



CITY COUNCIL AGENDA

Council Chambers, 865 SE Barrington Drive

November 17, 2015

6:00 PM

CALL TO ORDER

Invocation - Led by Councilmember Almberg

Pledge of Allegiance - Led by Mayor Pro Tem Paggao

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- a. Proclamations
- b. Honors & Recognitions
- c. Community Presentations

3. CITIZEN COMMENT PERIOD

Citizens may comment on subjects of interest not listed on the agenda or items listed on the Consent Agenda. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak.

4. CONSENT AGENDA

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

Consent Items

- a. Minutes of the October 28, 2015 Workshop, and Regular Meeting on November 4, 2015
- b. Approval of Accounts Payable Vouchers and Payroll Checks
- c. Resolution 15-30: Wireless Internet Policy Guiding the Use of Wi-Fi by Elected Officials in City Facilities and Use of Personal Devices to Conduct City Business
- d. Resolution 15-37: Contract with Architectural Elements for art sculpture - SR20 and NE 4th Avenue
- e. Ordinance No. 1752: SEPA Responsible Official Amendment

- f. Ordinance No. 1754: City Clerk Reporting Restructure
- g. Sleeper Road Timber Harvest Contract Award to 3 Rivers Cutting, LLC.
- h. Scenic Heights Stormwater Outfall - Professional Services Agreement with Davido Consulting Group, Inc.
- i. Purchase authorization-Altima Replacement
- j. Capital Surplus List 2015
- k. Amendment to PWTF Loan PC12-951-048

5. STAFF, MAYOR & COUNCIL COMMENTS

- a. City Administrator
 - i. Clean Water Facility Update by City Staff
- b. Mayor
- c. Councilmembers

6. PUBLIC HEARINGS & MEETINGS

To speak during a scheduled public hearing or meeting, please sign-in on the sheet provided in the Council Chambers. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak.

- a. 2016 Property Tax Levy - Ordinance Numbers 1747 and 1748

7. ORDINANCES & RESOLUTIONS

- a. None

8. CONTRACTS & AGREEMENTS

- a. None

9. OTHER ITEMS FOR CONSIDERATION

- a. None

10. REPORTS & DISCUSSION ITEMS

- a. None

11. EXECUTIVE SESSION

- a. Discussion of Property Acquisition

ADJOURN

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

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

Bill No. C/A 4.a
Date: November 17, 2015
Subject: Minutes of the October 28,
2015 Workshop, and Regular
Meeting on November 4, 2015

FROM: Dr. Merriman, City Administrator/Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approve Minutes of the Workshop held 10/28/2015 and Regular Meeting on 11/04/2015.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [October 28, 2015 Draft Workshop Minutes](#)
2. [November 4, 2015 Draft Minutes](#)

Oak Harbor City Council
Workshop Meeting Minutes
October 28, 2015

CALL TO ORDER

Mayor Pro Tem Paggao asked that the attendees pause for a moment of silence in honor of Dr. Cort, who passed away this morning. Mr. Paggao prayed for the family.

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

Councilmembers and staff introduced themselves.

ROLL CALL

City Council Present:

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

Staff Present:

City Administrator/ Finance Director
Doug Merriman
City Attorney Nikki Esparza
Public Works Director Cathy Rosen
Chief of Fire Ray Merrill
Chief of Police Ed Green
Human Resources Director Sara Piccone
City Engineer Joe Stowell
Senior Planner Dennis Lefevre
Senior Planner Cac Kamak
Senior Services Administrator Mary Anderson
Project Engineer Brett Arvidson
Executive Assistant to the Mayor Kellye Mazzoli

Mayor Scott Dudley was absent.

1. INTRODUCTION OF NEW EMPLOYEES

Human Resources Director Sara Piccone introduced the following new employees:

Mary Anderson, Senior Services Administrator
Joseph Ramirez, Diesel Mechanic
Barbara Spohn, Economic Development Coordinator

2. DEPARTMENTAL BRIEFING

a. School Resource Officer Staffing

This item was presented by Ed Green, Chief of Police

Former School Resource Officer Dickinson recently retired. Officer Padrta will be fulfilling this position.

b. Model Airplane Park Use Agreement

Public Works Director Cathy Rosen presented this item for discussion.

c. Clean Water Facility (CWF) – Windjammer Park Integration Plan

Item presented by Development Director Steve Powers using a power point presentation

Comments from Councilmembers.

d. Arts Commission contracts – Dev/Services

Senior Planner Cac Kamak announced upcoming Arts Commission contracts for the November 17th Council Meeting.

Comments and questions from Councilmembers.

3. PENDING AGENDA ITEMS

a. Electronic Device and Wi-Fi Policy for City Council

The proposed policy was presented by City Attorney Nikki Esparza.

b. Beach Avenue Road Vacation

City Attorney Nikki Esparza presented this item.

Questions from City Council.

c. 2016 Legislative Priorities

City Administrator Dr. Merriman opened this item for discussion. Dr Merriman asked that City Council provided his office with legislative priorities for our state elected officials.

d. 2016 Property Tax Levy

Dr. Merriman provided a brief presentation on an annual property tax levy.

Questions and discussion among the Council.

e. Maritime Zoning Regulations

Senior Planner Cac Kamak presented the Maritime Zoning Regulations.

City Council asked follow-up questions.

f. Senior Services of Island County Agreement

Steve Powers, Director of Development Services and Senior Services Administrator Mary Anderson presented this item for discussion.

Discussion among Council and staff.

g. Deception Pass Bridge Hangers

Presented by City Engineer Joe Stowell.

4. EMERGING ISSUES

a. Sign Code Amendments required by *Reed v. Town of Gilbert*

Nikki Esparza, City Attorney, explained the sign code amendments as amended in *Reed v. Town of Gilbert*.

Steve Powers, Development Services Director, assisted with the presentation.

Questions among City Council. City Staff provided responses.

ADJOURN

Meeting adjourned at 4:20 p.m.

Notes taken by Kellye Mazzoli, prepared by
Anna M. Thompson, City Clerk

Oak Harbor City Council
Regular Meeting Minutes
Wednesday, November 4, 2015

CALL TO ORDER

Mayor Pro Tem Paggao called the meeting to order at 6:00 p.m.

ROLL CALL

City Council Present:

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

Staff Present:

City Administrator/Finance Director
Dr. Merriman
Acting City Attorney Grant Weed
Public Works Director Cathy Rosen
Development Services Director Steve Powers
City Engineer Joe Stowell
Project Engineer Brett Arvidson
Chief of Fire Ray Merrill
Chief of Police Ed Green
Economic Development Coordinator Barbara Sphon
Executive Assistant to Mayor Kellye Mazzoli
City Clerk Anna Thompson

Councilmember Hizon and Mayor Scott Dudley were absent.

CALL TO ORDER

Mayor Pro Tem Paggao provided the invocation, and then led the pledge of allegiance.

EXCUSE ABSENT COUNCILMEMBERS

Motion: Councilmember Munns moved to excuse Councilmember Hizon, Councilmember Servatius seconded, unanimously approved.

APPROVAL OF AGENDA

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

CITIZEN COMMENT PERIOD

Mayor Pro Tem Paggao opened the Citizen Comment Period at 6:04 p.m.

Citizens Speaking

Skip Pothilla, 1090 SE Hathaway, Oak Harbor
Hal Hovey
Mel Vance

After all comments were presented, the Citizen Comment period was closed at 6:12 p.m.

CONSENT AGENDA

- a. Minutes of the Regular City Council Meeting held October 20, 2015
- b. Approval of Accounts Payable and Check Numbers
- c. Appointment - Susan Gerard to the Police Community Advisory Board (CAB)
- d. Reappointment - Mike Wright, Ercia Wasinger, and Daisy Sapida to the Parks Board
- e. Reappointment - Skip Pothilla and Rick Lawler to the Arts Commission
- f. Reappointment - Pat Morse to the Library Board
- g. Resolution 15-35: Initiating the Vacation of Beach Avenue
- h. Ordinance 1745: Maritime Zoning Regulations
- i. Grant Application: National Council on Aging, Aging Mastery Program (AMP)
- j. Island Local Integrating Organization – Grant Application for Marina Projects
- k. *Island Place, Division 2 Final Plat*
- l. Hearing Examiner Contract Renewal with Michael Bobbink
- m. Purchase Authorization – Flintstone Park Restroom Roof
- n. Purchase Authorization – Service Body for Parks Truck
- o. Change Order Proposal No. 2 – Ameresco Project

Motion: Councilmember Servatius moved to delete Consent Agenda item 4.k, seconded by Councilmember Almberg, unanimously approved.

Motion: Councilmember Servatius moved to approve the Consent Agenda Items as amended, with the deletion of item k. Motion seconded by Councilmember Severns, unanimously approved.

STAFF, MAYOR & COUNCIL COMMENTS

City Administrator

Clean Water Facility Project Update by City Staff

City Engineer Joe Stowell provided the Council with an update on the Clean Water Facility Project.

Mr. Stowell announced the groundbreaking of Clean Water Facility on November 17th at 3:00 p.m.

At the December 15, 2015 Council Meeting, staff will present the requested community room design update.

2016 Whidbey Island Marathon Update by the Oak Harbor Elks Lodge

Elks Lodge Member Jason Wayne presented the Marathon update to the Council.

Councilmember Almberg asked about sponsorship solicitation from contractors working on the Clean Water Facility.

City Administrator Comments: Dr. Merriman announced the groundbreaking of the Clean Water Facility on November 17th at 3:00 p.m.

A 20-Year Transportation Plan Workshop will be held on November 10th from 6:00 - 7:30 at City Hall. Staff hopes to receive comments and ideas from the public.

Dr. Merriman informed the Council and citizens that the City is still accepting Centennial Oak Grove Donations.

Mayor

Mayor Pro Tem Paggao announced new art in the Council Chambers, provided by local Artist Beth Johns.

Councilmembers

Councilmember Munns announced that the next AWC meeting on December 5, located in the SeaTac area to finish out the 2015 legislative session. Ms. Munns reminded the public to donate to the Help House.

Councilmember Campbell announced that the Lodging Tax Advisory Committee will meet again before decisions are made on the 2016 Grant Program Requests.

Councilmember Almberg:

Motion: Councilmember Almberg moved to change the Economic Development Special Council Meeting to November 24 from 1:00 to 5:00 p.m. Motion seconded by Councilmember Servatius, motion unanimously approved as amended.

Councilmember Severns thanked the citizens who voted during the recent election.

Councilmember Servatius suggested creating an email list serve to allow for interested citizens to add their email addresses in order to receive notices from the City.

ORDINANCES & RESOLUTIONS

Ordinance 1749: US Bond Anticipation Note (BAN)

City Administrator and Finance Director Dr. Merriman presented the staff report.

Mayor Pro Tem Paggao opened the meeting for public comment at 6:45 p.m., no comments, closed at 6:45 p.m.

Comments from City Council.

Ordinance 1749: US Bond Anticipation Note (BAN)

Motion: Councilmember Servatius moved to adopt Ordinance No. 1749: Bond Anticipation Note, seconded by Councilmember Munns, and unanimously approved.

Motion: Councilmember Almberg moved to authorize the Mayor and staff to sign the closing documents related Ordinance 1749. Motion seconded by Councilmember Severns, unanimously approved.

Ordinance 1750: Credit Card Limits

City Administrator and Finance Director Dr. Merriman presented the staff report.

Mayor Pro Tem Paggao opened the meeting for public comment at 6:50 p.m., no comments, closed at 6:51 p.m.

Questions from Council.

Ordinance 1750: Credit Card Limits

Motion: Councilmember Servatius moved to adopt Ordinance No. 1750, seconded by Councilmember Munns, and unanimously approved.

ADJOURN

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

Meeting adjourned at 6:52 p.m.

Anna M. Thompson, City Clerk

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

Bill No. C/A 4.b
Date: November 17, 2015
Subject: Approval of Accounts Payable
Vouchers and Payroll Checks

FROM: Dr. Merriman, Deputy City Administrator/ Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

I move to approve:

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

BACKGROUND / SUMMARY INFORMATION

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

The following Voucher and Check Numbers are submitted for approval:

Accounts Payable Voucher Numbers:

- Voucher Numbers 164252 through 164440 in the amount of \$480,154.94.

Payroll Check Numbers:

- Direct Deposit check numbers 36229-36359.

- EFT check numbers 757-759.

- Payroll check numbers 98428-98441.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164252	11/6/2015	0000709 PERS	110315		PERS PAYMENT	9,702.67
					Total :	9,702.67
164253	11/6/2015	0000709 PERS	110315A		PERS PAYMENT	9,702.67
					Total :	9,702.67
164254	11/9/2015	0000066 AWC EMPLOYEES BENEFITS TRUST	110915		PREMIUMS	44.65
					Total :	44.65
164255	11/9/2015	0000860 STANDARD INSURANCE COMPANY	103115		LONG TERM DISABILITY	4,523.64
					Total :	4,523.64
164256	11/9/2015	0000950 LICENSING, WASHINGTON STATE DEPT OF	110515		CONCEALED WEAPONS PERMITS	984.00
					Total :	984.00
164257	11/10/2015	0000960 REVENUE, WASHINGTON STATE DEPT OF	110315		SALES/USE TAX	54,066.24
					Total :	54,066.24
164258	11/10/2015	0008018 2% JOINT ADVISORY BOARD	102815		REIMBURSEMENT	14,888.05
					Total :	14,888.05
164259	11/10/2015	0000005 A-1 TOWING	55680		TOWING SERVICES	389.15
					Total :	389.15
164260	11/10/2015	0000007 AA ELECTRIC	9309		LIFT STATION	217.40
					Total :	217.40
164261	11/10/2015	0007544 ACCESSDATA GROUP, INC	66431		RENEWAL	1,317.68
					Total :	1,317.68
164262	11/10/2015	0007646 AGENDEASE, INC	20150111		MONTHLY LICENSE	199.00
					Total :	199.00
164263	11/10/2015	0000424 ALL BATTERY SALES AND SERVICE	538762		BATTERIES	217.07
					Total :	217.07
164264	11/10/2015	0000029 ALL PHASE ELECTRIC SUPPLY	952-771648		BATTERIES	185.75

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164264	11/10/2015	0000029 0000029 ALL PHASE ELECTRIC SUPPLY	(Continued)			Total : 185.75
164265	11/10/2015	0007650 AM CONSERVATION GROUP, INC	0181606-IN		SHOWERHEADS	221.60
						Total : 221.60
164266	11/10/2015	0000034 AMERICAN PLANNING ASSOCIATION	083352-15104 096995-15104		MEMBERSHIP RENWAL/POWERS MEMBERSHIP RENWAL/KAMAK	613.00 400.00
						Total : 1,013.00
164267	11/10/2015	0002044 ANACORTES.NET/HOW IT WORKS	47582		WEBSITE SERVICES	50.00
						Total : 50.00
164268	11/10/2015	0007606 ANDREWS, KIM	TRAVEL ADVANCE		TRAVEL ADVANCE	142.50
						Total : 142.50
164269	11/10/2015	0005001 ARAMARK	1988194885 1988194886 1988194887 1988194888 1988194889 1988194890 1988194891 1988199602 1988199603 1988206145 1988206146 1988206147 1988206148 1988206149 1988206150 1988206151 1988210887 1988210890 1988210891 1988217512 1988217513 1988217514		UNIFORM SERVICES UNIFORM SERVICES	18.98 10.87 11.69 16.60 17.85 39.28 10.87 19.94 28.21 18.98 14.63 15.15 16.60 21.38 39.28 10.87 16.59 19.94 29.02 18.98 14.63 15.15

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164269	11/10/2015	0005001 ARAMARK	(Continued)			
			1988217515		UNIFORM SERVICES	16.60
			1988217516		UNIFORM SERVICES	18.67
			1988217517		UNIFORM SERVICES	53.39
			1988217518		UNIFORM SERVICES	10.87
			1988222331		UNIFORM SERVICES	19.94
			1988222332		UNIFORM SERVICES	30.38
			1988228904		UNIFORM SERVICES	18.98
			1988228905		UNIFORM SERVICES	14.63
			1988228906		UNIFORM SERVICES	15.15
			1988228907		UNIFORM SERVICES	24.91
			1988228908		UNIFORM SERVICES	20.73
			1988228909		UNIFORM SERVICES	55.32
			1988228910		UNIFORM SERVICES	10.87
			1988233632		UNIFORM SERVICES	16.59
			1988233635		UNIFORM SERVICES	19.94
			1988233636		UNIFORM SERVICES	29.02
			1988240222		UNIFORM SERVICES	16.26
			1988240223		UNIFORM SERVICES	52.15
			1988240224		UNIFORM SERVICES	15.15
			1988240225		UNIFORM SERVICES	17.31
			1988240226		UNIFORM SERVICES	18.67
			1988240227		UNIFORM SERVICES	44.52
			1988240228		UNIFORM SERVICES	10.87
					Total :	976.41
164270	11/10/2015	0007351 ARCHIVESOCIAL	1770		ARCHIVING SERVICES	1,788.00
					Total :	1,788.00
164271	11/10/2015	0006865 ARMADA	102915		37-534801-01/36-428000-06/37-547801-C	708.36
					Total :	708.36
164272	11/10/2015	0004019 ASSOCIATED PETROLEUM PRODUCTS	0815431-IN		FUEL	8,003.88
			0819124-IN		FUEL	7,730.59
					Total :	15,734.47
164273	11/10/2015	0000065 AVOCET ENVIRONMENTAL TESTING	1503706-IN		TESTING	122.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164273	11/10/2015	0000065 0000065 AVOCET ENVIRONMENTAL TESTING	(Continued)			Total : 122.00
164274	11/10/2015	0004733 BARRON HEATING & AIR COND, INC	168646		UNIT MAINTENANCE	849.22
						Total : 849.22
164275	11/10/2015	0000083 BAZA, ALVIN	110415		WELLNESS INCENTIVE	20.00
						Total : 20.00
164276	11/10/2015	0000103 BLADE CHEVROLET, INC	166360		CONNECTOR	40.97
						Total : 40.97
164277	11/10/2015	0004125 BLAKE, TOKIKO	1		TRAVEL REFUND	78.00
						Total : 78.00
164278	11/10/2015	0004917 BLATTMAN, ENA KAY	1		TRAVEL REFUND	27.00
						Total : 27.00
164279	11/10/2015	0006273 BLODGETT, MARGE	1		TRAVEL REFUND	10.00
						Total : 10.00
164280	11/10/2015	0004168 BLUETARP FINANCIAL, INC	33963541		OVERALL BIBS	127.97
						Total : 127.97
164281	11/10/2015	0008022 BOHNSACK, GARY	1850		MOORAGE REFUND	20.47
						Total : 20.47
164282	11/10/2015	0002551 BOS, BRYON	110415		WELLNESS INCENTIVE	20.00
						Total : 20.00
164283	11/10/2015	0003097 BOYER, TALLIE	110415		WELLNESS INCENTIVE	20.00
						Total : 20.00
164284	11/10/2015	0007926 BROWN, MICHAEL	EXP REIMB		EXP REIMB	81.08
						Total : 81.08
164285	11/10/2015	0000627 CAPITAL ONE COMMERCIAL	429058		SUPPLIES	710.70
						Total : 710.70
164286	11/10/2015	0005251 CARROTHERS, COOKIE	1		TRAVEL REFUND	78.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164286	11/10/2015	0005251 0005251 CARROTHERS, COOKIE	(Continued)			Total : 78.00
164287	11/10/2015	0006016 CARTER, MARGOT L	110415		PUBLIC DEFENSE	900.00
						Total : 900.00
164288	11/10/2015	0005208 CARTER, SERLOYD	110415		WELLNESS INCENTIVE	20.00
						Total : 20.00
164289	11/10/2015	0007943 CAUFFMAN, GIDEON	110415		WELLNESS INCENTIVE	20.00
						Total : 20.00
164290	11/10/2015	0000157 CDW GOVERNMENT, INC	ZW12377		COVER	136.35
						Total : 136.35
164291	11/10/2015	0000169 CHEYENNE LIVESTOCK & PRODUCTS	29733		BEARINGS	239.14
						Total : 239.14
164292	11/10/2015	0000172 CHRISTIANS TOWING STORAGE	29914		TOWING SERVICES	194.57
						Total : 194.57
164293	11/10/2015	0008019 CHRISTIANSEN, TINA	1695		MOORAGE REFUND	164.86
						Total : 164.86
164294	11/10/2015	0004520 COASTAL WEAR PRODUCTS	5873		GUTTER BROOMS	714.12
						Total : 714.12
164295	11/10/2015	0000188 CODE PUBLISHING COMPANY	51272		MUNICIPAL CODE UPDATES	449.91
						Total : 449.91
164296	11/10/2015	0005773 COMCAST	8498300270032002 8498300271046803		CABLE INTERNET	115.53 235.94
						Total : 351.47
164297	11/10/2015	0000197 CONCRETE NORWEST	1432490		0260A/EXPANSION JOINT	845.69
						Total : 845.69
164298	11/10/2015	0007690 CORT, DOROTHY	1		TRAVEL REFUND	96.00
						Total : 96.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164299	11/10/2015	0001045 CRIME PREVENTION, WASHINGTON STATE	103015		MEMBERSHIP DUES	50.00
						Total :
164300	11/10/2015	0001434 CROWLEY, DONNA	1		TRAVEL REFUND	21.00
						Total :
164301	11/10/2015	0000222 CUSTOM ENGRAVING	15-1011		PLASTIC SLIDE	11.96
						Total :
164302	11/10/2015	0000225 DAILY JOURNAL OF COMMERCE	3305792		CN FEAS STUDY	647.40
						Total :
164303	11/10/2015	0000247 DIAMOND RENTALS	1-500608-46 1-500619-46 1-509920-30 1-521402-14 1-525642-7 1-525643-7 1-532074		PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES	60.00 60.00 60.00 120.00 185.00 60.00 480.00
						Total :
164304	11/10/2015	0000257 DUTCH MAID CLEANERS	1095		LAUNDRY SERVICES	17.67
						Total :
164305	11/10/2015	0000273 EDGE ANALYTICAL, INC	15-23174		TESTING	18.00
						Total :
164306	11/10/2015	0008020 EISENBREY, GLEN	3592		MOORAGE REFUND	196.03
						Total :
164307	11/10/2015	0004944 ELKHART BRASS MFG CO, INC	623911		REBUILD PIV	470.46
						Total :
164308	11/10/2015	0005842 EMERY, DEANNA	TRAVEL ADVANCE		TRAVEL ADVANCE	142.50
						Total :
164309	11/10/2015	0000279 EMPLOYMENT SECURITY, WASHINGTON ST.	945052-10-7		3RD QTR 2015/UNEMPLOYMENT	7,836.54

