



## CITY COUNCIL AGENDA

Council Chambers, 865 SE Barrington Drive

November 4, 2015

6:00 PM

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### **CALL TO ORDER**

Invocation - Led by Mayor Pro Tem Paggao

Pledge of Allegiance - Led by Mayor Scott Dudley

Excuse Absent Councilmembers

### **1. APPROVAL OF AGENDA**

### **2. PRESENTATIONS**

- a. Proclamations
- b. Honors & Recognitions
- 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 October 20, 2015 Regular Council Meeting
- b. Approval of Accounts Payable Vouchers and Payroll Checks
- c. Appointment - Susan Gerard to the Police Community Advisory Board (CAB)
- d. Reappointments to Park Board: Erica Wasinger, Daisy Sapida and Mike Wright
- e. Reappointment - Skip Pohilla and Rick Lawler to the Arts Commission
- f. Reappointment - Pat Morse to the Library Board
- g. Resolution 15-35: Initiating the Vacation of Beach Avenue

- h. Ordinance No. 1745: Maritime Zoning Regulations
- i. Grant Application: National Council on Aging, Aging Mastery Program (AMP)
- j. Island Local Integrating Organization - Grant Application for Marina Projects
- k. Island Place Division 2 Final Plat
- l. Hearing Examiner Contract Renewal for Michael Bobbink
- m. Authorization to contract for services to replace roof at Flintstone Park
- n. Purchase Authorization-Service Body for Parks Division
- o. Change Order Proposal #2: Ameresco Project

**5. STAFF, MAYOR & COUNCIL COMMENTS**

- a. City Administrator
  - i. Clean Water Facility Project Update by City Staff
  - ii. 2016 Whidbey Island Marathon Update presented by the Oak Harbor Elks Lodge No. 2362
- 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. Ordinance No. 1749: Bond Anticipation Note (BAN)
- b. Ordinance No. 1750: Credit Card Limits

**8. CONTRACTS & AGREEMENTS**

- a. None

**9. OTHER ITEMS FOR CONSIDERATION**

- a. None

**10. REPORTS & DISCUSSION ITEMS**

- a. None

**11. EXECUTIVE SESSION**

- a. None

**ADJOURN**

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

Bill No. C/A 4.a  
Date: November 4, 2015  
Subject: Minutes of the October 20,  
2015 Regular Council Meeting

**FROM: Dr. Merriman, City Administrator and Finance Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

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

**RECOMMENDED ACTION**

Approve Minutes of the 10/20/15 Regular Council Meeting.

**BACKGROUND / SUMMARY INFORMATION**

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [10/20/2015 Minutes](#)

Oak Harbor City Council  
Regular Meeting Minutes  
October 20, 2015

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**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 Beth Munns  
Councilmember Joel Servatius  
Councilmember Rick Almberg  
Councilmember Jim Campbell  
Councilmember Bob Severns  
Councilmember Tara Hizon

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  
Chief of Fire Ray Merrill  
Chief of Police Ed Green  
Senior Services Administrator Mary Anderson  
Economic Development Coordinator Barbara Sphon  
Executive Assistant to Mayor Kellye Mazzoli  
City Clerk Anna Thompson

Mayor Scott Dudley was absent.

Clean Water Facility Contractors in Attendance

Trevor Thies, Hoffman Construction  
Bryan Shirley, Hoffman Construction  
Brian Matson, Carollo Engineers  
K. Wendall Adams, KBA Construction, Inc.  
Kelly Bush, Equinox Research & Consulting International (ERCI)

**CALL TO ORDER**

Mia Wallgren, Practitioner of the First Church of Christ Scientist, led the invocation, and Mayor Pro Tem Paggao led the pledge of allegiance.

**APPROVAL OF AGENDA**

**Motion:** Councilmember Servatius moved take item 7.b to 6.a, seconded by Councilmember Severns, unanimously approved.

**Motion:** Councilmember Servatius moved to approve the Agenda as amended, seconded by Councilmember Campbell, to approve the agenda as amended. Unanimously approved.

## PRESENTATIONS

### Community Presentation

Kristiina Miller, Founder and Director of The Garage of Blessings, provided a brief presentation of the nonprofit organization.

## CITIZEN COMMENT PERIOD

Mayor Pro Tem Paggao opened the Citizen Comment Period at 6:09 p.m., closed at 6:20 p.m.

### Citizens Speaking

Tericka Ginther  
Hal Hovey

After all comments were provided, the Citizen Comment period was closed at 6:16 p.m.

## CONSENT AGENDA

- a. Minutes of the Special Workshop Meeting on September 30, 2015, and Regular City Council meeting held on October 6, 2015
- b. Approval of Accounts Payable and Check Numbers
- c. Appointment of Marty Malloy to the Police Community Advisory Board
- d. Ordinance 1744: Wireless Facilities Modification
- e. Ordinance 1746: Impact Fee Retention Code Amendment

**Motion:** Councilmember Munns moved to accept the Consent Agenda Items “a” through “e.” Motion seconded by Councilmember Campbell, unanimously approved.

## STAFF, MAYOR & COUNCIL COMMENTS

### City Administrator

City Administrator/ Finance Director Dr. Merriman announced that the Oak Grove Donations Program for the City’s Centennial Celebration is now available online.

Regency on Whidbey will host the Centennial Photo Display on November 5<sup>th</sup> and 6<sup>th</sup>.

### Clean Water Facility Project Update by City Staff

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

Mr. Stowell announced groundbreaking for the Clean Water Facility will commence on November 17<sup>th</sup> at 3:00 p.m.

### Mayor

No comments.  
Councilmembers

Councilmember Campbell announced that the Lodging Tax Committee will be meeting at the end of the month.

Councilmember Munns announced the AWC Regional meeting will be held on Thursday, November 12<sup>th</sup> in Bellingham.

Councilmember AlMBERG provided some updates regarding the Board of Island Transit.

Councilmember Severns had no comments.

Councilmember Servatius thanked staff for the Oak Grove Tree Donation program.

Councilmember Hizon recognized Development Director Steve Powers in honor of the Community Planning Month of October.

### **PUBLIC HEARINGS & MEETINGS**

6.a Resolution 15-34: Clean Water Facility Community Room  
Joe Stowell, City Engineer provided the Staff report

Mayor Pro Tem opened the item for public comment at 6:46 p.m.

#### Citizens Speaking

Jason McFadyen

Christine Cribb

Erica Wasinger

Jeff Plea

Kathy Phillips

Celine Servatius

Mike Plush

Hal Hovey

Island County Commissioner Jill Johnson – comments provided by letter, read by Councilmember Joel Servatius

Citizen comment period closed at 7:05 p.m.

Comments from Councilmembers.

Brian Matson with Carollo Engineering answered some questions regarding increasing the space of the Community Room on the second floor of the Clean Water Facility.

**Motion:** Councilmember Servatius moved to instruct staff to prepare revised drawings and cost estimates for a community use room with a minimum auditorium style seating capacity of 250. The presentation shall include specific funding opportunities and be presented to council no later than December 15, 2015. Motion seconded by Councilmember Campbell, unanimously approved.

Mayor Pro Tem Paggao called a five (5) minute recess at 8:10, and reconvened the meeting at 8:17 p.m.

## ORDINANCES & RESOLUTIONS

### Resolution 15-33: Clean Water Facility - Bio-solids Handling

Staff report provided by Joe Stowell, City Administrator

Mayor Pro Tem opened the item for public comment at 8:22 p.m.

#### Citizen Speaking

Hal Hovey

Closed public comment at 8:22 p.m.

### **Resolution 15-33: Clean Water Facility - Bio-solids Handling**

**Motion:** Councilmember Munns moved to adopt Resolution 15-33: Adopting a Bio-solids Dryer Option for Construction of the Clean Water Facility, motion seconded by Councilmember Severns, unanimously approved.

## CONTRACTS & AGREEMENTS

### Clean Water Facility - Guaranteed Maximum Price Amendment #4 - Site Preparation Package B

Joe Stowell, City Engineer provided the staff report

### **Clean Water Facility - Guaranteed Maximum Price Amendment #4 - Site Preparation Package B**

Questions from the Council.

**Motion:** Councilmember Servatius moved to authorize the Mayor to sign AIA Document A133 – 2009 Exhibit A (GMP #4) in the amount of \$5,109,549 plus Sales Tax (\$444,531) with Hoffman Construction for construction of Site Preparation B-Deep Excavation, Shoring and Stone Columns. Motion seconded by Councilmember Munns, unanimously approved.

### Clean Water Facility - Guaranteed Maximum Price Amendment #5 - Bio-solids Dryer Procurement

Joe Stowell, City Engineer provided the Staff report

Council asked follow-up questions on the topic presented.

### **Clean Water Facility - Guaranteed Maximum Price Amendment #5 - Bio-solids Dryer Procurement**

**Motion:** Councilmember Severns moved to authorize the Mayor to sign AIA Document A133 – 2009 Exhibit A (GMP #5) in the amount of \$2,028,222 plus Sales Tax (\$176,455) with Hoffman Construction for pre-purchase of a bio-solids dryer. Motion seconded by Councilmember Hizon, unanimously approved.

**Motion:** Councilmember Hizon moved to suspend Council rules and extend the meeting to 9:30 p.m. Motion seconded by Councilmember Almberg, unanimously approved.

### Clean Water Facility - Carollo Engineers - Contract Amendment #12

Joe Stowell, City Engineer provided the Staff report

Questions from Councilmembers. Brian Matson assisted in answering questions.

### **Clean Water Facility - Carollo Engineers - Contract Amendment #12**

**Motion:** Councilmember Hizon moved to approve the recommended action [authorize the Mayor to sign Contract Amendment No. 12 with Carollo Engineers in the amount of \$1,496,077, increasing the total contract amount from \$8,109,264 to \$9,605,341. Motion seconded by Councilmember Munns, unanimously approved.

### Clean Water Facility - ERCI - Contract Amendment #6

Joe Stowell, City Engineer provided the Staff report

Councilmember Almberg asked how many more weeks Hoffman Construction will be working on deep excavation. Bryan Shirley of Hoffman Construction helped to answer their questions, explaining that there is an additional four to five months of deep excavation.

### **Clean Water Facility - ERCI - Contract Amendment #6**

**Motion:** Councilmember Servatius moved to authorize the Mayor to sign Amendment No. 6 to the Professional Services Agreement with Equinox Research Consulting International (ERCI) for Archaeological Services related to the new wastewater treatment plant in the amount of 99,890.97, increasing the total contract amount from \$504,079.08 to \$604,969.10. Motion seconded by Councilmember Munns, unanimously approved.

### Clean Water Facility - KBA - Contract Amendment #1

Joe Stowell, City Engineer provided the Staff report

### **Clean Water Facility - KBA - Contract Amendment #1**

**Motion:** Councilmember Munns moved to authorize the Mayor to sign Contract Amendment No. 1 with KBA, Inc. in the amount of \$510,000 increasing the total contact amount from \$295,500 to \$805,500. Motion seconded by Councilmember Campbell, unanimously approved.

## ADJOURN

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

Meeting adjourned at 9:19 p.m.

Anna M. Thompson, City Clerk

City of Oak Harbor  
City Council Agenda Bill

Bill No. C/A 4.b  
Date: November 4, 2015  
Subject: Approval of Accounts Payable  
Vouchers and Payroll Checks

**FROM: Dr. Merriman, City Administrator**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- Scott Dudley, 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 cover sheets is attached. Claim cover sheets 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 164092 through 164251 in the amount of \$476,880.17.

*Payroll Check Numbers:*

- Direct Deposit check numbers 36070 through 36228.

- EFT check numbers 752 through 756.

- Payroll check numbers 98374 through 98426.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

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

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
164092	10/19/2015	0006984 AMERICAN PETROLEUM	3504051315		OIL FILTERS	25.00	
<b>Total :</b>						<b>25.00</b>	
164093	10/19/2015	0000345 GREATER OAK HBR CHAMBER OF COM	090815		SEP 2015 OPERATIONS	8,333.34	
			090815A		REIMBURSEMENT	3,600.00	
			091615		REIMBURSEMENT	780.99	
			092215		REIMBURSEMENT	8,630.10	
<b>Total :</b>						<b>21,344.43</b>	
164094	10/19/2015	0000418 INDUSTRIAL TRAINING SERVICE	101515		FORKLIFT OPERATING SAFETY	1,305.00	
<b>Total :</b>						<b>1,305.00</b>	
164095	10/19/2015	0000746 PUGET SAFETY EQUIPMENT	0029461-IN		GAS CYLINDER	211.97	
<b>Total :</b>						<b>211.97</b>	
164096	10/19/2015	0000743 PUGET SOUND ENERGY	200002036917		ELECTRICITY/BTWN BAYSHORE DR & I	150.65	
			200007268135		ELECTRICITY/SW ERIE ST SW BARRIN	173.42	
			220002247165		ELECTRICITY/SW FAIRWAY POINT DR &	13.40	
			400001037250		POLE RELOCATE	1,401.57	
<b>Total :</b>						<b>1,739.04</b>	
<b>5 Vouchers for bank code :</b>		bank				<b>Bank total :</b>	<b>24,625.44</b>
<b>5 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>24,625.44</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164097	10/26/2015	0000490 LABOR & INDUSTRIES, WASHINGTON STATE	102615		LABOR & INDUSTRIES	2,736.53
					<b>Total :</b>	<b>2,736.53</b>
164098	10/27/2015	0007449 A-1 PERFORMANCE, INC	23554		OCT 2015/JANITORIAL SERVICES	3,066.58
			23577		OCT 2015/MONTHLY CLEANING	491.92
					<b>Total :</b>	<b>3,558.50</b>
164099	10/27/2015	0005405 AGRICULTURE, UNITED STATES DEPT OF	3001799027		ANIMAL AND PLANT HEALTH INSPECTI	1,374.09
					<b>Total :</b>	<b>1,374.09</b>
164100	10/27/2015	0006325 ALLPLAY SYSTEMS	2015-122		ENGINEERED WOOD FIBER	4,265.39
					<b>Total :</b>	<b>4,265.39</b>
164101	10/27/2015	0007999 ALSCO INDUSTRIAL PRODUCTS, INC	216772		PIPE	734.07
					<b>Total :</b>	<b>734.07</b>
164102	10/27/2015	0000712 AMERIGAS	3045016416		PROPANE/MARINA	223.02
					<b>Total :</b>	<b>223.02</b>
164103	10/27/2015	0002044 ANACORTES.NET/HOW IT WORKS	36311		OCT 2015/WEB HOSTING	75.00
			36334		OCT 2015/WEB HOSTING	15.95
			47539		WEBSITE MAINTENANCE	42.50
			47566		WEBSITE MAINTENANCE	85.00
					<b>Total :</b>	<b>218.45</b>
164104	10/27/2015	0004019 ASSOCIATED PETROLEUM PRODUCTS	0808809-IN		FUEL	20,359.36
					<b>Total :</b>	<b>20,359.36</b>
164105	10/27/2015	0000159 AT&T MOBILITY	287249477751X1024201		AIRCARDS	407.13
					<b>Total :</b>	<b>407.13</b>
164106	10/27/2015	0002640 B&H	101763565		OUTPUT CARDS	2,898.00
			101810355		OUTPUT CARDS	20,342.00
					<b>Total :</b>	<b>23,240.00</b>
164107	10/27/2015	0000069 BAILEY, MICHAEL	EXP REIMB		EXP REIMB	279.41

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164107	10/27/2015	0000069 0000069 BAILEY, MICHAEL			(Continued)	<b>Total : 279.41</b>
164108	10/27/2015	0007274 BEST WESTERN PLUS	234627 234628		HOTEL ACCOMMODATIONS/ROBBINS HOTEL ACCOMMODATIONS/SCHEER	250.44 250.44 <b>Total : 500.88</b>
164109	10/27/2015	0007807 BLIND ENTERPRISES	2437		MERROWED	3.50 <b>Total : 3.50</b>
164110	10/27/2015	0001558 BOUND TREE MEDICAL, LLC	81944416		GAUZE/BANDAGE	164.94 <b>Total : 164.94</b>
164111	10/27/2015	0004642 BRAINARD, JENNIFER	101915		MUNICIPAL COURT PRO TEM	660.72 <b>Total : 660.72</b>
164112	10/27/2015	0006660 BURROWS BAY ASSOCIATES	7768		ADVERTISING	975.00 <b>Total : 975.00</b>
164113	10/27/2015	0000143 CADA	1ST HALF DCTED 2ND HALF DCTED ST-OHPD-01		1ST HALF DCTED CRIMINAL JUSTICE F 2ND HALF DCTED CRIMINAL JUSTICE F TRAINING	2,532.50 2,532.50 624.15 <b>Total : 5,689.15</b>
164114	10/27/2015	0002993 CAMPBELLS LODGE, INC	2560		HOTEL ACCOMMODATIONS/LEWIS/ESF	542.64 <b>Total : 542.64</b>
164115	10/27/2015	0000627 CAPITAL ONE COMMERCIAL	354643		SUPPLIES	325.88 <b>Total : 325.88</b>
164116	10/27/2015	0006016 CARTER, MARGOT L	101415		PUBLIC DEFENSE	300.00 <b>Total : 300.00</b>
164117	10/27/2015	0000150 CASCADE NATURAL GAS	03963180678 08793000004 11829220273 12470743597 13275491754 36624000000		NATURAL GAS/210 NATURAL GAS/POLICE STATION NATURAL GAS/208 NATURAL GAS/207 NATURAL GAS/205 NATURAL GAS/FIRE STATION	18.19 48.97 10.60 17.34 22.40 139.63

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164117	10/27/2015	0000150	CASCADE NATURAL GAS		(Continued)	
			40661045647		NATURAL GAS/ANIMAL SHELTER	108.61
			45420760055		NATURAL GAS/202	28.30
			57309970234		NATURAL GAS/201	10.60
			58793000009		NATURAL GAS/CITY HALL	173.03
			62337906945		NATURAL GAS/204	100.80
			67984882349		NATURAL GAS/209	29.15
			80434000008		NATURAL GAS/CITY SHOP	274.03
			82193000005		NATURAL GAS/ANNEX	31.47
			90134000000		NATURAL GAS/ADULT CARE CENTER	20.34
			92612025210		NATURAL GAS/203	10.60
					<b>Total :</b>	<b>1,044.06</b>
164118	10/27/2015	0000179	CLERKS PETTY CASH	102115	PETTY CASH	228.00
					<b>Total :</b>	<b>228.00</b>
164119	10/27/2015	0007655	COBAN TECHNOLOGIES, INC	10800	CRADLE/KEY	635.90
				10822	SOLUTION RENEWAL	915.17
					<b>Total :</b>	<b>1,551.07</b>
164120	10/27/2015	0007991	COMBAT FIRST AID	1057	TRAINING/CLEMENTS	175.00
					<b>Total :</b>	<b>175.00</b>
164121	10/27/2015	0005773	COMCAST	8498300270032028	XFINITY	20.23
				8498300271046803	INTERNET	235.97
				8498300290363841	INTERNET	228.98
					<b>Total :</b>	<b>485.18</b>
164122	10/27/2015	0000197	CONCRETE NORWEST	1430020	CY 1050A	90.50
					<b>Total :</b>	<b>90.50</b>
164123	10/27/2015	0007268	CORSA COMMUNICATIONS	GLVM-1521	ADVERTISING	420.00
					<b>Total :</b>	<b>420.00</b>
164124	10/27/2015	0007690	CORT, DOROTHY	1	TRAVEL REFUND	13.00
					<b>Total :</b>	<b>13.00</b>
164125	10/27/2015	0000218	CULVER COMPANY	50958	WTR CLR ELEPHNT/CRAYONS/OTTER/	1,968.23

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164125	10/27/2015	0000218 0000218 CULVER COMPANY	(Continued)			<b>Total : 1,968.23</b>
164126	10/27/2015	0000222 CUSTOM ENGRAVING	15-859		RETIREMENT PLAQUE	54.35
						<b>Total : 54.35</b>
164127	10/27/2015	0000225 DAILY JOURNAL OF COMMERCE	3305579		TIMBER SALE NOTICE	374.40
						<b>Total : 374.40</b>
164128	10/27/2015	0000235 DAVIDO CONSULTING GROUP, INC	14424		PROF SVC/OH SCENIC HEIGHTS DRAIL	1,987.50
						<b>Total : 1,987.50</b>
164129	10/27/2015	0000256 DAY WIRELESS SYSTEMS	176743-00 397359		REMOTE MOUNT KIT SMD CALIBRATIONS	345.76 478.28
						<b>Total : 824.04</b>
164130	10/27/2015	0000257 DUTCH MAID CLEANERS	103115		OCT 2015/UNIFORM SERVICES	168.98
						<b>Total : 168.98</b>
164131	10/27/2015	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	2016-BA0020567		BIOSOLIDS PERMIT	2,113.15
						<b>Total : 2,113.15</b>
164132	10/27/2015	0001859 ELITE	06-706745		PROLAW READY CONTRACT	1,605.32
						<b>Total : 1,605.32</b>
164133	10/27/2015	0008000 EMBASSY SUITES	38872		HOTEL ACCOMMODATIONS/RILEY	687.15
						<b>Total : 687.15</b>
164134	10/27/2015	0000278 EMERALD SERVICES, INC	I375865 I376034		RECYCLING RECYCLING	280.61 64.20
						<b>Total : 344.81</b>
164135	10/27/2015	0007989 ENGINEERJOBS.COM	2015-16092		ADVERTISING	135.00
						<b>Total : 135.00</b>
164136	10/27/2015	0002900 FASTENAL	WAOAK21021		CANISTER TRCH/PACKAGED COMBO C	62.54
						<b>Total : 62.54</b>
164137	10/27/2015	0007929 FEHR PEERS	103336		PROF SVC/OAK HARBOR TRANSPORT,	16,083.45

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164137	10/27/2015	0007929 0007929 FEHR PEERS			(Continued)	<b>Total : 16,083.45</b>
164138	10/27/2015	0000954 FIRE CHIEFS, WASHINGTON STATE ASSOC ( R2016-207			MEMBERSHIP DUES	1,000.00 <b>Total : 1,000.00</b>
164139	10/27/2015	0003413 FIRE SERVICE BOOKSTORE	300007640		FIRE & EMERGENCY SERVICES COMP.	963.56 <b>Total : 963.56</b>
164140	10/27/2015	0006592 FIRST PROTECTION FIRE & SAFETY	22523		FIRE EXTINGUISHERS	282.62 <b>Total : 282.62</b>
164141	10/27/2015	0007838 FOREMOST PROMOTIONS	317545		HALLOWEEN BAGS	351.00 <b>Total : 351.00</b>
164142	10/27/2015	0007141 FREEDOM PROPERTIES, LLC	103115		OCT 2015/ANIMAL SHELTER	2,500.00 <b>Total : 2,500.00</b>
164143	10/27/2015	0000355 FRONTIER	007-9244 279-2236 675-2111 675-3121 675-6794 679-8702 770-2694 770-2715		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	258.72 118.04 70.23 64.45 59.10 73.59 35.11 28.80 <b>Total : 708.04</b>
164144	10/27/2015	0000326 FRONTIER BUILDING SUPPLY	116399 116487 116552		COUNTER EDGE FIR CEDAR	44.22 11.52 55.83 <b>Total : 111.57</b>
164145	10/27/2015	0000325 FRONTIER FORD	106069		HANDLE	34.64 <b>Total : 34.64</b>
164146	10/27/2015	0001706 GARDNER, PAT	EXP REIMB EXP REIMB2		EXP REIMB EXP REIMB	280.50 52.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164146	10/27/2015	0001706 0001706 GARDNER, PAT			(Continued)	<b>Total : 332.50</b>
164147	10/27/2015	0002767 GATEWAY CONTROLS, INC	2015585		SUPPORT RENEWAL	105.98 <b>Total : 105.98</b>
164148	10/27/2015	0007997 GOLDSTREET DESIGN AGENCY, INC	00002477		STORMWATER ON DEMAND	2,364.23 <b>Total : 2,364.23</b>
164149	10/27/2015	0007998 GOOD TO GO	TB-159022607		TOLL BILL	5.50 <b>Total : 5.50</b>
164150	10/27/2015	0000349 GRAINGER	9861509017		PIPE/PLUGS	190.81 <b>Total : 190.81</b>
164151	10/27/2015	0000351 GRAYBAR	981421510		SUPERIOR ESSEX	316.38 <b>Total : 316.38</b>
164152	10/27/2015	0000345 GREATER OAK HBR CHAMBER OF COM	101515		REIMBURSEMENT CLAIM	12,786.85 <b>Total : 12,786.85</b>
164153	10/27/2015	0004974 GREEN LIGHT SOLUTIONS	8348		MAINTENANCE & INSEPCTIONS	940.00 <b>Total : 940.00</b>
164154	10/27/2015	0000323 HD FOWLER COMPANY	C371201 I4057922 I4060316 I4061251 I4066774		METERS VALVE BOX METER BOX METERS ANGLE BALL	-569.85 237.10 134.38 534.24 275.11 <b>Total : 610.98</b>
164155	10/27/2015	0005515 HDR ENGINEERING, INC	00460654-H		PROF SVC/UTILITY RATE AND FEE UPI	808.50 <b>Total : 808.50</b>
164156	10/27/2015	0001251 HEWLETT-PACKARD COMPANY	56452892 56486638		MEMORY COMPUTER	43.48 998.95 <b>Total : 1,042.43</b>
164157	10/27/2015	0003095 HOME DEPOT CREDIT SERVICES	1574521		OSB/STUD	118.78

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164157	10/27/2015	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			1574556		DRYWALL	122.08
			2026000		SAKRETE/BUCKET	20.35
			24709		SAKRETE/WATER	30.66
			4021194		SHOPCRD/MOUNT	78.24
			4042665		BOXES	21.71
			5010439		BUSHINGS/THREAD SEAL/GAL TEE	22.95
			5590933		NIPPLES/FASTENERS	23.07
			581487		SQUEEGE	13.48
			6010623		BUCKETS/LIDS	9.67
			6133957		AIR PURIFIER	150.02
			7010379		CRACK FLEX/COUPLINGS/FLANGES	52.76
			7023539		BOTTLES	12.33
			7023617		GOLDLI	12.47
			7574218		TRIPPLY/GLN DUO/FLTBLK	63.26
			7581113		IMPACT/DRILL	324.95
			8564715		CASTER/SAWHORSE/FINISH	103.13
			8564727		BC	10.52
			9020360		NO 2/DOORSTOP/LIQUID NAILS	18.87
					<b>Total :</b>	<b>1,209.30</b>
164158	10/27/2015	0005250 HONEYMOON BAY COFFEE ROASTERS	131052		COFFEE SUPPLIES	93.22
					<b>Total :</b>	<b>93.22</b>
164159	10/27/2015	0000253 ID TECHNOLOGY SERVICES	15040405		TABLETS	1,612.64
					<b>Total :</b>	<b>1,612.64</b>
164160	10/27/2015	0005872 IMPAIRED DRIVING IMPACT PANEL	101015		DUI/UNDERAGE DRINKING PREVENTIC	166.67
					<b>Total :</b>	<b>166.67</b>
164161	10/27/2015	0000417 INDUSTRIAL BOLT & SUPPLY	599837		DISCS/WEDGE/SOCKET/CONNECTOR	485.87
					<b>Total :</b>	<b>485.87</b>
164162	10/27/2015	0000411 ISLAND COUNTY TREASURER	102015		3RD QTR 2015/MUNICIPAL COURT EXP	41,195.95
			3		3RD QTR 2015/JANITORIAL/REPAIRS/O	4,654.50
					<b>Total :</b>	<b>45,850.45</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164163	10/27/2015	0007910 ISLAND DIVE SERVICES	21 23		VIDEO SURVEY FLOTATION BLOCKS	65.34 457.38 <b>Total : 522.72</b>
164164	10/27/2015	0000438 ISLAND PAINT & GLASS	30770		PAINT	16.45 <b>Total : 16.45</b>
164165	10/27/2015	0002379 ISLAND PROPERTY MANAGEMENT	101415		HYDRANT DEPOSIT REFUND	839.10 <b>Total : 839.10</b>
164166	10/27/2015	0000454 JET CITY EQUIPMENT RENTAL	201525		CONCRETE DUMPING	10.87 <b>Total : 10.87</b>
164167	10/27/2015	0000794 JOHN DEERE FINANCIAL	60099		STAY/ROLLER/AXLE/BUSH	287.70 <b>Total : 287.70</b>
164168	10/27/2015	0007995 KUSSMAUL ELECTRONICS	0000062131		REPAIRS	398.40 <b>Total : 398.40</b>
164169	10/27/2015	0007930 LACY & PAR	39845		POSTCARD MAILING	3,722.94 <b>Total : 3,722.94</b>
164170	10/27/2015	0005843 LAND TITLE AND ESCROW OF	110290A-IN 110458A-IN 110459A-IN 110460A-IN		TITLE SERVICES TITLE SERVICES TITLE SERVICES TITLE SERVICES	1,076.13 293.49 293.49 293.49 <b>Total : 1,956.60</b>
164171	10/27/2015	0005814 LIBERTY MUTUAL	601049781		RENEWAL/GREEN	100.00 <b>Total : 100.00</b>
164172	10/27/2015	0001909 LONG, JAY	1		DRIVING SERVICES	96.00 <b>Total : 96.00</b>
164173	10/27/2015	0000522 LUEHR, TOM	1		DRIVING SERVICES	114.00 <b>Total : 114.00</b>
164174	10/27/2015	0000524 LYNDEN ICE	115008745		ICE	112.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164174	10/27/2015	0000524 0000524 LYNDEN ICE			(Continued)	<b>Total : 112.00</b>
164175	10/27/2015	0000530 MAILLIARD'S LANDING NURSERY	106526 107589		YARD WASTE SOIL	208.85 23.89 <b>Total : 232.74</b>
164176	10/27/2015	0000660 MARKET PLACE FOOD & DRUG	545678 695463		GROCERIES GROCERIES	212.60 377.38 <b>Total : 589.98</b>
164177	10/27/2015	0007306 MASSEY, MEG	EXP REIMB		EXP REIMB	622.50 <b>Total : 622.50</b>
164178	10/27/2015	0000040 MATRIX	608399080		LONG DISTANCE	430.42 <b>Total : 430.42</b>
164179	10/27/2015	0007450 MAZZOLI, KELLYE	EXP REIMB EXP REIMB		EXP REIMB EXP REIMB	24.00 12.00 <b>Total : 36.00</b>
164180	10/27/2015	0006028 MCI COMM SERVICE	679-3902		LONG DISTANCE	37.39 <b>Total : 37.39</b>
164181	10/27/2015	0005127 MICHALSKI, PAT	1		TRAVEL REFUND	13.00 <b>Total : 13.00</b>
164182	10/27/2015	0007994 MORGAN, LESLIE	TRAVEL ADVANCE		TRAVEL ADVANCE	130.00 <b>Total : 130.00</b>
164183	10/27/2015	0004423 MUNICIPAL EMERGENCY SERVICES	00679523_SNV		COATS/PANTS	3,261.00 <b>Total : 3,261.00</b>
164184	10/27/2015	0000612 NELSON PETROLEUM	0565792-IN 0565793-IN		FUEL FUEL	1,309.90 182.17 <b>Total : 1,492.07</b>
164185	10/27/2015	0007670 NETWORKFLEET, INC	OSV000000303715		MONTHLY SERVICE	238.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164185	10/27/2015	0007670 0007670 NETWORKFLEET, INC			(Continued)	<b>Total : 238.60</b>
164186	10/27/2015	0006974 NORTH AMERICAN RESUCE, LLC	IN195762		TOURNIQUET/GAUZE/LEASH/KIT/DRES	1,062.49
						<b>Total : 1,062.49</b>
164187	10/27/2015	0002200 NORTH WHIDBEY SPORTSMAN'S	147		RANGE	1,700.00
						<b>Total : 1,700.00</b>
164188	10/27/2015	0005767 NORTHWEST RUNNER MAGAZINE	1401		ADVERTISING	760.00
						<b>Total : 760.00</b>
164189	10/27/2015	0003946 OAC SERVICES, INC	130213		PROF SVC/OAK HARBOR WWT	4,932.17
						<b>Total : 4,932.17</b>
164190	10/27/2015	0000672 OAK HARBOR ACE	261393		INSERT	4.98
			261610		GASKET	7.60
			261751		STAPLES/HSP	14.65
			261862		SCISSORS/CEMENT/ADAPTER/ELBOW	25.67
			261897		BUSHING/INSERT	7.44
			261921		INSERT/BIT	7.59
			261943		WHEEL BRUSH/CHAIN/SHACKLE/WIRE	66.22
			261998		OIL	5.42
			262024		KEYS/FASTENERS	5.77
			262098		CAULK	3.79
			262137		BRUSHES	29.32
			262163		HOSE/CLAMPS/HAMMER	43.55
			262173		SEALER	14.11
			262181		REGULATOR/BATTERIES	32.58
			262184		LANDSCAPE	7.60
			262234		RSTP	10.86
			262297		STATIONARY/SPRINGS	5.33
			262316		INHIBITOR	27.15
			262352		CEMENT/BUSHING	14.44
			262362		NIPPLE	9.10
			262371		MARKER	8.46
			262421		PIPE/BUSHING/COUPLE/ELBOW	33.18
			262425		AIR BLOW GUN/PLUG/COUPLER/VALVE	12.22

