



Council Chambers, 865 SE Barrington Drive
CITY COUNCIL AGENDA
August 5, 2015

CALL TO ORDER - 6:00 PM

Invocation - Led by Martha Rodman, Impart Ministries

Pledge of Allegiance - Led by Mayor Dudley

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Proclamations

- Proclamation recognizing "Constitution Week" - September 17-23, 2015 (Daughters of the American Revolution)

B. Honors & Recognitions

- Oath of Police Officer - Keith A. Kretchman
- Employee Service Recognition - Charles Brannan, Jr., Public Works - 20 Years

C. Community Presentations

- Whidbey Animals' Improvement Foundation (WAIF) - Charles E. Vreeland, MPA (Executive Director)
- Oak Harbor Music Festival 2015 - Community Update

3. CITIZEN COMMENT PERIOD

Citizens may comment on subjects of interest not listed on the agenda or items listed on the consent agenda. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three minutes to ensure all citizens have sufficient time to speak.

4. CONSENT AGENDA

Items on the Consent Agenda are considered to be routine by the Council and will be enacted with one motion unless separate discussion is requested. Approval of the Consent Agenda authorizes the Mayor to implement each item in accordance with staff recommendations.

Consent Items

- A. Minutes for the Special Workshop and Regular Meetings held on July 7, 2015, and the Workshop Meeting held July 22, 2015

- B. Approval of Payroll and Accounts Payable Vouchers
- C. Professional Services Agreement with Cronin Forestry - Timber Harvest Proposal
- D. Surplus-Sleeper Road Timber
- E. Purchase Authorization-Wachs Tool
- F. Purchase Authorization-CrossMatch Guardian Livescan System
- G. Marina Convenience Store
- H. Letter in support of Oak Harbor Main Street Association

5. STAFF, MAYOR & COUNCIL COMMENTS

- A. City Administrator
 - Wastewater Treatment Plant Update (Staff)
 - Whidbey Island Marathon Update (Elks Lodge)
- B. Mayor
- C. Councilmembers

6. PUBLIC HEARINGS & MEETINGS

To speak during a scheduled public hearing or meeting, please sign-in on the sheet provided in the Council Chambers. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three minutes to ensure all citizens have sufficient time to speak.

- A. None

7. ORDINANCES & RESOLUTIONS

- A. Homeless Encampment Code Amendment - Ordinance No. 1712
- B. Zoning Code Amendment - Definitions - Ordinance No. 1739
- C. Ordinance 1741 - Amending OHMC Chapter 14.03 "Sewer Connection".

8. CONTRACTS & AGREEMENTS

- A. None

9. OTHER ITEMS FOR CONSIDERATION

- A. Authorization to implement Legislative Management Software - Granicus
- B. Post Office Oak Tree Ad Hoc Committee - Recommendations for use of the Post Office Garry Oak Tree Wood

ADJOURN

It is the policy of the City to assure disabled persons the opportunity to participate in or benefit from City services. Where possible the City will provide reasonable accommodation in compliance with WLAD, ADA, and any other applicable laws. Requests for accommodation should be made two (2) days in advance of the scheduled meeting by contacting the City Clerk at (360) 279-4539.

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR



Proclamation

Whereas September 17, 2015 marks the two hundred twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

Whereas: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

Now Therefore, We, Scott Dudley and members of the City Council, do hereby proclaim the week of September 17 through 23 as:

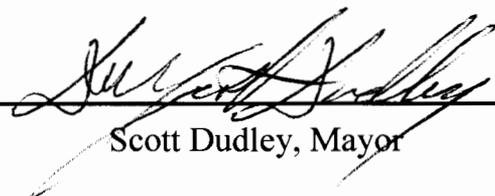
Constitution Week

in the City of Oak Harbor and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, *I hereunto set my hand and caused the Official*

Seal of the City of Oak Harbor, Washington, to be affixed hereunto on this

5TH day of *August* 2015.



Scott Dudley, Mayor

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.A.
Date: August 5, 2015
Subject: Minutes for the Special
Workshop and Regular
Meetings held on July 7, 2015,
and the Workshop Meeting held
July 22, 2015

FROM:

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approve Minutes from the Regular and Special City Council Meetings held on July 7, 2015 and City Council Workshop held on July 22, 2015.

BACKGROUND / SUMMARY INFORMATION

Attached are drafts of the Minutes for the City Council Special Workshop and Regular Meeting held July 7, 2015, and the City Council Workshop Meeting held July 22, 2015.

LEGAL AUTHORITY

N/A

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

1. [Special Workshop Meeting Minutes 7/07/15](#)
2. [Regular Meeting Minutes 7/07/15](#)
3. [Workshop Meeting Minutes 7/22/15](#)

Oak Harbor City Council
Special Workshop Meeting Minutes
July 7, 2015

CALL TO ORDER

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

ROLL CALL

City Council Present:

Mayor Scott Dudley
Councilmember Jim Campbell
Councilmember Bob Severns
Councilmember Beth Munns
Councilmember Joel Servatius

Staff Present:

City Administrator Larry Cort
City Attorney Nikki Esparza
Development Services Director Steve Powers
Public Works Director Cathy Rosen
Civil Engineer Brad Gluth
City Engineer Joe Stowell
Kellye Mazzoli, Executive Assistant to the Mayor

Councilmembers Hizon, Almberg, and Mayor Pro Tem Paggao were absent

1. Discussion on new regulations required by Department of Ecology relating to stormwater – Impervious Surfaces

Public Works Director Cathy Rosen provided the staff report via power point. Ms. Rosen began the discussion by providing the council with a brief history of storm water permit requirements by Department of Ecology. Code changes reflecting the new Department of Ecology (DOE) stormwater requirements must be implemented by December 31, 2016.

Civil Engineer Brad Gluth provided additional information on the new requirements. In order to become current with new regulations, low impact developments (LIDs) within City limits will need to be modified. This will include building development changes such as reduced roadway width, smaller building footprints, rain gardens/ bioretention, green roofs, and pervious pavements, which allows water to drain through the pavement and into the soil. Mr. Gluth depicted new LID concepts with images on power point.

Cathy Rosen informed the council what responses the City has recently committed to relating to DOE low impact development trends. She further explained that at this time the City will begin the process of updating the Municipal Code in order to become complaint with LID mandates per state law. Ms. Rosen discussed Department of Ecology's recommended six-step process to implement these code changes.

Once the code changes have been implemented, City staff will be monitoring and enforcing compliance with the new LID requirements, and the State will require the City file quarterly or annual reports attesting to its compliance. The new LID mandate will require additional

staff, specialized equipment, increased reporting and record keeping, and more. Increased costs to the City may also cause increased rates to our citizens.

Questions and discussion among staff, Mayor, and City Council.

Mayor Scott Dudley adjourned the meeting at 4:20 p.m.

Kellye Mazzoli, Executive Assistant to the Mayor

Oak Harbor City Council
Regular Meeting Minutes
July 7, 2015

CALL TO ORDER

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

ROLL CALL

City Council Present:

Mayor Scott Dudley
Councilmember Tara Hizon
Councilmember Rick Almberg
Councilmember Jim Campbell
Councilmember Bob Severns
Councilmember Beth Munns
Councilmember Joel Servatius

Staff Present:

City Administrator Larry Cort
City Attorney Nikki Esparza
Development Services Director Steve Powers
Public Works Director Cathy Rosen
City Engineer Joe Stowell
Chief of Fire Ray Merrill
Chief of Police Ed Green
Project Engineer Brett Arvidson
City Clerk Anna Thompson

Mayor Pro Tem Paggao was absent.

CALL TO ORDER

Yvonne Howard, Pastor of City of Refuge Christian Reformed Church, gave the invocation, and Mayor Dudley led the Pledge of Allegiance.

Motion: Councilmember Munns moved to excuse Mayor Pro Tem Paggao, seconded by Councilmember Severns, unanimously approved.

HONORS AND RECOGNITIONS

Proclamation in Recognition of Christmas in July

Councilmember Munns read Proclamation in Recognition of Christmas in July – North Whidbey Help House. Jean Weiman, Director of the Help House, accepted the Proclamation and thanked the City for their continued support for Christmas in July.

Employee Service Recognitions

Development Director Steve Powers and former Senior Services Administrator Mike McIntyre thanked Pat Gardner, Senior Services Programs Assistant/ Travel Coordinator, for 10 years of service.

Cathy Rosen, Director of Public Works recognized Janet Sabalausky, Public Works Parks Lead, for 20 years of service.

Mayor Dudley thanked Mike McIntyre for his service to Senior Services Division and the City of Oak Harbor.

PRESENTATIONS

Brian Johnson, Program Coordinator of Island County Drug Court Mentor Program was not present.

APPROVAL OF AGENDA

Motion: Councilmember Almberg moved to approve the Agenda as presented, seconded by Councilmember Servatius, unanimously approved.

CITIZEN COMMENT PERIOD

Mayor Dudley opened the Citizen Comment Period at 6:25 p.m.

Citizens Speaking

- Hal Hovey, 2265 SW Scenic Heights, Oak Harbor – spoke on Consent Agenda Item 6.h
- Christine Cribb, Executive Director of the Oak Harbor Chamber of Commerce – thanked the City for its support of the July 4th Celebration.

Mayor Dudley closed the comment period at 6:30 p.m. once all comments were given.

CONSENT AGENDA

- a. Minutes of the Regular City Council meeting held on June 16, 2015, and Workshop and Special Meeting held on June 17, 2015
- b. Approval of Accounts Payable and Check Numbers
- c. Whidbey Pedestrian Crossing - Consultant Agreement with Transpo Group USA, Inc.
- d. Waterfront Trail Repair -Consultant Agreement for Design with David Evans & Associates
- e. NE 4th Ave Water Main Replacement- Construction Contract Award to C. Johnson Construction, Inc.
- f. Ordinance 1732: Amending OHMC Chapter 3.95 relating to Utility Procedures and adding Chapter 3.96 entitled "Collection Procedures"
- g. Resolution 15-21: Island County Fire Departments Inter-local Agreement for P25 Compliant Base Station Transmitter Radios
- h. Update to the Transportation Element of the Comprehensive Plan - Professional Services Agreement with Fehr & Peers
- i. Retainer Agreement with Weed, Graafstra and Associates, Inc., P.S. for Municipal Legal and Support Services
- j. Resolution 15-22: Delay the closing date of the Staysail RV Park
- k. Puget Sound Energy (PSE) Request for Vegetation Management Easements
- l. Request to serve alcohol at Catalina Park for the Hoover Wedding Reception
- m. Resolution 15-24: Staysail RV Park – Windjammer Park Lease Agreement relating to WWTP

- n. WWTP – Temporary Construction Easement at Windjammer Park
- o. Resolution 15-23: Accepting of "Barringtons" Art Sculpture for Pioneer Way
- p. Wells Fargo Possession and Use Agreement

Councilmember AlMBERG asked the pulled Consent Agenda Items 6.c and 6.e.

Motion: Councilmember AlMBERG moved to accept Consent Agenda Items 6.a, 6.b, 6.d, 6.f – 6.p, seconded by Councilmember Servatius, unanimously approved.

Consent Agenda Item 6.c

Joe Stowell, City Engineer, answered Council's questions on this item.

Consent Agenda Item 6.e

Councilmember AlMBERG disclosed to Council and the public that he is a temporary part-time employee of C. Johnston Construction. Councilmember AlMBERG explained that he has no interest in the project (Item 6.e) and will not benefit from the approval of Item 6.e in any way.

Motion: Councilmember AlMBERG moved to approve Consent Agenda Items 6.c as presented, seconded by Councilmember Hizon, unanimously approved.

Motion: Councilmember Munns moved to accept Consent Agenda Items 6.e as presented, seconded by Councilmember Severns, majority approved.

Councilmember AlMBERG abstained.

STAFF, MAYOR AND COUNCIL COMMENTS

City Administrator

Wastewater Treatment Plant Staff update

Presented by City Engineer Joe Stowell

Dr. Cort announced that Mike Milat, former Oak Harbor Councilmember, passed away on July 3, 2015. He served on City Council for 24 years.

Mayor

Mayor Dudley introduced the new art in Council Chambers, created by Bruce Williams-Burden.

Councilmembers

Councilmember Campbell thanked the Chamber of Commerce and all those connected with the July 4th Celebration at Windjammer Park.

Councilmember AlMBERG thanked Dr Merriman and staff for working diligently on the Waste Water treatment plant funding to obtain SRF loans which will save the City millions of dollars. He also thanked the staff as whole for their work on the Wastewater treatment plant. Councilmem-

ber Almberg then provided updates on the legislation relating to Island Transit. Thereafter, Mr. Almberg shared several updates from the Annual AWC Conference.

Councilmember Munns provided informational and legislative highlights from the AWC Conference several of the City Council attended late June.

Councilmember Severns announced the Third Annual Yoga Fest at Fort Nugent Park on July 25 from 11:00 a.m. – 12:30 p.m. Red Lion Hotels Corporation will be serving Whidbey Coffee in their lobbies and Councilmember Severns congratulated Dan Ollis, owner of Whidbey Coffee for such notable success.

Councilmember Hizon thanked City Staff for their dedication to the community of Oak Harbor and also recognized Whidbey Help House and Whidbey Coffee. Ms. Hizon encouraged more effective enforcement against illegal use of fireworks in the future.

Councilmember Servatius spoke about his experience with former Councilmember Mike Milat. He also thanked the sponsors and supporters of the 4th of July Celebration. Mr. Servatius thanked Janet Sabalausky and Public Works staff for their hard work in the community.

ORDINANCE AND RESOLUTIONS

PUBLIC HEARINGS/PUBLIC MEETINGS

Ordinance 1738: Wells Fargo Condemnation

City Attorney Nikki Esparza presented the staff report.

Mayor Dudley opened the Public Hearing at 7:19 p.m., no comments, closed at 7:20 p.m.

Ordinance 1738: Wells Fargo Condemnation

Motion: Councilmember Servatius moved to Adopt Ordinance No. 1738 authorizing the condemnation, appropriation, taking and damaging of land and other property for purposes associated with construction of the wastewater treatment plant, seconded by Councilmember Campbell, unanimously approved.

UNFINISHED BUSINESS

NEW BUSINESS

Revenue and Expense Report for 2015 Whidbey Island Marathon, including options for continuation or severance of the Race Director Contract

City Administrator Dr. Cort introduced this item.

Mayor Dudley opened the meeting for public comment at 7:22 p.m.

Citizens speaking

- Theresa Reed of the Elks Lodge spoke on the 2015 Whidbey Island Marathon and their goals for 2016

- Philip Tiegs, Oak Harbor Elks Lodge Member noted that the Elks have an additional \$7,500 award from the Island County 2% Lodging Tax Advisory Committee
- Jason Wayne, Elks Lodge Member spoke in support of the Elk's Lodge Contract as Whidbey Island Marathon Race Director

Mayor Scott Dudley closed the comment period at 7:33 p.m.

City Council discussed financial aspects of past Marathons and provided comments and suggestions to improve the Marathon.

Councilmember Hizon requested to review sales tax revenue reports from the 2015 Marathon weekend showing differences in monies spent in the City limits collected during that weekend compared to other weekends. Councilmember Hizon would like to see benefits of the Marathon besides benefits from City revenue alone.

Councilmember Almberg requested regular updates from the Elks Lodge on the Marathon. The next update will be provided at the Regular Council Meeting on Wednesday August 5, 2015.

Councilmember Servatius suggested that the Council provide clear expectations for the Elks Lodge as Race Director.

Authorize Agreement with PSE for Schedule 74 Design relating to the WWTP

City Engineer Joe Stowell presented the staff report on this item.

Mayor Dudley opened Public comment period at 8:08 p.m., no comments, closed at 8:08 p.m.

Authorize Agreement with PSE for Schedule 74 Design relating to the WWTP

Motion: Councilmember Servatius moved to authorize the Mayor to issue a notice to proceed with Schedule 74 design with Puget Sound Electric (PSE) in the not to exceed amount of \$6,900 to underground power lines along City Beach St. Motion seconded by Councilmember Munns, unanimously approved.

Beach View Relinquishment of Easements and Substitute Parking Agreement

City Attorney Nikki Esparza presented the staff report.

Mayor Dudley opened the item for public comment at 8:12 p.m., no comments, closed at 8:12 p.m.

Beach View Relinquishment of Easements and Substitute Parking Agreement

Motion: Councilmember Hizon moved to authorize the Mayor to sign the Beach View Relinquishment of Easements seconded by Councilmember Almberg, unanimously approved.

Motion: Councilmember Hizon moved to authorize the Mayor to sign the Beach View Substitute Parking Agreement, seconded by Councilmember Severns, unanimously

ADJOURN

Motion: Councilmember Hizon moved to adjourn, seconded by Councilmember Campbell, unanimously approved.

Meeting adjourned at 8:14 p.m.

Anna M. Thompson, City Clerk

Oak Harbor City Council
Workshop Meeting Minutes
July 22, 2015

CALL TO ORDER

Mayor Pro Tem Paggao called the meeting to order at 3:00 p.m.

City Council members and City Staff introduced themselves.

ROLL CALL

City Council Present:

Mayor Pro Tem Danny Paggao
Councilmember Jim Campbell
Councilmember Bob Severns
Councilmember Beth Munns
Councilmember Joel Servatius
Councilmember Rick Almberg
Councilmember Tara Hizon

Staff Present:

Finance Director Dr. Merriman
City Attorney Nikki Esparza
Development Services Director Steve Powers
Public Works Director Cathy Rosen
Purchasing Specialist Sandra Place
City Engineer Joe Stowell
Project Engineer Brett Arvidson
Police Chief Ed Green
Fire Chief Ray Merrill
Associate Planner Dennis Lefevre
Harbor Master Chris Sublet
Human Resources Director Sara Piccone
Kellye Mazzoli, Executive Assistant to the Mayor

Councilmember Munns arrived at approximately 3:05 p.m.

Councilmember Hizon arrived at approximately 3:10 p.m.

Mayor Dudley was absent.

1. Departmental Briefings

a. Police Department staffing update

Police Chief Green updated the Council with open positions at the police department and the hiring process for new personnel.

Questions among Council members.

b. Marina Convenience Store – Dev/Services

Harbor Master Chris Sublet provided information to Council regarding a proposed stationary convenience store at the Marina.

Discussion among Council members and staff.

2. Pending Agenda Items

a. Ordinance No. 1741: Policy for Grinder Pump Systems

Staff report presented by City Attorney Nikki Esparza.

City Engineer Joe Stowell provided examples of grinder pump locations on power point.

Discussion and Questions among Council members and staff.

Public Comments

Robin Kolatis
Kenneth Manni
Carol Young

b. Ordinance No. 1740: Medical Marijuana Code (9/01)

Associate Planner Dennis Lefevre provided the staff report on proposed Ordinance 1741, beginning with a brief history of state and local legislation on medical marijuana.

Comments from Councilmembers.

Comments from Police Chief Green.

c. WWTP – Boundary Line Adjustment

City Engineer Joe Stowell provided a power point presentation on the Boundary Line Adjustment proposal for the Wastewater Treatment Plant.

City Attorney Nikki Esparza provided further explanation relating to the proposed boundary line adjustment from a legal perspective.

Questions and comments among City Council.

d. WWTP – Good Neighbor Communications Plan with Enviro-Issues

Staff reported provided by City Engineer Joe Stowell and Erin Taylor with Enviro-Issues.

Keri Franklin with Enviro-Issues was also present.

Erin Taylor explained that their purpose is to discuss the construction communications and good neighbor plan. Ms. Taylor provided a power point presentation explain their proposed communications plan.

e. Purchase Authorization – Granicus Software (8/05) – Admin

This item was presented by Public Works Director Cathy Rosen, Purchasing Specialist Sandra Place, and Executive Director to the Mayor Kellye Mazzoli.

Discussion among City Council and staff.

f. Purchase Authorization – Front Load Refuse Trucks (8/05) – PW

Discussion of *Item 2.f Purchase Front Load Refuse Trucks* was postponed to the August Workshop Meeting.

g. Purchase Authorization – Wachs Tool (8/05) – PW

Public Works Director Cathy Rosen provided the staff report.

h. Purchase Authorization – CrossMatch Guardian Livescan System (8/05) – PW

Police Chief Ed Green explained the proposal to purchase authorization for CrossMatch Livescan System.

i. Surplus – Sleeper Road Timber (8/05)

Public Works Director Cathy Rosen provided updates on the recommendation to surplus the Timber of Sleeper Road property.

Questions among City Council.

2. Emerging Issues

None.

Mayor Pro Tem Paggao adjourned the meeting at 4:55 p.m.

Kellye Mazzoli, Executive Assistant to the Mayor

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

Bill No. 4.B.
Date: August 5, 2015
Subject: Approval of Payroll and
Accounts Payable Vouchers

FROM: Dr. Merriman, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

I move to approve:

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

BACKGROUND / SUMMARY INFORMATION

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

The following Voucher and Check Numbers are submitted for approval:

Accounts Payable Voucher Numbers:

-Voucher Numbers 162923 through 163232 in the amount of \$ 2,198,027.87.

Payroll Check Numbers:

- Direct Deposit check numbers 35071 through 35354.

- EFT check numbers 725 through 732.

- Payroll check numbers 98157 through 98224.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162923	7/2/2015	0007872 WEED, GRAAFSTRA & ASSOCIATES, TRUST	07022015		ESCROW FOR EASEMENT	29,500.00
					Total :	29,500.00
162924	7/6/2015	0006743 OAK HARBOR ELKS LODGE	063015		MARATHON SERVICES	3,000.00
					Total :	3,000.00
162925	7/6/2015	0001199 LANDED GENTRY DEVELOPMENT	063015		FAIRWAY POINT OVERSIZING REIMBUF	58,868.34
					Total :	58,868.34
162926	7/10/2015	0000066 AWC EMPLOYEES BENEFITS TRUST	070915		PREMIUMS	44.66
					Total :	44.66
162927	7/10/2015	0000860 STANDARD INSURANCE COMPANY	063015		LONG TERM DISABILITY	4,356.57
					Total :	4,356.57
162928	7/10/2015	0000676 OAK HARBOR POLICE DEPARTMENT	063015		PETTY CASH	64.04
					Total :	64.04
162929	7/15/2015	0000950 LICENSING, WASHINGTON STATE DEPT OF	070115		CONCEALED WEAPONS PERMITS	653.00
					Total :	653.00
162930	7/16/2015	0007449 A-1 PERFORMANCE, INC	22940		REIMBURSEMENT	39.65
					Total :	39.65
162931	7/16/2015	0007332 ADAMSON POLICE PRODUCTS	INV180486		CARRIERS	914.96
					Total :	914.96
162932	7/16/2015	0000028 ALL ISLAND LOCK & KEY	49999		KEYLESS ENTRY	197.83
					Total :	197.83
162933	7/16/2015	0007874 ALLEN BRACKETT SHEDD	15-0060A		APPRAISAL SERVICES	7,500.00
					Total :	7,500.00
162934	7/16/2015	0007464 ALLIED FIRE & SECURITY	RCB1172175		3RD QTR 2015/MONITORING AGREEME	90.00
					Total :	90.00
162935	7/16/2015	0005024 ALMBERG, RICHARD	TRAVEL REIMB		TRAVEL REIMB	318.55

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162935	7/16/2015	0005024 0005024 ALMBERG, RICHARD	(Continued)			Total : 318.55
162936	7/16/2015	0000033 ALPINE PRODUCTS, INC	TM-149254		TRAFFIC PAINT	1,834.02
						Total : 1,834.02
162937	7/16/2015	0000712 AMERIGAS	3041877193		PROPANE	159.58
						Total : 159.58
162938	7/16/2015	0000042 ANACORTES, CITY OF	2014		2014 RECONCILIATION	120,038.00
						Total : 120,038.00
162939	7/16/2015	0002044 ANACORTES.NET/HOW IT WORKS	36052		JUN 2015/WEB HOSTING	75.00
			36075		JUN 2015/WEB HOSTING	15.95
						Total : 90.95
162940	7/16/2015	0000044 ANDERSON, CRAIG	TRAVEL ADVANCE		TRAVEL ADVANCE	178.20
						Total : 178.20
162941	7/16/2015	0003091 ANDRICOS, JOANN	1		TRAVEL REFUND	31.00
						Total : 31.00
162942	7/16/2015	0007876 ANYPROMO, INC	CV5065307		TUMBLERS	941.25
						Total : 941.25
162943	7/16/2015	0005001 ARAMARK	001987749210		UNIFORM SERVICES	12.76
						Total : 12.76
162944	7/16/2015	0000053 ARROW PEST CONTROL, INC	160841		PEST CONTROL	108.70
						Total : 108.70
162945	7/16/2015	0004019 ASSOCIATED PETROLEUM PRODUCTS	0758231-IN		FUEL	12,990.53
			0762307-IN		FUEL	7,903.79
			0766512-IN		FUEL	28,582.62
						Total : 49,476.94
162946	7/16/2015	0000159 AT&T MOBILITY	287249477751X0624201		AIRCARDS	434.63
						Total : 434.63

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
162947	7/16/2015	0000083 BAZA, ALVIN	070615		WELLNESS INCENTIVE	20.00	
						Total :	20.00
162948	7/16/2015	0002551 BOS, BRYON	070615		WELLNESS INCENTIVE	20.00	
						Total :	20.00
162949	7/16/2015	0003097 BOYER, TALLIE	070615		WELLNESS INCENTIVE	20.00	
						Total :	20.00
162950	7/16/2015	0000137 BRIM TRACTOR COMPANY	IM82390		FILTERS	105.08	
						Total :	105.08
162951	7/16/2015	0003675 CAMPBELL, JAMES	TRAVEL REIMB		TRAVEL REIMB	210.45	
						Total :	210.45
162952	7/16/2015	0000627 CAPITAL ONE COMMERCIAL	134012406211		SUPPLIES	1,371.22	
						Total :	5,328.66
162953	7/16/2015	0007259 CAREY, JOHN	7318		MOORAGE REFUND	95.97	
						Total :	95.97
162954	7/16/2015	0006215 CAROLLO	0142139		PROF SVC/OUTFALL SERVICES DURIN	353,458.33	
						Total :	353,458.33
162955	7/16/2015	0005208 CARTER, SERLOYD	070615		WELLNESS INCENTIVE	20.00	
						Total :	20.00
162956	7/16/2015	0007873 CASCADE CONCRETE SAWING &	155727		SLAB SAWING	660.35	
						Total :	660.35
162957	7/16/2015	0000150 CASCADE NATURAL GAS	11829220273		NATURAL GAS/208	892.01	
						Total :	892.01
162958	7/16/2015	0004952 CENTRAL COLLISION, INC	99345		REPAIRS	1,816.76	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162958	7/16/2015	0004952 0004952 CENTRAL COLLISION, INC	(Continued)			Total : 1,816.76
162959	7/16/2015	0004819 CHERRY, KIMBERLY	070615		WELLNESS INCENTIVE	20.00
						Total : 20.00
162960	7/16/2015	0000188 CODE PUBLISHING COMPANY	50205		MUNICIPAL CODE	196.73
						Total : 196.73
162961	7/16/2015	0001433 COLE, DONNA	1		TRAVEL REFUND	50.00
						Total : 50.00
162962	7/16/2015	0003008 COLUMBIA FORD	3G150 3-G151		VEHCILE PURCHASE VEHCILE PURCHASE	29,872.74 29,872.74
						Total : 59,745.48
162963	7/16/2015	0005773 COMCAST	8498300270032002 8498300270032028 8498300271046803		CABLE XFINITY INTERNET	124.89 13.47 235.93
						Total : 374.29
162964	7/16/2015	0000202 COREY OIL COMPANY	80595		FUEL	13.96
						Total : 13.96
162965	7/16/2015	0000211 CREDIT BUREAU OF ISLAND COUNTY	062915		COLLECTION FEE/36-604010-10	33.45
						Total : 33.45
162966	7/16/2015	0000220 CUMMINS NORTHWEST, INC	001-60756 018-58192 2727		MODULE/ECM PRESSURE CAP GENERATOR REPAIR	1,656.44 77.13 246.38
						Total : 1,979.95
162967	7/16/2015	0000225 DAILY JOURNAL OF COMMERCE	3301527		BIDS NE 4TH AVE MAIN	647.40
						Total : 647.40
162968	7/16/2015	0005211 DAUGHTRY, MARY LUCY	1		TRAVEL REFUND	57.00
						Total : 57.00
162969	7/16/2015	0000247 DIAMOND RENTALS	1-500608-42		PORTABLES	49.95

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162969	7/16/2015	0000247 DIAMOND RENTALS	(Continued)			
			1-500619-42		PORTABLES	49.95
			1-509920-26		PORTABLES	49.95
			1-515826-17		PORTABLES	60.00
			1-521401-9		PORTABLES	49.95
			1-521402-9		PORTABLES	99.90
			1-522682-8		PORTABLES	60.00
			1-525642-3		PORTABLES	174.95
			1-525643-3		PORTABLES	49.95
			1-525644-3		PORTABLES	49.95
			1-525645-3		PORTABLES	49.95
			1-525646-3		PORTABLES	49.95
			1-525646-4		PORTABLES	49.95
			1-525647-3		PORTABLES	49.95
			1-525780-2		PORTABLES	54.95
			1-525780-3		PORTABLES	60.00
			1-527451		PORTABLES	99.90
			1-528340		CAN PUMPING	79.80
					Total :	1,189.00
162970	7/16/2015	0007879 DOUGLAS, LAWERANCE	902		MOORAGE REFUND	274.50
					Total :	274.50
162971	7/16/2015	0005840 DUDLEY, SCOTT	TRAVEL REIMB		TRAVEL REIMB	177.10
					Total :	177.10
162972	7/16/2015	0000257 DUTCH MAID CLEANERS	063015		JUN 2015/LAUNDRY SERVICES	230.06
			1090		LAUNDRY SERVICES	13.66
					Total :	243.72
162973	7/16/2015	0000273 EDGE ANALYTICAL, INC	15-12388		TESTING	18.00
			15-13210		TESTING	15.00
			15-14058		TESTING	300.00
					Total :	333.00
162974	7/16/2015	0006497 ENVIRO WEST	902 R		SUCTION NOTZZLES	229.36
					Total :	229.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162975	7/16/2015	0006747 EQUINOX RESEARCH & CONSULTING	13-485		PROF SVC/WWTP OUTFALL	8,936.87
Total :						8,936.87
162976	7/16/2015	0002900 FASTENAL	WAOAK20346		LDT	25.27
			WAOAK20373		WIPES	27.36
			WAOAK20385		WIPES	188.06
Total :						240.69
162977	7/16/2015	0000355 FRONTIER	675-1669		CURRENT PHONE CHARGES	64.16
Total :						64.16
162978	7/16/2015	0000329 GALLS	003685244		BOOTS	277.14
Total :						277.14
162979	7/16/2015	0001108 GARDEN, CHRIS	TRAVEL ADVANCE		TRAVEL ADVANCE	178.20
Total :						178.20
162980	7/16/2015	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	67.00
			EXP REIMB		EXP REIMB	882.28
			EXP REIMB2		EXP REIMB	156.00
			EXP REIMB3		EXP REIMB	330.00
			EXP REIMB4		EXP REIMB	190.00
Total :						1,625.28
162981	7/16/2015	0000340 GIFFORD, KATHY	070615		WELLNESS INCENTIVE	20.00
Total :						20.00
162982	7/16/2015	0000349 GRAINGER	9771421378		FLOATSWITCH/ADAPTER/COUPLER	207.62
			9771536845		ADAPTER	5.24
			9778459793		SIGNS	58.69
Total :						271.55
162983	7/16/2015	0002940 GRAY & OSBORNE, INC	13518.00-0000026		PROF SVC/WATER SYSTEM IMPROVEM	1,305.76
Total :						1,305.76
162984	7/16/2015	0000345 GREATER OAK HBR CHAMBER OF COM	30200		JUL 2015 OPERATIONS	8,333.34
Total :						8,333.34

