



September 3, 2013

CITY COUNCIL AGENDA

6:00 p.m.

1. CALL TO ORDER

Invocation/Pledge of Allegiance

HONORS AND RECOGNITIONS

- Employee Recognition – Steve Powers, 15 Years; Floyd Dalton, 15 Years;
- Proclamation for Constitution Week, September 15-22, 2013

2. APPROVAL OF AGENDA

3. CITIZEN COMMENT PERIOD

4. CONSENT AGENDA

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

5. STAFF, MAYOR AND COUNCIL COMMENTS

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

6. ORDINANCE AND RESOLUTIONS

- a. (1) Ordinance 1664: Amending OHMC 1.04.020 and adding Sections 1.04.035, .040 and .050 Relating to Ordinances
- (2) Motion to amend the Administration and Personnel Council Rules



September 3, 2013

CITY COUNCIL AGENDA

6:00 p.m.

6. ORDINANCE AND RESOLUTIONS, cont.

- b. Ordinance 1667: Amending Chapter 2.33.010 of the OHMC Relating to the LEOFF Disability Board

- c. (1) Ordinance 1666: Relating to a Moratorium on Medical Marijuana and Setting a Public Hearing for October 1, 2013

- (2) Ordinance 1665: Relating to a Moratorium on Initiative Measure No. 502 and Setting a Public Hearing for October 1, 2013

7. PUBLIC HEARINGS/PUBLIC MEETINGS

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- a. Discussion - Chamber of Commerce Tourism Services Agreement
- b. Motion to authorize the Mayor to sign Amendment No.1 to the Professional Services Agreement with Equinox Research and Consulting International (ERCI) for on-call archaeological services and increasing the not-to-exceed contract amount by \$41,055.00; from \$9,944.00 to \$50,999.00
- c. Motion to authorize the Mayor to sign a purchase order to Puget Sound Energy in the amount of \$107,486.09 for extending electric power facilities to the North Reservoir site; and to authorize the City Engineer to administratively approve changes to the Purchase Order totaling not more than \$5,000.00
- d. Motion to authorize the Mayor to sign grant funding applications to the Transportation Improvement Board Arterial Preservation Program for overlay of NW Heller Street
- e. Executive Session – Potential Litigation

10. ADJOURNMENT

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

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

Thank you for participating in your City Government!

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

City of Oak Harbor City Council Agenda Bill

Bill No. _____
Date: September 3, 2013
Subject: Employee Recognition –
Steve Powers

FROM: Scott Dudley
Mayor 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

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

AUTHORITY

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

FISCAL IMPACT DESCRIPTION

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

SUMMARY STATEMENT

The Mayor and City Council will recognize Steve Powers, Director of Development Services, for 15 years of service with the City.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Congratulate Mr. Powers for his 15 years of service.

ATTACHMENTS

None.

City of Oak Harbor City Council Agenda Bill

Bill No.

Date:

Subject:

September 3, 2013

Employee Recognition –
Floyd Dalton

FROM: Scott Dudley
Mayor 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

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

AUTHORITY

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

FISCAL IMPACT DESCRIPTION

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

SUMMARY STATEMENT

The Mayor and City Council will recognize Floyd Dalton of our Parks Division for 15 years of service with the City.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Congratulate Mr. Dalton for his 15 years of service.

ATTACHMENTS

None.

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR



PROCLAMATION IN RECOGNITION OF

CONSTITUTION WEEK SEPTEMBER 15-22, 2013

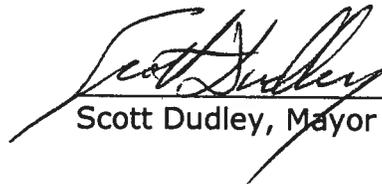
WHEREAS, September 17, 2013 marks the two hundred twenty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 15-22 as Constitution Week.

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim the week of **September 15-22, 2013** as **Constitution Week** ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Signed this 3rd day of September 2013



Scott Dudley, Mayor

Oak Harbor City Council
Regular Meeting Minutes
August 7, 2013

CALL TO ORDER

Mayor Scott Dudley called the meeting to order at 6:01 p.m.

Motion: Councilmember Campbell moved to excuse Councilmember Tara Hizon from the meeting. The motion was seconded by Councilmember Munns and carried unanimously.

INVOCATION/PLEDGE OF ALLEGIANCE

Pastor Stoneham of Word of Everlasting Life & Faith Church gave the invocation and Mayor Dudley led the Pledge of Allegiance.

ROLL CALL

Present:

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

Staff Present:

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

HONORS AND RECOGNITIONS

Councilmember Severns announced that former Councilmember and Mayor Pro Tem Mike Milat was in the hospital in grave condition following bypass surgery. Mayor Dudley asked for a moment of silence.

Proclamation for Help Korean War Veterans Remembrance Day

Councilmember Servatius was joined at the podium by VFW Post Commander Pierce as he proclaimed July 27, 2013, as Korean War Veterans Remembrance Day in the City of Oak Harbor and encouraged all Americans to recognize the valor and sacrifice of our veterans through appropriate public ceremonies and private prayers.

Police and Fire Departments Life Saving Awards

Officer Jon Valenzuela was recognized for his dedication and professionalism of the highest level for saving the life of a man during a suicide attempt.

Officers Mike Clements and Mel Lolmaugh were recognized for saving a young lady experiencing a life-threatening situation. Their quick response and medical aid until paramedics arrived had a direct effect on her life.

Employee Recognition

Officers Tony Slowik and Ron Esparza were recognized for 10 years of service to the City of Oak Harbor. Chief Green presented both officers with fleece jackets with the City logo.

At 6:22 p.m. Mayor Dudley announced a five-minute recess to congratulate the officers for their dedication and commitment to duty.

APPROVAL OF AGENDA

Motion: Councilmember AlMBERG moved to approve the Agenda with the addition of consent Agenda Item 3.q. Excused Absence for Jim Campbell. The motion was seconded by Councilmember Munns and carried unanimously.

CITIZEN COMMENT PERIOD

Garret Newkirk, referring to the sign “Jets = Jobs” in the Council Chambers, stated the jets were putting his family farm out of business. He is unemployed and wants to know where the jobs are.

Wendy Campbell DeWinter also spoke in opposition to jet noise.

Larry Rebich discussed needed improvements at StaySail RV Park. He provided several suggestions and encouraged Council to spend a minimal amount of money and consider raising the rental fee.

Arts Commissioner William “Skip” Potilla provided information about Driftwood Days scheduled for August 24th at WindJammer Park.

CONSENT AGENDA

- a. Minutes of the Regular City Council meeting held July 2, 2013
- b. Approval of Accounts Payable Voucher Nos. 154753 through 154761 in the amount of \$607.84; 154762 in the amount of \$2,610.00; 154763 through 154896 in the amount of \$17,652.01; and 154897 through 154909 in the amount of \$1,628.36
- c. Motion to excuse Councilmember Danny Paggao from the workshop meeting of August 28, 2013, and the regular meeting of September 3, 2013
- d. Introduction of Ordinance 1664: Amending OHMC 1.04.020 and Adding Sections 1.04.035, .040 and .050 Relating to Introduction, Enactment and Effective Date of Ordinances (September 3, 2013)
- e. Motion to authorize the Mayor to sign the NASWI Modification of Contract N44255-85-C-6905 Relating to Wastewater Treatment Rates
- f. Motion to appoint Dana Beckman to the Lodging Tax Advisory Committee
- g. Motion to refer potential changes in the use of 2% funds to the Lodging Tax Advisory Committee for review and comment
- h. Motion to authorize the Mayor to sign the Department of Enterprise Services Master Contracts Usage Agreement
- i. Motion to authorize staff to proceed with advertisement to bid for automated refuse trucks
- j. Motion to authorize staff to proceed with advertisement to bid for a 5-yard swap loader
- k. Motion to authorize staff to proceed with advertisement to bid for a truck scale
- l. Motion to approve and authorize the Mayor to sign the Labor Agreement with Teamsters Union Local 231, Public Works Employees effective through December 31, 2016

- m. Motion to authorize the Mayor to sign a Professional Services Agreement with Tamra Sipes for the 2014 Whidbey Island Marathon
- n. Motion to authorize the Mayor to sign an Amendment for a 5-year extension to the Agreement to Utilize Island Thrift Modular Facility
- o. Motion to eliminate the HR Analyst position (Grade 42; .45 FTE), authorize the HR Administrative Assistant position (Grade 37; 1.0 FTE), and reclassify Accountant (Grade 43) to Accounting Technician (Grade 34)
- p. Resolution 13-19: Declaring Certain Obsolete Personal Property of the City Surplus and Authorizing Disposal
- q. Motion to excuse Councilmember Jim Campbell from the workshop meeting of August 28, 2013, and the regular meeting of September 3, 2013 (added to agenda)

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

STAFF AND COUNCIL COMMENTS

City Administrator Dr. Larry Cort reminded Council of upcoming meetings and provided details for the Public Works Tour scheduled for August 9th.

Dr. Cort reported that one of the three pumps failed at the diversion station, requiring emergency replacement in the amount of \$22,799.00. Council will approve the procurement retroactively according to emergency procedures.

Mayor Scott Dudley reported on the weekend activities that make Oak Harbor special and unique. He discussed National Night Out, the Fidalgo Pig Roast, the Car Show and Driftwood Days.

Councilmember Campbell stated movie makers were on the island and the producer is a home town boy. If you know of any mansions on the island, they're looking for locations to film. Please contact the Island County Tourism Board.

Councilmember AlMBERG reported on the seven squadrons coming to Oak Harbor. He stated the City of Anacortes is going after these squadrons.

Motion: Councilmember AlMBERG moved to add a discussion item to the August 28, 2013, workshop agenda, to formulate a joint marketing strategy with the Oak Harbor School District, Chamber of Commerce, Island County, local Realtors, and the City to attract the new NASWI squadron personnel to locate in the Oak Harbor area. The motion was seconded by Councilmember Munns.

Councilmember Munns moved to insert "builders." The motion to amend was seconded by Councilmember Campbell and carried unanimously.

The motion, as amended, carried unanimously.

Councilmembers Paggao and Servatius spoke in support.

Motion: Councilmember AlMBERG moved, seconded by Councilmember Campbell, to add the contract renewal with the Chamber of Commerce to the regular meeting agenda of September 17, 2013.

Councilmember Servatius spoke in support

The motion carried unanimously.

Councilmember Munns thanked the community for providing assistance to the Help House. She encouraged citizens to think about donating money or food.

Councilmember Severns reported he attended the Economic Development Council luncheon on July 17th and the Cascade Loop Road Show on the 25th. Oak Harbor is part of the Cascade Loop and they'll have a new brochure coming out this year.

Councilmember Severns also invited everyone to the Fidalgo Block Party and the Oak Harbor Music Festival.

ORDINANCES AND RESOLUTIONS

Ordinance 1662: Relating to the Oak Harbor Youth Commission
City Administrator Dr. Larry Cort provided the staff report.

Ordinance 1662 **An Ordinance of the City of Oak Harbor Amending Section 2.250.030, "Organization" of the Oak Harbor Municipal Code Adding Attendance Requirements for Youth Commission Membership**

Motion: Councilmember Servatius moved to adopt Ordinance 1662. The motion was seconded by Councilmember Munns and carried unanimously.

Resolution 13-17: Accepting the 20-Year Population Projection for Island County
Senior Planner Cac Kamac provided the staff report.

Resolution 13-17: **A Resolution Accepting the 20 Year Population Projection for Island County as a Basis for the 2016 Comprehensive Plan Update and the County Wide Planning Policies**

Garrett Newkirk spoke in opposition stating the numbers in the Resolution weren't accurate.

Wendy Campbell DeWinter spoke in opposition.

Councilmembers Servatius and Munns spoke in support.

Motion: Councilmember Severns moved to adopt Resolution 13-17. The motion was seconded by Councilmember Campbell and carried unanimously.

At 7:29 p.m. the Mayor announced a 5-minute recess.

The meeting reconvened at 7:35 p.m.

Resolution 13-20: Supporting Naval Air Station Whidbey Island and its Training Activities and Facilities

City Administrator Dr. Cort introduced the resolution and Councilmember Beth Munns read Resolution 13-20 in its entirety.

Speaking in opposition:
Garrett Newkirk
Wendy Campbell DeWinter

Speaking in support:
Dr. Baker
Wayne Locke
Shane Hoffmire
Lucas Yonkman

All Councilmembers provided words of support for the Navy and the Resolution.

Resolution 13-20: A Resolution of the City of Oak Harbor, Washington, Supporting Naval Air Station Whidbey Island and its Training Activities and Facilities

Motion: Councilmember Servatius moved to adopt Resolution 13-20. The motion was seconded by Councilmember Severns and carried unanimously.

PUBLIC MEETINGS/HEARINGS

Resolution 13-18 Declaring Certain Personal Property of City Utilities Surplus
Public Works Director Cathy Rosen provided the staff report.

Mayor Dudley opened the public hearing at 8:09 p.m. No testimony was provided and the hearing was closed.

Resolution 13-18: A Resolution of the City of Oak Harbor, Washington, Declaring Certain Property of the Water, Solid Waste, Storm Drain and Sewer Utilities Surplus and Authorizing Disposal

Motion: Councilmember Severns moved, seconded by Councilmember Campbell, to adopt Resolution 13-18. The motion carried unanimously.

NEW BUSINESS

Professional Services Agreement for Value Engineering Services
City Engineer Joe Stowell provided the staff report.

Councilmembers asked Mr. Stowell about the necessity of value engineering.

Motion: Councilmember Servatius moved to authorize the Mayor to sign a Professional service agreement with Robinson, Stafford & Rude, Inc. for Value Engineering Services related to the new Wastewater Treatment Plant in the amount of \$128,304. The motion was seconded by Councilmember Munns and carried unanimously.

Animal Control Holding Facility Services Contract
Police Chief Ed Green provided the staff report.

Shane Hoffmire spoke in support and asked if there would be a holding pen for chickens.

Barbara Moran encouraged the City to do an animal licensing program and stated she had plenty of ideas for collaboration.

Chief Green responded to questions from Council about capacity and budget.

Motion: Councilmember Alberg moved to authorize the Animal Control Holding Facility Services Contract with Whidbey Animals Improvement Foundation (WAIF). The motion was seconded by Councilmember Munns and carried unanimously.

EXECUTIVE SESSION

At 8:40 p.m. Mayor Scott Dudley announced an executive session of approximately 1½ hours to discuss pending litigation, property acquisition, and two personnel issues.

Motion: Councilmember Servatius moved to suspend the rules and extend the meeting to 10:15 p.m. The motion was seconded by Councilmember Campbell and carried unanimously.

The Executive Session convened at 8:42 p.m.

The meeting reconvened at 9:52 p.m.

Motion: Councilmember Munns moved to authorize the Mayor to sign the Settlement Agreement with Catherine Rosen. The motion was seconded by Councilmember Alberg and carried unanimously.

ADJOURNMENT

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

The meeting adjourned at 9:53 p.m.

Valerie J. Loffler, City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.b.
Date: September 3, 2013
Subject: Approval of Accounts Payable
Vouchers

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

SUMMARY STATEMENT

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

RECOMMENDED ACTION

Motion to approve Accounts Payable Voucher Nos. 154910 through 155105 in the amount of \$565,480.57; Voucher Nos. 155106 through 155110 in the amount of \$484.84; Voucher Nos. 155111 through 155136 in the amount of \$243,370.06; and Voucher Nos. 155137 through 155285 in the amount of \$421,007.84.

ATTACHMENTS

Voucher Lists

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154910	7/16/2013	0004903 US BANK	4485591000119689		CREDIT CARD PURCHASES	5,439.93
Total :						5,439.93
154911	7/19/2013	0007167 LEWIS, WAYNE	071613		SCULPTURE	3,000.00
Total :						3,000.00
154912	7/30/2013	0000950 LICENSING, WASHINGTON STATE DEPT OF	071813		CONCEALED WEAPON PERMITS	630.00
Total :						630.00
154913	7/31/2013	0000490 LABOR & INDUSTRIES, WASHINGTON STATE	073113		LABOR & INDUSTRIES	77.89
Total :						77.89
154914	7/31/2013	0000950 LICENSING, WASHINGTON STATE DEPT OF	072913		CONCEALED WEAPONS PERMITS	126.00
Total :						126.00
154915	7/31/2013	0000020 AERVOE INDUSTRIES	2013-003701-00		MARKING CHALK	324.60
Total :						324.60
154916	7/31/2013	0000028 ALL ISLAND LOCK & KEY	22471 45932 47076		DND LOCK REPAIR PLATES	14.67 110.82 142.29
Total :						267.78
154917	7/31/2013	0000029 ALL PHASE ELECTRIC SUPPLY	0952-657226 0952-662693 0952-662933 0952-662948 0952-662953 0952-663764		LAMPS BATTERIES METER SEALING LKG RCPT LKG RCPT METER SEALING	330.32 255.60 16.46 245.23 245.23 32.91
Total :						1,125.75
154918	7/31/2013	0001609 ALL QUALITY STITCHES	244		VOLUNTEER SHIRTS	159.79
Total :						159.79
154919	7/31/2013	0006551 ALPINE FIRE & SAFETY SYSTEMS	587301		HYDROTEST BREATHING APP GLASS/C	1,920.55
Total :						1,920.55

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154920	7/31/2013	0002044 ANACORTES.NET/HOW IT WORKS	33218 33282 43314 43364		JUL 2013/WEB HOSTING JUL 2013/WEB HOSTING PAGE UPDATE WEBSITE UPDATES	75.00 15.95 21.25 46.25
Total :						158.45
154921	7/31/2013	0005001 ARAMARK	938116000		UNIFORM SERVICES	1,020.76
Total :						1,020.76
154922	7/31/2013	0004019 ASSOCIATED PETROLEUM PRODUCTS	0453667-IN 0453776-IN 0458144-IN		FUEL FUEL FUEL	5,257.71 16,497.02 4,685.33
Total :						26,440.06
154923	7/31/2013	0000159 AT&T MOBILITY	287249477751X0724201		AIRCARDS	420.60
Total :						420.60
154924	7/31/2013	0000065 AVOCET ENVIRONMENTAL TESTING	1302206-IN		TESTING SERVICES	112.00
Total :						112.00
154925	7/31/2013	0005045 BAYVIEW EMBROIDERY 'N PRINT	071713		T-SHIRTS	241.86
Total :						241.86
154926	7/31/2013	0000083 BAZA, ALVIN	20		WELLNESS INCENTIVE	20.00
Total :						20.00
154927	7/31/2013	0003980 BHC CONSULTANTS	0005183		PROF SVC/SEPTIC TO SEWERS	397.80
Total :						397.80
154928	7/31/2013	0005081 BICYCLES NORTHWEST	8601		BIKE MAINTENANCE	231.10
Total :						231.10
154929	7/31/2013	0005804 BIDDIX TRUCKING SCHOOL, LLC	070313		REGISTRATION/JUPIN	2,263.00
Total :						2,263.00
154930	7/31/2013	0000109 BLUMENTHAL UNIFORMS	13996 9064		DBLE MAG POUCH/NIIRO PANTS/HOAGLAND	58.64 97.82

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154930	7/31/2013	0000109 0000109 BLUMENTHAL UNIFORMS	(Continued)			Total : 156.46
154931	7/31/2013	0001025 BOB WILLIAMS	8377-1		MUGS	103.87
						Total : 103.87
154932	7/31/2013	0006834 BOONSTRA, WILLIE	1		TRAVEL REFUND	25.00
						Total : 25.00
154933	7/31/2013	0003097 BOYER, TALLIE	070813		WELLNESS INCENTIVE	20.00
						Total : 20.00
154934	7/31/2013	0006349 BRANNAN, LAURAINÉ	1		TRAVEL REFUND	47.00
						Total : 47.00
154935	7/31/2013	0006769 BRAUN CONSULTING GROUP	1664		JUN 2013/RETAINER	2,650.00
						Total : 2,650.00
154936	7/31/2013	0000137 BRIM TRACTOR COMPANY	IM67232 IM67778		SWITCH SWITCH	73.84 174.41
						Total : 248.25
154937	7/31/2013	0000131 BROADVIEW APPLIANCE	1875 32050		WASHER REPAIR WASHER REPAIR	145.60 583.72
						Total : 729.32
154938	7/31/2013	0007175 BROWN, WESLEY	6013		MOORAGE REFUNDS	55.00
						Total : 55.00
154939	7/31/2013	0000627 CAPITAL ONE COMMERCIAL	132507365211 142353365211 153286365211 256321798		SUPPLIES SUPPLIES SUPPLIES SUPPLIES	272.01 1,691.51 366.19 657.53
						Total : 2,987.24
154940	7/31/2013	0001235 CARROT-TOP INDUSTRIES	CI1328752		FLAGS	674.06
						Total : 674.06
154941	7/31/2013	0005208 CARTER, SERLOYD	070813		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154941	7/31/2013	0005208 CARTER, SERLOYD	(Continued) 073113		RACE WEEK SECURITY	180.00
					Total :	200.00
154942	7/31/2013	0007168 CARTER, WANDA	1		TRAVEL REFUND	46.00
					Total :	46.00
154943	7/31/2013	0000150 CASCADE NATURAL GAS	08793000004 18583000007 3662400000 40661045647 58793000009 80434000008 82193000005 90134000000		NATURAL GAS/POLICE STATION NATURAL GAS/TREATMENT PLANT NATURAL GAS/FIRE STATION ELECTRICITY/ANIMAL SHELTER NATURAL GAS/CITY HALL NATURAL GAS/CITY SHOP NATURAL GAS/ANNEX NATURAL GAS/ADULT CARE CENTER	20.28 10.00 85.59 13.77 158.98 167.06 10.73 25.41
					Total :	491.82
154944	7/31/2013	0004605 CEMEX	9426536578 9426548755		SOIL SOIL	1,423.71 1,434.59
					Total :	2,858.30
154945	7/31/2013	0000160 CENTRAL WELDING SUPPLY	RN06130997		CENTRASHIELD	12.71
					Total :	12.71
154946	7/31/2013	0000167 CHEVRON AND TEXACO BUSINESS	38620533		FUEL	77.17
					Total :	77.17
154947	7/31/2013	0000172 CHRISTIANS TOWING STORAGE	26045		TOWING SERVICES	65.22
					Total :	65.22
154948	7/31/2013	0000179 CLERKS PETTY CASH	072413		PETTY CASH	120.00
					Total :	120.00
154949	7/31/2013	0004520 COASTAL WEAR PRODUCTS	4153		GUTTERBROOM	410.51
					Total :	410.51
154950	7/31/2013	0007180 COATING UNLIMITED, INC	072913		BUSINESS LICENSE	12.50

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154950	7/31/2013	0007180 0007180 COATING UNLIMITED, INC	(Continued)			Total : 12.50
154951	7/31/2013	0005773 COMCAST	8498300270032002 8498300280465283 8498300290363841		CABLE INTERNET CHARGES INTERNET	111.47 116.41 215.55 Total : 443.43
154952	7/31/2013	0000202 COREY OIL COMPANY	14173 74364		OIL FUEL	330.73 31.96 Total : 362.69
154953	7/31/2013	0001860 CORT, LARRY	TRAVEL REIMB		TRAVEL REIMB	346.35 Total : 346.35
154954	7/31/2013	0007074 COX, GENEVIEVE	070813		WELLNESS INCENTIVE	20.00 Total : 20.00
154955	7/31/2013	0000220 CUMMINS NORTHWEST, INC	001-65303		BELT/PULLEY	376.31 Total : 376.31
154956	7/31/2013	0000223 CWA CONSULTANTS, PS	13-117		PLAN REVIEW	600.00 Total : 600.00
154957	7/31/2013	0000225 DAILY JOURNAL OF COMMERCE	3276062 3276554		MARINA EQP RENTAL OPER CN: VALUE ENGR SVCS WWTP	193.80 1,900.00 Total : 2,093.80
154958	7/31/2013	0000256 DAY WIRELESS SYSTEMS	856389		RADIO MAINTENANCE	208.28 Total : 208.28
154959	7/31/2013	0000247 DIAMOND RENTALS	1-504393-11 1-510528 1-512093 1609		PORTABLES HANDICAP/CAN PUMPING RAILROAD TIES REPAIR	49.95 119.95 117.40 49.46 Total : 336.76
154960	7/31/2013	0000175 DUNN-TERRY, ROXANN	EXP REIMB EXP REIMB2		EXP REIMB EXP REIMB	385.00 672.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154960	7/31/2013	0000175 0000175 DUNN-TERRY, ROXANN			(Continued)	Total : 1,057.00
154961	7/31/2013	0003464 DUNSTER, MIKI	1		TRAVEL REFUND	45.00
						Total : 45.00
154962	7/31/2013	0000257 DUTCH MAID CLEANERS	073113		JUL 2013/LAUNDRY SERVICES	441.74
						Total : 441.74
154963	7/31/2013	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	2014-WA0020567		WASTEWATER PERMIT	10,549.44
						Total : 10,549.44
154964	7/31/2013	0000273 EDGE ANALYTICAL, INC	13-12034 13-12317		TESTING SERVICES TESTING SERVICES	18.00 260.00
						Total : 278.00
154965	7/31/2013	0006209 ELLIOTT TIRE & SERVICE, INC	084459		TIRES	539.94
						Total : 539.94
154966	7/31/2013	0000278 EMERALD SERVICES, INC	I225005		OIL RECYCLING	45.00
						Total : 45.00
154967	7/31/2013	0000279 EMPLOYMENT SECURITY, WASHINGTON ST. 945052-10 7			UNEMPLOYMENT	5,521.59
						Total : 5,521.59
154968	7/31/2013	0001496 ENZIAN MOTOR INN	CONF #260928		HOTEL ACCOMMODATIONS/DUDLEY	233.74
						Total : 233.74
154969	7/31/2013	0007161 EWING	6682354 6700157		BATTERIES/ELL BODY ASSY/SOLENOID/ROTOR	616.32 448.26
						Total : 1,064.58
154970	7/31/2013	0002900 FASTENAL	WAOAK14481 WAOAK14539 WAOAK14593		CABLE TIES GLOVES PLY TP	180.37 110.61 1,088.29
						Total : 1,379.27
154971	7/31/2013	0000309 FERGUSON, LARRY	070813		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154971	7/31/2013	0000309 0000309 FERGUSON, LARRY			(Continued)	Total : 20.00
154972	7/31/2013	0006991 FIKSE, JOSH	070813		WELLNESS INCENTIVE	20.00
						Total : 20.00
154973	7/31/2013	0000954 FIRE CHIEFS, WASHINGTON STATE ASSOC (09-6518 09-6544		REGISTRATION/RILEY EMERGENCY VEHICLE INCIDENT PRO	500.00 50.00
						Total : 550.00
154974	7/31/2013	0003066 FISH AND WILDLIFE, WASHINGTON STATE D	071513		PERMIT APPLICATION	150.00
						Total : 150.00
154975	7/31/2013	0000314 FISHERIES SUPPLY COMPANY	2319107		WINCH/CABLE/SNATCH BLOCK	162.46
						Total : 162.46
154976	7/31/2013	0000355 FRONTIER	007-9244 279-0841 279-1060 675-1572 675-1669 675-2111 675-3121 675-5190 675-6794 679-2530 679-5551 679-8702 770-2694 770-2715		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	282.32 71.06 58.90 60.01 58.75 60.44 54.68 40.70 55.15 58.75 181.30 136.90 40.11 31.50
						Total : 1,190.57
154977	7/31/2013	0000326 FRONTIER BUILDING SUPPLY	111089 63564C 77839 80102 80499 80687		DECK/UTILITY/FIR OVERPAYMENT PRIMED SPRUCE CONCRETE CONCRETE SHINGLES	128.60 -30.70 26.20 19.63 3.27 51.19

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154977	7/31/2013	0000326 0000326 FRONTIER BUILDING SUPPLY	(Continued)			Total : 198.19
154978	7/31/2013	0000325 FRONTIER FORD	95597 95644		LEVER MANIFOLD/GASKET/KIT	152.91 457.13 Total : 610.04
154979	7/31/2013	0000329 GALLS	000758289 000763580 000770705		BOOTS/FIKSE BOOTS/STANFORD BOOTS/GRUBB	120.00 119.00 119.00 Total : 358.00
154980	7/31/2013	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	180.50 Total : 180.50
154981	7/31/2013	0004145 GEOENGINEERS, INC	0124702		PROF SVC/RESERVOIR FAULT EVALUA	15,426.03 Total : 15,426.03
154982	7/31/2013	0006977 GEOLINE, INC	319891		TSC3 W/SURVEY PRO TS	5,330.76 Total : 5,330.76
154983	7/31/2013	0000340 GIFFORD, KATHY	070813		WELLNESS INCENTIVE	20.00 Total : 20.00
154984	7/31/2013	0002940 GRAY & OSBORNE, INC	13404.00-7 13489.00-2		PROF SVC/WATER SYSTEM PLAN UPD PROF SVC/NORTH RESERVOIR	6,214.21 7,148.92 Total : 13,363.13
154985	7/31/2013	0000345 GREATER OAK HBR CHAMBER OF COM	030139 9479		JUL 2013/TOURIST PROMOTION ANNUAL GRANT	6,000.00 699.00 Total : 6,699.00
154986	7/31/2013	0004974 GREEN LIGHT SOLUTIONS	8238		MAINTENANCE & INSPECTIONS	910.00 Total : 910.00
154987	7/31/2013	0007169 GRIMSHAW, ESTHER	1		TRAVEL REFUND	25.00 Total : 25.00
154988	7/31/2013	0006990 GRUBB, GARY	070813		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154988	7/31/2013	0006990 0006990 GRUBB, GARY			(Continued)	Total : 20.00
154989	7/31/2013	0002747 GUARDIAN SECURITY	412851		ALARM MONITORING	171.00
			441881		CANCELLED MONITORING	-57.00
			442531		CHANGE PHONE LINES	141.31
					Total :	255.31
154990	7/31/2013	0006590 HAFFNER, OTTO	070813		WELLNESS INCENTIVE	20.00
					Total :	20.00
154991	7/31/2013	0007170 HARRIS, CAROL	1		TRAVEL REFUND	210.00
					Total :	210.00
154992	7/31/2013	0000323 HD FOWLER COMPANY	13421794		WATER METERS	5,710.92
			13424320		PIPE/FLANGE/BOLTS/RINGS	335.20
					Total :	6,046.12
154993	7/31/2013	0005515 HDR ENGINEERING, INC	00396776-H		PROF SVC/UTILITY RATE AND FEE UPI	707.95
					Total :	707.95
154994	7/31/2013	0005398 HIATT, CHRISTIAN M	073113		RACE WEEK SECURITY	180.00
					Total :	180.00
154995	7/31/2013	0003095 HOME DEPOT CREDIT SERVICES	1028698		STAPLES/RATCHETS	25.54
			165204		BD ELD BL	9.22
			2574281		PLC4T832W	21.67
			3021268		REFILL/DAMPRID	11.87
			3024846		THSN BAND	23.75
			3580945		OSI4X4T8EL	16.28
			4020863		REPL LAMP	28.20
			4020879		SPRAY PAINT/FVRR/TRIPLY	44.13
			4020994		STRETCH WRAP	29.27
			4024588		23W R40 DAY	19.07
			4024648		2090 1"/YLWTRFCPNTGA	44.56
			5564953		LINER/PADLOCK	81.14
			5580717		MICRO OVEN	151.10
			5581715		20 IN OLD WK	2.14
			562321		GLASS/BRUSH	87.45

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154995	7/31/2013	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			6023700		PARTS/SPRAY	93.80
			6027095		BRUSHES	23.78
			6044617		BRUSHES/SPRAY	69.50
			7026730		BRUSHES	34.32
			7050411		POSTEYE	32.52
			8023213		BRUSHES/CONTRSNK/PPEXSGDPBS5	182.38
			9023077		CEDAR/STUD/FASTENERS/PAINT	102.70
			9025952		20ATNDMCRBRK	38.03
					Total :	1,172.42
154996	7/31/2013	0006520 HOPKINS, CAMERON	070813		WELLNESS INCENTIVE	20.00
					Total :	20.00
154997	7/31/2013	0007179 HOWES, YUKIE	1		TRAVEL REFUND	45.00
					Total :	45.00
154998	7/31/2013	0000392 HUBBARD, SCOTT	070813		WELLNESS INCENTIVE	20.00
					Total :	20.00
154999	7/31/2013	0005872 IMPAIRED DRIVING IMPACT PANEL	071213		JUL 2013/DUI UNDERAGE DRINKING PI	166.67
					Total :	166.67
155000	7/31/2013	0000417 INDUSTRIAL BOLT & SUPPLY	539051-1		WIRE/GRIPS/PLUGS/STUDS/O-RNIGS	333.72
			539051-2		PHIL OVAL T/S SS	29.42
			540064-1		WIRE/GRIPS/PLUGS/STUDS/O-RNIGS	357.72
					Total :	720.86
155001	7/31/2013	0000401 ISLAND COUNTY AUDITOR	4344347		RECORDING	77.00
					Total :	77.00
155002	7/31/2013	0000410 ISLAND COUNTY SOLID WASTE	1056174		DISPOSAL CHARGES	120.00
					Total :	120.00
155003	7/31/2013	0000415 ISLAND DISPOSAL	070113		JUN 2013/RECYCLING	4,532.85
			070313		JUN 2013/COLLECTION CHARGES	7,378.81
			3281738		RECYCLING	42.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155003	7/31/2013	0000415 0000415 ISLAND DISPOSAL			(Continued)	Total : 11,953.66
155004	7/31/2013	0000438 ISLAND PAINT & GLASS	25341		PAINT	156.48
						Total : 156.48
155005	7/31/2013	0000441 ISLAND SYSTEMS	215722		WATER/MARINA	11.80
			216038		WATER/MARINA	23.60
						Total : 35.40
155006	7/31/2013	0000454 JET CITY EQUIPMENT RENTAL	20432		CLEAN UP BUCKET	891.34
						Total : 891.34
155007	7/31/2013	0007176 KANIA, KRISTAL	073113		RACE WEEK SECURITY	195.00
						Total : 195.00
155008	7/31/2013	0006362 KBA, INC	3001226		PROF SVC/OAK HARBOR NORTH RESE	25,812.03
						Total : 25,812.03
155009	7/31/2013	0000476 KERR, JACK	07-13		JUL 2013/PUBLIC DEFENSE SCREENIN	1,400.00
						Total : 1,400.00
155010	7/31/2013	0005628 KESSLER, ROSE	1		TRAVEL REFUND	146.00
						Total : 146.00
155011	7/31/2013	0005829 KOVAL, MICHAEL V	073113		RACE WEEK SECURITY	495.00
						Total : 495.00
155012	7/31/2013	0006844 LAWLER, CHERYL	TRAVEL ADVANCE		TRAVEL ADVANCE	198.50
						Total : 198.50
155013	7/31/2013	0000505 LEFEBER TURF FARM, LLC	39170		TURF	2,047.69
						Total : 2,047.69
155014	7/31/2013	0000979 LES SCHWAB	41400070890		GIANT TIRE TRUCK CALLS	103.27
						Total : 103.27
155015	7/31/2013	0005367 LIFESTYLES RECREATIONAL	9593861		REPLACE TIRE	318.73
						Total : 318.73

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155016	7/31/2013	0007052 LOFFLER, VALERIE	TRAVEL ADVANCE TRAVEL REIMB		TRAVEL ADVANCE TRAVEL REIMB	96.50 145.77 Total : 242.27
155017	7/31/2013	0000515 LOGGERS & CONTRACTORS, INC	00058943 00058944 00059031		PARTS ELBOWS PARTS	59.25 137.35 877.31 Total : 1,073.91
155018	7/31/2013	0001909 LONG, JAY	1 1		DRIVING SERVICES DRIVING SERVICES	141.00 87.00 Total : 228.00
155019	7/31/2013	0000522 LUEHR, TOM	1		DRIVING SERVICES	99.00 Total : 99.00
155020	7/31/2013	0000524 LYNDEN ICE	113008734 116004016 1861		ICE ICE RENTAL	97.20 48.60 775.00 Total : 920.80
155021	7/31/2013	0000530 MAILLIARD'S LANDING NURSERY	73563 75004		YARD WASTE YARD WASTE	132.30 5.00 Total : 137.30
155022	7/31/2013	0000660 MARKET PLACE FOOD & DRUG	681358 708168 708187		GROCERIES GROCERIES GROCERIES	496.45 362.54 371.88 Total : 1,230.87
155023	7/31/2013	0004052 MASTER METER SYSTEMS	0062925-IN		VEHICLE READING SYSTEM	1,500.00 Total : 1,500.00
155024	7/31/2013	0006072 MASTER'S TOUCH, LLC	P30538 P30539		JUN 2013/POSTAGE FOR LATE NOTICE JUN 2013/POSTAGE FOR STATEMENTS	432.06 2,732.19 Total : 3,164.25
155025	7/31/2013	0006072 MASTER'S TOUCH, LLC	30538		JUN 2013/MAILING SERVICES FOR LAT	266.53

