



CITY COUNCIL AGENDA

Council Chambers, 865 SE Barrington Drive

January 5, 2016

6:00 PM

CALL TO ORDER

Invocation - Led by Mayor Severns

Pledge of Allegiance - Led by Mayor Severns

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- a. Proclamations
- b. Honors & Recognitions
 - i. Life Saving Award - Officer Steve Nordstrand
- c. Community Presentations

3. CITIZEN COMMENT PERIOD

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

4. CONSENT AGENDA

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

Consent Items

- a. Minutes of the Regular Council Meeting on December 15, 2015, and Workshop Meeting on December 16, 2015.
- b. Approval of Accounts Payable Vouchers and Payroll Checks
- c. Resolution 16-01: Amending the Oak Harbor Police Department Master Fee Schedule
- d. Whatcom County Sheriff's Office Mini Chain Agreement
- e. Perkins Coie, LLP Engagement Letter - Legal Counsel for the Clean Water Facility

- f. Guardian Security Alarm Systems - Contract Addendum

5. STAFF, MAYOR & COUNCIL COMMENTS

- a. City Administrator
 - i. Select Mayor Pro Tempore
 - ii. 2016 City Council Workshop Meeting Schedule
 - iii. Clean Water Facility Project Update by City Staff
 - iv. 2016 Whidbey Island Marathon Update by Race Director
- b. Mayor
- c. Councilmembers

6. PUBLIC HEARINGS & MEETINGS

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

- a. None

7. ORDINANCES & RESOLUTIONS

- a. Resolution 16-02: 2016 Legislative Priorities

8. CONTRACTS & AGREEMENTS

- a. None

9. OTHER ITEMS FOR CONSIDERATION

- a. None

10. REPORTS & DISCUSSION ITEMS

- a. Appointment - Lodging Tax Advisory Committee Chair
- b. Appointment - Island Transit Board of Directors

11. EXECUTIVE SESSION

- a. None

ADJOURN

It is the policy of the City to assure disabled persons the opportunity to participate in or benefit from City services. Where possible the City will provide reasonable accommodation in compliance with WLAD, ADA, and any other applicable laws. Requests for accommodation should be made two (2) days in advance of the scheduled meeting by contacting the City Clerk at (360) 279-4539.

City of Oak Harbor
City Council Agenda Bill

Bill No. 2.b.i
Date: January 5, 2016
Subject: Life Saving Award - Officer
Steve Nordstrand

FROM: Edgar J. Green, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

N/A

BACKGROUND / SUMMARY INFORMATION

On May 30, 2015 Officer Nordstrand received a call involving a suicidal male. The incident was in the public accessible portion of US Navy Housing. The male had sent a text to his estranged wife telling her that he was going to hang himself, also sending her a picture of himself with a noose around his neck in a laundry room in the interior of his respective home. Believing the subject was serious and taking significant steps to take his life, the estranged wife called the police.

Oak Harbor Police and US Navy Security Police were dispatched; Officer Nordstrand and Sgt. Niuro arrived first. Officer Nordstrand discovered the exterior doors were locked, but found a garage door opener in an unlocked vehicle. Using it he gained access to the garage and an interior door. By this time US Navy Security Police arrived.

While this was happening Island Communications (ICOM) had managed to get the suicidal male on the phone and he had told them that if an officer “kicked in his door he would jump” (from a second story window with the noose around his neck).

Regardless of the statements Officer Nordstrand and the other officers managed to find a key for the house door and gained entry. Officer Nordstrand immediately went to the male, who was sitting on a window sill of the laundry room with a rope noose around his neck tied to adjacent wall.

He recognized the severity of the situation, stopped and immediately started talking to the male while slowly making his way into the laundry room. He kept the male occupied while the other officers cut the rope (unknown to the male). Officer Nordstrand managed to talk to the male for a significant amount of time and eventually convinced the male to let him take the noose off of his neck in exchange for a cigarette. Officer Nordstrand convinced the male to come back inside the house and to walk out to the waiting medic car to be transported to the hospital to visit with a mental health professional.

Officer Nordstrand's proximity to the subject and his actions put himself in peril; had the male opted to jump with Officer Nordstrand's hands on the noose he would have gone out of the window with the male and fallen to the ground below.

Officer Nordstrand placed the life of this troubled male above his own, risking injury or death to make sure the male got the help he needed.

It is these types of actions that define us as the human beings that make up this police department. As a community we are forever in the debt of Officer Nordstrand. Because of his actions on May 30, 2015 an Oak Harbor resident lived and was able to get the assistance he needed.

LEGAL AUTHORITY

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.a
Date: January 5, 2016
Subject: Minutes of the Regular Council Meeting on December 15, 2015, and Workshop Meeting on December 16, 2015.

FROM: Dr. Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approve minutes as presented.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [12/15/2015 Regular Meeting Minutes](#)
2. [12/16/2015 Workshop Meeting Minutes](#)

Oak Harbor City Council
Regular Meeting Minutes
December 15, 2015

CALL TO ORDER

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

ROLL CALL

City Council Present:

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

Staff Present:

City Administrator/Finance Director Dr. Merriman
City Attorney Nikki Esparza
Public Works Director Cathy Rosen
Development Services Director Steve Powers
City Engineer Joe Stowell
Project Engineer Brett Arvidson
Senior Planner Cac Kamak
Chief of Fire Ray Merrill
Chief of Police Ed Green
Executive Assistant to Police Chief Meg Massey
Economic Development Coordinator Barbara Spohn
Executive Assistant to Mayor Kellye Mazzoli
City Administrator Executive Assistant Nicole Tesch
City Clerk Anna Thompson

Mayor Scott Dudley was absent.

CALL TO ORDER

Celia Horton, Senior Elder of Grace by the Sea Anglican Church, provided the invocation, and Mayor Pro Tem Paggao led the pledge of allegiance.

APPROVAL OF AGENDA

Motion: Councilmember Almberg moved to approve the Agenda as presented, motion seconded by Councilmember Campbell, and the motion was unanimously approved.

PRESENTATIONS

Honors and Recognition

The Honorable William H. Hawkins led the Oath of Office for Councilmember Hizon, Councilmember Beth Munns, Councilmember Rick Almberg and Mayor-elect Robert Thomas (Bob) Severns.

Mayor Pro Tem Paggao called a recess at 6:13 p.m. to allow members of the public to congratulate the newly elected officials. The meeting reconvened at 6:21 p.m.

Community Presentations

Police Chief Ed Green provided the 2015 Annual Police Community Advisory Board (CAB) Presentation.

CITIZEN COMMENT PERIOD

Mayor Pro Tem Paggao opened the Citizen Comment Period at 6:31 p.m.

Citizens Speaking

Hal Hovey
Matt Plush

After all comments were provided, the Citizen Comment period was closed at 6:34 p.m.

CONSENT AGENDA

- a. Minutes of the Economic Development Special Meeting on November 24, 2015; the Regular City Council Meeting held on December 1, 2015, and Auditor's Exit Conference Special Meeting on December 4, 2015
- b. Approval of Accounts Payable and Check Numbers
- c. Resolution 15-41: Update the Police Department Fee Schedule
- d. Resolution 15-44: Mainstreet - Intent to Allocate Public Utility Tax
- e. Authorize the WAIF Agreement for Animal Control Facility Services
- f. Agreement with Whidbey General Hospital for EMS Services
- g. Authorize the Amendment to Public Works Trust Fund Loan #PC-12-951-048
- h. Authorize City Administrator to sign Department of Commerce Agreement #CD16-96503-002
- i. Authorize the City Administrator to sign Contracts with the 2% Lodging Tax 2016 Grant Recipients – *Joint 2% Advisory Board for Whidbey & Camano Islands, Oak Harbor Music Festival, Whidbey Island Marathon, Chamber of Commerce, PBY Memorial Foundation*
- j. Authorize Contract Amendment No. 3 with HDR Engineering for Rate Study Assistance
- k. *Clean Water Facility - Hoffman GMP No. 4, Change Order No. 1 - Increase the size and pre-drill the Sheet Piles for the Project*

Councilmember Hizon pulled Consent Agenda Item 4.k for discussion.

Motion: Councilmember Hizon moved to approve Consent Agenda Items a. through j. as presented, motion seconded by Councilmember Servatius, motion passed by unanimously vote.

C/A 4.k Clean Water Facility - Hoffman GMP No. 4, Change Order No. 1 - Increase the size and pre-drill the Sheet Piles for the Project

City Engineer Joe Stowell provided the staff report on the Change Order item.

C/A 4.k Clean Water Facility - Hoffman GMP No. 4, Change Order No. 1 - Increase the size and pre-drill the Sheet Piles for the Project

Motion: Councilmember Hizon moved to approve Consent Agenda Item 4.k, seconded by Councilmember Munns, unanimously approved.

STAFF, MAYOR & COUNCIL COMMENTS

City Administrator

Dr. Merriman announced that the Council may be interested in a vacant position on the Public Works Board, one of the Governor's Commissions.

The last City Council Special Meeting will be the Council Workshop on Wednesday, December 16th from 1:00 - 5:00 p.m.

Clean Water Facility Project Update by City Staff

City Engineer Joe Stowell provided the Council with an update on the Clean Water Facility Project.

Mayor

Mayor Pro Tem Paggao wished citizens a Happy Holidays.

Councilmembers

Councilmember Munns provided an update from the last AWC meeting regarding legislative priorities for 2016.

Councilmember Campbell announced that the Council passed a Resolution awarding 2% lodging Tax monies to Grant Applicants at a former Council Meeting. He commented that the Clean Air Agency is working hard to maintain clean air on Whidbey Island.

Councilmember AlMBERG wished staff and citizens a Merry Christmas and Happy New Year. He provided an update on the Board of Island Transit.

Councilmember Severns thanked Judge Hawkins and staff for preparing the Oath of Office Ceremony and also thanked the citizens in attendance for their support.

Councilmember Servatius wished everyone a Merry Christmas. He commented that the Whidbey Island Bicycle Club's Thansgiven'er Cyclo Cross Race, held at Ft. Nugent Park, was a success. Mr. Servatius added that Whidbey Island Bicycle Club treated Ft. Nugent Park with respect and cleaned up after the race. Mr. Servatius reminded the public that the City is still accepting donations for Centennial Oak Grove Trees.

Councilmember Hizon commended the Chamber for the New Year's fireworks event. Ms. Hizon thanked all of our advisory boards and volunteers for serving our community.

PUBLIC HEARINGS & MEETINGS

Resolution 15-42: Property Disposition of the Clean Water Facility

The item was presented by Development Services Director Steve Powers

Public Hearing was opened at 7:12 p.m., no comments, closed at 7:12 p.m.

Resolution 15-42: Property Disposition of the Clean Water Facility

Motion: Councilmember Munns moved to adopt Resolution 15-42. The motion was seconded by Councilmember Campbell, unanimously approved.

ORDINANCES & RESOLUTIONS

Resolution 15-34: Inclusion of a Community Use Room into the Clean Water Facility

Joe Stowell City Engineer and Jeff McGraw of MWA Architects presented the Community Room Drawings for Council.

Tom Peterson of Hoffman Construction presented cost estimates of the proposed Community Room.

City Administrator/Finance Director Dr. Merriman explained the cost estimates for the Community Room relating to the City's Budget.

The item was opened for public comment at 7:35 p.m.

Public Comments

Christine Cribb, Executive Director of the Oak Harbor Chamber of Commerce
Hal Hovey
Susan Myers
Larry Munns
Margaret Burton
Celine Servatius

After all comments were given, the comment period was closed at 7:44 p.m.

Councilmembers asked follow-up questions.

Resolution 15-34: Inclusion of a Community Use Room into the Clean Water Facility

Motion: Councilmember Servatius moved to adopt Resolution 15-34 as presented, seconded by Councilmember Hizon, majority approved.

Councilmembers Severns, Almberg and Campbell voted against the motion.

ADJOURN

Motion: Councilmember Campbell moved to adjourn, seconded by Councilmember Servatius, unanimously approved.

Meeting adjourned at 8:52 p.m.

Anna M. Thompson, City Clerk

Oak Harbor City Council
Workshop Meeting Minutes
December 16, 2015 – 1:00 p.m.

ROLL CALL

City Council Present:

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

Staff Present:

City Administrator and Finance Director
Dr. Merriman
Development Services Director Steve Powers
Public Works Director Cathy Rosen
Chief of Police Ed Green
Economic Development Coordinator Barbara Spohn
Executive Assistant to the Mayor Kellye Mazzoli

Mayor Dudley was absent.

Consultants Present

Erin Taylor – EnviroIssues
Zak Ambrose – EnviroIssues
Gill Williams – Greenworks
Jennifer D’Avano – Greenworks
Jeff McGraw – MWA Architects

1. Call to Order

Mayor Pro Tem Paggao called the meeting to order at 1:00 p.m.

Councilmembers and staff introduced themselves.

2. Discussion of the Windjammer Park integration Plan

Development Director Steve Powers introduced the Windjammer Park Integration Plan. Gil Williams of Greenworks discussed past Windjammer Park efforts and studies.

Erin Taylor with Enviroworks introduced discussion points to define a starting point for park program elements and themes.

Discussion among Councilmembers.

3. Discussion of the Citizen Advisory Group Formation

Erin Taylor led the discussion regarding Community Advisory group process and formation.

Discussion among Councilmembers.

Ms. Taylor closed with next steps on the Community Advisory Group.

4. Adjournment

Meeting adjourned at approximately 4:35 p.m.

Anna M. Thompson, City Clerk

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

Bill No. C/A 4.b
Date: January 5, 2016
Subject: Approval of Accounts Payable
Vouchers and Payroll Checks

FROM: Dr. Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

I move to approve:

Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers and Check Numbers listed in the Background/ Summary Information section below.

BACKGROUND / SUMMARY INFORMATION

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

The following Voucher and Check Numbers are submitted for approval:

Accounts Payable Voucher Numbers:

- Voucher Numbers 164752 through 164957 in the amount of \$1,368,883.37.

