

City of Oak Harbor

Council Meeting Agenda for November 20, 2012 6:00 p.m.



Oak Harbor City Council
REGULAR MEETING
6:00 p.m.
Tuesday, November 20, 2012

*As a courtesy to Council and the audience, **PLEASE TURN YOUR CELL PHONES OFF** before the meeting begins. During the meeting's Public Comments section, Council will listen to your input regarding subjects of concern or interest that are not on the agenda. For scheduled public hearings, please sign your name to the sign-up sheet, located in the Council Chambers if you wish to speak. The Council will take all information under advisement, but generally will not take any action during the meeting. To ensure your comments are recorded properly, state your name and address clearly into the microphone. Please limit your comments to three minutes in order that other citizens have sufficient time to speak. **Thank you for participating in your City Government!***

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

MINUTES of the Regular City Council meeting held November 7, 2012 will be presented at the December 4, 2012 meeting.

PROCLAMATIONS

November as Pancreatic Cancer Month

PRESENTATIONS OF OTHER NON-ACTION COUNCIL ITEMS

Presentation by the Chamber of Commerce

CITIZEN COMMENTS PERIOD

CONSENT AGENDA

- AB 1. Page 11** a. Approval of Accounts Payable Vouchers # 152000 in the amount of \$ 49,168.85 and # 152001 - # 152154 in the amount of \$491,218.42
- Page 31** b. Appointment of Daisy Sapida to a three-year term on the Park Board
- Page 33** c. Appointment of Mike Wright to a three-year term on the Park Board
- Page 35** d. Appointment of Georgette Anglum to fill unexpired term Youth Commission
- Page 37** e. Appointment of Raenette Wood to the OH Youth Commission
- Page 39** f. Appointment of Andrea Thomas to the OH Youth Commission
- Page 41** g. Resolution No. 12-31 replacing duplicate Resolution 12-10
- Page 45** h. Excused Absence for Bob Severns November 20th
- Page 47** i. Set a public hearing to consider Ordinance 1648 REET I
- Page 51** j. Set a public hearing to consider Ordinance 1649 REET II
- Page 55** k. Approval of 9/14/12 Payroll checks # 95822 – # 95836 in the amount of \$385,610.01
- l. Approval of 9/19/12 Payroll check # 95837 in the amount of \$4,420.00
- m. Approval of 9/28/12 Payroll checks # 95838 – # 95867 in the amount of \$571,677.24
- n. Approval of 9/28/12 Payroll check # 95868 - #95889 in the amount of \$93,486.74

CONSENT AGENDA Cont'd.

- o. Approval of 10/15/12 Payroll checks # 95890 - # 95902 in the amount of \$378,678.64
- p. Approval of 10/31/12 Payroll checks # 95903 - # 95935 in the amount of \$572,806.78
- q. Approval of 10/31/12 Payroll checks # 95936 – # 95955 in the amount of \$43,572.22.

HEARINGS AND ORDINANCES/RESOLUTIONS

- Page 63** **AB 2. Public Hearing Shoreline Master Program continued from November 7, 2012 meeting and adoption of Ordinance 1639.**
<http://www.oakharbor.org/uploads/documents/1588smppacket.pdf>
- Page 69** **AB 3. Public Hearing 2013 – 2014 Biennial Budget** - first reading of Ordinance 1645 to adopt 2013 – 2014 Biennial Budget
- Page 71** **AB 4. Resolution 12-27 Interim Out-of-Class Assignments**
- Page 75** **AB 5. Resolution 12-33 Complete Facilities Plan for Windjammer Vicinity as defined in Resolution 12-17 OR Resolution 12-34 – Expand Windjammer Vicinity to include adjacent property and complete Facilities Plan.**
[WWTP Field Study Results](#)
- Page 159** **AB 6. Resolution No. 12-32 AWC Legislative Priorities**

OTHER BUSINESS

- Page 163** **AB 7. Interlocal Agreement – Island County Housing Authority, Oak Harbor, Coupeville, and Langley - Affordable Housing.**
- Page 177** **AB 8. Extension of Public Defense Services Agreements** Public Defense Administrator Jack Kerr; Present agreements expire December 31, 2012
- Page 181** **AB 9. EMS Agreement with Whidbey General Hospital**

FUTURE CITY COUNCIL PENDING ITEMS (included in packet)

CITY ADMINISTRATOR COMMENTS

COUNCILMEMBER'S COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION - Pursuant to RCW 42.30.110(1)(i)): Labor Negotiations

ADJOURNMENT

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

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR



PROCLAMATION IN RECOGNITION OF

PANCREATIC CANCER AWARENESS MONTH NOVEMBER 2012

WHEREAS, in 2012 alone, an estimated 43,920 people will be diagnosed with pancreatic cancer and it will claim the lives of over 37,390 in the United States alone; and

WHEREAS, pancreatic cancer is the fourth leading cause of cancer death in the country; and,

WHEREAS, when symptoms of pancreatic cancer present themselves, it is usually too late for an optimistic prognosis and most patients will lose their battle with the disease within 5 years; and,

WHEREAS, there is no known cure for pancreatic cancer and no significant improvements in survival rates in the last 40 years; and

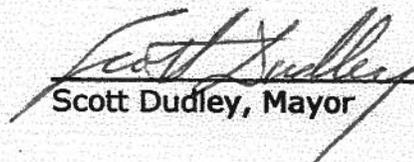
WHEREAS, the Pancreatic Cancer Action Network is the first and only nationwide patient advocacy organization to focus efforts on research funding, patient services, public awareness and education for this deadly disease; and

WHEREAS, the Pancreatic Cancer Action Network and its affiliates support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease and are committed to nothing less than a cure; and,

WHEREAS, the good health and well-being of the residents of Oak Harbor are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes and effective treatments.

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **November as Pancreatic Cancer Awareness Month**.

Signed this 20th day of November, 2012



Scott Dudley, Mayor



City of Oak Harbor

Office of the Mayor
SCOTT DUDLEY
Mayor

PROCLAMATION IN RECOGNITION OF

PANCREATIC CANCER AWARENESS MONTH NOVEMBER 2011

Whereas, in 2011 alone, an estimated 43,920 people will be diagnosed with pancreatic cancer and it will claim the lives of over 37,580 in the United States alone, and

Whereas, pancreatic cancer is the fourth leading cause of cancer death in the country, and

Whereas, when symptoms of pancreatic cancer present themselves, it is usually too late for an optimal prognosis and most patients will lose their battle with the disease within 5 years, and

Whereas, there is no known cure for pancreatic cancer or a significant improvement in survival rates in the last 40 years, and

Whereas, the Pancreatic Cancer Action Network is the first and only nationwide patient advocacy organization to focus efforts on research funding, patient services, public awareness and education for the deadly disease, and

Whereas, the Pancreatic Cancer Action Network and its affiliates support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease and are committed to nothing less than a cure, and

Whereas, the good health and well-being of the residents of Oak Harbor are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes and effective treatments,

Now, Therefore, I, Scott Dudley, Mayor, and Councilmember of the City of Oak Harbor do hereby proclaim November as Pancreatic Cancer Awareness Month.

Signed this 30th day of November, 2011.



Scott Dudley, Mayor

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

Bill No. _____

Date: _____

Subject: PUBLIC COMMENTS

FROM: Scott Dudley, Mayor *SD*

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

LC Larry Cort, Interim City Administrator

DM Doug Merriman, Finance Director

GW Grant Weed, Interim City Attorney

SUMMARY STATEMENT

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



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

Bill No.

CA-AB1a

Date:

Subject:

Approval of Accounts Payable
Vouchers

FROM: Doug Merriman, Finance Director *[Signature]*

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

[Signature] Scott Dudley, Mayor
[Signature] Larry Cort, Interim City Administrator
[Signature] Grant Weed, Interim City Attorney

SUMMARY

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

AUTHORITY

Oak Harbor Municipal Code Chapter 3.72.

RECOMMENDED ACTION

Approve accounts payable vouchers.

vchlist
11/05/2012 9:49:12AM

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152000	10/31/2012	0000960	REVENUE, WASHINGTON STATE DEPT 101512		SEP 2012/SALES/USE TAX	49,168.85
					Total :	49,168.85
					Bank total :	49,168.85
					Total vouchers :	49,168.85

1 Vouchers for bank code : bank
1 Vouchers in this report

Vchlslst
11/15/2012 10:59:06AM

Voucher List
City of Oak Harbor

Page: 1

Bank code :	bank								
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
152001	11/8/2012	0005444 SIERRA, GEORGINA D	102012		OCT 2012/PUBLIC DEFENSE	2,500.00			
					Total :	2,500.00			
152002	11/9/2012	0000066 AWC EMPLOYEES BENEFITS TRUST	110912		PREMIUMS	44.64			
					Total :	44.64			
152003	11/9/2012	0000860 STANDARD INSURANCE COMPANY	103112		LONG TERM DISABILITY	4,053.59			
					Total :	4,053.59			
152004	11/15/2012	0000001 3M	TP70389 TP70390		CUTTABLE FILM PRISMATIC SHEETING	290.23 1,027.22			
					Total :	1,317.45			
152005	11/15/2012	0006845 48 NORTH	32113		ADVERTISING	328.00			
					Total :	328.00			
152006	11/15/2012	0006157 AHBL, INC	87305		PROF SVC/OAK HARBOR SMP	2,295.15			
					Total :	2,295.15			
152007	11/15/2012	0006846 AKAHOSHI, KAREN	1		TRAVEL REFUND	18.00			
					Total :	18.00			
152008	11/15/2012	0000028 ALL ISLAND LOCK & KEY	21393 21419		KEYS KEYS	3.65 18.06			
					Total :	21.71			
152009	11/15/2012	0001609 ALL QUALITY STITCHES	119		JACKETS/UNIFORM ITEMS	557.03			
					Total :	557.03			
152010	11/15/2012	0000042 ANACORTES, CITY OF	900-9080-00 901-9080-01 901-9080-02		OCT 2012WATER PURCHASED OCT 2012WATER PURCHASED OCT 2012WATER PURCHASED	76,496.58 748.61 11,401.70			
					Total :	88,646.89			
152011	11/15/2012	0002044 ANACORTES.NET/HOW IT WORKS	31410 31477 31606		OCT 2012WEB HOSTING OCT 2012WEB HOSTING NOV 2012WEB HOSTING	75.00 15.95 75.00			

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152011	11/15/2012	0002044 ANACORTES,NET/HOW IT WORKS	(Continued) 41087		VIDEO SYSTEM	2,990.00
					Total :	3,155.95
152012	11/15/2012	0005001 ARAMARK	516793000		OCT 2012UNIFORM SERVICES	989.16
					Total :	989.16
152013	11/15/2012	0004019 ASSOCIATED PETROLEUM PRODUCTS	0360597-IN 0360859-IN 0362831-IN		SDHC CARD FUEL FUEL	4,276.88 202.81 28,313.48
					Total :	32,793.17
152014	11/15/2012	0004733 BARRON HEATING & AIR COND, INC	129472		UNIT REPLACEMENT	13,771.20
					Total :	13,771.20
152015	11/15/2012	0000083 BAZA, ALVIN	110912		WELLNESS INCENTIVE	20.00
					Total :	20.00
152016	11/15/2012	0000103 BLADE CHEVROLET, INC	132645		SWITCH KIT	24.21
					Total :	24.21
152017	11/15/2012	0000109 BLUMENTHAL UNIFORMS	962264 964225		PANTS/MERRILL PANTS/MCCALMONT	291.08 120.60
					Total :	411.68
152018	11/15/2012	0003097 BOYER, TALLIE	110912		WELLNESS INCENTIVE	20.00
					Total :	20.00
152019	11/15/2012	0004642 BRAINARD, JENNIFER	13		MUNICIPAL COURT PRO TEM	283.42
					Total :	283.42
152020	11/15/2012	0001074 BRAUNSTEIN, BRIAN	110912		WELLNESS INCENTIVE	20.00
					Total :	20.00
152021	11/15/2012	0006939 CANDLEWOOD SUITES	1288 1291		HOTEL ACCOMMODATIONS/HEUSL HOTEL ACCOMMODATIONS/HEUSL	1,654.62 359.70
					Total :	2,014.32

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152022	11/15/2012	0000150 CASCADE NATURAL GAS	08793000004 18583000007 36624000000 58793000009 80434000008 82193000005 90134000000		NATURAL GAS/POLICE STATION NATURAL GAS/TREATMENT PLANT NATURAL GAS/FIRE STATION NATURAL GAS/CITY HALL NATURAL GAS/CITY SHOP NATURAL GAS/ANNEX NATURAL GAS/ADULT CARE CENTI	99.69 10.00 237.43 238.23 382.37 48.44 29.22 1,045.38
152023	11/15/2012	0005889 CASCADE RECREATION, INC	5516		WASTE BAGS	250.74 Total : 250.74
152024	11/15/2012	0000160 CENTRAL WELDING SUPPLY	RN10120990		CENTRASHIELD	12.17 Total : 12.17
152025	11/15/2012	0000188 CODE PUBLISHING COMPANY	41985		MUNICIPAL CODE UPDATES	242.54 Total : 242.54
152026	11/15/2012	0000197 CONCRETE NORWEST	840026 840027 840676 840705 841185 842682 842683		CRUSHED ROCK CRUSHED ROCK CRUSHED ROCK CY 0155A CY 0160A CY 0155A CY 01550	27.72 589.69 505.45 92.54 720.47 140.64 444.04 Total : 2,520.55
152027	11/15/2012	0003065 COVENANT JANITORIAL	1335736		OCT 2012/JANITORIAL SERVICES	3,465.40 Total : 3,465.40
152028	11/15/2012	0000220 CUMMINS NORTHWEST, INC	001-33083 005-83911		PUMPS QUICKSERVE ONLINE FLEET	-239.14 327.19 Total : 88.05
152029	11/15/2012	0002008 DATA BUSINESS SYSTEMS, INC	91503		W2S	63.79 Total : 63.79
152030	11/15/2012	0000266 DAY WIRELESS SYSTEMS	156118		BATTERY PACK	125.22

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152038	11/15/2012	0006276 EXPRESS SERVICES, INC	(Continued) 11685533-9		OFFICE SUPPORT	1,455.60
					Total :	4,516.14
152039	11/15/2012	0005086 EZINE INDUSTRIES, INC	819275		OCT 2012/COMMUNITY ALERT	9.75
					Total :	9.75
152040	11/15/2012	0002900 FASTENAL	WAOAK12837 WAOAK12873 WAOAK12875 WAOAK12876		CB3/8-16X8 GALV KEG HCS7/8-9X2-1/4 Z 5 CABLE TIES SDS 5/16"X6" OAL/BIT	9.08 9.11 21.60 16.61
					Total :	56.40
152041	11/15/2012	0000309 FERGUSON, LARRY	110912		WELLNESS INCENTIVE	20.00
					Total :	20.00
152042	11/15/2012	0000956 FINANCE OFFICERS, WASHINGTON AS	11497		REGISTRATION/MERRIMAN	125.00
					Total :	125.00
152043	11/15/2012	0000355 FRONTIER	007-9244 240-0614 240-2350 279-1060 675-1568 675-1572 675-1669 675-2111 675-3121 675-5190 675-6794 675-6858 679-0500 679-1640 679-1651 679-1789 679-2530 679-2628		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	282.32 91.07 1,136.33 59.11 202.62 58.56 58.94 58.99 53.23 40.84 54.29 53.23 58.20 53.40 58.56 53.40 58.94 318.32

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152043	11/15/2012	0000355 FRONTIER	(Continued)			
			679-3013		CURRENT PHONE CHARGES	53.23
			679-3321		CURRENT PHONE CHARGES	44.90
			679-3902		CURRENT PHONE CHARGES	58.40
			679-4150		CURRENT PHONE CHARGES	54.79
			679-4541		CURRENT PHONE CHARGES	106.84
			679-6391		CURRENT PHONE CHARGES	44.90
			679-8477		CURRENT PHONE CHARGES	74.71
			679-8702		CURRENT PHONE CHARGES	60.31
			770-2694		CURRENT PHONE CHARGES	40.11
			770-2715		CURRENT PHONE CHARGES	31.50
					Total :	3,320.04
152044	11/15/2012	0000326 FRONTIER BUILDING SUPPLY	70741		CEILING TILE	103.43
			71062		TREATED	29.43
					Total :	132.86
152045	11/15/2012	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	872.00
					Total :	872.00
152046	11/15/2012	0000340 GIFFORD, KATHY	110912		WELLNESS INCENTIVE	20.00
					Total :	20.00
152047	11/15/2012	0006937 GRAHAM COMBAT TRAINING	103112		REGISTRATION/HOAGLAND	550.00
					Total :	550.00
152048	11/15/2012	0000349 GRAINGER	9964451885		V BELT	30.87
					Total :	30.87
152049	11/15/2012	0000999 GRCC/MWV	122774		REGISTRATION/JUPIN	179.00
					Total :	179.00
152050	11/15/2012	0000345 GREATER OAK HBR CHAMBER OF COM	030124		OCT 2012/TOURIST PROMOTION	6,667.00
					Total :	6,667.00
152051	11/15/2012	0004974 GREEN LIGHT SOLUTIONS	8198		MAINTENANCE & INSPECTIONS	940.00
					Total :	940.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152052	11/15/2012	0002747 GUARDIAN SECURITY	1418636		ALARM INSPECTION/TESTING	550.00
			1418637		ALARM TESTING	550.00
			1418638		ALARM TESTING	220.00
			1418639		ALARM TESTING	110.00
			1418640		ALARM TESTING	220.00
			1418641		ALARM TESTING	110.00
			1418642		ALARM TESTING	330.00
			1418643		ALARM TESTING	110.00
			1418644		ALARM TESTING	220.00
			1418645		ALARM TESTING	220.00
					Total :	2,640.00
152053	11/15/2012	0006590 HAEFFNER, OTTO	110912		WELLNESS INCENTIVE	20.00
					Total :	20.00
152054	11/15/2012	0000378 HAWKINS, WILLIAM H	12		MUNICIPAL COURT PRO TEM	566.84
			15		MUNICIPAL COURT PRO TEM	566.84
					Total :	1,133.68
152055	11/15/2012	0000323 HD FOWLER COMPANY	13253256		GASKETS/NIPPLES	213.44
					Total :	213.44
152056	11/15/2012	0000694 HD SUPPLY WATERWORKS	5589813		WASHERS/SEALS	40.85
			5606633		SCREW PLUGS	69.78
					Total :	110.63
152057	11/15/2012	0006520 HOPKINS, CAMERON	110912		WELLNESS INCENTIVE	20.00
					Total :	20.00
152058	11/15/2012	0000392 HUBBARD, SCOTT	110912		WELLNESS INCENTIVE	20.00
					Total :	20.00
152059	11/15/2012	0000394 HUMAN RESOURCE SERVICES	102412		NOV 2012/UNEMPLOYMENT SERVI	110.00
					Total :	110.00
152060	11/15/2012	0005872 IMPAIRED DRIVING IMPACT PANEL	110112		DUI/UNDERAGE DRINKING PREVEI	200.00
					Total :	200.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152061	11/15/2012	0000417 INDUSTRIAL BOLT & SUPPLY	521188-1 522275-1		HOSE STOPPER INSERTS/ELBOWS/ADAPTERS/WA	-42.81 100.58
					Total :	57.77
152062	11/15/2012	0001756 INTERNATIONAL MUNICIPAL SIGNAL	110912		MEMBERSHIP DUES	350.00
					Total :	350.00
152063	11/15/2012	0000401 ISLAND COUNTY AUDITOR	0047805		RECORDING FEES	130.00
					Total :	130.00
152064	11/15/2012	0005884 ISLAND COUNTY HUMAN SERVICES	3RD QTR 12		3RD QTR 2012/EXCISE/PROFIT LIQ	1,544.63
					Total :	1,544.63
152065	11/15/2012	0000410 ISLAND COUNTY SOLID WASTE	103112		OCT 2012/TIPPING FEES	69,628.11
					Total :	69,628.11
152066	11/15/2012	0000411 ISLAND COUNTY TREASURER	110112		CRIME VICTIM COMPENSATION	197.77
					Total :	197.77
152067	11/15/2012	0000415 ISLAND DISPOSAL	110112 110512		OCT 2012/RECYCLING OCT 2012/COLLECTION CHARGES	4,596.75 11,354.14
					Total :	15,950.89
152068	11/15/2012	0000441 ISLAND SYSTEMS	161704 162039		WATER/MARINA WATER/MARINA	5.90 11.80
					Total :	17.70
152069	11/15/2012	0006940 JOBTARGET, LLC	R4842450		JOB POSTING	225.00
					Total :	225.00
152070	11/15/2012	0000476 KERR, JACK	10-12		OCT 2012/PUBLIC DEFENSE SCRE	1,400.00
					Total :	1,400.00
152071	11/15/2012	0001475 KOCH, MARGARET	1		TRAVEL REFUND	10.00
					Total :	10.00
152072	11/15/2012	0000494 LAKESIDE INDUSTRIES	5101393MB		ASPHALT	317.84

vchlist
11/15/2012 10:59:06AM

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152072	11/15/2012	0000494 LAKE SIDE INDUSTRIES	(Continued)			317.84
152073	11/15/2012	0000889 LANGUAGE EXCHANGE	14		MUNICIPAL COURT INTERPRETER	224.00
					Total :	224.00
152074	11/15/2012	0006844 LAWLER, CHERYL			EXP REIMB	79.00
					Total :	79.00
152075	11/15/2012	0006604 LEADSONLINE, LLC			SERVICE RENEWAL	1,988.00
					Total :	1,988.00
152076	11/15/2012	0001662 LEDGERWOOD, MARIANNE	110912		WELLNESS INCENTIVE	20.00
					Total :	20.00
152077	11/15/2012	0004502 LEXISNEXIS RISK DATA MANAGE	1404645-20121031		OCT 2012MINIMUM COMMITMENT	54.35
					Total :	54.35
152078	11/15/2012	0000522 LUEHR, TOM			DRIVING SERVICES	102.00
					DRIVING SERVICES	81.00
					DRIVING SERVICES	96.00
					Total :	279.00
152079	11/15/2012	0000530 MAILLIARD'S LANDING NURSERY			YARD WASTE	134.40
					YARD WASTE	151.55
					YARD WASTE	109.55
					YARD WASTE	49.00
					YARD WASTE	64.40
					YARD WASTE	137.20
					YARD WASTE	91.70
					YARD WASTE	61.60
					YARD WASTE	42.00
					YARD WASTE	50.75
					YARD WASTE	74.55
					YARD WASTE	86.80
					YARD WASTE	72.80
					YARD WASTE	64.40
					YARD WASTE	67.90
					YARD WASTE	62.30

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152079	11/15/2012	0000530 MAILLIARD'S LANDING NURSERY	(Continued) 65512 65513 65533		YARD WASTE YARD WASTE YARD WASTE	80.85 49.70 58.80
			Total :			1,510.25
152080	11/15/2012	0000660 MARKET PLACE FOOD & DRUG	161239 764346		GROCERIES GROCERIES	7.34 276.47
			Total :			283.81
152081	11/15/2012	0006072 MASTERS TOUCH, LLC	P27057 P27058		OCT 2012/POSTAGE FOR LATE NO OCT 2012/POSTAGE FOR STATEME	415.44 2,608.67
			Total :			3,024.11
152082	11/15/2012	0006072 MASTER'S TOUCH, LLC	27057 27058		OCT 2012/MAILING SERVICES FOR OCT 2012/MAILING SERVICES FOR	263.27 866.67
			Total :			1,129.94
152083	11/15/2012	0000040 MATRIX	608014269		LONG DISTANCE	486.08
			Total :			486.08
152084	11/15/2012	0000547 MAY, BARBARA	EXP REIMB		EXP REIMB	97.50
			Total :			97.50
152085	11/15/2012	0006028 MCI COMM SERVICE	679-3902		LONG DISTANCE	37.63
			Total :			37.63
152086	11/15/2012	0000538 MID AMERICAN RESEARCH CHEMICAL 0482174-IN			OPEN LUBE	182.62
			Total :			182.62
152087	11/15/2012	0000593 MUELLER, DEBORAH	110912		WELLNESS INCENTIVE	20.00
			Total :			20.00
152088	11/15/2012	0004423 MUNICIPAL EMERGENCY SERVICES	00352452_SNV		GAUGE	128.23
			Total :			128.23
152089	11/15/2012	0005640 NATIONAL LAW ENFORCEMENT	84979		SECURITY BAGS	460.14

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Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152089	11/15/2012	0005640 NATIONAL LAW ENFORCEMENT	(Continued)			460.14
152090	11/15/2012	0000618 NEXTEL COMMUNICATIONS			CURRENT COMM CHARGES	3,842.09
					Total :	3,842.09
152091	11/15/2012	0000621 NIRO, CEDRIC			WELLNESS INCENTIVE	20.00
					Total :	20.00
152092	11/15/2012	0005813 NORTHWEST SAFETY CLEAN			GEAR CLEANING	1,079.01
					Total :	1,079.01
152093	11/15/2012	0006855 NORTHWEST YACHTING MAGAZINE			ADVERTISING	432.00
					Total :	432.00
152094	11/15/2012	0000672 OAK HARBOR ACE			STAIN/SPRAY	17.90
					TEES/COUPLES/BUSHINGS	10.32
					FASTENERS	2.05
					FILTER	41.28
					FILLER/NAIL SET/UTILITY KNIFE	12.58
					FASTENERS	3.80
					REPLACEMENT STRIPS/THERMOM	10.30
					EYE/FASTENERS	2.98
					BIT	28.25
					FILTERS	11.94
					NOZZLE/FILTERS	5.95
					WHEEL	10.85
					HOSE/ELBOW/COUPLE/TEES/CLEF	83.07
					Total :	241.27
152095	11/15/2012	0000668 OAK HARBOR AUTO CENTER			FILTERS	20.65
					CART KIT	68.54
					STARTER	169.63
					CORE RETURN	-65.22
					SEAL	35.93
					AT FLT KT	13.74
					FUEL STABILIZER	6.03
					MINI LAMP/THREADLOCK	32.15
					FILTERS	11.81

Vchlist
11/15/2012 10:59:06AM

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152095	11/15/2012	0000668 OAK HARBOR AUTO CENTER	(Continued) 001-148397 001-148471 001-148631		FILTERS ATF BEAM	4.40 30.89 19.13 Total : 347.68
152096	11/15/2012	0000669 OAK HARBOR FIRE DEPARTMENT	110912		PETTY CASH	36.46 Total : 36.46
152097	11/15/2012	0000681 OAK HARBOR SCHOOL DISTRICT	0000120174		NOV 2012/COMPUTER NETWORK	6,708.33 Total : 6,708.33
152098	11/15/2012	0003007 OFFICE DEPOT	629448828001 629449066001 629452265001 629452306001 629452307001 630904474001		DESKPADS CALENDARS DESKPADS CALENDARS DLY STDDRY SPINDLE/POST IT NOTES/DUSTER	107.94 10.76 35.98 19.62 22.44 74.09 Total : 270.83
152099	11/15/2012	0001377 ORCA INFORMATION	309412 310419		PRE-EMPLOYMENT/GREEN PRE-EMPLOYMENT/GREEN	75.00 20.00 Total : 95.00
152100	11/15/2012	0005867 PACIFIC POWER BATTERIES	16066773		BATTERIES	213.15 Total : 213.15
152101	11/15/2012	0002985 PACIFIC TIRE CO. INC	0061428 0061431		TIRES TIRES	67.63 63.84 Total : 131.47
152102	11/15/2012	0001596 PACIFIC TORQUE, LLC	084662		SENSORS	165.76 Total : 165.76
152103	11/15/2012	0001349 PARTNER CONSTRUCTION PRODUCTS 5540			TACK/PAIL	2,339.22 Total : 2,339.22
152104	11/15/2012	0003607 PARTS NOW	INV05724472		FUSING	157.62

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152110	11/15/2012	0000743 PUGET SOUND ENERGY	(Continued) 9249160004 9374761006		ELECTRICITY/WELL #6 ELECTRICITY/TREATMENT PLANT	12.23 2,197.90 18,393.28
152111	11/15/2012	0000754 RAINBOW METALS	10602		BRONZE PLAQUE	435.86
152112	11/15/2012	0006762 RAINIER ENVIRONMENTAL	1070		TESTING SERVICES	500.00
152113	11/15/2012	0002508 RINEY PRODUCTION SERVICES	10-878		TAPING SERVICES	3,249.60
152114	11/15/2012	0000783 SAMPSON, BARBARA	EXP REIMB		EXP REIMB	77.86
152115	11/15/2012	0000789 SCHAEFER SYSTEMS INTERNATIONAL	WARA142497		REFUSE CONTAINERS	3,849.75
152116	11/15/2012	0006704 SCIMITAR CONSTRUCTION	101512		RETAINAGE	16,817.08
152117	11/15/2012	0005967 SEATTLE AUTOMOTIVE DIST	06-788275 06-788279		SPARK PLUGS CONNECTOR	30.61 27.19 57.80
152118	11/15/2012	0000809 SENIOR SERVICES OF ISLAND	OH09-2012		SEP 2012/SENIOR SERVICES	1,500.00
152119	11/15/2012	0002358 SERVICEMASTER OF THE ISLAND	8658		NOV 2012/JANITORIAL SERVICE	775.00
152120	11/15/2012	0000719 SEVERNS, RHONDA	110912		WELLNESS INCENTIVE	20.00
152121	11/15/2012	0000817 SHELLEY, TIM	110912		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152121	11/15/2012	0000817	0000817 SHELLEY, TIM		(Continued)	Total : 20.00
152122	11/15/2012	0000822	SHRED-IT USA, INC	101203219	SHREDDING	Total : 49.50
152123	11/15/2012	0004184	SIPES, TAMRA	113012	NOV 2012/RACE COORDINATOR SE	Total : 2,546.00
152124	11/15/2012	0000831	SIX ROBBLEES, INC	14-259243	CAMERA	Total : 474.29
152125	11/15/2012	0000814	SKAGIT FARMERS SUPPLY	304049	BROMETHALIN	Total : 27.16
152126	11/15/2012	0000877	SKAGIT VALLEY HERALD	8263189	SUBSCRIPTION	Total : 141.00
152127	11/15/2012	0004341	SMITH, JACK		TRAVEL ADVANCE	Total : 212.50
152128	11/15/2012	0002894	SOCIETY FOR HUMAN RESOURCE	01312437	MEMBERSHIP RENEWAL/EMERY	Total : 180.00
152129	11/15/2012	0000846	SOUND PUBLISHING		REQUEST FOR PROPOSALS	87.22
					PUBLIC HEARING	56.07
					SURPLUS LIST	56.07
					ORD 1634	62.30
					PC# 10-23-12	112.14
					NOA COMP PLAN AMENDMENT 201	137.06
					NOA AND ODNS	137.06
					PUBLIC HEARING	93.45
					NOTICE OF SHORELINE	93.45
					Total :	834.82
152130	11/15/2012	0000851	SPRINT		LONG DISTANCE	8.94
					LONG DISTANCE	14.20
					LONG DISTANCE	5.74

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152130	11/15/2012	0000851	0000851 SPRINT		(Continued)	Total : 28.88
152131	11/15/2012	0003883	STAPLES BUSINESS ADVANTAGE		DTYDATE	105.44
					STAMP	60.63
					INK/PENS/HIGHLIGHTERS/PADS	453.66
					MARKERS	9.76
					SDHC CARD	52.71
					BACKCUSHION	21.95
					COPY PAPER	1,521.26
					FOLDERS	62.93
					POST IT NOTES/FOLDERS/CALENC	225.25
					TONER	446.80
					KEYBOARD	250.00
					CHAIRS	273.60
					CHAIRS	325.77
					Total :	3,809.76
152132	11/15/2012	0003749	STUMP, PATRICK L	1	DRIVING SERVICES	Total : 138.00
152133	11/15/2012	0000874	SURETY PEST CONTROL		PEST EXTERMINATION	38.05
					PEST EXTERMINATION	30.44
					PEST EXTERMINATION	43.48
					PEST EXTERMINATION	30.44
					PEST EXTERMINATION	43.48
					PEST EXTERMINATION	32.61
					PEST EXTERMINATION	59.79
					PEST EXTERMINATION	97.83
					Total :	376.12
152134	11/15/2012	0006739	SUSAN ELIZABETH DRUMMOND, PLLC 372		PROF SVC/MWGMHB	Total : 3,207.50
152135	11/15/2012	0006730	SWINOMISH INDIAN TRIBAL		OAK HARBOR SITE SERVICES	64,237.64
					Total :	64,237.64
152136	11/15/2012	0000897	TMG SERVICES, INC		O-RINGS/VALVES/KITS	199.44

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152136	11/15/2012	0000897 TMG SERVICES, INC	(Continued)			199.44
152137	11/15/2012	0001053 TREASURER, WASHINGTON STATE	110112		COURT/BC FEES	9,309.33
					Total :	9,309.33
152138	11/15/2012	0000922 UNUM LIFE INSURANCE COMPANY	101812		LONG TERM CARE	141.00
					Total :	141.00
152139	11/15/2012	0004903 US BANK	4485591000304067		CREDIT CARD PURCHASES	1,644.57
					Total :	1,644.57
152140	11/15/2012	0004903 US BANK	4485590001557665		CREDIT CARD PURCHASES	697.67
					Total :	697.67
152141	11/15/2012	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	596.30
					Total :	596.30
152142	11/15/2012	0004903 US BANK	4485590100104922		CREDIT CARD PURCHASES	315.00
					Total :	315.00
152143	11/15/2012	0005223 VELASQUEZ, PETE	110912		WELLNESS INCENTIVE	20.00
					Total :	20.00
152144	11/15/2012	0002600 VERNON PUBLICATIONS, LLC	INV01393		ADVERTISING	770.00
					Total :	770.00
152145	11/15/2012	0001044 WASHINGTON CRIMINAL JUSTICE	2013-1461		REGISTRATION/HOAGLAND	50.00
					Total :	50.00
152146	11/15/2012	0001052 WASHINGTON STATE PATROL	I13002996		BACKGROUND CHECKS	10.00
			I13003271		BACKGROUND CHECKS	511.50
					Total :	521.50
152147	11/15/2012	0006938 WATEROUS COMPANY	P2G4435001		MECHANICAL SEAL REMOVAL KIT	656.68
					Total :	656.68
152148	11/15/2012	0006853 WEED, GRAAFSTRA & BENSON, INC, L 3	4		PROF SVC/GENERAL 2012	16,681.51
					PROF SVC/GENERAL 2012	8,568.00
					Total :	25,249.51

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152148	11/15/2012	0006853 WEED, GRAAFSTRA & BENSON, IN	(Continued)			Total : 25,249.51
152149	11/15/2012	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1188		OCT 2012/ANIMAL SHELTER	Total : 7,083.33
152150	11/15/2012	0001003 WHIDBEY AUTO GLASS			WINDOW	Total : 250.01
152151	11/15/2012	0001010 WHIDBEY TELECOM			CURRENT NET CHARGES	Total : 42.08
					CURRENT NET CHARGES	Total : 24.00
152152	11/15/2012	0004630 WMS AQUATICS			BRUSH	Total : 66.08
						Total : 65.85
152153	11/15/2012	0006775 WORKSAFE SERVICE, INC			PRE-EMPLOYMENT	Total : 52.00
						Total : 52.00
152154	11/15/2012	0001061 XEROX CORPORATION			SEP 2012/COPPIER RENTAL	Total : 4,794.70
						Total : 4,794.70
154 Vouchers for bank code : bank						Bank total : 491,218.42
154 Vouchers in this report						Total vouchers : 491,218.42

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

Bill No. CA-AB15.
Date: November 20, 2012
Subject: Re-appointment Daisy Sapida
to the Park Board

FROM: Scott Dudley, Mayor *SD*

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of the agenda bill is to recommend the re-appointment of Daisy Sapida to the Park Board

AUTHORITY

City Council authority is established at Chapter 35A.11 and 35A.12 RCW and Chapter 2.240 OHMC.