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164309	11/10/2015	0000279	0000279 EMPLOYMENT SECURITY, WASHINGTO	(Continued)		Total : 7,836.54
164310	11/10/2015	0006747	EQUINOX RESEARCH & CONSULTING	13-475-10 13-485-4	PROF SVC/WWTP PROF SVC/WWTP OUTFALL	10,532.95 4,475.92 Total : 15,008.87
164311	11/10/2015	0001582	EVERGREEN PACIFIC PUBLISHING	5745	ADVERTISING	77.13 Total : 77.13
164312	11/10/2015	0002900	FASTENAL	WAOAK21295 WAOAK21347 WAOAK21352 WAOAK21359 WAOAK21364 WAOAK21373	FASTENERS DRILL BITS FASTENERS CUTWHL PIN PUNCH STAKE FLAGS	29.62 65.84 25.62 24.99 24.96 11.30 Total : 182.33
164313	11/10/2015	0000308	FEDERAL EXPRESS	5-200-51190	SHIPPING	154.63 Total : 154.63
164314	11/10/2015	0001314	FRAME USA, INC	423039 424174 424351	HONEY BAROQUE NATURAL OAK AFFORDABLE BLACK/RECT	-22.44 26.07 653.73 Total : 657.36
164315	11/10/2015	0000355	FRONTIER	240-2350 279-0841 279-1060 675-1568 675-1669 675-5190 675-6858 679-0500 679-1640 679-1651 679-1789 679-2530 679-2628	CURRENT PHONE CHARGES CURRENT PHONE CHARGES	1,341.53 77.82 66.22 246.34 69.77 42.28 64.45 75.57 64.62 64.45 64.62 64.45 402.77

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164315	11/10/2015	0000355 FRONTIER	(Continued) 679-3902 679-5551 679-8477		CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES	69.42 173.96 90.63
Total :						2,978.90
164316	11/10/2015	0000326 FRONTIER BUILDING SUPPLY	116582		NAILS/CEDAR	41.83
Total :						41.83
164317	11/10/2015	0000329 GALLS	004254411 004254587 004279830		NAMEPLATE BARRACUDE/COMBO/BELT BOOTS	28.53 160.20 271.75
Total :						460.48
164318	11/10/2015	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	320.00
Total :						320.00
164319	11/10/2015	0000340 GIFFORD, KATHY	110415		WELLNESS INCENTIVE	20.00
Total :						20.00
164320	11/10/2015	0005207 GRACE INDUSTRIES, INC	1510301		MODEL 850 REPAIRS	603.85
Total :						603.85
164321	11/10/2015	0000349 GRAINGER	9877666074 9877666082 9877666090 9877666108 9879153212 9879153220		LIMIT SWITCH GLOVES ELBOWS ELBOWS/UNIONS/COUPLINGS INFLATABLE VEST INFLATABLE VEST	590.25 129.26 26.65 200.78 191.04 296.21
Total :						1,434.19
164322	11/10/2015	0000345 GREATER OAK HBR CHAMBER OF COM	110215		OCT OPERATIONS/NOV OPERATIONS/	20,523.76
Total :						20,523.76
164323	11/10/2015	0006590 HAFFNER, OTTO	110415		WELLNESS INCENTIVE	20.00
Total :						20.00
164324	11/10/2015	0008021 HAMILTON, MARIE	1		TRAVEL REFUND	30.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164324	11/10/2015	0008021 0008021 HAMILTON, MARIE	(Continued)			Total : 30.00
164325	11/10/2015	0005311 HB JAEGER COMPANY, LLC	44836/2		COUPLING	474.80
						Total : 474.80
164326	11/10/2015	0000323 HD FOWLER COMPANY	I4069835		WATER METER	787.81
						Total : 787.81
164327	11/10/2015	0000694 HD SUPPLY WATERWORKS	E647434		COUPLING	345.26
						Total : 345.26
164328	11/10/2015	0006452 HOAGLAND, JAMES	EXP REIMB		EXP REIMB	286.15
						Total : 286.15
164329	11/10/2015	0005250 HONEYMOON BAY COFFEE ROASTERS	627731		COFFEE SUPPLIES	200.55
						Total : 200.55
164330	11/10/2015	0006520 HOPKINS, CAMERON	110415		WELLNESS INCENTIVE	20.00
						Total : 20.00
164331	11/10/2015	0000392 HUBBARD, SCOTT	110415		WELLNESS INCENTIVE	20.00
						Total : 20.00
164332	11/10/2015	0001910 HUGHES, BETTY	1		TRAVEL REFUND	27.00
						Total : 27.00
164333	11/10/2015	0000253 ID TECHNOLOGY SERVICES	15040425		ADAPTER	88.62
						Total : 88.62
164334	11/10/2015	0000417 INDUSTRIAL BOLT & SUPPLY	601403-1		NC8 HEX	492.86
						Total : 492.86
164335	11/10/2015	0007928 IRON WILLOW	278772		CART WASHER	472.84
						Total : 472.84
164336	11/10/2015	0004410 ISLAND COUNTY PUBLIC HEALTH	110215 SW2007-104		FOOD SERVICE LICENSE LICENSE APPLICATION	358.00 449.00
						Total : 807.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164337	11/10/2015	0004410 ISLAND COUNTY PUBLIC HEALTH	1489		HEPATITIS B IMMUNIZATIONS	407.00
					Total :	407.00
164338	11/10/2015	0000410 ISLAND COUNTY SOLID WASTE	103115		OCT 2015/TIPPING FEES	74,028.44
					Total :	74,028.44
164339	11/10/2015	0000411 ISLAND COUNTY TREASURER	103015		CRIME VICTIM COMPENSATION	199.20
					Total :	199.20
164340	11/10/2015	0005445 ISLAND DEFENSE, PLLC	011		OCT 2015/PUBLIC DEFENSE	10,000.00
					Total :	10,000.00
164341	11/10/2015	0000415 ISLAND DISPOSAL	110115		OCT 2015/RECYCLING	4,559.40
					Total :	4,559.40
164342	11/10/2015	0000454 JET CITY EQUIPMENT RENTAL	20773 20779 23020		CONCRETE CONCRETE HYUNDAI RENTAL	47.50 69.30 1,087.00
					Total :	1,203.80
164343	11/10/2015	0006362 KBA, INC	3002442		PROF SVC/CLEAN WATER FACILITY & C	75,497.31
					Total :	75,497.31
164344	11/10/2015	0008023 KRETCHMAN, KEITH	EXP REIMB		EXP REIMB	240.93
					Total :	240.93
164345	11/10/2015	0002227 LABORATORY CORPORATION OF	49807270		TESTING SERVICES	48.50
					Total :	48.50
164346	11/10/2015	0000494 LAKESIDE INDUSTRIES	5037454MB		ASPHALT	480.08
					Total :	480.08
164347	11/10/2015	0005277 LEE, STEPHANIE	110415		WELLNESS INCENTIVE	20.00
					Total :	20.00
164348	11/10/2015	0004502 LEXISNEXIS RISK DATA MANAGE	1404645-20151031		OCT 2015/MINIMUM COMMITMENT	54.35
					Total :	54.35

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164349	11/10/2015	0000950 LICENSING, WASHINGTON STATE DEPT OF	0098330		NOTARY RENEWAL/BEBEE	30.00
Total :						30.00
164350	11/10/2015	0006895 LOCHMILLER, OLIVIA	1		TRAVEL REFUND	54.00
			1		TRAVEL REFUND	47.00
Total :						101.00
164351	11/10/2015	0000515 LOGGERS & CONTRACTORS, INC	00064932		HOSE	1,085.65
Total :						1,085.65
164352	11/10/2015	0001909 LONG, JAY	1		DRIVING SERVICES	114.00
			1		DRIVING SERVICES	123.00
Total :						237.00
164353	11/10/2015	0006919 LYNN CARD COMPANY	2151015-061		CARDS	171.95
Total :						171.95
164354	11/10/2015	0001895 MACK, JOAN	1		TRAVEL REFUND	96.00
Total :						96.00
164355	11/10/2015	0000530 MAILLIARD'S LANDING NURSERY	107200		YARD WASTE	143.05
			107256		YARD WASTE	207.10
			107377		YARD WASTE	113.65
			107446		YARD WASTE	247.45
			107474		YARD WASTE	110.25
			107503		YARD WASTE	166.15
			107622		YARD WASTE	143.75
			107661		YARD WASTE	100.70
			107709		YARD WASTE	127.30
			107770		YARD WASTE	180.50
			107879		YARD WASTE	104.20
			107921		YARD WASTE	99.30
			107979		YARD WASTE	131.95
			108020		YARD WASTE	111.55
			108057		YARD WASTE	144.10
			108147		YARD WASTE	83.90
			108187		YARD WASTE	85.65

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164355	11/10/2015	0000530 MAILLIARD'S LANDING NURSERY	(Continued) 108249		YARD WASTE	198.35
					Total :	2,498.90
164356	11/10/2015	0003120 MAMMOTH STONEWORKS	3051		PAVER ENGRAVING	79.06
					Total :	79.06
164357	11/10/2015	0000660 MARKET PLACE FOOD & DRUG	694833 694840		GROCERIES GROCERIES	407.64 211.30
					Total :	618.94
164358	11/10/2015	0006072 MASTER'S TOUCH, LLC	O151637		STORAGE FOR LATE NOTICES	339.14
					Total :	339.14
164359	11/10/2015	0002291 MCYOUNG, MARY	1		TRAVEL REFUND	78.00
					Total :	78.00
164360	11/10/2015	0003610 MEYER SIGN AND ADVERTISING	16235A-IN 16235B-IN		MESSAGE CENTER INSTALLATION PERMITS	3,907.00 483.61
					Total :	4,390.61
164361	11/10/2015	0004818 MICHAEL BOBBINK LAND USE SRVCS	102515		OCT 2015/HEARING EXAMINER SERVIC	1,500.00
					Total :	1,500.00
164362	11/10/2015	0000684 MINORITY & WOMEN'S BUSINESS, WASHINC	3031755		POLITICAL SUBDIVISION FEE	150.00
					Total :	150.00
164363	11/10/2015	0006992 MOON, ANDREW	110415		WELLNESS INCENTIVE	20.00
					Total :	20.00
164364	11/10/2015	0007994 MORGAN, LESLIE	EXP REIMB TRAVEL ADVANCE		EXP REIMB TRAVEL ADVANCE	84.95 322.00
					Total :	406.95
164365	11/10/2015	0004423 MUNICIPAL EMERGENCY SERVICES	00681685_SNV		BOOTS	235.04
					Total :	235.04
164366	11/10/2015	0007979 MYERS, JACK	1		TRAVEL REFUND	10.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164366	11/10/2015	0007979 0007979 MYERS, JACK			(Continued)	Total : 10.00
164367	11/10/2015	0007586 NAGEL, GARRETT	110415		WELLNESS INCENTIVE	20.00
						Total : 20.00
164368	11/10/2015	0000612 NELSON PETROLEUM	0562730-IN 0562879-IN		FUEL FUEL	729.10 687.53
						Total : 1,416.63
164369	11/10/2015	0000621 NIIRO, CEDRIC	110415		WELLNESS INCENTIVE	20.00
						Total : 20.00
164370	11/10/2015	0000623 NITCHER, WENDY	110415		WELLNESS INCENTIVE	20.00
						Total : 20.00
164371	11/10/2015	0007075 NORTHWEST ASSESSMENT SERVICE	1478		PRE-EMPLOYMENT/MORGAN	350.00
						Total : 350.00
164372	11/10/2015	0000672 OAK HARBOR ACE	262056 262372 262490 262686 262691 262700 262743 262746 262747 262748 262755 262821 262888 262897 262934 262957 262969 262977 263015 263029		TUBING HOOKS BITT/CONN/ELECTRICAL SUPPLIES O-RINGS/WASHER HOOK DRILL BIT RSTP V BELT CFL NIPPLES FILTERS ROLLERS/PAINT COUPLE FASTENERS WASHERS/STAIN BIT CABLE TIES FREIGHT ADAPTER BALL VALVE	37.89 10.05 74.75 4.26 -10.05 41.30 21.70 27.69 26.88 14.11 89.03 32.59 7.05 3.48 14.99 20.63 19.56 44.42 12.36 32.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164372	11/10/2015	0000672 OAK HARBOR ACE	(Continued) 263032 263043 263058 263083		HEAT TAPE CAP SCREWS/PLIERS ADAPTER/COUPLER/BUSHING	135.82 3.79 52.15 20.26 Total : 737.29
164373	11/10/2015	0000668 OAK HARBOR AUTO CENTER	001-253894 001-255371 001-255555 001-256200		SEMI-MET PADS FILTERS PLUG/GROMMETS/GASKET TAIL LAMP	-69.55 50.76 16.53 23.73 Total : 21.47
164374	11/10/2015	0000676 OAK HARBOR POLICE DEPARTMENT	110115		PETTY CASH	22.09 Total : 22.09
164375	11/10/2015	0000681 OAK HARBOR SCHOOL DISTRICT	0000150020		NOV 2015/COMPUTER NETWORK SUPI	9,660.00 Total : 9,660.00
164376	11/10/2015	0007548 OFFICE AUTOMATION SYSTEMS	103984 104179		CONTRACT SERVICES CONTRACT SERVICES	389.58 286.42 Total : 676.00
164377	11/10/2015	0003007 OFFICE DEPOT	800114133001		TONER	208.69 Total : 208.69
164378	11/10/2015	0001377 ORCA INFORMATION	409176 409368 409872		PRE-EMPLOYMENT/MECHAM PRE-EMPLOYMENT/MECHAM PRE-EMPLOYMENT/SOLKA	75.00 40.00 75.00 Total : 190.00
164379	11/10/2015	0002985 PACIFIC TIRE CO. INC	0093003 0093038 0093339		TIRES TIRES TIRES	193.13 480.46 473.95 Total : 1,147.54
164380	11/10/2015	0000709 PERS	01133562		OCT 2015/UNFUNDED LIABILITY	26.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164380	11/10/2015	0000709 0000709 PERS	(Continued)			Total : 26.98
164381	11/10/2015	0004041 PETERSCHMIDT, ARNOLD	TRAVEL REIMB		TRAVEL REIMB	233.29
						Total : 233.29
164382	11/10/2015	0000299 PLACE, SANDRA	110415		WELLNESS INCENTIVE	20.00
						Total : 20.00
164383	11/10/2015	0000710 PLATT ELECTRIC SUPPLY, INC	H978612		HEATER PACK	78.48
						Total : 78.48
164384	11/10/2015	0000724 PONY MAILING & BUSINESS CENTER	249712		SHIPPING	27.18
						Total : 27.18
164385	11/10/2015	0004622 POWERS-RANG, LISA	110415 EXP REIMB		WELLNESS INCENTIVE EXP REIMB	20.00 466.99
						Total : 486.99
164386	11/10/2015	0006685 PROFESSIONAL LAW ENFORCEMENT	Q-717		REGISTRATION/POWERS-RANG	125.00
						Total : 125.00
164387	11/10/2015	0008025 PROJECT WET FOUNDATION	10363		ACTIVITY BOOKLETS	1,194.32
						Total : 1,194.32
164388	11/10/2015	0000743 PUGET SOUND ENERGY	200002036917 200004839284 200007268135 220002247165 300000005003 300000007421 300000010409		ELECTRICITY/BTWN BAYSHORE DR & I ELECTRICITY/1019 SW SWANTOWN AV ELECTRICITY/SW ERIE ST SW BARRIN ELECTRICITY/SW FAIRWAY POINT DR ELECTRICITY/PARKS ELECTRICITY/STREET LIGHTS ELECTRICITY/PARKS	151.09 99.01 174.03 13.45 393.77 13,439.98 62.59
						Total : 14,333.92
164389	11/10/2015	0003694 RECYCLING, WASHINGTON STATE ASSOC C	300000775		MEMBERSHIP	225.00
						Total : 225.00
164390	11/10/2015	0003060 RED LION HOTEL YAKIMA CENTER	1621		HOTEL ACCOMMODATIONS/RAMIREZ	471.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164390	11/10/2015	0003060 0003060 RED LION HOTEL YAKIMA CENTER	(Continued)			Total : 471.50
164391	11/10/2015	0006383 REFFITT, TONI	1		TRAVEL REFUND	27.00
						Total : 27.00
164392	11/10/2015	0004929 RETZLAFF, PAUL	4638		MOORAGE REFUND	248.22
						Total : 248.22
164393	11/10/2015	0002508 RINEY PRODUCTION SERVICES	10-1594		TAPING SERVICES	2,697.20
						Total : 2,697.20
164394	11/10/2015	0008017 RUBIO, MARK	102715		CPL FEE REFUND	40.75
						Total : 40.75
164395	11/10/2015	0000796 SCHROER, PAUL	110415		WELLNESS INCENTIVE	20.00
						Total : 20.00
164396	11/10/2015	0002602 SCHULTZ, EDNA	1		TRAVEL REFUND	156.00
						Total : 156.00
164397	11/10/2015	0000817 SHELLEY, TIM	110415		WELLNESS INCENTIVE	20.00
						Total : 20.00
164398	11/10/2015	0007948 SHERWOOD, GLEN	1164		MOORAGE REFUND	131.20
						Total : 131.20
164399	11/10/2015	0000822 SHRED-IT USA, INC	9407840163		SHREDDING	68.04
						Total : 68.04
164400	11/10/2015	0000830 SIRENNET.COM	0192688-IN 0192689-IN		LIGHTBAR REPL LENS LIGHTBAR REPL LENS	149.40 149.40
						Total : 298.80
164401	11/10/2015	0000831 SIX ROBBLEES', INC	14-313461 14-313808		LED 35 SERIES MARK AIR CYLINDER	82.37 348.79
						Total : 431.16
164402	11/10/2015	0000814 SKAGIT FARMERS SUPPLY	437014		SPRAY TANK CLEANER	19.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164402	11/10/2015	0000814 0000814 SKAGIT FARMERS SUPPLY	(Continued)			Total : 19.54
164403	11/10/2015	0000876 SKAGIT VALLEY COLLEGE	23423		3RD QTR 2015/BUILDING OPERATIONS	16,123.68
						Total : 16,123.68
164404	11/10/2015	0007890 SMARSH, INC	INV00114597		ARCHIVING PLATFORM	414.00
						Total : 414.00
164405	11/10/2015	0002901 SMITH & LOVELESS, INC	106476		ADAPTER/GASKET SEAL/SHAFT SEAL	2,317.69
						Total : 2,317.69
164406	11/10/2015	0000846 SOUND PUBLISHING	WCW658528		ARCHITECTURAL & ENGINEERING SEF	563.19
			WCW662114		CITY NOTICES	119.03
			WCW663250		NOA 15-08 DNS HARMSE	56.24
			WCW663778		COMP PLN AMEND 2015 SEP-15-0008	145.19
			WCW663784		FOUR VERIZON APPS	171.35
			WCW664515		CITY ORDINANCES	76.01
						Total : 1,131.01
164407	11/10/2015	0000860 STANDARD INSURANCE COMPANY	102115		LIFE/POCFF	358.13
						Total : 358.13
164408	11/10/2015	0003883 STAPLES BUSINESS ADVANTAGE	3272216586		MOUSE	32.60
			3272216589		PAPER CLIPS/MARKERS/TONER/INDE>	101.26
			3272216591		MEMOBOOK/MARKERS	27.03
			3272216592		FILTER	114.99
			3272216593		REBEL	597.84
			3272216594		SDHC CARD	79.67
			3272216595		TONER	126.87
			3272216597		TONER	133.05
			3278393967		CMY CLR 4PK	102.17
			3280271032		SELF INKING	7.85
			3280271034		TONER	92.07
			3280271035		TONER	79.54
			3280271036		CREDIT	-52.17
			3280271037		CREDIT	-52.17
			3280816151		TONER	158.51
			3280816154		BATTERY BACKUP	108.69

