City of Oak Harbor
City Council
Agenda
For
February 5, 2013
6:00p.m.

P.S. Happy Valentine's Day
February 14

Oak Harbor City Council
REGULAR MEETING
6:00 p.m.
Tuesday, February 5, 2013

*As a courtesy to Council and the audience, **PLEASE TURN YOUR CELL PHONES OFF** before the meeting begins. During the meeting's Public Comments section, Council will listen to your input regarding subjects of concern or interest that are not on the agenda. For scheduled public hearings, please sign your name to the sign-up sheet, located in the Council Chambers if you wish to speak. The Council will take all information under advisement, but generally will not take any action during the meeting. To ensure your comments are recorded properly, state your name and address clearly into the microphone. Please limit your comments to three minutes in order that other citizens have sufficient time to speak. **Thank you for participating in your City Government!***

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

MINUTES

Page 3 **MINUTES of the Regular City Council meeting held January 15, 2013**

PRESENTATION OF OTHER NON-ACTION COUNCIL ITEMS

Page 21 **Proclamation V-Day: One Billion Rising's Day of Action February 14, 2013**

CITIZEN COMMENTS PERIOD

CONSENT AGENDA

Page 25 **AB 1 Set Public Hearing date regarding the Element for February 19, 2013, Regular City Council Meeting**

Page 27 **AB 2 Employment Contract for Renee Recker**

Page 37 **AB 3 Navy Jet Fuel Line Easement – Amendment to easement agreement. The proposed amendment would modify the legal description of the existing agreement to reflect a minor revision to the pipeline's proposed alignment.**

Page 51 **AB 4 Approval of Accounts Payable:**

a. **Voucher 152780 to 152787 in the amount of $321,684.33**
b. **Voucher 152788 to 152789 in the amount of $ 24,469.02**
c. **Voucher 152790 to 152841 in the amount of $117,150.74**
d. **Voucher 152842 to 153060 in the amount of $696,696.22**

HEARINGS AND ORDINANCES/RESOLUTIONS

Page 91 AB 5 Ordinance 1637 – an ordinance of the City of Oak Harbor, WA amending OHMC Subsection 6.12.010 (1) (h); amending OHMC Section 6.14.070; amending OHMC subsection 6.40.180 (1) (h) relating to weapons; providing for severability and effective date.

OTHER BUSINESS

Page 105 AB 6 Fort Nugent Picnic Shelters – Contract Award

Page 119 AB 7 Professional Services Agreement w/HDR for rate study update

FUTURE CITY COUNCIL PENDING ITEMS - In Packet

CITY ADMINISTRATOR COMMENTS

COUNCILMEMBER'S COMMENTS

MAYOR'S COMMENTS

ADJOURNMENT

If you have a disability and are in need of assistance, please contact the City Clerk at (360) 279-4539 at least two days before the meeting.

Oak Harbor City Council
Minutes of the Regular Meeting
Wednesday, 6:00 p.m. January 15, 2013

CALL TO ORDER:

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

ACCEPTANCE OF AGENDA:

MOTION: Councilmember Campbell moved Agenda Bill 13, **Extending/Renewal Senior Services of Island County Contract,** up before the Consent Agenda. Councilmember Almberg seconded the motion and the motion carried.

MOTION: Councilmember Severns moved to delete Agenda Bill 9, **a Public Hearing and adoption of Ordinance No. 1643 Impact Fee Deferral,** from the Agenda. Councilmember Campbell seconded the motion and the motion carried.

MOTION: Councilmember Hizon moved to hold the **Executive Session** before the end of the meeting, but before City Administrators Comments. The motion was seconded by Councilmember Campbell and carried.

MOTION: Councilmember Severns moved and Councilmember Munns seconded the motion to approve the agenda as amended. Motion carried.

PLEDGE OF ALLEGIANCE:

The Mayor led the Pledge of Allegiance to the flag.

INVOCATION:

Councilmember Campbell gave the invocation.

ROLL CALL:
The clerk called the roll.

Present:
Mayor Scott Dudley
Councilmember Bob Severns
Councilmember Rick Almberg
Councilmember Jim Campbell
Councilmember Beth Munns
Councilmember Joel Servatius
Councilmember Tara Hizon

Excused Absence:
Mayor Pro Tempore Danny Paggao

Staff Present:
City Administrator Larry Cort
Public Works Director Cathy Rosen
Interim City Clerk Nacelle Heuslein
Exec. Assist. To the Mayor Renee Recker
Chief of Police Ed Green
City Engineer Joe Stowell
Fire Chief Ray Merrill
Interim City Attorney Grant Weed
Finance Director Doug Merriman
Public Works Director Cathy Rosen
Development Services Director Steven Powers
Human Resources Manager Cheryl Lawler
Director of Senior Services Mike McIntyre

MINUTES of the Regular City Council meeting held January 2, 2013

When there were no additions or corrections to the minutes of January 2, 2013, the Mayor declared them accepted as presented.

MINUTES of the Special City Council meeting held December 27, 2012

When there were no additions or corrections to the minutes of the Special City Council meeting held December 27, 2012, the Mayor declared them accepted as presented.

PRESENTATIONS OF OTHER NON-ACTION COUNCIL ITEMS

AB 3 Presentation by Cathy Lange from the Youth Commission

Sheriff Mark Brown, standing in for Ms. Lange, provided an overview of the Oak Harbor Youth Commission stating it was formed to advise the Mayor and City Council concerning the welfare, education, recreation, job needs, substance abuse and delinquency matters of the city's youth. Allison Johnston, Secretary and Island County Substance Abuse Prevention Program Coordinator, provided a logic model draft form and encouraged the community to visit their website and fill out a survey and provide feedback. www.oakharboryouth.org

AB 4 Employee Recognition Douglas Merriman – 15 years

City Administrator Larry Cort introduced Finance Director Douglas Merriman and praised him for his dedication and outstanding service to the City. The Mayor and City Council also recognized Doug Merriman for his 15 years of committed tenure with the City.

Recess:

The Mayor declared a 5 minute recess at 6:38 p.m.

Reconvene:

The Mayor called the meeting to order at 6:43 p.m.

CITIZEN COMMENTS PERIOD

Pam Fick, Oak Harbor resident went on record declaring that guns were not appropriate in Council meetings.

Shane Hoffmire, Oak Harbor resident read Attachment A into the record.

Garrett Newkirk, North Island County resident read Attachment B into the record.

Wendy Campbell de Winter, North Island County and District 3 resident does not support Island County Commissioner Kelly Emerson representing her in Washington, D.C., but does support Island County Commissioner Jill Johnson to represent her.

Lucas Yonkman, Oak Harbor resident urged people to stand up for their second amendment rights.

MOTION: Councilmember Almberg moved if any person has a firearm on their person during this meeting that it is either checked with the police chief or the police department. Councilmember Servatius seconded the motion.

Motion failed with Councilmember Campbell, Severns, Munns and Hizon voting no and Councilmember Almberg and Servatius voting yes.

Councilmember Almberg left the meeting at 7:20 p.m.

Councilmember Campbell made a plea to the citizens of Oak Harbor, "those of you watching and those of you who might read it in the newspaper; you've seen this tonight, you've have heard our discussion, you know how much grief it causes us when someone shows up with a concealed weapon, it is totally legal and by rights, we should just not say anything and go about our business and not let it interfere with doing the city's business, however, having said that, I would ask if you are going to come to our meetings please consider, is your carrying a concealed weapon more important than us doing city business. If you consider it more important, then by all means come with it, but if you could leave it at home we would appreciate that too."

Joe Hawkins, Oak Harbor resident asked if any of the laws of the city, as it relates to firearms in city parks, are in direct conflict with state law then ours are null and void. Interim City Attorney Weed informed council and Mr. Hawkins that state law preempts local regulations of firearms except where state law specifically says cities may regulate. However, where cities can regulate does not include city parks.

The Mayor closed public comments at 7:23 p.m.

Recess:
Mayor Dudley called a recess at 7:24 p.m.

Reconvene:
Mayor Dudley called the meeting back to order at 7:33 p.m.

OTHER BUSINESS

AB 13 Extending/Renewal Senior Services of Island County Contract

Mike McIntyre, Director of Senior Services introduced Agenda Bill 13 authorizing a professional services contract with Senior Services of Island County for nutrition and information and assistance programs. The contract term is for two years at a cost of $18,000 per year.

There were no public comments regarding this item.

MOTION: Councilmember Campbell moved the City Council authorize the Mayor to sign a two-year professional services agreement with Senior Services of Island County for professional and administrative services for nutrition and Information and Assistance programs, in the amount of $18,000 per year. Councilmember Severns seconded the motion and the motion carried.

CONSENT AGENDA

AB 5 Approval of Accounts Payable Vouchers 152551 – 152562 in the amount of $1,185.71 – Approval of Accounts Payable Vouchers 152563 – 152753 in the amount of $586,856.89

AB 6 Appointment of Bruce Freeman to the Planning Commission

Mr. Freeman's appointment is to fill the unexpired term of Planning Commissioner Gerry Oliver. If confirmed, this term would expire September 2013.

AB 7 Appointment of Ana Maria Schlecht to the Planning Commission

Ms. Schlecht's appointment is to fill the unexpired term of Planning Commissioner Jill Johnson. If confirmed, this term would expire March 2014.

MOTION: Councilmember Severns moved and Councilmember Munns seconded a motion to approve the Consent Agenda as read by the City Clerk. The motion carried unanimously.

OTHER BUSINESS

AB 8 Funding for IDIPIC Resolution No. 13-04

Finance Director Merriman introduced Ms. JoAnn Hellmann of "Impaired Driving Impact Panel of Island County" (IDIPIC) who provided a brief synopsis of the agency. Ms. Hellmann has requested funding from the City of Oak Harbor, in the amount of $2,000, to support IDIPIC in conducting 12 of 24 DUI impact panels held in Oak Harbor. Mr. Merriman stated, if approved, the funding will come from the General Fund #001, Department 45 Governmental Services (BARS #001.45.567.000.5110). Appropriation will be funded from Ending Fund Balance #001.00.508.080.0000. Estimated remaining balance after adjustment: $502,233.00.

No public comments.

MOTION: Councilmember Hizon moved to adopt Resolution 13-04 to provide the requested funding. Councilmember Campbell seconded the motion and the motion carried unanimously.

HEARINGS AND ORDINANCES/RESOLUTIONS

AB 10 Public Hearing and adoption of Ordinance No. 1651 Property Maintenance & Abatement Code Ordinance

Development Services Director Steven Powers stated the City regulates public nuisances, including those related to property maintenance, garbage and debris and unsafe conditions under Oak Harbor Municipal Code Chapter 6.20. The existing code addresses many of the major components of an enforcement process (inspection, notice of violation, abatement and liens) but lacks in specific details regarding that process. It also does not acknowledge that the City first informally seeks the property owner's voluntary compliance with the code, before proceeding to more formal steps. The proposed amendments add detail to the code and include voluntary compliance steps in order to provide a more complete code enforcement process.

The Mayor opened the Public Hearing at 7:55 p.m.

Shane Hoffmire, Oak Harbor resident encouraged the Council to adopt this Ordinance.

The Mayor closed the Public Hearing at 7:57 p.m.

MOTION: Councilmember Servatius moved for adoption of Ordinance No. 1651 relating to the public nuisance abatement process. The motion was seconded by Councilmember Hizon and the motion carried.

AB 11 Resolution 13-03 Solid Waste Transfer Station KPG Engineering Program Planning Report

Public Works Director Cathy Rosen stated the purpose of Agenda Bill 11 was to present KPG Engineering's Solid Waste Transfer Station Planning Program Final Report for a City owned solid waste and recycling transfer station and the City's fiscal analysis of the benefits and costs associated with construction and operation of a City owned transfer station. Based on Mr. Merriman's fiscal analysis, it is not cost effective for the City to construct a transfer station for City solid waste and recycle trucks at this time. It does appear however, that the City might realize some costs savings if it pursues alternate methods of disposing of recyclables that include selling them rather than the current method where the City hauls them to Coupeville and pays $45 per ton to dispose of them.

The mayor opened the meeting for Public Comments

Shane Hoffmire, Oak Harbor resident thought the staff's recommendation was a good one and encouraged the Council to adopt it.

MOTION: Councilmember Hizon moved to adopt Resolution No. 13-03 directing staff to stop work related to the design and construction of a solid waste and recycling transfer station for City route trucks and direct staff to explore options to dispose of the City's recyclables in a manner in which the City receives payment for those recyclables. Councilmember Campbell seconded the motion and the motion carried.

OTHER BUSINESS

AB 12 Wastewater Treatment Plant authorization to Solicit RFQ's for Design

City Engineer Joe Stowell provided a power point presentation which supported Agenda Bill 12 requesting approval from the City Council to pursue advertising for a Request for Qualifications (RFQ) to select an engineering consultant to complete preliminary and final plans and specifications for a new wastewater treatment plant. He also gave reasons to negotiate engineering services with Carollo Engineering.

Mayor Dudley opened the meeting to public comments.

Shane Hoffmire, Oak Harbor resident encouraged Council to support going out for RFQ's.

Council discussion ensued.

EXTENSION OF MEETING

MOTION: Councilmember Servatius moved to suspend the Council Rules and extend the City Council meeting until 10:00 p.m. Councilmember Munns seconded the motion and the motion carried.

MOTION: Councilmember Servatius moved staff to negotiate engineering services with Carollo Engineers for preliminary and final plans and specifications for a new wastewater treatment plant. Councilmember Munns seconded the motion and the motion carried with Councilmember Campbell voted no.

AB 14 Adoption of Department of Corrections Contract

Police Chief Ed Green stated the purpose of this agenda bill is seeking approval of the Washington State Department of Corrections Contract (DOC) Interagency Agreement dated: January 1, 2012 through December 31, 2014 with the intention of maximizing the efficiency and cost effectiveness of the Oak Harbor City Jail.

No public comments.

MOTION: Councilmember Munns moved to authorize the Mayor to review and sign the Washington State Department of Correction Contract (DOC) Interagency Agreement dated January 1, 2012 through December 31, 2014. The motion was seconded by Councilmember Severns and carried unanimously.

AB 15 Authorization to bid for Water Reservoir

City Engineer Joe Stowell presented Agenda Bill 15 which seeks authorization to advertise the North Reservoir Construction Project for competitive bidding. The North Reservoir is a new 4-million gallon water storage facility in the northwest section of Oak Harbor. The scope of the project includes clearing and grading of the site, construction of a 150-foot diameter, 39 foot tall steel reservoir with concrete foundation, on-site water piping, 1,670 feet of pervious pavement access road, a storm drainage detention and infiltration system, extending electric power to the reservoir site, installation of a new pressure reducing valve station on NE Goldie Street and replacement of three booster pumps at the Ault Field Pump Station. The North Reservoir will be connected to the water system by the recently installed Gun Club water mains. Engineering estimate is approximately $4,620,000.

An archaeology investigation has been completed and the results suggest there is a low probability of encountering cultural resources. An inadvertent discovery plan has been prepared in the unlikely event that cultural resources are encountered during construction.

No public comments.

MOTION: **Councilmember Servatius moved to** authorize staff to proceed with advertisement of the North Reservoir Construction Project for competitive bidding. Councilmember Hizon seconded the motion and the motion carried.

AB 16 Professional Services Agreement Orswell Events - Marathon

City Administrator Larry Cort provided the staff report stating in 2009, the City Council approved the purchase of the Whidbey Island Marathon and Half Marathon. The Marathon attracts runners from throughout the U.S.A. and other countries. In 2011 there were 1,893 participants and in 2012 there

were 1,880 participants. The Marathon is an established event that promotes economic development for the City of Oak Harbor.

No public comments

MOTION: Councilmember Hizon moved to authorize the Mayor to sign the agreement with Orswell Events LLC for marathon logistical support as outlined in the Scope of Work for a not to exceed amount of $17,500.00. Councilmember Campbell seconded the motion and the motion carried.

FUTURE CITY COUNCIL PENDING ITEMS - In Packet

EXTENSION OF MEETING:

MOTION: Councilmember Servatius moved to suspend the Council Rules and extend the meeting to 10:30 p.m. Councilmember Campbell seconded the motion and the motion carried.

EXECUTIVE SESSION - Pursuant to RCW 42.30.110(1)(i)): Potential Litigation and Employee Performance Evaluation.

Mayor Dudley stated the Executive Session will last for approximately 45 minutes and the regular meeting of the City Council would reconvene at approximately 10:10 p.m. He further stated there may be Council action taken when the meeting reconvenes.

EXTENSION OF EXECUTIVE SESSION:

At 10:10 p.m. the Mayor stated the Executive Session would continue for another ten minutes.

RECONVENE:

The Mayor reconvened the meeting at 10:22 p.m.

CITY ADMINISTRATOR COMMENTS:

- Appeal of the Growth Management Hearings Board decisions the City took will be coming before the Thurston Superior Court in Olympia on January 25, 2013.
- The City Attorney position closes this Friday.
- On February 9th the Council Retreat will be at the Public Works Building and Department Heads will be spending the day with the Council.

EXTENSION OF MEETING:

MOTION: Councilmember Servatius moved to suspend the Council Rules and extend the meeting to 10:45 p.m. Councilmember Campbell seconded the motion carried. Councilmember Hizon voted no.

COUNCILMEMBER'S COMMENTS

Councilmember Campbell stated the February 12th Governmental Services Standing Committee will be canceled.

MOTION: Councilmember Campbell moved to set a Special Council meeting for January 29, 2013 at 6:00 p.m. to conduct a Public Hearing pursuant to OHMC 5.22.070 to consider

revocation of the Nightclub License for the business known as The Element, located at 656 Bayshore Drive, Suite 1, Oak Harbor, WA 98277. Councilmember Severns seconded the motion and the motion carried unanimously.

Councilmember Munns stated this Thursday, January 17th the Public Safety Standing Committee meeting will be held in the Chambers.

Councilmember Severns stated he would be attending the Economic Development luncheon in Coupeville on January 18, 2013.

Councilmember Hizon stated the Youth Commission will be meeting January 18, 2013 at the United Way office on Pioneer Way and she encouraged citizens to fill out the survey at www.oakharboryouth.org.

Councilmember Servatius had no report.

MAYOR'S COMMENTS

Mayor Dudley shared the Council Chambers has new paintings from Mike O'Connell a self taught local artist who has lived in Oak Harbor for 20 years, they feature large orbs and text paintings and need to be appreciated up close.

Mayor Dudley inquired of Interim City Attorney Weed, if the motion made earlier in the meeting passed, restricting firearms from the Council Chamber, would it have been enforceable. Mr. Weed stated such an action would be invalid and unenforceable and because the motion was unsuccessful in passing it becomes mute.

ADJOURNMENT

MOTION: Councilmember Campbell moved and Councilmember Hizon seconded the motion for adjournment at 10:33 p.m.

_____

Nacelle J. Heuslein, Interim City Clerk

From Shane Hoffmire

#1 Attachment A

In the previous council meeting a situation arouse that in the end left me so fearful for my safety.

I was so fearful for my safety that I left the council meeting therefor being robbed of my chance to participate in our city's government.

The message out there is so clear after Newtown... The message is simply enough, that enough people have lost their lives.

Mr. Almberg is right when he says that some laws are out of step with common sense. They are and we certainly don't need another tragedy to point that out.

As I just a few moments ago mentioned, I was so uncomfortable at the previous council meeting that I left prematurely. That said before I left I couldn't hold my tongue as I attempted to address the council over another matter. I tried to articulate my feelings to this council but I'm not sure if I succeeded in that effort.

My fear of two complete strangers with guns who appeared agitated left me shaken to the core.

It's just... It's just that I was absolutely blown away that in this country that in this state we can have a meeting like this in official government chambers where someone can walk in with a gun strapped to their hip.

I wasn't just disappointed. I was appalled that they would come to a city council meeting where there are often young kids as there are tonight and be that blatant just weeks after the shooting on the east coast.

So go ahead and let the names fly as some already have, call me a coward if you must. I admit I was downright scared.

FROM SHANE HOFFMIRE ATTACHMENT H

Now what I'm not scared of what I'm not afraid of is I'm not afraid to fight for what is right and I'm not afraid to take a stand against what is wrong.

So I stand before you to fight for what is right. To fight for more common sense laws that put our safety first. I am here to ask this council isn't this something we can work towards together.

I ask this city council to force a legislative agenda on Olympia.

An agenda that demands a common sense approach that says should assault rifles really be legal in a city park. Should a loaded gun really be allowed in official government chambers especially considering they aren't allowed 4 feet behind me in the prosecutor's office.

An agenda that says should some random individual really be allowed on school property with a loaded firearm.

I think and I certainly think that using common sense the answer to all of these is no! This shouldn't be legal and the law must change.

Now, lastly what I can't believe, what I won't believe. What I won't buy into is that since we can't fix all of the problems we must not be able to fix any of the problems. That just isn't so!

Let me leave you with this.

For those of you that don't know, I work in construction.

FROM SHANE HOFFMIRE

It takes a lot of materials to build a house concrete, lumber, drywall and so on, Hundreds of tons of materials. But the funny thing is that without tiny nails, without tiny screws, those hundreds of tons of materials are nothing more than a pile of rubble.

So sometimes what seems small and insignificant is really what makes everything work.

All I am trying to say is that there are steps. There are steps that we can take to improve our safety. No matter how tiny those steps may be let's take this first step together... Because, together we can accomplish anything.

I would like to thank the council for your time and I look forward to seeing our city's updated legislative agenda.

ATTACHMENT D

Greetings Mayor Dudley, Council Members of Oak Harbor

January 15, 2013

Garrett Newkirk

North Whidbey Island County

I would like to convey my family's concerns "as we have been residents of Island County since 1909" and most North Whidbey Resident concerns on this Save NASWI task Force.

This Save NASWI Task force is a private group and is not open to the public; as well they hold no public meetings and have no oversight by the City of Oak Harbor or Island County Commissioners or the citizens of Island County. Without open public meetings there should be NO moneys nor NO support to the SAVE NASWI TASK FORCE as they have no accountability to the residents of Island County or the City of Oak Harbor.

Due to the letter that Mayor Dudley and Island County Commissioner Emerson just sent to the Save NASWI Task Force it is obvious that Commissioner Emerson and Mayor Dudley are not looking out for the best interest of Oak Harbor or Island County as you can see by this quote for Commissioner Emerson's letter; "Our Island County Commissioners would speak to the continual efforts to secure NASWI from community encroachment, while those from Skagit would be able to expound on employment opportunities and other quality of life issue." As you can see by that quote Mayor Dudley and ICC Emerson are not looking out for the quality of life and jobs for the residents of Island County or the city of Oak Harbor.

Instead they are politicking for the benefit of the military base.

Thank you

Garrett Newkirk
Bonnie Newkirk
Vivian Anderson
Alyce Lane
Becky Spraitzar

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR

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

January 10, 2013

Al Koetje, Chair
Save NAS Whidbey Island Task Force
865 SE Barrington Drive
Oak Harbor, WA 98277

Dear Chair Koetje:

In her letter dated January 7, 2013, Island County Commissioner Kelly Emerson reached out to the Save NAS Whidbey Island Task Force to express her desire to join the Oak Harbor contingent during their visit to the Pentagon.

Should the Save NAS Whidbey Task Force wish to include County Commissioner Kelly Emerson during the Pentagon meetings, I would support that decision.

Sincerely,

Scott Dudley
Mayor

cc: County Commissioner Kelly Emerson

Attachment B

Island County Board of Commissioners

P.O. Box 5000
Coupeville, Washington 98239-5000

Phone: (360) 679-7354
From Camano: (360) 629-4522
From S. Whidbey: (360) 321-5111
Fax (360) 679-7381
www.islandcounty.net

January 7, 2013

Al Koetje
Team Whidbey Task Force
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor WA 98277

Dear Chairman Koetje,

As the County Commissioner whose district houses the Ault Field Base of the Naval Air Station Whidbey Island (NASWI), I would like to shower appreciation on the Team Whidbey Task Force for its diligence with representation of NASWI for over two decades now. The readiness and stability of our NASWI is paramount to all the citizens of Island County and beyond. Perceiving the benefits of your teams work, I intend to embark on a new tradition and seek your assistance in its establishment.

You may be aware the National Association of Counties (NACo) meets in Washington DC the week prior to the annual Task Force visits. It is my desire to see a unified Island/Skagit County effort, which mirrors the work of the Task Force, take advantage of our time in DC to promote NASWI.

From our past discussions on the work of the Task Force, I understand in no uncertain terms the focus is the continued viability of the NASWI facility. Additionally, at a meeting with several other members last year, the topic of quality of life was discussed. It was then pointed out this is where Skagit County has a major role. Hence, my desire to establish this joint mission.

Our Island County Commissioners would speak to the continual efforts to secure NASWI from community encroachment, while those from Skagit would be able to expound on employment opportunities and other quality of life issues. Given the experience of the Task Force with this sort of undertaking, I am asking you to allow me to join you this year when you visit.