FISCAL IMPACT DESCRIPTION

N/A

SUMMARY STATEMENT

The Park Board is a five-member board with each member appointed for a three year term in accordance with OHMC 2.30.010. Board members are appointed by the Mayor and confirmed by the City Council.

STANDING COMMITTEE REPORT

The draft amendments have not been presented at a Standing Committee

RECOMMENDED ACTION

Recommend confirmation of re-appointment of Daisy Sapida for a three year term.

ATTACHMENTS

None

MAYOR'S COMMENTS

0150-93
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**City of Oak Harbor
City Council Agenda Bill**

Bill No. CA-AB 1C
Date: November 20, 2012
Subject: Re-appointment Mike Wright
to the Park Board

FROM: Scott Dudley, Mayor *SD*

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of the agenda bill is to recommend the re-appointment of Mike Wright to the Park Board

AUTHORITY

City Council authority is established at Chapter 35A.11 and 35A.12 RCW and Chapter 2.240 OHMC.

FISCAL IMPACT DESCRIPTION

N/A

SUMMARY STATEMENT

The Park Board is a five-member board with each member appointed for a three year term in accordance with OHMC 2.30.010. Board members are appointed by the Mayor and confirmed by the City Council.

STANDING COMMITTEE REPORT

The draft amendments have not been presented at a Standing Committee

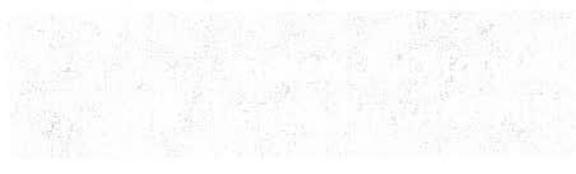
RECOMMENDED ACTION

Recommend confirmation of re-appointment of Mike Wright for a three year term.

ATTACHMENTS

None

MAYOR'S COMMENTS



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

Bill No. **CA-AB 1d.**
Date: November 20, 2012
Subject: Appointment of Youth
Commission Member Georgette
Anglum

FROM: Scott Dudley

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of the agenda bill is to request confirmation of the appointment of Georgette Anglum to fill an unexpired term on the Oak Harbor Youth Commission.

AUTHORITY

City Council authority is established at Chapter 35A.11 and 35A.12 RCW and Chapter 2.240 OHMC.

FISCAL IMPACT DESCRIPTION

Funds Required: None

Appropriation Source: NA

SUMMARY STATEMENT

Members appointed to the Youth Commission serve a three-year term. Georgette Anglum has volunteered to fill a vacancy created with the resignation of Peggy Dyer with term ending October, 2014.

STANDING COMMITTEE REPORT

The draft amendments have not been presented at a Standing Committee

RECOMMENDED ACTION

Move to confirm the Mayor's appointment of Georgette Anglum to the Youth Commission with term ending October, 2014.

Biography Form

Recommended Board Appointment for: Oak Harbor Youth Commission

Name: Georgette Anglum Date: 11/06/12

Address: 265 Valley Rd.,

City, State, Zip: Oak Harbor, WA. 98277

Telephone Number: 360-679-8241 Email Address: ganglum@yahoo.com

Mailing Address (if different from above): _____

Resident of Oak Harbor/Whidbey Island for: 26 yrs./2 mos.

Occupation and Place of Employment (if retired, reference previous occupation):

Exceptional Family Member Program Liaison, Fleet and Family Services, NAS Whidbey Island

Local Group or Civic Affiliations: Previous business owner Dairy Valley and Smoke Tree BBO

Special Interests: Working with families, teaching parenting classes, advocating for children and youth.

Other General Comments: Experience working with youth as Intervention Specialist, -OHSD, facilitated educational presentations on anti bullying at elementary schools, and dating violence and healthy relationships for middle school and high school students as a community prevention coordinator for CADA.

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

Bill No. CA-AB 1e
Date: November 20, 2012
Subject: Appointment of Raenette Wood
to the Youth Commission

FROM: Scott Dudley, Mayor *SD*

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to request confirmation of the appointment of Raenette Wood to the Oak Harbor Youth Commission.

AUTHORITY

Chapter 2.250 OHMC states that members shall be appointed by the Mayor subject to the approval by City Council.

FISCAL IMPACT DESCRIPTION

N/A

SUMMARY STATEMENT

The Oak Harbor Youth Commission serves as an advocacy group assessing and identifying the needs of the youth in our community. The Commission keeps the Mayor and City Council informed of the state of the youth in the Greater Oak Harbor area and works with youth service providers to address identified needs. Appointed commission members will serve a three- year term.

STANDING COMMITTEE REPORT

None

RECOMMENDED ACTION

Recommend confirmation of appointment of Raenette Wood for a three year term on the Youth Commission.

ATTACHMENTS

Raenette NS Wood's Application

MAYOR'S COMMENTS

Biography Form

Recommended Board Appointment for: Oak Harbor Youth Commission Member

Name: Raenette NS Wood Date: October 25, 2012

Address: #1 Wildcat Way,

City, State, Zip: Oak Harbor, WA 98277

Telephone Number: 360-279-5784 Email Address: rwood@ohsd.net

Mailing Address (if different from above): 2891 SW Fairway Point, Oak Harbor, WA 98277

Resident of Oak Harbor/Whidbey Island for: 4 years/2 months

Occupation and Place of Employment (if retired, reference previous occupation):

Associate Principal at Oak Harbor High School

Local Group or Civic Affiliations: Kiwanis of Oak Harbor with OHHS Key Club and Sponsored Youth Committee; Whidbey Island Bicycle Club

Special Interests: Self Representing Artist in Jewelry making and wire working; bicycling, and home crafts

Other General Comments: I have been in education since 1992 as a mathematics teacher, business teacher, and guidance counselor in Honolulu, HI; Bremerton, WA; and Central Kitsap, WA prior to moving to Oak Harbor for an administrative position

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

Bill No. CA AB 1 f.
Date: November 20, 2012
Subject: Appointment of Andrea Thomas
to the Youth Commission

FROM: Scott Dudley, Mayor *SD*

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to request confirmation of the appointment of Andrea Thomas to the Oak Harbor Youth Commission.

AUTHORITY

Chapter 2.250 OHMC states that members shall be appointed by the Mayor subject to the approval by City Council.

FISCAL IMPACT DESCRIPTION

N/A

SUMMARY STATEMENT

The Oak Harbor Youth Commission serves as an advocacy group assessing and identifying the needs of the youth in our community. The Commission keeps the Mayor and City Council informed of the state of the youth in the Greater Oak Harbor area and works with youth service providers to address identified needs. Appointed commission members will serve a three- year term.

STANDING COMMITTEE REPORT

None

RECOMMENDED ACTION

Recommend confirmation of appointment of Andrea Thomas for a three year term on the Youth Commission.

ATTACHMENTS

Raenette NS Wood's Application

MAYOR'S COMMENTS

Biography Form

Recommended Board Appointment for: Oak Harbor's Youth Commission

Name: Andrea Thomas _____ Date: 9/6/12

Address: 2344 B Lark st

City, State, Zip: Oak Harbor, Wa 98277

Telephone Number: 360-672-5756__ Email Address: athomas@ohsd.net

Mailing Address (if different from above): _____

Resident of Oak Harbor/Whidbey Island for: 5 yrs 4 months _____
years/months

Occupation and Place of Employment (if retired, reference previous occupation):

I work for Island County as a School Based Mental Health Counselor.

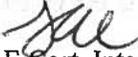
Local Group or Civic Affiliations: I work at Oak Harbor High School

Special Interests: I love working with kids and helping people. I enjoy the outdoors, hiking, horseback riding and volleyball.

Other General Comments: I look forward to being a part of Oak Harbor's youth commission and helping our youth and teens in our community.

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

Bill No. **CA-AB '12**
Date: November 20, 2012
Subject: Re-Numbering Duplicate
Resolution No. 12-10

FROM: 
Larry E Cort, Interim City Administrator

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

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

PURPOSE

The purpose of this agenda bill is to correct an inadvertent duplication in resolution numbers that occurred in April of 2012. Two Council resolutions were assigned the number 12-10 and the proposed action is to re-number one of the resolutions as 12-31.

AUTHORITY

The City Council has been granted the authority to plan and organize its internal affairs by RCW 35A.11.020.

SUMMARY STATEMENT

On April 3, 2012, the City Council adopted Resolution No. 12-10 updating the City's vision and mission statements and reaffirming existing City goals. Two weeks later, on April 17, 2012, the City Council approved another Resolution No. 12-10 which directed the evaluation of potential sites for the future wastewater treatment facility.

To reduce the potential for confusion, staff has prepared the attached Resolution No. 12-31 to explain the duplication and to reaffirm and thereby re-number the first Resolution No. 12-10 to 12-31. The resolution pertaining to the wastewater treatment plant site selection will retain the 12-10 number.

STANDING COMMITTEE REPORT

This agenda bill has not been presented to a standing committee.

RECOMMENDED ACTION

Approve Resolution No. 12-31

ATTACHMENTS

1. Draft Resolution No. 12-31.

RESOLUTION NO. 12-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAK HARBOR,
WASHINGTON, PROVIDING A NEW RESOLUTION NUMBER FOR
RESOLUTION 12-10 WHICH UPDATED THE CITY'S VISION AND MISSION
STATEMENTS AND REAFFIRMED THE EXISTING CITY GOALS.**

WHEREAS, on the 3rd day of April 2012, the City Council adopted Resolution No. 12-10 updating the City's Vision and Mission Statements and reaffirmed the existing City Goals; and

WHEREAS, on the 17th day of April 2012, the Council approved another Resolution No. 12-10 directing the evaluation of potential sites for a future wastewater treatment facility which caused a duplication in resolution numbers; and

WHEREAS, Resolution No. 12-31 now replaces the duplicated resolution for the Council's Vision and Mission Statements and reaffirms the existing City Goals and reads as follows;

WHEREAS, the Oak Harbor City Council participated in a retreat on March 3, 2012 and during the retreat reviewed and discussed the City's existing vision and mission statements; and

WHEREAS, the City Council, through a collaborative process, but without taking any action, arrived at possible updates to both of these statements; and

WHEREAS, the Council also reviewed the City's existing goals and concluded that Goals 1-7 were in alignment with the possible updates to the vision and mission statements; and

WHEREAS, the Council also determined that existing Goal 8, Annual review of the City's overall performance, was not so much a goal as an accountability statement and did not need to be included in the list of goals; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor that the following vision and mission statements are approved and that the existing Goals 1-7 are reaffirmed and that the City Council :

Vision statement: "Oak Harbor...a vibrant Whidbey Island waterfront community where everyone is welcome and encouraged to thrive.

Mission statement: The City of Oak Harbor is committed to creating a vibrant community by delivering quality services, enhancing the quality of life, and fostering economic opportunities.

Goals:

- Goal 1: Promote a healthy and growing business community.
- Goal 2: Improve the appearance and livability of the community.
- Goal 3: Encourage a safe community.
- Goal 4: Build and enhance community partnerships.
- Goal 5: Deliver superior quality service to our customers.
- Goal 6: Protect and enhance capital investment in the City.
- Goal 7: Promote a healthy work environment and employee excellence.

PASSED and approved by the City Council this 20th day of November, 2012.

THE CITY OF OAK HARBOR

Scott Dudley
Mayor

Attest:

City Clerk

Approved as to form:

Grant Weed, Interim City Attorney

The first part of the paper discusses the importance of the
 \mathcal{L}^2 norm in the context of the problem. It is shown that
 the \mathcal{L}^2 norm is the natural norm for the problem, and
 that it is the only norm for which the problem is well-posed.

The second part of the paper discusses the importance of the
 \mathcal{L}^2 norm in the context of the problem. It is shown that
 the \mathcal{L}^2 norm is the natural norm for the problem, and
 that it is the only norm for which the problem is well-posed.

The third part of the paper discusses the importance of the
 \mathcal{L}^2 norm in the context of the problem. It is shown that
 the \mathcal{L}^2 norm is the natural norm for the problem, and
 that it is the only norm for which the problem is well-posed.

The fourth part of the paper discusses the importance of the
 \mathcal{L}^2 norm in the context of the problem. It is shown that
 the \mathcal{L}^2 norm is the natural norm for the problem, and
 that it is the only norm for which the problem is well-posed.

The fifth part of the paper discusses the importance of the
 \mathcal{L}^2 norm in the context of the problem. It is shown that
 the \mathcal{L}^2 norm is the natural norm for the problem, and
 that it is the only norm for which the problem is well-posed.

The sixth part of the paper discusses the importance of the
 \mathcal{L}^2 norm in the context of the problem. It is shown that
 the \mathcal{L}^2 norm is the natural norm for the problem, and
 that it is the only norm for which the problem is well-posed.

1203

$$\text{The seventh part of the paper discusses the importance of the } \mathcal{L}^2 \text{ norm in the context of the problem. It is shown that the } \mathcal{L}^2 \text{ norm is the natural norm for the problem, and that it is the only norm for which the problem is well-posed.}$$

The eighth part of the paper discusses the importance of the
 \mathcal{L}^2 norm in the context of the problem. It is shown that
 the \mathcal{L}^2 norm is the natural norm for the problem, and
 that it is the only norm for which the problem is well-posed.

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

Bill No. **CA - AB 1h.**
Date: November 20, 2012
Subject: Excused Absence Request
Councilmember Robert Severns

FROM: Scott Dudley
Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of the agenda bill is to present and approve Councilmember Robert Severns excused absence request for the November 20, 2012 Regular City Council Meeting.

AUTHORITY

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

SUMMARY STATEMENT

Councilmember Severns has submitted an excused absence request for the November 20, 2012 Regular City Council Meeting.

STANDING COMMITTEE REPORT

N/A

RECOMMENDED ACTION

Move to approve Councilmember Severns' excused absence for the November 20, 2012 Regular City Council Meeting.

ATTACHMENTS

None

11. BA. 13
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**City of Oak Harbor
City Council Agenda Bill**

Bill No. **CA-AB11**
Date: November 20, 2012
Subject: REET I Ordinance: Public hearing date

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda item is for the City Council to schedule a public hearing on December 4, 2012, for the purpose of considering in ordinance to amend OHMC 3.62.040 to allow Real Estate Excise Tax proceeds to be used for operations and maintenance.

AUTHORITY

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

SUMMARY STATEMENT

The 2011 legislature expanded, for a limited period of time, the uses of the real estate excise tax, both the first quarter percent (REET 1) under RCW 82.46.010 and the second quarter percent (REET 2) under RCW 82.46.035.[1] Cities may now, with some restrictions, use REET 1 and REET 2 for operations and maintenance (O&M) of existing capital projects. This new authority expires on December 31, 2016. On December 4, 2012, an ordinance will be presented to amend OHMC 3.62.040 to adopt specific language to allow REET 1 proceeds to be used under the expanded use definition.

Limits on the amounts that may be expended:

- The maximum amount of REET 1 that may be spent on O&M is the greater of \$100,000 or 35 percent of the available funds, not to exceed \$1 million.
- The maximum amount of REET 2 that may be spent on O&M is also the greater of \$100,000 or 35 percent of the available funds, not to exceed \$1 million.
- For counties that use REET 2 monies for payment of debt service, the total they can spend on debt service and O&M *together* is the greater of \$100,000 or 35 percent of the available funds, not to exceed \$1 million.
- The funds may be new tax receipts or past REET revenues that you are holding reserves in your capital improvements fund.

FISCAL IMPACT DESCRIPTION

Funds Required: \$ Not Applicable
Appropriation Source: Not Applicable

REET I Ordinance
Page 1 of 1

STANDING COMMITTEE REPORT

This topic has been presented to the Finance Standing Committee on November 14, 2012.

RECOMMENDED ACTION

1. Set a public hearing date for December 4, 2012.

ATTACHMENTS

1. Draft ordinance.

Ordinance No. 1648

AN ORDINANCE AMENDING SECTION 3.62.040 OF THE CITY OF OAK HARBOR MUNICIPAL CODE TO ALLOW THE FIRST QUARTER PERCENT OF THE REAL ESTATE EXCISE TAX REVENUES TO BE USED, WITH SOME CONDITIONS, FOR OPERATIONS AND MAINTENANCE OF EXISTING CAPITAL PROJECTS.

WHEREAS the Legislature in 2011 amended RCW 82.46.010 to allow real estate excise tax revenues to be used, within certain limits, for the operations and maintenance of existing capital projects;

THE CITY COUNCIL OF THE CITY OF OAK HARBOR DOES ORDAIN AS FOLLOWS:

Section 1. Section 3.62.040 of the City of Oak Harbor Municipal Code is amended to read as follows:

SECTION 3.62.040 Distribution of tax proceeds and limiting the use thereof.

(1) The county treasurer shall place one percent of the proceeds of the taxes imposed herein in the county current expense fund to defray costs of collection.

~~(2) The remaining proceeds from city taxes imposed in this chapter shall be distributed to the city monthly, and those taxes imposed under OHMC 3.62.010 shall be placed by the city treasurer in a municipal capital improvements fund. These capital improvement funds shall be used by the city solely for financing capital projects as defined by RCW 82.46.010(6) that are specified in a capital facilities plan element of a comprehensive plan and housing relocation assistance under RCW 59.18.440 and 59.18.450.~~

(2) The remaining proceeds from city taxes imposed herein shall be distributed to the city monthly and those taxes imposed under Section 3.62.010 shall be placed by the city treasurer in a municipal capital improvements fund. These capital improvements funds shall be used by the city as authorized by RCW 82.46.010, as now or hereafter amended.

3. This section shall not limit the existing authority of this city to impose special assessments on property specially benefited thereby in the manner prescribed by law.

Section 2. Ratification and Confirmation. Actions taken prior to the effective date of this Ordinance that are consistent with it are hereby ratified and confirmed.

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

PASSED and approved by the City Council this _____ day of _____ 2012.

THE CITY OF OAK HARBOR

Mayor

Attest:

City Clerk

Approved as to Form:

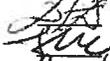
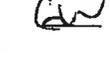
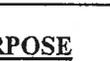
City Attorney

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

Bill No. **CA - AB 15**
Date: November 20, 2012
Subject: REET II Ordinance: Public hearing date

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda item is for the City Council to schedule a public hearing on December 4, 2012, for the purpose of considering in ordinance to amend OHMC 3.62.040 to allow Real Estate Excise Tax proceeds to be used for operations and maintenance.

AUTHORITY

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

SUMMARY STATEMENT

The 2011 legislature expanded, for a limited period of time, the uses of the real estate excise tax, both the first quarter percent (REET 1) under RCW 82.46.010 and the second quarter percent (REET 2) under RCW 82.46.035.[1] Cities may now, with some restrictions, use REET 1 and REET 2 for operations and maintenance (O&M) of existing capital projects. This new authority expires on December 31, 2016. On December 4, 2012, an ordinance will be presented to amend OHMC 3.62.040 to adopt specific language to allow REET I proceeds to be used under the expanded use definition.

Limits on the amounts that may be expended:

- The maximum amount of REET 1 that may be spent on O&M is the greater of \$100,000 or 35 percent of the available funds, not to exceed \$1 million.
- The maximum amount of REET 2 that may be spent on O&M is also the greater of \$100,000 or 35 percent of the available funds, not to exceed \$1 million.
- For counties that use REET 2 monies for payment of debt service, the total they can spend on debt service and O&M *together* is the greater of \$100,000 or 35 percent of the available funds, not to exceed \$1 million.
- The funds may be new tax receipts or past REET revenues that you are holding reserves in your capital improvements fund.

FISCAL IMPACT DESCRIPTION

Funds Required: \$ Not Applicable
Appropriation Source: Not Applicable

REET II Ordinance
Page 1 of 1

STANDING COMMITTEE REPORT

This topic has been presented to the Finance Standing Committee on November 14, 2012.

RECOMMENDED ACTION

1. Set a public hearing date for December 4, 2012.

ATTACHMENTS

1. Draft ordinance.

Ordinance No. 1649

AN ORDINANCE AMENDING SECTION 3.62.140 OF THE CITY OF OAK HARBOR MUNICIPAL CODE TO ALLOW THE SECOND QUARTER PERCENT OF THE REAL ESTATE EXCISE TAX REVENUES TO BE USED, WITH SOME CONDITIONS, FOR OPERATIONS AND MAINTENANCE OF EXISTING CAPITAL PROJECTS

WHEREAS the Legislature in 2011 amended RCW 82.46.035 to allow real estate excise tax revenues to be used, within certain limits, for the operations and maintenance of existing capital projects;

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

Section 1: Section 3.62.140 of the City of Oak harbor Municipal Code is hereby amended to read as follows:

3.62.140 Distribution of tax proceeds and limiting the use thereof.

(1) The county treasurer shall place one percent of the proceeds of the taxes imposed in this chapter in the county current expense fund to defray costs of collection.

(2) The remaining proceeds from city taxes imposed in this chapter shall be distributed to the city monthly, and those taxes imposed under OHMC 3.62.110 shall be placed by the city treasurer in a municipal capital improvements fund.

~~(3) Revenues generated from the tax imposed under subsection (2) of this section shall be used by Oak Harbor solely for financing capital projects specified in a capital facilities plan element of a comprehensive plan. Proceeds from this additional tax shall be deposited in a separate account in the municipal capital improvements fund and expended as authorized by law under RCW 82.46.035.~~

(4) This section shall not limit the existing authority of this city to impose special assessments on property specially benefited thereby in the manner prescribed by law. (Ord. 1053 § 5, 1996).

Section 2. Ratification and Confirmation. Actions taken prior to the effective date of this Ordinance that are consistent with it are hereby ratified and confirmed.

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

PASSED and approved by the City Council this _____ day of _____ 2012.

THE CITY OF OAK HARBOR

Mayor

Attest:

[Faint signature]

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City Clerk

[Faint mirrored text from reverse side of page]

Approved as to Form:

[Faint mirrored text from reverse side of page]

City Attorney

[Faint mirrored text from reverse side of page]

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

Bill No. **CA-AB 1 K, L, M, N, O,**
Date: _____
Subject: Approval of Accounts Payable
Vouchers **P. 8.**

FROM: Doug Merriman, Finance Director *DM*

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

SD Scott Dudley, Mayor
LC Larry Cort, Interim City Administrator
GW Grant Weed, Interim City Attorney

SUMMARY

PAYROLL

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

AUTHORITY

Oak Harbor Municipal Code Chapter 3.72.

RECOMMENDED ACTION

Approve accounts payable vouchers.

PAYROLL CHECK APPROVAL

10/31/12

I hereby certify that the employee services paid for via payroll checks #95936-95955 have, to the best of my knowledge, been furnished. I further certify the claims below to be valid and correct.

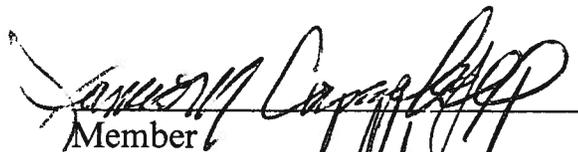

Accounting Technician

10.30.12
Date

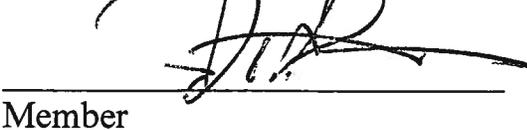

Finance Director

11/3/12
Date

We, the undersigned Council members of Oak Harbor, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Oak Harbor, and that we are authorized to authenticate and certify to said claim. The payroll charges in the amount of \$ 43,572.22 are approved for payment on this 7th day of November 2012.


Member


Member


Member

PAYROLL CHECK APPROVAL

10/31/12

I hereby certify that the employee services paid for via payroll checks #95903-95935 have, to the best of my knowledge, been furnished. I further certify the claims below to be valid and correct.


Accounting Technician

10.30.12
Date


Finance Director

11/3/12
Date

We, the undersigned Council members of Oak Harbor, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Oak Harbor, and that we are authorized to authenticate and certify to said claim. The payroll charges in the amount of \$ 572,806.78 are approved for payment on this 7th day of November 2012.


Member


Member


Member

PAYROLL CHECK APPROVAL
10/15/12

I hereby certify that the employee services paid for via payroll checks #95890-95902 have, to the best of my knowledge, been furnished. I further certify the claims below to be valid and correct.

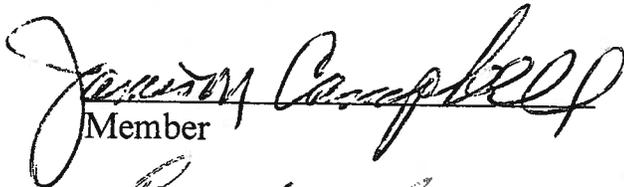

Accounting Technician

10.12.12
Date

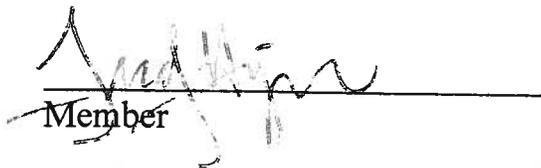

Finance Director

10/12/12
Date

We, the undersigned Council members of Oak Harbor, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Oak Harbor, and that we are authorized to authenticate and certify to said claim. The payroll charges in the amount of \$ 378,678.64 are approved for payment on this 16th day of October 2012.


Member

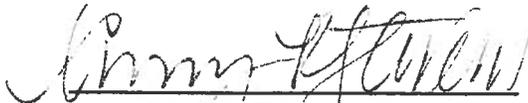

Member


Member

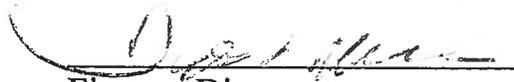
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PAYROLL CHECK APPROVAL
9/28/12

I hereby certify that the employee services paid for via payroll checks #95868-95889 have, to the best of my knowledge, been furnished. I further certify the claims below to be valid and correct.


Accounting Technician

9-27-12
Date


Finance Director

10/1/12
Date

We, the undersigned Council members of Oak Harbor, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Oak Harbor, and that we are authorized to authenticate and certify to said claim. The payroll charges in the amount of \$ 93,486.74 are approved for payment on this 2nd day of October 2012.


Member

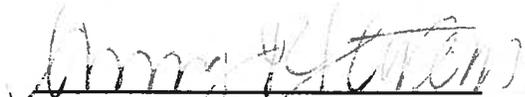

Member


Member

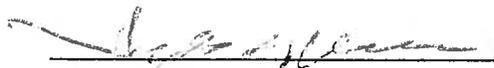
PAYROLL CHECK APPROVAL

9/28/12

I hereby certify that the employee services paid for via payroll checks #95838-95867 have, to the best of my knowledge, been furnished. I further certify the claims below to be valid and correct.

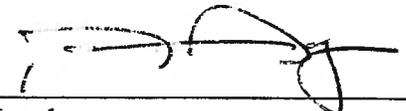

Accounting Technician

9/27/12
Date


Finance Director

10/2/12
Date

We, the undersigned Council members of Oak Harbor, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unp aid obligation against the City of Oak Harbor, and that we are authorized to authenticate and certify to said claim. The payroll charges in the amount of \$ 571,677.24 are approved for payment on this 2nd day of October 2012.


Member


Member


Member

PAYROLL CHECK APPROVAL

9/19/12

I hereby certify that the employee services paid for via payroll checks #95837 has, to the best of my knowledge, been furnished. I further certify the claims below to be valid and correct.

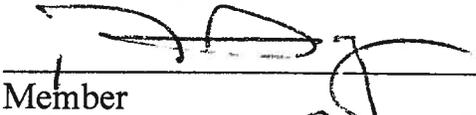

Accounting Technician

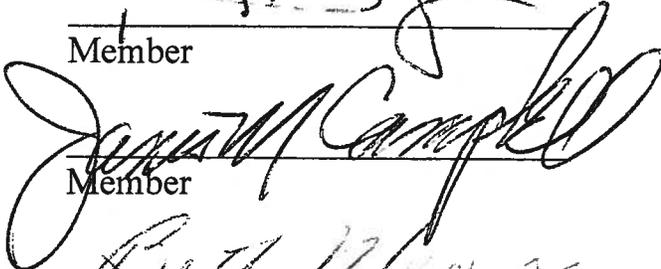
9.19.12
Date

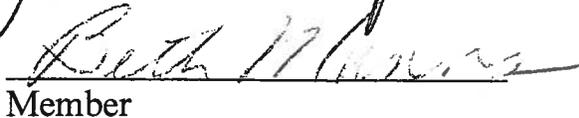

Finance Director

7/10/12
Date

We, the undersigned Council members of Oak Harbor, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Oak Harbor, and that we are authorized to authenticate and certify to said claim. The payroll charges in the amount of \$ 4,420.00 are approved for payment on this 2nd day of October 2012.


Member


Member


Member

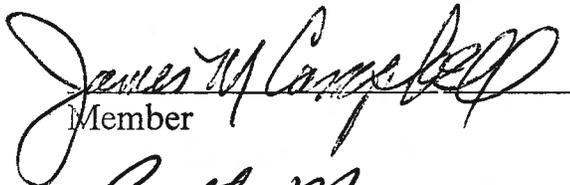
PAYROLL CHECK APPROVAL
9/14/12

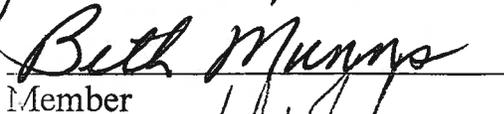
I hereby certify that the employee services paid for via payroll checks #95822-95836 have, to the best of my knowledge, been furnished. I further certify the claims below to be valid and correct.


Accounting Technician 9-13-12
Date


Finance Director 9/17/12
Date

We, the undersigned Council members of Oak Harbor, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Oak Harbor, and that we are authorized to authenticate and certify to said claim. The payroll charges in the amount of \$ 385,610.01 are approved for payment on this 18th day of September 2012.