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155025	7/31/2013	0006072 MASTER'S TOUCH, LLC	(Continued) 30539		JUN 2013/MAILING SERVICES FOR STA	881.01
					Total :	1,147.54
155026	7/31/2013	0000544 MATERIALS TESTING & CONSULTING	11257		PROF SVC/NORTH RESERVOIR	3,027.75
					Total :	3,027.75
155027	7/31/2013	0000040 MATRIX	608139021		LONG DISTANCE	416.88
					Total :	416.88
155028	7/31/2013	0007172 MCCLUNG, MIKE OR RE	071613		FACILITY FEE REFUND	25.00
					Total :	25.00
155029	7/31/2013	0002291 MCYOUNG, MARY	1		TRAVEL REFUND	12.00
					Total :	12.00
155030	7/31/2013	0004818 MICHAEL BOBBINK LAND USE SRVCS	071613		JUL 2013/HEARING EXAMINER	1,500.00
					Total :	1,500.00
155031	7/31/2013	0007129 MICRO PRECISION CALIBRATION, I	STL-7361		CALIBRATION	234.85
					Total :	234.85
155032	7/31/2013	0005445 MONTOYA, MATTHEW J	94		JUL 2013/PUBLIC DEFENSE	5,500.00
					Total :	5,500.00
155033	7/31/2013	0006992 MOON, ANDREW	070813		WELLNESS INCENTIVE	20.00
					Total :	20.00
155034	7/31/2013	0000587 MOTOR TRUCKS, INC	MV52470		LIGHT	32.19
					Total :	32.19
155035	7/31/2013	0000586 MOTOROLA SOLUTIONS, INC	13966828 76594708		DUAL CH SV VHG PGR W/CHG SUBSCRIBER	2,895.77 84.79
					Total :	2,980.56
155036	7/31/2013	0004423 MUNICIPAL EMERGENCY SERVICES	00432591_SNV		COATS/FLASHLIGHTS/PANTS	5,883.61
					Total :	5,883.61

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
155037	7/31/2013	0000958	NATURAL RESOURCES, WASHINGTON STAT	071513	PERMIT APPLICATION	25.00		
						Total :	25.00	
155038	7/31/2013	0000612	NELSON PETROLEUM	0500123-IN	FUEL	834.11		
						Total :	834.11	
155039	7/31/2013	0002633	NEXXPOST LLC	213785	MAIL MACHINE LEASING	1,200.05		
						Total :	1,200.05	
155040	7/31/2013	0000621	NIIRO, CEDRIC	070813	WELLNESS INCENTIVE	20.00		
						Total :	20.00	
155041	7/31/2013	0000644	NORTH WHIDBEY LIONS	071013	ANNUAL GRANT	2,330.00		
						Total :	2,330.00	
155042	7/31/2013	0006486	NORTHWEST LININGS & GEOTEXTILE	0047664-IN	WOVEN COATED PE	591.30		
						Total :	591.30	
155043	7/31/2013	0000672	OAK HARBOR ACE	223142	KEY	10.27		
						223808	CHAIN LOOPS/FILE	64.10
						224163	FREIGHT	47.12
						224180	FREIGHT	-47.12
						224367	TIE WRAP	3.26
						224387	TIE WRAP	6.74
						224405	COUPLE/THREAD	7.04
						224408	BUSHING	9.77
						224421	COUPLE/BUSHING	-15.74
						224495	COUPLE	24.98
						224587	WIRE	14.12
						224640	SEAL TAPE/CAP	3.78
						224665	FASTENERS/ROPE	4.73
						224687	FILTERS/FASTENERS	13.39
						224716	GRAFITTI REMOVER/SPRAY	31.49
						224719	BUSHING	6.48
						224731	WEEDBLOCK/ACE TOP SOIL	28.02
						224782	HOLDER	10.86
						224783	STIHL LABOR	177.12

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155043	7/31/2013	0000672 OAK HARBOR ACE	(Continued)			
			224791		NIPPLE/COUPLE	3.55
			224795		NIPPLES/COUPLES	0.33
			224852		SPRAY	6.51
			224886		PIPE/CLEANER/PRIMER/CEMENT/ADAF	39.86
			224906		BATTERIES	9.76
			224931		CLEANER	10.86
			224964		WIRE	3.15
			224965		PEST SPRAY	21.78
			225023		BRUSHES/SPRING/ROPE	53.22
			225094		PIPE/ADAPTER/ELBOW	29.63
			225102		NOZZLE/RECPTCL COVER/SIDE	23.98
			225114		DRILL BIT	5.21
			225128		KEY	6.16
			225166		GASKET/TUBE	7.91
			225241		OIL	24.42
			225244		BALLCOCK	8.14
			225257		STIHL LABOR	10.86
			225290		RUBBER BANDS	2.15
			225334		FASTENERS	4.24
			225338		CAP/ADAPTER/CAULK	9.29
			225369		TAPE/CAULK	40.70
			225373		CAULK	2.16
			225377		FASTENERS	11.67
			225389		FREIGHT	23.32
			225391		CLAMPS	23.35
			225401		CLAMPS	-23.35
			225454		BRUSH	15.42
			225469		TIE WRAP	3.26
			225476		BOLTS/DRILL BIT	11.51
			225477		VALVE/HANDLE	49.98
			225520		HAMMERITE	10.75
			225548		PRIMER/PAINT/FLAGS	33.64
			225559		FASTENERS	4.13
			225596		BRACKET/FASTENERS	26.81
			225647		TAPE/GROUND RECEIPT/COVER/BOX/C	83.88

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155043	7/31/2013	0000672 0000672 OAK HARBOR ACE	(Continued)			Total : 998.65
155044	7/31/2013	0000668 OAK HARBOR AUTO CENTER	001-171099		RETURN	-8.15
			001-171112		BEAM/CPSL	-6.96
			001-171734		BELTS/EXTND LIFE	53.13
			001-171743		FILTERS	4.60
			001-171760		ADAPTER	51.67
			001-171818		FILTERS	4.40
			001-171982		MINI LAMP/BEAM	39.93
			001-172042		FILTERS	7.98
			001-172848		FEEL GAUG DELUX	8.75
			001-172850		THERMOSTAT/SEAL	10.21
			001-173463		FILTERS	19.24
			001-173472		FILTERS	84.36
			001-173673		FILTERS	9.08
			001-173773		FUSE ASST	12.46
			001-174033		FILTERS	66.22
			001-174056		FILTERS	36.35
			001-174360		PERFORMANCE TECH	35.13
			001-174386		SCRWP	13.91
					Total :	442.31
155045	7/31/2013	0006863 OAK HARBOR MUSIC FESTIVAL	060513		2% FUNDING	2,107.64
					Total :	2,107.64
155046	7/31/2013	0000676 OAK HARBOR POLICE DEPARTMENT	073113		PETTY CASH	11.25
					Total :	11.25
155047	7/31/2013	0000681 OAK HARBOR SCHOOL DISTRICT	0000120707		JUL 2013/COMPUTER NETWORK SUPP	6,708.33
					Total :	6,708.33
155048	7/31/2013	0003007 OFFICE DEPOT	658324790001		BOOKS/PENS/NOTES/INK	123.84
			658324969001		REFILLS/NOTEPADS	61.03
			658324970001		INK	47.23
			663981963001		VIDEO CARDS	76.08
					Total :	308.18
155049	7/31/2013	0000665 OFFICEMAX, INC	509794		DVDS	27.16

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155049	7/31/2013	0000665 0000665 OFFICEMAX, INC			(Continued)	Total : 27.16
155050	7/31/2013	0007177 OSEGUERA, NINA	072913		KEY DEPOSIT REFUND	5.00
						Total : 5.00
155051	7/31/2013	0002985 PACIFIC TIRE CO. INC	0067740		TIRES	47.61
						Total : 47.61
155052	7/31/2013	0003164 PAINTERS ALLEY	20616 21034 21486 21545 21620		PAINT PAINT TAPE/CLEANER CLEANER DECK STAIN	73.98 129.30 82.39 54.24 194.96
						Total : 534.87
155053	7/31/2013	0001615 PART WORKS, INC	362290 362600 362601		COVER/REPAIR KIT/COUPLING URINAL SCALE REMOVER VACUUM BREAKER	47.70 32.73 42.80
						Total : 123.23
155054	7/31/2013	0007171 PEABODY, CHRISTOPHER	070813		WELLNESS INCENTIVE	20.00
						Total : 20.00
155055	7/31/2013	0000709 PERS	00996839		JUN 2013/UNFUNDED LIABILITY	26.98
						Total : 26.98
155056	7/31/2013	0007181 PICCONE, JOHN	072513		RENTAL CAR REIMBURSEMENT	205.69
						Total : 205.69
155057	7/31/2013	0000299 PLACE, SANDRA	070813 EXP REIMB		WELLNESS INCENTIVE EXP REIMB	20.00 720.00
						Total : 740.00
155058	7/31/2013	0000710 PLATT ELECTRIC SUPPLY, INC	5233652		LAMPS	376.65
						Total : 376.65
155059	7/31/2013	0000724 PONY MAILING & BUSINESS CENTER	210513 211465		SHIPPING SHIPPING	48.02 10.24

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155059	7/31/2013	0000724	0000724 PONY MAILING & BUSINESS CENTER	(Continued)		Total : 58.26
155060	7/31/2013	0005069	PROFORCE LAW ENFORCEMENT	179742	POWER MAG/EXTENDED DPM	255.06
						Total : 255.06
155061	7/31/2013	0000746	PUGET SAFETY EQUIPMENT	0014370-IN	GLOVES	201.98
						Total : 201.98
155062	7/31/2013	0000743	PUGET SOUND ENERGY	200000881421	ELECTRICITY/DISPLT	2,834.48
				200000919684	ELECTRICITY/WINDMILL	9.95
				200000947859	ELECTRICITY/CITY SHOP	1,919.88
				200001097589	ELECTRICITY/BATHROOMS	11.84
				200001884218	ELECTRICITY/1888 NE 5TH AVE	14.29
				200002036164	ELECTRICITY/30505 STATE ROUTE 20	152.48
				200002036719	ELECTRICITY/34777 STATE ROUTE 20	49.27
				200002036917	ELECTRICITY/CITY BEACH PARK	136.23
				200002037097	ELECTRICITY/2000 SW SCENIC HEIGH	17.73
				200002037261	ELECTRICITY/1780 SW SPRINGFIELD C	10.54
				200002037501	ELECTRICITY/3285 SW SCENIC HEIGH	82.22
				200002170617	ELECTRICITY/552 NW CLIPPER	9.77
				200002511539	ELECTRICITY/2075 SW FT	38.65
				200002723381	ELECTRICITY/CMFTST	179.33
				200003267636	ELECTRICITY/1000 SE IRELAND STREE	17.00
				200003459654	ELECTRICITY/1957 FORT NUGENT RO/	161.82
				200004342099	ELECTRICITY/650 NE 7TH AVENUE	10.79
				200004562878	ELECTRICITY/800 SE MIDWAY BOULEV	99.30
				200004839284	ELECTRICITY/1019 SW SWANTOWN AV	89.63
				200004856627	ELECTRICITY/1577 NW 8TH AVENUE	9.77
				200005263310	ELECTRICITY/950 SE JENSEN STREET	9.77
				200005461666	ELECTRICITY/KITCHEN	12.30
				200005933094	ELECTRICITY/700 SE PIONEER WAY	4,408.35
				200006103952	ELECTRICITY/5941 STATE ROUTE 20	11.93
				200007268135	ELECTRICITY/SW ERIE ST SW BARRIN	157.17
				200007702943	ELECTRICITY/700 AV W & MIDWAY	119.69
				200007824192	ELECTRICITY/75 SE JEROME STREET	9.77
				200008386993	ELECTRICITY/FABER ST & HARVEST D	10.37
				200008816189	ELECTRICITY/ANNEX	16.06

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155062	7/31/2013	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200010322895		ELECTRICITY/2330 SW ROSARIO PLAC	39.28
			200010499248		ELECTRICITY/1948 NW CROSBY AVENI	95.30
			200010499446		ELECTRICITY/1661 NE 16TH AVENUE	23.47
			200010530240		ELECTRICITY/651 SE BAYSHORE	56.60
			200010530802		ELECTRICITY/CITY BEACH PARK	14.26
			200010531024		ELECTRICITY/940 SE PIONEER WAY	149.47
			200010531172		ELECTRICITY/1300 NE BIG BERRY LOC	10.37
			200010531354		ELECTRICITY/CABI	110.08
			200010531941		ELECTRICITY/800 SE DOCK STREET	90.78
			200010699706		ELECTRICITY/BALLPARK	90.49
			200011316839		ELECTRICITY/SR 27 & 650 AVENUE WE	682.86
			200011551930		ELECTRICITY/ADULT CARE CENTER	15.93
			200011579964		ELECTRICITY/285 SE JEROME STREET	35.25
			200012220337		ELECTRICITY/128 E WHIDBEY AVENUE	9.79
			200012278087		ELECTRICITY/FIRE STATION	1,184.10
			200012425357		ELECTRICITY/TREATMENT PLANT	2,540.81
			200012838765		ELECTRICITY/PIONEER PARK	14.65
			200013370750		ELECTRICITY/MARINA	1,573.77
			200013734963		ELECTRICITY/672 CHRISTIAN ROAD	446.86
			200013968405		ELECTRICITY/1540 SE PIONEER WAY	101.77
			200014151886		ELECTRICITY/1370 SE DOCK STREET	66.15
			200014596478		ELECTRICITY/CITY HALL	845.00
			200015399153		ELECTRICITY/1678 SW 8TH AVENUE	9.83
			200015618321		ELECTRICITY/600 NE 7TH AVENUE	91.83
			200015685833		ELECTRICITY/287 SE CABOT DRIVE	60.99
			200017255619		ELECTRICITY/690 SW HELLER ROAD	282.28
			200017441482		ELECTRICITY/CITY BEACH PARK	1,107.15
			200017575347		ELECTRICITY/1367 NW CROSBY AVENI	79.31
			200017653656		ELECTRICITY/3300 OLD GOLDIE ROAD	66.42
			200017654415		ELECTRICITY/1000 SE THORNBERRY L	171.77
			200017853025		ELECTRICITY/2081 NE 9TH AVENUE	10.95
			200017968427		ELECTRICITY/POLICE STATION	1,398.16
			200019043344		ELECTRICITY/90 SE PIONEER WAY	34.56
			200019500517		ELECTRICITY/1137 NW KATHLEEN DRI	43.54
			200020179194		ELECTRICITY/626 CHRISTIAN ROAD	16.95
			200020235012		ELECTRICITY/SENIOR CENTER	512.69

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155062	7/31/2013	0000743 PUGET SOUND ENERGY	(Continued)			
			200020308330		ELECTRICITY/KITEST	14.27
			200022441113		ELECTRICITY/980 SW MCCROHAN ST	25.86
			200022988147		ELECTRICITY/TRAILER PARK S END	24.59
			200023231067		ELECTRICITY/945 E WHIDBEY AVENUE	23.34
			200023360569		ELECTRICITY/700 W HELLER ROAD	45.02
			200024715845		ELECTRICITY/1285 NE TAFTSON STRE	31.14
			200025075157		ELECTRICITY/33500 STATE ROUTE 20	168.10
			300000005003		ELECTRICITY/PARKS	375.38
			300000005003		ELECTRICITY/PARKS	373.28
			300000009906		ELECTRICITY/2220 SW VISTA PARK DR	23.84
			300000010409		ELECTRICITY/NE 11TH AVENUE	57.75
			300000010458		ELECTRICITY/MIDWAY & NE 8TH AVE	193.22
			300000010516		ELECTRICITY/900 SE MIDWAY BOULEV	127.02
			420000026617		STREET LIGHT CIRCUITRY	16,442.48
					Total :	40,619.14
155063	7/31/2013	0000753 RADIOSHACK	025033		PK4 AGC 1/4 AMP	2.71
			025317		CASSETTE TAPES	13.02
					Total :	15.73
155064	7/31/2013	0000960 REVENUE, WASHINGTON STATE DEPT OF	071113		JUN 2013/SALES USE TAX	48,979.71
					Total :	48,979.71
155065	7/31/2013	0004654 RILEY, KENNETH	TRAVEL ADVANCE		TRAVEL ADVANCE	96.00
					Total :	96.00
155066	7/31/2013	0000801 SEA WESTERN, INC	168727		UNIFORM ITEMS/BAER	219.70
			168728		UNIFORM ITEMS/WALSTAD	113.18
			169817		UNIFORM ITEMS/ENGLE	234.96
					Total :	567.84
155067	7/31/2013	0005967 SEATTLE AUTOMOTIVE DIST	S6-23988		PUMP KIT	57.00
			S6-37168		ROTOR/PAD SET	229.23
			S6-40168		PUMP ASY	131.61
			S6-41156		PAD SET	201.99
			S6-44455		SPARK PLUG	32.82

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155067	7/31/2013	0005967 0005967 SEATTLE AUTOMOTIVE DIST	(Continued)			Total : 652.65
155068	7/31/2013	0000852 SENIOR CENTER PETTY CASH	062813		PETTY CASH	123.71
						Total : 123.71
155069	7/31/2013	0007029 SERVATIUS, JOEL	TRAVEL REIMB		TRAVEL REIMB	172.90
						Total : 172.90
155070	7/31/2013	0000719 SEVERNS, RHONDA	070813 EXP REIMB		WELLNESS INCENTIVE EXP REIMB	20.00 25.16
						Total : 45.16
155071	7/31/2013	0003782 SHARP ELECTRONICS CORPORATION	C779701-701		MAINTENANCE CONTRACT	9.72
						Total : 9.72
155072	7/31/2013	0000822 SHRED-IT USA, INC	101333341		SHREDDING	58.00
						Total : 58.00
155073	7/31/2013	0000831 SIX ROBBLEES', INC	14-270511 14-271739 14-271740		PALLET OF 20/SHOE BOX NON CHLORINATED BRAKE MAG MOUNT ROTATOR	356.10 103.31 72.64
						Total : 532.05
155074	7/31/2013	0000814 SKAGIT FARMERS SUPPLY	136121 304354		SAFARI HYDRANT BURY	359.05 65.21
						Total : 424.26
155075	7/31/2013	0000835 SMILEYS INC	277391		REPAIRS	291.77
						Total : 291.77
155076	7/31/2013	0000846 SOUND PUBLISHING	561704 795083 809346 809347 809429 809434 810306 811677		JUN 2013/PUBLICATIONS-ACCT#801251 BOAT AUCTION PUBLIC HEARING ORD 1659 PC 06-25-13 DIGITAL SIGN CODE ORD 1658 OH VALUE ENGINEERING RFQ	584.20 205.59 43.61 37.38 105.91 74.76 56.07 784.98

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155076	7/31/2013	0000846 SOUND PUBLISHING	(Continued)			
			814325		ORD 1663	49.84
			814326		ORD 1658	68.53
			814327		ORD 1660/1661	62.30
					Total :	2,073.17
155077	7/31/2013	0000851 SPRINT	140239187		LONG DISTANCE	8.82
			182311697		LONG DISTANCE	5.66
			182311697		LONG DISTANCE	11.30
			414568819-068		LAPTOPS	508.09
					Total :	533.87
155078	7/31/2013	0000860 STANDARD INSURANCE COMPANY	072213		LIFE/POCFF	170.63
					Total :	170.63
155079	7/31/2013	0003883 STAPLES BUSINESS ADVANTAGE	3202004041		TONER	90.91
			3202837670		DISINFECTANT/CLEANER	93.00
			3202837671		DISINFECTANT	246.92
			3203297977		CREDIT	-15.57
			3203297978		CERTIFICATE	10.85
			3203297979		CREDIT	-26.04
			3203297980		FOLDERS	147.04
			3203297981		RUBBERBANDS	13.17
			3203297982		FOLDERS	33.09
			3204596496		TONER	724.42
			3204596497		CAUTION TAPE	80.79
			3204596498		DUCT TAPE	27.22
			3204596499		SENTENCE STRIPS	2.77
			3204596500		TAPE	24.54
					Total :	1,453.11
155080	7/31/2013	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	132.00
			1		DRIVING SERVICES	75.00
			1		DRIVING SERVICES	126.00
					Total :	333.00
155081	7/31/2013	0000874 SURETY PEST CONTROL	368504		PEST EXTERMINATION	43.48

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155081	7/31/2013	0000874 SURETY PEST CONTROL	(Continued) 368505		PEST EXTERMINATION	59.79
					Total :	103.27
155082	7/31/2013	0006739 SUSAN ELIZABETH DRUMMOND, PLLC	504 513		PROF SVC/WWGMHB PROF SVC/WWGMHB	292.50 237.50
					Total :	530.00
155083	7/31/2013	0000904 TRICO HEATING, INC	07764		SHEET METAL	86.96
					Total :	86.96
155084	7/31/2013	0007174 TW TELECOM OF WASINGTON, LLC	071913		BUSINESS LICENSE OVERPAYMENT	12.50
					Total :	12.50
155085	7/31/2013	0000918 UNITED FIRE SERVICE	29451		MPLX PDM 80 ESKEY VER2	623.98
					Total :	623.98
155086	7/31/2013	0000923 UNITED PARCEL SERVICE	0000A0182W263 0000A0182W273		SHIPPING SHIPPING	100.95 56.94
					Total :	157.89
155087	7/31/2013	0004903 US BANK	4485591000611990		CREDIT CARD PURCHASES	4,013.03
					Total :	4,013.03
155088	7/31/2013	0000926 USABLUBOOK	008500		SWITCH	214.12
					Total :	214.12
155089	7/31/2013	0000932 VERIZON WIRELESS	9707945134		CURRENT COMM CHARGES	4,684.86
					Total :	4,684.86
155090	7/31/2013	0007166 VETERANS NORTHWEST CONST	2		PROF SVC/NORTH RESERVOIR	220,242.84
					Total :	220,242.84
155091	7/31/2013	0007173 VON HADEN, BRADLEY	TRAVEL ADVANCE		TRAVEL ADVANCE	212.50
					Total :	212.50
155092	7/31/2013	0003917 WALTON, DAVID	070813		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155092	7/31/2013	0003917 0003917 WALTON, DAVID			(Continued)	Total : 20.00
155093	7/31/2013	0001639 WASHINGTON CITIES INSURANCE	OH-102		FLAGGER RE-CERTIFICATION	297.50
						Total : 297.50
155094	7/31/2013	0001052 WASHINGTON STATE PATROL	I13009739 I13010001		BACKGROUND CHECKS BACKGROUND CHECKS	20.00 412.50
						Total : 432.50
155095	7/31/2013	0002032 WASHINGTON WASTEWATER PERSONNL	071913		TEST FEE/VON HADEN	15.00
						Total : 15.00
155096	7/31/2013	0003897 WELSHANS, KINDLE	EXP REIMB		EXP REIMB	73.29
						Total : 73.29
155097	7/31/2013	0007178 WENDT, PETE	1		TRAVEL REFUND	50.00
						Total : 50.00
155098	7/31/2013	0003486 WESTERN FACILITIES SUPPLY, INC	415054-01		TILE/ACID CLEANER/AIR FRESHENER	337.62
						Total : 337.62
155099	7/31/2013	0001000 WHIDBEY AUTO PARTS, INC.	182075 182101 182504 182661		ALTERNATOR CORE SILICONE FUSE	243.73 -36.23 29.34 1.54
						Total : 238.38
155100	7/31/2013	0001007 WHIDBEY CLEANERS	242503		EMBROIDERY	114.14
						Total : 114.14
155101	7/31/2013	0001017 WHIDBEY PRINTERS	46184 46325 46342 46343 46360 46368 46375		PERMANENT MOORAGE RATE SHEETS TRUCK SIGNS MAGNETIC VEHICLE SIGNS BUSINESS CARDS/SUBLET BUSINESS CARDS/DUDLEY NAME PLATE/SILVEIRA BUSINESS CARDS/MCINTYRE	88.72 107.61 265.23 70.76 70.76 14.13 55.71

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155101	7/31/2013	0001017 0001017 WHIDBEY PRINTERS			(Continued)	Total : 672.92
155102	7/31/2013	0007078 WHIDBEY SIGN COMPANY	506579		RACE WEEK FLAGS	1,618.00
						Total : 1,618.00
155103	7/31/2013	0001010 WHIDBEY TELECOM	3594526		CURRENT NET CHARGES	41.45
						Total : 41.45
155104	7/31/2013	0006775 WORKSAFE SERVICE, INC	178053		DRUG TESTS	52.00
						Total : 52.00
155105	7/31/2013	0001061 XEROX CORPORATION	701650479		MAY 2013/COPIER RENTAL	4,847.93
						Total : 4,847.93
196 Vouchers for bank code : bank						Bank total : 565,480.57
196 Vouchers in this report						Total vouchers : 565,480.57

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155137	8/9/2013	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	465.00
					Total :	465.00
155138	8/9/2013	0004903 US BANK	4485591000119689		CREDIT CARD PURCHASES	97.23
					Total :	97.23
155139	8/20/2013	0000561 MERRIMAN, DOUGLAS	TRAVEL ADVANCE		TRAVEL ADVANCE	104.00
					Total :	104.00
155140	8/20/2013	0005840 DUDLEY, SCOTT	TRAVEL ADVANCE		TRAVEL ADVANCE	104.00
					Total :	104.00
155141	8/20/2013	0005719 SEATTLE MARATHON ASSOCIATION	081613		EXPO BOOTH	1,200.00
					Total :	1,200.00
155142	8/22/2013	0000950 LICENSING, WASHINGTON STATE DEPT OF	081413		CONCEALED WEAPONS PERMITS	360.00
					Total :	360.00
155143	8/23/2013	0000028 ALL ISLAND LOCK & KEY	22513 22565		DND DND	24.46 12.23
					Total :	36.69
155144	8/23/2013	0000034 AMERICAN PLANNING ASSOCIATION	087067-1355		ZONING PRACTICE	95.00
					Total :	95.00
155145	8/23/2013	0002044 ANACORTES.NET/HOW IT WORKS	33487		AUG 2013/WEB HOSTING	15.95
					Total :	15.95
155146	8/23/2013	0007077 ANDREWS, SARA	080713		PUBLIC DEFENSE	300.00
					Total :	300.00
155147	8/23/2013	0002771 ANGELOS CAFFE	2091774		LUNCHES	154.90
					Total :	154.90
155148	8/23/2013	0005001 ARAMARK	938116000		UNIFORM SERVICES	820.34
					Total :	820.34

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155149	8/23/2013	0004256 ARSON INVESTIGATORS, INTERNATIONAL A	50121		MEMBERSHIP/BUXTON	75.00
Total :						75.00
155150	8/23/2013	0004019 ASSOCIATED PETROLEUM PRODUCTS	0459143-IN 0459173-IN 0464321-IN		FUEL FUEL FUEL	36,225.53 14,231.64 17,901.66
Total :						68,358.83
155151	8/23/2013	0000081 BAY PRINTING	22057		FLYERS	122.29
Total :						122.29
155152	8/23/2013	0000082 BAYSHORE OFFICE PRODUCTS, INC	0623580-001		PAPER	81.25
Total :						81.25
155153	8/23/2013	0000103 BLADE CHEVROLET, INC	139226 401826		SWITCH JUL 2013/VEHICLE RENTAL	63.99 600.00
Total :						663.99
155154	8/23/2013	0007189 BLISCHKE, DON	7029		MOORAGE REFUND	105.72
Total :						105.72
155155	8/23/2013	0003097 BOYER, TALLIE	081213		WELLNESS INCENTIVE	20.00
Total :						20.00
155156	8/23/2013	0001867 BRADY, CHRIS	082213		KEY DEPOSIT REFUND	5.00
Total :						5.00
155157	8/23/2013	0006769 BRAUN CONSULTING GROUP	1665		JUL 2013/RETAINER	2,650.00
Total :						2,650.00
155158	8/23/2013	0000137 BRIM TRACTOR COMPANY	IM68076 IM68195		FILTER WHEEL	44.65 198.15
Total :						242.80
155159	8/23/2013	0000627 CAPITAL ONE COMMERCIAL	165607465211		SUPPLIES	289.72
Total :						289.72
155160	8/23/2013	0005208 CARTER, SERLOYD	081213		WELLNESS INCENTIVE	20.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155160	8/23/2013	0005208 0005208 CARTER, SERLOYD			(Continued)	Total : 20.00
155161	8/23/2013	0000160 CENTRAL WELDING SUPPLY	RN07130980		CENTRASHIELD	12.71
						Total : 12.71
155162	8/23/2013	0000179 CLERKS PETTY CASH	081913		PETTY CASH	131.95
						Total : 131.95
155163	8/23/2013	0000197 CONCRETE NORWEST	893180		SAND	2,014.71
						Total : 2,014.71
155164	8/23/2013	0007193 CONVENTION MANAGEMENT RESOURCE	080613		HOTEL ACCOMMODATIONS	3,096.26
						Total : 3,096.26
155165	8/23/2013	0003065 COVENANT JANITORIAL	1335890		JUL 2013/JANITORIAL SERVICES	3,465.40
						Total : 3,465.40
155166	8/23/2013	0007074 COX, GENEVIEVE	081213		WELLNESS INCENTIVE	20.00
						Total : 20.00
155167	8/23/2013	0006204 CRA PAYMENT CENTER	IB64190 IB64232		PTO PTO	331.09 -48.85
						Total : 282.24
155168	8/23/2013	0007196 CRAFT, JIM	5029		MOORAGE REFUND	478.00
						Total : 478.00
155169	8/23/2013	0007198 CROSNO CONSTRUCTION	081313		BUSINESS LICENSE OVERPAYMENT	12.50
						Total : 12.50
155170	8/23/2013	0007188 CROUCH, ROSELLA	1		TRAVEL REFUND	115.00
						Total : 115.00
155171	8/23/2013	0007187 DAUGHERTY, BURDON	1		TRAVEL REFUND	115.00
						Total : 115.00
155172	8/23/2013	0000256 DAY WIRELESS SYSTEMS	338568 338570		LOCK RELEASE LOCK OPERATION	92.40 92.40

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155172	8/23/2013	0000256 0000256 DAY WIRELESS SYSTEMS	(Continued)			Total : 184.80
155173	8/23/2013	0000247 DIAMOND RENTALS	1-500608-19		PORTABLES	49.95
			1-500619-19		PORTABLES	49.95
			1-500627-19		PORTABLES	49.95
			1-501576-16		PORTABLES	49.95
			1-501576-17		PORTABLES	49.95
			1-504393-12		PORTABLES	49.95
			1-505566-10		PORTABLES	49.95
			1-508403-5		PORTABLES	99.90
			1-509362-3		PORTABLES	49.95
			1-509920-3		PORTABLES	99.90
			1-510057-2		PORTABLES	49.95
			1-510529-2		PORTABLES	49.95
			1-511080		PORTABLES	99.90
			1-512223		CAN PUMPING	239.25
			1-512224		CAN PUMPING	669.90
			1-512239		PORTABLES	1,080.53
			1-512332		PORTABLES	17.38
					Total :	2,806.26
155174	8/23/2013	0002228 DIVERSIFIED INSPECTIONS/	226871-DIITL		ANNUAL INSPECTION	910.00
					Total :	910.00
155175	8/23/2013	0000254 DON'S WELDING	061713		PLATES/DRILL	21.74
					Total :	21.74
155176	8/23/2013	0007197 DRUM, ED	5495		MOORAGE REFUND	268.66
					Total :	268.66
155177	8/23/2013	0000175 DUNN-TERRY, ROXANN	EXP REIMB		EXP REIMB	622.23
					Total :	622.23
155178	8/23/2013	0000257 DUTCH MAID CLEANERS	1043		UNIFORM SERVICES	6.51
					Total :	6.51
155179	8/23/2013	0005622 EC POWER SYSTEMS	415314		ALARM REPAIR	2,493.56

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155179	8/23/2013	0005622 0005622 EC POWER SYSTEMS	(Continued)			Total : 2,493.56
155180	8/23/2013	0006747 EQUINOX RESEARCH & CONSULTING	11-413-12		PROF SVC/ARCHAEOLOGICAL RECOV	77,789.96
						Total : 77,789.96
155181	8/23/2013	0001789 ESPARZA, RONALD W	081213		WELLNESS INCENTIVE	20.00
						Total : 20.00
155182	8/23/2013	0002900 FASTENAL	WAOAK14107 WAOAK14685 WAOAK14692 WAOAK14783		SHCS FASTENERS PRTABAND FASTENERS	0.20 19.19 43.75 74.94
						Total : 138.08
155183	8/23/2013	0000309 FERGUSON, LARRY	081213		WELLNESS INCENTIVE	20.00
						Total : 20.00
155184	8/23/2013	0006991 FIKSE, JOSH	081213		WELLNESS INCENTIVE	20.00
						Total : 20.00
155185	8/23/2013	0007194 FRAENZL, JEREMY	5987		MOORAGE REFUND	357.15
						Total : 357.15
155186	8/23/2013	0007141 FREEDOM PROPERTIES, LLC	083113		SEP 2013/ANIMAL SHELTER	2,500.00
						Total : 2,500.00
155187	8/23/2013	0000355 FRONTIER	240-2350 279-0841 279-1060 675-1568 675-1669 675-6858 679-0500 679-1640 679-1651 679-1789 679-2530 679-2628		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	1,126.28 71.32 60.16 207.00 60.01 54.68 59.54 54.83 60.01 54.83 60.01 324.58

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155187	8/23/2013	0000355 FRONTIER	(Continued) 679-3902 679-5551 679-8477		CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES	58.82 184.62 79.41
Total :						2,516.10
155188	8/23/2013	0000326 FRONTIER BUILDING SUPPLY	80920 80975		CEDAR/BITS CEDAR	156.82 54.76
Total :						211.58
155189	8/23/2013	0000325 FRONTIER FORD	102314 104249 96048		CEL REPAIRS LIGHTING REPAIRS JEWELS	238.54 133.63 14.66
Total :						386.83
155190	8/23/2013	0007131 FULLERTON & ASSOCIATES	13-020		CONSULTING SERVICES	570.00
Total :						570.00
155191	8/23/2013	0000329 GALLS	000801845 000829891 000838859		BOOTS BOOTS SIREN	139.99 117.00 270.00
Total :						526.99
155192	8/23/2013	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	1,705.04
Total :						1,705.04
155193	8/23/2013	0007186 GEDDES, JACK	1		TRAVEL REFUND	40.00
Total :						40.00
155194	8/23/2013	0000340 GIFFORD, KATHY	081213		WELLNESS INCENTIVE	20.00
Total :						20.00
155195	8/23/2013	0000349 GRAINGER	9199274201 9200106251		SLINGS COUPLINGS	143.05 306.32
Total :						449.37
155196	8/23/2013	0002940 GRAY & OSBORNE, INC	13404.00-8 13489.00-3		PROF SVC/WATER SYSTEM IMPROVEM PROF SVC/WATER SYSTEM IMPROVEM	2,625.85 10,224.79

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155196	8/23/2013	0002940 GRAY & OSBORNE, INC	(Continued) 13518.00-1		PROF SVC/WATER SYSTEM IMPROVEM	10,113.18
					Total :	22,963.82
155197	8/23/2013	0000345 GREATER OAK HBR CHAMBER OF COM	030140 030142		2% FUNDING AUG 2013/TOURIST PROMOTION	2,439.36 6,000.00
					Total :	8,439.36
155198	8/23/2013	0006990 GRUBB, GARY	081213		WELLNESS INCENTIVE	20.00
					Total :	20.00
155199	8/23/2013	0002747 GUARDIAN SECURITY	448482		SERVICES/SENIOR CENTER	847.87
					Total :	847.87
155200	8/23/2013	0006590 HAFFNER, OTTO	081213		WELLNESS INCENTIVE	20.00
					Total :	20.00
155201	8/23/2013	0005250 HONEYMOON BAY COFFEE ROASTERS	581635		COFFEE SUPPLIES	187.14
					Total :	187.14
155202	8/23/2013	0006520 HOPKINS, CAMERON	TRAVEL ADVANCE		TRAVEL ADVANCE	122.50
					Total :	122.50
155203	8/23/2013	0000392 HUBBARD, SCOTT	081213		WELLNESS INCENTIVE	20.00
					Total :	20.00
155204	8/23/2013	0000394 HUMAN RESOURCE SERVICES	072413		AUG 2013/UNEMPLOYMENT SERVICES	110.00
					Total :	110.00
155205	8/23/2013	0000417 INDUSTRIAL BOLT & SUPPLY	540064-2 540994-1		HEX NUTS HEX NUTS	35.90 468.97
					Total :	504.87
155206	8/23/2013	0005280 INNOVYZE, INC	18986AM		SUBSCRIPTION	1,087.00
					Total :	1,087.00
155207	8/23/2013	0005884 ISLAND COUNTY HUMAN SERVICES	2ND QTR 2013		2ND QTR 2013/EXCISE LIQUOR TAX	997.64