Since taking office I have used my position as Commissioner to advocate strongly for the Navy. The relations I enjoy with both NASWI Commanding Officer Captain Jay Johnston and the Regional Commander Admiral Rich are ongoing and solid. Much of my time in DC last March was spent building associations with District 9 Congressional Representative Adam Smith's office. Congressman Smith is the ranking member of the House Armed Services Committee.

ATTACHMENT 8

I am a Navy Leaguer and have been appointed to NACo's newest Veterans and Military Service Committee. I recognize the value of the Navy for Island County and that is why I am leading the pursuit to form this new tradition. In that regard, I have already danced this idea by a Skagit County Commissioner and am confident they will be in agreement and ambitious.

It is my hope this letter leaves you feeling as eager about this venture as I am. Although you and I are acquainted, perhaps you could reach out to former commissioner Mac McDowell for further reference and information about me.

I look forward to your welcome response and the opportunity to better serve the citizens of Island County with this paralleled effort of support.

Most Respectfully,

Kelly Emerson

Kelly Emerson
Island County Commissioner – District 3

Cc: The Honorable Scott Dudley – Mayor of Oak Harbor

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR

PROCLAMATION IN RECOGNITION OF

V-DAY: ONE BILLION RISING'S DAY OF ACTION
FEBRUARY 14, 2013

WHEREAS, According to the United Nations, one in three women will experience some form of violence in their lifetime; and

WHEREAS, approximately one billion people will experience an abusive relationship, a violent home life, a sexual assault, a rape, or another form of violence in their lifetime; and

WHEREAS, the V-Day movement is a global effort to end violence against women and girls; and

WHEREAS, V-Day has successfully worked to educate and change public attitudes toward violence against women and girls across the world; and

WHEREAS, One Billion Rising is the newest campaign from the V-Day movement; and

WHEREAS, V-Day has raised more than $90 million and One Billion Rising is present in more than 170 countries and has more than 6,000 partner organizations; and

WHEREAS, One Billion Rising is calling upon one billion women and men to rise up, take action, and demand an end to violence against women and girls on February 14, 2013 V-Day's 15th anniversary; and

WHEREAS, Oak Harbor High School students and Soroptimist International of Oak Harbor members are joining together to raise awareness of the issue of violence against women and girls through activities on February 14, 2013 at Oak Harbor High School.

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby declare **February 14, 2013** as **One Billions Rising's Day of Action** in the City of Oak Harbor.

Signed this 5th day of February, 2013

Scott Dudley, Mayor

City of Oak Harbor
City Council Agenda Bill

Bill No. _____

Date: _____

Subject: **PUBLIC COMMENTS**

FROM: **Scott Dudley, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

SUMMARY STATEMENT

City Council will accept public comments for items not otherwise on the agenda for the first 15 minutes of the Council meeting. You may also speak to any of the consent agenda items.

City of Oak Harbor
City Council Agenda Bill

Bill No. CA - AB1
Date: February 5, 2013
Subject: Set Public Hearing – Revocation of Element Nightclub License

FROM: Larry Corr, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of the agenda bill is to request that the City Council set a public hearing date for 6:00 pm, or as soon as possible thereafter, on Tuesday, February 19, 2013, to consider revocation of the Nightclub License for the Element.

AUTHORITY

5.22.070 Revocation of license.
The city council reserves unto itself the power to revoke any license issued under the provisions of this chapter at any time upon a finding that:

(1) The license was procured by fraud or false representation of fact; or

(2) The applicant is barred from holding a nightclub license due to violation of any of the restrictions of OHMC 5.22.030; or

(3) The conditions imposed upon the license pursuant to OHMC 5.22.045 were knowingly and willfully violated by the person holding such license or at his/her direction; or

(4) A crime or offense involving moral turpitude is committed on the premises in which the nightclub is conducted with knowledge of the licensee.

Before revoking any such license, the city council shall, upon at least 10 days' notice to the licensee, hold a public hearing concerning such revocation, at which time the licensee shall be entitled to be heard and introduce the testimony of witnesses. Members of the public may also be permitted to testify at such public hearing. The action of the city council after such hearing, relative to such revocation, shall be final. (Ord. 1544 § 1, 2008; Ord. 996 § 1, 1995; Ord. 321 § 7, 1972)

FISCAL IMPACT DESCRIPTION

Funds Required: None
Appropriation Source: NA

SUMMARY STATEMENT

On November 20, 2007, the City Council approved a Cabaret License for the Element. On April 7, 2009, the City Council approved a Nightclub License for the Element subject to nine conditions. Staff have recommended that the Nightclub License be revoked due to the failure of the license holder to comply with several of the conditions imposed by the City Council.

In accordance with OHMC Section 5.22.070, Revocation of License, the City Council reserves unto itself the power to revoke a Nightclub License. Prior to considering a revocation of said license, the City Council shall hold a public hearing concerned such revocation, at which time the licensee shall be entitled to be heard and introduce the testimony of witnesses. Members of the public may also be permitted to testify.

STANDING COMMITTEE REPORT

The proposal has not been presented at a Standing Committee.

RECOMMENDED ACTION

Set a public hearing date for 6:00 pm, or as soon as possible thereafter, on Tuesday, February 19, 2013, to consider revocation of the Nightclub License for the Element.

ATTACHMENTS

MAYOR'S COMMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. CA - AB 2
Date: February 5, 2013
Subject: Executive Assistant to the Mayor Employment Agreement – Renee Recker

FROM: **Scott Dudley, Mayor** SD

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:
Larry Cort, City Administrator
Doug Merriman, Finance Director
Grant Weed, Interim City Attorney, as to form

PURPOSE

This agenda bill presents a proposed Employment Agreement with our current Executive Assistant to the Mayor, Renee R. Recker. City Council action is requested to approve the Agreement.

AUTHORITY

RCW 35A.11.020
Powers vested in legislative bodies of noncharter and charter code cities.

The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights, to fix the compensation and working conditions of such officers and employees and establish and maintain civil service, or merit systems, retirement and pension systems not in conflict with the provisions of this title or of existing charter provisions until changed by the people.

OHMC 2.34.055 Management positions.
(1) Except as provided in subsection (6) of this section, employees hired to fill the following appointive offices shall be subject to the direction and supervision of the mayor, and are not covered by the grievance, disciplinary action and appeals provisions of this chapter. Persons employed in these appointive positions shall be "at will" employees of the city and may be terminated from the city's employment at the mayor's discretion.

(a) City administrator;
(b) Finance director;
(c) City attorney and any assistant city attorneys;
(d) Chief of police;
(e) Fire chief;
(f) Development services director;
(g) Public works director;
(h) Executive assistant to the mayor.

(2) Subject to the provisions of subsection (6) of this section, employees holding the above-listed positions shall be offered employment contracts which shall govern the terms and conditions of their employment, including the terms of service, compensation and any severance pay allowance. The mayor is authorized to enter into employment contracts with employees holding the above-described appointive offices; provided, however, that before any such contract or specific contract terms are offered, the content of the same shall first be approved by the city council.

FISCAL IMPACT DESCRIPTION

Funds Required: Additional funds are not required as this position has been budgeted as part of the 2013-14 budget. The approximate total annual cost for this contract in compensation and benefits is $86,471 (benefit costs are estimated and subject to change).

Appropriation Source: Fund 001 General Fund.

SUMMARY STATEMENT

Renee Recker has been employed as the City's Executive Assistant to the Mayor since 2005. In accordance with Section 2.34.055(3) OHMC, approved by the City Council on June 18, 2012, existing employees holding management positions who either do not have a contract or have a contract that is more than five years old are to be offered new contracts no later than six months after adoption. Attached is a proposed Employment Contract for Renee Recker with an effective date of February 1, 2013. This contract was not presented within the six month window because Ms. Recker was on extended medical leave during the period when other such contracts were prepared and forwarded for City Council consideration.

The proposed contract specifies conditions of employment and sets working conditions for the Oak Harbor Executive Assistant to the Mayor including but not limited to:

- Salary: Starting base salary $65,016 annually, with a provision for cost of living adjustments consistent with other staff.
- Vacation: Accrual based on years of service.
- Sick Leave: Accrual of one day per month.
- Severance Package: Severance pay for at-will termination in the amount of one months' salary. No severance pay for termination by resignation or for cause.
- Other Benefits: Same as provided for general City employees as they are today or as they may be modified in the future.

STANDING COMMITTEE REPORT

This item has not been presented at any standing committee meetings.

RECOMMENDED ACTIONS

Authorize the Mayor to sign the Special Assistant to the Mayor Employment Agreement with Renee R. Recker.

ATTACHMENTS

Employment Agreement for Renee R. Recker

EMPLOYMENT CONTRACT
Executive Assistant to the Mayor

THIS AGREEMENT, effective February 1, 2013, by and between the City of Oak Harbor, hereinafter referred to as "City", and Renee R. Recker, hereinafter referred to as "Executive Assistant"

WHEREAS, pursuant to OHMC 2.34.055 the Executive Assistant is employed by the City and shall be offered an employment contract, and

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

WHEREAS, pursuant to OHMC 2.36.055, the Mayor has offered an employment contract to the Executive Assistant and the City Council has approved said employment contract with Renee R. Recker as Executive Assistant for the City of Oak Harbor, and

WHEREAS, the Executive Assistant 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 Executive Assistant agree as follows:

1. Employment. The City hereby employs the Executive Assistant to serve in the position of Executive Assistant to the Mayor for the City of Oak Harbor. The duties of said position shall be to perform all duties assigned to the position of Executive Assistant to the Mayor 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 Executive Assistant by the City's Mayor. Pursuant to OHMC 2.36.030 and 2.34.055 the Executive Assistant 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 February 1, 2013, and shall continue indefinitely thereafter unless sooner terminated by the parties as provided in paragraphs 3 and 4 below.

3. "At Will" – Termination by the City. The Executive Assistant shall at all times during 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 Executive Assistant and the Executive Assistant expressly acknowledges that no contrary representations have been made by the City.

4. Resignation – Termination by the Executive Assistant. The Executive Assistant reserves the right to resign from employment at any time with or without cause. The Executive Assistant agrees to give the City not less than two (2) weeks' notice prior to the effective date of any such resignation.

5. Compensation: The Executive Assistant shall be compensated for services rendered during the term of this Agreement as follows:

a. Base Salary. The Executive Assistant shall receive a monthly salary of $5418.00. The rate of pay may be adjusted annually consistent with the salary range and steps established for this position.

b. In the event that a salary and wage study is conducted, the Executive Assistant position shall be included.

c. Benefits. The Executive Assistant shall be entitled to a sick leave accrual of one day each per month, vacation leave accrual as set forth in the City Personnel Polices, and eleven paid holidays which includes one floating holiday.

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

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

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

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness
- Pre-tax deductions for some unreimbursed expenses and/or Dependent Day Care
- Additional self-paid Voluntary Group Life Insurance
- Self-paid enrollment in a choice of two Deferred Compensation Plans

d. Timing of Monthly Payments – Deductions. All monthly payments of salary and benefits shall be made at the same time and on the same date as the City's regular payroll. All such monthly payments shall be subject to all required state and federal deductions, including income tax, social security, and any other deduction required and authorized by law. The City agrees to pay all employer contributions to FICA, worker's compensation, and similar programs as required by law.

6. The Executive Assistants Work Schedule. The Executive Assistant is a confidential, exempt employee for purposes of the Federal Fair Labor standards Act and as such shall not work a fixed forty hour per week schedule. The Executive Assistant shall work at Oak Harbor City Hall

during regular business hours of the City, Monday through Friday, provided, that the Executive Assistant shall receive time off for holidays according to the holiday schedule customarily observed by the City. At the discretion of the Mayor, the Executive Assistant may be required to attend all meetings of the Oak Harbor City Council and such other staff meetings as requested by the Mayor or as required by the duties of the position.

7. Severance Package.

a. Severance for At Will Termination. In the event the Executive Assistant's employment with the City is terminated for any reason other than those delineated in subparagraph (b) below, the City will provide the Executive Assistant severance payment for a period of one month (1) month 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 Executive Assistant's salary was prior to termination.

i. Reference. In the event of termination of the Executive Assistant's employment by the City, the Executive Assistant 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 Executive Assistant's employment, the last position held, the last salary received, the fact that the Executive Assistant is no longer employed by the City.

ii. Unemployment Benefits. The City will not oppose any unemployment benefit claims made by the Executive Assistant.

b. Termination by Resignation or for Cause. The severance package provided for in subparagraph (a) above shall not be available to the Executive Assistant if the termination of the Executive Assistant's employment with the City is due to:

i. Resignation. The Executive Assistant's voluntary resignation from employment. For purposes of this paragraph, "voluntary resignation" means a resignation of employment resulting from the free choice of the Executive Assistant 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 Executive Assistant in the performance of official duties.

c. Construction. The severance package provided in subparagraph (a) above shall not be construed as an extension of the Executive Assistant's employment beyond the

termination date. The Executive Assistant 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. The City agrees to cover the Executive Assistant 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.

9. The City of Oak Harbor agrees to hold harmless and indemnify the Executive Assistant from any and all costs, risk or liability associated with or arising out of acts or failures to act which are performed within the scope of employment as the Executive Assistant 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 Executive Assistant and acts or failure to act which would constitute an intentional tort or intentional wrongdoing knowingly committed by the Executive Assistant 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 Executive Assistant with the City of Oak Harbor in order that the Executive Assistant shall be held harmless, indemnified and defended in the future for all acts taken as the Executive Assistant subject to the limitations contained herein.

10. 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.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the terms and conditions of the Executive Assistant'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 _____, 2013.

For the City of Oak Harbor:

_____

D. Scott Dudley, Mayor

_____

Renee R. Recker

Attest:

_____

Nacelle J. Heuslein, Interim City Clerk

Approved as to Form:

_____

Grant K. Weed, Interim City Attorney

City of Oak Harbor
City Council Agenda Bill

Bill No. CA-AB3
Date: February 5, 2013
Subject: Navy Jet Fuel Pipeline: Amended Easement

FROM: Steve Powers
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:
Scott Dudley, Mayor
Larry Cort, City Administrator
Doug Merriman, Finance Director
Grant Weed, Interim City Attorney, as to form

PURPOSE
This agenda bill presents to the City Council an amendment to the previously approved easement agreement with the United States of America/Department of the Navy for a new jet fuel pipeline. The amendment is necessary due to a slight revision in the alignment of the proposed pipeline.

AUTHORITY
RCW Title 35A provides the authority for the City Council to grant an easement for the use of public right-of-way.

FISCAL IMPACT DESCRIPTION
Funds Required: Not applicable
Appropriation Source: Not applicable

SUMMARY STATEMENT
On June 18, 2012 the City Council first approved the granting of an easement to the United States of America and the Department of the Navy for the purposes of constructing a new jet fuel pipeline within the NE Regatta Avenue right-of-way. As the City Council may recall, the City's easement approval involved both City of Oak Harbor and Washington State Department of Transportation (WSDOT) right-of-way. During WSDOT's review of the final documents they determined that revisions were necessary to the agreement. Navy, WSDOT and City staff collaborated on the necessary changes and the revised agreement was scheduled for City Council action. On September 4, 2012 the Council rescinded their previous approval and approved the revised easement agreement. The parties entered into a non-exclusive easement agreement on September 19, 2012.

Also at September 4th meeting, City staff informed the Council that one additional revision to the agreement might be necessary; the need for the revision would be dependent on the final length of the

proposed easement. The Navy informed City staff on January 9, 2013 that they must in fact ask the City to amend the easement agreement.

DISCUSSION

The alignment of the Navy's proposed jet fuel pipeline involved property associated with three agencies (WSDOT, Island County and City of Oak Harbor) and one private property owner. The Navy successfully negotiated easement agreements with the three agencies, but was unable to complete negotiations with the private property owner. The private property in question is located immediately to the south of where State Route 20 and NE Regatta Drive merge together. The original design called for the pipeline to cut across the far northern portion of this property and continue to the west onto Navy property. Since the Navy was unable to obtain the easement from the private property owner, the pipeline alignment must be modified. The latest alignment calls for the pipeline to continue north within the NE Regatta Drive right-of-way until it reaches a point where it can turn to the west and continue onto Navy property without crossing the private property. This revised design requires an amendment to the easement and its legal description. (The proposed amendment, with revised legal description, is attached to this agenda bill.) The City Council must approve any amendments to the agreement.

No other revisions are proposed and all other terms and conditions of the previously executed non-exclusive easement agreement remain in force.

STANDING COMMITTEE REPORT

The Navy's request to amend the agreement occurred after the January Governmental Services Standing Committee. While the amendment request has not been presented to a standing committee, the original easement agreement was discussed with Governmental Services. Additionally, the entire City Council was informed of the possibility of this request at the September 4, 2012 meeting.

RECOMMENDED ACTION

Approve amendment to the easement agreement between the United States of America and the City of Oak Harbor and authorize the Mayor to sign.

ATTACHMENTS

Proposed amendment to the easement agreement

When Recorded Return to:
Commanding Officer (Real Estate)
Naval Facilities Engineering Command Northwest
1101 Tautog Circle
Silverdale, WA 98315-1101

Document Title:	Grant of Easement
Grantor:	City of Oak Harbor
Grantee:	The United States of America
Legal Description:	Ptn Sec 25-T33N-R1E, W.M.
Assessor's Tax parcel Numbers:	

AMENDMENT

THIS AMENDMENT is made this _____ day of _____, 2013, by and between the City of Oak Harbor, a Washington municipal corporation ("City") and the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command Northwest ("Navy").

WHEREAS, the parties entered into A Non-Exclusive Easement Agreement on the 19th day of September 2012, and

WHEREAS, a Memorandum of Recording, summarizing the Non-Exclusive Easement Agreement was recorded on 31st day of October, 2012. The term of the easement commenced as of the date of recording, identified in Clause 6, and

WHEREAS, the Navy was unsuccessful in negotiating the original easement location with all parties, and

NOW THEREFORE, the parties agree to the Navy re-routing the location of the easement to stay within the City of Oak Harbor's jurisdiction.

The updated legal description is attached as Exhibit A and the updated maps are attached as Exhibit B. All other terms and conditions are the same and considered to be in full force.

The foregoing is agreed to by:

CITY OF OAK HARBOR,
a Washington municipal corporation

By:_____
Name: SCOTT DUDLEY
Title: Mayor

Date:_____

DEPARTMENT OF THE NAVY

By:_____
Name: MICHAEL D. BRADY
Title: Real Estate Contracting Officer

Date:_____

Approved as to form:

By:_____
City Attorney

Date:_____

GRANTOR ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss
County of Island)

This is to certify that on the _____ day of _____, _____, before me, the undersigned Notary Public in and for the State of Washington, personally appeared SCOTT DUDLEY, to me known to be the Mayor of the CITY OF OAK HARBOR, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____.
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By:_____
Name: Cynthia Trembly
Title: Property Management Program Mgr.

Date:_____

Approved as to form:

By:_____
WSDOT Attorney – Ann E. Salay

Date:_____

WSDOT ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss
County of _____)

This is to certify that on the _____ day of _____, _____, before me, the undersigned Notary Public in and for the State of Washington, personally appeared _____, to me known to be the _____of the Washington State Department of Transportation, the Washington State Agency that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act an deed of said Washington State Agency, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____.
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

PSE
Pacific Surveying & Engineering
[illegible] Cornwall Avenue · Bellingham, WA 98225
Phone 360 671 7387 · fax 360 671 4685
E-mail pse@psesurvey.com
www.psesurvey.com

EXHIBIT 'A'
EASEMENT DESCRIPTION

PARCEL 1 (ISLAND COUNTY):

A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EITHER SIDE OF THE CENTERLINE OF THE EXISTING PIPELINE ALIGNMENT, WITHIN PORTIONS OF GOVERNMENT LOT 6 OF SECTION 36, AND GOVERNMENT LOT 1 OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M., ISLAND COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF TORPEDO ROAD AND THE CENTERLINE OF CRESCENT HARBOR ROAD BEING A POINT 30.00 FEET SOUTH AND 45.00 FEET WEST OF THE SOUTHWEST CORNER OF LOT K OF SHORT PLAT 79-307 OF ISLAND COUNTY PER AUDITOR'S FILE NO. 378807, BEING MARKED BY A NO. 5 REBAR (NO CAP); THENCE DEPARTING SAID INTERSECTION SOUTH 86°51'23" EAST ALONG THE CENTERLINE OF SAID CRESCENT HARBOR ROAD A DISTANCE OF 15.79 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID CRESCENT HARBOR ROAD CENTERLINE NORTH 11°12'27" WEST A DISTANCE OF 139.71 FEET TO AN ANGLE POINT; THENCE NORTH 01°46'31" WEST A DISTANCE OF 114.60 FEET TO A POINT 15.00 FEET DISTANT EAST WHEN MEASURED AT RIGHT ANGLES TO SAID TORPEDO ROAD CENTERLINE, SAID CENTERLINE BEING MARKED BY A CASED LEAD DOME MONUMENT;

THENCE CONTINUING 15.00 FEET DISTANT EAST AND PARALLEL WITH SAID TORPEDO ROAD CENTERLINE NORTH 01°46'31" WEST A DISTANCE OF 786.52 FEET TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 6, SAID POINT BEING SOUTH 88°35'48" EAST A DISTANCE OF 15.02 FEET FROM SAID TORPEDO ROAD CENTERLINE, WHEN MEASURED ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 6, SAID CENTERLINE BEING MARKED BY A CASED CONCRETE MONUMENT, SAID MONUMENT BEING SOUTH 88°35'48" EAST A DISTANCE OF 1599.05 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 25;

THENCE CONTINUING 15.00 FEET DISTANT EAST AND PARALLEL WITH SAID TORPEDO ROAD CENTERLINE NORTH 01°46'45" WEST A DISTANCE OF 707.29 FEET TO THE NORTH LINE OF SAID ISLAND COUNTY, BEING THE SOUTH LINE OF SAID CITY OF OAK HARBOR; AND THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

EASEMENT MARGINS AT THE BEGINNING AND TERMINUS SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, TO INTERSECT THE CENTERLINE OF SAID CRESCENT HARBOR ROAD (UNITED STATES BOUNDARY) AND THE BOUNDARY LINE BETWEEN SAID ISLAND COUNTY AND SAID CITY OF OAK HARBOR.

CONTAINING 34,962 SQUARE FEET, MORE OR LESS.

SITUATE IN COUNTY OF ISLAND, STATE OF WASHINGTON.

PARCEL 2 (CITY OF OAK HARBOR):

A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EITHER SIDE OF THE CENTERLINE OF THE EXISTING PIPELINE ALIGNMENT, WITHIN PORTIONS OF GOVERNMENT LOTS 1 & 2 OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M., CITY OF OAK HARBOR, ISLAND COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF TORPEDO ROAD AND THE NORTH LINE OF SAID GOVERNMENT LOT 6, BEING MARKED BY A CASED CONCRETE MONUMENT; THENCE SOUTH 88°35'48" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 6 A DISTANCE OF 15.02 FEET; THENCE NORTH 01°46'45" WEST PARALLEL WITH SAID TORPEDO ROAD CENTERLINE A DISTANCE OF 707.29 FEET TO THE NORTH LINE OF SAID ISLAND COUNTY, BEING THE SOUTH LINE OF SAID CITY OF OAK HARBOR AND THE POINT OF BEGINNING;

THENCE CONTINUING 15.00 FEET DISTANT EAST AND PARALLEL WITH SAID TORPEDO ROAD CENTERLINE NORTH 01°46'45" WEST A DISTANCE OF 321.01 FEET TO A POINT 15.00 FEET DISTANT EAST WHEN MEASURED AT RIGHT ANGLES TO SAID TORPEDO ROAD CENTERLINE;

THENCE CONTINUING NORTH 01°46'45" WEST A DISTANCE OF 31.97 FEET TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 88°13'15" EAST A DISTANCE OF 1000.00 FEET; THENCE ALONG SAID CURVE CONCAVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°45'19" A DISTANCE OF 152.81 FEET TO THE POINT OF TANGENCY; THENCE NORTH 06°58'35" EAST A DISTANCE OF 32.76 FEET TO A POINT 15.00 FEET DISTANT EAST WHEN MEASURED AT RIGHT ANGLES TO NE REGATTA DRIVE CENTERLINE; SAID CENTERLINE BEING MARKED BY A CASED BOAT SPIKE;

THENCE CONTINUING 15.00 FEET DISTANT EAST AND PARALLEL WITH SAID NE REGATTA DRIVE CENTERLINE NORTH 06°58'35" EAST A DISTANCE OF 75.49 FEET TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 1; SAID POINT BEING NORTH 88°31'18" WEST A DISTANCE OF 185.48 FEET FROM THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 1;

THENCE CONTINUING 15.00 FEET DISTANT EAST AND PARALLEL WITH SAID NE REGATTA DRIVE CENTERLINE NORTH 06°58'35" EAST A DISTANCE OF 689.50 FEET TO AN ANGLE POINT 15.00 FEET DISTANT EAST OF SAID NE REGATTA DRIVE CENTERLINE, SAID CENTERLINE BEING MARKED BY A CASED ALUMINUM MONUMENT;

THENCE CONTINUING 15.00 FEET DISTANT EAST AND PARALLEL WITH SAID NE REGATTA DRIVE CENTERLINE NORTH 06°58'54" EAST A DISTANCE OF 540.28 FEET TO A POINT ON THE TURNBACK LINE OF STATE ROUTE 20, PER RIGHT OF WAY PLAN SR 20, AULT FIELD SOUTH, ISLAND COUNTY DATED OCT. 14, 1952, AT HIGHWAY ENGINEERS STATION 688+61.37, 132.46 FEET RIGHT;

THENCE CONTINUING 15.00 FEET DISTANT EAST AND PARALLEL WITH SAID NE REGATTA DRIVE CENTERLINE FROM SAID TURNBACK LINE NORTH 06°58'54" EAST A DISTANCE OF 14.88 FEET TO A POINT AT HIGHWAY ENGINEERS STATION 688+74.84, 128.31 FEET RIGHT BEING 15.00 FEET DISTANT EAST OF SAID NE REGATTA DRIVE CENTERLINE, SAID CENTERLINE BEING MARKED BY A BOAT SPIKE;

THENCE CONTINUING NORTH 06°58'54" EAST A DISTANCE OF 56.83 FEET TO AN ANGLE POINT AT HIGHWAY ENGINEERS STATION 689+27.31, 112.86 FEET RIGHT; THENCE NORTH 71°49'35" WEST A DISTANCE OF 188.37 FEET TO A POINT ON THE

NORTHWESTERLY MARGIN OF SAID STATE ROUTE 20, AT HIGHWAY ENGINEERS STATION 689+13.64, 75.00 FEET LEFT AND THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

EASEMENT MARGINS AT THE BEGINNING AND TERMINUS SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, TO INTERSECT THE BOUNDARY LINE BETWEEN SAID CITY OF OAK HARBOR AND SAID ISLAND COUNTY AND THE NORTHWESTERLY MARGIN OF SAID SR 20 (UNITED STATES BOUNDARY).