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164190	10/27/2015	0000672 OAK HARBOR ACE	(Continued)			
			262448		PAINTBRUSHES	3.03
			262451		FASTENERS	33.56
			262452		STAIN	7.60
					<b>Total :</b>	<b>441.22</b>
164191	10/27/2015	0000668 OAK HARBOR AUTO CENTER	001-254701		BELTS	26.12
			001-254702		FLEET RUNNER	61.64
			001-254703		FLEET RUNNER	52.48
			001-254940		FILTERS	39.22
			001-254991		MAGNETIC	11.23
			001-255255		FILTERS	9.02
					<b>Total :</b>	<b>199.71</b>
164192	10/27/2015	0006743 OAK HARBOR ELKS LODGE	103115		MARATHON SERVICES	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
164193	10/27/2015	0000681 OAK HARBOR SCHOOL DISTRICT	0000150009		OCT 2015/COMPUTER NETWORK SUPP	9,660.00
					<b>Total :</b>	<b>9,660.00</b>
164194	10/27/2015	0003092 OAK HARBOR SIGNS	216		OUT OF SERVICE SIGNS	152.18
					<b>Total :</b>	<b>152.18</b>
164195	10/27/2015	0006980 OCCUPATIONAL HEALTH DYNAMICS	43761		CALIBRATION	660.00
					<b>Total :</b>	<b>660.00</b>
164196	10/27/2015	0000665 OFFICEMAX, INC	032131		CABLE	28.90
					<b>Total :</b>	<b>28.90</b>
164197	10/27/2015	0007993 OMAK POLICE DEPARTMENT	HC101511		REGISTRATION REFUND	225.00
					<b>Total :</b>	<b>225.00</b>
164198	10/27/2015	0007996 OMG NATIONAL	N1024296		STICKERS	296.00
					<b>Total :</b>	<b>296.00</b>
164199	10/27/2015	0000698 P & L GENERAL CONTRACTORS	3114		LEAK REPAIR	237.03
					<b>Total :</b>	<b>237.03</b>

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164200	10/27/2015	0005279 PACIFIC POWER GROUP	6748496-00 6748496-01		FILTERS PAPER PARTS/MANUAL	60.14 277.13 <b>Total : 337.27</b>
164201	10/27/2015	0002985 PACIFIC TIRE CO. INC	0092526 0092657 0092658		TIRES TIRES TIRES	1,748.44 55.88 81.92 <b>Total : 1,886.24</b>
164202	10/27/2015	0001615 PART WORKS, INC	414288		HINGE PIN	47.28 <b>Total : 47.28</b>
164203	10/27/2015	0005783 PARTSMaster	20948246		BLADES	165.67 <b>Total : 165.67</b>
164204	10/27/2015	0007610 PERKINS COIE, LLP	5384195		PROF SVC/CONSTRUCTION ADVICE	220.00 <b>Total : 220.00</b>
164205	10/27/2015	0000709 PERS	01128680		SEP 2015/UNFUNDED LIABILITY	26.98 <b>Total : 26.98</b>
164206	10/27/2015	0004041 PETERSCHMIDT, ARNOLD	TRAVEL ADVANCE		TRAVEL ADVANCE	35.50 <b>Total : 35.50</b>
164207	10/27/2015	0000710 PLATT ELECTRIC SUPPLY, INC	H842809 H843616 H890447		CONTACT CONTACT CONTACT	203.43 203.43 -203.43 <b>Total : 203.43</b>
164208	10/27/2015	0000724 PONY MAILING & BUSINESS CENTER	248767		SHIPPING	15.30 <b>Total : 15.30</b>
164209	10/27/2015	0000729 POSTMASTER	101415		POSTAGE	175.00 <b>Total : 175.00</b>
164210	10/27/2015	0001309 PROPERTY AND EVIDENCE, INC, INTERNATI LI480360			REGISTRATION	375.00 <b>Total : 375.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164211	10/27/2015	0000746	PUGET SAFETY EQUIPMENT	0029829-IN	CONES	4,932.27
<b>Total :</b>						<b>4,932.27</b>
164212	10/27/2015	0000743	PUGET SOUND ENERGY		ELECTRICITY/1301 SE CATALINA DR	38.44
					ELECTRICITY/DISPLT	1,090.87
					ELECTRICITY/WINDMILL	10.16
					ELECTRICITY/CITY SHOP	2,055.84
					ELECTRICITY/EBATH	12.34
					ELECTRICITY/1888 NE 5TH AVE PUMP	15.75
					ELECTRICITY/30505 ST ROUTE 20	178.56
					ELECTRICITY/34777 STATE ROUTE 20	74.86
					ELECTRICITY/2000 SW SCENIC HEIGH	24.52
					ELECTRICITY/1780 SW SPRINGFIELD C	10.77
					ELECTRICITY/3285 SW SCENIC HEIGH	90.26
					ELECTRICITY/552 NW CLIPPER DR	10.16
					ELECTRICITY/2075 SW FT	25.42
					ELECTRICITY/1500 S BEEKSMA DR CM	154.54
					ELECTRICITY/1000 SE IRELAND ST	14.91
					ELECTRICITY/1957 FORT NUGENT RD	154.26
					ELECTRICITY/650 NE 7TH AVE SEWAGI	28.17
					ELECTRICITY/800 SE MIDWAY BLVD LIC	79.70
					ELECTRICITY/1577 NW 8TH AVE	10.16
					ELECTRICITY/SMITH PARK	10.16
					ELECTRICITY/WKTCH	11.88
					ELECTRICITY/NEIL PK & HOLLAND GAF	31.53
					ELECTRICITY/700 SE PIONEER WAY LA	3,974.30
					ELECTRICITY/5941 STATE ROUTE 20	13.10
					ELECTRICITY/700 AV W & MIDWAY	104.96
					ELECTRICITY/75 SE JEROME ST	10.16
					ELECTRICITY/FABER ST & HARVEST D	10.77
					ELECTRICITY/ANNEX	13.95
					ELECTRICITY/2330 SW ROSARIO PL	36.94
					ELECTRICITY/1948 NW CROSBY AVE	107.90
					ELECTRICITY/1661 NE 16TH AVE SWRS	16.63
					ELECTRICITY/651 SE BAYSHORE DR LI	56.79
					ELECTRICITY/CITY BEACH PARK	15.90
					ELECTRICITY/940 SE PIONEER WAY C/	180.41

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164212	10/27/2015	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200010531172		ELECTRICITY/1300 NE BIG BERRY LOC	10.77
			200010531354		ELECTRICITY/CABI	113.46
			200010531941		ELECTRICITY/800 SE DOCK ST	105.41
			200010699706		ELECTRICITY/BALLPK	73.19
			200011316839		ELECTRICITY/SR 20 & 650 AV W	618.11
			200011551930		ELECTRICITY/ADULT CARE CENTER	39.88
			200011579964		ELECTRICITY/285 SE JEROME ST	27.90
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	10.16
			200012278087		ELECTRICITY/FIRE STATION	990.96
			200012425357		ELECTRICITY/TREATMENT PLANT	5,263.83
			200012838765		ELECTRICITY/PIONEER PARK	17.66
			200013370750		ELECTRICITY/MARINA	1,898.96
			200013734963		ELECTRICITY/672 CHRISTIAN RD PUMI	2,138.14
			200013968405		ELECTRICITY/1540 SE PIONEER WAY L	96.11
			200014151886		ELECTRICITY/1370 SE DOCK ST	43.78
			200014366534		ELECTRICITY/700 AV W & 80 NW	288.58
			200014596478		ELECTRICITY/CITY HALL	800.97
			200015399153		ELECTRICITY/1678 SW 8TH AVE	10.16
			200015618321		ELECTRICITY/600 NE 7TH AVE	106.55
			200015685833		ELECTRICITY/287 SE CABOT DR SWRF	65.71
			200017255619		ELECTRICITY/690 SW HELLER RD WTF	292.47
			200017441482		ELECTRICITY/CITY BEACH PARK	857.51
			200017575347		ELECTRICITY/1367 NW CROSBY AVE S	89.31
			200017653656		ELECTRICITY/3300 OLD GOLDIE RD PL	73.45
			200017654415		ELECTRICITY/1000 SW THORNBERRY I	182.88
			200017853025		ELECTRICITY/2081 NE 9TH AVE SWRF	11.20
			200017968427		ELECTRICITY/POLICE STATION	2,850.41
			200019043344		ELECTRICITY/90 SE PIONEER WAY LIG	36.46
			200019500517		ELECTRICITY/1137 NW KATHLEEN DR I	46.49
			200020179194		ELECTRICITY/626 CHRISTIAN RD	12.16
			200020235012		ELECTRICITY/SENIOR CENTER	1,073.40
			200020308330		ELECTRICITY/KITEST	11.13
			200022441113		ELECTRICITY/980 SW MCCROHAN ST I	32.47
			200023231067		ELECTRICITY/945 E WHIDBEY AVE #B	23.46
			200023360569		ELECTRICITY/700 W HELLER RD TRAFI	55.76
			200024715845		ELECTRICITY/1285 NE TAFTSON ST LF	29.99

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164212	10/27/2015	0000743 PUGET SOUND ENERGY	(Continued)			
			200025075157		ELECTRICITY/33500 STATE ROUTE 20	157.82
			220000598098		ELECTRICITY/2725 NE GOLDIE ST	125.71
			220002244337		ELECTRICITY/END OF GUN CLUB RD	67.97
			220003651407		ELECTRICITY/101	478.43
			220003735804		ELECTRICITY/275 SE PIONEER WAY	784.51
			220005593946		ELECTRICITY/1770 NE GOLDIE ST PUM	16.81
			220005790955		ELECTRICITY/301 SE PIONEER WAY	164.30
			220007681624		ELECTRICITY/2900 N OAK HARBOR RD	19.53
			300000005003		ELECTRICITY/PARKS	394.33
			300000007421		ELECTRICITY/STREET LIGHTS	64.46
			300000009906		ELECTRICITY/PARKS	58.50
			300000010409		ELECTRICITY/PARKS	62.76
			300000010458		ELECTRICITY/MIDWAY BLVD	218.64
			300000010516		ELECTRICITY/MIDWAY BLVD	104.13
					<b>Total :</b>	<b>29,791.81</b>
164213	10/27/2015	0007885 REDNECK PROPERTIES, LLC	103115		OCT 2015/PARKING LOT RENTAL	1,650.00
					<b>Total :</b>	<b>1,650.00</b>
164214	10/27/2015	0000960 REVENUE, WASHINGTON STATE DEPT OF	100915		SALES/USE TAX	53,705.84
					<b>Total :</b>	<b>53,705.84</b>
164215	10/27/2015	0004654 RILEY, KENNETH	EXP REIMB		EXP REIMB	39.42
					<b>Total :</b>	<b>39.42</b>
164216	10/27/2015	0003879 ROBOTRONICS INC	50928		HEADSET	185.00
					<b>Total :</b>	<b>185.00</b>
164217	10/27/2015	0000774 ROGERS MACHINERY COMPANY, INC	1007853		RING/WASHER	52.02
					<b>Total :</b>	<b>52.02</b>
164218	10/27/2015	0007800 SEBRIS BUSTO JAMES	59184		PROF SVC/BARGAINING	896.10
					<b>Total :</b>	<b>896.10</b>
164219	10/27/2015	0000816 SHELL FLEET PLUS	0000000065163545510		FUEL	32.30
					<b>Total :</b>	<b>32.30</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164220	10/27/2015	0000822 SHRED-IT USA, INC	9407840108		SHREDDING	56.68
<b>Total :</b>						<b>56.68</b>
164221	10/27/2015	0000831 SIX ROBBLEES', INC	14-313526 14-313571 14-313837 14-313839 5-749084		NON-CHLORINATED BRAKE VALVE PALLET OF 20/SHOE BOX TIRES DASH VALVE	106.44 137.85 370.10 74.62 226.59
<b>Total :</b>						<b>915.60</b>
164222	10/27/2015	0000814 SKAGIT FARMERS SUPPLY	141546		T-ZONE	486.39
<b>Total :</b>						<b>486.39</b>
164223	10/27/2015	0007828 SKAGIT PUBLISHING	941315		REQUEST FOR PROPOSALS	537.20
<b>Total :</b>						<b>537.20</b>
164224	10/27/2015	0002901 SMITH & LOVELESS, INC	105930 105965		IMPLR/WASHER/BOLT/GASKET VALVE	2,467.70 372.61
<b>Total :</b>						<b>2,840.31</b>
164225	10/27/2015	0000843 SOLID WASTE SYSTEMS, INC	0080592-IN		JOYSTICK	1,373.32
<b>Total :</b>						<b>1,373.32</b>
164226	10/27/2015	0000846 SOUND PUBLISHING	760694 WCW657272		SEP 2015/PUBLICATIONS-ACCT#801251 RFP NOTC/TIMBER SALE	486.24 343.89
<b>Total :</b>						<b>830.13</b>
164227	10/27/2015	0007990 SPECIALIZED ARMAMENT	20151013-03		TRAINING/SILVEIRA	475.00
<b>Total :</b>						<b>475.00</b>
164228	10/27/2015	0007992 SPOHN, BARBARA	EXP REIMB		EXP REIMB	4,468.70
<b>Total :</b>						<b>4,468.70</b>
164229	10/27/2015	0004203 SRV CONSTRUCTION, INC	2		PROF SVC/AULT FIELD BOOSTER PUM	54,671.15
<b>Total :</b>						<b>54,671.15</b>
164230	10/27/2015	0003883 STAPLES BUSINESS ADVANTAGE	3277330387 3278393974		MARKERS/TONER TONER	629.41 158.51

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164230	10/27/2015	0003883 STAPLES BUSINESS ADVANTAGE	(Continued)			
			3279046451		TONER	746.52
			3279046456		CUPS/FOLDERS	137.34
			3280271030		SCREEN	428.17
			3280271031		MOUSE	62.45
			3280271033		COIN ENVELOPES/SCALE	30.96
			3280816146		4 WAY ACTIVE	74.32
			3280816147		FOLDERS/CALENDAR	30.29
			3280816149		CARDS/MOUSE	47.37
			3280816152		PRINTER	380.44
			3280816153		CABLE/MARKERS	26.61
			3280816159		CREDIT	-90.13
			3280816160		FAX/PRINTER/CABLE	558.83
			3280816161		SCANSNAP	539.14
					<b>Total :</b>	<b>3,760.23</b>
164231	10/27/2015	0000856 STATE AUDITOR'S OFFICE	L110606		2015 AUDIT SERVICES FOR 2014	17,089.32
					<b>Total :</b>	<b>17,089.32</b>
164232	10/27/2015	0000980 STEVENS, AMY	TRAVEL ADVANCE		TRAVEL ADVANCE	106.50
					<b>Total :</b>	<b>106.50</b>
164233	10/27/2015	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	102.00
			1		DRIVING SERVICES	126.00
					<b>Total :</b>	<b>228.00</b>
164234	10/27/2015	0006673 SUMMIT SAFETY SHOES	9002820		BOOTS/VONGREY	130.39
					<b>Total :</b>	<b>130.39</b>
164235	10/27/2015	0000874 SURETY PEST CONTROL	1079244		PEST EXTERMINATION	59.79
			1079986		PEST EXTERMINATION	54.35
			1080343		PEST EXTERMINATION	59.79
			1081588		PEST EXTERMINATION	146.75
					<b>Total :</b>	<b>320.68</b>
164236	10/27/2015	0007736 SYSTEMS FOR PUBLIC SAFETY, INC	26681		P17B	9,796.00
			26682		P18B	9,670.74

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164236	10/27/2015	0007736 SYSTEMS FOR PUBLIC SAFETY, INC	(Continued)			
			26683		P3	9,545.48
			26685		P2B	9,545.48
			27604		SKID PLATE/CONVERSION KIT	478.41
			27717		P2B	869.73
			27718		P3	869.73
			27719		P18B	2,948.33
			27720		P17B	2,948.33
					<b>Total :</b>	<b>46,672.23</b>
164237	10/27/2015	0007265 THOMPSON, ANNA	102015		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
164238	10/27/2015	0006331 ULINE	71342221		BAGS	86.45
					<b>Total :</b>	<b>86.45</b>
164239	10/27/2015	0000923 UNITED PARCEL SERVICE	0000A0182W415		SHIPPING	1.82
					<b>Total :</b>	<b>1.82</b>
164240	10/27/2015	0001052 WASHINGTON STATE PATROL	I16002262		BACKGROUND CHECKS	616.25
					<b>Total :</b>	<b>616.25</b>
164241	10/27/2015	0001055 WATERWORX DIVE SERVICE	101415		UNDERWATER SERVICES	3,652.32
					<b>Total :</b>	<b>3,652.32</b>
164242	10/27/2015	0003897 WELSHANS, KINDLE	EXP REIMB		EXP REIMB	102.00
					<b>Total :</b>	<b>102.00</b>
164243	10/27/2015	0001039 WESTERN PETERBILT, INC	E222450 S859023		RECEIVER VALVES	199.56 189.32
					<b>Total :</b>	<b>388.88</b>
164244	10/27/2015	0001000 WHIDBEY AUTO PARTS, INC.	258658 258686 264258		DISPENSING PUMP GAUGE PINS	63.85 32.25 21.82
					<b>Total :</b>	<b>117.92</b>
164245	10/27/2015	0000675 WHIDBEY COMMUNITY PHYSICIANS	070115-63		PHYSICAL/BOON	150.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
164245	10/27/2015	0000675 WHIDBEY COMMUNITY PHYSICIANS	(Continued) 070915-138 072415-113 072715-46		PHYSICAL/HANNAN PHYSICAL/POLLOCK PHYSICAL/FAKKEMA	150.00 150.00 150.00
<b>Total :</b>						<b>600.00</b>
164246	10/27/2015	0001017 WHIDBEY PRINTERS	48012 48046 48047		ENVELOPES BUSINESS CARDS/SPOHN BUSINESS CARDS/MERRIMAN	197.29 59.79 59.79
<b>Total :</b>						<b>316.87</b>
164247	10/27/2015	0006151 WHIDBEY WEEKLY, LLC	4356		ADVERTISING	1,330.00
<b>Total :</b>						<b>1,330.00</b>
164248	10/27/2015	0007121 WHITFIELD UNTIED INSURANCE	LSM0710349		BOND POLICY/WEBSTER	100.00
<b>Total :</b>						<b>100.00</b>
164249	10/27/2015	0007753 WL CONSTRUCTION SUPPLY, LLC	8569		BLADE	409.99
<b>Total :</b>						<b>409.99</b>
164250	10/27/2015	0001061 XEROX CORPORATION	701898652		AUG 2015/COPIER RENTAL	4,106.31
<b>Total :</b>						<b>4,106.31</b>
164251	10/27/2015	0001068 ZUMAR INDUSTRIES, INC	178766		BLANKS	208.35
<b>Total :</b>						<b>208.35</b>
<b>155 Vouchers for bank code : bank</b>						<b>Bank total : 452,254.73</b>
<b>155 Vouchers in this report</b>						<b>Total vouchers : 452,254.73</b>

City of Oak Harbor  
City Council Agenda Bill

Bill No. C/A 4.c  
Date: November 4, 2015  
Subject: Appointment - Susan Gerard to  
the Police Community Advisory  
Board (CAB)

**FROM: Scott Dudley, Mayor**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Confirm appointment Susan Gerard to the Police Community Advisory Board (CAB) for a 4-year term as the 5th Resident Member, beginning 11/05/2015 and ending 11/01/2019.

**BACKGROUND / SUMMARY INFORMATION**

If appointed, Susan Gerard will become the 5th Resident Member of the Board and will also fill the last vacancy on the CAB. The Police Community Advisory Board has not operated with a full board since 2012.

The Chief of Police Ed Green recommends her appointment.

Susan Gerard is willing to serve the 4-year term and if appointed, her term will begin on 11/05/2015 and will end 11/01/2019.

**LEGAL AUTHORITY**

OHMC 2.50.

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Biography of Susan Gerard](#)

## Biography Form

Recommended Board Appointment for: Police Community Advisory Board (CAB)

Name: Susan Gerard Date: 10/9/2015

Address: 1415 SE 9th #B202

City, State, Zip: Oak Harbor, WA 98277

Mailing Address (if different): 316 SE Pioneer Way #504  
Oak Harbor, WA 98277

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell 3606897974

Email: Sgerard585@gmail.com

Resident of Oak Harbor/Whidbey Island for: 1 years/ months

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

Admin/office Management @  
Rue + Primavera Occupational +  
Physical Therapy.

Local Group or Civic affiliations: OHPD Citizen Volunteer  
GSSF (Glock Sport Shooting Federation) - R.O.  
Kitsap Rifle + Revolver RO-Spec Events

Special Interests: Shooting Sports, Gym, travel

Other General Comments: Still new to Oak Harbor but  
have extensive Public Safety background  
between my father was prev. Kitsap Deputy,  
I worked dispatch for Jefferson County  
my brother worked corrections in Nevada

When completed, please return to:

Meg Massey, Oak Harbor Police Department, 860 SE Barrington Drive, Oak Harbor, WA 98277

City of Oak Harbor  
City Council Agenda Bill

Bill No. C/A 4.d  
Date: November 4, 2015  
Subject: Reappointments to Park  
Board: Erica Wasinger, Daisy  
Sapida and Mike Wright

**FROM: Scott Dudley, Mayor**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

A. Confirm the appointment of Erica Wasinger to the Park Board as a Regular Member 1) for fulfillment of the unexpired term from 6/2013 to 12/01/2013; and 2) for a 3 year term, beginning 12/01/2013 and ending 12/01/2016.

B. Confirm extension Daisy Sapida's appointed term from 1 year to 3 years, beginning 9/01/2015 and ending on 9/01/2018.

C. Confirm the re-appointment of Mike Wright to the Park Board for a regular 3 year term, from 11/05/2015 through 12/01/2018.

**BACKGROUND / SUMMARY INFORMATION**

A. Erica Wasinger was appointed as Park Board Alternate on May 21, 2013 to fulfill an unexpired term, previously held by Eric Lindberg, which ended on September 1, 2014.

In June of 2013, Helen Chatfield-Weeks resigned from the Park Board and so, as the Alternate, Erica then fulfilled Helen's Regular membership position. (Helen Chatfield-Weeks was originally appointed in January of 1996, and her last term was due to expire on December 1, 2013.) The appointment of Erica as a Regular member of the Park Board should have come before the Mayor and Council for ratification at that time.

We ask that the Council confirm the Mayor's appointment of Erica Wasinger to the Park Board as a Regular Member for 1) fulfillment of the unexpired term from June 2013 through December 1, 2013; and 2) for a 3 year term, retroactive from December 1, 2013 and ending December 1, 2016. Erica is willing to continue to serve the remainder of the term.

B. At the September 1, 2015 Council meeting, Daisy Sapida's appointment was extended for 1 year instead of the usual 3 year term. Ms. Sapida should have been re-appointed for the 3 year term beginning

September 1, 2015 and ending September 1, 2018.

C. Mike Wright has been serving on the Park Board since December 19, 2000. If re-appointed, he would serve another 3 year term ending on December 1, 2018.

**LEGAL AUTHORITY**

OHMC 2.30.

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

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

Bill No. C/A 4.e  
Date: November 4, 2015  
Subject: Reappointment - Skip Pohtilla  
and Rick Lawler to the Arts  
Commission

**FROM: Scott Dudley, Mayor**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Confirm the reappointments of Skip Pohtilla and Rick Lawler to the Arts Commission for a 4 year term, beginning 11/05/2015 and ending 11/01/2019.

**BACKGROUND / SUMMARY INFORMATION**

The Arts Commission is a seven-member body with four year terms. All appointments are made by the Mayor, with the consent of the majority of Council. Skip Pohtilla has served on the Arts Commission since 10/04/2011, and Rick Lawler was first appointed on 6/19/2007.

Both Skip Pohtilla and Rick Lawler are willing to serve additional terms.

**LEGAL AUTHORITY**

OHMC 2.29.

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

City of Oak Harbor  
City Council Agenda Bill

Bill No. C/A 4.f  
Date: November 4, 2015  
Subject: Reappointment - Pat Morse to  
the Library Board

**FROM: Scott Dudley, Mayor**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Confirm the reappointment of Pat Morse to the Library Board for a 5 year term, beginning 12/01/2015 and ending 12/01/2020.

**BACKGROUND / SUMMARY INFORMATION**

The Library Board consists of 5 members serving 5 year terms or fulfillment of an unexpired term. No member shall serve more than two consecutive terms.

Pat Morse was appointed to the Library Board on 12/07/2010, and her term will expire on 12/01/2015. If confirmed, Ms. Morse's term would expire December 1, 2019, and she will not be eligible to serve another consecutive term under the Library Board conditions, see OHMC 2.31.020. Ms. Morse is willing to serve an additional term and the Mayor approves of the reappointment.

**LEGAL AUTHORITY**

OHMC 2.31.

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

City of Oak Harbor  
City Council Agenda Bill

Bill No. C/A 4.g  
Date: November 4, 2015  
Subject: Resolution 15-35: Initiating the  
Vacation of Beach Avenue

**FROM:** Nikki Esparza, City Attorney

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

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

**RECOMMENDED ACTION**

Approve Resolution 15-35 initiating the vacation of the public right of way known as "Beach Avenue" located within Windjammer Park between SE City Beach Street and SW Beeksma Drive.