Payroll Check Numbers:

- Direct Deposit check numbers 36517 through 36802.
- EFT check numbers 765 through 772.
- Payroll check numbers 98496 through 98591.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164752	12/18/2015	0008049 BULLEN, BRIAN	Ref000229408		UB Refund Cst #00165535	116.65
Total :						116.65
164753	12/18/2015	0004906 CHURCHILL RENTAL	Ref000229403		UB Refund Cst #00124376	2.52
			Ref000229405		UB Refund Cst #00138275	4.13
Total :						6.65
164754	12/18/2015	0005707 DUGGAN, JUDY	Ref000229406		UB Refund Cst #00152650	131.21
Total :						131.21
164755	12/18/2015	0008044 GATES, HAROLD	Ref000229399		UB Refund Cst #00123111	182.78
Total :						182.78
164756	12/18/2015	0008050 HAYDE, JACOB	Ref000229409		UB Refund Cst #00165711	31.97
Total :						31.97
164757	12/18/2015	0008046 HEATH, RALPH OR KATHY	Ref000229401		UB Refund Cst #00123824	264.26
Total :						264.26
164758	12/18/2015	0008043 LAYPORT, LEE	Ref000229398		UB Refund Cst #00123070	117.12
Total :						117.12
164759	12/18/2015	0008047 MOREHEAD, KURT OR SHARON	Ref000229402		UB Refund Cst #00124167	151.30
Total :						151.30
164760	12/18/2015	0008042 MULESKINNERS, LLC	Ref000229396		UB Refund Cst #00168202	93.07
Total :						93.07
164761	12/18/2015	0008045 PATENAUDE, JENNIFER	Ref000229400		UB Refund Cst #00123395	32.42
Total :						32.42
164762	12/18/2015	0007843 REMAX	Ref000225002		UB Refund Cst #00166738	127.70
			Ref000225782		UB Refund Cst #00166052	39.22
Total :						166.92
164763	12/18/2015	0008048 RINGELSTETTER, GREG	Ref000229407		UB Refund Cst #00156387	296.30

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164763	12/18/2015	0008048 0008048 RINGELSTETTER, GREG	(Continued)			Total : 296.30
164764	12/18/2015	0001365 TARA PROPERTIES	Ref000229397		UB Refund Cst #00121211	3.46
						Total : 3.46
164765	12/18/2015	0001391 WINDERMERE	Ref000229404		UB Refund Cst #00125315	8.69
						Total : 8.69
14 Vouchers for bank code : bank						Bank total : 1,602.80
14 Vouchers in this report						Total vouchers : 1,602.80

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164766	12/18/2015	0007910 ISLAND DIVE SERVICES	33		FLOATATION BLOCKS	348.48
					Total :	348.48
164767	12/18/2015	0008057 HUERTA, JACKIE	238		CATERING SERVICES	1,096.00
					Total :	1,096.00
164768	12/18/2015	0008058 SALTY DOG WOODWORKS	120815		WOOD ORNAMENTS	1,708.76
					Total :	1,708.76
164769	12/18/2015	0008059 LONG, THOMAS	3871		MOORAGE REFUND	212.00
					Total :	212.00
164770	12/30/2015	0000960 REVENUE, WASHINGTON STATE DEPT OF	120215		SALES/USE TAX	48,389.63
					Total :	48,389.63
164771	12/30/2015	0008069 A-1 MOBILE LOCK & KEY	50978		KEY/CYLINDERS	733.46
					Total :	733.46
164772	12/30/2015	0007449 A-1 PERFORMANCE, INC	23496 23838		REIMBURSABLE EXPENSES REIMBURSABLE EXPENSES	185.46 263.60
					Total :	449.06
164773	12/30/2015	0000005 A-1 TOWING	55789		TOWING SERVICES	70.65
					Total :	70.65
164774	12/30/2015	0000984 AGRICULTURE, WASHINGTON STATE DEPT (121515		RENEWALS	198.00
					Total :	198.00
164775	12/30/2015	0000028 ALL ISLAND LOCK & KEY	25361 26011 52519 52540		KEYS KEYS SERVICE CALL KEYS/LOCK REPAIR	13.60 15.59 54.35 56.35
					Total :	139.89
164776	12/30/2015	0000029 ALL PHASE ELECTRIC SUPPLY	952-778017		TIMER RELAY	396.28
					Total :	396.28

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164777	12/30/2015	0001609 ALL QUALITY STITCHES	598		JACKETS	814.15
Total :						814.15
164778	12/30/2015	0008073 AMERESCO, INC	1		LIGHTING UPGRADES	355,575.15
			1R		LIGHTING UPGRADES	120,646.18
			2		LIGHTING UPGRADES	172,972.18
			2R		LIGHTING UPGRADES	43,840.35
Total :						693,033.86
164779	12/30/2015	0002044 ANACORTES.NET/HOW IT WORKS	36387		WEB HOSTING	15.95
			36422		DEC 2015/WEB HOSTING	75.00
Total :						90.95
164780	12/30/2015	0004019 ASSOCIATED PETROLEUM PRODUCTS	0827896-IN		FUEL	5,291.05
			0836674-IN		FUEL	2,878.42
			809194R-IN		FUEL	9,068.08
Total :						17,237.55
164781	12/30/2015	0000064 AVANTI INTERNATIONAL	32968		CARTRIDGES	2,366.00
Total :						2,366.00
164782	12/30/2015	0000065 AVOCET ENVIRONMENTAL TESTING	1504388-IN		TESTING	122.00
Total :						122.00
164783	12/30/2015	0006453 BARNEY, PHYLLIS	1		TRAVEL REFUND	20.00
Total :						20.00
164784	12/30/2015	0004733 BARRON HEATING & AIR COND, INC	171219		HEATER REPAIR	97.83
Total :						97.83
164785	12/30/2015	0000081 BAY PRINTING	24008		TRAVEL RECEIPTS/GENERAL PURPOS	345.67
Total :						345.67
164786	12/30/2015	0001866 BECKER, RON	1		TRAVEL REFUND	40.00
Total :						40.00
164787	12/30/2015	0000094 BERG VAULT COMPANY	65818		METER BOXES/RISERS	643.41

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164787	12/30/2015	0000094 0000094 BERG VAULT COMPANY			(Continued)	Total : 643.41
164788	12/30/2015	0003980 BHC CONSULTANTS	0007315		PROF SVC/TEMPORARY BUILDING INS	396.77
						Total : 396.77
164789	12/30/2015	0008068 BINTLIFF, GERI	1		TRAVEL REFUND	38.00
						Total : 38.00
164790	12/30/2015	0007363 BLAKELY, JOAN	1		TRAVEL REFUND	20.00
			1		TRAVEL REFUND	10.00
						Total : 30.00
164791	12/30/2015	0000111 BOARD FOR VOLUNTEER	123115		RELIEF AND PENSION ACT	1,230.00
						Total : 1,230.00
164792	12/30/2015	0000112 BOB BARKER COMPANY, INC	WEB000403626		TOOTHPASTE	125.86
						Total : 125.86
164793	12/30/2015	0004642 BRAINARD, JENNIFER	121415		MUNICIPAL COURT PRO TEM	707.76
						Total : 707.76
164794	12/30/2015	0002943 BRAUNSTEIN, ANGELA	EXP REIMB		EXP REIMB	15.00
						Total : 15.00
164795	12/30/2015	0006660 BURROWS BAY ASSOCIATES	7896		ADVERTISING	225.00
						Total : 225.00
164796	12/30/2015	0006565 CAMERON, BETTY	1		TRAVEL REFUND	60.00
						Total : 60.00
164797	12/30/2015	0000627 CAPITAL ONE COMMERCIAL	582117		SUPPLIES	474.11
						Total : 474.11
164798	12/30/2015	0000153 CASCADE COLUMBIA DISTRIBUTION	656559		SODIUM FLUORIDE	2,737.66
						Total : 2,737.66
164799	12/30/2015	0000150 CASCADE NATURAL GAS	08793000004		NATURAL GAS/POLICE STATION	440.37
			11829220273		NATURAL GAS/208	77.33

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164799	12/30/2015	0000150	CASCADE NATURAL GAS		(Continued)	
			13275491754		NATURAL GAS/205	17.36
			36624000000		NATURAL GAS/FIRE STATION	1,283.57
			40661045647		NATURAL GAS/ANIMAL SHELTER	243.51
			45420760055		NATURAL GAS/202	74.80
			58793000009		NATURAL GAS/CITY HALL	565.49
			62337906945		NATURAL GAS/204	320.64
			67984882349		NATURAL GAS/209	71.42
			80434000008		NATURAL GAS/CITY SHOP	1,642.20
			82193000005		NATURAL GAS/ANNEX	69.77
			90134000000		NATURAL GAS/ADULT CARE CENTER	86.51
					Total :	4,892.97
164800	12/30/2015	0007143	CASTILLO, KITTY	1	TRAVEL REFUND	20.00
					Total :	20.00
164801	12/30/2015	0000170	CHIEF SUPPLY		EXTRICATION SHORT	241.09
			413193		TUBULAR WEB	98.24
			417628		EXTRICATION SHORT	78.00
					Total :	417.33
164802	12/30/2015	0000188	CODE PUBLISHING COMPANY		MUNICIPAL CODE UPDATES	334.83
			51553		MUNICIPAL CODE UPDATES	288.80
			51648			
					Total :	623.63
164803	12/30/2015	0005773	COMCAST	8498300290363841	INTERNET	228.98
					Total :	228.98
164804	12/30/2015	0000197	CONCRETE NORWEST	1440519	CONCRETE	177.73
					Total :	177.73
164805	12/30/2015	0000201	CORAL SALES COMPANY	INV-B0053919	TRAFFIC COUNTERS/COVERS	4,527.36
					Total :	4,527.36
164806	12/30/2015	0008060	CORENET GLOBAL	237277	REGISTRATION/SPOHN	995.00
			50619		MEMBERSHIP RENEWAL	850.00
					Total :	1,845.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164807	12/30/2015	0008053 CORWIN FORD TRI-CITIES	301796		VEHICLE	25,011.67
			301797		VEHICLE	25,011.67
Total :						50,023.34
164808	12/30/2015	0000220 CUMMINS NORTHWEST, INC	001-82219		TURBO	-1,358.75
			001-82495		GASKETS	32.59
			001-83560		HEATER	50.52
			001-84254		SEALS	33.94
			001-84450		SEAL	23.15
			007-77142		COOLER REPAIRS	1,739.77
			018-4835		TUBE	126.06
Total :						647.28
164809	12/30/2015	0000223 CWA CONSULTANTS, PS	15-360		PLAN REVIEW/CLEAN WATER FACILITY	4,257.50
Total :						4,257.50
164810	12/30/2015	0007908 CXTEC	6805353		GLOBAL PHONE KEYS	307.10
Total :						307.10
164811	12/30/2015	0000234 DAVID EVANS & ASSOCIATES, INC	367668		PROF SVC/VETERANS MEMORIAL PAR	3,292.64
Total :						3,292.64
164812	12/30/2015	0000247 DIAMOND RENTALS	1-500608-47		PORTABLES	60.00
			1-500619-47		PORTABLES	60.00
			1-509920-31		PORTABLES	60.00
			1-521402-15		PORTABLES	120.00
			1-525642-8		PORTABLES	185.00
			1-525643-8		PORTABLES	60.00
			1-525643-9		PORTABLES	60.00
			1-530170A		FUEL CHARGE	25.93
			1-530333-2		PORTABLES	120.00
			1-530334-2		PORTABLES	60.00
			1-530334-3		PORTABLES	60.00
			1-531868		PORTABLES	60.00
			1-532074-2		PORTABLES	480.00
Total :						1,410.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164813	12/30/2015	0008070 DISA GLOBAL SOLUTIONS, INC	915963 932024		HEARING TESTS HEARING TESTS	3,948.50 300.00
Total :						4,248.50
164814	12/30/2015	0007806 DOUBLETREE	33727		HOTEL ACCOMMODATIONS/STOWELL	189.26
Total :						189.26
164815	12/30/2015	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	121515		CERTIFICATION RENEWALS	180.00
Total :						180.00
164816	12/30/2015	0000273 EDGE ANALYTICAL, INC	15-26429		TESTING	300.00
Total :						300.00
164817	12/30/2015	0004944 ELKHART BRASS MFG CO, INC	625913		VALVE INTAKE REPAIR	470.46
Total :						470.46
164818	12/30/2015	0001666 ENVIRO-CLEAN EQUIPMENT	5185707 5186552 5187861		SWITCH ACTUATOR/SWITCH BOOM KEEPER SHIPPING	205.26 73.39 21.97
Total :						300.62
164819	12/30/2015	0001078 EVERGREEN SAFETY COUNCIL	070429		FIRST AID CERTIFICATION	700.05
Total :						700.05
164820	12/30/2015	0008074 EZCHILDID.COM	12097		CHILD ID SYSTEM	5,078.00
Total :						5,078.00
164821	12/30/2015	0002900 FASTENAL	WAOAK21664 WAOAK21753		CABLE TIES BLUE GLOSS	9.86 4.18
Total :						14.04
164822	12/30/2015	0007405 FISCHER, MARIA	1		TRAVEL REFUND	20.00
Total :						20.00
164823	12/30/2015	0007141 FREEDOM PROPERTIES, LLC	121515 121515A 123115		2ND HALF 2014/PROPERTY TAXES 2ND HALF 2015/PROPERTY TAXES DEC 2015/ANIMAL SHELTER	716.43 709.62 2,500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164823	12/30/2015	0007141 0007141 FREEDOM PROPERTIES, LLC	(Continued)			Total : 3,926.05
164824	12/30/2015	0000355 FRONTIER	007-9244		CURRENT PHONE CHARGES	258.72
			279-0841		CURRENT PHONE CHARGES	77.82
			279-2236		CURRENT PHONE CHARGES	112.72
			675-2111		CURRENT PHONE CHARGES	70.23
			675-3121		CURRENT PHONE CHARGES	64.45
			675-6794		CURRENT PHONE CHARGES	59.10
			679-5551		CURRENT PHONE CHARGES	182.68
			679-8702		CURRENT PHONE CHARGES	75.44
			770-2694		CURRENT PHONE CHARGES	35.11
			770-2715		CURRENT PHONE CHARGES	28.80
					Total :	965.07
164825	12/30/2015	0000326 FRONTIER BUILDING SUPPLY	117028		UTILITY SPF MIX	18.21
			119130		SCREEN/COUNTER EDGE	98.06
			119384		FENCING	22.60
					Total :	138.87
164826	12/30/2015	0000329 GALLS	004499290		REPLACEMENT BATTERY	912.12
					Total :	912.12
164827	12/30/2015	0000329 GALLS	004511665		BOOTS	55.93
			004564880		PANTS	380.40
					Total :	436.33
164828	12/30/2015	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	876.56
					Total :	876.56
164829	12/30/2015	0008062 GAVIN, GEORGINE	1		TRAVEL REFUND	20.00
					Total :	20.00
164830	12/30/2015	0000340 GIFFORD, KATHY	EXP REIMB		EXP REIMB	68.24
			EXP REIMB		EXP REIMB	19.01
					Total :	87.25
164831	12/30/2015	0008063 GILMORE, GREY	1		TRAVEL REFUND	20.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164831	12/30/2015	0008063 0008063 GILMORE, GREY			(Continued)	Total : 20.00
164832	12/30/2015	0007997 GOLDSTREET DESIGN AGENCY, INC	00002510		STORMWATER BROCHURES	2,134.87
						Total : 2,134.87
164833	12/30/2015	0001444 GOVERNMENT FINANCE OFFICERS	2806230		ADVERTISING/FINANCE DIRECTOR	150.00
						Total : 150.00
164834	12/30/2015	0005207 GRACE INDUSTRIES, INC	1512223		HYDROCARBON DETECTOR REPAIRS	196.85
						Total : 196.85
164835	12/30/2015	0000349 GRAINGER	9905746765 9906428017 9912572774 9912572782 9914372108 9919638834 9920019636		BATTERY PACK/CHAIN HOIST ADAPTER UNION/ROPE BALL VALVE PRESSURE GUAGE ADAPTER/UNION/GATE VALVE/CABLE ELBOWS	530.73 20.74 111.55 285.45 109.64 421.20 36.07
						Total : 1,515.38
164836	12/30/2015	0008075 GRANITE CONSTRUCTION SUPPLY	262_00061634		SIGN STAND/SIGNS	1,982.69
						Total : 1,982.69
164837	12/30/2015	0002940 GRAY & OSBORNE, INC	15637.00-0000001		PROF SVC/10-INCH PIPELINE BRIDGE	547.06
						Total : 547.06
164838	12/30/2015	0000999 GRCC/WW	121515		CERTIFICATION RENEWAL	84.00
						Total : 84.00
164839	12/30/2015	0000345 GREATER OAK HBR CHAMBER OF COM	120915		REIMBURSEMENT	13,413.75
						Total : 13,413.75
164840	12/30/2015	0004974 GREEN LIGHT SOLUTIONS	8356		MAINTENANCE & INSPECTIONS	940.00
						Total : 940.00
164841	12/30/2015	0002747 GUARDIAN SECURITY	624642 625372		ALARM SERVICES FIRE SYSTEM SERVICES	236.97 236.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164841	12/30/2015	0002747 0002747 GUARDIAN SECURITY			(Continued)	Total : 473.94
164842	12/30/2015	0004126 HABEEB, HEATHER	1		TRAVEL REFUND	21.00
						Total : 21.00
164843	12/30/2015	0000694 HD SUPPLY WATERWORKS	E888101		RUBBER IOWA FOR MAIN VALVE	119.20
						Total : 119.20
164844	12/30/2015	0005515 HDR ENGINEERING, INC	00464984-H		PROF SVC/UTILITY RATE AND FEE UPI	1,794.94
						Total : 1,794.94
164845	12/30/2015	0000382 HELTSLEY, RAY	EXP REIMB EXP REIMB2		EXP REIMB EXP REIMB	59.76 87.41
						Total : 147.17
164846	12/30/2015	0007709 HOFFMAN CONSTRUCTION COMPANY	CWFC07 OFC07 P12		PROF SVC/CLEAN WATER FACILITY PROF SVC/OUTFALL PROF SVC/CLEAN WATER FACILITY	183,898.24 15,718.67 22,827.90
						Total : 222,444.81
164847	12/30/2015	0000253 ID TECHNOLOGY SERVICES	15040567		MONITORS	442.18
						Total : 442.18
164848	12/30/2015	0005872 IMPAIRED DRIVING IMPACT PANEL	111615 120415		DUI/UNDERAGE DRINKING PREVENTIC DUI/UNDERAGE DRINKING PREVENTIC	166.67 166.67
						Total : 333.34
164849	12/30/2015	0000417 INDUSTRIAL BOLT & SUPPLY	603028-2 604638-1		ELBOW TIES/CONNECTORS/SOCKETS/HOOKS	18.51 451.05
						Total : 469.56
164850	12/30/2015	0007465 INKTECHNOLOGIES.COM	0931766-IN		TONER CARTRIDGES	108.00
						Total : 108.00
164851	12/30/2015	0001756 INTERNATIONAL MUNICIPAL SIGNAL	121515 121515A		MEMBERSHIP CERTIFICATION RENEWAL	225.00 40.00
						Total : 265.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164852	12/30/2015	0000401 ISLAND COUNTY AUDITOR	0089505 B0038301		ORDINANCE RECORDING FEES 2015 VOTER REG SERVICES	150.00 20,237.25 Total : 20,387.25
164853	12/30/2015	0004410 ISLAND COUNTY PUBLIC HEALTH	1503		HEPATITIS IMMUNIZATIONS	706.00 Total : 706.00
164854	12/30/2015	0000415 ISLAND DISPOSAL	120115A 4180491		NOV 2015/COLLECTION CHARGES RECYCLING	16,004.73 102.41 Total : 16,107.14
164855	12/30/2015	0000441 ISLAND SYSTEMS	238393		WATER/MARINA	35.75 Total : 35.75
164856	12/30/2015	0006362 KBA, INC	3002536		PROF SVC/CLEAN WATER FACILITY	40,229.74 Total : 40,229.74
164857	12/30/2015	0008061 KENDALL CONSTRUCTION	120815		DUMPSTER DEPOSIT REFUND	958.08 Total : 958.08
164858	12/30/2015	0008064 KIMES, CHUCK	1		TRAVEL REFUND	40.00 Total : 40.00
164859	12/30/2015	0000487 KROESEN'S INC	29382		SHIRTS/SWEATERS	140.77 Total : 140.77
164860	12/30/2015	0000979 LES SCHWAB	41400219685		TIRES	46.57 Total : 46.57
164861	12/30/2015	0004502 LEXISNEXIS RISK DATA MANAGE	1404645-20151130		NOV 2015/MINIMUM COMMITMENT	54.35 Total : 54.35
164862	12/30/2015	0000950 LICENSING, WASHINGTON STATE DEPT OF	121415		NOTARY/TESCH	30.00 Total : 30.00
164863	12/30/2015	0007969 LITTLEFIELD, CONNIE	1		TRAVEL REFUND	20.00 Total : 20.00