Member


Member


Member

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

Bill No. AB 2.
Date: November 20, 2012
Subject: Shoreline Master Program
Update

FROM: Steve Powers, Director of Development Services

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to recommend the Draft Shoreline Master Program to City Council for approval.

AUTHORITY

RCW 90.58.050 requires each jurisdiction to have a Shoreline Master Program for managing its shoreline. RCW 90.58.080 requires that Oak Harbor update its Shoreline Master Program by December 1, 2012.

FISCAL IMPACT DESCRIPTION

Funds Required: \$ _____ 0 _____

Appropriation Source: _____ N/A _____

The Draft Shoreline Master Program, if adopted, will be applied when new development is proposed within the shoreline. Oak Harbor's shoreline is largely developed with few vacant parcels of land. Development within the shoreline is likely to consist primarily of additions and expansions of existing structures and emergency repairs of stabilization. For these reasons, the adoption and implementation of the Draft Shoreline Master Program is not expected to result in a significant fiscal impact.

DISCUSSION

The following discussion gives a brief overview of each chapter of the Draft SMP document. The discussion is not an all-inclusive list of issues, but rather highlights what staff believe are some of the more important issues for each chapter.

City of Oak Harbor City Council Agenda Bill

Chapter 1 - Introduction

Topics discussed in Chapter 1 include the purpose of the Shoreline Management Act (SMA), purpose of the SMP, shoreline jurisdiction, applicability of the SMP, SMP basics, and organization of the document.

Important points to remember:

- Shoreline jurisdiction extends 200 feet from the Ordinary High Water Mark (OHWM) of Oak and Crescent Harbors. It also extends to the edge of wetlands which have boundaries crossing the 200 feet.
- All proposed activities, developments, and uses within the shoreline require a permit unless specifically exempted. The construction of one single-family residence, installation of a bulkhead, normal maintenance and repair activities for structures (up to 60% of fair market value), and federal agency (Navy) actions are exempt. Please note that the SMP applies to future development and uses, but does not mean that property owners need to bring existing structures or uses into compliance with the Shoreline Master Program.

Chapter 2 – Environment Designation Provisions

Chapter 2 lays out a system of “environment designations” for the shoreline which are similar to zones. These zones allow for a variety of uses and designate certain areas as appropriate or inappropriate for specific types of development. The environment designations proposed are: (1) Maritime (2) Urban Mixed Use (3) Residential (4) Residential Bluff Conservancy (5) Urban Public Facilities (6) Conservancy and (7) Aquatic. Please see map in Attachment B.

Important points to remember:

- The Maritime environment is a new concept for Oak Harbor. This will allow for water-dependent industrial and commercial uses near the marina, whereas the existing SMP specifically prohibits industrial uses from being located on Oak Harbor’s shoreline.
- The Conservancy designation is restrictive and only allows for a very limited number of uses such as recreation. Transportation and utilities infrastructure are allowed conditionally. This designation applies to Freund Marsh, Maylor Point, and Crescent Harbor.

Chapter 3 – General Provisions

Chapter 3 is the general provisions which apply to all areas within shoreline jurisdiction. Topics discussed in this Chapter include economic development; archaeological and historic resources; critical areas and flood hazard areas; mitigation sequencing; public access; vegetation conservation; critical saltwater habitat; and water quality.

Important points to remember:

- The archaeological and historic resources section discusses the treatment of these resources under two scenarios: when there is a known resource on a site and when there is an inadvertent discovery. These policies and regulations require that applicants perform an archaeological site assessment when there is a known resource on a site and prepare a plan for dealing with these resources during construction. When an inadvertent discovery is made, work must be stopped, appropriate authorities notified, and a plan for dealing with the resources must be developed.

City of Oak Harbor City Council Agenda Bill

- Chapter 3, Section 4 applies the City's critical areas ordinance (CAO) within shoreline jurisdiction and calls out portions of the CAO which do not apply. CAOs are required to be attached to the Draft SMP by the Department of Ecology (DOE).
- Public access is required for new shoreline development, unless requiring the access would be unconstitutional. Usually, this means it is required when a development creates demand for such access. Public access is not required for single-family development with less than 5 units.
- All new development which exceeds the threshold for non-conforming development (60% of fair market value) and which clear native vegetation or require surface grading to submit a "shoreline landscaping plan" establishing a 30-foot vegetation management zone (VMZ) from the OHWM called "zone 1." Within zone 1, no structures are allowed and only native plants are permitted. A 50-foot structural setback from the OHWM is also required. However, between the 30 – 50 foot area ("zone 2"), water-oriented uses such as decks, patios, and gazebos are allowed although impervious surface generally cannot exceed 20% in zone 2.

Chapter 4 – Shoreline Use Provisions

Chapter 4 discusses permitted, prohibited and conditional uses in each of the environment designations as well as restrictions on specific uses.

Important points to remember:

- There are a spectrum of uses allowed along Oak Harbor's shoreline within the seven different environment designations. More intense uses are allowed on Oak Harbor's central shoreline area with more protective designations applying to Freund Marsh, Maylor Point, and Crescent Harbor.
- Boating facilities and marinas are generally relegated to the Maritime environment with key exceptions. Public and private piers are allowed in Urban Mixed Use environment as a conditional use and at Flintstone Park in the Urban Public Facility environment to accommodate a City pier. The Planning Commission has recommended that private piers and docks be permitted uses, rather than conditional uses, for single-family residences in the Urban Mixed Use environment.
- Water-dependent industry and manufacturing are allowed in the Maritime environment near the marina.
- Chapter 4 also places height, setback, and impervious surface limits on shoreline uses. Height is generally limited to 35 feet within shoreline jurisdiction, although a height of 55 feet can be permitted in the Maritime and the Urban Mixed Use environments if a view study is conducted. Setbacks are generally 50 feet, but are 75 feet in the Urban Public Facilities environment and 100 feet in the Conservancy environment. Setbacks can be averaged for residential uses when there is adjacent development that is closer.

Chapter 5 – Shoreline Modification Provisions

Modifications are actions taken to prepare the shoreline for a future use such as dredging, fill, or stabilization. Much of Chapter 5 deals with stabilization (bulkheads) for which the State has very specific requirements. The State strongly discourages new hard stabilization, such as bulkheads.

City of Oak Harbor City Council Agenda Bill

Important points to remember:

- In compliance with the State Guidelines, the Draft SMP allows hard stabilization (bulkheads) where it can be demonstrated that an existing, primary structure or use is in imminent danger from shoreline erosion, and that soft armoring methods (vegetation, anchored logs) are not feasible. Hard stabilization may also be allowed for new structures under certain conditions. Major repair of hard stabilization (50% or more of linear length) must meet the same requirements as new stabilization. Minor repairs of hard stabilization (less than 50% of linear length) are allowed outright.
- Specific standards apply to new overwater structures (piers, docks, floats, mooring balls/buoys) designed to limit their impact. For example, new private piers are limited to six feet in width and must have 24% open area to allow light to pass through. However, should Council accept the Planning Commission's recommendation to allow private piers and docks for single-family residences as permitted in the Urban Mixed Use Environment, these structures would need to be only four feet wide.

Chapter 6 – Administrative Provisions

Chapter 6 is the “process” portion of the document. It lays out roles and responsibilities for administering the plan and minimum requirements for submitting shoreline permits. Exemptions from permits are also called out. Limits are placed on the expansion of non-conforming development.

Important points to remember:

- The Draft SMP proposes that shoreline substantial development permits and conditional use permits undergo administrative (staff) review. The Hearing Examiner is the review authority for certain shoreline substantial development and conditional use permits, if recommended to him by the Administrator. The Hearing Examiner has sole authority over variances.
- Non-conforming structures and uses may only be expanded under certain circumstances. Non-conforming uses may be expanded one time at 50% of the floor area provided the expansion is not waterward into the shoreline setback. Non-conforming structures can be expanded or modified provided that the degree of non-conformity is not increased. All modifications which exceed 60% of the fair market value are required to conform with the Shoreline Master Program.

Chapter 7 – Definitions

Chapter 7 is the definitions section of the document. Staff has no particular comments on this chapter.

LEGAL REVIEW

Since the Planning Commission made their recommendation, there has been additional legal review of the Final Draft SMP document. The City Attorney advised that approximately 80 changes be made to the document. However, these changes are technical, rather than substantive in nature. For example, they make changes to definitions in Chapter 7, revise wording and grammar, and clear up ambiguities in language. They do not change the essential regulatory program which Planning Commission recommended to the Council. The proposed shoreline environment designations, allowed uses, building heights, setbacks, impervious surface limits, public access requirements, vegetation management requirements, stabilization requirements and requirements for overwater structures have remained unchanged. It is staff's belief that the legal changes, while important, do not change the structure of the Draft SMP or alter the Planning Commission's recommendation.

City of Oak Harbor City Council Agenda Bill

STANDING COMMITTEE REPORT

Staff met multiple times with the Governmental Services and Public Works standing committees to discuss the SMP update project, including four times before the Public Works Standing Committee and 12 times before the Governmental Services Standing Committee.

PLANNING COMMISSION REPORT

Planning Commission discussed the Draft Shoreline Master Program each month from April through September, 2012 and recommended approval of the document to City Council on September 25, 2012. As part of that action, the Planning Commission recommended that one change be made to the document which was to allow private piers and docks as permitted uses, instead of conditional uses, for single-family residences in the Urban Mixed Use Environment. Conditional uses require final approval by DOE, whereas permitted uses need only be approved by Oak Harbor staff. Council discussed this issue at their November 7, 2012 meeting. The general consensus was that Council supported the Planning Commission's recommendation that private piers and docks should be allowed as permitted uses in the Urban Mixed Use Environment for single-family residences. These changes have been incorporated into the Draft SMP document.

CONCLUSION

Staff recommends that City Council approve the Draft Shoreline Master Program as recommended by the Planning Commission. The new Shoreline Master Program will not take effect until DOE reviews and approves the document and Council formally approves an ordinance adopting the SMP. For now, staff requests that Council approve the attached Resolution No. 12-30 which satisfies the requirements of RCW 90.58 the "Shoreline Management Act."

RECOMMENDED ACTION

Staff recommends that the City Council approve Resolution No. 12-30 approving the Shoreline Master Program update and directing staff to forward the Shoreline Master Program update to the Washington State Department of Ecology for State Review and approval pursuant to WAC 173-26-110 and WAC 173-26-120.

ATTACHMENTS

The following attachments are available electronically on the internet at:

<http://www.oakharbor.org/uploads/documents/5138nov7smpupdate.pdf>

This is a large document and may take a few minutes to load.

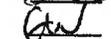
- Attachment A – Resolution no.12 - 30 approving the Shoreline Master Program update
- Attachment B – Draft Shoreline Master Program and attachments
- Attachment C – Shoreline Master Program: Public Involvement Summary

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

Bill No. AB 3
Date: November 20, 2012
Subject: 2013 - 2014 Budget Hearing

FROM: Doug Merriman
Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

A budget hearing to update Council on the status of the 2013-2014 Biennial Budget preparation.

AUTHORITY

RCW Chapter 35A.34 Biennial Budgets, also known as the municipal biennial budget act, and RCW 35.34.010 et seq. establish the sequence of specific public hearings, filing processes, and calendar benchmarks for code cities opting to budget under this chapter.

SUMMARY STATEMENT

Budget discussions and department meetings are in process as the Council packet is being developed. Current information will be provided to Council on Monday, November 19th.

FISCAL IMPACT DESCRIPTION

Funds Required: \$ Not Applicable
Appropriation Source: Not Applicable

STANDING COMMITTEE REPORT

This topic has not been presented to Standing Committees.

RECOMMENDED ACTION

1. Hold public hearing on 2013-2014 biennial budget.

ATTACHMENTS



NSF Grant Number: [illegible]

RESEARCH REPORT

Author: [illegible]

Abstract: [illegible]

1. Introduction: [illegible]

2. Methodology: [illegible]

3. Results: [illegible]

4. Discussion: [illegible]

5. Conclusion: [illegible]

References: [illegible]

Keywords: [illegible]

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

Bill No.

AB-4

Date:

November 20, 2012

Subject:

Resolution to Amend
Employee Policy Manual

FROM:

lll
Larry E. Cort, Interim City Administrator
Cheryl L. Lawler, Interim Human Resources Manager

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill proposes consideration of a Resolution to amend Section 4.06 of the Employee Policy Manual that was adopted on June 18, 2012. The proposed amendment would establish a procedure for considering extensions of interim appointments of department heads and city administrator.

AUTHORITY

The mayor shall have general authority to oversee administration of the personnel matters of the city. The city council recognizes that the management of the city and the administration of personnel are administrative matters and not legislative functions. For that reason, and also because there are complex and constantly changing state and federal regulations affecting city employees, it would be unwise, inefficient and impractical to attempt to incorporate all details of personnel policies in an ordinance, resolution or motion of the city council. Thus, the city council expressly authorizes and directs the mayor to adopt such additional or clarifying personnel policies by administrative actions. Such policies shall be in accordance with this chapter and shall be for the purpose of carrying out the goals and policies of this chapter. Such personnel policies shall not create rights in employment, but instead shall implement the personnel policies provided for in this chapter and other applicable ordinances. The mayor may incorporate personnel policies into a handbook or other informational document for employee use.

(1) Nothing in any handbook, manual or other informational document shall, nor shall any oral promises, assurances or other statements by city employees, officers or agents, be binding upon the city in personnel matters.

(2) The city reserves the right to modify personnel policies at any time and the same shall not be construed as guaranteeing or promising contract or property rights in employment with the city. (Ord. 1627 § 1, 2012).

City of Oak Harbor City Council Agenda Bill

FISCAL IMPACT DESCRIPTION

None anticipated

SUMMARY STATEMENT

On a motion by Councilmember Servatius and a second by Councilmember Severns, the City Council on October 18, 2012 requested that the staff bring forward a potential revision to the last paragraph of Section 4.06 of the Employee Policy Manual. This paragraph defines the length of interim/out-of-class assignments and the approval required to extend the assignment beyond that time period.

Following a discussion by the Council on November 7, 2012, the staff was asked to bring forward a Resolution that addresses interim department head (defined as the directors of public works, development services and finance, the city attorney, and the fire and police chiefs) and city administrator appointments. Specifically, the attached draft Resolution 12-27 limits Mayoral appointments for these positions to two terms of 90 calendar days each, with extensions subject to confirmation by a majority vote of the City Council.

STANDING COMMITTEE REPORT

This agenda bill was not presented to a standing committee.

RECOMMENDED ACTION

1. As appropriate, a motion to approve Resolution No. 12-27 to amend Section 4.06 Interim/Out-of-Class Assignments as currently written in Employee Policy Manual.

ATTACHMENT:

Draft Resolution No. 12-27

RESOLUTION NO. 12-27

A RESOLUTION TO AMEND SECTION 4.06 OF THE EMPLOYEE POLICY MANUAL,
INTERIM/OUT-OF-CLASS ASSIGNMENTS

WHEREAS, the Oak Harbor City Council adopted the Employee Policy Manual on June 18, 2012 by Resolution No. 12-14; and

WHEREAS, the City Council desires to amend Section 4.06 of the Employee Policy Manual to require majority Council approval for extensions of interim department head and city administrator appointments;

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

The last paragraph of Section 4.06 of the City of Oak Harbor Employee Policy Manual, adopted originally by Resolution No. 12-14 on June 18, 2012 and last amended by Resolution No. 12-21 on October 16, 2012, is hereby amended in accordance with the following:

Interim/out-of-class assignments are generally limited to ninety (90) business calendar days. Extensions require approval by the Mayor or City Administrator. Interim department head (defined as the directors of public works, development services and finance, the city attorney, and the fire and police chiefs) and city administrator appointments by the Mayor are limited to two terms of ninety (90) calendar days each. Extensions beyond two terms requires confirmation by a majority vote of the City Council.

PASSED by the City Council this 20th day of November, 2012.

CITY OF OAK HARBOR

Scott Dudley, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO
1100 SOUTH EAST ASIAN LIBRARY
5800 S. UNIVERSITY AVENUE
CHICAGO, ILL. 60637

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

Bill No. AB 5
Date: November 20, 2012
Subject: Wastewater Treatment Plant
Field Study Results

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill proposes adoption of a resolution related to expanding the boundaries of the Windjammer Vicinity to include adjacent (Freund) property.

On October 16, 2012, City Council directed staff to include the Freund property in field work proposed in Carollo Consultant Agreement Amendment #5 for the Wastewater Facility Plan. The attached presentation and reports are the results of that effort and are intended to assist City Council in their decision on whether the Windjammer Vicinity should be expanded to include the Freund property.

AUTHORITY

The City has authority under RCW 35A.11.020 to render governmental services including operating and supplying of utilities and municipal services commonly or conveniently rendered by cities or towns. The authority to provide sewer services is found in RCW 35.21.210 Chapter 35.67. Planning for those services as may be required under WAC 173-240 is included in this authority.

FISCAL IMPACT DESCRIPTION

Funds Required: none

Appropriation Source: n/a

SUMMARY STATEMENT

City Council approved an agreement with Carollo Engineers for the development of a facilities plan for a new wastewater treatment plant on August 4, 2010. With Carollo's assistance, the City and its citizens engaged in a two year long process to evaluate potential sites and technologies for a new wastewater treatment plant. On August 14, 2012, the City Council selected the Windjammer Vicinity as the site for a new MBR wastewater treatment plant.

On October 16, 2012, City Council approved contract Amendment #5 with Carollo Engineers to perform additional field work in the Windjammer Vicinity including an adjacent (Freund) property. The attached reports detail the findings of the field work. The intent of the field studies performed by

City of Oak Harbor City Council Agenda Bill

Carollo is to assist the City in determining the most suitable location for a new wastewater treatment plant (which requires between three to four acres) within the Windjammer Vicinity (which is over 50 acres).

In order to better understand cost and technical differences between the Windjammer Vicinity and the Freund property, Carollo has prepared the attached presentation comparing the following three siting options:

1. Windjammer Vicinity, Charrette (as presented at the August 14th City Council Meeting)
2. Freund Property
3. Windjammer Vicinity, Alternate (as presented at the August 14th City Council Meeting)

The three siting options were compared based on a number of factors that influence cost:

1. Land acquisition

Based solely on assessed value, the Freund property is significantly lower in cost to acquire.

2. Architecture/aesthetics and need to blend with the surrounding environment

Although there are clear differences between the sites, architectural costs are expected to be similar.

3. Special structure requirements

Windjammer (Charrette) option requires special structural design to be constructed under what is expected to be the extension of Bayshore Drive. These costs are reduced with the other options.

4. Special geotechnical requirements (report attached)

Northern and western portions of the Windjammer Vicinity are favorable from a geotechnical perspective. Deeper depth to solid soils, and higher groundwater were identified at the Freund property. These conditions will increase the cost for geotechnical design and construction.

5. Wastewater/effluent conveyance requirements

Additional pipeline length increases cost of this item, and increases the risk of potential mitigation for cultural resources.

6. Sitework requirements, including:

- a. Clearing/demolition
- b. Stormwater management
- c. Flood protection
- d. Wetland mitigation

Considering site-specific requirements, the Freund property has the highest cost due primarily to flood protection and wetland mitigation.

The field work indicates that all three of the proposed sites are feasible. Costs associated with each option can be found in the attached presentation. In general, technical differences between the three siting options result in offsetting costs. In addition, the Freund property presents additional risks associated with environmental permitting and flood protection. Staff recommends special consideration of these factors when selecting the final location for the facility.

City of Oak Harbor City Council Agenda Bill

STANDING COMMITTEE REPORT

This item was discussed at the November 1, 2012 Public Works Standing Committee meeting and at the November 13, 2012 Government Services Standing Committee meeting.

RECOMMENDED ACTION

A motion to either adopt Resolution 12-33 to proceed with the Facility Plan as directed by Resolution 12-17 or adopt Resolution 12-34 to incorporate the adjacent property and proceed with the TBL+ analysis and public process associated with including the adjacent property.

ATTACHMENTS

Resolution 12-33

Resolution 12-34

Attachment 1 - Technical/Cost Presentation

Attachment 2 - Survey Map

Attachment 3 - Environmental Memorandum

Attachment 4 - Geotechnical Memorandum

RESOLUTION NO. 12-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, DIRECTING THE PREPARATION OF A WASTEWATER FACILITY PLAN WHICH WOULD PLACE A NEW WASTEWATER TREATMENT PLANT IN THE AREA IDENTIFIED AS "WINDJAMMER VICINITY" AS DEFINED BY CITY OF OAK HARBOR RESOLUTION 12-17.

WHEREAS, The City of Oak Harbor has determined that it requires additional capacity for wastewater treatment for the projected 2017 population forecast; and

WHEREAS, The flow to the Seaplane Base Lagoon Wastewater Treatment Plant has exceeded 85% of the plant capacity for more than three months in a row, triggering a need to prepare an Engineering Facility Plan to provide for future growth; and

WHEREAS, In recognition of this determination, the City of Oak Harbor is required by Wastewater Treatment NPDES Permit No. WA_002056-7 to prepare a Wastewater Facility Plan for future wastewater treatment capacity to meet future growth; and

WHEREAS, The City of Oak Harbor and its citizens have engaged in a two year long process to evaluate potential sites and technologies for a new wastewater treatment facility; and

WHEREAS, This process has resulted in a number of actions by the City Council, including the approval of various resolutions; and

WHEREAS, The approval of Resolution No. 12-17 on August 14, 2012 resulted in the selection of the vicinity around Windjammer Park east of Beeskma Drive as the location for a new MBR wastewater treatment plant; and

WHEREAS, this area is commonly referred to as "Windjammer Vicinity" in the context of the location for a new wastewater treatment plant; and

WHEREAS, subsequent to the approval of Resolution No. 12-17, City staff was approached by the owner of vacant property which is adjacent to area that was identified in Resolution No. 12-17 who suggested that the City consider this vacant property as a location for a new wastewater treatment plant; and

WHEREAS, on October 16, 2012, City Council approved Contract Amendment No. 5 with Carollo Engineers which directed Carollo Engineers to evaluate site-specific technical and cost differences associated with potentially locating a wastewater treatment plant on the proposed adjacent property compared to locating a wastewater treatment plant in the "Windjammer Vicinity" as defined by Resolution No. 12-17; and

WHEREAS, The comparative analysis outlined differences associated with wastewater and treated effluent conveyance, geotechnical and groundwater issues, environmental issues and other relevant technical considerations; and

WHEREAS, The analysis determined that it is feasible to construct a wastewater treatment plant on the proposed new site; and

WHEREAS, The construction costs to build a wastewater treatment plant on the proposed new site are similar to the construction costs to build a wastewater treatment plant on the Windjammer Vicinity site identified in Resolution 12-17 and the City will not realize a significant financial benefit by building a wastewater treatment plant on the proposed new site; and

WHEREAS, the proposed adjacent property has not received the same review and consideration by the public as the Windjammer Vicinity site has; and

WHEREAS, A public review process is necessary prior to including the proposed adjacent property in the Wastewater Facility Plan; and

WHEREAS, Modifying the boundaries of the Windjammer Vicinity to include this adjacent property and completing the associated public process will require an amendment to the contract with Carollo Engineers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, RESOLVES AS FOLLOWS:

That the benefits of modifying the Windjammer Vicinity to include the adjacent property for a wastewater treatment plant do not outweigh the additional costs associated with the public review process; and

That City staff and Carollo Engineers are directed to prepare a Wastewater Facility Plan to site a new wastewater treatment plant in the "Windjammer Vicinity" as defined in Resolution 12-17 adopted on August 14, 2012.

PASSED and approved by the City Council this ____ day of _____, 2012.

THE CITY OF OAK HARBOR

Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

RESOLUTION NO. 12-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, DIRECTING THE EXPANSION OF THE AREA IDENTIFIED AS "WINDJAMMER VICINITY" AS DEFINED BY CITY OF OAK HARBOR RESOLUTION 12-17 FOR THE LOCATION OF A NEW WASTEWATER TREATMENT PLANT.

WHEREAS, The City of Oak Harbor has determined that it requires additional capacity for wastewater treatment for the projected 2017 population forecast; and

WHEREAS, The flow to the Seaplane Base Lagoon Wastewater Treatment Plant has exceeded 85% of the plant capacity for more than three months in a row, triggering a need to prepare an Engineering Facility Plan to provide for future growth; and

WHEREAS, In recognition of this determination, the City of Oak Harbor is required by Wastewater Treatment NPDES Permit No. WA_002056-7 to prepare a Wastewater Facility Plan for future wastewater treatment capacity to meet future growth; and

WHEREAS, The City of Oak Harbor and its citizens have engaged in a two year long process to evaluate potential sites and technologies for a new wastewater treatment facility; and

WHEREAS, This process has resulted in a number of actions by the City Council, including the approval of various resolutions; and

WHEREAS, The approval of Resolution No. 12-17 on August 14, 2012 resulted in the selection of the vicinity around Windjammer Park east of Beeksma Drive as the location for a new MBR wastewater treatment plant; and

WHEREAS, this area is commonly referred to as "Windjammer Vicinity" in the context of the location for a new wastewater treatment plant; and

WHEREAS, subsequent to the approval of Resolution No. 12-17, City staff was approached by the owner of vacant property which is adjacent to area that was identified in Resolution No. 12-17 who suggested that the City consider this vacant property as a location for a new wastewater treatment plant; and

WHEREAS, on October 16, 2012, City Council approved Contract Amendment No. 5 with Carollo Engineers which directed Carollo Engineers to evaluate site-specific technical and cost differences associated with potentially locating a wastewater treatment plant on the proposed adjacent property compared to locating a wastewater treatment plant in the "Windjammer Vicinity" as defined by Resolution No. 12-17; and

WHEREAS, The comparative analysis outlined differences associated with wastewater and treated effluent conveyance, geotechnical and groundwater issues, environmental issues and other relevant technical considerations; and

WHEREAS, The analysis determined that it is feasible to construct a wastewater treatment plant on the proposed new site; and

WHEREAS, The construction costs to build a wastewater treatment plant on the proposed new site are similar to the construction costs to build a wastewater treatment plant on the Windjammer Vicinity site identified in Resolution 12-17; and

WHEREAS, the proposed adjacent property has not received the same review and consideration by the public as the Windjammer Vicinity site has; and

WHEREAS, A public review process is necessary prior to including the proposed adjacent property in the Wastewater Facility Plan; and

WHEREAS, City Council has determined that the proposed new site offers some unique opportunities and there is benefit in performing a TBL+ analysis and engaging the public regarding the proposed new site; and

WHEREAS, Modifying the boundaries of the Windjammer Vicinity to include this adjacent property and completing the associated public process will require an amendment to the contract with Carollo Engineers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, RESOLVES AS FOLLOWS:

That there are unique opportunities and benefits to modifying the "Windjammer Vicinity" to include the adjacent property for a wastewater treatment plant that warrant further review and consideration by the public; and

That City staff and Carollo Engineers are directed to bring forward an amendment to Carollo Engineers' contract to prepare a TBL+ analysis of the proposed new site and to engage the public in a review of the site.

PASSED and approved by the City Council this ____ day of _____, 2012.

THE CITY OF OAK HARBOR

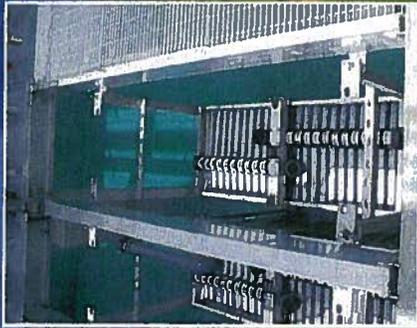
Mayor

Attest:

City Clerk

Approved as to Form:

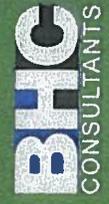
City Attorney



Oak Harbor Facilities Plan

City Council Meeting

November 20, 2012



Tonight's Agenda/Objectives

1. Review scope and purpose of Amendment 5
2. Present results of field work completed through Amendment 5
 - Topographical Survey
 - Environmental Assessment
 - Geotechnical Borings
3. Summarize estimated cost impacts
4. Gain direction from Council on next steps:
 - Resolution 12-33: Complete Facilities Plan for Windjammer Vicinity as defined by Resolution 12-17
 - Resolution 12-34: Expand Windjammer Vicinity to include adjacent property and complete Facilities Plan

Resolution 12-17 (August 14, 2012)

- Proceed with Facilities Plan based on Windjammer Vicinity
- Minimize space impacts on Windjammer Park to the extent possible
- Continue public process:
 - Define the best location within the Windjammer Vicinity
 - Define layout and other desirable features based on the final location



Amendment 5 Scope and Purpose

- Technical detail to help select the best location (3 to 4 acres) for the new WWTP
- Field work including:
 - Phase 1 topographical survey to establish elevations and flood protection requirements
 - Environmental assessment to better define permitting and wetland mitigation requirements
 - Geotechnical borings to characterize soils, better estimated design requirements and cost

October 16, 2012 City Council Direction

- Include adjacent property (Freund property) in scope of Amendment 5

Does Freund property provide technical/cost advantages relative to Windjammer Vicinity?