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155207	8/23/2013	0005884 0005884 ISLAND COUNTY HUMAN SERVICES	(Continued)			Total : 997.64
155208	8/23/2013	0005949 ISLAND COUNTY SHERIFF RESERVES	503		WHIDBEY ISLAND MARATHON	632.50
						Total : 632.50
155209	8/23/2013	0000411 ISLAND COUNTY TREASURER	080613		CRIME VICTIM COMPENSATION	218.18
						Total : 218.18
155210	8/23/2013	0000438 ISLAND PAINT & GLASS	25312		PAINT	156.48
						Total : 156.48
155211	8/23/2013	0000480 KNOX COMPANY	INV00586183		USB	1,512.02
						Total : 1,512.02
155212	8/23/2013	0001475 KOCH, MARGARET	1		TRAVEL REFUND	30.00
						Total : 30.00
155213	8/23/2013	0000485 KRIEG CONSTRUCTION	7990		BOOM TRUCK SERVICES	652.20
						Total : 652.20
155214	8/23/2013	0000889 LANGUAGE EXCHANGE	13		MUNICIPAL COURT INTERPRETER	438.75
						Total : 438.75
155215	8/23/2013	0007195 LEEDY, VERLIN	7031		MOORAGE REFUND	19.88
						Total : 19.88
155216	8/23/2013	0000979 LES SCHWAB	41400075491		ALIGNMENT	239.89
						Total : 239.89
155217	8/23/2013	0007201 LIFETEK TRAINING, INC	13-5040		ALIGNMENT FEE	60.00
						Total : 60.00
155218	8/23/2013	0001909 LONG, JAY	1		DRIVING SERVICES	132.00
			1		DRIVING SERVICES	96.00
			1		DRIVING SERVICES	135.00
			1		DRIVING SERVICES	135.00
						Total : 498.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155219	8/23/2013	0000522 LUEHR, TOM	1		DRIVING SERVICES	150.00
Total :						150.00
155220	8/23/2013	0006072 MASTER'S TOUCH, LLC	P30856 P30857		JUL 2013/POSTAGE FOR LATE NOTICE JUL 2013/POSTAGE FOR STATEMENTS	428.72 2,730.79
Total :						3,159.51
155221	8/23/2013	0006072 MASTER'S TOUCH, LLC	30856 30857		JUL 2013/MAILING SERVICES JUL 2013/MAILING SERVICES FOR STA	262.84 878.73
Total :						1,141.57
155222	8/23/2013	0006028 MCI COMM SERVICE	679-3902		LONG DISTANCE	36.82
Total :						36.82
155223	8/23/2013	0000558 MERRILL, RAY	TRAVEL ADVANCE		TRAVEL ADVANCE	127.00
Total :						127.00
155224	8/23/2013	0006992 MOON, ANDREW	081213		WELLNESS INCENTIVE	20.00
Total :						20.00
155225	8/23/2013	0000587 MOTOR TRUCKS, INC	MV54221		HINGES	535.33
Total :						535.33
155226	8/23/2013	0000593 MUELLER, DEBORAH	081213		WELLNESS INCENTIVE	20.00
Total :						20.00
155227	8/23/2013	0001041 MUNICIPAL ATTORNEYS, WASHINGTON STA	1260733-59104014		REGISTRATION/ESPARZA	250.00
Total :						250.00
155228	8/23/2013	0000608 NC MACHINERY COMPANY	MVCS0225713		PULLEY	125.21
Total :						125.21
155229	8/23/2013	0002633 NEXXPOST LLC	213786		MAIL MACHINE LEASING	1,200.05
Total :						1,200.05
155230	8/23/2013	0000672 OAK HARBOR ACE	224119 224127 225518		TRIMMER TRIMMER HANDLE/CLEANER/BRUSHES/CHAIN	325.94 -325.94 41.37

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155230	8/23/2013	0000672 OAK HARBOR ACE	(Continued)			
			225519		TINNING BRUSH	5.32
			225593		BULBS	32.60
			225723		BULBS	20.08
			225748		TEE/TUBE	13.20
			225765		ADAPTERS/BUSHING/TEE	20.14
			225815		CLEANER/PRIMER/CEMENT	21.81
			225822		SPRAYPAINT	16.27
			225864		INSECT SPRAY	37.46
			225911		HAMMERITE/WIRE/PAINTBRUSHES	55.00
			225940		OIL	16.29
			225969		CAULK/FASTENERS	31.10
			226111		RUST REPAIR/PAINT	23.35
			226277		OIL	16.29
			226364		DRILL BIT/PLUMBING SUPPLIES/FASTE	28.76
			226428		BATTERIES	23.98
					Total :	403.02
155231	8/23/2013	0000668 OAK HARBOR AUTO CENTER	001-174085		BELTS	52.72
			001-174095		FUEL CAP	12.86
			001-174739		RELAY	8.71
			001-174922		WIPER	3.25
			001-175044		PRIME EXT LIFE	132.25
			001-175091		CIRCUIT BREAKER	3.64
			001-175095		FILTERS	72.95
			001-175499		POWER STEERING	2.23
			001-175578		IDLER	23.07
			001-175597		DSC BRK ST	49.72
			001-175645		WEATHERSTRIP	13.87
			001-175818		SPLICE/RINGS	8.61
			001-175857		FUSE	1.36
			001-176059		STEERING COUPLING	276.05
			001-176064		OIL SEAL	13.48
			001-176067		STEERING COUPLING	-64.91
					Total :	609.86
155232	8/23/2013	0006081 OAK HARBOR YOUTH FOOTBALL	081313		HYDRANT DEPOSIT REIMBURSEMENT	128.85

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155232	8/23/2013	0006081 0006081 OAK HARBOR YOUTH FOOTBALL	(Continued)			Total : 128.85
155233	8/23/2013	0003007 OFFICE DEPOT	669155978001		CALCULATOR	137.06
						Total : 137.06
155234	8/23/2013	0001377 ORCA INFORMATION	334011		PRE-EMPLOYMENT/PICCONE	75.00
			334506		PRE-EMPLOYMENT/PICCONE	20.00
			335125		PRE-EMPLOYMENT/PICCONE	75.00
						Total : 170.00
155235	8/23/2013	0007177 OSEGUERA, NINA	080513		KEY DEPOSIT REFUND	5.00
						Total : 5.00
155236	8/23/2013	0002985 PACIFIC TIRE CO. INC	0065328		TIRES	242.04
			0066159		TIRES	127.68
			0067469		TIRES	436.86
			0067926		TIRES	127.68
			0068320		TIRES	790.30
			0068454		TIRES	448.22
			0068455		TIRES	127.68
			0068456		TIRES	63.84
			0068457		TIRES	819.68
			0068758		TIRES	1,724.22
						Total : 4,908.20
155237	8/23/2013	0003164 PAINTERS ALLEY	21672		PAINT	41.08
			21743		PAINT	17.37
						Total : 58.45
155238	8/23/2013	0005783 PARTSMaster	20696323		HAMMER SET	98.83
			20698690		LEVER HOIST	207.53
			20699102		SAW TOOL	195.03
						Total : 501.39
155239	8/23/2013	0000709 PERS	01001709		JUL 2013/UNFUNDED LIABILITY	26.98
						Total : 26.98
155240	8/23/2013	0000299 PLACE, SANDRA	081213		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155240	8/23/2013	0000299 0000299 PLACE, SANDRA	(Continued)			Total : 20.00
155241	8/23/2013	0005921 PLANNING ASSOCIATION OF	1262973-59100050		REGISTRATION/ESPARZA	85.00
						Total : 85.00
155242	8/23/2013	0000710 PLATT ELECTRIC SUPPLY, INC	5233445		RELAYS	305.68
						Total : 305.68
155243	8/23/2013	0000730 POWELL, JANIS	1		DRIVING SERVICES	102.00
						Total : 102.00
155244	8/23/2013	0006866 PROTHMAN	2013-4009		CONSULTING SERVICES	1,520.78
						Total : 1,520.78
155245	8/23/2013	0000746 PUGET SAFETY EQUIPMENT	0014746-IN		MAX-1 33DB 200/BOX ORANGE	204.18
						Total : 204.18
155246	8/23/2013	0000743 PUGET SOUND ENERGY	200002036917		ELECTRICITY/CITY BEACH PARK	143.61
			200003131170		ELECTRICITY/WELL #7	12.56
			200007268135		ELECTRICITY/SW ERIE ST SW BARRIN	165.67
			200010499065		ELECTRICITY/1000 SE CITY BEACH ST	13.39
			200010549943		ELECTRICITY/WELL #6	12.56
			300000005003		ELECTRICITY/RV PARK	388.58
			300000007421		ELECTRICITY/STREET LIGHTS	9,461.06
			300000007421		ELECTRICITY/STREET LIGHTS	2,924.58
			300000010409		ELECTRICITY/NE 11TH AVENUE	60.61
						Total : 13,182.62
155247	8/23/2013	0000965 REVENUE, WASHINGTON STATE DEPT OF	082213		UNCLAIMED PROPERTY	234.79
						Total : 234.79
155248	8/23/2013	0002508 RINEY PRODUCTION SERVICES	10-1093		TAPING SERVICES	2,050.45
						Total : 2,050.45
155249	8/23/2013	0007190 ROGERS, FRANK	7059		MOORAGE REFUND	128.10
						Total : 128.10
155250	8/23/2013	0007200 SAGE SOFTWARE, INC	2000917548		FIXED ASSETS SOFTWARE	1,722.90

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155250	8/23/2013	0007200 0007200 SAGE SOFTWARE, INC	(Continued)			Total : 1,722.90
155251	8/23/2013	0005967 SEATTLE AUTOMOTIVE DIST	S6-51888		MOTOR	54.46
			S6-54393		ROTOR/PAD SET	229.23
			S6-58319		MOTOR	54.46
			S6-59853		ROTOR/PAD SET	179.38
			S6-59855		MOTOR	54.46
			S6-62659		SPARK PLUGS/BOOTS	86.09
					Total :	658.08
155252	8/23/2013	0000719 SEVERNS, RHONDA	081213		WELLNESS INCENTIVE	20.00
					Total :	20.00
155253	8/23/2013	0003782 SHARP ELECTRONICS CORPORATION	C781919-701		MAINTENANCE CONTRACT	78.12
					Total :	78.12
155254	8/23/2013	0000817 SHELLEY, TIM	081213		WELLNESS INCENTIVE	20.00
					Total :	20.00
155255	8/23/2013	0000822 SHRED-IT USA, INC	101310900		SHREDDING	49.50
					Total :	49.50
155256	8/23/2013	0004184 SIPES, TAMRA	082313		AGREEMENT PAYMENT	5,092.00
			083113		AGREEMENT PAYMENT	2,546.00
					Total :	7,638.00
155257	8/23/2013	0000833 SKAGIT HYDRAULICS	127819		ROLLER STATOR	662.97
			127822		TUBING/FLARES	155.05
					Total :	818.02
155258	8/23/2013	0000876 SKAGIT VALLEY COLLEGE	22903		2ND QTR 2013/BUILDING OPERATIONS	14,485.18
					Total :	14,485.18
155259	8/23/2013	0004537 SKAGIT/ISLAND COUNTIES	2314		MEMBERSHIP/ANDERSON	420.00
					Total :	420.00
155260	8/23/2013	0000843 SOLID WASTE SYSTEMS, INC	0064161-IN		ARM	2,475.04

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155260	8/23/2013	0000843 0000843 SOLID WASTE SYSTEMS, INC	(Continued)			Total : 2,475.04
155261	8/23/2013	0007202 SOUND LEGAL COPY	71900		IMAGING/SCANNING SERVICES	1,134.46
						Total : 1,134.46
155262	8/23/2013	0000846 SOUND PUBLISHING	734104 829493 831459		NOA AGENCY - SEPA PUBLIC HEARING NOTICE OF APPLICATION	124.60 112.14 161.98
						Total : 398.72
155263	8/23/2013	0000851 SPRINT	140239187		LONG DISTANCE	8.80
						Total : 8.80
155264	8/23/2013	0007203 STANFORD, TRAVIS	081213		WELLNESS INCENTIVE	20.00
						Total : 20.00
155265	8/23/2013	0003883 STAPLES BUSINESS ADVANTAGE	3203875195 3204596495 3204596501 3205501824		MOUSE/FLAGS USB DRIVE SORTER/LABELS/BATTERIES BOXES/FOLDERS	30.21 80.70 51.03 30.63
						Total : 192.57
155266	8/23/2013	0007191 STEPHENSON, MICHAEL	7059		MOORAGE REFUND	115.29
						Total : 115.29
155267	8/23/2013	0000867 STRUCTURAL DIAGNOSTIC SERVICES	13170301		TESTING SERVICES	1,615.00
						Total : 1,615.00
155268	8/23/2013	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	138.00
						Total : 138.00
155269	8/23/2013	0000874 SURETY PEST CONTROL	371365 372960		PEST EXTERMINATION PEST EXTERMINATION	38.05 59.79
						Total : 97.84
155270	8/23/2013	0006730 SWINOMISH INDIAN TRIBAL	072413 072413A		JUN 2013/OAK HARBOR SITE SERVICE MAY 2013/OAK HARBOR SITE SERVICE	18,978.69 79,013.21

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155270	8/23/2013	0006730 0006730 SWINOMISH INDIAN TRIBAL	(Continued)			Total : 97,991.90
155271	8/23/2013	0001053 TREASURER, WASHINGTON STATE	080613		COURT/BC FEES	11,469.10
						Total : 11,469.10
155272	8/23/2013	0004518 TRIANGLE CHARTER SERVICE, LLC	5040		TRANSPORTATION	750.00
						Total : 750.00
155273	8/23/2013	0000923 UNITED PARCEL SERVICE	0000A0182W303		SHIPPING	49.85
						Total : 49.85
155274	8/23/2013	0007199 UNIVERSITY MECHANICAL	081313		BUSINESS LICENSE OVERPAYMENT	12.50
						Total : 12.50
155275	8/23/2013	0000922 UNUM LIFE INSURANCE COMPANY	071813		LONG TERM CARE	142.20
						Total : 142.20
155276	8/23/2013	0003917 WALTON, DAVID	081213		WELLNESS INCENTIVE	20.00
						Total : 20.00
155277	8/23/2013	0001052 WASHINGTON STATE PATROL	I14000410		BACKGROUND CHECKS	10.00
						Total : 10.00
155278	8/23/2013	0003250 WEDDEL, NINA	1		TRAVEL REFUND	440.00
						Total : 440.00
155279	8/23/2013	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW OI 14			PROF SVC/GENERAL 2013	18,016.00
						Total : 18,016.00
155280	8/23/2013	0007192 WEFTEC	080613		REGISTRATION/STOWELL/MICHAELS/M	2,475.00
						Total : 2,475.00
155281	8/23/2013	0001000 WHIDBEY AUTO PARTS, INC.	184900		SEALPULL	11.58
						Total : 11.58
155282	8/23/2013	0001010 WHIDBEY TELECOM	3609686		ALARM MONITORING	63.05
						Total : 63.05
155283	8/23/2013	0003776 WWCCPP GROUP	080113		REGISTRATION/PRICE	100.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155283	8/23/2013	0003776 0003776 WWCCPP GROUP	(Continued)			Total : 100.00
155284	8/23/2013	0001061 XEROX CORPORATION	701660106		JUN 2013/COPIER RENTAL	4,087.91
						Total : 4,087.91
155285	8/23/2013	0001067 ZEP SALES & SERVICE	9000433351		BIG ORANGE/CENTER/KLEAR	1,220.89
						Total : 1,220.89
149 Vouchers for bank code : bank						Bank total : 421,007.84
149 Vouchers in this report						Total vouchers : 421,007.84

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155106	8/5/2013	0001299 CHURCHILL REALTY	Ref000207276		UB Refund Cst #00124430	8.32
					Total :	8.32
155107	8/5/2013	0007184 HOLLAND, AMBER	Ref000207279		UB Refund Cst #00159967	149.55
					Total :	149.55
155108	8/5/2013	0007185 MULLINS, ANGELA	Ref000207280		UB Refund Cst #00161830	141.80
					Total :	141.80
155109	8/5/2013	0007182 WRIGHT, JUSTIN OR KELLYANNE	Ref000207277		UB Refund Cst #00150611	154.27
					Total :	154.27
155110	8/5/2013	0007183 ZIEGLER, WAYNE	Ref000207278		UB Refund Cst #00156726	30.90
					Total :	30.90
5 Vouchers for bank code : bank						Bank total : 484.84
5 Vouchers in this report						Total vouchers : 484.84

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155111	8/6/2013	0000066 AWC EMPLOYEES BENEFITS TRUST	080613		PREMIUMS	41.30
					Total :	41.30
155112	8/6/2013	0000860 STANDARD INSURANCE COMPANY	073113		LONG TERM DISABILITY	4,286.84
					Total :	4,286.84
155113	8/7/2013	0000979 LES SCHWAB	41400062684		THRUST ANGLE ALIGNMENT	61.14
					Total :	61.14
155114	8/7/2013	0007079 SHONUFF FOODS	41		WELLNESS PICNIC	750.13
					Total :	750.13
155115	8/7/2013	0005444 SIERRA, GEORGINA D	073113		PUBLIC DEFENSE	2,500.00
					Total :	2,500.00
155116	8/7/2013	0004903 US BANK	4485590100104922		CREDIT CARD PURCHASES	701.48
					Total :	701.48
155117	8/7/2013	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	610.66
					Total :	610.66
155118	8/7/2013	0004903 US BANK	4485590001557665		CREDIT CARD PURCHASES	444.91
					Total :	444.91
155119	8/7/2013	0004903 US BANK	4485590001840921		CREDIT CARD PURCHASES	22.67
					Total :	22.67
155120	8/7/2013	0000932 VERIZON WIRELESS	9707945134		CURRENT COMM CHARGES	4,684.86
					Total :	4,684.86
155121	8/7/2013	0007166 VETERANS NORTHWEST CONST	2		PROF SVC/NORTH RESERVOIR	220,242.84
					Total :	220,242.84
155122	8/7/2013	0007173 VON HADEN, BRADLEY	TRAVEL ADVANCE		TRAVEL ADVANCE	212.50
					Total :	212.50
155123	8/7/2013	0003917 WALTON, DAVID	070813		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155123	8/7/2013	0003917 0003917 WALTON, DAVID			(Continued)	Total : 20.00
155124	8/7/2013	0001639 WASHINGTON CITIES INSURANCE	OH-102		FLAGGER RE-CERTIFICATION	297.50
						Total : 297.50
155125	8/7/2013	0001052 WASHINGTON STATE PATROL	I13009739 I13010001		BACKGROUND CHECKS BACKGROUND CHECKS	20.00 412.50
						Total : 432.50
155126	8/7/2013	0002032 WASHINGTON WASTEWATER PERSONNL	071913		TEST FEE/VON HADEN	15.00
						Total : 15.00
155127	8/7/2013	0003897 WELSHANS, KINDLE	EXP REIMB		EXP REIMB	73.29
						Total : 73.29
155128	8/7/2013	0007178 WENDT, PETE	1		TRAVEL REFUND	50.00
						Total : 50.00
155129	8/7/2013	0003486 WESTERN FACILITIES SUPPLY, INC	415054-01		TILE/ACID CLEANER/AIR FRESHENER	337.62
						Total : 337.62
155130	8/7/2013	0001000 WHIDBEY AUTO PARTS, INC.	182075 182101 182504 182661		ALTERNATOR CORE SILICONE FUSE	243.73 -36.23 29.34 1.54
						Total : 238.38
155131	8/7/2013	0001007 WHIDBEY CLEANERS	242503		EMBROIDERY	114.14
						Total : 114.14
155132	8/7/2013	0001017 WHIDBEY PRINTERS	46184 46325 46342 46343 46360 46368 46375		PERMANENT MOORAGE RATE SHEETS TRUCK SIGNS MAGNETIC VEHICLE SIGNS BUSINESS CARDS/SUBLET BUSINESS CARDS/DUDLEY NAME PLATE/SILVEIRA BUSINESS CARDS/MCINTYRE	88.72 107.61 265.23 70.76 70.76 14.13 55.71

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155132	8/7/2013	0001017 0001017 WHIDBEY PRINTERS			(Continued)	Total : 672.92
155133	8/7/2013	0007078 WHIDBEY SIGN COMPANY	506579		RACE WEEK FLAGS	1,618.00
						Total : 1,618.00
155134	8/7/2013	0001010 WHIDBEY TELECOM	3594526		CURRENT NET CHARGES	41.45
						Total : 41.45
155135	8/7/2013	0006775 WORKSAFE SERVICE, INC	178053		DRUG TESTS	52.00
						Total : 52.00
155136	8/7/2013	0001061 XEROX CORPORATION	701650479		MAY 2013/COPIER RENTAL	4,847.93
						Total : 4,847.93
26 Vouchers for bank code : bank						Bank total : 243,370.06
26 Vouchers in this report						Total vouchers : 243,370.06

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

Bill No. C/A 4.d.
Date: September 3, 2013
Subject: F-Dock Construction Contract
Award with Bellingham Marine, Inc.

**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 recommends awarding a contract for repairs to the City of Oak Harbor Marina F-Dock to Bellingham Marine, Inc. in the amount of \$15,163.65.

FISCAL IMPACT DESCRIPTION

Funds Required: \$16,663.65 Appropriation Source: Marina Fund 410

SUMMARY STATEMENT

On April 12, 2013, a sail boat broke free from its anchorage in the Oak Harbor bay and was blown into the F-Dock breakwater at the Oak Harbor Marina. The impact damaged several fence boards along the outside edge of the dock and broke the hinge for the very last finger dock at the south end of the F-Dock.

The owner of the boat reported the incident the morning of April 13, 2013 and provided Marina employees with their insurance information. The accident was reported to WCIA and we expect that the city will be reimbursed for the repairs by Markel American Insurance Company, the boat owner's insurance company.

According to [OHMC 2.330](#), for projects under \$20,000 for a single trade, staff may select a contractor directly from the small works roster. The proposed project is under the limit established in code and Bellingham Marine, Inc. is on the small works roster maintained by the Municipal Research and Services Center (MRSC).

RECOMMENDED ACTION

1. Authorize the Mayor to sign a contract with Bellingham Marine, Inc. for repairs to the F-Dock at the Oak Harbor Marina in the amount of \$15,163.65; and
2. Authorize the City Engineer to administratively approve changes to the contract totaling not more than \$1,500.00

ATTACHMENTS - Construction Agreement

CITY OF OAK HARBOR, WASHINGTON
CONSTRUCTION CONTRACT COVER SHEET

Contract Parties: **City of Oak Harbor and Bellingham Marine, Inc.**

Contract Reference: **F-Dock Repairs**

Description of Work: **Repair Damage to F-Dock caused by a boat that broke free from its mooring.**

Contract Amount: **Lump Sum \$15,163.65**

| Contract Period: **Ninety (90) calendar days**

AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF OAK HARBOR (hereinafter called the Owner) and BELLINGHAM MARINE INDUSTRIES, INC. hereinafter called the (Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

The work shall consist of the following repairs to the Oak Harbor Marina F-Dock: repair of the finger dock hinge, replacement of fence boards and top rail as detailed in Exhibit A and the “Oak Harbor Marine Damage Inspection Report”, May 20, 2013. All work shall be in conformance with Division 1 of the 2012 Standard Specifications for Road, Bridge and Municipal Construction.

ARTICLE 2. CONTRACT TIME.

The Contractor shall be complete with the Work within ninety (90) calendar days of a date specified in the Notice to Proceed.

ARTICLE 3. DOCK CLOSURE

No Dock Closures will be allowed without prior approval from the Harbor Master.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor a lump sum amount of \$15,163.65 (in United States dollars) for completion of the Work in accordance with the Contract Documents. Sales tax is reflected in the lump sum contract amount.

ARTICLE 5. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

1. This Agreement and contract form;
2. Exhibit A - Scope of Work
3. “Oak Harbor Marine Damage Inspection Report” provided by the Contractor on May 20, 2013
4. The Performance Bond and the Labor and Material Payment Bond;
5. Appendix A - Prevailing Wage Rates

6. Amendments to Division 1 of the WSDOT Standard Specification for Road, Bridge and Municipal Construction 2012 edition;
7. Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2012 edition;

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order. The document or documents assigned the small number or numbers being controlling over any document having a larger number in the numerical order set forth above. Provided, however, although the supplemental conditions incorporates standard specifications by reference, in case of conflict or inconsistency, these standard specifications have a numerical order as shown above.

There are no Contract Documents other than those listed in this Article 5. The Contract Documents may be amended only in writing by Addendum, Change Order or Change Directive as provided in the Contract Documents.

ARTICLE 6. MISCELLANEOUS.

No assignment of any of the Contractor's rights under or interests in the Contract Documents, including but not limited to rights to payment, will be allowed without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract Documents.

The Contract Documents are binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

ARTICLE 7. INDEMNIFICATION

The Contractor shall defend indemnify and hold the City, its officers, officials, employees and volunteers harmless from any claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

CITY OF OAK HARBOR

CONTRACTOR

By _____

By _____

Date _____

Title _____

Attest _____

Address for giving notices

License No. _____

Agent for service of process: _____

PERFORMANCE BOND

We _____ as Principal, and _____ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to CITY OF OAK HARBOR (hereinafter called the Owner) for payment of the penal sum of \$ _____ (US), lawful money of the United States in connection with the Owner's award to the Contractor of a Contract for construction ("Contract") of the following project:

F-DOCK REPAIRS

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall remain in force for a period of at least two years after the Substantial Completion Date of the project, with respect to defective workmanship and materials, and shall otherwise secure all other obligations of the Contractor throughout any other periods of limitation.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth.

Surety agrees that no change, extension of time, modification, or addition to the terms of the Contract, or the Work to be performed hereunder, or to the Specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be jointly and severally liable to pay the Owner reasonable attorneys' fees, costs and expenses incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts or the State of Washington.

PERFORMANCE BOND – Continued

Executed in for original counterparts on _____, 20__.

CONTRACTOR

By _____

(Title)

(Attach acknowledgement of authorized representative of Contractor).

Any claims under this bond made in accordance with R.C.W 39.08 may be addressed to;

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent of
process in Washington if different from above)

_____ (Telephone No. of Surety's Washington agent)

(Attach acknowledgment)

Surety

By _____
Its Attorney-in-Fact

NOTICE:

Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

LABOR AND MATERIAL PAYMENT BOND

We _____ as Principal, and _____ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to CITY OF OAK HARBOR (hereinafter called the Owner) for payment of the penal sum of \$ _____ (US), lawful money of the United States in connection with the Owner's award to the Contractor of a Contract for construction ("Contract") of the following project.

F-DOCK REPAIRS

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, and pay all laborers, mechanics, Subcontractors, materialmen, taxing authorizes and all persons who supply such person or persons or Subcontractors with material, equipment and supplies for the carrying on of such Work, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall remain in force until completion of the project and acceptance by the Owner, and also for such period thereafter during which the law allows claims to be filed and sued upon.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth.

Surety agrees that no change, extension of time, modification, or addition to the terms of the Contract, or the Work to be performed hereunder, or to the Specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be jointly and severally liable to pay the Owner reasonable attorneys' fees, costs and expenses incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts or the State of Washington.

LABOR & MATERIAL PAYMENT BOND – Continued

Executed in for original counterparts on _____, 20__.

CONTRACTOR

By _____

(Title)

(Attach acknowledgement of authorized representative of Contractor).

Any claims under this bond made in accordance with R.C.W 39.08 may be addressed to;

(Name and address of Surety)

(Name and address of Surety's agent of
process in Washington if different from above)

(Telephone No. of Surety's Washington agent)

(Attach acknowledgment)

Surety

By _____
Its Attorney-in-Fact,

NOTICE:

Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

AFFIDAVIT OF INDUSTRIAL INSURANCE COMPLIANCE

STATE OF WASHINGTON)

)

SS.

COUNTY OF)

)

_____ Being first duly sworn, on her/his oath states that all payments of Industrial Insurance and Medical Aid have been made for all workers, either directly employed by the Contractor or employed under subcontract, who have performed work on the: **F-DOCK REPAIRS** project for the **CITY OF OAK HARBOR**.

CONTRACTOR

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for
State of Washington, residing at

My commission expires:

NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO CERTIFICATE OF INSURANCE.

INSURANCE COVERAGE QUESTIONNAIRE

For : _____
(Name of Insured)

Project Title: **F-DOCK REPAIRS**

Project Owner: **CITY OF OAK HARBOR**

Are the following coverages and/or conditions in effect?

	Yes	No
The Policy form is ISO Commercial General Liability form CG 20 10 10 01 (circle ONE). If no, attach a copy of the policy with required coverages clearly identified.		
The Owner, its officials, officers, employees and volunteers are additional insured's as Respects (a) activities performed for the Owner by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises, owned, leased, or used by the Named Insured.		
Products Completed operation coverage.		
Personal Injury Liability Coverage		
Broad Form Damage with X, C U Hazards included.		
Blanket Contractual Liability coverage applying to this Contract or Contractual Liability Coverage applying to this Contract		
Employers Liability – Stop Gap		
45 days written notice of cancellation to the City		

Deductibles Or SIRS GL _____ AL _____ Excess _____

Insurer's Best Rating GL _____ AL _____ Excess _____

This questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

Agency/Broker

Completed by (type)

Address

Completed by (Signature)

Name of person to contact

Telephone Number

LETTER OF EMPLOYMENT OF SUBCONTRACTOR

_____, 20__

TO:

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

Re: Contract No. ENG-13-08

Dear Sir:

We, the undersigned, request permission of the city of Oak Harbor to employ a Subcontractor in order to fully perform the Work covered by the terms of that written Contract made and executed by and between the City of Oak Harbor and ourselves, _____ on the _____ day of _____, 20__, designated as Contract No. ENG-13-08

We intend to employ the firm of:

- A.
- B.
- C.

for the purpose of performing the following described Work, _____

_____ and represent and warrant that the Work shall be performed by said Subcontractors, in a good and workmanlike manner and under our direct supervision. We further represent and warrant that the Work to be performed by them constitutes approximately _____ percent of the total dollar value of said Contract.

Very truly yours,

Contractor

Signature of Surety

AMENDMENTS and SPECIAL PROVISIONS

to

**Division 1 of the WSDOT Standard Specification for Road, Bridge and
Municipal Construction 2012 edition**

1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the 2012
3 Standard Specifications for Road, Bridge, and Municipal Construction.

4
5
6

AMENDMENTS TO THE STANDARD SPECIFICATIONS

7 The following Amendments to the Standard Specifications are made a part of this contract and
8 supersede any conflicting provisions of the Standard Specifications. For informational
9 purposes, the date following each Amendment title indicates the implementation date of the
10 Amendment or the latest date of revision.

11
12
13
14

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

15 **Section 1-01, Definition and Terms**
16 **August 6, 2012**

17 **1-01.3 Definitions**

18 The definition for “**Bid Documents**” is revised to read:

19

20 The component parts of the proposed Contract which may include, but are not limited to,
21 the Proposal Form, the proposed Contract Provisions, the proposed Contract Plans,
22 Addenda, and, for projects with Contracting Agency subsurface investigations, the
23 Summary of Geotechnical Conditions and subsurface boring logs (if any).

24

25 The definition for “**Superstructures**” is revised to read:

26

27 The part of the Structure *above*:

28

- 29 1. The bottom of the grout pad for the simple and continuous span bearing, or
- 30
- 31 2. The bottom of the block supporting the girder, or
- 32
- 33 3. Arch skewback and construction joints at the top of vertical abutment members or
- 34 rigid frame piers.
- 35

36

Longitudinal limits of the Superstructure extend from end to end of the Structure in accordance with the following criteria:

37

- 38
- 39 1. From the face of end diaphragm abutting the bridge approach embankment for
- 40 end piers without expansion joints, or
- 41
- 42 2. From the end pier expansion joint for bridges with end pier expansion joints.
- 43

44

Superstructures include, but are not limited to, the bottom slab and webs of box girders, the bridge deck and diaphragms of all bridges, and the sidewalks when shown on the bridge deck. The Superstructure also includes the girders, expansion joints, bearings, barrier, and railing attached to the Superstructure when such Superstructure components are not otherwise covered by separate unit measured or lump sum bid items.

48
49

1 Superstructures do not include endwalls, wingwalls, barrier and railing attached to the
2 wingwalls, and cantilever barriers and railings unless supported by the Superstructure.

3

4 **Section 1-02, Bid Procedures and Conditions**
5 **January 2, 2012**

6 **1-02.4(2) Subsurface Information**

7 The first two sentences in the first paragraph are revised to read:

8

9 If the Contracting Agency has made subsurface investigation of the site of the proposed
10 work, the boring log data, soil sample test data, and geotechnical recommendations reports
11 obtained by the Contracting Agency will be made available for inspection by the Bidders at
12 the location specified in the Special Provisions. The Summary of Geotechnical Conditions,
13 as an appendix to the Special Provisions, and the boring logs shall be considered as part of
14 the Contract.

15

16 **Section 1-03, Award and Execution of Contract**
17 **April 2, 2012**

18 **1-03.1(1) Tied Bids**

19 This section's title is revised to read:

20

21 **1-03.1(1) Identical Bid Totals**

22

23 **Section 1-05, Control of Work**
24 **August 6, 2012**

25 **1-05.13(1) Emergency Contact List**

26 The second sentence in the first paragraph is revised to read:

27

28 The list shall include, at a minimum, the Prime Contractor's Project Manager, or equivalent,
29 the Prime Contractor's Project Superintendent, the Erosion and Sediment Control (ESC)
30 Lead and the Traffic Control Supervisor.

31

32 **Section 1-06, Control of Material**
33 **January 7, 2013**

34 **1-06.1(4) Fabrication Inspection Expense**

35 The first paragraph is revised to read:

36

37 In the event the Contractor elects to have items fabricated beyond 300 miles from Seattle,
38 Washington, the Contracting Agency will deduct from payment due the Contractor costs to
39 perform fabrication inspection on the following items:

40

- 41 • Bridge Bearings (Cylindrical, Disc, Fabric Pad, Pin, Pendulum, Rocker, and
- 42 Spherical)
- 43 • Cantilever Sign Structures and Sign Bridges
- 44 • Epoxy-Coated Reinforcing Steel
- 45 • Metal Bridge Railing and Handrail
- 46 • Modular Expansion Joints

- 1 • Painted Piling and Casing
- 2 • Painted and Powder-Coated Luminaire and Signal Poles
- 3 • Precast Concrete Catch Basins, Manholes, Inlets, Drywells, and Risers
- 4 • Precast Concrete Drain, Perforated Underdrain, Culvert, Storm Sewer, and
- 5 Sanitary Sewer Pipe
- 6 • Precast Concrete Three Sided Structures
- 7 • Precast Concrete Junction Boxes, Pull Boxes, Cable Vaults, Utility Vaults, and Box
- 8 Culverts
- 9 • Precast Concrete Traffic Barrier
- 10 • Precast Concrete Marine Pier Deck Panels
- 11 • Precast Concrete Floor Panels
- 12 • Precast Concrete Structural Earth Walls, Noise Barrier Walls, and Wall Stem
- 13 Panels
- 14 • Precast Concrete Retaining Walls, including Lagging Panels
- 15 • Prestressed Concrete Girders and Precast Bridge Components
- 16 • Prestressed Concrete Piles
- 17 • Seismic Retrofit Earthquake Restrainers
- 18 • Soldier Piles
- 19 • Steel Bridges and Steel Bridge Components
- 20 • Steel Column Jackets
- 21 • Structural Steel for Ferry Terminals, including items such as Dolphins, Wingwalls,
- 22 and Transfer Spans
- 23 • Treated Timber and Lumber 6-inch by 6-inch or larger
- 24 • Timber
- 25 • Additional items as may be determined by the Engineer

26
27 The footnote below the table is revised to read:

- 28
- 29 * An inspection day includes any calendar day or portion of a calendar day spent by one
- 30 inspector inspecting, on standby, or traveling to and from a place of fabrication. An
- 31 additional cost per inspection day will be assessed for each additional inspector.
- 32 Reimbursement will be assessed at \$280.00 per day for weekends and holidays for
- 33 each on site inspector in travel status, but not engaged in inspection or travel activities
- 34 when fabrication activities are not taking place.
- 35

36 **Section 1-07, Legal Relations and Responsibilities to the Public**
37 **April 1, 2013**

38 **1-07.1 Laws to be Observed**

39 The following two sentences are inserted after the first sentence in the third paragraph:

40

41 In particular the Contractor's attention is drawn to the requirements of WAC 296.800 which

42 requires employers to provide a safe workplace. More specifically WAC 296.800.11025

43 prohibits alcohol and narcotics from the workplace.

44

45 **1-07.9(2) Posting Notices**

46 This section is revised to read:

47

48 Notices and posters shall be placed in areas readily accessible to read by employees. The

49 Contractor shall ensure the following are posted:

50

1. EEOC - P/E-1 (revised 11/09) - Equal Employment Opportunity is THE LAW published by US Department of Labor. Post for projects with federal-aid funding
2. FHWA-1022 (revised 11/11) - NOTICE Federal-Aid Project published by Federal Highway Administration (FHWA). Post for projects with federal-aid funding
3. WH 1321 (revised 04/09) - Employee Rights under the Davis-Bacon Act published by US Department of Labor. Post for projects with federal-aid funding
4. WHD 1088 (revised 07/09) - Employee Rights under the Fair Labor Standards Act published by US Department of Labor. Post on all projects
5. WHD - 1420 (revised 01/09) - Employee Rights and Responsibilities under The Family and Medical Leave Act published by US Department Of Labor. Post on all projects
6. WHD-1462 (revised 01/12) – Employee Polygraph Protection Act published by US Department of Labor. Post on all projects
7. F416-081-909 (revised 12/12) - Job Safety and Health Law published by Washington State Department of Labor and Industries. Post on all projects
8. F242-191-909 (revised 12/12) - Notice to Employees published by Washington State Department of Labor and Industries. Post on all projects
9. F700-074-909 (revised 12/12) - Your Rights as a Worker in Washington State by Washington State Department of Labor and Industries (L&I). Post on all projects
10. EMS 9874 (revised 04/12) - Unemployment Benefits published by Washington State Employee Security Department. Post on all projects
11. Post one copy of the approved “Statement of Intent to Pay Prevailing Wages” for the Contractor, each Subcontractor, each lower tier subcontractor, and any other firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition of “Contractor” in WAC 296-127-010
12. Post one copy of the prevailing wage rates for the project

1-07.9(5) Required Documents

Item number 2. in the first paragraph is revised to read:

2. A copy of an approved “Affidavit of Prevailing Wages Paid”, State L&I’s form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the Project Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until all of the “Affidavit of Prevailing Wages Paid” forms have been approved by State L&I and a copy of all the approved forms have been submitted to the Engineer.

