



September 17, 2013

CITY COUNCIL AGENDA

6:00 p.m.

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

HONORS AND RECOGNITIONS
Employee Recognition - Keith Jameson, 15 Years
2. **APPROVAL OF AGENDA**
3. **CITIZEN COMMENT PERIOD**
4. **CONSENT AGENDA**
 - a. Minutes of the Regular City Council meeting of September 3, 2013
 - b. Approval of Accounts Payable Voucher Nos. 155286 through 155434 in the amount of \$1,186,510.92; Voucher Nos. 155435 through 155443 in the amount of \$905.39; and Voucher Nos. 155444 through 155604 in the amount of \$467,846.13
 - c. Motion to confirm Mayor Dudley's re-appointment of Bruce Freeman to the Planning Commission for a three-year term expiring September 2016
 - d. Motion to confirm Mayor Dudley's re-appointment of Sandi Peterson to the Planning Commission for a three-year term expiring September 2016
 - e. Motion to confirm Mayor Dudley's appointment of Cedric Niiro to the Oak Harbor Youth Commission to fill an unexpired term expiring October 2015
 - f. Motion to authorize the Mayor to sign the Agreement with Island County regarding Solid Waste Management for a term of six years
 - g. Motion to confirm Mayor Dudley's appointment of Brenda Kovach to the Oak Harbor Youth Commission to fill an unexpired term expiring November 2015
5. **STAFF, MAYOR AND COUNCIL COMMENTS**
 - a. City Administrator
 - b. Mayor
 - c. Councilmembers
6. **ORDINANCE AND RESOLUTIONS**
 - a. Ordinance 1670: Amending Ordinance 1663 Suspending the Regular Meetings of City Council Standing Committees and Authorizing Special City Council Workshop Meetings and Providing for Sunset of this Ordinance
 - b. Ordinance 1669: Introduction and Motion to set a public hearing for October 1, 2013, to consider Repealing Chapters 6.12, "Conduct in Parks and Playgrounds," and 6.14, "Park Code," and Adopting a New Consolidated Chapter 6.12, "Parks Code"



September 17, 2013

CITY COUNCIL AGENDA

6:00 p.m.

7. PUBLIC HEARINGS/PUBLIC MEETINGS

- a. Public Meeting: Wastewater Treatment Plant SEPA (No Council Action Required)

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- a. Motion to authorize the Mayor to sign a contract with Forest City for Animal Recovery Services in Base Housing
- b. Motion to authorize the Mayor to sign the Tourism Services Agreement with the Chamber of Commerce
- c. Motion to confirm the Mayor's appointment of Erin Lewis as Assistant City Attorney-Prosecution and to authorize the Mayor to sign an Employment Contract

10. ADJOURNMENT

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

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

Thank you for participating in your City Government!

City of Oak Harbor City Council Agenda Bill

Bill No.

Date:

Subject:

September 17, 2013

Employee Recognition –

Keith Jameson

FROM: Scott Dudley 
Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Larry Cort, City Administrator

 Doug Merriman, Finance Director

 Grant Weed, Interim City Attorney, as to form

PURPOSE

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

FISCAL IMPACT DESCRIPTION

Funds Required: \$0.00

Appropriation Source: n/a

SUMMARY STATEMENT

The Mayor and City Council will recognize Keith Jameson of Public Works for 15 years of service with the City.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Congratulate Mr. Jameson for his 15 years of service.

ATTACHMENTS

None.

Oak Harbor City Council
Regular Meeting Minutes
September 3, 2013

CALL TO ORDER

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

INVOCATION/PLEDGE OF ALLEGIANCE

Pastor Lemmuel Villano of Oak Harbor Southern Baptist Church gave the Invocation and Mayor Dudley led the Pledge of Allegiance.

ROLL CALL

Present:

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

Staff Present:

City Administrator Larry Cort
Finance Director Doug Merriman
Development Service Director Steve Powers
Public Works Director Cathy Rosen
Asst City Attorney Nikki Esparza
City Engineer Joe Stowell
City Clerk Valerie J. Loffler
Chief of Police Ed Green
Fire Chief Ray Merrill

Councilmember Jim Campbell and Mayor Pro Tempore Danny Paggao were absent and excused.

HONORS AND RECOGNITIONS

Employee Recognition

Steve Powers and Floyd Dalton were recognized for 15 years of service to the City of Oak Harbor. City Administrator Larry Cort presented Mr. Powers with a fleece jacket with the City logo. Public Works Director Cathy Rosen presented the same to Mr. Dalton.

Proclamation for Constitution Week

Councilmember Servatius was joined at the podium by representatives from the Daughters of the American Revolution as he proclaimed the week of September 15 to 22, 2013, as Constitution Week in the City of Oak Harbor.

At 6:18 p.m. Mayor Dudley recessed the meeting to take a photo of Council with the Daughters of the American Revolution.

The meeting reconvened at 6:21 p.m.

APPROVAL OF AGENDA

Motion: Councilmember Severns moved to delete Items 9.a. Executive Session, and 4.c. The motion was seconded by Councilmember Hizon and carried unanimously.

Motion: Councilmember Almberg moved, seconded by Councilmember Severns, to adopt the agenda as amended. The motion carried unanimously.

CITIZEN COMMENT PERIOD

Terry Lacey provided an update on plans for the Veterans Day Parade to be held November 9, 2013, beginning at 2:00 p.m.

Myron Brundage invited citizens to the September 20, 2013, Rededication of the POW/MIA Table at the VFW Hall located at 3037 North Goldie Road. A spaghetti feed will be offered for \$6.00 following the ceremonies.

CONSENT AGENDA

- a. Minutes of the Regular City Council meeting held August 7, 2013
- b. Approval of Accounts Payable Voucher Nos.154910 through 155105 in the amount of \$565,480.57; Voucher Nos. 155106 through 155110 in the amount of \$484.84; Voucher Nos. 155111 through 155136 in the amount of \$243,370.06; and Voucher Nos. 155137 through 155285 in the amount of \$421,007.84
- c. None (Removed)
- d. Motion to authorize the Mayor to sign a contract with Bellingham Marine, Inc. for repairs to the F-Dock at the Oak Harbor Marina in the amount of \$15,163.65 and to authorize the City Engineer to administratively approve changes to the contract totaling not more than \$1500.00
- e. Resolution 13-22: Declaring an Emergency and Authorizing Procurement of Diversion Pumps at the City's Wastewater Treatment Plant
- f. Motion to confirm Mayor Dudley's appointment of Rebecca Ford to the Oak Harbor Youth Commission to fill an unexpired term ending October 2014
- g. Motion to authorize the Mayor to sign the Memorandum of Agreement with NASWI allowing the Oak Harbor Police Department use of the live fire shooting range and PRISM Shooting Simulator
- h. Resolution 13-21: Reducing police department petty cash from two hundred dollars (\$200.00) to one hundred dollars (\$100.00)

Motion: Councilmember Hizon moved to approve the consent agenda as amended. The motion was seconded by Councilmember Munns and carried unanimously.

STAFF AND COUNCIL COMMENTS

Police Chief Ed Green reported he was notified by the Washington State Liquor Control Board that the application submitted by Jennifer Olson for a liquor license at the former Element Tavern location was incomplete. She will need to begin the process again, at which time the City would request a hearing.

Dr. Cort stated notes were prepared from the Joint Strategy workshop discussion and a second meeting would be scheduled.

Dr. Cort received Council consensus to schedule the next workshop meeting on Health Benefits for Monday, September 23, 2013 at 6:00 p.m. In addition, a second workshop is scheduled for 3:00 to 5:00 p.m. prior to the regular council meeting of October 1, 2013. The Finance Director will present information on the overall impact of archaeology recovery costs on the budget.

Mayor Scott Dudley reported on Congressman Rick Larsen's visit to the current Wastewater Treatment Plant and lagoons.

Mayor Dudley also presented a letter from the Oak Harbor Yacht Club thanking the City in assisting with the landscape project in May and June, especially for providing Hank Nydam's expertise on the type of plants.

Mayor Dudley announced the new artwork in the Council Chambers belongs to Miss Helen Ryder and he thanked her for sharing it.

The Mayor and all Councilmembers agreed the Music Festival was a major success.

Councilmember Munns wished Rhonda Severns and Martha Folson new adventures in their retirement. It's hard to lose good employees, she stated.

Councilmember Munns also invited everyone to the Military Appreciation Picnic from noon to 4:00 p.m. in Windjammer Park on September 7, 2013.

ORDINANCES AND RESOLUTIONS

Ordinance 1664: Relating to Adoption of Ordinances

City Administrator Dr. Larry Cort provided the staff report.

Ordinance 1664 **An Ordinance of the City of Oak Harbor Amending Sections 1.04.010 and 1.04.020 of the Oak Harbor Municipal Code and Adding Sections 1.04.030, 1.04.035 and 1.04.040 Relating to Introduction, Enactment and Effective Date of Ordinances**

Councilmembers Hizon and AlMBERG spoke in support.

Motion: Councilmember Servatius moved to adopt Ordinance 1664. The motion was seconded by Councilmember AlMBERG and carried unanimously.

Motion: Councilmember Servatius moved to amend the Administration and Personnel Council Rules including a name change to Council Rules of Procedure. The motion was seconded by Councilmember Sevens and carried unanimously.

Ordinance 1667: Relating to the LEOFF Disability Board

Finance Director Doug Merriman provided the staff report.

Ordinance 1667 **An Ordinance of the City of Oak Harbor Amending Section 2.33.010 of the Oak Harbor Municipal Code Relating to Composition of the Disability Board**

Motion: Councilmember Hizon moved to adopt Ordinance 1667. The motion was seconded by Councilmember Severns and carried unanimously.

Ordinance 1666: Relating to a Moratorium on Medical Marijuana and Setting a Public Hearing for October 1, 2013

Community and Economic Development Director Steve Powers provided the staff report.

Ordinance 1666 **An Interim Ordinance of the City of Oak Harbor, Washington, Adopting a Moratorium on the Establishment of Medical Marijuana Dispensaries, Collective Gardens and the Licensing and Permitting Thereof; Defining “Medical Marijuana Dispensary”; Providing for a Public Hearing; Referring the Matter to the Planning Commission for Review; Establishing an Effective Date; and Providing that the Moratorium, Unless Extended, Will Sunset Within Six (6) Months of the Date of Adoption**

Ordinance 1665 **An Ordinance of the City of Oak Harbor, Washington, Adopting a Six (6) Month Moratorium Within the City of Oak Harbor on the Establishment, Siting, Location, Permitting, Licensing or Operation of Marijuana Cultivation, Production of Marijuana Derivatives, and the Sale of Marijuana or Marijuana Derivatives or any other Activities Asserted to be Authorized or Actually Authorized Under Washington State Initiative No. 502 or any Other Laws of the State of Washington and Setting a Date for a Public Hearing on the Moratorium, Adopting a Work Plan, Providing for Severability; and Establishing an Effective Date**

Mr. Powers responded to questions from Council about regulations related to land use impacts and other classification criteria.

Motion: Councilmember Servatius moved to adopt Ordinance 1665. The motion was seconded by Councilmember Munns and carried unanimously.

Motion: Councilmember Servatius moved to adopt Ordinance 1666. The motion was seconded by Councilmember Severns and carried unanimously.

NEW BUSINESS

Chamber of Commerce Tourism Services Agreement
City Administrator Dr. Larry Cort provided the staff report.

Kathy Reed, Executive Director of the Chamber, spoke in support.

Jill Johnson, previous Executive Director, also spoke in support stating the funds are generated from the 2% Lodging Tax, not the General Fund or Sales Tax.

Councilmember Munns suggested the comparison of cities receiving lodging tax funds also include military communities such as Everett, Bremerton and Silverdale.

Councilmember Almberg discussed a common strategy for attracting residents as the new squadrons arrive.

Councilmember Severns agreed the Chamber should be a partner in that process.

Councilmember Hizon stated the Chamber of Commerce is what came up over and over again during the workshop when discussing a central location for information for military targeted marketing.

Dr. Cort responded to questions from Council about the Main Street Program and how it interacts with a local Chamber of Commerce.

On-Call Archaeological Services with Equinox Research and Consulting International
City Engineer Joe Stowell provided the staff report.

Councilmembers Hizon and Severns spoke in support.

Mr. Stowell responded to questions from Council about the need to contract for an archaeologist versus having one on staff.

Public Works Director Cathy Rosen responded to questions from Councilmember AlMBERG about the amount of the contract and the funding source.

Motion: Councilmember Servatius moved to authorize the Mayor to sign Amendment No.1 to the Professional Services Agreement with Equinox Research and Consulting International (ERCI) for on-call archaeological services and increasing the not-to-exceed contract amount by \$41,055.00; from \$9,944.00 to \$50,999.00. The motion was seconded by Councilmember Hizon and carried unanimously.

Puget Sound Energy Purchase Order
City Engineer Joe Stowell provided the staff report.

Councilmember Servatius spoke in support.

Councilmembers Munns and AlMBERG asked about the terms of the contract and confirmed the City will receive a credit

Councilmember Hizon thanked Mr. Stowell and Public Works Director Cathy Rosen for the detailed agenda bill.

Motion: Councilmember Hizon moved to authorize the Mayor to sign a purchase order to Puget Sound Energy in the amount of \$107,486.09 for extending electric power facilities to the North Reservoir site; and to authorize the City Engineer to administratively approve changes to the Purchase Order totaling not more than \$5,000.00.

Councilmember AlMBERG questioned the need for the additional \$5,000.00.

Motion: Councilmember Servatius moved to amend the motion to strike “and to authorize the City Engineer to administratively approve changes to the Purchase Order totaling not more than \$5,000.00”. The motion was seconded by Councilmember Munns and carried 4 to 1; Councilmember Hizon opposed.

The motion as amended carried unanimously.

NW Heller Street Overlay

City Engineer Joe Stowell provided the staff report.

Councilmember Almberg asked what determines where the grant money is used. Mr. Stowell replied that staff looks for a location where they can improve the most street for the money available.

Motion: Councilmember Hizon moved to authorize the Mayor to sign grant funding applications to the Transportation Improvement Board Arterial Preservation Program for overlay of NW Heller Street. The motion was seconded by Councilmember Severns and carried unanimously.

ADJOURNMENT

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

The meeting adjourned at 8:05 p.m.

Valerie J. Loffler, City Clerk

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

Bill No. C/A 4.b.
Date: September 17, 2013
Subject: Approval of Accounts Payable
Vouchers

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

SUMMARY STATEMENT

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

RECOMMENDED ACTION

Motion to approve Accounts Payable Voucher Nos. 155286 through 155434 in the amount of \$1,186,510.92; Voucher Nos. 155435 through 155443 in the amount of \$905.39; and Voucher Nos. 155444 through 155604 in the amount of \$467,846.13.

ATTACHMENTS

Voucher Lists

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155444	9/9/2013	0000066 AWC EMPLOYEES BENEFITS TRUST	090613		PREMIUMS	39.81
					Total :	39.81
155445	9/9/2013	0000860 STANDARD INSURANCE COMPANY	083113		LONG TERM DISABILITY	4,198.54
					Total :	4,198.54
155446	9/11/2013	0000950 LICENSING, WASHINGTON STATE DEPT OF	090913		CONCEALED WEAPONS PERMITS	522.00
					Total :	522.00
155447	9/11/2013	0001730 ADAMS, THOMAS	7161		MOORAGE REFUND	154.98
					Total :	154.98
155448	9/11/2013	0000020 AERVOE INDUSTRIES	2013-008846-00		CHALK	270.50
					Total :	270.50
155449	9/11/2013	0000424 ALL BATTERY SALES AND SERVICE	51161503		BATTERIES	92.34
					Total :	92.34
155450	9/11/2013	0000028 ALL ISLAND LOCK & KEY	22625 47285		DND COMBINATION CHANGE	26.12 203.00
					Total :	229.12
155451	9/11/2013	0000029 ALL PHASE ELECTRIC SUPPLY	0952-668133		PHOTOCONTROL	212.40
					Total :	212.40
155452	9/11/2013	0000036 AMERICAN PUBLIC WORKS	728664		HANDBOOKS	123.75
					Total :	123.75
155453	9/11/2013	0000712 AMERIGAS	3019137083 3019984251 3020313877 400860935		PROPANE PROPANE PROPANE PROPANE	121.88 103.84 269.84 -250.83
					Total :	244.73
155454	9/11/2013	0002044 ANACORTES.NET/HOW IT WORKS	43586		UPDATES	400.00
					Total :	400.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155455	9/11/2013	0002771 ANGELOS CAFFE	20917780		SANDWICHES	111.42
Total :						111.42
155456	9/11/2013	0000046 APPLIED INDUSTRIAL	7000840569		PARKER HANNIFIN	40.53
Total :						40.53
155457	9/11/2013	0005001 ARAMARK	938116000		UNIFORM SERVICES	857.76
Total :						857.76
155458	9/11/2013	0006865 ARMADA	0826132		COLLECTION FEE/2545543-32-394002-C	179.78
Total :						179.78
155459	9/11/2013	0004019 ASSOCIATED PETROLEUM PRODUCTS	0469113-IN 0470456-IN		FUEL FUEL	14,189.49 5,900.69
Total :						20,090.18
155460	9/11/2013	0000065 AVOCET ENVIRONMENTAL TESTING	1302627-IN		TESTING SERVICES	112.00
Total :						112.00
155461	9/11/2013	0000075 BANK OF NEW YORK	111-1568136		OAKWAT04	301.75
Total :						301.75
155462	9/11/2013	0002848 BECKWITH & KUFFEL	908819		MECHANICAL SEAL	156.36
Total :						156.36
155463	9/11/2013	0000103 BLADE CHEVROLET, INC	461905		AUG 2013/VEHICLE RENTAL	600.00
Total :						600.00
155464	9/11/2013	0006712 BLAKELY, BURTON	1		TRAVEL REFUND	40.00
Total :						40.00
155465	9/11/2013	0000109 BLUMENTHAL UNIFORMS	12843 12846 997122		PANTS/PEABODY PANTS/PEABODY VEST/GRAVEL	97.82 57.60 831.56
Total :						986.98
155466	9/11/2013	0003097 BOYER, TALLIE	091013 TRAVEL ADVANCE		WELLNESS INCENTIVE TRAVEL ADVANCE	20.00 107.50

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155466	9/11/2013	0003097 0003097 BOYER, TALLIE			(Continued)	Total : 127.50
155467	9/11/2013	0002644 C JOHNSON CONSTRUCTION, INC	090513		RETAINAGE	2,835.98
						Total : 2,835.98
155468	9/11/2013	0005208 CARTER, SERLOYD	091013		WELLNESS INCENTIVE	20.00
						Total : 20.00
155469	9/11/2013	0000153 CASCADE COLUMBIA DISTRIBUTION	598819		SODIUM FLUORIDE	2,021.94
						Total : 2,021.94
155470	9/11/2013	0001299 CHURCHILL REALTY	082913		UTILITY ACCOUNT REFUND/26-177500-	127.45
						Total : 127.45
155471	9/11/2013	0005773 COMCAST	8498300280465283		CABLE	170.45
						Total : 170.45
155472	9/11/2013	0000202 COREY OIL COMPANY	74663		FUEL	112.71
						Total : 112.71
155473	9/11/2013	0003065 COVENANT JANITORIAL	1335901		AUG 2013/JANITORIAL SERVICES	3,465.40
						Total : 3,465.40
155474	9/11/2013	0007074 COX, GENEVIEVE	091013		WELLNESS INCENTIVE	20.00
						Total : 20.00
155475	9/11/2013	0000256 DAY WIRELESS SYSTEMS	340539 342417		BATTERY PACK CALIBRATION	152.18 76.09
						Total : 228.27
155476	9/11/2013	0005790 DECEPTION PASS STATE PARK	090313A		PERMIT	250.00
						Total : 250.00
155477	9/11/2013	0000247 DIAMOND RENTALS	1-500608-20 1-500619-2 1-500627-20 1-507193-8 1-509920-4		PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES	49.95 49.95 49.95 49.95 99.90

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155477	9/11/2013	0000247 DIAMOND RENTALS	(Continued) 1-510057-2 1-511080-2 1-511968 1661		PORTABLES PORTABLES BOOM LIFT IGNITITON MODULE REPAIR	49.95 99.90 1,538.11 48.92 Total : 2,036.58
155478	9/11/2013	0005840 DUDLEY, SCOTT	TRAVEL REIMB		TRAVEL REIMB	184.19 Total : 184.19
155479	9/11/2013	0000257 DUTCH MAID CLEANERS	1046		LAUNDRY SERVICES	21.72 Total : 21.72
155480	9/11/2013	0002038 DVD COMMUNICATIONS, INC	17026		MOTOR KIT	239.25 Total : 239.25
155481	9/11/2013	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	2014-BA0020567		BIOSOLIDS PERMIT	1,978.69 Total : 1,978.69
155482	9/11/2013	0000273 EDGE ANALYTICAL, INC	13-12106 13-13761 13-14087 13-14278 13-14514 13-14865		TESTING SERVICES TESTING SERVICES TESTING SERVICES TESTING SERVICES TESTING SERVICES TESTING SERVICES	1,100.00 392.00 28.00 140.00 56.00 28.00 Total : 1,744.00
155483	9/11/2013	0006747 EQUINOX RESEARCH & CONSULTING	12-442-2		PROF SVC/ARCHAEOLOGIST	8,601.80 Total : 8,601.80
155484	9/11/2013	0001789 ESPARZA, RONALD W	091013		WELLNESS INCENTIVE	20.00 Total : 20.00
155485	9/11/2013	0007161 EWING	6910488		PLASTIC VAL	124.44 Total : 124.44
155486	9/11/2013	0002900 FASTENAL	WAOAK14962 WAOAK14963		FASTENERS STRAP	13.65 9.05

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155486	9/11/2013	0002900 0002900 FASTENAL			(Continued)	Total : 22.70
155487	9/11/2013	0000309 FERGUSON, LARRY	091013		WELLNESS INCENTIVE	20.00
						Total : 20.00
155488	9/11/2013	0006991 FIKSE, JOSH	091013		WELLNESS INCENTIVE	20.00
						Total : 20.00
155489	9/11/2013	0004971 FREEMAN, DENISE L	2013-61		JUMPSUIT	481.00
						Total : 481.00
155490	9/11/2013	0000355 FRONTIER	240-2350		CURRENT PHONE CHARGES	1,130.21
			279-1060		CURRENT PHONE CHARGES	59.85
			675-1568		CURRENT PHONE CHARGES	205.76
			675-5190		CURRENT PHONE CHARGES	41.01
			675-6858		CURRENT PHONE CHARGES	54.37
			679-0500		CURRENT PHONE CHARGES	59.23
			679-1640		CURRENT PHONE CHARGES	54.52
			679-1651		CURRENT PHONE CHARGES	59.70
			679-1789		CURRENT PHONE CHARGES	54.72
			679-2530		CURRENT PHONE CHARGES	59.70
			679-2628		CURRENT PHONE CHARGES	322.72
			679-3902		CURRENT PHONE CHARGES	59.09
			679-8477		CURRENT PHONE CHARGES	79.10
						Total : 2,239.98
155491	9/11/2013	0000326 FRONTIER BUILDING SUPPLY	81810		CEDAR	6.37
			81920		TREATED	34.07
			82091		CEDAR/PLYWOOD/SIDING	576.26
						Total : 616.70
155492	9/11/2013	0000325 FRONTIER FORD	106029		INSTRUMENT REPAIRS	672.13
						Total : 672.13
155493	9/11/2013	0007131 FULLERTON & ASSOCIATES	13-024		PROPERTY ACQUISITION	480.00
						Total : 480.00
155494	9/11/2013	0007186 GEDDES, JACK	1		TRAVEL REFUND	40.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155494	9/11/2013	0007186 0007186 GEDDES, JACK			(Continued)	Total : 40.00
155495	9/11/2013	0002940 GRAY & OSBORNE, INC	13404.00-9 13489.00-4 13518.00-2		PROF SVC/WATER SYSTEM PLAN UPD PROF SVC/NORTH RESERVOIR PROF SVC/WATER SYSTEM IMPROVEM	1,101.09 4,837.28 54,433.99 Total : 60,372.36
155496	9/11/2013	0000345 GREATER OAK HBR CHAMBER OF COM	030144		SEP 2013/TOURIST PROMOTION	6,000.00 Total : 6,000.00
155497	9/11/2013	0000353 GREENSHIELD SYSTEMS	8691		SEEDING	4,930.63 Total : 4,930.63
155498	9/11/2013	0006990 GRUBB, GARY	091013		WELLNESS INCENTIVE	20.00 Total : 20.00
155499	9/11/2013	0006590 HAFFNER, OTTO	091013		WELLNESS INCENTIVE	20.00 Total : 20.00
155500	9/11/2013	0004408 HANNAN, ERIC	TRAVEL ADVANCE		TRAVEL ADVANCE	152.50 Total : 152.50
155501	9/11/2013	0000323 HD FOWLER COMPANY	13453828		CHECK VALVE/RESETTER	736.72 Total : 736.72
155502	9/11/2013	0006365 HEDEEN & CADITZ, PLLC	7298		PROF SVC/N RESERVOIR BID PROTES	8,640.00 Total : 8,640.00
155503	9/11/2013	0001683 HOLIDAY INN SELECT	25055		HOTEL ACCOMMODATIONS/VONHADEI	401.25 Total : 401.25
155504	9/11/2013	0003095 HOME DEPOT CREDIT SERVICES	1028075 1570434 1590515 2581532 2591555 3027486 4020874		CUTTER/FLUX/CLOTH/BRUSHES PLC4T832W CAP BRUSH/KIT/FOAM/PAPRKA/CLNLRED SHOWER HEADS/ADAPTERS DRAIN CLEANER QS C100	38.83 10.84 6.10 33.57 97.97 10.86 172.84

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155504	9/11/2013	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			40879		HOM20ASPLBRK	34.25
			4571129		SHELVES/BRACKETS	48.77
			4572153		SHINGLE STRIPPER	13.05
			4591366		HOLE COVERS/SRG	159.80
			4591368		14-3 NM 50'	34.75
			5041346		5 PACK/TUB/FILEHDLTYPEB	27.86
			5094240		ROOF PANEL	-14.12
			52298		BLADES	27.15
			5581166		LATDISG	10.85
			561758		SPRAY PAINT/TERM/CONDUIT LCKN	14.72
			580691		SQUARE COVER	4.32
			6020047		80SAKMORSG	29.85
			6023457		MEASURE WHEEL	34.76
			6084758		TK WASP	4.30
			6167895		MANU	1.49
			6581034		INSECTICIDE	5.41
			7026444		SCRAPER	15.19
			7572842		ABS CAPS	7.58
			7590953		HMBR	128.27
			8045129		HOSE/TEE/BARB	19.69
			8051168		AEROSOL/LTXRESPRTR	52.69
			8183376		HOSE	20.60
			8570763		2X4 MDF PNL	4.54
			9084504		NIPPLES/O RINGS/CAP/GROUT	-49.23
					Total :	1,007.55
155505	9/11/2013	0005250 HONEYMOON BAY COFFEE ROASTERS	336491		COFFEE SUPPLIES	140.33
					Total :	140.33
155506	9/11/2013	0006520 HOPKINS, CAMERON	091013		WELLNESS INCENTIVE	20.00
					Total :	20.00
155507	9/11/2013	0007227 HUBBARD, RODNEY	7595		MOORAGE REFUND	206.78
					Total :	206.78
155508	9/11/2013	0000392 HUBBARD, SCOTT	091013		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155508	9/11/2013	0000392 0000392 HUBBARD, SCOTT			(Continued)	Total : 20.00
155509	9/11/2013	0000394 HUMAN RESOURCE SERVICES	082413		SEP 2013/UNEMPLOYMENT SERVICES	110.00
						Total : 110.00
155510	9/11/2013	0000396 I-COM	13-UQ4-07 13-UQ4-08		4TH QTR 2013/USER FEES 4TH QTR 2013/USER FEES	7,882.19 87,285.55
						Total : 95,167.74
155511	9/11/2013	0005872 IMPAIRED DRIVING IMPACT PANEL	081213		AUG 2013/DUI/UNDERAGE DRINKING F	166.67
						Total : 166.67
155512	9/11/2013	0000417 INDUSTRIAL BOLT & SUPPLY	542087-2 543092-1 543093-1		CONNECTOR TEES/NIPPLES/RINGS/GRINDING DISC RUST EXTERMINATOR	13.89 165.49 211.75
						Total : 391.13
155513	9/11/2013	0001469 INTERNATIONAL CODE COUNCIL	INV0336464		2012 IFC STUDY COMPANION	75.27
						Total : 75.27
155514	9/11/2013	0000410 ISLAND COUNTY SOLID WASTE	083113		AUG 2013/TIPPING FEES	74,245.35
						Total : 74,245.35
155515	9/11/2013	0000411 ISLAND COUNTY TREASURER	090313		CRIME VICTIMS COMPENSATION	240.94
						Total : 240.94
155516	9/11/2013	0000412 ISLAND COUNTY TREASURER	090913		3RD QTR 2013/JOINT TOURISM	5,000.00
						Total : 5,000.00
155517	9/11/2013	0000415 ISLAND DISPOSAL	090113		AUG 2013/RECYCLING SERVICES	3,917.25
						Total : 3,917.25
155518	9/11/2013	0000539 J MARCEL ENTERPRISES	122043		PANTS	201.58
						Total : 201.58
155519	9/11/2013	0007226 JENSEN, JIM	090513		KEY DEPOSIT REFUND	5.00
						Total : 5.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155520	9/11/2013	0000476 KERR, JACK	08-13		PUBLIC DEFENSE SCREENING	1,400.00
					Total :	1,400.00
155521	9/11/2013	0000480 KNOX COMPANY	INV00592952		USB W/BBLUE STROBE W/AUDIT TRAIL	3,054.48
					Total :	3,054.48
155522	9/11/2013	0000485 KRIEG CONSTRUCTION	8010		BOOMTRUCK RENTAL	652.20
					Total :	652.20
155523	9/11/2013	0000489 KUSTOM SIGNALS, INC	485973		RAPTOR	1,372.10
					Total :	1,372.10
155524	9/11/2013	0000494 LAKESIDE INDUSTRIES	5032384MB		ASPHALT	404.27
			5032407MB		DUMP FEES	-61.45
			5032408MB		DUMP FEES	-111.50
			5101895MB		ASPAHLT	665.17
			5101913MB		ASPAHLT	459.88
					Total :	1,356.37
155525	9/11/2013	0007225 LOWRY, MARY	090513		KEY DEPOSIT REFUND	5.00
					Total :	5.00
155526	9/11/2013	0000522 LUEHR, TOM	1		DRIVING SERVICES	126.00
			1		DRIVING SERVICES	90.00
			1		DRIVING SERVICES	135.00
			1		DRIVING SERVICES	120.00
					Total :	471.00
155527	9/11/2013	0000524 LYNDEN ICE	121004095		ICE	162.00
					Total :	162.00
155528	9/11/2013	0000530 MAILLIARD'S LANDING NURSERY	75798		YARD WASTE	112.00
			75839		YARD WASTE	128.80
			75928		YARD WASTE	81.20
			75982		YARD WASTE	87.85
			76027		YARD WASTE	105.00
			76077		YARD WASTE	131.95
			76110		YARD WASTE	148.40

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155528	9/11/2013	0000530 MAILLIARD'S LANDING NURSERY	(Continued)			
			76203		YARD WASTE	80.50
			76262		YARD WASTE	105.00
			76320		YARD WASTE	98.00
			76366		YARD WASTE	98.00
			76415		YARD WASTE	104.65
			76521		YARD WASTE	73.85
			76545		YARD WASTE	66.15
			76598		YARD WASTE	101.85
			76632		YARD WASTE	122.50
			76688		YARD WASTE	167.65
			76776		YARD WASTE	75.95
			76821		YARD WASTE	20.00
			76824		YARD WASTE	70.00
			76861		YARD WASTE	86.10
			76900		YARD WASTE	122.15
			76936		YARD WASTE	106.75
					Total :	2,294.30
155529	9/11/2013	0000660 MARKET PLACE FOOD & DRUG	346470		GROCERIES	23.89
			681246		GROCERIES	429.66
			681400		GROCERIES	266.32
					Total :	719.87
155530	9/11/2013	0006072 MASTER'S TOUCH, LLC	p31283		AUG 2013/POSTAGE FOR LATE NOTICE	426.50
			P31284		AUG 2013/POSTAGE FOR STATEMENT	2,735.37
					Total :	3,161.87
155531	9/11/2013	0006072 MASTER'S TOUCH, LLC	31283		AUG 2013/MAILING SERVICES FOR LAI	262.84
			31284		AUG 2013/MAILING SERVICES FOR ST/	882.10
			A131492		JUL 2013/LATE NOTICES STORAGE	1,900.08
					Total :	3,045.02
155532	9/11/2013	0000040 MATRIX	608148762		JUL 2013/LONG DISTANCE	504.38
					Total :	504.38
155533	9/11/2013	0000561 MERRIMAN, DOUGLAS	TRAVEL ADVANCE		TRAVEL ADVANCE	107.50

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155533	9/11/2013	0000561 MERRIMAN, DOUGLAS	(Continued) TRAVEL REIMB		TRAVEL REIMB	437.25
Total :						544.75
155534	9/11/2013	0000538 MID AMERICAN RESEARCH CHEMICAL	0503879-IN 0504292-IN 0504293-IN		DUNKS/SEALER GREASE HI-IMPACT GRS	388.60 137.25 133.99
Total :						659.84
155535	9/11/2013	0006992 MOON, ANDREW	091013		WELLNESS INCENTIVE	20.00
Total :						20.00
155536	9/11/2013	0000587 MOTOR TRUCKS, INC	MV57074		STACK	45.04
Total :						45.04
155537	9/11/2013	0000593 MUELLER, DEBORAH	091013		WELLNESS INCENTIVE	40.00
Total :						40.00
155538	9/11/2013	0006700 MUJKANOVIC-CARR, MAJDA	091013		WELLNESS INCENTIVE	20.00
Total :						20.00
155539	9/11/2013	0000601 NATIONAL FIRE PROTECTION	5881057X		SUBSCRIPTION RENEWAL	1,165.50
Total :						1,165.50
155540	9/11/2013	0004084 NAVFACENGCOM FEC SW/NW	20130830T059		AUG 2013/ANIMAL SHELTER	281.15
Total :						281.15
155541	9/11/2013	0000612 NELSON PETROLEUM	0503080-IN		FUEL	1,181.20
Total :						1,181.20
155542	9/11/2013	0000621 NIIRO, CEDRIC	091013		WELLNESS INCENTIVE	20.00
Total :						20.00
155543	9/11/2013	0007228 NORTH PACIFIC YACHTS	4512		MOORAGE REFUND	348.91
Total :						348.91
155544	9/11/2013	0000644 NORTH WHIDBEY LIONS	090513		CAR SHOW ADVERTISING	393.30

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155544	9/11/2013	0000644 0000644 NORTH WHIDBEY LIONS			(Continued)	Total : 393.30
155545	9/11/2013	0007221 NORTHWEST DENTURE CENTERS, INC	083013		BUSINESS LICENSE OVERPAYMENT	25.00
						Total : 25.00
155546	9/11/2013	0000654 NYDAM, HENRY			TRAVEL ADVANCE	152.50
						Total : 152.50
155547	9/11/2013	0000672 OAK HARBOR ACE	226321		METER	10.86
			227219		COUPLES/PIPE	13.34
			227239		CAPS	3.87
			227245		SPRAYPAINT/SCREW/WASHERS	14.09
			227259		BEND	8.69
			227279		BULBS	23.17
			227310		CLEANER/COUPLE	48.34
			227317		CEMENT	5.42
			227332		PIPE	1.24
			227348		GLUE/CAULK/SPRAYPAINT	33.11
			227364		FASTENERS	10.65
			227414		BATTERY	16.29
			227428		FASTENERS	0.70
			227453		SPRAYPAINT/CORNER BRACE/SANDDI	24.97
			227476		EXTENSION CORD	29.84
			227566		EXTENSION CORD	81.51
			227636		BALL VALVE	23.90
			227676		CLAMP	7.47
			227680		FASTENERS	3.48
			227682		COUPLING	23.90
			227684		FASTENERS	1.22
			227685		FASTENERS	0.86
			227703		INSERTS	7.54
			227735		TUBE	4.12
			227747		WASHER	2.49
			227778		ADAPTERS/CAPS/PLUMBING SUPPLIE	9.35
			227782		CHAIN	40.17
			227861		BLADE/STUD/TIE WRAP/LOOM	21.83

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155547	9/11/2013	0000672 0000672 OAK HARBOR ACE	(Continued)			Total : 472.42
155548	9/11/2013	0000668 OAK HARBOR AUTO CENTER	001-177153 001-177468 001-177490 001-177571 001-177577 001-178212 001-178625 001-178874		WIRE/CARDS/FAST ACTIN ROTOR/BRAKE PAD FILTERS BRAKE PAD SEMI-MET PADS FUSE HOLER/JACKETED FUS HHF BEAM RELAY	12.51 62.37 46.54 6.23 22.03 56.09 27.85 11.85 Total : 245.47
155549	9/11/2013	0003007 OFFICE DEPOT	666406074001		MAINTENANCE CARTRIDGE	88.00 Total : 88.00
155550	9/11/2013	0000666 OGDEN MURPHY WALLACE	707336		PROF SVC/SWINOMISH INDIAN TRIBAL	21,183.73 Total : 21,183.73
155551	9/11/2013	0001377 ORCA INFORMATION	338257		PRE-EMPLOYMENT/LEWIS	75.00 Total : 75.00
155552	9/11/2013	0002985 PACIFIC TIRE CO. INC	0068893 0068894 0069273 0069284		TIRES TIRES TIRES TIRES	111.45 63.84 1,314.68 772.26 Total : 2,262.23
155553	9/11/2013	0003164 PAINTERS ALLEY	22171 22193 22218 22271 22272 22304 22315		PAINT PAINT PAINT PAINT PAINT PAINT PAINT	221.68 260.88 64.13 195.66 65.22 130.44 71.72 Total : 1,009.73
155554	9/11/2013	0006698 PEAK MAINTENANCE SERVICES, LLC	2072		DRYER REPAIR	369.58

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155554	9/11/2013	0006698	0006698 PEAK MAINTENANCE SERVICES, LLC (Continued)			Total : 369.58
155555	9/11/2013	0000299	PLACE, SANDRA	091013	WELLNESS INCENTIVE	20.00
						Total : 20.00
155556	9/11/2013	0000746	PUGET SAFETY EQUIPMENT	0015216-IN	HARDHATS/JACKETS	504.39
						Total : 504.39
155557	9/11/2013	0000743	PUGET SOUND ENERGY	200002035950	ELECTRICITY/180 PIT ROAD	9.73
				200002036917	ELECTRICITY/CITY BEACH PARK	143.67
				200003131170	ELECTRICITY/WELL #7	12.74
				200004839284	ELECTRICITY/1019 SW SWANTOWN AV	94.12
				200007268135	ELECTRICITY/SW ERIE ST SW BARRIN	165.72
				200010549943	ELECTRICITY/WELL #6	12.74
				300000005003	ELECTRICITY/RV PARK	387.01
				300000007421	ELECTRICITY/FT NUGENT ROAD	12,355.52
				300000007421	ELECTRICITY/STREET LIGHTS	9,790.17
				300000010409	ELECTRICITY/PARKS	60.30
						Total : 23,031.72
155558	9/11/2013	0007224	RAMIREZ, ELANA	090513	KEY DEPOSIT REFUND	5.00
						Total : 5.00
155559	9/11/2013	0004654	RILEY, KENNETH	TRAVEL ADVANCE	TRAVEL ADVANCE	212.50
						Total : 212.50
155560	9/11/2013	0002508	RINEY PRODUCTION SERVICES	10-1101	TAPING SERVICES	1,982.95
						Total : 1,982.95
155561	9/11/2013	0000781	SAFEWAY	725347	GROCERIES	11.94
						Total : 11.94
155562	9/11/2013	0005967	SEATTLE AUTOMOTIVE DIST	S4-77961	ALTERNATOR	243.92
						Total : 243.92
155563	9/11/2013	0004415	SEATTLE PUMP	13-3324	HOSE/END/GASKET	1,203.38
						Total : 1,203.38

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155564	9/11/2013	0000809 SENIOR SERVICES OF ISLAND	OH07-2013		JUL 2013/SENIOR SERVICES	1,500.00
					Total :	1,500.00
155565	9/11/2013	0002358 SERVICEMASTER OF THE ISLAND	9176		SEP 2013/JANITORIAL SERVICES	775.00
					Total :	775.00
155566	9/11/2013	0000719 SEVERNS, RHONDA	091013		WELLNESS INCENTIVE	20.00
					Total :	20.00
155567	9/11/2013	0004525 SEVIER, DAVID	7080		MOORAGE REFUND	60.04
					Total :	60.04
155568	9/11/2013	0004184 SIPES, TAMRA	093013		SEP 2013/RACE COORDINATOR	2,546.00
					Total :	2,546.00
155569	9/11/2013	0000831 SIX ROBBLEES', INC	14-273533		VALVE	15.30
					Total :	15.30
155570	9/11/2013	0000843 SOLID WASTE SYSTEMS, INC	0064655-IN 0064822-IN		CARTRIDGE O RING/FILTER CAP	121.95 26.77
					Total :	148.72
155571	9/11/2013	0000846 SOUND PUBLISHING	829522		ORD 1660/1661	56.07
					Total :	56.07
155572	9/11/2013	0001503 SPILLMAN TECHNOLOGIES, INC	26328		PORTION OF TRAINING COSTS/CUST I	5,416.40
					Total :	5,416.40
155573	9/11/2013	0000851 SPRINT	140239187 182311697		LONG DISTANCE LONG DISTANCE	8.80 5.81
					Total :	14.61
155574	9/11/2013	0000860 STANDARD INSURANCE COMPANY	102212A		LIFE/POCFF	308.13
					Total :	308.13
155575	9/11/2013	0003883 STAPLES BUSINESS ADVANTAGE	3206198184 3206198185 3206879310		MARKERS LABELS STENO BOOK/LETTER OPENERS/PENS	13.71 56.97 49.88

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155575	9/11/2013	0003883 STAPLES BUSINESS ADVANTAGE	(Continued)			
			3206879312		CLEANSER	33.22
			3206879313		TONER	484.00
			3206879314		FOLDERS	90.07
			3207348201		SPINDLE/MOUSE/COMFORT DT	137.59
			3207348202		EXT HD	107.61
			3207793965		TONER	92.71
			3207793966		TONER	131.52
			3207793967		MESSAGE BOOK/SPINDLE	31.96
			3207793968		SPEAKERS/MOISTENER	29.73
					Total :	1,258.97
155576	9/11/2013	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	126.00
			1		DRIVING SERVICES	168.00
					Total :	294.00
155577	9/11/2013	0000874 SURETY PEST CONTROL	375075		PEST EXTERMINATION	54.35
			375145		PEST EXTERMINATION	43.48
			375147		PEST EXTERMINATION	30.44
			375148		PEST EXTERMINATION	43.48
			375149		PEST EXTERMINATION	30.44
			375150		PEST EXTERMINATION	38.05
					Total :	240.24
155578	9/11/2013	0000897 TMG SERVICES, INC	0035222-IN		KITS/BELTS/CLAMPS/CONNECTORS	1,024.61
					Total :	1,024.61
155579	9/11/2013	0001053 TREASURER, WASHINGTON STATE	090313		COURT/BC FEES	13,171.09
					Total :	13,171.09
155580	9/11/2013	0000923 UNITED PARCEL SERVICE	0000A0182W343		SHIPPING	93.18
					Total :	93.18
155581	9/11/2013	0000922 UNUM LIFE INSURANCE COMPANY	081913		LONG TERM CARE	142.20
					Total :	142.20
155582	9/11/2013	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	1,294.40

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155582	9/11/2013	0004903 0004903 US BANK	(Continued)			Total : 1,294.40
155583	9/11/2013	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	482.44
						Total : 482.44
155584	9/11/2013	0004903 US BANK	4485591000119689		CREDIT CARD PURCHASES	375.35
						Total : 375.35
155585	9/11/2013	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	206.83
						Total : 206.83
155586	9/11/2013	0004903 US BANK	4485590100104922		CREDIT CARD PURCHASES	131.72
						Total : 131.72
155587	9/11/2013	0004903 US BANK	4485590001840921		CREDIT CARD PURCHASES	75.84
						Total : 75.84
155588	9/11/2013	0006156 US POSTAL SERVICE - HASLER	182677		POSTAGE	3,000.00
						Total : 3,000.00
155589	9/11/2013	0000926 USBLUEBOOK	134460		FLOAT	91.83
						Total : 91.83
155590	9/11/2013	0000934 UTILITIES UNDERGROUND LOCATION	3080170		AUG 2013/LOCATES	72.48
						Total : 72.48
155591	9/11/2013	0003917 WALTON, DAVID	091013		WELLNESS INCENTIVE	20.00
						Total : 20.00
155592	9/11/2013	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW O	15		PROV SVC/GENERAL 2013	20,561.50
						Total : 20,561.50
155593	9/11/2013	0007223 WEST, MARLENE	1		TRAVEL REFUND	35.00
						Total : 35.00
155594	9/11/2013	0001039 WESTERN PETERBILT, INC	S796426 S796427 SE32069		COOLANT COOLANT REPAIR SERVICES	220.85 201.28 3,731.31

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155594	9/11/2013	0001039 0001039 WESTERN PETERBILT, INC			(Continued)	Total : 4,153.44
155595	9/11/2013	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1249		AUG 2013/ANIMAL SHELTER	7,083.33
						Total : 7,083.33
155596	9/11/2013	0001000 WHIDBEY AUTO PARTS, INC.	186608		OXYGEN/ACETYLENE	82.07
			187346		LIBRICANT/BIT	23.21
			187395		FILTERS	86.37
			187463		STETHOSC	9.86
			187596		PARTS	47.39
			187640		PLIERS	85.95
						Total : 334.85
155597	9/11/2013	0001005 WHIDBEY GENERAL HOSPITAL	WAA33564		INMATE SERVICES	113.90
						Total : 113.90
155598	9/11/2013	0001016 WHIDBEY NEWS TIMES	0000218700		SUBSCRIPTION RENEWAL	45.00
						Total : 45.00
155599	9/11/2013	0004185 WHIDBEY SEATAC SHUTTLE	13-0814-001		TRANSPORTATION	595.00
						Total : 595.00
155600	9/11/2013	0001010 WHIDBEY TELECOM	3621460		ALARM MONITORING	63.68
						Total : 63.68
155601	9/11/2013	0001391 WINDERMERE	082913		UTILITY ACCOUNT REFUND/37-647000-	108.90
						Total : 108.90
155602	9/11/2013	0006775 WORKSAFE SERVICE, INC	180710		DRUG TESTS	52.00
						Total : 52.00
155603	9/11/2013	0001061 XEROX CORPORATION	701669691		JUL 2013/COPIER RENTAL	4,749.48
						Total : 4,749.48
155604	9/11/2013	0007222 YUNKER, ROBERT	1		TRAVEL REFUND	20.00
						Total : 20.00
161 Vouchers for bank code : bank						Bank total : 467,846.13

Bank code : bank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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161 Vouchers in this report

Total vouchers : 467,846.13

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.c.
Date: September 17, 2013
Subject: Planning Commission
Re-Appointment –
Bruce Freeman

FROM: Scott Dudley, Mayor 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is for the Council to confirm Mayor Dudley's re-appointment of Bruce Freeman to the Planning Commission

FISCAL IMPACT DESCRIPTION

None

SUMMARY STATEMENT

Bruce Freeman was appointed to the Planning Commission in January 2013 to fill an unexpired term. He has confirmed that he is willing to serve if re-appointed. If confirmed, Mr. Freeman's three-year term would expire September 2016.

Mayor Dudley recommends that Bruce Freeman be confirmed to serve a three-year term on the Planning Commission.

RECOMMENDED ACTION

Confirm Mr. Freeman's re-appointment to the Planning Commission.

ATTACHMENTS

None.

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.d.
Date: September 17, 2013
Subject: Planning Commission
Re-Appointment –
Sandi Peterson

FROM: Scott Dudley, Mayor 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is for the Council to confirm Mayor Dudley's re-appointment of Sandi Peterson to the Planning Commission

AUTHORITY

Oak Harbor Municipal Code, Chapter 18.04 Planning Commission:

18.04.010 Commission Created – Membership.

The city planning commission shall consist of seven members, appointed by the mayor, subject to the approval of the city council.

FISCAL IMPACT DESCRIPTION

None

SUMMARY STATEMENT

Sandi Peterson was appointed to the Planning Commission in March 2013 to fill an unexpired term. She has confirmed that she is willing to serve if re-appointed. If confirmed, Ms. Peterson's three-year term would expire September 2016.

Mayor Dudley recommends that Sandi Peterson be confirmed to serve a three-year term on the Planning Commission.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Confirm Ms. Peterson's re-appointment to the Planning Commission.

ATTACHMENTS

None.

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.e.
Date: September 17, 2013
Subject: Oak Harbor Youth Commission
Appointment – Cedric Niiro

FROM: Scott Dudley, Mayor 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is for the Council to confirm Mayor Dudley's appointment of Cedric Niiro to the Oak Harbor Youth Commission.

AUTHORITY

Oak Harbor Municipal Code, Chapter 2.250 Oak Harbor Youth Commission:

2.250.020 Membership.

(1) The Commission shall consist of up to 17 members appointed by the mayor subject to city council approval.

FISCAL IMPACT DESCRIPTION

None

SUMMARY STATEMENT

If confirmed, Mr. Niiro would complete an unexpired term. This term would expire October 2015.

Mayor Dudley recommends that Cedric Niiro be confirmed to serve the remainder of the term.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Confirm Mr. Niiro's appointment to the Oak Harbor Youth Commission.

ATTACHMENTS

Mr. Niiro's biography.

received
8-22-13 PP

Biography Form

Recommended Board Appointment for: Oak Harbor Youth Commission

Name: Cedric Niiro Date: August 21, 2013

Address: P.O. Box 708

City, State, Zip: Oak Harbor, WA 98277

Telephone Number: 675-4451 Email Address: cniiro@oakharbor.org

Mailing Address (if different from above): _____

Resident of Oak Harbor/Whidbey Island for: 21 yrs/8 months

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

Oak Harbor Police Department

Local Group or Civic Affiliations: CADA Board of Directors, Oak Harbor Police

Department Explorer Post Advisor

Special Interests: Youth Activities, Outdoor activities

Other General Comments: Past Board member and board President Neutral

Zone, Past Board Member Partnership with Youth

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

Bill No. C/A 4.f.
Date: September 17, 2013
Subject: Island County Solid Waste
Management Contract

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to authorize the Mayor to sign a six year agreement with Island County for solid waste management services. In December 2012, the City Council approved a one year agreement with Island County for these services to allow the City time to evaluate the feasibility of constructing our own solid waste transfer station. The feasibility study has been completed and it has been determined that it is not cost effective for the City of Oak Harbor to construct and operate our own solid waste transfer station. The proposal agreement is similar to the one approved in December 2012 with the exception that the term is for six years. This term puts the City of Oak Harbor on the same contract schedule as the Town of Coupeville and the City of Langley in regards to the County's Comprehensive Plan and Solid Waste Management Agreement.

SUMMARY STATEMENT

The City has a contract with Island County to provide long haul transport and permanent disposal of solid waste at a solid waste facility in western Washington. Island County also develops and manages the Solid Waste and Moderate-Risk Waste Management Plan for the County, including the City of Oak Harbor. The contract with Island County expires in December 2013. The proposed contract will extend that arrangement through December 31, 2019.

PREVIOUS COUNCIL ACTIONS

December 18, 2012 – City Council authorized the Mayor to sign a one year solid waste management agreement with Island County.

CITY COUNCIL WORKSHOP

August 28, 2013 – Council was presented a copy of the contract, although the item was not discussed.

RECOMMENDED ACTION

A motion authorizing the Mayor to sign a six year agreement with Island County for solid waste management services.

ATTACHMENTS

- 2014 Solid Waste Management Contract

**AGREEMENT REGARDING
SOLID WASTE MANAGEMENT**

Section 1. **AGREEMENT.** This Agreement Regarding Solid Waste Management (“Agreement”) is among Island County, Washington (“County”) and the cities and towns (“cities”) located in the County that determine pursuant to RCW 70.95.080 to contract with the County for solid waste planning and management. The County and cities entering this Agreement are the “Parties.” The Parties agree as follows.

Section 2. **RECITALS/PURPOSE.**

2.1 Island County and each of the cities executing this Agreement are authorized and directed by Chapter 70.95 RCW to prepare a Comprehensive Solid and Moderate Risk Waste Management Plan (Comprehensive Plan), and are further authorized by RCW 70.95.080, and other authority including but not limited to RCW 36.58.040 and RCW 35.21.152, to contract for the administration and implementation of a Comprehensive Plan.

2.2 Island County has prepared a Comprehensive Plan which has been approved by the Washington State Department of Ecology and adopted by the Board of Island County Commissioners. The adopted Plan includes a Moderate Risk Waste Element and a Recycling element for the County and cities of the County.

2.3 Providing the most effective and efficient management and control of solid waste generated in Island County, including its cities, requires designation and use of the solid waste handling and disposal system established by the County and the County Comprehensive Plan to the fullest extent possible. This Agreement designates and provides for the use of the County System by the cities. The County System will incorporate any mutually approved changes in a city’s operation as part of that system, by separate agreement with any such city.

Section 3. **DEFINITIONS.** For the purposes of this Agreement, and unless the context provides otherwise, the following definitions apply.

3.1 "Agreement" means this Agreement Regarding Solid Waste Management.

3.2 "City" means a city or town located in Island County, Washington, that signs this Agreement.

3.3 "Comprehensive Solid and Moderate Risk Waste Management Plan" or "Comprehensive Plan" means the Island County Comprehensive Solid and Moderate Risk Waste Management Plan, including a recycling element, adopted by Island County on January 28, 2008 and as may be revised or amended from time to time thereafter.

3.4 "County" means Island County, Washington.

3.5 "County System" means all facilities for solid waste handling owned or operated, or contracted for, by the County, and all administrative activities related thereto.

3.6 "Person" means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation or any other entity whatsoever.

3.7 "Solid Waste" means solid waste as defined by RCW 70.95.030(22) and WAC 173-350-100 with the exception of wastes excluded, by WAC 173-350-020 as now in effect or hereafter amended.

3.8 "Solid waste handling" means, the management, storage, collection, transportation, treatment, utilization, processing, and final disposal of solid wastes, including the recovery and recycling of materials from solid wastes, the recovery of energy resources from such wastes or the conversion of the energy in such wastes to more useful forms, or combinations thereof; and as the term "solid waste handling" may be modified by amendments to RCW 70.95.030(23).

Section 4. **RESPONSIBILITY FOR SOLID WASTE DISPOSAL.** For the duration of this Agreement, the County shall be responsible for the disposal of all Solid Waste generated within unincorporated areas of the County and within each of the cities, consistent with the Comprehensive Plan. The County shall not be responsible for disposal of, and this Agreement does not apply to, Solid Waste that has been eliminated through waste reduction or waste recycling activities in conformity with the Comprehensive Plan.

Section 5. **COMPREHENSIVE PLAN.** For the duration of this Agreement, each city shall participate in the Comprehensive Plan prepared and periodically reviewed and revised every five years pursuant to chapter 70.95 RCW. By this Agreement, each city authorizes the County to include in the Comprehensive Plan provisions for the management and handling of solid waste generated in each City.

Section 6. **CITY DESIGNATION OF COUNTY SYSTEM FOR SOLID WASTE DISPOSAL.** By this Agreement each City hereby designates the County System for the disposal of all Solid Waste generated within the corporate limits of that City. And, within the scope of the Comprehensive Plan, each city authorizes the County to designate a disposal site or sites for the disposal of all Solid Waste generated within the corporate limits of that City, except for (1) recyclable and other materials removed from solid waste by reduction or waste recycling activities under the Comprehensive Plan, and (2) those wastes including hazardous or hard-to-handle wastes either prohibited by law or required by the County Solid Waste Department to be specially handled. This designation of the County System shall continue in full force and effect for a period of ~~sixseven~~ (76) years beginning January 1, 2014 after the effective date of this Agreement except as provided in Agreement Section 12. The designation of the County System in this Agreement shall not reduce or otherwise affect each city's control over Solid Waste collection as permitted or required by applicable state law.

Section 7. **FINANCE AND BUDGETING.**

7.1 The County will prepare and submit to a City or its contract-hauler on a monthly basis an invoice listing the weight in tons of Solid Waste delivered by a City or contract-hauler to the County's Coupeville Transfer Station (or, as provided by separate contract, the City of Oak Harbor's Transfer Station). The City of Oak Harbor, the Town of Coupeville and the City of Langley will reimburse Island County for processing and disposing of the delivered Solid Waste at the current disposal rate duly adopted by the Board of Island County Commissioners. (Note: any "billing charge" for the disposal of delivered Solid Waste is included in the adopted rate). ~~The City of Oak Harbor will reimburse the County the invoiced amount for the cost of transport, disposal of Solid Waste, moderate risk waste handling and disposal, post-closure care costs, and other specific, mutually agreed charges for which the City is responsible as detailed in Island County's adopted Solid Waste and Septage Rate Study and any other applicable agreement(s) between County and City of Oak Harbor.~~

7.2 If hazardous or dangerous waste of any origin, as defined in Chapter 173-303 WAC is found to be in a container of solid waste originating in a city (whether from municipal collector or

contract-hauler), city will reimburse County the actual cost incurred in disposing of the hazardous waste at a permitted hazardous waste landfill.

7.3 Each party shall be responsible for budgeting and financing its own obligations under this Agreement.

Section 8. **WASTE REDUCTION AND RECYCLING.** The cities and the County hereby agree to cooperate to achieve the priorities for waste reduction and waste recycling set forth in the Comprehensive Plan or subsequent adopted revisions of the Comprehensive Plan.

Section 9. **HAZARDOUS WASTE ELIMINATION.** To extent required by Federal and State law, each city will establish operating procedures for elimination and management of hazardous waste for municipal collectors and contract collectors, and will prevent hazardous waste from either municipal collectors and/or contract collectors from being transferred or delivered to the County System.

Section 10. **DURATION – EFFECTIVE DATE.** This Agreement shall take effect and be in force following execution by a duly authorized representative of the County and of a city (as to that city) – the “Effective Date.” The Agreement shall continue to be in full force and effect for ~~sixseven (67)~~ years ~~beginning January 1, 2014 from the Effective Date~~, unless terminated as described in Agreement Section 12.

Section 11. **NO SEPARATE LEGAL AGENCY OR PROPERTY.**

11.1 No separate legal or administrative agency is created by this Agreement. Administration of this agreement shall be by the County, working through the below-identified city representatives.

County
Island County Solid Waste Manager
P.O. Box 5000
Coupeville, WA 98239

City of Langley
See Agreement with Langley

Town of Coupeville
See Agreement with Coupeville

City of Oak Harbor
Director of Operations, City of Oak Harbor Public Works
865 SE Barrington Drive, Oak Harbor, WA 98277

11.2 Each party will be responsible for acquiring, holding and disposing of property, real and/or personal, to carry out the terms of this Agreement. This Agreement does not provide for or authorize the joint acquisition, holding or disposition of any property.

Section 12. **REVISION, AMENDMENT, SUPPLEMENTATION OR TERMINATION.** This Agreement shall be reviewed by the parties ~~every 5 years in 2013~~. At that time the terms of the Agreement may be revised, amended or supplemented upon written agreement of participating parties. No revision, amendment or supplementation shall be adopted or put into effect if it impairs any contractual obligation of the County. This Agreement may be terminated by either party prior to the expiration date in conjunction with the revision of the Comprehensive Plan as described in Agreement

Section 5.

Section 13. **MISCELLANEOUS.**

13.1 No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Agreement.

13.2 No other person or entity shall be entitled to be treated as third party beneficiary of this Agreement.

13.3 Passage of this Agreement replaces, rescinds and supersedes any prior contract or agreement between any of the contracting parties dealing with or relating to solid waste handling in Island County.

13.4 This Agreement shall be construed pursuant to the laws of the State of Washington. The venue for any dispute arising out of or relating to this Agreement shall be the Superior Court of the State of Washington for Island County.

13.5 No provision or provisions of this Agreement or any authority granted by this Agreement is intended to create or result in any personal liability for any public official or employee or agent of the County or a city, nor shall any provision or provisions of this Agreement be construed to create any such liability.

13.6 This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.

13.7 This Agreement contains the complete statement of the understanding of the Parties with respect to the subject matter of this Agreement. There are no other representations, agreements, or understandings, oral or written, by the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. Each Party acknowledges and represents to the other Party that it is executing this Agreement solely in reliance upon its own judgment and knowledge and that it is not executing this Agreement based upon the representation or covenant of the other Party, or anyone acting on such Party's behalf, except as expressly stated herein.

13.8. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents or employees to the fullest extent required by law, and further agrees to save, indemnify, defend and hold the other party harmless from any such liability.

[Remainder of this page blank. Signature page follows.]

AGREEMENT REGARDING SOLID WASTE MANAGEMENT

Board of Island County Commissioners

City of Oak Harbor

Helen Price Johnson, Chair

Scott Dudley, Mayor

Date:

Date: _____

See Agreement with Town of Coupeville

See Agreement with City of Langley

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.g.
Date: September 17, 2013
Subject: Oak Harbor Youth Commission
Appointment – Brenda Kovach

FROM: Scott Dudley, Mayor 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is for the Council to confirm Mayor Dudley's appointment of Brenda Kovach to the Oak Harbor Youth Commission.

AUTHORITY

Oak Harbor Municipal Code, Chapter 2.250 Oak Harbor Youth Commission:

2.250.020 Membership.

(1) The Commission shall consist of up to 17 members appointed by the mayor subject to city council approval.

FISCAL IMPACT DESCRIPTION

None

SUMMARY STATEMENT

If confirmed, Ms. Kovach would complete an unexpired term. This term would expire November 2015.

Mayor Dudley recommends that Brenda Kovach be confirmed to serve the remainder of the term.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Confirm Ms. Kovach's appointment to the Oak Harbor Youth Commission.

ATTACHMENTS

Ms. Kovach's biography.

City of Oak Harbor City Council Agenda Bill

Bill No. 6.a.
Date: September 17, 2013
Subject: Ordinance 1670 Relating to
Standing Committee Meetings

FROM: Larry E. Cort, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to introduce for discussion and action the City Council's preference to either revert to the standing committee meetings or extend the current monthly workshop meeting format. Draft Ordinance 1670 would, if approved, extend the current suspension on standing committee meetings for an additional three months through December 31, 2013. Should the Council wish to revert to the use of standing committees, no action is required since the suspension is scheduled to sunset on September 30, 2013.

FISCAL IMPACT DESCRIPTION

Likely reduction in costs associated with taping and televising Council meetings.

SUMMARY STATEMENT

On April 2, 2013, the City Council agreed to suspend the standing committee meetings through Ordinance 1656 for a trial period of three months. On June 18, 2013, the Council approved Ordinance 1663 to extend the trial period for another three months through September 30, 2013. Action is required at the September 17, 2013 City Council meeting if the Council elects to extend the monthly workshop meeting format. No action is required to revert to the use of standing committees.

RECOMMENDED ACTION

- No action required to revert to standing committees.
- Adopt Ordinance 1670 to extend monthly workshop format for an additional three months.

ATTACHMENTS

Draft Ordinance 1670

ORDINANCE 1670

AN ORDINANCE OF THE CITY OF OAK HARBOR, WASHINGTON AMENDING ORDINANCE 1663 SUSPENDING THE REGULAR MEETINGS OF CITY COUNCIL STANDING COMMITTEES ESTABLISHED UNDER OHMC 1.04.015; AUTHORIZING SPECIAL CITY COUNCIL WORKSHOP MEETINGS; AND PROVIDING FOR SUNSET OF THIS ORDINANCE

WHEREAS, pursuant to OHMC 1.04.015 four standing committees of the Oak Harbor City Council are established to facilitate the legislative functions of the Council; and

WHEREAS, each standing committee has a regular date and time for its meetings; and

WHEREAS, pursuant to Ordinance 1656 adopted March 19, 2013, the Oak Harbor City Council temporarily suspended the meetings of said standing committees and conducted special meetings of the full City Council for a period of 90 days in lieu of said standing committee meetings; and

WHEREAS, pursuant to Ordinance 1663 adopted June 18, 2013, the Oak Harbor City Council amended Ordinance 1656 to extend the temporary suspension of said standing committees through September 30, 2013; and

WHEREAS, the Oak Harbor City Council desires to extend the suspension of standing committee meetings and continue to conduct special meetings of the full City Council for an additional 90-day period;

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

Section One. The standing committee meetings as set forth in OHMC 1.04.015 are hereby suspended for the months of October, November and December, 2013. In place of said standing committee meetings the City Council may schedule special meetings of the full City Council by motion, at dates and times to be determined by the City Council. Said workshop meetings shall be in lieu of said standing committee meetings.

Section Two. Unless otherwise extended by action of the City Council, this ordinance shall sunset and be of no further effect on December 31, 2013.

Dated this 17th day of September 2013.

CITY OF OAK HARBOR

Attest:

Scott Dudley, Mayor

Valerie J. Loffler, City Clerk

Approved as to Form:

Grant K. Weed, City Attorney

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

Bill No. 6.b.
Date: September 17, 2013
Subject: Park Code Update- Introduction and
Setting a public hearing

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to repeal two Chapters of the Oak Harbor Municipal Code dealing with Conduct in Parks and Playgrounds, Chapter 6.12, and Park Code, Chapter 6.14, and adopt one new consolidated Park Code, Chapter 6.12.

FISCAL IMPACT DESCRIPTION

Funds Required: None

Appropriation Source: 001.70 Parks

SUMMARY STATEMENT

Many sections of the Oak Harbor Municipal Park Code were written in the 1960s and 1970s and do not adequately address current issues. Ordinance 1669 rescinds Chapters 6.12 and 6.14 and replaces them with a consolidated Chapter 6.12 which includes language that is more applicable to current times. This Ordinance also includes provisions to allow vendors in designated areas in the parks with approval of City Council and will allow the sale of alcohol in designated areas at certain special events that are approved by City Council.

The City of Oak Harbor Park Board approved the proposal to modify the OHMC to allow licensed vendors and concessions in Community Parks at their May 13, 2013 meeting, and they approved the proposal to allow the sale of alcohol at Council approved special events held at Windjammer, Ft. Nugent and Catalina Parks on a 12 month trial basis at their June 19, 2013 meeting. Ordinance 1669 was also distributed to the Park Board at their September 16 meeting.

RECOMMENDED ACTION

Introduce Ordinance 1669 and set a Public Hearing date for October 1, 2013.

ATTACHMENTS

Ordinance 1669 Repealing Oak Harbor Municipal Code Chapters 6.12 and 6.14 and Adopting a New Consolidated OHMC Chapter 6.12.

ORDINANCE NO. 1669

AN ORDINANCE OF THE CITY OF OAK HARBOR, WASHINGTON REPEALING CHAPTER 6.12 OAK HARBOR MUNICIPAL CODE, “CONDUCT IN PARKS AND PLAY-GROUNDS,” REPEALING CHAPTER 6.14 OAK HARBOR MUNICIPAL CODE, “PARK CODE,” AND ADOPTING A NEW CONSOLIDATED CHAPTER 6.12 PARKS CODE

The City Council of the City of Oak Harbor, Washington do ordain as follows:

Section 1. Chapter 6.12 Oak Harbor Municipal Code, “Conduct in Parks and Playgrounds” is hereby repealed.

Section 2. Chapter 6.14 Oak Harbor Municipal Code, “Park Code” is hereby repealed.

Section 3. A new Chapter 6.12 Oak Harbor Municipal Code, entitled “Parks Code” is hereby adopted reading as follows:

**Chapter 6.12
PARKS CODE**

Sections

- 6.12.010 Purpose**
- 6.12.020 Construction**
- 6.12.030 Definitions**
- 6.12.040 Rule Making Authority; Code of Conduct**
- 6.12.050 Closing Hours for Parks**
- 6.12.060 Vendors and Concessionaires in Parks**
- 6.12.070 Special Events under Permit**
- 6.12.080 Reservations for Camping in Selected Parks or Park Areas**
- 6.12.090 Offenses in Parks that are Gross Misdemeanors**
- 6.12.100 Offenses in Parks that are Misdemeanors**
- 6.12.110 Violations in Parks that are Infractions**
- 6.12.120 Park Exclusion**
- 6.12.130 Emergency Park Closings**
- 6.12.140 Discrimination Prohibited**
- 6.12.150 Reward Posting**
- 6.12.160 Severability**

Section 6.12.010 Purpose. The City of Oak Harbor finds as follows, and declares that this chapter is passed to address the following facts:

(1) Unlawful and inappropriate behavior in the City's parks diminishes these precious assets and deprives citizens of the full use and enjoyment of the natural beauty and amenities of the City's parks;

(2) A wide range of illegal disorderly behavior can transform a park into an unwelcoming, unattractive, and ultimately an unsafe public place requiring increased expenditures for public safety and maintenance;

(3) To preserve the City's parks in their desired condition for all citizens, the City needs a range of criminal sanctions and civil tools to deter illegal behavior, prevent its recurrence and provide for the removal of offenders from the City's parks.

Section 6.12.020 Construction. This Chapter is hereby declared to be an exercise of the police power of the State of Washington and the City of Oak Harbor for the public peace, health, safety and welfare, and its provisions shall be liberally construed.

Section 6.12.030 Definitions. The terms used in this Chapter and other Chapters concerning or referring to parks, unless clearly contrary to or inconsistent with the context in which used, shall be construed and mean as follows:

(1) "Administrator" means the public works superintendent or his or her designee in charge of the parks department except for the marina in which case, the harbormaster is the administrator. During absences from the City for whatever reason, the mayor may designate an alternative "administrator" to carry out the duties under this chapter. The person appointed need not be the same person as the one to take over other duties of the public works superintendent in charge of the Oak Harbor park system.

(2) "Athletic facility in a park" shall be those open air facilities in a park prepared for a specific athletic activity, including but not limited to softball or baseball fields, soccer fields, football fields, tennis courts, and a running tract. Said athletic facilities shall be identified with a sign identifying them as an athletic facility.

(3) "Chief of police" means the chief of police of the Oak Harbor police department or his or her designee.

(4) "Camp" means to remain overnight, to erect a tent or shelter, or to use sleeping equipment, a vehicle, or a trailer or camper for the purpose or in such a way as will permit remaining overnight.

(5) "Council" means the members of the city council of the City of Oak Harbor.

(6) "Felony violation" means the violation of a criminal law, the conviction of which would (a) carry a maximum sentence in excess of one (1) year's imprisonment, or (b) constitute a felony in Title 9A of the Revised Code of Washington.

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

(8) “Park rule” means those particular rules or codes of conduct adopted in accordance with Section 6.12.040 of this Chapter.

(9) “Running at large” “ means a dog or animal off the premises of the owner and not under the immediate control of the owner or other competent person authorized by the owner by means of a leash, cord or chain except when in or on any vehicle and securely confined to such vehicle.”

(10) “Weapon violation” means possession or use of a weapon in violation of Chapter 9.41 Revised Code of Washington.

(11) Wherever consistent with the context of this chapter, words in the present, past or future tenses shall be construed to be interchangeable with each other and words in the singular number shall be construed to include the plural.

Section 6.12.040 Rule Making Authority; Code of Conduct. The Administrator and the Chief of Police or their designees shall have the power to enforce this Chapter. The Administrator and the Chief of Police or their designees shall have the power to draft, secure public input on, and present to the Council for final adoption rules and regulations consistent with this Chapter to manage and control the parks of the City. Such rules and regulations may:

- (1) Clarify, interpret or apply this Chapter;
- (2) Further regulate the use of City parks consistent with this Chapter;
- (3) Further regulate conduct in City parks consistent with this Chapter;
- (4) Designate restricted areas in City parks;
- (5) Establish, change or alter opening and closing hours for particular parks, or particular facilities in a park, or the times and hours for entry of motor vehicles into parks;
- (6) Regulate public or private recreation programs using City parks;
- (7) If otherwise allowed by this Chapter, restrict and/or prohibit the use of any skateboard, roller skate, coaster or any other wheeled device in any park where necessary for the public safety or public convenience in using parks. This right to

regulate shall not apply to a person with a disability who uses wheeled equipment in order to be ambulatory.

(8) Impose more restrictive speed limits on the use of all park paths, trails and walks, whether improved or unimproved, as required for public safety.

(9) Establish a permit system, consistent with law, for activities not requiring a lease or concessionaire agreement, or a special event permit under Chapter 5.50 OHMC but having unique or special effects on the parks, including reserving a room, area or facility in a park, posting notices of signs, any digging or excavating in any park, chaining any property to trees or improvements in the parks, making a use different in kind from the normal use of a park. No permits shall be required of City park employees, or City contractors acting in the scope and course of their duties. Any permits issued under the authority of rules or code of conduct under the authority of this section shall be temporary, and may be revoked at any time by the Administrator or the Chief of Police or their respective designees.

Section 6.12.050 Closing Hours for Parks. Unless a different closing hour has been established by a duly approved rule or regulation, all City parks, and all facilities in all City parks shall be closed between the hours of 10:00 p.m. and 5:00 a.m. of any day. Park and facility closing hours shall be clearly posted at main entrances to each park and on each park facility.

Section 6.12.060 Vendors and Concessionaires in Parks. Subject to activities allowed by the U.S. Constitution or comparable provision of the Washington State Constitution, and subject to activities allowed by either a lease with the City, a concession agreement with the City, or a special event permit issued pursuant to Chapter 5.50 OHMC, no person shall sell, rent, or offer to sell or rent any service or merchandise, including but not limited to any liquid, edible, or other tangible object, in a City park. Vendors and concessionaires in parks shall be authorized to sell or rent consistent with their lease or concession agreement with the City.

Section 6.12.070 Special Events under Permit. Where an activity in a park would be a special event under Chapter 5.50 OHMC, a special event permit consistent with that chapter shall be obtained. All activities in City parks under a special event permit shall be conducted strictly in accordance with the terms of the special event permit issued under Chapter 5.50 OHMC.

Section 6.12.080 Reservations for Camping in Selected Parks or Park Areas. Camping is prohibited in City parks except at such places designated for camping and designated by signs for camping. Areas for camping may be reserved consistent with rules and regulations adopted under this Chapter or as allowed in Chapter 6.13 OHMC.

Section 6.12.090 Offenses in Parks that are Gross Misdemeanors. Each of the following actions or inactions, as the case may be, are unlawful and a gross misdemeanor. Any person convicted of such a crime may be punished by a fine in any sum not to ex-

ceed \$5,000 or by imprisonment not to exceed 364 days, or by both such fine and imprisonment.

(1) It is unlawful and a gross misdemeanor to knowingly or intentionally and unreasonably to interfere with any individual or group engaged in lawful use of a park or park facility.

(2) It is unlawful and a gross misdemeanor to willfully mark, mar, deface, disfigure, injure, tamper with, displace, remove, burn, cut, carve, dig up or damage any park property or attendant facility, statute, structure, monument, fountain, vase, wall, fence, railing, vehicle, bench, plant, tree, shrub or buried object.

(3) It is unlawful and a gross misdemeanor to urinate or defecate in any place in a park other than in a designated restroom, or where allowed in a port-a-potty or restroom of a recreational vehicle.

(4) Except because of the health condition of the person, it is unlawful and a gross misdemeanor to urinate or defecate on the floor or walls of a public restroom.

(5) Except in lawful self defense or defense of another, or except as part of an authorized activity in the park, it is unlawful and a gross misdemeanor to use or discharge a weapon in a park.

(6) Except for a City employee in the performance of his or her duties, or except for persons given permission by the Administrator or Chief of Police or their designee, it is unlawful and a gross misdemeanor for any person to enter or go upon an area of a park, building or structure in a park which has been designated and posted by the Administrator or Chief of Police or their designee as “no admittance” or “no trespassing” area by signage.

(7) It is unlawful and a gross misdemeanor for any person subject to a valid notice of exclusion to enter or go upon a park contrary to the terms of the notice of exclusion.

Section 6.12.100 Offenses in Parks that are Misdemeanors. Each of the following actions or inactions, as the case may be, are unlawful and a misdemeanor. Any person convicted of such a crime may be punished by a fine in any sum not to exceed \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment.

(1) It is unlawful and a misdemeanor to willfully attach a rope, wire or other contrivance to a tree, plant shrub or structure in a park.

(2) Except for a City employee in the performance of his or her duties, or except for persons given permission by the Administrator or Chief of Police or their de-

signee, it is unlawful and a misdemeanor for any person to enter or go upon a park or part of a park when the park or the area of the park is closed.

(3) It is unlawful and a misdemeanor to operate any motor vehicle or motorcycle for the purposes of testing it, or ascertaining its fitness for service, along or upon any park drive, parkway or park boulevard in any park.

(4) It is unlawful and a misdemeanor for any person to use tobacco products within twenty five (25) feet of the entrance to any park facility or within twenty five (25) feet of any athletic facility in a park.

Section 6.12.110 Violations in Parks that are Infractions. Each of the following actions or inactions, as the case may be, is a violation and an infraction. Any person convicted of such violation shall be punished as set out in Chapter 1.20 OHMC, as now in effect or hereafter amended.

(1) It is a violation and an infraction to block any sidewalk or pathway in a park or adjacent to a park. "Blocking" means standing, sitting, or reclining on a sidewalk by oneself or in concert with others in such a way that more than half of the width of a sidewalk or walkway is blocked for normal use as a sidewalk or walkway.

(2) It is a violation and an infraction to unreasonably impede access to any restroom or restroom stall in a park. "Unreasonably impede" means impede by their person, or by the placement of personal property in such a fashion that a normal pathway into the restroom, or stalls in a restroom is not maintained.

(3) Except for a City employee in the performance of his or her duties, or except for persons given permission by the Administrator or Chief of Police or their designee, it is a violation and infraction to enter, remain in, rest, stand, or sit in any flower bed or landscaped area within a City park. A "landscaped area" shall not include an area where a bench is provided, or an area devoted only to planted lawn.

(4) It is a violation and an infraction to stand or walk or lay down on the table tops of any picnic table or counter-top in a kitchen area of a park.

(5) Except for persons given permission by the Administrator or Chief of Police or their designee or concessionaires or lessees consistent with their concession agreement or lease, it is a violation to throw, leave, tack, or post any poster, advertisement, or sign advertising for any good, service, meeting of people or otherwise within a City park.

(6) It is a violation and an infraction to aggressively solicit, interfere with, and/or accost other persons in City parks for the purposes of selling, begging or otherwise interfering with another's use of the park or adjacent sidewalks or walkways.

- (7) Except in areas allowed for concessionaires or lessees, or for areas under special use permit under Chapter 5.50 OHMC, it is a violation and an infraction to possess an open liquor container in a park.
- (8) Except in areas allowed for concessionaires or lessees, or for areas under special use permit under Chapter 5.50 OHMC, it is a violation and an infraction to consume intoxicating liquors in a park.
- (9) It is a violation and an infraction to dispose of or deposit any refuse or other material in a park, except in designated receptacles.
- (10) It is a violation and an infraction to dump or dispose of garbage generated or created outside a park in a receptacle within a park. Wrappings for edibles purchased outside the park, but consumed within a park shall not be deemed to violate this subsection.
- (11) It is a violation and an infraction to chain, lock, connect or store any item of tangible personal property, including but not limited to a bicycle, in any area of a park except for areas designated for such storage for such times as allowed by posted notice.
- (12) It is a violation and an infraction to allow or permit any dog or other animal to run at large in any park, or enter any lake, pond, pool, fountain or stream therein, with the exception of areas designated as “off-leash.”
- (13) It is a violation and an infraction to allow a dog or animal to defecate in a park and not clean up after the dog or animal and properly dispose of the dog or animal waste.
- (14) Except for a service animal, it is a violation and an infraction to allow or permit any dog or other animal in any building in any park.
- (15) It is a violation and an infraction to explode any fireworks, firecrackers, torpedo or any explosive of any kind in any park.
- (16) For devices not weapons under state law, it is a violation and an infraction to discharge any air gun, paint ball gun, B.B. gun or any other type of gun or rocket (i.e. potato guns and the like) in any park.
- (17) Except in conjunction with an activity authorized by the Administrator or Chief of police or designee, it is a violation and an infraction to shoot any slingshot or bow and arrow in any park.

(18) Except as allowed by properly adopted rules and regulations, it is a violation and infraction to take up collections as a strolling musician, organ grinder, street performer, or street artist in any park.

(19) Except at places set apart for such purposed use and so designated by signs, or in an emergency, it is a violation and infraction to have, keep or operate any boat, float, raft or other watercraft in or upon any bay, lake, slough, river or creek within the limits of any park or to land the same at any point upon the shores thereof bordering upon any park.

(20) Except in areas designated for such riding, and then only at speeds less than 15 miles per hour, it is a violation and infraction to ride or drive any motorcycle, motor vehicle, motorized skateboard, motorized bicycle, motorized scooter, horse or pony over or through any park.

(21) Except in places designated for such use, it is a violation and infraction to practice, or play golf, baseball, cricket, lacrosse, polo, archery, hockey, tennis, badminton, football, soccer or other games of like character or to hurl any airborne or other missile, including the flying of model airplanes or rockets in any park. Playing catch with any type of ball or playing catch with a Frisbee shall not be deemed to violate this subsection.

(22) Except where permission has been obtained from the Administrator or Chief of Police or designee, it is a violation and an infraction to engage in, conduct or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicles, power boat, aircraft or animal in any park.

(23) It is a violation and an infraction to build any fires in any park except in areas designated for such use and posted for such use by appropriate signage.

(24) Except as authorized by a Special Event Permit issued pursuant to Chapter 5.50 OHMC, it is a violation and an infraction to use any public address system, loudspeaker, or other sound amplifying device in any park.

6.12.120 Park Exclusion. The Administrator or the Chief of Police or designee may by delivering an exclusion notice in person to the offender exclude from a City park anyone who within a City park (1) violates any provision within this Chapter, (2) violates any park rule or code of conduct properly adopted under OHMC 6.12.040, or (3) violates any other provision of the Oak Harbor Municipal Code or the Revised Code of Washington. The offender need not be charged, tried, or convicted of any crime or infraction in order for an exclusion notice to be issued or effective. The exclusion may be based upon observation or upon reports that would ordinarily be relied upon by police officers in the determination of probable cause.

(1) If the offender:

(a) Has not been excluded from any City park by an exclusion notice issued within one (1) year prior to the violation and the current violation is not a felony or weapon violation, the Administrator or Chief of Police or designee may exclude the offender from the City park in which the current violation occurred for a period not exceeding seven (7) days from the date of the exclusion notice.

(b) Has been the subject of only one (1) prior exclusion notice issued within one (1) year prior to the current violation and neither the current nor the past violation was a felony or weapon violation, then the Administrator or Chief of Police or designee shall exclude the offender from the City park in which the current violation occurred for a period of ninety (90) days from the date of the exclusion notice.

(c) Has been the subject of two (2) or more prior exclusion notices issued within one (1) year prior to the current violation, all from the same City park in which the current violation occurred, or if the current violation is a felony or weapon violation, then the Administrator or Chief of Police or designee shall exclude the offender from the City park in which the current violation occurred for a period of one (1) year from the date of the exclusion notice.

(d) Has been the subject of two (2) prior exclusion notices within one (1) year prior to the current violation and, in combination, the current violation and those prior violations, and those prior violations took place in two (2) or more City parks, then the Administrator or Chief of Police or designee shall exclude the offender from all City parks for a period of one (1) year from the date of the exclusion notice.

(2) The exclusion notice shall be in writing and shall contain the date of issuance. The exclusion notice shall specify the length and places of exclusion. It shall be signed by the issuing individual. Warning of the consequences of failure to comply shall be prominently displayed on the notice.

(3) Only after a hearing may an exclusion notice be shortened or rescinded.

(4) An offender receiving an exclusion notice longer than seven (7) days may seek a hearing before the City Administrator to have the exclusion notice rescinded or the period of exclusion shortened. The request for a hearing shall be in writing and shall be delivered to the City Clerk, 865 SE Barrington Drive, Oak Harbor WA, 98277, or postmarked no later than ten (10) days after the issuance date of the exclusion notice. A copy of the exclusion notice shall be included with the request for hearing. The hearing shall occur within ten (10) days after the request for a hearing is received. The City shall take reasonable steps to notify the offender of the date, time and place of the hearing.

(5) At the hearing, the City must prove the violation by a preponderance of the evidence to uphold the exclusion notice. If the exclusion notice was issued because of the alleged violation of any criminal law, the offender need not be charged, tried or convicted for the exclusion notice to be upheld. The exclusion notice establishes a prima facie case that the offender committed the violation as described. The hearing officer may consider evidence that would not be admissible under the rules of evidence in a court of law, but must consider only relevant and trustworthy evidence.

(6) If the violation is proved, the exclusion notice shall be upheld, but upon good cause shown, the hearing officer may shorten the duration of the exclusion. If the violation is not proved by a preponderance of the evidence, the hearing officer shall rescind the exclusion. If the hearing officer rescinds the exclusion, the exclusion shall not be considered a prior exclusion for purposes of this Chapter.

(7) The decision of the hearing officer is final. An offender seeking judicial review of the hearing officer's decision must file an application for a writ of review in the Island County Superior Court within fourteen (14) days of the date of that decision.

(8) The exclusion shall remain in effect during the pendency of any administrative or judicial proceeding.

(9) No determination of facts made by a person conducting a hearing under this section shall have any collateral estoppel effect on a subsequent criminal prosecution or civil proceeding and shall not preclude litigation of those same facts in a subsequent criminal or civil proceeding.

(10) This section shall be enforced so as to emphasize voluntary compliance with laws and park rules, and so that inadvertent minor violations that would fall under this section can be corrected without resort to an exclusion notice.

6.12.130 Emergency Park Closing.

(1) The Administrator, with the approval of the mayor, may close areas of a park for the purpose of protecting the environment or for the purpose of protecting the public from conditions which constitute a potential hazard to life or physical well-being, or when it is in the interest of the public health, welfare and safety.

(2) The Administrator, with the approval of the mayor, may forbid a usually permitted activity when in the interest of public health, welfare or safety.

(3) As a method of controlling vandalism, criminal activity, riot or disorder, the administrator, with the approval of the mayor, may close a park or designated part of a park, or park facility for up to three months duration within any calendar year.

(4) The administrator may close buildings in City parks whenever he or she determines the same is for the best interest of the City.

(5) Upon making a decision to complete such a closure or restriction as authorized by this section, the administrator shall make written notice of the closure or restriction to the parks board and the city council setting forth the reasons for the closure or restriction. Such closure or restriction must be noticed by signs clearly demarking the closure or restriction made, the date of the closure or restriction and the duration.

6.12.140 Discrimination Prohibited. No person occupying or using any park for any event, activity or exhibition open to the public, may deny any other person the full use and enjoyment of such park because of race, creed, color, sex, marital status, sexual orientation, political ideology, age, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap. Any permit issued, in the event of violation of this section may be cancelled.

6.12.150 Reward Posting. The council may offer, post and pay a suitable reward not exceeding \$500.00 for information leading to the arrest and conviction of anyone violating the provisions of this chapter.

6.12.160 Severability. If any part, provision or section of this Chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

PASSED by the City Council this 1st day of October 2013.

CITY OF OAK HARBOR

Attest:

Scott Dudley, Mayor

Valerie J. Loffler, City Clerk

Approved as to Form:

Grant K. Weed, Interim City Attorney

Published: 10/05/13

City of Oak Harbor City Council Agenda Bill

Bill No. 7.a. (No Action Required)
Date: September 17, 2013
Subject: WWTP – Public Meeting on
Proposal and SEPA

FROM: Steve Powers *SP*
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda item utilizes the City Council meeting to provide an opportunity for public comment on the environmental, technical and financial aspects of the proposed wastewater treatment plant. The meeting is a required part of the Water Pollution Revolving Fund program. The City intends to apply for this funding.

FISCAL IMPACT DESCRIPTION

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

SUMMARY STATEMENT

The Federal Clean Water Act of 1987 allows for states to administer Water Pollution Control Revolving Fund (SRF) programs to finance clean water projects. The Act requires states to review the potential environmental impacts of construction projects financed through the SRF program. This review is referred to as the State Environmental Review Process (SERP). According to Ecology's rules any applicant with a facility design or construction project applying for SRF financing must complete SERP prior to submitting the application for funding. The City intends to apply for this funding yet this year and must therefore complete SERP.

All new wastewater treatment facilities are subject to review under the State Environmental Policy Act (SEPA). SERP incorporates SEPA and utilizes its public comment processes to meet the federal public notice and participation requirements. However, in addition to the standard 14-day SEPA comment period, SERP also requires an additional opportunity for the public to comment on the proposal. SRF applicants must hold a meeting to describe the preferred alternative and provide an opportunity for public comment. The meeting should address all environmental, technical and financial issues of the

City of Oak Harbor City Council Agenda Bill

project.

The City has decided to use the Council meeting of September 17, 2013 to meet this public meeting requirement. This approach allows the City Council to hear first hand any additional comments the public may wish to offer on the WWTP project and/or on the SEPA review.

Staff and members of the project consultant team will make a brief presentation to the City Council. Following that presentation the Council is asked to accept public comment from any interested parties. This is a non-action item; no action is required by the City Council.

SEPA PROCESS

The completed SEPA checklist was submitted on July 31, 2013. A notice of application was published in the Whidbey News Times on August 7, 2013 with a 15-day comment period that ended August 22, 2013. A Mitigated Determination of Non-Significance (MDNS) was issued on September 11, 2013 with a 14-day comment period ending on September 26, 2013. Provided there are no substantive comments the MDNS will become final on that date. There will be a 15-day appeal period ending October 11, 2013.

COUNCIL WORKSHOP REPORT

The City Council has been briefed numerous times over the life of this project. Those briefings have occurred in standing committee meetings, workshops and special public meetings.

RECOMMENDED ACTION

Conduct public meeting and accept public comment from any interested parties.

ATTACHMENTS

1. SEPA Checklist dated July 31, 2013
2. SEPA Mitigated Determination of Non-Significance dated September 11, 2013

OAK HARBOR WASTEWATER FACILITIES PLAN AND TREATMENT FACILITY

SEPA Checklist

RECEIVED

JUL 31 2013

CITY OF OAK HARBOR
Development Services Department

Prepared for:

City of Oak Harbor

July 2013



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ENVIRONMENTAL CHECKLIST

A. BACKGROUND

1. Name of the proposed project:

Oak Harbor Wastewater Treatment Facility

2. Name of Applicant:

City of Oak Harbor

3. Address and telephone number of applicant and contact person:

Joe Stowell, PE, City Engineer
City of Oak Harbor Department of Public Works
865 SE Barrington Drive
Oak Harbor, Washington 98277
(360) 279-4520

4. Date checklist prepared:

July 2013

5. Agency requesting checklist:

City of Oak Harbor

6. Proposed timing or schedule (including phasing, if applicable):

Construction of the treatment plant is proposed to begin in mid-2015 and last for approximately 2 years. Outfall construction is proposed to begin in the late summer of 2014 and last for approximately 3 months.

7. Plans for future additions, expansion, or further activity related to or connected with this proposal:

This wastewater facility, collection system, and outfall are being designed to accommodate flows projected through 2030, and be expandable to accommodate flows projected through 2060. Additional conveyance lines may be needed in the service area (the Urban Growth Area (UGA)) as flows increase.

The City evaluated several options in the Facilities Plan, and is moving forward with two options: 1) includes flows from the Navy; and 2) does not include flows from the Navy (City flows only). Although both options are described in the Facilities Plan, this SEPA document addresses only the second option, flows from the city only. This option includes a new outfall

into Oak Harbor, and a new MBR treatment facility in the Windjammer Vicinity. Should the Navy decide to participate, the project scope will be expanded to include conveyance improvements between the new MBR facility and the Navy base. To convey flows from the Navy Seaplane Base to the new MBR treatment plant, approximately 20,000 feet of new pipe and additional pump stations would be required to convey flows to the City's new treatment plant. This piping will be included in the project only if the Navy chooses to connect to the City's new facility.

These improvements are described in detail in the Facilities Plan (Carollo Engineers, March 2013). If the Navy decides to convey flows to the City's new treatment facility, additional environmental review will be conducted of the conveyance system. Depending upon the type and location of the facilities required, the system will undergo NEPA and /or SEPA review. A decision from the Navy whether to transfer flows to the city is anticipated in the fall of 2013.

8. Environmental information that has been prepared, or will be prepared, directly related to this project:

- *Draft City of Oak Harbor Wastewater Facilities Plan*, Carollo and BHC Consultants, March 2013
- *Oak Harbor Wastewater Treatment Facilities Biological Assessment*, ESA, March 2013
- Cultural Resources for City of Oak Harbor Wastewater Treatment Plant Memorandum, ESA Paragon, March 2013.
- *Final Technical Memorandum No. 5 Evaluation of Outfall Alternatives*, Cosmopolitan Marine Engineering, October 1, 2012.
- *Oak Harbor Wastewater Treatment Plant Site Selection – Wetland Reconnaissance of Freund Site and Windjammer Park Technical Memorandum*, Environmental Science Associates, November 2012.

9. Applications that are pending for governmental approvals or other proposals directly affecting the property covered by the proposal:

There are no pending governmental project approvals.

10. List of governmental approvals or permits that will be needed for the proposal:

Numerous federal, state and local permits and approvals will be required for this project. Listed below are the anticipated permits and approvals.

Federal

- Endangered Species Act (ESA) Compliance – US Fish and Wildlife Service / National Marine Fisheries Service
- Section 106 of the National Historic Preservation Act compliance – Washington Department of Archaeology and Historic Preservation
- Section 404/401 of the Clean Water Act Nationwide Permit – Corps of Engineers

State

- Wastewater Facility Plan and State Environmental Review Process approval - Washington Department of Ecology
- National Pollution Discharge Elimination Systems (NPDES) wastewater discharge – Washington Department of Ecology
- NPDES Construction Stormwater General Permit – Washington Department of Ecology
- Water Reclamation Standards Compliance – Washington Departments of Ecology and Health
- Section 401 Water Quality Certification - Washington Department of Ecology
- Hydraulic Project Approval – Washington Department of Fish and Wildlife
- Coastal Zone Management Consistency Determination - Washington Department of Ecology
- Aquatic Land Lease – Washington Department of Natural Resources
- Air Quality Order of Approval to Construct– Northwest Clean Air Agency

Local

- Comprehensive Plan Amendment – City of Oak Harbor
- Shoreline Substantial Development Permit - City of Oak Harbor
- Critical Areas Review – City of Oak Harbor
- Site Plan Approval (and associated approvals) - City of Oak Harbor
- Floodplain Development Permit – City of Oak Harbor
- Grading Permit– City of Oak Harbor
- International Fire Code Compliance – City of Oak Harbor
- Building Permit – City of Oak Harbor
- Excavation (Right of Way) Permit – City of Oak Harbor

11. Brief, complete description of the proposal, including the proposed uses and the size of the project and site:

The City of Oak Harbor (City) began their wastewater facility planning process in 2009. The City's wastewater system serves approximately 24,000 people within the City and the Navy Seaplane Base. Wastewater is currently treated at two facilities: a rotating biological contactor (RBC)

facility in Windjammer Park, and a lagoon facility on the Navy's Seaplane Base. The City is proposing to replace the current wastewater treatment facilities with a new 3.9 million gallon per day (mgd) wastewater treatment facility located on 4 acres in the vicinity of Windjammer Park inside city limits (Figure 2).

A facility is needed to meet the objectives listed below. Although the existing facilities are currently able to meet the requirements of the City's National Pollution Discharge Elimination System (NPDES) Permit, they are not able to provide reliable long term service for a number of reasons:

- The existing RBC facility is nearing the end of its useful life.
- Both the RBC and Lagoon Plants lack the technology to meet increasingly stringent water quality standards, and have inadequate capacity to keep pace with anticipated population growth.
- Both effluent outfalls have seen major failures; the RBC Oak Harbor outfall no longer functions and the Crescent Harbor outfall is functional but damaged.
- The area surrounding the Seaplane Base Lagoon Plant was reclaimed as a saltwater marsh in 2009. The lagoons are now surrounded by environmentally sensitive areas and are subject to frequent high water conditions, making expansion or modifications to the new lagoons infeasible.

A new treatment facility is needed to replace the City's existing treatment facilities with a plant capable of meeting the City's wastewater utility goal to "obtain the highest water quality practical while recognizing the limitations of rate payers of the City to fund the improvements." Specific project objectives include:

1. Providing continued reliable wastewater treatment service,
2. Meeting high standards for water quality,
3. Allowing phased expansion to meet future demands, and
4. Delivering construction and operation of a new facility by 2017 in a cost-effective manner.

As part of the facility planning, the City of Oak Harbor began reaching out to residents and stakeholders when they began the site selection process in November 2010. A public meeting was held in December of 2010 to introduce the project and gather input about candidate sites. Between April 2011 and March 2013, the City held five public open houses (three of which were combined with City Council workshops) to present and get input on site locations, cost analyses, rate information, conceptual

renderings, and the proposed schedule. The project was presented and discussed at eight additional City Council meetings and workshops, which were open to the public. The City issued a press release in January 2011 illustrating the proposed sites and soliciting public input. In spring 2011, the City conducted an online survey, which was completed by over 100 individuals. The City produced a program for public television in June 2011 covering the final list of sites selected by the City Council and requesting input on the site evaluation process, the treatment plant process selection, and the outfall location. The City also presented to the Rotary Club in March 2012 and hosted a two-day Site Master Planning Charrette in June 2012. Through this process, the City selected the Windjammer Vicinity site as their preferred alternative based upon community input and a comparison of cost and non-cost parameters. Detailed information on the alternatives evaluation and the public process can be found in section 6.5.1 of the Facility Plan – Volume I and Appendix A of the Facility Plan (Volume II) (Carollo Engineers, March 2013).

The proposed project will include the following components (Figure 2):

- Membrane biological reactor (MBR) wastewater treatment facility in the vicinity of Windjammer Park. The project consists of:
 - Construction of eight buildings on a roughly 4-acre site. The exact footprint has not been determined at this time, but is expected to range from 87,000 to 169,000 square feet. The buildings will be 15 to 35 feet high and will house preliminary treatment, MBR facilities, UV disinfection, chemicals, solids treatment, odor control, effluent storage, and administration, laboratories, maintenance and electrical.
 - Construction of two aeration buildings, an equalization basin and waste activated sludge basin below ground.
 - Preliminary treatment: Raw sewage will be pumped, screened, dewatered and equalized prior to secondary treatment.
 - Secondary treatment: The screened, dewatered raw sewage will be treated in an aeration basin followed by membrane filtration with MBR. The secondary effluent will be capable of meeting an effluent total inorganic nitrogen concentration of 8 mg/L, effluent total suspended solids and carbonaceous biochemical oxygen demand concentration of 10 mg/L.
 - Disinfection: Ultra Violet (UV).
 - Solids Treatment: Waste activated sludge (WAS) will be dewatered and dried producing a Class A beneficial reuse product.

- Conveyance facilities and support buildings and facilities, as identified during preliminary design:
 - Approximately 300 feet of new pipe from the treatment facility to the replacement outfall in Oak Harbor.
- Replacement of the 2,100-foot long outfall constructed in close proximity to the existing failed outfall in Oak Harbor:
 - 30-inch diameter pipe,
 - High density polyethylene (HDPE) or concreted coated steel,
 - Pipe will be fully buried from the shoreline to the diffuser,
 - Existing outfall pipe will be abandoned in place, and
 - New 184-foot long diffuser at the end of the outfall with 24 diffuser ports.

Currently the project is at the pre-design stage. A Facility Plan has been prepared and submitted to the Department of Ecology (Ecology) for review and approval. Several aspects of the facility design and treatment quality have been finalized; however some items are still being developed. Design of the treatment plant will follow later this year, following selection of a site footprint. The outfall location has been finalized, and design is currently at the 30 percent stage. Outfall construction is anticipated to occur sooner than construction of the treatment plant to allow use by the existing RBC plant in the event of a failure of the RBC diversion pump station or force main.

12. Location of the proposal, including street address, if any, and section, township, and range; legal description; site plan; vicinity map; and topographical map, if reasonably available:

The project site is located in the vicinity of Windjammer Park, located in the City of Oak Harbor at 1600 S. Beekma Drive. The site is located in Township 32 North, Range 01 East, Sections 2 and 39. See Figures 1 and 2 for project location.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (underline):

Flat, rolling, hilly, steep slopes, mountainous.

The project site is relatively flat with some steeper slopes down to Oak Harbor to the south of the project area.

b. What is the steepest slope on the site (approximate percent slope)?

The wastewater service area consists of gently sloping terrain toward Oak Harbor. Typical slopes within the study area are 3 to 6 percent. The area of the proposed treatment plant is flat.

c. What general types of soils are found on the site (for example clay, sand, gravel, peat, muck)? Specify the classification of agricultural soils and note any prime farmland.

Geologic characteristics in the City of Oak Harbor are largely the result of regional glacial processes. Erosion and deposition associated with glaciation have strongly influenced regional topography, soils, and groundwater characteristics.

The park and commercial areas are located within the City's commercial core and have been developed for decades. Soils mapping shows that soils in Windjammer Park are organic and consist of peat deposit, and are not considered prime farmland (Carollo Engineers, March 2013).

d. Are there any surface indications or a history of unstable soils in the immediate vicinity? If so, describe.

Soils mapping shows that Windjammer Park has a moderate to high susceptibility to liquefaction (Carollo Engineers, March 2013).

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate the source of the fill.

Construction of the proposed MBR facility would require extensive excavation and grading within the 3 to 4 acre area. Some of the facilities, such as the aeration basins and waste activated sludge (WAS) basins would be constructed below ground surface elevation; therefore, some shoring and installation of stone columns to support the tanks would be required. This would require excavation approximately 35 feet below ground surface elevation.

It is estimated that between 5,000 and 9,000 cubic yards of fill and approximately 1,400 to 1,800 cubic yards of stone will be needed to be imported for the project. Site grading activities are site-specific, and will be determined when the final location and footprint for the MBR facility have been selected within the Windjammer Vicinity. In general, the grade of the treatment plant site will be elevated approximately 2 to 3 feet above existing grade to provide the

required level of flood control. Excavated material will likely be used for site fill, and the balance of excavated material will be removed from the site.

f. Could erosion occur as a result of clearing, construction, or use?

The proposed action will include the temporary disturbance of soils during grading and excavating activities and potential construction dewatering activity necessary to construct the MBR facility and associated conveyance lines and pump stations. Grading and excavating could result in erosion from disturbed upland soils and increase the sediment load in runoff potentially entering Oak Harbor, Windjammer Park Lagoon, and adjacent wetlands.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example buildings or asphalt)?

Construction of the treatment facility is expected to consist of approximately 155,000 square feet of impervious surface area, or 90 percent of the 4-acre site. Depending upon final site location, the facility may be located in areas currently covered by impervious surfaces. The existing 1.5 acre RBC facility will be demolished during construction of the new treatment plant and depending on the final site location the space of the existing RBC plant will either be used for the new treatment plant or will be returned to park space.

h. Describe the proposed measures to reduce or control erosion, or other impacts to the earth, if any.

Erosion and sedimentation impacts during construction are anticipated to be minor as the site is mostly flat. During construction, Best Management Practices (BMPs) will be employed to minimize the amount of erosion and sediment leaving the site. The BMPs will be consistent with the Washington State Department of Ecology and the City of Oak Harbor erosion control standards and, and may include the use of inlet protection, silt fence, straw wattles, and sediment traps as necessary. Following construction, disturbed areas will be paved or hydroseeded promptly. Temporary erosion and sedimentation control (TESC) measures will be included as part of the project design and construction. The TESC Plan will meet the requirements of Ecology and the City of Oak Harbor standards, as well as additional measures deemed appropriate for the project. The measures may be adjusted in the

field as necessary based upon changing site conditions. Additional BMPs are listed below in question 6.d.

Sub-surface measures will be implemented to address liquefaction potential. At present, the most likely method of sub-surface stabilization appears to be stone columns. This will be confirmed during design.

2. Air

- a. What types of emissions to the air would result from the proposal (e.g. dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities, if known.**

Typical construction machinery will be used for this project. There will be minimal impacts from dust and equipment exhaust emissions during construction. These impacts would be temporary.

The treatment plant will be equipped with odor-reducing systems and will be largely enclosed which will reduce the potential for odor impacts after project completion. The plant will include multiple stages of treatment for all potential sources of foul odor. These sources will be covered, scrubbed, and diluted prior to release into the atmosphere. The proposed odor control system is much improved over the current odor control systems at the RBC plant. In addition, an air quality Order of Approval to Construct will be required from the Northwest Clean Air Agency (NWCAA) for construction and operation of the treatment plant.

While operation of the treatment plant will result in some air emissions, industrial processes are not viewed as a significant source of greenhouse gas emissions (Ecology, 2007).

A portion of the effluent will be treated to Class A standards for reclaimed water. Class A reclaimed water typically has no odors associated with it.

- b. Are there any off-site sources of emissions or odors that may affect your proposal? If so, generally describe.**

There are no off-site sources of emissions or odors affecting this project.

c. Describe proposed measures to reduce or control emissions or other impacts to air, if any.

Measures that could be incorporated during construction to minimize impacts to air quality include:

- Watering of construction surfaces to control dust, temporary ground covers, sprinkling the project site with approved dust palliatives, or use of temporary stabilization practices upon completion of grading.
- Contract specifications would encourage use of well maintained construction vehicles, to reduce vehicle emissions. Contractors would be encouraged to offer carpooling options for employees. When possible, use of local building materials would be preferred to reduce transport distances.

The NWCAA regulates construction and modification of potential air contaminant sources in Island, Skagit, and Whatcom Counties. The Agency must be notified of construction projects so that it may review whether a permit is required; review requirements are outlined in Section 300 of the NWCAA regulations. As mentioned above, an air quality Order of Approval to Construct will be required from the Northwest Clean Air Agency (NWCAA) for construction of the treatment plant. It is anticipated that the operation of the new treatment plant would meet or exceed the applicable air quality requirements.

3. Water

a. Surface:

- 1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, and wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

Windjammer Lagoon, a small man-made lagoon, is located in the project area (Figure 2). The lagoon was constructed in Windjammer Park to provide a community swimming area. This lagoon is connected to Oak Harbor via a narrow 40-foot channel. A pedestrian trail and bridge cross the Windjammer Lagoon at the channel connection with Oak Harbor.

Oak Harbor, a marine water body connected to Saratoga Passage, is located immediately south of the project area (Figure 1). Oak Harbor, in the vicinity of the existing and proposed outfall, is an area considered as excellent marine receiving water for aquatic life uses, shellfish harvest, primary contact recreational uses and other miscellaneous uses including wildlife habitat, harvesting, commerce navigation, boating, and aesthetics (WAC 173-201A-612). However, It should be noted that Oak Harbor is listed as an area where shellfish harvest is prohibited by the Washington State Department of Health (DOH) due to proximity stormwater outfalls, wastewater outfalls, and the marina (DOH, 2009).

During site evaluations, consultant staff observed a ditch along the north property boundary of Windjammer Park. The ditch runs for almost 1,000 feet along the north end of the property. The ditch is narrow at the east and west ends (approximately 2 feet wide), and the central portion (approximately 700 feet) is up to 12 feet wide. Native wetland plants are dominant in the ditch and surface water was present. Formal delineation of the wetland has not been conducted on site, but criteria were met for all three wetland parameters. There was no flow in the ditch on October 30, 2012, but it appears that the ditch drains through culverts at both the west and east ends. This ditch would likely be regulated as a wetland (ESA, 2012).

Constructed wetlands are also present in the project vicinity, located on the west side of Beeksma Drive, on the south side of Bayshore Drive. These wetlands were constructed as mitigation for an offsite project as well as for wetland fill associated with the Bayshore Drive alignment.

2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

While the exact treatment plant footprint has not been determined at this time, it is likely that it would occur within 200 feet of Windjammer Lagoon and Oak Harbor (Figure 2). Construction of the new MBR facility may be in the vicinity of the wetland described in section 3.a.1 and may require filling portions of the wetland. The new outfall would be constructed across the beach and below the mean higher high water (MHHW) line in Oak Harbor adjacent to the

existing outfall. Because of the location in the shoreline zone, a habitat impact assessment will be conducted as part of the shoreline permitting process.

3. Estimate the amount of fill and dredge material that could be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill materials.

Estimated earthwork quantities for outfall construction include:

- Excavate 11,000 cubic yards of native material for pipeline trench;
- Place 500 cubic yards of clean crushed aggregate for pipe bedding material;
- Backfill trench with 11,000 cubic yards of native material;
- Place 2,200 cubic yards of fish mix pea gravel within the intertidal zone.

Depending on the final location within the Windjammer Vicinity, the proposed treatment plant improvements could result in up to 4,000 square feet of fill within the on-site wetland ditch. The extent of wetland fill, if any, will be determined following final site selection. If fill of wetland ditch onsite is unavoidable, applicable permits and approvals would be obtained from the Corps of Engineers, Department of Ecology, and the City of Oak Harbor, and appropriate mitigation measures would be conducted in accordance with all agency requirements. Measures would likely include wetland creation, wetland enhancement, and/or wetland buffer enhancement of nearby wetland areas.

4. Will the proposal require surface water withdrawals or diversion? Give general description, purpose, and approximate quantities, if known.

This project is not expected to require surface water withdrawals or diversions.

5. Does the proposal lie within a 100-year flood plain? If so, note location on the site plan.

Depending upon the final site layout, the proposed new MBR facility may be located within a 100-year flood plain. Construction of new critical facilities would be, to the extent possible, located outside the limits of the base floodplain. Construction of new critical facilities are permissible within the base floodplain if no feasible alternative site is available (OHMC 17.20.190(3)). If development within a floodplain is required, the project must obtain a floodplain development permit. Critical facilities constructed within the base floodplain would have the lowest floor elevated to three feet or more above the level of the base flood elevation at the site. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base floodplain would be provided to all critical facilities to the extent possible. Any measures to elevate or improve existing streets will be addressed if the final location impacts existing elevations.

6. Does the proposal involve discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

The overarching purpose of the project is to improve the quality of effluent that is currently discharged from two antiquated facilities (Lagoon and RBC Plants, which are among the poorest performing technologies known to the industry) with membrane quality effluent, which is widely accepted as state of the art for municipal wastewater treatment plants.

Overall, water quality in effluent and within the receiving water (Oak Harbor) is anticipated to improve as a result of the proposed action. Table 1 provides a summary of the existing effluent quality conditions at the RBC and Lagoon Plants and the targets and goals for the new facility.

**Table 1. Effluent Quality Goals
City of Oak Harbor**

	RBC Plant NPDES Permit Limit	Lagoon Plant NPDES Permit Limit	New Facilities Target / Goal
TSS	30 mg/L 85% removal	75 mg/L 85% removal	10 mg/L 95% removal
CBOD5	25 mg/L 85% removal	25 mg/L 85% removal	10 mg/L 95% removal
Turbidity	Not applicable	Not applicable	1 NTU
Chlorine Residual	0.114 mg/L	0.5 mg/L	No discharge
Fecal Coliform	200/100 mL	200/100 mL	<200/100 mL

Wastewater effluent would be discharged from a new approximately 2,100-foot outfall into Oak Harbor, located immediately adjacent to an existing, failed outfall line. Effluent would be discharged via evenly spaced ports along the 184-foot long diffuser at the terminus of the outfall.

There will be an increase in effluent volume discharged from the outfall over the planning horizon, and the location of the outfall will change slightly, though it will be placed within 50 feet of the existing outfall. The proposed facility would meet more stringent NPDES permit limitations for applicable surface water quality standards, and is anticipated to improve effluent water quality over current conditions.

Based on historical records, the RBC Plant has reached its permitted flow limit of 0.7 mgd, and the Lagoon Plant is within 85 percent of the rated influent flow and BOD loading capacity. In response, the City developed the 2013 Draft Facilities Plan to assess the potential for upgrading the existing RBC and lagoon facilities (which was determined to be infeasible), recommend alternative treatment technologies and processes, and put forth a preferred alternative that would continue to meet current NPDES permit limits, provide improved effluent water quality, as well as meet the needs of future growth in the Service Area by increasing treatment capacity.

Construction of the new MBR facility would increase treatment capacity from a current monthly maximum of 3 mgd to a projected 3.9 mgd by 2030 (a 30 percent increase in discharge volume over existing conditions). This increase in capacity is needed to continue to meet applicable permit requirements while accommodating projected increases in wastewater influent flows and BOD and TSS loads over the 20-year planning horizon.

Based on maximum month flow projections, BOD loading is anticipated to be 6,849 lbs/day, TSS loading is anticipated to be 6,397 lbs/day, and ammonia loading is anticipated to be 768 lbs/day by the end of the planning horizon of 2030. The City has effluent target goals that are more stringent than the existing NPDES permit limits for conventional pollutants. Effluent quality targets for TSS and BOD are 95 percent removal, which would indicate that effluent concentrations would continue to meet current NPDES limits until the end of the planning horizon. In addition, the proposed facility would discontinue the use of chlorine in its disinfection process due to a conversion to UV, which would remove residual chlorine from the effluent. The reasonable potential analysis (RPA) conducted for the new MBR facility also indicated that there is no potential to exceed water quality standards for a variety of contaminants, including metals and ammonia based upon current flow and load projections for the to the year 2030.

The treatment plant will be equipped with standby power to operate during power outages. In addition, the facility will be designed for Class II redundancy and reliability in accordance with Washington State requirements.

b. Ground

1. Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.

Construction dewatering will be required for deep excavation areas (e.g., the two aeration basins, equalization basin and WAS storage basin, blower building and gallery). Quantities of water to be withdrawn are unknown at this time. It is expected that groundwater will be pumped to Baker Tanks (or another suitable means of dewatering treatment), allowed to settle, and then discharged to vegetated areas where it will either infiltrate on-site or be hauled off-site for disposal at

an approved facility. BMPs will be in place to minimize erosion and sediment delivery to surface waters and reduce flow velocities that may result in erosion of upland soils. These BMPs would likely include silt fencing, straw bales, check dams, and straw wattles.

Up to 0.5 mgd of wastewater, treated to Class A reclaimed water standards, will be available for use at ballfields, parks, and for other municipal needs. Use of reclaimed water would reduce the need for potable water currently being used for these purposes.

- 2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any. Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) is expected to serve.**

No waste material will be discharged into the ground as a result of this project. Highly treated reclaimed water, consistent with Washington State Class A Reclaimed Water Standards, would be available for surface application as irrigation water at ballfields, parks, and other municipal needs. Use of reclaimed water for irrigation and other non-potable uses would reduce demands on ground water used for other purposes in the area. All uses of reclaimed water will be consistent with the Washington State reclaimed water standards (DOH and Ecology, 1997).

c. Water Runoff (including storm water)

- 1. Describe the source of runoff (including storm water) and method of collection and disposal, if any (including quantities if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

During project construction the work sites would be managed to control runoff and prevent erosion and sedimentation.

Stormwater design has not been completed at this time for the new MBR facility; however, stormwater will be treated for quantity and quality in accordance with the current Stormwater Management Manual for Western Washington (2012). It is anticipated that the majority of on-site stormwater that is generated within process areas (areas

potentially exposed to influent or chemicals) would be diverted to and collected by the facility's storm drainage system and conveyed to the MBR facility for treatment and discharged to Oak Harbor via the new outfall. Stormwater generated from non-process areas will be directed to an approved process for controlled release to an infiltration trench at the lower end of the site. A final geotechnical report will be completed during final design and will address methods for surface and stormwater management.

2. Could waste materials enter ground or surface waters? If so, generally describe.

Runoff from the construction site has the potential to contain sediment and small amounts of equipment-related materials (motor oil, diesel fuel, hydraulic fluid). BMPs would be implemented to minimize equipment-related materials and sediment from leaving the site and potentially entering surface and ground waters.

d. Describe proposed measures to reduce or control surface, ground, and runoff water impacts, if any.

The project would be constructed in accordance with applicable state and local permits issued through Ecology and the City of Oak Harbor, which would specify a range of measures designed to reduce or control potential surface, ground, or runoff water impacts. Construction BMPs to reduce water quality impacts would include:

- Comprehensive erosion and sediment control plans will be developed and implemented for each phase of construction in accordance with the 2012 Stormwater Management Manual for Western Washington (Ecology, 2012) or updated versions as they become available. The plans could include elements for site stabilization, slope protection, drainage way protection, and sediment retention. The proposed action would also comply with applicable erosion control standards for the City of Oak Harbor.
- Spill and erosion prevention and sediment control plans, as well as observance of all applicable safety and environmental regulations for handling chemicals, will be in place to minimize risks.
- Straw bales or silt fences will be used to reduce runoff velocity in conjunction with collection, transport, and disposal of surface runoff generated in the construction zone.

- A silt/turbidity curtain would be used to confine turbidity within the immediate work area when constructing the in-water portion of the outfall.
- During construction, monitoring programs could be required to ensure compliance with the site erosion control plan and with local regulatory requirements. A Stormwater Pollution Prevention Plan (SWPPP) and Temporary Erosion and Sediment Control (TESC) plan will be included in project contract documents. The construction contractor and/or City staff would measure parameters such as turbidity, temperature, and pH of surface water discharge and visually monitor the site for signs of erosion and for correct implementation of control measures per these plans.
- To the extent possible, equipment will be stored and staged a minimum of 200 feet from surface waters when not in use.
- Refueling of equipment will take place a minimum of 200 feet from surface waters.
- In water work will be conducted in accordance with hydraulic code rules (Chapter 220-110 WAC), including approved in-water work windows for tidal reference area 8 (WAC 220-110-240), which typically corresponds to times when listed fish and forage species are least likely to be present (Corps, 2012). For the project area, this is anticipated to be July 16 through October 14. A hydraulic project approval (HPA) from WDFW has yet to be obtained for the proposed action; therefore, this is an approximate date.
- Any wetland impacts will be mitigated in accordance with local, state, and federal permit requirements.

4. Plants

a. Types of vegetation found on-site:

Vegetation in the vicinity of Windjammer Park and the area proposed for the new MBR facility is comprised almost entirely of lawn grasses with scattered landscaping trees throughout the park, including ornamental maples and pine trees. The beach area adjacent to the shoreline contains scattered patches of dunegrass. A ditch on the site contains wetland plants including cattail, reed canarygrass, and spirea.

b. What kind and amount of vegetation will be removed or altered?

The exact project footprint for the treatment facility has not been determined at this time; however, it is expected to range from 87,000 to 169,000 square feet. The Windjammer Vicinity area includes an existing developed commercial property (buildings/asphalt) and a portion of Windjammer Park west of the existing RBC Plant. The park area consists primarily of maintained lawn; however, some landscaping trees occur in the vicinity of the proposed MBR facility and may be removed to accommodate the new facility. These landscaping trees currently provide little function to the marine nearshore, and their removal, if necessary, would not degrade existing baseline conditions. Outfall construction will result in temporary removal of some dune grasses; however these will be replanted following construction. At this time it is unknown if construction activities will impact the ditch containing wetland plants.

c. List threatened or endangered species or critical habitat known to be on or near the site.

Whidbey Island is home to five of the remaining 11 populations of golden paintbrush left in the world. The species once grew in prairie habitats from Vancouver Island, Canada south to Oregon's Willamette Valley. Golden paintbrush grows primarily in upland prairies, on generally flat grasslands. The largest of the Whidbey Island populations occurs near Forbes Point at Whidbey Island Naval Air Station immediately south of the project area. Whidbey Island populations also occur primarily along southwest and west facing grasslands. The project area is located within developed commercial properties and portions of a 28-acre community park. The park contains maintained lawn grass and landscaping trees and shrubs. The developed nature of the site as well as regular maintenance (mowing) of park lawn likely limits the potential for establishment of golden paintbrush. Therefore, golden paintbrush is not anticipated to occur within the immediate project area.

d. Describe proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on-site.

Vegetation likely to be removed would include maintained lawn and landscaping trees. Following construction, the site will be landscaped around the new facility, and the area of the existing treatment plant would be reclaimed for park use. Where possible, native vegetation would be used for landscaping, and lawn areas

would be restored. Any dune grasses disturbed during construction will be replanted with native dune grasses. Final facility siting will take into account the presence of the wetland ditch on the site, and measures will be taken to avoid and/or minimize impacts to this area if possible. Therefore, impacts to vegetation in the area are anticipated to be minor.

5. Animals

a. Underline any birds and animals which have been observed on or near the site or are known to be on or near the site:

Due to the project location within commercial and public open space near the central business district, the terrestrial environment provides little in the way of habitat for wildlife species, other than those species adapted to developed landscapes. Birds and small mammals frequent the area.

The shallow intertidal areas of Oak Harbor are known to support spawning populations of sand lance and surf smelt and regular concentrations of Pacific herring are known to occur outside of the bay in Saratoga Passage. Pacific salmon, while not known to reproduce in any streams within the project area, are likely to utilize the nearshore zone for rearing and migration as juveniles. Other fish that may be found in Oak Harbor include steelhead, rockfish, bull trout, sturgeon, among other finfish and bottom fish.

An eelgrass (*Zostera marina*) survey was conducted of the outfall area, and eelgrass has not been documented within the vicinity of the proposed outfall and macro-algae presence is fairly limited due to the mud substrate and lack of structure for the algae to cling too (Grette Associates, 2012).

No known seal or sea lion haulouts are located within inner Oak Harbor; however, marine mammals including harbor seals, sea lions, and killer whales may use the area for migration, foraging, and resting (Orca Network, 2013).

b. List any threatened or endangered species or critical habitat near the site.

Several federally listed threatened or endangered species may be present in the project area. Table 2 shows the threatened and endangered species that may be present within the service area for the wastewater treatment facility.

While some of the listed species *may* be present in the Oak Harbor area, species such as all species of rockfish, humpback whale, and killer whale are not known to occur, or are highly unlikely to occur, within Oak Harbor. Other species, such as the salmonids and bull trout, are likely to occur within Oak Harbor and migrate through the area, but are not known to occur within any stream in the vicinity of Oak Harbor or its urban growth area.

Table 2. Occurrence of Listed Species and Critical Habitat within the Project Area

Common Name	Scientific Name	ESA Status*	Jurisdiction	Critical Habitat**
Coastal-Puget Sound DPS Bull Trout	<i>Salvelinus confluentus</i>	Threatened	USFWS	Present
Puget Sound Evolutionarily Significant Unit (ESU) Chinook Salmon	<i>Oncorhynchus tshawytscha</i>	Threatened	NMFS	Present
Puget Sound Distinct Population Segment (DPS) Steelhead	<i>Oncorhynchus mykiss</i>	Threatened	NMFS	No
Yelloweye Rockfish	<i>Sebastes ruberrimus</i>	Threatened	NMFS	No
Canary Rockfish	<i>Sebastes pinniger</i>	Threatened	NMFS	No
Bocaccio Rockfish	<i>Sebastes paucispinis</i>	Endangered	NMFS	No
Southern DPS Green Sturgeon	<i>Acipenser medirostris</i>	Threatened	NMFS	No
Humpback Whale	<i>Megaptera novaeangliae</i>	Endangered	NMFS	No
Southern Resident Killer Whale	<i>Orcinus orca</i>	Endangered	NMFS	Present
Stellar Sea Lion	<i>Eumatopias jubatus</i>	Threatened	NMFS	No
Marbled Murrelet	<i>Brachyramphus marmoratus</i>	Threatened	USFWS	No

***Threatened:** Species are likely to become endangered within the foreseeable future.

Endangered: A species that is in danger of extinction throughout all or a significant portion of its range.

The Endangered Species Act requires the Federal government to designate "**critical habitat**" for any species it lists under the ESA. Critical habitat is defined as:

1. Specific areas within the geographical area occupied by the species at the time of listing, if they contain physical or biological features essential to conservation, and those features may require special management considerations or protection; and
2. Specific areas outside the geographical area occupied by the species if the agency determines that the area itself is essential for conservation.

c. Is the site part of a migratory route? If so, explain.

The Puget Sound area, including Oak Harbor and the swimming lagoon in Windjammer Park, is located within the Pacific Flyway, which is a flight corridor for migrating waterfowl and other avian fauna. The Pacific Flyway extends south from Alaska to Mexico and South America. No portion of the proposed project would interfere with or alter the Pacific Flyway.

d. Proposed measures to preserve or enhance wildlife, if any.

Measures to preserve fish and other wildlife would include:

- In-water construction would occur during approved in-water work windows to minimize the potential for overlap of construction with fish presence, in accordance with permit requirements issued by the Washington Department of Fish and Wildlife.
- TESC measures will be in place to minimize the potential for turbidity and sedimentation of Oak Harbor and Windjammer Park lagoon.
- Spill prevention plans and other construction related BMP's will also be in place to prevent spills of oils, hydraulic fluids, or other contaminants into surface waters.
- No direct discharge of turbid construction dewatering water will occur to surface waters and appropriate BMPs such as silt fencing, straw bales, check dams or others will be in place to protect discharge areas from erosive flows and potential for sediment laden water delivery to surface waters.
- All equipment and hazardous materials will be stored and staged within the construction footprint located greater than 200 feet from surface waters to the greatest extent possible.
- Refueling will occur farther than 200 feet from any surface water feature, including on-site wetlands, Oak Harbor, and Windjammer Park lagoon. All equipment operators will be trained in spill response and a Spill Prevention Countermeasure and Control (SPCC) plan will be prepared specifically for this project.
- While some new impervious surface area will be added to the basin, all stormwater generated from construction and operation of the facility will be treated in accordance with Ecology's *2012 Stormwater Management Manual for*

Western Washington. Stormwater generated from process areas will be collected and conveyed to the treatment plant for processing.

- Future development within the service area will require the strict adherence to development regulations including local critical area ordinances, stormwater management regulations, floodplain development regulations and shoreline regulations, which require protective buffers around streams and wetlands as well as appropriate treatment methodologies for stormwater, mitigation for impacts, and limited use of variances and exceptions to these regulations. The requirement for the use of low impact development technologies is also present within many of the development regulations. There are also other state and federal permit requirements associated with work in regulated critical areas that are protective of aquatic resources. Future development requiring a federal permit or federal funding will undergo separate Endangered Species Act consultation.
- The proposed action will allow for the facility to provide improved water quality standards and meet future, more stringent NPDES permit requirements, which are expected to be increasingly protective of in-water resources and biota.

6. Energy and Natural Resources

- a. **What kinds of energy (electric, natural gas, oil, wood, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

Construction and operation of the wastewater treatment facility will require utilities including electricity, communications, and water. Electrical energy will be required to provide lighting and run the pumps and treatment facilities at the wastewater treatment facility. All new construction must conform to the current edition of the Washing State Energy Code. This code regulates energy efficiency in buildings and specifically addresses requirements for building envelope construction, thermal insulation values of building elements, heating, air-conditioning and ventilation systems, and lighting systems.

The facility would replace the existing RBC and Lagoon facilities. The new MBR facility would require more energy to operate than the existing RBC and lagoon facilities, but the MBR plant is capable

of producing cleaner effluent than the existing treatment technologies.

- b. Would the project affect the potential use of solar energy by adjacent properties? If so, explain.**

This project is not expected to affect the potential use of solar energy by adjacent properties.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.**

The treatment plant will be a new facility with new equipment that will operate efficiently and reliably, in accordance with current energy standards.

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spills, or hazardous waste that could occur as a result of this proposal? If so, describe.**

With any construction project, there is the risk of potential construction related spills or leaks. This project would face similar risks, but all risks would be well within the range of typical construction projects. No toxic chemicals would be used or stored at the construction sites, other than fuels and other construction-related fluids. Should suspected contaminated materials be encountered, appropriate testing would be done to determine containment and/or disposal requirements.

The waters of Oak Harbor, in the area proposed for the wastewater outfall, as well as the small lagoon swimming area within Windjammer Park near the proposed MBR facility, are listed on the 303(d) list of impaired waterbodies for the bacteria parameter. The existing RBC Plant outfall, which is currently abandoned, along with urban runoff, leaking septic systems and marina operations likely contributed to the 303(d) listing for bacteria. There are three documented leaking underground storage tanks in the project vicinity, including one at the existing RBC plant.

Wastewater effluent would be discharged from an approximate 2,100-foot outfall into Oak Harbor. Effluent would be treated to a higher standard than effluent from the existing RBC plant and

would pose less of an environmental health risk. Existing effluent quality and effluent targets and goals are listed in Table 1 above. Additionally, up to 0.5 mgd of wastewater, treated to Class A reclaimed water standards, will be available for use at ball fields, parks, on-site irrigation, and for other municipal needs. Use of reclaimed water for irrigation will offset the need to purchase potable water for this use.

No new environmental health hazards are expected to occur as a result of operation of the new wastewater treatment facility and outfall.

1. Describe special emergency services that might be required.

The wastewater treatment facility would not require any special emergency services. The facility would replace the existing RBC facility and would not require emergency services beyond those required by the existing facility.

2. Describe proposed measures to reduce or control environmental health hazards.

Although not likely, accidents such as spills of hazardous materials (typically green cement or grout, fuel, oil, and hydraulic fluid) or other unanticipated construction accidents could occur which would degrade water quality and/or be toxic to fish, marine mammals, and birds. Project construction will be performed in accordance with terms and conditions of local, state, and federal permits that include protection of local water quality within the construction areas, construction equipment will be inspected daily for leaks and cleaned of debris (if working near surface waters), refueling of equipment will occur a minimum of 200 feet from surface waters, and equipment, when not in use, will be stored or staged a minimum of 200 feet from surface waters to the greatest extent possible. In addition, a Spill Prevention Countermeasure and Control (SPCC) plan to address the potential release of hazardous materials will be developed and implemented as necessary for the proposed action.

Operational mitigation measures for the plant will include:

- Treatment plant design will include source controls to minimize the risk of contamination from spills and leaks in accordance with Uniform Fire Code

regulations. Spill containment provisions include double-walled storage facilities and emergency cleanup procedures. The site would be sloped to direct any drainage from spill-prone areas (i.e., sludge loading and chemical loading) back to the Plant for processing.

- All stormwater facilities will be designed in accordance with the 2012 *Stormwater Management Manual for Western Washington* (Ecology, 2012).
- Stormwater generated in areas of the MBR Plant site where it could potentially be exposed to contaminants, will be collected and processed through the Plant.
- The new MBR facility will accommodate higher flow volumes and BOD loading.
- Relative to the City's existing facility, the proposed MBR process will be capable of meeting more stringent permit limits on influent loading and effluent discharge concentrations.

b. Noise

- 1. What types of noise exist in the area which may affect your project (for example: traffic, equipment operation, other)?**

There are no major sources of noise within the project area that would affect the proposed project. Ambient noise is primarily traffic-related, and will not affect the project.

- 2. What types and levels of noise would be created by or associated with the project on a short-term or long-term basis (for example: traffic, construction, operation, other)?**

Construction of the project would require the use of heavy equipment including excavators, front-end loaders, cranes, auger drill rigs, backhoes, dozers, forklifts, concrete mixers, concrete pump trucks, man lifts, air compressors, welding machines, hand tools, high cycle generators, and dump trucks. It is likely that sheet piles will be driven and removed with a vibratory hammer during excavation shoring activities.

Construction noise is exempt from noise regulations, but it is anticipated that work would occur during the weekday daytime hours of 7:00 am to 9:00 pm. Construction noise would be most noticeable to nearby businesses and residences, and park users. Nighttime construction would only occur on a limited or as-needed basis if at all. Should nighttime construction be necessary, nearby residents would be notified well in advance of any construction activity.

Operation of the facility is not anticipated to result in noises greater than occur with the existing RBC facility. The treatment plant would include noise control facilities. Excessive noise-producing equipment would be enclosed by noise attenuating covers or rooms to reduce the amount of noise leaving the site.

3. Describe proposed measures to reduce or control noise impacts, if any.

During construction, vehicles and heavy equipment will be required to have standard noise reduction equipment. Once the facility is operating, excessive noise-producing equipment would be enclosed by noise attenuating covers or rooms.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties?

The project area is currently used as a city park (Windjammer Park). It is also the site of the existing wastewater treatment facility. The project area also includes commercial properties to the north of Windjammer Park (Figure 2).

b. Has the site been used for agriculture? If so, describe.

The site has not been previously used for agriculture. It has been developed as a park and commercial area for decades.

c. Describe any structures on the site.

Structures in Windjammer Park include those structures associated with the existing RBC plant and some structures, including accessory buildings, associated with recreational activities in the park. Structures in the project vicinity to the north of the park are associated with commercial and office uses.

d. Will any structures be demolished? If so, what?

All structures associated with the existing RBC plant will be decommissioned and demolished, when construction of the new facility is complete. Depending on site location, some existing commercial structures may also be demolished.

e. What is the current zoning classification of the site?

Windjammer Park, including the existing RBC plant, is zoned Public Facilities (PF). The project area directly to the north of Windjammer Park is zoned Community Commercial (C-3).

f. What is the current comprehensive plan designation of the site?

Windjammer Park, including the existing RBC plant, is designated Public Facilities. The project area directly to the north of Windjammer Park is designated Community Commercial.

g. If applicable, what is the current shoreline master program designation of the site?

In the adopted 1998 shoreline master program, the project area is designated Conservancy. In the 2013 updated shoreline master program, which has not yet been approved by Ecology, the project area is designated Urban Public Facility.

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

Portions of Windjammer Park are mapped as having high aquifer susceptibility on the City's Critical Aquifer Recharge Area map. Oak Harbor off the shore of Windjammer Park is mapped as a forage fish spawning area and a Bald Eagle conservation area. The site is also designated a frequently flooded area and a potential liquefaction area (moderate risk). A wetland ditch, identified during a wetland reconnaissance conducted for the project, is also present in the Windjammer vicinity. Should this area be impacted as part of any site development, a formal wetland delineation and rating will be conducted and appropriate mitigation measures will be developed in accordance with federal, state, and local regulations.

i. Approximately how many people would reside or work in the completed project?

No one would reside in the completed project. The treatment facility would be operated and maintained by approximately six (6) City personnel.

j. Approximately how many people would the completed project displace?

If the selected alternative includes the use of existing commercial structures, workers in those buildings would be displaced. It is anticipated that the businesses and workers would relocate to a building in the area.

k. Describe proposed measures to avoid or reduce displacement impacts, if any.

No individuals will be displaced due to this project.

l. Describe proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.

Location of the treatment facility would occur in either a commercial area (zoned Community Commercial) and/or within a portion of Windjammer Park (zoned Public Facility). Development of a treatment plant is allowed in a Public Facility Zone, and is not addressed in a Community Commercial zone. It is likely that a Comprehensive Plan amendment, rezone, or a Conditional Use permit would be required for development in a Community Commercial zone.

The proposal would replace an existing antiquated wastewater treatment facility near the same location. The project is required to provide improved water quality treatment and to support population growth within the UGA projected in the Oak Harbor Comprehensive Plan.

As summarized in question 11 above, the City of Oak Harbor underwent a long public facility planning process to evaluate alternative locations for siting a new treatment facility. Through that process, the Windjammer Vicinity site was selected as the preferred alternative.

The project is consistent with the goals and objectives outlined in the existing 2010 Comprehensive Plan and the 2008

Comprehensive Sewer Plan. The Wastewater Facility Plan will be incorporated into the City's Comprehensive Sewer Plan/Comprehensive Plan update. The plan will be proposed for approval by City Council toward the end of 2013, and be added to the docket for the 2014 Comprehensive Plan amendment.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

The project does not involve the construction of any housing units.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

The project would not eliminate any housing units.

- c. Describe proposed measures to reduce or control housing impacts, if any.**

The project would not cause any housing impacts.

10. Aesthetics

- a. What is the tallest height of any of the proposed structure(s), not including antennas? What is the principal exterior building material(s) proposed?**

The tallest buildings on the site will be approximately 35 feet high. Other structures, including the administration, lab, maintenance, and electrical buildings, will have a height of approximately 15 feet. Exterior materials and finishes will be selected during design.

- b. What views in the immediate vicinity would be altered or obstructed?**

The new facilities and structures would replace existing treatment plant structures and would be visible from Windjammer Park and the surrounding commercial areas. Regardless of location, views in the immediate vicinity would be altered from current conditions. As part of the shoreline permitting process, a view analysis would likely be required. As part of the final site design, views will be considered and maintaining view corridors will be a priority.

c. Describe proposed measures to reduce aesthetic impacts, if any.

The existing RBC plant is currently located at Windjammer Park. Views of the new MBR facility would be similar to the RBC plant and may be located in, within or overlapping the footprint of the existing RBC plant; however the RBC plant is more industrial looking than the proposed MBR facility would be.

The aesthetics of the new facility would take into account the context, scale and visual buffer of the site. The plant design will relate to the surrounding architectural history of the area, and will relate to the adjacent commercial buildings and the park. Buildings will be designed so that the scale of the buildings is compatible with the surrounding buildings and neighboring uses. Where possible, the buildings will be located around the perimeter of the site. This allows the building walls to become security elements, thus eliminating unsightly fences. Landscape plantings will provide a layered visual buffer from key vantage points.

The existing industrial looking RBC plant will be decommissioned and demolished, and any areas of the existing RBC plant that are not used for the new MBR facility will likely be converted to open space for public use. Therefore, views of and within Windjammer Park would not be significantly changed, though locations of wastewater facilities within the park may change. As described in question B.2. above, the new MBR facility will have much better odor control than the current RBC plant, and will meet or exceed the standard of care with regard to odor control.

11. Light and Glare

a. What type of light and glare will the proposal produce? What time of day would it mainly occur?

Construction will occur primarily during the daytime, negating the need to utilize artificial lighting. The treatment plant will be illuminated with only security lighting and would be similar to lighting at the existing RBC facility. The lighting will be aimed downward to reduce the potential for light or glare impacts on adjacent properties. Nighttime construction may be conducted on a limited or as-needed basis that may require lighting for limited amounts of time.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?**

Light or glare would not be a safety hazard and would not interfere with views.

- c. What existing off-site sources of light or glare may affect your proposal?**

Off-site sources of light will not affect this proposal.

- d. Describe the proposed measures to reduce or control light and glare impacts, if any.**

Lighting will be downward facing, with full cut-off shields to minimize light and glare impacts to adjoining properties. Surfaces at the plant will be non-glare surfaces to further reduce glare possibilities. Nighttime construction activities will be very limited, if needed at all. Any nighttime work would be scheduled in advance, and nearby residents would be notified of such work.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?**

The project site is within and in the vicinity of Windjammer Park. Windjammer Park, located on the Oak Harbor waterfront, is a popular 28.5 acre park that features a waterfront trail, multiple playgrounds, ball fields and courts, a boat launch, a recreational vehicle park, a swimming lagoon, restrooms, and two accessory buildings. The park is a heavily-used popular local amenity, also locally known as City Beach.

- b. Would the proposed project displace any existing recreational uses? If so, describe.**

Construction activities and noise would temporarily disrupt recreational use of Windjammer Park. Portions of the park would be inaccessible during construction for up to 2 years. Depending upon final site location, the park would be permanently impacted as portions of the park would be turned over for development of the new facility. Following construction, the existing RBC facility located in the park would be decommissioned and demolished. Any portion of the existing RBC plant space not used for the new MBR treatment plant will be returned to public park space.

- c. **Describe proposed measures to reduce or control impacts on recreation, including recreational opportunities to be provided by the project or applicant.**

To the extent possible, construction activities will be timed to minimize the impact to park and waterfront users. Areas that are closed to construction would be clearly marked so that recreational users can avoid the area during the construction time frame. Following construction, the park area will be fully restored and returned for park use. Depending upon final site location, the City may undertake additional park improvements to mitigate permanent impacts to the park.

The existing RBC facility would be decommissioned and demolished. Any areas of the existing RBC plant that are not used for the new MBR facility would be converted to park space for public use within Windjammer Park. Close collaboration with the City Parks Department will occur to minimize the impacts to the park and provide the greatest long-term benefits and amenities for the park and its users.

13. **Historic and Cultural Preservation**

- a. **Are there any places or objects listed on or eligible for national, state, or local preservation registers known to be on or next to the site? If so, generally describe.**

Yes, 45-IS-298, a pre-contact shell midden archaeological site, is recorded within Windjammer Park. It is expected that disturbed or intact buried site deposits will be encountered during the construction of the new Wastewater Treatment Plant. We expect that the intact and disturbed deposits associated with 45-IS-298 will be determined eligible for the National Register of Historic Places.

- b. **Generally describe any landmarks or evidence of historic, archeological, scientific, or cultural importance known to be on or next to the site.**

The Windjammer Park vicinity has had numerous uses and filling and grading events over the last 140 years. It has had and continues to have natural and cultural process working on it continually. The properties in and adjacent to the present day Windjammer Park have high potential for buried cultural resources.

There are eleven previously recorded archaeological sites on file at the Department of Archaeology and Historic Preservation (DAHP)

within one mile of the project Area of Potential Effect (APE) including seven prehistoric sites, two historic sites, one site with both precontact and historic components, and one cemetery. Three of the prehistoric sites include burials. Many of the sites were first identified in the 1950s and the site boundaries have not been confirmed; this suggests that additional buried cultural materials could be present outside of the recorded boundaries. One of the sites consists of redeposited cultural deposits taken from one location to another.

Additionally, the project area is categorized as “very high risk” for buried cultural resources in the Washington State Archaeological Predictive Model.

There have been several previous cultural resources investigations in the project vicinity including two within Windjammer Park. There are multiple historic age above ground structures adjacent to Windjammer Park; once the project plans are developed it may be necessary to document those structures.

Table 1: Recorded Archaeological Sites on file with DAHP.

Number	Type	Distance from Site
45-IS-298	Pre Contact Lithic Material, Pre Contact Shell Midden	Within
45-IS-45	Pre Contact and Historic Components, Pre Contact Camp, Pre Contact Shell Midden, Pre Contact Burials	~0.1 mile
45-IS-300	Pre Contact Burial, Pre Contact Shell Midden, <u>Redeposited</u>	~0.2 mile
45-IS-46	Pre Contact Camp, Pre Contact Shell Midden	~0.3 mile
45-IS-100	Historic Residential Structures	~0.3 mile
45-IS-99	Historic Property	~0.5 mile
45-IS-296	Freund Cemetery	~0.5 mile
45-IS-204	Pre Contact Camp, Pre Contact Shell Midden	~0.7 mile
45-IS-79	Pre Contact Camp, Pre Contact Shell Midden	~0.8 mile
45-IS-80	Pre Contact Camp, Pre Contact Shell Midden	~0.8 mile
45-IS-82	Pre Contact Camp, Pre Contact Shell Midden, Pre Contact Burial	~1 mile

c. Describe proposed measures to reduce or control impacts, if any.

As the intact and disturbed deposits associated with 45-IS-298 are expected to be determined eligible for the National Register of Historic Places under Criterion D, work within the project area will need to be conducted under the terms of either:

1. An Archaeological Site Alteration and Excavation Permit (Permit) from the Washington State Department of Archaeology and Historic Preservation as per RCW 27.44 and RCW 27.53
2. Or, if the project involves federal funding or a federal permit: A Memorandum of Agreement (MOA) with the lead federal agency for the wastewater treatment plant project developing this agreement for signatories as defined by National Historic Preservation Act (NHPA) (16 U.S.C. 470f).

With either the Permit or the MOA a number of components will need to be included in this plan:

1. A mitigation plan would need to be developed with additional data provided after the final selection for the location of the Wastewater Treatment Plant is completed. The additional data will include the results of subsurface testing by both machine and hand excavations. This testing would be implemented to the depth and areal extent of the proposed development. The data will need to include the extent of both intact and disturbed archaeological deposits of both historic and/or pre contact components, in the footprint of the proposed development and the calculations of how much cultural material will be disturbed by the proposed development.

This mitigation plan would include all the components of the process up to and including data collection, analysis, reporting and curation.

2. A Monitoring Plan as part of the mitigation plan with a detailed contingency plan that would include the infield plan for every kind of cultural resource that can reasonably be expected to be encountered including both the pre contact and historic components. This is not a phone tree for an unanticipated discovery; this is detailed plan up to and including analysis and curation that should parallel the original mitigation plan and will deal with all resources encountered during the professional archaeological monitoring of the construction of the Wastewater Treatment Plant.

3. A Plan for the Treatment of Human Remains will need to be prepared to outline the procedures to be followed if human remains are identified during testing or construction.

Additional consideration will need to be given to the potential historic structures that may be affected by the proposed project implementation. When the final site has been chosen then any historic structures above or below ground will be identified and archaeological site inventory forms (relic features) or historic property inventory forms (intact structures) will be completed. The data from this inventory will be used in the Mitigation and Monitoring Plans.

Early consultation by the Lead Agency, with the Affected Tribes is recommended.

14. Transportation

- a. **Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on-site plans, if any.**

The project site is located along West Pioneer Way (to the north), SW Beeksma Drive (to the west) and SE City Beach Street (to the east) (Figures 2 and 3). Pioneer Way is Highway 20 to the west of the project site. At the intersection with Beeksma Drive, Highway 20 turns north. It is anticipated that construction vehicles would access the site via Highway 20 and Pioneer Way. Traffic could be periodically stopped along access roads to allow truck and trailer access to the construction site. This could result in temporary delays for general purpose traffic along the roadways. The facility will be located and designed to allow the future extension of Bayshore Drive according to current City plans.

- b. **Is the site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?**

Island Transit's Harbor Station Transfer Center is located adjacent to Windjammer Park on Bayshore Drive and is served by many bus routes. It is not likely that this bus station will be affected by construction or will need to be relocated.

- c. **How many parking spaces would the completed project have? How many would the project eliminate?**

Parking spaces at the completed project would be determined in site design. Some parking spaces associated with commercial

uses to the north of the project site may be eliminated. The exact number would be determined during final site design. It is not likely that this project would reduce the number of parking spaces available for park use.

- d. **Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe.**

A new access road will likely be required. This road will be constructed according to City standards, will likely be less than 1,000 linear feet, and will be constructed in a way to fit with potential future realignment of Bayshore Drive. More extensive improvements to Bayshore Drive, Beeksma, Pioneer Way, or City Beach Street are possible depending upon the final alternative location selected.

- e. **Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

The project does not occur in the vicinity of water, rail, or air transportation.

- f. **How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.**

Construction of the treatment facility is anticipated to last approximately 2 years. During construction, additional truck traffic will be entering and exiting the construction site. The volume of trucks on any one day would depend upon the stage of construction. At peak times traffic may average 40 round trips per day. Worker trips would typically range from 10 to 30 round trips per day throughout the project, depending upon construction activities.

Minimal traffic per day, estimated between 6 and 9 round trips, will be generated by the operation of treatment facility. The number of trips would be slightly higher than the trips currently generated by the existing RBC facility.

Should additional community facilities be developed in association with the new treatment plant, additional traffic studies would be conducted to determine any traffic impacts to area roadways.

g. Describe proposed measures to reduce or control transportation impacts, if any.

At least one lane of any affected roadways will be open to allow for emergency vehicles and local access during construction, and emergency services such as fire and police will be notified of any lane closures. Detour routes will be provided where possible, and routes will be clearly marked with signage. Local residents and businesses will be notified of lane closures as appropriate.

Operation of the project is not expected to noticeably affect area transportation.

Transportation impact fees will be paid for any new pm peak hour trips generated by the new facility.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally explain.

The project would not result in an increased need for public services. The project is designed to meet some of the public service needs associated with project population growth by providing increased capacity for wastewater treatment.

b. Describe proposed measures to reduce or control direct impacts on public services.

There would be no direct impacts on public services.

16. Utilities

a. Underline utilities currently available at the site:

Electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic systems, other

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Construction and operation of the wastewater facility will require utilities including electricity, communications, and water. These services are available in the area. Wastewater service will remain

operational during construction of the new facility. Overall, the new facility will provide a more reliable wastewater treatment system that produces a higher quality of effluent.

Oak Harbor Wastewater Facilities Plan and Treatment Facility
SEPA Checklist

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Lisa B. Adolfson, ESA

Name (print): _____

Lisa B. Adolfson

Title: _____

Senior Project Manager

Date Submitted: _____

July 31, 2013

REFERENCES

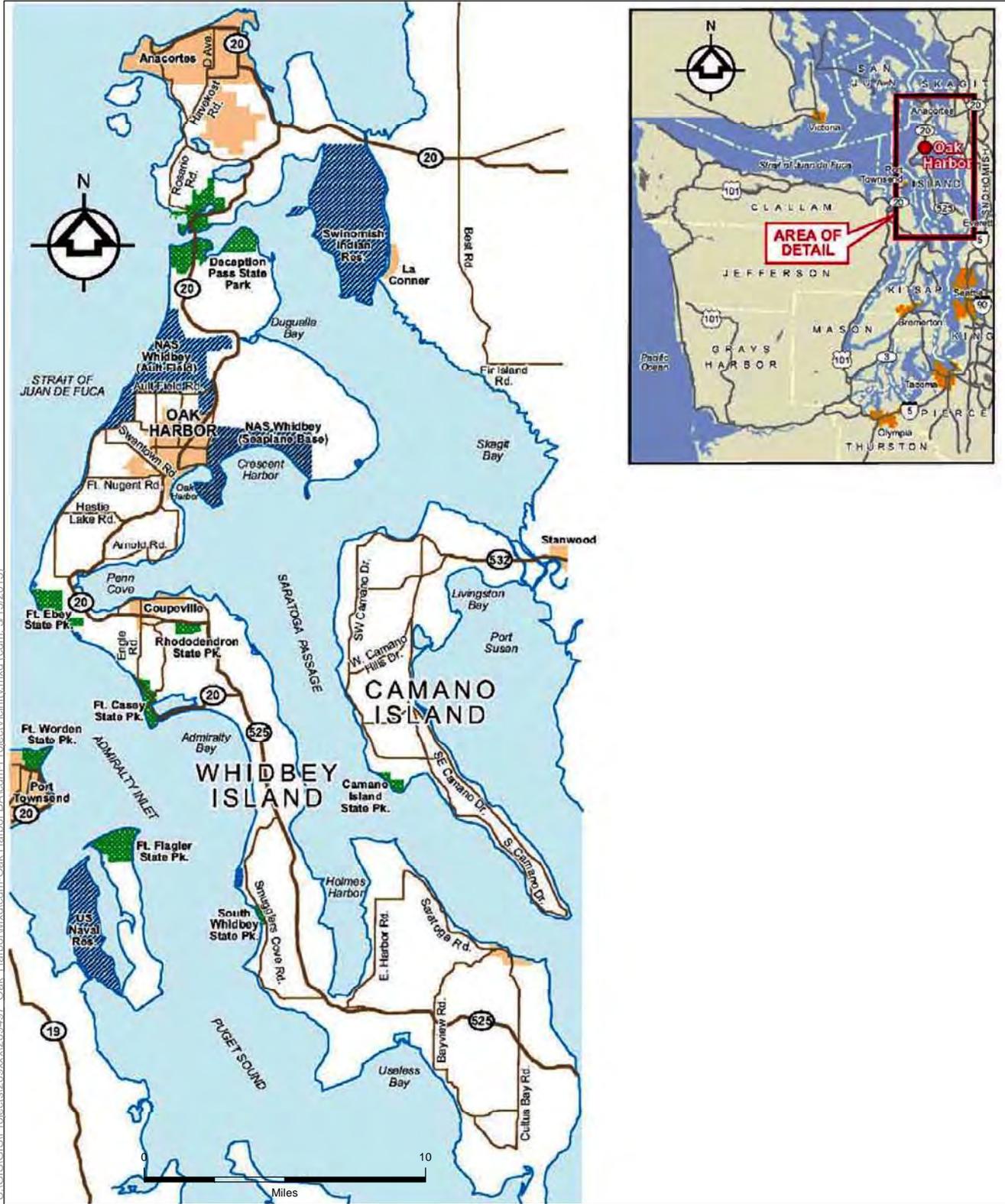
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FIGURES

Figure 1: Project Vicinity Map

Figure 2: Vicinity Map

Figure 3: Conceptual Site Layout



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SOURCE: City of Oak Harbor Comprehensive Plan,
 City of Oak Harbor Development Services Department,
 December 2009

Oak Harbor Wastewater Treatment Facilities Project . 209497

Figure 1
 Project Vicinity
 Oak Harbor, Washington

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Project Vicinity

WINDJAMMER VICINITY

SOURCE: City of Oak Harbor 2009

Oak Harbor Wastewater Treatment Facilities Project . 209497

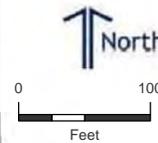
Figure 2
Vicinity Map
Oak Harbor WWTP Facility
Oak Harbor, Washington

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Building Key

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



WINDJAMMER VICINITY CONCEPTUAL SITE PLAN

SOURCE: City of Oak Harbor 2009

Oak Harbor Wastewater Treatment Facilities Project . 209497

Figure 3
 Conceptual Site Layout
 Oak Harbor WWTP Facility
 Oak Harbor, Washington

CITY OF OAK HARBOR
MITIGATED DETERMINATION OF NONSIGNIFICANCE

Description of proposal The City of Oak Harbor is proposing to replace the current wastewater treatment facility with a new 3.9 million gallon per day treatment facility in the vicinity of Windjammer Park. The new facility will occupy approximately 4 acres. The exact location of the facility has not been determined at the time of this review.

The new treatment facility will replace the existing rotating biological contactor (RBC) facility that is nearing the end of its useful life. The new facility is designed to provide reliable wastewater treatment service while meeting high standards for water quality.

The proposed project will also replace the existing outfall which is currently non functional. The proposal is to build a new outfall next to the existing outfall and abandon the existing 2100 foot long outfall in place. The new outfall will be a 30-inch high density polyethylene (HDPE) or a concrete coated steel diameter pipe. The new outfall will be fully buried from the shoreline to the diffuser.

The scope of the current proposal is limited to building a new treatment plant and a new outfall in the Windjammer Park vicinity. The project has a potential of increased scope if the navy chooses to connect to the new proposed facility since the connections will have impacts not identified in this SEPA checklist. If the navy chooses to connect to the proposed new treatment facility, an addendum to this determination and/or a separate SEPA checklist, review and determination will need to be completed.

Proponent City of Oak Harbor

Location of proposal. Windjammer Park, Oak Harbor, Island County, WA.

Lead Agency City of Oak Harbor

The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment, and an environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c), so long as certain mitigating conditions are applied to this action. These conditions are described below. This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- X This mitigated DNS is issued under WAC 197-11-340(2) with a fourteen day comment period ending on September 26, 2013; provided there are no substantive comments provided the MDNS will become final on that date. There will be a 15 day appeal period ending October 11, 2013.

MITIGATION MEASURES:

1. All mitigation measures provided in the SEPA checklist are incorporated into this determination by reference. These mitigation measures include, but are not limited to, those specified below:
 - a. A site specific geotechnical report must be prepared once the site has been chosen
 - b. All local, state and federal permits that are required and identified (A.10) in the SEPA checklist must be obtained prior to commencing construction
 - c. Obtain an Order of Approval to Construct from Northwest Clean Air Agency (NWCAA) for construction and operation of the treatment plant.
 - d. Shoreline Master Program
 - i. A habitat impact statement along with mitigation measures must be prepared as part of the shoreline permitting process for the outfall.
 - ii. A view analysis must also be done and incorporated into the site design and building layout with the intention of preserving and or creating view corridors from and beyond the site.
 - e. If any wetlands will be impacted based on the eventual site selection, a critical areas report in accordance with OHMC 20.24.040 shall be prepared. Any wetland impacts must be mitigated in accordance with local, state, and federal permit requirements.
 - f. A comprehensive erosion and sediment control plans must be developed and implemented for each phase of construction in accordance with the 2012 Stormwater Management Manual for Western Washington (Ecology, 2012) or updated versions as they become available. The plans must include elements for site stabilization, slope protection, drainage way protection, and sediment retention. Additional measures listed in the SEPA checklist related to erosion and sediment control have been listed below.
 - i. A temporary erosion and sedimentation control plan (TESC) that meets the requirements of DOE and the City of Oak Harbor will need to be approved prior to construction. TESC measures must be included as part of the project design and construction.
 - ii. Best Management Practices (BMPs) consistent with requirements of DOE and the City's regulations will be employed to minimize the amount of erosion and sediment leaving the site.
 - iii. Turbid water and debris from construction must not be permitted to run directly into Oak Harbor Bay.
 - iv. Following construction, disturbed areas will be paved or hydroseeded promptly.
 - v. BMPs must be implemented to minimize equipment related materials and sediment from leaving the site and potentially entering surface and ground waters.
 - vi. Spill and erosion prevention and sediment control plans, as well as observance of all applicable safety and environmental regulations for

handling chemicals, must be in place to minimize risks. A Spill Prevention Countermeasure and Control (SPCC) plan to address the potential release of hazardous materials must be developed and implemented as necessary.

- vii. Straw bales or silt fences must be used to reduce runoff velocity in conjunction with collection, transport, and disposal of surface runoff generated in the construction zone.
 - viii. A silt/turbidity curtain must be used to confine turbidity within the immediate work area when constructing the in-water portion of the outfall.
 - ix. During construction, monitoring programs are required to ensure compliance with the site erosion control plan and with local regulatory requirements. The construction contractor and/or City staff must measure parameters such as turbidity, temperature, and pH of surface water discharge and visually monitor the site for signs of erosion and for correct implementation of control measures per these plans.
 - x. To the extent possible, equipment must be stored and staged a minimum of 200 feet from surface waters when not in use.
 - xi. Refueling of equipment must take place a minimum of 200 feet from surface waters.
 - xii. In water work must be conducted in accordance with hydraulic code rules (Chapter 220-110 WAC), including approved in-water work windows for tidal reference area 8 (WAC 220-110-240), which typically corresponds to times when listed fish and forage species are least likely to be present (Corps, 2012). A hydraulic project approval (HPA) from WDFW must be obtained for the proposed action.
- g. To minimize impacts to air quality during construction, measures shall be taken to water construction surfaces to prevent dust, sprinkling the project site with approved dust palliatives, and use of temporary stabilization practices upon completion of grading.
 - h. Construction vehicles to be well maintained to reduce vehicle emissions.
 - i. When possible, use local materials to reduce impact of transportation.
 - j. Critical facilities constructed within the base floodplain should have the lowest floor elevated to three feet or more above the base flood elevation of the site. Flood proofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.
 - k. Access routes to all critical facilities wherever possible must be elevated to or above the level of base floodplain.
 - l. Measures to elevate or improve existing streets must be addressed if the final location impacts existing elevations
 - m. Construction must be scheduled and planned to limit noise impacts to occur during the weekday daytime hours of 7:00 am to 9:00 pm. Should nighttime construction be necessary, approvals from the Building Official is required and

residents must be notified well in advance of any nighttime construction activity.

- n. The lighting for the facility and associated parking areas will be aimed downward with full cut-off shields to reduce the potential for light or glare impacts on adjacent properties.
- o. The construction site shall be well lit to prevent vandalism, increase public safety and provide surveillance.
- p. Any new access roads must be built to City standards. Existing streets adjacent to the site, if impacted, must be built to City standards.

2. Archaeological and Cultural resources impact:

- a. An Archaeological Site Alteration and Excavation Permit (Permit) from the Washington State Department of Archaeology and Historic Preservation (DAHP) as per RCW 27.44 and RCW 27.53 must be obtained prior to any site work.
- b. An archaeological survey, data recovery, monitoring and an inadvertent discovery plan must be developed in advance of project commencement and in consultation with DAHP and the interested tribes. The plan should include processes for interim reporting and ongoing consultation with interested parties during project construction.
- c. If federal funds are used for the project, Section 106 of the National Historic Preservation Act, as amended, and its implementing regulations, 36CFR800, must be followed. This process requires formal government-to-government consultation with the affected tribes and DAHP.
- d. A mitigation plan must be developed with additional data provided after the final selection for the location of the Wastewater Treatment Plant is completed. The additional data must include the results of subsurface testing by both machine and hand excavations. This testing must be implemented to the depth and areal extent of the proposed development. The data must include the extent of both intact and disturbed archaeological deposits of both historic and/or pre contact components, in the footprint of the proposed development and the calculations of how much cultural material will be disturbed by the proposed development. The mitigation plan must include all the components of the process up to and including data collection, analysis, reporting and curation.
- e. A Monitoring Plan must be part of the mitigation plan with a detailed contingency plan that would include the infield plan for every kind of cultural resource that can reasonably be expected to be encountered including both the pre contact and historic components. This must be a detailed plan up to and including analysis and curation that should parallel the original mitigation plan and will deal with all resources encountered during the professional archaeological monitoring of the construction of the Wastewater Treatment Plant.

- f. A Plan for the Treatment of Human Remains must be prepared to outline the procedures to be followed if human remains are identified during testing or construction
 - g. All excavated soils from the project shall be deposited in a single location and retained until the construction of the new facility is completed
3. The final site selection shall determine if any of the city's developed park property is being disposed of for the treatment facility. Disposing of developed city park property shall follow the procedures set forth in OHMC 1.30.010.
 4. A plan to keep access to the waterfront trail must be developed with development permits for any portion of this project. Signage to mark detours and duration of closure must be in place during construction of the project.
 5. Any existing park facility, structure, equipment, access etc. that will be impacted during the construction and the eventual siting of the facility must be replaced with new facilities, structures, and equipment that meet the current codes. Replacement of these facilities must be done in consultation with the Parks Division.
 6. Work below the Mean Higher High Water (MHHW) line must be completed "in the dry" or at low tide whenever possible.
 7. Any moved beach material (gravel and sand, rock) will be stockpiled in a manner that does not impact water quality (including turbidity requirements) of the bay.
 8. Move only enough driftwood along the beach berm and shoreline that will be required to complete the Project. Any removed driftwood must be replaced once the work in that area has been completed.
 9. Driftwood and riprap rock must not be dragged along the beach.
 10. To minimize erosion, any disturbed upland landscaping will be replaced as soon as practically possible following construction.
 11. Any necessary replacement landscaping will be designed to maintain visual aesthetics of the site consistent with the surrounding area. Additionally, native grasses and plants will be used whenever appropriate along the beach berm area.
 12. The facility must incorporate the City's design guidelines into the design of the facility and site plan. A detailed landscape plan prepared by a landscape architect that includes information on existing landscaping to be preserved and well as newly proposed landscaping must be included as part of the development permits process. Native vegetation, where feasible, must be used.
 13. Access to the site will be maintained for local fire, police, aid units or ambulance response if required for construction related accidents or injuries.
 14. Install temporary fencing around the project site as a measure of public safety.
 15. The project must adhere to all other environmental and/or archeological conditions and mitigation measures that may result from the project review and permitting by State and Federal agencies and adhere to all conditions and mitigation measures outlined in the SEPA checklist for this project.
 16. All required permits from the State and Federal agencies must be obtained prior to any construction.

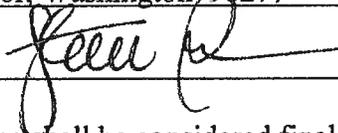
Responsible Official: Steve Powers

Position/Title: Director of Development Services Phone: (360) 279-4512

Address: 865 SE Barrington Drive, Oak Harbor, Washington 98277

Date: September 11, 2013

Signature: _____



This mitigated determination of nonsignificance shall be considered final unless subsequently modified by a major amendment to the proposed project or as a result of comments received by September 26, 2013. You may appeal this determination at Oak Harbor City Hall, 865 SE Barrington Drive, Oak Harbor, WA, 98277 within fifteen days of the date set out above, or no later than close of business October 11, 2013.

City of Oak Harbor City Council Agenda Bill

Bill No. 9.a.
Date: September 17, 2013
Subject: Forest City - Contract for Animal
Control Services

FROM: Edgar J. Green, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to request authorization for the Mayor to sign an Agreement with Forest City to continue providing City animal control services to Seaplane Base housing managed by Forest City.

FISCAL IMPACT DESCRIPTION

The first year payment from Forest City to the City of Oak Harbor will be \$34,734.71, adjusted annually in accordance with actual calls for service.

SUMMARY STATEMENT

The Oak Harbor Police Department currently provides all animal control and holding services to the tenants of United States Naval Housing within the City of Oak Harbor. These properties are managed for the United States Navy by Forest City.

While the City of Oak Harbor's animal holding facility was on US Navy property, there was an agreement that the City would provide animal control services to Navy housing in exchange for the use of the facility. The lease for this facility will terminate on September 30, 2013 and City staff approached NASWI staff and Forest City (contractor for the US Navy for housing) to gauge their interest in having the City continue to provide these services under contract.

Discussions between City staff and Forest City resulted in the attached draft Agreement. The basis of the annual fee payable to the City by Forest City is a percentage of the total cost expended by the City for animal control services (staffing, administrative, holding facility). The percentage is determined by comparing the number of calls to base housing against the total calls for service in Oak Harbor. For 2013 up to August 7, 2013, this percentage was 10.94% so the \$34,734.71 annual fee is 10.94% of the total cost that the City spends on animal control services. Each year, there will be a "true up" or reconciliation based on actual calls for service for the previous year.

RECOMMENDED ACTION

Motion to authorize the Mayor to sign the Agreement to Provide Animal Control Services with Forest City Residential Management on behalf of Pacific Northwest Communities, LLC.

ATTACHMENTS

- Contract
- Map of Forest City residential areas
- Calls for Service for Animal Control (January 1, 2013 through August 7, 2013).

Agreement to Provide Animal Control Services

THIS AGREEMENT is made between the CITY OF OAK HARBOR, a municipal corporation (hereinafter called "City") and FOREST CITY RESIDENTIAL MANAGEMENT ON BEHALF OF PACIFIC NORTHWEST COMMUNITIES, LLC (hereinafter called "ForestCity"), a private entity authorized to manage several housing areas on Naval Air Station Whidbey Island, for the purpose of establishing the terms under which the City will provide animal recovery and control services within those housing areas managed by ForestCity that are located inside the corporate limits of the City of Oak Harbor.

WITNESSETH:

WHEREAS, the City has for a number of years under Navy Agreement N4425511RP00021 provided animal recovery and control services to Navy housing in exchange for the use of Building 297 on the Seaplane Base as an animal shelter; and

WHEREAS, the term for use of Building 297 as an animal shelter will end on September 30, 2013 and the City will be moving its animal holding facility to a new location at 2725 NE Goldie Street effective October 1, 2013; and

WHEREAS, the Navy has indicated that it is desirous that the City continue to provide animal recovery and control services to base housing managed by ForestCity within the City of Oak Harbor corporate limits after Building 297 is vacated on September 30, 2013; and

WHEREAS, the City possesses the power and legal authority under OHMC Chapter 7.20 to provide animal control services within its boundaries and has established the necessary staffing, administration and facilities to exercise that authority; and,

WHEREAS, the Navy requested that the City contract with ForestCity to provide animal recovery and control services, said entity being responsible for residential management of Naval Air Station Whidbey Island housing that is also located inside the corporate limits of the City of Oak Harbor; and

WHEREAS, ForestCity desires to enter into an agreement with the City whereby the City will provide animal recovery and control services to base housing being managed by ForestCity inside the corporate limits of the City of Oak Harbor, so long as the City does not incur any greater responsibility and/or liability than it would normally have imposed upon it by law for the provision of such basic services to the citizens of Oak Harbor,

NOW, THEREFORE, in consideration of the covenants, conditions, performances, and promises hereinafter set forth, the parties agree as follows:

1. Scope of Services

- A. The City shall act as the animal control and impounding authority for ForestCity within the areas shown in Exhibit A, and shall provide animal control services and facilities for all animals for which enforcement and impounding is authorized under OHMC Chapter 7.20.

- B. The City is authorized by ForestCity to enforce all ordinances of the City and/or statutes of the State of Washington now in effect in the area serviced by ForestCity (as described in Exhibit A). By entering into this agreement, the parties intend merely to have the City provide the service described herein to ForestCity. The City does not intend to assume, nor does ForestCity expect the City to incur, any greater responsibility and/or liability than it would normally have imposed upon it by law for the performance of animal control services generally for the citizens of Oak Harbor.
- C. The level of service provided by the City to ForestCity in fulfillment of this Agreement shall be consistent with the level of service customarily provided by the City to areas within the City of Oak Harbor that are not under the management of ForestCity.
- D. The City is acting hereunder as an independent contractor so that:
 - 1. All liability for salary, wages, and/or other City employee compensation shall be the responsibility of the City; and
 - 2. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the City.

2. **Term of Agreement/ Renewal/Termination**

- A. The **term** of this agreement shall be for a period commencing October 1, 2013, and continuing through September 30, 2014, unless sooner terminated as provided herein. The Agreement will automatically renew for one year periods of time unless terminated sooner as provided herein.
- B. **Termination.**
 - 1. Either party may terminate this agreement for any reason upon providing written notice to the other party thirty (30) days prior to the effective date, in which case ForestCity shall compensate the City only for the costs of those services provided through the period of time this agreement remains in effect. Termination shall not affect the rights of the City under other sections of this agreement.
 - 2. This agreement is contingent upon governmental funding and local legislative appropriations. In the event funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this contract and prior to normal completion, this contract may be terminated by the City immediately upon notice to ForestCity.
 - 3. Any notice required or permitted to be given under this agreement shall be sent either by certified mail, return receipt requested, or by personal delivery. Any notice will be effective when actually received or, if mailed as provided herein,

on the earlier of actual receipt or three (3) days after the date deposited in the mail.

4. Any notice from the City to ForestCity shall be sent or delivered to:

Shannon Ramos
General Manager, Navy Northwest
Pacific Northwest Communities, LLC
Forest City Residential Management
19578 10th Ave NE,
Poulsbo, WA 98370

5. Any notice from the County to the City shall be sent or delivered to:

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

3. Amendments.

This agreement may be amended at any time by mutual written agreement of the parties.

4. Compensation.

All costs related to recovery, transport, housing, feeding, watering, daily care, veterinary care, release to owner and adoption services, euthanasia, and disposal of remains services for animals delivered to the City from within the area shown in Exhibit A on behalf of ForestCity shall remain the responsibility of ForestCity. The projected rate of payment to the City for those services set forth in this agreement shall be:

- A. Contract amount will be 10.94% of the City's cost of providing animal control services and an animal holding facility as described in Exhibit B. The 10.94% is determined by the number of calls responded to by the City's animal control officer (ACO) to ForestCity housing as a percentage of the total calls responded to by the ACO. The Contract amount for the term starting October 1, 2013 and ending on September 30, 2014 is \$34,734.71.
- B. This percentage shall be adjusted annually based on the previous year's calls. For the initial term of this agreement, the percentage will be determined based on the calls between January 1, 2013 and August 7, 2013 as detailed in Exhibit C.
- C. There will be a true-up, or reconciliation, of the amount owed for the prior year in October of each year based on the actual percentage of calls for service for that year. If the actual percentage of calls to ForestCity housing is lower than the percentage established in the contract for that year, then the City will pay ForestCity the difference.

If the actual percentage is higher, then ForestCity will pay the City the difference. The true-up or reconciliation shall be adjusted in the next quarterly billing.

- D. The overall cost to the City of providing animal control and holding services will be reviewed bi-annually in conjunction with the City's biennial budget process. The City shall provide notice to ForestCity any changes in the overall cost within one month following adoption of the biennial budget. If the overall cost changes during this review, the amount owed by Forest City will be applied as a percentage of the revised overall cost.

- E. **Billing/Payment**

Payments will be made quarterly. The City shall provide a quarterly billing to ForestCity, and a report of all services provided under this agreement, including all calls for service (numbered events), by hour and type, to which the City responded and upon which the billing is based.

ForestCity shall pay the City within thirty (30) days after the receipt of the City's invoice.

5. Resources.

Except as otherwise stipulated, the City and ForestCity each agree that it shall individually furnish the labor, equipment, facilities, and supplies required to perform its respective obligations under this agreement. All such property shall remain the property of the provider, and the non-providing party shall not obtain any interest therein. All property used to perform agreement obligations shall be acquired, held, and disposed of in any appropriate manner by the providing party.

6. Records.

The City shall maintain adequate records to support those services set forth in this agreement. Said records shall be maintained for a period of six (6) years after completion of this agreement. ForestCity or any of its duly authorized representatives shall have access to any books, documents, papers, or records of the City that are directly related to this agreement for the purposes of audit examinations, excerpts, or transcripts.

7. Hold Harmless/Indemnification.

- A. **CITY RESPONSIBILITY.** The City shall protect, save harmless, indemnify and defend ForestCity, its officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the

loss or claim is attributable to the negligence or willful misconduct of ForestCity, its officials, officers, employees or agents.

- B. **FORESTCITY RESPONSIBILITY.** ForestCity shall protect, save harmless, indemnify and defend the City its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or ForestCity employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of ForestCity in performance of this Agreement, its officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees or agents.

8. Insurance

- A. The City is insured through Washington Cities Insurance Authority (WCIA) Pool .
- B. ForestCity shall procure, and maintain for the duration of the Agreement the minimum insurance requirements shall be as follows:
 - 1. Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
 - 2. Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.
 - 3. Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- C. Notice of Cancellation. In the event that either party receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the party shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the other party.
- D. Verification of Coverage. In signing this agreement, each party is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, each party shall provide the other with proof of insurance upon request.

9. Legal Requirements.

Each party shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this agreement.

10. Independent Capacity

The employees or agents of each party who are engaged in the performance of this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

11. No Third Party Beneficiary.

It is the specific intent of the City and ForestCity, and both parties agree, that this agreement shall not confer third party beneficiary status on any non-party, including, but not limited to, the citizens of either the City or of ForestCity.

12. Severability.

Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

13. Dispute Resolution

In the event differences between the City and ForestCity should arise over the terms and conditions of this Agreement, the **City and ForestCity**, or their respective designees, shall attempt to resolve any problems on an informal basis.

If the problem cannot be resolved informally, the matter may be referred for mediation.

If mediation is not successful, either party may institute legal action to enforce the terms and conditions of this Agreement.

14. Venue.

The laws of the State of Washington shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceeding to enforce this agreement or any provision hereto shall be in the Superior Court of Island County. The prevailing party in any such action, suit, or proceeding shall be entitled to reasonable attorney's fees and costs.

15. Entire Agreement

This document constitutes the entire agreement between the parties.

16. 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 17th day of September, 2013.

CITY OF OAK HARBOR

FOREST CITY RESIDENTIAL MANAGEMENT ON BEHALF
OF PACIFIC NORTHWEST COMMUNITIES, LLC

By _____
Scott Dudley, Mayor

By *Genevieve Bauer* 9/4/13
Genevieve Bauer, VP of Operations MH

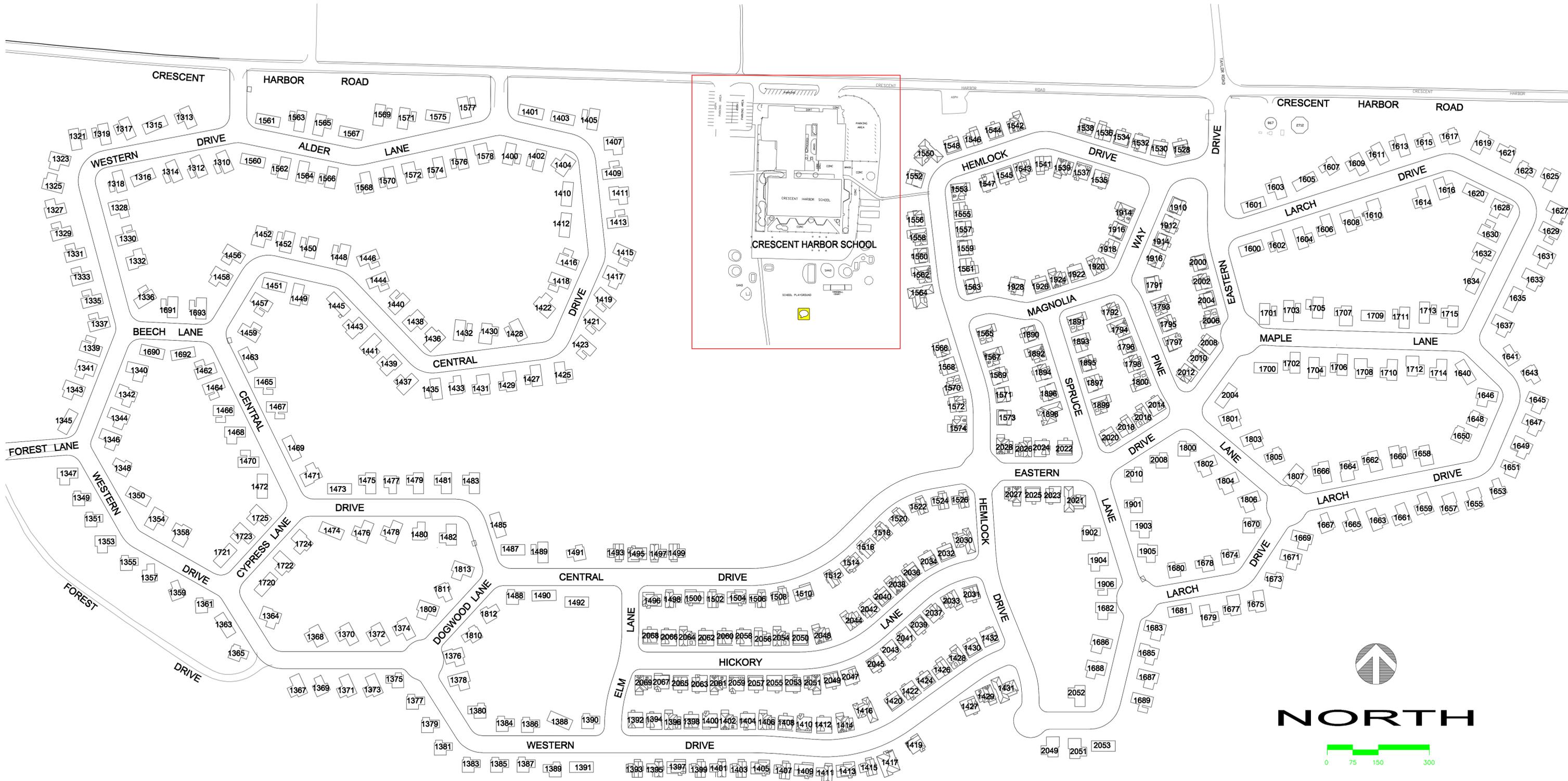
Approved as to form:

Grant K. Weed, City Attorney

Exhibit A

Service Area Map ForestCity

Service Area – is described on the attached map by Forest City/Base and reflects the Base housing covered by Forest’s contract with the Navy. The boundary may be subject to change.



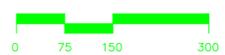
CRESCENT HARBOR



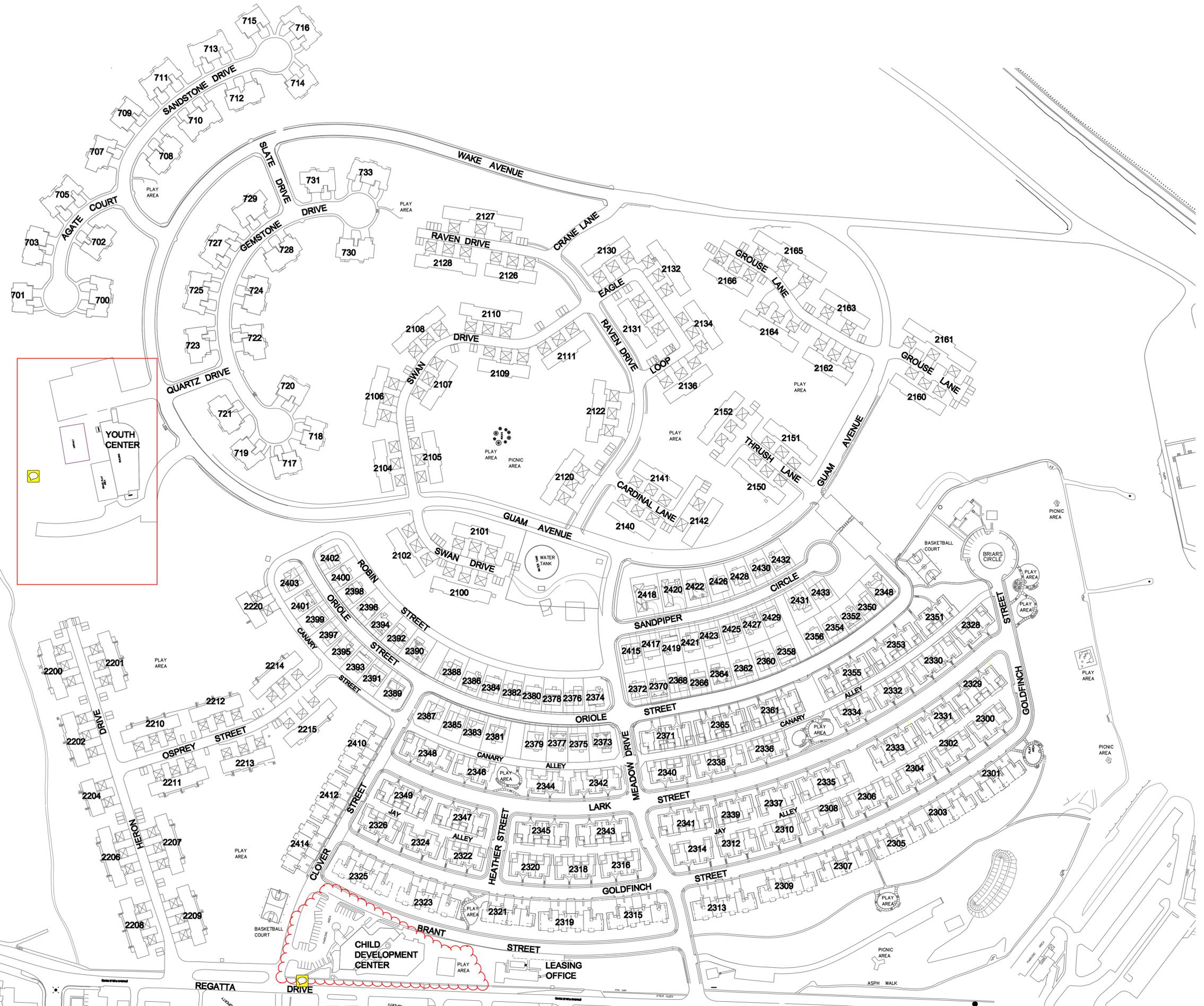
**MAYLOR
POINT**



NORTH



**MAYLOR
POINT
HOUSING**



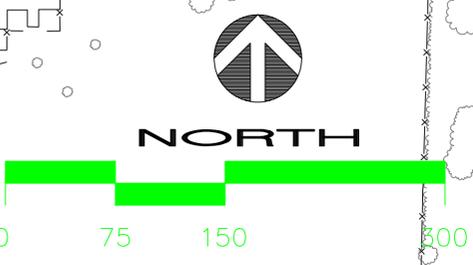
NORTH
0 75 150 300

SARATOGA HEIGHTS VICTORY PARK ROCKHILL TERRACE ORIOLE HOUSING

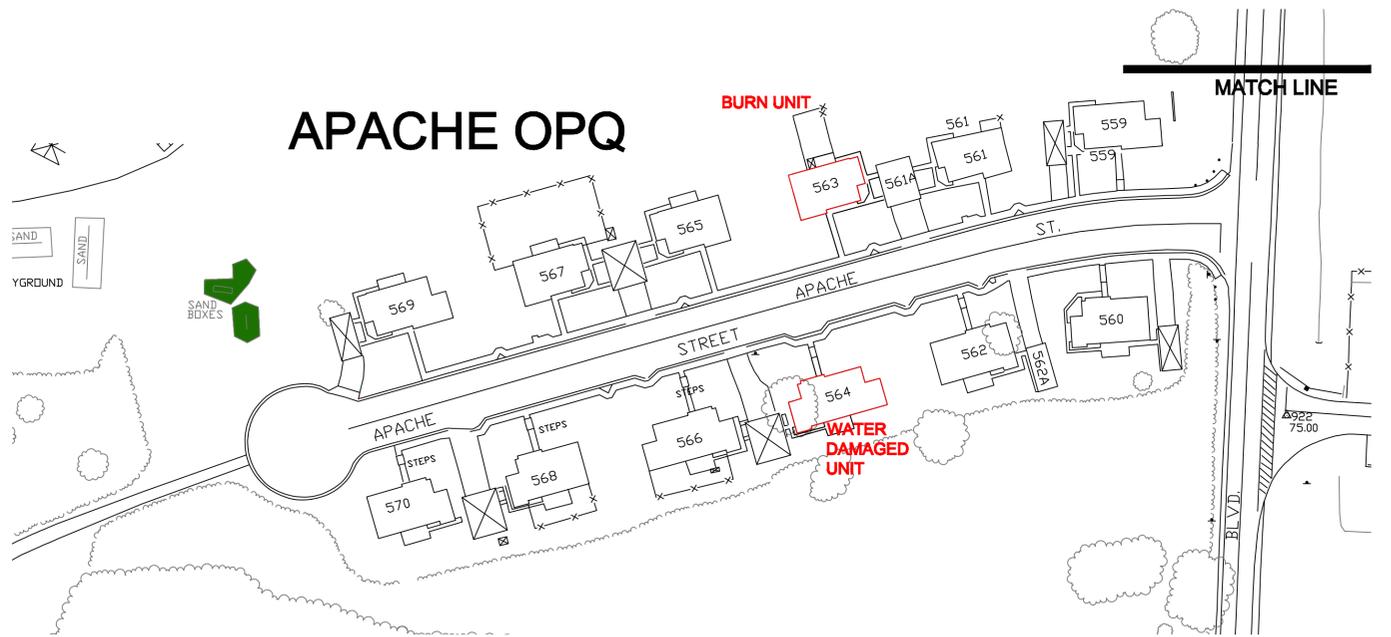
WHIDBEY APARTMENTS



BURN UNIT



APACHE OPQ



BURN UNIT

WATER DAMAGED UNIT

AULT FIELD HOUSING

Exhibit B

Cost of providing animal control services
And an animal holding facility

Service Description	Y1 City Cost	Y1 FCE Calls %	Y1 FCE Cost
Animal Control Budget	\$ 183,397.00	10.94%	\$ 20,063.63
WAIF Budget	\$ 100,000.00	10.94%	\$ 10,940.00
Holding facility expense	\$ 30,000.00	10.94%	\$ 3,282.00
Annual Taxes	\$ 2,421.00	10.94%	\$ 264.86
Average Utility Cost	\$ 1,683.96	10.94%	\$ 184.23
		TOTAL	\$ 34,734.71

Exhibit C

Detail of Calls between
January 1, 2013 and August 7, 2013

Detail of Calls between January 1, 2013 and August 7, 2013 is provided on the attached Animal Control Calls for Services list provided by the City of Oak Harbor Police Department on August 12, 2013.

ANIMAL CONTROL CALLS FOR SERVICE

Jan 1, 2013 - August 7, 2013

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
<u>NPAT</u>		
13-001542	2/16/2013 2:48:32AM	2800 TORPEDO RD
13-000087	1/3/2013 6:23:10AM	FORRESTAL AVE & CHARLES PORTER AVE
13-007684	7/25/2013 12:17:36PM	850 PROWLER ST
13-005956	6/14/2013 10:05:08AM	3230 SARATOGA ST
13-003250	4/5/2013 12:41:10PM	1255 SW HELLER ST
13-004226	4/30/2013 1:01:51PM	914 LARKSPUR CIR; D
13-007080	7/10/2013 2:17:27PM	SR 20 & HOFFMAN RD
13-008012	8/2/2013 9:54:38AM	1255 SW HELLER ST
<u>OHP1</u>		
13-001411	2/12/2013 3:23:46PM	SW KALEETON LOOP & SW BARRINGTON DR
13-004552	5/8/2013 8:18:04AM	SW FAIRHAVEN DR & SW CASTILIAN DR
13-007024	7/9/2013 9:43:34AM	1195 SW KALEETON LOOP; 1
13-003601	4/13/2013 6:58:47PM	746 SW 10TH CT
13-007192	7/13/2013 8:31:56AM	760 SW 12TH CT
13-004254	5/1/2013 10:02:46AM	1384 SW KALAMA LOOP
13-005546	5/31/2013 4:06:00PM	1250 SW HELLER ST
13-005301	5/29/2013 8:48:22AM	1026 SW BARRINGTON DR
13-004751	5/14/2013 9:16:13AM	922 SW BARRINGTON DR
13-006394	6/25/2013 2:30:02PM	1026 SW BARRINGTON DR
13-003008	3/29/2013 12:27:24PM	741 SW CASTILIAN DR
13-005325	5/29/2013 3:40:40PM	741 SW CASTILIAN DR
13-003770	4/18/2013 10:55:03AM	746 SW 10TH CT
13-000950	1/29/2013 12:16:52PM	1074 SW CASTILIAN DR
13-003657	4/15/2013 3:00:14PM	746 SW 10TH CT
13-003251	4/5/2013 1:08:42PM	SW BARRINGTON DR & SW MCCROHAN ST
13-000120	1/4/2013 8:14:10AM	866 SW CASTILIAN DR
<u>OHP10</u>		
13-006965	7/7/2013 6:18:37PM	1880 NE 9TH AVE
13-007740	7/26/2013 8:46:23PM	1074 NE OLEARY ST
13-006974	7/7/2013 9:20:54PM	1720 NE 10TH AVE
13-005199	5/26/2013 2:43:11PM	952 NE NETLAM LN
13-004598	5/9/2013 12:55:03PM	1441 NE 6TH AVE
13-001861	2/25/2013 5:37:40PM	1861 NE 9TH AVE

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-006771	7/3/2013 9:42:19PM	1641 NE 6TH AVE
13-001434	2/13/2013 8:14:06AM	1844 NE 5TH AVE
13-004583	5/8/2013 6:33:45PM	NE 9TH AVE & NE OLEARY ST
13-001455	2/13/2013 4:34:54PM	1550 NE 9TH AVE
13-004875	5/16/2013 8:11:58PM	836 NE MIDWAY BLVD; US BANK
13-004624	5/10/2013 7:41:15AM	1546 NE 5TH AVE
13-004702	5/12/2013 6:57:16PM	1371 NE 6TH AVE
13-003741	4/17/2013 2:52:35PM	1955 NE 8TH AVE
13-003398	4/9/2013 12:06:57PM	1977 NE 8TH AVE
13-007095	7/10/2013 6:40:11PM	1444 NE 6TH AVE
13-000544	1/16/2013 3:44:19PM	1369 NE 6TH AVE
13-002967	3/28/2013 3:06:25PM	1391 NE 8TH AVE
13-003262	4/5/2013 3:52:31PM	NE REGATTA DR & NE 8TH AVE
13-007860	7/29/2013 5:30:04PM	1641 NE 8TH AVE
13-007849	7/29/2013 1:29:11PM	1441 NE 6TH AVE
13-006823	7/4/2013 10:15:38PM	1660 NE 11TH AVE
13-005829	6/10/2013 8:23:11PM	1550 NE 9TH AVE
13-007563	7/22/2013 1:50:04PM	NE 9TH AVE & NE RONHAAR ST
13-000895	1/27/2013 8:28:27AM	1682 NE 9TH AVE
13-000481	1/14/2013 2:52:47PM	NE 5TH AVE & NE RONHAAR ST
13-006556	6/28/2013 10:51:47PM	1391 NE 8TH AVE
13-007982	8/1/2013 6:16:17PM	1474 NE 7TH PL
13-007615	7/23/2013 4:51:36PM	NE OLEARY ST & NE 6TH AVE
13-003919	4/22/2013 11:24:19PM	841 NE MIDWAY BLVD; MCDONALDS
13-006649	7/1/2013 10:31:09AM	770 NE MIDWAY BLVD; CHICAGO TITLE CO
13-006150	6/19/2013 3:00:55PM	1880 NE 9TH AVE
13-007627	7/23/2013 9:58:51PM	1384 NE 6TH AVE
13-004506	5/6/2013 6:59:01PM	1762 NE 6TH AVE
13-005221	5/27/2013 12:38:09AM	1371 NE 7TH PL
13-002113	3/5/2013 4:19:37PM	1462 NE 5TH AVE
13-007223	7/13/2013 9:33:19PM	1391 NE 8TH AVE
13-005638	6/5/2013 9:29:15PM	NE REGATTA DR & W CRESCENT HARBOR RD
13-006663	7/1/2013 4:26:12PM	NE MIDWAY BLVD & NE 8TH AVE
13-008145	8/5/2013 10:20:40AM	1542 NE 6TH AVE
13-005651	6/6/2013 11:47:18AM	NE REGATTA DR & NE 8TH AVE

OHP11

13-005654	6/6/2013 12:56:26PM	SR 20 & NE 16TH AVE
13-005657	6/6/2013 1:12:06PM	1811 NE 16TH AVE; WALLIN FUNERAL HOME
13-004318	5/2/2013 3:56:15PM	33285 SR 20; BEST FRIENDS VET CLINIC
13-000103	1/3/2013 3:43:58PM	2780 NE GOLDIE ST
13-000094	1/3/2013 2:05:04PM	2780 NE GOLDIE ST; TAZ'S AUTO
13-000062	1/2/2013 2:24:00PM	33285 SR 20; BEST FRIENDS

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-O00054	1/2/2013 10:52:43AM	2151 NE GOLDIE ST; H4
13-O00048	1/2/2013 6:00:31AM	33175 SR 20; BEST WESTERN
13-O05555	6/4/2013 11:41:41AM	1188 NE RIKSEN WAY
13-O05243	5/27/2013 7:14:07PM	NE HALYARD LN; DOG PARK
13-O06898	7/5/2013 10:40:13PM	33285 SR 20; BEST FRIENDS VET CENTER
13-O05502	6/3/2013 10:30:21AM	1811 NE 16TH AVE; WALLIN FUNERAL HOME
13-O07837	7/29/2013 9:05:52AM	33285 SR 20; BEST FRIENDS VETERINARY
13-O05290	5/28/2013 6:47:35PM	NE GOLDIE ST; HEADING TOWARDS BASE
13-O05722	6/7/2013 9:17:19PM	1944 NE SUMNER DR
13-O05730	6/8/2013 8:18:30AM	1944 NE SUMNER DR
13-O04258	5/1/2013 11:22:18AM	1350 NE 16TH AVE
13-O03890	4/22/2013 10:50:12AM	1273 NE TAFTSON ST
13-O04413	5/4/2013 8:39:57PM	1677 NE SUMNER DR
13-O08172	8/5/2013 7:46:55PM	1166 NE TAFTSON ST
13-O06134	6/19/2013 9:47:03AM	NE REGATTA DR & SR 20
13-O06308	6/23/2013 3:13:44PM	1751 NE GOLDIE ST; MAIN ST COLLISION
13-O03800	4/19/2013 8:50:10AM	1055 NE TAFTSON ST
13-O06064	6/17/2013 12:59:47PM	1661 NE 16TH AVE; D101
13-O06055	6/17/2013 7:37:36AM	1451 NE 16TH AVE
13-O07113	7/11/2013 9:33:18AM	1451 NE 16TH AVE
13-O02879	3/26/2013 12:39:38PM	34100 SR 20; MARINER SELF STORAGE
13-O00511	1/15/2013 3:13:33PM	1267 NE SEALTH PL
13-O01769	2/22/2013 5:19:01PM	2320 NE GOLDIE ST
13-O03707	4/16/2013 4:16:52PM	1189 NE RIKSEN WAY
13-O01154	2/4/2013 4:36:43PM	33575 SR 20; AULD HOLLAND INN
13-O01144	2/4/2013 11:30:46AM	33175 SR 20; BEST WESTERN
13-O05953	6/14/2013 8:40:42AM	33020 SR 20
13-O05944	6/13/2013 10:15:32PM	1343 NE OLEARY ST
13-O02724	3/22/2013 12:16:53PM	33221 SR 20; CANDLEWOOD SUITES
13-O03457	4/10/2013 4:28:26PM	2151 NE GOLDIE ST; TAZ'S AUTO SERVICE
13-O02738	3/22/2013 5:54:51PM	33185 SR 20; CHINA CITY
13-O01084	2/2/2013 2:05:54PM	33285 SR 20; BEST FRIENDS
13-O06332	6/24/2013 9:46:17AM	1234 NE OLEARY ST
13-O01055	2/1/2013 1:20:56PM	1390 NE GOLDIE ST; H2
13-O05795	6/10/2013 9:37:19AM	TORPEDO RD; BETWEEN PIONEER & CRESCENT HARBOR
13-O07361	7/17/2013 12:43:20PM	33285 SR 20; BEST FRIENDS
13-O01053	2/1/2013 12:43:09PM	1249 NE TAFTSON ST
13-O05792	6/10/2013 9:00:51AM	1944 NE SUMNER DR
13-O06344	6/24/2013 2:39:58PM	1651 NE 16TH AVE; 102
<u>OHP12</u>		
13-O03873	4/21/2013 5:10:54PM	191 NE ERNST ST; B106
13-O05343	5/30/2013 9:03:33AM	250 NE HARVEST DR

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-O05876	6/11/2013 10:39:22PM	390 E WHIDBEY AVE
13-O03889	4/22/2013 9:38:41AM	300 E WHIDBEY AVE; E4
13-O03801	4/19/2013 9:24:08AM	300 E WHIDBEY AVE; E4
13-O02433	3/15/2013 2:21:04AM	E WHIDBEY AVE & NE BARRON DR
13-O05346	5/30/2013 11:34:22AM	225 NE ERNST ST; 56
13-O04351	5/3/2013 1:24:24PM	32885 SR 20; NAVY FEDERAL
13-O01909	2/27/2013 11:06:09AM	225 NE ERNST ST
13-O01749	2/22/2013 10:00:49AM	225 NE HARVEST DR
13-O01713	2/21/2013 11:28:58AM	1320 N OAK HARBOR ST; 74
13-O07659	7/24/2013 8:16:23PM	240 E WHIDBEY AVE; C2
13-O07672	7/24/2013 8:24:28PM	240 E WHIDBEY AVE; C2
13-O04757	5/14/2013 10:35:21AM	300 NE 7TH AVE
13-O05082	5/23/2013 8:45:15AM	1317 NE BIG BERRY LOOP
13-O00678	1/21/2013 11:27:58AM	820 N OAK HARBOR ST
13-O05073	5/22/2013 8:53:18PM	950 N OAK HARBOR ST; D
13-O04769	5/14/2013 2:18:00PM	1320 N OAK HARBOR ST; 110
13-O04899	5/17/2013 6:46:08PM	820 N OAK HARBOR ST; 6
13-O04871	5/16/2013 5:40:57PM	NE 7TH AVE & NE ELLIS WAY
13-O06198	6/20/2013 9:04:40PM	250 NE HARVEST DR
13-O05608	6/5/2013 12:16:19PM	950 N OAK HARBOR ST
13-O06234	6/21/2013 8:32:49PM	NE 7TH AVE & NE HARVEST DR
13-O05511	6/3/2013 12:44:03PM	950 N OAK HARBOR ST; B201
13-O07984	8/1/2013 6:57:57PM	1324 NE BIG BERRY LOOP
13-O05510	6/3/2013 12:27:07PM	1021 NE BIG BERRY LOOP
13-O06117	6/18/2013 4:03:33PM	116 NE BARRON DR; OAK BAY APTS
13-O03648	4/15/2013 1:03:07PM	NE 7TH AVE & NE HARVEST DR
13-O06071	6/17/2013 3:52:17PM	116 NE BARRON DR; B203
13-O06329	6/24/2013 8:05:04AM	NE FABER ST & NE HARVEST DR
13-O05560	6/4/2013 12:50:29PM	225 NE ERNST ST; 115
13-O05565	6/4/2013 2:02:46PM	950 N OAK HARBOR ST; B201
13-O03956	4/23/2013 10:46:29PM	32295 SR 20; ACROSS FROM FLYERS
13-O05803	6/10/2013 12:19:01PM	32780 SR 20; TACO BELL
13-O05575	6/4/2013 4:50:00PM	950 N OAK HARBOR ST; B104
13-O01451	2/13/2013 2:52:54PM	1320 N OAK HARBOR ST; 90
13-O06740	7/3/2013 1:43:07PM	950 N OAK HARBOR ST; HARBOR RIDGE
13-O00536	1/16/2013 12:31:05PM	1320 N OAK HARBOR ST
13-O05749	6/8/2013 10:31:28PM	760 NE 7TH AVE; W1 QUARTERS
13-O06331	6/24/2013 8:32:14AM	1281 NE GOLDIE ST
13-O04319	5/2/2013 4:04:19PM	150 NE 7TH AVE; 2

OHP13

13-O06035	6/16/2013 2:35:23PM	826 NW HASLO PL
13-O03716	4/16/2013 8:39:39PM	300 NW 11TH CT

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-007110	7/10/2013 5:29:34PM	884 NW FRIGATE ST
13-001611	2/18/2013 5:14:18PM	1225 N OAK HARBOR ST
13-003714	4/16/2013 6:15:18PM	NW CLIPPER DR & NW ANCHOR DR
13-004655	5/11/2013 2:43:41AM	700 NW CROSBY AVE; 173
13-003706	4/16/2013 3:33:37PM	700 NW CROSBY AVE; 184
13-003699	4/16/2013 11:31:42AM	700 NW CROSBY AVE; 195
13-003661	4/15/2013 4:41:11PM	130 NW CLIPPER DR
13-004716	5/13/2013 11:10:01AM	565 NW DORY DR
13-004723	5/13/2013 12:14:05PM	700 NW CROSBY AVE; 173
13-001104	2/3/2013 8:45:01AM	848 NW HIYU DR
13-005819	6/10/2013 4:25:53PM	875 NW FRIGATE ST
13-003543	4/12/2013 4:55:39PM	942 NW HIYU DR
13-007023	7/9/2013 9:36:26AM	940 NW ILLAHEE DR
13-007020	7/9/2013 6:25:05AM	NW CROSBY AVE & N OAK HARBOR ST
13-007735	7/26/2013 5:12:02PM	31 NW CROSBY AVE; 104
13-003917	4/22/2013 9:17:57PM	1012 NW CATHLAMET DR
13-003007	3/29/2013 9:56:19AM	700 NW CROSBY AVE; 184
13-006333	6/24/2013 10:02:44AM	700 NW CROSBY AVE; 28
13-002951	3/28/2013 10:01:47AM	1454 NW ALMOND LOOP
13-007360	7/17/2013 12:29:04PM	870 NW FRIGATE ST
13-008202	8/6/2013 3:27:33PM	448 NW CLIPPER DR
13-007334	7/16/2013 7:36:38PM	1459 NW ELWHA ST; 3
13-000524	1/16/2013 7:13:44AM	1298 NW ELWHA ST; 2
13-003275	4/5/2013 8:12:12PM	NW CROSBY AVE & N OAK HARBOR ST
13-000521	1/16/2013 12:06:44AM	300 NW 11TH CT
13-000513	1/15/2013 4:12:27PM	1459 NW ELWHA ST
13-006298	6/23/2013 9:14:24AM	890 NW HYAK DR
13-002533	3/17/2013 5:09:27PM	1498 NW FALLS CREEK LOOP; 2
13-002507	3/17/2013 12:53:48AM	1497 NW FALLS CREEK LOOP; ACROSS FROM
13-006599	6/29/2013 10:43:40PM	700 NW CROSBY AVE; 28
13-006632	6/30/2013 10:22:06PM	700 NW CROSBY AVE; 28
13-007256	7/15/2013 7:04:21AM	NW CROSBY AVE & N OAK HARBOR ST
13-002307	3/11/2013 4:03:17PM	552 NW CLIPPER DR
13-007245	7/14/2013 5:28:59PM	490 NW CROSBY AVE; LIVING WORD CHURCH
13-002163	3/7/2013 3:54:21PM	884 NW FRIGATE ST
13-007238	7/14/2013 8:51:47AM	687 NW HYAK DR
13-001414	2/12/2013 4:10:17PM	1670 NW ALMOND LOOP
13-001405	2/12/2013 2:15:39PM	940 NW ILLAHEE DR
13-005112	5/24/2013 9:33:06AM	NW CHERRY HILL LOOP & NW ALMOND LOOP
13-005614	6/5/2013 2:30:02PM	700 NW CROSBY AVE; 77
13-005196	5/26/2013 1:04:55PM	1225 N OAK HARBOR ST; L3
13-007783	7/27/2013 8:01:43PM	687 NW HYAK DR
13-005599	6/5/2013 7:59:09AM	NW CROSBY AVE & NW ILLAHEE DR
13-000105	1/3/2013 4:36:57PM	1417 NW ELWHA ST

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-O05201	5/26/2013 3:53:50PM	700 NW CROSBY AVE; 138
13-O05596	6/5/2013 6:36:01AM	NW ELWHA ST & NW HYAK DR
13-O06940	7/6/2013 10:47:17PM	NW CROSBY AVE & NW ELWHA ST
13-O06787	7/4/2013 8:56:27AM	120 NW 12TH CT
13-O04180	4/29/2013 1:16:29PM	1370 NW FALLS CREEK LOOP; 102
13-O06554	6/28/2013 10:32:03PM	700 NW CROSBY AVE; 28
13-O05515	6/3/2013 1:24:14PM	1328 NW FALLS CREEK LOOP; 101; X FROM
13-O05892	6/12/2013 10:50:44AM	935 NW ANCHOR DR
13-O05897	6/12/2013 12:33:33PM	NW CROSBY AVE & N OAK HARBOR ST
13-O07919	7/30/2013 11:13:27PM	NW CROSBY AVE & N OAK HARBOR ST
13-O07906	7/30/2013 4:55:16PM	700 NW CROSBY AVE; 62; PARKWOOD MANOR
13-O05839	6/11/2013 8:30:11AM	1012 NW CATHLAMET DR
13-O05846	6/11/2013 11:19:33AM	826 NW FRIGATE ST
13-O07892	7/30/2013 1:15:45PM	700 NW CROSBY AVE; 28
13-O07879	7/30/2013 8:49:39AM	979 NW FRIGATE ST
13-O05666	6/6/2013 3:54:17PM	700 NW CROSBY AVE; 165
13-O06801	7/4/2013 3:11:28PM	869 NW HIYU DR
13-O03974	4/24/2013 11:52:38AM	700 NW CROSBY AVE; 86
13-O05079	5/23/2013 7:46:59AM	1225 N OAK HARBOR ST; FOXWOOD DEV

OHP14

13-O06091	6/18/2013 9:30:55AM	300 N OAK HARBOR ST; A101
13-O06909	7/6/2013 7:35:08AM	253 NW CALISTA CT
13-O06113	6/18/2013 3:05:10PM	300 N OAK HARBOR ST; A101
13-O04977	5/20/2013 9:32:30AM	300 N OAK HARBOR ST
13-O04773	5/14/2013 3:35:44PM	545 NW ENSIGN DR
13-O05398	5/31/2013 2:26:52PM	613 NW COLUMBIA DR
13-O07819	7/28/2013 7:15:57PM	75 W WHIDBEY AVE; C101
13-O06573	6/29/2013 12:05:51PM	SW 1ST AVE & SW DISCOVERY ST
13-O05498	6/3/2013 10:00:11AM	599 NW COLUMBIA DR
13-O07806	7/28/2013 3:13:30PM	585 NW 3RD AVE
13-O06060	6/17/2013 11:39:35AM	547 NW 2ND AVE
13-O02363	3/13/2013 12:34:19PM	NW COLUMBIA DR & NW 7TH AVE
13-O06026	6/16/2013 11:16:06AM	613 NW COLUMBIA DR
13-O00495	1/15/2013 7:47:39AM	161 W WHIDBEY AVE; WHIDBEY COTTAGES
13-O05064	5/22/2013 4:55:09PM	NW 1ST AVE & NW FAIRHAVEN DR
13-O04228	4/30/2013 3:14:03PM	NW 1ST AVE & NW FAIRHAVEN DR
13-O08197	8/6/2013 1:38:39PM	300 N OAK HARBOR ST; A101
13-O07623	7/23/2013 8:43:43PM	205 NW CALISTA CT
13-O04715	5/13/2013 10:38:37AM	619 NW ENSIGN DR
13-O07775	7/27/2013 3:40:59PM	NW 7TH CT & NW CATHLAMET DR
13-O07355	7/17/2013 11:42:52AM	411 NW 3RD AVE
13-O03434	4/10/2013 9:22:47AM	NW COLUMBIA DR & NW ENSIGN DR

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-005385	5/31/2013 8:50:40AM	N OAK HARBOR ST & NE 7TH AVE
13-004697	5/12/2013 3:23:57PM	697 NW ATALANTA WAY; 202 BEHIND
13-005611	6/5/2013 1:57:23PM	486 NW 1ST AVE
13-005081	5/23/2013 8:40:22AM	613 NW COLUMBIA DR
13-002745	3/22/2013 8:07:08PM	460 N OAK HARBOR ST
13-003325	4/7/2013 2:54:25PM	NW COLUMBIA DR & NW 7TH AVE; SB

OHP15

13-000856	1/25/2013 4:28:42PM	SW LESCHI DR & SW 2ND AVE
13-004329	5/2/2013 11:11:17PM	770 SW HARRIER CIR; 2
13-002366	3/13/2013 2:18:47PM	W WHIDBEY AVE & NW JIB ST
13-002867	3/26/2013 8:12:00AM	800 SW HARRIER CIR; 3
13-000725	1/22/2013 2:29:01PM	1129 SW LOPEZ DR
13-000932	1/28/2013 5:42:53PM	1124 SW 4TH AVE
13-002472	3/16/2013 10:11:35AM	1129 SW LOPEZ DR
13-007264	7/15/2013 10:13:55AM	1194 SW LESCHI DR
13-005043	5/22/2013 12:55:45PM	SW 6TH AVE & SW HELLER ST
13-002523	3/17/2013 10:11:33AM	1129 SW LOPEZ DR
13-002576	3/18/2013 6:01:48PM	1050 SW HARRIER CIR; B2
13-005492	6/2/2013 8:10:08PM	1085 SW 4TH AVE
13-002609	3/19/2013 12:51:43PM	W WHIDBEY AVE & NW JIB ST
13-007279	7/15/2013 4:11:39PM	652 W WHIDBEY AVE
13-007309	7/16/2013 11:32:14AM	246 SW JUDSON DR
13-005053	5/22/2013 3:27:06PM	527 SW JUDSON DR
13-002847	3/25/2013 7:39:31PM	800 SW HARRIER CIR; 3
13-005059	5/22/2013 4:37:20PM	527 SW JUDSON DR
13-000626	1/19/2013 11:46:13AM	633 SW JUDSON DR
13-008062	8/3/2013 9:33:44AM	455 SW KIRK LN
13-005120	5/24/2013 12:09:25PM	1050 SW HARRIER CIR; A3
13-007438	7/19/2013 9:32:00AM	SW 6TH AVE & SW HELLER ST
13-000196	1/6/2013 12:05:06PM	235 SW JUDSON DR
13-005126	5/24/2013 1:26:33PM	770 SW HARRIER CIR; 2
13-004762	5/14/2013 12:07:44PM	224 SW LANSDALE ST
13-003028	3/29/2013 8:41:58PM	1201 SW HARRIER CIR
13-000156	1/5/2013 12:25:29AM	850 SW 6TH AVE; 2
13-005809	6/10/2013 1:10:59PM	1050 SW HARRIER CIR; A3
13-004593	5/9/2013 9:58:54AM	1146 SW 4TH AVE
13-001556	2/16/2013 1:11:08PM	SW MUZZALL ST & SW 4TH AVE
13-003985	4/24/2013 3:37:48PM	835 SW HARRIER CIR
13-004591	5/9/2013 8:12:54AM	835 SW HARRIER CIR
13-000704	1/21/2013 7:55:57PM	766 SW 2ND AVE
13-003200	4/3/2013 5:30:20PM	473 SW FAIRHAVEN DR; BROADVIEW ELEMENTARY SC
13-002961	3/28/2013 2:15:09PM	633 SW JUDSON DR

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-008110	8/4/2013 10:57:17AM	SW HARRIER CIR; 675
13-002963	3/28/2013 2:42:08PM	1163 SW 2ND AVE
13-001900	2/27/2013 1:02:56AM	770 SW HARRIER CIR; 2
13-000723	1/22/2013 2:22:15PM	SW 4TH AVE & SW LANSDALE ST
13-007617	7/23/2013 5:17:23PM	751 SW 6TH AVE; 2
13-000803	1/24/2013 1:02:23PM	997 SW HARRIER CIR
13-004471	5/6/2013 7:24:48AM	401 SW KIRK LN
13-007633	7/24/2013 7:55:24AM	783 SW 6TH AVE; 1
13-001670	2/20/2013 9:01:05AM	473 SW FAIRHAVEN DR; BROADVIEW ELEMENTAR

OHP16

13-005443	6/1/2013 3:11:17PM	NW 8TH AVE & NW PROW ST
13-006352	6/24/2013 4:24:32PM	1621 NW 2ND AVE
13-005441	6/1/2013 3:00:33PM	1471 NW 6TH AVE
13-007338	7/16/2013 9:33:29PM	627 NW OXFORD PL
13-003182	4/3/2013 9:46:44AM	748 SW OTTERCREST ST
13-005472	6/2/2013 1:03:50PM	989 SW SILVERBERRY ST
13-006798	7/4/2013 2:27:56PM	1919 NW UPSALA DR
13-006205	6/21/2013 9:42:58AM	NW SCENIC VISTA ST & NW UPSALA DR
13-004323	5/2/2013 7:03:03PM	2176 SW SUNNYSIDE AVE
13-005525	6/3/2013 5:29:51PM	NW HELLER ST & NW 7TH PL
13-006179	6/20/2013 11:33:46AM	777 NW SCENIC VISTA ST
13-004414	5/4/2013 9:27:21PM	NW QUEST ST & NW 2ND AVE
13-006149	6/19/2013 2:58:31PM	1090 SW THORNBERRY DR
13-004432	5/5/2013 9:39:50AM	1515 SW 7TH AVE
13-005783	6/9/2013 11:46:19PM	1556 SW ROBERTSON DR
13-007128	7/11/2013 4:31:46PM	627 NW OXFORD PL
13-007121	7/11/2013 12:59:40PM	627 NW OXFORD PL
13-004783	5/14/2013 6:38:47PM	NW HELLER ST & NW CROSBY AVE
13-006065	6/17/2013 1:20:23PM	2070 NW UPSALA DR
13-004592	5/9/2013 8:50:41AM	2034 NW UPSALA DR
13-006017	6/15/2013 11:17:59PM	1556 SW ROBERTSON DR
13-004650	5/10/2013 9:52:44PM	1776 NW 2ND AVE
13-006715	7/2/2013 10:04:32PM	750 NW RIGGING ST; 201
13-005121	5/24/2013 12:08:52PM	748 SW OTTERCREST ST
13-007799	7/28/2013 8:08:04AM	568 SW QUILCENE LN
13-002759	3/23/2013 8:32:27AM	NW HELLER ST & NW 5TH AVE
13-000193	1/6/2013 7:34:45AM	SW HELLER ST & W WHIDBEY AVE
13-007765	7/27/2013 12:32:04PM	1471 NW 6TH AVE
13-008147	8/5/2013 11:04:28AM	1599 NW 2ND AVE
13-007564	7/22/2013 3:17:24PM	979 SW UPLAND CT
13-002471	3/16/2013 9:57:21AM	85 NW ROEDER DR
13-000867	1/25/2013 8:24:37PM	NW HELLER ST & NW 5TH AVE

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-O08085	8/3/2013 9:00:30PM	2080 SW PUTNAM DR
13-O08073	8/3/2013 2:41:48PM	1595 SW PERIWINKLE LN
13-O02239	3/9/2013 2:03:24PM	SW SILVERBERRY ST
13-O07694	7/25/2013 2:39:50PM	2095 NW 9TH AVE
13-O02192	3/8/2013 10:46:10AM	756 SW OTTERCREST ST
13-O07689	7/25/2013 1:46:38PM	SW HELLER ST & SW 2ND WAY
13-O03390	4/9/2013 10:43:14AM	1579 NW 9TH PL
13-O02052	3/3/2013 5:04:29PM	790 NW RIGGING ST; 102
13-O01252	2/7/2013 12:20:43PM	1500 NW 2ND AVE; HILLCREST ELEMENTARY
13-O08187	8/6/2013 8:27:16AM	SW HELLER ST & W WHIDBEY AVE
13-O01280	2/8/2013 1:47:01PM	2430 SW FAIRWAY LN; COUNTRY CLUB
13-O03618	4/14/2013 10:28:11AM	1651 SW 9TH AVE
13-O07651	7/24/2013 4:21:30PM	SW HELLER ST & SW 2ND WAY
13-O00506	1/15/2013 1:32:28PM	1770 NW OUTRIGGER LOOP
13-O00543	1/16/2013 3:25:29PM	2035 NW UPSALA DR
13-O00026	1/1/2013 11:46:17AM	1919 NW UPSALA DR
13-O06539	6/28/2013 6:09:56PM	NW HELLER ST & NW CROSBY AVE
13-O05712	6/7/2013 4:44:04PM	SW HELLER ST & W WHIDBEY AVE
13-O05731	6/8/2013 9:20:37AM	1500 NW 2ND AVE; HCE
13-O04035	4/25/2013 3:56:59PM	1520 SW 9TH AVE
13-O04022	4/25/2013 12:17:13PM	1533 NW 5TH AVE
13-O04203	4/29/2013 7:58:29PM	2131 SW SUNNYSIDE AVE

OHP2

13-O04720	5/13/2013 11:37:59AM	1871 SW WATERSIDE CT
13-O00577	1/17/2013 4:07:08PM	SW FREUND ST & SW CAPITAL DR
13-O04748	5/14/2013 8:46:15AM	SR 20 & SW SCENIC HEIGHTS ST; ITA
13-O05494	6/3/2013 6:45:26AM	2017 SW ROSARIO PL
13-O07692	7/25/2013 2:28:12PM	2770 SW FAIRWAY POINT DR
13-O00320	1/10/2013 11:03:18AM	SW ROCK ROSE DR & SW UNION ST
13-O01152	2/4/2013 2:50:03PM	2520 SW PETES LN
13-O01217	2/6/2013 2:23:32PM	1191 RIDGEWAY DR
13-O01251	2/7/2013 12:10:20PM	1760 SW NIENHUIS ST
13-O04631	5/10/2013 11:22:58AM	1958 SW ROCK ROSE DR
13-O05514	6/3/2013 1:12:55PM	890 SW KIMBALL DR; OFFICE; INFRONT OF
13-O04813	5/15/2013 4:24:30PM	30901 SR 20; HARBORVIEW MHP
13-O04089	4/26/2013 7:53:36PM	2681 SW FAIRWAY POINT DR
13-O04862	5/16/2013 4:05:59PM	1668 SW 24TH AVE
13-O04595	5/9/2013 12:18:42PM	2541 SW PETES LN
13-O04594	5/9/2013 11:28:44AM	2845 SW BERWICK DR
13-O04884	5/17/2013 8:03:11AM	SW SCENIC HEIGHTS ST & SW PETES LN
13-O03907	4/22/2013 4:11:41PM	2075 SW FORT NUGENT AVE; FORT NUGENT PARK
13-O01564	2/16/2013 5:41:14PM	2430 SW NAVIGATOR LOOP

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-O00578	1/17/2013 4:26:09PM	1644 SW TAHOE ST
13-O00164	1/5/2013 6:15:47AM	1549 SW VICTORY ST
13-O05240	5/27/2013 5:15:15PM	2520 SW PETES LN
13-O00024	1/1/2013 11:14:53AM	SW FORT NUGENT AVE & SW SWANTOWN AVE
13-O00438	1/13/2013 6:21:00AM	SW 16TH AVE & SW VICTORY ST
13-O00664	1/20/2013 9:03:18PM	1549 SW VICTORY ST
13-O00746	1/23/2013 1:06:46AM	2058 SW ROCK ROSE DR
13-O05309	5/29/2013 12:01:00PM	2515 SW TALON LOOP
13-O05001	5/20/2013 9:31:16PM	SR 20 & SW SWANTOWN AVE
13-O00748	1/23/2013 4:21:02AM	2058 SW ROCK ROSE DR
13-O00439	1/13/2013 8:31:22AM	1624 SW VICTORY ST
13-O05387	5/31/2013 10:38:30AM	975 SW EAGLE VISTA AVE
13-O05687	6/7/2013 8:53:24AM	1567 SW VICTORY ST
13-O06639	7/1/2013 12:40:31AM	SW BERWICK DR & SW CARNEGIE ST
13-O07718	7/26/2013 9:24:22AM	1600 SW VICTORY ST
13-O06187	6/20/2013 1:39:19PM	SW PETES LN
13-O01008	1/31/2013 7:56:28AM	1823 SW UNION ST
13-O00452	1/13/2013 4:22:56PM	1624 SW VICTORY ST; 2ND HOUSE
13-O06726	7/3/2013 10:17:07AM	SR 20 & SW SCENIC HEIGHTS ST
13-O05418	5/31/2013 9:22:08PM	1675 SW NIENHUIS ST
13-O00456	1/13/2013 4:48:24PM	730 SW 19TH CT; C1
13-O01061	2/1/2013 3:41:46PM	1644 SW TAHOE ST
13-O07714	7/26/2013 8:55:22AM	1600 SW VICTORY ST
13-O01083	2/2/2013 2:05:06PM	2431 SW PETES LN
13-O03071	3/31/2013 10:37:21AM	SW FREUND ST & SW SCENIC HEIGHTS ST
13-O03155	4/2/2013 4:48:15PM	1640 SW MULBERRY PL; C104
13-O03043	3/30/2013 12:15:20PM	2541 SW PETES LN
13-O02947	3/28/2013 9:48:52AM	560 SW WATERLOO AVE
13-O07555	7/22/2013 10:45:52AM	1520 SW 17TH AVE
13-O07673	7/25/2013 9:34:54AM	2770 SW FAIRWAY POINT DR
13-O07332	7/16/2013 7:30:09PM	1644 SW TAHOE ST
13-O02656	3/20/2013 5:54:57PM	SW BALDA ST & SW WATERLOO AVE
13-O02582	3/18/2013 7:45:45PM	1761 SW TAHOE ST
13-O03877	4/21/2013 7:06:24PM	SR 20 & SW SWANTOWN AVE
13-O02455	3/15/2013 3:59:24PM	1670 SW VANGUARD ST
13-O02410	3/14/2013 2:34:53PM	1550 SW 16TH AVE
13-O01801	2/23/2013 4:38:01PM	2765 SW SCENIC HEIGHTS ST
13-O02308	3/11/2013 4:19:06PM	1711 SW 16TH AVE
13-O02290	3/11/2013 8:20:05AM	SR 20 & SW SWANTOWN AVE
13-O03343	4/8/2013 9:21:11AM	SW FREUND ST & SW SCENIC HEIGHTS ST
13-O04358	5/3/2013 3:44:48PM	SW 24TH AVE; RIDGEWAY
13-O02235	3/9/2013 1:25:04PM	2075 SW FORT NUGENT AVE; FT NUGENT PARK
13-O02164	3/7/2013 4:00:19PM	660 SW WATERLOO AVE
13-O01979	3/1/2013 12:59:44PM	2875 SW BERWICK DR

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-004502	5/6/2013 5:21:37PM	SW FORT NUGENT AVE & SW OLIVE ST
13-001650	2/19/2013 5:58:47PM	SW CAPITAL DR & SW TALON LOOP
13-003625	4/14/2013 4:03:38PM	SR 20 & SW SWANTOWN AVE
13-001914	2/27/2013 11:47:44AM	2230 SW FREUND ST
13-007649	7/24/2013 4:17:20PM	1648 SW VANGUARD ST
13-002882	3/26/2013 2:11:26PM	3060 SW SCENIC HEIGHTS ST

OHP3

13-002488	3/16/2013 3:59:07PM	550 SW 4TH AVE
13-005070	5/22/2013 6:32:57PM	225 SW 3RD AVE
13-003592	4/13/2013 3:57:41PM	SW ERIE ST & SW BARRINGTON DR
13-007164	7/12/2013 1:33:13PM	32165 SR 20; KMART
13-005110	5/24/2013 7:11:30AM	SW ERIE ST & SW BARRINGTON DR
13-002640	3/20/2013 11:24:39AM	188 SW 8TH AVE
13-000170	1/5/2013 12:35:45PM	442 SW 10TH AVE
13-000350	1/10/2013 6:54:12PM	550 SW 4TH AVE
13-005128	5/24/2013 2:13:47PM	550 SW 4TH AVE
13-005129	5/24/2013 2:42:32PM	150 SW 6TH AVE; OHMS
13-000135	1/4/2013 4:56:23PM	231 SW 8TH AVE
13-003280	4/5/2013 8:42:42PM	698 SW FRANKLIN CT
13-003156	4/2/2013 4:59:04PM	600 SW 4TH AVE
13-003270	4/5/2013 7:03:51PM	55 SW 6TH AVE; B5
13-003163	4/2/2013 7:03:41PM	SW 3RD AVE & SW FAIRHAVEN DR
13-005241	5/27/2013 6:08:17PM	SW 8TH AVE & SW ERIE ST
13-002811	3/24/2013 7:41:28PM	1100 SW BOWMER ST; PAPA MURPHYS
13-007836	7/29/2013 8:40:20AM	SW ERIE ST & SW 10TH AVE
13-005260	5/28/2013 9:36:34AM	20 SW 8TH AVE; KALLANDER DENTIST OFFICE
13-007845	7/29/2013 11:53:40AM	151 S OAK HARBOR ST; COMMODORE APT
13-005842	6/11/2013 10:56:05AM	416 S OAK HARBOR ST
13-005382	5/31/2013 8:15:53AM	150 SW 6TH AVE; OHMS
13-003248	4/5/2013 12:23:39PM	SW FLEET ST & SW BARRINGTON DR
13-004561	5/8/2013 11:22:32AM	691 SW BARRINGTON DR
13-006382	6/25/2013 11:22:32AM	1075 SW ERIE ST
13-000885	1/26/2013 5:32:28PM	255 SW 8TH AVE
13-000923	1/28/2013 10:47:03AM	335 SW 6TH AVE
13-004193	4/29/2013 5:47:58PM	32165 SR 20; KMART
13-008185	8/6/2013 7:05:38AM	780 SW ECHO LOOP
13-004642	5/10/2013 4:52:56PM	931 SW FLEET ST
13-007025	7/9/2013 10:03:37AM	50 SW 8TH AVE
13-003587	4/13/2013 1:17:32PM	550 SW 4TH AVE
13-004633	5/10/2013 12:25:44PM	931 SW FLEET ST
13-001114	2/3/2013 1:20:29PM	550 SW 4TH AVE
13-007261	7/15/2013 9:02:04AM	SW 6TH AVE & SW ERIE ST

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-004205	4/29/2013 8:13:03PM	SW ECHO LOOP & SW ERIE ST

OHP4

13-001085	2/2/2013 3:08:28PM	710 NW HELLER ST
13-004749	5/14/2013 7:27:24AM	550 NW LATEEN ST
13-000424	1/12/2013 7:49:10PM	588 NW FAIRHAVEN DR
13-003180	4/3/2013 9:41:43AM	1 WILDCAT WAY; OHHS
13-003660	4/15/2013 3:57:19PM	1151 NW KITSAP TER
13-005315	5/29/2013 1:00:27PM	NW REDWING DR & HELLER RD
13-001134	2/4/2013 9:47:36AM	710 NW HELLER ST
13-005348	5/30/2013 12:02:13PM	1 WILDCAT WAY; OHHS
13-007424	7/18/2013 8:14:29PM	410 NW FAIRHAVEN DR
13-007451	7/19/2013 1:16:55PM	410 NW FAIRHAVEN DR
13-003986	4/24/2013 3:48:52PM	420 NW FAIRHAVEN DR
13-004672	5/11/2013 3:00:27PM	281 NW FAIRHAVEN DR
13-004625	5/10/2013 7:51:18AM	520 NW LATEEN ST
13-006993	7/8/2013 11:46:21AM	1393 NW KATHLEEN DR
13-000632	1/19/2013 3:34:57PM	NW KEY ST & NW CROSBY AVE
13-004731	5/13/2013 3:12:01PM	281 NW FAIRHAVEN DR
13-004524	5/7/2013 10:02:19AM	1 WILDCAT WAY; OHHS
13-000941	1/29/2013 9:20:12AM	NW 2ND AVE & NW HELLER ST
13-003082	3/31/2013 4:06:23PM	125 NW FAIRHAVEN DR
13-002344	3/12/2013 5:44:31PM	1031 NW LONGVIEW DR
13-003787	4/18/2013 5:25:44PM	1 WILDCAT WAY
13-003074	3/31/2013 11:05:47AM	776 NW 1ST AVE

OHP41

13-006651	7/1/2013 11:45:11AM	1648 LARCH DR
13-008022	8/2/2013 1:48:36PM	1430 CENTRAL DR; BEHIND
13-008158	8/5/2013 1:29:30PM	WESTERN DR & HEMLOCK DR
13-007930	7/31/2013 11:35:59AM	1692 BEECH LN
13-005622	6/5/2013 4:03:02PM	1701 MAPLE LN
13-003123	4/1/2013 4:28:57PM	1415 CENTRAL DR
13-003973	4/24/2013 11:45:20AM	1663 LARCH DR
13-005661	6/6/2013 2:01:18PM	1314 WESTERN DR
13-003964	4/24/2013 8:52:59AM	1424 WESTERN DR
13-008164	8/5/2013 4:02:47PM	1562 ALDER LN
13-008018	8/2/2013 1:05:32PM	ELM LN & HICKORY LN
13-005647	6/5/2013 8:29:02PM	2032 HICKORY LN
13-003219	4/4/2013 9:47:18AM	2051 HICKORY LN
13-004486	5/6/2013 12:22:42PM	1561 HEMLOCK DR
13-004485	5/6/2013 12:14:21PM	LARCH DR & SPRUCE LN

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-O07067	7/10/2013 10:45:26AM	1605 LARCH DR
13-O06530	6/28/2013 3:07:07PM	1526 CENTRAL DR
13-O04361	5/3/2013 4:22:23PM	1905 SPRUCE LN
13-O05814	6/10/2013 2:38:06PM	1621 LARCH DR
13-O01050	2/1/2013 12:26:45PM	1641 LARCH DR
13-O04263	5/1/2013 1:52:07PM	1688 LARCH DR
13-O06093	6/18/2013 9:48:36AM	1700 MAPLE LN
13-O01926	2/27/2013 4:17:16PM	1364 WESTERN DR
13-O06985	7/8/2013 9:36:04AM	1451 CENTRAL DR
13-O00730	1/22/2013 3:39:47PM	EASTERN DR & SPRUCE LN
13-O00253	1/8/2013 9:59:54AM	1657 LARCH DR
13-O05804	6/10/2013 12:29:25PM	1625 LARCH DR
13-O01403	2/12/2013 12:49:55PM	1690 LARCH DR
13-O05137	5/24/2013 4:18:34PM	1903 SPRUCE LN
13-O00098	1/3/2013 2:58:13PM	1415 CENTRAL DR
13-O06133	6/19/2013 9:09:45AM	2048 HICKORY LN
13-O00797	1/24/2013 11:10:14AM	1610 LARCH DR
13-O02910	3/27/2013 1:02:33PM	1415 CENTRAL DR
13-O05327	5/29/2013 4:27:02PM	1383 WESTERN DR
13-O01393	2/12/2013 7:53:32AM	1704 MAPLE LN
13-O05275	5/28/2013 3:36:57PM	1340 WESTERN DR
13-O02921	3/27/2013 4:06:02PM	1415 CENTRAL DR
13-O05894	6/12/2013 11:27:11AM	CENTRAL DR & HEMLOCK DR
13-O06385	6/25/2013 11:55:26AM	1495 CENTRAL DR
13-O05317	5/29/2013 1:08:06PM	1390 WESTERN DR
13-O02945	3/28/2013 9:09:35AM	1403 WESTERN DR

OHP42

13-O06733	7/3/2013 11:58:07AM	2348 LARK ST; A
13-O08093	8/3/2013 11:59:56PM	2214 OSPREY ST; B
13-O00337	1/10/2013 4:57:36PM	2315 GOLDFINCH ST; A
13-O01954	2/28/2013 2:36:55PM	MEADOW DR & GUAM AVE
13-O01753	2/22/2013 11:32:45AM	WAKE AVE
13-O00589	1/18/2013 8:03:09AM	W CRESCENT HARBOR RD & TORPEDO RD
13-O01357	2/11/2013 9:54:42AM	MEADOW DR & ORIOLE ST
13-O04260	5/1/2013 11:56:19AM	EAGLE LOOP & RAVEN DR
13-O06395	6/25/2013 3:31:19PM	2130 EAGLE LOOP
13-O07277	7/15/2013 3:32:53PM	733 GEMSTONE DR; C
13-O07278	7/15/2013 4:02:08PM	2326 GOLDFINCH ST; B
13-O01047	2/1/2013 10:05:35AM	MEADOW DR & ORIOLE ST
13-O01018	1/31/2013 3:57:58PM	700 AGATE CT
13-O06207	6/21/2013 10:14:58AM	2300 GOLDFINCH ST; C
13-O05124	5/24/2013 12:35:07PM	2109 SWAN DR; C

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-O05204	5/26/2013 4:31:56PM	2109 SWAN DR; C
13-O02674	3/21/2013 9:24:24AM	2131 EAGLE LOOP
13-O05093	5/23/2013 2:16:19PM	2200 HERON DR; F
13-O06183	6/20/2013 12:47:12PM	MEADOW DR & ORIOLE ST
13-O04061	4/26/2013 9:03:54AM	2161 GROUSE LN; B
13-O04065	4/26/2013 10:53:53AM	2161 GROUSE LN; A
13-O04185	4/29/2013 4:01:30PM	2150 THRUSH LN

OHP43

13-O06428	6/26/2013 12:08:10PM	1152 RAINIER CIR
13-O06447	6/26/2013 6:12:56PM	120 TULAGI AVE; WAIF
13-O00592	1/18/2013 9:22:33AM	260 W PIONEER WAY; NAS BLDG 13
13-O00486	1/14/2013 3:49:38PM	2420 SANDPIPER CIR
13-O08149	8/5/2013 11:13:35AM	785 E CORAL SEA AVE
13-O06462	6/27/2013 9:26:16AM	1308 BAKER CT
13-O06646	7/1/2013 9:52:08AM	MOUNTAIN CIR
13-O06644	7/1/2013 9:05:54AM	1123 RAINIER CIR
13-O04268	5/1/2013 2:45:10PM	2090 W CORAL SEA DR; NAVY EXCHANGE
13-O04563	5/8/2013 11:37:05AM	120 TULAGI AVE; WAIF
13-O01687	2/20/2013 2:38:27PM	2420 SANDPIPER CIR
13-O01397	2/12/2013 10:26:14AM	513 ELK LN
13-O07680	7/25/2013 11:22:48AM	2110 W CORAL SEA DR; NAS EXCHANGE
13-O04628	5/10/2013 8:20:44AM	1041 MOUNTAIN CIR
13-O04636	5/10/2013 2:00:44PM	1229 CASCADE CIR
13-O01146	2/4/2013 12:33:11PM	2075 W CORAL SEA DR
13-O04767	5/14/2013 1:54:33PM	2428 SANDPIPER CIR
13-O04841	5/16/2013 10:48:26AM	1065 CRYSTAL DR
13-O04860	5/16/2013 2:49:42PM	1147 RAINIER CIR
13-O06994	7/8/2013 11:49:41AM	1172 CRATER LOOP; C
13-O00245	1/7/2013 4:16:53PM	1250 CASCADE CIR
13-O05690	6/7/2013 10:28:34AM	E CORAL SEA AVE & VISTA LOOP
13-O04836	5/16/2013 9:54:28AM	ADAMS CIR & OLYMPIC CT
13-O03524	4/12/2013 10:49:48AM	1039 MOUNTAIN CIR
13-O04729	5/13/2013 3:07:31PM	961 E CORAL SEA AVE
13-O06695	7/2/2013 1:18:58PM	1037 MOUNTAIN CIR
13-O05554	6/4/2013 11:32:51AM	1215 CASCADE CIR
13-O03483	4/11/2013 10:32:56AM	1039 MOUNTAIN CIR
13-O01876	2/26/2013 10:09:34AM	1208 CASCADE CIR

OHP5

13-O07393	7/18/2013 8:41:01AM	569 SE 6TH AVE
13-O07558	7/22/2013 11:40:54AM	860 SE BARRINGTON DR; OHPD

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-O07604	7/23/2013 2:57:26PM	669 SE ELY ST
13-O07454	7/19/2013 2:40:15PM	860 SE BARRINGTON DR; OHPD
13-O06691	7/2/2013 11:38:25AM	SE 8TH AVE & SE GLENCOE ST
13-O07247	7/14/2013 6:18:15PM	688 SE ELY ST
13-O07120	7/11/2013 12:50:18PM	611 SE FIDALGO AVE
13-O07216	7/13/2013 6:33:58PM	SE 6TH AVE & SE ELY ST
13-O08237	8/7/2013 10:59:36AM	860 SE BARRINGTON DR; OHPD
13-O06701	7/2/2013 4:26:46PM	865 SE BARRINGTON DR; CITY HALL
13-O06702	7/2/2013 4:56:57PM	860 SE BARRINGTON DR; OHPD
13-O08059	8/3/2013 8:15:45AM	460 SE BARRINGTON DR
13-O06513	6/28/2013 10:38:18AM	500 SE GLENCOE ST; CORRINE'S K9 PUPS
13-O07089	7/10/2013 4:57:51PM	860 SE BARRINGTON DR; OHPD
13-O07068	7/10/2013 11:10:53AM	SE 6TH AVE & SE ELY ST
13-O08045	8/2/2013 10:02:37PM	860 SE BARRINGTON DR; OHPD
13-O07988	8/1/2013 7:57:18PM	860 SE BARRINGTON DR; OHPD
13-O06999	7/8/2013 1:57:08PM	860 SE BARRINGTON DR; OHPD
13-O07737	7/26/2013 6:31:05PM	31686 SR 20; SKAGIT FARM SUPPLY
13-O07924	7/31/2013 8:36:23AM	270 SE BARRINGTON DR; A102
13-O06927	7/6/2013 3:05:37PM	860 SE BARRINGTON DR; OHPD
13-O01842	2/25/2013 8:41:43AM	SE 8TH AVE & SE GLENCOE ST
13-O05395	5/31/2013 1:53:14PM	31490 SR 20; WALGREENS
13-O03637	4/14/2013 9:07:56AM	150 SE BARRINGTON DR
13-O03528	4/12/2013 11:14:51AM	860 SE BARRINGTON DR; OHPD
13-O03474	4/11/2013 6:47:25AM	SE MIDWAY BLVD & SE 8TH AVE
13-O05257	5/28/2013 8:25:06AM	688 SE ELY ST
13-O05134	5/24/2013 3:54:29PM	860 SE BARRINGTON DR; OHPD
13-O03469	4/10/2013 7:49:17PM	875 SE JENSEN ST
13-O03464	4/10/2013 6:23:25PM	SE IRELAND ST & SE 8TH AVE
13-O05035	5/22/2013 8:42:24AM	569 SE 6TH AVE
13-O05033	5/22/2013 7:37:10AM	SE 8TH AVE & SE GLENCOE ST
13-O04759	5/14/2013 10:54:06AM	860 SE BARRINGTON DR; OHPD
13-O04675	5/11/2013 5:16:28PM	860 SE BARRINGTON DR; OHPD
13-O04662	5/11/2013 10:23:05AM	SE 6TH AVE & SE ELY ST
13-O04159	4/28/2013 8:14:04PM	SE MIDWAY BLVD & SE PIONEER WAY
13-O04614	5/9/2013 10:50:01PM	31810 SR 20; APPLEBEES
13-O04814	5/15/2013 4:26:09PM	860 SE BARRINGTON DR; OHPD
13-O04530	5/7/2013 2:12:41PM	31810 SR 20; APPLEBEES
13-O04060	4/26/2013 8:28:49AM	377 SE 8TH AVE
13-O04507	5/6/2013 8:13:13PM	SE ELY ST & SE FIDALGO AVE; ITA
13-O04262	5/1/2013 1:32:26PM	860 SE BARRINGTON DR; OHPD
13-O03904	4/22/2013 3:33:37PM	860 SE BARRINGTON DR; OHPD
13-O03254	4/5/2013 2:05:00PM	860 SE BARRINGTON DR; OHPD
13-O05827	6/10/2013 8:01:55PM	SE MIDWAY BLVD & SE 6TH AVE
13-O03243	4/5/2013 10:31:21AM	500 SE GLENCOE ST

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-003238	4/5/2013 8:49:45AM	500 SE GLENCOE ST
13-005936	6/13/2013 3:22:01PM	860 SE BARRINGTON DR; OHPD
13-002972	3/28/2013 4:34:37PM	661 SE 5TH AVE
13-006551	6/28/2013 10:05:09PM	860 SE BARRINGTON DR; OHPD
13-002781	3/23/2013 4:32:08PM	31820 SR 20; AUTO ZONE
13-002634	3/20/2013 9:55:05AM	568 SE 8TH AVE; 202
13-002577	3/18/2013 6:08:48PM	SE ELY ST & SE 8TH AVE
13-000065	1/2/2013 3:23:05PM	31800 SR 20; HOME DEPOT
13-001141	2/4/2013 10:59:54AM	461 SE MIDWAY BLVD
13-001136	2/4/2013 10:24:59AM	SE 8TH AVE & SE GLENCOE ST
13-001077	2/2/2013 9:18:45AM	645 SE 5TH AVE
13-000849	1/25/2013 3:20:54PM	669 SE ELY ST
13-006373	6/24/2013 5:05:08PM	SE 6TH AVE & SE ELY ST
13-006255	6/22/2013 12:13:58PM	31810 SR 20; APPLEBEES
13-001517	2/15/2013 2:06:22PM	SE IRELAND ST & SE 6TH AVE
13-006151	6/19/2013 3:20:38PM	1064 SE 6TH AVE
13-005984	6/14/2013 7:07:04PM	565 SE 8TH AVE; A201
13-006365	6/24/2013 11:44:12PM	1050 SE IRELAND ST; METHODIST CHURCH
13-006233	6/21/2013 7:52:44PM	640 SE 8TH AVE
13-006270	6/22/2013 5:12:40PM	31800 SR 20; HOME DEPOT
13-000410	1/12/2013 8:11:24AM	860 SE BARRINGTON DR; OHPD
13-006249	6/22/2013 8:50:04AM	540 SE ELY ST

OHP6

13-006258	6/22/2013 1:10:47PM	1250 SW ERIE ST; WALMART
13-007333	7/16/2013 7:33:37PM	31300 SR 20; 7 11 SOUTH
13-003298	4/6/2013 12:56:54PM	1250 SW ERIE ST; WALMART
13-003360	4/8/2013 4:57:12PM	1250 SW ERIE ST; WALMART
13-007280	7/15/2013 5:05:20PM	1250 SW ERIE ST; WALMART
13-003829	4/19/2013 9:58:44PM	817 SE BAYSHORE DR; FLINTSTONE PARK
13-003844	4/20/2013 3:27:19PM	1250 SW ERIE ST; WALMART
13-006626	6/30/2013 3:46:10PM	1351 SW BARLOW ST; ESTEBANS
13-005012	5/21/2013 12:00:17PM	1599 SE CITY BEACH ST; CITY BEACH EAST
13-004039	4/25/2013 5:09:09PM	1250 SW ERIE ST; WALMART
13-004501	5/6/2013 5:13:14PM	275 SE PIONEER WAY; DSHS
13-000507	1/15/2013 1:37:05PM	450 SW BAYSHORE DR
13-007211	7/13/2013 3:33:53PM	31565 SR 20; SAFEWAY
13-007197	7/13/2013 10:50:12AM	1599 SE CITY BEACH ST; CITY BEACH EAST
13-004509	5/6/2013 8:46:28PM	SR 20 & SE PIONEER WAY
13-007183	7/12/2013 11:38:59PM	1250 SW ERIE ST; WALMART
13-006386	6/25/2013 12:42:12PM	SR 20 & SW 8TH AVE
13-000884	1/26/2013 4:47:01PM	SW BARLOW ST & SW BARRINGTON DR
13-000947	1/29/2013 11:23:46AM	1798 S BEEKSMA DR; CITY BEACH WEST

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-O07700	7/25/2013 4:19:01PM	1511 S BEEKSMA DR; CITY BEACH CAMPGROUND
13-O07754	7/27/2013 7:58:45AM	31565 SR 20; SAFEWAY
13-O01256	2/7/2013 2:02:07PM	450 SE PIONEER WAY; 3
13-O01329	2/10/2013 10:44:33AM	1599 SE CITY BEACH ST; CITY BEACH EAST
13-O00198	1/6/2013 1:43:27PM	31565 SR 20; SAFEWAY
13-O06429	6/26/2013 12:13:25PM	1599 SE CITY BEACH ST; CITY BEACH EAST
13-O02205	3/8/2013 3:49:03PM	1798 S BEEKSMA DR; CITY BEACH WEST
13-O00028	1/1/2013 2:30:43PM	1599 SE CITY BEACH ST; CITY BEACH EAST
13-O02446	3/15/2013 1:28:36PM	1599 SE CITY BEACH ST; CITY BEACH EAST
13-O07599	7/23/2013 12:45:09PM	1250 SW ERIE ST; WALMART
13-O06439	6/26/2013 3:50:46PM	1250 SW ERIE ST; WALMART
13-O02918	3/27/2013 3:16:25PM	SR 20 & SW 8TH AVE
13-O02970	3/28/2013 3:37:56PM	361 SE PIONEER WAY; WELLS FARGO
13-O06268	6/22/2013 4:59:22PM	1281 SW BARLOW ST; ISLAND PET CENTER
13-O03046	3/30/2013 1:13:57PM	1250 SW ERIE ST; WALMART
13-O03197	4/3/2013 5:05:21PM	1450 SW ERIE ST; ALBERTSONS
13-O07411	7/18/2013 3:36:40PM	SE BAYSHORE DR; FLINTSTONE PARK
13-O06519	6/28/2013 12:06:23PM	1511 S BEEKSMA DR; CITY BEACH CAMPGROUND
13-O04846	5/16/2013 12:16:22PM	1798 S BEEKSMA DR; CITY BEACH WEST
13-O00838	1/25/2013 12:29:27PM	1599 SE CITY BEACH ST; CITY BEACH EAST
13-O06097	6/18/2013 12:27:14PM	1250 SW ERIE ST; WALMART
13-O07040	7/9/2013 4:38:22PM	1250 SW ERIE ST; WALMART
13-O05816	6/10/2013 3:02:42PM	1501 SE CITY BEACH ST; SEWAGE TREATMENT PLANT
13-O06654	7/1/2013 12:52:16PM	31645 SR 20; RITE AID
13-O06923	7/6/2013 2:03:26PM	1250 SW ERIE ST; WALMART
13-O04663	5/11/2013 10:41:01AM	SR 20 & SW BARRINGTON DR; ITA
13-O04181	4/29/2013 1:26:09PM	SE BAYSHORE DR & SE MIDWAY BLVD
13-O00843	1/25/2013 1:44:56PM	1599 SE CITY BEACH ST; CITY BEACH EAST
13-O08121	8/4/2013 5:34:11PM	1250 SW ERIE ST; WALMART
13-O05305	5/29/2013 10:21:15AM	1500 S BEEKSMA DR; TOP NOTCH
13-O06858	7/5/2013 1:25:35PM	31565 SR 20; SAFEWAY
13-O00266	1/8/2013 5:58:53PM	31080 SR 20; D1
13-O06806	7/4/2013 5:27:12PM	1511 S BEEKSMA DR; CITY BEACH CAMPGROUND
13-O04566	5/8/2013 1:50:40PM	1250 SW ERIE ST; WALMART
13-O07926	7/31/2013 9:22:33AM	860 SE BAYSHORE DR; STEVE RICHARDSON INSURAN
13-O05479	6/2/2013 3:03:31PM	31565 SR 20; SAFEWAY
13-O05556	6/4/2013 11:48:20AM	31565 SR 20; SAFEWAY
13-O08194	8/6/2013 12:51:42PM	1599 SE CITY BEACH ST; CITY BEACH EAST
13-O01772	2/22/2013 5:23:35PM	800 SE PIONEER WAY; KAKIES
<u>OHP7</u>		
13-O01507	2/15/2013 9:55:21AM	495 SE QUAKER ST
13-O06739	7/3/2013 1:19:00PM	489 SE OLEARY ST

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-000212	1/7/2013 2:04:50AM	1292 SE 4TH AVE; 205
13-007826	7/28/2013 10:22:07PM	487 SE NEIL ST
13-000150	1/4/2013 8:33:39PM	1292 SE 4TH AVE; 205
13-001221	2/6/2013 3:54:49PM	428 SE QUAKER ST
13-006861	7/5/2013 2:27:44PM	1370 SE 10TH CT; 102
13-006360	6/24/2013 7:56:05PM	1401 SE CATALINA DR
13-005125	5/24/2013 1:14:00PM	SE MAYLOR ST
13-007708	7/25/2013 10:55:42PM	487 SE NEIL ST
13-006381	6/25/2013 11:20:59AM	1401 SE CATALINA DR; OH MARINA
13-003933	4/23/2013 2:05:06PM	1709 SE 8TH AVE
13-004979	5/20/2013 9:48:43AM	1785 SE 8TH AVE; 2
13-007999	8/1/2013 9:57:49PM	487 SE NEIL ST
13-004064	4/26/2013 10:38:43AM	1490 SE PIONEER WAY
13-007397	7/18/2013 11:59:51AM	651 SE MAYLOR ST; PLAYHOUSE DENTAL
13-007153	7/12/2013 10:35:01AM	670 SE MIDWAY BLVD; PREGNANCY CARE CLINIC
13-007363	7/17/2013 1:40:17PM	1000 SE REGATTA DR; OH LIBRARY
13-007114	7/11/2013 10:17:25AM	488 SE MAYLOR ST
13-005941	6/13/2013 6:57:59PM	721 SE REGATTA DR
13-004353	5/3/2013 2:11:30PM	1350 SE PIONEER WAY
13-006432	6/26/2013 12:43:45PM	1610 SE PIONEER WAY; JAMAR APTS
13-007270	7/15/2013 1:08:39PM	489 SE OLEARY ST
13-006252	6/22/2013 10:13:17AM	SE MAYLOR ST & SE 4TH AVE
13-007112	7/11/2013 9:46:17AM	532 SE MAYLOR ST
13-007111	7/11/2013 9:24:12AM	512 SE MAYLOR ST

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13-007934	7/31/2013 2:06:56PM	345 SE JEROME ST
13-007961	8/1/2013 9:09:39AM	345 SE JEROME ST; VOLUNTEER PARK
13-007891	7/30/2013 12:26:48PM	175 SE JEROME ST; SKATEBOARD PARK
13-007880	7/30/2013 9:31:25AM	38 SE GLENCOE ST
13-004059	4/26/2013 8:15:07AM	540 E WHIDBEY AVE
13-000168	1/5/2013 11:48:22AM	E WHIDBEY AVE & SE ELY ST
13-000336	1/10/2013 4:44:21PM	SE MIDWAY BLVD & SE 4TH AVE
13-001413	2/12/2013 4:05:43PM	275 SE CABOT DR; PEDIATRIC ASSOCIATES
13-008039	8/2/2013 7:03:30PM	175 SE JEROME ST; SKATE PARK
13-000015	1/1/2013 3:58:49AM	325 NE KETTLE ST; 205
13-000766	1/23/2013 4:21:07PM	SE JEROME ST & SE 4TH AVE
13-007997	8/1/2013 9:25:47PM	345 SE JEROME ST
13-005825	6/10/2013 6:42:32PM	180 SE GLENCOE ST
13-008239	8/7/2013 11:34:42AM	285 NE MIDWAY BLVD; WHIDBEY ISLAND INSURANCE
13-000579	1/17/2013 4:41:01PM	346 SE GLENCOE ST
13-006828	7/4/2013 11:36:02PM	250 NE KETTLE ST
13-005322	5/29/2013 2:48:08PM	499 NE MIDWAY BLVD

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-O06975	7/7/2013 10:00:12PM	32650 SR 20; A107
13-O05583	6/4/2013 8:54:50PM	NE MIDWAY BLVD & NE 6TH AVE
13-O04986	5/20/2013 3:31:52PM	650 SE 3RD AVE
13-O04765	5/14/2013 12:28:02PM	100 NE IZETT ST
13-O05805	6/10/2013 12:46:45PM	421 NE MIDWAY BLVD; SAN REMOS MEDITERANEAN G
13-O05808	6/10/2013 1:03:38PM	NE KETTLE ST & NE 3RD AVE
13-O04606	5/9/2013 5:06:28PM	175 SE JEROME ST; SKATEBOARD PARK
13-O04534	5/7/2013 3:44:06PM	SE 4TH AVE & SE GLENCOE ST
13-O07137	7/11/2013 6:40:03PM	120 SE GLENCOE ST
13-O05813	6/10/2013 2:08:26PM	SE MIDWAY BLVD & SE 4TH AVE
13-O07155	7/12/2013 11:27:59AM	158 SE GLENCOE ST
13-O04514	5/6/2013 11:46:09PM	477 NE KETTLE ST
13-O07176	7/12/2013 7:18:09PM	280 NE IZETT ST
13-O06708	7/2/2013 7:29:01PM	NE MIDWAY BLVD & NE 5TH AVE
13-O07262	7/15/2013 9:06:46AM	SE JEROME ST & SE 4TH AVE
13-O03887	4/22/2013 9:13:58AM	325 NE KETTLE ST; 103
13-O06178	6/20/2013 10:26:39AM	280 NE IZETT ST
13-O03234	4/5/2013 6:04:49AM	E WHIDBEY AVE & NE MIDWAY BLVD
13-O07306	7/16/2013 11:15:54AM	NE 4TH AVE & NE IZETT ST
13-O06075	6/17/2013 5:20:19PM	32070 SR 20; ISLAND CAFE
13-O06443	6/26/2013 5:26:55PM	1126 E WHIDBEY AVE
13-O02191	3/8/2013 10:05:16AM	1126 E WHIDBEY AVE
13-O02785	3/23/2013 6:47:25PM	326 SE GLENCOE ST
13-O02208	3/8/2013 5:17:00PM	651 SE 2ND PL
13-O07683	7/25/2013 12:03:45PM	325 NE KETTLE ST
13-O01137	2/4/2013 10:29:55AM	346 SE GLENCOE ST
13-O01715	2/21/2013 1:59:22PM	32650 SR 20; THRIVE

