



June 18, 2013

CITY COUNCIL AGENDA

6:00 p.m.

1. CALL TO ORDER

Pledge of Allegiance/Invocation

HONORS AND RECOGNITIONS

- Recognition of Don Howat, Blue Mountain Electric
- Proclamation Recognizing the 100th Anniversary of the Neil Barn

2. APPROVAL OF AGENDA

3. CITIZEN COMMENT PERIOD

4. CONSENT AGENDA

- a. Minutes of the Regular City Council meeting held June 4, 2013
- b. Approval of Accounts Payable Vouchers in the amount of \$1,585.99, consisting of Nos. 154401 through 154406; and \$311.81, consisting of Nos. 154407 through 154411; and \$681,449.75, consisting of Nos. 154412 through 154605
- c. Motion to award the operation of food concessions at the Oak Harbor Marina to Orlando's Fish and Grill
- d. Motion to appoint Dr. Pampeyan to the Marina Advisory Committee to fill an unexpired term ending December 2014
- e. Motion to appoint John Pendleton to the Arts Commission for a four-year term to expire on June 2017
- f. Motion to approve the extension of the Public Defense Service Agreement with Matthew Montoya for a full caseload of indigent defense cases
- g. Motion to approve the extension of the Public Defense Service Agreement with Georgina Sierra for a partial caseload of indigent defense cases
- h. Motion to authorize the purchase and installation of a drainage system for Ft. Nugent Park through the City's interlocal purchasing agreement with KCDA in an amount not to exceed \$80,000.00
- i. Introduction of Ordinances 1660 Relating to the Fire Code; and Ordinance 1661 Relating to the Building Code (July 2, 2013)



June 18, 2013

CITY COUNCIL AGENDA

6:00 p.m.

4. CITIZEN COMMENT

5. HEARINGS AND ORDINANCES/RESOLUTIONS

- a. Public Hearing: Ordinance 1658: Refunding the Outstanding 2004 Water and Sewer Bonds
- b. Public Hearing: Resolution 13-13: Adopting the Six-Year Transportation Improvement Program
- c. Resolution 13-06: Establishing a Policy for Invocations at City Council Meetings

6. OTHER BUSINESS

- a. Motion to authorize the Mayor to sign a Consultant Agreement with Gray & Osborne for the design of the North Booster Station and Water Transmission Line Projects in an amount not to exceed \$964,100
- b. Motion to defer the implementation date of the employees' 2% COLA and termination of the "opt-out" provision for non-represented employees from July 1, 2013, to January 1, 2014

7. EXECUTIVE SESSION - Pending Litigation

8. CITY ADMINISTRATOR COMMENTS

9. COUNCILMEMBER COMMENTS

10. MAYOR COMMENTS

11. 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 City Council Agenda Bill

Bill No.
Date: June 18, 2013
Subject: Citizen Recognition – Don
Howat and Blue Mountain
Electric

FROM: Scott Dudley, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is for the Council to recognize and thank Don Howat and Blue Mountain Electric for making Oak Harbor brighter.

AUTHORITY

RCW 35A.12.120 Council — Quorum — Rules — Voting.

The council shall determine its own rules and order of business, and may establish rules for the conduct of council meetings and the maintenance of order.

FISCAL IMPACT DESCRIPTION

None.

SUMMARY STATEMENT

Throughout the years, Don Howat and Blue Mountain Electric have volunteered and donated materials on numerous electrical projects for the City of Oak Harbor:

- City/Navy Gateway display at Ault Field Road.
- Lights at the VFW Park to light up the P2V Memorial.
- Wired the Fort Nugent Park Youth Football Field electrical score boards.
- Lights and outlets for the gazebo at Hal Ramaly Park.
- Repaired the light in the “Waiting” statue at the Marina.
- Lights and outlets in the new picnic shelters at Fort Nugent Park.

Mr. Howat is also very involved with our community through his membership of the Rotary Club of North Whidbey Sunrise.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Thank Mr. Howat and Blue Mountain Electric for their generous contributions of talent, time and materials for numerous electrical projects within our community.

ATTACHMENTS

None.

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR



PROCLAMATION IN RECOGNITION OF

NEIL BARN 100TH YEAR ANNIVERSARY DAY **JUNE 22, 2013**

WHEREAS, In June 1913, architect and builder, Otto Van Dyk, completed the biggest structure of its kind along the Pacific Coast, and in the history of Whidbey Island,...a barn for the Neil Family Farm; and

WHEREAS, on the ground floor, the Neil Barn had enough stanchions for a herd of 48 cows, plus box stalls, calf pens, and storage, with a vast hayloft upstairs; and

WHEREAS, in 1950, Soren Rasmussen and Darrell Ellis transformed the barn into a roller rink and on June 30, 1950, the Roller Barn opened for business. Advertized as the "Fun Spot of Whidbey Island", young and old alike could skate on a brand new maple floor to the strains of skating melodies played on a nickelodeon; and

WHEREAS, in 1997, the Roller Barn was yet again transformed and became the official headquarters for Partnership with Youth, an organization dedicated to serving the youth of Oak Harbor; and

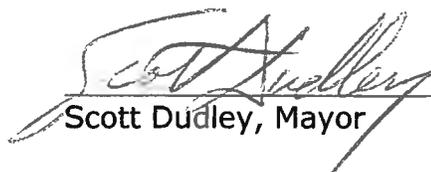
WHEREAS, in 2003, Partnership with Youth was chartered as the Boys and Girls Club of Oak Harbor, an after school youth center which provides a positive place for kids; and

WHEREAS, in its 100 years, the Neil Barn has come from housing farm animals to a place that has touched the lives of thousands of youth in our community; and

WHEREAS, to commemorate the 100th year anniversary of the Neil Barn, the Boys and Girls Club of Oak Harbor is hosting an open skate and Bar-B-Q to celebrate on Saturday, June 22nd, from 1pm to 3pm.

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **June 22, 2013** as the **Neil Barn 100th Year Anniversary Day** in the City of Oak Harbor.

Signed this 18th day of June, 2013


Scott Dudley, Mayor

Oak Harbor City Council
Regular Meeting Minutes
June 4, 2013

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE/INVOCATION

Mayor Pro Tem Paggao led the Pledge of Allegiance, and Pastor Fred Burleson of Living Faith Church gave the invocation.

ROLL CALL

City Clerk Valerie J. Loffler called the roll.

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 Clerk Valerie J. Loffler
Chief of Police Ed Green
Fire Chief Ray Merrill

Mayor Scott Dudley was absent.

PRESENTATIONS OF OTHER NON-ACTION ITEMS

Recognition of Lt. Don Baer, 10 Years of Service

Fire Chief Ray Merrill presented Lt. Don Baer with a fleece jacket honoring his 10 years of service to the City.

APPROVAL OF AGENDA

Motion: Councilmember Campbell moved, seconded by Councilmember Severns, to approve the Agenda as presented. The motion carried unanimously.

CITIZEN COMMENT PERIOD

Helen Chatfield-Weeks reminded the citizens to remember the \$600,000 paid by the City to terminate several administrative positions.

CONSENT AGENDA

City Clerk Valerie J. Loffler read the Consent Agenda.

- a. Minutes of the Regular City Council Meetings held May 7, 2013, and May 21, 2013

- b. Approval of Accounts Payable Vouchers in the amount of \$181,097.45, consisting of Nos. 154285 through 154400

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

HEARINGS AND ORDINANCES/RESOLUTIONS

Ordinance 1658: Refunding 2004 Water/Sewer Bonds

Finance Director Doug Merriman provided a staff report and informed Council the Ordinance requires the public hearing be extended to June 18, 2013.

Ordinance 1658: **An Ordinance of the City of Oak Harbor, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$[1,645,000] aggregate principal amount of water and sewer revenue refunding bonds to provide funds to advance refund the callable portion of the City's Water and Sewer Revenue Bonds, 2004, and to pay the administrative costs of such refunding and the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters**

Mayor Pro Tem Paggao opened the public hearing at 6:10 p.m.

Helen Chatfield-Weeks spoke in support.

Motion: Councilmember Servatius moved to extend the public hearing to June 18, 2013. The motion was seconded by Councilmember Munns and carried unanimously.

Ordinance 1659: Park Facility Reservation System

Public Works Director Cathy Rosen provided a staff report.

Ordinance 1659: **An Ordinance Amending Section 6.14.145 of the Oak Harbor Municipal Code Relating to the Park Reservation Facility System**

Parks Chair Helen Chatfield-Weeks spoke in support.

Councilmember Campbell asked staff to make a rule that audio speakers at special events be directed away from the RV area.

Motion: Councilmember Hizon moved to adopt Ordinance 1659. The motion was seconded by Councilmember Servatius and carried unanimously.

OTHER BUSINESS

Septic to Sewer Project

City Engineer Joe Stowell provided the staff report. Mr. Stowell introduced Craig Chambers representing BHC Consultants.

Council and staff discussed timeframes and funding in addition to workshop meetings for public input.

Motion: Councilmember Servatius moved to authorize the Mayor to sign a Consultant Agreement with BHC Consultants for engineering consulting services for the Septic to Sewer Project on a time and materials basis in an amount not to exceed \$24,930. The motion was seconded by Councilmember Severns and carried unanimously.

Settlement and Release with New Cingular Wireless PCS, LLC

Finance Director Doug Merriman provided the staff report.

Motion: Councilmember Hizon moved to authorize the Mayor to sign the Agreement of Settlement and Release with New Cingular Wireless PCS, LLC. The motion was seconded by Councilmember Munns and carried unanimously.

Council Initiated Agenda Item

Motion: Councilmember Almberg moved to place the employee benefit topic on the June 18th Agenda to consider deferring the implementation of employees' 2% cost of living adjustment (COLA) and termination of the opt-out provision for non-represented employees from July 1, 2013, to January 1, 2014. The motion was seconded by Councilmember Munns.

Mayor Pro Tem Paggao directed the item be placed on the agenda for the regular meeting of June 18, 2013.

EXECUTIVE SESSION

At 6:39 p.m. Mayor Pro Paggao announced an executive session of approximately 10 minutes to discuss potential litigation.

The meeting reconvened at 6:54 p.m. No action was taken during executive session.

CITY ADMINISTRATOR COMMENTS

City Administrator Dr. Larry Cort announced the last of the three regular workshop meetings will be held on June 18, and that he would be soliciting agenda items for discussion.

Dr. Cort reminded Council that the Ordinance providing for the trial period of workshop meetings will sunset on June 30th. If nothing is done, Council would return to the Standing Committee format. The other option would be to extend the sunset date.

He also provided a summary of agenda items scheduled for June 18, 2013.

COUNCILMEMBER COMMENTS

Councilmember Campbell reported he attended the Tourism Board meeting where he learned that writers for travel magazines will be visiting Whidbey Island in addition to a movie company currently scouting locations for filming.

ADJOURNMENT

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

The meeting adjourned at 6:59 p.m.

Valerie J. Loffler, City Clerk

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

Bill No. C/A 4.b.
Date: June 18, 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

Motion to approve the accounts payable vouchers in the amount of \$1,585.99, consisting of Nos. 154401 through 154406; and \$311.81, consisting of Nos. 154407 through 154411; and \$681,449.75, consisting of Nos. 154412 through 154605.

ATTACHMENTS

Voucher Lists

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154401	5/30/2013	0007119 BARRETT, AUGUST OR DONNA	Ref000205347		UB Refund Cst #00124981	97.23
Total :						97.23
154402	5/30/2013	0007118 GROSS, RUTH	Ref000205346		UB Refund Cst #00123273	58.45
Total :						58.45
154403	5/30/2013	0004277 HEMPFLING, DAVID OR KAREN	Ref000205351		UB Refund Cst #00146863	130.00
			Ref000205352		UB Refund Cst #00146863	130.00
			Ref000205353		UB Refund Cst #00146863	130.00
			Ref000205354		UB Refund Cst #00146863	130.00
			Ref000205355		UB Refund Cst #00146863	130.00
			Ref000205356		UB Refund Cst #00146863	130.00
			Ref000205357		UB Refund Cst #00146863	98.39
Total :						878.39
154404	5/30/2013	0007120 MALLARD, ANSJANAE MICHELLE	Ref000205349		UB Refund Cst #00160152	15.00
Total :						15.00
154405	5/30/2013	0007117 PINNACLE NW	Ref000205348		UB Refund Cst #00126272	79.40
			Ref000205350		UB Refund Cst #00161790	38.52
Total :						117.92
154406	5/30/2013	0007081 UNITED MEDIA USA, LLC	1-3124		BROADCAST	419.00
Total :						419.00
6 Vouchers for bank code : bank						Bank total : 1,585.99
6 Vouchers in this report						Total vouchers : 1,585.99

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
154407	6/6/2013	0007123 ANGKAW, JUNE OR LYNETTE	Ref000205669		UB Refund Cst #00127431	152.56	
						Total :	152.56
154408	6/6/2013	0006596 C & K REAL ESTATE	Ref000205671		UB Refund Cst #00161261	18.74	
						Total :	18.74
154409	6/6/2013	0007124 TULL, ANGELA	Ref000205670		UB Refund Cst #00159688	11.03	
						Total :	11.03
154410	6/6/2013	0007122 VENETTE, CHAD OR YANA	Ref000205667		UB Refund Cst #00124144	99.01	
						Total :	99.01
154411	6/6/2013	0001391 WINDERMERE	Ref000205668		UB Refund Cst #00124924	30.47	
						Total :	30.47
5 Vouchers for bank code : bank						Bank total :	311.81
5 Vouchers in this report						Total vouchers :	311.81

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154412	6/7/2013	0006983 CAMPING WORLD OF BURLINGTON	12647		DAMAGE REPAIR	1,135.26
					Total :	1,135.26
154413	6/7/2013	0001610 OUR DESIGNS, INC	1689438B		BADGES-REPLACEMENT CHECK	305.36
					Total :	305.36
154414	6/7/2013	0000438 ISLAND PAINT & GLASS	24660		PAINT	267.20
					Total :	267.20
154415	6/7/2013	0000066 AWC EMPLOYEES BENEFITS TRUST	060713		PREMIUMS	45.78
					Total :	45.78
154416	6/7/2013	0000860 STANDARD INSURANCE COMPANY	053113		LONG TERM DISABILITY	4,254.59
					Total :	4,254.59
154417	6/10/2013	0007125 AT&T MOBILITY SETTLEMENT FUND	060513		SETTLEMENT AGREEMENT	33,341.06
					Total :	33,341.06
154418	6/11/2013	0000950 LICENSING, WASHINGTON STATE DEPT OF	060613		CONCEALED WEAPONS PERMITS	252.00
					Total :	252.00
154419	6/12/2013	0006396 AA SPORTS, LTD	13-WIM-01		TIMING SERVICES	8,046.86
					Total :	8,046.86
154420	6/12/2013	0001609 ALL QUALITY STITCHES	219		SHIRTS/JACKETS	1,353.86
					Total :	1,353.86
154421	6/12/2013	0000042 ANACORTES, CITY OF	900-9080-00 901-9080-01 901-9080-02		MAY 2013/WATER PURCHASED MAY 2013/WATER PURCHASED MAY 2013/WATER PURCHASED	93,630.00 785.77 9,920.99
					Total :	104,336.76
154422	6/12/2013	0002044 ANACORTES.NET/HOW IT WORKS	33092		JUN 2013/WEB HOSTING	15.95
					Total :	15.95
154423	6/12/2013	0003091 ANDRICOS, JOANN	1		TRAVEL REFUND	29.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154423	6/12/2013	0003091 0003091 ANDRICOS, JOANN	(Continued)			Total : 29.00
154424	6/12/2013	0000050 ARAMARK	15320087		UNIFORM ITEMS	210.62
						Total : 210.62
154425	6/12/2013	0005001 ARAMARK	938116000		UNIFORM SERVICES	930.80
						Total : 930.80
154426	6/12/2013	0004019 ASSOCIATED PETROLEUM PRODUCTS	0438967-IN		FUEL	3,524.75
						Total : 3,524.75
154427	6/12/2013	0000055 ASSOCIATION OF WASHINGTON	IVC001658		2012 RETRO PROGRAM	11,236.75
						Total : 11,236.75
154428	6/12/2013	0007125 AT&T MOBILITY SETTLEMENT FUND	061213		SETTLEMENT AGREEMENT	32,109.78
						Total : 32,109.78
154429	6/12/2013	0000065 AVOCET ENVIRONMENTAL TESTING	1301666-IN		TESTING	100.00
						Total : 100.00
154430	6/12/2013	0004630 BAIN, DARLENE	1		TRAVEL REFUND	29.00
						Total : 29.00
154431	6/12/2013	0004733 BARRON HEATING & AIR COND, INC	136180 136181 136182		CONDITIONING REPAIR CONDITIONING REPAIR DETECTOR	342.41 367.63 211.97
						Total : 922.01
154432	6/12/2013	0000083 BAZA, ALVIN	060613		WELLNESS INCENTIVE	20.00
						Total : 20.00
154433	6/12/2013	0005776 BELLINGHAM MARINE INDUSTRIES	102650		DAMAGE ASSESSMENT	2,717.50
						Total : 2,717.50
154434	6/12/2013	0000091 BENS CLEANER SALES, INC	236785 236926		CLEANING CHEMICAL GENERAL SERVICE	941.30 283.71
						Total : 1,225.01

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154435	6/12/2013	0005638 BEST WESTERN PARK PLAZA	324627		HOTEL ACCOMMODATIONS/BAILEY	120.18
					Total :	120.18
154436	6/12/2013	0000103 BLADE CHEVROLET, INC	137786		BOLT	7.09
					Total :	7.09
154437	6/12/2013	0006273 BLODGETT, MARGE	1		TRAVEL REFUND	29.00
					Total :	29.00
154438	6/12/2013	0000109 BLUMENTHAL UNIFORMS	1097		SHIRTS/LITTLE	145.36
			996957		VEST/VALENZUELA	831.56
			998955		PANTS/VALENZUELA	123.62
					Total :	1,100.54
154439	6/12/2013	0003097 BOYER, TALLIE	060613		WELLNESS INCENTIVE	20.00
					Total :	20.00
154440	6/12/2013	0000124 BRANOM INSTRUMENT CO	507041		BACKFLOW REPAIR	107.88
					Total :	107.88
154441	6/12/2013	0002943 BRAUNSTEIN, ANGELA	052913		RETIREMENT CAKE	65.00
					Total :	65.00
154442	6/12/2013	0000139 BUXTON, MIKE	TRAVEL REIMB		TRAVEL REIMB	15.00
					Total :	15.00
154443	6/12/2013	0000627 CAPITAL ONE COMMERCIAL	172650855211		SUPPLIES	431.05
					Total :	431.05
154444	6/12/2013	0006215 CAROLLO	0128397		PROF SVC/PRELIMINARY ENGINEERIN	20,985.81
			0128646		PROF SVC/TREATMENT PLANT PRELIM	45,597.81
					Total :	66,583.62
154445	6/12/2013	0000160 CENTRAL WELDING SUPPLY	RN05131000		CENTRASHIELD	12.71
					Total :	12.71
154446	6/12/2013	0000169 CHEYENNE LIVESTOCK & PRODUCTS	27917		BEARING	140.77

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154446	6/12/2013	0000169 0000169 CHEYENNE LIVESTOCK & PRODUCTS	(Continued)			Total : 140.77
154447	6/12/2013	0000188 CODE PUBLISHING COMPANY	43589		MUNICIPAL CODE UPDATE	745.68
						Total : 745.68
154448	6/12/2013	0001433 COLE, DONNA	1		TRAVEL REFUND	29.00
						Total : 29.00
154449	6/12/2013	0005773 COMCAST	8498300290363841		INTERNET	207.56
						Total : 207.56
154450	6/12/2013	0003065 COVENANT JANITORIAL	1335859		MAY 2013/JANITORIAL SERVICES	3,465.40
						Total : 3,465.40
154451	6/12/2013	0007074 COX, GENEVIEVE	060613		WELLNESS INCENTIVE	20.00
						Total : 20.00
154452	6/12/2013	0000220 CUMMINS NORTHWEST, INC	001-61310		AIR COMPRESSOR REPAIR KIT	736.30
						Total : 736.30
154453	6/12/2013	0000225 DAILY JOURNAL OF COMMERCE	3274964		BCSB/FOOD CONCESSIONS	201.40
						Total : 201.40
154454	6/12/2013	0000247 DIAMOND RENTALS	1-500608-17		PORTABLES	49.95
			1-500619-17		PORTABLES	49.95
			1-500627-17		PORTABLES	49.95
			1-501576-14		PORTABLES	49.95
			1-502855-13		PORTABLES	49.95
			1-504393-10		PORTABLES	49.95
			1-505564-8		PORTABLES	49.95
			1-505566-8		PORTABLES	49.95
			1-507193-5		PORTABLES	49.95
			1-507193-6		PORTABLES	49.95
			1-508403-3		PORTABLES	99.90
			1-508905-2		PORTABLES	49.95
			1-509362		PORTABLES	49.95
			1-509770		SCISSOR LIFT	206.54
			1-509920		PORTABLES	99.90

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154454	6/12/2013	0000247 DIAMOND RENTALS	(Continued) 1-509959		SOD CUTTER	73.92
					Total :	1,079.66
154455	6/12/2013	0000253 DIVERSINT	98948 98975 98991		LICENSES POWER SUPPLY DVD SET	4,083.97 131.16 21.74
					Total :	4,236.87
154456	6/12/2013	0000254 DON'S WELDING	1349		RAILING REPAIRS	596.76
					Total :	596.76
154457	6/12/2013	0005840 DUDLEY, SCOTT	TRAVEL ADVANCE		TRAVEL ADVANCE	102.00
					Total :	102.00
154458	6/12/2013	0000175 DUNN-TERRY, ROXANN	EXP REIMB EXP REIMB		EXP REIMB EXP REIMB	5,522.25 200.68
					Total :	5,722.93
154459	6/12/2013	0000257 DUTCH MAID CLEANERS	053113 1039		MAY 2013/LAUNDRY SERVICES MAY 2013/LAUNDRY SERVICES	501.80 27.72
					Total :	529.52
154460	6/12/2013	0002302 ECONOMY FENCE CENTER	13914		FENCING	789.86
					Total :	789.86
154461	6/12/2013	0000273 EDGE ANALYTICAL, INC	13-08760 13-09849		TESTING TESTING	18.00 260.00
					Total :	278.00
154462	6/12/2013	0000278 EMERALD SERVICES, INC	I224296		RECYCLING	318.35
					Total :	318.35
154463	6/12/2013	0000281 ENGLE, MICHAEL	TRAVEL ADVANCE		TRAVEL ADVANCE	93.00
					Total :	93.00
154464	6/12/2013	0000283 ENTENMANN-ROVIN COMPANY	0090125-IN		AWARD BAR	69.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154464	6/12/2013	0000283 0000283 ENTENMANN-ROVIN COMPANY	(Continued)			Total : 69.00
154465	6/12/2013	0000017 ESA	102974		PROF SVC/OAK HARBOR MARINA MON	2,220.72
						Total : 2,220.72
154466	6/12/2013	0006276 EXPRESS SERVICES, INC	12524919-3		OFFICE SUPPORT	291.12
						Total : 291.12
154467	6/12/2013	0005086 EZINE INDUSTRIES, INC	834962		MAY 2013/COMMUNITY ALERT NETWOI	9.75
						Total : 9.75
154468	6/12/2013	0002900 FASTENAL	WAOAK14158 WAOAK14195 WAOAK14211 WAOAK14316 WAOAK14317		SS BHSCS 3/4 LDT SS FHSCS FLOOD LIGHT STEEL YOKE	38.82 26.34 18.22 463.44 72.30
						Total : 619.12
154469	6/12/2013	0000304 FERGUSON ENTERPRISES, INC	0374053 0378758		REPAIRS CLAMP/BR LIQ FILL	1,531.95 303.71
						Total : 1,835.66
154470	6/12/2013	0006991 FIKSE, JOSH	060613		WELLNESS INCENTIVE	20.00
						Total : 20.00
154471	6/12/2013	0000355 FRONTIER	240-2350 675-1568 675-6858 679-0500 679-1640 679-1651 679-1789 679-2628 679-3902 679-8477		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	1,122.98 202.24 53.42 58.37 53.57 58.75 53.57 317.56 58.07 77.85
						Total : 2,056.38
154472	6/12/2013	0000326 FRONTIER BUILDING SUPPLY	78436		PRIMED SPRUCE	4.15

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154472	6/12/2013	0000326 FRONTIER BUILDING SUPPLY	(Continued) 78437 78498 78848 78858		PRIMED SPRUCE PRIMED SPRUCE FENCING/DECK DECK	4.83 10.51 14.79 9.16 Total : 43.44
154473	6/12/2013	0000325 FRONTIER FORD	95089 95254 CM95254		RADIATOR ADD CONTROL ADDCORE RE	234.52 780.07 -108.70 Total : 905.89
154474	6/12/2013	0007131 FULLERTON & ASSOCIATES	13-012		CONSULTING/PROPERTY ACQUISITION	870.00 Total : 870.00
154475	6/12/2013	0000340 GIFFORD, KATHY	060613		WELLNESS INCENTIVE	20.00 Total : 20.00
154476	6/12/2013	0000349 GRAINGER	9146770186 9154064753 9154868435 9154868443		FUSES CASTER DOOR PULL TOILET SEATS	192.40 98.97 122.44 419.14 Total : 832.95
154477	6/12/2013	0002940 GRAY & OSBORNE, INC	13404.00-6 13489.00-1		PROF SVC/WATER SYSTEM PLAN UPD PROF SVC/NORTH RESERVOIR	1,053.95 1,787.10 Total : 2,841.05
154478	6/12/2013	0000345 GREATER OAK HBR CHAMBER OF COM	030137		JUN 2013/TOURIST PROMOTION	6,000.00 Total : 6,000.00
154479	6/12/2013	0004974 GREEN LIGHT SOLUTIONS	8225		MAINTENANCE & INSPECTIONS	1,050.00 Total : 1,050.00
154480	6/12/2013	0006990 GRUBB, GARY	060613		WELLNESS INCENTIVE	20.00 Total : 20.00
154481	6/12/2013	0002747 GUARDIAN SECURITY	425676		ALARM MONITORING	708.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154481	6/12/2013	0002747 0002747 GUARDIAN SECURITY	(Continued)			Total : 708.00
154482	6/12/2013	0006590 HAFFNER, OTTO	060613		WELLNESS INCENTIVE	20.00
						Total : 20.00
154483	6/12/2013	0000323 HD FOWLER COMPANY	I3373312		ROTORS	163.05
						Total : 163.05
154484	6/12/2013	0000382 HELTSLEY, RAY	EXP REIMB		EXP REIMB	115.80
						Total : 115.80
154485	6/12/2013	0001251 HEWLETT-PACKARD COMPANY	52861017		COMPUTERS	1,784.86
						Total : 1,784.86
154486	6/12/2013	0005792 HILTON GARDEN INN TRICITIES	060613		HOTEL ACCOMMODATIONS/DUDLEY	431.37
						Total : 431.37
154487	6/12/2013	0006629 HIZON, TARA	TRAVEL ADVANCE		TRAVEL ADVANCE	102.00
						Total : 102.00
154488	6/12/2013	0003095 HOME DEPOT CREDIT SERVICES	3184869		TOP SOIL/PLANTS/VEGETABLES/HERB	168.16
						Total : 168.16
154489	6/12/2013	0006520 HOPKINS, CAMERON	060613		WELLNESS INCENTIVE	20.00
						Total : 20.00
154490	6/12/2013	0002088 HOTEL MURANO	20070010872		HOTEL ACCOMMODATIONS/GREEN	411.33
						Total : 411.33
154491	6/12/2013	0000392 HUBBARD, SCOTT	060613		WELLNESS INCENTIVE	20.00
						Total : 20.00
154492	6/12/2013	0000394 HUMAN RESOURCE SERVICES	052413		JUNE 2013/UNEMPLOYMENT SERVICE	110.00
						Total : 110.00
154493	6/12/2013	0000396 I-COM	13-UQ3-07 13-UQ3-10		Q3 2013/USER FEES 3RD QTR 2013/USER FEES	87,285.55 5,263.35
						Total : 92,548.90

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154494	6/12/2013	0000417 INDUSTRIAL BOLT & SUPPLY	537076-1		TIES/BOLTS/UNIONS/PIPE/STUDS/RING	251.95
					Total :	251.95
154495	6/12/2013	0005884 ISLAND COUNTY HUMAN SERVICES	1ST QTR 2013		1ST QTR 2013/EXCISE LIQUOR TAX	997.93
					Total :	997.93
154496	6/12/2013	0004410 ISLAND COUNTY PUBLIC HEALTH	1172		HEPATITIS IMMUNIZATIONS	110.00
					Total :	110.00
154497	6/12/2013	0000410 ISLAND COUNTY SOLID WASTE	053113		MAY 2013/TIPPING FEES	77,072.81
					Total :	77,072.81
154498	6/12/2013	0000411 ISLAND COUNTY TREASURER	061313 R13324-461-3620		CRIME VICTIM COMPENSATION PROPERTY TAXES	237.53 17.90
					Total :	255.43
154499	6/12/2013	0000412 ISLAND COUNTY TREASURER	060713		2ND QTR 2013/ISLAND COUNTY JOINT	5,000.00
					Total :	5,000.00
154500	6/12/2013	0000415 ISLAND DISPOSAL	060113 3237767		MAY 2013/RECYCLING SERVICES RECYCLING	4,926.60 43.00
					Total :	4,969.60
154501	6/12/2013	0000441 ISLAND SYSTEMS	214936 215241		WATER/MARINA WATER/MARINA	23.60 11.80
					Total :	35.40
154502	6/12/2013	0006311 JANSEN, JONATHAN	060613		WELLNESS INCENTIVE	20.00
					Total :	20.00
154503	6/12/2013	0005628 KESSLER, ROSE	1 1A		TRAVEL REFUND TRAVEL REFUND	80.00 32.00
					Total :	112.00
154504	6/12/2013	0001475 KOCH, MARGARET	1		TRAVEL REFUND	29.00
					Total :	29.00
154505	6/12/2013	0000505 LEFEBER TURF FARM, LLC	38980		TURF	1,587.45

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154505	6/12/2013	0000505 LEFEBER TURF FARM, LLC	(Continued) 39145		TURF PALLET RETURN	-130.00
Total :						1,457.45
154506	6/12/2013	0000979 LES SCHWAB	38300077511 41400065129 41400065965		BATTERY ALIGNMENT ALIGNMENT	224.42 61.14 90.76
Total :						376.32
154507	6/12/2013	0004502 LEXISNEXIS RISK DATA MANAGE	1404645-20130531		MAY 2013/MINIMUM COMMITMENT	54.35
Total :						54.35
154508	6/12/2013	0005814 LIBERTY MUTUAL	32S203126-6100791000		BOND RENEWAL/MERRIMAN	473.00
Total :						473.00
154509	6/12/2013	0000522 LUEHR, TOM	1 1		DRIVING SERVICES DRIVING SERVICES	144.00 102.00
Total :						246.00
154510	6/12/2013	0000530 MAILLIARD'S LANDING NURSERY	70113 70524 70613 70666 70927 70988 71059 71115 71217 71457 71493 71536 71607 71674 71846 71894 71945 72005		MAPLE YARD WASTE YARD WASTE	217.40 221.20 297.85 333.90 253.40 224.35 306.25 347.55 414.40 180.60 192.85 198.45 316.75 374.15 213.85 228.20 278.25 307.65

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154510	6/12/2013	0000530 MAILLIARD'S LANDING NURSERY	(Continued)			
			72070		YARD WASTE	364.35
			72280		YARD WASTE	350.35
			72321		YARD WASTE	227.85
			72336		YARD WASTE	198.10
			72415		YARD WASTE	304.50
			72675		YARD WASTE	10.00
			72754		YARD WASTE	10.00
			72892		YARD WASTE	20.00
					Total :	6,392.20
154511	6/12/2013	0007127 MARHSALL, DAVID	4337		MOORAGE REFUND	175.85
					Total :	175.85
154512	6/12/2013	0000660 MARKET PLACE FOOD & DRUG	681209		GROCERIES	471.71
			707946		GROCERIES	520.93
					Total :	992.64
154513	6/12/2013	0006976 MARKETING X GROUP, LLC	053113		DUPLICATE BUSINESS LICENSE PAYMI	25.00
					Total :	25.00
154514	6/12/2013	0006072 MASTER'S TOUCH, LLC	P30125		MAY 2013/POSTAGE FOR LATE NOTICE	407.36
			P30126		MAY 2013/POSTAGE FOR STATEMENTS	2,710.68
					Total :	3,118.04
154515	6/12/2013	0006072 MASTER'S TOUCH, LLC	30125		MAY 2013/MAILING SERVICES FOR LAT	250.44
			30126		MAY 2013/MAILING SERVICES FOR ST/	874.38
					Total :	1,124.82
154516	6/12/2013	0000040 MATRIX	608119215		LONG DISTANCE	439.18
					Total :	439.18
154517	6/12/2013	0005929 MAXWELL MEDALS & AWARDS	3089797-IN		MARATHON AWARDS	5,082.50
					Total :	5,082.50
154518	6/12/2013	0004006 MCINTYRE, MICHAEL	EXP REIMB		EXP REIMB	402.85
					Total :	402.85

