



CITY COUNCIL AGENDA

Council Chambers, 865 SE Barrington Drive

September 20, 2016

6:00 PM

CALL TO ORDER

Invocation - Led by Michael Hurley of Life Church

Pledge of Allegiance - Led by Mayor Severns

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- a. Proclamations
- b. Honors & Recognitions
- c. Community Presentations
 - i. Garry Oak Society Presentation - Laura Renninger, President

3. CITIZEN COMMENT PERIOD

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

4. CONSENT AGENDA

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

Consent Items

- a. Approve Minutes of the September 6, 2016 Regular Meeting, and September 12, 2016 Special Workshop Meeting
- b. Ordinance No. 1779: Park Board Code Amendment concerning Ex-Officio Membership and Board Duties
- c. NE 7th Avenue Improvement – Authorization to Submit Grant Application
- d. Approval of Payroll and Accounts Payable Vouchers

- e. Resolution 16-08: Sole Source-Roll Carts
- f. Resolution 16-10: Sole Source-Camera Van Components
- g. Approve the Chief of Police Employment Contract with Kevin Dresker
- h. Authorize Interlocal Facility Use (Lease) Agreement with ICOM

5. MAYOR, COUNCIL & STAFF COMMENTS

- a. Mayor
- b. Councilmembers

- c. City Administrator
 - i. Clean Water Facility Project Update

6. PUBLIC HEARINGS & MEETINGS

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

- a. Ordinance No. 1781 - Park Board Recommendation to Amend OHMC 16.12.080 relating to the Sale of Alcohol in Parks

7. ORDINANCES & RESOLUTIONS

- a. None

8. CONTRACTS & AGREEMENTS

- a. None

9. OTHER ITEMS FOR CONSIDERATION

- a. None

10. REPORTS & DISCUSSION ITEMS

- a. None

ADJOURN

11. EXECUTIVE SESSION

- a. None

City of Oak Harbor
City Council Agenda Bill

Bill No. 4. a.
Date: September 20, 2016
Subject: Approve Minutes of the
September 6, 2016 Regular
Meeting, and September 12,
2016 Special Workshop
Meeting

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Approve the Minutes from the September 6, 2016 Regular Session and the September 12, 2016 Special Session meeting as presented.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [09/06/2016 Regular Session Minutes](#)
2. [09/12/2016 Special Meeting Minutes](#)

Oak Harbor City Council
Regular Meeting Minutes
September 6, 2016

CALL TO ORDER

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

ROLL CALL

City Council Present:

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

Staff Present:

City Administrator Dr. Merriman
City Attorney Nikki Esparza
Finance Director Patricia Soule
Public Works Director Cathy Rosen
Development Services Director Steve Powers
City Engineer Joe Stowell
Project Engineer Brett Arvidson
Project Engineer Arnie Peterschmidt
Senior Planner Dennis Lefevre
Chief of Fire Ray Merrill
Interim Police Administrator Terry Gallagher
Deputy City Clerk Nicole Tesch

INVOCATION/ PLEDGE OF ALLEGIANCE

Mia Wallgren, Practitioner of Christian Science Church, provided the invocation and then Mayor Severns led the pledge of allegiance.

EXCUSE ABSENT COUNCILMEMBERS

Motion: Councilmember Almberg moved to excuse Councilmember Hizon. Motion seconded by Councilmember Campbell, unanimously approved.

1. APPROVAL OF AGENDA

Motion: Councilmember Servatius moved to approve the Agenda as presented, seconded by Councilmember Munns, unanimously approved.

2. PRESENTATIONS

2.b.i Senior Center - Celebrating 30 Years

Senior Center Administrator Mary Anderson presented history of the past 30 years of the Oak Harbor Senior Center.

2.b.ii National Fire Certification to Paul Schroer

Fire Chief Ray Merrill awarded Paul Schroer with the National Fire Certification.

Mayor Severns requested a 5 minute recess at 6:15 p.m. to congratulate Mr. Schroer on his accomplishment. The meeting reconvened at 6:20 p.m.

2.c.i 2015 Annual Police Department Report

Terry Gallagher, Interim Police Chief, introduced the 2015 Annual Police Department Report.

3. CITIZEN COMMENT PERIOD

Mayor Severns opened the Citizen Comment Period at 6:23 p.m.

Citizens Speaking

- Lynn Murphy, Puget Sound Energy
- Joe Coomer

After public comments were given, the comment period was closed at 6:30 p.m.

4. CONSENT AGENDA

- a. Minutes of the Regular City Council Meeting held on August 3, 2016 and Special Workshop on August 24, 2016
- b. Approval of Accounts Payable and Check Numbers
- c. Appointment: Lodging Tax Advisory Committee, Collector 3 – Ashlie Bird
- d. Reappointment: Planning Commission, Position 2 – Bruce Freeman
- e. Reappointment: Planning Commission, Position 3 – Cecil Pierce
- f. Resolution 16-26: Island Regional Transportation Planning Organization (Island RTPO) and Authorization to enter into Interlocal Agreement
- g. Authorize Agreement with Tim Shelley, Jr. for Videographer Services
- h. Skagit Valley College Interlocal Agreement, Amendment No. 1 – HVAC Replacement
- i. Purchase Authorization – Jail Van Replacement (Price Change)
- j. Public Defense Services – New Procedure for Conflict Attorneys

Councilmember Campbell requested pull item H for clarification.

- h. Skagit Valley College Interlocal Agreement, Amendment No. 1 – HVAC Replacement

Adoption of Consent Agenda

Mayor Severns: If there are no objections, the Consent Agenda items will be adopted as presented. There were no objections.

5. STAFF, MAYOR & COUNCIL COMMENTS

5.a Mayor

Mayor Severns noted that the City Council had been “rocked” by Whidbey Island Rocks.

Mayor Severns complimented the efforts of volunteers, staff, and performers at the Oak Harbor Music Festival event took place this past weekend.

An evaluation of the Mayors performance has been completed by City Council has been completed. To obtain a copy, please request from the Mayor's assistant Deanna Emery.

Mayor Severns inquired if any Councilmembers were interested in serving on the NW Clean Air Agency Board of Directors.

5.b Councilmembers

Mayor Pro-Tem Paggao, Councilmember Campbell, Councilmember Munns, Councilmember AlMBERG, Councilmember Wasinger, and Councilmember Servatius provided their respective comments and announcements.

5.c City Administrator

Dr. Merriman provided the Council with a Human Resources Recruitment Dashboard to keep Council apprised of hiring and application statuses.

Dr. Merriman then provided an update on the 2017 Whidbey Island Marathon. A few weeks ago, the City solicited a Request for Proposals for the 2017 Race Director and received five (5) proposals as a result. The proposal was awarded to Orswell.

5.c.i Clean Water Facility Project Update by City Staff

City Engineer Joe Stowell presented the Clean Water Facility Update.

6. PUBLIC HEARINGS & MEETINGS

6.a Ordinance No. 1782: Code Amendments to OHMC 21.20.080 and 21.40.020 for Time Extensions for Filing of Final Plat and Vesting Periods for Final Plats

Senior Planner Cac Kamak provided the staff report and recommends approval.

Mayor Severns opened the Public Hearing at 7:21 p.m. There being no comments, Mayor Severns closed the Public Hearing at 7:21 p.m.

Ordinance No. 1782: Code Amendments to OHMC 21.20.080 and 21.40.020 for Time Extensions for Filing of Final Plat and Vesting Periods for Final Plats

Motion: Councilmember Sevatius moved to adopt Ordinance No. 1782 approving the code amendments to OHMC 21.20.080 and 21.40.020 (to extend the time period for construction after preliminary plat approval, the time period for filing final plats, and the vesting periods for final plats) to be in conformance with RCW 58.17.140 and RCW 58.17.170. The motion was seconded by Councilmember Wasinger, unanimously approved.

6.b Ordinance No. 1783: Budget Amendment – Skagit Valley College/Sno-Isle Library HVAC

Patricia Soule, Finance Director, provided the staff report.

Mayor Severns opened the Public Hearing at 7:26 p.m. There being no comments, Mayor Severns closed the Public Hearing at 7:26 p.m.

Ordinance No. 1783: Budget Amendment – Skagit Valley College/Sno-Isle Library HVAC

Motion: Councilmember Campbell moved to adopt Ordinance No. 1782. The motion was seconded by Councilmember Servatius, unanimously approved.

7. ORDINANCES & RESOLUTIONS

None.

8. CONTRACTS & AGREEMENTS

8.a Hoffman Construction, GMP No. 8 – Concrete Self-Performance No. 2

City Engineer Joe Stowell provided the staff report.

Mayor Severns opened the comment period at 7:43 p.m. There being no public comment Mayor Severns closed public comment 7:43 p.m.

Hoffman Construction, GMP No. 8 – Concrete Self-Performance No. 2

Motion: Councilmember Munns moved to authorize the Mayor to sign Amendment No. 7 to the Professional Services Agreement with Equinox Research Consulting International (ERCI) for Archaeological Services related to the new wastewater treatment plant in the amount of \$253,240.00, increasing the total contract amount from \$604,969.10 to \$858,209.10. The motion was seconded by Mayor Pro-Tem Paggao, unanimously approved.

8.b ERCI Amendment No. 7 for Archaeology Services on the Clean Water Facility

City Engineer Joe Stowell provided the staff report.

Mayor Severns opened the comment period at 8:03 p.m. There being no public comment Mayor Severns closed public comment 8:03 p.m.

ERCI Amendment No. 7 for Archaeology Services on the Clean Water Facility

Motion: Councilmember Servatius moved to authorize the Mayor to sign Contract Amendment No. 15 with Carollo Engineers in the amount of \$40,215, increasing the total contract amount from \$16,772,927 to \$16,813,142. The motion was seconded by Councilmember Munns, unanimously approved.

8.c Carollo Engineering, Amendment No. 15 for Engineering Services on the Clean Water Facility

City Engineer Joe Stowell provided the staff report.

Mayor Severns opened the comment period at 8:18 p.m. There being no public comment Mayor Severns closed public comment 8:18 p.m.

Carollo Engineering, Amendment No. 15 for Engineering Services on the Clean Water Facility

Motion: Councilmember Wasinger moved to authorize the Mayor to sign AIA Document A133 – 2009 Exhibit A (GMP #8) in the amount of \$10,824,756 plus Sales Tax (\$941,754) with Hoffman Construction for Self-Perform Concrete Work for Buildings 20 and 30, and Miscellaneous. The motion was seconded by Councilmember Munns, unanimously approved.

9. OTHER ITEMS FOR CONSIDERATION

None.

10. REPORTS & DISCUSSION ITEMS

10.a Mandatory Council Review of LTAC Membership – OHMC 2.66.030

City Administrator Dr. Merriman presented the staff report.

Mayor Severns opened the comment period at 8:39 p.m. There being no public comment Mayor Severns closed public comment 8:39 p.m.

No Action was taken.

10.b 2017 LTAC 2% Grant Program Referral to Council – 45 day period

City Administrator Dr. Merriman presented the staff report.

Mayor Severns opened the comment period at 8:44 p.m. There being no public comment Mayor Severns closed public comment 8:44 p.m.

2017 LTAC 2% Grant Program Referral to Council – 45 day period

Motion: Councilmember Servatius moved to refer potential changes in the use of Lodging tax (2%) funds to the Lodging Tax Advisory Committee for the total allocated amount of \$250,000 for review and comment, seconded by Councilmember Munns.

ADJOURN

Motion: Councilmember Servatius moved to adjourn, seconded by Mayor Pro Tem Paggao, unanimously approved.

Meeting adjourned at 8:52 p.m.

Nicole Tesch, Deputy City Clerk

Oak Harbor City Council
Special Workshop Meeting Minutes
September 12, 2016

CALL TO ORDER

Mayor Severns called the meeting to order at 3:00 p.m.

ROLL CALL

City Council Present:

Mayor Bob Severns
Mayor Pro Tem Danny Paggao
Councilmember Joel Servatius

Councilmember Erica Wasinger
Councilmember Rick Almberg
Councilmember Jim Campbell
Councilmember Beth Munns

Staff Present:

City Administrator Doug Merriman
City Attorney Nikki Esparza
Development Services Director Steve Powers
Finance Director Patricia Soule
Public Works Director Cathy Rosen
City Engineer Joe Stowell
Project Engineer Brett Arvidson
Senior Planner Dennis Lefevre
Civil Engineer Brad Gluth
Deputy City Clerk Nicole Tesch

Councilmember Hizon was absent.

1. **NPDES Phase II (storm water) permit requirement to amend the Oak Harbor Municipal Code to make the use of low impact development (LID) mandatory in development projects**
 - a. City's efforts to date to meet the permit requirements
 - b. Challenges associated with this project
 - c. Next steps in process

ADJOURN

The meeting adjourned at 4:47 p.m.

Nicole Tesch, Deputy City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.b
Date: September 20, 2016
Subject: Ordinance No. 1779: Park
Board Code Amendment
concerning Ex-Officio
Membership and Board Duties

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Approve Ordinance 1779

BACKGROUND / SUMMARY INFORMATION

Chapter 2.30 of the Oak Harbor Municipal Code was last updated over twenty years ago. Portions of the chapter have remained unchanged for forty years. This ordinance is intended to make the ex-officio member term consistent with other member terms and to remove certain responsibilities from the park board that are properly within the responsibilities of City employees.

Attached is an ordinance in legislative draft format that highlights these updates and a clean copy of the ordinance.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

None

ATTACHMENTS

1. [OHMC 2.30 Amendment](#)
2. [Ordinance 1779 Clean Version](#)

ORDINANCE NO. 1779

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING CHAPTER 2.30 OF THE OAK HARBOR MUNICIPAL CODE ENTITLED "PARK BOARD"

WHEREAS, Chapter 2.30 of the Oak Harbor Municipal Code has not been updated since 1995; and

WHEREAS, currently, the ex-officio member of the Park Board serves a one year term; and

WHEREAS, to ensure continuity and consistency, a three year term for the ex-officio member is preferred; and

WHEREAS, certain responsibilities assigned to the Park Board in the 1960s and 1970s are not appropriately within the jurisdiction of the Board and are the responsibility of City employees; and

WHEREAS, an amendment is necessary to correct the outdated code.

NOW, THEREFORE,

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

Section One. Oak Harbor Municipal Code Chapter 2.30 entitled "Park Board" last amended by Ordinance No. 237 (1967), Ordinance No. 527 (1978), and Ordinance No. 1002 (1995) is hereby amended to read as follows:

**Chapter 2.30
PARK BOARD**

Sections:

- 2.30.010 Created – Appointment of members.
- 2.30.020 Terms.
- 2.30.021 Removal of members.
- 2.30.030 Powers and duties.
- 2.30.040 Park defined.
- 2.30.050 Adoption of rules and procedures.
- 2.30.060 Officers of the board – Establishment of quorum – Minutes – Meetings.

2.30.010 Created – Appointment of members. There is created a park board consisting of five (5) commissioners appointed by the mayor with the consent of the majority of the city council. In addition to the five (5) board members the mayor shall appoint a city councilperson to serve without vote as ex officio member of the park board who will serve for a period of three (3) years.

Deleted: 2.30.070 Recommended budget. ¶

Deleted: , prior to August 1st of each the third year.

Deleted: one

Deleted: The first ex officio member will serve until August 1, 1979. ¶

2.30.020 Terms. The first commissioners so appointed shall determine by lot whose term of office shall expire each year and thereafter a new commissioner shall be appointed each year for a three (3)-year term. The term of office for the first park commissioners shall commence the first day of August, 1967.

2.30.021 Removal of members. Members of the board may be removed at any time by the mayor with the consent of a majority of the council, for nonattendance at meetings or for not doing assigned work. When a vacancy occurs in the board for any reason, the mayor shall, with the consent of a majority of the council, appoint a new member for the unexpired term.

2.30.030 Powers and duties. The powers of the park board shall be advisory only and they shall make their recommendations to the mayor and council. The council may from time to time assign additional duties to the park board by resolution.

The board shall advise the city council regarding the expansion, development and operation of the city parks and recreation facilities and programs, but shall have no administrative or supervisory powers. The board shall advise regarding the planning, promotion, and acquisition, construction, development, maintenance and operation of parks, playgrounds, squares, parkways and boulevards, play and recreational facilities.

With the adoption of the ordinance codified in OHMC 2.30.010 and 2.30.021 through 2.30.070, the board shall review a complete inventory list of all property and equipment of which shall be updated annually. Additionally, they shall prepare a park and recreation program. The park board shall report to the city council annually prior to May 31st regarding an updated park and recreation program.

2.30.040 Park defined. For the purposes of this chapter, certain words shall have the following meanings: "Park" means an area of land, with or without water, developed and used for public recreational purposes, including landscaped tracts, picnic grounds, playgrounds, athletic fields, recreation centers, camps, foot, bicycle and bridle paths, motor vehicle drives, wildlife sanctuaries, museums, zoological and botanical gardens, facilities for bathing, hunting and fishing. This definition shall also include any and all undeveloped land owned or controlled by the city which is presently designated for park purposes, as well as other recreational facilities for the use and benefit of the public, excluding marinas.

2.30.050 Adoption of rules and procedures. The board is authorized and empowered to adopt rules and procedures as deemed necessary for the conduct of its business.

2.30.060 Officers of the board – Establishment of quorum – Minutes – Meetings. The park board shall elect from its members a chairman and a secretary and such other officers as it may by resolution create. The terms of each officer will expire August 1st of each year or until the successors are elected by the board. It shall be the duty of the chairman to preside at all meetings of the board and of the secretary to keep minutes of all meetings and of all proceedings of the board. Three (3) members of the board shall constitute a quorum for the transaction of business, and three (3) affirmative votes shall be necessary to carry any proposition. A meeting of the

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(1)

Deleted: The establishment and operation of the parks department,¶
(2) . The employment of necessary personnel,¶
(3) The conduct of recreational and any cultural activities carried on in the city parks,¶
(4) . The control and supervision of all parks belonging to the city;

Deleted: ¶

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(6) The entering into written contracts with the United States, the state, and county, city or town, park district, school district pertaining to park business

board shall be held at least once every two (2) months at City Hall, all meetings subject to the Open Meetings Act, Chapter 42.30 RCW.

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

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

PASSED by the City Council this _____ day of _____, 2016.

Veto ()
Approve ()

THE CITY OF OAK HARBOR

By _____
Robert Severns, Mayor

Dated: _____

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

Published: _____

Deleted: 2.30.070 Recommended budget. The board shall submit to the mayor, on or before September 15th of each year, budget recommendations for the department to carry on its activities for the ensuing year together with recommendations for the development of programs and facilities for the parks and a suggested budget for the operation of the city parks and recreational facilities. They may also include budget suggestions for the acquisition of land, structures or other facilities.¶

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board shall be held at least once every two (2) months at City Hall, all meetings subject to the Open Meetings Act, Chapter 42.30 RCW.