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164864	12/30/2015	0000221 LN CURTIS & SONS	2129868-00		PARTS	835.62
			2130878-00		TIES	585.34
			2131622-00		STRIKER TORRENT	380.46
			2131699-00		PANTS	191.67
			8502486-00		BALL CAP	27.18
					Total :	2,020.27
164865	12/30/2015	0001909 LONG, JAY	1		DRIVING SERVICES	84.00
			1		DRIVING SERVICES	99.00
			1		MANAGEMENT SYSTEM	90.00
					Total :	273.00
164866	12/30/2015	0000522 LUEHR, TOM	1		DRIVING SERVICES	114.00
					Total :	114.00
164867	12/30/2015	0002729 MAILFINANCE	N5665824		LEASE PAYMENT	610.53
					Total :	610.53
164868	12/30/2015	0000530 MAILLIARD'S LANDING NURSERY	109441		YARD WASTE	10.00
			109470		YARD WASTE	15.00
					Total :	25.00
164869	12/30/2015	0000540 MARINE SUPPLY & HARDWARE	0053056		STAPLES	128.03
					Total :	128.03
164870	12/30/2015	0000660 MARKET PLACE FOOD & DRUG	598160		GROCERIES	189.84
			598178		GROCERIES	187.23
			694847		GROCERIES	369.39
					Total :	746.46
164871	12/30/2015	0006072 MASTER'S TOUCH, LLC	P42517		NOV 2015/POSTAGE FOR LATE NOTICE	460.54
			P42518		NOV 2015/POSTAGE FOR STATEMENT	3,018.35
					Total :	3,478.89
164872	12/30/2015	0006072 MASTER'S TOUCH, LLC	42517		NOV 2015/MAILING SERVICES FOR LA1	264.36
			42518		NOV 2015/MAILING SERVICES FOR ST/	1,648.81
			d151787		STORAGE	1,447.01
			D151795		STORAGE	1,429.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164872	12/30/2015	0006072 0006072 MASTER'S TOUCH, LLC	(Continued)			Total : 4,789.93
164873	12/30/2015	0000545 MATTHEW BENDER & CO, INC	77745086		WA STATE ENVRN PLY ACT REL#27	268.60
						Total : 268.60
164874	12/30/2015	0007450 MAZZOLI, KELLYE	EXP REIMB		EXP REIMB	45.71
						Total : 45.71
164875	12/30/2015	0000560 MERRILLS CARPET CLEANING, INC	1067		CARPET CLEANING	910.00
						Total : 910.00
164876	12/30/2015	0000561 MERRIMAN, DOUGLAS	TRAVEL REIMB TRAVEL REIMB TRAVEL REIMB2 TRAVEL REIMB2		TRAVEL REIMB TRAVEL REIMB TRAVEL REIMB TRAVEL REIMB	143.75 248.50 101.50 106.95
						Total : 600.70
164877	12/30/2015	0000587 MOTOR TRUCKS, INC	MV125636		COOLER LINE SEAL	9.12
						Total : 9.12
164878	12/30/2015	0008071 MY SENIOR CENTER	7745		MANAGEMENT SYSTEM	2,081.81
						Total : 2,081.81
164879	12/30/2015	0007979 MYERS, JACK	1		TRAVEL REFUND	25.00
						Total : 25.00
164880	12/30/2015	0000624 NATIONAL LEAGUE OF CITIES	116200		MEMBERSHIP DUES	1,861.00
						Total : 1,861.00
164881	12/30/2015	0000612 NELSON PETROLEUM	0570529-IN		FUEL	88.06
						Total : 88.06
164882	12/30/2015	0007670 NETWORKFLEET, INC	OSV000000328005		MONTHLY SERVICE	243.49
						Total : 243.49
164883	12/30/2015	0003074 NICHOLS, DINA	EXP REIMB		EXP REIMB	26.04
						Total : 26.04

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164884	12/30/2015	0006974 NORTH AMERICAN RESUCE, LLC	IN199721		EXTRICATION DEVICE	65.00
Total :						65.00
164885	12/30/2015	0000610 NORTH CENTRAL LABORATORIES	365187		NITRIFICATION INHIBITOR/BUFFER SO	965.03
			365611		ANALYTICAL BALANCE	3,093.30
Total :						4,058.33
164886	12/30/2015	0000672 OAK HARBOR ACE	263005		COUPLE/ELBOW/NIPPLE	12.66
			264053		DEADBOLT/COVER	27.15
			264447		ELBOW	8.12
			264468		LUBE/SPRAYER	25.50
			264472		SCREWS	13.70
			264579		COUPLINGS/BUSHINGS	29.85
			264591		FUNNEL	3.03
			264602		ELBOW	-23.45
			264633		TUBES	168.46
			264641		TUBE/CONNECTORS	37.22
			264685		PAINT	34.77
			264714		DRILL BITS	15.50
			264725		FASTENERS/TAP	21.54
			264746		FASTENERS	4.57
			264753		BOLTS	29.29
			264778		CONNECTOR/VALVES/NIPPLE/PIPE	142.17
			264788		ANTI-FREEZE	48.81
			264792		WIRE	7.60
			264817		CEMENT/UNION/COUPLE/ADAPTERS/E	136.48
			264848		LTRIIG	175.55
			264849		LTRIIG	-26.63
			264851		FASTENERS	2.61
			264856		NAILS	14.12
			264915		FASTENERS/HOOK	11.88
			264930		ROPE/FASTENERS	17.32
			264977		PIPE	4.88
			264997		ELBOWS/CEMENT/TAPE	49.37
			265032		FASTENERS/NIPPLE/ADAPTER/PLUG	36.27
			265037		PLUG	2.49
			265041		CAP	2.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164886	12/30/2015	0000672 OAK HARBOR ACE	(Continued)			
			265077		FASTENERS	1.91
			265088		NIPPLES	5.20
			265114		HGLS	38.03
			265119		PRUNING BLADE	7.60
			265138		SILICONE	36.91
			265150		CHAIN LOOP	24.99
			265169		COUPLING/ELBOW	21.89
			265179		PP100	114.08
			265207		ELBOW	-7.79
			265225		SPRING/CLAMPS	24.95
			265228		TEST PLUG	7.59
			265237		FASTENERS	5.75
			265239		CONNECTOR/REDUCER/TEST PLUG	31.37
			265242		FASTENERS	-4.28
			265308		SNAPS	20.60
			265321		SWITCH	22.79
					Total :	1,385.13
164887	12/30/2015	0000668 OAK HARBOR AUTO CENTER	001-259078		OIL COOLER LINE	93.24
			001-259084		FILTERS	13.59
			001-259312		BELT	42.37
			001-259431		HEAVY DUTY EGR	750.69
			001-259440		MINI LAMP	3.35
			001-259467		CROWS FOOT	72.72
			001-259477		FILTERS	14.66
			001-259607		BEAM	14.41
			001-259608		BEAM	7.21
			001-259644		LIGHT BULB	19.84
			001-259724		CERAMIC ROTOR/OIL SEAL	150.32
			001-259812		MINI LAMP	11.66
			001-259818		FILTERS	8.86
			001-259869		BEAM	21.62
			001-259873		FILTERS	48.05
			001-259933		DRIP PANS	511.74
			001-260036		BRAKE LINING/ROTOR	105.96
			001-260074		WINDOW CRANK HANDLE	28.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164887	12/30/2015	0000668 OAK HARBOR AUTO CENTER	(Continued) 001-260301 001-260355 001-260426		WIRE JACK FILTERS	35.40 51.69 8.82 Total : 2,014.76
164888	12/30/2015	0006743 OAK HARBOR ELKS LODGE	123115		MARATHON SERVICES	3,000.00 Total : 3,000.00
164889	12/30/2015	0000676 OAK HARBOR POLICE DEPARTMENT	122415		PETTY CASH	73.07 Total : 73.07
164890	12/30/2015	0003007 OFFICE DEPOT	811640703001		BOOKCASES	86.94 Total : 86.94
164891	12/30/2015	0006945 OLSON, DALLAS	1		TRAVEL REFUND	20.00 Total : 20.00
164892	12/30/2015	0000089 OWEN EQUIPMENT COMPANY	00077929		SEALS	362.40 Total : 362.40
164893	12/30/2015	0002985 PACIFIC TIRE CO. INC	0094380 0094383 0094497 0094498 0094550 0094694 0094695 0094716		TIRES TIRES TIRES TIRES TIRES TIRES TIRES TIRES	90.06 111.76 2,103.60 848.43 1,057.12 1,524.26 1,524.26 557.74 Total : 7,817.23
164894	12/30/2015	0001349 PARTNER CONSTRUCTION PRODUCTS	7581		ROADSAVER TACK	3,913.20 Total : 3,913.20
164895	12/30/2015	0007610 PERKINS COIE, LLP	5413933		PROF SVC/CONSTRUCTION ADVICE	374.00 Total : 374.00
164896	12/30/2015	0000709 PERS	01138225		NOV 2015/UNFUNDED LIABILITY	26.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164896	12/30/2015	0000709 0000709 PERS			(Continued)	Total : 26.98
164897	12/30/2015	0008065 PETERSON, MARGARET	1		TRAVEL REFUND	20.00 Total : 20.00
164898	12/30/2015	0000710 PLATT ELECTRIC SUPPLY, INC	1287020		FUSE	28.24 Total : 28.24
164899	12/30/2015	0000724 PONY MAILING & BUSINESS CENTER	251917		SHIPPING	15.09 Total : 15.09
164900	12/30/2015	0008072 POSITIVE CONCEPTS	0180893-IN		POS THERMAL	245.00 Total : 245.00
164901	12/30/2015	0000730 POWELL, JANIS	121615		DRIVING SERVICES	78.00 Total : 78.00
164902	12/30/2015	0005069 PROFORCE LAW ENFORCEMENT	258749		22014-WA	1,007.61 Total : 1,007.61
164903	12/30/2015	0000746 PUGET SAFETY EQUIPMENT	0030606-IN		JACKETS	59.36 Total : 59.36
164904	12/30/2015	0000743 PUGET SOUND ENERGY	200000136776 200000919684 200000947859 200001097589 200001884218 200002036164 200002036719 200002036917 200002037097 200002037261 200002037501 200002170617 200002511539 200002723381 200003267636		ELECTRICITY/1301 SE CATALINA DR ELECTRICITY/1501 SE CITY BEACH ST ELECTRICITY/CITY SHOP ELECTRICITY/E BATH ELECTRICITY/1888 NE 5TH AVE PUMP ELECTRICITY/30505 ST ROUTE 20 ELECTRICITY/34777 STATE ROUTE 20 S ELECTRICITY/BTWN BAYSHORE DR & I ELECTRICITY/2000 SW SCENIC HEIGH ELECTRICITY/1780 SW SPRINGFILED C ELECTRICITY/3285 SW SCENIC HEIGH ELECTRICITY/552 NW CLIPPER DR ELECTRICITY/2075 SW FT ELECTRICITY/1500 S BEEKSMA DR CM ELECTRICITY/1000 SE IRELAND ST	38.41 10.21 2,302.35 13.17 21.70 181.12 47.90 150.93 29.04 10.82 119.92 10.21 12.12 132.45 18.07