Amendment 5 Current Status

- Phase 1 survey work complete (Attachment 1)
- Environmental assessment completed based on October 30, 2012 site visit (Attachment 2)
- Geotechnical borings completed on October 30 and 31 (Attachment 3)
- Additional engineering analysis completed to compare three sites
 - Windjammer Vicinity (Charrette)
 - Freund
 - Windjammer Vicinity (Alternate)

Field Work Summary

Phase 1 Topographical Survey



Regulations for Floodplain Development

- Orange Book (Criteria for Sewage Works Design, '08)
 - G2-1.5.2 Flood Protection: Locate unit processes above the 100-year flood/wave action or adequately protect from 100-year flood/wave action
- Oak Harbor Municipal Code 17.20
 - 17.20.190(2) Nonresidential Construction: Locate construction above the base flood elevation or floodproof structure to 1 ft above base flood elevation
 - 17.20.190(3) Critical Facilities:
 - Construction permissible if no feasible alternative
 - Lowest floor > 3 feet above base flood elevation

Summary of Flood Protection Requirements

- Portions (or all) of sites being considered lie within 100-year flood plain (12.5 NAVD 88)
 - Recommend elevating grade and/or structures to 13.5
 - Additional protection for “critical facilities” (e.g. electrical)
- Southern portions of Windjammer Vicinity sites must be elevated approximately 3 feet
 - Retaining wall or sloped fill
- Existing grade at Freund property is an average of ~6.5 feet below 100-year flood elevation
 - Retaining wall/levee
 - Fill site
 - New/improved access to site is needed
- 100-year flood elevation [+12.5] more conservative than Mean Higher High Water (MHHW) + sea level rise [approx. + 11.3]

Field Work Summary Environmental Assessment



Summary of Environmental Assessment

- Wetland ditches at both Windjammer (Charrette) and Freund sites
- Federal, state, Oak Harbor permit approvals required for wetland fill/buffer impacts
- Windjammer (Charrette) Site
 - Wetland ditch along southern boundary may be filled as result of project
 - Mitigation costs estimated between \$150,000 and \$275,000
 - Risk of delays and/or cost increases relatively low (limited tidal water connection)
- Freund Site
 - Wetland ditches along boundaries would be filled as result of project
 - Site adjacent to mitigation wetland; portion may be filled for access
 - Mitigation costs estimated from \$400,000 to \$800,000
 - Risk of delays and/or cost increases relatively high (tidal water connection; impact to previous mitigation wetland)

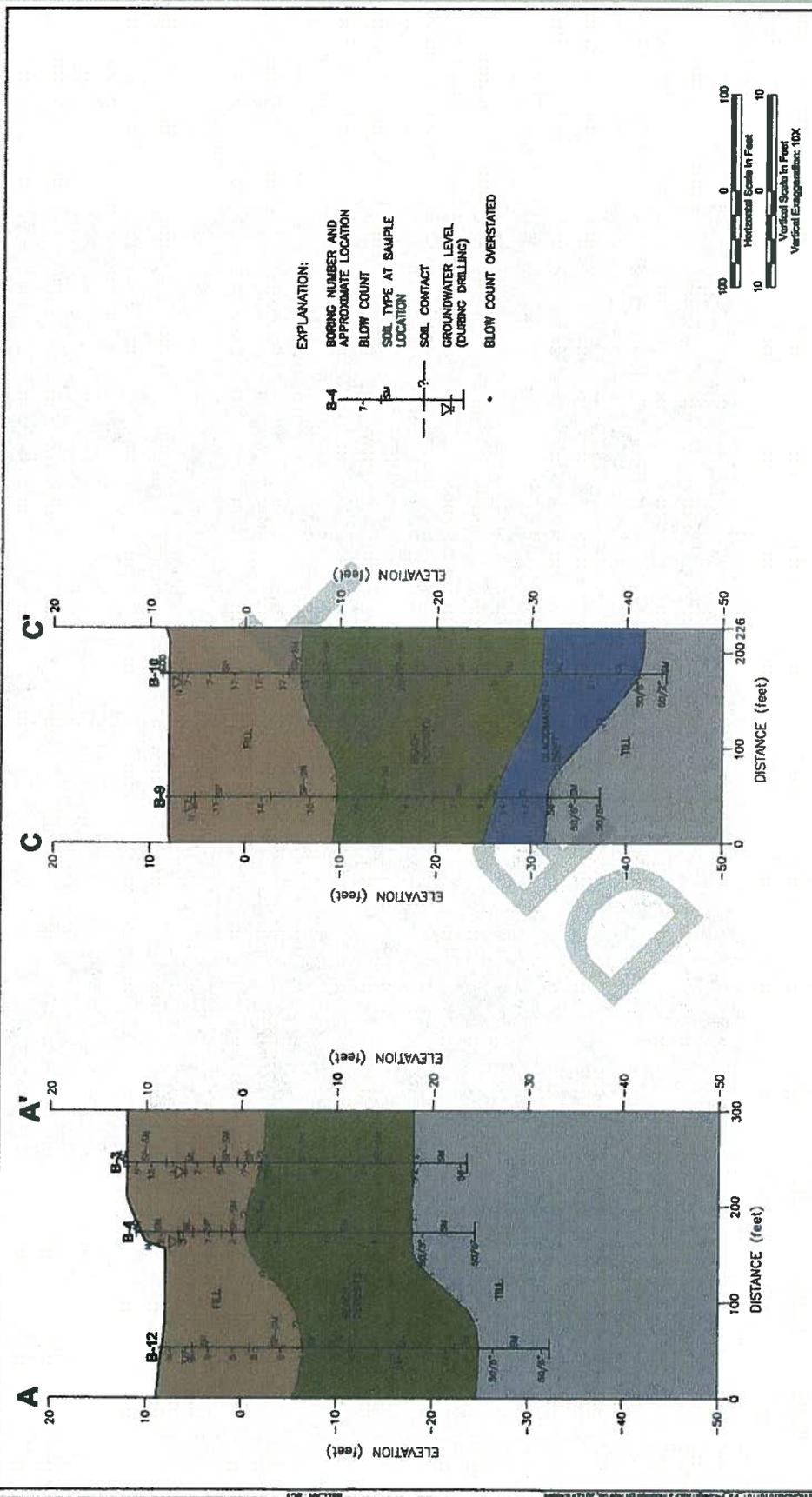
Field Work Summary Geotechnical Assessment



Geotechnical Boring Site Plan



Geotechnical Cross Sections



Cross Sections A-A' and C-C'

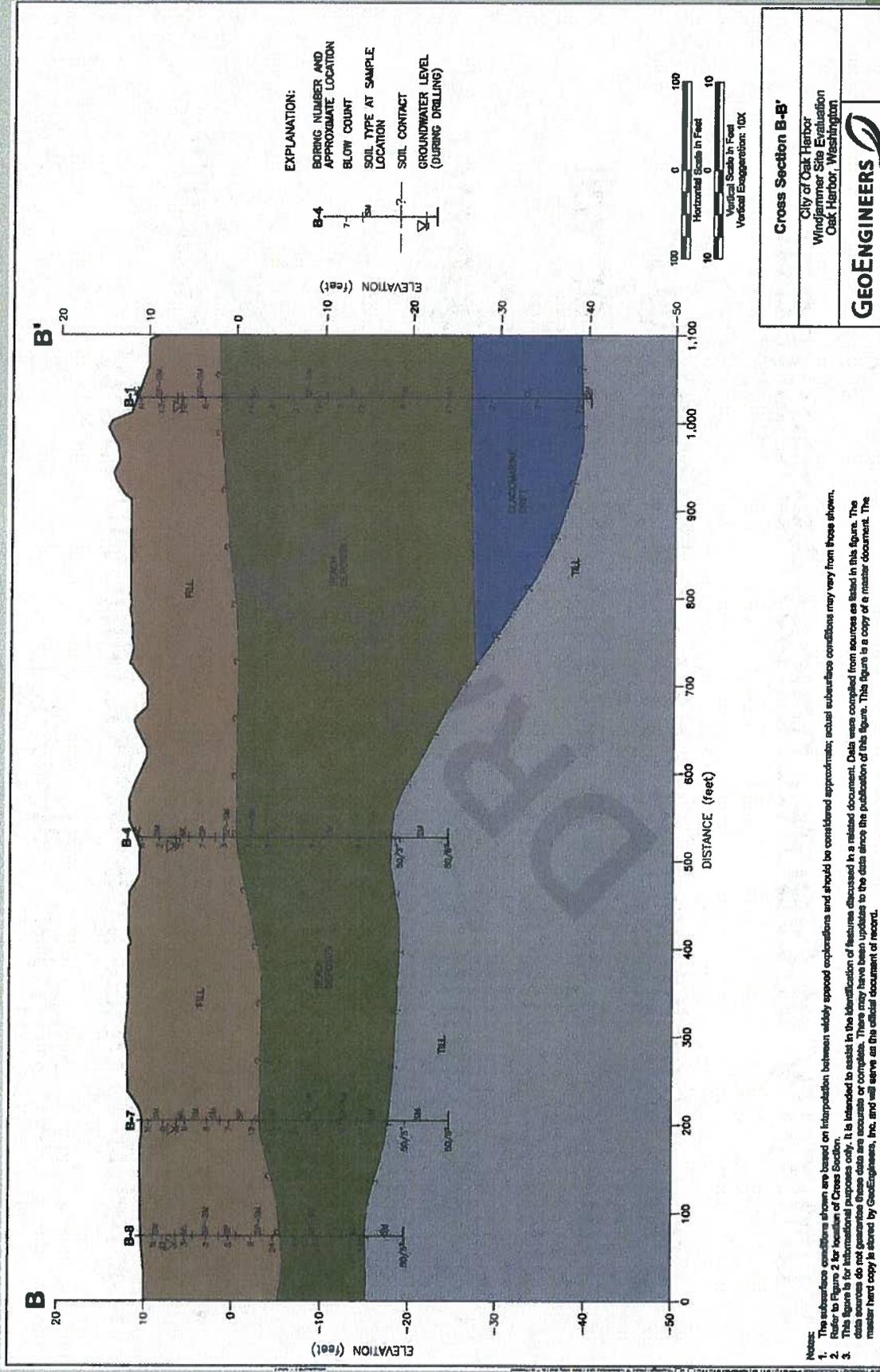
City of Oak Harbor
 Windhammer Site Evaluation
 Oak Harbor, Washington

GEOENGINEERS

Notes:

1. The subsurface conditions shown are based on interpolation between widely spaced explorations and should be considered approximate; actual subsurface conditions may vary from those shown.
2. Refer to Figure 2 for location of Cross Section.
3. This figure is for informational purposes only. It is intended to assist in the identification of features discussed in a related document. Data were compiled from sources as listed in this figure. The data do not guarantee the accuracy or completeness of the information. These data are accurate as compiled. There may have been updates to the data since the publication of this figure. This figure is a copy of a master document. The master hard copy is stored by Geoengineers, Inc. and will serve as the official document of record.

Geotechnical Cross Sections



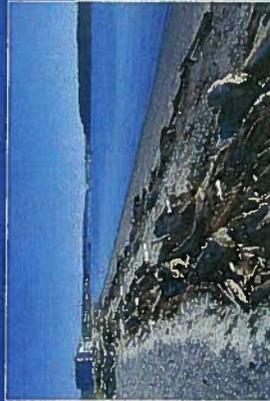
Cross Section B-B'
 City of Oak Harbor
 Windjammer Site Evaluation
 Oak Harbor, Washington

GeoENGINEERS

Summary of Geotechnical Assessment

- Ground improvements needed at all sites
- Dewatering, shoring, and flood protection will also impact cost
- Sites to north, west and center of Windjammer Vicinity are preferred
 - Highest ground elevation
 - Shallowest to till (25 to 30 feet)
- Park site: deeper to till; additional flood control
- Freund, east sites most difficult/costly
 - Lowest ground elevation
 - Deepest to till (40+ feet)

Cost Comparison



Windjammer Charrette Concept Conceptual Plan View (August 14, 2012)

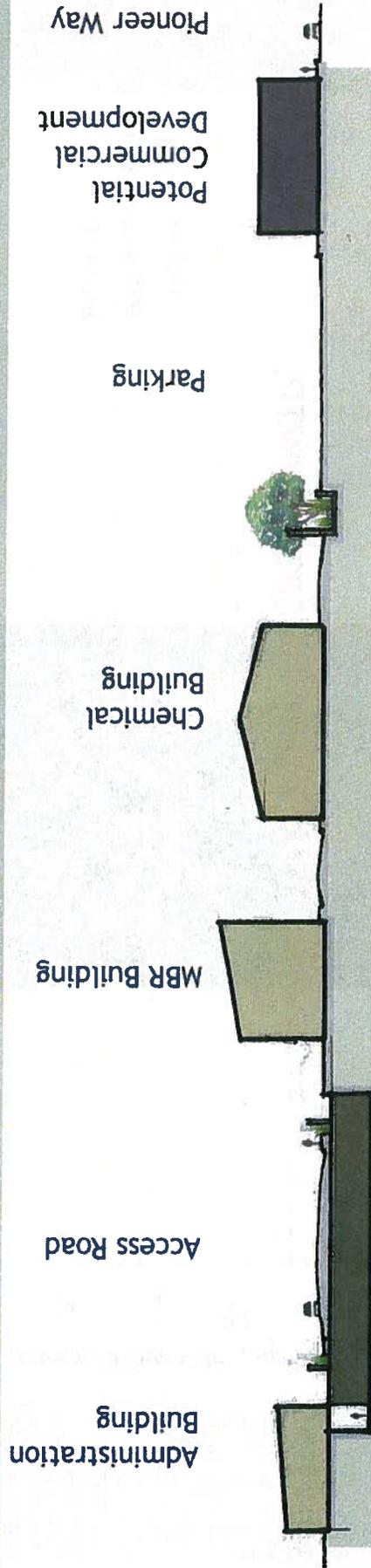


Building Key

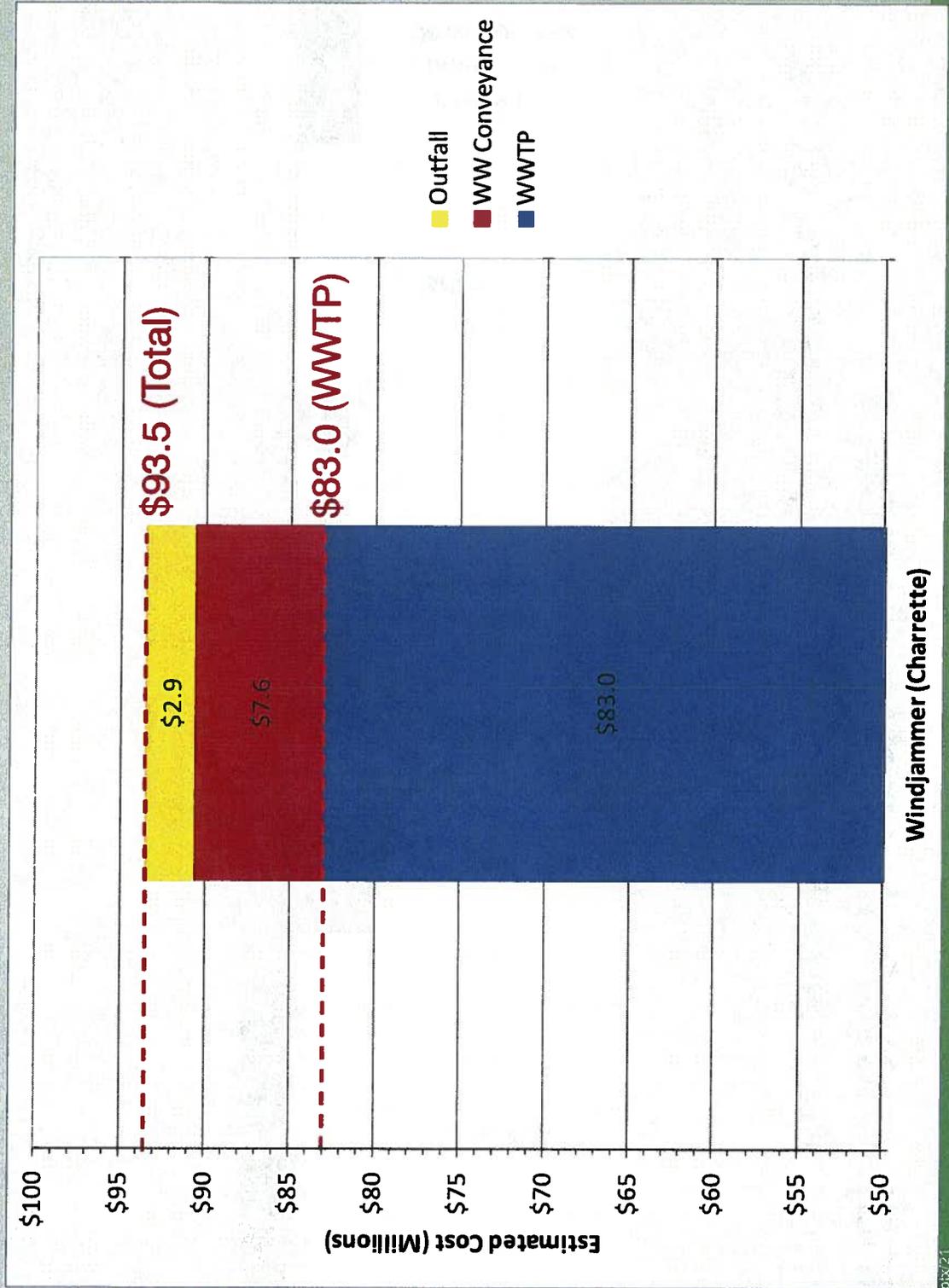
- ① Potential Community Building (cost not included)
- ② Administration Building
- ③ Maintenance Shop
- ④ Headworks
- ⑤ Aeration Basins (buried beneath road)
- ⑥ Membrane Bioreactor (MBR) Building
- ⑦ Mechanical Building
- ⑧ Electrical Building
- ⑨ Chemical Building
- ⑩ Solids Building
- ⑪ Odor Control Building



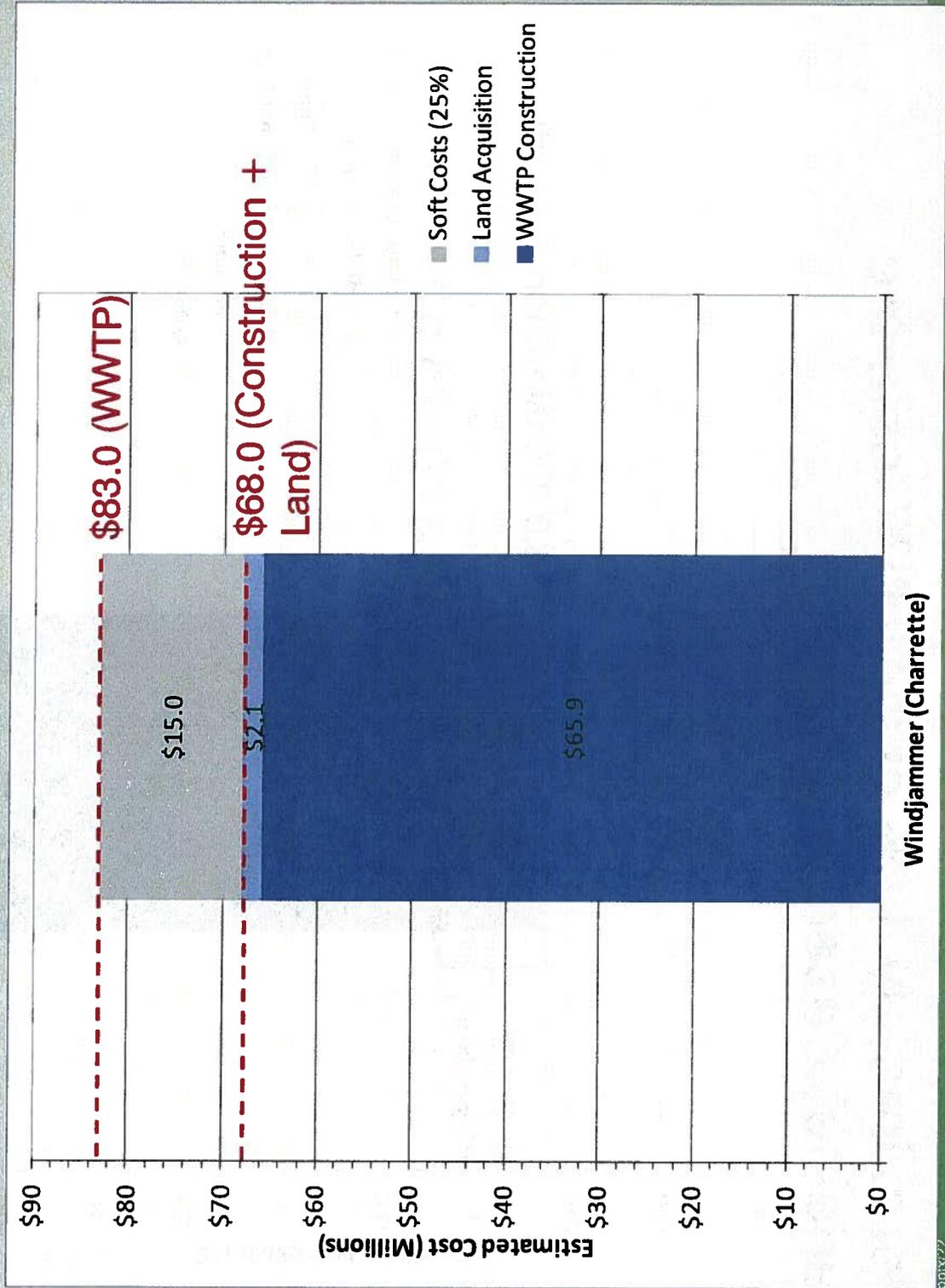
Windjammer Charrette Concept Conceptual Site Section View (August 14, 2012)



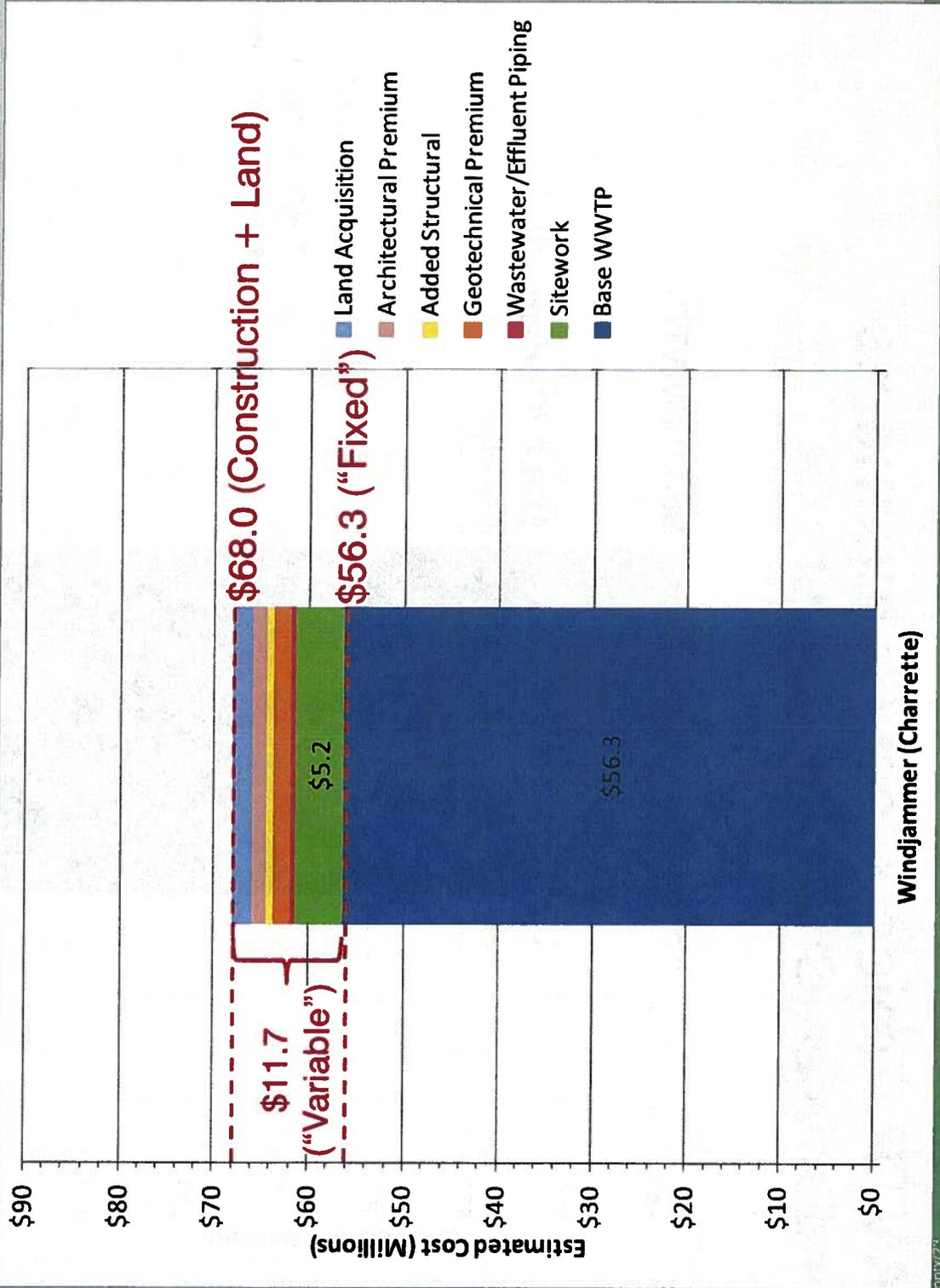
Total Project Cost Components Windjammer (Charrette) Layout



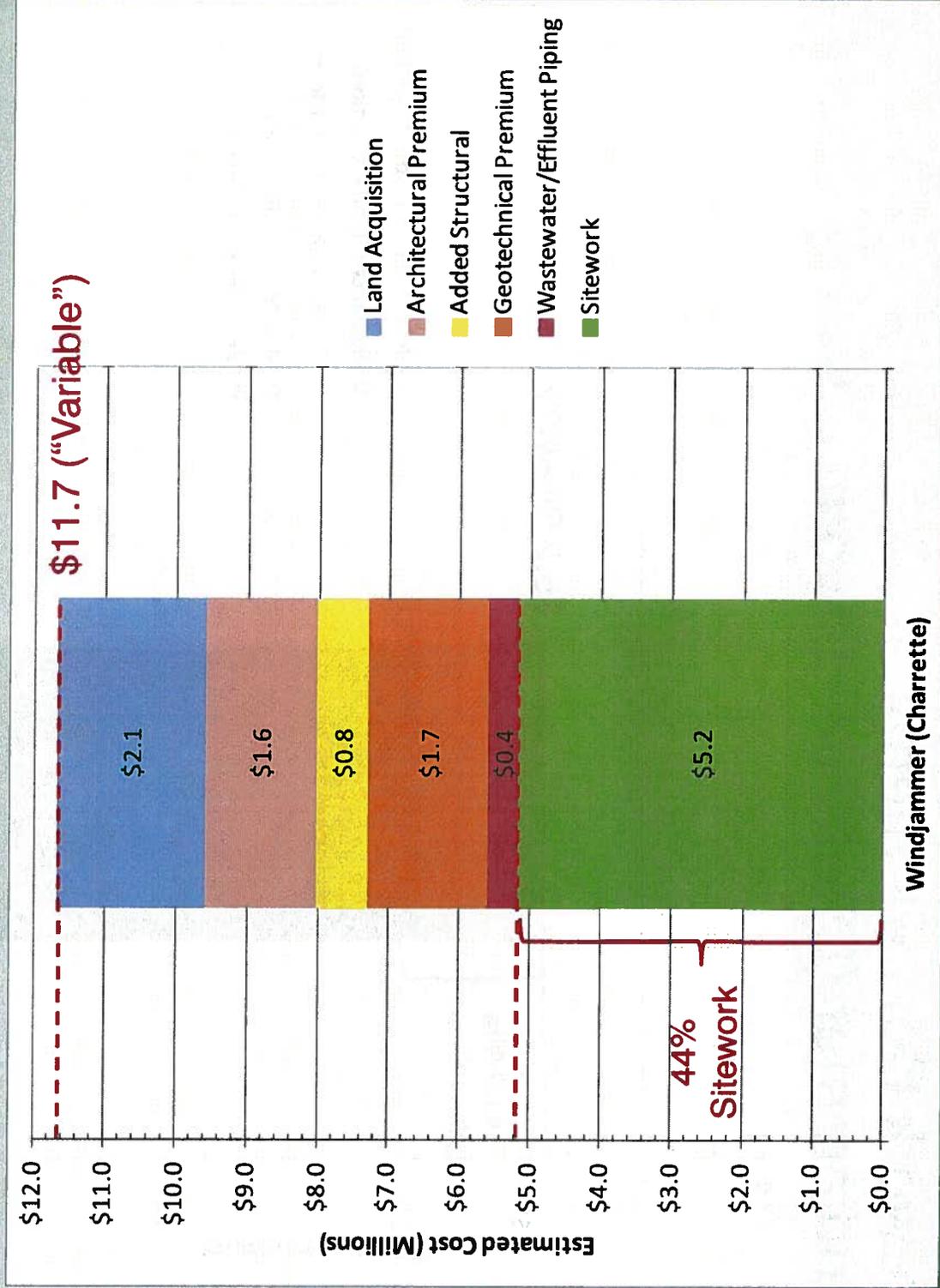
WWTP Project Cost Components Windjammer (Charrette) Layout



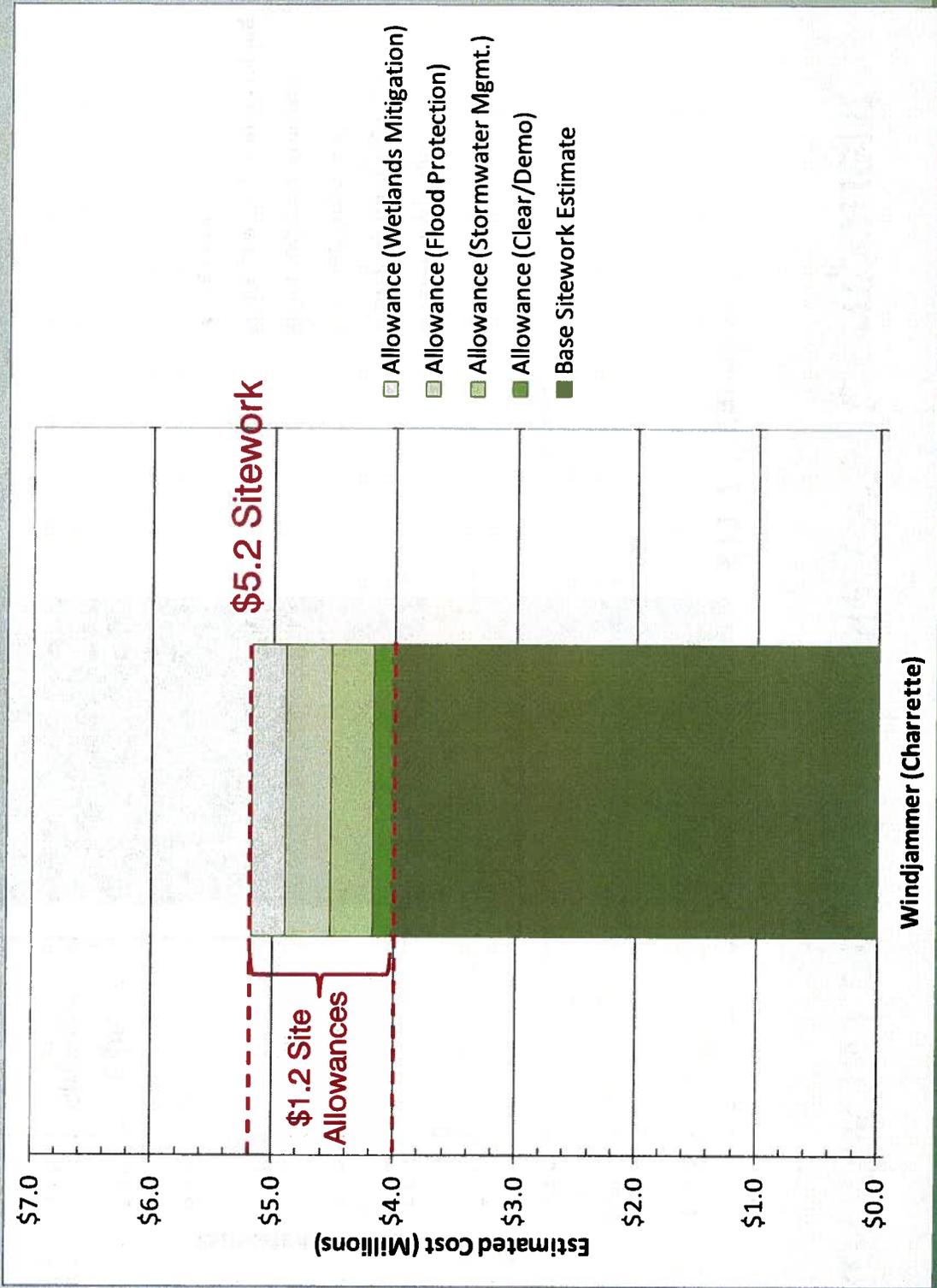
Approximately 17% of WWTP Costs are “Variable” Based on Site



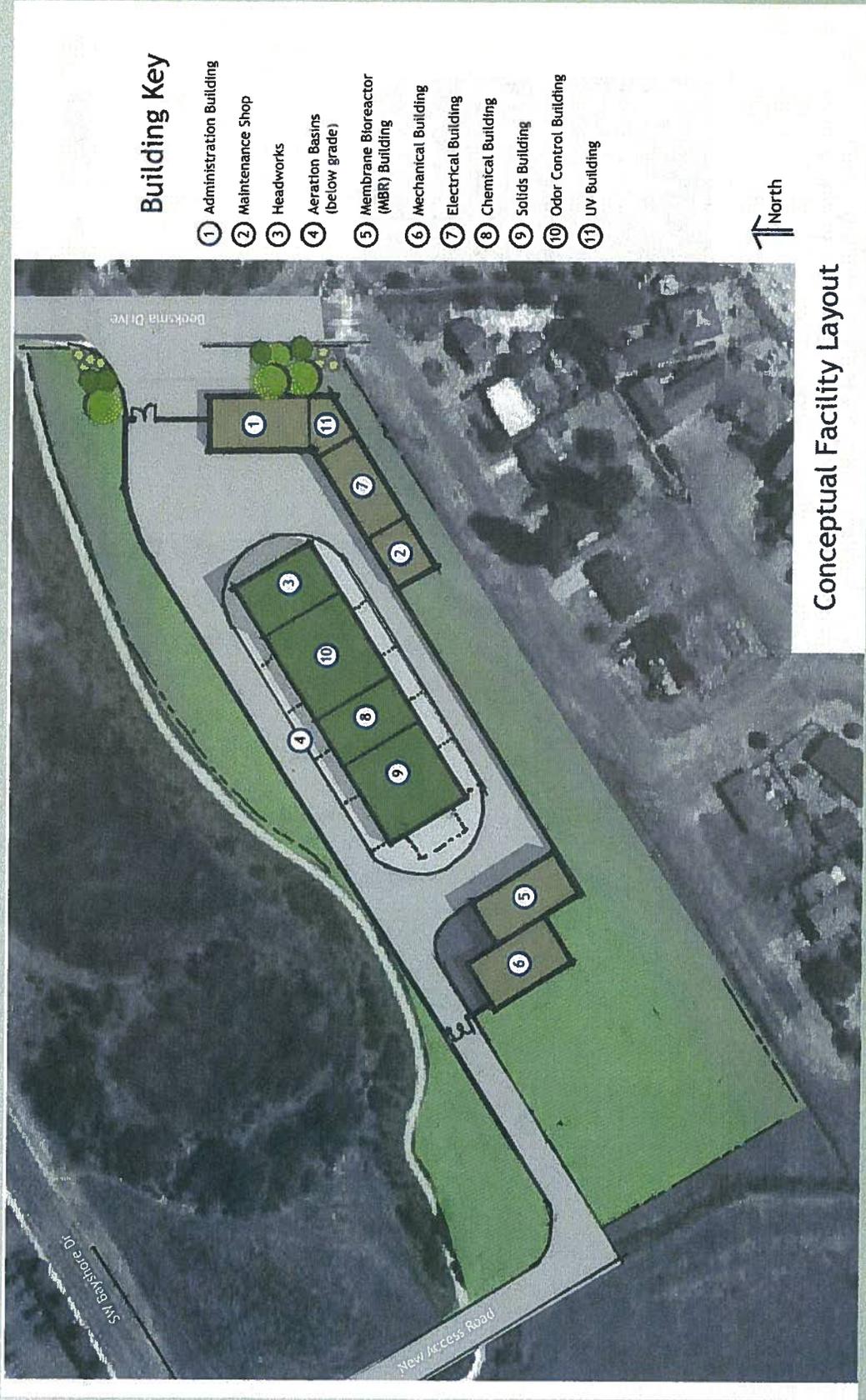
Sitework is Largest Variable Cost Component