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

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

PASSED by the City Council this _____ day of _____, 2016.

Veto ()
Approve ()

THE CITY OF OAK HARBOR

By _____
Robert Severns, Mayor

Dated: _____

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

Published: _____

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City of Oak Harbor
City Council Agenda Bill

Bill No. 4. c.
Date: September 20, 2016
Subject: NE 7th Avenue Improvement –
Authorization to Submit Grant
Application

FROM:

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

It is recommended that the City Council authorize staff to submit a Surface Transportation Block Grant application to the Island Regional Transportation Planning Organization for funding the design of improvements to NE 7th Avenue.

BACKGROUND / SUMMARY INFORMATION

Oak Harbor recently completed updating the Oak Harbor Transportation Plan. Through the processes of developing the Transportation Planning, the NE 7th Avenue Improvement Project was assessed as the highest priority transportation project in Oak Harbor. The project is intended to reconstruct NE 7th Avenue between N. Oak Harbor Street and SR-20. The scope includes resurfacing the street, continuous pedestrian facilities on each side, curb & gutter, storm drainage, bike lanes, illumination, landscaping, and a transit stop.

The Surface Transportation Block Grant program is the latest iteration of the Federal surface transportation funding program for local projects. Federal funds are allocated to each state, the states, in turn, allocate funds to each Regional Transportation Planning Organization. Local agencies submit grant applications for qualifying projects to their Regional Transportation Planning Organization. The projects are scored in a process agreed upon by the participating local agencies. Available funding is then awarded for the highest scoring projects.

The proposed application is in the amount of \$242,200 for preliminary design and environmental permitting. It is anticipated that the City will apply for additional STBG funds for this project in future funding cycles.

LEGAL AUTHORITY

FISCAL IMPACT

There are no direct costs in submitting a STBG grant application however if the effort is successful receiving grant funds will create financial obligations for the City. STBG grants do not provide 100% project funding; the program requires a minimum of 13.5% matching funds from another source, typically local funds. Additionally, the preliminary cost estimate for the project is approximately \$4.7 million dollars total project cost. It is likely that significant City funds in addition to the amounts necessary for matching grant funds will be required to complete the project.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

The Oak Harbor Transportation Plan was developed with substantial and continuous input from the community, Oak Harbor Planning Commission, City Council and staff. A primary product included in the Transportation Plan is a prioritized list of transportation projects. The NE 7th Avenue Improvement project is evaluated in the Transportation Plan as the highest priority transportation project for the City of Oak Harbor.

CITY COUNCIL PREVIOUS ACTIONS

August 3, 2016 – Council approved Resolution 16-23 adopting the Oak Harbor Transportation Plan.

ATTACHMENTS

1. [STGB Application](#)

ISLAND TRANSPORTATION PLANNING ORGANIZATION 2016 STP PROSPECTUS

Application Due Date: September 30, 2016 at 4:30 PM

Submit an electronic copy and 5 paper copies to:

Brian Wood, ITPO Transportation Planner, Island County Public Works, P.O. Box 5000, Coupeville, WA 98239 / b.wood@co.island.wa.us

Agency/Sponsoring

Biennium:

Agency:

City of Oak Harbor

Address:

**865 SE Barrington Drive,
Oak Harbor, WA 98277**

Contact

Arnold Peterschmidt

Person:

Phone No:

360 279-4500

Email

[apeterschmidt@](mailto:apeterschmidt@oakharbor.org)

Address:

oakharbor.org

Identification:

Project/Road Name: NE 7 th Avenue Improvement Project	<u>Begin</u>	<u>End</u>
	N. Oak	SR-20
	Harbor St	

Federal Functional

Class: Collector

See [WSDOT Functional Class Map](#) to determine road classification (local roads and rural minor collectors are generally excluded, but several exceptions apply (see link to Title 23, USC below))

Six Year T.I.P. Priority No. 1 **STP Category:** 03 1

See eligible activities:

- [General](#)
- [Detailed](#) pgs 73-77 of Title 23, USC

Description of Project & Conditions to be Corrected by Project:

The NE 7th Avenue Improvement Project is intended to update the street section to provide multi-modal facilities where none effectively exist. The project will develop the street section to include ADA compliant pedestrian facilities on both sides of the street, a multi-use path, bike lanes, a transit stop, uniform illumination over the length of the project, landscape strips, stormwater facilities, pervious hard surfacing, stormwater detention and treatment, curb and gutter, and intersection improvements.

NE 7th Avenue is an east-west oriented street that is classified as a collector. It is the sole east-west

link in north Oak Harbor between a large residential neighborhood and the commercial, employment and services core of Oak Harbor and SR20, the regional transportation corridor. The neighborhood includes single family residential, apartment complexes and two mobile home parks. There are significant numbers of low-income and affordable housing units in the neighborhood.

The project extends for approximately 0.5 miles and includes the intersections with N. Oak Harbor Street and SR-20. The existing street consists of two 10-foot travel lanes, one each way. There are no shoulders along most of the street with the edge of the pavement immediately outside the fog stripe. Where shoulders do exist they consist of gravel and are substandard for an urban arterial. Short sidewalk segments exist in several areas but most of the street does not have sidewalk. The speed limit is 35 MPH. Average daily traffic is 5,100 vehicles per day. Island Transit has one undeveloped bus stop in the west-bound direction. There are no bicycle facilities. Street lighting is limited to intersections; the majority of the roadway is dark at night which has contributed to several pedestrian vs. vehicle accidents and many near miss incidents. The Oak Harbor Police Department has strongly urged improvement to the lighting and pedestrian facilities along this section of roadway.

There is substantial demand for pedestrian facilities evidenced by well worn trails from foot traffic along both sides of the street. Demand for ADA accessible facilities is such that pedestrians using white canes, disabled people in motorized and manual wheel chairs and parents with baby strollers are often in the travel lanes. A primary objective of this project is to correct the lack of pedestrian and accessible facilities by providing functional, safe and accessible non-motorized facilities linking the NE neighborhoods to the central economic area and transportation corridor of Oak Harbor.

NE 7th Ave is designated as a priority route for pedestrians, cyclists and motor vehicles in the Oak Harbor Comprehensive Transportation Plan (see attached maps). The existing condition of NE 7th Ave are a significant break in continuity for non-motorized transportation modes in the Oak Harbor transportation system. This project was evaluated as the highest priority transportation project in Oak Harbor during the development of the 2016 Oak Harbor Transportation Plan.

While the project will improve vehicle safety and efficiency it is not expected to result in a significant increase in vehicle capacity. The project will provide substantial capacity and level of service gains for non-motorized and multi-modal transportation. The NE 7th Avenue Improvement project is included in the Oak Harbor 2017 – 2022 Transportation Improvement Program, the current Capital Improvement Plan, and is consistent with the Oak Harbor Transportation and Oak Harbor Comprehensive Plans.

(Attach additional sheets if necessary)

Estimated Total Cost: \$4,677,000 STP Funds Requested: \$242,200

Matching Percentage: 13.5%

Local Project Approval

STP Project Prospectus prepared under the supervision of:

Joe Stowell, P.E., City Engineer

Date

Island County Region Project Approval:

STP Project Approved with a priority rating of: _____

Chair, ITPO Policy Board _____ Date _____

**ISLAND TRANSPORTATION PLANNING ORGANIZATION
2016 STP RATING SHEET**

Note to Applicant: On a separate sheet, describe how your project will meet or address the various concerns listed below, as well as any other relevant information about the project. Project prioritization will depend primarily on the information provided.

Project Applicant: City of Oak Harbor
Project Name: NE 7th Avenue Improvement Project
STP-R Funds Requested: \$242,200

1 BETTER USE OF EXISTING FACILITIES 25 pts Max.

- Maximizes people-moving and freight-carrying efficiency
- Improves level of service and/or capacity
- Provides system continuity
- Establishes or preserves right of way corridors
- Enhances economic development through the movement of people and goods

2 COORDINATION OF TRANSPORTATION MODES 20 pts Max.

- Incorporates multiple modes into a single project

3 ENVIRONMENTAL CONSIDERATIONS 10 pts Max.

- Improves air quality or noise reductions
- Provides ample mitigations to impacts to environment
- Provides scenic or historical enhancements

- Enhances healthy communities

4 LOCAL COMPREHENSIVE PLAN, REGIONAL TRANSPORTATION PLAN, AND WHIDBEY SCENIC ISLE WAY CORRIDOR MANAGEMENT PLAN CONSISTENCY. 10 pts Max

5 SAFETY ENHANCEMENTS 20 pts Max

- Incorporates safety features to protect the traveling public

6 MULTIPLE PARTICIPATION 15 pts Max.

- Maximizes allocations with other funds
- Participation of other agencies/private partnerships
- Greater than required match

Additional Information

Please provide the following additional information regarding your STP project

1. Status:

- a) Fulfills the recommendation of 2016 Oak Harbor Transportation Plan Plan.
- b) Is the project listed in the current six year TIP? X Yes No
- c) Project timeline: 2017 start date 2020 completion date
- d) Phased Project?: Yes X No

2. Project Cost Estimates:

- a) PE costs: \$721,400 Percent of P.E. completion: 0 %
- b) Right of way costs: \$530,000
- c) Construction costs: (Includes construction engineering) \$2,854,500
- d) Planning costs:
- e) Total project cost: \$4,676,800
- f) Date cost estimates prepared: 4/2016
- g) Source of information for developing cost estimates: Similar projects in Oak Harbor
- h) Source of matching funds: Arterial Street Funds Funds approved? No
- i) Biological Assessment (BA): Pending

3. Site Evaluation:

- a) Soil type: (Soil Conservation Map) Loam
- b) Wetlands on site or vicinity? Yes
- c) Known archaeological sites in project vicinity? No
- d) Steep and/or unstable slopes on project site? No
- e) List known protected or endangered species living on or near project site. None Known
- f) Will a drainage plan be required? Yes
- g) Is project located in a flood hazard area? No
- h) Is the project subject to Section 4(F) or Section 106? Yes

4. Right of Way Acquisition:

- a) Describe right of way or easements that have been obtained.
Existing Right-of-way width varies between 50 and 60 feet wide through the project.
- b) Describe necessary right of way or easements that have not been finalized.
Additional Right-of-way is sought to provide a consistent width of 60 ft through the project.
The total additional Right-of-Way area necessary is approximately 0.21 acres.

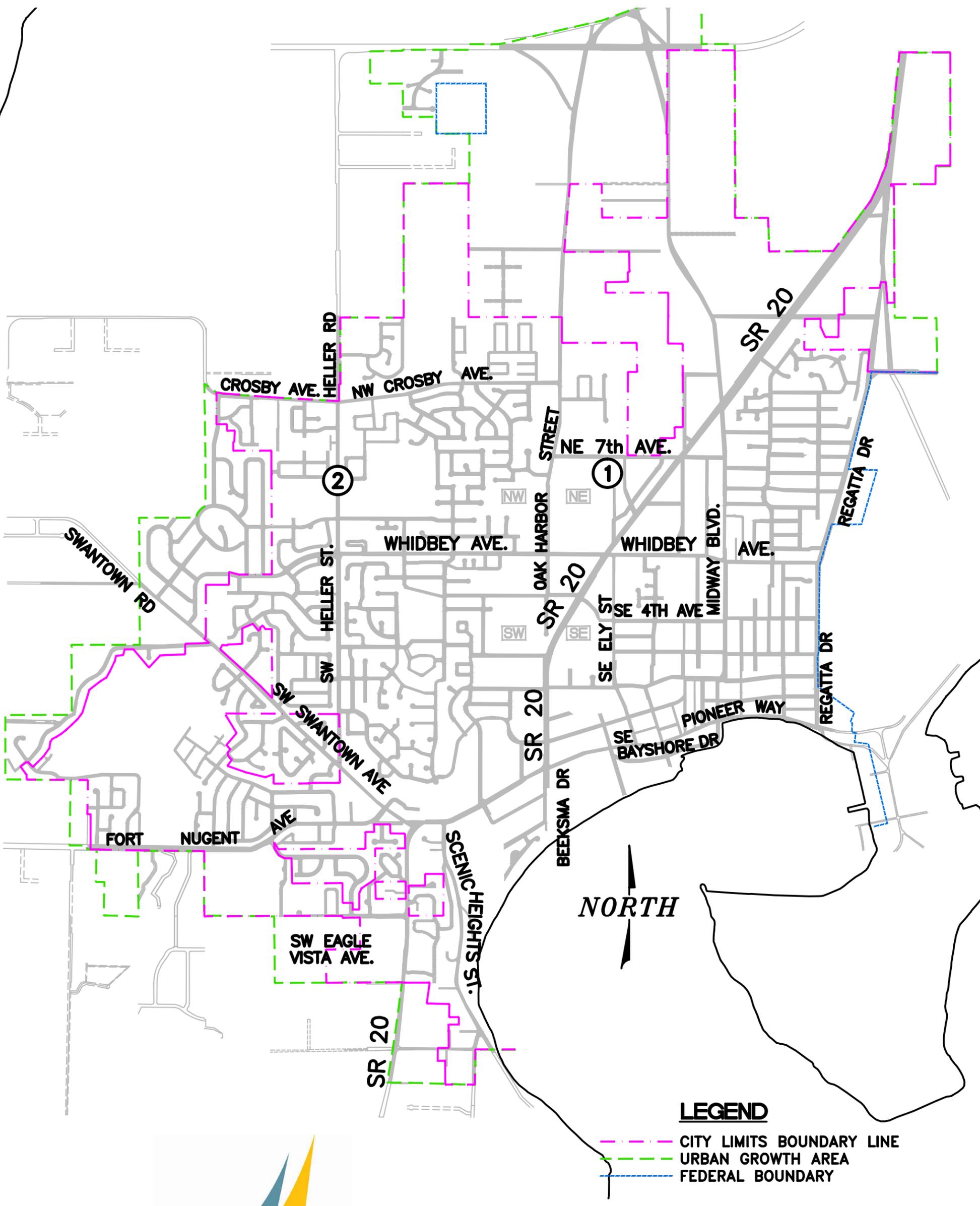
5. Indicate known significant public support or opposition:

There wide community support for this project. This project was designated as the highest priority transportation project by attendees of two transportation planning public open houses.

6. Explain how project complies with the American's with Disabilities Act.

All pedestrian and transit facilities incorporated into this project will be constructed in accordance with the applicable sections of the American's with Disabilities Act. Particular attention will be given to curb ramps, sidewalk cross-slope and pedestrian push buttons.

<i>For ITPO Technical Committee Use Only</i>
Project on-site inspection conducted on _____ by _____
WSDOT project review team analysis completed on _____



SIX YEAR TRANSPORTATION IMPROVEMENT PLAN 2017-2022

Capital Facilities

The following is a listing of capital facility projects that have been identified in various adopted City plans. Some of these projects are needed within the six year planning timeframe to enable the City to meet Comprehensive Plan goals, LOS or to further a sub-area plan or strategy. Others are needed outside of that time frame, but within the twenty-year planning horizon. For detailed information on these projects, see Appendix C.

Capital Improvement Plan 2017-2022

Table 4.3. Streets (Non-Enterprise Funded)

Projects	Total Project Costs	2017	2018	2019	2020	2021	2022
Pavement Maintenance	\$3,200,000	\$500,000	\$500,000	\$550,000	\$550,000	\$550,000	\$550,000
Whidbey Avenue Crosswalk	\$224,500	\$224,500					
NE 7th Avenue	4,700,000	0	4,700,000	0	0	0	0
Capital Project Expenditures	\$8,124,500	\$724,500	\$5,200,000	\$550,000	\$550,000	\$550,000	\$550,000
Revenue Sources	6-Year Total	2017	2018	2019	2020	2021	2022
Contributions from Beginning Fund Balance:							
<i>Streets (Fund 101)</i>	\$1,964,916	\$378,810	\$586,106	\$250,000	\$250,000	\$250,000	\$250,000
<i>Arterials (Fund 104)</i>	300,000	0	0	100,000	100,000	100,000	100,000
<i>Transportation Capital Improvements (Fund 105)</i>	800,000	0	0	200,000	200,000	200,000	200,000
Transportation Impact Fees	221,984	35,190	35,894	36,612	37,344	38,091	38,853
REET 1 (50% of annual)	750,000	125,000	125,000	125,000	125,000	125,000	125,000
REET 2 (50% of annual)	750,000	125,000	125,000	125,000	125,000	125,000	125,000
Motor Vehicle Fuel Tax: Non-operating	150,000	25,000	25,000	25,000	25,000	25,000	25,000
General Fund	0	0	0	0	0	0	
Grants	4,313,500	224,500	4,089,000	0	0	0	
Other City Funds	611,000	0	611,000	0	0	0	
Developer Contributions	0	0	0	0	0	0	
Total Available Revenue	\$9,861,400	\$913,500	\$5,597,000	\$861,612	\$862,344	\$863,091	\$863,853
Total Revenues less Total Capital Expenditures	\$1,736,900	\$189,000	\$397,000	\$311,612	\$312,344	\$313,091	\$313,853

Notes

1. Revised project list based on new Transportation Plan
2. NE 7th Avenue is a grant funded project (87%)

Six Year Transportation Improvement Program From 2017 to 2022

Agency: Oak Harbor

County: Island

MPO/RTPO: Island

N Inside

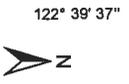
Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	1	NE 7th Ave. Reconstruction NE 7th Ave. N. Oak Harbor St. to SR-20 Street reconstruction, non-motorized facilities, & illumination	WA-09192					03	C G O P S T W	0.480	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017	STP(R)	65,322	TIB	39,440	18,487	123,249
P	PE	2018	STP(R)	195,966	TIB	118,319	55,462	369,747
P	RW	2019	STP(R)	319,958	TIB	193,182	90,554	603,694
P	CN	2020	STP(R)	1,897,450	TIB	1,145,631	537,015	3,580,096
Totals				2,478,696		1,496,572	701,518	4,676,786

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	123,249	369,747	0	0
RW	0	0	0	603,694	0
CN	0	0	0	0	3,580,096
Totals	0	123,249	369,747	603,694	3,580,096

Soil Map—Island County, Washington
(NE 7th Ave)



Map Scale: 1:5,890 if printed on A size (8.5" x 11") sheet.