**BACKGROUND / SUMMARY INFORMATION**

Prior to City acquisition of what is now Windjammer Park, a public street named "Beach Avenue" was established to provide access to the lots created in the southern portion of what is now Windjammer Park. When the City acquired the parcels that make up Windjammer, the need for a public right of way was eliminated. "Beach Avenue" has not been used as a public street and there is no need for a street in that location in the future. A street running through the southern portion of Windjammer is not consistent with park use and the location of the street interferes with the City's construction of the new Waste Water Treatment Facility. The City need to complete a boundary line adjustment between the Windjammer Park lot and the former Whidbey Island Bank lot and cannot do so until Beach Avenue is vacated.

Staff recommends approving Resolution 15-35, initiating the vacation process for Beach Avenue. Following passage of this Resolution, notice informing the public of the intent to vacate Beach Avenue will be posted for a minimum of 20 days. On December 1, 2015, a public hearing will be held before City Council and an ordinance completing the vacation will be presented.

**LEGAL AUTHORITY**

RCW 35.79.010

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

This item was presented at the October 28, 2015 workshop.

**ATTACHMENTS**

1. [Resolution 15-35](#)

**CITY OF OAK HARBOR  
Oak Harbor, Washington**

**RESOLUTION NO. 15-35**

A RESOLUTION OF THE CITY OF OAK HARBOR TO INITIATE PURSUANT TO RCW 35.79.010 THE VACATION OF PUBLIC RIGHT OF WAY KNOWN AS BEACH AVENUE LOCATED WITHIN WINDJAMMER PARK BETWEEN SE CITY BEACH STREET (70<sup>th</sup>) AND SW BEEKSMA DRIVE IN THE CITY OF OAK HARBOR, AND ESTABLISHING DECEMBER 1, 2015, AS THE DATE UPON WHICH A PUBLIC HEARING SHALL BE HELD BEFORE THE OAK HARBOR CITY COUNCIL TO CONSIDER SAID VACATION.

WHEREAS, the City has secured a title chain for Windjammer Park which indicates that a public street, namely Beach Avenue, located within Windjammer Park between SE City Beach Street (70<sup>th</sup>) and SW Beeksma Drive, the location of which is more fully described in **EXHIBIT A** attached hereto and incorporated herein by this reference, was established to provide access to lots created in the southerly portion of Windjammer Park prior to the City's acquisition of the park property; and

WHEREAS, City's acquisition of the Windjammer Park property resulted in the consolidation of the parcels accessed by Beach Avenue into one City ownership, used for park purposes, eliminating the need for a street in the location of Beach Avenue; and

WHEREAS, Beach Avenue has not been used as a public street for many decades, if ever, and no future need for a street in the location of Beach Avenue is anticipated; and

WHEREAS, a street in the location of Beach Avenue is incompatible with the City's park usage of the property; and

WHEREAS, RCW 35.79.010 authorizes the legislative authority, in this instance, the Oak Harbor City Council, to initiate street vacations by resolution; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, AS FOLLOWS:

1. Pursuant to RCW 35.79.010, incorporated by reference in RCW 35A.47.020, the City of Oak Harbor hereby initiates the vacation of Beach Avenue located within Windjammer Park between SE City Beach Street (70<sup>th</sup>) and SW Beeksma Drive, the location of which is more fully described in **EXHIBIT A**.

2. In accordance with RCW 35.79.010, December 1, 2015, at 6:00 p.m., or at such later time as scheduled on the agenda, shall be and hereby is fixed as the time at which the City Council of the City of Oak Harbor shall hold a public hearing at the City Council Chambers, Oak

Harbor City Hall, 865 S.E. Barrington Drive, Oak Harbor, WA 98277, to consider the vacation of the portion of Beach Avenue located within Windjammer Park.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF OAK HARBOR

By: \_\_\_\_\_  
SCOTT DUDLEY, Mayor

Attest:

By: \_\_\_\_\_  
ANNA THOMPSON, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
NIKKI C. ESPARZA, City Attorney

**EXHIBIT A**  
**LEGAL DESCRIPTION OF BEACH AVENUE**  
**AREA TO BE VACATED**

All of Beach Avenue lying within Government Lots 3 and 4, and Government Lot 5, if any, in Section 2, Township 32 North, Range 1 East W.M.,

EXCEPT any portion lying Easterly of the Westerly line of City Beach Street (formerly 70<sup>th</sup> SW) and ALSO EXCEPT any portion lying Westerly of the Easterly line of S. Beeksma Dr. (formerly 80<sup>th</sup> SW).

Situate in the County of Island, State of Washington.

City of Oak Harbor  
City Council Agenda Bill

Bill No. C/A 4.h  
Date: November 4, 2015  
Subject: Ordinance No. 1745: Maritime  
Zoning Regulations

**FROM: Steve Powers, Development Services Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Adopt Ordinance No. 1745

**BACKGROUND / SUMMARY INFORMATION**

The Comprehensive Plan was amended in 2012 to create a new land use category called Maritime. The intent of creating this new category was to provide an opportunity for maritime industrial and commercial uses to locate adjacent to the marina. Zoning regulations must be adopted to implement this new land use category. Ordinance No. 1745 accomplishes this task (Attachment 1). A map depicting where the regulations apply is included as Attachment 2. The regulations presented for City Council consideration were reviewed by the Planning Commission and include the type of uses that would be permitted by right, ones that will need a conditional use permit, development regulations (area ratios, density, parking etc.) and other requirements. Please see the Planning Commission report and minutes from September 22<sup>nd</sup> for appropriate background information (Attachments 3 and 4, respectively).

The formulation of the proposed regulations relied on key words and phrases within the intent statement in the Comprehensive Plan for the Maritime land use designation to determine the permitted uses and development standards. This process creates a strong link between the intent of the district and the implementing regulations. The regulations also borrow and reference the City's Shoreline Master Program and some of the standards from the Central Business District zoning regulations.

OHMC 19.80.020 establishes the criteria to consider text amendments. These are addressed below.

1. The amendment must be consistent with the Oak Harbor Comprehensive Plan.  
*The proposed regulations originate with the intent statement from this new Comprehensive Plan land use designation and are intended to implement that designation. The proposed amendment is therefore consistent with the Comprehensive Plan.*

1. The amendment must substantially promote the public health, safety and welfare.  
*The regulations are crafted to provide development opportunities around the Oak Harbor marina, while focusing on uses that are compatible, clean and diverse. The proposed performance standards prohibit activity that generates byproducts, waste etc., when combined with other existing development regulations, will promote the public health, safety and welfare.*

#### **LEGAL AUTHORITY**

RCW 35A.11 grants cities the authority to regulate their affairs.

#### **FISCAL IMPACT**

Funds Required: \$N/A

Appropriation Source: \$N/A

#### **PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

The Planning Commission reviewed these regulations in April and December of 2014. The Marina Advisory Committee reviewed the draft in March 2015. The Planning Commission conducted a public hearing on the regulations on September 22, 2015 and recommended approval.

#### **ATTACHMENTS**

1. [Ordinance No. 1745](#)
2. [Location Map](#)
3. [Planning Commission Report - September 22, 2015](#)
4. [Planning Commission Minutes - September 22, 2015](#)

ORDINANCE NO. 1745

AN ORDINANCE AMENDING OAK HARBOR MUNICIPAL CODE SECTION 19.20 TO ADD A NEW DISTRICT “MARITIME DISTRICT”, ITS PURPOSE AND INTENT, PRINCIPAL PERMITTED USES, ACCESSORY PERMITTED USES, CONDITIONAL USES, USES PROHIBITED, DENSITY PROVISIONS, CONDITIONS GOVERNING PERMITTED USES AND SITE PLAN AND DESIGN REVIEW REQUIRED.

WHEREAS, the City of Oak Harbor desired to create a land use district to accommodate maritime related uses; and

WHEREAS, the City of Oak Harbor intended the district to have a mix of clean maritime industrial uses along with supporting commercial retail and office use; and

WHEREAS, the City of Oak Harbor amended the Comprehensive Plan in 2012 with Ordinance no.1647 and created a new land use designation called Maritime; and

WHEREAS, RCW 36.70A.040 requires the adoption of development regulations that are consistent with and implement the comprehensive plan; and

WHEREAS, the Planning Commission discussed these regulations at public meetings on April 17, 2014 and December 4, 2014; and

WHEREAS, the Planning Commission held a public hearing on these regulations on September 22, 2015; and

WHEREAS, at the conclusion of the hearing the Planning Commission recommended approval of the proposed amendments; and

WHEREAS, on October 20, 2015 the City Council conducted a public hearing, for reviewing and acting upon the Planning Commission’s recommendations; and

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

**Section One.** Oak Harbor Municipal Code Section 19.20, Zoning Districts, last adopted by Ord 1573 §1 in 2010 is hereby amended to add the following:

**19.20.900 Purpose and intent.**

- (1) The purpose of this zoning district is to accommodate water dependent, water related and water enjoyment uses. These water dependent and related uses shall be clean industrial uses such as boat building, sail making, water dependent transportation, ware housing, and other uses that do not include processes that generate by products that needs to be discharged into the air or water. The intent of this district is to also accommodate commercial uses, to support and energize activity in this area. Since parking is limited in this area, the district should permit uses that are less dependent on automobiles, and

promote the use of alternate modes of transportation. Considerations must be given to limit parking in this district to conserve land for buildings and activities.

**19.20.905 Principal permitted uses.**

(1) In a maritime zoning district, the following are principal permitted uses:

- (a) Water-dependent uses such as:
  - (i) Marinas
  - (ii) Yacht Clubs
  - (iii) Boat Launch ramps
  - (iv) Boat Repairs
  - (v) Boat Storage
  - (vi) Ferry and Passenger Terminals
  - (vii) Float Plan facilities
  - (viii) Aquaculture
  - (ix) Sewer and storm outfalls
  - (x) Boat building and related industry
  - (xi) Restoration activities
  
- (b) Water-related uses such as:
  - (i) Warehousing of goods transported by water
  - (ii) Professional services serving water dependent activities
  - (iii) Marine hardware and retail store
  - (iv) Outdoor recreation outfitters
  
- (c) Water-oriented uses such as:
  - (i) Mini-storage facilities related to the Marina
  - (ii) Offices that serve water dependent uses
  - (iii) Laundry facilities
  
- (d) Water-enjoyment uses such as:
  - (i) Restaurants, cafes and food vendors
  - (ii) Bars, taverns and brew pubs
  - (iii) Gifts, hobbies, ice cream
  - (iv) Convenience store including groceries
  - (v) Tours, visitor information centers
  - (vi) Governmental buildings and associated facilities
  - (vii) Transit terminals
  - (viii) Parks and open space

**19.20.910 Accessory permitted uses.**

(1) Accessory uses are not primary uses and can be allowed along with other permitted accessory uses in a maritime district. The primary use shall be the largest use in a development or constitute 60% or more of the area. The following are accessory permitted uses:

- (a) Non water-oriented offices
- (b) Caretaker or security residences serving a permitted use
- (c) Utilities – accessory to permitted uses
- (d) Parking - accessory to permitted uses

**19.20.915 Conditional uses permitted.**

- (1) The following uses and their accessory uses may be permitted in a maritime district when authorized by the hearing examiner:
  - (a) Conference Center;
  - (b) Hotel and motel;
  - (c) Transmission lines and other primary facilities

**19.20.920 Uses prohibited.**

- (1) The following uses are prohibited in the maritime zoning district:
  - (a) Residential uses

**19.20.930 Density provisions.**

- (1) In the Maritime district the following density provisions apply:
  - (a) Minimum lot area, no limitation;
  - (b) Minimum lot width, no limitation;
  - (c) Minimum lot depth, no limitation;
  - (d) Maximum Height – 35 feet, 55 feet for water-dependent structures
  - (e) Lots within 200 ft of the ordinary high water mark must meet the development standard requirements of the Shoreline Master Program.
  - (f) Parking – There shall be no required parking for permitted and accessory uses. Bicycle racks shall be provided in accordance with the Design Guidelines and Regulations. If parking is provided, it shall not exceed the minimum required and shall meet the parking space size and access requirements of OHMC 19.44.110. Parking may be required for conditional uses. The number of parking spaces shall be determined by special studies and reduced to the minimum needed or available.

**19.20.940 Conditions governing permitted uses.**

- (1) All principal uses permitted outright in the Maritime district shall meet the following conditions:
  - (a) Uses permitted in this district shall not include processes that generate by-products that need to be discharged into the air or water.
  - (b) The use of property must not result in the creation of offensive odors and offensive or harmful quantities of dust, smoke, exhaust fumes, noise or vibration.
  - (c) Landscaping and buffers between commercial and industrial uses shall be constructed and maintained in accordance with the provisions of OHMC Chapter 19.46.
  - (d) Uses that are intended for storage or warehousing are not permitted to store material that are considered hazardous, toxic or environmentally damaging.

- (e) If located within 200 feet of the shoreline OHM, development standards established in the Shoreline Master Program shall be incorporated.
- (f) In the event that the requirements of this chapter contradict with the Shoreline Master Program, the more restrictive shall apply.
- (g) Adhere to the Design Guidelines and Regulations

**19.20.950 Site plan and design review required.**

(1) Site plan and design review shall be required as per Chapter 19.48 OHMC.

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

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

PASSED by the City Council this 20th day of October 2015.

CITY OF OAK HARBOR

\_\_\_\_\_  
SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

\_\_\_\_\_  
Anna Thompson, City Clerk

\_\_\_\_\_  
Nikki Esparza, City Attorney

Published: \_\_\_\_\_



**Maritime District**

ATTACHMENT 2

0 125 250 500 750 1,000 Feet

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**CITY OF OAK HARBOR**

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**TO:** PLANNING COMMISSION  
**FROM:** CAC KAMAK, SENIOR PLANNER  
**SUBJECT:** MARITIME ZONING  
**DATE:** 9/15/2015  
**CC:** STEVE POWERS, DEVELOPMENT SERVICES DIRECTOR

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**Purpose:** The purpose of this memo is to introduce the zoning regulations for the Maritime Zoning District. The Maritime land use category was created with the adoption of the 2012 Comprehensive Plan Amendments to accommodate water-dependent, and water-related industrial and commercial uses, on lands adjacent to the marina. The proposed regulations implement the intent of the Maritime District. The Planning Commission is requested to conduct a public hearing on the proposed regulations.

**Background:** In 2012, the Comprehensive Plan was amended to create a new land use category called “Maritime”. The intent of creating this new category was to provide an opportunity for maritime industrial and commercial uses to locate adjacent to the marina. To implement the intent of the new land use category, zoning regulations have to be crafted and adopted. The proposed regulations include the type of uses that would be permitted by right, ones that will need a conditional use permit, development regulations (area ratios, density, parking etc.) and other requirements.

**Discussion:** The formulation of the proposed regulations relied on key words and phrases within the intent statement for the Maritime designation to determine the permitted uses and development standards. Some of these phrases include:

- Accommodate high intensity water- related and water-dependent uses
- Clean industrial uses
- Commercial uses similar to uses permitted in the Central Business District
- Flexible standards for streets and parking
- Sufficient screening between industrial and commercial uses

The above language has been used to formulate regulations for the district. The regulations also borrow heavily from the Shoreline Master Program (SMP). Since the area designated as Maritime is adjacent to the shoreline, development in this area will require review against the Shoreline Master Program (SMP) regulations.

The proposed regulations borrows the SMP’s categorizations of uses to determine the kind of uses that can be permitted within the Maritime zoning district. For example, the

SMP defines *water-dependent* uses as a use or a portion of a use which cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operation (e.g. ship cargo terminals, ferry terminals, ship building, marinas, aquaculture, float plane services etc.), and a *water-related* use as a use or a portion of a use which is not intrinsically dependent on a waterfront location but whose economic vitality is dependent upon a waterfront location because of a functional requirement for a waterfront location or the use provides a necessary service supportive of a water-dependent activity and the proximity of the use to its customers makes its service less expensive or convenient. The SMP also defines *water-enjoyment*<sup>1</sup> uses. All of the above types of uses can be permitted in the Maritime district. The proposed regulations uses the above categories to list the uses that could locate in this district.

The intent statement of the Maritime designation includes “clean” as a description for industrial uses. This is a performance standard and can be included in the regulations to prohibit activity that has the potential for generating byproducts or waste that is discharged into the air or water within this district. The draft code includes some of these provisions under the “Conditions Governing Permitted Uses” section of the proposed code.

The intent of the Maritime zoning district also includes language expressing a need for a mix of commercial uses that will support the maritime industry. The language suggests commercial uses similar to the Central Business District (CBD). Although the list of uses permitted in the CBD is extensive, not all uses are appropriate for the Maritime district. One way to short list the uses is to include uses that have a low traffic impact since the intent statement also identifies traffic challenges in the area. Therefore, uses that are parking or space intensive such as theatres, furniture stores, schools etc. can either be prohibited or required to obtain a conditional use permit. Many specialty retail uses, such as antique shops, tailor shops, shoe repair etc, can also be either prohibited or conditioned. The current draft includes some novelty stores such as gift shops, hobby stores and other similar uses that may support water-related-oriented uses. Food and beverage establishments are also included since they support water-oriented-related uses and compliment all other uses in the area.

The Maritime Land Use should consider flexible standards for streets and parking as an incentive to foster development in the area. One of the major challenges in creating this land use category is the intersection of Pioneer Way, Catalina Drive and the security gate to the Seaplane Base. Since the proposed land uses in this area has the potential to generate traffic, creative solutions will need to be sought to address this issue. Creating flexible parking standards in this area is also intended to encourage the public to use the access provided by the waterfront trail with alternative modes of transportation.

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<sup>1</sup> A recreational use or other use that facilitates public access to the shoreline as a primary characteristic of the use; or a use that provides for the recreational use or aesthetic enjoyment of the shoreline for a substantial number of people as a general characteristic of the use and which through location, design, and operation ensures the public’s ability to enjoy the physical and aesthetic qualities of the shoreline.

Recognizing transportation challenges in this area, the intent statement indicates flexible parking standards and encourages the use of other modes of transportation. This can translate to various implementation strategies such as requirements for bicycle parking, eliminating parking requirements and limits on parking when provided.

The intent statement also indicates the importance of screening between commercial and industrial uses. OHMC 19.46 addresses the landscaping and screening requirements and should be sufficient to mitigate the impacts of these uses on each other.

Since the intent statement makes a strong connection to the CBD district and the SMP, development regulation for setbacks, lot area etc. have been adapted into the draft for this district from those documents. Since the district is primarily geared towards industrial development, it would be wise to prohibit residential uses in this district. Permitting residential in this district can set it up for impacts that will be hard to regulate against.

The proposed regulations include conditional uses for this district. Conditional uses are considered appropriate for a particular zoning district if they are able to mitigate or address some of the potential impacts that a use can have on the district and other uses. The impacts can range from traffic generation and parking to noise and light pollution. Conditional uses require a public hearing before the Hearing Examiner. The conditional uses that are currently included in the draft are conference centers, hotels and major utilities.

The Planning Commission has reviewed these regulations in December of 2014. At that time, notifications to other agencies, SEPA review, and a SEPA determination were remaining actions in the process of formal adoption. Staff has provided notice to the Department of Commerce on these regulations and has also done a SEPA review of them. A Determination of Non-Significance has been issued for these regulations.

### **Recommendations**

- Conduct a public hearing on these regulations.
- Recommend approval of the Maritime Zoning District Regulations.

### **Attachments**

1. Proposed Maritime Zoning Regulations
2. Comprehensive Plan - Maritime Land Use Designation description
3. Maritime Land Use Map
4. SEPA Checklist
5. SEPA Determination

**19.20.900 Purpose and intent.**

The purpose of this zoning district is to accommodate water dependent, water related and water enjoyment uses. These water dependent and related uses shall be clean industrial uses such as boat building, sail making, water dependent transportation, ware housing, and other uses that do not include processes that generate by products that needs to be discharged into the air or water. The intent of this district is to also accommodate commercial uses, to support and energize activity in this area. Since parking is limited in this area, the district should permit uses that are less dependent on automobiles, and promote the use of alternate modes of transportation. Considerations must be given to limit parking in this district to conserve land for buildings and activities.

**19.20.905 Principal permitted uses.**

In a maritime zoning district, the following are principal permitted uses:

Water-dependent uses such as:

- (1) Marinas
- (2) Yacht Clubs
- (3) Boat Launch ramps
- (4) Boat Repairs
- (5) Boat Storage
- (6) Ferry and Passenger Terminals
- (7) Float Plan facilities
- (8) Aquaculture
- (9) Sewer and storm outfalls
- (10) Boat building and related industry
- (11) Restoration activities

Water-related uses such as:

- (1) Warehousing of goods transported by water
- (2) Professional services serving water dependent activities
- (3) Marine hardware and retail store
- (4) Outdoor recreation outfitters

Water-oriented uses such as:

- (1) Mini-storage facilities related to the Marina
- (2) Offices that serve water dependent uses
- (3) Laundry facilities

Water-enjoyment uses such as:

- (1) Restaurants, cafes and food vendors
- (2) Bars, taverns and brew pubs
- (3) Gifts, hobbies, ice cream
- (4) Convenience store including groceries
- (5) Tours, visitor information centers
- (6) Governmental buildings and associated facilities
- (7) Transit terminals
- (8) Parks and open space

**19.20.910 Accessory permitted uses.**

Accessory uses are not primary uses and can be allowed along with other permitted accessory uses in a maritime district. The primary use shall be the largest use in a development or constitute 60% or more of the area. The following are accessory permitted uses:

- (1) Non water-oriented offices
- (2) Caretaker or security residences serving a permitted use
- (3) Utilities – accessory to permitted uses
- (4) Parking - accessory to permitted uses

**19.20.915 Conditional uses permitted.**

The following uses and their accessory uses may be permitted in a maritime district when authorized by the hearing examiner:

- (1) Conference Center;
- (2) Hotel and motel;
- (3) Transmission lines and other primary facilities

**19.20.920 Uses prohibited.**

The following uses are prohibited in the maritime zoning district:

- (1) Residential uses

**19.20.930 Density provisions.**

In the Maritime district the following density provisions apply:

- (2) Minimum lot area, no limitation;
- (3) Minimum lot width, no limitation;
- (4) Minimum lot depth, no limitation;
- (5) Maximum Height – 35 feet, 55 feet for water-dependent structures
- (6) Lots within 200 ft of the ordinary high water mark must meet the development standard requirements of the Shoreline Master Program.
- (6) Parking – There shall be no required parking for permitted and accessory uses. Bicycle racks shall be provided in accordance with the Design Guidelines and Regulations. If parking is provided, it shall not exceed the minimum required and shall meet the parking space size and access requirements of OHMC 19.44.110. Parking may be required for conditional uses. The number of parking spaces shall be determined by special studies and reduced to the minimum needed or available.

**19.20.940 Conditions governing permitted uses.**

All principal uses permitted outright in the Maritime district shall meet the following conditions:

- (1) Uses permitted in this district shall not include processes that generate by-products that need to be discharged into the air or water.
- (2) The use of property must not result in the creation of offensive odors and offensive or harmful quantities of dust, smoke, exhaust fumes, noise or vibration.
- (3) Landscaping and buffers between commercial and industrial uses shall be constructed and maintained in accordance with the provisions of OHMC Chapter 19.46.
- (4) Uses that are intended for storage or warehousing are not permitted to store material that are considered hazardous, toxic or environmentally damaging.
- (5) If located within 200 feet of the shoreline OHM, development standards established in the Shoreline Master Program shall be incorporated.

- (2) In the event that the requirements of this chapter contradict with the Shoreline Master Program, the more restrictive shall apply.
- (3) Adhere to the Design Guidelines and Regulations

**19.20.950 Site plan and design review required.**

Site plan and design review shall be required as per Chapter 19.48 OHMC. (Ord. 1573 § 1, 2010; Ord. 1555 § 8, 2009).

## Maritime Uses

The City created this land use in 2012 to accommodate high intensity water related and water dependent commercial and industrial uses. This land use category and the Maritime designation in the Shoreline Master Program have similar intent. This land use would accommodate uses such as boat building, sail making, water dependent transportation ware housing and other clean industrial uses. This land use also accommodates commercial uses similar to the uses that are allowed in the Central Business District. The commercial uses are intended to draw residents and visitors to the area and enjoy the recreational facilities provided by the marina, Catalina Park and the Maylor Point trail. Commercial and industrial uses in this area will need to be sufficiently screened from each other. The Maritime Land Use should consider flexible standards for streets and parking as an incentive to foster development in the area. One of the major challenges in creating this land use category is the intersection of Pioneer Way, Catalina Drive and the security gate to the Seaplane Base. Since the proposed land uses in this has the potential to generate traffic, creative solutions will need to be sought to address this issue. Creating flexible parking standards in this area is also intended to encourage the public to use the access provided by the waterfront trail with alternative modes of transportation.

## Industrial Uses

The city currently has a limited amount of developed industrial land. The designation of industrial areas within the city would also provide a basis of agreement with Island County regarding industrial development within the city's UGA located to the north of the city. This area, which is impacted by the noise and accident potential generated by aircraft operations at Ault Field, is well-suited to industrial development while accommodating the Navy's need for compatible uses near the airfield. Several types of industrial use may be contemplated, including uses that may also permit commercial development.

**PBP or PIP Planned Business or Industrial Parks.** Planned business or industrial parks are intended to promote the development of larger-scaled master planned developments related to office complexes or complex manufacturing facilities. They would preserve or create environmental amenities superior to those generally found in conventional developments. The degree of planning required for such developments would promote a flexibility of development intended to result in a campus or park-like environment.

**Industrial.** The Industrial district would accommodate certain industrial structures and uses having physical and operational characteristics that could have an adverse impact on adjoining residential or commercial uses. Regulations would be designed to permit those industrial uses that can be operated in a relatively clean, quiet and safe manner compatible with adjoining land uses.

## Other Land Uses

**Military.** Although the Seaplane Base is located entirely within the Oak Harbor city limits, all land use and development within that area is governed directly by the Navy. Historically, the city and the Navy have worked cooperatively to ensure that development meets the needs and expectations of all the parties involved.



SBK-14-06

RECEIVED

DEC 24 2014

CITY OF OAK HARBOR  
DEVELOPMENT SERVICES DEPARTMENT

**WAC 197-11-960 Environmental checklist.**

ENVIRONMENTAL CHECKLIST

*Purpose of checklist:*

The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

*Instructions for applicants:*

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

*Use of checklist for nonproject proposals:*

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply." IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. Name of proposed project, if applicable: **Maritime Zoning Regulations**
2. Name of applicant: **City of Oak Harbor**
3. Address and phone number of applicant and contact person:  
**Cac Kamak, 865 SE Barrington Drive, Oak Harbor, WA 98277. Phone: 360-279-4514**
4. Date checklist prepared: **December 19, 2014**
5. Agency requesting checklist: **City of Oak Harbor**
6. Proposed timing or schedule (including phasing, if applicable): **A public hearing before the Planning Commission in February 2015 followed by City Council action in March 2015.**
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.  
**The proposed development regulations are expected to guide development in a manner that would further the goals of the Comprehensive Plan. They can be amended periodically to assure the goals are being met.**
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.  
**No environmental studies are expected to be prepared for this project.**

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No

10. List any government approvals or permits that will be needed for your proposal, if known.

The City Council of Oak Harbor will take action to adopt the proposed development regulations

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The proposed development regulations implement the goals and intent of the Maritime Land Use designation that was adopted in 2013 with the annual Comprehensive Plan amendment process. The land use designation was created to provide opportunities for maritime uses to locate close to the marina and shoreline. The development regulations are intended to allow water-dependent, water-related and water-enjoyment uses. Since the area governed by these regulations are adjacent to the shoreline the regulations link development standards to the Shoreline Master Program.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The Maritime land use regulations apply to properties located on Catalina Drive adjacent to the Oak Harbor Marina. See attached map.

## B. ENVIRONMENTAL ELEMENTS

### 1. Earth

a. General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other . . . . .

b. What is the steepest slope on the site (approximate percent slope)?

The area designated as Maritime is mostly flat. Northern portions of the area are slightly higher than the southern portions. The shoreline slopes are probably greater than 15 percent and are stabilized by rip rap.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

The area covered by the Maritime designation is noted as an area of High Liquefaction.

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed.

Indicate source of fill.

The development regulations do not include any regulations or requirements for fill or grading. Individual project proposed in the area may include filling and grading. The project will be required to provide a SEPA checklist for their proposals.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

The adoption of the development regulations will not result in any clearing or construction. However, projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

The area governed by the proposed development regulations is predominately covered with impervious surface currently except for Catalina Park. Projects proposed in this area are unlikely to reduce the amount of impervious surface. However, projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

The development regulations for the maritime zoning do not include measures for erosion control. However, projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

a. **Air**

- a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

The proposed development regulations include performance criteria for "clean industrial uses" and prohibit uses that can have byproducts and emission to air or water. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

The proposed development regulations include performance criteria for "clean industrial uses" and prohibit uses that can have byproducts and emission to air or water. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

The proposed development regulations include performance criteria for "clean industrial uses" and prohibit uses that can have byproducts and emission to air or water. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

3. **Water**

a. **Surface:**

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

The development regulations cover an area adjacent to the Oak Harbor Bay.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

The development regulations govern development activity adjacent to the water. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

Not applicable

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

A few feet of land adjacent to the shoreline lies within the 100 yr floodplain. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

The proposed development regulations include performance criteria for “clean industrial uses” and prohibit uses that can have byproducts and emission to air or water. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

b. Ground:

- 1) Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.

