



March 19, 2013

**CITY COUNCIL AGENDA**

6:00 p.m.

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**CALL TO ORDER**

**APPROVAL OF AGENDA**

**PLEDGE OF ALLEGIANCE/INVOCATION**

**ROLL CALL**

**MINUTES**

Minutes of the Regular City Council meeting held March 5, 2013

**PRESENTATIONS OF OTHER NON-ACTION COUNCIL ITEMS**

- Recognition of Hank Nydam's 30 Years of Service

**CITIZEN COMMENT PERIOD**

**CONSENT AGENDA**

- 1.a. Motion to approve the Accounts Payable Vouchers in the amount of \$208.25, consisting of Nos. 153376 through 153378; and in the amount of \$530,935.64, consisting of Nos. 153379 through 153539
- b. Motion to authorize the Mayor to sign the contract with GeoEngineers, Inc. to investigate the North Reservoir site for evidence of an earthquake fault with a not to exceed limit of \$35,900 and a management reserve of \$1,000
- c. Motion to close and terminate the public hearing to consider revocation of the Nightclub License for the Element Nightclub
- d. Motion to set a public meeting on April 2, 2013, to consider amending Section 2.34.055 of the Oak Harbor Municipal Code Relating to Management Positions (Ordinance 1654)
- e. Motion to set a public meeting on April 2, 2013, to consider suspending the regular meetings of the City Council Standing Committees established under Section 1.04.015 of the Oak Harbor Municipal Code (Ordinance 1656)

**HEARINGS AND ORDINANCES/RESOLUTIONS**

2. Ordinance 1652: Relating to the Keeping of Back Yard Chickens (2<sup>nd</sup> Reading and Adoption)
3. Ordinance 1655: Relating to the Marina Advisory Committee and Amending Oak Harbor Municipal Code (OHMC) Sections 2.30.030 and 2.30.040 (1st Reading)



March 19, 2013

**CITY COUNCIL AGENDA**

6:00 p.m.

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**OTHER BUSINESS**

4. Resolution 13-07: Amending the Employee Policy Manual Regarding Wellness Program Participants
5. Motion to authorize staff to submit the Draft Wastewater Facilities Plan to the State of Washington Department of Ecology
6. Motion to authorize the Mayor to sign Amendment No. 6 to the consultant agreement with Carollo Engineers for additional site investigation related to a new wastewater treatment plant
7. Motion to confirm appointment and approval of Employment Contract with City Attorney

**FUTURE CITY COUNCIL PENDING ITEMS - In Packet**

**CITY ADMINISTRATOR COMMENTS**

**COUNCILMEMBER'S COMMENTS**

**MAYOR'S COMMENTS**

**ADJOURNMENT**

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

For scheduled public hearings, if you wish to speak, please sign your name to the sign-up sheet, located in the Council Chambers. The Council will take all information under advisement. Generally, Council will not take any action during the same 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!

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

Oak Harbor City Council  
Regular Meeting Minutes  
March 5, 2013

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**CALL TO ORDER**

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

**ROLL CALL**

Present:

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

Staff Present:

City Administrator Larry Cort  
Development Service Director Steve Powers  
City Clerk Valerie J. Loffler  
Executive Assistant Renee Recker  
Chief of Police Ed Green  
Finance Director Doug Merriman  
Fire Chief Ray Merrill  
Interim City Attorney Grant Weed  
Public Works Director Cathy Rosen  
Cac Kamak, Senior Planner

**APPROVAL OF AGENDA**

**Motion:** Councilmember Hizon moved to add an Executive Session following Mayor's Comments. The motion was seconded by Councilmember Campbell and carried unanimously.

**Motion:** Councilmember Hizon moved to remove items c. through g. and j. from the Consent Agenda. The motion was seconded by Councilmember Servatius and carried unanimously.

**Motion:** Councilmember Servatius moved to remove item i. from the Consent Agenda. The motion was seconded by Councilmember Campbell and carried unanimously.

**Motion:** Councilmember Campbell moved to approve the Consent Agenda as amended. The motion was seconded by Councilmember Severns and carried unanimously.

**PLEDGE OF ALLEGIANCE/INVOCATION**

Mayor Dudley led the Pledge of Allegiance, and Pastor Don Jacques from Christ the King Community Church gave the invocation.

**MINUTES**

The Minutes of the Regular City Council meeting of February 19, 2013, were approved as presented.

## **PRESENTATIONS**

### St. Patrick's Day Proclamation

Mayor Pro Tem Paggao was joined at the podium by members of the Irish Wildlife Society as he read the Proclamation in recognition of St. Patrick's Day in the City of Oak Harbor.

### Recognition of Sgt. Larry Ferguson

Captain Sterkel recognized Sgt. Larry Ferguson for 15 years of service and presented him with a fleece jacket.

### Island County Tourism

Sherrye Wyatt, Marketeer for Island County Tourism Board, provided a report on tourism's economic impact to the State and Island County. Ms. Wyatt also discussed the Board's strategic approach to marketing.

## **CITIZEN COMMENTS PERIOD**

Larry Eden related to Council about the services provided by the volunteers at the Whidbey Animal Improvement Facility.

Tim Geist provided a letter expressing his opinion concerning opening prayers offered at City Council meetings.

Richard Everett expressed his opposition to the non-City residents who attended and provided comments to Council during discussion of 2<sup>nd</sup> Amendment rights.

Gary Newkirk stated he wanted the issue brought back before Council.

Helen Chatfield-Weeks declared she also wanted to know who the non-residents who spoke to Council were. She wants Oak Harbor stand up and demand that we are protected being in this room from people with guns and real bullets.

## **CONSENT AGENDA**

City Clerk Valerie J. Loffler read the Consent Agenda, as amended.

- a. Approval of Accounts Payable Voucher Nos. 153228 through 153235 in the amount of \$332.68
- b. Approval of Accounts Payable Voucher Nos. 153236 through 153375 in the amount of \$426,892.57
- c. Motion to reappoint Bob Nelson to the Marina Advisory Committee for a three-year term to expire January 2016
- d. Motion to appoint Jeffrey Campbell to the Community Police Advisory Board for a four-year term to expire March 2017
- e. Motion to appoint Lucas Yonkman to fill an unexpired term on the Community Police Advisory Board expiring March 2015
- f. Motion to appoint Robert Young to fill an unexpired term on the Community Police Advisory Board expiring April 2015
- g. Motion to appoint J.J. Jones to fill an unexpired term on the Marina Advisory Committee expiring December 2013

- h. Motion to authorize the Mayor to sign the Final Plat of Fairway Point, Phase 3, and Division 1
- i. Motion to adopt the Password Management Policy (FIN #13-02)
- j. Motion to appoint Sandi Peterson to fill an unexpired term on the Planning Commission to expire September 2013

**Motion:** Councilmember Hizon moved to approve consent agenda items a., b., and h. The motion was seconded by Councilmember Munns and carried unanimously.

Board and Commission Appointments - Items c. through g. and j.

Councilmember Hizon asked for an explanation concerning the number of appointments. Mayor Dudley clarified each appointment and reminded Council that he can remove a committee member at any time.

Councilmember Almberg asked how the City treats those members when removed or replaced. Mayor Dudley stated each member receives a letter thanking them for their service and offered to share the letter with Mr. Almberg.

**Motion:** Councilmember Hizon moved to approve consent agenda items c. through g. and j. The motion was seconded by Council Campbell and carried unanimously.

Board and Commission members in the audience were recognized by Council.

Password Policy – Item 1.i.

Councilmember Servatius asked if staff would be provided some assistance, and Finance Director Doug Merriman responded that a generator would be in place to provide that help.

**Motion:** Councilmember Servatius moved to approve the Password Policy. The motion was seconded by Councilmember Servers and carried unanimously.

At 7:04 p.m. Mayor Dudley announced a five minute recess.

The meeting reconvened at 7:11 p.m.

## **HEARINGS AND ORDINANCES/RESOLUTIONS**

Public Hearing: Resolution 13-08: Public Hearing and Adoption of the 2013 Comprehensive Plan Docket

Senior Planner Cac Kamack reviewed the process for amendments to the comprehensive plan and reported on each amendment.

Mayor Scott Dudley opened the public hearing at 7:18 p.m. No testimony was provided and the hearing was closed.

Councilmember Paggao and Mr. Kamack discussed compatibility with other uses in the surrounding areas.

**Resolution 13-08      A Resolution Adopting the Docket for the 2013 Comprehensive Plan Amendments**

**Motion:** Councilmember Servatius moved to approve Resolution 13-08. The motion was seconded by Councilmember Almberg and carried unanimously.

Ordinance 1652: Relating to the Keeping of Chicken Hens (First Reading)  
Development Services Director Steve Powers provided the staff report.

Shane Hoffmire spoke in support.

Sandy Peterson discussed “sister cities” and suggested we look at Kaapahu, Hawaii, where there is a huge population of chickens.

Councilmembers asked questions regarding health and sanitation issues, the sale of eggs, and enforcement concerns.

**Motion:** Councilmember Hizon moved to continue Ordinance 1652 to March 19, 2013. The motion was seconded by Councilmember Munns and carried unanimously.

Resolution 13-02: Supporting Constitutional Amendment to Regulate Corporate Spending and Campaign Financing  
City Administrator Dr. Larry Cort introduced the proposed resolution.

Councilmember Severns spoke in support indicating Oak Harbor would join 13 other jurisdictions by adopting the resolution.

Speaking in support was:

Marshall Goldberg, representing Citizens Ignited  
Betty Cook  
Sandy Peterson  
Shane Hoffmire  
Richard Everett  
Martha Young  
Helen Chatfield-Weeks

All Councilmembers expressed support for the resolution.

In response to questions from Council concerning jurisdiction, Interim City Attorney Grant Weed explained the resolution is simply a policy statement indicating Council is willing to take a position urging such action at the federal level.

**Resolution 13-02     A Resolution of the City of Oak Harbor, Island County, Washington, Supporting a Constitutional Amendment to Regulate Corporate Political Spending and Corporate Campaign Financing**

**Motion:** Councilmember Servatius moved to adopt Resolution 13-02. The motion was seconded by Councilmember Severns and carried unanimously.

#### **CITY ADMINISTRATOR COMMENTS**

Dr. Cort reminded Councilmembers of the open house and workshop presentation by Corolla Engineers on the WWTP (wastewater treatment plant) scheduled for March 6<sup>th</sup> at 6:00 p.m.

Dr. Court also received Council authorization to schedule a Special Workshop Meeting to discuss employee health benefits on March 19, 2013, from 3:00 p.m. to 5:00 p.m.

### **CITY COUNCIL COMMENTS**

Councilmembers announced their Standing Committee meetings for the month of March.

Councilmembers also expressed their gratitude to the outgoing board and commission members who volunteer their time.

Councilmember Servatius complimented City Clerk Valerie J. Loffler on the council packet preparation.

### **MAYOR'S COMMENTS**

Mayor Dudley reported he attended the promotion ceremony for five members of the City's Fire-fighter Paid on Call program who were awarded the rank of POC Lieutenant. Congratulations to Chris Garden, Rich Rodgers, Jeff Heiserman, Tom Cross, and Paul Schroer.

Further, Mayor Dudley stated the new art work in the Council Chambers was provided by Paul Lischeid.

#### Executive Session: Potential Litigation

At 8:09 p.m. Mayor Dudley announced an executive session to last approximately 30 minutes to discuss potential litigation.

At 8:40 p.m. Mayor Dudley reported the executive session would last another 10 minutes.

Mayor Dudley reconvened the meeting at 8:51 p.m. and reported that no action was taken during the executive session.

### **ADJOURNMENT**

Councilmember Campbell moved, seconded by Councilmember Almberg, to adjourn.

The meeting adjourned at 8:51 p.m.

Valerie J. Loffler, City Clerk

# City of Oak Harbor City Council Agenda Bill

**Bill No.** \_\_\_\_\_  
**Date:** March 19, 2013  
**Subject:** Employee Recognition –  
Hank Nydam

**FROM:** **Scott Dudley**  
**Mayor**

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

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

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**PURPOSE**

To recognize City employees for 10 years, or more, of service.

**AUTHORITY**

It is the practice of the City to recognize dedicated employees who have completed 10 years, and then every five years thereafter, of service.

**FISCAL IMPACT DESCRIPTION**

Funds Required: \$0.00  
Appropriation Source: n/a

**SUMMARY STATEMENT**

The Mayor and City Council will recognize Hank Nydam, our Parks Manager, for 30 years of service with the City.

**STANDING COMMITTEE REPORT**

None.

**RECOMMENDED ACTION**

Congratulate Hank Nydam for his 30 years of service.

**ATTACHMENTS**

None.

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

Bill No. C/A 1.a.  
Date: March 19, 2013  
Subject: Approval of Accounts Payable  
Vouchers

**FROM:** Doug Merriman, Finance Director

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

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

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**SUMMARY STATEMENT**

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

**AUTHORITY**

Oak Harbor Municipal Code Chapter 3.72.

**RECOMMENDED ACTION**

Motion to approve the accounts payable vouchers in the amount of \$208.25, consisting of Nos. 153376 through 153378; and in the amount of \$530,935.64, consisting of Nos. 153379 through 153539.

**ATTACHMENTS**

Voucher Lists

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153376	3/6/2013	0007048 BROOKS, ERIC OR JENNIE	Ref000203270		UB Refund Cst #00147714	139.10
					<b>Total :</b>	<b>139.10</b>
153377	3/6/2013	0005388 PCM HOLDINGS	Ref000203271		UB Refund Cst #00150300	15.14
					<b>Total :</b>	<b>15.14</b>
153378	3/6/2013	0001365 TARA PROPERTIES	Ref000203269		UB Refund Cst #00122953	54.01
					<b>Total :</b>	<b>54.01</b>
<b>3 Vouchers for bank code :</b>					<b>Bank total :</b>	<b>208.25</b>
<b>3 Vouchers in this report</b>					<b>Total vouchers :</b>	<b>208.25</b>

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153379	3/6/2013	0005445 MONTOYA, MATTHEW J	88		FEB 2013/PUBLIC DEFENSE	5,500.00
					<b>Total :</b>	<b>5,500.00</b>
153380	3/6/2013	0005444 SIERRA, GEORGINA D	022213		FEB 2013/PUBLIC DEFENSE	2,500.00
					<b>Total :</b>	<b>2,500.00</b>
153381	3/8/2013	0000066 AWC EMPLOYEES BENEFITS TRUST	030813		PREMIUMS	63.35
					<b>Total :</b>	<b>63.35</b>
153382	3/11/2013	0000860 STANDARD INSURANCE COMPANY	022813		LONG TERM DISABILITY	4,281.81
					<b>Total :</b>	<b>4,281.81</b>
153383	3/11/2013	0000950 LICENSING, WASHINGTON STATE DEPT OF	022813		CONCEALED WEAPONS PERMITS	144.00
					<b>Total :</b>	<b>144.00</b>
153384	3/13/2013	0004354 ADVANCED TRAFFIC PRODUCTS, INC	0000007310		LED EMITTER	1,081.57
					<b>Total :</b>	<b>1,081.57</b>
153385	3/13/2013	0000029 ALL PHASE ELECTRIC SUPPLY	0952-644909		FLUOR LAM	255.66
					<b>Total :</b>	<b>255.66</b>
153386	3/13/2013	0000037 AMERICAN WATER WORKS	2013-03-01		REGISTRATION/TYHUIS	250.00
					<b>Total :</b>	<b>250.00</b>
153387	3/13/2013	0000042 ANACORTES, CITY OF	900-9080-00 901-9080-01 901-9080-02		FEB 2013/WATER PURCHASED FEB 2013/WATER PURCHASED FEB 2013/WATER PURCHASED	93,630.00 958.61 7,722.58
					<b>Total :</b>	<b>102,311.19</b>
153388	3/13/2013	0000044 ANDERSON, CRAIG	TRAVEL ADVANCE		TRAVEL ADVANCE	106.50
					<b>Total :</b>	<b>106.50</b>
153389	3/13/2013	0005001 ARAMARK	938116000		LAUNDRY SERVICES	884.27
					<b>Total :</b>	<b>884.27</b>
153390	3/13/2013	0000053 ARROW PEST CONTROL, INC	145595		PEST CONTROL	108.70

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153390	3/13/2013	0000053 0000053 ARROW PEST CONTROL, INC	(Continued)			<b>Total : 108.70</b>
153391	3/13/2013	0004019 ASSOCIATED PETROLEUM PRODUCTS	0403549-IN 0406141-IN 0408796-IN		FUEL FUEL FUEL	4,389.48 4,847.94 4,241.42 <b>Total : 13,478.84</b>
153392	3/13/2013	0000064 AVANTI INTERNATIONAL	27353		CARTRIDGES	987.00 <b>Total : 987.00</b>
153393	3/13/2013	0000065 AVOCET ENVIRONMENTAL TESTING	1300445-IN		TESTING SERVICES	112.00 <b>Total : 112.00</b>
153394	3/13/2013	0003410 BAER, DON	TRAVEL ADVANCE		TRAVEL ADVANCE	199.00 <b>Total : 199.00</b>
153395	3/13/2013	0004733 BARRON HEATING & AIR COND, INC	132872 133554 CM3308		FURNACE REPAIR IGNITOR REPLACEMENT SERVICE CREDIT	323.45 743.51 -97.83 <b>Total : 969.13</b>
153396	3/13/2013	0000081 BAY PRINTING	03		MUNICIPAL COURT FORMS	135.86 <b>Total : 135.86</b>
153397	3/13/2013	0000083 BAZA, ALVIN	031113		WELLNESS INCENTIVE	20.00 <b>Total : 20.00</b>
153398	3/13/2013	0000084 BEBEE, STEVE	EXP REIMB		EXP REIMB	85.00 <b>Total : 85.00</b>
153399	3/13/2013	0000091 BENS CLEANER SALES, INC	233032		WIRE HOSE	80.27 <b>Total : 80.27</b>
153400	3/13/2013	0005081 BICYCLES NORTHWEST	8576		BICYCLE TUNEUP	197.77 <b>Total : 197.77</b>
153401	3/13/2013	0000103 BLADE CHEVROLET, INC	135584		CYLINDER	33.93

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153401	3/13/2013	0000103 0000103 BLADE CHEVROLET, INC	(Continued)			<b>Total : 33.93</b>
153402	3/13/2013	0000109 BLUMENTHAL UNIFORMS	982538 983421		PANTS/SLOWIK PANTS/HAFFNER	119.55 334.63 <b>Total : 454.18</b>
153403	3/13/2013	0003097 BOYER, TALLIE	031113		WELLNESS INCENTIVE	20.00 <b>Total : 20.00</b>
153404	3/13/2013	0000137 BRIM TRACTOR COMPANY	IM63089 IM63610		GASKET O-RINGS	17.28 58.85 <b>Total : 76.13</b>
153405	3/13/2013	0005615 BUILDERS EXCHANGE OF	1035972		PUBLISH PROJECTS ONLINE	164.75 <b>Total : 164.75</b>
153406	3/13/2013	0000139 BUXTON, MIKE	TRAVEL ADVANCE TRAVEL ADVANCE		TRAVEL ADVANCE TRAVEL ADVANCE	199.00 177.50 <b>Total : 376.50</b>
153407	3/13/2013	0007050 C & R STENCILS	CRS2382		STENCILS	150.11 <b>Total : 150.11</b>
153408	3/13/2013	0005208 CARTER, SERLOYD	01113		WELLNESS INCENTIVE	20.00 <b>Total : 20.00</b>
153409	3/13/2013	0000160 CENTRAL WELDING SUPPLY	RN02130983		CENTRASHIELD	12.71 <b>Total : 12.71</b>
153410	3/13/2013	0000170 CHIEF SUPPLY	204601		STREAMLIGHT	81.72 <b>Total : 81.72</b>
153411	3/13/2013	0004520 COASTAL WEAR PRODUCTS	3891		GUTTERBROOM	251.57 <b>Total : 251.57</b>
153412	3/13/2013	0005773 COMCAST	8498300270032002 8498300270032028		CABLE SERVICES XFINITY	122.04 41.86

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153412	3/13/2013	0005773 0005773 COMCAST			(Continued)	<b>Total : 163.90</b>
153413	3/13/2013	0002954 COMMERCIAL PLUMBING, INC	42236		INSTALLATIONS	5,317.60 <b>Total : 5,317.60</b>
153414	3/13/2013	0000197 CONCRETE NORWEST	857875		CY 0155A	27.04 <b>Total : 27.04</b>
153415	3/13/2013	0000202 COREY OIL COMPANY	73013		FUEL	10.91 <b>Total : 10.91</b>
153416	3/13/2013	0003065 COVENANT JANITORIAL	1335806		FEB 2013/JANITORIAL SERVICES	3,465.40 <b>Total : 3,465.40</b>
153417	3/13/2013	0000217 CUES, INC	381941		BRUSH	57.86 <b>Total : 57.86</b>
153418	3/13/2013	0000220 CUMMINS NORTHWEST, INC	005-20313		THERMOSTAT/GASKETS	83.84 <b>Total : 83.84</b>
153419	3/13/2013	0000222 CUSTOM ENGRAVING	12-1268		NAMETAGS/PEABODY/GREEN	50.00 <b>Total : 50.00</b>
153420	3/13/2013	0000256 DAY WIRELESS SYSTEMS	326927		RADIO INSTALLATION	692.97 <b>Total : 692.97</b>
153421	3/13/2013	0004084 DFAS CLEVELAND	20130228T066		FEB 2013/ANIMAL SHELTER	331.36 <b>Total : 331.36</b>
153422	3/13/2013	0000247 DIAMOND RENTALS	1-500608-14		PORTABLES	49.95
			1-500619-14		PORTABLES	49.95
			1-501576-11		PORTABLES	49.95
			1-502855-10		PORTABLES	49.95
			1-505564-5		PORTABLES	49.95
			1-505566-5		PORTABLES	49.95
			1-505567-5		PORTABLES	49.95
			1-508388		PRESSURE WASHER HOSE	195.55

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153422	3/13/2013	0000247 0000247 DIAMOND RENTALS			(Continued)	<b>Total : 545.20</b>
153423	3/13/2013	0000253 DIVERSINT	98459		MONITOR	341.90 <b>Total : 341.90</b>
153424	3/13/2013	0000254 DON'S WELDING	1343		FILL HOLES/WELD PLATES	97.83 <b>Total : 97.83</b>
153425	3/13/2013	0000257 DUTCH MAID CLEANERS	1030		FEB 2013/LAUNDRY SERVICES	10.87 <b>Total : 10.87</b>
153426	3/13/2013	0002302 ECONOMY FENCE CENTER	13672		PANEL CLAMPS/BRACE BANDS/FENCE	119.03 <b>Total : 119.03</b>
153427	3/13/2013	0003154 ESRI	92618883		DESKTOP BASIC	434.80 <b>Total : 434.80</b>
153428	3/13/2013	0005086 EZINE INDUSTRIES, INC	828365		FEB 2013/COMMUNITY ALERT NETWOF	9.75 <b>Total : 9.75</b>
153429	3/13/2013	0002900 FASTENAL	WAOAK13451 WAOAK13517		HCS/BLADES/FITTINGS HOSE CIMP	131.73 86.09 <b>Total : 217.82</b>
153430	3/13/2013	0000309 FERGUSON, LARRY	031113		WELLNESS INCENTIVE	20.00 <b>Total : 20.00</b>
153431	3/13/2013	0000355 FRONTIER	007-9244 240-0614 240-2350 675-1568 675-1572 675-2111 675-3121 675-6794 675-6858 679-0500 679-1640		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	282.32 93.37 1,120.37 202.44 58.80 59.23 53.47 54.58 56.47 53.44 53.64

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153431	3/13/2013	0000355 FRONTIER	(Continued)			
			679-1651		CURRENT PHONE CHARGES	53.47
			679-1789		CURRENT PHONE CHARGES	53.64
			679-2628		CURRENT PHONE CHARGES	312.86
			679-3013		CURRENT PHONE CHARGES	53.47
			679-3321		CURRENT PHONE CHARGES	39.81
			679-3902		CURRENT PHONE CHARGES	58.48
			679-4541		CURRENT PHONE CHARGES	106.94
			679-6391		CURRENT PHONE CHARGES	39.81
			679-8477		CURRENT PHONE CHARGES	77.59
			679-8702		CURRENT PHONE CHARGES	66.42
			770-2694		CURRENT PHONE CHARGES	40.11
			770-2715		CURRENT PHONE CHARGES	31.50
					<b>Total :</b>	<b>3,022.23</b>
153432	3/13/2013	0000329 GALLS	000437970		BOOTS/HAFFNER	134.99
					<b>Total :</b>	<b>134.99</b>
153433	3/13/2013	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	352.00
					<b>Total :</b>	<b>352.00</b>
153434	3/13/2013	0002767 GATEWAY CONTROLS, INC	2013552		KEYS	18.48
					<b>Total :</b>	<b>18.48</b>
153435	3/13/2013	0007049 GET OUT THERE COMMUNICATIONS	12-3481-BG		ADVERTISING	800.00
					<b>Total :</b>	<b>800.00</b>
153436	3/13/2013	0007051 GLOBAL TEL-LINK CORP	030813		BUSINESS LICENSE OVERPAYMENT	25.00
					<b>Total :</b>	<b>25.00</b>
153437	3/13/2013	0000349 GRAINGER	9065365653 9069967975		KNEE PADS CAN LINER	60.33 19.64
					<b>Total :</b>	<b>79.97</b>
153438	3/13/2013	0004974 GREEN LIGHT SOLUTIONS	8212		MAINTENANCE & INSPECTIONS	1,160.00
					<b>Total :</b>	<b>1,160.00</b>
153439	3/13/2013	0006990 GRUBB, GARY	031113		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153439	3/13/2013	0006990 0006990 GRUBB, GARY			(Continued)	<b>Total : 20.00</b>
153440	3/13/2013	0002747 GUARDIAN SECURITY	407725		ALARM MONITORING	1,284.00 <b>Total : 1,284.00</b>
153441	3/13/2013	0000323 HD FOWLER COMPANY	13302630 13305354 13314291		ADAPTER BUSHING METERS	175.61 51.32 6,987.24 <b>Total : 7,214.17</b>
153442	3/13/2013	0000380 HEALTH, WASHINGTON STATE DEPT OF	62650		OPERATOR CERTIFICATION SYSTEM F	7,484.33 <b>Total : 7,484.33</b>
153443	3/13/2013	0001251 HEWLETT-PACKARD COMPANY	52426412 52468508 52473953		COMPUTER MEMORY COMPUTER	893.51 35.87 857.64 <b>Total : 1,787.02</b>
153444	3/13/2013	0003095 HOME DEPOT CREDIT SERVICES	2021592 2024202 2040654 2080552 4081054 4097136 4580005 5020794 5020846 5020895 5020993 5040204 5040206 5040208 562172 6023062 6040166 6045180 6580562		SP TEX WB/WATT 4PCK/INT PAINT/POL 1G EXT BX SI SPRAY BOTTLES/5LCKNGPLRS/WIN G/ 2CF NSADV BR HOSEENDTIMER OUTLT TIMR COUPLINGS WALL 120JP/PINK JT/CLRCHNGTEX WRAP/OTLT SRG COVERS/WKFCTRAYST/FENDER WASH GR DRV 2PK/STRAP/TEE/COUPLING/TL 4X4PYRTOP GSFIREBLCK LIGHT CONTROL ADAPTER/FITTING CONNECTOR/1/2 LT 90 STAKES DRL DCTR XP2 BARREL BOLT/PADLOCK	64.99 7.28 27.70 10.82 -34.78 -65.16 2.16 54.70 40.60 268.98 63.81 8.64 8.67 30.34 3.60 6.64 3.24 107.62 13.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153444	3/13/2013	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			7572878		PUSHBROOMS	146.65
			8020316		WEDGE ANCHS	8.53
			8022583		INSERT FITTING/TEMPEST/CLAMPS	79.32
			8027753		GLDS/ULTRALIT/STRIP/ARBOR/HOLES,	168.63
			9022186		LOCPGCM9Z/WAX RING	10.91
			9022293		BLKTIE	10.87
			9029844		DRYWALL/MLD TUF/DRYWIDMPL	39.26
			9029846		STUDS	5.36
			9040062		CHAIN	12.02
			9561605		10 AT ICE	21.71
					<b>Total :</b>	<b>1,126.11</b>
153445	3/13/2013	0000627 HSBC BUSINESS SOLUTIONS	171816555211		SUPPLIES	769.99
					<b>Total :</b>	<b>769.99</b>
153446	3/13/2013	0000394 HUMAN RESOURCE SERVICES	022213		MAR 2013/UNEMPLOYMENT SERVICES	110.00
					<b>Total :</b>	<b>110.00</b>
153447	3/13/2013	0000396 I-COM	13-UQ2-17 13-UQ2-18		2ND QTR 2013/USER FEES 2ND QTR 2013/USER FEES	10,501.03 87,285.55
					<b>Total :</b>	<b>97,786.58</b>
153448	3/13/2013	0000417 INDUSTRIAL BOLT & SUPPLY	529416-1 529416-2		WASHERS/SCREWS/PAN/NUTS/O RING WASHER/HEX	229.08 25.73
					<b>Total :</b>	<b>254.81</b>
153449	3/13/2013	0000429 ISLAND COUNTY BAR ASSOCIATION	022613		2013 BAR DUES/NIKKI ESPARZA	50.00
					<b>Total :</b>	<b>50.00</b>
153450	3/13/2013	0000410 ISLAND COUNTY SOLID WASTE	022813		FEB 2013/TIPPING FEES	61,894.56
					<b>Total :</b>	<b>61,894.56</b>
153451	3/13/2013	0000411 ISLAND COUNTY TREASURER	030113		CRIME VICTIM COMPENSATION	257.54
					<b>Total :</b>	<b>257.54</b>
153452	3/13/2013	0000412 ISLAND COUNTY TREASURER	031113		1ST QTR 2013/JOINT TOURISM	5,000.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153452	3/13/2013	0000412 0000412 ISLAND COUNTY TREASURER	(Continued)			<b>Total : 5,000.00</b>
153453	3/13/2013	0000415 ISLAND DISPOSAL	030113 030113A		FEB 2013/COLLECTION CHARGES FEB 2013/RECYCLING	9,564.23 4,339.80 <b>Total : 13,904.03</b>
153454	3/13/2013	0006311 JANSEN, JONATHAN	031113		WELLNESS INCENTIVE	20.00 <b>Total : 20.00</b>
153455	3/13/2013	0000477 KESSELRING'S	37498		TRAINING AMMO	56.52 <b>Total : 56.52</b>
153456	3/13/2013	0006897 KPG	19513		PROF SVC/SOLID WASTE & RECYCLIN	4,024.41 <b>Total : 4,024.41</b>
153457	3/13/2013	0006635 KRAMES STAYWELL, LLC	20000600		SUBSCRIPTION	97.30 <b>Total : 97.30</b>
153458	3/13/2013	0006844 LAWLER, CHERYL	031113 EXP REIMB		WELLNESS INCENTIVE EXP REIMB	20.00 33.91 <b>Total : 53.91</b>
153459	3/13/2013	0000979 LES SCHWAB	41400047751		CHAIN	136.91 <b>Total : 136.91</b>
153460	3/13/2013	0004502 LEXISNEXIS RISK DATA MANAGE	1404645-20121130 1404645-20130228		NOV 2012/MINIMUM COMMITMENT FEB 2013/MINIMUM COMMITMENT	54.35 54.35 <b>Total : 108.70</b>
153461	3/13/2013	0000530 MAILLIARD'S LANDING NURSERY	66586 66589 67039 67044 67083 67084 67096 67102 67118		YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE	52.00 -52.00 74.90 15.00 80.15 15.00 96.25 10.00 10.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153461	3/13/2013	0000530 MAILLIARD'S LANDING NURSERY	(Continued) 67124 67143 67387		YARD WASTE YARD WASTE YARD WASTE	95.55 103.60 10.00 <b>Total : 510.45</b>
153462	3/13/2013	0000660 MARKET PLACE FOOD & DRUG	545954 545960		GROCERIES GROCERIES	338.83 290.34 <b>Total : 629.17</b>
153463	3/13/2013	0006072 MASTER'S TOUCH, LLC	P28939		FEB 2013/POSTAGE FOR LATE NOTICE	451.66 <b>Total : 451.66</b>
153464	3/13/2013	0006072 MASTER'S TOUCH, LLC	28939		FEB 2013/MAILING SERVICES FOR LAT	278.05 <b>Total : 278.05</b>
153465	3/13/2013	0000040 MATRIX	608083874		LONG DISTANCE	473.36 <b>Total : 473.36</b>
153466	3/13/2013	0006028 MCI COMM SERVICE	679-3902		LONG DISTANCE	36.66 <b>Total : 36.66</b>
153467	3/13/2013	0003369 MICRON CONSUMER PRODUCTS GROUP	248913877		1GB 240-PIN DIMM 128MX64 DDR2	412.84 <b>Total : 412.84</b>
153468	3/13/2013	0006992 MOON, ANDREW	031113		WELLNESS INCENTIVE	20.00 <b>Total : 20.00</b>
153469	3/13/2013	0000587 MOTOR TRUCKS, INC	MTS206089		ENGINE REPAIR	473.92 <b>Total : 473.92</b>
153470	3/13/2013	0006602 MTS, INC	3173		MARATHON SHIRTS	9,160.00 <b>Total : 9,160.00</b>
153471	3/13/2013	0000593 MUELLER, DEBORAH	031113		WELLNESS INCENTIVE	20.00 <b>Total : 20.00</b>
153472	3/13/2013	0006700 MUJKANOVIC-CARR, MAJDA	031113		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153472	3/13/2013	0006700 0006700 MUJKANOVIC-CARR, MAJDA	(Continued)			<b>Total : 20.00</b>
153473	3/13/2013	0001041 MUNICIPAL ATTORNEYS, WASHINGTON STA	81461		MEMBERSHIP/ESPARZA	30.00
						<b>Total : 30.00</b>
153474	3/13/2013	0002671 NATIONAL BARRICADE CO, LLC	508352		BARRICADES	164.25
						<b>Total : 164.25</b>
153475	3/13/2013	0000608 NC MACHINERY COMPANY	MVCS0221078		HEAD KIT	126.20
						<b>Total : 126.20</b>
153476	3/13/2013	0000612 NELSON PETROLEUM	0490531-IN		FUEL	1,813.71
						<b>Total : 1,813.71</b>
153477	3/13/2013	0000618 NEXTEL COMMUNICATIONS	343702312-135		CURRENT COMM CHARGES	3,627.93
						<b>Total : 3,627.93</b>
153478	3/13/2013	0002633 NEXXPOST LLC	206646		MAIL MACHINE LEASING	899.62
						<b>Total : 899.62</b>
153479	3/13/2013	0003074 NICHOLS, DINA	031113		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
153480	3/13/2013	0000621 NIIRO, CEDRIC	031113		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
153481	3/13/2013	0000672 OAK HARBOR ACE	215636		FASTENERS/BOX	20.64
			215638		FASTENERS/BOX	-20.64
			217263		TOGGLE SWITCHES	12.14
			217353		BLADE BAND	39.64
			217836		FUSE/SUMMER BAR AND CHAIN OIL	27.12
			217861		CAP	0.86
			217898		TEE	2.16
			217975		TAPE/PAINT/RSTP SPRY	42.31
			218016		INSULATION	30.43
			218033		ROPE/FASTENERS/CABLE TIES	25.42
			218040		INSULATION	-30.43
			218079		BLADE/FASTENERS	33.60

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153481	3/13/2013	0000672 OAK HARBOR ACE	(Continued)			
			218111		FASTENERS	3.74
			218124		CLAMPS/HOSE	6.60
			218144		WASHER SLIP JOINT	1.39
			218148		STARTER FLUID	4.34
			218156		FASTENERS	2.96
			218168		FASTENERS	4.71
					<b>Total :</b>	<b>206.99</b>
153482	3/13/2013	0000668 OAK HARBOR AUTO CENTER	001-157568		IDLER PULLEY	17.08
			001-157610		SENSORS	50.98
			001-157920		FUEL PUMP ASSM	260.05
			001-157938		FILTERS	4.40
			001-158514		TRAILER HITCH	240.41
			001-158841		FILTERS	4.40
			001-159199		BEAM/CPSL	12.31
			001-159203		86/CORE DEPOSIT	109.73
			001-159206		FILTERS	4.40
			001-159577		FILTERS	26.39
			001-159939		RUNNING LMP/WAX	15.16
					<b>Total :</b>	<b>745.31</b>
153483	3/13/2013	0003007 OFFICE DEPOT	643778173001		STAMP	27.16
			646697053001		TAPE	15.48
			646697129001		TAPE	48.76
					<b>Total :</b>	<b>91.40</b>
153484	3/13/2013	0001377 ORCA INFORMATION	319892		PRE-EMPLOYMENT/THOMPSON	75.00
					<b>Total :</b>	<b>75.00</b>
153485	3/13/2013	0001610 OUR DESIGNS, INC	1689438B		BADGES	305.36
					<b>Total :</b>	<b>305.36</b>
153486	3/13/2013	0002985 PACIFIC TIRE CO. INC	0057437		TIRES	67.63
			0063808		TIRES	835.41
					<b>Total :</b>	<b>903.04</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153487	3/13/2013	0000708 PERRINE, KIM	031113		WELLNESS INCENTIVE	20.00
<b>Total :</b>						<b>20.00</b>
153488	3/13/2013	0000299 PLACE, SANDRA	022613R 031113 EXP REIMB		WELLNESS INCENTIVE-REPLACEMENT WELLNESS INCENTIVE EXP REIMB	20.00 20.00 1,440.00
<b>Total :</b>						<b>1,480.00</b>
153489	3/13/2013	0000724 PONY MAILING & BUSINESS CENTER	205333		SHIPPING	50.00
<b>Total :</b>						<b>50.00</b>
153490	3/13/2013	0000730 POWELL, JANIS	1 1		DRIVING SERVICES DRIVING SERVICES	90.00 96.00
<b>Total :</b>						<b>186.00</b>
153491	3/13/2013	0001665 PUBLIC SAFETY SELECTION, PC	2356		PRE-EMPLOYMENT/KANIA	350.00
<b>Total :</b>						<b>350.00</b>
153492	3/13/2013	0000746 PUGET SAFETY EQUIPMENT	0010746-IN		GAS MONITOR/GLOVES/SHIELDS	251.60
<b>Total :</b>						<b>251.60</b>
153493	3/13/2013	0000743 PUGET SOUND ENERGY	0349160002 1055170003 9249160004		ELECTRICITY/WELL #7 ELECTRICITY/STREET LIGHTS ELECTRICITY/WELL #6	12.19 12,134.85 12.19
<b>Total :</b>						<b>12,159.23</b>
153494	3/13/2013	0002806 RADIA	761051-RADA 761051-RADA 761051-RADA-1 761051-RADA-1		INMATE SERVICES INMATE SERVICES INMATE SERVICES INMATE SERVICES	250.00 117.60 50.00 200.00
<b>Total :</b>						<b>617.60</b>
153495	3/13/2013	0002508 RINEY PRODUCTION SERVICES	10-960		TAPING SERVICES	2,176.55
<b>Total :</b>						<b>2,176.55</b>
153496	3/13/2013	0000780 SABALOUSKY, JANET	EXP REIMB		EXP REIMB	85.00
<b>Total :</b>						<b>85.00</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153497	3/13/2013	0005967 SEATTLE AUTOMOTIVE DIST	06-796012 06-796615		ELEMENTS ROTOR/PAD SET	116.44 232.73 <b>Total : 349.17</b>
153498	3/13/2013	0006711 SENTINELLA, TERRY	002		COURSE MEASURING/CERTIFYING FE	490.00 <b>Total : 490.00</b>
153499	3/13/2013	0002358 SERVICEMASTER OF THE ISLAND	8875		MAR 2013/JANITORIAL SERVICES	775.00 <b>Total : 775.00</b>
153500	3/13/2013	0000719 SEVERNS, RHONDA	031113 EXP REIMB		WELLNESS INCENTIVE EXP REIMB	20.00 214.15 <b>Total : 234.15</b>
153501	3/13/2013	0000817 SHELLEY, TIM	031113		WELLNESS INCENTIVE	20.00 <b>Total : 20.00</b>
153502	3/13/2013	0004184 SIPES, TAMRA	033113		MAR 2013/MARATHON COORDINATOR	2,546.00 <b>Total : 2,546.00</b>
153503	3/13/2013	0000831 SIX ROBBLEES', INC	14-262813-2 14-264040 14-264061 14-264061-1 14-264196		BRACKET RELAY/SPRING ALARM/GOODYEAR ALARM GLOVES	26.00 246.40 54.89 45.55 144.46 <b>Total : 517.30</b>
153504	3/13/2013	0000853 SKAGIT RIVER STEEL & RECYCLING	28840		TUBE	45.53 <b>Total : 45.53</b>
153505	3/13/2013	0004341 SMITH, JACK	TRAVEL REIMB		TRAVEL REIMB	109.33 <b>Total : 109.33</b>
153506	3/13/2013	0000843 SOLID WASTE SYSTEMS, INC	0061274-IN		ARM	464.79 <b>Total : 464.79</b>
153507	3/13/2013	0000851 SPRINT	140239187 144603707		LONG DISTANCE LONG DISTANCE	8.84 14.06

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153507	3/13/2013	0000851 SPRINT	(Continued) 182311697		LONG DISTANCE	5.68
<b>Total :</b>						<b>28.58</b>
153508	3/13/2013	0003883 STAPLES BUSINESS ADVANTAGE	31*93049511 3189732372 3190182109 3190182110 3190182111 3190662801 3190662802 3191113238 3191113239 3191798423 3191798424 3191798425 3191798427 3191798428 3192606393 3192606394 3192606395 3193447842 3193447844		BOXES/POST IT NOTES DIVIDERS/GUIDE/FILE BOXES TONER BOARD/MARKERS STAMP CREDIT CREDIT SIGN PLATE DIVIDERS/LIQUID PAPER PAD HOLDER/POCKETS TONER SPLS TONER/JACKET POWER HEATER/MARKER/SANDISK WIPERS/TILE CLEANER TILE CLEANER USB CABLE UPS REPLACEMENT BATTERY	34.95 117.19 133.67 320.97 23.03 -2.82 -15.91 11.19 43.66 50.09 528.26 1,521.26 206.68 55.86 393.21 92.05 123.10 27.52 148.35
<b>Total :</b>						<b>3,812.31</b>
153509	3/13/2013	0006460 STATEWIDE RENT-A-FENCE, INC	25816		PANEL RENTAL	114.51
<b>Total :</b>						<b>114.51</b>
153510	3/13/2013	0006190 STOWELL, JOSEPH	TRAVEL REIMB		TRAVEL REIMB	26.60
<b>Total :</b>						<b>26.60</b>
153511	3/13/2013	0005786 STOWES SHOES & CLOTHING	0007028 0007040		BOOTS/WISE BOOTS/JUPIN	150.00 137.91
<b>Total :</b>						<b>287.91</b>
153512	3/13/2013	0003749 STUMP, PATRICK L	1 1		DRIVING SERVICES DRIVING SERVICES	132.00 126.00

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153512	3/13/2013	0003749 0003749 STUMP, PATRICK L			(Continued)	<b>Total : 258.00</b>
153513	3/13/2013	0000874 SURETY PEST CONTROL	351752		PEST EXTERMINATION	43.48
			353681		PEST EXTERMINATION	30.44
			353682		PEST EXTERMINATION	38.05
			353683		PEST EXTERMINATION	43.48
			353684		PEST EXTERMINATION	43.48
			353685		PEST EXTERMINATION	30.44
					<b>Total :</b>	<b>229.37</b>
153514	3/13/2013	0006730 SWINOMISH INDIAN TRIBAL	022813		JAN 2013/OAK HARBOR SITE SERVICE	69,254.45
					<b>Total :</b>	<b>69,254.45</b>
153515	3/13/2013	0001053 TREASURER, WASHINGTON STATE	030113		COURT/BC FEES	12,430.73
					<b>Total :</b>	<b>12,430.73</b>
153516	3/13/2013	0000287 TYLER TECHNOLOGIES, INC	045-82303		CONSULT	375.00
					<b>Total :</b>	<b>375.00</b>
153517	3/13/2013	0000923 UNITED PARCEL SERVICE	0000A0182W073		SHIPPING	21.13
			0000A0182W083		SHIPPING	1.08
					<b>Total :</b>	<b>22.21</b>
153518	3/13/2013	0000922 UNUM LIFE INSURANCE COMPANY	021813		LONG TERM CARE	142.20
					<b>Total :</b>	<b>142.20</b>
153519	3/13/2013	0004903 US BANK	4485591000119689		CREDIT CARD PURCHASES	5,652.01
					<b>Total :</b>	<b>5,652.01</b>
153520	3/13/2013	0004903 US BANK	4485591000304067		CREDIT CARD PURCHASES	2,913.98
					<b>Total :</b>	<b>2,913.98</b>
153521	3/13/2013	0004903 US BANK	4485590100104922		CREDIT CARD PURCHASES	1,157.50
					<b>Total :</b>	<b>1,157.50</b>
153522	3/13/2013	0004903 US BANK	4485590001557665		CREDIT CARD PURCHASES	293.03
					<b>Total :</b>	<b>293.03</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153523	3/13/2013	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	234.16
<b>Total :</b>						<b>234.16</b>
153524	3/13/2013	0000926 USABLUBOOK	892095 892636		SELF-ZEROING GLASS BURET/LONG H DROP COUNT TEST	379.44 49.12
<b>Total :</b>						<b>428.56</b>
153525	3/13/2013	0000934 UTILITIES UNDERGROUND LOCATION	3020165		FEB 2013/LOCATES	46.81
<b>Total :</b>						<b>46.81</b>
153526	3/13/2013	0005223 VELASQUEZ, PETE	031113		WELLNESS INCENTIVE	20.00
<b>Total :</b>						<b>20.00</b>
153527	3/13/2013	0003917 WALTON, DAVID	TRAVEL ADVANCE		TRAVEL ADVANCE	176.50
<b>Total :</b>						<b>176.50</b>
153528	3/13/2013	0000953 WASH MUNICIPAL CLERKS ASSOC	030613		MEMBERSHIP/LOFFLER	75.00
<b>Total :</b>						<b>75.00</b>
153529	3/13/2013	0001052 WASHINGTON STATE PATROL	I13006553		BACKGROUND CHECKS	1,699.50
<b>Total :</b>						<b>1,699.50</b>
153530	3/13/2013	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW O: 9			PROF SVC/GENERAL 2013	15,846.50
<b>Total :</b>						<b>15,846.50</b>
153531	3/13/2013	0003897 WELSHANS, KINDLE	EXP REIMB		EXP REIMB	43.43
<b>Total :</b>						<b>43.43</b>
153532	3/13/2013	0001039 WESTERN PETERBILT, INC	S779116 S780757		SWITCH FLASHER	117.82 153.25
<b>Total :</b>						<b>271.07</b>
153533	3/13/2013	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1219		FEB 2013/ANIMAL SHELTER	7,083.33
<b>Total :</b>						<b>7,083.33</b>
153534	3/13/2013	0001000 WHIDBEY AUTO PARTS, INC.	167213		RUBBERIZED UNDER	25.79
<b>Total :</b>						<b>25.79</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153535	3/13/2013	0001007 WHIDBEY CLEANERS	231458 234681		FLAGS EMBROIDERY/PATCHES	326.10 42.21
<b>Total :</b>						<b>368.31</b>
153536	3/13/2013	0001005 WHIDBEY GENERAL HOSPITAL	1300700133		INAMTE SERVICES	32.30
<b>Total :</b>						<b>32.30</b>
153537	3/13/2013	0002272 WHIDBEY GOLF & COUNTRY CLUB	021513		2012 STORM WATER REMOVAL	6,387.73
<b>Total :</b>						<b>6,387.73</b>
153538	3/13/2013	0001017 WHIDBEY PRINTERS	46052 46075		BUSINESS CARDS/SPOO/NYDAM/PLAC WATCH PROGRAM LOGO	162.23 108.70
<b>Total :</b>						<b>270.93</b>
153539	3/13/2013	0006775 WORKSAFE SERVICE, INC	171537		DRUG TESTS	60.00
<b>Total :</b>						<b>60.00</b>
<b>161 Vouchers for bank code : bank</b>						<b>Bank total : 530,935.64</b>
<b>161 Vouchers in this report</b>						<b>Total vouchers : 530,935.64</b>

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

Bill No. \_\_\_\_\_  
Date: March 19, 2013  
Subject: Consultant Contract: North Reservoir  
Site Geologic Investigation

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

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

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

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**PURPOSE**

This agenda bill requests approval of a contract with the engineering consulting firm GeoEngineers, Inc. for investigating the North Reservoir site for evidence of earthquake faults.

**AUTHORITY**

The authority to enter into agreements for professional services is granted to the City of Oak Harbor under RCW 35A.11.020.

**FISCAL IMPACT DESCRIPTION**

Funds Required: \$36,900  
Appropriation Source: Water Fund 401

**SUMMARY STATEMENT**

GeoEngineers conducted a geotechnical investigation of the North Reservoir site in 2009 to determine the types and condition of soils on the site and their suitability for supporting a large reservoir. The investigation determined that soil strength is sufficient for the reservoir and the resulting report provided soil strength data and recommendations for preparing the soils under the reservoir. The report also included a recommendation that the foundation excavation for the reservoir be examined for evidence of an earthquake fault.

In the time since the soils investigation was done, GeoEngineers conducted a larger geologic investigation of the northern Oak Harbor area for a Navy project and, as a result of more recently developed information regarding local geologic conditions, has concluded that there is a higher probability of the reservoir site being seismically active than was previously known. Because of the importance of the reservoir to the community in the event of a local earthquake and other emergencies and the long service life of the facility, GeoEngineers recommended that an investigation of seismic activity on the site be conducted prior to excavating for the reservoir foundation. The investigation will begin with research focused on the Utsalady fault system on North Whidbey and will include consultations with geologists at the USGS and Washington State Department of Natural Resources. The on-site work will center on the excavation of a trench on the site approximately 350 feet long and 8 feet deep.

*Amount of Contract:*

The contract for services provided by GeoEngineers has a maximum not to exceed limit of \$35,900. Included in the requested authorization is a management reserve of \$1,000. As stipulated in the contract, the management reserve is for work not included in the defined scope of work and is intended as a convenience to the City.

*Funding:*

The funding for the project will be provided through the Water Utility Professional Services budget.

*Selection Process:*

GeoEngineers was selected from the MRSC roster based on their qualifications submitted to MRSC for the service category of “Geotechnical Engineering” in 2009. Staff believes that GeoEngineers remains the most qualified consultant for this task because of their qualifications submitted to MRSC and prior direct involvement in the project.

*Justification:*

The purpose of the North Reservoir is to sustain water service to the community when the water supply from Anacortes is interrupted and in emergencies such as a fire, power outage or earthquake. In recent years it has been determined that three active earthquake faults cross North Whidbey in the east-west direction. The reservoir site is situated between two of these fault lines. It is probable that lesser unknown faults exist between the known faults in our area. This investigation is recommended in order to be as sure as is reasonably possible that the North Reservoir is not damaged in the event of a local earthquake.

**STANDING COMMITTEE REPORT**

This issue has not been discussed at a Public Works Standing Committee meeting.

**RECOMMENDED ACTION**

Authorize the Mayor to sign the contract with GeoEngineers, Inc. to investigate the North Reservoir site for evidence of an earthquake fault with a not to exceed limit of \$35,900 and a management reserve of \$1,000.

**ATTACHMENTS**

Contract



**CITY OF OAK HARBOR  
CONSULTANT AGREEMENT  
WITH**

**PROJECT TITLE:** North Reservoir - Geologic Study

**PROJECT COMPLETION DATE:** April 30, 2013

**MAXIMUM AMOUNT PAYABLE:** \$35,900

**TABLE OF CONTENTS**

**CONSULTANT CONTRACT**

I. INSTRUCTIONS .....1

II. CONSULTANT INFORMATION .....1

III. PROJECT INFORMATION.....1

IV. ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT .....1

V. INTRODUCTION.....2

VI. GENERAL DESCRIPTION OF WORK .....2

VII. SCOPE OF WORK.....2

VIII. PAYMENT.....2

IX. CERTIFICATION OF THE CONSULTANT AND THE CITY.....3

X. COMPLETE AGREEMENT.....3

XI. GENERAL REQUIREMENTS .....3

XII. EXECUTION AND ACCEPTANCE .....3

**GENERAL REQUIREMENTS**

1. MISCELLANEOUS PROVISIONS.....1

2. TIME FOR BEGINNING AND COMPLETION.....1

3. SUBCONTRACTING .....1

4. EMPLOYMENT.....2

5. NONDISCRIMINATION.....2

6. TERMINATION OF AGREEMENT.....4

7. CHANGES OF WORK.....5

8. DISPUTES .....5

9. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION.....5

10. LEGAL RELATIONS AND INSURANCE .....5

11. INDEMNIFICATION REQUIREMENTS.....6

12. INSURANCE .....6

13. EXTRA WORK.....8

14. ENDORSEMENT OF PLANS.....8

15. EQUAL OPPORTUNITY .....9

**EXHIBITS**

EXHIBIT A-1 .....1  
CERTIFICATION OF CONSULTANT.....1  
CERTIFICATION OF CITY OFFICIAL.....1

EXHIBIT A-2 .....3  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, .....3  
AND OTHER RESPONSIBILITY MATTERS- PRIMARY COVERED TRANSACTIONS .....3

EXHIBIT B.....4  
SCOPE OF WORK (ADD ON) .....4

EXHIBIT C.....5  
PAYMENT (NEGOTIATED HOURLY RATE PLUS COSTS).....5

EXHIBIT D-1 .....8  
CONSULTANT FEE DETERMINATION - SUMMARY SHEET .....8

EXHIBIT D-2 .....9  
CONSULTANT FEE DETERMINATION - SUMMARY SHEET .....9  
(SPECIFIC RATES OF PAY).....9

EXHIBIT F .....10  
PAYMENT UPON TERMINATION OF AGREEMENT BY CITY.....10  
OTHER THAN FOR FAULT OF THE CONSULTANT .....10

EXHIBIT G-1 .....11  
SUBCONSULTANT FEE DETERMINATION -- SUMMARY SHEET .....11

EXHIBIT G-2 .....12  
BREAKDOWN OF SUBCONSULTANT'S OVERHEAD COST .....12

## CONSULTANT CONTRACT HEADING

### I. INSTRUCTIONS

This contract must be completed in full, including all applicable exhibits. If an exhibit is not applicable, it should be marked "VOID".

Any changes or additions to this contract must be made in writing and set forth below. (The parties may attach appendices and exhibits to this contract but they **must** be listed in Section IV below.) Any exceptions or changes to the General Requirements must be listed in Section XI of the contract.

### II. CONSULTANT INFORMATION

Name: GeoEngineers, Inc.

Address: 8410 154th Avenue NE, Redmond, WA 98052

Telephone/Fax No.: 425-861-6000 / 425-861-6050

Federal ID No.: 91-6237984

Do you require a 1099 for the IRS? No

### III. PROJECT INFORMATION

Project Title: North Reservoir - Geologic Study

Project Description: Geologic Potential Active Faults Study

Project Completion Date: April 30, 2013

Maximum Amount Payable: \$35,900

Progress Payments: Monthly

### IV. ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT

## AGREEMENT

### **V. INTRODUCTION**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of March 2013, between the City of Oak Harbor, Washington, hereinafter called the "CITY", and the below identified organization hereinafter called the "CONSULTANT" consists of this agreement, the exhibits and the General Requirements attached hereto.

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above-referenced project, and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and, therefore, deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### **VI. GENERAL DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of the work and services described in Section III of this AGREEMENT and as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

### **VII. SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit "B" attached hereto, and by this reference made a part of this AGREEMENT.

### **VIII. PAYMENT**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT on the basis of a negotiated hourly rate plus costs as provided in Exhibit "C" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit "B" attached

hereto and by this reference made part of this AGREEMENT; except for out of pocket costs as identified in Exhibit "C".

**IX. CERTIFICATION OF THE CONSULTANT AND THE CITY**

Attached hereto as Exhibit "A-1" is the Certification of the Consultant and Certification of City Official. Exhibit "A-2" is the Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

**X. COMPLETE AGREEMENT**

This document and referenced attachments contain all covenants, stipulations and provisions agreed upon by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XI. GENERAL REQUIREMENTS**

The General Requirements for Consulting Contract, on file in the City Clerk's Office at Oak Harbor City Hall, a copy of which is attached hereto, shall apply to this AGREEMENT except as modified in this Section XI (General Requirements). The CONSULTANT has assured that the attached copy of the General Requirements conforms to the set filed in the City Clerk's Office.

General provisions are modified to provide that "CONSULTANT shall provide period reports as required and not necessarily on a monthly basis."

**XII. EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

By   
Consultant: GeoEngineers, Inc.

By \_\_\_\_\_  
Agency: \_\_\_\_\_  
Principal

Karen Mercier

I, ✓, Consultant, certify under penalty of perjury under the laws of the State of Washington that this copy of the General Requirements for Consultant Contract conform to the set filed in the Clerk's Office.

Dated: 3/1/2013

Karen S Mercier  
By Karen S Mercier CFO

## **GENERAL REQUIREMENTS**

### **1. MISCELLANEOUS PROVISIONS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT's participation. The minimum number of hours or days notice required shall be agreed to between the CITY and the CONSULTANT and shown in Exhibit "B" attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report as needed by the CITY (but in no case shall it be more than once a month), in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports and other data, furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

### **2. TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in Section III of this AGREEMENT under "Project Completion Date".

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by an act of God, governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the CITY is required to extend the established completion date.

### **3. SUBCONTRACTING**

The CITY permits subcontracts for only those items of work designated for subcontracts in Exhibit "G-1" or "G-2" to this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless prior written approval has been issued by the CITY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section VIII. All subcontracts exceeding Ten Thousand Dollars (\$10,000.00) in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

#### **4. EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

#### **5. NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sexual orientation, sex, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability; unless based upon a bona fide occupational qualification; with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rate of pay or other forms of compensation, selection for training, or rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the CITY and further that

the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the applicable federal law relative to nondiscrimination, Title 49, Code of Federal Regulations, which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the Americans with Disabilities Act of 1992, as amended.
- B. INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the CITY and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such state or federal law. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- C. SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

  - (1) Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  - (2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- D. INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.
- E. UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

## **6. TERMINATION OF AGREEMENT**

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten (10) days' written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "F".

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice to Terminate exceeds the total amount that would be due, computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reasons that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of this AGREEMENT.

In the event of death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the CITY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT, or for failure of the

CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **7. CHANGES OF WORK**

The CONSULTANT shall make changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under General Requirements, Section 13.

## **8. DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the City Administrator or his/her designee, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided, however, that if an action is brought challenging the Public Works Superintendent or City Engineer's decision, that decision shall be subject to de novo judicial review.

## **9. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Island County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Island County.

## **10. LEGAL RELATIONS AND INSURANCE**

- A. The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of Washington.
- B. The CONSULTANT's relation to the CITY shall be at all times as an independent contractor and not as an employee.
- C. Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call

assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

- D. The CITY will pay no payments under Section VIII "Payments" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

## 11. INDEMNIFICATION REQUIREMENTS

**Indemnification/Hold Harmless.** CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the CITY.

Notwithstanding the provisions of the preceding paragraph, it is understood and mutually agreed by the CONSULTANT and the CITY that neither party will attempt to enforce strict liability for any act, error or omission against either party and that the work covered under this AGREEMENT will be completed by the CONSULTANT with the standard of care of the profession in the State of Washington.

Should a court of competent jurisdiction determine that this AGREEMENT is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability hereunder shall be only to the extent of the CONSULTANT's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

## 12. INSURANCE.

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

- A. **No Limitation.** CONSULTANT's maintenance of insurance as required by the AGREEMENT shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.

**B. Minimum Scope of Insurance.** CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the CONSULTANT's profession.

**C. Minimum Amounts of Insurance.** CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00) per accident.
2. Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
3. Professional Liability insurance shall be written with limits not less than One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) policy aggregate limit.

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

1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be in excess of the CONSULTANT's insurance and shall not contribute with it.
2. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

- E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- F. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement evidencing the insurance requirements of the CONSULTANT before commencement of the work.

### **13. EXTRA WORK**

- A. The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly. If the change causes an increase in the maximum amount payable, it shall not become a part of this AGREEMENT unless and until a written amendment to the AGREEMENT is executed by both the CITY and the CONSULTANT.
- C. The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as "claim") under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **14. ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

## 15. EQUAL OPPORTUNITY

A. Compliance with 41 CFR 60-1.4 -- Equal Opportunity Clause. The CITY incorporates 41 CFR 60-1.4 -- Equal Opportunity Clause by reference.

B. Compliance with 41 CFR 60-250.5 -- Equal Opportunity Clause (Special Disabled Veterans).

1. The CONSULTANT will not discriminate against any employee or applicant for employment because he or she is a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
- vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the CONSULTANT including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The CONSULTANT agrees to immediately list all employment openings which exist at the time of the execution of this AGREEMENT and those which occur during the performance of this AGREEMENT, including those not generated by this AGREEMENT and including those occurring at an establishment of the CONSULTANT other than the one wherein the AGREEMENT is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
3. Listing of employment openings with the local employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the CONSULTANT from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
4. Whenever the CONSULTANT becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state employment security agency in each state where it has establishments of the name and location of each hiring location in the state: Provided, That this requirement shall not apply to state and local governmental CONSULTANTS. As long as the CONSULTANT is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent AGREEMENTS. The CONSULTANT may advise the state agency when it is no longer bound by this AGREEMENT clause.
5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
6. As used in this clause:
  - i. All employment openings include all positions except executive and top management, those positions that will be filled from within the CONSULTANT's organization, and positions lasting three (3) days or less. This term includes full-time employment, temporary employment of more than (3) three days' duration, and part-time employment.

- ii. Executive and top management means any employee:
    - (a) whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and
    - (b) who customarily and regularly directs the work of two (2) or more other employees therein; and
    - (c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and
    - (d) who customarily and regularly exercises discretionary powers; and
    - (e) who does not devote more than twenty percent (20%), or, in the case of an employee of a retail or service establishment who does not devote as much as forty percent (40%), of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6.ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment, or who owns at least a twenty percent (20%) interest in the enterprise in which he or she is employed.
  - iii. Positions that will be filled from within the CONSULTANT's organization means employment openings for which no consideration will be given to persons outside the CONSULTANT's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
7. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
8. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

9. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, recently separated veterans, or other protected veterans. The CONSULTANT must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the CONSULTANT may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
  10. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and other protected veterans.
  11. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of Twenty-five Thousand Dollars (\$25,000.00) or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance may direct to enforce such provisions, including action for noncompliance.
- C. Compliance with 41 CFR 60-741.5 -- Equal Opportunity Clause (Workers with Disabilities).
1. The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
    - i. Recruitment, advertising, and job application procedures;

- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - iii. Rates of pay or any other form of compensation and changes in compensation;
  - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - v. Leaves of absence, sick leave, or any other leave;
  - vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
  - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - viii. Activities sponsored by the CONSULTANT including social or recreational programs; and
  - ix. Any other term, condition, or privilege of employment.
2. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
3. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
4. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONSULTANT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
5. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative

action to employ and advance in employment individuals with physical or mental disabilities.

6. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order in excess of Ten Thousand Dollars (\$10,000.00), unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**EXHIBIT A-1  
CERTIFICATION OF CONSULTANT**

Project No.

I hereby certify that I am Karen Mercier a duly authorized representative of the firm of GeoEngineers, Inc. whose address is 8410 154th Avenue NE, Redmond, WA 98052 and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract.
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any).

I further certify that the firm I here represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the Board of Professional Registration.

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

3/1/2013  
Date

Karen S. Mercier  
Signature

**CERTIFICATION OF CITY OFFICIAL**

I hereby certify that I am the responsible City official for the City of Oak Harbor, Washington, for this AGREEMENT and that the above consulting firm or its representative has not been required directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person; or
- (b) pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

3/1/2013  
Date

James Mercuri, CFO  
Signature

**EXHIBIT A-2**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**AND OTHER RESPONSIBILITY MATTERS-**  
**PRIMARY COVERED TRANSACTIONS**

1. The CONSULTANT, through the prospective primary participant, certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or city;
  - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
  - d. have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
  
2. Where the CONSULTANT, through the prospective primary participant, is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): GeoEngineers, Inc.

3/1/2013  
Date

Karen S. Mercer, CFO  
President or Authorized Official or  
Consultant Signature

**EXHIBIT B  
SCOPE OF WORK (ADD ON)**

Project No. \_\_\_\_\_

**See attached documents furnished by the Consultant**

# EXHIBIT B



8410 154<sup>th</sup> Avenue NE  
Redmond, Washington 98052  
425.861.6000

March 1, 2013

City of Oak Harbor  
3075 300 Avenue West  
Oak Harbor, Washington 98277

Attention: Arnold Peterschmidt

Subject: Revised Geological Fault Evaluation Proposal  
Oak Harbor Reservoir  
Oak Harbor, Washington  
File No. 2751-013-01

## INTRODUCTION

GeoEngineers is pleased to provide this proposal for geological hazard evaluation services for the characterization of faults and folds in the vicinity of the proposed City of Oak Harbor (City) reservoir site in Oak Harbor, Washington. The primary purposes of our services are to provide supplemental information about the location and potential activity of mapped and unmapped faults and folds, and to assess the hazards of any such features relative to the proposed reservoir water storage tanks. Our original proposal is based on a conference call between GeoEngineers and Arnold Peterschmidt of the City on February 6, 2013. This revised proposal was requested by Mr. Peterschmidt in a telephone conversation with Galan McInelly of GeoEngineers on February 28, 2013. Based on this latter conversation, we are to include the costs for the contractor in our fee estimate.

We previously provided geotechnical engineering services for the reservoir site, the results of which are presented in our Geotechnical Engineering Services report dated June 9, 2009. The site is situated in an area that contains mapped active faults and folds that are not well understood because they are obscured by surficial glacial deposits. Based on the Geologic Map of Northern Whidbey Island (Dragovich et al., 2005), there are mapped faults located to the north and south of the project site. Strawberry Point Fault No. 1 is estimated to be approximately  $\frac{3}{4}$  of a mile to the north of the reservoir site, running generally east-west. Utsalady Point Fault No. 5 is mapped approximately  $\frac{1}{4}$  mile to the south of the reservoir site, also generally running east-west. An active fold (warping of the near-surface earth materials) is mapped near the reservoir site. It does not appear that there are mapped faults crossing the proposed reservoir site, but there may be other unmapped active fault or fold features related to the Strawberry Point and Utsalady Point Faults in the immediate vicinity of the proposed reservoir. To assess the location and potential activity of any such features relative to the proposed development, we plan to complete seismic trenching. Information gathered from the trenching will be used to supplement the information presented in our previous report.

We understand that one AWWA D100 ground-supported, flat bottom water storage tank will be constructed on the site initially, with room for an additional tank at a later date. We understand that construction activities for the first tank are anticipated to commence in late March or early April of 2013.

## SCOPE OF SERVICES

GeoEngineers' specific scope of services will include the following:

1. Gather and review existing data, such as geotechnical reports prepared for specific projects along the alignments of the known faults in the vicinity of the site, published geologic and seismic maps and reports, LiDAR-based topographic models, and other pertinent information.
2. Consult with the Washington Department of Natural Resources (DNR) Division of Geology about details of mapped/known seismic features in the project vicinity.
3. We will provide the City the approximate coordinates for the ends of the anticipated trenching for the City to mark the trench location in the field for the purpose of utility locates. The locations for the trench ends will be developed during our desktop study.
4. Make arrangements for one-call utility locate notice. Verify all utilities notified have completed marking prior to excavation on-site. We will transfer the utility locate ticket to the contractor after all utility locates have been completed.
5. Arrange for a private utility locate company to identify utilities in the planned location of the proposed fault evaluation trench.
6. Coordinate with the City personnel to complete field activities. We assume that the City will obtain any necessary permits to complete the field activities, including dig permits and others as required by the City.
7. Prepare a Health and Safety Plan (HASP). Our HASP will consist of an Accident Prevention Plan (APP) and Activity Hazard Analyses (AHAs) for the planned activities at the site.
8. Conduct fieldwork at the site, including:
  - Excavating and logging of one trench approximately 250 feet in length and approximately 6 to 8 feet in depth, perpendicular to the general trend of faults in folds in the area. The trench configurations will be in accordance with Occupational Safety and Health Administration (OSHA) and Washington Industrial Safety and Health Administration (WISHA) excavation regulations. The trenches will be mapped under the supervision of a geologist licensed by the State of Washington. Logging of the trench will include classifying any fault and/or fold features observed (i.e., active, potentially active, etc), determining the size of any observed fault rupture zones, estimating relative displacements across any observed fault zones, and creating detailed sketches and digital photo mosaics of the trench wall.

We expect that the above field tasks can be completed by two GeoEngineers field staff in 3 days. Trenching will be performed by subcontracting for an earthwork contractor to excavate the trench and backfill it.

The trench will remain open for a period of time to allow for fault and fold mapping and classification. Orange construction fencing will be installed around the trench for safety purposes. Our estimate does not include temporary chain link fencing. The seismic trenches will be backfilled to the extent possible and compacted. Our estimate does not include density testing of the backfill soils. Future

development at the trench location(s) may require re-compaction of the trench backfill. We will provide up to 4 hours of trench backfill observation.

If the trenching reveals fault offsets or other evidence of recent fault displacement that cut through Holocene age soil layers, the City will be notified immediately.

9. Synthesize field data, including creation of maps and figures that may be included in the summary report.
10. Prepare a draft summary report of the results of our evaluation for review by the City. This will include a summary of our field activities and observations, historic subsurface information, and recommendations. Review comments will be incorporated into the final report as appropriate.
11. Finalize our summary report following comments from the City.
12. Project management and administrative support. This involves coordination of the various personnel, as well as office and administrative support to assist our project manager. Additionally, we anticipate that we will need to attend up to two meetings with the Client throughout the duration of the project.

**Assumptions**

1. We assume that the City of Oak Harbor will locate the centerline of the trench and help verify on-site utility locates completed by utilities.
2. We assume compaction of soil to approximately 80 to 85 percent of maximum dry density (judged by probing with hand tools) at optimum moisture will be sufficient for backfill. Backfill may need to be excavated and re-compacted if structures will be placed across the trench area. No in-place density testing will be accomplished.
3. It may not be possible to compact the soil backfill if soil moisture is above optimum conditions.

**SCHEDULE AND FEES**

We are in a position to begin coordinating our field activities immediately upon receiving your authorization to proceed. We are available to immediately meet with the project team to identify performance objectives and key factors influencing the reservoir construction.

We propose to conduct our services on a time and expense basis in accordance with the attached General Conditions and Schedule of Charges. We estimate that the fee for the geologic fold and fault evaluation, including trenching and preparing a summary report, will be \$35,000. A breakdown of our estimate is as follows:

**FEE ESTIMATE**

Task Description	Fee
Review of existing data	\$1,800
Coordination for trenching	1,400
Seismic trenching	12,500
Report preparation	6,000
Project management/administrative	\$2,200
Subcontracted Services	12,000
<b>TOTAL</b>	<b>\$35,900</b>

We will complete our report within 2 weeks of completion of the trenching. We assume that the trenching can be completed by two GeoEngineers staff in 3 days.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to work with the City on this project. Please call if you have any questions regarding this proposal.

Sincerely,  
GeoEngineers, Inc.

*Galan W. McInelly*  
Galan W. McInelly, LG, LEG  
Principal

BHC:GWM:nld

Attachments:

General Conditions – Standard 2012

Schedule of Charges – Redmond 2013

One electronic copy submitted



The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been separately provided verbally or in writing.

City of Oak Harbor ORGANIZATION	* SIGNATURE
DATE	TYPED OR PRINTED NAME *Individual with contracting authority.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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**EXHIBIT C**  
**PAYMENT (NEGOTIATED HOURLY RATE PLUS COSTS)**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. If a federal highway project, the CONSULTANT shall conform with all applicable portions of 48 CFR 31.

**1. Hourly Rates**

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibits "D-1" and "D-2" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the CITY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead and fees.

In the event renegotiation of the hourly rates is conducted, the CITY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

**2. Direct Non-salary Costs**

Direct non-salary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. Automobile mileage for travel will be reimbursed as the current rate approved for CITY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for CITY employees. The billing for non-salary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

**3. Management Reserve Fund**

The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may be replenished in a subsequent supplement agreement. Any changes requiring additional costs in excess of the "Management Reserve Fund" shall be made in accordance with Section 11, "Extra Work".

**4. Maximum Amount Payable**

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Management Reserve Fund, but does not include payment for extra work as stipulated in Section 11, "Extra Work" of the General Requirements. No minimum amount payable is guaranteed under this AGREEMENT.

**5. Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in (1) and (2) above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits "D-1" and "D-2", including names and classifications of all employees, and invoices for all direct non-salary expenses. To provide a means of verifying the invoiced salary costs for the CONSULTANT's employees, the CITY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

**6. Inspection of Cost Records**

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the CITY, State, and the United States, for a period of three (3) years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three (3) year period, the records shall be retained until all litigation, claims, or audit filings involving the records have been resolved. The three (3) year retention period begins when the CONSULTANT receives final payment.

7. **Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT of any claims relating to the validity of a finding by the CITY of overpayment.

**EXHIBIT D-1  
CONSULTANT FEE DETERMINATION - SUMMARY SHEET**

Projects \_\_\_\_\_

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____

**Total DSC =** \$ \_\_\_\_\_

**Overhead (OH Cost -- including Salary Additives):**  
 OH Rate x DSC of \_\_\_\_\_ % x \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**Fixed Fee (FF):**  
 FF Rate x DSC of \_\_\_\_\_ % x \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**Reimbursables:**  
 Itemized \$ \_\_\_\_\_

**Subconsultant Costs (See Exhibit "G"):** \$ \_\_\_\_\_

**Grand Total** \$ \_\_\_\_\_

Prepared by \_\_\_\_\_

Date \_\_\_\_\_



**EXHIBIT D-2  
FEE SCHEDULE  
CITY OF OAK HARBOR, RESERVOIR FAULT STUDY PROJECT**

**Professional Staff**

Staff 1 Scientist/Analyst	\$	95/hour
Staff 1 Engineer	\$	100/hour
Staff 2 Scientist/Analyst	\$	110/hour
Staff 2 Engineer	\$	115/hour
Staff 3 Scientist/Analyst	\$	125/hour
Staff 3 Engineer	\$	130/hour
Scientist/Analyst 1	\$	145/hour
Engineer 1	\$	150/hour
Scientist/Analyst 2	\$	150/hour
Engineer 2	\$	155/hour
Senior Engineer/Scientist/Analyst 1	\$	165/hour
Senior Engineer/Scientist/Analyst 2	\$	180/hour
Associate	\$	195/hour
Principal	\$	215/hour
Senior Principal	\$	240/hour

**Technical Support Staff**

Administrator 1	\$	65/hour
Administrator 2	\$	75/hour
Administrator 3	\$	85/hour
CAD Technician	\$	80/hour
CAD Designer	\$	90/hour
CAD Design Coordinator	\$	95/hour
Technician	\$	75/hour
Senior Technician	\$	85/hour
Lead Technician	\$	95/hour

**Software Development Staff**

Database Architect/Analyst	\$	160/hour
Senior Database Architect/Analyst	\$	180/hour
Business Analyst	\$	160/hour
Senior Business Analyst	\$	180/hour
Software Architect/Developer	\$	180/hour
Senior Software Architect Developer	\$	200/hour
IT Project Manager	\$	200/hour
Senior IT Project Manager	\$	225/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent after normal working hours, on weekends, or on holidays, at the specific request of Client, will be charged at the above rates plus 25 percent. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

**Equipment**

Air Quality Equipment, per day	\$	150.00
Air Sparging Field Test, per day	\$	500.00
Asbestos Sample Kit, per day	\$	25.00
Blastmate, per day	\$	100.00
22-foot Sampling and Dive Boat (plus fuel), per day	\$	750.00
Camcorder, per day	\$	50.00
Concrete/Masonry Field Gear, per day	\$	15.00
Crack Gauges, per gauge	\$	25.00
D&M Sampler, per day (1 day min.)	\$	80.00
Data Logger - 8-channel, per day	\$	300.00
Electrical Tape, per day	\$	25.00
Environmental Exploration Equipment, per day	\$	150.00
Flow Meter, per day	\$	40.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	100.00
Generator, per day (1 day min.)	\$	100.00
Geotechnical Exploration Equipment, per day`	\$	125.00
GPS Unit - Professional Grade, per day	\$	100.00
Groundwater Development and Sampling Pump, per day (1 day min.)	\$	100.00
Groundwater Monitoring Equipment, per day	\$	220.00
Hydrolab Multi Probe, per day	\$	100.00
Interface Probe, per day	\$	50.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	10.00
Operations and Maintenance Equipment, per day	\$	250.00
Peristaltic Pump, per day	\$	50.00
pH Meter (per day)	\$	15.00
PID, FID or OVA, per day	\$	100.00
Sampling Van/Trailer, per day	\$	60.00
Saximeter, per day	\$	25.00
Scuba Diving, per day/per diver	\$	250.00
Single Channel Data Logger w/Transducer, per day	\$	100.00
Slope Indicator, per day (1 day min.)	\$	200.00
Soil Samples (in Rings), per sample	\$	5.00
Soil Samples (in Sleeves), per sample	\$	8.00
Spectro Photo Meter, per day	\$	45.00
Stereoscope, per day	\$	20.00
Strain Gauge Readout, per day	\$	40.00
Tedlar Bags & Air Sampling Equipment, per sample	\$	15.00
Turbidity Testing Equipment, per day	\$	30.00
Underwater Camera - Still, per day	\$	50.00
Underwater Camera - Video, per day	\$	150.00
Vapor Extraction Field Test, per day	\$	500.00
Vehicle usage, per mile, or \$50/day, whichever is greater	\$	0.65
Vehicle - 4-wheel drive truck, per day	\$	80.00
Water Quality Equipment, per day	\$	125.00

*Specialized and miscellaneous field equipment, at current rates, list available upon request.*

**OTHER SERVICES, SUPPLIES AND SPECIAL TAXES**

Charges for equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost. Charges for Subcontracted services shall be charged at cost plus 10 percent. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

**EXHIBIT F**  
**PAYMENT UPON TERMINATION OF AGREEMENT BY CITY**  
**OTHER THAN FOR FAULT OF THE CONSULTANT**  
**(Refer to General Requirements, Section 3)**

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct non-salary costs incurred at the time of termination of this AGREEMENT.

**EXHIBIT G-1  
SUBCONSULTANT FEE DETERMINATION -- SUMMARY SHEET**

Project: \_\_\_\_\_

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____

**Total DSC =** \$ \_\_\_\_\_

**Overhead (OH Cost -- including Salary Additives):**  
OH Rate x DSC of \_\_\_\_\_ % x \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**Fixed Fee (FF):**  
FF Rate x DSC of \_\_\_\_\_ % x \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**Reimbursables:**  
Itemized \$ \_\_\_\_\_

**Grand Total** \$ \_\_\_\_\_

Prepared by \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT G-2  
BREAKDOWN OF SUBCONSULTANT'S OVERHEAD COST**

(Sample only -- Actual line item and cost categories and percentages for your firm should be submitted.)

**Fringe Benefits**

FICA .....	_____
Unemployment.....	_____
Medical Aid and Industrial Insurance.....	_____
Company Insurance and Medical.....	_____
Vacation, Holiday, and Sick Leave.....	_____
Commission, Bonuses/Pension Plan.....	_____
<b>Total Fringe Benefits .....</b>	<b>_____</b>

**General Overhead**

State B&O Taxes .....	_____
Insurance .....	_____
Administration and Time Not Assignable .....	_____
Printing, Stationary, and Supplies.....	_____
Professional Services .....	_____
Travel Not Assignable .....	_____
Telephone and Telegraph Not Assignable.....	_____
Fees, Dues, Professional Meetings .....	_____
Utilities and Maintenance .....	_____
Professional Development .....	_____
Rent.....	_____
Equipment Support .....	_____
Office Miscellaneous, Postage.....	_____
<b>Total Generated Overhead.....</b>	<b>_____</b>
<b>TOTAL.....</b>	<b>_____</b>

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

Bill No. C/A 1.c.  
Date: March 19, 2013  
Subject: Element Nightclub License  
Revocation Hearing – Close and  
Terminate Hearing

**FROM:** Larry Cort, City Administrator  
Edgar Green, Police Chief

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

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

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**PURPOSE**

The purpose of the agenda bill is to request that the City Council close and terminate the public hearing to consider revocation of the Nightclub License for the Element Nightclub. The public hearing was opened on February 19, 2013 and continued to allow time for staff to propose a hearing date to continue consideration of possible revocation.

**AUTHORITY**

City Council authority is established at Chapter 35A.11 and 35A.12 RCW and Chapter 1.16 OHMC.

**FISCAL IMPACT DESCRIPTION**

Funds Required: None  
Appropriation Source: NA

**SUMMARY STATEMENT**

The public hearing to consider revocation of the Element's Nightclub License was first set by the City Council on January 15, 2013 for a Special Council meeting on January 29, 2013. On January 25, 2013, both the City and the licensees sought in writing to delay the hearing date, with the City proposing February 19, 2013 and the licensees proposing a date no earlier than February 11, 2013.

On January 30, 2013, the City responded to the licensee's January 25, 2013 letter seeking to confirm that the February 19, 2013 hearing date was acceptable. Hearing no response from the licensees, the City Council on February 5, 2013 set a public hearing date of February 19, 2013 to consider revocation of the Element's Nightclub License. At the February 19, 2013 meeting, the Council opened the public hearing and directed the staff to return to the Council no later than

March 19, 2013 to propose a new hearing date.

Due to the need to complete a comprehensive review on all aspects of the Element's compliance with all conditions of its Nightclub License, staff at this time propose that the City Council close and terminate the public hearing.

### **STANDING COMMITTEE REPORT**

This item has not been presented at a Standing Committee.

### **RECOMMENDED ACTION**

1. Motion to close and terminate the public hearing to consider revocation of the Nightclub License for the Element Nightclub.

### **ATTACHMENTS**

### **MAYOR'S COMMENTS**

# City of Oak Harbor City Council Agenda Bill

**Bill No.** C/A 1.d.  
**Date:** March 19, 2013  
**Subject:** Introduction: Ordinance No.  
1654 Amending OHMC  
2.34.055

**FROM:** Larry E. Cort, City Administrator

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

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

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### **PURPOSE**

The purpose of this agenda bill is to introduce draft Ordinance No. 1654 which would, if approved, amend the title of OHMC Section 2.34.055 to better describe the content of this section. The draft ordinance is scheduled for introduction only on March 19, 2013 and is proposed for consideration on April 2, 2013.

### **AUTHORITY**

General City Council authority is established at Chapter 35A.11 and 35A.12 RCW and Chapter 1.16 OHMC.

### **FISCAL IMPACT DESCRIPTION**

No anticipated impact.

### **SUMMARY STATEMENT**

Chapter 2.34 of the Oak Harbor Municipal Code was amended in part on June 18, 2012 to clarify in OHMC Section 2.34.055, Management Positions, which City positions would be appointive offices and to specify that persons employed in these positions shall be “at will” employees of the City and subject to termination from City employment at the Mayor’s discretion.

The list of management positions in OHMC Section 2.34.055 includes at Subsection (1)(h) the position of Executive Assistant to the Mayor, an appointive office without the broader management responsibilities of the other positions listed under this section. To more accurately describe the list of job titles contained in OHMC Subsection 2.34.055(1) and to maintain the current “at will” designation of the position of Executive Assistant to the Mayor, it is desirable to amend the title of OHMC Section 2.34.055 to include the Mayoral support position of Executive Assistant to the Mayor.

### **STANDING COMMITTEE REPORT**

This item has not been reviewed by a standing committee.

# City of Oak Harbor City Council Agenda Bill

## **RECOMMENDED ACTION**

Set public review and possible action on Ordinance No. 1654 for April 2, 2013.

## **ATTACHMENTS**

Draft Ordinance No. 1654

ORDINANCE NO. 1654

**AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE SECTION 2.34.055, MANAGEMENT POSITIONS, BY AMENDING THE TITLE OF SAID SECTION TO MORE ACCURATELY DESCRIBE THE LIST OF JOB TITLES DESIGNATED AS “AT WILL”**

WHEREAS, Chapter 2.34 of the Oak Harbor Municipal Code was amended in part on June 18, 2012 to clarify in OHMC Section 2.34.05, Management Positions, which City positions would be appointive offices and to specify that persons employed in these positions shall be “at will” employees of the City and subject to termination from City employment at the Mayor’s discretion; and

WHEREAS, the list of management positions in OHMC Section 2.34.055 includes at Subsection (1)(h) the position of Executive Assistant to the Mayor, an appointive office without the broader management responsibilities of the other positions listed under this section; and

WHEREAS, to more accurately describe the list of job titles contained in OHMC Subsection 2.34.055(1) and to maintain the current “at will” designation of the position of Executive Assistant to the Mayor, it is desirable to amend the title of OHMC Section 2.34.055 to include the Mayoral support position of Executive Assistant to the Mayor;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR do ordain as follows:

**Section One.** The title of OHMC Section 2.34.055 is hereby amended to read as follows: Management and Mayoral Support Positions.

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

**Section Three.** Effective Date. This Ordinance shall be in full force and effect five days after publishing.

PASSED by the City Council this 2nd day of April 2013.

CITY OF OAK HARBOR

Approved ( )  
Vetoed ( )

\_\_\_\_\_  
Scott Dudley, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

Introduction: 03-19-13

Adopted:

Published:

# City of Oak Harbor City Council Agenda Bill

**Bill No.** \_\_\_\_\_

**Date:** March 19, 2013

**Subject:** Ordinance No. 1652 –  
Keeping of Backyard  
Chicken Hens

**FROM:** Steve Powers  
Development Services Director

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

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

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**PURPOSE**

This agenda bill presents a draft ordinance that amends Oak Harbor Municipal Code Title 7, Animals, and Title 19, Zoning, to permit the keeping and raising of chicken hens within the city limits.

**AUTHORITY**

RCW 35A.11 grants cities the authority to regulate their affairs.

**FISCAL IMPACT DESCRIPTION**

Funds Required: \$ N/A

Appropriation Source: \$ N/A

**SUMMARY STATEMENT**

The Oak Harbor Municipal Code does not presently allow for the keeping of chicken hens within the city limits. At the December 4, 2012 meeting, a citizen requested the City Council re-examine this policy decision. In response to that request, the Council directed staff to prepare an ordinance allowing for the keeping of chicken hens and present the same on March 5, 2013.

Oak Harbor Municipal Code Section 1.04.020(2) provides that an ordinance may be adopted without a public hearing if the ordinance is first introduced at one public meeting, and then scheduled for action at a second public meeting. In keeping with this provision, the draft ordinance is presented for introduction only at this time. This ordinance was introduced to the City Council at the March 5, 2013 meeting.

# City of Oak Harbor City Council Agenda Bill

## **STANDING COMMITTEE REPORT**

This item was presented to the Governmental Services Standing Committee at their March 12<sup>th</sup> meeting.

## **RECOMMENDED ACTION**

Adopt Ordinance 1652 allowing for the keeping of backyard chicken hens.

## **ATTACHMENTS**

Draft ordinance

ORDINANCE NO. 1652

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE TITLE 7, ANIMALS, BY ADDING A NEW CHAPTER 7.42, CHICKEN HENS, AND ALLOWING FOR THE KEEPING OF CHICKEN HENS WITHIN THE CITY LIMITS AND AMENDING OAK HARBOR MUNICIPAL SECTION 19.08.425, KENNEL, COMMERCIAL BY DELETING THE PROHIBITION OF THE KEEPING OF ALL POULTRY AND ALLOWING THE KEEPING OF CHICKEN HENS.

WHEREAS, the keeping of chicken hens in an urban environment is associated with the “Urban Agriculture Movement”, which is the growing practice of cultivating, processing and distributing food in, or around a village, town or city; and

WHEREAS, according to the National Sustainable Agriculture Information Service there are a host of personal benefits associated with Urban Agriculture and keeping chicken hens in one’s own backyard; and

WHEREAS, some of these benefits include; a step towards self-sufficiency through the backyard production of eggs, a compatible partner to a backyard garden through pest control and the production of fertilizer, a cut down on kitchen scraps by feeding to the flock, education for children on where food comes from, and the desire for some to enjoy aspects of "country living" in an urban environment; and

WHEREAS, the Oak Harbor Municipal Code does not presently allow for the keeping of chicken hens within the city limits; and

WHEREAS, the Oak Harbor City Council has heard from citizens that they believe this activity should be allowed; and

WHEREAS, on December 4, 2012 the Oak Harbor City Council directed staff to prepare an ordinance allowing for the keeping of chicken hens and present the same on March 5, 2013.

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

**Section One.** A new chapter of the Oak Harbor Municipal Code, Chapter 7.42, Chicken Hens, is hereby adopted to read as follows:

**Chapter 7.42 Chicken Hens.**

**Sections:**

7.42.010 Keeping of chicken hens.

**Section Two.** A new section of the Oak Harbor Municipal Code, Section 7.42.010, Keeping of Chicken Hens, is hereby adopted to read as follows:

**7.42.010 Keeping of chicken hens.**

- (1) The keeping of chicken hens, if permitted under the terms of any private covenants, conditions or restrictions applicable to the subject property, shall be permitted on properties used for single-family and duplex residential purposes under the following conditions:
- (a) Keeping of roosters shall be prohibited.
  - (b) Chicken hens may be kept, as provided in this section, by the owner or tenant of any single-family or duplex residence, provided that the hens are kept on the same parcel where the owner of the hens resides or on a contiguous parcel under the same ownership.
  - (c) One chicken hen is allowed for each one thousand five hundred (1,500) square feet of lot area to a maximum of six hens.
  - (d) Chicken hens shall be contained at all times within a fence, pen or coop which is constructed to prevent dogs, coyotes, cats, raccoons, rats, eagles and other predators and pests from accessing the hens
  - (e) For each chicken hen, a fenced open yard area of at least twenty (20) square feet and a fully-enclosed shelter of at least four square feet shall be provided.
  - (f) Fenced open yard area and enclosed shelters shall be a minimum of twenty (20) feet from any habitable residential building on an adjacent property.
  - (g) Chicken hens shall be treated humanely, and shall be provided adequate food, water and shelter.
  - (h) Chicken hen enclosures and fenced open-yard areas shall be kept in a good working and sanitary condition, shall not cause odor or noise nuisances, and shall not be deemed to be unsightly from any public right-of-way, as determined by the animal control officer.

- (i) Coops and hen enclosures shall not be located in the front yard of a lot nor in a side yard which abuts a street.
- (j) Two or more people may cooperatively own and care for chicken hens by means of a portable coop that may be moved from one property to another, provided that all requirements of this code are met on each of the properties to which the coop is moved.

**Section Three.** A new section of the Oak Harbor Municipal Code, Section 7.42.020, Violations, is hereby adopted to read as follows:

**7.42.020 Penalties.**

- (1) The failure to comply with the provisions of this chapter shall constitute a class 1 civil infraction, adjudicated in accordance with Chapter 1.28 of the Oak Harbor Municipal Code. The maximum penalty and default shall be \$250.00. Each day of violation shall be a separate offense. This is an absolute liability offense. No mental element as defined in law is required for proof of violation.
- (2) The knowing or intentional failure or refusal to comply with an abatement order of a nuisance is a misdemeanor which shall be punished by imprisonment in jail for a maximum term fixed by the court of not more than 90 days, or by a fine in an amount fixed by the court of not more than \$1,000, or by both such jail sentence and fine.

**Section Four.** Oak Harbor Municipal Code Section 19.08.425, Kennel, Commercial, last amended by Ordinance 1555 § 4 in 2009 is hereby amended to read as follows:

**19.08.425 Kennel, commercial.**

“Commercial kennel” means any lot or building in which four or more dogs and/or cats, at least four months of age, are kept commercially for board or propagation or treatment. No animals, livestock or poultry of any kind shall be kept, raised or bred on a lot, except chicken hens pursuant to OHMC 7.42, and except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Four dogs, cats or other household pets kept in one place or on one lot, over four months of age, would be considered being kept for commercial purposes.

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

**Section Six.** Effective Date. This Ordinance shall be in full force and effect five days after publishing.

PASSED by the City Council this \_\_\_ day of \_\_\_\_\_ 2013.

CITY OF OAK HARBOR

Approved ( ) \_\_\_\_\_

Vetoed ( ) Scott Dudley, Mayor

\_\_\_\_\_  
Date

ATTEST:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

Introduction: \_\_\_\_\_

Passed: \_\_\_\_\_

Published: \_\_\_\_\_

# City of Oak Harbor City Council Agenda Bill

**Bill No.** \_\_\_\_\_  
**Date:** March 19, 2013  
**Subject:** Ordinance Amending OHMC  
Section 2.39.030, Marina  
Advisory Committee  
Composition

**FROM:** Steve Powers  
Development Services Director

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

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

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**PURPOSE**

This agenda bill introduces a draft ordinance that amends Oak Harbor Municipal Code Section 2.39.030, Composition of the Marina Advisory Committee, by increasing the size of the Committee from five to seven members.

**AUTHORITY**

RCW 35A.11 grants cities the authority to regulate their affairs.

**FISCAL IMPACT DESCRIPTION**

Funds Required: N/A  
Appropriation Source: N/A

**SUMMARY STATEMENT**

The purpose of the Marina Advisory Committee is to advise the Mayor and City Council concerning matters affecting the Marina. The Marina Advisory Committee in its current composition was established with the adoption of Ordinance No. 1541 in 2008. That ordinance set the number of committee members at five and established certain membership criteria. Increasing the size of the Committee may assist the Committee in making its recommendations to the Mayor and City Council. The draft ordinance attached to this agenda bill increases size of the Committee by two members and establishes the membership criteria for those new positions.

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

## **STANDING COMMITTEE REPORT**

This item was presented to the Governmental Services Standing Committee at their March 12, 2013 meeting.

## **RECOMMENDED ACTION**

Set public meeting date for April 2, 2013.

## **ATTACHMENTS**

Draft ordinance

ORDINANCE NO. 1655

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE SECTIONS 2.39.030 AND 2.39.040, COMPOSITION OF THE MARINA ADVISORY COMMITTEE, BY INCREASING THE NUMBER OF MEMBERS FROM FIVE (5) TO SEVEN (7), AND ESTABLISHING CERTAIN MEMBERSHIP REQUIREMENTS FOR THOSE NEW MEMBERS

WHEREAS, the purpose of the Marina Advisory Committee is to advise the Mayor and City Council concerning matters affecting the Marina; and

WHEREAS, the Marina Advisory Committee has ably filled this role for many years; and

WHEREAS, the Marina Advisory Committee in its current composition has existed since 2008 with the adoption of Ordinance No. 1541; and

WHEREAS, Ordinance No. 1541 established certain criteria for committee membership and it is desirable to maintain membership criteria suited to the unique needs of the Oak Harbor Marina; and

WHEREAS, increasing the size of the Committee by two members may assist the Committee in making its recommendations to the Mayor and City Council.

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

**Section One.** Oak Harbor Municipal Code, Section 2.39.030, Composition of the Marina Advisory Committee, adopted by Section 2 of Ordinance No. 1541 in 2008 is hereby amended to read as follows:

**2.39.030 Composition of the marina advisory committee.**

The marina advisory committee shall consist of ~~five~~seven members, who shall meet the following qualifications:

- (1) At least four of the marina advisory committee members shall reside in or own businesses within the Oak Harbor city limits and the ~~fifth~~other three members shall reside in the state of Washington;
- (2) Four of the members of the marina advisory committee shall be customers of the marina facility (Position Nos. 1, 3, 4 and 5). ~~One~~Three of the marina advisory committee

members (Position No. 2, 6 and 7) shall be ~~a~~members of the public who need not be a customer of the moorage facility. For purposes of this provision, a “customer of the moorage facility” shall mean a boat owner/lessee or storage lessee of the marina facility. Use of guest moorage only shall not constitute being “a customer of the moorage facility.”

**Section Two.** Oak Harbor Municipal Code, Section 2.30.040, Appointment-Terms, adopted by Section 2 in Ordinance 1541 in 2008 is hereby amended to read as follows:

**2.39.040 Appointment – Terms.**

- (1) All marina advisory committee members shall be appointed by the mayor, subject to confirmation by the city council.
- (2) Existing members of the marina advisory committee at the time of adoption of the ordinance codified in this chapter shall serve out their remaining terms.
- (3) All subsequent appointments shall be for staggered three-year terms. Position Nos. 1 and 2 shall be appointed for an initial term of one year and for three-year terms thereafter. Position Nos. 3 and 4 shall be appointed for an initial term of two years and for three-year terms thereafter. Positions No. 5, 6 and 7 shall be appointed for an initial term of three years and for three-year terms thereafter.
- (4) Vacancies occurring other than through the expiration of terms shall be filled for the remainder of the term of the member being replaced. Vacancies shall be filled in the same manner as appointments.
- (5) Members may be removed at will at any time prior to the end of their term by the mayor.

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

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

PASSED by the City Council this 2nd day of April 2013.

CITY OF OAK HARBOR

Approved ( ) \_\_\_\_\_  
Vetoed ( ) SCOTT DUDLEY, MAYOR

ATTEST:

Approved as to Form:

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Valerie J. Loffler, City Clerk

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City Attorney

Introduction: 03/19/13

Passed:

Published:

DRAFT

# City of Oak Harbor City Council Agenda Bill

**Bill No.** 4.  
**Date:** March 19, 2013  
**Subject:** **Resolution 13-07: Amending  
Wellness Program**

**FROM:** Cheryl L. Lawler, Human Resources Manager  
Wellness Committee

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

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

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### **PURPOSE**

This agenda bill introduces a Resolution to Amend the Wellness Program incorporated in the Employee Policy Manual that was adopted by ordinance on June 18, 2012. The amendment is to revise the wording of Appendix D, Wellness Program.

### **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).

### **FISCAL IMPACT DESCRIPTION**

None.

# City of Oak Harbor City Council Agenda Bill

## **SUMMARY STATEMENT**

The City Wellness Program requires housekeeping in its definition of participants and time off that is earned due to participation.

## **STANDING COMMITTEE REPORT**

The City Wellness Committee has drafted and recommends the revisions to the Wellness Program, in collaboration with Human Resources.

## **RECOMMENDED ACTION**

Staff recommends that City Council approve Resolution No. 13-07 Amending Appendix D in the Employee Policy Manual.

## **ATTACHMENT:**

Resolution No. 13-07

RESOLUTION NO. 13-07

A RESOLUTION AMENDING THE EMPLOYEE POLICY MANUAL REGARDING THE CITY OF OAK HARBOR WELLNESS PROGRAM PARTICIPANTS AND TIME OFF DEFINITIONS

WHEREAS, the City of Oak Harbor implemented Wellness Incentives as a part of its Wellness Program; and

WHEREAS, the City of Oak Harbor Wellness Incentives include a Wellness Day Off which entitles employees who participate in certain activities to become eligible to earn eight (8) hours of wellness time off and a Membership Fee Incentive program help offset fees associated with an approved personal exercise program; and

WHEREAS, the Wellness Committee has reviewed these incentives and recommends that the City Council make two amendments; and

WHEREAS, the first amendment recommended by the Wellness Committee would clarify that Paid on Call Firefighters are eligible for Membership Fee Incentive Program since the Paid on Call Firefighters have historically been included in this program; and

WHEREAS, the second amendment recommended by the Wellness Committee would clarify that the number of hours earned by non-regular employees for the Wellness Day Off will be prorated according to the average hours worked by non-regular employees;

NOW, THEREFORE, be it resolved by the City Council of the City of Oak Harbor as follows:

The Mayor is hereby authorized and directed to execute said changes and amendments to the Employee Policy Manual for the City of Oak Harbor Employees, Appendix D, a copy of the edited version and a final version of the Wellness Program of which is attached hereto and by this reference made a part hereof.

PASSED by the City Council this 19th day of March, 2013.

THE CITY OF OAK HARBOR

Attest:

\_\_\_\_\_  
SCOTT DUDLEY, Mayor

\_\_\_\_\_  
Valerie J. Loffler, City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## **APPENDIX D, WELLNESS PROGRAM**

### **Program Outline**

The Wellness program was established in 2009 by the Wellness Committee, with the support of the Mayor, City Council members and Department Directors. This program was initiated through the Association of Washington Cities (AWC), as part of their Health Care Cost Containment Program. The program's mission is to improve City employee health and well being. Participation in the City of Oak Harbor Wellness Program is voluntary and is limited, in some situations, to employees who receive health benefits through the City.

The program's primary goal is to enhance employees' well being by:

- Increasing employee awareness of healthy lifestyle choices.
- Providing support to employees in making healthy lifestyle choices.
- Assisting in the development of supportive workplace environments in order to meet health promotion goals.
- Increasing employee awareness of health risks.

The program is designed to provide incentives for healthful employee activities.

### **Guidelines**

The Wellness Committee has set the following guidelines to keep a record of participation in wellness activities.

- If an employee attends a wellness presentation/activity, they will be asked to sign the attendance/participation sheet.
  - Signature sheets will be used to confirm participation in wellness activities.
- If an employee participates in a personal exercise program they will be required to:
  - Confirm the place of exercise (e.g., gym, physical therapist) is recognized by the City for Wellness program participation
  - Complete their personal exercise program the required number of times per month. (The number of sessions required is set by the Wellness Committee and may change from year to year).
  - Complete a waiver of liability for participation in their personal exercise program

### **Wellness Incentives**

*Membership Fee Incentive:* Employees and Paid-on-Call Firefighters (referred to as participants in this section), who complete a personal exercise program, may be eligible to receive payment from the City to offset membership costs per the following guidelines:

- Participants must complete their personal exercise program the required number of times per month as set forth by the Wellness Committee. (Check with the Wellness Committee to confirm current requirements)
- Participants must confirm that their place of exercise has been approved by the City for participation in the Wellness Program.
- Each approved location will provide the City with confirmation of employee participation in their personal exercise program.
- Membership Fee Incentives will be paid to the participant separately from their regular paycheck.

*Wellness Day:* Regular employees who participate in City sponsored wellness activities may be eligible to earn up to eight (8) hours of wellness time off. Wellness time off will be pro-rated based on average regular hours (not OT) or regular schedule worked in 12 months. Employees must follow the guidelines as set forth below:

- Employees must log their participation in eligible activities as set forth by the Wellness Committee.
- Employees' participation will be confirmed by the documentation criteria on the Wellness Rewards Program Log.
- Employees must attain a minimum of 100 points to qualify for the wellness time off.
- Employees must choose their eligible activities from a minimum of four of the health categories established on the Wellness Rewards Program Log.
- Employees must participate in a minimum of one health campaign and one eligible social event during the year.
- Employees must submit the Wellness Rewards Program Log no later than December 15 of each year to earn a Wellness Day off in the following year.

The Wellness Committee will identify to employees which events will count toward their annual participation at the time the event is announced.

Employees who cannot participate in a wellness event/activity due to a disability should contact Human Resources at least two days in advance of the event for alternative ways to participate.

- Employees who meet the criteria will be credited up to eight (8) hours of wellness time off. This time will be pro-rated based on average regular hours (not OT) or regular schedule worked in 12 months, and placed into the employee's leave accruals for the following year.
- Wellness hours must be used before vacation and cannot be carried over into the following year.
- Wellness hours will not be paid to the employee if the employee separates from employment.

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

Bill No. \_\_\_\_\_  
Date: March 19, 2013  
Subject: Wastewater Treatment Plant  
Carollo Engineers – Contract  
Amendment No. 6

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

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

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

**PURPOSE**

The purpose of this agenda bill is to seek City Council’s approval of Amendment Number 6 to the consultant agreement with Carollo Engineers for preliminary design of the new Wastewater Treatment Plant in the Windjammer Vicinity.

**AUTHORITY**

The Oak Harbor Municipal Code states:

***2.310.050 Professional service contracts.***

*Contracts for professional services, including contracts for legal and consulting services, are not subject to the bidding requirements of Chapters 2.310 through 2.390 OHMC. The mayor or his/her designee shall promulgate procedures and standards for the approval of such contracts. Contracts for architectural and engineering services shall be awarded in accordance with Chapter 2.350 OHMC and Chapter [39.80](#) RCW. For purposes of this section, “professional services” are those services involving skill, education and special knowledge and where the work is predominately mental and intellectual, rather than physical and mechanical. The mayor shall establish guidelines and procedures for obtaining professional services. Professional service contracts in excess of \$10,000 shall require approval by the city council. Contracts for professional services under \$10,000 shall be reviewed by the finance director or the city attorney prior to signing to assure compliance with the Oak Harbor biannual budget, provisions of Chapter 2.390 OHMC and purchasing policies promulgated by the mayor. (Ord. 1629 § 1, 2012; Ord. 1470 § 8, 2006).*

**FISCAL IMPACT DESCRIPTION**

Funds Required: \$2,081,168  
Appropriation Source: Wastewater Fund

**SUMMARY STATEMENT**

On August 4, 2010, City Council awarded a professional services contract to Carollo Engineers to prepare a Facilities Plan for a new wastewater treatment plant. On August 10, 2012, after nearly 2 years of public outreach and technical evaluation, City Council selected the Windjammer Vicinity as the

March 19, 2013 – WWTP – Carollo Engineers Contract Amendment No. 6

preferred location for a new wastewater treatment plant.

The next phase of work in the process to construct a new wastewater treatment plant is preliminary design (or 30% design). On January 15, 2013, City Council authorized staff to begin negotiations with Carollo Engineers for preliminary design of a new wastewater treatment plant. The following information and attached scope of services are the results of those negotiations.

### Scope of Services

The attached scope of services (Exhibit B) represents the tasks necessary to complete this phase of work.

The objects of this phase of work are as follows:

- Complete value engineering
- Establish the final location of the WWTP
- Procure process equipment (membranes, UV, etc.)
- Prepare 30% design of a new WWTP
- Prepare 100% design of a new outfall structure
- Select a delivery method for construction of the WWTP

In addition to the preliminary design work that Carollo will be performing, the City will need to contract other services to assist in the successful completion of the project. We believe it is best to separate out these services to provide a better product for the City.

The additional services that will be required through 30% design are as follows:

- Value Engineering Consultant
- Financial Advisor
- Charrette Facilitator
- Commercial Planner
- Right of Way Specialist

### Budget

The construction of a new wastewater treatment facility is likely to be the largest project the City of Oak Harbor has undertaken. With most construction projects, the cost of design is often close to 10% of the construction cost. This proved to be the case for SE Pioneer Way (x%), Oak Harbor Street (x%), Gun Club Road Water Mains (x%) and the North Reservoir (x%).

Considering construction of the new wastewater treatment plant is expected to be between \$60M and \$70M, we can expect design costs to range from \$6M to \$7M. At this point, we are proposing to contract for preliminary design efforts at a contract amount of \$1,982,065 with a management reserve of \$99,103 which is 5% of the contract amount.

The attached predesign budget information (Exhibit D-3) details the level of effort and cost impacts of the proposed scope of services. In addition to \$1,511,644 in “traditional” services, the contract will include \$470,421 of “non-traditional” services that will include final design of the outfall, value

engineering support and public process to select the final location and look of the treatment plant.

### Schedule

Preliminary design will begin immediately and is intended to overlap with DOE review of the Draft Facilities Plan. A copy of the proposed schedule is included with the scope of service. A summary of the major milestones is as follows.

Summer 2013 – City Council sets policy and guiding principles to select final location

Fall 2013 – Council selects final location of treatment plant facility

Spring 2014 – Council approves delivery method to complete project

The proposed budget and schedule are intended to fund the project through April 2014.

### Summary

The proposed contract amendment with Carollo Engineers will provide a detailed scope of services, cost and schedule for the completion of 30% design of the new WWTP, final design of a new outfall structure, value engineering support, and final site selection of the treatment plant. As stated previously, it will not include consultants and advisors that would we believe would be more appropriately contracted directly with the City.

### **STANDING COMMITTEE REPORT**

This item was discussed at the March 7, 2013 Public Works Standing Committee meeting and at the March 12, 2013 Government Services Standing Committee meeting.

### **RECOMMENDED ACTION**

A Council motion authorizing the Mayor to sign Contract Amendment No. 6 with Carollo Engineers for additional site investigation related to a new wastewater treatment plant.

### **ATTACHMENTS**

Contract Amendment Number 6

Tasks – Exhibit D-3

Scope of Services – Exhibit B

# City of Oak Harbor City Council Agenda Bill

**Bill No.** \_\_\_\_\_  
**Date:** March 19, 2013  
**Subject:** City Attorney Confirmation and  
Employment Agreement – Bert  
Boughton

**FROM:** Scott Dudley, Mayor

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

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

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## **PURPOSE**

This agenda bill presents for Council confirmation my appointment of Bert “Dee” Boughton to serve as the City Attorney. In accordance with OHMC Chapter 2.06, the City Attorney shall be appointed by the Mayor and confirmed by the Council and shall serve at the pleasure of the Mayor pursuant to an employment contract proposed by the Mayor and approved by the City Council. The proposed employment contract is attached to this agenda bill.

## **AUTHORITY**

### ***RCW 35A.11.020***

#### **Powers vested in legislative bodies of noncharter and charter code cities.**

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; within the limitations imposed by vested rights, to fix the compensation and working conditions of such officers and employees and establish and maintain civil service, or merit systems, retirement and pension systems not in conflict with the provisions of this title or of existing charter provisions until changed by the people.

#### **OHMC 2.06.010 Appointment – Duties.**

The city attorney shall be appointed by the mayor and confirmed by the city council. The city attorney shall serve at the pleasure of the mayor pursuant to an employment contract proposed by the mayor and approved by the city council. The duties of the city attorney shall be to draft and prepare all ordinances, orders, resolutions, contracts, agreements, forms, pleadings and other papers and documents as the mayor or council of the city may direct or require him to make or may be necessary, and to appear and defend the city of Oak Harbor in all actions of law or in equity or otherwise wherein the city may be interested or be a party and appear for the city in municipal court on all charges brought in the name of the city. In the event that the city attorney is unable to represent the city he may appoint other counsel, or in the event of a conflict of interest or other like situation he may ask the mayor to appoint other counsel for a particular project or cause and the mayor may so appoint another attorney to represent the city in that cause. (Ord. 1628 § 1, 2012; Ord. 569, 1980; Ord. 7 § 1, 1915).

# City of Oak Harbor City Council Agenda Bill

## FISCAL IMPACT DESCRIPTION

Funds Required: Additional funds are not required as this position has been budgeted as part of the 2013-14 budget. The approximate total annual cost for this contract in compensation and benefits is \$134,718 (benefit costs are estimated).

Appropriation Source: Fund 001 General Fund (Legal)

## SUMMARY STATEMENT

Since June of 2012, the City has contracted with the firm of Weed, Graafstra and Benson for interim city attorney services. During this period, the City advertised twice for City Attorney, each time attracting a small number of applicants. In response to these two unsuccessful recruitment efforts, the City Council authorized hiring a professional headhunting firm, Prothman Company. While the number of applicants did not grow significantly following an extensive outreach and recruitment effort, two candidates were identified for interviews.

Both candidates appeared on February 22, 2013 before a review panel consisting of myself, Councilmembers Hizon and Paggao, City Administrator Cort, Finance Director Merriman and Human Resources Manager Lawler. Following the interviews, the panel provided feedback on the pluses and minuses of each candidate. From this feedback and my own assessment of the candidates, I identified Bert “Dee” Boughton as my top choice to fill the City Attorney position.

Mr. Boughton was invited back to Oak Harbor to meet informally with the remaining five Councilmembers, several more department heads and the entire Legal Department staff. This was not a second interview but instead was intended to offer an opportunity for key people to meet and converse with Mr. Boughton prior to bringing his name forward for confirmation. Both Dr. Cort and Lynn Stokesbary of Prothman Company attended all sessions.

I am pleased to bring forward Bert “Dee” Boughton as my appointment to the position of City Attorney and ask that the City Council confirm my appointment. I believe that Mr. Boughton is the right choice for Oak Harbor and have no doubt that he will provide outstanding service to our community.

Pursuant to OHMC Chapter 2.06, I am also bringing forward for City Council approval an Employment Agreement with Bert Boughton effective April 1, 2013. The proposed contract specifies conditions of employment and sets working conditions for the Oak Harbor City Attorney including but not limited to:

- Salary: Starting base salary \$101,292 annually, with a provision for step increases and cost of living adjustments consistent with other management staff.
- Vacation: Accrual based on years of service.
- Sick Leave: Accrual of one day per month.
- Severance Package: Severance pay for at-will termination in the amount of 6 months’ salary. No severance pay for termination by resignation or for cause.

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

- Other Benefits: Same as provided for general City employees as they are today or as they may be modified in the future.

## **STANDING COMMITTEE REPORT**

This item has not been presented at any standing committee meetings.

## **RECOMMENDED ACTIONS**

1. Confirm the Mayor's appointment of Bert "Dee" Boughton to the position of City Attorney.
2. Authorize the Mayor to sign the Employment Agreement with Bert Boughton as City Attorney.

## **ATTACHMENTS**

Draft employment contract for Bert Boughton  
Professional biography for Bert Boughton

## **BERT D. BOUGHTON**

24490 Johnson Road NW

Poulsbo, WA 98370

360.509.1398

[boughtonfamily@mac.com](mailto:boughtonfamily@mac.com)

Washington Bar 22026

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### **Experience**

#### **City of Port Townsend, Washington**

**1/2010 – 12/2012**

**City Prosecutor / Assistant City Attorney**

#### **Municipal Prosecution and Law Enforcement**

Represent the City of Port Townsend in all municipal prosecution:

- Review referrals.
- Make charging decisions.
- Appear in all contested traffic infractions.
- Appear in all criminal matters from arraignment to trial.
- Prepare and present all appeals to higher courts.

Provide training on regular intervals to City police officers on general investigation, report writing, domestic violence investigation, search and seizure, and D.U.I. investigation.

Led a multi-disciplinary team comprised of police officers, sheriff deputies, domestic violence advocates, and county prosecutors, in the creation of domestic abuse response teams in the City of Port Townsend and Jefferson County (one of two teams established through a federal grant in the state of Washington). Collaboration has resulted in detailed and coordinated protocol for prosecution, law enforcement, and domestic violence advocates in the City and County, which has significantly improved investigation, victim contact by advocates, and prosecution.

Responsible for building the City's prosecuting attorney's office from scratch upon hire. (Prosecuting attorney services were contracted prior to hire). The creation of a new in-house prosecuting attorney's office entailed:

- Crafted procedures for file flow from referral and file creation to case closure.
- Created and organized a collection of forms, motions and orders for the municipal attorney's office use.
- Established a pretrial diversion program, a first for the City.
- Manage and train legal assistants.

#### **Assistant City Attorney Duties**

Represent the City in various code enforcement matters.

Assist police department command staff in reviewing and establishing policies and procedures for the City Police Department. Advised police department on police liability issues.

Perform personnel investigations for employee discipline.

Manage and oversee responses to all public information requests involving the City Police Department.

**GS Jones Law Group**  
**Port Orchard, WA**  
**11/2008 – 1/2010**  
**Attorney**

**Domestic Practice**

Responsible for a sizable domestic practice, including seeking and responding to ex-parte restraining orders, hearings for temporary orders, discovery, contempt motions, modifications of parenting plans, and trial. Trials include property division, child custody, and child relocation.

**Criminal Practice**

Established the procedures and practices for this office for a newly acquired criminal defense contract. Provide representation to indigent defendants at all stages of criminal prosecution in Kitsap County District Court including arraignment, pre-trial hearings, evidentiary hearings, and trial.

**General Civil Practice**

Represent clients in various civil actions including real estate, financial, landlord/tenant, civil contempt, collections, and contracts.

**Boughton Custom Construction**

**10/2006-11/2008**

**Owner**

Owned and operated a general contractor business, providing a full range of remodeling, new construction and general home repair and renovation services. As owner, I was:

- Responsible for business development and marketing;
- Project management on all jobs;
- Managed a team of five contractors working directly for me; and
- Scheduled and managed numerous sub-contractors.

**Kitsap County Prosecuting Attorney's Office**

**9/1997 – 10/2006**

**Deputy Prosecuting Attorney**

**Criminal Division 9/2004-10/2006**

Felony - Responsible for large general felony caseload.

- Reviewed police reports, charged offenses and prepared charging documents.
- Prepared and presented pre-trial motions and responded to the same.
- Prepared cases for trial, including witness location and interviews, and subpoena preparation for out of state witnesses.
- Presented felony cases at trial in Kitsap County Superior Court.
- Conducted all phases of plea negotiations.
- Represented the State in sentencing hearings.
- Wrote training manual for calendar deputies.

District/Municipal - Responsible for large misdemeanor/gross-misdemeanor caseload in Kitsap County District Court and Bainbridge Island Municipal court.

- Reviewed Police reports and charged in and out of custody cases for all non-felony cases, including DUI's.

- Prepared and presented pre-trial motions.
- Prepared cases and presented cases at trial.
- Prepared appellate responses and represented Kitsap County in Superior Court in R.A.L.J. appeals.

#### **Civil Division 9/1997-9/2004**

Child Support - Responsible for a sizable civil motions caseload.

- Reviewed requests from Washington Division of Child Support to establish paternity, modify existing child support orders, and requests to seek contempt establishment regarding non-paying parents.
- Prepared summons and petitions for paternitys, modifications, and contempts.
- Prepared Summary Judgments, and established Parentage in Paternity actions.
- Prepared, argued, and entered Final Orders on Modification in Modification actions.
- Initiated civil contempt proceedings and established civil contempt in cases of non-payment of child support.
- Managed a civil contempt review caseload to monitor payment in contempt cases.
- Responded and represented the State of Washington in all hearings where one of the parties was receiving public assistance.

#### **The Law Office of Wecker/Hunko Port Orchard, WA 8/1993 – 9/1997 Defense Attorney**

#### **Juvenile Court**

Responsible for large criminal defense caseload in Kitsap County Juvenile Court. Represented juveniles charged with crimes in Juvenile court. Represented clients in all types of hearings from arraignment to trial. Performed investigation and witness interviews in preparation for trial. Prepared and presented pre-trial motions. Prepared and presented cases at trial. Represented juvenile clients in disposition hearings and declination hearings. Perfected appeals to Division II Court of Appeals. Prepared and argued appeals to Div. II Court of Appeals.

#### **Dependency and Civil Commitment**

Represented clients at all stage of dependency proceedings from shelter care hearings to terminations. Represented parents and children in at-risk youth hearings and CHiNS hearings. Represented clients in civil contempt hearings under the Becca Bill. Represented involuntarily committed clients in various hearings before the Kitsap County Superior Court.

#### **Education**

##### **Juris Doctor**

University of Puget Sound Law School 1992

##### **Bachelor of Arts**

Montana State University 1988

Political Science major

Economics minor

**EMPLOYMENT CONTRACT**  
**City Attorney**

THIS AGREEMENT, effective April 8, 2013, by and between the City of Oak Harbor, hereinafter referred to as “City”, and Bert Boughton, hereinafter referred to as “City Attorney”.

WHEREAS, pursuant to OHMC 2.06.010, Bert Boughton has been appointed by the Mayor to the position of City Attorney and confirmed by the City Council; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions for the position of City Attorney through an employment contract proposed by the Mayor and approved by the City Council; and

WHEREAS, the City Attorney agrees to serve in that capacity subject to the terms and conditions set forth in this Employment Contract;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the terms and conditions hereinafter set forth, the City and City Attorney agree as follows:

1. Employment. The City hereby employs the City Attorney to serve in this position for the City of Oak Harbor. The duties of said position shall be to perform all duties assigned to the position of City Attorney as provided in the job description, the Oak Harbor Municipal Code, and Washington State law, together with such other and further duties and special projects as may be assigned to the City Attorney by the City’s Mayor and/or City Administrator. Pursuant to OHMC 2.06.010 and 2.34.055 the City Attorney shall serve at the pleasure and at the discretion of the City’s Mayor.
2. Duration of Employment. This Employment Agreement shall become effective on April 8, 2013, and shall continue indefinitely thereafter unless sooner terminated by the parties as provided in paragraphs 3 and 4 below.
3. “At Will” – Termination by the City. The City Attorney shall at all times during employment be considered an “At Will” employee, subject to termination by the City’s Mayor at any time with or without cause. Nothing in this Agreement shall be construed other than an “At Will” employment relationship between the City and the City Attorney and the City Attorney expressly acknowledges that no contrary representations have been made by the City.
4. Resignation – Termination by the City Attorney. The City Attorney reserves the right to resign from employment at any time with or without cause. The City Attorney agrees to give the City not less than one (1) month notice prior to the effective date of any such resignation.
5. Compensation: The City Attorney shall be compensated for services rendered during the term of this Agreement as follows:
  - a. Base Salary. The City Attorney shall receive a monthly salary of \$8,441. After a satisfactory six month review, the City Attorney may be eligible for a raise to \$8,694 per month. The rate of pay may be adjusted annually thereafter consistent with the salary

range and steps established for this position. The City Attorney shall be eligible for cost of living adjustments consistent with those provided to other department heads.

- b. In the event that a salary and wage study is conducted, the City Attorney position shall be included.
- c. Benefits. The City Attorney shall be entitled to a sick leave accrual of one day each per month, vacation leave accrual as set forth in the City Personnel Policies, and eleven paid holidays which includes one floating holiday of the City Attorney's choice.

The City Attorney shall also receive all other benefits provided by the City of Oak Harbor to regular employees as they exist now or as they are modified in the future. The following describes the benefits as they exist on the effective date of the Agreement:

- Medical insurance, premium paid 100% and 75% premium paid for spouse and dependent children.
- Dental insurance, premium paid 100% and 75% premium paid for spouse and children.
- Standard Insurance life insurance policy of \$25,000 paid for employee only
- Enrollment in Public Employees Retirement System (PERS) retirement system.

The City Attorney shall also be entitled to elect other voluntary benefit options as they exist now or as they are modified in the future. The following describes the voluntary benefits as they exist on the effective date of the Agreement:

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness
- Pre-tax deductions for Unreimbursed Expenses (except medical) and/or Dependent Day Care
- Additional self-paid Voluntary Group Life Insurance
- Self-paid enrollment in a choice of two Deferred Compensation Plans

- d. Timing of Monthly Payments – Deductions. All monthly payments of salary and benefits shall be made at the same time and on the same date as the City's regular payroll. All such monthly payments shall be subject to all required state and federal deductions, including income tax, social security, and any other deduction required and authorized by law. The City agrees to pay all employer contributions to FICA, worker's compensation, and similar programs as required by law.

- 6. Work Schedule. The City Attorney is a confidential, exempt employee for purposes of the Federal Fair Labor Standards Act and as such shall not work a fixed forty hour per week schedule. The City Attorney's work shall generally be conducted at Oak Harbor City Hall during regular business hours of the City, Monday through Friday, provided, that the City Attorney shall receive time off for holidays according to the holiday schedule customarily observed by the City. The City Attorney is also required to attend all meetings of the Oak

Harbor City Council unless excused by the Mayor and such other staff meetings as requested by the Mayor or City Administrator or as required by the duties of the position.

7. Severance Package.

- a. Severance for At Will Termination. In the event the City Attorney's employment with the City is terminated for any reason other than those delineated in subparagraph (b) below, the City will provide the City Attorney severance payment for a period of six (6) months after the effective date of termination. The monthly amount shall be paid in accordance with the same schedule as the regular City payroll, and shall be subject to the same mandatory deductions as the City Attorney's salary was prior to termination.
  - i. Reference. In the event of termination of the City Attorney's employment by the City, the City Attorney shall be entitled to an employment reference from the City, the language of which shall be agreed upon by the parties, provided, that in the event the parties cannot agree on the form of the reference, the City will provide only the dates of the City Attorney's employment, the last position held, the last salary received, the fact that the City Attorney is no longer employed by the City.
  - ii. Unemployment Benefits. The City will not oppose any unemployment benefit claims made by the City Attorney.
- b. Termination by Resignation or for Cause. The severance package provided for in subparagraph (a) above shall not be available to the City Attorney if the termination of the City Attorney's employment with the City is due to:
  - i. Resignation. The City Attorney's voluntary resignation from employment. For purposes of this paragraph, "voluntary resignation" means a written resignation of employment resulting from the free choice of the City Attorney and not the result of a suggestion to resign in lieu of termination made by formal action of the Mayor or City Council; or
  - ii. Misconduct. Criminal conduct, commission of any crime, abuse of public office, or other gross misconduct, including, but not limited to, fraud, deceit, embezzlement, theft of funds or property, assault, or sexual, racial, or other harassment; or
  - iii. Job Performance. Disbarment or suspension from the practice of law, insubordination, incompetence, inadequacy, or inefficiency of the City Attorney in the performance of official duties.
- c. Construction. The severance package provided in subparagraph (a) above shall not be construed as an extension of the City Attorney's employment beyond the termination date. The City Attorney shall not, during the period between the termination date and the end of the severance payments, accrue any additional sick leave, vacation leave, health care benefit or other benefit accorded active City employees.

8. Professional Development. The City agrees to pay the reasonable professional dues and subscriptions necessary for continuation, enrollment and full participation of continued education in the field of municipal law. In addition, the City may pay for membership in such other associations or organizations, and may reimburse the City Attorney for attendance at annual conferences or the same and for such other professional development activities as the City Attorney may approve and as may be annually budgeted by the City Council.
9. The City agrees to cover the City Attorney on the City's liability insurance policies to the same extent as any regular employee of the City is covered for acts, errors, or omissions within the scope of employment. All such liability insurance coverage shall be provided at the City's sole cost and expense.
10. The City of Oak Harbor agrees to hold harmless and indemnify the City Attorney from any and all costs, risk or liability associated with or arising out of acts or failures to act which are performed within the scope of employment as the City Attorney including the reasonable cost of legal defense by counsel appointed by the City or its insurance carrier, as applicable. This promise to indemnify shall exclude only criminal acts of the City Attorney and acts or failure to act which would constitute an intentional tort or intentional wrongdoing knowingly committed by the City Attorney without the express direction of the Mayor or City Administrator of the City of Oak Harbor. This promise to hold harmless and indemnify shall survive beyond the employment of the City Attorney with the City of Oak Harbor in order that the City Attorney shall be held harmless, indemnified and defended in the future for all acts taken as the City Attorney subject to the limitations contained herein.
11. Severability. If any paragraph, sentence, clause or phrase of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, said invalidity or unenforceability shall not affect the validity or enforceability of any other paragraph, sentence, clause or phrase, and to that end the terms and conditions set forth in this Agreement shall be severable.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the terms and conditions of the City Attorney's employment by the City and no other agreements or understandings, oral or otherwise, exist or shall be deemed binding upon the parties. The Agreement may be amended only by a written instrument duly executed by both parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

For the City of Oak Harbor:

\_\_\_\_\_  
D. Scott Dudley, Mayor

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Bert Boughton, City Attorney

Attest:

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Valerie Loffler, City Clerk

Approved as to Form:

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Grant K. Weed, Interim City Attorney



Date	Subject	Dept
<b>City Council Meeting April 16, 2013</b> Agenda Bills Due 04/04/13 <b>6:00 p.m. Council Chambers</b>		
<b>PRESENTATIONS OF OTHER NON-ACTION COUNCIL ITEMS</b>		
04/16/13	Proclamation – Pay It Forward Day	Admin
04/16/13	National Day of Prayer Proclamation	
04/16/13	Presentation by Whidbey Animal Improvement Foundation (WAIF)	
04/16/13	Planning Commission Annual Report	
04/16/13	Fire Dept Annual Report	
<b>CONSENT AGENDA</b>		
04/16/13	Minutes	
04/16/13	Accounts Payable Vouchers	
<b>PUBLIC HEARINGS &amp; ORDINANCES/RESOLUTIONS</b>		
04/16/13		
04/16/13		
<b>OTHER BUSINESS</b>		
04/16/13		
04/16/13		

**City Council Meeting May 7, 2013**

Agenda Bills Due 04/25/13

**6:00 p.m. Council Chambers**

**PRESENTATIONS OF OTHER NON-ACTION COUNCIL ITEMS**

05/07/13	Police Department Annual Report	
05/07/13		
05/07/13		

**CONSENT AGENDA**

05/07/13	Minutes	
05/07/13	Accounts Payable Vouchers	
05/07/13		
05/07/13		

**PUBLIC HEARINGS & ORDINANCES/RESOLUTIONS (05/07/13, cont.)**


**OTHER BUSINESS**


Pending Unscheduled Items		
	Banner Program Guidelines	PW/DS
	Art Purchase by Arts Commission – Spirit of the Islands	Fin/ Admin
	Refunding 2004 W/S Bond	Fin
	Report on Cyber Security	Admin
	Develop a list of acronyms for the City’s website	
	Binding Site Plan Code Amendment: No public hearing for this meeting, introduction only Consent Agenda Ordinance No. 1644 (Consider new ordinance number)	DS
	Reconcile Youth Commission Code Reference 2.250 & 2.240	
	Amend code to place fees in Resolution form	
	Agreement Renewal - Puget Sound Energy Franchise Agreement	PW Admin Legal
	Authorization to Advertise for Bids - Online Payment Services	Finance
	Council Rule Change – Public Forum – Free Speech	Legal
	Channel 10 Rules	Admin Legal
	Legal Department Restructure	Legal
	Utilities Office, City Council Chambers, Law Department Remodels	Finance, DS
	Decision regarding selection of consultant for preliminary & final design of WWTP	PW

**STANDING COMMITTEES  
and other meetings and activities**

<b>Date</b>	<b>Subject</b>	<b>Dept.</b>
Date TBD	CITY COUNCIL SPECIAL MEETING, Workshop on Recommendations from HDR - System Development Fees	PW and Finance
03/21/13	PUBLIC SAFETY STANDING COMMITTEE, Chambers, 3:30 p.m.	
03/26/13	Planning Commission 7:00 p.m.	