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154519	6/12/2013	0002291 MCYOUNG, MARY	1		TRAVEL REFUND	29.00
Total :						29.00
154520	6/12/2013	0006535 MERRIN, STEVE	4241		MOORAGE REFUND	291.27
Total :						291.27
154521	6/12/2013	0007129 MICRO PRECISION CALIBRATION, I	STL-7360		CALIBRATION	388.45
Total :						388.45
154522	6/12/2013	0007128 MILAND, MYKLE	5668		MOORAGE REFUND	199.82
Total :						199.82
154523	6/12/2013	0000593 MUELLER, DEBORAH	060613		WELLNESS INCENTIVE	20.00
Total :						20.00
154524	6/12/2013	0006700 MUJKANOVIC-CARR, MAJDA	060613		WELLNESS INCENTIVE	20.00
Total :						20.00
154525	6/12/2013	0005005 MUNNS, BETH	TRAVEL ADVANCE		TRAVEL ADVANCE	148.00
Total :						148.00
154526	6/12/2013	0000604 NATIONAL FIRE SPRINKLER ASSOC	300001282		SUBSCRIPTION	85.00
Total :						85.00
154527	6/12/2013	0004084 NAVFACENGC COM FEC SW/NW	20130531T054		MAY 2013/ANIMAL SHELTER	278.60
Total :						278.60
154528	6/12/2013	0000612 NELSON PETROLEUM	0497798-IN 0498307-IN		FUEL AIR BLUE FLUID	730.13 207.46
Total :						937.59
154529	6/12/2013	0000618 NEXTEL COMMUNICATIONS	343702312-138		CURRENT COMM CHARGES	3,662.11
Total :						3,662.11
154530	6/12/2013	0000621 NIIRO, CEDRIC	060613		WELLNESS INCENTIVE	20.00
Total :						20.00
154531	6/12/2013	0000406 NORTH WHIDBEY FIRE & RESCUE	13-12		TRAINING HOUSE BURN	536.32

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154531	6/12/2013	0000406 0000406 NORTH WHIDBEY FIRE & RESCUE	(Continued)			Total : 536.32
154532	6/12/2013	0001430 NORTON, BERNIECE	1		TRAVEL REFUND	29.00
						Total : 29.00
154533	6/12/2013	0000672 OAK HARBOR ACE	220627		NUTS/BOX/CLAMPS/VALVES/HOSE/NIP	84.85
			222054		HOSE/PAINTBRUSHES/PROTECTORS/H	92.36
			222130		CLAMPS	4.21
			222179		AERATOR ADAPTER	3.25
			222270		PIPE/COUPLE	41.27
			222304		FASTENERS/STRAP/TURNUCKLES/AN	55.23
			222311		VELCRO	21.72
			222329		BLADE/ANCHORS	45.82
			222340		CONNECTOR/WIRE/CONDUIT	30.96
			222392		COUPLES/CEMENT/PRIMER/PIPE	88.53
			222403		ELBOW/PRIMER/CEMENT/THREAD	30.93
			222455		FASTENERS	19.29
			222526		STAPLES	4.88
			222539		PIPE	4.34
			222549		SPACKLE/SCRAPER	5.85
			222596		HAMMERITE/ZINC/RUST REMOVER	28.12
			222613		BIBB HOSE	7.60
			222619		BUSHING/NIPPLES	10.92
			222631		BULBS	7.15
			222637		CEMENT/PRIMER/ADAPTER/PIPE/COU	27.65
			222650		FASTENERS/BOLT	7.53
			222680		PRIMER/HARDWARE	24.09
			222764		HAMMERITE/RSTP	16.17
			222771		STAPLE	4.66
			222812		ROLLER COVERS	9.23
			222818		NIPPLES	4.50
			222855		CONNECTOR/RAINX	34.74
			222866		FSP/HSP	18.00
			222892		THREADLOCKER/NIPPLE/BUSHING/BU	32.01
			222958		TIE WRAP/PHOTOCELL/WIRE/TAPE/SP	56.23
			222978		CHALK	2.71
			222984		TEES/NEEDLE/FASTENERS/TUBING	20.53

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154533	6/12/2013	0000672 OAK HARBOR ACE	(Continued)			
			223030		ANCHOR/MIRROR	17.35
			223037		CLEANER	7.60
			223148		GRINDING WHEEL/HARDWARE	37.69
					Total :	907.97
154534	6/12/2013	0000668 OAK HARBOR AUTO CENTER	001-167546		AMP HY	173.91
			001-167908		TAPER BEARINGS	28.65
			001-168204		EPOXY	4.23
			001-168289		FILTERS	67.81
			001-168316		FOAMY ENGINE BR/SCOTCH	19.98
			001-168386		PAINT/PRIMER/HARDENER/REDUCER	184.65
			001-168435		BRAKE LINING	362.09
			001-168436		MINI LAMP	4.03
			001-168448		FILTERS	107.98
			001-168833		SHRINK TA	8.01
			001-168841		FILTERS	26.90
			001-168851		CORE RETURN	-117.40
			001-168917		LITH KEYLESS ENT	1.91
			001-169056		TEFLON TAPE FISH	1.25
					Total :	874.00
154535	6/12/2013	0000676 OAK HARBOR POLICE DEPARTMENT	063013		PETTY CASH	42.17
					Total :	42.17
154536	6/12/2013	0000665 OFFICEMAX, INC	813679		SHEET PROTECTORS	18.80
					Total :	18.80
154537	6/12/2013	0000682 OLYMPIC FOUNDRY INC	0000237024		LIDS	286.97
					Total :	286.97
154538	6/12/2013	0000688 OVERHEAD DOOR CO	JS59039		DOOR REPAIR	4,484.64
					Total :	4,484.64
154539	6/12/2013	0002985 PACIFIC TIRE CO. INC	0066339		TIRES	818.42
			0066396		TIRES	1,061.07
			0066501		TIRES	63.84

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
154539	6/12/2013	0002985 PACIFIC TIRE CO. INC	(Continued) 0066626 0066631 0066787		TIRES TIRES TIRES	1,634.54 491.17 484.09	
						Total :	4,553.13
154540	6/12/2013	0001596 PACIFIC TORQUE, LLC	087203		SENSOR	92.13	
						Total :	92.13
154541	6/12/2013	0003164 PAINTERS ALLEY	20417 20418 20486 20524 20580		PAINT GUN FILTER WASHER HOSE/COUPLER/PLUG PAINT PAINT	651.22 10.87 110.84 799.16 527.13	
						Total :	2,099.22
154542	6/12/2013	0005551 PAPE MACHINERY EXCHANGE	8519876 8519979 8533470		BRAKE PADS/AXLES/BEARINGS/ROTOI BRAKE PAD/BEARINGROTOR/CALIPER AXLES	49.89 1,634.32 64.15	
						Total :	1,748.36
154543	6/12/2013	0000708 PERRINE, KIM	060613		WELLNESS INCENTIVE	20.00	
						Total :	20.00
154544	6/12/2013	0000299 PLACE, SANDRA	060613 EXP REIMB		WELLNESS INCENTIVE EXP REIMB	20.00 1,440.00	
						Total :	1,460.00
154545	6/12/2013	0000724 PONY MAILING & BUSINESS CENTER	207762 209086		SHIPPING SHIPPING	45.32 50.00	
						Total :	95.32
154546	6/12/2013	0000730 POWELL, JANIS	1		DRIVING SERVICES	102.00	
						Total :	102.00
154547	6/12/2013	0000746 PUGET SAFETY EQUIPMENT	0010842-IN 0011068-IN 0011108-IN		EYE WASH/GLOVES GAS MONITOR GAS CYLINDER	270.01 225.94 211.97	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154547	6/12/2013	0000746	PUGET SAFETY EQUIPMENT			
			(Continued)			
			0011109-IN		CONES/HARDHATS/VESTS	250.78
			0011890-IN		STANDARD REFLECTI/SIGNS	832.83
			0012456-IN		GLOVES	260.88
			0013182-IN		VESTS	255.40
					Total :	2,307.81
154548	6/12/2013	0000743	PUGET SOUND ENERGY			
			200003131170		ELECTRICITY/WELL #7	12.15
			200010549943		ELECTRICITY/WELL #6	12.15
			220000321194		ELECTRICITY/SL6 NE GOLDIE ST & NE	24.20
					Total :	48.50
154549	6/12/2013	0007126	QUALITY INN			
			060613		HOTEL ACCOMMODATIONS/HIZON	272.49
			060613A		HOTEL ACCOMMODATIONS/SERVATIUS	272.49
					Total :	544.98
154550	6/12/2013	0002997	QUINTON DESIGN & ELECTRICAL			
			2241		POWER REPAIR	3,989.29
			2243		CIRCUIT REPAIR	555.46
			2244		CIRCUIT REPAIR	188.27
					Total :	4,733.02
154551	6/12/2013	0005983	RACECENTER NW MAGAZINE			
			W28988		ADVERTISING	400.00
					Total :	400.00
154552	6/12/2013	0000753	RADIOSHACK			
			023569		PHONE/UNSUL ALG CPS	21.17
					Total :	21.17
154553	6/12/2013	0006762	RAINIER ENVIRONMENTAL			
			1202		TESTING	500.00
					Total :	500.00
154554	6/12/2013	0001463	RASMUSSEN, SHIRLEY			
			1		TRAVEL REFUND	284.00
					Total :	284.00
154555	6/12/2013	0002508	RINEY PRODUCTION SERVICES			
			10-1009		TAPING SERVICES/EQUIPMENT	2,476.33
					Total :	2,476.33
154556	6/12/2013	0005812	RUSHWORKS			
			COOH-052813		SUPPORT SUBSCRIPTION RENEWAL	356.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154556	6/12/2013	0005812 0005812 RUSHWORKS			(Continued)	Total : 356.00
154557	6/12/2013	0005132 S & W ROCK PRODUCTS, LLC	85747		SOIL	798.95
						Total : 798.95
154558	6/12/2013	0007130 SAFWAY SERVICES, LLC	D006544		PROF SVC/DECEPTION PASS BRIDGE	7,755.72
						Total : 7,755.72
154559	6/12/2013	0006455 SCHNEIDER, BRIAN	EXP REIMB		EXP REIMB	150.00
						Total : 150.00
154560	6/12/2013	0005967 SEATTLE AUTOMOTIVE DIST	S6-2597		COOLING BLOWER	47.77
						Total : 47.77
154561	6/12/2013	0007029 SERVATIUS, JOEL	TRAVEL ADVANCE		TRAVEL ADVANCE	102.00
						Total : 102.00
154562	6/12/2013	0002358 SERVICEMASTER OF THE ISLAND	9023		JUN 2013/JANITORIAL SERVICES	775.00
						Total : 775.00
154563	6/12/2013	0000719 SEVERNS, RHONDA	060613		WELLNESS INCENTIVE	20.00
						Total : 20.00
154564	6/12/2013	0000964 SHERIFFS & POLICE CHIEFS, WASHINGTON	INV024998		REGISTRATION/GREEN	300.00
						Total : 300.00
154565	6/12/2013	0000822 SHRED-IT USA, INC	101310898 101333339		SHREDDING SHREDDING	49.50 75.40
						Total : 124.90
154566	6/12/2013	0000814 SKAGIT FARMERS SUPPLY	343479 350314 356387		KEROSENE FERTILIZER GLOVES	174.76 4,121.90 13.02
						Total : 4,309.68
154567	6/12/2013	0004821 SME SOLUTIONS, LLC	137917		POWER LAMP REPLACEMENT	412.30
						Total : 412.30

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154568	6/12/2013	0006697 SMITH, STEPHANIE	20130531		FACILITATION SERVICES	260.00
Total :						260.00
154569	6/12/2013	0000843 SOLID WASTE SYSTEMS, INC	0063033-IN		TAILGATE SEAL	156.54
Total :						156.54
154570	6/12/2013	0000846 SOUND PUBLISHING	775143		RFP MARINA	161.98
			788035		PC# 05-28-13	93.45
Total :						255.43
154571	6/12/2013	0000851 SPRINT	140239187		LONG DISTANCE	8.82
			144603707		LONG DISTANCE	14.20
Total :						23.02
154572	6/12/2013	0003883 STAPLES BUSINESS ADVANTAGE	3200241890		USB DRIVE	73.24
			3200241891		INK	123.87
			3200676561		CREDIT	-130.33
			3200676562		STAPLER	63.11
			3200676566		INK	363.04
			3200676567		POCKET PORTS	172.29
			3200676568		PENS/COPY CS	54.19
			3200676569		STAPLERS	94.67
Total :						814.08
154573	6/12/2013	0006460 STATEWIDE RENT-A-FENCE, INC	26440		PANEL RENTAL	114.51
Total :						114.51
154574	6/12/2013	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	90.00
			1		DRIVING SERVICES	102.00
Total :						192.00
154575	6/12/2013	0000874 SURETY PEST CONTROL	362620		PEST EXTERMINATION	43.48
			362621		PEST EXTERMINATION	38.05
			362622		PEST EXTERMINATION	32.61
			362624		PEST EXTERMINATION	30.44
			364358		PEST EXTERMINATION	106.53
			364829		PEST EXTERMINATION	43.48
			364855		PEST EXTERMINATION	59.79

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154575	6/12/2013	0000874 0000874 SURETY PEST CONTROL			(Continued)	Total : 354.38
154576	6/12/2013	0006739 SUSAN ELIZABETH DRUMMOND, PLLC	490		PROF SVC/WWGMHB	2,937.50 Total : 2,937.50
154577	6/12/2013	0006730 SWINOMISH INDIAN TRIBAL	060313		APR 2013/OAK HARBOR SITE SERVICE	67,934.31 Total : 67,934.31
154578	6/12/2013	0005513 TAYLOR, ARMINTA	1		TRAVEL REFUND	29.00 Total : 29.00
154579	6/12/2013	0000891 THOMPSON PUBLISHING GROUP, INC	5841806		ADA COMPLIANCE GUIDE	487.09 Total : 487.09
154580	6/12/2013	0000986 TRANSPORTATION, WASHINGTON STATE DE RE 41 JA8092 L001			PROF SVC/WATER MAIN REPAIR	634.95 Total : 634.95
154581	6/12/2013	0001053 TREASURER, WASHINGTON STATE	060313		COURT/BC FEES	13,372.19 Total : 13,372.19
154582	6/12/2013	0000923 UNITED PARCEL SERVICE	0000A0182W203 0000A0182W213		SHIPPING SHIPPING	54.04 11.32 Total : 65.36
154583	6/12/2013	0000922 UNUM LIFE INSURANCE COMPANY	052013		LONG TERM CARE	142.20 Total : 142.20
154584	6/12/2013	0004903 US BANK	4485591000304067		CREDIT CARD PURCHASES	2,517.15 Total : 2,517.15
154585	6/12/2013	0004903 US BANK	4485590100104922		CREDIT CARD PURCHASES	700.00 Total : 700.00
154586	6/12/2013	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	669.96 Total : 669.96
154587	6/12/2013	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	443.31 Total : 443.31

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154588	6/12/2013	0004903 US BANK	4485590001840921		CREDIT CARD PURCHASES	358.92
Total :						358.92
154589	6/12/2013	0004903 US BANK	4485590001557665		CREDIT CARD PURCHASES	50.92
Total :						50.92
154590	6/12/2013	0000926 USABLUBOOK	952851		GASKET/PARTS/FLOAT SWITCH	145.81
			961329		EYEWASH	101.03
			967785		MAGNET	36.94
			967836		MAGNET	60.86
Total :						344.64
154591	6/12/2013	0000934 UTILITIES UNDERGROUND LOCATION	3050167		MAY 2013/LOCATES	95.13
Total :						95.13
154592	6/12/2013	0003196 VILLAFLO, RAMON	060613		WELLNESS INCENTIVE	20.00
Total :						20.00
154593	6/12/2013	0003941 VILLAGE THEATRE	053113		2013-2014 TICKETS	5,727.00
Total :						5,727.00
154594	6/12/2013	0002557 WAGNER, CLIFF	1		TRAVEL REFUND	58.00
Total :						58.00
154595	6/12/2013	0003917 WALTON, DAVID	060613		WELLNESS INCENTIVE	20.00
Total :						20.00
154596	6/12/2013	0001355 WASHINGTON SOCIETY OF	3090		MEMBERSHIP RENEWAL/MERRIMAN	235.00
Total :						235.00
154597	6/12/2013	0001039 WESTERN PETERBILT, INC	S788606		VALVE	180.23
Total :						180.23
154598	6/12/2013	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1246		MAY 2013/ANIMAL SHELTER	7,083.33
Total :						7,083.33
154599	6/12/2013	0001007 WHIDBEY CLEANERS	239665		EMBROIDERY	21.74
			240341		EMBROIDERY	10.87

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154599	6/12/2013	0001007 0001007 WHIDBEY CLEANERS			(Continued)	Total : 32.61
154600	6/12/2013	0000675 WHIDBEY COMMUNITY PHYSICIANS	379795 680319		PHYSICAL/LAWSON PHYSICAL/SABALOUSKY	225.00 225.00 Total : 450.00
154601	6/12/2013	0001016 WHIDBEY NEWS TIMES	222364		SUBSCRIPTION RENEWAL	45.00 Total : 45.00
154602	6/12/2013	0007078 WHIDBEY SIGN COMPANY	506562		SIGNS	81.53 Total : 81.53
154603	6/12/2013	0001010 WHIDBEY TELECOM	3582724 3586082		CURRENT NET CHARGES ALARM MONITORING	42.07 841.15 Total : 883.22
154604	6/12/2013	0001061 XEROX CORPORATION	701640904		APR 2013/COPIER RENTAL	4,055.41 Total : 4,055.41
154605	6/12/2013	0003895 YZAGUIRRE, JENNIFER	EXP REIMB		EXP REIMB	9.93 Total : 9.93
194 Vouchers for bank code : bank						Bank total : 681,449.75
194 Vouchers in this report						Total vouchers : 681,449.75

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.c.
Date: June 18, 2013
Subject: Marina Food Concessions Operation

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 requests City Council to authorize the operation of a food concession vendor at the Oak Harbor Marina.

AUTHORITY

OHMC 6.14.090 Selling articles or distributing literature.

It is unlawful to sell refreshments or merchandise, or to distribute literature in any park, without a written permit, or a concession contract with the council. (Ord. 214 § 10, 1965).

OHMC 6.14.030 Definitions, section (4).

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

FISCAL IMPACT DESCRIPTION

Funds Required: _____ N/A

Appropriation Source: _____ N/A

SUMMARY STATEMENT

In an effort to provide more amenities at the Oak Harbor Marina, staff is proposing to allow food concession operations during the months of June-September of 2013. The location of the food concession vendor will be the concrete pad just outside of the main gate near the Harbormaster office. The concessionaire will be responsible to provide the highest quality and dependability of their services. A monthly lease fee shall be paid to the City for the use of the concession location in the amount of \$50.72 per month plus electricity if required. The concessionaire will be responsible to abide by all safety codes and regulations as set forth by State and Local laws.

Per OHMC 6.14.090, City Council approval is required to allow the sale of concessions in any park. Per OHMC 6.14.030, the Oak Harbor Marina is a “park” and therefore, approval is being requested to ensure compliancy with City ordinances.

City of Oak Harbor City Council Agenda Bill

The request for proposals was advertised in the Daily Journal of Commerce and Whidbey New Times on May 1, 2013 and May 8, 2013.

Staff received and opened two requests for proposals on May 17, 2013. One proposal was from Orlando's Fish and Grill and the other from Frank's Place, both local businesses.

On May 24, 2013, staff met and reviewed the proposals thoroughly and determined that the menu choice from Orlando's Fish and Grill would not only provide a larger variety of menu items to our clientele, but would also complement the Marina with their southern menu style of catfish, shrimp and salmon.

Therefore, staff is proposing to accept Orlando's Fish and Grill proposal and recommend that they be allowed to operate a food concession at the Oak Harbor Marina.

STANDING COMMITTEE REPORT

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

RECOMMENDED ACTION

A motion to authorize the operation of food concessions by Orlando's Fish and Grill at the Oak Harbor Marina.

ATTACHMENTS

Orlando's Fish and Grill Menu

Orlando's Fish & Grill Menu

Satisfy Your Southern Side

Note: This Menu is flexible based on what the Events Coordinator wants us to sell.

Main

Fried Catfish (Catfish, Swai, or Cod)
Grilled Chicken Hoagies
Shrimp
Salmon
Pepper Steak (Hoagie Roll & Gravy)
Chicken Nuggets
Hot Dogs
Pretzels w/Cheese
Hamburgers

Sides

Rice
Potato's
Side Salad
Cole Slaw
Beans
Chips
Hush Puppies
Soups

Deserts

Cookies / Cakes

Drinks

Hot: Coffee
Chocolate
Cold: Soda's
Water

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.d.
Date: June 18, 2013
Subject: Marina Advisory Committee
Appointment – Dr. Ted
Pampeyan

FROM: Scott Dudley, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is for the council to confirm Mayor Dudley's appointment of Dr. Ted Pampeyan to Position 5 of the Marina Advisory Committee.

AUTHORITY

Oak Harbor Municipal Code, Chapter 2.50 Marina Advisory Committee:

2.39.030 Composition of the marina advisory committee.

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

- (1) At least four of the marina advisory committee members shall reside in or own businesses within the Oak Harbor city limits and the fifth member shall reside in Island County;
- (2) Four of the members of the marina advisory committee shall be customers of the marina facility (Position Nos. 1, 3, 4 and 5). One of the marina advisory committee members (Position No. 2) shall be a member of the public who need not be a customer of the moorage facility. For purposes of this provision, a "customer of the moorage facility" shall mean a boat owner/lessee or storage lessee of the marina facility. Use of guest moorage only shall not constitute being "a customer of the moorage facility."

2.39.040 Appointment - Terms.

- (1) All marina advisory committee members shall be appointed by the mayor, subject to confirmation by the city council.

FISCAL IMPACT DESCRIPTION

None.

SUMMARY STATEMENT

If confirmed, Dr. Pampeyan would complete the unexpired term of Position 5, which expires December 2014. As the Position 1 member resides in Island County, all other committee members must reside in or own businesses within the Oak Harbor city limits. Dr. Pampeyan is qualified to serve in Position 5 as he is a customer of the Marina and resides in the City of Oak Harbor. Mayor Dudley recommends that Dr. Pampeyan be confirmed to serve on the Marina Advisory Committee.

RECOMMENDED ACTION

Confirm Dr. Pampeyan's appointment to the Marina Advisory Committee.

ATTACHMENTS

Dr. Pampeyan's biography.

Biography Form

Recommended Board Appointment for: MARINA ADVISORY

Name: DR TED PAMPEYAN Date: 5/23/13

Address: PO Box 1943

City, State, Zip: OAK Harbor 98277

Telephone Number: 360.929.2207 Email Address: TPAMPEYAN@GMAIL.COM

Mailing Address (if different from above): _____

Resident of Oak Harbor/Whidbey Island for: 6 yrs, 3 mos years/months

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

MINISTER: CHRIST THE KING NETWORK RESOURCES -
Pastor/Advisor To Pastors

Local Group or Civic Affiliations: MISSION DISPATCH, EDMONDS - BOARD
CHRIST THE KING CHURCH, OAK Harbor - ADVISORY COMM.

Special Interests: BOATING, RUNNING, COFFEE

Other General Comments: _____

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.e.
Date: June 18, 2013
Subject: Arts Commission Appointment -
John Pendleton

FROM: Scott Dudley, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is for the Council to confirm Mayor Dudley's appointment of John Pendleton to the Oak Harbor Arts Commission.

AUTHORITY

Oak Harbor Municipal Code, Chapter 2.29 Oak Harbor Arts Commission:

2.29.060 Appointment, vacancy or removal.

(2) Vacancies on said commission from whatever cause, except temporary vacancies as hereinafter provided, shall be filled by the mayor, subject to city council approval, for the unexpired term.

FISCAL IMPACT DESCRIPTION

None.

SUMMARY STATEMENT

Mr. Pendleton's appointment would be for an unfilled position on the commission and he would serve a four-year term. If confirmed, Mr. Pendleton's term would expire June 2017.

Mayor Dudley recommends that Mr. Pendleton be confirmed to serve on the Arts Commission.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Confirm Mr. Pendleton's appointment to the Arts Commission.

ATTACHMENTS

Mr. Pendleton's biography.

Biography Form

Recommended Board Appointment for: Arts Commission

Name: John Pendleton Date: May 16, 2013

Address: 1530 SW 17th Avenue, Oak Harbor, WA 98277

Phone Number: 360-672-2097 Email: pendletonimaging@gmail.com

Mailing Address (if different from above): _____

Resident of Oak Harbor/Whidbey Island for: ~10 years

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

Semi-Retired/Photographer

Local Group or Civic Affiliations: Whidbey Island Camera Club, Pacific

Northwest Art School

Special Interests: Marketing, social networking and team building

Other General Comments: _____

City of Oak Harbor City Council Agenda Bill

Bill No. CA 4.f.
Date: June 18, 2013
Subject: Public Defender Contract
Extension – Matthew Montoya

FROM: Larry E. Cort, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill seeks Council approval for the extension of a Public Defense Service Agreement with Matthew Montoya, for a full caseload of indigent defense cases.

AUTHORITY

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

FISCAL IMPACT DESCRIPTION

Funds Required: \$5,500 per month
Appropriation Source: 001 General (Court)

SUMMARY STATEMENT

At the conclusion of a selection process conducted in late 2010, a panel recommended that Matthew J. Montoya, Esq., be forwarded as the preferred candidate for a full caseload contract for public defense services for the contract years of 2011-2012 in the amount of Five Thousand Five Hundred dollars (\$5,500.00) per month. The City Council approved an initial contract with Mr. Montoya for a period of two years until December 31, 2012.

In 2012, the Washington Supreme court issued new rules that apply to public defenders and it was widely anticipated that the fallout from these new rules would be settled in the first half of 2013. Consequently, the City Council was asked to approve an extension of Mr. Montoya's contract only through June 30, 2013, at which time the contract would be reviewed to insure that Oak Harbor was in compliance with the new rules.

These rules, some of which have already gone into effect and others which will go into effect later in 2013, impose new restrictions on attorneys who provide criminal defense services, including restrictions on the maximum number of public defense cases that attorneys may handle

at any one time. Public agencies, such as the City of Oak Harbor, may find it necessary to adjust their contracts with attorneys who provide public defense services, to ensure that the public agencies as well as the attorneys remain compliant with the 6th Amendment and the new Supreme Court rules, respectively.

The Washington Supreme Court recently revised the effective date of the portion of the new rules regarding case limit standards for Public Defenders and directed the Office of Public Defender (OPD) to study and develop model guidelines for case limits. The model standards and the implementation of case limits has now been postponed until January, 2015. As a result, staff is recommending that the current agreements with the Public Defenders be extend 18 months to December 31, 2014. By the end of the contract extension the new model rules are expected to be available and the City can then examine whether revisions will need to be made to the Agreement for Public Defender services.

STANDING COMMITTEE REPORT

N/A

RECOMMENDED ACTION

Authorize the Mayor to enter into the attached extension for a period of eighteen (18) months to the Professional Services Agreement with Matthew J. Montoya, Esq., Chief Public Defender, to provide indigent defense services for a full caseload.

ATTACHMENTS

Extension to Professional Service Agreement

MAYOR'S COMMENTS

including restrictions on the maximum number of public defense cases that attorneys may handle at any one time. Public agencies, such as the City of Oak Harbor, may find it necessary to adjust their contracts with attorneys who provide public defense services, to ensure that the public agencies as well as the attorneys remain compliant with the 6th Amendment and the new Supreme Court rules, respectively.

The Washington Supreme Court recently revised the effective date of the portion of the new rules regarding case limit standards for Public Defenders and directed the Office of Public Defender (OPD) to study and develop model guidelines for case limits. The model standards and the implementation of case limits has now been postponed until January, 2015. As a result, staff is recommending that the current agreements with the Public Defenders be extend 18 months to December 31, 2014. By the end of the contract extension the new model rules are expected to be available and the City can then examine whether revisions will need to be made to the Agreement for Public Defender services.

STANDING COMMITTEE REPORT

N/A

RECOMMENDED ACTION

Authorize the Mayor to enter into the attached extension for a period of eighteen (18) months to the Professional Services Agreement with Georgina D. Sierra, Esq., Assistant Public Defender, to provide indigent defense services for a partial caseload.

ATTACHMENTS

Extension to Professional Service Agreement

MAYOR'S COMMENTS

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT, entered into this 18th day of June, 2013, by and between the CITY OF OAK HARBOR, a Washington municipal corporation (hereinafter referred to as the "City") and MATTHEW JAMES MONTOYA., an attorney licensed to practice law by the State of Washington (hereinafter referred to as the "Chief Public Defender").

WITNESSETH:

WHEREAS, the City entered into an Agreement with the Chief Public Defender dated December 1, 2010 for the provision of Public Defense Services (hereinafter the "Agreement"); and

WHEREAS, the parties entered into an Amendment to Agreement dated December 4, 2012 for extension of the Agreement through June 30, 2013; and

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

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

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

This Second Amendment to Agreement shall commence on July 1, 2013, and shall continue in effect through December 31, 2014, unless earlier terminated by either party. In the event of termination, the Chief Public Defender shall continue representation of any indigent defendants for which they have received appointment prior to the termination date and the City shall compensate the Chief Public Defender for services so rendered at a reasonable rate therefore.

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

CITY OF OAK HARBOR

MATTHEW JAMES MONTOYA

By _____
Mayor Scott Dudley

By _____
Matthew James Montoya

Date 06/18/13

Date _____

Attest:

Valerie J. Loffler, City Clerk

Approved as to form:

Grant Weed, City Attorney

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

Bill No. CA 4.g.
Date: June 18, 2013
Subject: Public Defender Contract
Extension – Georgina Sierra

FROM: Larry E. Cort, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill seeks Council approval for the extension of a Public Defense Service Agreement with Georgina Sierra, for a partial caseload of indigent defense cases.

AUTHORITY

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

FISCAL IMPACT DESCRIPTION

Funds Required: \$2,500 per month
Appropriation Source: 001 General (Court)

SUMMARY STATEMENT

At the conclusion of a selection process conducted in late 2010, the panel recommended that Georgina D. Sierra, Esq., be forwarded as the preferred candidate for a partial caseload contract for public defense services for the contract years of 2011-2012 in the amount of Two Thousand Five Hundred dollars (\$2,500.00) per month. The City Council approved an initial contract with Ms. Sierra for a period of two years until December 31, 2012.

In 2012, the Washington Supreme court issued new rules that apply to public defenders and it was widely anticipated that the fallout from these new rules would be settled in the first half of 2013. Consequently, the City Council was asked to approve an extension of Ms. Sierra's contract only through June 30, 2013 at which time the contract would be reviewed to insure that Oak Harbor was in compliance with the new rules.

These rules, some of which have already gone into effect and others which will go into effect later in 2013, impose new restrictions on attorneys who provide criminal defense services,

including restrictions on the maximum number of public defense cases that attorneys may handle at any one time. Public agencies, such as the City of Oak Harbor, may find it necessary to adjust their contracts with attorneys who provide public defense services, to ensure that the public agencies as well as the attorneys remain compliant with the 6th Amendment and the new Supreme Court rules, respectively.

The Washington Supreme Court recently revised the effective date of the portion of the new rules regarding case limit standards for Public Defenders and directed the Office of Public Defender (OPD) to study and develop model guidelines for case limits. The model standards and the implementation of case limits has now been postponed until January, 2015. As a result, staff is recommending that the current agreements with the Public Defenders be extend 18 months to December 31, 2014. By the end of the contract extension the new model rules are expected to be available and the City can then examine whether revisions will need to be made to the Agreement for Public Defender services.

STANDING COMMITTEE REPORT

N/A

RECOMMENDED ACTION

Authorize the Mayor to enter into the attached extension for a period of eighteen (18) months to the Professional Services Agreement with Georgina D. Sierra, Esq., Assistant Public Defender, to provide indigent defense services for a partial caseload.

ATTACHMENTS

Extension to Professional Service Agreement

MAYOR'S COMMENTS

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT, entered into this 18th day of June 2013, by and between the CITY OF OAK HARBOR, a Washington municipal corporation (hereinafter referred to as the "City") and GEORGINA D. SIERRA, an attorney licensed to practice law by the State of Washington (hereinafter referred to as the "Assistant Public Defender").

WITNESSETH:

WHEREAS, the City entered into an Agreement with the Assistant Public Defender dated December 8, 2010 for the provision of Public Defense Services (hereinafter the "Agreement"); and

WHEREAS, the parties entered into an Amendment to Agreement dated December 4, 2012 for extension of the Agreement through June 30, 2013; and

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

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

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

This Second Amendment to Agreement shall commence on July 1, 2013, and shall continue in effect through December 31, 2014, unless earlier terminated by either party. In the event of termination, the Assistant Public Defender shall continue representation of any indigent defendants for which they have received appointment prior to the termination date and the City shall compensate the Assistant Public Defender for services so rendered at a reasonable rate therefore.

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

CITY OF OAK HARBOR

GEORGINA D. SIERRA

By _____
Mayor Scott Dudley

By _____
Georgina D. Sierra

Date 06/18/13

Date _____

Attest:

Valerie J. Loffler, City Clerk

Approved as to form:

Grant Weed, City Attorney

City of Oak Harbor City Council Agenda Bill

Bill No. CA 4.h.
Date: June 18, 2013
Subject: Ft. Nugent Drainage System
Purchase

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 purchase and installation of a drainage system for the Ft. Nugent Park southwest area (lower soccer fields) through an interlocal purchasing agreement with King County Directors' Association (KCDA), not to exceed \$80,000.00.