Not applicable

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

The proposed development regulations include performance criteria for “clean industrial uses” and prohibit uses that can have byproducts and emission to air or water. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Not applicable

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

The proposed development regulations include performance criteria for “clean industrial uses” and prohibit uses that can have byproducts and emission to air or water. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

- d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:

The proposed development regulations include performance criteria for “clean industrial uses” and prohibit uses that can have byproducts and emission to air or water. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

4. Plants

- a. Check or circle types of vegetation found on the site:

\_\_\_\_\_ deciduous tree: alder, maple, aspen, other

\_\_\_\_\_ evergreen tree: fir, cedar, pine, other

- \_\_\_\_\_ shrubs
- \_\_\_\_\_ grass
- \_\_\_\_\_ pasture
- \_\_\_\_\_ crop or grain
- \_\_\_\_\_ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- \_\_\_\_\_ water plants: water lily, eelgrass, milfoil, other
- \_\_\_\_\_ other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

c. List threatened or endangered species known to be on or near the site.

Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

5. Animals

a. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other:

b. List any threatened or endangered species known to be on or near the site.

Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

c. Is the site part of a migration route? If so, explain.

Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

d. Proposed measures to preserve or enhance wildlife, if any:

Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

The proposed development regulations include performance criteria for "clean industrial uses". Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

b. Would your project affect the potential use of solar energy by adjacent properties?

If so, generally describe.

The proposed development regulations include performance criteria for "clean industrial uses". Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

c. What kinds of energy conservation features are included in the plans of this proposal?

List other proposed measures to reduce or control energy impacts, if any:

The proposed development regulations include performance criteria for "clean industrial uses". Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?

If so, describe.

The proposed development regulations include performance criteria for "clean industrial uses". Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

1) Describe special emergency services that might be required.

Not applicable

2) Proposed measures to reduce or control environmental health hazards, if any:

The proposed development regulations include performance criteria for "clean industrial uses". Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

The proposed development regulations include performance criteria for "clean industrial uses". Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

The proposed development regulations include performance criteria for "clean industrial uses". Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

3) Proposed measures to reduce or control noise impacts, if any:

The proposed development regulations include performance criteria for "clean industrial uses". Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties?

The area governed by the proposed regulations currently has a Marina parking lot, storage sheds, boat storage, boat repair, Yacht club and a public park.

b. Has the site been used for agriculture? If so, describe.

No

c. Describe any structures on the site.

The area governed by the proposed regulations currently has a Marina parking lot, storage sheds, boat storage, boat repair, Yacht club and a public park.

d. Will any structures be demolished? If so, what?

No

e. What is the current zoning classification of the site?

The current zoning classification for the site is Public Facilities.

f. What is the current comprehensive plan designation of the site?

Maritime

g. If applicable, what is the current shoreline master program designation of the site?

Maritime

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

The property is designated as a "High Liquefaction" area

i. Approximately how many people would reside or work in the completed project?

Not applicable

j. Approximately how many people would the completed project displace?

Not applicable

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The development regulations proposed have provisions for the types of use allowed in the district and the requirements to buffer from adjoining uses. Uses proposed in this district were selected to be compatible with each other and support the intent of the Comprehensive Plan Land Use designations. Residential uses are prohibited in this district to eliminate potential impacts.

## 9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Not applicable

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Not applicable

c. Proposed measures to reduce or control housing impacts, if any:

Residential uses are prohibited in this district.

## 10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The proposed code will permit structures to 35 feet and can go up to 55 feet for water dependent uses.

b. What views in the immediate vicinity would be altered or obstructed?

The adoption of the development regulations will not impact views but individual project proposals in the future may. If the proposal is adjacent to the shoreline, a view study will be required as part of the review against the Shoreline Master Program.

c. Proposed measures to reduce or control aesthetic impacts, if any:

Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals. If the proposal is adjacent to the shoreline, a view study will be required as part of the review against the Shoreline Master Program.

11. Light and glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Not applicable

b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not applicable

c. What existing off-site sources of light or glare may affect your proposal?

Not applicable

d. Proposed measures to reduce or control light and glare impacts, if any:

Not applicable

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

The area governed by the proposed regulation includes a public park and a trail adjacent to the shoreline.

b. Would the proposed project displace any existing recreational uses? If so, describe.

The adoption of the development regulation will not impact any existing recreation facilities, however, individual project proposals may. The proposals will need to address the impacts on these facilities. The City's adopted plans will require developments in this area to maintain these recreational facilities and in some instances will require enhancements. It is unlikely that the existing recreational uses will be displaced. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

The proposals will need to address the impacts on these facilities. The City's adopted plans will require developments in this area to maintain these recreational facilities and in some instances will require enhancements. It is unlikely that the existing recreational uses will be displaced. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

13. Historic and cultural preservation

a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

Unknown or not determined at this time.

b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.

Unknown or not determined at this time.

c. Proposed measures to reduce or control impacts, if any:

Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

#### 14. Transportation

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

The area governed by the proposed regulations is served by SE Pioneer Way and Catalina Drive. The area is currently a dead end since streets do not currently run through it.

b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Yes

c. How many parking spaces would the completed project have? How many would the project eliminate?

The adoption of the proposed regulations will not impact the number of parking spaces in the area. The proposed regulation does take into account the limitation on parking and does not require new uses to provide parking similar to the Central Business District regulations.

d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

Unknown or not determined at this time.

e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Unknown or not determined at this time.

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

Unknown or not determined at this time.

g. Proposed measures to reduce or control transportation impacts, if any:

The proposed regulations does take into account the limitation on parking and does not require new uses to provide parking similar to the Central Business District regulations.

#### 15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

Developments in this area will require public services. The extent of the needs will be dependent on the uses that are proposed.

b. Proposed measures to reduce or control direct impacts on public services, if any.

Developments will be required to build to the City's Building Code requirements and other construction code requirements.

#### 16. Utilities

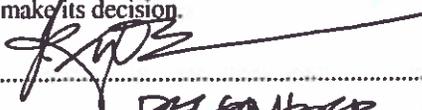
a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Unknown or not determined at this time.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  .....

Date Submitted: DECEMBER, 24, 2014

TO BE COMPLETED BY APPLICANT

EVALUATION FOR  
AGENCY USE ONLY

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposed development regulations include performance criteria for "clean industrial uses" and prohibit uses that can have byproducts and emission to air or water. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

Proposed measures to avoid or reduce such increases are:

The proposed development regulations include performance criteria for "clean industrial uses" and prohibit uses that can have byproducts and emission to air or water. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The proposed development regulations include performance criteria for "clean industrial uses" and prohibit uses that can have byproducts and emission to air or water. Therefore uses permitted in this area are not intended to affect plants, animals, fish and marine life. However, projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

3. How would the proposal be likely to deplete energy or natural resources?

The proposed development regulations include performance criteria for "clean industrial uses" and prohibit uses that can have byproducts and emission to air or water. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

Proposed measures to protect or conserve energy and natural resources are:

Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposed development regulations include performance criteria for "clean industrial uses" and prohibit uses that can have byproducts and emission to air or water. Projects in this area will need to meet all the City's adopted codes and regulations which are designed to reduce or prevent impacts to environmentally sensitive areas. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

**Proposed measures to protect such resources or to avoid or reduce impacts are:**

Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Projects proposed in this area are likely to be within 200 feet of the shoreline and will be required to obtain a Shoreline Substantial Development Permit. The proposed regulations link development review to the Shoreline Master Program and are intended to assure that development proposals are compatible with shoreline uses.

**Proposed measures to avoid or reduce shoreline and land use impacts are:**

Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposed regulation are based on the Maritime Land Use designation that recognizes that uses proposed here can create transportation issues due to its proximity to the security gates to the Seaplane Base and that the area is a dead end with no through traffic. The code relies on the promotion and encouragement of alternate modes of transportation and public transit to fill the gap.

**Proposed measures to reduce or respond to such demand(s) are:**

The proposed regulation does take into account the limitation on parking and does not require new uses to provide parking similar to the Central Business District regulations. Projects proposed in the area will be required to provide a SEPA checklist (if not exempt) and will be required to meet all permit requirements of the state and local regulations for their proposals.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposed regulations incorporate uses from the Shoreline Master Program and the Central Business District to create a Maritime district that is intended to provide opportunity for commerce and development. The regulations include necessary links to the Shoreline Master Program and its requirements to assure that development meets the established standards for environmental protection and mitigation. Development review will follow established processes that will allow local, state and federal review when applicable.

**DETERMINATION OF NON-SIGNIFICANCE**

Description of proposal This is a SEPA determination for the addition of zoning regulations to the City of Oak Harbor's Zoning Ordinance for the Maritime Zoning District. The proposed code establishes the purpose and intent of the new zoning district, permitted uses, accessory uses, conditional uses, prohibited uses, density provisions, and conditions governing uses.

Proponent City of Oak Harbor

Location of proposal City of Oak Harbor Marina uplands

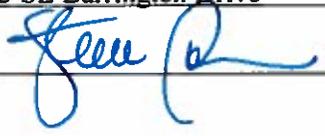
Lead Agency City of Oak Harbor

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

X This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by August 31, 2015.

Responsible Official: Steve Powers, AICP Position/Title: Development Services Director  
Phone: 279-4511

Address 865 SE Barrington Drive Date August 12, 2015

Signature 

This determination of non-significance shall be final unless otherwise modified after the comment period, and/or appeal is made and perfected within fourteen days of the date of action set out above.

**PLANNING COMMISSION  
REGULAR MEETING  
CITY HALL – COUNCIL CHAMBERS  
September 22, 2015**

**ROLL CALL: Present:** Greg Wasinger, Bruce Freeman, Sandi Peterson and Cecil Pierce  
**Absent:** Mike Piccone, Jes Walker-Wyse and Ana Schlecht  
**Staff Present:** Senior Planners, Cac Kamak and Dennis Lefevre; Associate Planner Ray Lindenburg

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

**MINUTES: MR. PIERCE MOVED, MS. PETERSON SECONDED, MOTION CARRIED TO APPROVE THE AUGUST 25, 2015 MINUTES AS PRESENTED.**

**MARITIME ZONING ORDINANCE – Public Hearing**

Mr. Kamak displayed a PowerPoint presentation (Attachment 1) and reviewed the background behind the ordinance, how the ordinance was formulated and the adoption process. Mr. Kamak recommended that the Planning Commission conduct the public hearing and forward a recommendation to the Planning Commission.

Mr. Wasinger opened the public hearing for public comment. None present for comment. Hearing none the public hearing was closed.

**Planning Commission Discussion**

The Planning Commission asked if the regulations would affect the existing businesses and live-aboards in the Maritime Zoning District. Mr. Kamak said neither wouldn't be affected since established businesses are not building new structures and the live-aboards are not on land. There was discussion about the lack of public transportation in the Maritime Zoning District. There was a suggestion to use the word "shall" instead of "may" in the second to last sentence in Section 19.20.930(6). Mr. Kamak pointed out that inserting "shall" would require parking regardless of the use while the conditional use process allows the flexibility to mitigate or address potential impacts that a use can have on the district and other uses. Planning Commissioners agreed to keep the language as is.

**ACTION: MR. FREEMAN MOVED, MS. PETERSON SECONDED MOTION CARRIED TO RECOMMEND THAT THE CITY COUNCIL APPROVE THE MARITIME ZONING DISTRICT REGULATIONS AS STATED.**

**WIRELESS FACILITIES MODIFICATIONS – Public Hearing**

Mr. Lefevre reported that this code amendment responds to the "Spectrum Act" which mandates that local governments approve, and cannot deny, an application requesting modification of an existing tower or base station is such modification does not substantially change the physical dimensions of such tower or base station. The purpose of this act is to facilitate and expedite the deployment of equipment and infrastructure to meet the demand for wireless capacity.

Mr. Lefevre stated that an amendment creating Chapter 19.30 titled "Wireless Facilities Modifications" accommodates the Spectrum Act's requirements. New Chapter 19.30 establishes application submittal requirements, permit classification, timing for permit review, and the approval process.

Mr. Wasinger opened the public hearing for public comment. None present for comment.  
Hearing none the public hearing was closed.

**ACTION: MS. PETERSON MOVED, MR. FREEMAN SECONDED MOTION CARRIED TO RECOMMEND THAT THE CITY COUNCIL APPROVE DRAFT ORDINANCE 1744.**

**2016 COMPREHENSIVE PLAN UPDATE – Public Meeting**

Mr. Wasinger stated that Mr. Kamak informed him that there is no new information to report at this time.

**ADJOURN: 8:00 p.m.**

Minutes submitted by: Katherine Gifford

DRAFT



# ZONING REGULATIONS MARITIME DISTRICT

Planning Commission  
9/24/2015

## BACKGROUND

- Land Use designation was added in 2012
- Opportunity for maritime industrial and commercial uses
- Support the Marina Redevelopment Plan

Maritime Land Use Designation





## MARITIME LAND USE

**Maritime Uses.** The City created this land use in 2012 to accommodate high intensity water related and water dependent commercial and industrial uses. This land use category and the Maritime designation in the **Shoreline Master Program** have similar intent. This land use would accommodate uses such as **boat building, sail making, water dependent transportation ware housing and other clean industrial uses.** This land use also accommodates **commercial uses** similar to the uses that are allowed in the **Central Business District.** The commercial uses are intended to draw residents and visitors to the area and enjoy the recreational facilities provided by the marina, Catalina Park and the Mayor Point trail. Commercial and industrial uses in this area will need to be **sufficiently screened** from each other. The Maritime Land Use should consider **flexible standards for streets and parking** as an incentive to foster development in the area. One of the major challenges in creating this land use category is the intersection of Pioneer Way, Catalina Drive and the security gate to the Seaplane Base. Since the proposed land uses in this area has the potential to generate traffic, creative solutions will need to be sought to address this issue. Creating flexible parking standards in this area is also intended to encourage the public to use the access provided by the waterfront trail with **alternative modes of transportation.**



## MARITIME ORDINANCE

### Borrowing from the Shoreline Master Program

- Water-dependent uses
- Water-related uses
- Water-enjoyment uses
- Development standards



### MARITIME ORDINANCE

#### Borrowing from the Central Business District

- Less parking-intensive uses
- Development standards
  - No parking requirements
  - Limits on parking when provided
  - Setback, lot area etc



### MARITIME ORDINANCE

#### Conditions governing all uses

- Clean – no discharge, odors, noise etc.
- Landscaping standards
- Clean storage/warehousing
- SMP review



### MARITIME ORDINANCE

#### Conditional uses

- Conference Center
- Hotel/motel
- Primary Utilities

#### Prohibited Use

- Residential Uses



### MARITIME ORDINANCE ADOPTION PROCESS

- Input and comment from the Marina Advisory Committee (Jan 2015)
- Notification to Department of Commerce (July 2015)
- SEPA Checklist and Determination(August 2015)
- Public Hearing before the Planning Commission (Sept 2015)
- Action by City Council(Oct/Nov 2015)



**MARITIME ORDINANCE**

**Action**

- Conduct Public Hearing
- Recommendation to City Council

City of Oak Harbor  
City Council Agenda Bill

Bill No. C/A 4.i  
Date: November 4, 2015  
Subject: Grant Application: National  
Council on Aging, Aging  
Mastery Program (AMP)

**FROM: Steve Powers, Development Services Director**

**FROM: Mary Anderson, Senior Services Administrator**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

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

**RECOMMENDED ACTION**

Authorize staff to submit a proposal for the *National Council on Aging: Helping Rural Elders Achieve Aging Mastery* grant.

**BACKGROUND / SUMMARY INFORMATION**

This agenda bill presents an opportunity to submit a grant proposal for the *National Council on Aging: Helping Rural Elders Achieve Aging Mastery* initiative. The grant offers \$12,000 in funding and an in-kind grant of \$4,800 in program materials to provide the “Aging Mastery Program (AMP)” to older adults in Oak Harbor.

The goal of this initiative is to improve the health, independence, and well-being of rural older adults by introducing the Aging Mastery Program® (AMP) into 13 small and rural towns in Washington. This project is funded by a three-year grant from the National Council on Aging and led by the Washington Association of Area Agencies on Aging (W4A).

The AMP helps baby boomers and older adults take key steps to improve their well-being, add stability to their lives, and strengthen their ties to communities. The program consists of courses that combine evidence-informed materials, expert speakers, group discussion, levels of mastery and achievement, and small rewards. All courses are designed to provide the skills and tools needed to achieve measurable improvements in managing health, remaining economically secure, and contributing actively in society. The program consists of a 10-week core curriculum and ongoing engagement activities.

Each grantee will receive \$12,000 in funding plus an in-kind grant of \$4,800 of program materials. Half of the funding (\$6,000) will be distributed upon execution of the Memorandum of Understanding and an additional \$6,000 will be distributed in the summer of 2016 upon successful completion of the first 10

week course. NCOA and W4A will also provide extensive technical assistance on program implementation and sustainability strategies. The grant period will run from January 1, 2016 to June 1, 2017.

**LEGAL AUTHORITY**

RCW 35A.11.020 allows the City to regulate its internal affairs within the confines of state law. Applying for a grant to assist with senior programs falls within this authority.

**FISCAL IMPACT**

No funds are required. The only requirement beyond the grant funding period is to make a good faith effort to sustain the program with alternate sources of funding.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

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

Bill No. C/A 4.j  
Date: November 4, 2015  
Subject: Island Local Integrating  
Organization - Grant Application  
for Marina Projects

**FROM: Steve Powers, Development Services Director**

**FROM: Chris Sublet, Harbor Master**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

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

**RECOMMENDED ACTION**

Authorize staff to submit a grant application to the Puget Sound Partnership, through the Island [County] Local Integrating Organization, for marina projects.

**BACKGROUND / SUMMARY INFORMATION**

Staff recently met with representatives of the Island [County] Local Integrating Organization (ILIO) to discuss possible projects at the Oak Harbor Marina that may help to achieve ecosystem recovery and improve resilience for the Island watershed while at the same time completing environmental mitigation projects at the Marina<sup>[1]</sup>. The ILIO is an organization comprised of local agencies and organizations tasked with implementing watershed improvement actions and projects identified by the Puget Sound Partnership.

The projects that were identified and meet the ILIO criteria for submittal are:

1. Beach armor removal and rebuilding to enhance marine life.
2. Remove creosote pile and replace with metal pile.
3. Dock upgrades/replacement to allow light to pass through.
4. Reduction in covered moorage to reduce shaded areas on the water.
5. Remove drainage ditches that flow directly into the bay and enhance storm water treatment/filtering from parking lots, boat rinsing area and boat ramp.

The next step in the process is for staff to submit an application to the ILIO where it will be forwarded to the Puget Sound Partnership for possible approval and funding. Submittal of the application at this time does not commit the City to a particular project or expenditure. Should one or more of the identified Marina projects be selected for funding, staff will return to the Council for the appropriate authorization to enter into a funding contract. Council approval at this time solely authorizes the submittal of the

application.

---

[1] The mitigation projects were previously identified during the permitting process for the Marina redevelopment project.

**LEGAL AUTHORITY**

OHMC 2.310.030(3) Purchase and Bidding – General Provisions – Grants

All grants in excess of \$30,000 shall require City Council approval.

**FISCAL IMPACT**

Funds Required: N/A

Appropriation Source: N/A

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

This item was not previously presented to the City Council or Marina Advisory Committee.

**ATTACHMENTS**

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

Bill No. C/A 4.k  
Date: November 4, 2015  
Subject: Island Place Division 2 Final Plat

**FROM: Steve Powers, Development Services Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Approve the Final Plat of Island Place PRD, Division 2

**BACKGROUND / SUMMARY INFORMATION**

The initial Island Place Preliminary Plat and Planned Residential Development (PRD), consisting of 107 total lots was approved December 20, 2005. The approved PRD ordinance and plans are attached to this report for reference (see Attachment 1). Over the intervening years, construction was begun on the eastern portion of the development, consisting of 39 lots. After a pause in construction, Division 2 was slightly reconfigured to remove two lots and submitted for approval to the City. The two lots removed only constitute a minor change from the original PRD plan and is an acceptable deviation. A Final Plat with a total of 66 lots are located within Division 2, with tracts designated for a small park, play field and wetlands buffer areas also included in the design (see Attachment 2).

**REVIEW AND APPROVAL PROCESS**

As was previously noted, the submittal and review requirements for final plats are addressed in OHMC Chapter 21.40. The approval process is specifically found at OHMC 21.40.050, which states:

**21.40.050 Review and approval process.**

(1) The director shall forward the final plat application to the city council if:

(a) The application is in order; and

(b) Improvements are constructed in a satisfactory manner and approved by the city engineer or a bond or other security acceptable to the city engineer has been satisfactorily posted for deferred improvements.

(2) The recommendations of the director regarding the final plat shall be forwarded to the mayor for placement upon city council agenda.

(3) After receipt of the recommendation on any final plat, the city council shall consider the final plat at a public meeting. (Ord. 1568 § 6, 2010)

City staff reviewed the application and found it in order as required by OHMC 21.40.050(1)(a). The Public Works Department and the Engineering Division reviewed the final plat map for accuracy and conformance with the approved preliminary subdivision and for compliance with the requirements of the Subdivision Code (which requires compliance with RCW 58.17) and recommends approval of the final subdivision plat. The Planning Division recommends approval of the final plat map based on the determination that it meets the requirements set forth in the PRD ordinance, preliminary plat, zoning ordinances and other applicable land use controls, as well as the conditions and environmental mitigation measures required for the preliminary subdivision approval.

The necessary public improvements were constructed in a satisfactory manner and are approved by the City Engineer as required by OHMC 21.40.050(1)(b).

State law provides the necessary guidance for the City Council's review and action once the staff recommendation is received. RCW 58.17.170 states, in part, "When the legislative body of the city, town or county finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval, and that said subdivision meets the requirements of this chapter, other applicable state laws, and any local ordinances adopted under this chapter which were in effect at the time of preliminary plat approval, it shall suitably inscribe and execute its written approval on the face of the plat." The City Council makes its decision in a public meeting.

## **CONCLUSION**

The final plat is in conformance with the requirements of RCW 58.17, OHMC 21.40, the approved planned residential development and the approved preliminary plat. Staff has reviewed the application for conformance with the appropriate technical requirements and has determined that the proposed final plat meets the code requirements. Staff recommends approval of the final plat.

## **LEGAL AUTHORITY**

In general, RCW Chapter 58.17 governs the approval of subdivision plats. The approval of a final plat is specifically addressed in RCW 58.17.160 and 170. The City's subdivision regulations are found in OHMC Title 21, with final plats addressed in OHMC Chapter 21.40. Finally, final plats are categorized as a Type VI review process under OHMC 18.20.280. Type VI process does not require a public hearing; approval action may be taken in a public meeting.

## **FISCAL IMPACT**

Funds Required: N/A

Appropriation Source: N/A

There are no immediate fiscal impacts with the approval of the final plat. The developer was responsible for constructing all required infrastructure in accordance with the City's standards. Once the plat is approved and recorded, the City will accept the public infrastructure, rights of way and easements as

indicated on the face of the plat. The street and the associated infrastructure will be added to the City's inventory and maintenance schedules.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Island Place PRD plans](#)
2. [Final Plat of Island Place PRD, Division 2](#)



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

Grantors: Homestead NW Dev Co  
Grantee: City of Oak Harbor  
Legal Description: The North Half of the Northwest Quarter of the Southwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian; except the East 40 feet for road: also except that portion conveyed to Island County for road right-of-way by deed record June 11, 1954 under the Auditor's File No. 93867, Records of Island County, Washington. (see Exhibit "E").  
Parcel No.: R13334-232-0640

**ORDINANCE NO. 1448**

AN ORDINANCE APPROVING PRD OVERLAY ZONE FOR Island Place.

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

Section One: The zoning for the property generally known as the Island Place Planned Residential Development located Southwest of the intersection of Crosby and Heller Roads. Directly north of the Hillcrest Elementary School. The North Half of the Northwest Quarter of the Southwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian; except the East 40 feet for road: also except that portion conveyed to Island County for road right-of-way by deed record June 11, 1954 under the Auditor's File No. 93867, Records of Island County, Washington. Parcel Number R13334-232-0640 (particularly described in Exhibit "E" attached to this ordinance) is hereby amended by adding to the zoning of R-2 Limited Multi-Family Residential as described in OHMC subchapter 19.20 with PRD overlay zoning as regulated under OHMC subchapter 19.31).

Section Two: As part of PRD overlay zoning for the property described in Exhibit "E", all improvements and development and use of the property shall be in accordance with the diagrams set out in Exhibit C: Preliminary Plat Map; Exhibit D: Preliminary & Final PRD; (generally identified as the development plans) and by this reference made a part hereof. All regulations, set backs, density provisions and landscape requirements thereon shall be zoning regulations of the City and enforceable in the same manner as any other zoning district

Island Place PRD Zoning Ordinance



regulation under OHMC Chapter 19.20. No permit shall be issued by the City which is in violation of these diagrams or to the conditions hereafter enumerated in Section Three. Development standards not addressed by the diagrams identified above shall be the same as the underlying zoning and/or other applicable provisions of the OHMC.

Development shall be to a maximum of 105 lots (49 single family; 56 multi-family) to be placed within the 19.45 acres of the development.

Section Three: This rezone is conditional on the completion of the following tasks that the Applicant has agreed to as a condition of obtaining this overlay zone:

#### General

1. The development of the Island Place PRD shall be in general conformance with the following submitted plans:
  - Preliminary Plat Map – Dated November 17, 2005
  - Preliminary & Final PRD Plan – Dated November 17, 2005

#### Impact and Mitigation

2. The development of the Island Place PRD shall be in conformance with the SEPA MDNS issued for the project.
3. The developer shall be required to pay the community park impact fee as per OHMC 3.63. The community park impact fee shall be \$472.00 for each residential lot.
4. The developer shall be required to pay the neighborhood park impact fee equal to \$197.00 for each residential lot as per OHMC 3.63.
5. The developer shall be required to pay transportation impact fees of \$907.00 per residential unit for the 105 new residences proposed (OHMC 3.63).

#### Engineering

6. Following approval of the Preliminary Plat, construction plans must be submitted to and approved by the Engineering Department prior to commencing any construction activities. These plans must include all street and frontage improvements (including sidewalk, curb, gutter, paving, traffic control, storm drainage, and street illumination) and all existing and proposed utilities including, but not limited to water, sewer, storm drainage (including a site drainage analysis), power, telephone, cable, and gas. All proposed improvements must meet the City of Oak Harbor standards for materials and installation practices. (OHMC 21.40.010)
7. All proposed on and off site improvements associated with this project must be completed and accepted prior to final plat approval. A Performance Bond, in the amount of 112% of the cost to construct required, uninstalled, improvements may be



ISLAND COUNTY AUDITOR

ORD

posted in lieu of installation of the improvements, provided, such a bond is approved by the City Engineer. (OHMC 21.30.010)

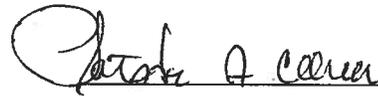
- 8. A sewer easement containing language meeting the City's requirements to extend sewer through to Prow Street is necessary prior to Phase II commencing.
- 9. At the City's discretion, individual lots will be changed to infiltration tracts, as necessary, to ensure adequate room for the size and number of required infiltration trenches to address the stormwater runoff from the site.
- 10. Two proposed parcels located east of the wetlands buffer (shown as Lots 70 & 71) shall be set aside as a dedicated open space tract to meet the PRD requirement to retain 10% of the site as open space.

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

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

PASSED by the City Council and approved by its Mayor this 20<sup>th</sup> day of DECEMBER 2005.