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162985	7/16/2015	0004974 GREEN LIGHT SOLUTIONS	8330		MAINTENANCE & INSPECTIONS	940.00
Total :						940.00
162986	7/16/2015	0002747 GUARDIAN SECURITY	590361		ALARM MONITORING	57.00
Total :						57.00
162987	7/16/2015	0007236 HAMMOND, JACOB	070615		WELLNESS INCENTIVE	20.00
Total :						20.00
162988	7/16/2015	0001455 HARLESS, SHIRLEY	1		TRAVEL REFUND	93.00
Total :						93.00
162989	7/16/2015	0000323 HD FOWLER COMPANY	I3958049 I3963021 I3972250		BATTERY CONTROLLER/NOZZLE ROTATOR/NOZZLE ROTATORS	1,803.06 199.08 590.89
Total :						2,593.03
162990	7/16/2015	0003853 HILTON VANCOUVER WASHINGTON	456905		HOTEL ACCOMMODATIONS/BEBEE	400.14
Total :						400.14
162991	7/16/2015	0007709 HOFFMAN CONSTRUCTION COMPANY	062615 070915		PROF SVC/OAK HARBOR CLEAN WATE PROF SVC/OAK HARBOR CLEAN WATE	15,684.84 19,539.91
Total :						35,224.75
162992	7/16/2015	0000390 HORN, PATRICK	EXP REIMB		EXP REIMB	135.87
Total :						135.87
162993	7/16/2015	0000392 HUBBARD, SCOTT	070615		WELLNESS INCENTIVE	20.00
Total :						20.00
162994	7/16/2015	0005588 HYTECH ROOFING, INC	18779		ROOF INSPECTION AND REPAIRS	770.68
Total :						770.68
162995	7/16/2015	0000401 ISLAND COUNTY AUDITOR	0085062		FILING FEE	76.00
Total :						76.00
162996	7/16/2015	0000410 ISLAND COUNTY SOLID WASTE	063015		JUN 2015/TIPPING FEES	77,712.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162996	7/16/2015	0000410 0000410 ISLAND COUNTY SOLID WASTE	(Continued)			Total : 77,712.64
162997	7/16/2015	0000411 ISLAND COUNTY TREASURER	070115		CRIME VICTIM COMPENSATION	205.34
						Total : 205.34
162998	7/16/2015	0005445 ISLAND DEFENSE, PLLC	006 007		JUN 2015/PUBLIC DEFENSE MAY 2015/PUBLIC DEFENSE	10,000.00 10,000.00
						Total : 20,000.00
162999	7/16/2015	0000415 ISLAND DISPOSAL	070115 4033994		JUL 2015/RECYCLING RECYCLING	4,838.85 103.43
						Total : 4,942.28
163000	7/16/2015	0000441 ISLAND SYSTEMS	234549		WATER/MARINA	28.60
						Total : 28.60
163001	7/16/2015	0007162 JENNINGS, WILL	070615		WELLNESS INCENTIVE	20.00
						Total : 20.00
163002	7/16/2015	0007649 JONES, ALAN	1		TRAVEL REFUND	62.00
						Total : 62.00
163003	7/16/2015	0001195 KEATING, BUCKLIN & MCCORMACK	6417		PROF SVC/DRY LAKE LAND STEWARD	3,850.40
						Total : 3,850.40
163004	7/16/2015	0007840 KINEQUIP, INC	0177727-IN		VALVES	53.34
						Total : 53.34
163005	7/16/2015	0003990 KUBALSKY, JOYCE	1		TRAVEL REFUND	31.00
						Total : 31.00
163006	7/16/2015	0005277 LEE, STEPHANIE	070615		WELLNESS INCENTIVE	20.00
						Total : 20.00
163007	7/16/2015	0000979 LES SCHWAB	41400190872		STEM	102.19
						Total : 102.19
163008	7/16/2015	0004502 LEXISNEXIS RISK DATA MANAGE	1404645-20150630		MINIMUM COMMITMENT	54.89

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163008	7/16/2015	0004502 0004502 LEXISNEXIS RISK DATA MANAGE	(Continued)			Total : 54.89
163009	7/16/2015	0000515 LOGGERS & CONTRACTORS, INC	00064040		REVS	189.31
						Total : 189.31
163010	7/16/2015	0001909 LONG, JAY	1		DRIVING SERVICES	135.00
			1		DRIVING SERVICES	93.00
						Total : 228.00
163011	7/16/2015	0000522 LUEHR, TOM	1		DRIVING SERVICES	138.00
						Total : 138.00
163012	7/16/2015	0007244 MACASKILL, BRIANNE	071415		REPLACEMENT CHECK/UTILITY ACCOI	253.04
						Total : 253.04
163013	7/16/2015	0000530 MAILLIARD'S LANDING NURSERY	100431		YARD WASTE	30.00
			101278		YARD WASTE	158.80
			101342		YARD WASTE	130.45
			101381		YARD WASTE	152.15
			101434		YARD WASTE	187.15
			101505		YARD WASTE	269.05
			101695		YARD WASTE	126.95
			101756		YARD WASTE	121.35
			101815		YARD WASTE	195.20
			101816		SOIL	10.87
			101874		YARD WASTE	202.90
			102133		YARD WASTE	106.65
			102207		YARD WASTE	109.80
			102259		YARD WASTE	141.30
			102294		YARD WASTE	163.70
			102347		YARD WASTE	200.80
			102570		YARD WASTE	176.65
			102626		YARD WASTE	136.05
			102703		YARD WASTE	132.20
			102757		YARD WASTE	117.15
			102906		YARD WASTE	96.85
			103044		YARD WASTE	20.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163013	7/16/2015	0000530 0000530 MAILLIARD'S LANDING NURSERY	(Continued)			Total : 2,986.02
163014	7/16/2015	0000660 MARKET PLACE FOOD & DRUG	898826 998312 998831		GROCERIES GROCERIES GROCERIES	651.93 306.97 376.51 Total : 1,335.41
163015	7/16/2015	0007450 MAZZOLI, KELLYE	TRAVEL REIMB		TRAVEL REIMB	213.90 Total : 213.90
163016	7/16/2015	0007722 MERRIMAN, RYAN	070615		WELLNESS INCENTIVE	20.00 Total : 20.00
163017	7/16/2015	0006992 MOON, ANDREW	070615		WELLNESS INCENTIVE	20.00 Total : 20.00
163018	7/16/2015	0004423 MUNICIPAL EMERGENCY SERVICES	00647226_SNV 00648381_SNV		SWEATSHIRTS BOOTS	320.21 235.33 Total : 555.54
163019	7/16/2015	0007586 NAGEL, GARRETT	070615		WELLNESS INCENTIVE	20.00 Total : 20.00
163020	7/16/2015	0007670 NETWORKFLEET, INC	OSV000000266319		MONTHLY SERVICE	238.60 Total : 238.60
163021	7/16/2015	0000626 NORDSTRAND, STEVEN	TRAVEL REIMB		TRAVEL REIMB	69.00 Total : 69.00
163022	7/16/2015	0007653 NORTH ISLAND MEDICAL	A4526T8879 A4526T9151		INMATE SERVICES INMATE SERVICES	150.00 150.00 Total : 300.00
163023	7/16/2015	0007075 NORTHWEST ASSESSMENT SERVICE	1430		PRE-EMPLOYMENT SERVICES	700.00 Total : 700.00
163024	7/16/2015	0000672 OAK HARBOR ACE	256013 257028		FASTENERS HAMMER HANDLE	4.17 14.11

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163024	7/16/2015	0000672 OAK HARBOR ACE	(Continued)			
			257029		HAMMER HANDLE	-14.11
			257111		WRENCH/PLIERS	142.33
			257160		COUPLE	19.56
			257163		COUPLE	7.60
			257253		RSTP	5.42
			257295		WIRE	10.86
			257336		RATCHET/FILE MILL/HANDLE/PLUG/AD	133.90
			257343		FASTENERS	9.65
			257344		CARWASH	5.42
			257347		X-LINE/PEST SPRAY	49.93
			257358		SCREWDRIVER/CAULKGUN/MORTAR	30.39
			257397		TARGETS	84.79
			257420		VALVE FILL	14.12
			257430		E BLT SS	3.03
			257494		RATCHET	23.90
			257549		U BOLTS	11.50
			257566		CABLE TIES	28.24
			257589		LUBE	19.54
			257622		PEST SPRAY	19.52
			257660		ROPE	228.27
			257707		LEVER/SPONGE/PAIL/FLAPPER	15.50
			257724		PLIERS/PLUMBING SUPPLIES	22.26
			257725		ELBOW/TAPE	4.11
			257773		SCREWDRIVER	9.23
			257795		WIRE BRUSH/RUST NTRLZER	50.48
			257806		CONCRETE	5.97
			257829		CAULK/SCREW/GLUE	50.28
			257849		ELECT TAPE/LINK/BUCKET	28.40
					Total :	1,038.37
163025	7/16/2015	0000668 OAK HARBOR AUTO CENTER	001-239599		CREDIT RETURN	-10.71
			001-239600		CREDIT RETURN	-13.90
			001-243108		FILTERS	4.51
			001-243109		FILTERS	4.51
			001-243269		CLEANER	15.25
			001-243390		RADIATOR	102.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163025	7/16/2015	0000668 OAK HARBOR AUTO CENTER	(Continued)			
			001-243594		VAPER CAN/VALVE	157.07
			001-244232		WAY RV ROUND T	15.50
			001-244241		SUBMERSIBLE KIT	69.09
			001-244257		LOOM/CLIP ACCESS	15.72
			001-244754		BUS BP/FMX	10.58
					Total :	370.16
163026	7/16/2015	0005815 OAK HARBOR FIRE ASSOCIATION	1		SNACKS AND SUPPLIES	97.95
					Total :	97.95
163027	7/16/2015	0006863 OAK HARBOR MUSIC FESTIVAL	071315		REIMBURSEMENT	10,000.00
					Total :	10,000.00
163028	7/16/2015	0000665 OFFICEMAX, INC	027351		FOAM BOARD	14.12
					Total :	14.12
163029	7/16/2015	0001377 ORCA INFORMATION	389759		PRE-EMPLOYMENT/DIRIG	75.00
			390292		PRE-EMPLOYMENT/FAKKEMA	75.00
			390763		PRE-EMPLOYMENT/THOMPSON	75.00
			391826		PRE-EMPLOYMENT/POLLOCK	75.00
			397065		PRE-EMPLOYMENT/BROWN	38.00
			397754		PRE-EMPLOYMENT/KRETCHMAN	38.00
					Total :	376.00
163030	7/16/2015	0000089 OWEN EQUIPMENT COMPANY	00076123		AIR CYLINDER	174.60
					Total :	174.60
163031	7/16/2015	0005279 PACIFIC POWER GROUP	6746040-00		PROGATOR/SPRAYER/SPREAD	51,339.98
					Total :	51,339.98
163032	7/16/2015	0002985 PACIFIC TIRE CO. INC	0088741		TIRES	467.21
			0089222		TIRES	81.92
			0089224		TIRES	86.26
			0089225		TIRES	78.12
			0089229		TIRES	494.08
					Total :	1,207.59

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163033	7/16/2015	0003164 PAINTERS ALLEY	32909		PAINT	224.37
					Total :	224.37
163034	7/16/2015	0001218 PBY MEMORIAL ASSOCIATION	063015		REIMBURSEMENT	425.49
					Total :	425.49
163035	7/16/2015	0007446 PICCONE, SARA	TRAVEL REIMB		TRAVEL REIMB	74.58
					Total :	74.58
163036	7/16/2015	0007877 POLLOCK, JONATHAN	070615		WELLNESS INCENTIVE	20.00
					Total :	20.00
163037	7/16/2015	0000725 PORTCO CORPORATION	169074		BAGS	3,261.74
					Total :	3,261.74
163038	7/16/2015	0004622 POWERS-RANG, LISA	070615		WELLNESS INCENTIVE	20.00
					Total :	20.00
163039	7/16/2015	0000746 PUGET SAFETY EQUIPMENT	0027106-IN		RATCHET	33.12
					Total :	33.12
163040	7/16/2015	0000743 PUGET SOUND ENERGY	200004839284		ELECTRICITY/1019 SW SWANTOWN AV	90.34
					Total :	90.34
163041	7/16/2015	0000960 REVENUE, WASHINGTON STATE DEPT OF	070915		SALES/USE TAX	52,573.79
					Total :	52,573.79
163042	7/16/2015	0000965 REVENUE, WASHINGTON STATE DEPT OF	070615		LEASEHOLD TAX	28,607.89
					Total :	28,607.89
163043	7/16/2015	0002508 RINEY PRODUCTION SERVICES	10-1563		TAPING SERVICES	3,028.05
					Total :	3,028.05
163044	7/16/2015	0005183 ROSE, MADELINE	1		TRAVEL REFUND	31.00
					Total :	31.00
163045	7/16/2015	0005812 RUSHWORKS	OAKHA071515		SUBSCRIPTION RENEWAL	356.00
					Total :	356.00

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163046	7/16/2015	0000781 SAFEWAY	728973 800563 804401A		GROCERIES GROCERIES GROCERIES	56.94 15.00 131.18 Total : 203.12
163047	7/16/2015	0007878 SCHUTTE FAMILY, LLC	070815		SITE PLAN REVIEW	392.00 Total : 392.00
163048	7/16/2015	0000799 SCOTTIES PLUMBING AND REPAIR	39758		WATER HEATER INSTALLATION	1,565.21 Total : 1,565.21
163049	7/16/2015	0005967 SEATTLE AUTOMOTIVE DIST	S5-657793 S6-663338		BRAKE LINING KIT ROTOR/PAD	61.81 279.86 Total : 341.67
163050	7/16/2015	0004415 SEATTLE PUMP	15-2767		JET HOSE	1,792.47 Total : 1,792.47
163051	7/16/2015	0000822 SHRED-IT USA, INC	9406351414		SHREDDING SERVICES	62.00 Total : 62.00
163052	7/16/2015	0000831 SIX ROBBLEES', INC	14-307200 14-307291 14-307768		PALLET/SHOE BOX BRAKE/TIRES PALLET/SHOE BOX	471.69 188.78 370.10 Total : 1,030.57
163053	7/16/2015	0000814 SKAGIT FARMERS SUPPLY	430399		CULTIVATOR	68.45 Total : 68.45
163054	7/16/2015	0004821 SME SOLUTIONS, LLC	184361 184361CM		D3 MAINTENANCE CREDIT	2,142.58 -723.17 Total : 1,419.41
163055	7/16/2015	0000879 SOLID WASTE ASSOCIATION OF	2016-73442		MEMBERSHIP RENEWAL/BEBEE	347.00 Total : 347.00
163056	7/16/2015	0000843 SOLID WASTE SYSTEMS, INC	0078168-IN 0078233-IN		CONTROL/CABLE MAC VALVE	206.29 144.34

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163056	7/16/2015	0000843 0000843 SOLID WASTE SYSTEMS, INC	(Continued)			Total : 350.63
163057	7/16/2015	0000846 SOUND PUBLISHING	WCW1328624		CITY AUCTION	1,295.84
			WCW635636		BIDS NE 4TH AVE MAIN	525.81
			WCW640180		SUMM OF ORDS 1735, 1736, 1737	61.05
			WCW640526		FINAL ACTION/CONDEMN	196.87
			WCW642290		NOA 7-11 OAK HARBOR	173.19
					Total :	2,252.76
163058	7/16/2015	0003883 STAPLES BUSINESS ADVANTAGE	3268493078		PAPER	32.59
			3268493079		LAMINATOR	84.75
			3268493080		TONER	180.51
			3268493084		MARKING REFILLABLE	14.45
			3269537387		BEVERAGE DISPENSER	54.11
			3269537388		NAPKINS	19.91
			3269537389		PLATES	41.09
			3269537390		TABLECOVER	16.04
			3269537391		TABLECOVER	12.57
			3269537395		LABELS/STAPLES	37.86
			3269537398		HP 950XL HYBLK/951 CMY CLR 4PK	102.17
			3270114978		BASIC SURGE	69.33
			3270114979		WEEKLY CALENDAR	75.61
					Total :	740.99
163059	7/16/2015	0005786 STOWES SHOES & CLOTHING	009510		BOOTS/HAMMOND	165.96
					Total :	165.96
163060	7/16/2015	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	120.00
					Total :	120.00
163061	7/16/2015	0000874 SURETY PEST CONTROL	1061504		PEST EXTERMINATION	30.44
			1061506		PEST EXTERMINATION	59.79
			1061509		PEST EXTERMINATION	43.48
			1061510		PEST EXTERMINATION	38.05
			1061512		PEST EXTERMINATION	43.48
			1061516		PEST EXTERMINATION	32.61
			1061527		PEST EXTERMINATION	30.44

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163061	7/16/2015	0000874 SURETY PEST CONTROL	(Continued) 1062381		PEST EXTERMINATION	59.79
					Total :	338.08
163062	7/16/2015	0007875 SYMBOL ARTS	0236450-IN		CENTENNIAL COINS	1,965.00
					Total :	1,965.00
163063	7/16/2015	0007568 THYSSENKRUPP ELEVATOR CORP	3001946912		ELEVATOR SERVICE	304.36
					Total :	304.36
163064	7/16/2015	0001053 TREASURER, WASHINGTON STATE	070115		COURT/BC FEES	9,298.66
					Total :	9,298.66
163065	7/16/2015	0000923 UNITED PARCEL SERVICE	0000A0182W255		SHIPPING	19.04
					Total :	19.04
163066	7/16/2015	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	968.99
					Total :	968.99
163067	7/16/2015	0004903 US BANK	4485590002431076 4485591000646855		CREDIT CARD PURCHASES CREDIT CARD PURCHASES	837.54 244.83
					Total :	1,082.37
163068	7/16/2015	0004903 US BANK	4485590002304679		CREDIT CARD PURCHASES	265.44
					Total :	265.44
163069	7/16/2015	0004903 US BANK	4485591001286149		CREDIT CARD PURCHASES	84.49
					Total :	84.49
163070	7/16/2015	0000926 USBLUEBOOK	676895		EFFLUENT PUMP	882.84
					Total :	882.84
163071	7/16/2015	0000934 UTILITIES UNDERGROUND LOCATION	5060174		JUN 2015/LOCATES	107.80
					Total :	107.80
163072	7/16/2015	0006837 VASQUEZ, MARGARET	1		TRAVEL REFUND	31.00
					Total :	31.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163073	7/16/2015	0007388 WALSTAD, TIM	040615 070615		WELLNESS INCENTIVE WELLNESS INCENTIVE	20.00 20.00
					Total :	40.00
163074	7/16/2015	0001052 WASHINGTON STATE PATROL	I15009552		BACKGROUND CHECKS	384.75
					Total :	384.75
163075	7/16/2015	0001055 WATERWORX DIVE SERVICE	070315		UNDERWATER SERVICES	1,878.34
					Total :	1,878.34
163076	7/16/2015	0003897 WELSHANS, KINDLE	070615		WELLNESS INCENTIVE	20.00
					Total :	20.00
163077	7/16/2015	0003486 WESTERN FACILITIES SUPPLY, INC	443190-00		DISINFECTANT CLEANER	389.45
					Total :	389.45
163078	7/16/2015	0001039 WESTERN PETERBILT, INC	S856147 S856248 T696578		JUMPER DOOR CHECK THERMOSTAT	111.34 129.48 53.25
					Total :	294.07
163079	7/16/2015	0005064 WHATCOM COUNTY AS FINANCE	23053		2ND QTR 2015/NW MINI CHAIN	863.75
					Total :	863.75
163080	7/16/2015	0000675 WHIDBEY COMMUNITY PHYSICIANS	061115-154 061915-117 063015-167		PHYSICAL/SABALOUSKY PHYSICAL/SHELLEY PHYSICAL/BAZA	150.00 150.00 150.00
					Total :	450.00
163081	7/16/2015	0001017 WHIDBEY PRINTERS	47755		INSPECTION REPORTS	254.53
					Total :	254.53
163082	7/16/2015	0007510 WHIDBEY TECH SOLUTIONS	61053		INTERNET SERVICES	1,023.95
					Total :	1,023.95
163083	7/16/2015	0001010 WHIDBEY TELECOM	3870841 3873805		CURRENT NET CHARGES FIRE ALARM MONITORING	41.45 63.05

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163083	7/16/2015	0001010 0001010 WHIDBEY TELECOM	(Continued)			Total : 104.50
163084	7/16/2015	0006969 WITMER PUBLIC SAFETY GROUP	1625293.001 1625293.002		MACE SPRAY POUCH CHEM AGENT	123.00 31.40 Total : 154.40
163085	7/16/2015	0004961 WOODWARD, GREGORY	070615		WELLNESS INCENTIVE	20.00 Total : 20.00
163086	7/16/2015	0006775 WORKSAFE SERVICE, INC	210365		DRUG TESTS	120.00 Total : 120.00
163087	7/16/2015	0001061 XEROX CORPORATION	701872054		MAY 2015/COPIER RENTAL	4,703.59 Total : 4,703.59
163088	7/16/2015	0003895 YZAGUIRRE, JENNIFER	EXP REIMB		EXP REIMB	33.55 Total : 33.55
163089	7/16/2015	0001067 ZEP SALES & SERVICE	9001727878		ZEP-O-SHINE	274.68 Total : 274.68
167 Vouchers for bank code : bank						Bank total : 1,073,574.15
167 Vouchers in this report						Total vouchers : 1,073,574.15

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
163090	7/22/2015	0007880 HARRINGTON, DAVE	Ref000225773		UB Refund Cst #00121236	15.11	
Total :						15.11	
163091	7/22/2015	0007881 JENSEN, KRISTI	Ref000225774		UB Refund Cst #00121240	23.32	
Total :						23.32	
163092	7/22/2015	0007884 MACNAUGHTON, MARK	Ref000225780		UB Refund Cst #00163080	233.46	
Total :						233.46	
163093	7/22/2015	0007882 PLUMBERG, MARK A	Ref000225775		UB Refund Cst #00122203	124.92	
Total :						124.92	
163094	7/22/2015	0007843 REMAX	Ref000225782		UB Refund Cst #00166052	39.22	
Total :						39.22	
163095	7/22/2015	0007883 STEWART, VICTORIA	Ref000225779		UB Refund Cst #00162293	189.36	
Total :						189.36	
163096	7/22/2015	0000973 WALDRON CONSTRUCTION	Ref000225781		UB Refund Cst #00164988	111.75	
Total :						111.75	
163097	7/22/2015	0001391 WINDERMERE	Ref000225776		UB Refund Cst #00127024	151.45	
			Ref000225777		UB Refund Cst #00127024	0.33	
			Ref000225778		UB Refund Cst #00127315	190.82	
Total :						342.60	
8 Vouchers for bank code :					bank	Bank total :	1,079.74
8 Vouchers in this report						Total vouchers :	1,079.74

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163098	7/24/2015	0007885 REDNECK PROPERTIES, LLC	070115		JUL 2015/PARKING LOT RENTAL	1,650.00
Total :						1,650.00
163099	7/24/2015	0007885 REDNECK PROPERTIES, LLC	080115		AUG 2015/PARKING LOT RENTAL	1,650.00
Total :						1,650.00
163100	7/30/2015	0007449 A-1 PERFORMANCE, INC	23062		REIMBURSEMENT	67.74
			23116		JANITORIAL SERVICES	491.92
			23190		JUL 2015/JANITORIAL SERVICES	3,066.58
Total :						3,626.24
163101	7/30/2015	0001609 ALL QUALITY STITCHES	543		SHIRTS	50.00
Total :						50.00
163102	7/30/2015	0007320 ALLIED 100	508593		ELECTRODES	648.00
Total :						648.00
163103	7/30/2015	0000041 AMERICAN FUNDS SERVICE COMPANY	072015		VOLUNTEER INCENTIVE PROGRAM	62.00
Total :						62.00
163104	7/30/2015	0000034 AMERICAN PLANNING ASSOCIATION	087067-1575		MEMBERSHIP/KAMAK	95.00
			197953-1575		MEMBERSHIP/LINDENBURG	400.00
Total :						495.00
163105	7/30/2015	0002044 ANACORTES.NET/HOW IT WORKS	36130		JUL 2015/WEB HOSTING	75.00
			36158		JUL 2015/WEB HOSTING	15.95
Total :						90.95
163106	7/30/2015	0003091 ANDRICOS, JOANN	1		TRAVEL REFUND	31.00
Total :						31.00
163107	7/30/2015	0005001 ARAMARK	1988040758		LAUNDRY SERVICES	27.30
			1988040759		LAUNDRY SERVICES	59.49
			1988047523		LAUNDRY SERVICES	19.83
			1988047524		LAUNDRY SERVICES	29.32
			1988047525		LAUNDRY SERVICES	12.44
			1988047526		LAUNDRY SERVICES	20.73

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163107	7/30/2015	0005001 ARAMARK	(Continued)			
			1988047527		LAUNDRY SERVICES	19.23
			1988047528		LAUNDRY SERVICES	42.31
			1988047529		LAUNDRY SERVICES	11.09
			1988052331		LAUNDRY SERVICES	38.22
			1988052334		LAUNDRY SERVICES	27.30
			1988052335		LAUNDRY SERVICES	64.86
			1988058901		LAUNDRY SERVICES	19.83
			1988058902		LAUNDRY SERVICES	29.32
			1988058903		LAUNDRY SERVICES	12.44
			1988058904		LAUNDRY SERVICES	20.73
			1988058905		LAUNDRY SERVICES	19.23
			1988058906		LAUNDRY SERVICES	42.31
			1988058907		LAUNDRY SERVICES	11.09
			1988063642		LAUNDRY SERVICES	27.30
			1988063643		LAUNDRY SERVICES	65.29
			1988070245		LAUNDRY SERVICES	20.42
			1988070246		LAUNDRY SERVICES	29.32
			1988070247		LAUNDRY SERVICES	12.44
			1988070248		LAUNDRY SERVICES	20.73
			1988070249		LAUNDRY SERVICES	19.23
			1988070250		LAUNDRY SERVICES	42.95
			1988070251		LAUNDRY SERVICES	11.09
			1988074964		LAUNDRY SERVICES	38.22
			1988074967		LAUNDRY SERVICES	49.70
			1988074968		LAUNDRY SERVICES	64.73
			1988081538		LAUNDRY SERVICES	17.71
			1988081539		LAUNDRY SERVICES	29.32
			1988081540		LAUNDRY SERVICES	12.44
			1988081541		LAUNDRY SERVICES	20.73
			1988081542		LAUNDRY SERVICES	16.51
			1988081543		LAUNDRY SERVICES	76.41
			1988081544		LAUNDRY SERVICES	11.09
			1988086904		LAUNDRY SERVICES	56.67
			1988086905		LAUNDRY SERVICES	65.33
			1988092889		LAUNDRY SERVICES	20.42
			1988092890		LAUNDRY SERVICES	29.32

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163107	7/30/2015	0005001 ARAMARK	(Continued)			
			1988092891		LAUNDRY SERVICES	12.44
			1988092892		LAUNDRY SERVICES	20.73
			1988092893		LAUNDRY SERVICES	16.51
			1988092894		LAUNDRY SERVICES	42.95
			1988092895		LAUNDRY SERVICES	11.09
					Total :	1,388.16
163108	7/30/2015	0004019 ASSOCIATED PETROLEUM PRODUCTS	0766161-IN		FUEL	7,933.76
			0772416-IN		FUEL	6,846.88
					Total :	14,780.64
163109	7/30/2015	0000159 AT&T MOBILITY	287249477751X0724201		AIRCARDS	407.13
					Total :	407.13
163110	7/30/2015	0000065 AVOCET ENVIRONMENTAL TESTING	1502363-IN		TESTING	244.00
			1502391-IN		TESTING	105.00
					Total :	349.00
163111	7/30/2015	0004733 BARRON HEATING & AIR COND, INC	165038		ROOFTOP UNIT REPAIR	1,434.85
					Total :	1,434.85
163112	7/30/2015	0000103 BLADE CHEVROLET, INC	162129		CONNECTOR/SOLENOID	71.50
					Total :	71.50
163113	7/30/2015	0004631 BLAKE, KAY	1		TRAVEL REFUND	31.00
					Total :	31.00
163114	7/30/2015	0004917 BLATTMAN, ENA KAY	1		TRAVEL REFUND	15.00
					Total :	15.00
163115	7/30/2015	0007807 BLIND ENTERPRISES	2290		MIDNIGHT TAPE	7.00
					Total :	7.00
163116	7/30/2015	0000109 BLUMENTHAL UNIFORMS	145646		SHIRT/BRAUNSTEIN	181.53
			146014		SHIRT/LAWLER	101.09
			150435		BOOTS/BACKPACK	292.33

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163116	7/30/2015	0000109 0000109 BLUMENTHAL UNIFORMS	(Continued)			Total : 574.95
163117	7/30/2015	0001558 BOUND TREE MEDICAL, LLC	81853185		SMART PADS/GLOVES	275.64
						Total : 275.64
163118	7/30/2015	0005615 BUILDERS EXCHANGE OF	1046907		PUBLISH PROJECTS ONLINE	13.95
						Total : 13.95
163119	7/30/2015	0000627 CAPITAL ONE COMMERCIAL	217449 222611		SUPPLIES SUPPLIES	549.80 598.98
						Total : 1,148.78
163120	7/30/2015	0006016 CARTER, MARGOT L	071615		PUBLIC DEFENSE	600.00
						Total : 600.00
163121	7/30/2015	0000153 CASCADE COLUMBIA DISTRIBUTION	646147		SODIUM FLUORIDE	2,865.99
						Total : 2,865.99
163122	7/30/2015	0000150 CASCADE NATURAL GAS	03963180678 08793000004 11829220273 12470743597 13275491754 36624000000 40661045647 45420760055 57309970234 58793000009 62337906945 67984882349 80434000008 82193000005 90134000000 92612025210		NATURAL GAS/210 NATURAL GAS/POLICE STATION NATURAL GAS/208 NATURAL GAS/207 NATURAL GAS/205 NATURAL GAS/FIRE STATION NATURAL GAS/ANIMAL SHELTER NATURAL GAS/202 NATURAL GAS/201 NATURAL GAS/CITY HALL NATURAL GAS/204 NATURAL GAS/209 NATURAL GAS/CITY SHOP NATURAL GAS/ANNEX NATURAL GAS/ADULT CARE CENTER NATURAL GAS/203	10.60 23.36 10.60 11.61 10.60 67.25 47.21 10.60 10.60 99.68 10.60 17.68 145.48 14.77 14.77 10.60
						Total : 516.01
163123	7/30/2015	0004605 CEMEX	9431276040 9431285787		SWEEPINGS SWEEPINGS	1,575.33 1,720.12

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163123	7/30/2015	0004605 0004605 CEMEX			(Continued)	Total : 3,295.45
163124	7/30/2015	0007206 CLARK, ARLENE	1		TRAVEL REFUND	10.00
						Total : 10.00
163125	7/30/2015	0005485 CLATTERBUCK, TOM	1		TRAVEL REFUND	93.00
						Total : 93.00
163126	7/30/2015	0000179 CLERKS PETTY CASH	072315		PETTY CASH	155.00
						Total : 155.00
163127	7/30/2015	0004520 COASTAL WEAR PRODUCTS	5727		GUTTER BROOM	708.71
						Total : 708.71
163128	7/30/2015	0000188 CODE PUBLISHING COMPANY	50389		MUNICIPAL CODE UPDATES	242.76
						Total : 242.76
163129	7/30/2015	0005773 COMCAST	8498300270032002 8498300270032028 8498300290363841		CABLE XFINITY INTERNET	115.54 20.23 228.98
						Total : 364.75
163130	7/30/2015	0007704 CRONIN FORESTRY	072715		PROF SVC/LAND SERVICES	2,592.86
						Total : 2,592.86
163131	7/30/2015	0000220 CUMMINS NORTHWEST, INC	001-61927 001-62315 018-62970		GASKET/SEAL/SENSOR PRESSURE CAP PUMP/THERMOSTAT	245.75 76.05 244.80
						Total : 566.60
163132	7/30/2015	0000256 DAY WIRELESS SYSTEMS	172396-00		TERMINAL KIT/CABLE/ANTENNA	937.93
						Total : 937.93
163133	7/30/2015	0000247 DIAMOND RENTALS	1-515826-18 1-522682-9 1-525644-4 1-525645-4 1-525647-4		PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES	30.00 60.00 30.00 30.00 30.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163133	7/30/2015	0000247 DIAMOND RENTALS	(Continued) 1-525780-4 1-528193 1-528295 1-529283		PORTABLES CAN PUMPING CAN PUMPING PULLY FLAT	30.00 127.60 70.00 193.32
Total :						600.92
163134	7/30/2015	0000273 EDGE ANALYTICAL, INC	15-12868 15-12872 15-12874 15-13980		TESTING TESTING TESTING TESTING	280.00 290.00 246.00 18.00
Total :						834.00
163135	7/30/2015	0000278 EMERALD SERVICES, INC	I359822		RECYCLING	634.11
Total :						634.11
163136	7/30/2015	0005842 EMERY, DEANNA	TRAVEL REIMB		TRAVEL REIMB	839.00
Total :						839.00
163137	7/30/2015	0000394 EMPLOYERS UNITY, LLC	12757		3RD QTR 2015/UNEMPLOYMENT SERV	330.00
Total :						330.00
163138	7/30/2015	0001789 ESPARZA, RONALD W	TRAVEL REIMB		TRAVEL REIMB	69.00
Total :						69.00
163139	7/30/2015	0007889 FANTUS, ERIN	072315		DUMPSTER DEPOSIT REFUND	2,000.00
Total :						2,000.00
163140	7/30/2015	0002900 FASTENAL	WAOAK20505		GENPRHS/CAM&GROOVE	492.85
Total :						492.85
163141	7/30/2015	0007887 FISHER, BRANDON OR JESSICA	072215		KEY DEPOSIT REFUND	5.00
Total :						5.00
163142	7/30/2015	0007141 FREEDOM PROPERTIES, LLC	073115		JUL 2015/ANIMAL SHELTER	2,500.00
Total :						2,500.00
163143	7/30/2015	0000355 FRONTIER	007-9244		CURRENT PHONE CHARGES	258.72