AUTHORITY

OHMC 2.390.010 Council approval.

Unless otherwise authorized or directed by law, ordinance or council resolution (for example, responding to an emergency), all contracts over \$10,000 require council approval. (Ord. 1629 § 1, 2012; Ord. 1470 § 8, 2006).

RCW 39.34.030

Joint powers - Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies - Financing of joint projects.

(1) Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency.

FISCAL IMPACT DESCRIPTION

Funds Required: _____ Not to exceed \$80,000.00

Appropriation Source: _____ 126.00.594.081.6300

SUMMARY STATEMENT

The 2013-2014 bi-annual budgets includes \$80,000.00 for a drainage system for the Ft. Nugent Park lower soccer fields. These fields are under-utilized and practically unusable during the fall season due to our wet weather. Use of these fields is necessary to accommodate the 300 youth football and 400 youth soccer players that rely on Ft. Nugent Park for their practices and games.

City of Oak Harbor City Council Agenda Bill

In order to make these lower fields usable, a drainage system must be installed to provide a channeling system that collects the water through a network of underground pipes and carries the water to the existing storm system.

In addition to reducing the saturated soil conditions, a sports field drainage system will result in:

1. Increased scheduled usage: Reduced soil saturation allows for an extended playing season
2. Improved player safety: Surface water accumulation and equipment traffic damage create an unsafe playing condition. With reduced soil saturation it is easier to maintain healthy turf and provide consistently better playing conditions.
3. Improved turf performance: Reduced soil saturation creates a better environment for maintaining healthier turf. Healthier turf with deep rooting improves turf performance.
4. Reduced maintenance costs: Reduced soil saturation minimizes wear from players and equipment. Reduced wear and healthier turf requires less maintenance.

RCW 39.349.030, Interlocal Cooperation Act, authorizes cooperative action, including joint purchases, by different governmental entities. Interlocal purchasing is a tool that allows agencies to “piggyback” off of one another in order to save time and money. Through our interlocal purchasing agreement with the King County Directors’ Association (KCDA) established in 1997, the City is authorized to use their contracts.

The current vendor on the KCDA contracts for sports drainage systems is Greenshield Systems LLC. They were awarded Bid #12-415 Sports Field Drainage System in 2011 and they are the current vendor until October 2013. They have excellent references and they are qualified to do the job.

Greenshield Systems LLC proposes to layout and install a sports turf drainage system on 10’ centers over the designated construction area(s). The complete project includes site evaluation, mobilization, layout, materials, drainage system installation and hydro-seeding over the trenches. The proposed sports turf drainage installation is to be 2” perforated pipe in sand trench together with 4” ADS dual wall N-12 non-perforated collection manifold with locate trace wire. The collection line will discharge into the existing storm system. In addition, slitseeding proposes to slit seed at 5#/1,000 sq. ft. (three way perennial rye to meet customer seed specification) over selected areas of natural grass sports fields. The quoted cost including tax is \$78,981.00.

Funds are included in the 2013 budget and available through the 126 Park Impact Fees. These funds can only be used for growth-related park and recreation facilities improvements.

Timing is critical and this work must be done during the summer months in order to provide optimum weather for installation and to not disrupt the spring and fall sports seasons. Greenshield Systems LLC has tentatively placed the City of Oak Harbor on their summer schedule in order to ensure we are able to accommodate this limited timeframe.

City Council approval is required for this project and the formal bidding requirements have been met through the utilization of the interlocal agreement with KCDA. Therefore, staff is proposing to purchase a drainage system from Greenshield Systems LLC, not to exceed \$80,000.00.

City of Oak Harbor City Council Agenda Bill

STANDING COMMITTEE REPORT

This item has not been reviewed at the City Council workshop.

RECOMMENDED ACTION

A motion to authorize the purchase and installation of a drainage system for Ft. Nugent Park through the City's interlocal purchasing agreement with KCDA in an amount not to exceed \$80,000.00.

ATTACHMENTS

- KCDA Contract #12-415
- Greenshield Systems LLC scope and proposal

City of Oak Harbor City Council Agenda Bill

~~91500~~
~~0951~~
100544

INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT
CITY OF OAK HARBOR

PURSUANT TO CHAPTER 39.34 RCW and to other provisions of law, the King County Directors' Association Purchasing Department, hereinafter called "KCDA", and the following named public agency of the State of Washington, City of Oak Harbor after called "the public agency", hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. KCDA, in contracting for the purchase of goods and service for the member public school districts, agrees to contract also on behalf of the public agency, to the extent permitted by law and agreed upon by the parties.
2. KCDA will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the public school system of the State of Washington. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the public agency in question.
3. The public agency reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice to KCDA.
4. KCDA reserves the right to exclude the undersigned public agency, or any class containing the undersigned public agency, from any particular purchasing contract, with or without notice to the public agency.
5. The public agency agrees to pay for goods and services as billed by KCDA upon completion of transfer of goods per normal terms as established by KCDA. Any additional expense incurred by KCDA in regards to any transaction for the public agency shall be paid by the public agency.
6. This agreement shall continue in force until cancelled by either party, which cancellation may be effected with or without notice to the other party.
7. Contacts:

A. Public Agency: City of Oak Harbor
 Name of Individual: Denise Soesbee, Finance Director
 Phone: (360) 679-5551 Fax (360) 675-2122

B. KCDA (206) 251-8115
 18639 80th Ave. S. (98032) 1-800-422-5019
 P.O. Box 5550 Fax (206) 251-8437
 Kent, WA 98084-5550

King County Directors' Association
 Purchasing Department
 18639 80th Ave. S. (98032)
 P.O. Box 5550
 Kent, WA 98084-5550
 (206) 251-8115
 FAX (206) 251-8437

City of Oak Harbor
 Public Agency Name
865 S.E. Barrington Drive
 Address
Oak Harbor, WA 98277
 Address
Denise Soesbee
 Signature
Denise Soesbee, Finance Director
 Title
(360) 679-5551
 Telephone Number
(360) 675-2122 3/24/97
 Fax Number Date

[Signature]
 KCDA General Manager
3/28/97
 Date

City of Oak Harbor City Council Agenda Bill



KCDA Contract Information

Awarded Vendor:	Greenshield Systems LLC 
KCDA Bid:	12-415, Sports Field Drainage Systems
Contract Expiration Date:	October 31, 2013
Contract Award:	Award Letter Extension Letter
Approved Products/Services: Bid Tabulation/Evaluation Available Upon Request:	Drainage of natural grass sports fields/playfields. For additional information regarding the products awarded to Greenshield Systems LLC, please click logo below: 
Primary Vendor Contact:	Cynthia Dolman and Jeff Horan Co-owners Cynthia@greenshieldsystems.com Phone: 360-466-0406 Fax: 360-466-0333
Order Placement/Processing:	KCDA Purchasing Shawne Anderson, Purchasing Agent Phone: 425-251-8115, ext 141 Fax: 360-466-5402
Pricing	Price List
Bid Information:	Terms, Conditions and Specifications Addendum 1, Posted on 9/12/11 Addenda 2, Posted on 9/27/11 Website Posting Certificate Washington Bid Advertisement Oregon Bid Advertisement
KCDA Authorizing Statutes:	Revised Code of Washington 28A.320.080, Cooperative Purchasing.

City of Oak Harbor City Council Agenda Bill

KCDA Contract Information - Template

Page 2 of 2

Revised Code of Washington 39.34, Interlocal Government Agreements.

Oregon Revised Statute 279A.210, Joint Cooperative Procurements.

Alaska Statute 36.30.700, Cooperative Purchasing Authorized.

Idaho Code 67-2328, Joint Exercise of Powers.

For other state statutes goto www.kcda.org, click on the Membership tab and click on Statutory Authorizations.

City of Oak Harbor City Council Agenda Bill



PURCHASING COOPERATIVE

18639 - 80TH Ave S. , Kent WA 98032 • P.O. Box 5550, Kent, WA 98064-5550 • Phone 425-251-8115 • Fax 253-395-5402 • www.kcda.org

I certify that the Bid listed below was posted on the KCDA website www.kcda.org.

Bid IFB#: 12-415

Name of Bid: Sports Field Drainage Systems

Posting Date: September 1, 2011

Bid Opening Date: September 28, 2011

Purchasing Agent: John Flanagan, IFB Coordinator

Certified by:

Wendy Ettel
Wendy Ettel
Website Designer/Graphic Artist
Customer Service Department

9-1-11
Date

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



City of Oak Harbor, Parks
865 SE Barrington Drive
Oak Harbor WA 98277
360-279-4756 fax 360-679-3902

February 1, 2013

Attention: Hank Nydam c360-914-7258 hnydam@oakharbor.org

*72660
78981*

Re: Multiple field areas drainage & slit seeding , Fort Nugent Park

SPORTS TURF DRAINAGE INSTALLATION

Greenshield Systems® proposes to layout and install a sports turf drainage system on 10' centers over the designated construction area(s). The complete project includes site evaluation, mobilization, layout, materials, drainage system installation and hydro seeding over the trenches.

Proposed sports turf drainage installation to be 2" perforated pipe in a sand trench together with 4" ADS dual wall N-12 non-perforated collection manifold with locate trace wire. The collection line will discharge into the existing storm system.

Trench spoils will be stockpiled on site at owners' direction.

COMBINED = ALL FIELDS COMPLETED AT ONE MOBILIZATION			
INDIVIDUALLY = EACH FIELD DRAINAGE INSTALLED AT DIFFERENT TIMES			
FIELD NAME	SQUARE FOOTAGE	KCDA INDIVIDUAL PRICED	KCDA COMBINED PRICE
A TRADITIONAL SOCCER FIELD	60,000	\$46,200.00	
COMPLETE SOUTHWEST AREA, LOWER SOCCER FIELDS	92,400	\$71,148.00	\$58,443.00
MAIN PLAY AREA OF LOWER SOCCER FIELDS	296,000	\$187,220.00	\$187,220.00
BASEBALL INFIELD & OUTFIELD	87,000	\$66,990.00	\$55,027.50
ENTIRE LOWER SOCCER FIELD AREA & BASEBALL INFIELD & OUTFIELD	475,400		\$300,690.50

SLITSEEDING:

Greenshield Systems® proposes to slit seed @ 5#/1,000 sq ft (three way perennial rye to meet customer seed specification) over selected areas (options below) of natural grass sports fields.

City of Oak Harbor City Council Agenda Bill

KCDA PRODUCT PRICING FOR GREENSHIELD SYSTEMS BID #12-415			
SQUARE FOOT PRICING FOR NATURAL GRASS SPORTS FIELD DRAINAGE INSTALLATION			
Greenshield Systems will design and install a sports turf drainage system on 10 foot centers over the designated area. The complete project will include site evaluation, design, layout, installation and hydro-seeding over the trenches. Two inch perforated pipe will be mechanically installed in a sand filled trench on a grid pattern connected to a four inch ADS dual wall N-12 non-perforated collection manifold to discharge into the existing site storm water system. The trench spoils will be stockpiled on site on a hard surface if they are to be removed from the site or stockpiled at an onsite location within two hundred fifty feet of the project site. A locate wire will be installed with all four inch collection line.			
	DRAINAGE AREA: 15,000 TO 50,000 SQ FT AT \$0.88 PER SQUARE FOOT	\$0.8800	
	DRAINAGE AREA: 50,001 TO 100,000 SQ FT AT \$0.77 PER SQUARE FOOT	\$0.7700	
	DRAINAGE AREA: 100,001 TO 200,000 SQ FT AT \$0.715 PER SQUARE FOOT	\$0.7150	
	DRAINAGE AREA: 200,001 SQ FT & OVER AT \$0.6325 PER SQUARE FOOT	\$0.6325	
	OUTSIDE WASHINGTON STATE LOCATION DIFFERENTIAL (CALCULATED FROM I-5 WA STATE MILE MARKER 165) AT \$8.00 PER MILE, ROUND TRIP	\$8.0000	
ALTERNATIVE ADDITIONS AVAILABLE			
A-1	APPLY 20-14-14 FERTILIZER AT A RATE OF 1.5 POUNDS OF N (nitrogen) (80% SLOW RELEASE) PER 1,000 SQ FT AT \$0.02 PER SQUARE FOOT OF FIELD APPLICATION AREA	\$0.0200	75,600 \$1,512.00
A-2	SLIT SEED USING A 3 WAY RYE SEED AT A RATE OF 5#/1,000 SQ FT AT \$0.02 PER SQUARE FOOT OF FIELD APPLICATION AREA	\$0.0200	75,600 \$1,512.00
A-3	INSTALL SAND GROWN NO NET SOD OVER TRENCHES, BASED ON SQUARE FOOTAGE OF DRAINAGE CONSTRUCTION AREA AT \$0.14 PER SQUARE FOOT	\$0.1400	75,600 \$10,584.00
A-4	TOP DRESS 1/4" USING FAIRWAY TOP DRESSING SAND (CERTIFIED SAND SIEVE), DRAG AND SWEEP STOCKPILE AREA AT \$0.04 PER SQUARE FOOT OF FIELD APPLICATION AREA	\$0.0400	75,600 \$3,024.00
A-5	HARVEST AERATION CORES AND EXPORT FROM SITE BASED ON VOLUME, PRICED ON FIELD SQUARE FOOT APPLICATION AREA AT \$0.015 PER SQUARE FOOT	\$0.0150	75,600 \$1,134.00
A-6	HOLLOW TINE AERATION WITH 3/4" SOLID TINE ON 3 X 5" INTERVALS TO A MAXIMUM DEPTH OF 6" PRICED ON FIELD SQUARE FOOT APPLICATION AREA AT \$0.02 PER SQUARE FOOT	\$0.0200	75,600 \$1,512.00
A-7	SITE REMOVAL OF TRENCH SPOILS (INCLUDES TRUCKING, TIPPING FEES & PARKING LOT SWEEPING) AT \$28.00 PER CUBIC YARD OF SPOILS REMOVED	\$28.0000	454 \$12,712.00
	*Plus applicable sales tax and bonding requirements		TOTAL \$31,990.00
	**Owner will supply a 'clean' area for Greenshield Systems to stockpile sand during construction		
	**Owner is responsible for any and all permits if required.		
	**Owner is responsible for locating all buried services in the construction area.		

City of Oak Harbor City Council Agenda Bill



- A (not identified on print) Traditional soccer field
- B Complete southwest area, lower soccer fields
- C Main play area of lower soccer fields
- D Baseball infield & outfield
- X Combination of B + C + D: entire lower soccer field area & baseball infield & outfield

City of Oak Harbor City Council Agenda Bill

Bill No. CA 4.i.
Date: June 18, 2013
Subject: 2012 International Building
and Fire Code Amendments

FROM: Steve Powers, Development Services Director
Ray Merrill, Fire Chief
David W. Anderson, Building Official
Mike Buxton, Deputy Fire Chief

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 introduces two ordinances to amend the City's Building and Fire Codes to reflect changes to the International Codes as regulated and approved by the Washington State Building Code Council and with changes reflecting City practices.

AUTHORITY

The various codes referenced in the ordinances are adopted by the Washington State Building Code Council pursuant to Chapter 19.27 and 70.92 RCW. Those codes are periodically updated by the Building Code Council. State law provides that unless amended by the City Council, the State Building Code shall be in effect in the City (RCW 19.27.031).

FISCAL IMPACT DESCRIPTION

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

SUMMARY STATEMENT

The City is currently using the 2009 version of the International Codes. The 2012 International Codes have been adopted by the Washington State Building Code Council and will become effective on July 1, 2013. Under state law, cities and counties are responsible for enforcing these codes as adopted by the Washington State Building Code Council. However, state law allows the jurisdictions to adopt amendments to the codes to reflect local circumstances. Rather than adopting each code, this ordinance provides that the most recent edition is in effect as amended by City Code. Since the codes are in effect

City of Oak Harbor City Council Agenda Bill

by state law, only the local amendments are actually adopted. The following international codes have been adopted by the Washington State Building Code Council and become effective on July 1, 2013:

- 2012 International Building Code
- 2012 International Residential Code
- 2012 International Mechanical Code
- 2012 Uniform Plumbing Code
- 2012 International Energy Conservation Code, Residential Provisions.
- 2012 International Energy Conservation Code, Commercial Provisions
- 2012 International Fire Code

The changes from the 2009 to the 2012 versions of the codes will be summarized for the City Council in a future agenda bill.

RECOMMENDED ACTION

- Set public meeting date as July 2, 2013

ATTACHMENTS

1. Draft Ordinance Number 1660 – Building Codes
2. Draft Ordinance Number 1661 – Fire Code

ORDINANCE NO. 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.

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

WHEREAS the Washington State Building Code Act requires local jurisdictions to enforce the State Building Code within its jurisdiction; and

WHEREAS, the Washington State Building Code Council has adopted amendments to the 2012 International Building Codes; and

WHEREAS, the City is further authorized to adopt and enforce building codes and to adopt and amend provisions of the State building codes under Chapter 19.27 of the Revised Code of Washington; and

WHEREAS the Washington State Energy Code has been replaced with the International Energy Conservation Code, Residential, WAC 51-11R and International Energy Conservation Code, Commercial, WAC 51-11C; and

WHEREAS, the City Council deems adoption of this ordinance to be in the best interest of its citizens;

NOW, THEREFORE, the City Council of the City of Oak Harbor, Washington does hereby ordain as follows:

Section One. The table of contents of Title 17 of the Oak Harbor Municipal Code is hereby amended to read as follows for the following chapters:

Title 17

BUILDINGS

Chapters:

17.05 International Building Code

17.06 International Residential Code

17.10 International Mechanical Code

17.12 Uniform Plumbing Code

~~**17.14 Washington State Energy Code Repealed**~~

[17.15 International Energy Conservation Code, Residential](#)

[17.16 International Energy Conservation Code, Commercial](#)

17.18 Repealed

17.20 Flood Damage Prevention

17.22 2006 International Property Maintenance Code

17.24 Sidewalks, Curbs and Gutters Installation

17.28 Repealed

17.30 Noise Attenuation Standards

17.40 Survey Monuments

Section Two. Oak Harbor Municipal Code Section 17.05.015, last adopted by §3 of Ordinance 1599 in 2011 is hereby amended to read as follows:

17.05.015 Applicability of the International Building Code.

The most recent edition of the International Building Code adopted by the Washington State Building Code Council under the provisions of Chapter 19.27 RCW and as amended herein is in effect as the City’s building code. A copy shall be filed in the office of the city clerk for examination by the public. [The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.](#)

Section Three. Oak Harbor Municipal Code Section 17.05.030, last adopted by §3 of Ordinance 1599 in 2011 is hereby amended to read as follows:

17.05.030 Permit fees.

The city of Oak Harbor hereby adopts the following fee schedule for the building code:

- (1) Building Permit Fees Adopted. For determining the value of a structure, the most current issue of the Building Safety Journal Magazine, which offers the square foot construction costs table as published by the International Code Council, is adopted by reference.
- (2) Plan Review Fees Adopted. When submittal documents are required by the International Building Code Section 107, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The said plan review fee shall be 65 percent of the building permit fee as determined in Table 17-1. The plan review fees specified are separate fees from the permit fees and are in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittals items, an additional plan review fee shall be charged at the rate shown in Table 17-2.

Total Valuation	Fees
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional

	\$1,000 or fraction thereof
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000 or fraction thereof

TABLE 17-2 OTHER INSPECTIONS AND FEES:	
1. Inspections outside of normal business hours (minimum charge – two hours)	\$47.00 per hour
2. Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$47.00 per hour
3. Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one-half hour)	\$47.00 per hour
4. For use of outside consultants for plan checking and inspections, or both	Actual costs

TABLE 17-3 MISCELLANEOUS BUILDING PERMIT FEES	
ACTION	FEE
Antenna Tower	\$25.00
Building Code Interpretation	\$329.00
Change Lot After Plan Review or Issuance of Permit	\$100.00
Change Plans During or After Plan Review	New Plan Review Fee
Change or Revise Plans After Issuance of Permit	Current Hourly Rate per IBC or New Plan Review Fee
Covered Patio	Varies by Valuation
Covered Porch	Varies by Valuation
Decks	Varies by Valuation
Demolitions	\$50.00 Plus \$4.50 State Surcharge
Espresso Carts (portable and stand alone)	\$250.00
Factory Built Structures	Varies by Valuation
Fences Over 6 Feet in Height	Current Hourly Rate per IBC for Plan Review Plus \$25.00 Permit Fee
Flagpoles	\$25.00
Fireplaces, Freestanding, Wood, Gas, and Propane <u>Freestanding (wood/gas/pellet/propane</u> <u>Insert (wood/gas)</u> <u>Fireplace (masonry)</u>	\$35.00 \$25 \$100
Fireplaces, Inserts, Wood, Gas and Propane	\$25.00
Mobile Homes, Single Wide	\$120.00
Mobile Home, Double and Triple Wide	\$150.00
Modular Homes or Buildings	\$500.00
Modular Offices (Job Shacks)	\$350.00
Moved Buildings	\$50.00 Prior to Moving Together with a Building Permit Fee Based on the IBC Valuation for New Building and Cost of

TABLE 17-3 MISCELLANEOUS BUILDING PERMIT FEES	
	Moved Building.
Occupancy Permit	\$21.00
Penalty Permit Fee	Double Permit Fee
Re-Roofs Residential	(Permit Required for Overlays of Two Layers or More) \$25.00
Commercial	Varies by Valuation
Retaining Walls (Permit Not Required Under Four Feet)	\$100.00 or IBC Valuation, Whichever Is Greater
Satellite Dish	(48" Diameter or Greater) \$25.00
Signs 25 Sq. Ft. or Less (New Construction)	Permit Fee, Plan Review Fee, and \$4.50 Surcharge Plus \$25.00
26 Sq. Ft. or More (New Construction)	Permit Fee, Plan Review Fee, and \$4.50 Surcharge Plus \$50.00
25 Sq. Ft. or Less (Existing)	Permit Fee, and \$4.50 Surcharge Plus \$25.00
26 Sq. Ft. or More (Existing)	Permit Fee, and \$4.50 Surcharge Plus \$50.00
Solariums	Varies by Valuation
Work Commencing Before Issuance of Permit	(Whichever Is Greater) Double Permit Fee or \$100.00
Wood Stoves Including Inserts	\$100.00

- (3) International Property Maintenance Code. A fee for an on-site compliance inspection by the building official or his representative shall be as set forth by Table 17-2, Miscellaneous Building Inspection Fees. Upon such application and payment of the fee herein provided the building official shall notify the applicant of the date and time of the inspection.
- (4) Uniform Swimming Pool, Spa and Hot Tub Code. The fees for swimming pools, spas, and hot tubs shall be as set forth in Table 17-5, Plumbing Permit Fees.
- (5) ~~Washington State Energy Code~~[International Energy Conservation Code, Residential](#). A fee for an on-site compliance inspection by the building official or his representative shall be as set forth by Table 17-2, Miscellaneous Building Inspection Fees. Upon such application and payment of the fee herein provided the building official shall notify the applicant of the date and time of the inspection.
- (6) [International Energy Conservation Code, Commercial](#). A fee for an on-site compliance inspection by the building official or his representative shall be as set forth by Table 17-2, Miscellaneous Building Inspection Fees. Upon such application and payment of the fee herein provided the building official shall notify the applicant of the date and time of the inspection.

Section Four. Oak Harbor Municipal Code Section 17.05.060, last adopted by §3 of Ordinance 1599 in 2011 is hereby amended to read as follows:

17.05.060 Amendments – Additions.

The following sections and appendix chapters of the International Building Code as adopted in OHMC 17.05.015 are amended to read as follows:

(1) Appendix chapters ~~E~~, F, G, I and J of the International Building Code are hereby adopted.

(2) Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Oak Harbor, Washington hereinafter referred to as "this code".

(3) Section 101.4.3 is hereby amended to read as follows:

101.4.3 Plumbing. The provisions of the City of Oak Harbor Plumbing Code as adopted by the Oak Harbor Municipal Code Chapter 17.12 shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of medical gas system. The provisions of the State of Washington requirements for private sewage disposal shall apply to private sewage disposal systems.

(4) Section 101.4.4 is hereby amended to read as follows:

101.4.4 Property Maintenance. The provisions of the City of Oak Harbor Property Maintenance Code as adopted by Oak Harbor Municipal Code Chapter 17.22 shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards, responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

(5) Section 101.4.6 is hereby amended to read as follows:

101.4.6 Energy. The provisions of the ~~State of Washington Energy Code~~[International Energy Conservation Code, Residential and the International Energy Conservation Code, Commercial](#) as adopted by Oak Harbor Municipal Code Chapter 17.145 and Chapter 17.16 shall apply to all matters governing the design and construction of buildings for energy efficiency.

(6) Section 101.4.7 is hereby added to read as follows:

101.4.7 Electrical. The provisions of the National Electrical Code as set forth in the Washington Administrative Code Chapter 296-46B as regulated and enforced by State of Washington Labor & Industries, Electrical Division shall apply to the installation of electrical systems, including alterations repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

(7) Section 105.2 is hereby amended to read as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).
2. Fences not over [67](#) feet (1829 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, provided the wall is set back from any adjacent property lines or structures a distance at least equal to the height of the wall and the material retained slopes 1 vertical to 2 horizontal (or less) up and away from the wall unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18925 L) and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swings and other playground equipment- [accessory to detached one- and two-family dwellings.](#)
12. Window awnings [in group R-3 and U occupancies](#) supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support [of Group R-3 and U occupancies.](#)
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or

make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

(8) Section 105.3.1.1 is hereby added to read as follows:

105.3.1.1 Prerequisites for Issuance of Permit.

The Building Official shall determine whether the following requirements have been met prior to issuance of a permit:

1. Any requirements or regulations imposed on a project as a condition of a land use approval process;
2. Any requirements or regulations imposed on a project as a condition of the site civil process;
3. Any transportation, school, parks or other mitigation or impact fees are paid as adopted by Oak Harbor Municipal Code Sections 11.32 or 19.48 respectively;
4. Approval of Design Review as required by Oak Harbor Municipal Code for Design Guidelines and Regulation as required by Title 19.
5. Compliance with the State Environmental Policy Act, as adopted by Oak Harbor Municipal Code Title 20.
6. Compliance with the Flood Management requirements as adopted by Oak Harbor Municipal Code Title 11 and Title 20.

7. Compliance with environmentally Critical Areas Protection requirements as required by Oak Harbor Municipal Code Title 20.

(9) Section 107.1 is hereby amended to read as follows:

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional. All plans for construction, erection, enlargement, alteration or repairs of building or structures 4,000 square feet or over shall be designed, prepared and stamped by an architect or engineer licensed by the state of Washington.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

(10) Section 109.3 is hereby amended to read as follows:

109.3 Building permits valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official. The valuation for commonly built structures shall be determined by the most current issue of the Building Safety Journal, which offers square foot construction costs table as published by the International Code Council, adopted herein by reference.

(11) Section 109.6 is hereby amended to read as follows:

109.6 Refunds. The building official is authorized to establish a refund policy. The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review has been paid is withdrawn or canceled before any plan reviewing is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

(12) Section 111.5 is hereby added to read as follows:

111.5 Violation of requirements for certificate of occupancy. The City Council affirms that the issuance of any certificate of occupancy is of vital importance in the safeguarding of life safety, property safety and health of occupants of any structure; and further, that the enforcement of all city development regulations is of vital importance to the city's economic vitality and the public good. Any person allowing a building to be occupied without a certificate of occupancy first being issued as required by this Chapter shall be subject to the civil penalty provisions of the Oak Harbor Municipal Code Section 17.05.090.

(13) Section 113 is hereby amended to read as follows:

113.1 Board of Appeals. All references to the term "board of Appeal(s)" shall deem to mean the Hearing Examiner as per OHMC 18.40.180. Permits under this chapter shall be Type I review process as per OHMC 18.20.230. Appeals of decisions of applicable codes adopted under this chapter shall be to the hearing examiner.

(14) Section 202 is hereby amended to read as follows:

GRADE PLANE. A referenced plane representing the average of the finished ground level, adjoining the building at all exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than 10 feet from the building between the structure and a point 10 feet from the building.

(15) Section 3201.5 is hereby added to read as follows:

3201.5 Right-of-Way Permits. A permit is required for any construction, alteration, repair, move, demolish, replace, use or encroachment into the public right-of way as determined by the City Engineer.

(16) Appendix Section J103.1 is hereby amended to read as follows:

J103.1 Permits Required. Except as exempted in Section J103.2, no grading shall be performed without first having obtained a permit therefor from the City Engineer. A grading permit does not include the construction of retaining walls or other structures.

(17) Appendix Section J104.3 is hereby amended to read as follows:

J104.3 Geotechnical report.

A geotechnical report prepared by a registered design professional shall be provided. The report shall contain the following:

1. The nature and distribution of existing soils;
2. Conclusions and recommendations for grading procedures;
3. Soil design criteria for any structures or embankments required to accomplish the proposed grading; and
4. Where necessary, slope stability studies, and recommendations and conclusions regarding site geology.

Exception; A geotechnical report is not required where the building code official or city engineer determines that the nature of the work applied for is such that a report is no necessary.

(18) Appendix J106.1 is hereby amended to read as follows:

J106.1 Maximum slope. The slope of cut surfaces shall be no steeper than is safe for the intended use, and shall be no steeper than 2 horizontal to 1 vertical (50 percent) unless the applicant furnishes a soils report justifying a steeper slope.

Exceptions:

1. A cut surface may be at a slope of 1.5 horizontal to 1 vertical (67 percent) provided that all the following are met:
 - 1.1 It is not intended to support structures or surcharges.

1.2 It is adequately protected against erosion.

1.3 It is no more than 8 feet (2438 mm) in height.

1.4 It is approved by the city engineer.

1.5 Ground water is not encountered.

2. A cut surface in bedrock shall be permitted to be at a slope of 1 horizontal to 1 vertical (100 percent).

(19) Appendix J108.3 is hereby amended to read as follows:

J108.3 Slope protection. Where required to protect adjacent properties at the toe of a slope from adverse effects of the grading, additional protection, approved by the city engineer, shall be included. Such protection may include but shall not be limited to:

1. Setbacks greater than those required by Figure J108.1.
2. Provisions for retaining walls or similar construction.
3. Erosion protection of the fill slopes.
4. Provision for the control of surface waters.

(20) Appendix J109.3 is hereby amended to read as follows:

J109.3 Interceptor Drains. Interceptor drains shall be installed along the top of cut slopes receiving drainage from a tributary width greater than 40 feet, measured horizontally. They shall have a minimum depth of 1 foot and a minimum width of 3 feet. The slope shall be approved by the city engineer, but shall not be less than 50 horizontal to 1 vertical. The drain shall be paved with concrete not less than 3 inches in thickness, or by other materials suitable to the application. Discharge from the drain shall be accomplished in a manner to prevent erosion and shall be approved by the city engineer.

Section Five. Oak Harbor Municipal Code Section 17.05.090, last adopted by §3 of Ordinance 1599 in 2011 is hereby amended to read as follows:

17.05.090 Penalties.

- (1) It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done in violation of this chapter or the technical codes.
- (2) Civil Violation. Except as provided in subsections (4) and (5) of this section, any violation of any of the provisions of this chapter or of the technical codes constitutes a civil violation as provided for in Chapter 1.28 OHMC, for which a monetary penalty may be imposed as provided therein.
- (3) Criminal Penalty. In addition to or as an alternative to any other penalty provided in this chapter or by law, any person who intentionally or knowingly violates any of the provisions of this chapter or the technical codes shall be guilty of a misdemeanor and upon conviction shall be punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days in jail, or both such fine and jail time.

- (4) ~~Plumbing Code Violations. Violations of the Uniform Plumbing Code as adopted under OHMC 17.12.020 shall be misdemeanors punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days, or both such fine and jail time.~~
- (54) Violations of Orders under This Chapter. Any person constructing, repairing, operating, maintaining, changing an occupancy, occupying or moving a building, structure, occupancy, or premises contrary to the provisions of this chapter or who continues to construct, repair, operate, maintain, change occupancy, occupy or move such building, structure, occupancy or premises when ordered by the building official to desist from violating a provision or provisions of this chapter shall be guilty of a misdemeanor punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days, or both such fine and jail time.
- (65) Separate Offense. Each day or portion thereof upon which a violation occurs constitutes a separate offense under subsections (1), (2), (3), (4) and (5) of this section.
- (76) Destruction of Notice. It shall be unlawful for any person to remove, mutilate, destroy or conceal any notice issued and posted by the building official pursuant to the provisions of this chapter or the building code which violations shall be a civil offense as described in subsection (2) of this section.

Section Six. Oak Harbor Municipal Code Section 17.06.020, last adopted by §3 of Ordinance 1599 in 2011 is hereby amended to read as follows:

17.06.020 Applicability of the International Residential Code.

The most recent edition of the International Residential Code published by the International Code Council as adopted by the Washington State Building Code Council under the provisions of Chapter 19.27 RCW and amended herein, are in effect in City of Oak Harbor. One copy of the document identified in this section shall be filed in the office of the city clerk for examination by the public. [The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.](#)

Section Seven. Oak Harbor Municipal Code Section 17.10.020, last adopted by §5 of Ordinance 1599 in 2011 is hereby amended to read as follows:

17.10.020 Applicability of International Mechanical Code.

The most recent edition of the International Mechanical Code as published by the International Code Council and adopted by the Washington State Building Code Council under the provisions of Chapter 19.27 RCW as amended herein is in effect in the City of Oak Harbor One copy of each document listed in this section shall be filed in the office of the city clerk for examination by the public. [The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.](#)

Section Eight. Oak Harbor Municipal Code Section 17.10.070, last adopted by §5 of Ordinance 1599 in 2011 is hereby amended to read as follows:

17.10.070 Amendments – Additions.

The following sections and appendix chapters of the International Mechanical Code as adopted in OHMC 17.10.020 are amended to read as follows:

~~(1) Appendix A of the International Mechanical Code is hereby adopted.~~

(21) Section 106.4.3 is hereby amended to read as follows:

106.4.3 Expiration. Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Before such work recommences, a new permit shall be first obtained and the fee, therefore, shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original construction documents for such work, and provided further that suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

(32) Section 106.5.2 is hereby amended to read as follows:

106.5.2 Fee Schedule. The fees for mechanical work shall be as indicated in Table 17-6 Mechanical Permit Fees.

(43) Table 17-6 Mechanical Permit Fees.