1-07.14 Responsibility for Damage

The fifth paragraph is revised to read:

1
2 Pursuant to RCW 4.24.115, if such claims, suits, or actions result from the concurrent
3 negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the
4 Contractor or the Contractor's agent or employees, the indemnity provisions provided in the
5 preceding paragraphs of this Section shall be valid and enforceable only to the extent of the
6 Contractor's negligence or the negligence of its agents and employees.
7

8 **1-07.15 Temporary Water Pollution/Erosion Control**

9 The third paragraph is deleted.

10 11 **Section 1-08, Prosecution and Progress** 12 **April 1, 2013**

13 **1-08.1 Subcontracting**

14 In the eighth paragraph, "Contracting Agency" is revised to read "WSDOT".
15

16 **1-08.3(1) General Requirements**

17 The following new paragraph is inserted after the first paragraph:
18

19 Total float belongs to the project and shall not be for the exclusive benefit of any party.
20

21 **1-08.5 Time for Completion**

22 The last paragraph in this section is supplemented with the following:
23

- 24 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all
25 Subcontractors
26

27 **1-08.7 Maintenance During Suspension**

28 The second paragraph is revised to read:
29

30 At no expense to the Contracting Agency, the Contractor shall provide through the
31 construction area safe, smooth, and unobstructed roadways and pedestrian access routes
32 for public use during the suspension (as required in Section 1-07.23 or the Special
33 Provisions.) This may include a temporary road, alternative pedestrian access route or
34 detour.
35

36 **Section 1-09, Measurement and Payment** 37 **April 1, 2013**

38 **1-09.1 Measurement of Quantities**

39 The following new sentence is inserted after the sentence "'Ton':2,000 pounds of avoirdupois
40 weight":
41

42 Items of payment that have "Lump Sum" or "Force Account" in the Bid Item of Work shall
43 have no specific unit of measurement requirement.
44

45 **1-09.2(5) Measurement**

46 The second sentence in the first paragraph is revised to read:
47

1 The frequency of verification checks will be such that at least one test weekly is performed
2 for each scale used in weighing contract items of Work.

3

4 **1-09.6 Force Account**

5 In item No. **3. For Equipment**, the last sentence in the third sub-paragraph is revised to read:

6

7 In the event that prior quotations are not obtained and the vendor is a firm independent
8 from the Contractor or Subcontractor, then after-the-fact quotations may be obtained by the
9 Engineer from the open market in the vicinity and the lowest such quotation may be used in
10 place of submitted invoice.

11

1 **INTRODUCTION TO THE SPECIAL PROVISIONS**

2
3 The work on this project shall be accomplished in accordance Division 1 of the *Standard*
4 *Specifications for Road, Bridge and Municipal Construction*, 2012 edition, as issued by the
5 Washington State Department of Transportation (WSDOT) and the American Public Works
6 Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The
7 Standard Specifications, as modified or supplemented by the Amendments to the Standard
8 Specifications and these Special Provisions, all of which are made a part of the Contract
9 Documents, shall govern all of the Work.

10
11 These Special Provisions are made up of both General Special Provisions (GSPs) from various
12 sources, which may have project-specific fill-ins; and project-specific Special Provisions (SP).
13 Each Provision either supplements, modifies, or replaces the comparable Standard Specification,
14 or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or
15 portion of the Standard Specifications is meant to pertain only to that particular portion of the
16 section, and in no way should it be interpreted that the balance of the section does not apply.

17
18 The GSPs are provided under the heading of “General Special Provisions”, and are labeled under
19 the headers of each GSP, with the date of the GSP and its source, as follows:

- 20
21 *(May 18, 2007 APWA GSP)*
22 *(August 7, 2006 WSDOT GSP)*

23
24 The project-specific Special Provisions are provided under the heading of “Special Provisions”
25 and each have the date of the SP and its source as follows:

- 26 *(October 2012 City of Oak Harbor)*
27

28 Also incorporated into the Contract Documents by reference are:

- 29 • *Division 1 of Standard Plans for Road, Bridge and Municipal Construction,*
30 *WSDOT/APWA, current edition*

31
32 Contractor shall obtain copies of these publications, at Contractor’s own expense.

1 **GENERAL SPECIAL PROVISIONS**

2
3 **DIVISION 1 – GENERAL REQUIREMENTS**

4
5 **1-01.3 Definitions**

6 *(March 13, 2012 APWA GSP)*

7
8 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them
9 with the following:

10
11 **Dates**

12 ***Bid Opening Date***

13 The date on which the Contracting Agency publicly opens and reads the Bids.

14 ***Award Date***

15 The date of the formal decision of the Contracting Agency to accept the lowest
16 responsible and responsive Bidder for the Work.

17 ***Contract Execution Date***

18 The date the Contracting Agency officially binds the Agency to the Contract.

19 ***Notice to Proceed Date***

20 The date stated in the Notice to Proceed on which the Contract time begins.

21 ***Substantial Completion Date***

22 The day the Engineer determines the Contracting Agency has full and unrestricted use
23 and benefit of the facilities, both from the operational and safety standpoint, any
24 remaining traffic disruptions will be rare and brief, and only minor incidental work,
25 replacement of temporary substitute facilities, plant establishment periods, or correction
26 or repair remains for the Physical Completion of the total Contract.

27 ***Physical Completion Date***

28 The day all of the Work is physically completed on the project. All documentation
29 required by the Contract and required by law does not necessarily need to be furnished by
30 the Contractor by this date.

31 ***Completion Date***

32 The day all the Work specified in the Contract is completed and all the obligations of the
33 Contractor under the contract are fulfilled by the Contractor. All documentation required
34 by the Contract and required by law must be furnished by the Contractor before
35 establishment of this date.

36 ***Final Acceptance Date***

37 The date on which the Contracting Agency accepts the Work as complete.

38
39 Supplement this Section with the following:

40
41 All references in the Standard Specifications, Amendments, or WSDOT General Special
42 Provisions, to the terms “State”, “Department of Transportation”, “Washington State
43 Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”,
44 “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.
45

1 All references to “State Materials Laboratory” shall be revised to read “Contracting Agency
2 designated location”.

3
4 All references to “final contract voucher certification” shall be interpreted to mean the final
5 payment form established by the Contracting Agency.
6

7 The venue of all causes of action arising from the advertisement, award, execution, and
8 performance of the contract shall be in the Superior Court of the County where the
9 Contracting Agency’s headquarters are located.
10

11 **Additive**

12 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
13 which may, at the discretion of the Contracting Agency, be awarded in addition to the base
14 bid.
15

16 **Alternate**

17 One of two or more units of work or groups of bid items, identified separately in the Bid
18 Proposal, from which the Contracting Agency may make a choice between different methods
19 or material of construction for performing the same work.
20

21 **Business Day**

22 A business day is any day from Monday through Friday except holidays as listed in Section
23 1-08.5.
24

25 **Contract Documents**

26 See definition for “Contract”.
27

28 **Contract Time**

29 The period of time established by the terms and conditions of the Contract within which the
30 Work must be physically completed.
31

32 **Notice of Award**

33 The written notice from the Contracting Agency to the successful Bidder signifying the
34 Contracting Agency’s acceptance of the Bid Proposal.
35

36 **Notice to Proceed**

37 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
38 and directing the Contractor to proceed with the Work and establishing the date on which the
39 Contract time begins.
40

41 **Traffic**

42 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
43 equestrian traffic.
44

1 **1-02 BID PROCEDURES AND CONDITIONS**

2
3 **1-02.1 Prequalification of Bidders**

4
5 Delete this Section and replace it with the following:

6
7 **1-02.1 Qualifications of Bidder**
8 *(January 24, 2011 APWA GSP)*

9
10 Before award of a public works contract, a bidder must meet at least the minimum
11 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be
12 awarded a public works project.

13
14 **1-02.2 Plans and Specifications**
15 *(June 27, 2011 APWA GSP)*

16
17 Delete this section and replace it with the following:

18
19 Information as to where Bid Documents can be obtained or reviewed can be found in the Call
20 for Bids (Advertisement for Bids) for the work.

21
22 After award of the contract, plans and specifications will be issued to the Contractor at no
23 cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	4	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	4	Furnished only upon request.

24
25
26 Additional plans and Contract Provisions may be obtained by the Contractor from the source
27 stated in the Call for Bids, at the Contractor's own expense.

28
29 **1-02.5 Proposal Forms**
30 *(June 27, 2011 APWA GSP)*

31
32 Delete this section and replace it with the following:

33
34 The Proposal Form will identify the project and its location and describe the work. It will
35 also list estimated quantities, units of measurement, the items of work, and the materials to be
36 furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that
37 call for, but are not limited to, unit prices; extensions; summations; the total bid amount;

1 signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda;
2 the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE
3 commitment, if applicable; a State of Washington Contractor's Registration Number; and a
4 Business License Number, if applicable. Bids shall be completed by typing or shall be
5 printed in ink by hand, preferably in black ink. The required certifications are included as
6 part of the Proposal Form.

7
8 The Contracting Agency reserves the right to arrange the proposal forms with alternates and
9 additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all
10 alternates and additives set forth in the Proposal Form unless otherwise specified.

11 12 **1-02.6 Preparation of Proposal**

13 *(June 27, 2011 APWA GSP)*

14 Supplement the second paragraph with the following:

- 15 4. If a minimum bid amount has been established for any item, the unit or lump sum price
16 must equal or exceed the minimum amount stated.
- 17 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed
18 by the signer of the bid.

19 Delete the last paragraph, and replace it with the following:

20 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

21 A bid by a corporation shall be executed in the corporate name, by the president or a vice
22 president (or other corporate officer accompanied by evidence of authority to sign).

23 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A
24 copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE
25 requirements are to be satisfied through such an agreement.

26 A bid by a joint venture shall be executed in the joint venture name and signed by a member
27 of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid
28 Form if any D/W/MBE requirements are to be satisfied through such an agreement.

29 30 **1-02.7 Bid Deposit**

31 *(October 1, 2005 APWA GSP)*

32
33 Supplement this section with the following:

34 Bid bonds shall contain the following:

- 35
36 1. Contracting Agency-assigned number for the project;
37 2. Name of the project;
38 3. The Contracting Agency named as obligee;

- 1 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
2 represents five percent of the maximum bid amount that could be awarded;
- 3 5. Signature of the bidder's officer empowered to sign official statements. The signature of
4 the person authorized to submit the bid should agree with the signature on the bond, and
5 the title of the person must accompany the said signature;
- 6 6. The signature of the surety's officer empowered to sign the bond and the power of
7 attorney.

8
9 If so stated in the Contract Provisions, bidder must use the bond form included in the
10 Contract Provisions.

11 **1-02.13 Irregular Proposals**

12 *(March 13, 2012 APWA GSP)*

13
14
15 Revise item 1 to read:

- 16
17 1. A proposal will be considered irregular and will be rejected if:
 - 18 a. The Bidder is not prequalified when so required;
 - 19 b. The authorized proposal form furnished by the Contracting Agency is not used or
20 is altered;
 - 21 c. The completed proposal form contains any unauthorized additions, deletions,
22 alternate Bids, or conditions;
 - 23 d. The Bidder adds provisions reserving the right to reject or accept the award, or
24 enter into the Contract;
 - 25 e. A price per unit cannot be determined from the Bid Proposal;
 - 26 f. The Proposal form is not properly executed;
 - 27 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable,
28 as required in Section 1-02.6;
 - 29 h. The Bidder fails to submit or properly complete a Disadvantaged Business
30 Enterprise Certification, if applicable, as required in Section 1-02.6;
 - 31 i. The Bidder fails to submit written confirmation from each DBE firm listed on the
32 Bidder's completed DBE Utilization Certification that they are in agreement with
33 the bidders DBE participation commitment, if applicable, as required in Section
34 1-02.6, or if the written confirmation that is submitted fails to meet the
35 requirements of the Special Provisions;
 - 36 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
37 as required in Section 1-02.6, or if the documentation that is submitted fails to
38 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - 39 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the
40 material terms of the Bid invitation; or
 - 41 l. More than one proposal is submitted for the same project from a Bidder under the
42 same or different names.

43 **1-02.14 Disqualification of Bidders**

44 *(March 25, 2009 APWA GSP, Option A; may not be used on FHWA-funded projects)*

45
46
47 Delete this Section and replace it with the following:

1
2 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
3 responsibility criteria in RCW 39.04.350(1), as amended.
4

5 As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two
6 lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal
7 deadline, documentation (sufficient in the sole judgment of the Contracting Agency)
8 demonstrating compliance with all responsibility criteria. The Contracting Agency reserves
9 the right to request such documentation from other Bidders as well, and to request further
10 documentation as needed to assess bidder responsibility.
11

12 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
13 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify
14 the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this
15 determination, it may appeal the determination within 24 hours of receipt of the Contracting
16 Agency's determination by presenting its appeal to the Contracting Agency. The Contracting
17 Agency will consider the appeal before issuing its final determination. If the final
18 determination affirms that the Bidder is not responsible, the Contracting Agency will not
19 execute a contract with any other Bidder until at least two business days after the Bidder
20 determined to be not responsible has received the final determination.
21

22 **1-02.15 Pre Award Information**

23 *(October 1, 2005 APWA GSP)*
24

25 Revise this section to read:
26

27 Before awarding any contract, the Contracting Agency may require one or more of these
28 items or actions of the apparent lowest responsible bidder:

- 29 1. A complete statement of the origin, composition, and manufacture of any or all materials
30 to be used,
- 31 2. Samples of these materials for quality and fitness tests,
- 32 3. A progress schedule (in a form the Contracting Agency requires) showing the order of
33 and time required for the various phases of the work,
- 34 4. A breakdown of costs assigned to any bid item,
- 35 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 36 6. Obtain, and furnish a copy of, a business license to do business in the city or county
37 where the work is located.
- 38 7. A copy of State of Washington Contractor's Registration, or
39 8. Any other information or action taken that is deemed necessary to ensure that the bidder
40 is the lowest responsible bidder.
41
42

1 **1-03.1 Consideration of Bids**

2 *(January 23, 2006 APWA GSP)*

3
4 Revise the first paragraph to read:

5
6 After opening and reading proposals, the Contracting Agency will check them for correctness
7 of extensions of the prices per unit and the total price. If a discrepancy exists between the
8 price per unit and the extended amount of any bid item, the price per unit will control. If a
9 minimum bid amount has been established for any item and the bidder's unit or lump sum
10 price is less than the minimum specified amount, the Contracting Agency will unilaterally
11 revise the unit or lump sum price, to the minimum specified amount and recalculate the
12 extension. The total of extensions, corrected where necessary, including sales taxes where
13 applicable and such additives and/or alternates as selected by the Contracting Agency, will be
14 used by the Contracting Agency for award purposes and to fix the Awarded Contract Price
15 amount and the amount of the contract bond.

16
17 **1-03.3 Execution of Contract**

18 *(October 1, 2005 APWA GSP)*

19
20 Revise this section to read:

21
22 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available
23 for signature by the successful bidder on the first business day following award. The number
24 of copies to be executed by the Contractor will be determined by the Contracting Agency.

25
26 Within 10 calendar days after the award date, the successful bidder shall return the signed
27 Contracting Agency-prepared contract, an insurance certification as required by Section 1-
28 07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the
29 contract by the Contracting Agency, the successful bidder shall provide any pre-award
30 information the Contracting Agency may require under Section 1-02.15.

31
32 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
33 Agency nor shall any work begin within the project limits or within Contracting Agency-
34 furnished sites. The Contractor shall bear all risks for any work begun outside such areas and
35 for any materials ordered before the contract is executed by the Contracting Agency.

36
37 If the bidder experiences circumstances beyond their control that prevents return of the
38 contract documents within 10 calendar days after the award date stated above, the
39 Contracting Agency may grant up to a maximum of 2 additional calendar days for return of
40 the documents, provided the Contracting Agency deems the circumstances warrant it.

41
42 **1-03.4 Contract Bond**

43 *(October 1, 2005 APWA GSP)*

44
45 Revise the first paragraph to read:

1 The successful bidder shall provide an executed contract bond for the full contract amount.
2 This contract bond shall:

- 3 1. Be on a Contracting Agency-furnished form;
- 4 2. Be signed by an approved surety (or sureties) that:
 - 5 a. Is registered with the Washington State Insurance Commissioner, and
 - 6 b. Appears on the current Authorized Insurance List in the State of Washington
- 7 published by the Office of the Insurance Commissioner,
- 8 3. Be conditioned upon the faithful performance of the contract by the Contractor within the
- 9 prescribed time;
- 10 4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency
- 11 against any claim of direct or indirect loss resulting from the failure:
 - 12 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
 - 13 subcontractors of the Contractor) to faithfully perform the contract, or
 - 14 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
 - 15 Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors,
 - 16 materialperson, or any other person who provides supplies or provisions for carrying
 - 17 out the work;
- 18 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
- 19 bond; and
- 20 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
- 21 proprietor or partner). If the Contractor is a corporation, the bond must be signed by the
- 22 president or vice-president, unless accompanied by written proof of the authority of the
- 23 individual signing the bond to bind the corporation (i.e., corporate resolution, power of
- 24 attorney or a letter to such effect by the president or vice-president).

25
26
27 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications,**
28 **and Addenda**

29 *(March 13, 2012 APWA GSP)*
30

31 Revise the second paragraph to read:

32
33 Any inconsistency in the parts of the contract shall be resolved by following this order of
34 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 35 1. Addenda,
 - 36 2. Proposal Form,
 - 37 3. Special Provisions,
 - 38 4. Contract Plans,
 - 39 5. Amendments to the Standard Specifications,
 - 40 6. Standard Specifications,
 - 41 7. Contracting Agency's Standard Plans or Details (if any), and
 - 42 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
- 43

1 **1-05.7 Removal of Defective and Unauthorized Work**

2 *(October 1, 2005 APWA GSP)*

3
4 Supplement this section with the following:

5
6 If the Contractor fails to remedy defective or unauthorized work within the time specified in
7 a written notice from the Engineer, or fails to perform any part of the work required by the
8 Contract Documents, the Engineer may correct and remedy such work as may be identified
9 in the written notice, with Contracting Agency forces or by such other means as the
10 Contracting Agency may deem necessary.

11
12 If the Contractor fails to comply with a written order to remedy what the Engineer
13 determines to be an emergency situation, the Engineer may have the defective and
14 unauthorized work corrected immediately, have the rejected work removed and replaced, or
15 have work the Contractor refuses to perform completed by using Contracting Agency or
16 other forces. An emergency situation is any situation when, in the opinion of the Engineer, a
17 delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage
18 to the public.

19
20 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
21 remedying defective or unauthorized work, or work the Contractor failed or refused to
22 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
23 monies due, or to become due, the Contractor. Such direct and indirect costs shall include in
24 particular, but without limitation, compensation for additional professional services required,
25 and costs for repair and replacement of work of others destroyed or damaged by correction,
26 removal, or replacement of the Contractor's unauthorized work.

27
28 No adjustment in contract time or compensation will be allowed because of the delay in the
29 performance of the work attributable to the exercise of the Contracting Agency's rights
30 provided by this Section.

31
32 The rights exercised under the provisions of this section shall not diminish the Contracting
33 Agency's right to pursue any other avenue for additional remedy or damages with respect to
34 the Contractor's failure to perform the work as required.

35
36
37 **1-05.11 Final Inspection**

38
39 Delete this section and replace it with the following:

40
41 **1-05.11 Final Inspections and Operational Testing**

42 *(October 1, 2005 APWA GSP)*

43
44 **1-05.11(1) Substantial Completion Date**

45
46 When the Contractor considers the work to be substantially complete, the Contractor shall so
47 notify the Engineer and request the Engineer establish the Substantial Completion Date. The

1 Contractor's request shall list the specific items of work that remain to be completed in order
2 to reach physical completion. The Engineer will schedule an inspection of the work with the
3 Contractor to determine the status of completion. The Engineer may also establish the
4 Substantial Completion Date unilaterally.

5
6 If, after this inspection, the Engineer concurs with the Contractor that the work is
7 substantially complete and ready for its intended use, the Engineer, by written notice to the
8 Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer
9 does not consider the work substantially complete and ready for its intended use, the
10 Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

11
12 Upon receipt of written notice concurring in or denying substantial completion, whichever is
13 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
14 interruption, the work necessary to reach Substantial and Physical Completion. The
15 Contractor shall provide the Engineer with a revised schedule indicating when the Contractor
16 expects to reach substantial and physical completion of the work.

17
18 The above process shall be repeated until the Engineer establishes the Substantial
19 Completion Date and the Contractor considers the work physically complete and ready for
20 final inspection.

21
22 **1-05.11(2) Final Inspection and Physical Completion Date**

23
24 When the Contractor considers the work physically complete and ready for final inspection,
25 the Contractor by written notice, shall request the Engineer to schedule a final inspection.
26 The Engineer will set a date for final inspection. The Engineer and the Contractor will then
27 make a final inspection and the Engineer will notify the Contractor in writing of all
28 particulars in which the final inspection reveals the work incomplete or unacceptable. The
29 Contractor shall immediately take such corrective measures as are necessary to remedy the
30 listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without
31 interruption until physical completion of the listed deficiencies. This process will continue
32 until the Engineer is satisfied the listed deficiencies have been corrected.

33
34 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
35 written notice listing the deficiencies, the Engineer may, upon written notice to the
36 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
37 Section 1-05.7.

38 The Contractor will not be allowed an extension of contract time because of a delay in the
39 performance of the work attributable to the exercise of the Engineer's right hereunder.

40
41 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
42 Contracting Agency, in writing, of the date upon which the work was considered physically
43 complete. That date shall constitute the Physical Completion Date of the contract, but shall
44 not imply acceptance of the work or that all the obligations of the Contractor under the
45 contract have been fulfilled.

1 **1-05.13 Superintendents, Labor and Equipment of Contractor**

2 *(March 25, 2009 APWA GSP)*

3
4 Revise the seventh paragraph to read:

5
6 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to
7 Section 1-02.14, it will take these performance reports into account.

8
9 **1-05.15 Method of Serving Notices**

10 *(March 25, 2009 APWA GSP)*

11 Revise the second paragraph to read:

12
13 All correspondence from the Contractor shall be directed to the Project Engineer. All
14 correspondence from the Contractor constituting any notification, notice of protest, notice of
15 dispute, or other correspondence constituting notification required to be furnished under the
16 Contract, must be in paper format, hand delivered or sent via mail delivery service to the
17 Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies
18 of correspondence will not constitute such notice and will not comply with the requirements
19 of the Contract.

20
21 Add the following new section:

22
23 **1-05.16 Water and Power**

24 *(October 1, 2005 APWA GSP)*

25
26 The Contractor shall make necessary arrangements, and shall bear the costs for power and
27 water necessary for the performance of the work, unless the contract includes power and
28 water as a pay item.

29
30 Add the following new section:

31
32 **1-05.17 Oral Agreements**

33 *(October 1, 2005 AWPA GSP)*

34
35 No oral agreement or conversation with any officer, agent, or employee of the Contracting
36 Agency, either before or after execution of the contract, shall affect or modify any of the
37 terms or obligations contained in any of the documents comprising the contract. Such oral
38 agreement or conversation shall be considered as unofficial information and in no way
39 binding upon the Contracting Agency, unless subsequently put in writing and signed by the
40 Contracting Agency.

41
42
43 **1-06.1(4) Fabrication Inspection Expense**

44 *(June 27, 2011 AWPA GSP)*

1 Delete this section in its entirety.

2
3 **1-07.1 Laws to be Observed**

4 *(October 1, 2005 APWA GSP)*

5
6 Supplement this section with the following:

7
8 In cases of conflict between different safety regulations, the more stringent regulation shall
9 apply.

10
11 The Washington State Department of Labor and Industries shall be the sole and paramount
12 administrative agency responsible for the administration of the provisions of the Washington
13 Industrial Safety and Health Act of 1973 (WISHA).

14
15 The Contractor shall maintain at the project site office, or other well known place at the
16 project site, all articles necessary for providing first aid to the injured. The Contractor shall
17 establish, publish, and make known to all employees, procedures for ensuring immediate
18 removal to a hospital, or doctor's care, persons, including employees, who may have been
19 injured on the project site. Employees should not be permitted to work on the project site
20 before the Contractor has established and made known procedures for removal of injured
21 persons to a hospital or a doctor's care.

22
23 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the
24 Contractor's plant, appliances, and methods, and for any damage or injury resulting from
25 their failure, or improper maintenance, use, or operation. The Contractor shall be solely and
26 completely responsible for the conditions of the project site, including safety for all persons
27 and property in the performance of the work. This requirement shall apply continuously, and
28 not be limited to normal working hours. The required or implied duty of the Engineer to
29 conduct construction review of the Contractor's performance does not, and shall not, be
30 intended to include review and adequacy of the Contractor's safety measures in, on, or near
31 the project site.

32
33
34 **1-07.2 State Taxes**

35
36 Delete this section, including its sub-sections, in its entirety and replace it with the following:

37
38 **1-07.2 State Sales Tax**

39 *(June 27, 2011 APWA GSP)*

40
41 The Washington State Department of Revenue has issued special rules on the State sales tax.
42 Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should
43 contact the Washington State Department of Revenue for answers to questions in this area.
44 The Contracting Agency will not adjust its payment if the Contractor bases a bid on a
45 misunderstood tax liability.
46

1 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
2 amounts. In some cases, however, state retail sales tax will not be included. Section 1-
3 07.2(2) describes this exception.

4
5 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a
6 FHWA-funded Project) only if the Contractor has obtained from the Washington State
7 Department of Revenue a certificate showing that all contract-related taxes have been paid
8 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor
9 any amount the Contractor may owe the Washington State Department of Revenue, whether
10 the amount owed relates to this contract or not. Any amount so deducted will be paid into
11 the proper State fund.

12
13 **1-07.2(1) State Sales Tax — Rule 171**

14
15 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
16 roads, etc., which are owned by a municipal corporation, or political subdivision of the state,
17 or by the United States, and which are used primarily for foot or vehicular traffic. This
18 includes storm or combined sewer systems within and included as a part of the street or road
19 drainage system and power lines when such are part of the roadway lighting system. For
20 work performed in such cases, the Contractor shall include Washington State Retail Sales
21 Taxes in the various unit bid item prices, or other contract amounts, including those that the
22 Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in
23 doing the work.

24
25 **1-07.2(2) State Sales Tax — Rule 170**

26
27 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
28 existing buildings, or other structures, upon real property. This includes, but is not limited to,
29 the construction of streets, roads, highways, etc., owned by the state of Washington; water
30 mains and their appurtenances; sanitary sewers and sewage disposal systems unless such
31 sewers and disposal systems are within, and a part of, a street or road drainage system;
32 telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above
33 streets or roads, unless such power lines become a part of a street or road lighting system;
34 and installing or attaching of any article of tangible personal property in or to real property,
35 whether or not such personal property becomes a part of the realty by virtue of installation.

36
37 For work performed in such cases, the Contractor shall collect from the Contracting Agency,
38 retail sales tax on the full contract price. The Contracting Agency will automatically add this
39 sales tax to each payment to the Contractor. For this reason, the Contractor shall not include
40 the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule
41 170, with the following exception.

42
43 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or
44 a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
45 consumable supplies not integrated into the project. Such sales taxes shall be included in the
46 unit bid item prices or in any other contract amount.

1 **1-07.2(3) Services**

2
3 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract
4 wholly for professional or other services (as defined in Washington State Department of
5 Revenue Rules 138 and 244).

6
7 **1-07.9(5) Required Documents**

8 *(January 24, 2011 APWA GSP)*

9
10 Supplement this section with the following:

11
12 The Contractor or subcontractor directly contracting for “Off-Site, Prefabricated, Non-
13 Standard, Project Specific Items” as defined below shall identify and report information
14 required on the addendum to the “Affidavit of Wages Paid” form filed with the Department
15 of Labor and Industries [form F700-164-000]. The Contractor shall include language in its
16 subcontracts requiring subcontractors and lower-tier subcontractors to comply with the
17 reporting requirements for “Off-Site, Prefabricated, Non-Standard, Project Specific Item” on
18 the Affidavit of Wages Paid form addendum.

19
20 The reporting requirement for Items shall apply for all public works contracts estimated to
21 cost over \$1 million entered into by the Contracting Agency and Contractor between
22 September 1, 2010 through December 31, 2013.

23
24 "Off-site, prefabricated, nonstandard, project specific items" means products or items that
25 are:

- 26 1. Made primarily of architectural or structural precast concrete, fabricated steel, pipe
27 and pipe systems, or sheet metal and sheet metal duct work; and
28 2. Produced specifically for this Project and not considered to be regularly available
29 shelf items; and
30 3. Produced or manufactured by labor expended to assemble or modify standard items;
31 and
32 4. Produced at an off-site location outside the State of Washington.

33
34 The Contractor or subcontractor shall comply with the reporting requirements and
35 instructions on the Affidavit of Wages Paid form, and shall report the following information
36 on the Affidavit of Wages Paid form submitted to the Department of Labor and Industries in
37 order to comply with the reporting requirements for use of “Off-Site, Prefabricated, Non-
38 Standard, Project Specific” items:

- 39 1. The estimated cost of the project;
40 2. The name of the Contracting Agency and the project title;
41 3. The contract value of the off-site, prefabricated, nonstandard, project specific items
42 produced outside of Washington State, including labor and materials; and
43 4. The name, address, and federal employer identification number of the contractor that
44 produced the off-site, prefabricated, nonstandard, project specific items.

1 The Contracting Agency may direct the Contractor, at no additional cost to the
2 Contracting Agency, to remove and substitute any subcontractor(s) found to be out
3 of compliance with the “Off-Site Prefabricated Non-Standard Project Specific
4 Items” reporting requirements more than one time as determined by the Department
5 of Labor and Industries.
6

7 **1-07.18 Public Liability and Property Damage Insurance**

8
9 Delete this section in its entirety, and replace it with the following:
10

11 **1-07.18 Insurance**

12 *(January 24, 2011 APWA GSP)*
13

14 **1-07.18(1) General Requirements**

- 15 A. The Contractor shall obtain the insurance described in this section from insurers approved by
16 the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be
17 provided by an insurer with a rating of A-: VII or higher in the A.M. Best’s Key Rating
18 Guide, which is licensed to do business in the state of Washington (or issued as a surplus line
19 by a Washington Surplus lines broker). The Contracting Agency reserves the right to
20 approve or reject the insurance provided, based on the insurer (including financial condition),
21 terms and coverage, the Certificate of Insurance, and/or endorsements.
22
- 23 B. The Contractor shall keep this insurance in force during the term of the Contract and for
24 thirty (30) days after the Physical Completion date, unless otherwise indicated (see C.
25 below).
26
- 27 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
28 subsequent renewals, shall be no later than the effective date of this Contract. The policy
29 shall state that coverage is claims made, and state the retroactive date. Claims-made form
30 coverage shall be maintained by the Contractor for a minimum of 36 months following the
31 Final Completion or earlier termination of this Contract, and the Contractor shall annually
32 provide the Contracting Agency with proof of renewal. If renewal of the claims made form
33 of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase
34 an extended reporting period (“tail”) or execute another form of guarantee acceptable to the
35 Contracting Agency to assure financial responsibility for liability for services performed.
36
- 37 D. The insurance policies shall contain a “cross liability” provision.
38
- 39 E. The Contractor’s and all subContractors’ insurance coverage shall be primary and non-
40 contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or
41 insurance pool coverage.
42
- 43 F. The Contractor shall provide the Contracting Agency and all Additional Insureds with
44 written notice of any policy cancellation, within two business days of their receipt of such
45 notice.
46

- 1 G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified
2 copy of the insurance policy(s).
3
- 4 H. The Contractor shall not begin work under the Contract until the required insurance has been
5 obtained and approved by the Contracting Agency.
6
- 7 I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
8 material breach of contract, upon which the Contracting Agency may, after giving five
9 business days notice to the Contractor to correct the breach, immediately terminate the
10 Contract or, at its discretion, procure or renew such insurance and pay any and all premiums
11 in connection therewith, with any sums so expended to be repaid to the Contracting Agency
12 on demand, or at the sole discretion of the Contracting Agency, offset against funds due the
13 Contractor from the Contracting Agency.
14
- 15 J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of
16 the contract and no additional payment will be made.
17

18 **1-07.18(2) Additional Insured**

19 All insurance policies, with the exception of Professional Liability and Workers Compensation,
20 shall name the following listed entities as additional insured(s):
21

- 22 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
23 volunteers

24 The above-listed entities shall be additional insured(s) for the full available limits of liability
25 maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of
26 whether such limits maintained by the Contractor are greater than those required by this
27 Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor
28 pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.
29

30 **1-07.18(3) Subcontractors**

31 Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum
32 the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting
33 Agency, the Contractor shall provide evidence of such insurance.
34

35 **1-07.18(4) Evidence of Insurance**

36 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
37 endorsements for each policy of insurance meeting the requirements set forth herein when the
38 Contractor delivers the signed Contract for the work. The certificate and endorsements must
39 conform to the following requirements:

- 40 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 41 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-
42 07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a
43 copy of any blanket additional insured clause from its policies instead of a separate
44 endorsement. A statement of additional insured status on an ACORD Certificate of
45 Insurance shall not satisfy this requirement.

1 3. Any other amendatory endorsements to show the coverage required herein.

2
3 **1-07.18(5) Coverages and Limits**

4 The insurance shall provide the minimum coverages and limits set forth below. Providing
5 coverage in these stated minimum limits shall not be construed to relieve the Contractor from
6 liability in excess of such limits. All deductibles and self-insured retentions must be disclosed
7 and are subject to approval by the Contracting Agency. The cost of any claim payments falling
8 within the deductible shall be the responsibility of the Contractor.

9
10 **1-07.18(5)A Commercial General Liability**

11 A policy of Commercial General Liability Insurance, including:

- 12
13 Per project aggregate
14 Premises/Operations Liability
15 Products/Completed Operations – for a period of one year following final acceptance of the
16 work.
17 Personal/Advertising Injury
18 Contractual Liability
19 Independent Contractors Liability
20 Stop Gap / Employers’ Liability
21 Explosion, Collapse, or Underground Property Damage (XCU)
22 Blasting (only required when the Contractor’s work under this Contract includes exposures to
23 which this specified coverage responds)
24

25 Such policy must provide the following minimum limits:

- 26 \$1,000,000 Each Occurrence
27 \$2,000,000 General Aggregate
28 \$1,000,000 Products & Completed Operations Aggregate
29 \$1,000,000 Personal & Advertising Injury, each offence
30

31 Stop Gap / Employers’ Liability

- 32 \$1,000,000 Each Accident
33 \$1,000,000 Disease - Policy Limit
34 \$1,000,000 Disease - Each Employee
35

36 **1-07.18(5)B Automobile Liability**

37 Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90
38 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such
39 policy(ies) must provide the following minimum limit:

- 40 \$1,000,000 combined single limit
41

42 **1-07.18(5)C Workers’ Compensation**

43 The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial
44 Insurance laws of the state of Washington.

1
2
3 **1-07.18(5)E All Risk Builder’s Risk**

4 *(May 10, 2006 APWA GSP)*
5

6 Contractor shall purchase and maintain Builders Risk insurance covering interests of the
7 Contracting Agency, the Contractor, Subcontractors, and Sub-subcontractors in the work.
8 Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of
9 fire and extended coverage and physical loss or damage including flood, earthquake, theft,
10 vandalism, malicious mischief and collapse. The Builders Risk insurance shall include coverage
11 for temporary buildings, debris removal, and damage to materials in transit or stored off-site.
12 Such insurance shall cover “soft costs” including but not limited to design costs, licensing fees,
13 and architect’s and engineer’s fees. Builders Risk insurance shall be written in the amount of the
14 completed value of the project, with no coinsurance provisions.
15

16 The Builders Risk insurance covering the work shall have a deductible of \$5,000 for each
17 occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood,
18 earthquake and all other perils may be accepted by the Contracting Agency upon written request
19 by the Contractor and written acceptance by the Contracting Agency. Any increased deductibles
20 accepted by the Contracting Agency will remain the responsibility of the Contractor.
21

22 The Builders Risk insurance shall be maintained until final acceptance of the work by the
23 Contracting Agency.
24

25 The Contractor and the Contracting Agency waive all rights against each other any of their
26 Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages
27 caused by fire or other perils to the extent covered by Builders Risk insurance or other property
28 insurance applicable to the work. The policies shall provide such waivers by endorsement or
29 otherwise.
30

31
32 **1-07.24 Rights of Way**

33 *(October 1, 2005 APWA GSP)*
34

35 Delete this section in its entirety, and replace it with the following:
36

37 Street right of way lines, limits of easements, and limits of construction permits are indicated
38 in the Plans. The Contractor’s construction activities shall be confined within these limits,
39 unless arrangements for use of private property are made.
40

41 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way
42 and easements, both permanent and temporary, necessary for carrying out the work.
43 Exceptions to this are noted in the Bid Documents or will be brought to the Contractor’s
44 attention by a duly issued Addendum.
45

46 Whenever any of the work is accomplished on or through property other than public right of
47 way, the Contractor shall meet and fulfill all covenants and stipulations of any easement

1 agreement obtained by the Contracting Agency from the owner of the private property.
2 Copies of the easement agreements may be included in the Contract Provisions or made
3 available to the Contractor as soon as practical after they have been obtained by the Engineer.
4

5 Whenever easements or rights of entry have not been acquired prior to advertising, these
6 areas are so noted in the Plans. The Contractor shall not proceed with any portion of the
7 work in areas where right of way, easements or rights of entry have not been acquired until
8 the Engineer certifies to the Contractor that the right of way or easement is available or that
9 the right of entry has been received. If the Contractor is delayed due to acts of omission on
10 the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the
11 Contractor will be entitled to an extension of time. The Contractor agrees that such delay
12 shall not be a breach of contract.
13

14 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This
15 includes entry onto easements and private property where private improvements must be
16 adjusted.
17

18 The Contractor shall be responsible for providing, without expense or liability to the
19 Contracting Agency, any additional land and access thereto that the Contractor may desire
20 for temporary construction facilities, storage of materials, or other Contractor needs.
21 However, before using any private property, whether adjoining the work or not, the
22 Contractor shall file with the Engineer a written permission of the private property owner,
23 and, upon vacating the premises, a written release from the property owner of each property
24 disturbed or otherwise interfered with by reasons of construction pursued under this contract.
25 The statement shall be signed by the private property owner, or proper authority acting for
26 the owner of the private property affected, stating that permission has been granted to use the
27 property and all necessary permits have been obtained or, in the case of a release, that the
28 restoration of the property has been satisfactorily accomplished. The statement shall include
29 the parcel number, address, and date of signature. Written releases must be filed with the
30 Engineer before the Completion Date will be established.
31
32

33 **1-08 Prosecution and Progress**

34

35 Add the following new section:
36

37 **1-08.0 Preliminary Matters** 38 (May 25, 2006 APWA GSP) 39

40 Add the following new section:
41

42 **1-08.0(1) Preconstruction Conference** 43 (*October 10, 2008 APWA GSP*) 44

45 Prior to the Contractor beginning the work, a preconstruction conference will be held
46 between the Contractor, the Engineer and such other interested parties as may be invited.
47 The purpose of the preconstruction conference will be:

- 1 1. To review the initial progress schedule;
- 2 2. To establish a working understanding among the various parties associated or affected by
- 3 the work;
- 4 3. To establish and review procedures for progress payment, notifications, approvals,
- 5 submittals, etc.;
- 6 4. To establish normal working hours for the work;
- 7 5. To review safety standards and traffic control; and
- 8 6. To discuss such other related items as may be pertinent to the work.

9
10 The Contractor shall prepare and submit at the preconstruction conference the following:

- 11 1. A breakdown of all lump sum items;
- 12 2. A preliminary schedule of working drawing submittals; and
- 13 3. A list of material sources for approval if applicable.

14
15 Add the following new section:

16
17 **1-08.0(2) Hours of Work**
18 *(June 27, 2011 APWA GSP)*

19
20 Except in the case of emergency or unless otherwise approved by the Contracting Agency,
21 the normal straight time working hours for the Contract shall be any consecutive 8-hour
22 period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch
23 break and a 5-day work week. The normal straight time 8-hour working period for the
24 Contract shall be established at the preconstruction conference or prior to the Contractor
25 commencing the work.

26
27 Written permission from the Engineer is required, if a Contractor desires to perform work on
28 holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer
29 than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for
30 such permission, no later than noon on the working day prior to the day for which the
31 Contractor is requesting permission to work.

32
33 Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and
34 between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject
35 to noise control requirements. Approval to continue work during these hours may be
36 revoked at any time the Contractor exceeds the Contracting Agency's noise control
37 regulations or complaints are received from the public or adjoining property owners
38 regarding the noise from the Contractor's operations. The Contractor shall have no claim for
39 damages or delays should such permission be revoked for these reasons.

40
41 Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal
42 straight time working hours Monday through Friday may be given subject to certain other
43 conditions set forth by the Contracting Agency or Engineer. These conditions may include
44 but are not limited to:

- 45 • The Engineer may require designated representatives to be present during the work.
- 46 Representatives who may be deemed necessary by the Engineer include, but are not

1 limited to: survey crews; personnel from the Contracting Agency’s material testing
2 lab; inspectors; and other Contracting Agency employees when in the opinion of the
3 Engineer, such work necessitates their presence.

- 4 • On non-Federal aid projects, requiring the Contractor to reimburse the Contracting
5 Agency for the costs in excess of straight-time costs for Contracting Agency
6 representatives who worked during such times.
- 7 • Considering the work performed on Saturdays, Sundays, and holidays as working
8 days with regard to the contract time.
- 9 • Considering multiple work shifts as multiple working days with respect to contract
10 time, even though the multiple shifts occur in a single 24-hour period.

11
12 Add the following new section:

13
14 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**
15 *(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)*

16
17 Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-
18 hour work shift on a regular working day, as defined in the Standard Specifications, such
19 work shall be considered as overtime work. On all such overtime work an inspector will be
20 present, and a survey crew may be required at the discretion of the Engineer. In such case,
21 the Contracting Agency may deduct from amounts due or to become due to the Contractor
22 for the costs in excess of the straight-time costs for employees of the Contracting Agency
23 required to work overtime hours.

24
25 The Contractor by these specifications does hereby authorize the Engineer to deduct such
26 costs from the amount due or to become due to the Contractor.

27
28 **1-08.3(2)A Type A Progress Schedule**
29 *(March 13, 2012 APWA GSP)*

30
31 Revise this section to read:

32
33 The Contractor shall submit five copies of a Type A Progress Schedule no later than at the
34 preconstruction conference, or some other mutually agreed upon submittal time. The
35 schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule
36 format. Regardless of which format used, the schedule shall identify the critical path. The
37 Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for
38 corrections within 15 calendar days of receiving the submittal.

39
40 **1-08.4 Prosecution of Work**

41
42 Delete this section in its entirety, and replace it with the following:
43

1 **1-08.4 Notice to Proceed and Prosecution of Work**

2 *(June 27, 2011 APWA GSP)*

3
4 Notice to Proceed will be given after the Contract has been executed and the contract bond
5 and evidence of insurance have been approved and filed by the Contracting Agency. The
6 Contractor shall not commence with the work until the Notice to Proceed has been given by
7 the Engineer. The Contractor shall commence construction activities on the project site
8 within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The
9 Contractor shall diligently pursue the work to the physical completion date within the time
10 specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor
11 shall not relieve the Contractor of the responsibility to complete the work within the time(s)
12 specified in the Contract.

13
14 **1-08.5 Time for Completion**

15 *(June 28, 2007 APWA GSP, Option A)*

16
17 Revise the third and fourth paragraphs to read:

18
19 Contract time shall begin on the first working day following the Notice to Proceed Date.

20
21 Each working day shall be charged to the contract as it occurs, until the contract work is
22 physically complete. If substantial completion has been granted and all the authorized
23 working days have been used, charging of working days will cease. Each week the Engineer
24 will provide the Contractor a statement that shows the number of working days: (1) charged
25 to the contract the week before; (2) specified for the physical completion of the contract; and
26 (3) remaining for the physical completion of the contract. The statement will also show the
27 nonworking days and any partial or whole day the Engineer declares as unworkable. Within
28 10 calendar days after the date of each statement, the Contractor shall file a written protest of
29 any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in
30 sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed.
31 By not filing such detailed protest in that period, the Contractor shall be deemed as having
32 accepted the statement as correct. If the Contractor elects to work 10 hours a day and 4 days
33 a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would
34 ordinarily be charged as a working day then the fifth day of that week will be charged as a
35 working day whether or not the Contractor works on that day.

36
37 Revise the sixth paragraph to read:

38
39 The Engineer will give the Contractor written notice of the completion date of the contract
40 after all the Contractor's obligations under the contract have been performed by the
41 Contractor. The following events must occur before the Completion Date can be established:

- 42 1. The physical work on the project must be complete; and
- 43 2. The Contractor must furnish all documentation required by the contract and required by
- 44 law, to allow the Contracting Agency to process final acceptance of the contract. The
- 45 following documents must be received by the Project Engineer prior to establishing a
- 46 completion date:

- 1 a. Certified Payrolls (Federal-aid Projects)
- 2 b. Material Acceptance Certification Documents
- 3 c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of
- 4 Amounts Credited as DBE Participation, as required by the Contract Provisions.
- 5 d. Final Contract Voucher Certification
- 6 e. Property owner releases per Section 1-07.24

7

8 **1-08.9 Liquidated Damages**

9 *(March 13, 2012 APWA GSP)*

10

11 Revise the fourth paragraph to read:

12

13 When the Contract Work has progressed to Substantial Completion as defined in the

14 Contract. The Engineer may determine that the work is Substantially Complete. The

15 Engineer will notify the Contractor in writing of the Substantial Completion Date. For

16 overruns in Contract time occurring after the date so established, the formula for liquidated

17 damages shown above will not apply. For overruns in Contract time occurring after the

18 Substantial Completion Date, liquidated damages shall be assessed on the basis of direct

19 engineering and related costs assignable to the project until the actual Physical Completion

20 Date of all the Contract Work. The Contractor shall complete the remaining Work as

21 promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a

22 written schedule for completing the physical Work on the Contract.

23

24 **1-09.9 Payments**

25 *(March 13, 2012 APWA GSP)*

26

27 Supplement this section with the following:

28

29 Lump sum item breakdowns are not required when the bid price for the lump sum item is less

30 than \$20,000.

31

32 **1-09.9 Payments**

33 *(March 13, 2012 APWA GSP)*

34

35 Delete the first four paragraphs and replace them with the following:

36

37 The basis of payment will be the actual quantities of Work performed according to the

38 Contract and as specified for payment.

39

40 The Contractor shall submit a breakdown of the cost of lump sum bid items at the

41 Preconstruction Conference, to enable the Project Engineer to determine the Work performed

42 on a monthly basis. A breakdown is not required for lump sum items that include a basis for

43 incremental payments as part of the respective Specification. Absent a lump sum

44 breakdown, the Project Engineer will make a determination based on information available.

45 The Project Engineer's determination of the cost of work shall be final.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor’s lump sum breakdown for that item, or absent such a breakdown, based on the Engineer’s determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.13(3) Claims \$250,000 or Less
(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1 **1-09.13(3)A Administration of Arbitration**
2 *(October 1, 2005 APWA GSP)*

3

4 Revise the third paragraph to read:

5

6 The Contracting Agency and the Contractor mutually agree to be bound by the decision of
7 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the
8 Superior Court of the county in which the Contracting Agency's headquarters are located.
9 The decision of the arbitrator and the specific basis for the decision shall be in writing. The
10 arbitrator shall use the contract as a basis for decisions.

Bellingham
Marine
Industries, Inc.

5500 Nordic Way
Ferndale, WA98248

(360) 380-2142
FAX (360) 384-8134



July 10, 2013

Chris Sublet
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

RE: Marine Damage Repair Proposal

Dear Mr. Sublet:

Thank you for the opportunity to present the additional information requested to supplement our Marina Damage Repair Proposal that was submitted on May 20, 2013.

All work performed onsite will be paid per WA prevailing wage rates.

Please reference Exhibit A below for Scope of Work as it relates to this repair.

EXHIBIT A

Scope of Work:

1. Repair the Oak Harbor Marina timber wave fence and finger connection frame.
 - a. Repair will require the additional use of a diver during removal and replacement of the wave fence boards and steel channel.
 - b. Supply and install the finger portion of the connection hinge on the finger float only.
 - c. Re-hook the finger float after repair.
 - d. Re-use of the steel channel under and above the waterline as it is in adequate condition.
 - e. Vertical fence boards and wood cap pieces will be supplied by the City of Oak Harbor. The material is original and left over from the last wave fence rehabilitation.
 - f. BMI will supply new thru-rods and finger frame and galvanized hardware.
 - g. All work consistent with The "Oak Harbor Marine Damage Inspection Report" sent to for the City of Oak Harbor May 20, 2013.

Pricing:

The pricing on our May 20, 2013 proposal was lump sum.

Price: Thirteen Thousand Nine Hundred Fifty Dollars (\$13,950.00)

Tax: WA sales tax (8.7%)

One Thousand Two Hundred Thirteen Dollars sixty five cents (\$1,213.65)

Total Price \$15,163.65

Fifteen Thousand One Hundred Sixty Three Dollars Sixty Five cents.

All provisions contained in original proposal dated May 20, 2013 are in effect.

Sincerely,

Derrick Ames

Derrick Ames
Project Manager
360 -543-5800

Oak Harbor Marina Damage Inspection Report



OVERVIEW:

The Wave Attenuator floating dock area of the Oak Harbor Marina was constructed in 1987 by Bellingham Marine with a major wave attenuation fence-only rehabilitation performed by Bellingham Marine in 2000. This Inspection and associated report are per the Professional Services Agreement executed in April of 2013 upon request of the City of Oak Harbor in regards to a vessel impact/accident that occurred. Bellingham Marine was not witness to that accident.

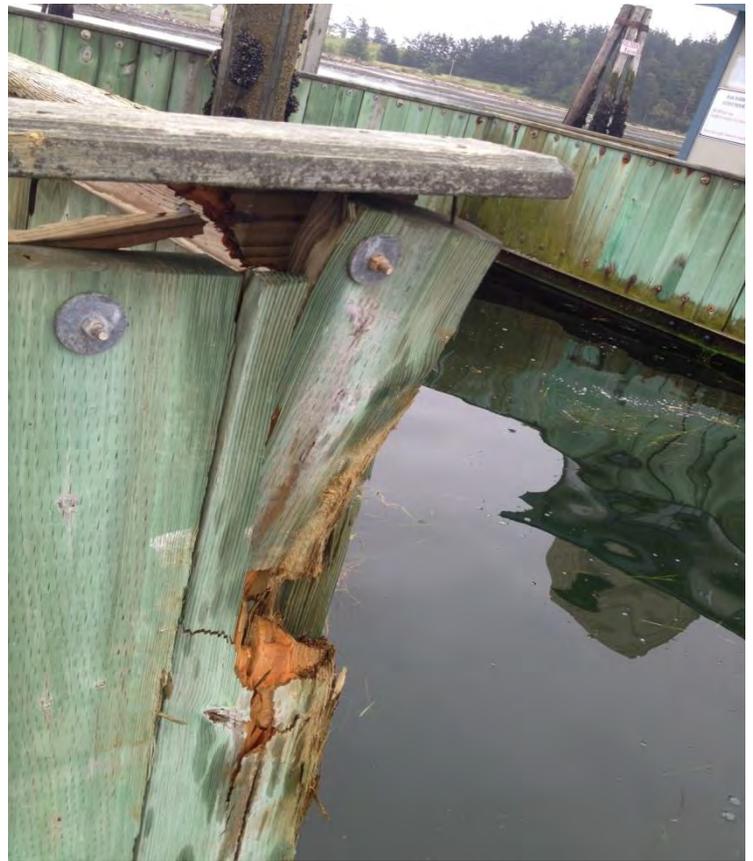
This inspection was performed on May 8, 2013 by both Derrick Ames, project manager for Bellingham Marine and Joost Zeegers, sub-contracted dive inspector/professional engineer. The assessment involved both observations from above and below the waterline.

FINDINGS:

The isolated area of inspection was the southernmost wave fence bay. There was localized damage observed on the two inside corners of the bay on the outside fence panels. These locations are identified on the cover picture. Each corners had damage to the vertical 3"x10" fence boards and the associated 2"x6" cap boards. The damage occurred at this location above the waterline only.

Below the waterline all parts and pieces observed were structurally sound and indicated no trauma. This included the lumber, steel parts, and galvanized hardware.

Replacement and repair of the boards will require the assistance of a diver because the boards extend 4'-5' underwater and attached via steel channel bolted below the waterline.



Further damage was observed directly across from the wave attenuation fence localized to the finger float to main walkway connection point. The finger floats are connected to the walkway via a two piece steel hinge bracket. Damage was observed on the finger section of the bracket only resulting in the finger float section being broken away from the walkway, floating freely in a non-safe manner for use.



At the time of underwater inspection it appeared that all damage observed was above the waterline.

Broken hinge: the finger hinge “wings” are shown above while the “wing” span was broken off the wings and still attached below



Summary: Upon observation, there was no damage observed to the concrete floatation modules, pile retainers, or structural floatation connections.

The main walkway and associated wave fence is safe at this time for use by the public.

It would be our recommendation that the finger float be removed and/or isolated entirely from the public access due to the unstable nature of the broken connection.

Appendix A

Prevailing Wage Rates

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 7/22/2013

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	Holiday	Overtime	Note
Island	Asbestos Abatement Workers	Journey Level	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Boilermakers	Journey Level	\$28.04		<u>1</u>	
Island	Brick Mason	Brick And Block Finisher	\$42.21	<u>5A</u>	<u>1M</u>	
Island	Brick Mason	Journey Level	\$49.07	<u>5A</u>	<u>1M</u>	
Island	Brick Mason	Pointer-Caulker-Cleaner	\$49.07	<u>5A</u>	<u>1M</u>	
Island	Building Service Employees	Janitor	\$9.19		<u>1</u>	
Island	Building Service Employees	Shampooer	\$9.19		<u>1</u>	
Island	Building Service Employees	Waxer	\$9.19		<u>1</u>	
Island	Building Service Employees	Window Cleaner	\$9.19		<u>1</u>	
Island	Cabinet Makers (In Shop)	Journey Level	\$24.63		<u>1</u>	
Island	Carpenters	Acoustical Worker	\$49.57	<u>5D</u>	<u>1M</u>	
Island	Carpenters	Bridge, Dock And Wharf Carpenters	\$49.57	<u>5D</u>	<u>1M</u>	
Island	Carpenters	Carpenter	\$49.57	<u>5D</u>	<u>1M</u>	
Island	Carpenters	Carpenters on Stationary Tools	\$49.70	<u>5D</u>	<u>1M</u>	
Island	Carpenters	Creosoted Material	\$49.67	<u>5D</u>	<u>1M</u>	
Island	Carpenters	Floor Finisher	\$49.57	<u>5D</u>	<u>1M</u>	
Island	Carpenters	Floor Layer	\$49.57	<u>5D</u>	<u>1M</u>	
Island	Carpenters	Scaffold Erector	\$49.57	<u>5D</u>	<u>1M</u>	
Island	Cement Masons	Journey Level	\$50.13	<u>7A</u>	<u>1M</u>	
Island	Divers & Tenders	Diver	\$100.28	<u>5D</u>	<u>1M</u>	<u>8A</u>
Island	Divers & Tenders	Diver On Standby	\$56.68	<u>5D</u>	<u>1M</u>	
Island	Divers & Tenders	Diver Tender	\$52.23	<u>5D</u>	<u>1M</u>	
Island	Divers & Tenders	Surface Rcv & Rov Operator	\$52.23	<u>5D</u>	<u>1M</u>	

Island	Divers & Tenders	Surface Rcv & Rov Operator Tender	\$48.67	<u>5A</u>	<u>1B</u>	
Island	Dredge Workers	Assistant Engineer	\$51.07	<u>5D</u>	<u>3G</u>	
Island	Dredge Workers	Assistant Mate(deckhand)	\$50.56	<u>5D</u>	<u>3G</u>	
Island	Dredge Workers	Boatmen	\$51.07	<u>5D</u>	<u>3G</u>	
Island	Dredge Workers	Engineer Welder	\$51.12	<u>5D</u>	<u>3G</u>	
Island	Dredge Workers	Leverman, Hydraulic	\$52.69	<u>5D</u>	<u>3G</u>	
Island	Dredge Workers	Maintenance	\$50.81	<u>5D</u>	<u>3G</u>	
Island	Dredge Workers	Mates	\$51.07	<u>5D</u>	<u>3G</u>	
Island	Dredge Workers	Oiler	\$50.69	<u>5D</u>	<u>3G</u>	
Island	Drywall Applicator	Journey Level	\$49.74	<u>5D</u>	<u>1H</u>	
Island	Drywall Tapers	Journey Level	\$49.79	<u>5P</u>	<u>1E</u>	
Island	Electrical Fixture Maintenance Workers	Journey Level	\$13.82		<u>1</u>	
Island	Electricians - Inside	Journey Level	\$50.01		<u>1</u>	
Island	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>	
Island	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>	
Island	Electricians - Powerline Construction	Cable Splicer	\$64.95	<u>5A</u>	<u>4A</u>	
Island	Electricians - Powerline Construction	Certified Line Welder	\$59.37	<u>5A</u>	<u>4A</u>	
Island	Electricians - Powerline Construction	Groundperson	\$42.16	<u>5A</u>	<u>4A</u>	
Island	Electricians - Powerline Construction	Head Groundperson	\$44.50	<u>5A</u>	<u>4A</u>	
Island	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$59.37	<u>5A</u>	<u>4A</u>	
Island	Electricians - Powerline Construction	Jackhammer Operator	\$44.50	<u>5A</u>	<u>4A</u>	
Island	Electricians - Powerline Construction	Journey Level Lineperson	\$59.37	<u>5A</u>	<u>4A</u>	
Island	Electricians - Powerline Construction	Line Equipment Operator	\$49.95	<u>5A</u>	<u>4A</u>	
Island	Electricians - Powerline Construction	Pole Sprayer	\$59.37	<u>5A</u>	<u>4A</u>	
Island	Electricians - Powerline Construction	Powderperson	\$44.50	<u>5A</u>	<u>4A</u>	
Island	Electronic Technicians	Journey Level	\$44.78	<u>7E</u>	<u>1D</u>	
Island	Elevator Constructors	Mechanic	\$77.70	<u>7D</u>	<u>4A</u>	
Island	Elevator Constructors	Mechanic In Charge	\$84.24	<u>7D</u>	<u>4A</u>	
Island	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>	

Island	Fence Erectors	Fence Erector	\$13.80		1	
Island	Fence Erectors	Fence Laborer	\$11.60		1	
Island	Flaggers	Journey Level	\$34.61	<u>7A</u>	<u>2Y</u>	
Island	Glaziers	Journey Level	\$52.76	<u>7L</u>	<u>1Y</u>	
Island	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$56.93	<u>5J</u>	<u>1S</u>	
Island	Heating Equipment Mechanics	Journey Level	\$41.36		1	
Island	Hod Carriers & Mason Tenders	Journey Level	\$42.11	<u>7A</u>	<u>2Y</u>	
Island	Industrial Power Vacuum Cleaner	Journey Level	\$9.24		1	
Island	Inland Boatmen	Boat Operator	\$52.32	<u>5B</u>	<u>1K</u>	
Island	Inland Boatmen	Cook	\$48.89	<u>5B</u>	<u>1K</u>	
Island	Inland Boatmen	Deckhand	\$48.96	<u>5B</u>	<u>1K</u>	
Island	Inland Boatmen	Deckhand Engineer	\$49.95	<u>5B</u>	<u>1K</u>	
Island	Inland Boatmen	Launch Operator	\$51.16	<u>5B</u>	<u>1K</u>	
Island	Inland Boatmen	Mate	\$51.16	<u>5B</u>	<u>1K</u>	
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$9.73		1	
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		1	
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		1	
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$9.19		1	
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$10.53		1	
Island	Insulation Applicators	Journey Level	\$49.57	<u>5D</u>	<u>1M</u>	
Island	Ironworkers	Journeyman	\$59.02	<u>7N</u>	<u>1O</u>	
Island	Laborers	Air, Gas Or Electric Vibrating Screed	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Airtrac Drill Operator	\$42.11	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Ballast Regular Machine	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Batch Weighman	\$34.61	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Brick Pavers	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Brush Cutter	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Brush Hog Feeder	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Burner	\$40.83	<u>7A</u>	<u>2Y</u>	

Island	Laborers	Caisson Worker	\$42.11	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Carpenter Tender	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Caulker	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Cement Dumper-paving	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Cement Finisher Tender	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Change House Or Dry Shack	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Chipping Gun (under 30 Lbs.)	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Chipping Gun(30 Lbs. And Over)	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Choker Setter	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Chuck Tender	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Clary Power Spreader	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Clean-up Laborer	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Concrete Dumper/chute Operator	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Concrete Form Stripper	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Concrete Placement Crew	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Concrete Saw Operator/core Driller	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Crusher Feeder	\$34.61	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Curing Laborer	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Demolition: Wrecking & Moving (incl. Charred Material)	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Ditch Digger	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Diver	\$42.11	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Drill Operator (hydraulic, diamond)	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Dry Stack Walls	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Dump Person	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Epoxy Technician	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Erosion Control Worker	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Faller & Bucker Chain Saw	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Fine Graders	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Firewatch	\$34.61	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Form Setter	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Gabian Basket Builders	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	General Laborer	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Grade Checker & Transit Person	\$42.11	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Grinders	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Grout Machine Tender	\$40.83	<u>7A</u>	<u>2Y</u>	

Island	Laborers	Groutmen (pressure)including Post Tension Beams	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Guardrail Erector	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Hazardous Waste Worker (level A)	\$42.11	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Hazardous Waste Worker (level B)	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Hazardous Waste Worker (level C)	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	High Scaler	\$42.11	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Jackhammer	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Laserbeam Operator	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Maintenance Person	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Manhole Builder-mudman	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Material Yard Person	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Motorman-dinky Locomotive	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Pavement Breaker	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Pilot Car	\$34.61	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Pipe Layer Lead	\$42.11	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Pipe Layer/tailor	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Pipe Pot Tender	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Pipe Reliner	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Pipe Wrapper	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Pot Tender	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Powderman	\$42.11	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Powderman's Helper	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Power Jacks	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Railroad Spike Puller - Power	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Raker - Asphalt	\$42.11	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Re-timberman	\$42.11	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Remote Equipment Operator	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Rigger/signal Person	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Rip Rap Person	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Rivet Buster	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Rodder	\$41.59	<u>7A</u>	<u>2Y</u>	

Island	Laborers	Scaffold Erector	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Scale Person	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Sloper (over 20")	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Sloper Sprayer	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Spreader (concrete)	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Stake Hopper	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Stock Piler	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Tamper (multiple & Self-propelled)	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Timber Person - Sewer (lagger, Shorer & Cribber)	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Toolroom Person (at Jobsite)	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Topper	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Track Laborer	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Track Liner (power)	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Traffic Control Laborer	\$37.01	<u>7A</u>	<u>2Y</u>	<u>8R</u>
Island	Laborers	Traffic Control Supervisor	\$37.01	<u>7A</u>	<u>2Y</u>	<u>8R</u>
Island	Laborers	Truck Spotter	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Tugger Operator	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$55.89	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Island	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$60.92	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Island	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$64.60	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Island	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$70.30	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Island	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$72.42	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Island	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$77.52	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Island	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$79.42	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Island	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$81.42	<u>7A</u>	<u>1H</u>	<u>8Q</u>
Island	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$83.42	<u>7A</u>	<u>1H</u>	<u>8Q</u>
Island	Laborers	Tunnel Work-Guage and Lock Tender	\$42.21	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Island	Laborers	Tunnel Work-Miner	\$42.21	<u>7A</u>	<u>2Y</u>	<u>8Q</u>

Island	Laborers	Vibrator	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Vinyl Seamer	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Watchman	\$31.46	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Welder	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Well Point Laborer	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Laborers	Window Washer/cleaner	\$31.46	<u>7A</u>	<u>2Y</u>	
Island	Laborers - Underground Sewer & Water	General Laborer & Topman	\$40.83	<u>7A</u>	<u>2Y</u>	
Island	Laborers - Underground Sewer & Water	Pipe Layer	\$41.59	<u>7A</u>	<u>2Y</u>	
Island	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$17.31		<u>1</u>	
Island	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$23.76		<u>1</u>	
Island	Landscape Construction	Landscaping Or Planting Laborers	\$16.60		<u>1</u>	
Island	Lathers	Journey Level	\$49.74	<u>5D</u>	<u>1H</u>	
Island	Marble Setters	Journey Level	\$49.07	<u>5A</u>	<u>1M</u>	
Island	Metal Fabrication (In Shop)	Fitter	\$15.16		<u>1</u>	
Island	Metal Fabrication (In Shop)	Laborer	\$11.13		<u>1</u>	
Island	Metal Fabrication (In Shop)	Machine Operator	\$10.66		<u>1</u>	
Island	Metal Fabrication (In Shop)	Painter	\$11.41		<u>1</u>	
Island	Metal Fabrication (In Shop)	Welder	\$15.16		<u>1</u>	
Island	Millwright	Journey Level	\$50.67	<u>5D</u>	<u>1M</u>	
Island	Modular Buildings	Journey Level	\$9.19		<u>1</u>	
Island	Painters	Journey Level	\$31.91		<u>1</u>	
Island	Pile Driver	Journey Level	\$49.82	<u>5D</u>	<u>1M</u>	
Island	Plasterers	Journey Level	\$48.23	<u>7Q</u>	<u>1R</u>	
Island	Playground & Park Equipment Installers	Journey Level	\$9.19		<u>1</u>	
Island	Plumbers & Pipefitters	Journey Level	\$50.50		<u>1</u>	
Island	Power Equipment Operators	Asphalt Plant Operators	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Assistant Engineer	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Barrier Machine (zipper)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Batch Plant Operator, Concrete	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Bobcat	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Brooms	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Bump Cutter	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Cableways	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>

Island	Power Equipment Operators	Chipper	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Compressor	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Conveyors	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Cranes: Friction 100 Tons Through 199 Tons	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Cranes: Friction Over 200 Tons	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Crusher	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Derricks, On Building Work	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Dozers D-9 & Under	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Drill Oilers: Auger Type, Truck	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Or Crane Mount				
Island	Power Equipment Operators	Drilling Machine	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Gradechecker/stakeman	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Guardrail Punch	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Horizontal/directional Drill Locator	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Horizontal/directional Drill Operator	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Hydralifts /boom Trucks Over 10 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Hydralifts /boom Trucks, 10 Tons And Under	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Loaders, Plant Feed	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Loaders: Elevating Type Belt	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Locomotives, All	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Material Transfer Device	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Mixers: Asphalt Plant	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Motor Patrol Grader - Non- finishing	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>

Island	Power Equipment Operators	Motor Patrol Graders, Finishing	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Pavement Breaker	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Posthole Digger, Mechanical	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Power Plant	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Pumps - Water	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Rigger And Bellman	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Rollagon	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Roller, Other Than Plant Mix	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Roto-mill, Roto-grinder	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Saws - Concrete	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Scrapers - Concrete & Carry All	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Service Engineers - Equipment	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Shotcrete/gunite Equipment	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>

Island	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Slipform Pavers	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Spreader, Topsider & Screedman	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Subgrader Trimmer	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Tower Bucket Elevators	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Tower Crane Over 175'in Height, Base To Boom	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Transporters, All Track Or Truck Type	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Trenching Machines	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Truck Mount Portable Conveyor	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Welder	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Wheel Tractors, Farmall Type	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators	Yo Yo Pay Dozer	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>

Island	Power Equipment Operators- Underground Sewer & Water	Brooms	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Cableways	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Chipper	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Compressor	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction 100 Tons Through 199 Tons	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction Over 200 Tons	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>

Island	Power Equipment Operators- Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Crusher	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks Over 10 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

Island	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Mixers: Asphalt Plant	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Grader - Non- finishing	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders, Finishing	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>

Island	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Rigger And Bellman	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>

Island	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators-Underground Sewer & Water	Tower Crane Over 175'in Height, Base To Boom	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators-Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators-Underground Sewer & Water	Welder	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$42.91	<u>5A</u>	<u>4A</u>	
Island	Power Line Clearance Tree Trimmers	Spray Person	\$40.73	<u>5A</u>	<u>4A</u>	
Island	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$41.29	<u>5A</u>	<u>4A</u>	
Island	Power Line Clearance Tree Trimmers	Tree Trimmer	\$38.38	<u>5A</u>	<u>4A</u>	
Island	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$28.95	<u>5A</u>	<u>4A</u>	
Island	Refrigeration & Air Conditioning Mechanics	Mechanic	\$61.57	<u>5A</u>	<u>1G</u>	
Island	Residential Brick Mason	Journey Level	\$49.07	<u>5A</u>	<u>1M</u>	
Island	Residential Carpenters	Journey Level	\$38.60	<u>5D</u>	<u>1M</u>	
Island	Residential Cement Masons	Journey Level	\$11.00		<u>1</u>	
Island	Residential Drywall Applicators	Journey Level	\$38.60	<u>5D</u>	<u>1M</u>	

Island	Residential Drywall Tapers	Journey Level	\$25.00		1
Island	Residential Electricians	Journey Level	\$25.76		1
Island	Residential Glaziers	Journey Level	\$35.10	7L	1H
Island	Residential Insulation Applicators	Journey Level	\$13.96		1
Island	Residential Laborers	Journey Level	\$12.70		1
Island	Residential Marble Setters	Journey Level	\$49.07	5A	1M
Island	Residential Painters	Journey Level	\$13.00		1
Island	Residential Plumbers & Pipefitters	Journey Level	\$38.71		1
Island	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$38.78	5A	1G
Island	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$21.30		1
Island	Residential Soft Floor Layers	Journey Level	\$41.78	5A	3D
Island	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$31.09		1
Island	Residential Stone Masons	Journey Level	\$49.07	5A	1M
Island	Residential Terrazzo Workers	Journey Level	\$20.00		1
Island	Residential Terrazzo/Tile Finishers	Journey Level	\$15.82		1
Island	Residential Tile Setters	Journey Level	\$20.00		1
Island	Roofers	Journey Level	\$43.90	5A	1R
Island	Roofers	Using Irritable Bituminous Materials	\$46.90	5A	1R
Island	Sheet Metal Workers	Journey Level (Field or Shop)	\$55.81	7F	1E
Island	Shipbuilding & Ship Repair	Carpenter	\$15.53		1
Island	Shipbuilding & Ship Repair	Electrician	\$15.53		1
Island	Shipbuilding & Ship Repair	Heat & Frost Insulator	\$56.93	5J	1S
Island	Shipbuilding & Ship Repair	Laborer	\$9.19		1
Island	Shipbuilding & Ship Repair	Operator	\$15.53		1
Island	Shipbuilding & Ship Repair	Painter	\$15.53		1
Island	Shipbuilding & Ship Repair	Pipefitter	\$15.53		1
Island	Shipbuilding & Ship Repair	Sheet Metal	\$9.50		1
Island	Shipbuilding & Ship Repair	Shipfitter	\$15.53		1
Island	Shipbuilding & Ship Repair	Welder/burner	\$15.53		1
Island	Sign Makers & Installers (Electrical)	Journey Level	\$16.03		1
Island	Sign Makers & Installers (Non-Electrical)	Journey Level	\$26.55		1
Island	Soft Floor Layers	Journey Level	\$41.78	5A	3D

Island	Solar Controls For Windows	Journey Level	\$9.19		<u>1</u>	
Island	Sprinkler Fitters (Fire Protection)	Journey Level	\$69.59	<u>5C</u>	<u>1X</u>	
Island	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		<u>1</u>	
Island	Stone Masons	Journey Level	\$49.07	<u>5A</u>	<u>1M</u>	
Island	Street And Parking Lot Sweeper Workers	Journey Level	\$15.00		<u>1</u>	
Island	Surveyors	Assistant Construction Site Surveyor	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Surveyors	Chainman	\$50.46	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Surveyors	Construction Site Surveyor	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Island	Telecommunication Technicians	Journey Level	\$24.75		<u>1</u>	
Island	Telephone Line Construction - Outside	Cable Splicer	\$35.09	<u>5A</u>	<u>2B</u>	
Island	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$19.22	<u>5A</u>	<u>2B</u>	
Island	Telephone Line Construction - Outside	Installer (Repairer)	\$33.63	<u>5A</u>	<u>2B</u>	
Island	Telephone Line Construction - Outside	Special Aparatus Installer I	\$35.09	<u>5A</u>	<u>2B</u>	
Island	Telephone Line Construction - Outside	Special Apparatus Installer II	\$34.37	<u>5A</u>	<u>2B</u>	
Island	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$35.09	<u>5A</u>	<u>2B</u>	
Island	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$32.62	<u>5A</u>	<u>2B</u>	
Island	Telephone Line Construction - Outside	Telephone Lineperson	\$32.62	<u>5A</u>	<u>2B</u>	
Island	Telephone Line Construction - Outside	Television Groundperson	\$18.65	<u>5A</u>	<u>2B</u>	
Island	Telephone Line Construction - Outside	Television Lineperson/Installer	\$24.66	<u>5A</u>	<u>2B</u>	
Island	Telephone Line Construction - Outside	Television System Technician	\$29.42	<u>5A</u>	<u>2B</u>	
Island	Telephone Line Construction - Outside	Television Technician	\$26.43	<u>5A</u>	<u>2B</u>	
Island	Telephone Line Construction - Outside	Tree Trimmer	\$32.95	<u>5A</u>	<u>2B</u>	
Island	Terrazzo Workers	Journey Level	\$45.43	<u>5A</u>	<u>1M</u>	
Island	Tile Setters	Journey Level	\$45.43	<u>5A</u>	<u>1M</u>	
Island	Tile, Marble & Terrazzo Finishers	Journey Level	\$25.00		<u>1</u>	
Island	Traffic Control Stripers	Journey Level	\$33.85		<u>1</u>	

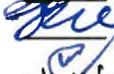
Island	Truck Drivers	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$47.91	<u>5D</u>	<u>3A</u>	<u>8L</u>
Island	Truck Drivers	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$47.07	<u>5D</u>	<u>3A</u>	<u>8L</u>
Island	Truck Drivers	Dump Truck	\$22.62		<u>1</u>	
Island	Truck Drivers	Dump Truck And Trailer	\$22.62		<u>1</u>	
Island	Truck Drivers	Other Trucks (W. WA-Joint Council 28)	\$47.91	<u>5D</u>	<u>3A</u>	<u>8L</u>
Island	Truck Drivers	Transit Mixer	\$34.63		<u>1</u>	
Island	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$11.60		<u>1</u>	
Island	Well Drillers & Irrigation Pump Installers	Oiler	\$9.45		<u>1</u>	
Island	Well Drillers & Irrigation Pump Installers	Well Driller	\$11.60		<u>1</u>	

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

Bill No. C/A 4.e.
Date: September 3, 2013
Subject: Emergency Procurement-Aurora
Pump – Resolution 13-22

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 and related Resolution 13-22 is to authorize the emergency procurement of an Aurora Pump for the diversion lift station at the Wastewater Treatment Plant.

FISCAL IMPACT DESCRIPTION

Funds Required: \$40,000 Appropriation Source: Fund 402 Wastewater Reserves

SUMMARY STATEMENT

The City of Oak Harbor had an integral pump fail on August 3, 2013 at the diversion lift station located at the City’s RBC Wastewater Treatment Plant. This pump transfers sewage from the RBC Plant to the Sea Plane Base Wastewater Lagoon Plant to be treated. The failure of this pump created an emergency situation in which public health, safety and welfare were endangered.

As stated in Resolution 13-22, an emergency condition existed and due to unforeseen circumstances beyond control of the City that presented a real, immediate threat to the proper performance of the City’s Wastewater Treatment Plant and would have likely resulted in material loss or damage to property if not immediately acted upon, staff proceeded with the procurement of a new pump by waiving the competitive bidding requirements as authorized by RCW 39.04.280.

STANDING COMMITTEE REPORT

RECOMMENDED ACTION

A motion to adopt Resolution 13-22.

ATTACHMENTS

- Resolution 13-22 w/Exhibit A-Quote

CITY OF OAK HARBOR
RESOLUTION NO. 13-22

A RESOLUTION DECLARING AN EMERGENCY AND AUTHORIZING
PROCUREMENT OF DIVERSION PUMPS AT THE CITY'S WASTE-
WATER TREATMENT PLANT

WHEREAS, the City of Oak Harbor had an integral pump fail on August 3, 2013, at the City's Wastewater Treatment plant; and

WHEREAS, without immediate action to cause the replacement, the failure of another pump will create a situation where public health, safety and welfare are endangered; and

WHEREAS, RCW 39.04.280 (1) (c) specifically authorizes a municipality to waive competitive bidding requirements for purchases in the event of an emergency; and

WHEREAS, OHMC 2.310.010 Notwithstanding any other provisions of this chapter, the mayor or his/her designated agent(s) may make or authorize others to make emergency procurements of materials, supplies, equipment, services or public works, without complying with the requirements of this chapter, when there exists a threat to public health, welfare, or safety or where the city may suffer a substantial monetary loss by reason of the time required to follow regular purchasing procedures; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract, which shall be reported to the city council at the next subsequent meeting; NOW, THEREFORE,

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

1. Due to unforeseen circumstances beyond control of the City an emergency condition exists pursuant to RCW 39.04.280 (1) (c) and a real, immediate threat to the proper performance of the City's Wastewater Treatment Plant and will likely result in material loss or damage to property if not immediately acted upon; and
2. The Mayor is hereby authorized to award all necessary contracts on behalf of the City in order to effectively respond to this declared emergency, including the replacement of the diversion pump at the City's Wastewater Treatment Plant, in the amount not to exceed \$40,000.00 as outlined in Exhibit A.

PASSED by the City Council and approved by its Mayor this 3rd day of September 2013.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to form:

Valerie J. Loffler, City Clerk

Grant K. Weed, Interim City Attorney



City of Oak Harbor

865 SE Barrington Drive
 Oak Harbor, WA 98277
 360.279-4500 Fax 360.679.3902

Purchase Request

EXHIBIT A

Requisition or PO Number: 8763

Requesting Department:

- | | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> Administration | <input type="checkbox"/> Legal | <input type="checkbox"/> Engineering |
| <input type="checkbox"/> Finance | <input type="checkbox"/> Planning | <input type="checkbox"/> Marina |
| <input type="checkbox"/> Building | <input type="checkbox"/> Senior Center | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Police | <input checked="" type="checkbox"/> Public Works | |

Check here if this order has already been given to the supplier.

Suggested Source:
 Northwest Pump & Equipment
 2800 NW 31st AVE
 Portland OR 97210

Ship To:
 City of Oak Harbor Wastewater Treatment Plant
 1501 SE city Beach St
 Oak Harbor, WA 98277

Attention: Sheryll Roy

Attention: Phil Matthews

REQUEST DATE	REQUISITIONER	PHONE	DATE REQUIRED	TERMS
15-Aug-13	Phil Matthews	360 279-4771	ASAP	

ITEM NUMBER OR DESCRIPTION	BARS LINE ITEM	QTY	UNIT PRICE	EXTENDED PRICE
X61511 Aurora Pump 612A 6x8x15		1	\$ 20,975.00	\$ 20,975.00
Pump Options as listed		1	\$ 14,662.00	\$ 14,662.00
Ex Liq flush w/brush				\$ -
Shaft Sleeves				\$ -
Impeller Ware Rings				\$ -
Impeller				\$ -
Mechanical Seal				\$ -
				\$ -
				\$ -
Shipping not included				\$ -

COMMENTS:

This is a revised Purchase Order. Northwest Pump supplied the manufacturer with incomplete specifications for the Diversion lift station pump #1 replacement. The added items and cost are in yellow.

SHIPPING		\$	-
OTHER		\$	-
SUBTOTAL		\$	35,637.00
SALES TAX	0.087	\$	3,100.42
TOTAL		\$	38,737.42

 Division Approval Date

 Department Approval Date

 Finance Director Date

 City Administrator Date

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.f.
Date: September 3, 2013
Subject: Oak Harbor Youth Commission
Appointment – Rebecca Ford

FROM: Scott Dudley, Mayor *SD*

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

LC Larry Cort, City Administrator
DM Doug Merriman, Finance Director
GW 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 Rebecca Ford to the Oak Harbor Youth Commission.

AUTHORITY

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

2.250.020 Membership.

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

FISCAL IMPACT DESCRIPTION

None

SUMMARY STATEMENT

If confirmed, Ms. Ford would complete an unexpired term. This term would expire October 2014.

Mayor Dudley recommends that Rebecca Ford be confirmed to serve the remainder of the term.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

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

ATTACHMENTS

Ms. Ford's biography.

Biography Form

Recommended Board Appointment for: Oak Harbor Youth Commission

Name: Rebecca Ford Date: 5-3-13

Address: P.O. Box 2467

City, State, Zip: Oak Harbor WA 98277

Telephone Number: 360 969 1947 Email Address: rebecamarieford@gmail.com

Mailing Address (if different from above): _____

Resident of Oak Harbor/Whidbey Island for: 19 years/months

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

Northwest Educational Service District NWESD
I am a Prevention/Intervention Counselor at OTHS

Local Group or Civic Affiliations: _____

Special Interests: _____

Other General Comments: I grew up in this community
and am passionate about supporting the youth
in this community.

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

Bill No. C/A 4.g.
Date: September 3, 2013
Subject: Approval of Memorandum of Agreement with US Navy PRISM Shooting Simulator

FROM: Edgar J. Green, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

Approve the Memorandum of Agreement between the United State Navy (Whidbey NAS) and the City of Oak Harbor for use of the shooting range and shooting simulator located on the base a Whidbey NAS.

SUMMARY STATEMENT

The US Navy at their Whidbey NAS Base maintains and operates a live fire shooting range and a PRISM Shooting Simulator for use by the Navy Security/Police detail. They have extended an offer to use these facilities to the City of Oak Harbor Police Department.

The PRISM shooting simulator is an invaluable tool giving officers an opportunity to be immersed into a controlled video environment where they can participate in shoot/don't shoot decision making scenarios. The system is also interactive and a failure on an officer's part to communicate to the actors on the screen can dictate the outcome; as well as a failure of an officer to seek "cover" when they need to will result in them being shot by nylon balls at 200-300 fps. A 2011 law enforcement article from Police One Magazine says the average costs of this type of training simulator is \$150,000.00; this is money the City of Oak Harbor does not have.

The live fire range offers an alternative to the North Whidbey Sportsman's Association Range in the event they are booked with events at a time when we need to do training.

By utilizing these facilities the department will also get to interact and train with the US Navy Security/Police. It is imperative that we do this; in the event we have a situation that spans the City and encompasses the base we will need to know how to work with one another.

RECOMMENDED ACTION

Authorize the Mayor to sign the Memorandum of Agreement with the US Navy (Whidbey NAS) allowing the Oak Harbor Police Department to use the live fire shooting range and a PRISM Shooting Simulator

ATTACHMENTS

Memorandum of Agreement with US Navy (Whidbey NAS)

DEPARTMENT OF THE NAVY
COMMANDER, NAVY REGION NORTHWEST
1100 HUNLEY RD., SILVERDALE, WA 98315
CITY OF OAK HARBOR
860 S. E. BARRINGTON DRIVE
OAK HARBOR, WA 98277

COMNAVREG NW
4000
Ser N80/

OHPD
4000
Ser

MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDER, NAVY REGION NORTHWEST
AND
CITY OF OAK HARBOR, WASHINGTON

Subj: MEMORANDUM OF AGREEMENT FOR NAVAL AIR STATION WHIDBEY
ISLAND SMALL ARMS TRAINING CENTER USE BY OAK HARBOR
POLICE DEPARTMENT

Ref: (a) CNICINST 4000.1B
(b) COMNAVREGNWINST 4000.1B
(c) OPNAVINST 3591.1F
(d) OPNAVINST 8023.24B
(e) MILHDBK 1027/3B (30 November 1992)
(f) MCO 3570.1B w CH-1 Range Safety (19 May 2003)
(g) NAVFAC Record of Compliance dtd 12 Jan 2009
(h) NEHC-TM 6290.99-10 Rev.1 (May 2002)

1. Purpose. To establish a Memorandum of Agreement (MOA) between Commander, Navy Region Northwest (COMNAVREG NW) on behalf of Naval Air Station Whidbey Island (NASWI) and the City of Oak Harbor Police Department (OHPD), per references (a) and (b) for OHPD use of the NASWI Small Arms Training Center (SATC) and PRISim simulator. References (c) through (h) identify the roles and responsibilities of COMNAVREG NW and OHPD associated with this use.

2. Background. The OHPD requires use of NASWI SATC to accommodate their training requirements. NASWI SATC anticipates sufficient training capacity to allow for OHPD use.

3. Scope. This MOA delineates the parties' responsibilities pertaining to OHPD training at the NASWI SATC and establishes a coordinated relationship between the parties.

4. Period of Performance. This MOA shall be in effect for six (6) years from the date of the last signature affixed unless modified or terminated in accordance with paragraph 7.

5. Responsibilities.

a. COMNAVREG NW (through NASWI) will:

(1) Provide OHPD, through long range schedule coordination, use of the NASWI SATC range, PRISim simulator, and range classrooms.

(2) Review completed NASWI SATC Range Safety Officer (RSO) Job Qualification Requirement (JQR) packets submitted by OHPD personnel and issue a "Letter of Designation" and "RSO Certificate" for qualified individuals.

(3) Approve OHPD firearms and ammunition for NASWI SATC range use prior to each live fire training event.

(4) Curtail use of NASWI SATC Range by OHPD in the event safety is compromised in any way, to include unsafe practices, weapons, or unqualified instructors or line coaches.

b. OHPD will:

(1) Work with the NASWI SATC Scheduling Coordinator, through submission of a long-range training plan, to establish scheduling requirements for use of the NASWI SATC.

(2) Complete a NASWI SATC Range Safety Officer (RSO) Job Qualification Requirement (JQR) packet, for each individual identified as an OHPD Small Arms Instructor for submission to Commanding Officer, NASWI for approval.

(3) Submit OHPD Line Coach certifications to the NASWI SATC Range Safety Officer for review and approval to participate in live fire training.

(4) Provide OHPD RSOs, Line Coaches, and all equipment and material required for OHPD departmental training.

(5) Notify NASWI SATC Coordinators of OHPD anticipated use no later than 30 days prior to each NASWI SATC requested and approved training period.

Memorandum of Agreement: N68742-20130522-0068

(6) Ensure compliance with all environmental standards IAW reference (h). Any failure to comply will result in immediate termination of this MOA.

(7) Ensure compliance with all firing range regulations contained in reference (c), enclosure (1). Any failure to comply will result in immediate termination of this MOA.

(8) Ensure all OHPD training participants receive marksmanship, safety and weapons familiarization training no less than 30 days prior to each live fire training event as required by reference (c). Documentation of completion of this training must be provided to the NASWI SATC Range Coordinator prior to use of the range.

(9) Ensure appropriate Line Coach to shooter ratios are maintained. The ration of shooters to Line Coaches shall be no more than 6 to 1 for requalification of shooters who have previously qualified with the same weapon. For training involving new shooters, the ratio shall be mo more than 4 to 1 for daytime regular qualification courses. Training involving handgun and rifle lowlight courses shall be no more than 2 to 1, and on the handgun and shotgun practical weapons courses, 1 to 1.

(10) Ensure RSOs do not act in the capacity of a Line Coach while performing the duties of the RSO.

6. Other Provisions.

a. It is mutually agreed that nothing herein will be construed as obligating either party to violate existing laws or regulations.

b. The commitments made in this MOA are effective only if Congress has appropriated funds sufficient to fulfill them. If any actions contemplated in this MOA (which may include the provision of services, personnel, property, resources, or money) are not funded, or if Congress has prohibited the funding or performance of such actions, this MOA will be considered suspended with respect to those actions until funds are available and the prohibition, if any, is lifted. This MOA does not itself obligate or transfer funds, and obligation of funds is effective only upon the issuance and acceptance of relevant funding documentation. All services provided will be commensurate with the availability of resources (personnel, funds, and equipment). Nothing in this MOA shall be interpreted

to constitute or require an obligation or payment of funds in violation of any law or regulation, including, but not limited to, the Anti-Deficiency Act, 31 U.S.C. § 1341, and its implementing regulations.

c. OHPD falls in Priority Group 3 for SATC use. Previously scheduled training may be denied/cancelled in the event of an emergent or unscheduled higher priority need. Additionally, each member of the OHPD who desires to train at the SATC will be required to sign a Hold Harmless Agreement prior to participating in his or her first training event. The Hold Harmless Agreement will be valid for a period of one year, at which time a new agreement must be signed if continued training is anticipated. All Hold Harmless Agreements will be maintained at the SATC.

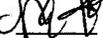
7. Effective Date. This MOA/MOU is effective upon the affixation of all signatures and shall remain in force unless modified or terminated by mutual consent of the parties concerned. Both parties shall conduct an triennial review of this agreement to evaluate its effectiveness and determine the need for continuation or modification. Requests for modification or termination by either party shall be provided in writing at least 120 days in advance of the proposed effective date. Termination by either party shall not provide a basis for any claim by the City of Oak Harbor against the U.S. Government, the Department of the Navy or COMNAVREG NW.

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.h.
Date: September 3, 2013
Subject: Petty Cash Resolution

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

A resolution to reduce the Police Department petty cash fund from \$200.00 to \$100.00

FISCAL IMPACT DESCRIPTION

There is no direct fiscal impact of eliminating the municipal court change fund.

Funds Required: \$ 0

Appropriation Source: Not Applicable

SUMMARY STATEMENT

The City's maintains a City Council authorized listing of Petty Cash and Change Funds to be used by departments for various purchases requiring small incidental amounts of cash on hand. In addition, some funds are maintained in the Police Department for varying investigative needs. City Council authorizes this list through a resolution that sets the location and dollar amount of each fund in the City. This resolution also assists Finance in ensuring that cash balances are maintained at appropriate levels. The Police Department has determined that the amount of \$100.00 will be sufficient in meeting cash purchase needs.

RECOMMENDED ACTION

1. Approve Resolution 13-21.

ATTACHMENTS

1. Draft resolution.

CITY OF OAK HARBOR
RESOLUTION NO 13-21

A RESOLUTION REDUCING THE POLICE DEPARTMENT PETTY CASH
FROM TWO HUNDRED DOLLARS (\$200.00) TO ONE HUNDRED DOL-
LARS (\$100.00)

WHEREAS, the minimal use of the Police Department petty cash has shown that it can be reduced; and

WHEREAS, Investigative Fund excepted, change and petty cash funds may not be used for personal cash advances even if secured by check or other IOU's. Any person making a purchase with money from said funds shall obtain a receipt therefore evidencing the transaction. At least once monthly or when withdrawals exceed 75% of the authorized amount of said fund, the fund custodian shall account to and request reimbursement to the fund from the Accounts Payable Clerk by submission of a claim voucher supported by the appropriated receipts. The funds so received shall be used to replenish the petty cash fund. Cash on hand and receipts for purchases shall at all times equal the amount of the petty cash authorized by this Resolution; and

WHEREAS, the Finance Director is authorized to transfer additional funds as may be necessary to bring the petty cash funds up to the amounts indicated above and to establish the investigative fund and change fund; NOW, THEREFORE,

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

1. There is hereby established the following Change and Petty Cash Funds in the amounts indicated:

Change Fund (Marina)	\$400.00
Change Fund (Police Department)	250.00
Change Fund (Finance Department)	900.00
Petty Cash (Police Department)	100.00
Chief of Police (Investigative)	5,000.00
Change Fund (Senior Center)	75.00
Petty Cash (Senior Center)	300.00
Petty Cash (Finance Department)	300.00
Change Fund (Library)	34.00

2. This Resolution supersedes all previous resolutions pertaining to petty cash and change funds.

PASSED by the City Council and approved by its Mayor this 3rd day of September 2013.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to form:

Valerie J. Loffler, City Clerk

Grant K. Weed, Interim City Attorney

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

Bill No. 6.a.(1) and (2)
Date: September 3, 2013
Subject: Ordinance 1664 / Council Rules


FROM: Larry Cort, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of the agenda bill is to consider proposed Ordinance 1664 amending the Oak Harbor Municipal Code to allow adoption of ordinances at the meeting at which the ordinance is introduced. The draft ordinance was introduced at the August 7th Council meeting. Proposed revisions to the Administration and Personnel Council Rules document are also presented for consideration, including a name change to Council Rules of Procedure.

SUMMARY STATEMENT

At the Workshop meeting of June 4, 2013, Council reviewed options to streamline the agenda and make Council meetings more efficient. The following lists the proposed revisions:

- Place the Invocation before the Pledge of Allegiance
- Eliminate the Roll Call
- Eliminate reading of the Consent Agenda
- Rename “Presentations of Other Non-Action Council Items” to” Honors and Recognitions”
- Rename and combine “City Administrator, Councilmember, and Mayor Comments,” to “Staff, Mayor and Council Comments” and place it following the Consent Agenda instead of at the end of the meeting
- Rename and separate “Hearings and Ordinances/Resolutions” to “Ordinances/ Resolutions” and “Public Hearings/Meetings”
- Rename and divide “Other Business” into “Unfinished Business” and “New Business”
- Eliminate introduction (first and second reading) of Ordinances.

(A sample Agenda illustrating the proposed revised Order of Business is provided for reference at the end of this document.)

State statutes are silent as to how ordinances are to be initiated. Except for franchise and emergency ordinances, most ordinances may be passed during the same meeting at which they are introduced. Typically, an ordinance is introduced at least one full council meeting prior to the one it is considered for adoption. After introduction and consideration, the ordinance is then continued to a scheduled subsequent full council meeting for additional consideration and action.

The current process is redundant and inefficient. Adopting the ordinance at the same meeting it is introduced (unless precluded by law) will result in smaller packets. Smaller packets translate to saving staff time and copying costs and time spent in Council meetings repeating the presentation and discussion a second time.

RECOMMENDED ACTION

1. That Council adopt Ordinance 1664
2. That Council amend the Administration and Personnel Council Rules, including a name change to Council Rules of Procedure.

ATTACHMENTS

Administration and Personnel Council Rules (Redline/Strikeout)
Ordinance 1664

Revised Order of Business

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

HONORS AND RECOGNITIONS
- 2. APPROVAL OF AGENDA**
- 3. CITIZEN COMMENT PERIOD**
- 4. CONSENT AGENDA**
 - a. Minutes of the Regular City Council Meeting
 - b. Approval of Accounts Payable Vouchers
- 5. STAFF, MAYOR AND COUNCIL COMMENTS**
 - a. City Administrator
 - b. Mayor
 - c. Councilmembers
- 6. ORDINANCES AND RESOLUTIONS**
- 7. PUBLIC HEARINGS/PUBLIC MEETINGS**
- 8. UNFINISHED BUSINESS**
- 9. NEW BUSINESS**
 - x. Executive Session (if necessary)
- 10. ADJOURNMENT**

ORDINANCE NO. 1664

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING SECTIONS 1.04.010 and 1.04.020 OF THE OAK HARBOR MUNICIPAL CODE AND ADDING SECTIONS 1.04.030, 1.04.035 AND 1.04.040 RELATING TO INTRODUCTION, ENACTMENT AND EFFECTIVE DATE OF ORDINANCES

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

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

1.04.010 Time and place of full council meetings.

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

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

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

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

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

(1) It is directed that:

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

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

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

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

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

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

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

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

Chapter 1.04 COUNCIL MEETINGS

Sections:

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

1.04.030 Ordinances – Introduction

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

1.04.035: Ordinances - Enactment

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

1.04.040: Ordinances -When Effective

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

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

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

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

CITY OF OAK HARBOR

Scott Dudley, Mayor

Attest:

Valerie J. Loffler, City Clerk

Approved as to form:

Grant Weed, Interim City Attorney



~~Administration~~
and
~~Personnel~~
Council Rules of Procedure

Resolution No. 04-02
Passed March 2, 2004
~~Last~~ Amended March 20, 2012
Amended September 18, 2012
Amended September 3, 2013

Rules: Table of Contents

	<u>Page</u>
Rule No. 1: Purpose - Scope	1
Rule No. 2 Meetings	1
Rule No. 3: Meetings Public - Executive Sessions	1
Rule No. 4: Quorum - Absent Councilmembers	1
Rule No. 5: Presiding Officer - Mayor, Clerk Pro Tempore.....	2
Rule No. 6: Agenda	2
Rule No. 6A: Consent Agenda	4
Rule No. 7: Public Hearing Notices and Notice of Preliminary Council Agenda	4
Rule No. 8: Minutes (City Clerk).....	4
Rule No. 9: Public Discussion.....	4
Rule No. 10: Presiding Officer's Duties.....	5
Rule No. 11: Debate/Discussion	6
Rule No. 12: Motions in Writing - When	7
Rule No. 13: Motions - Priority.....	7
Rule No. 14: Motions.....	7
Rule No. 15: Motions - Debatable and Non-debatable	8
Rule No. 16: Motions - 2/3's Vote Required	9
Rule No. 17: Voting.....	9
Rule No. 18: Adopted Rules of Order	10
Rule No. 19: Quasi-judicial Matters - Site Visits	10
Rule No. 19A: Quasi-judicial Procedure - Appearance of Fairness.....	10
Rule No. 19B: Quasi-judicial Procedure - Ex Parte Contacts	11
Rule No. 19C: Quasi-judicial Procedure - Testimony	11
Rule No. 19D: Quasi-judicial Procedure - Advocacy.....	12
Rule No. 20: Requests for Additional Public Hearings	12
Rule No. 21: Written Materials Submitted Subsequent to Public Hearings	12
Rule No. 22: Reconsideration of Quasi-judicial Actions	12
Rule No. 23: Reconsideration of Actions which are not Quasi-judicial	13
Rule No. 24: Ratification	13
Rule No. 25: Failure to Follow Rules.....	13
Rule No. 26: Interpretation	13
Rule No. 27: Standing Committees	13
Rule No. 28: Standing Committee Procedures	14
APPENDIX "A"	15
APPENDIX "B"	20

Rule No. 1: Purpose - Scope.

The order of procedure and business herein contained shall govern deliberations and meetings of the City Council except as the same may be in conflict with RCW Chapter 35A.12 or other state law and constitutional provisions.

Rule No. 2: Meetings.

- (1) Regular Meetings – Regular meetings will begin at 6:00 p.m. and end not later than 9:00 p.m. unless extended by the majority vote of the Council.
- (2) Special meetings may be called by the Mayor or by a majority of the Council by written notice, as further described below, to each Councilmember and the Mayor at least twenty-four hours prior to the time set for the meeting as specified in the notice. Notice of the meeting shall also be posted on the City's web page. The requirements of the "Open Meeting Law", RCW Chapter 42.30 shall apply in all respects to special meetings of the Council. Councilmembers may consent to personal written notice being placed in Councilmember's mailbox at City Hall; provided, further, in such cases a telephonic, email or personal notice shall be given to each Councilmember.

Rule No. 3: Meetings Public - Executive Sessions.

All regular and special meetings of the Council shall be open to the public. The Council may hold executive sessions from which the public may be excluded for those purposes set forth in RCW 42.30.110 (Open Meeting Law), may order the removal of individuals who are interrupting the meeting as provided in RCW 42.30.050, and may exclude witnesses during investigation of a matter by the Council as provided in RCW 42.30.110.

Rule No. 4: Quorum - Absent Councilmembers.

- (1) A majority of Councilmembers of the Council shall constitute a quorum at all meetings of the Council, but a less number may adjourn from time to time and may compel the attendance of absent Councilmembers by direction to the Chief of Police under penalty. Once a meeting has been constituted and called to order, no Councilmember present shall absent himself/herself from the same without leave of the presiding officer or a majority of the Council. See Privileged Motion in Chapters 3, 4, 5, 6, 7, 8, 9, 10 and 15 of the most current edition of THE STANDARD CODE OF PARLIAMENTARY PROCEDURE by Alice Sturgis.
- (2) With prior approval by a majority of the Council and on non-quasi-judicial matters only, a Councilmember may participate by an agreed upon electronic means. Each Councilmember may participate by this means no more than two times per year, with no more than one Councilmember participating electronically at a time.

Rule No. 5: Presiding ~~o~~Officer - Mayor, Clerk ~~p~~Pro ~~t~~Tempore.

All meetings of the Council shall be presided over by the Mayor, or, in his/her absence, by the Mayor pro tempore. If the Clerk is absent from a Council meeting, the Mayor or Mayor pro tempore shall appoint a Clerk pro tempore. The appointment of a Councilmember as Mayor pro tempore shall not in any way abridge his/her right to vote upon all questions coming before the Council.

Rule No. 6: Agenda.

- (1) Preparation of Agenda. An agenda for regular meetings shall be prepared by the Mayor and transmitted to the Councilmembers. The agenda shall consist of the business to come before the City Council, but shall not preclude the Council from considering matters in addition to those set forth on said agenda. The heads of the various departments of the City shall report agenda matters and deliver copies of supporting materials to the Mayor in sufficient time for their inclusion on the agenda.

For purposes of discussion, secondary motions and amendments, the placement of an action item on the agenda shall be deemed a motion to adopt the presented agenda item. However, any action on the main agenda item, including adoption as presented, shall require a motion, a second and an affirmative vote of the Council.

For special meetings, final action may be taken by Council only on items for which notice was provided and which were placed on the agenda.

- (2) Addition of items. Items added to the agenda within 48 hours of the meeting shall be considered only upon approval of a majority of the Council present at the meeting.
- (3) Order of Business. The order of business should follow as nearly as possible the order of the agenda as follows:

(a) Pledge of Allegiance Invocation/Pledge of Allegiance.

(b) Invocation, Honors and Recognitions.

(c) Approval of Agenda

~~(d) Presentations or other non-action items.~~

~~(e)~~ Citizen Comment Period (a maximum of three minutes per speaker for 15 minutes). By a majority vote, the Council may extend the Citizen Comment Period.

~~(f)~~ Consent aAgenda.

(f) Staff, Mayor and Council Comments

(i) City Administrator

(ii) Mayor

(iii) Councilmembers (See OHMC 1.04.020(2) and Rule 11(7))

(g) Ordinances and Resolutions

(gh) Public Hearings/Public Meetings:

(i) Hearing/Meeting (a maximum of three minutes per speaker, provided, that the Council may, in its discretion, allow for additional time where the complexity of issues involved requires more time in order to give the speaker a reasonable opportunity to be heard on the matter),

(ii) Passage of any applicable ordinance or resolution.

~~(h) Public meetings (consideration of ordinance).~~

~~(i) Resolutions.~~

~~(j) Other items — Contracts, Reports from staff, etc.~~

~~(k) Mayor and City Administrator comments, etc.~~

~~(l) Council comments and raised issues. See OHMC 1.04.020(3) and Rule 11(7).~~

~~(m) Mayor's comments.~~

(i) Unfinished Business.

(j) New Business.

(nk) Adjournment.

The order of business set forth in this section is a guideline and shall not be construed in any way as to limit the order in which the Mayor puts the agenda together. Council may elect to proceed with its business as it deems appropriate upon majority vote.

"Public hearing" items listed on the agenda ~~will reference (1)~~ are those items that have been scheduled pursuant to statute by City Council and ~~(2)~~ that a separate public advertisement has been published announcing the nature of the matter. Public comment, testimony (in the case of quasi-judicial hearings) or other input will be allowed at the time of the hearing.

"Public meeting" items listed on ~~Council~~ the agendas ~~will reference~~ are those items which Council will take public input on the issue and usually have been scheduled by the Council in open meeting and are not listed as a public hearing.

Rule No. 6A: Consent ~~a~~Agenda.

- (1) The Mayor shall place matters on a Consent Agenda which:
 - (a) have been previously discussed by the Council; or
 - (b) are based on the information delivered to members of the Council by administration which can be reviewed by a Councilmember without further explanation; or
 - (c) are routine or technical in nature so that passage without discussion is likely. These include contract approvals provided the agenda bill lists the dollar amount of the contract, assurances that the amount for the contract is within budget limits, proper bidding processes were followed and how the contractor was chosen.

~~(2) The Clerk shall read the Consent Agenda actions, including the titles of any ordinances or resolutions contained therein.~~

- ~~(3)~~ (2) The proper Council motion on the Consent Agenda is as follows: "I move to adopt the Consent Agenda". A second is required. This motion shall be non-debatable and will have the effect of moving to adopt all items on the Consent Agenda. Since adoption of any item on the Consent Agenda implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Agenda. Therefore, prior to the vote on the motion to adopt the Consent Agenda, the Mayor shall inquire if any Councilmember wishes an item to be withdrawn from the Consent Agenda. If any matter is withdrawn, the Mayor shall place the item at an appropriate place on the agenda for the current or a future meeting.

Rule No. 7: Public ~~h~~Hearing ~~n~~Notices and ~~n~~Notice of ~~p~~Preliminary Council ~~a~~Agenda.

See OHMC 1.04.020.

Rule No. 8: Minutes (City Clerk).

The Clerk shall keep minutes of all regular and special meetings as part of a correct journal of all proceedings. The Clerk shall assign a number to each ordinance prior to the meeting at which it is to be considered for final passage.

Rule No. 9: Public ~~d~~Discussion.

- (1) No person, not a member of the Council, shall be allowed to address the same while in session without the permission of the presiding officer. A Councilmember who wishes to ask a question of a member of the public shall seek permission from the presiding officer.

The presiding officer shall have the authority to limit the time allowed to address the Council. Disorderly persons, including those who do not abide by the rules established, may be removed from the meeting place at the direction of the presiding officer or a majority of Council. See RCW 9A.84.030 - Disorderly Conduct.

- (2) Council shall provide opportunity to be heard on all agenda items, ordinances, resolutions and matters concerning budget related items. When allowed, audience participation shall usually be limited to a maximum of three minutes per speaker. No speaker shall be allowed to cede his or her time to another speaker.
- (3) On each agenda item after a description of the matter has been made, the Mayor shall ask if there are any questions or comments by citizens in the audience. After discussion by the Council commences, citizen comment should not be permitted except by permission of the Council. See Rule 11.
- (4) Unless approved by the Mayor prior to the speaker beginning to address the Council, no member of the public may utilize an electronic or video device for purposes of his or her presentation to the Council. This restriction shall not apply to any device which is an accommodation for the speaker's disability.

Rule No. 10: Presiding ~~e~~Officer's ~~d~~Duties.

It shall be the duty of the presiding officer of the Council meeting to:

- (1) Call the meeting to order;
- (2) Keep the meeting to its order of business;
- (3) State each motion and require a second, when applicable, to that motion before permitting discussion;
- (4) Handle discussion in an orderly way:
 - (a) Give every Councilmember who wishes an opportunity to speak,
 - (b) Keep all speakers to the rules and to the questions,
 - (c) Give pro and con speakers an equal opportunity to speak;
- (5) Put motions to a vote and announce the outcome;
- (6) Suggest but not make motions for adjournment;
- (7) Call for short recesses up to 15 minutes;

- (8) Appoint committees when authorized by law or Council action.

Rule No. 11: Debate/Discussion.

- (1) Councilmembers may speak more than once on the same subject; provided, further, that after each Councilmember has had an opportunity to speak on a subject at least once, that only a majority of Councilmembers present may close debate. Each Councilmember shall be given an opportunity to speak once before anyone may speak a second time with the Mayor calling on the Councilmembers around the table in turn.
- (2) No Councilmember may speak a second time to a question until every Councilmember choosing to speak has spoken. Each round of debate shall proceed in the same fashion -- i.e., no person shall speak again until all others have been given an opportunity to speak. However, an amendment or any other motion being offered, makes the real question before the assembly a different one, and, in regard to the right to debate, is treated as a new question. The maker of a motion, though he/she can vote against it, should not speak against his/her own motion.
- (3) Unless permitted by a majority, no member may be allowed to speak for more than ten minutes on one agenda item, question or motion.
- (4) When an amendment is pending, the debate must be confined to the merits of the amendment unless it is of such a nature that its decision practically decides the main question.
- (5) Closure of debate.
 - (a) The Mayor may close debate after a call for the question has been made by a Councilmember and no one objects to closure or when all Councilmembers have indicated they have completed their discussion. The Mayor cannot close the debate as long as any Councilmember desires to speak.
 - (b) Council may close debate by motion and call for the question by motion after each Councilmember has had an opportunity to speak at least once. (See Rule 11(1)-2.)
- (6) Discussion may occur on scheduled agenda items without there being a motion made on the matter. Each Councilmember shall be allowed to speak once before a motion is made so that fewer subsidiary motions and votes will be needed to dispose of a matter.
- (7) Councilmembers may bring up new business or ~~old-unfinished~~ business and make inquiries of staff without putting the issue in the form of a motion. When asked by the Mayor or another Councilmember, the Councilmember introducing the matter for discussion may put the issue into the form of a motion.

- (8) Discussion should be addressed to the Mayor.

Rule No. 12: Motions in ~~w~~Writing - When.

The presiding officer and any member of the Council may require a motion to be reduced to writing prior to a vote upon the same. All resolutions and ordinances may be in writing before being adopted. Amendments to an ordinance may be reduced to writing before being voted up.

Rule No. 13: Motions - Priority.

- (1) The following order shall be the order of priority for main and subsidiary motions:
- (a) Adjourn - Recess.
 - (b) Question of privilege.
 - (c) Take from the table.
 - (d) Previous question.
 - (e) Postpone to a set time.
 - (f) Refer to a Committee, Commission or Board.
 - (g) Amend.
 - (h) Main question.
- (2) The main motion is lowest in rank.
- (3) To fix time to adjourn is the highest. When any motion on this list is before the Council, a motion above it on the list is in order, those below it are out of order.
- (4) Priority of incidental motions is as set out in Chapter 5 of the most current edition of THE STANDARD CODE OF PARLIAMENTARY PROCEDURE by Alice Sturgis. (NOTE: Usually, subsidiary motions are permissible to make while considering any other regular business.)

Rule No. 14: Motions.

- (1) Motions shall be clear and concise and not include arguments for the motion within the motion.

- (2) There shall be no discussion of a motion prior to it being seconded other than to clarify the motion language.
- (3) If a motion does not receive a second, it dies. Motions that do not need a second include: nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order, privilege.
- (4) After a motion and a second, the Mayor will state the names of the Councilmembers making the motion and second. The Mayor, the Clerk or the motion maker shall restate the motion prior to debate.
- (5) After a motion has been made and seconded, the Council may discuss their options on the issue prior to the vote. No further citizen comments may be heard when there is a motion and a second on the floor.
- (6) A motion to table is not debatable and shall preclude all amendments or debate of the issue under consideration. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future regular or special meeting at which time discussion will continue; and if an item is tabled, it cannot be reconsidered at the same meeting. A motion to table may not be used to dispose of a quasi-judicial matter.
- (7) A motion to postpone to a certain time is debatable, is amendable, and may be reconsidered at any regular meeting.
- (8) A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting. A motion to amend a motion to amend is permitted but there is no amendment of amendment of an amendment. Only one motion to amend may be on the floor at any one time.
- (9) The City Attorney, or his/her designee, shall provide information to the Mayor or Council concerning questions of interpretations of these policies and procedures and other questions of a parliamentary nature which may arise at a Council meeting. The City Attorney, or his/her designee, or the City Clerk may interrupt proceedings to provide advice concerning conformance with law and procedure.
- (10) All ordinances shall be prepared or reviewed by the City Attorney, or his/her designee, prior to being placed on the agenda. No ordinance shall be prepared for presentation to the Council unless requested by a majority of the City Council, or the Mayor or the City Attorney.

Rule No. 15: Motions - Debatable and Non-debatable.

The following list shows which motions are debatable and which are not:

To fix time to adjourn	Non-debatable
Adjourn - Recess	Non-debatable
Privilege	Non-debatable
Take from table	Debatable
Postpone to a set time.....	Debatable
Previous question	Non-debatable
Refer to a Committee, Commission, Board or Staff.....	Debatable
Amend.....	Debatable
Main question or motion.....	Debatable

Rule No. 16: Motions - 2/3's Vote Required.

Except as provided by state law, only the following motions shall require two-thirds (2/3) vote:

- (1) Suspend rules.
- (2) Previous question unless all members have been allowed to speak at least once in which case only a majority is needed to sustain the previous question.
- (3) Prevent introduction of business.
- (4) Amend these rules during the same meeting the motion to amend these rules is first made.