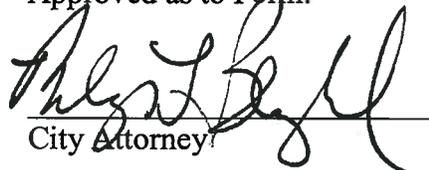
THE CITY OF OAK HARBOR

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

Approved as to Form:

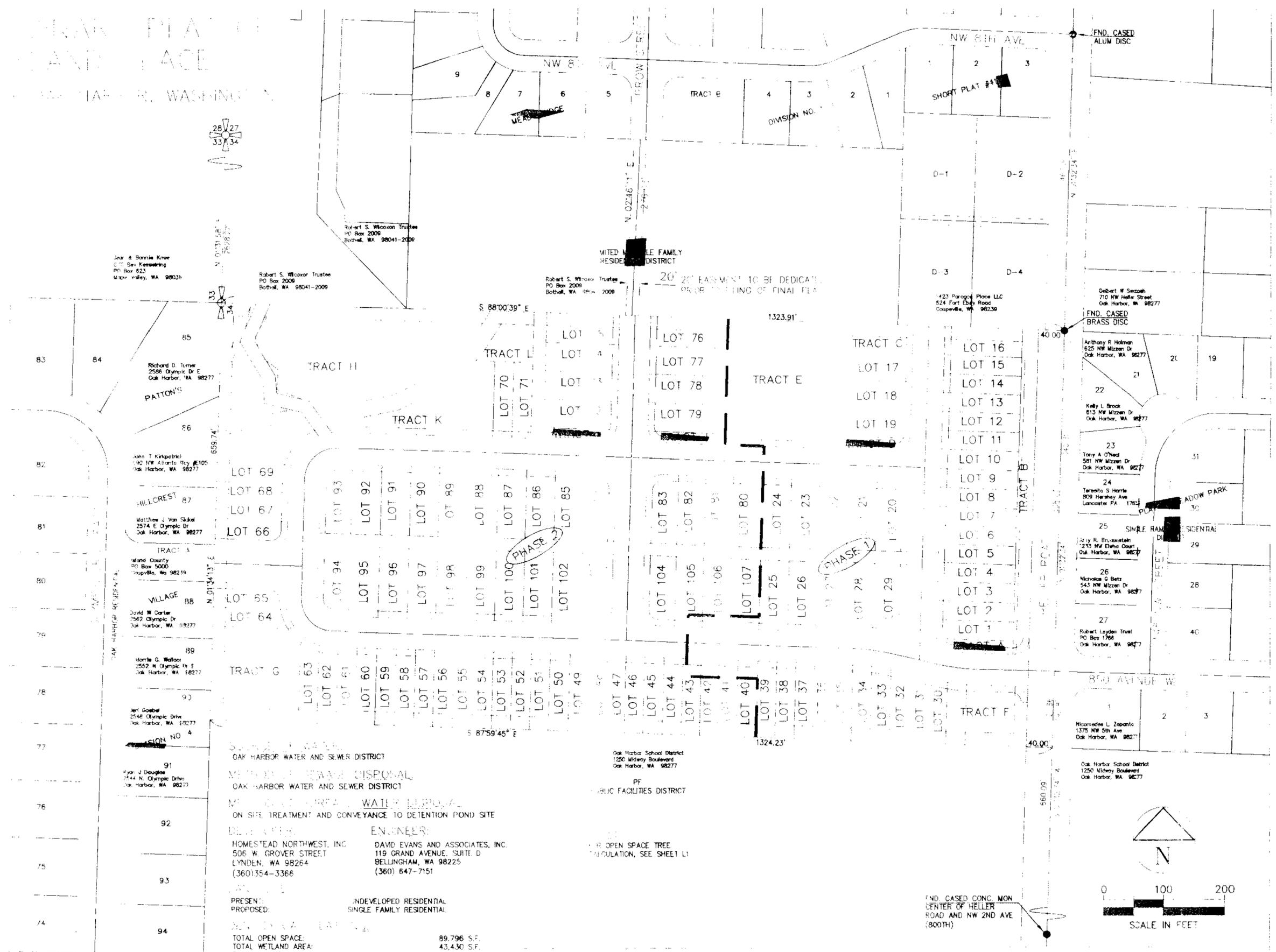
  
\_\_\_\_\_  
City Attorney

Published: DECEMBER 24, 2005

Island Place PRD Zoning Ordinance



PRELIMINARY PLAT OF  
 GRAND PLACE  
 OAK HARBOR, WASHINGTON



STORM WATER  
 OAK HARBOR WATER AND SEWER DISTRICT

METHOD OF WASTE DISPOSAL  
 OAK HARBOR WATER AND SEWER DISTRICT

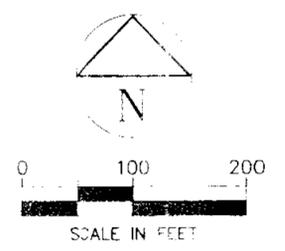
METHOD OF WASTE WATER DISPOSAL  
 ON SITE TREATMENT AND CONVEYANCE TO DETENTION POND SITE

DESIGNER: ENGINEER:  
 HOMESTEAD NORTHWEST, INC. DAVID EVANS AND ASSOCIATES, INC.  
 506 W. GROVER STREET 119 GRAND AVENUE, SUITE D  
 LYNDEN, WA 98264 BELLINGHAM, WA 98225  
 (360)354-3366 (360) 647-7151

PRESENT:	UNDEVELOPED RESIDENTIAL
PROPOSED:	SINGLE FAMILY RESIDENTIAL
TOTAL OPEN SPACE:	89,796 SF.
TOTAL WETLAND AREA:	43,430 SF.
TOTAL BUFFER AREA:	42,753 SF.
TOTAL DETENTION TRACT AREA (TRACTS K & L):	11,639 SF.
DEDICATED RIGHT OF WAY:	202,665 SF.
NUMBER OF LOTS:	107
AVERAGE LOT SIZE:	4,272 SF.
MINIMUM LOT SIZE:	2,978 SF.
MAXIMUM LOT SIZE:	5,535 SF.
TOTAL LOT AREA:	457,062 SF.
TOTAL AREA:	847,345 SF.

**DAVID EVANS AND ASSOCIATES INC**  
 119 Grand Avenue, Suite D  
 Bellingham Washington 98225  
 Phone: 360.647.7151

FND. CASED CONC. MON  
 CENTER OF HELLER  
 ROAD AND NW 2ND AVE  
 (800TH)

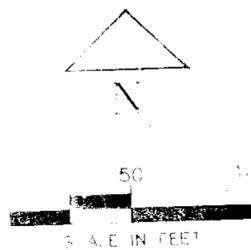


PRELIMINARY PLAT OF FINAL PLAT OF GRAND PLACE  
 NW 1/4 OF THE SW 1/4 OF SEC 34, T4N 36N, R10E  
 OAK HARBOR, WASHINGTON  
 OVERALL

DRAWN BY:	GJL	DATE:	10/20/04	JOB NO.:	BMNW0057
CHECKED BY:	CPSM	SCALE:	1"=100'	SHEET:	OF 7

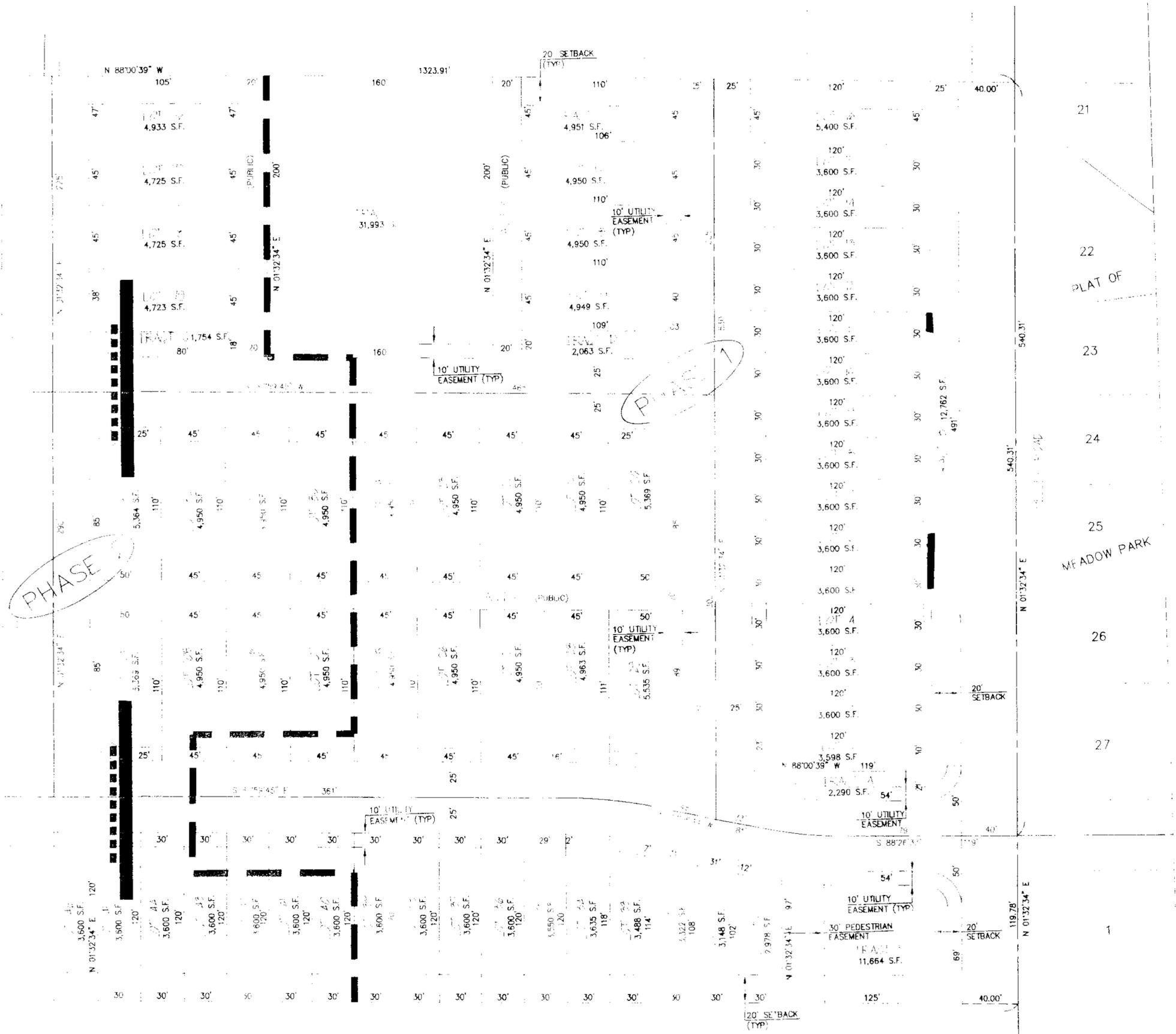


CITY OF BAK HARBOUR WASHINGTON



CURV	LENGTH	RADIUS	DELTA
1	25	73'34.42"	
2	25	78'25.39"	
3	25	12'02.02"	
4	38	89'32'19"	
5	25	90'27.41"	
6	25	89'32'19"	
7	25	99'17.32"	
8	25	15'33.48"	
9	25	64'58.02"	
10	25	90'00.00"	
11	25	89'59.00"	

PHASE 2



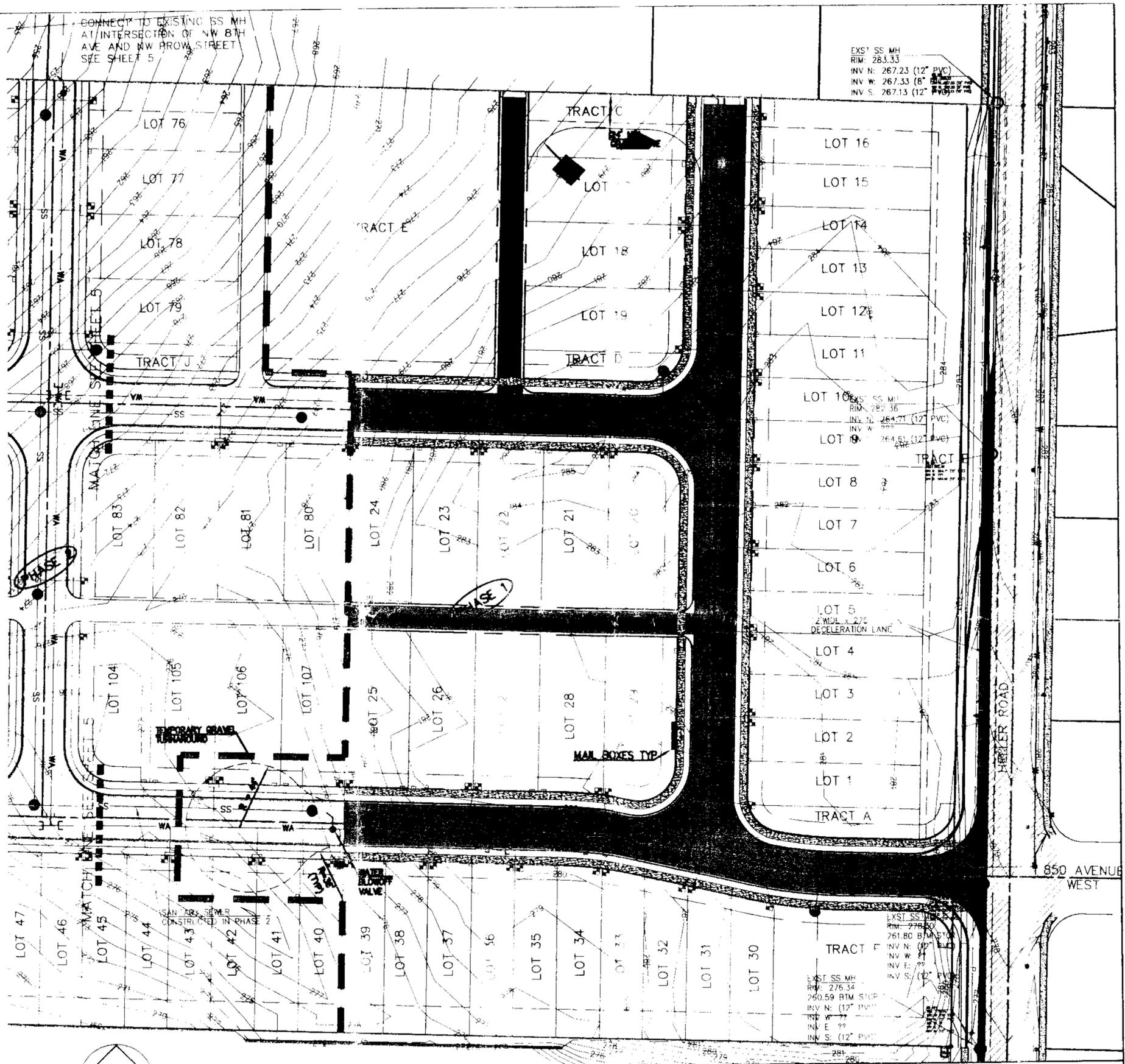
**DE**  
**DAVID EVANS AND ASSOCIATES INC**  
 119 Grand Avenue, Suite D  
 Bellingham Washington 98225  
 Phone 360.647.7151

PRELIMINARY PLAN AND FINAL PROPOSED LAYOUT FOR GRAND PLACE  
 NW 1/4 OF THE SW 1/4 OF SEC 34, TOWN 33N, RANGE 1E  
 CAMDEN HARBOUR, WASHINGTON  
 LOT LAYOUT

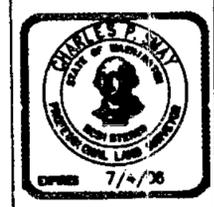
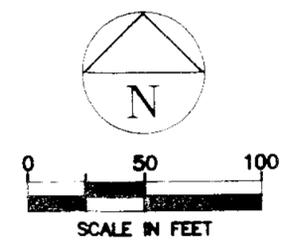
DRAWN BY: GUL	DATE: 10/25/04	JOB NO.: HMNW0057
CHECKED BY: CPSM	SCALE: 1"=50'	SHEET 4 OF 1



PRELIMINARY PLAT OF  
ISLAND PLACE  
CITY OF OAK HARBOR, WASHINGTON



- PROPOSED**
- STORED DRAINAGE
  - SS SEWER
  - WA WATER
  - RIGHT-OF-WAY
  - EASEMENT
  - CONTOUR
  - FENCE
  - CULVERT
  - FIRE HYDRANT
  - CATCH BASIN
  - MANHOLE

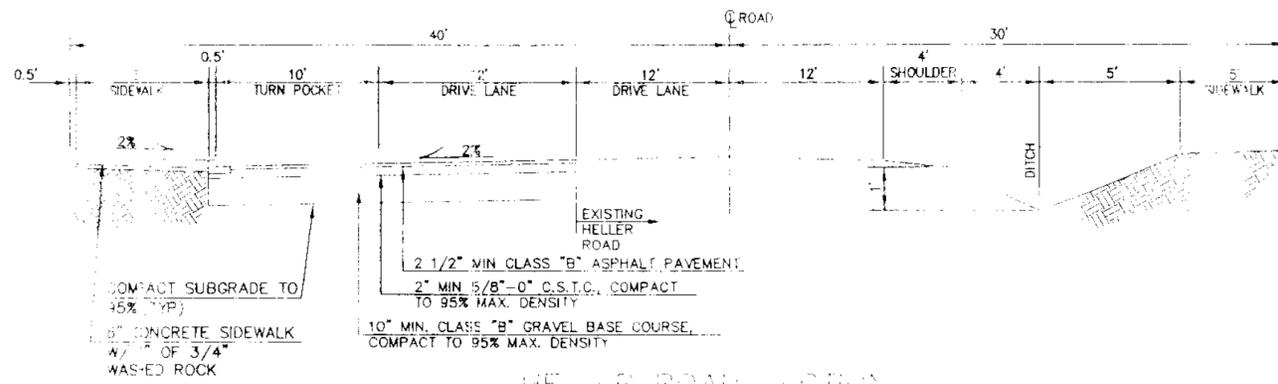


**DE**  
**DAVID EVANS AND ASSOCIATES INC.**  
119 Grand Avenue, Suite 1  
Bellingham Washington 98225  
Phone 360.647.7151

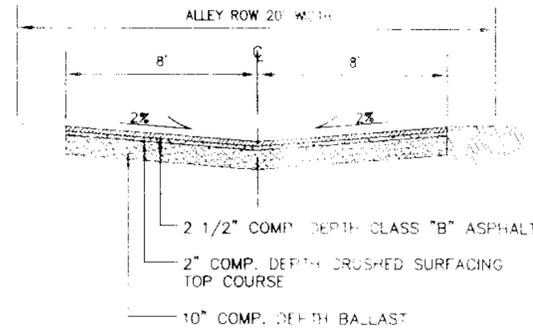
PRELIMINARY PLAT AND FINAL P.R.D. OF ISLAND PLACE  
NW 1/4 OF THE SW 1/4 OF SEC 34, T2N 53N, R1E  
OAK HARBOR, WASHINGTON  
UTILITY PLAN

DRAWN BY: G.J.L.	DATE: 10/25/04	JOB NO.: HMINW0057
CHECKED BY: CPSM	SCALE: 1"=50'	SHEET: 6 OF 7

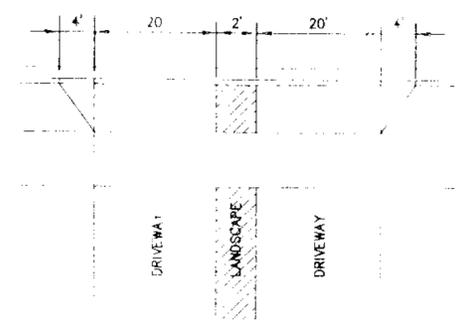
PRELIMINARY PLAN OF ISLAND PER  
 OF OAK HARBOR, WASHINGTON



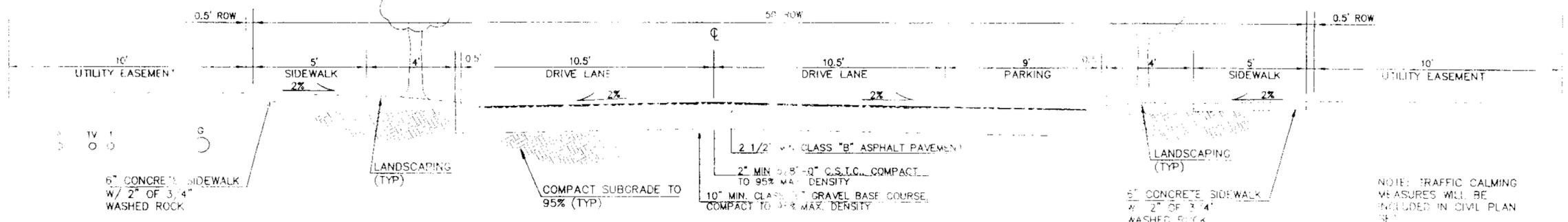
MAIN ROAD PLAN N.T.S.



ALLEY PLAN N.T.S.

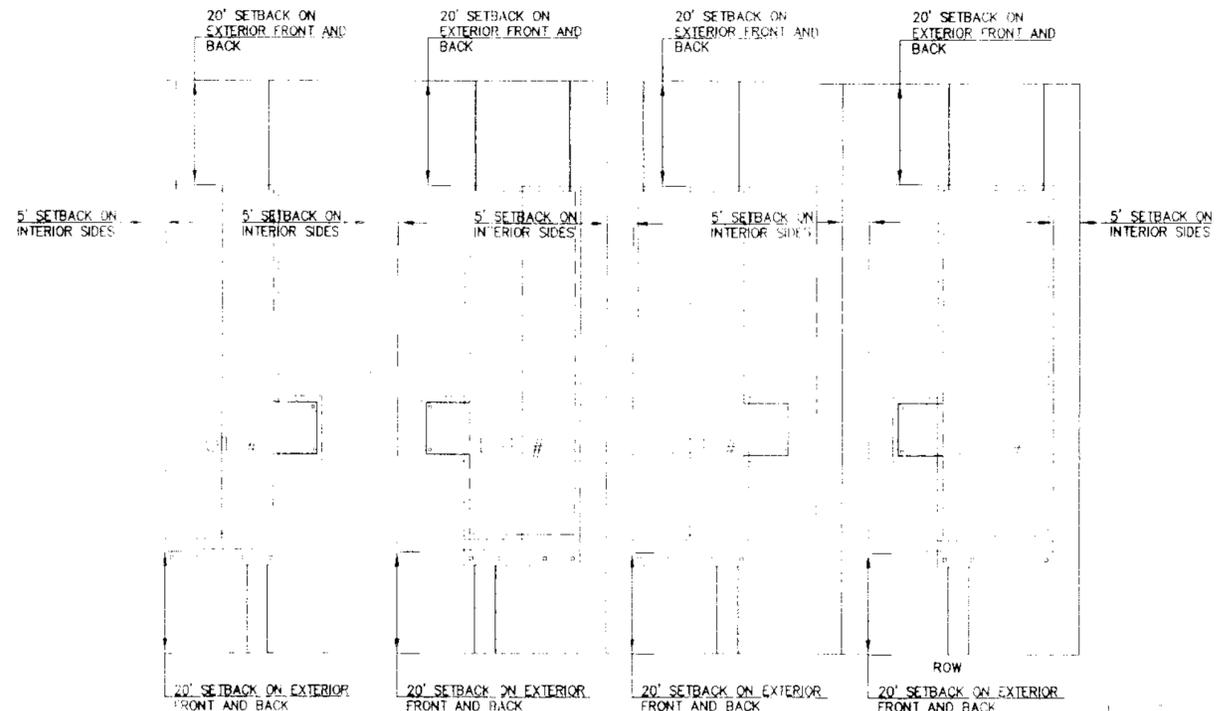


DRIVEWAY PLAN FOR LAYOUT N.T.S.

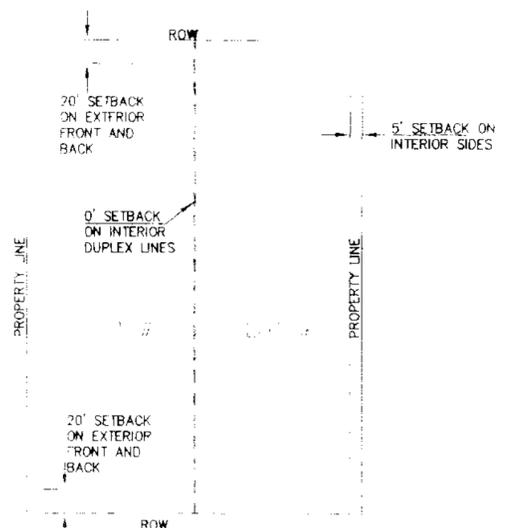


CENTRAL ROAD SECTION N.T.S.

NOTE: TRAFFIC CALMING MEASURES WILL BE INCLUDED IN CIVIL PLAN SHEET



SETBACKS N.T.S.



DUPLEX SETBACKS N.T.S.

**DE**  
**DAVID EVANS AND ASSOCIATES INC**  
 119 Grand Avenue, Suite C  
 Bellingham Washington 98226  
 Phone: 360.647.7151

PRELIMINARY PLAN OF CENTRAL PER OF ISLAND PLAN  
 NW 1/4 OF THE SW 1/4 OF SEC 34, T2N, R10E  
 OAK HARBOR, WASHINGTON  
 DETAILS

DRAWN BY: GJL	DATE: 10/25/04	JOB NO: HMNW0057
CHECKED BY: CFSM	SCALE: NTS	SHEET: 1 OF 1

# ISLAND PLACE DIVISION 2

A PORTION OF THE NW1/4 OF THE SW1/4  
SEC. 34, T 33 N, R 1 E, W.M.  
OAK HARBOR, WASHINGTON

## LEGAL DESCRIPTION:

PER FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. L62037, DATED JULY 17, 2015.

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN; EXCEPT THE EAST 40 FEET FOR ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO ISLAND COUNTY FOR ROAD RIGHT-OF-WAY BY DEED RECORDED JUNE 11, 1954 UNDER AUDITOR'S FILE NO. 93867, RECORDS OF ISLAND COUNTY, WASHINGTON; ALSO EXCEPT ANY PORTION LYING WITHIN ISLAND PLACE DIVISION #1, A PLANNED RESIDENTIAL DEVELOPMENT, RECORDED IN VOLUME 13 OF PRD'S, PAGES 330 AND 331, RECORDS OF ISLAND COUNTY, WASHINGTON. SITUATE IN COUNTY OF ISLAND, STATE OF WASHINGTON.

## RESTRICTIVE COVENANTS

SEE A.F. # \_\_\_\_\_ THESE NOTES SHALL BE CONSIDERED PLAT COVENANTS AND DEED RESTRICTIONS RUNNING WITH THE LAND, AND REFERENCED ON ANY CONVEYANCES OR AGREEMENTS OF USAGE FOR THESE PLATTED LOTS AS SHOWN.

## COUNTY TREASURER APPROVAL

THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN UPON THE LANDS HEREIN DESCRIBED, HAVE BEEN FULLY PAID AND DISCHARGED, ACCORDING TO THE RECORDS OF MY OFFICE, UP TO AND INCLUDING THE YEAR OF 2015.

ISLAND COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF ISLAND PLACE, DIVISION 2 IS BASED UPON A COMPLETE AND ACTUAL SURVEY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M.; THAT COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON; THAT THE MONUMENTS HAVE BEEN SET, AND LOT AND BLOCK CORNERS STAKED CORRECTLY ON THE GROUND; AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND PLATTING REGULATIONS.

GILBERT J. LAAS \_\_\_\_\_ DATE \_\_\_\_\_  
PROFESSIONAL LAND SURVEYOR  
WASHINGTON STATE LICENSE NO. 42674

## COUNTY AUDITOR

FILED FOR AT THE REQUEST OF \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015,  
AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE(S) \_\_\_\_\_, RECORDS OF ISLAND COUNTY,  
WASHINGTON.

ISLAND COUNTY AUDITOR \_\_\_\_\_ DATE \_\_\_\_\_

## BASIS OF BEARING

THE WASHINGTON STATE NORTH ZONE (NAD 83/91) AS PER THE PLAT OF ISLAND PLACE DIVISION #1, RECORDED UNDER AUDITOR'S FILE NUMBER 4200549, RECORDS OF ISLAND COUNTY, WASHINGTON.

## SURVEY REFERENCE

- ISLAND COUNTY SHORT PLAT RECORDED UNDER AUDITOR'S FILE NO. 321219, RECORDS OF ISLAND COUNTY, WASHINGTON.
- ISLAND PLACE DIVISION #1, AS RECORDED UNDER AUDITOR'S FILE NO. 4200549, RECORDS OF ISLAND COUNTY, WASHINGTON.