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164904	12/30/2015	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200003459654		ELECTRICITY/1957 FORT NUGENT RD I	103.85
			200004342099		ELECTRICITY/650 NE 7TH AVE SEWAGI	29.17
			200004562878		ELECTRICITY/800 SE MIDWAY BLVD LI	108.15
			200004856627		ELECTRICITY/1577 NW 8TH AVE	10.21
			200005263310		ELECTRICITY/SMITH PARK	10.21
			200005461666		ELECTRICITY/1500 S BEEKSMA DR WK	11.40
			200005643446		ELECTRICITY/NEIL PK & HOLLAND GAF	31.54
			200005933094		ELECTRICITY/700 SE PIONEER WAY LA	5,327.59
			200006103952		ELECTRICITY/5941 STATE ROUTE 20	14.24
			200007268135		ELECTRICITY/SW ERIE ST BARRINGTC	173.54
			200007702943		ELECTRICITY/700 AV W & MIDWAY	148.25
			200007824192		ELECTRICITY/75 SE JEROME ST	10.21
			200008386993		ELECTRICITY/FABER ST & HARVEST D	10.77
			200008816189		ELECTRICITY/ANNEX	19.06
			200010322895		ELECTRICITY/2330 SW ROSARIO PL	37.10
			200010499248		ELECTRICITY/1948 NW CROSBY AVE	144.25
			200010499446		ELECTRICITY/1661 NE 16TH AVE SWRS	20.95
			200010530240		ELECTRICITY/651 SE BAYSHORE DR LI	63.31
			200010530802		ELECTRICITY/CITY BEACH PARK	59.87
			200010531024		ELECTRICITY/940 SE PIONEER WAY C/	216.43
			200010531172		ELECTRICITY/1300 NE BIG BERRY LOC	10.77
			200010531354		ELECTRICITY/1500 S BEEKSMA DR CAI	146.40
			200010531941		ELECTRICITY/800 SE DOCK ST	139.08
			200010699706		ELECTRICITY/BALLPK	34.31
			200011316839		ELECTRICITY/SR 20 & 650 AV W	530.67
			200011551930		ELECTRICITY/ADULT CARE CENTER	36.34
			200011579964		ELECTRICITY/285 SE JEROME ST	25.46
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	10.16
			200012278087		ELECTRICITY/FIRE STATION	983.28
			200012425357		ELECTRICITY/TREATMENT PLANT	7,705.16
			200012838765		ELECTRICITY/PIONEER PARK	18.09
			200013370750		ELECTRICITY/MARINA	4,245.80
			200013734963		ELECTRICITY/672 CHRISTIAN RD PUMI	2,452.41
			200013968405		ELECTRICITY/1540 SE PIONEER WAY L	171.32
			200014151886		ELECTRICITY/1370 SE DOCK ST	61.54
			200014366534		ELECTRICITY/700 AV W & 80 NW	288.40

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164904	12/30/2015	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200014596478		ELECTRICITY/CITY HALL	849.06
			200015399153		ELECTRICITY/1678 SW 8TH AVE	10.16
			200015618321		ELECTRICITY/600 NE 7TH AVE	153.75
			200015685833		ELECTRICITY/287 SE CABOT DR SWRF	81.01
			200017255619		ELECTRICITY/690 SW HELLER RD WTF	576.45
			200017441482		ELECTRICITY/CITY BEACH	594.56
			200017575347		ELECTRICITY/1367 NW CROSBY AVE S	88.11
			200017653656		ELECTRICITY/3300 OLD GOLDIE RD PL	82.64
			200017654415		ELECTRICITY/1000 THORNBERRY DR F	227.60
			200017853025		ELECTRICITY/2081 NE 9TH AVE SWRPF	11.29
			200017968427		ELECTRICITY/POLICE STATION	1,561.50
			200019043344		ELECTRICITY/90 SE PIONEER WAY LIG	46.59
			200019500517		ELECTRICITY/1137 NW KATHLEEN DR I	40.05
			200020179194		ELECTRICITY/626 CHRISTIAN RD	36.62
			200020235012		ELECTRICITY/SENIOR CENTER	1,123.69
			200020308330		ELECTRICITY/1500 S BEEKSMA DR KIT	11.21
			200022441113		ELECTRICITY/980 SW MCCROHAN ST I	53.60
			200023231067		ELECTRICITY/945 E WHIDBEY AVE #B	38.70
			200023360569		ELECTRICITY/700 W HELLER RD TRAFI	54.53
			200024715845		ELECTRICITY/1285 NE TAFTSON ST LF	34.09
			200025075157		ELECTRICITY/33500 STATE ROUTE 20	133.65
			220000598098		ELECTRICITY/ANIMAL SHELTER	187.64
			220002244337		ELECTRICITY/END OF GUN CLUB ROAD	77.09
			220002247165		ELECTRICITY/SW FAIRWAY PIONT DR I	13.41
			220003651407		ELECTRICITY/#101	852.53
			220003735804		ELECTRICITY/275 SE PIONEER WAY	733.63
			220005593946		ELECTRICITY/1770 NE GOLDIE ST PUM	27.15
			220005790955		ELECTRICITY/301 SE PIONEER WAY	231.80
			220007681624		ELECTRICITY/2900 N OAK HARBOR RD	30.92
			300000007421		ELECTRICITY/STREET LIGHTS	13,437.97
			300000007421		ELECTRICITY/STREET LIGHTS	64.48
			300000009906		ELECTRICITY/PARKS	40.36
			300000010409		ELECTRICITY/PARKS	62.79
			300000010458		ELECTRICITY/STREET LIGHTS	249.37
			300000010516		ELECTRICITY/STREET LIGHTS	166.95

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164904	12/30/2015	0000743 0000743 PUGET SOUND ENERGY			(Continued)	Total : 48,492.66
164905	12/30/2015	0007885 REDNECK PROPERTIES, LLC	123115		DEC 2015/PARKING LOT RENTAL	1,650.00
						Total : 1,650.00
164906	12/30/2015	0000781 SAFEWAY	724554 804499		GROCERIES GROCERIES	3.88 19.70
						Total : 23.58
164907	12/30/2015	0004486 SCHAAL, PHYLLIS	1		TRAVEL REFUND	10.00
						Total : 10.00
164908	12/30/2015	0000789 SCHAEFER SYSTEMS INTERNATIONAL	PSO006630		BAR CARTS	29,927.83
						Total : 29,927.83
164909	12/30/2015	0003548 SCHULTZ, FRAN	1		TRAVEL REFUND	38.00
						Total : 38.00
164910	12/30/2015	0007800 SEBRIS BUSTO JAMES	59466		PROF SVC/BARGAINING	252.00
						Total : 252.00
164911	12/30/2015	0000809 SENIOR SERVICES OF ISLAND	OH11-2015		NOV 2015/SENIOR SERVICES	1,500.00
						Total : 1,500.00
164912	12/30/2015	0000816 SHELL FLEET PLUS	0000000065163545512		FUEL	74.44
						Total : 74.44
164913	12/30/2015	0000817 SHELLEY, TIM	TRAVEL REIMB		TRAVEL REIMB	27.38
						Total : 27.38
164914	12/30/2015	0000822 SHRED-IT USA, INC	9408581753		SHREDDING	56.68
						Total : 56.68
164915	12/30/2015	0000830 SIRENNET.COM	0194341-IN 0194344-IN 0194345-IN 0194346-IN		LED FLATLIGHTER LED FLATLIGHTER LED FLATLIGHTER LED FLATLIGHTER	177.60 177.60 177.60 177.60

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164915	12/30/2015	0000830 0000830 SIRENNET.COM			(Continued)	Total : 710.40
164916	12/30/2015	0000853 SKAGIT RIVER STEEL & RECYCLING	59842		TUBE	148.35
						Total : 148.35
164917	12/30/2015	0000876 SKAGIT VALLEY COLLEGE	38244		REGISTRATION/CARROLL/RAMIREZ/VC	192.00
						Total : 192.00
164918	12/30/2015	0007890 SMARSH, INC	INV00125094		ARCHIVING PLATFORM	207.00
						Total : 207.00
164919	12/30/2015	0000843 SOLID WASTE SYSTEMS, INC	0081794-IN		INPUT/OUTPUT BOX	3,387.40
						Total : 3,387.40
164920	12/30/2015	0000846 SOUND PUBLISHING	WCW671562		CITY NOTICES	98.43
						Total : 98.43
164921	12/30/2015	0007904 SPECK, DAVE	1		TRAVEL REFUND	20.00
						Total : 20.00
164922	12/30/2015	0007992 SPOHN, BARBARA	EXP REIMB		EXP REIMB	184.65
						Total : 184.65
164923	12/30/2015	0000860 STANDARD INSURANCE COMPANY	122115		LIFE/POCFF	283.13
						Total : 283.13
164924	12/30/2015	0003883 STAPLES BUSINESS ADVANTAGE	3284872510		CALENDARS	167.98
			3284872511		DOD COMFTSK CHR BLK	296.84
			3285630237		DESK PADS	18.00
			3285630238		PENS/HIGHLIGHTERS	37.40
			3285630239		BOOKENDS	5.83
			3285630245		PRINTER	451.39
			3286426707		PLATE	22.37
			3286426708		RECORD BOOKS	137.32
			3286426712		HAND SANITIZER	89.00
			3286964358		PAPER PATH CLEANER	32.59
			3286964359		ADHESIVE SPRAY	8.49
			3286964360		PRINTER	70.66

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164924	12/30/2015	0003883 STAPLES BUSINESS ADVANTAGE	(Continued) 3286964361		HOOKS	15.85
					Total :	1,353.72
164925	12/30/2015	0000856 STATE AUDITOR'S OFFICE	L111413		2015 AUDIT SERVICES FOR 2014	2,436.50
					Total :	2,436.50
164926	12/30/2015	0000863 STERKEL, TIMOTHY	EXP REIMB		EXP REIMB	35.28
					Total :	35.28
164927	12/30/2015	0005786 STOWES SHOES & CLOTHING	0009749 0009758		BOOTS/VONGREY BOOTS/FAKKEMA	193.63 170.57
					Total :	364.20
164928	12/30/2015	0003749 STUMP, PATRICK L	1 1		DRIVING SERVICES DRIVING SERVICES	144.00 138.00
					Total :	282.00
164929	12/30/2015	0000874 SURETY PEST CONTROL	1087203 1088130 1088465		PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION	106.53 54.35 59.79
					Total :	220.67
164930	12/30/2015	0007265 THOMPSON, ANNA	121515 EXP REIMB		WELLNESS INCENTIVE EXP REIMB	20.00 385.00
					Total :	405.00
164931	12/30/2015	0008066 TOLLIVER, DIANE	1		TRAVEL REFUND	20.00
					Total :	20.00
164932	12/30/2015	0008067 TOLZEK, DORIS	1		TRAVEL REFUND	20.00
					Total :	20.00
164933	12/30/2015	0007651 TRANSPO GROUP, INC	18222		PROF SVC/WHIDBEY AVENUE PEDEST	1,203.41
					Total :	1,203.41
164934	12/30/2015	0000287 TYLER TECHNOLOGIES, INC	045-148447		CAFR REPORTING SUPPORT	224.19

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164934	12/30/2015	0000287 0000287 TYLER TECHNOLOGIES, INC	(Continued)			Total : 224.19
164935	12/30/2015	0000923 UNITED PARCEL SERVICE	0000A0182W475 0000A0182W495		SHIPPING SHIPPING	83.23 3.72 Total : 86.95
164936	12/30/2015	0004903 US BANK	4485590002431076		CREDIT CARD PURCHASES	1,618.29 Total : 1,618.29
164937	12/30/2015	0004903 US BANK	4485591001286149		CREDIT CARD PURCHASES	24.94 Total : 24.94
164938	12/30/2015	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	12.96 Total : 12.96
164939	12/30/2015	0000926 USBLUEBOOK	824534		RODS/SWITCHES	479.10 Total : 479.10
164940	12/30/2015	0000934 UTILITIES UNDERGROUND LOCATION	5110173		NOV 2015/LOCATES	80.08 Total : 80.08
164941	12/30/2015	0000932 VERIZON WIRELESS	9756895665		CURRENT COMM CHARGES	5,694.33 Total : 5,694.33
164942	12/30/2015	0002557 WAGNER, CLIFF	1		TRAVEL REFUND	40.00 Total : 40.00
164943	12/30/2015	0001639 WASHINGTON CITIES INSURANCE	OH-1539		TRAINING/KAMAK	50.00 Total : 50.00
164944	12/30/2015	0001044 WASHINGTON CRIMINAL JUSTICE	20116277		REGISTRATION/MORGAN	85.00 Total : 85.00
164945	12/30/2015	0005079 WASHINGTON INSTITUTE OF SPORTS	OH1501		WELLNESS EXAMS	3,622.33 Total : 3,622.33
164946	12/30/2015	0001052 WASHINGTON STATE PATROL	I16003574 I16003801		BACKGROUND CHECKS BACKGROUND CHECKS	12.00 447.75