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164408	11/10/2015	0003883 STAPLES BUSINESS ADVANTAGE	(Continued)			
			3280816155		BARRACUDA INTERNAL	97.82
			3280816156		SPINDLE	15.34
			3280816157		SPINDLE	71.41
			3280816158		REFURBISHED FAX	127.17
			3281394578		FLASH DRIVES	26.04
			3281394579		CALENDAR	8.25
			3281394581		CALENDAR	8.25
			3281394586		STAPLES/COIN WRAPPERS/MOUSE	34.01
			3281394588		SCALE/PADS	34.56
			3281394590		DRY ERASE BOARD	167.59
			3281394596		CMY CLR 4PK	106.84
			3281935028		SOAP	443.39
					Total :	2,798.47
164409	11/10/2015	0000980 STEVENS, AMY	TRAVEL REIMB		TRAVEL REIMB	355.35
					Total :	355.35
164410	11/10/2015	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	120.00
			1		DRIVING SERVICES	132.00
					Total :	252.00
164411	11/10/2015	0000874 SURETY PEST CONTROL	1078481		PEST EXTERMINATION	38.05
			1078483		PEST EXTERMINATION	43.48
					Total :	81.53
164412	11/10/2015	0007837 TACOMA CITY MARATHON ASSOC	083115		PACERS CONTRACT	1,100.00
					Total :	1,100.00
164413	11/10/2015	0008026 TOM-N-JERRYS BOAT CENTER, INC	002762		MAINTENANCE SERVICES	705.97
					Total :	705.97
164414	11/10/2015	0001053 TREASURER, WASHINGTON STATE	110215		STATE/BC FEES	10,552.16
					Total :	10,552.16
164415	11/10/2015	0000287 TYLER TECHNOLOGIES, INC	045-144563		HANDHELDS SUPPORT	-102.21
			045-146279		FINANCIALS CONVERSION	1,200.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164415	11/10/2015	0000287 0000287 TYLER TECHNOLOGIES, INC	(Continued)			Total : 1,097.79
164416	11/10/2015	0000923 UNITED PARCEL SERVICE	0000A0182W405 0000A0182W425		SHIPPING SHIPPING	21.15 20.65 Total : 41.80
164417	11/10/2015	0000922 UNUM LIFE INSURANCE COMPANY	101915		LONG TERM CARE	269.78 Total : 269.78
164418	11/10/2015	0004903 US BANK	4485591001332901		CREDIT CARD PURCHASES	2,433.79 Total : 2,433.79
164419	11/10/2015	0004903 US BANK	4485591000119689		CREDIT CARD PURCHASES	1,198.94 Total : 1,198.94
164420	11/10/2015	0004903 US BANK	4485590002431076		CREDIT CARD PURCHASES	503.77 Total : 503.77
164421	11/10/2015	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	350.68 Total : 350.68
164422	11/10/2015	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	306.73 Total : 306.73
164423	11/10/2015	0004903 US BANK	4485590002304679		CREDIT CARD PURCHASES	158.48 Total : 158.48
164424	11/10/2015	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	26.00 Total : 26.00
164425	11/10/2015	0000926 USABLUBOOK	779669		ANTI-SEIZE	203.95 Total : 203.95
164426	11/10/2015	0000934 UTILITIES UNDERGROUND LOCATION	5070174 5100172		JUL 2015/LOCATES OCT 2015/LOCATES	106.26 70.84 Total : 177.10
164427	11/10/2015	0008024 VAN PELT, JUSTIN	110315		ANIMAL LICENSE REFUND	17.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164427	11/10/2015	0008024 0008024 VAN PELT, JUSTIN			(Continued)	Total : 17.50
164428	11/10/2015	0000932 VERIZON WIRELESS	9753616388		CURRENT COMM CHARGES	5,583.02 Total : 5,583.02
164429	11/10/2015	0005920 VICKERS, JAMES	1		TRAVEL REFUND	27.00 Total : 27.00
164430	11/10/2015	0001675 VMI, INC	235236		PROJECTOR/SWITCHER	14,137.97 Total : 14,137.97
164431	11/10/2015	0007388 WALSTAD, TIM	110415		WELLNESS INCENTIVE	20.00 Total : 20.00
164432	11/10/2015	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW OI 43			PROF SVC/GENERAL	6,928.24 Total : 6,928.24
164433	11/10/2015	0000995 WEST, GARY	EXP REIMB		EXP REIMB	100.20 Total : 100.20
164434	11/10/2015	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1287		OCT 2015/ANIMAL SHELTER	8,333.37 Total : 8,333.37
164435	11/10/2015	0001017 WHIDBEY PRINTERS	48050 48064		INSPECTION REPORTS BUSINESS CARDS/WEST	437.02 59.79 Total : 496.81
164436	11/10/2015	0007510 WHIDBEY TECH SOLUTIONS	61276		WIFI TROUBLESHOOTING	46.20 Total : 46.20
164437	11/10/2015	0001010 WHIDBEY TELECOM	3916416 3918382 3919340		CURRENT NET CHARGES FOREIGN LISTING ALARM MONITORING	41.45 24.00 65.23 Total : 130.68
164438	11/10/2015	0001014 WHITNEY EQUIPMENT COMPANY, INC	79605		SALT	2,647.17 Total : 2,647.17

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164439	11/10/2015	0006441 WILLIAM E MUNSON COMPANY	2015-168		PAINT BOAT/NON-SKID DECK/HATCH	3,627.84
					Total :	3,627.84
164440	11/10/2015	0006775 WORKSAFE SERVICE, INC	216062		TESTING	60.00
					Total :	60.00
189	Vouchers for bank code :	bank				Bank total : 480,154.94
189	Vouchers in this report					Total vouchers : 480,154.94

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.c
Date: November 17, 2015
Subject: Resolution 15-30: Wireless
Internet Policy Guiding the Use
of Wi-Fi by Elected Officials in
City Facilities and Use of
Personal Devices to Conduct
City Business

FROM: Nikki Esparza, City Attorney

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approve Resolution No. 15-30

BACKGROUND / SUMMARY INFORMATION

This Resolution creates a wireless internet policy guiding the use of Wi-Fi by elected officials in City facilities and use of personal devices to conduct City business. This policy will assist the City in fulfilling its obligations under the Public Records Act and Open Public Meetings Act.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This Resolution and Exhibit were presented at the Council Workshop on October 28, 2015.

ATTACHMENTS

1. [Resolution No. 15-30](#)
2. [Exhibit "A"](#)

RESOLUTION NO. 15-30

A RESOLUTION CREATING A WIRELESS INTERNET POLICY GUIDING THE USE OF WI-FI BY ELECTED OFFICIALS IN CITY FACILITIES AND USE OF PERSONAL DEVICES TO CONDUCT CITY BUSINESS

WHEREAS, the City Council provides wireless internet capabilities in City facilities, including council chambers; and

WHEREAS, increased information access enhances the decision-making of elected officials while deliberating on community matters; and

WHEREAS, changes in technology have allowed for communication, access to internet, and document storage and creation on personal electronic devices; and

WHEREAS, the City Council desires to uphold both the spirit and legal letter of the state's open government laws, including the state's Public Records Act and Open Public Meetings Act.

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

Section One. The City Council adopts by reference the attached Exhibit "A" - POLICY FOR USE OF COUNCIL CHAMBERS WI-FI AND USE OF PERSONAL DEVICES BY ELECTED OFFICIALS.

PASSED by the City Council and approved by its Mayor this _____ day of _____, 2015.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

EXHIBIT "A"

POLICY FOR USE OF COUNCIL CHAMBERS WI-FI AND USE OF PERSONAL DEVICES BY ELECTED OFFICIALS

TITLE: Policy regarding wireless Internet, email, instant messaging and other communication devices for Elected Officials.

PURPOSE: The City of Oak Harbor provides a wireless internet system ("Wi-Fi") for use in City Council chambers for the purpose of providing an effective method to communicate, perform research and obtain information that will assist in performing City Council related tasks.

The purpose of this policy is to provide guidelines on appropriate use, care and requirements of City-provided wireless Internet and to provide basic information on the appropriate use of City-issued or personal communication devices.

POLICY: It is the policy of the City of Oak Harbor to adhere to the Revised Code of Washington (RCW) 42.30 regarding Open Public Meetings and RCW 42.56 regarding Public Records.

- (1) Elected Officials are expected and have the obligation to use good judgment when using the Internet and electronic communication tools while in a City Council session. It is strongly recommended that Elected Officials only use City-provided Wi-Fi in Council chambers to access information related to City business from the City of Oak Harbor website (www.oakharbor.org). Should an Elected Official have an issue with access to Wi-Fi services in Council Chambers, they should notify the City Clerk.
- (2) All records, regardless of format, related to the conduct of City business reviewed, created or altered must be retained per the State of Washington Local Government Common Records Retention Schedule (the CORE manual), pursuant to 42.56 RCW and 40.14 RCW, Preservation and Destruction of Public Records.
- (3) The City reserves the right to access, monitor and disclose the contents of electronic messages and any record, regardless of format, related to the conduct of City business on City-issued or personal devices that Elected Officials use to access the City's Wi-Fi system. Elected Officials should have no expectation of privacy in either sending or receiving electronic messages, or other information on the Internet, City network or other electronic media.
- (4) Per state law, all documents, files, communications and messages created, reviewed or altered that are related to the conduct of City business, regardless of format, are property of the City. As a result, these documents, files,

communications and messages are not private or confidential unless otherwise noted in the Revised Code of Washington.

- (5) Because electronic messages can be retrieved even after deletion by the author or recipient, and are not confidential, users should treat each electronic message as they would a hard copy that would potentially be distributed to everyone in the City and subject to discovery in a legal proceeding.
- (6) The City also needs to be able to respond to proper requests resulting from legal proceedings that call for electronically-stored evidence. Therefore, the City must, and does, maintain the right and the ability to enter into any of these systems and to inspect and review any and all data recorded in those systems. Because the City reserves the right to obtain access to all electronic mail messages left on or transmitted over these systems, Elected Officials should not assume that such messages are private and confidential or that the City or its designated representatives will not have a need to access and review this information.

The City reserves the right to regularly monitor electronic mail messages, information and all documents.

The contents of computers and electronic mail, properly obtained for some legitimate business purpose, may be disclosed by the City if necessary within or outside of the City.

- (7) Any Elected Official who violates this policy for improper uses may be subject to revocation of privileges.
- (8) All Elected Officials are required to work collaboratively with the City Clerk's Office for access to a City-issued electronic device when responding to a public records request.
- (9) In order to facilitate compliance with this policy and to promote the efficient collection and retention of public documents in electronic format, all Elected Officials should conduct City related business only through the City's server or on City-issued electronic devices.
- (10) City business should not be conducted by text message.
- (11) All Elected Officials should refrain from conducting City business using private email accounts. If an Elected Official receives an email that qualifies as a public record, the Elected Official shall forward the email to his/her City email and respond using the City account so as to preserve the record on the City system.
- (12) Upon request of the City Clerk or City Attorney, Elected Officials shall conduct a good faith search of personal devices for public records and shall sign an affidavit detailing the search and its results.

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

Bill No. C/A 4.d
Date: November 17, 2015
Subject: Resolution 15-37: Contract with
Architectural Elements for art
sculpture - SR20 and NE 4th
Avenue

FROM: Dr. Doug Merriman, City Administrator

FROM: Cac Kamak, Senior Planner

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

- Authorize the expenditure of \$42,563 from the Arts Acquisition Funds for this project
- Authorize the Mayor to enter into an agreement with the artist for this project

BACKGROUND / SUMMARY INFORMATION

The purpose of this agenda bill is to introduce an art piece for the City Council's consideration. The proposed art piece is called "Autumn Winds" and will be made by Architectural Elements, LLC for the southeast corner of SR 20 and NE 4th Avenue for \$42,563.

In 2010, the City Council approved a plan that was recommended by the Arts Commission, identifying 5 locations for public art. These locations are Farmer's Market area, Freund Marsh, Freund Wall, Pioneer Way and Pasek Street overlook. As you aware, Pioneer Way has been a popular location for art since some of it was programmed in conjunction with the street improvements. The Freund Wall is currently a work in progress and is being done with help from the high school students. The Pasek Street Overlook was recently re-designated for a memorial and is therefore not being considered for public art anymore, and the Freund Marsh area has not had a proposal yet, though it has been in consideration for several proposals that have come forward in the last few years.

The Farmer's Market site was one of the popular locations when the Arts Commission was initially formed due to its location and visibility, however an ideal spot for a piece couldn't be determined. In the past few months, additional research into the area identified an area on the southeast corner of SR 20 and NE 4th Ave to be city right-of-way and was large enough to accommodate public art (see Attachment 1). With this location in mind, the Arts Commission initiated a search for a piece and determined that art

at this location should signify oak trees that the town is known for.

Three proposals from three different artists were explored for this location. The Arts Commission liked the idea of oak leaves and wanted a sculpture that would depict movement. They also wanted to incorporate a significant scale for prominence and visibility. The current proposal from Architectural Elements was the best match for the Arts Commissions' vision for the site since it had scale, movement and could be done within a reasonable budget.

City staff investigated the proposed site and determined that the location for the proposed art will work with some minor modifications. A sight visibility analysis was conducted to find the ideal location for the piece. The analysis indicated that the proposed art piece will not hinder any sight lines for traffic.

However, the study did find that visibility for traffic coming from NE 4th Ave to SR20 will be greatly increased if a few panels of the fence along SR 20 is removed (see Attachment 2). Removal of the fence will also enhance the site for the proposed art piece. City staff contacted the School District staff on the fence issue and agreed that the panels are best removed. Therefore five panels of the existing fence will be removed sometime over the next few months at this location.

The site currently slopes away from the road towards the fields behind. City staff and the artists discussed several methodologies to install the proposed art piece so that visibility and prominence can be enhanced. A combinations of some minor grading and raised pylons should solve the issue.

The proposed art is estimated at \$42,563. The proposed contract stipulates a 50% payment for material and initiation of the project and the remaining to be paid after installation. The contract also stipulates that the work be done before December 31, 2016.etermined that art at this location should signify oak trees that the town is known for.

Three proposals from three different artists were explored for this location. The Arts Commission liked the idea of oak leaves and wanted a sculpture that would depict movement. They also wanted to incorporate a significant scale for prominence and visibility. The current proposal from Architectural Elements was the best match for the Arts Commissions' vision for the site since it had scale, movement and could be done within a reasonable budget.

City staff investigated the proposed site and determined that the location for the proposed art will work with some minor modifications. A sight visibility analysis was conducted to find the ideal location for the piece. The analysis indicated that the proposed art piece will not hinder sight lines for traffic. However, the study did find that visibility for traffic coming from NE 4th Ave to SR20 will be greatly increased if a few panels of the fence along SR 20 are removed (see Attachment 2). Removal of the fence will also enhance the site for the proposed art piece. City staff contacted the School District staff on the fence issue and agreed that the panels are best removed. Therefore five panels of the existing fence will be removed sometime over the next few months at this location.

The site currently slopes away from the road towards the fields behind. City staff and the artists discussed several methodologies to install the proposed art piece so that visibility and prominence can be enhanced. A combinations of some minor grading and raised pylons should solve the issue.

The proposed art is estimated at \$42,563. The proposed contract stipulates a 50% payment for material

and initiation of the project and the remaining to be paid after installation. The contract also stipulates that the work be done before December 31, 2016.

LEGAL AUTHORITY

The Council has authority under 35A.11.020 to regulate its internal affairs, to provide for the improvement and beautification of public ways, and to render local, social and cultural services.

FISCAL IMPACT

\$42,563 from the Arts Acquisition Funds

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

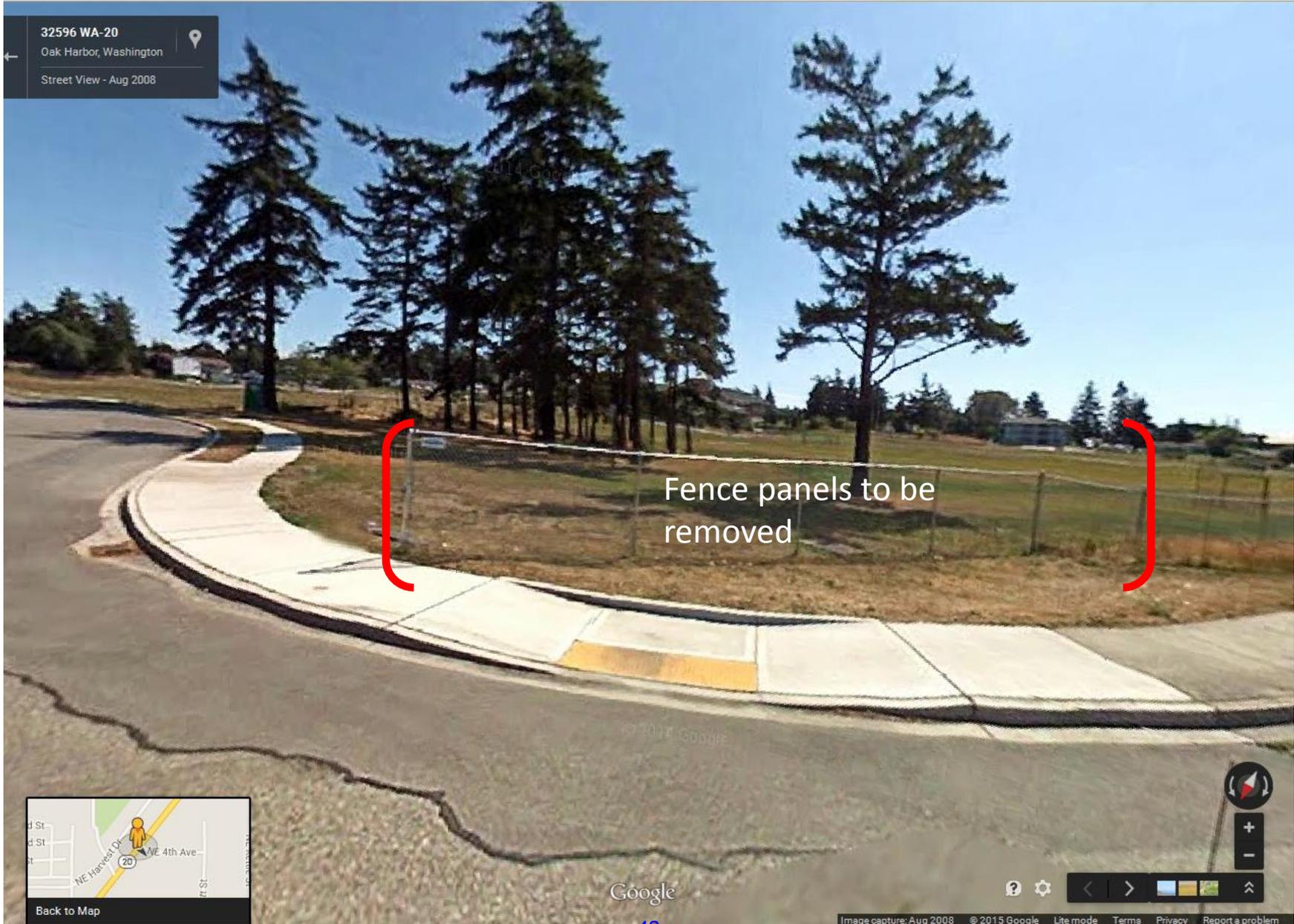
The Arts Commission, at their July 13, 2015 meeting, reviewed the art project and voted to recommend that the City Council approve the proposal.

ATTACHMENTS

1. [Vicinity aerial](#)
2. [Fence panel photo](#)
3. [Resolution No. 15-37](#)
4. [Copy of Agreement](#)
5. [Autumn Winds rendering](#)
6. [Arts Commission meeting notes - July 13, 2015](#)



ATTACHMENT 1



Fence panels to be removed

RESOLUTION NO. 15 - 37

A RESOLUTION BY THE CITY COUNCIL OF OAK HARBOR AUTHORIZING THE COMMISSIONING OF PUBLIC ART KNOWN AS THE "AUTUMN WINDS", TO BE CREATED BY ARCHITECTURAL ELEMENTS LLC. ON THE SOUTHEAST CORNER OF SR20 AND NE 4TH AVENUE.

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

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

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

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

WHEREAS, the Arts Commission reviewed the art proposal known as "AUTUMN WINDS" by Architectural Element LLC proposed at intersection of SR 20 and NE 4th Avenue and has recommended approval; and

WHEREAS, the Arts Commission has recommended an amount of \$42,563 be authorized from the Arts Acquisition and Maintenance Fund towards the design, build and installation of the piece; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Oak Harbor, Washington, that the Mayor is authorized to sign the attached Professional Services Agreement for the commissioning of "Autumn Winds", by Architectural Elements LLC to be located at intersection of SR 20 and NE 4th Avenue.

PASSED by the City Council of the City of Oak Harbor and approved by its Mayor this 17th day of November, 2015.

CITY OF OAK HARBOR

MAYOR

ATTEST:

Approved as to Form:

City Clerk

City Attorney

**CITY OF OAK HARBOR
PROFESSIONAL SERVICES
AGREEMENT**

THIS AGREEMENT is made and entered into this 25th day of September, 2015, between the CITY of Oak Harbor Washington, hereinafter called the "CITY", and **Architectural Elements, LLC**, hereinafter referred to as the "ARTIST".

WITNESSETH THAT:

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

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

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

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

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

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

Part I. Term and Termination

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

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

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

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

Part III. Independent Contractor Relationship.

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

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

Part IV. Installation of the Artwork

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

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

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

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

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

- 6.01 The CITY shall pay to the ARTIST for performance of the Work and for the Artwork as provided in this Part of the Agreement; however, in no event shall the ARTIST be paid an amount in excess of the sum of \$42,563.00 (plus tax). This amount shall constitute full and complete compensation for the ARTIST'S Work and Artwork; the ARTIST shall be solely responsible for all expenses necessary for the performance of this Agreement, including any cost overruns.
- 6.02 Upon approval of the completed preliminary design, the ARTIST shall proceed with the execution of the Work and the CITY agrees to pay the total purchase price of \$42,563.00 plus tax.
- a. An initial payment of \$21,281.50 will be made to the ARTIST for materials and incurred expenses within 30 days of invoice.
 - b. The balance of the purchase price, \$21,281.50 will be paid to the ARTIST within 30 days of the completed installation. The Work will be completed and installed no later than December 31st, 2016.
- 6.03 The above-stated purchase price includes the cost of materials necessary to create the Work and the cost of any additional labor services necessary to create the WORK, including workers' compensation coverage for employees.

Part VII. Warranty; Indemnification; and, Release

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

The ARTIST further represents and warrants that the Artwork, as fabricated and installed, will be structurally sound and free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork, and shall be designed so as routinely not to require extensive or extraordinary maintenance or conservation measures. The parties agree and acknowledge that the Work will remain outside and exposed to the elements and climate changes and will not be stored, or otherwise provided special protection during cold or severe weather

conditions. These warranties shall be in effect for a period of one (1) year after final acceptance of the Artwork under Part IV of this Agreement and transfer of ownership to the CITY.

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

Part VIII. Insurance

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

Part IX. Copyright and Reproduction Rights

- 9.01 The ARTIST expressly reserves every right available to the ARTIST under the Federal Copyright Act and other applicable statutes to control the making or dissemination of copies or reproductions of the Artwork, except the rights which are limited by this Agreement.
- 9.02 The ARTIST certifies that the Artwork created pursuant to this Agreement is a unique

work of art and has not been and will not be substantially duplicated by the ARTIST without the prior written permission of the CITY. Should the ARTIST decide to reproduce the Artwork in an edition or in any other way, the ARTIST shall first obtain the written permission of the CITY.

- 9.03 The CITY retains the right to publish and distribute photographs, drawings or other forms of reproductions of the Artwork as installed and formally accepted by the CITY, for reference, promotional, educational and scholarly purposes. The CITY agrees to make no commercial use of the Artwork without the ARTIST'S written consent. If such consent is obtained from the ARTIST, all reproductions of the Artwork by the CITY shall contain a credit to the ARTIST that states the ARTIST'S name and year of creation,
- 9.04 The ARTIST agrees to include on or in any form of reproduction of the Artwork initiated or authorized by the ARTIST, a credit to the CITY, stating that the Artwork was commissioned and is owned by the CITY.

Part X. Maintenance, Repair, and Restoration

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

Part XI. Relocation or Removal of the Artwork

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

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

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

Part XIII. General Provisions

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

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

Section XIV. Entire Agreement.

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

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

CITY:

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

Scott Dudley, Mayor

ATTEST:

Anna Thompson, CITY Clerk

SERVICE PROVIDER:

Name: Architectural Elements, LLC
Address: 3870 Mustang Way #102
Bellingham, WA. 98226

Owner

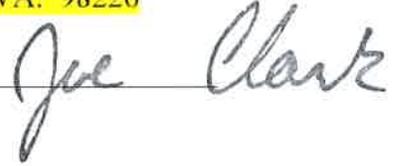


EXHIBIT A

ARTIST WAIVER OF RIGHTS

On this date, 9/25/15, in Oak Harbor, Washington, Architectural Elements (Artist name), artist, in consideration of being retained as an artist to complete art associated with the Pioneer Way Improvement Project, hereby voluntarily releases and waives all artist rights to the artwork described as:

DESCRIPTION OF ARTWORK

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

Dated: 9/25/15

Joe Clark
ARTIST

EXHIBIT

As-Built Information (Artwork Detail)

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

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

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

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

1. Installation/Foundation *N/A Support structure provided by City of Oak Harbor*

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

- A. Is the artwork permanently installed? Yes No

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

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

1. (Enter deinstallation process)

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

1. (Enter detailed information)

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

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

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

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

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

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

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

As-Built Information (Installation/Foundation)

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

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

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

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

2. Conservation/Maintenance

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

- A. Were additional replacement components provided to WSAC or the partner agency for future maintenance and conservation purposes? Include backup software, technology, sound media, etc. Yes No

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

1. (Enter component information)

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

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

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

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

1. (ENTER MATERIAL TYPE) / (Enter recommended maintenance) / (Specialized tool/equipment information)

2. (ENTER MATERIAL TYPE) / (Enter recommended maintenance) / (Specialized tool/equipment information)

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

1. (ENTER MATERIAL TYPE) / (Enter recommended maintenance) / (Specialized tool/equipment information)

2. (ENTER MATERIAL TYPE) / (Enter recommended maintenance) / (Specialized tool/equipment information)

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

1. (ENTER MATERIAL TYPE) / (Describe acceptable aging changes)

2. (ENTER MATERIAL TYPE) / (Describe acceptable aging changes)

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

1. (Enter conceptual information)

3. Documents Checklist

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

(check all that apply)

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

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

Thank you for your time...

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

EXHIBIT C

SITE LOCATION AND DESCRIPTION

On this date, 9/25/15, in Oak Harbor, Washington, Architectural Elements (Artist name), artist, in consideration of being retained as an artist to complete art associated with the Pioneer Way Improvement Project, hereby agrees to place the agreed upon artwork on the following public site:

SITE LOCATION AND DESCRIPTION

Dated: 9/25/15

ARTIST Joe Clark

EXHIBIT D

DETAILED ARTWORK REPORT – PART I

1. Artwork Summary (check all that apply)

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

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

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

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

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

2. Dimensions/Weight

Overall/Spatial Dimensions of artwork: Height: 15 in /ft Width: 50 in /ft Depth: in /ft

Approximate Weight of the entire artwork: lbs /grams

How many individual components comprise the artwork?

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

- QTY OF 10 HOT-ROLLED STEEL, GARY OAK LEAVES.
- QTY OF 5 SQUARE TUBE "WIND STRANDS".
- HARDWARE FOR MOUNTING TO A CONCRETE FOOTING.

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

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

- | | |
|--|---|
| <ul style="list-style-type: none"> • A32 HOT ROLLED STEEL. - MORSE STEEL 3002 W. ILLINOIS ST. BELLINGHAM, WA 98225 (360) 756.6200 | <ul style="list-style-type: none"> • SQUARE TUBE AND PLATE STEEL. (2.5" OR 3" TUBE WILL BE USED.) |
|--|---|

2D – Wall Hanging/Flat Artwork/Relief

N/A

- A. Support material (base or foundation).
- B. Ground material (primer, gesso, etc., used to isolate media from support). Include approximate number of applied layers if known.
- C. Materials/media used in painting, drawing, collage, etc. Include specific information to colors/palette (brand, names, color names, mediums, and texture). Include the method(s) of application, e.g. brush, roller, sponge, sprayer. (Enter material information and manufacturer and supplier information)
- D. Varnish or protective coating (e.g. natural, paint color and type, glaze, sealer, patina, fire retardant, etc.). Include method(s) of application and number of applications. (Enter material information and manufacturer and supplier information).
- E. Materials used in the presentation of the artwork (e.g. composition of pedestal, deck, vitrine, frame, and assembly hardware, etc.) Enter material information and manufacturer and supplier information
- F. Mounting/hanging hardware (e.g. sheetrock mollies, ¼" x 3" galvanized steel lag screws, galvanized d-rings, nooses of stainless steel braided wire, type of cable and fittings, etc.). Enter material information and manufacturer and supplier information

- G. Are there mechanical components (e.g. motors, moving parts, sound implements) incorporated into or as part of the artwork? Yes No
If Yes, fill in section C in the following section '3D-Sculpture/Integrated Works'.
- H. Are there technological components (e.g. digital media, solar panels, lighting, sound media, video) incorporated into or as part of the artwork? Yes No
If Yes, fill in sections D, E, and F in the following section '3D-Sculpture/Integrated Works'.
- I. Was digital media used to create any portion of the artwork? (e.g. digital files for porcelain enamel, cut-files for CNC machinery) Yes No
If Yes, fill in section G in the following section '3D-Sculpture/Integrated Works'.
- J. Are there landscaping components incorporated into or as part of the artwork? Yes No
If Yes, fill in section H and I in the following section '3D-Sculpture/Integrated Works'.
- K. List all vendors, contractors, or persons that had a significant role in the creation, fabrication, materials, and/or installation of the artwork that have not been identified in this section. Include contact information.

• APC: POWDER-COATING.
3910 SPUR RIDGE LN.
BELLINGHAM, WA, 98226
(360) 398.1460

(360) 756.9700
• K&K INDUSTRIES: 2025 MASONEY WAY, BELLINGHAM WA 98226
(THEY WILL DO ALL LASER CUTTING)
• ALL FABRICATION WORK TO BE COMPLETED BY ARCHITECTURAL ELEMENTS. (3870 MUSTANG WAY, BELLINGHAM WA, 98226)

3D - Sculpture/Integrated Works

- A. Materials and fabrication techniques used in each component of artwork. For each component entry include materials, manufacturer and/or supplier information, fabrication techniques, and fabricator information.
- LEAVES WILL BE LASER CUT OUT OF .25" HOT ROLLED STEEL PLATE. LEAVES WILL THEN BE ROLLED TO A SPECIFIC RADIUS IN BOTH DIRECTIONS. BRACKETS WILL BE ATTACHED TO THE LEAVES (WELDED) FOR PLACEMENT ON WIND ELEMENTS. (LEAVES ARE PATINATED BEFORE ASSEMBLY)
 - WIND ELEMENTS WILL BE CUT TO LENGTH AND ROLLED TO SHAPE. THEN POWDER-COATED.
- B. Components that received colorants¹, sealants, or protective coatings. Provide detailed information about the type and application of these coatings, including chemical composition. Attach Material Safety Data Sheets (MSDS) and manufacturer's instructions for each product.
- LEAVES WILL BE PATINATED WITH ~~SILVER~~ ^{BEECHWOOD} CASEY, M38 PATINA. THEN THEY WILL GET AN APPLICATION OF PENETROL TO SEAL THE PATINA FINISH.
 - WIND ELEMENTS WILL BE POWDER COATED WITH CARDINAL BRAND PAINT. (POWDER)
- C. Describe the location and delivery of power and/or water supplies to or near the artwork that are utilized for the artwork. Provide detailed information about underground conduit, electrical panels and breakers, or connections to a power source.

N/A

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

D. Describe any mechanical components, their placement, and their intended use as they pertain to the artwork.

N/A

E. Describe any technological components, their placement, and their intended use as they pertain to the artwork.

N/A

F. List any digital media (e.g. e.g. digital files for porcelain enamel, cut-files for CNC machinery) used to create or produce the artwork. Identify artwork components and the type, size, and quality (e.g. dots per inch or pixels) of the digital media files that correspond.

N/A

G. Are there landscape elements that are considered part of the artwork? Yes No

List the names of specific plants, rocks, or natural objects that are considered part of the artwork and describe the aesthetic and/or conceptual factors that determined their use. Also include information regarding the long term intent of the landscape components. (Attach a site map with specific locations of these landscape elements.)

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

N/A

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

EXHIBIT E

**TITLE
and
CERTIFICATE of AUTHENTICITY**

**NAME OF ARTWORK
DATE**

This certifies that the Oak Leaves & Wind (artwork) that was installed
Oak Harbor (location, Oak Harbor, Washington is an original
concept and personally created by

**NAME OF ARTIST
ADDRESS**

*Architectural Elements, LLC
3870 Mustang Way #102
Bellingham, WA 98226*

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

Dated: _____

9/25/15

ARTIST

Joe Clark

EXHIBIT F
DETAILED ARTWORK REPORT – PART II

As-Built Information (Artwork Detail)

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

1. Installation/Foundation

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

As-Built Information (Installation/Foundation)

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

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

- THE FOOTING BEING POURED ON SITE (CONCRETE) WAS NOT REPRESENTED IN THE ARTWORK.
- CONNECTION DETAILS WERE ALSO NOT REPRESENTED, BUT WILL BE PROVIDED.

2. Conservation/Maintenance

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

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

NA

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

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

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

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

- PATINA CAN BE TOUCHED UP ANNUALLY BUT IS NOT REQUIRED. THE NATURALLY AGING LOOK IS DESIRED.
- IF THE POWDER-COATED ELEMENTS ARE VANDALIZED, THEN TOUCH-UP PAINT CAN BE APPLIED. (ON-SITE)

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

- CYCLICAL MAINTENANCE WOULD BE THE SAME AS ABOVE THOUGH IT IS NOT REQUIRED. VANDALISM WOULD BE THE ONLY REASON FOR REQUIRED MAINTENANCE.

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

- THE GLOSS OF THE POWDER-COAT MIGHT BECOME DULL OVER TIME, BUT IS NOT EXPECTED.
- THE MSB PATINA WILL LOOK LIKE NATURAL RUST. TEXTURE SHOULD REMAIN THE SAME, BUT COLOR MIGHT GET DARKER OVER TIME.

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

- THE ONLY ELEMENT THAT NEEDS TO BE CONSIDERED IS THE OPENESS OF THE SITE IT IS PLACED IN. THE SCULPTURE IS DYNAMIC FROM 360° OF VIEWS, THEREFORE IT SHOULD NOT BE PLACED AGAINST A WALL OR BLOCKED BY ANY LARGE STRUCTURES.

3. Documents Checklist

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

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

MATERIAL SAFETY DATA SHEET

BIRCHWOOD TECHNOLOGIES®
ANTIQUÉ BROWN® M38

Page 1 of 4
DATE REVISED: 10/31/12
REVISION MSDS NO. 7501-07

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: **ANTIQUÉ BROWN® M38**
PRODUCT PART NUMBERS: 750150, 750151, 750152, 750158
MANUFACTURED BY: BIRCHWOOD LABORATORIES, INCORPORATED
7900 Fuller Road
Eden Prairie, MN 55344 USA
Product Information Telephone Number: (952) 937-7900 (8:00-4:00pm CST)
Fax Number: (952) 937-7979
www.birchwoodtechnologies.com

24 HOUR TRANSPORTATION EMERGENCY NUMBER: CHEMTREC 800-424-9300 U.S. & CANADA
703-527-3887 INTERNATIONAL (Collect)
24 HOUR POISON CONTROL EMERGENCY NUMBER: 1-855-281-1742 U.S. & CANADA

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: DANGER! POISON. Corrosive. May be fatal if swallowed or harmful if inhaled. Causes severe burns to eyes and skin.

APPEARANCE/ODOR: blue liquid, odorless.

EYE CONTACT: Severe or permanent eye damage, symptoms of redness, burning.

SKIN CONTACT: Burns upon direct contact, symptoms of redness, burning.

INGESTION: Severe burns of mouth, throat and stomach. Other possible symptoms include nausea, abdominal pain, vomiting.

INHALATION: If sprayed, severe irritation of respiratory tract and mucous membranes; coughing, difficulty breathing.

3. COMPOSITION / INFORMATION ON INGREDIENTS

Description	CAS #	Weight %	OSHA PEL* TWA	OSHA PEL STEL/C	ACGIH TLV TWA	ACGIH TLV STEL/C
Selenious Acid**	7783-00-8	3	0.2 mg/m ³	NE	0.2 mg/m ³	NE
Phosphoric Acid	7664-38-2	4	1 mg/m ³	NE	1 mg/m ³	3 mg/m ³ -STEL
Cupric Nitrate	3521-23-8	6	1 mg/m ³	NE	1 mg/m ³	NE
Ammonium Hydrogen Fluoride	1341-49-7	1	NE	NE	NE	NE
Water	7732-18-5	86	NE	NE	NE	NE

TWA – Time-weighted Average **STEL** – Short-term exposure limit **C** – Ceiling
(skin) – skin designation means that harmful amounts may be absorbed through the skin

* Certain States enforce PELs that were in place in 1989, but were later removed by the U.S. Supreme Court. Check with your State OSHA to determine which PEL is enforced in your State.

** OELs as Selenium Compounds

NE = not established **NA** = not applicable **NDA** = no data available

4. FIRST AID MEASURES

EYE CONTACT: Flush immediately with clean water. Continue for at least 15 minutes. Seek immediate medical attention.

SKIN CONTACT: Remove contaminated clothing to avoid prolonged contact. Wash affected areas with water. Seek medical attention if irritation develops.

INGESTION: Do not induce vomiting - call poison control center IMMEDIATELY (866-291-7152) for further instructions.

INHALATION: Remove from exposure. Seek medical attention if necessary if breathing is difficult.

5. FIRE FIGHTING MEASURES

FLAMMABLE PROPERTIES

FLASHPOINT: None

METHOD USED: NA

FLAMMABLE LIMITS: LFL: NA

UFL: NA

EXTINGUISHING MEDIA: Non-flammable. Use media as appropriate for surrounding materials.

FIRE & EXPLOSION HAZARDS: May react with metals to release hydrogen gas, which can form explosive mixtures with air.

SPECIAL FIRE FIGHTING PROCEDURES: Firefighters should wear approved SCBA and full turn-out gear.

6. ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: Wear recommended protective equipment. Recover as much free liquid as possible and collect in acid-resistant container. Use absorbent to pick up residue. Avoid discharging liquid directly into a sewer or surface waters.

Review current local, state and federal laws, codes, statutes, and regulations to determine appropriate agencies to be notified, and the conditions under which they are to be notified. (See Section 13 for waste disposal comments).

7. HANDLING AND STORAGE

HANDLING: Avoid breathing mists or spray. Avoid eye and skin contact. Wear protective equipment when handling product. Keep out of the reach of children.

STORAGE: Store in cool, dry area. Store in acid-resistant containers. Keep containers covered when not in use. Avoid storing with incompatible materials (refer to Section 10). Empty containers may retain hazardous (solid) product residues.

8. EXPOSURE CONTROL / PERSONAL PROTECTION

RESPIRATORY PROTECTION: Use a NIOSH approved respirator (supplied air type) if any of the occupational exposure limits in Section 3 may be exceeded.

EYE PROTECTION: goggles, face shield

PROTECTIVE GLOVES / BODY PROTECTION: neoprene

VENTILATION: Use general/dilution or local exhaust ventilation as needed to ensure that occupational exposure limits are not exceeded.

OTHER PROTECTIVE EQUIPMENT: Eyewash and emergency shower

NOTE: All PPE should be selected on the basis of an exposure assessment performed by a competent person.

9. PHYSICAL AND CHEMICAL PROPERTIES

BOILING POINT: > 212° F	SPECIFIC GRAVITY: (Water = 1): 1.055
VAPOR PRESSURE: NDA	VOLATILE BY VOLUME: NA
VAPOR DENSITY: (Air = 1): < 1	EVAPORATION RATE: (Ethyl Ether = 1): < 1
SOLUBILITY IN WATER: Complete	pH: 1.2
APPEARANCE: Blue liquid	ODOR: odorless

10. STABILITY AND REACTIVITY

STABILITY: Stable at normal temperatures.

CONDITIONS TO AVOID: Excessive heat.

INCOMPATIBILITY (materials to avoid): Cyanides, water-reactive substances, strong reducing agents, chlorinated cleaners or sanitizers, most metals.

HAZARDOUS DECOMPOSITION PRODUCTS: Reaction with organics and strong reducing agents can produce organoselenides and hydrogen selenide. Thermal decomposition may produce selenium, phosphoric and copper oxides.

HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION

There is no product based toxicological information for this product. Toxicology information is provided based on individual ingredients.

LD₅₀, oral, rat: 1530 mg/kg (phosphoric acid); 794 mg/kg (cupric nitrate)

TARGET ORGANS: Eyes, skin, lungs (corrosive), liver, kidney, spleen.

Medical conditions that may be aggravated by exposure: Pre-existing skin, eye, respiratory, liver, kidney disorders.

Carcinogenicity: IARC: None NTP: None OSHA: None

12. ECOLOGICAL INFORMATION

ECOTOXICITY: NDA

ENVIRONMENTAL FATE: NDA

13. DISPOSAL CONSIDERATIONS

This product exhibits the characteristic of corrosivity (EPA Hazardous Waste Number D002 and D010). Review current local, state and federal laws, codes, statutes and regulations to determine current status and appropriate disposal method for the ingredients listed in Section 2. Any disposal practice must be in compliance with local, state, and federal laws and regulations. Contact the appropriate agency for specific information. Treatment, transport, storage and disposal of hazardous waste must be dealt with by a licensed facility or waste hauler.

14. TRANSPORT INFORMATION

D.O.T. HAZARDOUS MATERIALS DESCRIPTION AND PROPER SHIPPING NAME:

Corrosive Liquid, Acidic, Inorganic, N.O.S.(Selenious and Phosphoric Acids), 8 / UN3264 / P.G. II

Exceptions: 49CFR 173.154

15. REGULATORY INFORMATION

TSCA (TOXIC SUBSTANCES CONTROL ACT): the materials in this product are listed on the TSCA Inventory.

CERCLA (Comprehensive Response compensation and Liability Act, 40 CFR 117, 302: Reportable Quantity = 10 lb. (selenious acid); 100 lb. (cupric nitrate); 5000 lb. (phosphoric acid)

SARA TITLE III (Superfund Amendments and Authorization Act):

Section 311/312:

- Immediate Health Effects: Yes
- Delayed Health Effects: Yes
- Fire Hazard: No
- Sudden Release of Pressure Hazard: No
- Reactivity Hazard: No

Section 313 Reportable Ingredients: Selenious Acid; Phosphoric Acid; Cupric Nitrate

STATE "RIGHT-TO-KNOW": This product may contain components cited on certain state lists. Consult with your individual State regarding this product's components.

16. OTHER INFORMATION

National Fire Protection Association (NFPA): Health: 3 Flammability: 0 Reactivity: 0

The data here is for hazard communication to our employees, our customers and their employees, and authorized regulatory agencies. For the intended purpose, this MSDS (Material Safety data Sheet) may be duplicated or the data transcribed to an alternative form.

NOTE: The information contained herein is provided in good faith and is believed to be correct as of the date hereof. However, Birchwood Laboratories, Inc. makes no representation as to the comprehensiveness or accuracy of the information. It is expected that individuals receiving the information will exercise their independent judgment in determining its appropriateness for a particular period. Accordingly, Birchwood Laboratories, Inc. will not be responsible for damages of any kind resulting from the use of or reliance upon such information. **NO REPRESENTATIONS, OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER NATURE ARE MADE HEREUNDER TO WHICH THE INFORMATION REFERS.** The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment.

FOR ASSISTANCE WITH PLACING ORDERS:

- Product Pricing / Payment Terms
- Shipping and Tracing of Shipments
- Sales Rep Locations

Call our Sales Department (952) 937-7931

Or 1-800-328-6156 or Fax (952) 937-7979

FOR PRODUCT USAGE ASSISTANCE

- Questions on Operation of Products
- Solving Finishing Problems
- Operator Safety and Pollution Control

Call our Customer Service Desk Department (952) 937-7931

Or 1-800-328-6156 or Fax (952) 937-7979



Flood® Penetrol®

Specification Guidelines

MANUFACTURER

Akzo Nobel Paints LLC
15885 Sprague Road
Strongsville, OH 44136
PHONE: 1-800-321-3444
FAX: 1-440-297-8908
www.flood.com

PRODUCT DESCRIPTION

Penetrol® is a free-flowing, low-odor, high quality penetrating paint additive which compensates for the adverse effects that weather and surface conditions have on paints and primers.

BASIC USES

- Increases adhesion, penetration and flow of oil-based or alkyd paints, varnishes, and primers
- Restores luster to faded, weathered fiberglass
- Acts as a rust inhibitor on metal surfaces
- Diminishes lap & brush marks

TECHNICAL DATA

FINISH: N/A

VEHICLE TYPE: Alkyd

SOLVENT TYPE: Petroleum Distillate

WT/GALLON: 7.10 lb/gallon

PHYSICAL STATE: Liquid

FLAMMABILITY: N/A

COMBUSTIBILITY: Yes

FLASH POINT: > 125°F

SHELF LIFE: 2-years minimum

CONTAINER SIZE: Quart and gallon

COLOR: Clear amber

ODOR: Mild solvent odor

VOC: Does not exceed 550 g/L (4.59 lbs/gal)

GENERAL PAINTING FOR INTERIOR & EXTERIOR WORK

ADD TO OIL-BASED PAINT OR PRIMERS

DIRECTIONS:

1. Stir and mix oil-based paint thoroughly.
2. Always mix a small amount of Penetrol with the paint you are using to determine compatibility.
3. As paint begins to set up too fast or "drag", stir in Penetrol. Begin with approximately one pint (16 oz.) Penetrol per gallon of paint.
4. If paint is thick, or in extreme hot or cold temperatures, more Penetrol may be added (up to 2.5 pints per gallon of paint).

NOTE: For brass, copper, aluminum and chrome, scrub surface with fine steel wool soaked in Penetrol and polish with a clean rag.

CONDITIONING BARE OR RUSTED METAL

DIRECTIONS:

1. Remove loose rust, excess dirt, oil and grease.
2. Be sure surface is dry.
3. Saturate the metal with Penetrol.
4. Allow 12-24 hours for drying.

NOTE: For brass, copper, aluminum and chrome, scrub surface with fine steel wool soaked in Penetrol and polish with a clean rag.

CONDITIONING FIBERGLASS

DIRECTIONS:

1. Clean surface to be conditioned.
2. Saturate a rag with Penetrol, wipe it on fiberglass surface.
3. Buff surface with a clean, soft cloth within 3-5 minutes.

FAUX FINISHING

DIRECTIONS:

1. Penetrol, mixed directly into oil or alkyd-based paint, will improve the brushability of your paint and level of the base coat
2. Penetrol keeps paint from drying too fast thus increasing the working time of your paint and glazes
3. The more Penetrol you add to the mixture (glaze) the more open time you will have and the more translucent the finish
4. Do not add too much conditioner for vertical surfaces as the technique may cause the paint to sag or vanish
5. Using an empty can or disposable cup as a measuring device, mix 3 volumes of alkyd (oil Paint) to 1 volume of Penetrol.

COVERAGE

- Coverage of Penetrol will vary depending on use

CLEANUP & STORAGE

- Store in a tightly closed container away from heat and flame.
- Cleanup with mineral spirits

DANGER – rags, steel wool or waste soaked with this product may spontaneously catch fire if improperly discarded. Immediately after use, place rags, steel wool or waste in a sealed, water-filled metal container



continued on reverse side



Flood® Penetrol®

LIMITED WARRANTY

AkzoNobel Decorative Paints, USA warrants against defects in this product for six (6) months from the date of purchase if applied according to label instructions to a properly prepared surface. If this product fails to perform in accordance with this warranty, AkzoNobel Decorative Paints, USA will, at its option, provide an equivalent amount of new product at no charge or refund the purchase price. This warranty does not include labor or the cost of application of any product, and in no event shall AkzoNobel Decorative Paints, USA be responsible for damages in excess of the purchase price. Claims must be made in writing and accompanied by proof of purchase. This warranty does not apply to problems caused by alteration of this product, accident, misuse, improper storage, abuse, or neglect. THERE ARE NO OTHER EXPRESS WARRANTIES. IN NO EVENT SHALL AKZO NOBEL DECORATIVE PAINTS, USA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR USE. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation may not apply to you. This warranty gives you specific legal rights and you may have other rights which may vary from state to state.

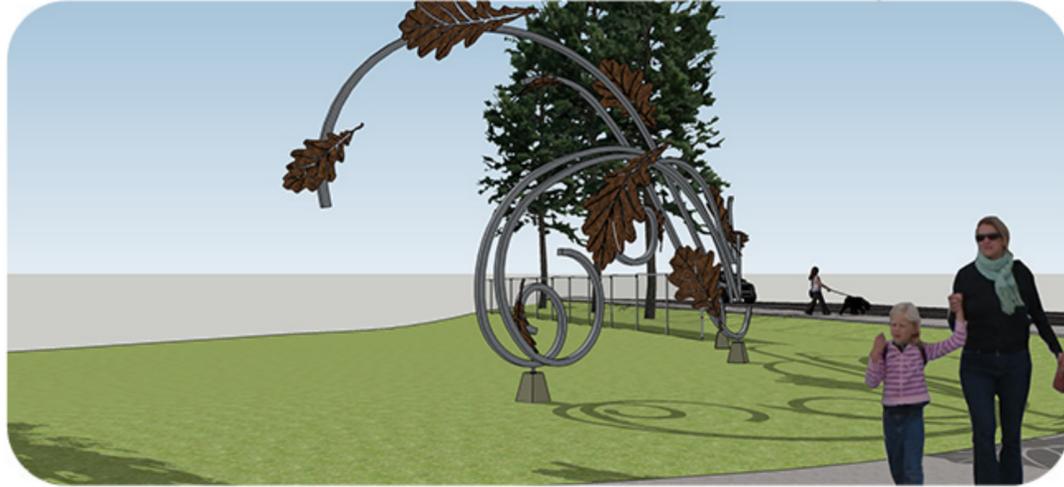
WARNING! CONTAINS: PETROLEUM DISTILLATE. VAPOR HARMFUL. MAY AFFECT THE BRAIN OR NERVOUS SYSTEM CAUSING DIZZINESS, HEADACHE OR NAUSEA. MAY CAUSE EYE, SKIN, NOSE AND THROAT IRRITATION. Use only with adequate ventilation. For exterior use only. Always wear appropriate eye protection and protective clothing. **Avoid** breathing vapors or spray mist. If spray applying, follow spray equipment manufacturer's recommendations. For additional protection, wear an appropriate NIOSH/MSHA respirator, follow manufacturer's directions carefully. Close container after each use. **Avoid** contact with eyes, skin and clothing. Wash thoroughly after handling. **FIRST AID:** In case of eye contact, flush immediately with plenty of water, especially under the lids, for at least 15 minutes and get medical attention; for skin wash thoroughly with soap and water. If you experience difficulty in breathing, leave area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. If swallowed, get medical attention immediately. In case of spillage, absorb with inert material and dispose of in accordance with local regulations. **KEEP OUT OF THE REACH OF CHILDREN.**



For additional information or assistance, write or call toll-free: 1-800-321-3444.

Akzo Nobel Paints LLC
15885 Sprague Road | Strongsville, OH 44136
www.flood.com

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- Suggested name to be "Autumn Winds."
- Sculpture moved back 22' from edge of sidewalk.
- Landscape modified to reflect grade change at sculpture location.
- Overall sculpture width increased to Approx. 50' ft wide at widest part of sculpture to fit the radius of the site.
- Footings added to show possible mounting solution and to raise the sculpture up to the grade level of the sidewalk.



FOOTINGS HELP RAISE SCULPTURE UP TO GRADE LEVEL OF SIDEWALK



SIDE VIEW ILLUSTRATING RADIUS OF SCULPTURE

In Attendance:

Chair: Skip Pohtilla; Commissioners: Rick Lawler, O'Connell-Balda, K.C.Pohtilla, Kit Chistopherson; Ex-officio members: Kathryn Martinez

Staff: Cac Kamak

- Meeting Notes – The meeting notes from the June 8, 2015 meeting were approved with minor correction.
- Public Comment – No comments
- Commissioner Kit stated that ex-officio member Chris Stolmeier has received a scholarship and is pursuing the Arts. The Arts Commission enquired if they can request a letter from the Mayor for Chris that could help him with his resume and career.
- Farmer's Market Site – Cac presented the quote from Architectural Element's Joe Clark for the proposal at \$42,563. Cac also mentioned that City staff are looking at that intersection to determine where the State row is and also impacts on the visibility triangle. Initial site visits indicate that the fence along the school district property is contributing towards less visibility and that the City would need to work with them to remove or move the fence. The Arts Commission briefly discussed whether the proposal should be scaled back. Eventually they determined that it stay as proposed. Commissioner Kit moved that the City pursue the sculpture as proposed for the proposed estimate. Commissioner Nora seconded. Motion passed. The Commission was also curious if Joe is willing to make a mock up of the sculpture for further discussion.
- Driftwood Day – Commissioner Skip shared this year's poster with the Commission. They decided that about a 100 copies are needed for distribution. The Commission also decided that it would be beneficial to print 1000 copies of the postcard this year and distribute it at location along the I-5 corridor. Skip also shared a revised judging sheet for this year that will help with tracking the scores and compiling them faster. The Commission briefly discussed between a 5 point and a 10 point scoring system and decided on the 10 point system. Keven Petelle has agreed to be the judge this year as well. The Commission would like a rep from the City Council and the Navy to also be part of the judging team. The Commission discussed inviting Sharon Hall to be part of the judging team. Skip mentioned that he will get banners to the parks division to install at the entryway signs. The next meeting August 10 will be trophy building day.
- Meeting adjourned.

ATTACHMENT 6

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

Bill No. C/A 4.e
Date: November 17, 2015
Subject: Ordinance No. 1752: SEPA
Responsible Official Amendment

FROM: Steve Powers, Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adopt Ordinance No. 1752.

BACKGROUND / SUMMARY INFORMATION

In order to administer the State Environmental Policy Act (SEPA) process the City of Oak Harbor must designate a Responsible Official. This position is responsible for administering the SEPA process and issuing SEPA decisions. Oak Harbor Municipal Code (OHMC) Section 20.04.050 presently assigns the role of SEPA Responsible Official to the City Supervisor (now City Administrator). A previous city supervisor assigned this role, through a memorandum, to the Director of Development Services. Staff has determined it is desirable to amend the OHMC to formally designate the Director of Development Services as the Responsible Official.

LEGAL AUTHORITY

The requirement for a Responsible Official is found in WAC 197-11.

FISCAL IMPACT

Funds Required: N/A

Appropriation Source: N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item has not been previously presented to the City Council.

ATTACHMENTS

1. [Ordinance No. 1752](#)

ORDINANCE NO. 1752

AN ORDINANCE OF THE CITY OF OAK HARBOR, WASHINGTON AMENDING OAK HARBOR MUNICIPAL CODE SECTION 20.04.050, RESPONSIBLE OFFICIAL, FROM CITY SUPERVISOR TO DIRECTOR OF DEVELOPMENT SERVICES AND OTHER HOUSEKEEPING AMENDMENTS.

WHEREAS, in order to administer the State Environmental Policy Act (SEPA) process it is necessary for the City of Oak Harbor to designate a Responsible Official; and

WHEREAS, Oak Harbor Municipal Code (OHMC) Section 20.04.050 assigns the role of SEPA Responsible Official to the City Supervisor; and

WHEREAS, this role was assigned through memorandum to the Director of Development Services by a previous city supervisor; and

WHEREAS, it is desirable to amend the OHMC to formally designate the Director of Development Services as the Responsible Official;

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

Section One. Oak Harbor Municipal Code Section 20.04.050, SEPA Responsible Official, last amended by Section 6 of Ordinance 1141 in 1998; is hereby amended to read as follows:

20.04.050 SEPA Responsible Official

- (1) For those proposals for which the city is the lead agency the responsible official shall be the ~~city supervisor~~ director of development services. An alternate designation may be a permanent or temporary transfer of the duties and may include one or more cases.
- (2) For all proposals for which the city is the lead agency, the responsible official shall make the threshold determination, supervise scoping and preparation of any required EIS and perform any other functions assigned to the “lead agency” or “responsible official” by those sections of the SEPA Rules that were adopted by reference in WAC 173-806-020.
- (3) The city shall retain all documents required by the SEPA Rules (Chapter 197-11 WAC) and make them available in accordance with Chapter 42.17 RCW.
- (4) Public information concerning SEPA documents may be obtained from the ~~Planning Office~~ Development Services Department, City Hall, 865 S.E. Barrington Drive, Oak Harbor, Washington 98277, phone (360) ~~679-5551~~ 279-4510.

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

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

PASSED by the City Council this 17th day of November, 2015.

Veto ()
Approve ()

THE CITY OF OAK HARBOR

By _____
 Scott Dudley, Mayor

Dated: _____

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

Published: _____

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

Bill No. C/A 4.f
Date: November 17, 2015
Subject: Ordinance No. 1754: City Clerk
Reporting Restructure

FROM: Dr. Doug Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adopt Ordinance No. 1754

BACKGROUND / SUMMARY INFORMATION

Historically, the City Clerk has been assigned as a member of the Finance Department. In past years, the City Clerk duties included a number of job duties of a financial nature, making the assignment of the City Clerk to the Finance Department appropriate in nature. Over the last several years, however, these job duties of a financial nature have all been reassigned to other Finance Department staff to allow the City Clerk additional time to focus on issues of a city-wide nature which have increased dramatically over the last 10 years. These issues have included but are not limited to filling public record requests and ensuring the City is in compliance with the Public records Act, taking a more active instructional role in interpreting and streamlining the City's record retention practices, providing logistical and informational support to members of Council, boards, commissions, and the public on a variety of topics, and coordinating the application process for the City LTAC and 2% grant program.

With the nature of these increased duties having a city-wide scope and focus it makes logistical and reporting structure sense to have the City Clerk report to the City Administrator.

LEGAL AUTHORITY

FISCAL IMPACT

There is no fiscal impact resulting from this proposed Ordinance.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Draft Ordinance No. 1754](#)

ORDINANCE NO. 1754

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING CHAPTER 2.09 OF THE OAK HARBOR MUNICIPAL CODE ENTITLED "CITY CLERK " TO CHANGE THE REPORTING AND SUPERVISION OF THE CITY CLERK FROM THE FINANCE DIRECTOR TO THE CITY ADMINISTRATOR.

WHEREAS, historically the City Clerk has performed certain ancillary duties related to the operations of the Finance Department, and

WHEREAS, over time, these ancillary duties have been reallocated to other staff within the Finance Department to allow the City Clerk to place a higher level of emphasis on such city-wide functions such as City Council agenda preparation and management, Public Records Act compliance, Open Public Meetings training, and other topics as the time required to fulfill these duties has grown significantly, and

WHEREAS, with greater city-wide scope and emphasis being placed on these issues requiring input and logistical support from the City Administrator's office, a restructure of the reporting requirement of the City Clerk from the Finance Director to the City Administrator is recommended.

NOW, THEREFORE,

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

Section One. Oak Harbor Municipal Code Chapter 2.09 entitled "City Clerk is hereby amended to read as follows:

**Chapter 2.09
CITY CLERK**

Sections:

- 2.09.010 Office of city clerk.
- 2.09.020 Applicability of laws.
- 2.09.030 Specific duties.

2.09.010 Office of city clerk.

- (1) There is created and established the office of city clerk, to be filled or vacated by appointment or removal by the mayor.
- (2) The ~~finance director~~ city administrator may appoint one or more persons to aid as deputy clerks who shall be either part-time or full-time under the direction of the city clerk.

(3) The office shall be under the general supervision of the ~~finance director~~ city administrator who shall be responsible for coordination of this office's work with other activities of the ~~finance~~ City Administrator's office.

2.09.020 Applicability of laws.

The city clerk shall have the powers granted and duties imposed by authority of the laws of the state and ordinances of the city, now existing or hereinafter adopted, subject to the general supervision and control of the ~~finance director or city supervisor~~ administrator.

2.09.030 Specific duties.

The city clerk shall:

(1) Attend all regular and special meetings of the council where action will be taken and keep a permanent journal of its proceedings. Clerk shall not be required to attend workshops. These meetings will be video taped and made available online. If the clerk is not in attendance, the clerk shall designate an alternative staff member to take cursory minutes at the meetings of the council where no action is taken.

(2) Record and certify all ordinances and resolutions.

(3) Serve as custodian of the city seal and official city records.

(4) Prescribe and furnish sample forms for petitions provided for by law or city ordinance.

The ~~finance director with the approval of the~~ city administrator may designate or contract with one individual ~~one clerk in the finance department~~ who shall have all the powers and perform all the duties of the city clerk in the absence of the city clerk.

Section Two. Oak Harbor Municipal Code Chapter 2.07 entitled "Finance Director and Finance Department" is hereby amended to read as follows:

Chapter

2.07

FINANCE DIRECTOR AND FINANCE DEPARTMENT

2.07.030 Duties.

(1) The finance director will perform and direct the normal activities of the finance department including payroll, budget preparation under the direction of the city administrator ~~supervisor~~, billing, collection, managing city funds and investments.

(2) The finance director shall perform or direct those duties under state law assigned to the “treasurer” of a code city.

~~(3) In addition, the finance director shall supervise the office of city clerk.~~

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

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

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

Veto ()
Approve ()

THE CITY OF OAK HARBOR

By _____
Scott Dudley, Mayor

Dated: _____

Attest:

Anna Thompson, City Clerk Approved as to

Form:

Nikki Esparza, City Attorney

Published: _____

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

Bill No. C/A 4.g
Date: November 17, 2015
Subject: Sleeper Road Timber Harvest
Contract Award to 3 Rivers
Cutting, LLC.

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion to authorize the Mayor to sign the Timber Harvesting Contract between the City of Oak Harbor and Three Rivers Cutting Inc. in the amount of \$244,607.00.

BACKGROUND / SUMMARY INFORMATION

On September 16, 2015 the City advertised to bid on services to harvest the timber at Sleeper Pit. Four sealed bids were received and opened on October 21, 2015.

A summary of the received bids has been included below:

VENDOR	Bid Price	
Nielson Brothers, Inc	\$166,500.00	
Frank Harkness Trucking & Logging LLC	\$193,494.00	
Cedarland Forest Resources LLC	\$227,500.00	
3 Rivers Cutting, Inc	\$244,607.00	Staff has reviewed

all of the bids and has determined that 3 Rivers Cutting, Inc. is the most responsible bidder offering the highest amount of value for the timber that will be harvested at Sleeper Pit.

Therefore, staff is recommending proceeding forward with 3 Rivers Cutting, Inc. for this service.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Timber Harvest Contract](#)

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

EXPORT RESTRICTED

THIS AGREEMENT, made and entered into this 17 day of November, 2015, between the CITY OF OAK HARBOR, a municipal corporation hereinafter referred to as "City", and Jeff Anderson of Three Rivers Cutting, Inc. hereinafter referred to as "Purchaser".

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

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

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

WHEREAS, on August 5, 2015, the City Council authorized the surplus of the timber located on the Sleeper Road properties and authorized the Public Works Department to solicit bids for the removal and sale of the timber; and

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

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

SECTION A: GENERAL TERMS

1. Products Sold and Sale Area. Purchaser was the successful bidder on October 21, 2015, and the sale was confirmed on November 17, 2015, for the total sum of two hundred and forty four thousand six hundred and seven dollars (\$244,607.00) in accordance with and as described in the attached documents.

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

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

The Purchaser shall provide and be at the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the

work provided for in this contract and every part thereof.

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

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

- a. Increased Costs. Purchaser shall be responsible for any increased operational costs arising from any applicable foreign or domestic governmental regulation or order that does not cause contract performance to become commercially impracticable or that does not substantially frustrate the purpose of the contract. If impracticability or frustration results from Purchaser's failure to comply with this contract, Purchaser shall remain responsible for payment of the total contract price notwithstanding the impracticability or frustration.