## DEVELOPER/OWNER

GB VENTURES, LLC  
PO BOX 1192  
SUMAS, WASHINGTON 98295  
604-807-6900

## PARCEL NUMBER

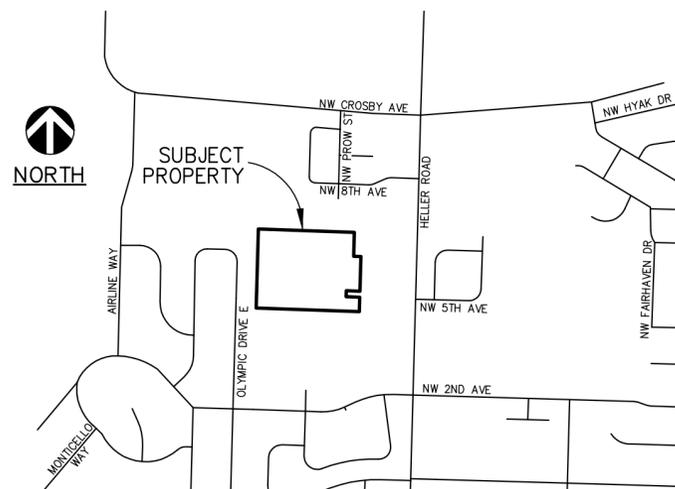
R 13334-232-0641

## NOTES:

- FOR LOTS WITH ALLEYS, ACCESS TO LOTS SHALL BE RESTRICTED TO THE ALLEY SIDE.
- ROOF AND LOT DRAIN SYSTEMS SHALL BE MAINTAINED, RESPECTIVELY, BY THE OWNERS OF THE LOTS SERVED.
- STORM FLOW CONTROL AND TREATMENT FACILITIES IN THE TRACTS, ROOF DRAIN MANIFOLD PIPES, AND THE STREET DRAINAGE SYSTEM FROM THE NORTHERN CATCH BASIN IN NW 5th AVENUE THROUGH THE DISPERSION TRENCH IN TRACT H, SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND/OR THEIR SUCCESSOR(S). ROOF/LOT DRAINS AND INDIVIDUAL LOT INFILTRATION TRENCHES SHALL BE MAINTAINED BY THE LOT OWNER(S).
- TRACT G IS FOR GRASS PLAYFIELD/STORM INFILTRATION. TRACT H IS FOR WETLANDS/BUFFER AND DISPERSION TRENCH. TRACT I IS FOR TREE RETENTION/PARK AND STORM INFILTRATION.
- ALL OF THE TRACTS SHOWN ON THE SURVEY MAP ARE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND/OR THEIR SUCCESSOR(S). THE MAINTENANCE FOR LANDSCAPING IN PLANTER STRIPS ABUTTING ALL TRACTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION AND/OR ITS SUCCESSOR(S).
- LOTS 40-51 AND 88-105 ARE ZERO LOT LINE SETBACK (COMMON WALL) LOTS.
- INDIVIDUAL HOMEOWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND/OR REPLACEMENT OF STREET TREES AND LANDSCAPING WITHIN THE PLANTER STRIPS ABUTTING THEIR RESPECTIVE LOTS.
- IF THE HOMEOWNERS ASSOCIATION AND/OR THEIR SUCCESSOR(S) SHOULD DISBAND, INDIVIDUAL PROPERTY OWNERS WILL ASSUME FULL RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION AND/OR THEIR SUCCESSOR(S) OBLIGATIONS.
- THE FOLLOWING USES MAY BE PERMITTED WITHIN A WETLAND BUFFER, PROVIDED THEY ARE NOT PROHIBITED BY ANY OTHER APPLICABLE LAW AND ARE CONDUCTED IN A MANNER SO AS TO MINIMIZE NEGATIVE IMPACTS TO THE BUFFER AND ADJACENT WETLAND:
  - CONSERVATION OR RESTORATION ACTIVITIES AIMED AT PROTECTING THE SOIL, WATER, VEGETATION OR WILDLIFE.
  - PASSIVE RECREATION FACILITIES DESIGNED AND IN ACCORDANCE WITH AN APPROVED CRITICAL AREAS REPORT, INCLUDING:
    - WILDLIFE VIEWING STRUCTURES; AND
    - WALKWAYS AND TRAILS, PROVIDED PATHWAYS MINIMIZE ADVERSE IMPACTS ON WATER QUALITY. THEY SHOULD GENERALLY BE PARALLEL TO THE PERIMETER OF THE WETLAND, LOCATED IN THE OUTER 25 PERCENT OF THE WETLAND BUFFER AREA, AND AVOID REMOVAL OF SIGNIFICANT TREES. THEY SHOULD BE LIMITED TO PERVIOUS SURFACES NO MORE THAN FIVE FEET IN WIDTH. RAISED BOARDWALKS UTILIZING NONTREATED PILINGS MAY BE ACCEPTABLE.
- CONSTRUCTION OF NEW FACILITIES MAY REQUIRE CITY APPROVAL.
- THE DIRECTOR OF THE DEVELOPMENT SERVICES DEPARTMENT OR DESIGNEE MUST APPROVE THE REMOVAL OF TREES THAT ARE NOT PART OF A NATIVE VEGETATION AREA THAT WERE REQUIRED TO BE RETAINED AS PART OF A PREVIOUS PLAN APPROVAL, IF IT IS DETERMINED THAT THE TREE IS DISEASED, PHYSICALLY DETERIORATED, POTENTIALLY HAZARDOUS, DAMAGED OR SUBJECT TO WINDTHROW. TREES THAT ARE REMOVED AS APPROVED BY THE DIRECTOR SHALL BE REPLACED AT A ONE-TO-ONE RATIO. REPLACEMENT TREES SHALL BE A MINIMUM TWO-AND-ONE-HALF-INCH CALIPER FOR DECIDUOUS TREES OR A MINIMUM OF SIX FEET FROM EXISTING GRADE FOR CONIFERS.

## STANDARD EASEMENT PROVISION:

AN EASEMENT IS RESERVED FOR AND GRANTED TO THE CITY OF OAK HARBOR, FRONTIER COMMUNICATIONS NORTHWEST, CASCADE NATURAL GAS CORPORATION, COMCAST, PUGET SOUND ENERGY, U.S. POSTAL SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS; AND FOR THE USE OF THE HOMEOWNERS ASSOCIATION TO MAINTAIN THE ROOF DRAIN MANIFOLD PIPES UNDER AND UPON THE FRONT 8 OR 10 FEET OF EACH LOT AND TRACT ABUTTING THE STREETS AS SHOWN HEREIN, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN AND REMOVE UTILITY SYSTEMS, LINES, FIXTURES AND APPURTENANCES ATTACHED THERETO, FOR THE PURPOSE OF PROVIDING UTILITY SERVICES TO THE SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES STATED, WITH THE UNDERSTANDING THAT ANY GRANTEE SHALL BE RESPONSIBLE FOR ALL UNNECESSARY DAMAGE IT CAUSES TO ANY REAL PROPERTY OWNER BY EXERCISE OF RIGHTS AND PRIVILEGES HEREIN GRANTED.



VICINITY MAP  
SCALE: 1" = 1000'

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT GB VENTURES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, OWNER IN FEE SIMPLE OR CONTRACT PURCHASER AND MORTGAGE HOLDER OF THE LAND HEREBY PLATTED, DECLARES THIS PLAT AND DEDICATES TO THE USE OF THE PUBLIC FOREVER, THE STREETS, AVENUES AND ALLEYS SHOWN HEREON AND THE USE THEREOF FOR ALL PUBLIC PURPOSES CONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN HEREON IN THE ORIGINAL REASONABLE GRADING OF ALL SUCH STREETS, AVENUES AND ALLEYS SHOWN HEREON. THIS SUBDIVISION HAS BEEN MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES. IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

BAR HAYRE, MEMBER GB VENTURES, LLC

## ACKNOWLEDGEMENT

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT BAR HAYRE SIGNED THIS INSTRUMENT, ON OATH STATING THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MEMBER OF GB VENTURES, LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT. IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DATE AND YEAR ABOVE WRITTEN.

DATED \_\_\_\_\_

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

## CITY ENGINEER APPROVAL

I HEREBY CERTIFY THAT THIS FINAL PLAT IS CONSISTENT WITH ALL APPLICABLE CITY IMPROVEMENT STANDARDS AND REQUIREMENTS IN FORCE ON THE DATE OF PRELIMINARY PLAT APPROVAL, EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

CITY ENGINEER \_\_\_\_\_

## CITY COUNCIL APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

ATTEST:

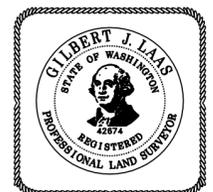
CLERK \_\_\_\_\_ MAYOR \_\_\_\_\_

## CITY FINANCE DIRECTOR APPROVAL

I HEREBY CERTIFY THAT ALL TAXES AND DELINQUENT ASSESSMENTS FOR WHICH THE PROPERTY MAY BE LIABLE AS OF THE DATE OF CERTIFICATION HAVE BEEN DULY PAID, SATISFIED OR DISCHARGED.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

CITY FINANCE DIRECTOR \_\_\_\_\_



NW 1/4 OF THE SW 1/4  
SECTION 34, TWN 33 N, RNG 1 E

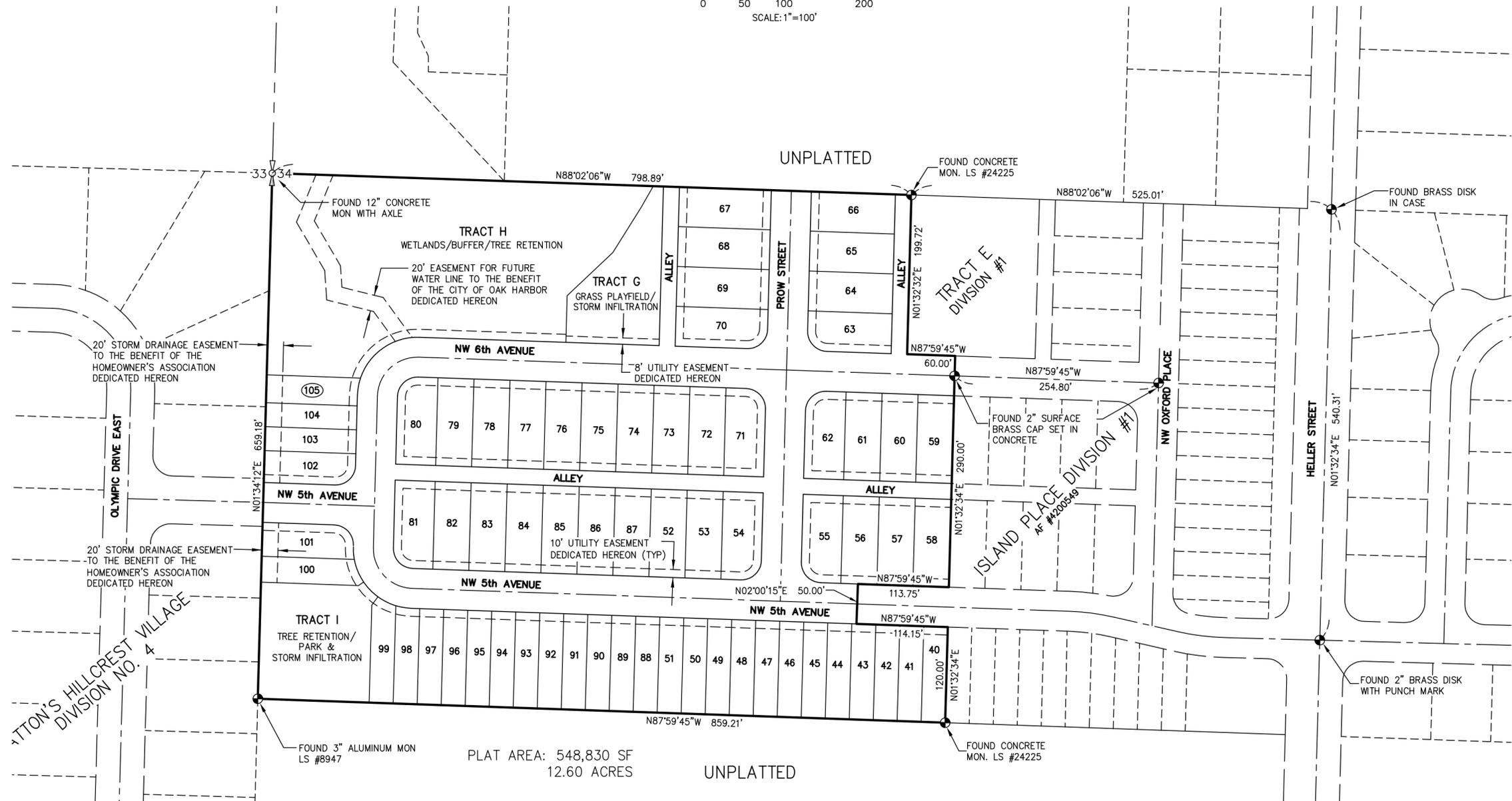
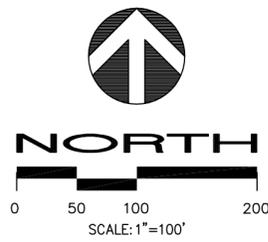
DAVID EVANS AND ASSOCIATES, INC.  
1620 W. MARINE VIEW DR. SUITE 200  
EVERETT, WASHINGTON 98201  
(425)259-4099  
GBVL0000-0001

AF # \_\_\_\_\_

SHEET 1 OF 6 SHEETS  
ATTACHMENT 2

# ISLAND PLACE DIVISION 2

A PORTION OF THE NW1/4 OF THE SW1/4  
SEC. 34, T 33 N, R 1 E, W.M.  
OAK HARBOR, WASHINGTON



### LOT ADDRESSES

LOT	NUMBER	STREET
40	1551	NW 5th AVE
41	1557	NW 5th AVE
42	1573	NW 5th AVE
43	1579	NW 5th AVE
44	1589	NW 5th AVE
45	1597	NW 5th AVE
46	1607	NW 5th AVE
47	1615	NW 5th AVE
48	1629	NW 5th AVE
49	1635	NW 5th AVE
50	1647	NW 5th AVE
51	1655	NW 5th AVE
52	1662	NW 5th AVE
53	1642	NW 5th AVE
54	1632	NW 5th AVE
55	1596	NW 5th AVE
56	1580	NW 5th AVE

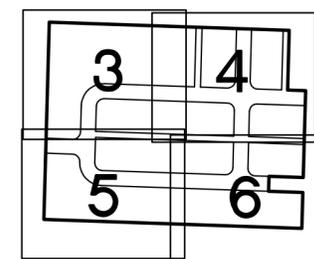
LOT	NUMBER	STREET
57	1566	NW 5th AVE
58	1550	NW 5th AVE
TR E	1544	NW 6th AVE
59	1551	NW 6th AVE
60	1563	NW 6th AVE
61	1581	NW 6th AVE
62	1593	NW 6th AVE
63	624	NW PROX ST
64	634	NW PROX ST
65	658	NW PROX ST
66	668	NW PROX ST
67	669	NW PROX ST
68	657	NW PROX ST
69	635	NW PROX ST
70	625	NW PROX ST
71	1631	NW 6th AVE
72	1643	NW 6th AVE

LOT	NUMBER	STREET
73	1661	NW 6th AVE
74	1671	NW 6th AVE
TR G	1688	NW 6th AVE
75	1691	NW 6th AVE
76	1707	NW 6th AVE
77	1721	NW 6th AVE
78	1733	NW 6th AVE
79	1751	NW 6th AVE
80	1761	NW 6th AVE
81	1762	NW 5th AVE
82	1752	NW 5th AVE
83	1732	NW 5th AVE
84	1722	NW 5th AVE
85	1702	NW 5th AVE
86	1690	NW 5th AVE
87	1670	NW 5th AVE
88	1667	NW 5th AVE

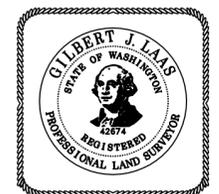
LOT	NUMBER	STREET
89	1675	NW 5th AVE
90	1687	NW 5th AVE
91	1695	NW 5th AVE
92	1709	NW 5th AVE
93	1715	NW 5th AVE
94	1727	NW 5th AVE
95	1735	NW 5th AVE
96	1749	NW 5th AVE
97	1755	NW 5th AVE
98	1767	NW 5th AVE
99	1775	NW 5th AVE
TR I	1781	NW 5th AVE
100	1785	NW 5th AVE
101	1789	NW 5th AVE
102	1794	NW 6th AVE
103	1790	NW 6th AVE
104	1786	NW 6th AVE
105	1782	NW 6th AVE

### SURVEY NOTES

1. A LEICA MS 50 MULTI-STATION AND LEICA TS 15 TOTAL STATION WERE USED FOR THIS SURVEY.
2. THIS SURVEY EXCEEDS THE MINIMUM REQUIRED SURVEY PRECISION FOR FIELD TRAVERSES, AS SET FORTH BY WAC 332-130-090.



KEY MAP



DAVID EVANS AND ASSOCIATES, INC.  
1620 W. MARINE VIEW DR. SUITE 200  
EVERETT, WASHINGTON 98201  
(425)259-4099

GBVL0000-0001

AF # \_\_\_\_\_

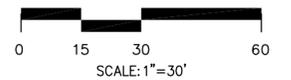
# ISLAND PLACE DIVISION 2

A PORTION OF THE NW1/4 OF THE SW1/4  
SEC. 34, T 33 N, R 1 E, W.M.  
OAK HARBOR, WASHINGTON

UNPLATTED



**NORTH**



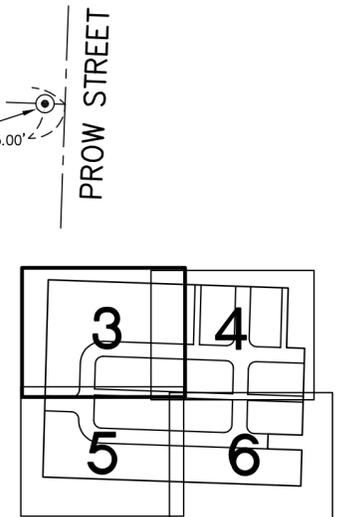
Curve Table			
Curve #	Delta	Radius	Length
C1	16°52'59"	75.00	22.10
C2	90°27'41"	25.00	39.47
C3	15°34'16"	75.00	20.38
C16	90°27'41"	25.00	39.47

### LEGEND

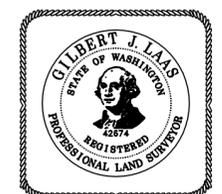
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- ⊙ INDICATES 3" BRASS MONUMENT IN CASE SET FOR THIS PLAT. (LS 42674) SEPT. 2015
- ⊕ INDICATES MONUMENT FOUND
- 40\* INDICATES DUPLEX LOT-ZERO SETBACK ON INTERIOR DUPLEX LOT LINES

- EXISTING WETLAND
- EXISTING FENCE

NOTE: MONS IN PROW STREET WERE OFFSET 5 FEET DUE TO CONFLICT WITH SEWER MANHOLES.



### KEY MAP

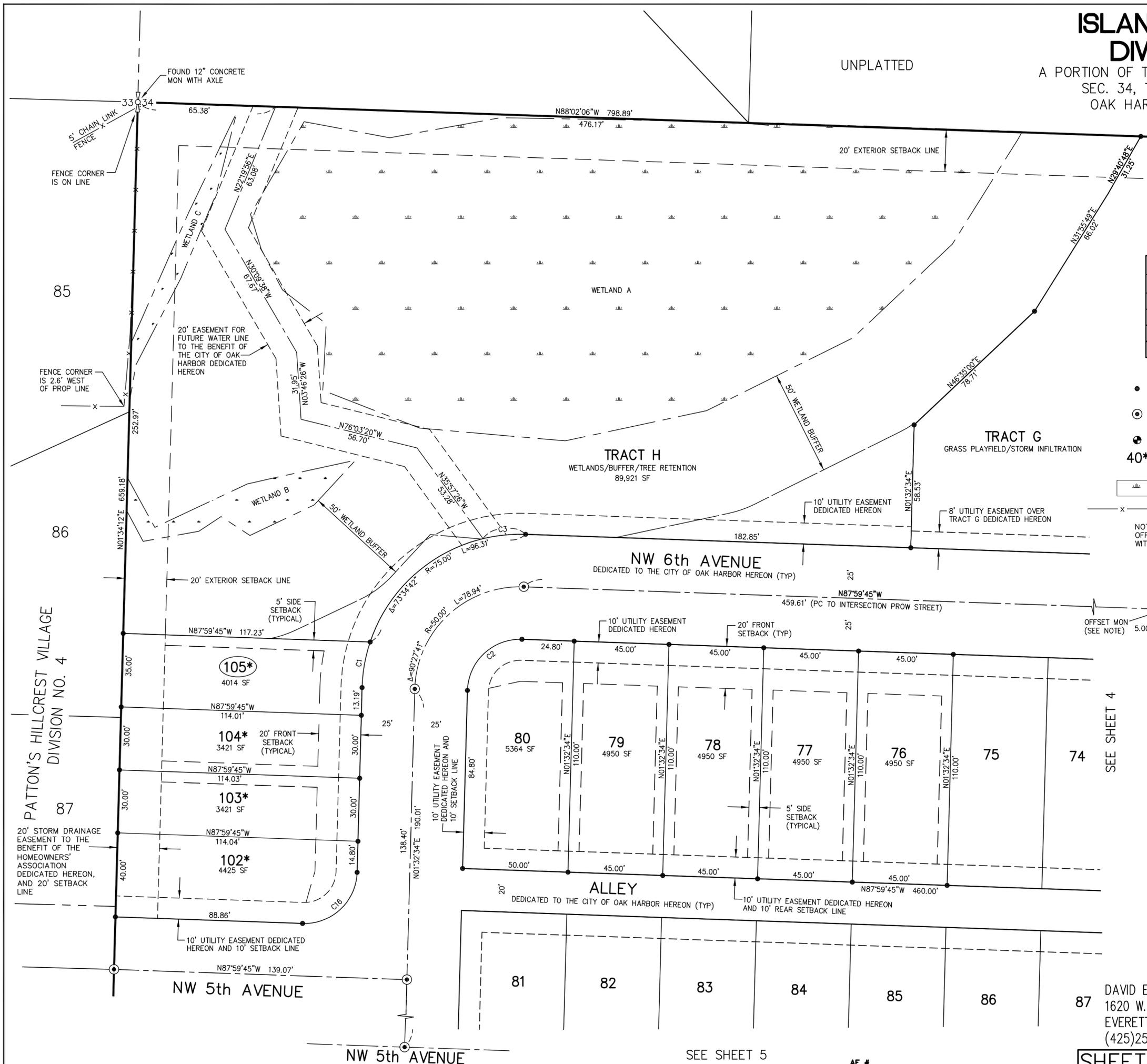


SEE SHEET 4

### KEY MAP

DAVID EVANS AND ASSOCIATES, INC.  
1620 W. MARINE VIEW DR. SUITE 200  
EVERETT, WASHINGTON 98201  
(425)259-4099

GBV.L0000-0001

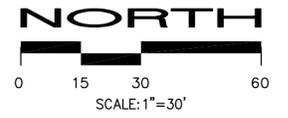


SEE SHEET 5

AF # \_\_\_\_\_

# ISLAND PLACE DIVISION 2

A PORTION OF THE NW1/4 OF THE SW1/4  
SEC. 34, T 33 N, R 1 E, W.M.  
OAK HARBOR, WASHINGTON

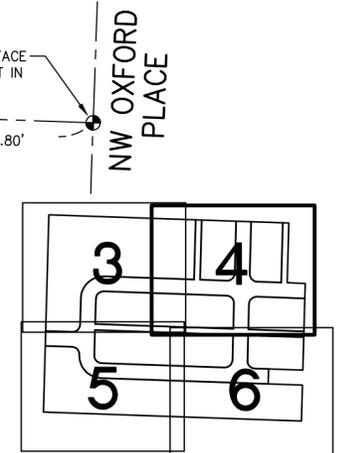


Curve Table			
Curve #	Delta	Radius	Length
C18	90°27'41"	25.00	39.47
C19	89°32'19"	25.00	39.07
C20	90°27'41"	25.00	39.47
C21	89°32'19"	25.00	39.07

### LEGEND

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- EXISTING FENCE

NOTE: MONS IN PROW STREET WERE OFFSET 5 FEET DUE TO CONFLICT WITH SEWER MANHOLES.



KEY MAP



DAVID EVANS AND ASSOCIATES, INC.  
1620 W. MARINE VIEW DR. SUITE 200  
EVERETT, WASHINGTON 98201  
(425)259-4099 CBVL0000-0001



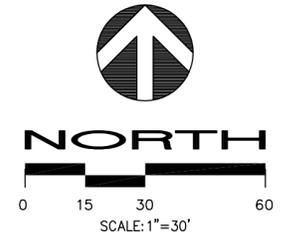
SEE SHEET 3

SEE SHEET 6

AF #

# ISLAND PLACE DIVISION 2

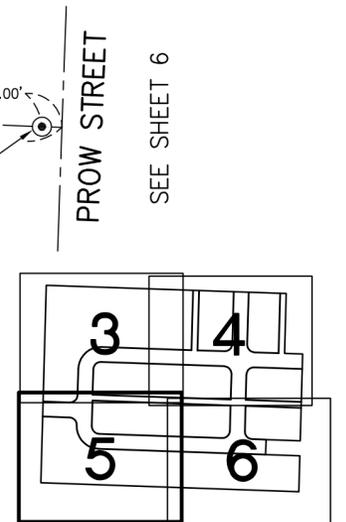
A PORTION OF THE NW1/4 OF THE SW1/4  
SEC. 34, T 33 N, R 1 E, W.M.  
OAK HARBOR, WASHINGTON



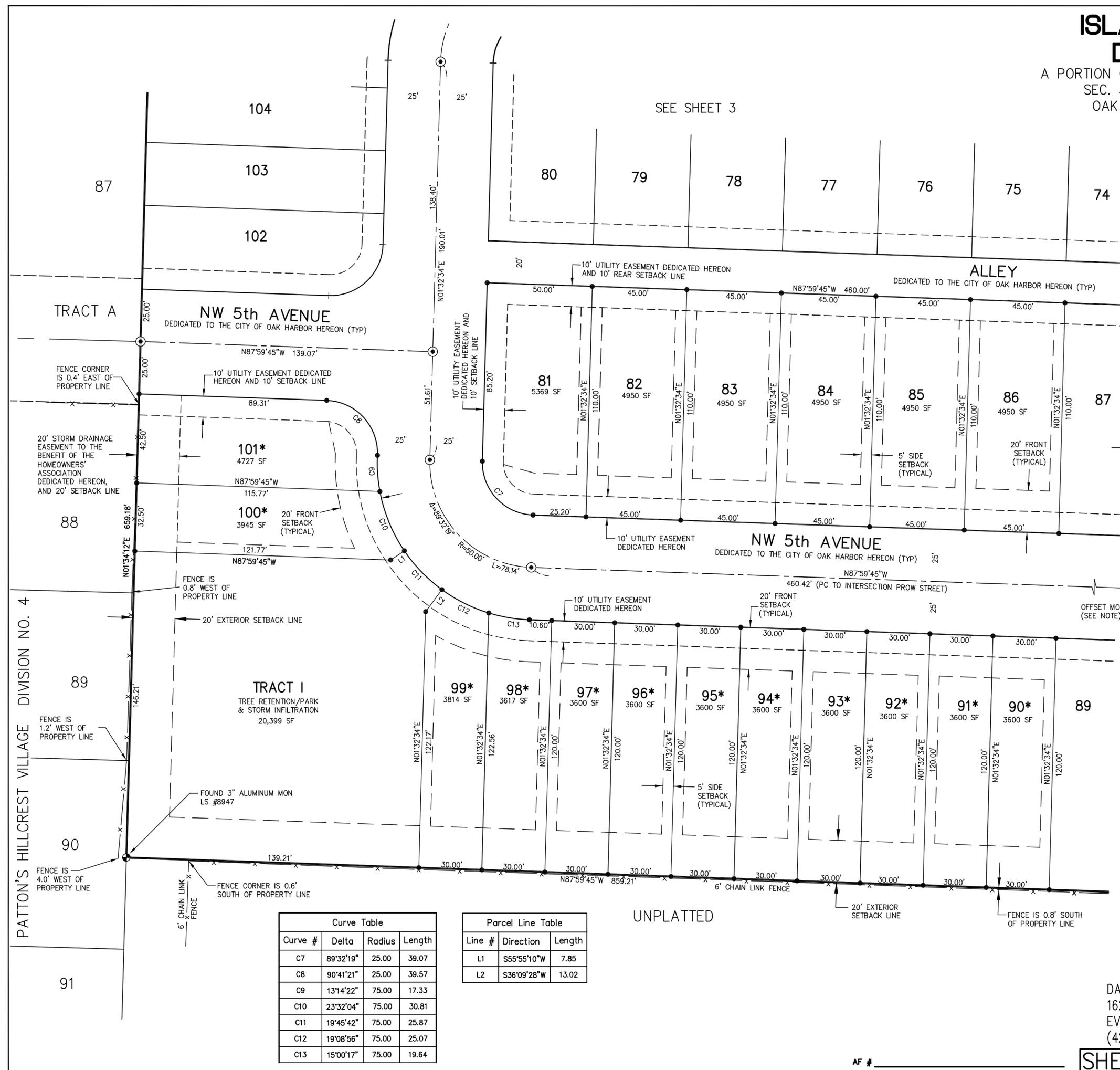
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NOTE: MONS IN PROW STREET WERE OFFSET 5 FEET DUE TO CONFLICT WITH SEWER MANHOLES.