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163143	7/30/2015	0000355 FRONTIER	(Continued)			
			279-0841		CURRENT PHONE CHARGES	83.22
			279-1060		CURRENT PHONE CHARGES	65.92
			279-2236		CURRENT PHONE CHARGES	118.13
			675-2111		CURRENT PHONE CHARGES	70.28
			675-3121		CURRENT PHONE CHARGES	64.50
			675-5190		CURRENT PHONE CHARGES	41.99
			675-6794		CURRENT PHONE CHARGES	64.45
			679-2530		CURRENT PHONE CHARGES	64.16
			679-5551		CURRENT PHONE CHARGES	173.96
			679-8702		CURRENT PHONE CHARGES	73.67
			770-2694		CURRENT PHONE CHARGES	40.11
			770-2715		CURRENT PHONE CHARGES	33.80
					Total :	1,152.91
163144	7/30/2015	0000329 GALLS	003760485		PANTS	125.78
			003781443		NAMEPLATES	28.55
					Total :	154.33
163145	7/30/2015	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	437.00
			EXP REIMB		EXP REIMB	760.00
					Total :	1,197.00
163146	7/30/2015	0000345 GREATER OAK HBR CHAMBER OF COM	072315		REIMBURSEMENT	1,578.87
					Total :	1,578.87
163147	7/30/2015	0007709 HOFFMAN CONSTRUCTION COMPANY	C02		PROF SVC/OAK HARBOR CLEAN WATE	760,896.89
					Total :	760,896.89
163148	7/30/2015	0003095 HOME DEPOT CREDIT SERVICES	1020863		HEADGE SHEARS	30.40
			1020940		NAILS	2.18
			1022615		SHEETING/HOSE BIBS	160.45
			1022654		RESIN/PTN/BUC	73.24
			1024446		TRASH BAGS	19.40
			1613016		FILTER	8.69
			22767		GLOVES/HOLE H	329.34
			3020070		CORDS	25.82

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163148	7/30/2015	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			3560530		TAPE MEAS/EXT PAINT	54.30
			4022134		FIXER KIT	7.86
			4022135		FILTERS	114.08
			4025556		BRAID ROPE	21.70
			4564512		CL/PLUG	24.79
			4594248		TIE WH	56.47
			5021997		TISHLDEXSCCH	5.44
			5022011		HOOD/KIT	28.23
			595169		PAINT/BRUSHES/LIGHTING	74.02
			6025225		DUAL FULL	4.02
			6574280		TAPE/MAP/BLADE	63.95
			6574296		TOTES	148.28
			6574309		MALLET/HAMMER/WRENCH	67.33
			9021293		PANEL/LOCK/TAPE	61.93
			9560211		TANK EXCHANGE	21.71
			9574654		STAPLES/PADLOCK	27.23
					Total :	1,430.86
163149	7/30/2015	0005250 HONEYMOON BAY COFFEE ROASTERS	004635		COFFEE SUPPLIES	47.11
			396573		COFFEE SUPPLIES	47.11
			396616		COFFEE SUPPLIES	93.22
			396755		COFFEE SUPPLIES	93.22
					Total :	280.66
163150	7/30/2015	0000396 I-COM	15-724OHPD		SOFTWARE PROGRAMMING	433.71
					Total :	433.71
163151	7/30/2015	0000253 ID TECHNOLOGY SERVICES	15040274		TABLETS	3,189.70
					Total :	3,189.70
163152	7/30/2015	0005872 IMPAIRED DRIVING IMPACT PANEL	071815		DUI/UNDERAGE DRINKING PREVENTIC	166.67
					Total :	166.67
163153	7/30/2015	0005280 INNOVYZE, INC	05499AM-2015		H20NET SUITE	1,087.00
					Total :	1,087.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163154	7/30/2015	0000411 ISLAND COUNTY TREASURER	071015 071515		2ND QTR 2015/JANITORIAL/REPAIRS/O 2ND QTR 2015/MUNICIPAL COURT EXP	4,635.50 46,609.62 Total : 51,245.12
163155	7/30/2015	0000415 ISLAND DISPOSAL	070615		JUN 2015/COLLECTION CHARGES	21,490.28 Total : 21,490.28
163156	7/30/2015	0000433 ISLAND DRUG	114508225139		INMATE MEDS	3.40 Total : 3.40
163157	7/30/2015	0000438 ISLAND PAINT & GLASS	29608 29613 29889		PAINT PAINT INSTALLATION	36.90 39.12 625.03 Total : 701.05
163158	7/30/2015	0000441 ISLAND SYSTEMS	234811		WATER/MARINA	28.60 Total : 28.60
163159	7/30/2015	0006362 KBA, INC	3002296		PROF SVC/CLEAN WATER FACILITY & C	63,791.64 Total : 63,791.64
163160	7/30/2015	0000476 KERR, JACK	07-15		JUL 2015/PUBLIC DEFENSE SCREENIN	1,400.00 Total : 1,400.00
163161	7/30/2015	0005843 LAND TITLE AND ESCROW OF	109905-O		SUBDIVISION REPORT	1,576.15 Total : 1,576.15
163162	7/30/2015	0000889 LANGUAGE EXCHANGE	07		INTERPRETER SERVICES	227.50 Total : 227.50
163163	7/30/2015	0000979 LES SCHWAB	41400194632		INDUSTRIAL RIBLESS	77.80 Total : 77.80
163164	7/30/2015	0001909 LONG, JAY	1 1		DRIVING SERVICES DRIVING SERVICES	99.00 129.00 Total : 228.00
163165	7/30/2015	0000524 LYNDEN ICE	115007903		ICE	108.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163165	7/30/2015	0000524 LYNDEN ICE	(Continued) 119002149 119002297 18352		ICE ICE PARTY ICE	120.00 330.00 1,064.80 Total : 1,622.80
163166	7/30/2015	0001895 MACK, JOAN	1		TRAVEL REFUND	31.00 Total : 31.00
163167	7/30/2015	0000660 MARKET PLACE FOOD & DRUG	091265 998348		GROCERIES GROCERIES	236.77 266.38 Total : 503.15
163168	7/30/2015	0006072 MASTER'S TOUCH, LLC	P40217 P40218		JUN 2015/POSTAGE FOR LATE NOTICE JUN 2015/POSTAGE FOR STATEMENTS	434.36 3,038.03 Total : 3,472.39
163169	7/30/2015	0006072 MASTER'S TOUCH, LLC	40217 40218		JUN 2015/MAILING SERVICES FOR LAT JUN 2015/MAILING SERVICES FOR STA	248.92 1,495.34 Total : 1,744.26
163170	7/30/2015	0000040 MATRIX	608374924		LONG DISTANCE	418.42 Total : 418.42
163171	7/30/2015	0006028 MCI COMM SERVICE	679-3902		LONG DISTANCE	37.62 Total : 37.62
163172	7/30/2015	0004818 MICHAEL BOBBINK LAND USE SRVCS	072315		JUL 2015/HEARING EXAMINER SERVIC	1,500.00 Total : 1,500.00
163173	7/30/2015	0007129 MICRO PRECISION CALIBRATION, I	STL-19339		CALIBRATION	237.08 Total : 237.08
163174	7/30/2015	0000586 MOTOROLA SOLUTIONS, INC	13069332		RADIOS	13,327.72 Total : 13,327.72
163175	7/30/2015	0004423 MUNICIPAL EMERGENCY SERVICES	00652319_SNV		PACKING/O-RING	301.64

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163175	7/30/2015	0004423 0004423 MUNICIPAL EMERGENCY SERVICES	(Continued)			Total : 301.64
163176	7/30/2015	0007670 NETWORKFLEET, INC	INVE0081606		PARTS	473.38 Total : 473.38
163177	7/30/2015	0000610 NORTH CENTRAL LABORATORIES	358171		BOD SEED/PLAST/STANDARD/CYLINDR	1,034.75 Total : 1,034.75
163178	7/30/2015	0003946 OAC SERVICES, INC	129824		PROF SVC/OAK HARBOR WWT	708.00 Total : 708.00
163179	7/30/2015	0000672 OAK HARBOR ACE	256344		CEMENT/PRIMER/COUPLE/HANDLE	50.81
			257628		NIPPLE/CONNECT/BUSHING	9.75
			257819		PUTTY KNIFE/CAULK	46.50
			257833		CONTAINER/EPOXY/FASTENERS	43.09
			257910		CAPS	2.70
			257955		NAILS/PAINT	14.61
			257995		NIPPLE/COUPLE	2.15
			258028		PRIMER	70.39
			258032		STIHL	132.04
			258063		DEHUMIDIFIER	13.58
			258088		BUSHING	3.89
			258094		COUPLE	2.15
			258096		ELBOW/COUPLE	1.70
			258153		ADAPTER/CLAMP/COUPLE/BUSHING/N	22.96
			258154		FASTENERS	7.62
			258182		SCREW/NUT	52.13
			258194		ANCHOR/HOOK	10.85
			258246		SHACKLE	14.64
			258275		PAINT	182.55
			258283		BLADE/COUPLE	45.62
			258292		COUPLE/THREAD SEAL TAPE	23.32
			258335		THREADLOCKER/CAP HOSE/DRAIN	22.25
			258337		TEE/ADAPTER/BUSHINGS/ELBOW/COL	65.31
			258349		CEMENT/PRIMER	17.37
			258354		BUSHING/COUPLE	3.02
			258391		BATTERY	15.21

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163179	7/30/2015	0000672 OAK HARBOR ACE	(Continued)			
			258408		TAPE/COUPLE/FASTENERS	30.78
			258454		BUG SPRAY/SCREWS	16.81
			258469		FASTENERS	1.13
			258515		WASHER	1.07
			258545		CHAINSAW REPAIR	35.33
			258563		FASTENERS	0.54
					Total :	961.87
163180	7/30/2015	0000668 OAK HARBOR AUTO CENTER	001-241157		PARTS	2.61
			001-244899		FUEL CAP	12.35
			001-245077		SPARK PLUG	2.39
			001-245297		FILTERS	78.44
			001-245298		F/W SEP	29.85
			001-245550		RACK	569.13
			001-245635		PAG ISO 150	6.45
			001-245637		FILTERS	8.82
			001-245681		GAUGE	37.07
			001-245707		MINI LAMP	2.87
			001-245767		RADIATOR	154.00
			001-245961		SQUEEGEE	36.46
			001-245963		CAP	4.32
			001-246016		BEAM	23.73
			001-246417		FILTERS	1.41
			001-246465		FILTERS	46.32
			001-246472		FILTERS	-2.83
			001-246707		LUBE	30.70
					Total :	1,044.09
163181	7/30/2015	0006743 OAK HARBOR ELKS LODGE	073115		MARATHON SERVICES	3,000.00
					Total :	3,000.00
163182	7/30/2015	0000681 OAK HARBOR SCHOOL DISTRICT	0000140174		JUL 2015/COMPUTER NETWORK SUPP	9,660.00
					Total :	9,660.00
163183	7/30/2015	0007548 OFFICE AUTOMATION SYSTEMS	100245		CONTRACT SERVICES	316.97

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163183	7/30/2015	0007548 0007548 OFFICE AUTOMATION SYSTEMS	(Continued)			Total : 316.97
163184	7/30/2015	0001377 ORCA INFORMATION	396261		PRE-EMPLOYMENT/BOWMAN	75.00
			397513		PRE-EMPLOYMENT/WARNER	75.00
			397527		PRE-EMPLOYMENT/WARNER	40.00
			398178		PRE-EMPLOYMENT/SIEBEL	40.00
			398235		PRE-EMPLOYMENT/SIEBEL	75.00
			398567		PRE-EMPLOYMENT/WADE	75.00
					Total :	380.00
163185	7/30/2015	0002985 PACIFIC TIRE CO. INC	0089395		TIRES	1,464.62
			0089406		TIRES	111.76
			0089407		TIRES	78.12
			0089408		TIRES	78.12
			0089613		TIRES	85.72
			0089614		TIRES	85.72
			0089615		TIRES	746.46
			0089651		TIRES	1,265.11
					Total :	3,915.63
163186	7/30/2015	0000709 PERS	01114542		JUN 2015/UNFUNDED LIABILITY	26.98
					Total :	26.98
163187	7/30/2015	0007751 PHENOVA	115713		DISSOLVED OXYGEN	102.53
					Total :	102.53
163188	7/30/2015	0007891 PHOENIX MAILING, LLC	37241		OAK HARBOR CLEAN WATER NEWSLE	2,616.31
					Total :	2,616.31
163189	7/30/2015	0000729 POSTMASTER	071515		POSTAGE	190.00
					Total :	190.00
163190	7/30/2015	0000730 POWELL, JANIS	1		DRIVING SERVICES	84.00
					Total :	84.00
163191	7/30/2015	0004622 POWERS-RANG, LISA	EXP REIMB		EXP REIMB	498.69
					Total :	498.69

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
163192	7/30/2015	0006685	PROFESSIONAL LAW ENFORCEMENT		Q-705	REGISTRATION/HOAGLAND	125.00
					Q-706	REGISTRATION/SILVEIRA	125.00
					Q-749	REGISTRATION/POWERS-RANG	125.00
					Total :	375.00	
163193	7/30/2015	0005069	PROFORCE LAW ENFORCEMENT	243024	POWER MAG	709.33	
					Total :	709.33	
163194	7/30/2015	0000746	PUGET SAFETY EQUIPMENT		0027530-IN	VESTS/HARDHATS	543.94
					0027531-IN	GLOVES	116.31
					0027572-IN	SHIRTS/SOLES	323.10
					Total :	983.35	
163195	7/30/2015	0000743	PUGET SOUND ENERGY		200000881421	ELECTRICITY/TREATMENT PLANT	1,135.58
					200000919684	ELECTRICITY/1501 SE CITY BEACH ST	10.16
					200000947859	ELECTRICITY/CITY SHOP	1,864.41
					200001097589	ELECTRICITY/1500 S BEEKSMA DR EB/	11.77
					200001884218	ELECTRICITY/1888 NE 5TH AVE PUMP	13.19
					200002036164	ELECTRICITY/30505 ROUTE 20	135.35
					200002036719	ELECTRICITY/34777 STATE ROUTE 20 S	62.11
					200002036917	ELECTRICITY/BTWN BAYSHORE DR & I	150.65
					200002037097	ELECTRICITY/2000 SW SCENIC HEIGH'	19.71
					200002037261	ELECTRICITY/1780 SW SPRINGFIELD C	10.98
					200002037501	ELECTRICITY/3285 SW SCENIC HEIGH'	82.19
					200002170617	ELECTRICITY/552 NW CLIPPER DR	10.16
					200002511539	ELECTRICITY/2075 SW FT	94.53
					200002723381	ELECTRICITY/1500 S BEEKSMA DR CM	139.08
					200003267636	ELECTRICITY/1000 SE IRELAND ST	13.94
					200003459654	ELECTRICITY/1957 FORT NUGENT RD I	167.43
					200004342099	ELECTRICITY/650 NE 7TH AVE SEWAGI	29.60
					200004562878	ELECTRICITY/800 SE MIDWAY BLVD LI	103.05
					200004856627	ELECTRCIITY/1577 NW 8TH AVE	10.25
					200005263310	ELECTRICITY/SMITH PARK	10.16
					200005461666	ELECTRICITY/1500 S BEEKSMA DR WK	11.95
					200005933094	ELECTRICITY/700 SE PIONEER WAY LA	5,654.20
					200006103952	ELECTRICITY/5941 STATE ROUTE 20	12.25
200007268135	ELECTRICITY/SW ERIE ST SW BARRIN	173.42					

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163195	7/30/2015	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200007702943		ELECTRICITY/700 AV W & MIDWAY	121.45
			200007824192		ELECTRICITY/75 SE JEROME ST	10.16
			200008386993		ELECTRICITY/FABER ST & HARVEST D	10.77
			200008816189		ELECTRICITY/ANNEX	13.01
			200010322895		ELECTRICITY/2330 SW ROSARIO PL	40.30
			200010499248		ELECTRICITY/1948 NW CROSBY AVE	87.63
			200010499446		ELECTRICITY/1661 NE 16TH AVE SWRS	17.81
			200010530240		ELECTRICITY/651 SE BAYSHORE DR LI	56.20
			200010530802		ELECTRICITY/1501 SE CITY BEACH ST	34.50
			200010531024		ELECTRICITY/940 SE PIONEER WAY	152.45
			200010531172		ELECTRICITY/1300 NE BIG BERRY LOC	10.77
			200010531354		ELECTRICITY/1500 S BEEKSMA DR CAI	107.22
			200010531941		ELECTRICITY/800 SE DOCK ST	71.05
			200010699706		ELECTRICITY/1500 S BEEKSMA DR BAI	107.22
			200011316839		ELECTRICITY/SR 20 & 650 AV W	639.57
			200011551930		ELECTRICITY/ADULT CARE CENTER	29.79
			200011579964		ELECTRICITY/285 SE JEROME ST	33.87
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	10.16
			200012278087		ELECTRICITY/FIRE STATION	1,197.42
			200012838765		ELECTRICITY/PIONEER PARK	17.08
			200013734963		ELECTRICITY/672 CHRISTIAN RD PUMI	2,344.91
			200013968405		ELECTRICITY/1540 SE PIONEER WAY L	94.06
			200014151886		ELECTRICITY/1370 SE DOCK ST	43.15
			200014596478		ELECTRICITY/CITY HALL	920.64
			200015399153		ELECTRICITY/1678 SW 8TH AVE	10.16
			200015618321		ELECTRICITY/600 NE 7TH AVE	95.01
			200015685833		ELECTRICITY/287 SE CABOT DR SWRF	60.87
			200017255619		ELECTRICITY/690 SW HELLER RD WTF	318.62
			200017441482		ELECTRICITY/CITY BEACH PARK	882.23
			200017575347		ELECTRICITY/1367 NW CROSBY AVE S	78.09
			200017653656		ELECTRICITY/3300 OLD GOLDIE RD PL	69.41
			200017654415		ELECTRICITY/1000 SW THORNBERRY I	177.78
			200017853025		ELECTRICITY/2081 NE 9TH AVE SWRPI	11.20
			200019043344		ELECTRICITY/90 SE PIONEER WAY LIG	37.65
			200019500517		ELECTRICITY/1137 NW KATHLEEN DR I	48.45
			200020179194		ELECTRICITY/626 CHRISTIAN RD	11.50

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163195	7/30/2015	0000743 PUGET SOUND ENERGY	(Continued)			
			200020308330		ELECTRICITY/1500 S BEEKSMA DR KIT	10.16
			200022441113		ELECTRICITY/980 SW MCCROHAN ST I	35.95
			200022988147		ELECTRICITY/TRAILER PK S END	26.17
			200023231067		ELECTRICITY/945 E WHIDBEY AVE #B	18.70
			200023360569		ELECTRICITY/700 W HELLER RD TRAFI	45.22
			200024715845		ELECTRICITY/1285 NE TAFTSON ST LF	31.21
			200025075157		ELECTRICITY/33500 STATE ROUTE 20	167.52
			220000598098		ELECTRICITY/2725 NE GOLDIE ST	109.03
			220002247165		ELECTRICITY/SW FAIRWAY POINT DR I	13.40
			220003651407		ELECTRICITY/101	409.12
			220003735804		ELECTRICITY/275 SE PIONEER WAY	959.71
			220005593946		ELECTRICITY/1770 NE GOLDIE ST PUM	15.50
			220005790955		ELECTRICITY/301 SE PIONEER WAY	228.29
			300000005003		ELECTRICITY/CITY BEACH PARK	766.29
			300000007421		ELECTRICITY/FAIRWAY POINT	126.96
			300000009906		ELECTRICITY/PARKS	49.51
			300000010409		ELECTRCIITY/PARKS	120.61
			300000010458		ELECTRICITY/INTERSECTION OF MIDV	191.05
			300000010516		ELECTRICITY/MIDWAY BLVD LIGHTS	131.45
					Total :	21,354.13
163196	7/30/2015	0006762 RAINIER ENVIRONMENTAL	1888		TESTING	3,000.00
					Total :	3,000.00
163197	7/30/2015	0007714 RALLS, BETTY	1		TRAVEL REFUND	31.00
					Total :	31.00
163198	7/30/2015	0007886 REECE CONSTRUCTION COMPANY	071715		BUSINESS LICENSE OVERPAYMENT	12.50
					Total :	12.50
163199	7/30/2015	0007200 SAGE SOFTWARE, INC	2001328167		SUBSCRIPTION RENEWAL	2,849.03
					Total :	2,849.03
163200	7/30/2015	0005967 SEATTLE AUTOMOTIVE DIST	S6-679580		V-BELT	72.89
			S6-680613		TENSIONER	196.94
			S6-684123		PULLEYS	148.66

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163200	7/30/2015	0005967 0005967 SEATTLE AUTOMOTIVE DIST	(Continued)			Total : 418.49
163201	7/30/2015	0007800 SEBRIS BUSTO JAMES	58781		PROF SVC/BARGAINING	336.00
						Total : 336.00
163202	7/30/2015	0000809 SENIOR SERVICES OF ISLAND	OH06-2015		JUN 2015/SENIOR SERVICES	1,500.00
						Total : 1,500.00
163203	7/30/2015	0005085 SEVERNS, ROBERT	TRAVEL REIMB		TRAVEL REIMB	209.30
						Total : 209.30
163204	7/30/2015	0000816 SHELL FLEET PLUS	0000000065163545507		FUEL	97.37
						Total : 97.37
163205	7/30/2015	0000822 SHRED-IT USA, INC	9406351255		SHREDDING	70.60
						Total : 70.60
163206	7/30/2015	0000831 SIX ROBBLEES', INC	14-308604		PALLET/SHOE BOX	370.10
						Total : 370.10
163207	7/30/2015	0000814 SKAGIT FARMERS SUPPLY	429820 431766 431797 432030		DAFARI III PER 3# HERBICIDE INSECT SPRAY PROPANE	358.06 70.64 73.87 7.95
						Total : 510.52
163208	7/30/2015	0006605 SKAGIT POWDER COATING, INC	16938		I BEAM SERVICES	466.55
						Total : 466.55
163209	7/30/2015	0000876 SKAGIT VALLEY COLLEGE	23361		2ND QTR 2015/BUILDING OPERATIONS	15,776.21
						Total : 15,776.21
163210	7/30/2015	0007890 SMARSH, INC	INV00087502		ARCHIVING PLATFORM	298.00
						Total : 298.00
163211	7/30/2015	0000846 SOUND PUBLISHING	739143 WCW1328624 WCW634356		JUN 2015/PUBLICATIONS-ACCT#801250 CITY AUCTION NOTICE OF PUBLIC HEARING	854.73 1,295.84 98.43

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163211	7/30/2015	0000846 SOUND PUBLISHING	(Continued) WCW642769 WCW643405 WCW644312 WCW644318		CITY ORDINANCES CITY APPLICATIONS CITY ORDINANCES CITY NOTICES	49.84 144.54 51.09 155.75
Total :						2,650.22
163212	7/30/2015	0000860 STANDARD INSURANCE COMPANY	072115		LIFE/POCFF	358.13
Total :						358.13
163213	7/30/2015	0003883 STAPLES BUSINESS ADVANTAGE	3269537392 3269537393 3269537394 3269537396 3269537397 3270114977 3270114980 3271184551 3271681942 3271681943		TONER POST IT NOTES/PENS BATTERIES/POST-ITS FOLDERS TONER/PAPER POST IT NOTES SWITCH MEMORY CARD INDEX CARDS/POST-IT NOTES FILTER	111.41 61.31 52.68 31.61 415.88 14.77 30.97 127.59 20.65 132.49
Total :						999.36
163214	7/30/2015	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	127.00
Total :						127.00
163215	7/30/2015	0004050 SUMMIT LAW GROUP	74560		PROF SVC/GRIEVANCE ARBITRATION	56.00
Total :						56.00
163216	7/30/2015	0003086 SUPER HAWK CANOPY	5679		CANOPY	1,300.92
Total :						1,300.92
163217	7/30/2015	0000874 SURETY PEST CONTROL	1066244 1067000 1067372 1068878		PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION	59.79 54.35 59.79 146.75
Total :						320.68
163218	7/30/2015	0007265 THOMPSON, ANNA	072015		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163218	7/30/2015	0007265 0007265 THOMPSON, ANNA	(Continued)			Total : 20.00
163219	7/30/2015	0007888 TRAFFIC SAFETY COMMISSION, WASHINGT	072315		GRANT MONEY REFUND	761.31
						Total : 761.31
163220	7/30/2015	0000910 TRAFFIC SAFETY SUPPLY CO	100623		POSTS	709.17
						Total : 709.17
163221	7/30/2015	0000986 TRANSPORTATION, WASHINGTON STATE DE	RE-313-ATB50714217 RE-313-ATB50721004		PROF SVC/2015 BRIDGE INSPECTIONE PROF SVC/2015 BRIDGE INSPECTIONE	8,990.00 855.85
						Total : 9,845.85
163222	7/30/2015	0006331 ULINE	69029494		STORAGE BOXES	352.88
						Total : 352.88
163223	7/30/2015	0000923 UNITED PARCEL SERVICE	0000A0182W295		SHIPPING	1.14
						Total : 1.14
163224	7/30/2015	0004903 US BANK	4485591001332901		CREDIT CARD PURCHASES	1,453.41
						Total : 1,453.41
163225	7/30/2015	0006156 US POSTAL SERVICE - HASLER	071515		POSTAGE/#182677	3,000.00
						Total : 3,000.00
163226	7/30/2015	0000932 VERIZON WIRELESS	9748661065		CURRENT COMM CHARGES	4,950.53
						Total : 4,950.53
163227	7/30/2015	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW OI	37		PROF SVC/GENERAL	18,176.21
						Total : 18,176.21
163228	7/30/2015	0007094 WESTERN EQUIPMENT DIST, INC	781609.2		MERCURY SWITCH	83.97
						Total : 83.97
163229	7/30/2015	0003486 WESTERN FACILITIES SUPPLY, INC	443190-02 443190-03		TILE/GROUT REJUV CLEANER	95.42 111.16
						Total : 206.58
163230	7/30/2015	0001039 WESTERN PETERBILT, INC	E222240		COMPRESSOR/VALVE	373.30

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
163230	7/30/2015	0001039 WESTERN PETERBILT, INC	(Continued) E222654 S857871 S857889		ADDITIVE HOSE FILTER	23.24 330.64 63.67	
						Total :	790.85
163231	7/30/2015	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1282 1283		MAY 2015/ANIMAL CONTROL JUN 2015/ANIMAL CONTROL	8,333.37 8,333.37	
						Total :	16,666.74
163232	7/30/2015	0001017 WHIDBEY PRINTERS	47827 47864		ANIMAL LICENSE FORMS CAMPING REMITTANCE ENVELOPES	247.88 325.52	
						Total :	573.40
135 Vouchers for bank code :		bank				Bank total :	1,123,373.98
135 Vouchers in this report						Total vouchers :	1,123,373.98

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

Bill No. 4.C.
Date: August 5, 2015
Subject: Professional Services Agreement
with Cronin Forestry - Timber
Harvest Proposal

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing the Mayor to sign a Professional Services Agreement with Cronin Forestry in an amount not to exceed \$5,060.00 to provide the City with consultant services for the harvesting of timber on parcels R13324-461-3620 and R13324-461-2960.

BACKGROUND / SUMMARY INFORMATION

This agenda bill seeks authorization to enter into a Professional Services Agreement with Cronin Forestry to assist the City through the process of having the Sleeper Pit property timber harvested. The current contract with Cronin Forestry has recently expired.

Last June the City entered into a one year agreement with Cronin Forestry to assist the City in harvesting timber located on City property on Sleeper Road. Cronin Forestry has completed a timber cruise, which is an estimate of harvestable timber, property boundary assessment, obtained the necessary permits and is now in the final stages of facilitating the bidding and sale of the timber to the most qualified logging company. The original agreement has expired. In order to proceed with the project, a new agreement with Cronin Forestry is necessary. The scope of work for the new agreement includes:

- Final preparation of the timber sale contract and other timber sale documents;
- Answering questions and receiving and reviewing the timber sale bids;
- Attend a pre-work conference with sale purchaser representative;
- Administer the timber sale contract; and
- Prepare the reforestation plan, approve and administer the planting contract.

Cronin Forestry has been very responsive and has done all that has been required of them. Therefore, staff is recommending continuing the process by entering into another Professional Services Agreement with Cronin Forestry for an amount not to exceed \$5,060.00.

LEGAL AUTHORITY

FISCAL IMPACT

The cost of this contract will not exceed \$5060.00. Funds are available from the General Fund.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Bill of Sale and Contract for Sleeper Road Timber](#)
2. [Timber Notice of Sale](#)
3. [Exhibit A - Cronin Forestry Scope of Work](#)
4. [Professional Services Agreement with Cronin Forestry](#)

**BILL OF SALE AND CONTRACT FOR
SLEEPER ROAD TIMBER**

EXPORT RESTRICTED

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, between the CITY OF OAK HARBOR, a municipal corporation hereinafter referred to as "City", and _____ of _____ hereinafter referred to as "Purchaser".

WHEREAS, on _____, the City Council authorized the surplus of Parcel Numbers R13324-461-3620 & R13324-461-2960; and

WHEREAS, sale of timber as personal property can occur apart from the sale of real property; and

WHEREAS, on April 21, 2015, the City Council authorized Cronin Forestry to obtain a Class 3 FPA for clear cutting the Sleeper Road properties; and

WHEREAS, on April 21, 2015, the City Council authorized the creation of contracts for the purchase and sale of the Sleeper Road timber; and

WHEREAS, on _____, the City Council authorized the surplus of the timber located on the Sleeper Road properties and authorized the Public Works Department to solicit bids for the removal and sale of the timber; and

WHEREAS, the Purchaser submitted the highest bid in response to the City's call for bids;

NOW THEREFORE, in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

SECTION A: GENERAL TERMS

1. Products Sold and Sale Area. Purchaser was the successful bidder on _____, 2015, and the sale was confirmed on _____, 2015, for the total sum of _____ Dollars (\$ _____) in accordance with and as described in the attached documents.

The City agrees to sell to Purchaser and Purchaser agrees to purchase the following forest products:

All timber marked bounded by Timber Harvest Boundary flagging except designated leave trees marked with blue paint or bounded by white and green flagging, comprising approximately 560,000 board feet of douglas fir, 100,000 board feet of western hemlock, 28,000 board feet of red cedar, 21,000 board feet of lodgepole pine, and 13,000 board feet of red alder located on approximately 34 acres located in the NW 1/4 NE 1/4 of Section 24, T33N, R1 East in Island County as shown on the attached timber sale map. All timber is export restricted and shall not be exported until processed.

The Purchaser shall provide and be at the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

2. Inspection by Purchaser. Purchaser has had the opportunity to inspect the forest products and sale area and enters into this contract in reliance on Purchaser's own examination and not by reason of any representation by the City
3. Contract Period. The Purchaser shall complete the described work within the twelve (12) month period following the Notice to Proceed, subject to the restrictions provided for in this contract.
4. Contract Term Adjustment. Purchaser may request an adjustment in the contract term. Claim must be submitted in writing, must be received by the City within thirty (30) days after the start of interruption or delay, and must indicate the actual or anticipated length of interruption or delay. The City may grant the adjustment only if the cause for contract term adjustment is beyond Purchaser's control. The cause must be one of the following and the adjustment may be granted only if operations or planned operations under this contract are actually interrupted or delayed:
 - a. road and bridge failures which deny access;
 - b. access road closures imposed by road owner;
 - c. excessive suspensions as provided in Section A, Clause 22;
 - d. regulatory actions not arising from Purchaser's failure to comply with this contract.
5. Contract Extensions. Extensions of this contract period may be granted only if, in the judgment of the City, Purchaser is acting in good faith and is endeavoring to remove the forest products conveyed. The term of this contract may be extended for a reasonable time by the City if all of the following conditions are satisfied:

- a. A written request for extension of the contract period must be received prior to the expiration date of the contract.
 - b. For the first extension, not to exceed one (1) year, payment of at least fifty percent (50%) of the total contract price.
 - c. For the second extension, not to exceed one (1) year, payment of at least ninety percent (90%) of the total contract price.
 - d. The payments shall not include the initial deposit.
 - e. Payment of an amount based on ten percent (10%) interest per annum on the unpaid portion of the total contract price.
 - f. All payments, except the initial deposit, will be deducted from the total contract price to determine the unpaid portion of the contract.
 - g. Extension payments are non-refundable.
6. No Warranties. The City does not warrant any of the following:
- a. The merchantability of the forest products. The use of the term "merchantable" elsewhere in this contract is not intended to vary the foregoing.
 - b. The condition of the forest products. The forest products are conveyed "as is".
 - c. The volume, quality, or grade of the forest products. The description of the forest products conveyed in this agreement are estimates only made for the sole purpose of identification.
 - d. The correctness of any soil or surface conditions and presale construction appraisals, investigations, and all other pre-bid documents prepared by or for the City. These documents were prepared for appraisal purposes only.
 - e. Items which extend beyond the description of the face of this contract.
 - f. The presence or absence of any threatened or endangered species listed by the U.S. Fish and Wildlife Service that may affect the operability of the sale.
7. Regulatory Disclaimer. The City disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

8. Governmental Regulatory Actions.

- a. Increased Costs. Purchaser shall be responsible for any increased operational costs arising from any applicable foreign or domestic governmental regulation or order that does not cause contract performance to become commercially impracticable or that does not substantially frustrate the purpose of the contract. If impracticability or frustration results from Purchaser's failure to comply with this contract, Purchaser shall remain responsible for payment of the total contract price notwithstanding the impracticability or frustration.
- b. Sale Area. When portions of the sale area become subject to a domestic governmental regulation or order that will likely prevent timber harvest for a period that will exceed six (6) months, and the Purchaser has complied with this contract, the following shall apply:
- i. If forty percent (40%) or less of the sale area is affected by the governmental regulation or order, the City, at Purchaser's request, shall adjust the total contract price as set forth in paragraph (c) below.
 - ii. If forty-one percent (41%) to seventy-four percent (74%) of the sale area is affected by the governmental regulation or order, the City, at Purchaser's request, shall adjust the total contract price as set forth in paragraph (c) below or terminate the contract. Termination will discharge any unexecuted portion of the contract.
 - iii. If seventy-five percent (75%) or more of the sale area is affected by the governmental regulation or order, the City reserves the right to unilaterally terminate the contract and thereby discharge any unexecuted portion thereof. If the City does not exercise this right, the City, at Purchaser's request, shall adjust the total contract price as set forth in paragraph (c) below.
- c. Adjustment of Price. When required by Section A, Clause 8(b), the City shall adjust the total contract price by subtracting from the total contract price an amount determined in the following manner:

The City shall cause the timber sale area subject to governmental regulation or order to be surveyed. The City shall calculate the percentage of the total sale area subject to the governmental regulation or order. The City shall reduce the total contract price by that calculated percentage, notwithstanding potential variations in species, value, costs, or other items over the total sale area.