TABLE 17-6 MECHANICAL PERMIT FEES ACTION	FEE
Permit Issuance and Heaters	
For the issuance of each mechanical permit	\$23.50
For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	\$7.25
Unit Fee Schedule (In addition to required permits as listed above.)	
Furnaces	
For the installation or relocation of each forced air or gravity type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW)	\$15.00
For the installation or relocation of each forced air or gravity type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)	\$18.00
For the installation or relocation of each floor furnace, including vent	\$15.00
For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	\$15.00
Appliance Vents	
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.00
Repairs or Additions	
For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling,	\$14.00

TABLE 17-6 MECHANICAL PERMIT FEES ACTION	FEE
absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	
Boilers, Compressors and Absorption Systems	
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$15.00
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)	\$27.00
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$37.00
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$55.00
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)	\$93.00
Air Handling	
For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 Us), including ducts attached thereto Note: This fee does not apply to an air handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	\$11.00
For each air handling unit over 10,000 cfm (4719 Us)	\$18.00
Evaporative Coolers	
For each evaporative cooler other than portable type	\$11.00
Ventilation and Exhaust	
For each ventilation fan connected to a single duct	\$7.00
For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$11.00
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$11.00
Incinerators	
For the installation or relocation of each domestic type incinerator	\$18.00
For the installation or relocation of each commercial or industrial type incinerator	\$15.00
Gas Piping Systems	
For each gas piping system of one to five outlets	\$5.00
For each additional outlet over five, each	\$1.00
Miscellaneous	
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which the fee is listed in the table	\$11.00
Other Inspection and Fees Refer to Table 17-2.	

(54) Section 106.5.3 is hereby amended to read as follows:

106.5.3 Fee Refunds. The building official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.

2. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

(65) Section 108.1 is hereby amended to read as follows:

108.1 Unlawful Acts. It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish or utilize a mechanical system, or cause the same to be done, in conflict with or in violation of any of the provisions of this code. Each separate day or any portion thereof, during which any violation of this code occurs or continues, shall be deemed to constitute a separate offense.

(76) Section 202 is hereby amended to read as follows:

SUBSTANTIALLY REMODELED. Substantially Remodeled is any alteration or restoration of a building exceeding 60 percent of the assessed valuation of such building within a twelve-month period.

(87) Section 901.5 is hereby added to read as follows:

901.5 Solid Fuel Burning Devices. No used fuel-burning device shall be installed in new or existing buildings unless such device is United States Environmental Protection Agency certified or a pellet stove either certified or exempt from certification by the United States Environmental Protection Agency. EXCEPTION: antique wood cook stoves and heaters manufactured prior to 1940.

Section Nine. Oak Harbor Municipal Code Section 17.12.020, last adopted by §3 of Ordinance 1599 in 2011 is hereby amended to read as follows:

17.12.020 Applicability of Uniform Plumbing Code.

The most recent edition of the Uniform Plumbing Code, as published by the International Association of Plumbing and Mechanical Officials and as adopted by the Washington State Building Code Council under the provisions of RCW 19.27 as amended herein is in effect in the City of Oak Harbor. One copy of the document listed in this section shall be on file in the office of the city clerk for examination by the public. [The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.](#)

Section Ten. A new chapter of the Oak Harbor Municipal Code, Chapter 17.15, International Energy Conservation Code, Residential Provisions, is hereby adopted to read as follows:

Chapter 17.15

INTERNATIONAL ENERGY CONSERVATION CODE, RESIDENTIAL PROVISIONS

Sections:

17.15.010 Title.

17.15.020 Applicability of International Energy Conservation Code, Residential Provisions.

17.15.030 Administration and enforcement – Rules and regulations.

17.15.040 Administration and enforcement – Building official authority.

17.15.050 Notices.

17.15.060 Liability limitations.

17.15.070 Penalties.

17.15.080 Severability.

17.15.090 Hearing examiner to function as appeals board.

17.15.010 Title.

This chapter shall be known as the International Energy Conservation Code, Residential Provisions of the city of Oak Harbor.

17.15.020 Applicability of International Energy Conservation Code, Residential Provisions.

The most recent version of the International Energy Conservation Code, Residential Provisions, as adopted by the Washington State Building Code Council under the provisions of Chapter 19.27A RCW, is in effect in the City of Oak Harbor and shall be the city's energy code. One copy of the International Energy Conservation Code, Residential Provisions, shall be filed in the office of the city clerk for examination by the public. The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.

17.15.030 Administration and enforcement – Rules and regulations.

The city council may upon notice and hearing promulgate such rules and regulations as may be necessary to the effective and efficient administration of the code.

17.15.040 Administration and enforcement – Building official authority.

The International Energy Conservation Code, Residential Provisions shall be administered and enforced by the city building official.

17.15.050 Notices.

It is unlawful for any person to remove, mutilate, destroy or conceal any lawful notice issued or posted by the building official pursuant to the provisions of this code.

17.15.060 Liability limitations.

Nothing contained in this chapter or in the International Energy Conservation Code, Residential Provisions, is intended to be, nor shall be, construed to create or form the basis for any liability on the part of the city or its officers, employees or agents, for any injury or damage resulting from the failure of a building to conform to the provisions of the International Energy Conservation Code, Residential Provisions.

17.15.070 Penalties.

(1) It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done

in violation of this chapter or the technical codes.

- (2) Civil Violation. Except as provided in subsections (4) and (5) of this section, any violation of any of the provisions of this chapter or of the technical codes constitutes a civil violation as provided for in Chapter 1.28 OHMC, for which a monetary penalty may be imposed as provided therein.
- (3) Criminal Penalty. In addition to or as an alternative to any other penalty provided in this chapter or by law, any person who intentionally or knowingly violates any of the provisions of this chapter or the technical codes shall be guilty of a misdemeanor and upon conviction shall be punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days in jail, or both such fine and jail time.
- (4) Violations of Orders under This Chapter. Any person constructing, repairing, operating, maintaining, changing an occupancy, occupying or moving a building, structure, occupancy, or premises contrary to the provisions of this chapter who continues to construct, repair, operate, maintain, change occupancy, occupy or move such building, structure, occupancy or premises when ordered by the building official to desist from violating a provision or provisions of this chapter shall be guilty of a misdemeanor punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days, or both such fine and jail time.
- (5) Separate Offense. Each day or portion thereof upon which a violation occurs constitutes a separate offense under subsections (1), (2), (3) and (4) of this section.
- (6) Destruction of Notice. It shall be unlawful for any person to remove, mutilate, destroy or conceal any notice issued and posted by the building official pursuant to the provisions of this chapter or the building code which violations shall be a civil offense as described in subsection (2) of this section.

17.15.080 Severability.

Should any section, paragraph, sentence or word of this chapter or codes hereby adopted be declared for any reason to be invalid, it is the intent of the city council that it would have passed all other portions of this chapter and of the codes hereby adopted independent of the elimination herefrom of any such portions as may be declared invalid and accordingly such declaration of invalidity shall not affect the validity of this chapter as a whole nor any part hereof other than the part so declared to be invalid.

17.15.090 Hearing examiner to function as appeals board.

All references to the term "board of appeal(s)" shall deem to mean the hearing examiner as per OHMC 18.40.180. Permits under this chapter shall be Type I review process as per OHMC 18.20.230. Appeals of decisions of applicable codes adopted under this chapter shall be to the hearing examiner.

Section Eleven. A new chapter of the Oak Harbor Municipal Code, Chapter 17.16, “International Energy Conservation Code, Commercial Provisions”, is hereby adopted to read as

follows:

Chapter 17.16

INTERNATIONAL ENERGY CONSERVATION CODE, COMMERCIAL PROVISIONS

Sections:

17.16.010 Title.

17.16.020 Applicability of International Energy Conservation Code, Commercial Provisions.

17.16.030 Administration and enforcement – Rules and regulations.

17.16.040 Administration and enforcement – Building official authority.

17.16.050 Notices.

17.16.060 Liability limitations.

17.16.070 Penalties.

17.16.080 Severability.

17.16.090 Hearing examiner to function as appeals board.

17.16.010 Title.

This chapter shall be known as the International Energy Conservation Code, Commercial Provisions of the city of Oak Harbor.

17.16.020 Applicability of International Energy Conservation Code, Commercial Provisions.

The most recent version of the International Energy Conservation Code, Commercial Provisions, as adopted by the Washington State Building Code Council under the provisions of Chapter 19.27A RCW, is in effect in the City of Oak Harbor and shall be the city's energy code. One copy of the International Energy Conservation Code, Commercial Provisions, shall be filed in the office of the city clerk for examination by the public. The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.

17.16.030 Administration and enforcement – Rules and regulations.

The city council may upon notice and hearing promulgate such rules and regulations as may be necessary to the effective and efficient administration of the code.

17.16.040 Administration and enforcement – Building official authority.

The International Energy Conservation Code, Commercial Provisions shall be administered and enforced by the city building official.

17.16.050 Notices.

It is unlawful for any person to remove, mutilate, destroy or conceal any lawful notice issued or posted by the building official pursuant to the provisions of this code.

17.16.060 Liability limitations.

Nothing contained in this chapter or in the International Energy Conservation Code, Commercial Provisions, is intended to be, nor shall be, construed to create or form the basis for any liability on the part of the city or its officers, employees or agents, for any injury or damage resulting

from the failure of a building to conform to the provisions of the International Energy Conservation Code, Commercial Provisions.

17.16.070 Penalties.

- (1) It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done in violation of this chapter or the technical codes.
- (2) Civil Violation. Except as provided in subsections (4) and (5) of this section, any violation of any of the provisions of this chapter or of the technical codes constitutes a civil violation as provided for in Chapter 1.28 OHMC, for which a monetary penalty may be imposed as provided therein.
- (3) Criminal Penalty. In addition to or as an alternative to any other penalty provided in this chapter or by law, any person who intentionally or knowingly violates any of the provisions of this chapter or the technical codes shall be guilty of a misdemeanor and upon conviction shall be punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days in jail, or both such fine and jail time.
- (4) Violations of Orders under This Chapter. Any person constructing, repairing, operating, maintaining, changing an occupancy, occupying or moving a building, structure, occupancy, or premises contrary to the provisions of this chapter who continues to construct, repair, operate, maintain, change occupancy, occupy or move such building, structure, occupancy or premises when ordered by the building official to desist from violating a provision or provisions of this chapter shall be guilty of a misdemeanor punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days, or both such fine and jail time.
- (5) Separate Offense. Each day or portion thereof upon which a violation occurs constitutes a separate offense under subsections (1), (2), (3) and (4) of this section.
- (6) Destruction of Notice. It shall be unlawful for any person to remove, mutilate, destroy or conceal any notice issued and posted by the building official pursuant to the provisions of this chapter or the building code which violations shall be a civil offense as described in subsection (2) of this section.

17.16.080 Severability.

Should any section, paragraph, sentence or word of this chapter or codes hereby adopted be declared for any reason to be invalid, it is the intent of the city council that it would have passed all other portions of this chapter and of the codes hereby adopted independent of the elimination herefrom of any such portions as may be declared invalid and accordingly such declaration of invalidity shall not affect the validity of this chapter as a whole nor any part hereof other than the part so declared to be invalid.

17.16.090 Hearing examiner to function as appeals board.

All references to the term "board of appeal(s)" shall deem to mean the hearing examiner as per OHMC 18.40.180. Permits under this chapter shall be Type I review process as per OHMC

[18.20.230. Appeals of decisions of applicable codes adopted under this chapter shall be to the hearing examiner.](#)

Section Twelve. Oak Harbor Municipal Code Chapter 17.22.020 last adopted by §17 of Ordinance 1514 in 2007 is hereby amended to read as follows:

17.22.020 Document adopted by reference.

The 2006 Edition of the International Property Maintenance Code, as published by the International Code Council, is adopted by reference with the deletions, additions, and exceptions as set out in this chapter and shall be the city's property maintenance code. One copy of each document listed in this section shall be filed in the office of the city clerk for examination by the public. [The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.](#)

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

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

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

Valerie J. Loffler, City Clerk

Grant K. Weed, Interim City Attorney

Introduction: June 18, 2013

Adopted: July 2, 2013

Published:

ORDINANCE NO. 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.

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

WHEREAS the Washington State Building Code Act requires local jurisdictions to enforce the State Building and within its jurisdiction; and

WHEREAS, the Washington State Building Code Council has adopted amendments to the 2012 International Fire Codes; and

WHEREAS, the City is further authorized to adopt and enforce fire codes and to adopt and amend provisions of the State fire codes under Chapter 19.27 of the Revised Code of Washington; and

WHEREAS, the City Council deems adoption of this ordinance to be in the best interest of its citizens;

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

Section One. Oak Harbor Municipal Code Section 8.03.070, last adopted by §1 of Ordinance 1596 in 2010 is hereby amended to read as follows:

8.03.070 Amendment – Additions.

The following sections of the International Fire Code as adopted in OHMC 8.03.020 are amended to read as follows:

(1) Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Oak Harbor, hereinafter referred to as “this code.”

(2) Section 103.1 is hereby amended to read as follows:

103.1 General. The Department of Fire Prevention, also known as the Oak Harbor Fire Department, is established within the City of Oak Harbor under the direction of the fire chief. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.

(3) Section 105.1.1 is hereby amended to read as follows:

105.1.1 Permits Required. Operational Permits as described in Section 105.1.2(1) as required by this code shall be obtained from the fire **chief code official**. Permit fees, if any, shall be as set forth in Section 8.06.010. Fees shall be paid prior to issuance of the

permit. Construction Permits as described in Section 105.1.2(2) as required by this code shall be obtained from the fire ~~chief~~ code official. Permit fees, if any, shall be as set forth in Section 8.06.010, and shall be paid prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire ~~chief~~ code official.

(4) Section 108.1 is hereby amended to read as follows:

108.1 Board of Appeals Established. All references to the term “Board of Appeal(s)” shall be deemed to mean the hearing examiner as per OHMC 18.40.180. Permits under this chapter shall be Type I review process as per OHMC 18.20.230. Appeals of decisions of applicable codes adopted under this chapter shall be to the hearing examiner.

(5) The following definitions shall apply to the ~~2009 Edition of the~~ International Fire Code and supersede other definitions of the same term therein:

“Chief of the bureau of fire prevention” shall mean the person or persons who are assigned by the Chief of the Oak Harbor Fire Department to perform the duties of the fire marshal under the supervision of the chief of the Oak Harbor Fire Department. The Chief of the Oak Harbor Fire Department may appoint any career civil service member of the Oak Harbor Fire Department to fulfill any or all of the duties of the chief of the bureau of fire prevention, ~~or~~ fire marshal, or fire code official.

“Jurisdiction” shall be referred to as the City of Oak Harbor.

“Appeal Board” shall refer to the hearing examiner as provided under OHMC Title 18.

(6) Section 501.4 is hereby amended to read as follows:

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to issuance of any building permit for the project, except grading permits, except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.

~~(7) Section 503 Fire apparatus access roads shall be provided and maintained in accordance with Sections~~

~~503.1.1 through 503.6 of the International Fire Code.~~

~~(7)(8)~~ Section 503.2.9 is hereby amended to read as follows:

503.2.9 Distance from Structures. Fire apparatus access roadways shall be a minimum of 5 feet away from the exterior wall of structures, or as otherwise required due to construction type.

~~(8)(9)~~ Section 503.7 is hereby added to read as follows:

503.7 Enforcement. Enforcement of Section 503.1.4 of the International Fire Code shall be the responsibility of the City Fire Department which shall have the authority to impound or otherwise cause such obstruction to be removed, and said remedies shall be in addition to the criminal penalties provided in the Oak Harbor Municipal Code.

~~(9)~~(10) Section 507.5.1 is hereby amended to read as follows:

Section 507.5.1 Where Required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

EXCEPTIONS:

1. For Group R-3 and U occupancies, the distance requirement shall be 600 feet (183 m).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 600 feet (183 m).

~~(10)~~(11) Section 903.3.7 is hereby amended to read as follows:

903.3.7 Fire Department Connections. The location of fire department connections shall be approved by the fire code official. A fire department connection shall be located within 50 feet of a fire hydrant.

~~(11)~~(12) Section ~~3301.1.3~~ 5601.1.3 is hereby amended to read as follows:

~~3301.1.3~~ 5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

EXCEPTIONS:

1. The use of fireworks for display as allowed in section ~~3308~~ 5608.
2. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulation, provided such fireworks comply with CPSC 16 CFR, Parts 1500 and 1507, and DOTn 49 CFR, Parts 100-178, for consumer fireworks.
3. Manufacture of fireworks within the jurisdictional area is prohibited.
4. Except as hereinafter provided, it shall be unlawful for any person to possess, store, or offer for sale, expose for sale, sell at retail, or use or explode any fireworks.
 - a) The fire chief code official shall have power to adopt reasonable rules and regulations for the granting of permits for supervised and public displays of

fireworks by a jurisdiction, fair associations, amusement parks, and other organization or for the use of fireworks by artisans in pursuit of their trade. Every such use or display shall be handled by a competent operator approved by the ~~chief fire code official~~ and every operator shall have first obtained a State License pursuant to RCW 70.77.305. The display shall be of such character and so located, discharged or fired as in the opinion of the ~~chief fire code official~~ after proper investigation so as not to be hazardous to property or endanger any person.

b) The fire ~~chief code official~~ shall make a recommendation to the City Council concerning the issuance of permits for the sale of fireworks to persons, corporations, or organizations, after investigation and his/her determination that the location where the fireworks are to be sold is not hazardous to property or endangers any person and that the persons in charge of selling the fireworks are competent and trained to handle such fireworks. No person under the age of 18 shall be employed by the permittee in connection with such sale.

c) The provisions of Oak Harbor Municipal Code Chapter 5.32 shall remain in full force and effect and nothing herein shall be construed as repealing the same.

5. Applications for permits shall be made in writing at least 10 days in advance of the date of the display in a manner prescribed by the ~~chief fire code official~~. After such privilege shall be granted, sale, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.

6. Fireworks may be sold, purchased, issued, fired, or discharged in the City, except as provided in Paragraphs (11), (12), (13) and (14) below, as follows:

a) It is legal to sell and purchase consumer fireworks within the City from twelve o'clock noon to eleven o'clock p.m. on the twenty-eighth of June, from nine o'clock a.m. to eleven o'clock p.m. on each day from the twenty-ninth of June through the fourth of July, from nine o'clock a.m. to nine o'clock p.m. on the fifth of July, from twelve o'clock noon to eleven o'clock p.m. on each day from the twenty-seventh of December through the thirty-first of December each year, and as provided in RCW 70.77.311.

b) Consumer fireworks may be used or discharged each day between the hours of twelve o'clock noon and eleven o'clock p.m. on the twenty-eighth of June and between the hours of nine o'clock a.m. and eleven o'clock p.m. on the twenty-ninth of June to the third of July, and on July Fourth between the hours of nine o'clock a.m. and twelve o'clock midnight, and between the hours of nine o'clock a.m. and eleven o'clock p.m. on July fifth, and from six o'clock p.m. on December thirty-first until one o'clock a.m. on January first of the subsequent year, and as provided in RCW 70.77.311.

Nothing in this ordinance shall be construed as modifying, repealing or in any way affecting the ordinance regulating noise or nuisance.

7. Approved “No Smoking” signs shall be posted at conspicuous locations on all four sides of the fireworks stand or structure and such other places as may be designated by the inspecting authority. Each sign shall have the words “NO SMOKING BY ORDER OF THE FIRE MARSHAL” in red letters not less than two inches in height on white background. All signs shall be maintained in a legible condition.
8. Smoking and the discharge of fireworks shall be prohibited within 25 feet of any building or stand in which fireworks are sold at retail or stored after hours.
9. Each retail fireworks location shall have at least two water-type extinguishers of at least two and one-half gallon capacity.
10. There shall be no accumulation of dry grass, paper, cardboard, trash, lumber or other combustibles within 100 feet of any retail fireworks outlet.
11. Temporary structures or stands used for the retail sale of fireworks shall be removed from the premises within one week after the sale of such fireworks ends as regulated by RCW 70.77.311. Any such stand or structure remaining beyond one week may be removed by the regulating authority at the expense of the permittee or owner.
12. Fireworks shall not be sold or given to minor children under the age of sixteen.
13. It shall be unlawful to use, fire, or discharge any fireworks along the route of and during any parade or at any place of public assembly or in any commercial use district.
14. It shall be unlawful at any time to throw or toss any fireworks at any person, animal, vehicle or other thing or object.

~~(12)~~(13) Section ~~3301.2.3~~ 5601.2.3 is hereby amended to read as follows:

~~3301.2.3~~ 5601.2.3 Permit Restrictions. The fire code official is authorized to limit the quantity of explosives, explosive materials permitted at a given location. Permit restrictions for fireworks shall be as described in section ~~3301.1.3~~, 5601.2.3 No person, possessing a permit for storage of explosives at any place, shall keep or store an amount greater than authorized in such permit. Only the kind of explosive specified in such permit shall be kept or stored.

~~(13)~~(14) Section ~~3804.2~~ 6104.2 is hereby amended to read as follows:

~~3804.2~~ 6104.2 Maximum Capacity within Established Limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons in all areas within the City of Oak Harbor except as zoned industrial.

EXCEPTION: In particular installations, this capacity limit shall be determined by the fire code official, after consideration of special features such as topographical conditions.

Section Two. Oak Harbor Municipal Code Section 08.03.080, last adopted by §1 of Ordinance 1596 in 2010 is hereby amended to read as follows:

8.03.080 Penalties.

(1) It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done in violation of this chapter and/or Chapter 8.05 OHMC as now in effect or hereafter amended or added to, or the technical codes.

(2) Civil Violation. Except as provided in subsection (5) of this section, any violation of any of the provisions of this chapter and/or Chapter 8.05 OHMC as now in effect or hereafter amended or added to, or of the technical codes, constitutes a civil violation as provided for in Chapter 1.28 OHMC, for which a monetary penalty may be imposed as provided therein and not to exceed \$250.00.

(3) Criminal Penalty. In addition to or as an alternative to any other penalty provided in this chapter or by law, any person who intentionally or knowingly violates any of the provisions of this chapter and/or Chapter 8.05 OHMC as now in effect or as hereafter amended or added to, or the technical codes, shall be guilty of a misdemeanor and upon conviction shall be punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days, or both such fine and jail time.

(4) Violations of Orders by the ~~Fire chief~~ fire code official. Persons operating or maintaining an occupancy, premises or vehicle subject to the International Fire Code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered to do so by the ~~fire chief~~ code official shall be guilty of a misdemeanor punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days, or both such fine and jail time.

(5) Separate Offense. Each day or portion thereof upon which a violation occurs constitutes a separate offense under subsections (1), (2), (3) and (4) of this section.

(6) Destruction of Notice. It shall be unlawful for any person to remove, mutilate, destroy or conceal any notice issued and posted by the fire official pursuant to the provisions of this chapter or the fire code which violations shall be a civil offense as described in subsection (2) of this section.

Section Three. Oak Harbor Municipal Code Section 08.05.040, last adopted by §5 of Ordinance 1379 in 2004 is hereby amended to read as follows:

8.05.040 Fire flow requirements for buildings.

(1) Scope. This is the procedure for determining fire flow requirements for all buildings or portions of buildings. Fire flow is the quantity of water in gallons per minute needed to control an anticipated fire in a building or group of buildings. Fire flow shall be determined in accordance with Section ~~508~~ 507 of the ~~IFC~~ International Fire Code and Appendix B of the ~~IFC~~ International Fire Code.

(2) Calculations shall be recorded on a form by the fire chief code official, or his designee, and made available for verification by the developer.

(3) Calculations shall depend on development variables which include, but are not limited to, type of construction, building height, roofing, materials and processes housed, and configurations of exposed areas. The fire chief code official shall determine whether or not a variable condition exists presenting additional hazards. The decision shall be made in accordance with nationally recognized standards for fire protection.

Section Five. Oak Harbor Municipal Code Section 08.05.060, last adopted by §3 of Ordinance 1515 in 2007 is hereby amended to read as follows:

8.05.060 Automatic fire sprinkler requirements.

(1) All automatic fire sprinkler systems required under this section shall transmit alarms for tamper and fire to an approved monitoring station in accordance with nationally recognized standards for fire protection.

(2) Approved automatic fire sprinkler systems in new buildings and structures shall be provided in the locations described in this section.

(a) Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

- (i) The fire area exceeds 10,000 square feet;
- (ii) The fire area has an occupancy load of 300 or more;
- (iii) The fire area is located on a floor other than level of exit discharge; or
- (iv) The fire area contains a multi-theater complex.

(b) Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:

- (i) The fire area exceeds 5,000 square feet;
- (ii) The fire area has an occupancy load of 100 or more; or
- (iii) The fire area is located on a floor other than level of exit discharge.

(iv) Group A-2 nightclubs as defined in the International Fire Code.

(c) Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

- (i) The fire area exceeds 10,000 square feet;
- (ii) The fire area has an occupancy load of 300 or more; or

(iii) The fire area is located on a floor other than level of exit discharge.

EXCEPTION: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of discharge of the main entrance and exit.

(d) Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

- (i) The fire area exceeds 10,000 square feet;
- (ii) The fire area has an occupancy load of 300 or more; or
- (iii) The fire area is located on a floor other than level of exit discharge.

~~Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of discharge of the main entrance and exit.~~

(e) Group A-5. An automatic sprinkler system shall be provided in concession stands, retail areas, press boxes, and other accessory use areas in excess of 1,000 square feet.

(f) Group B. An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 10,000 square feet.

(g) Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

- (i) Throughout all Group E fire areas greater than 20,000 10,000 square feet in area.
- (ii) Throughout every portion of educational buildings below the level of exit discharge.
- (iii) For the purpose of this section, additions exceeding 60 percent of the value of such building or structure, or alterations and repairs to any portion of a building or structure within a 12-month period that exceeds 100 percent of the value of such building or structure shall be considered new construction. In the case of additions, fire walls shall define separate buildings.

EXCEPTIONS:

~~(+) 1.~~ Portable school classrooms, provided aggregate area of clusters of portable school classrooms does not exceed 5,000 square feet; and clusters of portable school classrooms shall be separated as required in Chapter 5 of the International Building Code.

~~(ii)~~ 2. Group E – Day Care. When not required by other provisions of this chapter, a fire-extinguishing system installed in accordance with NFPA 13 may be used for increases and substitutions allowed in Sections 504.2, 506.3, and Table 601 of the building code.

(h) Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

(i) Where a Group F-1 fire area exceeds 10,000 square feet;

(ii) Where a Group F-1 fire area is located more than three stories above grade; or

(iii) Where the combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.

(iv) Woodworking Operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in area which generate finely divided combustible waste or which use finely divided combustible materials.

(i) Group F-2. An automatic sprinkler system shall be provided for Group F-2 occupancies where the fire area exceeds 10,000 square feet.

(j) Group H. Automatic sprinkler systems shall be provided in high-hazard occupancies as follows:

(i) General. An automatic sprinkler system shall be installed in Group H occupancies.

(ii) Group H-5 Occupancies. An automatic sprinkler system shall be installed throughout buildings containing Group H-5 occupancies. The design of the sprinkler system shall not be less than that required under the International Building Code for the occupancy hazard classifications in accordance with Table 903.2.4.2 of the International Fire Code.

Where the design area of the sprinkler system consists of a corridor protected by one row of sprinklers, the maximum number of sprinklers required to be calculated is 13.

(iii) Pyroxylin Plastics. An automatic sprinkler system shall be provided in buildings, or portions thereof, where cellulose nitrate film or pyroxylin plastics are manufactured, stored or handled in quantities exceeding 100 pounds.

(k) Group I. An automatic sprinkler system shall be provided throughout buildings with a Group I fire area.

EXCEPTION: An automatic sprinkler system installed in accordance with Section 903.3.1.2 or 903.3.1.3 of the International Fire Code shall be allowed in Group I-1 facilities.

(l) Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

- (i) Where a Group M fire area exceeds 10,000 square feet;
- (ii) Where a Group M fire area is located more than three stories above grade;~~or~~ plane.
- (iii) Where the combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.
- (iv) A group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000. Square feet (464 m2).

~~(iv)~~ (v) 903.2.7.1 High-Piled Storage. An automatic sprinkler system shall be provided as required in Chapter ~~23~~ 32 of the International Fire Code in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.

(m) Group R. An automatic sprinkler system installed in accordance with Section 903.3 of the International Fire Code shall be provided throughout all buildings with a Group R fire area.

(n) Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

- (i) Where a Group S-1 fire area exceeds 10,000 square feet;
- (ii) Where a Group S-1 fire area is located more than three stories above grade;~~or~~ plane.
- (iii) Where the combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.
- (iv) A Group S-1 occupancy used for storage of upholstered furniture or mattresses exceeds 2500 square feet (232 ms).

Repair Garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the International Building Code, as follows:

- (A) Buildings with a fire area containing a repair garage exceeding 10,000 square feet.

(B) Buildings with a repair garage servicing vehicles parked in the basement.

(C) A group S1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 5000 square feet (464 m²).

Bulk Storage of Tires. Buildings and structures where the area for the storage of tires exceeds 20,000 cubic feet shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 of the International Fire Code.

(o) Group S-2. An automatic sprinkler system shall be provided throughout buildings classified as an enclosed parking garage in accordance with Section 406.3 of the International Building Code or where located beneath other groups.

EXCEPTION: Enclosed parking garages located beneath Group R-3 occupancies.

(+) 1. Commercial Parking Garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial trucks or buses where the fire area exceeds 5,000 feet.

(p) Windowless Stories in All Occupancies. An automatic sprinkler system shall be installed in the locations set forth in Sections ~~903.2.10.1~~ 903.2.11.1 through ~~903.2.10.1.3~~ 903.2.11.3 in the International Fire Code.

EXCEPTION: Group R-3 and Group U.

(q) Rubbish and Linen Chutes. An automatic sprinkler system shall be installed as set forth in Section ~~903.2.10.2~~ 903.3.1.1 of the International Fire Code.

(r) Buildings 55 Feet or More in Height. An automatic sprinkler system shall be installed as set forth in Section ~~903.2.10.3~~ 903.2.11.3 of the International Fire Code.

(s) During Construction. Automatic sprinkler systems required during construction, alteration and demolition operations shall be provided in accordance with Section ~~4413~~ 3313 of the International Fire Code.

(t) Other Hazards. Automatic sprinkler protection shall be provided for the hazards indicated in Sections ~~903.2.12.1~~ 903.2.11.4 and ~~903.2.12.2~~ 903.2.11.5 in the International Fire Code.

(u) Other Required Suppression Systems. In addition to the requirements of Section 903.2 of the International Fire Code, the provisions indicated in Table ~~903.2.13~~ 903.2.11.6 of the International Fire Code also require the installation of a suppression system for certain buildings and areas.

(3) Installation Requirements. Automatic sprinkler systems shall be designed and installed in accordance with Sections 903.3.1 through 903.3.7 of the International Fire Code.

(4) Sprinkler system monitoring and alarms shall meet the requirements in accordance with Sections 903.4 of the International Fire Code.

(5) Testing and maintenance of sprinkler systems shall meet the requirements in accordance with Section 903.5 of the International Fire Code.

(6) Existing Buildings. The provisions of this section are intended to provide a reasonable degree of safety in existing structures not complying with the minimum requirements of the International Building Code by requiring installation of an automatic fire-extinguishing system in accordance with Section 903.6 of the International Fire Code.

Section Six. Oak Harbor Municipal Code Section 08.05.070, last adopted by §8 of Ordinance 1379 in 2004 is hereby amended to read as follows:

8.05.070 Automatic fire detection system requirements.

(1) Section 907 of the ~~IFC~~ International Fire Code shall be used as a guide for the installation, inspection, and maintenance of an acceptable minimum automatic fire-detection system when such system is required by this section, one copy of which is to be filed in the office of the city clerk, and by reference made a part of this chapter as if fully set out herein.

(2) When approved by the fire ~~chief~~ code official, and not otherwise required by the building or fire codes, an approved automatic sprinkler system may be substituted for an automatic fire detection system required herein.

(3) ~~The following Commercial buildings exceeding 2,500 square feet gross floor area~~ shall be equipped, as a minimum, with an automatic and/or manual fire detection system (throughout), that shall alert all occupants of the building when fire is detected and shall transmit an alarm for fire to a U.L. listed and approved monitoring station.

~~(a) Buildings that contain a Group A-1, A-2, A-3, A-4, or A-5 occupancy with an occupant load of 50 or more;~~

~~(b) Group B occupancies exceeding 2,500 square feet gross floor area;~~

~~(c) Group E occupancies with an occupant load of 50 or more;~~

~~(d) Group F occupancies exceeding 2,500 square feet gross floor area;~~

~~(e) Group H occupancies;~~

~~(f) Group I occupancies shall be equipped with a manual and automatic fire detection system in accordance with the IFC;~~

~~(g) Group M occupancies exceeding 2,500 square feet gross floor area;~~

~~(h) Group R occupancies;~~

~~(i) Group S occupancies exceeding 2,500 square feet gross floor area.~~

Section Seven. Oak Harbor Municipal Code Section 08.05.090, last adopted by §10 of Ordinance 1379 in 2004 is hereby amended to read as follows:

8.05.090 Regulations.

The fire ~~chief code official~~, with approval of the administrator, is authorized to make and enforce such rules and regulations as may be necessary to carry out the intent of this chapter. Three certified copies of the rules and regulations shall be filed with the clerk and shall be published by posting on the public bulletin at City Hall three weeks prior to effective date. Copies of regulations shall be available at the fire station upon request. Copies shall be supplied to city councilmembers on adoption.

Section Eight. Oak Harbor Municipal Code Section 08.05.100, last adopted by §11 of Ordinance 1379 in 2004 is hereby amended to read as follows:

8.05.100 Appeals.

Whenever the ~~chief fire code official of the department~~ shall disapprove an application or permit applied for, or when it is claimed that these provisions do not apply or that the true intent and meaning of these provisions have been misconstrued or wrongly interpreted, the applicant may appeal the decision to the fire ~~chief code official~~ within 30 days from the date of the decision to be appealed. Permits for development under this code are Type I review process.

Section Nine. Oak Harbor Municipal Code Section 08.10.140, last adopted by Ordinance 1321 in 2002 is hereby amended to read as follows:

8.10.140 Fire access – Fire apparatus access roads.

(1) Fire apparatus access roads shall be provided for every facility, building or portion of a building when any portion of an exterior wall of the first story is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building or facility. Exceptions:

- (a) When buildings are completely protected with an approved fire sprinkler system, the provisions may be modified by the ~~chief fire code official~~.
- (b) When access roads cannot be installed due to location on property, topography, or nonnegotiable grades, the ~~chief fire code official~~ may require additional fire protection systems.

(2) More than one fire apparatus access road shall be required when it is determined by the ~~chief fire code official~~ that access by a single road might be impaired by vehicle congestion or other factors that could limit access.

(3) Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet, six inches. Exception:

- (a) Vertical clearance may be reduced when approved and signs are installed and maintained indicating the established vertical clearance.

(4) Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus as necessary and shall be provided with an all weather driving surface. Inside the

city, a paved surface is required. A time period for paving fire apparatus access roads may be established at time of annexation.

(5) Fire apparatus access roads shall have a turning radius of not less than 40 feet and a maximum grade of 10 percent.

(6) Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for turning around of fire apparatus.

(7) Bridges used as part of fire apparatus access roads shall be approved and maintained in accordance with nationally recognized standards. Vehicle load limits shall be posted at both entrances to bridges.

(8) Traffic calming devices shall be prohibited unless approved by the fire code official.

~~(8)~~(9) When required by the chief fire code official, approved signs or other approved notices shall be provided and maintained for fire apparatus access roads to identify such roads and prohibit obstruction by parking or other obstructions. See general operating provisions.

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

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

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

Valerie J. Loffler, City Clerk

Grant K. Weed, Interim City Attorney

Introduction:
Adopted:
Published:

City of Oak Harbor City Council Agenda Bill

Bill No. 5.a.
Date: June 18, 2013
Subject: Bond Ordinance: public hearing

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 presents an ordinance drafted to refund (refinance) the City's outstanding 2004 Water/Sewer bonds. A public hearing is scheduled to receive citizen input.

AUTHORITY

The City has authority under RCW 35A.11.020 to regulate its internal affairs and to provide for the improvement of public ways in the rendering of local social, cultural, recreational, educational, governmental, or corporate services, including operating and supplying of utilities and municipal services commonly or conveniently rendered by cities or towns and authority under RCW 35A.40.080 to issue bonds, coupons and warrants and other forms of debt.

FISCAL IMPACT DESCRIPTION

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

SUMMARY STATEMENT

In 2004, the City of Oak Harbor issued \$2,865,000 in revenue bonds to finance the construction of numerous infrastructure improvements to the City's sewer system, including the repair of the sewer lagoon liner at the Seaplane Base. Due to advantageous changes in the municipal bond environment, Finance recommends that the City of Oak Harbor perform a refunding, or refinancing, of the \$1,670,000 remaining bonds outstanding of the 2004 Water Sewer Revenue Bond issue.

To refinance municipal bonds, the City will issue a new set of lower interest rate bonds approximately equal in amount to the existing bonds. The money received from the sale of the new bonds is, in turn, used to "call" and pay off the more expensive older bonds. The net effect is a nearly identical bond issue, except that the effective interest rate is lower. In the case of this proposed refunding, the City will save approximately \$154,138 in interest, net of refunding costs, over the remaining life of the bond issue. The final interest rates will be set on the date of closing, which is tentatively scheduled for July 27, 2013.

The City Council is being asked to adopt the bond ordinance authorizing the sale of the new bonds, and for the interest rates to be finalized on the bond certificates. Attached to this agenda bill is a draft ordinance as prepared by our bond attorneys at Foster Pepper.

City of Oak Harbor City Council Agenda Bill

STANDING COMMITTEE REPORT

Not applicable at this time.

RECOMMENDED ACTION

1. Hold public hearing.
2. Adopt Ordinance 1658.

ATTACHMENTS

1. Draft bond ordinance.

CITY OF OAK HARBOR, WASHINGTON

ORDINANCE NO. 1658

AN ORDINANCE of the City of Oak Harbor, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$[2,500,000] aggregate principal amount of water and sewer revenue refunding bonds to provide funds to advance refund the callable portion of the City's Water and Sewer Revenue Bonds, 2004, and to pay the administrative costs of such refunding and the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed June 18, 2013

This document prepared by:

*Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
(206) 447-4400*

TABLE OF CONTENTS*

Section 1. Definitions..... 1

Section 2. Findings and Determinations 7

Section 3. Authorization of Bonds..... 8

Section 4. Description of the Bonds; Appointment of Designated Representative 8

Section 5. Bond Registrar; Registration and Transfer of Bonds..... 8

Section 6. Form and Execution of Bonds 9

Section 7. Payment of Bonds 10

Section 8. Redemption Provisions and Purchase of Bonds 10

Section 9. Failure To Pay Bonds..... 11

Section 10. The Bond Fund; Payments into Bond Fund..... 11

Section 11. Rate Stabilization Fund..... 13

Section 12. Pledge of Revenue and Lien Position 13

Section 13. Flow of Funds 13

Section 14. Covenants..... 14

Section 15. Provisions for Future Parity Bonds..... 15

Section 16. Tax Covenants; Designation of Bonds as “Qualified Tax-Exempt Obligations” 16

Section 17. Refunding or Defeasance of the Bonds 16

Section 18. Use of Bond Proceeds..... 17

Section 19. Refunding of the Refunded Bonds..... 17

Section 20. Sale and Delivery of the Bonds. 20

Section 21. Official Statement; Continuing Disclosure..... 20

Section 22. Supplemental and Amendatory Ordinances..... 20

Section 23. General Authorization and Ratification 22

Section 24. Severability 23

Section 25. Effective Date of Ordinance 23

Exhibit A Parity Conditions

Exhibit B Parameters for Final Terms

Exhibit C Form of Undertaking to Provide Continuing Disclosure

**The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF OAK HARBOR, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Oak Harbor, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$[2,500,000] aggregate principal amount of water and sewer revenue refunding bonds to provide funds to advance refund the callable portion of the City's Water and Sewer Revenue Bonds, 2004, and to pay the administrative costs of such refunding and the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

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

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) *"2004 Bonds"* means the Water and Sewer Revenue Bonds, 2004, in the original aggregate principal amount of \$2,865,000, authorized to be issued by Ordinance No. 1397.

(b) *"Acquired Obligations"* means those United States Treasury Certificates of Indebtedness, Notes, and Bonds--State and Local Government Series and other direct, noncallable obligations of the United States of America purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

(c) *"Annual Debt Service"* for the applicable series of Parity Bonds for any year means all the interest, plus all principal (except principal of Term Bonds due in any Term Bond Maturity Year), and plus all mandatory redemption installments and Sinking Fund Installments for that year, less all bond interest payable from the proceeds of any such bonds in that year.

(d) *"Assessment Bonds"* means the original principal amount of any issue of Parity Bonds equal to the total principal amount (or, if refunding bonds, the remaining unpaid principal amount) of ULID Assessments on any final assessment roll or rolls of one or more ULIDs formed in connection with the improvements being financed by such issue of bonds (or bonds being refunded). The original principal amount of such issue of bonds in excess of Assessment Bonds shall be referred to as "bonds (or Bonds) that are not Assessment Bonds." Assessment Bonds shall be allocated to each \$5,000.00 of bonds in proportion to their percentage of the entire issue of bonds. When a bond of any issue of Parity Bonds containing Assessment Bonds is redeemed or purchased, and retired, the same percentage of that bond as the percentage of Assessment Bonds is to the total issue of those bonds shall be treated as Assessment Bonds being redeemed or purchased and retired.

(e) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity.

(f) “*Average Annual Debt Service*” means, as of any calculation date, the sum of the Annual Debt Service for the remaining years to the last scheduled maturity of the applicable series of bonds divided by the number of those years, except that for purposes of computing the Reserve Requirement the estimated amount of bonds to be redeemed prior to maturity may be taken into account if required under federal arbitrage regulations.

(g) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(h) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.

(i) “*Bond Counsel*” means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(j) “*Bond Fund*” means that special fund of the City known as the Water and Sewer Revenue Bond Fund, 1990, created by Ordinance No. 853 for the payment of the principal of and interest on the Parity Bonds.

(k) “*Bond Purchase Agreement*” means an offer to purchase the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of the Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.

(l) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of the each Bond.

(m) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(n) “*City*” means the City of Oak Harbor, Washington, a municipal corporation duly organized and existing under the laws of the State.

(o) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(p) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(q) “*Contract Resource Obligation*” means payments made to any other municipal corporation for water or water service or for sewage treatment and disposal service (or for garbage and refuse collection and disposal, if a refuse collection and disposal system hereafter is combined with the Waterworks Utility) in the event the City enters into a contract for such services.

(r) “*Coverage Requirement*” means, for Parity Bonds that are not Assessment Bonds, Net Revenue, together with the collection of ULID Assessments, at least equal to 1.25 times the Annual Debt Service in that year on the Parity Bonds. For purposes of determining the Coverage Requirement for the issuance of Future Parity Bonds having variable interest rates, such bonds shall be assumed to bear interest at a fixed rate equal to the higher of 10% and the highest variable rate borne by any outstanding variable rate water and sewer revenue bonds of the City during the preceding 24 months or, if no such variable rate bonds are outstanding at the time of calculation but are then proposed to be issued, the rate borne by other variable rate debt the interest rate for which is determined by reference to an index comparable to the index to be used to determine the interest rate on the Future Parity Bonds to be issued. ***Upon the redemption or defeasance of all outstanding 2004 Bonds, the following sentence shall be added: If any Assessment Bonds are outstanding, the Coverage Requirement shall also mean an amount of ULID Assessments (plus Net Revenue remaining after meeting the coverage requirement in the first sentence of this paragraph) at least equal to 1.0 times the Annual Debt Service in that year on all Parity Bonds that are Assessments Bonds.***

(s) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(t) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(u) “*Final Terms*” means the terms and conditions for the sale of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds (if the refunding bonds are issued for savings purposes).

(v) “*Finance Officer*” means the Finance Director or such other officer of the City who succeeds to substantially all of the responsibilities of that office.

(w) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(x) “*Future Parity Bonds*” means any and all Waterworks Utility revenue bonds of the City issued after the date of the issuance of the Bonds, the payment of the principal of and interest on which constitutes a charge or lien on the Gross Revenue of the Waterworks Utility and ULID Assessments equal in rank with the charge and lien upon such revenue and assessments required to be paid into the Bond Fund to pay and secure the payment of the principal of and interest on the Outstanding Parity Bonds and the Bonds.

(y) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(z) “*Gross Revenue of the Waterworks Utility*” or “*Gross Revenue*” means all of the earnings and revenues received by the City from the maintenance and operation of the Waterworks Utility and all earnings from the investment of money on deposit in the Bond Fund,

except ULID Assessments, government grants, City taxes, principal proceeds of bonds and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund Waterworks Utility obligations (until commingled with other earnings and revenues of the Waterworks Utility) or held in a special account for the purpose of paying a rebate to the United States Government under the Code.

(aa) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(bb) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated November 16, 2004, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(cc) “*Maintenance and Operation Expense*” means all reasonable expenses incurred by the City in causing the Waterworks Utility of the City to be operated and maintained in good repair, working order and condition, but shall not include any depreciation or taxes levied or imposed by the City or payments to the City in lieu of taxes. Maintenance and Operation Expense shall also include all Contract Resource Obligations and fire and extended coverage insurance premiums.

(dd) “*Maximum Annual Debt Service*” means, as of any calculation date, the maximum amount of Annual Debt Service which will mature or come due in the current calendar year or any future calendar year.

(ee) “*MSRB*” means the Municipal Securities Rulemaking Board.

(ff) “*Net Revenue of the Waterworks Utility*” or “*Net Revenue*” means the Gross Revenue less Maintenance and Operation Expense. ***Upon the redemption or defeasance of all outstanding 2004 Bonds, “Net Revenue of the Waterworks Utility” or “Net Revenue” means Gross Revenue: (a) less (1) Maintenance and Operation Expense and (2) deposits into the Rate Stabilization Fund; and (b) plus withdrawals from the Rate Stabilization Fund.***

(gg) “*Outstanding Parity Bonds*” means the outstanding 2004 Bonds not included in the Refunding Plan.

(hh) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(ii) “*Parity Bonds*” means the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

(jj) “*Parity Conditions*” means the conditions for issuing Future Parity Bonds set forth in Exhibit A to this ordinance, which is incorporated herein by this reference.

(kk) “*Principal and Interest Account*” means the account of that name created in the Bond Fund for the payment of the principal of and interest on the Parity Bonds.

(ll) “*Purchaser*” means Seattle-Northwest Securities Corporation of Seattle, Washington, its successor, or such other purchaser of the Bonds whose offer is accepted by the Designated Representative in accordance with this ordinance.

(mm) “*Rate Stabilization Fund*” means the Waterworks Utility Rate Stabilization Fund authorized to be created by Section 11 of this ordinance.

(nn) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(oo) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 8.

(pp) “*Redemption Date*” means the date fixed for redemption of the Refunded Bonds.

(qq) “*Refunded Bonds*” means the outstanding \$1,670,000 aggregate principal amount of the 2004 Bonds maturing on September 1 of each of the years 2015 through 2019, inclusive, and 2024, and bearing interest at rates ranging from 3.90% to 4.55%, or any portion thereof included in the Refunding Plan by the Designated Representative.

(rr) “*Refunding Plan*” means (as further described in the Refunding Trust Agreement):

(1) the placement with the Refunding Trustee of sufficient proceeds of the Bonds which, together with other money of the City, if necessary, will acquire the Acquired Obligations to be deposited, with cash, if necessary;

(2) the application of the principal of and interest on those Acquired Obligations (and any other cash balance) to the call, payment and redemption of the Refunded Bonds on the Redemption Date at a price of par plus any accrued interest; and

(3) the payment of the costs of issuing the Bonds and the costs of carrying out the foregoing elements of the Refunding Plan.

(ss) “*Refunding Trust Agreement*” means the Refunding Trust Agreement between the City and the Refunding Trustee in a form consistent with the provisions of this ordinance.

(tt) “*Refunding Trustee*” means the entity chosen to serve as Refunding Trustee pursuant to Section 19.

(uu) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book–entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(vv) “*Reserve Account*” means the account of that name created in the Bond Fund for the purpose of securing the payment of the principal of and interest on the Parity Bonds.

(ww) “*Reserve Requirement*” means (1) for the Outstanding Parity Bonds and the Bonds an amount of cash and investments equal to the least of Maximum Annual Debt Service, 125% of Average Annual Debt Service or 10% of the issue price of the Outstanding Parity Bonds and the Bonds; and (2) for any Future Parity Bonds, an amount of cash and investments equal to the least of Maximum Annual Debt Service, 125% of Average Annual Debt Service or 10% of the issue price of the Future Parity Bonds. For the purpose of calculating the Reserve Requirement for the issuance of Future Parity Bonds bearing interest at a variable rate, the interest rate on such bonds shall be assumed to be the interest rate effective on those Future Parity Bonds on the date of their issuance.

In lieu of a deposit of cash and permitted investments, the City may substitute insurance equal to the Maximum Annual Debt Service of the Parity Bonds, but no insurance may be used unless the insurer is rated by Moody’s Investors Service, Inc., and by Standard & Poor’s at one of the highest ratings given to insurers. ***Upon redemption or defeasance of all outstanding 2004 Bonds, this entire paragraph shall be revised to read as follows: In lieu of a deposit of cash and permitted investments, the City may substitute insurance equal to the Maximum Annual Debt Service of the Parity Bonds, but no insurance may be used unless the insurer is rated, at the time of acquisition of the policy, at a credit rating equal to or better than the highest two rating categories by Moody’s Investors Service, Inc., or by Standard & Poor’s (without regard to gradations within those categories).***

(xx) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(yy) “*SEC*” means the United States Securities and Exchange Commission.

(zz) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(aaa) “*Sinking Fund Installment*” or “*Sinking Fund Installments*” means, in any one year, the principal of the Outstanding Parity Bonds, Bonds or Future Parity Bonds designated in the ordinances authorizing their respective issuance and sale as Sinking Fund Installments for that year.

(bbb) “*State*” means the State of Washington.

(ccc) “*System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 789 of the City.

(ddd) “*Term Bond Maturity Year*” means any year in which Term Bonds are scheduled to mature.

(eee) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase

Agreement/Contract. For any Outstanding Parity Bonds or Future Parity Bonds, “*Term Bonds*” means those bonds of any single issue or series designated as Term Bonds pursuant to the ordinance authorizing their issuance or sale and which are subject to mandatory prior redemption or for which mandatory sinking fund installments are provided.

(fff) “*ULID*” means Utility Local Improvement District.

(ggg) “*ULID Assessments*” means all assessments levied and collected in any ULID of the City created for the acquisition or construction of additions to and extensions and betterments of the Waterworks Utility, if such assessments are pledged to be paid into the Bond Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments shall include installments thereof and any interest or penalties which may be due thereon.

(hhh) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 21 of this ordinance.

(iii) “*Waterworks Utility*” of the City means the waterworks system of the City and system of sewerage of the City combined pursuant to Ordinance No. 853 and all additions thereto and betterments and extensions thereof at any time made and shall include any storm and surface water systems or garbage and refuse collection and disposal system hereafter combined with the Waterworks Utility.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Background.* The City now owns and operates a waterworks system and a sanitary sewer system, which systems were combined by Ordinance No. 853 of the City into a combined utility (the “Waterworks Utility”).

(b) *Outstanding Parity Bonds.* Pursuant to Ordinance No. 853, the City heretofore issued and sold its Water and Sewer Revenue Bonds, 1990 (the “1990 Bonds”) (all of which have been paid and retired), and reserved the right to issue additional Waterworks Utility revenue bonds which would constitute a lien and charge upon the Net Revenue of the Waterworks Utility and ULID Assessments on a parity with those bonds if the Parity Conditions are met. The 2004 Bonds are the only obligations outstanding payable from the Net Revenue and ULID Assessments.

(c) *Purpose of Financing.* Pursuant to Ordinance No. 1397, the City issued the 2004 Bonds for the purpose of financing a plan of additions to the Waterworks Utility and reserved the right to redeem the 2004 Bonds prior to their maturity at any time on or after September 1, 2014, at a price of par plus accrued interest to the date fixed for redemption. After due consideration, it appears to the City Council that in order to realize a debt service savings to the City and its ratepayers, it is in the City’s best interest to carry out the Refunding Plan.

(d) *Sufficiency of Gross Revenue.* The City Council finds and determines that the Gross Revenue of the Waterworks Utility and benefits to be derived from the operation and maintenance of the Waterworks Utility at the rates to be charged for services from the

Waterworks Utility will be more than sufficient to meet all Maintenance and Operation Expense and to permit the setting aside into the Bond Fund out of the Gross Revenue of amounts sufficient to pay the principal of and interest on the Outstanding Parity Bonds and the Bonds when due. The City Council declares that in fixing the amounts to be paid into the Bond Fund under this ordinance it has exercised due regard for Maintenance and Operation Expense and has not obligated the City to set aside and pay into the Bond Fund a greater amount of Gross Revenue of the Waterworks Utility than in its judgment will be available over and above such Maintenance and Operation Expense.

(e) *Satisfaction of Parity Conditions.* The City Council finds and declares that the amounts required to have been paid into the Bond Fund for the Outstanding Parity Bonds have been paid and maintained as required therein, and that all other Parity Conditions for the issuance of the Bonds as Future Parity Bonds will have been met and satisfied before the Bonds are delivered to the original purchaser thereof.

(f) *Issuance of the Bonds.* For the purpose of providing the funds necessary to carry out the Refunding Plan, the City Council finds that it is in the best interests of the City and its ratepayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City's Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. For the purpose of providing funds necessary to carry out the Refunding Plan, the City shall issue and sell water and sewer revenue refunding bonds in the aggregate principal amount of not to exceed \$[2,500,000].

Section 4. Description of the Bonds; Appointment of Designated Representative. The Finance Director is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit B, which is attached to this ordinance and incorporated by this reference..

Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of

its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* DTC is appointed as initial Securities Depository. Each Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who,

on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate Of Authentication. This Bond is one of the fully registered City of Oak Harbor, Washington, [Name of Issue].” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit B.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit B, if not previously redeemed under any optional redemption provisions, defeased or purchased and surrendered for cancellation under the provisions set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement/Contract. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase prices) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity are to be

redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Officer shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 9. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity date or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 10. The Bond Fund; Payments into Bond Fund.

(a) *Payments Into the Bond Fund.* The Bond Fund has been created in the office of the Finance Director, which fund has been divided into the Principal and Interest Account and the Reserve Account. So long as any Outstanding Parity Bonds, Bonds or Future Parity Bonds are outstanding against the Bond Fund, the City shall set aside and pay into the Bond Fund all ULID Assessments on their collection and, out of the Net Revenue of the Waterworks Utility, certain fixed amounts without regard to any fixed proportion, namely:

- (1) Into the Principal and Interest Account prior to each interest or principal and interest payment or mandatory redemption date an amount, together with other money on deposit therein, sufficient to pay the interest or principal and interest or mandatory redemption requirement next coming due; and
- (2) Into the Reserve Account, to the extent not funded on the date of issue from Bond proceeds or the purchase of a reserve insurance policy, an amount necessary to fund the Reserve Requirement for the Bonds in not more than five approximately equal annual installments.

Except for withdrawals therefrom as authorized herein, the Reserve Account shall be maintained at such total Reserve Requirement amount for Parity Bonds at all times so long as any of such bonds are outstanding. When the total amount in the Bond Fund equals the total amount of principal and interest for all outstanding Parity Bonds to the last maturity thereof, no further payment need be made into the Bond Fund.

In the event that there is a deficiency in the Principal and Interest Account in the Bond Fund to meet maturing installments of either principal or interest, as the case may be, such deficiency shall be made up from the Reserve Account by the withdrawal of cash therefrom for that purpose. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up from ULID Assessment payments and the Net Revenue of the Waterworks Utility first available after making necessary provisions for the required payments into the Principal and Interest Account. The money in the Reserve Account shall otherwise be held intact and may be applied against the last outstanding Parity Bonds, except that if the Reserve Account is fully funded, any money in excess of the Reserve Requirement may be withdrawn and expended for the purpose of retiring Parity Bonds or for any other lawful Waterworks Utility purpose.

The City may provide for the purchase, redemption or defeasance of bonds payable from the Bond Fund by the use of money on deposit in any account in the Bond Fund as long as the money remaining in those accounts is sufficient to satisfy the required deposits in those accounts for the remaining bonds outstanding payable from the Bond Fund.

The City may create sinking fund accounts or other accounts in the Bond Fund for the payment or securing the payment of bonds payable from the Bond Fund as long as the maintenance of such accounts does not conflict with the rights of the owners of bonds payable from the Bond Fund.

If the City fails to set aside and pay into the Bond Fund the amounts set forth above, the owner of any of the outstanding Parity Bonds may bring action against the City and compel such setting aside and payment.

(b) *Investment of Money in Bond Fund.* All money in the Bond Fund may be kept in cash or invested in legal investments maturing not later than the date when the funds are required for the payment of principal of or interest on Parity Bonds (for investments in the Principal and Interest Account) or having a guaranteed redemption price prior to maturity and, in no event, maturing later than the last maturity of any remaining Parity Bonds (for investments in the Reserve Account). Earnings from investments in the Principal and Interest Account shall be deposited in that account. Income from investments in the Reserve Account shall be deposited in that account until the amount therein is equal to the Reserve Requirement of all Parity Bonds and thereafter shall be deposited in the Principal and Interest Account.

Section 11. Rate Stabilization Fund. The City may, at any time after the outstanding 2004 Bonds are redeemed or defeased, establish a Waterworks Utility Rate Stabilization Fund. The City may at any time, as determined by the City and as consistent with Section 13 of this ordinance, deposit in the Rate Stabilization Fund Gross Revenue and any other money received by the Waterworks Utility and available to be so deposited, excluding principal proceeds of any Future Parity Bonds or other borrowing. No deposit of Gross Revenue shall be made into the Rate Stabilization Fund to the extent that such deposit would prevent the City from meeting the Coverage Requirement in the relevant fiscal year.

The City may, upon authorization by ordinance, at any time withdraw money from the Rate Stabilization Fund for inclusion in the Net Revenue for the then-current fiscal year of the Waterworks Utility, except that the total amount withdrawn from the Rate Stabilization Fund in any fiscal year of the Waterworks Utility may not exceed the total debt service of the Waterworks Utility in that year. Such deposits or withdrawals may be made up to and including the date 90 days after the end of the fiscal year for which the deposit or withdrawal will be included as Net Revenue for that fiscal year.

Earnings from investments in the Rate Stabilization Fund shall be deposited in that fund and shall not be included as Net Revenue of the Waterworks Utility unless and until withdrawn from that fund as provided herein. The City may also deposit earnings from investments in the Rate Stabilization Fund into any Waterworks Utility fund as authorized by ordinance, and such deposits shall be included as Net Revenue in the year of deposit.

Section 12. Pledge of Revenue and Lien Position. The Net Revenue of the Waterworks Utility and ULID Assessments are pledged to the payment of Parity Bonds, and the pledge with respect to Parity Bonds shall constitute a lien and charge upon such Net Revenue and ULID Assessments prior and superior to any other charges whatsoever.

Section 13. Flow of Funds.

(a) All ULID Assessments shall be paid into the Bond Fund. The Gross Revenue of the Waterworks Utility shall be paid into the Water and Sewer Funds of the City previously

established in the office of the Finance Director and shall be used for the following purposes only and shall be applied in the following order of priority:

- (1) To pay the Maintenance and Operation Expense;
- (2) To pay the interest on the Parity Bonds;
- (3) To pay the principal of the Parity Bonds;
- (4) To make all payments required to be made into any sinking fund account created to provide for the payment of the principal of Term Bonds;
- (5) To make all payments required to be made into the Reserve Account;
- (6) To make all payments required to be made into any revenue bond redemption fund or warrant redemption fund and debt service account or reserve account created to pay or secure the payment of the principal of and interest on any revenue bonds, or revenue warrants or other revenue obligations of the City having a lien upon the revenue of the Waterworks Utility junior and inferior to the lien thereon for the payment of the principal of and interest on the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds; and
- (7) To retire by redemption or purchase in the open market any outstanding revenue bonds or other revenue obligations of the Waterworks Utility, to make necessary additional betterments, improvements and repairs to or extensions and replacements of the Waterworks Utility, or for any other lawful City purposes. ***Upon the redemption or defeasance of all outstanding 2004 Bonds, there shall be added to this paragraph the authorization to make deposits into the Rate Stabilization Fund.***

(b) The City may transfer any money from any funds or accounts of the Waterworks Utility legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds, to meet the required payments to be made into the Bond Fund.

Section 14. Covenants. The City covenants and agrees with the owner of each Bond at any time outstanding, as follows:

- (a) *ULID Assessments*. All ULID Assessments shall be paid into the Bond Fund.
- (b) *Establishment and Collection of Rates and Charges*. It will establish, maintain and collect such rates and charges for Waterworks Utility service so long as any of the Parity Bonds are outstanding which will make available Net Revenue, together with ULID Assessments, at least equal to the Coverage Requirement.
- (c) *Maintenance and Operation*. It will at all times maintain and keep the Waterworks Utility in good repair, working order and condition, and also will at all times operate that Utility and the business in connection therewith in an efficient manner and at a reasonable cost. It will pay all Maintenance and Operation Expense and the debt service requirements of the Parity Bonds and otherwise meet the obligations of the City as set forth in this ordinance.

(d) *Sale or Disposition of the Waterworks Utility.* It will not sell, lease, mortgage, or in any manner encumber or dispose of all of the property of the Waterworks Utility unless provision is made for the payment into the Bond Fund of an amount sufficient to pay the principal of and interest on the Parity Bonds then outstanding and that it will not sell, lease, mortgage, or in any manner encumber or dispose of any part of the property of the Waterworks Utility that is used, useful and material to the operation thereof, unless provision is made for replacement thereof, or for payment into the Bond Fund of the total amount of revenue received from such disposition which shall not be less than an amount which shall bear the same ratio to the amount of the Parity Bonds then outstanding as the Gross Revenue available for debt service for such outstanding bonds for the twelve months preceding such sale, lease, encumbrance or disposal from the portion of the utility sold, leased, encumbered or disposed of bears to the Gross Revenue available for debt service for the Parity Bonds from the entire Waterworks Utility for the same period. Any such money so paid into the Bond Fund shall be used to retire such Parity Bonds at the earliest possible date.

(e) *Books and Accounts.* While any of the Bonds remain outstanding, it will keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the Waterworks Utility, and it will furnish the original purchaser or purchasers of the Bonds or any subsequent owner or owners thereof, at the written request of such owner or owners, operating and income statements of the Waterworks Utility in reasonable detail covering any calendar year within a reasonable time after the close of such calendar year. The City will grant any owner or owners of at least 25% of the outstanding Bonds the right at all reasonable times to inspect the entire Waterworks Utility and all records, accounts and data of the City relating thereto. Upon request of any owner of any of the Bonds, it also will furnish to such owner a copy of the most recently completed audit of the City's accounts by the State Auditor of Washington, or such other audit as is authorized by law in lieu thereof.

(f) *No Free Service.* Except as permitted by law in the aid of the poor and infirm, it will not furnish Waterworks Utility service to any customer whatsoever free of charge and will promptly take legal action to enforce collection of all delinquent accounts.

(g) *Fire and Extended Coverage Insurance.* It will carry the type of insurance on its Waterworks Utility property in the amounts normally carried by similar water and sewer utility companies engaged in the operation of water and sewerage systems, and the cost of such insurance shall be considered part of the operating and maintaining of such utility or, in lieu thereof, may self insure or participate in a joint intergovernmental insurance pool assuring the same coverage as is carried by similar water and sewerage companies.

Section 15. Provisions for Future Parity Bonds. The City reserves the right to issue Future Parity Bonds if the Parity Conditions are met and complied with at the time of the issuance of those Future Parity Bonds. Nothing herein contained shall prevent the City from issuing water and sewer revenue bonds which are a charge upon the Gross Revenue of the Waterworks Utility of the City junior or inferior to the payments required to be made therefrom into the Bond Fund for the payment of the Parity Bonds or from pledging the payment of utility local improvement district assessments into the bond redemption fund created for the payment of the principal of and interest on those junior lien bonds as long as such utility local improvement

district assessments are levied for improvements constructed from the proceeds of those junior lien bonds.

Section 16. Tax Covenants; Designation of Bonds as “Qualified Tax-Exempt Obligations.”

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Officer is authorized and directed to #[adopt and implement/review and update]# the City’s written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) *Designation of Bonds as “Qualified Tax-Exempt Obligations.”* The Bonds may be designated as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

- (1) the Bonds are not “private activity bonds” within the meaning of Section 141 of the Code;
- (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Bonds are issued will not exceed \$10,000,000; and
- (3) the amount of tax-exempt obligations, including the Bonds, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Bonds are issued does not exceed \$10,000,000.

Section 17. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or

times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be give, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 18. Use of Bond Proceeds. On the Issue Date, proceeds of the Bonds allocable to the Refunding Plan shall be deposited with the Refunding Trustee in accordance with Section 19 of this ordinance and, if required and determined by the Designated Representative, proceeds of the Bonds may be deposited in the Reserve Account to satisfy a portion of the Reserve Requirement.

Section 19. Refunding of the Refunded Bonds.

(a) *Appointment of Refunding Trustee*. The Designated Representative is authorized and directed to appoint an entity to serve as Refunding Trustee, which entity shall be qualified to perform the duties of Refunding Trustee under this ordinance.