KEY MAP



Curve #	Delta	Radius	Length
C7	89°32'19"	25.00	39.07
C8	90°41'21"	25.00	39.57
C9	13°14'22"	75.00	17.33
C10	23°32'04"	75.00	30.81
C11	19°45'42"	75.00	25.87
C12	19°08'56"	75.00	25.07
C13	15°00'17"	75.00	19.64

Line #	Direction	Length
L1	S55°55'10"W	7.85
L2	S36°09'28"W	13.02

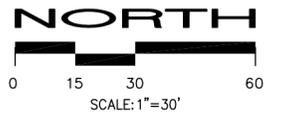
UNPLATTED

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AF # \_\_\_\_\_

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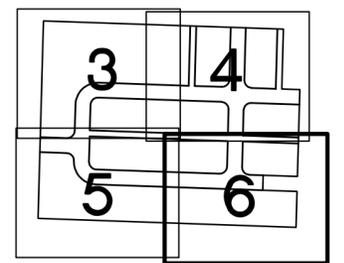


Curve Table			
Curve #	Delta	Radius	Length
C5	89°32'19"	25.00	39.07
C6	90°27'41"	25.00	39.47

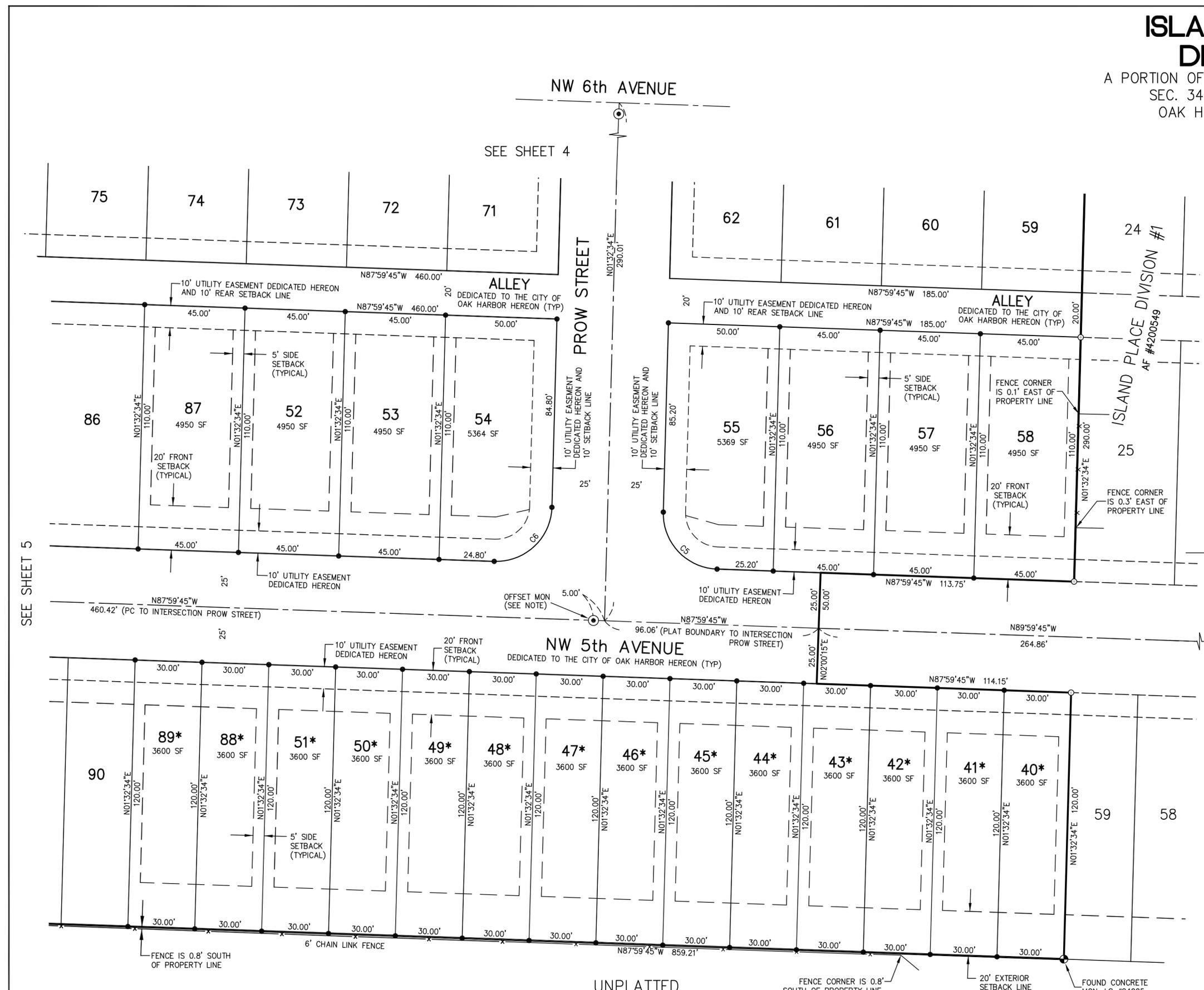
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KEY MAP



UNPLATTED

SEE SHEET 5

SEE SHEET 4

DAVID EVANS AND ASSOCIATES, INC.  
1620 W. MARINE VIEW DR. SUITE 200  
EVERETT, WASHINGTON 98201  
(425)259-4099

GBV.0000-0001

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

Bill No. C/A 4.1  
Date: November 4, 2015  
Subject: Hearing Examiner Contract  
Renewal for Michael Bobbink

**FROM: Steve Powers, Development Services Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Authorize the Mayor to sign a professional services agreement with Mr. Michael Bobbink for hearing examiner services.

**BACKGROUND / SUMMARY INFORMATION**

This agenda bill requests renewal of the City's contract for Hearing Examiner services with Mr. Michael Bobbink. The contract is for a period of three years.

Mr. Bobbink has ably and professionally provided the City with hearing examiner services since 2004. For the first several years the contracts between the parties were renewed annually. In 2009, the parties agreed to a two-year duration for the contract. The current contract has expired and both parties wish to continue the contractual relationship. This year the contract has changed to use the City's standard professional services agreement. There will also be an increase in the compensation for services to cover the cost of commercial insurance which is a new requirement of the City. The compensation will be \$ 20,500 per year; paid \$1,708 per month. The other terms and conditions of the agreement are the same as in the previous contract.

**LEGAL AUTHORITY**

The City of Oak Harbor has established a hearing examiner system pursuant to the authority granted to it by RCW 35A.63.170. The Hearing Examiner shall perform all of the duties set for the in Oak Harbor Municipal Code Chapters 17.05, 17.06, 17.10, 17.12, 17.14, 17.18, 17.22, 17.28, 18.20, 18.30 and 18.40 and all other actions reasonably necessary to fulfill the obligations of the position, as established by state statute or City ordinance.

**FISCAL IMPACT**

Funds Required: \$ 20,500

Appropriation Source: The source of funds for this contract is Fund 001 – General Fund. This expense was included in the Development Services Department approved budget for 2015 and 2016.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

The item was not previously presented to the City Council.

**ATTACHMENTS**

1. [Professional Services Agreement with Hearing Examiner Michael Bobbink](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF OAK HARBOR AND MICHAEL BOBBINK  
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and Michael Bobbink, a Hearing Examiner (“Consultant”).

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

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services regarding Hearing Examiner as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as Exhibit “A” and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** The term of this Agreement shall commence on November 5, 2015 and shall terminate at midnight, November 4, 2018. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City, except that the Consultant, if unable to complete the services of Consultant for any reason (including conflicts or appearance of fairness) shall pay for the services of another Hearing Examiner. The City reserves the right to select the Hearing Examiner Pro Tem appointed pursuant to this provision.

III.5 **EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNIFICATION/HOLD HARMLESS.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from negligent acts of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

### III.7 INSURANCE.

- a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives or employees.
- b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:
  1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
  2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:
  1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- g. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement evidencing the insurance requirements of the Consultant before commencement of the work.
- h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- j. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services.

The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

- a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.
- b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or

potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

- a. The Consultant shall is responsible for all work performed by subcontractors/ subconsultants pursuant to the terms of this Agreement.
- b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit \_\_\_\_ :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.
- d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**ARTICLE IV. OBLIGATIONS OF THE CITY**

IV.1 **PAYMENTS.**

- a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$20,500 annually without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

- b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.
- c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## **ARTICLE V. GENERAL**

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

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

Notices to the Consultant shall be sent to the following address:

Michael Bobbink  
528 Clark Road  
Bellingham, WA 98225

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in accordance with Oak Harbor Municipal Code Section 18.40.050. The parties may by mutual agreement terminate this contract with 30 days written notice.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

- V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.
- V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.
- V.5 **SEVERABILITY**
- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
  - b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
- V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
- V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.
- V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Island County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY:

HEARING EXAMINER:

CITY OF OAK HARBOR  
865 SE Barrington Drive  
Oak Harbor, WA 98277

Michael Bobbink  
528 Clark Road  
Bellingham, WA 98225

\_\_\_\_\_  
Scott Dudley, Mayor

\_\_\_\_\_  
Michael Bobbink

Approved as to form:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**SCOPE OF WORK**

1. CONSULTANT shall perform all of the duties set forth in OHMC Chapters 18.20 and 18.40 and all other actions reasonably necessary to fulfill the obligations of the position, as established by state statute or City ordinance. The provisions of RCW 35.63.130 are incorporated by this reference as if fully set forth herein.
2. CONSULTANT shall adopt such rules as he deems necessary to performance of the duties of Hearing Examiner pursuant to City Code.
3. CONSULTANT shall hold hearings on dates mutually convenient to staff and the CONSULTANT as frequently as needed to review and decide upon applications in a timely manner. Unless special notification is given otherwise, hearings will be held in the City Council Chambers in Oak Harbor, Washington. CONSULTANT may schedule special meetings and continued meetings, as deemed necessary and with concurrence of the CITY.
4. CONSULTANT will work independently and without direct supervision. CONSULTANT will remain fully knowledgeable of CITY zoning code and all other CITY codes, regulations, ordinances, resolutions and policies affecting the areas of concern related to CONSULTANT'S duties.
5. CONSULTANT shall perform its duties under the Contract to the CITY'S satisfaction, including, but not limited to, conducting orderly and impartial hearings, creating a professional and courteous environment for applicants, citizens and staff; and timely preparing decisions based on sound reasoning and all applicable law. When deemed appropriate and under the circumstances allowed by law, CONSULTANT shall make site visits to familiarize itself with the site of the proposed land use and surrounding area.
6. CONSULTANT shall provide all office space and equipment necessary to perform its obligations under this Contract and shall maintain an active e-mail address for electronic communications and transfer of information. CONSULTANT shall annually report in writing to the CITY by December 1<sup>st</sup> of each year regarding the decisions rendered during the year and state any recommendations for changing or improving the CITY'S hearing examiner system.

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City of Oak Harbor  
City Council Agenda Bill

Bill No. C/A 4.m  
Date: November 4, 2015  
Subject: Authorization to contract for  
services to replace roof at  
Flintstone Park

**FROM: Cathy Rosen, Public Works Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

A motion authorizing staff to contract with Scholten Roofing Inc. to replace the roof on the Flintstone Park restrooms in the amount not to exceed \$12,500.00.

**BACKGROUND / SUMMARY INFORMATION**

On August 14, 2015, staff requested bids to re-roof the Flintstone Park restrooms using the Small Works Roster with no response.

On August 21, 2015, follow-up phone calls were made and one company, Scholten Roofing, Inc., was the only one to submit in a written quote. The City has used Scholten Roofing Inc. multiple of times and has found them to be a very responsible bidder.

Funds are available in the amount of \$13,500.00 in the Capital Construction Fund #320 - Flintstone Park Improvements budget for buildings and structures. Staff is proposing to use these funds to re-roof the Flintstone Park restrooms.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

Funds Required: Not to exceed \$12,500.00

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Agreement between the City and Scholten Roofing, Inc.](#)

**AGREEMENT BETWEEN  
CITY OF OAK HARBOR  
AND SCHOLTEN ROOFING, INC.  
FOR CONTRACTOR SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and Scholten Roofing Inc., a Washington LLP (“Contractor”).

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

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with Contractor services regarding Flintstone Park roof repair as described in Article II. The general terms and conditions of the relationship between the City and the Contractor are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as Exhibit “A” and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Contractor unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Contractor’s profession.

**ARTICLE III. OBLIGATIONS OF THE CONTRACTOR**

**III.1 MINOR CHANGES IN SCOPE.** The Contractor shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Contractor perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Contractor at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

- III.2 **TERM.** The term of this Agreement shall commence on November 5, 2015 and shall terminate at midnight, December 31, 2015. The parties may extend the term of this Agreement by written mutual agreement.
- III.3 **NONASSIGNABLE.** The services to be provided by the Contractor shall not be assigned or subcontracted without the express written consent of the City.
- III.4 **EMPLOYMENT.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall be considered employees of the Contractor only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Contractor or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Contractor.
- III.5 **INDEMNIFICATION/HOLD HARMLESS.** Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

III.6 **INSURANCE.**

- a. **Insurance Term.** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.
- b. **No Limitation.** Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- c. **Minimum Scope of Insurance.** Contractors required insurance shall be of the types and coverage as stated below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
  2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop-gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. **Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- e. **City Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.
- f. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance,

self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

- g. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- h. Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsements evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.
- i. Subcontractors' Insurance.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.
- j. Notice of Cancellation.** The Contractor shall provide the City with all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
- k. Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**III.7 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Contractor agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Contractor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands and agrees that if it violates this nondiscrimination provision, this Agreement

may be terminated by the City, and further that the Contractor will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.8 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Contractor agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.9 LEGAL RELATIONS.** The Contractor shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Contractor represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

**III.10 INDEPENDENT CONTRACTOR.**

- a. The Contractor and the City understand and expressly agree that the Contractor is an independent contractor in the performance of each and every part of this Agreement. The Contractor expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Contractor shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.
- b. The Contractor shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Contractor shall pay the same before it becomes due.
- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.
- d. Prior to commencement of work, the Contractor shall obtain a business license from the City.

**III.11 CONFLICTS OF INTEREST.** The Contractor agrees to and shall notify the City of any potential conflicts of interest in Contractor's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.12 CITY CONFIDENCES.** The Contractor agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.13 SUBCONTRACTORS/SUBCONTRACTORS.**

- a. The Contractor shall be responsible for all work performed by subcontractors pursuant to the terms of this Agreement.
- b. The Contractor must verify that any subcontractors they directly hire meet the responsibility criteria for the project. Verification that a subcontractor has proper license and bonding, if required by statute, must be included in the verification process. The Contractor will use the following subcontractors or as set forth in Exhibit \_\_\_\_:

N/A

- c. The Contractor may not substitute or add subcontractors without the written approval of the City.
- d. All Subcontractors shall have the same insurance coverages and limits as set forth in this Agreement and the Contractor shall provide verification of said insurance coverage.

**ARTICLE IV. OBLIGATIONS OF THE CITY**

**IV.1 PAYMENTS.**

- a. The Contractor shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Contractor under this Agreement exceed Twelve Thousand Dollars (\$12,000) without the written agreement of the Contractor and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit "A", the City shall pay Contractor a mutually agreed amount.

- b. The Contractor shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Contractor shall maintain time and expense records and provide them to the City upon request.
- c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**IV.2 CITY APPROVAL.** Notwithstanding the Contractor's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

**IV.3 MAINTENANCE/INSPECTION OF RECORDS.** The Contractor shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Contractor shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## **ARTICLE V. GENERAL**

**V.1 NOTICES.** Notices to the City shall be sent to the following address:

Cathy Rosen  
Public Works Director  
City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98277

Notices to the Contractor shall be sent to the following address:

Barry Berendesen  
Vice President  
7157 Guide Meridian  
Lynden, WA 98264-9499

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

**V.2 TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Contractor.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Contractor for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

**V.3 DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

**V.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

**V.5 SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**V.6 NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

**V.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**V.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Island County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF OAK HARBOR

SCHOLTEN ROOFING INC.

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

By \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk

Exhibit "A"

**Scholten Roofing, Inc.**

7157 Guide Meridian, Lynden, WA 98264-9499

Toll Free (877) 398-7100

(360) 398-8484 / Fax (360) 398-2857

SCHOLTR211K5

**PROPOSAL**

Date: September 4, 2015

**Proposal Submitted To:**

Cit of Oak Harbor / Parks and Rec. Dept.	Phone: 360-279-4756	Fax: 360-679-3902
865 SE Barrington Drive	Job: Flintstone Park Restroom	
Oak Harbor, WA. 98277		
Attn: Hank Nydam	Contact:	

We hereby submit specifications and estimates for:

**AEP 24GA Standing Seam Metal Roofing**

1. Remove existing wood shakes down to existing roof decking.
2. Provide and install new roof felt.
3. Provide and install new AEP Span metal roofing and all associated flashings.
4. Remove and dispose of all debris generated by roofing operations.
5. Includes: 2 year contractor guarantee.
6. Excludes WSST and building permit.

**NOTE:** *If your roofing project has asbestos-contained materials (ACM), adjustments in price may be necessary.*

**WE PROPOSE hereby to furnish material and labor complete in accordance with above specifications, for the sum of:**

**ELEVEN THOUSAND TWO HUNDRED & NO/100 ..... DOLLARS (\$11,200.00)**

Buyer agrees to pay for the goods described in this proposal in full, by the 10th day of the month following the date of sale. It is expressly understood and agreed that title to said goods shall not pass to the buyer until the purchase price has been paid in full. In the event that buyer fails to pay the purchase price in full by the 10th day of the month following the date of sale, buyer agrees that seller may retake possession of said goods without notice of demand.

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. NOTICE THAT MATERIALMEN'S LIEN MAY BE CLAIMED. Scholten Roofing, Inc. is and shall be furnishing labor, materials, and/or supplies under this agreement with:

**CITY OF OAK HARBOR** who ordered such labor, materials and supplies, or equipment. Notice is hereby given that a lien may be claimed for all materials and supplies, or equipment so furnished.

NOTE: This proposal may be withdrawn by us if not accepted within 25 days

AUTHORIZED SIGNATURE Henry Berntsen Jr. (Barry) Vice President

**ACCEPTANCE OF PROPOSAL** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

**SCHOLTEN ROOFING, INC.  
CONTRACT CONDITIONS**

**I. TERMS OF PAYMENT**

Payments of invoices for materials purchased and work completed shall be due upon receipt of invoice. On amounts not paid by the 10th day of the month following invoicing, a finance charge shall be added equal to one and one half percent (1.5%) per month (18% annual percentage rate).

**II. DEFAULT IN PAYMENT**

If payments for amounts due on this contract or any portion thereof are not paid in accordance with the terms of the contract, then collection may be placed in the hands of an attorney and the prevailing party shall be entitled to reimbursement for all costs and reasonable attorney's fees.

**III. CHANGE ORDERS**

Any changes or extras in the work provided for herein shall be performed only after written authorization and agreement for additional charges for said work.

**IV. LIABILITY**

SCHOLTEN ROOFING, INC. shall not be liable for damage or breakage due to circumstances beyond its control, including, but not limited to, the discovery of any hazardous waste or toxic substances. The owner agrees to indemnify and hold SCHOLTEN harmless for any claims arising out of such discoveries during the course of contract performance.

**V. PERMITS**

All governmental permits and approvals shall be obtained by the owner except those included in the description of the work.

**VI. STRIKES, ETC.**

All contractual obligations are contingent upon strikes, accidents, adverse weather conditions and/or delays unavoidable or beyond SCHOLTEN ROOFING, INC.

**VII. REPRESENTATIONS AND WARRANTIES**

This contract shall constitute the entire agreement between the parties and shall supersede all other agreements. SCHOLTEN ROOFING, INC. specifically disclaims any and all representations or warranties, express or implied, not specifically contained herein.

**VIII. NOTICE TO CUSTOMER**

SCHOLTEN ROOFING, INC. is a registered and licensed contractor, Registration No. SCHOLI\*211K5, with a State bond of \$6,000 for purposes of satisfying claims arising out of negligent or improper work. This bond may not be sufficient to cover a claim, which might arise from the work done under the contract. Further, notice is given that the property upon which the work is performed may be liened to force payment of any balances owing with respect to the supplying of equipment and the providing of materials. SCHOLTEN ROOFING is required to provide you with further information about lien release documents if requested and general information is available from the Washington State Department of Labor & Industries.

**IX. WARRANTY EXCLUSION**

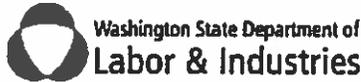
SCHOLTEN ROOFING, INC. makes no warranties and is specifically exempt from liability directly or indirectly related to any defects or damages resulting from the existence or presence of fungi, mold, mildew, yeast or similar type substances.

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**SCHOLTEN ROOFING INC**

Owner or tradesperson  
Principals  
BERENDSEN, BARRY

7157 GUIDE MERIDIAN ROAD  
LYNDEN, WA 98264-9499  
360-398-8484  
WHATCOM County

UNREIN, RUSSELL E, PRESIDENT  
BERENDSEN, HENRY JR, VICE PRESIDENT  
ESHUIS, GALEN  
(End: 04/04/2013)  
SCHOLTEN, JACK  
(End: 04/04/2013)  
ESHUIS, MICHAEL G, VICE PRESIDENT  
(End: 04/04/2013)  
PARRIERA, JEREMY W, VICE PRESIDENT  
(End: 04/04/2013)

Doing business as  
SCHOLTEN ROOFING INC

WA UBI No.  
600 087 488

Business type  
Corporation  
Governing persons  
BARRY  
  
BERENDSEN  
GALEN ESHUIS,  
RUSSELL UNREIN;

**License**

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

**Construction Contractor**

**Active.**  
**Meets current requirements.**

License specialties  
GENERAL

License no.  
SCHOLI\*211K5  
Effective — expiration  
05/25/1979 — 05/08/2017

Bond  
WESTERN SURETY CO  
Bond account no.  
9312917

\$12,000.00

Received by L&I  
07/23/2004

Effective date  
08/28/2004  
Expiration date  
Until Canceled

Insurance  
Continental Cas Co

\$1,000,000.00

Policy no.  
1029044214

Received by L&I  
04/28/2016

Effective date  
06/01/2016  
Expiration date  
06/01/2016

**Insurance history**

**Savings**

No savings accounts during the previous 6 year period.

**Lawsuits against the bond or savings**

No lawsuits against the bond or savings accounts during the previous 6 year period.

**L&I Tax debts**

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

**License Violations**

No license violations during the previous 6 year period.

**Workers' comp**

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID  
201424-00

Account is current.

**Doing business as**

SCHOLTEN ROOFING INC

**Estimated workers reported**

Quarter 2 of Year 2016 "11 to 20 Workers"

**L&I account representative**

T1 / JAN BENTLEY (360)902-4652 - Email: STRO235@lni.wa.gov

**Workplace safety and health**

Check for any past safety and health violations found on jobsites this business was responsible for.

**Inspection results date**

06/30/2014

Violations

**Inspection no.**

317380681

**Location**

4502 S Steel Street  
Tacoma, WA 98409

**Inspection results date**

08/06/2013

Violations

**Inspection no.**

316848902

**Location**

7816 South 208th St.  
Kent, WA 98032

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

Bill No. C/A 4.n  
Date: November 4, 2015  
Subject: Purchase Authorization-Service  
Body for Parks Division

**FROM: Cathy Rosen, Public Works Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

A motion authorizing staff to purchase a service body to be installed on the Ford F350 approved by City Council on September 1, 2015 from Northend Truck Equipment Co. in the amount of \$11,124.80 utilizing the City of Seattle's contract number 003205.

**BACKGROUND / SUMMARY INFORMATION**

On September 1, City Council authorized the revised purchase of a Ford F350 truck to be used by the Parks Division. It was indicated at the workshop in August that staff would be bringing forward the service body that would be installed on this truck to allow this vehicle to be used for irrigation and other parks related purposes.

Currently, irrigation parts are moved from truck to truck depending on which vehicle is available. A dedicated truck with a service body will allow the Parks Division to store their irrigation parts on one truck, while being able to use the vehicle for other purposes. This will increase efficiency by not having to move parts around repetitively.

Staff researched multiple options and found that the City of Seattle has a contract number 003205 in place that offers discounted pricing on utility bodies that would fit the City's needs. Through our interlocal agreement with the City of Seattle, we can take advantage of this special pricing.

Funds are available for this purchase through the replacement fund.

Therefore, staff is recommending purchasing a service body to be installed on the Ford F350 by Northend Truck and Equipment, Co. in the amount of \$11,124.80.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

Funds Required: \$11,124.80

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

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

Bill No. C/A 4.o  
Date: November 4, 2015  
Subject: Change Order Proposal #2:  
Ameresco Project

**FROM: Dr. Doug Merriman, City Administrator**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Authorize Mayor, or designee, to sign Energy Contract Change Order Proposal #2

**BACKGROUND / SUMMARY INFORMATION**

The City is currently in the process of updating its energy infrastructure under a contract with the Washington Department of Enterprise Services. The project will result in the updating of light fixtures, street lighting, and other infrastructure resulting in sufficient energy cost savings to pay for the project over approximately the next 8-9 years.

Prior to the start of the project, staff performed an inventory of street lighting fixtures based on an inspection of the exterior of the lighting fixtures. However, once the contractor opened one of the street lighting fixtures, it was determined that the initial inventory incorrectly concluded the fixture was 277v, while the actual power to the fixture is 480v necessitating the change to a larger AEL powerdoor assembly.

The cost breakdown of the change order proposal is attached hereon. The total cost of the change is the \$5,848.25 materials cost plus an additional \$1,271.41 in professional service installation, for a combined total of \$7,119.66.

The funding for this change order is included in the project budget contingency.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

Change Order Proposal #2 adds an additional \$7,119.66 to the project cost. The initial project budget carries a contingency line item of \$26,902 which will be utilized to cover this Change Order Proposal.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Change Order Proposal #2](#)

# DES Energy Program COP-FA Coversheet

Client Name	City of Oak Harbor
Project Number	2015-233 G
COP/FA Number	COP-2
Project Title	City of Oak Harbor Energy Efficiency
Date	10/8/2015

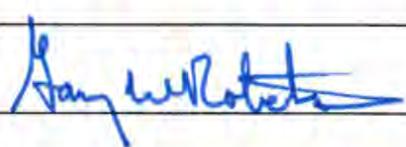
Construction		
Northwest Edison - Material to replace AEL Powerdoor assembly for 480v power	\$	5,416.00
Sales Tax on Street Lighting Material @ 9.5%	\$	432.25
Subtotal	\$	5,848.25
Bond	0.00% \$	-
Construction Subtotal	\$	5,848.25

Professional Services	Percent		
Design		\$	-
CM	5.0%	\$	292.41
OH&P	15.0%	\$	877.24
Subtotal		\$	1,169.65
Sales Tax	8.70%	\$	101.76
PS Subtotal		\$	1,271.41

Total Cost of Change

**\$ 7,119.66**

Use contingency funds	<input type="checkbox"/>	Use additional owner funds	<input checked="" type="checkbox"/>
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Acknowledgement of Total Cost of Change		Date
Client		
ESCO		10-8-15
Energy Project Manager		

**ENERGY CONTRACT CHANGE ORDER  
PROPOSAL (COP)**

City of Oak Harbor

CLIENT

CONTRACT

NO. 2015-233 G

City of Oak Harbor Energy Efficiency  
PROJECT TITLE

COP No. COP-2

PROPOSAL REQUEST

TO: Ameresco (ESCO) PROPOSAL REQUEST DATE: 10/8/2015

You are directed to prepare a cost proposal for the work described below and/or detailed on the attachments referred to:

Replace LED drivers originally spec'd for 277v power with those suitable for the 480v power that is present at the installation.

In the audit, the power supply at the street lighting poles was incorrectly identified as 277v. Upon installation it was determined that the power was actually 480v which necessitates the replacement.

Note that the contractor is required to pay WSST at the point of purchase on all street lighting material.

REASON FOR CHANGE  DESIGN ERRORS  DESIGN OMISSIONS  AGENCY  LATENT CONDITIONS  CODE REQUIREMENTS  VALUE ENGINEERING

EXPLANATION: Replacement of the drivers is necessary to achieve compatibility with supply voltage.

DATE PROPOSAL REQUIRED: 10/8/2015 CHANGE ORIGINATED BY: Gary Robertson

(14 days from Request Date, unless other date agreed to)

PROPOSAL REQUESTED BY: \_\_\_\_\_

CONTRACTOR PROPOSAL

TO: Ameresco (ESCO) TO: Butch Boles PM (E&AS)

WE AGREE TO PERFORM ALL CHANGE IN THE WORK DESCRIBED IN THE PROPOSAL REQUEST FOR:

**CONTRACT SUM:**

NO CHANGE

INCREASE

DECREASE

} OF

Five Thousand Eight Hundred Forty Eight Dollars and  
Twenty Five Cents

**\$ 5,848.25**

(INCLUDING WASHINGTON STATE SALES TAX ON STREET LIGHTING MATERIAL)

In accordance with the General Conditions, Cost Estimate Detail Sheet(s) are attached hereto.

**CONTRACT TIME:**

NO CHANGE

INCREASE

DECREASE

} OF \_\_\_\_\_

CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of this COP into a Change Order by the Department of Enterprise Services.

Ameresco

ESCO

BY

SIGNATURE

DATE

10-8-15

RECOMMENDATION

TO: The Department of Enterprise Services' Authorizing Signator

**We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.**

ESCO

DATE

E&AS COST VERIFICATION

DATE

CLIENT

DATE

E&AS PROJECT MANAGER

DATE

City of Oak Harbor  
City Council Agenda Bill

Bill No. 5.a.i  
Date: November 4, 2015  
Subject: Clean Water Facility Project  
Update by City Staff

**FROM: Joe Stowell, City Engineer**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

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

**RECOMMENDED ACTION**

None.

**BACKGROUND / SUMMARY INFORMATION**

Regular Meeting Update on the Clean Water Facility Project.

**LEGAL AUTHORITY**

Requested by City Council.

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Clean Water Facility Project Update](#)

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



**CITY COUNCIL PROJECT UPDATE – November 4, 2015**

*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)**

- Barge removal has been completed.
- Site Plan Application notice of decision has been issued, appeal period has ended.
- Shoreline notice of decision has been issued.
- A Guaranteed Maximum Price Amendment No. 4 (GMP#4) with Hoffman regarding this phase of the project was approved at the October 20<sup>th</sup> City Council Meeting.
- A Guaranteed Maximum Price Amendment No. 5 (GMP #5) for procurement of a dryer was approved at the October 20<sup>th</sup> City Council Meeting.
- In conjunction with the GMP #4, contract amendments for services during construction with Carollo, KBA, and ERCI were approved at the October 20<sup>th</sup> City Council Meeting. Contract amendments included planning efforts to assist in determining how the new Clean Water Facility will integrate into Windjammer Park.
- Resolution 15-33 selecting a biosolids dryer was approved at the October 20<sup>th</sup> City Council Meeting.

**ANTICIPATED/UPCOMING ACTIVITIES AND MILESTONES (NEXT SIX WEEKS)**

- November 17<sup>th</sup> - Groundbreaking ceremony scheduled for 3pm at Clean Water Facility
- Activities on the Windjammer Park Integration Plan will initiate in early November. Staff is planning a detailed conversation with City Council at the December 16<sup>th</sup> workshop.
- Early November - Construction on Site Preparation B (Sheet Piles, Deep Excavation, and Utility Relocates) will begin.
- Mid November - Site Preparation Package C (Micro-piles) will be advertised for bid.
- December 15<sup>th</sup> - Further information on the community room will be presented at the City Council Meeting.
- 90% Design is expected to begin this month with an anticipated completion in March.