CONTAINING 42,074 SQUARE FEET, MORE OR LESS.

SITUATE IN COUNTY OF ISLAND, STATE OF WASHINGTON.

12/17/12

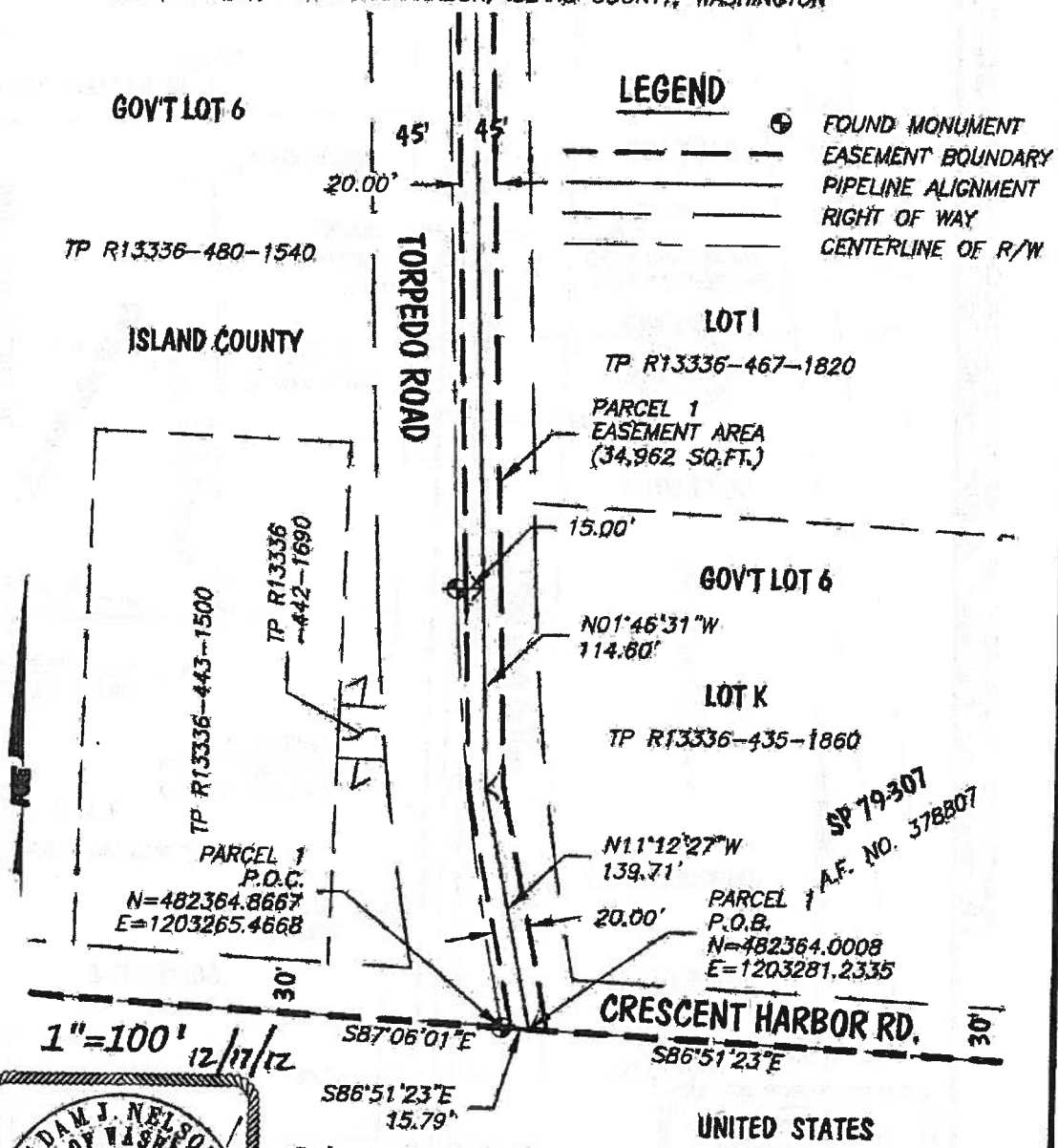
ADAM J. NELSON
STATE OF WASHINGTON
41862
REGISTERED
PROFESSIONAL LAND SURVEYOR

PACIFIC SURVEY & ENGINEERING INC
1812 CORNWALL AVE, BELLINGHAM, WA 98225 PHONE:671.7387 FAX:671.4685
EMAIL: pse@pssurvey.com
www.pssurvey.com

N44255-09-D-4004-0019, EASEMENT EXHIBIT 'B'

P-188 POL PIPELINE, SEAPLANE BASE TO AULT FIELD, NAVAL AIR STATION WHIDBEY, WASHINGTON

SITUATE IN A PORTIONS OF SECTION 25 & 36, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M., CITY OF OAK HARBOR, ISLAND COUNTY, WASHINGTON



1"=100' 12/17/12

ADAM J. NELSON
STATE OF WASHINGTON
41962
REGISTERED PROFESSIONAL LAND SURVEYOR

SURVEY NOTES

1) PIPELINE LOCATION PER N44255-09-D-4004-018 DESIGN.
2) HORIZONTAL DATUM: NAD 83/91, WASHINGTON STATE PLANE NORTH ZONE (NASWI BASE DATUM) US SURVEY FEET.
3) REFERENCE ROS A.F. NO. 4302043 BY PACIFIC SURVEYING AND ENGINEERING, INC. FOR ADDITIONAL INFO.

PSE JOB NO. 2011022 DATE: 12/17/2012 1 OF 6
DRAWN BY: JVD DWG NO. 2011022_svX_Easement_100x.dwg

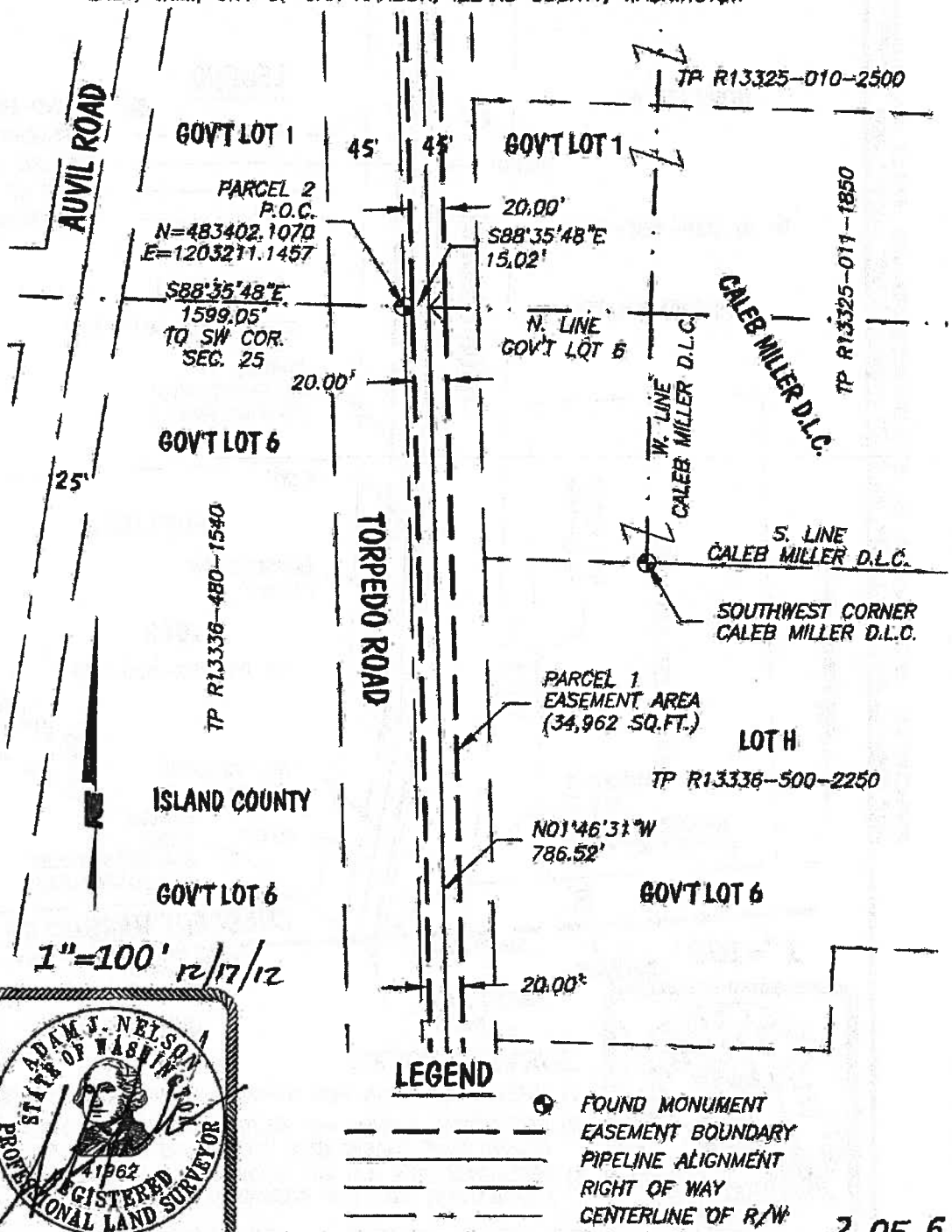
PSE

N44255-09-D-4004-0019, EASEMENT EXHIBIT 'B'

P-188 POL PIPELINE, SEAPLANE BASE TO AULT FIELD, NAVAL AIR STATION WHIDBEY, WASHINGTON

SITUATE IN A PORTIONS OF SECTION 25 & 36, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M., CITY OF OAK HARBOR, ISLAND COUNTY, WASHINGTON

PACIFIC SURVEY & ENGINEERING INC
1812 CORNWALL AVE, BELLINGHAM, WA 98225 PHONE: 671.7387 FAX: 671.4685
EMAIL: pse@pacsurvey.com
www.pacsurvey.com



LEGEND

- FOUND MONUMENT
- EASEMENT BOUNDARY
- PIPELINE ALIGNMENT
- RIGHT OF WAY
- CENTERLINE OF R/W

PSE JOB NO. 2011022 DATE: 12/17/2012
DRAWN BY: JVD DWG NO. 2011022_svX_Easement_100x.dwg

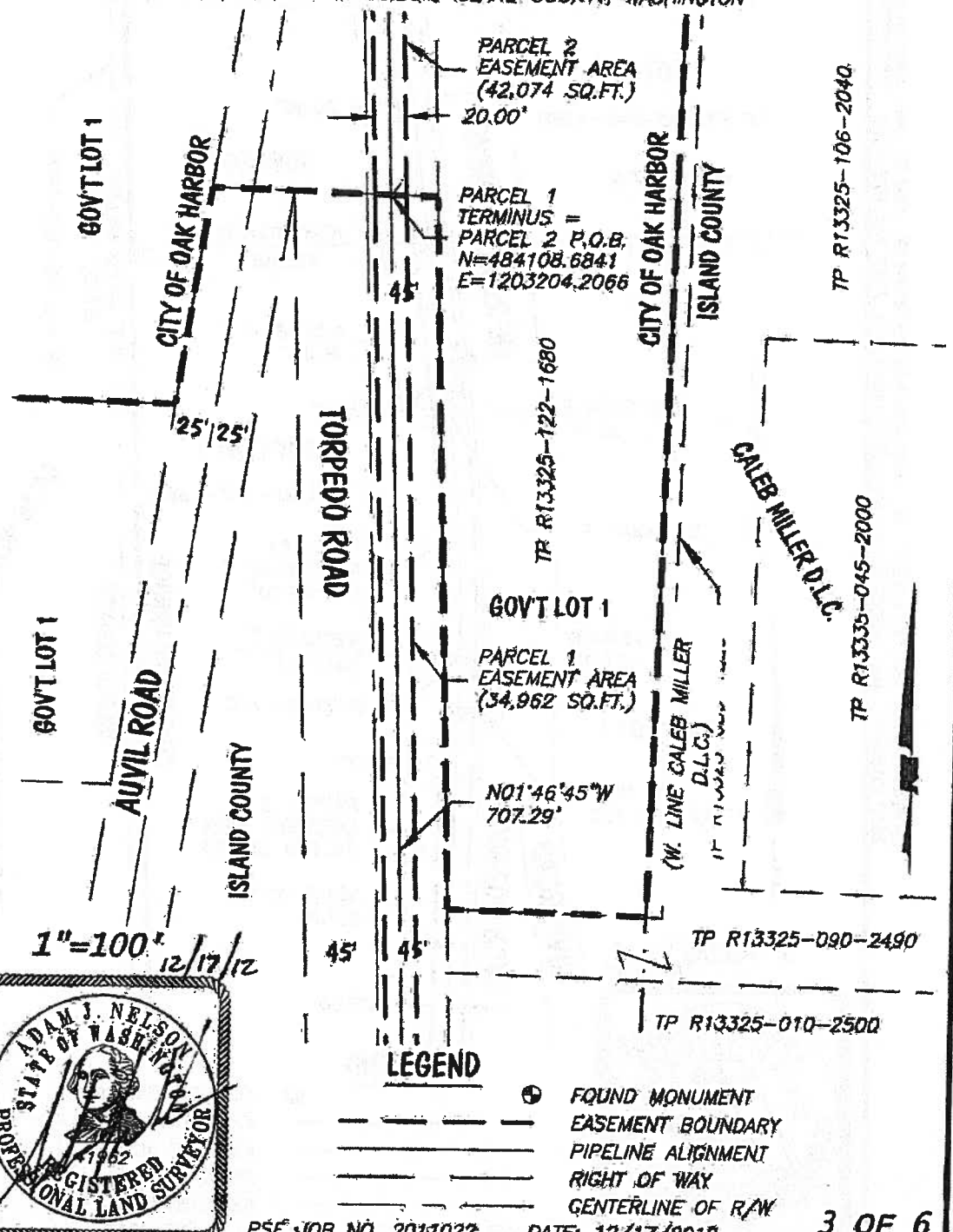
2 OF 6

PACIFIC SURVEY & ENGINEERING INC
1812 CORNWALL AVE, BELLINGHAM, WA 98225 PHONE:671.7387 FAX:671.4685
EMAIL: info@pasurvey.com
www.pasurvey.com

N44255-09-D-4004-0019, EASEMENT EXHIBIT 'B'

P-188 POL PIPELINE, SEAPLANE BASE TO AULT FIELD, NAVAL AIR STATION WHIDBEY, WASHINGTON

SITUATE IN A PORTIONS OF SECTION 25 & 36, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M., CITY OF OAK HARBOR, ISLAND COUNTY, WASHINGTON



PSE JOB NO. 2011022 DATE: 12/17/2012
DRAWN BY: JVD DWG NO. 2011022_svX_Easement_100x.dwg

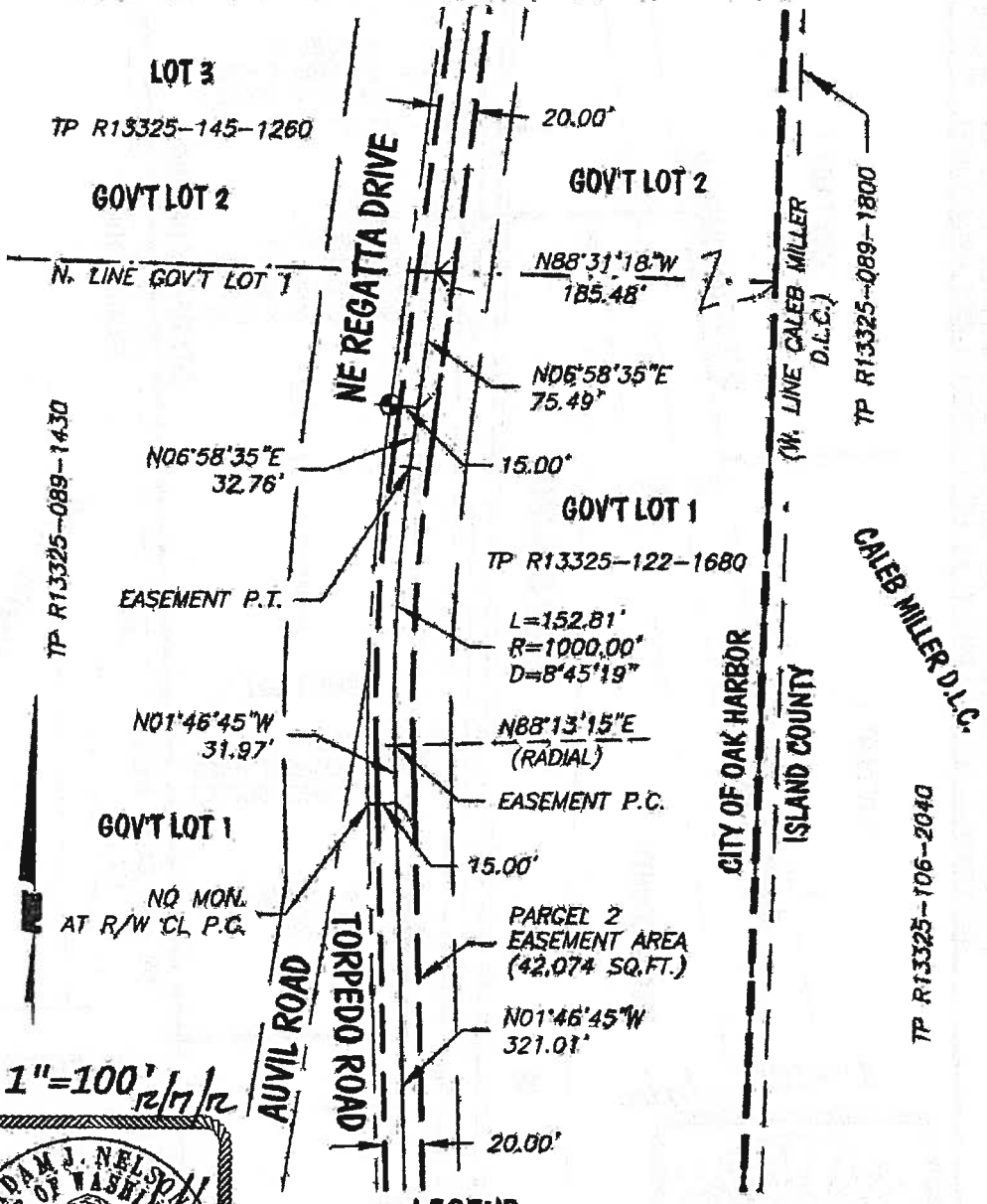
3 OF 6

PACIFIC SURVEY & ENGINEERING INC
1812 CORNWALL AVE, BELLINGHAM, WA 98225 PHONE: 671.7387 FAX: 671.4685
EMAIL: pse@pssurvey.com
www.pssurvey.com

N44255-09-D-4004-0019, EASEMENT EXHIBIT 'B'

P-188 POL PIPELINE, SEAPLANE BASE TO AULT FIELD, NAVAL AIR STATION WHIDBEY, WASHINGTON

SITUATE IN A PORTIONS OF SECTION 25 & 36, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M., CITY OF OAK HARBOR, ISLAND COUNTY, WASHINGTON



PSE JOB NO. 2011022 DATE: 12/17/2012
DRAWN BY: JVD DWG NO. 2011022_svX_Easement_100x.dwg

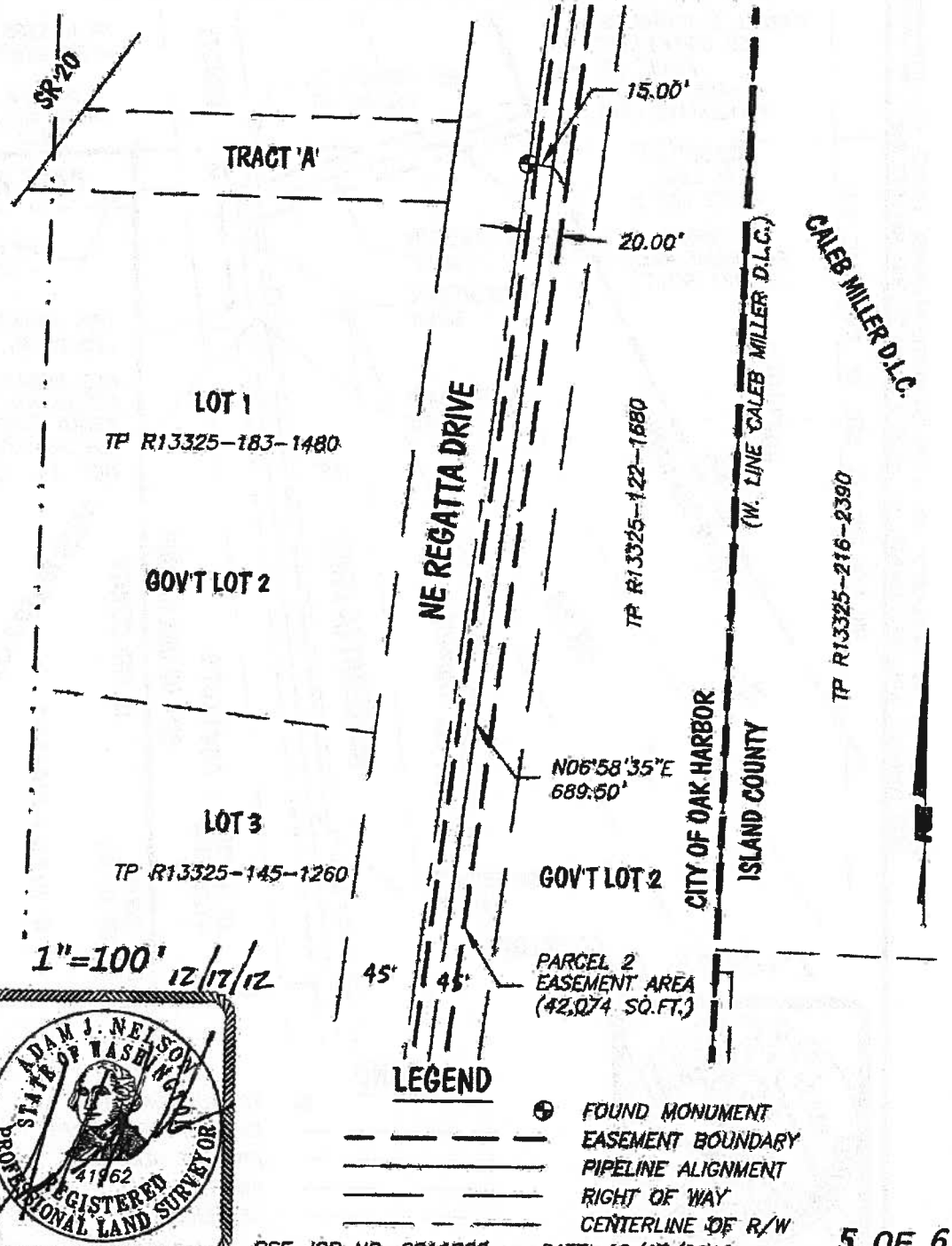
4 OF 6

PACIFIC SURVEY & ENGINEERING INC
1812 CORNWALL AVE, BELLINGHAM, WA 98225 PHONE:671.7387 FAX:671.4685
EMAIL: pse@pacsurvey.com www.pacsurvey.com

N44255-09-D-4004-0019, **EASEMENT EXHIBIT 'B'**

P-188 POL PIPELINE, SEAPLANE BASE TO AULT FIELD, NAVAL AIR STATION WHIDBEY, WASHINGTON

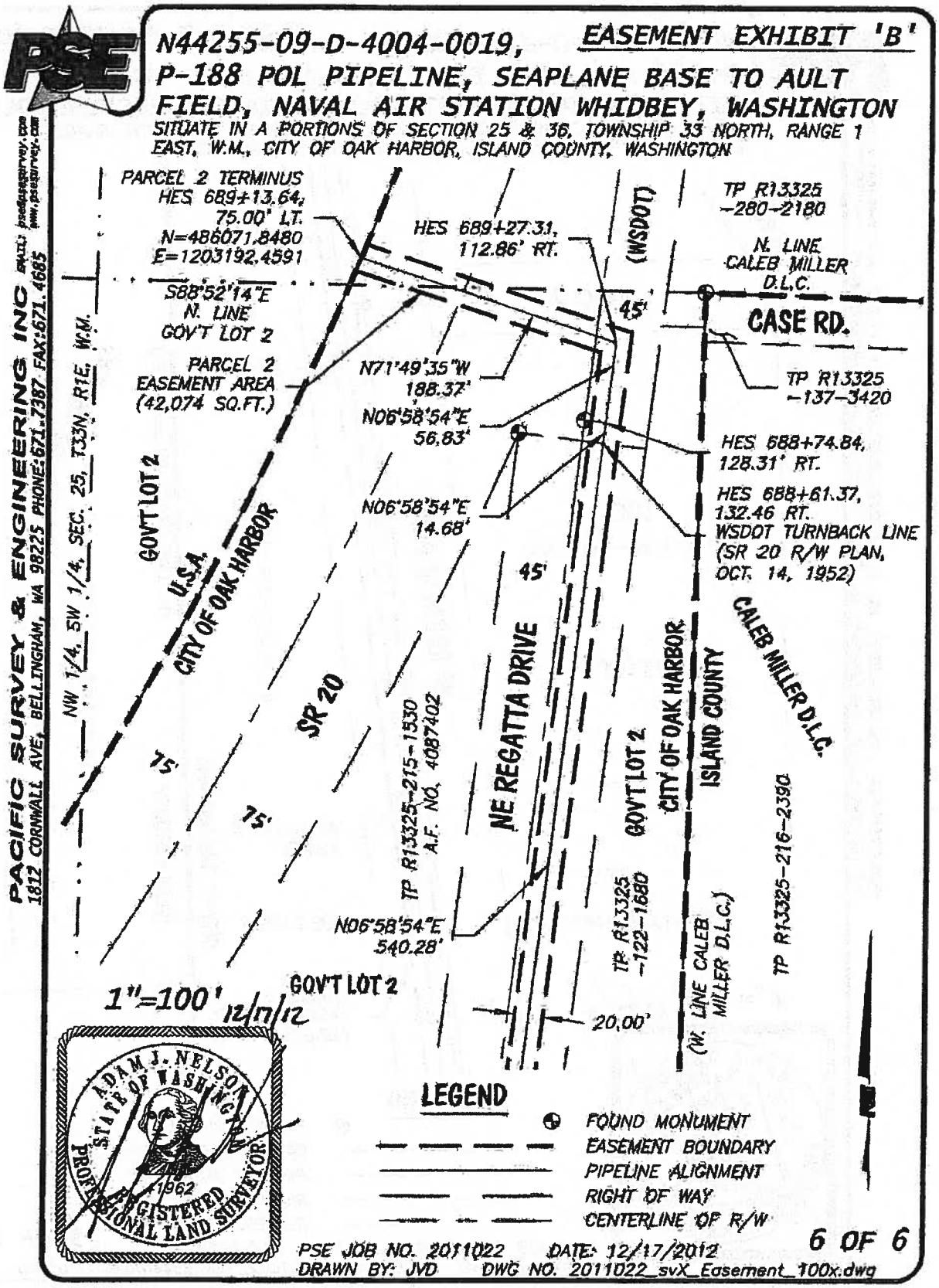
SITUATE IN A PORTIONS OF SECTION 25 & 36, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M., CITY OF OAK HARBOR, ISLAND COUNTY, WASHINGTON



ADAM J. NELSON
STATE OF WASHINGTON
41962
REGISTERED
PROFESSIONAL LAND SURVEYOR

PSE JOB NO. 2011022 DATE: 12/17/2012
DRAWN BY: JVD DWG NO. 2011022_svX_Easement_100x.dwg

5 OF 6


N44255-09-D-4004-0019,
EASEMENT EXHIBIT 'B'
P-188 POL PIPELINE, SEAPLANE BASE TO AULT FIELD, NAVAL AIR STATION WHIDBEY, WASHINGTON
SITUATE IN A PORTIONS OF SECTION 25 & 36, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M., CITY OF OAK HARBOR, ISLAND COUNTY, WASHINGTON
PACIFIC SURVEY & ENGINEERING INC
1812 CORNWALL AVE., BELLINGHAM, WA 98225 PHONE:671.7387 FAX:671.4685
PARCEL 2 TERMINUS HES 689+13.64, 75.00' LT. N=486071.8480 E=1203192.4591
S88°52'14"E N. LINE GOV'T LOT 2
PARCEL 2 EASEMENT AREA (42,074 SQ.FT.)
HES 689+27.31, 112.86' RT.
(WSDOT)
TP R13325 -280-2180
N. LINE CALEB MILLER D.L.C.
CASE RD.
45'
N71°49'35"W 188.37'
N06°58'54"E 56.83'
TP R13325 -137-3420
HES 688+74.84, 128.31' RT.
HES 688+61.37, 132.46 RT.
WSDOT TURNBACK LINE (SR 20 R/W PLAN, OCT. 14, 1952)
N06°58'54"E 14.68'
GOV'T LOT 2
U.S.A.
CITY OF OAK HARBOR
NW 1/4, SW 1/4, SEC. 25, T33N, R1E, W.M.
45'
SR 20
75'
75'
NE REGATTA DRIVE
TP R13325-215-1530 A.F. NO. 4087402
GOV'T LOT 2
CITY OF OAK HARBOR
ISLAND COUNTY
CALEB MILLER D.L.C.
TP R13325-216-2390
TP R13325 -122-1680
N06°58'54"E 540.28'
GOV'T LOT 2
1"=100' 12/17/12
20.00'
(W. LINE CALEB MILLER D.L.C.)
ADAM J. NELSON
STATE OF WASHINGTON
PROFESSIONAL LAND SURVEYOR
REGISTERED
1962
LEGEND
FOUND MONUMENT
EASEMENT BOUNDARY
PIPELINE ALIGNMENT
RIGHT OF WAY
CENTERLINE OF R/W
PSE JOB NO. 2011022 DATE: 12/17/2012
DRAWN BY: JVD DWG NO. 2011022_svX_Easement_100x.dwg
6 OF 6

City of Oak Harbor
City Council Agenda Bill

Bill No. CA-AB 4a - AB 4d
Date:
Subject: Approval of Accounts Payable Vouchers

FROM: **Doug Merriman, Finance Director**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:
Scott Dudley, Mayor
Larry Cort, Interim City Administrator
Grant Weed, Interim City Attorney

SUMMARY

Oak Harbor Municipal Code Chapter 3.72 establishes procedures for claims (vouchers) payment. The documentation that regularly supports the signature cover sheets is included in this agenda packet. Claim cover sheets will continue to be on hand prior to the City Council meeting for City Council signatures.

AUTHORITY

Oak Harbor Municipal Code Chapter 3.72.

RECOMMENDED ACTION

Approve accounts payable vouchers.

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
152566	1/2/2013	0006968	KITTITAS COUNTY SUPERIOR COURT	010213		BAIL/WARRANT#10-2-00232-7-SMITH	1,000.00
						Total :	**1,000.00**
152567	1/4/2013	0000066	AWC EMPLOYEES BENEFITS TRUST	010313		PREMIUMS	19.66
						Total :	**19.66**
152568	1/4/2013	0000860	STANDARD INSURANCE COMPANY	010113		LONG TERM DISABILITY	4,204.37
						Total :	**4,204.37**
152754	1/14/2013	0000950	LICENSING, WASHINGTON STATE DEPT OF	010413		CONCEALED WEAPONS PERMITS	884.00
						Total :	**884.00**
152755	1/15/2013	0000037	AMERICAN WATER WORKS	1679		2013 WWUC DUES	500.00
						Total :	**500.00**
152756	1/15/2013	0000055	ASSOCIATION OF WASHINGTON	122012		2013 DRUG ALCOHOL TESTING CONS(	2,203.00
				122112		2013 MEMBERSHIP FEE	15,018.00
						Total :	**17,221.00**
152757	1/15/2013	0000098	BIDDLE, KYLE	EXP REIMB		EXP REIMB	150.00
						Total :	**150.00**
152758	1/15/2013	0000962	BUILDING OFFICIALS, WASHINGTON ASSOC	WABO2013		2013 MEMBERSHIP	95.00
						Total :	**95.00**
152759	1/15/2013	0005773	COMCAST	8498300270032028		JAN 2013/XFINITY	8.04
						Total :	**8.04**
152760	1/15/2013	0000251	ENTERPRISE SERVICES, WASHINGTON STA	18-1-59275		1ST QTR 2013 MEMBERSHIP	250.00
						Total :	**250.00**
152761	1/15/2013	0000956	FINANCE OFFICERS, WASHINGTON ASSOCI	8224		2013 MEMBERSHIP	50.00
						Total :	**50.00**
152762	1/15/2013	0000959	FIREFIGHTERS, WASHINGTON STATE ASSO	13-049		2013 MEMBERSHIP RENEWAL	110.00
						Total :	**110.00**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152763	1/15/2013	0000355 FRONTIER	240-2350		CURRENT PHONE CHARGES	1,119.32
			675-1568		CURRENT PHONE CHARGES	203.00
			675-6858		CURRENT PHONE CHARGES	53.61
			679-0500		CURRENT PHONE CHARGES	58.58
			679-1640		CURRENT PHONE CHARGES	53.78
			679-1651		CURRENT PHONE CHARGES	58.94
			679-1789		CURRENT PHONE CHARGES	53.78
			679-2628		CURRENT PHONE CHARGES	318.70
			679-3013		CURRENT PHONE CHARGES	53.61
			679-3321		CURRENT PHONE CHARGES	45.28
			679-3902		CURRENT PHONE CHARGES	58.12
			679-4541		CURRENT PHONE CHARGES	107.22
			679-6391		CURRENT PHONE CHARGES	45.28
			679-8477		CURRENT PHONE CHARGES	77.76
					Total :	**2,306.98**
152764	1/15/2013	0004586 GORDON, JAMES	EXP REIMB		EXP REIMB	150.00
					Total :	**150.00**
152765	1/15/2013	0000394 HUMAN RESOURCE SERVICES	010113		JAN 2013/UNEMPLOYMENT SERVICES	110.00
					Total :	**110.00**
152766	1/15/2013	0001469 INTERNATIONAL CODE COUNCIL	010813		REGISTRATION/D ANDERSON	295.00
					Total :	**295.00**
152767	1/15/2013	0001469 INTERNATIONAL CODE COUNCIL	101		203 MEMBERSHIP DUES	15.00
					Total :	**15.00**
152768	1/15/2013	0000415 ISLAND DISPOSAL	010213		DEC 2012/RECYCLING	3,976.20
					Total :	**3,976.20**
152769	1/15/2013	0002729 MAILFINANCE	H3724692		LEASE PAYMENT	806.84
					Total :	**806.84**
152770	1/15/2013	0000660 MARKET PLACE FOOD & DRUG	411373		GROCERIES	432.55
					Total :	**432.55**
152771	1/15/2013	0004423 MUNICIPAL EMERGENCY SERVICES	SO_321072-4		SHIRTS	228.88

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
152771	1/15/2013	0004423	0004423 MUNICIPAL EMERGENCY SERVICES (Continued)			Total :	228.88
152772	1/15/2013	0002633	NEXXPOST LLC	200531		2013 RENTAL	1,200.05
				201598		INK CARTRIDGE	289.17
						Total :	1,489.22
152773	1/15/2013	0000600	NORTHWEST CLEAN AIR AGENCY	7922		2013 PER CAPITA FEE	7,770.00
						Total :	7,770.00
152774	1/15/2013	0000672	OAK HARBOR ACE	215250		BULB	5.42
				215382		ROD/WIRE	19.54
				215478		RECEPTACLE/WIRECONN	5.51
				215486		WIRE	0.59
						Total :	31.06
152775	1/15/2013	0000668	OAK HARBOR AUTO CENTER	001-153637		CANISTER PURGE V	137.84
				001153685		BEAM	12.31
				001-153694		FILTERS	8.48
				001-153698		FILTERS	7.98
				001-153737		FITTINGS	2.96
				001-153741		DE-ICER	13.81
						Total :	183.38
152776	1/15/2013	0000693	PACIFIC COAST CONGRESS HARBOR-	2010931		2013 MEMBERSHIP DUES	225.00
						Total :	225.00
152777	1/15/2013	0002985	PACIFIC TIRE CO. INC	0063004		TIRES	1,424.30
						Total :	1,424.30
152778	1/15/2013	0000724	PONY MAILING & BUSINESS CENTER	203371		SHIPPING	28.04
						Total :	28.04
152779	1/15/2013	0000748	QUADRANT SYSTEMS, INC	1201129		2013 ANNUAL SOFTWARE SUPPORT	2,200.00
						Total :	2,200.00
152780	1/15/2013	0002358	SERVICEMASTER OF THE ISLAND	8772		JAN 2013/JANITORIAL SERVICES	775.00
						Total :	775.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152781	1/15/2013	0004184 SIPES, TAMRA	013113		JAN 2013/RACE COORDINATOR	2,546.00
					Total :	2,546.00
152782	1/15/2013	0004903 US BANK	4485591000119689		2012 CREDIT CARD PURCHASES	894.11
					Total :	894.11
152783	1/15/2013	0001639 WASHINGTON CITIES INSURANCE	101090		2013 LIABILITY/PROGRAM ASSESSMEI	270,511.00
					Total :	270,511.00
152784	1/15/2013	0001190 WASHINGTON CITY/COUNTY	70823		2013 MEMBERSHIP	153.00
					Total :	153.00
152785	1/15/2013	0001043 WASHINGTON STATE BAR ASSOC	010313		2013 LICENSE RENEWAL/ESPARZA	355.00
					Total :	355.00
152786	1/15/2013	0001017 WHIDBEY PRINTERS	45951		ANIMAL LICENSE FORMS	275.70
					Total :	275.70
152787	1/15/2013	0003776 WWCCPP GROUP	010113		2013 DUES	10.00
					Total :	10.00
37 Vouchers for bank code : bank					Bank total :	321,684.33
37 Vouchers in this report					Total vouchers :	321,684.33

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152788	1/18/2013	0006983 CAMPING WORLD RV SALES	011813		REPAIRS	946.16
					Total :	**946.16**
152789	1/18/2013	0000965 REVENUE, WASHINGTON STATE DEPT OF	010913		4TH QTR 2012/LEASEHOLD EXCISE TA	23,522.86
					Total :	**23,522.86**

2 Vouchers for bank code : bank — **Bank total :** **24,469.02**

2 Vouchers in this report — **Total vouchers :** **24,469.02**

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152788	1/18/2013	0006983 CAMPING WORLD RV SALES	011813		REPAIRS	946.16
					Total :	**946.16**
152789	1/18/2013	0000965 REVENUE, WASHINGTON STATE DEPT OF	010913		4TH QTR 2012/LEASEHOLD EXCISE TA	23,522.86
					Total :	**23,522.86**

2 Vouchers for bank code : bank

Bank total : **24,469.02**

2 Vouchers in this report

Total vouchers : **24,469.02**

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152790	1/29/2013	0006157 AHBL, INC	87773		2012 PROF SVC/OAK HARBOR SMF	1,118.40
					Total :	**1,118.40**
152791	1/29/2013	0005903 ALLDATA	FW893154		SUBSCRIPTION	1,500.00
					Total :	**1,500.00**
152792	1/29/2013	0006984 AMERICAN PETROLEUM	45883		TRINITY A/F EXT LIFE	343.76
					Total :	**343.76**
152793	1/29/2013	0000712 AMERIGAS	3013763016		PROPANE/DOG POUND	387.78
					Total :	**387.78**
152794	1/29/2013	0000042 ANACORTES, CITY OF	900-9080-00		DEC 2012/WATER PURCHASED	76,496.58
			901-9080-01		DEC 2012/WATER PURCHASED	811.42
			901-9080-02		AUG 2012/WATER PURCHASED	10,384.96
			901-9080-02		DEC 2012/WATER PURCHASED	9,203.89
					Total :	**96,896.85**
152795	1/29/2013	0005001 ARAMARK	938116000		DEC 2012/LAUNDRY SERVICES	1,166.18
					Total :	**1,166.18**
152796	1/29/2013	0004733 BARRON HEATING & AIR COND, INC	131407		FURNACE REPLACEMENT	2,924.03
			131408		GAS PACK/ROOF	5,491.52
			131709		2012 MAINTENANCE AGREEMENT	532.63
					Total :	**8,948.18**
152797	1/29/2013	0000103 BLADE CHEVROLET, INC	412419		DEC 2012/VEHICLE RENTAL	600.00
					Total :	**600.00**
152798	1/29/2013	0000160 CENTRAL WELDING SUPPLY	RN12120986		CENTRASHIELD	12.17
					Total :	**12.17**
152799	1/29/2013	0001891 COMFORT INN AUBURN	13814446		HOTEL ACCOMMODATIONS/BEBEE	174.60
			13959405		HOTEL ACCOMMODATIONS/SMITH	87.30
					Total :	**261.90**
152800	1/29/2013	0000197 CONCRETE NORWEST	844916		SCREENINGS	714.49

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152800	1/29/2013	0000197 0000197 CONCRETE NORWEST	(Continued)		Total :	**714.49**
152801	1/29/2013	0000017 ESA	101054		2012 PROF SVC/OAK HARBOR MAF	1,698.08
					Total :	**1,698.08**
152802	1/29/2013	0006276 EXPRESS SERVICES, INC	11892118-8		SUPPORT SERVICES	2,293.97
			11922274-3		SUPPORT SERVICES	1,927.75
			11945011-2		SUPPORT SERVICES	1,038.40
					Total :	**5,260.12**
152803	1/29/2013	0002900 FASTENAL	WAOAK13180		SAFETY GLASS	66.95
			WAOAK13217		HAND TRUCK/PIN	222.86
					Total :	**289.81**
152804	1/29/2013	0000329 GALLS	000302368		BOOTS	142.98
					Total :	**142.98**
152805	1/29/2013	0003650 GLOBALSTAR USA	1000000004409804		2012 SATELLITE SERVICE	739.26
					Total :	**739.26**
152806	1/29/2013	0000349 GRAINGER	9029428910		MOP WRINGER	100.71
			9029590347		GLOVES	53.50
					Total :	**154.21**
152807	1/29/2013	0000323 HD FOWLER COMPANY	I3288087		WINGS/NIPPLES/PLUGS/ELLS	931.14
					Total :	**931.14**
152808	1/29/2013	0003095 HOME DEPOT CREDIT SERVICES	1029863		OIL	110.32
			4023883		BALLAST/PLC4T832W	41.23
			4024080		MTL GRN/WELD WIRE	22.20
			5083419		6FT F WH CTR	67.40
			6093963		BALLAST	21.70
			7014444		BARB	91.31
			7020870		SAW/GAUGE	217.60
			7020888		STUDS	26.56
			7020930		PADS//SWIFFR	37.20
			7021080		BROOM	21.72
			7023245		BALLAST/SOCKETS	37.28

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
152808	1/29/2013	0003095	HOME DEPOT CREDIT SERVICES	(Continued)			
				7083994		BALLAST/SOCKETS	-37.28
				7132181		TLNS CHAR/PRINCE 10X10/CONS/S	1,156.40
				7571244		DHDHNTRK/TIE DOWNS	70.59
				8039087		TARP/TUBES	185.33
				8042353		KNIFE/OIL/BRUSH/PAINT	126.84
				8042369		SPRAYER/BUC	45.52
				9042813		STOOLS/BATTERIES	194.33
				9582923		PLATE/BLASTER/OUTLET/WD-40	17.28
						Total :	**2,453.53**
152809	1/29/2013	0002383	ISLAND COUNTY SHERIFF	123112		INMATE MEDS	22.22
						Total :	**22.22**
152810	1/29/2013	0000433	ISLAND DRUG	120112		INMATE MEDS	16.36
						Total :	**16.36**
152811	1/29/2013	0004502	LEXISNEXIS RISK DATA MANAGE	1404645-20121231		DEC 2012/MINIMUM COMMITMENT	54.35
						Total :	**54.35**
152812	1/29/2013	0000221	LN CURTIS & SONS	2100992-00		GOGGLES	443.50
						Total :	**443.50**
152813	1/29/2013	0006636	LUCITY, INC	85002-1		CONSTANT CONNECTION PROGRA	11,163.49
						Total :	**11,163.49**
152814	1/29/2013	0000530	MAILLIARD'S LANDING NURSERY	66367		SOIL	184.57
						Total :	**184.57**
152815	1/29/2013	0006072	MASTER'S TOUCH, LLC	P27956		DEC 2012/POSTAGE FOR STATEME	2,629.12
						Total :	**2,629.12**
152816	1/29/2013	0006072	MASTER'S TOUCH, LLC	27955		DEC 2012/MAILING SERVICES FOR	272.62
				27956		DEC 2012/MAILING SERVICES FOR	1,241.70
				P27955		DEC 2012/POSTAGE FOR LATE NO	432.20
						Total :	**1,946.52**
152817	1/29/2013	0004423	MUNICIPAL EMERGENCY SERVICES	00369959_SNV		UTILITY GLOVES	11.26

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152817	1/29/2013	0004423 0004423 MUNICIPAL EMERGENCY SERVICE (Continued)			Total :	11.26
152818	1/29/2013	0000672 OAK HARBOR ACE	212735		HOOKS	20.63
			213675		DECO CLIP CLR COMMAND	13.02
			213859		KEYS	12.33
					Total :	45.98
152819	1/29/2013	0000668 OAK HARBOR AUTO CENTER	001-139115		PARTS	225.42
			001-145797		PARTS	-33.57
			001-151878		PARTS	24.15
			001-153289		PARTS	21.39
					Total :	237.39
152820	1/29/2013	0003607 PARTS NOW	INV02392063		FUSER	43.48
					Total :	43.48
152821	1/29/2013	0000709 PERS	00965925		DEC 2012/UNFUNDED LIABILITY	26.98
					Total :	26.98
152822	1/29/2013	0006971 PORCELLO ESTATE BUYERS	121712		RENTAL REFUND	80.00
					Total :	80.00
152823	1/29/2013	0006866 PROTHMAN	2012-3704		CITY CLERK SERVICES	3,830.83
					Total :	3,830.83
152824	1/29/2013	0000746 PUGET SAFETY EQUIPMENT	0008412-IN		CLASS 3 ORANGE W/SLEEVES	33.38
					Total :	33.38
152825	1/29/2013	0000743 PUGET SOUND ENERGY	4980671004		2012/ELECTRICITY/1019 SW SWAN	94.80
					Total :	94.80
152826	1/29/2013	0000814 SKAGIT FARMERS SUPPLY	310974		STRAW	20.63
					Total :	20.63
152827	1/29/2013	0000876 SKAGIT VALLEY COLLEGE	22713		3RD QTR 2012/BUILDING OPERATI(	14,635.58
					Total :	14,635.58
152828	1/29/2013	0000846 SOUND PUBLISHING	508390		NOV 2012/PUBLICATIONS-ACCT#8(	904.65

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152828	1/29/2013	0000846 SOUND PUBLISHING	(Continued)			
			515490		DEC 2012/PUBLICATIONS-ACCT#8(	757.95
			712764		ORD 1636	56.07
					Total :	**1,718.67**
152829	1/29/2013	0004755 SPEER TAPS, INC	17551		WET TAPPING	2,168.57
					Total :	**2,168.57**
152830	1/29/2013	0000851 SPRINT	144603707		LONG DISTANCE	14.20
					Total :	**14.20**
152831	1/29/2013	0003883 STAPLES BUSINESS ADVANTAGE	1605		DEC 2012/RETAINER	2,650.00
			3187479733		SIGN	19.71
			3187479734		SIGN	19.71
			3187479735		SIGN	19.71
			3187479736		SIGN	19.71
			3187479737		SIGN	19.71
			3187479738		SIGN	19.71
			3187479739		SIGN	19.71
			3188679983		STAPLER	8.14
			3188679984		CHAIRMAT/CUP/BINDERS/PAPER C	48.81
			3188679985		TONER	125.83
			3188679987		INK	31.29
			3188948902		MONITOR ARM	101.62
			3188948903		SANDISK	42.36
					Total :	**3,146.02**
152832	1/29/2013	0006460 STATEWIDE RENT-A-FENCE, INC	25532		PANELS RENTAL	545.38
					Total :	**545.38**
152833	1/29/2013	0005841 TOKAY SOFTWARE	HPN12M12		BACKFLOW PREVENTION MANAGE	430.00
					Total :	**430.00**
152834	1/29/2013	0004518 TRIANGLE CHARTER SERVICE, LLC	5040		TRANSPORTATION SERVICES	750.00
			5040		TRANSPORTATION SERVICES	750.00
			5040		TRANSPORTATION SERVICES	910.00
			5040		TRANSPORTATION SERVICES	750.00