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164946	12/30/2015	0001052 0001052 WASHINGTON STATE PATROL	(Continued)			Total : 459.75
164947	12/30/2015	0002032 WASHINGTON WASTEWATER PERSONNL	121515		MEMBERSHIP	150.00
						Total : 150.00
164948	12/30/2015	0000245 WASTEQUIP	37211404		YD FEL SLANT TOP CASTERS	13,300.53
						Total : 13,300.53
164949	12/30/2015	0001039 WESTERN PETERBILT, INC	S868956 S871107		SWITCH RESISTOR/CONTROL	163.69 341.73
						Total : 505.42
164950	12/30/2015	0004786 WESTERN SYSTEMS, INC	14892-SO		ENERGY MANAGEMENT SYSTEM	1,264.19
						Total : 1,264.19
164951	12/30/2015	0005064 WHATCOM COUNTY AS FINANCE	23828		4TH QTR 2015/NW MINI CHAIN	863.75
						Total : 863.75
164952	12/30/2015	0001000 WHIDBEY AUTO PARTS, INC.	268198 268408		SHACKLE GTX	48.28 18.42
						Total : 66.70
164953	12/30/2015	0001005 WHIDBEY GENERAL HOSPITAL	WAD91474 WAD91747		INMATE SERVICES INMATE SERVICES	655.35 1,106.70
						Total : 1,762.05
164954	12/30/2015	0001017 WHIDBEY PRINTERS	48145 48146 48192 48197 48214		MOORAGE LEASE AGREEMENT MOORAGE LEASE AGREEMENT BUSINESS CARDS ENVELOPES BUSINESS CARDS/MUNNS	162.58 162.58 119.57 294.58 59.79
						Total : 799.10
164955	12/30/2015	0001010 WHIDBEY TELECOM	3927780 3930684		CURRENT NET SERVICES ALARM MONITORING	41.45 65.23
						Total : 106.68
164956	12/30/2015	0007121 WHITFIELD UNTIED INSURANCE	30504		BOND/TESCH	105.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164956	12/30/2015	0007121	0007121 WHITFIELD UNTIED INSURANCE	(Continued)		Total : 105.00
164957	12/30/2015	0007269	XYLEM DEWATERING SOLUTIONS, IN	400564020	DIESEL PUMP	6,770.39
						Total : 6,770.39
192	Vouchers for bank code :	bank				Bank total : 1,367,280.57
192	Vouchers in this report					Total vouchers : 1,367,280.57

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.c
Date: January 5, 2016
Subject: Resolution 16-01: Amending the
Oak Harbor Police Department
Master Fee Schedule

FROM: Chief Ed Green, OHPD

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adopt Resolution No. 16-01 amending the Oak Harbor Police Department Master Fee Schedule.

BACKGROUND / SUMMARY INFORMATION

The Master Fee Schedule for the Police Department was last updated by Resolution No. 15-41 on December 15, 2015.

Since that time there have been a few changes:

- WATCH records check per name changed to \$12
- Intergovernmental records check deleted

The Master Fee Schedule is being amended to reflect those changes.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Resolution No. 16-01](#)
2. [OHPD Master Fee Schedule](#)

RESOLUTION NO. 16-01

A RESOLUTION OF THE CITY OF OAK HARBOR AMENDING THE OAK HARBOR POLICE DEPARTMENT PORTION (SCHEDULE E) OF THE MASTER FEE SCHEDULE

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

1. Adoption of the Oak Harbor Police Department Master Fee Schedule. The City hereby adopts by reference and incorporates herein the attached Master Fee Schedule for the Oak Harbor Police Department (Schedule E) setting the fees, rates, deposits, and other charges. The attached Master Fee Schedule for the Oak Harbor Police Department replaces Schedule E of the Master Fee Schedule that was adopted by Resolution No. 15-41 on December 15, 2015.
2. Severability. If any provision of this Resolution or its application to any person or circumstances is held invalid, the remainder of the Resolution or the application of the provision to other persons or circumstances is not affected.
3. Effective Date. This Resolution shall be in full force and effect immediately.

PASSED by the City Council and approved by its Mayor this 5th day of January, 2016.

CITY OF OAK HARBOR

Robert Severns, Mayor

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

MASTER FEE SCHEDULE OAK HARBOR POLICE DEPARTMENT

Chapter 3.64	FEE SCHEDULE	FEE
3.64.100	<u>Police fee schedule.</u> <ul style="list-style-type: none"> • WATCH records check, per name • Intergovernmental records check • Local records check • Records check with clearance letter for visa, passport, etc. • Fingerprint cards: <ul style="list-style-type: none"> - First card - Additional cards • Traffic accident report, per report: • Photographs and prints: <ul style="list-style-type: none"> - Plain paper digital copies - Photo paper digital copies • Service of arrest warrant • Reproduction of audio, video or photos to: <ul style="list-style-type: none"> - CD - DVD - USB drive • Copies: <ul style="list-style-type: none"> - one – two pages - three plus pages • Mailing or shipping 	\$20.00 <u>12.00</u> \$12.00 \$10.00 \$25.00 \$10.00 \$3.00 \$9.50 \$0.15 per page \$0.50 per page \$75.00 See Addendum 1 See Addendum 1 See Addendum 1 No cost \$0.15 per page Actual costs
3.64.110	<u>Booking fee.</u> <ul style="list-style-type: none"> • Jail booking fee 	\$40.00
3.64.400	<u>Arrest warrant fee.</u> <ul style="list-style-type: none"> • Issuance or ordering or both issuance and ordering of an arrest warrant by the Oak Harbor municipal court 	\$75.00
Chapter 5.50	PARADES, ATHLETIC EVENTS AND OTHER SPECIAL EVENTS	FEE
5.50.020(7)	<u>Permits required.</u> <ul style="list-style-type: none"> • Special event application fee • Carnivals 	\$50.00 \$50.00 per day
5.50.090(1)	<u>Fees for city services.</u> Special events fees for services	Actual costs for services but can be waived by the City per OHMC 5.50.090(3)

Chapter 7.20	IMPOUNDMENT	FEE
7.20.030	<u>Notification of owner – Redemption fee.</u> <ul style="list-style-type: none"> • Owner reclaiming an impounded cat • Owner reclaiming an impounded dog: <ul style="list-style-type: none"> - For the first offense - For the second offense and subsequent offenses • Additional impound fee for dogs after the first 24 hours • If the impounded animal is unlicensed and its owner has been a resident for over 60 days, the owner shall pay a fine 	\$15.00 plus \$5.00 board fee for each calendar day cat impounded \$15.00 \$25.00 \$5.00 for each calendar day \$25.00 over and above the impoundment fees
Chapter 7.32	DANGEROUS DOG AND POTENTIALLY DANGEROUS DOG	
7.32.100	<u>Registration of dangerous and potentially dangerous dog required.</u> <ul style="list-style-type: none"> • Registration of a dangerous dog • Registration of a potentially dangerous dog 	\$50.00 \$25.00

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

Bill No. C/A 4.d
Date: January 5, 2016
Subject: Whatcom County Sheriff's
Office Mini Chain Agreement

FROM: Edgar J. Green, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Staff recommends that Council review and if approved, authorize the Mayor to sign the agreement.

BACKGROUND / SUMMARY INFORMATION

The Oak Harbor Police Department has an inter local agreement with the Whatcom County Sheriff's Office and utilizes their "Mini-Chain" for transporting prisoners. We are dependent upon on this service to facilitate the pickup and movement of individuals who are arrested on City of Oak Harbor warrants outside of the City of Oak Harbor boundaries.

If an individual is picked up in Snohomish County, the Whatcom County Sheriff's Officer will pick up this prisoner for us and transport them to a mutually agreed upon location closer to the City where our corrections officers will then pick up the prisoner, transporting them to our jail. This saves a significant amount of time, expense and manpower (for safety most transports are done with two corrections officers).

LEGAL AUTHORITY

FISCAL IMPACT

Total cost for service: \$4,207.00

Paid quarterly at: \$1,051.75

The calculation is based on the actual costs to run the "chain"; then Oak Harbor pays an amount based on the percentage of usage of of the "chain" in 2015.

There is no need for any additional funding. This is is an identified expense in our existing budget.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

Whatcom County Sheriff's Mini Chain Agreement for 2015 was approved in Council on January 20, 2015

ATTACHMENTS

1. [Whatcom County Sheriff's Office Cover Letter - Inter Local Agreement](#)
2. [2016 Whatcom County Inter Local Mini Chain Agreement](#)

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF

PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 676-6650



JEFF PARKS
UNDERSHERIFF
ART EDGE
CHIEF DEPUTY
DOUG CHADWICK
CHIEF DEPUTY
STEVE COOLEY
CHIEF INSPECTOR
WENDY JONES
CHIEF OF CORRECTIONS

December 10, 2015

DEC 14 2015 11:19

Oak Harbor Police Department
Attn: Chief Ed Green
860 SE Barrington Dr.
Oak Harbor, WA 98277

Dear Chief Green,

Enclosed please find two originals of the 2016 Interlocal Northwest Minichain Agreement between Oak Harbor and Whatcom County.

Please have both originals signed where indicated and return both originals back to me at the following address:

Whatcom County Sheriff's Office/Corrections
Attn: Laurie Reid, Administrative Coordinator
311 Grand Ave.
Bellingham, WA 98225

Once the signing process is complete on our end, I will return a fully executed original to you.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Laurie Reid".

Laurie Reid
Jail Administrative Coordinator

Enc. (2)

**INTERLOCAL COOPERATIVE AGREEMENT
NORTHWEST MINICHAIN WITH THE CITY OF OAK HARBOR**

THIS AGREEMENT is made and entered into by and between the City of Oak Harbor, Washington ("The City of Oak Harbor") and Whatcom County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE**

The purpose of this agreement is to provide for transportation services for prisoners for The City of Oak Harbor for a period beginning on the First day of January, 2016 and ending on the Thirty-first day of December, 2016. The City of Oak Harbor and Whatcom County agree to the terms and conditions incorporated herein.

2. **RESPONSIBILITIES:**

Prior to signing this agreement, the City of Oak Harbor has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

The City of Oak Harbor acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain van by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

- a) To pick up inmates from any Northwest Mini-Chain contracted city or county jail along the I-5 corridor, with King County Jail being the southernmost point.
- b) The City of Oak Harbor will insure that its inmates are transported to Skagit County at their own cost and will be responsible to insure that the inmates are at Skagit County prior to Whatcom County's arrival for pickup. Whatcom County will transport the City of Oak Harbor inmates south to King County.
- c) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.

3. **TERM OF AGREEMENT:**

The term of this Agreement shall be from January 1, 2016 through December 31, 2016, regardless of date of signature.

The term of this agreement shall be subject to review and revision in November of 2016 for renewal in January 2017.

4. **MANNER OF FINANCING:**

Funds for the payment of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This agreement shall not obligate the City of Oak Harbor in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services which are not budgeted. The source of funds is the City of Oak Harbor budget.

Whatcom County shall provide The City of Oak Harbor with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This compensation is calculated on the actual percentage of usage by The City of Oak Harbor of the total cost of the Northwest Mini-Chain Transport System, and as such will not require a quarterly breakdown of actual transports.

Annual Compensation: \$4,207.00

Quarterly Invoices:

March 31, 2016	\$1,051.75
June 30, 2016	\$1,051.75
September 30, 2016	\$1,051.75
December 31, 2016	\$1,051.75

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 The County's representatives shall be Whatcom County Executive Jack Louws, and Sheriff Bill Elfo
- 5.2 The City of Oak Harbor's representative shall be Chief Edgar Green.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the

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

Bill No. C/A 4.e
Date: January 5, 2016
Subject: Perkins Coie, LLP Engagement
Letter - Legal Counsel for the
Clean Water Facility

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize the Mayor to sign the engagement letter with Perkins and Coie LLP for legal counsel services related to equipment procurement for the Clean Water Facility.

BACKGROUND / SUMMARY INFORMATION

The purpose of this agenda bill is to seek City Council's approval for renewing legal services with Perkins and Coie LLP related to the Clean Water Facility.

On December 3, 2013, City Council adopted Resolution 13-32 directing staff to pursue the alternative project delivery method of General Contractor/Construction Manager (GC/CM) for delivery of the new wastewater treatment plant (WWTP).

In an effort to streamline the GC/CM contracting process, outside legal counsel specializing in GC/CM contracting was recommended.

On March 18, 2014, City Council authorized the Mayor to sign an engagement letter with Perkins and Coie LLP to provide initial legal assistance with drafting the GC/CM contract, assisting in the RFQ and RFP, and assisting in minor contracts and advice not to exceed \$30,000. On September 18, 2014 the Council approved additional services with Perkins and Coie LLP in the amount of \$20,000. On February 3, 2015 the Council approved additional services with Perkins and Coie LLP in the amount of \$50,000 bringing the total contracted amount to \$100,000.

Perkin and Coie LLP continues to provide legal services in relation to the project, but the contract has expired. Perkins and Coie LLP has \$44,841 remaining on the original amendment amounts. This contract amendment does not increase the contract amount, but allows for the Perkins and Coie LLP 2016 rates.

The attached engagement letter is for review of the procurement documents largely related to the

procurement Guaranteed Maximum Prices periodically presented to Council. Perkins and Coie LLP will be reviewing the procurement plan and documents against, Oak Harbor Municipal Code, Revised Code of Washington, Washington Administrative Code and Federal procurement regulations related to our Clean Water State Revolving Fund.

Staff will be returning to City Council at a later date if Perkins and Coie LLP's contract to include amendments to the Guaranteed Maximum Price (GMPs) and legal support during construction exceed the contract amount.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

March 18, 2014 - City Council authorized the Mayor to sign an engagement letter with Perkins and Coie LLP to provide initial legal assistance with drafting the GC/CM contract, assisting in the RFQ and RFP, and assisting in minor contracts and advice not to exceed \$30,000.

September 18, 2014 - City Council approved additional services with Perkins and Coie LLP in the amount of \$20,000, raising the total contracted amount to \$80,000.

February 4, 2015 - City Council approved additional services with Perkins and Coie LLP in the amount of \$50,000, raising the total contracted amount to \$100,000.

ATTACHMENTS

1. [Perkins and Coie LLP Engagement Letter](#)
2. [DOE Terms and Conditions](#)

December 28, 2015

Graehm C. Wallace
GWallace@perkinscoie.com
D. +1.206.359.3921
F. +1.206.359.4921

VIA E-MAIL

Mr. Joe Stowell
Ms. Nikki Esparza
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

Re: Legal Representation

Dear Joe and Nikki:

Thank you for selecting Perkins Coie LLP to represent City of Oak Harbor in connection with construction-related advice for the water treatment plant project for the years 2016 and 2017.

The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and paralegals involved. Dick Prentke and I will have primary oversight for Perkins Coie’s representation of City of Oak Harbor, but we assign other firm lawyers and paralegals when necessary, beneficial or cost-effective and when desirable to meet the time constraints of the matter.

We have agreed to provide you with a discount of approximately 15% from our regular rates. The current hourly rates of the partners most likely to work on these matters are:

<u>Name</u>	<u>2016 Regular Rate</u>	<u>Discounted Rate</u>
Dick Prentke	\$630	\$535
Graehm Wallace	\$565	\$480
Brendan Peters	\$525	\$445
Andrew Greene	\$525	\$445
Scott Siekawitch	\$350	\$295

These rates are adjusted at least annually, usually on January 1. Services performed starting in January 2017 will be charged at the new applicable rates.

Inclusive of this current and the previous three engagement letters, we have agreed that our fees will not exceed \$100,000 without prior agreement by the City of Oak Harbor. As of the December 15, 2015 invoice, our fees over the life of this engagement have totaled \$55,159, leaving \$44,841 of this \$100,000 remaining. This is not an agreement to cap all fees at \$100,000

Mr. Joe Stowell
Ms. Nikki Esparza
December 28, 2015
Page 2

as neither party yet knows the extent that our services will be requested, but simply an agreement to not bill any amount above \$100,000 without first obtaining the City's agreement. If we are nearing this \$100,000 fee amount, we will provide you with sufficient advance email notice so that you can seek permission from the City Council to determine if the City is willing to increase this \$100,000 amount and to continue using our services.

The magnitude of costs will depend in large part on the extent to which you seek our involvement. We try to issue invoices for our fees and disbursements on a monthly basis. These invoices include detail that most of our clients find sufficient, but please let me know at any time if more detailed information is needed on our invoices. Please also refer to the enclosed Information for Clients for specifics regarding fees, disbursements, billing, payment, and termination of our representation should payment not be made or other circumstances warrant.

Our representation of the City does not include acting as counsel for any entity in which the City holds equity or any subsidiary, affiliate, equity-holder, employee, family member or other person (collectively, "Affiliates"), unless such additional representation is separately and clearly undertaken by us. If in the future we and the City mutually agree to expand our representation of the City to include any of the City's Affiliates, it is agreed that the terms, conditions and consents contained herein will apply to such representation(s).

Perkins Coie represents many other companies, individuals and government agencies ("clients"). During the time we are representing the City we may be asked to represent:

- (1) other present or future clients in transactions, litigation or other disputes directly adverse to the City that are not substantially related to our representation of the City; and/or
- (2) parties who are considered directly adverse parties in matters we handle for the City. Our work for these directly adverse parties would be in matters that are not substantially related to our work for the City; and/or
- (3) the City in future transactions, litigation or other disputes directly adverse to other firm clients in matters not substantially related to our work for the other firm clients.

We request the City's consent to allow Perkins Coie to undertake such future representations without the need to obtain any further or separate approval from the City, as long as those representations described in (1) and (2) above are not substantially related to work Perkins Coie has done, or is doing, for the City. Your signature below constitutes the City's consent to such representation(s). We agree not to use any proprietary or other confidential nonpublic information concerning the City acquired by us as a result of our representation of the City in

Mr. Joe Stowell
Ms. Nikki Esparza
December 28, 2015
Page 3

connection with any litigation or other matter in which we represent a party directly adverse to the City.

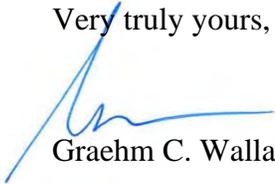
During our representation of the City, there may from time to time be issues that raise questions as to our duties under the rules of professional conduct that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise we would seek the advice of our Professional Standards Counsel, Loss Prevention partners or Professional Standards Conflicts Attorneys who are experts in such matters. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such conversations involve a conflict of interest between the client and Perkins Coie and that our consultation with Perkins Coie's counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with Perkins Coie's counsel.

We believe that it is in our clients' interests, as well as Perkins Coie's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of the City, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either Perkins Coie's internal counsel or, if we choose, outside counsel) we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that Perkins Coie may have to protect the confidentiality of our communications with counsel. The costs associated with such legal counsel will be paid by Perkins Coie.

This letter, along with the enclosed Information for Clients, confirms the terms and conditions under which Perkins Coie LLP will provide legal services to the City. Unless otherwise agreed in writing, the terms of this letter and the enclosed Information for Clients will also apply to any additional matters that we undertake at the City's request. If you agree that this letter correctly describes the terms of our engagement, please sign and date a copy of this letter and return it to me. Should you have any questions about this letter, our services or fees, or if you have any other concerns, please call me at any time. We look forward to working with you and are gratified by your confidence in Perkins Coie.

Mr. Joe Stowell
Ms. Nikki Esparza
December 28, 2015
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Very truly yours,



Graehm C. Wallace

GCW:kjs

Enclosure: Information for Clients

ACCEPTED AND AGREED:

CITY OF OAK HARBOR

By: _____

Its: _____

Date: _____

Information for Clients

Perkins Coie LLP is pleased to serve you. The following information explains the terms that apply to our engagements (except to the extent that you have reached a different written understanding with us about particular terms) for legal services provided by Perkins Coie LLP. No changes or additions to these terms will be binding unless confirmed in writing sent by us or signed by us. We encourage you to discuss this information with our lawyers at the inception of a matter and whenever you have questions during the course of that matter. Section headings are for convenience of reference only and not intended to affect the interpretation of the provisions of such sections.

Personnel. We generally assign one lawyer primary responsibility for seeing that your requests for legal services are met, but additional lawyers may assist in rendering the most appropriate and efficient legal services. We attempt to assign personnel to each matter based on the nature and scope of the issues raised by the matter and our lawyers' experience and expertise.

Basis for Fees. We charge for legal services rendered by our firm at applicable hourly rates. Each attorney, paralegal, and other timekeeper records time at assigned billing rates. Because hourly rates vary among personnel, each statement typically reflects a composite of several hourly rates. Those rates are reviewed periodically and change at least annually (usually on January 1) based on economic factors and the changing experience levels of our personnel. Services performed after the effective date of the new rates will be charged at the new rates.

Disbursements and Other Charges. In the course of performing legal services for you, various services may be provided by third parties. Examples include messenger and courier charges, filing and recording fees, foreign agent fees, court reporters and transcript costs, expert and other witness fees, charges for outside consultants and research services, and travel expenses. You are responsible for these third-party charges, and we reserve the right to forward their invoices directly to you for payment. For administrative ease, however, we may advance payment to the third-party provider and include the charge on our invoice to you, with no markup for handling. We will retain and not allocate to clients relatively insignificant discounts we receive for prompt payment or volume usage. For patent, trademark and other matters that may involve significant third-party payments, you may be required to maintain a minimum balance in a trust account to fund such payments. You will be advised of any such requirements, and we will not be obligated to request or pay for third-party services not fully covered by such deposits.

We will also charge you for certain internal services we provide in connection with our legal services. As noted below, because we both invest in specialized equipment and commit to long-term contracts with computer research vendors (such as Westlaw), long-distance telephone carriers, and others, we achieve savings in exchange for guaranteed payment, usage or other obligations undertaken at our risk. This allows us to charge our clients for certain computer research services and most long-distance telephone calls at rates discounted below standard rates. However, the payments we receive from clients for these services may exceed our total payments to the vendors. This excess is used to partially offset the costs we incur for related equipment and personnel and the risks we assume in entering into these contracts.

We currently charge specific internal costs in the following manner:

- 1. Photocopying, Printing, and Facsimile.** In our U.S. offices, clients are charged ten cents per page for photocopying. These charges are higher in our non-U.S. offices. We do not charge for facsimiles sent or received.
- 2. Computer Research.** There is no extra charge to clients for our use of the firm's internal work product retrieval system. Clients are charged for computer-assisted research from outside services, other than many Westlaw Services, at the vendors' standard rates. For many services from Westlaw, our primary outside computer-research source, we are able to charge clients just 37% of Westlaw's standard rates as of 2012 because we committed to a long-term contract with monthly minimum payments. We may occasionally be able to pass along other discounted rates for computer-assisted research from outside sources when we can negotiate volume discounts.

3. Telecommunications. We do not charge for local calls or for any email communications. In the United States, where we have been able to install special equipment and negotiate volume discounts, we share our savings with clients by charging long-distance calls at 50% of the AT&T tariff for direct-dial long-distance calls, plus applicable taxes. In our non-U.S. offices, long-distance calls are charged at the carrier's tariff for such calls, plus applicable taxes. Credit card and cell phone calls necessitated by work on your matters are charged at our actual cost.

4. Mail/Messengers. In our larger offices, we may use firm messengers whenever appropriate to shorten delivery times and offer greater flexibility. Charges for such internal messengers are equal to or below rates charged by outside messengers for similar services. We do not charge for regular mail. Bulk mailings, packages, overnight deliveries, and special postal services are charged at our actual cost.

5. Overtime. Clients are charged for staff overtime, meals, and transportation only when (a) the client specifically requests after-hours effort or (b) the nature of the work necessitates overtime and such work could not have been done during normal work hours.

6. Document Services and Database Hosting. Certain matters, particularly large-scale litigation, may require optical character recognition ("OCR") services. We currently charge 5 cents per page for OCR. Clients may also require hosting and support of discovery databases. We currently charge \$10/GB per month to host discovery databases on internal firm servers.

Invoices and Payment. We typically bill monthly, and payment is due upon receipt of the invoice. Payment of an invoice will reflect your agreement to the amount charged on that invoice, and you must bring any misbilling or other charge that you believe is inappropriate to our attention within 45 days of presentation of the invoice. To the fullest extent permitted by law, you agree that we have an attorneys' lien (including, without limitation, in the results of our services) to secure payment of the obligations owed us and that we may take steps to inform others of any attorneys' lien rights we might have. For accounts not paid within 30 days of the invoice date, we add a late payment charge of 1% per month (or such lower rate as required by applicable law) on unpaid balances from the invoice date. Unless otherwise agreed upon, we may apply payments first to our own attorneys' fees and costs of collection, second to our late charges, third to our invoiced fees, and finally to our invoiced disbursement charges. Our election not to exercise any rights or not to require punctual performance of each provision of this agreement will not be construed as a waiver or relinquishment of our rights. We do not and cannot guarantee the outcome of any matter or particular results, and payment of our fees and disbursements is not conditioned on any particular outcome. If we are required to bring an action or proceeding to collect fees or disbursements due us, we will also be entitled to recover certain fees and costs. These include, but are not limited to, our own outside attorneys' fees, expert witness fees, other costs of collection billed to us, and the value of legal services Perkins Coie's own attorneys perform in analyzing or prosecuting a collection action if such circumstances arise on your account. You consent to venue and jurisdiction wherever we have an office with attorneys who worked on your behalf. Also, if we are required to testify, produce documents, or respond to other requests in connection with litigation or other proceedings commenced by third parties that relate to our representation of you, you will pay us our reasonable fees and costs incurred in connection with such activities. For matters handled by our New York lawyers, the client may have a right to arbitrate fee disputes under Part 137 of the Rules of the Chief Administrator of the New York Supreme Court, Appellate Division.

Insurance Coverage. You may have insurance policies relating to a matter for which you engage us that might cover, among other things, reimbursement of attorneys' fees and costs. If coverage is potentially available, including coverage for our fees and costs, your appropriate insurance company must be notified as soon as possible. We can advise you on the availability of insurance coverage only if you expressly and timely request that we do so, we do not have a conflict of interest, and we agree to undertake such additional work. You would then need to furnish us copies of all relevant insurance policies and related documents. Regardless whether, when, and to what the extent insurance coverage might be available to reimburse all or a portion of our fees and costs, you nevertheless remain primarily obligated for amounts owed us, including any late charges that accrue during any delay in payment by others.

Advance Payments and Estimates. We may require advance payments before working or continuing work on a matter. Of course, the amount of work we are called upon to perform may subsequently exceed our prior

expectations. Regardless of whether you make an advance payment, you agree that any budget, estimate, or similar range for potential charges is nothing more than a forecast based on then-current assumptions, and any such forecast may be high or low due to changed or unforeseen circumstances. We reserve the right, as a condition of providing additional services, to require an increase in any advance payment.

Legal Service Provider. We provide strictly legal services to you in connection with this agreement. You are not relying on us for any services other than legal services, and we are specifically not providing any business, investment, insurance, or accounting advice or any investigation of the character or credit of persons with whom you may be dealing.

Identity of Client. You confirm that we are being engaged by you and not any of your subsidiaries, affiliates, equityholders, employees, members of your family, or other persons (collectively, "Affiliates"), unless we separately and explicitly undertake such representation. You also expressly confirm that, as our representation is limited to you and does not include acting as counsel for your Affiliates, we may represent other clients adverse to your Affiliates without disclosing those matters to you or obtaining your consent. If in the future we agreed to expand our representation of you to include one or more of your Affiliates, you, and Affiliate(s), agree that the terms, conditions and consents contained in our engagement letter with you will apply to such representation(s).

Conflicts of Interest. We have performed a search of our other clients to determine whether representing you might create a potential conflict of interest with any other clients. That check was done using your name and any other names you gave us. Please inform us immediately if you use other names or have affiliated companies that we should enter into our conflicts system.

Cooperation/Reliance on Accurate Information. To enable us to represent you effectively, you will cooperate fully with us in your matter(s). You and your agents will fully and accurately disclose to us all facts and documents that may be relevant to a matter we undertake or which we may otherwise request. This information will form the basis of our legal advice.

Email Communication Disclaimer. Many of our legal professionals receive hundreds of email messages per day (in addition to spam). Although email is an efficient method for many communications, it can also be delayed in transit or otherwise missed (e.g., blocked by our anti-spam software). If you have not received a response or acknowledgement of receipt of an email, please notify the intended recipient.

Termination of Services. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or your failure to pay our legal fees and expenses when due. Our representation in any matter will also cease on completion of our work on that matter unless you ask us to perform additional work that we agree to undertake. Performing additional services for you on the same or any other matter is subject to these terms and conditions, our mutual concurrence and clearance of conflicts, if any. We are unable to assure you that matters for other clients will not conflict us out of additional matters you might later ask us to undertake. On completion of a matter, we may close our files and, absent a specific written undertaking to do so, will not thereafter be obligated to docket milestones, make additional or continuation filings, pursue appeals, take other steps on your behalf on the matter, or monitor or advise you with respect to changes in the law or circumstances that might bear upon or adversely affect the completed matter. If you wish to have us return material from your files after the conclusion of a particular matter, we will provide you such material at your request and expense. Some of our practice groups consider our electronic records to be the official client file. Thus, requests for copies of client files may be provided in electronic form only. We will have no obligation to retain client files more than one year after the conclusion of a particular matter or our representation. Our representation of you will be deemed concluded at the time that we have rendered our final bill for services on the matter described in our engagement letter or any such additional matters that are clearly undertaken by us. Whether we will undertake any further matters and form an attorney-client relationship again will depend upon your request, our performance of a conflicts check and our expression to you of our willingness to accept any further matters.

Alliances/Other Counsel. Many of our clients also have international or other legal needs we cannot fulfill. This causes us from time to time to establish ongoing working relationships or strategic alliances with law firms in other jurisdictions. While our close relationships with our legal colleagues at these firms have helped us provide

coordinated representation for many of our clients, these firms (and other firms we may recommend to our clients) are separate from and independent of Perkins Coie. We do not share personnel or fees, do not have common operations beyond occasional joint seminars and presentations, and must check any other firm's conflicts of interest before that firm's lawyers may jointly represent any of our clients. Under rules in certain jurisdictions where we practice, we must advise you that you may consult independent counsel to advise you regarding these documents governing our relationship, and we encourage you to do so if you like. Also, you retain the right to consult with independent counsel at any time while we represent you. However, we are not responsible for any advice an independent counsel may give you, and such consultation will be entirely at your expense.

Questions. We endeavor to deliver legal services effectively and efficiently and to render accurate and understandable billings. Please direct any questions about services or billing practices to your client service lawyer. Questions regarding the billing or payment status of your account may also be directed to the Client Accounting Department in our Seattle office at 1-800-261-3143 (206-359-3143 in the Seattle area).



WASHINGTON STATE DEPARTMENT OF ECOLOGY
WATER POLLUTION CONTROL REVOLVING FUND

ENGINEERING SERVICES INSERT

Revised 10/24/14

The following clauses will be incorporated into contracts for engineering services receiving financial assistance from the Washington State Department of Ecology Water Pollution Control Revolving Fund. In the event of conflict within the contract these clauses shall take precedence

Compliance with State and Local Laws

The engineering services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

State Interest Exclusion

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Third Party Beneficiary

6cw ~~Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.~~

Cost Basis of Contract

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

Funding Recognition

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund. Washington State Department of Ecology's and the EPA's logos must be on all signs and documents. Logos will be provided as needed.

Access to the work site and to records

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three (3) years after the final audit.

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the Washington State Department of Ecology if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Washington State Department of Ecology for assistance in obtaining a copy of the regulations.
4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The CONTRACTOR agrees to keep proof in its agreement file that it and all lower tier

recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a

contract is too large for one of these firms to handle individually.

5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.f
Date: January 5, 2016
Subject: Guardian Security Alarm
Systems - Contract Addendum

FROM: Edgar J. Green, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Staff recommends that the City Council review the attached documents and if they approve, authorize the Mayor to sign the contract addendum.

BACKGROUND / SUMMARY INFORMATION

During a recent audit of our procedures regarding the Oak Harbor Police Department evidence room it was discovered that the alarm installed to monitor the room was only set up to determine if a breach of the entry door was to occur. Monitoring of the time the door is opened or closed and by whom is not part of our existing service. This is a service we would like to have.

In speaking with Guardian Security they agreed to add this service for an additional \$10.00 a month. However they required that we sign an addendum to our existing contract.

LEGAL AUTHORITY

FISCAL IMPACT

Current Monthly Fee: \$19.00

New Service Monthly Fee (Expense): \$10.00

New Total Monthly Fee: **\$29.00**

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Alarm Contract](#)
2. [Alarm Invoice \(December 2015\)](#)

3. [Alarm Contract Addendum](#)

D-TECH COMPANY MONITORING CONTRACT - 2009 IRON STREET, BELLINGHAM, WA 98225

SUBSCRIBER NUMBER: S100 1758
NAME: Oak Harbor PD Evidence Room
ContractDate: 02/01/1999
PROTECTED SITE PHONE: 360-679-5551 FAX: 360-675-2122
CONTACT PERSON: Jim Koepke
PROTECTED ADDRESS: 860 SE Barrington Drive
Oak Harbor, WA 98277
BILLING NAME: City of Oak Harbor
BILLING PHONE: 360-679-5551 FAX: 360-675-2122
BILLING ADDRESS: 865 S.E. Barrington Dr.
Oak Harbor, WA 98277

ACCOUNTING *OK 2/25/99*
ADMIN *FEB 19 1999*
DISPATCH *DB 7-20-99*
INSPECTION *2/4 3/2/99*

1. DESCRIPTION OF SERVICES:

- A) MONITORING FACILITY: D-TECH Central Station
- B) SERVICE TYPE: Time & Materials
- C) COMMUNICATION TYPE: Digital
- D) ALARM SYSTEM TYPE(S): Burg/Fire
- * MONTHLY MONITORING BASE RATE: \$19.00
- MONITORING BILLING CYCLE: Quarterly = \$57.00 (Paid in advance)
- TOTAL YEARLY AMOUNT: \$228.00

* Client may cancel with 30 day written notice to D-TECH Inc.

2. TERM:

This agreement shall begin on the date of completion of installation, or renewal, and shall continue for a period of 5 years after the day of the first day of the month next following the completion date. It shall renew automatically for successive periods of one year thereafter unless either party gives the other party written notice of termination not later than the 30th day before the last day of the term, or any successive anniversary (renewal date). The Company shall have the right to increase the annual service charge for any successive renewal term. This Agreement may be terminated at any time by Company if, for any reason: its rights and privileges necessary to install and maintain the signal receiving equipment in the Monitoring Service are terminated; the Monitoring Service or other authorities having jurisdiction direct that such equipment be removed or replaced; or the connection is denied the Company or the Subscriber by anyone.

3. COMPANY'S LIABILITY/DISCLAIMER OF WARRANTIES:

Company does not represent or warrant: that the alarm system may not be compromised or circumvented; or that the system will prevent any loss by burglary, holdup, fire or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges and agrees: that company has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation the condition of the equipment, its merchantability or its fitness for any particular purpose; nor has subscriber relied on any representations or warranties, express or implied. Subscriber further acknowledges and agrees: that any affirmation of fact or promise shall not be deemed to create an express warranty, and that there are no warranties which extend beyond this agreement hereof. Subscriber further acknowledges and agrees: that company is not an insurer; that subscriber assumes all risk of loss or damage to subscriber's premises or to the contents thereof; and that subscriber has read and understands all of this agreement, particularly sections 16 and 17, which set forth company's maximum liability in the event of any loss or damage to subscriber or anyone else.

4. INCREASE IN TAXES, UTILITY CHARGES, OR MONTHLY SERVICE:

Subscriber acknowledges that all charges set forth herein are based upon existing federal, state and local taxes, fees and utility charges, including telephone company line charges, if any. Company shall have the right, at any time, to increase the annual charges provided herein, to reflect any significant increases in existing or any additional taxes, fees or charges which hereafter may be imposed on Company by any utility or governmental agency relating to the service(s) provided under the terms of this Agreement, and Subscriber agrees to pay the same.

5. SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM:

The Subscriber shall carefully and properly test system weakly during the term of this Agreement in accordance with instructions. If any defect in operation of the system is discovered, or in the event of a power failure or other interruption at the Premises, Subscriber shall notify Company immediately. If space protection (i.e., Ultrasonic, Microwave, Infrared, etc.) is a part of said systems, Subscriber shall walk test the system every day in the manner recommended by Company. When any device or protection is used, including but not limited to space protection, which is affected by turbulence of air, occupied air space change, or other disturbing conditions, Subscriber shall turn off or remove all things, animate and inanimate, including but not limited to all forced air heaters, air conditioners, bells, animals, and any other sources of air turbulence or movement, which may interfere with the effectiveness of the system during periods while the alarm system is armed. Subscriber shall notify Company of any remodeling or other changes to the Premises that could affect the operation of the system.

6. AUTHORIZED PERSONNEL:

Subscriber shall continuously furnish Company with an up-to-date written list of the names, addresses, and phone numbers of all persons to be notified in the event of the alarm.

7. TITLE TO EQUIPMENT:

Subscriber agrees that if any Company-owned equipment is installed to monitor or supervise the system(s) it shall at all times remain the sole property of Company. Subscriber will not damage, encumber or dispose of said equipment or permit the equipment to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone but authorized agents of Company. In the event of loss or damage to the equipment or any part thereof, whether during installation or thereafter, Subscriber agrees to pay Company the reasonable value thereof or the cost or repairs, as determined by the Company. At the expiration of this Agreement, or in the event of any default in performance by Subscriber, Company is authorized to enter upon the Premises and remove Company-owned equipment. Removal of the equipment shall be without prejudice to the collection of any and all sums due under the Agreement or extension or renewals thereof. Subscriber shall in such event return said equipment to Company in good condition, reasonable wear and tear excepted. Subscriber agrees that the installation of the equipment does not constitute the equipment a fixture.

8. MONITORING SERVICE:

MAINTENANCE OBLIGATIONS: Subscriber acknowledges that Company's maintenance obligation with respect to monitoring relates solely to the maintenance and operation of the signal receiving equipment, and any transmitting equipment owned by the Company; and that the Company is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system or any devices or device of the Subscriber, unless provided in Paragraph 1.B Indicated on the face of this agreement except as may be required under warranty agreement in separate Agreement. If, in the opinion of the company, use by the subscriber adversely affects the use of the signal receiving equipment, this agreement may be terminated thirty (30) days following written notice to subscriber.

9. RECEIPT OF SIGNALS/RESPONSE TO ALARMS:

- a) CENTRAL STATION/OTHER MONITORING FACILITIES: Company or its designee, shall make reasonable effort to do the following:
 - 1) Upon receipt of a burglar or hold up alarm signal, transmit the alarm to the police department or the location designated by Subscriber and notify Subscriber, or his designated representative, by calling the telephone number supplied to Company in writing by Subscriber.
 - 2) Upon receipt of a manual, automatic or smoke alarm signal, transmit the alarm to the fire department, or the location designated by the Subscriber and notify Subscriber, or his designated representative, by calling the telephone number supplied to Company in writing by Subscriber.

(continued on back)

D-TECH, INC.

By: *Nanda Pittsberger* Date: *2/2/99*

SUBSCRIBER _____
By: _____ Title _____
Transaction Date: *2-5-99* Agent _____

THIS AGREEMENT SHALL BE BINDING UPON THE COMPANY UNLESS DISAPPROVED IN WRITING BY AN OFFICER OF THE COMPANY GIVEN TO THE SUBSCRIBER WITHIN 14 DAYS AFTER THE TRANSACTION DATE.

IN THE EVENT OF DISAPPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO SUBSCRIBER ANY AMOUNT THAT HAS BEEN PAID TO COMPANY BY SUBSCRIBER UPON SIGNING THIS.

THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN, AND BY REFERENCE MADE A PART HEREOF. SUBSCRIBER ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF SUCH TERMS AND CONDITIONS, AND RECEIPT OF COPY OF THIS AGREEMENT.

EMERGENCY KEYHOLDER'S / CALLOUT'S NAME	TELEPHONE NO.
1. <i>Jim Koepke</i>	<i>(360) 679-4567</i>
2. _____	<i>360 675 2122</i>
3. _____	_____



Guardian Security Systems, Inc.
 1743 First Avenue South
 Seattle, WA 98134
 www.guardiansecurity.com
 (206) 628-5545
 (206) 341-9928

ENTERED

RECEIVED NOV 2 2015

Invoice	
Invoice Number 614796	Date 11/01/2015
Customer Number 103377	Due Date 12/01/2015

Page 1

Customer Name	Customer Number	P.O. Number	Invoice Number	Due Date
CITY OF OAK HARBOR	103377		614796	12/01/2015

Quantity	Description	Rate	Amount
3.00	Oak Harbor City Bathrooms, 1600 S. Beeksm Drive, Oak Harbor, WA Alarm Monitoring Fire System, 12/01/2015 - 02/29/2016	19.00	57.00
3.00	Oak Harbor City Hall, 865 S.E. BARRINGTON DRIVE, Oak Harbor, WA Alarm Monitoring Fire System, 12/01/2015 - 02/29/2016	19.00	57.00
3.00	Oak Harbor Marina, 1401 S.E. Catalina Drive, Oak Harbor, WA Alarm Monitoring Fire System, 12/01/2015 - 02/29/2016	19.00	57.00
3.00	Oak Harbor Police Dept , 860 S.E. Barrington Drive, Oak Harbor, WA Alarm Monitoring Fire System, 12/01/2015 - 02/29/2016	19.00	57.00
3.00	Oak Harbor Police Dept - Violence Room , 860 S.E. Barrington Drive, Oak Harbor, WA Alarm, 12/01/2015 - 02/29/2016 <i>001.50 521.50 4100 \$114.00</i>	19.00	57.00
3.00	Oak Harbor Public Works Facility, 1400 N.E. 16th Avenue, Oak Harbor, WA Alarm Monitoring Fire System, 12/01/2015 - 02/29/2016	19.00	57.00
3.00	Oak Harbor Senior Center, 51 S.E. Jerome Street, Oak Harbor, WA Alarm Monitoring Fire System, 12/01/2015 - 02/29/2016	19.00	57.00
3.00	Oak Harbor Waste Water, (RBC - Treatment Plant), Oak Harbor, WA Alarm Monitoring Fire System, 12/01/2015 - 02/29/2016	19.00	57.00

Date	Invoice #	Description	Amount	Balance Due
11/01/2015	614796	Recurring Services	\$846.00	\$846.00

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION



Guardian Security Systems, Inc.
 1743 First Avenue South
 Seattle, WA 98134
 www.guardiansecurity.com

Return Service Requested

Invoice	
Invoice Number 614796	Date 11/01/2015
Customer Number 103377	Due Date 12/01/2015

Net Due: \$846.00
 Amount Enclosed: _____

012309
 *****3-DIGIT 982 12360 1 AT 0.416
 CITY OF OAK HARBOR
 ATTN: ACCOUNTS PAYABLE
 865 SE BARRINGTON DR
 OAK HARBOR WA 98277-3257

REMIT TO:

GUARDIAN SECURITY SYSTEMS, INC.
 1743 1ST AVE S
 SEATTLE WA 98134-1432

16394
 1
 614796 001
 54



Guardian Security Systems, Inc.
 1743 First Avenue South
 Seattle, WA 98134
 www.guardiansecurity.com
 (206) 622-6545
 (206) 341-9928

Invoice	
Invoice Number 614796	Date 11/01/2015
Customer Number 103377	Due Date 12/01/2015

Customer Name	Customer Number	P.O. Number	Invoice Number	Due Date
CITY OF OAK HARBOR	103377		614796	12/01/2015

Quantity	Description	Rate	Amount
3.00	AES Radio Monitoring Fire System, 12/01/2015 - 02/29/2016	65.00	195.00
3.00	Alarm Monitoring Alarm, 12/01/2015 - 02/29/2016	19.00	57.00
<i>Oak Harbor Waste Water, (Seaplane Base Lagoons), Oak Harbor, WA</i>			
3.00	Alarm Monitoring AES Radio, 12/01/2015 - 02/29/2016	65.00	195.00
	Sales Tax		0.00
	Payments/Credits Applied		0.00
Invoice Balance Due:			\$846.00

16395
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614796 001
54

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

Bill No. 5.a.i
Date: January 5, 2016
Subject: Select Mayor Pro Tempore

FROM: Dr. Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Select a Mayor Pro Tempore to serve a 2-year term beginning January 7, 2016 through January 1, 2018.

BACKGROUND / SUMMARY INFORMATION

Traditionally, the City Council has selected a Mayor Pro Tempore at the first meeting of even numbered years. Councilmember Danny Paggao has served as Mayor Pro Tempore since January of 2002.

LEGAL AUTHORITY

RCW 35a.12.065

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

At the January 7, 2014 Regular Council Meeting, Mayor Pro Tem Paggao was appointed by unanimous vote, to serve as Mayor Pro Tempore for a two-year term.

ATTACHMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. 5.a.ii
Date: January 5, 2016
Subject: 2016 City Council Workshop
Meeting Schedule

FROM: Dr. Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approve a Workshop Meeting Schedule for 2016.

BACKGROUND / SUMMARY INFORMATION

In 2014 and 2015, City Council Workshops have been held on the fourth Wednesday of every month at 3:00 p.m., and meeting on the third Wednesday of the month in June, November and December to accommodate AWC Conference and holidays. The Workshop schedules for 2014 and 2015 were approved by unanimous vote of the Council.

Because AWC City Action Days are schedule for January 27-28th, the January Workshop should be scheduled earlier than the Fourth Wednesday (1/27/2016) to avoid conflict.

Staff proposes the following Workshop Schedule for 2016:

Fourth Wednesday of each month from 3:00 - 5:00 p.m., and meeting on the Third Wednesday from 3:00 - 5:00 p.m. during the months of January, June, November, and December.

LEGAL AUTHORITY

RCW 42.30.080 allows for the presiding officer or majority of the governing body of a public agency to call a Special Meeting at any time and providing at least 24 hours notice.

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

January 7, 2014 and January 6, 2015 Regular City Council Meetings.

ATTACHMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. 5.a.iii
Date: January 5, 2016
Subject: Clean Water Facility Project
Update by City Staff

FROM: Joe Stowell, City Engineer

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Review Report.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

Requested by City Council.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Report](#)

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



CITY COUNCIL PROJECT UPDATE – January 5, 2016

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

RECENT ACTIVITIES AND MILESTONES (PREVIOUS TWO WEEKS)

- Site Preparation Package B, Deep Excavation, is underway.
- Site Preparation Package C, Miropiles, bid opening was December 17, 2015.
- The Council elected to include a larger community room into the project.
- A project newsletter was mailed to all city addresses.
- Information regarding the Windjammer Integration Plan was presented at the December 16th City Council Workshop.

ANTICIPATED/UPCOMING ACTIVITIES AND MILESTONES (NEXT SIX WEEKS)

- Finalize CAG members for Windjammer Park Integration Plan
- 90% Design has begun with an anticipated completion in March.
- GMP #6 Award is scheduled for the January 19, 2016 City Council Meeting.

CLEAN WATER FACILITY DESIGN STATUS

Item	Description	Progress %
Facility Design	Carollo Engineers have submitted 60% design drawings and are proceeding with the 90% documents.	60%

CONSTRUCTION PACKAGE STATUS

Item	Description	Progress %
Site Preparation Package B	The design for the deep excavation package is complete. Construction has begun.	Completed
Site Preparation Package C	Site Prep C bid opening occurred on December 17 th . GMP #6 will be presented to City Council for award on January 19 th .	Underway

PERMIT ACQUISITIONS STATUS

Pending Permits	Description
<ul style="list-style-type: none"> • Boundary Line Adjustment • Foundation permit • Site Plan Amendment 	<ul style="list-style-type: none"> • The Boundary Line Adjustment nearly complete. • Site Prep C – Micropiles – The design team has applied for a foundation permit. • The design team is revising the site plan submittal to reflect Concept B and the community room.

CONSTRUCTION STATUS

Item	Description	Estimated Completion
GMP #2 (Outfall Construction)	The subcontractor has completed their work. We are currently finalizing the paperwork for this phase of work.	Final Closeout
GMP #3 (Site Preparation A)	The subcontractor has completed their work and the contract is being closed out.	Completed
GMP #4 (Site Preparation B)	Construction activities have begun	May 2016

COST AND FUNDING STATUS

Major Cost Item	Cost Estimate	Description
GMP #1 (MBR/UV)	\$2,775,455.58 (includes sales tax)	Awarded by City Council on 12/2/2014 Includes Membrane Bioreactor and Ultra Violet Disinfection equipment procurement and design support. Does not include installation costs.
GMP #2 (Outfall)	\$2,164,488 (includes sales tax)	Awarded by City Council on 4/21/15 Construction of a new outfall from approximately the waterfront trail out into Oak Harbor Bay.
GMP #3 (Site Prep A)	\$908,872 (includes sales tax)	Approved by City Council 6/16/15. Preliminary site excavation and archaeological investigation. Preliminary results indicate this work will come in under budget or be delayed until Site Preparation Package B.
GMP #4 (Site Prep B)	\$5,109,549 (includes sales tax)	Site Preparation Package B will include utility relocates, minor demolition at the existing RBC Plant, stone column installation, sheet pile installation and deep excavation. City Council approved GMP #4 on October 20. .
Overall Project	TBD	60% design documents have been received by the City. Carollo and Hoffman completed cost estimates. Staff presented the updated cost estimate to City Council at a workshop on September 30th with options regarding biosolids handling and including a community/training room. 90% Design is expected to begin in October.
GMP #5 (Biosolids Dryer)	\$2,028,222	Bio-solids handling options were presented to City Council at a Special Workshop held on September 30 th . A Resolution and GMP #5 regarding a biosolids dryer were approved at the October 20 th City Council Meeting.
Community Room	TBD	City Council elected to include the Community Room into the project at the December 15, 2015 Meeting.

Funding: Pending	Description
2016 CWSRF – WWTP Construction	The City has been allocated \$15,631,311 at a reduced interest rate of 1.9% for 20 years and an additional \$463,154 forgivable principal for hardship and green project reserve. An additional \$4,586,846 in Centennial Grant was also offered. The 2016 CWSRF agreement is currently being drafted.
2017 CWSRF - WWTP Construction	Application for 2017 CWSRF funding was submitted October 16, 2015.
Bonds	The City's financial advisor for the project, PFM, presented options for issuing bonds for the new Clean Water Facility at the September 30 th City Council Special Workshop. The City is reviewing our funding options with regards to CWSRF vs. Bonds to develop the most advantageous funding program for the project. The goal is to reduce the overall burden on the rate payers. City staff initiated preparation of POS statement necessary to issue revenue bonds.
Rates	HDR presented potential rate impacts of the new Clean Water Facility to City Council at a Special Workshop held September 30 th . Staff is currently reviewing the impacts of the funding sources listed above, current bond rates and the estimated cost of the project to determine how the project rates might be impacted by the construction cost increases and lower financing rates. Staff is proceeding with a bond sale in early 2016.
Funding: In hand	Description
2015 CWSRF – Outfall Design and Construction	The City has received \$3,200,000 in low interest loans from DOE for design and construction of the new outfall for the wastewater treatment plant. The loan is for 20 years at 2.7% interest.
2015 CWSRF – WWTP Design	The City has received \$8,260,000 in low interest loans for design of the new wastewater treatment plant. The loan is for 20 years at 2.7% interest.
Department of Commerce Grant	The City has received a \$2,500,000 grant from the Governors Capital Improvement Program.
Bond Anticipation Note	Staff has secured interim financing through US Bank to bridge the gap between CWSRF reimbursements and the issuance of revenue bonds. We are anticipating a \$10,000,000 short term loan (6 months) at 0.64% interest.
Reserves	The sewer fund has been accumulating reserves that have been earmarked for this project.

COMMUNICATIONS AND OUTREACH STATUS

Upcoming activities or In-Progress activities	Description
Project communications plan	With initiation of the Site Prep B portion of the project, the project team has implemented the Good Neighbor Plan. A project brochure was sent to all addresses in the city. New project signs have been posted at the site.
Windjammer Park Integration Plan	A workshop with City Council was held on December 16 th highlighting City Council priorities. A Citizen Advisory Group is currently being established to develop a plan for the area surrounding the Clean Water Facility.

PROJECT SCHEDULE



PROJECT CONTACT INFORMATION

Web

www.oakharborcleanwater.org

Email

treatmentplant@oakharbor.org

General phone (24-hour)

360-914-7000

Mail

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

Project team contact information

Joe Stowell, P.E., City Engineer
[360-720-8796](tel:360-720-8796)
jstowell@oakharbor.org

Brett Arvidson P.E., Project Engineer
[360-914-7987](tel:360-914-7987)
barvidson@oakharbor.org

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

Bill No. 5.a.iv
Date: January 5, 2016
Subject: 2016 Whidbey Island Marathon
Update by Race Director

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Monthly meeting update for the 2016 Whidbey Island Marathon.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

Requested by City Council.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. 7.a
Date: January 5, 2016
Subject: Resolution 16-02: 2016
Legislative Priorities

FROM: Dr. Doug Merriman, City Administrator/Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Discuss and consider approval of Resolution 16-02

BACKGROUND / SUMMARY INFORMATION

As one method for conveying information to the State Legislature for the upcoming Legislative session, the attached Resolution No. 16-02 outlines those issues which the City of Oak Harbor believes should have the highest priorities in 2016. A resolution by City Council conveying its wishes to our Legislators can convey a formal and more comprehensive message than sending or voicing individual requests.

Moreover, a resolution provides a concise listing as a priority of those needs the City Council deems crucial.

Once adopted, this resolution will be forwarded to the Association of Washington Cities and personally handed to Representative Dave Hayes, Representative Norma Smith, and Senator Barbara Bailey.

LEGAL AUTHORITY

FISCAL IMPACT

This is no fiscal impact as a result of this proposed action.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Draft Resolution No. 16-02](#)

RESOLUTION NO. 16-02

A RESOLUTION IDENTIFYING THE CITY OF OAK HARBOR'S 2016 WASHINGTON STATE LEGISLATIVE PRIORITY ISSUES

WHEREAS, the City of Oak Harbor has a keen interest in how the Washington State Legislature actions can and do impact the City; and

WHEREAS, it is the City's intention to work with the Governor's Office, the leadership throughout the Senate and House, and the Association of Washington Cities with specific help from the City's 10th District Legislators, and

WHEREAS, the City of Oak Harbor has a good positive working relationship with the current 10th District Legislators; and

WHEREAS, this positive working relationship is fostered by the frequent and ongoing exchange of information where the specific needs and priorities of the City of Oak Harbor are clearly expressed to our 10th District Legislators; and

WHEREAS, by the attached Exhibit "A" the City of Oak Harbor wishes to extend to Washington State Senator Barbara Bailey, Representative Norma Smith, and Representative Dave Hayes the City of Oak Harbor's 2016 Legislative Priority Issues.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oak Harbor, Washington, that the attached Exhibit "A" is hereby adopted as the 2016 Legislative Priority Issues of the City of Oak Harbor.

PASSED by the City Council of the City of Oak Harbor this _____ Day of _____, 2015.

CITY OF OAK HARBOR

BOB SEVERNS, MAYOR

Approved as to Form:

Nikki Esparza, City Attorney

ATTEST:

Anna Thompson, City Clerk

EXHIBIT “A”
CITY OF OAK HARBOR 2016 LEGISLATIVE PRIORITY ISSUES

1. **SUPPORT AND PROMOTE** the City’s applications for Federal and State funding sources to both assist in paying for construction of the City of Oak Harbor’s new wastewater treatment facility and to relieve a portion of the cost burden on local ratepayers.
2. **SPONSOR AND ADVOCATE** for an amendment to the Revised Code of Washington that will grant municipally-owned marinas the same lease/management agreement options available to port district-owned marinas.
3. **RETAIN CAPRON** Transportation funding as a critical resource for the City of Oak Harbor's Street and Arterials surface transportation needs.
4. **SUPPORT** reinstatement and long-term viability of funding for the Public Works Trust Fund Program - a critically needed source of funding for municipal infrastructure.
5. **SUPPORT** Legislative efforts to encourage growth in the Washington Main Street Program by providing additional and ongoing funding assistance for rejuvenating cities' older downtown business districts while retaining the area's traditional and historic character.
6. **SUPPORT** and promote the City's applications for Federal and State funding to assist in paying for the costs of moving critical water supply infrastructure as a result of State plans to realign segments of State Route 20.
7. **SUPPORT** grant funding from the Department of Commerce to local agencies who must comply with the State mandate to review and update local comprehensive plans by 2016.
8. **SUPPORT** a Legislative effort to limit local government liability exposure and financial burdens caused by unreasonable public records requests.
9. **CONTINUE** to support Legislative efforts to provide ongoing funding assistance for those cities subject to NPDES Phase II storm water regulation and permitting.
10. **REFRAIN** from supporting any Legislative proposal that requires the election of all municipal court judges.
11. **CONTINUE** to be diligent in addressing the State budget crisis without transferring State obligations onto local government or by eliminating local level funding sources.
12. **CONTINUE** to support Legislation that provides flexibility at the point of collecting development impact fees.
13. **SUPPORT** amending the frequency of required financial audits for cities and towns with records of clean audits.
14. **REMOVE** the permanent \$10 million diversion of liquor taxes to local governments and maintain the historic revenue sharing system for liquor profits.
15. **SUPPORT** increased sharing of marijuana tax revenue with cities' tasked with both the enforcement of state and regulatory laws and with the provision of health and social services designed to mitigate marijuana substance abuse.

16. **SUPPORT** a Legislative effort to continue planning for the preservation of the Deception Pass bridge.
17. **REFRAIN** from supporting any Legislative proposals that would establish a mandate upon local government without providing the necessary funds to fully support the mandate.

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

Bill No. 9.a
Date: January 5, 2016
Subject: Appointment - Lodging Tax
Advisory Committee Chair

FROM: Dr. Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Appoint a member of the City Council to serve a 3-year term on the Lodging Tax Advisory Committee as Chair, beginning January 1, 2016 and ending January 1, 2019.

BACKGROUND / SUMMARY INFORMATION

Councilmember Campbell has served as Chair of the Lodging Tax Advisory Committee since January 2010. He was reappointed to serve an additional 3-year term in 2013. The current term expired on January 1, 2016.

LEGAL AUTHORITY

OHMC 2.66.020 - 2.66.030

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bill No. 9.b
Date: January 5, 2016
Subject: Appointment - Island Transit
Board of Directors

FROM: Doug Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

The purpose of the agenda bill is to select a City of Oak Harbor Representative to be on the Island Transit Board of Directors.

BACKGROUND / SUMMARY INFORMATION

In accordance with Article II, The Governing Body – Board Composition, Section 2.1 of the Island County Public Transportation Benefit Area (PTBA) bylaws:

The governing body of the corporation shall consist of a Board of five (5) members, all of who shall be elected officials selected by and serving at the pleasure of the governing bodies of the component cities within the area and County Commissioner in the area. The membership of the Board shall be determined on the following basis:

1. Two (2) members who are elected officials of the governing body of the County.
2. The cities of Oak Harbor, Coupeville and Langley shall each have one (1) member on the Board.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

12/2/14 Rick Almberg appointed, expired 12/31/15

ATTACHMENTS