0 50 100 200 300
Meters

0 300 600 1,200 1,800
Feet

MAP LEGEND

	Area of Interest (AOI)		Stony Spot
	Area of Interest (AOI)		Very Stony Spot
	Soils		Wet Spot
	Soil Survey Areas		Other
	Soil Map Units		Other
	Special Point Features		Special Line Features
	Blowout		Gully
	Borrow Pit		Short Steep Slope
	Clay Spot		Other
	Closed Depression		Political Features
	Gravel Pit		Cities
	Gravelly Spot		Water Features
	Landfill		Water
	Lava Flow		Streams and Canals
	Marsh or swamp		Transportation
	Mine or Quarry		Rails
	Miscellaneous Water		Interstate Highways
	Perennial Water		US Routes
	Rock Outcrop		Major Roads
	Saline Spot		Local Roads
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		
	Spoil Area		

MAP INFORMATION

Map Scale: 1:5,890 if printed on A size (8.5" x 11") sheet.

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: UTM Zone 10N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Island County, Washington
Survey Area Data: Version 10, Jun 28, 2012

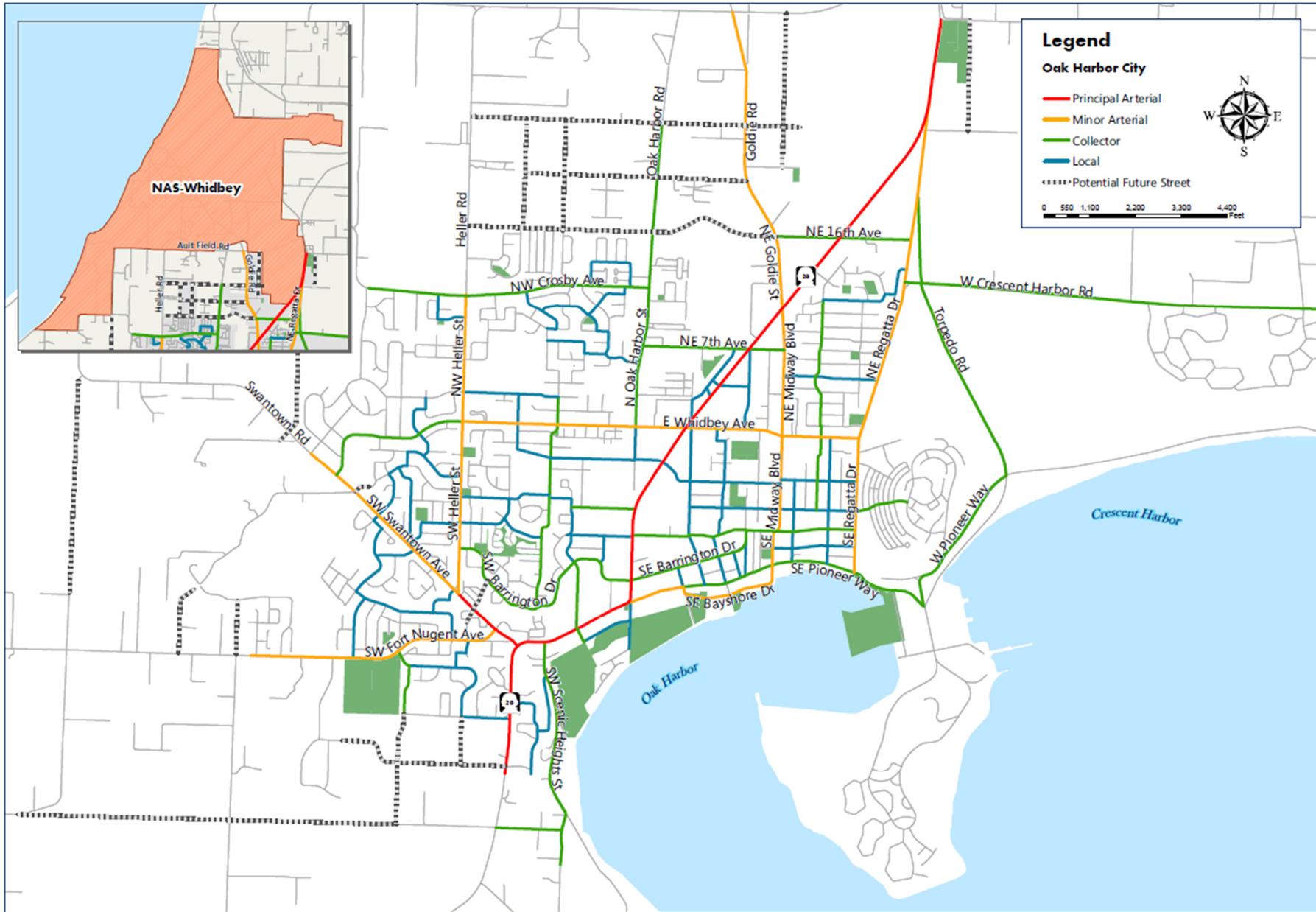
Date(s) aerial images were photographed: 7/21/2006

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Island County, Washington (WA029)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
	1006 Semiahmoo muck, 0 to 2 percent slopes	4.5	2.6%
X	1022 Coveland loam, cool, 0 to 5 percent slopes	40.1	23.6%
	1023 Coupeville loam, 0 to 3 percent slopes	21.9	12.9%
X	3011 Everett-Alderwood complex, 0 to 5 percent slopes	45.1	26.6%
X	3017 Everett-Alderwood complex, 3 to 15 percent slopes	58.2	34.3%
Totals for Area of Interest		169.8	100.0%

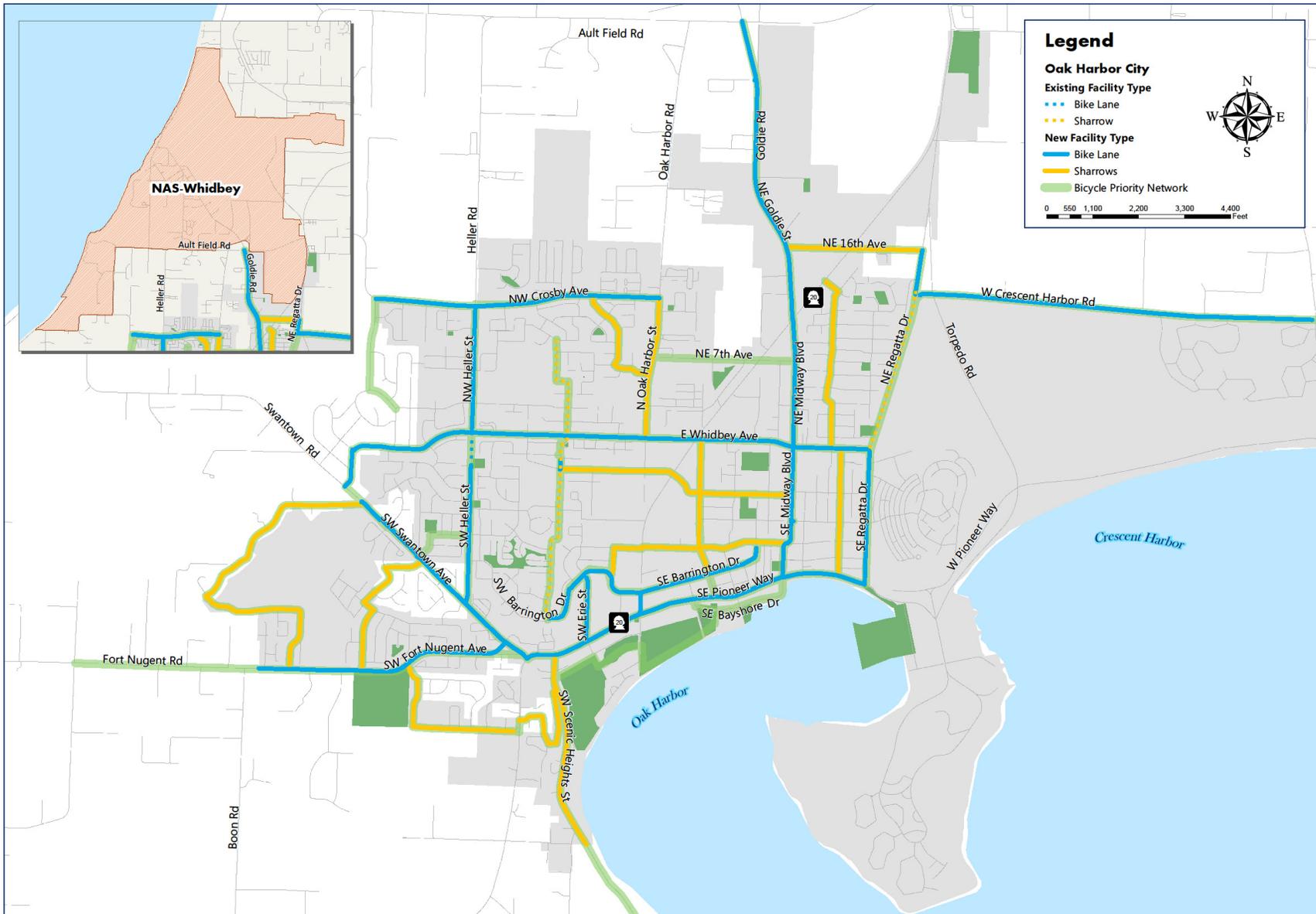
Figure 3. Roadway Functional Classifications



Roadway Classification



Figure 15. Bicycle Priority Network



Bicycle Priority Network



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

Bill No. 4.d.
Date: September 20, 2016
Subject: Approval of Payroll and
Accounts Payable Vouchers

FROM: Patricia Soule, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

I move to approve:

Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers listed in the attachments and Check Numbers listed in the September 20, 2016 Regular Agenda.

BACKGROUND / SUMMARY INFORMATION

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.

The following Voucher and Check Numbers are submitted for approval:

Accounts Payable Voucher Numbers:

-Voucher Numbers 167764 through 167949 in the amount of \$403,932.41

Payroll Check Numbers:

- Direct Deposit check numbers 39141 through 39274.

- EFT check numbers 837 through 839.

- Payroll check numbers 99122 through 99136.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Voucher Listing \(1\)](#)
2. [Voucher Listing \(2\)](#)
3. [Voucher Listing \(3\)](#)

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167764	9/1/2016	0008336 RALSTON, RICHARD	Ref000236606		UB Refund Cst #00156549	80.00
			Ref000236607		UB Refund Cst #00156549	80.00
			Ref000236608		UB Refund Cst #00156549	80.00
			Ref000236609		UB Refund Cst #00156549	80.00
			Ref000236610		UB Refund Cst #00156549	80.00
Total :						400.00
1 Vouchers for bank code : bank						Bank total : 400.00
1 Vouchers in this report						Total vouchers : 400.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167765	9/9/2016	0006187 ALASKA USA	Ref000237156		UB Refund Cst #00168542	14.22
					Total :	14.22
167766	9/9/2016	0008356 BARNER, GENE	Ref000237143		UB Refund Cst #00154208	209.94
					Total :	209.94
167767	9/9/2016	0008348 BARTON, NATHAN OR JANELLE	Ref000237133		UB Refund Cst #00120262	1.44
					Total :	1.44
167768	9/9/2016	0008353 BOTT, MARCELINE	Ref000237140		UB Refund Cst #00143385	374.81
					Total :	374.81
167769	9/9/2016	0008352 BROWN, MEGAN OR ALLOU, ANTHONY	Ref000237139		UB Refund Cst #00126064	120.96
					Total :	120.96
167770	9/9/2016	0008360 CADOREE, BRANDON	Ref000237150		UB Refund Cst #00164497	17.60
					Total :	17.60
167771	9/9/2016	0008362 COX, JAMES	Ref000237152		UB Refund Cst #00166188	69.80
					Total :	69.80
167772	9/9/2016	0008358 DEAN, HEIDI	Ref000237148		UB Refund Cst #00163901	47.19
					Total :	47.19
167773	9/9/2016	0008350 FARAGE, DANIEL	Ref000237136		UB Refund Cst #00121432	142.27
					Total :	142.27
167774	9/9/2016	0008349 HAYDEN, VICTORIA	Ref000237135		UB Refund Cst #00120825	125.12
					Total :	125.12
167775	9/9/2016	0001494 HOMES FOR RENT	Ref000237134		UB Refund Cst #00120776	119.75
					Total :	119.75
167776	9/9/2016	0002990 HULETT, BOBBY	Ref000237132		UB Refund Cst #00161739	2.85
			Ref000237146		UB Refund Cst #00161739	110.92
					Total :	113.77

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167777	9/9/2016	0008367 HURLBERT, MEGAN	Ref000237162		UB Refund Cst #00169138	796.88
					Total :	796.88
167778	9/9/2016	0008368 JOHNSON, SCOTT	Ref000237163		UB Refund Cst #00170558	130.82
					Total :	130.82
167779	9/9/2016	0000483 KOETJE AGENCY	Ref000237144		UB Refund Cst #00154941	127.97
					Total :	127.97
167780	9/9/2016	0008354 KOFOED, MARVIN OR GINNY	Ref000237141		UB Refund Cst #00147304	137.69
					Total :	137.69
167781	9/9/2016	0008364 MIDDLETON, SUE	Ref000237154		UB Refund Cst #00168279	147.13
					Total :	147.13
167782	9/9/2016	0008355 MILLER, MERR JO	Ref000237142		UB Refund Cst #00153056	162.11
					Total :	162.11
167783	9/9/2016	0008351 OBERLANDER, DANIEL	Ref000237137		UB Refund Cst #00123604	132.60
					Total :	132.60
167784	9/9/2016	0005388 PCM HOLDINGS	Ref000237145		UB Refund Cst #00161219	141.43
					Total :	141.43
167785	9/9/2016	0008365 PIERCE, KOREY	Ref000237155		UB Refund Cst #00168368	160.03
					Total :	160.03
167786	9/9/2016	0008359 RATHER, JEANNE	Ref000237149		UB Refund Cst #00164257	95.68
					Total :	95.68
167787	9/9/2016	0008366 ROBIDART, MADISON	Ref000237157		UB Refund Cst #00168728	196.82
					Total :	196.82
167788	9/9/2016	0008357 SCHARICH, BRIAN	Ref000237147		UB Refund Cst #00162115	133.67
					Total :	133.67
167789	9/9/2016	0008363 SORATORIO, KARL	Ref000237153		UB Refund Cst #00167290	118.12
					Total :	118.12

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
167790	9/9/2016	0000973 WALDRON CONSTRUCTION	Ref000237158		UB Refund Cst #00169068	24.96	
			Ref000237159		UB Refund Cst #00169069	96.72	
			Ref000237160		UB Refund Cst #00169070	24.96	
			Ref000237161		UB Refund Cst #00169071	24.96	
Total :						171.60	
167791	9/9/2016	0008361 WIBLE, JERALD	Ref000237151		UB Refund Cst #00164720	140.54	
Total :						140.54	
167792	9/9/2016	0001391 WINDERMERE	Ref000237138		UB Refund Cst #00125736	52.93	
Total :						52.93	
28 Vouchers for bank code :		bank				Bank total :	4,202.89
28 Vouchers in this report						Total vouchers :	4,202.89

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167793	9/9/2016	0000066 AWC EMPLOYEES BENEFITS TRUST	090916		PREMIUMS	34.32
					Total :	34.32
167794	9/9/2016	0000860 STANDARD INSURANCE COMPANY	083116		LONG TERM DISABILITY	4,598.18
					Total :	4,598.18
167795	9/14/2016	0000004 A+ AUTO GLASS & RADIATOR	47269		WINDSHIELD INSTALLATION	292.40
					Total :	292.40
167796	9/14/2016	0007449 A-1 PERFORMANCE, INC	25787 25893		REIMBURSABLE EXPENSES AUG 2016 JANITORIAL SERVICES	67.34 3,066.58
					Total :	3,133.92
167797	9/14/2016	0000424 ALL BATTERY SALES AND SERVICE	1905701034207		MOTORO	651.55
					Total :	651.55
167798	9/14/2016	0000028 ALL ISLAND LOCK & KEY	26213 26252		LOCK KEYS	16.25 24.31
					Total :	40.56
167799	9/14/2016	0000029 ALL PHASE ELECTRIC SUPPLY	0952-248205 0952-412805 0952-412933		CREDIT MEMO FOR ORIGINAL IN#7968 120V PLUG IN/POWER DISTR BLOCK 120V PLUG IN	-213.90 176.16 75.00
					Total :	37.26
167800	9/14/2016	0001609 ALL QUALITY STITCHES	3077		CAPS	139.14
					Total :	139.14
167801	9/14/2016	0007320 ALLIED 100	714788		ELECTRODE CARTRIDGE	81.82
					Total :	81.82
167802	9/14/2016	0000033 ALPINE PRODUCTS, INC	TM-159839		PAINT/TRAFFIC CONES	504.26
					Total :	504.26
167803	9/14/2016	0007077 ANDREWS, SARA	090216		PUBLIC DEFENSE	1,200.00
					Total :	1,200.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167804	9/14/2016	0006865 ARMADA	090616		COLLECTION FEE/33-252010-09/37-614	156.29
Total :						156.29
167805	9/14/2016	0004019 ASSOCIATED PETROLEUM PRODUCTS	0956881-IN		FUEL	7,034.94
			0958574-IN		FUEL	8,985.61
			0959945-IN		FUEL	473.15
			0959947-IN		FUEL	4,840.24
			0960997-IN		FUEL	11,594.99
			0962117-IN		FUEL	15,463.91
			0965294-IN		FUEL	10,932.09
Total :						59,324.93
167806	9/14/2016	0007688 AUTOZONE	3385081961		MOTOR BLOWER	49.81
Total :						49.81
167807	9/14/2016	0000077 BARGE, JA	EXP REIMB		EXP REIMB	314.70
Total :						314.70
167808	9/14/2016	0008130 BAYVIEW APPLIANCE & MATTRESS	1311		DRUM SERVICES	86.96
Total :						86.96
167809	9/14/2016	0000094 BERG VAULT COMPANY	68983		PARKING CURBS	34.78
Total :						34.78
167810	9/14/2016	0000097 BEST WESTERN HARBOR PLAZA	24		DYER/DRESKER/SCHENK	669.15
Total :						669.15
167811	9/14/2016	0007807 BLIND ENTERPRISES	2885		NAME TAGS	3.50
Total :						3.50
167812	9/14/2016	0002551 BOS, BRYON	090716		WELLNESS INCENTIVE	20.00
Total :						20.00
167813	9/14/2016	0003097 BOYER, TALLIE	090716		WELLNESS INCENTIVE	20.00
			TRAVEL REIMB		TRAVEL REIMB	125.00
Total :						145.00
167814	9/14/2016	0000137 BRIM TRACTOR COMPANY	SM01611		TRACTOR REPAIR	5,773.96

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167814	9/14/2016	0000137 0000137 BRIM TRACTOR COMPANY	(Continued)			Total : 5,773.96
167815	9/14/2016	0002644 C JOHNSON CONSTRUCTION, INC	4278		SWEeper WASTE	446.53
						Total : 446.53
167816	9/14/2016	0008369 CARMAN'S CONSTRUCTION, LLC	BL-006108		BUSINESS LICENSE REFUND	12.50
						Total : 12.50
167817	9/14/2016	0006215 CAROLLO	0151329		PROF SVC/WASTEWATER TREATMENT	46,403.43
						Total : 46,403.43
167818	9/14/2016	0005208 CARTER, SERLOYD	090716		WELLNESS INCENTIVE	20.00
						Total : 20.00
167819	9/14/2016	0000157 CDW GOVERNMENT, INC	FDN8033		CELL MODEM	1,615.28
						Total : 1,615.28
167820	9/14/2016	0005773 COMCAST	8498300271046803		INTERNET	241.39
						Total : 241.39
167821	9/14/2016	0000193 COMMERCIAL FIRE PROTECTION	49773 50338		SPRINKLER SYSTEM TESTING ALARM TESTING	775.00 1,250.00
						Total : 2,025.00
167822	9/14/2016	0000222 CUSTOM ENGRAVING	16-769		MEDALLIONS	271.75
						Total : 271.75
167823	9/14/2016	0001974 DATEC, INC	32823		SCANNER	1,494.41
						Total : 1,494.41
167824	9/14/2016	0000256 DAY WIRELESS SYSTEMS	190456-00 190844-00		FCC LICENSE HEAVY DUTY MIC	365.00 361.98
						Total : 726.98
167825	9/14/2016	0000247 DIAMOND RENTALS	090116 1-500608-57 1-500619-57 1-509920-38		HOTEL ACCOMMODATIONS/NYDAM PORTABLES PORTABLES PORTABLES	99.71 60.00 60.00 60.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167825	9/14/2016	0000247	DIAMOND RENTALS			
			(Continued)			
			1-509920-40		PORTABLES	60.00
			1-533127-6		PORTABLES	60.00
			1-533144-7		PORTABLES	60.00
			1-533144-9		PORTABLES	60.00
			1-534324-4		PORTABLES	60.00
			1-534324-6		PORTABLES	60.00
			1-534325-4		PORTABLES	180.00
			1-534325-6		PORTABLES	180.00
			1-534325-7		PORTABLES	180.00
			1-534626-3		PORTABLES	210.00
			1-534627-3		PORTABLES	270.00
			1-534629-3		PORTABLES	60.00
			1-534629-4		PORTABLES	60.00
			1-534630-3		PORTABLES	60.00
			1-534630-4		PORTABLES	60.00
			1-534631-3		PORTABLES	60.00
			1-534631-4		PORTABLES	60.00
			1-534632-3		PORTABLES	60.00
			1-534632-4		PORTABLES	60.00
			1-534633-3		PORTABLES	60.00
			1-534633-4		PORTABLES	60.00
			1-534634-3		PORTABLES	60.00
			1-534634-4		PORTABLES	60.00
			1-535690		PORTABLES	60.00
			1-535690-3		PORTABLES	60.00
			1-535690-4		PORTABLES	60.00
			1-535690-5		PORTABLES	60.00
			1-538059		PORTABLES	285.00
			1-538525		BLADE	61.50
			1-539132		CAN PUMPING	179.55
			1-539488		CAN PUMPING	200.00
					Total :	3,345.76
167826	9/14/2016	0000257	DUTCH MAID CLEANERS	1109	LAUNDRY SERVICES	18.21
					Total :	18.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167827	9/14/2016	0005622 EC POWER SYSTEMS	41963405 420709 420710		ANNUAL MAINTENANCE TRANSFER SWITCH REPAIR CIRCUIT BREAKER	428.28 2,333.51 3,225.66
Total :						5,987.45
167828	9/14/2016	0000273 EDGE ANALYTICAL, INC	16-21973		TESTING	475.00
Total :						475.00
167829	9/14/2016	0001859 ELITE	06-711304 06-711306		SERVICE UPGRADE PROLAW READY MS CONTRACT	1,485.12 1,204.50
Total :						2,689.62
167830	9/14/2016	0000394 EMPLOYERS UNITY, LLC	22135		4TH QTR UNEMPLOYMENT SERVICES	330.00
Total :						330.00
167831	9/14/2016	0006747 EQUINOX RESEARCH & CONSULTING	11-413-20 11-413-21 11-413-22 13-475-19		PROF SVC/PIT ROAD PROF SVC/PIT ROAD PROF SVC/PIT ROAD PROF SVC/WWTP	5,797.69 2,814.40 7,776.57 4,821.57
Total :						21,210.23
167832	9/14/2016	0008082 EVIDENT, INC	108506B		SWABS/MEASURING WHEEL	118.00
Total :						118.00
167833	9/14/2016	0006276 EXPRESS SERVICES, INC	17744841-2 17776158-2		OFFICE SERVICES SUPPORT OFFICE SERVICE SUPPORT	1,064.80 1,005.24
Total :						2,070.04
167834	9/14/2016	0002900 FASTENAL	WAOAK24385 WAOAK24534 WAOAK24536 WAOAK24566		SAE F/W LIMRANSTSET SAW BLADE S/SBHSCS	3.87 114.17 24.64 10.55
Total :						153.23
167835	9/14/2016	0000308 FEDERAL EXPRESS	5-525-92151		SHIPPING	60.54
Total :						60.54
167836	9/14/2016	0000314 FISHERIES SUPPLY COMPANY	3743641		EXPLORER VHF W/ BUILT IN GPS	228.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167836	9/14/2016	0000314 0000314 FISHERIES SUPPLY COMPANY	(Continued)			Total : 228.25
167837	9/14/2016	0000355 FRONTIER	240-2350		CURRENT PHONE CHARGES	1,386.45
			675-1568		CURRENT PHONE CHARGES	248.53
			675-5190		CURRENT PHONE CHARGES	42.99
			675-6858		CURRENT PHONE CHARGES	65.86
			679-0500		CURRENT PHONE CHARGES	75.28
			679-1640		CURRENT PHONE CHARGES	66.03
			679-1651		CURRENT PHONE CHARGES	65.86
			679-1789		CURRENT PHONE CHARGES	66.03
			679-2530		CURRENT PHONE CHARGES	65.86
			679-2628		CURRENT PHONE CHARGES	284.59
			679-3902		CURRENT PHONE CHARGES	70.16
			679-8477		CURRENT PHONE CHARGES	92.77
					Total :	2,530.41
167838	9/14/2016	0000329 GALLS	005912930		NAMEPLATES	23.92
					Total :	23.92
167839	9/14/2016	0004784 GLUTH, BRAD	TRAVEL REIMB		TRAVEL REIMB	36.30
					Total :	36.30
167840	9/14/2016	0000349 GRAINGER	9201941318		PARKING SIGNS	112.51
			9204666888		SINK PUMP SYSTEM	401.91
			9204994108		CHECK VALVE	39.95
			9210550688		EYEWASH/BATTERY	75.53
			9213040968		PARKING SIGN	56.25
					Total :	686.15
167841	9/14/2016	0008075 GRANITE CONSTRUCTION SUPPLY	262_00064262		ROLL UP SIGNS	388.06
					Total :	388.06
167842	9/14/2016	0002940 GRAY & OSBORNE, INC	9		PROF SVC/10-INCH PIPELINE BRIDGE	818.69
					Total :	818.69
167843	9/14/2016	0000345 GREATER OAK HBR CHAMBER OF COM	30237		SEP 2016 VISITOR CENTER OPERATIO	8,333.34
					Total :	8,333.34

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167844	9/14/2016	0002747	GUARDIAN SECURITY	671474	ALARM MONITORING	819.00
Total :						819.00
167845	9/14/2016	0005311	HB JAEGER COMPANY, LLC	48622/2	SPLIT CPLG	96.83
Total :						96.83
167846	9/14/2016	0000323	HD FOWLER COMPANY	I4312354	WATER METERS	4,593.40
				I4316216	QUICK JOINT COUPLING	289.68
				I4319324	COUPLING/JOINT BALL/ELL/ADAPTERS	816.20
Total :						5,699.28
167847	9/14/2016	0000382	HELTSLEY, RAY	EXP REIMB	EXP REIMB	314.70
Total :						314.70
167848	9/14/2016	0001251	HEWLETT-PACKARD COMPANY	57603656	GRAPHICS ADAPTER/ECC RAM	1,317.19
Total :						1,317.19
167849	9/14/2016	0003095	HOME DEPOT CREDIT SERVICES	5043618	INSECT SPRAY	5.40
Total :						5.40
167850	9/14/2016	0006520	HOPKINS, CAMERON	090716	WELLNESS INCENTIVE	20.00
Total :						20.00
167851	9/14/2016	0000396	I-COM	16-UFQ4-03	4TH QTR 2016 USER FEES	7,469.51
Total :						7,469.51
167852	9/14/2016	0000417	INDUSTRIAL BOLT & SUPPLY	621144-4	ELBOW	134.36
				622812-2	STUD LUGS	15.59
				624205-1	WEDGES/PUSH LOCK UNION/WIRE W/	604.23
Total :						754.18
167853	9/14/2016	0000410	ISLAND COUNTY SOLID WASTE	083116	AUG 2016 TIPPING FEES	81,779.43
				1250229	DISPOSAL	160.00
Total :						81,939.43
167854	9/14/2016	0000411	ISLAND COUNTY TREASURER	090916	CRIME VICTIM COMPENSATION	181.34
Total :						181.34

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167855	9/14/2016	0005445 ISLAND DEFENSE, PLLC	021		AUG 2016 PUBLIC DEFENSE	10,000.00
Total :						10,000.00
167856	9/14/2016	0000415 ISLAND DISPOSAL	090116		AUG 2016 RECYCLING	5,342.40
			090716		AUG 2016 COLLECTION	17,537.88
			4470901		ANIMAL SHELTER	103.43
Total :						22,983.71
167857	9/14/2016	0000441 ISLAND SYSTEMS	243965		WATER/MARINA	30.60
			244197		WATER/MARINA	15.30
Total :						45.90
167858	9/14/2016	0000454 JET CITY EQUIPMENT RENTAL	21532		DUMPING	21.74
Total :						21.74
167859	9/14/2016	0008372 KERR, BILL	2660		MOORAGE REFUND	11.70
Total :						11.70
167860	9/14/2016	0007537 KESSELRING TACTICAL SUPPLY	1340		TRNG	1,334.55
Total :						1,334.55
167861	9/14/2016	0002227 LABORATORY CORPORATION OF	63520484		INMATE SERVICES	255.00
Total :						255.00
167862	9/14/2016	0000494 LAKESIDE INDUSTRIES	5104170MB		ASPHALT	299.70
			5104218MB		ASPHALT	282.10
Total :						581.80
167863	9/14/2016	0000889 LANGUAGE EXCHANGE	10		INTERPRETER SERVICES	601.00
Total :						601.00
167864	9/14/2016	0005277 LEE, STEPHANIE	090716		WELLNESS INCENTIVE	20.00
Total :						20.00
167865	9/14/2016	0000979 LES SCHWAB	41400264430		TIRE PRESSURE MONITOR SENSOR	66.57
			41400265238		TIRES	212.51
Total :						279.08

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167866	9/14/2016	0004502 LEXISNEXIS RISK SOLUTIONS	1404645-20160831		AUG 2016 MINIMUM COMMITMENT	54.35
					Total :	54.35
167867	9/14/2016	0001909 LONG, JAY	1		DRIVING SERVICES	99.00
			1		DRIVING SERVICES	123.00
					Total :	222.00
167868	9/14/2016	0000530 MAILLIARD'S LANDING NURSERY	121458		YARD WASTE	20.00
			122099		YARD WASTE	30.00
			122105		YARD WASTE	10.00
					Total :	60.00
167869	9/14/2016	0000660 MARKET PLACE FOOD & DRUG	958963		GROCERIES	439.00
			959001		GROCERIES	287.63
					Total :	726.63
167870	9/14/2016	0008373 MARTINSON, MIKE	1717		MOORAGE REFUND	6.16
					Total :	6.16
167871	9/14/2016	0005025 MASCOTT EQUIPMENT	376265		PUMP/PRINT REPAIR	536.73
					Total :	536.73
167872	9/14/2016	0006072 MASTER'S TOUCH, LLC	P46618		AUG 2016 POSTAGE FOR LATE NOTICE	425.38
			P47094		AUG 2016 POSTAGE FOR STATEMENT	2,893.90
					Total :	3,319.28
167873	9/14/2016	0006072 MASTER'S TOUCH, LLC	46618		AUG 2016 MAILING SERVICES FOR LA1	253.05
			47094		AUG 2016 MAILING SERVICES FOR ST/	895.91
					Total :	1,148.96
167874	9/14/2016	0000561 MERRIMAN, DOUGLAS	TRAVEL ADVANCE		TRAVEL ADVANCE	65.50
					Total :	65.50
167875	9/14/2016	0007722 MERRIMAN, RYAN	090716		WELLNESS INCENTIVE	20.00
					Total :	20.00
167876	9/14/2016	0005127 MICHALSKI, PAT	1		TRAVEL REFUND	31.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167876	9/14/2016	0005127 0005127 MICHALSKI, PAT	(Continued)			Total : 31.00
167877	9/14/2016	0003369 MICRON CONSUMER PRODUCTS GROUP	252558030		MBDIMM 1.8V CL5	155.43
						Total : 155.43
167878	9/14/2016	0000197 MILES SAND & GRAVEL COMPANY	1492961 1493094 1493095 1494474		SAND SAND SAND SAND	251.35 337.73 868.23 167.57
						Total : 1,624.88
167879	9/14/2016	0005266 MOFFATT & NICHOL ENGINEERS	720126		PROF SVC/OAK HARBOR F DOCK BRE.	6,820.00
						Total : 6,820.00
167880	9/14/2016	0006992 MOON, ANDREW	090716		WELLNESS INCENTIVE	20.00
						Total : 20.00
167881	9/14/2016	0000601 NATIONAL FIRE PROTECTION	6724218X		MEMBERSHIP RENEWAL	175.00
						Total : 175.00
167882	9/14/2016	0000612 NELSON PETROLEUM	0595009-IN		FUEL	986.72
						Total : 986.72
167883	9/14/2016	0007670 NETWORKFLEET, INC	OSV000000469990		AUG 2016 MONTHLY SERVICE	243.49
						Total : 243.49
167884	9/14/2016	0008374 NEY, JOHN	271		MOORAGE REFUND	266.00
						Total : 266.00
167885	9/14/2016	0000610 NORTH CENTRAL LABORATORIES	377871 378060		INCUBATOR/DESICCATING CAB GLUCOSE/ACID/NUTRIENTS	3,636.76 140.01
						Total : 3,776.77
167886	9/14/2016	0000654 NYDAM, HENRY	TRAVEL ADVANCE TRAVEL ADVANCE		TRAVEL ADVANCE TRAVEL ADVANCE	89.25 106.25
						Total : 195.50
167887	9/14/2016	0000672 OAK HARBOR ACE	275140		HANDLE/COVER/ACID/PAINT	178.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167887	9/14/2016	0000672 OAK HARBOR ACE	(Continued)			
			275150		MOUNTING TAPE	9.77
			275238		PAINTBRUSHES	93.44
			275254		PAINT	38.03
			275276		FILLER GLUE/WASHER	8.26
			275308		CORD/PULLEY/BOLT	26.37
			275328		ELECT TAPE/RSTP	54.25
			275358		CHOKE LEVER	5.42
			275384		SPRAY	12.79
			275472		KNIFE	15.16
			275495		PAINT	9.77
			275504		SANDBELT/FASTENERS	14.11
			275564		VALVE	24.99
			275590		ELBOW/ADAPTERS/TEES/PRIMER/CEM	105.27
			275600		CAULK	17.37
			275601		PAPER/WOOD SHIMS/SURGE/CM BENC	202.11
			275609		HARDWARE/CLAMP/WASHER	7.82
			275657		CONNECTOR/PIPE STRAP/PIPE	79.27
			275666		ADAPTERS	3.89
			275669		SOCKET/PAINT	7.59
			275696		VALVE REPAIR/INSECT SPRAY	31.50
			275701		VALVE	-24.99
			275741		DISH WASHING BRUSH/DRILL BITS/FA	9.57
			275755		FASTENERS	28.62
			275828		ADAPTER/CEMENT	7.03
			275829		CORD/FASTENERS	23.02
			275835		ADAPTER/SCREWS	6.08
			275845		BREAKER	7.05
			K75520		KNOB/CORD/CABLES	45.13
			K75521		CLEANER	20.64
					Total :	1,067.76
167888	9/14/2016	0000668 OAK HARBOR AUTO CENTER	001-283389		STARTER	201.29
			001-283391		FUSES	3.86
			001-283400		FILTERS	55.11
			001-283437		CORE RETURN	-65.22
			001-283449		FILTERS	4.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167888	9/14/2016	0000668 OAK HARBOR AUTO CENTER	(Continued) 001-283572 001-283663 001-284216 001-284635		RELAYS TOGGLE MINI LAMP AIR LIFT KIT	26.77 5.01 1.77 366.31 Total : 599.64
167889	9/14/2016	0000676 OAK HARBOR POLICE DEPARTMENT	073116		PETTY CASH	70.75 Total : 70.75
167890	9/14/2016	0002985 PACIFIC TIRE CO. INC	0102168 0102815		TIRES TIRES	86.26 2,790.29 Total : 2,876.55
167891	9/14/2016	0005783 PARTSMaster	23056622		MEGA SHOT MOBILE KIT	138.11 Total : 138.11
167892	9/14/2016	0000709 PERS	01182889		AUG 2016 UNFUNDED LIABILITY	26.98 Total : 26.98
167893	9/14/2016	0004041 PETERSCHMIDT, ARNOLD	EXP REIMB		EXP REIMB	116.00 Total : 116.00
167894	9/14/2016	0008109 PIONEER AUTOMOTIVE SERVICES	091216		LIGHTING ELECTRICITY CHARGE REIM	750.00 Total : 750.00
167895	9/14/2016	0004622 POWERS-RANG, LISA	090716		WELLNESS INCENTIVE	20.00 Total : 20.00
167896	9/14/2016	0000746 PUGET SAFETY EQUIPMENT	0034948-IN 0034977-IN		PRESERVATIVE GLOVES	81.10 167.46 Total : 248.56
167897	9/14/2016	0000743 PUGET SOUND ENERGY	200002036917 200004839284 200007268135 220002247165 220010389959		ELECTRICITY/BTWN BAYSHORE DR & I ELECTRICITY/1019 SW SWANTOWN AV ELECTRICITY/SW ERIE ST SW BARRIN ELECTRICITY/SW FAIRWAY POINT DR & ELECTRICITY/1375 SE CITY BEACH ST	69.37 69.96 178.23 13.56 1,777.83

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167897	9/14/2016	0000743 0000743 PUGET SOUND ENERGY	(Continued)			Total : 2,108.95
167898	9/14/2016	0002508 RINEY PRODUCTION SERVICES	10-1738		TAPING SERVICES	1,471.75
						Total : 1,471.75
167899	9/14/2016	0000796 SCHROER, PAUL	090716		WELLNESS INCENTIVE	20.00
						Total : 20.00
167900	9/14/2016	0000801 SEA WESTERN, INC	193604		HALMETS/FRONTS	1,533.16
						Total : 1,533.16
167901	9/14/2016	0007029 SERVATIUS, JOEL	TRAVEL ADVANCE TRAVEL REIMB		TRAVEL ADVANCE TRAVEL REIMB	93.50 455.62
						Total : 549.12
167902	9/14/2016	0000831 SIX ROBBLEES', INC	14-327540 14-327730 14-327749 14-328574		CONTROL BOX NON CHLORINATED BRAKE LED SIGNALS NON CHORLINATED BRAKE	261.93 70.96 116.40 35.48
						Total : 484.77
167903	9/14/2016	0000814 SKAGIT FARMERS SUPPLY	455789 457155		PROPANE HERBICIDE	7.09 127.16
						Total : 134.25
167904	9/14/2016	0000876 SKAGIT VALLEY COLLEGE	23601		HAYES HALL HVAC	17,358.61
						Total : 17,358.61
167905	9/14/2016	0007890 SMARSH, INC	INV00176814		ARCHIVING PLATFORM	229.50
						Total : 229.50
167906	9/14/2016	0008376 SMITH MECHANICAL, INC	BL-005040		BUSINESS LICENSE REFUND	12.50
						Total : 12.50
167907	9/14/2016	0008138 SOULE, PATRICIA	TRAVEL REIMB TRAVEL REIMB2		TRAVEL REIMB TRAVEL REIMB	115.50 174.10
						Total : 289.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167908	9/14/2016	0000846 SOUND PUBLISHING	WCW717996		CITY NOTICES	63.55
Total :						63.55
167909	9/14/2016	0002691 SOUZA, DONALD	2982		MOORAGE REFUND	171.65
Total :						171.65
167910	9/14/2016	0007203 STANFORD, TRAVIS	090716		WELLNESS INCENTIVE	20.00
Total :						20.00
167911	9/14/2016	0003883 STAPLES BUSINESS ADVANTAGE	3311592636		MASKING TAPE	3.89
			3312275976		COPY PAPER	131.84
			3312275977		TONER/POLY JACKETS	88.21
			3312275978		PENS	11.50
			3312275979		PENCILS/PAPER ROLLS/PADS	55.83
			3312275980		INK	32.60
			3312275981		T-SQUARE	38.10
			3313226698		WRIST REST/FRESHENER	68.24
			3313226700		BACKUP	391.28
			3313226701		SOAP/STENO BOOKS/KEYBOARD	49.94
Total :						871.43
167912	9/14/2016	0006190 STOWELL, JOSEPH	TRAVEL ADVANCE		TRAVEL ADVANCE	206.50
Total :						206.50
167913	9/14/2016	0005786 STOWES SHOES & CLOTHING	0011285		BOOTS/SULLIVAN	200.00
Total :						200.00
167914	9/14/2016	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	129.00
			1		DRIVING SERVICES	72.00
			1		DRIVING SERVICES	120.00
			1		DRIVING SERVICES	186.00
			1		DRIVING SERVICES	84.00
Total :						591.00
167915	9/14/2016	0008375 SUPER CIRCUITS	9223326A		POWER CONNECTOR/COUPLER/SPEA	2,111.50
Total :						2,111.50
167916	9/14/2016	0000874 SURETY PEST CONTROL	1120803		PEST EXTERMINATION	31.52

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167916	9/14/2016	0000874 SURETY PEST CONTROL	(Continued)			
			1120805		PEST EXTERMINATION	44.57
			1120808		PEST EXTERMINATION	44.57
			1120811		PEST EXTERMINATION	33.70
			1120820		PEST EXTERMINATION	31.52
			1123173		PEST EXTERMINATION	54.35
			1125261		PEST EXTERMINATION	63.05
					Total :	303.28
167917	9/14/2016	0007736 SYSTEMS FOR PUBLIC SAFETY, INC	29644		UNIVERSAL GUN LOCK	458.50
					Total :	458.50
167918	9/14/2016	0007721 TOPPINS FROZEN YOGURT	2016		CITY PICNIC	543.50
					Total :	543.50
167919	9/14/2016	0008337 TRACTOR SUPPLY COMPANY	100009984		GRASS WEED	326.07
			100010060		ADPT	-13.02
			100010065		MICROFIBER TOWELS	10.87
					Total :	323.92
167920	9/14/2016	0000910 TRAFFIC SAFETY SUPPLY CO	117005		PAVEMENT MARKERS	273.27
					Total :	273.27
167921	9/14/2016	0001053 TREASURER, WASHINGTON STATE	090916		COURT/BC FEES	9,159.39
					Total :	9,159.39
167922	9/14/2016	0006331 ULINE	79499819		DISPENSER BOX	212.21
					Total :	212.21
167923	9/14/2016	0000923 UNITED PARCEL SERVICE	0000A0182W346		SHIPPING	11.32
			0000A0182W356		SHIPPING	15.99
					Total :	27.31
167924	9/14/2016	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	667.56
					Total :	667.56
167925	9/14/2016	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	569.44

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167925	9/14/2016	0004903 0004903 US BANK	(Continued)			Total : 569.44
167926	9/14/2016	0004903 US BANK	4485590003291289		CREDIT CARD PURCHASES	521.96
						Total : 521.96
167927	9/14/2016	0004903 US BANK	4485590002431076		CREDIT CARD PURCHASES	421.64
						Total : 421.64
167928	9/14/2016	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	399.00
						Total : 399.00
167929	9/14/2016	0004903 US BANK	4485591000119689		CREDIT CARD PURCHASES	368.64
						Total : 368.64
167930	9/14/2016	0004903 US BANK	4485590003205248		CREDIT CARD PURCHASES	350.46
						Total : 350.46
167931	9/14/2016	0004903 US BANK	4485590003222946		CREDIT CARD PURCHASES	130.95
						Total : 130.95
167932	9/14/2016	0000926 USBLUEBOOK	038394		ELECTRODE FILL/CHART PENS	418.69
						Total : 418.69
167933	9/14/2016	0000934 UTILITIES UNDERGROUND LOCATION	6080178		AUG 2016 LOCATES	80.08
						Total : 80.08
167934	9/14/2016	0000969 WASHINGTON STATE FERRIES	*RK274915		FERRY FARE	127.30
						Total : 127.30
167935	9/14/2016	0001052 WASHINGTON STATE PATROL	117001425		BACKGROUND CHECKS	472.00
						Total : 472.00
167936	9/14/2016	0007094 WESTERN EQUIPMENT DIST, INC	8010037-00		SWITCH KIT	198.52
						Total : 198.52
167937	9/14/2016	0001039 WESTERN PETERBILT, INC	E242001 E242042		SENSOR FREIGHT	93.91 -10.87
						Total : 83.04

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167938	9/14/2016	0006267 WESTERN REFUSE & RECYCLING	143989 144193		PIN/ROLLER/SNAP RING/BUSHING PINS/BUSHING	241.31 711.80 Total : 953.11
167939	9/14/2016	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1299		AUG 2016 ANIMAL SHELTER	8,500.00 Total : 8,500.00
167940	9/14/2016	0001000 WHIDBEY AUTO PARTS, INC.	293886 295333		LUBRICANT FITTINGS/HOSE	11.19 67.40 Total : 78.59
167941	9/14/2016	0000675 WHIDBEY COMMUNITY PHYSICIANS	060216 060916 062116 062316 062416 062716		SULLIVAN SHELLEY BOON ROBBINS BAZA BOS	150.00 150.00 150.00 150.00 150.00 150.00 Total : 900.00
167942	9/14/2016	0001017 WHIDBEY PRINTERS	48590 48707 48715		ENVELOPES ENVELOPES BUSINESS CARDS/FELIX	313.27 203.49 59.79 Total : 576.55
167943	9/14/2016	0007078 WHIDBEY SIGN COMPANY	16444		SIGNS	173.92 Total : 173.92
167944	9/14/2016	0001010 WHIDBEY TELECOM	4029974 4032855		CURRENT NET SERVICE ALARM MONITORING	41.45 65.23 Total : 106.68
167945	9/14/2016	0008370 WILLIS, NORMAN	083016		FACILITY RESERVATION REFUND	250.00 Total : 250.00
167946	9/14/2016	0005558 WILTSE, KRIS	1021		INTERPRETIVE SIGNS	1,261.00 Total : 1,261.00
167947	9/14/2016	0004961 WOODWARD, GREGORY	090716		WELLNESS INCENTIVE	20.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167947	9/14/2016	0004961 0004961 WOODWARD, GREGORY	(Continued)			Total : 20.00
167948	9/14/2016	0006775 WORKSAFE SERVICE, INC	230800		DRUG TESTING	330.00
						Total : 330.00
167949	9/14/2016	0001061 XEROX CORPORATION	086077770		AUG 2016 COPIER RENTAL	468.12
						Total : 468.12
157 Vouchers for bank code : bank						Bank total : 399,329.52
157 Vouchers in this report						Total vouchers : 399,329.52

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

Bill No. 4. e.
Date: September 20, 2016
Subject: Resolution 16-08: Sole Source-
Roll Carts

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

A motion authorizing the sole source purchase of 900 roll carts in the amount not to exceed \$55,000.00 to SSI-Schaefer.

BACKGROUND / SUMMARY INFORMATION

In 2017, some small solid waste franchise areas with Island Disposal will expire bringing approximately 200 new solid waste customers into the City's solid waste collection system. In order to provide refuse, recycling and yard waste services, additional roll carts will need to be purchased. In addition, some of our existing roll carts have reached the end of their useful life and should be replaced. City roll carts come in a variety of sizes and colors depending on the service. There is customized molded graphics which include the City logo and a number for identification purposes. The roll carts used for recycling include information about items that may be recycled.

The City has over 13,000 roll carts issued to customers and they all have been purchased from SSI-Schaefer. There is another roll cart manufacturer, but they do not have the same style or the same sizes as our current provider.

Sole Source procurement is a purchasing tool that allows the City to waive the formal bid requirements when the purchase is clearly and legitimately limited to a single source or supply. In order to utilize this purchasing tool a resolution must be passed and the sole source justification documented.

The sole source justification and resolution have been completed. Therefore, staff is proposing to use sole source procurement to continue to use SSI-Schaefer in order to stay compatible with existing equipment and services.

LEGAL AUTHORITY

OHMC 2.320.120 Sole source procurement.

A contract for the purchase of materials, supplies or equipment may be awarded without complying with the bidding requirements of this chapter when the purchasing coordinator determines in writing, subject to the approval of the finance director or such other person appointed by the mayor to review the determination, after conducting a good faith review of available sources, that there is only one source for the required materials, supplies or equipment. The purchasing coordinator shall conduct negotiations, as appropriate, as to price, terms, and delivery time. A record of sole source procurements shall be maintained that lists each contractor's name, the amount and type of each contract, and a listing of the item(s) procured under each contract. Sole source determinations in excess of \$30,000 shall be made by the city council. (Ord. 1470 § 3, 2006).

FISCAL IMPACT

Funds Required: \$55,000.00

Appropriation Source: 403.10.537.00.3500 and 403.30.537.00.3500

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Sole Source Resolution 16-08](#)
2. [Exhibit "A"](#)
3. [Sole Source Justification Form](#)

RESOLUTION NO. 16-08

RESOLUTION DECLARING SSI-SCHAFFER A SOLE SOURCE FOR PURPOSES OF PURCHASING CUSTOMIZED ROLL CART CONTAINERS.

WHEREAS, the City is interested in purchasing certain property described in Exhibit "A" hereto attached; and

WHEREAS, the Budget & Purchasing Specialist has determined in writing, subject to the approval of the Finance Director, that the items specified in Exhibit "A" are only reasonably obtainable from SSI-Schaefer, 10021 Westlake Drive, Charlotte, North Carolina 28273; now, therefore

BE IT RESOLVED by the City Council of the City of Oak Harbor as follows:

1. That the supplier above-named is the sole source supplier of the property identified in Exhibit "A" hereto attached;
2. That the City is authorized to purchase the same without proceeding to secure competitive bids.

PASSED and approved by the City Council this 20th day of September, 2016.

THE CITY OF OAK HARBOR

Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit "A"

Quotation

Schaefer Systems Inc.
10021 Westlake Drive
Charlotte, NC 28273
wayne.hazelip@ssi-schaefer.us

Date: August 5, 2016
Quote #: 805-16-673
Acct. Code: 000806

Bill To: City of Oak Harbor
865 Barrington Drive SE
Oak Harbor, WA 98277
360-679-5551
qplace@oakharbor.org

Ship To: City of Oak Harbor
Dept. of Public Works
1400 NE 16th Avenue
Oak Harbor, WA 98277

Terms	Requested by	ETA	FOB
Net 30 Days	George Place	6 weeks	Lodi, CA
Oty.	Description	Unit Price	Line Total
200	80 Liter (20 gal.) Schaefer Refuse Container, European style Model Number GMT80, with 8" Rubber Wheels, Color: Gray Garbage	\$50.00	\$10,000.00
200	35-Gallon Schaefer Refuse Container, Model Number USD35B, with 8" Plastic Snap-on Wheels, Color: Gray Garbage	\$38.00	\$7,600.00
500	95-Gallon Schaefer Refuse Container, Model Number USD95M, with 10" Plastic Snap-on Wheels, Color: Green Yard Waste	\$48.50	\$24,250.00
Estimated Freight Charges – Due to fluctuating fuel costs, freight will be charged based on the actual costs incurred at time of shipping.			\$3,600.00
<i>*Applicable Sales Tax will be added to your invoice unless a Tax Exempt Certificate is on file with SSI Schaefer.</i>		Sales Tax 8.7%	\$3,954.15
*Total			\$49,404.15

THIS QUOTE IS VALID FOR 14 DAYS FROM THE ABOVE DATE.
DUE TO FLUCTUATING RESIN CRISIS, ALL ORDERS RECEIVED PAST QUOTE EXPIRY DATE WILL BE REVIEWED FOR POSSIBLE PRICE ADJUSTMENT.

Date : August 5, 2016

Quote : 805-16-673

This is a quotation on the goods named, subject to the conditions noted below:

MARKINGS: All container lids shall be embossed with:
SSI Schaefer
Instructions for Use (in English & Spanish)
No Hot Ashes

Hot Stamping/In-Mold Graphic: Non Standard customization may result in additional cost.
Minimum Hot Stamp Quantity 50 (per cart type and color)

ASSEMBLY: Assembly is required for wheels and axles.

TERMS

OF SALE: Schaefer Systems International, Inc. is pleased to solicit your order to purchase the goods described in this quotation. Please forward a signed copy of this proposal, indicating your acceptance, to our office in Charlotte, NC. Should you have any questions regarding this agreement, please contact our sales office at (704) 944-4500.
Orders with custom hot stamping are non-cancelable.
All orders are subject to credit approval.
All merchandise remains the property of SSI Schaefer until payment in full.

IMPORTANT

NOTE: Both pages of signed Quotation/Order Confirmation, along with any artwork,

Agreed and accepted by:



Maria Frizzell, OED
Waste Technology Division

Agreed and accepted by:

Name and Title

August 5, 2016

Date

Date

Thank you for your business!

SOLE SOURCE JUSTIFICATION

Requisition Item: 20, 35, 95 gallon Customized Roll Carts

Requisition Number: 9086

1. Please describe the item and its function:

2.

The City of Oak Harbor uses roll carts for residential recycling and refuse collection. These roll carts are customized by placing molded graphics on the roll carts. In order to keep consistent with the roll carts already in use, we are requesting to use the sole source procurement process. Schaefer is the only company that makes the style of roll carts we currently utilize in the City.

2. This is a sole source* because:

- sole provide of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard"
- sole provider of factory-authorized warranty service sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (please attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors?

Please be specific. Schaefer is the only provider of this style of roll cart. It is the only provider we have used and in order to stay compatible with existing equipment and inventory, we are asking to procure through them. In addition, the other vendors do not have the same sizes as our existing roll carts which would make it very hard to monitor different pricing based on sizes. For example, we have a 95 gallon cart and they have a 96 gallon cart. That extra gallon would be an issue.

4. What steps were taken to verify that these features are not available elsewhere?

There are other roll cart manufacturers, however the style changes and they do not currently have our molded graphics which would be a greater cost to implement.

If we were to change, confusion could arise due to the look and feel of another roll cart. Staying consistent and compatible is logical to keep the program running smoothly.

**Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation. Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.*

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

Bill No. 4. f.
Date: September 20, 2016
Subject: Resolution 16-10: Sole Source-
Camera Van Components

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

A motion authorizing the sole source purchase camera van components consisting of a Summit wireless retrofit package and Gnet upgrade package from Cues in an amount not to exceed \$40,000.00.

BACKGROUND / SUMMARY INFORMATION

In 2006, the City purchased a Chevrolet Camera Van complete with Cues equipment. Cues has given the City notice that they will no longer be supporting the City's current Granite XP system after 2016. Therefore, the system would need to be upgraded.

Staff determined that replacing the entire camera system would cost significantly more and is not necessary at this time. Our staff has 25 years of experience using Cues equipment and we anticipate that the upgraded system will continue to be easy to use as well as increase our efficiency due to new technology. The van itself has very low miles and does not have any mechanical issues, therefore it is estimated that this will extend the life of the camera system for another eight years.

This system is used by the Wastewater and Storm Drain divisions to provide inspections on new lines installed by contractors, conduct maintenance inspections on existing lines, to troubleshoot issues and complaints, to determine future replacement of our infrastructure and lastly, to help identify and reduce infiltration in sewer lines which in turn reduces the amount of wastewater that needs to be treated.