- b. Sale Area. When portions of the sale area become subject to a domestic governmental regulation or order that will likely prevent timber harvest for a period that will exceed six (6) months, and the Purchaser has complied with this contract, the following shall apply:
 - i. If forty percent (40%) or less of the sale area is affected by the governmental regulation or order, the City, at Purchaser's request, shall adjust the total contract price as set forth in paragraph (c) below.
 - ii. If forty-one percent (41%) to seventy-four percent (74%) of the sale area is affected by the governmental regulation or order, the City, at Purchaser's request, shall adjust the total contract price as set forth in paragraph (c) below or terminate the contract. Termination will discharge any unexecuted portion of the contract.
 - iii. If seventy-five percent (75%) or more of the sale area is affected by the governmental regulation or order, the City reserves the right to unilaterally terminate the contract and thereby discharge any unexecuted portion thereof. If the City does not exercise this right, the City, at Purchaser's request, shall adjust the total contract price as set forth in paragraph (c) below.

- c. Adjustment of Price. When required by Section A, Clause 8(b), the City shall adjust the total contract price by subtracting from the total contract price an amount determined in the following manner:

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

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

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

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

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

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

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

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

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

- a. Workers Compensation and Employers Liability Insurance. The Purchaser shall procure and maintain for the life of the contract, Workers Compensation Insurance, including Employers Liability Coverage, in accordance with the laws of the State of Washington.
- b. General Liability - with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following coverage:
 - i. Broad Form Property Damage with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability including completed operations (Purchasers only);
 - iv. Premises - Operations Liability (M&C);
 - v. Independent Contractors and Subcontractors; and
 - vi. Blanket Contractual Liability.

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

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

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

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

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

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

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

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

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

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

16. Agents. Purchaser is required to have a person on site during all operations who is authorized to receive instructions and notices from the City. Purchaser shall inform the City in writing who is authorized to receive instructions and notices from the City, and any limits to this person's authority.

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

Clause 21 Violation of Contract
Clause 22 City Suspends Operations

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

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

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

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

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

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

23. Unauthorized Activity. Any cutting, removal, or damage of forest products by Purchaser or Purchaser's delegate or agent in a manner inconsistent with the terms of this contract or State law is unauthorized.

24. Dispute Resolution. The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the City Administrator for resolution prior to seeking other relief.
- b. The City Administrator will issue a written decision on Purchaser's request within ten (10) working days.
- c. Within ten (10) working days of receipt of the City Administrator's decision, Purchaser may make a written request for resolution to the Oak Harbor City Council.
- d. Unless otherwise agreed, a conference will be held within ten (10) working days of the receipt of Purchaser's request. Purchaser and the City Administrator will have an opportunity to present their positions. The City Council will issue a resolution within five (5) working days of the conference.

25. Compliance With All Laws. Purchaser shall comply with all statutes, regulations and laws which apply to this contract, including, but not limited to, the applicable requirements of WAC 240-15-015 (relating to prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement).

26. Venue. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Island County, WA.
27. Equipment Left on City Land. All equipment owned or in the possession of Purchaser or its delegates shall be removed from the sale area and other City land by the termination of this contract. Equipment remaining unclaimed on City land sixty (60) days after the expiration of the contract period is subject to disposition as provided by law. Purchaser shall pay to the City all costs of moving, storing and disposing of such equipment. The City shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.
28. Operating Release. Purchaser and contract administrator may agree to an operating release for this sale, or portion of this sale prior to the contract expiration, when all contract requirements pertaining to the release area, except slash disposal and payments, have been satisfactorily completed. Upon issuance of a release, Purchaser's right to cut and remove forest products on the released area will terminate.
29. Road Use Authorization. Purchaser is authorized to use City roads and those roads on which the City has acquired easements and road use permits as shown on the vicinity map. The City may authorize in writing the use of other roads subject to fees, restrictions and prior rights.
30. Pre-work Conference. Purchaser shall arrange with the contract administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the contract administrator and Purchaser before beginning any operations.
31. Preservation of Markers. Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, Purchaser shall have a licensed land surveyor re-establish them.
32. Road Use Reservation. The City shall have the right to use, without charge, all existing roads and any road constructed or reconstructed on City lands by Purchaser under this contract. The City may extend such rights to others. If the City grants such rights to others, the City shall require performance or payment, as directed by the City, for their proportionate share of maintenance based on their use.
33. Open Fires. Purchaser shall not set or allow to be set by Purchaser's employees or subcontractors any open fire at any time of the year without first obtaining permission in writing from the contract administrator.

SECTION B: PAYMENTS AND SECURITY

1. Initial Deposit. Purchaser paid Twenty Five Thousand dollars (\$25,000) initial deposit.
2. Payment for Forest Products. Purchaser agrees to pay the total contract price of two hundred and forty four thousand six hundred and seven dollars (\$244,607.00).
3. Guarantee of Payment. Purchaser will pay for forest products prior to cutting or will guarantee payment by posting an approved payment security. The amount of cash or payment security shall be equal to the total contract value.

4. Billing Procedure. The City will compute and forward to Purchaser statements of charges provided for in the contract. The payment shall be delivered to the City on or before the date shown on the billing statement.
5. Payment Account Refund. Advance payments remaining on account above the value for the charges shall be returned to Purchaser within thirty (30) days following the final report of charges. Refunds not made within the thirty (30) day period will accrue interest at a rate of twelve percent (12%) per annum computed on a daily basis until paid.
6. Performance Security. Purchaser agrees to furnish within thirty (30) days of the award date security acceptable to the City in the amount of ten thousand dollars (\$10,000) that guarantees performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Purchaser shall not operate unless performance security has been accepted by the City. If at any time the City decides that this security has become unsatisfactory, Purchaser agrees to suspend operations and, within thirty (30) days of notification, to replace the security with one acceptable to the City.
7. Performance Security Reduction. The City may reduce the performance security after an operating release has been issued if the City determines that adequate security exists for any remaining obligations of Purchaser.
8. Payment of Forest Excise Tax. Purchaser shall pay all required forest excise tax.

SECTION C: LOG DEFINITIONS AND ACCOUNTABILITY

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

SECTION D: HARVESTING OPERATIONS

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

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

2. Forest Practices Act. All operations associated with harvesting of timber shall adhere to requirements set forth in the Forest Practices Act Ch. 76.09 RCW and the requirements of the approved Forest Practices Application relating to this sale.
3. Harvesting Equipment. Forest products sold under this contract shall be yarded by all ground methods including rubber tired skidder, tractor or processor unless authority to use other equipment is granted in writing by the Contract Administrator.
4. Special Requirements.
 - a. Ground and Shovel Methods - Operations shall be suspended during periods of wet weather when rutting of skid or shovel roads begins. Slash and displaced soil shall be removed from swales and natural drainage channels concurrent with yarding.
 - b. Rubber tired skidders will be limited to areas and periods of dry soil and will be the first to be limited if rutting appears imminent.
 - c. Extreme hazard abatement. All logging generated slash on that part of the sale area within one hundred (100) feet of the running surface of Sleeper Road and SR 20 shall be removed and placed in locations approved by the Contract Administrator.
 - d. Purchaser shall secure the required burn permit and burn all slash and debris on site in accordance with permit requirements. Purchaser shall maintain excavator on site at all times between the ignition and complete extinguishment of the fire.
 - e. Operation of heavy equipment shall be limited to the hours of 6 AM until 8 PM each day. This requirement may be waived on specific days where the IFPL class 3 and higher designations have been declared by the WDNR.
5. Tops and Limbs Outside the Sale Boundary. Tops and limbs outside the sale boundary as a result of Purchaser's operation shall be removed concurrently with the yarding operation. Timber must be felled away from private property boundaries.

SECTION E: SITE PREPARATION AND PROTECTION

1. Fire Hazardous Conditions. Purchaser agrees to conduct operations including maintenance and operation of equipment in a manner to minimize the risk of fire.
2. Cessation of Operations for Low Humidity. During the "closed season" when the humidity is thirty percent (30%) or lower on the sale area, all operations must cease unless authority to continue is granted by the Island County in writing.
3. Pump Truck or Pump Trailer. Purchaser shall provide a fully functional pump truck and/or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed season" or as extended by the City and shall provide trained personnel to operate this equipment on the

sale area during all operating periods.

4. Refuse Disposal. All refuse, including petroleum products, resulting from this operation shall be removed from the sale area concurrently with the completion of each setting and shall be deposited in a disposal area approved by the contract administrator. "Refuse" as referred to in this clause does not include logging slash.

SECTION F: DAMAGES

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

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

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

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

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

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

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

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

$Interest = r \times LD \times N$

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

LD = Liquidated Damage value.

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

2. Leave Tree Excessive Damage. When Purchaser's operations exceed the damage limits set forth in

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

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

Executed by the Purchaser _____, 2015.

Purchaser

By: _____

SEAL: CITY OF OAK HARBOR

Scott Dudley, Mayor

ATTEST:

Anna Thompson, City Clerk

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

Nikki C. Esparza, City Attorney

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.h
Date: November 17, 2015
Subject: Scenic Heights Stormwater
Outfall - Professional Services
Agreement with Davido
Consulting Group, Inc.

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing the Mayor to sign a Professional Services Agreement with Davido Consulting for the scope of services described herein in for a not to exceed amount of \$15,942.00. Additionally, a motion authorizing a management reserve of \$1,594.00 (10%) to allow the City Engineer the ability to authorize minor contract changes should they occur.

BACKGROUND / SUMMARY INFORMATION

In 2005 the City hired Cane Engineering to investigate stormwater runoff issues at the Liszak property located at 2870 SW Scenic Heights St. The property owner, Ann Liszak, reported erosion to the shoreline bluff area of her property reportedly caused by runoff from a City storm drain system. The report concluded that an increase in runoff has occurred over time. It recommended the City monitor the bluff for erosion and/or modify the upland drainage facility.

Ms. Liszak recently passed and her property has been sold to Howard and Linda Earnhart. During the sale and purchase of this property, the Earnharts signed an easement with the City allowing for the construction and maintenance of the outfall.

The proposed project consists of extending the current outfall near Scenic Heights across the Earnhart's property and over the bluff to a diffuser near the shore below. Davido Consulting has significant experience designing this type of outfall on several Island County projects aimed at reducing erosion in similar cases.

Total project costs based on the attached 60% design project cost estimate are expected to be \$152,507.

The services completed to date include:

- Drainage basin determination
- Construction and permanent easement
- Local permits
- Construction easement staking
- Geotechnical Engineering Report
- Cultural Resources Report
- 60% design of stormwater system
- 60% design of construction documents

The proposed scope of services includes:

- Completion of permits
- Construction staking
- Geotechnical Engineering Report update
- Completion of stormwater system design
- Preparation of construction documents ready for bidding
- Preparation of construction cost estimates
- Assistance during bidding and construction administration

Schedule:

The schedule is highly dependent upon the permitting process and regulatory agency review time and requirements.

- Design services are planned to begin in November, 2015 and concluded by spring 2016,
- Permitting assistance is planned to begin in November, 2015 and concluded by spring 2016,
- Construction period services are anticipated between summer 2016 and winter 2016.

Discussion of funding options – Finance Director

Members of City Council have inquired into possible options of recovering the costs of Scenic Heights Stormwater Outfall Project other than through rate mechanisms charged to the stormwater ratepayer population at large. The most likely form of options might include the following:

1) System Development Fees (SDFs) – The use of system development fees structures includes the book value of previous projects built into the stormwater infrastructure system, plus other factors. SDFs are a mechanism to allocate a proportional share of the existing infrastructure to new connections to the stormwater system. While this methodology provides a linkage between system improvements and growth in the City's customer base, caution is urged depending on the manner in which the project has proceeded through the Capital Improvement Plan (CIP)/Rate Setting process. Some customers may

have already been contributed to the cost of a project through rate payments if the project is incorporated into the City's CIP, and if the rate structure incorporates a component which anticipated funding the projected through the general rate structure. Accordingly, assessing a SDF may in fact double-charge certain customers. SDFs may assign a certain portion of the project cost to future customers of the Stormwater system. The Scenic Heights Stormwater Outfall project has previously been listed in the City's Capital Improvement Plan, has been previously budgeted in the biennial budget process, and has previously been incorporated into the City's stormwater rate setting process.

2) Special Utility Zone Charge – A special utility zone charge may be appropriate if the value of the project benefits a specific target group of utility customers, and if the target population of customers is material enough to make the cost/benefit of the process feasible. Typically, projects costing in excess of \$1 million may be candidates for assessing a Special Utility Zone Charge. From a logistics perspective, Special Utility Zone Charges should be used sparingly as the process of dividing up the stormwater infrastructure system into a numerous billing zones may over complicate the rate process. Again, the Scenic Heights Stormwater Outfall project has previously been listed in the City's Capital Improvement Plan, has been previously budgeted in the biennial budget process, and has previously been incorporated into the City's stormwater rate setting process.

Due to the stormwater runoff issues as outlined in this agenda bill, the Finance Department recommends City Council's authorizing execution of this agreement in order to proceed. Discussions regarding cost recovery methodologies will be included in the City's upcoming rate study analysis.

FISCAL IMPACT

Funds Required: \$17,536.00

Appropriation Source: Stormwater Fund

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT WORKSHOPS

The Professional Services Agreement with Davido was discussed at the October 28, 2015 City Council Workshop.

PREVIOUS COUNCIL ACTIONS

On May 6, 2014, City Council authorized execution of a Professional Services Agreement with Davido Consulting for the scope of services for a not to exceed amount of \$29,364.00 along with authorization of a management reserve of \$2,936.00 (10%) to allow the City Engineer the ability to authorize minor contract changes should they occur.

ATTACHMENTS

1. [Attachment A - PSA with Davido Consulting Group, Inc. with Scope of Services](#)
2. [Attachment B - 60% Design Project Cost Estimate](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND DAVIDO CONSULTING GROUP, INC. (DCG)
FOR CONSULTANT SERVICES**

Project Name: Scenic Heights Stormwater Outfall
Contract Number: ENG-06-20A
Contract Amount: NTE \$17,536.00
Expiration Date: 12/31/2016

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of **OAK HARBOR**, a Washington State municipal corporation (“City”), and **DAVIDO CONSULTING GROUP, INC.**, a Washington **INCORPORATION** (“Consultant”).

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding the engineering design, bidding assistance, and construction support for the installation of a stormwater drainage and outfall system on Scenic Heights as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be

considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

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

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

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

III.3 TERM. The term of this Agreement shall commence on **NOVEMBER 17, 2015** and shall terminate at midnight, **DECEMBER 31, 2016**. The parties may extend the term of this Agreement by written mutual agreement.

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

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

III.6 INDEMNIFICATION / HOLD HARMLESS. Consultant shall defend, indemnify and hold the Public Entity, 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 Public Entity.

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 Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **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 Public Entity's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage 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.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

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.

d. **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 \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** Consultant shall furnish the Public Entity 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.

h. **Notice of Cancellation.** The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

j. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.7 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not

limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.8 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.9 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.10 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

III.11 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.12 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.13 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$15,942.00 plus 10% reserve contingency of \$1,594.00 for a total of \$17,536.00** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

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

ARTICLE V. GENERAL

V.1 NOTICES.

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

**ALEX WARNER, P.E.
CITY OF OAK HARBOR
865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277**

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

**QUIN CLEMENTS, P.E.
DAVIDO CONSULTING GROUP, INC.
1796 E MAIN ST #105
FREELAND, WA 98249**

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

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

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

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

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

V.5 SEVERABILITY

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

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

conform to such statutory provision.

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

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

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

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

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

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

DATED this _____ day of _____, 2015.

CITY OF OAK HARBOR

DAVIDO CONSULTING GROUP, INC.

By _____
SCOTT DUDLEY, Mayor

By _____
QUIN CLEMENTS, P.E., Principal/Vice-President

Approved as to form:

Nikki Esparza, City Attorney



November 6, 2015

Alex Warner
City of Oak Harbor Public Works – Engineering Div.
865 SE Barrington Drive
Oak Harbor, WA 98277

Re: Scenic Heights Drainage Project

David Consulting Group, Inc. (DCG) is pleased to submit a revised proposal for the project noted above. In this proposal, we have summarized the project description and DCG's scope of work based on the current project state, deliverables, assumptions, schedule, payment method and insurance.

Project Description

The proposed project is a continuation of the previously contracted project and involves permitting preparation, engineering design, and construction support for the installation of a stormwater drainage conveyance and outfall system off of SW Scenic Heights Street, just south of SW 29th Place in Oak Harbor, WA. The proposed system will extend from SW Scenic Heights Street, across portions of Parcel R13210-259-4040 and R13210-248-4030, down to Oak Harbor Bay.

Scope of Work

Engineering services will be provided as outlined in the following tasks:

Task 1 – Project Management/Admin

DCG has set aside time for Client and archaeological correspondence, team meetings and general project management. The previous amount on the expired contract had been used up; however, the revised amount reflects what is required to take the original contract project management task from the current state to project finalization.

Task 2 – Project Permitting Assistance

DCG will work with the Client to prepare all necessary shoreline, critical areas, grading, and work in the Right-of-Way related permit documents and will submit completed permits to the Client. The Client will review and submit the completed permits to the appropriate agencies to conclude the permitting assistance task. The local permits are currently at 60% completion. Preparation of the Hydraulic Project Approval for submittal to the Washington State Department of Fish and Wildlife will be completed and submitted subsequent to local permit approval. The revised amount reflects what is required to take the original contract project permitting tasks from the current state to project finalization.

Task 3 – Project Surveying

The previously contracted scope and deliverables have been completed. Construction staking was not part of the original contract; however, it will likely be part of completing the project and the revised amount reflects what is required to coordinate construction staking with the project surveyor.

Task 4 – Geotechnical Engineering

The previously contracted scope and deliverables have been completed. Additional review of the final outfall alignment will need to be completed and the revised amount reflects what is required to coordinate geotechnical review of the final alignment by the project geotechnical consultant.

Mount Vernon Office
2124 Riverside Drive, Suite 211
Mount Vernon, WA 98273
Tel 360.899.1110

Lake Forest Park Office
15029 Bothell Way NE, Suite 600 PO Box 1132
Lake Forest Park, WA 98155
Tel 206.523.0024

Whidbey Island Office
Freeland, WA 98249
Tel 360.331.4131

Task 5 – Stormwater System Design

DCG has prepared a 60% design memorandum to outline design parameters and facility sizing requirements. The revised amount reflects what is required to take the original contract system design task from the current state to project finalization.

Task 6 – Civil Plan Preparation

DCG has prepared a 60% TESC, clearing, grading, and drainage plans to meet City of Oak Harbor design standards. Further deliverables will include a 90% plan set for review followed by a 100% construction plan set. In addition, DCG will complete project specifications, including integrating any archaeological requirements, and will prepare a bid manual for project bidding. The revised amount reflects what is required to take the original contract civil plan preparation task from the current state to project finalization.

Task 7 – Construction Cost Estimate

DCG has prepared a 60% construction cost estimate for project budgeting and for use during the bidding process. The revised amount reflects what is required to take the original contract construction cost estimate task from the current state to project finalization.

Task 8 – Project Bid Phase

DCG has budgeted time to assist the City during project bidding. Bid phase services will include assistance with resolving contractor's questions and assistance with Addendum preparation as needed. Task 8 from the original contract has not been started.

Task 9 – Construction Phase Assistance

Following project award, DCG will provide construction support to ensure drainage system construction is completed per plan, permit and City of Oak Harbor standards. Upon construction completion, DCG will assist with the completion of an as-built plan set for City of Oak Harbor records. Task 9 from the original contract has not been started.

Deliverables

DCG will provide the following deliverables:

Description	Copies	Description/Format/Size
Project Permit Documents	As Necessary	Permit Agency
Storm Drainage Design Memorandum	As Necessary	8-1/2"x11" report format (Word)
TESC, Clearing, Grading, Drainage & Outfall Plan	As Necessary	22"x34" AutoCAD format on Bond
Construction Cost Estimate	As Necessary	8-1/2"x11" Excel spreadsheet
Project Bid Manual	As Necessary	8-1/2"x11" City of Oak Harbor format
Project Specifications	As Necessary	8-1/2"x11" WSDOT format
Project Bid Tabulation	As Necessary	8-1/2"x11" Excel spreadsheet
Record Drawings	As Necessary	22"x34" AutoCAD format on Bond

Assumptions

This proposal assumes the following:

1. All pertinent site information/reports will be provided to DCG upon request.
2. An electronic version of the site survey in AutoCAD format will be provided upon request.
3. All project related permit/review fees will be paid by the Client.
4. An estimate has been provided for surveying services. The cost of construction staking services may be added by the Client; however, it is not included in this current scope.
5. Any additional services required and approved by the Client will be billed at the hourly rates specified in the Engineering Services Estimate. No additional work will be completed without prior Client approval.

Alex Warner
November 6, 2015

Schedule

DCG will continue work on this project immediately following notice to proceed. A specific project schedule to move forward from the current project state will be developed with the Client following formal City of Oak Harbor project approval.

Payment of Fees

The cost of work shall be on a time and expense basis per Attachment A, our engineering services estimate spreadsheet. In summary, our labor fees and expenses are calculated at a maximum of Fifteen Thousand Nine Hundred and Forty Two Dollars (\$15,942.00) not including estimates for any outside additional surveying and geotechnical consulting services required to take the original contract project from the current state to project finalization.

Insurance

DCG agrees that it now carries, and will continue to carry during the performance of this Contract, the applicable insurance policies indicated below with limits not less than those specified. Any insurance on a "claims made" basis shall be maintained for at least one year after completion of the Work.

(1) General Liability	\$1,000,000	(2) Automobile Liability	\$1,000,000
	per occurrence		per occurrence
	\$2,000,000	(3) Professional Liability	\$1,000,000
	general aggregate		per occurrence

Conclusion

We appreciate the opportunity and look forward to working with you towards the successful completion of the project. Please do not hesitate to contact us if you have any questions.

Sincerely,
Davido Consulting Group, Inc.



Danny Ochoa, P.E.
Project Engineer

DAVIDO CONSULTING GROUP, INC.
PROFESSIONAL ENGINEERING SERVICES ESTIMATE - Civil Engineering Services

Project: Scenic Heights Drainage Project
Client: City of Oak Harbor
DCG PM: Quin Clements

TASK NO.	TASK DESCRIPTION	Notes	LABOR CATEGORIES					TOTAL HOURS	TOTAL FOR EACH TASK
			PRINCIPAL ENGINEER	ENGINEER CIVIL IV	ENGINEER CAD/TECH V	GEOTECH ENGINEER	PROJECT SURVEYOR		
1	Project Management/Admin		1	4				5	\$662.00
2	Project Permitting Assistance	1							
2a	Prepare City Shoreline Substantial Development, Critical Area, & SEPA Checklist							0	\$0.00
2b	Prepare City Grading Permit							0	\$0.00
2c	Prepare City/County Right of Way Permit							0	\$0.00
2d	Prepare WA State Dept. of Fish & Wildlife Hydraulic Project Approval		2	4				6	\$832.00
3	Surveying	2							
3a	Construction Staking	3		1	1		\$ 3,120.00	2	\$3,368.00
4	Geotechnical Engineering	4				\$ 2,100.00			\$2,100.00
4a	Revised Geotechnical Engineering Report			1	1			2	\$248.00
5	Stormwater System Design								
5a	Prepare Basin Delineation							0	\$0.00
5b	Prepare Hydrologic/Hydraulic Model - Stormwater System Design							0	\$0.00
5c	Prepare Project Storm Drainage Design Memorandum		1	4				5	\$662.00
6	Civil Plan Preparation								
6a	Prepare Temporary Erosion & Sediment Control Plan							0	\$0.00
6b	Prepare 60% Drainage & Outfall Plan Set							0	\$0.00
6c	Prepare 90% Drainage & Outfall Plan Set		1	2	6			9	\$1,166.00
6d	Prepare Final Construction Plan Set		1	2	2			5	\$666.00
6e	Prepare Project Specifications/Bid Manual		4	10				14	\$1,910.00
7	Construction Cost Estimate								
7a	Finalize Construction Cost Estimate		1	2	2			5	\$666.00
8	Project Bid Phase								
8a	Provide Project Bid Phase Assistance		2	4				6	\$832.00
9	Construction Phase Assistance								
9a	Provide Construction Phase Assistance		4	8				12	\$1,664.00
9b	Prepare Record Drawings		1	2	4			7	\$916.00
TOTAL ESTIMATED HOURS BY LABOR CATEGORY			18	44	16	LS	LS	78	\$15,692.00
HOURLY RATE			\$170.00	\$123.00	\$125.00	LS	LS		
TOTAL ESTIMATED CHARGES BY LABOR CATEGORY			\$3,060.00	\$5,412.00	\$2,000.00	\$2,100.00	\$3,120.00		

Notes:

- All permits will be delivered to the City of Oak Harbor Engineering Division for submittal to the appropriate permit agency.
- A electronic copy of the site topographic survey will be provided for use in the preparation of the site civil plans.
- Surveying services will include preparation of all required utility easement legal descriptions which will be delivered to City for final easement document preparation.
- Anchor block design & setback recommendations will be provided by project geotechnical engineer.

Expenses (reproduction, plots, etc.): Cost + 10%
Mileage: \$0.565 per mile

ESTIMATED TOTAL LABOR: \$15,692.00
ESTIMATED EXPENSES & MILEAGE: \$250.00
ESTIMATED TOTAL FEES & EXPENSES: \$15,942.00

SCENIC HEIGHTS OUTFALL

Nov-15

Project Cost Estimate @ 60% Design

NO.	WSDOT		ITEM	UNIT	QUANTITY	Engineers Estimate	
	Spec	Section				UNIT COST	TOTAL COST
1	1-09.7		Mobilization	LS	1.00	\$ 7,500.00	\$ 7,500.00
2	1-10.5(1)		Temporary Traffic Control	LS	1.00	\$ 5,000.00	\$ 5,000.00
3	2-01.5		Clearing & Grubbing	LS	1.00	\$ 10,000.00	\$ 10,000.00
4	2-02.5		Removal of Pavement	SY	82.00	\$ 10.00	\$ 820.00
5	2-03.5		Ditch Excavation Incl. Haul	CY	14.00	\$ 50.00	\$ 700.00
6	2-03.5		Gravel Borrow Incl. Haul	CY	12.00	\$ 50.00	\$ 600.00
7	2-09.5		Controlled Density Fill	CY	46.00	\$ 192.00	\$ 8,832.00
8	2-11.15		Trimming and Clenaup	LS	1.00	\$ 1,500.00	\$ 1,500.00
9	2-12.5		Construction Geotextile For Bluff Pillow	SY	9.00	\$ 5.00	\$ 45.00
10	5-04.5		HMA 1/2" Class B (Roadway Patch)	TON	1.00	\$ 500.00	\$ 500.00
11	7-01.5		Connect Existing 4" PVC Downspout Pipe	EA	2.00	\$ 1,000.00	\$ 2,000.00
12	7-01.5		HDPE SDR 26 Storm Sewer Pipe 12 In.	LF	206.00	\$ 50.00	\$ 10,300.00
13	7-01.5		HDPE SDR 26 Storm Sewer Pipe 12 In. for Diffuser Tee	LF	6.00	\$ 50.00	\$ 300.00
14	7-01.5		Solid Wall CPEP Storm Sewer Pipe 12 In.	LF	250.00	\$ 35.00	\$ 8,750.00
15	7-01.5		Solid Wall CPEP Storm Sewer Pipe 14 In.	LF	52.00	\$ 40.00	\$ 2,080.00
16	7-05.5		Catch Basin, Type 1	EA	2.00	\$ 1,300.00	\$ 2,600.00
17	7-05.5		Catch Basin, Type 2	EA	1.00	\$ 3,200.00	\$ 3,200.00
18	SP7-06.5		14" Inlet w/Trashrack	EA	2.00	\$ 500.00	\$ 1,000.00
19	SP7-06.5		Cement Concrete For Anchor Block	CY	2.00	\$ 65.00	\$ 130.00
20	7-09.5		Bank Run Gravel For Bluff Pillow	CY	3.00	\$ 30.00	\$ 90.00
21	7-09.5		Bank Run Gravel For Trench Backfill	CY	97.00	\$ 30.00	\$ 2,910.00
22	8-01.5		Inlet Protection	EA	2.00	\$ 300.00	\$ 600.00
23	8-01.5		Seeding & Fertilizing by Hand	SY	194.00	\$ 7.00	\$ 1,358.00
24	8-01.5		Silt Fencing	LF	144.00	\$ 5.00	\$ 720.00
25	8-01.5		Straw Wattles	LF	60.00	\$ 5.00	\$ 300.00
26	8-02.5		Topsoil	CY	20.00	\$ 60.00	\$ 1,200.00
27	8-06.5		Cement Concrete Driveway Replacement	SY	9.00	\$ 100.00	\$ 900.00
28	8-15.5		Riprap For Diffuser Tee Pad	CY	4.00	\$ 250.00	\$ 1,000.00
<hr/>							
Subtotal							\$ 74,935.00
Tax (8.70%)							\$ 6,519.35
Contingency (20%)							\$ 14,987.00
Subtotal for Construction							\$ 96,441.35
Archaeology (Equinox Research & Consulting International)							\$ 3,326.69
Geotech Report (Geo-Engineers)							\$ 5,594.50
Property Line Adjustment (Fakkema & Kingma)							\$ 11,503.49
Easement and Construction Staking (Frazier)							\$ 6,870.00
Design, Permitting, and Construction Management (Davido)							\$ 28,770.93
Subtotal for Overhead							\$ 56,065.61
Total Project Cost							\$ 152,506.95

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.i
Date: November 17, 2015
Subject: Purchase authorization- Altima
Replacement

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion to authorize the purchase of a replacement vehicle for the Nissan Altima that was totaled in July of this year from Oak Harbor Motors in the amount not to exceed \$15,000.00.

BACKGROUND / SUMMARY INFORMATION

In July of this year, the City's Nissan Altima was totaled in an accident. The insurance claim was submitted and funds have been received in the amount of \$9,332.02. The additional funds needed are available in the Equipment Rental Replacement fund.

Staff has researched and received multiple quotes for used vehicle and has decided on a suitable replacement that will fulfill the needs of the department that operates this vehicle.

Therefore, staff is proposing to spend up to \$15,000.00 for a used vehicle from Oak Harbor Motors.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bill No. C/A 4.j
Date: November 17, 2015
Subject: Capital Surplus List 2015

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion to approve the surplus list and to authorize the disposal of obsolete equipment.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

Each year the City Council declares a list of certain obsolete equipment items as surplus and approves the list for disposal, as the equipment has been determined to no longer be of practical use to the City.

The Finance and Public Works Departments have worked together conducting a physical inventory to ensure that these assets no longer exist and/or can be removed from our fixed asset inventory and disposed of properly.

A list of the surplus items has been attached for your review.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Capital Surplus List 2015](#)

SURPLUS LIST 2015

<u>ITEM</u>	<u>DEPARTMENT</u>
1. MSA-Pro Check-self-contained breathing apparatus	FIRE
2. F.R.E.D-forensic unit	POLICE
3. Live Scan-fingerprint machine	POLICE

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

Bill No. C/A 4.k
Date: November 17, 2015
Subject: Amendment to PWTF Loan
PC12-951-048

FROM: Dr. Doug Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize City Administrator to sign amendment to PWTF Loan PC12-951-048

BACKGROUND / SUMMARY INFORMATION

The City was previously awarded a Public Works Trust Fund (PWTF) Loan PC12-951-048, in the amount of \$1.6 million, to assist in financing the 42" Storm Water Outfall Project. Due to the project coming in under the original cost estimates, only \$985,584 of the loan award was required.

The original loan documents stipulated that the City make a matching payment on the project of \$286,116 equaling a 15% match contribution on the total estimated project cost of \$1,907,427. With the actual project cost coming in at \$1,174,962, the City's required matching portion is actually \$176,244. Because of this difference, the loan agreement needs to be amended to allow flexibility in determining the final matching contribution amount. Rather than amending the agreement to state a specific dollar amount, the Department of Commerce and the City of Oak Harbor have agreed to modify the language to simply state that the City will ensure that a matching portion of 15% will be made based on the final project actual cost.

Accordingly, the proposed amendment simplifies the loan agreement language in this manner.

LEGAL AUTHORITY

FISCAL IMPACT

There is no fiscal impact resulting from the proposed action.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Proposed PWTF Loan PC12-951-048 Amendment](#)

AMENDMENT DECLARATIONS

CLIENT INFORMATION

Legal Name:	City of Oak Harbor
Loan Number:	PC12-951-048
State Wide Vendor Number:	SWV0019248-00

PROJECT INFORMATION

Project Title:	42-Inch Outfall Reconstruction Project
Project City:	Oak Harbor
Project State:	Washington
Project Zip Code:	98277

LOAN INFORMATION

Loan Amount:	\$ 1,600,000.00
Loan Term:	20
Interest Rate:	0.50%
Payment Month:	June
Earliest Date for Construction Reimbursement:	
Time of Performance:	60 months from Contract execution date to Project Completion date.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

N/A

AMENDMENT FACE SHEET

Loan Number: PC12-951-048

Amendment Number: B

Washington State Department of Commerce

PUBLIC WORKS BOARD

1. Contractor City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98277		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$ 1,600,000.00	6. Amendment Amount N/A	7. New Contract Amount \$ 1,600,000.00	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date Amendment Execution Date	10. Amendment End Date June 1, 2031
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to revise Section 1.9 Local Matching Share and Eligible Project Costs of the Loan. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Agreement/Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Agreement/Contract to the "Agreement" or the "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ This 28 th Day of October 2015 Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

Washington State Department of Commerce

PUBLIC WORKS BOARD

Contractor/Borrower: City of Oak Harbor
Contract Number: PC12-951-048
Amendment Number: B

The purpose of this amendment is to revise **Section 1.9 Local Matching Share and Eligible Project Costs** of the above referenced Contract Number.

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed above and on the attached Face Sheet, agree to amend the declared loan as described below.

Section 1.9 Local Matching Share and Eligible Project Costs is amended to delete the original declared **Section 1.9** and replace it with the **Section 1.9 Local Matching Share and Eligible Project Costs** as identified below. **Section 1.9 Local Matching Share and Eligible Project Costs** where referenced in the Contract's Special Terms and Conditions section, shall refer to this amended text.

Section 1.9 Local Matching Share and Eligible Project Costs is hereby amended to read as follows:

The Contractor pledges to use an amount of matching funds as local project share of not less than 15% applied to the total eligible portion of the project cost as identified in ATTACHMENT I: SCOPE OF WORK. State and federal grants are not considered local matching funds. Expenditures on eligible project activities incurred up to twelve (12) months prior to the execution of this Contract may be used as match for local project share.

The amount of local funds used for the project will be verified and the percentage that this figure represents of the total project cost will be calculated at project completion. If and to the extent the actual percentage of local match exceeds the proposed match percentage, the loan amount and/or the interest rate charged may be adjusted. At a minimum, the match provided cannot be less than the original percentage of match pledged at the time of contract execution. The interest rate adjustment will apply to the remaining payments beginning the fiscal year of project completion. The Contractor agrees to execute the Project Completion Amendment as an amendment to this Contract adjusting the loan amount or interest rate, as appropriate.

Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in ATTACHMENT I: SCOPE OF WORK. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after September 1, 2010, and which are not counted as local share, are eligible for reimbursement under this Contract.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Program loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

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

Bill No. 5.a.i
Date: November 17, 2015
Subject: Clean Water Facility Update by
City Staff

FROM: Cathy Rosen, Director of Public Works

FROM: Joe Stowell, City Engineer

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

None.

BACKGROUND / SUMMARY INFORMATION

Staff provides a report on the progress of the Clean Water Facility Project at each Regular Council Meeting.

LEGAL AUTHORITY

Requested by City Council.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [11/17/2015 Report for Clean Water Facility](#)

City of Oak Harbor
**Clean Water
 Facility Project**



CITY COUNCIL PROJECT UPDATE – November 17, 2015

The following is a snapshot of project activities and milestones, as well as anticipated upcoming activities and risks being monitored for the Oak Harbor Clean Water Facility Project. These updates are provided to City Council on a bi-weekly basis.

RECENT ACTIVITIES AND MILESTONES (PREVIOUS TWO WEEKS)

- Subcontractor work on the new outfall has been completed.
- Mobilization for Site Preparation Package B has begun.
- Site Preparation Package C is being advertised.
- Design team making progress toward December 15th presentation of a larger community room.

ANTICIPATED/UPCOMING ACTIVITIES AND MILESTONES (NEXT SIX WEEKS)

- November 17th - Groundbreaking ceremony scheduled for 3pm at Clean Water Facility
- November – Recruit CAG members for Windjammer Park Integration Plan
- November/December – Winter project newsletter
- December 10th – Bid Opening for Site Preparation Package C (Micropiles)
- December 15th - Further information on the community room will be presented at the City Council Meeting.
- 90% Design is expected to begin this month with an anticipated completion in March.

DESIGN STATUS

Item	Description	Progress %
Facility Design	Carollo Engineers have submitted 60% design drawings and are proceeding with the 90% documents.	60%
Site Preparation Package B	The design for the deep excavation package is complete. Construction has begun.	completed
Site Preparation Package C	Site Prep C is out for bid with an anticipated bid opening of December 10 th and award on January 5 th pending permit acquisition.	completed

PERMIT ACQUISITIONS STATUS

Pending Permits	Description
<ul style="list-style-type: none"> • Boundary Line Adjustment • Foundation permit • Site Plan Amendment 	<ul style="list-style-type: none"> • Application has been submitted. • Site Prep C – Micropiles – requires a foundation permit • Once a determination has been made on the community room, the design team needs to revise the site plan submittal to reflect Concept B and the decision on the community room.

CONSTRUCTION STATUS

Item	Description	Estimated Completion
GMP #2 (Outfall Construction)	The subcontractor has completed their work. We are currently finalizing the paperwork for this phase of work.	December 2015
GMP #3 (Site Preparation A)	The subcontractor has completed their work and the contract is being closed out.	November 2015
GMP #4 (Site Preparation B)	Construction activities have begun	May 2016

COST AND FUNDING STATUS

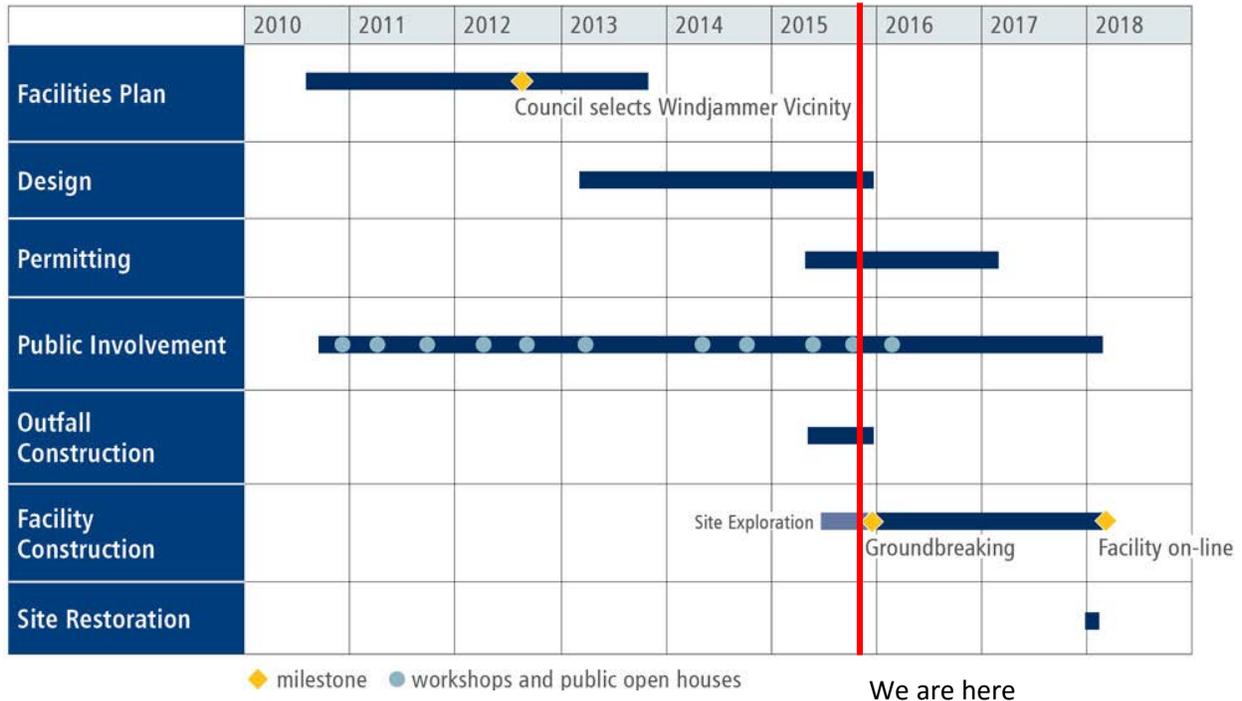
Major Cost Item	Cost Estimate	Description
GMP #1 (MBR/UV)	\$2,775,455.58 (includes sales tax)	Awarded by City Council on 12/2/2014 Includes Membrane Bioreactor and Ultra Violet Disinfection equipment procurement and design support. Does not include installation costs.
GMP #2 (Outfall)	\$2,164,488 (includes sales tax)	Awarded by City Council on 4/21/15 Construction of a new outfall from approximately the waterfront trail out into Oak Harbor Bay.
GMP #3 (Site Prep A)	\$908,872 (includes sales tax)	Approved by City Council 6/16/15. Preliminary site excavation and archaeological investigation. Preliminary results indicate this work will come in under budget or be delayed until Site Preparation Package B.
GMP #4 (Site Prep B)	\$5,109,549 (includes sales tax)	Site Preparation Package B will include utility relocates, minor demolition at the existing RBC Plant, stone column installation, sheet pile installation and deep excavation. City Council approved GMP #4 on October 20. .
Overall Project	TBD	60% design documents have been received by the City. Carollo and Hoffman completed cost estimates. Staff presented the updated cost estimate to City Council at a workshop on September 30th with options regarding biosolids handling and including a community/training room. 90% Design is expected to begin in October.
GMP #5 (Biosolids Dryer)	\$2,028,222	Bio-solids handling options were presented to City Council at a Special Workshop held on September 30 th . A Resolution and GMP #5 regarding a biosolids dryer were approved at the October 20 th City Council Meeting.
Community Room	TBD	Cost estimates and funding for the community room were presented with the 60% cost estimate on September 30 th and . The community room was discussed at the October 20 th City Council meeting. Council directed staff to explore a larger facility and report back on December 15 th .

Funding: Pending	Description
2016 CWSRF – WWTP Construction	The City has been allocated \$15,631,311 at a reduced interest rate of 1.9% for 20 years and an additional \$463,154 forgivable principal for hardship and green project reserve. An additional \$4,586,846 in Centennial Grant was also offered. The 2016 CWSRF agreement is currently being drafted.
2017 CWSRF - WWTP Construction	Application for 2017 CWSRF funding was submitted October 16, 2015.
Department of Commerce Grant	Finalizing agreement for \$2,500,000 grant from the Governors Capital Improvement Program.
Bond Anticipation Note	Staff is taking the necessary steps to secure interim financing through US Bank to bridge the gap between CWSRF reimbursements and the issuance of revenue bonds. We are anticipating a \$10,000,000 short term loan (6 months) at 0.64% interest.
Bonds	The City's financial advisor for the project, PFM, presented options for issuing bonds for the new Clean Water Facility at the September 30 th City Council Special Workshop. The City is reviewing our funding options with regards to CWSRF vs. Bonds to develop the most advantageous funding program for the project. The goal is to reduce the overall burden on the rate payers. City staff initiated preparation of POS statement necessary to issue revenue bonds.
Rates	HDR presented potential rate impacts of the new Clean Water Facility to City Council at a Special Workshop held September 30 th . Staff is currently reviewing the impacts of the funding sources listed above, current bond rates and the estimated cost of the project to determine how the project rates might be impacted by the construction cost increases and lower financing rates.
Funding: In hand	Description
2015 CWSRF – Outfall Design and Construction	The City has received \$3,200,000 in low interest loans from DOE for design and construction of the new outfall for the wastewater treatment plant. The loan is for 20 years at 2.7% interest.
2015 CWSRF – WWTP Design	The City has received \$8,260,000 in low interest loans for design of the new wastewater treatment plant. The loan is for 20 years at 2.7% interest.
Reserves	The sewer fund has been accumulating reserves that have been earmarked for this project.

COMMUNICATIONS AND OUTREACH STATUS

Upcoming activities or In-Progress activities	Description
Project communications plan	With initiation of the Site Prep B portion of the project, the project team will be upgrading the Good Neighbor Plan.
Windjammer Park Integration Plan	An amendment to Carollo Engineer's contract on October 20 th includes development of the Windjammer Park Integration Plan. Staff is initiating activities in early November and will present a work plan to Council in mid-December.
Ground breaking Ceremony	A groundbreaking ceremony is scheduled for November 17 th at 3:00pm at the project site.

PROJECT SCHEDULE



PROJECT CONTACT INFORMATION

Web

www.oakharborcleanwater.org

Email

treatmentplant@oakharbor.org

General phone (24-hour)

360-914-7000

Mall

City of Oak Harbor
 865 SE Barrington Drive
 Oak Harbor, Washington 98277

Project team contact information

Joe Stowell, P.E., City Engineer
[360-720-8796](tel:360-720-8796)
jstowell@oakharbor.org

Brett Arvidson P.E., Project Engineer
[360-914-7987](tel:360-914-7987)
barvidson@oakharbor.org

City of Oak Harbor
City Council Agenda Bill

Bill No. 6.a
Date: November 17, 2015
Subject: 2016 Property Tax Levy -
Ordinance Numbers 1747 and
1748

FROM: Dr. Doug Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

- 1) Hold public hearing to discuss 2016 revenues and proposed levy Ordinances
- 2) Adopt Ordinance No. 1747
- 3) Adopt Ordinance No. 1748

BACKGROUND / SUMMARY INFORMATION

Under RCW 84.55, the City of Oak Harbor is required to address its annual property tax levy. After holding a public hearing on projected 2016 revenues, the City must adopt by Ordinance any proposed change its regular property tax levy.

The City may make a base adjustment to its regular property tax levy in an amount equal to the lower of 1% or the rate of inflation. Inflation is evidenced by the change in the for the twelve month period ending July 2015 as measured by the change in the implicit price deflator (IPD) published by the Bureau of Economic Analysis. For 2016, the change is calculated as .251 percent (.251%).

With the IPD being below one percent, the process for establishing the City's regular levy is somewhat complicated. In years, such as 2016, where the rate of inflation as evidenced by the IPD is less than one percent, the City is authorized to make an adjustment to the 1% limit if a finding of substantial needed is made by City Council. Accordingly, City Council, after holding a public hearing, has the following options when considering an increase in the regular property tax levy for 2016:

1) Make no change. This action would require one ordinance (Ordinance No. 1747) stating the City has addressed this issue and is leaving the regular property tax levy at the same dollar amount as 2015. There would be no increase in revenues from this action. The City would be required to cut approximately \$40,000 from the 2016 General Fund budget.

2) Increase the regular levy by the .251% IPD increase. This action would require one ordinance

(Ordinance No. 1747) increasing the levy by the .251% levy factor. This would be an increase in revenues of approximately \$10,194.74 from this action. Even so, the City would be required to cut approximately \$29,800 from the General Fund budget.

3) Increase the regular property tax levy by the .251% IPD increase and, after making a finding of substantial need, increase the regular property tax levy to the allowable 1%. This action would require two ordinances: 1) Ordinance No. 1747 to increase the regular levy .251%, and 2) Ordinance 1748 showing a finding of substantial need and authorizing an increase in the levy up to 1%. The combination of these two actions would increase revenues approximately \$40,000.

4) Increase the regular levy by the .251% IPD increase and, after making a finding of substantial need, "bank" the remaining .749% in tax capacity to be used by a City Council at a date to be determined should the City find a future substantial need. This action would be identical to 3) above, however additional language would be added to Ordinance No. 1748 reflecting City Council's intention to bank the excess capacity. City staff would then notify the County through the County's levy certification process to bank the .749%. The combination of this action would increase revenues by \$10,194.74. No taxes would be collected from the public for the bank portion. The City would be required to cut approximately \$29,800 from the 2016 General Fund budget.

The 2015-2016 Biennial budget adopted by City Council incorporates a 1% increase for both 2015 and 2016. Accordingly, the staff recommendation is to adopt both Ordinance as outlined in option 3) above.

LEGAL AUTHORITY

Per RCW 84.55, the City of Oak Harbor is required to address its annual property tax levy. Under current law, the City may levy taxes in an amount no more than the limit factor multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property.

FISCAL IMPACT

The possible fiscal impacts of this action is outlined in the summary statement above.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Ordinance Nos. 1747 and 1748](#)
2. [Department of Revenue Document on Property Tax Levies.](#)
3. [2015 Island County Levy Calculation for Oak Harbor](#)

ORDINANCE NO. 1747

AN ORDINANCE TO INCREASE BY \$10,194.74 THE AMOUNT TO BE RAISED BY AD VALOREM TAXES FOR THE 2016 PROPERTY TAX LEVY WHICH REPRESENTS A .251% INCREASE OVER THE ACTUAL LEVY ASSESSED IN 2015.

WHEREAS, proper public notice of this ordinance and the related public hearing was given in the Whidbey News Times on November 7, 2015, and

WHEREAS, a public hearing was held November 17, 2015, to consider the City of Oak Harbor's Current Expense budget for the Year 2016; and

WHEREAS, RCW 84.55.010 provides that a taxing jurisdiction may levy taxes in an amount no more than the limit factor multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property;

WHEREAS, under one provision of RCW 84.55.005(2)(c), the limit factor for the City of Oak Harbor, a taxing jurisdiction with a population of over 10,000, is the lesser of 101 percent or 100 percent plus inflation;

WHEREAS, RCW 84.55.005(1) defines "inflation" as the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce in September of the year before the taxes are payable;

WHEREAS, inflation as evidenced by the change in the for the twelve month period ending July 2015 as measured by the change in the implicit price deflator (IPD) is .251 percent (.251%) except for the amounts resulting under-utilized levy capacity, from new construction and improvements to property, new annexations, newly constructed wind turbines, and any increase in the value of state-assessed utility property;

WHEREAS, however a second provision is included in RCW 84.55.0101 for use of a finding of substantial need should the city desire to implement a limit factor of up to 101 percent by a majority plus one vote of the City Council.

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Oak Harbor requires an increase in property tax revenue from the previous year, in order to discharge the expected expenses and obligations of the City of Oak Harbor.

WHEREAS, the City Council has further determined that in order to discharge the expected expenses and obligations of the Current Expense budget for 2016, the ad valorem taxes for the 2016 tax levy shall be increased by an amount of .251 percent (.251%) equaling 100.251% of the property tax assessment that could have been received during the previous year. This increase is exclusive of any additional revenues received from under-utilized levy capacity, from the addition of new construction, improvements to property, any annexations that have occurred, newly constructed wind turbines, and from any increase in the value of state-assessed property.

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

Section One: An increase in the regular property tax levy is hereby authorized for the levy to be collected in 2016 tax year. The dollar amount of the increase over the actual levy amount of the previous year shall be \$10,194.74, which is a percentage increase of .251 percent (.251%) from the previous year. This increase is exclusive of any additional revenues received from under-utilized levy capacity, from the addition of new construction, from improvements to property, any annexations that have occurred and refunds made, from newly constructed wind turbines, and from any increase in the value of state-assessed property. The total regular property taxes will be budgeted at \$4,264,000.00 for 2016.

Section Two: The City Clerk shall file a certified copy of this ordinance with the Island County Auditor.

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 take effect five days after publication as provided by law.

Passed by no less than a majority plus one vote of the City Council this 17th day of November, 2015.

Approved by the Mayor this 17th day of November, 2015.

THE CITY OF OAK HARBOR

Scott Dudley, Mayor

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney, as to form

Published: _____

ORDINANCE NO. 1748

AN ORDINANCE MAKING A DECLARATION OF SUBSTANTIAL NEED FOR THE ALLOWABLE ONE PERCENT (1%) INCREASE IN THE CITY OF OAK HARBOR'S REGULAR TAX LEVY FOR 2016.

WHEREAS, the City Council of the City of Oak Harbor has met and considered its budget for the calendar year 2016, and

WHEREAS, inflation as evidenced by the change in the for the twelve month period ending July 2015 as measured by the change in the implicit price deflator (IPD) is .251 percent (.251%) except for the amounts resulting under-utilized levy capacity, from new construction and improvements to property, new annexations, newly constructed wind turbines, and any increase in the value of state-assessed utility property;

WHEREAS, RCW 84.55.0101 provides for use of a limit factor of 101 percent or less with a finding of substantial need by a majority plus one vote of council members;

WHEREAS, the City Council of the City of Oak Harbor has determined that a finding is made of substantial need under RCW 84.55.0101, which authorizes the use of a limit factor of 101 percent for the property tax levy for 2016, and is hereby declared for the following reasons:

- ◆ The 2016 biennial budget includes an increase in the General Fund #001 subsidy to the Senior Services Fund #129 includes in the amount of \$13,000 which is a cost over and above the rate of inflation. This subsidy is needed to support the existing level of operations and services provided at the Senior Center due to the decline in the previous level of financial support from Island County.
- ◆ The 2016-2021 Capital Improvement Plan (CPI) includes a provision for the City to initiate a dedicated effort to inventorying and paving those street infrastructures within the City in critical need of repair. The CIP designates approximately \$1.72 million in proposed projects to address critically needed overlays.
- ◆ The 2016 Biennial Budget includes an increase in the increase Police Department budget in the amount of \$229,818, representing an increase of 4.54% in the operations of both the police and jail divisions. The increase reflects increase costs in technology, medical costs, and post-retirement medical benefits for LEOFF I retirees.
- ◆ The 2016 budget includes an increase in the Judiciary Department of the General Fund #001 in an approximate amount of \$150,000 per year. This increase is due to increases passed on to the City through its interlocal agreement with Island County for the provision of municipal court services, with a significant amount of the increase due to the impacts of the Mount Vernon/Burlington court case which now require all cities in Washington to enhance public defender services. This impact significantly raises the cost of public defense services provided by the City.
- ◆ The 2015-2016 Biennial Budget reflects a \$84,117 increase in the 2016 Fire Department budget, representing a 4.3% increase over the previous year. This increase is required for the Fire Department to maintain its public safety services at the existing level. As has been discussed with City Council, the Fire Department is recommending the construction and staffing of a second fire station on the west side of the City in order to improve response times to emergency calls in this area. While the City is currently working to develop a strategic plan for fire service, the projected cost of a second station is significant, and will require the City to ensure its property tax revenue stream meets or exceeds the rate of inflation in order to provide funding for this project.

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

Section One: Section 1. That the limit factor for the tax year 2016 shall be one percent (1%).

Section Two: The City Clerk shall file a certified copy of this ordinance with the Island County Auditor.

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 take effect five days after publication as provided by law.

Passed by no less than a majority plus one vote of the City Council this 17th day of November, 2015.

Approved by the Mayor this 17th day of November, 2015.

THE CITY OF OAK HARBOR

Scott Dudley, Mayor

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

Published: _____

Resolution/Ordinance Procedures for Increasing Property Tax Revenue

AUGUST 2010

Taxing Districts with a Population of Less Than 10,000

- By adopting a resolution/ordinance, the district is allowed to increase its budget by up to one percent from the highest lawful levy since 1985.
- The resolution/ordinance must specifically state the increase (not the budget amount) in terms of both dollars and percentage.
- It may cover a period of up to two years, but it must specifically state for each year the dollar and percentage change from the previous year.
- Prior to the resolution's/ordinance's adoption, each taxing district must hold a public hearing to discuss the following year's current expense budget. The hearing must include discussion on the possibility of an increase in property tax revenues.
- The governing board of the taxing district must approve the resolution/ordinance by a majority vote of the board.
- Send a copy of the resolution to the County Assessor.

Taxing Districts with a Population of 10,000 or More

- By adopting a resolution/ordinance, the district is allowed to increase its budget by up to the Implicit Price Deflator (IPD) or one percent, whichever is lower, from the highest lawful levy since 1985. The resolution/ordinance must be approved by a majority of the governing board.
- In the case that the IPD is less than one percent, to raise the levy to one percent or to bank excess levy capacity, a second resolution/ordinance must be adopted.
- If the governing board has four members or less, the resolution/ordinance must be approved by two-thirds of the board. If the board has more than four members, a majority plus one vote is required.
- The first resolution/ordinance must specifically state the increase in terms of both dollars and percentage. The second must state the substantial need and the percentage increase.
- The first resolution may cover a period of up to two years, but it must specifically state for each year the dollar and percentage change from the previous year.
- Prior to the resolution's/ordinance's adoption, each taxing district must hold a public hearing to discuss the following year's current expense budget. The hearing must include discussion on the possibility of an increase in property tax revenues.
- Send a copy of both (if applicable) resolutions/ordinances to the County Assessor.



General Budget Procedures Requirements for Budget Certification

- Each taxing district is required to hold a public hearing on revenue sources for the district's following year's current expense budget prior to the time the taxing district levies the taxes or makes the request to have the taxes levied.
- Each governing board's chair, clerk, or secretary must file the certified budget or estimate with the clerk of the county's governing board on or before November 30th.

Other Important Information

- November 30th is the last day for the County Legislative Authority to certify to the County Assessor the amount of taxes levied for county purposes and the amount of taxes levied for each taxing district. If a district's budget has not been certified by this date, the district may lose its ability to increase its budget from the previous year (RCW 84.52.070).
- Any other taxing district authorized to levy directly must certify to the County Assessor the amount of taxes levied by November 30th (RCW 84.52.070).



Example Resolution #1

Taxing district with a population less than 10,000

Amount levied in preceding year: \$200,000

Current budget certification: \$250,000

The following resolution/ordinance must be passed by a majority of the district's governing board:

Whereas, the Board of Commissioners of _____ Taxing District, after hearing and after duly considering all relevant evidence and testimony presented, determined that _____ Taxing District requires an increase in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the district and in its best interest; now therefore, be it Resolved, by the

Board of Commissioners of _____ Taxing District that an increase in the regular property tax levy, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, is hereby authorized for the _____ levy in the amount of \$2,000 which is a percentage increase of 1 percent** from the previous year.*

**Note, the increase is stated, not the budget amount.*

***The percentage could be zero or greater than 1 percent if the district is using their banked levy capacity.*

Adoption of this type of resolution for a county with a population less than 10,000 will allow the taxing district to increase its levy by 1 percent, which is the maximum authorized since the passage of I-747.

If the resolution states 0 percent, the district will be allowed to bank the excess levying capacity. Without the resolution, the district cannot bank excess levying capacity.



Example Resolution #2

Taxing district with a population greater than 10,000

Amount levied in preceding year: \$500,000

Implicit Price Deflator (IPD): .85 percent

Current budget certification: \$600,400

The following resolution/ordinances must be passed by a majority of the district's governing board to increase the levy by the IPD:

Whereas, the Board of Commissioners of _____ Taxing District, after hearing and after duly considering all relevant evidence and testimony presented, determined that _____ Taxing District requires an increase in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations

*of the district and in its best interest; now therefore, be it Resolved, by the Board of Commissioners of _____ Taxing District that an increase in the regular property tax levy, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, is hereby authorized for the _____ levy in the amount of \$4,250 * which is a percentage increase of .85 percent from the previous year.*

***The increase is stated, not the budget amount.**

Because the IPD is less than 1 percent, a second resolution needs to be passed in order to bank the excess capacity or to levy the full 1 percent. Without a second resolution, the district may only increase its levy by the IPD, which is .85 percent in this example. If the IPD were 1 percent or greater, a second resolution would not be needed because the maximum increase is 1 percent. A resolution showing substantial need must be passed by a super-majority of the governing board:

Whereas, the Board of Commissioners of _____ Taxing District, has determined that, due to _____ (substantial need) the Board of commissioners finds that there is a need to increase the regular property tax limit factor above the rate of inflation. Now, therefore, be it resolved by the Board of Commissioners of _____ Taxing District that the limit factor for the tax year _____ shall be _____ percent.

Note, only the percentage is needed in the second resolution.



Levy Calculation Summary Report

Run Date: 1/15/2015 1:21:55PM

2014 / 2015 City of Oak Harbor

(COH) City of Oak Harbor

000000013

Levy Limit Calculation

2013	3,958,095.88	x	101.0000000000 %	3,997,676.84
Year	Highest Lawful Levy		% Increase	
	17,001,067		2.4929016083	42,381.99
	New Const. Assessed Value		Last Year's Levy Rate / 1,000	
	(25,819,892 - 23,139,690) = 2,680,202		2.4929016083	6,681.48
	Current Yr AV - Prior Yr AV = Difference		Last Year's Levy Rate / 1,000	

Regular Property Tax Limit 4,046,740.31

Annexation:

4,046,740.31	/ (1,596,639,892 - 0) = 2.5345353891		
Regular Property Tax Limit	Taxable Assessed Value / 1,000 = Rate		
0	X 2.5345353891		0.00
Annexation Assessed Value	x Rate / 1,000		

Regular Property Tax Limit Including Annexation 4,046,740.31

Resolution Calculation

Population: Less than 10,000 10,000 or more

Was a resolution/ordinance adopted authorizing an increase over the previous year's levy? Yes No

1.0100000000

Was a second resolution/ordinance adopted authorizing an increase over the IPD? Yes No

	3,965,374.58	x	101.0000000000 %	4,005,028.33
	Last Year's Levy		% Increase	
	17,001,067		2.4929016083	42,381.99
	New Const. Assessed Value		Last Year's Levy Rate / 1,000	
	(25,819,892 - 23,139,690) = 2,680,202		2.4929016083	6,681.48
	Current Yr AV - Prior Yr AV = Difference		Last Year's Levy Rate / 1,000	

Resolution Calculation Regular Property Tax Limit 4,054,091.80

Annexation:

4,046,740.31	/ (1,596,639,892 - 0) = 2.5345353891		
Regular Property Tax Limit	Taxable Assessed Value / 1,000 = Rate		
0	X 2.5345353891		0.00
Annexation Assessed Value	x Rate / 1,000		

Total Levy Amount Authorized, Including Annexation 4,054,091.80

Statutory Maximum Rate

3.1319752038	X 1,596,639,892		5,000,636.55
Statutory Limit	x Taxable Assessed Value / 1,000		

Amount Certified by Legislative Authority (Budget) 4,150,000.00

Lowest of Levy Limit / Statutory Limit / Budget 4,046,740.31

Admin Refund Amount 0.00

Total Levy 4,046,740.31

Taxes recovered due to highly valued disputed property.

Levy	- Amount Recovered		
	=		

Levy Corrections

Year of Error	Corrections Amount	=	0.00
	Refund Amount	=	14,908.85

Banking Capacity Shifted To Levy

Total Levy After Corrections 4,061,649.16

* Tax Base is calculated as the sum of Taxable Assessed Value and Timber Assessed Value

Rate Computation - General Fund

4,061,649.16 / 1,596,639,892 2.5438730301
Levy / Taxable Assessed Value x 1,000 = Rate

Rate Computation - Administrative Refund

0.00 / 1,596,639,892 0.0000000000
Levy / Taxable Assessed Value x 1,000 = Rate

Total Rate 2.5438730301

Prorated Rate Due to \$5.90 or 1% Constitutional Limits

Rate Computation - School, Bond, Excess Levy

/
Certified Budget Amount / Tax Base* x 1,000 = Rate

Rate Computation - Administrative Refund

/
Administrative Refund Amount / Tax Base* x 1,000 = Rate

Total Levy

Total Rate

Rate Computation - Rate or Lid Lift

X
Rate x Tax Base* / 1,000 = Rate

* Tax Base is calculated as the sum of Taxable Assessed Value and Timber Assessed Value

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

Bill No. 11.a
Date: November 17, 2015
Subject: Discussion of Property
Acquisition

FROM: Nikki Esparza, City Attorney

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

None.

BACKGROUND / SUMMARY INFORMATION

Enter into Executive Session in order to discuss possible property acquisition. No Action will be taken during Executive Session. The Council will reconvene into open session for possible action.

LEGAL AUTHORITY

RCW 42.30.110

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS