



August 7, 2013

CITY COUNCIL AGENDA

6:00 p.m.

1. CALL TO ORDER

Invocation/Pledge of Allegiance

HONORS AND RECOGNITIONS

- Proclamation – Korean War Veterans Remembrance Day (July 27, 2013)
- Oak Harbor Police and Fire Departments Life Saving Award - Officer Mike Clements and Officer Mel Lolmaugh ; and Officer Jon Valenzuela
- Employee Recognition – Officer Ron Esparza, 10 Years; and Officer Tony Slowik, 10 Years

2. APPROVAL OF AGENDA

3. CITIZEN COMMENT PERIOD

4. CONSENT AGENDA

- a. Minutes of the Regular City Council meeting held July 2, 2013
- b. Approval of Accounts Payable Voucher Nos. 154753 through 154761 in the amount of \$607.84; 154762 in the amount of \$2,610.00; 154763 through 154896 in the amount of \$17,652.01; and 154897 through 154909 in the amount of \$1,628.36
- c. Motion to excuse Councilmember Danny Paggao from the workshop meeting of August 28, 2013, and the regular meeting of September 3, 2013
- d. Introduction of Ordinance 1664: Amending OHMC 1.04.020 and Adding Sections 1.04.035, .040 and .050 Relating to Introduction, Enactment and Effective Date of Ordinances (September 3, 2013)
- e. Motion to authorize the Mayor to sign the NASWI Modification of Contract N44255-85-C-6905 Relating to Wastewater Treatment Rates
- f. Motion to appoint Dana Beckman to the Lodging Tax Advisory Committee
- g. Motion to refer potential changes in the use of 2% funds to the Lodging Tax Advisory Committee for review and comment
- h. Motion to authorize the Mayor to sign the Department of Enterprise Services Master Contracts Usage Agreement
- i. Motion to authorize staff to proceed with advertisement to bid for automated refuse trucks
- j. Motion to authorize staff to proceed with advertisement to bid for a 5-yard swap loader
- k. Motion to authorize staff to proceed with advertisement to bid for a truck scale
- l. Motion to approve and authorize the Mayor to sign the Labor Agreement with Teamsters Union Local 231, Public Works Employees effective through December 31, 2016
- m. Motion to authorize the Mayor to sign a Professional Services Agreement with Tamra Sipes for the 2014 Whidbey Island Marathon
- n. Motion to authorize the Mayor to sign an Amendment for a 5-year extension to the Agreement to Utilize Island Thrift Modular Facility
- o. Motion to eliminate the HR Analyst position (Grade 42; .45 FTE), authorize the HR Administrative Assistant position (Grade 37; 1.0 FTE), and reclassify Accountant (Grade 43) to Accounting Technician (Grade 34)
- p. Resolution 13-19: Declaring Certain Obsolete Personal Property of the City Surplus and Authorizing Disposal



August 7, 2013

CITY COUNCIL AGENDA

6:00 p.m.

5. STAFF, MAYOR AND COUNCIL COMMENTS

- a. City Administrator
- b. Mayor
- c. Councilmembers

6. ORDINANCES AND RESOLUTIONS

- a. Ordinance 1662: Relating to the Oak Harbor Youth Commission and Amending Section 2.250.030 of the OHMC
- b. Resolution 13-17: Accepting the 20-Year Population Projection for Island County as a Basis for the 2016 Comprehensive Plan Update and the County Wide Planning Policies
- c. Resolution 13-20: Supporting Naval Air Station Whidbey Island and its Training Activities and Facilities

7. PUBLIC HEARINGS/PUBLIC MEETINGS

- a. Resolution 13-18: Declaring Certain Personal Property of the City Utilities Surplus and Authorizing Disposal

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- a. Motion to authorize the Mayor to sign a Professional Services Agreement with Robinson, Stafford & Rude, Inc. for Value Engineering Services related to the new Wastewater Treatment Plant in the amount of \$128,304
- b. Motion to Authorize the Mayor to sign the Animal Control Holding Facility Services Contract with Whidbey Animals Improvement Foundation (WAIF)
- c. Executive Session – Pending Litigation, Property Acquisition, and Personnel Issues

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!

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

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR



PROCLAMATION IN RECOGNITION OF

KOREAN WAR VETERANS REMEMBRANCE DAY **JULY 27, 2013**

WHEREAS, Sixty three years ago, the Communist invasion of the Republic of Korea summoned a generation of Americans to serve, from the landings at Inchon to the Pusan Perimeter, from Heartbreak Ridge to Chosin Reservoir, our forces fought with immeasurable courage in one of the defining moments of the Cold War; and

WHEREAS, July 27, 2013 marks the 60th anniversary of the Military Armistice Agreement signed at Panmunjom; and

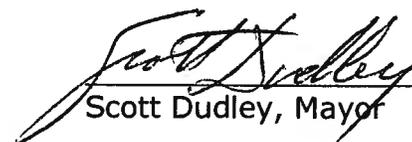
WHEREAS, we honor all who served in the Korean War, and pay lasting tribute and honor to the brave men and women who gave their lives for our Nation and the forces of freedom when, during three years of combat, American service members and allied forces overcame some of the most unforgiving conditions in modern warfare; and

WHEREAS, shortly after the Military Armistice Agreement was signed, President Dwight D. Eisenhower noted that "with special feelings of sorrow and of solemn gratitude we think of those who were called upon to lay down their lives in that far off land to prove once again that only courage and sacrifice can keep freedom alive upon the earth"; and

WHEREAS, sixty years later, we renew that call to honor, keeping faith with our Korean War veterans by upholding the ideals they fought to protect, and by supporting them with the care and respect they so deeply deserve.

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **July 27, 2013** as **Korean War Veterans Remembrance Day**, and encourage all Americans to recognize the valor and sacrifice of our veterans through appropriate public ceremonies and private prayers.

Signed this 23rd day of July, 2013


Scott Dudley, Mayor

City of Oak Harbor City Council Agenda Bill

Bill No. _____
Date: August 7, 2013
Subject: Employee Recognition –
Officer Ron Esparza

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.

AUTHORITY

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

FISCAL IMPACT DESCRIPTION

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

SUMMARY STATEMENT

The Mayor and City Council will recognize Officer Ron Esparza, Oak Harbor Police Department, for 10 years of service with the City.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Congratulate Officer Esparza for his 10 years of service.

ATTACHMENTS

None.

City of Oak Harbor City Council Agenda Bill

Bill No. _____
Date: August 7, 2013
Subject: Employee Recognition –
Officer Tony Slowik

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.

AUTHORITY

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

FISCAL IMPACT DESCRIPTION

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

SUMMARY STATEMENT

The Mayor and City Council will recognize Officer Tony Slowik, Oak Harbor Police Department, for 10 years of service with the City.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Congratulate Officer Slowik for his 10 years of service.

ATTACHMENTS

None.

Oak Harbor City Council
Regular Meeting Minutes
July 2, 2013

CALL TO ORDER

Mayor Pro Tem Danny Paggao called the meeting to order at 6:01 p.m.

INVOCATION/PLEDGE OF ALLEGIANCE

Councilmember Jim Campbell gave the invocation and Mayor Pro Tem Paggao led the Pledge of Allegiance.

ROLL CALL

Present:

Mayor Pro Tempore Danny Paggao
Councilmember Rick Almberg
Councilmember Jim Campbell
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
City Attorney Grant Weed
City Engineer Joe Stowell
City Clerk Valerie J. Loffler
Chief of Police Ed Green
Fire Chief Ray Merrill

Mayor Scott Dudley was absent and excused.

HONORS AND RECOGNITIONS

Proclamation for Help House Christmas in July

Councilmember Munns was joined at the podium by Jean Wieman as she proclaimed July 13, 2013, as Christmas in July, encouraging all citizens to contribute to the food drive for the North Whidbey Help House.

Neighborhood Watch Program

Officer Yzaguirre provided Council with an update to the Neighborhood Watch Program. She felt the community should have its own Neighborhood Watch identity and presented new signs with a new design. Officer Yzaguirre reported ten neighborhoods now have established programs.

APPROVAL OF AGENDA

Motion: Councilmember Campbell moved to approve the Agenda as presented. The motion was seconded by Councilmember Servatius and carried unanimously.

CITIZEN COMMENT PERIOD

Bob Olson, a local merchant, stated he could lose customers because a local campaign ad makes it appear he's endorsing that particular candidate for city council. Mr. Olson stated comments he made during the May 7th city council meeting were edited and appeared in the campaign ad shown on U-Tube and Facebook for Lucas Yonkman.

City Attorney Grant Weed told Mr. Olson the City doesn't have authority to regulate what is said or done in the context of a campaign. The appropriate forum would be the individual and the Washington State Public Disclosure Commission.

CONSENT AGENDA

- a. Minutes of the Regular City Council meeting held June 18, 2013 (as corrected)
- b. Approval of Accounts Payable Vouchers in the amount of \$641,289.25, consisting of Nos. 154606 through 154752
- c. Introduction of Ordinance 1662 Relating to the Oak Harbor Youth Commission
- d. Motion to Accept the Proposal from HarborSUP for the Marina Recreational Equipment Rental Operations, subject to an agreement providing for the terms of service
- e. Motion to authorize the Mayor to sign an Interlocal Agreement with Island County Regarding Law Enforcement Partnerships Grant
- f. Motion to set City Council Workshop Meetings for July 24, 2013; August 28, 2013; and September 25, 2013, at 3:00 – 5:30 p.m.

Motion: Councilmember Hizon moved to approve the Consent Agenda with the exception of the Minutes of June 18, 2013. Ms. Hizon pointed out an error in the spelling of "Howat."

Councilmember Munns moved to approve Minutes as corrected. The motion was seconded by Councilmember Campbell and carried unanimously.

The motion to approve the Consent Agenda, as amended, carried unanimously.

STAFF AND COUNCIL COMMENTS

City Administrator Dr. Larry Cort reported the regular workshops for July through September are set for the 4th Wednesday at 3:00 p.m. He added that work is underway for the retrofit of Freedom Kennels, and September 30th is the deadline for vacating the facility at the seaplane base. Staff is working with WAIF to be sure the facility meets current standards.

Dr. Cort further reported that Grant Weed is one of five "Super Lawyers" named by the Washington Bar Association in the subcategory of lawyers who serve municipalities. The City of Oak Harbor is honored to have the benefit of his expertise.

Councilmembers Munns, Servatius, and Hizon reported on the AWC Conference.

Councilmember Campbell reported that construction on the new Island County Transit facility south of Coupeville is moving along.

Mayor Pro Tem Danny Paggao stated he participated in the 100th anniversary celebration of the Neil Barn.

ORDINANCES AND RESOLUTIONS

Resolution 13-14: Awarding Lodging Tax Funds to North Whidbey Lions Club Car Show
Finance Director Doug Merriman provided the staff report. Lions Club Car Show Chairman Doug Tyler explained the application wasn't timely because the Rotary Club transitioned the event to them in the middle of the annual application cycle.

In response to questions from Councilmember Hizon, Mr. Merriman explained the funds would come from the beginning fund balance. Recipients of grant funds don't always spend everything awarded and funds were available.

Resolution 13-14: A Resolution of the City of Oak Harbor City Council Regarding the Acceptance and Approval of the Request for Funding for the 2013 North Whidbey Lions Club Car Show in the Amount of \$4,000

Motion: Councilmember Servatius moved to adopt Resolution 13-14. The motion was seconded by Councilmember Munns and carried unanimously.

PUBLIC MEETINGS/HEARINGS

Ordinance 1660 and 1661: Adopting the 2012 International Building and Fire Codes
Community Services Director Steve Powers provided the staff report.

Ordinance 1660: An Ordinance Amending Title 17 "Buildings" of the Oak Harbor Municipal Code to Adopt the 2012 International Building Codes with Specific Provisions Applicable to the City of Oak Harbor

Ordinance 1661: An Ordinance of the City of Oak Harbor Amending Title 8 "Fire" of the Oak Harbor Municipal Code to Adopt the 2012 International Fire Codes with Specific Provisions Applicable to the City of Oak Harbor

Motion: Councilmember Hizon moved to adopt Ordinance 1660. The motion was seconded by Councilmember Servatius and carried unanimously.

Motion: Councilmember Hizon moved to adopt Ordinance 1661. The motion was seconded by Councilmember Servatius and carried unanimously.

NEW BUSINESS

Resolution 13-16: Terminating Efforts to Replace the Marina C-Dock Roof
Development Services Director Steve Powers provided the staff report.

Resolution 13-16: A Resolution of the City of Oak Harbor Terminating Efforts to Replace the Marina C-Dock Roof

In response to a question from Councilmember Severns, Mr. Powers confirmed that any claim with the insurance company had been exhausted. The covered moorage wasn't worth the cost and overcoming permitting issues with other agencies.

Motion: Councilmember Servatius moved adopt Resolution 13-16. The motion was seconded by Councilmember Almberg and carried unanimously.

Professional Services Agreement with Hedeem & Caditz, PLLC
City Engineer Joe Stowell provided the staff report.

Mr. Stowell responded to questions from Council about the purpose and the increased costs.

Councilmember AlMBERG wanted to see a breakdown for the increased costs, and City Attorney Grant Weed explained it shouldn't be part of the public record because it would disclose a substantial amount of legal work. Mr. Weed added that based upon his review he was satisfied the additional cost was valid.

Motion: Councilmember Hizon moved to authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Hedeem & Caditz, PLLC, increasing the contract from \$20,000 to \$28,640. The motion was seconded by Councilmember Campbell and carried unanimously.

North Booster Station and North Transmission Main Projects

City Engineer Joe Stowell reviewed the project and previous council action in a Powerpoint presentation.

Councilmembers asked questions about ownership and operation of the line, funding and the Navy's share of the cost.

Motion: Councilmember Hizon moved to authorize the Mayor to sign the Consultant Agreement with Gray & Osborne, Inc. for design of the North Booster Station and North Transmission Main Projects in an amount not to exceed \$964,100. The motion was seconded by Councilmember Campbell and carried unanimously.

EXECUTIVE SESSION

At 7:24 p.m. Mayor Pro Tem Danny Paggao announced an executive session of approximately one hour to discuss pending litigation, property acquisition, and labor negotiations.

At 8:20 p.m. Mayor Pro Tem Paggao announced the executive session would continue until 9:00 p.m.

The meeting reconvened at 9:01 p.m. and Mayor Pro Tem Paggao announced the executive session would continue for another 30 minutes.

Motion: Councilmember Servatius moved to suspend the rules and extend the council meeting another 30 minutes. The motion was seconded by Councilmember Munns and carried unanimously.

At 9:33 p.m. the meeting reconvened and Mayor Pro Tem Paggao announced no action was taken.

Motion: Councilmember Hizon moved to suspend the rules and extend the council meeting another five minutes. The motion was seconded by Councilmember AlMBERG and carried unanimously.

Letter of Engagement

City Attorney Grant Weed provided a brief report on the letter of engagement with Ogden Murphy & Wallace.

Motion: Councilmember AlMBERG moved to authorize the Mayor to sign a Letter of Engagement with Ogden, Murphy & Wallace for Legal Services. The motion was seconded by Councilmember Campbell and carried unanimously.

Resolution 13-15: Terminating Additions and Increases to the Opt Out Policy

Resolution 13-15 A Resolution of the City of Oak Harbor City Council Effective June 25, 2013, to Change the City of Oak Harbor Employee Benefit Plan by Termination of any New Additions or Increases to the Employee Health Benefit Opt-Out Policy and Amending Resolution No. 12-14

Motion: Councilmember Servatius moved to adopt Resolution 13-15. The motion was seconded by Councilmember AlMBERG and carried unanimously.

ADJOURNMENT

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

The meeting adjourned at 9:38 p.m.

Valerie J. Loffler, City Clerk

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

Bill No. C/A 4.b.
Date: August 7, 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.

AUTHORITY

Oak Harbor Municipal Code Chapter 3.72.

RECOMMENDED ACTION

Approval of Accounts Payable Voucher Nos. 154753 through 154761 in the amount of \$607.84; 154762 in the amount of \$2,610.00; 154763 through 154896 in the amount of \$17,652.01; and 154897 through 154909 in the amount of \$1,628.36.

ATTACHMENTS

Voucher Lists

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154762	6/27/2013	0007066 HULL, MICHELLE	050213		PROF SVC/CONTRACT ATTORNEY	2,610.00
					Total :	2,610.00
		1 Vouchers for bank code :	bank		Bank total :	2,610.00
		1 Vouchers in this report			Total vouchers :	2,610.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
154753	6/27/2013	0007138 FORD, ANTHONY	Ref000206074		UB Refund Cst #00155368	140.00	
						Total :	140.00
154754	6/27/2013	0007132 HARRIS, MICHAEL	Ref000206067		UB Refund Cst #00159592	42.64	
						Total :	42.64
154755	6/27/2013	0007137 JONES, MELVINA	Ref000206073		UB Refund Cst #00150269	3.32	
						Total :	3.32
154756	6/27/2013	0007136 LAMAS, KEITH L	Ref000206071		UB Refund Cst #00124593	50.05	
						Total :	50.05
154757	6/27/2013	0007134 MURPHY, CHARLES	Ref000206069		UB Refund Cst #00123274	56.28	
						Total :	56.28
154758	6/27/2013	0007133 REINDAHL, THOMAS	Ref000206068		UB Refund Cst #00160617	57.03	
						Total :	57.03
154759	6/27/2013	0007135 SMITH, THOMAS	Ref000206070		UB Refund Cst #00124047	108.90	
						Total :	108.90
154760	6/27/2013	0001365 TARA PROPERTIES	Ref000206072		UB Refund Cst #00125010	43.92	
						Total :	43.92
154761	6/27/2013	0007139 WILSON, JENNY	Ref000206075		UB Refund Cst #00157586	105.70	
						Total :	105.70
9 Vouchers for bank code : bank						Bank total :	607.84
9 Vouchers in this report						Total vouchers :	607.84

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154763	7/1/2013	0007147 LYNDEN MUNICIPAL COURT	070113		BAIL/WARRANT# LPD C00007187-UITDI	598.00
					Total :	598.00
154764	7/8/2013	0000935 UNIVERSITY OF WASHINGTON	4194		REGISTRATION/BOYER	1,500.00
					Total :	1,500.00
154765	7/9/2013	0000066 AWC EMPLOYEES BENEFITS TRUST	070913		PREMIUMS	48.75
					Total :	48.75
154766	7/9/2013	0000860 STANDARD INSURANCE COMPANY	063013		LONG TERM DISABILITY	4,276.79
					Total :	4,276.79
154767	7/10/2013	0000950 LICENSING, WASHINGTON STATE DEPT OF	062513		CONCEALED WEAPONS PERMITS	760.00
					Total :	760.00
154768	7/11/2013	0002055 4IMPRINT, INC	2887887		BAG DISPENSER	1,605.46
					Total :	1,605.46
154769	7/11/2013	0000424 ALL BATTERY SALES AND SERVICE	1905701012025		BATTERIES	133.49
					Total :	133.49
154770	7/11/2013	0000028 ALL ISLAND LOCK & KEY	22444		KEYS	7.30
					Total :	7.30
154771	7/11/2013	0007158 AMADOR, DON	4358		MOORAGE REFUND	106.64
					Total :	106.64
154772	7/11/2013	0001072 AMERIFLEX, LLC	ADMIN00000219415		2013/ANNUAL RENEWAL	205.00
					Total :	205.00
154773	7/11/2013	0000712 AMERIGAS	3018620225		PROPANE/DOG POUND	93.96
					Total :	93.96
154774	7/11/2013	0000042 ANACORTES, CITY OF	900-9080-00		APR 2013/WATER PURCHASED	93,630.00
			901-9080-01		APR 2013/WATER PURCHASED	1,071.37
			901-9080-02		APR 2013/WATER PURCHASED	9,688.21

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154774	7/11/2013	0000042 0000042 ANACORTES, CITY OF			(Continued)	Total : 104,389.58
154775	7/11/2013	0002044 ANACORTES.NET/HOW IT WORKS	43160 43244		WEBSITE SERVICES UTILITY PAGE ADJUSTMENTS	957.50 21.25 Total : 978.75
154776	7/11/2013	0004019 ASSOCIATED PETROLEUM PRODUCTS	0446669-IN 0448807-IN 0449295-IN		FUEL FUEL FUEL	13,728.71 5,953.06 36,274.63 Total : 55,956.40
154777	7/11/2013	0000159 AT&T MOBILITY	287249477751X0624201		AIRCARDS	420.60 Total : 420.60
154778	7/11/2013	0006522 ATTORNEY & NOTARY SUPPLY	062713 108369		REGISTRATION/HOBERT NOTARY STAMP	125.00 113.59 Total : 238.59
154779	7/11/2013	0000065 AVOCET ENVIRONMENTAL TESTING	1301802-IN		TESTING SERVICES	112.00 Total : 112.00
154780	7/11/2013	0004733 BARRON HEATING & AIR COND, INC	136795		BEARING REPLACEMENTS	785.62 Total : 785.62
154781	7/11/2013	0000083 BAZA, ALVIN	EXP REIMB		EXP REIMB	85.00 Total : 85.00
154782	7/11/2013	0000094 BERG VAULT COMPANY	56470		LID/STEEL INSERTS	104.20 Total : 104.20
154783	7/11/2013	0000103 BLADE CHEVROLET, INC	494619		JUN 2013/VEHICLE RENTAL	600.00 Total : 600.00
154784	7/11/2013	0000109 BLUMENTHAL UNIFORMS	10463		JACKET/GREEN	146.73 Total : 146.73
154785	7/11/2013	0000112 BOB BARKER COMPANY, INC	WEB000273564		JAIL SUPPLIES	320.34

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154785	7/11/2013	0000112 0000112 BOB BARKER COMPANY, INC	(Continued)			Total : 320.34
154786	7/11/2013	0003097 BOYER, TALLIE	TRAVEL ADVANCE		TRAVEL ADVANCE	240.50
						Total : 240.50
154787	7/11/2013	0000137 BRIM TRACTOR COMPANY	IM65594		WINDOW	505.27
						Total : 505.27
154788	7/11/2013	0000627 CAPITAL ONE COMMERCIAL	127505265211 186671265211		SUPPLIES SUPPLIES	432.30 964.43
						Total : 1,396.73
154789	7/11/2013	0006215 CAROLLO	0129095 0129097		PROF SVC/PRELIMINARY ENGINEERIN PROF SVC/WASTEWATER TREATMENT	34,607.61 235,580.25
						Total : 270,187.86
154790	7/11/2013	0000150 CASCADE NATURAL GAS	08793000004 18583000007 36624000000 40661045647 58793000009 80434000008 82193000005 90134000000		NATURAL GAS/POLICE STATION NATURAL GAS/TREATMENT PLANT NATURAL GAS/FIRE STATION NATURAL GAS/ANIMAL SHELTER NATURAL GAS/CITY HALL NATURAL GAS/CITY SHOP NATURAL GAS/ANNEX NAUTRAL GAS/ADULT CARE CENTER	35.68 10.00 150.18 10.00 216.23 351.27 11.46 34.95
						Total : 819.77
154791	7/11/2013	0000167 CHEVRON AND TEXACO BUSINESS	38336379		FUEL	111.20
						Total : 111.20
154792	7/11/2013	0005773 COMCAST	062013		OVERPAYMENT ON INVOICE #ENG-201	674.48
						Total : 674.48
154793	7/11/2013	0005773 COMCAST	8498300270032002 8498300270032028 8498300290363841		COMCAST CABLE XFINITY INTERNET CHARGES	111.50 12.26 207.56
						Total : 331.32
154794	7/11/2013	0000202 COREY OIL COMPANY	74093		FUEL	97.29

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154794	7/11/2013	0000202 0000202 COREY OIL COMPANY			(Continued)	Total : 97.29
154795	7/11/2013	0004598 COURTYARD BY MARRIOTT	57124		HOTEL ACCOMMODATIONS/BEBEE	163.25
			57125		HOTEL ACCOMMODATIONS/WELSHAN	147.92
			57126		HOTEL ACCOMMODATINOS/HUBBARD	147.92
					Total :	459.09
154796	7/11/2013	0003065 COVENANT JANITORIAL	1335870		JUN 2013/JANITORIAL SERVICES	3,465.40
					Total :	3,465.40
154797	7/11/2013	0000217 CUES, INC	389388		RESISTOR/IC RESET/SMARTWATCH/R/	584.90
					Total :	584.90
154798	7/11/2013	0000222 CUSTOM ENGRAVING	13-760		LEAF PLAQUE	48.92
					Total :	48.92
154799	7/11/2013	0000256 DAY WIRELESS SYSTEMS	331808		DEPOT REPAIR	149.47
			336379		RADIO TEMPLATE	38.05
			337550		RADIO INSTALLATION	239.14
					Total :	426.66
154800	7/11/2013	0000247 DIAMOND RENTALS	1-500608-18		PORTABLES	49.95
			1-500619-18		PORTABLES	49.95
			1-500627-18		PORTABLES	49.95
			1-501576-15		PORTABLES	49.95
			1-502855-14		PORTABLES	49.95
			1-505564-10		PORTABLES	49.95
			1-505564-9		PORTABLES	49.95
			1-505566-9		PORTABLES	49.95
			1-507193-7		PORTABLES	49.95
			1-508403-4		PORTABLES	99.90
			1-508905-3		PORTABLES	49.95
			1-509362-2		PORTABLES	49.95
			1-509920-2		PORTABLES	99.90
			1-510057		PORTABLES	49.95
			1-510522		PORTABLES	99.90
			1-510529		PORTABLES	49.95
			1-510914		EXTRA PUMPING	63.80

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154800	7/11/2013	0000247 DIAMOND RENTALS	(Continued) 1-511081 1-511191 1-511362		PORTABLES PERSONAL CAN PUMPING CHAIN SHARPENING	255.20 47.85 10.87 Total : 1,326.77
154801	7/11/2013	0000254 DON'S WELDING	1350		WATER SHUTOFF	81.52 Total : 81.52
154802	7/11/2013	0005840 DUDLEY, SCOTT	TRAVEL REIMB		TRAVEL REIMB	346.35 Total : 346.35
154803	7/11/2013	0000257 DUTCH MAID CLEANERS	063013 1041		JUN 2013/LAUNDRY SERVICES JUN 2013/LAUNDRY SERVICES	454.00 8.70 Total : 462.70
154804	7/11/2013	0000273 EDGE ANALYTICAL, INC	13-09932		TESTING SERVICES	1,024.00 Total : 1,024.00
154805	7/11/2013	0007161 EWING	6594561		CLASSIC HERB	259.62 Total : 259.62
154806	7/11/2013	0005086 EZINE INDUSTRIES, INC	837086		JUN 2013/COMMUNITY ALERT NETWOF	9.75 Total : 9.75
154807	7/11/2013	0002900 FASTENAL	WAOAK14417 WAOAK14426 WAOAK14453		LAG SHLD/GALVHEX LAG CABLE TIE SDS/BHSCS	35.86 16.72 27.02 Total : 79.60
154808	7/11/2013	0000959 FIREFIGHTERS, WASHINGTON STATE ASSO	1208036-56012323		REGISTRATION/ENGL	205.00 Total : 205.00
154809	7/11/2013	0007141 FREEDOM PROPERTIES, LLC	062713 073113		KENNEL SERVICES AUG 2013/ANIMAL SHELTER	151.26 2,500.00 Total : 2,651.26
154810	7/11/2013	0000355 FRONTIER	007-9244		CURRENT PHONE CHARGES	282.32

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154810	7/11/2013	0000355 FRONTIER	(Continued)			
			240-2350		CURRENT PHONE CHARGES	1,124.94
			675-1568		CURRENT PHONE CHARGES	202.24
			675-1572		CURRENT PHONE CHARGES	58.75
			675-2111		CURRENT PHONE CHARGES	59.18
			675-3121		CURRENT PHONE CHARGES	53.42
			675-6794		CURRENT PHONE CHARGES	54.53
			675-6858		CURRENT PHONE CHARGES	53.42
			679-0500		CURRENT PHONE CHARGES	58.37
			679-1640		CURRENT PHONE CHARGES	53.57
			679-1651		CURRENT PHONE CHARGES	58.75
			679-1789		CURRENT PHONE CHARGES	53.57
			679-2628		CURRENT PHONE CHARGES	317.56
			679-3902		CURRENT PHONE CHARGES	57.47
			679-8477		CURRENT PHONE CHARGES	78.18
			679-8702		CURRENT PHONE CHARGES	67.01
			770-2694		CURRENT PHONE CHARGES	40.11
			770-2715		CURRENT PHONE CHARGES	31.50
					Total :	2,704.89
154811	7/11/2013	0007131 FULLERTON & ASSOCIATES	13-015		CONSULTING SERVICES	30.00
					Total :	30.00
154812	7/11/2013	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	1,410.86
					Total :	1,410.86
154813	7/11/2013	0000330 GARDNER, TERI	EXP REIMB		EXP REIMB	115.87
			TRAVEL REIMB		TRAVEL REIMB	213.50
			TRAVEL REIMB2		TRAVEL REIMB	142.84
					Total :	472.21
154814	7/11/2013	0000349 GRAINGER	9171644751		BALL BEARING	56.09
					Total :	56.09
154815	7/11/2013	0002747 GUARDIAN SECURITY	438997		ALARM MONITORING	57.00
					Total :	57.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154816	7/11/2013	0004707 HD SUPPLY FACILITIES MAINT	9123194255		TOILET SEATS	317.36
Total :						317.36
154817	7/11/2013	0000694 HD SUPPLY WATERWORKS	9997880		NUT/DOME	276.96
Total :						276.96
154818	7/11/2013	0006629 HIZON, TARA	TRAVEL REIMB		TRAVEL REIMB	346.35
Total :						346.35
154819	7/11/2013	0003095 HOME DEPOT CREDIT SERVICES	1024774		80SAKSAND	4.93
			1024886		BALLAST/FILTERS	135.77
			1181198		FLOWER SEEDS	50.10
			2021916		NYL RECPT IV	15.19
			2022044		8OZ TSL	19.51
			2024518		COMBO/DUST PANS	510.84
			2024540		BURNERS/SHADE TECH/TANKS	453.22
			22183		PACK/FLASH/SCRAPS	56.90
			27778		40W GLOBE 4/2090 CP	47.09
			3024269		BIT/CASTERS/INDCSTR	92.10
			3042620		MINIROLTRY/FRAME/PLC4FTT12/BRUS	61.48
			3093385		GRAY SEAL	6.36
			3093415		GRAY SEAL	-6.36
			3160975		TIMBER	49.95
			3560247		BRUSH/WF BR/LATDISG/AEROSOL	65.15
			4024019		PAINT	25.51
			4026734		FITTINGS	24.77
			4041812		LIQDRNCR640Z	10.86
			4055069		THRDED RODS	6.40
			41182		COUPLERS/SCH401.25/ELBOWS/CONC	56.43
			41184		COUPLERS	1.38
			5040971		MASKING TAPE/2090 CP	91.07
			5042355		SPRAY PAINT	10.84
			5084027		SCRPADREFL	-23.24
			5094231		COUPLERS/ELBOWS/FITTINGS	-17.30
			571632		WIRE	19.25
			6561796		NAILS/R13KF15X32	19.07
			6592219		LIQ NAIL HD	2.75

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154819	7/11/2013	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			7561563		BIRCH/SCREWS	119.96
			7570961		MOSSGRN/SEAL	14.77
			7572871		FILTER/UNION	41.87
			7584581		TAPE/CONN/ROLL	11.75
			8020126		TRIOX/PPEXSGDPBS5G	192.89
			8092892		PLC8FT75W	-82.62
			8561421		PIPE PUSHINGS/BRASS FITTINGS	22.71
			8564896		PLC8FT75W	82.62
			9028188		TRIOX/QC FITTING	46.12
			9165818		TOP SOIL	85.78
			9169598		SOFT HOSE/ANNUAL	36.94
			9564818		TAPE/RBBUNDRCT	71.52
			970359		PM14X10005DS/GTWN2800DWW	560.97
					Total :	2,995.30
154820	7/11/2013	0000394 HUMAN RESOURCE SERVICES	062413		JUL 2013/UNEMPLOYMENT SERVICES	110.00
					Total :	110.00
154821	7/11/2013	0000417 INDUSTRIAL BOLT & SUPPLY	536115-2		STRIP	215.22
					Total :	215.22
154822	7/11/2013	0004410 ISLAND COUNTY PUBLIC HEALTH	1183		HEPATITIS IMMUNIZATIONS	60.00
					Total :	60.00
154823	7/11/2013	0000410 ISLAND COUNTY SOLID WASTE	063013		JUN 2013/TIPPING FEES	69,725.12
					Total :	69,725.12
154824	7/11/2013	0000411 ISLAND COUNTY TREASURER	070113		CRIME VICTIM COMPENSATION	254.26
					Total :	254.26
154825	7/11/2013	0000415 ISLAND DISPOSAL	060513		MAY 2013/COLLECTION CHARGES	12,703.89
					Total :	12,703.89
154826	7/11/2013	0000445 JACKSON HIRSH, INC	0864986		DRIVER LICENSE	94.79
					Total :	94.79
154827	7/11/2013	0007162 JENNINGS, WILL	TRAVEL REIMB		TRAVEL REIMB	328.74

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154827	7/11/2013	0007162 0007162 JENNINGS, WILL			(Continued)	Total : 328.74
154828	7/11/2013	0000477 KESSELRING'S	39577		HOLSTER/FERGUSON	97.82
						Total : 97.82
154829	7/11/2013	0000494 LAKESIDE INDUSTRIES	5032337MB		DUMP FEES	220.45
						Total : 220.45
154830	7/11/2013	0000889 LANGUAGE EXCHANGE	12		MUNICIPAL COURT INTERPRETER	385.00
						Total : 385.00
154831	7/11/2013	0004502 LEXISNEXIS RISK DATA MANAGE	1404645-20130630		JUN 2013/MINIMUM COMMITMENT	54.35
						Total : 54.35
154832	7/11/2013	0002729 MAILFINANCE	H4064513		LEASE PAYMENT	806.84
						Total : 806.84
154833	7/11/2013	0000530 MAILLIARD'S LANDING NURSERY	71599		SOIL	45.61
			72624		YARD WASTE	259.35
			72695		YARD WASTE	248.85
			72774		YARD WASTE	324.45
			72833		YARD WASTE	418.95
			72904		YARD WASTE	498.05
			73103		YARD WASTE	177.80
			73146		YARD WASTE	190.75
			73221		YARD WASTE	240.10
			73279		YARD WASTE	269.50
			73341		YARD WASTE	308.35
			73505		YARD WASTE	148.05
			73637		YARD WASTE	191.45
			73685		YARD WASTE	217.70
			73726		YARD WASTE	194.25
			73874		YARD WASTE	136.50
			73912		YARD WASTE	128.80
			73956		YARD WASTE	134.05
			74007		YARD WASTE	195.65
			74056		YARD WASTE	233.80

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154833	7/11/2013	0000530 0000530 MAILLIARD'S LANDING NURSERY	(Continued)			Total : 4,562.01
154834	7/11/2013	0000660 MARKET PLACE FOOD & DRUG	681624 708161		GROCERIES GROCERIES	534.85 346.72 Total : 881.57
154835	7/11/2013	0000362 MARSH-MCBIRNEY - HACH COMPANY	8362613		FLUORIDE	34.83 Total : 34.83
154836	7/11/2013	0000040 MATRIX	608129172		LONG DISTANCE	403.84 Total : 403.84
154837	7/11/2013	0006028 MCI COMM SERVICE	679-3902		LONG DISTANCE	36.97 Total : 36.97
154838	7/11/2013	0004818 MICHAEL BOBBINK LAND USE SRVCS	061813		JUN 2013/HEARING EXAMINER SERVIC	1,500.00 Total : 1,500.00
154839	7/11/2013	0007163 MICRO DATA	41483		CRIMINAL CITATION FORMS	446.32 Total : 446.32
154840	7/11/2013	0000538 MID AMERICAN RESEARCH CHEMICAL	0499165-IN		STRIKE FORCE/OIL/WIPES/TOWELETT	469.59 Total : 469.59
154841	7/11/2013	0000586 MOTOROLA SOLUTIONS, INC	13960783		RADIOS	2,108.66 Total : 2,108.66
154842	7/11/2013	0007164 NATIONAL TESTING NETWORK	1997		MEMBERSHIP	500.00 Total : 500.00
154843	7/11/2013	0004084 NAVFACENCOM FEC SW/NW	20130628T061		JUN 2013/ANIMAL SHELTER	329.49 Total : 329.49
154844	7/11/2013	0007165 NORTHWEST FIRE TRAINING GROUP	84915		REGISTRATION/KLASZKY	250.00 Total : 250.00
154845	7/11/2013	0005813 NORTHWEST SAFETY CLEAN	13-5562		UNIFORM INSEPCCTIONS	924.45 Total : 924.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154846	7/11/2013	0000672 OAK HARBOR ACE	221205		PRIMER/CEMENT/ADAPTER/TEST PLU	42.74
			221333		STRAP/THREAD SEAL TAPE/ELBOW	12.22
			223524		TAPE/RUBBER SPONGE	19.54
			223675		DUCT TAPE	26.50
			223758		BROOM/KEY	23.33
			223814		BLADE/PLUG	5.41
			223869		BULB/SPRING/WALL PLATE	32.58
			223903		CATCH	3.87
			223905		SHACKLE	4.66
			224120		HEDGE TRIMMER	293.45
			224130		ROLLER/COVERS/PAINTBRUSHES	39.45
			224152		RUST NTRLZER	20.63
			224181		FREIGHT	15.78
			224219		SPRAY/REMOVER	19.54
			224227		FASTENERS/CONNECTOR	51.88
			224451		PADLOCK	24.99
			224541		PRESSURE GAUGE	11.95
					Total :	648.52
154847	7/11/2013	0000668 OAK HARBOR AUTO CENTER	001-168815		NAPTHA	6.64
			001-171007		SPEED SENSOR	18.07
			001-171081		CORE DEPOSIT	92.80
			001-171086		FILTERS	39.22
			001-171257		OXYGEN SENSOR	47.43
			001-171275		FILTERS	12.19
			001-171340		OXYGEN SENSOR	32.69
			001-171345		OXYGEN SENSOR	6.96
			001-171350		FILTERS	4.40
			001-171384		MINI LAMP	39.25
			001-171774		ELECTRICAL PRODUCTS/SPARK PLUG	9.83
			001-171785		TIRE/AIR	128.67
			001-171811		STARTER	21.96
			001-172009		DR/CLICK	38.99
					Total :	499.10
154848	7/11/2013	0003092 OAK HARBOR SIGNS	154		NEIGHBORHOOD WATCH SIGNS	380.45

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154848	7/11/2013	0003092 0003092 OAK HARBOR SIGNS			(Continued)	Total : 380.45
154849	7/11/2013	0000665 OFFICEMAX, INC	186035		LABELS	58.50
						Total : 58.50
154850	7/11/2013	0000677 OHPD INVESTIGATIVE FUND	073113		REPLENISH DRUG FUND	2,678.12
						Total : 2,678.12
154851	7/11/2013	0005867 PACIFIC POWER BATTERIES	82063		BATTERY	96.30
						Total : 96.30
154852	7/11/2013	0002985 PACIFIC TIRE CO. INC	0066893		TIRES	71.41
			0067038		TIRES	63.84
			0067040		TIRES	818.42
			0067171		TIRES	466.93
			0067276		TIRES	47.61
			0067368		TIRES	499.83
						Total : 1,968.04
154853	7/11/2013	0001349 PARTNER CONSTRUCTION PRODUCTS	5848		TACK/DETACK	2,122.37
						Total : 2,122.37
154854	7/11/2013	0000710 PLATT ELECTRIC SUPPLY, INC	5042692		RELAY	145.31
						Total : 145.31
154855	7/11/2013	0000743 PUGET SOUND ENERGY	200003131170		ELECTRICITY/WELL #7	12.21
			200010549943		ELECTRICITY/WELL #6	12.21
			220000321194		ELECTRICITY/SL6 NE GOLDIE STREET	24.20
			300000007421		ELECTRICITY/STREET LIGHTS	2,842.22
						Total : 2,890.84
154856	7/11/2013	0002997 QUINTON DESIGN & ELECTRICAL	2258		POWER INSTALLATION	1,082.22
						Total : 1,082.22
154857	7/11/2013	0000965 REVENUE, WASHINGTON STATE DEPT OF	071013		2ND QTR 2013/LEASEHOLD EXCISE TA	25,216.90
						Total : 25,216.90
154858	7/11/2013	0002508 RINEY PRODUCTION SERVICES	10-1081		RECORDING SERVICES	2,050.35

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154858	7/11/2013	0002508	0002508 RINEY PRODUCTION SERVICES		(Continued)	Total : 2,050.35
154859	7/11/2013	0006727	ROMAINE ELECTRIC		CLUTCH	55.60
					BATTERY	96.07
						Total : 151.67
154860	7/11/2013	0004415	SEATTLE PUMP		HOSE/SKID/WAND	799.49
						Total : 799.49
154861	7/11/2013	0000809	SENIOR SERVICES OF ISLAND		JUN 2013/SENIOR SERVICES	1,500.00
						Total : 1,500.00
154862	7/11/2013	0002358	SERVICEMASTER OF THE ISLAND		JUL 2013/JANITORIAL SERVICES	775.00
						Total : 775.00
154863	7/11/2013	0003782	SHARP ELECTRONICS CORPORATION		MAY 2013/MAINTENANCE CONTRACT	5.72
						Total : 5.72
154864	7/11/2013	0000822	SHRED-IT USA, INC		SHREDDING	49.50
					SHREDDING	49.50
						Total : 99.00
154865	7/11/2013	0007160	SIFFORD, LAURRIN		KEY DEPOSIT REFUND	5.00
						Total : 5.00
154866	7/11/2013	0000843	SOLID WASTE SYSTEMS, INC		GASKET	358.23
						Total : 358.23
154867	7/11/2013	0000846	SOUND PUBLISHING		REQUEST FOR PROPOSALS	161.98
						Total : 161.98
154868	7/11/2013	0000863	STERKEL, TIMOTHY		EXP REIMB	216.39
						Total : 216.39
154869	7/11/2013	0007157	STOESSEL, KRISTOPHER		MOORAGE REFUND	214.13
						Total : 214.13
154870	7/11/2013	0000874	SURETY PEST CONTROL		PEST EXTERMINATION	43.48

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154870	7/11/2013	0000874 SURETY PEST CONTROL	(Continued)			
			362623		PEST EXTERMINATION	30.44
			367472		PEST EXTERMINATION	54.35
			367506		PEST EXTERMINATION	43.48
			367507		PEST EXTERMINATION	30.44
			367508		PEST EXTERMINATION	30.44
			367510		PEST EXTERMINATION	43.48
			367511		PEST EXTERMINATION	32.61
			367513		PEST EXTERMINATION	38.05
					Total :	346.77
154871	7/11/2013	0007159 TOMEI, ALEXANDRA	070213		KEY DEPOSIT REFUND	5.00
					Total :	5.00
154872	7/11/2013	0000986 TRANSPORTATION, WASHINGTON STATE DE RE 41 JA8092 L002			PROF SVC/WATER MAIN REPAIR	1,237.71
					Total :	1,237.71
154873	7/11/2013	0001053 TREASURER, WASHINGTON STATE	070113		COURT/BC FEES	13,296.43
					Total :	13,296.43
154874	7/11/2013	0006729 TREE SOLUTIONS, INC	26351		PROF SVC/POST OFFICE OAK TREE	982.00
					Total :	982.00
154875	7/11/2013	0000922 UNUM LIFE INSURANCE COMPANY	061813		LONG TERM CARE	142.20
					Total :	142.20
154876	7/11/2013	0004903 US BANK	4485591000611990		CREDIT CARD PURCHASES	1,216.16
					Total :	1,216.16
154877	7/11/2013	0004903 US BANK	4485590001840921		CREDIT CARD PURCHASES	478.54
					Total :	478.54
154878	7/11/2013	0006851 US MOWER	270060		BOOM BENT/JIB HARDLINE	115.40
					Total :	115.40
154879	7/11/2013	0000926 USBLUEBOOK	991448		REPLACEMENT MIXER PROP/EYE WAS	166.23
					Total :	166.23

Voucher List
City of Oak Harbor

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154880	7/11/2013	0000934 UTILITIES UNDERGROUND LOCATION	3060168		JUN 2013/LOCATES	90.60
					Total :	90.60
154881	7/11/2013	0000932 VERIZON WIRELESS	9706275483		COMMUNICATION CHARGES	10,964.79
					Total :	10,964.79
154882	7/11/2013	0007166 VETERANS NORTHWEST CONST	1		PROF SVC/NORTH RESERVOIR	143,881.38
					Total :	143,881.38
154883	7/11/2013	0000978 WALLACE, RICHARD	EXP REIMB		EXP REIMB	142.09
					Total :	142.09
154884	7/11/2013	0000953 WASH MUNICIPAL CLERKS ASSOC	050113		MEMBERSHIP/LOFFLER	100.00
					Total :	100.00
154885	7/11/2013	0001639 WASHINGTON CITIES INSURANCE	OH-150		REGISTRATION/WILKIE	50.00
					Total :	50.00
154886	7/11/2013	0001044 WASHINGTON CRIMINAL JUSTICE	20-1-12449		REGISTRATION/CARTER	500.00
					Total :	500.00
154887	7/11/2013	0001052 WASHINGTON STATE PATROL	00050960		TRAFFIC CONTROL	639.42
					Total :	639.42
154888	7/11/2013	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW OI 13			PROF SVC/GENERAL 2013	24,030.10
					Total :	24,030.10
154889	7/11/2013	0003486 WESTERN FACILITIES SUPPLY, INC	415054-00		CLEANER	58.59
					Total :	58.59
154890	7/11/2013	0005064 WHATCOM COUNTY AS FINANCE	19452		2ND QTR 2013/MINI CHAIN	444.75
					Total :	444.75
154891	7/11/2013	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1247		JUN 2013/ANIMAL SHELTER	7,083.33
					Total :	7,083.33
154892	7/11/2013	0001007 WHIDBEY CLEANERS	241646		EMBROIDERY	10.87
					Total :	10.87

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154893	7/11/2013	0000675 WHIDBEY COMMUNITY PHYSICIANS	682685		PHYSICAL/SHELLEY	225.00
Total :						225.00
154894	7/11/2013	0001005 WHIDBEY GENERAL HOSPITAL	1303300016		INMATE SERVICES	697.32
			1303300016		INMATE SERVICES	215.05
			1303600526		INMATE SERVICES	671.50
Total :						1,583.87
154895	7/11/2013	0001017 WHIDBEY PRINTERS	46303		AP ENVELOPES	233.71
Total :						233.71
154896	7/11/2013	0001010 WHIDBEY TELECOM	3597870		FIRE ALARM	63.05
Total :						63.05
134 Vouchers for bank code : bank						Bank total : 817,652.01
134 Vouchers in this report						Total vouchers : 817,652.01

Voucher List
City of Oak Harbor

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154897	7/16/2013	0007154 BLOSSOM, JESSIN	Ref000206438		UB Refund Cst #00158420	280.12
					Total :	280.12
154898	7/16/2013	0001900 CASCADE PROPERTIES	Ref000206429		UB Refund Cst #00121725	74.12
					Total :	74.12
154899	7/16/2013	0007155 EDWARDS, DANYALE	Ref000206439		UB Refund Cst #00160399	119.44
					Total :	119.44
154900	7/16/2013	0007148 FABER, JOHN	Ref000206427		UB Refund Cst #00120363	52.25
					Total :	52.25
154901	7/16/2013	0001494 HOMES FOR RENT	Ref000206428 Ref000206431 Ref000206434		UB Refund Cst #00120776 UB Refund Cst #00122921 UB Refund Cst #00124873	135.02 165.90 4.20
					Total :	305.12
154902	7/16/2013	0007153 JONES, CONI	Ref000206437		UB Refund Cst #00157961	84.57
					Total :	84.57
154903	7/16/2013	0000483 KOETJE AGENCY	Ref000206440		UB Refund Cst #00161501	334.56
					Total :	334.56
154904	7/16/2013	0007149 LINDBERG, CARL	Ref000206430		UB Refund Cst #00122898	111.70
					Total :	111.70
154905	7/16/2013	0007152 MATTILA & MATTILA LLC	Ref000206436		UB Refund Cst #00145752	143.41
					Total :	143.41
154906	7/16/2013	0006372 PELTIER, CHARLOTTE	Ref000206435		UB Refund Cst #00125443	11.45
					Total :	11.45
154907	7/16/2013	0007156 PONCE, MEGHAN	Ref000206441		UB Refund Cst #00161533	83.15
					Total :	83.15
154908	7/16/2013	0007151 RODRIGUEZ, SANDRA MARIE	Ref000206433		UB Refund Cst #00124826	20.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154908	7/16/2013	0007151 0007151 RODRIGUEZ, SANDRA MARIE	(Continued)			Total : 20.00
154909	7/16/2013	0007150 RUMBOLD, JEFFREY JON	Ref000206432		UB Refund Cst #00123844	8.47
					Total :	8.47
13	Vouchers for bank code :	bank			Bank total :	1,628.36
13	Vouchers in this report				Total vouchers :	1,628.36

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.c.
Date: August 7, 2013
Subject: Excused Absence Request
for Danny Paggao


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

The purpose of the agenda bill is to present and approve Councilmember Danny Paggao's excused absence request for the August 28, 2013 workshop meeting, and the September 3, 2013 regular council meeting.

SUMMARY STATEMENT

Councilmember Paggao has submitted an excused absence request for the workshop meeting of August 28, 2013 and the regular council meeting of September 3, 2013.

RECOMMENDED ACTION

Approve Councilmember Paggao's excused absence from the August 28, 2013 workshop meeting and the September 3, 2013 regular council meeting.

ATTACHMENTS

Excused Absence Request

**CITY COUNCIL MEMBER
EXCUSED ABSENCE REQUEST**

NAME DANNY PAGGAO DATE JULY 15, 2013

Will be absent from AUG. 23, 2013 to SEPT. 12, 2013,

and will miss the AUG. 28, 2013 City Council meeting(s).
AND SEPT. 3, 2013

Signed: _____

Danny Paggaio

Comments:

ON CRUISE SHIP AUG. 26 TO SEPT 8, 2013 (England, France, Scotland
IN NEW YORK SEPT 8 TO SEPT 12, 2013 and Ireland)

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

Bill No. C/A 4.d.
Date: August 7, 2013
Subject: Introduction - Ordinance 1664
Consideration of Ordinances


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

The purpose of the agenda bill is to introduce proposed Ordinance No. 1664 amending the Oak Harbor Municipal Code to allow adoption of ordinances at the meeting at which the ordinance is introduced.

SUMMARY STATEMENT

At the Workshop meeting of June 4, 2013, Council reviewed options to streamline the agenda and make Council meetings more efficient. One of the revisions discussed was to allow adoption of ordinances at the meeting at which the ordinance is introduced. This revision would require an amendment to the municipal code and the attached draft Ordinance No. 1664 would implement this change. The draft ordinance also includes some housekeeping amendments.

State statutes are silent as to how ordinances are to be initiated. Except for franchise and emergency ordinances, most ordinances may be passed during the same meeting at which they are introduced. There is also no requirement than an ordinance be "read," or if read, there is no requirement (or limitation) that it be read by title only. A reading provides both the Council and members of the public with notice of the topic under consideration.

By past practice, an ordinance has been introduced at least one full council meeting prior to the meeting it is considered for adoption. After introduction, the ordinance is then continued to a scheduled subsequent full council meeting for additional consideration and action. For most ordinances considered by the City Council, this current process is redundant and inefficient. Allowing the adoption of ordinances at the same meeting at which they are introduced (unless precluded by law) will result in smaller packets. Smaller packets translate to saving staff time and copying costs and time spent in Council meetings repeating the presentation and discussion a second time.

Because consideration of this ordinance must follow our current two-step practice, draft Ordinance No. 1664 is set for introduction on August 7, 2013 and scheduled for consideration on September 3, 2013.

RECOMMENDED ACTION

Motion to introduce Ordinance No. 1664 for consideration on September 3, 2013.

ATTACHMENTS

Draft Ordinance No. 1664

ORDINANCE NO. 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

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

Section One. Section 1.04.010, Time and place of full council meetings, of the Oak Harbor Municipal Code be, and the same hereby is amended to read as follows:

1.04.010 Time and place of full council meetings.

(1) The full council of the city of Oak Harbor shall meet on the first Tuesday of each month. There shall be a second regular full council meeting each month, except in the months of July and August, on the second Tuesday following the first monthly council meeting.

(2) If the date of any of the full council meetings above scheduled falls on an official holiday, as set forth in the statutes of the state of Washington, or on a day on which a general election or a primary for a general election is to be conducted or on National Night Out, the regular full council meeting shall be held at the same time on the following day.

(3) Regular full council meetings will be held at City Hall in the city of Oak Harbor and shall start at 6:00 p.m. and end at 9:00 p.m. unless extended by the majority vote of the Council. (Ord. 1664 § 1, 2013; Ord. 1578 § 2, 2010; Ord. 1559 § 1, 2009; Ord. 1407 § 1, 2005; Ord. 1308 § 1, 2002; Ord. 1070 § 1, 1996; Ord. 351 § 2, 1973).

Section Two. Section 1.04.020, Public notice for full council agenda – Introduction of action, of the Oak Harbor Municipal Code be, and the same hereby is amended to read as follows:

1.04.020 Public notice for full council agenda – Introduction of action.

(1) It is directed that:

(a) The ~~list of~~ agenda ~~items~~ with abbreviated item descriptions shall generally be completed and available by ~~Thursday at 12:00~~ noon on the Thursday the week preceding a regular before a regular full council meeting. Additionally, this ~~list~~agenda shall be mailed by U.S. mail or electronic mail or faxed to newspapers, radio stations and television stations which request notice of public meetings.

(b) The full agenda packet shall generally be available by noon on the Thursday before a regular full council meeting. The agenda packet shall be posted on the City website.

Nothing in this subsection shall be construed as requiring that only the items identified on the lists agenda described in this subsection may be heard at the full council meeting or that agenda

items cannot be deleted ~~from the list~~. Thus, for example, but not as limitation, emergency matters, ~~parade permit applications~~, amendments to the budget, and approval of contracts may be added to the agenda after preparation ~~of the agenda~~ is complete.

~~(2) An ordinance other than an emergency ordinance, budget amendment, moratorium ordinance or ordinance to be passed after a public hearing shall be introduced at least one full council meeting prior to the one it is considered for passage. After introduction and consideration, the ordinance shall then be continued to a scheduled subsequent full council meeting for additional consideration and for action such as passage, rejection or continuance to another hearing date. The ordinance may be amended at any time prior to passage including at the time of introduction before the council. Amendment of a proposed ordinance shall not mandate delay of passage of the ordinance.~~

(32) Matters introduced by a councilmember which are seconded by another councilmember and not on the agenda shall be set over to another full council meeting for consideration and action, if any. Every councilmember-initiated agenda item shall be stated by the initiating councilmember for the agenda in the form of a proposed action item such as council discussion, a motion, resolution or ordinance. As an exception to the provision of this subsection, the following matters after motion and second may be considered and acted upon during the same meeting they are introduced:

- (a) Matters declared an emergency;
- (b) Directions to staff to prepare documents or reports or both for consideration; or
- (c) Scheduling of meetings. (Ord. 1664 § 2, 2013; Ord. 1578 § 4, 2010; Ord. 1115 § 1, 1997; Ord. 1031 § 1, 1996; Ord. 817 § 1, 1988).

Section Three. New Sections 1.04.030, 1.04.035, and 1.04.040 are added to the Oak Harbor Municipal Code to read as follows:

Chapter 1.04 COUNCIL MEETINGS

Sections:

- 1.04.010 Time and place of full council meetings.
- 1.04.015 Standing committees.
- 1.04.020 Public notice for full council agenda – Introduction of action.
- 1.04.030 **Ordinances - Introduction.**
- 1.04.035 **Ordinances – Enactment.**
- 1.04.040 **Ordinances – When Effective.**

1.04.030 Ordinances – Introduction

All proposed ordinances shall be approved by the City Attorney and bear his certification that they are in correct form. No ordinance or any section or subsection thereof shall be revised or amended unless the new ordinance sets forth the revised ordinance or the amended section or subsection at full length. (Ord. 1664 § 3, 2013)

1.04.035: Ordinances - Enactment

Adoption may be accomplished at the same meeting the ordinance is introduced, unless precluded by law. (Optional: The title to an ordinance shall be in all cases read prior to its passage.) The enacting clause of all ordinances shall be as follows: "The City Council of the City of Oak Harbor do ordain as follows:". No ordinance shall contain more than one subject and that must be clearly expressed in its title. (Ord. 1664 § 3, 2013)

1.04.040: Ordinances -When Effective

No ordinance shall take effect until five (5) days after the date of its publication unless otherwise provided by statute, except an ordinance designated therein as a public emergency ordinance necessary for the protection of public health, public safety, public property or the public peace, may be made effective upon adoption, but such ordinance may not levy taxes, grant, renew, or extend a franchise, or authorize the borrowing of money. The City Clerk will normally publish a summary of all ordinances unless otherwise directed by the City Council or Mayor or unless otherwise required by law. (Ord. 1664, § 3, 2013)

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

Section Five. Effective Date. This Ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED by the City Council this ___ day of _____ 2013.

CITY OF OAK HARBOR

Scott Dudley, Mayor

Attest:

Valerie J. Loffler, City Clerk

Approved as to form:

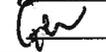
Grant Weed, Interim City Attorney

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.e.
Date: August 7, 2013
Subject: Navy Wastewater Treatment Rate
Modification (jacada 1013380)

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

PURPOSE

A contract modification to the NASWI-City of Oak Harbor Wasterwater Treatment contract setting the rate of \$1.70 per thousand gallon (K/gal) for calendar years 2013 and 2014. Rate will be retroactive to January 1, 2013.

SUMMARY STATEMENT

Under the terms of the Wastewater treatment contract between NASWI and the City of Oak Harbor, the timing of an adjusted treatment rate is set to coincide with the City's biennial budget period. Accordingly, the City has performed the required flow and budget analysis to properly set the rate of \$1.70/Kgal to be applied to all treatment of Wastewater received at the Wastewater sewer lagoons during 2013 through 2014. This new rate represents a one cent increase from the previous treatment rate of \$1.69/Kgal. The City has completed negotiations with NASWI, with the attached contract modification form representing NASWI agreement with the City's rater proposal.

This contract modification includes a new component for the 2013-2014 rate cycle. The initial rate of \$1.70/Kgal is based on *projected* flows and *budgeted* treatment costs expected to occur during 2013-2014. Under the terms of the new component, Finance will perform a "true-up" analysis of *actual* flows and *actual* expenditures experienced during the preceding year. The resulting actual cost per Kgal will be reconciled to the amounts invoiced during the preceding year, with any over- or under-billing adjusted on the next billing period invoice. This true-up reconciliation will occur prior to the end of March.

RECOMMENDED ACTION

1. Approve contract modification to N44255-85-C-6905 and authorize Mayor to sign.

ATTACHMENTS

1. Contract modification Form 30(Rev.10-83)
2. Summary of Changes

MAYOR'S COMMENTS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
	01-Jan-2013				
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)		CODE	
NAVAC NORTHWEST 1101 TAUTOG CIRCLE SILVERDALE WA 98315-1101	N44255	See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			9A. AMENDMENT OF SOLICITATION NO.		
CITY OF OAK HARBOR * 865 SE BARRINGTON DR OAK HARBOR WA 98277-4092					
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. N44255-85-C-6905		
			X 10B. DATED (SEE ITEM 13) 01-Oct-1987		
CODE 1SR03		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.241-8 Change in Rates or Terms and Conditions of Service for Unregulated Ser					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jacada1013380 Prepared by: Begley, Brian REASON CODE: PLANNED In accordance with contract general provisions, II.2, Rates and Charges, the parties mutually agree to a new wastewater treatment rate of \$1.70 per thousand gallons (K/gal). A "true-up" will be performed at the end of each calendar year to recalculate the rate based on actual costs and metered flows. The new rate is retroactive to 01 January 2013 and is effective through 31 December 2014. Please see Page 2 for further details.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			SCOTT DUDLEY, MAYOR TEL: 360-672-4503 EMAIL: sdudley@oakharbor.org		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		08/07/13

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following have been added by full text:

Based on negotiations conducted on June 5, 2013, the parties mutually agree to a new rate to be charged by the City of Oak Harbor to the U.S. Navy for operation and maintenance of the wastewater treatment plant located at Seaplane Base, Naval Air Station (NAS) Whidbey Island, Washington. Negotiations were conducted in accordance with the basic contract general provision II.2, Rates and Charges, which requires a new rate be established after the first twenty years of the contract.

The new rate is changed from \$1.69 per thousand gallons (Kgal) to \$1.70 per thousand Kgal for calendar years 2013 and 2014 with a "true-up" at the end of each year performed on or about the end of March. The "true-up" will recalculate the rate based on actual costs and actual metered flows through the calendar year. The new rate is effective retroactively to January 1, 2013 and shall extend through December 31, 2014 unless otherwise mutually agreed to by the parties through contract modification.

Future rates will be established using both historical cost of services and City of Oak Harbor budget cycle data. The City will provide any revised rates and revenues for Navy review no less than 90 days prior to the effective date of any such adjustments.

All adjustments are subject to the provisions of FAR Clause 52.241-8, "Change in Rates or Terms and Conditions of Service for Unregulated Services. (Feb 1995)".

All other terms and conditions of the contract remain unchanged.

(End of Summary of Changes)

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.f.

Date: August 7, 2013

Subject: Appointment of Dana Beckman to
the Lodging Tax Advisory
Committee

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

PURPOSE

This agenda bill requests the appointment of Dana Beckman, representing the Coachman Inn, to the Lodging Tax Advisory Committee

BACKGROUND INFORMATION

RCW 67.28.1817 requires that cities of 5,000 in population or greater establish a Lodging Tax Advisory Committee (LTAC) consisting of at least five members to be appointed by the legislative body of the municipality. The membership of the LTAC shall consist of (a) At least two members who are representatives of businesses required to collect tax under this chapter; and (b) at least two members who are persons involved in activities authorized to be funded by revenue received.

The LTAC currently has a vacancy in a membership position representing one of the members who represent a business required to collect the lodging tax. Accordingly, Dana Beckman's representing the Coachman Inn satisfies this requirement.

RECOMMENDED ACTION

1) A motion to appoint Dana Beckman to the Lodging Tax Advisory Committee.

ATTACHMENTS:

MAYOR'S COMMENTS

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.g.

Date: August 7, 2013

Subject: Referral of Change in the Use of
Lodging Taxes to Lodging Tax
Advisory Committee.

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

PURPOSE

This agenda bill refers to the Lodging Tax Advisory Committee, any changes in the use Lodging Taxes (2% Funds) that may be considered by the City. Under RCW 67.28.1817, Council refers any changes to the Lodging Tax Advisory Committee for considering at least 45 prior to taking action on any such changes.

BACKGROUND INFORMATION

Based on this requirement, an action is required to refer to the committee a request to consider topics regarding 2% that include but are not limited to the following subjects:

- 1) To discuss possible changes in funding options, currently designated through a multi-agency interlocal agreement, for the City's participation in the island wide marketing promotion program.
- 2) To review policy considerations and the funding options for marketing of events within the city limits.
- 3) To discuss and review application procedures for Lodging Tax Grant Program.
- 4) Any other business required of the Committee.

RECOMMENDED ACTION

1) A motion to refer potential changes in the use of 2% funds to the Lodging Tax Advisory Committee for review and comment.

ATTACHMENTS:

MAYOR'S COMMENTS

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.h.
Date: August 7, 2013
Subject: Department of Enterprise Services Agreement

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 authorize the City of Oak Harbor to enter into an agreement with the Department of Enterprise Service, which is necessary to meet statutory requirements allowing qualifying organizations to use Washington State master contracts.

FISCAL IMPACT DESCRIPTION

Funds Required: N/A

Appropriation Source: _____

SUMMARY STATEMENT

The Master Contracts Usage Agreement (MCUA) is a one-time agreement necessary to meet statutory requirements allowing qualifying organizations to use Washington State master contracts (also known as “the State Contract”). Cooperative purchasing through state contracts provides organizations that have agreed to terms and conditions the opportunity to save millions of dollars annually by pooling resources to leverage the market through volume discounts. Authorized organizations are provided access to more than 700 contracts for goods and services to meet all the business needs of their organization at no cost. The City of Oak Harbor has utilized this program to purchase fleet vehicles, flooring and street paint.

The City of Oak Harbor has been a member of the Washington State Purchasing Cooperative (Co-op) which ended on June 30, 2013. This program ceased to function as of July 1, 2013 and is replaced by the Master Contracts Usage Agreement (MCUA). In order to remain a customer and to be able to purchase off of Washington State Contracts, the City will need to sign a Master Contracts Usage Agreement (MCUA).

A couple of changes to note are that there is no longer a membership fee and there is no yearly termination date of the agreement. The agreement will continue in full force and effect until thirty (30) days following receipt of written notice from either party cancelling this Agreement.

City of Oak Harbor City Council Agenda Bill

The Washington State Purchasing Cooperative has been an effective purchasing tool for the City of Oak Harbor and has saved the City in bidding costs and by providing bulk discount pricing.

STANDING COMMITTEE REPORT

This item was reviewed at the City Council workshop on July 24, 2013.

RECOMMENDED ACTION

A motion authorizing the Mayor to sign the Department of Enterprise Services Master Contracts Usage Agreement.

ATTACHMENTS

- Purchasing from Washington State Contracts
- Master Contracts Usage Agreement



Purchasing from Washington State Contracts

All membership to the Washington State Purchasing Cooperative (Co-op) ended on June 30, 2013. This program ceased to function as of July 1, 2013 and is replaced by the Master Contracts Usage Agreement (MCUA). Customers who wish to make purchases off of Washington State Contracts need to have signed an MCUA.

As of July 1, 2013
Master Contract Customers Master Contracts Usage Agreement (MCUA)
To use state contracts entities sign a Master Contracts Usage Agreement
Entities that can join by agreement: <ul style="list-style-type: none"> • State Agencies • State Boards • State Commissions • Higher Education Institutions • Offices of Separate Elected Officials • Local Government Agencies • Federal Agencies • Washington State Tribal Entities • Public Benefit Nonprofit Corporations
No membership fee
A Master Contracts Usage Agreement required
No termination date of agreement

More information

- [Information about the fee program](#)
- [Print a Master Contract Usage Agreement](#)
- [Information about eligibility to use State Master Contracts](#)
- [View a current list of Master Contract Customers](#)
- [Find a searchable list of Master Contracts](#)
- [View the Guidelines for Placing Orders from State Master Contracts](#)
- [Find a list of Department of Enterprise Services contracts staff](#)

If you have questions, please contact us at (360) 407-2214 or MCUA@des.wa.gov.



Master Contracts Usage Agreement

What is the MCUA?

The Master Contracts Usage Agreement (MCUA) is a **one-time agreement** necessary to meet statutory requirements allowing qualifying organizations to use Washington State master contracts. Cooperative purchasing through state contracts provides **organizations that have agreed to terms and conditions** the opportunity to save millions of dollars annually by pooling resources to leverage the market through volume discounts. Authorized organizations are provided access to **more than 700 contracts** for goods and services to meet all the business needs of their organization at no cost.

Legislation

- [WAC 236-49-060](#)
- [WAC 200-310-010](#)
- [RCW 39.26 050](#)
- [RCW 43 19](#)

How much does it cost?

There is no cost for the Master Contracts Usage Agreement.

Who can sign a MCUA?

- State Agencies
- State Boards
- State Commissions
- Higher Education Institutions
- Offices of Separate Elected Officials
- Local Government Agencies
- Federal Agencies
- Washington State Tribal Entities
- Public Benefit Non-profit (PBNP)
 - Organization with 501(C)3 tax status that have filed PBNP status with the Secretary of State. For filing information, go to <http://www.sos.wa.gov/corps/>
 - More information about purchasing agreements with Public Benefit Non-profit: [RCW 39.34 055](#).
 - More information about Public Benefit Non-profit designation: [RCW 24.03.490](#).

How do I join?

First, check the [signed agreement list](#).

If you are not on this list:

- Download and print the [Master Contracts Usage Agreement \(MCUA\)](#)
- Fill out and sign MCUA

Scan and email signed copy of MCUA to: MCUA@des.wa.gov

or

Mall signed copy to:

DES

MCUA, attn Kris Gorgas

PO Box 41409

Olympia, WA 98504-1409

A fully executed copy will be scanned and returned to you via email.

If you have questions, please call the Master Agreement Service Desk (360) 407-2214 or email MCUA@des.wa.gov.

What can I buy?

You can purchase a wide variety of goods and services. Contracts are [searchable](#). The following are a few examples of the most-used contracts:

- Vehicles (heavy duty and passenger)
- Copiers

Contact Information

MCUA

PO Box 41409

Olympia, WA 98504-1409

(360) 407-2214

MCUA@des.wa.gov

- Office equipment and supplies
- Purchasing card
- Infant formula
- Radio equipment
- Fuel
- Pharmaceuticals
- Furniture
- Food
- Emission inspection service
- Industrial supplies
- Travel services
- Landscaping equipment
- Paint (various kinds)
- Electronic monitoring services
- Electrical supplies
- Janitorial services

How do I make a purchase with a state contract?

First, check the [signed agreement list](#). Once you have a current signed MCUA:

- Use our [contract search](#) to find a contract or learn about special purchasing programs
- Identify a vendor on the contract you wish to use
- Contact the vendor citing the contract number you wish to use, contract name and provide your customer number.

What if I have additional questions?

- Call (360) 407-2214 or email MCUA@des.wa.gov
- Please reference the Master Contracts Usage Agreement when asking your question.

Services

The following services are available as part of the MCUA:

- Training and events
- WEBS
- Access to Master contracts*
- Access to the Western States Contracting Alliance (WSCA)
- Join Purchasing mailing list to receive email broadcast bulletins
- IT Brokering and Procurement Consultation
- IT Master Contracts
- Tier II Contract for Janitorial Services
- Portion of the Personnel Services Charge
- OMWBE
- Single Purchase Requests
- Contracting and Purchasing Consulting

*Some contracts may not be available for use by all MCUA. See the individual contract summary for who is eligible to use the contract.

MASTER CONTRACT USAGE AGREEMENT

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and City of Oak Harbor, Washington,
Entity Name

a state agency, or local or federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

1. **Purpose:** The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. **Duration:** This Agreement will become effective on date of execution, and will continue in full force and effect until thirty (30) days following receipt of written notice from either party cancelling this Agreement.
3. **Agreement Contact Information:** Contact person to whom contract documents and related communications are to be mailed or faxed.

Organization Name: City of Oak Harbor		
Tax Identification Number: 91-6001476		
Unified Business Identifier <i>Required for Non-Profit:</i>		
Contact Name: Sandra Place		
Title: Purchasing		
Address: 865 SE Barrington Drive		
City: Oak Harbor	State: WA	Zip: 98277
Phone Number: 360-914-7235		
Email Address: splace@oakharbor.org		

4. **Cancellation of Agreement:** This agreement can be terminated by either party upon 30 days written notice provided to DES at:
 Email to: mcua@des.wa.gov OR Mail to: WA Dept of Enterprise Services
 MCUA, Attn: Kris Gorgas
 P.O. Box 41409
 Olympia, WA 98504-1409
5. **Financial Responsibility:** Buyer will deal directly with the Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

- 6. **Compliance with Other Laws:** Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
- 7. **Master Contract Audits:** Buyer agrees to cooperate with DES, the Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
- 8. **Dispute Resolution:** If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.

In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.
- 9. **No Separate Entity:** No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
- 10. **Hold Harmless:** Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
- 11. **Entire Agreement:** This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

APPROVED

APPROVED

WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES

CITY OF OAK HARBOR

Entity Name

Entity Name

Signature

Signature

Roselyn Marcus, Assistant Director

SCOTT DUDLEY, MAYOR

Name/Title

Name/Title

Date

August 7, 2013

Date

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.i.
Date: August 7, 2013
Subject: Authorization to bid automated
refuse trucks

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

This agenda bill seeks authorization to advertise to bid for automated refuse trucks.

FISCAL IMPACT DESCRIPTION

Funds Required: Not to exceed \$2,000.00

Appropriation Source: Solid Waste Fund

SUMMARY STATEMENT

Proposed in the 2013-2014 biennial budget includes funds for the replacement of two 2006 automated refuse trucks used for residential pick up. They were purchased in 2005 and have been in use nearly every business day since we received them and they have an expected seven year life cycle.

Past practice has been to cycle the refuse trucks out every seven years. Staff has determined that seven years is ideal to get the most value out of the refuse truck and to limit the extreme repair and maintenance costs associated with heavy wear and tear on the refuse body specifically. In addition to the standard age criteria, staff looked at criteria's which include usage (hours or mileage), type of service, reliability, condition and repair costs. The ability to quantify replacement decisions is vital to our replacement program and by using all six criteria mentioned above; staff determined that these replacements are justified.

The bid specifications will include the trade-in of four Solid Waste vehicles that are no longer needed for our current operation. This will decrease the fleet by 3 vehicles and that will result in a decrease in repair, maintenance and replacement costs.

Funds have been set aside in the Equipment Rental replacement fund to replace these two units.

Pending Council authorization City staff is ready to pursue competitive bidding for these acquisitions.

STANDING COMMITTEE REPORT

This item was reviewed at the City Council workshop on July 24, 2013.

City of Oak Harbor City Council Agenda Bill

RECOMMENDED ACTION

A motion authorizing staff to proceed with advertisement to bid for automated refuse trucks.

ATTACHMENTS

- List of Solid Waste Vehicles
- Criteria Sheet for #63
- Criteria Sheet for #64

City of Oak Harbor City Council Agenda Bill

CURRENT 2013 LIST

Solid Waste-YW

Veh.#	Year	Vehicle Description
46	2004	Peter/Wayne Side Arm
59	1999	Crane Carrier YW Trk (BU)

Solid Waste Recycle

Veh.#	Year	Vehicle Description
60	1999	Peterbilt Roll Off Truck
74	2012	Peterbilt Truck
75	2012	Peterbilt Truck
76	2012	PeterbiltTruck (BU)

Solid Waste-Res

Veh.#	Year	Vehicle Description
26	2008	GMC Refuse Truck
45	2004	Peter/Wayne Side Arm (Off-Line)
63	2006	Peterbilt/Wayne
64	2006	Peterbilt/Wayne

Solid Waste Comm

Veh.#	Year	Vehicle Description
61	2008	Peterbilt Front Loader
62	2001	Peterbilt Front Loader (BU)
71	2008	Peterbilt Front Loader

Yellow indicates trade-in
(BU)=Back up truck

PROPOSED 2014 LIST

Solid Waste-YW

Veh.#	Year	Vehicle Description
63	2006	Peterbilt/Wayne

Solid Waste Recycle

Veh.#	Year	Vehicle Description
60	1999	Peterbilt Roll Off Truck
74	2012	Peterbilt Truck
75	2012	Peterbilt Truck
76	2012	PeterbiltTruck (BU)

Solid Waste-Res

Veh.#	Year	Vehicle Description
26	2008	GMC Refuse Truck
	New	Replacement refuse truck
	New	Replacement refuse truck

Solid Waste Comm

Veh.#	Year	Vehicle Description
61	2008	Peterbilt Front Loader
62	2001	Peterbilt Front Loader (BU)
71	2008	Peterbilt Front Loader

City of Oak Harbor City Council Agenda Bill

CRITERIA SCORING FOR REPLACING CITY VEHICLES AND EQUIPMENT

Vehicle # **63** Department: Public Works Division: Solid Waste

Model Year: 2006 Make: Peterbilt/Wayne

Model: Refuse Truck

Meter Reading : 8280 hours

Age: Age on 7/16/13: 92 **Age-Points: 7.67**
 Class #: N/A
 Class Description: Refuse Truck
 Life Expectancy in Months: 84

Age: Meets requirements

Usage: Estimated miles/hours on 7/16/13: Meter Type: Hours-8280

Usage Guidelines *

A	Police patrol vehicles	120,000	Miles
B	Heavy duty trucks	55,000	Miles
C	Light duty	2,000	Hours
D	Heavy Equipment	5,000	Hours
E	Misc. smaller equipment	325	Hours
F	All other vehicles	75,000	Miles
G	Trailer/non-metered	0	No Meter

Usage- Points: 11.04

Usage: Meets Requirements

Condition: **Type of Service:** 5 if very heavy or demanding service, 1 if light admin **Points: 5**

Reliability: Ratio of repair occurrences: last 12 months vs. second 12 months **Points: 1.06**

Condition: Engine, transmission, differential, sheet metal & rust, electrical, structural integrity, & other major components, plus anticipated major repairs projected to occur in next FY. **Points: 5**

Condition: Meets requirements (=> 8.0 points) **Condition: Total Points: 11.06**

Repair Costs: Original Purchase Cost: **\$ \$191,614.59**

LTD Repair Cost: **\$ 112,917.00** **Repair History- Total Points: 2.95**

Repair History: Meets Requirements: (>= 2.5)

*MILEAGE AND/OR HOURS USED ALONE ARE NOT A VALID INDICATION OF VEHICLE OR COMPONENT WEAR DUE TO IDLING AND OTHER SPECIAL USES OF EQUIPMENT

TOTAL POINTS NEEDED: 28 TOTAL POINTS SCORED: 32.72

Replacement Approved X Replacement Denied

Meets at Least 3 of 4 Requirements: Yes

Budget & Purchasing Specialist _____ Date _____

City of Oak Harbor City Council Agenda Bill

CRITERIA SCORING FOR REPLACING CITY VEHICLES AND EQUIPMENT

Vehicle # **64** Department: Public Works Division: Solid Waste

Model Year: 2006 Make: Peterbilt/Wayne

Model: Refuse Truck

Meter Reading : 6444 hours

Age: Age on 7/16/13: 92 **Age-Points: 7.67**
 Class #: N/A
 Class Description: Refuse Truck
 Life Expectancy in Months: 84

Age: Meets requirements

Usage: Estimated miles/hours on 7/16/13: Meter Type: Hours-6444

Usage Guidelines *

A	Police patrol vehicles	120,000	Miles
B	Heavy duty trucks	55,000	Miles
C	Light duty	2,000	Hours
D	Heavy Equipment	5,000	Hours
E	Misc. smaller equipment	325	Hours
F	All other vehicles	75,000	Miles
G	Trailer/non-metered	0	No Meter

Usage- Points: 8.59

Usage: Meets Requirements

Condition: **Type of Service:** 5 if very heavy or demanding service, 1 if light admin **Points: 5**

Reliability: Ratio of repair occurrences: last 12 months vs. second 12 months **Points: 2.0**

Condition: Engine, transmission, differential, sheet metal & rust, electrical, structural integrity, & other major components, plus anticipated major repairs projected to occur in next FY. **Points: 5**

Condition: Meets requirements (=> 8.0 points) **Condition: Total Points: 12**

Repair Costs:

Original Purchase Cost: **\$ \$191,614.59**

LTD Repair Cost: **\$ 71,321.00** **Repair History- Total Points: 1.85**

Repair History: Does not Meet Requirement (>= 2.5)

*MILEAGE AND/OR HOURS USED ALONE ARE NOT A VALID INDICATION OF VEHICLE OR COMPONENT WEAR DUE TO IDLING AND OTHER SPECIAL USES OF EQUIPMENT

TOTAL POINTS NEEDED: 28 TOTAL POINTS SCORED: 30.11

Replacement Approved X Replacement Denied

Meets at Least 3 of 4 Requirements: Yes

Date _____

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.j.
Date: August 7, 2013
Subject: Authorization to bid 5 yard swap loader

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

This agenda bill seeks authorization to advertise to bid for one new 5 yard swap loader.

FISCAL IMPACT DESCRIPTION

Funds Required: Not to exceed \$2,000

Appropriation Source: Motor Pool

SUMMARY STATEMENT

The 2013-2014 biennial budgets include the replacement of two five yard swap loader dump trucks used by all Public Works divisions. The swap loader system allows for versatility and efficiency. Currently, we use the swap loader system for the following applications:

- Dump truck applications
- Flatbed applications
- Fork apparatus for transporting dumpsters
- Glass container transportation
- Transportation of lawn mowers which are too wide for trailers
- Skid that holds shoring equipment
- Skid that holds steel road plates
- Skid for liquid deicer applicator
- Skid for sander

These two trucks are equipped with a front attachment for a plow and are used for snow removal.

The trucks were purchased used in May of 2000 and have been an asset to the fleet over the last thirteen years. Previously, the City only used traditional flatbed and 5 yard dump trucks. They were not versatile and they were parked a majority of the time.

By changing to the swap loader system in 2000, we gained versatility limited only by our imagination. We were
August 7, 2013 – Authorization to bid 5 yard swap loader

City of Oak Harbor City Council Agenda Bill

able to turn a single truck into a small fleet, virtually overnight. It is as simple as placing a sub-frame under many body configurations. We were able to seamlessly share our hydraulic system with other hydraulically powered devices, by adding valves and controls. We gained the ability to load and unload truck bodies at ground level, reducing the risk of injury to employees performing this task. This system is safe and comfortable for the operators and now there is no unnecessary time getting in and out of the cab to hook up a cable or a trailer. The swap loader system was an investment that is now a part of our daily operation.

The City currently has 3 swap loaders in our fleet. They are listed below:

Number	Year	Make and Model
27	2000	Freightliner 5 yard swap loader
28	1990	Ford 5 yard swap loader
44	1995	Freightliner 5 yard swap loader

Staff has reviewed our needs and determined that if we purchase one new swap loader, with new hydraulic configuration for our sanders, plow and the KPak attachments, to replace number 28 above, that our needs would be met. Number 28 has met the replacement criteria and is in the least desirable condition.

In addition to this replacement, staff has determined that number 44 is no longer needed and can be surplussed and traded-in to receive optimum salvage value. This proposal will not only meet our needs, but will also save the City in repairs, maintenance and replacement costs by decreasing the fleet by one. Included in the bid specifications will be the trade-in of number 28 and 44.

Funds have been set aside in the Equipment Rental replacement fund to replace number 28.

Pending Council authorization City staff is ready to pursue competitive bidding for this acquisition.

STANDING COMMITTEE REPORT

This item was reviewed at the City Council workshop on July 24, 2013.

RECOMMENDED ACTION

A motion authorizing staff to proceed with advertisement to bid for one new 5 yard swap loader.

ATTACHMENTS

- Criteria Sheet for #28
- Criteria Sheet for #44
- Pictures

City of Oak Harbor City Council Agenda Bill

CRITERIA SCORING FOR REPLACING CITY VEHICLES AND EQUIPMENT

Vehicle # **28** Department: Public Works Division: Motor Pool

Model Year: 1991 Make: Ford

Model: Swaploader

Meter Reading : 45376 miles

Age: Age on 7/16/13: 240 **Age-Points: 20**
 Class #: N/A
 Class Description: Dump Truck
 Life Expectancy in Months: 120

Age: Meets requirements

Usage: Estimated miles/hours on 7/16/13: Meter Type: Miles-45,376

Usage Guidelines *

A	Police patrol vehicles	120,000	Miles
B	Heavy duty trucks	55,000	Miles
C	Light duty	2,000	Hours
D	Heavy Equipment	5,000	Hours
E	Misc. smaller equipment	325	Hours
F	All other vehicles	75,000	Miles
G	Trailer/non-metered	0	No Meter

Usage- Points: 5

Usage: Does Not Meet Requirements

Condition: **Type of Service:** 5 if very heavy or demanding service, 1 if light admin **Points: 3**

Reliability: Ratio of repair occurrences: last 12 months vs. second 12 months **Points: 5.5**

Condition: Engine, transmission, differential, sheet metal & rust, electrical, structural integrity, & other major components, plus anticipated major repairs projected to occur in next FY. **Points: 5**

MAXIMUM POINTS GIVEN TO CONDITION BECAUSE PARTS ARE NO LONGER AVAILABLE
Condition: Meets requirements (=> 8.0 points) Condition: Total Points: 13.50

Repair Costs: Original Purchase Cost: **\$ 80,056.97**

LTD Repair Cost: **\$ 36,568.52** **Repair History- Total Points: 2.30**

Repair History: Does Not Meet Requirements: (>= 2.5)

*MILEAGE AND/OR HOURS USED ALONE ARE NOT A VALID INDICATION OF VEHICLE OR COMPONENT WEAR DUE TO IDLING AND OTHER SPECIAL USES OF EQUIPMENT

TOTAL POINTS NEEDED: 28 TOTAL POINTS SCORED: 40.80

Replacement Approved X Replacement Denied

Meets at Least 3 of 4 Requirements: No-2 of 4

Budget & Purchasing Specialist _____ Date _____

City of Oak Harbor City Council Agenda Bill

CRITERIA SCORING FOR REPLACING CITY VEHICLES AND EQUIPMENT

Vehicle # **44** Department: Public Works Division: Motor Pool

Model Year: 1995 Make: Freightliner

Model: Swaploader

Meter Reading: 115,589 miles

Age: Age on 7/16/13: 210
Class #: N/A
Class Description: Dump Truck
Life Expectancy in Months: 120

Age-Points: 17

Age: Meets requirements

Usage: Estimated miles/hours on 7/16/13: Meter Type: Miles-115,589

Usage Guidelines *

A	Police patrol vehicles	120,000	Miles
B	Heavy duty trucks	55,000	Miles
C	Light duty	2,000	Hours
D	Heavy Equipment	5,000	Hours
E	Misc. smaller equipment	325	Hours
F	All other vehicles	75,000	Miles
G	Trailer/non-metered	0	No Meter

Usage- Points: 11.56

Usage: Meets Requirements

Condition:

Type of Service: 5 if very heavy or demanding service, 1 if light admin

Points: 3

Reliability: Ratio of repair occurrences: last 12 months vs. second 12 months

Points: .73

Condition: Engine, transmission, differential, sheet metal & rust, electrical, structural integrity, & other major components, plus anticipated major repairs projected to occur in next FY.

Points: 3.0

Condition: Does Not Meet requirements (=> 8.0 points)

Condition: Total Points: 6.73

Repair Costs:

Original Purchase Cost: **\$ 48,375.18**

LTD Repair Cost: **\$ 31,191.74**

Repair History- Total Points: 3.0

Repair History: Meets Requirements: (>= 2.5)

*MILEAGE AND/OR HOURS USED ALONE ARE NOT A VALID INDICATION OF VEHICLE OR COMPONENT WEAR DUE TO IDLING AND OTHER SPECIAL USES OF EQUIPMENT

TOTAL POINTS NEEDED: 28 TOTAL POINTS SCORED: 38.29

Replacement Approved X Replacement Denied

Meets at Least 3 of 4 Requirements: Yes-3 of 4

Budget & Purchasing Specialist _____ Date _____

City of Oak Harbor City Council Agenda Bill



Skid with road plates



Skid with shoring equipment



Dump Box



Flatbed transporting large mower



KPak-Dumpster transport



Skid with De-Icer



Skid with sander

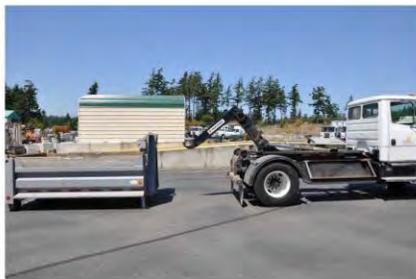


Glass Recycling Container

City of Oak Harbor City Council Agenda Bill



City of Oak Harbor City Council Agenda Bill



City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.k.
Date: August 7, 2013
Subject: Authorization to bid-Truck Scale

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

This agenda bill seeks authorization to advertise to bid for a truck scale to be installed at the Public Works Shop.

FISCAL IMPACT DESCRIPTION

Funds Required: Not to exceed \$2,000

Appropriation Source: 401/402/403/404/502

SUMMARY STATEMENT

The 2013-2014 biennial budgets includes funds for the purchase and installation of a truck scale to be used by all Public Works Divisions, as well as outside customers that we will bill to dispose of their vector debris

Staff has researched and determined that a full-length scale with a low profile design which is mounted on a concrete slab with ramps at either end would best fit our needs. This scale type will be less expensive to purchase, will have less complex foundation requirements and have fewer problems with water drainage. The specifications will include the technology to import and export data as needed and will not require staff to be present.

The proposed site for installation will be at the Public Works Shop between the mechanic shop and the fuel island due to the grade and the availability of power and communication needs.

Funds have been set aside in the Water, Solid Waste, Wastewater, Storm Drain and Equipment Rental division funds to purchase this item.

Pending Council authorization City staff is ready to pursue competitive bidding for this acquisition.

STANDING COMMITTEE REPORT

August 7, 2013 – Authorization to bid-truck scale

City of Oak Harbor City Council Agenda Bill

This item was reviewed at the City Council workshop on July 24, 2013.

RECOMMENDED ACTION

A motion authorizing staff to proceed with advertisement to bid for a truck scale.

ATTACHMENTS

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.1
Date: August 7, 2013
Subject: Labor Agreement: Teamsters
Union Local No. 231/Public
Works Employees

FROM: Steve Powers *RP*
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents the proposed labor agreement between the City of Oak Harbor and Teamsters Union Local No. 231, representing the Public Works Employees. The proposed agreement covers the time period from adoption through December 31, 2016. The City Council is asked to ratify this agreement.

FISCAL IMPACT DESCRIPTION

Funds Required: N/A

Appropriation Source: N/A

SUMMARY STATEMENT

Negotiations for the first collective bargaining agreement between the City of Oak Harbor and Teamsters Union Local No. 231, representing the Public Works Employees, are now complete. The parties reached agreement on all items typically covered by such agreements except for employee health benefits and wages. Discussions for these two areas were suspended pending the outcome of the City's review of health benefits and compensation for non-represented employees. The parties agreed to come back to the bargaining table to finalize negotiations on these items once the review is complete and additional information is available. Contract opener language is included as appropriate to reflect this arrangement.

On June 27, 2013 the Teamsters informed the City that the contract had been ratified by their members. The next step in the process is for the City Council to approve the agreement and authorize the Mayor to sign.

City of Oak Harbor City Council Agenda Bill

COUNCIL WORKSHOPS

Briefings on topics covered in the agreement were provided to the City Council at various times during the negotiation process.

RECOMMENDED ACTION

Approve the agreement and authorize the Mayor to sign.

ATTACHMENTS

Proposed labor agreement

LABOR AGREEMENT

BETWEEN

The CITY OF OAK HARBOR

AND

TEAMSTERS UNION, LOCAL NO. 231

REPRESENTING

CITY OF OAK HARBOR PUBLIC WORKS EMPLOYEES

Commencing the Date of City Adoption through December 31, 2016



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LABOR AGREEMENT
BETWEEN
The CITY OF OAK HARBOR (Employer)
AND
TEAMSTERS UNION, LOCAL NO. 231 (Union)
REPRESENTING
CITY OF OAK HARBOR PUBLIC WORKS EMPLOYEES

ARTICLE 1 - PURPOSE AND SCOPE

- 1.01 This Agreement shall set out the terms and conditions of employment in satisfaction of the bargaining parties mutual obligations as set out in RCW 41.56.
- 1.02 The Parties recognize the City has adopted City Code Chapter 2.34 PERSONNEL (<http://www.codepublishing.com/WA/OakHarbor/>) and its subsections along with an Employee Policy Manual (EPM) adopted in 2012 providing for the general terms and conditions of employment (collectively City Policy). City Policy is included in this Agreement by this reference. Where this Agreement addresses a topic or provision also contained in City Policy this Agreement shall prevail as to any conflicting provisions. This Agreement shall supplement City Policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in City Policy.
- 1.03 In the event the Employer shall desire to modify City Policy or adopt new Policies applicable to Bargaining Unit employees where such modification or adoption shall, pursuant to RCW 41.56, require the Employer to bargain regarding such modification or adoption the Employer shall give not less than thirty (30) days notice to the Union and upon request satisfy the Employer's duty as required by RCW 41.56 prior to such modification or adoption being applied to bargaining unit employees.

ARTICLE 2 - RECOGNITION

- 2.01 The City of Oak Harbor (the City) recognizes Teamsters Local Union #231 (the Union) as the sole collective bargaining agent for the bargaining unit as described in the certification of representation issued by the Public Employee Relations Commission (PERC) of the State of Washington dated February 1, 2012, for Regular Full-time and Regular Part-time Public Works employees of the City.
- 2.02 All collective bargaining with respect to wages, hours and general working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the City to the extent required by RCW 41.56.

2.03 Bargaining Unit Work:

- 2.03.1 It is the understanding and agreement of the Parties that, generally, bargaining unit work shall be performed by persons that are members of the bargaining unit. As may be required by business conditions from time to time, with the additional understanding that no bargaining unit employee then employed shall be permanently supplanted; it is further understood in such cases that Bargaining Unit work may be performed by non-bargaining unit personnel.
- 2.03.2 Supervisory employees (Leads or other supervisors) shall not perform work on jobs covered under this Agreement where the effect is to permanently supplant regular employees from their jobs. It shall not be a violation of this Agreement for supervisors to perform work in the course of their normal duties including instructing or training of employees, in assuring proper standards of work or job performance and, in continuing the flow of work.

ARTICLE 3 - UNION RIGHTS

3.01 UNION MEMBERSHIP & CONDITION OF EMPLOYMENT:

- 3.01.1 It shall be a condition of employment that all employees of the City covered by this Agreement shall be members of the Union in good standing and those who are not members on the execution date of this Agreement shall, on or before the thirtieth (30th) day following the execution date of this Agreement, become and remain members in good standing in the Union.
- 3.01.2 It shall also be a condition of employment that all employees covered by this Agreement and HIRED on or after its execution shall, no later than the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union; PROVIDED, no objections are made to joining the Union and which are based on bona fide religious tenets or teachings of a church, or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

3.02 DUES DEDUCTION:

The City agrees to deduct from the wages of all employees' dues and initiation fees hereafter becoming due from such employees to the Union. Any employee desiring that such deductions be made shall sign the proper form requesting such deduction. The City, upon receipt of the form properly executed, shall honor the request in accordance with its terms. Union dues will be deducted two times per month. One half of the appropriate monthly dues will be deducted the first payroll of each month and the second half of the dues will be deducted the second payroll of each month. Union dues are calculated at two and one-quarter times the employee's hourly rate of pay per month, rounded to the nearest dollar. The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of any check off

of Union dues and the Union security provisions of this Agreement. The City shall transmit to the Union the money so deducted and shall make the deductions at the times and in the manner mutually agreed upon by the City and the Union.

The Union shall indemnify and hold the City harmless from any claims which may be made by employees arising out of or related to the application of this ARTICLE 3 - .

3.03 DRIVE

3.03.1 The City shall deduct and transmit to D.R.I.V.E., International Brotherhood of Teamsters (I.B.T.) 25 Louisiana Avenue, N.W., Washington, D.C. 20001, contributions to D.R.I.V.E., from the pay of each employee who voluntarily authorizes such contributions, in writing, signed by the employee on a form provided for that purpose by I.B.T. The amount of such deduction(s) and the transmittal of such voluntary contribution(s) shall be as specified in such forms and in conformance with any applicable law. Such forms received by the City's payroll department by the tenth (10th) day of the month shall become effective on the first (1st) day of the following month. The I.B.T. shall be responsible for the processing and handling of enrollment, including submission of the enrollment forms to the City.

3.03.2 The City shall remit to D.R.I.V.E at the address above one (1) check covering all deductions made in the prior month, no later than the fourteenth (14th) day of each month, together with a list of all employees for whom deductions were made and the amount of each deduction. Deductions shall not be made if there is an insufficient balance due the employee after all other deductions authorized by the employee, or required by law or the City, has been satisfied.

3.03.3 An employee may withdraw from this program at any time by providing a notice of revocation in writing, signed by the employee, and delivered to D.R.I.V.E and the City's payroll department. Such notices received by the City's payroll department by the tenth (10th) day of the month shall become effective on the first (1st) day of the following month.

3.04 UNION BULLETIN BOARD:

At the City's discretion regarding location and amount of space allocated, the City shall provide the Union with a designated bulletin board at the Public Works and Waste Water Treatment Plant break rooms where the Union may post its notices. All costs incidental to preparing and posting of Union material will be borne by the Union and the Union will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion. No posting shall be of a discriminatory or denigrative nature.

3.05 LABOR/MANAGEMENT MEETINGS:

If the Union wishes to address issues in the Public Works department, the Union will request to meet with the Department Head with or without employees present, as agreed by the parties, to discuss Union concerns directly with Management. If Management has concerns it would like addressed by the Union the same procedure for setting a meeting will apply.

3.05.1 The need to address any division issues within the Department shall be made known to the Director and may, when agreed by the Director, be addressed by presenting to the Division Managers meeting.

3.05.2 In order to promote the free and unobstructed exchange of concepts, concerns, possible change and ideas the Union and Employer agree to the following ground rules for declared/scheduled Labor/Management Meetings:

3.05.2.1 The meeting is for the frank and candid discussion of issues with the purpose of problem resolution not confrontation. All discussions are off the record and are not to be used by either party as evidence supporting any past, current, or future dispute. The intent is that evidence arising from a L/M meeting is not admissible in any forum as provided in Federal Evidence Rule 408 and its Washington counterpart or substitute.

3.05.2.2 Agreements or accommodations made in this process are not binding, do not modify the labor agreement, and do not establish a precedent or past practice.

3.05.2.3 The Union must make an appointment with management, establish an agenda of items to be discussed or raised and advise management who it anticipates will be attending the meeting. Management agrees to schedule a meeting, proposed in advance by the Union, within a reasonable time. Management may have the Personnel/Human Resources Director and/or their Labor Representative present at the meeting. Employees may have a Union Representative present.

3.05.2.4 Any discussion having an economic or budgetary impact must be approved by City Authorities prior to becoming binding.

3.05.2.5 Any understanding or agreement the Parties wish to be binding shall be reduced to writing and that writing alone without legislative history shall become binding upon signing by both Parties.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 All Management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority, and function include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized and the layout thereof; the right to establish or change schedules of work; establish evaluations and standards of performance which shall be uniform within a particular division (different divisions may have different evaluations and standards); the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, technological changes; the right to maintain order and efficiency; the right to continue to contract or subcontract any work as it has done in the past, provided that any new kind of contracting shall be subject to impact bargaining; the right to use volunteers; the right to use criminal justice work-crews on City work; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business, or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the

direction of the employees, including but by no means whatever limited to, hiring, selecting and training of new employees, suspending or discharge; scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its employees.

4.01.1 The Employer and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to Management, including those prerogatives granted by law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of Management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement. The management rights provision shall be liberally construed to effectuate its purpose of reserving to management a broad scope of authority.

4.01.2 The exercise of Management's Rights shall not be subject to the grievance procedure of this Agreement. Provisions of this Article and/or Agreement which expressly and specifically surrender or limit management rights may be grieved.

4.02 PERFORMANCE OF DUTY:

During the term of this Agreement, the Union shall not cause or condone any work stoppage, sick out, strike, slowdown or other interference with the Employer's functions by employees under this Agreement, and should same occur, the Union agrees to take all steps to end such interference. Employees covered by this Agreement, who take part in, in any of the foregoing actions may be subject to such disciplinary action up to and including discharge as shall be determined by the Employer.

4.03 PICKET LINES

Consistent with Section 4.02 the City recognizes the individual statutory rights of employees to observe on an individual rights basis, as such individual rights may exist for the observing employee, Teamsters' Union authorized picket lines. No employee shall be disciplined or otherwise sanctioned by either party because of the employee's individual decision regarding such a picket line. It is understood that the City shall provide normal services without regard to any picket line using whatever means it can avail itself of and that there shall be no guarantee of work to an employee asserting their individual options to not fully perform their assigned work.

ARTICLE 5 - EMPLOYEE RIGHTS

5.01 EMPLOYEE CLASSIFICATIONS:

5.01.1 For a variety of reasons, it is helpful to define the working classification of each employee employed by the City. Each position has a job description which will be provided to the employee by Human Resources at the time of hire. Employment classifications relate to the nature of the job responsibilities, work schedule and participation in City benefit programs. The City recognizes the following employee classifications:

- Full-time: A regular employee working in a regularly budgeted position allocated at least thirty-two (32) hours per week.

- Regular Full-Time Employee: is an individual who works a normal forty-hour workweek .
- Part-time: An employee working in a regularly budgeted position allocated to work hours of less than thirty-two (32) hours per week whose hours may be regular or irregular. An employee who is regularly schedule to work less than 20 hours per week are not generally entitled to City-provided benefits.
 - Regular Part-Time Employee: is an individual who works less than a normal forty-hour workweek and is hired for an indefinite period.
- Probationary: An employee who has not yet completed his/her probationary period.
- Regular: An employee who has successfully completed his or her probationary period and is retained in a fully budgeted position in the biennial budget.
- Temporary: an individual hired on a temporary basis. Temporary employees shall not be eligible for City-provided benefits or accrue seniority. Temporary employment shall not exceed a maximum of one (1) year. Temporary employees may be eligible for Public Employees' Retirement benefits dependent upon duration of appointment and hours worked.
 - Temporary Employee: generally is an individual who is hired either part-time or full-time for a specified, limited period. A temporary employee who works more than one thousand forty (1040) regular hours in a calendar year shall be required to join the applicable bargaining unit but shall not become a Regular employee until such Temporary employee shall apply for and be hired into a Regular position.

5.01.2 In addition to the foregoing classifications, all employees classified as Fair Labor Standards Act/Washington Minimum Wage Act exempt or non-exempt can be seen as:

- Exempt: Exempt employees are ordinarily paid on a salary basis and are not eligible for overtime pay.
- Non-Exempt: Non-exempt employees are ordinarily paid by the hour and are eligible for overtime pay.

5.01.3 If an employee has any questions regarding his/her classification or exempt/non-exempt status, please contact Human Resources.

5.02 PROBATIONARY PERIODS

5.02.1 The City of Oak Harbor carefully monitors and evaluates all new employees and all current employees transferred or promoted to a new job during an initial probationary period. Newly hired, transferred or promoted employees should also use this probationary period to ensure that the new position is satisfactory.

5.02.2 The probationary period(s) will be set at the time of hire and begin as of the first hour of work. Probationary periods will follow the guidelines set forth below:

- For an individual who is not a city employee and was hired into a full-time position or a part-time position which is 20 hours per week or more: the first 12 months following hire.

- For an individual hired into a part-time position which is less than 20 hours per week: the first 24 months following hire.
- For a current employee promoted or transferred to a new position: the first 6 months following the date of transfer or promotion

5.02.3 During this probationary time if it is determined that the placement is not working out satisfactorily, the employee may be terminated (new employee) or returned to a prior position for non-disciplinary reasons (i.e. performance of the job) (existing employee) at any time without cause or advance notice. Existing employees shall return to their prior or similar position if it is available and if not available may be placed in any other available position for which the employee is qualified and if nothing is available shall be laidoff as provided in Section 6.02 of this Agreement.

5.02.4 An employee's probationary period may be extended up to six (6) months if deemed appropriate in light of absences, performances issues, or other considerations upon notice to the employee at least three (3) weeks prior to the completion of the probationary period.

5.02.5 Transferred or promoted employees will normally be reviewed within three (3) weeks of the end of their probationary period.

5.02.6 Employees will be allowed to continue in their position if the Department Director approves and the employee receives a satisfactory evaluation near the end of his/her probationary period

5.02.7 Employee evaluations during the probationary period will be at or proximate to the three (3) month mark, the six (6) month mark and just prior to the completion of the period.

5.03 TRANSFERS/PROMOTIONS

Management in its sole discretion may determine that outside recruitment is in the City's best interest provided however, upon request by the Union, the City will provide to the Union its reasons for outside recruitment.

5.03.1 TRANSFERS:

The City of Oak Harbor may, at its discretion, initiate, or approve employee sought, job transfers from one position to another, or from one Division to another.

5.03.1.1 The City may require employees to transfer to either a temporary or regular position to accommodate the organization's business needs.

5.03.1.2 Required transfers shall generally be by mutual agreement between the employee and the City except in cases where the employee has the unique qualifications, skills or abilities required by the City at that time.

5.03.1.3 Where an employee with unique qualifications, skills or abilities is retained without mutual agreement the City will, upon request of the Union, explain the situation and the need to retain the employee in the position. Employees transferred to a position within the same salary range will continue to receive their existing rate of pay.

5.03.1.4 Any employee who seeks and is granted a transfer to a position with a lower wage rate shall be paid at the lower wage rate appropriate to their most recently granted wage step.

5.03.1.5 Any employee who seeks a transfer to a position with a higher wage rate will be considered as provided in Section 5.03.2 Promotions.

5.03.1.6 Employees involuntarily transferred to a position in a lower salary range shall be paid at their former rate. Employees may be paid at a rate within the lower salary range after ninety (90) calendar days in the new position when such reduction in wage is reasonable under the circumstances.

5.03.2 PROMOTIONS:

All employees are encouraged to seek advancement opportunities and to obtain promotion and career guidance from their Department Director and the Human Resources Department.

5.03.2.1 It is a goal of the City to promote from within and to fill vacant positions with qualified, existing employees. To help meet that goal the City shall first pursue applicants from within when deemed possible.

5.03.2.2 Advancement from a wage grade I to a wage grade II is a promotion based on an employee attaining appropriate skills, abilities and qualifications, and shall only occur as outlined in this Section 5.03.2

5.03.2.3 Employees promoted to a position in a higher salary range normally will be paid at a rate which is no less than three percent (3%) higher than their current pay. However, when reasonable under the circumstances less than 3% may be applicable.

5.04 Transferred and promoted employee's anniversary date which is used to determine eligibility for step increases will be adjusted to match that of the date of transfer or promotion pursuant to the City policy.

5.05 INTERIM/OUT-OF-CLASS ASSIGNMENTS:

5.05.1 The City of Oak Harbor may authorize interim/out-of-class assignments to cover operational needs or absences. Interim/out-of-class assignments provide valuable on-the-job training and continued performance of critical workload.

5.05.2 Interim/out-of-class assignments will be assigned in advance and in writing by the Department Head. If an employee is working an interim/out-of-class assignment that will be in effect for more than fifteen (15) consecutive days, beginning on the sixteenth (16th) consecutive day of the assignment, the employee will receive a wage premium of no less than three percent (3%).

5.05.3 Interim/out-of-class assignments are limited to ninety (90) business days. Extensions require approval by the Mayor or City Administrator. In the event an interim appointment is required beyond six (6) months the Union may request the reasons why the position cannot be filled by the City.

5.06 CAREER LADDER – STEP ADVANCEMENT:

5.06.1 The ability of an employee to be awarded a career ladder step advancement shall occur during the life of this agreement and shall only expire after the expiration of this Agreement if the City gives the Union 60 days notice prior to the expiration of this Agreement that the City will suspend such "steps" through the negotiation of a successor Agreement. Provided, however, this Section 5.06.1 shall not be

implemented by the City unless it is agreed by the parties through operation of APPENDIX B II that this limitation on the City is removed.

- 5.06.2 Employee advancement from one step to the next step is based on time served and is not automatic.
- 5.06.3 Prior to any advancement to the next step the Division Supervisor shall certify to the Director that the employee has satisfied skill base assessment justifying additional pay. The certification for step advancement is not part of the Annual Performance Review and is a separate process.
- 5.06.4 Division Supervisors' considerations for certification is generally based on employee job knowledge, skill and other qualifications; attendance, safety, performance and disciplinary records; the existing and anticipated needs of city service and available budget to fund the advancement.
- 5.06.5 Employees not granted advancement in step shall be advised of their deficiencies in writing and shall be given a written plan of remediation such that with compliance they are likely to advance when next considered eligible.
- 5.06.6 Any employee not advanced on their anniversary of employment may be reconsidered, with or without a written Performance Improvement Plan (PIP) after ninety (90) calendar days and if not then certified shall be considered on their next anniversary until arrival at the top step of their career ladder for their position.
- 5.06.7 Any employee remaining not advanced following the subsequent ninety (90) calendar day review may ask that their certification outcome be reviewed with them in the presence of their Union Agent such that the employee fully comprehends what needs to be done to achieve a step advancement upon the next opportunity.
- 5.06.8 Employee performance reviews and career step advancements are not linked as performance reviews are generally done proximate to early January while career ladder advancements occur if awarded proximate to an employee's anniversary date of probation completion.
- 5.06.9 Employee Performance Reviews:

Employees will generally have their performance reviewed annually during the month of January. Employees shall be afforded the opportunity to comment regarding their agreement or disagreement with their final review.

5.07 EMPLOYEE POSITIONS:

- 5.07.1 Each employee shall be given a position title (i.e.: job classification). Each position has a job description which will be provided to the employee by Human Resources at the time of hire, promotion, transfer etc.
- 5.07.2 Lead Employees

The Union recognizes that the City employs unrepresented supervisory employees in the position of "Working Lead" on various City crews. Such working lead employees perform the work of the Bargaining Unit side-by-side with Unit employees. It is recognized that over time Lead employee responsibilities may increase or decrease outside of a ratio to Unit employees and on a "business need" basis. The Union agrees that such work by Lead employees shall not be

challenged as “skimming”. The City agrees that Union work shall not be supplanted through an increased use of “Lead” positions.

5.07.2.1 Promotion/Return of Unit Employee “Leads”:

5.07.2.1.1 Promotion from the Unit: Bargaining Unit employees shall continue to be considered for promotion to available “lead” positions as has been the practice of the City prior to the Certification of the Bargaining Unit. Employees promoted out of the unit, including Lead positions, shall retain their City Seniority and Bargaining Unit Seniority however their Bargaining Unit seniority shall not continue to accrue (is frozen) once promoted.

5.07.2.1.2 Return to the Unit: Employees who have left the Bargaining Unit may be returned to the Bargaining Unit for available positions as has been the practice of the City prior to the Certification of the Bargaining Unit. Employees returned to the Bargaining Unit shall retain their City Seniority and their Bargaining Unit Seniority shall again begin to accrue as of the date they return to a Bargaining Unit position.

5.07.2.1.3 Existing Lead Employees: Employees classified as “Lead” at the time the Bargaining Unit was Certified shall retain all Bargaining Unit seniority for Bargaining Unit purposes that such Lead employee had accrued up to the date of the Bargaining Unit Certification and not beyond. Return to the unit by a Lead shall be as provided in Section 5.07.2.1.2

5.07.3 Employee positions and commensurate hourly compensation is attached hereto as APPENDIX A and APPENDIX B.

5.08 NEGOTIATIONS

5.08.1 Provided the needs of the City can be met without loss of services or any other additional cost to the City bargaining unit employees shall be granted “release time” to meet as a committee with City representatives to conduct collective bargaining at scheduled negotiation meetings. The Union Bargaining Committee shall not exceed two (2) members on release time at any one time. At the request of the Union and agreement by the City the Union Bargaining Committee may be increased to a maximum of four (4) members on a meeting by meeting basis and without creation of a “practice”.

ARTICLE 6 - SENIORITY, LAYOFF & RECALL

6.01 SENIORITY:

The City appreciates and recognizes quality performance and seniority of employees; both of which contribute greatly to the service the City and employees provide to the Citizens of the City.

6.01.1 Length of service (Seniority) is measured from the original date of regular employment with the City of Oak Harbor, so long as the employee has not had a break in service (severance of the employment relationship) greater than thirty (30) days. During a layoff, employees with breaks in service greater than thirty (30)

days, but less than one (1) year per break, will be credited for their time actually worked only, i.e., the break time is not counted, unless required by law. Employees with a break in service greater than one (1) year receive credit for service only from their most recent date of hire with the City of Oak Harbor.

6.01.2 City Seniority: the length of time employed with the City, from the most recent date of hire as measured in Subsection 6.01.1.

6.01.3 Bargaining Unit Seniority: the length of time employed as a Regular employee within the bargaining unit including all time prior to the Certification of the Union as measured in Subsection 6.01.1.

6.02 LAYOFF:

6.02.1 Layoffs may occur as a result of lack of work, lack of funds, material change in duties or organization, the interests of economy or efficiency, or other causes as determined to be for the good of the city service by the mayor

6.02.2 The Department Director shall determine which Positions within the Department or Division are to be laid off.

6.02.3 The order in which employees will be laid off shall be determined by the city based on employee job knowledge, skill, performance and other qualifications; related to the existing and anticipated needs of city service. When two employees are equally qualified under such factors, the employee with the most Bargaining Unit Seniority shall be retained.

6.02.4 Prior to effectuating a layoff the Director shall schedule a meeting with the Union to review the layoff determination for possible alternatives to be suggested by the Union to effectuate any layoff as provided herein. Provided, however, the affected employee may pursue opportunities pursuant to Section 5.03 and 5.05 to avoid layoff..

6.02.5 If an employee desires and requests an alternative to layoff, as provided herein, the City may transfer or demote an employee or authorize part-time employment as permitted herein.

6.02.6 Layoffs and substitutions, therefore, are not discipline matters.

6.02.7 Employees selected for layoff will be given as much notice as is required by law, or is practicable under the circumstances.

6.03 REINSTATEMENT:

6.03.1 The names of persons laid off shall be maintained on a reinstatement list. Personnel policies and procedures shall provide for reinstating employees from a reinstatement list. An employee's name shall be maintained on the reinstatement list for up to one year (365 days) following the employee's layoff.

6.03.2 Employees who are laid off shall be offered a reinstatement opportunity for a vacancy in a Bargaining Unit position for which they are qualified. Such offer of reinstatement shall be by bargaining unit seniority and a senior laid off employee may elect to pass a reinstatement opportunity to another junior laid off employee however passing on an opportunity does not alter/extend the employee's position on the reinstatement list.

ARTICLE 7 - HOURS OF WORK, SCHEDULING & OVERTIME

7.01 SCHEDULING

- 7.01.1 For purposes of the Fair Labor Standards Act and the Washington Minimum Wage Act, the City of Oak Harbor recognizes a forty (40) hour work week, Monday through Sunday, for all regular employees.
- 7.01.2 The workday for employees generally consists of eight (8) consecutive hours with a regular assigned starting time for each employee and generally for five (5) consecutive days within a seven (7) consecutive day period.
- 7.01.3 The workweek will generally be Monday through Friday unless otherwise scheduled as provided herein.
- 7.01.4 Individual divisions may establish regular work hours and starting times that meet the need of their particular duties.
- 7.01.5 Each employee's scheduled work hours will be determined by his/her Division Director or designee. The Parties recognize the City may have a business need for different work schedules which may be established on a temporary or regular basis from time-to-time by the Department. Prior to effectuating a change in any employee's or employees' **regular** schedules there shall be a Labor Management Meeting (Section 3.05) between the Department (or designee), affected employee as invited by the City, and the Union (or applicable steward) to explore changes in work schedules to provide necessary City services by division or workgroup.
- 7.01.6 The City may **temporarily** adjust the regular daily work schedule starting time ahead or back to meet the needs of City work provided affected employees are provided at least one hundred twenty (120) hours notice and work/sleep impacts are considered by the City. If the City does not give one hundred twenty (120) hours notice to affected employees scheduled starting times may be **temporarily** adjusted ahead or back by as much as three (3) hours to accommodate work needs. The Department Director or designated supervisor will inform employees of any changes with as much notice as is reasonably available regarding any **temporary** changes to their regular daily work schedule, including any meal periods/rest break changes and any other changes that are considered desirable by the City to effectuate City work.
- 7.01.7 In the event the City should change the regular schedule of any employee without complying with the provisions of 7.01.5 and/or 7.01.6 the employee shall be paid at the overtime rate for such hours worked outside the regular schedule.
- 7.01.8 Employees may request an alternative work schedule on a temporary or ongoing basis, provided such an alternative work schedule shall not result in overtime liability or other increased cost of any type to the City. The supervisor and Department Director will determine if the requested schedule will adversely impact operational needs or otherwise be inconsistent with the City's interest. Alternative work schedules must be approved in writing by the Department Director. Approval may be withdrawn in the event it is determined that the arrangement is not in the City's best interest.
- 7.01.9 In the event of an emergency and/or adverse weather and/or natural disaster causes the change in an employee's or employees' schedule City Policy 4.11 shall apply.
- 7.01.10 Nothing in this Section 7.01 and Subsections is to avoid overtime after forty (40) hours in a week.

7.02 VACATION SCHEDULING

7.02.1 As a public service enterprise the City requires a predictable vacation scheduling process and must retain the ability to cancel a scheduled vacations when necessary to meet its public service obligations. All vacation leave shall be taken at a time mutually agreeable between the employee and the Employer, and the Employer reserves the right to deny requested vacation leave when such leave would interfere with the operations of the City or create a negative impact, in the opinion of the City, on accomplishment of work. In the event the City would cancel an employee's vacation the employee may claim reimbursement for the nonrefundable portion of prepaid vacation arrangements.

7.02.2 Full-time regular employees will accrue paid vacation time on a monthly basis. The present rate is set forth below.

Years of Employment	Vacation Hours Earned	Maximum Accrual of Hours Earned
0 - 5 years	96 hours/year	192 hours
6 - 10 years	120 hours/year	240 hours
11 - 15 years	159.96 hours/year	319.92 hours
16 - 20 years	180 hours/year	360 hours
21 +	199.92 hours/year	399.84 hours

7.02.3 Part-time employees who work twenty (20) hours or more per week are eligible to accrue paid vacation on a pro rata basis on their percentage of full-time employment. For example, a part-time employee who regularly works 75 percent of a full-time schedule will accrue vacation hours equal to 75 percent of what a full-time employee would earn. Full-time employees who are on a temporary schedule change to Part-time for more than one half (1/2) month will have their vacation accruals adjusted to their part-time percentage. Should a full-time employee be on a temporary schedule change to part-time at less than twenty (20) hours per week for more than one half (1/2) a month, the employee will not be eligible to accrue vacation leave. Part-time employees working less than twenty (20) hours per week and temporary employees do not receive paid vacation.

7.02.4 Vacation requests by employees should be made at least thirty (30) calendar days but no less than fourteen (14) calendar days in advance to receive consideration for approval.

7.02.4.1 Requests made by an employee to a granting supervisor less than fourteen (14) calendar days in advance of the requested time off may be granted at the discretion of the City. Such requests shall be an exception and not the rule.

7.02.5 Vacation time off when granted shall be on a "first come first served" basis however, when two or more employee(s) are requesting the same days off the senior employee(s) will be granted the time off they request unless such time off would interfere with the operations of the City or create an adverse impact on City work.

7.02.6 Employees may accrue no more than the maximum accrual, according to their years of employment, as set forth in §7.02.2. Employees whose vacation balance exceeds the maximum accrual will cease earning vacation benefits until the

vacation balance falls below the maximum accrual. In extraordinary circumstances, the Mayor may grant approval for an employee to carry over the excess accrual. Request for carryover must be pre-approved in writing.

- 7.02.7 It is agreed that in the administration of the forgoing the employees are responsible for managing their vacation requests and accruals.

7.03 HOLIDAYS

- 7.03.1 The City of Oak Harbor provides paid time off for 11 holidays per year for regular full-time employees and part-time employees regularly scheduled to work twenty (20) hours or more per week. The holidays observed at the time this CBA was adopted by the City are:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th
1 Floating Holiday	See below

- 7.03.2 Eligibility and Pay: In order to be eligible for a holiday, an employee must be in a paid status on the regular workdays immediately preceding and immediately following the scheduled holiday. A new employee will be eligible for a floating holiday on their first day of employment. Full-time regular employees will receive eight (8) hours of pay for the holiday (unless an alternative approach is established in a written agreement regarding an alternative work schedule). Part-time regular employees who are regularly scheduled to work twenty (20) hours or more per week will receive holiday pay on a pro-rated basis.

- 7.03.3 Floating Holidays: A floating holiday will be chosen by mutual agreement of an employee and his/her supervisor. A floating holiday must be taken in the same calendar year it is earned. At the end of the year unused floating holiday hours are forfeited, with the exception of an employee who requested a floating holiday and the request was denied. Unused floating holidays cannot be cashed out at termination.

- 7.03.4 The City recognizes some employees may wish to observe, as periods of worship or commemoration, certain days that are not included in the City's regular holiday schedule. Employees may use their accrued leave, excluding sick, or leave without pay for such occasions.

7.04 OVERTIME

- 7.04.1 In accordance with state and federal law, the City pays employees who have a non-exempt status (that is, who are eligible for overtime pay) overtime for all hours worked in excess of 40 hours during the workweek. Paid time off, shall be included as hours worked for overtime pay calculations. Non-exempt status is determined by legal standards based on the tasks and responsibilities associated

with a job. Each employee will be informed of their status at the time of hire. Questions about exempt or non-exempt status should be referred to Human Resources.

- 7.04.2 The Public Works Director or designee may schedule overtime or extra shifts, as needed. Employees are not permitted to work overtime without prior approval of their Department Director. In extraordinary circumstances justified by unforeseen conditions, an employee may work overtime without prior approval, so long as the Department Director or designee approves the overtime in writing no later than end of business the next business day.
- 7.04.3 For purposes of this Agreement the term "overtime" shall mean time-and-one-half (1½) the employee's straight time rate.

7.05 STANDBY DUTY

- 7.05.1 Where a Division routinely has a need for employees to be on standby during non-working hours and to respond to emergency call-outs after normal working hours the Employer shall post an annual schedule (calendar) of all qualified Division employees, in rotation, for such standby duty with such modifications to the annual schedule as needed consistent with this Section 7.05.1.
 - 7.05.1.1 To the extent the Employer may be able to do so, standby assignments shall be equally allocated to all qualified employees within the Division. This provision shall not preclude alternative rotation methods agreeable to all such qualified employees and Management.
 - 7.05.1.2 Employees assigned to the "on-call" schedule are not confined to their homes or to any particular place, but may come and go as they please, provided they carry City equipment assigned to them that allow them to be reached, and can respond on site within 30 minutes.
 - 7.05.1.3 The hours spent "on-call" are not to be considered to be hours worked.
 - 7.05.1.4 Leads may take standby duty if it is determined by the Department Director to be in the best interest of the City and is on the same basis as all other qualified employees.
 - 7.05.1.5 Employees serving a standby tour of duty shall be paid \$32.00 per weekday (16 hours) of standby assignment and \$48.00 per weekend day (24 hours) which amount is not a part of the regular wage rate.

7.06 ATTENDANCE AND PUNCTUALITY

- 7.06.1 Excessive tardiness and poor attendance disrupt workflow and customer service and will not be tolerated. Employees are expected to report for work punctually and to work all hours scheduled by their supervisors including necessary overtime.
- 7.06.2 The parties recognize that employees have the responsibility to report to work fit for duty. To ensure physical and mental fitness, the employee may be required to provide to the Employer a medical provider's note, in a form acceptable to the Employer, assuring the Employer of the employee's fitness to perform the specific duties of his or her job or such light duty alternative as may be offered by the Employer before returning to work after an injury or illness.
- 7.06.3 An absence is considered to be unauthorized if the employee has not followed proper notification procedures, or the absence has not been pre-approved. Failure to

notify the Employer properly of any absence may result in loss of compensation for the absence and may be grounds for disciplinary action.

7.06.3.1 Employees unable to report to work on time should notify their supervisor as soon as possible, ordinarily before the workday begins or within thirty (30) minutes of the employee's usual starting time. Non-exempt employees who are delayed in reporting for work more than thirty (30) minutes and who have not notified the Division Manager or the Department Director of their expected tardiness may lose the right to work the balance of the work day and such time off shall be without pay except for the employee's use of previously accrued paid time off for any incurred time-off, including sick leave for a covered sick leave absence .

7.06.4 Employees must report to the Division Manager or the Department Director after being late or absent and provide an explanation of the circumstances surrounding the tardiness or absence and, when applicable, comply with Section 7.06.2.

7.06.5 Employees who are scheduled by the Employer away from the premises for business reasons should inform their Division Manager or Department Director of their whereabouts during working hours.

7.06.6 Employees who report for work without proper equipment or in inappropriate attire may not be permitted to work as outlined in Section 7.06.3.

7.06.7 An employee who reports for work in a condition unfit to work, for illness, injury or any other reason, will not be allowed to work and shall not be paid for resulting lost time except for the employee's use of previously accrued paid time off for any incurred time-off, including sick leave for a covered sick leave absence.

7.07 CALL-BACK PAY:

Non-exempt hourly employees normally will be granted a minimum of two (2) hours "call-back pay" for call-back work, i.e., irregular or occasional overtime work performed by an employee on a day when no work is scheduled, or at a time that requires the employee to return to work from an off-duty status. In calling back employees the City will post an annual signup list so that interested employees may make their interest known. The City will consider an employee's seniority along with other factors when assigning callback work from the signup list (if there is an active list) or otherwise.

7.07.1 Consistent with Section 7.06 the order of call back for employees who are not on City approved leave will be as follows.

1. Employee who is on stand-by duty in those Divisions that have regular stand-by positions.
2. The classification of employees within the division that normally performs the work and who have signed the signup list shall be offered the call back work; then,
3. If additional employees are needed for the call back, the work will be offered to the remainder of the bargaining unit on the basis of best able to perform the available work then by seniority of those deemed best able to perform the work..

7.07.2 If at any time the City determines it lacks sufficient workers to accomplish the task to be performed on a callback after following the above the City may call any

employee it deems needed and such employee shall promptly report for the callback assignment.

7.08 COMPENSATORY TIME OFF:

Request for compensatory time may be approved by the Director or designee and if approved must be approved in advance by the Department Director. In lieu of overtime pay, full-time non-exempt employees may request to receive compensatory time off (comp time) in lieu of overtime, at the same rate that the overtime hours are due (usually 1.5 times hours worked). The maximum amount of compensatory time that an employee may accrue is 160 hours. Once an employee has reached that accrual level, overtime compensation will be paid for any overtime hours worked.

7.08.1 If comp time is authorized in advance for a given project or activity an employee election of comp time in lieu of overtime is with the following understanding:

- Comp time generally cannot be carried over and must be used in the calendar year in which it was earned.
- Except as provided below comp time still on the books at the end of the calendar year will be paid and the accrual reset to zero (0) as of January 1 of the following year.
- Employees may request to carryover comp time if the employee has a scheduled and approved leave for which the employee has no other accrued leave (sick or vacation) to cover the scheduled absence in the following year.
- Comp time must be used before vacation leave and leave without pay (or be converted to cash overtime).

7.09 MEAL AND BREAK PERIODS

7.09.1 Full-time employees are allowed an unpaid meal period which must be taken between two (2) and five (5) hours after the start of the work shift. Meal periods shall be not less than thirty (30) nor more than sixty (60) minutes, as assigned by the Department Director. Part-time employees scheduled to work more than five (5) consecutive hours during any workday will receive a meal period of the same duration as full-time employees in their department. Meal period duration may be changed upon notice up to the commencement of the meal period due to unforeseen or emergent situations in order to efficiently address City service.

7.09.2 Employees required to work more than ten (10) hours in any workday will be allowed a second meal period no later than six (6) hours after returning from their first meal period.

7.09.3 Non-exempt employees are entitled to a paid fifteen-minute break for every four hours of working time usually taken between the 2nd and 3rd hour of each work period. The Public Works Director or designee shall schedule time for non-exempt employee's break periods on a case by case basis as necessary to efficiently address City services. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen minutes for every four hours, scheduled rest periods are not required.

7.09.4 Time spent on breaks will be compensated as work time. All break time shall include all travel away from the worksite. Employees are expected to be punctual in starting and ending their breaks and may be disciplined for tardiness. There

shall be no incidental personal use of City vehicles during breaks. Personal use does not include such use that substitutes for the City Lunch/Break room. The City reserves the right to limit the use of City vehicles for employee observance of breaks and lunches at non-City facilities at any time upon thirty (30) days notice of the change where such change is for legitimate business reasons including bona fide adverse citizen perception regarding efficient use of City workforces. The City agrees it shall be available to bargain the impact of such limitation during the thirty (30) day notice period.

7.09.5 Employees are required to take their breaks and are not permitted to use break time to lengthen their meal period or shorten their work day.

ARTICLE 8 - WAGES & POSITIONS

8.01 POSITIONS:

8.01.1 Employee Positions covered by this Agreement are attached as Appendix A and a part hereof by this reference.

8.02 WAGES:

8.02.1 The wage table for Bargaining Unit employees is attached as Appendix B and is a part hereof by this reference.

ARTICLE 9 - EMPLOYEE BENEFITS

9.01 HEALTH AND WELFARE BENEFITS

9.01.1 Eligibility and continued employee and dependent participation in any group insurance or other financially based group benefit plan provided through the Employer shall be in accordance with the applicable Group Insurance Plan Document or Master Plan Agreement.

9.01.2 The Employer will provide an IRS Code Section 125, Flexibility Benefits Plan for enrolled members of the bargaining unit and their enrolled dependents shall be consistent with the provisions of this Article and Section.

9.01.3 The Employer shall provide eligible enrolled employees a group medical and group dental plan at no cost to the employee during the term of this Agreement. In the event of extraordinary increases in group insurance premiums imposed by the group insurance carrier(s), the Employer and Union agree to reopen this Article for renegotiation.

9.01.4 Coverage for Spouses, Domestic Partners and Dependents: Employees are entitled to obtain insurance coverage under the City's health insurance programs for their spouse or domestic partner, as well as any dependents, subject to any cost-sharing and eligibility requirements.

9.01.5 Employees who want to obtain coverage for a spouse or domestic partner will need to complete an affidavit of marriage or domestic partnership. Employees should contact the Accounting Technician – payroll for appropriate forms.

9.01.6 Benefits Eligibility for Regular Part-time Employees: Employees who work twenty (20) hours per week are eligible for employee health care coverage, but must pay for spouse, domestic partner and dependent health care coverage. Employees who work thirty-two (32) hours or more but less than forty (40) hours

per week on a regular basis are eligible for partial payment of spouse, domestic partner and dependent health care coverage.

9.01.7 The Employer shall pay seventy-five percent (75%) of premium amount required to provide eligible enrolled **spouses and dependents** of enrolled employee covered by this Agreement with group medical and group dental insurance coverage.

9.01.8 The Employer shall reimburse those members of the bargaining unit who have been continuously employed prior to January 1, 2001, 40% of employee medical/dental premiums, and spouse/dependent medical/dental premiums that the employee chooses not to use. For any change in benefit selections, or for persons hired after January 1, 2001, the reimbursement rate for the unused premiums will be at 25%.

9.02 HEALTH AND WELFARE BENEFITS FOR 2013

9.02.1 Existing Health First Medical Plan – This optional plan will be available for all of 2013.

9.03 HEALTH AND WELFARE BENEFITS FOR 2014

9.03.1 The City and Union mutually agree to open this ARTICLE 9 - to address a potential restructuring of medical benefits applicable as of January 1, 2014 and future years covered during the term of this agreement.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.01 SAFETY EQUIPMENT:

It shall be mandatory that all employees use at all times all issued safety equipment appropriate for the tasks they are assigned to perform. Employees shall at all times follow safety policies and procedures. Any employee's violation of safety may result in discipline as determined by the Employer. The employer shall furnish proper safety devices for all employees as prescribed by WISHA standards.

10.02 UNIFORMS AND EQUIPMENT:

10.02.1 The Employer shall continue to supply such uniforms, personal equipment or other issued items as is needed for each employee to perform their assignments. The Employer reserves the right to change type, quantity, quality, style, or any other attribute of any item the Employer shall provide to employees. All items supplied to employees by the Employer shall be and remain property of the Employer to be returned by the employee upon request of the Employer.

10.02.2 Employees shall only wear items issued except where no item of a like nature has been issued by the Employer or as has been customarily permitted considering appropriateness of message, cleanliness, state of repair, free of commercial endorsement etc .

10.02.3 Employees shall maintain all items issued to them by the Employer.

10.02.4 Any Employer issued item damaged through negligence of the employee shall be replaced by the employee at their expense.

10.02.5 The Employer shall replace any issued item as the Employer determines such replacement is needed; however, the City shall continue the maintenance of those items which have historically been maintained by the City.

10.02.5.1 The City shall supply:

Steel Toed Boots: The City shall annually provide each employee with up to two hundred dollars (\$200.00), for the reimbursement of steel toed boots. Employees are to submit requests for reimbursement on a timely basis according to City Policy.

Commercial Driver's License (CDL) and Various Certification: The City shall continue to pay for and/or reimburse employees for all CDL related costs and certification costs, as has been practice. Each employee with a CDL or certification is responsible for maintaining and tracking the expiration dates of their certifications. Employees need to submit requests for reimbursement on a timely basis according to City policy.

ARTICLE 11 - DISCIPLINE

11.01 The City reserves the management right to discipline, up to and including terminating the service of any employee who's performance is not satisfactory.

11.01.1 The City may discipline employees, up to and including discharge. Employees shall only be suspended without pay or discharged with "just cause".

11.01.1.1 It is recognized that management has a reserved right in ARTICLE 4 - and in Section 11.01 to effectively manage the enterprise. If management's decision to discipline is exercised fairly and reasonably, using the test of "whether a reasonable person taking into account of all relevant facts and circumstances would find sufficient justification in the conduct of the employee to warrant discipline/discharge" then such management decision shall not be disturbed.

11.01.2 Prior to suspending or terminating an employee, except in situations in which the City determines immediate action is required, the City shall first notify the employee and the Union, in writing, affording the employee and/or Union the opportunity to resolve the issue with the City.

11.01.3 Written notification of possible City administered discipline will generally be made within fifteen (15) days of from the time management becomes aware the event giving rise to the possibility of discipline, by hand delivery, personal email with USPS copy or by USPS mail alone, to the employee and by email or fax, to the Union.

11.02 In general, the City recognizes the principle of progressive discipline however such recognition is not an assurance that progressivity will be applicable in all cases.

11.03 The Employer agrees that in situations of poor work performance to advise the employee and the Union regarding employee performance failures. The Union shall have an opportunity to resolve such performance issues informally prior to the issuance of discipline; however such Union effort at resolution shall not delay progressive discipline, should progressivity be applicable, when in the judgment of the City discipline should be administered.

11.03.1 The Employer shall provide a copy of any written record of discipline to the employee. All performance related documents shall be retained in an employee's personnel file. Employees' shall have the ability to add a rebuttal to any record of discipline retained in the employee's file.

11.03.2 Any complaint about an employee or employee performance by any person or from any source which may be used in future discipline will be promptly reduced to writing, provided to the affected employee for response and, together with the employee response, placed in the employee's personnel file.

11.04 Should any party review the disciplinary decisions made by the City regarding any employee, pursuant to ARTICLE 12 - Grievance Procedure or otherwise, such review shall include the employee's entire work history with the City with both the City and Union reserving the right to advance arguments regarding the significance and facts of the employee's work history.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 The Grievance Procedure is to provide a process for employees to resolve disputes with the Management's application of City Policies or this Agreement, to receive careful consideration and a prompt resolution.

12.02 Employees who have not successfully completed their initial probationary period shall not have the right to file grievances under this procedure involving dismissal, demotion, or their performance evaluation.

12.03 A Grievance is a complaint by an eligible employee regarding disciplinary action taken against that employee or the application of any of the City policies or this Agreement to that employee.

12.04 It is the policy of the City insofar as possible to prevent the occurrence of grievances and to deal promptly and fairly with those which occur. No adverse action will be taken against an employee who files a grievance in good faith for reason of his/her exercise of the grievance right.

12.05 Misunderstandings or conflicts can arise in any organization and should be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation arise that the employee believes is a violation of City policy or this Agreement, the employee should follow the procedure described herein for bringing the complaint to management's attention.

12.06 Employees may at any time or step in the processing of a grievance be represented by the Union as the employee's exclusive representative in the administration of this Agreement.

12.07 FORMAL GRIEVANCES:

Step 1: An employee, Shop Steward or the Union shall file any formal written grievance with their Department Head. The grievance must be filed within ten (10) working days of the event or occurrence leading to the complaint or ten (10) working days after the employee became (or should have been) aware of the circumstances. If the Department Head is the subject of the grievance the employee may proceed to step two.

A: Formal Grievances must be in writing and contain, at a minimum:

1. A description of the dispute;
2. The date of the circumstances leading the complaint, or the date when the employee first became aware of those circumstances;
3. The remedy sought by the employee to resolve the complaint.

4. The signature of the employee and the date signed.

B: The Department Director will investigate and provide a response to the employee and Union within ten (10) working days of receipt of the formal grievance.

Step 2: If the employee is not satisfied with the response from the Department Director, he/she may submit the Formal Grievance through Human Resources to the City Administrator or his/her designee. The grievance must be submitted within ten (10) working days of the response from the Department Director.

In the event the Employer should be the filing party such grievance by the Employer shall be filed at this step 2 by giving the Union a written grievance meeting the requirements of step 1 above.

A: The employee will receive a response from the City within ten (10) working days of receipt of the grievance. This response will be the final decision of the City. A copy will be sent to the Union.

12.08 BOARD OF ADJUSTMENT (BOA):

In the event the grievance is not resolved at step 2 and the filing party desires to advance the grievance the filing party may file the grievance with the Employers'/Teamsters' Board of Adjustment pursuant to the Rules and Regulations of the BOA then in effect regarding such grievances mutually agreed to be so processed on a case by case basis. If a grievance is referred to the BOA and there is a majority decision all parties (City, Union and employee/employees affected) shall be bound to that decision as the final and binding conclusion to the grievance process. In the event the matter is a disciplinary matter and the BOA does not render a majority decision the filing party may advance the grievance pursuant to Section 12.09 below.

12.09 ARBITRATION:

12.09.1 Any Disciplinary appeal (i.e. appeal of a suspension without pay or a termination) not resolved by the BOA procedure provided above may be taken to arbitration by the City or the Union as herein provided.

12.09.2 Either party may, within fifteen (15) calendar days after failure to adjust the grievance in subsection 12.08, serve upon the other party written demand for arbitration. The parties shall select an impartial arbitrator within ten (10) working days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within fifteen (15) calendar days thereafter, request the Federal Mediation and Conciliation Service to submit a list of eleven (11) disinterested persons living in the Northwest who are qualified and willing to act as an impartial arbitrator. From this list the City will strike two names, then the Union two names until the single name remaining is appointed as the arbitrator.

12.09.3 Hearing Commencement. The arbitrator shall commence the hearing within a reasonable time period after his selection and shall render his award in writing within thirty (30) calendar days after the close of the arbitration hearing.

- 12.09.4 The award of the arbitrator shall be rendered in writing together with his findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the employee and employees, if any.
-
- 12.09.5 The cost of any hearing room and the cost of the reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the parties. The arbitrator's fees and expenses shall be borne by the party requesting arbitration. All other expenses and costs shall be borne by the parties incurring them.
- 12.09.6 Time Limitations. The City and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with; provided, however, said time limitations may be waived by mutual agreement. In no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide compliance with the time limits herein.
- 12.09.7 No Work Stoppage, Slowdown, Boycott or Lockout. All grievances as herein defined shall be settled in accordance with the procedures outlined above. There shall be no work stoppage, slowdown, boycott, or lockout for any reason regardless of whether the action of either party may be reasonably concluded as violation of this Agreement or any state or federal law during the life of this Agreement.
- 12.09.8 Venue for all grievance arbitrations shall be at the City of Oak Harbor unless otherwise mutually agreed.
- 12.09.9 The Arbitrator shall have no power to 1) violate public policy or require the City to expose any of its employees or the public to any form of endangerment because of a grievant's return to work by the arbitrator; 2) add to, impute or subtract from or to disregard, nullify or otherwise alter any terms of this Agreement or to negotiate new agreements. Arbitrator powers are limited to interpretations of and a decision concerning appropriate application of the terms of the Agreement or other existing pertinent agreement(s), if any, that the parties have adopted. Such "interpretation" authority shall not violate any restriction upon the Arbitrator. Arbitrator decisions shall be subject to provisions of applicable existing laws, including Court and Public Employment Relations Commission (PERC) decisions, and executive orders and/or policies.
- 12.09.10 The City reserves the right to appeal any decision of any arbitrator to the Superior Court of Island County should any arbitrator decision violate public policy, any limitation in this agreement or require the City to expose any of its employees or the public to any endangerment. If the City should appeal a decision as herein provided it is agreed the Court shall have full jurisdiction to adjudicate the matter.

ARTICLE 13 - LEAVES

- 13.01 Incorporation, by reference, of OHMC 2.34 and the Employee Policy Manual into this Agreement provides for permitted leave.
- 13.02 Leave requests by employees should be made at least thirty (30) calendar days but no less than fourteen (14) calendar days in advance to receive consideration for approval.

- 13.02.1 Requests made by an employee to a granting supervisor less than fourteen (14) calendar days in advance of the requested time off may be granted at the discretion of the City. Such requests shall be an exception and not the rule.

13.03 Union Leave:

- a) The City shall grant time off to employees requested by the Union as provided herein, without pay or benefits and without loss of seniority or City time-in-service, to any employee designated by the Union, to attend a labor convention, seminar or training or to serve in any capacity on other official business.
- b) Prior to granting any Union Leave the Union shall provide to the City no less than fourteen (14) calendar days written notice requesting the Leave be granted and specifying the employee affected, the length of time off and the specific reason for the time off. An employee(s) accepting an assignment with/for the Union may be granted a leave of absence, pursuant to this section, for up to fourteen (14) days which may be extended to ninety (90) days by agreement with the City.
- c) The City shall not be required by this Section 13.03 to grant leave to any employee where such absence by the employee would tend to interfere with the efficient conduct of the City's business.

13.04 Compassionate Leave:

An employee shall be granted a paid leave of absence, not to exceed five (5) working days.

ARTICLE 14 - SICK LEAVE

- 14.01 Incorporation, by reference, of OHMC 2.34 and the Employee Policy Manual into this Agreement provides for employee sick leave.
- 14.02 All employees shall be required to perform the essential duties of their position with or without a reasonable accommodation. The City shall be entitled to request medical or other documentation to verify the appropriate use of sick leave as well as any requested accommodation. A doctor's note will typically be required when an employee is absent for more than three (3) consecutive days, or in other situations as reasonably deemed appropriate, on a case by case basis, by the City.
- 14.03 Should a full time employee be on a temporary schedule change to part-time at less than twenty (20) hours per week for more than one half (½) a month, the employee will have their sick leave accrual adjusted to their part-time percentage.
- 14.04 Notwithstanding an employee having an available sick leave balance, the City may terminate an employee who is habitually absent due to illness or disability if their condition cannot be reasonably accommodated in light of job duties and operational considerations. Reasonable accommodation may include consideration by the City of retraining or reassignment.

ARTICLE 15 - NON-DISCRIMINATION

In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, pregnancy, marital status, sexual orientation, disability (as

defined by ADA), military status, Union membership or any other characteristic protected by law. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court. The Union recognizes the City is an Equal Opportunity Employer.

ARTICLE 16 - SEPARABILITY AND SAVINGS

16.01 If an Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement.

ARTICLE 17 - TERM OF AGREEMENT

17.01 This Agreement shall become effective on the date of ratification, retroactive wherever specifically indicated herein, and shall remain in full force and effect until and through December 31, 2016. Should any party desire to change, modify, or terminate the Agreement, written notice must be given to the other party at least sixty (60) days prior to December 31, 2016. In the event of written notice of a desire to change or modify the Agreement by either or both parties, the wages, hours and conditions herein shall be modified only as permitted by law and negotiations shall commence without undue delay after receipt of such notice.

17.02 Should the City determine there is economic justification, the City may open this Agreement by giving notice to and meeting with the Union. The City shall provide the Union with the information supporting the City's determination. The City and Union shall then negotiate with the objective of preserving staffing levels and maintaining a balanced budget.

This Agreement was adopted by the City on _____ which is its effective date.

BY: _____
Mayor, City of Oak Harbor

BY: _____
Secretary/Treasurer, Teamsters 231

APPENDIX A CLASSIFICATIONS

The City and the Union reserve the right to correct classification references as certified by the PERC; and, the references to appropriate Divisions within Public Works.

Budget & Purchasing Specialist	ER&R	N-41
Construction Inspector	Eng	N-41
Equipment Mechanic	ER&R	N-39
WWTP Laboratory Technician	WWT	N-39
Engineer Technician	Eng	N-38
Solid Waste Spec II	SW	N-37
Storm Drain/WW Collections Spec II	WW	N-37
Streets Spec II	Str	N-37
Water Spec II	Wat	N-37
WWTP Operator II (new SS04)	WWT	N-37
Adm Asst - Eng	Eng	N-36
Parks Maintenance II (new SS04)	Pks	N-36
Facilities & Utilities Worker	Fac	N-35
WWTP Operator I	WWT	N-35
Parks Maint Spec I (new SS04)	Pks	N-32
Solid Waste Spec I (new SS04)	SW	N-32
Storm Drain/WW Collections Spec I	WW	N-32
Streets Specialist I	Str	N-32
Water Specialist I	Wat	N-32
WWTP Operator-In-Training	WWT	N-32

City Divisions are:

- Engineering
- Equipment Rental & Repair
- Facilities
- Parks
- Solid Waste
- Streets
- Waste Water (Storm-water)
- Waste Water Treatment (Plant)
- Water (Potable)

APPENDIX B WAGES

I. Wage Tables:

Effective 1/1/2012

Salary	Proficiency Level							
Range	A	B	C	D	E	F	G	H
32	18.37	18.92	19.49	20.07	20.67	21.29	21.93	22.59
33	18.92	19.49	20.07	20.67	21.29	21.93	22.59	23.26
34	19.49	20.07	20.67	21.29	21.93	22.59	23.26	23.96
35	20.07	20.67	21.29	21.93	22.59	23.26	23.96	24.68
36	20.67	21.29	21.93	22.59	23.26	23.96	24.68	25.42
37	21.29	21.93	22.59	23.26	23.96	24.68	25.42	26.18
38	21.93	22.59	23.26	23.96	24.68	25.42	26.18	26.97
39	22.59	23.26	23.96	24.68	25.42	26.18	26.97	27.77
40	23.26	23.96	24.68	25.42	26.18	26.97	27.77	28.60
41	23.96	24.68	25.42	26.18	26.97	27.77	28.60	29.46

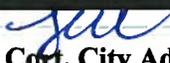
II. Agreement for a Wage Opener

II.a. The City is contemplating a compensation study and this Bargaining Unit shall be included in such study. Upon completion of the City study, or upon such City action terminating consideration of a study, the Union may, upon ten (10) calendar days written notice to the City, open this Agreement for negotiation by the parties of the wage rates provided in this Agreement.

II.b. In the event the Union shall give notice as provided in II.a. then the "Provided, however ..." restriction stated at the end of Section 5.06.1 shall also be open for the removal of the restriction upon the City's right to suspend steps upon giving the required notice.

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

Bill No. C/A 4.m.
Date: August 7, 2013
Subject: Marathon Race Director Contract

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

Authorize the Mayor to sign a professional services agreement with Tamra Sipes to perform services necessary to direct the 2014 Whidbey Island Marathon.

SUMMARY STATEMENT

Since the City's purchase of the Whidbey Island Marathon, Tamra Sipes has served in the capacity of Race Director under contract with the City. The City desires to contract with Tamra Sipes to continue this professional service for the 2014 Whidbey Marathon which will be held on April 14, 2014. The Scope of Work is described in Appendix A to the attached professional services agreement and includes tasks related to general coordination of the event, sponsorship recruitment, coordination of promotion and marketing, organizing and running the expo, management of the race course and event day activities and coordinating the 5K fun run.

The contract is proposed to run through May 14, 2014 with a total amount payable of \$28,006 plus an incentive based on increased attendance at the event. These are identical terms to those agreed to by the City and Ms. Sipes for the 2013 Marathon. For information on the 2013 Marathon from those that participated, the staff suggests that you access the online survey results using the following link:
https://www.surveymonkey.com/sr.aspx?sm=m1fOmVs_2fg6xqEJIBE0y9jR5ZbBYnz9SdODs_2f7Umilnl_3d.

FISCAL IMPACT DESCRIPTION

Funds Required: \$ \$28,006 plus incentive based on attendance
Appropriation Source: General Fund #001, sub-fund #006 Professional Services

RECOMMENDED ACTION

Motion to authorize the Mayor to sign a Professional Services Agreement with Tamra Sipes to serve as Race Director for the 2014 Whidbey Island Marathon.

ATTACHMENTS

Proposed Professional Services Agreement with attached Scope of Work

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 7th day of August, 2013, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and **Tamra Sipes**, 1124 Landing Circle, Oak Harbor, WA 98277, referred to as the "SERVICE PROVIDER".

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 SERVICE PROVIDER represents the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER Scope of Work responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein as **2014 Whidbey Island Marathon Race Director Scope of Work**.

2. Term.

The Project shall begin on July 15, 2013 and shall be completed no later than May 14, 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 SERVICE PROVIDER except for services identified and set forth in this Agreement.
- 3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement beginning July 15, 2013 through and including May 14, 2014. The total amount paid under this Agreement will not exceed \$28,006.00 except as provided for in Section 3.4. Payment under this Agreement will be as follows:

CITY will pay SERVICE PROVIDER one payment of \$5,092.00 immediately following approval of this Agreement; and (2) CITY will pay SERVICE PROVIDER \$2,546.000 monthly on the last day of each month beginning in August, 2013 and ending in April, 2014, or sooner if Agreement is terminated by either party.

- 3.4 As an incentive for the SERVICE PROVIDER to work towards increasing participation in the Whidbey Island Marathon, the City shall pay an incentive bonus calculated as the percentage increase in total participants from the previous year multiplied against the annual total as provided in Section 3.3.
- 3.5 The scope of services as shown on, as shown on Exhibit "A" attached hereto, may require the SERVICE PROVIDER to travel to and attend expositions or other events for marketing or early registration purposes, such travel and attendance subject to review by the CITY. The CITY agrees to reimburse the SERVICE PROVIDER for the reasonable costs of lodging and travel upon presentation of receipts and other supporting documentation.

4. Reports and Inspections.

- 4.1 The SERVICE PROVIDER at such times and in such forms 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.
- 4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, 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 SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

- 5.1 The parties intend that an independent SERVICE PROVIDER/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 SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the

CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely 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 SERVICE PROVIDER 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. Service Provider Employees/agents.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or servant(s) from employment on this Project. The SERVICE PROVIDER may, however, employ that (those) individual(s) on other non-CITY related projects.

7. Hold Harmless/Indemnification.

7.1 SERVICE PROVIDER 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 SERVICE PROVIDER in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

7.2 For purposes of this indemnification and hold harmless agreement, the SERVICE PROVIDER waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

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

8. Insurance.

The SERVICE PROVIDER 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 SERVICE PROVIDER, its agents, representatives, or employees.

8.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office

(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- b. Commercial General Liability insurance: N/A
- c. Workers' Compensation coverage: N/A
- d. Professional Liability Insurance: N/A

8.2 Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Hundred Thousand Dollars (\$100,000) per occurrence and Three Hundred Thousand Dollars (\$300,000) general aggregate per accident.
- b. Commercial General Liability insurance: N/A
- c. Professional Liability insurance: N/A

8.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability insurance:

- a. The SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.
- b. The SERVICE PROVIDER'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. SERVICE PROVIDER shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER 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 and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. Compliance with Laws.

10.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

10.2 The SERVICE PROVIDER 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 SERVICE PROVIDER 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 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.
- 12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

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 to and made part of this Agreement.

14. Maintenance and Inspection of Records.

- 14.1 The SERVICE PROVIDER shall maintain 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.
- 14.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER 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, by giving at least thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the City shall pay the SERVICE PROVIDER for all services provided under this Agreement through the date of termination.

16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER 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. Attorneys 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 conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

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 provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

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

SERVICE PROVIDER:
Tamra Sipes
1124 Landing Circle
Oak Harbor, WA 98277

Scott Dudley, Mayor

Tamra Sipes

Attest:

Valerie Loffler, City Clerk

EXHIBIT "A"

2014 WHIDBEY ISLAND MARATHON

Scope of Work for Race Director

1. General Organizational Coordination

Race Director shall provide general coordination between all Whidbey Island Marathon 2014 ("Marathon") related parties and individuals to assure proper communication, task completion and contract provision adherence for race event preparation and performance. Those known parties and individuals shall include the Race Contractor, City of Oak Harbor Departments (Administration, Mayor, Police, Fire and Public Works), Oak Harbor Chamber of Commerce, local media, expo exhibitors, race sponsors, race volunteers, the Oak Harbor School District, Whidbey SeaTac Shuttle, and Coupeville School District No. 204. The above listing is not to be considered exclusive. The Race Director will be responsible for organizing and chairing task meetings with the City, Race Contractor and Race Director.

- Maintain a running accounting of known revenue and expenditures and provide bi-monthly report to the City.

2. Sponsorship.

Race Director shall make all reasonable efforts to secure relevant cash sponsors for the 2014 Whidbey Island Marathon event. The minimum direct cash sponsorship goal for 2013 is \$10,000. Race Director agrees to work closely with the City of Oak Harbor to recommend, coordinate and complete the necessary steps to ensure that the sponsor focused efforts are strategically done and not duplicated. Race Director will leverage the working relationship it has with past sponsors to invite them to become sponsors of the 2014 Whidbey Island Marathon event.

3. Coordination of Promotion and Marketing Tasks

Race Director shall develop an overall marketing and promotion plan to ensure continued race participation levels for the Whidbey Island Marathon. This task shall include the development of a marketing, promotion and distribution plan. This plan can include the preparation of print ads, posters, rack cards, electronic media, awards, maps, banners, stuffers, campaigns, brochures and entry forms. Race Director shall consult with the City regarding public announcements, news releases and Internet advertising. Race Director will coordinate the adequate distribution of marketing and promotion materials to a pre-approved list of distribution points including other races. Race Director will assist with the execution of any and all promotional programs as agreed upon with the City. Those specific tasks for coordination of promotion and marketing tasks are as follows:

- Provide any marketing-focused coordination required with the City of Oak Harbor and any other race partners or sponsors to ensure that a clean and consistent marketing message gets communicated to the targeted demographic of the 2014 Whidbey Island Marathon event.
- Review and coordinate the distribution of the 2014 Whidbey Island Marathon event promotion materials to health focused businesses and points of registrant contact located in Washington to ensure that these items are well distributed.
- Review and coordinate the distribution of the 2014 Whidbey Island Marathon promotion materials to regional health and fitness locations on the west coast from California north through Canada.
- Secure the distribution of Whidbey Island Marathon promotion materials to established half and full marathon events throughout the United States in the months leading up to the marathon through running organization memberships.
- Race Director will mount an email marketing campaign and work closely with the City of Oak Harbor to make sure that the content within the emails positively communicates the interests of Oak Harbor as well as the 2014 Whidbey Island Marathon event.
- If requested, Race Director will secure and work closely with any outsourced marketing or graphics design agency to ensure that any and all relevant marathon related information is included within the marketing materials created.
- Assist with the development of display materials for the Whidbey Island Marathon booth for the Seattle Marathon Expo and other marathon expos as requested by and subject to approval by the City.
- Race Director shall work with the City website administrator to assure consistency and accuracy of marketing and promotion themes.

4. Expo Coordination

Race Director shall coordinate with Race Contractor and the Oak Harbor School District, to organize and conduct the Marathon Expo. Such tasks shall include securing the expo site, assistance with set up and vendor booth layout coordination, the rental of all necessary equipment, coordination between expo vendors, coordinating expo volunteers and coordinating the preparation and disbursement of “goody bags”. Race Director shall work with Race Contractor to ensure a well-organized packet pickup for the participants and volunteers. Those specific tasks for Expo coordination are as follows:

- Review the selected expo site and create a strategic expo layout that best suits the goals and size of the 2014 Whidbey Island Marathon event.
- Recruit and secure an adequate volume of Expo exhibitors to support the goals and size of the 2014 Whidbey Island Marathon event.
- Provide all the exhibitor contract documents needed for the securing of the exhibitors.
- The coordination and continual contact with any equipment rental companies required for creating a professionally designed Expo. Such equipment includes the rental of pipe & drapes, tables, chairs, podiums, stages, etc.

- The management of the participant goodie bag giveaways, including the contacting and securing of the bags, items to go in the bags and volunteers to stuff them.
- Coordination of transportation of the goodie bags to the event expo site.
- The responsibility for the physical set up of the event expo site.
- Coordinate with the City and volunteers as needed to perform late registration, t-shirt and bib distribution and disseminate aid as needed for providing troubleshooting and general race information.
- Coordinate and procure all volunteers for registration/health and fitness expo.
- Responsible for volunteer needs, concerns and/or general well being to assure all volunteers receive required and adequate care, recognition, t-shirts and other amenities during their time with the Expo event.
- Ensure all volunteers complete and submit City volunteer agreement forms.
- Maintain a volunteer database and keep everyone informed of changes or updates.
- The management of all the on-site activities during the hours of operation for the Expo. This includes the management of any onsite volunteers, the coordination with any onsite exhibitors or sponsors, the coordination with the facility where the Expo takes place and all the registration and packet pickup activities.
- The creation and management of the Expo schedule, including any onsite guest speakers, or special exhibitor giveaways.
- The creation and management of the day-of-race program script ensuring that all the pertinent race related information gets communicated to the Expo attendees and race participants.
- The management of the interaction with the event timing company to ensure that the race registration and packet pickup operates smoothly.
- The management of the clean-up of the Expo site ensuring that the Expo site is returned to its original condition.

5. Race Course Coordination

Race Director shall provide coordination with the Race Contractor and City to assure all race course tasks are in place and covered as well as conducting direct and specific race course tasks. Those specific tasks for race course coordination are as follows:

- Recruit and coordinate all necessary volunteer assistance and training of water/aid stations.
- Recruit and coordinate all necessary volunteer assistance and training of course monitors and certified flaggers.
- Recruit and coordinate necessary law enforcement assistance.
- Recruit and coordinate all necessary volunteers for the race start(s) which includes set up and tear down.
- Coordinate overall water/aide station supplies and distribution materials (emergency kits, banners, gloves, anti-friction cream, etc.) that are not part of the Race Contractor duties.

- Recruit and coordinate ham radio operators and motorcycle volunteers for the race course.
- Coordinate and organize the gear check at the race starts and finish.
- Coordinate the procurement and placement of porta-potties throughout the race course, starts and finishes of Whidbey Island Marathon event.
- Delegate appropriately race day activities to insure a smoothly run event effective communication between between all parties.
- Assist the City with the coordination of providing sound systems as needed, decorative amenities, refreshments as prescribed, and banners at the starts and finishes.

6. Start/Finish Event Coordination

Race Director shall provide coordination with the Race Contractor and City to assure all Start/Finish Event tasks are in place and covered as well as conducting direct and specific Start/Finish Event tasks. Those specific tasks for Start/Finish Event coordination are as follows:

- Assist the City with the coordination of safe and efficient passenger shuttle service for marathon and half marathon race participants.
- Coordinate and organize the scheduling of shuttle service to bring runners to the start of both races and to return runners from the finish area to designated areas throughout the City of Oak Harbor.
- Coordinate and organize volunteers for the gear check, late t-shirt distribution and any remaining general information and assistance to race participants.
- Coordinate and organize the procurement of race start amenities such as marathon start heaters, refreshments and decorations.
- Procure, organize and coordinate food and refreshment distribution.
- Procure, organize and coordinate awards ceremony, entertainment, food and activity tents, vendor set-up, sponsor promotions, all volunteer tasks to staff the start and finish events and an adequate number of porta potties strategically placed and adequately stocked with associated supplies.
- Coordinate with Race Contractor first aid station, race results, race finish line set-up, banners, awards stage set-up, and sound system.
- Coordinate with City regarding parking, security, trash pick-up, recycling, shuttle information, medal distribution, event photographer, banners, balloons, and award ceremony.

7. 5K Fun Run Coordination

Race Director shall provide coordination with the Race Contractor and City to assure the 5K Fun Run is produced and conducted as a community wellness and overall fitness event. Those specific tasks for the 5K Fun Run coordination are as follows:

- Coordinate the recruitment and training for any volunteers required to assist such as course monitors, finish line assistants, registration assistants, t-shirt assistants, water/aid station volunteers and set-up volunteers.

- Coordinate with the City for trash collection, water/aid station set-up, registration/t-shirt/bib distribution station set-up and vendor/sponsor banner set-up
- Coordinate with Race Contractor for all amenities related to race course lay-out, start/finish line set-up, race bib distribution, finish results, sound system set-up.

8. Post-Marathon Coordination

Race Director will schedule and conduct a post-Marathon meeting to evaluate the results and organize the responses for use in future Marathons.

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.n.
Date: August 7, 2013
Subject: Oak Harbor - Island Thrift
Facility Agreement Renewal

FROM: Steve Powers, Development Services Director *KSP*
Mike McIntyre, Senior Services Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents a five-year extension to an agreement permitting City use of a modular building owned by Island Thrift (a non-profit organization).

FISCAL IMPACT DESCRIPTION

Funds Required: Building Maintenance/Utilities/Pest Control \$ 4,250 per annum

Appropriation Source: General Fund (budgeted within OH Senior Services accounts 129.10.569.020)

SUMMARY STATEMENT

Since the end of 2001, Oak Harbor Senior Services has utilized a modular unit owned by the non-profit group Island Thrift. The unit is located on Public Facilities zoned property adjacent to the City's Senior Center. It has been used to house activities such as adult day services (2001-2010), Washington State certified caregiver training (2009-present), foot care services (2002-present) and a variety of other meetings and events all related to senior assistance and support.

As the building's owners, Island Thrift originally had an agreement with the City permitting facility use until November 2006. Since that time the agreement has been amended allowing for City use of the building for "senior services related programs and events" until November 2008 (1st amendment) and subsequently until November 2013 (second amendment).

Another 5 year extension amendment setting a new end date of November 2018 of the City's current agreement with Island Thrift has been drafted (attached). All other conditions of the agreement remain unchanged.

The Oak Harbor Senior Services Advisory Board recommends contract renewal approval and the Island Thrift Board of Directors have signed the agreement extension for City Council consideration.

City of Oak Harbor City Council Agenda Bill

RECOMMENDED ACTION

Authorize the Mayor to sign a five year agreement renewal with Island Thrift for continued use of their modular facility in support the City's senior services programs.

ATTACHMENTS

City of Oak Harbor/Island Thrift Agreement Amendment

MAYOR'S COMMENTS

AGREEMENT AMENDMENT

Subject: AGREEMENT TO FUND PURCHASE OF MOBILE HOME TOGETHER
WITH PURCHASE MONEY SECURITY AGREEMENT

THIS AMENDMENT to the subject agreement described below is made this day of _____, 2013, between the City of Oak Harbor ("City") and Island Thrift ("Thrift") as specified below.

WITNESSETH:

WHEREAS the parties entered into a contract entitled "Agreement To Fund Purchase Of Mobile Home Together With Purchase Money Security Agreement" dated July 7, 2001 for the provision of a mobile home to house an adult day care respite program (hereinafter the "Agreement"); and

WHEREAS the parties amended the Agreement on November 8, 2006 to extend the term of the agreement, and amended the Agreement a second time on October 8, 2008 to again extend the term of the Agreement and allow the mobile home to be utilized to provide additional services to senior citizens; and

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

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

A. Paragraph 2 - City Use of Mobile Home and Transfer of Title to Thrift at the End of Twelve Years is further amended, with the revised paragraph to read as follows:

2. Transfer of Title at the End of Seventeen Years. The City shall hold title to the mobile home for a period of seventeen years unless terminated earlier by operation of conditions of this agreement. At the end of seventeen years from the date of actual purchase (November 6, 2001) - November 6, 2018 - or at the earlier termination of this agreement, the City shall terminate use of the mobile home and convey title of the mobile home to Thrift. The City shall remove equipment and furnishings except sinks, bathroom fixtures, built in appliances such as ovens, stoves, hot water heater, laundry equipment. The City may remove non-built in items. The City shall return the mobile home in good repair. The Thrift shall have one hundred eighty (180) days to remove the mobile home from City property after termination. (It is anticipated that Thrift may then sell the mobile home to recover part of its investment.) Thrift recognizes that the mobile home upon return will probably have

depreciated in value by reason of age and/or normal wear. The City will maintain and insure the mobile home as described below.

B. All other portions of subject agreement remain unchanged, and in full force and effect.

In witness whereof the parties hereto set their hands on the dates inscribed

CITY OF OAK HARBOR

By _____

Dated: _____

ISLAND THRIFT

By _____

Dated: _____

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.o.
Date: August 7, 2013
Subject: Staffing in Human Resources:
HR Administrative Assistant
position.

FROM: Cheryl L. Lawler, Human Resources Manager

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

To address the staffing level needs within the Human Resources Department.

SUMMARY STATEMENT

The Human Resources Department currently has an authorized staffing level consisting of two employees equaling 1.45 FTE (Human Resources Manager: 1.0 FTE, and HR Analyst .45 FTE). In July 2012, the HR Analyst notified the City that she was going to move out of state. Through a flexible work arrangement the HR Department was able to retain the HR Analyst and her historical knowledge of the City/ Human Resources and provide a level of service from a distance. However, as well as this has worked, there are tasks and responsibilities that have been delayed in being accomplished by the lack of this onsite staff member. Throughout the past year, it has become apparent that there is a strong need to return to the onsite model to assist in the growing number of day to day HR responsibilities.

The reclassification of the position from Grade 42 to Grade 37, with a corresponding increase of .55 FTE to the HR Administrative Assistant position, will ensure that the Department will be better able to assist City departments in meeting current/anticipated human resources, to assist the department in meeting increased regulatory requirements, and to serve the citizens of Oak Harbor in a professional, cost-effective, and timely manner.

FISCAL IMPACT DESCRIPTION PER FINANCE DIRECTOR:

HR Administrative Assistant

Monthly Budget Impact

Grade 42 to 37	Increase .55 FTE	\$1,486.25
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Funding Source

Grade 43 to 34	Accountant to Acct Tech	-\$1,028.34
#508.090.0000	Ending Fund Balance	-\$457.91

City of Oak Harbor City Council Agenda Bill

The position will be funded through the following:

1. An analysis of the currently vacant Accountant (Grade 43) position proposes a reclassification of the position to an Accounting Tech (Grade 34). Accounting Tech position will absorb Accounting Tech type duties currently performed by Accountant level staff.
2. The remaining \$457.91 per month will be funded using the 2013 salary savings from the currently vacant Accountant position. 2014 differential will be funded from Ending Fund Balance (\$531,684 est. at 1/1/2014). The reclassification of the Finance position is supported by the Finance Director.

STANDING COMMITTEE REPORT

None

RECOMMENDED ACTION

Motion to eliminate the HR Analyst position (Grade 42; .45 FTE), authorize the HR Administrative Assistant position (Grade 37; 1.0 FTE), and reclassify Accountant (Grade 43) to Accounting Technician (Grade 34).

ATTACHMENTS

HR Administrative Assistant job description.

CITY OF OAK HARBOR

JOB DESCRIPTION

Job Title: *Human Resources Administrative Assistant*
Department: *Human Resources*
Reports To: *Human Resources Manager*
Status: *Non-exempt / Non-union*

Job Summary:

Plan, coordinate and perform administrative support duties (correspondence, records management, report preparation, research, hiring) to assist the Human Resources Manager while maintaining all necessary confidentiality. Perform a variety of complex and diverse clerical functions requiring full-knowledge of office procedures, appropriate computer software and independent judgment while maintaining an efficient workflow. Liaison and support other City departments with personnel matters.

Essential Job Functions:

1. Perform administrative tasks to support recruitment and selection processes (for both Civil Service and Non-civil service positions) including creating/proofing documents, advertising, collating applicant packets, screening, scheduling interviews, sending letters, tallying data and filing. Conduct criminal background and reference checks on employee candidates. Process paperwork for high school and college student interns volunteering through school programs (includes Minors paperwork).
2. Track applicant hiring data to compile yearend report; employee count by departments to compile monthly report if needed.
3. Perform administrative tasks related to the management of Labor and Industries workers' compensation records and claims. Maintain all records. Provide information to Third Party Administrator by case. Assist in preparing necessary reports including annual DOSH report. Advise City departments of claim status as needed. Process first-aid/near miss reports.
4. Perform administrative tasks related to administering FMLA Leave.
5. Maintain confidential personnel and medical files and records, including information and retention tracking.
6. Formulate/prepare correspondence, reports, charts and other documents from notes and draft materials. Coordinate and assist in the design of documents and records. Proofread and edit a variety of reports and other documents.
7. Create and maintain spreadsheets, data bases, logs and records systems. Input, retrieve, monitor, verify, transfer and purge manual and computer data/records/files/logs in accordance with archiving requirements and practices.
8. Conduct new employee orientations and exit interviews.
9. Coordinate training (set up location, ensure required equipment is available, prepare certificates, track employee attendance). Provide recommendations to HR Manager on training needs and programs, problem areas and opportunities.
10. Update and maintain the HR department website and intranet folders (input, edit, and update information and format).
11. Work cooperatively and effectively with City officials, department heads, supervisors, co-workers and the general public using good judgment in response to inquiries and to resolve concerns in a positive and timely manner using tact and courtesy.
12. Track and post current State and Federal mandated workplace posters. Disseminate to other buildings/departments for posting.
13. Process employee performance reviews. Notify departments of employees review due dates. Track completed reviews. Enter date changes.
14. Research and compile data from varied sources to prepare reports, job descriptions, special City departments' projects (i.e., flyers, brochures).
15. Maintain absolute confidentiality and handle sensitive information appropriately.
16. Complete special assignments/projects (i.e. research, writing) as required.
17. May be assigned Civil Service Secretary/Chief Examiner duties.

Associated Job Functions:

1. Attend various workshops, continuing education, meetings, seminars, and conferences.
2. Perform related duties and responsibilities as required.

Performance Requirements (Knowledge, Skills and Abilities):

- Knowledge of letter writing and basic report preparation.
- Knowledge of record keeping methods and procedures.
- Knowledge of English usage, spelling, grammar, vocabulary, punctuation and mathematics.
- Ability to learn general personnel policies and procedures applicable to the City.
- Ability to collect, compile and input (word process) information and data for a variety of reports.
- Ability to communicate effectively, both orally and in writing.
- Ability to work independently in the absence of supervision.
- Ability to operate standard office equipment including personal computer and specialized software, calculator, copy machine, and fax machine.

Working Environment and Physical Demands:

Work is performed in an office environment with some travel to other City buildings by foot or by car. Work requires reaching, twisting, turning, kneeling, bending, squatting, a normal range of hearing and visual acuity, eye/hand coordination and manipulation skills to operate a personal computer, telephone, and other equipment, as well as the ability to sit for extended periods of time and access all areas of the facility including stairs.

Experience and Training Requirements:

- High school diploma/GED equivalent **with** two years of coursework or vocational training in a combination of office management, accounting, computers, administrative, secretarial, and/or business skills, **and**
- Five years of administrative assistant experience, preferably in human resources in a municipal environment.
- Excellent computer operation skills and experience with a variety of software programs including Microsoft Office applications. Strong MS Excel and MS Word skills required.
- Valid Washington State driver's license or otherwise establish the ability to perform the job in an equally efficient manner without driving.
- Must pass background and driver's abstract check.

A combination of education, training and experience that provides the required knowledge, skills and abilities will be considered.

Established: 06/07 HR
Revised: HR 7/10, HR 5/11, 7/13

FLSA: Non-exempt
Salary: --

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the workload.

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.p.
Date: August 7, 2013
Subject: Resolution 13-19 Surplus Property

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 adopt Resolution 13-19 declaring certain obsolete equipment surplus and authorizing disposal.

SUMMARY STATEMENT

Each year the City Council declares certain obsolete equipment as surplus and authorizes disposal. These items have been determined to no longer be of practical use to the City.

The Finance and Public Works Departments have worked together to conduct a physical inventory to ensure that these assets no longer exist and can be removed from the fixed asset inventory.

A list of the obsolete equipment is attached to the Resolution.

FISCAL IMPACT DESCRIPTION

Funds Required: NA
Appropriation Source: NA

STANDING COMMITTEE REPORT

This item was reviewed at the City Council workshop on July 24, 2013.

RECOMMENDED ACTION

A motion to approve Resolution 13-19 declaring certain obsolete equipment surplus and authorizing disposal.

ATTACHMENTS

Resolution 13-19

RESOLUTION NO. 13-19

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON, DECLARING CERTAIN OBSOLUTE PERSONAL PROPERTY SURPLUS AND AUTHORIZING DISPOSAL

WHEREAS, it has been determined that the City has no further use of certain obsolete personal property items; and

WHEREAS, the City Council has determined that these items are surplus to the needs of the City and are no longer required; and

WHEREAS, the fair market value, if any, is determined for the surplus property, and its disposal will be for the common benefit; and

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

- 1) Based upon the findings and the recommendations of the City Council, the certain items of obsolete personal property belonging to the City of Oak Harbor, as shown in Exhibit A, attached hereto, are declared to be surplus to the foreseeable needs of the City.
- 2) It is deemed to be for the common benefit of the residents of the City to dispose of said property.
- 3) The Mayor or his designee is authorized to dispose of items listed in Exhibit A, attached hereto, in a manner that will be to the best advantage and in a manner which will net the greatest amount to the City of Oak Harbor.

PASSED and approved by the City Council this 7th day of August, 2013.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Valerie J. Loffler, City Clerk

Approved as to Form:

Grant Weed, City Attorney

ASSET ACCOUNT	ACCOUNT NAME	VENDOR	DESCRIPTION	CUSTODY/ASSIGNMENT	PHYSICAL LOCATION	SERVICE DATE
502.181.000	MACH/EQUIP/GENERATORS		1990 (X2) 5 KW Generator	FIRE DEPARTMENT	1400 NE 16th Ave	01/01/2001
502.181.000	MACH/EQUIP/GENERATORS		1984 30 KW Diesel Generator/Pintel Hitch	FIRE DEPARTMENT	1400 NE 16th Ave	01/01/2001
410.185.000	MACH & EQUIP-GROUNDS EQUIPMENT		Lawnmower (1987)	MARINA	1401 SE Catalina Dr	01/01/1987
810.188.000	EQUIPMENT-PD/FD/RECREATION		Playground Equipment	PARKS	SE 4th Avenue	01/01/1992
502.183.000	MACH/EQUIP-VEHICLES		08 Crown Vic-TOTALLED	POLICE DEPARTMENT	860 SE Barrington	08/01/2008
502.188.000	MACH/EQUIP-OFFICE/DATA PROCESS		1992 PD Computer Network System	POLICE DEPARTMENT	860 SE Barrington	01/01/1992
502.188.000	MACH/EQUIP-OFFICE/DATA PROCESS		PD Server	POLICE DEPARTMENT	IT Dungeon	01/01/2007
810.186.000	OFFICE EQUIPMENT		COPS, 120MH 2GB 16 RAM Pentium	POLICE DEPARTMENT	860 SE Barrington	09/01/1995
810.187.000	MEDIA EQUIPMENT		Zetron Communication Consoles (2)	POLICE DEPARTMENT	860 SE Barrington	01/01/1992
810.188.000	EQUIPMENT-PD/FD/RECREATION		3-M Micro Processor Camera	POLICE DEPARTMENT	860 SE Barrington	04/01/1983

City of Oak Harbor City Council Agenda Bill

Bill No. 6.a. Ordinance 1662

Date: August 7, 2013

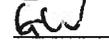
Subject: Code Amendment – Oak
Harbor Youth Commission

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

This agenda bill presents a draft ordinance that amends Oak Harbor Municipal Code Title 2, Administration and Personnel, Chapter 250, Oak Harbor Youth Commission, to permit the dismissal of a member that has 3 consecutive unexcused absences from regular meetings.

FISCAL IMPACT DESCRIPTION

Funds Required: N/A

Appropriation Source: N/A

SUMMARY STATEMENT

The Oak Harbor Municipal Codes does not presently allow for the dismissal of an Oak Harbor Youth Commission member that has 3 consecutive unexcused absences from regular meetings. At the May 7, 2013 meeting of the Oak Harbor Youth Commission, the members approved such an addition and forwarded a letter to Mayor Scott Dudley requesting the change. In response to that request, Mayor Dudley directed staff to prepare an ordinance to incorporate the commission's proposal.

RECOMMENDED ACTION

That Council adopt Ordinance 1662.

ATTACHMENTS

1. Minutes from the Oak Harbor Youth Commission May 7, 2013 Meeting
 2. Letter from Mayor Scott Dudley to the Oak Harbor Youth Commission dated May 16, 2013.
 3. Ordinance 1662.
-

ORDINANCE NO. 1662

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING SECTION 2.250.030, "ORGANIZATION" OF THE OAK HARBOR MUNICIPAL CODE ADDING ATTENDANCE REQUIREMENTS FOR YOUTH COMMISSION MEMBERSHIP

WHEREAS, the City of Oak Harbor is authorized to adopt ordinances for the general welfare of its citizens; and

WHEREAS, the City of Oak Harbor has established the Oak Harbor Youth Commission codified as Chapter 2.250 of the Oak Harbor Municipal Code; and

WHEREAS, Chapter 2.250 of the Oak Harbor Municipal Code provides for the appointment of members and Youth Commission organization; and

WHEREAS, the Youth Commission believes it is desirable to establish an attendance that allows for the removal of members who fail to attend three consecutive regular meetings; and

WHEREAS, on May 7, 2013, the Youth Commission passed a recommendation that the City Council amend Section 2.250.030 OHMC to establish this attendance standard;

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

Section One. Oak Harbor Municipal Code Section 2.250.030, last amended by §1 of Ordinance No. 1625 in 2012 is hereby amended to read as follows:

2.250.030 Organization.

- (1) Chairperson. The commission shall elect its own chairperson and secretary.
- (2) Regular Meetings. The commission shall meet at least quarterly. (To the extent reasonably possible, the youth service provider community of Oak Harbor will be advised of the meetings and topics.)
- (3) Attendance. Members who fail to attend three (3) consecutive regular meetings may be considered to have vacated their position and may be replaced as provided herein.
- (4) Rules of Procedure. The commission shall follow procedures under Chapter 2.65 OHMC and may adopt supplemental procedures. (Ord. 1625 § 1, 2012; Ord. 1463 § 5, 2006).

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

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

PASSED by the City Council this 7th day of August, 2013.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

Valerie J. Loffler, City Clerk

Grant K. Weed, Interim City Attorney

Introduction: July 2, 2013
Adopted: August 7, 2013
Published: August 10, 2013

Oak Harbor Youth Commission Meeting Minutes
May 7, 2013 at 5:15pm
United Way office

- **Committee members in attendance:** Anne Murphy, , Cathy Niiro, Andrea Thomas, Duncan Chalfant, Kathi Phillips, Mark Brown, Rae Wood
- **Committee members not in attendance:** Allison Johnston (Excused-Maternity leave), Peggy Fenstermaker, Tara Hizon, Ron Lawler, Lynn Goebel, Madeline Mosolino, McKenzie Schneider

Guest members: Rebecca Ford (NWESD Prevention/Intervention Specialist at OHHS), Cedric Niiro (OHPD), Ashley Updike (Island County Recovery Services), Jenniferr Yzaguirre (OHPD)

Agenda Item	Notes	Action Items
<p>Call to Order, Introductions, Review and Approval of Minutes, Interim Chair – Cathy Niiro</p>	<p>April Minutes</p> <p>OHYC Elected Rae Wood, Chair and Cathy Niiro, Interim Secretary of Oak Harbor Youth Commission</p> <p>Caught in the Act Awardee: Jonathan McLaughlin will be recognized at the City Council meeting tonight, May 7, 6:00 pm. An award was generated for Chair Rae to present. Rae requested that the OHYC website have a clear Caught in the Act nomination form. Presently it is titled Incentive. Request that it be changed to Caught in The Act Nomination Form. be</p> <p>New Members: Emily Maughan, Public Health Coordinator, Island County Public Health was approved by the City Council to the OHYC. The OHYC recommended that we send a letter to the Mayor requesting an Oak Harbor Police Department representative. Status of NAS Whidbey representative is still pending, though request was approved. Who that person will be is unclear at this time.</p> <p>interest in the position, to e-mail in their request to be considered.</p>	<p>Approved</p> <p>Approved</p> <p>Ask Tara to make the change</p> <p>Letter sent May 8 requesting OHPD rep.</p>
<p>Holland Happening Booth – Andrea Thomas and Rebecca Ford</p>	<p>Holland Happening Booth was a success on April 27. The Pledge Board was filled with signatures. Thanks to Andrea and Rebecca for booth design. Thank you for those that manned the booth: Andrea, Rebecca, Cathy, Cedric, Lynn, Rae, Ashley and Ron. Thanks also to Cathy Lange for use of her awning.</p>	
<p>Law Enforcement Partnerships Project to Reduce</p>	<p>OHYC was awarded a \$7,500 grant to partner with OHPD to enforce underage drinking laws with local retailers. OHPD will conduct a total of 10 compliance checks to assess youth access to alcohol in April and</p>	

<p>Underage Drinking Grant</p>	<p>May. OHYC will be responsible for publicizing the results of these efforts to the broader community.</p> <p>As Part of the OHYC Responsibilities for the Grant: <u>Public Awareness:</u></p> <p>Completed: Letters were sent out to local business informing them of the impending compliance checks on March 21. (Grant Requirement by March 31)</p> <p>To raise public awareness a press release was distributed on April 10 in regards to the upcoming compliance checks to the local media. (Grant Requirement by April 17th). Cathy N. completed.</p> <p>Officer Jennifer Yzaguirre reported on the results of the compliance check held April 20, one failure. She is currently working on the second compliance check.</p>	
<p>Strategic Plan Update: Allison</p>	<p>No report</p>	
<p>Form Community Resource Group (Pending)</p>	<p>No report</p>	
<p>Additional Announcement</p>	<p>The OHYC approved as part of the Ordinance No. 1625 under 2.250.020 Membership: Members who fail to attend (3) consecutive regular meetings may be considered to have vacated their position and may be replaced as provided herein.</p> <p>Request made to distribute a current Roster List including terms of service. Question on whether Staff (Rebecca) needs to complete a bio form apply to City as a member of the OHYC?</p>	<p>Approved. Letter sent to Mayor requesting change May 8.</p> <p>Ask Allison upon her return.</p>
<p>NEXT MEETING DATE: WEDNESDAY, JUNE 12, 5:15 AT THE UNITED WAY OFFICE</p>		

The mission of the Oak Harbor Youth Commission is to advocate for coordinated strategic services, in both the public and private sectors, to meet the needs of Oak Harbor youth.



City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR



865 S.E. BARRINGTON DRIVE
OAK HARBOR, WASHINGTON 98277
(360) 279-4502
FAX (360) 279-4507

May 16, 2013

Oak Harbor Youth Commission
admin@oakharboryouth.org

Dear Commissioners:

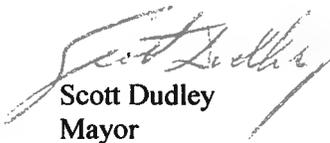
On May 8th, I received two letters from the Oak Harbor Youth Commission. One letter was signed by Chair Rae Wood inquiring about adding a representative from the Oak Harbor Police Department to the Oak Harbor Youth Commission. The other letter was signed by Interim Secretary Cathy Niuro regarding your vote to add additional wording to the Oak Harbor Municipal Code section 2.250.020 of "Members who fail to attend (3) consecutive regular meetings may be considered to have vacated their position and may be replaced as provided herein".

Whereas, I appreciate your enthusiasm in regulating your own board, the commission functions as an advisory body to the mayor and city council. The city council is the governing body that has the authority to make changes to the municipal code. With that said, I offer the following suggestion so that we can bring forward your recommendations.

Please supply a copy of your minutes from the meeting, or meetings, where a majority voted to approve these recommendations. Once the minutes are received, Administration can begin the process of bringing forward these two recommendations. The process will begin with an introduction of the code changes at a council meeting, then at the following council meeting, a second reading and adoption, if so approved by the city council. We will keep you informed as to the council meeting dates.

Thank you for your service to our community. Please let me know if you have any questions.

Sincerely,


Scott Dudley
Mayor

.cc: Oak Harbor City Council
Larry Cort, City Administrator

City of Oak Harbor City Council Agenda Bill

Bill No. 6.b.
Date: August 7, 2013
Subject: Island County Twenty Year
Population Projection (2016-
2036)

FROM: Steve Powers, Development Services Director *RP*

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents the proposed twenty year (2016-2036) population projection for Island County. The projection is used to update the comprehensive plans of Island County, Coupeville, Langley and Oak Harbor as required by the Growth Management Act.

FISCAL IMPACT DESCRIPTION

Funds Required: N/A

Appropriation Source: N/A

SUMMARY STATEMENT

The Growth Management Act (GMA) requires that the comprehensive plans of a county, and the cities within it, be consistent with one another (RCW 36.70A.100). One of the primary factors that ensure consistency between the comprehensive plans is agreement on a county's twenty year population projection. This number establishes the basis for all land use, transportation, utility and governmental services planning for the county and the jurisdictions that are within it over the next twenty years. These elements are further coordinated through a community's capital facilities plan. It also sets the foundation for growth allocations within the county; these allocations determine how much of the growth will occur in urban growth areas and how much will occur in the rural areas.

It is important for the jurisdictions to choose a reasonable population projection. Overestimating or underestimating the population projection can have consequences to all jurisdictions within the county. If overestimated, a jurisdiction may be planning for infrastructure and services not needed within the planning horizon. If underestimated, there may be insufficient land or infrastructure to support growth within that same horizon.

City of Oak Harbor City Council Agenda Bill

Island County, Coupeville, Langley and Oak Harbor have begun the process of jointly approving the 20-year population projection for the next planning horizon (2016 to 2036). The planning horizon corresponds with the next GMA-mandated update to the comprehensive plans for these communities.¹

POPULATION PROJECTION PROCESS

The population projection process begins with the State. The Washington State Office of Financial Management (OFM) is tasked with providing population projections for all counties in the state. OFM uses several factors such as birth rates, death rates, annexations, migration, etc. and provides a range (low, medium and high) of populations to choose from. Next, counties choose a population within that range and make slight modifications as needed based on local conditions. In this case, Island County reviewed OFM's projection, suggested adjustments, and then shared that information with the cities and town. Their recommendation of an estimate of 85,387 (and the supporting analysis) is provided in a memo attached to this agenda bill as Exhibit A. Their projection did not take into account any population increase associated with additional squadrons locating at NASWI as that information was not known at the time their memo was prepared. Oak Harbor staff suggested that once that information became available the projection could again be modified.

The City received preliminary information from the Navy regarding the possible population increase. That information, and the calculations and justification for that increase, is provided in the Planning Commission report that is attached as Exhibit B. Using demographics, median household sizes and commuting trends, staff determined that North Whidbey may experience a population increase of approximately 2530 as a result of the operational change. Staff believes that this increase is in addition to any natural increase in population and will therefore need to be added to the County's proposed population of 85,387. The County has accepted this rationale and is proposing a twenty year population projection of 87,917 persons.

Legislative action by Island County, Coupeville, Langley and Oak Harbor approving this population projection establishes the intent of each jurisdiction to utilize it in their respective planning efforts. A resolution approving the projection is attached for the City Council's consideration.

PLANNING COMMISSION

The Planning Commission reviewed proposed population projection for Island County at its June 25, 2013 meeting and recommended that the City Council accept the proposed twenty year population projection of 87,917 persons

¹ The GMA requires select counties and cities planning under the GMA to update their Comprehensive Plan on or before June 30, 2016. Island County, Coupeville, Langley and Oak Harbor are subject to this deadline.

City of Oak Harbor City Council Agenda Bill

RECOMMENDED ACTION

Approve Resolution No.13 - 17

ATTACHMENTS

1. Island County Population Projection Research and Recommendation memo, dated May 30, 2013
2. June 25, 2013 Planning Commission report on 2016 Comprehensive Plan Update
3. Resolution No. 13-17

RESOLUTION NO. 13- 17

A RESOLUTION ACCEPTING THE 20 YEAR POPULATION
PROJECTION FOR ISLAND COUNTY AS A BASIS FOR THE 2016
COMPREHENSIVE PLAN UPDATE AND THE COUNTY WIDE
PLANNING POLICIES

WHEREAS, in accordance with RCW 36.70A.110, counties planning under RCW 36.70A.040 are required to plan for growth projected to occur for the succeeding twenty year period; and

WHEREAS, RCW 36.70A.210 requires each county planning under the Growth Management Act (GMA) to adopt county-wide planning policies (CWPP) in cooperation with cities located within the county; and

WHEREAS, the CWPP is used solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted pursuant to GMA; and

WHEREAS, the framework for the CWPP is to ensure that city and county comprehensive plans are consistent; and

WHEREAS, selecting a twenty year population projection is the basis for planning for growth in the county and the cities within it; and

WHEREAS, accepting the twenty year (2016-2036) population projection for the County provides consistency between City and County Comprehensive Plans; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Oak Harbor accepts the population of 87,917 for Island County as the projected population for the 2016-2036 planning period:

PASSED by the City Council and approved by its Mayor this 7th day of August, 2013.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

City Clerk

Approved as to form:

Grant Weed, Interim City Attorney

CITY OF OAK HARBOR

TO: PLANNING COMMISSION
FROM: CAC KAMAK, SENIOR PLANNER
SUBJECT: 2016 COMPREHENSIVE PLAN UPDATE, CWPP – COUNTY/CITY
DATE: 7/31/2013
CC: STEVE POWERS, DEVELOPMENT SERVICES DIRECTOR

2016 Comprehensive Plan Update – Oak Harbor

Staff has been continuing the review of the Comprehensive Plan against the checklist that the WA Department of Commerce has provided. The review will provide information on whether the City's plan is GMA compliant to determine the scope of the update. This review is almost complete; however, the extent of the changes needed to update the Plan is yet to be determined. Staff will start presenting more information on this in the next few meetings.

Since population demographics forms a corner stone in determining services for a community, staff has been compiling information from the 2010 census and other data sources. At the May 28th meeting, information on population growth, age and sex ratios, median age and age distribution was presented to the Planning Commission. At the June 25th meeting information on households and housing characteristics will be presented. Information on the economic profile of Oak Harbor has already been presented to the Planning Commission by Senior Planner Ethan Spoo as part of his work with the Economic Development Committee. Staff will be referring to these data sets when key assumptions need to be made for planning decisions. Some of this data is already playing a role in the population projections for the Navy and Island County discussed further in the memo.

Work on the City's Plan also involves coordination with the County. City staff met with Island County Planning staff to discuss the 20 year population projection for the County. The County needs to adopt a 20 year projection as part of their required GMA update. The 20 year projection has implications for the County Wide Planning Policies (CWPP) and will also have impacts on the growth allocations discussions that will follow. More information on the County's 20 year projection is provided in the section below on Island County's update.

Population impacts of Base expansion- Navy

Since the announcement that P-8 squadrons will be assigned to NAS Whidbey, City staff has been in contact with the Navy to determine potential impacts of the population

increases associated with these squadrons. The initial announcement in the news media indicated that seven P-8 squadrons would be assigned to Whidbey Island with a tentative schedule of having two squadrons by 2015, one in 2016, three in 2017 and one in 2018. More recent estimates provided by the Navy indicate that there will be an increase of four squadrons by 2015 and remaining three are yet to be confirmed. Even though the Navy cannot confirm the latter three squadrons, for planning purposes, the City should plan for the potential of all seven squadrons being assigned to NAS Whidbey in the next five years.

Preliminary information provided by the Navy indicates that approximately 265 military personnel are associated with each squadron. However, the Navy has indicated that is not a straight 7×265 (1855) increase in personnel. The Navy initially estimates that there will be an increase of approximately 450 new personnel by 2015 with the first four squadrons since existing personnel on base will be transitioning to the new squadrons. If the three additional squadrons are confirmed for NAS Whidbey, then the 265 per squadron can be used to determine the increase in personnel resulting in an additional 795 (3×265) personnel. Therefore, the total potential increase in military personnel over the next five years is approximately 1245 ($450 + 795$).

It can be assumed that all 1245 personnel will not live on Whidbey Island and that a certain percentage of people will choose other communities for various reasons. Since the residential location of personnel that work at NAS Whidbey is not tracked, existing distribution of personnel within various areas that serve the base cannot be used to determine where the increase in personnel will choose to live. Therefore some assumptions need to be made in trying to determine the percentage that may choose to live on Whidbey Island. In determining whether this percentage will be high, low or medium we can consider the following factors:

- There is a natural desire for people to live within a short commute to work. An American Community Survey study indicates that of all reported commutes in the US for full time workers, approximately 5% are considered to be long. Census commute time indicate that the average commute time for the US is 20 minutes and in WA it is about 26 minutes. Considering a 26 minute commute radius for NAS Whidbey puts a large area of Whidbey Island and Fidalgo Island within commute distance. For cities that serve NAS Whidbey, other than Oak Harbor, Anacortes falls within the commute distance. Therefore in determining where people may choose to live, we may have to consider a natural tendency for people to look at where housing is available. This information can be obtained by looking at the census data on vacancy rates and well as the current market for rental and for-sale homes.
 - The vacancy rate for both Anacortes and Oak Harbor are nearly identical with Oak Harbor slightly higher at 9.2% and Anacortes at 9.1%. However, there are more for-rent units available in Oak Harbor than Anacortes as the table below indicates. The vacancy rate for Anacortes is

driven by the higher number of seasonal use units which may not be available for longer term leases.

Housing Occupancy	Oak Harbor		Anacortes	
	Number	Percent	Number	Percent
Total housing units	9,553	100.0	7,680	100.0
Occupied housing units	8,677	90.8	6,980	90.9
Vacant housing units	876	9.2	700	9.1
For rent	467	4.9	163	2.1
Rented, not occupied	56	0.6	25	0.3
For sale only	144	1.5	164	2.1
Sold, not occupied	18	0.2	28	0.4
For seasonal, recreational, or occasional use	72	0.8	214	2.8
All other vacant	119	1.2	106	1.4

- To view the current market for housing, real estate websites are a good resource since they are trying to market the available units. A commonly used website is zillow.com. These websites provide house hunters an effective tool in searching for areas to live. A search for rentals on this website in the North Whidbey (98277) area and the Fidalgo Island indicates that Oak Harbor has a really high concentration of rentals compared to that unincorporated North Whidbey, Fidalgo Island and Anacortes. Exhibit A is a screen shot of rentals available in the area on June 20, 2013. Exhibit B and C are screen shots of the for-sale units available on June 20, 2013 in North Whidbey and Fidalgo Island. These exhibits indicate that Oak Harbor has a higher number and concentration of units available for absorption within NAS Whidbey’s commute distance. Therefore the combination of shorter, and therefore more desirable, driving time and the availability of more units positions Oak Harbor to absorb most of the increase in military personnel.
- Transportation costs are increasing and investments in the transportation system is not keeping pace with population increases that can lead to increased commute times.
- The Oak Harbor school districts has invested in capital facilities and generally made it desirable for families to locate in and around a Oak Harbor.

Considering the above factors, we can assume that a high percentage of people will choose to live in and around Oak Harbor (North Whidbey). Therefore for planning purposes we can assume that to be approximately 80% or approximately 1000 military personnel. Applying a household size of 2.53 (2010 Census) to 1000 military personnel,

we can determine that the approximate population increase in North Whidbey due to military expansion is 2530.

2016 Comprehensive Plan Update and CWPP – Island County

As indicated earlier, city staff met with Island County planning staff to discuss the 20 year population projections for Island County. Adopting a 20 year projection for Island County is a critical step in the 2016 Update to the Comprehensive Plan for the County. It sets up the discussion for growth allocation within the county and will therefore eventually have an impact on Oak Harbor’s 20 year projection. The City’s assessment and acceptance of the County’s 20 year projection is a critical step in establishing consistency, which is an essential requirement of the County Wide Planning Policies.

The Office of Financial Management (OFM) provides a range of population projections for jurisdictions to choose from. They categorize them as *high*, *medium* and *low*. Excerpts from the OFM projections are provided in the table below.

Island County	2010	2016	2020	2025	2030	2036
Low	78,506	71,432	70,516	69,866	69,410	69,004
Medium	78,506	80,808	82,735	85,073	87,621	90,848
High	78,506	92,984	99,714	107,420	115,351	124,992

The information provided by OFM is to be used as guidelines and a jurisdiction may choose to consider locally available information to pick a projection that does not fit in the predetermined *low*, *medium* and *high* categories.

Island County planning staff has done research (see Exhibit D) into the OFM projections and has made a sound case for choosing a population projection that falls between the *low* and *medium* projections. The justification for choosing this range is summarized below.

- OFM appears to have overestimated Island County’s total fertility rate. This is supported by the 2010 census data that shows the median age of the county increasing and the median age for females is higher than the males. Because of the diverse age-sex ratios in Island County due to the presence of the base, OFM applies a general fertility rate in the projection calculations which may be higher than what the demographics indicate.
- The OFM numbers are optimistic on in-migration patterns. This is supported by trends in commuting.
- The rate of population growth has dropped by half in each successive decennial census period.

Taking into account the factors outlined in Island County's research (Exhibit D), Island County proposed a 20 year population projection of 85,387 on May 30, 2013. At the time of the meeting, information on the P-8 squadrons and their population was not available. Therefore the projection of 85,387 did not take any base expansion into account. County planning staff agreed to add the base expansion numbers to the 85, 387 number when it was available. As discussed in the above section, City staff provided the 2530 population number to Island County on June 18, 2013. Therefore the current proposal for Island County's 20 year population projections is 87,917 which falls slightly below the medium projections by OFM.

Oak Harbor Planning Commission

As mentioned above, the 20 year population projection for Island County is a critical step in establishing consistency for the County Wide Planning Policies. Acceptance of County's proposed 20 year population projection by all jurisdictions lays the groundwork for consistency for further planning efforts in the county and the cities located within it. Therefore planning Commission is requested to review the information provided and make a recommendation to the City Council on Island County's 20 year population projection.

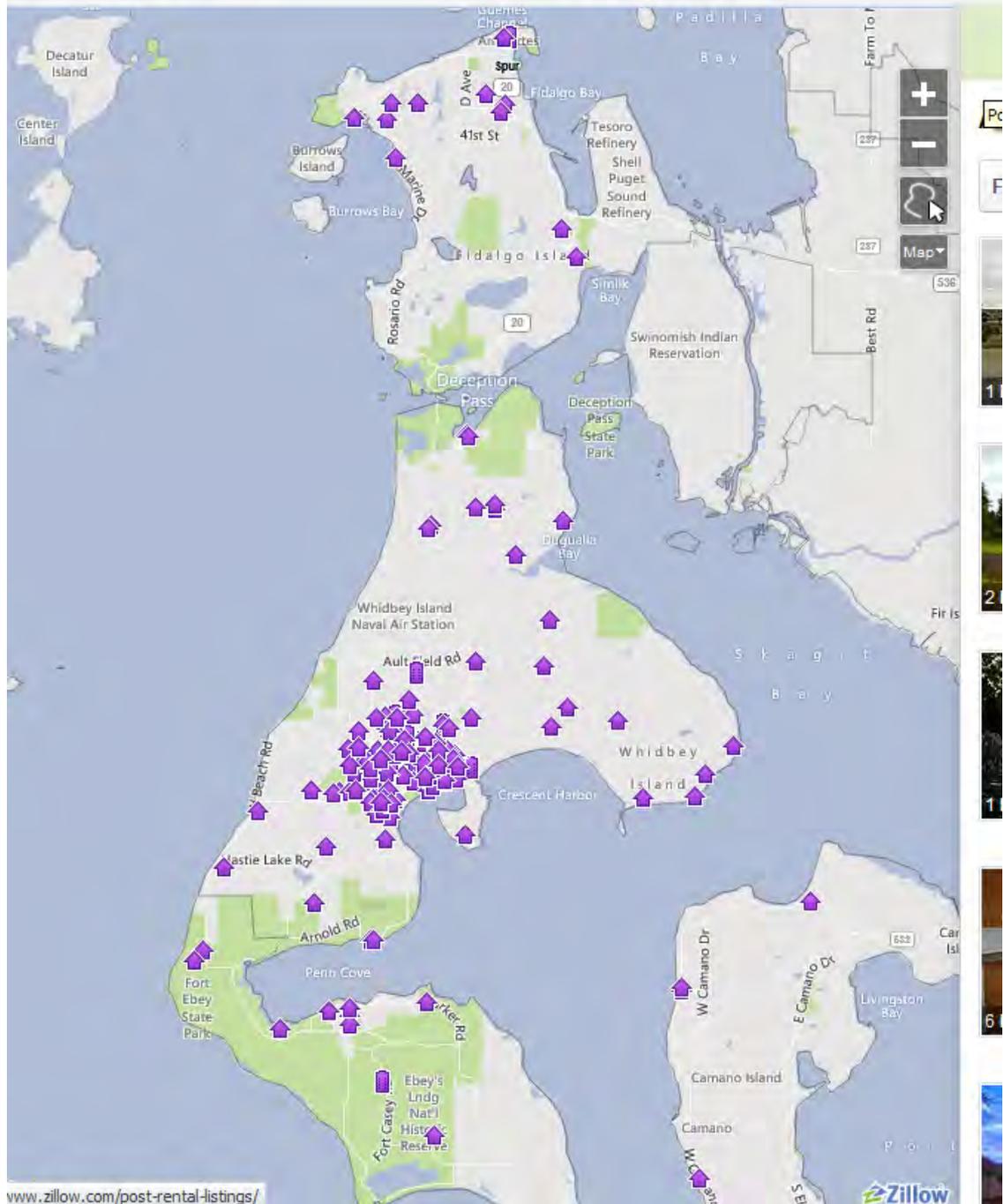
Recommended Action

Staff requests that the Planning Commission forward a recommendation to the City Council to accept 87,917 as the 20 year population projection for Island County.

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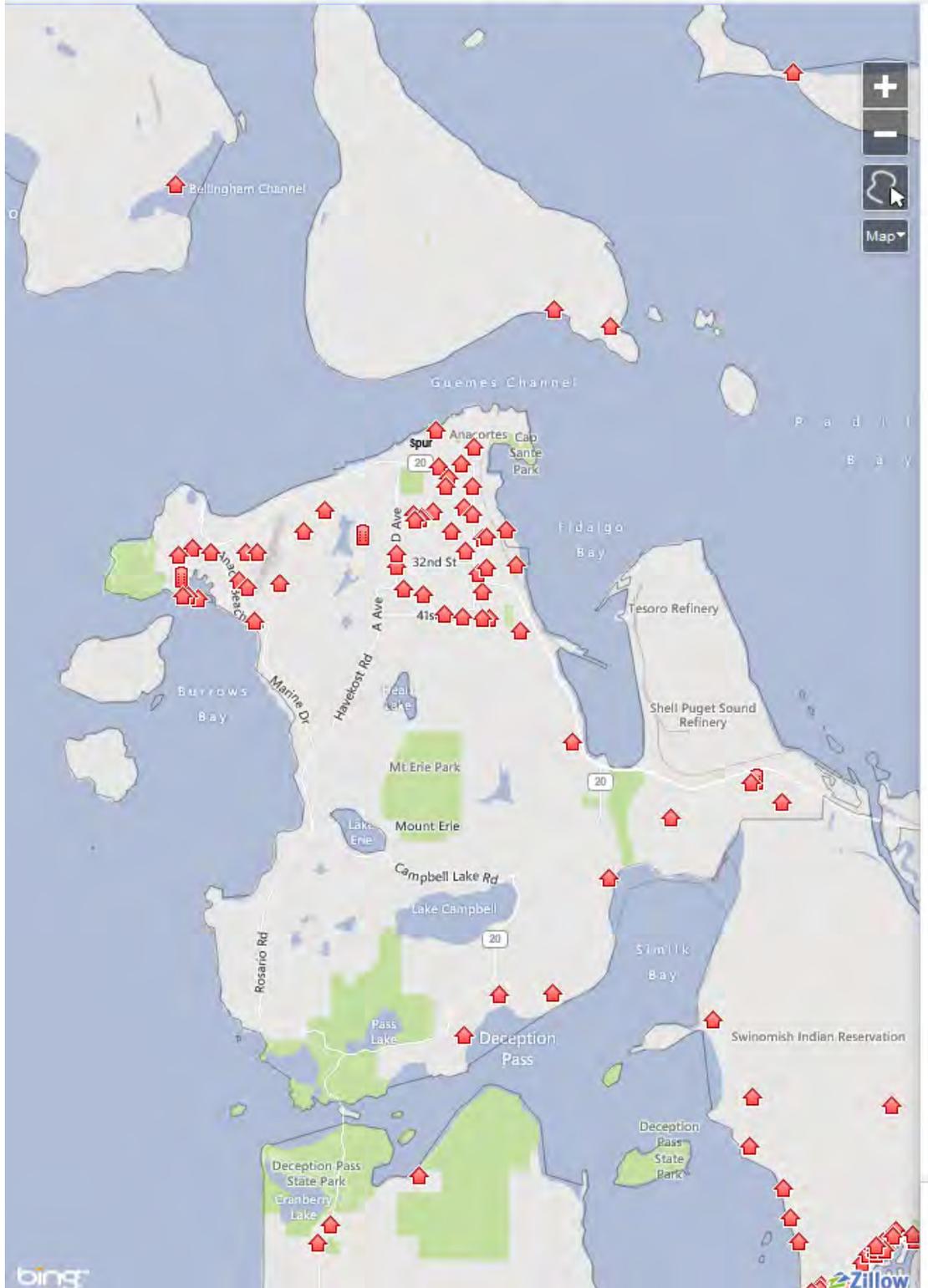
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oak harbor wa 98277

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ISLAND COUNTY PLANNING & COMMUNITY DEVELOPMENT

PHONE: (360) 679-7339 ■ from Camano (360) 629-4522, Ext. 7339 ■ from S. Whidbey (360) 321-5111, Ext. 7339
FAX: (360) 679-7306 ■ 1 NE 6th Street, P. O. Box 5000, Coupeville, WA 98239-5000. Internet Home
Page: <http://www.islandcounty.net/planning/>

TO: Intergovernmental Working Group

FROM: _____ Brad Johnson, Senior Planner

DATE: May 30, 2013

SUBJECT: Population Projection Research & Recommendation

Intergovernmental Working Group members:

Island County Planning & Community Development has completed our initial population projection research. Based on this research we are recommending that countywide planning efforts proceed with a population projection range that is slightly below the OFM medium range projection.

In developing our recommendation we employed a systematic approach. We utilized OFM's medium series projection as a starting point. According to OFM, the medium series projection represents the most probable population outcome. We analyzed OFM's input variables for population projections and further refined OFM's projection by gathering and analyzing a variety of demographic and economic data. We also analyzed past growth trends and projection efforts.

Key Findings:

- The primary variables affecting population include natural increase and net migration.
- OFM appears to have overestimated Island County's total fertility rate (TFR)
- The assumptions regarding in-migration appear to be overly optimistic.
- Census data shows that after peaking in the period between 1970 and 1980, the rate of population growth has dropped by half in each successive decennial census period (See Appendix B).

- The median age in Island County has increased at a consistent rate and surpassed the median age for Washington State in the middle of the 1990s (See Appendix A)
- The median age in North Whidbey Island is dramatically lower than the other three planning areas.
- Because OFM's medium projection is considered to be the most likely and probable outcome, and because this projection was derived from overly optimistic migration and fertility rates, the population projection should reflect a number that is less than the medium projection.

Natural Increase Factors:

Natural increase reflects the balance of new births and total deaths within the population.

Mortality Rate Factors:

- OFM assesses mortality rates by looking at life expectancy within a given population and the presence or absence of characteristics associated with life expectancy.
- OFM provided the following projection for mortality rates in April 2012. The County has no objection to these forecasts.

	2010	2015	2020	2025	2030	2030	2040
Life Expectancy	78.8	79.6	80.3	81.1	81.8	82.6	83.3
Deaths (Forecast)	3,055	3,725	4,468	5,035	5,534	6,016	6,365

Fertility Rate Factors:

- OFM recognizes considerable variation for Total Fertility Rates (TFRs) at the county level, but also suggests that most counties have consistent trends over time.
- Variables impacting TFRs include populations with a larger portion of immigrants; particularly Hispanic populations and first generation immigrants.
- Women with higher levels of educational attainment or who are in the labor force tend to have lower TFRs than their counterparts.
- TFRs tend to be low in counties with a high proportion of females in their pre-retirement and retirement years relative to females in their childbearing years.
- From 1980 to 2010 the median age for Island County has increased from approximately 30 years old to approximately 43 years old (See Appendix A).
- The median age for the female population in Island County is slightly higher, and increased from approximately 31 years old in 1980 to approximately 45 years old 2010 (See Appendix A).
- OFM identifies counties with high, medium, and low fertility rates. OFM did not place Island County into any of these categories. OFM claims that the diverse

characteristics of Island County make generalizations difficult, so the TFRs for Island County (and other rural counties that are difficult to characterize) are held constant at the 2010 levels.

- OFM projected a Total Fertility Rate of 2.1 out to 2040 for Island County. The TFR rate for WA State is slightly above 1.9. We disagree with the assumption that the County will maintain a TFR of 2.1 when considering patterns associated with the median age for females.

Migration Factors:

Migration is generally driven by growth in the local job market or by growth in the regional job market and can also be driven by an increase in the retirement population.

Job Growth & Commuting Factors:

- Regional job market growth will positively affect growth if the jobs are within commuting distance. If jobs added to a region are not within commuting distance they will have little impact on migration or population increase.
- With the exception of Naval Air Station Whidbey, Island County has no large primary sector employers, so job growth on Whidbey Island cannot be expected to draw large number of migrants.
- With respect to regional job growth, job growth in the Puget Sound area is expected to be robust, however; Whidbey Island's Planning areas are increasingly isolated from these jobs.
- Throughout history the average commute time (not distance) for the US has remained relatively constant at about 20 minutes. In Washington the average commute time is currently 26 minutes. Large numbers of commuters cannot be expected to endure a commute that is significantly longer than average.
- Trends suggest that people are increasingly driving less, increasingly less inclined to endure lengthy commutes, transportation costs are increasing and regional investments in transportation systems may not keep pace with population growth further lengthening commute times to Whidbey Island.
- With the exception of Camano Island, no planning area has a major employment center within the standard commuting distance. Notably, commute times from South Whidbey to the major population centers in the Seattle area are all an hour or more.
- All major transit providers serving Mukilteo have recently reduced service to the Mukilteo ferry terminal and no major capacity or service improvements are planned.
- The ferry connection to South Whidbey has a finite vehicle capacity and this capacity cannot be easily or practically increased; furthermore, no plans exist to increase capacity and even if such plans did exist no viable funding sources exist to increase capacity.
- Job growth in North Whidbey will be closely tied to NAS Whidbey. Oak Harbor is not within commuting distance of major regional employment

centers and its lack of centrality makes it an unattractive location for people who do not work on Whidbey Island.

- Camano Island is within commuting distance of major population centers but lacks a UGA to accommodate growth. Transportation challenges can be expected to increase commute times

Job Growth & Commuting Conclusions

- Job related growth, or growth in the working age population in the South Whidbey planning area will be negative or flat
- Job related growth, or growth in the working age population in the North Whidbey planning area will gradually increase due to planned investments at NAS; however, regional job growth will have little impact on the North Whidbey planning area.
- Job related growth, or growth in the working age population in the Camano planning area will increase gradually and will generally reflect job growth in north Puget Sound employment centers (Marysville, Arlington Mt. Vernon, Burlington etc).

Retirement Growth

- Growth stemming from increases in the retirement population is difficult to predict. In the past, retirees have been a major component in Island County's growth; however, this may change.
- Retirees are increasingly seeking amenity and recreation rich areas. The most amenity rich areas of Island County are already developed
- Many "baby boomer" generation retirees cannot afford to sell their existing homes and lack the financial resources to move someplace like Island County. This contrasts sharply with the previous generation of retirees which represented the highest net worth group in America.
- Older retirees value proximity to health services and alternative transportation modes when relocating. Health care services are overwhelmingly concentrated in the Central Whidbey Island planning area placing these services at a significant distance from the South Whidbey population.

Risk Assessment & Mitigation

There are risks associated with selecting a population projection that is too high or too low. The GMA requires that Counties and Cities develop capital facilities plans that clearly identify how services will be provided for any expected increase in population. In urban growth areas, "urban level services" must be provided. Generally, urban services are construed to include costly infrastructure such as sanitary sewer systems. Planning for too much growth can mean over investing in expensive infrastructure. If the tax or user base necessary to support these services fails to materialize, existing tax/rate payers may be forced accept higher taxes or fees.

Underestimating future growth also carries significant risks; for example, undersized urban growth areas can result in a lack of buildable land causing housing supply shortages. These shortages can significantly increase the cost of housing, pricing residents out, and causing workers to endure long commutes. Undersized urban growth areas can also encourage inefficient rural development on the urban fringe. In total, Island County believes the risks associated with overestimating future population growth outweigh those of underestimating it. Furthermore, it may be possible to incorporate innovative measures into the Countywide Planning Policies to minimize the risks associated with underestimating future population growth. These measures have been summarized below.

Risk Mitigation Measures

- Build very specific UGA modification provisions into the Countywide Planning Policies to depoliticize future UGA modifications. These policies could be structures to treat future UGA expansion proposals like a permit application. If certain growth and UGA management criteria were met the expansion would be approved. This would speed the process of modifying UGAs to meet Island County’s unique need to be able to accommodate rapid changes in NAS Whidbey.
- Utilize urban reserves; urban reserves are areas outside of urban growth areas which are planned for, but not available for urban growth. Utilizing urban reserve areas in conjunction with the specific UGA modification procedures outlined above would allow Cities, in cooperation with the County, to engage in long term planning. If they chose to do so Cities could develop conceptual urban service and transportation plans for urban reserve areas.
- Within UGAs incorporate additional flexibility into existing zoning regulations to allow housing to be built in more places. In the event of major population changes this would allow housing to be built in places that would otherwise be passed over. Such provisions could include additional allowances for mixed commercial and residential development in areas which are zoned exclusively for commercial or office uses.

Neighboring Jurisdictions:

Skagit County: Midpoint between 2002 OFM low and medium range projections
Snohomish County: Point between 2002 OFM low and medium range projections

Appendix A: Median Age

Median Age: Total Population

Year	Washington State	Island County
1980	29.77	29.26
1981	30.03	29.48

Median Age: Female Population

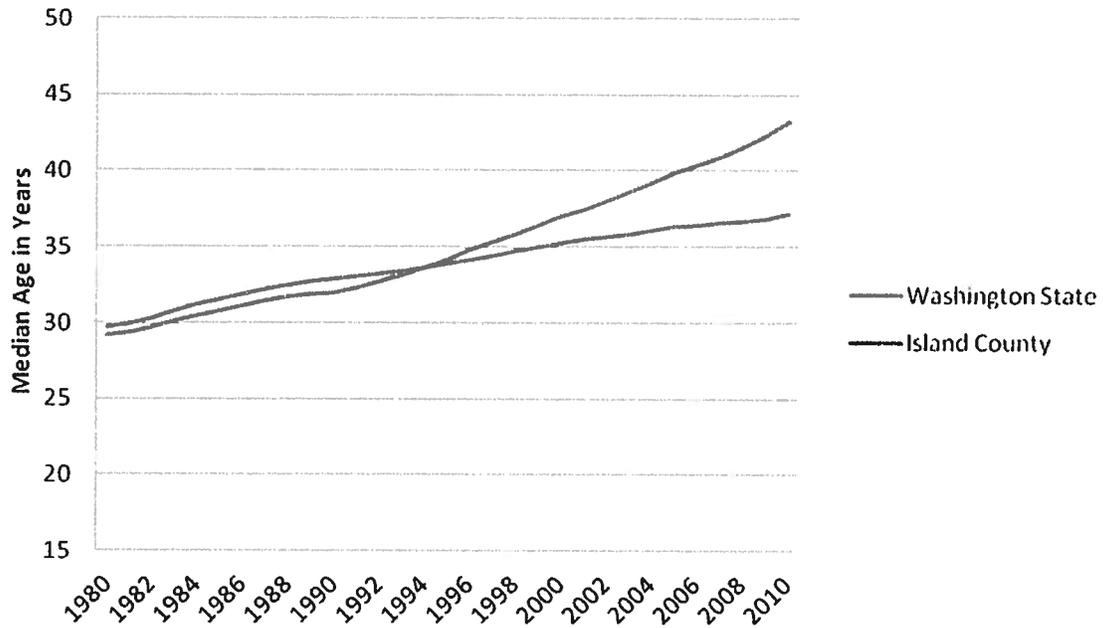
Year	Washington State	Island County
1980	30.64	31.08
1981	30.87	31.27

1982	30.37	29.76
1983	30.88	30.21
1984	31.25	30.55
1985	31.59	30.87
1986	31.96	31.23
1987	32.28	31.52
1988	32.55	31.76
1989	32.77	31.94
1990	32.96	32.07
1991	33.11	32.42
1992	33.28	32.82
1993	33.47	33.25
1994	33.71	33.75
1995	33.96	34.26
1996	34.26	34.86
1997	34.48	35.35
1998	34.78	35.92
1999	35.06	36.47
2000	35.34	37.05
2001	35.54	37.52
2002	35.69	38.03
2003	35.92	38.64
2004	36.14	39.27
2005	36.39	39.90
2006	36.52	40.40
2007	36.62	40.88
2008	36.73	41.58
2009	36.89	42.35
2010	37.20	43.27

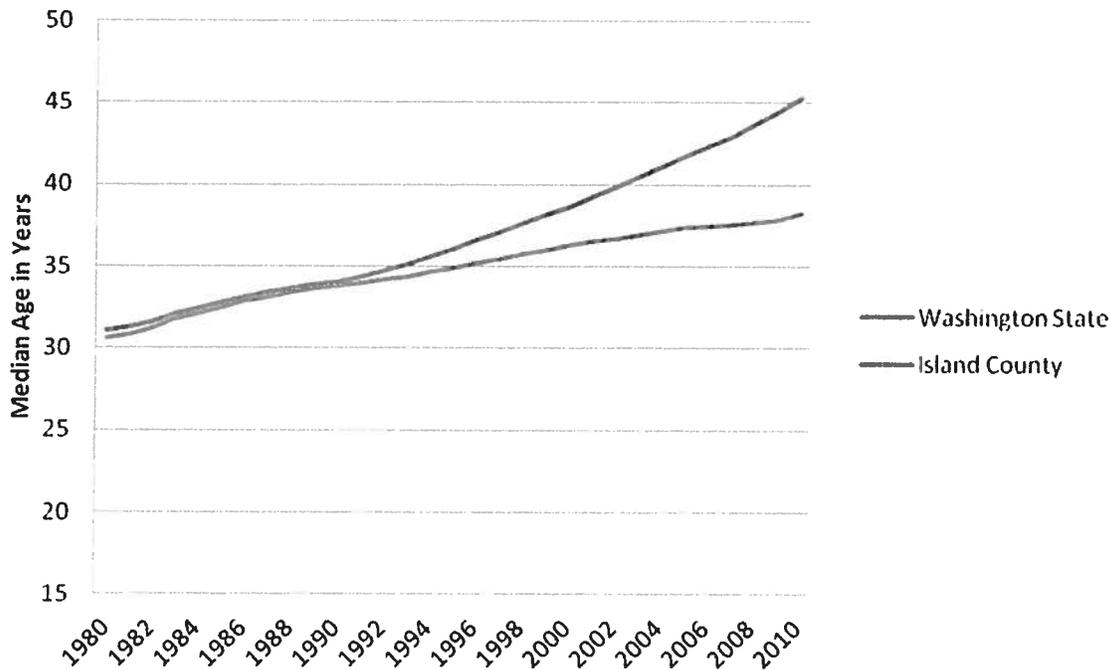
1982	31.23	31.61
1983	31.74	32.09
1984	32.12	32.43
1985	32.46	32.75
1986	32.82	33.10
1987	33.13	33.39
1988	33.40	33.64
1989	33.63	33.84
1990	33.81	33.99
1991	33.96	34.31
1992	34.16	34.71
1993	34.36	35.12
1994	34.62	35.59
1995	34.89	36.07
1996	35.21	36.60
1997	35.43	37.05
1998	35.72	37.59
1999	35.99	38.11
2000	36.26	38.65
2001	36.48	39.22
2002	36.65	39.85
2003	36.90	40.50
2004	37.12	41.13
2005	37.36	41.75
2006	37.47	42.34
2007	37.56	42.88
2008	37.67	43.65
2009	37.84	44.45
2010	38.21	45.33

Source: WA State OFM, 2010 Decennial Census Counts

Median Age: Total Population 1980-2010



Median Age: Female Population 1980-2010



Appendix B: Historical Population Information based on Decennial Census Counts

Historical Population Count	
Year	Population
1900	1,870
1910	4,704
1920	5,489
1930	5,369
1940	6,098
1950	11,079
1960	19,638
1970	27,011
1980	44,048
1990	60,195
2000	71,558
2010	78,506

Historical Rates of Change	
Year	Rate of Change
1900-1910	151.55%
1910-1920	16.69%
1920-1930	-2.19%
1930-1940	13.58%
1940-1950	81.68%
1950-1960	77.25%
1960-1970	37.54%
1970-1980	63.07%
1980-1990	36.66%
1990-2000	18.88%
2000-2010	9.71%

Source: WA State OFM

Appendix C: Commute times from planning areas to employment centers

Planning Area (From)	Employment Center* (To)	Miles	Time
South Whidbey (Langley)	Payne Field	14	51 min
	Downtown Everett	16	57 min
	Lynnwood	19	58 min
	Seattle (UW)	32	1 hr-13 min
	Seattle (Downtown)	35	1 hr-14 min
	Marysville	26	1hr
Camano	Marysville	29	36 min
	Arlington	23	33 min
	Mt. Vernon	22	36 min
	Burlington	26	43 min
	Anacortes	38	58 min
	Bayview (UGA)	30	47 min
North Whidbey (Oak Harbor)	Bayview (UGA)	25	35 min
	Anacortes	20	29 min
	Mt. Vernon	29	41 min
	Burlington	29	41 min
	Arlington	50	1 hr-5 min

**Snohomish & King County employment centers represent PSRC designated regional growth centers – Skagit County employment centers are the closest Skagit County UGAs to Island County*

Appendix D: Past Population Projections and Outcomes

Year 2000 Assumptions - 1998 Comprehensive Plan			
1995 OFM Low Range	1995 OFM High Range	2000 Census Actual Count	Difference Between County Selected Range and Actual Count
78,180	78,651	71,558	-7,655

Year 2010 Assumptions - 2005 Comprehensive Plan Update					
2002 OFM Low Range	2002 OFM Medium Range	2002 OFM High Range	Island County Medium-High Range	2010 Census Actual Count	Difference Between County Selected Range and Actual Count
72,988	80,650	88,312	84,481	78,506	-5,975

1998 Comprehensive Plan

1995 OFM Projections – Year 2000

- *Low – 75,180*
- *High – 78,651*
- *County Selection – 78,651*
- *2000 Census Count – 71,558*
- *Difference – (-7,655)*

1995 Projections – Year 2010

- *Low – 86,171*
- *High – 98,667*
- *County Projection – 98,667*
- *2010 Census Count – 78,506*
- *Difference – (-20,161)*

2005 Comprehensive Plan Update

2002 OFM Projections – Year 2010

- *Low – 72,988*
- *Medium – 80,650*
- *High – 88,312*
- *County Projection – 84,481*
- *Difference – (-5,975)*

2016 COMPREHENSIVE PLAN AMENDMENT – Public Meeting

Mr. Kamak displayed the Power Point presentation (Attachment 4) that was provided at the May meeting. He reviewed the population demographics provided last month and then went on to the household data and Naval Air Stations impacts. Mr. Kamak pointed out that the Navy estimates an approximately 1,000 military personnel increase in North Whidbey. Since the average household size according to the 2010 census is 2.53 staff estimates the total population increase is approximately 2,530.

Mr. Kamak reported that Island County has proposed a 20-year population projection for Island County of 87,917 which includes the City's estimates for military personnel increases. Mr. Kamak explained the method the County utilized and stated that staff believes Island County has reasonable justification to arrive at that number. Mr. Kamak recommended the Planning Commission make a recommendation to the City Council to accept the County's 20-year population projection of 87,917.

ACTION: MR. FREEMAN MOVED, MS. SCHLECHT SECONDED A MOTION TO RECOMMENDED THAT THE CITY COUNCIL ACCEPT ISLAND COUNTY'S 20-YEAR POPULATION PROJECTION OF 87,917, MOTION CARRIED.

ADJOURN: 9:25 p.m.

City of Oak Harbor City Council Agenda Bill

Bill No. 6.c.
Date: August 7, 2013
Subject: Resolution No. 13-20
Supporting NASWI Mission

FROM: Scott Dudley, Mayor *SD*

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents proposed Resolution No. 13-20 supporting Naval Air Station Whidbey Island and its training activities and facilities.

FISCAL IMPACT DESCRIPTION

Funds Required: None
Appropriation Source: NA

SUMMARY STATEMENT

At the July 24, 2013 City Council workshop, I raised the question about whether or not the City Council wished to go on record as supporting the mission of Naval Air Station Whidbey Island in light of the current debate within the community. The general consensus seemed to be supportive of considering a Resolution at the next scheduled meeting on August 7, 2013 and the attached draft responds to that general consensus.

RECOMMENDED ACTION

Adopt Resolution No. 13-20 supporting NASWI training activities and facilities.

ATTACHMENTS

Draft Resolution No. 13-20

CITY OF OAK HARBOR
RESOLUTION NO. 13-20

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON, SUPPORTING NAVAL AIR STATION WHIDBEY ISLAND AND ITS TRAINING ACTIVITIES AND FACILITIES.

WHEREAS, the sum total of the positive economic impact on Oak Harbor and Island County from Naval Air Station Whidbey Island directly and indirectly is staggering; and

WHEREAS, Naval Air Station Whidbey Island is, by far, the County's largest employer, constituting 43 percent of the all jobs in Island County; and

WHEREAS, Naval Air Station Whidbey Island contributes \$409,000,000 directly to the Island County economy in wages paid to military personnel, which is 44 percent of all County wages, not including the civilians it employs; and

WHEREAS, military personnel receive medical benefits and veterans receive medical benefits, pensions, and disability payments that total \$61,100,000, much of which is spent at Oak Harbor and Island County businesses; and

WHEREAS, veterans make up 29 percent of the Oak Harbor population and 17 percent of the Island County population and these veterans are vital to the social fabric of Oak Harbor now and in the future; and

WHEREAS, military personnel provide the majority of volunteer hours in community institutions including schools, Boy Scouts, Girl Scouts, Little League, churches, and other community programs, and;

WHEREAS, the training needs of Naval Air Station Whidbey Island for unimpeded airspace, low altitude flights, touchdowns, and takeoffs in Oak Harbor, Outlying Field, and south central Washington are crucial to preserving existing and future operations of the base; and

WHEREAS, the training activities of Naval Air Station Whidbey Island prepare military personnel to defend the United States of America in theaters around the world; and

WHEREAS, the Oak Harbor City Council, Mayor, and citizens are indebted to the sacrifices made by the military personnel of the United States of America, and in particular those of Naval Air Station Whidbey Island;

WHEREAS, the military personnel stationed at Naval Air Station Whidbey Island, who have selflessly sacrificed, are also the fathers, mothers, sons, and daughters of this Country, State, County, and City;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oak Harbor expresses strong support for Naval Air Station Whidbey Island, its personnel, its operations, and

its training activities and expresses gratitude for the service of its personnel to their fellow countrymen and women.

PASSED by the City Council and approved by its Mayor this 7th day of August 2013.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to form:

Valerie J. Loffler, City Clerk

Grant K. Weed, Interim City Attorney

City of Oak Harbor City Council Agenda Bill

Bill No. 7.a. Public Hearing
Date: August 7, 2013
Subject: Resolution 13-18 Surplus Utility
Property

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 hold a Public Hearing and adopt Resolution 13-18 declaring property acquired by the utilities funds to be surplus and authorizing disposal.

SUMMARY STATEMENT

Per RCW 35.94.040, a public hearing and adoption of a Resolution is required to surplus City property acquired by the utilities funds. The Finance and Public Works Departments have worked together conducting a physical inventory to ensure that these assets no longer exist and can be removed from the fixed asset inventory.

A list of the utility items being declared surplus is attached to the Resolution.

FISCAL IMPACT DESCRIPTION

Funds Required: NA
Appropriation Source: NA

STANDING COMMITTEE REPORT

This item was reviewed at the City Council workshop on July 24, 2013.

RECOMMENDED ACTION

Motion to adopt Resolution 13-18.

ATTACHMENTS

- Resolution 13-18
- Exhibit A – Surplus List 2013 – Utilities Funds

RESOLUTION NO. 13-18

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON, DECLARING CERTAIN PROPERTY OF THE WATER, SOLID WASTE, STORM DRAIN AND SEWER UTILITIES SURPLUS AND AUTHORIZING DISPOSAL

WHEREAS, it has been determined that the City has no further use of certain items of the water, solid waste, storm drain and/or sewer utilities; and

WHEREAS, the City Council has determined that these items are surplus to the needs of the City and is not required for continued public utility service; and

WHEREAS, the fair market value, if any, is determined for the surplus property, and its disposal will be for the common benefit; and

WHEREAS, at time of sale of surplus items, moneys, if any, will be allocated back to the appropriate utilities fund; and

WHEREAS, RCW 35.94.040 requires that action taken to surplus utility property may only occur by resolution and after a public hearing, held September 3, 2013;

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

- 1) Based upon the findings and the recommendations of the City Council, the items of property belonging to the City of Oak Harbor water, solid waste, storm drain and/or sewer utilities, as shown in Exhibit A, attached hereto, are declared to be surplus to the foreseeable needs of the City.
- 2) It is deemed to be for the common benefit of the residents of the City to dispose of said property.
- 3) The Mayor or his designee is authorized to dispose of items listed in Exhibit A, attached hereto, in a manner that will be to the best advantage and in a manner which will net the greatest amount to the City of Oak Harbor.

PASSED and approved by the City Council this 7th day of August, 2013.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Valerie J. Loffler, City Clerk

Approved as to Form:

Grant Weed, City Attorney

5	4	7	2	8	6A
ASSET ACCOUNT	ACCOUNT NAME	DESCRIPTION	CUSTODY/ASSIGNMENT	PHYSICAL LOCATION	SERVICE DATE
502.186.000	MACHINERY & EQUIPMENT	HANDHELDS	TECHNOLOGY	865 SE Barrington	03/01/2008
502.181.000	MACH/EQUIP/GENERATORS	200KW Onan Gen (DNR)	EQUIPMENT RENTAL	1400 NE 16th Ave	09/01/2000
502.181.000	MACH/EQUIP/GENERATORS	200KW Onan Gen (DNR)	SEWER	1400 NE 16th Ave	08/01/2000
402.173.000	BUILDINGS & STRUCTURES	Pumphouse-1968 (50th NE)	SEWER	E Pioneer Way	01/01/1968
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	Comminutor (1979)	SEWER	1501 SE City Beach	01/01/1979
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	Chlorinator (1979)	SEWER	1501 SE City Beach	01/01/1979
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	Metering Equip (1979)	SEWER	1501 SE City Beach	01/01/1979
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	Sludge Recirculating Pump (1979)	SEWER	1501 SE City Beach	01/01/1979
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	Process Water Pump (1979)	SEWER	1501 SE City Beach	01/01/1979
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	Diffuser Assmby (1981)	SEWER	1501 SE City Beach	01/01/1981
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	1989-Piggy Back Blowers	SEWER	1501 SE City Beach	01/01/1989
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	1990 2 Samplers	SEWER	1501 SE City Beach	01/01/1990
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	1992 Lab Equipment	SEWER	1501 SE City Beach	01/01/1992
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	1993 Lab Equipment	SEWER	1501 SE City Beach	01/01/1993
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	6" Electric Pump	SEWER	1501 SE City Beach	07/01/1996
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	VFD Drive/Motor Control (1999)	SEWER	1501 SE City Beach	01/01/1999
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	1999 Generator Modif/Upgrades	SEWER	1501 SE City Beach	01/01/1999
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	2001 Flowmeter Upgrade	SEWER	1503 SE City Beach	01/01/2001
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	Wastewater Sampler Pump	SEWER	1505 SE City Beach	01/01/2004
402.182.000	MACH & EQUIP-PUMPS/FILTERS/PURIFICATION	Onsight Clorine for RBC Treatment Plant	SEWER	1506 SE City Beach	01/01/2004
402.186.000	MACH & EQUIP-OFFICE/DATA PROCESS	2003 Utility Mapping Update GBA Software	SEWER	1400 NE 16th Ave	03/01/2009
402.188.000	MACHINERY & EQUIPMENT - OTHER	Monitors	SEWER	1501 SE City Beach	07/01/2007
403.188.000	MACHINERY & EQUIPMENT - OTHER	19 Gal. Recycle Box	SOLID WASTE	1400 NE 16th Ave	01/01/2004
502.182.000	MACH/EQUIP-SHP/GAR EQUIP TOOL	Allen Smart Slope Anayzer	WASTEWATER	1501 SE City Beach	01/01/1994
401.173.000	BUILDINGS & STRUCTURES	Pumphouse 10 (1962)	WATER	900 SW 6th Ave	01/01/1962
401.182.000	MACH & EQUIP - PUMPING	Pump 11 (1979)	WATER	1270 SW Barrington	01/01/1979
401.182.000	MACH & EQUIP - PUMPING	Sump 1973, 1981 & 1982	WATER	Forestal Street	01/01/1982
502.188.000	MACH/EQUIP-OFFICE/DATA PROCESS	99/'03 Server	WATER/SEWER/STORM DRAIN	IT Dungeon	01/01/2006

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

Bill No. 9.a.
Date: August 7, 2013
Subject: Wastewater Treatment Plant
Professional Services Agreement
with RSRI

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to seek City Council's approval of a Professional Services Agreement with Robinson, Stafford & Rude, Inc. (RSRI) for Value Engineering (VE) Services related to the new Wastewater Treatment Plant (WWTP).

FISCAL IMPACT DESCRIPTION

Funds Required: \$128,304.00
Appropriation Source: Wastewater Fund 402

SUMMARY STATEMENT

Background

On August 4, 2010, City Council awarded a professional services contract to Carollo Engineers to prepare a Facilities Plan for the new wastewater treatment plant. A draft version of the

Facilities Plan was authorized by City Council for submittal to the Washington State Department of Ecology on March 19, 2013.

March 19, 2013 also signified the start of the preliminary design process when city council authorized an amendment to the professional services agreement with Carollo Engineers. One of the tasks in the scope of services with Carollo Engineers was to prepare 15% construction documents and support a value engineering analysis of the project.

Carollo Engineers has completed the 15% construction documents in anticipation of a value engineering review. The following agenda bill is intended to select the value engineering team that will evaluate the design provided by Carollo Engineers.

Value Engineering Objectives

Value engineering is a specialized field of engineering that looks for potential improvements to the design of a project that would improve its function, operation and reduce cost without compromising the overall value of the project.

The value engineering team is typically lead by a Certified Value Specialist (CVS) and a team of technical specialists. The team will be provided with 15-20% drawings and design documents to review. A week long workshop will be held where the CVS and technical team review the project and produce a list of recommendations. Within a week of completion of the workshop, the CVS will provide the city with a list of recommendations and provide an opportunity to review their assessment. It is then up to the City to determine which of the recommendations provide additional value to the project. Quite often, the recommendations made by the value engineering team offset the cost of their contract. Performing a value engineering analysis also helps a project score better when attempting to gain financial assistance.

The objectives of the VE are to:

- identify potential changes to the treatment plant design that would satisfy essential functions of the project at a lower cost while maintaining effluent limitations and operational requirements;
- identify potential changes to the plant operation and maintenance scheme to reduce labor, chemicals and energy costs while ensuring proper plant maintenance and reliability;
- identify potential project construction risks and propose possible mitigation measures to help the City manage costs and construction schedule.

Consultant Selection Process

As with other engineering and architectural services, once a value engineer is selected based on qualifications, a scope of services and associated costs are negotiated. If a fair and equitable fee cannot be agreed upon, the City may choose to negotiate with the second most qualified applicant.

In order to select a value engineering firm, a request for qualifications (RFQ) was posted in the Whidbey News Times (6/15 & 6/19) and the Daily Journal of Commerce (6/12 & 6/15). In addition to advertisements, individual RFQ's were e-mailed to relevant consultants (6/11) listed in the 2013 Consultant Directory from Save International. Save International is the professional association that certifies value engineers. The highest accreditation from Save International is Certified Value Specialist (CVS) which we have required in our RFQ. Since a CVS can evaluate everything from manufacturing to construction, we included a further condition that the CVS be a professional engineer with experience in wastewater treatment plants.

Four firms submitted statement of qualifications (SOQ) on June 28th, 2013. The firms were evaluated based on the following criterion which was provided to them in the RFQ.

Value Engineering RFQ Evaluation

Criterion	Potential	X	Y	Z	RSRI
Understanding and Approach	20%	18%	17%	10%	18%
VE Team Leadership Qualificaitons	25%	22%	20%	22%	23%
VE Team Member Qualifications	25%	22%	24%	20%	24%
WWTP VE Experience & Performance	20%	10%	17%	15%	17%
Availability and Ability to Meet Schedule	10%	10%	7%	10%	10%
	100%	82%	85%	77%	92%

The most qualified consultant, based on the review criteria, was Robinson, Stafford & Rude, Inc. Staff proceeded to negotiate the following scope of services.

Scope of Services

The attached scope of services (Exhibit A) represents the value engineering tasks necessary to assist the city in performing a value engineering analysis.

A summary of the scope of work is as follows:

- Pre-workshop
 - Review of design documents
 - Schedule team participants
 - Cost model
- Workshop
 - The CVS will facilitate a 40-hour workshop
 - Workshop will be held at Public Works
- Post Workshop
 - VE Consultant will conduct a 4 hour post-workshop implementation meeting
 - Provide a value engineering study report

Schedule

Applicants interested in performing the value engineering on our project were directed to follow the schedule below in preparing the SOQ.

Activity	Date
SOQs Due	June 28, 2013
Notify Highest Rated Firm	July 3, 2013
VE Consultant Notice To Proceed	August 9, 2013
Conduct VE Workshop	Aug 26 – 30, 2013
Final Report and Recommendations	Sept 30, 2013

Budget

The budget for value engineering was included in the overall estimate to construct a new wastewater treatment plant prepared by Carollo Engineers.

CITY COUNCIL WORKSHOP

This item was discussed at the July 24, 2013 City Council Workshop.

CITY COUNCIL PREVIOUS ACTIONS

March 19, 2013 – Council motion authorizing the Mayor to sign Consultant Agreement Amendment Number 6 with Carollo Engineers for additional site investigation related to a new wastewater treatment plant.

RECOMMENDED ACTION

Authorize the Mayor to sign a Professional Services Agreement with Robinson, Stafford & Rude, Inc. for Value Engineering Services related to the new wastewater treatment plant in the amount of \$128,304.00.

ATTACHMENTS

- Consultant / Professional Services Agreement
 - Exhibit A – Scope of Services & VE Study Cost Summary
- Value Engineering Study Agenda

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 8/7/2013, and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and ROBINSON, STAFFORD & RUDE, INC. hereinafter referred to as the "SERVICE PROVIDER".

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 SERVICE PROVIDER represents the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.

The Project shall begin on August 9, 2013, and shall be completed no later than December 31, 2013 unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

3.1 Payment 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 SERVICE PROVIDER except for services identified and set forth in this Agreement.

3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows: \$128,304.00 Lump Sum.

4. Reports and Inspections.

4.1 The SERVICE PROVIDER at such times and in such forms 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.

- 4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, 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 SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement. As required by CITY, SERVICE PROVIDER will cooperate to respond to public record requests under the laws of the State of Washington.
- 4.3 The SERVICE PROVIDER shall keep in strict confidence, and will not disclose, communicate or advertise to third parties, without the express written consent of CITY the confidences of CITY or any information regarding the CITY or services provided to the CITY under this Agreement.

5. Independent Contractor Relationship.

- 5.1 The parties intend that an independent SERVICE PROVIDER/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 SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely 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 SERVICE PROVIDER 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. Service Provider Employees/agents.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or servant(s) from employment on this Project. The SERVICE PROVIDER may, however, employ that (those) individual(s) on other non-CITY related projects.

7. Hold Harmless/Indemnification.

- 7.1 SERVICE PROVIDER 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 of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- 7.2 For purposes of this indemnification and hold harmless agreement, the Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.
- 7.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Insurance.

The SERVICE PROVIDER 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 SERVICE PROVIDER, its agents, representatives, or employees.

- 8.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:
 - a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.
 - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.
- 8.2 Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident.
- b. 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.
- c. Professional Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.

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

- a. The SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.
- b. The SERVICE PROVIDER'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 and policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. Unless otherwise agreed by CITY all insurance policies shall be written on an "occurrence" policy and not a "claims-made" policy.

8.5 Verification of Coverage. SERVICE PROVIDER shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER 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 and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement. The SERVICE PROVIDER may keep one copy of the work product and documents for its records.

10. Compliance with Laws.

10.1 The SERVICE PROVIDER, 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 accreditations, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

10.2 The SERVICE PROVIDER 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 SERVICE PROVIDER 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 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 SERVICE PROVIDER 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 present 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.
- 12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

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 to and made part of this Agreement.

14. Maintenance and Inspection of Records.

- 14.1 The SERVICE PROVIDER shall maintain 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.
- 14.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER 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, by giving at least thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the CITY shall pay the SERVICE PROVIDER for all services provided under this Agreement through the date of termination.
- 16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.
- 16.3 Work Product. In the event of any termination whether for convenience or cause, all work product of the SERVICE PROVIDER, along with a summary of the work to the date of termination shall become the property of CITY.

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. Attorneys 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 with 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 conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Addenda.

21.1 This Agreement is subject to additional terms as set out in Addenda as follows: N/A

22. 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 provision of this Agreement does not constitute a waiver of the provision of this Agreement.

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

CITY:

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

Scott Dudley, Mayor

Attest:

Valerie Loffler, City Clerk

SERVICE PROVIDER:

Robinson, Stafford & Rude, Inc.
558 SW 333rd Court
Federal Way, WA 98023



David A. Hamilton, Vice President

EXHIBIT – A

**SCOPE OF WORK
CITY OF OAK HARBOR WASTEWATER TREATMENT PLANT
40-HOUR VALUE ENGINEERING STUDY**

WORK TO BE PERFORMED

VE Consultant will provide the following services in accordance with this scope of services and the terms of the Agreement.

VE STUDY TEAM

The VE Study Team for this workshop will consist of the following:

Name/Discipline	Supplied by
David Hamilton, PE, CVS-Life, CCE, LEEDAP/VE Team Leader	Robinson, Stafford & Rude, Inc.
Kevin Alexander, PE/Membrane Specialist	Separation Processes, Inc.
David Kopchynski, PhD, PE/HVAC-Odor Control Specialist	Parametrix
Bryan Kawamura, PE/Electrical – I&C	Tetra Tech
Ron Bard, PE/Civil – Piping	Kennedy Jenks
Don Barraza, PE/Structural	Kennedy Jenks
Ralph Boirum, PE/Geotechnical	HWA
John Markus, PE, BCEE/Wastewater Process	Tetra Tech
Nina Stafford, AVS/VE Assistant	Robinson, Stafford & Rude, Inc.
Mike Morrison, CCC/Cost Estimator	VMC
TBD / Treatment Plant Operations Specialist	City of Oak Harbor

VE Consultant will provide the VE team members identified to be provided by VE Consultant in this scope of work. All other VE team members will be provided by the Client, at no cost to VE Consultant. VE Consultant will communicate directly with all team members relative to scheduling, pre-workshop, workshop and post workshop activities.

PRE-WORKSHOP ACTIVITIES

VE Consultant will perform pre-workshop activities to include those tasks which must be accomplished in order for the VE team to be able to efficiently and effectively perform in the workshop. These activities will consist of:

- Scheduling study tasks
- Scheduling and coordination with VE team members
- Assisting the Client with scheduling study participants
- Coordination of the necessary project documentation on the project for distribution by the Client to the VE team members
- Document review by VE Consultant-supplied team members
- Preparation of cost models, contingent on supply by client of the information needed for their preparation.

SCOPE OF SERVICES

The Client will distribute the project documents and materials to be studied to each VE team member at least five working days prior to the workshop start. The documents should be both hard copy and electronic (PDF). The project cost estimate should be in a user accessible Excel format. All team members except the cost estimator are to spend 4 hours reviewing the project documents and materials prior to the start of the workshop. The cost estimator will spend 12 hours reviewing the documents and validating the cost estimate provided by the client.

WORKSHOP

VE Consultant will conduct a 40-hour value engineering workshop using a job plan that is consistent with the practices and procedures recognized by SAVE International. The workshop will include an Information Phase, a Function Analysis Phase, a Creative Phase, a Judgment Phase, a Development Phase, and a Presentation Phase. A site visit for the team members will be conducted on the first day of the VE workshop.

The workshop will be initiated by presentations from the Client who will describe the objectives of the project and any constraints that will be placed on the VE study. The project design team will explain specifically how the design accomplishes the Client's objectives and the details of that design. The workshop will include a complete function analysis of the major project elements. The team will generate a list of ideas for project improvement followed by an evaluation of those ideas. This evaluation will include input from key Client decision makers before proceeding with development of alternatives. On the last day of the workshop, a presentation of the VE alternatives will be provided to the Client decision makers.

The workshop will be held at the City's Public Works Office, in Oak Harbor, WA. The cost of providing the workshop refreshments and all other costs associated with the meeting facilities, including telephone, photocopying, and faxing will be borne by the Client.

To make sure the VE team has complete information about the project criteria, the Client will provide at a minimum, the Client Project Manager and appropriate key members of the design team for the first day and last day presentations as well as the mid-point review meeting.

POST WORKSHOP

VE Consultant will conduct a four-hour post-workshop VE Implementation Meeting at a location in Oak Harbor, WA following receipt by the VE team leader of the written designer responses to the Preliminary VE Report. The purpose of this Implementation Meeting is to assist the Client in making decisions regarding acceptance or rejection of the individual VE alternatives. Attendees will consist of key Client staff, key designer staff and the VE team leader.

MUTUAL UNDERSTANDING OF SERVICES

Client and VE Consultant agree that the purpose of value analysis and value engineering is the identification and presentation of VE alternatives for improvement of project or process value, for consideration by the Client and their other professional advisors. Both parties understand that as a part of these services, VE Consultant does no design work and makes no project decisions. Client and VE Consultant agree that Consultant will be liable to the Client only for damages arising from VE Consultant's negligence in the performance of the Value Analysis or Value Engineering work itself, and only to the extent that such negligence damages the Client.

SCHEDULE

The work will be performed in accordance with the following schedule.

Pre-Study Activities	Upon receipt of the design documents
Workshop	August 26 – 30, 2013
Preliminary VE Study Report	Three working Days after completion of the Workshop
Implementation Meeting	September 30, 2013
Draft Final VE Study Report	Five (5) business days following the Implementation Meeting
Final VE Study Report	Five (5) business days following receipt of written comments from the City

DELIVERABLES

This VE study effort will include the following deliverables, all of which are related to the results of the workshop. These deliverables are:

SCOPE OF SERVICES

VE team Presentation Handout
Preliminary VE Study Report
Draft of the Final VE Study Report
Final VE Study Report

The Preliminary Report will be prepared in the VE Consultant report format, and will be a compilation of the handwritten products developed in the workshop.

The Draft Final VE Study Report will be prepared in the VE Consultant report format. The purpose of this Draft Report is to give the Client and other appropriate reviewers the opportunity to check the Final VE Study Report prior to its final issuance.

The Final VE Study Report is the final documentation of the VE study. The report is a finalized version of the Draft Report including the incorporation of the Client's comments. The submittal of the Final Report concludes the VE study effort.

VE Consultant will provide the Client with the following number of copies of each report:

Preliminary VE Study Report	10 hard copies + one electronic copy in PDF format
Draft of Final VE Study Report	2 hard copies + one electronic copy in PDF format
Final VE Study Report	10 hard copies + one electronic copy in PDF format

VE Study Cost Summary

Oak Harbor WWTP

Robinson, Stafford & Rude, Inc.		Total
Labor		\$31,870
Expenses		\$6,411
Subconsultant Administration	10.0%	\$8,184
<i>Subtotal RSRI</i>		<u>\$46,465</u>

Subconsultants	Total	% of Total	MBE/ WBE
Parametrix	\$9,905	7.7%	
Separation Processes, Inc.	\$11,052	8.6%	
TetraTech	\$18,925	14.8%	
Kennedy Jenks	\$23,714	18.5%	
HWA	\$7,574	5.9%	
VMC	\$10,669	8.3%	

<i>Subtotal Subconsultants</i>	<u>\$81,839</u>	63.8%
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TOTAL COST	<u>\$128,304</u>
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Total Percentage for MBEs	\$0	0.0%
Total Percentage for WBEs	\$0	0.0%

Robinson, Stafford & Rude, Inc.

Budget Worksheet Oak Harbor WWTP

RSRI Project No.: 0
 Workshop Location: Oak Harbor, WA
 Workshop Date: 8/26/2013

Team Member	Discipline	Study Management	Pre-Workshop	Workshop	Post Workshop	Total	Rate	Total Cost
		Hours	Hours	Hours	Hours	Hours		
David Hamilton	Team Leader (CVS-Life)	4	16	44	40	104	\$ 220.00	\$ 22,880
	Team Leader (CVS)					0	\$ 190.00	\$ -
	Asst Team Leader (AVS)					0	\$ 150.00	\$ -
	QA				4	4	\$ 220.00	\$ 880
	Technical Writer					0	\$ 95.00	\$ -
	Graphics				2	2	\$ 95.00	\$ 190
Nina Stafford	VE Assistant (AVS)	2	4	46	4	56	\$ 95.00	\$ 5,320
	Clerical	2	6	0	32	40	\$ 65.00	\$ 2,600

Total Labor \$ 31,870

Expenses	Item	Quantity				Total	Rate	Total Cost
						Quantity		
	Airfare				0	0	\$ -	\$ -
	Airfare					0	\$ -	\$ -
	Airfare					0	\$ -	\$ -
	Airfare			1		1	\$ 650.00	\$ 650
	Rental Car					0	\$ 75.00	\$ -
	Airport Parking			6		6	\$ 20.00	\$ 120
	Personal Mileage			375	250	625	\$ 0.565	\$ 353
	Airport Transportation					0	\$ 50.00	\$ -
	Local Transportation					0	\$ 5.00	\$ -
	Local Parking					0	\$ 10.00	\$ -
	Lodging			11		11	\$ 140.00	\$ 1,540
	Meals			11		11	\$ 60.00	\$ 660
	Copying	100	100	0	500	700	\$ 0.10	\$ 70
	Copy Machine Rental					0	\$ 400.00	\$ -
	Conference Room			5		5	\$ -	\$ -
	Team Refreshments			5		5	\$ 144.00	\$ 720
	Postage & Shipping	\$ -	\$ -	\$ -	\$ 220			\$ 220
	Telephone (incl. on-site mobi	\$ -	\$ -	\$ -	\$ -			\$ -
	Supplies & Miscellaneous	\$ -	\$ -	\$ 100	\$ -			\$ 100

	Prelim			Draft			Final			Total	Rate	
	Quantity											
Reports (Printed)	10	2	10	22						\$ 60.00	\$ 1,320	
Reports (CDs)	1	1	1	3						\$ 25.00	\$ 75	
Subtotal Expenses											\$ 5,828	
Mark-up on Expenses											10%	\$ 583

Total Expenses \$ 6,411

Total Cost \$ 38,281



VALUE ENGINEERING STUDY AGENDA

City of Oak Harbor, WA
Wastewater Treatment Plant

5-Day VE Study Agenda

Monday – Aug. 26, 2013

8:00 – 8:30	Introduction	Dave Hamilton
	Participant Introduction	
	Review of Agenda	
	Workshop Guidelines	
	Project Performance Attributes	
8:30 – 9:00	Owner/Client Presentation	City of Oak Harbor
	Project Goals & Purpose	
	Key Project Issues for VE Team	
	Constraints on VE Team Recommendations	
9:00 – 11:30	Designer Presentation	Carollo Design Team
	Overview/Planning Issues	
	Basis of Design	
	Rationale for Design Choices	
	Description of Project Elements	
11:30 – 12:00	Benchmarking Current Design	Dave Hamilton
12:00 – 1:00	Lunch Break	
1:00 – 3:00	Site Visit	VE Team, City Staff, Carollo Design Team
3:00 – 5:00	Team Review of Documents	VE Team
5:00 – 6:00	Project Analysis/Function Analysis	

Tuesday – Aug. 27, 2013

8:00 – 10:00	Cost Estimate/Schedule Review/Project Risk Discussion	VE Team
10:00 – 12:00	Creative Idea Generation	
12:00 – 1:00	Lunch Break	
1:00 – 4:00	Creative Idea Generation (Cont.)	
4:00 – 6:00	Evaluation of Ideas	

Wednesday – Aug. 28, 2013

8:00 – 12:00	Begin VE Recommendation Development	VE Team
9:00 – 10:00	City/Designer Review of Ideas Selected for Development w/Team Leader	
12:00 – 1:00	Lunch Break	
1:00 – 6:00	VE Recommendation Development (Cont.)	

Thursday – Aug. 29, 2013

8:00 – 12:00	VE Recommendation Development (Cont.)	
12:00 – 1:00	Lunch Break	
1:00 – 6:00	VE Recommendation Development (Cont.)	

Friday – Aug. 30, 2013

8:00 – 9:00	Prepare for VE Team Presentation	
9:00 – 12:00	VE Team Presentation of Alternatives	VE Team, City Staff, Carollo Design Team

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

Bill No. 9.b.
Date: August 7, 2013
Subject: WAIF Contract

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

As of September 30, 2013 the City of Oak Harbor will have to vacate its location for its current animal shelter on the US Navy Seaplane Base. The City of Oak Harbor has located a new Animal Control Holding Facility at 2725 NE Goldie Rd, Oak Harbor, WA. Because of the change in locations requiring a different way of operating, the existing contract with the Whidbey Animal Improvement Foundation (WAIF) could not be applied to this facility. After several months of negotiations centered primarily on "how to work together and run this new facility" WAIF has agreed to continue to partner with the City of Oak Harbor in handling its stray and unclaimed animals.

FISCAL IMPACT DESCRIPTION

Costs: \$100,000.00 annually (paid in monthly installments; eleven at \$8,333.33; one installment at \$8,333.37)

One Time Additional Payment (due July 1, 2014): \$15,000.00 towards improvements for cat adoption facility

SUMMARY STATEMENT

In spring 2012, the City of Oak Harbor was notified that the Animal Shelter Building located on the US Navy Seaplane Base was going to be razed and the City needed to move its animal control holding facility out of this location. The City asked for an extension of time to make accommodations; an extension was granted until September 30, 2013.

In June 2013, the City of Oak Harbor entered into a lease agreement with Chris Terrell, owner of Freedom Kennel's (2725 NE Goldie Rd, Oak Harbor, WA). The intent of this action was to gain use of that facility as an animal control holding facility.

Currently WAIF is in a contract with the City of Oak Harbor to run the animal control holding facility at the US Navy Seaplane Base. The City of Oak Harbor and WAIF have been working

together since 2005. When the City was told to vacate the premises on the US Navy Seaplane Base, every option for a new facility had to be considered. This led to the issuance of a Request for Proposal (RFP) to build and run a new facility for the City of Oak Harbor. There were two respondents to the RFP - WAIF and another party. WAIF's met the submission requirements of the RFP and the other party's proposal did not.

The City met with WAIF and it was agreed that we would discuss their proposal with them. During this time, the City was able to acquire the Animal Control Holding Facility on Goldie Rd. As a result, we reproached WAIF with the idea of extending and amending their contract to have them work out of the Goldie Rd. facility; WAIF agreed to this approach. On March 13, 2013 we began negotiations for a contract for WAIF. Ultimately an annual amount of \$100,000.00 was agreed upon to cover the day to day costs for WAIF. During those negotiations the staff learned that the City of Oak Harbor is the only entity that requires WAIF to handle its found and stray cats. So it is necessary that WAIF have the facilities to house these animals when they are no longer a stray or found. WAIF currently operates a Cat Adoption Facility (50 NE Midway Blvd, Oak Harbor, WA 98227) that it uses to accommodate City of Oak Harbor cats when they are available for adoption (cats at the Animal Holding Facility are not available for adoption).

Because the facility is in need of improvements, WAIF requested that the City of Oak Harbor share some of these expenses by paying \$15,000.00 towards the improvements of the Contractor's Cat Adoption Facility.

On June 28, 2013 the staff and WAIF came to agreement with the terms and concluded the negotiations. The costs as outlined in the agreement will be as follows with conditions:

\$100,000.00 annually (paid in monthly installments; eleven at \$8,333.33; one installment at \$8,333.37)

One Time Additional Payment (due July 1, 2014): \$15,000.00 towards improvements for cat adoption facility

This contract raises our expenses, but in return WAIF also commits to improving a Cat Adoption Center to deal with Oak Harbor unclaimed and stray cats. They also commit to becoming a partner with the City of Oak Harbor participating in some educational forums, publications and presentations to address animal care and control issues in our community.

RECOMMENDED ACTION

It is recommended that the City Council review the contract and authorize the Mayor to sign.

ATTACHMENTS

Copy of proposed contract.

MAYOR'S COMMENTS

**ANIMAL CONTROL HOLDING FACILITY SERVICES CONTRACT
WHIDBEY ANIMALS' IMPROVEMENT FOUNDATION
AND CITY OF OAK HARBOR**

THIS CONTRACT is between the CITY OF OAK HARBOR, a Washington State Municipal Corporation, hereinafter referred to as the "City", and Whidbey Animals' Improvement Foundation (WAIF), a Washington non-profit corporation, hereinafter referred to as the "Contractor." The City and the Contractor shall be jointly referred to as the "Parties."

WHEREAS, the City is authorized by law to assert control of animals within the City limits under its police powers; and

WHEREAS, the City animal control authority is exercised by the Oak Harbor Police Department; and

WHEREAS, the City regulations for control of animals within the city limits are set out in Title 7 of the Oak Harbor Municipal Code; and

WHEREAS, the City requires an animal control holding facility for cats and dogs impounded pursuant to Ch. 7.20 OHMC; confined pursuant to veterinary quarantine; and for cats and dogs abandoned pursuant to Ch. 7.04 OHMC; and

WHEREAS, cats and dogs unclaimed at the expiration of the periods for impoundment, veterinary quarantine and abandonment under City ordinances require appropriate management of their disposition for adoption, foster care, shelter or euthanasia so that they do not return to the City without appropriate ownership and care; and

WHEREAS, Contractor has a program which it exercises in its discretion to appropriately manage the disposition of unclaimed cats and dogs to meet the City's objectives in controlling animals within its city limits; and

WHEREAS, the City has selected the Contractor based upon Contractor's experience, expertise and qualifications to humanely and appropriately dispose of unclaimed cats and dogs at the expiration of the holding periods set forth in City ordinance; and

WHEREAS, the Contractor has agreed to manage the disposition of unclaimed cats and dogs surrendered to the Contractor by the City at the expiration of the holding periods established by City ordinances in return for a flat annual fee; and

WHEREAS, the City's ownership and supervision of the unclaimed dogs and cats shall cease upon surrender to the Contractor except for those animal control functions applicable under City code.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE: The City and the Contractor enter into this contract for the Contractor to provide holding facility services to the animal control authorities of the City of Oak Harbor and to retain custody and control of such dogs and cats as are unclaimed after the expiration of applicable holding periods under city ordinances.

2. SERVICES:

A. Contractor Animal Control Holding Facility Services: The Contractor shall provide animal control holding facility services for all dogs and cats delivered to the City facility by any animal control authority of the City and subject to the City's jurisdiction, that are impounded, abandoned or quarantined by any animal control authority of the City, acting in accordance with city ordinances or state law. For the purpose of this Contract, "dogs" and "cats" are defined as domestic cats, domestic cat hybrids, domestic dogs and domestic dog hybrids only.

"Feral cats" are not considered domestic cats and shall not be delivered by the animal control officer to be housed in the animal control holding facility. For the purpose of this Contract, a "feral cat" shall be defined as any cat that has returned to an untamed state from domestication, and which is therefore unsuitable as a domestic pet. The Contractor reserves the right to decline to accept any cat that the Contractor, exercising reasonable judgment, determines is feral. Any trapped cat brought into the animal control holding facility may be considered feral. Feral cats trapped by the public will not be accepted into the animal control holding facility. Any service involving the housing, treatment, transport and euthanasia of feral cats is excluded from this Contract.

For purposes of this Contract, "animal control authority of the City" shall mean City law enforcement officers, including the City's appointed animal control officer (ACO). The services provided in this Section are material to the City and failure to perform shall constitute a material default. The services to be provided by the Contractor shall include the following:

- (1) Quarantine animals, in accordance with municipal ordinances and state law.
- (2) Have available the services of a local veterinarian for emergency medical attention for any injured, sick, or diseased dogs and cats placed at the holding facility by any animal control authority of the City.
- (3) Provide proper food, water, housing and humane care for all animals under its control at the animal control holding facility.

- (4) Maintain sanitation and cleaning protocols in accordance with the Guidelines for Standards of Care in Animal Shelters, published by the Association of Shelter Veterinarians (2010) to minimize disease transmission.
- (5) Provide basic medical care, including vaccinations parasite treatment, if needed, to all dogs and cats introduced into the animal control holding facility.
- (6) Provide exercise for dogs and cats kept at the animal control holding facility.
- (7) Provide sufficient, competent and trained staff to assume the responsibilities of this Contract.
- (8) Provide monthly reports to the Chief of Police regarding holding facility activities including number of incoming dogs and cats and the authorized agency utilizing the holding facility for that dog or cat.
- (9) Make space and access available for after-hours drop offs of animals as defined herein by animal control authorities of the City.
- (10) Maintain a record of the name and address of every owner claiming an animal to be housed within the City, and make it available to the City upon request.
- (11) Assist and participate with the City of Oak Harbor in educating the public about Feral Cats and preventative measures that can be taken to decrease or eliminate the problem.

B. Contractor Unclaimed Animal Services: Contractor shall also provide animal disposition services for unclaimed animals after six calendar days. The City has reviewed the Contractor's qualifications with respect to animal placement and has chosen Contractor to provide animal disposition services based upon those qualifications. Contractor shall place the animal for adoption, foster care or shelter, or euthanize the animal as the Contractor shall deem appropriate in its sole discretion. Contractor shall provide the City with a monthly report summarizing the status of all unclaimed animals released to the Contractor pursuant to this Contract.

C. Animal Control Holding Facility: The City leases an animal control holding facility located at:

2725 North East Goldie Rd, Oak Harbor, WA 98277

The Contractor agrees to operate and maintain the animal control holding facility in a neat, clean and sanitary condition and in compliance with all applicable governmental laws, rules and regulations. Contractor will not permit any condition to exist which constitutes a nuisance. The City, through its authorized agents and representatives, shall have the right to enter upon and inspect the

facility during regular business hours, without prior notice, for the purpose of inspecting the holding facility for compliance with this contract and to affect any necessary building maintenance and repairs.

In the event the Contractor desires any physical additions or changes to be made to the Holding Facility, the Contractor shall request such additions or changes in writing, and the City shall evaluate the Contractor's request. All work on the Facility, excluding janitorial work, shall be performed by the City, and shall comply with the bidding and public works laws applicable to the City.

No tenancy, leasehold, or other property rights in favor of the Contractor in the premises is created by this Contract. The intent of the parties is that the Contractor shall provide services to the City in the form of care provided to impounded and stray animals, utilizing the City's facility. The Contractor may not use the facility upon termination of this Contract. Upon termination of this Contract, Contractor will remove all animals Contractor has accepted in the holding facility and remove all of its property. The City may dispose of any animal or Contractor's property left behind upon termination, as the City deems appropriate. Expenses the City incurs for such disposition are chargeable to the Contractor, and the City may deduct such funds from any payment due to the Contractor.

Contractor shall provide janitorial service to the animal control holding facility. The Contractor shall pay prevailing wages to any of the Contractor's personnel (or subcontractors) who perform janitorial, floor waxing and shampooing, and window cleaning work in accordance with the provisions of WAC 296-127-023. An annual adjustment in the prevailing wage to be paid to janitorial staff shall be made after the first year of this contract, to reflect the most recently promulgated increases in prevailing wages each year. The prevailing wage for the year 2013 for janitorial work shall be \$9.19/hour. The Contractor shall be responsible for any damage to the premises that the Contractor (or its agents) cause, normal wear and tear excepted. The Contractor may not use the premises for any other purpose except as an animal control holding facility as authorized by this contract.

- D. Medical Costs for Sick/Injured Animals Picked Up By Animal Control:
Contractor shall be responsible for providing appropriate veterinary care to any and all dogs or cats impounded or quarantined by any animal control authority of the City. In the event that such animal control authority of the City assume custody of a dog or cat in need of immediate veterinary attention, the personnel will first attempt to contact the Shelter Manager before obtaining veterinary treatment. If unable to contact the Shelter Manager, the animal control authority of the City will next attempt to make contact with the Lead Animal Care Technician. If unable to contact either party, the animal control authority of the City may obtain emergency treatment to relieve the immediate pain/suffering of the animal at a cost of no more than Two Hundred Dollars (\$200.00), and will notify Contractor of action taken.

E. Holding Facility Procedures:

- (1) Licensed Stray Animals: If the dog or cat placed in the holding facility is licensed by the City of Oak Harbor, the Contractor shall use owner information from the City or other sources to attempt to give notice to the owner by way of personal contact, telephone or mail that the animal is being held at the holding facility. If the owner is notified via telephone, this notice, including the time and name of the person contacted shall be noted in records kept by Contractor and provided to the City monthly. The animal shall be held for a minimum six (6) calendar days, unless written instructions to the contrary are provided by the animal control authority requesting the Contractor to hold the animal pending legal action. If not claimed during the applicable holding period, an animal shall be subject to disposition pursuant to Contractor's program for placing and/or disposing of unclaimed dogs and cats.
- (2) Unlicensed Stray Animals: If the dog or cat placed in the holding facility is not licensed by the City of Oak Harbor, the animal shall be held for the period of time applicable under City ordinance. If not claimed during the applicable holding period, an animal immediately becomes the property of Contractor. Disposition of the animal is then at Contractor's sole discretion.
- (3) Severely Injured or Diseased Animals: Severely injured or diseased animals placed at the holding facility shall be subject to veterinary examination. In the event that a state-licensed veterinarian determines that there is no humane alternative to euthanasia for the injured or diseased animal the Contractor may follow the recommendations of the veterinarian for euthanasia of the animal. Contractor shall provide a copy of the veterinarian's written recommendation(s) to the City as part of its monthly report.
- (4) Reclaimed Animals: Impounded animals will be released to owners or custodians upon proof of ownership, and a receipt of payment to the City of Oak Harbor of all applicable fees and fines established pursuant to Title 7 of the Oak Harbor Municipal Code. Any individual representing him or herself as custodian of the impounded animal should provide written authorization for release from the owner or other sufficient evidence of authority to assume control of the animal on behalf of the owner.
- (5) Dangerous Animals: Animals that have bitten people, or are suspected of having bitten people, shall be kept a minimum of fourteen (14) days from date of impoundment in accordance with Chapter 7.32 of the Oak Harbor Municipal Code. The Contractor at the animal control holding facility will house such animals in the absence of other available alternatives such as owner's home or a veterinary board facility. The animal's owner, if known, shall be responsible for payment of the applicable fees and costs.

The animal will only be released when ordered in writing by a Judge, the Chief of Police or their designees. The Contractor shall not be required to assume ownership of dangerous animals into the Contractor's shelter programs. Dangerous animals may be euthanized at the end of the specified hold period without being transferred to Contractor ownership. Contractor may transfer animals that are displaying stress related aggression from the animal control holding facility to its shelter at the end of the hold period in order to allow more time for thorough determination of health and adoptability of the animal than the hold period allows.

- (6) Waiver of Fees: The Contractor agrees to release any animal without payment of impound fees and other charges, when ordered in writing by the Chief of Police.
- (7) Citizen Complaints: All citizen complaints regarding animals shall be referred to the Oak Harbor ACO upon receipt.

3. CITY RETAINED AUTHORITY:

- A. Licensing: All licensing fees shall be established by the City.
- B. Animal Control: The City retains authority to enforce animal control laws and regulations.
- C. Independent Fees: The City retains authority to establish impound fees for animals impounded pursuant to City ordinances. The Contractor may recommend changes in City fees.

4. HOURS OF OPERATION: The Contractor shall submit to the City, as Attachment B to this Contract, a schedule of its operating hours which shall include:

- A. Days and hours when the office and animal control holding facility are open to the public.
- B. A location and detailed process regarding where animals can be delivered by Animal Control Officers and Oak Harbor Police Department personnel 24-hours per day.
- C. Days the office and animal control holding facility will be closed for observed holidays.

All changes to the schedule must receive approval of the Chief of Police or the Chief's designee prior to becoming effective.

5. TREATMENT OF PUBLIC: Contractor shall treat the public fairly and courteously in carrying out services required under this Contract.

6. ANNUAL COMPENSATION:

The City of Oak Harbor agrees to pay to the Contractor a total of \$100,000.00 annually (these payments shall be to the Contractor in eleven [11] monthly installments of \$8,333.33 / one [1] installment of \$8,333.37 for services under the Contract after the month for which the services are rendered). Except as noted elsewhere in this contract, this payment shall cover all expenses to fulfill the terms of this contract.

- A. Additionally, City shall pay \$150.00 per call-out for after hours (before 8 a.m. and after 5 p.m. or on Holidays) for service requests deemed necessary by Oak Harbor Police Department, upon proper billing by Contractor within thirty (30) days of service. For the purposes of this paragraph, a "Holiday" shall include those holidays identified in RCW 1.16.050. City shall verify that the Contractor has provided the services required under this Contract in a form acceptable to the City.
- B. City shall be responsible for replacement of City owned equipment due to normal wear and tear. Contractor will be responsible for notifying the City of replacement needs of City equipment in a timely manner to allow for inclusion in the annual City budget.
- C. The City shall retain all fines or penalties arising out of the issuance of citations for violation of the City's animal control ordinance, as now enacted or hereafter adopted.
- D. Contractor shall retain those impound fees established under section 7.20.030 of the Oak Harbor Municipal Code, as those fees now exist or may hereafter be amended.
- E. As the City of Oak Harbor is the only entity that requires WAIF to handle found and stray cats, it is necessary that WAIF have the facilities to house these animals. WAIF currently operates a Cat Adoption Facility (50 NE Midway Blvd, Oak Harbor, WA 98227) that it uses to accommodate City of Oak Harbor cats when they are available for adoption. Because the facility is in need of improvements, the City of Oak Harbor will agree share some of these costs **by reimbursing the contractor up to \$15,000.00** towards the improvements of the Contractor's Cat Adoption Facility by July 1, 2014.

7. CONTRACT TERM: This Contract shall commence on October 1, 2013 at 12:01 AM and end at midnight on December 31, 2015. Either party may terminate this Contract earlier without cause by providing sixty (60) days advance written notice. The City reserves the right to immediately terminate this Contract without hearing or notice in the event of material default by the Contractor. The Contractor reserves the right to immediately terminate this Contract without hearing or notice in the event of material default by the City.

8. HOLD HARMLESS/INDEMNIFICATION:

- A. Contractor shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers 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 Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the City. No liability shall attach to the City by reason of entering into this Contract except as expressly provided herein.
- B. The City shall defend, indemnify and hold harmless the Contractor, its officers, officials, employees and volunteers 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 City in performance of this Contract, except for injuries and damages caused by the sole negligence of the Contractor. No liability shall attach to the Contractor by reason of entering into this Contract except as expressly provided herein.
- C. An animal shall become the responsibility of Contractor at the point that the animal is placed or released into the animal control holding facility. Contractor shall hold the City harmless under the terms of this section for all claims arising out of the detention and custody of the animal. Accordingly, Contractor shall be held harmless by the City under the terms of this Contract for claims arising out of the detention of the animal or arising out of any event occurring prior to the time that Contractor assumes custody and control of the animal(s).
- D. Survival: Upon the expiration or termination of this Contract, the obligations of the parties to each other shall come to an end, except the provisions of Section 9: Hold Harmless and Indemnification, which will be applicable to any event / incident that had taken place during the tenure of the Contract.

9. THE PARTIES REPRESENTATIVES AND NOTICES: The Chief of Police shall be responsible for administration of this Contract. All reports, recommendations, and other correspondence will be directed to the Chief. The Contractor's Executive Director shall act as the Contractor's liaison with the City.

All notices to the City shall be mailed or personally delivered to the City of Oak Harbor Police Chief at his/her address:

860 SE Barrington Drive
Oak Harbor, WA 98277

All notices to the Contractor shall be mailed or personally delivered to its Executive Director at:

20168 SR 20
Coupeville, WA 98239

Either party may change its address by providing written notice by certified mail, return receipt requested.

10. TAXES: Contractor will be responsible for payment of taxes applicable to its operations, including, but not limited to, business and occupation tax, sales tax, excise tax, income tax, employer's social security tax, employer's industrial insurance premium, and employer's unemployment compensation premium. Contractor will be solely responsible to collect and transmit to the correct government office any employee taxes, assessments, or contributions which an employer is required to collect from employees and transmit including, but not limited to, social security and income tax withholding.
11. INSURANCE:
 - A. Contractor shall obtain insurance of the types described below:
 - (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, in the service of Contractor. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - (2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 - (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- D. Minimum Amounts of Insurance
Contractor shall maintain the following insurance limits:
- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- E. Other Insurance Provision
The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- F. Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- G. Verification of Coverage
Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
- H. Subcontractors
The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
- I. Notice of Cancellation
The Contractor shall provide the City and all Additional Insured's for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- J. Failure to Maintain Insurance
Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to

be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

12. RECORDS: Along with records specified in Section 2B, the Contractor shall maintain accurate and complete records of all animals brought to the animal control holding facility in the performance of this Contract. The records shall contain the following information:
 - A. Description of the animal, including its breed, color, size, sex, disposition, where and how the animal was obtained and the animal's owner, if known.
 - B. All dangerous or potentially dangerous animals received by Contractor.
 - C. Date, time, location, reason and manner in which the animal was obtained.
 - D. Length of time the animal was in the animal control holding facility.
 - E. Disposition of animal.
13. FINANCIAL RECORDS AND AUDITS: The Contractor shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. 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 Contract.

The Contractor shall retain all books, records, documents and other material relevant to this Contract, for six (6) years after its expiration. The Contractor 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.

14. NONDISCRIMINATION:
 - A. The City is an equal opportunity employer.
 - B. Nondiscrimination in Employment. In the performance of this Contract, the Contractor 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 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 Contractor 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 Contractor shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. Nondiscrimination in Services. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Contract 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.
- D. If any assignment and/or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

- 15. AMENDMENTS: This Contract may be amended at any time by mutual written agreement between the parties.
- 16. OAK HARBOR MUNICIPAL CODE CHANGES: The City Council reserves the right to amend, add or delete Title 7 of the Oak Harbor Municipal Code or other provisions of the Oak Harbor Municipal Code concerning animal control or care of animals at any time on its motion. The City Council also reserves the right to pass such general rules and regulations as it may deem necessary for the operation of the holding facility and/or disposal area; provided, further, that changes in rules, regulations, ordinances and Title 7 which result in additional work or change indirectly compensation, do not have to be undertaken by the Contractor unless mutually agreed to. It is further provided that changes in ordinances of the City or Title 7 of the Oak Harbor Municipal Code which cause additional work or change directly or indirectly compensation levels for the Contractor, that these occurrences shall be the basis for the re-evaluation of compensation levels under this Contract. Such changes shall be to reasonably compensate the Contractor and must be consistent with the principles and levels of compensation set out in this Contract.
- 17. INDEPENDENT CONTRACTOR: All activities performed by the Contractor, employees, volunteers or representatives are, for all purposes under this Contract performed as an

independent contractor and shall not be deemed to be an employee or agent or representative of the City, and none of them shall be entitled to any benefits to which City employees are entitled including, but not limited to, overtime, retirement benefits, unemployment insurance, worker's compensation benefits, injury leave or other leave benefits. Contractor will pay all taxes as are connected with this operation including, but not limited to, employee taxes (such as industrial insurance and FICA) and federal, state and local taxes (such as income, excise and sales taxes). Contractor shall file a federal tax return showing expenses and any profits of the enterprise and shall maintain an account with the Washington State Department of Labor and Industries.

Contractor acknowledges that it is an independent contractor and that it is not a City of Oak Harbor agency or the agent of a City of Oak Harbor officer and agrees not to represent itself as such. All volunteers and any paid staff are volunteers and staff of Contractor and not of the City of Oak Harbor. Any uniforms or insignia used by Contractor shall not use the words "Oak Harbor."

18. ASSIGNABILITY: The Contractor will use its best efforts, skill and independent judgment in providing high quality holding facility service for the City. Contractor may not assign this Contract or any part of it to any other person or firm. The City may not assign this Contract or any part of it to any other person or firm other than the Contractor. The Contractor may hire employees of its choice. The Contractor is responsible for supervision of any employees or volunteers.
19. THIRD PARTY BENEFICIARIES: This Contract is for the purpose of providing animal holding facility services for the City of Oak Harbor and is for the general benefit of Oak Harbor and should not be construed as creating a right or benefit for any particular person or class of persons not a party to this Contract.
20. NO WAIVER: Any failure or delay by City or Contractor in strictly enforcing the terms of this Contract shall not operate to waive or be deemed a waiver of the rights of the City or Contractor to require compliance that is full and to the letter of the Contract, or to thereafter require performance by City or Contractor in strict accordance with the terms of this Contract.

EXECUTED, this _____ day of _____, 20__ for the WHIDBEY ANIMALS' IMPROVEMENT FOUNDATION.

President of the Whidbey Animals' Improvement Foundation

Executive Director of the Whidbey Animals' Improvement Foundation

EXECUTED, this the _____ day of _____, 20__ for the CITY OF OAK HARBOR.

Scott Dudley, Mayor

ATTEST:

Valerie Loffler, City Clerk

APPROVED AS TO FORM:

Grant Weed, Interim City Attorney

DEPARTMENTAL APPROVAL:

Edgar J. Green, Chief of Police

ATTACHMENT "A"

FACILITY

ANIMAL CONTROL HOLDING FACILITY SERVICES CONTRACT WHIDBEY ANIMALS' IMPROVEMENT FOUNDATION AND CITY OF OAK HARBOR

The City leases an animal control holding facility located at:

2725 North East Goldie Rd, Oak Harbor, WA 98277

The City understands this is a "new facility" for use as a holding facility and will require some capital improvements to get it to the necessary standard. The City agrees to make the following improvements before the facility opens:

Secure fencing surrounding the north perimeter only with a gate on for officer access.

Modifications to the front office area to handle cats

A modification to (6-9) kennels* [Interior and Exterior/Raising walls/covering wood/installing 'guillotine doors' to keep dogs isolated inside and outside as needed].

Remove block walls inside

Modifications to air exchange system (as needed) to accommodate cats in office area

Remove carpeting

Seal concrete floors

Create a "drop off" dog run.

*It is understood by both parties that the modification of only 6-9 kennels may lead to times when the Animal Control Holding Facility is at capacity. In the event this happens, the Animal Control Officer / Police Officer may get redirected to transport an animal to WAIF's facilities in Coupeville, WA.

ATTACHMENT “B”

SCHEDULE

ANIMAL CONTROL HOLDING FACILITY SERVICES CONTRACT WHIDBEY ANIMALS’ IMPROVEMENT FOUNDATION AND CITY OF OAK HARBOR

Whidbey Animals’ Improvement Foundation Operating Schedule

Open for Redemption and Stray Animal Intake

(No surrenders of personally owned animals at this location)

Monday through Sunday – 9am to 4pm

Wednesdays only until 7pm

Holiday Closures

Holding Facility will be closed on the following holidays:

New Year’s Eve

New Year’s Day

Easter

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Eve

Christmas Day

All changes to the schedule must receive approval of the Chief of Police or his designee prior to becoming effective.