Sole Source procurement is a purchasing tool that allows the City to waive the formal bid requirements when the purchase is clearly and legitimately limited to a single source or supply. In order to utilize this purchasing tool a resolution must be passed and the sole source justification documented.

The sole source justification and resolution have been completed. Therefore, staff is proposing to use sole source procurement to continue to use Cues in order to stay compatible with existing equipment and services.

LEGAL AUTHORITY

OHMC 2.320.120 Sole source procurement.

A contract for the purchase of materials, supplies or equipment may be awarded without complying with the bidding requirements of this chapter when the purchasing coordinator determines in writing, subject to the approval of the finance director or such other person appointed by the mayor to review the determination, after conducting a good faith review of available sources, that there is only one source for the required materials, supplies or equipment. The purchasing coordinator shall conduct negotiations, as appropriate, as to price, terms, and delivery time. A record of sole source procurements shall be maintained that lists each contractor's name, the amount and type of each contract, and a listing of the item(s) procured under each contract. Sole source determinations in excess of \$30,000 shall be made by the city council. (Ord. 1470 § 3, 2006).

FISCAL IMPACT

Funds Required: \$40,000.00

Appropriation Source: 501.00.548.68.3400

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Sole Source Justification](#)
2. [Sole Source Statement from Cues](#)
3. [Sole Source Resolution 16-10](#)
4. [Exhibit "A"](#)
5. [Exhibit "B"](#)



REQUEST FOR SOLE SOURCE

To: City Council

From: Cathy Rosen, Public Works Director

Subject: Sole Source Request for the Purchase Of: CUES Camera Van Components

Requested Supplier: SSI-Schaefer

Cost Estimate: Not to exceed \$40,000.00

Sole source purchases are defined as clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological ground such as operational compatibility with existing equipment and related parts or upon a clearly unique and cost effective feature requirement. The use of sole source purchases shall be limited only to those specific instances which are totally justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Refer to the attached sole source justification as prepared by our department, to the attached review of available products/services and to my completed Purchase Requisition.

<p>Requestor</p> <p>_____/_____ Signature Date</p>	<p>Department Head</p> <p>_____/_____ Signature Date</p>
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<p>Finance Director</p> <p>_____/_____ Signature Date</p>	<p>City Administrator</p> <p>_____/_____ Signature Date</p>
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SOLE SOURCE JUSTIFICATION

Requisition Item: Summit wireless retrofit package and Gnet conversion

Requisition Number: 9087

○ **Please describe the item and its function:**

The camera van is an essential tool to the Wastewater and Storm Drain Divisions. It is used to do new inspections and maintenance inspections of all City sewer lines. It is a tool that is used to troubleshoot issues in the City's sewer lines and also to determine future replacements of our infrastructure. Lastly, it is used to help reduce water line infiltration in order to reduce water flows.

2. This is a sole source* because:

- X sole provider of a licensed or patented good or service
- X sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard"
- X sole provider of factory-authorized warranty service sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (please attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors?

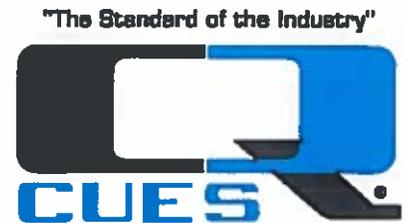
Please be specific.

There are other providers of this type of system, however they are not compatible with our existing system which is not in need of total replacement, just an upgrade. We have been told that Granite XP, our existing software and equipment, will no longer be supported after 2016 and that this is an ideal time to upgrade in order to keep up and running with support.

4. What steps were taken to verify that these features are not available elsewhere?

Staff requested a letter from Cues indicating that they are the sole manufacturer and supplier of OEM parts and services for our existing Cues TV equipment. We have determined that this upgrade is more cost effective than replacing the entire camera system.

**Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation. Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.*



CUES Sole Source Statement 2016-2020

CUES is the sole manufacturer and supplier of OEM (*Original Equipment Manufacturer*) parts and service for your existing CUES TV equipment. Due to compatibility and warranty issues CUES recommends the purchase of "Original" components and parts for your existing CUES TV unit. This includes Granite XP, Gnet and all related software and support plans.

Cues NW is the sole supplier for Cues equipment in WA. Pricing is factory direct without dealer mark up, so is the lowest pricing Cues offers.

GXP and Gnet computers are built in house and are constructed for a mobile outdoor environment. Purchasing a Cues built computer enables use of our free loaner program in the event of service needs. In addition, software is installed in house and tested prior to shipping. Cues is not responsible for troubleshooting, maintenance, or support on any 3rd party hardware used with GXP or Gnet software.

Cues Summit electronics are made by and for Cues to run your Cues inspection equipment and work seamlessly with the Gnet software. Use of any other manufacturers electronics will damage your equipment and are not supported.

CUES will not be responsible for damage resulting from the use of other manufactures components or parts that are not 100% compatible with your existing CUES TV equipment.

The main benefits of CUES OEM purchases are:

1. Continuation of Warranty
2. Life Time Loaner Policy on CUES Equipment
3. Maintain Standardization of Equipment
4. CUES has the only factory direct service & support facility in the NW that includes 3 full time employees.
5. 100% compatibility without modifications to Cues electronics.

CUES will insure that customers using the sole source or piggy-back method receive "as if bid" prices, which can be substantiated by previously quoted prices or actual prices from bid documents/piggy-back purchases of similar recent equipment sales.

Gillian Wilson, Cues NW Territory Manager

9/9/16

Gillian Wilson

RESOLUTION NO. 16-10

RESOLUTION DECLARING CUES A SOLE SOURCE FOR PURPOSES OF PURCHASING THE SUMMIT WIRELESS RETROFIT PACKAGE AND GNET CONVERSION THAT IS COMPATIBLE WITH OUR EXISTING SYSTEM.

WHEREAS, the City is interested in purchasing certain property described in Exhibit "A" and in Exhibit "B" hereto attached; and

WHEREAS, the Budget & Purchasing Specialist has determined in writing , subject to the approval of the Finance Director, that the items specified in Exhibit "A" and Exhibit "B" are only reasonably obtainable from Cues, 3600 Rio Vista Avenue, Orlando, Florida 32805; now, therefore

BE IT RESOLVED by the City Council of the City of Oak Harbor as follows:

1. That the supplier above-named is the sole source supplier of the property identified in Exhibit "A" and Exhibit "B" hereto attached;
2. That the City is authorized to purchase the same without proceeding to secure competitive bids.

PASSED and approved by the City Council this 20th day of September, 2016.

THE CITY OF OAK HARBOR

Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit "A"



3600 Rio Vista Avenue
Orlando, FL 32805
Toll Free: 800-327-7791
Phone: 407-849-0190
Fax: 407-425-1569
Web site:
www.cuesinc.com

Friday, September 09, 2016

Steve Bebee
Oak Harbor, City of
865 S.E. Barrington Dr
Oak Harbor, WA 98277

RE: Summit retrofit

Dear Steve:

Here is the pricing information you requested along with a detailed component list. I applied a 10% discount to the quote.

Summit wireless retrofit package

- Summit wireless CCU
- Summit wireless PCU
- Wired and wireless controllers
- Connection cables
- Auto payout retrofit kit for reel
- Installation
- Training

Total	\$25,990 (includes 10% discount)
8.7% sales tax	\$2,261
Grand total	\$28,251

FOB: Destination
Terms: Net 30
Delivery: 4 - 6 weeks ARO

Feel free to call me with any questions.

Sincerely,

Gillian Wilson
Cues NW Territory Manager

Specifications For: OAK HARBOR, WA

- 1 SYSTEM SELECT INTERFACE WITH SUMMIT SYSTEM INTERFACE CABLES**
- 1 12P TERMINATION REPAIR KIT METAL PR, SPR, SMM**
- 1 PCU ASSEMBLY [RACK MOUNT]**
- 1 CCU ASSEMBLY [RACK MOUNT]**
 - 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
 - 1 Remote "QWERTY" Keyboard for Data Entry
 - 1 On Screen Footage Display
 - 1 WRC and PACP Codes
- 1 WIRED USB CONTROLLER**
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]
- 1 WIRELESS CONTROLLER**
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]
- 1 AUTO PAYOUT RETRO KIT FOR EXISTING TV REEL**
- 1 INSTALLATION/TRAINING, ON-SITE (THREE DAYS)**
- 1 COMPONENT DELIVERY**

Exhibit "B"



3600 Rio Vista Avenue
Orlando, FL 32805
Toll Free: 800-327-7791
Phone: 407-849-0190
Fax: 407-425-1569
Web site:
www.cuesinc.com

Friday, September 09, 2016

Steve Bebee
Oak Harbor, City of
865 S.E. Barrington Dr
Oak Harbor, WA 98277

RE: Gnet conversion

Dear Steve:
Here is the pricing information you requested for upgrading your GXP to Gnet.

Gnet upgrade package

- Gnet Advanced (no charge)
- New Gnet slim rack mount computer
- Blank cover panels
- GXP to Gnet database conversion
- Gnet Office support plan
- Delivery
- 2 days installation and training

Total	\$7,946
8.7% sales tax	\$691
Grand total	\$8,637

FOB: Destination
Terms: Net 30
Delivery: 4 - 6 weeks ARO

Feel free to call me with any questions.

Sincerely,

Gillian Wilson
Cues NW Territory Manager

City of Oak Harbor
City Council Agenda Bill

Bill No. 4. g.
Date: September 20, 2016
Subject: Approve the Chief of Police
Employment Contract with
Kevin Dresker

FROM:

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Approve the Chief of Police Employment Contract with Mr. Kevin Dresker and authorize the Mayor to sign.

BACKGROUND / SUMMARY INFORMATION

The Mayor recommends the attached employment contract for Mr. Kevin Dresker to assume the position of Chief of Police.

LEGAL AUTHORITY

Oak Harbor Municipal Code

2.36.030 Police chief – Appointment.

The department of police shall be under the direction and control of the police chief subject to the direction of the mayor or the mayor's designee. The chief of police shall be appointed by the mayor and confirmed by the city council.

The police chief shall serve at the pleasure of the mayor pursuant to an employment contract proposed by the mayor and approved by the city council. (Ord. [1628](#) § 4, 2012; Ord. 984 § 2, 1994; Ord. 649 § 1, 1983).

FISCAL IMPACT

This is a current position which was budgeted as part of the biennial budget. The total cost of the contract is \$116,376 annually.

The proposed contract specifies conditions of employment and sets working conditions for the Chief of Police including but not limited to:

- Salary: Starting base salary \$116,376 annually, with a provision for annual cost of living adjustments.
- Relocation: The City will reimburse expenses related to relocation in an amount not to exceed \$2,500.
- Severance Package: Severance pay for at-will termination in the amount of six (6) months' salary. No severance pay for termination by resignation or for cause.
- Other Benefits: Same as provided for general City employees, including but not limited to, retirement and medical and dental insurance.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Chief of Police contract with Kevin Dresker](#)

EMPLOYMENT CONTRACT
Chief of Oak Harbor Police Department

THIS AGREEMENT effective October 10, 2016, by and between the City of Oak Harbor, hereinafter referred to as “City”, and Kevin Dresker, hereinafter referred to as “Police Chief”.

WHEREAS, the Police Chief has been selected by the Mayor through a competitive process to undertake the duties of the position of Police Chief, and

WHEREAS, pursuant to OHMC 2.34.055 department heads employed by the City shall be offered employment contracts, and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions for the position of Police Chief, and,

WHEREAS, pursuant to OHMC 2.36.030 the City Council has confirmed the Mayor’s appointment of Kevin Dresker as Police Chief for the City of Oak Harbor, and

WHEREAS, the Police Chief agrees to serve in that capacity subject to the terms and conditions set forth in this Employment Contract,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the terms and conditions hereinafter set forth, the City and Police Chief agree as follows:

1. Employment. The City hereby employs the Police Chief to serve in the position of Police Chief for the City of Oak Harbor. The duties of said position shall be to perform all duties assigned to the position of Police Chief as provided in the job description, the Oak Harbor Municipal Code, and Washington State law, together with such other and further duties and special projects as may be assigned to the Police Chief by the City’s Mayor and/or City Administrator. Pursuant to OHMC 2.36.030 and 2.34.055 the Police Chief shall serve at the pleasure and at the discretion of the City’s Mayor.
2. Duration of Employment. This Employment Agreement shall become effective on October 10, 2016, and shall continue indefinitely thereafter unless sooner terminated by the parties as provided in paragraphs 3 and 4 below.
3. “At Will” – Termination by the City. The Police Chief shall at all times during his employment be considered an “At Will” employee, subject to termination by the City’s Mayor at any time with or without cause. Nothing in this Agreement shall be construed other than an “At Will” employment relationship between the City and the Police Chief and the Police Chief expressly acknowledges that no contrary representations have been made by the City.
4. Resignation – Termination by the Police Chief. The Police Chief reserves the right to resign from employment at any time with or without cause. The Police Chief agrees to give the City not less than two (2) weeks’ notice prior to the effective date of any such resignation.

5. Compensation: The Police Chief shall be compensated for services rendered during the term of this Agreement as follows:
- a. Base Salary. The Police Chief shall receive a monthly salary of \$9698.00. The rate of pay may be adjusted annually equal to the cost-of-living and/or cost-of-market increase given to the other Department Heads thereafter.
 - b. Salary and Wage Study. In the event that a salary and wage study is conducted, the Police Chief position shall be included.
 - c. Benefits. The Police Chief shall be entitled to an initial bank of forty (40) hours of sick leave as of the effective date of this employment agreement, and shall be eligible for an additional bank of forty (40) hours of sick leave after six (6) months of satisfactory employment, and to accrue at eight (8) hours of sick leave per month. The Police Chief shall receive ten (10) paid holidays, plus one (1) floating holiday of his choice, to total eleven (11) paid holidays annually. In addition, the Police Chief shall receive an initial bank of forty (40) hours of vacation leave as of the effective date of this employment agreement, and shall be eligible for an additional bank of forty (40) hours of vacation leave after six (6) months of satisfactory employment. The Police Chief will initially accrue vacation leave at a rate of fifteen (15) hours per month. After twelve (12) months of employment, vacation will accrue at sixteen and sixty-six hundredths (16.66) hours per month.

The Police Chief shall also receive all other benefits provided by the City of Oak Harbor to regular employees as follows:

- Medical insurance, premium paid 100% and 75% premium paid for spouse and dependent children
- Dental insurance, premium paid 100% and 75% premium paid for spouse and children
- Standard Insurance life insurance policy of \$25,000 paid for employee only
- Enrollment in Law Enforcement Officers and Firefighters (LEOFF) retirement system

The Police Chief shall also be entitled to elect other voluntary benefit options as follows:

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness
- Pre-tax deductions for unreimbursed medical expenses and/or dependent day care
- Additional self-paid Voluntary Group Life Insurance
- Self-paid enrollment in his choice of two deferred compensation plans
- Health Saving Account (HSA) fully funded by the City

The Police Chief shall also be entitled to the following Police Chief specific benefits:

- The Department will provide any and all reasonably necessary uniform needs

- The duties of the Police Chief require unrestricted use of a vehicle at all times, as such, the City shall provide a vehicle for the Police Chief
- d. Timing of Monthly Payments – Deductions. All monthly payments of salary and benefits shall be made at the same time and on the same date as the City’s regular payroll. All such monthly payments shall be subject to all required state and federal deductions, including income tax, social security, and any other deduction required and authorized by law. The City agrees to pay all employer contributions to FICA, worker’s compensation, and similar programs as required by law.
6. The Police Chief’s Work Schedule. The Police Chief is a confidential, exempt employee for purposes of the Federal Fair Labor Standards Act and as such shall not work a fixed forty (40) hour per week schedule. The Police Chief shall generally work at Oak Harbor Police Department during regular business hours of the City, Monday through Friday, provided, that the Police Chief shall receive time off for holidays according to the holiday schedule customarily observed by the City. The Police Chief is also required to attend all meetings of the Oak Harbor City Council and such other council committee, city board, commission and staff meetings as requested by the Mayor or City Administrator or as required by the duties of the position.
7. Severance Package.
- a. Severance for At Will Termination. In the event the Police Chief’s employment with the City is terminated for any reason other than those delineated in subparagraph (b) below, the City will provide the Police Chief severance payment for a period of six (6) months after the effective date of termination. The monthly amount shall be paid in accord with the same schedule as the regular city payroll, and shall be subject to the same mandatory deductions as the Police Chief’s salary was prior to termination.
- i. Reference. In the event of termination of the Police Chief’s employment by the City, the Police Chief shall be entitled to an employment reference from the City, the language of which shall be agreed upon by the parties, provided, that in the event the parties cannot agree on the form of the reference, the City will provide only the dates of the Police Chief’s employment, the last position held, the last salary received, the fact that the Police Chief is no longer employed by the City.
- ii. Unemployment Benefits. The City will not oppose any unemployment benefit claims made by the Police Chief.
- b. Termination by Resignation or for Cause. The severance package provided for in subparagraph (a) above shall not be available to the Police Chief if the termination of the Police Chief’s employment with the City is due to:
- i. Resignation. The Police Chief’s voluntary resignation from employment. For purposes of this paragraph, “voluntary resignation” means a resignation of employment resulting from the free choice of the Police Chief and not the result of a suggestion to resign in lieu of termination made by formal action of the Mayor or City Council.

- ii. Misconduct. Criminal conduct, commission of any crime, abuse of public office, or other gross misconduct, including, but not limited to, fraud, deceit, embezzlement, theft of funds or property, assault, or sexual, racial, or other harassment; or
 - iii. Job Performance. Insubordination, incompetence, inadequacy, or inefficiency of the Police Chief in the performance of his official duties.
 - c. Construction. The severance package provided in subparagraph (a) above shall not be construed as an extension of the Police Chief's employment beyond the termination date. The Police Chief shall not, during the period between the termination date and the end of the severance payments, accrue any additional sick leave, vacation, leave, or other benefit accorded active City employees.
- 8. Professional Memberships, Dues & Subscriptions. The City agrees to pay the reasonable professional dues and subscriptions necessary for continuation, enrollment and full participation of continued education in the law enforcement profession. In addition, the City may pay for membership in such other associations or organizations, and may reimburse the Police Chief for attendance at annual conferences or the same and for such other professional development activities as the Mayor or City Administrator may approve and as may be annually budgeted by the City Council.
- 9. Relocation Expenses. The City will reimburse expenses related to your move in an amount not to exceed \$2,500. This may include items such as packing materials, plane flights, hotels, movers, mileage and per diem travel. Reimbursement is conditioned upon production to the City of documentation detailing these expenses.

The City views payment of your moving expenses as a long-term investment. Therefore, the offer to provide reimbursement is conditioned upon your continuous employment with the City. Should you choose to separate from employment with the City before the third anniversary of your start date, the City will require prorated repayment of those funds reimbursed to you. The proration would be calculated on a monthly basis (the number of months remaining in the 36-month period divided by 36).
- 10. Liability Insurance. The City agrees to cover the Police Chief on the City's liability insurance policies to the same extent as any regular employee of the City is covered for acts, errors, or omissions within the scope of employment. All such liability insurance coverage shall be provided at the City's sole cost and expense.
- 11. Hold Harmless. The City of Oak Harbor agrees to hold harmless and indemnify the Police Chief from any and all costs, risk or liability associated with or arising out of acts or failures to act which are performed within the scope of his employment as the Police Chief including the reasonable cost of legal defense by counsel appointed by the City or its insurance carrier, as applicable. This promise to indemnify shall exclude only criminal acts of the Police Chief and acts or failure to act which would constitute an intentional tort or intentional wrongdoing knowingly committed by the Police Chief without the express direction of the Mayor or City

Administrator of the City of Oak Harbor. This promise to hold harmless and indemnify shall survive beyond the employment of the Police Chief with the City of Oak Harbor in order that the Police Chief shall be held harmless, indemnified and defended in the future for all acts taken as the Police Chief subject to the limitations contained herein.

12. Severability. If any paragraph, sentence, clause or phrase of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, said invalidity or unenforceability shall not affect the validity or enforceability of any other paragraph, sentence, clause or phrase, and to that end the terms and conditions set forth in this Agreement shall be severable.
13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the terms and conditions of the Police Chief's employment by the City and no other agreements or understandings, oral or otherwise, exist or shall be deemed binding upon the parties. The Agreement may be amended only by a written instrument duly executed by both parties.

Dated this _____ day of _____, 2016.

For the City of Oak Harbor:

Robert Severns, Mayor

Kevin Dresker

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

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

Bill No. 4. h.
Date: September 20, 2016
Subject: Authorize Interlocal Facility Use
(Lease) Agreement with ICOM

FROM: Dr. Doug Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Authorize Mayor to sign Interlocal Facility Use (Lease) Agreement with I-COM for the five-year term January 1, 2016 through December 31, 2020.

BACKGROUND / SUMMARY INFORMATION

The Island County Emergency Services Communication Center (I-COM) leases, through an Interlocal Facility Use Agreement, a 4,200 square foot portion of the City owned building located at 860 SE Barrington Drive, Oak Harbor, WA. 98277. The previous lease between I-COM, entered in to on April 19, 2011, was for a five-year period ending December 31, 2015. The City and I-COM have been negotiating the terms of a new agreement with both parties operating under the terms of the previous agreement. Negotiations for the new lease are now complete.

Washington's Interlocal Cooperation Act, [Ch. 39.34 RCW](#), authorizes public agencies to contract with other public agencies via interlocal agreements that enable cooperation among the agencies to perform governmental activities and deliver public services. Local governments engage in a wide array of cooperative efforts with each other, state agencies, and other governmental entities. Intergovernmental cooperation takes many forms, including mutual aid agreements for police and fire services, intergovernmental service contracting, joint facility use agreements, corporations, coordinated growth management planning, joint purchasing, and regional provision of emergency services. These agreements are negotiated for the purposes of mutual benefit and may incorporate terms and conditions which recognize the cooperative nature of the relationship of all parties - including features which may incorporate discounts to market rates or shared use components.

Accordingly, under the cooperative spirit of this agreement, the initial lease rate is set at .58 cents per square foot, for an initial monthly lease rate of \$2,436.00. This initial rate will be adjusted at the beginning of each year by the Seattle Area CPI-U. In addition, a annual 5% market rate adjustment will be made, beginning January 1, 2017, for three successive years to move the lease rate from approximately 50% of comparable market rates to 65% of market rates. This mutually beneficial

adjustment provides a future discount benefit to I-COM while simultaneously giving the citizens of the City of Oak Harbor a return on their capital investment in the building. This is the exact form of cooperative arrangement desired under the direction of the Washington Interlocal Cooperation Act.

The staff recommendation for this action is for City Council to authorize the Mayor to sign the lease for the proposed five-year term under the conditions listed thereon.

LEGAL AUTHORITY

RCW 35A.11.020, paragraph 3, states: The legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law. By way of illustration and not in limitation, such powers may be exercised in regard to the acquisition, sale, ownership, improvement, maintenance, protection, restoration, regulation, use, leasing, disposition, vacation, abandonment or beautification of public ways, real property of all kinds, waterways, structures, or any other improvement or use of real or personal property, in regard to all aspects of collective bargaining as provided for and subject to provisions of chapter 41.56 RCW, as now or hereafter amended, and in the rendering of local social, cultural, recreational, educational, governmental, or corporate services, including operating and supplying of utilities and municipal services commonly or conveniently rendered by cities or towns.

FISCAL IMPACT

The revenue from the proposed lease is incorporated into the current Biennial Budget.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

The City of Oak Harbor approved a five-year lease for the I-COM facility on December 5, 2010. I-COM then requested further clarification of maintenance items and modifications were made to address these concerns and add further clarification. City Council then reviewed the I-COM Lease renewal at the May 3, 2011 Council meeting. No terms were modified; amended or changed that involved and monetary length of the contract.

ATTACHMENTS

1. [ICOM 2016 Lease Agreement- Council Version Final](#)

Return to:
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

INTERLOCAL FACILITY USE AGREEMENT

LESSOR: City of Oak Harbor
LESSEE: Island County Emergency Services Communication Center (I-COM)
PARCEL#: R13202-319-2800

LEGAL DESCRIPTION: That portion of the Public Safety Building which was formerly the fire station and is further designated as: (See Exhibit "A" for complete legal description)

WHEREAS, I-COM is a special purpose non-proprietary agency that provides law enforcement, fire, and medical dispatch services to 10 member agencies located in Island County, Washington, and the public they serve, and

WHEREAS, the City of Oak Harbor, Washington, a municipal corporation, is a member agency of I-COM 911 with both fire and police departments utilizing the professional dispatch services of I-COM 911, and

WHEREAS, RCW 39.34 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities, and

WHEREAS, both entities are authorized to enter into agreements with the other, pursuant to R.C.W Chapter 39.34 (Interlocal Cooperation Act); and

WHEREAS, I-COM and the City of Oak Harbor desire to execute an interlocal facilities use agreement for the purpose of I-COM leasing facilities owned by the City of Oak Harbor.

WHEREAS, the City and ICOM desire to set forth their agreement regarding the consideration the District must pay for the use of the City's facilities; and

WHEREAS, no separate entity will be created pursuant to this agreement; and

WHEREAS, no jointly owned property will be acquired pursuant to this agreement.

This Agreement is made and entered into on the _____ day of _____, 2016, between the CITY OF OAK HARBOR, a municipal corporation of the State of Washington, located in Island County, herein referred to as "Lessor", and ISLAND COUNTY EMERGENCY SERVICES COMMUNICATIONS CENTER, herein referred to as "Lessee".

In consideration of the mutual covenants herein set out, the parties agree as follows:

1. Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises described in Section 1 constituting a portion of the building ("Building") located on the Property legally described on Exhibit "A" hereto.
2. Term. The term of this lease begins on January 1, 2016 and continues for a five (5) year period, expiring on December 31, 2020.
3. Rent. For purposes of rent calculation, the parties agree that the premises consist of 4,200 square feet of building space.
 - 3.1 Monthly Rent. Beginning January 1, 2016, the Lessee shall pay Lessor monthly rent at the rate of Fifty-four Cents (\$0.58) per square foot. During the Term, Lessee shall pay to Lessor the Monthly Rent adjusted as set forth below, without notice or demand, at the address to which notices to Lessor are to be given. Lessee shall pay Monthly Rent to Lessor, without deduction or offset, in advance on or before the fifteenth day of each month of the Term, including the Base Monthly Rent for the first month for the Term of this Agreement.
 - 3.2 Monthly Rent Adjustment Based on CPI.
 - 3.2.1 Monthly Rent will be adjusted as of the effective dates every January 1st of the term of this Lease by using the Consumer Price Index for All Urban Consumers for the Seattle Metropolitan area (the "CPI-U") – June to June. The percentage of change, if any, will be determined based on the CPI-U semi-annual figure and will be added to the initial Monthly Rent amount set out above as the annual adjustment.
 - 3.3 Annual Market Escalator. Beginning January 1, 2017, monthly rent will be adjusted every January 1st for the first three years of this Lease by a market escalator of 5%.
4. Personal Property Taxes, Rent Taxes and Other Taxes. Lessee shall pay all taxes, charges and other governmental impositions assessed against or levied upon Lessee's fixtures, furnishings, equipment and personal property located in the Premises prior to delinquency. Whenever possible, Lessee shall cause such items to be assessed and billed separately from Lessor's property. In the event such items are billed with Lessor's property, Lessee shall pay Lessor Lessee's share of such governmental

impositions within thirty (30) days of request by Lessor. Lessee shall pay any rent tax, sales tax, value added tax, or other tax currently applicable or which becomes applicable in the future, to the Rent.

5. Use of Premises.

5.1 Permitted Use. Lessee shall use the Premises exclusively for the purpose of providing dispatch and related services to entities as authorized by law. Such use shall conform to applicable City ordinances and state and federal law and Lessee agrees that by taking possession of the Premises, Lessee has determined to its satisfaction that the Premises can be used for that purpose. Lessee waives any right to terminate this Lease if the Premises cannot be used for that purpose. The Premises may not be used for any other purpose without Lessor's prior written consent.

5.2 Restrictions on Use. Lessee may not use or occupy the Premises or the Property in violation of any law, ordinance, regulation or the certificate of occupancy issued for the Property, and may not do, bring, or keep anything in or about the Premises that will cause an increased premium for or the cancellation of any insurance covering the Property. If Lessee does cause any such increase in insurance premiums, Lessee shall pay or reimburse Lessor for the entire amount thereof, without regard to whether Lessor elects to terminate this Lease as a result of Lessee's unauthorized use of the Premises. Lessee may not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to other Lessees in the Property, nor may Lessee do anything that will cause damage to the Property. Lessee may not place any signs, symbols, drapes or other materials in windows or other openings or in interior hallways or on the exterior of the Premises without prior written approval from Lessor. Lessee may not permit floor loading in excess of the pounds per square foot limitation, if any, which Lessor notifies Lessee is the maximum permissible for the Premises.

6. Lessee Maintenance. By taking possession of the Premises, Lessee accepts the Premises as being in good and sanitary order, condition and repair. Lessee shall, at its expense, clean, maintain and keep the Premises and all appurtenances, including, without limitation, carpet, wall coverings, signs, windows, doors, skylights, water pipes, electrical systems, outside area lighting, heating and air conditioning equipment, plumbing, fixtures, appliances, utility lines and other fixtures, equipment, improvements and systems utilized by Lessee, and shall keep the premises in "first class" condition and repair throughout the Term. The Lessee shall maintain the immediate approaches and sidewalks clean and sightly (including policing the grounds), free from ice and snow and from fire hazard and any other nuisance. At the expiration of the term, Lessee shall surrender the premises broom clean, in as good condition as the reasonable use thereof will permit. All damage or injury to the leased

premises not caused by fire and other casualty, as set forth in Paragraph 13 hereof, and all damage to glass shall be promptly repaired by Lessee.

Lessor shall keep in repair the roof, exterior walls, gutters, and downspouts of the part of the building leased under this Agreement, except as to damage arising from the negligence of Lessee which shall be the sole responsibility of the Lessee, but nothing herein shall be construed as requiring Lessor to repair any front doors, the interior, or glass in windows or doors. Any repairs, renovations, or modifications of the building must be approved by the City Administrator as well as comply with applicable federal, state and local law. Lessee shall be responsible for obtaining all permits required by law.

All building repairs, alterations, additions, improvements, installation, equipment, and fixtures, by whomsoever installed or erected (except such equipment and fixtures belonging to Lessee that can be removed without damage to or leaving incomplete the premises or building) shall belong to Lessor and remain on and be surrendered with the premises as a part thereof, at the expiration of this lease or any extension thereof. The Lessee is responsible for satisfying any granting agency requirements regarding Lessee improvements constructed utilizing granting funding.

All communications systems purchased and installed by Lessee shall remain property of the Lessee per Interlocal Agreement.

7. Utilities. Lessee shall be responsible for all utility costs to provide water, sewer, storm sewer and solid waste to the Island County Emergency Services Communication Center; provided the Lessor and Lessee agree to split the solid waste cost at 2/3rd's Lessor and 1/3rd Lessee for a three (3) yard dumpster serviced once a week.
8. Communication Tower. It is understood the communication tower currently situated on the Lessor's property is the sole responsibility of the Lessee for maintenance, repair, replacement and eventual removal.
9. Power Generator. It is understood the power generator currently situated on the Lessor's property is the sole responsibility of the Lessee for maintenance, repair, replacement and eventual removal.
10. Liens. Lessee shall keep the Premises and the real property upon which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. Lessor has the right at all reasonable times to post any notices on the Premises which it deems necessary for Lessor's protection from such liens. If any such liens are filed, Lessor may, without waiving its rights and remedies for breach, and without releasing Lessee from any of its obligations hereunder, require Lessee to post security in form and amount reasonably satisfactory to Lessor or cause such liens to be released by any means Lessor deems proper, including payment in satisfaction of the claim giving rise to the lien. Lessee

shall pay to Lessor upon demand any sum paid by Lessor to remove the liens, together with interest from the date of payment by Lessor, at the lesser of 1-1/2% per month or the maximum rate permissible by law.

11. Indemnification and Exculpation of Lessor. Lessee shall indemnify, defend, and hold Lessor harmless from all claims arising from Lessee's use of the Premises or the conduct of its business, or from any activity, work or thing done, permitted or suffered by Lessee in or about the Premises or the Property. Lessee shall further indemnify, defend, and hold Lessor harmless from all claims, liabilities, costs, attorneys' fees and expenses arising from any breach or default in the performance of any obligation to be performed by Lessee under the terms of this Lease, or arising from any act or omission of Lessee or of its agents or employees. Lessee's obligation to indemnify Lessor under this section includes an obligation to indemnify for losses resulting from death or immunities it now has or hereafter may have under any Industrial Insurance Act, or other worker's compensation, disability benefit or other similar act which would otherwise be applicable in the case of such a claim. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense, by counsel approved in writing by Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of and waives any claims Lessee might have in respect to damage to property or injury to persons in, upon or about the Premises from any cause whatsoever, except that which is caused by Lessor's gross negligence.

12. Insurance. The Lessee 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 Lessee's operation and use of the leased Premises.
 - 12.1 No Limitation. Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - 12.1.1 Minimum Scope of Insurance. Lessee shall obtain insurance of the types described below:
 - 12.1.1.1 Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as additional an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

- 12.1.1.2 Property insurance shall be written on an all risk basis.
- 12.1.2 Minimum Amounts of Insurance. Lessee shall maintain the following insurance limits:
- 12.1.2.1 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- 12.1.2.2 Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.
- 12.1.2 Other Insurance Provisions. The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Lessor. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute with it.
- 12.1.3 Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 12.1.4 Verification of Coverage. Lessee shall furnish the Lessor 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 Lessee.
- 12.1.6. Waiver of Subrogation. Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
- 12.1.7 Lessor's Property Insurance. The Lessor shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.
- 12.1.8 Notice of Cancellation. The Lessee shall provide the Lessor with written notice of any policy cancellation within two business days of their receipt of such notice.

12.1.9 **Failure to Maintain Insurance.** Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the Lessor may, after giving five business days notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Lessor on demand.

13. **Destruction.** In the event the Premises are destroyed or injured by fire or earthquake or other casualty, to the extent that they are untenantable in whole or in part, then Lessor may, at Lessor's option, proceed with reasonable diligence to build and restore said Premises or such part thereof, provided that within sixty (60) days after such destruction or injury, Lessor shall notify Lessee in writing of Lessor's intention to do so. During the period from destruction or damage to restoration, Rent will be abated in the same ratio as that portion of the Premises which Lessor determines is unfit for occupancy bears to the whole Premises.
14. **Assignment, Subletting and Succession.** Lessee may not assign or sublet this Lease or the Premises, or any part of either, without first obtaining Lessor's written consent. This Lease is not assignable by operation of law.
15. **Defaults - Remedies.**
 - 15.1 **Default by Lessee.** The occurrence of any one or more of the following events constitutes a default under this Lease by Lessee:
 - 15.1.1 Vacation or abandonment of the Premises;
 - 15.1.2 Failure by Lessee to make any payment of Rent when due, or failure to make any other payment required hereunder when due when that failure continues for a period of five (5) days after written notice from Lessor;
 - 15.1.3 Failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease, other than the making of any payment, where that failure continues for a period of thirty (30) days after written notice from Lessor; provided, that if the nature of Lessee's obligation is such that more than thirty (30) days are reasonably required for cure, Lessee will not be in default if Lessee commences to cure within thirty (30) days of Lessor's notice and thereafter diligently pursues completion and completes performance within a reasonable time;

- 15.1.4 Lessee's failure to comply with the same Lease term or covenant on three occasions during the Term, even if such breach is cured within the applicable cure period.
- 15.2 Remedies. In the event of any default, Lessor may at any time, without waiving or limiting any other right or remedy, re-enter and take possession of the Premises, terminate this Lease, accelerate all Rent payments due hereunder which payments will then become immediately due and payable, or pursue any other remedy allowed by law. Lessee shall pay Lessor the costs of recovering possession of the Premises, the expenses of re-letting, and any other costs or damages arising out of Lessee's default. Notwithstanding any re-entry or termination, Lessee will remain liable for all sums Lessee is obligated to pay hereunder for the balance of the Term, and Lessee shall compensate Lessor for any deficiency arising from re-letting the Premises, provided, however, that Lessor shall use reasonable efforts to mitigate its damages. Unless the Lessor elects to accelerate the Rent owed hereunder, Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor.
- 15.3 Default by Lessor. Lessor will not be in default unless Lessor's failure to perform an obligation within thirty (30) days after notice by Lessee, which notice must specify the alleged breach; provided, that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for cure, Lessor will not be in default if Lessor commences to cure within thirty (30) days of Lessee's notice and thereafter diligently pursues completion and completes performance within a reasonable time.
16. Waiver. Failure of Lessor to promptly enforce its rights hereunder will not waive such rights. Lessor's acceptance of Rent subsequent to a Lessee breach will not waive such breach.
17. Access. Lessor may enter the Premises at all times to: inspect, provide Services required hereunder; post notices of non-responsibility; or, alter, improve or repair the Premises or any other portion of the Property, all without being deemed a constructive eviction. Lessee shall ensure that Lessor at all times has a key with which to unlock all doors and gates in the Premises, excluding Lessee's vaults and safes. No re-keying of doors or gates may be done without Lessor's prior written approval. Lessor has the right to use any and all means that Lessor deems proper to open doors and gates in an emergency in order to obtain entry to the Premises.
18. Prior Agreements. This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in the Lease, and no prior agreement, letter of intent or understanding pertaining to any such matter will be effective for any purpose. No provisions of this Lease may be amended or added to, except by an agreement in writing signed by the parties or their respective successors in interest.

19. Americans with Disabilities Act. Within ten (10) days after receipt, Lessee shall advise Lessor in writing, and provide Lessor with copies of (as applicable)(a) any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Premises; (b) any claims made or threatened in writing regarding non-compliance with the ADA and relating to any portion of the Premises; or (c) any governmental or regulatory actions or investigations instituted or threatened regarding non-compliance with the ADA and relating to any portion of the Premises.
20. Surrender of Premises. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, will not work a merger, and will, at the option of Lessor, operate as an assignment to it of any or all subleases or subtenancies. Upon the expiration or earlier termination of this Lease, Lessee shall peaceably surrender the Premises and all of the alterations and additions thereto, leave the Premises broom clean, in as good order, repair and condition as was provided to Lessee on the Commencement Date, reasonable wear and tear excepted, and Lessee shall comply with the provisions of Sections 9 and 10. Lessee will be responsible for ensuring that any improvements funded through the acquisition of grant monies are delivered free and clear of any granting agency contingencies. The delivery of keys to any employee of Lessor or to Lessor's agent or any employee thereof shall not be sufficient to constitute a termination of this Lease or a surrender of the Premises.
21. Severability. Any provision of this Lease which proves to be invalid, void or illegal will in no way affect, impair, or invalidate any other provision hereof, and such other provisions will remain in full force and effect.
22. Governing Law; Venue. This Lease is to be governed by and construed in accordance with the laws of the State of Washington. Lessor and Lessee hereby agree that venue of any action between parties relating to this Lease will be in Island County, Washington.
23. Hazardous Substances. Lessee shall not generate, handle, store, or dispose of any Hazardous Substance on, under, or in the Premises, the Property, or the real property upon which the premises are situated. As used herein, the term "Hazardous Substance" means any hazardous, toxic, or dangerous substance, waste, or material, which is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination, or cleanup. Lessee agrees to hold harmless, protect, indemnify, and defend Lessor from and against any damage, loss, claim, or liability resulting from any breach of this covenant, including any attorneys' fees and costs incurred. This indemnity will survive the termination of this Lease, whether by expiration of the Term or otherwise.
24. Parking. Lessee agrees that access ways located on the sides of the property will be kept clear of parking by Lessee, its agents and employees. In addition, Lessee agrees

EXHIBIT "A"

That portion of the Public Safety Building which was formerly the fire station and is further designated as:

Located on that portion of the CW Sumner Donation Land Claim and the Z Martin Taftezon Donation Land Claim in Section 2, Township 32 North, Range 1 East, WM Island County, Washington, lying South of 400 Avenue West, West of 30 Northwest Street, North of 300 Avenue West, and East of Tract B of City of Oak Harbor Boundary Line Adjustment No. 8-84 as approved September 25, 1984, and recorded September 25, 1984, in Volume 1 of Short Plats, page 288, under Auditor's File No. 84003599, records of Island County.

City of Oak Harbor
City Council Agenda Bill

Bill No. 5. c. i.
Date: September 20, 2016
Subject: Clean Water Facility Project
Update

FROM: Joe Stowell, City Engineer

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Review Clean Water Facility Project Update attached

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

City Council.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [WWTP City Council Update](#)

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



CITY COUNCIL PROJECT UPDATE – September 20, 2016

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

RECENT ACTIVITIES AND MILESTONES (PREVIOUS TWO WEEKS)

- Deep Foundation Concrete
 - Poured first foundation concrete on June 22
 - 19 of 63 concrete pours completed
- Design
 - The Process Building 100% documents have been completed.
 - Review of the 90% drawings for the non-process facilities was completed
- Process Structures
 - Received bids for mechanical, electrical and above grade concrete work
 - GMP #8 approved at the September 6, 2016 Council

ANTICIPATED/UPCOMING ACTIVITIES AND MILESTONES (NEXT SIX WEEKS)

- Complete non-process facility design in September
- Present project status a special Council Workshop on September 27.
- Windjammer Park Integration Plan
 - Begin implementation activities
- Self Perform Concrete (Buildings 20 and 30)
 - Continue concrete installation
- Process Structures
 - Reviews bids and prepare contract documents for mechanical, electrical and concrete work

CLEAN WATER FACILITY DESIGN STATUS

Item	Description	Progress %
Facility Design – Process Structures	Carollo Engineers has completed the design drawings for the process structures associated with the treatment plant.	100%
Facility Design – Biosolids Building	Design of the Biosolids building is at approximately 90%.	90%
Facility Design – Admin/Maintenance	Design of the Admin, Maintenance facilities are at approximately 90%.	90%

PERMIT ACQUISITIONS STATUS

Pending Permits	Description
<ul style="list-style-type: none"> Building permits 	<ul style="list-style-type: none"> The Deep Foundation GMP permit has been issued A building permit for the process facilities has been issued

CONSTRUCTION STATUS

Item	Description	Estimated Completion
GMP #2 (Outfall Construction)	The subcontractor has completed their work. We are currently finalizing the paperwork for this phase of work.	Final Closeout
GMP #3 (Site Preparation A)	The subcontractor has completed their work and the contract is being closed out.	Completed
GMP #4 (Site Preparation B)	Sheet piles and tie-backs have been installed. Deep excavation has been completed. A few miscellaneous tasks remain.	July 2016
GMP #6 (Site Preparation C)	Micropile installation mostly completed. Miscellaneous closeout tasks underway.	July 2016
GMP #7 (Deep Foundation Concrete)	Started installation of rebar and placement of concrete.	May 2017
GMP #8 (Building 20 and 30 Concrete)	Started installation of rebar and placement of concrete.	October 2017

COST AND FUNDING STATUS

Major Cost Item	Cost Estimate	Description
GMP #1 (MBR/UV)	\$2,775,455.58 (includes sales tax)	Awarded by City Council on 12/2/2014 - Includes Membrane Bioreactor and Ultra Violet Disinfection equipment procurement and design support. Does not include installation costs.
GMP #2 (Outfall)	\$2,164,488 (includes sales tax)	Awarded by City Council on 4/21/15 - Construction of a new outfall from approximately the waterfront trail out into Oak Harbor Bay.
GMP #3 (Site Prep A)	\$908,872 (includes sales tax)	Approved by City Council 6/16/15 - Preliminary site excavation and archaeological investigation. Preliminary results indicate this work will come in under budget or be delayed until Site Preparation Package B.
GMP #4 (Site Prep B)	\$5,109,549 (includes sales tax)	Approved by City Council on 10/20/15 - Site Preparation Package B will include utility relocates, minor demolition at the existing RBC Plant, stone column installation, sheet pile installation and deep excavation.
GMP #5 (Biosolids Dryer)	\$2,028,222 (includes sales tax)	Approved by City Council on 10/20/15 - Resolution and GMP #5 regarding a biosolids dryer were approved
GMP #6 (Site Prep C)	\$4,311,589 (includes sales tax)	Site Preparation Package C will includes installation of micro-piles, preparation for a tower crane and extension of the outfall to the site.

GMP #7 (Deep Foundation)	\$10,169,937 (includes sales tax)	The Deep Foundation package includes the concrete construction to bring the Membrane building to grade and other construction activities.
GMP #8 (Self Performed Concrete)	\$11,766,510 (includes sales tax)	Contract awarded by Council on 9/4/16. The self-performed concrete work will complete the subsurface membrane and aeration structures.
GMP #9 (Process Building)	TBD	100% design documents are out to bid with a bid opening the week of September 12 th .
GMP #10 (Non-Process Structures)	TBD	Design is currently at approximately 90%
GMP #11 (Site Restoration/Mitigation)	TBD	Windjammer Park Integration Plan Phase 1

Funding: Pending	Description
2017 CWSRF - WWTP Construction	On June 21, 2016 we received a formal offer from the Department of Ecology for a \$44,766,854 State Revolving Fund Loan at a rate of 1.6% for a term of 20 years. We will be working with DOE to amend our existing funding agreement over the coming months.
Rates	Ordinance 1760 was passed by City Council on March 15, 2016. Staff will continue to evaluate rates as the project progresses.
Funding: In hand	Description
2016 CWSRF – WWTP Construction	The City has been allocated \$15,631,311 at a reduced interest rate of 1.9% for 20 years and an additional \$463,154 forgivable principal for hardship and green project reserve. An additional \$4,586,846 in Centennial Grant has also been obtained.
2015 CWSRF – Outfall Design and Construction	The City has received \$3,200,000 in low interest loans from DOE for design and construction of the new outfall for the wastewater treatment plant. The loan is for 20 years at 2.7% interest.
2015 CWSRF – WWTP Design	The City has received \$8,260,000 in low interest loans for design of the new wastewater treatment plant. The loan is for 20 years at 2.7% interest.
Department of Commerce Grant	The City has received a \$2,500,000 grant from the Governors Capital Improvement Program. The city received the grant reimbursement.
Bond Anticipation Note	This note has been repaid with proceeds from the bond sale.
Bonds	The City released bonds and secured a rate of 3.43%. The city closed on the bond sale
Reserves	The sewer fund has been accumulating reserves that have been earmarked for this project.

COMMUNICATIONS AND OUTREACH STATUS

Upcoming activities or In-Progress activities	Description
Project communications plan	The project team continues to implement the project communications plan through weekly e-mail updates, drop-in times at the construction site, project signage and regular mailers at major milestones. A project mailer was distributed in August.
Windjammer Park Integration Plan	Staff is working to implement the plan approved by City Council on June 7 th .

PROJECT CONTACT INFORMATION

Web

www.oakharborcleanwater.org

Email

treatmentplant@oakharbor.org

General phone (24-hour)

360-914-7000

Project team contact information

Joe Stowell, P.E., City Engineer

[360-720-8796](tel:360-720-8796)

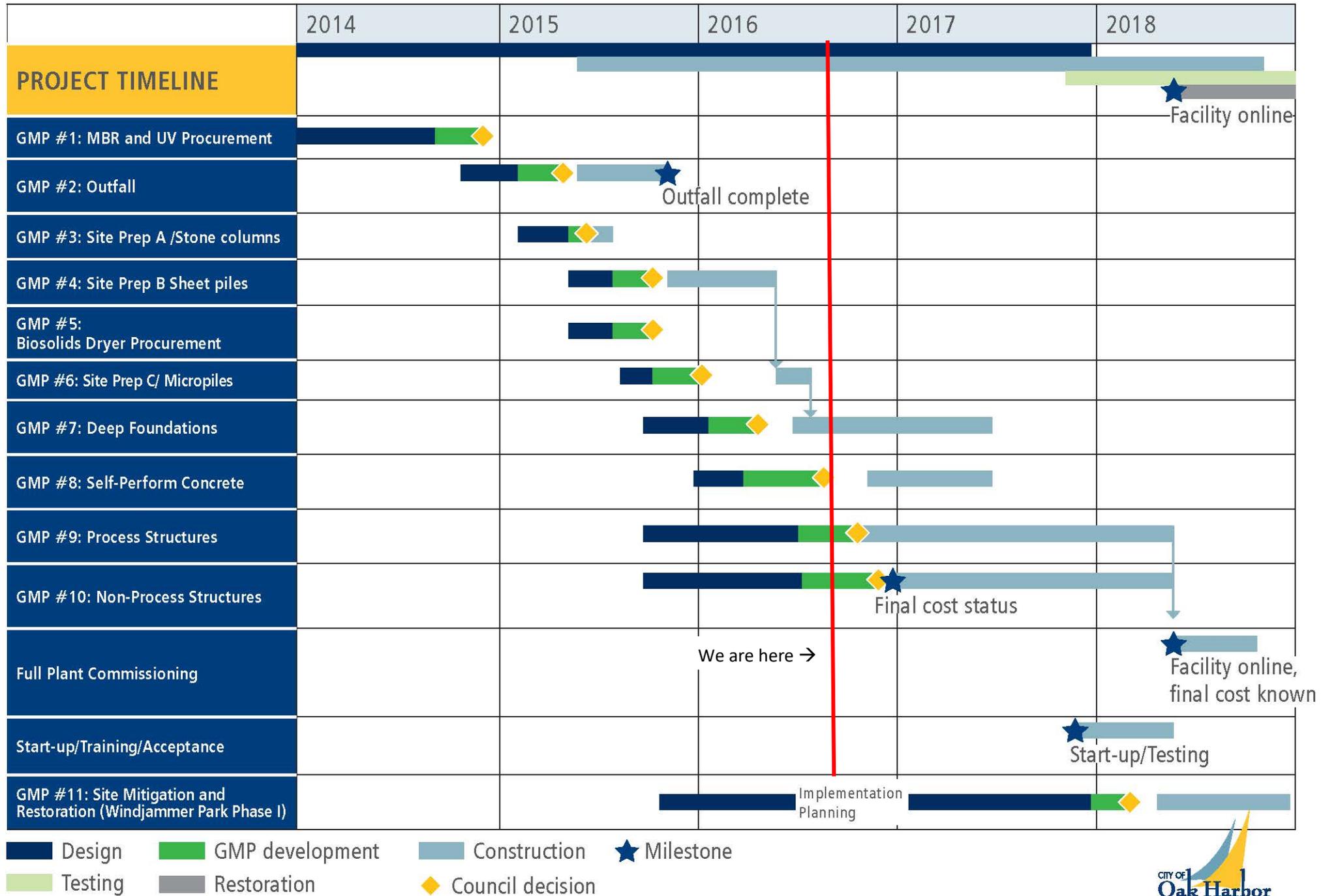
jstowell@oakharbor.org

Brett Arvidson P.E., Project Engineer

[360-914-7987](tel:360-914-7987)

barvidson@oakharbor.org

Schedule



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

Bill No. 6. a.
Date: September 20, 2016
Subject: Ordinance No. 1781 - Park
Board Recommendation to
Amend OHMC 16.12.080
relating to the Sale of Alcohol in
Parks

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

The Park Board recommends that the City Council:

- 1) Hold a Public Hearing to receive public input regarding modifying the Oak Harbor Municipal Code to add Flintstone Park to the list of parks that may allow the sale of alcohol in parks during approved special community events, as well as allow the sale of alcohol in other City parks on a case by case basis under certain conditions;
- 2) Consider public testimony; and
- 2) Adopt Ordinance No. 1781.

BACKGROUND / SUMMARY INFORMATION

The City has received multiple requests from interested parties to expand the number of City parks where the sale of alcohol is permissible during approved special community events. Currently, this is allowed only at Windjammer and Catalina Parks..

Special events in parks bring social and economic benefit to Oak Harbor. The City also has an interest in maintaining its parks for the use of families and children. Safeguards can be put in place to ensure that children are not exposed to the consumption of alcohol while enjoying City parks.

The Park Board, at their June 13, 2016 meeting, requested that the City's Law Office draft additional language to the ordinance which would allow the sale of alcohol in parks to include Flintstone Park, as well as allow the City Council to consider exceptions for certain events on a case by case basis, with certain criteria.

At their August 8, 2016 meeting, the Park Board considered draft Ordinance 1781, which added Flintstone Park to the list of parks that may allow the sale of alcohol in parks during approved special community events. Also, language was added that the sale of alcohol may be allowed in other City parks on a case by case basis under the following conditions: that there are no youth athletic activities (soccer, football, baseball) scheduled for the park on that date and time, and that there will be no sale of alcohol within one hundred fifty (150) feet of children's playgrounds.

The draft ordinance was unanimously approved by the Park Board and they voted to forward their recommendation to City Council for approval.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

Draft Ordinance No. 1781 was presented and discussed at the City Council Workshop on August 24, 2016.

ATTACHMENTS

1. [Ordinance No. 1781 - Sale of Alcohol in Parks](#)

ORDINANCE NO. 1781

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE SECTION 6.12.080 ENTITLED "SALE OF BEER, WINE AND/OR LIQUOR IN CITY PARKS"

WHEREAS, the City has received multiple requests from interested parties to expand the number of City parks where the sale of alcohol is permissible; and

WHEREAS, the Park Board has considered the possible effects of increasing the number of parks in which alcohol may be sold; and

WHEREAS, the City has an interest in maintaining its parks for the use of families and children; and

WHEREAS, special events in the parks bring social and economic benefit to Oak Harbor; and

WHEREAS, safeguards can be put in place to ensure that children are not exposed to the consumption of alcohol while enjoying City parks;

NOW, THEREFORE,

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

Section One. Oak Harbor Municipal Code Section 6.12.080 entitled "Sale of beer, wine and/or liquor in city parks" last amended by Ordinance No. 1719 (2015) is hereby amended to read as follows:

6.12.080 Sale of beer, wine and/or liquor in city parks. Except as allowed by this section, there shall be no sale, use or consumption of beer, wine and/or liquor in any city park. The sale, use and consumption of beer, wine and/or liquor may be allowed in ~~certain~~ city parks under a concession agreement or special event permit subject to the following conditions:

- (1) The sale of beer, wine and/or liquor may be allowed ~~only~~ in Catalina, ~~and/or~~ Wind-Jammer and Flintstone Parks for certain as part of a specific special events upon application to and approval by the city council. The sale of beer, wine and/or liquor may be allowed in other city parks on a case-by-case basis under the following conditions:
 - (a) That there are no youth athletic activities (soccer, football, baseball) scheduled for the park on that date and time.
 - (b) That there will be no sale of alcohol within one hundred fifty (150) feet of children's playgrounds.

Applications for concession agreements or special event permits under this chapter shall be decided by the city council.

- (2) The sale of beer, wine and/or liquor shall be subject to the conditions of the concession agreement and/or special event permit.

The city council or city administrator/designee shall have the right to impose other and additional conditions related to the sale or consumption of beer, wine and/or liquor in the approval of a special event permit or concession agreement as it/he deems necessary to protect the health, safety and welfare of the public.

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

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

PASSED by the City Council this _____ day of _____, 2016.

THE CITY OF OAK HARBOR

Veto ()
Approve ()

By _____
Robert Severns, Mayor

Dated: _____

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

Published: _____