Rule No. 17: Voting.

- (1) Each Councilmember present must vote on all questions put to the Council, except as to matters with respect to which the Councilman may have a conflict of interest. Votes may be by "aye", "nay" or abstention. Reasons for abstentions shall be explained to the Council. The vote shall include a show of hands. No secret ballots are allowed.
- (2) The Mayor may vote in case of a tie except for the passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money. These matters shall require the affirmative vote of at least a majority of the whole membership of the Council (four Councilmembers).
- (3) When the Council concurs or agrees with an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion.
- (4) Similarly, on matters concerned with the setting of dates for hearings, public meetings, workshops, special meetings for which the Council usually sets the date by formal motion, no formal motion is required, if after the Mayor or a Councilmember suggests a date, there is a consensus by all Councilmembers that the date is acceptable. The Mayor shall summarize the consensus and the matter shall be entered in the record as a Council action by consensus.

Rule No. 18: Adopted Rules of Order.

Chapters 2, 3, 4, 5, 6, 7, 8, 9, 10 and 15 of the most current edition of THE STANDARD CODE OF PARLIAMENTARY PROCEDURE by Alice Sturgis shall govern the deliberations of the Council, except when in conflict with any of the foregoing rules and state law. Other sections of this text may be resorted to when deciding questions not addressed by constitutional or state law, ordinance or these rules but shall not be deemed rules of this Council or binding.

Rule No. 19: Quasi-judicial ~~m~~Matters - Site Visits.

Whenever a quasi-judicial matter pending before the City Council involves a specific site, each member of the Council may visit the site prior to the making of a final decision in order to better understand the evidence to be presented. At the public hearing, Councilmembers shall disclose what information was observed.

Rule No. 19A: Quasi-judicial Procedure - Appearance of Fairness

- (1) Prior to staff presentation of a quasi-judicial matter, Councilmembers shall each determine whether the appearance of fairness doctrine requires that the Councilmember recuse himself or herself from sitting on the quasi-judicial matter.
- (2) If the matter is a land-use decision, the Councilmembers shall identify:
 - If they have any interest in the property or application;
 - If they own property within 300 feet of the subject property;
 - If they stand to gain or lose any financial benefit as a result of the outcome of the hearing;
 - If they have any personal, family or other connection to any party such that their ability to be impartial might be called into question;
 - Whether they can hear and consider the application in a fair and objective manner.
- (3) In non-land use quasi-judicial matters, the Councilmember shall identify:
 - If they stand to gain or lose any financial benefit as a result of the outcome of the hearing;
 - If they have any personal, family or other connection to any party such that their ability to be impartial might be called into question;
 - If there is any reason why they could not be fair and impartial in deciding this matter.
- (4) Upon disclosure of any of the above potential appearance of fairness concerns, the parties and the public shall be given an opportunity to object to any Councilmember sitting on the quasi-judicial matter based on the appearance of fairness doctrine. Failure to object to

a Councilmember sitting on the quasi-judicial matter when offered the opportunity shall constitute a waiver of that objection.

- (5) Councilmembers are encouraged to recuse themselves if they feel there may be an appearance of fairness issue. If an individual Councilmember has determined not to recuse him or herself, the City Council as a whole may, by majority vote, decide that the Councilmember has an appearance of fairness concern which may taint the Council's decision in the pending case and may recuse the Councilmember on those grounds.
- (6) Any Councilmember who recuses him or herself or who is recused shall leave the Council hearing room prior to any testimony or consideration of the quasi-judicial matter.

Rule No. 19B: Quasi-judicial Procedure - Ex Parte Contacts

- (1) *Ex parte* contacts are contacts about the quasi-judicial matter occurring outside of the open public hearing at which it is decided.
- (2) Every Councilmember shall disclose any *ex parte* contacts he or she had and describe them on the record prior to the quasi-judicial hearing.
- (3) Unless the Councilmember feels that the *ex parte* contact(s) have affected his or her ability to be fair, the fact that the Councilmember has had *ex parte* contacts shall not disqualify a Councilmember PROVIDED that the Councilmember discloses those contacts on the record prior to the quasi-judicial hearing.
- (4) In any case in which a Councilmember has disclosed *ex parte* contacts, any party to the quasi-judicial hearing shall be allowed to rebut the substance of the *ex parte* contact(s) either prior to or during the quasi-judicial hearing.

Rule No. 19C: Quasi-judicial Procedure - Testimony

- (1) Testimony may not be taken in closed record land use appeals. The Council's decision must be based on the evidence in the record created by the Planning Commission or Hearing Examiner (as applicable). If the Council determines that additional evidence is needed in such cases, the Council may send the matter back to the Planning Commission or Hearing Examiner (as applicable) to add evidence to the record.
- (2) In other quasi-judicial matters, the Council may take limited additional evidence but is encouraged to rely upon the record already created.
- (3) Prior to giving testimony, all witnesses shall be sworn on oath to testify fully and truthfully:

"I hereby swear or affirm that the testimony I am about to give shall be the truth and the whole truth."

Rule No. 19D: Quasi-judicial Procedure - Advocacy

- (1) Quasi-judicial hearings are intended to be adversarial, that is, to allow competing points of view to be argued by the proponent(s) and any opponent(s). The City Council shall sit as an impartial decision-maker rather than as an advocate for either position.
- (2) The proponent(s) shall speak first and make any arguments in favor of his or her position as "opening argument". Normally, the proponent(s) shall be limited to ten minutes of opening argument.
- (3) The opponent(s) shall speak after the proponent(s). Normally, the opponent(s) shall be limited to ten minutes of responsive argument.
- (4) Because the proponent(s) has the burden of persuasion, the proponent(s) shall be allowed three minutes of rebuttal to the opponent(s)' argument. Rebuttal shall not introduce any new arguments but shall only reply to the arguments of opponent(s).
- (5) The Mayor or the City Council may allow additional time for argument if either determines that the case would be better understood with additional argument.
- (6) After arguments have concluded, the City Council shall ask any questions Councilmembers have of the parties.
- (7) After testimony, argument and Council questioning has concluded, the Council shall deliberate and make its decision in an open public meeting. If an Executive Session is authorized by state law, the council may adjourn to an Executive Session to the extent authorized by state law but shall make its decision in an open public meeting.

Rule No. 20: Requests for aAdditional pPublic hHearings.

Where a public hearing was conducted prior to making a recommendation to the City Council, the City Council may consider holding an additional public hearing.

Rule No. 21: Written mMaterials sSubmitted sSubsequent to pPublic hHearings.

Written materials may be submitted to the City Council following the close of a public hearing when authorized by Council on record.

Rule No. 22: Reconsideration of qQuasi-judicial aActions.

Any request of motion for reconsideration by a proponent or opponent of a quasi-judicial action of the City Council must be made in writing to the City Clerk. A motion to reconsider such action shall be out of order and shall not be acted upon unless made prior to taking up the start of the City Council agenda at the next regular City Council meeting following the meeting at which the action was taken. During the reconsideration period, no ex parte communication shall be made to any City Councilmember concerning the quasi-judicial action. "Action" shall mean the vote of the City Council expressing a decision even though followed at a later date by passage of an ordinance or resolution.

Rule No. 23: Reconsideration of ~~a~~Actions which are not ~~q~~Quasi-judicial.

A member of the Council may request that the Council reconsider a decision on a matter which is not quasi-judicial in nature. A motion to reconsider must be made during the same meeting as the original action was taken.

Rule No. 24: Ratification.

Only one reconsideration motion shall be allowed. Ratification shall be treated as a main motion and shall be for purposes of correcting procedural or substantive concerns and shall relate back to the date or original action unless the Council otherwise provides.

Rule No. 25: Failure to ~~f~~Follow ~~r~~Rules.

- (1) Failure to follow these rules shall not void any action taken by Council.
- (2) A Councilmember feeling a rule is violated may raise a privileged or incidental motion to seek redress before the Council.

Rule No. 26: Interpretation.

~~This Resolution-These Rules~~ shall supercede Resolution Nos. 2000-05, ~~and~~ 2002-13, and 2004-02 concerning Council procedure.

Rule No. 27: Standing Committees.

Pursuant to Ordinance No. 1578, as amended by Ordinance No. 1621, Standing Committees were established to facilitate the legislative functions of the City Council.

- (1) The four committees and their regular meeting dates and locations are:

- (a) Finance – the second Wednesday of the month at City Hall at 3:30 p.m.;
 - (b) Governmental Services – the second Tuesday of the month at City Hall at 3:30 p.m.;
 - (c) Public Safety – the third Thursday of the month at City Hall at 3:30 p.m.;
 - (d) Public Works – the first Thursday of the month at City Hall at 3:30 p.m.
- (2) The standing committee meetings are regular open public meetings of the city council. Any city councilmember may attend any standing committee meeting.
 - (3) The purpose of the standing committees is to receive information for educational purposes or for preparation of matters to come before the city council. No final action shall be taken at a standing committee meeting.
 - (4) Upon recommendation of the mayor, the city council shall assign a chair and two members of the city council to have primary responsibility for each committee annually. There is no quorum requirement for standing committee meetings and while councilmembers assigned to standing committees are encouraged to attend their assigned standing committee meetings, all councilmember absences are excused.
 - (5) Meetings of standing committees should be conducted with a prepared agenda which should be posted on the City’s website at least two (2) business days prior to the meeting.
 - (6) The committee chair may cancel a standing committee meeting at any time. In the event that regular meeting of a standing committee is cancelled, cancellation shall be posted on the door of the location set by this section prior to the regular time of the meeting.

Rule No. 28: Standing Committee Procedures.

- (1) The chair of the standing committee shall preside at standing committee meetings. If the chair is not present, the attending primary committee members shall choose a presiding officer *pro tempore*.
- (2) If a city councilmember wishes to attend a standing committee meeting of a standing committee of which he or she is not a primary member, that city councilmember shall notify the Mayor’s office at least 72 hours prior to the standing committee meeting so that special notice of a city council meeting may be issued.
- (3) If a city councilmember appears for a standing committee meeting without having given the notice required in Paragraph (2) above, the meeting shall be adjourned until special notice can be given.
- (4) The councilmembers assigned to the standing committee as primary members shall be seated at the table or dais. Councilmembers who attend standing committee meetings to

which they are not assigned as primary member shall not sit at the council table or dais but in the seating designated for observers.

- (5) Public comment shall be allowed, unless the chair finds exceptional circumstances exist.

APPENDIX "A"

ORDINANCE NO. 1578
(Amended by Ordinance No. 1664)

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE CHAPTER 1.04 ENTITLED "COUNCIL MEETINGS" TO ESTABLISH STANDING COMMITTEES OF THE COUNCIL, TO SET OUT PROCEDURES FOR STANDING COMMITTEE MEETINGS, TO AMEND THE NOTICE PROVISIONS, TO PROVIDE THAT COUNCIL-INITIATED AGENDA ITEMS SHALL BE STATED IN THE FORM OF A PROPOSED ACTION ITEM, REPEALING OHMC SECTION 1.04.030 AND READOPTING IT AS CHAPTER 1.30 OHMC

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

Section One. The table of contents of Oak Harbor Municipal Code Chapter 1.04 entitled "Council Meetings", last amended by Ord. 1559 in 2009, is hereby amended to read as follows:

**CHAPTER 1.04
COUNCIL MEETINGS**

Sections:

- 1.04.010 Time and place of full council meetings.
- 1.04.015 Standing Committees.
- 1.04.020 Public notice for full council agenda - Introduction of action.

Section Two. Oak Harbor Municipal Code Section 1.04.010 last amended by Ord. 1559 §1 in 2009 is hereby amended to read as follows:

1.04.010 Time and place of full council meetings.

- (1) The full council of the city of Oak Harbor shall meet on the first Tuesday of each month. There shall be a second regular full council meeting each month, except in the months of July and August, on the second Tuesday following the first monthly council meeting.
- (2) If the date of any of the full council meetings above scheduled falls on an official holiday, as set forth in the statutes of the state of Washington, or on a day on which a general election or a primary for a general election is to be conducted or on National Night Out, the regular full council meeting shall be held at the same time on the following day.
- (3) Regular full council meetings will be held at City Hall in the city of Oak Harbor and shall start at 6:00 p.m.

Section Three. A new section 1.04.015 entitled "Standing Committees" is hereby added to Ch. 1.04 OHMC to read as follows:

1.04.015 Standing Committees.

- (1) To facilitate the legislative functions of the city council, there shall be four standing committees of the Oak Harbor City Council:
 - (a) Finance;
 - (b) Governmental Services;
 - (c) Public Safety; and
 - (d) Public Works.
- (2) Each standing committee shall meet in a regular open public meeting of the city council pursuant to the Open Public Meetings Act. The standing committees shall meet on the following dates and times and at the following locations:
 - (a) Finance -- On the second Wednesday of the month at City Hall at 3:30 p.m.;
 - (b) Governmental Services -- On the second Tuesday of the month at City Hall at 3:30 p.m.;
 - (c) Public Safety -- On the third Thursday of the month at City Hall at 3:30 p.m.; and
 - (d) Public Works -- On the first Thursday of the month at City Hall at 3:30 p.m.
- (3) Upon recommendation of the mayor, the city council shall assign a chair and two members of the city council to have primary responsibility for each committee annually.
- (4) Any city councilmember may attend any standing committee meeting and there shall be no quorum requirement for standing committee meetings.
- (5) Councilmembers assigned to standing committees are requested but not required to attend standing committee meetings. All councilmember absences from standing committee meetings are excused.
- (6) The purpose of the standing committees is to receive information for educational purposes or for preparation of matters to come before the city council. No final action shall be taken at a standing committee meeting
- (7) Meetings of standing committees should be conducted with a prepared agenda which should be posted on the City's website at least two (2) business days prior to the meeting.

- (8) The committee chair may cancel a standing committee meeting at any time. In the event that a regular meeting of a standing committee is cancelled, cancellation shall be posted on the door of the location set by this section prior to the regular time of the meeting.

Section Four. Oak Harbor Municipal Code Section 1.04.020, last amended by Ord. 1115 §1 in 1997 is hereby amended to read as follows:

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

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

Nothing in this subsection shall be construed as requiring that only the items identified on the lists described in this subsection may be heard at the full council meeting or that agenda items cannot be deleted from the list. Thus, for example, but not as limitation, emergency matters, parade permit applications, amendments to the budget, and approval of contracts may be added to the agenda after preparation of the agenda is complete.

- (2) An ordinance other than an emergency ordinance, budget amendment, moratorium ordinance or ordinance to be passed after a public hearing shall be introduced at least one full council meeting prior to the one it is considered for passage. After introduction and consideration, the ordinance shall then be continued to a scheduled subsequent full council meeting for additional consideration and for action such as passage, rejection or continuance to another hearing date.

The ordinance may be amended at any time prior to passage including at the time of introduction before the council. Amendment of a proposed ordinance shall not mandate delay of passage of the ordinance.

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

- (b) Directions to staff to prepare documents or reports or both for consideration; or
- (c) Scheduling of meetings.

Section Five. Oak Harbor Municipal Code Section 1.04.030, adopted by Ordinance 1110 §1 in 1997, is hereby repealed.

Section Six. A new Chapter 1.30 entitled "Sale or Exchange of Real Property" is hereby added to the Oak Harbor Municipal Code to read as follows:

CHAPTER 1.30

SALE OR EXCHANGE OF REAL PROPERTY

Sections:

1.30.010 Requirements for sale or other disposition of City real property.

1.30.010 Requirements for sale or other disposition of City real property.

- (1) No real property of the city shall be sold, released, leased, demised, traded, exchanged or otherwise disposed of unless the same is authorized by the city council after public hearing. Notice of such public hearing shall be given by publication of the notice in the city's official newspaper at least ten (10) days prior to the hearing. Developed city park property shall not be disposed of in any manner without citizen approval in an election.
- (2) The preferred timing for such a hearing is before the property is listed for sale, release, lease, demise, trade, exchange or other disposition. It is, however, recognized that this may not be possible especially in the case where there is litigation pending on the property in question.
- (3) A SEPA analysis shall be done on such proposed action and available for public review at least ten (10) days prior to the hearing.
- (4) The mayor shall forward to the city council a report on alternatives to the proposed action with the agenda.
- (5) Nothing herein shall be construed as preventing the city from holding an executive session in accordance with Chapter 42.17 RCW as now in effect or hereafter amended.
- (6) This section shall not apply to rental of property on a month-to-month basis or the rental of space at the marina done in the normal course of business for storage.

Section Seven. 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 Eight. Effective Date. This Ordinance shall be in full force and effect five days after publication.

PASSED by the City Council this 15th day of June, 2010.

APPROVED by its Mayor this 21st day of June, 2010.

THE CITY OF OAK HARBOR

Attest:

/s/ Jim Slowik

Mayor

/s/ Connie Wheeler

City Clerk

Approved as to Form:

/s/ Margery Hite

City Attorney

Published: June 19, 2010

APPENDIX "B"

ORDINANCE NO. 1664

(insert Ordinance following adoption)

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

Bill No. 6.b.
Date: September 3, 2013
Subject: Ordinance 1667

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

The purpose of the agenda bill is to consider proposed Ordinance 1667 amending Section 2.33.010 of the Oak Harbor Municipal Code to incorporate legislation relating to membership on City disability boards.

SUMMARY STATEMENT

Senate Bill 5220 was enacted by the 2013 Legislature and amended RCW 41.26.110 relating to membership on city disability boards and became effective July 28, 2013. Proposed Ordinance 1667 provides language clarifying the composition of the board if there are either no firefighters or law enforcement officers under the jurisdiction of the board eligible to vote. The ordinance also contains some housekeeping language.

At the workshop meeting of August 28, the Mayor appointed two Councilmembers to serve on the City's Disability Board. When the election to fill the two board positions held by active or retired law enforcement officers is certified, a preliminary meeting will be scheduled to choose the fifth citizen member of the board. All board members will serve two year terms.

RECOMMENDED ACTION

That Council adopt Ordinance 1667

ATTACHMENTS

Draft Ordinance 1667

ORDINANCE NO. 1667

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING SECTION 2.33.010 OF THE OAK HARBOR MUNICIPAL CODE RELATING TO COMPOSITION OF THE DISABILITY BOARD

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

Section One. Section 2.33.010, Authorized – Composition – Terms – Reimbursement for Travel Expenses - Duties, of the Oak Harbor Municipal Code be, and the same hereby is amended to read as follows:

2.33.010 Authorized – Composition – Terms – Reimbursement for travel expenses – Duties.

(1) There is hereby established under Chapter 41.26 RCW, as now in effect or as hereafter amended, a disability board having jurisdiction over all claims for disability by members employed by said cities and composed of the following five members:

(a) Two members of the city council to be appointed by the mayor;

(b) One active or retired firefighter ~~to be elected by the firefighters~~ employed by or retired from the city to be elected by the firefighters employed by or retired from the city who are subject to the jurisdiction of the board, and all of whom are members of the LEOFF I retirement plan;

(c) One active or retired law enforcement officer ~~to be elected by the LEOFF I law enforcement officers~~ employed by or retired from the city to be elected by the law enforcement officers employed by or retired from the city who are subject to the jurisdiction of the board; and

(d) One member from the public at large who resides within the city to be appointed by the other four members ~~heretofore~~-designated in this subsection.

~~Retired members who are subject to the jurisdiction of the board have both the right to elect and the right to be elected under this section.~~ Only those active or retired firefighters and law enforcement officers who are subject to the jurisdiction of the board have the right to elect under this section. All firefighters and law enforcement officers employed by or retired from the city are eligible for election. Each of the elected members shall serve a two-year term.

If there are either no firefighters or law enforcement officers under the jurisdiction of the board eligible to vote, a second eligible employee representative shall be elected by the law enforcement officers or firefighters eligible to vote.

The members appointed pursuant to this subsection shall serve for two-year terms.

(2) The city disability board shall not receive compensation for their service upon the board, but said members shall be reimbursed by the city for all expenses incidental to such service to the amount authorized by law.

(3) The disability board established by this section shall perform all functions, exercise all powers, and make all such determinations as specified in Chapter 41.26 RCW, as now in effect or as hereafter amended. (Ord 1667 § 1, 2013; Ord. 1398 § 1, 2004; Ord. 1105 § 2, 1997).

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

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

PASSED by the City Council this 3rd day of September 2013.

CITY OF OAK HARBOR

Scott Dudley, Mayor

Attest:

Valerie J. Loffler, City Clerk

Approved as to form:

Grant Weed, Interim City Attorney

City of Oak Harbor City Council Agenda Bill

Bill No. 6.c.(1)
Date: September 3, 2013
Subject: Medical Marijuana
Moratorium

FROM: Steve Powers *ESP*
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents an ordinance adopting a six month moratorium on the creation of medical marijuana collective gardens.

FISCAL IMPACT DESCRIPTION

Funds Required: N/A

Appropriation Source: N/A

SUMMARY STATEMENT

The Washington State Legislature, during its 2011 Legislative Session, adopted Engrossed Second Substitute Bill 5073 (“E2SSB 5073”), which was adopted with a partial veto of the Governor, became effective July 22, 2011, and amended RCW 69.51A and renamed the Medical Use of Marijuana Act to the “Washington State Medical Use of Cannabis Act.” RCW 69.51A.085 now provides that qualifying patients may create and participate in collective gardens for the purpose of producing, processing, transporting and delivering cannabis for medical use subject to compliance with specific statutory conditions.

RCW 69.51A.140 provides that pursuant to their general zoning and police powers, cities are authorized to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements and business taxes on the production, processing or dispensing of cannabis or cannabis products. The City’s current zoning and licensing regulations do not adequately address the location, use or regulations of collective gardens, as they are intended to be authorized under RCW 69.51A.085. As part of the process for the adoption of zoning regulations, the land use impacts of medical marijuana or cannabis collective gardens, dispensaries, processing facilities and production facilities must be identified.

City of Oak Harbor City Council Agenda Bill

At this time the City of Oak Harbor does not have specific regulations addressing the facilities or uses allowed under RCW 69.51A, other than the requirement for a general business license. The City needs time to study the secondary land use impacts of these marijuana uses and the various development standards that should be considered to mitigate these impacts before adoption of any regulatory ordinance or issuance of any business license. To respond to this situation, staff recommends the City Council impose a moratorium to preserve the status quo as necessary, until the City can study, draft, hold public hearings and adopt the appropriate land use and/or licensing regulations to address these new uses.

RCW 36.70A.390 allows cities to adopt a moratorium without first conducting a public hearing so long as one is conducted within 60 days of the adoption of the moratorium. Findings of fact justifying the moratorium must be adopted by the City Council. The moratorium may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium may be renewed for one or more six-month periods if a subsequent public hearing is held and additional findings of fact are adopted.

The attached ordinance (Ordinance No. 1666) provides additional detail on issues related to medical marijuana collective gardens and the adoption of moratoria. If adopted by the City Council it would impose a six month moratorium on the establishment and operation of medical marijuana collective gardens, and set the required public hearing date for October 1, 2013.

RECOMMENDED ACTION

Adopt Ordinance No. 1666

ATTACHMENTS

Ordinance No. 1666

**CITY OF OAK HARBOR
OAK HARBOR, WASHINGTON**

ORDINANCE NO. 1666

AN INTERIM ORDINANCE OF THE CITY OF OAK HARBOR, WASHINGTON, ADOPTING A MORATORIUM ON THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARIES, COLLECTIVE GARDENS AND THE LICENSING AND PERMITTING THEREOF; DEFINING “MEDICAL MARIJUANA DISPENSARY”; PROVIDING FOR A PUBLIC HEARING; REFERRING THE MATTER TO THE PLANNING COMMISSION FOR REVIEW; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING THAT THE MORATORIUM, UNLESS EXTENDED, WILL SUNSET WITHIN SIX (6) MONTHS OF THE DATE OF ADOPTION.

WHEREAS, Initiative Measure No. 692, approved November 3, 1998, created an affirmative defense for “qualifying patients” to the charge of possession of marijuana; and

WHEREAS, the initiative and current Chapter 69.51A RCW are clear that nothing in its provisions are to be “construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana for non-medical purposes”; and

WHEREAS, the Washington State Department of Health opines that it is “not legal to buy or sell” medical marijuana and further opines that “the law [Chapter 69.51.A RCW] does not allow dispensaries”, leaving enforcement to local officials; and

WHEREAS, the City Council finds that the sale of marijuana, no matter how designated by dispensaries, is prohibited by federal and state law; and

WHEREAS, ESSB 5073 – Chapter 181, Laws of 2011 (“the bill”) was adopted with a partial veto of the Governor becomes effective July 22, 2011; and

WHEREAS, Section 404 of the bill effectively eliminates medical marijuana dispensaries as a legally viable model of operation under State law; and

WHEREAS, Section 403 of the bill provides that qualifying patients may create and participate in collective gardens for the purpose of producing, processing, transporting and delivering cannabis for medical use subject to compliance with specific statutory conditions; and

WHEREAS, the City acknowledges the right of qualified health care professionals to prescribe the medical use of marijuana as well as the right of patients to designate a “designated

provider” who can “provide” rather than sell marijuana to “only one patient at any one time”;
and

WHEREAS, the City Council finds that the secondary impacts associated with marijuana dispensaries, and collective gardens include but are not limited to the invasion of the business, burglary and robbery associated with the cash and drugs maintained on the site; and

WHEREAS, pursuant to Section 1102 of the bill and under their general zoning and police powers cities are authorized to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements and business taxes on the production, processing or dispensing of cannabis or cannabis products; and

WHEREAS, a public hearing will be held on October 1, 2013 at 6:00 p.m. before Oak Harbor City Council;

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

Section 1. Pursuant to the provisions of RCW 36.70A.390, a zoning moratorium is hereby enacted in the City of Oak Harbor prohibiting licensing, permitting, establishment, maintenance or continuation of any use consisting of or including the sale, provision and/or dispensing of medical marijuana to more than one person, the establishment of a medical marijuana dispensary or creation of or participation in a “collective garden” as referenced and defined in Section 403 of ESSB 5073 – Chapter 181, Laws of 2011.

Section 2. “Medical marijuana dispensary” is hereby defined as any person, business, corporation, partnership, joint venture, organization, association and/or other entity which: 1) sells, provides and/or otherwise dispenses marijuana to more than one “qualifying patient” in any thirty (30) day period or to any person who does not meet the definition of “qualifying patient” under the terms of Chapter 69.51A RCW , and/or 2) maintains and/or possesses more than one sixty-day supply of marijuana for one qualifying patient at any time. The receipt of cash or other legal tender in exchange for, contemporaneously with or immediately following the delivery of marijuana to a qualifying patient shall be presumed to be a sale. Any person, business, corporation, partnership, joint venture, organization, association and/ or entity which sells, provides and/or otherwise dispenses marijuana to more than one qualifying patient in any sixty (60) day period should be presumed to be a “medical marijuana dispensary.”

Section 3. Medical marijuana dispensaries and collective gardens are hereby designated as prohibited uses in the City of Oak Harbor, in accordance with the provisions of RCW 35A.82.020 and OHMC Title 19, OHMC Chapter 18.20, and/or OHMC Chapter 5.03, no business license, permit, zoning or development approval shall be issued to be a medical marijuana dispensary or collective garden.

Section 4. This ordinance shall be referred to the Oak Harbor Planning Commission for its review and recommendation for potential inclusion in the zoning and/or business and tax ordinances of the City of Oak Harbor.

Section 5. Ordinance to be Transmitted to Department. Pursuant to RCW 36.70A.106, a copy of this interim ordinance shall be transmitted to the Washington State Department of Commerce.

Section 6. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title, PROVIDED, HOWEVER, that unless extended by the act of the Oak Harbor City Council, this ordinance shall automatically expire six (6) months following its adoption.

PASSED by the City Council and APPROVED by the Mayor this 3rd day of September 2013.

CITY OF OAK HARBOR

By: _____
Scott Dudley, Mayor

ATTEST/AUTHENTICATED:

By: _____
Valerie J. Loffler, City Clerk

APPROVED AS TO FORM:

By: _____
Grant K. Weed, City Attorney

Date of Publication:

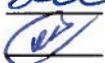
Effective Date:

City of Oak Harbor City Council Agenda Bill

Bill No. 6.c.(2)
Date: September 3, 2013
Subject: Initiative 502 Moratorium

FROM: Steve Powers *RSP*
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents an ordinance adopting a six month moratorium on activities purported to be legalized by the approval of Initiative Measure No. 502 (I-502) by the voters of Washington State.

FISCAL IMPACT DESCRIPTION

Funds Required: N/A

Appropriation Source: N/A

SUMMARY STATEMENT

Initiative Measure No. 502 (I-502) was approved by Washington State votes on November 6, 2012. Its passage purported to legalize the production, sale and use of marijuana products purchased from State licensed stores for adults age twenty-one and over. The new law assigns the Washington State Liquor Control Board the responsibility for developing the State rules that will govern these activities. The Board expects to have the rules in place November 16, 2013¹ and to accept license applications from November 18-December 18, 2013.

I-502 establishes certain limitations on the Washington State Liquor Control Board's issuance of licenses for any premises that are within 1,000 feet of the perimeter of the grounds of any elementary school or secondary school, playground, recreation facility, child care center, public park, public transit center or library, or any game arcade, admission to which is not restricted to persons aged twenty-one (21) years or older. The State's licensing regulations however will not address local zoning and other land use related issues.

¹ State law requires the rules be in place by December 1, 2013.

City of Oak Harbor City Council Agenda Bill

At this time the City of Oak Harbor does not have specific regulations addressing the facilities or uses identified in I-502, other than the requirement for a general business license. In fact the uses described in I-502 have never been allowed in any state or city in the United States, and the City needs time to study the secondary land use impacts of these marijuana uses and the various development standards that should be considered to mitigate these impacts before adoption of any regulatory ordinance or issuance of any business license. To respond to this situation, staff recommends the City Council impose a moratorium to preserve the status quo as necessary, until the State Liquor Control Board definitively acts to establish a final and complete set of rules for the licensing of all of the new marijuana facilities and uses identified in I-502, and until the City can study, draft, hold public hearings and adopt the appropriate land use and/or licensing regulations to address these new uses.

RCW 36.70A.390 allows cities to adopt a moratorium without first conducting a public hearing so long as one is conducted within 60 days of the adoption of the moratorium. Findings of fact justifying the moratorium must be adopted by the City Council. The moratorium may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium may be renewed for one or more six-month periods if a subsequent public hearing is held and additional findings of fact are adopted.

The attached ordinance (Ordinance No. 1665) provides additional detail on issues related to I-502 and the adoption of moratoria. If adopted by the City Council it would impose a six month moratorium on the establishment and operation of businesses and other activities related to the sale of marijuana and marijuana products, and set the required public hearing date for October 1, 2013.

RECOMMENDED ACTION

Adopt Ordinance No. 1665

ATTACHMENTS

Ordinance No. 1665

**CITY OF OAK HARBOR
Oak Harbor, Washington**

ORDINANCE 1665

AN ORDINANCE OF THE CITY OF OAK HARBOR, WASHINGTON, ADOPTING A SIX (6) MONTH MORATORIUM WITHIN THE CITY OF OAK HARBOR ON THE ESTABLISHMENT, SITING, LOCATION, PERMITTING, LICENSING OR OPERATION OF MARIJUANA CULTIVATION, PRODUCTION OF MARIJUANA DERIVATIVES, AND THE SALE OF MARIJUANA OR MARIJUANA DERIVATIVES OR ANY OTHER ACTIVITIES ASSERTED TO BE AUTHORIZED OR ACTUALLY AUTHORIZED UNDER WASHINGTON STATE INITIATIVE NO. 502 OR ANY OTHER LAWS OF THE STATE OF WASHINGTON AND SETTING A DATE FOR A PUBLIC HEARING ON THE MORATORIUM, ADOPTING A WORK PLAN, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Initiative Measure No. 502 (I-502), approved by the voters of Washington state on November 6, 2012, purports to legalize the production, sale and use of marijuana products purchased from State licensed stores for adults age twenty-one (21) and over; and

WHEREAS, I-502 Section 1 (3) authorizes the state liquor control board to regulate and tax marijuana for persons twenty-one (21) years of age and older, and add a new threshold for driving under the influence of marijuana; and

WHEREAS, I-502 Section 4 (1) allows the Washington State Liquor Control Board to license marijuana to process, package and label usable marijuana and marijuana-infused products for sale at wholesale to marijuana retailer;

WHEREAS, I-502 Section 4 (3) allows the Washington State Liquor Control Board to license marijuana retailers to sell usable marijuana and marijuana-infused products at retail in retail outlets; and

WHEREAS, I-502 Section 6 (7) states that before the Washington State Liquor Control Board issues a new or renewed license to an applicant, it must give notice of the application to the chief executive officer of the incorporated city, and the city has the right to file its written objection to such licenses within 20 days after transmittal of the notice of application, but the Board makes the final decision whether to issue a license; and

WHEREAS, I-502 Section 6(8) establishes certain limitations on the Washington State Liquor Control Board's issuance of licenses for any premises that are within 1,000 feet of the perimeter of the grounds of any elementary school or secondary school, playground, recreation

facility, child care center, public park, public transit center or library, or any game arcade, admission to which is not restricted to persons aged twenty-one (21) years or older; and

WHEREAS, I-502 Section 9 contemplates that the Washington State Liquor Control Board will adopt rules to implement the provisions of I-502, which includes the equipment and management of retail outlets and premises where marijuana is produced and processed, and the inspection of same; methods of producing, processing, and packaging the marijuana and marijuana products; security requirements at such establishments; retail outlet locations and hours of operation; labeling requirements and restrictions on advertising of such products; licensing and licensing renewal rules; the manner and method to be used by licensees to transport and deliver marijuana and marijuana products (among other things); and

WHEREAS, I-502 Section 10 contemplates that the Washington State Liquor Control Board will adopt procedures and criteria by December 1, 2013 for issuing licenses to produce, process and sell marijuana (among other things) and

WHEREAS, I-502 Section 13 limits the number of retail outlets to be licensed in each county, for the purpose of making useable marijuana and marijuana-infused products available for sale to adults twenty-one (21) years of age or over; and

WHEREAS, I-502 decriminalizes, for purposes of state law, the production, manufacture, processing, packaging, delivery, distribution, sale or possession of marijuana, as long as such activities are in compliance with I-502; and

WHEREAS, at this point in time, the City of Oak Harbor does not have specific regulations addressing the facilities or uses identified in I-502, other than the requirement for a general business license; and

WHEREAS, I-502 prohibits anyone from engaging in the activities identified in I-502 without first obtaining a license from the Washington State Liquor Control Board; and

WHEREAS, the uses described in I-502 have never been allowed in any state or city in the United States, and the City needs time to study the secondary land use impacts of these marijuana uses and the various development standards that should be considered to mitigate these impacts before adoption of any regulatory ordinance or issuance of any business license; and

WHEREAS, the Oak Harbor City Council hereby finds that a moratorium to preserve the status quo is necessary, until the State Liquor Control Board definitively acts to establish a final and complete set of rules for the licensing of all of the new marijuana facilities and uses identified in I-502, and until the City can study, draft, hold public hearings and adopt the appropriate land use and/or licensing regulations to address these new uses; and

WHEREAS, RCW 36.70A.390 authorizes the City Council to adopt an immediate moratorium for a period of up to six months if a public hearing on the proposal is held within at least sixty days of its adoption; and

WHEREAS, the City Council desires to impose an immediate six month moratorium on the acceptance of any development permit application or business license or occupancy permit or application for the siting, location or operation of any marijuana processor, marijuana producer, or marijuana retailer; and

WHEREAS, RCW 69.51A.140 authorizes cities to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements, and business taxes pertaining to the production, processing, or dispensing of marijuana or marijuana products within their jurisdiction; and

WHEREAS, RCW 36.70A.390 provides that, "A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, interim zoning map, interim zoning ordinance, or interim official control, shall hold a public hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal"; and

WHEREAS, RCW 35.63.200 provides a similar process as described above for adopting and extending land use moratoriums; and

WHEREAS, moratoriums enacted under RCW 36.70A.390 and/or RCW 35.63.200 are methods by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, the Oak Harbor Municipal Code does not currently have specific provisions addressing licensing, producing, processing or retailing of recreational marijuana; and

WHEREAS, in conformity with the responsibilities of the City of Oak Harbor to meet public health, safety and welfare requirements and provide zoning and land use regulations pursuant to state law, and the City's authority to regulate land use activity within its corporate limits, the City intends to develop appropriate public health, safety and welfare requirements and zoning and land use regulations for the establishment of facilities producing, processing and retailing of recreational marijuana; and

WHEREAS, the City Council has determined it needs additional time to conduct appropriate research to analyze the effects of the pending rules and regulations to be established by the Washington State Liquor Control Board pursuant to I-502; and

WHEREAS, a moratorium will provide the City with additional time to review and amend its public health, safety and welfare requirements and zoning and land use regulations related to the establishment of facilities producing, processing and retailing recreational marijuana as authorized by I-502; and

WHEREAS, the City Council concludes that the City does have authority to establish a moratorium and that the City must adopt a moratorium concerning the filing, acceptance, and processing of new land use applications or licensing or occupancy permit for the establishment of, or operation of, any facility, building or premises used for the production, processing or retailing of recreational marijuana, to protect the health, safety and welfare of the citizens of Oak Harbor; and

WHEREAS, in addition, the cultivation, possession or distribution of cannabis marijuana, and marijuana products has been and continues to be a violation of federal law through the Controlled Substances Act (“CSA”); and

WHEREAS, the activities purported to be legalized under Initiative Measure No. 502 remain violations of federal law through the Controlled Substances Act, and the United States Supreme Court in Gonzales v. Raich, 545 U.S. 1, (2005) which held that the CSA’s categorical prohibition of the manufacture and possession of marijuana as applied to the intrastate manufacture and possession of marijuana for medical purposes superseded a conflicting California State law; and

WHEREAS, two U.S. Attorneys (Federal Department of Justice) situated in Washington have gone on record stating that marijuana is a Schedule I controlled substance under federal law, and as such, growing, distributing and possessing marijuana in any capacity other than as part of a federally authorized research program is a violation of federal law, regardless of state laws permitting such activities, and also concluded publicly that local governmental employees who conducted marijuana regulatory activities under Washington State law are subject to prosecution under the CSA; and

WHEREAS, in 2012, the Board of Clark County Washington Commissioners requested a determination from the federal government whether such enforcement efforts would extend to local government activities implementing Washington state laws on marijuana, where those laws conflict with the CSA, and the responsive letter from Joseph T. Rannazzisi, Deputy Assistant Administrator, Office of Division Control, U.S. Department of Justice, Drug Enforcement Administration, states that anyone who knowingly carries out the marijuana activities contemplated by Washington state law which are inconsistent with the CSA, as well as anyone who facilitates such activities, or conspires to commit such violations of the CSA, is subject to criminal prosecution as provided in the CSA, including both local elected officials and local government staff; and

WHEREAS, the recently approved Initiative Measure No. 502 does not appear to change the basis for the analysis by the U.S. Attorneys, and any State or local officials who undertake marijuana regulatory activities remain subject to federal prosecution; and

WHEREAS, because prior to the passage of Initiative Measure No. 502, the possession or distribution of marijuana was a violation of both the Washington Uniform Controlled Substances Act and a violation of the federal CSA, the City has not studied or implemented zoning for uses involving the production or distribution of marijuana; and

WHEREAS, the City requires time to conduct appropriate research to understand the extent and validity of the changes provided in the new law to analyze impacts and potential liabilities under federal law and to determine an appropriate regulatory framework for the uses and activities that are allowed under Initiative Measure No. 502; and

WHEREAS, in addition to the legal issues, the City must study, without limitation, the impacts of the location of uses and facilities for the production, sale and use of marijuana products and the siting of marijuana cultivation facilities, facilities for the creation of marijuana products, and State licensed marijuana stores in commercial and residential zones, as well as impacts arising from the proximity of these uses, activities and facilities to schools, day cares, parks, religious and cultural facilities, and accordingly the City Council finds that a zoning, licensing and permitting moratorium should be established pending local review of appropriate locations and design requirements of these operations and impacts of the newly amended law and its interaction with federal law; and

WHEREAS, the City Council adopts the foregoing as its findings of facts justifying the adoption of this ordinance;

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

Section 1. Preliminary Findings.