Sitework Cost Elements Windjammer (Charrette) Layout



Property Adjacent to Windjammer Vicinity Conceptual Plan View



Building Key

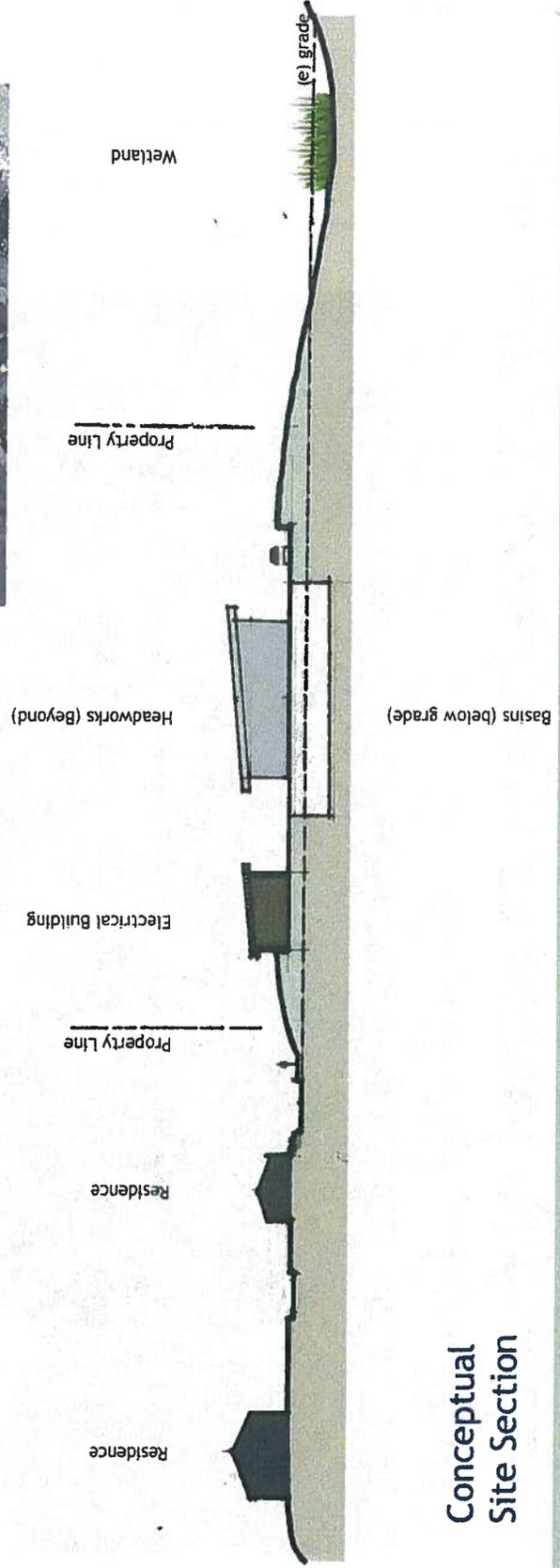
- ① Administration Building
- ② Maintenance Shop
- ③ Headworks
- ④ Aeration Basins (below grade)
- ⑤ Membrane Bioreactor (MBR) Building
- ⑥ Mechanical Building
- ⑦ Electrical Building
- ⑧ Chemical Building
- ⑨ Solids Building
- ⑩ Odor Control Building
- ⑪ UV Building



Conceptual Facility Layout

Property Adjacent to Windjammer Vicinity Conceptual Site Section View

Key Plan



Conceptual
Site Section

0hs101-8594.pptx/27

Offsetting Costs for Alternate (Freund) Property Relative to Windjammer (Charrette) Layout

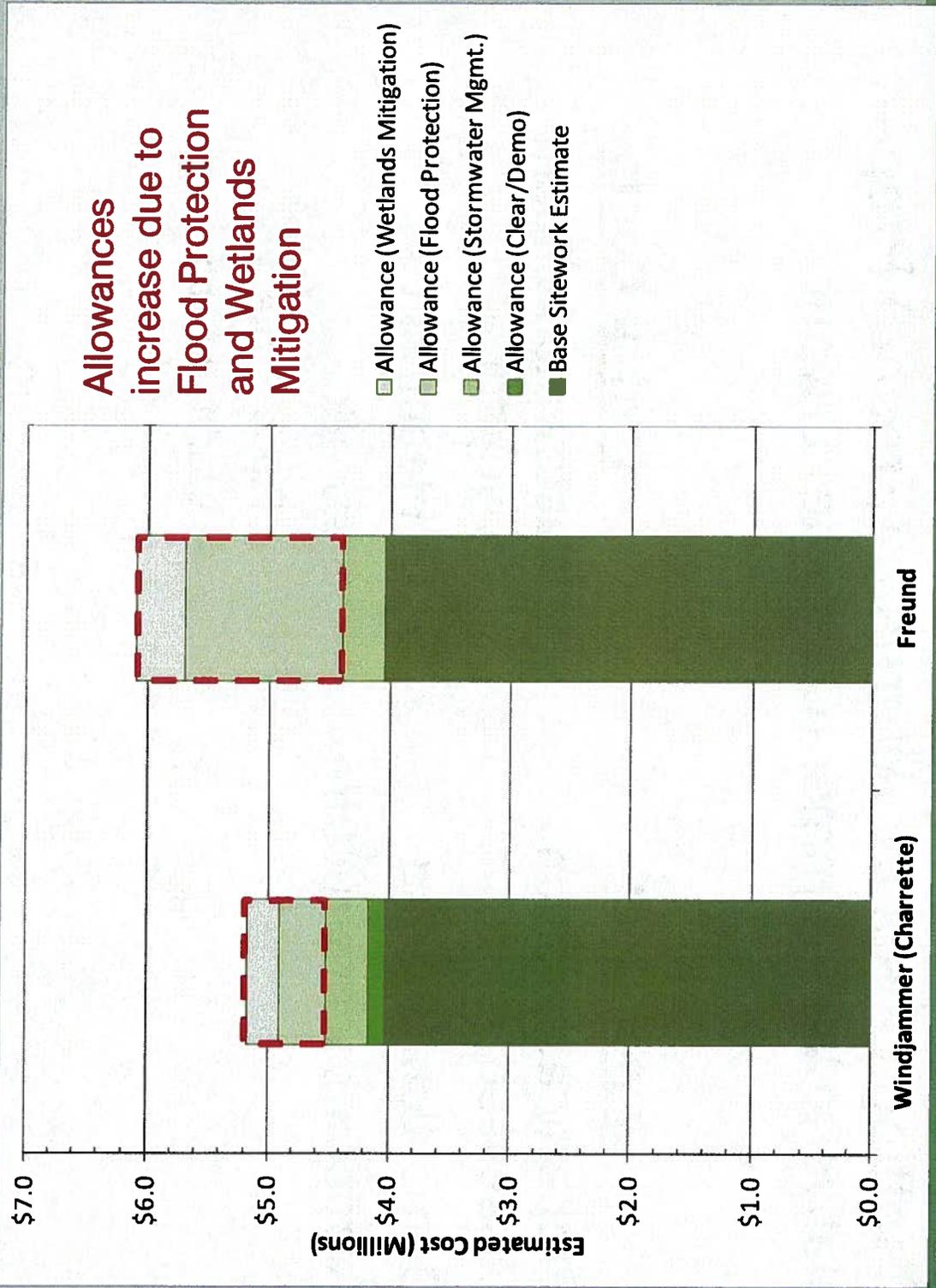
Lower Cost

- Property acquisition (Assessed value)
- Demolition/clearing
- Aeration basin structure

Higher Costs

- Wastewater/effluent conveyance
- Geotechnical
- Sitework
 - Flood Protection
 - Wetland Mitigation

Sitework Cost Element Comparison Windjammer (Charrette) & Freund Layouts



Windjammer Alternate Concept Conceptual Plan and Perspective View (8/14/12)



Lower Costs for Windjammer (Alternate) Layout Relative to Windjammer (Charrette) Layout

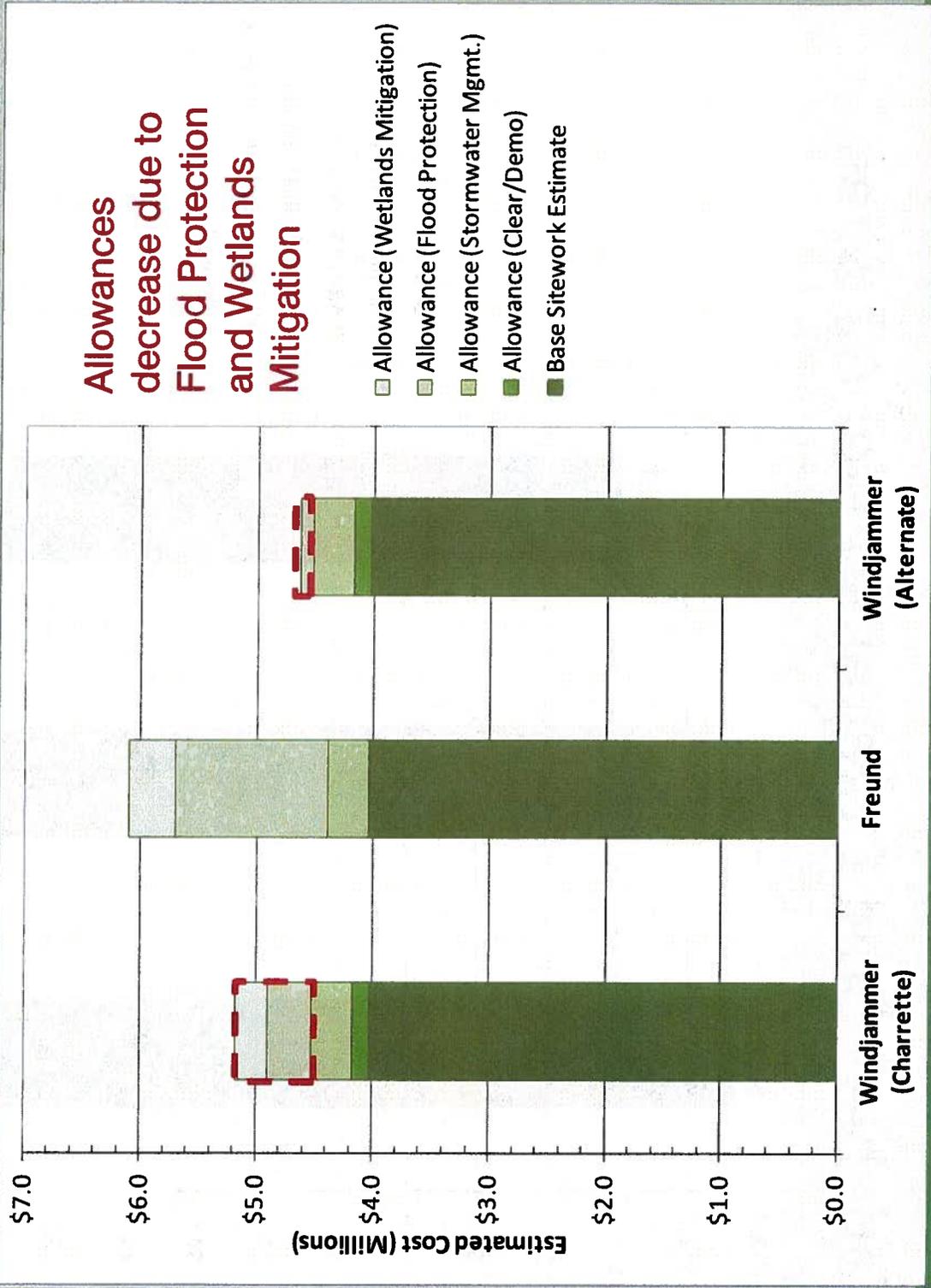
Same Cost

- Property acquisition (Assessed value)
- Demolition/clearing
- Wastewater/effluent conveyance

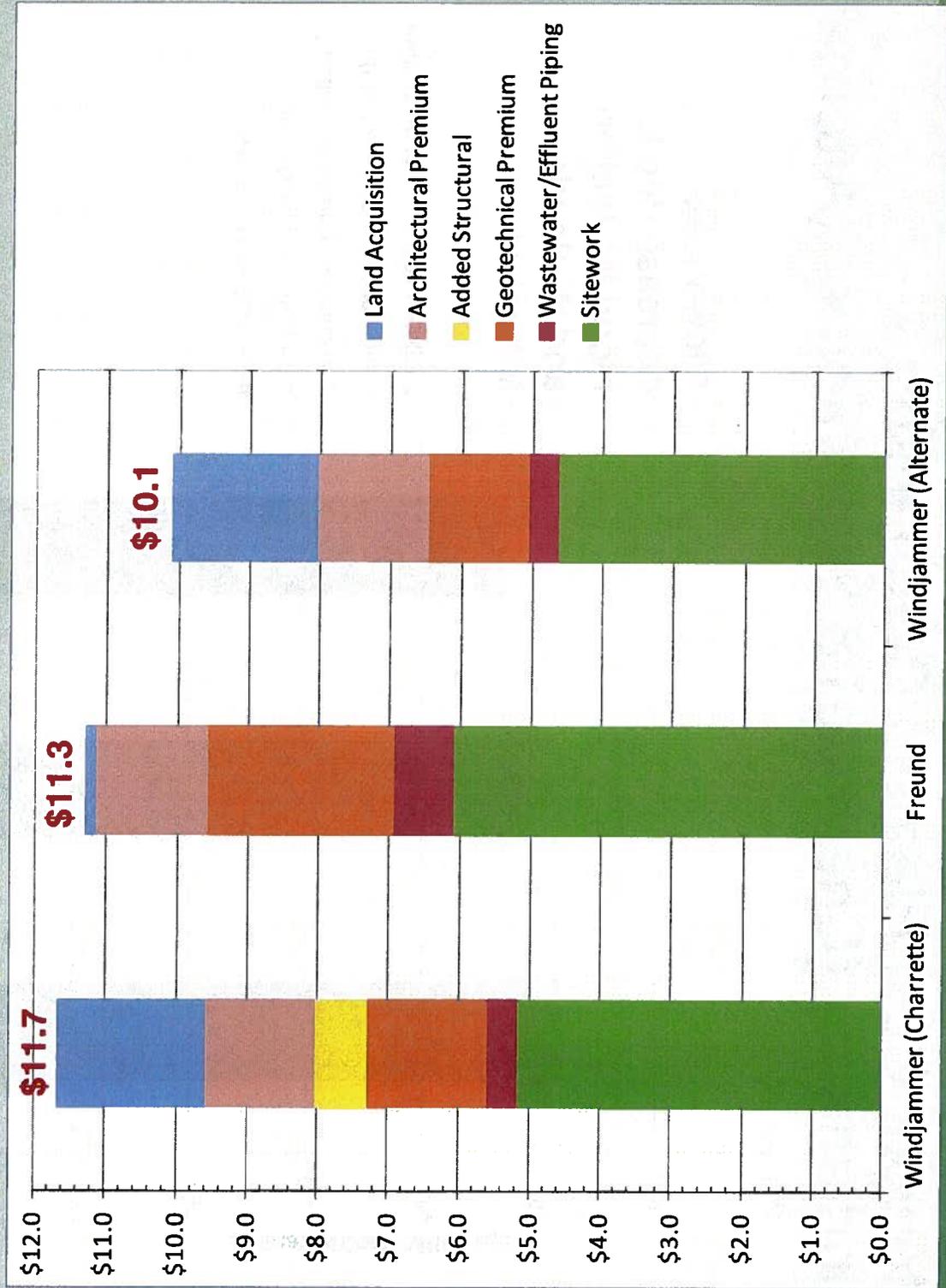
Lower Costs

- Aeration basin structure
- Geotechnical
- Sitework
 - Flood Control
 - Wetland Mitigation

Sitework Cost Element Comparison Windjammer (Charrette) & Windjammer (Alternate)



“Variable” Cost Comparison for All Sites

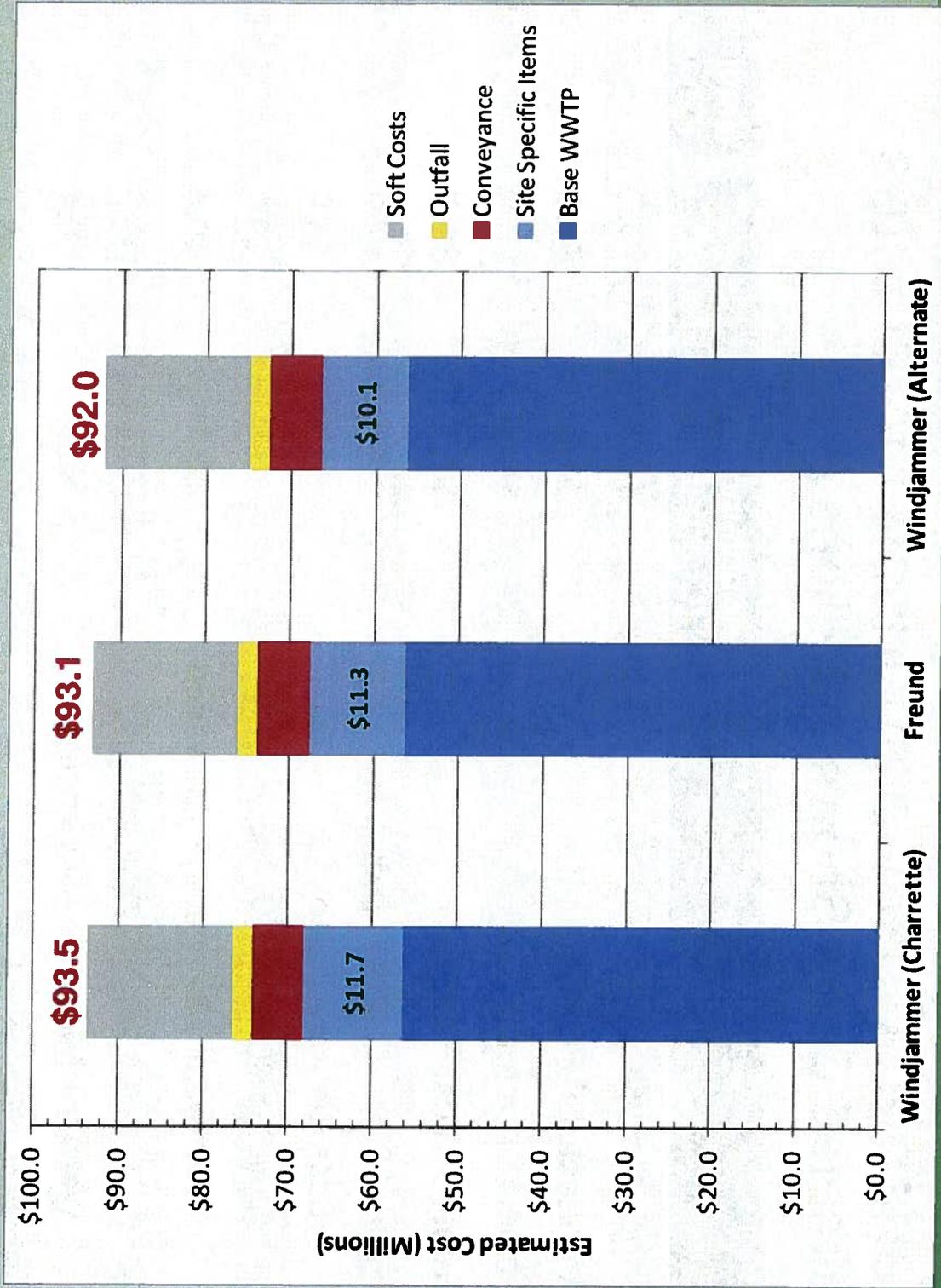


01e1011-6694-pp03/33

“Variable” Cost Comparison for All Sites Estimated Costs Shown in Millions (\$)

	Windjammer (Charrette)	Freund	Windjammer (Charrette)
Land Acquisition	\$2.1	\$0.2	\$2.1
Architectural Premium	\$1.6	\$1.6	\$1.6
Added Structural	\$0.8	\$0.0	\$0.0
Geotechnical Premium	\$1.7	\$2.6	\$1.4
Wastewater/Effluent Piping	\$0.4	\$0.8	\$0.4
Base Sitework (Fixed)	\$4.0	\$4.0	\$4.0
Clearing & Demolition Allowance	\$0.2	\$0.0	\$0.2
Stormwater Management Allowance	\$0.4	\$0.4	\$0.4
Flood Protection Allowance	\$0.4	\$1.3	\$0.1
Wetlands Mitigation Allowance	\$0.3	\$0.4	\$0.0
Subtotal, Sitework	\$5.2	\$6.1	\$4.6
Total Site Specific Items	\$11.7	\$11.3	\$10.1

Total Cost Comparison for All Sites



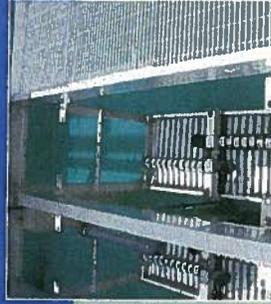
Summary of Technical & Cost Differences



Summary and Conclusions

1. Based on assessed value Freund site will likely be less costly to acquire
2. Based on technical field work, Freund site will likely have higher construction cost
 - Wastewater/effluent Conveyance
 - Geotechnical
 - Flood Protection
 - Wetland Mitigation
3. Very little difference in overall cost between sites
4. Means to reduce the cost of “variable” components will be considered regardless of tonight’s decision
5. Freund site presents higher risk due to environmental permitting and regulations for filling within the flood plain

Next Steps



Paths Forward Based on Tonight's Decision

Retain Windjammer Vicinity

Resolution 12-33

1. Complete draft technical chapters of Facilities Plan
2. Develop phasing/financing plan
3. Final Public Open House/Council Workshop (Early 2013)
4. Council resolution to submit draft plan (Q1, 2013)
5. Complete environmental documents for approval
6. Begin Preliminary Design
 - a. Final location & layout of WWTP with community input
 - b. Equipment procurement

Expand Windjammer Vicinity (Freund)

Resolution 12-34

1. Amendment 6: Collect community input; compare locations using TBL+
2. Select final location/layout for WWTP with public input (Q1, 2013)
3. Complete draft technical chapters of Facilities Plan
4. Develop phasing/financing plan
5. Final Public Open House/Council Workshop (Q2, 2013)
6. Council resolution to submit draft plan (Q2, 2013)
7. Complete environmental documents for approval
8. Begin Preliminary Design
 - a. Final layout of WWTP with community input

Questions?



To: Brian Matson, PE and Anne Conklin, PE/Carollo Engineers
From: J. Gordon, PE 
Date: November 13, 2012
File: 2751-017-01
Subject: Preliminary Geotechnical Conclusions
Oak Harbor WWTP Sites

INTRODUCTION

The purpose of this memorandum is to present preliminary geotechnical engineering findings and conclusions based on our exploration program that was completed October 30 and 31, 2012. Our services were performed in accordance with our task order with Carollo Engineers signed by Brian Matson on October 29, 2012. Our specific scope of services is included in the above referenced task order. The following is a summary of our scope of services completed to date:

- Reviewing geologic maps and available references in the project vicinity.
- Coordinating and completing the exploration plan discussed herein.
- Completing laboratory analysis on samples obtained during the explorations.
- Conducting preliminary geotechnical engineering analyses based on available information. This includes an assessment of liquefaction potential, foundation support considerations and estimation of relative costs.
- Preparing soil boring logs and cross sections.
- Preparing this memorandum summarizing the results of our explorations and analyses.

SURFACE CONDITIONS

We were asked to evaluate five different sites for comparison purposes. The locations of the sites and our explorations completed are shown in the attached Site Plan (Figure 1). Boring logs for each site are included as an attachment to this memorandum. For purposes of discussion in this document, these sites are described below:

- East Site (Boring 1) – located in a paved parking lot behind a bank administration building.
- Central Site (Borings 3 and 4) – located in a paved parking lot behind an automotive repair building.
- Park Site (Boring 12) – located in the City Beach Park, surface consists of manicured lawn.
- West Site (Borings 7 and 8) - located behind the Chrysler dealership in paved and gravel surfaced parking areas.
- Freund Site (Borings 9 and 10) - located in a plowed field west of South Beeksma Drive.

Based on our research and knowledge of the area, all five of these sites are located south of the original Oak Harbor shoreline. Historical photographs reviewed suggest the original bluff is close to the Pioneer Way alignment. GeoEngineers provided geotechnical engineering services for the recent Pioneer Way improvements and drilled an exploration in Pioneer Way right-of-way (ROW) slightly east of the intersection with SE City Beach Street. We observed approximately 5 feet of fill soils overlying native soil consisting of glacial till at that location. The historical aerial photographs suggest a historical saltwater slough (Freund Slough) meandered through and/or adjacent to all the sites.

GEOLOGIC CONDITIONS

We reviewed U.S. Geologic (USGS) map for the project area, "Geologic Map of the Oak Harbor, Crescent Harbor, and Part of the Smith Island 7.5-Minute Quadrangle, Island County, Washington" by Dragovich et. al. (2005). The geologic soil deposits are the result of both glacial and non-glacial processes that have occurred during the last 15,000 years. The most recent glacial event includes the Everson Insterstade and Vashon Stade of the Fraser Glaciation. Sea level fluctuated significantly relative to the land surface and present day sea level, in response to the glacial advance and retreat (melting). The various geologic units mapped and encountered at the sites are described below.

Artificial Fill: Artificial fill is mapped in the area of most of the sites. The fill can consist of dredged soils from Oak Harbor and other sources brought to the site over the last many decades. The fill was generally not compacted and/or placed below water and therefore is in a loose condition. This unit generally has low strength characteristics, will settle under loading conditions, and the sandier layers have a high liquefaction potential.

Beach Deposits: Beach deposits are mapped in the area although the extent is masked by the overlying fill that has been placed. These deposits are described as sand, gravel, pebbly sand and boulder gravel. These deposits are generally loose and in a saturated condition. Therefore these soils are considered liquefiable.

Saltwater Marsh Deposits: Marsh deposits are mapped more towards the bay. These deposits are described as organic rich silt and mud, commonly with layers of peat. These deposits possess very low shear strength and high compressibility characteristics.

Glaciomarine Drift: Glaciomarine drift is mapped north of the sites in the upland area but underlies some beach deposits at some of the sites. This unit is described as clay and clast-rich diamicton and mud. Glaciomarine drift is derived from sediment melted out of floating glacial ice that was deposited on the sea floor during periods of glacial retreat, while the land surface was depressed 500 to 600 feet from previous glaciations. This material locally contains shells and wood, and large erratics (boulders) can be present sporadically or even in a cluster. Sometimes the upper portion of this deposit is stiff and moderately compressible as a result of partial ice contact loading; however, it oftentimes grades or occurs as medium stiff or soft. This material has moderate shear strength and compressibility when stiff; it has low shear strength and high compressibility when soft.

Glacial Till: Glacial till is located north of the sites in the upland areas but underlies the other soil units at all the sites. The till is described as an unsorted mixture of silt, sand and gravel that was deposited under the glaciers. The till can also contain large erratics (very large boulders) which occur sporadically. The till was deposited and overridden by the glaciers. Because this unit has been glacially consolidated by several thousand feet of ice, it is in a very dense condition with high shear strength and low compressibility characteristics.

SUBSURFACE CONDITIONS

We completed eight borings to depths of 30½ to 53 feet below the ground surface (bgs) on October 30 and 31, 2012. The draft boring logs are attached to this memorandum. The elevations provided on the borings were provided by the project surveyor. The borings were completed with a track-mounted drill rig subcontracted to GeoEngineers. All boring locations were coordinated with City personnel and with the project archeologist. Cuttings were left on-site to be investigated by the project archeologist and removed by City of Oak Harbor personnel. Based on our conversations with the archeologist, we understand that no evidence of shell midden was observed in the cuttings at any of the sites.

The borings were backfilled with bentonite chips in accordance with Department of Ecology requirements, and an asphalt patch placed at the top where the borings were completed in paved areas. Twelve boring locations were identified and are shown on the Site Plan; eight were completed due to drilling depth and time required to reach the bearing layer. A generalized description of the stratigraphy is provided below.

Fill Soils

- Fill was encountered in all borings at all of the sites, extending from ground surface down to 10 to 15 feet bgs.
- Some of the fill appears to be dredge spoils, a relatively clean sand with little gravel, or a silty sand with gravel:
 - The density is loose to medium dense;
 - The fill material generally has a low bearing capacity, and high liquefaction potential when below the water table.
- Silt layers were encountered near 5 feet bgs in B-3, B-4, B-7 and B-8.

Beach Deposits

- Beach deposits were encountered in all the borings and extended to the following approximate depths bgs at the respective borings:
 - 38 feet on the East site;
 - 30 feet on the Central site;
 - 34 feet on the Park site;
 - 24 to 25 feet on the West site; and
 - 34 to 39 feet on the Freund site.
- The beach deposits typically consist of sand with variable silt and gravel content, some shells:
 - A layer of fine-grained silt was encountered on the Freund site;
 - The density is loose to medium dense; and
 - The fill material generally has a low bearing capacity and high liquefaction potential.

Glaciomarine Drift

- Clayey silt/silty clay was encountered at two sites:
 - At the East site in B-1 and extended from approximately 38 to 50 feet bgs:
 - The glaciomarine drift was very soft at this site.
 - This unit has low shear strength, is very compressible under new loading and is generally not considered liquefiable.
 - At the Freund site and extended from approximately 34 to 40 feet bgs in B-9, and 40 to 52½ feet bgs in B-10:
 - The glaciomarine drift was stiff grading to medium stiff at this site.
 - This unit has low to moderate shear strength, is moderately compressible under new loading and has a low liquefaction potential.

Glacial Till

- Gray silty sand with gravel was encountered in all borings at all sites at the following approximate depths bgs:
 - 50 feet on the East site;
 - 30 feet on the Central site;
 - 34 feet on the Park site;
 - 29 to 30 feet on the West site; and
 - 40 to 51 feet on the Freund site.
- This is a glacially consolidated layer:
 - The density was very dense and it was difficult to drill; and
 - This unit has very high shear strength, high bearing capacity, is generally not considered compressible under normal loading, and is not considered liquefiable.

Groundwater Conditions

A high groundwater table was encountered in all of our borings. We have provided a summary of the groundwater depths and elevations encountered at the time of drilling in the table below.

Boring	Site Location	Depth to Groundwater (bgs)	Approximate groundwater elevation
B-1	East Site	5 ft	6.2 ft
B-3	Central	6.5 ft	5.9 ft
B-4	Central	4.5 ft	6.6 ft
B-7	West Site	4.5 ft	6.3 ft
B-8	West Site	4.5 ft	6.4 ft
B-9	Freund Site	3 ft	6.2 ft
B-10	Freund Site	2.3 ft	6.6 ft
B-12	Park Site	3.5 ft	5.1 ft

We did not install any monitoring wells nor were the explorations left open long enough for the groundwater level to stabilize. We expect groundwater conditions to vary based on a variety of factors such as precipitation, tides, seasons and other factors.

GEOTECHNICAL CONSIDERATIONS

All of the sites are located in a lowland area that has historically been filled over an intertidal area with a high groundwater table. We observed a significant depth of fill soils that are liquefiable when below groundwater, and sandy beach deposits that are liquefiable. Two of the sites (East and Freund) are underlain by a moderate to highly compressible layer of clay. While not unusual to find these types of soils within shoreline environments where wastewater treatment facilities are located, it is important to consider the impacts for such critical facilities. The following is a summary of various geotechnical considerations for each of the sites.

Liquefaction

All of the sites are underlain by soil stratigraphy that is subject to liquefaction during a design earthquake. Liquefaction occurs in loose saturated (below the water table) sandy soils such as the fill and beach deposits encountered at all the sites as previously described. Earthquake shaking results in a loss of shear strength and settlement. The magnitude of the settlement is determined largely by the thickness and density of the soil profile. The following table identifies the estimated range of vertical settlement based on the design earthquake that has a 2 percent probability of exceedance in 50 years (Return period of 2575 years), which is a typical design consideration.