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
152834	1/29/2013	0004518	TRIANGLE CHARTER SERVICE, LLC	(Continued)			
				5040		TRANSPORTATION SERVICES	750.00
						Total :	**3,910.00**
152835	1/29/2013	0000287	TYLER TECHNOLOGIES, INC	045-79389		FINANCIALS CONVERSION	3,000.00
						Total :	**3,000.00**
152836	1/29/2013	0000923	UNITED PARCEL SERVICE	0000A0182W502		SHIPPING	18.15
				0000A0182W512		SHIPPING	18.51
						Total :	**36.66**
152837	1/29/2013	0000934	UTILITIES UNDERGROUND LOCATION	2120161		DEC 2012/LOCATES	42.28
						Total :	**42.28**
152838	1/29/2013	0006985	WEST COAST METAL BUILDINGS INC	21481		METAL BUILDING	1,975.02
						Total :	**1,975.02**
152839	1/29/2013	0000675	WHIDBEY COMMUNITY PHYSICIANS	112812		PRE-EMPLOYMENT/HOPKINS	310.00
						Total :	**310.00**
152840	1/29/2013	0001017	WHIDBEY PRINTERS	45954		VEHICLE IMPOUND REPORTS	564.66
						Total :	**564.66**
152841	1/29/2013	0001037	WORK OUTFITTERS	50034		BOOTS/BOONSTRA	150.00
						Total :	**150.00**

52 Vouchers for bank code : bank **Bank total : 177,150.74**

52 Vouchers in this report **Total vouchers : 177,150.74**

64

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152842	1/29/2013	0000960 REVENUE, WASHINGTON STATE DEPT	011513		DEC 2012/SALES/USE TAX	42,136.47
					Total :	**42,136.47**
152843	1/29/2013	0000950 LICENSING, WASHINGTON STATE DEP	012413		CONCEALED WEAPONS PERMITS	417.00
					Total :	**417.00**
152844	1/30/2013	0006845 48 NORTH	32253		JAN 2013/ADVERTISING	328.00
					Total :	**328.00**
152845	1/30/2013	0000007 AA ELECTRIC	8172		TRAILER CONNECTION	449.12
			8175		OUTLET RELOCATION	130.66
			8204		FUSES	67.13
					Total :	**646.91**
152846	1/30/2013	0007024 ACTON, JOHN	4703		MOORAGE REFUND	158.03
					Total :	**158.03**
152847	1/30/2013	0000984 AGRICULTURE, WASHINGTON STATE D	010813		PESTICIDE LICENSE RENEWAL	33.00
					Total :	**33.00**
152848	1/30/2013	0000028 ALL ISLAND LOCK & KEY	21675		KEYS	15.99
					Total :	**15.99**
152849	1/30/2013	0000029 ALL PHASE ELECTRIC SUPPLY	0952-640661		LAMPS	192.57
			0952-640894		THERMOSTAT	21.82
					Total :	**214.39**
152850	1/30/2013	0001609 ALL QUALITY STITCHES	158		SHIRTS	834.50
					Total :	**834.50**
152851	1/30/2013	0005024 ALMBERG, RICHARD	TRAVEL ADVANCE		TRAVEL ADVANCE	127.50
			TRAVEL REIMB		TRAVEL REIMB	284.40
					Total :	**411.90**
152852	1/30/2013	0002044 ANACORTES.NET/HOW IT WORKS	32013		JAN 2013/WEB HOSTING	75.00
			32088		JAN 2013/WEB HOSTING	15.95

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
152852	1/30/2013	0002044	0002044 ANACORTES.NET/HOW IT WORKS (Continued)				
						Total :	90.95
152853	1/30/2013	0006993	ANATOLIY'S MAINTENANCE	011713		BUSINESS LICENSE OVERPAYMEN	75.00
						Total :	75.00
152854	1/30/2013	0005004	ANDERSON, DAVID	TRAVEL ADVANCE		TRAVEL ADVANCE	146.00
						Total :	146.00
152855	1/30/2013	0004019	ASSOCIATED PETROLEUM PRODUCTS	0385819-IN		FUEL	3,987.34
				0388593-IN		FUEL	26,848.26
				0388808-IN		FUEL	3,793.60
				0392555-IN		FUEL	3,978.43
						Total :	38,607.63
152856	1/30/2013	0000159	AT&T MOBILITY	287249477751X0124201		HOTSPOTS	491.65
						Total :	491.65
152857	1/30/2013	0000065	AVOCET ENVIRONMENTAL TESTING	1300034-IN		TESTING SERVICES	110.00
				1300188-IN		TESTING SERVICES	100.00
						Total :	210.00
152858	1/30/2013	0000075	BANK OF NEW YORK	111-1539976		OAKLTGO11	300.93
						Total :	300.93
152859	1/30/2013	0004733	BARRON HEATING & AIR COND, INC	131953		AIR COMPRESSOR REPAIR	1,304.94
						Total :	1,304.94
152860	1/30/2013	0000083	BAZA, ALVIN	010713		DEC 2012/WELLNESS INCENTIVE	20.00
						Total :	20.00
152861	1/30/2013	0007023	BEHRMAN, DENNIS	3968		MOORAGE REFUND	186.84
						Total :	186.84
152862	1/30/2013	0000091	BENS CLEANER SALES, INC	232248		HANDLE	38.31
						Total :	38.31
152863	1/30/2013	0000103	BLADE CHEVROLET, INC	134372		CAP	42.94

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152863	1/30/2013	0000103 0000103 BLADE CHEVROLET, INC	(Continued)		Total :	42.94
152864	1/30/2013	0000111 BOARD FOR VOLUNTEER	010413		2013 POCFF DISABILITY AND PENS	2,764.60
					Total :	2,764.60
152865	1/30/2013	0002643 BODE'S PRECAST, INC	40611		PARK BENCH	434.00
					Total :	434.00
152866	1/30/2013	0000118 BOSTEC, INC	25931		BREATH ALCOHOL TESTING SUPPI	135.88
					Total :	135.88
152867	1/30/2013	0003097 BOYER, TALLIE	010713		DEC 2012/WELLNESS INCENTIVE	20.00
					Total :	20.00
152868	1/30/2013	0007025 BRAUN NW, INC	14806		NORTH STAR RESCUE VEHICLE	128,152.55
					Total :	128,152.55
152869	1/30/2013	0007022 BRILZ, JAMES	3110		MOORAGE REFUND	126.00
					Total :	126.00
152870	1/30/2013	0000137 BRIM TRACTOR COMPANY	IM63077		FILTERS	24.70
					Total :	24.70
152871	1/30/2013	0006994 BROWER, BEN	5172		MOORAGE REFUND	153.21
					Total :	153.21
152872	1/30/2013	0005615 BUILDERS EXCHANGE OF	1035580		PUBLISH PROJECTS ONLINE	45.00
					Total :	45.00
152873	1/30/2013	0000962 BUILDING OFFICIALS, WASHINGTON A	012313		REGISTRATION/WALTON	600.00
					Total :	600.00
152874	1/30/2013	0003675 CAMPBELL, JAMES	TRAVEL ADVANCE		TRAVEL ADVANCE	127.50
					Total :	127.50
152875	1/30/2013	0006939 CANDLEWOOD SUITES	1324		2012/HOTEL ACCOMMODATIONS/H	1,494.77
			1334		2012/HOTEL ACCOMMODATIONS/H	974.85
			1341		HOTEL ACCOMMODATIONS/HEUSL	649.90

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152875	1/30/2013	0006939 0006939 CANDLEWOOD SUITES	(Continued)		Total :	3,119.52
152876	1/30/2013	0006988 CARLSEN, KATHLEEN	011613		EVIDENCE RETURN	152.00
					Total :	152.00
152877	1/30/2013	0006215 CAROLLO	0126214		DEC 2012/PROF SVC/PRELIMINAR\	23,338.42
					Total :	23,338.42
152878	1/30/2013	0007021 CARR, KIT	3995		MOORAGE REFUND	302.41
					Total :	302.41
152879	1/30/2013	0000150 CASCADE NATURAL GAS	08793000004		2012/NATURAL GAS/POLICE STATI(	453.29
			18583000007		2012/NATURAL GAS/TREATMENT P	10.00
			36624000000		2012/NATUAL GAS/FIRE STATION	1,200.41
			58793000009		2012/NATUAL GAS/CITY HALL	805.57
			80434000008		2012/NATURAL GAS/CITY SHOP	1,551.23
			82193000005		2012/NATURAL GAS/ANNEX	78.26
			90134000000		2012/NATURAL GAS/ADULT CARE (	143.58
					Total :	4,242.34
152880	1/30/2013	0001870 CASEY, ANN	4112		MOORAGE REFUND	51.33
					Total :	51.33
152881	1/30/2013	0000167 CHEVRON AND TEXACO BUSINESS	36967710		FUEL	60.12
					Total :	60.12
152882	1/30/2013	0006995 CIMINSKI, GARY	2757		MOORAGE REFUND	79.11
					Total :	79.11
152883	1/30/2013	0000179 CLERKS PETTY CASH	011813		PETTY CASH	96.98
					Total :	96.98
152884	1/30/2013	0006666 COLLINS, CLIVE	4434		MOORAGE REFUND	95.74
					Total :	95.74
152885	1/30/2013	0000197 CONCRETE NORWEST	852478		CRUSHED ROCK	84.24
			853207		CRUSHED ROCK	168.49
			944878		JAN-MAR 2013/RENTAL	1,500.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152885	1/30/2013	0000197 0000197 CONCRETE NORWEST	(Continued)		Total :	1,752.73
152886	1/30/2013	0001860 CORT, LARRY	TRAVEL ADVANCE		TRAVEL ADVANCE	127.50
					Total :	127.50
152887	1/30/2013	0006204 CRA PAYMENT CENTER	011013		CHARGES	5.07
					Total :	5.07
152888	1/30/2013	0000209 CRAWFORD GARAGE DOORS, INC	44326		SPRING	315.23
					Total :	315.23
152889	1/30/2013	0004853 CRONIN, LARRY	4659		MOORAGE REFUND	158.49
					Total :	158.49
152890	1/30/2013	0000220 CUMMINS NORTHWEST, INC	001-41342		SENSOR/GASKETS/SEALS	197.36
			001-43820		SEAL/PLUG	25.62
					Total :	222.98
152891	1/30/2013	0007020 CURTIS, EDWARD	4237		MOORAGE REFUND	137.33
					Total :	137.33
152892	1/30/2013	0000222 CUSTOM ENGRAVING	13-4		NAME TAG/CARTER	17.39
					Total :	17.39
152893	1/30/2013	0007019 DAVIS FAMILY TRUST	2915		MOORAGE REFUND	260.08
					Total :	260.08
152894	1/30/2013	0000233 DAVIS, DANNY	2271		MOORAGE REFUND	100.51
					Total :	100.51
152895	1/30/2013	0000256 DAY WIRELESS SYSTEMS	323576		CONNECTOR REPLACEMENT	138.60
			323666		ANTENNA REPLACEMENT	227.02
					Total :	365.62
152896	1/30/2013	0003582 DAY, DAVID	4545		MOORAGE REFUND	51.50
					Total :	51.50
152897	1/30/2013	0000247 DIAMOND RENTALS	1-507864		GRINDER RENTAL	195.66

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152897	1/30/2013	0000247 0000247 DIAMOND RENTALS	(Continued)		Total :	195.66
152898	1/30/2013	0007018 DRAPER, DAVID	3361		MOORAGE REFUND	179.01
					Total :	179.01
152899	1/30/2013	0005840 DUDLEY, SCOTT	TRAVEL ADVANCE		TRAVEL ADVANCE	127.50
					Total :	127.50
152900	1/30/2013	0000175 DUNN-TERRY, ROXANN	EXP REIMB		EXP REIMB	2,980.60
					Total :	2,980.60
152901	1/30/2013	0000257 DUTCH MAID CLEANERS	013113		JAN 2013/LAUNDRY SERVICES	484.46
					Total :	484.46
152902	1/30/2013	0000967 ECOLOGY, WASHINGTON STATE DEPT	2013-WA0020567		WASTEWATER PERMIT	10,299.96
			2013-WAR045554		STORMWATER PERMIT	3,006.57
					Total :	13,306.53
152903	1/30/2013	0000273 EDGE ANALYTICAL, INC	13-00466		TESTING SERVICES	18.00
			13-00856		TESTING SERVICES	260.00
					Total :	278.00
152904	1/30/2013	0000278 EMERALD SERVICES, INC	I201143		OIL RECYCLING	371.00
			I201780		OIL RECYCLING	45.00
					Total :	416.00
152905	1/30/2013	0000279 EMPLOYMENT SECURITY, WASHINGTC	945052-10 7		4TH QTR 2012/UNEMPLOYMENT	1,305.94
					Total :	1,305.94
152906	1/30/2013	0000251 ENTERPRISE SERVICES, WASHINGTOI	I180580		DEC 2012/TECHNOLOGY BROKERI	37,695.31
					Total :	37,695.31
152907	1/30/2013	0005422 ENVIRONMENTAL RESOURCE ASSOC	673212		SOLIDS/MICROBES/PH/DEMAND/NI	505.02
					Total :	505.02
152908	1/30/2013	0006999 ERDMANN, TOM	4658		MOORAGE REFUND	183.07
					Total :	183.07

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152909	1/30/2013	0002900 FASTENAL	WAOAK13241		CLAMP	3.05
					Total :	**3.05**
152910	1/30/2013	0007017 FENSTERMACHER, KAREN	3630		MOORAGE REFUND	192.40
					Total :	**192.40**
152911	1/30/2013	0000309 FERGUSON, LARRY	010713		DEC 2012/WELLNESS INCENTIVE	20.00
					Total :	**20.00**
152912	1/30/2013	0006991 FIKSE, JOSH	010713		DEC 2012/WELLNESS INCENTIVE	20.00
					Total :	**20.00**
152913	1/30/2013	0006998 FINE, JOHN	4468		MOORAGE REFUND	252.13
					Total :	**252.13**
152914	1/30/2013	0000954 FIRE CHIEFS, WASHINGTON STATE AS	09-5715		REGISTRATION/BAER	550.00
					Total :	**550.00**
152915	1/30/2013	0000355 FRONTIER	007-9244		CURRENT PHONE CHARGES	282.32
			240-0614		CURRENT PHONE CHARGES	93.37
			240-2350		CURRENT PHONE CHARGES	1,120.37
			279-0841		CURRENT PHONE CHARGES	71.20
			279-1060		CURRENT PHONE CHARGES	53.78
			675-1568		CURRENT PHONE CHARGES	202.44
			675-1572		CURRENT PHONE CHARGES	58.80
			675-1669		CURRENT PHONE CHARGES	58.94
			675-2111		CURRENT PHONE CHARGES	59.23
			675-3121		CURRENT PHONE CHARGES	53.47
			675-5190		CURRENT PHONE CHARGES	35.51
			675-6794		CURRENT PHONE CHARGES	54.58
			675-6858		CURRENT PHONE CHARGES	53.47
			679-0500		CURRENT PHONE CHARGES	58.44
			679-1640		CURRENT PHONE CHARGES	53.64
			679-1651		CURRENT PHONE CHARGES	58.80
			679-1789		CURRENT PHONE CHARGES	53.64
			679-2530		CURRENT PHONE CHARGES	53.61
			679-2628		CURRENT PHONE CHARGES	317.86

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152915	1/30/2013	0000355 FRONTIER	(Continued)			
			679-3013		CURRENT PHONE CHARGES	53.47
			679-3321		CURRENT PHONE CHARGES	45.14
			679-3541		CURRENT PHONE CHARGES	50.61
			679-3902		CURRENT PHONE CHARGES	60.91
			679-4091		CURRENT PHONE CHARGES	91.14
			679-4150		CURRENT PHONE CHARGES	49.79
			679-4541		CURRENT PHONE CHARGES	106.94
			679-5551		CURRENT PHONE CHARGES	182.49
			679-6391		CURRENT PHONE CHARGES	45.14
			679-8477		CURRENT PHONE CHARGES	77.59
			679-8702		CURRENT PHONE CHARGES	66.42
			770-2694		CURRENT PHONE CHARGES	40.11
			770-2715		CURRENT PHONE CHARGES	31.50
					Total :	**3,694.72**
152916	1/30/2013	0000326 FRONTIER BUILDING SUPPLY	73098		PLANK	72.92
					Total :	**72.92**
152917	1/30/2013	0006997 GEBHARDT, TIM	4689		MOORAGE REFUND	256.29
					Total :	**256.29**
152918	1/30/2013	0002016 GEYER, ERIC F	4045		MOORAGE REFUND	27.53
					Total :	**27.53**
152919	1/30/2013	0000340 GIFFORD, KATHY	010713		DEC 2012/WELLNESS INCENTIVE	20.00
					Total :	**20.00**
152920	1/30/2013	0004784 GLUTH, BRAD	TRAVEL ADVANCE		TRAVEL ADVANCE	88.50
					Total :	**88.50**
152921	1/30/2013	0007016 GORE, WANDA	4902		MOORAGE REFUND	26.74
					Total :	**26.74**
152922	1/30/2013	0000349 GRAINGER	9034131962		GREASE	406.98
			9036428853		CALIBRATION WEIGHT	17.18
			9036558931		LABELS	39.98

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
152922	1/30/2013	0000349	0000349 GRAINGER	(Continued)			
						Total :	464.14
152923	1/30/2013	0002940	GRAY & OSBORNE, INC	13404.00-1		DEC 2012/PROF SVC/WATER SYST	543.86
						Total :	543.86
152924	1/30/2013	0000345	GREATER OAK HBR CHAMBER OF COI	030128		JAN 2013/TOURIST INFORMATION I	6,000.00
						Total :	6,000.00
152925	1/30/2013	0004974	GREEN LIGHT SOLUTIONS	8208		MAINTENANCE & INSPECTIONS	1,160.00
						Total :	1,160.00
152926	1/30/2013	0006990	GRUBB, GARY	010713		DEC 2012/WELLNESS INCENTIVE	20.00
						Total :	20.00
152927	1/30/2013	0002747	GUARDIAN SECURITY	400525		ALARM MONITORING	57.00
						Total :	57.00
152928	1/30/2013	0007015	HACKETT, JAMES	4263		MOORAGE REFUND	66.10
						Total :	66.10
152929	1/30/2013	0000323	HD FOWLER COMPANY	I3292959		PIPE	299.35
						Total :	299.35
152930	1/30/2013	0004707	HD SUPPLY FACILITIES MAINT	9119817295		ELBOW	44.52
				9119932921		COUPLER/OIL	100.80
						Total :	145.32
152931	1/30/2013	0000380	HEALTH, WASHINGTON STATE DEPT O	N01086		SURVEY FEE	1,836.00
						Total :	1,836.00
152932	1/30/2013	0006987	HEARTLAND SERVICES, INC	HSI0308812		TOUCH SCREEN PANEL KIT/CABLE	723.43
						Total :	723.43
152933	1/30/2013	0006629	HIZON, TARA	TRAVEL ADVANCE		TRAVEL ADVANCE	127.50
						Total :	127.50
152934	1/30/2013	0003095	HOME DEPOT CREDIT SERVICES	1043394		CONDUIT/STRAP/ELLS/SCREWS/C	149.70
				1095192		CONN/BLKPIP/CONDUIT	-43.93

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152934	1/30/2013	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			1095193		PIPE/CONNECTOR/CONDUIT	44.75
			1561076		PULLGRIP/CONNECTOR/BOX/CABL	21.85
			43474		15M SW TMR	19.54
			5026050		HOSEEND TIMER	34.78
			9025186		BATTERIES/VAC ACC/PAPER FILTEI	40.13
					Total :	**266.82**
152935	1/30/2013	0006520 HOPKINS, CAMERON	010713		DEC 2012/WELLNESS INCENTIVE	20.00
					Total :	**20.00**
152936	1/30/2013	0000627 HSBC BUSINESS SOLUTIONS	136725355211		SUPPLIES	1,284.54
					Total :	**1,284.54**
152937	1/30/2013	0000392 HUBBARD, SCOTT	010713		DEC 2012/WELLNESS INCENTIVE	20.00
					Total :	**20.00**
152938	1/30/2013	0000396 I-COM	13-UF-07		1ST QTR 2013/USER FEES	7,882.19
			13-UF-08		1ST QTR 2013/USER FEES	87,285.55
					Total :	**95,167.74**
152939	1/30/2013	0005872 IMPAIRED DRIVING IMPACT PANEL	011813		JAN 2013/DUI UNDERAGE DRINKIN	166.67
					Total :	**166.67**
152940	1/30/2013	0000417 INDUSTRIAL BOLT & SUPPLY	526361-1		DRILL BITS/NUTS/CONNECTORS/H	210.25
			527321-1		ELBOWS/SNAPS/TERMS	294.16
					Total :	**504.41**
152941	1/30/2013	0005923 INTERIOR TECHNOLOGY, INC	010813		BUSINESS LICENSE OVERPAYMEN	75.00
					Total :	**75.00**
152942	1/30/2013	0007030 INVARION, INC	91039		SINGLE USER PACKAGE	995.00
					Total :	**995.00**
152943	1/30/2013	0004410 ISLAND COUNTY PUBLIC HEALTH	1128		HEPATITIS IMMUNIZATIONS	60.00
					Total :	**60.00**
152944	1/30/2013	0000411 ISLAND COUNTY TREASURER	18		4TH QTR 2012/MUNICIPAL COURT I	4,300.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152944	1/30/2013	0000411 0000411 ISLAND COUNTY TREASURER	(Continued)		Total :	4,300.00
152945	1/30/2013	0000415 ISLAND DISPOSAL	010313		DEC 2012/COLLECTION CHARGES	12,322.35
			3085565		DEC 2012/RECYCLING	41.00
					Total :	12,363.35
152946	1/30/2013	0000433 ISLAND DRUG	010513		2012/INMATE MEDS	25.54
					Total :	25.54
152947	1/30/2013	0002273 JOHN E REID & ASSOCIATES, INC	138043		REGISTRATION/ESPARZA	420.00
					Total :	420.00
152948	1/30/2013	0007014 JOHNSON, CRISTOPHER	4511		MOORAGE REFUND	81.69
					Total :	81.69
152949	1/30/2013	0006362 KBA, INC	3000948		DEC 2012/PROF SVC/GUN CLUB R(	2,390.88
					Total :	2,390.88
152950	1/30/2013	0001875 KENNEDY, LEONARD	4121		MOORAGE REFUND	109.83
					Total :	109.83
152951	1/30/2013	0000476 KERR, JACK	01-13		JAN 2013/PUBLIC DEFENSE SCREI	1,400.00
					Total :	1,400.00
152952	1/30/2013	0007001 KLAUER, MICHAEL	4615		MOORAGE REFUND	30.67
					Total :	30.67
152953	1/30/2013	0000494 LAKESIDE INDUSTRIES	5031192MB		ASPHALT	743.57
					Total :	743.57
152954	1/30/2013	0000979 LES SCHWAB	41400040585		TIRES	522.98
					Total :	522.98
152955	1/30/2013	0000515 LOGGERS & CONTRACTORS, INC	00057725		HOSE	100.78
					Total :	100.78
152956	1/30/2013	0000522 LUEHR, TOM	1		DRIVING SERVICES	42.00
			1		DRIVING SERVICES	96.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152956	1/30/2013	0000522 0000522 LUEHR, TOM	(Continued)		Total :	138.00
152957	1/30/2013	0000530 MAILLIARD'S LANDING NURSERY	66925		YARD WASTE	77.35
			66928		YARD WASTE	67.35
			66934		YARD WASTE	50.51
					Total :	195.21
152958	1/30/2013	0000660 MARKET PLACE FOOD & DRUG	199145		GROCERIES	172.22
			545904		GROCERIES	421.90
			828400		GROCERIES	313.36
					Total :	907.48
152959	1/30/2013	0003571 MARKLEY, ANDY	4589		MOORAGE REFUND	177.16
					Total :	177.16
152960	1/30/2013	0000362 MARSH-MCBIRNEY - HACH COMPANY	8097652		CHLORINE/REAGENT/SAMPLE CEL	351.73
					Total :	351.73
152961	1/30/2013	0006072 MASTER'S TOUCH, LLC	J122023		UTILITY BILLS	1,369.62
					Total :	1,369.62
152962	1/30/2013	0006996 MCDANIEL, SUE	4400		MOORAGE REFUND	133.21
					Total :	133.21
152963	1/30/2013	0006028 MCI COMM SERVICE	679-3902		LONG DISTANCE	34.42
					Total :	34.42
152964	1/30/2013	0007026 MERCO, INC	75632		HOOP/PLATE	367.76
					Total :	367.76
152965	1/30/2013	0000561 MERRIMAN, DOUGLAS	TRAVEL ADVANCE		TRAVEL ADVANCE	127.50
					Total :	127.50
152966	1/30/2013	0004818 MICHAEL BOBBINK LAND USE SRVCS	011313		JAN 2013/HEARING EXAMINER SEF	1,500.00
					Total :	1,500.00
152967	1/30/2013	0000565 MICROFLEX, INC	00020997		2013 DATA CONVERSION FEE	300.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152967	1/30/2013	0000565 0000565 MICROFLEX, INC	(Continued)		Total :	300.00
152968	1/30/2013	0005445 MONTOYA, MATTHEW J	87		JAN 2013/PUBLIC DEFENSE	5,500.00
					Total :	5,500.00
152969	1/30/2013	0006992 MOON, ANDREW	010713		DEC 2012/WELLNESS INCENTIVE	20.00
					Total :	20.00
152970	1/30/2013	0000608 NC MACHINERY COMPANY	MVCS0220089		TUBE	50.72
					Total :	50.72
152971	1/30/2013	0003194 NELSON, PETER	5686		MOORAGE REFUND	106.64
					Total :	106.64
152972	1/30/2013	0000621 NIIRO, CEDRIC	010713		DEC 2012/WELLNESS INCENTIVE	20.00
					Total :	20.00
152973	1/30/2013	0007013 NORDINE, ROY	2633		MOORAGE REFUND	282.10
					Total :	282.10
152974	1/30/2013	0000628 NORMED	55202-645426		RESUS BAGS/FACEMASKS/OXYGE	390.67
					Total :	390.67
152975	1/30/2013	0000640 NORTHWEST BIOSOLIDS MGMT ASSO(	1152013001		MEMBERSHIP RENEWAL	176.00
					Total :	176.00
152976	1/30/2013	0005925 NORTHWEST ENERGY EFFICIANCY	010813		CERTIFICATION RENEWALS	55.00
			7004		WEBINAR	200.00
					Total :	255.00
152977	1/30/2013	0004424 NORTHWEST LEADERSHIP SEMINAR	1802		REGISTRATION/BAER/BUXTON	550.00
					Total :	550.00
152978	1/30/2013	0000649 NORTHWEST PLAYGROUND EQUIPME	35203		PLAYGROUND EQUIPMENT	1,186.68
					Total :	1,186.68
152979	1/30/2013	0006855 NORTHWEST YACHTING MAGAZINE	43457		ADVERTISING	432.00
					Total :	432.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152980	1/30/2013	0000672 OAK HARBOR ACE	215467		DOOR HOLDER/FASTENERS	12.50
			215468		FLOOR WAX	18.47
			215480		BLADE/MARKER	3.24
			215553		BRUSH/GRIND	18.46
			215576		FLOOR FINISH	26.08
			215630		WATER TIMER ELEC DRIP SYS	31.51
			215637		FASTENERS/NUTS	20.64
			215856		PIPE	8.14
			215866		BUCKLES/FASTENERS	12.00
			215890		BRUSH/BATTERIES/NIPPLE	23.66
			215901		CLAMP	0.75
			215902		CLAMP	0.75
			215952		COUPLE	5.97
			216033		FREIGHT	16.76
			216059		SWITCH	32.60
			216070		TIMER	31.51
			216102		FASTENERS/ACETONE/TAPE/SQUE	71.38
			216103		FILM	31.51
			216112		DRILL BIT/FASTENERS	186.65
			216173		DRILL BIT/FASTENERS	6.37
			216181		FREIGHT	19.18
			216284		PLUG	1.08
			216286		PLUG	-0.54
			216309		SEALANT/SANDPAPER	18.41
			216313		PUTTY/FASTENERS	5.75
			216340		MASKING TAPE/PAINTBRUSHES	41.20
			216344		MIRROR/LUBE	2.13
			216365		PIPE/UNION/ELBOW	75.16
			216370		TAPE/BLADE	24.21
			216380		PHOTOCELL	19.54
			216410		FASTENERS	8.74
			216411		COUPLE/GLUE	27.14
			216423		VALVE	24.99
			216424		ELBOW/BUSHING/CROSS	18.85
			216433		TAPE/CONTAINER/CORD/PAINTBRU	117.08
			216458		FASTENERS	-7.15
			216469		KNIVES	30.40

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152980	1/30/2013	0000672 0000672 OAK HARBOR ACE	(Continued)		Total :	985.12
152981	1/30/2013	0000668 OAK HARBOR AUTO CENTER	001-154034		SEAL	5.42
			001-154036		BUCKET	95.75
			001-154073		FILTERS	61.81
			001-154121		AMP	39.20
			001-154128		FILTERS	4.40
			001-154307		FILTERS	25.56
			001-154439		LAMP	10.44
			001-154467		LAMP	9.47
			001-154477		FILTERS	4.08
			001-154728		SOCKET	36.01
			001-154730		FILTERS	64.97
			001-154782		LAMP	5.12
			001-154842		FILTERS	16.47
			001-154880		FUNNEL KIT	33.06
			001-154981		FILTERS	4.46
			001-154992		BR MST CYL	82.31
			001-155029		FILTERS	13.33
			001-155310		MASTER CYL	8.06
			001-155321		RELAY	10.28
			001-155352		GASKETS	50.34
			001-155358		LAMP	5.29
			001-155360		STARTING FLUID	5.24
			001-155379		TRAILER HITCH	302.90
			001-155398		MINI LAMP	7.08
			001-155475		COOLANT	7.81
			001-155479		BRSTL	77.75
			001-155546		FILTERS	39.22
			001-155550		MST CYL	82.31
			001-155633		SKIRT KIT/WINCH MOUNT	768.52
			001-155685		FILTERS	13.69
					Total :	1,890.35
152982	1/30/2013	0000681 OAK HARBOR SCHOOL DISTRICT	0000120344		STADIUM MAINTENANCE	3,000.00
			0000120408		JAN 2013/COMPUTER NETWORK S	6,708.33

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152982	1/30/2013	0000681 0000681 OAK HARBOR SCHOOL DISTRICT (Continued)			Total :	9,708.33
152983	1/30/2013	0003007 OFFICE DEPOT	641379842001		FILES/PLANNERS	61.66
					Total :	61.66
152984	1/30/2013	0000665 OFFICEMAX, INC	968992		TONER	110.70
					Total :	110.70
152985	1/30/2013	0007027 ORSWELL EVENTS, LLC	2013011		PERFORMANCE FEE	1,000.00
					Total :	1,000.00
152986	1/30/2013	0003101 OSWALT, CURTIS	4558		MOORAGE REFUND	10.05
					Total :	10.05
152987	1/30/2013	0000089 OWEN EQUIPMENT COMPANY	00066639		GASKETS	68.14
					Total :	68.14
152988	1/30/2013	0000698 P & L GENERAL CONTRACTORS	2788		TRAILER RENTAL	217.40
					Total :	217.40
152989	1/30/2013	0005867 PACIFIC POWER BATTERIES	16068618		BATTERIES	86.26
					Total :	86.26
152990	1/30/2013	0002985 PACIFIC TIRE CO. INC	0063039		TIRES	36.25
			0063094		TIRES	725.74
			0063350		TIRES	131.46
					Total :	893.45
152991	1/30/2013	0000696 PAGGAO, DANNY	TRAVEL ADVANCE		TRAVEL ADVANCE	127.50
					Total :	127.50
152992	1/30/2013	0005783 PARTSMASTER	20642215		LIGHT	83.50
					Total :	83.50
152993	1/30/2013	0007000 PELROY, PAUL	4634		MOORAGE REFUND	171.07
					Total :	171.07
152994	1/30/2013	0004041 PETERSCHMIDT, ARNOLD	TRAVEL ADVANCE		TRAVEL ADVANCE	88.50

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
152994	1/30/2013	0004041	0004041 PETERSCHMIDT, ARNOLD	(Continued)			
						Total :	88.50
152995	1/30/2013	0000710	PLATT ELECTRIC SUPPLY, INC	3016980		NEMA FVNR	939.17
						Total :	939.17
152996	1/30/2013	0000730	POWELL, JANIS	1		DRIVING SERVICES	96.00
						Total :	96.00
152997	1/30/2013	0004622	POWERS-RANG, LISA	010713		DEC 2012/WELLNESS INCENTIVE	20.00
						Total :	20.00
152998	1/30/2013	0006866	PROTHMAN	2012-3716		CITY CLERK SERVICES	2,407.11
						Total :	2,407.11
152999	1/30/2013	0003943	PUBLIC AGENCY TRAINING COUNCIL	161150		REGISTRATION/GARDNER	295.00
						Total :	295.00
153000	1/30/2013	0000746	PUGET SAFETY EQUIPMENT	0009715-IN		RATCHET	34.67
				0009771-IN		HEADGEAR/VISOR	54.12
						Total :	88.79
153001	1/30/2013	0000743	PUGET SOUND ENERGY	0349160002		ELECTRICITY/WELL #7	12.24
				0682202007		2012/ELECTRICITY/SW ERIE ST SW	158.34
				0889461000		2012/ELECTRICITY/SEWAGE LAGO	5,051.48
				0908850001		2012/ELECTRICITY/285 SE JEROME	12.51
				0948350004		2012/ELECTRICITY/KTICHEN E SID	10.62
				1055170003		2012/ELECTRICITY/STREET LIGHTS	12,107.50
				1149160002		2012/ELECTRICITY/POLICE STATIO	1,725.58
				1306440155		2012/ELECTRICITY/180 PIT ROAD	59.60
				1306440387		2012/ELECTRICITY/SR 20 & SW 24	275.49
				1306444926		2012/ELECTRICITY/34777 STATE R(	120.37
				1306445121		2012/ELECTRICITY/CITY BEACH PA	138.49
				1306447796		2012/ELECTRICITY/2000 SW SCENI	23.47
				1306449073		2012/ELECTRICITY/1780 SW SPRIN	10.27
				1306449248		2012/ELECTRICITY/3285 SW SCENI	112.18
				2069491005		2012/ELECTRICITY/1577 NW 8TH A'	9.66
				2117261004		2012/ELECTRICITY/CITY BEACH PA	377.98
				2149541001		2012/ELECTRICITY/945 E WHIDBEY	35.28

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153001	1/30/2013	0000743 PUGET SOUND ENERGY	(Continued)			
			2438649366		2012/ELECTRICITY/NW CROSBY AV	130.28
			2668731009		2012/ELECTRICITY/SENIOR CENTE	1,593.53
			2728350006		2012/ELECTRICITY/ANNEX	21.04
			2972721001		2012/ELECTRICITY/2081 NE 9TH AV	12.80
			3004881003		2012/ELECTRICITY/HELLER RD ANI	69.46
			3069491003		2012/ELECTRICITY/1678 SW 8TH AV	9.66
			3223642657		2012/ELECTRICITY/SAB 4993 SR 20	369.48
			3415305956		2012/ELECTRICITY/626 CHRISTIAN	44.32
			3460950003		2012/ELECTRICITY/MIDWAY & SE 8	255.55
			3997850007		2012/ELECTRICITY/SEWAGE LIFT F	9.85
			4249160005		2012/ELECTRICITY/LIFT STATION E	130.87
			4763991009		2012/ELECTRICITY/SMITH PARK	9.66
			5039160006		2012/ELECTRICITY/1137 NW KATHL	32.16
			5145502000		2012/ELECTRICITY/90 SE PIONEER	117.88
			5315850007		2012/ELECTRICITY/700 AV W & MID	361.31
			5410100654		2012/ELECTRICITY/1957 FORT NUG	175.22
			5462650002		2012/ELECTRICITY/HELLER RD TEI	566.37
			5839160008		2012/ELECTRICITY/DISPOSAL PLAI	4,105.81
			5848181003		2012/ELECTRICITY/FIDALGO & HAT	25.80
			6012561814		2012/ELECTRICITY/3300 OLD GOLD	88.85
			6012568561		2012/ELECTRICITY/SWANTOWN RO	185.84
			6160160005		2012/ELECTRICITY/1285 NE TAFTS	34.05
			6240913613		2012/ELECTRICITY/2075 SW FT	376.07
			6258350005		2012/ELECTRICITY/TRAILER PK S E	24.47
			6768202001		2012/ELECTRICITY/1501 S BEEKSM	191.42
			6847901524		2012/ELECTRICITY/PARKS	57.38
			6847904155		2012/ELECTRICITY/1948 NW CROS	108.08
			6847904528		2012/ELECTRICITY/1661 NE 16TH A	24.30
			6847906499		2012/ELECTRICITY/MIDWAY AVENU	602.40
			6847906598		2012/ELECTRICITY/651 NE BAYSHO	107.62
			6847908149		2012/ELECTRICITY/CITY BEACH PA	9.66
			6847908198		2012/ELECTRICITY/SE PIONEER W	333.39
			6847908362		2012/ELECTRICITY/1300 NE BIG BE	9.66
			6847909006		2012/ELECTRICITY/SE PIONEER W	248.87
			6847909394		2012/ELECTRICITY/MIDWAY & SE 4	400.66
			6847909501		2012/ELECTRICITY/SE PIONEER W	134.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153001	1/30/2013	0000743 PUGET SOUND ENERGY	(Continued)			
			6902550000		2012/ELECTRICITY/MCCROHAN & E	68.78
			6969160008		2012/ELECTRICITY/PUMP STA AULT	590.70
			7195081000		2012/ELECTRICITY/600 NE 7TH AVE	128.01
			7258350003		2012/ELECTRICITY/CITY BCH COMI	210.91
			7479771003		2012/ELECTRICITY/552 NW CLIPPE	9.66
			7647999403		2012/ELECTRICITY/SE CITY BEACH	20.04
			7848350000		2012/ELECTRICITY/75 SE JEROME	9.66
			7944581003		2012/ELECTRICITY/5941 STATE RO	14.23
			8191791048		2012/ELECTRICITY/ADULT CARE CI	34.72
			8258350001		2012/ELECTRICITY/RESTROOM KIT	9.66
			8291970286		2012/ELECTRICITY/2330 SW ROSA	36.15
			8382791005		2012/ELECTRICITY/FABER ST & HA	9.66
			8549402009		2012/ELECTRICITY/2075 SW FT	9.66
			8848350008		2012/ELECTRICITY/CITY BCH PARK	9.66
			8922751006		2012/ELECTRICITY/128 E WHIDBEY	9.66
			8926771000		2012/ELECTRICITY/PIONEER PARK	19.91
			9045851004		2012/ELECTRICITY/1370 SE DOCK	62.93
			9049160006		2012/ELECTRICITY/CITY HALL	1,076.31
			9142061002		2012/ELECTRICITY/SR 20 & 650 AV	1,414.51
			9173951006		2012/ELECTRICITY/287 SE CABOT I	79.60
			9249160004		ELECTRICITY/WELL #6	12.24
			9269160009		2012/ELECTRICITYMARINA	4,115.65
			9374761006		2012/ELECTRICITY/TREATMENT PL	3,474.79
			9406881004		2012/ELECTRICITY/CITY SHOP	2,868.05
			9640160009		2012/ELECTRICITY/VALVE PIT E SI	20.01
			9816271002		2012/ELECTRICITY/FIRE STATION	1,250.95
			9848350006		2012/ELECTRICITY/BATHOUSE EAS	12.70
					Total :	**46,797.64**
153002	1/30/2013	0002997 QUINTON DESIGN & ELECTRICAL	2182		HEATER REPLACEMENT	755.47
					Total :	**755.47**
153003	1/30/2013	0000753 RADIOSHACK	029314		USB PORTS	43.46
					Total :	**43.46**
153004	1/30/2013	0000754 RAINBOW METALS	10708		BRONZE PLAQUE	153.68

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153004	1/30/2013	0000754 0000754 RAINBOW METALS	(Continued)		Total :	153.68
153005	1/30/2013	0007006 RESLEFF, DARLY	4796		MOORAGE REFUND	206.30
					Total :	206.30
153006	1/30/2013	0002508 RINEY PRODUCTION SERVICES	10-905		TAPING SERVICES	1,000.00
					Total :	1,000.00
153007	1/30/2013	0007012 RUNDSTROM, BERNHARD	5386		MOORAGE REFUND	183.33
					Total :	183.33
153008	1/30/2013	0006986 SAN DIEGO POLICE EQUIPMENT INC	605054		CONV KIT GLOC/MASK/PROTECTO	2,288.24
					Total :	2,288.24
153009	1/30/2013	0007011 SCHMAKEIT, PAUL	5126		MOORAGE REFUND	156.78
					Total :	156.78
153010	1/30/2013	0007010 SCHROFF, CLAY	2561		MOORAGE REFUND	117.88
					Total :	117.88
153011	1/30/2013	0005967 SEATTLE AUTOMOTIVE DIST	06-792510		BELT	30.71
			06-793161		RESISTOR	30.99
					Total :	61.70
153012	1/30/2013	0004415 SEATTLE PUMP	13-0065		SKID/HOSE	2,279.39
					Total :	2,279.39
153013	1/30/2013	0004980 SECRETARY OF STATE	011813		TRADEMARK RENEWAL	50.00
					Total :	50.00
153014	1/30/2013	0000809 SENIOR SERVICES OF ISLAND	OH12-2012		DEC 2012/SENIOR SERVICES	1,500.00
					Total :	1,500.00
153015	1/30/2013	0007029 SERVATIUS, JOEL	TRAVEL ADVANCE		TRAVEL ADVANCE	127.50
					Total :	127.50
153016	1/30/2013	0000719 SEVERNS, RHONDA	010713		DEC 2012/WELLNESS INCENTIVE	20.00
			EXP REIMB		EXP REIMB	224.53

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153016	1/30/2013	0000719 0000719 SEVERNS, RHONDA	(Continued)		Total :	244.53
153017	1/30/2013	0007009 SHANHSTZER, DONALD	5133		MOORAGE REFUND	68.78
					Total :	68.78
153018	1/30/2013	0003782 SHARP ELECTRONICS CORPORATION	C765241-701		DEC 2012/MAINTENANCE CONTRA	7.10
					Total :	7.10
153019	1/30/2013	0000816 SHELL FLEET PLUS	065163545301		2012/FUEL	19.01
					Total :	19.01
153020	1/30/2013	0000817 SHELLEY, TIM	010713		DEC 2012/WELLNESS INCENTIVE	20.00
					Total :	20.00
153021	1/30/2013	0000831 SIX ROBBLEES', INC	14-262667		JACK TOPWIND	43.73
			14-262675		NON CHLORINATED BRAKE/TUB/RI	149.48
			14-262813		COMBINATION/KIT/BRAKET	548.15
					Total :	741.36
153022	1/30/2013	0000814 SKAGIT FARMERS SUPPLY	310989		FENCE POST	14.12
			312973		PROPANE	52.64
			315900		PROPANE	57.99
					Total :	124.75
153023	1/30/2013	0006605 SKAGIT POWDER COATING, INC	10525		DRINKING FOUNTAINS	350.00
					Total :	350.00
153024	1/30/2013	0000876 SKAGIT VALLEY COLLEGE	22764		3RD QTR 2012/BUILDING OPERATI	16,352.32
					Total :	16,352.32
153025	1/30/2013	0007005 SMITH, ELDEN	2553		MOORAGE REFUND	582.55
					Total :	582.55
153026	1/30/2013	0006989 SOMMERVOLD, ANITA	1		MEMBERSHIP REFUND	30.00
					Total :	30.00
153027	1/30/2013	0000846 SOUND PUBLISHING	724916		HEARING	99.68
			724917		COMP PLAN	155.75

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
153027	1/30/2013	0000846	SOUND PUBLISHING	(Continued)			
				726230		ORD 1650	62.30
				730175		ORD 1651	62.30
				730183		PUBLIC HEARING	49.84
						Total :	**429.87**
153028	1/30/2013	0000851	SPRINT	414568819-062		DEC 2012/LAPTOPS	508.09
						Total :	**508.09**
153029	1/30/2013	0000851	SPRINT	182311697		LONG DISTANCE	5.68
						Total :	**5.68**
153030	1/30/2013	0000860	STANDARD INSURANCE COMPANY	012113		LIFE/POCFF	320.63
						Total :	**320.63**
153031	1/30/2013	0003883	STAPLES BUSINESS ADVANTAGE	3190182107		PLANNER/BAGS/PENS/FOLDERS/P	133.90
				3190182108		CLIPBOARD/CERTIFICATES/LETTEI	24.69
				3190182112		SANITIZER	25.11
						Total :	**183.70**
153032	1/30/2013	0000856	STATE AUDITOR'S OFFICE	L96392		2012 AUDIT SERVICES FOR 2011	2,977.00
						Total :	**2,977.00**
153033	1/30/2013	0007004	STEFFANO, LOUIS	4805		MOORAGE REFUND	131.58
						Total :	**131.58**
153034	1/30/2013	0003749	STUMP, PATRICK L	1		DRIVING SERVICES	138.00
				1		DRIVING SERVICES	66.00
						Total :	**204.00**
153035	1/30/2013	0000874	SURETY PEST CONTROL	348412		PEST EXTERMINATION	59.79
				348646		PEST EXTERMINATION	43.48
						Total :	**103.27**
153036	1/30/2013	0006730	SWINOMISH INDIAN TRIBAL	011513		NOV 2012/OAK HARBOR SITE SER\	66,594.49
						Total :	**66,594.49**
153037	1/30/2013	0007008	TACKETT, RICAHRD	4489		MOORAGE REFUND	255.79

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153037	1/30/2013	0007008 0007008 TACKETT, RICAHRD	(Continued)		Total :	255.79
153038	1/30/2013	0007007 TAYLOR, RACHEL	5491		MOORAGE REFUND	19.06
					Total :	19.06
153039	1/30/2013	0007028 TIGER SUPPLIES, INC	0095804-IN		MASTERFILE	2,580.00
					Total :	2,580.00
153040	1/30/2013	0005798 TREMPER, FRANK	4790		MOORAGE REFUND	165.95
					Total :	165.95
153041	1/30/2013	0000287 TYLER TECHNOLOGIES, INC	045-79967		2013/SOFTWARE MAINTENANCE	55,194.24
					Total :	55,194.24
153042	1/30/2013	0001720 UNDESSER, DOUG	3386		MOORAGE REFUND	13.33
					Total :	13.33
153043	1/30/2013	0000923 UNITED PARCEL SERVICE	0000A0182W013		SHIPPING	88.55
			0000A0182W023		SHIPPING	1.09
					Total :	89.64
153044	1/30/2013	0000922 UNUM LIFE INSURANCE COMPANY	011813		LONG TERM CARE	142.20
					Total :	142.20
153045	1/30/2013	0004903 US BANK	4485591000304067		CREDIT CARD PURCHASES	2,892.57
					Total :	2,892.57
153046	1/30/2013	0000926 USABLUEBOOK	850805		WRENCH SET	281.42
			851601		ACCESSORY KIT	102.45
			857560		GRIP/FLOAT	302.07
			857974		BEND	235.77
					Total :	921.71
153047	1/30/2013	0005887 USATF PACIFIC NORTHWEST	012313		MARATHON SANCTIONING	610.00
					Total :	610.00
153048	1/30/2013	0005223 VELASQUEZ, PETE	010713		DEC 2012/WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153048	1/30/2013	0005223 0005223 VELASQUEZ, PETE	(Continued)		Total :	20.00
153049	1/30/2013	0006137 VILLAREAL, GILBERT	4373		MOORAGE REFUND	240.12
					Total :	240.12
153050	1/30/2013	0001052 WASHINGTON STATE PATROL	I13004871		BACKGROUND CHECKS	742.50
					Total :	742.50
153051	1/30/2013	0002032 WASHINGTON WASTEWATER PERSON	010913		MEMBERSHIP RENEWALS	135.00
					Total :	135.00
153052	1/30/2013	0007003 WEBBER, DAVID	4004		MOORAGE REFUND	158.03
					Total :	158.03
153053	1/30/2013	0001039 WESTERN PETERBILT, INC	PP1084		SENSOR	179.59
			S775212		BOARD ASSY	1,019.60
			S775311		CENTER ELECTRICAL BUSSE	352.83
					Total :	1,552.02
153054	1/30/2013	0006267 WESTERN REFUSE & RECYCLING	130042		ROLLER	369.81
					Total :	369.81
153055	1/30/2013	0001000 WHIDBEY AUTO PARTS, INC.	162782		TRI-POWER IND V-	355.35
			163726		WAX	6.40
			164025		VALVE	18.47
			164382		PLUG	6.51
					Total :	386.73
153056	1/30/2013	0001007 WHIDBEY CLEANERS	233748		EMBROIDERY	33.59
					Total :	33.59
153057	1/30/2013	0001017 WHIDBEY PRINTERS	45945		BUSINESS CARDS/ESPARZA	54.08
			45961		BUSINESS LICENSES	230.93
			45977		BUSINESS CARDS/NIIRO	54.08
					Total :	339.09
153058	1/30/2013	0001010 WHIDBEY TELECOM	3523459		JAN 2013/NET CHARGES	41.45

88

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153058	1/30/2013	0001010 0001010 WHIDBEY TELECOM	(Continued)			
					Total :	**41.45**
153059	1/30/2013	0007002 WILLMETT, GARY	4699		MOORAGE REFUND	240.12
					Total :	**240.12**
153060	1/30/2013	0001067 ZEP SALES & SERVICE	9000056636		ZEP 40 AERO DZ	192.42
					Total :	**192.42**
219	**Vouchers for bank code :**	bank			**Bank total :**	**696,696.22**
219	**Vouchers in this report**				**Total vouchers :**	**696,696.22**

City of Oak Harbor
City Council Agenda Bill

Bill No. AB-5
Date: February 5, 2013
Subject: Amendments to Title 6 OHMC – Firearms in Public Places – Introduction and Consideration

FROM: Scott Dudley, Mayor
Edgar J. Green, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:
Larry E Cort, Interim City Administrator
Doug Merriman, Finance Director
Grant Weed, Interim City Attorney, as to form

PURPOSE:

The purpose of this agenda bill is to request the City Council to introduce and consider Ordinance No. 1637 amending the Oak Harbor Municipal Code (Sections 6.12.010; 6.14.070; 6.40.180) to bring the City into compliance with state law as it relates to a person's right to lawfully carry a firearm within the State of Washington. These amendments were considered previously by the City Council on December 18, 2012 when a motion was approved to take no action and defer it to a later date.