The recitals and findings set forth above are hereby adopted as the City Council preliminary findings in support of the moratorium imposed by this ordinance in compliance with RCW 36.70A.390 and RCW 35.63.200. The City Council may in its discretion adopt additional findings at the conclusion of the public hearing referenced in Section 6 below.

Section 2. Moratorium Imposed.

Pursuant to Washington State law, a moratorium is hereby enacted prohibiting within the City of Oak Harbor the establishment, siting, location, operation, licensing, or maintenance of facilities, structures, businesses or any other activities involving the production, sale and use of marijuana and marijuana products asserted to be authorized or actually authorized under Washington State Initiative No. 502 or any other laws of the state of Washington (Marijuana Business). No building permit, occupancy permit, or other development permit or approval shall be issued for any of the purposes or activities listed above and no business license shall be granted or accepted while this moratorium is in effect. Any land use permits, business licenses, or other permits for any of these operations that are issued as a result of error or by use of vague or deceptive

descriptions in any license or development application during the moratorium are null and void and without legal force or effect.

Section 3. Definition of Marijuana Use.

As used in this ordinance the following list of terms shall have the meaning set forth below:

Marijuana Definitions.

"Marijuana Use" includes any store, agency, organization, dispensary, cooperative, network consultation, operation, or other business entity, group or person, no matter how described or defined, including any associated premises and equipment which has for its purpose or which is used to grow, select, measure, process, package, label, deliver, dispense, sell or otherwise transfer for consideration, or otherwise, marijuana in any form.

"Cannabis or Marijuana" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin. For the purposes of this Ordinance, "cannabis" or "marijuana" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

"Marijuana processor" means a person licensed by the State Liquor Control Board to process marijuana into useable marijuana and marijuana-infused products, package and label usable marijuana and marijuana-infused products for sale in retail outlets, and sell usable marijuana and marijuana-infused products as wholesale to marijuana retailers.

"Marijuana producer" means a person licensed by the State Liquor Control Board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

"Marijuana-infused products" means products that contain marijuana or marijuana extracts and are intended for human use. The term "marijuana infused products" does not include useable marijuana.

"Marijuana retailer" means a person licensed by the State Liquor Control Board to sell usable marijuana and marijuana-infused products in a retail outlet.

"Retail outlet" means a location licensed by the State Liquor Control Board for the retail sale of useable marijuana and marijuana-infused products.

"Usable marijuana" means dried marijuana flowers. The term "usable marijuana" does not include marijuana-infused products.

Section 4. No Nonconforming Uses.

No use that constitutes or purports to be a Marijuana Use as that term is defined in this ordinance that was engaged in that activity prior to the enactment of this ordinance shall be deemed to have been a legally established use under the provisions of the Oak Harbor Municipal Code and that use shall not be entitled to claim legal nonconforming status.

Section 5. Effective Period for Moratorium.

The moratorium set forth in this ordinance shall be in effect for a period of six (6) months from the date this ordinance is passed and shall automatically expire at the conclusion of that six (6) month period unless the same is extended by the City as provided in State law or unless terminated sooner by ordinance.

Section 6. Public Hearing.

The City Council will hold a public hearing at the regular City Council meeting of October 1, 2013 at 6:00 p.m. or as soon thereafter as the business of the City Council shall permit and which date is no more than sixty (60) days after the date of adoption herein in order to take public testimony and to consider adopting further findings.

Section 7. Study of Issues.

The City Administrator and other responsible staff are hereby authorized to study and address issues related to determining the legality of Marijuana Uses as defined herein, including but not limited to review of the pending dispute between State and federal law enforcement authorities regarding the legality of Marijuana Uses under any circumstances and notwithstanding the adoption of Initiative Measure No. 502. In the event that such uses are ultimately determined to be legal, the work program should also develop appropriate land use regulations pursuant to the newly amended law, for review and recommendation for inclusion in the zoning regulations or other provisions of the Oak Harbor Municipal Code, including business licensing and other regulations for review for inclusion in the Oak Harbor Municipal Code.

Section 8. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 9. Effective Date.

This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title, PROVIDED, HOWEVER, that unless extended by the act of the Oak Harbor City Council, this ordinance shall automatically expire six (6) months following its adoption.

PASSED by the City Council and APPROVED by the Mayor this 3rd day of September 2013.

CITY OF OAK HARBOR

By _____
Scott Dudley, Mayor

ATTEST:

By _____
Valerie J. Loffler, City Clerk

Approved as to form:

By _____
Grant Weed, City Attorney

Date of Publication: _____

Effective Date : _____

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

Bill No. 9.a- 9.b.
Date: September 3, 2013
Subject: ERCI Professional Services
Contract ~On call~Amendment 1

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to authorize the Mayor to sign Amendment No. 1 to the professional services agreement with Equinox Research and Consulting International (ERCI) for on-call archaeology services.

FISCAL IMPACT DESCRIPTION

Funds Required: \$41,055.00 Appropriation Source: Various

SUMMARY STATEMENT

On June 16, 2011, the City of Oak Harbor inadvertently discovered human remains while reconstructing SE Pioneer Way. Since that time, city staff has been working diligently to better protect cultural resources in our city.

Over the past two years, we have implemented several new policies to help care for our valued resources. The new policies can be broken into training, evaluation and monitoring. The first task is to train our staff in ways to better identify cultural material. In order to do this, we have implemented a regular training schedule for city employees and hope to extend the training to contractors and the public as we move forward. The second task is to evaluate projects for cultural resources. Since public works projects often require excavation, we have implemented an program where all public works excavations are cleared with the City Engineer. Projects in sensitive areas are reviewed by ERCI to determine if extra measures are necessary. If the area is of greater concern, the excavation is monitored by an archaeologist or recommended for a permit from DAHP.

In October 2012, the Mayor signed a contract with ERCI to provide these services on a time and materials basis, not to exceed \$9,944. We have found the services provided by ERCI to be very useful. This agenda bill seeks to continue this arrangement by increasing the contract amount to \$50,999.00 to retain ERCI's services until December 31, 2013.

The proposed scope of services is based on one archaeologist working strictly for the City of Oak Harbor for three days per week until the end of the year.

Staff recommends approval of Contract Amendment No. 1 to the Professional Services Agreement with Equinox Research and Consulting International (ERCI) in the amount of \$50,999.00.

RECOMMENDED ACTION

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Equinox Research and Consulting International (ERCI) for on-call archaeological services and increasing the not to exceed contract amount by \$41,055.00, from \$9,944 to \$50,999.00

ATTACHMENTS

Professional Services Contract Amendment No. 1
Scope of Services
Professional Services Contract – October 16, 2012

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 16th day of October, 2012, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and Equinox Research & Cons Int, Inc., hereinafter referred to as the "SERVICE PROVIDER".

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

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

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

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

1. Scope of Services.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.

The Project shall begin on October 16, 2012 and shall be completed no later than December 31, 2013, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

- 3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.
- 3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.
- 3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows: Time and Materials not to exceed **\$9,944.00**

4. Reports and Inspections.

4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

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

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

6. Service Provider Employees/agents.

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

7. Hold Harmless/Indemnification.

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

8. Insurance.

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

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

- 8.2 Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:
- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident.
 - b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate.
 - c. Professional Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.
- 8.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
- a. The SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.
 - b. The SERVICE PROVIDER'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- 8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 8.5 Verification of Coverage. SERVICE PROVIDER shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER before commencement of the work.

9. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. Compliance with Laws.

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

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

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

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

11.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against

discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

12.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. Maintenance and Inspection of Records.

14.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

15. Other Provisions.

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

16. Termination.

16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving at least thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the City shall pay the SERVICE PROVIDER for all services provided under this Agreement through the date of termination.

16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.

17. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

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

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

CITY:

SERVICE PROVIDER:

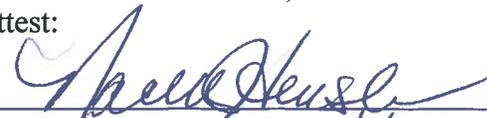
CITY OF OAK HARBOR
865 SE Barrington Drive
Oak Harbor, WA 98277

Equinox Research & Consulting International, Inc.
41507 South Skagit Highway
Concrete, WA 98237



Scott Dudley, Mayor



Attest:


Connie Wheeler, City Clerk *Interim*
Nocelle J. Henslein



41507 South Skagit Hwy Concrete, WA 98237 Tel.360-826-4930 Fax. 360-826-4830 www.equinoxerci.com

Oct 2, 2012

Joe Stowell
City of Oak Harbor Public Works
1400 NE 16th Avenue
Oak Harbor, WA 98277

Re: On-call services-Archaeologist-City of Oak Harbor

Dear Mr. Stowell:

Thank you for the considering Equinox Research and Consulting International Inc. (ERC I) for your cultural resource management needs. ERC I provides a full service cultural resource management program and we look forward to providing you timely and professional fieldwork and reporting.

Section 106 of the National Historic Preservation Act (NHPA), SEPA and Executive Order 05-05 requires agencies to consider the effects of their actions on historic properties and to consult with others in carrying out historic preservation activities. The State of Washington also has a series of RCWs and associated WACs concerning cultural resources that we are guided by. In providing cultural resource management services for clients, Equinox Research and Consulting International Inc. (ERC I) works in accordance with all applicable laws and regulations.

We are providing this scope and budget for on call archaeological services.

Scope

- Assist in developing a Unanticipated Discoveries Protocol (UDP) for the City
- Carry out a staff training to help manage cultural resources and use the UDP
- Provide emergency on-call services to the City and provide the associated reporting for these services; this includes archeological site inventory forms, but not Historic Property Inventory Forms.
- Assisting in the identification and coordination of human remains.

Qualifications:

- Experience working in Puget Sound and on projects associated with public works systems and infrastructure.
- Principal investigator meets the Secretary of Interior's professional qualification standards for archaeology
- Expertise on prehistoric and historic archaeology of Western Washington

- Experience in Executive Order 05-05 and NHPA Section 106 work and in working with additional state laws related to historic preservation and human remains.
- Positive working relationship with federally recognized Tribes in and adjacent to the project area and experience in tribal consultation.
- Experience in processes that balance competing resource needs
- Strong record of completing work on time within budget

The following estimate covers the identification and evaluation for historic properties in this project area. The following costs are not included in this estimate:

- Costs associated with completing Historic Property Inventory Forms (HPIFs) for any buildings older than 50 years
- Costs associated with developing any additional agreements, plans, protocols, or permits should they be required for these services.

The team at ERCI is comprised of individuals with strong personal research specialties who pride themselves on efficiency, performance and integrity. We provide the highest quality product in a timely fashion. Please check out our web site for additional details www.equinoxercic.com

Thank you for the opportunity to provide excellent heritage planning services for the City of Oak Harbor.

Regards,



Kelly R. Bush
Equinox Research and Consulting International Inc. (ERCI)

Description	Units	Rate/HR	Sub Total
Project Orientation, meetings and project management	4.00	143.25	573.00
Archival background research	0.00	97.75	0.00
Coordinate with governments of affected Tribes regarding cultural resource issues including the cultural heritage value of sites within the vicinity of the Area of Potential Effect (APE).	0.00	143.25	0.00
Determine eligibility of identified historic properties for listing in the National Register of Historic Places.	3.00	143.75	431.25
Consider the effects of Project alternatives on all cultural resources and provide recommendations about how to avoid, minimize, or mitigate the adverse effect.	5.00	143.75	718.75
Consultation with SHPO and agencies	2.00	143.25	286.50
Develop UDP	2.00	143.25	286.50
Document control, transcriptions, site forms	12.00	63.75	765.00

Complete HPIF for existing building	0.00	143.25	0.00
Report editing	2.00	143.25	286.50
Report writing	16.00	97.75	1,564.00
Report Production	3.00	63.75	191.25
Report printing and postage	6.00	23.00	138.00
Graphics, layout	10.00	97.75	977.50
SUB TOTAL			6,218.25
Field Work: Survey, identification and evaluation of historic properties within the APE.			
DESCRIPTION	Units	Rates Daily	Sub Total
Principal Investigator	0.00	143.75	0.00
Senior Archaeologist - on call field services	30.00	97.75	2932.50
Senior Archaeologist-UDP training	3.00	97.75	293.25
Travel (1 hours R/T per person per day)	8.00	34.50	276.00
Mileage (112 miles/vehicle/day from office -12 from Oak Harbor)	400.00	0.56	224.00
SUB TOTAL			3,725.75
GRAND TOTAL			9,944.00

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

Bill No. 9.b-- 9.c.
Date: September 3, 2013
Subject: North Reservoir - Puget Sound
Energy Purchase Order

**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 recommends authorizing the issue of a purchase order in the amount of \$107,486.09 to Puget Sound Energy for installation of new electric power facilities necessary to extend the electric utility to the North Reservoir Site.

FISCAL IMPACT DESCRIPTION

Funds Required: \$107,486.09
Appropriation Source: Water Fund 401

SUMMARY STATEMENT

Installation of new electric utility facilities necessary to provide electric power to the North Reservoir site was included in the construction contract awarded to Veterans Northwest Construction, LLC for building the North Reservoir. It is the policy of PSE to: 1) contract directly for installing new electric power infrastructure and; 2) require pre-payment in full from private entities prior to proceeding with the work. Veterans Northwest Construction requested that the City of Oak Harbor assist, if possible, with contracting with PSE because of the difficulties of providing advance payment in full. PSE will allow public agencies like Oak Harbor to issue a purchase order for the necessary facilities and pay upon delivery of labor and materials. Veterans Northwest Construction has agreed to omit Bid Item A-20 *Primary Power Service* from the contract in return for the city purchasing the PSE installation directly. The Contract price for Bid Item A-20 is \$120,000. The savings from purchasing directly from PSE is \$12,513.91.

Construction Contingency:

Most construction projects involve change orders and modifications to the contract plans. Delays in processing change order requests can result in additional costs. To minimize the possibility of delays and the resulting claims, staff requests that the City Engineer be authorized to administratively approve up to \$5,000 approximately 5% of the purchase order amount, for changes.

PREVIOUS COUNCIL ACTIONS

May 7, 2013 – City Council authorized award of the construction contract to Veterans Northwest Construction to build the North Reservoir.

RECOMMENDED ACTION

- 1) Authorize the Mayor to sign a purchase order to Puget Sound Energy in the amount of \$107,486.09 for extending electric power facilities to the North Reservoir site.
- 2) Authorize the City Engineer to administratively approve changes to the Purchase Order totaling not more than \$5,000.

ATTACHMENTS

- Purchase Order
- PSE Order No. 105070021



City of Oak Harbor

865 SE Barrington Drive
 Oak Harbor, WA 98277
 360.279.4500 Fax 360.679.3902

PURCHASE ORDER

Requisition or PO Number: **8773**

The above number must appear on all related correspondence, shipping papers, and invoices:

Requesting Department:

- | | | |
|---|--|---|
| <input type="checkbox"/> Administration | <input type="checkbox"/> Legal | <input checked="" type="checkbox"/> Engineering |
| <input type="checkbox"/> Finance | <input type="checkbox"/> Planning | <input type="checkbox"/> Marina |
| <input type="checkbox"/> Building | <input type="checkbox"/> Senior Center | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Police | <input checked="" type="checkbox"/> Public Works | |

Check here if this order has already been given to the supplier.

Suggested Source:
 Puget Sound Energy
 360 N Oak Harbor St
 Oak Harbor WA 98277

Ship To:
 City of Oak Harbor Public Works
 1400 NE 16th Avenue
 Oak Harbor, WA 98277

Attention: Javier Valdez

Attention: Arnie Peterschmidt

REQUEST DATE	REQUISITIONER	PHONE	DATE REQUIRED	TERMS
3-Sep-13	Arnold Peterschmidt	360-279-4525	1-Oct-13	Paid on Delivery

ITEM NUMBER OR DESCRIPTION	BARS LINE ITEM	QTY	UNIT PRICE	EXTENDED PRICE
Primary Power Service to 910 NW Gun Club Road, PSE Order No. 105070021	401.00.534.000.4700	1	\$ 107,489.09	\$ 107,489.09
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

COMMENTS:

- Please send two copies of your invoice, to the billing address.
- Include the Purchase Order number on the packing slip.
- Include the Requisitioner's Name on the package shipping label.
- Ship the product to the shipping address not the billing address.
- Please notify us immediately if you are unable to ship as specified.

Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

SHIPPING	\$ -
OTHER	\$ -
SUBTOTAL	\$ 107,489.09
SALES TAX	\$ -
TOTAL	\$ 107,489.09

 Approving Signature Date



July 15, 2013

Mr. Joe Stowell
City Of Oak Harbor
865 SE Barrington Dr
Oak Harbor, WA. 98277

Re: Customer Agreement for Commercial Line Extensions
PSE order No. 105070021

Dear Mr. Stowell,

In accordance with Puget Sound Energy's (PSE) Tariff G, Rate Schedule 85 "Line Extensions", on file with the Washington Utilities & Transportation Commission, this agreement confirms our intention to provide electrical service to your project at Gun Club Rd, Oak Harbor, WA. 98277 per the attached PSE design drawing. The delivery voltage of this electrical service is 277/480 volts.

This cost information is valid for 90 days from the date of this letter, and is subject to being updated after that time. The payment of the total amount due and the return of signed documents as noted elsewhere in this letter is required prior to commencing our work.

Please make checks payable to Puget Sound Energy and return to address listed below:

360 N Oak Harbor St.
Oak Harbor, WA. 98277
Attn: Javier Valdez

The cost for this work is determined as follows:

Estimated Normal Construction Cost including transformation		\$107,308.40	
Less: Applicable Margin Allowance	-	\$0.00	
Total line extension charge	=	\$107,308.40	(1)
Other charges- Relocation/removal of existing facilities		\$177.69	
Dedicated facilities	+	\$0.00	
Total Other charges	=	\$177.69	(2)
Total amount due under this letter		\$107,486.09	(1 + 2)

Charges for permanent electric service line connections for your project are not included in the above charges. To order these services and obtain costs, please contact PSE at 888-321-7779 after electrical inspections have been approved. These additional charges will be billed after installation in accordance with Rate Schedule 85. These charges also do not include permitting fees or trenching and other excavation related work that is your responsibility.

Charges relating to your PSE-provided street lighting system in this project are not included in the above prices, and will come to you from PSE's IntoLight department under separate letter. Charges relating to Rate Schedule 73 "Conversion to Underground Service for Customers other than Government Entities" will be addressed under separate letter. This cost information reflects the work being performed during normal working hours. These charges do not include permitting fees or trenching and other excavation-related work that is your responsibility to provide.

Please review the attachments provided. The Excavation Requirements & Final Grade Certification must be signed by the project owner or designee, and returned to me along with a signed copy of this letter prior to the start of construction. The work sketch document shows the proposed design, including the location of permanent, aboveground electrical facilities required to provide electrical service to your project. Fault current information for transformers associated with your project are noted on the work sketch drawing. Please notify me immediately if you believe there are conflicts between PSE's design and your project. Additional construction-related information and information on metering and service entrance requirements is provided in PSE's Electric Service Handbook for commercial projects. If you do not have one of these handbooks, and would like one, please contact me. It is your responsibility to provide your project manager, site superintendent, and subcontractors with any relevant information from this correspondence, it's attachments, and PSE's Handbook that applies to their work.

Refunds associated with the line extension charge may be available for additional permanent service hook-ups not initially considered that are made within five (5) years of the date on which the electric distribution facilities installed for this project are initially energized. If no Margin Allowance has initially been provided, or if your Margin Allowance exceeds \$75,000, PSE agrees to calculate and refund the Margin Allowance, subject to Schedule 85, two (2) years after the line extension is energized. Customers are responsible for making all refund requests. A refund may be requested one (1) time within six (6) years of the date on which the distribution facilities are initially energized. Your refund request should be directed to PSE's Customer Accounting Coordinators at 253-476-6335 or 253-476-6440. You will find it useful to retain this letter to use as a reference when making your refund request.

All costs and refunds are in accordance with PSE's Rate Schedule 85, and any discrepancies between this letter and the Rate Schedule will be resolved in favor of the Rate Schedule. Rate Schedule 85 contains more detailed information covering costs, refunds, rights, and obligations than is reflected in this letter. The entirety of Rate Schedule 85 may be viewed at PSE's website www.pse.com under the "Inside PSE" heading.

Projects developed by Limited-Liability Companies (LLC's) are required to provide contact information for all managing members in addition to a copy of your Master Business Application. This information too, must be provided prior to commencing construction on your project.

Thank you for the opportunity to provide electrical service to your project. PSE will use reasonable diligence in commencing this work, but we will not be liable for any delays resulting from circumstances beyond our control, including but not limited to failure to receive necessary Operating Rights. If you have any questions, please call Javier Valdez at (360) 661-3876.

Sincerely,



James Poitras
Engineering Supervisor
Potelco, Inc.

I have read and agree to the terms and conditions outlined in this agreement and it's attachments.

OWNER OR OWNER DESIGNEE'S SIGNATURE

PRINT NAME

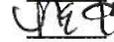
DATE

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

Bill No. ~~9.c.~~ 9. d.
Date: September 3, 2013
Subject: Transportation Improvement
Board Arterial Preservation
Program Grant Application

**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 present a proposal to apply for grant funding from the Transportation Improvement Board and the Skagit-Island Regional Transportation Organization for a pavement overlay of NW Heller Street.

FISCAL IMPACT DESCRIPTION

Funds Required: _____ \$0
Appropriation Source: _____

SUMMARY STATEMENT

Heller Street is an important arterial street in the Oak Harbor transportation system. While the street surface remains in serviceable condition the pavement is wearing and developing some cracks. Overlaying streets when the street surface begins to wear and crack but prior to pavement failure is more economical than waiting until the pavement has failed and the street surface requires reconstruction.

State and Federal transportation funding agencies have recently implemented new programs or modified existing programs to help fund local street maintenance. Oak Harbor is eligible for receiving funds from two of these sources, the federal Surface Transportation Program (STP-R) and the Washington State Transportation Improvement Board (TIB) Arterial Preservation Program. Oak Harbor is preparing to apply for grant funds from these programs to finance resurfacing of NW Heller Street. A call for projects to apply for STP-R funds is anticipated in September. It is anticipated that approximately \$200,000 will be available for overlays in Island County in this cycle. The NW Heller Street overlay is expected to be a competitive project for receiving funds.

The Washington State Transportation Improvement Board (TIB) is an independent state agency, created by the Legislature that distributes and manages street construction and maintenance grants to 320 cities and urban counties throughout Washington State.

The TIB has implemented an Arterial Preservation Program to fund maintenance of federally classified in cities with a population greater than 5,000 and assessed valuation less than \$2 billion. Oak Harbor fits the criteria and is eligible to receive funds from this source. Funding from the Arterial Preservation Program is targeted for road maintenance state wide. There is 7-million dollars in this funding cycle.

Staff has prepared an application to the TIB Arterial Preservation Program in the amount of \$150,000 for providing an overlay of NW Heller Street from the intersection with West Whidbey Ave north to a point approximately 300 feet south of the Crosby Ave intersection.

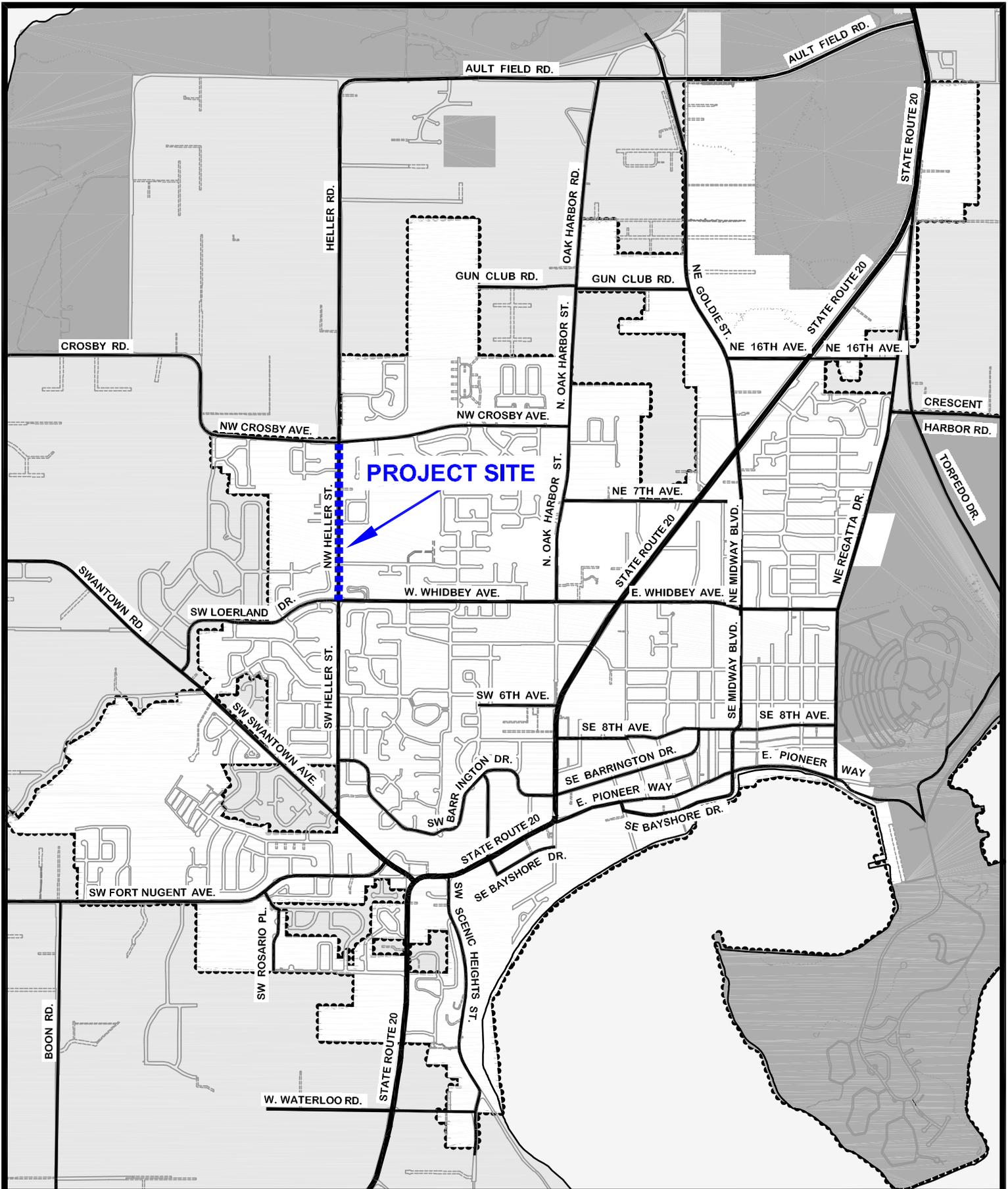
The overlay project would provide a new surface coat of asphalt over the entire street, new paint stripes, and new sidewalk curb ramps that meet the current standards of the Americans with Disabilities Act. The Engineer's Estimate of Cost for the project is \$324,925.

RECOMMENDED ACTION

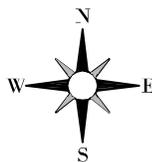
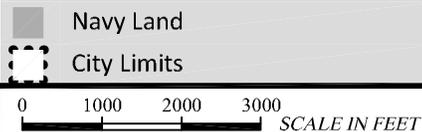
A motion to authorize the Mayor to sign a grant funding applications for overlay of NW Heller Street to the Transportation Improvement Board Arterial Preservation Program.

ATTACHMENTS

Vicinity Map
Engineers Estimate
TIB Arterial Preservation Program Application



LEGEND



NW HELLER ST.
VICINITY MAP



ENGINEERS ESTIMATE FOR NW HELLER STREET OVERLAY WEST WHIDBEY AVE TO NW CROSBY AVE

August-13

STREET	LENGTH (FT)	ROAD WIDTH (FT)	OVERLAY WIDTH (FT)	OVERLAY AREA (FT^2)	OVERLAY THICKNESS (FT)	PRE-LEVEL ASPHALT (% OVERLAY)	ASPHALT (TONS)	COST EST.
S. side Whidbey intersection to NW 2nd Ave	767	37	37	28,379	0.20	15%	483	\$ 48,349.41
Added area, left turn lane area				1,908	0.15	15%	24	\$ 2,438.00
Heller St, NW 2nd to NW 5th	780	38	38	29,640	0.15	15%	379	\$ 37,873.33
Added area, left turn lane & lane tapers				878	0.15	15%	11	\$ 1,121.89
Heller St, NW 5th to NW Crosby	1236	33	33	40,788	0.15	15%	521	\$ 52,118.00
Added area: Turn lanes and tapers				7,315	0.15	15%	93	\$ 9,346.94
SUBTOTAL							1512	\$ 151,248

SIDE STREET JOINTS	STREET WIDTH (FT)	MILLED WIDTH (FT)	MILLED AREA (SQ YD)	COST/SQ	COST EST.
Whidbey Ave	100	6	67	10.00	667
NW 2nd	162	6	108	10.00	1,080
Wildcat Stadium access	59	6	39	10.00	393
NW 5th - NW Lanteen	175	6	117	10.00	1,167
NW 7th	57	6	38	10.00	380
NW 8th	90	6	60	10.00	600
NW Crosby	211	6	141	10.00	1,407
SUB-TOTAL					\$5,027

MILLING ALONG EX. CURB & GUTTER	PLANNED LENGTH (FT)	WIDTH (FT)	AREA (SQ YD)	COST/SQ	COST EST.
W. side N. of Whidbey	653	6	435	10.00	4,353
E. side N. of Whidbey	364	6	243	10.00	2,427
E. side N. of NW 2nd	582	6	388	10.00	3,880
W. side @ NW 5th	211	6	141	10.00	1,407
E. side approach to Crosby	250	6	167	10.00	1,667
Curb @ SW, NW, & NE corners @ Crosby	120	6	80	10.00	800
SUBTOTAL			775		\$14,533

UTILITY IRON ADJUSTMENT	Each	Count	Cost Est
VALVE BOX		420	9 3,780
MANHOLE		625	6 3,750
SUBTOTAL			\$ 7,530

PAINT LINES	WIDTH (IN)	LENGTH (FT)	COST/FT	COST EST.
FOG LINE	4	4,000	0.30	1,200
SKIP STRIPE	4	362	0.30	109
CROSS WALK LINE (PLASTIC)	24	144	6.00	864
STOP LINE (PLASTIC)	12	145	9.00	1,305
SOLID LANE LINE	4	2,000	0.30	600
SUBTOTAL				\$ 4,078

ARROWS	COUNT (EA)	COST/EA	COST EST.
SINGLE DIRECTION ARROW	7	110	770
THRU & TURN ARROW COMBINATION	0	150	-
SUBTOTAL			\$ 770

CURB RAMP REPLACEMENT	CURB & GUTTER COUNT (EA)	SQ YDS	COST/SQ	COST EST
W. WHIDBEY AVE	8	5.5	160	7,040
NW 2ND	2	5.5	160	1,760
NW LANTEEN - NW 5TH AVE	4	5.5	160	3,520
NW 8TH	2	5.5	160	1,760
SUBTOTAL				\$ 14,080

TRAFFIC SIGNAL LOOPS	COUNT (EA)	COST/EA	COST EST.
HELLER - WHIDBEY	8	1,000	8,000
HELLER - CROSBY	0	1,000	-
IRWL REPLACEMENT @ NW 2ND	6	1,500	9,000
SUBTOTAL			\$ 17,000

SUBTOTAL	214,265.17
MOBILIZATION (5% OF COST)	10,713.26
TEMPORARY TRAFFIC CONTROL (8% OF COST)	17,141.21
CONTINGENCY (10%)	24,211.96
CONSTRUCTION ESTIMATE	\$266,331.61

DESIGN	31,959.79
CONSTRUCTION MANAGEMENT	26,633.16

TOTAL PROJECT COST ESTIMATE	\$324,924.57
------------------------------------	---------------------

PREPARED BY ARNOLD PETERSCHMIDT, P.E.



2013 Arterial Preservation Funding Application

for Arterial Preservation Program (APP)

Mail your signed application and required attachments to the TIB Office no later than **August 23, 2013**.

The mailing address for the TIB Office: Post Office Box 40901 ❖ Olympia WA 98504-0901

For assistance contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via email at GregA@tib.wa.gov

Agency Name	<u>OAK HARBOR</u>	Legislative District(s)	<u>10</u>
Arterial Names	<u>Heller Street</u>	Congressional District(s)	<u>2</u>
Length in feet	<u>2,785 Feet</u>	Find Legislative or Congressional District	
Agency Contact	<u>Arnold Peterschmidt</u>	Phone Number	<u>360 279-4525</u>
Email Address	<u>apeterschmidt@oakharbor.org</u>		

ELIGIBLE FACILITIES

- ♦Urban federally functionally classified streets except state highways
- ♦Sidewalk ramps within the project limits must be brought to current standards

APPLICATION ATTACHMENTS

Include the following attachments with your application

- Written documentation from provider (if applicable)
- Street map indicating the requested segments.
- Agency official must sign application
- Segment Detail worksheet
- Signed engineer's estimate showing a cost breakdown for each segment
- Letter of commitment from funding partner(s)

PROJECT SCHEDULE

Enter target or actual dates

	Date
Start Design Engineering	<u>Nov 2013</u>
Contract Advertisement	<u>Jun 2014</u>
Contract Completion	<u>Sep 2014</u>

ECONOMY OF SCALE INFORMATION

Briefly describe how you propose to gain economy of scale in the space provided below.

Island County has an annual overlay program in which the County invites cities and towns in Island County to participate. The City and County implement a reimbursement agreement for the costs of the City overlay and the County incorporates the City project into the County overlay contract. The coordination of City and County overlay projects provides economy of scale to both agencies. Oak Harbor would join the Island County 2014 Overlay Project for overlay of NW Heller Street to gain economy of scale for both projects.

PROJECT FUNDING

TIB Fund Distribution

Is TIB funding distributed proportionally through the project phases? YES

Enter Requested Total TIB Funds \$ 150,000

Maximum TIB Ratio **85.0%**

Enter the Total Project Costs to the nearest dollar in cells F40 to F43

	Total Project	TIB Funds	Local Funds
Design Engineering	31,960.00	14,754	17,206
Construction Engineering	26,633	12,295	14,338
Construction Other	0	0	
Construction Contract	\$ 266,332.00	122,951	143,381
TOTALS	324,925	150,000	174,925
Noneligible Engineering Engineering exceeding 30% of construction costs is not eligible for TIB reimbursement			0
Other Noneligible Costs (i.e. landscaping , utility undergrounding, sound walls)			
TOTAL ELIGIBLE COST			324,925
TIB Matching Ratio Total TIB Funds/Total Eligible Cost			46%

FUNDING PARTNERS

Source	Public or Private	Commitment Letter or Status	Amount
OAK HARBOR	Public	Non committed	0
STP-R	Public	No	174,925
TOTAL			174,925
Local funds are correct			

CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

Agency Official Signature

Date Signed

Printed or Typed Name & Title