OHP9

13-O06015	6/15/2013 10:00:23PM	280 NE NUNAN LOOP; 2
13-O06245	6/22/2013 4:39:19AM	1651 NE 2ND AVE
13-O06704	7/2/2013 5:42:15PM	NE OLEARY ST & NE 1ST AVE
13-O00530	1/16/2013 11:04:20AM	152 NE MIDWAY BLVD; MARTINS ELECTRIC
13-O06643	7/1/2013 9:02:26AM	360 SE PASEK ST
13-O05791	6/10/2013 8:35:20AM	220 NE REGATTA DR; REGATTA CHILD DEVELOPMENT
13-O06631	6/30/2013 8:04:37PM	1596 NE 2ND AVE
13-O06593	6/29/2013 8:56:19PM	360 SE PASEK ST
13-O05259	5/28/2013 9:20:34AM	1626 NE 2ND AVE
13-O04623	5/10/2013 8:52:04AM	380 NE REGATTA DR; OVE
13-O05037	5/21/2013 10:38:07PM	E WHIDBEY AVE & NE OLEARY ST
13-O04705	5/12/2013 9:27:53PM	284 SE PASEK ST
13-O07081	7/10/2013 2:42:39PM	1791 NE 1ST AVE
13-O03381	4/9/2013 8:00:41AM	E WHIDBEY AVE & NE REGATTA DR

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-O07152	7/12/2013 10:27:50AM	NE OLEARY ST & NE 5TH AVE
13-O04492	5/6/2013 3:07:02PM	NE RONHAAR ST & NE 4TH AVE
13-O04287	5/1/2013 8:26:05PM	NE OLEARY ST & NE 4TH AVE
13-O07835	7/29/2013 8:06:00AM	1652 NE 1ST AVE; ACROSS FROM
13-O03237	4/5/2013 8:23:46AM	SE REGATTA DR & CLOVER ST
13-O02447	3/15/2013 1:49:18PM	436 NE MIDWAY BLVD; WOODYS CAR WASH II
13-O01959	2/28/2013 6:05:42PM	E WHIDBEY AVE & NE REGATTA DR

OHPD

13-O05205	5/26/2013 4:33:59PM	SR 20 & SW EAGLE VISTA AVE
13-O00480	1/14/2013 1:36:21PM	330 E CRESCENT HARBOR RD; CHE
13-O07832	7/28/2013 4:09:48AM	SR 20 & SW EAGLE VISTA AVE
13-O06193	6/20/2013 3:59:35PM	SR 20 & SW EAGLE VISTA AVE
13-O02246	3/9/2013 6:27:01PM	3480 SW GRIENTJES LN
13-O03245	4/5/2013 10:51:25AM	3506 SW GRIENTJES LN
13-O01707	2/21/2013 9:41:43AM	3480 SW GRIENTJES LN

Total Calls For Service 786

**ANIMAL CONTROL CALLS FOR SERVICE
NAVY PROPERTY
JANUARY 1, 2013 - AUGUST 7, 2013**

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<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-O00098	1/3/2013 2:58:13PM	1415 CENTRAL DR
13-O00253	1/8/2013 9:59:54AM	1657 LARCH DR
13-O00730	1/22/2013 3:39:47PM	EASTERN DR & SPRUCE LN
13-O00797	1/24/2013 11:10:14AM	1610 LARCH DR
13-O01050	2/1/2013 12:26:45PM	1641 LARCH DR
13-O01393	2/12/2013 7:53:32AM	1704 MAPLE LN
13-O01403	2/12/2013 12:49:55PM	1690 LARCH DR
13-O01926	2/27/2013 4:17:16PM	1364 WESTERN DR
13-O02910	3/27/2013 1:02:33PM	1415 CENTRAL DR
13-O02921	3/27/2013 4:06:02PM	1415 CENTRAL DR
13-O02945	3/28/2013 9:09:35AM	1403 WESTERN DR
13-O03123	4/1/2013 4:28:57PM	1415 CENTRAL DR
13-O03219	4/4/2013 9:47:18AM	2051 HICKORY LN
13-O03964	4/24/2013 8:52:59AM	1424 WESTERN DR
13-O03973	4/24/2013 11:45:20AM	1663 LARCH DR
13-O04263	5/1/2013 1:52:07PM	1688 LARCH DR
13-O04361	5/3/2013 4:22:23PM	1905 SPRUCE LN
13-O04485	5/6/2013 12:14:21PM	LARCH DR & SPRUCE LN
13-O04486	5/6/2013 12:22:42PM	1561 HEMLOCK DR
13-O05137	5/24/2013 4:18:34PM	1903 SPRUCE LN
13-O05275	5/28/2013 3:36:57PM	1340 WESTERN DR
13-O05317	5/29/2013 1:08:06PM	1390 WESTERN DR
13-O05327	5/29/2013 4:27:02PM	1383 WESTERN DR
13-O05622	6/5/2013 4:03:02PM	1701 MAPLE LN
13-O05647	6/5/2013 8:29:02PM	2032 HICKORY LN
13-O05661	6/6/2013 2:01:18PM	1314 WESTERN DR
13-O05804	6/10/2013 12:29:25PM	1625 LARCH DR
13-O05814	6/10/2013 2:38:06PM	1621 LARCH DR
13-O05894	6/12/2013 11:27:11AM	CENTRAL DR & HEMLOCK DR
13-O06093	6/18/2013 9:48:36AM	1700 MAPLE LN
13-O06133	6/19/2013 9:09:45AM	2048 HICKORY LN
13-O06385	6/25/2013 11:55:26AM	1495 CENTRAL DR
13-O06530	6/28/2013 3:07:07PM	1526 CENTRAL DR
13-O06651	7/1/2013 11:45:11AM	1648 LARCH DR
13-O06985	7/8/2013 9:36:04AM	1451 CENTRAL DR
13-O07067	7/10/2013 10:45:26AM	1605 LARCH DR

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-007930	7/31/2013 11:35:59AM	1692 BEECH LN
<u>OHP42</u>		
13-000337	1/10/2013 4:57:36PM	2315 GOLDFINCH ST; A
13-000589	1/18/2013 8:03:09AM	W CRESCENT HARBOR RD & TORPEDO RD
13-001018	1/31/2013 3:57:58PM	700 AGATE CT
13-001047	2/1/2013 10:05:35AM	MEADOW DR & ORIOLE ST
13-001357	2/11/2013 9:54:42AM	MEADOW DR & ORIOLE ST
13-001753	2/22/2013 11:32:45AM	WAKE AVE
13-001954	2/28/2013 2:36:55PM	MEADOW DR & GUAM AVE
13-002674	3/21/2013 9:24:24AM	2131 EAGLE LOOP
13-004061	4/26/2013 9:03:54AM	2161 GROUSE LN; B
13-004065	4/26/2013 10:53:53AM	2161 GROUSE LN; A
13-004185	4/29/2013 4:01:30PM	2150 THRUSH LN
13-004260	5/1/2013 11:56:19AM	EAGLE LOOP & RAVEN DR
13-005093	5/23/2013 2:16:19PM	2200 HERON DR; F
13-005124	5/24/2013 12:35:07PM	2109 SWAN DR; C
13-005204	5/26/2013 4:31:56PM	2109 SWAN DR; C
13-006183	6/20/2013 12:47:12PM	MEADOW DR & ORIOLE ST
13-006207	6/21/2013 10:14:58AM	2300 GOLDFINCH ST; C
13-006395	6/25/2013 3:31:19PM	2130 EAGLE LOOP
13-006733	7/3/2013 11:58:07AM	2348 LARK ST; A
13-007277	7/15/2013 3:32:53PM	733 GEMSTONE DR; C
13-007278	7/15/2013 4:02:08PM	2326 GOLDFINCH ST; B

OHP43

13-000245	1/7/2013 4:16:53PM	1250 CASCADE CIR
13-000486	1/14/2013 3:49:38PM	2420 SANDPIPER CIR
13-000592	1/18/2013 9:22:33AM	260 W PIONEER WAY; NAS BLDG 13
13-001146	2/4/2013 12:33:11PM	2075 W CORAL SEA DR
13-001397	2/12/2013 10:26:14AM	513 ELK LN
13-001687	2/20/2013 2:38:27PM	2420 SANDPIPER CIR
13-001876	2/26/2013 10:09:34AM	1208 CASCADE CIR
13-003483	4/11/2013 10:32:56AM	1039 MOUNTAIN CIR
13-003524	4/12/2013 10:49:48AM	1039 MOUNTAIN CIR
13-004268	5/1/2013 2:45:10PM	2090 W CORAL SEA DR; NAVY EXCHANGE
13-004563	5/8/2013 11:37:05AM	120 TULAGI AVE; WAIF
13-004628	5/10/2013 8:20:44AM	1041 MOUNTAIN CIR
13-004636	5/10/2013 2:00:44PM	1229 CASCADE CIR
13-004729	5/13/2013 3:07:31PM	961 E CORAL SEA AVE

<u>Incident #</u>	<u>Date/Time Reported</u>	<u>Address</u>
13-O04767	5/14/2013 1:54:33PM	2428 SANDPIPER CIR
13-O04836	5/16/2013 9:54:28AM	ADAMS CIR & OLYMPIC CT
13-O04841	5/16/2013 10:48:26AM	1065 CRYSTAL DR
13-O04860	5/16/2013 2:49:42PM	1147 RAINIER CIR
13-O05554	6/4/2013 11:32:51AM	1215 CASCADE CIR
13-O05690	6/7/2013 10:28:34AM	E CORAL SEA AVE & VISTA LOOP
13-O06428	6/26/2013 12:08:10PM	1152 RAINIER CIR
13-O06447	6/26/2013 6:12:56PM	120 TULAGI AVE; WAIF
13-O06462	6/27/2013 9:26:16AM	1308 BAKER CT
13-O06644	7/1/2013 9:05:54AM	1123 RAINIER CIR
13-O06646	7/1/2013 9:52:08AM	MOUNTAIN CIR
13-O06695	7/2/2013 1:18:58PM	1037 MOUNTAIN CIR
13-O06994	7/8/2013 11:49:41AM	1172 CRATER LOOP; C
13-O07680	7/25/2013 11:22:48AM	2110 W CORAL SEA DR; NAS EXCHANGE

Total Calls For Service 86

City of Oak Harbor City Council Agenda Bill

Bill No. 9.b.
Date: September 17, 2013
Subject: Tourism Services Agreement –
Chamber of Commerce

FROM: Larry Cort, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents a Tourism Services Agreement between the City of Oak Harbor and the Greater Oak Harbor Chamber of Commerce to replace the current agreement that is due to expire on December 31, 2013. The City Council is requested to consider the replacement Agreement and, as appropriate, authorize the Mayor to sign the Tourism Services Agreement with the Greater Oak Harbor Chamber of Commerce.

FISCAL IMPACT DESCRIPTION

Funds Required: \$72,000 for 2014

Appropriation Source: Fund 116 Civic Improvement

SUMMARY STATEMENT

The source of funds to promote tourism is typically referred to as the lodging sales tax that is authorized by the State of Washington and generated locally through the sales tax revenue from the sale of lodging rooms. The lodging sales tax available to the City totals 4% of room sales receipts, 2% in the form of a credit from the State's share of the overall sales tax and 2% imposed locally on lodging businesses. These revenues are restricted in that they must be used to promote tourism in our community which, at least in concept, generates more visitors to the lodging establishments.

The current contract between the City of Harbor and the Greater Oak Harbor Chamber of Commerce for tourism services commenced on January 1, 2013 and is set to expire on December 31, 2013. As detailed on the attached Exhibit to the Tourism Services Agreement, the scope of services includes maintenance and operation of the Tourist Information Facility and other promotional activities. As drafted, the proposed contract would extend for an additional year the current scope of work and compensation to the Chamber of Commerce.

The Chamber's contract for tourism services was discussed at the September 3, 2013 meeting of the City Council.

RECOMMENDED ACTIONS

Authorize the Mayor to sign the Tourism Services Agreement between the City of Oak Harbor and the Greater Oak Harbor Chamber of Commerce for \$72,000 in 2014.

ATTACHMENTS

Draft Tourism Services Agreement

TOURISM SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 17th day of September, 2013, by and between the City of Oak Harbor, a Washington municipal corporation hereinafter referred to as the “CITY” and the Greater Oak Harbor Chamber of Commerce, hereinafter referred to as the “CHAMBER OF COMMERCE”.

Whereas, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and,

WHEREAS, the CHAMBER OF COMMERCE represents that the CHAMBER OF COMMERCE is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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

1. Scope of Services

The CHAMBER OF COMMERCE shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as CHAMBER OF COMMERCE responsibilities throughout this Agreement and as detailed in Exhibit “A” attached hereto and incorporated herein.

2. Term.

The tourism service agreement shall begin on January 1, 2014 and, shall end no later than December 31, 2014, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment

3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

3.2 No payment shall be made for any service rendered by the CHAMBER OF COMMERCE except for services identified and set forth in this Agreement.

3.3 The CITY shall pay the CHAMBER OF COMMERCE for work performed under this Agreement as follows: For tourist information and tourist promotion services - not to exceed \$6,000 per month, based upon actual costs of employee time at the regular hourly wage of such employee(s) and actual cost of promotion materials including employee time.

4. Reports and Inspections.

4.1 The CHAMBER OF COMMERCE at such times and in such form as the CITY may require, shall furnish to the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement. The CHAMBER OF COMMERCE reporting responsibilities for this Agreement are as detailed in Exhibit "B" attached hereto and incorporated herein.

4.2 The CHAMBER OF COMMERCE will be requested upon invite to present an annual report to the CITY no later than the last regularly scheduled City Council meeting in April for the prior calendar year's reportable activities.

4.3 The CHAMBER OF COMMERCE shall, with reasonable notice and during reasonable work hours, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the CHAMBER OF COMMERCE'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the CHAMBER OF COMMERCE'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

5.1 The parties intend that an independent CHAMBER OF COMMERCE/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the CHAMBER OF COMMERCE. No agent, employee, servant or representative of the CHAMBER OF COMMERCE shall be deemed an employee, agent servant or representative of the CITY for any purpose, and the employees of the CHAMBER OF COMMERCE are not entitled to any of the benefits the CITY provides for its

employees. The CHAMBER OF COMMERCE will be solely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated the CHAMBER OF COMMERCE is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. Chamber of Commerce Employees/Agents

The CITY may at its sole discretion make recommendation to the CHAMBER OF COMMERCE to remove an employee(s), agent(s), or servant(s) from employment on this project. The CHAMBER OF COMMERCE may, however, employ that (those) individual(s) on other non-CITY related projects. In the event the CHAMBER elects not to remove an employee upon CITY recommendation, the CITY may consider such enact as termination for cause.

7. Hold Harmless/Indemnification

7.1 CHAMBER OF COMMERCE shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CHAMBER OF COMMERCE in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY. For purposes of this Hold Harmless/Indemnification Agreement, CHAMBER OF COMMERCE hereby waives its immunity under Worker's Compensation (Title 57 RCW) and acknowledges that this waiver has been expressly negotiated.

7.2 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Insurance

The CHAMBER OF COMMERCE 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 CHAMBER OF COMMERCE, its agents, representatives or employees.

- 8.1 Minimum scope of insurance. CHAMBER OF COMMERCE shall obtain insurance of the types described below.
 - a. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an additionally insured under the CHAMBER OF COMMERCE'S General Liability insurance policy with respect to the work performed for the CITY.
 - b. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 8.2 Minimum Amounts of Insurance. CHAMBER OF COMMERCE shall maintain the following insurance limits:
 - a. Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate.
- 8.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:
 - a. The CHAMBER OF COMMERCE'S insurance coverage shall be primary insurance as respects the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CHAMBER OF COMMERCE'S insurance and shall not contribute with it.
 - b. The CHAMBER OF COMMERCE'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
- 8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 8.5 Verification of Coverage. CHAMBER OF COMMERCE shall furnish the CITY with original certificates and a copy of the amendatory endorsement, including but not necessarily limited to, the additional insured endorsement, evidencing the

insurance requirements of the CHAMBER OF COMMERCE before commencement of the work.

9. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY.

10. Compliance with Laws

10.1 The CHAMBER OF COMMERCE, 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 service.

10.2 The CHAMBER OF COMMERCE specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

11. Nondiscrimination

11.1 The CITY is an equal opportunity employer.

11.2 Nondiscrimination in Employment. In the performance of this Agreement, the CHAMBER OF COMMERCE will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of a disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The CHAMBER OF COMMERCE shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to; employment upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The CHAMBER OF COMMERCE 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.

- 11.3 Nondiscrimination in Services. The CHAMBER OF COMMERCE will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.
- 11.4 If any assignment and/or subcontracting have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CHAMBER OF COMMERCE shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

- 12.1 The CHAMBER OF COMMERCE 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 CHAMBER OF COMMERCE not less than thirty (30) days prior to the date of any proposed assignment.
- 12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedure where applicable as set forth in local state and/or federal statutes, ordinances and guidelines.

13. Changes.

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 and made part of this Agreement.

14. Maintenance and Inspection of Records

- 14.1 The CHAMBER OF COMMERCE shall maintain all books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized

representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement. The CITY anticipates no more than one audit per year.

- 14.2 The CHAMBER OF COMMERCE shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The CHAMBER OF COMMERCE agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Other Provisions.

The following additional terms shall apply: It is agreed between the parties that pursuant to changes in state law necessitating that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation, agreement cannot be reached, the CITY may terminate this Agreement no sooner than sixty (60) days thereafter.

16. Termination.

- 16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time for any reason by giving at least one hundred twenty (120) days' written notice to the CHAMBER OF COMMERCE. Upon such termination for convenience, the CITY shall pay the CHAMBER OF COMMERCE for all services provided under this Agreement through the date of termination.
- 16.2 Failure of Appropriation. The CITY may terminate this Agreement due to failure of appropriation by giving at least thirty (30) days' written notice to the CHAMBER OF COMMERCE. Upon such termination the CITY shall pay the CHAMBER OF COMMERCE for all services provided under this Agreement through the date of termination.
- 16.3 Termination for Cause. If the CHAMBER OF COMMERCE fails to perform in the manner called for in this Agreement, or if the CHAMBER OF COMMERCE fails to comply with any provisions of this Agreement and fails to correct such noncompliance within twenty (20) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CHAMBER OF COMMERCE setting forth the manner in which the CHAMBER OF COMMERCE is in default. The CHAMBER OF COMMERCE will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.

17. Notice.

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.

18. Attorney Fees and Costs.

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 recover 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.

19. Jurisdiction and Venue.

19.1 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.

19.2 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.

20. Severability.

20.1 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.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may be in conflict herewith 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.

21. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein 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 a material breach of contract and be 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 provisions 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 OF OAK HARBOR

GREATER OAK HARBOR CHAMBER
OF COMMERCE

Address:

865 SE Barrington Drive
Oak Harbor, WA 98277

Address:

32630 SR 20
Oak Harbor, WA 98277

SCOTT DUDLEY, MAYOR

JASON MCFAYDEN, PRESIDENT

Attest:

Valerie Loffler, City Clerk

Tourism Services Agreement
Exhibit “A”
Scope of Services

1. Maintenance and Operation of Tourist Information Facility. The Chamber of Commerce will maintain and operate a tourist facility for the distribution of tourist-related information as follows:
 - i. **Services:** The Chamber of Commerce will furnish services generally considered to be of an informational and assistance nature to tourists and visitors to the community, including travel directions, directions to points of interest, lodging accommodations and other hospitality services, recreational activities, cultural events, emergency services, and other referral services.
 - ii. **Hours of Operation:** The City anticipates the Chamber of Commerce shall generally maintain minimum hours of operation of the Tourist Information Facility located at 32630 SR 20 in Oak Harbor from 9:00 AM to 5:00 PM, Monday through Friday, on regularly recognized business days. If minimum hours are reduced by the Chamber of Commerce, the City may adjust the payment to the Chamber of Commerce to reflect the reduction on operation hours.
 - iii. **Staffing:** The Chamber of Commerce will provide qualified, trained staff to operate the tourist information facilities in a professional and competent manner.

2. Other Tourist Promotion Activities:
 - i. In addition to the operation of the tourist information facility, the Chamber of Commerce will provide “Tourist Promotion” services as defined by RCW 67.28.080(6), including purchase and distribution of media (print, broadcast or electronic) and the facilitation of special events and festivals designed to attract tourists.
 - ii. The Chamber of Commerce agrees that all tourist promotion funds received from the City will promote tourism within the City of Oak Harbor and not benefit individual members of the Chamber of Commerce.

3. Funding Allocation Outline
 - i. The Chamber of Commerce will perform Tourist Information Facility Services and Tourism Promotion Activities in accordance with Funding Outline set forth herein:

a.	Annual Operation Cost of Tourist Information Facility	\$70,000
b.	Annual Tourist Promotion Activities Cost	<u>\$ 2,000</u>
	Total Annual Fund Allocation	\$72,000

Tourism Services Agreement
Exhibit “B”
Record Keeping and Reporting

1. No later than the last regularly scheduled City Council meeting of April for the prior calendar year’s reportable activities, Chamber of Commerce will schedule and present a written and oral annual report to the Mayor and City Council consisting of the following items:
 - a) Total revenue received from the City of Oak Harbor for the fiscal year or any partial fiscal year from this agreement.
 - b) The list of festivals, special events, or other non-profit organizations that received funds or services from the Chamber of Commerce under this agreement.
 - c) The list of festivals, special events or tourism facilities sponsored or owned by the Chamber of Commerce that received funds from this agreement.
 - d) The amount of revenue expended on each festival, special event or tourism-related facility owned by the Chamber of Commerce or sponsored by other non-profit organizations that received funds from the Chamber of Commerce under this agreement.
 - e) The estimated number of tourists, persons, traveling over fifty miles to Oak Harbor, persons remaining in Oak Harbor overnight and lodging stays generated per festival or special event.

2. Chamber of Commerce shall schedule and present at a regularly scheduled City Council meeting no later than October 31, an annual budget proposal that includes the following information:
 - a) Those tourism and promotion budget goals and objectives for the upcoming budget year that will require City reimbursement.
 - b) A summary total of all budgeted expenditures that will require City reimbursement.
 - c) A summary total for each proposed tourism or promotion program of all budgeted expenditures requiring City reimbursement.
 - d) A summary total for each proposed festival or planned event of all budgeted expenditures requiring City reimbursement.

City of Oak Harbor City Council Agenda Bill

Bill No. 9.c.
Date: September 17, 2013
Subject: Assistant City Attorney-
Prosecutor Employment
Agreement – Erin Lewis

FROM: Larry Cort, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Doug Merriman, Finance Director

PURPOSE

This agenda bill presents a proposed Employment Agreement with Erin Lewis to serve as the City's Assistant City Attorney-Prosecutor. In accordance with Section 2.34.055 OHMC, City Council action is requested approve the Agreement and the specific contract terms contained therein.

FISCAL IMPACT DESCRIPTION

Funds Required: Additional funds are not required as this position has been budgeted as part of the 2013-14 budget. The approximate total annual cost for this contract in compensation and benefits is \$94,436 (benefit costs are estimated).

Appropriation Source: Fund 001 General Fund (Legal)

SUMMARY STATEMENT

Since June of 2012, Grant Weed of the Snohomish firm of Weed, Graafstra and Benson has served as Interim City Attorney for Oak Harbor. Despite three comprehensive recruitment efforts, the City has not managed to identify an individual to fill this key staff leadership position. Consequently, the administration and Council are supportive of a transition plan that will result in the appointment of our current Assistant City Attorney, Nikki Esparza, as City Attorney in mid- to late- 2014. In order to put this transition plan into effect, it is necessary to hire an Assistant City Attorney-Prosecutor to assume Ms. Esparza's current prosecutorial responsibilities, allowing her the time necessary to focus on civil law responsibilities under the tutelage of Grant Weed.

After considering several potential candidates for the position of Assistant City Attorney-Prosecutor, the Mayor has appointed Erin Lewis to the position and is seeking City Council approval of an Employment Contract. Ms. Lewis emerged as the top candidate of several individuals considered for the position and has since met with several Councilmembers, department heads and Legal Department staff. Her resume is attached and is highlighted by over five years experience as a Deputy Prosecutor for Island County, during which Ms. Lewis has built strong relationships within the law and justice community.

The proposed contract specifies conditions of employment and sets working conditions for the Oak Harbor Assistant City Attorney-Prosecutor including but not limited to:

City of Oak Harbor City Council Agenda Bill

- Salary: Starting base salary \$71,040 annually, with a provision for step increases and salary adjustments consistent with other management staff.
- Vacation: Accrual based on years of service.
- Sick Leave: Accrual of one day per month.
- Severance Package: Severance pay for at-will termination in the amount of 6 months' salary. No severance pay for termination by resignation or for cause.
- Other Benefits: Same as provided for general City employees as they are today or as they may be modified in the future.

RECOMMENDED ACTIONS

Approve the content and authorize the Mayor to sign the Assistant City Attorney-Prosecutor Employment Agreement with Erin Lewis

ATTACHMENTS

Draft employment contract for Erin Lewis
Professional biography for Erin Lewis

ERIN LEWIS

1553 NE 9th Ave Oak Harbor WA. 98277

Cell: (425) 466-3243

erinl1979@gmail.com

MEMBERSHIP

Washington State Bar Association Member # 39685

EDUCATION

Gonzaga University School of Law
J.D., May 2007

Spokane, WA

- Merit Scholarship Recipient
- CALI Excellence Award received for Property 1
- Member: Amnesty International Society, Woman's Law Caucus, Phi Alpha Delta Fraternity
- Gonzaga in Florence, Summer 2005, Study Abroad

Montana State University

Bozeman, MT

B.S. in Sociology—Justice Studies emphasis, May 2001

GPA: 3.71

- Golden Key Honor Society, National Society for Collegiate Scholars, Phi Theta Kappa Honor Society
- National Dean's List
- Student Government Secretary 1998-1999
- Transferred from Flathead Valley Community College with A.A. degree, May 1999, GPA 3.9

PROFESSIONAL EXPERIENCE

Island County Prosecutor's Office

Coupeville, WA

Deputy Prosecuting Attorney II, July 2011-present

- Handle multiple case loads including: juvenile criminal, adult and juvenile drug court, paternity establishment, child support contempt, and civil involuntary mental health commitments.
- Screen applicants for admission, recommend sanctions, and file motions to terminate for adult and juvenile drug courts.

Island County Prosecutor's Office

Coupeville, WA

Deputy Prosecuting Attorney I, February 2008-July 2011

- Responsible for large misdemeanor caseload including preparing offers and negotiating plea agreements.
- Bench and jury trial experience for felonies, gross misdemeanors, and misdemeanors.
- Wrote and argued various 3.5 and 3.6 motions.

Office of the Spokane City Prosecuting Attorney

Spokane, WA

Rule 9 Intern, May 2006-June 2007

- Handled first appearances, arraignments, pre-trial conference, show cause, and domestic violence cases
- Prepared offers for criminal cases; recommended bonds and conditions of release.
- Wrote motions and supporting arguments.
- Successful outcome for first domestic violence trial.

Gonzaga University Legal Assistance Clinic

Spokane, WA

Transactional Business Clinic Intern, August 2006-May 2007

- Solely responsible for caseload, including client consultations.
- Drafted powers of attorney, wills and trusts, releases of liability, and non-compete agreements.
- Set up and assisted non-profit organizations in obtaining tax-exempt status.

State Farm Insurance

Kirkland, WA

Bank Specialist, January 2002-August 2004

- Sold \$260,000 of CD's in one day; licensed to sell other bank products such as money-market accounts.
- Executed policy changes and other updates at client request.
- Drafted correspondence and business letters.

EMPLOYMENT CONTRACT
Assistant City Attorney - Prosecutor

THIS AGREEMENT, effective October 7, 2013, by and between the City of Oak Harbor, hereinafter referred to as “City”, and Erin Lewis, hereinafter referred to as “Assistant City Attorney - Prosecutor”.

WHEREAS, pursuant to OHMC 2.34.055, Erin Lewis has been appointed by the Mayor to the position of Assistant City Attorney - Prosecutor and shall be offered an employment contract; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions for the position of Assistant City Attorney - Prosecutor; and

WHEREAS, pursuant to OHMC 2.36.030 the City Council has confirmed the Mayor’s appointment of Erin Lewis as Assistant City Attorney - Prosecutor for the City of Oak Harbor; and

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

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

1. Employment. The City hereby employs the Assistant City Attorney - Prosecutor to serve in this position for the City of Oak Harbor. The duties of said position shall be to perform all duties assigned to the position of Assistant City Attorney - Prosecutor as provided in the job description, the Oak Harbor Municipal Code, and Washington State law, together with such other and further duties and special projects as may be assigned to the Assistant City Attorney - Prosecutor by the City’s Mayor, City Administrator and/or City Attorney. Pursuant to OHMC 2.36.030 and 2.34.055 the Assistant City Attorney - Prosecutor shall serve at the pleasure and at the discretion of the City’s Mayor.
2. Duration of Employment. This Employment Agreement shall become effective on October 1, 2013, and shall continue indefinitely thereafter unless sooner terminated by the parties as provided in paragraphs 3 and 4 below.
3. “At Will” – Termination by the City. The Assistant City Attorney - Prosecutor shall at all times during employment with the City be considered an “At Will” employee, subject to termination by the City’s Mayor at any time with or without cause. Nothing in this Agreement shall be construed other than an “At Will” employment relationship between the City and the Assistant City Attorney – Prosecutor, and the Assistant City Attorney - Prosecutor expressly acknowledges that no contrary representations have been made by the City.
4. Resignation – Termination by the Assistant City Attorney - Prosecutor. The Assistant City Attorney - Prosecutor reserves the right to resign from employment at any time with or without cause. The Assistant City Attorney - Prosecutor agrees to give the City not less than two (2) weeks’ notice prior to the effective date of any such resignation.

5. Compensation: The Assistant City Attorney - Prosecutor shall be compensated for services rendered during the term of this Agreement as follows:
- a. Base Salary. The Assistant City Attorney - Prosecutor shall receive a monthly salary of \$5,920. After a satisfactory six month review, the Assistant City Attorney - Prosecutor may be eligible for a raise to \$6,098 per month. The rate of pay may be adjusted annually thereafter consistent with the salary range and steps established for this position.
 - b. In the event that a salary and wage study is conducted, the Assistant City Attorney - Prosecutor position shall be included.
 - c. Benefits. The Assistant City Attorney - Prosecutor shall be entitled to a sick leave accrual of one day each per month, vacation leave accrual as set forth in the City Personnel Policies, and eleven paid holidays which includes one floating holiday on a day of choice.

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

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

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

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness
 - Pre-tax deductions for Unreimbursed Non-Medical expenses and/or Dependent Day Care
 - Additional self-paid Voluntary Group Life Insurance
 - Self-paid enrollment in his choice of two Deferred Compensation Plans
- d. Timing of Monthly Payments – Deductions. All monthly payments of salary and benefits shall be made at the same time and on the same date as the City's regular payroll. All such monthly payments shall be subject to all required state and federal deductions, including income tax, social security, and any other deduction required and authorized by law. The City agrees to pay all employer contributions to FICA, worker's compensation, and similar programs as required by law.

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

7. Severance Package.
 - a. Severance for At Will Termination. In the event the Assistant City Attorney - Prosecutor's employment with the City is terminated for any reason other than those delineated in subparagraph (b) below, the City will provide the Assistant City Attorney - Prosecutor severance payment for a period of six (6) months after the effective date of termination. The monthly amount shall be paid in accordance with the same schedule as the regular City payroll, and shall be subject to the same mandatory deductions as the Assistant City Attorney - Prosecutor's salary was prior to termination.
 - i. Reference. In the event of termination of the Assistant City Attorney - Prosecutor's employment by the City, the Assistant City Attorney - Prosecutor shall be entitled to an employment reference from the City, the language of which shall be agreed upon by the parties, provided, that in the event the parties cannot agree on the form of the reference, the City will provide only the dates of the Assistant City Attorney - Prosecutor's employment, the last position held, the last salary received, the fact that the Assistant City Attorney - Prosecutor is no longer employed by the City.
 - ii. Unemployment Benefits. The City will not oppose any unemployment benefit claims made by the Assistant City Attorney - Prosecutor.
 - b. Termination by Resignation or for Cause. The severance package provided for in subparagraph (a) above shall not be available to the Assistant City Attorney - Prosecutor if the termination of the Assistant City Attorney - Prosecutor's employment with the City is due to:
 - i. Resignation. The Assistant City Attorney - Prosecutor's voluntary resignation from employment. For purposes of this paragraph, "voluntary resignation" means a resignation of employment resulting from the free choice of the Assistant City Attorney - Prosecutor and not the result of a suggestion to resign in lieu of termination made by formal action of the Mayor or City Council; or

- ii. Misconduct. Criminal conduct, commission of any crime, abuse of public office, or other gross misconduct, including, but not limited to, fraud, deceit, embezzlement, theft of funds or property, assault, or sexual, racial, or other harassment; or
 - iii. Job Performance. Insubordination, incompetence, inadequacy, or inefficiency of the Assistant City Attorney - Prosecutor in the performance of official duties.
 - c. Construction. The severance package provided in subparagraph (a) above shall not be construed as an extension of the Assistant City Attorney - Prosecutor's employment beyond the termination date. The Assistant City Attorney - Prosecutor shall not, during the period between the termination date and the end of the severance payments, accrue any additional sick leave, vacation leave, health care benefit or other benefit accorded active City employees.
- 8. Professional Development. The City agrees to pay the reasonable professional dues and subscriptions necessary for continuation, enrollment and full participation of continued education in the field of municipal law. In addition, the City may pay for membership in such other associations or organizations, and may reimburse the Assistant City Attorney - Prosecutor for attendance at annual conferences or the same and for such other professional development activities as the City Attorney may approve and as may be annually budgeted by the City Council.
- 9. The City agrees to cover the Assistant City Attorney - Prosecutor on the City's liability insurance policies to the same extent as any regular employee of the City is covered for acts, errors, or omissions within the scope of employment. All such liability insurance coverage shall be provided at the City's sole cost and expense.
- 10. The City of Oak Harbor agrees to hold harmless and indemnify the Assistant City Attorney - Prosecutor from any and all costs, risk or liability associated with or arising out of acts or failures to act which are performed within the scope of employment as the Assistant City Attorney - Prosecutor including the reasonable cost of legal defense by counsel appointed by the City or its insurance carrier, as applicable. This promise to indemnify shall exclude only criminal acts of the Assistant City Attorney - Prosecutor and acts or failure to act which would constitute an intentional tort or intentional wrongdoing knowingly committed by the Assistant City Attorney - Prosecutor without the express direction of the Mayor or City Administrator of the City of Oak Harbor. This promise to hold harmless and indemnify shall survive beyond the employment of the Assistant City Attorney - Prosecutor with the City of Oak Harbor in order that the Assistant City Attorney - Prosecutor shall be held harmless, indemnified and defended in the future for all acts taken as the Assistant City Attorney - Prosecutor subject to the limitations contained herein.
- 11. Severability. If any paragraph, sentence, clause or phrase of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, said invalidity or unenforceability shall not affect the validity or enforceability of any other paragraph, sentence, clause or phrase, and to that end the terms and conditions set forth in this Agreement shall be severable.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the terms and conditions of the Assistant City Attorney - Prosecutor's employment by the City and no other agreements or understandings, oral or otherwise, exist or shall be deemed binding upon the parties. The Agreement may be amended only by a written instrument duly executed by both parties.

Dated this 17th day of September 2013.

CITY OF OAK HARBOR

Scott Dudley, Mayor

ASSISTANT CITY ATTORNEY - PROSECUTOR

Erin Lewis

Attest:

Valerie J. Loffler, City Clerk

Approved as to Form:

Grant K. Weed, Interim City Attorney