AUTHORITY

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

RCW 9.41.300(2) Cities, towns, counties, and other municipalities may enact laws and ordinances: (a) Restricting the discharge of firearms in any portion of their respective jurisdictions where there is a reasonable likelihood that humans, domestic animals, or property will be jeopardized. Such laws and ordinances shall not abridge the right of the individual guaranteed by Article I, section 24 of the state Constitution to bear arms in defense of self or others.

FISCAL IMPACT DESCRIPTION

Funds Required: None
Appropriation Source: N/A

SUMMARY STATEMENT

On October 11, 2012 the City of Oak Harbor received at letter from the Second Amendment Foundation requesting and formally demanding that the City amend Oak Harbor Municipal Code Sections 6.12.010, 6.14.070 and 6.40.180 for consistency with State law. Among other things, all three sections prohibit the carrying of firearm in City parks.

The Oak Harbor Municipal Code Sections 6.12.010, 6.14.070 and 6.40.180 were written and adopted between 1961 and 1999 and have not been addressed since that time. These Oak Harbor Municipal Code sections restrict a person's right to carry a firearm in a public place; specifically a City park and marina. The Second Amendment Foundation argues that this restriction is an infringement on Washington State Law [RCW 9.41.300(2)(a)] and the Washington State Constitution (Article 1; Section 24)]. A second letter, received on January 28, 2013, is attached and essentially reiterates their earlier position. The Second Amendment Foundation's position has been reviewed by the Interim City Attorney who concurs that the changes should be enacted. Draft Ordinance No. 1637 has been prepared to enact the proposed amendments.

This matter was brought before the City Council on December 4, 2012 for introduction and on December 18, 2012 for consideration and potential adoption (Agenda Bill 7 – attached). Following due deliberation, the City Council voted to "take no action and defer it to a later date."

Since that December 18 meeting, there has clearly been considerable public interest in this issue. Given the recent tragic events in several communities across the nation and the current public debate about gun regulations, this interest is hardly surprising. However, setting the national perspective to one side, the Mayor's office has been contacted by many Oak Harbor citizens over the past few weeks wishing to share their views. No doubt each Councilmember has experienced similar levels of interest from within our community.

Given this high level of community interest, the administration believes it is important to bring the proposed ordinance back to the City Council for further discussion and to hear from those on both sides of this issue. We recognize the strong feelings that many people hold and it does not seem likely that anything close to a regulatory consensus on gun laws will emerge here in Oak Harbor. However, on the narrower issue of doing everything we can to insure that our local laws are consistent with State law, the administration strongly supports the proposed amendment and urges the City Council to give it full consideration for approval.

In accordance with OHMC 1.04.020(2), Ordinance No. 1637 is brought forward for introduction and consideration at the February 5, 2013 meeting. For consistency with this section, this item should be continued to a date and time certain for final consideration and action.

STANDING COMMITTEE REPORT
N/A

RECOMMENDED ACTIONS
1. Introduce Ordinance No. 1637
2. Accept public testimony on and consider the proposed amendments
3. Motion to continue to a date and time certain

ATTACHMENTS

1. Ordinance No. 1637
2. Letter from Second Amendment Foundation dated October 8, 2012
3. Letter from Second Amendment Foundation dated January 24, 2013
4. Current State Law: RCW 9.41.300

CITY OF OAK HARBOR
Oak Harbor, Washington

ORDINANCE 1637

AN ORDINANCE OF THE CITY OF OAK HARBOR , WASHINGTON, AMENDING OHMC SUBSECTION 6.12.010 (1) (h); AMENDING OHMC SECTION 6.14.070; AMENDING OHMC SUBSECTION 6.40.180 (1) (h) RELATING TO WEAPONS; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, The City desires to update the Oak Harbor Municipal Code to be consistent with state law particularly RCW 9.41.290 and 300.

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

Section 1. OHMC Subsection 6.12.010 (1) (h) is hereby amended to read as follows (the remainder of 6.12.010 remain in effect and unchanged).

6.12.010 Prohibited activities – Gross misdemeanors.

(1) The following activities are not permitted in city parks:

(h) ~~Displaying or~~ Using weapons in the park except in lawful self-defense or defense of another;

Section 2. OHMC Section 6.14.070 entitled "Firearms and Fireworks" is amended to read as follows:

6.14.070 Firearms and fireworks.

It is unlawful to shoot, fire or explode any firearm, fireworks, firecrackers, torpedo or explosive of any kind ~~or to carry any firearm~~ or to shoot or fire any air gun, bows and arrows, B.B. gun or use any slingshot in any park without the written permission of the council. (Ord. 214 § 8, 1965).

Section 3. OHMC Subsection 6.40.180 (1)(h) is amended to read as follows (the remainder of Section 6.40.180 remains in effect and unchanged).

6.40.180 Prohibited activities – Gross misdemeanors.

(1) The following activities are not permitted in the marina:

(h) ~~Displaying or~~ Using weapons in the marina except in lawful self defense or defense of another;

Section 4. Severability. If any section, clause, and/or phrase of this Ordinance is held invalid by a court of competent jurisdiction, such invalidity and/or unconstitutionality shall not affect the validity and/or constitutionality of any other section, clause, and/or phrase of the Ordinance.

Section 5. Effective Date. This Ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the City Council and **APPROVED** by the Mayor this _____ day of _____, 2013.

CITY OF OAK HARBOR

By:_____
Scott Dudley, Mayor

ATTEST/AUTHENTICATED:

By:_____
Nacelle Heuslein, Interim City Clerk

APPROVED AS TO FORM:

By:_____
Grant K. Weed, Interim City Attorney

Date of Publication:_____

Effective Date:_____

Second Amendment Foundation

October 8, 2012

Grant Weed
City of Oak Harbor Attorney
865 SE Barrington Dr.
Oak Harbor, WA 98277

Dear Mr. Grant,

It has come to my attention that the City of Oak Harbor purports to regulate firearms in violation of state law, particularly RCW 9.41.290. In OHMC 6.14.070, OHMC 6.12.010(1)(h), and OHMC 6.40.180, Oak Harbor purports to prohibit the carrying and display of weapons in parks and the marina.

The City of Oak Harbor has no legal authority to adopt or enforce these sections of the Oak Harbor Municipal Code and should, out of respect for the supremacy of the Washington legislature, and out of respect for the rule of law, repeal them.

The Second Amendment Foundation respectfully requests and formally demands Oak Harbor repeal §6.14.070, §6.12.010(1)(h), and §6.40.180 of the Oak Harbor Municipal Code. Failure to do so puts the City of Oak Harbor at risk for a lawsuit.

We await your prompt reply.

Sincerely,

Alan M. Gottlieb

Alan M. Gottlieb
Executive Vice President

James Madison Building, 12500 N.E. Tenth Place, Bellevue, WA 98005 • 425-454-7012, 425-451-3959 FAX • www.saf.org

[1] RCW 9.41.290 states:

"The state of Washington hereby fully occupies and preempts the entire field of firearms regulation within the boundaries of the state, including the registration, licensing, possession, purchase, sale, acquisition, transfer, discharge, and transportation of firearms, or any other element relating to firearms or parts thereof, including ammunition and reloader components. Cities, towns, and counties or other municipalities may enact only those laws and ordinances relating to firearms that are specifically authorized by state law, as in RCW 9.41.300, and are consistent with this chapter. Such local ordinances shall have the same penalty as provided for by state law. Local laws and ordinances that are inconsistent with, more restrictive than, or exceed the requirements of state law shall not be enacted and are preempted and repealed, regardless of the nature of the code, charter, or home rule status of such city, town, county, or municipality.."

Second Amendment Foundation

received 1-28-13 RR

January 24, 2013

Mayor Scott Dudley
City of Oak Harbor
865 SE Barrington Dr.
Oak Harbor, WA 98277

Dear Mayor Dudley,

Based on the enclosed *Whidbey News Times* story by their assistant editor Jessie Stensland, I am writing this letter to you asking that the Oak Harbor City Council reconsider amending OHMC 6.14.070, OHMC 6.12.010 (1)(h), OHMC 6.40.180 that prohibits the carrying and display of weapons in parks and the marina.

Also enclosed is a copy of my original letter to the Oak Harbor Cit y Attorney outlining the illegality under state law of these sections of the city code.

It is appalling that Oak Harbor elected officials are refusing to remove these illegal local codes, and are thumbing their noses at the rule of law.

As I am sure you are aware, the Second Amendment Foundation and our law firm of Corr Cronin LLP successfully sued the city of Seattle for similar violations of our state's pre-emption law. The city of Seattle appealed their loss all the way to the state Supreme Court and in the process not only cost their taxpayers several thousands of dollars in legal fees, but had to pay our court costs as well.

James Madison Building, 12500 N.E. Tenth Place, Bellevue, WA 98005 • 425-454-7012, 425-451-3959 FAX • www.saf.org

I can assure you that we already have individual plaintiffs lined up and will file suit against the city of Oak Harbor and members of the city council if the city continues to flaunt the state statute.

I await your prompt action.

Sincerely,

Alan M. Gottlieb

Alan M. Gottlieb
Executive Vice President

RCW 9.41.300

Weapons prohibited in certain places — local laws and ordinances — exceptions — penalty.

(1) It is unlawful for any person to enter the following places when he or she knowingly possesses or knowingly has under his or her control a weapon:

(a) The restricted access areas of a jail, or of a law enforcement facility, or any place used for the confinement of a person (i) arrested for, charged with, or convicted of an offense, (ii) held for extradition or as a material witness, or (iii) otherwise confined pursuant to an order of a court, except an order under chapter 13.32A or 13.34 RCW. Restricted access areas do not include common areas of egress or ingress open to the general public;

(b) Those areas in any building which are used in connection with court proceedings, including courtrooms, jury rooms, judge's chambers, offices and areas used to conduct court business, waiting areas, and corridors adjacent to areas used in connection with court proceedings. The restricted areas do not include common areas of ingress and egress to the building that is used in connection with court proceedings, when it is possible to protect court areas without restricting ingress and egress to the building. The restricted areas shall be the minimum necessary to fulfill the objective of this subsection (1)(b).

For purposes of this subsection (1)(b), "weapon" means any firearm, explosive as defined in RCW 70.74.010, or any weapon of the kind usually known as slung shot, sand club, or metal knuckles, or any knife, dagger, dirk, or other similar weapon that is capable of causing death or bodily injury and is commonly used with the intent to cause death or bodily injury.

In addition, the local legislative authority shall provide either a stationary locked box sufficient in size for pistols and key to a weapon owner for weapon storage, or shall designate an official to receive weapons for safekeeping, during the owner's visit to restricted areas of the building. The locked box or designated official shall be located within the same building used in connection with court proceedings. The local legislative authority shall be liable for any negligence causing damage to or loss of a weapon either placed in a locked box or left with an official during the owner's visit to restricted areas of the building.

The local judicial authority shall designate and clearly mark those areas where weapons are prohibited, and shall post notices at each entrance to the building of the prohibition against weapons in the restricted areas;

(c) The restricted access areas of a public mental health facility certified by the department of social and health services for inpatient hospital care and state institutions for the care of the mentally ill, excluding those facilities solely for evaluation and treatment. Restricted access areas do not include common areas of egress and ingress open to the general public;

(d) That portion of an establishment classified by the state liquor control board as off-limits to persons under twenty-one years of age; or

(e) The restricted access areas of a commercial service airport designated in the airport security plan approved by the federal transportation security administration, including passenger screening checkpoints at or beyond the point at which a passenger initiates the screening process. These areas do not include airport drives, general parking areas and walkways, and shops and areas of the terminal that are outside the screening checkpoints and that are normally open to unscreened passengers or visitors to the airport. Any restricted access area shall be clearly indicated by prominent signs indicating that firearms and other weapons are prohibited in the area.

(2) Cities, towns, counties, and other municipalities may enact laws and ordinances:

(a) Restricting the discharge of firearms in any portion of their respective jurisdictions where there is a reasonable likelihood that humans, domestic animals, or property will be jeopardized. Such laws and ordinances shall not abridge the right of the individual guaranteed by Article I, section 24 of the state Constitution to bear arms in defense of self or others; and

(b) Restricting the possession of firearms in any stadium or convention center, operated by a city, town, county, or

other municipality, except that such restrictions shall not apply to:

(i) Any pistol in the possession of a person licensed under RCW 9.41.070 or exempt from the licensing requirement by RCW 9.41.060; or

(ii) Any showing, demonstration, or lecture involving the exhibition of firearms.

(3)(a) Cities, towns, and counties may enact ordinances restricting the areas in their respective jurisdictions in which firearms may be sold, but, except as provided in (b) of this subsection, a business selling firearms may not be treated more restrictively than other businesses located within the same zone. An ordinance requiring the cessation of business within a zone shall not have a shorter grandfather period for businesses selling firearms than for any other businesses within the zone.

(b) Cities, towns, and counties may restrict the location of a business selling firearms to not less than five hundred feet from primary or secondary school grounds, if the business has a storefront, has hours during which it is open for business, and posts advertisements or signs observable to passersby that firearms are available for sale. A business selling firearms that exists as of the date a restriction is enacted under this subsection (3)(b) shall be grandfathered according to existing law.

(4) Violations of local ordinances adopted under subsection (2) of this section must have the same penalty as provided for by state law.

(5) The perimeter of the premises of any specific location covered by subsection (1) of this section shall be posted at reasonable intervals to alert the public as to the existence of any law restricting the possession of firearms on the premises.

(6) Subsection (1) of this section does not apply to:

(a) A person engaged in military activities sponsored by the federal or state governments, while engaged in official duties;

(b) Law enforcement personnel, except that subsection (1)(b) of this section does apply to a law enforcement officer who is present at a courthouse building as a party to an action under chapter 10.14, 10.99, or 26.50 RCW, or an action under Title 26 RCW where any party has alleged the existence of domestic violence as defined in RCW 26.50.010; or

(c) Security personnel while engaged in official duties.

(7) Subsection (1)(a), (b), (c), and (e) of this section does not apply to correctional personnel or community corrections officers, as long as they are employed as such, who have completed government-sponsored law enforcement firearms training, except that subsection (1)(b) of this section does apply to a correctional employee or community corrections officer who is present at a courthouse building as a party to an action under chapter 10.14, 10.99, or 26.50 RCW, or an action under Title 26 RCW where any party has alleged the existence of domestic violence as defined in RCW 26.50.010.

(8) Subsection (1)(a) of this section does not apply to a person licensed pursuant to RCW 9.41.070 who, upon entering the place or facility, directly and promptly proceeds to the administrator of the facility or the administrator's designee and obtains written permission to possess the firearm while on the premises or checks his or her firearm. The person may reclaim the firearms upon leaving but must immediately and directly depart from the place or facility.

(9) Subsection (1)(c) of this section does not apply to any administrator or employee of the facility or to any person who, upon entering the place or facility, directly and promptly proceeds to the administrator of the facility or the administrator's designee and obtains written permission to possess the firearm while on the premises.

(10) Subsection (1)(d) of this section does not apply to the proprietor of the premises or his or her employees while engaged in their employment.

(11) Government-sponsored law enforcement firearms training must be training that correctional personnel and community corrections officers receive as part of their job requirement and reference to such training does not constitute a mandate that it be provided by the correctional facility.

(12) Any person violating subsection (1) of this section is guilty of a gross misdemeanor.

(13) "Weapon" as used in this section means any firearm, explosive as defined in RCW 70.74.010, or instrument or weapon listed in RCW 9.41.250.

[2011 c 221 § 2; 2008 c 33 § 1. Prior: 2004 c 116 § 1; 2004 c 16 § 1; 1994 sp.s. c 7 § 429; 1993 c 396 § 1; 1985 c 428 § 2.]

City of Oak Harbor
City Council Agenda Bill

Bill No. AB-6
Date: February 5, 2013
Subject: Fort Nugent Park
Picnic Shelters – Contract Award

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill recommends awarding a contract for construction of the Fort Nugent Park Picnic Shelters project to C. Johnson Construction Company in the amount of $60,872.

AUTHORITY

The City of Oak Harbor is authorized to spend Park Impact Fees under OHMC Section 3.63.070. The funds proposed for expenditure were collected as Community Park Impact Fees and are reserved for park expenditures.

Oak Harbor Municipal Code Chapter 2.330.010 provides for the contracting of Public Works and Improvements as follows:

Except as otherwise authorized by Chapters 39.04 and 39.28 RCW, or RCW 35.22.620, relating to emergency public works, or other applicable general state law, as now enacted or as hereafter amended, all public works and improvements shall be done by contract pursuant to public notice and call for competitive bids in accordance with this chapter whenever the estimated cost of such public work or improvement, including the cost of materials, supplies, equipment and labor, will exceed the sum of $30,000 if more than one craft or trade is involved with the public works project, or in excess of $20,000 if only a single craft or trade is involved with the public works project or the public works project is street signalization or street lighting; provided, the city may use a small works roster pursuant to RCW 35.22.620. It is further provided, that the council may authorize public works construction projects without bid up to the bid limitation in RCW 35.22.620 as now in effect or as hereafter amended.

FISCAL IMPACT DESCRIPTION

Funds Required: $66,872
Appropriation Source: Fund 126 – Community Park Impact Fees

The shelters will be rented out on a Facility Reservation system similar to the existing system used for rental of shelters at Windjammer Park.

SUMMARY STATEMENT

The original plans of the 2004 Fort Nugent Park Phase II expansion identified picnic shelters as intended improvements. Due to budget constraints on that project, the shelters were not constructed at that time and were identified as future improvements. Since the completion of the community built playground at Fort Nugent Park, the Parks Division has received numerous requests for construction of adjacent covered picnic shelters (as originally planned) that can serve family reunions, birthday parties, and other large gatherings as well as smaller gatherings and for individuals. The Community Park Impact Fee Fund (126) has accrued sufficient funds so that the picnic shelters may now be constructed.

The project was advertised for bid in the Daily Journal of Commerce and Whidbey News Times. In addition, the project was posted to the Builders Exchange of Washington Online Plan Center.

Amount of the Contract:
Staff received and opened fourteen sealed bids on January 17, 2013. The three lowest bid totals are tabulated below (amounts include Washington State Sales Tax in the amount of 8.7%):

Contractor	Location	Bid Total
C. Johnson Construction	Oak Harbor, WA	$60,872.00
Nautilus Construction and Management	Oak Harbor, WA	$64,431.79
Home and Garden Builders	Everson, WA	$69,024.50

Engineer's Estimate	*Oak Harbor, WA*	*$67,000.00*

The bid from C. Johnson Construction, the lowest bid received, is less than the Engineer's estimate. Given that fourteen contractors bid this project and the lowest three are all within 10% of the Engineer's estimate, the bid is deemed to be competitive and the best available price for the work.

Construction Contingency:
Most construction projects involve change orders and modifications to the contract plans. Delays in processing change order requests can result in costly delay claims against the City. To minimize the possibility of delays and the resulting claims, staff requests that the City Engineer be authorized to administratively approve up to $6,000, approximately 10% of the contract amount, for change orders.

STANDING COMMITTEE REPORT

This project was presented to the Public Works Standing Committee Meetings on June 7, 2012 and January 3, 2013.

PREVIOUS CITY COUNCIL ACTIONS

On December 4, 2012, City Council authorized staff to solicit bids for construction of two covered picnic shelters at Fort Nugent Park.

RECOMMENDED ACTION

Authorize the Mayor to sign a contract with C. Johnson Construction in the amount of $60,872 and authorize the City Engineer to administratively approve changes to the construction contract totaling not more than $6,000.

ATTACHMENTS

- Bid Tabulation
- Contract Proposal
- Site Plan showing the two locations
- Photograph of a constructed picnic shelter that inspired the design

Fort Nugent Park Picnic Shelters
City of Oak Harbor
Contract No. ENG 12-05
Oak Harbor, WA
January 18, 2013 8:18 am,

Bid Summary

No. of bidders:		14
Low Bid:	$	60,872.00
2nd:	$	64,431.79
3rd:	$	69,024.50
Engineers Estimate:		$50,000 to $60,000

Engineer's total cost $ 65,220.00

No.	Item	Unit	QTY	ENGINEERS ESTIMATE UNIT PRICE	ENGINEERS ESTIMATE EXTENSION	1 C. Johnson Const., Inc. UNIT PRICE	EXTENSION	2 Nautilus Construction & Management, LLC UNIT PRICE	EXTENSION	3 Home & Garden Builders UNIT PRICE	EXTENSION	4 Anderson Buildings* UNIT PRICE	EXTENSION	5 Ronsons Design & Construction, LLC UNIT PRICE	EXTENSION	6 Welwest Construction, Inc. UNIT PRICE	EXTENSION	7 Eagle Building Company UNIT PRICE	EXTENSION
						$ 60,872.00		$ 64,431.79		$ 69,024.50		$ 72,285.50		$ 73,600.77		$ 78,764.02		$ 84,058.00	
1	Mobilization (1-09.7)	LS	1	$ 5,000.00	$ 5,000.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$500.00	$500.00	$1,000.00	$1,000.00	$5,000.00	$5,000.00	$5,460.00	$5,460.00	$5,600.00	$5,600.00
2	Two (2) 26' x 26' Picnic Shelters	LS	1	$ 55,000.00	$ 55,000.00	$51,000.00	$51,000.00	$58,274.88	$58,274.88	$63,000.00	$63,000.00	$65,500.00	$65,500.00	$62,710.00	$62,710.00	$67,000.00	$67,000.00	$71,730.27	$71,730.27
				Subtotal	$60,000.00	Subtotal	$56,000.00	Subtotal	$59,274.88	Subtotal	$63,500.00	Subtotal	$66,500.00	Subtotal	$67,710.00	Subtotal	$72,460.00	Subtotal	$77,330.27
				Sales Tax (8.7%)	$ 5,220.00	Tax (8.7%)	$ 4,872.00	Tax (8.7%)	$ 5,156.91	Tax (8.7%)	$ 5,524.50	Tax (8.7%)	$ 5,785.50	Tax (8.7%)	$ 5,890.77	Tax (8.7%)	$ 6,304.02	Tax (8.7%)	$ 6,727.73
				Total	$ 65,220.00	Total	$ 60,872.00	Total	$ 64,431.79	Total	$ 69,024.50	Total	$ 72,285.50	Total	$ 73,600.77	Total	$ 78,764.02	Total	$ 84,058.00

*NOTE: The Anderson Buildings bid is not acceptable due to an incomplete bid package submittal.

8 Faber Construction Corp. UNIT PRICE	EXTENSION	9 H.B. Hansen Construction Inc. UNIT PRICE	EXTENSION	10 Scimitar Construction UNIT PRICE	EXTENSION	11 Prime Development Group, LLC UNIT PRICE	EXTENSION	12 Axtheim Construction, Inc. UNIT PRICE	EXTENSION	13 Upland Developers, Inc. UNIT PRICE	EXTENSION	14 Talakai Construction, LLC UNIT PRICE	EXTENSION
$ 85,174.06		$ 85,873.00		$ 91,698.23		$ 98,427.85		$ 114,933.95		$ 114,937.21		$ 117,897.11	
$4,000.00	$4,000.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$8,000.00	$8,000.00
$74,357.00	$74,357.00	$74,000.00	$74,000.00	$74,359.00	$74,359.00	$88,050.00	$88,050.00	$100,735.00	$100,735.00	$104,738.00	$104,738.00	$100,461.00	$100,461.00
Subtotal	$78,357.00	Subtotal	$79,000.00	Subtotal	$84,359.00	Subtotal	$90,550.00	Subtotal	$105,735.00	Subtotal	$105,738.00	Subtotal	$108,461.00
Tax (8.7%)	$ 6,817.06	Tax (8.7%)	$ 6,873.00	Tax (8.7%)	$ 7,339.23	Tax (8.7%)	$ 7,877.85	Tax (8.7%)	$ 9,198.95	Tax (8.7%)	$ 9,199.21	Tax (8.7%)	$ 9,436.11
Total	$ 85,174.06	Total	$ 85,873.00	Total	$ 91,698.23	Total	$ 98,427.85	Total	$ 114,933.95	Total	$ 114,937.21	Total	$ 117,897.11

PROPOSAL

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

The undersigned has examined the Work site(s), local condition, the Contract Documents, and all applicable laws and regulations covering the Work. The following lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract Documents and all applicable laws and regulations.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is awarded the contract for the Work, it shall employ only contractors and Subcontractors that are duly licensed by the State of Washington remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner reserves the right to Award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interests of the Owner. The Owner will determine at the time of Award of the Contract which additives, if any, will be included in the Contract.

FORT NUGENT PARK PICNIC SHELTERS
BID SCHEDULE

NO.	ITEM	UNIT	QUANT	UNIT PRICE	AMOUNT
1.	Mobilization (1-09.7)	LS	1	5,000.00	5,000.00
2.	Two (2) 26' x 28' Picnic Shelters	LS	1	51,000.00	51,000.00

Schedule Subtotal $ 56,000.00

Washington State Sales Tax (8.7%) $ 4872.00

TOTAL CONSTRUCTION COST $ 60,872.00

P-2

BIDDER IDENTIFICATION AND CONTACT INFORMATION

Name of Firm: CJohnson Construction, INC

Address: PO Box 1467 Oak Harbor

Telephone No.: 360-675-4848 Fax No.: 360-675-4263

Contact Person for this Project: Corey Johnson

Email: corey@cjcinc.com

PROPOSAL – Continued

WORK COMPLETED BY CONTRACTOR

List the Work and the dollar amount thereof that the Contractor will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount
all but concrete	~ 45,050 –

PROPOSED SUBCONTRACTORS

List all other Subcontractors and their Washington State Department of Licensing contractor's Registration No. that will be used on the Work if you are awarded the contract, together with the work to be performed. This information shall be provided to the Owner and Engineer within three days of the bid opening.

Work to be Performed	Subcontractor (Name and Registration No.)
Concrete	Lang Co NW UBI 602634415 LANGCNI944OH

PROPOSAL – Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
1	1/10/13	Coley Johnson

NOTE: Contractor is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract Time granted under the Contract Documents, the undersigned agrees to physically complete the Work required under this contract within 60 calendar days after the commencement date stated in the Notice to Proceed.

The undersigned's Washington State Department of Labor and Industries Workman's Compensation Account No. is 104 10700.

The undersigned has reviewed all insurance requirements contained in the Contract Documents and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance has been included in this Proposal.

The undersigned waives its immunity under applicable Workman's Compensation Statues including, but not limited to, R.C.W. Title 51. This waive has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.

PROPOSAL – Continued

2. That by signing the signature page of this Proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Very truly yours,

C Johnson Construction. Inc
Print Company Name

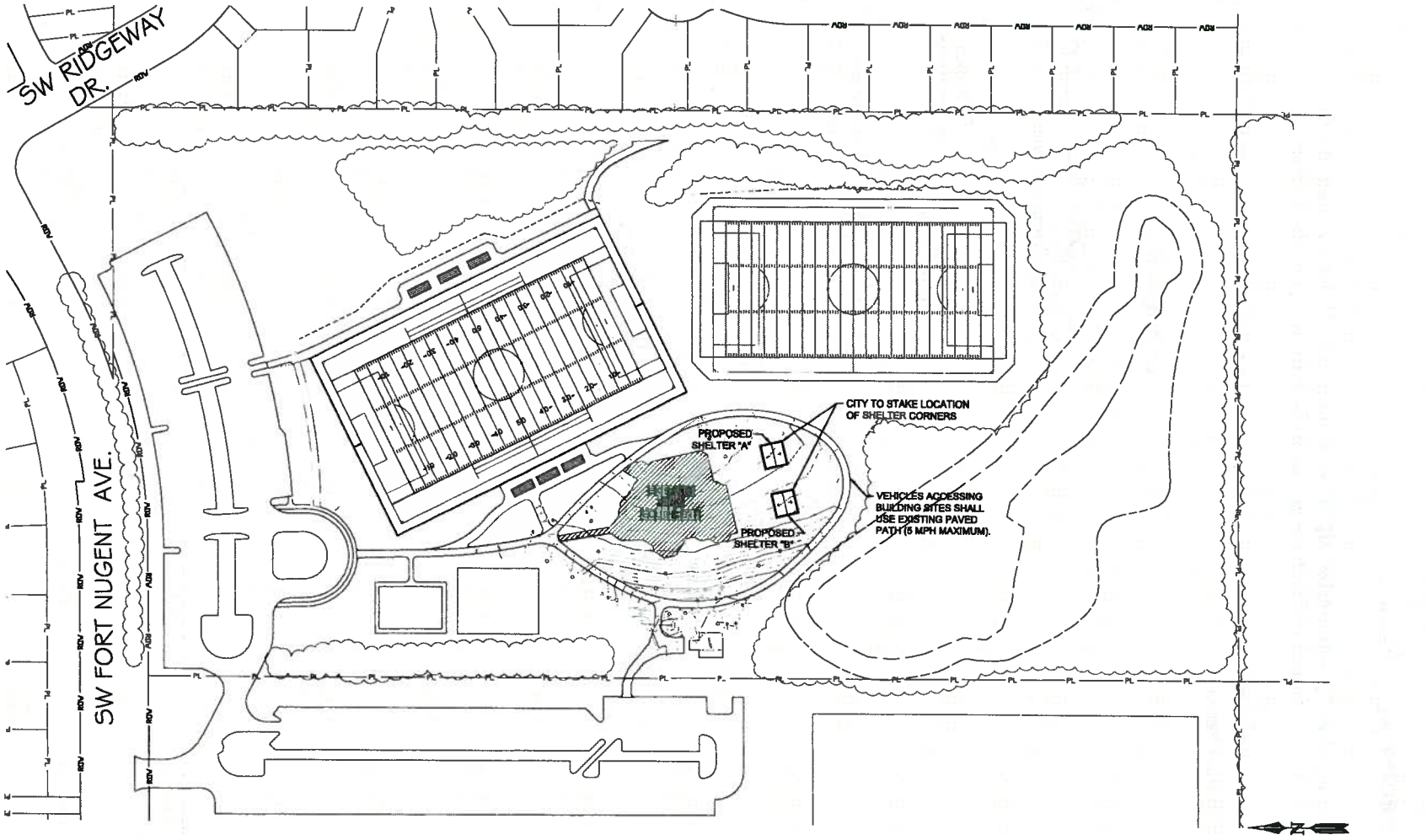
By: Corey Johnson
Print Name

Corey Johnson
Sign Name

President
Title

1/9/13
Date

CITY OF OAK HARBOR
PROJECT ENG-12-05
FORT NUGENT PARK PICNIC SHELTERS



NO.	DATE	REVISIONS DESCRIPTION

SITE MAP
FORT NUGENT PARK
PICNIC SHELTERS
2075 SE FORT NUGENT AVE

City of Oak Harbor
855 SE Barrington Drive
Oak Harbor, WA 98277

PROJECT NO.	ENG-12-05
DRAWN BY	CT
DATE PRINTED	11-30-12
SCALE	1" = 60'

IF THIS DRAWING IS SMALLER THAN 22" X 34", THE SCALE HAS BEEN REDUCED.

SHEET: S1.0

11-30-12 Z:\engineering\technician\support\fnk fort nugent park buildings.dwg

City of Oak Harbor
City Council Agenda Bill

Bill No. AB-7
Date: February 5, 2013
Subject: Professional Services Agreement with HDR ~~for~~ Rate Study Update

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to approve a professional services agreement with HDR Engineering, Inc., to update the analysis of the City's storm drain, water, solid waste and sewer rates to reflect current operating and capital costs. In addition, HDR will also prepare an updated analysis of the City's system development charges and develop a structure for a storm drain fee for the Seaplane Base and a water rate for a new point of delivery to the Navy at the Seaplane Base.

AUTHORITY

The authority to enter into agreements for professional services is granted to the City of Oak Harbor under RCW 35A.11.020.

FISCAL IMPACT DESCRIPTION

Funds Required: $39,365
Appropriation Source: Professional Services line item from each utility: (401, 402, 403, 404)

SUMMARY STATEMENT

In 2010, HDR Engineering, Inc. (HDR) completed a comprehensive rate analysis for the City's storm drain, water, solid waste and sewer utilities and City Council used this analysis to establish utility rates for a five year period. Since the adoption of the rates in 2010, the City has incurred some unforeseen costs with regard to the Pioneer Way Project, we have completed some of the capital projects that were included in the rate analysis and we have been informed by the City of Anacortes that there may be an unanticipated increase in the cost of the water that the City of Oak Harbor purchases from Anacortes.

This study by HDR will

- provide a review of projected revenues based on the rate adjustments that were developed in 2010;
- update the City's operating and maintenance expenses and capital expenses;
- develop a funding plan for capital improvements over the next five to ten year period;
- update the analysis of System Development Charges;

- develop a rate framework for a point of sale of water to the Navy at the Seaplane Base; and
- develop a rate framework for a storm drain fee for the Seaplane Base.

The proposed agreement with HDR will be based on Time and Materials with the total amount not to exceed $39,365.

STANDING COMMITTEE REPORT

This item was brought up at the Public Works Standing Committee Meeting on January 3, 2013.

RECOMMENDED ACTION

It is recommended that the City Council approve the professional services agreement with HDR Engineering, Inc. for a rate and fee update for the City's storm drain, water, solid waste and sewer utilities in an amount not to exceed $39,365 and authorize the Mayor to sign the agreement.

ATTACHMENTS

- Professional Services Agreement
- Scope of Services – Exhibit A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2013, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and HDR Engineering, Inc., hereinafter referred to as the "SERVICE PROVIDER".

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

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

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

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

1. Scope of Services.

   The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.

   The Project shall begin on February 6, 2013, and shall be completed no later December 31, 2013, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

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

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

   3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows: Time and Materials not to exceed $39,365.00

4. Reports and Inspections.

4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

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

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

6. Service Provider Employees/agents.

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

7. Hold Harmless/Indemnification.

7.1 SERVICE PROVIDER shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

8. Insurance.

The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, its agents, representatives, or employees.

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

a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the City.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.

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

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) per accident.

b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate.

c. Professional Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) policy aggregate limit.

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

a. The SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.

b. The SERVICE PROVIDER'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

8.5 Verification of Coverage. SERVICE PROVIDER shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER before commencement of the work.

9. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. Compliance with Laws.

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

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

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

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

11.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against

discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

12.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. Maintenance and Inspection of Records.

14.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

15. Other Provisions.

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

16. Termination.

16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving at least thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the City shall pay the SERVICE PROVIDER for all services provided under this Agreement through the date of termination.

16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.

17. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

CITY:	SERVICE PROVIDER:
CITY OF OAK HARBOR 865 SE Barrington Drive Oak Harbor, WA 98277	HDR Engineering, Inc. 500 108th Avenue NE, Suite 1200 Bellevue, WA 98004
_____	_____
Scott Dudley, Mayor	

Attest:

_____

City Clerk

Exhibit A

HDR ONE COMPANY | Many Solutions

January 24, 2013

Ms. Cathy Rosen
Public Works Director
City of Oak Harbor
1400 NE 16 Avenue
Oak Harbor, WA 98277

Subject: Utility Rate and Fee Update and Miscellaneous Fee Development Scope and Fee Estimate

Dear Ms. Rosen:

HDR Engineering Inc. (HDR) completed a water, sewer, storm drain, and solid waste rate study and system development charge (SDC) analyses for the City of Oak Harbor (City) in 2010. These studies set rates for the next five year time period. Over the past year the City has incurred unforeseen additional costs for each of the utilities. In addition, the City was recently notified that its cost of purchased water would be increasing. As a result, the City has requested that HDR update the water, sewer, solid waste, and storm drain analyses to reflect current operating and capital costs.

This study will provide a review of projected revenues based on the rate adjustments developed in the prior studies, an update to operating and maintenance expenses, a funding plan for capital improvements over the next five to ten year period, and an update to the SDC analysis (which was never finalized). Provided in the following discussion is an overview of the proposed scope of services, estimated time schedule, the HDR project team, and estimated fee for the requested services.

Scope of Services

The starting point of the analyses will be the rate studies and SDC analyses completed in 2010. Based on these analyses, and recent operating and capital needs, a revised rate and fee schedule will be developed for the City for review and adoption if necessary. Provided below is a summary of the proposed scope of services for the City's requested analyses.

Task 1—Initial Project Meeting

Task Objective: *Bring HDR and key City's staff together, at the start of the project, to assure that all parties have a mutual understanding of the goals, objectives, issues and concerns related to the study.*

The initial kick-off (project) meeting is important to the overall success of this engagement since it forms the foundation for the study process. This meeting allows both parties to discuss the key elements of the study update, while at the same time discussing any issues and concerns that

HDR Engineering, Inc.

500 108th Avenue NE
Suite 1200
Bellevue, WA 98004-5549

Phone: (425) 450-6200
Fax: (425) 453-7107
www.hdrinc.com

either party may have. It is proposed that the initial project meeting be a one to two hour meeting at the City's offices.

Expected City Support for Task 1:

- Have key City staff participate in a one to two hour meeting to kick-off the project

Deliverables as a Result of Task 1:

- Identification of objectives, issues and concerns of the study.

Task 2—Data Collection

***Task Objective**: Review and assess the City's data and information to support the study.*

Prior to the initial project meeting HDR will provide a written data request to the City which details the data and information required to conduct the study. This data will be similar to the data requested for the previous rate study. Given HDR and the City's familiarity with the data needs for the study this task should proceed quickly.

Expected City Support for Task 2:

- Provide requested data for the analysis.
- Provide as-needed assistance interpreting the provided data.

Deliverables as a Result of Task 2:

- Data request for the data necessary for the analysis.

Task 3—Revenue Requirement Update

***Task Objective**: Utilizing the previously developed rate models, update the analysis to reflect current operating and capital needs for each utility.*

The starting point for the revenue requirement update will be based on the rate model developed for the rate studies completed in 2010. HDR will update the models based on the current, or proposed, operating budget as well as the current five to ten year capital improvement plan for each utility. As part of the update, HDR will utilize current customer billing information, and the adopted utility rates, to develop a revenue projection for the time period reviewed. Provided below is a summary of the analysis that will be completed for each utility:

Water Utility – The analysis will incorporate the current, or proposed, budget for operating expenses. A key part of this analysis will be updating the purchased water costs to reflect the proposed increase from the City's wholesale provider. Next the capital funding plan will be updated. The study will incorporate the actual costs of the projects completed as well as update the capital plan with the most recent project additions. Finally, reserve levels will be reviewed to determine if additional rate adjustments are necessary to meet target ending fund balance levels.

Sewer Utility – Similar to the water analysis, the sewer analysis will incorporate the current, or

proposed, budget for operating expenses. A key part of this analysis will be the development of a funding plan for the sewer capital improvements, specifically the costs related to the wastewater treatment plant. Finally, rate revenues will be updated based on current customer data and reserve levels will be reviewed to determine if additional rate adjustments are necessary to meet target ending fund balance levels.

Storm Drain Utility – The storm drain analysis will also incorporate the current, or proposed, budget for operating expenses. A capital funding plan will also be developed to reflect the updated capital needs of the storm drain utility. Rate revenues will be updated based on the current rates and customer billing data. Finally, given the current ending fund balance for the storm drain utility, reserve levels reviewed to determine if additional rate adjustments are necessary to meet target ending fund balance levels.

Solid Waste Utility – The solid waste utility analysis will also incorporate the current, or proposed, budget for operating expenses and current rate revenues. At this time, it appears that the solid waste utility rate projections are on track, however, given the impact to current reserve levels, reserve balances will be reviewed to determine if rate adjustments are necessary to meet target ending fund balance levels.

The results of the analyses will provide the City with a set of rate adjustments necessary to prudently operate each of the utilities. Any proposed rate changes will be compared to the previously developed rate transition plan from the 2010 analyses. A transition to cost-based rates will be provided if necessary. At the completion of the analyses HDR will meet with City staff to review the results of the analyses.

Expected City Support for Task 3:

- Assist HDR in the development of the projected operating and capital costs.
- Participate in a project meeting to review and discuss the analysis.
- Review and comment on the proposed rate transition plan.

Deliverables as a Result of Task 3:

- Update the revenue requirement for the water, sewer, solid waste, and storm drain utilities based on current revenues and operating and capital needs.
- Initiate, and lead, a project meeting to review the results of the analyses.

Task 4—Rate Design Update

Task Objective: *Based on the results of Task 3, if necessary, develop a revised set of rates to meet the operating and capital needs of the water, sewer, solid waste, and storm drain utilities.*

Based on the results of Task 3, HDR will update the proposed rates from the 2010 rate analyses to reflect the changes determined for the water, sewer, solid waste, and storm drain utilities. HDR will develop rates for the next five year period for review and possible adoption by the City Council. A comparison of any proposed changes to the previously adopted rates will be provided as part of this task. Given the Council discussion and direction from the prior rate

study, no rate structure changes are assumed as part of this task.

Expected City Support for Task 4:

- Review the proposed rates.
- Participate in a project meeting to discuss the proposed rates.

Deliverables as a Result of Task 4:

- Development of rates for a five year period for the water, sewer, solid waste, and storm drain utilities.
- Initiate, and lead, a project meeting to discuss any proposed rates.

Task 5—Written Documentation

Task Objective: *Provide a letter report summarizing the analysis, findings, conclusions, and recommendations.*

At the completion of the analysis, HDR will provide a letter report detailing the analysis completed for the City. A draft of the letter report will be provided to the City in electronic format for review. Any comments, suggestions or corrections from the City can be incorporated into a final letter report. An electronic version of the final letter report will be provided to the City.

Expected City Support for Task 5:

- Review and comment on the draft letter report.

Deliverables as a Result of Task 5:

- An electronic copy of the draft letter report.
- An electronic copy of the final letter report.

Task 6—System Development Charge Update

Task Objective: *Update the current system development charges to reflect the current capital improvement plans.*

During the 2010 rate studies, draft system development charges (SDCs) were calculated. The City Council was updated on the results of the SDC calculation, but final SDCs were not presented or adopted by the City Council. This task will update the previous calculations based on the current capital plans and improvements since the 2010 study. HDR will revise the previously developed draft report for the water, sewer, and storm drain utilities, and provide them to the City for review. At the completion of the study HDR will provide the City with three (3) copies of the final report along with an electronic PDF version.

Expected City Support for Task 6:

- Assist HDR in the development of the SDC update.
- Review and comment on the draft reports.

Deliverables as a Result of Task 6:

- Cost based water, sewer, and storm drain SDCs.
- An electronic draft SDC report for the water, sewer, and storm drain analyses.
- Three (3) copies of the final water, sewer, and storm drain SDC reports.
- An electronic copy of the final water, sewer, and storm drain SDC reports.

Task 7—Development of a Storm Drain Fee for the Seaplane Base

***Task Objective**: Develop a methodology and cost-based storm drain fee for the Seaplane Base.*

A portion of the Seaplane base stormwater system drains to the City's system. Therefore, the development of a rate that reflects the benefits received by the Seaplane is key to the analysis as the City's entire system does not benefit the Seaplane base. HDR will work with City staff to review the portions of the system that benefit the Seaplane base and develop a methodology to recover the equitable share of costs. The starting point of the analysis will be the storm drain rate study completed in 2010. HDR will meet with City staff to review the development of the methodology and draft rate. At the completion of the analysis HDR will provide the City with a letter report which details the analysis and recommended rate.

Expected City Support for Task 7:

- Review the methodology recommended for establishing a cost-based rate.
- Review the development of the rate analysis.

Deliverables as a Result of Task 7:

- Development of an equitable methodology for setting a storm drain rate.
- Development of a cost-based storm drain rate.
- Letter report detailing the development of the methodology and rate.

Task 8—Review of the Seaplane Base Water Rate Calculation

***Task Objective**: Develop a methodology and rate for water service to the Seaplane base given possible changes to water supply on the City's system.*

The City and the Navy are considering a project that will make improvements to the water system which will change the way water is supplied to the Seaplane Base. As a result the current water rate will be reviewed and updated to reflect the possible changes in the delivery of water to the Seaplane base. HDR will work with City staff to review the past rate setting methodology and develop an equitable methodology for updating the current water rate. At the completion of the analysis HDR will provide a letter report discussing the development of the analysis and recommendations.

Expected City Support for Task 8:

- Discuss the current methodology of setting the Navy water rates.
- Review the development of the methodology and final rate.

Deliverables as a Result of Task 8:

- Review the current method of setting the Navy water rates.
- Develop an equitable methodology for setting the water rate for the Seaplane base.
- Develop a cost-based rate for the seaplane base.
- Letter report detailing the development of the analysis and final rate.

Task 9—Public Presentations

Task Objective: *Present the results of the analyses to the City Council in a clear and concise manner.*

HDR will provide recommendations to City staff at the conclusion of the study for review and discussion. Once the recommendations are finalized, HDR will present the results and recommendations of the study to the City Council. As part of the scope of services, HDR has budgeted three (3) meetings with the City Council. It is assumed that the first presentation would be to present the results of the rate analyses and any resulting rate adjustments (Task 3 and Task 4). The second meeting would be to present the results of the SDC update (Task 6). The third, and final, meeting would be to present the results of the additional storm drain and water rate for the Seaplane base. The proposed three (3) meetings may be revised to meet the City's presentation needs and can be combined to present the results to the City Council. Any additional meetings will be provided on a time and material basis.

Expected City Support for Task 9:

- Review and comment on handouts for the Council meetings.

Deliverables as a Result of Task 9:

- Development of a presentation and handout for the Council meetings.
- Up to three (3) presentations to the City Council presenting the results of the analyses.

This completes the scope of services for the City's requested services. If additional meetings, or tasks, are required they will be provided on a time and materials basis at the current hourly billing rates.

Project Team

The HDR team is provided below with a brief summary of each team member's role and experience.

Shawn Koorn, Project Manager

Shawn Koorn, an Associate Vice President with HDR, was the project manager for the City's previous utility rate study and SDC analyses. In this role Shawn will present at all meetings and manage the City's project on a day to day basis.

Tom Gould, Quality Control

Tom Gould is a Vice President and HDR's Utility Rates and Finance National Director. Tom

will be in charge of overall quality control for the study. Tom provided overall quality control on the City's prior utility rate study and SDC analyses.

Judy Dean, Senior Financial/Rate Analyst

Judy is a senior financial analyst with HDR. She will develop the technical analyses for the City's SDC update. Judy developed the SDC analyses during the City's prior rate studies.

Kristina Larkey, Financial/Rate Analyst

Kristina is a financial analyst with HDR. She will develop the technical analyses for the City's rate update. Kristina developed the utility rate analyses for the City's prior rate studies.

Proposed Time Schedule

This type of analysis generally takes six to eight weeks to complete. This depends on the ability of the City to collect the data, respond to questions related to the analysis, and the ability to schedule meetings with the City Council. While the City has not specifically noted a project schedule for this analysis HDR is willing to work with the City to meet the City's needs.

Estimated Project Fees

The estimated project fee budget has been developed based on the scope of services previously developed. The above noted individuals will provide the required efforts for this project. Should additional personnel be required for a specific issue, HDR has additional personnel that can address any financial, rate, resource or engineering issue that may arise. Provided below is a summary of estimated project fees for the City's requested analyses.

City of Oak Harbor Utility Rate Update
Estimated Project Fees

Task		Estimated Fee
Utility Rate Update		
Task 1 -	Initial Project Meeting	$1,160
Task 2 -	Data Collection	930
Task 3 -	Revenue Requirement Update	9,300
Task 4 -	Rate Design Update	3,390
Task 5 -	Written Documentation	3,150
Task 6 -	System Development Charge Update	4,330
Task 7 -	Seaplane Base Storm Drain Fee	4,180
Task 8 -	Seaplane Base Water Rate	6,280
Task 7 -	Public Presentations	4,840
Total Labor Estimate		$37,560
Plus: Expenses		$1,805
Total Utility Rate Update Fee Estimate		**$39,365**

HDR is willing to enter into a "not to exceed" contract of $39,365 to be billed on a monthly time and materials basis. Any additional work outside of the proposed scope of services will be provided on a time and material basis based on the current hourly rates. Provided below is a summary of the current hourly billing rates

Individual	Project Role	$/Hour Rate
Shawn Koorn	Project Manager	$215.00/hour
Tom Gould	Project Principal/QC	$280.00/hour
Judy Dean	Senior Financial Analyst	$155.00/hour
Kristina Larkey	Financial Analyst	$100.00/hour
Support Staff	Project Assistance	$100.00/hour

Should additional HDR staff be necessary they will be billed at their current hourly billing rates. For any additional services HDR and the City will develop a scope and fee estimate prior to the start of the additional services.

Summary

This completes our scope of services and fee estimate for the City's requested analyses. Should you have any questions or require additional information or detail regarding this request, please do not hesitate to contact me.

Sincerely,

HDR ENGINEERING, INC.

Shawn Koorn
Associate Vice President