9. Limitation of Damage. In the event of a breach of any warranty by the City, the liability of the City shall be limited to a return of the initial deposit, unapplied payments, and credit for unamortized improvements made by Purchaser. The City shall not be liable for any damages, whether direct or consequential.
10. Scope of City Advice. No advice by the City regarding the method or manner of performing shall constitute a representation or warranty that the result of such method or manner will conform to the contract, relieve Purchaser of any risk or obligation under the contract, or create any liability to the City because of such advice.
11. Title and Risk of Loss. Title to the forest products conveyed passes at confirmation of the sale. Purchaser bears the risk of loss of or damage to and has an insurable interest in the forest products in this contract from the time of confirmation of the sale of forest products. In the event any such forest products are destroyed, damaged, or stolen after passage of title, whether the cause is foreseeable or unforeseeable, the forest products shall be paid for by Purchaser. Breach of this contract shall have no effect on this provision. Title to the forest products not removed from the sale area within the period specified in this contract shall revert to the City.
12. Responsibility for Work. All work, equipment and materials necessary to perform this contract shall be the responsibility of Purchaser. Any damage to improvements, except as provided in Clause 13, shall be repaired promptly to the satisfaction of the City at Purchaser's expense during the contract period unless an operating release has been issued.
13. Exceptions. Exceptions to Purchaser's responsibility in Section A, Clause 12 shall be limited exclusively to the following. These exceptions shall not apply should damages occur because of Purchaser's failure to take reasonable precautions or to exercise sound forest engineering and construction practices.
 - a. The City shall bear the cost to repair any third party damage involving any existing roadway or section of required road completed to the point that an authorization to haul has been issued. Purchaser shall accomplish repairs promptly as required by the City at an agreed price. The City may elect to accomplish repairs by means of City provided resources.
 - b. The parties shall share equally the cost to repair any part of the required roads constructed under this contract which suffer catastrophic damage, except that Purchaser shall be responsible for the first five thousand dollars (\$5,000). Catastrophic damage is defined as City identified damage valued in excess of five thousand dollars (\$5,000), resulting from a single event caused by forces beyond the control and without the negligence of Purchaser, such as earthquakes, volcanic eruptions, landslides, and floods. Purchaser shall accomplish repairs promptly as required by the City at an agreed price. The City may elect to accomplish repairs by means of City provided resources.

Nothing contained in Clause 12 and Clause 13 shall be construed as relieving Purchaser of responsibility for, or damage resulting from, Purchaser's operations or negligence, nor shall Purchaser be relieved from full responsibility for making good any defective work or materials.

14. Responsibility for Damage. Purchaser shall defend, indemnify, and save harmless the City, its officers, officials, employees and volunteers from all claims, actions, costs and damages of any nature arising out of or in connection with activities or operations performed under this agreement. This obligation shall not include damages caused by the sole negligence of the City and its authorized agents.

In addition to any other remedy authorized by law, the City may retain as much of the initial deposit, performance security or any money or credits due Purchaser necessary to assure indemnification until disposition has been made of any such actions or claims.

15. Liability Insurance. Prior to commencing work, the Purchaser shall obtain at its own cost and expense the following insurance from companies licensed in the State with a current A.M. Best's rating of no less than A:VII. The Purchaser shall provide to the City certificates of insurance with original endorsements affecting insurance required by this clause prior to the commencement of work to be performed.

The insurance policies required shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the City by registered mail, return receipt requested, for all of the following stated insurance policies.

If any of the insurance requirements are not complied with at the renewal date of the insurance policy, payments to the Purchaser shall be withheld until all such requirements have been met, or at the option of the City, the City may pay the renewal premium and withhold such payments from the moneys due the Purchaser.

All notices shall name the Purchaser and identify of the agreement by contract number or some other form of identification necessary to inform the City of the particular contract affected.

- a. Workers Compensation and Employers Liability Insurance. The Purchaser shall procure and maintain for the life of the contract, Workers Compensation Insurance, including Employers Liability Coverage, in accordance with the laws of the State of Washington.
- b. General Liability - with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following coverage:

- i. Broad Form Property Damage with no employee exclusion;
- ii. Personal Injury Liability, including extended bodily injury;
- iii. Broad Form Contractual/Commercial Liability including completed operations (Purchasers only);
- iv. Premises - Operations Liability (M&C);
- v. Independent Contractors and Subcontractors; and
- vi. Blanket Contractual Liability.

*Note: The City shall be named as an additional insured party under this policy.

- c. Automobile - with a minimum limit per occurrence of one million dollars (\$1,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance shall indicate on the certificate of insurance the following coverage:

- i. Owned automobiles;
- ii. Hired automobiles; and
- iii. Non-owned automobiles.

*Note: The City shall be named as an additional insured party under this policy.

Any deductibles or self-insured retention shall be declared to and approved by the City prior to the approval of the contract by the City. At the option of the City, the insurer shall reduce or eliminate deductibles or self-insured retention or the Purchaser shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Purchaser shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

Failure of the Purchaser to take out and/or maintain any required insurance shall not relieve the Purchaser from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the City (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the City (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Purchaser.

It is agreed by the parties that judgments for which the City may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to the Purchaser until such time as the Purchaser shall furnish additional security covering such judgment as may be determined by the City.

The City reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

16. Agents. Purchaser is required to have a person on site during all operations who is authorized to receive instructions and notices from the City. Purchaser shall inform the City in writing who is authorized to receive instructions and notices from the City, and any limits to this person's authority.
17. Assignment and Delegation. No rights or interest in this contract shall be assigned by Purchaser without prior written permission of the City. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Purchaser may perform any duty through a delegate, but Purchaser is not thereby relieved of any duty to perform or any liability for breach. Any assignee or delegate shall be bound by the terms of this contract.
18. Modifications. Waivers, modifications or amendments of the terms of this contract must be in writing signed by Purchaser and the City.
19. Contract Complete. This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations expressed or implied, which are not specified in this contract.
20. Notice. Notices required to be given under the following clauses shall be in writing and shall be delivered to the Party's authorized agent or sent by certified mail to the Party's post office address:

Clause 21 Violation of Contract
Clause 22 City Suspends Operations

All other notices required to be given under this contract shall be in writing and delivered to the authorized agent or mailed to the Party's post office address. Purchaser agrees to notify the City of any change of address.

21. Violation of Contract.

- a. If Purchaser violates any provision of this contract, the contract administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Purchaser has thirty (30) days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied or Purchaser fails to remedy the violation within the thirty (30) days after receipt of a suspension notice, the City may terminate the right of Purchaser under this contract and collect the liquidated damages provided for in Section F, Clause 1.
- b. If the contract expires pursuant to Section A, Clause 3 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The City has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the City, to remedy the breach. Any expense incurred by the City shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of the billing.
- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at a rate of twelve percent (12%) per annum computed daily beginning the date payment was due.

22. City Suspends Operation. The contract administrator may suspend any operation of Purchaser under this contract when the City is suffering or there is a reasonable expectation that the City will suffer damage if the operation is allowed to continue.

Purchaser shall be in breach of this contract if the operation continues after the suspension notice or if the operation resumes without prior approval and notice from the contract administrator.

Purchaser may request a modification of a suspension within thirty (30) days of the start of suspension through the dispute resolution process in Section A, Clause 24. If this process results in a finding that the suspension exceeded the time reasonably necessary to stop or prevent damage to the City, Purchaser is entitled to a contract term adjustment under Section A, Clause 4 for the actual interruption or delay in operations caused by the excessive suspension.

If it reasonably appears that the damage that the City is suffering, or can reasonably be expected to suffer if the operation is allowed to continue, will prevent harvest for a period that will exceed six months, and the Purchaser has complied with this contract, the provisions of Section A, Clause 8 shall govern just as if the harvest was prevented by an applicable foreign or domestic governmental regulation or order.

23. Unauthorized Activity. Any cutting, removal, or damage of forest products by Purchaser or Purchaser's delegate or agent in a manner inconsistent with the terms of this contract or State law is unauthorized.
24. Compliance With All Laws. Purchaser shall comply with all statutes, regulations and laws which apply to this contract, including, but not limited to, the applicable requirements of WAC 240-15-015 (relating to prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement).
25. Venue. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Island County, WA.
26. Equipment Left on City Land. All equipment owned or in the possession of Purchaser or its delegates shall be removed from the sale area and other City land by the termination of this contract. Equipment remaining unclaimed on City land sixty (60) days after the expiration of the contract period is subject to disposition as provided by law. Purchaser shall pay to the City all costs of moving, storing and disposing of such equipment. The City shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.
27. Operating Release. Purchaser and contract administrator may agree to an operating release for this sale, or portion of this sale prior to the contract expiration, when all contract requirements pertaining to the release area, except slash disposal and payments, have been satisfactorily completed. Upon issuance of a release, Purchaser's right to cut and remove forest products on the released area will terminate.
28. Road Use Authorization. Purchaser is authorized to use City roads and those roads on which the City has acquired easements and road use permits as shown on the vicinity map. The City may authorize in writing the use of other roads subject to fees, restrictions and prior rights.
29. Pre-work Conference. Purchaser shall arrange with the contract administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the contract administrator and Purchaser before beginning any operations.
30. Preservation of Markers. Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, Purchaser shall have a licensed land surveyor re-establish them.

31. Road Use Reservation. The City shall have the right to use, without charge, all existing roads and any road constructed or reconstructed on City lands by Purchaser under this contract. The City may extend such rights to others. If the City grants such rights to others, the City shall require performance or payment, as directed by the City, for their proportionate share of maintenance based on their use.
32. Open Fires. Purchaser shall not set or allow to be set by Purchaser's employees or subcontractors any open fire at any time of the year without first obtaining permission in writing from the contract administrator.

SECTION B: PAYMENTS AND SECURITY

1. Initial Deposit. Purchaser paid _____ (\$_____) initial deposit.
2. Payment for Forest Products. Purchaser agrees to pay the total contract price of _____ (\$_____).
3. Guarantee of Payment. Purchaser will pay for forest products prior to cutting or will guarantee payment by posting an approved payment security. The amount of cash or payment security shall be equal to the total contract value.
4. Billing Procedure. The City will compute and forward to Purchaser statements of charges provided for in the contract. The payment shall be delivered to the City on or before the date shown on the billing statement.
5. Payment Account Refund. Advance payments remaining on account above the value for the charges shall be returned to Purchaser within thirty (30) days following the final report of charges. Refunds not made within the thirty (30) day period will accrue interest at a rate of twelve percent (12%) per annum computed on a daily basis until paid.
6. Performance Security. Purchaser agrees to furnish within thirty (30) days of the award date security acceptable to the City in the amount of twenty thousand dollars (\$20,000) that guarantees performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Purchaser shall not operate unless performance security has been accepted by the City. If at any time the City decides that this security has become unsatisfactory, Purchaser agrees to suspend operations and, within thirty (30) days of notification, to replace the security with one acceptable to the City.
7. Performance Security Reduction. The City may reduce the performance security after an operating release has been issued if the City determines that adequate security exists for any remaining obligations of Purchaser.
8. Payment of Forest Excise Tax. Purchaser shall pay all required forest excise tax.

SECTION C: LOG DEFINITIONS AND ACCOUNTABILITY

1. **Branding and Painting.** Purchaser shall provide a State of Washington registered log brand unless the City agrees to furnish the brand. Purchaser must brand and paint logs in a manner that meets the requirements of WAC 240-15-030(2).

SECTION D: HARVESTING OPERATIONS

1. **Leave Tree Damage Definition.** Leave tree damage exists when one or more of the following criteria are satisfied as a result of Purchaser's operation:
 - a. A leave tree has one (1) or more scars on its trunk exposing the cambium layer, which in total exceeds one hundred (100) square inches.
 - b. A leave tree top is broken or the live crown ratio is reduced below thirty percent (30%).
 - c. A leave tree has more than one-third (1/3) of the circumference of its root system injured such that the cambium layer is exposed.

Excessive damage is established when more than five percent (5%) of the leave trees are damaged in a unit. The damaged trees will be identified by the Contract Administrator.

2. **Forest Practices Act.** All operations associated with harvesting of timber shall adhere to requirements set forth in the Forest Practices Act Ch. 76.09 RCW and the requirements of the approved Forest Practices Application relating to this sale.
3. **Harvesting Equipment.** Forest products sold under this contract shall be yarded by all ground methods including rubber tired skidder, tractor or processor unless authority to use other equipment is granted in writing by the Contract Administrator.
4. **Special Requirements.**
 - a. Ground and Shovel Methods - Operations shall be suspended during periods of wet weather when rutting of skid or shovel roads begins. Slash and displaced soil shall be removed from swales and natural drainage channels concurrent with yarding.
 - b. Rubber tired skidders will be limited to areas and periods of dry soil and will be the first to be limited if rutting appears imminent.
 - c. Extreme hazard abatement. All logging generated slash on that part of the sale area within one hundred (100) feet of the running surface of Sleeper Road and SR 20 shall be removed and placed in locations approved by the Contract

Administrator.

- d. Purchaser shall secure the required burn permit and burn all slash and debris on site in accordance with permit requirements. Purchaser shall maintain excavator on site at all times between the ignition and complete extinguishment of the fire.
 - e. Operation of heavy equipment shall be limited to the hours of 6 AM until 8 PM each day. This requirement may be waived on specific days where the IFPL class 3 and higher designations have been declared by the WDNR.
5. Tops and Limbs Outside the Sale Boundary. Tops and limbs outside the sale boundary as a result of Purchaser's operation shall be removed concurrently with the yarding operation. Timber must be felled away from private property boundaries.

SECTION E: SITE PREPARATION AND PROTECTION

- 1. Fire Hazardous Conditions. Purchaser agrees to conduct operations including maintenance and operation of equipment in a manner to minimize the risk of fire.
- 2. Cessation of Operations for Low Humidity. During the "closed season" when the humidity is thirty percent (30%) or lower on the sale area, all operations must cease unless authority to continue is granted by the Island County in writing.
- 3. Pump Truck or Pump Trailer. Purchaser shall provide a fully functional pump truck and/or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed season" or as extended by the City and shall provide trained personnel to operate this equipment on the sale area during all operating periods.
- 4. Refuse Disposal. All refuse, including petroleum products, resulting from this operation shall be removed from the sale area concurrently with the completion of each setting and shall be deposited in a disposal area approved by the contract administrator. "Refuse" as referred to in this clause does not include logging slash.

SECTION F: DAMAGES

- 1. Liquidated Damages. This clause provides for payments by Purchaser to the City for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the City caused by Purchaser's breach due to the difficulty of proving loss and the inconvenience or non-feasibility of obtaining an adequate remedy. They also recognize Purchaser's need for more certainty in assessing its responsibilities under this contract.

Purchaser's failure to pay for all or part of the forest products sold in this agreement prior to the expiration of Purchaser's operating authority results in substantial injury to the City. The value of the forest products sold at the time of breach is not readily ascertainable. Purchaser's failure to perform disrupts the City management plans, the actual cost of which is difficult to assess. A resale involves additional time and expense and is not an adequate remedy. Therefore, Purchaser agrees to pay the City as liquidated damages a sum calculated using the following formula:

$LD = .35V - ID + C + A$ Where: LD = Liquidated Damage value.

V = Bid Value remaining at the date of breach of contract, which is the unpaid portion of the contract bid price.

ID = Initial Deposit paid at date of contract that has not been applied to timber payments.

C = Charges assessed for contract requirements completed prior to breach of contract but not paid for.

A = Administrative Fee = Two thousand five hundred dollars (\$2,500).

In no event shall the liquidated damage be less than zero (0). Interest on the liquidated damage is owed from the date of breach until final payment, calculated using the following formula:

$Interest = r \times LD \times N$

Where: r = daily equivalent of an annual interest of twelve percent per annum.

LD = Liquidated Damage value.

N = date of breach to time of payment in days.

2. Leave Tree Excessive Damage. When Purchaser's operations exceed the damage limits set forth in Section D, Clause 1, Leave Tree Damage Definition, the trees damaged result in substantial injury to the City. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the City as liquidated damages at the rate of one hundred dollars (\$100) per tree for all damaged trees in the unit.

IN WITNESS WHEREOF, the Purchaser has executed this instrument on the day and year first below written and the City has caused this instrument to be executed by and in the name of said City the day and year first above written.

Executed by the Purchaser _____, 2015.

Purchaser

By: _____

SEAL:

CITY OF OAK HARBOR

Scott Dudley, Mayor

ATTEST:

Anna Thompson, City Clerk

APPROVED AS TO FORM
this _____ day of _____, 2015.

Nikki C. Esparza, City Attorney

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TIMBER NOTICE OF SALE

SALE NAME: **Sleeper Road**

BID PACKAGES: Contract terms and bidding information may be obtained by contacting the City of Oak Harbor Department of Public Works located at 865 SE Barrington Drive, Oak Harbor, WA. 98277 360-279-4751

SEALED BIDS: Due by 11:00 a.m.,
Oak Harbor Department of Public Works
865 SE Barrington Drive, Oak Harbor, WA 98277

AUCTION: Sealed bids will be opened and read publicly after 11:05 a.m.,
At the _____

SALE LOCATION: Sale is located approximately 2 miles by road north of Oak Harbor, Washington.

PRODUCTS SOLD: All timber, except wildlife Reserve trees as described in the contract, bounded by Timber Harvest Flagging, comprising approximately 560,000 board feet of Douglas fir, 100,000 board feet of western hemlock, 28,000 board feet of red cedar, 21,000 board feet of lodgepole pine, and 13,000 board feet of red alder; located on approximately 34 acres on parts NW1/4 NE1/4 of Section 24, in Township 30 North, Range 1 East, W.M. in Island County as shown on the attached timber sale map. All timber is export restricted and shall not be exported until processed.

ESTIMATED SALE VOLUME:

DF = 560	MBF
WH = 100	
RC = 28	
LP = 21	
<u>RA = 13</u>	
722	MBF

MINIMUM BID:	\$ _____	BID METHOD:	Sealed Bids
PERFORMANCE SECURITY:	\$ _____	SALE TYPE:	Lump Sum
EXPIRATION DATE:	1-year contract	ALLOCATION:	Restricted
BID DEPOSIT:	10 percent of bid amount.		
HARVEST METHOD:	Skidder, tractor, shovel or cable		
ROADS:	Reconstruction of low standard existing haul roads with no requirements on spurs not used.		
SPECIAL REMARKS:	Extreme hazard abatement is required. All logging related slash within 100 feet of Sleeper Road shall be removed.		
QUESTIONS (?):	Questions pertaining to this timber sale should be directed to Mike Cronin at (360) 385-5454.		

Cronin Forestry
 371 Hidden Trails Road
 Port Townsend, WA 98368
 360-385-5454
cronin@broadstripe.net

City of Oak Harbor, Sleeper Road Timber Sale
 07/27/15

Scope of Work 2

Prepare timber sale contract and other timber sale documents	8
Receive Timber Sale bids and answer questions at auction date	8
Attend pre-work conference with sale purchaser rep	8
Administer timber sale contract	40
Prepare Reforestation Plan, approve and administer planting contract	24
<hr/>	
Total estimated time =	88 hrs
Total	\$ 5060.00

Hourly rate = \$50.00 + 15 % for mileage and ferry tolls

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND CRONIN FORESTRY
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and Cronin Forestry, a Washington Sole Proprietor (“Consultant”)

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding harvesting and sale of approximately one million board feet of timber on parcels R13324-461-3620 and R13324-461-2960 as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on August 5, 2015 and shall terminate at midnight, December 31, 2016. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNITY. Indemnification/Hold Harmless Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent

contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit A:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$5,060.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include (1) a summary of previous invoices; (2) current invoice amount; (3) total current monthly billing; (4) amount authorized under this agreement; and (5) total authorized amount still remaining under the agreement. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

Cathy Rosen
Public Works Director
City of Oak Harbor
865 SE Barrington Dr.
Oak Harbor, WA 98277

Notices to the Consultant shall be sent to the following address:

Mike Cronin
Cronin Forestry
371 Hidden Trails Road
Port Townsend, WA 98368

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 5th day of August, 2015.

CITY OF OAK HARBOR

CRONIN FORESTRY

By _____
Scott Dudley, Mayor

By _____
Mike Cronin

Approved as to form:

City Attorney

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

Bill No. 4.D.
Date: August 5, 2015
Subject: Surplus-Sleeper Road Timber

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion to:

- 1) Approve the surplus of timber, not to exceed one million board feet, at the Sleeper Road pit also known as Parcels R13324-461-3620 and R13324-461-2960; and
- 2) Authorize staff to solicit bids for the harvest of not more than one million board feet of timber on Parcels R13324-461-3620 and R13324-461-2960.

BACKGROUND / SUMMARY INFORMATION

On April 21, 2015, City Council approved the contract between the City and Cronin Forestry to assist the City in obtaining a Class 3 FPA for clear-cutting the Sleeper Road properties, assist the City in preparing documents and timber sale contract for bidding and assist with answering questions during the bidding. In order to move forward with the timber sale, the timber must first be surplused.

Therefore, staff is requesting that City Council consider surplusing the timber at the Sleeper Road pit, which is not to exceed one million board feet and authorize staff to solicit bids for the harvesting of the timber.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was reviewed at the City Council Workshop on July 22, 2015.

ATTACHMENTS

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

Bill No. 4.E.
Date: August 5, 2015
Subject: Purchase Authorization-Wachs
Tool

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion approving sole source resolution number 15-25 authorizing staff to purchase one (1) Wachs tool in the amount of \$58,731.97 from E. H. Wachs.

BACKGROUND / SUMMARY INFORMATION

The 2013-2014 biennial budget includes funds to purchase a water main valve exerciser that will exercise water main valves mechanically.

The Water Division staff turns over 600 water valves by hand a year. Some of the valves take 105 turns to close. This tool will improve maintenance efficiency and reduce injuries to staff. In addition, this tool will store valve asset information such as number of valve turns, condition of valve and GPS location.

Staff has researched valve exercising units and has determined that the Wachs tool will be the best fit for our needs because it is the only tool that can be truck mounted providing a compact unit which will minimize traffic obstructions. Other valve exercising tools are trailer mounted.

The Wachs unit is highly desirable because it has the longest reach for hard to reach areas, their program is superior to others and it will mount on an existing truck bed. The Wachs tool also eliminates the need to increase our fleet and it can be easily removed when the task is done. The exerciser will be equipped with a vacuum pump and debris tank to clean out the valve boxes that are filled with dirt and it can be used to do minor excavation around water meter boxes.

Sole Source procurement is a purchasing tool that allows the City to waive the formal bid requirements when the purchase is clearly and legitimately limited to a single source or supply. In order to utilize this purchasing tool a resolution must be passed and the sole source justification documented.

The sole source justification and resolution have been completed. Therefore, staff is proposing to use sole source procurement to purchase one (1) Wachs tool in the amount of \$58,731.97 from E. H.

Wachs.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$58,731.97

Appropriation Source: 401.00.594.034.6400

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

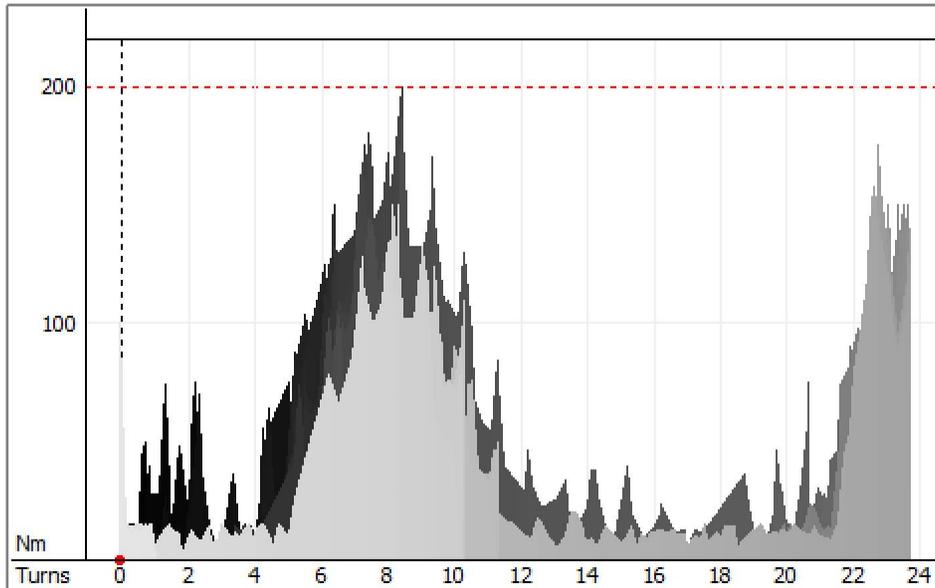
ATTACHMENTS

1. [Wachs Tool Picture](#)
2. [Activity Report- Wachs Software](#)
3. [Sole Source Letter](#)
4. [Resolution 15-25](#)
5. [Sole Source Justification](#)

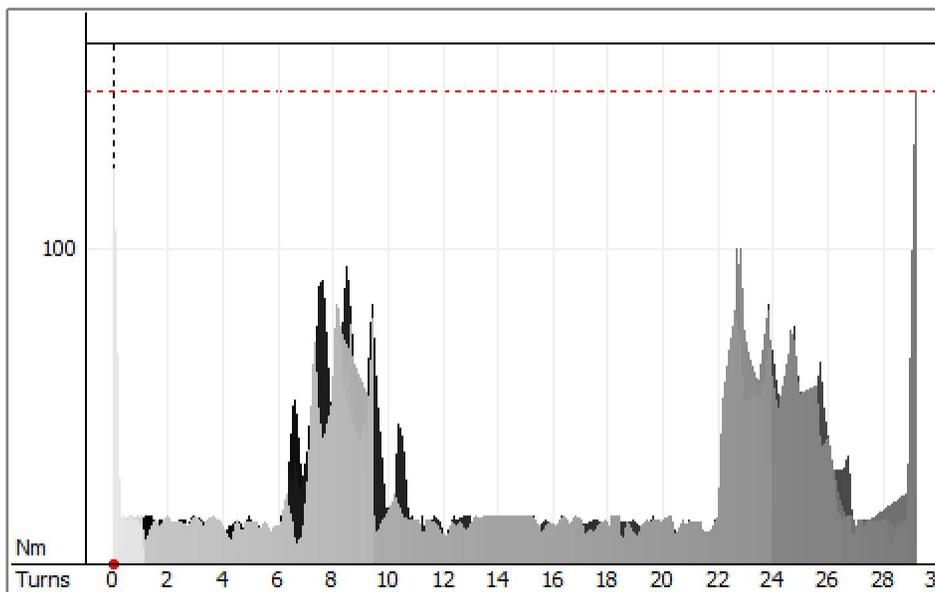


1/1/2013 - 7/24/2015

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 Notes Street
 ValveId MODESTO
 Date 5/21/2013
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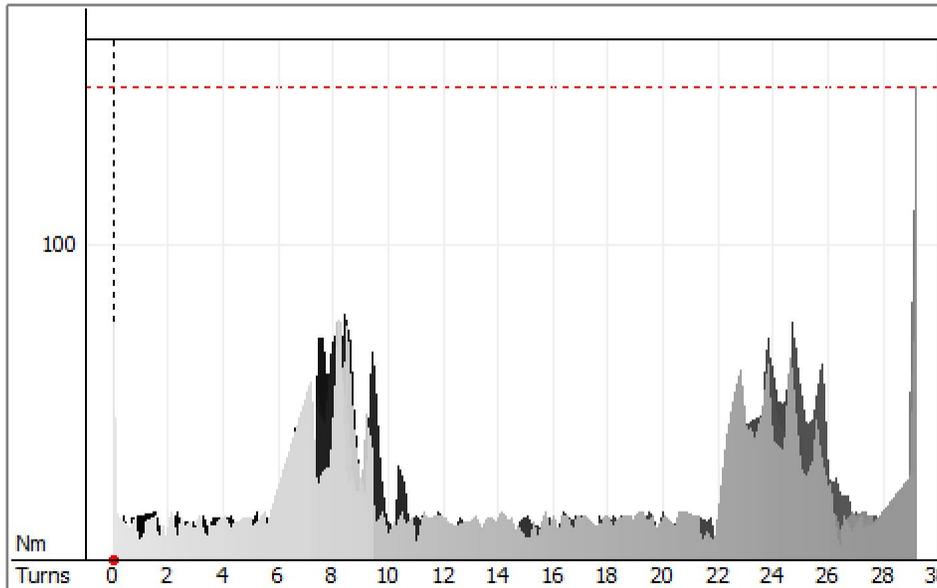


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 Date 5/21/2013
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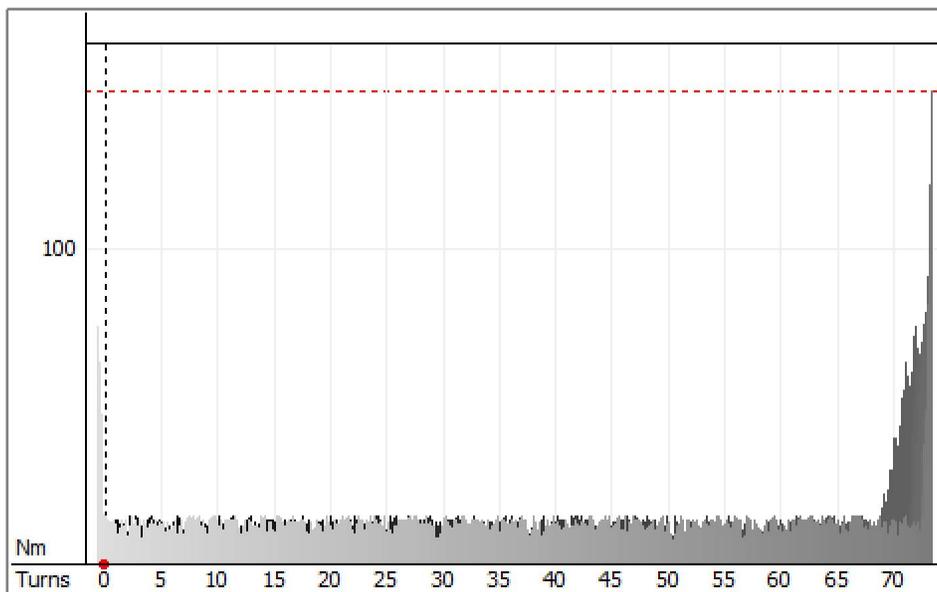


1/1/2013 - 7/24/2015

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 Condition Good
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 ValveId MODESTO
 Date DEMO THREE
 OperatedBy
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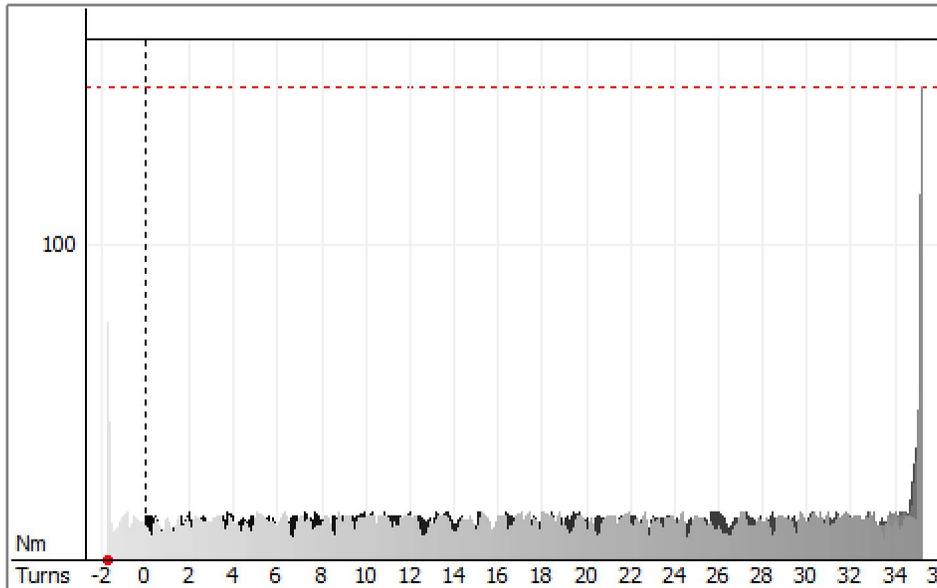


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 Notes Street
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 Date 8/17/2013
 OperatedBy
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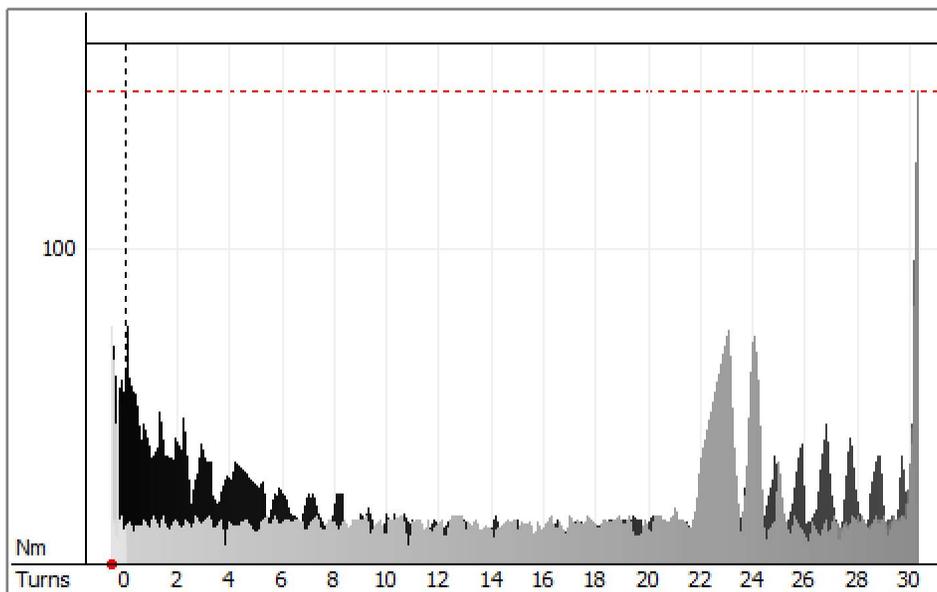


1/1/2013 - 7/24/2015

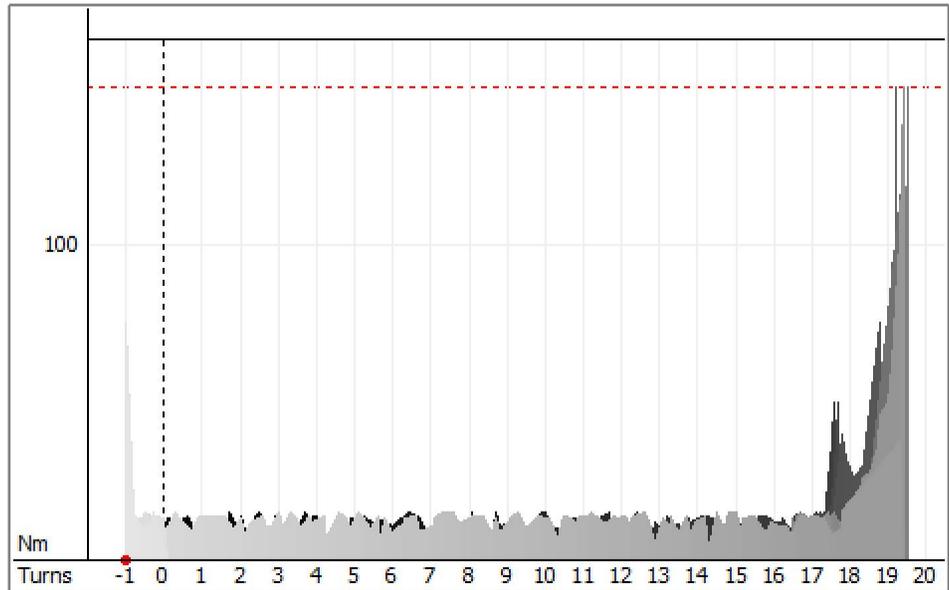
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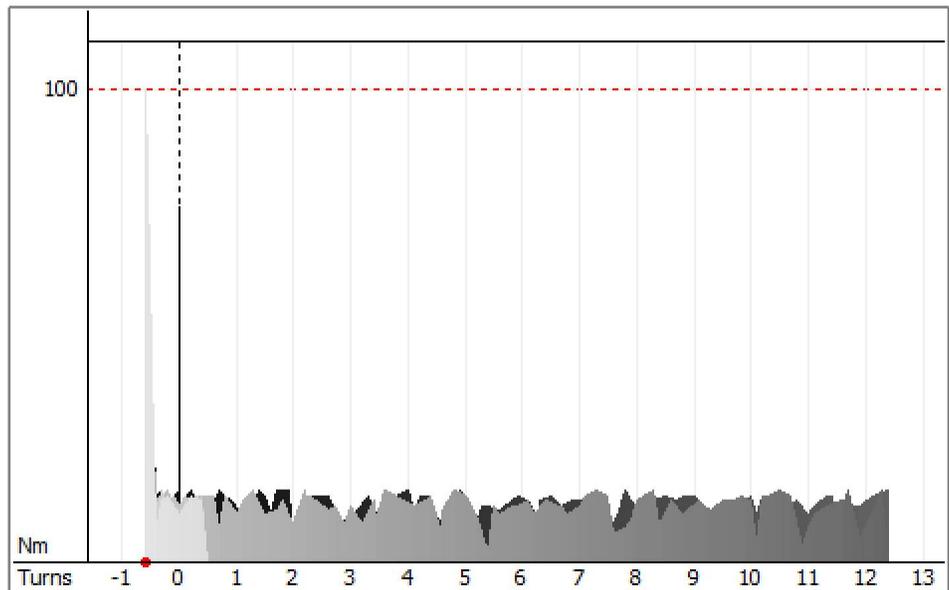
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 OperatedBy
 Turns 30.7
 Position
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 EndTime 10:03 AM
 Remarks
 Latitude
 Longitude
 GPSPositions
 ActivityId 8



ValveId AMES DEMO
 Size 6
 NormPosn Open
 Expr1003 Valves.Close
 Condition ~~Good~~
 Type Gate
 Depth 24
 Street
 Expr1008 Valves.Cross
 Notes Street
 ValveId AMES DEMO
 Date 8/21/2013
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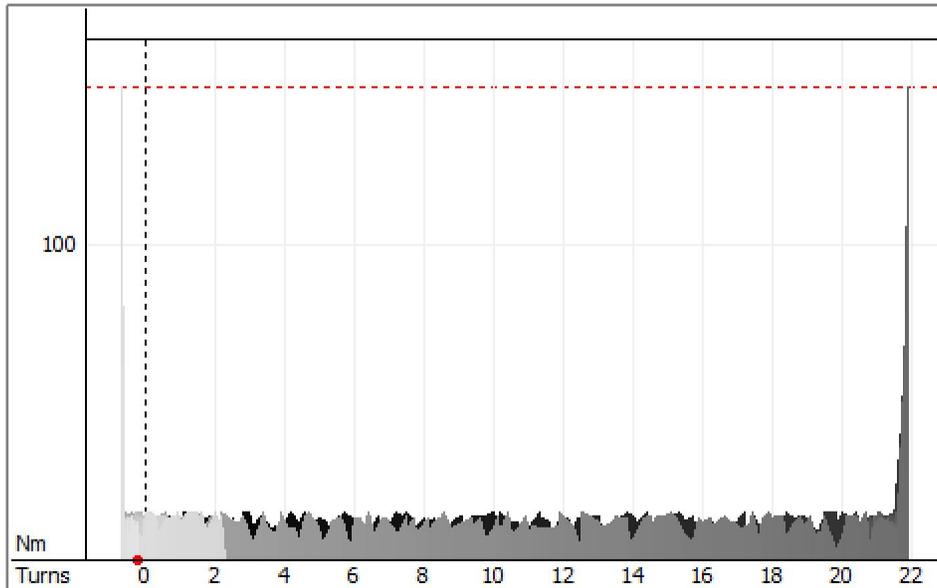


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 Date ~~8/21/2013~~
 OperatedBy
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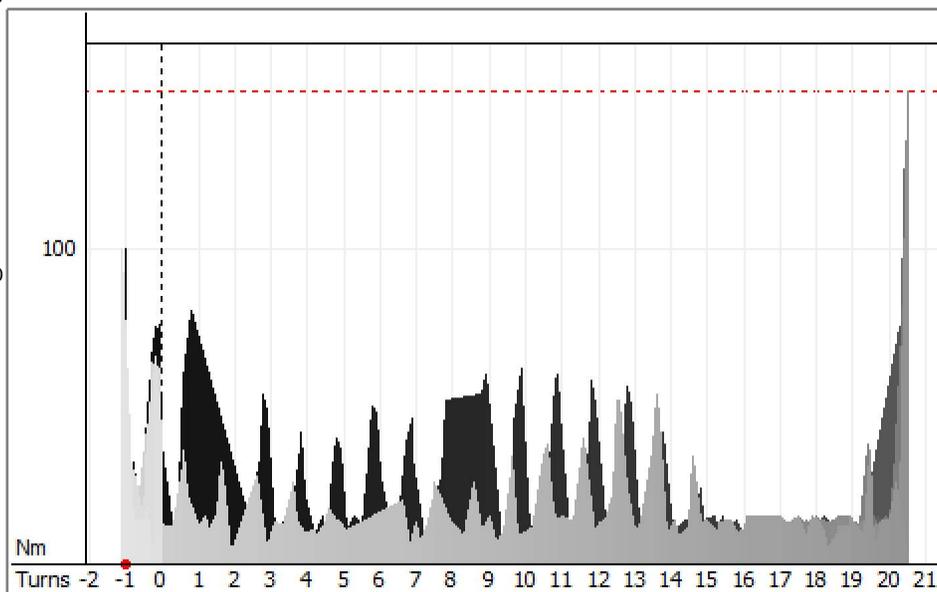


1/1/2013 - 7/24/2015

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 Type
 Depth 0
 Street
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 Notes Street
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 Date 8/21/2013
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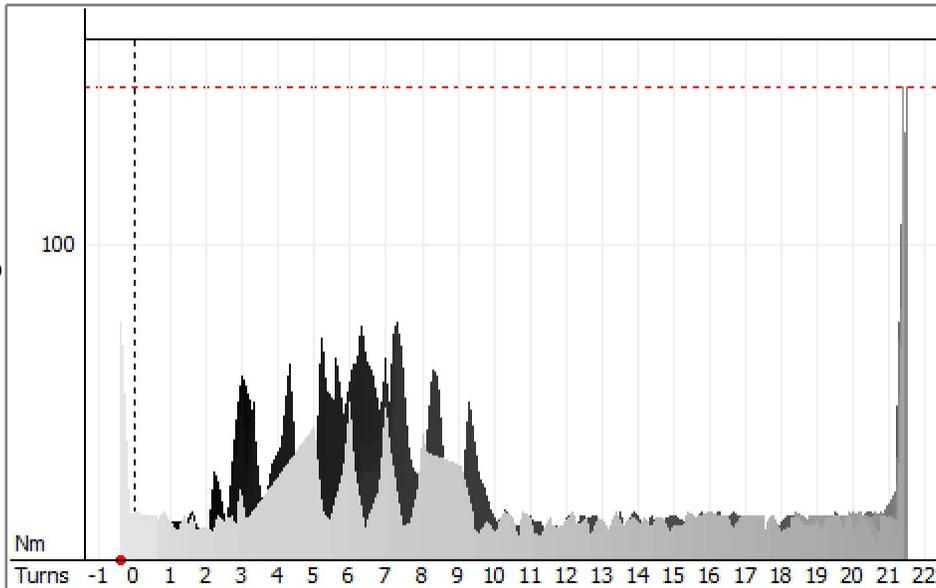


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 Street Davos
 Expr1008 Valves.Cross
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 Date 8/29/2013
 OperatedBy Matt
 Turns 21.6
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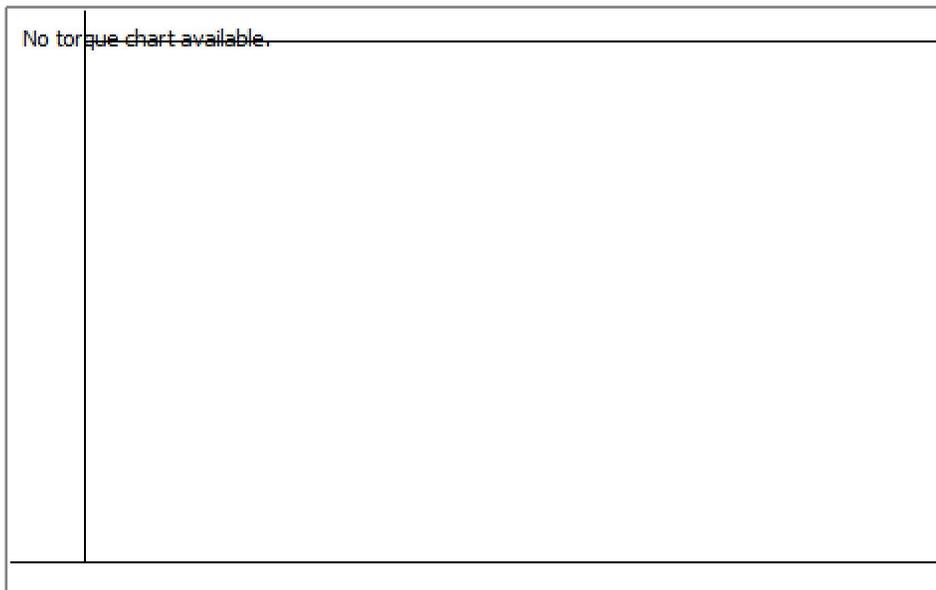


1/1/2013 - 7/24/2015

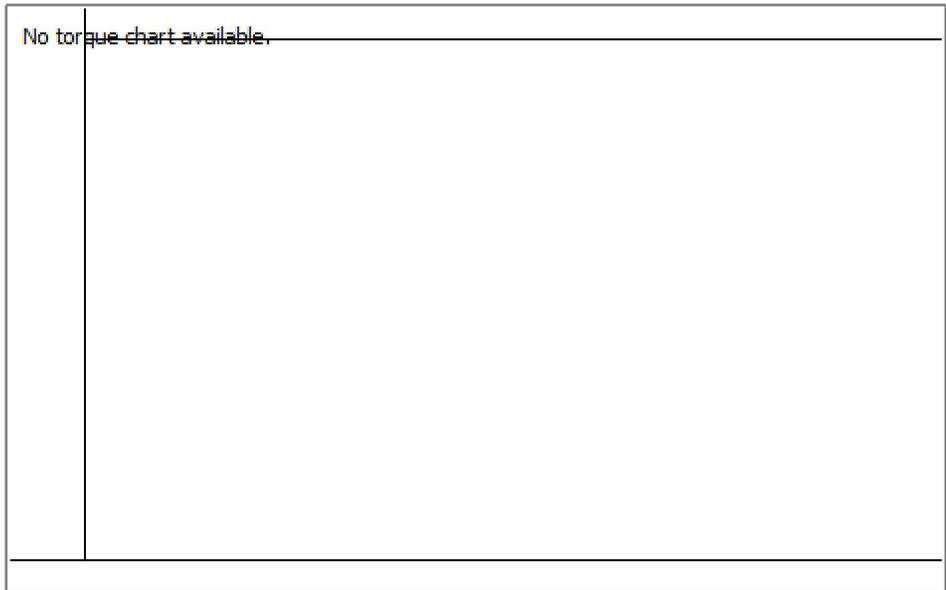
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 OperatedBy Matt
 Turns 21.9
 Position Open
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 BeginTime 8:15 AM
 EndTime 8:20 AM
 Remarks
 Latitude 39.342207
 Longitude 120.239347
 GPSPositions 210
 ActivityId 15



ValveId VID0002
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 Expr1003 Valves.Close
 Condition Good
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 Depth 48
 Street Harris Street
 Expr1008 Valves.Cross
 Notes Street
 ValveId VID0002
 Date 7/24/2015
 OperatedBy Matt
 Turns 18.7
 Position Open
 HighTorque 150
 BeginTime 8:23 AM
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 Remarks VAC
 Latitude
 Longitude
 GPSPositions
 ActivityId 3



ValveId VID0003
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NormPosn Open
Expr1003 Valves.Close
Condition Good
Type Gate
Depth 42
Street 1st Ave
Expr1008 Valves.Cross
Notes Street
ValveId VID0003
Date 7/24/2015
OperatedBy Matt
Turns 26.3
Position Open
HighTorque 250
BeginTime 8:32
EndTime 8:39
Remarks PACK,VAC
Latitude
Longitude
GPSPositions
ActivityId 4



July 17, 2015

This letter serves as a sole source document for the Valve Maintenance Trailer/Trucks (VMT) line of products manufactured by E.H. Wachs, Utility Products Division.

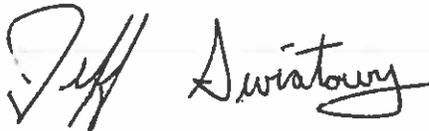
The VMT equipment and accessories are designed, manufactured, assembled and distributed solely by E.H. Wachs. The design of this tool is so unique it is protected under multiple US intellectual property protection laws:

- Patent number: 9038667
- Patent number: 8851121
- Patent number: 8387664
- Patent number: 8025078
- Patent number: 6009905
- Patent number: 5937373
- Patent number: 5381996

In the domestic US, regional distribution is through direct salesmen or exclusive territory dealers; for your area Matt Goodwin is the only outlet to purchase these products.

To the best of our knowledge, no other vendor manufactures and distributes these or similar items. Please let me know should you need further details.

Sincerely,



Jeff Swiatowy
V.P. and General Manager
Wachs Utility Products

RESOLUTION NO. 15-25

RESOLUTION DECLARING E.H. WACHS A SOLE SOURCE FOR PURPOSES OF PURCHASING HYDRO-EXCAVATION & VALVE TURNING MAINTENANCE SYSTEM.

WHEREAS, the City is interested in purchasing certain property described in Exhibit "A" hereto attached; and

WHEREAS, the Purchasing Coordinator has determined in writing , subject to the approval of the Finance Director, that the items specified in Exhibit "A" are only reasonably obtainable from E.H. Wachs, 455 Comanche Circle, Harvard, Illinois 60033; now, therefore

BE IT RESOLVED by the City Council of the City of Oak Harbor as follows:

1. That the supplier above-named is the sole source supplier of the property identified in Exhibit "A" hereto attached;
2. That the City is authorized to purchase the same without proceeding to secure competitive bids.

PASSED and approved by the City Council this 5th day of August, 2015.

THE CITY OF OAK HARBOR

Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney



E.H. WACHS®

A Division of **IT300**

Superior Equipment. Complete Support.™

Water Utility Products
455 Comanche Circle | Harvard, IL 60033
T: +1.815.943.4785 | F: +1.815.943.5098
ehwachs.com

Exhibit "A" Quotation

Page 1 of 2

TO: Tim Shelley
Lead Water Specialist
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

Date: 6/8/2015
Quotation Number: KR79485
Payment Terms: Net 30
Shipping Terms: FOB Destination
Valid Through: 8/7/2015

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1 77-000-07	Utility Hydro-Vac (Gas) - HYD: A 27 HP (20 kW) Kohler overhead cam, air cooled gasoline engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar) with 50' (15 M) retractable hose reel. A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils contained by a 250 (950 L) gallon tank utilizing our exclusive hydraulic side and dump system and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 80 gallon (303 L) vertical water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands, short & long wash-down guns, 20' (6 M) suction hose and 50' (15 M) retractable hose reel. Domestic destination and freight charges included.	1	EA	37,500.00	5.0%	35,625.00
2 77-433-UC	Up charge to change from standard 250 gallon capacity spoils tank to 150 gallon capacity tank. Available for all Standard & Grand VMTs, Hydro-Escavation HETs and Truck Mounted Components.	1	EA	1,000.00	5.0%	950.00
3 79-000-01	Wachs ERV-750 (without Datalogger) Automated Valve Operator, Exercisor and Rehabilitator. Featuring Wachs Patented Automation. Extendable arm produces a full 750 Ft lbs (1020 Nm) of torque. The system utilizes a dual pivot point to locate over any valve box/Hydrant. Locking disc brake holds the full torque of the machine while operating, 3" (76.2 mm) square steel tube construction and mechanical lock system for travel. Includes operation manual. Requires Ruggedized ERV-750 Controller/Datalogger (Part#79-722-01/02). Domestic destination and freight charges included.	1	EA	13,995.00	5.0%	13,295.25
4 79-422-01	Wachs HC-100 (North America) ruggedized Controller/Datalogger to operate and collect data (including GPS) during the operation of ERV-750, TM7 and TM-6 machine (includes PDA style PC, 12v vehicle charger kit, AC charging kit, USB sync cable, machine control cable, screen protector & preloaded with Vitals Mobile software). Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.	1	EA	2,990.00	5.0%	2,840.50
5 79-403-00	ERV-750 Installation Kit (flat bed only). Includes both Upper and Lower Deck Stiffening hardware.	1	EA	445.00	5.0%	422.75

Please refer to our [website](#) for terms and conditions.



E.H. WACHS®

A Division of ITW

Superior Equipment. Complete Support.™

Water Utility Products

455 Comanche Circle | Harvard, IL 60033

T: +1 815 943 4785 | F: +1 815 943 5098

ehwachs.com

Quotation

Page 2 of 2

TO: Tim Shelley

Date: 6/8/2015

Quotation Number: KR79485

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
6	11-408-00 Telescopic Valve Key - 2" AWWA (Colder Climate). Manufactured from high-strength steel, adjustable from 4ft (1.22 M) to 9ft (2.74 M) with spring loaded pin to eliminate loss. Rated to 800 lb-ft (1,085 Nm) of torque for use with the Wachs P/2 and RS/2 valve operators and ERV 750. Weighs only 24 lbs (10.9 kg). Add the Tee Handle adapter (11-408-10) for manual functionality when machine is not in use.	1	EA	445.00	5.0%	422.75
7	79-419-00 Bluetooth Adapter for ERV or TM-7. Allows connection between machine and controller to function either wirelessly or tethered.	1	EA	500.00	5.0%	475.00
8	MISC CHARGE WA Sales Tax 8.7%	1	EA	4,700.72		4,700.72

Quote Total (USD) \$58,731.97

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Ken Redding
Utility Technical Sales Rep
815-943-4785 x2773
kredding@ehwachs.com

Please refer to our [website](#) for terms and conditions.



REQUEST FOR SOLE SOURCE

To: City Council

From: Cathy Rosen / Public Works/Water Division
 Name of Department Head Department/Division

Subject: Sole Source Request for the Purchase Of: Wachs Tool-Hydro Excavtion & Valve Turning Maintenance System

Requested Supplier: E.H. Wachs

Cost Estimate: \$58,731.97

Sole source purchases are defined as clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological ground such as operational compatibility with existing equipment and related parts or upon a clearly unique and cost effective feature requirement. The use of sole source purchases shall be limited only to those specific instances which are totally justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Refer to the attached sole source justification as prepared by our department, to the attached review of available products/services and to my completed Purchase Requisition.

<p>Requestor</p> <p><u><i>[Signature]</i></u> / <u>7/17/15</u> Signature Date</p>	<p>Department Head</p> <p>_____/_____ Signature Date</p>
---	--

<p>Finance Director</p> <p>_____/_____ Signature Date</p>	<p>City Administrator</p> <p>_____/_____ Signature Date</p>
---	---

SOLE SOURCE JUSTIFICATION

Requisition Item: Wachs Tool-Hydro Excavation & Valve Turning Maintenance System

Requisition Number: 8944

1. Please describe the item and its function:

Per our maintenance plan, the water division staff turns over 1200 water valves by hand twice a year. Some of the valves take 105 turns to close. This tool will improve maintenance efficiency and reduce injuries to staff. This equipment will be utilized to exercise all of the valves in the distribution system and the software will track the operating conditions and all related data. It will enhance the operation of the valves in our system, especially in the older parts of the city and extend the life of the water distribution system.

2. This is a sole source* because:

- ✓ sole provide of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard"
- sole provider of factory-authorized warranty service sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (please attach information on market price survey, availability, etc.)
- ✓ the vendor is the only authorized dealer to provide service to the specific equipment

3. What necessary features does this vendor provide which are not available from other vendors?

Please be specific. Due to the specific patents and under the US intellectual property protection laws, it has been determined that the features listed on the letter from the vendor are only available through E. H. Wachs.

4. What steps were taken to verify that these features are not available elsewhere?

- Multiple vendors were solicited and products demonstrated.
- Letter from vendor stating proprietary design.
- Only vendor to provide the truck mounted system.
- Sole sources by other cities as well as U.S. Air Force

**Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation. Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.*

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

Bill No. 4.F.
Date: August 5, 2015
Subject: Purchase Authorization-
CrossMatch Guardian Livescan
System

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing staff to purchase one (1) CrossMatch Guardian Livescan System in the amount of \$15,585.40 from MOSA Technology Solutions, LLC.

BACKGROUND / SUMMARY INFORMATION

The “Cross Match Guardian Live Scan” system is an automated fingerprinting system that enables the Police Department to capture a person’s fingerprints, via a digital scanner and send them electronically, immediately to various law enforcement and support agencies around the world. Since its inception and adoption for use about 10-years ago law enforcement agencies have used it to quickly (within minutes) identify wanted people; obtain feedback for background checks and register people for concealed pistol licenses.

The Oak Harbor Police Department adopted the use of this technology shortly after it became available, purchasing all of the necessary hardware and programs. It has now become the standard per the United States Department of Justice for all law enforcement agencies. The Oak Harbor Police Department’s Cross Match Guardian Live Scan machine is old. It is on a mobile platform, but the equipment has become unstable and the software outdated and unsupported. As a result it continues to fail and not function. Staff has had it serviced; however, it continues to function intermittently. The recommendation from the company is to replace the entire system.

Staff has researched multiple replacements and quotes have been obtained, which have been included for your review as an attachment. Formal bids are not required for this purchase.

This replacement is not budgeted; however funds are available through operational savings thus far to date in the Police Department budget. The intent is to use some of these funds to purchase the new system with a contract and to pay into the equipment and technology fund for any future upgrade and/or replacements.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$15,585.40

Appropriation Source:

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Quote Summary](#)
2. [MOSA Technology Solutions, LLC. Quote](#)

CrossMatch Guardian Livescan System

Vendor	Unit Price	Sales Tax	Shipping	Grant Total
MOSA Technology Solutions, LLC.	\$ 14,200.00	\$ 1,235.40	\$ 150.00	\$ 15,585.40
CrossMatch	\$ 14,411.83	\$ 1,253.83	\$ 150.00	\$ 15,815.66
3M Cogent Inc.	\$ 16,451.00	\$ 1,431.24	\$ 150.00	\$ 18,032.24

MOSA Technology Solutions, LLC

3801 PGA Blvd
 Suite 600
 Palm Beach Gardens, FL
 33410-2756
 (800)842-2058
 sales@mosaglobal.com
 http://www.mosaglobal.com



QUOTE

QUOTE # 1683
 DATE 06/26/2015
 EXPIRATION DATE 07/31/2015

ADDRESS

Brian Braunstein
 Oak Harbor Police Department
 860 SE Barrington Drive
 Oak Harbor, WA 98277

SHIP TO

Brian Braunstein
 Oak Harbor Police Department
 860 SE Barrington Drive
 Oak Harbor, WA 98277

Please detach top portion and return with your payment.

PRODUCT DESCRIPTION	QTY	UNIT PRICE	AMOUNT
920108-US SHIPPING ASSY, GUARDIAN USB, W/AUTOCAPTURE, ROLLS, SILICONE PAD, US POWER CABLE	1	3,575.00	3,575.00
930164 CMT ADVANTAGE MAINT, YR 1, HW,CMT DEVICE ONLY, CONUS	1	345.00	345.00
420329 Computer, Desktop, Dell OPTIPLEX 70XX SERIES, 2GB memory, WIN 7	1	1,275.00	1,275.00
850026-U SOFTWARE, LSMS UPGRADE 500 DPI, UPGRADE TO CURRENTLY RELEASED VERSION	1	540.00	540.00
850391-024 CrossMatch LSMS Software Configuration-Washington DPS	1	0.00	0.00
850181-224 SOFTWARE, RELOAD, WASHINGTON	1	0.00	0.00
950083 CMT advantage SW LSMS Core	1	270.00	270.00
950084 CMT ADVANTAGE MAINT,YR 1,STANDARD CMT SW, LSMS SUBMISSION SOFTWARE	1	90.00	90.00
853002SW- 0001 SOFTWARE FOR IMPORT TO WASHINGTON FROM SPILLMAN RMS/JMS DATABASE SYSTEM	1	5,000.00	5,000.00
420185 Keyboard, Integrated Mouse, USB	1	165.00	165.00
900439 KIT, FBI CERTIFIED NETWORK PRINTER, DOUBLE SIDED PRINTING (RoHS)	1	1,340.00	1,340.00
930100-01 IMPLEMENTATION, FIRST DAY ON-SITE	1	2,250.00	2,250.00
Shipping Shipping Prepay and Add to invoice	1	0.00	0.00

SUBTOTAL	14,850.00
DISCOUNT	-650.00
TAX (8.7%)	1,235.40
SHIPPING	150.00
TOTAL	\$15,585.40

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

Bill No. 4.G.
Date: August 5, 2015
Subject: Marina Convenience Store

FROM: Steve Powers, Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize the Mayor to sign the Stationary Vendor Agreement allowing for a convenience store to operate at the Oak Harbor Marina.

BACKGROUND / SUMMARY INFORMATION

This agenda bill requests the City Council to authorize the Mayor to sign the Stationary Vendor Agreement allowing for a convenience store to operate at the Oak Harbor Marina.

In an effort to provide more amenities at the Oak Harbor Marina and to aid with economic development of the City of Oak Harbor, staff is proposing to allow Ms. Diana Cullen and Mr. Brian Punch to operate a convenience store at the Oak Harbor Marina.

Ms. Cullen and Mr. Punch will set up a convenience store in shed 1-11 and will be charged \$106.64 per month (based upon the current monthly rental rate for storage sheds). The shed is on the north side of building one, next to the parking lot. The convenience store will sell small items such as non-alcoholic drinks, snacks, toiletries, trinkets and small boat items. Shed 1-11 has electricity to power the refrigerators, freezers and other equipment associated with this type of business. Ms. Cullen and Mr. Punch will be charged the normal rate of \$0.115 per kilowatt hour for electricity used.

Ms. Cullen and Mr. Punch will also rent shed 1-24 (it is located directly behind shed 1-11 and has an access door), where they will store extra supplies and install a hand cleaning sink. They will also be charged \$106.64 per month for this shed as well. The total monthly rent for both sheds will be \$213.28.

The store will operate year round, during peak boating days and hours. The primary focus will be on supplying marina live aboards and visiting boaters with small items they may need or have forgotten.

Per OHMC 6.14.090, City Council approval is required to allow the sale of concessions in any park. Per OHMC 6.14.030, the Oak Harbor Marina is a “park” and therefore, approval is being requested to ensure compliancy with City ordinances.

LEGAL AUTHORITY

OHMC 6.14.090 Selling articles or distributing literature.

It is unlawful to sell refreshments or merchandise, or to distribute literature in any park, without a written permit, or a concession contract with the council. (Ord. 214 § 10, 1965).

OHMC 6.14.030 Definitions, section (4)

“Parks” means all parks and well sites maintained by the city, public squares, park drives, parkways, boulevards, bathing beaches, play and recreation grounds owned by or under the jurisdiction of the city, and marine facilities. Most but not necessarily all parks as defined herein are identified and described in the comprehensive plan as is now in effect or hereafter amended.

FISCAL IMPACT

Funds Required: N/A

Appropriation Source: N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was presented at the July 22, 2015 City Council workshop and was not reviewed the Marina Advisory Committee.

ATTACHMENTS

1. [Washington State Reseller Permit](#)
2. [Washington State Business License](#)
3. [Island County Public Health Letter](#)
4. [Steve Richardson Insurance Letter](#)
5. [Stationary Vendor Agreement](#)



STATE OF WASHINGTON

RESELLER PERMIT

Washington State Department of Revenue

PO Box 47476 • Olympia, WA 98504-7476 • 1-800-647-7706

Issued to:
603 488 258
ON DE HOOK
PO BOX 647
OAK HARBOR WA 98277 0647

Permit Number: A33 1445 17

Effective Date: 04-22-2015

Expiration Date: 04-21-2017

Business Activities:
CONVENIENCE STORES

This permit can be used to purchase:

- Merchandise and inventory for resale without intervening use
- Ingredients, components, or chemicals used in processing new articles of tangible personal property produced for sale
- Feed, seed, seedlings, fertilizer, and spray materials by a farmer
- Materials and contract labor for retail/wholesale construction
- Items for dual purposes (see Purchases for Dual Purposes on back)

This permit cannot be used to purchase:

- Items for personal or household use
- Promotional items or gifts
- Items used in your business that are not resold, such as office supplies, equipment, tools, and equipment rentals
- Materials and contract labor for public road construction or U.S. government contracting (see Definitions on back)
- Materials and contract labor for speculative building

This permit is no longer valid if the business is closed.

The business named on this permit acknowledges:

- It is solely responsible for all purchases made under this permit
- Misuse of the permit:
 - Subjects the business to a penalty of 50 percent of the tax due, in addition to the tax, interest, and penalties imposed (RCW 82.32.291)
 - May result in this permit being revoked

Notes (optional): _____

Important: The Department of Revenue may use information from sellers to verify all purchases made with this permit were qualified.



BUSINESS LICENSE

STATE OF
WASHINGTON

Partnership

Unified Business ID #: 603 488 258
Business ID #: 1
Location: 1

ON DE HOOK
BLDG 1 UNIT 11
1401 SE CATILINA DR
OAK HARBOR WA 98277

TAX REGISTRATION

PARTNERS:

DIANA D CULLEN

BRIAN D PUNCH

REGISTERED TRADE NAMES:

ON DE HOOK

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue



ISLAND COUNTY PUBLIC HEALTH

P.O. Box 5000
Coupeville, WA 98239
www.islandcounty.net/health

April 16, 2015

To Whom It May Concern:

I met with Diane and Brian at the space where they are interested in opening a convenience store. We discussed the types of food that could be sold. And the requirements that need to be met to comply with Island County Food Code. They will need to install a handwashing sink with hot and cold running water. No other sinks are required in the space as they can use the mop sink at the Marina for floor washing and they will not be allowed to do any food preparation or cooking in the unit.

Once the sink is installed, they can be approved as a Convenience Store.

Sincerely,

Sally Waters, RS/REHS, CP-FS
Environmental Health Specialist III
Food Program Manager

Steve Richardson Insurance Inc

860 SE Bayshore Drive Suite 202 Oak Harbor, WA 98277

Phone: (360)675-2800 (877)715-2800

Fax: (360)675-1811

April 17, 2015

Attn: City Council of Oak Harbor

RE: Brian Punch & Diana Cullen - On The Hook

Mutual of Enumclaw has provided a quote to Brian & Diana for their planned mini-mart at 1401 SE Catalina Dr, Building 1, Unit 11. They will be insured for \$1,000,000 liability, plus their business personal property.

Please let me know if you need any further documentation that they are insurable for this business.

Sincerely,



Amber Reed

amber@sr-insurance.net

Stationary Vendor Agreement

This Stationary Vendor Agreement is made effective this 1st day of September 2015, by and between the City of Oak Harbor (CITY) and Diana Cullen and Brian Punch (VENDOR).

WHEREAS, the VENDOR is engaged in the operation of a convenience store, and;

WHEREAS, the VENDOR wishes to sell non-alcoholic drinks, snacks, toiletries and small boat items at the City of Oak Harbor Marina, and;

WHEREAS, the CITY wishes to encourage local businesses and promote economic development.

NOW, THEREFORE, the parties agree as follows:

1. General Provisions. The CITY agrees to allow VENDOR to operate, manage, and maintain a convenience store for the general public within the designated area of the Marina during agreed upon operating days and hours.
 - a. The VENDOR agrees to provide non-alcoholic drinks, snacks, toiletries and small boat items at reasonable prices to the general public.
 - b. The VENDOR agrees to provide and maintain all equipment. Improvements or additional service connections are the responsibility of the VENDOR and shall be done as per City or State of Washington code(s).
 - c. The VENDOR agrees to ensure that public sidewalks and/or walkways within the Premises are kept clear and unobstructed and in all ways compliant with Americans with Disabilities Act (ADA) requirements.
 - d. The VENDOR shall remove any litter or debris from the Premises at the end of each day.
 - i. The CITY reserves the right to enter and inspect the Premises to ensure that all requirements are complied with.
 - j. The VENDOR agrees that the Premises will be used as a site to operate a convenience store for patrons. VENDOR agrees not to let or sublet the whole or any part of the Premises allocated for VENDOR or assign this Agreement, or any interest within the property described.
 - k. The VENDOR agrees to pay and provide all governmental licenses, fees and/or permits for the operation of described services within this Agreement.

- l. The VENDOR shall comply with the laws, rules and regulations regarding food handling and all vehicles, equipment, devices or structures used for the preparation, handling, storage, transportation and/or sale of food shall comply with WAC Chapter 246-215, in addition to any other rules and regulations respecting such vehicles, equipment, devices or structures as may be established by the Island County Health Department, the Oak Harbor Municipal Code or by the Marina.
 - m. The VENDOR shall pay all taxes, wages and other costs associated with the operation of On De Hook convenience store.
 - n. The VENDOR shall have a valid Oak Harbor business license.
2. Indemnification/Hold Harmless. The VENDOR shall defend, indemnify and hold harmless the CITY, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property which arises out of the use of Premises or from any activity, work, or thing done, permitted, or suffered by VENDOR in or about the Premises, except such injury or damage as shall have been occasioned by the sole negligence of the CITY.

The VENDOR agrees that all personal property kept at the Premises shall be at the risk of the VENDOR. VENDOR further agrees not to hold the CITY liable in any manner or account for any loss or damage sustained by action of fire, water, elements, theft or any third party. All equipment and machinery associated with VENDOR shall be owned exclusively by the VENDOR.

3. Insurance Requirements. The VENDOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the CITY.
- a. No Limitation. VENDOR's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the VENDOR to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.
 - b. Minimum Scope of Insurance. VENDOR shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The CITY shall be named as an insured under the VENDOR's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

- c. **Minimum Amounts of Insurance.** VENDOR shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.
 - d. **Other Insurance Provision.** The VENDOR's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the CITY. Any Insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the VENDOR's insurance and shall not contribute with it.
 - e. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - f. **Verification of Coverage.** VENDOR 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 VENDOR before business shall commence on the Premises.
 - g. **Notice of Cancellation.** The VENDOR shall provide the CITY with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
 - h. **Failure to Maintain Insurance.** Failure on the part of the VENDOR to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five (5) business days' notice to the VENDOR to correct the breach, immediately terminate the contract.
4. **Term.** The terms of this Agreement shall be effective through August 31, 2016. Upon expiration of the Agreement, the CITY may extend the Agreement for an additional period or season. Either party may terminate this Agreement prior to the end of the agreed term with thirty (30) days' written notice. This Agreement shall automatically terminate in the event that the VENDOR ceases convenience store activities on the Premises for any unauthorized reason for a period of ten (10) or more consecutive days. Upon the expiration or early termination of this Agreement, the VENDOR will surrender the location in good condition as they were at the commencement of the Agreement term.
5. **Payment.** The VENDOR agrees to pay the CITY a total of One Hundred Six Dollars and Sixty Four Cents (\$106.64) for each space rented plus an additional Eleven and One Half Cents (\$0.115) per kilowatt hour for electricity used per month for payment to operate the convenience store on the aforementioned Premises. Payment will be made not later than

the 15th day of each month, payable to the CITY. Should the term of the agreement be extended as provided for above, the City reserves the right to re-negotiate the monthly charge.

6. Notices and Communication. Notices to the CITY shall be sent to the following address:

City of Oak Harbor
Chris Sublet, Harbormaster
865 SE Barrington Drive
Oak Harbor, WA 98277

Notices to the VENDOR shall be sent to the following address:

On De Hook
Bldg 1 Unit 11
1401 SE Catalina Dr
Oak Harbor WA 98277

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

7. Modification. No provision of this Agreement may be amended or modified except by written Agreement signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above first written.

Dated

By _____
Diana Cullen and Brian Punch
On De Hook

CITY OF OAK HARBOR

By _____
Scott Dudley
Mayor of the City of Oak Harbor

Approved as to Form:

Nikki C. Esparza

City Attorney

L:\LGLG\Forms\Stationary Vendor Agreement #3.docx

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.H.
Date: August 5, 2015
Subject: Letter in support of Oak Harbor
Main Street Association

FROM:

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approve the attached letter in support of the Oak Harbor Main Street Association.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

N/A

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Letter of Support for Oak Harbor Main Street Association](#)

Sarah Hansen, Main Street Coordinator
Washington Trust for Historic Preservation
1204 Minor Avenue
Seattle, WA 98101

Dear Ms. Hansen:

In the past couple of years, property owners and business leaders within our waterfront and historic downtown have been actively engaged in developing an Oak Harbor Main Street Association in the State of Washington. Interest from property owners has grown steadily during this period and much has been accomplished to establish an active partnership within the Association boundaries.

The City's interest in supporting a local Main Street Association in Oak Harbor has been far from passive in its support for building an active historic downtown. My office took an active role as Mayor in assembling key community leaders in Oak Harbor to meetings with other cities who are actively engaged in the main street approach. From that humble beginning grew the Oak Harbor Main Street Association which is beginning to build a strong foundation in our historic downtown. City staff attend meetings and provide important links between the Main Street Association and City Hall – a partnership which I expect will continue to grow over time.

With this partnership in mind, the City of Oak Harbor, through my office and with the full support of the Oak Harbor City Council, is pleased to be part of a developing partnership between the City and the Main Street Association. We see this effort as one which will not only benefit both entities but, more importantly, create stronger links between many aspects of our community. With that in mind, please consider this letter to constitute the City's strong support for the Oak Harbor Main Street Association.

Sincere wishes,

Scott Dudley, Mayor
City of Oak Harbor

cc. Oak Harbor Main Street Association
City of Oak Harbor City Council

City of Oak Harbor Clean Water Facility Project



CITY COUNCIL PROJECT UPDATE – August 5, 2015

WWW.OAKHARBORCLEANWATER.ORG

PERMIT ACQUISITIONS:

Wastewater Outfall –

- Construction is currently under way. Staff and our Construction Management team are tracking permit requirements and ensuring compliance.

Wastewater Treatment Plant

- **Site Preparation A** – All permits have been acquired. Staff and our Construction Management team are tracking permit requirements and ensuring compliance.
- **Site Plan Permit** – Submitted to Development Services July 24th
- **Shoreline Master Plan permit** – Submitted to Development Services July 24th
- **Conditional Use Permit** – Submitted to Development Services July 24th
- Other Permits – Staff is actively pursuing many other permits necessary to construct the project. As they come to fruition, they will be presented in this section.

COST ESTIMATES:

Wastewater Outfall –

- **Guaranteed Maximum Price No. 2** - Awarded by City Council on April 21, 2015 in the amount of \$2,164,488 (includes sales tax).

Wastewater Treatment Plant

- **Overall Project** – 60% design documents have been received by the City. Carollo and Hoffman are currently developing cost estimates. Staff expects to present the results of the cost estimates to City Council in September with options regarding biosolids handling and including a community/training room.
- **Biosolids Dryer** – Staff is currently reviewing proposals for biosolids dryers to include in the 60% cost estimate. The results will be included in an analysis of different biosolids handling options.
- **Site Preparation Package A – Guaranteed Maximum Price No. 3** - Partial Excavation and Archaeological Survey was approved by Council June 16, 2015 in the amount of \$908,872 (including sales tax). Preliminary results indicate this phase of work will come in under budget or be delayed until Site Preparation Package B.

DESIGN / CONSTRUCTION:

Wastewater Outfall Construction –

- Hoffman and the outfall subcontractor continue excavation of the upland areas. Parts of the park near the existing sewage treatment plant will be utilized.
- In-water work started and will continue depending on tides. Some of the in-water work will be conducted by a barge anchored in the harbor through August.

Wastewater Treatment Plant –

- **Site Preparation Package A – Excavation activities started promptly after award on June 16th and are nearing completion. The goal of this phase is to identify potential cultural resources which will then allow Carollo and Hoffman to provide more accurate 60% cost estimates. Early indications are positive. No significant cultural resources have been encountered which indicates the preferred method of soil stabilization is likely to be used.**
- **Overall Project Design – Carollo Engineers have submitted 60% design drawings. A 60% Design presentation and cost estimate is scheduled to be presented to the City Council in September.**
- **Site Preparation Package B (Deep Excavation) - The design for the deep excavation package is underway and tentatively scheduled for Council approval in September, following review of 60% design cost estimates.**

FUNDING:

2015 CWSRF – Outfall Design and Construction – The City has received \$3,200,000 in low interest loans from DOE for design and construction of the new outfall for the wastewater treatment plant. The loan is for 20 years at 2.7% interest.

2015 CWSRF – WWTP Design – The City has received \$8,260,000 in low interest loans for design of the new wastewater treatment plant. The loan is for 20 years at 2.7% interest.

2016 CWSRF – WWTP Construction – The City has submitted an application for construction of the treatment plant and has been tentatively awarded \$15,631,311 at a reduced interest rate of 1.9% for 20 years and an additional \$463,154 forgivable principal for hardship and green project reserve. An additional \$4,586,846 in Centennial Grant was also offered. Final award will not occur until state legislature has passed the state budget in July. Staff intends to apply for additional funding next year to cover the remaining construction costs.

2017 CWSRF - WWTP Construction – Applications for 2017 CWSRF funding are due in October 16, 2015.

Bonds – The City is reviewing our funding options with regards to CWSRF vs. Bonds to develop the most advantageous funding program for the project. The goal is to reduce the overall burden on the rate payers. **City staff initiated preparation of POS statement necessary to issue revenue bonds.**

Reserves – The sewer fund has been accumulating reserves that have been earmarked for this project.

Rates – Staff is currently reviewing the impacts of the funding sources listed above, current bond rates and the estimated cost of the project to determine how the project rates might be impacted by the construction cost increases and lower financing rates.

OTHER ITEMS OF INTEREST:

August 12 Open House - A public open house to present architectural concepts to a wider audience is scheduled for 6:00 August 12, 2015 at the Elks Lodge. Staff and consultants will provide design information and solicit public input on the design concepts. An on-line version of the Open House will be available on the www.oakharborcleanwater.org to allow those who can't attend to participate. The open house will be advertised in the local papers and by direct mail. The open house has been noticed so that all City Council may attend.

August 26 City Council Workshop – Staff will follow up with City Council on the results of the in-person and on-line open houses.

Parking – The parking lot behind Wells Fargo is no available for project parking. Anyone wishing to visit the site is welcome to park there. The project office is accessible around the south side of the building.

Bolded items indicate updates from previous editions

Standard text indicates no significant change since the last update.

To sign up for the e-mail distribution list, please send an e-mail to treatmentplant@oakharbor.org or call the treatment plant information line at 360-914-7000.

Brett Arvidson PE
Project Engineer
360-279-4521
barvidson@oakharbor.org

Joe Stowell PE
City Engineer
360-279-4520
jstowell@oakharbor.org

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

Bill No. 7.A.
Date: August 5, 2015
Subject: Homeless Encampment Code
Amendment - Ordinance No.
1712

FROM: Steve Powers, Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adopt Ordinance No. 1712

BACKGROUND / SUMMARY INFORMATION

This agenda bill presents an ordinance creating regulations and procedures for siting homeless encampments. Ordinance No. 1712 will create a new section (19.35.060) within Oak Harbor Municipal Code Chapter 19.35 "Temporary Use Permits".

The 2014 annual audit performed by the Washington Cities Insurance Authority (WCIA) focused on permit processes, procedures and land use codes administered by the City's Development Services Department. The audit revealed a lack of regulations pertaining to homeless encampments and strongly encouraged the city to pursue this code amendment.

Staff began preparation of this ordinance by reviewing homeless encampment codes adopted by other Washington jurisdictions. This draft is based on Mercer Island's code in large part due to desired similar management and process structure and the fact that Mercer Island's code has been successfully court tested.

Section 19.80.020, OHMC requires legislative code amendments meet two criteria:

- 1) Must be consistent with the Comprehensive Plan (November 2014); and,
- 2) Must substantially promote public health, safety, and welfare.

Goal 2 under the Housing Element of the Comprehensive Plan is "To provide and monitor housing for the needs of special populations." This amendment serves to implement two policies under this Goal:

Policy 2d. "Work cooperatively with social service providers to address the needs of homeless

persons”; and,

Policy 2f. “Encourage cooperation with local churches, other organizations, and individuals to establish a short-term homeless shelter or mission.”

Public health, safety, and welfare are substantially promoted by providing a regulatory framework and land use controls to protect residents in close proximity to an encampment while ensuring these land use controls do not substantially burden religious organizations providing these encampments.

A Notice of Intent to adopt development regulation amendments was transmitted on May 28, 2015 to the Department of Commerce in conformance with RCW 36.70A.106(1). A Determination of Non-Significance (SEPA File No. SEP-15-00003) was issued on June 29, 2015. The appeal period ended July 10, 2015 with no appeal submitted.

In addition to the public comment solicited through the SEPA process, internal staff review was provided by the Police, Law, and Development Services Departments and the Senior Activity Center. External review and comments were requested from representatives of Island County Public Health, Opportunity Council, and the North Whidbey Homeless Project.

LEGAL AUTHORITY

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

The Oak Harbor Planning Commission reviewed this amendment at their meetings in February, March, and May, 2015, while the City Council reviewed this amendment at meetings in December, 2014, January and June, 2015. In conformance with OHMC 18.20.270, a properly noticed Planning Commission public hearing was held on June 23, 2015. The Planning Commission staff report and minutes from that meeting are Attachments 1 and 2, respectively. The Planning Commission voted unanimously to recommend approval of Ordinance No. 1712.

ATTACHMENTS

1. [Planning Commission June 23, 2015 staff report](#)
2. [Ordinance No. 1712](#)
3. [Planning Commission June 23, 2015 public hearing minutes](#)

City of Oak Harbor Planning Commission Report

Date: June 23, 2015
Subject: Homeless Encampment Regulations

FROM: Dennis Lefevre, AICP, Senior Planner

PURPOSE

This report continues the Planning Commission review of the draft ordinance and will allow opportunity for public comment during the public hearing.

BACKGROUND

In 2014, the City's land use code and procedures were reviewed by the Washington Cities Insurance Authority (WCIA). WCIA made note of the lack of regulations pertaining to homeless encampments and recommended the City revise its Municipal Code to include such regulations.

DISCUSSION

Staff presented the proposed ordinance at the May 26th Planning Commission meeting and consistent with the notification requirements as set forth in Section 18.20.380, OHMC, have properly advertised for this public hearing. A State Environmental Policy Act (SEPA) determination of non-significance is proposed for this code amendment. SEPA checklist (No. SEP-15-00003) is included as Attachment 1 of this packet.

Draft Ordinance 1712 (Attachment 2) reflects proposed revisions recommended during the Planning Discussions held in February, March and May. Internal staff review has been provided by the Police, Law, and Development Services Departments as well as the Senior Activity Center Director. Review by external agencies include: Island County Public Health, Opportunity Council, and the North Whidbey Homeless Project.

Oak Harbor Municipal Code amendments require a public hearing before the Planning Commission. All actions taken by the Planning Commission take the form of a recommendation to the City Council (18.20.270(1), OHMC). This amendment is scheduled for the August 5th City Council meeting.

RECOMMENDATION

1. Conduct the public hearing and invite comments from the public and interested citizens on this code amendment.
2. Revise proposed amendment, as necessary.
3. Forward a recommendation to the City Council for approval of draft Ordinance 1712, Homeless Encampment regulations.

ATTACHMENTS

1. SEPA checklist (No. SEP-15-00003)
2. Draft Ordinance 1712

ORDINANCE NO. 1712

AN ORDINANCE OF THE CITY OF OAK HARBOR ADDING A NEW SECTION 19.35.060 ENTITLED "HOMELESS ENCAMPMENT REGULATIONS" TO CHAPTER 19.35 ENTITLED "TEMPORARY USE PERMITS" OF THE OAK HARBOR MUNICIPAL CODE

WHEREAS, there are an estimated 115 homeless people in the greater Oak Harbor area each night; and

WHEREAS, the City of Oak Harbor neither promotes nor disapproves of tent cities. Rather it acknowledges that tent cities are an emergency response to a greater problem of homelessness in Oak Harbor and a safer alternative to life on the streets; and

WHEREAS, both the First Amendment to the United States Constitution and Article 1, Section 11 of the Washington State Constitution protect the free exercise of religion; further, the Religious Land Use and Institutionalized Persons Act of 2000 prohibits governments from imposing a land use regulation that unreasonably limits religious assemblies, institutions or structures. Court decisions hold that a church sponsoring a temporary homeless encampment on its own property constitutes protected religious expression; and

WHEREAS, RCW 35A.21.360 expressly authorizes religious organizations to host temporary encampments for homeless persons on property owned or controlled by religious organizations, and likewise authorizes cities to establish permit or other regulatory conditions necessary to protect public health and safety, provided, however, that they do not substantially burden the decisions or actions of religious organizations providing housing or shelter for homeless persons on property owned or controlled by religious organizations; and

WHEREAS, the City of Oak Harbor and its elected and appointed officials are committed to protecting the health, safety and well-being of its citizens, as mandated by the State Constitution; and

WHEREAS, in keeping with the duties and responsibilities of municipal government, temporary encampments and the hosting facility are also protected by all public safety, health and welfare regulations routinely provided to Oak Harbor citizens and visitors; and

WHEREAS, City staff prepared draft changes to the Oak Harbor Municipal Code to address safety, health and welfare issues related to temporary encampments and on December 17, 2014, a City Council workshop was held to introduce the proposed code changes to the public; and

WHEREAS, the Oak Harbor Planning Commission was briefed on the temporary encampment issues and began its review of the proposed code changes on January 27, 2015, and;

WHEREAS, the Oak Harbor Planning Commission held additional review meetings on the proposed amendment on February 24, 2015; March 24, 2015; and, May 26, 2015, and;

WHEREAS, the Oak Harbor City Council held review meetings in December, 2014 and January and June 2015; and,

WHEREAS, a SEPA determination of non-significance was issued on June 29, 2015; and

WHEREAS, notice of the proposed amendment was provided to the Department of Commerce on May 28, 2015; and

WHEREAS, the Planning Commission held a properly noticed public hearing on the proposed changes on June 23, 2015; and

WHEREAS, following the June 23, 2015 public hearing, the Planning Commission made a recommendation of approval to be forwarded to the City Council on the proposed temporary encampment regulations; and

WHEREAS, the Oak Harbor City Council, after considering testimony by staff, all public comments received, and the Planning Commission's recommendation at a public hearing on August 5, 2015, adopts the foregoing statements as its findings of fact justifying the adoption of this ordinance.

NOW, THEREFORE, the City Council of the City of Oak Harbor do ordain as follows:

Section One. There is hereby added a new Section 19.35.060 entitled "Homeless Encampment Regulations" to Chapter 19.35 of the Oak Harbor Municipal Code to read as follows:

**19.35.060
HOMELESS ENCAMPMENT REGULATIONS**

(1) **Definitions.**

- (a) **Place of Worship.** An establishment, the principal purpose of which is religious worship and for which the principal building or structure contains the sanctuary or principal place of worship and which includes related accessory uses in the principal building or in other separate structures.
- (b) **Temporary Encampment.** A group of persons temporarily residing in one or more temporary structures except for recreational purposes, and located at a place of worship.
- (c) **Temporary Encampment Sponsor.** A place of worship which owns the property or has an ownership interest in the property, for which a temporary encampment is to be located, and that has an agreement with the temporary encampment managing organization to provide basic services and support for the residents of a temporary encampment and liaison with the surrounding community and joins with the managing organization in an application for a temporary encampment permit. A "sponsor" may be the same entity as the managing organization.

- (d) Temporary Encampment Managing Organization. A group or organization that has the capacity to organize and manage a temporary encampment. A temporary encampment "managing organization" may be the same entity as the temporary encampment sponsor.

(2) Temporary Encampment Permit.

- (a) General Conditions. Temporary encampments are allowed only pursuant to a permit issued in accordance with the following conditions:
- (i) A temporary encampment shall be located at a place of worship. If the place of worship is not actively practicing on the site proposed for a temporary encampment, then the place of worship must comply with all other permit requirements for the underlying zone required for siting a new place of worship and temporary encampment.
 - (ii) Each lot occupied by a temporary encampment must provide or have available off-street parking and vehicular maneuvering area.
 - (iii) The temporary encampment and the parking of any vehicles associated with a temporary encampment application shall not displace the host site's parking lot in such a way that the host site no longer meets the minimum or required parking of the principle use as required by code or previous approvals unless an alternative parking plan has been approved by the director or his/her designee.
 - (iv) The temporary encampment shall be located within three-quarter (3/4) mile of a public transit stop.
 - (v) No temporary encampment shall operate within the city of Oak Harbor for more than ninety (90) consecutive days, except that the director or his/her designee may allow up to five (5) additional days to accommodate moving on a weekend.
 - (vi) Not more than one (1) temporary encampment may operate at a given time in the city so as to ensure adequate resources and support services.
 - (vii) The city shall not grant a permit for a temporary encampment that is proposed to commence on a lot or lots within one-half (1/2) mile of any lot(s) that contained a temporary encampment within the last eighteen (18) months. For the purposes of this subsection, the eighteen (18) months shall be calculated from the last day of the prior temporary encampment within the one-half mile (1/2) radius.

- (viii) All temporary encampments shall obtain, prior to occupancy of the lots, all applicable city of Oak Harbor permits, licenses and other approvals.
- (ix) Each site occupied by a temporary encampment shall be left free of debris, litter, or other evidence of the temporary encampment upon completion of removal of the use.
- (x) The applicant shall submit a complete application for a temporary encampment permit at least seventy-five (75) days before or any occupancy by the temporary encampment.
- (xi) The encampment shall be limited to a maximum of fifty (50) persons. After the encampment reaches its fifty (50) person capacity, any individual(s) who arrive after sundown (and meet all screening criteria) will be allowed to stay for one (1) night, after which the individual(s) will not be permitted entry until a vacancy is available. Such occurrences shall be logged and reported to the director or his/her designee on a weekly basis.
- (xii) Because of their temporary nature, temporary structures within temporary encampments shall not be required to meet the site plan review procedures of OHMC 19.48 nor the commercial and industrial design guidelines criteria of OHMC 19.48.969. Any permanent structures, as determined by the director or his/her designee, shall meet all applicable Design Review criteria, and receive any necessary Design Review permits. All temporary structures for temporary encampments shall comply with the following design criteria:
- A. Temporary encampment structures shall be located a minimum of twenty (20) feet from any property line that abuts a property that has a residential use, unless otherwise approved by the director or his/her designee. All other setbacks and yards applicable to permanent structures shall apply to temporary structures related to temporary encampments;
- B. A six (6) foot high sight obscuring fence, vegetative screen or other visual buffering consistent with the provisions of OHMC 19.46.030, as applicable, shall be provided between the temporary encampment and any abutting residential property and the right-of-way. The fence shall provide a privacy and a visual buffering among neighboring properties in a manner and material approved by the director or his/her designee. The director or his/her designee shall consider existing vegetation, fencing, topographic variations and other site conditions in determining compliance with this requirement; and

- C. Exterior lighting shall be shaded and directed so as not to be visible from any residentially classified property or property designated for residential uses and contained within the temporary encampment.
- (xiii) No children under the age of eighteen (18) are allowed to stay overnight in a temporary encampment unless accompanied by a parent or legal guardian. If any other child under the age of eighteen (18) attempts to stay overnight at the temporary encampment, the temporary encampment managing organization shall immediately contact the Washington State Department of Social and Health Services Child Protective Services, or its successor.
- (xiv) The temporary encampment shall comply with all applicable standards of the Island County Health Department, or its successor.
- (xv) The temporary encampment shall comply with all Washington State and City codes concerning, but not limited to, drinking water connections, human waste, solid waste disposal, electrical systems, cooking and food handling and fire resistant materials. Servicing of portable toilets and trash dumpsters is prohibited between the hours of 9:00 pm and 7:00 am on Mondays through Fridays, excluding legal holidays, and between the hours of 9:00 pm and 9:00 am on Saturdays, Sundays and legal holidays, except in the case of bona fide emergency or under permit from the director or his/her designee in case of demonstrated necessity.
- (xvi) The temporary encampment shall permit regular inspections by the city, including the police department, and Island County Health Department to check compliance with the standards for temporary encampments. Nothing in this ordinance shall require inspections by the Island County Health Department. The Oak Harbor Fire Department shall do an initial fire inspection and safety meeting at the inception of the temporary encampment.
- (xvii) All temporary encampments shall have services, such as food, water, and waste disposal, provided by a temporary encampment sponsor and supervised by a temporary encampment managing organization.
- (xviii) The managing organization and temporary encampment sponsor shall sign a hold harmless agreement for the temporary encampment.
- (xix) The temporary encampment managing organization shall maintain a resident log for all who are residing at the temporary encampment. Such log shall be kept onsite at the temporary encampment. Prospective encampment residents shall provide a verifiable form of identification when signing the log.

- (xx) The temporary encampment sponsor and encampment managing organization shall ensure enforcement of a code of conduct at the temporary encampment site. The code of conduct shall be in substantially the following form or address the following issues:
- A. Possession or use of illegal drugs is not permitted;
 - B. No alcohol is permitted;
 - C. No weapons are permitted;
 - D. No violence is permitted;
 - E. No open flames are permitted;
 - F. No trespassing into private property in the surrounding neighborhood is permitted;
 - G. No littering on the temporary encampment site or in the surrounding neighborhood is permitted; and
 - H. Excessive noise shall be limited to the restrictions identified in OHMC 6.56.
- (xxi) The temporary encampment managing organization shall take all reasonable and legal steps to obtain verifiable identification from prospective encampment residents and use the identification to obtain sex offender and warrant checks from the appropriate agency. All requirements by the Oak Harbor Police Department related to identified sex offenders or prospective residents with warrants shall be met. The temporary encampment sponsor shall be responsible for verifying that the warrant and sex offender checks occur, that the log of persons residing at the temporary encampment is kept and that verifiable forms of identification are being provided.
- (xxii) Upon determination that there has been a violation of any condition of approval, the director or his/her designee may give written notice to the permit holder describing the alleged violation. Within seven (7) days of the mailing of notice of violation, the permit holder shall show cause why the permit should not be revoked. At the end of the seven (7) day period, the director or his/her designee shall sustain or revoke the permit. When a temporary encampment permit is revoked, the director or his/her designee shall notify the permit holder by certified mail of the revocation and the findings upon which revocation is based. Appeals of decisions to revoke a

temporary encampment permit will be processed pursuant to RCW 36.70C. The availability of this procedure shall be in addition to the procedures set out in OHMC 18.20.510-550.

(xxiii) The director or his/her designee may require any other condition as necessary to mitigate impacts from temporary encampments.

(b) Permit Application. The applicant for a temporary encampment shall submit all of the following, unless waived by the director or his/her designee:

- (i) General application form;
- (ii) A site plan, which extends fifty (50) feet beyond the proposed site's property boundaries, drawn to scale showing all of the following:
 - A. all existing and proposed temporary structures;
 - B. Existing and proposed ingress and egress and existing or proposed parking stalls available for the temporary encampment use;
 - C. location of trash receptacles, including trash dumpsters;
 - D. location of toilets and other sanitary facilities;
 - E. location and details of any proposed connection to wastewater, potable water, stormwater, electrical supply, or other public or private utility systems;
 - F. proposed and existing location of site lighting;
 - G. any permanent alterations on the lot, to the site, or structures; and
 - H. designated smoking area;
- (iii) Proposed fencing detail or typical section;
- (iv) Written authorization from a temporary encampment sponsor on which the temporary encampment is located;
- (v) A hold harmless agreement, on a form approved by the City Attorney, with a signature of the temporary encampment sponsor;
- (vi) A copy of any agreements with other parties regarding use of parking, either on-site or off-site;

- (vii) A copy of any agreement between the temporary encampment sponsor, temporary encampment managing organization, and any schools and/or child care services;
 - (viii) A copy of the code of conduct;
 - (ix) The applicant shall provide:
 - A. The date, time, and location of the required informal public meeting;
 - B. The name of persons representing the temporary encampment managing organization and sponsor at the informal public meeting;
 - C. A summary of comments provided; and
 - D. Copies of any documents submitted at the informal public meeting;
 - (x) Any other information deemed necessary by the director or his/her designee for the processing of a temporary encampment permit; and
 - (xi) All applicable application filing fees in an amount established annually by resolution.
- (c) Application Process. A temporary encampment permit is a form of temporary use permit and is an administrative action. In addition to the requirements for the processing of administrative actions specified in OHMC Chapter 18.20, the following additional procedures shall apply:
- (i) Informal Public Meeting Required. The director or his/her designee shall require an applicant to conduct an informal public meeting to inform citizens about a proposed temporary encampment prior to submittal of an application. Notice of the informal public meeting shall be provided in the same manner as required by OHMC Section 18.20.380(2), at least ten (10) days prior to the informal public meeting. Prior to the informal public meeting, the temporary encampment sponsor and managing organization shall meet and confer with the Oak Harbor Police Department regarding any proposed security measures. At the informal public meeting, a representative of the temporary encampment sponsor and managing organization shall present in writing and describe the proposed temporary encampment location, timing, site plan, code of conduct, encampment concerns, management security measures, and any input or comment received on the plan, including any comment or input from the Oak Harbor Police Department, or comment or input from schools and/or child care services under subsection (ii) of this section. Copies of the agenda

and other materials shall be provided by the applicant at the meeting. The meeting shall be conducted on the subject property whenever feasible.

- (ii) Additional Mailed Notice. The requirements for mailing the notice of application set forth in OHMC Section 18.20.380(2) shall be expanded to include owners of real property within six hundred (600) feet of the lot(s) containing the proposed temporary encampment. Prior to any application for a temporary encampment permit, the temporary encampment sponsor, or temporary encampment managing organization shall meet and confer with the administration of any public or private elementary, middle, junior high or high school within six hundred (600) feet of the boundaries of the lot(s) proposed to contain the temporary encampment. The temporary encampment sponsor and the school administration and/or child care service operator shall make a good faith effort to agree upon any additional conditions that may be appropriate or necessary to address school and/or child care concerns regarding the location of a temporary encampment within six hundred (600) feet of such a facility. Any such conditions agreed upon between the parties shall be submitted to the director or his/her designee for consideration, for inclusion within the temporary encampment permit. In the event the parties fail to agree on any conditions, either party may provide the director or his/her designee with a written summary of the parties' discussions, which the director or his/her designee may consider in evaluating whether the conditions for the temporary encampment permit are met, or the need for additional conditions upon the temporary encampment permit, without violating the legal rights of the temporary encampments sponsor.
- (d) Emergencies. The director or his/her designee may waive these requirements when a catastrophic event necessitates the immediate establishment of a temporary encampment.

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

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

PASSED by the City Council this _____ day of _____, 2015.

THE CITY OF OAK HARBOR

Veto ()
Approve ()

By _____
Scott Dudley, Mayor

Dated: _____

Attest:

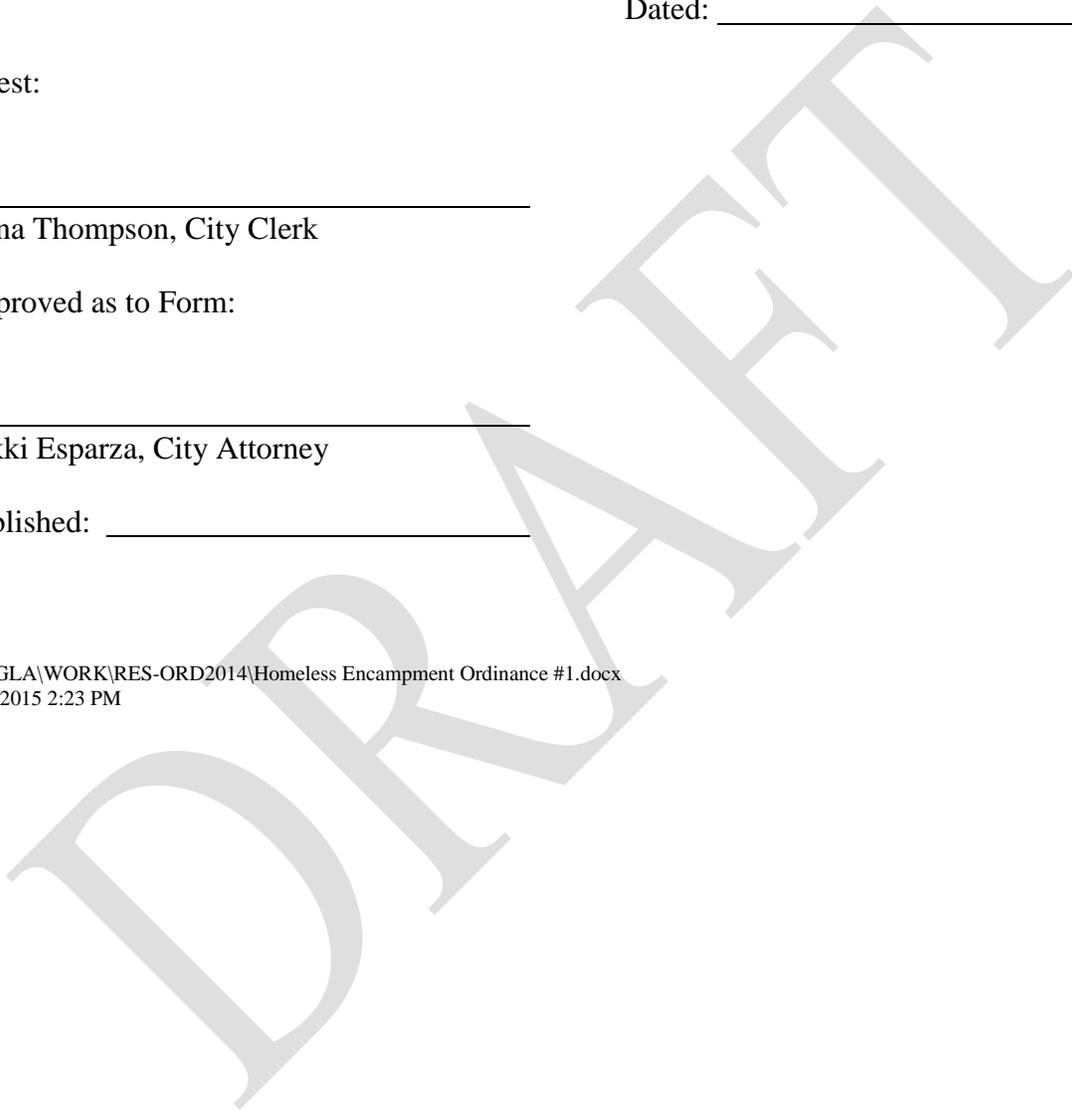
Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

Published: _____

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**PLANNING COMMISSION
REGULAR MEETING
CITY HALL – COUNCIL CHAMBERS
June 23, 2015**

ROLL CALL: Present: Greg Wasinger, Bruce Freeman, Ana Schlecht, Cecil Pierce and Jes Walker-Wyse

Absent: Sandi Peterson and Mike Piccone

Staff Present: Development Services Director, Steve Powers; Senior Planners, Cac Kamak and Dennis Lefevre; Associate Planner Ray Lindenburg

Chairman Wasinger called the meeting to order at 7:30 p.m.

MINUTES: MS. SCHLECHT MOVED, MS. WALKER-WYSE SECONDED, MOTION CARRIED TO APPROVE THE MAY 26, 2015 MINUTES AS PRESENTED.

PUBLIC COMMENT

None.

HOMELESS ENCAMPMENT CODE AMENDMENT – Public Hearing

Mr. Lefevre reviewed the background, formulation and review process of the homeless encampment regulations. Mr. Lefevre noted that the City Council recommended that the radius around a public transit stop should be $\frac{3}{4}$ mile versus $\frac{1}{2}$ mile.

Planning Commission Discussion

Planning Commission asked if there was a reason for the $\frac{1}{2}$ mile radius around a public transit stop. Mr. Lefevre said that the discussion with the City Council related to the paratransit $\frac{3}{4}$ radius through the ADA Program.

Chairman Wasinger opened the public hearing.

Cynthia Hart (North Whidbey Homeless Project) stated that she had reviewed the draft and her only concern was the population that they are hoping to help have criminal backgrounds and will not pass a background check which means that they are still on the streets. She stated that she didn't have an answer at this point but thought that this should be addressed.

Planning Commissioners discussed Ms. Hart's comment and noted that the background checks were specifically to cull out sex offenders and those who have warrants and not all criminal backgrounds.

Jill Johnson (Island County Commissioner) asked for clarification about the $\frac{3}{4}$ mile radius and noted that Island County Public Health is the health department for all of Island County including the City of Oak Harbor. She anticipated that if there are homeless encampments there would be future conversations about enforcement and how it relates to public health.

Planning Commissioners asked if there were any problems with enforcement of public health standards in other cities. Mr. Powers stated that the city lacks the authority to bind another agency (Island County Public Health Department) and the homeless encampment will be required to demonstrate consistency with the appropriate public health standards. At this point we will monitor how the code works and if changes are needed we will establish different standards.

Netsah Alinsky (Food Forest) spoke in favor of the homeless encampment code.

Planning Commissioners asked if there was a need to include estimated number of homeless in the beginning of the ordinance since that number fluctuates. Mr. Powers said that the number was intended to demonstrate the need.

Chairman Wasinger closed the public hearing.

MOTION: MR. PIERCE MOVED, MR. FREEMAN SECONDED, MOTION CARRIED TO RECOMMEND THAT THE CITY COUNCIL APPROVE ORDINANCE 1712 AS WRITTEN.

ZONING CODE AMENDMENT – Public Hearing

Mr. Powers reported that this amendment was recommended by the Washington Cities Insurance Authority (WCIA) to update the definitions of ‘child day care center’ and ‘family day care provider’ to be consistent with current state law. They also recommended that the definition of ‘family’ be updated and a ‘reasonable accommodation’ section to be added to the code.

Chairman Wasinger opened the public hearing for public comment. Seeing none, Chairman Wasinger closed the public hearing.

Planning Commissioners asked when the ordinance was originally established with the original definitions and where the new language comes from. Mr. Powers said the definition of “family” has been in the code since he has been with the city (17 years). The “child day care center” was updated about 13 or 14 years ago to change the number of kids from 6 to 8 and then to 12. Mr. Powers said the definitions came straight out of the Washington Administrative Code (WAC) and the “family” definition was provided by the City Attorney. The simplest most straight-forward language was chosen for reasonable accommodation.

MOTION: MS. WALKER-WYSE MOVED, MS. SCHLECHT SECONDED, MOTION CARRIED TO RECOMMEND THAT THE CITY COUNCIL APPROVE ORDINANCE 1739 AS WRITTEN.

MEDICAL MARIJUANA CODE – Public Meeting

Mr. Lefevre displayed a PowerPoint presentation (Attachment 1) and discussed the state and federal medical marijuana background, current moratorium ordinances and recreational marijuana ordinance that the city has adopted and the land use implications of the code. Mr. displayed the following table to illustrate the land use implications.

Legislation	Recreational	Medical
I-502 (2012)	1,000 feet from public places	Does not apply
19.22, OHMC (2014)	1,000 feet from public places; only in PIP & I zones (production & process); C-4 & I zones (retailers). Retailers must be 1,000 feet from producers & processors.	Does not apply
2SSB 5052 (2015)	Does not apply	1,000 feet from public places; Cooperatives must be 1 mile from licensed retailer.

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

Bill No. 7.B.
Date: August 5, 2015
Subject: Zoning Code Amendment -
Definitions - Ordinance No.
1739

FROM: Steve Powers, Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adoption of Ordinance No. 1739

BACKGROUND / SUMMARY INFORMATION

This agenda bill presents a draft ordinance that amends portions of the Oak Harbor Municipal Code to bring the definition of ‘child day care center’ and ‘family day care provider’ current with state law. It also updates the definition of ‘family’ and adds a ‘reasonable accommodation’ section to the code.

In 2014, the City’s land use code and procedures were reviewed by the Washington Cities Insurance Authority (WCIA). As a result of that review, WCIA recommended the City revise its Municipal Code to update the definitions of ‘child day care center’ and ‘family day care provider’ to be consistent with current state law. They also recommended the definition of ‘family’ be updated and a ‘reasonable accommodation’ section to be added to the code. The updated definition of family allows for a variety of housekeeping units and is consistent with case law. The reasonable accommodation provisions allow the City to waive or vary city code regulations when necessary to reasonably accommodate the statutory rights of the disabled under the American with Disabilities Act (ADA). Ordinance No. 1739 (Attachment 1) accomplishes the above.

LEGAL AUTHORITY

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

A properly noticed The Planning Commission public hearing was held on June 23, 2015. The Planning

Commission staff report and minutes from that meeting are attached (Attachments 2 and 3, respectively). The Planning Commission voted unanimously to recommend approval of Ordinance No. 1739.

ATTACHMENTS

1. [Planning Commission June 23, 2015 public hearing minutes](#)
2. [Planning Commission June 23, 2015 staff report](#)
3. [Ordinance No. 1739](#)

Nexis Alinsky (Food Forest) spoke in favor of the homeless encampment code.

Planning Commissioners asked if there was a need to include estimated number of homeless in the beginning of the ordinance since that number fluctuates. Mr. Powers said that the number was intended to demonstrate the need.

Chairman Wasinger closed the public hearing.

MOTION: MR. PIERCE MOVED, MR. FREEMAN SECONDED, MOTION CARRIED TO RECOMMEND THAT THE CITY COUNCIL APPROVE ORDINANCE 1712 AS WRITTEN.

ZONING CODE AMENDMENT – Public Hearing

Mr. Powers reported that this amendment was recommended by the Washington Cities Insurance Authority (WCIA) to update the definitions of ‘child day care center’ and ‘family day care provider’ to be consistent with current state law. They also recommended that the definition of ‘family’ be updated and a ‘reasonable accommodation’ section to be added to the code.

Chairman Wasinger opened the public hearing for public comment. Seeing none, Chairman Wasinger closed the public hearing.

Planning Commissioners asked when the ordinance was originally established with the original definitions and where the new language comes from. Mr. Powers said the definition of “family” has been in the code since he has been with the city (17 years). The “child day care center” was updated about 13 or 14 years ago to change the number of kids from 6 to 8 and then to 12. Mr. Powers said the definitions came straight out of the Washington Administrative Code (WAC) and the “family” definition was provided by the City Attorney. The simplest most straight-forward language was chosen for reasonable accommodation.

MOTION: MS. WALKER-WYSE MOVED, MS. SCHLECHT SECONDED, MOTION CARRIED TO RECOMMEND THAT THE CITY COUNCIL APPROVE ORDINANCE 1739 AS WRITTEN.

MEDICAL MARIJUANA CODE – Public Meeting

Mr. Lefevre displayed a PowerPoint presentation (Attachment 1) and discussed the state and federal medical marijuana background, current moratorium ordinances and recreational marijuana ordinance that the city has adopted and the land use implications of the code. Mr. displayed the following table to illustrate the land use implications.

Legislation	Recreational	Medical
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2SSB 5052 (2015)	Does not apply	1,000 feet from public places; Cooperatives must be 1 mile from licensed retailer.

**City of Oak Harbor
Report to the Planning
Commission**

Date: June 23, 2015
Subject: Zoning Code Amendment – Definitions

FROM: Steve Powers, AICP
Development Services Dept. Director

PURPOSE

This staff report presents a draft ordinance that amends portions of the Oak Harbor Municipal Code to bring the definition of ‘child day care center’ and ‘family day care provider’ current with state law. It also updates the definition of ‘family’ and adds a ‘reasonable accommodation’ section to the code.

DISCUSSION

In 2014, the City’s land use code and procedures were reviewed by the Washington Cities Insurance Authority (WCIA). As a result of that review, WCIA recommended the City revise its Municipal Code to update the definitions of ‘child day care center’ and ‘family day care provider’ to be consistent with current state law. They also recommended the definition of ‘family’ be updated and a ‘reasonable accommodation’ section to be added to the code. The updated definition of family allows for a variety of housekeeping units and is consistent with case law. The reasonable accommodation provisions allow the City to waive or vary city code regulations when necessary to reasonably accommodate the statutory rights of the disabled under the American with Disabilities Act (ADA). Ordinance No. 1739 (Attachment 1) accomplishes the above.

RECOMMENDATION

- Conduct public hearing
- Recommend approval of Ordinance No. 1739

ATTACHMENTS

Attachment 1: Draft Ordinance No. 1739

ORDINANCE NO. 1739

AN ORDINANCE AMENDING CHAPTER 19.08 “DEFINITIONS” OF THE OAK HARBOR MUNICIPAL CODE, UPDATING THE DEFINITION OF ‘CHILD DAY CARE CENTER’ AND ‘FAMILY DAY CARE PROVIDER’ TO BE CURRENT WITH STATE LAW; AMENDING THE DEFINITION OF ‘FAMILY’ AND AMENDING CHAPTER 19.04 BY CREATING A NEW SECTION 19.04.050 “REASONABLE ACCOMMODATION”

WHEREAS, Chapter 19.08 of the Oak Harbor Municipal Code defines certain terms necessary for the orderly regulation of land uses; and

WHEREAS, many of those definitions find their origins in Washington State Law; and

WHEREAS, from time to time it is necessary to amend the Oak Harbor Municipal Code definitions so that they are consistent with those found in State law; and

WHEREAS, amendments are necessary to certain terms related to families and child care; and

WHEREAS, on June 23, 2015 the Planning Commission conducted a properly noticed public hearing, reviewing the proposed amendments against the criteria found in OHMC 19.80; and

WHEREAS, at the conclusion on the hearing the Planning Commission recommended approval of the proposed amendments; and

WHEREAS, on August 5, 2015 the City Council conducted a properly noticed public meeting, for the purposes of reviewing and acting upon the Planning Commission’s recommendation; and

NOW, THEREFORE, the City Council of the City of Oak Harbor, Washington does hereby ordain as follows:

Section One. Oak Harbor Municipal Code Section 19.08.165, Child day care center, last adopted by §4 of Ordinance 1555 in 2009 is hereby amended to read as follows:

19.08.165 Child day care center.

“Child day care center” means ~~a facility providing regularly scheduled care for a group of children one month of age through 12 years of age for periods less than 24 hours; except, a program meeting the definition of a family child day care home shall not be licensed as a day care center without meeting the requirements of WAC 388-150-020(5)(a).~~ an agency that regularly provides early childhood education and early learning services for a group of children for periods of less than twenty-four hours. In this context, ‘agency’ shall be defined as found in RCW 43.215.010.

Section Two. Oak Harbor Municipal Code Section 19.08.305, Family, last adopted by §4 of Ordinance 1555 in 2009 is hereby amended to read as follows:

19.08.305 Family.

~~“Family” means one or more persons related by blood, marriage, adoption or a group of not more than five persons (excluding servants) not related by blood or marriage, living together as a single housekeeping unit in a dwelling unit. Not more than four adult persons, unless all are related by blood, marriage, or legal adoption, living together as a single housekeeping unit. A group of related persons living in a household shall be considered a single housekeeping unit. Provided: a group of more than four unrelated adult persons living together in a dwelling unit may also be included within the definition of “family” if they demonstrate to the Director that they operate in a manner that is functionally equivalent to a family.~~

~~(1) Factors that shall be considered by the Director include whether the group of more than four unrelated persons:~~

~~(a) Shares the entire dwelling unit or acts as separate roomers;~~

~~(b) Includes minor, dependent children regularly residing in the household;~~

~~(c) Can produce proof of sharing expenses for food, rent, or ownership costs, utilities, and other household expenses;~~

~~(d) Shares common ownership of furniture and appliances among the members of the household;~~

~~(e) Constitutes a permanent living arrangement, and is not a framework for transient living;~~

~~(f) Maintains a stable composition that does not change from year to year or within the year;~~

~~(g) Is not a society, fraternity, sorority, lodge, organization or other group of students or other individuals where the common living arrangement or basis for the establishment of the housekeeping unit is temporary; or~~

~~(h) Can demonstrate any other factors reasonably related to whether or not the group of persons is the functional equivalent of a family.~~

~~(2) The Director shall issue a written determination of whether a group of more than four unrelated adult persons are operating in a manner that is functionally equivalent to a family.~~

~~(3) For purposes of this definition and notwithstanding any other provision of this Code, children with familial status within the meaning of Title 42 United States Code, Section 3602(k) and persons with handicaps within the meaning of Title 42 United States Code, Section 3602(h) will not be counted as unrelated persons.~~

Section Three. Oak Harbor Municipal Code Section 19.08.360, Home, family child day care, last adopted by §4 of Ordinance 1555 in 2009 is hereby repealed.

Section Four. A new section of the Oak Harbor Municipal Code, Section 19.08.308, Family day care provider, is hereby adopted as follows:

19.08.308 Family day care provider

“Family day care provider” means a child care provider who regularly provides early childhood education and early learning services for not more than twelve children in the provider’s home in the family living quarters.

Section Five. A new section of the Oak Harbor Municipal Code, Section 19.04.050, Reasonable accommodation, is hereby adopted as follows:

19.04.050 Reasonable accommodation.

(1) Eligibility. Any person claiming to have a handicap or disability, within the meaning of the Fair Housing Amendments Act (FHAA), 42 U.S.C. 3602(h) or the Washington Law Against Discrimination (WLAD), Chapter 49.60 RCW, or someone acting on his or her behalf, who wishes to be excused from an otherwise applicable requirement of this development code pursuant to the requirement of the FHAA, or the WLAD, that reasonable accommodations be made in rules, policies, practices, or services when such accommodations may be necessary to afford persons with handicaps or disabilities equal opportunity to use and enjoy a dwelling, shall make such request for reasonable accommodation to the code official.

(2) Procedure.

(a) An applicant for reasonable accommodation must provide verifiable documentation of handicap or disability eligibility to the code official and describe the need for and proposed accommodation.

(b) The code official shall determine what adverse land use impacts, including cumulative impacts, if any, would result from granting the proposed accommodation. This determination shall take into account the size, shape and location of the dwelling unit and lot; the traffic and parking conditions on adjoining and neighboring streets; vehicle usage to be expected from the residents, staff and visitors; and any other circumstances determined to be relevant.

(c) The applicant’s need for accommodation shall be considered in light of the anticipated land use impacts, and conditions may be imposed in order to make the accommodation reasonable in light of those impacts.

(d) A grant of reasonable accommodation permits a dwelling to be inhabited only according to the terms and conditions of the applicant's proposal and the code official's decision. If it is determined that the accommodation has become unreasonable because circumstances have changed or adverse land use impacts have occurred that were not anticipated, the code official shall rescind or modify the decision to grant reasonable accommodation.

(e) The code official shall act promptly on the request for accommodation and shall not charge any fee for responding to a request for accommodation.

(f) Nothing herein shall prevent the code official from granting reasonable accommodation to the full extent required by federal or state law.

(g) The code official's decision shall constitute final action by the city on a request for accommodation, and review of the decision will be available only in superior court. Any appeal must be filed not more than 21 days after the issuance of the code official's decision.

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 five days after publishing.

PASSED by the City Council this 5th day of August 2015.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

Published: _____

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

Bill No. 7.C.
Date: August 5, 2015
Subject: Ordinance 1741 - Amending
OHMC Chapter 14.03 "Sewer
Connection".

FROM: Nikki Esparza - City Attorney

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adopt Ordinance 1741 amending OHMC Chapter 14.03, "Sewer Connection", to provide for City installation of grinder pumps within the right of way as a part of the public sewer system where such installation would serve public health, safety, and welfare.

BACKGROUND / SUMMARY INFORMATION

Currently there are homes served by septic systems in an area where a public low pressure sewer system exists. Such septic systems may affect the public health and welfare. At this time, only a limited number of homes in the area served by the low pressure system have connected to the City sewer and additional incentive is needed to encourage connection. The proposed code amendment would address areas that could potentially be served by a public low pressure sewer system and would allow the City to purchase, install and maintain grinder pumps in the right of way in cases where the Public Works Director finds that installation would be of benefit to public health and welfare. Expenditure of City funds would only occur when there is benefit to the system as a whole. Where installation of grinder pumps would only benefit the individual property owner, the cost would remain with the individual owner.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was discussed at the July 22, 2015 workshop.

ATTACHMENTS

1. [Ordinance 1741](#)

ORDINANCE NO. 1741

AN ORDINANCE OF THE CITY OF OAK HARBOR, WASHINGTON AMENDING OAK HARBOR MUNICIPAL CODE (OHMC) SECTIONS 14.03.020, 14.03.060, 14.03.061 AND 14.03.070 AUTHORIZING PUBLIC INSTALLATION AND MAINTENANCE OF SEWER UTILITY SYSTEMS AND EQUIPMENT TO PROTECT THE PUBLIC HEALTH AND WELFARE WHERE CONNECTION TO LOW PRESSURE GRINDER PUMP SEWER SYSTEMS IN SEPTIC SERVED AREAS IS NECESSARY

WHEREAS, there are private residences within the City currently served by septic systems and said systems affect the public health and welfare;

WHEREAS, current city code has created insufficient incentive to decommission such septic systems even where such systems are failing or do not function well;

WHEREAS, it is to the benefit of the public health and welfare to encourage connection to the City sewer;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR DO ORDAIN AS FOLLOWS:

Section 1. Oak Harbor Municipal Code Section 14.03.020 entitled “Mandatory Connections” last amended by Ordinance No. 1323 (2002) is hereby amended to read as follows:

14.03.020 Mandatory connections.

- (1) The owner of any real property within the city limits upon which there is any building or structure used for or capable of being used for human habitation shall connect the same to the OHSS if it is not already connected and the owner thereof shall keep and maintain such connection in good repair and order unless the property qualifies for exception under OHMC 14.03.060, or qualifies for assistance with connection and installation under OHMC 14.03.061.
- (2) No owner of real property in the city limits of the city of Oak Harbor shall allow any person to occupy any dwelling, factory, store, hotel or other building on such property in which the toilet facilities and other plumbing fixtures are not connected by adequate and suitable drains to the OHSS or to a lawful septic system when allowed under OHMC 14.03.060.
- (3) No more than one industrial, commercial, hotel, multifamily residential or school use lot or building may be connected to the OHSS by a private sewer unless authorized under subsection (5) of this section.
- (4) Single-family residences shall be connected to the OHSS by a separate private sewer.

- (5) Where authorized by the city engineer a lateral sewer may be used to collect sewage from one or more private sewers extending from one or more lots or buildings for connection to a public sewer main. Lateral sewers may be used where there is no foreseeable need for a public sewer main to be extended to serve future new sources. Lateral sewers shall be designed and built to public system standards. The property owners to be served by a lateral sewer shall contract to maintain the lateral to public system standards. Maintenance contracts for lateral sewers shall be approved by the city engineer prior to connection to a public sewer main. The supervisor may disconnect a system that is not constructed or maintained to public system standards.
- (6) It shall be the burden of anyone charged with an offense under this section to provide evidence that the property in question is exempted from sewer system hookup under OHMC 14.03.060.

Section 2. Oak Harbor Municipal Code Section 14.03.060 entitled “Sanitary sewer system connection – Exceptions – Septic Systems” last amended by Ordinance No. 1347 (2003) is hereby amended to read as follows:

14.03.060 Sanitary sewer system connection – Exceptions – Septic systems.

- (1) No property may be occupied in Oak Harbor until it is connected to the OHSS, unless it has a septic system in compliance with Island County health department standards and one of the following exceptions applies:
 - (a) The property is used for a single-family residence and the boundaries of the property on which the residence is located are more than 200 feet from the nearest public sewer main;
 - (b) The property is used as a single-family residence and is located in one of the following areas:
 - (i) The area of the city which is within city limits as of September 1, 1991, and which is zoned single-family residential and is bounded by 80th S.W. on the east, Oak Harbor Bay on the south, SR 20 on the west and Pioneer Way on the north; provided, that this exception to sewer connection shall expire 10 years from September 1, 1992;
 - (ii) In areas annexed into the city after September 1, 1991, those properties which are lawfully using septic systems for single-family residences on the date of annexation; provided, that this exception to sewer connection shall expire 10 years after annexation to the city of Oak Harbor;
 - (c) Those properties which are lawfully granted a septic system permit by the city prior to June 15, 1987, and then only until such time as a sewer line is brought within 200 feet of the property in question and only so long as they comply with

restrictions of the permit granted and county health regulations; provided, that this exception to sewer connection shall expire 10 years from September 1, 1992;

- (d) Properties with existing functioning septic systems which are annexed into the city after January 1, 2001, may continue to use such septic systems and shall not be required to hook up to the sewer system unless Island County health department has declared their system has failed and cannot be repaired or that the city council has declared the same to be a public nuisance. A “public nuisance” under this provision is a septic system which has failed or is discharging pollutants into the ground or surface waters.

All new plats created after the date of annexation shall have sewer service available to all lots.

- (2) (a) Except as provided in OHMC 14.03.061(3), it is the duty of the owner of a piece of property to provide and pay the cost of a sanitary sewer main designed extension to the boundary of property from the nearest connection point and on those properties adjacent to public streets the owner must provide sewer service the full length of the property adjacent to the street frontage connecting from the OHSS sewer line.
 - (b) Except as provided in OHMC 14.03.061(3), it is the duty of the owner of a piece of property served by a sewer lift station and force main to pay the cost of the gravity sewer fronting the property and to contribute a proportional share of the construction cost of the force main system, including lift station, pump, force main line and associate facilities.
- (3) A septic system developed after March 12, 2001, may be used in lieu of sewer connection for uses authorized in subsection (1) of this section, when and only for as long as the following conditions are met:
- (a) Island County health department standards for septic systems are complied with and the septic system is authorized by an Island County septic system permit;
 - (b) Industrial or commercial wastes are not disposed of in the septic system unless authorized by the state of Washington and Island County;
 - (c) Pollution of ground water has not occurred and will not occur from the septic system’s operation;
 - (d) For new septic systems after September 1, 1991, the proposed septic system location is more than 100 feet from any wetland, recharge area, shoreline, pond or lake.

Section 3. Oak Harbor Municipal Code Section 14.03.061 entitled “Mandatory connection by grinder pump – When required” last amended by Ordinance No. 1623 (2012) is hereby amended to read as follows

14.03.061 Mandated connection by grinder pump – When required.

- (1) Definitions. In addition to other definitions of this title, the following definitions shall apply to this section:
 - (a) “Gravity side sewer” means a side sewer where flow is caused by the force of gravity as opposed to being under pressure by a pump.
 - (b) “Grinder pump” means a mechanical device that shreds solids and conveys sewage along a sewer line in a low pressure system or raises sewage to a higher elevation to a public sewer above the grade of a particular structure. Grinder pumps are also commonly used in conjunction with gravity systems where a particular structure is located below the invert of a gravity collection pipe or there is insufficient vertical drop between the structure and the gravity pipe.
 - (c) Low Pressure Sewer System. Low pressure sewer systems, often referred to as “grinder pump systems,” use a macerating type pump to convey sewage through small diameter pipelines to a centralized location.
- (2) Connection by grinder pump to the city sewer system, whether to a public low pressure sewer system line or to a public gravity sewer line, shall not be mandated for an existing single-family residence until December 31, 2017; provided, that the following conditions are met:
 - (a) The residence is using an on-site septic system for waste disposal;
 - (b) The septic system was permitted for use by the Island County health department prior to December 31, 2007;
 - (c) The septic system is functioning, is in full compliance with Island County health department requirements, Washington state law and federal law and is not polluting adjacent properties or waters.
- (3) The city engineer may allow voluntary connections to the sewer system by grinder pump systems under standards, terms and conditions determined by the city engineer. Standards shall include types and uses of grinder pumps, maintenance and repair requirements, and designation of locations and ownership requirement. ~~If more than one connection is made by or through the same privately owned grinder pump station, a connection shall not be allowed unless there is a contract with a responsible party to maintain and operate the grinder pump station in accordance with public system standards.~~ Where such systems are found by the Public Works director to benefit the public health and welfare, grinder

pumps and related installations may be located in the public right of way. Connection to sewer may be allowed through a single privately owned private facility or grinder pump or via a grinder pump or other facility serving multiple residences. Where the public health, welfare and benefit would be served, and installation is feasible from a cost and engineering standpoint, the city may install the grinder pump and related installations at the City's cost and expense and the City may maintain such connection and grinder pump or other facility and installation at the City's expense. Where there is no special public benefit served by the installation, the costs of installation of the grinder pump and related installations and connections and the costs of their maintenance shall be the responsibility of the property owner. As used in this subsection the term "connection" or "connection to sewer" shall mean the physical connection of pipe to the City's sewer system and nothing contained herein shall waive the requirement for each customer to pay the rates, charges and connection fee established pursuant to OHMC Chapter 14.05.

- (4) The exception to connection listed under this section shall not apply to gravity side sewer connections to the POTW which shall continue to be regulated under OHMC 14.03.060 as now in effect or hereafter amended.

Section 4. Oak Harbor Municipal Code Section 14.03.070 entitled “Mandatory extension along the public way” last amended by Ordinance No. 1323 (2002) is hereby amended to read as follows

14.03.070 Mandatory extension along public way. Except as provided in Section 14.03.061(3) ~~B~~efore any connection can be made to the OHSS, the public sewer in the street fronting the lot must extend the full width of the tract, parcel or lot to be served. Such extension must directly connect to the OHSS and shall be constructed to allow for future extension.

Section 5. Severability. In the event any provision of this Ordinance, or any provision of Chapter 14.03 OHMC as herein amended is declared invalid or unlawful, the remainder of this Ordinance and all provisions of Chapter 14.03 OHMC shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall take effect immediately upon passage and publication of an approved summary thereof consisting of the title.

CITY OF OAK HARBOR

By: _____
Scott Dudley, Mayor

ATTEST/AUTHENTICATED:

By: _____
Anna Thompson, City Clerk

APPROVED AS TO FORM:

By: _____
Nikki Esparza, City Attorney

Date of Publication: _____

Effective Date: _____

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

Bill No. 9.A.
Date: August 5, 2015
Subject: Authorization to implement
Legislative Management
Software - Granicus

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Move to authorize staff to purchase and implement the Legislative Management Software package as proposed by Granicus in the amount of \$10,855.00 in upfront costs plus \$10,800.00 in subscription costs for year one.

BACKGROUND / SUMMARY INFORMATION

The City currently uses an in-house developed system along with multiple vendors to aid staff with the legislative management process. This process begins at the staff level with creating an agenda item to be presented at a public meeting. For each meeting there are a number of items that are then assembled into an agenda packet. The packet must be distributed to the City Council, staff, media outlets, and citizens via our website, emails, and some paper copies. The process continues at the actual public meeting itself which is typically made available by live stream, plus it is video recorded and indexed to be archived and accessible on our website/ Comcast Channel 10. The City has an overall desire to be transparent for our citizens and to conduct efficient meetings while also effectively managing our overall legislative process.

In order to achieve each of the goals described above, staff researched ways to save money and become more efficient, while adding additional features which have been lacking in our current operation, such as Boards and Commissions Management and seamless integration of legislative software across the board.

The current software relating to this process is somewhat adequate, but not very user friendly and has issues that have not been resolved by the company after multiple requests. Due to these reasons, staff believed that it was necessary to research alternative solutions.

A request for proposal was advertised in the Whidbey News Times and the Daily Journal of Commerce on March 28, 2015 and April 4, 2015. The purpose of the RFP was to find any and all vendors that could provide the City with a Citywide Legislative Management Solution (CLMS). Specifically requesting software as a service and cloud type solutions that would automate our legislative process from beginning to end for all of our public meetings. This also included the organization of our Boards,

Commissions, Committees, and Councils. There were multiple inquiries and the City received two (2) bids on April 15, 2015 from Granicus and Accele.

An evaluation committee made up of six (6) employees were tasked with evaluating the two proposals which were very lengthy and addressed the 163 questions the City asked of them. It was unanimously determined that Granicus was the most responsible bidder. The point evaluation has been included for your review in the attachments.

Staff then proceeded to contact twelve references, of which 3 did not respond and 4 had disengaged services with Granicus over issues relating to budget and one due to their inability to customize the software to meet the needs of their agency. The remaining five (5) references plus three (3) that had disengaged were positive and expressed that Granicus services and products met their needs .

Finally, a cost analysis was done to determine if the City could support switching to a comprehensive Citywide Legislative Management Solution such as what has been proposed by Granicus. The cost analysis has been included in the attachments for your review. The end result is that the City can support a switch to Granicus which will cost a total \$21,655 in Year 1. Non-recurring costs for equipment, setup, and training amount to \$10,855 for Year 1. Ongoing software subscription costs and support amount to \$10,800 for Year 1. The Granicus platform would then cost the City \$14,400/year thereafter.

As Council is aware, the City has recently been able cost savings in other areas which amount to approximately \$19,250 in 2015. It is this one time savings from which staff recommends taking the Year 1 non-recurring costs of \$10,855. In addition, elimination of quantifiable costs of \$10,188 which will be ongoing plus a conservative estimate of \$8400 in time savings are proposed to support the ongoing annual cost of the Granicus platform in the amount of \$14,400. Staff anticipates an on-going savings of at least \$3,588/ year. The purchase and implementation of the Granicus software system is supported due to the time saved in creating agenda items, agenda packets, distribution of meeting documents, as well as for ease of managing Boards and Commissions, adding citizen transparency, 24/7 system support, redundancy of system data in multiple locations (increased data security), unlimited data storage, plus the guaranteed 99.9% uptime of the system.

LEGAL AUTHORITY

N/A

FISCAL IMPACT

Funds Required: \$21,655.00

Appropriation Source:

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was reviewed at the City Council workshop on July 22, 2015.

ATTACHMENTS

1. [Granicus Cost Analysis](#)
2. [Granicus Review](#)
3. [Scoring Matrix Final Results](#)
4. [Sample Scoring Matrix](#)

City of Oak Harbor

Granicus Software Package Implementation Analysis

Funding - Cost savings in other areas:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Agendase Subscription Cancellation	\$ 1,788	\$ 1,788	\$ 1,788	\$ 1,788	\$ 1,788
Reduced Televideo Production Services	8,400	8,400	8,400	8,400	8,400
Estimated Time Savings for COH Employees (5 emp x 52 weeks x \$30 hr)	7,800	7,800	7,800	7,800	7,800
Elimination of subscription software - one time	9,750	-	-	-	-
Elimination of subscription software 2 - one time	9,500	-	-	-	-
Total Services Savings	37,238	17,988	17,988	17,988	17,988

Granicus Subscription Costs:

Government Transparency Suite	3,600	3,600	3,600	3,600	3,600
Meeting Efficiency Suite	3,600	3,600	3,600	3,600	3,600
VoteCast Standard Package (Tablet)	2,400	2,400	2,400	2,400	2,400
Boards and Commissions	3,600	3,600	3,600	3,600	3,600
Peak Agenda Package - 1st year no charge	-	4,800	4,800	4,800	4,800
Granicus Encoding Appliance Software	1,200	1,200	1,200	1,200	1,200
Sub-total: Subscription Costs	14,400	19,200	19,200	19,200	19,200
Multiple Product Discount (25%)	(3,600)	(4,800)	(4,800)	(4,800)	(4,800)
Net, Subscription Costs w/ Discounts	10,800	14,400	14,400	14,400	14,400

Other Upfront Granicus Costs:

Encoding Appliance Hardware Configuration - Gov Transparency Suite	875	-	-	-	-
Server Configuration - Meeting Efficiency Suite	1,650	-	-	-	-
Templates Configuration - Meeting Efficiency Suite	1,500	-	-	-	-
VoteCast Display Installation - Meeting Efficiency Suite	1,650	-	-	-	-
Training - Government Transparency Suite	-	-	-	-	-
Training and Workflow Analysis - Meeting Efficiency Suite	1,700	-	-	-	-
Granicus Encoder Hardware	2,625	-	-	-	-
VoteCast Display CPU	1,040	-	-	-	-
Sub-total: Other Upfront Costs	11,040	-	-	-	-
Shipping Cost Discount	(185)	-	-	-	-
Net, Other Upfront Costs w/ Discounts	10,855	-	-	-	-

Annual Total Services Savings less Total Costs: \$ 15,583 \$ 3,588 \$ 3,588 \$ 3,588 \$ 3,588

Granicus

A cloud-based platform dedicated to improving the flow of government through increased-

- Government Transparency
 - Live Streaming video
 - Archived, one stop shop for agendas, minutes, and archived videos
- Citizen Participation
 - Portals available and accessible online
 - Available on all types of devices (computer, tablet, and phone)
- Meeting Efficiency
 - Paperless agendas and materials on ipad through app
 - Automated voting and minutes
- Legislative Management
 - Automated agenda preparation

OVERVIEW

Fully hosted, cloud-based foundation for all Granicus Suites

- Cloud-based content delivery platform that expands as your needs grow
- Manage and store unlimited public meeting data
- Upload and publish content including documents, videos and more
- Create a paperless agenda environment with iLegislate® for the iPad

Staff

Granicus applications were created to help improve staff efficiency and effectiveness behind the scenes when preparing meeting agendas, minutes, and other meeting related documents.

The cloud structure will also allow iLegislate, the digital agenda iPad app, to be automatically updated with the latest meeting agendas, simplifying distribution and increasing efficiency.

Citizens

Then it helps create a powerful website experience for citizens through a web portal. We can easily publish video, audio, and documents on our website using the portal. Granicus hosts an unlimited amount of government meeting information for us.

We can improve our web presence by adding a centralized, up-to-date repository of public meeting information including meeting agendas, minutes and on-demand video. All information is available through a portal that matches the look and feel of our existing website. Citizens could easily subscribe to RSS feeds and receive notifications when new content is published online.

Government Transparency

Award-winning streaming solution for local, state, and federal agencies

Understand viewership with in-depth metrics and reporting

Check out the public engagement level, mobile usage, page visits, visitor location, originating links, and more, instantly on the video analytics page.

Save hours of time by importing agendas & indexing in real-time

Import agendas and index video live during the meeting. After the meeting, produce a public record with the agenda linked to the video.

Simplify media management through automation

Schedule events to broadcast live or record from any video source including cable, camera, VHS, or DVD. Archived files automatically transfer to internal and external distribution networks and are instantly published to the web with no additional steps.

Unlimited bandwidth, unlimited storage, and intelligent routing

Store files redundantly and intelligently route media to avoid network congestion. Our proven streaming solution ensures quality, speed and reliability. Get permanent storage, backups, systems monitoring, and dedicated support.

Unparalleled streaming performance and reliability

Reduce the burden on IT staff by leveraging a world-class hosted infrastructure and an on-site media server, backed by a comprehensive maintenance program.

Conveniently deliver media online and increase transparency

Review and annotate paperless meeting materials on the iPad

Staff and elected members can review agendas and supporting documents, as well as bookmark and take notes on items, through a native iPad application.

Ensure ADA compliance with a closed captioning integration

Easily stream meetings with scrolling closed captions. Also, quickly access and publish a full transcript and even search for any word spoken on video.

Proactively inform citizens with agenda and keyword subscriptions

Allow citizens to subscribe to your agenda or particular keyword searches to get real-time notifications when new content becomes available.

Maximize public access with a searchable integrated public record

Empower citizens to find what they need through a searchable public record on your website. All meeting audio, video, minutes, and agendas are tightly integrated together. Plus, citizens can subscribe to your agenda, or to a particular search, to get real-time notifications when new content is available.

Increase convenience with access any time, from anywhere

Citizens and staff can watch live streaming broadcasts or play archived videos through your website. Viewers can quickly jump to any topic through index points to review only the information that is important to them.

MEETING EFFICIENCY

Bring order and efficiency to the public meeting process

- Streamline meetings. Easily record roll call, motions and votes.
- Save time and ensure accuracy – capture meeting actions directly into the public record.
- Run more productive meetings with touch-screen voting displays for elected members.
- Easily publish minutes and supporting materials into a comprehensive public record.
- Help the audience follow fast-paced meetings with a public display.

The public meeting process is a cornerstone of democracy. Public policy takes shape based on important decisions, information, and government actions. It is critical that those actions and meeting outcomes are accurately recorded and made accessible to the public. However, creating meeting minutes generally require an extensive amount of time and effort.

The Meeting Efficiency Suite is an automated solution that streamlines the public meeting process and modernizes minutes creation. It helps clerk staff save countless hours in their post-meeting workflow and can provide elected officials with a more effective way to participate using touch-screen displays. This suite turns an otherwise lengthy process into a fast and accurate way to run public meetings and generate minutes.

Unlike any other solution, the Meeting Efficiency Suite combines action-style minutes with a digital recording of proceedings and publishes an integrated public record through your website, all while helping you save time and cut costs.

BENEFITS & FUNCTIONALITY

Modernize your minutes. Save time and effort.

Offer a complete, integrated public record and access to vote results.

Publish a searchable, integrated public record to your website that includes meeting video, agenda, minutes, and supporting documents all cross-linked. Help the public quickly discover the actions taken during meetings with VoteLog. Search legislation and retrieve details on a particular item: who motioned, seconded, the action take, vote result and how each member voted.

Finalize minutes quickly and easily—even in Microsoft Word™.

Complete your minutes in less time, from home or on the road. Whether you use the web solution or a more familiar Microsoft Word interface, you always have access to a complete video recording of the meeting to review.

Save time by capturing meeting actions and indexing video live.

Create draft minutes live during the meeting – record roll call, agenda items, speakers, motions, votes, and notes. Record the meeting video and create index points as you activate agenda items – all through a simple interface.

Reduce your minutes workload with meeting preparation tools.

Import agendas before the meeting and pre-load motions and meeting attendees. Integrate with third-party agenda systems or simply upload your existing agenda document from Microsoft Word™.

Add touch-screen and public displays for improved efficiencies and access.

Real-time meeting voting on the iPad*

iLegislate, our “Chief of Staff in an app”, which has brought meeting research, preparation, and collaboration to the fingertips of staff and elected officials, now functions as a real-time meeting voting tool. By integrating iLegislate with our VoteCast application, effortlessly capture votes and speaker requests live from the convenience of an iPad.

Give audiences real-time updates on meeting actions

Display live meeting actions including the current agenda item, vote results, and speakers over large monitors in the meeting chambers or at onsite televisions. Plus, stream the broadcast of the meeting live online at government websites.

Maintain order at meetings with modern touch-screen displays.

Give elected officials an easy-to-use touch-screen display with paperless access to the agenda and supporting materials. Members can cast votes and request to speak electronically. All actions recorded by elected members are captured directly into the public record in real-time, reducing the risk of inaccurately reporting policy actions and outcomes.

Boards and Commissions

Managing the entire citizen appointment process

Moving the board and commission application process online not only cleans up the clutter of paper, it automatically organizes all of the applications and makes them searchable and sortable. Boards & Commissions also provides numerous tools for all the phases of the citizen appointment process.

- 1. Public notice of vacancy**

With the Boards & Commissions application, all vacancies are displayed online. Promote the need to fill the open spot on your website and through social media with buttons and links to apply online.

- 2. Collection of applications**

Use Boards & Commissions to build applications for vacancies. Applicants can apply online to multiple boards at anytime. Customize email templates to notify applicants of process statuses.

- 3. Qualifying & balancing candidates**

While reviewing applications, check off important qualifiers such as residency or their oath of office. Search across all applications, filter by boards applied to, or demographics, such as ward, gender, ethnicity, or political leanings. View insightful graphs, searches, and filtering to quickly identify the best candidates.

- 4. Approving & appointing**

Quickly find candidates, print out packets and send them to the approving body. Import agenda items into our Legislative Management Suite. Appointing members automatically sends out pre-identified packets such as orientation manuals or welcome letters.

FEATURE LIST

Online forms to apply for boards and commissions
Public listing of board rosters, details and vacancies
Custom form builder for citizen applications
Board roster management dashboard & reporting
Embeddable buttons and widgets
Citizen application search and filter tools
Automated confirmation and notification emails with editable templates
Integrates seamlessly with Granicus' Legislative Management toolset

SCORING RESULTS

	<u>GRANICUS</u>	<u>ACCELA</u>
KELLYE MAZZOLI	533	492
ANNA THOMPSON	452	449
SANDRA PLACE	750	700
DOUG MERRIMAN	733	640
DEANNA EMERY	482	450
BRUCE ROBERTS	789	657
GRAND TOTAL	3739	3388

SCORING MATRIX

LOW 1-HIGH 10
LOW 10-HIGH 50

VENDOR NAME _____

EVALUATION MEMBER NAME _____

EVALUATION DATE _____

MANDATORY REQUIREMENTS

Cover sheet	N/A	1	2	3	4	5	6	7	8	9	10
Non Collusion Certificate	N/A	1	2	3	4	5	6	7	8	9	10
Scope of Services Questions and Answers	N/A	1	2	3	4	5	6	7	8	9	10
Pricing Schedule	N/A	1	2	3	4	5	6	7	8	9	10
Maintenance and Support	N/A	1	2	3	4	5	6	7	8	9	10

TECHNICAL CAPABILITY & SOLUTION APPROACH

Agenda management	N/A	10	20	30	40	50
Legislative management	N/A	10	20	30	40	50
Boards and commissions management	N/A	10	20	30	40	50
Security management	N/A	10	20	30	40	50
Storage management	N/A	10	20	30	40	50
Long range expansion and customization	N/A	10	20	30	40	50
Customer service support	N/A	10	20	30	40	50
End user friendly	N/A	10	20	30	40	50
Management user friendly	N/A	10	20	30	40	50
IT user friendly	N/A	10	20	30	40	50

SAMPLE

MANAGERIAL AND STAFF CAPABILITY

Ability, capacity and skill of the vendor to perform the contract or provide the services required	N/A	1	2	3	4	5	6	7	8	9	10
Character, integrity, reputation, judgment, experience and efficiency of the vendor-REFERENCES	N/A	1	2	3	4	5	6	7	8	9	10
Ability to perform contract within the time specified	N/A	1	2	3	4	5	6	7	8	9	10
Quality of performance of previous public and private contracts or services	N/A	1	2	3	4	5	6	7	8	9	10
Experience in government market	N/A	1	2	3	4	5	6	7	8	9	10

COST PROPOSAL-One vendor will receive a 50 for being lower price, the other 40 for second lowest. If vendor did not provide costs, N/A for them.

Software	N/A	40	50
Labor	N/A	40	50
Training	N/A	40	50
Hardware	N/A	40	50
Maintenance and Support	N/A	40	50

TOTAL POINTS POSSIBLE 850

TOTAL POINTS AWARDED _____

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

Bill No. 9.B.
Date: August 5, 2015
Subject: Post Office Oak Tree Ad Hoc
Committee - Recommendations
for use of the Post Office Garry
Oak Tree Wood

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approve the Post Office Garry Oak Tree Ad-Hoc Committee's recommendations that a portion of the wood from the Post Office Garry Oak tree be used to:

- 1) Direct the Arts Commission to develop and fund projects which include a timeline/ring count display and a giant acorn(s) display at the site of the former Post Office Oak Tree or at other sites as determined by the Arts Commission.
- 2) Direct that the design of the new Clean Water Facility include the creation and installation of items such as a live slab cut table, benches, doors, wall tables, podiums, wood paneling, counters, beams, railings, brochure holders, display cases and artistic chairs.
- 3) Authorize the expenditure of \$7,600.00 to purchase three (3) canopy structures which will be used to protect the Post Office Oak Tree wood from the elements until it is used to create art pieces, furniture or other items as approved by City Council.
- 4) Direct staff to present options at a future City Council workshop for the use of the portion of the Post Office Oak Tree wood that has been identified by the Ad-Hoc Committee as being suitable for smaller art projects which could include items such as plaques, clocks, picture frames, light fixtures, wood displays and silhouette of the Post Office Oak Tree, wood sculptures of wildlife and commemorative pens. The staff presentation should include options regarding the process to select the individuals that will create the small art pieces as well as options regarding how to fund the creation of the small art pieces.

BACKGROUND / SUMMARY INFORMATION

After the removal of the Post Office Oak Tree an Ad-Hoc Committee was formed to make recommendations regarding the use of the wood. The goals of the Ad-Hoc Committee were to

recommend the best methods of utilizing the wood for public use and display in a manner that will commemorate and honor the tree for current and future citizens of Oak Harbor.

The members of the Ad-Hoc Committee were:

Jeff Daugherty, Local Miller/Woodworker

Brandon Davis, Local Artist

Nora O'Connell Balda, Oak Harbor Arts Commission

Ana Schlecht, Oak Harbor Planning Commission

Hank Nydam, Parks Manager

Brad Gluth, City Engineering Division

The committee met three times. During the meetings the committee:

- Viewed the wood and learned about the unique grain, growth patterns, and shapes of the wood;
- Solicited ideas from the public for use of the wood. There were 38 submissions from the public;
- Considered locations for projects that are accessible to the public;
- Met with three members of the local woodworker's guild in one meeting and collected their input regarding Garry Oak wood traits, feasibility of projects, curing, costs, weatherability and other considerations;
- Discussed potential project sponsors and funding resources; and
- Ranked the suggested projects based on multiple criteria.

Based on their analysis of the information they received, the Ad-Hoc Committee is recommending:

- 1) A timeline/ring count display and giant acorn/acorns be placed at the Post Office or other sites as determined by the Arts Commission;
- 2) A live slab cut table, benches, doors, wall tables, podiums, wood paneling, counters, beams, railings, brochure holders, display cases and artistic chairs be created and placed at the new Clean Water Facility and that these projects be funded by and incorporated into the design of the facility; and
- 3) Other projects which could include plaques, clocks, picture frames, light fixtures, wood displays, silhouette of the Post Office Oak, wood sculptures of wildlife and commemorative pens.

In addition to the project recommendations from the Ad-Hoc Committee, staff is recommending that the City purchase three canopies to cover the wood and protect it from the elements until such time as it is needed for final approved projects. The cost of these three canopies is \$7,600.00.

LEGAL AUTHORITY

FISCAL IMPACT

The timeline/ring count display and the giant acorn/acorns display may be funded from the funding portion of the utility tax that has been designated for public art and the items that will be incorporated into the design of the new Clean Water Facility can be funded through the Clean Water Facility project.

A funding source for the other projects recommended by the Ad-Hoc Committee has not yet been identified. Staff will present some options for funding these projects at a future City Council workshop.

Funds to purchase the recommended canopies to protect the wood from the elements are not currently available in the Parks budget. It is recommended that the City Council authorize the expenditure of \$7,600.00 to purchase the canopies utilizing funds from the General Fund reserve.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

The Ad-Hoc Committee solicited ideas from the public for use of the wood in late 2014. They received a total of 38 submissions from the public.

The recommendations from the Ad-Hoc Committee were presented to the City Council at the January 28, 2015 workshop and to the Arts Commission at their June 8, 2015 meeting.

ATTACHMENTS

1. [Post Office Oak Tree Wood Use Summary Report](#)

POST OFFICE OAK TREE WOOD USE

January 28, 2015



INTRODUCTION

After the removal of the Post Office Oak Tree, an Ad-Hoc Committee was formed to recommend the use of the wood. The committee's goals were:

General Goal:

The Ad-Hoc Committee is a committee that is formed to recommend the best methods of utilizing the wood from the Post Office Oak Tree for public use and display.

Goals:

The City desires to utilize the wood from the Post Office Oak Tree in a manner that will commemorate and honor the tree for current and future citizens of Oak Harbor. The Ad-Hoc Committee is tasked with recommending the highest and best use of the wood.

The Ad-Hoc Committee Members were:

Name:

Hank Nydam
Brad Gluth
Jeff Daugherty
Nora O'Connell Balda
Brandon Davis
Ana Schlecht

Affiliation

City Parks Manager
City Engineering Division
Local Miller/Woodworker
Arts Commission
Local Artist
Planning Commission

COMMITTEE ACTIVITIES

The committee met three times. Activities during or resulting from these meetings included:

- Viewing the wood and learning about the unique grain, growth patterns, and shapes of the wood.
- Soliciting wood use ideas from the public.
- Included three members of a local woodworker's guild in one meeting and collected their inputs regarding Garry oak wood traits, feasibility of projects, curing, costs, weatherability, and other considerations.
- Consideration of locations accessible to the public.
- Discussion of potential project sponsors and funding resources.
- Ranking of recommended projects based on multiple criteria.

PROJECT RANKING

1. Rating/Approving Post Office Oak Wood Projects

A list of over 20 potential projects for the use of the wood was presented to the Ad-Hoc Committee for review and ranking. Review of the proposed projects included discussion of the limited quantity of large diameter and long pieces, the challenge of producing useable lumber for projects from short contorted branches, how to best represent the Post Office Oak tree, accessibility by the public, project funding, and maintenance/durability. Since the size of the tree was one of its distinguishing traits, the committee decided that projects representing its size are of significant priority. Another general trait of Garry oaks is the curved and contorted character of the branches. This too was considered in reviewing project ideas. Some of the proposed project ideas were eliminated. Each remaining idea was given a score of 1-4, with 4 being the highest score. The items considered are below:

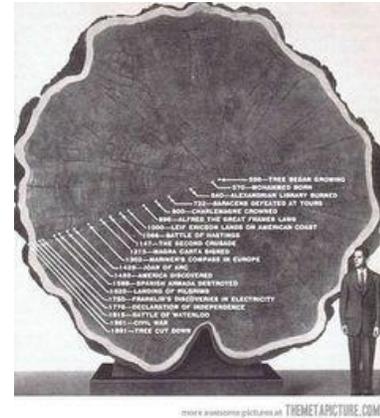
USE OF THE TWO LARGE TRUNKS

The removal of the tree produced two large pieces of trunk. These are about 6' in diameter which is much larger in diameter than any of the other pieces. These trunk sections better represent the size of the tree than any of the other pieces, and represent a significant quantity of available wood. The committee recommendation is that projects be made of these two pieces that represent the size of the tree through projects of large stature. The committee was also interested in not using all of the trunk wood in just a few projects. The committee felt that the 3 following projects best represent the individual tree and would relate to the community.

Cross Section of Trunk (Timeline/Ring Count Display): Rated 4

A large cross section of the main trunk would be cut and mounted vertically to display the diameter and ring count of the tree. Metal (likely brass or copper) callouts with notes would point to rings correlating to local, national and world wide events in

history. For example, local items might include: Founding of Oak Harbor, opening of Deception Pass Bridge, arrival of the Navy, etc. The committee recommends that this project be located in the vicinity of where the tree grew, and that the timeline be displayed in an attractive and creative fashion that protects it from weather.



Giant Acorn Sculpture: Rated 4

After cutting a cross section from one of the trunks, as discussed above, a giant acorn should be carved from the remainder of the trunk. The acorn would symbolize Oak Harbor and our oaks as well as provide a basis for individual contemplations (Acorns have been used throughout history for symbolism, including strength, perseverance, longevity, renewal, etc.) A giant acorn created from one piece of wood will fit with the committee’s recommendation of creating several projects that reflect the size and magnitude of the Post Office oak.

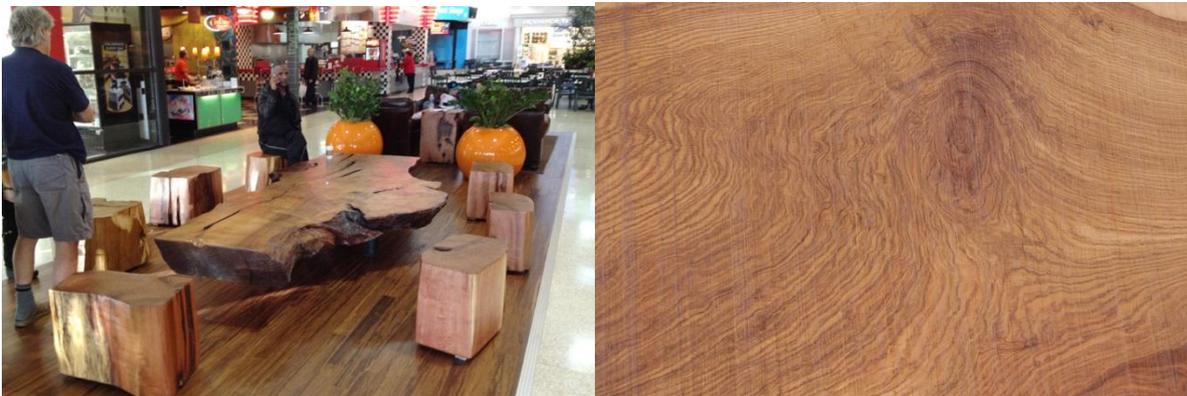
A recommendation for protection from the elements is to have the acorn cap constructed as a waterproof design of metal such as copper, bronze, or brass. Potential sites for the giant acorn would be the plaza area by the new waste water treatment plant or the Post Office planter location.



Live Edge Slab Cut Table: Rated 4

A large slab section of the tree would be cut down the length of the second trunk piece, maintaining the live edges of the tree. (The bark would be removed and the edges smoothed, but the natural contours of the edges would remain.) This massive slab would likely be between 6" and 12" thick and would be mounted as a table, probably at a lower height like a coffee table. As with the giant acorn and the ring count display, the slab table would show the enormity of the Post Office oak tree.

In addition to producing a unique table that is reminiscent of the tree, the use of the second trunk piece in this manner would leave the remainder of the trunk to be used for other projects, fitting with the committee's goal of optimizing the two trunk pieces. A potential site for the slab cut live edge table would be the new treatment plant interpretive entry/lobby area.



Trunk Use Summary

The two 6' diameter trunk pieces are recommended for use as three projects. One trunk would be made into a cross section (ring count timeline) and a giant acorn. The second trunk would have a slab cut along its length for use as a live edge table. The remainder of the wood (a significant quantity) from this second trunk would be available for use in other projects.

NOTE: The giant acorn, cross section and the live edge table were ranked the highest usage of the primary trunk wood.

USE IN NEW CLEAN WATER FACILITY

The City is in the process of designing a new clean water facility along Pioneer Way in the vicinity of Windjammer Park. The new facility will include an interpretive area in the entry area which will be accessible to the public and a meeting room that will be accessible to the public at times. The committee voted to recommend that much of the wood be used in the interior of these two rooms as furnishings and as nonstructural architectural components of the building.

In addition to public accessibility, the treatment plant has a budget that can incorporate oak wood into the design, the Architectural firm has experience incorporating specific local woods on other projects, and incorporating the wood into these rooms would place the wood indoors where it will be protected from degradation by the elements.

The treatment plant project management and design team would decide how to best incorporate the wood use into the waste water treatment plant. They would consider the building design and the recommended list of projects for feasibility and budget among other criteria.

The wood could be incorporated into the two rooms in many ways. The recommendations below do not address all design and cost considerations, but do represent the committee's prioritization of the wood use in the building.

Doors: Rated 4

The committee recommends that some interior doors of oak, possibly the doors to the meeting room, be incorporated within the new treatment plant facility. It was noted that people are in close proximity to a door as they move through a doorway placing them in a position to appreciate the unique qualities of Garry oak. (Wood use would likely be from secondary branches or remainder of trunk section.)



Podium: Rated 4

The Ad-Hoc committee recommends that a podium for the meeting room be constructed with a carving or etching of a Gary oak tree on it (preferably the Post Office oak tree).



Wall Tables: Rated 4

These tables would be placed against walls to be used for displays, information handouts, sign-in sheets, refreshment, and beverage placement. Similar to doors, wall tables would put the user in close proximity to the wood. In addition to use in the treatment plant, others could be made and used in other public facilities such as City Hall, Public Works, etc. (Wood use would likely be from secondary branches or remainder of trunk section.)



Wood Paneling: Rated 4:

Wood paneling such as wainscoting could be incorporated into the two rooms. This could be from the remainder of the trunk section that is left from the live edge slab table and/or some of the larger secondary branches.



Railings, Posts, Trim Wood: Rated 4

Window, door, and other trim as well as railings, posts etc, are recommended. Some of this wood could come from the secondary branches and smaller branches.



Display Cabinets, Counters, Wall Shelves: Rated 4

Interior furnishings and fixtures such as display cabinets, counters wall mounted shelves are recommended. These items have particular potential to use the natural curves and contours of some of the limbs of the tree. The use of some live edge along shelves and counters is recommended. Usage of secondary branches and smaller is anticipated.



Benches: Rated 4

A common suggestion from the community was benches. The Ad Hoc committee recommends that several benches be incorporated into the two publicly accessible rooms of the waste water treat plant.



Lights: Rated 3

Lights could be incorporated in an artistic way within the two rooms. A suggested example concept is a curved branch hanging from ceiling with multiple LED lights spaced along it. Smaller pieces of wood could be used.



GENERAL PROJECTS

These are projects that are recommended separate from those listed above. Some of them are the same as some recommended for incorporation into the treatment plant, but are intended to be placed elsewhere in the community.

Podiums: Rated 4

The Ad-Hoc committee recommends that a podium for the City Hall Council Chambers be constructed with a carving or etching of a Gary oak tree on it (preferably the Post Office oak tree).

Special Art Piece made from Unique Branch Grouping: Rated 4

During removal of the tree, one very unique cluster of branches was left attached in one piece. Many people have noticed its natural beauty. The Ad-Hoc committee recommends that this piece not be cut for project, but be preserved in the form it is and made into some form of public art. Potential sites – new treatment plant, if there is a use or location for it there, Post Office planter area, or somewhere else within the City.



Benches: Rated 4

Benches are considered to be very achievable projects. The committee likes the idea of benches, but stresses that it is important to have the benches placed indoors or under the overhang of a building. However, if there is a good location for a bench out in the open, it would still be considered with the recognition that maintenance will significantly increase. It was also mentioned that benches could potentially be a fund raiser or be made available for sponsorship within the Gift Catalog. Potential sites mentioned were the new treatment plant, the Post Office planter location, site on Pioneer/old town.

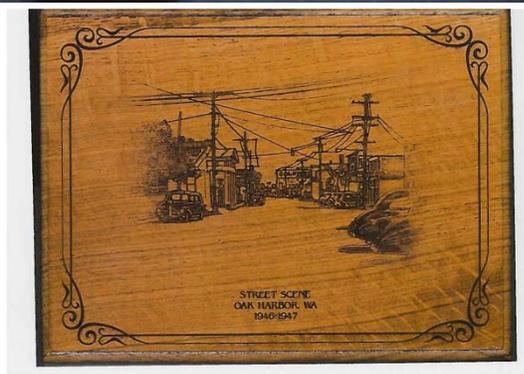


Grouping of Acorns Rated 4

The committee also recommends that consideration be given to having a grouping of 2-3 acorns, potentially of various sizes. One of which one could be the giant acorn discussed above. Potential sites for the giant acorn/acorns would be the plaza area by the new treatment plant or the Post Office planter location. The smaller acorns would be constructed from some of the shorter secondary branch pieces.

Clocks, Plaques, Frames, Writing Pens: Rated 4

For usage of smaller pieces of wood and burls. Potential sites – City Hall, Senior Center, new treatment plant, Oak Harbor schools, Chamber of Commerce and the Library.



Lights: Rated 3

Lights could be in the form of table lamps or used in an artistic way within a building structure. Smaller pieces of wood could be used. Potential sites – new treatment plant, City Hall, Senior Center

Artistic Chair: Rated 3

This would be a chair designed and constructed by a woodworker to highlight the beauty of Garry oak wood. Potential sites – new treatment plant, Senior Center or City Hall.



Wood Sculptures: Rated 2

For usage of wood left over from other projects. The wood sculptures could be made from wood that is laminated together, as needed. Carvings of local wildlife such as chipmunks, raccoons and deer could be randomly placed within planters around the new treatment plant.



Sculpture, Cut Out of Post Office Oak Tree: Rated 2

A sculpture of the Post Office oak tree would be cut out of a flat piece of wood to look like a portrait. Potential sites – City Hall, Senior Center, Clean Water facility, Library, School.



2. Discussion on Milling Wood Prior to Any Project Being Started for Drying Purposes

The committee considered the potential value of having the wood milled and stacked for curing prior to any project being started. This was recommended against, as milling it before a project is decided upon will reduce the project options.

3. Consider/Recommend to City Council that they Purchase Carports to Protect Wood

The committee recommends that the City Council purchase portable metal carports to cover the wood until it is ready to be milled. It is likely to be several years until all of the wood is utilized, and covering the wood will greatly reduce the potential for decay. The carports would also be used in air curing the wood after milling, and could be used for storing Public Works equipment once they are no longer needed for covering the wood. Three carports are recommended at a price range of about \$3000 each (installed) depending upon size.



4. Locations For Project Placement

As part of the goal for the wood use is to have the products made from the tree accessible to the public, and outdoor projects will be subject to decay, the committee recommends that most projects be placed in publicly accessible buildings. The top four locations recommended in order of ranking are: New waste water treatment plant, City Hall, each of Oak Harbor’s public schools (at least one product each), and the public library. Other recommended locations are the senior center, chamber of commerce, and the post office. Many of these items could be in the form of benches, clocks, plaques, wall tables, or other products made from the many smaller pieces of wood.

5. Funding

At this point in time, no projects are funded other than the waste water treatment plant.