Site Location	Estimated Liquefaction Induced vertical settlement
East Site	11 to 15 inches
Central Site	8 to 10 inches
Park Site	8 to 10 inches
West Site	4 to 6 inches
Freund Site	11 to 15 inches

Liquefaction Mitigation Strategies

The effects of liquefaction can be mitigated by various methods and/or combinations of methods such as:

Ground Improvement by Stone Columns. This ground improvement method increases the density of the soil profile by installing a pattern of dense vertical columns of stone with a crane-mounted probe. The probe is jettied down through the liquefiable soil profile to the bearing layer (in this case either the glaciomarine drift or the glacial till); then rock is dispersed from the bottom of the probe and densified by vibration. The vibration from the installation method also densifies surrounding granular soil deposits, and is ideally suited for the granular fill and beach deposits encountered at these sites. The pattern of stone columns creates a composite material of lower overall compressibility and higher shear strength than the native soil alone. This method can be used under structures and other facilities to a) mitigate settlement from liquefaction and b) increase the bearing capacity of the soils so that conventional shallow foundation construction and/or mat foundations can be utilized. It is our experience that this mitigation measure a) is more cost effective than traditional pile foundations and b) results in better overall site performance during seismic events.

- Areas and structures with ground improvement will not settle significantly during an earthquake. However, all other infrastructure supported in non-improved areas would settle (see liquefaction settlement estimates above). This puts significant stress on transitions for piping and utility connections.
 - It may be appropriate to consider ground improvement in “utility corridors” to provide mitigation for these critical structures, or incorporate flexible connections or other mitigation measures.
- Since no soil is removed, the rock columns result in added weight to the soil profile. Most of the lightly loaded structures (e.g., administrative and maintenance storage buildings) will not add significant weight to the soil profile; however, the larger structures such as the aeration basin may also apply additional loading that must be considered when a site is underlain by compressible soils.
 - Glacial till underlies the liquefiable soils at the Central, Park and West sites. The glacial till will serve as the bearing layer and is not considered compressible under these new loads.
 - The East site has 12 feet of highly compressible glaciomarine drift and the Freund site has 6 to 12 feet of moderately compressible glaciomarine drift. We don't have sufficient design and soil consolidation information at this time to estimate post construction (after stone column and buildings) construction. We estimate that the range of settlement at the East site might be in the range of 3 to 6 inches and the range of settlement at the Freund site might be 2 to 4 inches. The settlement would occur over many years (estimated to be 10 to 20 years) and would occur as a general ground warping rather than sharp differential settlement. Therefore, this consideration is appropriate for flood levels, but not necessarily design of the structures.

Pile Foundations. Structures could be supported on piles bearing on the underlying glacial till. Driven steel piles or augercast piles can be used in this environment, although the pile foundation has some disadvantages.

- The main consideration for this alternative is that the ground surface below and around the piles will settle from liquefaction because ground improvement is generally not performed when piles are used as the mitigation strategy.
- Pile supported structures will not settle during an earthquake. However, all other non-pile supported infrastructure would settle (see liquefaction settlement estimates above). This puts significant stress on transitions for piping and utility connections. The post-earthquake result would be voids underneath the pile supported structures.
- At both the East site and the Freund site, pile capacity reductions would occur because downdrag forces will be applied to the piles as the soil profile settles.
- For the reasons identified above, pile foundations were not considered a preferred mitigation option.

Mat foundations. A mat foundation may be suitable for lightly loaded structures (see discussion below). Ground improvement may not be necessary if the settlement can be tolerated.

Shallow Foundation Considerations

It is our opinion that conventional shallow foundation construction absent ground improvement or pile support is not appropriate at any of these sites. Typical convention is to assume differential settlement one-half or equal to the total predicted liquefaction settlement. Structures cannot accommodate the magnitude of settlement predicted. Options are discussed below.

- Mat or raft foundations could be used on some structures. This is a continuous reinforced concrete foundation that will allow the entire structure to perform similarly. We expect that the heavily loaded structures such as aeration basin will have continuous bases that essentially serve as mat foundations. Where ground improvement is completed in advance, the mat foundations will perform very well.
- It may be possible to use a mat foundation without ground improvement for lightly loaded structures at some of the sites, particularly the West site which has a lower magnitude of settlement predicted. Again, transitions would need to be considered such as utilities.
- Conventional shallow foundation design (spread footings and slab-on-grade) can be used after ground improvement for lightly loaded structures such as administration and equipment storage.

Construction Dewatering

All sites with excavations greater than about 5 to 10 feet below existing grades will require construction dewatering and/or shoring for installation and construction of subsurface elements. For deeper excavations such as the aeration basin, we anticipate that sheet piles will be required. Sheet piles installed to glacial till or glaciomarine drift will essentially cut off the water source after internal dewatering.

All of the groundwater elevations observed were within 2 feet of elevation from each other. Therefore, the advantage lies with sites where a dense impermeable layer was encountered at a higher elevation; such as the Central, Park and West sites. This will allow for shorter sheet pile and shoring installations as well as shorter dewatering elements.

Flood Considerations

The sites are all located near the shoreline for Oak Harbor. Some portions of the sites are located within a flood inundation zone. Some or all of sites will require flood protection berms to prevent inundation during a flood event. Liquefaction, lateral spreading of embankments, loss of bearing capacity for levees must be considered for site development as well. These considerations will need to be evaluated in detail once a site is chosen and designs considered. For purposes of site selection, the following information is provided:

- The northern sites (East, Central and West) are mostly at or above the flood elevation. It appears that the stability of the southern edge of these sites would need to be evaluated. If ground improvement is used, the structures may be secure above the flood elevation after an earthquake.
- The Park site and the Freund site are at lower elevations such that either these sites must be raised, flood berms installed, or a hybrid system used. It is likely that ground improvement will be required

for support of some of the embankment and/or the flood control levees placed for construction of these sites.

SUMMARY AND CONCLUSIONS

All of the sites investigated are subject to liquefaction and dewatering related issues. Impacts associated with raising site grades for flood control, depth to non-liquefiable soils, and presence of soft soils that will settle will also influence cost. For comparative analysis, our preliminary conclusion is that the preferred option to mitigate liquefaction and settlement will be installation of stone columns.

For purposes of discussion at this level of assessment, it was considered necessary to install ground improvement the full depth of the liquefiable soils, which varies by site from approximately 30 to 40 feet. Based on our experience, stone column spacing on the order of 7- to 10-feet is typical within a structure footprint, providing about 25 percent to 15 percent (respective) replacement ratio for 42-inch diameter stone columns. A closer spacing is used under perimeter spread footings and isolated columns to typical buildings. Typically, the area in which stone columns are installed extend at least 10- to 20-feet (one to two rows) laterally beyond the edges of structures. Tighter spacings will be used for heavily loaded structures with raft foundations such as the aeration basin on this project.

As a basis for comparative site analysis we obtained stone column installation cost data from Hayward Baker, a ground improvement specialty contractor in Seattle, Washington. For an average ground improvement depth of 30 feet, the estimated cost of the ground improvement is on the order of \$18/square foot (SF) to \$30/SF of structure footprint. The lower unit cost is appropriate for lightly loaded structures with a maximum design floor load of 250 pounds per square foot (psf) (e.g. non-process buildings or non-water bearing structures); the higher cost would be for a more heavily loaded two-story structure with a design floor load of 500 psf and/or for water bearing structures. Ground improvement costs also vary as a function of depth. For the purpose of this analysis, it can be assumed that unit costs for installing stone columns between 10 and 40 feet deep will vary in a linear fashion relative to the depth of the installation.

Based on site conditions and development considerations as discussed above, we are able to make the following conclusions related to geotechnical conditions and associated cost of site development:

1. **West and Central Sites.** These sites are similar from a geotechnical standpoint. The West site has the shallowest depth to glacial till at 29 to 30 feet and no soft compressible soils. The Central site has glacial till at 30 feet and no soft compressible soils. Relative to other sites, ground improvements to mitigate liquefaction and settlement will be the least costly. Both sites will require some additional fill, but not much considering present grades.
2. **Park Site.** This site has glacial till at 34 feet and no soft compressible soils based on the one boring. Ground improvements will be more costly on this site, due to increased depth to non-liquefiable soils. The site will also require more fill than the sites to the north because it is at a lower elevation.
3. **East and Freund Sites.** The East site has very soft glaciomarine drift at 38 feet and glacial till at 50 feet in the one boring. The glaciomarine drift is highly compressible, which likely may require some additional mitigation. The Freund site has glaciomarine drift at 34 and 40 feet and glacial till at 40 and 52½ feet in the two borings. The glaciomarine drift is moderately compressible, which may

not require additional mitigation. Relative to other sites, ground improvements to mitigate liquefaction and settlement will be the most costly. Both sites will also require additional fill to mitigate flood risk. The Freund site is the lowest and will require significantly more fill, berms or other flood protection measures. It is likely that at least some limited ground improvement of the flood control measures will be necessary to stabilize this site.

Attachments:

Figure 1. Site Plan

Figure 2. Key to Boring Logs

Figures 3 through 10. Logs of Borings (DRAFT)

Figures 11 and 12. Cross Sections (DRAFT)

Map Revised: 08 November 2012 bmagdasy

Office: BEL Path: W:\Bellingham\Projects\22751017\GIS\002751017_F2_SitePlan.mxd



Legend

-  Boring location
-  Cross Section



Projection: WGS 1984 Web Mercator Auxiliary Sphere

- Notes:
1. The locations of all features shown are approximate.
 2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Site Plan	
City of Oak Harbor Windjammer Site Evaluation Oak Harbor, Washington	
	Figure 1

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS		
			GRAPH	LETTER			
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS <small>(LITTLE OR NO FINES)</small>		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES		
		GRAVELS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES		
	MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	SAND AND SANDY SOILS	CLEAN SANDS <small>(LITTLE OR NO FINES)</small>		SW	WELL-GRADED SANDS, GRAVELLY SANDS	
			SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		SP	POORLY-GRADED SANDS, GRAVELLY SAND	
		MORE THAN 50% OF COARSE FRACTION PASSING NO. 4 SIEVE	SILTS AND CLAYS	SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		SM	SILTY SANDS, SAND - SILT MIXTURES
				SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS, ROCK FLOUR, CLAYEY SILTS WITH SLIGHT PLASTICITY		
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS		
	MORE THAN 50% PASSING NO. 200 SIEVE	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS SILTY SOILS	
					CH	INORGANIC CLAYS OF HIGH PLASTICITY	
		HIGHLY ORGANIC SOILS	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		OH	ORGANIC CLAYS AND SILTS OF MEDIUM TO HIGH PLASTICITY
						PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: Multiple symbols are used to indicate borderline or dual soil classifications

Sampler Symbol Descriptions

	2.4-Inch I.D. split barrel
	Standard Penetration Test (SPT)
	Shelby tube
	Piston
	Direct-Push
	Bulk or grab

Blowcount is recorded for driven samplers as the number of blows required to advance sampler 12 inches (or distance noted). See exploration log for hammer weight and drop.

A "P" indicates sampler pushed using the weight of the drill rig.

%F AL CA CP CS DS HA MC MD OC PM PP PPM SA TX UC VS	Percent fines Atterberg limits Chemical analysis Laboratory compaction test Consolidation test Direct shear Hydrometer analysis Moisture content Moisture content and dry density Organic content Permeability or hydraulic conductivity Pocket penetrometer Parts per million Sieve analysis Triaxial compression Unconfined compression Vane shear
---	--

Sheen Classification

NS	No Visible Sheen
SS	Slight Sheen
MS	Moderate Sheen
HS	Heavy Sheen
NT	Not Tested

ADDITIONAL MATERIAL SYMBOLS

SYMBOLS		TYPICAL DESCRIPTIONS
GRAPH	LETTER	
	AC	Asphalt Concrete
	CC	Cement Concrete
	CR	Crushed Rock/ Quarry Spalls
	TS	Topsoil/ Forest Duff/Sod

Groundwater Contact

	Measured groundwater level in exploration, well, or piezometer
	Groundwater observed at time of exploration
	Perched water observed at time of exploration
	Measured free product in well or piezometer

Graphic Log Contact

	Distinct contact between soil strata or geologic units
	Approximate location of soil strata change within a geologic soil unit

Material Description Contact

	Distinct contact between soil strata or geologic units
	Approximate location of soil strata change within a geologic soil unit

Laboratory / Field Tests

NOTE: The reader must refer to the discussion in the report text and the logs of explorations for a proper understanding of subsurface conditions. Descriptions on the logs apply only at the specific exploration locations and at the time the explorations were made; they are not warranted to be representative of subsurface conditions at other locations or times.

KEY TO EXPLORATION LOGS

Drilled	Start 10/30/2012	End 10/30/2012	Total Depth (ft)	51.5	Logged By Checked By	AJH	Driller	Borettec	Drilling Method	Hollow-Stem Auger
Surface Elevation (ft) Vertical Datum	11.23 NAD 83			Hammer Data	Rope & Cathead 140 (lbs) / 30 (in) Drop			Drilling Equipment	M55 Track-mounted	
Easting (X) Northing (Y)	1197538.46 474654.45			System Datum				Groundwater Date Measured	Depth to Water (ft)	Elevation (ft)
Notes:								10/30/2012	5.0	6.23

Elevation (feet)	FIELD DATA						MATERIAL DESCRIPTION	Moisture Content, %	Dry Density, (pcf)	REMARKS			
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing	Water Level					Graphic Log	Group Classification	
0							AC			1 1/2 inches of asphalt concrete			
10							SP-SM			Brown fine to coarse sand with silt and gravel (medium dense, moist) (fill)			
14	8		13		1								
17							SP-SM			Gray fine to coarse sand with silt and gravel (medium dense, wet)			
18	18		12		2								
17										Becomes loose with trace shells			%F = 6
17	18		6		%F								
10							SP			Gray fine to coarse sand with shells (loose to medium dense, wet) (beach deposits)			
10	18		11		4								
13													
13	18		14		5								
11													
11	12		8		6								
16							SP-SM			Gray fine to coarse sand with silt and gravel (medium dense, wet)			
16	12		21		%F								%F = 9
13													
13	6		19		8					With trace shells Gray fine to coarse sand with gravel, organic matter, and trace silt and shells (medium dense, wet)			
13							SP						%F = 3
13	12		13		%F								
25													

Note: See Figure 2 for explanation of symbols.

Log of Boring B-1



Project: Oak Harbor Wastewater Treatment Plant
 Project Location: Oak Harbor, Washington
 Project Number: 2751-017-01

Figure 3
 Sheet 1 of 2

Boringham: Date: 1/18/12 Path: P:\2751-017\GINT\275101701.GPJ DBT\template\DOT\template.GEOENGINEERS.GDT\GEM_GEOTECH_STANDARD

Path: P:\2025\10\17\GINT\275-01701.GPJ DBT\Templates\B1 Template\GEOENGINEERS\B1.GDT\GEB_GEOTECH_STANDARD

Elevation (feet)	FIELD DATA						Group Classification	MATERIAL DESCRIPTION	Moisture Content, %	Dry Density, (pcf)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing	Water Level					
25	12	25						12			
30	12	8				SM	Gray silty fine to coarse sand with occasional organic matter (loose, wet)	23			
35	12	23				SP	Gray fine to medium sand with trace shells and silty zones (medium dense, wet)	22			
40	18	2				CL	Gray silty clay (very soft to soft, wet) (glaciomarine drift)	41			
45	18	2		14a 14b				41			
50	18	73		15		SM	Gray silty fine to coarse sand with gravel (dense, wet) (till)	15			

Note: See Figure 2 for explanation of symbols.

Log of Boring B-1 (continued)



Project: Oak Harbor Wastewater Treatment Plant
 Project Location: Oak Harbor, Washington
 Project Number: 2751-017-01

Figure 3
 Sheet 2 of 2

Drilled	Start 10/30/2012	End 10/30/2012	Total Depth (ft)	36	Logged By Checked By	AJH	Driller	Boretac	Drilling Method	Hollow-Stem Auger
Surface Elevation (ft) Vertical Datum	12.46 NAD 83		Hammer Data	Rope & Cathead 140 (lbs) / 30 (in) Drop			Drilling Equipment	M55 Track-mounted		
Easting (X) Northing (Y)	1197046.02 474597.08		System Datum				Groundwater Date Measured	Depth to Water (ft)	Elevation (ft)	
Notes:							10/30/2012	6.5	5.96	

Elevation (feet)	FIELD DATA						Group Classification	MATERIAL DESCRIPTION	Moisture Content, %	Dry Density, (pcf)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing	Water Level					
0							AC	2 inches of asphalt concrete			
							SP-SM	Gray-brown fine to coarse sand with silt and gravel (medium dense, moist) (fill)			
10	8	13		1					7		
5	18	4		2			ML	Gray silt with sand and organic matter (soft, moist)	29		
5	18	2		3				Becomes wet With occasional rootlets	32		
10	18	5		4	%F		SP-SM	Gray fine to coarse sand with silt and occasional gravel (loose, wet)	18		%F = 6
10	12	7		5	%F		SP	Gray fine to coarse sand with gravel and trace silt (loose, wet)	14		%F = 4
15	12	10		6	%F		SP-SM	Gray fine to coarse sand with silt and gravel (loose to medium dense, wet) (beach deposits)	17		%F = 6
20	12	6		7	%F		SP-SM	Gray fine to coarse sand with silt, gravel, and shells (loose, wet)	13		%F = 8
25								Becomes loose with occasional shells			

Note: See Figure 2 for explanation of symbols.

Log of Boring B-3



Project: Oak Harbor Wastewater Treatment Plant
 Project Location: Oak Harbor, Washington
 Project Number: 2751-017-01

Figure 4
Sheet 1 of 2

Bathymetry: Date: 1/18/12 Path: P:\2751-017\GINT\275101701.GPJ DBT template\1.dwt template\GEOENGINEERS\GDT\GEB_GEOTECH_STANDARD

Elevation (feet)	FIELD DATA						MATERIAL DESCRIPTION	Moisture Content, %	Dry Density, (pcf)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing	Water Level				
25	18	6		8				18		
30	14	72		9			SM	7		Gray silty fine to coarse sand with gravel (very dense, wet) (till)
35	12	56		10				14		

DRAFT

Note: See Figure 2 for explanation of symbols.

Log of Boring B-3 (continued)



Project: Oak Harbor Wastewater Treatment Plant
 Project Location: Oak Harbor, Washington
 Project Number: 2751-017-01

Figure 4
 Sheet 2 of 2

Bellingham: Date: 1/16/12 Path: P:\2751017\GINTVZ5101701.GPJ DBT template\17 template\3\ENGINEERS\8.GDT\6E8_GEOTECH_STANDARD

Start Drilled 10/30/2012	End 10/30/2012	Total Depth (ft) 35.5	Logged By Checked By AJH	Driller Borettec	Drilling Method Hollow-Stem Auger		
Surface Elevation (ft) Vertical Datum	11.12 NAD 83	Hammer Data	Rope & Cathead 140 (lbs) / 30 (in) Drop	Drilling Equipment	M55 Track-mounted		
Easting (X) Northing (Y)	1197053.67 474524.73	System Datum	Groundwater Date Measured 10/30/2012			Depth to Water (ft) 4.5	Elevation (ft) 6.62
Notes:							

Elevation (feet)	FIELD DATA					Water Level	Group Classification	MATERIAL DESCRIPTION	Moisture Content, %	Dry Density, (pcf)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing						
0							AC	1 1/2 inches of asphalt concrete			
1							SM	Brown silty fine to coarse sand with gravel (loose, moist) (fill)			
6	6	2		1					15		
5	18	3		2a			ML	Brown silt with rootlets (soft, wet)	56.5		Clay in sampler shoe
6	18	7		2b			SP	Gray medium to coarse sand with trace silt (loose, wet)	19		
10	6	3		3			SP-SM	Gray fine to coarse sand with silt and occasional organic matter (loose, wet)	20		%F = 4
10	6	3		4			SP-SM	Gray fine to coarse sand with silt and occasional organic matter (loose, wet)	30		%F = 6
15	8	7		5			SP-SM	Gray fine to coarse sand with silt and occasional shells (loose, wet) (beach deposits)	14		%F = 5
15	8	8		6			SM	Gray silty fine to medium sand with trace shells (loose, wet)	19		
20	18	7		7					21		
25											

Note: See Figure 2 for explanation of symbols.

Log of Boring B-4



Project: Oak Harbor Wastewater Treatment Plant
 Project Location: Oak Harbor, Washington
 Project Number: 2751-017-01

Figure 5
 Sheet 1 of 2

Bathingham: Date: 1/16/12 P:\shp\2275\017\GINT\275101701.GPJ DBT\template\LT\template\GEOENGINEERS\GDT\GEB_GEOTECH_STANDARD

Building: Date: 1/18/12 Path: P:\202751017\GINTU275101701.GPJ DB: Template\LOT\template\GEOENGINEERS\GDT\SEIB_GEOTECH_STANDARD

Elevation (feet)	FIELD DATA						MATERIAL DESCRIPTION	Moisture Content, %	Dry Density, (pcf)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing	Water Level				
25	8	18						28		With occasional organic matter, becomes medium dense
30	6	50/3*		9			SM	14		Gray silty fine to coarse sand with gravel (very dense, wet) (till)
35	2	50/6*		10				12		

DRAFT

Note: See Figure 2 for explanation of symbols.

Log of Boring B-4 (continued)



Project: Oak Harbor Wastewater Treatment Plant
 Project Location: Oak Harbor, Washington
 Project Number: 2751-017-01

Figure 5
Sheet 2 of 2

Drilled	Start 10/31/2012	End 10/31/2012	Total Depth (ft)	35.5	Logged By Checked By	AJH	Driller	Boretac	Drilling Method	Hollow-Stem Auger
Surface Elevation (ft) Vertical Datum	10.86 NAD 83			Hammer Data	Rope & Cathead 140 (lbs) / 30 (in) Drop			Drilling Equipment	M55 Track-mounted	
Easting (X) Northing (Y)	1196733.56 474477.83			System Datum				Groundwater Date Measured	Depth to Water (ft)	Elevation (ft)
Notes:							10/30/2012	4.5	6.36	

Elevation (feet)	FIELD DATA						Group Classification	MATERIAL DESCRIPTION	Moisture Content, %	Dry Density, (pcf)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing	Water Level					
0							SM	Brown silty fine to coarse sand with gravel (loose, moist) (fill)			
1/0		6	8		1				13		
5		18	9		2		ML	Gray sandy silt with occasional organic matter (stiff, wet)	47		
6							SM	Gray silty fine to medium sand with occasional organic matter (loose, wet)			
		6	8		3		SM	Gray silty fine to coarse sand with gravel and trace shells (loose, wet)	14		
10		12	7		4		SP	Gray fine to coarse sand with gravel, trace shells and silt (loose, wet)	16		%F = 3.1
		8	12		5			Becomes medium dense	16		
15		12	15		6		SP	Gray fine to medium sand with trace silt (medium dense, wet) (beach deposits)	3		%F = 3.0
		18	21		7		SP-SM	Gray fine sand with silt and trace shells (medium dense, wet)	22		
20		14	14		8				23		
25		18	13		9		SP-SM	Gray fine to coarse sand with silt, gravel, and shells (medium dense, wet)	15		%F = 8.7

Note: See Figure 2 for explanation of symbols.

Log of Boring B-7



Project: Oak Harbor Wastewater Treatment Plant
 Project Location: Oak Harbor, Washington
 Project Number: 2751-017-01

Figure 6
Sheet 1 of 2

Elevation (feet)	FIELD DATA						Group Classification	MATERIAL DESCRIPTION	Moisture Content, %	Dry Density, (pcf)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing	Water Level					
25	6	17		10			SM	Gray silty fine to coarse sand with gravel (medium dense, wet) (transition zone)	13		
30	17	50/5"		11			SM	Gray silty fine to coarse sand with gravel (very dense, wet) (till)	15		
35	3	50/6"		12					11		

DRAFT

Note: See Figure 2 for explanation of symbols.

Log of Boring B-7 (continued)



Project: Oak Harbor Wastewater Treatment Plant
 Project Location: Oak Harbor, Washington
 Project Number: 2751-017-01

Figure 6
 Sheet 2 of 2

Bedfordham, Date: 11/02/12 Path: P:\32751017\GINT\275101701.GPJ DBT\template\LDT\template\GEOENGINEERS\GDT\GEBL_GEOTECH_STANDARD

Start Drilled 10/31/2012	End 10/31/2012	Total Depth (ft) 30.5	Logged By Checked By AJH	Driller Borettec	Drilling Method Hollow-Stem Auger
Surface Elevation (ft) Vertical Datum	10.91 NAD 83	Hammer Data	Rope & Cathead 140 (lbs) / 30 (in) Drop	Drilling Equipment	M55 Track-mounted
Easting (X) Northing (Y)	1196609.98 474430.86	System Datum		Groundwater Date Measured	Depth to Water (ft) Elevation (ft)
Notes:				10/30/2012	4.5 6.41

Elevation (feet)	FIELD DATA						MATERIAL DESCRIPTION	Moisture Content, %	Dry Density, (pcf)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing	Water Level				
0							SM			
1		3	21		1					
5		8	3		2		ML	38		
6							SP-SM			
12		12	3		3 %F			18		%F = 7
10		8	5		4 %F		SP	12		%F = 4
18		18	9		5		SP-SM	12		
15		18	24		6 %F			20		%F = 8
20		12	18		7 %F		SP-SM	23		%F = 13
20		18	15		8			25		
25							ML			

Note: See Figure 2 for explanation of symbols.

Log of Boring B-8



Project: Oak Harbor Wastewater Treatment Plant
 Project Location: Oak Harbor, Washington
 Project Number: 2751-017-01

Figure 7
 Sheet 1 of 2

Belligham: D:\118\12 Push\122751017\GINT\275101701.GPJ DBT\empdata\1\tempdata\GEOENGINEERS\GDT\GEB_GEOTECH_STANDARD

Start Drilled 10/31/2012	End 10/31/2012	Total Depth (ft) 45.5	Logged By Checked By AJH	Driller Borettec	Drilling Method Hollow-Stem Auger
Surface Elevation (ft) Vertical Datum	8.25 NAD 83	Hammer Data	Rope & Cathead 140 (lbs) / 30 (in) Drop	Drilling Equipment	M55 Track-mounted
Easting (X) Northing (Y)	1196090.42 473762.15	System Datum		Groundwater Date Measured	Depth to Water (ft) Elevation (ft)
Notes:				10/31/2012	3.0 5.25

Elevation (feet)	FIELD DATA						MATERIAL DESCRIPTION	Moisture Content, %	Dry Density, (pcf)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing	Water Level				
0							SP			
6		12	11		1					
5										
10		18	14		2a					%F = 3
10					2b		SP-SM			
15		12	15		3					
20		12	18		4		SP-SM			%F = 9
25										

Note: See Figure 2 for explanation of symbols.

Log of Boring B-9



Project: Oak Harbor Wastewater Treatment Plant
 Project Location: Oak Harbor, Washington
 Project Number: 2751-017-01

Figure 8
Sheet 1 of 2

Bellingham: Date: 11/8/12, Path: P:\2012\2751-017\GINT\275101701.GPJ, DBT Template: LBT, Template: GEOENGINEERS\GDT\GEB_GEOTECH_STANDARD

Elevation (feet)	FIELD DATA					Water Level	Graphic Log	Group Classification	MATERIAL DESCRIPTION	Moisture Content, %	Dry Density, (pcf)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing							
25	8	18								22		
30	12	12					SM	Gray silty fine to medium sand with shells and trace organic matter (loose to medium dense, wet)		28		
33	18	9		Za				With gravel		20		%F = 30
34				%F			7b					
35	18	14					CL	Gray silty clay with trace shells (stiff, wet) (glaciomarine drift)		22		
38		17								26		
40	4	56					SM	Gray silty fine to coarse sand with gravel (dense, wet) (fill)				
42	4	50/6"								12		Becomes very dense
45	6	50/6"										

Note: See Figure 2 for explanation of symbols.

Log of Boring B-9 (continued)



Project: Oak Harbor Wastewater Treatment Plant
 Project Location: Oak Harbor, Washington
 Project Number: 2751-017-01

Figure 8
 Sheet 2 of 2

Bellingham: Date: 1/18/12 Path: P:\02751\017\GINT\2751017\01.GPJ DBT template\lbt\template\GEOENGINEERS\GDT\GEI8_GEOTECH_STANDARD

Start Drilled 10/31/2012	End 10/31/2012	Total Depth (ft) 41	Logged By Checked By AJH	Driller Borettec	Drilling Method Hollow-Stem Auger
Surface Elevation (ft) Vertical Datum	8.61 NAD 83	Hammer Data	Rope & Cathead 140 (lbs) / 30 (in) Drop		Drilling Equipment M55 Track-mounted
Easting (X) Northing (Y)	1197056.12 474404.11	System Datum	Groundwater Date Measured 10/31/2012		Depth to Water (ft) 3.5 Elevation (ft) 5.11
Notes:					

Elevation (feet)	FIELD DATA					Water Level	Graphic Log	Group Classification	MATERIAL DESCRIPTION	Moisture Content, %	Dry Density, (pcf)	REMARKS
	Depth (feet)	Interval	Recovered (in)	Blows/foot	Collected Sample							
0								SP	Gray fine to coarse sand with silt (loose, moist to wet) (fill)			
6		12	7		1				Becomes wet	20		
5		18	9		2a				With trace shells	15		
					2b					19		
		6	5		% ₃ F					19		%F = 5
10		12	8		% ₄ F			SP-SM	Gray fine to coarse sand with silt and shells (loose, wet) (beach deposits)	17		%F = 5
		8	6		% ₅ F					18		%F = 13
15		18	11		6			SM	Gray silty fine to medium sand with trace shells (loose, wet) With trace organic matter	21		
20		12	6		7			SM	Gray silty fine sand with trace shells and organic matter (loose, wet)	21		
25												

Note: See Figure 2 for explanation of symbols.

Log of Boring B-12



Project: Oak Harbor Wastewater Treatment Plant
 Project Location: Oak Harbor, Washington
 Project Number: 2751-017-01

Figure 10
Sheet 1 of 2

Ballingham: Data:11/8/12 Path:P:\2012\2751-017\GINT\275101701.GPJ DBT\Employee\Lib\Employee\GEOENGINEERS\GDT\GEI8_GEO TECH_STANDARD

Elevation (feet)	FIELD DATA						Group Classification	MATERIAL DESCRIPTION	Moisture Content, %	Dry Density, (pcf)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing	Water Level					
25	18	24*		8				35		*Blow count overstated	
30	18	12		9a			SM	Gray silty fine to coarse sand (medium dense, wet) (transition zone)	29		
				9b				18			
35	11	50/5'		10			SM	Gray silty fine to coarse sand with gravel (very dense, wet) (till)	14		
40	8	50/5'		11				13			

DRAFT

Note: See Figure 2 for explanation of symbols.

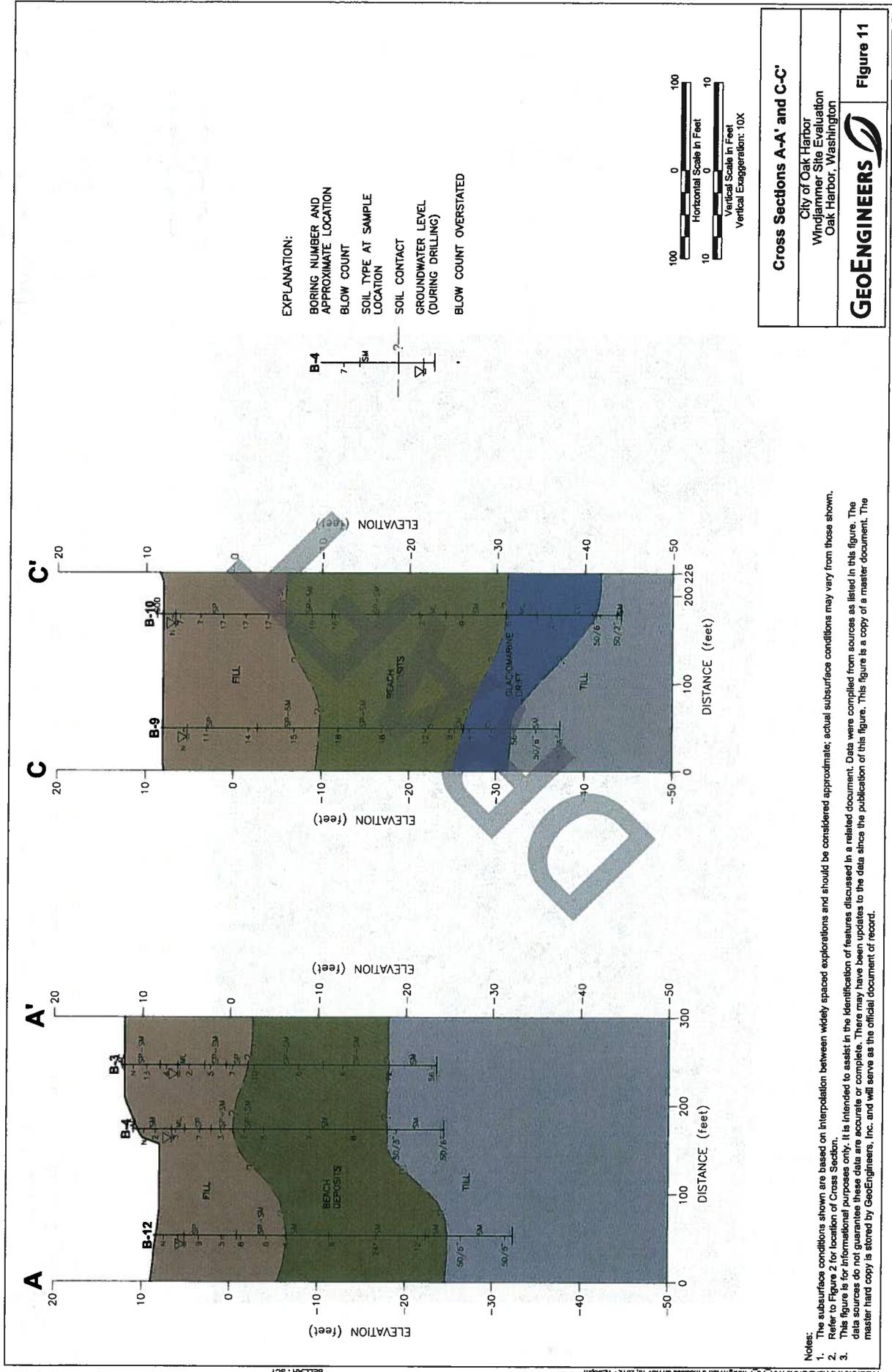
Log of Boring B-12 (continued)



Project: Oak Harbor Wastewater Treatment Plant
 Project Location: Oak Harbor, Washington
 Project Number: 2751-017-01

Figure 10
 Sheet 2 of 2

Bellingham: Disk:1/18/12 P:\pubP\2276101\GINT\275101701.GPJ DB1 template.dwg template:GEOENGINEERS.GDT\GEB_GEOTECH_STANDARD



Cross Sections A-A' and C-C'	
City of Oak Harbor Windjammer Site Evaluation Oak Harbor, Washington	
GEOENGINEERS	Figure 11

Notes:

- The subsurface conditions shown are based on interpolation between widely spaced explorations and should be considered approximate; actual subsurface conditions may vary from those shown.
- Refer to Figure 2 for location of Cross Section.
- This figure is for informational purposes only. It is intended to assist in the identification of features discussed in a related document. Data were compiled from sources as listed in this figure. The data sources do not guarantee these data are accurate or complete. There may have been updates to the data since the publication of this figure. This figure is a copy of a master document. The master hard copy is stored by GeoEngineers, Inc. and will serve as the official document of record.



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memorandum

date November 12, 2012

to Anne Conklin and Brian Matson, Carollo Engineers

from Michael Muscari and Lisa Adolfsen

subject Oak Harbor Wastewater Treatment Plant Site Selection – Wetland Reconnaissance of Freund Site and Windjammer Park

ESA wetland ecologist (Michael Muscari) conducted a wetland reconnaissance on the Freund Site and on the Windjammer Parks site, both identified as potential locations for the Oak Harbor Waste Water Treatment Plant. ESA was accompanied on October 30, 2012 by Brian Matson (Carollo) and Joe Stowell (City of Oak Harbor). The locations of the sites are within the City limits and are shown on Figures 1 and 2 (attached).

The reconnaissance involved walking throughout the sites (only northwest corner of park site) and making observations of three required wetland parameters: soil, hydrology, and vegetation conditions. Specific indicators must be present for all three of the wetland parameters for an area to meet the definition of a regulated wetland. A manual soil auger was used to make observations of subsurface soil and hydrologic conditions. Only selected areas were observed during the site visit, and a formal determination and delineation of wetlands was not conducted. This reconnaissance level site assessment provides approximate wetland and buffer boundaries which are appropriate for initial planning but not for site design. Results of the site review are discussed below for two areas: Freund Site (TNP R13203-033-5100) and Windjammer Park (TPN R1302-106-0750).

Freund Site

This approximately 6-acre site located west of South Beeksma Drive and north of SW Beeksma Drive. There are no structures or improvements on the site. Three ditches along the perimeter of the site were determined to meet the definition of wetland, and one small area near the northwest corner of the site was determined to potentially meet wetland conditions. The potential wetland area did not meet the wetland definition, but additional observations during late winter or early spring would be needed for a definitive determination. A large wetland, which was constructed for mitigation, is located on the parcel immediately to the north.

Most of the site is covered by pasture grasses and appears to be cultivated for hay or disked on a regular basis. Grass species observed include: orchard grass, ryegrass, bentgrass, and giant fescue). The wetland vegetation criterion was not met at any location on the site, outside of the wetland ditches. Surface water was observed in each of the three ditches, but no surface water or soil saturation within the upper 12 inches was observed at any other areas examined with a soil auger. At one location near the northwest corner of the site (identified as potential wetland on Figure 1) there was soil saturation at a depth of approximately 13 inches. At this location it is possible that soil saturation to the surface may exist in late winter and early spring. Hydric (wetland) soil conditions were observed throughout the site. Low chroma soils with redox features met the description of hydric soil indicators. Based on the landscape position and historic aerial photos showing a large tidal channel in this area, it is assumed that the hydric soil indicators observed are remnant features that have persisted from a time before the site was ditched and cultivated.

Freund Site
November 12, 2012

The three ditches along the perimeter of the property contained surface water and met criteria for all required wetland parameters (hydric soils, wetland hydrology, and wetland vegetation). The ditch along 400 feet of the west property boundary was approximately 12 feet wide, contained greater than 1 foot of water, and had a slow flow to the south on October 30, 2012. Wetland plants were dominant in the ditch and several aquatic plant species were present. The ditch along approximately 430 feet of the south end of the site was 2 to 4 feet wide and had been recently excavated. This wetland ditch flows west into the larger ditch along the west property boundary. The ditch along approximately 220 feet of the east side of the property was 2 to 3 feet wide and contained a mixture of grasses and low shrubs. This ditch flows north and crosses the footpath through a small pipe, which outfalls to the off-site mitigation wetland to the north.

Windjammer (Charrette)

Observations were also made of a ditch along the northern property boundary of Windjammer Park. The ditch runs for almost 1,000 feet along the north end of the site, appears to straddle the property boundary and may be entirely off-site in some portions. The ditch is narrow at the east and west ends (approximately 2 feet wide), and the central portion (approximately 700 feet) is up to 10 to 12 feet wide. Native wetland plants are dominant in the ditch and surface water was present. Criteria were met for all three wetland parameters. There was no flow in the ditch on October 30, 2012, but it appears that the ditch drains out culverts at both the west and east ends. Approximate wetland boundaries are shown on Figure 1, which are appropriate for initial planning but not for site design. A formal delineation of these wetland areas was not conducted.

Summary and Regulatory Discussion

Based on the conditions observed on October 30, 2012 we determined that three wetlands (wetland ditches) occur on the Freund Site. Additionally, one area near the center of the site is potentially a wetland. Additional field work would be needed to make a definitive determination for this small area. The 1,000 foot-long ditch on the north boundary of Windjammer Park also meets the definition of wetland.

All of the wetland ditches identified on these sites would likely be regulated by the Corps of Engineers as waters of the U.S. This conclusion is based on historic hydric soils around the ditches, landscape position, and historic aerial photographs that show a large tidal channel running through this area. Based on our experience with the Seattle District of the Corps these ditches would be regulated as waters of the U.S. (wetlands or streams), and would be subject to applicable Corps 404 permit and Ecology 401 permit requirements for activities resulting in fill of any wetland areas. However, the Corps has the authority for jurisdictional determinations and should be consulted for a final determination. If direct wetland fill would result from development of the site, the Corps may use Nationwide Permit 39. However, due to the proximity and connection of the Freund site wetlands to tidal wetlands it is possible that Ecology would require an Individual 401 permitting process. Either permitting route, Nationwide or Individual, would require mitigation for wetland impacts. Costs for wetland mitigation including planning, design, permitting, hydrologic studies, site selection, site acquisition, and long-term monitoring and maintenance vary widely. Cost for a wetland mitigation project of this size could fall within the range of \$300,000 to \$1,000,000 per acre. Oak Harbor Municipal Code (OHMC) follows the State of Washington wetland definition, and the wetland ditches discussed in this memo would meet the state wetland definition. Wetland buffers are required by section 20.24.010 of the OHMC. The width of required buffers is determined based on several habitat and hydrologic factors that would need to be assessed on-site during a wetland delineation. Estimates of the expected range of potential required buffers are shown on the attached figures; the anticipated range is from 50 to 200 feet. A full delineation of the wetland boundaries would be needed to make a definitive determination of the size and location of the wetlands and the extent of the buffers required by the OHMC. The wetland and buffers areas shown on Figures 1 and 2 are approximate and should not be interpreted as being accurate.

Freund Site
November 12, 2012

The OHMC (Section 20.24.030) allows for reduction of the buffer width by up to 25%, given specific requirements are met. Mitigation in the form of buffer enhancement is required for buffer reduction. Buffer enhancement is typically satisfied by planting and maintaining native trees and shrubs in the remaining buffer area. Buffer enhancement costs estimates vary, but typically fall within the range of \$150,000/acre for simple plans to \$350,000 per acre for more elaborate enhancement involving grading. This cost estimate range is assuming on-site mitigation, if off-site mitigation is needed, costs increase considerably due to site selection process and land acquisition costs.

Conclusions

Wetlands and wet areas were identified at both the Windjammer (Charrette) site and the Freund site. Federal, state, and Oak Harbor permit approvals are required for wetland fill. Additionally, Oak Harbor requires mitigation for wetland buffer impacts. Based on our preliminary environmental evaluation the following conclusions can be made:

Windjammer (Charrette)

- One ditch running along the northern property boundary was identified as a wetland (approximately ¼ acre); a portion of the wetland (4,000 square feet) may need to be filled as a result of the project.
- The ditch does not appear to be connected to other wetlands; therefore the mitigation replacement ratio is likely to be at most 3:1.
- Based on estimated fill requirements, mitigation costs are estimated to be approximately \$275,000. An area for this mitigation wetland is needed, likely in the near vicinity of the impacted area.
- Due to the lower degree of connection of the ditch wetland to tidal waters, the risk of permitting delays and/or cost increases due to permitting are expected to be lower when compared to the Freund Site.

Freund

- Three ditches running along property boundaries were identified as wetlands (approximately 3,000 square feet). Additionally, one potential depressional wetland was identified in the middle of the site. These wetlands would need to be filled as a result of the project.
- The site is also adjacent to a mitigation wetland that is likely protected by a conservation easement. A portion of this wetland (approximately 4,500 square feet) may need to be filled to provide access to the site above the 100-year flood elevation.
- Mitigation requirements will vary depending on the impact area and condition of the wetlands; however, a mitigation replacement ratio of up to 6:1 is possible given the relative importance of previous mitigation wetlands.
- Based on estimated fill requirements, mitigation costs are estimated to be \$400,000. An area for this mitigation wetland is needed, likely in the near vicinity of the impacted area.
- Due to the higher degree of connection of the ditch wetland to tidal waters, and due to potential impacts to the existing mitigation wetland, the risk of permitting delays and/or cost increases due to permitting are expected to be higher when compared to Windjammer Charrette site.

Limitations

Within the limitations of schedule, budget, scope-of-work, and seasonal constraints, we warrant that this study was conducted in accordance with generally accepted environmental science practices, including the technical



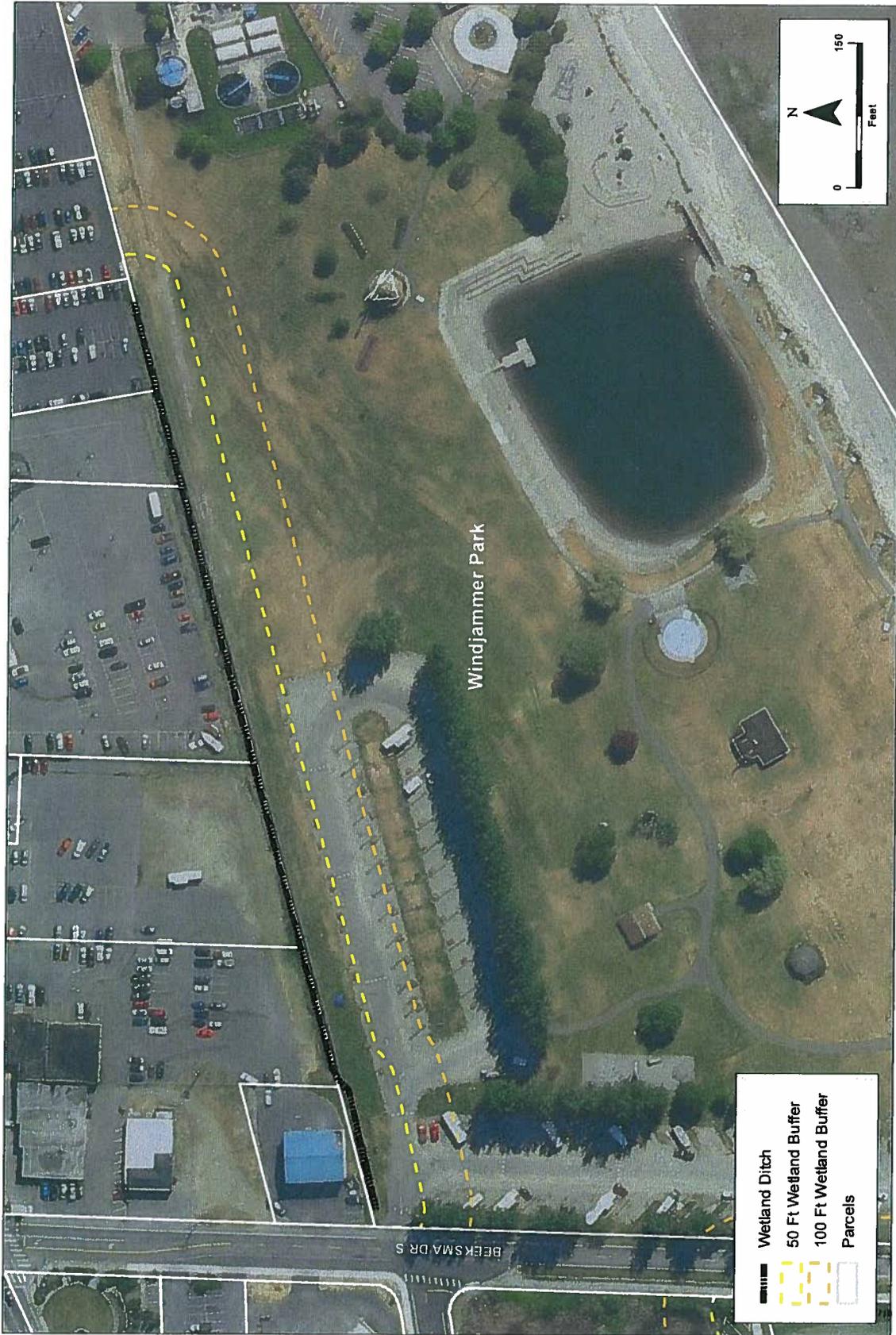
Freund Site
November 12, 2012

guidelines and criteria in effect at the time this study was performed. The results and conclusions of this memo represent the authors' best professional judgment, based upon information provided by the project proponent in addition to that obtained during the course of this study. No other warranty, expressed or implied, is made.



Oak Harbor . 209497
Figure 1
 Study Site

SOURCE: ESA 2012; Island County, 2010; Aerials Express (2009) (Aerial).
 NOTE: Wetland boundaries were not delineated. Wetland ditches, wetlands, and buffers are approximate only.

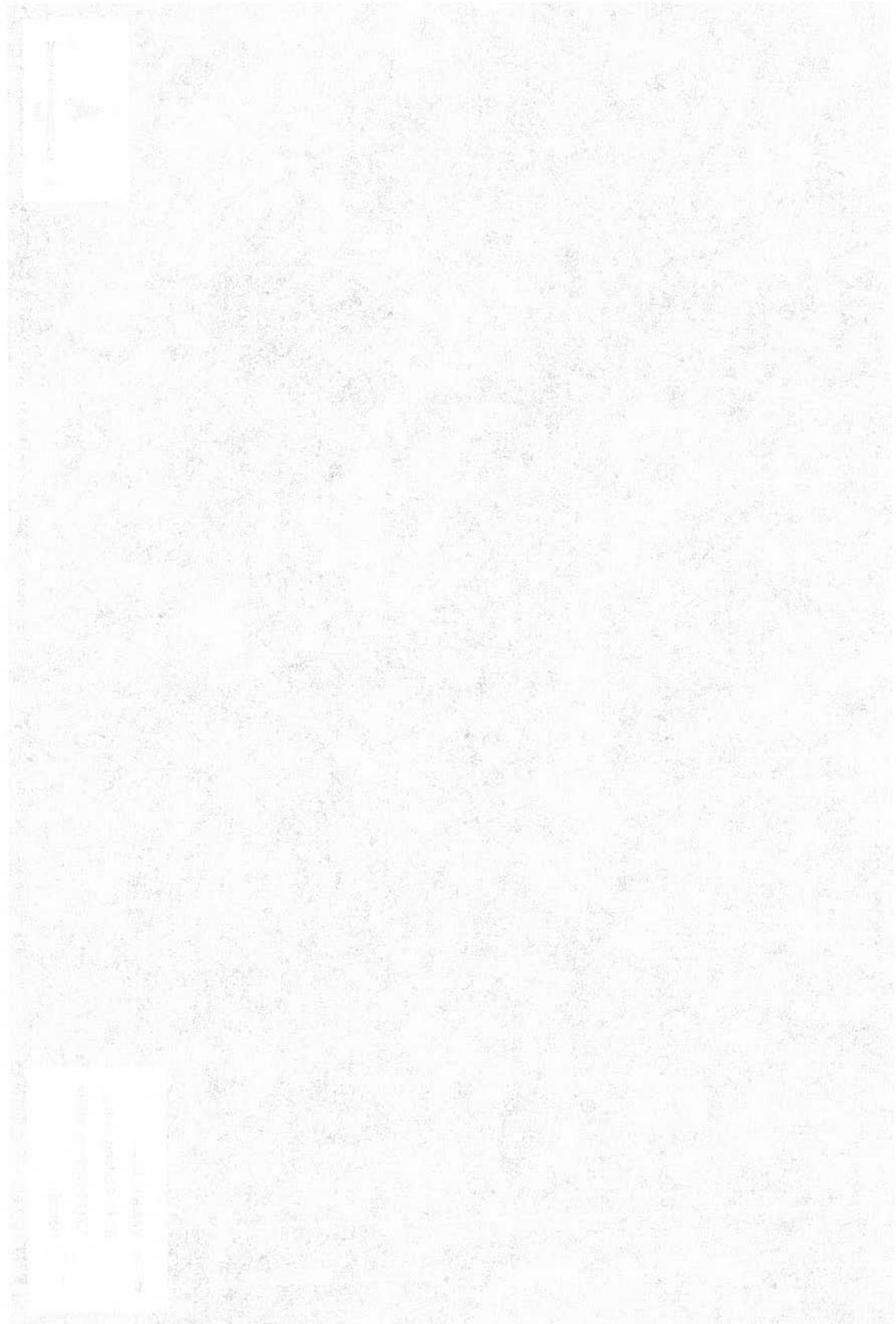


Oak Harbor WWTP . 209497
Figure 2
 Windjammer Park

SOURCE: ESA 2012; Island County, 2010; Aerials Express (2009) (Aerial).

NOTE: Wetland boundaries were not delineated. Wetland ditches, wetlands, and buffers are approximate only.

10/10/2008 10:10 AM
10/10/2008 10:10 AM
10/10/2008 10:10 AM



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

Bill No.

AB6

Date:

November 20, 2012

Subject:

2013 Legislative Priorities

FROM:


Larry E. Cort, Interim City Administrator

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

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

PURPOSE

The purpose of this agenda bill is to seek approval of the City of Oak Harbor Legislative Priorities for the 2013 session.

AUTHORITY

The City Council has been granted the authority to plan and organize its internal affairs by RCW 35A.11.020.

SUMMARY STATEMENT

As a direct means to convey information to the State Legislature for the upcoming Legislative session, the attached resolution outlines those issues which the City of Oak Harbor believes should have a high priority. A resolution by City Council conveying its wishes to our Legislators can be a more powerful message than sending or voicing individual requests. Moreover, a resolution provides a concise listing as a priority of those needs the City Council deems crucial.

The attached 2013 Legislative Priorities is based on the Council discussion at the November 14, 2012 special Council workshop. Once adopted, this resolution will be forward to the Association of Washington Cities and to our legislative partners.

STANDING COMMITTEE REPORT

The draft 2013 Legislative Priorities were discussed at a Special Council Workshop on November 14, 2012.

RECOMMENDED ACTION

Approve Resolution No. 12-32.

ATTACHMENTS

1. Draft Resolution No. 12-32.

RESOLUTION NO. 12-32

A RESOLUTION BY THE CITY OF OAK HARBOR IDENTIFYING 2013 WASHINGTON STATE LEGISLATIVE PRIORITY ISSUES

WHEREAS, the City of Oak Harbor has a keen interest in how the Washington State Legislature actions can and do impact the City; and

WHEREAS, it is the City's intention to work with the Governor's Office, the leadership throughout the Senate and House, and the Association of Washington Cities with specific help from the City's 10th District Legislators, and

WHEREAS, the City of Oak Harbor has a good positive working relationship with the current 10th District Legislators; and

WHEREAS, this positive working relationship does depend upon the frequent and ongoing exchange of information where the specific needs and priorities of the City of Oak Harbor are clearly expressed to our 10th District Legislators; and

WHEREAS, by the attached Exhibit "A" the City of Oak Harbor wishes to extend to Washington State Senator-Elect Bailey, Representative Smith, and Representative-Elect Hayes the City of Oak Harbor's 2013 Legislative Priority Issues.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Oak Harbor, Washington, that the attached Exhibit "A" is hereby adopted as the 2013 Legislative Priority Issues of the City of Oak Harbor.

PASSED by the City Council of the City of Oak Harbor and approved by its Mayor this 20th Day of November, 2012.

CITY OF OAK HARBOR

Scott Dudley, MAYOR

ATTEST:

Approved as to Form:

City Clerk

City Attorney

EXHIBIT "A"

CITY OF OAK HARBOR 2013 LEGISLATIVE PRIORITY ISSUES

1. **Retain** CAPRON Transportation funding as a critical resource for Whidbey Island surface transportation needs.
2. **Continue** to retain and support funding for the Public Works Trust Fund Program.
3. **Refrain** from supporting any Legislative proposals that would establish a mandate upon local government without providing the necessary funds to fully support the mandate.
4. **Support** a Legislative effort to limit local government liability and financial burdens caused by unreasonable public records requests.
5. **Support** a Legislative effort to **continue** planning for an alternative to and preservation of the Deception Pass Bridge.
6. **Support** a Legislative effort to repeal those portions of RCW 36.70A.070(6) requiring Island County and its cities such as Oak Harbor to include State highways and ferry route capacity in determining transportation concurrency in local comprehensive plans.
7. **Continue** to support Legislative efforts to provide ongoing funding assistance for Phase II cities subject to NPDES storm water regulation and permitting.
8. **Refrain** from supporting any Legislative proposal that requires the election of all municipal court judges.
9. **Support** Legislation that better clarifies and retains Legislative decision making for determining reasonable and cost effective indigent defense services rules.
10. **Continue** to be diligent in addressing the State budget crisis without transferring State obligations onto local government.
11. **Continue** to support Legislation that provides flexibility at the point of collecting development impact fees.

12. Support amending the frequency of required financial audits for cities and towns with records of clean audits.

13. Remove the permanent \$10 million diversion of liquor taxes to local governments and reinstate the historic revenue sharing system for liquor profits.

City of Oak Harbor
City Council Agenda Bill

Bill No. AB 7
Date: November 20, 2012
Subject: Interlocal Agreement
Establishing the Island County
Housing Advisory Board

FROM: Steve Powers *SP*
Director of Development Services

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill requests City Council authorization for the Mayor to sign an Interlocal Agreement between Island County, the cities of Langley and Oak Harbor, and the Town of Coupeville (Attachment 1) for the purpose of forming an Island County Housing Advisory Board to administer local recording surcharge funds. Attachment 2 terminates the current standing Interlocal Agreement and would need to be signed concurrently.

AUTHORITY

RCW 39.34.080 states that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, that such contract shall be authorized by the governing body of each party to the contract. As such, the City Council is the approval body to consider the agreement at a public meeting and has the authority to approve or deny the agreement.

BACKGROUND

In 2002 the Washington legislature established the "*affordable housing for all surcharge*" (RCW 36.22.178) that provides funding that "*must be used by the county and its cities and towns for eligible housing activities...*" and that must be "*allocated to eligible housing activities that serve extremely low and very low-income households in the county and cities within a county according to an interlocal agreement between the county and the cities.*" RCW 36.22.179 (in 2005) and RCW 36.22.1791 (in 2007) imposed recording document fees, the majority of which is remitted to the counties for programs that directly accomplish the goals of each county's local homeless housing plan.

The original Interlocal Cooperation Agreement was entered into on June 16, 2003 between the cities of Langley and Oak Harbor, Island County, the town of Coupeville and the Housing Authority of Island County for the purpose of creating an interlocal agreement for the use of funds created through the surcharge of ten dollars for each document recorded through the County Auditor's office to fund housing programs for extremely low and very low income persons throughout Island County.

Since establishment of the current local Interlocal Agreement, proper use of the collected funds has been the responsibility of two groups: the Island County Affordable Housing Advisory Board and the Island County Homeless Housing Task Force. This proposed Interlocal Agreement on Housing has as its main purpose to combine the two current advisory groups listed above into a single ICHAB (Island County Housing Advisory Board).

SUMMARY STATEMENT

An initial version of this proposed Interlocal Agreement was provided to the City in 2011. Then Mayor Slowik and City staff forwarded recommended changes to Island County in late 2011; those changes have been incorporated into this latest proposed document (Attachment 1). The document provides for the following:

- Creates and specifies membership eligibility for an Island County Housing Advisory Board (ICHAB).
- Sets responsibilities of the ICHAB and provides basic allocation guidelines.
- Specifies what portion of funding is to be used to support administrative costs.
- Directs that (at least) an annual report be provided to parties of the agreement regarding funding use.
- Specifies a term of five years from date of execution with an automatic 5 year renewal unless any party elects to terminate.

CONCLUSION

Staff believes the elements of the proposed agreement satisfactorily meet the needs and interests of the City. Legal counsel has reviewed the agreement and found it acceptable as to form.

STANDING COMMITTEE REVIEW

The item went before the Governmental Service Committee on November 13, 2012.

RECOMMENDED ACTION

1. Approve Interlocal Agreement and Amendment document and authorize the Mayor to sign.

ATTACHMENTS

1. Interlocal Cooperation Agreement between Island County, the Cities of Langley and Oak Harbor, and the Town of Coupeville for the Purpose of Establishing the Island County Housing Advisory Board.
2. Amendment No. 2 to Interlocal Cooperation Agreement between the Cities of Langley and Oak Harbor, Island County, and the Town of Coupeville for the purpose of administering recording surcharge funds generated as allowed under RCW 36.22.178

MAYOR'S COMMENTS

Interlocal Cooperation Agreement between Island County, the Cities of Langley and Oak Harbor, and the Town of Coupeville for the Purpose of Establishing the Island County Housing Advisory Board

This Agreement is entered into between Island County and the Cities of Langley, Oak Harbor, and the Town of Coupeville for the purpose of establishing an Island County Housing Advisory Board to assist extremely low income, very low income and homeless housing program throughout Island County funded from surcharges on recording documents established by the Washington State Legislature and collected by the Island County Auditor's Office.

WHEREAS, the 2002 Washington State Legislature passed Substitute House Bill 2060 (RCW 36.22.178) establishing a recorded document surcharge to support housing projects that are affordable to extremely low and very low income persons, with the portion of the surcharge retained by the county to be used according to an interlocal agreement between the county and the cities within the county; and

WHEREAS, on June 16, 2003, Island County, the cities of Langley and Oak Harbor, the town of Coupeville, and the Housing Authority of Island County entered into an interlocal cooperation agreement for the use of the county-retained portion of the RCW 36.22.178 document recording surcharge in the county and cities/town, which was recorded under Island County Auditor's file number 4067793, and thereafter was modified by Amendment 1 on October 2, 2006, which was recorded under Island County Auditor's file number 4183365; and

WHEREAS, the 2007 Washington State Legislature passed Engrossed Second Substitute House Bill 1359 that modified RCW 36.22.178 and the uses that can be made of the county-retained portion of the document recording surcharge; and

WHEREAS, the 2005 Washington State Legislature passed Engrossed Second Substitute House Bill 2163 (RCW 36.22.179), the Homeless Housing and Assistance Act, adding an additional recorded document surcharge to support a county homeless housing plan with the portion of the surcharge retained by the county; and

WHEREAS, the 2005 Washington State Legislature passed Substitute Senate Bill 5767 (RCW 43.185C.160) requiring a county to establish a local homeless housing task force to develop and recommend a ten-year homeless housing plan, unless a county declines to participate in the program; and

WHEREAS, on December 19, 2005, the Island County Board of County Commissioners adopted Resolution C-144-05, the first Island County 10-Year Homeless Housing Plan, which was recommended by a homeless housing task force organized by the Housing Authority of Island County, whose members were not appointed by the Board of County Commissioners; and

WHEREAS, it is necessary to have a homeless housing task force designated by the Board of County Commissioners and it would be more efficient and effective if the county's homeless housing task force and the Island County Housing Advisory Board were combined to comprehensively address the issues of homelessness and affordable housing;

NOW, THEREFORE,

In consideration of the mutual housing benefits for extremely low and very low income and homeless persons, the signatories to this Agreement agree as follows:

1. Island County Housing Advisory Board. The Island County Housing Advisory Board (ICHAB) is hereby established.

The Island County Housing Advisory Board shall consist of the following members:

- A.) A representative of Island County;
- B.) A representative of the City of Oak Harbor;
- C.) A representative of the City of Langley;
- D.) A representative of the Town of Coupeville;
- E.) A representative from Camano Island;
- F.) One homeless person or formerly homeless person;
- G.) A representative of a private nonprofit organization with experience in low-income housing services; and
- H.) Up to 9 at-large members that include representatives from the construction industry, property management industry, real estate industry and agencies who serve low income households.

Representatives of the city of Oak Harbor, city of Langley, and town of Coupeville shall be appointed by their respective mayors. The other representatives shall be appointed by the Island County Board of County Commissioners (BOICC). Any member who is, or whose spouse or registered domestic partner is, employed by or serves on the board of an organization or group that is an applicant for funds for a project under Section 2 below shall abstain from participation in the selection of applications where the organization or group is an applicant for such funds. The terms of the members shall be three years; however, to stagger terms, the initial term of the members in categories A., C., E., and G. shall be two years, and the term of half of the initial members in category H. shall be two years. The other members shall have initial terms of three years. After the initial terms, all terms shall be three years. The ICHAB shall operate under the provisions of the Open Public Meetings Act, Chapter 42.30 RCW. A majority of the members of the ICHAB, as then constituted, shall constitute a quorum to conduct business.

2. ICHAB Responsibilities.

A. The ICHAB will serve as the organization to review applications and make recommendations to the Island County Board of County Commissioners for funding projects from revenues from the RCW 36.22.178 (Affordable Housing for All), RCW 36.22.179 (Homeless Housing and Assistance) and any additional recording fees approved by the Washington State Legislature for county-retained document recording surcharge funds to be used for like purposes.

B. The recommendations for funding projects from revenues of the RCW 36.22.178 (Affordable Housing for All) surcharges will be allocated as follows:

a. 25% for operating costs for emergency shelters and licensed overnight youth shelters or for building operation and maintenance costs of housing projects or units within housing projects built with housing trust funds that are affordable to extremely low or very low-income

persons with income at or below fifty percent of the area median income, and that require a supplement to rent income to cover ongoing operating costs.

b. 75% for acquisition, construction or rehabilitation of housing projects or units within housing projects that are affordable to extremely low and very low-income persons with income at or below fifty percent of the area median income; and

c. None for rental assistance vouchers.

The allocation formula shall be reviewed annually by the ICHAB and a recommendation submitted to the BOICC for any changes and the BOICC, Cities of Langley and Oak Harbor, and the Town of Coupeville, may change the allocation formula by majority agreement. The BOICC, in an emergency situation, may authorize expenditures from one fund category for the other fund category, for example, for emergency repair or replacement of a roof following a windstorm.

C. The recommendations for funding projects from revenues of the RCW 36.22.179 (Homeless Housing and Assistance) surcharges and any additional recording fees approved by the Washington State Legislature for homeless housing programs must be consistent with the then-current Island County 10-Year Plan to Reduce Homelessness.

D. The ICHAB will recommend to the Island County Board of County Commissioners, at least annually, updates related to the Island County 10-Year Plan to Reduce Homelessness under the provisions of RCW 43.185C.050, and any other recommendations to the Board as authorized under RCW 43.185C.160. The 10-Year Plan updates shall be consistent with the State Department of Commerce's ten-year homeless housing strategic plan.

3. No New Legal Entity – Administrator of Agreement. No separate legal or administrative entity is created or intended to be created hereby. The administrator of this Agreement, who shall staff ICHAB meetings, is the Director of the Island County Human Services Department. Island County shall retain six percent of the revenues from the RCW 36.22.178 (Affordable Housing for All) and RCW 36.22.179 (Homeless Housing and Assistance) surcharge funds from the prior year for costs related to administration of this Agreement.

4. Annual Reports. At least annually, the Director of the Island County Human Services Department shall report to the parties to this Agreement regarding the funds expended under this Agreement.

5. Term. This Agreement shall exist for five (5) years from the date of execution and shall be deemed automatically renewed for consecutive five (5) year period thereafter unless any party elects to terminate this Agreement. This Agreement may be terminated effective upon expiration of the initial five (5) year period or any subsequent five (5) year period by the terminating party giving written notice of termination to all of the other parties not later than the sixtieth (60th) day prior to the expiration of the term. Such notice of termination shall be by appropriate action of the elected governing body of the terminating party. Notwithstanding any other provision of this agreement, any party may terminate this agreement upon a 12 month written notice of intent to terminate. This Agreement may be amended, altered or changed in any manner by the mutual written agreement of the parties.

6. Indemnification/Hold Harmless. Each party shall assume the risk of, be liable for, and pay all damages, losses, costs, and expenses of its officers, officials, employees, and volunteers arising out of any duty performed, or not performed, while acting within the scope of this interlocal cooperation agreement.

7. Manner of Acquiring, Holding and Disposing of Property. The parties will not jointly acquire or hold real or personal property to fulfill this Agreement.

8. Filing of Agreement. Prior to its entry into force, this Agreement shall be filed with the Island County Auditor.

Adopted this _____ day of _____, 2012.

**Board of County Commissioners
Island County, Washington**

City of Langley

Helen Price Johnson, Chair

Larry Kwarsick, Mayor

Angie Homola

City of Oak Harbor

Kelly Emerson

Scott Dudley, Mayor

ATTEST:

Town of Coupeville

Elaine Marlow, Clerk of the Board

Nancy Conard, Mayor

AMENDMENT NO. 2 TO
 INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF
 LANGLEY AND OAK HARBOR, ISLAND COUNTY, AND THE TOWN OF
 COUPEVILLE FOR THE PURPOSE OF ADMINISTERING RECORDING
 SURCHARGE FUNDS GENERATED AS ALLOWED UNDER RCW 36.22.178

The original Interlocal Cooperation Agreement was entered into on June 16, 2003 between the cities of Langley and Oak Harbor, Island County, the town of Coupeville and the Housing Authority of Island County for the purpose of creating an interlocal agreement for the use of funds created through the surcharge of ten dollars for each document recorded through the County Auditor's office to fund housing programs for extremely low and very low income persons throughout Island County. Amendment No. 1 was entered into by the parties on October 2, 2006.

This Amendment No. 2 amends the Agreement, as follows:

The June 16, 2003 Interlocal Cooperation Agreement, which was recorded under Island County Auditor's file number 4067793, and thereafter modified by Amendment No. 1 on October 2, 2006, is hereby terminated. Prior to its entry into force, this Amendment No. 2 shall be filed with the Island County Auditor.

Adopted this _____ day of _____, 2012.

**Board of County Commissioners
 Island County, Washington**

City of Langley

 Helen Price Johnson, Chair

 Larry Kwarsick, Mayor

 Angie Homola

City of Oak Harbor

 Kelly Emerson

 Scott Dudley, Mayor

ATTEST:

Town of Coupeville

 Elaine Marlow, Clerk of the Board

 Nancy Conard, Mayor

Housing Authority of Island County

 Teri Anania, Executive Director



112 Second Street
P.O. Box 366
Langley, WA 98260
(360) 221-4246

City of Langley

LARRY KWARSICK
Mayor

Fax (360) 221-4265

TRANSMITTAL MEMORANDUM

TO: Renee Recker
City of Oak Harbor
865 SE Barrington
Oak Harbor, WA 98277

FROM: Debbie L. Mahler
Director of Finance/City Clerk

DATE: October 16, 2012

Enclosed is the following:

Island County Housing Advisory Board Interlocal Agreement -
Amendment 2

This material is transmitted:

- For approval
- For review and comment
- For your information and file
- For signature please

Please forward on to Coupeville. You will be provided you with a fully executed copy once the agreement is signed by all parties. Thanks!

Interlocal Cooperation Agreement between Island County, the Cities of Langley and Oak Harbor, and the Town of Coupeville for the Purpose of Establishing the Island County Housing Advisory Board

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WHEREAS, on June 16, 2003, Island County, the cities of Langley and Oak Harbor, the town of Coupeville, and the Housing Authority of Island County entered into an interlocal cooperation agreement for the use of the county-retained portion of the RCW 36.22.178 document recording surcharge in the county and cities/town, which was recorded under Island County Auditor's file number 4067793, and thereafter was modified by Amendment 1 on October 2, 2006, which was recorded under Island County Auditor's file number 4183365; and

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WHEREAS, the 2005 Washington State Legislature passed Engrossed Second Substitute House Bill 2163 (RCW 36.22.179), the Homeless Housing and Assistance Act, adding an additional recorded document surcharge to support a county homeless housing plan with the portion of the surcharge retained by the county; and

WHEREAS, the 2005 Washington State Legislature passed Substitute Senate Bill 5767 (RCW 43.185C.160) requiring a county to establish a local homeless housing task force to develop and recommend a ten-year homeless housing plan, unless a county declines to participate in the program; and

WHEREAS, on December 19, 2005, the Island County Board of County Commissioners adopted Resolution C-144-05, the first Island County 10-Year Homeless Housing Plan, which was recommended by a homeless housing task force organized by the Housing Authority of Island County, whose members were not appointed by the Board of County Commissioners; and

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- D.) A representative of the Town of Coupeville;
- E.) A representative from Camano Island;
- F.) One homeless person or formerly homeless person;
- G.) A representative of a private nonprofit organization with experience in low-income housing services; and
- H.) Up to 9 at-large members that include representatives from the construction industry, property management industry, real estate industry and agencies who serve low income households.

Representatives of the city of Oak Harbor, city of Langley, and town of Coupeville shall be appointed by their respective mayors. The other representatives shall be appointed by the Island County Board of County Commissioners (BOICC). Any member who is, or whose spouse or registered domestic partner is, employed by or serves on the board of an organization or group that is an applicant for funds for a project under Section 2 below shall abstain from participation in the selection of applications where the organization or group is an applicant for such funds. The terms of the members shall be three years; however, to stagger terms, the initial term of the members in categories A., C., E., and G. shall be two years, and the term of half of the initial members in category H. shall be two years. The other members shall have initial terms of three years. After the initial terms, all terms shall be three years. The ICHAB shall operate under the provisions of the Open Public Meetings Act, Chapter 42.30 RCW. A majority of the members of the ICHAB, as then constituted, shall constitute a quorum to conduct business.

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A. The ICHAB will serve as the organization to review applications and make recommendations to the Island County Board of County Commissioners for funding projects from revenues from the RCW 36.22.178 (Affordable Housing for All), RCW 36.22.179 (Homeless Housing and Assistance) and any additional recording fees approved by the Washington State Legislature for county-retained document recording surcharge funds to be used for like purposes.

B. The recommendations for funding projects from revenues of the RCW 36.22.178 (Affordable Housing for All) surcharges will be allocated as follows:

a. 25% for operating costs for emergency shelters and licensed overnight youth shelters or for building operation and maintenance costs of housing projects or units within housing projects built with housing trust funds that are affordable to extremely low or very low-income

persons with income at or below fifty percent of the area median income, and that require a supplement to rent income to cover ongoing operating costs.

b. 75% for acquisition, construction or rehabilitation of housing projects or units within housing projects that are affordable to extremely low and very low-income persons with income at or below fifty percent of the area median income; and

c. None for rental assistance vouchers.

The allocation formula shall be reviewed annually by the ICHAB and a recommendation submitted to the BOICC for any changes and the BOICC, Cities of Langley and Oak Harbor, and the Town of Coupeville, may change the allocation formula by majority agreement. The BOICC, in an emergency situation, may authorize expenditures from one fund category for the other fund category, for example, for emergency repair or replacement of a roof following a windstorm.

C. The recommendations for funding projects from revenues of the RCW 36.22.179 (Homeless Housing and Assistance) surcharges and any additional recording fees approved by the Washington State Legislature for homeless housing programs must be consistent with the then-current Island County 10-Year Plan to Reduce Homelessness.

D. The ICHAB will recommend to the Island County Board of County Commissioners, at least annually, updates related to the Island County 10-Year Plan to Reduce Homelessness under the provisions of RCW 43.185C.050, and any other recommendations to the Board as authorized under RCW 43.185C.160. The 10-Year Plan updates shall be consistent with the State Department of Commerce's ten-year homeless housing strategic plan.

3. No New Legal Entity – Administrator of Agreement. No separate legal or administrative entity is created or intended to be created hereby. The administrator of this Agreement, who shall staff ICHAB meetings, is the Director of the Island County Human Services Department. Island County shall retain six percent of the revenues from the RCW 36.22.178 (Affordable Housing for All) and RCW 36.22.179 (Homeless Housing and Assistance) surcharge funds from the prior year for costs related to administration of this Agreement.

4. Annual Reports. At least annually, the Director of the Island County Human Services Department shall report to the parties to this Agreement regarding the funds expended under this Agreement.

5. Term. This Agreement shall exist for five (5) years from the date of execution and shall be deemed automatically renewed for consecutive five (5) year period thereafter unless any party elects to terminate this Agreement. This Agreement may be terminated effective upon expiration of the initial five (5) year period or any subsequent five (5) year period by the terminating party giving written notice of termination to all of the other parties not later than the sixtieth (60th) day prior to the expiration of the term. Such notice of termination shall be by appropriate action of the elected governing body of the terminating party. Notwithstanding any other provision of this agreement, any party may terminate this agreement upon a 12 month written notice of intent to terminate. This Agreement may be amended, altered or changed in any manner by the mutual written agreement of the parties.

6. Indemnification/Hold Harmless. Each party shall assume the risk of, be liable for, and pay all damages, losses, costs, and expenses of its officers, officials, employees, and volunteers arising out of any duty performed, or not performed, while acting within the scope of this interlocal cooperation agreement.

7. Manner of Acquiring, Holding and Disposing of Property. The parties will not jointly acquire or hold real or personal property to fulfill this Agreement.

8. Filing of Agreement. Prior to its entry into force, this Agreement shall be filed with the Island County Auditor.

Adopted this _____ day of _____, 2012.

**Board of County Commissioners
Island County, Washington**

Helen Price Johnson, Chair

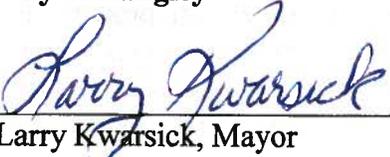
Angie Homola

Kelly Emerson

ATTEST:

Elaine Marlow, Clerk of the Board

City of Langley



Larry Kwarsick, Mayor

City of Oak Harbor

Scott Dudley, Mayor

Town of Coupeville

Nancy Conard, Mayor

AMENDMENT NO. 2 TO
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF
LANGLEY AND OAK HARBOR, ISLAND COUNTY, AND THE TOWN OF
COUPEVILLE FOR THE PURPOSE OF ADMINISTERING RECORDING
SURCHARGE FUNDS GENERATED AS ALLOWED UNDER RCW 36.22.178

The original Interlocal Cooperation Agreement was entered into on June 16, 2003 between the cities of Langley and Oak Harbor, Island County, the town of Coupeville and the Housing Authority of Island County for the purpose of creating an interlocal agreement for the use of funds created through the surcharge of ten dollars for each document recorded through the County Auditor's office to fund housing programs for extremely low and very low income persons throughout Island County. Amendment No. 1 was entered into by the parties on October 2, 2006.

This Amendment No. 2 amends the Agreement, as follows:

The June 16, 2003 Interlocal Cooperation Agreement, which was recorded under Island County Auditor's file number 4067793, and thereafter modified by Amendment No. 1 on October 2, 2006, is hereby terminated. Prior to its entry into force, this Amendment No. 2 shall be filed with the Island County Auditor.

Adopted this _____ day of _____, 2012.

**Board of County Commissioners
Island County, Washington**

Helen Price Johnson, Chair

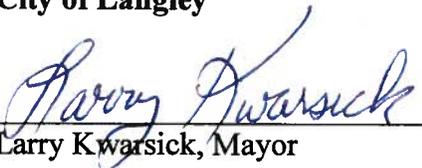
Angie Homola

Kelly Emerson

ATTEST:

Elaine Marlow, Clerk of the Board

City of Langley



Larry Kwarsick, Mayor

City of Oak Harbor

Scott Dudley, Mayor

Town of Coupeville

Nancy Conard, Mayor

Housing Authority of Island County

Teri Anania, Executive Director

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
ALBANY, N.Y.

The undersigned, Attorney General, do hereby certify that the following is a true and correct copy of the original as filed in the Office of the Attorney General, Albany, New York, on this 1st day of January, 1901.

This document is a copy of the original as filed in the Office of the Attorney General, Albany, New York, on this 1st day of January, 1901.

Witness my hand and the seal of the Office of the Attorney General, Albany, New York, on this 1st day of January, 1901.

Attorney General

[Signature]
Attorney General

1st day of January, 1901

Albany, New York

1901

[Signature]
Attorney General

1st day of January, 1901

Albany, New York

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

Bill No.: ABB
Date: November 20, 2012
Subject: Contract Renewal - Public Defense
Administration Services-Jack Kerr


FROM: Larry Cort, Interim City Administrator

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

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

PURPOSE

This agenda bill seeks Council approval of a Contract Renewal for Public Defense Administration Services.

AUTHORITY

Pursuant to the 6th Amendment to the United States Constitution, every person charged with a crime for which jail time is a potential penalty and who is unable to pay the cost of an attorney is entitled to have an attorney appointed to represent them at public expense. Washington law (Chapter 10.101 RCW) places an obligation to pay for public defense services for indigent defendants upon the charging jurisdiction. Therefore, the City is required to determine whether a person qualifies for a public defense.

FISCAL IMPACT

\$1,400 per month or \$16,800 per year
Fund: 001 General (Court)

SUMMARY STATEMENT

The City is required to provide public defense (legal) services to indigent individuals charged with violation of City Code. This Agreement provides the process to determine if an individual is eligible for court-appointed attorneys (public defense). Unlike indigent defense counsel, who must comport with standards and rules established by the Washington Supreme Court, administrators are not subject to the same rules. As such, and unlike agreements for public defense attorneys, it is unlikely that this agreement will need to be adjusted in the upcoming year.

BACKGROUND

The City's current Agreement for Public Defense Administration Services is with Jack Kerr, and will expire on December 31, 2012. Mr. Kerr has served as the Public Defense Administrator since January 1, 1999 and review of the services, as required and provided by Mr. Kerr, indicates that they are of the highest quality.

City of Oak Harbor City Council Agenda Bill

The proposed extension to the Agreement is for one year, and after execution the agreement will terminate on December 31, 2013. Compensation remains unchanged, at \$1,400 per month.

STANDING COMMITTEE REVIEW

N/A

STAFF RECOMMENDATIONS

Approve the Agreement as submitted and authorize the Mayor to sign the extension to the Agreement for Public Defense Administration services.

ATTACHMENTS

Proposed One Year Extension Agreement – January 1, 2012 through December 31, 2013.

AMENDMENT TO AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2012, by and between the CITY OF OAK HARBOR, a Washington municipal corporation (hereinafter referred to as the "City") and JACK KERR (hereinafter referred to as the "SERVICE PROVIDER").

WITNESSETH:

WHEREAS, the City entered into an Agreement with the SERVICE PROVIDER dated December 8, 2010 for the provision of Indigent Defense Screening Services (hereafter the "Agreement"); and

WHEREAS, the parties hereto wish to amend the Agreement by extending the term thereof;

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

A. Section 2 – Term of the Agreement is hereby amended to read as follows:

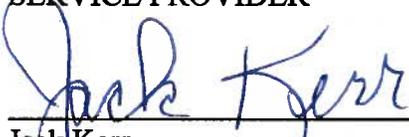
The term of this Agreement shall begin on January 1, 2013 and shall terminate on December 31, 2013 unless sooner terminated according to the provisions herein.

B. All other terms and conditions of the Agreement shall remain the same.

CITY OF OAK HARBOR

SERVICE PROVIDER

Mayor Scott Dudley



Jack Kerr

Dated: _____

Dated: 11-15-12

Attest:

Nacelle J. Heuslein, Interim City Clerk

Approved as to form:

Grant Weed, Interim City Attorney

THE UNIVERSITY OF MICHIGAN LIBRARIES

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CONFIDENTIAL

CONFIDENTIAL

[Handwritten signature]

Date: 11-17-71

Date: _____

Date: _____

Date: _____

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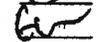
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**City of Oak Harbor
City Council Agenda Bill**

Bill No. AB-9
Date: November 20, 2012
Subject: Contract with Whidbey General
Hospital

FROM: Ray Merrill, Fire Chief

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

To enter into an inter-local agreement with Whidbey General Hospital (WGH) for the purpose of providing emergency medical assistance when requested.

AUTHORITY

RCW 39.34.080 states that any one or more public agencies may contract with any one or more other agencies to perform governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, that such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.

FISCAL IMPACT DESCRIPTION

Funds Required: \$ 0

Appropriation Source: _____

SUMMARY STATEMENT:

Beginning in 1999 fire departments on Whidbey Island began receiving funds from WGH to help in deferring the cost associated with pre-hospital medical responses. Over the course of time two of the fire departments began a contract to provide for Basic Life Support (BLS) transport services. The remaining two departments (OHFD and South Whidbey) still receive payments for pre-hospital care.

Oak Harbor's contract expired December 31, 2011. This agreement will be for pre-hospital care commencing January 1, 2012 and expiring December 31, 2013. The rate of reimbursement will be determined at a fixed call rate times the number of calls where service was requested.

City of Oak Harbor City Council Agenda Bill

SUMMARY STATEMENT: (cont)

This agreement has been reviewed by Whidbey General Hospital administrative staff and was approved by the Board on November 12, 2012.

With the approval of this agreement, the Oak Harbor Fire Department will receive approximately \$45,000.00 per year in revenue. Since 1999 the department has received approximately \$554,933.00. These funds have been deposited into the general fund.

STANDING COMMITTEE REPORT

This information was reviewed at the Public Safety Standing Committee meeting held on August 16, 2012 and September 20, 2012

RECOMMENDED ACTION

Approve this Agreement and authorize the Mayor to sign the contract for pre-hospital care/emergency medical care with Whidbey General Hospital.

ATTACHMENTS

Agreement between Whidbey General Hospital and the Oak Harbor Fire Department for pre-hospital/emergency medical care.

Return to:
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

GRANTOR: Whidbey Island Public Hospital District

GRANTEE: City of Oak Harbor

LEGAL DESCRIPTION: Interlocal Agreement City of Oak Harbor
No property exchanging hands

PARCEL NO: n/a

AGREEMENT FOR EMS SERVICES

WHEREAS, the City of Oak Harbor, a municipal corporation, hereinafter referred to as “City”, and Whidbey Island Public Hospital District, hereinafter referred to as “District”, concur on entering into an agreement pertaining to the District reimbursing the City in part for assisting with pre-hospital emergency medical responses in Oak Harbor, Washington; and

WHEREAS, the District is supported by a levy to provide emergency medical services to all of Whidbey Island;

WHEREAS, the parties along with other Fire Departments on Whidbey Island have made arrangements relating to the provision of emergency medical services for Whidbey Island; and

WHEREAS, the City and the District entered into an agreement for emergency medical services with a five year term on January 1, 2004 (the “Original Agreement”), and

WHEREAS, the parties desire to extend the term of the Original Agreement and make certain clarifications to the Original Agreement.

Now, therefore,

The parties hereto are agreed as follows:

1. Term. This Agreement commences on January 1, 2012 (“Commencement Date”), and will continue in effect for two 2 years until December 31, 2013 (the “Initial Term”), unless terminated earlier under Section 8 below.
2. EMS Services. The City shall provide the emergency medical services listed on Appendix A (the “EMS Services”) for the District. The City shall provide EMS Services in the manner required to ensure the District’s compliance with the guidelines of applicable accrediting agencies, with all rules and regulations promulgated by local, state, and federal regulatory agencies and with all requirements necessary for the District to bill patients and third party payers for the EMS services should the District decide to do so. The City shall provide EMS services only through City Fire Department personnel who are appropriately trained and licensed first responders or emergency medical technicians.
3. Payment and Calculation. The District shall compensate the City for the EMS Services provided under this Agreement according to a payment methodology set forth below.
 - a. WGH will pay to the City a fixed amount of \$98.75 per call based on the City’s number of emergency medical responses excluding motor vehicle accidents, patient entrapment and high angle rescues each year. Only CPR calls and requests for medical response by the district will be used in total run calculation.
 - b. The City’s number is based on the City’s total pre-hospital emergency medical responses made by the City’s fire department. For example, if the City completed 400 responses, they would be compensated at \$98.75 per call for a total of \$39,500. Only those responses where the City documents that they arrived at the scene of an emergency and were prepared to provide EMS Services or that they had initiated an EMS response that was cancelled by the District prior to the City’s arrival at the scene shall be included in the calculation. The City and the District shall agree to necessary documentation which the District must be able to audit for verification of the payment calculation.
 - c. The City, will invoice WGH semi-annually for the current contract year. Invoicing will occur during July for the previous 6 months of service (January 1 – June 30). and during January for the previous 6 months of service (July 1 – December 31). WGH will remit payment within 30 days of invoicing. All calls for service as entered into the Records

Management System (RMS) using 311 (assist other EMS agency) code will be used as the basis for billing.

- b. Payments to the City under this Agreement can be used on to provide emergency medical care or emergency medical services, including related personnel costs, training for such personnel and related equipment, supplies, vehicles, and structures needed to provide the EMS Services.
4. Financial Responsibility. Each party shall bear financial responsibility for its own respective activities except to extent set out above.
5. Relationship to Existing Agreements. Unless expressly provided otherwise in this Agreement, this Agreement is not intended to modify or supersede existing agreements and shall be construed in a manner which is consistent therewith.
6. Amendments. This Agreement may be amended from time to time by written amendment. All amendments must be agreed to by the City and the District.
7. Termination.
 - a. Termination Without Cause. Either party may terminate this Agreement at any time by giving written notice to the other party one hundred twenty (120) days in advance of the termination date.
 - b. Immediate Termination by the District for Cause. The District may terminate this Agreement immediately upon written notice to the City if the City fails to perform any term or condition of this Agreement, or fails to comply with the policies, standards or regulations of the District after written notice and a reasonable opportunity to cure.
8. Administration.
 - a. The provisions of this Agreement shall be managed by District Administrator and Oak Harbor Fire Chief. They shall meet as necessary to ensure that the provisions of this Agreement are fulfilled, and shall maintain records of all actions as required to accomplish the work of the Agreement. They may delegate responsibilities under this Agreement as they chose fit.
 - b. Otherwise, there shall be no independent government body to manage the provisions of this Agreement.

9. Property. There is no joint property to be held under this agreement.

10. Indemnification.

- a. The District shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the District, its officers, agents and employees, or any of them, in the performance of activities carried out under this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the City, the District shall defend the same at its sole cost and expense. If final judgment be rendered against the City and its officers, agents and employees, or any of them, or jointly against the City and the District and their respective officers, agents and employees, or any of them, the District shall satisfy same.
- b. In executing this Agreement, the District does not assume liability or responsibility for, or in any way release the City from liability or responsibility which arises in whole or in part from the existence or effect of City's own negligence, act or omission. If any cause, claim, suit or action is commenced in which the City's negligent act or omission is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the District, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- c. The City shall indemnify and hold harmless the District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents and employees, or any of them, in the performance of the activities it undertakes pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the District, the City shall defend the same at its sole cost and expense. If final judgment be rendered against the District and its officers, agents and employees, or any of them, or jointly against the City and the District and their respective officers, agents and employees, or any of them, the City shall satisfy the same.
- d. In executing this Agreement, the City does not assume liability or responsibility for, or in any way release the District from liability or responsibility which arises in whole or in part from the existence or effect of the District's negligence, act or omission. If any cause, claim, suit or

action proceeding is commenced which the source of liability is the Hospital's negligence, act or omission of care, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the District, or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.

11. Insurance. The City shall maintain and/or ensure the maintenance of, at its sole expense, policies of professional liability insurance issued by reputable commercial insurers licensed to do business in Washington or a system of self insurance that is acceptable to the District and that cover the City and any City personnel against claims of professional malpractice or negligence that arise out of or relate to EMS Services provided under this Agreement. The insurance shall have minimum policy limits of One Million Dollars (\$1,000,000) per incident and Five Million Dollars (\$5,000,000) in the annual aggregate.

12. Dispute Resolution. All disputes between the parties, including, without limitation, disputes missing from or relating to this Agreement or the relationship between the parties, shall be resolved by the dispute resolution process set forth in Exhibit B.

13. Severability. In the event that any provision of this Agreement is declared invalid or illegal, such declaration shall in no way affect or invalidate any other provisions thereof, and such other provisions shall remain in full force and effect.

DATED this 13 day of NOVEMBER, 2012.



Administrator
Whidbey Island Public Hospital District

Mayor
City of Oak Harbor

APPENDIX A

EMS Services

The City shall provide the following EMS Services for the District:

1. First responder services for any medical emergency that occurs within the boundaries for which the City provides Fire Protection Services, including but not limited to first aid for soft tissue and bone injuries, assist in childbirth and assistance with extracting, packaging, moving and transporting patients.
2. Assistance to District EMS personnel who arrive at the scene, including emergency medical assistance, patient extraction, patient movement and transportation. Such assistance shall be at the Direction of District EMS personnel.
3. Maintain equipment, vehicles and supplies necessary to provide the EMS Services.
4. Ensure that all City personnel who provide services under this Agreement are adequately trained emergency medical technicians or first responders, as deemed appropriate by City and District.

EXHIBIT B

DISPUTE RESOLUTION

1. **POLICY.** The parties hope there will be no disputes arising from this Medical Director Agreement (the "Agreement"). If a dispute arises, the parties shall first try to negotiate a fair and prompt resolution through an internal process. If they are unsuccessful, the dispute shall be resolved by binding arbitration, the parties acknowledging that they intend to give up their right to have any dispute arising out of this Agreement decided in court by a judge or jury. The provisions of the Washington arbitration statute, chapter 7.04 RCW, are incorporated herein to the extent not inconsistent with the other terms of this Agreement.

2. **INTERNAL DISPUTE RESOLUTION PROCESS.** Each party agrees that if a dispute arises it will promptly notify the other party. The parties shall attempt in good faith to resolve the dispute pursuant to District's internal dispute resolution process. This process shall entail all east one meeting between Hospital administration and the Provider to discuss the dispute and such meeting may be facilitated, at the request of either party, by an independent facilitator. The cost of the facilitator shall be divided equally between the parties. If the parties are unable to resolve the dispute within 60 days, the dispute shall be resolved by binding arbitration as set forth in Section 3.

3. **BINDING ARBITRATION.** Any controversy or claim between the parties arising from or relating to this Agreement shall be resolved by an arbitration to be commenced in the manner provided in RCW 7.04.060; provided, however, that all statutes of limitations that would otherwise apply shall apply to disputes submitted to arbitration. This process applies regardless of when the dispute arises and will remain in effect after termination of this Agreement.

3.1 **Commencement.** Arbitration shall be commenced by serving a written demand for arbitration on the other party, either personally or by both regular first class mail and certified mail, return receipt requested in accordance with the terms of RCW 7.04.060.

3.2 **Arbitrator.** There shall be one arbitrator selected by mutual agreement of the parties. If the parties cannot, within 15 days after commencement of the Arbitration, agree on an arbitrator, he/she shall be selected by the administrator of the Judicial Dispute Resolution ("JDR") office in Seattle, Washington, within 15 days thereafter. In the event JDR no longer operates in Seattle, the mediator shall be chosen by the administrator of the American Arbitration Association ("AAA") in Seattle, Washington. When the arbitrator cannot be mutually agreed upon, the party seeking

arbitration shall apply to JDR or AAA within 10 days of completion of the internal process and shall request arbitration within 120 days. The venue of the arbitration shall be Coupeville, Washington, or another location agreed to by the parties.

3.3 Arbitrability. The arbitrator shall determine whether a controversy or claim is covered by this Agreement.

3.4 Third-Party Intervention. If either party so requests at any time within 75 days of the submission of the dispute to arbitration, the parties shall try to resolve it by nonbinding third-party intervention, including mediation, evaluation or both, but without delaying the arbitration hearing date.

3.5 Arbitration Procedures. The arbitration shall be conducted under the JDR Dispute Resolution Rules or the AAA Commercial Arbitration Rules, whichever entity presides over the arbitration, in effect on the date that the arbitrator is selected, to the extent consistent with this Exhibit B. Any discovery authorized by the arbitrator shall not extend the time limits established by this section. The arbitrator shall not be bound by the rules of evidence or of civil procedure, but rather may consider such evidence as reasonable business people would consider in the conduct of their day-to-day affairs. The parties wish to minimize the cost of the dispute resolution process. To that end, the arbitrator shall have the authority to limit live testimony and cross-examination and may require the parties to submit some or all of their case by written declaration, but only to the extent the arbitrator determines that such procedure can be done without jeopardizing a fair hearing of the dispute.

3.6 Time Limits. The arbitrator and the parties shall do what is reasonably necessary to conduct the arbitration hearing within 120 days of the date the arbitrator is selected, and the arbitrator shall make every effort to limit the hearing to two days and to render his/her opinion within 14 days after the hearing. The parties have specified these time limits to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award.

3.7 Construction of Agreement. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement and shall only interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

3.8 Award. The arbitrator shall render his/her decision in writing. The decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator shall apply applicable law. Absent fraud, collusion or willful misconduct by the arbitrator, the award shall be final,

and judgment may be entered in any court having jurisdiction. The arbitrator may award injunctive relief or any other remedy available from a judge, including the joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or that may promote judicial economy. If a court, applying applicable substantive state law, would be authorized to award punitive or exemplary damages, the arbitrators shall have the same power, but the arbitrators otherwise shall not award punitive or exemplary damages.

3.9 Representation by Counsel. All parties shall have the right to representation by legal counsel at any stage of the proceedings.

3.10 Costs. The parties shall share equally the cost of the arbitrator's fees, filing fees and any other expenses such as court reporter fees that are jointly incurred. All other costs and expenses, including attorney fees, shall be paid by the party incurring them.

3.11 Failure to Pay Arbitrator's Fee. In the event that any party fails or refuses to pay that party's designated portion of the fees above, the other party who has paid that party's share of the arbitrator's fee may request of the arbitrator an award of default against the non-paying party, which shall be granted absent extenuating circumstances that in the arbitrator's judgment exist making it unfair to grant a default award to the requesting party.

The first part of the paper is devoted to the study of the asymptotic behavior of the solutions of the system (1) as $t \rightarrow \infty$. It is shown that the solutions of the system (1) are bounded and tend to zero as $t \rightarrow \infty$. The second part of the paper is devoted to the study of the asymptotic behavior of the solutions of the system (1) as $t \rightarrow \infty$. It is shown that the solutions of the system (1) are bounded and tend to zero as $t \rightarrow \infty$.

The third part of the paper is devoted to the study of the asymptotic behavior of the solutions of the system (1) as $t \rightarrow \infty$. It is shown that the solutions of the system (1) are bounded and tend to zero as $t \rightarrow \infty$.

The fourth part of the paper is devoted to the study of the asymptotic behavior of the solutions of the system (1) as $t \rightarrow \infty$. It is shown that the solutions of the system (1) are bounded and tend to zero as $t \rightarrow \infty$.

The fifth part of the paper is devoted to the study of the asymptotic behavior of the solutions of the system (1) as $t \rightarrow \infty$. It is shown that the solutions of the system (1) are bounded and tend to zero as $t \rightarrow \infty$.