(b) *Use of Bond Proceeds for Refunding Plans; Acquisition of Acquired Obligations*. All of the proceeds of the sale of the Bonds allocated to the Refunding Plan shall be deposited immediately upon the receipt thereof with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds under Ordinance No. 1397 by providing for the payment of the amounts required to be paid by the Refunding Plans. To the extent practicable, such obligations shall be discharged fully by the Refunding Trustee's simultaneous purchase of the Acquired Obligations, bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amounts required to be paid by the Refunding Plan. The Acquired Obligations shall be listed and more particularly described in an exhibit attached to the Refunding Trust Agreement, but are subject to substitution as set forth below. Any Bond proceeds or other money deposited with the Refunding Trustee not needed to purchase the Acquired Obligations and provide a beginning cash balance, if any, and pay the costs of issuance of the Bonds shall be returned to the City at the time of delivery of the Bonds to the Purchaser for deposit in the Principal and Interest Account to pay interest on the Bonds on the first interest payment date.

(c) *Substitution of Acquired Obligations*. Prior to the purchase of any Acquired Obligations by the Refunding Trustee, the City reserves the right to substitute other direct, noncallable obligations of the United States of America ("Substitute Obligations") for any of the Acquired Obligations and to use any savings created thereby for any lawful City purpose if, (1)

in the opinion of Bond Counsel the interest on the Bonds and the Refunded Bonds will remain excluded from gross income for federal income tax purposes under Sections 103, 148 and 149(d) of the Code, and (2) such substitution shall not impair the timely payment of the amounts required to be paid by the Refunding Plan, as verified by a nationally recognized independent certified public accounting firm.

After the purchase of the Acquired Obligations by the Refunding Trustee, the City reserves the right to substitute therefor cash or Substitute Obligations subject to the conditions that such cash or Substitute Obligations held by the Refunding Trustee shall be sufficient to carry out the Refunding Plan, that such substitution will not cause the Bonds and the Refunded Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and regulations thereunder in effect on the date of such substitution and applicable to obligations issued on the Issue Date, and that the City obtain, at its expense: (1) verification by a nationally recognized independent certified public accounting firm acceptable to the Refunding Trustee confirming that the payments of principal of and interest on the Substitute Obligations, if paid when due, and any other money held by the Refunding Trustee will be sufficient to carry out the Refunding Plan; and (2) an opinion from Bond Counsel to the effect that the disposition and substitution or purchase of such Substitute Obligations, under the statutes, rules and regulations then in force and applicable to the Bonds and the Refunded Bonds, will not cause the interest on the Bonds or the Refunded Bonds to be included in gross income for federal income tax purposes and that such disposition and substitution or purchase is in compliance with the statutes and regulations applicable to the Bonds and the Refunded Bonds. Any surplus money resulting from the sale, transfer, other disposition or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the City to be used for any lawful City purpose.

(d) *Administration of Refunding Plan.* The Refunding Trustee is authorized and directed to purchase the Acquired Obligations (or Substitute Obligations) and to make the payments required to be made by the Refunding Plan from the Acquired Obligations (or Substitute Obligations) and money deposited with the Refunding Trustee pursuant to this ordinance. All Acquired Obligations (or Substitute Obligations) and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of Ordinance No. 1397, this ordinance, chapter 39.53 RCW and other applicable statutes of the State and the Refunding Trust Agreement. All necessary and proper fees, compensation and expenses of the Refunding Trustee for the Bonds and all other costs incidental to the setting up of the escrow to accomplish the refunding of the Refunded Bonds and costs related to the issuance and delivery of the Bonds, including bond printing, verification fees, bond counsel's fees and other related expenses, shall be paid out of the proceeds of the Bonds.

(e) *Authorization for Refunding Trust Agreement.* To carry out the Refunding Plans provided for by this ordinance, the Designated Representative is authorized and directed to execute and deliver to the Refunding Trustee a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the payment, redemption and retirement of the Refunded Bonds as provided herein and stating that the provisions for payment of the fees, compensation and expenses of such Refunding Trustee set forth therein are satisfactory to the Refunding Trustee.

(f) *Call for Redemption of the Refunded Bonds.* The Designated Representative is authorized to call, on behalf of the City, the Refunded Bonds for redemption on their Redemption Date in accordance with Ordinance No. 1397 and this ordinance. In addition to such other information as may be necessary or convenient, the call for redemption shall specify the name of the Refunded Bonds being called, their maturity dates, their Redemption Date and redemption price (expressed as a percentage of par, plus accrued interest), and shall be irrevocable after the Bonds are delivered to the Purchaser. The proper officials of the City are authorized and directed to give or cause to be given such notices as required, at the times and in the manner required pursuant to the Refunded Bond Ordinances in order to effect the redemption prior to their maturity of the Refunded Bonds.

(g) *City Findings with Respect to Refunding.* Prior to approving the sale of the Bonds, the Designated Representative shall make the following determinations in writing:

- (1) The Redemption Date is the earliest practical date on which the Refunded Bonds may be called for redemption.
- (2) The savings that will be effected (as measured by the difference between the principal and interest cost over the life of the Bonds and the principal and interest cost over the life of the Refunded Bonds but for such refunding) will be at least the percentage set forth in Exhibit B. In making such findings and determinations, the Designated Representative has given consideration to the fixed maturities of the Bonds and the Refunded Bonds, the costs of issuance of the Bonds and the known earned income from the investment of the proceeds of the issuance and sale of the Bonds pending payment and redemption of the Refunded Bonds.
- (3) The Refunding Plan will be effected by the issuance and sale of the Bonds and the application of the proceeds of such Bonds (together with other money of the City, if necessary) to carrying out that Refunding Plan and that the money to be deposited with the Refunding Trustee for the Refunded Bonds in accordance with the Refunding Plan will be sufficient (together with interest earned on the Acquired Obligations) to discharge and satisfy the obligations of the City under the Ordinance No. 1397.

The City Council finds and determines that the money to be deposited with the Refunding Trustee for the Refunded Bonds in accordance with this Section 19 and upon the determination made by the Designated Representative pursuant to subsection (g) of this section will discharge and satisfy the obligations of the City under Ordinance No. 1397 with respect to the Refunded Bonds and the pledges, charges, trusts, covenants and agreements of the City therein made or provided for as to the Refunded Bonds, and that the Refunded Bonds shall no longer be deemed to be outstanding under Ordinance No. 1397 immediately upon the deposit of such money with the Refunding Trustee.

Section 20. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell the Bonds by negotiated sale to the Purchaser, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City. The Bond Purchase Agreement shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(b) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 21. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review the form of the preliminary official statement prepared in connection with the Bonds to the public. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, the Designated Representative is authorized to deem that preliminary official statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary official statement that has been deemed final in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final official statement for the Bonds to be sold to the public in the form of the preliminary official statement, with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final official statement to the Purchaser. The City authorizes and approves the distribution by the Purchaser of that final official statement to purchasers and potential purchasers of the Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of the Bonds in substantially the form attached as Exhibit C.

Section 22. Supplemental and Amendatory Ordinances. This ordinance shall not be modified or amended in any respect subsequent to the initial issuance of the Bonds, except as provided in and in accordance with and subject to the provisions of this section.

(a) *Supplement or Amendment Without Consent.* The City may from time to time, and at any time, without the consent of or notice to the Registered Owners of the Bonds, pass supplemental or amendatory ordinances as follows:

- (1) To cure any formal defect, omission, inconsistency or ambiguity in this ordinance in a manner not adverse to the owner of any Parity Bonds;
- (2) To impose upon the Bond Registrar (with its consent) for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this ordinance as theretofore in effect;
- (3) To add to the covenants and agreements of, and limitations and restrictions upon, the City in this ordinance, other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary or inconsistent with this ordinance as theretofore in effect;
- (4) To confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by this ordinance of any other money, securities or funds;
- (5) To authorize different denominations of the Bonds and to make correlative amendments and modifications to this ordinance regarding exchangeability of Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature;
- (6) To modify, alter, amend or supplement this ordinance in any other respect which is not materially adverse to the Registered Owners of the Bonds and which does not involve a change described in subsection (c) of this section; and
- (7) Because of change in federal law or rulings, to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

Before the City shall adopt any such ordinance pursuant to this subsection, there shall have been delivered to the City and the Bond Registrar an opinion of Bond Counsel stating that such ordinance is authorized or permitted by this ordinance and, upon its effective date, will be valid and binding on the City in accordance with its terms and will not adversely affect any exclusion from gross income for federal income tax purposes of interest applicable to any outstanding Parity Bonds.

(b) *Supplement or Amendment Requiring Consent.* Except for any ordinance passed pursuant to subsection (a) of this section, subject to the terms and provisions contained in this subsection (b) and not otherwise, registered owners of not less than 60% in aggregate principal amount of the Parity Bonds then outstanding shall have the right from time to time to consent to and approve the adoption by the City Council of any ordinance deemed necessary or desirable by the City for the purpose of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this ordinance; except that, unless approved in writing by the registered owners of all the Parity Bonds then outstanding, nothing contained in this section shall permit, or be construed as permitting:

- (1) A change in the times, amounts or currency of payment of the principal of or interest on any outstanding Parity Bond, or a reduction in the principal amount of redemption price of any outstanding Parity Bond or a change in the redemption price of any outstanding Parity Bond or a change in the method of determining the rate of interest thereon, or
- (2) A preference of priority of any Parity Bond, or
- (3) A reduction in the aggregate principal amount of Parity Bonds, the consent of the Registered Owners of Parity Bonds of which is required for any such ordinance.

If at any time the City shall adopt any ordinance for any of the purposes of this subsection (b), the Bond Registrar shall cause notice of the proposed ordinance to be given by first-class United States mail to all registered owners of the then outstanding Parity Bonds to each Rating Agency. Such notice shall briefly set forth the nature of the changes contained in the proposed ordinance and shall state that a copy thereof is on file at the office of the Bond Registrar for inspection by all registered owners of the outstanding Parity Bonds.

Within two years after the date of the mailing of such notice, the City may pass such ordinance in substantially the form described in such notice, but only if there shall have first been delivered to the Bond Registrar (i) the required consents, in writing, of the registered owners of the Parity Bonds and (ii) an opinion of Bond Counsel stating that such ordinance is authorized or permitted by this ordinance, and, upon its effective date, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from gross income for federal income tax purposes of interest applicable to outstanding Parity Bonds.

If registered owners of not less than the percentage of Parity Bonds required by this subsection (b) shall have consented to and approved the execution and delivery thereof as herein provided, no owner of the Parity Bonds shall have any right to object to the passage of such ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the passage thereof, or to enjoin or restrain the City or the Bond Registrar from taking any action pursuant to the provisions thereof.

(c) *Effect of Amendatory or Supplemental Ordinances.* Upon the passage of any ordinance pursuant to the provisions of this section, this ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City, the Bond Registrar and all Registered Owners of Bonds then outstanding, thereafter shall be determined, exercised and enforced under this ordinance subject in all respects to such modifications and amendments.

Section 23. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Bonds to the Purchaser and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this

ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 24. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 25. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Oak Harbor, Washington, at an open public meeting thereof, this _____ day of _____, 2013.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bond Counsel

EXHIBIT A
PARITY CONDITIONS

As set forth in Section 15 of this Ordinance, the City may issue Future Parity Bonds on a parity with the Bonds and the Outstanding Parity Bonds if the following conditions are met and complied with at the time of issuance of those proposed Future Parity Bonds:

- (a) There shall be no deficiency in the Bond Fund.
- (b) The ordinance providing for the issuance of the Future Parity Bonds shall provide that all ULID Assessments (including interest and penalties thereon) which may be levied in any ULID created for the purpose of paying, in whole or in part, the principal of and interest on those Future Parity Bonds shall be paid directly into the Bond Fund.
- (c) The ordinance providing for the issuance of such Future Parity Bonds shall provide for the payment of the principal thereof and interest thereon out of the Bond Fund.
- (d) The ordinance providing for the issuance of such Future Parity Bonds shall provide for the payment of an amount (or reserve insurance) equal to the Reserve Requirement for those Future Parity Bonds into the Reserve Account in the Bond Fund from the Future Parity Bond proceeds or, to the extent that Reserve Requirement is not funded from Future Parity Bond proceeds, within five years from the date of issue of the Future Parity Bonds from ULID Assessments, if any, levied and first collected for the payment of the principal of and interest on those Future Parity Bonds and, to the extent that ULID Assessments are insufficient, then from the Net Revenue of the Waterworks Utility in not more than five approximately equal annual payments.
- (e) The ordinance authorizing the issuance of such Future Parity Bonds shall provide for the payment of sinking fund requirements into the Bond Fund for any Term Bonds to be issued and for regular payments to be made for the payment of the principal of such Term Bonds on or before their maturity, or, as an alternative, the mandatory redemption of those Term Bonds prior to their maturity date from money in the Principal and Interest Account.
- (f) There shall be on file from a licensed professional engineer experienced in the design, construction and operation of municipal utilities, or from a certified public accountant, a certificate showing that in his or her professional opinion the Net Revenue of the Waterworks Utility for any 12 consecutive calendar months out of the immediately preceding 18 calendar months, together with the annual assessments reasonably anticipated to be collected in any ULID created to pay, in whole or in part, those Future Parity Bonds proposed to be issued, shall be equal to the Coverage Requirement for each year thereafter.

The certificate, in estimating the Net Revenue of the Waterworks Utility available for debt service, shall use the historical Net Revenue of the Waterworks Utility for any 12 consecutive months out of the 18 months immediately preceding the month of delivery of the Future Parity Bonds. Net Revenue of the Waterworks Utility may be adjusted to reflect:

- (1) Any changes in rates in effect and being charged or expressly committed by ordinance to be made in the future;

(2) Income derived from customers of the Waterworks Utility that have become customers during the 12 consecutive month period or thereafter adjusted to reflect one year's net revenue from those customers;

(3) Revenue from any customers to be connected to the Waterworks Utility who have paid the required connection charges;

(4) Revenue received or to be received which is derived from any person, firm, corporation or municipal corporation under any executed contract for water, sewage disposal or other utility service, which revenue was not included in the historical Net Revenue of the Waterworks Utility; and

(5) The engineer's or accountant's estimate of the Net Revenue of the Waterworks Utility to be derived from customers to connect to any additions to and improvements and extensions of the Waterworks Utility to be paid for out of the proceeds of the sale of the additional Future Parity Bonds or other additions to and improvements and extensions of the Waterworks Utility then under construction and not fully connected to the facilities of the Waterworks Utility when such additions, improvements and extensions are completed.

If Future Parity Bonds proposed to be so issued are for the sole purpose of refunding outstanding Parity Bonds, such certification of coverage shall not be required if the amount required for the payment of the principal and interest in each year for the refunding bonds is not increased over the amount required for the bonds to be refunded thereby and the maturities of such refunding bonds are not extended beyond the maturities of the bonds to be refunded thereby.

EXHIBIT A
DESCRIPTION OF THE BONDS

- (a) Principal Amount. The Bonds shall not exceed the aggregate principal amount of \$2,500,000.
- (b) Date or Dates. Each Bond shall be dated the Issue Date, which date may not be later than December 31, 2013.
- (c) Denominations, Name, etc. The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.
- (d) Interest Rate(s). Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 6.0%, and the true interest cost to the City for the Bonds may not exceed 3.0%.
- (e) Payment Dates. Interest shall be payable at fixed rates semiannually on dates acceptable to the Designated Representative, commencing no later than the next such semiannual date following the Issue Date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity or in mandatory redemption installments annually thereafter, on dates acceptable to the Designated Representative.
- (f) Final Maturity. The Bonds shall mature no later than September 1, 2024.
- (g) Redemption Rights. The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:
- (1) Optional Redemption. Any Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior to its maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.

(2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.

(h) Price.

The purchase price for the Bonds may not be less than 95% or more than 130% of the stated principal amount of the Bonds.

(i) Other Terms and Conditions.

(1) The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

(2) The Designated Representative shall have the authority described in Section 19 with respect to authorizing the refunding and carrying out the Refunding Plan. The refunding of the Refunded Bonds shall produce net present value savings equal to at least [__]% of the principal amount of the Bonds. The Designated Representative must have determined that the provisions set forth in Section 19(g) have been met and satisfied as of the date of issuance of the Bonds.

(3) The Designated Representative must have determined that the Parity Conditions have been met and satisfied as of the date of issuance of the Bonds.

[Form of]
UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE

City of Oak Harbor, Washington
Water and Sewer Revenue Refunding Bonds, 2013

To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the above-referenced bonds (the “Bonds”), the City makes the following written Undertaking for the benefit of holders of the Bonds:

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (iii) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

- (i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (2) a statement of authorized, issued and outstanding bonded debt secured by Net Revenue of the Waterworks Utility and ULID Assessments; (3) debt service coverage ratios; and (4) general customer statistics for the Waterworks Utility [of the types set forth in the tables titled _____ of the Official Statement for the Bonds];
- (ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2012; and
- (iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Officer or his or her designee is authorized to take such further actions as may be necessary, appropriate or convenient to carry out this Undertaking in accordance with Rule 15c2-12, including the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (v) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, the undersigned, City Clerk of the City of Oak Harbor, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. ____ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on _____, 2013, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date is _____, 2013.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: _____, 2013.

CITY OF OAK HARBOR, WASHINGTON

Valerie Loffler, City Clerk

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

Bill No. 5.b.
Date: June 18, 2013
Subject: Six-Year Transportation
Improvement Program

**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

This agenda bill presents the draft 2014-2019 Six-Year Transportation Improvement Program (TIP) for Council consideration.

AUTHORITY

The City is authorized and required to adopt a Six-Year Transportation Improvement Program and forward the program to the State of Washington under RCW 35.77.010.

FISCAL IMPACT DESCRIPTION

Funds Required: None
Appropriation Source: _____

DISCUSSION

The City is required by State law to submit an approved six-year Transportation Improvement Program (TIP). The primary purpose of the TIP is to facilitate use of Federal transportation funds awarded to the City. Projects that have Federal funding must appear in the six-year TIP at the local and State level so that the City can obligate and eventually use the Federal funds.

The projects listed on the TIP are coordinated with those listed in the Transportation Element of the Comprehensive Plan.

Coordinating projects in the Transportation Comprehensive Plan, the six-year TIP and the Capital Facilities Plan improve our communication and coordination with other agencies and utility companies and help the City remain focused on a manageable list of transportation projects. Coordination of projects enhances communication with the public on planned transportation projects.

The six-year TIP form includes a number of codes and symbols used in the statewide management of the regional TIP documents. A copy of the TIP code key is attached. A symbol

in the status column of “S” means funding is secured while a symbol of “P” indicates the project is not currently funded. The form of the six-year TIP includes a priority number associated with each project. Please note that the priority numbering in the TIP is not intended to supersede or be superimposed into the citywide effort of overall capital project prioritization.

One project has been added to the TIP this year, the Whidbey Avenue Pedestrian Crossing. This proposed project is to install a mid-block pedestrian crossing on Whidbey Avenue between SR-20 and Oak Harbor Street. The purpose of the project is to provide a safe crossing for pedestrians between the neighborhood on the north side of Whidbey and the transit facilities and retail outlets on the south side. The primary features are pedestrian-activated warning lights, a center refuge area and curb ramps and features in accordance with the Americans with Disabilities Act.

As was previously noted, the City is required by State law to submit an approved six-year TIP. This submittal process is accomplished in conjunction with the Regional Transportation Planning Organization (RTPO). Once approved by the Council, the City’s TIP is submitted to the RTPO. In turn, the RTPO submits a regional TIP to the State by October of each year. The State then prepares a statewide TIP in January of each year. The incorporation of the City’s projects into this statewide TIP is what enables Oak Harbor to spend Federal funds on local transportation projects.

This item was presented to the Planning Commission on May 28, 2013 and the Council Workshop on June 18, 2013. The Planning Commission held a public hearing and moved to forward a recommendation for approval to City Council.

RECOMMENDED ACTION

1. Conduct a public hearing.
2. Adopt Resolution 13-13 approving the 2014-2019 Six-Year Transportation Improvement Program.

ATTACHMENTS

- ✓ Resolution 13-13
- ✓ Six-Year Transportation Improvement Program (TIP)
- ✓ TIP code key
- ✓ Map of improvement locations
- ✓ Minutes from Planning Commission meeting (draft)

RESOLUTION NO. 13-13

A RESOLUTION ADOPTING THE 2014-2019 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, the City of Oak Harbor has reviewed the work accomplished under the prior Six-Year Transportation Improvement Program (2013-2018); and

WHEREAS, after an extensive public involvement process the City of Oak Harbor adopted a Comprehensive Plan Transportation Element on January 15, 2008 which established the six-year and long term transportation needs for the community; and

WHEREAS, the City Council finds that the projects identified in the Transportation Improvement Program (TIP) should closely follow those found in the Comprehensive Plan Transportation Element; and

WHEREAS, the City Council finds that basing the TIP on the six-year project list from the Comprehensive Plan will provide for a more realistic transportation planning approach than including all possible projects on the TIP; and

WHEREAS, the City Council finds that utilizing this approach to preparing the TIP will assure that the community will have available a coordinated and realistic approach to carrying out a transportation improvement program; and

WHEREAS, with respect to the provisions of RCW 35.77.010(2) the City Council finds that the City has identified non-motorized transportation projects in the form of trail projects and street projects which include trail and bikeway components; and

WHEREAS, with respect to the provisions of RCW 35.77.010(3) the City Council finds that the City is not served by rail transportation and therefore need not plan to preserve railroad right-of-way; and

WHEREAS, proper notice has been given; and

WHEREAS, a public hearing was held at the regular Council meeting on June 18, 2013, at the hour of 6:00 p.m. and at said hearing, the Six-Year Transportation Improvement Program 2014-2019 was presented.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oak Harbor, Washington, that the Six-Year Transportation Improvement Program 2014-2019, a copy of which is attached hereto as Schedule "A", be and the same is hereby adopted as the Six-Year Transportation Improvement Program 2014-2019 for the City of Oak Harbor for the ensuing year, and previous plans are amended accordingly.

PASSED by the City Council of the City of Oak Harbor and approved by its Mayor this 18th day of June, 2013

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Valerie J. Loffler, City Clerk

Approved as to Form:

Grant Weed, Interim City Attorney

Six Year Transportation Improvement Program
From 2014 to 2019

Agency: Oak Harbor

County No.: 15

City No.: 895

Co. Name: Island

MPO/RTPO RTPO

Hearing Date: _____ Adoption Date _____

Amend Date: _____ Resolution No.: _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.: B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information					1st	2nd	3rd	4th Thru 6th	20	R/W Required Date (MM/YY)		
									Federal Funding		State Fund Code	State Funds	Local Funds							Total Funds	
									Federal Fund Code	Federal Cost by Phase											
8	9	10	11	12	13	14	15	16	17	18	19	20	21								
16	1	SW Heller Street Improvements SW Heller Street from: SW Swantown Ave to: W Whidbey Ave R/W Acq., pave, curb, gutter, sidewalk, utilities, transit	04	P	0.78	CGOPSWT	All	6/1/2015			Other	1000	6895	7895				7895	CE	Yes 1/2015	
							Totals					1000	6895	7895				7895			
16	2	Whidbey Avenue Reconstruction Whidbey Avenue from: Heller St. to: Regatta Dr. Sidewalk, curb & gutter, drainage, transit facilities, non-	03	P	1.80	CGOPSWT	All	1/1/2014					8550	8550				8550	CE	No	
							Totals						8550	8550				8550			
17	3	NE 7th Ave Reconstruction from: N. Oak Harbor St. to: SR-20 Street reconstruction, pedestrian, ADA, non-motorized and transit facilities, illumination.	04 23 28	S	0.47	CGOPSWT	All	6/1/2013	STP-R	1565			2635	4200	250	696	3000	254	CE	Yes 1/2016	
							Totals				1565			2635	4200	250	696	3000	254		
16	4	Midwal Blvd./ NE 7th Ave Intersection from: Intersection to: Intersection Traffic Signal	03	P		CGOPSWT	All	1/1/2014					1030	1030				1030	CE	No	
							Totals						1030	1030				1030			
17	5	Eagle Vista Street - West Extension from: SR-20 to: SW Rosario Pl. Street extension	01	P	0.44	CGOPSWT	All	1/1/2016					3080	3080				3080	CE	No 1/2016	
							Totals						3080	3080				3080			
19	6	SE 4th Ave Reconstruction from: SW Midway Blvd to: SW Ely St. Street reconstruction, sidewalk, curb & gutter, storm water facilities, utilities	04	P	0.41	CGOPSWT	All	1/1/2017					2370	2370				2370	CE	No	
							Totals						2370	2370				2370			
14	7	SR-20 Improvement from: SE Barrington Dr. to: SW Swantown Ave R/W Acq., intersection improvements & channelization, widening, sidewalk, curb & gutter, retaining walls,	03	P	0.69	CGOPSWT	All	12/31/2017			Other	25000	175	25175				25175	CE	Yes 6/1/2018	
							Totals					25000	175	25175				25175			
16	8	Whidbey Avenue Pedestrian Crossing from: E. Whidbey Ave. to: E. Whidbey Ave Mid-block pedestrian crossing, center refuge island, pedestrian-activated warning system, ADA retrofit, sidewalk,	28	P		CGOPSWT	All	1/1/2017			Other		165	165				165	CE	No	
							Totals						165	165				165			

APPENDIX A

IMPROVEMENT TYPE CODES

- 01 – New Construction Roadway
- 03 – Reconstruction, Added Capacity
- 04 – Reconstruction, No Added Capacity
- 05 – 4R Maintenance Resurfacing
- 06 – 4R Maintenance – Restoration & Rehabilitation
- 07 – 4R Maintenance – Relocation
- 08 – Bridge, New Construction
- 10 – Bridge Replacement, Added Capacity
- 11 – Bridge Replacement, No Added Capacity
- 13 – Bridge Rehabilitation, Added Capacity
- 14 – Bridge Rehabilitation, No Added Capacity
- 15 – Preliminary Engineering
- 16 – Right of Way
- 17 – Construction Engineering
- 18 – Planning
- 19 – Research
- 20 – Environmental Only
- 21 – Safety
- 22 – Rail/Highway Crossing
- 23 – Transit
- 24 – Traffic Management/Engineering – HOV

APPENDIX A (continued)

IMPROVEMENT TYPE CODES

- 25 – Vehicle Weight Enforcement Program
- 26 – Ferry Boats
- 27 – Administration
- 28 – Facilities for Pedestrians and Bicycles
- 29 – Acquisition of Scenic Easements and Scenic or Historic Sites
- 30 – Scenic or Historic Highway Programs
- 31 – Landscaping and Other Scenic Beautification
- 32 – Historic Preservation
- 33 – Rehab & Operation of Historic Transp. Buildings, Structures, Facilities
- 34 – Preservation of Abandoned Railway Corridors
- 35 – Control and Removal of Outdoor Advertising
- 36 – Archaeological Planning & Research
- 37 – Mitigation of Water Pollution due to Highway Runoff
- 38 – Safety and Education for Pedestrians/Bicyclists
- 39 – Establishment of Transportation Museums
- 40 – Special Bridge
- 41 – Youth Conservation Service
- 42 – Training
- 43 – Utilities
- 44 – Other
- 45 – Debt Service
- 47 – Systematic Preventive Maintenance

APPENDIX B

FEDERAL FUNCTIONAL CLASSIFICATIONS

No Functional Classification

< 5,000 Population

Interstate Rural

Principal Arterial Rural

Minor Arterial Rural

Major Collector Rural

Minor Collector Rural

Local Access Rural

> 5,000 Population

Interstate Urban

Freeways & Expressways Urban

Other Principal Arterials Urban

Minor Arterial Urban

Collector Urban

Local Access Urban

APPENDIX C

FEDERAL FUND CODES

5307	FTA Urbanized Area Formula Program
5309(Bus)	FTA Bus and Bus Facilities
5309(FG)	FTA Fixed Guideway Modernization
5309(NS)	FTA New Starts
5310	FTA Elderly Persons and Persons with Disabilities
5311	FTA Rural Area Formula Grants
5316	FTA Job Access & Reverse Commute Program (JARC)
5317	FTA New Freedom Program
FTA Discretionary	Discretionary Programs such as Alternatives Analysis (5339) and TIGGER Program
BIA	Bureau of Indian Affairs
BR	Bridge Replacement/Rehabilitation Program
CBI	Coordinated Border Infrastructure
CDBG	Community Development Block Grant (Dept. of Commerce)
CMAQ	Congestion Mitigation and Air Quality
DEMO	Demonstration Projects (High Priority, Sect. 112, 115, 117, 125 and 129)
Discretionary – FBD	Ferry Boat Discretionary
Discretionary – IMD	Interstate Maintenance Discretionary
Discretionary – ITS	intelligent Transportation Systems
Discretionary – PLH	Public Lands Highways (Federal Lands)
Discretionary – SB	Scenic Byways
Discretionary – STP	Surface Transportation Priorities

APPENDIX C (continued)

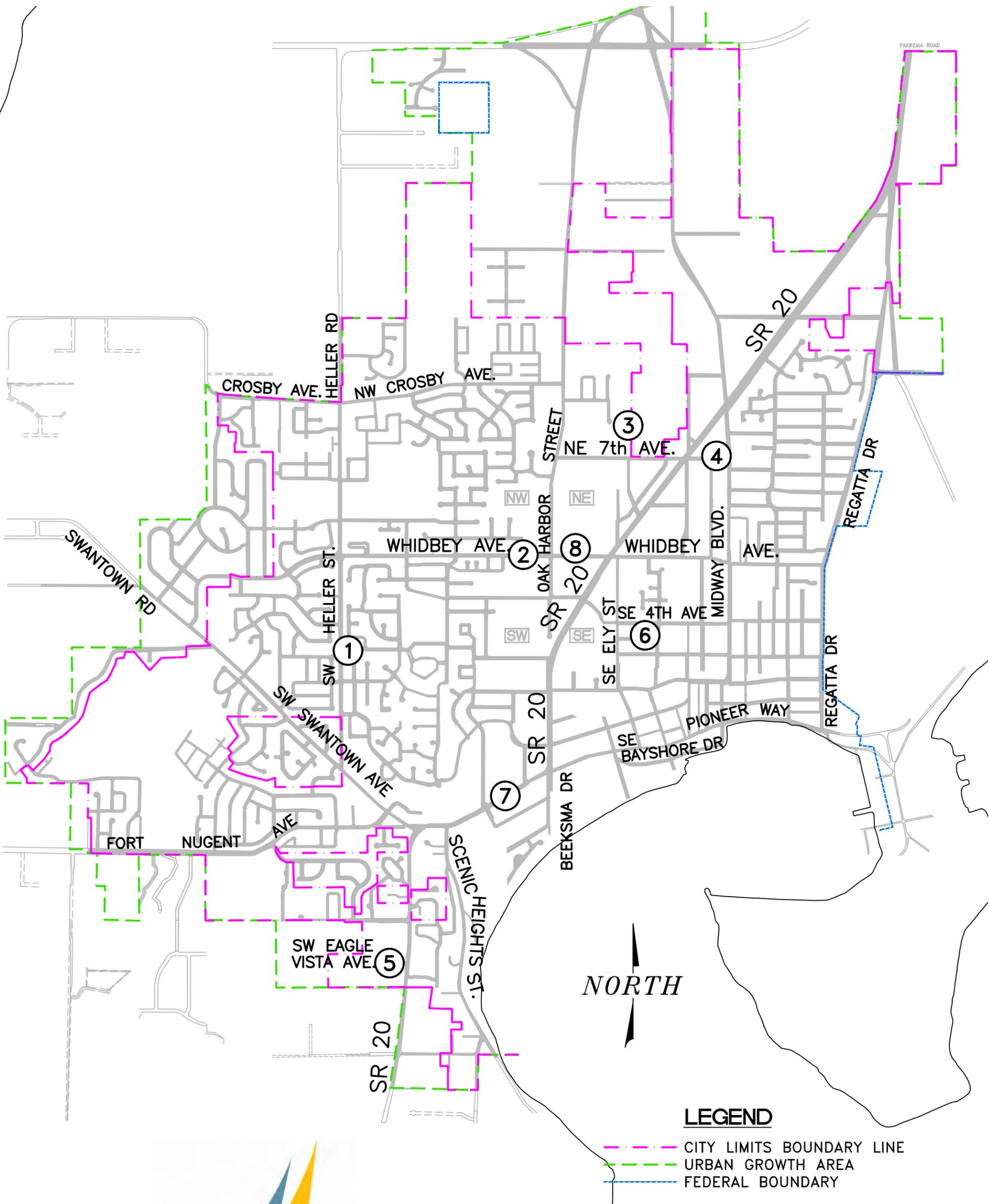
FEDERAL FUND CODES

Discretionary – TCSP	Transportation, Community & System Preservation Program
DOD	Department of Defense
FMSIB	Freight Mobility Strategic Investment Board
IM	Interstate Maintenance
IRR	Indian Reservation Roads
NHS	National Highway System
SRTS	Safe Routes to Schools
STP	Surface Transportation Program (WSDOT Use Only)
STP(E)	Surface Trans. Program - Enhancements
STP(L)	Surface Trans. Program – Legislative Earmarks
STP(S)	Surface Trans. Program – Safety (Includes Highway Safety Improvement Program, Hazard Elimination, Railway/Highway Crossing Program and 2010-15 County Road Safety Program)
STP(R)	Surface Trans. Program – Rural Regionally Selected
STP(U)	Surface Trans. Program – Urban Regionally Selected

APPENDIX C (continued)

STATE FUND CODES

CRAB	County Road Administration Board
FMSIB	Freight Mobility Strategic Investment Board
PWTF	Public Works Trust Fund
SRTS	Safe Routes to Schools
TIB	Transportation Improvement Board
TPP	Transportation Partnerships Program
WSDOT	WSDOT funds
OTHER	Any other state funds not listed a



SIX YEAR TRANSPORTATION IMPROVEMENT PLAN 2014 - 2019

**PLANNING COMMISSION
REGULAR MEETING
CITY HALL – COUNCIL CHAMBERS
May 28, 2013**

ROLL CALL: Present: Keith Fakkema, Greg Wasinger, David Fikse, Bruce Freeman, and Sandi Peterson

Absent: Ana Schlecht and Kristi Jensen

Staff Present: Development Services Director, Steve Powers, Senior Planner, Cac Kamak and Project Engineer Arnie Peterschmidt.

Chairman Fakkema called the meeting to order at 7:30 p.m.

MINUTES: MS. PETERSON MOVED, MR. FREEMAN SECONDED, MOTION CARRIED TO APPROVE THE APRIL 23, 2013 MINUTES AS PRESENTED.

PUBLIC COMMENT:

None

DIGITAL SIGNS CODE UPDATE – Public Hearing

Mr. Powers reported that this item is a continuation of the public hearing that was opened in April. Staff is recommending that this item be continued to the June hearing. Staff has received an e-mail from Mr. James Carpenter of the International Sign Association and the Northwest Sign Council suggesting some changes to the draft code (ATTACHMENT 1). Staff will review the e-mail and incorporate an analysis in the June staff report.

Mr. Powers reviewed the changes to the draft code, impacts of multiple digital signs in close proximity, compliance with review criteria and the schedule.

Planning Commission Discussion

Planning Commission discussed possible inconsistencies between the distance offset from residentially zoned properties of 200 feet as stated in the “orientation” bullet point on page 21 of the staff report, and on page 36 item (xi) which says 100 feet from a residentially zoned property. Mr. Powers flagged the possible inconsistency for further review.

Planning Commission questioned the 10 second limit on page 36 item (v). Mr. Powers directed attention to page 20 of the staff report which states a provision was added limiting video and message lengths to occupy no more than 10 second periods for safety reasons based upon additional research. Mr. Powers also stated that he would look into this further.

Mr. Fakkema asked if there was additional public comment at 7:52 p.m.

James Carpenter (1001 N Fairfax, Alexandria, VA) said he was with the International Sign Association and was speaking on behalf of the Northwest Sign Council. Mr. Carpenter made the following comments:

- Need to add a purpose statement for the sign code i.e. safety concerns/enhance economic opportunities.
- Content restriction may be in conflict with court established first amendment rights.
- Video and video board refers to the operation modes of an electronic message center (EMC). The definition for animation covers this type of operational mode for an EMC.

Recommended that EMC signs not be defined by the operational mode since this is driven by software.

- Full color or RGB technology should be allowed for EMC's.
- Regulate EMC's under one section for EMC's and regulate by district rather than how the sign operates.
- Recommended the City adopt the foot-candle methodology, which is more consistent and less expensive for jurisdictions to enforce.
- Allow any geometric shape, this will encourage more creativity.

Planning Commission asked staff for more information on foot-candle methodology versus nits.

ACTION: MR. FREEMAN MOVED, MR. FIKSE SECONDED A MOTION TO CONTINUE THE PUBLIC HEARING TO THE PLANNING COMMISSION'S MAY 28, 2013 BUSINESS MEETING, MOTION CARRIED.

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) – Public Hearing

Mr. Peterschmidt reported that the City is required by State law to submit an approved six-year Transportation Improvement Program. The primary purpose of the TIP is to facilitate use of Federal transportation funds awarded to the City. The submittal process is accomplished in conjunction with the Regional Transportation Planning Organization (RTPO). Once approved by the Council, the City's TIP is submitted to the RTPO. In turn, the RTPO submits a regional TIP to the State by October of each year. The State then prepares a statewide TIP in January of each year. The incorporation of the City's projects into this statewide TIP is what enables the City to spend Federal funds on local transportation projects.

The projects listed on the TIP are coordinated with those listed in the Transportation Element of the Comprehensive Plan. Coordinating projects in the Transportation Comprehensive Plan, the Six-Year TIP and the Capital Facilities Plan improve our communication and coordination with other agencies and help the City remain focused on a manageable list of transportation projects.

The six-year TIP form includes a number of codes and symbols used in the statewide management of the regional TIP documents. A symbol in the status column of "S" means funding is secured while a symbol of "P" indicates the project is not funded.

Mr. Peterschmidt indicated that a new project to install a mid-block pedestrian crossing on Whidbey Avenue between SR20 and Oak Harbor Street has been added to this year's TIP.

Mr. Peterschmidt added that the recommendation to the Planning Commission is to conduct a public hearing and make a recommendation to the City Council to adopt the 2014-2019 Six-Year Transportation Improvement Program.

Planning Commission Discussion

Planning Commissioners asked if the turn lane on Whidbey Avenue would be affected by the new pedestrian crossing. Mr. Peterschmidt acknowledged that it would. Planning Commissioners also discussed how projects move forward on priority list when funding becomes available. Mr. Powers indicated that there are other factors that may move a project up on the priority list.

Mr. Fakkema opened the public hearing at 8:15 p.m.

Mike Merickel (Silver Lake Road, Oak Harbor) spoke in favor of the Whidbey Avenue Pedestrian Crossing.

Seeing no further public comment, Mr. Fakkema closed the public hearing at 8:17 p.m.

Planning Commission Discussion

Planning Commission questioned staff about the NE 7th Avenue project and expressed concern about the number of people that cross Whidbey Avenue between SR20 and Oak Harbor Road.

ACTION: MR. FREEMAN MOVED, MR. WASINGER SECONDED A MOTION TO FORWARD A RECOMMENDATION TO THE CITY COUNCIL TO APPROVE THE 2014-2019 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM, MOTION CARRIED.

There was a consensus among the Planning Commission that the Whidbey Avenue Pedestrian Crossing should be given close consideration based on the history of the neighborhood.

2016 COMPREHENSIVE PLAN AMENDMENT – Public Meeting

Mr. Kamak reported that the City staff is working on the checklist provided by the Washington State Department of Commerce. Staff met with the Navy's Community Planning Liaison to gather information on the impacts to the City's planning efforts with the additions of the P8A squadrons between 2015 and 2018. Staff is also working closely with the County on their update to the Comprehensive Plan which also affects Oak Harbor. Oak Harbor and Island County will be working together regarding the population projections and agreed on methodology for determining population projections. Once the 20 year population projections are adopted for the County, the next step will be to determine regional growth trends and allocations. This step has a direct relation to how Oak Harbor and the Urban Growth Area (UGA) will grow in the next 20 years. Island County's preliminary schedule estimates a September 1, 2013 completion date for the allocation. Therefore, the City is anticipating on presenting this information to the Planning Commission at either the July 23rd or August 27th meeting.

After the growth allocations have been done, the next step indicated by the County is the buildable lands analysis. This analysis will help determine growth absorption capacities in the county and the jurisdictions within it. The City will have to coordinate with the County on how the analysis will be done including the methodology and data that will be used to determine capacities. City staff anticipates involving the Planning Commission on this topic later this year. The County's estimated completion date for this is January 1, 2014.

Mr. Kamak provided a Power Point presentation (Attachment 1) regarding census demographic information on Oak Harbor and how it compares to similar data for Island County, Washington State and the United States.

Mr. Fakkema asked if anyone from the public wished to make a comment. There were no comments.

ADJOURN: 9:05 p.m.

City of Oak Harbor City Council Agenda Bill

Bill No. 5.c.
Date: June 18, 2013
Subject: Resolution No. 13-06
Invocation Policy

FROM: Larry Cort, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents a revised Resolution No. 13-06 which would, if approved, establish a policy for the presentation of invocations at City Council meetings.

AUTHORITY

RCW 35A.11.020

Powers vested in legislative bodies of non-charter and charter code cities.

The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter.

OHMC 1.16.010 Adoption of optional municipal code.

There is adopted for the city of Oak Harbor, Washington, the classification of Non-charter Code City, retaining the mayor-council plan of government under which the city of Oak Harbor is presently operated, as provided in Chapter [35A.12](#) RCW, endowed with all the applicable rights, powers, privileges, duties and obligations of a non-charter code city as the same now exists, or may be provided hereafter, including any and all supplements, amendments or other modifications of said title hereafter at any time enacted.

FISCAL IMPACT DESCRIPTION

Funds Required: None anticipated
Appropriation Source: NA

SUMMARY STATEMENT

Resolution No. 13-06 was placed on the Council agenda for May 7, 2013 but was removed from that agenda. Following additional staff work on the language in the proposed resolution, a revised draft Resolution No. 13-06 was brought forward for discussion only at the May 29, 2013 City Council workshop. At the conclusion of this discussion, staff received direction from the Council to bring the revised draft forward for consideration at a regular Council meeting.

The revised draft Resolution No. 13-06 is attached. It is intended to conform the City's written invocation policy with the holding in *Rubin v. City of Lancaster*, No. 11-56318 (9th Cir. 2013) and to express the City's commitment to spiritual neutrality. The only difference between this version of Resolution 13-06

City of Oak Harbor City Council Agenda Bill

and the version discussed at the May 29, 2013 City Council workshop is the addition of the words “in cooperation with such groups” in paragraph 2. These words were added to respond to Council comments regarding working with local religious and spiritual community groups to carry out the intent of the City’s policy.

STANDING COMMITTEE REPORT

This item has not been presented at any standing committee meetings but was discussed by the full Council at the City Council Workshop on May 29, 2013.

RECOMMENDED ACTIONS

Discuss and take action on Resolution No. 13-06 as appropriate.

ATTACHMENTS

Draft Resolution No. 13-06

RESOLUTION NO. 13-06

A RESOLUTION OF THE CITY OF OAK HARBOR ESTABLISHING A WRITTEN POLICY FOR THE PRESENTATION OF INVOCATIONS AT CITY COUNCIL MEETINGS

WHEREAS, it is the desire of the Oak Harbor City Council to set the tone for the City of Oak Harbor for the conduct of its City Council meetings during 2013 and for years to come; and

WHEREAS, invocations can serve the secular purpose of solemnizing public occasions and encouraging the recognition of things that are worthy of appreciation in society; and

WHEREAS, in order to continue the long standing history and tradition of legislative invocation established by the drafters of the Constitution, it is the policy of the City to permit invocations to be presented at the commencement of City Council meetings; and

WHEREAS, it is the intent of the Oak Harbor City Council to recognize and respect spiritual diversity; and

WHEREAS, it is the wish of the Oak Harbor City Council to conform its written invocation policy with the holding in *Rubin v. City of Lancaster*, No. 11-56318 (9th Cir. 2013) and to express the City's commitment to spiritual neutrality;

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

1. The Oak Harbor City Council will continue to begin the regular City Council meetings with an invocation presented by representatives of the greater Oak Harbor area spiritual community.
2. The City will advertise at least once per year that it is seeking interested members of public from any and all religious denominations or spiritual organizations to present invocations at City Council meetings. In cooperation with such groups, the City Clerk shall establish a list of religious and spiritual organizations located within the greater Oak Harbor area. The list shall be available to the public and additional organizations shall be added at the request of any organization. Notice of the opportunity to give the invocation will be sent to all organizations on the list. In cooperation with such groups, a sign up procedure will be established by the City for scheduling of interested volunteers.
3. The opportunity to offer an invocation is voluntary and the contents of the invocation may be dictated by the beliefs of the individual or organization offering the invocation. As a general guideline only, it is requested that invocations be limited to approximately 90 seconds.

4. The City shall endeavor to provide a copy of this resolution to each volunteer in advance of his or her presentation of the invocation.

PASSED by the City Council of the City of Oak Harbor and approved by its Mayor this 18th day of June, 2013.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

ATTEST:

Approved as to Form:

Valerie J. Loffler, City Clerk

Grant Weed, Interim City Attorney

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

Bill No. 6.a.
Date: June 18, 2013
Subject: North Booster Station and
Transmission Main Project –
Consultant Contract

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to request Council authorization to enter into a Consultant Agreement with the engineering consulting firm of Gray & Osborne, Inc. for design of the North Transmission Main and Booster Station projects in the amount of \$964,100.

AUTHORITY

The Oak Harbor Municipal Code states:

2.310.050 Professional service contracts.

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

FISCAL IMPACT DESCRIPTION

Funds Required: _____ \$964,100
Appropriation Source: _____ Water Utility Capital Improvement Funds, Reimbursement from US Navy, _____

SUMMARY STATEMENT

A comprehensive engineering analysis of the Oak Harbor Water Utility storage and distribution
June 18, 2013 – North Booster Station and Transmission Main
Page 1 of 2

system was performed during the process of selecting the site for the North Reservoir. In addition to determining the best available site for the reservoir, the analysis also revealed a significant water pressure deficiency and provided a general plan to efficiently provide water service to the community now and into the future.

In the same time frame that the reservoir site analysis was developed, the Navy initiated reconstruction of the water distribution system serving Ault Field and the transmission main which links Ault Field with Crescent Harbor housing area, Victory housing, the Seaplane Base and Maylor Point housing. The Navy transmission main extends along Goldie Street and through the northeast Oak Harbor neighborhood and is at the end of its useful life.

City and Navy staff realized that both the City and Navy needed a new main to and through northeast Oak Harbor and that there would be substantial cost savings available to both agencies by installing one facility with the capacity to serve the needs of both systems rather than two independent parallel mains.

A portion of the northeast Oak Harbor neighborhood bounded by NE O'Leary Street, NE 16th Avenue, NE Regatta Drive and NE 6th Avenue does not have sufficient water pressure to meet standards set by the Washington State Department of Health during fire flow conditions. The only available solution for providing adequate water pressure during fire flow conditions to all parts of the City is installation of a booster pump station capable of sustaining pressure under all flow conditions. The best location for a new pump station is at the site of the North Reservoir.

Two projects have been developed to meet the needs of Oak Harbor and the Navy, a new booster pump station located at the North Reservoir site and a pressure transmission main from the North Reservoir site that extends east along Gun Club Road, NE Goldie Street, NE 16th Avenue, to NE Regatta Drive. The transmission main project includes two new connection points to the Navy water system along Regatta Drive.

The engineering consulting firm of Gray & Osborne, Inc. was selected through a process of qualification review and interview as the most qualified firm to provide the necessary engineering services for these projects.

STANDING COMMITTEE REPORT

This item was presented to Council at the April 16 Council meeting and the May 30 Council Workshop.

RECOMMENDED ACTION

A motion authorizing execution of a Consultant Agreement with the engineering consulting firm of Gray & Osborne, Inc. for design of the North Booster Station and North Transmission Main Projects in an amount not to exceed \$964,100.

ATTACHMENTS

Consultant Agreement



**CITY OF OAK HARBOR
CONSULTANT AGREEMENT
WITH GRAY & OSBORNE, INC**

PROJECT TITLE: Water System Improvements: Schedules A, B, C and D

PROJECT COMPLETION DATE: December 31, 2014

MAXIMUM AMOUNT PAYABLE: \$964,100

TABLE OF CONTENTS

CONSULTANT CONTRACT

I.	INSTRUCTIONS	1
II.	CONSULTANT INFORMATION	1
III.	PROJECT INFORMATION.....	1
IV.	ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT.....	2
V.	INTRODUCTION	3
VI.	GENERAL DESCRIPTION OF WORK	3
VII.	SCOPE OF WORK.....	3
VIII.	PAYMENT	3
IX.	CERTIFICATION OF THE CONSULTANT AND THE CITY.....	4
X.	COMPLETE AGREEMENT.....	4
XI.	GENERAL REQUIREMENTS	4
XII.	EXECUTION AND ACCEPTANCE	4

GENERAL REQUIREMENTS

1.	MISCELLANEOUS PROVISIONS	1
2.	TIME FOR BEGINNING AND COMPLETION	1
3.	SUBCONTRACTING	1
4.	EMPLOYMENT	2
5.	NONDISCRIMINATION	2
6.	TERMINATION OF AGREEMENT.....	4
7.	CHANGES OF WORK.....	5
8.	DISPUTES	5
9.	VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION	5
10.	LEGAL RELATIONS AND INSURANCE	5
11.	INDEMNIFICATION REQUIREMENTS.....	6
12.	INSURANCE	6
13.	EXTRA WORK.....	8
14.	ENDORSEMENT OF PLANS	8
15.	EQUAL OPPORTUNITY.....	8

EXHIBITS

EXHIBIT A-1	1
CERTIFICATION OF CONSULTANT.....	1
CERTIFICATION OF CITY OFFICIAL.....	1
EXHIBIT A-2	2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	2
AND OTHER RESPONSIBILITY MATTERS- PRIMARY COVERED TRANSACTIONS	2
EXHIBIT B	3
SCOPE OF WORK (ADD ON).....	3
EXHIBIT C	4
PAYMENT (NEGOTIATED HOURLY RATE PLUS COSTS)	4
EXHIBIT D-1	7
CONSULTANT FEE DETERMINATION - SUMMARY SHEET	7
EXHIBIT D-2	8
CONSULTANT FEE DETERMINATION - SUMMARY SHEET	8
(SPECIFIC RATES OF PAY).....	8
EXHIBIT F	9
PAYMENT UPON TERMINATION OF AGREEMENT BY CITY	9
OTHER THAN FOR FAULT OF THE CONSULTANT.....	9
EXHIBIT G-1	10
SUBCONSULTANT FEE DETERMINATION -- SUMMARY SHEET	10
EXHIBIT G-2	13
BREAKDOWN OF SUBCONSULTANT'S OVERHEAD COST	13

CONSULTANT CONTRACT HEADING

I. INSTRUCTIONS

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

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

II. CONSULTANT INFORMATION

Name: Gray & Osborne, Inc.

Address: 701 Dexter Avenue North, Suite 200, Seattle, WA, 98109

Telephone/Fax No.: (206) 284-0860/(206) 283-3206

Federal ID No.: 91-089-718

Do you require a 1099 for the IRS? No

III. PROJECT INFORMATION

Protect Title: Water System Improvements: Schedules A, B & C

Project Description: The scope included under this portion of the contract is divided into three schedules of work. The first schedule of work, Schedule A: Cross City Transmission Line and Development of the East 384 Zone, includes the installation of approximately 8,000 LF of 18-inch and 2,500 LF of 12-inch water main, a boring across State Route 20, a PRV, connections to the existing system, zone isolation facilities to develop the east 384 Zone and associated resstoration items. The second schedule of work, Schedule B: Southern Extension of 384 Zone, includes the installtion approxiamatly 3,000 LF of 12-inch water main, a PRV, connection to the new 384 Zone and associated restoration items to facilitate the extension of the 384 Zone to the south to support the Navy. The last schedule of work, Schedule C: North End Water Main, includes the installation of approximately 2,500 LF of 12-inch water main, connections to the existing system and associated restoration items to to replace the existing 10-inch AC water main that starts at Ault Station runs east and then south on Old Goldie Road to West Ault Field Road.

Project Title: 384 Zone Booster Station: Schedule D

The scope in this portion of the contract is in one schedule and will include design of a new 384 Zone Booster station. The booster station will be located at the North Reservoir site and will provide flow to the 384 Zones, both on the east and west sides of the City. The scope includes design and the production of construction plans, specifications, and a cost estimate. The scope

also includes limited construction support including in-office support, submittal review, startup assistance, and record drawings.

Project Completion Date: December 31, 2014

Maximum Amount Payable: \$964,100

Progress Payments: Monthly

IV. ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT

None

IX. CERTIFICATION OF THE CONSULTANT AND THE CITY

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

X. COMPLETE AGREEMENT

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

XI. GENERAL REQUIREMENTS

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

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

XII. EXECUTION AND ACCEPTANCE

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

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

By _____
Consultant: Gray & Osborne, Inc.

By _____
Agency:
Principal

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

Dated: _____

By Thomas M. Zerkel

GENERAL REQUIREMENTS

1. MISCELLANEOUS PROVISIONS

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

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

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

2. TIME FOR BEGINNING AND COMPLETION

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

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

3. SUBCONTRACTING

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

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

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

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

4. EMPLOYMENT

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

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

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

5. NONDISCRIMINATION

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

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

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

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

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

6. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under

the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

7. CHANGES OF WORK

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

8. DISPUTES

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

9. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

10. LEGAL RELATIONS AND INSURANCE

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

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

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

11. INDEMNIFICATION REQUIREMENTS

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

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

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

12. INSURANCE.

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

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

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

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

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

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

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

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

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

13. EXTRA WORK

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

14. ENDORSEMENT OF PLANS

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

15. EQUAL OPPORTUNITY

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

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

1. The CONSULTANT will not discriminate against any employee or applicant for employment because he or she is a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in all employment practices, including the following:
 - i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
 - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the CONSULTANT including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
2. The CONSULTANT agrees to immediately list all employment openings which exist at the time of the execution of this AGREEMENT and those which occur during the performance of this AGREEMENT, including those not generated by this AGREEMENT and including those occurring at an establishment of the CONSULTANT other than the one wherein the AGREEMENT is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security

agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

3. Listing of employment openings with the local employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the CONSULTANT from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
4. Whenever the CONSULTANT becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state employment security agency in each state where it has establishments of the name and location of each hiring location in the state: Provided, That this requirement shall not apply to state and local governmental CONSULTANTS. As long as the CONSULTANT is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent AGREEMENTS. The CONSULTANT may advise the state agency when it is no longer bound by this AGREEMENT clause.
5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
6. As used in this clause:
 - i. All employment openings include all positions except executive and top management, those positions that will be filled from within the CONSULTANT's organization, and positions lasting three (3) days or less. This term includes full-time employment, temporary employment of more than (3) three days' duration, and part-time employment.
 - ii. Executive and top management means any employee:
 - (a) whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and
 - (b) who customarily and regularly directs the work of two (2) or more other employees therein; and

- (c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and
 - (d) who customarily and regularly exercises discretionary powers; and
 - (e) who does not devote more than twenty percent (20%), or, in the case of an employee of a retail or service establishment who does not devote as much as forty percent (40%), of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6.ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment, or who owns at least a twenty percent (20%) interest in the enterprise in which he or she is employed.
 - iii. Positions that will be filled from within the CONSULTANT's organization means employment openings for which no consideration will be given to persons outside the CONSULTANT's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- 7. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 8. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 9. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, recently separated veterans, or other protected veterans. The CONSULTANT must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the CONSULTANT may have the notice read to a

visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

10. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and other protected veterans.
11. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of Twenty-five Thousand Dollars (\$25,000.00) or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance may direct to enforce such provisions, including action for noncompliance.

C. Compliance with 41 CFR 60-741.5 -- Equal Opportunity Clause (Workers with Disabilities).

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;

- vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the CONSULTANT including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
2. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 3. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 4. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONSULTANT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 5. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 6. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order in excess of Ten Thousand Dollars (\$10,000.00), unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**EXHIBIT A-1
CERTIFICATION OF CONSULTANT**

Project No.

I hereby certify that I am Thomas M. Zerkel a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 701 Dexter Avenue North, Suite 200, Seattle, WA, 98109 and that neither I nor the above firm I here represent has:

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

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

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

Date

Signature

CERTIFICATION OF CITY OFFICIAL

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

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

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

Date

Signature

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

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

2. Where the CONSULTANT, through the prospective primary participant, is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Gray & Osborne, Inc.

Date

President or Authorized Official or
Consultant Signature

EXHIBIT B
SCOPE OF WORK (ADD ON)

Project No. _____

See attached documents furnished by the Consultant

EXHIBIT B

SCOPE OF WORK

CITY OF OAK HARBOR WATER SYSTEM IMPROVEMENTS

SCHEDULE A: CROSS CITY WATER TRANSMISSION LINE AND DEVELOPMENT OF THE EAST 384 ZONE

PROJECT UNDERSTANDING

The City of Oak Harbor wishes to contract with Gray & Osborne, Inc. (G&O) to provide engineering design service to facilitate the construction of a cross City water transmission line and installation of water system improvements to support the development of a new 384 Zone on the eastern edge of the City and connection to a Navy waterline. Specifically the project would include the installation of approximately 8,000 LF of 18-inch and 2,500 LF of 12-inch water main, a boring across State Route 20, a PRV, connections to the existing system, zone isolation facilities and associated restoration items. Also the services are to include modeling the Cities existing water system to verify the size of the proposed water main improvements and to establish the limits of the proposed 384 Zone. In addition, the City has requested that G&O provide services to support a cost partition analysis to determine the cost benefit and project budgetary responsibility for both the City and the Navy who is participating in the cost of the project construction.

More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

- A. Provide overall project management and oversight services, to include:
 - 1. Procure sufficient staff resources to dedicate to the project.
 - 2. Prepare and execute subconsultant contracts.
 - 3. Manage subconsultant work.
 - 4. Manage and control project budget and schedule.
 - 5. Manage and provide monthly progress reports and invoices.

Task 2 – Kickoff Meeting

Objective: Conduct a kickoff meeting with City staff to identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements.

- A. Conduct an initial meeting to initiate the engineering design process for the project, discussing the following items at a minimum. The discussion will include, but not be limited to, the following topics:
1. Review City provided record drawings of existing system.
 2. Review and confirm project understanding and design criteria to be employed.
 3. Review and confirm task assignments and budget hours for assigned tasks.
 4. Review and confirm project schedule and milestones/deliverables.
 5. Identify regulatory and/or funding agency requirements.
 6. Identify utility purveyors and concerns.
 7. Identify project stakeholders and discuss their needs and impacts on the project.
 8. Environmental requirements.
 9. Document the discussion of the meeting and distribute to all attendees.

Task 3 – Surveying

Objective: Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project.

Subtask 3.1 – Right-of-Way and Easement Research

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor's Office) along the project corridors as required for establishing the existing rights-of-way. This work will include:
 - 1. Identify current rights-of-way along the proposed alignment.
 - 2. Overlay the rights-of-way and current property easements on a plan view of the project corridor.

Subtask 3.2 – Topographic Survey

- A. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.

Subtask 3.3 – Exhibits for Navy Easement

- A. Gray & Osborne will provide exhibits as required to support the City obtaining easements from the Navy to facilitate construction of the project.

Task 4 – Utility Data Acquisition

Objective: Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.

- C. Applied Professional Services will be contracted to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

Task 5 – Geotechnical Investigation and Report

Objective: Conduct field explorations to determine design recommendations to support the proposed water system improvements and asphalt reconstruction as well as establishing groundwater levels and character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report in City-approved format.

- A. Perform a geotechnical analysis (PanGEO – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to five test borings (maximum 10-feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for project surface restoration.
- D. Report – PanGEO will prepare a draft report which will be submitted to the City by G&O. The draft report will summarize the results of the geotechnical study and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. G&O will submit one copy of the draft report to the City for its review. Our subconsultant, PanGEO, will revise the draft report to address review comments provided by the City and/or G&O. G&O will submit three copies of the signed and stamped final report to the City.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this task.

Task 6 – Prepare Hydraulic Analysis Memorandum

Objective: Provide a technical memorandum in Word format summarizing the project understanding, design criteria, and hydraulic analysis in a spreadsheet format of the proposed project.

- A. Perform a hydraulic analysis of the proposed system improvements to verify pipe sizes and establish the limits of the proposed east 384 Zone. Analysis will be run using flow estimates and capacity requirements provided by the City.
- B. Write a technical memorandum summarizing the project understanding, design criteria, and general design guidelines and standards which will be applied to the project design. The Technical Memorandum will indicate location and size of proposed waterlines, limits of 384 Zone, recommended isolation improvements and locations of PRVs.
- C. Develop preliminary cost estimates for the proposed water system improvements determined by the hydraulic analysis.
- D. Circulate the technical memorandum to key members of the design team and the City and solicit comments and/or clarifications. Incorporate all relevant review comments. This Contract assumes two review periods by The City.
- E. Distribute the final technical memorandum to the design team and submit one copy to the City.

Task 7 – Environmental Process

Objective: Acquire the various environmental approvals and environmental clearances necessary to facilitate construction of the project.

- A. A wetland delineation will be prepared to comply with the City's critical areas ordinance. The Watershed Company will delineate the wetland area within the Gun Club Road right-of-way and will prepare a critical areas report and mitigation plan that will describe the impacts to buffers and discuss how the proposed construction complies with City critical area and US Army Corps of Engineers (COE) regulations.
- B. Prepare and submit for a critical areas land use permit from the City. The City has an exemption for public utilities intrusion into critical area buffers as long as the intrusion is the minimum necessary. We will prepare the critical areas land use permit and submit plans and paperwork as required by the City.

Task 8 – Permitting

Objective: Provide support required to obtain permits necessary to facilitate construction of the project.

Subtask 8.1 – Grading, Drainage, and Right-of-Way Permits

- A. Prepare and submit application for grading, drainage, and right-of-way permits from the City.
- B. Prepare traffic control plans as necessary for work in major intersections and streets.

Subtask 8.2 – Stormwater General Construction Permit

- A. Prepare and submit for a Stormwater General Construction Permit from the Washington State Department of Ecology.

Subtask 8.3 – SEPA Checklist

- A. Prepare and submit draft SEPA and revise the document as necessary before preparing final documents for City processing.

Subtask 8.4 – WSDOT Permit

- A. Prepare and submit contract documents to the Washington State Department of Transportation document as required to obtain a right-of way permit to bore under State Route 20.

Subtask 8.5 – JARPA Submittal

- A. Prepare a Joint Aquatic Resource Permit Application (JARPA) for City submittal to Washington Department of Ecology (Ecology) and US Army Corps of Engineers (COE) as needed for wetland crossing and/or impacts. This scope assumes a City Critical Areas Ordinance compliance, 401 Water Quality Certification, and Clean Water Act Section 404 Nationwide permit will be required. The JARPA submittal will be formatted to meet COE requirements and will include the wetland delineation and mitigation plan completed under Task 7 above. The City will pay for any environmental review and permit application fees.

Task 9 – Cost Partition Analysis

Objective: Provide a technical memorandum in Word format establishing and summarizing the project cost participation to the Navy and the City for the proposed work.

- A. Establish project design and construction costs and summarize these costs in a technical memorandum.
- B. Develop a strategy for division of project costs between the Navy and the City

Task 10 – Thirty Percent Design

Objective: Prepare 30 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed water system improvements for City review and use at Council workshops, staff meetings, stakeholder meetings, and public venues.

Subtask 10.1 – Base Map

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

Subtask 10.2 – Waterline Alignment

- A. Prepare layouts and full-size drawings of waterline design representing a 30 percent design effort to include alignment, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

Subtask 10.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare preliminary-level construction cost estimates.

Subtask 10.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 11 – Sixty Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 percent design effort.

Subtask 11.1 – Plans

- A. Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 11.2 – Specifications (Draft)

- A. Prepare draft project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 11.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 11.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 12 – Ninety Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

Subtask 12.1 – Plans

- A. Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 12.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal*

Construction. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 12.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 12.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 13 – Final Design

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

Subtask 13.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan sheets, special notes, special details, etc.

Subtask 13.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

Subtask 13.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

Task 14 – Quality Assurance/Quality Control

Objective: Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).

- A. Meetings are to take place at the following levels:
 - 1. Kickoff (5% ±, defined more fully in Task 2).
 - 2. Thirty Percent Design (defined more fully in Task 10).
 - 3. Sixty Percent Design (defined more fully in Task 11).
 - 4. Ninety Percent Design (defined more fully in Task 12).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 15 – Bid Support

Objective: Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.
- C. Participate in prebid meeting.

Task 16 – Record Drawings

Objective: Document the final project as constructed with any modifications from the original design.

- A. Prepare record drawings based upon the contractor's markups, City notes and markups, and G&O's field observations and final inspections.
- B. Provide record drawings as hard copies (three full-size and three half-size plan sets) and in an electronic copy in PDF format.

SCHEDULE B: SOUTHERN EXTENSION OF 384 ZONE

PROJECT UNDERSTANDING

The City of Oak Harbor wishes to contract with Gray & Osborne, Inc. (G&O) to provide engineering design service to facilitate the extension of the 384 Zone to the south to support the Navy. Specifically the project would include the installation of approximately 3,000 LF of 12-inch water main, a PRV, connection to the existing system, and associated restoration items.

More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

- A. Provide overall project management and oversight services, to include:
 - 1. Procure sufficient staff resources to dedicate to the project.
 - 2. Prepare and execute subconsultant contracts.
 - 3. Manage subconsultant work.
 - 4. Manage and control project budget and schedule.
 - 5. Manage and provide monthly progress reports and invoices.

Task 2 – Kickoff Meeting

Objective: Conduct a kickoff meeting with City staff to identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements.

- A. Conduct an initial meeting to initiate the engineering design process for the project, discussing the following items at a minimum. The discussion will include, but not be limited to, the following topics:
 - 1. Review City provided record drawings of existing system.
 - 2. Review and confirm project understanding and design criteria to be employed.
 - 3. Review and confirm task assignments and budget hours for assigned tasks.
 - 4. Review and confirm project schedule and milestones/deliverables.
 - 5. Identify regulatory and/or funding agency requirements.
 - 6. Identify utility purveyors and concerns.
 - 7. Identify project stakeholders and discuss their needs and impacts on the project.

8. Environmental requirements.
9. Document the discussion of the meeting and distribute to all attendees.

Task 3 – Surveying

Objective: Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project.

Subtask 3.1 – Right-of-Way and Easement Research

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor's Office) along the project corridors as required for establishing the existing rights-of-way. This work will include:
 1. Identify current rights-of-way along the proposed alignment.
 2. Overlay the rights-of-way and current property easements on a plan view of the project corridor.

Subtask 3.2 – Topographic Survey

- A. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.

Subtask 3.3 – Exhibits for Navy Easement

- A. Gray & Osborne will provide exhibits as required to support the City obtaining easements from the Navy to facilitate construction of the project.

Task 4 – Utility Data Acquisition

Objective: Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.
- C. Applied Professional Services will be contracted to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

Task 5 – Geotechnical Investigation and Report

Objective: Conduct field explorations to determine design recommendations to support the proposed water system improvements and asphalt reconstruction as well as establishing groundwater levels and character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report in City-approved format.

- A. Perform a geotechnical analysis (PanGEO – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to two test borings (maximum 6-feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for project surface restoration.

- D. Report – PanGEO will prepare a draft report which will be submitted to the City by G&O. The draft report will summarize the results of the geotechnical study and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. G&O will submit one copy of the draft report to the City for its review. Our subconsultant, PanGEO, will revise the draft report to address review comments provided by the City and/or G&O. G&O will submit three copies of the signed and stamped final report to the City.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this task.

Task 6 – Permitting

Objective: Provide support required to obtain permits necessary to facilitate construction of the project.

Subtask 6.1 – Grading, Drainage, and Right-of-Way Permits

- A. Prepare and submit for grading, drainage, and right-of-way permits from the City.
- B. Prepare traffic control plans as necessary for work in major intersections and streets.

Subtask 6.2 – SEPA Checklist

- B. Prepare and submit draft SEPA and revise the document as necessary before preparing final documents for City processing.

Task 7 – Thirty Percent Design

Objective: Prepare 30 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed water system improvements for City review and use at Council workshops, staff meetings, stakeholder meetings, and public venues.

Subtask 7.1 – Base Map

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

Subtask 7.2 – Waterline Alignment

- A. Prepare layouts and full-size drawings of waterline design representing a 30 percent design effort to include alignment, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

Subtask 7.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare preliminary-level construction cost estimates.

Subtask 7.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 8 – Sixty Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 percent design effort.

Subtask 8.1 – Plans

- A. Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 8.2 – Specifications (Draft)

- A. Prepare draft project specifications in WSDOT format referencing the 2012 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 8.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 8.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 9 – Ninety Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

Subtask 9.1 – Plans

- A. Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 9.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 9.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 9.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 10 – Final Design

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

Subtask 10.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan sheets, special notes, special details, etc.

Subtask 10.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

Subtask 10.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

Task 11 – Quality Assurance/Quality Control

Objective: Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).

- A. Meetings are to take place at the following levels:
 1. Kickoff (5% ±, defined more fully in Task 2).
 2. Thirty Percent Design (defined more fully in Task 7).
 3. Sixty Percent Design (defined more fully in Task 8).
 4. Ninety Percent Design (defined more fully in Task 9).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 12 – Bid Support

Objective: Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.

Task 13 – Record Drawings

Objective: Document the final project as constructed with any modifications from the original design.

- A. Prepare record drawings based upon the contractor's markups, City notes and markups, and G&O's field observations and final inspections.
- B. Provide record drawings as hard copies (three full-size and three half-size plan sets) and in an electronic copy in PDF format.

SCHEDULE C: NORTH END WATER MAIN

PROJECT UNDERSTANDING

The City of Oak Harbor wishes to contract with Gray & Osborne, Inc. (G&O) to provide engineering design service to facilitate the installation of 12-inch DI water main to replace the existing 10-inch AC water main to be abandoned as a result of the installation of the cross City water main noted in Schedule A. Specifically the project would include the installation of approximately 2,500 LF of 12-inch water main, connection to the existing system, and associated restoration items.

More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

- A. Provide overall project management and oversight services, to include:
 - 1. Procure sufficient staff resources to dedicate to the project.
 - 2. Prepare and execute subconsultant contracts.
 - 3. Manage subconsultant work.
 - 4. Manage and control project budget and schedule.
 - 5. Manage and provide monthly progress reports and invoices.

Task 2 – Kickoff Meeting

Objective: Conduct a kickoff meeting with City staff to identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements.

- A. Conduct an initial meeting to initiate the engineering design process for the project, discussing the following items at a minimum. The discussion will include, but not be limited to, the following topics:
1. Review City provided record drawings of existing system.
 2. Review and confirm project understanding and design criteria to be employed.
 3. Review and confirm task assignments and budget hours for assigned tasks.
 4. Review and confirm project schedule and milestones/deliverables.
 5. Identify regulatory and/or funding agency requirements.
 6. Identify utility purveyors and concerns.
 7. Identify project stakeholders and discuss their needs and impacts on the project.
 8. Environmental requirements.
 9. Document the discussion of the meeting and distribute to all attendees.

Task 3 – Surveying

Objective: Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project.

Subtask 3.1 – Right-of-Way and Easement Research

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor's Office) along the

project corridors as required for establishing the existing rights-of-way. This work will include:

1. Identify current rights-of-way along the proposed alignment.
2. Overlay the rights-of-way and current property easements on a plan view of the project corridor.

Subtask 3.2 – Topographic Survey

- A. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.

Subtask 3.3 – Exhibits for Navy Easement

- A. Gray & Osborne will provide exhibits as required to support the City obtaining easements from the Navy to facilitate construction of the project.

Task 4 – Utility Data Acquisition

Objective: Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.
- C. Applied Professional Services will be contracted to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

Task 5 – Geotechnical Investigation and Report

Objective: Conduct field explorations to determine design recommendations to support the proposed water system improvements and asphalt reconstruction as well as establishing groundwater levels and character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report in City-approved format.

- A. Perform a geotechnical analysis (PanGEO – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to two test borings (maximum 6-feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for project surface restoration.
- D. Report – PanGEO will prepare a draft report which will be submitted to the City by G&O. The draft report will summarize the results of the geotechnical study and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. G&O will submit one copy of the draft report to the City for its review. Our subconsultant, PanGEO, will revise the draft report to address review comments provided by the City and/or G&O. G&O will submit three copies of the signed and stamped final report to the City.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this task.

Task 6 – Environmental Process

Objective: Acquire the various environmental approvals and environmental clearances necessary to facilitate construction of the project.

- A. A wetland delineation will be prepared to comply with the City's critical areas ordinance. The Watershed Company will delineate the wetland area adjacent to the Ault Field Booster Station site and will prepare a critical areas report and mitigation plan that will describe the impacts to buffers and discuss how the proposed construction complies with City critical area and US Army Corps of Engineers (COE) regulations.
- B. Prepare and submit for a critical areas land use permit from the City. The City has an exemption for public utilities intrusion into critical area buffers as long as the intrusion is the minimum necessary. We will prepare the critical areas land use permit and submit plans and paperwork as required by the City.

Task 7 – Permitting

Objective: Provide support required to obtain permits necessary to facilitate construction of the project.

Subtask 7.1 – Grading, Drainage, and Right-of-Way Permits

- A. Prepare and submit application for grading, drainage, and right-of-way permits from the City.
- B. Prepare traffic control plans as necessary for work in major intersections and streets.

Subtask 7.2 – Stormwater General Construction Permit

- A. Prepare and submit for a Stormwater General Construction Permit from the Washington State Department of Ecology.

Subtask 7.3 – SEPA Checklist

- A. Prepare and submit draft SEPA and revise the document as necessary before preparing final documents for City processing.

Subtask 7.4 – JARPA Submittal

- A. Prepare a Joint Aquatic Resource Permit Application (JARPA) for City submittal to Washington Department of Ecology (Ecology) and US Army Corps of Engineers (COE) as needed for wetland crossing and/or impacts. This scope assumes a City Critical Areas Ordinance compliance, 401 Water Quality Certification, and Clean Water Act Section 404 Nationwide permit will be required. The JARPA submittal will be formatted to meet COE requirements and will include the wetland delineation and mitigation

plan completed under Task 6 above. The City will pay for any environmental review and permit application fees.

Task 8 – Thirty Percent Design

Objective: Prepare 30 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed water system improvements for City review and use at Council workshops, staff meetings, stakeholder meetings, and public venues.

Subtask 8.1 – Base Map

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

Subtask 8.2 – Waterline Alignment

- A. Prepare layouts and full-size drawings of waterline design representing a 30 percent design effort to include alignment, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

Subtask 8.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare preliminary-level construction cost estimates.

Subtask 8.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 9 – Sixty Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 percent design effort.

Subtask 9.1 – Plans

- A. Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 9.2 – Specifications (Draft)

- A. Prepare draft project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 9.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 9.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 10 – Ninety Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

Subtask 10.1 – Plans

- A. Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 10.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 10.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 10.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 11 – Final Design

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

Subtask 11.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan sheets, special notes, special details, etc.

Subtask 11.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

Subtask 11.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

Task 12 – Quality Assurance/Quality Control

Objective: Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).

- A. Meetings are to take place at the following levels:
 1. Kickoff (5% ±, defined more fully in Task 2).
 2. Thirty Percent Design (defined more fully in Task 8).
 3. Sixty Percent Design (defined more fully in Task 9).
 4. Ninety Percent Design (defined more fully in Task 10).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 13 – Bid Support

Objective: Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.

Task 14 – Record Drawings

Objective: Document the final project as constructed with any modifications from the original design.

- A. Prepare record drawings based upon the contractor's markups, City notes and markups, and G&O's field observations and final inspections.
- B. Provide record drawings as hard copies (3 full-size and 3 half-size plan sets) and in an electronic copy in PDF format.

SCHEDULE D – 384 BOOSTER STATION

PROJECT UNDERSTANDING

The City of Oak Harbor desires to contract Gray & Osborne, Inc. (G&O) to provide professional engineering services for predesign and design for the new 384 Zone Booster Station.

It is our understanding the City intends to create a 384 Zone consisting of two separate areas of the City including an area to the south of the proposed 384 Zone Booster Station and an area on the eastern edge of the City that would also serve adjacent Navy areas.

It is our understanding that the new facility will need to supply all normal daily flows but will also include the ability to provide fire flow to the 384 Zone including 2,500 gpm fire flow for the West 384 Zone and a minimum 3,500 gpm fire flow for the East 384 Zone. The new facility will also include backup power.

Gray & Osborne anticipates using existing site survey information and geotechnical information that was gathered for previous projects; namely, the Gun Club Road Waterline and the North Reservoir. This scope of work also presumes that the stormwater plan and SEPA checklist for the Gun Club Road and North Reservoir projects will not need to be changed for the booster station and, consequently, work for stormwater planning and SEPA are not included in this Scope of Work.

Task 1 – Project Management and Oversight

Objective: To provide overall project management, oversight, and quality control of the project work by a Principle-In-Charge and senior staff members.

- A. Provide overall project management and oversight as follows:
- Ensure sufficient staff resources to dedicate to the project.
 - Manage project budget and schedule.
 - Prepare and provide monthly progress reports and invoices.

Task 2 – Kick-Off Meeting

Objective: To conduct a kick-off meeting for the project to identify critical path schedule and task items, to confirm the format for and schedule of deliverables, to discuss major project assignments and project specific regulatory requirements.

- A. Conduct an initial kick-off meeting to initiate the design process, discussing the following items at a minimum:
- Review preliminary booster station design information.
 - Review any City site documentation.
 - Review and discuss City permitting processes and regulations.
 - Review and confirm major task assignments.
 - Review and confirm project schedule and milestones.
 - Identify any outside stakeholders.
 - Identify design parameters and facility expectations including quantifying the required fire flow.
- B. Prepare and distribute meeting minutes to all attendees.

Task 3 – Prepare Predesign Report

Objective: To prepare a Predesign Report for City staff review sufficient to meet WAC 246-290 requirements for an engineering report.

- A. Acquire available information (i.e., interview with City staff, previous studies and analyses) regarding the design and operation of the existing facility.
- B. Model the proposed 384 Zones with the City's hydraulic model to develop an accurate estimate of hydraulic conditions at the anticipated flows, both normal daily and fire flow, to the two 384 Zones, both individually and in aggregate.

- C. Provide an alternative analysis of pump types, configurations, and sizes based on the hydraulic analysis.
- D. Provide an alternative analysis of building construction type including life-cycle cost analysis. Provide a recommended alternative.
- E. Provide a discussion of booster station operation with respect to the existing reservoir and the system.
- F. Provide a discussion of recommended booster station features and accessories.
- G. Summarize stormwater regulations and impacts to the project based on the Stormwater Plan previously developed for the Gun Club Road and North Reservoir Projects.
- H. Provide a discussion of reservoir controls including a SCADA input/output list for both the new and existing reservoirs.
- I. Prepare a preliminary site layout and booster station elevation figures.
- J. Prepare predesign level cost estimate.
- K. Provide draft Predesign Report for staff review.
- L. Meet with City staff to review draft report and receive comment.
- M. Finalize the Predesign Report incorporating City comments. Submit to DOH for review and approval.

Task 4 – Prepare Plans and Specifications

Objective: To prepare plans and specifications suitable for public bidding and to prepare a design-level cost estimate.

- A. Prepare 30 percent plans for City review with site plan, building plan, and building elevations, along with a specification outline and cost estimate.
- B. Prepare 60 percent plans for City review with site civil, mechanical, and preliminary electrical drawings. The 60 percent submittal will include a draft set of specifications in CSI format and a cost estimate.
- C. Prepare 90 percent plans and specifications for City review, permit application, and DOH approval. The 90 percent submittal will include a cost estimate.

- D. Prepare final construction documents suitable for public bidding including any subsequent contract bidding addenda.

Task 5 – Provide Permitting Assistance

Objective: To provide permitting assistance for obtaining the City of Oak Harbor Building, Clearing and Grading, and Mechanical Permits.

- A. Submit 90 percent plans, specifications, and structural calculations for securing the necessary City permits.

Task 6 – Provide Bidding and Award Assistance

Objective: To support City staff in the advertising, bidding, and awarding of the construction contract.

- A. Coordinate the advertisement of the Call for Bids in the fashion requested by the City.
- B. Attend one prebid site meeting.
- C. Answer contractor inquiries.
- D. Attend bid opening.
- E. Review bids and provide a Recommendation to Award letter for submission to City Council.

Task 7 – Quality Assurance/Quality Control

- A. Oversee quality assurance/quality control (QA/QC) meetings during the course of the project. The meetings will include senior staff not necessarily associated with the project, select design team members, and City staff (as required and/or desired). Meetings will take place at the following design completion levels:
- Draft Predesign
 - 30 percent design effort
 - 60 percent design effort
 - 90 percent design effort
- B. Ensure incorporation of all relevant comments and suggestions into the construction documents resulting from QA/QC reviews.

Task 8 – In-Office Support Services

Objective: Provide in-office support to address and respond to contractors and City of Oak Harbor staff questions and concerns during construction.

- A. Provide as needed in-office support to respond to Contractor's and City of Oak Harbor's questions during construction.
- B. Prepare drawings/exhibits as required to clarify design/construction issues.
- C. Assist in the evaluation of change order during construction.

Task 9 – Submittal Review

Objective: Review product submittal information for compliance with contract requirements.

- A. Provide in-office review of information submitted by the Contractor as required by the contract documents to ensure compliance with the permits and intent of contract documents.
- B. Track submittals and provide written response/approval to Contractor-submitted information.

Task 10 – Startup Assistance

Objective: Provide startup assistance to verify the facility is operating per design and to acquaint City staff with facility operations.

- A. Prepare written booster station startup protocol including electric motor startup checklists.
- B. Attend integrator testing of booster station control panel and telemetry at integrator's shop.
- C. Attend preliminary and final startup meetings at the booster station site including onsite pump analysis for head, flow, and amperage measurements.
- D. Provide a written memorandum documenting the performance of each booster pump unit.

Task 11 – Record Drawings

Objective: Document the final project as constructed with any modifications from the original design.

- A. Prepare record drawings based upon the contractor’s markups, City of Oak Harbor notes and markups, and G&O’s field observations and final inspections.
- B. Provide record drawings as hard copies (3 full-size and 3 half-size plan sets) and in an electronic copy in PDF format.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

- 1. Three paper copies of the final hydraulic analysis memorandum..... Schedule A
- 2. Three paper copies of the Booster Station Predesign Report Schedule D
- 3. Three paper copies of the final geotechnical report. ..Schedules A, B and C
- 4. Three paper copies of the environmental documentation. Schedules A and C
- 5. Three paper copies of any permits acquired during the development of the project.Schedules A, B and C
- 6. SEPA checklist.Schedules A, B and C
- 7. Three copies of full-scale drawings at 30 percent, 60 percent, and 90 percent design effort levels. This Contract anticipates a maximum of 30 sheets will be required to facilitate the bidding and construction of Schedules A, B and C.....Schedules A, B, C and D

8. Three copies of project specifications and cost estimate at 60 percent and 90 percent design effort levels.....Schedules A, B, C and D
9. One electronic set of final construction drawings (PDF).Schedules A, B, C and D
10. One electronic set of final project specifications (PDF).Schedules A, B, C and D
11. Three half-scale 11" x 17" original and 3 full-scale paper copy sets of final construction drawings.Schedules A, B, C and D
12. One original paper copy of final project specifications.Schedules A, B, C and D
13. Three half-size 11" x 17" original and 3 full-scale paper copy sets of record drawings.Schedules A, B, C and D
14. One electronic set of record drawings (PDF).Schedules A, B, C and D
15. Project CAD files as requested by the City.Schedules A, B, C and D

SCHEDULE

The City of Oak Harbor desires the project to be out to bid by the spring of 2013. We anticipate the following schedule for Schedules A, B and C:

30 Percent Design Effort	August 30, 2013
60 Percent Design Effort	October 31, 2012
90 Percent Design Effort	January 31, 2013
Final Design Effort	February 28, 2013

We anticipate the following schedule for Schedule D:

Contract Execution	June 2013
Draft Predesign Report	August 2013
30 Percent Design	October 2013
60 Percent Design	January 2014
90 Percent Design	March 2014
Bid and Award	April 2014

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (1 week) review of all submittals.
2. This scope of work assumes that the City will provide G&O with relevant capacity requirements and record drawings of existing water system infrastructure along the project alignment, as may be available and/or pertinent to the project.
3. The City has noted that they have already been in contact with the Department of Archaeology and Historic Preservation and no further effort is required by G&O with regard to cultural resource or archaeological assessments. This contract therefore does not include any services for cultural resources or archaeological assessment.
4. This scope of work assumes that the City will advertise and circulate the SEPA checklist document, pay any costs of publication, and make timely threshold determinations.
5. This scope of work assumes that the City will agree to appear as "Applicant" on all permits, will function as lead agency for the environmental documentation process, and will pay all costs or fees associated with the various permits that may be required.
6. This scope of work assumes that the City will make arrangements for and provide a suitable location to accommodate the bid opening.
7. This scope of work assumes that the City will provide all coordination with the Navy as may be required during project design. In addition, this scope of work assumes that the City will coordinate, develop and submit for any easements required from the Navy as needed to facilitate project construction. G&O will provide easement descriptions.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Oak Harbor - Water System Improvements - Schedule A: Cross City Water Transmission Line and Development of East 384 Zone

Tasks	Principal Hours	Project Manager Hours	Eng. V and VI Hours	Eng. IV Hours	Eng. I and II Hours	Environmental Tech./ Specialist Hours	AutoCAD/GIS Mgr. Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management and Oversight	8	80	24							
2 Kickoff Meeting		8	8			8				
3 Surveying		4	4	4	8		4	24	40	120
4 Utility Data Acquisition		4	4	8	16		4	16		
5 Geotechnical Investigation and Report		4	8	4	4					
6 Prepare Hydraulic Analysis Memorandum	4	8	16	24	40			16		
7 Environmental Process	2	4	16	4	4	60		24		
8 Permitting	2	8	16	24	40	24	4	16		
9 Cost Partition Analysis	4	8	8	16	24			8		
10 Thirty Percent Design	4	40	80	180	220	8	80	180		
11 Sixty Percent Design	8	80	120	240	280	8	80	280		
12 Ninety Percent Design	8	80	120	240	280	8	80	280		
13 Final Design	4	40	80	160	180	4	40	180		
14 Quality Assurance/Quality Control	48	16	24	24	24	16				
15 Bid Support		2	4	8	16		4	4		
16 Record Drawings		2	4	4	4		8	16		
Hour Estimate:	92	388	536	940	1140	136	304	1044	40	120
Estimated Hourly Rates:	\$49.50	\$42.70	\$36.00	\$36.85	\$27.90	\$39.45	\$31.15	\$24.25	\$36.10	\$78.25
Direct Labor Cost:	\$4,554	\$16,568	\$19,296	\$34,639	\$31,806	\$5,365	\$9,470	\$25,317	\$1,444	\$9,390

Subtotal Direct Labor: \$ 157,849
 Indirect Costs (180% on Direct Labor): \$ 284,128
 Fixed Fee (42% on Direct Labor): \$ 66,296
 Subtotal Labor & Fees: \$ 508,273

Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ \$0.56/mile) \$ 525
 Printing \$ 707
 Subconsultant:
 APS \$ 6,400
 Pan GEO \$ 12,500
 The Watershed Company \$ 11,550
 Subconsultant Overhead (10%) \$ 3,045

TOTAL ESTIMATED COST: \$ 543,000

* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Oak Harbor - Water System Improvements - Schedule B: Southern Extension of 384 Zone

Tasks	Principal Hours	Project Manager Hours	Eng. V and VI Hours	Eng. IV Hours	Eng. I and II Hours	AutoCAD/GIS Mgr./Graphic Artist Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management and Oversight	2	16	8						
2 Kickoff Meeting		4	4						
3 Surveying		2	4	4	4	4		16	40
4 Utility Data Acquisition		4	4	4	8	8			
5 Geotechnical Investigation and Report		4	4	4	4				
6 Permitting		4	8	8	8				
7 Thirty Percent Design	4	8	24	32	40	24	40		
8 Sixty Percent Design	4	16	32	40	80	40	80		
9 Ninety Percent Design	4	16	32	40	80	40	80		
10 Final Design	4	8	16	24	24	24	40		
11 Quality Assurance/Quality Control	16	12	12	12	12				
12 Bid Support		4	4	4	4				
13 Record Drawings		4	4	4	4	12			
Hour Estimate:	34	102	156	176	268	152	240	16	40
Direct Labor Cost Billing Rate Range:	\$35 to \$59	\$35 to \$59	\$35 to \$56	\$33 to \$41	\$24 to \$33	\$29 to \$36	\$14 to \$27	\$34 to \$38	\$68 to \$85
Estimated Hourly Rates:	\$49.50	\$42.70	\$36.00	\$36.85	\$27.90	\$31.15	\$24.25	\$36.10	\$78.25
Direct Labor Cost:	\$1,683	\$4,355	\$5,616	\$6,486	\$7,477	\$4,735	\$5,820	\$578	\$3,130

Subtotal Direct Labor: \$ 39,880
 Indirect Costs (180% on Direct Labor): \$ 71,784
 Fixed Fee (42% on Direct Labor): \$ 16,750
 Subtotal Labor & Fees: \$ 128,414

Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ \$0.56/mile) \$ 200
 Printing \$ 376
 Subconsultant:
 APS \$ 3,200
 Pan GEO \$ 2,900
 Subconsultant Overhead (10%) \$ 610

TOTAL ESTIMATED COST: \$ 135,700

* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Oak Harbor - Water System Improvements - Schedule C: Northend Water Main

Tasks	Principal Hours	Project Manager Hours	Eng. V and VI Hours	Eng. IV Hours	Eng. I and II Hours	Environmental Tech./ Specialist Hours	AutoCAD/GIS Mgr. Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management and Oversight	2	16	8							
2 Kickoff Meeting		4	4			4				
3 Surveying		2	4	4	4		4	12	16	40
4 Utility Data Acquisition		4	4	4	8		2	8		
5 Geotechnical Investigation and Report		4	4	4	4					
6 Environmental Process	2	2	8	2	2	30		12		
7 Permitting	2	4	8	16	16	12	2	8		
8 Thirty Percent Design	4	8	16	24	32	4	16	24		
9 Sixty Percent Design	4	16	24	40	40	4	24	60		
10 Ninety Percent Design	4	16	24	40	40	4	24	60		
11 Final Design	4	8	12	16	24	2	16	24		
12 Quality Assurance/Quality Control	16	8	8	8	8	8				
13 Bid Support		4	4	4	4					
14 Record Drawings		4	4	4	4		12			
Hour Estimate:	38	100	132	166	186	68	100	208	16	40
Direct Labor Cost Billing Rate Range:	\$35 to \$59	\$35 to \$59	\$35 to \$56	\$33 to \$41	\$24 to \$33	\$25 to \$40	\$29 to \$36	\$14 to \$27	\$34 to \$38	\$68 to \$85
Estimated Hourly Rates:	\$49.50	\$42.70	\$36.00	\$36.85	\$27.90	\$39.45	\$31.15	\$24.25	\$36.10	\$78.25
Direct Labor Cost:	\$1,881	\$4,270	\$4,752	\$6,117	\$5,189	\$2,683	\$3,115	\$5,044	\$578	\$3,130

Subtotal Direct Labor: \$ 36,759
 Indirect Costs (180% on Direct Labor): \$ 66,166
 Fixed Fee (42% on Direct Labor): \$ 15,439
 Subtotal Labor & Fees: \$ 118,364

Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ \$0.56/mile) \$ 200
 Printing \$ 326
 Subconsultant:
 APS \$ 3,200
 Pan GEO \$ 2,900
 The Watershed Company \$ 9,000
 Subconsultant Overhead (10%) \$ 1,510

TOTAL ESTIMATED COST: \$ 135,500

* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Oak Harbor - Water System Improvements Schedule D: 384 Booster Station

Tasks	Principal Hours	Project Manager Hours	Eng. III Hours	Structural Eng. Hours	Mechanical Eng. Hours	Electrical Eng. Hours	AutoCAD/GIS Tech./Eng. Intern Hours
Task 1 - Project Management		12					
Task 2 - Kickoff Meeting		6	6			6	
Task 3 - Prepare Predesign Report		32	80	8	8	16	32
Task 4 - Prepare Plans and Specifications							
30% Plan Submittal		8	44	8	8	32	64
60% Plan Submittal		8	60	8	4	40	64
90% Plan Submittal		24	60	32	16	40	100
Final Construction Documents		8	32	16	12	48	40
Task 5 - Provide Permitting Assistance		16	8	8	4		
Task 6 - Provide Bidding and Award Assistance		6	6	2	2	2	
Task 7 - QA/QC	12	12	12	8	4	12	
Task 8 - In-Office Support Services		6	32	8	20	12	8
Task 9 - Submittal Review		6	40	12	24	24	
Task 10 - Startup Assistance		16	16			16	
Task 11 - Record Drawings			6	2	2	4	24
Hour Estimate:	12	160	402	112	104	252	332
Direct Labor Cost Billing Rate Range:	\$35 to \$59	\$35 to \$59	\$29 to \$35	\$31 to \$40	\$31 to \$40	\$32 to \$43	\$14 to \$27
Estimated Hourly Rates:	\$49.50	\$42.70	\$32.00	\$35.50	\$35.80	\$41.00	\$24.25
Direct Labor Cost:	\$594	\$6,832	\$12,864	\$3,976	\$3,723	\$10,332	\$8,051

Subtotal Direct Labor:	\$ 46,372
Indirect Costs (180% on Direct Labor):	\$ 83,470
Fixed Fee (42% on Direct Labor):	\$ 19,476
Subtotal Labor & Fees:	\$ 149,318
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 582
TOTAL ESTIMATED COST:	\$ 149,900

* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

EXHIBIT C
PAYMENT (NEGOTIATED HOURLY RATE PLUS COSTS)

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

1. Hourly Rates

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

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

2. Direct Non-salary Costs

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

3. **Management Reserve Fund**

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

4. **Maximum Amount Payable**

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

5. **Monthly Progress Payments**

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

6. **Inspection of Cost Records**

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

7. **Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT.

Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

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

EXHIBIT D-2
CONSULTANT FEE DETERMINATION - SUMMARY SHEET
(Specific Rates of Pay)

Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @180%	Profit @42%	Rate Per Hour
<u>Principal</u>	<u>\$49.50</u>	<u>\$89.10</u>	<u>\$20.79</u>	<u>\$159.39</u>
<u>Project Manager</u>	<u>\$42.70</u>	<u>\$76.86</u>	<u>\$17.93</u>	<u>\$137.49</u>
<u>Eng. V & VI</u>	<u>\$36.00</u>	<u>\$64.80</u>	<u>\$15.12</u>	<u>\$115.92</u>
<u>Eng. IV</u>	<u>\$36.85</u>	<u>\$66.33</u>	<u>\$15.48</u>	<u>\$118.66</u>
<u>Eng. I & II</u>	<u>\$27.90</u>	<u>\$50.22</u>	<u>\$11.72</u>	<u>\$ 89.84</u>
<u>Env. Tech.</u>	<u>\$39.45</u>	<u>\$71.01</u>	<u>\$16.57</u>	<u>\$127.03</u>
<u>ACAD Manager</u>	<u>\$31.15</u>	<u>\$56.07</u>	<u>\$13.08</u>	<u>\$100.30</u>
<u>ACAD Tech.</u>	<u>\$24.25</u>	<u>\$43.65</u>	<u>\$10.14</u>	<u>\$ 78.09</u>
<u>PLS</u>	<u>\$36.10</u>	<u>\$64.98</u>	<u>\$15.16</u>	<u>\$116.24</u>
<u>Survey Crew</u>	<u>\$78.25</u>	<u>\$140.85</u>	<u>\$32.87</u>	<u>\$251.97</u>
<u>Eng. III</u>	<u>\$32.00</u>	<u>\$57.60</u>	<u>\$13.44</u>	<u>\$103.04</u>
<u>Structural Eng.</u>	<u>\$35.50</u>	<u>\$63.90</u>	<u>\$14.91</u>	<u>\$114.31</u>
<u>Mechanical Eng.</u>	<u>\$35.80</u>	<u>\$64.44</u>	<u>\$15.04</u>	<u>\$115.28</u>
<u>Electrical Eng.</u>	<u>\$41.00</u>	<u>\$73.80</u>	<u>\$17.72</u>	<u>\$132.02</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

Specific Rates of Pay Contracts

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

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

THE WATERSHED COMPANY

Project: Water System Improvements: Schedules A, B, C, and D

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
<u>Field Biologist</u>	<u>90</u>		<u>\$26.00</u>		<u>\$ 2,340.00</u>
<u>Landscape Designer</u>	<u>8</u>		<u>\$24.00</u>		<u>\$ 192.00</u>
<u>Ecologist</u>	<u>32</u>		<u>\$29.00</u>		<u>\$ 928.00</u>
<u>Project Administrator</u>	<u>4</u>		<u>\$29.00</u>		<u>\$ 116.00</u>
<u>Landscape Architect</u>	<u>60</u>		<u>\$29.00</u>		<u>\$ 1,740.00</u>
<u>Sr. Landscape Architect</u>	<u>8</u>		<u>\$39.00</u>		<u>\$ 312.00</u>
<u>Sr. Ecologist</u>	<u>30</u>		<u>\$41.00</u>		<u>\$ 1,230.00</u>
<u> </u>	<u> </u>		<u> </u>		<u>\$ </u>
<u> </u>	<u> </u>		<u> </u>		<u>\$ </u>
<u> </u>	<u> </u>		<u> </u>		<u>\$ </u>
<u> </u>	<u> </u>		<u> </u>		<u>\$ </u>
<u> </u>	<u> </u>		<u> </u>		<u>\$ </u>
<u> </u>	<u> </u>		<u> </u>		<u>\$ </u>
			Total DSC =		<u>\$ 6,858.00</u>

Overhead (OH Cost -- including Salary Additives):
 OH Rate x DSC of 166.56% x \$6,858.00 \$ 11,422.68

Fixed Fee (FF):
 FF Rate x DSC of 30% x \$6,858.00 \$ 2,057.40

Reimbursables:
 Itemized \$ 211.92

Grand Total \$ 20,550.00

Prepared by Hugh Mortensen Date May 15, 2013

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

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

Fringe Benefits

FICA
Unemployment
Medical Aid and Industrial Insurance
Company Insurance and Medical
Vacation, Holiday, and Sick Leave
Commission, Bonuses/Pension Plan.....

Total Fringe Benefits

General Overhead

State B&O Taxes
Insurance.....
Administration and Time Not Assignable.....
Printing, Stationary, and Supplies.....
Professional Services.....
Travel Not Assignable.....
Telephone and Telegraph Not Assignable.....
Fees, Dues, Professional Meetings.....
Utilities and Maintenance.....
Professional Development.....
Rent.....
Equipment Support.....
Office Miscellaneous, Postage.....

Total Generated Overhead

TOTAL

See Attached WSDOT Audited Overhead

City of Oak Harbor City Council Agenda Bill

Bill No. 6.b.
Date: June 18, 2013
Subject: Council Request

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

At the June 4, 2013 City Council meeting, a request was made to bring forward an agenda bill “to consider deferring the implementation date of the employees’ 2% cola and termination of the “opt-out” provision for non-represented employees from July 1, 2013 to January 1, 2014.

This agenda bill is presented as directed by the aforementioned motion.

AUTHORITY

The City has authority under RCW 35A.11.020 to regulate its internal affairs and to provide for the improvement of public ways in the rendering of local social, cultural, recreational, educational, governmental, or corporate services, including operating and supplying of utilities and municipal services commonly or conveniently rendered by cities or towns and authority under RCW 35A.40.080 to issue bonds, coupons and warrants and other forms of debt

FISCAL IMPACT DESCRIPTION

Funds Required: _____
Appropriation Source: _____

SUMMARY STATEMENT

RECOMMENDED ACTION

ATTACHMENTS