**DESIGN STATUS**

Item	Description	Progress %
Facility Design	Carollo Engineers have submitted 60% design drawings and are proceeding with the 90% documents.	60%
Site Preparation Package B	The design for the deep excavation package is complete, the bidding process is complete, and GMP #4 was approved by Council on October 20th	completed
Site Preparation Package C	The design for the micropiles is 90% complete and a bid package is anticipated in mid-November.	90% complete

**PERMIT ACQUISITIONS STATUS**

Pending Permits	Description
<ul style="list-style-type: none"> <li>• Site Plan Permit</li> <li>• Shoreline Master Plan Permit</li> <li>• Boundary Line Adjustment</li> </ul>	<ul style="list-style-type: none"> <li>• Notice of Decision has been issued.</li> <li>• Notice of Decision has been issued.</li> <li>• Application has been submitted.</li> </ul>

### CONSTRUCTION STATUS

Item	Description	Estimated Completion
Outfall Construction	The outfall pipe has been installed and the backfilling activities are underway. The work is nearing completion. The barge has been removed. Final cleanup activities are underway.	November 2015 (substantially complete)
Site Preparation A	Excavation activities started promptly after award on 6/16/15 and are substantially complete. Data gathered from Site Prep A was presented to the EPA, DAHP, DOE and Tribes to allow for the use of stone columns.	August 2015 (substantially complete)
Site Preparation B	Construction is slated to begin in early November	May 2016
Groundbreaking on CWF	A groundbreaking ceremony is scheduled for 3:00 on November 17 at the construction site	November 17, 2015

### 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 30th. A Resolution and GMP #5 regarding a biosolids dryer were approved at the October 20th City Council Meeting.

Community Room	TBD	Cost estimates and funding for the community room were presented with the 60% cost estimate on September 30 <sup>th</sup> and . The community room was discussed at the October 20 <sup>th</sup> City Council meeting. Council directed staff to explore a larger facility and report back on December 15 <sup>th</sup> .
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<b>Funding: Pending</b>	<b>Description</b>
2016 CWSRF – WWTP Construction	The City has submitted 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.
Department of Commerce Grant	Finalizing agreement for \$2,500,000 grant from the Governors Capital Improvement Program.
Bond Anticipation Note	Staff is working with US Bank to provide interim financing to bridge the gap between CWSRF reimbursements and the issuance of revenue bonds.
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 <sup>th</sup> 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 <sup>th</sup> . 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.
<b>Funding: In hand</b>	<b>Description</b>
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.
Reserves	The sewer fund has been accumulating reserves that have been earmarked for this project.

#### COMMUNICATIONS AND OUTREACH STATUS

<b>Upcoming activities or In-Progress activities</b>	<b>Description</b>
Project communications plan	With initiation of the Site Prep B portion of the project, the project team will be upgrading the Good Neighbor Plan.
Windjammer Park Integration Plan	An amendment to Carollo Engineer's contract on October 20 <sup>th</sup> includes development of the Windjammer Park Integration Plan. Staff is initiating activities in early November and will present a work plan to Council in mid-December.

Ground breaking Ceremony	A groundbreaking ceremony is scheduled for November 17 <sup>th</sup> at 3:00pm at the project site.
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**PROJECT SCHEDULE**



**PROJECT CONTACT INFORMATION**

**Web**

[www.oakharborcleanwater.org](http://www.oakharborcleanwater.org)

**Email**

[treatmentplant@oakharbor.org](mailto: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](mailto:jstowell@oakharbor.org)

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

City of Oak Harbor  
City Council Agenda Bill

Bill No. 5.a.ii  
Date: November 4, 2015  
Subject: 2016 Whidbey Island Marathon  
Update presented by the Oak  
Harbor Elks Lodge No. 2362

**FROM: Elks Lodge No. 2362, 2016 Whidbey Island Marathon Race Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

None.

**BACKGROUND / SUMMARY INFORMATION**

Regular Monthly Update regarding the 2016 Whidbey Island Marathon.

**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: November 4, 2015  
Subject: Ordinance No. 1749: Bond  
Anticipation Note (BAN)

**FROM: Dr. Doug Merriman, City Administrator**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

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

**RECOMMENDED ACTION**

Adopt Ordinance No. 1749

**BACKGROUND / SUMMARY INFORMATION**

Ordinance No. 1749 establishes the terms and conditions for short-term financing of expenditures related to the Clean Water Facility Construction Project. The City has negotiated with U.S. Bank interim financing which allows the City to time cash flow requirements with the scheduling of other funding sources. For example, the City has been offered CWSRF loans (SRF) through the Department of Ecology (DOE). While these loans provide funding for the project, SRF funding is provided on a reimbursement basis - we need to spend the money BEFORE the loan is provided. Accordingly, the City requires interim financing to assist in bridging the period of time between the initial expenditure of funds and the subsequent reimbursement by DOE.

The terms of the funding is as follows:

Amount available: \$10,000,000.00

Maturity date: June 1, 2016, unless extended by written agreement

Interest rate: .67%

It is the intent to payoff any remaining balance of this interim financing with proceeds of the 1st Revenue Bond Sale proceeds to occur late winter/early spring of 2016.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

The fiscal impact of the interim financing is significant. Without the interim financing the City would be required to issue approximately \$40,000,000, at approximately 4%, in Revenue Bonds today in order to

have adequate cash reserves on hand to meet project expenditures. This early issuance would result in an interest cost of \$933,333.33 between today and June 1, 2016. Unfortunately with a Revenue Bond issue, the City would have to issue the entire \$40,000,000 - resulting in our having excess funds on hand at a higher effective interest rate.

The interim financing for the same period, based on \$10,000,000 at .67%, results in an interest cost of \$39,083.33. With the proposed interim financing, the City has the ability to borrow a smaller amount of principal which close matches the cash flow timing requirement.

The positive fiscal impact is represented by the difference in the two scenarios:

- 1) \$40,000,000: Interest cost of \$933,333.33
- 2) \$10,000,000: Interest cost of \$30,083.33

Total interest savings by utilizing interim financing: \$903,250

#### **PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

#### **ATTACHMENTS**

1. [Ordinance No. 1749 Bond Anticipation Note \(BAN\)](#)

CITY OF OAK HARBOR, WASHINGTON

ORDINANCE NO. 1749

AN ORDINANCE of the City of Oak Harbor, Washington, relating to the Waterworks Utility of the City; specifying, adopting and ordering the carrying out of a system or plan of additions to and betterments and extensions of the combined water and sewer utilities of the City; providing for the issuance, sale and delivery of a bond anticipation note in an aggregate principal amount not to exceed \$10,000,000 to provide interim financing with which to pay or reimburse a portion of the costs of carrying out the Project and to pay the costs of issuance of the note; fixing or setting parameters with respect to certain terms and covenants of the note; appointing the City's designated representative to approve the sale of the note; creating a note debt service fund; and providing for other related matters.

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

Section 1. Findings and Determinations. The City Council makes the findings and determinations set forth below. Capitalized terms have the meanings given in Section 2.

(a) *Waterworks Utility.* Pursuant to RCW 35A.80.010 and chapter 35.67 RCW, the City now owns, operates and maintains the Waterworks Utility, currently consisting of its existing water utility and sewer utility, as they now exist, and including any and all additions, extensions and betterments thereto.

(b) *Plan of Additions.* It is advisable for the City to acquire, construct and develop the improvements to the Waterworks Utility further described in Section 2 of this ordinance. The City specifies, adopts and orders the carrying out of that portion of the Plan of Additions defined herein as the Project. The City does not have available sufficient funds from current resources, grants and state loans to pay the costs and is in need of funds with which to finance the remaining costs of the Project. The Project shall be carried out in accordance with the plans and specifications therefor prepared by the City's engineers and consulting engineers. The City Council may modify the details of the Project where, in its judgment, it appears advisable if such modifications do not substantially alter the purpose of the Project.

(c) *Financing Plan.* In determining the costs of the Plan of Additions pursuant to RCW 35.41.090, the City Council estimated that the total costs of the Plan of Additions will be at least \$98,600,000. The cost of the Project, including the cost of issuance and sale of the Bonds, shall be paid from the proceeds of the Bonds and from other money available to the Waterworks Utility, including current resources, grants and loans. The average expected useful life of the Project exceeds the maximum maturity of the Bonds authorized herein. The City

Council further finds that it is advisable for the City to provide the funds for defraying a portion of the costs of the Plan of Additions from the proceeds of the sale of a short-term revenue bond anticipation note or notes pending the issuance of the Bonds. The various improvements comprising the Plan of Additions represent additions to or betterment of the Waterworks Utility.

(d) *Issuance and Sale of the Note.* For the purposes described in Section 4, the City Council finds that it is in the best interests of the City and its ratepayers to issue and sell the Note, pending issuance of the Bonds, for the purpose of providing the funds with which to pay part of the costs of carrying out the Project, pursuant to the terms set forth in the Purchase Offer as approved by the Designated Representative consistent with this ordinance.

Section 2. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) “2004 Bonds” means the Water and Sewer Revenue Bonds, 2004, of the City currently outstanding in the principal amount of \$1,530,000, issued pursuant to Ordinance No. 1397, passed by the City Council on November 16, 2004.

(b) “*Authorized Denomination*” means \$250,000 or any integral multiples of \$0.01.

(c) “*Bank*” means U.S. Bank National Association and its successors and permitted assigns.

(d) “*Bond*” means each bond of a series authorized as provided in this ordinance.

(e) “*Bond Counsel*” means a firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(f) “*City*” means the City of Oak Harbor, Washington, a code city duly organized and existing under the laws of the State.

(g) “*City Administrator*” means the City Administrator or such other officer of the City who succeeds to substantially all of the responsibilities of that office.

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

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

(j) “*Construction Fund*” means such fund, subfund or account within the Waterworks Utility System Fund as is designated by the Finance Department for paying or reimbursing the costs of carrying out the Project and paying the costs of issuance of the Note.

(k) “*Continuing Covenant Agreement*” means the Continuing Covenant Agreement between the City and the Bank to be entered into with respect to the Note.

(l) “*Default Rate*” means the Bank’s Prime Rate plus 3%.

(m) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(n) “*Finance Department*” means the Finance Department of the City.

(o) “*Financial Advisor*” means Public Financial Management, Inc., or any other Financial Advisor then appointed and acting as financial advisor to the City.

(p) “*Future Parity Bonds*” means any and all revenue bonds or other obligations of the Waterworks Utility issued or incurred after the Issue Date of the Note, the payment of the principal of and interest on which constitutes a lien and charge against the Net Revenue and ULID Assessments equal in rank with the lien and charge securing the payment of the principal of and interest on the 2004 Bonds and the Bonds and prior and superior to any other lien and charge whatsoever.

(q) “*Gross Revenue of the Waterworks Utility*” or “*Gross Revenue*” means all of the earnings and revenues received by the City from the maintenance and operation of the Waterworks Utility and all earnings from the investment of money on deposit in the Water and Sewer Revenue Bond Fund, 1990, except ULID Assessments, government grants, City taxes, principal proceeds of bonds and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund Waterworks Utility obligations (until commingled with other earnings and revenues of the Waterworks Utility) or held in a special account for the purpose of paying a rebate to the United States Government under the Code.

(r) “*Interest Rate*” means a rate of 0.64% for a bank-qualified tax-exempt Note or such other rate approved by the Designated Representative before the Note is issued.

(s) “*Issue Date*” means the date of issuance and delivery of the Note to the Bank in exchange for the purchase price of the Note.

(t) “*Maintenance and Operation Expense*” means all reasonable expenses incurred by the City in causing the Waterworks Utility of the City to be operated and maintained in good repair, working order and condition, but shall not include any depreciation or taxes levied or imposed by the City or payments to the City in lieu of taxes, but shall include payments made to any other municipal corporation for water or water service or for sewage treatment and disposal service (or for garbage and refuse collection and disposal, if a refuse collection and disposal system hereafter is combined with the Waterworks Utility) in the event the City enters into a contract for such services.

(u) “*Maturity Date*” means June 1, 2016, unless extended by written agreement of the City and the Bank.

(v) “*Net Revenue*” means the Gross Revenue, less Maintenance and Operation Expense.

(w) “*Note*” means the City of Oak Harbor, Washington, Waterworks Utility Revenue Bond Anticipation Note, 2015, issued pursuant to this ordinance.

(x) “*Note Fund*” means that special fund of the City created by this ordinance to be used solely to secure and pay the principal of and interest on the Note.

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

(z) “*Note Registrar*” means the City Administrator, or any successor note registrar selected by the City.

(aa) “*Parity Bonds*” means the 2004 Bonds, the Bonds authorized herein and any Future Parity Bonds.

(bb) “*Plan of Additions*” means the system or plan of additions and improvements to and betterments and extensions of the Waterworks Utility set forth in the Capital Improvements Plan of the City, as adopted and in effect from time to time (most recently, approved in the 2015-2020 Capital Improvements Plan, dated December 2, 2014).

(cc) “*Project*” means the portion of the Plan of Additions consisting of the design, construction and equipping of a new Wastewater Treatment Plant and all related capital costs allocable thereto.

(dd) “*Purchase Offer*” means the Bank’s offer to purchase the Note, setting forth terms and conditions of the issuance, sale and delivery of the Note, which offer is hereby accepted by the City consistent with this ordinance.

(ee) “*Registered Owner*” means the person in whose name the Note is registered on the Note Register.

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

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

(hh) “*ULID*” means any utility local improvement district now existing or hereafter created for the acquisition or construction of additions, extensions or betterments of any portion of the Waterworks Utility, which additions, extensions or betterments are financed through the issuance of Parity Bonds. As used in this ordinance, the term ULID does not include any utility local improvement district created for the financing of additions, extensions or betterments either by methods other than the issuance of Parity Bonds or as part of a separate utility system.

(ii) “*ULID Assessments*” means the assessments levied in any ULID, including installment payments of any assessment as well as the interest and penalties (if any) thereon, less any prepaid assessments permitted by law to be paid into a construction fund or account.

(jj) “*Waterworks Utility*” of the City means the Water System of the City and the Sewer System of the City combined pursuant to Ordinance No. 853 and all additions thereto and betterments and extensions thereof at any time made and shall include any storm and surface

water systems or garbage and refuse collection and disposal system hereafter combined with the Waterworks Utility.

(kk) “*Waterworks Utility System Fund*” means, collectively, those special funds of the City designated as the Water and Water Reserve Fund and the Sewer and Sewer Reserve Fund, consisting of such subfunds or accounts as the Finance Department may deem appropriate, to discretely account for the costs, expenses and revenues of each component utility.

Section 3. Authorization and Description of Bonds. For the purpose of paying the costs of the Project, including retirement of the Note, the City shall issue the Bonds in a maximum amount not to exceed \$100,000,000. The Bonds shall be payable from ULID Assessments and Net Revenue and other sources, if any, identified and pledged by the City by further ordinance, and shall constitute a charge and lien upon such ULID Assessments and Net Revenue prior and superior to any other lien and charge whatsoever, except such liens and charges as may be created in favor of Future Parity Bonds. The Bonds shall be issued in one or more series at such times as the City shall deem advisable; shall be in such denomination and form, shall be dated, shall bear such interest rate or rates, shall be payable at such time or times, shall have such option of payment prior to maturity, shall guarantee such coverage and collection of rates, shall provide for such additional funds and accounts and shall contain and be subject to such provisions and covenants as hereafter shall be provided by ordinance.

Section 4. Authorization of Note. The City is authorized to borrow money and issue the Note in a maximum principal amount not to exceed \$10,000,000 to provide interim financing to pay or reimburse a portion of the costs of the Project pending the issuance of the Bonds and to pay the costs of issuance of the Note. The City Administrator is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Note to the Bank in the manner and upon the terms deemed most advantageous to the City, and to approve the sale of the Note, within the parameters as set forth below:

(a) *Principal Amount.* The Note shall not exceed the aggregate principal amount of \$10,000,000.

(b) *Date.* The Note shall be dated as of its date of delivery to the Bank, which date may not be later than December 31, 2015.

(c) *Price.* The purchase price for the Note may be in an amount as is acceptable to the Designated Representative.

Section 5. Interest Rate; Costs and Fees. Interest shall accrue at the Interest Rate from and after the Issue Date until the Maturity Date or earlier prepayment of the Note. Interest shall be computed on the principal amount of the Note outstanding on the basis of a 360-day year of twelve 30-day months. The Interest Rate will increase by 0.25% if the rating applicable to the City’s then outstanding rated Parity Bonds is downgraded below A3/A- or withdrawn or suspended. Upon the occurrence and continuance of an “event of default” as described in this ordinance, the Interest Rate on the Note shall be increased to the Default Rate. The City shall be responsible for all costs of issuance of the Note, including the fees of the Financial Advisor, Bond Counsel and Bank’s counsel. Bank’s counsel’s fees shall be capped at \$5,000.

Section 6. Payment of Note. Principal of and interest on the Note shall be payable from the sources pledged herein on the Maturity Date (or upon an earlier prepayment date) in lawful money of the United States of America. The Note shall be an obligation only of the Note Fund and shall be payable and secured as provided herein. The Note shall not be deemed to constitute a general obligation or a pledge of the faith and credit or taxing power of the City or the State of Washington.

Section 7. Note Registrar; Registration and Transfer of Note.

(a) *Note Registrar; Duties.* The City Administrator is appointed to act as Note Registrar. The Note Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the City at all times. The Note Registrar is authorized, on behalf of the City, to authenticate and deliver the Note if it is transferred or exchanged in accordance with the provisions of the Note and this ordinance, to serve as the City's paying agent for the Note and to carry out all of the Note Registrar's powers and duties under this ordinance and the System of Registration. The Note Registrar shall be responsible for its representations contained in the Note Registrar's Certificate of Authentication on the Note.

(b) *Registration of Note.* The Note shall be issued to the Bank only in registered form as to both principal and interest and shall be recorded in the Note Register, which shall contain the name and mailing address of the Registered Owner and the principal amount and number of the Note. The Note shall state on its face that the principal and interest shall be paid only to the Registered Owner thereof registered as such on the Note Register as of the 15<sup>th</sup> day prior to a prepayment date or the Maturity Date and to no other person or entity, and that the Note may not be assigned except on the books of the Note Registrar. The Note may be assigned or transferred only in whole by the Registered Owner to a single investor that is a financial institution or a person who is reasonably believed to be a qualified institutional buyer or accredited investor within the meaning of the applicable federal securities laws, upon execution of the Bank's standard form of lender's letter. Any transfer shall be without cost to the owner or transferee, except for governmental charges imposed on any such transfer or exchange. The Note Registrar shall not be obligated to exchange or transfer the Note during the 15 days preceding any prepayment date or the Maturity Date. When the Note has been paid in full, both principal and interest, the Note shall be surrendered to the Note Registrar, who shall cancel the Note.

Section 8. Form and Execution of Note.

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

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

(b) *Authentication; Replacement.* Only a Note bearing a Certificate of Authentication in substantially the following form, manually signed by the Note Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate of Authentication. This Note is the fully registered City of Oak Harbor, Washington, Waterworks Utility Revenue Bond Anticipation Note, 2015 [Series designation, if any].” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance. In the event the Note is lost, destroyed, or mutilated, the City will cause to be issued a new Note, substantially similar to the original, to replace the same, in such manner and upon such reasonable terms and conditions as the Note Registrar may from time to time determine.

Section 9. Deposit and Use of Note Proceeds. The Construction Fund has been previously created for the purpose of paying the costs of the Project. Proceeds received from the sale and delivery of the Note shall be deposited into the Construction Fund and used to pay the costs of the Project and costs of issuance of the Note. Until needed to pay such costs, the City may invest those proceeds temporarily in any legal investment and the investment earnings shall be retained in the Construction Fund and used for the purposes of that fund, except that earnings subject to a federal tax or rebate requirement (if applicable) may be withdrawn from the Construction Fund and used for those tax or rebate purposes.

Section 10. Prepayment Provisions. The City may prepay and redeem the Note in whole or in part on any business day that the Bank is open, at the price of the principal amount to be prepaid, plus accrued interest, if any, to the date of prepayment. Any prepayment shall be applied first to interest and then to principal. There shall be no fee or penalty for prepayment prior to the Maturity Date. Interest on the Note or the principal portion thereof so prepaid shall cease to accrue on the date of such prepayment.

Section 11. Failure To Pay Note. If the Note is not redeemed when properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Note at the Default Rate from and after its maturity or date of fixed for redemption until that Note, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Note Fund and the Note has been called for payment by giving notice of that call to the Registered Owner thereof.

Section 12. Note Fund. The Note Fund is created as a special fund of the City for the sole purpose of paying principal of and interest on the Note. All amounts allocated to the payment of the principal of and interest on the Note shall be deposited in the Note Fund as necessary for the timely payment of amounts due with respect to the Note. The principal of and interest on the Note shall be paid out of the Note Fund. The City hereby covenants and agrees to deposit into the Note Fund on or before the Maturity Date, proceeds of the sale of the Bonds, a refunding note, grants, or unencumbered funds remaining in the Construction Fund after completion of the Project, and to the extent necessary, revenue of the Waterworks Utility (on a subordinate basis to the City’s outstanding Parity Bonds) in an amount sufficient to pay the

principal of and interest on the Note as the same becomes due. Until needed for that purpose, the City may invest money in the Note Fund temporarily in any legal investment, and the investment earnings shall be retained in the Note Fund and used for the purposes of that fund

Section 13. Pledge of Net Revenue and Lien Position. The City shall pay principal of and interest on the Note only from money available in the Note Fund. The Net Revenue is pledged for the payment of the Note on a basis subordinate to the Parity Bonds. This pledge shall constitute a lien and charge upon the Net Revenue junior and inferior to the lien and charge granted with respect to any Parity Bonds. The Note shall be an obligation only of the Note Fund of the City.

Section 14. Redemption of 2004 Bonds. The Designated Representative is authorized and directed to take all such actions as may be necessary or convenient to call, pay and redeem all of the outstanding 2004 Bonds at a price of par plus accrued interest to a call date established by the Designated Representative, and any such action taken by the Designated Representative is ratified.

Section 15. Covenants With Respect to Tax Exemption.

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

(b) *Post-Issuance Tax Compliance.* The City Administrator is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Note from being included in gross income for federal tax purposes.

(c) *Designation of the Note as a "Qualified Tax-Exempt Obligation."* The City designates the Note as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code, and makes the following findings and determinations:

(i) the Note is not a "private activity bond" within the meaning of Section 141 of the Code;

(ii) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) which the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Note is issued will not exceed \$10,000,000; and

(iii) the amount of tax-exempt obligations, including the Note, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Note is issued does not exceed \$10,000,000.

(d) *Reimbursement of Original Expenditures.* To the extent that the City has made expenditures for any construction of the Project during the 60-day period prior to the passage of this ordinance (“original expenditures”), the City declares its intention to reimburse those original expenditures from sale proceeds of the Note up to a maximum amount of \$10,000,000. Expenditures made by the City for the Project that consist of preliminary expenditures for engineering, surveying, soil testing and similar costs incurred prior to commencement of construction of the Project may be reimbursed from proceeds of the Note whenever such expenditures were incurred up to an amount not exceeding 20 percent of the proceeds of the total amount of the Note issued to finance the Project.

#### Section 16. Defaults and Remedies; Costs.

(a) *Events of Default.* The following shall constitute “events of default” with respect to the Note for purposes of determining whether the Note will bear interest at the Default Rate: (1) a failure to make payment of the principal of or interest on the Note when the same shall become due and payable; (2) a failure to observe or perform any other covenant, condition or agreement set forth in this ordinance, if such failure shall have continued for a period of 30 days without cure; (3) the filing by the City of a petition in bankruptcy under any state or federal bankruptcy or insolvency law; and (4) the rating on the 2004 Bonds while outstanding is downgraded below BBB- or its equivalent.

(b) *No Acceleration.* The remedy of acceleration is expressly denied to the Registered Owner of the Note under any circumstances including, without limitation, upon the occurrence and continuance of an event of default.

(c) *Costs.* If the Bank incurs any expenses in connection with the enforcement of the payment of the Note or the other provisions of the financing documents, the City shall pay the Bank’s reasonable costs and expenses, including reasonable attorney’s fees.

(d) *No Jury Trial.* The City waives any right to a jury trial in any matter adjudicating the rights of the City and the Bank in respect of the Note.

#### Section 17. Additional Covenants.

(a) The City will provide audited financial statements to be delivered no later than 365 days after the end of the fiscal year. If the City’s audited financial statements are not available, the City will provide the Bank the unaudited financial statements, with the audited statement to be provided when available. The Bank shall have the right to confer with the City regarding any questions relating to such financial statements.

(b) This ordinance shall not be modified or amended in any respect subsequent to the initial issuance of the Note, except upon the written consent of the Bank (or Registered Owner, if other than the Bank).

(c) The City shall provide the Bank with prompt notice of any event, litigation or similar proceeding that the City Administrator finds is likely to have a material adverse effect on the financial condition of the Waterworks Utility or Gross Revenue.

(d) The City shall provide a copy of its proposed and adopted budget to the Bank within 45 days after proposal or adoption thereof.

(e) For so long as the Note remains outstanding, the City shall not issue additional debt payable from Net Revenue on a parity of lien with the 2004 Bonds other than the Bonds authorized herein, a portion of the proceeds of which are to be used to repay the Note, without the express written consent of the Bank. Nothing contained herein shall prevent the City from issuing debt payable from Net Revenue subordinate to the lien on such Net Revenue for the payment of the Note.

Section 18. Approval of Continuing Covenant Agreement. The City Council authorizes the Designated Representative to execute a Continuing Covenant Agreement with the Bank with such additional covenants, terms and conditions as the Designated Representative deems advisable, consistent with the parameters set forth in Section 4.

Section 19. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Note to the Bank thereof and for the proper application, use and investment of the proceeds of the Note. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 20. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 21. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Oak Harbor, Washington, at an open public meeting thereof, this 4th day of November, 2015.

\_\_\_\_\_  
Scott, Dudley, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Bond Counsel

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_  
ORDINANCE NO.: \_\_\_\_\_

**CERTIFICATION**

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

1. The attached copy of Ordinance No. \_\_\_\_ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on November 4, 2015, as that ordinance appears on the minute book of the City.
2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date is \_\_\_\_\_, 2015.
3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: \_\_\_\_\_, 2015.

CITY OF OAK HARBOR, WASHINGTON

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Anna Thompson, City Clerk

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

Bill No. 7.b  
Date: November 4, 2015  
Subject: Ordinance No. 1750: Credit  
Card Limits

**FROM: Dr. Doug Merriman, City Administrator**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Adopt Ordinance No. 1750

**BACKGROUND / SUMMARY INFORMATION**

Previous City Council action established credit limits for City purchasing cards at \$10,000 for the Finance Director, \$5,000 for the City Purchasing Manager, and \$2,000 for all other City departments. Experience over the last few years has shown that two departments, Public Works and the Police Department, consistently require a higher credit limit due to the higher number of staff assigned to these two departments. The existing \$2,000 credit limit for these two departments is insufficient when, for example, several staff members travel for training purposes at the same time a higher amount of supplies and other goods are purchased. After reviewing the average credit usages of these two departments, Finance recommends that the credit limits for both the Public Works and Police Department Administrative assistants be increased to \$4,000.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

There is no fiscal impact to this action.

All security and internal control processes still apply.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Ordinance No. 1750 Credit Card Limits](#)

**ORDINANCE NO. 1750**

**AN ORDINANCE TO SET THE MAXIMUM CREDIT LIMIT ON CITY CREDIT CARDS AT \$4,000 THE POLICE DEPARTMENT ADMINISTRATIVE ASSISTANT AND THE PUBLIC WORKS ADMINISTRATIVE ASSISTANT.**

**WHEREAS**, proper public notice has been given, and

**WHEREAS**, the City Council previously set appropriate credit limits for credit card usage among City departments in the amount of \$2,000, and

**WHEREAS**, the City Council set credit limits of \$10,000 for the Finance Director and \$5,000.00 for the City Purchasing Manager.

**WHEREAS**, due to the higher number of personnel requiring training, supplies, and lodging costs in the Police and Public Works Departments, the City desires to set the appropriate credit limits for credit card usage for both departments at \$4,000.00, and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR do hereby ordain as follows:**

**Section One.**

**3.74.010 Director - Credit Cards.** Section 3.74.010 is amended to read as follows:

3.74.010 Director – Credit cards.

(1) The director of finance shall implement the following system for the distribution, authorization and control, credit limits and payment of bills related to the use of credit cards by city officials and employees:

(a) Distribution. Credit cards may be distributed to those city officials and employees who, in the opinion of the director or his designee, have job responsibilities which would benefit or otherwise be facilitated by the use of a credit card.

(b) Authorization and Control. The director of finance shall develop and implement guidelines and accounting controls to ensure the proper usage of credit cards and credit card funds.

(c) Credit Limits. The director of finance shall set credit limits on each credit card issued; provided, that in no event shall such credit limit exceed \$2,000 for any individual credit card with the exception of a \$4,000 credit limit for the administrative assistant for the Police Department, a \$4,000 credit limit for the administrative assistant for Public Works, a \$5,000 credit limit for the card of the purchasing manager, and a \$10,000 credit limit for the finance director.

(d) Payment of Bills. The director of finance shall establish and implement a written procedure for the payment of all credit card bills.

(2) The director of finance is authorized to adopt any additional procedures or policies necessary to implement the provisions of this section. (Ord. 1335 § 2, 2003).

**Section Five: Effective Date.** This ordinance shall be in full force and effect five days after its passage and publication as provided by law.

PASSED and approved by the City Council this 4<sup>th</sup> day of November, 2015.

THE CITY OF OAK HARBOR

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SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

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Anna Thompson, City Clerk  
Attorney

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Nikki Esparza, City

Introduction:  
Adopted:  
Published: