



**Council Chambers, 865 SE Barrington Drive
SPECIAL MEETING
CITY COUNCIL AGENDA**

February 20, 2015

3:00 p.m.

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

 - 2. HONORS AND RECOGNITIONS**

 - 3. PRESENTATIONS**
 - a. Ancient Egyptian Arabic Order Nobles Mystic Shrine - Latroleum Lawrence

 - 4. APPROVAL OF AGENDA**

 - 5. CITIZEN COMMENT PERIOD**

 - 6. CONSENT AGENDA**
 - a. Minutes of the Regular Meeting held on February 3, 2015 and Special City Council and Planning Commission Meeting on February 11, 2015
 - b. Approval of Accounts Payable and Payroll Check Numbers
 - c. Professional Services Agreement with ERCI – NE 4th Avenue Water Main Replacement
 - d. Ordinance 1723: Repealing OHMC 5.40 entitled 'Circuses, Carnivals, Traveling Shows and Expeditions'
 - e. Ault Field Pump Station Contract Award
 - f. City-wide Auctioneer Agreement
 - g. Surplus and Sale of Dodge Charger
 - h. Interlocal Agreement - Auction Services with North Whidbey Fire
 - i. Interlocal Agreement - Auction Services with Island County
 - j. Interlocal Agreement - Auction Services with Oak Harbor School District

 - 7. STAFF, MAYOR AND COUNCIL COMMENTS**
 - a. City Administrator
 - b. Mayor
 - c. Councilmembers

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



**Council Chambers, 865 SE Barrington Drive
SPECIAL MEETING
CITY COUNCIL AGENDA**

February 20, 2015

3:00 p.m.

- 8. ORDINANCES AND RESOLUTIONS**
 - a. Ordinance 1722: Extension of the Impact Fee Reduction

- 9. PUBLIC HEARINGS/PUBLIC MEETINGS**

- 10. UNFINISHED BUSINESS**

- 11. NEW BUSINESS**

- 12. ADJOURNMENT**

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

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

Thank you for participating in your City Government!

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

Oak Harbor City Council
Regular Meeting Minutes
February 3, 2015

CALL TO ORDER

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

ROLL CALL

Present:

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

Staff Present:

Deputy City Administrator/Finance Director Dr. Merriman
City Attorney Nikki Esparza
Chief of Fire Ray Merrill
Public Works Director Cathy Rosen
Development Services Director Steve Powers
City Engineer Joe Stowell
Deputy Chief of Police/Captain Teri Gardner
Senior Services Administrator Mike McIntyre
Executive Assistant to the Mayor Kellye Mazzoli
City Clerk Anna Thompson

Mayor Scott Dudley was absent.

PLEDGE OF ALLEGIANCE/INVOCATION

Councilmember Almberg led the invocation and Mayor Pro Tem Paggao led the pledge of allegiance.

HONORS AND RECOGNITIONS

PRESENTATION

CADA, Citizens Against Domestic and Sexual Abuse, presented by Cynde Robinson. Ms. Robinson provided a power point presentation regarding their services.

Christine Cribb, Executive Director of the Oak Harbor Chamber of Commerce presented the 2014 Annual Report.

Councilmembers Almberg, Severns, Munns, and Servatius thanked Ms. Cribb for her presentation and for the work managed by the Chamber of Commerce.

APPROVAL OF AGENDA

Motion: Councilmember Servatius moved to add item 11.b a discussion regarding our next Council Meeting in conjunction with City Action Days. Motion seconded by Councilmember Hizon, unanimously approved.

Motion: Councilmember Servatius moved to approve the Agenda as amended, Motion seconded by Councilmember Severns, and unanimously approved.

CITIZEN COMMENT PERIOD

Mayor Pro Tem Paggao opened the citizen comment period at 6:39 p.m., no comments, closed at 6:39 p.m.

CONSENT AGENDA

- a. Minutes of the January 20, 2015 Regular Meeting and Workshop meeting on January 28, 2015
- b. Approval of Accounts Payable and Payroll Check Numbers
- c. Letter of Engagement with Attorneys of Sebris Busto James for Labor Relations and Negotiation Services
- d. Reclassify Position from Associate Planner-Engineering to Civil Engineer II
- e. Resolution 15-02: Authorizing Posting of Signs in City Parks Restricting Smoking in Certain Areas
- f. Ordinance 1717: Infraction and Civil Penalties Code Amendment
- g. Ordinance 1719: Amending Park Code Chapter 6.12
- h. Ordinance 1721: Code Amendment regarding the Youth Commission
- i. Waste Water Treatment Plant – Professional Services Agreement with ERCI – Amendment No. 3
- j. Waste Water Treatment Plant – Legal Counsel Perkins Coie LLC

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

MAYOR, STAFF AND COUNCIL COMMENTS

City Administrator

Dr. Merriman announced a combined Special Meeting between City Council and Planning Commission scheduled for February 11th from 4:00 – 5:00 p.m.

The March 25, 2015 Workshop will be extended to 6:00 p.m. to discuss the Waste Water Treatment Plant at 30 % design and other items.

Scheduling for the City Action Days and National League of Cities has been completed.

Dr. Merriman informed the Council that new employees will be introduced to the City Council at the next Workshop meeting.

Mayor Pro Tem

None.

Councilmembers

Councilmember Munns encouraged citizens to contact our State Representatives regarding current issues.

Councilmember Severns provided an update with the Economic Development Board.

Councilmember AlMBERG updated the Council with news from the Board of Island Transit.

Councilmember Campbell suggested displaying local art pieces in the City of Oak Harbor in order to promote tourism and requested that staff produce a feasibility study by the first meeting in March regarding this proposal.

ORDINANCES AND RESOLUTIONS

PUBLIC HEARINGS/PUBLIC MEETINGS

UNFINISHED BUSINESS

NEW BUSINESS

North Reservoir Project – Authorize the Mayor to sign the Final Contract Voucher Certificate

City Engineer Joe Stowell provided the staff report.

Mayor Pro Tem Paggao opened the item for public comment at 6:52, no comment, closed at 6:52.

Councilmember AlMBERG asked follow-up questions.

North Reservoir Project – Authorize the Mayor to sign the Final Contract Voucher Certificate

Motion: Councilmember Servatius moved to authorize the Mayor to sign the Final Contract Voucher Certificate for North Reservoir Project with Veterans Northwest Construction, seconded by Councilmember Campbell, unanimously approved.

11.b Discussion Regarding the Next Council Meeting in Conjunction with City Action Days

Discussion Regarding the Next Council Meeting in Conjunction with City Action Days

Councilmember Servatius congratulated Dr. Merriman on recently completing his doctoral degree.

A majority of the Council will be attending the City Action Days on February 18, 2015. Councilmember Servatius suggested moving the second meeting to February 13, 2015.

Dr. Merriman suggested rescheduling the Council meeting on February 17 to earlier in the afternoon.

Councilmember Severns suggested Friday, February 20th from 3:00 – 5:00 p.m.

Motion: Councilmember Servatius to moved to move our regularly scheduled Council meeting from February 17th to Friday, February 20th from 3:00 – 5:00 p.m., motion second by Councilmember Campbell, unanimously passed.

ADJOURNMENT

Councilmember Campbell moved to adjourn, seconded by Councilmember Severns, unanimously carried.

The meeting adjourned at 7:02 p.m.

Anna M. Thompson, City Clerk

Oak Harbor City Council & Planning Commission
Special Meeting Minutes
February 11, 2015

CALL TO ORDER

Mayor Scott Dudley called the meeting to order at 4:00 p.m.

ROLL CALL

City Council Present:

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

Staff Present:

Deputy City Administrator/Finance Director Dr. Merriman
City Attorney Nikki Esparza
Development Services Director Steve Powers
Cac Kamak, Senior Planner
Ray Lindenburg, Associate Planner
Executive Assistant to the Mayor Kellye Mazzoli
City Clerk Anna Thompson

Councilmember Beth Munns was absent.

Planning Commission Present:

Greg Wasinger, Vice Chair
Sandi Peterson
Jes Walker-Wyse

Planning Commissioners Cecil Pierce, Bruce Freeman, Ana Maria Schlecht, and Michael Piccone were absent.

AGENDA

Mayor Scott Dudley opened the meeting at 4:00 p.m.

- 1. Cancel the February 17, 2015 Regular Council Meeting and add a Special Council Meeting on Friday, February 20, 2015 from 3:00 p.m. to 5:00 p.m.**

Motion: Councilmember Servatius moved to cancel the February 17th regular scheduled Council Meeting. Motion seconded by Councilmember Almberg, majority of the Council approved.

Motion: Councilmember Servatius moved to add a Special Meeting on Friday, February 20th, 2015 from 3:00 p.m. to 5:00 p.m., seconded by Councilmember Severns, approved by a majority of the Council.

2. Oak Harbor's 20-Year Vision Statement

Development Director Steve Powers introduced the City's Vision Statement item. Senior Planner Cac Kamak facilitated the conversation of Oak Harbor's 20-year vision statement among the City Council and Planning Commissioners.

The body reviewed survey results of the City Council and Planning Commissioners regarding the vision statement.

Discussion of the Vision Statement among the Council and Commissioners. Steve Powers and Cac Kamak answered questions.

3. County-wide Planning Policies

Development Director Steve Powers briefly addressed the County-wide Planning Policies with power point presentation.

As a reminder, Mr. Powers highlighted key points to be discussed between the City and Island County:

- Joint Planning Areas (JPA)
- Urban Growth (annexations are expected)
- Land Capacity Analysis

ADJOURNMENT

Mayor Scott Dudley adjourned the meeting at 5:00 p.m.

Anna M. Thompson, City Clerk

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

Bill No. C/A 6.b
Date: February 20, 2015
Subject: Approval of Accounts Payable
and Payroll Check Numbers.

FROM: Doug Merriman, Deputy City Administrator/ Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

I move to approve:

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

BACKGROUND / SUMMARY INFORMATION

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

The following Voucher and Chekc Numbers are submitted for approval:

Accounts Payable Voucher NUmbers:

-Voucher Numbers 161230 through 161445 in the amount of \$510,440.15.

Payroll Check Numbers:

- Direct Deposit check numbers 33639 - 33769.

- EFT check numbers 685 - 687.

- Payroll check numbers 97804 - 97816.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
161230	1/29/2015	0000490 LABOR & INDUSTRIES, WASHINGTON STATE	123114		LABOR & INDUSTRIES	115.68	
Total :						115.68	
1 Vouchers for bank code :		bank				Bank total :	115.68
1 Vouchers in this report					Total vouchers :	115.68	

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161233	2/10/2015	0001609 ALL QUALITY STITCHES	474		JACKETS	293.49
					Total :	293.49
161234	2/10/2015	0005001 ARAMARK	938116000		DEC 2014/UNIFORM SERVICES	1,046.49
					Total :	1,046.49
161235	2/10/2015	0000077 BARGE, JA	EXP REIMB		EXP REIMB	542.36
					Total :	542.36
161236	2/10/2015	0006063 CELLEBRITE USA, INC	Q-38956-Y		SOFTWARE	3,098.99
					Total :	3,098.99
161237	2/10/2015	0000225 DAILY JOURNAL OF COMMERCE	3295559		BID CALL/AULT FIELD BOOST PUMP	478.80
					Total :	478.80
161238	2/10/2015	0005622 EC POWER SYSTEMS	418000		GENERATOR TESTING	436.43
					Total :	436.43
161239	2/10/2015	0006747 EQUINOX RESEARCH & CONSULTING	12-442-9		2014 PROF SVC/ARCHAEOLOGIST	7,347.34
					Total :	7,347.34
161240	2/10/2015	0000330 GARDNER, TERI	EXP REIMB		EXP REIMB	54.03
					Total :	54.03
161241	2/10/2015	0003656 GREAT FLOORS, LLC	620929 620931		FLOORING INSTALLATION FLOORING INSTALLATION	2,836.03 9,059.91
					Total :	11,895.94
161242	2/10/2015	0006452 HOAGLAND, JAMES	EXP REIMB		EXP REIMB	133.02
					Total :	133.02
161243	2/10/2015	0003095 HOME DEPOT CREDIT SERVICES	2093157 2701639 3613775 4042050		PLASTIC FIT/VALVE BOX LED LIGHTS MARINA TOOL 1/4X7SDSBT/TCON5116X2	29.62 234.66 26.08 24.84
					Total :	315.20

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
161244	2/10/2015	0006072 MASTER'S TOUCH, LLC	O141843		TMT STORAGE	339.14	
Total :						339.14	
161245	2/10/2015	0003694 RECYCLING, WASHINGTON STATE ASSOC C 300000472			SMALL ORGANIZATION	225.00	
Total :						225.00	
161246	2/10/2015	0000846 SOUND PUBLISHING	WCW606915		BIDS BOOSTER PUMP	406.20	
Total :						406.20	
161247	2/10/2015	0005899 WASHINGTON AUDIOLOGY SERVICES	45219		HEARING TESTS	120.00	
Total :						120.00	
15 Vouchers for bank code :					bank	Bank total :	26,732.43
15 Vouchers in this report						Total vouchers :	26,732.43

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161231	2/10/2015	0000066 AWC EMPLOYEES BENEFITS TRUST	013115		PREMIUM ADJUSTMENTS	27.68
					Total :	27.68
161232	2/10/2015	0000860 STANDARD INSURANCE COMPANY	013115		LONG TERM DISABILITY	4,519.31
					Total :	4,519.31
161248	2/11/2015	0004903 US BANK	4485591000119689		CREDIT CARD PURCHASES	10,200.71
					Total :	10,200.71
161249	2/11/2015	0006845 48 NORTH	33918		FEB 2015/ADVERTISING	430.00
					Total :	430.00
161250	2/11/2015	0007742 7-ELEVEN #2306	020415		BUSINESS LICENSE DUPLICATE PAYMI	50.00
					Total :	50.00
161251	2/11/2015	0007449 A-1 PERFORMANCE, INC	22128 22206 22231		JANITORIAL SERVICES JANITORIAL SERVICES JANITORIAL SUPPLIES	320.32 2,848.42 55.28
					Total :	3,224.02
161252	2/11/2015	0000023 AIRGAS NORPAC	9035087166		CALIBRATION KIT	842.74
					Total :	842.74
161253	2/11/2015	0000028 ALL ISLAND LOCK & KEY	23583 23585 49552 49561 49571		KEYS KEYS LOCK REPAIR SAFE COMBINATION CHANGE COMBINATION CHANGE	10.87 54.96 76.09 76.09 110.87
					Total :	328.88
161254	2/11/2015	0005903 ALLDATA	FW893154		SUBSCRIPTION RENEWAL	1,630.50
					Total :	1,630.50
161255	2/11/2015	0000035 AMERICAN SWING PRODUCTS	61653 61676		OD DUCTILE W/SHACKLE SHACKLE REPLACEMENT	681.60 -277.20
					Total :	404.40

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161256	2/11/2015	0000037 AMERICAN WATER WORKS	2276		MEMBERSHIP DUES	500.00
Total :						500.00
161257	2/11/2015	0000042 ANACORTES, CITY OF	900-9080-00		JAN 2015/WATER PURCHASED	118,345.00
			901-9080-01		JAN 2015/WATER PURCHASED	966.47
			901-9080-02		JAN 2015/WATER PURCHASED	8,805.56
Total :						128,117.03
161258	2/11/2015	0007077 ANDREWS, SARA	012815		PUBLIC DEFENSE	600.00
			012815A		PUBLIC DEFENSE	300.00
			020515		PUBLIC DEFENSE	600.00
Total :						1,500.00
161259	2/11/2015	0004019 ASSOCIATED PETROLEUM PRODUCTS	0693297-IN		FUEL	4,364.34
			0694253-IN		FUEL	1,804.32
			0700236-IN		FUEL	4,674.94
Total :						10,843.60
161260	2/11/2015	0000055 ASSOCIATION OF WASHINGTON	33309		REGISTRATION	600.00
			33351		REGISTRATION	300.00
			33732		REGISTRATION	-125.00
Total :						775.00
161261	2/11/2015	0007688 AUTOZONE	3385567830		BRAKE SHOE	27.28
Total :						27.28
161262	2/11/2015	0000065 AVOCET ENVIRONMENTAL TESTING	1500073-IN		TESTING	122.00
Total :						122.00
161263	2/11/2015	0004733 BARRON HEATING & AIR COND, INC	159010		UNIT REPAIR	273.06
Total :						273.06
161264	2/11/2015	0000083 BAZA, ALVIN	020415		WELLNESS INCENTIVE	20.00
Total :						20.00
161265	2/11/2015	0005649 BELLEVUE, CITY OF	29610		MEMBERSHIP	3,400.00
Total :						3,400.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161266	2/11/2015	0000103 BLADE CHEVROLET, INC	156049		GASKETS/SEALS	133.72
			156107		GASKETS/PAD KIT/ROTORS/SEALS	785.01
			156462		HANDLE	16.40
					Total :	935.13
161267	2/11/2015	0002551 BOS, BRYON	020415		WELLNESS INCENTIVE	20.00
					Total :	20.00
161268	2/11/2015	0003097 BOYER, TALLIE	020415		WELLNESS INCENTIVE	20.00
			TRAVEL REIMB		TRAVEL REIMB	61.00
					Total :	81.00
161269	2/11/2015	0003675 CAMPBELL, JAMES	TRAVEL ADVANCE		TRAVEL ADVANCE	127.50
					Total :	127.50
161270	2/11/2015	0000627 CAPITAL ONE COMMERCIAL	143466695211		SUPPLIES	315.28
					Total :	315.28
161271	2/11/2015	0006016 CARTER, MARGOT L	020215		PUBLIC DEFENSE	300.00
					Total :	300.00
161272	2/11/2015	0005208 CARTER, SERLOYD	020415		WELLNESS INCENTIVE	20.00
					Total :	20.00
161273	2/11/2015	0000157 CDW GOVERNMENT, INC	RZ54931		IPADS	4,443.88
					Total :	4,443.88
161274	2/11/2015	0004819 CHERRY, KIMBERLY	020415		WELLNESS INCENTIVE	20.00
					Total :	20.00
161275	2/11/2015	0000398 CHIEFS OF POLICE, INTERNATIONAL ASSOC	1001139988		MEMBERSHIP RENEWAL/GREEN	150.00
					Total :	150.00
161276	2/11/2015	0007271 CK ELECTRIC SERVICES, INC	4139		CIRCUIT MAINTENANCE	195.66
					Total :	195.66
161277	2/11/2015	0000179 CLERKS PETTY CASH	012815		PETTY CASH	10.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161277	2/11/2015	0000179 0000179 CLERKS PETTY CASH	(Continued)			Total : 10.00
161278	2/11/2015	0005773 COMCAST	8498300270032028 8498300271046803		XFINITY INTERNET	13.47 235.89 Total : 249.36
161279	2/11/2015	0002954 COMMERCIAL PLUMBING, INC	208000		DRAIN MAINTENANCE	820.30 Total : 820.30
161280	2/11/2015	0000197 CONCRETE NORWEST	105377 107149		DUMP FEE PRODUCTS	19.35 21.74 Total : 41.09
161281	2/11/2015	0007745 CONFERENCE ON CRIMES AGAINST	NTNVBW9N7HX		REGISTRATION/POWER-RANG	350.00 Total : 350.00
161282	2/11/2015	0007734 CONNECT COMMUNICATIONS	012715		PENALTY REFUND	23.50 Total : 23.50
161283	2/11/2015	0007724 CONNECT HEARING	204 215		HEARING TESTS HEARING TESTS	25.00 25.00 Total : 50.00
161284	2/11/2015	0007737 CORE PROFESSIONAL SERVICES, LL	012915		BUSINESS LICENSE REFUND	25.00 Total : 25.00
161285	2/11/2015	0000211 CREDIT BUREAU OF ISLAND COUNTY	020415		COLLECTION FEE/36-604010-11	15.09 Total : 15.09
161286	2/11/2015	0000217 CUES, INC	425130		BALL	380.69 Total : 380.69
161287	2/11/2015	0000220 CUMMINS NORTHWEST, INC	001-38779 001-39331 001-41358 018-11966		VEHICLE SERVICE WASHER/SEAL SENSOR ELEMENT	366.01 23.71 366.12 237.75 Total : 993.59

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161288	2/11/2015	0000256 DAY WIRELESS SYSTEMS	163775-00 376164		RADIOS RADIO REPAIR	1,514.62 543.53 Total : 2,058.15
161289	2/11/2015	0007740 DEYOUNG, TRISTAN	514		MOORAGE REFUND	84.33 Total : 84.33
161290	2/11/2015	0007746 DH MONGOLIAN BUFFET	020615		BUSINESS LICENSE DUPLICATE PAYMI	25.00 Total : 25.00
161291	2/11/2015	0000247 DIAMOND RENTALS	1-500608-37 1-500619-37 1-509920-21 1-515826-12 1-521401-4 1-521402-4 1-522682-3 1-524425 1-524512		PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES AIR HOSE CARB KIT	49.95 49.95 49.95 49.95 49.95 99.90 49.95 74.60 309.79 Total : 783.99
161292	2/11/2015	0000253 DIVERSINT	14100743 14100751 14100759 14100760		ADAPTER DOCKING STATION TABLETS TABLETS	31.47 217.48 2,924.14 1,678.33 Total : 4,851.42
161293	2/11/2015	0005840 DUDLEY, SCOTT	TRAVEL ADVANCE		TRAVEL ADVANCE	289.50 Total : 289.50
161294	2/11/2015	0000257 DUTCH MAID CLEANERS	1083		UNIFORM CLEANING	2.99 Total : 2.99
161295	2/11/2015	0005622 EC POWER SYSTEMS	418012 418333		ANNUAL MAINTENANCE EXHAUST MAINTENANCE	493.50 1,063.95 Total : 1,557.45
161296	2/11/2015	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	2015-WA0020567		WASTEWATER PERMIT	10,282.68

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161296	2/11/2015	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	(Continued) 2015-WAR045554 62650		STORMWATER PERMIT OPERATING PERMIT	3,384.50 9,791.30 Total : 23,458.48
161297	2/11/2015	0000273 EDGE ANALYTICAL, INC	15-00459 15-02390		TESTING TESTING	18.00 300.00 Total : 318.00
161298	2/11/2015	0005173 EDWARD D JONES & CO, LP	020315		BUSINESS LICENSE DUPLICATE PAYMI	150.00 Total : 150.00
161299	2/11/2015	0000283 ENTENMANN-ROVIN COMPANY	0105682-IN		BADGE	254.50 Total : 254.50
161300	2/11/2015	0005422 ENVIRONMENTAL RESOURCE ASSOC	741717		TESTING	499.11 Total : 499.11
161301	2/11/2015	0002900 FASTENAL	WAOAK19110		FASTENERS	6.53 Total : 6.53
161302	2/11/2015	0000304 FERGUSON ENTERPRISES, INC	0447123		TESTER	3,111.79 Total : 3,111.79
161303	2/11/2015	0006661 FIELD TRAINING OFFICERS, NATIONAL ASSC	542 543 544 545		REGISTRATION/SEIM MEMBERSHIP/SEIM REGISTRATION/ESPARZA MEMBERSHIP/ESPARZA	160.00 40.00 160.00 40.00 Total : 400.00
161304	2/11/2015	0000355 FRONTIER	240-2350 675-1568 675-1669 675-6858 679-0500 679-1640 679-1651 679-1789		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	1,323.00 230.84 69.17 63.84 63.01 63.99 63.84 63.99

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161304	2/11/2015	0000355 FRONTIER	(Continued) 679-2628 679-3902 679-8477		CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES	355.02 68.73 89.37
Total :						2,454.80
161305	2/11/2015	0000326 FRONTIER BUILDING SUPPLY	103698		SUNWOOD	375.83
Total :						375.83
161306	2/11/2015	0000329 GALLS	002999350 003031758		ENGRAVING BOOTS/HOPKINS	36.92 135.88
Total :						172.80
161307	2/11/2015	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	340.00
Total :						340.00
161308	2/11/2015	0000330 GARDNER, TERI	EXP REIMB EXP REIMB		EXP REIMB EXP REIMB	130.93 23.98
Total :						154.91
161309	2/11/2015	0002767 GATEWAY CONTROLS, INC	2014958		SITE SUPPORT AGREEMENT RENEWA	190.23
Total :						190.23
161310	2/11/2015	0000349 GRAINGER	9641176855		EYE WASH INSPECTION TAGS	66.85
Total :						66.85
161311	2/11/2015	0002940 GRAY & OSBORNE, INC	14624.00		2014 PROF SVC/EXISTING CHLORINAT	201.25
Total :						201.25
161312	2/11/2015	0000999 GRCC/WW	012815 139277 139278		BACKFLOW ASSEMBLY CERTIFICATIO REGISTRATION/PRICE REGISTRATION/SHELLEY	145.00 360.00 175.00
Total :						680.00
161313	2/11/2015	0000345 GREATER OAK HBR CHAMBER OF COM	1214		MEMBERSHIP RENEWAL	650.00
Total :						650.00
161314	2/11/2015	0004974 GREEN LIGHT SOLUTIONS	8312		MAINTENANCE & INSPECTIONS	940.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161314	2/11/2015	0004974 0004974 GREEN LIGHT SOLUTIONS	(Continued)			Total : 940.00
161315	2/11/2015	0002747 GUARDIAN SECURITY	557293		SWITCH/TRANSMITTER	290.32
						Total : 290.32
161316	2/11/2015	0007506 HAGA, CAROLYN	1		TRAVEL REFUND	10.00
						Total : 10.00
161317	2/11/2015	0007236 HAMMOND, JACOB	020415		WELLNESS INCENTIVE	20.00
						Total : 20.00
161318	2/11/2015	0005311 HB JAEGER COMPANY, LLC	41326/2 41430/2		CLAMP CLAMP	114.24 151.88
						Total : 266.12
161319	2/11/2015	0000323 HD FOWLER COMPANY	I3831043 I3832725 I3832727 I3832736 I3833379 I3836765		FREIGHT DCV METER METER STIFFENER PIPE	33.18 773.95 569.85 2,631.89 193.49 198.93
						Total : 4,401.29
161320	2/11/2015	0000382 HELTSLEY, RAY	EXP REIMB EXP REIMB		2014/EXP REIMB 2014/EXP REIMB	40.00 34.67
						Total : 74.67
161321	2/11/2015	0006629 HIZON, TARA	TRAVEL ADVANCE TRAVEL ADVANCE		TRAVEL ADVANCE TRAVEL ADVANCE	289.50 127.50
						Total : 417.00
161322	2/11/2015	0005250 HONEYMOON BAY COFFEE ROASTERS	544913		COFFEE SUPPLIES	93.22
						Total : 93.22
161323	2/11/2015	0006520 HOPKINS, CAMERON	020415		WELLNESS INCENTIVE	20.00
						Total : 20.00
161324	2/11/2015	0000392 HUBBARD, SCOTT	020415		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161324	2/11/2015	0000392 0000392 HUBBARD, SCOTT			(Continued)	Total : 20.00
161325	2/11/2015	0000394 HUMAN RESOURCE SERVICES	012615		FEB 2015/UNEMPLOYMENT SERVICES	110.00
					Total :	110.00
161326	2/11/2015	0005872 IMPAIRED DRIVING IMPACT PANEL	012415		DUI/UNDERAGE DRINKING PREVENTIC	166.67
					Total :	166.67
161327	2/11/2015	0000417 INDUSTRIAL BOLT & SUPPLY	579317-1 579317-2		NYLON TIES WIRE ROPE	612.44 24.13
					Total :	636.57
161328	2/11/2015	0001110 INTERNATIONAL CITY/COUNTY, MANAGEME	021115		MEMBERSHIP/MERRIMAN	1,037.60
					Total :	1,037.60
161329	2/11/2015	0001756 INTERNATIONAL MUNICIPAL SIGNAL	23272		2015/CERTIFICATION RENEWAL	40.00
					Total :	40.00
161330	2/11/2015	0000401 ISLAND COUNTY AUDITOR	0079732 0079738		RECORDING FEES RECORDING FEES	79.00 75.00
					Total :	154.00
161331	2/11/2015	0000410 ISLAND COUNTY SOLID WASTE	013115		JAN 2015/TIPPING FEES	74,467.71
					Total :	74,467.71
161332	2/11/2015	0000411 ISLAND COUNTY TREASURER	020315		CRIME VICTIM COMPENSATION	219.19
					Total :	219.19
161333	2/11/2015	0000415 ISLAND DISPOSAL	010515 020115 3864237		DEC 2014/COLLECTION CHARGES JAN 2015/RECYCLING RECYCLING	10,779.39 5,328.45 102.41
					Total :	16,210.25
161334	2/11/2015	0000433 ISLAND DRUG	114507210406		INMATE MEDS	8.00
					Total :	8.00
161335	2/11/2015	0000441 ISLAND SYSTEMS	231352		WATER/MARINA	18.45

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161335	2/11/2015	0000441 0000441 ISLAND SYSTEMS			(Continued)	Total : 18.45
161336	2/11/2015	0007604 JANSEN, JOSH	020415		WELLNESS INCENTIVE	20.00
						Total : 20.00
161337	2/11/2015	0000454 JET CITY EQUIPMENT RENTAL	21972		EQUIPMENT RENTAL	1,739.20
						Total : 1,739.20
161338	2/11/2015	0006952 JUPIN, TIMOTHY	020415		WELLNESS INCENTIVE	20.00
						Total : 20.00
161339	2/11/2015	0007461 KIWANIS CLUB OF OAK HARBOR	012815 012815A		BUSINESS LICENSE REFUND BUSINESS LICENSE REFUND	25.00 25.00
						Total : 50.00
161340	2/11/2015	0000487 KROESEN'S INC	24487		SHIRTS	58.63
						Total : 58.63
161341	2/11/2015	0006201 LABOR ARBITRATION INSTITUTE	020415		REGISTRATION/LEWIS	375.00
						Total : 375.00
161342	2/11/2015	0001199 LANDED GENTRY DEVELOPMENT	012715		2014 PERMIT REFUNDS	6,797.60
						Total : 6,797.60
161343	2/11/2015	0005277 LEE, STEPHANIE	020415		WELLNESS INCENTIVE	20.00
						Total : 20.00
161344	2/11/2015	0007741 LEMAY, MAXWELL	551		MOORAGE REFUND	312.89
						Total : 312.89
161345	2/11/2015	0000979 LES SCHWAB	41401359		CHARGES	136.02
						Total : 136.02
161346	2/11/2015	0000950 LICENSING, WASHINGTON STATE DEPT OF	020615		CONCEALED WEAPONS PERMITS	821.00
						Total : 821.00
161347	2/11/2015	0000515 LOGGERS & CONTRACTORS, INC	00062889		BROOM/HANDLE	253.75
						Total : 253.75

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161348	2/11/2015	0001909 LONG, JAY	1		DRIVING SERVICES	129.00
Total :						129.00
161349	2/11/2015	0004127 LOUNSBERY, NORIKO	1		TRAVEL REFUND	29.00
Total :						29.00
161350	2/11/2015	0006636 LUCITY, INC	86129-1		2015 CONSTANT CONNECTION PROG	11,442.58
Total :						11,442.58
161351	2/11/2015	0000522 LUEHR, TOM	1		DRIVING SERVICES	99.00
Total :						99.00
161352	2/11/2015	0007743 MACAPINLAC, ED PAUL	020415		WELLNESS INCENTIVE	20.00
Total :						20.00
161353	2/11/2015	0000530 MAILLIARD'S LANDING NURSERY	93954		YARD WASTE	278.15
			93959		YARD WASTE	20.00
			93960		YARD WASTE	10.00
			93984		YARD WASTE	10.00
			94006		YARD WASTE	247.35
			94101		YARD WASTE	164.05
			94177		YARD WASTE	10.00
			94347		YARD WASTE	10.00
Total :						749.55
161354	2/11/2015	0000660 MARKET PLACE FOOD & DRUG	190805		GROCERIES	527.11
			591841		GROCERIES	469.12
			898210		GROCERIES	25.53
Total :						1,021.76
161355	2/11/2015	0006072 MASTER'S TOUCH, LLC	J142067		TMT STORAGE	1,627.89
Total :						1,627.89
161356	2/11/2015	0007450 MAZZOLI, KELLYE	TRAVEL ADVANCE		TRAVEL ADVANCE	289.50
			TRAVEL ADVANCE		TRAVEL ADVANCE	127.50
Total :						417.00
161357	2/11/2015	0000561 MERRIMAN, DOUGLAS	020415		WELLNESS INCENTIVE	20.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161357	2/11/2015	0000561 MERRIMAN, DOUGLAS	(Continued) TRAVEL ADVANCE TRAVEL ADVANCE		TRAVEL ADVANCE TRAVEL ADVANCE	289.50 112.50 Total : 422.00
161358	2/11/2015	0004818 MICHAEL BOBBINK LAND USE SRVCS	011915		JAN 2015/HEARING EXAMINER SERVIC	1,500.00 Total : 1,500.00
161359	2/11/2015	0000538 MID AMERICAN RESEARCH CHEMICAL	0541714-IN 0542322-IN 0542818-IN 0542953-IN		CLEANER/LUBE/RUST ELIMINATOR CLEANER/GRS/LINEN LUBE CLOTH/CLEANER/DETAILER	450.03 307.08 188.06 195.23 Total : 1,140.40
161360	2/11/2015	0006992 MOON, ANDREW	020415		WELLNESS INCENTIVE	20.00 Total : 20.00
161361	2/11/2015	0003034 MOSHIER, GEORGE	4182		MOORAGE REFUND	329.72 Total : 329.72
161362	2/11/2015	0004423 MUNICIPAL EMERGENCY SERVICES	00597363_SNV		PRESSURE REGULATOR REBUILD KIT	224.14 Total : 224.14
161363	2/11/2015	0005005 MUNNS, BETH	TRAVEL ADVANCE		TRAVEL ADVANCE	289.50 Total : 289.50
161364	2/11/2015	0007586 NAGEL, GARRETT	020415		WELLNESS INCENTIVE	20.00 Total : 20.00
161365	2/11/2015	0007739 NATIONAL SENIOR LEQGUE, LLC	1959		STATE REGIONAL CHAMPS	150.00 Total : 150.00
161366	2/11/2015	0000608 NC MACHINERY COMPANY	MVCS0243190		SPRING	55.11 Total : 55.11
161367	2/11/2015	0000612 NELSON PETROLEUM	0542670-IN		FUEL	1,000.31 Total : 1,000.31

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161368	2/11/2015	0006779 NELSON, WILLIAM RAY	3207		MOORAGE REFUND	69.66
Total :						69.66
161369	2/11/2015	0002633 NEOPOST NORTHWEST	NWAR79735		INK	231.79
Total :						231.79
161370	2/11/2015	0007670 NETWORKFLEET, INC	MINS0010135		PARTS	494.59
Total :						494.59
161371	2/11/2015	0000615 NEWMAN TRAFFIC SIGNS	TI-0281690		SPEED HUMPS/TURN SYM/HAZARD M/	617.91
Total :						617.91
161372	2/11/2015	0000621 NIIRO, CEDRIC	020415		WELLNESS INCENTIVE	20.00
Total :						20.00
161373	2/11/2015	0000630 NORTHEND TRUCK EQUIPMENT, INC	1030686 1030718		HOOKLIFT TRANSFER LIFTGATE INSTALLATION	4,070.82 3,494.71
Total :						7,565.53
161374	2/11/2015	0005767 NORTHWEST RUNNER MAGAZINE	1010		FEB 2015/ADVERTISING	760.00
Total :						760.00
161375	2/11/2015	0006855 NORTHWEST YACHTING MAGAZINE	45722		ADVERTISING	674.00
Total :						674.00
161376	2/11/2015	0000672 OAK HARBOR ACE	250305 250331 250354 250512 250526 250581 250598 250600 250612 250619 250628 250637 250668		TORCH/PROPANE/CABLE TIES PRUNING BLADE RSTP/BOLT/FASTENERS KEY/CFL CHAIN OIL COUPLE ELBOW/CEMENT ANCHOR/DRILL BIT ELBOW/CEMENT CLEANER BLADE HEADLIGHT	61.35 7.60 15.85 4.34 19.56 20.64 17.37 10.30 8.01 -10.30 15.20 28.25 7.60

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161376	2/11/2015	0000672 OAK HARBOR ACE	(Continued)			
			250714		SANDING BLOCK/SANDPAPER/CHAIN	83.86
			250758		FASTENERS	1.08
			250759		TUBE	38.91
			250762		FASTENERS	15.65
			250823		HSP SS	31.51
			250830		FASTENERS	6.96
			250831		WASHERS	2.37
			250838		SPRAYPAINT	4.88
			250894		BITS	13.02
			250908		DUST PAN/VELCRO	28.24
			251030		GLUE/STRIP/DISC	33.11
			251082		ROT PST HSP/MND PLT BLK	16.61
			251178		TUBING	19.57
			251187		WASTEBASKET	5.97
			251243		VALVE/ANTI-FREEZE	22.79
			251262		FASTENERS	0.65
			251269		FLANGE/NIPPLES/ELBOW	150.18
			251279		NIPPLES/FLANGES	-19.09
					Total :	662.04
161377	2/11/2015	0000668 OAK HARBOR AUTO CENTER	001-226693		BEAM	118.15
			001-226983		THERMOSTAT/SEAL	10.22
			001-227415		COMBI KIT	20.20
			001-227439		SEAL	3.63
			001-227482		BRAKE LINING	83.59
			001-227482		FILTERS	9.08
			001-227712		BUNGEE BALLS	14.44
			001-228039		OIL	41.88
			001-228045		FILTERS	15.39
			001-228079		MIRROR	32.60
			001-228212		FILTERS	8.80
			001-228286		FITTING/ELBOW	13.10
			001-228294		FITTING	-3.65
			001-228312		CAP/PLUG	32.33
			001-228860		FILTERS	8.91
			001-228877		FILTERS	53.83

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161377	2/11/2015	0000668 OAK HARBOR AUTO CENTER	(Continued) 001-229018		BEAM	15.82
					Total :	478.32
161378	2/11/2015	0000676 OAK HARBOR POLICE DEPARTMENT	020615		PETTY CASH	52.41
					Total :	52.41
161379	2/11/2015	0000681 OAK HARBOR SCHOOL DISTRICT	0000140056		STADIUM MAINTENANCE	3,000.00
					Total :	3,000.00
161380	2/11/2015	0001377 ORCA INFORMATION	381602		PRE-EMPLOYMENT/MATTHEWS	75.00
					Total :	75.00
161381	2/11/2015	0002985 PACIFIC TIRE CO. INC	0084353 0084354 0084513		TIRES TIRES TIRES	236.99 214.83 1,254.49
					Total :	1,706.31
161382	2/11/2015	0001596 PACIFIC TORQUE, LLC	095838		PAN GASKET	53.97
					Total :	53.97
161383	2/11/2015	0000696 PAGGAO, DANNY	TRAVEL ADVANCE		TRAVEL ADVANCE	127.50
					Total :	127.50
161384	2/11/2015	0007171 PEABODY, CHRISTOPHER	020415		WELLNESS INCENTIVE	20.00
					Total :	20.00
161385	2/11/2015	0000299 PLACE, SANDRA	020415		WELLNESS INCENTIVE	20.00
					Total :	20.00
161386	2/11/2015	0000729 POSTMASTER	020415		POSTAGE	290.00
					Total :	290.00
161387	2/11/2015	0000732 POWERS, RICHARD S.	020415		WELLNESS INCENTIVE	20.00
					Total :	20.00
161388	2/11/2015	0004622 POWERS-RANG, LISA	020415		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161388	2/11/2015	0004622 0004622 POWERS-RANG, LISA	(Continued)			Total : 20.00
161389	2/11/2015	0004470 PRICE, CHRIS	TRAVEL ADVANCE		TRAVEL ADVANCE	319.50
						Total : 319.50
161390	2/11/2015	0000746 PUGET SAFETY EQUIPMENT	0023952-in 0023953-IN		EYEWASH/PRESERVATIVE STANDARD REFLECTION	140.77 410.35
						Total : 551.12
161391	2/11/2015	0000743 PUGET SOUND ENERGY	200003131170 200010549943 220005593946 300000007421		ELECTRICITY/WELL #7 ELECTRICITY/WELL #6 2014 ELECTRICITY/1770 NE GOLDIE S1 2014 ELECTRICITY/FT NUGENT ROAD	12.92 12.92 171.54 12,291.14
						Total : 12,488.52
161392	2/11/2015	0000753 RADIOSHACK	025193		CABLE	65.21
						Total : 65.21
161393	2/11/2015	0007608 RESTORER, LLC	4214		WINDSHIELD INSTALLATION	211.97
						Total : 211.97
161394	2/11/2015	0003024 ROBBINS, EPHRAIM	020415		WELLNESS INCENTIVE	20.00
						Total : 20.00
161395	2/11/2015	0000911 RON TURLEY ASSOCIATES, INC	43074		2015 ANNUAL MAINTENANCE	1,254.35
						Total : 1,254.35
161396	2/11/2015	0000781 SAFEWAY	801455 809600		GROCERIES GROCERIES	2.69 53.30
						Total : 55.99
161397	2/11/2015	0007735 SAVI BANK	012715		BUSINESS LICENSE DUPLICATE PAYMI	50.00
						Total : 50.00
161398	2/11/2015	0005967 SEATTLE AUTOMOTIVE DIST	S6-519546		PAD SET/ROTORS	446.05
						Total : 446.05
161399	2/11/2015	0007733 SELLERS, PHILIP	EXP REIMB		EXP REIMB	18.39

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161399	2/11/2015	0007733 0007733 SELLERS, PHILIP			(Continued)	Total : 18.39
161400	2/11/2015	0000852 SENIOR CENTER PETTY CASH	011615		PETTY CASH	284.19
						Total : 284.19
161401	2/11/2015	0007029 SERVATIUS, JOEL	TRAVEL ADVANCE		TRAVEL ADVANCE	289.50
			TRAVEL ADVANCE		TRAVEL ADVANCE	127.50
						Total : 417.00
161402	2/11/2015	0000817 SHELLEY, TIM	020415		WELLNESS INCENTIVE	20.00
						Total : 20.00
161403	2/11/2015	0000831 SIX ROBBLEES', INC	14-297439		BLADE	97.35
			14-299271		PALLET/BRAKE DRUM/SHOE	495.89
			14-299334		BRAKE FLUID/GLOVES	177.20
			14-299537		BRAKE FLUID	32.74
			21-007391		VALVE	171.74
						Total : 974.92
161404	2/11/2015	0000814 SKAGIT FARMERS SUPPLY	419889		PROPANE	46.82
			420329		PROPANE	53.23
						Total : 100.05
161405	2/11/2015	0000833 SKAGIT HYDRAULICS	132912		CYLINDER REPAIR	723.88
						Total : 723.88
161406	2/11/2015	0000843 SOLID WASTE SYSTEMS, INC	0075016-IN		FLANGE KIT/O-RINGS	225.46
			0075017-IN		ADAPTER/FITTINGS	127.25
						Total : 352.71
161407	2/11/2015	0000846 SOUND PUBLISHING	WCW613123		RFP MARATHON SHUTTLE	72.27
						Total : 72.27
161408	2/11/2015	0007744 SPILLMAN NORTHWEST USERS GROUP	012115		2015 REGISTRATION FEES	100.00
						Total : 100.00
161409	2/11/2015	0000851 SPRINT	140239187		LONG DISTANCE	8.89

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161409	2/11/2015	0000851 0000851 SPRINT			(Continued)	Total : 8.89
161410	2/11/2015	0000860 STANDARD INSURANCE COMPANY	012115		LIFE/POCFF	258.13
						Total : 258.13
161411	2/11/2015	0003883 STAPLES BUSINESS ADVANTAGE	3253280941		CALENDARS	8.08
			3253280942		CALENDARS	43.13
			3253280943		CALENDARS	30.09
			3253280944		APC BACK UPS	326.08
			3253842744		PLANNER	67.83
			3253842745		WEBCAM	26.72
			3253842746		TONER	63.33
			3253842747		TAPE	34.83
			3253842749		TONER	173.35
			3253842750		BINDERS/REFILLS	66.20
			3254498253		SOAP/TONER/PAD	538.41
			3254498254		NOTES/CALENDAR	39.24
			3254498255		CORRECTION FLUID	2.24
			3254498257		POUCHES	94.87
			3254498258		TONER	63.33
						Total : 1,577.73
161412	2/11/2015	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	90.00
			1		DRIVING SERVICES	72.00
						Total : 162.00
161413	2/11/2015	0000872 SUPERIOR SYSTEMS, INC	S20143586		FITTING REPLACEMENT	2,804.73
						Total : 2,804.73
161414	2/11/2015	0000874 SURETY PEST CONTROL	1043352		PEST EXTERMINATION	30.44
			1043355		PEST EXTERMINATION	43.48
			1043356		PEST EXTERMINATION	38.05
			1043358		PEST EXTERMINATION	43.48
			1043360		PEST EXTERMINATION	32.61
			1043368		PEST EXTERMINATION	30.44
			1044121		PEST EXTERMINATION	59.79
						Total : 278.29

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161415	2/11/2015	0007736 SYSTEMS FOR PUBLIC SAFETY, INC	25238		POLICE VEHICLE OUTFITTING	5,233.70
			25239		POLICE VEHICLE OUTFITTING	5,233.70
			25240		POLICE VEHICLE OUTFITTING	5,233.70
			25930		POLICE VEHICLE OUTFITTING	4,300.58
			25931		POLICE VEHICLE OUTFITTING	4,300.58
			25932		POLICE VEHICLE OUTFITTING	4,300.58
					Total :	28,602.84
161416	2/11/2015	0000881 TAB PRODUCTS CO, LLC	2274372		LASER	747.12
					Total :	747.12
161417	2/11/2015	0004933 TACTICAL OFFICERS, WASHINGTON STATE / 111			MEMBERSHIP RENEWAL	100.00
					Total :	100.00
161418	2/11/2015	0007747 TCMA	020915		MARKETING	1,100.00
					Total :	1,100.00
161419	2/11/2015	0005841 TOKAY SOFTWARE	15566		BACKFLOW PREVENTION MANGAMEN	430.00
					Total :	430.00
161420	2/11/2015	0001053 TREASURER, WASHINGTON STATE	020315		COURT/BC FEES	11,085.50
					Total :	11,085.50
161421	2/11/2015	0000923 UNITED PARCEL SERVICE	0000A0182W015		SHIPPING	11.97
			0000A0182W025		SHIPPING	1.30
			0000A0182W035		SHIPPING	29.33
			0000A0182W045		SHIPPING	22.97
					Total :	65.57
161422	2/11/2015	0000922 UNUM LIFE INSURANCE COMPANY	011915		LONG TERM CARE	269.78
					Total :	269.78
161423	2/11/2015	0004903 US BANK	4485591000611990		CREDIT CARD PURCHASES	2,535.20
					Total :	2,535.20
161424	2/11/2015	0004903 US BANK	4485590002304661		CREDIT CARD PURCHASES	677.37
					Total :	677.37

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161425	2/11/2015	0004903 US BANK	4485590002304679		CREDIT CARD PURCHASES	320.32
Total :						320.32
161426	2/11/2015	0004903 US BANK	4485590002431076		CREDIT CARD PURCHASES	219.98
Total :						219.98
161427	2/11/2015	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	42.00
Total :						42.00
161428	2/11/2015	0000926 USBLUEBOOK	536194		PIPELINE ROOT CONTROL	466.13
Total :						466.13
161429	2/11/2015	0000930 USPS FEE RENEWALS	012015		PERMIT #29	220.00
Total :						220.00
161430	2/11/2015	0000934 UTILITIES UNDERGROUND LOCATION	5010171		JAN 2015/LOCATES	83.16
Total :						83.16
161431	2/11/2015	0000932 VERIZON WIRELESS	9738551824		2014 CURRENT COMM CHARGES	5,350.13
Total :						5,350.13
161432	2/11/2015	0007166 VETERANS NORTHWEST CONST	13		PROF SVC/NORTH RESERVOIR	25,142.59
Total :						25,142.59
161433	2/11/2015	0007738 WANEBCO, INC	020215		BUSINESS LICENSE DUPLICATE PAYMI	100.00
Total :						100.00
161434	2/11/2015	0003897 WELSHANS, KINDLE	020415 EXP REIMB		WELLNESS INCENTIVE EXP REIMB	20.00 144.98
Total :						164.98
161435	2/11/2015	0006267 WESTERN REFUSE & RECYCLING	137817		PROXIMITY SWITCH	392.64
Total :						392.64
161436	2/11/2015	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1278		ANIMAL SHELTER	8,333.37
Total :						8,333.37
161437	2/11/2015	0001000 WHIDBEY AUTO PARTS, INC.	236858		HOSE	207.20

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161437	2/11/2015	0001000 0001000 WHIDBEY AUTO PARTS, INC.	(Continued)			Total : 207.20
161438	2/11/2015	0001007 WHIDBEY CLEANERS	267184		GARMENTS	5.40
						Total : 5.40
161439	2/11/2015	0000675 WHIDBEY COMMUNITY PHYSICIANS	12156253		2014/RESPIRATOR EVALUATIONS	336.00
						Total : 336.00
161440	2/11/2015	0001017 WHIDBEY PRINTERS	47476		BUSINESS CARDS	820.03
						Total : 820.03
161441	2/11/2015	0001010 WHIDBEY TELECOM	3813906 3816906		CURRENT NET CHARGES ALARM MONITORING	41.45 63.68
						Total : 105.13
161442	2/11/2015	0007002 WILLMETT, GARY	4699		MOORAGE REFUND	55.00
						Total : 55.00
161443	2/11/2015	0004961 WOODWARD, GREGORY	020415		WELLNESS INCENTIVE	20.00
						Total : 20.00
161444	2/11/2015	0001061 XEROX CORPORATION	701828095		DEC 2014/COPIER CHARGES	4,141.38
						Total : 4,141.38
161445	2/11/2015	0001061 XEROX CORPORATION	020315		BUSINESS LICENSE DUPLICATE PAYMI	25.00
						Total : 25.00
200 Vouchers for bank code : bank						Bank total : 483,592.04
200 Vouchers in this report						Total vouchers : 483,592.04

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

Bill No. C/A 6.c
Date: February 20, 2015
Subject: NE 4th Ave Water Main
Replacement - Professional
Services Agreement with ERCI

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing execution of a Professional Services Agreement with Equinox Research Consulting International, Inc. for archaeological services related to installation of new a water main on NE 4th in the amount of \$4,889.25.

BACKGROUND / SUMMARY INFORMATION

The purpose of this agenda bill is to seek City Council's approval of a Professional Services Agreement with Equinox Research and Consulting International (ERCI) for Archaeological Services related to replacement of the water main on NE 4th Avenue.

The existing water main on NE 4th Avenue east of NE O'Leary Street is comprised of 6-inch diameter steel pipe. The pipe is more than 50 years old and corrosion is causing the pipe to fail and leak. This situation resulted in nine leak repairs in the project area during 2014. The only remedy for this problem is to replace the old pipe with new pipe. This project is the highest priority water main replacement project listed in the City of Oak Harbor 2014 Water System Plan.

Gray & Osborne were originally contracted in July 2013 to prepare a design for water system improvements in the northeast neighborhoods of Oak Harbor. ERCI was contracted in October of 2013 to provide an archaeological survey of proposed water main alignments. Their contract of \$35,360.98 with a management reserve of \$2,000.00 has expired with a remaining balance of \$5,725.80 on the contract.

On October 21, 2014, City Council authorized expanding Gray & Osborne's contract to include a section of NE 4th Avenue. Staff determined replacing this section of water main the highest water system priority in the 2015-2020 Capital Improvement Program.

The attached Professional Services Agreement with ERCI establishes a scope of services to provide an

archaeological survey of NE 4th Avenue along the proposed alignment. Typically, a Professional Services Contract under \$10,000 would be directly authorized by the Mayor. However, given the connection to the larger Gray and Osborne contract, we felt it best to bring it before City Council for approval.

Replacing the water main will require excavating a trench over the length of the street and 11 side trenches crossing the street totaling approximately 1500 feet of trenching. The Water Utility must be reasonably sure that the excavation necessary to install the new water main and associated appurtenances does not impact archaeological or historic resources in the project area. The archaeological investigation proposed herein is due diligence in the prevention of disturbing or damaging archaeological resources in Oak Harbor.

The proposed scope of services from Equinox Resources International includes providing a crew of two on site for two days to survey the work areas. The primary field work is digging approximately 30 shovel test holes. ERCI will compile the field data into a report consistent with State and Federal standards which will be provided to the Washington State Department of Archaeology and Historic Preservation.

ERCI was previously selected based on qualifications and interviews conducted by the city in March of 2012. They have subsequently proven to be expert, capable and helpful in support of City projects.

-

Scope of Services

The attached Professional Services Agreement includes the tasks necessary to assist the city in investigating the water main route for the presence of archaeological resources. There are no known archaeological resources along the proposed main routes and the scope of services assumes that no human remains will be found.

Schedule

The archaeological investigation, if approved, is scheduled to begin this month. Agreement expiration date is December 31, 2015.

FISCAL IMPACT

Funds Required: \$4,889.25

Appropriation Source: Water Fund 401

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

July 2, 2013 - City Council awarded a professional services contract to the engineering firm of Gray & Osborne, Inc. to prepare construction plans, specifications and estimates for a series of capital water system projects.

October 15, 2013 – City Council authorized the execution of a Professional Services Agreement with

Equinox Research Consulting International for Archaeological Services related to installation of new water mains in the amount of \$35,360.98 and a management reserve of \$2,000.00.

October 21, 2014- City Council approved Amendment 1 to the Gray & Osborne contract increasing the scope of services to include construction plans, specifications and estimates for replacing several steel water mains in the northeast neighborhood.

ATTACHMENTS

1. [Professional Services Agreement](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND
EQUINOX RESEARCH AND CONSULTING INTERNATIONAL, Inc.
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 Equinox Research and Consulting International, Inc., a Washington Corporation.

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 **an archaeological investigation of the proposed water main alignment on NE 4th Avenue**, 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. 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 February 18, 2015 and shall terminate at midnight, December 31, 2015. 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.

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 INDEMNITY. 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 the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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. **Minimum Limits of Insurance.** 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 and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

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 on a time and materials basis 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 **\$4,889.25** 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. At a minimum, invoices shall include (1) a summary of previous invoices; (2) current invoice amount; (3) total current monthly billing; (4) amount authorized under this agreement; and (5) total authorized amount still remaining under the agreement. 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 CITY APPROVAL. Notwithstanding the Consultant'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 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:

**Arnold Peterschmidt, Project Engineer
Oak Harbor Public Works
865 SE Barrington Drive
Oak Harbor, WA 98277**

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

**Kelly Bush, Principal Investigator
Equinox Research and Consulting International, Inc.
1229 Cleveland Avenue
Mount Vernon, WA 98273**

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 Consultant.

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 Snohomish 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 17th day of February, 2015.

CITY OF OAK HARBOR

EQUINOX RESEARCH
AND CONSULTING INTERNATIONAL,
INC.

By _____
_____, Mayor

By _____
Kelly R. Bush, Principal Investigator, ERCI

Approved as to form:

City Attorney

EXHIBIT A



1229 Cleveland Avenue Mount Vernon, WA 98273 Tel.360-826-4930 Fax. 360-826-4830 www.equinoxerci.com

January 28, 2015

Arnie Peterschmidt
City of Oak Harbor Public Works
1400 NE 16th Avenue
Oak Harbor, WA 98277

Re: Archaeological Investigation 4th Avenue O'Leary to Ronhaar, Oak Harbor, Washington

Dear Mr. Peterschmidt:

Thank you for the considering Equinox Research and Consulting International Inc. (ERC I) for your cultural resource management needs. ERC I provides a full service cultural resource management program and we look forward to providing you timely and professional fieldwork and reporting.

Section 106 of the National Historic Preservation Act (NHPA), SEPA and Executive Order 05-05 requires agencies to consider the effects of their actions on historic properties and to consult with others in carrying out historic preservation activities. The State of Washington also has a series of RCWs and associated WACs concerning cultural resources that we are guided by. In providing cultural resource management services for clients, Equinox Research and Consulting International Inc. (ERC I) works in accordance with all applicable laws and regulations.

We are providing this scope and budget for the following tasks:

- Design and implement a shovel testing program for the project corridor that includes approximately 30 shovel test holes.
- Call in locates prior to digging
- Provide a report to state and federal standards

Assumptions:

- No human remains will be encountered during this initial shovel testing program.
- No additional plans or protocols will be needed.
- Costs associated with completing an HPIF (historic property inventory form) for the existing infrastructure or facilities will be required.

Qualifications:

- Experience working in Puget Sound and on projects associated with public works systems and infrastructure.
- Principal investigator meets the Secretary of Interior's professional qualification standards for archaeology
- Expertise on prehistoric and historic archaeology of Western Washington
- Experience in Executive Order 05-05 and NHPA Section 106 work and in working with additional state laws related to historic preservation and human remains.

- Positive working relationship with federally recognized Tribes in and adjacent to the project area and experience in tribal consultation.
- Experience in processes that balance competing resource needs
- Strong record of completing work on time within budget

The team at ERCI is comprised of individuals with strong personal research specialties who pride themselves on efficiency, performance and integrity. We provide the highest quality product in a timely fashion. Please check out our web site for additional details www.equinoxerci.com

Thank you for the opportunity to provide excellent heritage planning services for the City of Oak Harbor.

Regards,



Kelly R. Bush
Equinox Research and Consulting International Inc. (ERCI)

Description	Units	Rate/HR	Sub Total
Project Orientation, meetings and project management	0.50	143.75	71.88
Archival background research	0.00	97.75	0.00
Coordinate with governments of affected Tribes regarding cultural resource issues.	0.50	143.75	71.88
Determine eligibility of identified historic properties for listing in the National Register of Historic Places.	0.50	143.75	71.88
Consider the effects of Project alternatives on all cultural resources and provide recommendations about how to avoid, minimize, or mitigate the adverse effect.	1.00	143.75	143.75
Consultation with SHPO and agencies	0.50	143.75	71.88
Document control, transcriptions, site forms	6.00	63.75	382.50
Report editing	2.00	143.75	287.50
Report writing	10.00	97.75	977.50
Report Production	2.00	63.75	127.50
Graphics, layout	8.00	97.75	782.00
SUB TOTAL			2,988.25
Field Work: Survey, identification and evaluation of historic properties within the APE.			
DESCRIPTION	Units	Rates Daily	Sub Total
Principal Investigator	0.00	143.75	0.00
Senior Archaeologist	10.00	97.75	977.50
Field Technician	10.00	74.75	747.50
Travel (.5 hours R/T per person per day)	3.00	40.00	120.00
Mileage	100.00	0.56	56.00
SUB TOTAL			1,901.00
GRAND TOTAL			4,889.25

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

Bill No. C/A 6.d
Date: February 20, 2015
Subject: Ordinance No. 1723: Repealing
OHMC 5.40 entitled 'Circuses,
Carnivals, Traveling Shows and
Expeditions'

FROM: Nikki Esparza, City Attorney

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adopt ordinance 1723 repealing Oak Harbor Municipal Code Chapter 5.40 and amending Oak Harbor Municipal Code Chapter 5.50.

BACKGROUND / SUMMARY INFORMATION

In 2014, Oak Harbor Municipal Code Chapter 5.50 underwent significant updates. OHMC 5.50 relates to special events and includes under its umbrella the types of events covered by OHMC 5.40. OHMC 5.40 is outdated, unnecessary and contains provisions inconsistent with the City's insurance requirements. OHMC 5.40 should be repealed and the processes contained in OHMC 5.50 should control.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Ordinance No. 1723](#)

ORDINANCE NO. 1723

AN ORDINANCE OF THE CITY OF OAK HARBOR REPEALING OAK HARBOR MUNICIPAL CODE CHAPTER 5.40 ENTITLED “CIRCUSES, CARNIVALS, TRAVELING SHOWS AND EXHIBITIONS” AND AMENDING OAK HARBOR MUNICIPAL CODE SECTION 5.50.040 ENTITLED “PERMITS CONDITIONS”

WHEREAS, Oak Harbor Municipal Code Chapter 5.50 entitled “Parades, Athletic Events and Other Special Events” was amended in 2014 to include the events contained in Oak Harbor Municipal Code Chapter 5.40; and

WHEREAS, Oak Harbor Municipal Code Chapter 5.50 is outdated and contains provisions not in sync with the Revised Code of Washington and the City’s insurance requirements; and

WHEREAS, permit and insurance requirements will be incorporated into the “Special Events” application process; NOW, THEREFORE,

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

Section One. Oak Harbor Municipal Code Chapter 5.40 entitled “Circuses, Carnivals, Traveling Shows and Exhibitions” is hereby repealed.

Section Two. Section 5.50.040 of the Oak Harbor Municipal Code entitled "Permit conditions" adopted by Ord. 1687 in 2014 is hereby amended to read as follows:

5.50.040 Permit conditions.

- (1) The city may condition the issuance of a special events permit by imposing reasonable requirements concerning the time, place and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic.
- (2) The following conditions apply to all special events permits:
 - (a) Alteration of the time, place and manner of the event proposed on the event application.
 - (b) Conditions concerning the area of assembly and disbanding of an event occurring along a route.
 - (c) Conditions concerning accommodation of pedestrians or vehicular traffic, including restricting the event to only a portion of the street or rights-of-way.

- (3) Conditions on special events permits not protected under the First and Fourteenth Amendments of the U.S. Constitution include, but are not limited to:
- (a) Requirements for the use of traffic cones or barricades.
 - (b) Requirements for the provision of first aid or sanitary facilities.
 - (c) Requirements for use of event monitors and providing notice of permit conditions to event participants.
 - (d) Restrictions on the number and type of vehicles, animals or structures at the event, and inspection and approval of floats, structures, and decorated vehicles for fire safety.
 - (e) Compliance with animal protection ordinances and laws.
 - (f) Requirements for use of garbage containers, cleanup, and restoration of city property.
 - (g) Restrictions on the use of amplified sound and compliance with the noise ordinance, regulations and laws.
 - (h) Notice to residents and/or businesses regarding any activity which would require a street closure.
 - (i) Restrictions on the sale and/or consumption of alcohol.
 - (j) Elimination of an activity which cannot be mitigated to a point as to ensure public safety and welfare, or which causes undue liability to the city.
 - (k) Requirements regarding the use of city personnel and equipment.
 - (l) Compliance with any other applicable federal, state or local law or regulation.

(4) The applicant is responsible for payment of all applicable federal, state and local taxes.

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

//

//

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

Bill No. C/A 6.e
Date: February 20, 2015
Subject: Ault Field Booster Pump
Replacement - Construction
Contract Award

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

- 1) Authorize the Mayor to sign a contract with SRV Construction, Inc. in the amount of \$135,141.28, which includes WA state sales tax; and
- 2) Authorize the City Engineer to administratively approve changes to the construction contract totaling not more than \$10,000.00.

BACKGROUND / SUMMARY INFORMATION

This agenda bill recommends awarding a contract for replacement of two pumps in the Ault Field Booster Pump Station to SRV Construction, Inc. in the amount of \$135,141.28 with a management reserve of \$10,000.

Two old booster pumps in the Ault Field Booster Pump Station are being replaced to improve efficiency and reliability of pumping water to the North Reservoir.

The call for bids was advertised in the Daily Journal of Commerce and Whidbey New Times as well as online through SolicitBid.com. Seven general contractors registered on the Plan Holder's List for the project and an eighth contractor participated in the Pre-Bid Site Visit.

Staff received and opened two sealed bids on January 20, 2015. The bid totals are tabulated below.

Bid Totals:

Contractor	Location	Bid Total
SRV Construction, Inc.	Oak Harbor, WA	\$135,141.28
Carman's Construction, Inc.	Oak Harbor, WA	\$139,189.26
<i>Engineers Estimate</i>		<i>\$50,000 to \$100,000</i>

Construction Contingency:

Most construction projects involve change orders and modifications to the contract plans. Delays in processing change order requests can result in costly delay claims against the City. To minimize the possibility of delays and the resulting claims, staff requests that the City Engineer be authorized to administratively approve up to \$10,000, approximately 7% of the contract amount, for change orders. Funds are available in the Water Fund to cover the costs of this project.

FISCAL IMPACT

Funds Required: \$145,141.28

Appropriation Source: Water Utility Funds

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

November 19, 2013 - Council authorized staff to proceed with advertisement to bid for two booster pumps.

February 4, 2014 – City Council rejected the four bids received.

December 16, 2014 - City Council authorized staff to solicit construction bids for replacement of two pumps at the Ault Field Booster Pump Station.

ATTACHMENTS

1. [SRV Construction Bid Proposal](#)

AULT FIELD BOOSTER PUMP REPLACEMENT PROJECT, ENG 14-08
 BID TABULATION January 20, 2015

	Contractor	Proposal Form	Proposal Signed	Contact Information	Total Lump Sum Bid	Addenda	Bid Bond	Bond Notarized	Non-collusion Aff.
1	SRV Construction, Inc.	X	X	X	\$135,141.28	X	X	X	X
2	Carman's Construction, LLC	X	X	X	\$139,189.26	X	X	X	X

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

Bill No. C/A 6.f
Date: February 20, 2015
Subject: City-Wide Auctioneer
Agreement

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

This agenda bill requests authorization to enter into a contract with Harold Mather Inc. Auctioneers for auctioneer services for the 2015 City-wide auction.

BACKGROUND / SUMMARY INFORMATION

The City of Oak Harbor has not conducted an auction since 2009 due to lack of surplus items. This year it has been determined that not only does the City have enough surplus items to hold an auction, but other agencies are anxious to join in and ultimately share the auction costs. The City-wide auction date has been set for Saturday, June 6, 2015 with a preview on Friday, June 5th.

Harold Mather Inc. Auctioneers of Spanaway, Washington has provided auctioneer services for the 2005-2009 City-wide auctions. They have always been professional, prepared and acted in our best interest.

The services of an auctioneer include, but are not limited to, setup and layout of merchandise, advertising via printed brochures and newspaper ads, and crew and staff for set-up and auction day duties.

A typical 10% buyer's premium will be charged to the buyer at the time of purchase, as part of the Auctioneer's compensation and advertising costs will not exceed \$3,800.00. The advertising cost will be spread among all agencies involved. The auctioneer's commission rate will be a 6% flat commission rate of the gross sales. This is a decrease in 2% from our last auction held in 2009.

Staff is highly recommending Harold Mather Inc. Auctioneers due to their past performance and excellent auctioneer reputation.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$3,800.00 plus 6% of gross auction proceeds

Appropriation Source: _____

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Professional Services Agreement](#)
2. [Exhibit 'A' - Auctioneer Proposal](#)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 20 day of February, 2015, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and HAROLD MATHERS INC. AUCTIONEERS, hereinafter referred to as the "SERVICE PROVIDER".

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

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

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

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

1. Scope of Services.
The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").
2. Term.
The Project shall begin on February 23, 2015, and shall be completed no later than June 30, 2015, unless sooner terminated according to the provisions herein.
3. Compensation and Method of Payment.
 - 3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.
 - 3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.
 - 3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows: See Proposal "Exhibit A"
4. Reports and Inspections.
 - 4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.
 - 4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records

and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

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

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

6. Service Provider Employees/agents.

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

7. Hold Harmless/Indemnification.

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

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

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

8. Insurance.

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

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

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.

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

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident.
- b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate.
- c. Professional liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.

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

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

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

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

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

9. Treatment of Assets.

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

10. Compliance with Laws.

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

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

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

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

to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- 11.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.
- 11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

- 12.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.
- 12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Changes.

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

14. Maintenance and Inspection of Records.

- 14.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- 14.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Other Provisions.

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

16. Termination.

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

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

17. Notice.

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

18. Attorneys Fees and Costs.

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

19. Jurisdiction and Venue.

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

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

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be

affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

21. Entire Agreement.

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

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

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

Harold Mathers Inc. Auctioneers
3010 208th St. E.
Spanaway, WA 98387

Scott Dudley, Mayor

Harold Mather, Auctioneer

Attest:

Anna Thompson, City Clerk

Approved as to form:

Nikki Esparza, City Attorney

Exhibit "A"

HAROLD
Mather INC., AUCTIONEERS

3010 208th Street East, Spanaway, Washington 98387
(253) 847-9161 • Fax: (253) 847-5348

January 26, 2015

City of Oak Harbor
1400 N.E. 16th Ave.
Oak Harbor, Wa. 98277

Attention: Sandra Place
Budget/Purchasing Specialist

RE: Request for Auctioneering Services - June 6, 2015

Dear Ms. Place,

Thank you for your request for us to conduct an auction for the City of Oak Harbor and others. The following is a brief outline of our proposal.

Briefly our services for the auction will include but are not limited to the following:

INVENTORY: Mather Auctioneers will inventory, list and photo all items to be sold for purposes of advertising and cataloging.

SETUP/CHECK OUT: Mather Auctioneers will arrange for labor to do the physical set-up and arrangement of the inventory to be sold. Auction personnel will list, tag, and catalogue all lots. Catalogues will be supplied to each buyer signing in and/or downloaded from our web page. Mather Auctioneers will supervise check-out after the auction. Buyers are required to pay before any items can be removed.

ADVERTISING: Mather Auctioneers will handle all advertising to promote the auction, i.e. newspapers, illustrated brochures, and Internet. Mather maintains a data base of auction buyers intended for mailing and emailing and uses a state of the art computer program for auction sales, inventory and mailing data.

AUCTION PERSONNEL: (Sale Day) Mather Auctioneers will provide all personnel required to conduct the auction including auctioneers, sales team, cashiers and computer techs.

ACCOUNTING: Mather Auctioneers will provide a complete computerized accounting of all inventory and buyers names, sale prices, and expenses after the auction.

RISK MANAGEMENT: Mather Auctioneers can provide a certificate of insurance listing City of Oak Harbor and others as additional insured for the duration of this project.

DOCUMENTATION: Mather Auctioneers Inc. Is bonded with the State of Washington - License No. 2505 and Motor Vehicle License No. 0218. Mather Auctions is a long time member of the National and Washington Auctioneers Associations.

BUDGET ESTIMATES: Mather Auctioneers estimates at this date are as follows:

Setup, security and check out labor	\$1300.
Advertisement - newspapers, brochures, internet, catalogues and legal ad fees	<u>2500.</u>
Total	\$3800.

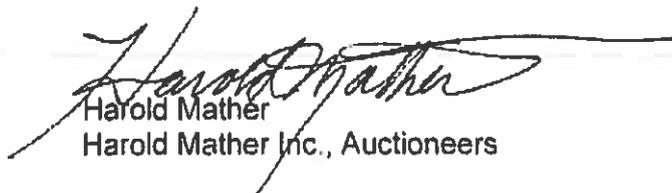
FINANCIAL CONSIDERATIONS: Mather Auctioneers fee for conducting the auction is 6% of the gross sales plus expenses for labor and advertising necessary to complete this project as listed above. Expenses and fees will be deducted from the proceeds of the sale at time of settlement and itemized for Oak Harbor. Mather Auctioneers will charge a 10% buyers premium at the auction and credit card fees will be prorated to sellers.

TIME (DATE) CONSIDERATIONS: Saturday, June 6, 2015 is the date of the auction. We recommend scheduling a preview on Friday, June 5th.

OTHER CONSIDERATIONS: Mather will arrange for a concessionaire to be on site sale day at no charge. Any sani-cans needed would be charged with expenses.

We look forward to being of service to Oak Harbor again. Thank you for your consideration..

Sincerely,


Harold Mather
Harold Mather Inc., Auctioneers

Email: matherauc@msn.com
Direct Phone: 253 381 0467

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

Bill No. C/A 6.g
Date: February 20, 2015
Subject: Surplus and Sale of Dodge
Charger

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing the surplus and sale of the City's 2012 Dodge Charger to the City of Port Angeles in the amount of \$20,000.00.

BACKGROUND / SUMMARY INFORMATION

In order to save cost and be more efficient, staff would like to standardize the patrol fleet. The 2015-2016 biennial budgets include the funds to replace the remainder patrol vehicles, with the exception of the 2012 Dodge Charger, with Ford Interceptor SUV's.

The 2012 Dodge Charger was purchased with insurance money in 2012 to replace a totaled Ford Crown Victoria. It was determined at the time that the Dodge Charger and/or a Chevrolet Caprice would suit the City's needs best. The lower cost vehicle was the Dodge Charger and therefore, it was purchased and outfitted for patrol use.

Through discussions with one of our vendors, staff discovered that the City of Port Angeles runs Dodge Chargers and would be interested in purchasing our Dodge Charger. Inquiries were made and they are very interested in buying the Dodge Charger.

Staff determined that the fair market value of the Dodge Charger would be as follows:

Bluebook value-\$16,958.00

Wheels and tires-\$1,258.00

Fair Market Value-\$18,216.00

Sale Price-\$20,000.00

In addition, the vehicle will come with everything installed, excluding the radio, radar, car mount for computer and the Feeney wireless box, which can be used in the replacement vehicle. The remainder items are only compatible with the Dodge Charger and therefore, are of no use to the fleet.

The City of Port Angeles has agreed to the sale price and would like to move forward with the purchase. In order to make this happen, City Council approval is needed to surplus and approve the sale.

The next step would be for staff to bring forward the next round of patrol vehicle replacements, including one additional one to replace the Dodge Charger. Staff has scheduled to discuss the next round of replacements at the City Council workshop in late March.

LEGAL AUTHORITY

Oak Harbor Municipal Code 2.320.030 allows the Mayor's designee (the Budget and Purchasing Specialist) to dispose of surplus personal property items belonging to the City.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bill No. C/A 6.h
Date: February 20, 2015
Subject: Interlocal Agreement- Auction
Services with North Whidbey
Fire

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

The purpose of this agenda bill is to authorize the City of Oak Harbor to enter into an Interlocal Agreement to establish mutual aid and cooperation in allowing both the City of Oak Harbor and North Whidbey Fire to join together to surplus items via an auction method.

BACKGROUND / SUMMARY INFORMATION

In the past, the City of Oak Harbor has joined forces with a variety of entities to ensure a successful and cost effective auction. The auctioneer fee is based on the potential size of the auction and the advertising costs are shared among all entities. This allows for the City to save money by lowering the auctioneer fee and by sharing the advertising costs.

The City of Oak Harbor will take the lead, as we have done in the past and our responsibilities and those of our joint partners are outlined in the interlocal agreement attached.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Interlocal Agreement-North Whidbey Fire](#)

**INTERLOCAL AGREEMENT FOR MUTAL AID AND COOPERATION OF AUCTION SERVICES BETWEEN THE
CITY OF OAK HARBOR, WASHINGTON AND NORTH WHIDBEY FIRE AND RESCUE**

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the CITY OF OAK HARBOR, WASHINGTON, a municipal corporation, hereinafter referred to as "Oak Harbor", and NORTH WHIDBEY FIRE AND RESCUE, a fire protection district in Washington, hereinafter referred to as "North Whidbey Fire".

WINESETH:

WHEREAS, North Whidbey Fire desires to join the City of Oak Harbor in the annual City-Wide Auction; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

Purpose: The purpose of this agreement is to establish mutual aid and cooperation in allowing both Oak Harbor and North Whidbey Fire to join together to surplus items via an auction method.

Responsibilities of Oak Harbor: Oak Harbor shall have the following duties and responsibilities under this Agreement;

1. Oak Harbor will procure the Auctioneer and be responsible of all transactions with said vendor.
2. Oak Harbor will provide the auction site and all security necessary to ensure auction items are stored, sold and removed from site.
3. Oak Harbor will pay their fair share of advertising costs.
4. Oak Harbor will pay the 6% auction fee based on the gross total of Oak Harbor items.

Responsibilities of North Whidbey Fire: North Whidbey Fire shall have the following duties and responsibilities under this Agreement;

1. North Whidbey Fire will surplus their items as outlined in their surplus and disposal procedures.
2. North Whidbey Fire will provide Oak Harbor with a detailed list of items to be sold.
3. North Whidbey Fire will provide Oak Harbor with all surplus vehicle and equipment titles, if applicable.
4. North Whidbey Fire will transport all items to designated area by the designated time set forward by the auctioneer.
5. North Whidbey Fire will pay their fair share of advertising costs.
6. North Whidbey Fire will pay the 6% auction fee based on the gross total of North Whidbey Fire items.

Representation, Warranties, and Indemnities:

- A. Oak Harbor represents and warrants to North Whidbey Fire that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. North Whidbey Fire represents and warrants to Oak Harbor that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. It is understood and agreed between the parties hereto that both Oak Harbor and North Whidbey Fire agree to protect, defend, indemnify and hold harmless one another, its council, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs, and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of the Agreement by either party.

Duration of Agreement. This agreement will expire June 30, 2015.

Termination of Agreement. Either party may terminate this Agreement, by providing written notice to the designated contact for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Interlocal Cooperation Act. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. Oak Harbor shall be designated as the Administrator of this Interlocal Agreement.

Entire Agreement. This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the

parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

Insurance. Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.

Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

Litigation. In the event that any suite or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce and interpret this Agreement shall lie in the Superior Court for Oak Harbor School District, Washington.

Notices. All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Oak Harbor:

Scott Dudley
Mayor
865 SE Barrington Drive
Oak Harbor, WA 98277

To North Whidbey Fire:

Filing of Agreement. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first above written.

ENTERED this ____ day of _____, 2015.

CITY OF OAK HARBOR

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

NORTH WHIDBEY FIRE AND RESCUE

(Title)

ATTEST:

(Title)

APPROVED AS TO FORM:

(Title)

DRAFT

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

Bill No. C/A 6.i
Date: February 20, 2015
Subject: Interlocal Agreement- Auction
Services with Island County

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion to authorize the Mayor to enter into an Interlocal Agreement to establish mutual aid and cooperation in allowing both the City of Oak Harbor and Island County to join together to surplus items via an auction method.

BACKGROUND / SUMMARY INFORMATION

In the past, the City of Oak Harbor has joined forces with a variety of entities to ensure a successful and cost effective auction. The auctioneer fee is based on the potential size of the auction and the advertising costs are shared among all entities. This allows for the City to save money by lowering the auctioneer fee and by sharing the advertising costs.

The City of Oak Harbor will take the lead, as we have done in the past and our responsibilities and those of our joint partners are outlined in the interlocal agreement attached.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Interlocal Agreement-Island County](#)

**INTERLOCAL AGREEMENT FOR MUTAL AID AND COOPERATION OF AUCTION SERVICES BETWEEN THE
CITY OF OAK HARBOR, WASHINGTON AND ISLAND COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the CITY OF OAK HARBOR, WASHINGTON, a municipal corporation, hereinafter referred to as "Oak Harbor", and ISLAND COUNTY, WASHINGTON, a public corporation, hereinafter referred to as "Island County".

WINESETH:

WHEREAS, Island County desires to join the City of Oak Harbor in the annual City-Wide Auction; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

Purpose: The purpose of this agreement is to establish mutual aid and cooperation in allowing both Oak Harbor and Island County to join together to surplus items via an auction method.

Responsibilities of Oak Harbor: Oak Harbor shall have the following duties and responsibilities under this Agreement;

1. Oak Harbor will procure the Auctioneer and be responsible of all transactions with said vendor.
2. Oak Harbor will provide the auction site and all security necessary to ensure auction items are stored, sold and removed from site.
3. Oak Harbor will pay their fair share of advertising costs.
4. Oak Harbor will pay the 6% auction fee based on the gross total of Oak Harbor items.

Responsibilities of Island County: Island County shall have the following duties and responsibilities under this Agreement;

1. Island County will surplus their items as outlined in their surplus and disposal procedures.
2. Island County will provide Oak Harbor with a detailed list of items to be sold.
3. Island County will provide Oak Harbor with all surplus vehicle and equipment titles, if applicable.
4. Island County will transport all items to designated area by the designated time set forward by the auctioneer.
5. Island County will pay their fair share of advertising costs.
6. Island County will pay the 6% auction fee based on the gross total of Island County items.

Representation, Warranties, and Indemnities:

- A. Oak Harbor represents and warrants to Island County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. Island County represents and warrants to Oak Harbor that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. It is understood and agreed between the parties hereto that both Oak Harbor and Island County agree to protect, defend, indemnify and hold harmless one another, its council, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs, and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of the Agreement by either party.

Duration of Agreement. This agreement will expire June 30, 2015.

Termination of Agreement. Either party may terminate this Agreement, by providing written notice to the designated contact for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Interlocal Cooperation Act. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. Oak Harbor shall be designated as the Administrator of this Interlocal Agreement.

Entire Agreement. This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

Insurance. Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.

Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

Litigation. In the event that any suite or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce and interpret this Agreement shall lie in the Superior Court for Oak Harbor School District, Washington.

Notices. All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Oak Harbor:

Scott Dudley
Mayor
865 SE Barrington Drive
Oak Harbor, WA 98277

To Island County:

Filing of Agreement. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first above written.

ENTERED this ____ **day of** _____, **2015.**

CITY OF OAK HARBOR

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ISLAND COUNTY

(Title)

ATTEST:

(Title)

APPROVED AS TO FORM:

(Title)

DRAFT

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

Bill No. C/A 6.j
Date: February 20, 2015
Subject: Interlocal Agreement- Auction
Services with Oak Harbor
School District

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion to authorize the Mayor to enter into an Interlocal Agreement to establish mutual aid and cooperation in allowing both the City of Oak Harbor and Oak Harbor School District to join together to surplus items via an auction method.

BACKGROUND / SUMMARY INFORMATION

In the past, the City of Oak Harbor has joined forces with a variety of entities to ensure a successful and cost effective auction. The auctioneer fee is based on the potential size of the auction and the advertising costs are shared among all entities. This allows for the City to save money by lowering the auctioneer fee and by sharing the advertising costs.

The City of Oak Harbor will take the lead, as we have done in the past and our responsibilities and those of our joint partners are outlined in the interlocal agreement attached.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Interlocal Agreement-Oak Harbor School District](#)

**INTERLOCAL AGREEMENT FOR MUTAL AID AND COOPERATION OF AUCTION SERVICES BETWEEN THE
CITY OF OAK HARBOR, WASHINGTON AND THE OAK HARBOR SCHOOL DISTRICT, WASHINGTON**

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the CITY OF OAK HARBOR, WASHINGTON, a municipal corporation, hereinafter referred to as "Oak Harbor", and OAK HARBOR SCHOOL DISTRICT, WASHINGTON, a public corporation, hereinafter referred to as "Oak Harbor School District".

WINESETH:

WHEREAS, Oak Harbor School District desires to join the City of Oak Harbor in the annual City-Wide Auction; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

Purpose: The purpose of this agreement is to establish mutual aid and cooperation in allowing both Oak Harbor and Oak Harbor School District to join together to surplus items via an auction method.

Responsibilities of Oak Harbor: Oak Harbor shall have the following duties and responsibilities under this Agreement;

1. Oak Harbor will procure the Auctioneer and be responsible of all transactions with said vendor.
2. Oak Harbor will provide the auction site and all security necessary to ensure auction items are stored, sold and removed from site.
3. Oak Harbor will pay their fair share of advertising costs.
4. Oak Harbor will pay the 6% auction fee based on the gross total of Oak Harbor items.

Responsibilities of Oak Harbor School District: Oak Harbor School District shall have the following duties and responsibilities under this Agreement;

1. Oak Harbor School District will surplus their items as outlined in their surplus and disposal procedures.
2. Oak Harbor School District will provide Oak Harbor with a detailed list of items to be sold.
3. Oak Harbor School District will provide Oak Harbor with all surplus vehicle and equipment titles, if applicable.
4. Oak Harbor School District will transport all items to designated area by the designated time set forward by the auctioneer.
5. Oak Harbor School District will pay their fair share of advertising costs.
6. Oak Harbor School District will pay the 6% auction fee based on the gross total of Oak Harbor School District items.

Representation, Warranties, and Indemnities:

- A. Oak Harbor represents and warrants to Oak Harbor School District that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. Oak Harbor School District represents and warrants to Oak Harbor that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. It is understood and agreed between the parties hereto that both Oak Harbor and Oak Harbor School District agree to protect, defend, indemnify and hold harmless one another, its council, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs, and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of the Agreement by either party.

Duration of Agreement. This agreement will expire June 30, 2015.

Termination of Agreement. Either party may terminate this Agreement, by providing written notice to the designated contact for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Interlocal Cooperation Act. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. Oak Harbor shall be designated as the Administrator of this Interlocal Agreement.

Entire Agreement. This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the

parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

Insurance. Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.

Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

Litigation. In the event that any suite or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce and interpret this Agreement shall lie in the Superior Court for Oak Harbor School District, Washington.

Notices. All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Oak Harbor:

Scott Dudley
Mayor
865 SE Barrington Drive
Oak Harbor, WA 98277

To Oak Harbor School District:

Filing of Agreement. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first above written.

ENTERED this ____ day of _____, 2015.

CITY OF OAK HARBOR

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

OAK HARBOR SCHOOL DISTRICT

(Title)

ATTEST:

(Title)

APPROVED AS TO FORM:

(Title)

DRAFT

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

Bill No. 8.a
Date: February 20, 2015
Subject: Ordinance No. 1722: Impact
Fee Reduction Code

FROM: Steve Powers, Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adopt Ordinance No. 1722.

BACKGROUND / SUMMARY INFORMATION

This agenda bill proposes an ordinance to extend the temporary reduction in impact fees for residential development.

On February 19, 2013, the City Council adopted Ordinance No. 1643 which reduced by 50% the amount of park and transportation impact fees paid by residential development. This action was taken to provide an incentive to residential development. The adopted ordinance noted the impact the recession had on the homebuilding industry and that recovery of that industry is an important part of overall economic recovery. It also established the City Council's desire to provide incentives to this industry through the temporary reduction of impact fees. The temporary reduction was set to expire on February 28, 2014. On February 18, 2014, the City Council adopted Ordinance No. 1688 which extended the sunset date of the reduced impact fees until September 3, 2014. On September 2, 2014 the Council adopted Ordinance No. 1695 which extended the sunset date of the reduced impact fees until March 4, 2015.

Building permit activity has remained steady during the period of time the reduced impact fees have applied. Approval of Ordinance No. 1722 (Attachment 2) will extend the reduced impact fees for residential development for a period of one year.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: N/A

Appropriation Source: N/A

The current impact fee reduction applies to residential building permits and reduces by fifty percent the dollar amount paid for each permit for park and transportation impact fees. The amount of impact fees collected is directly related to the number of building permits issued that are subject to the fees.

Attachment 1 displays residential building permit activity, and the impact fees collected, for the fourteen month period prior to the initiation of the reduced fees until the present time.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This particular ordinance was not presented at a workshop, however previous ones were. The possible extension of this ordinance was also mentioned during review of the 2015-2020 Capital Improvements Plan.

ATTACHMENTS

1. [Summary of Reduced Impact Fees Collected](#)
2. [Ordinance No. 1722](#)

Summary of Reduced Impact Fees Collected

Month	Park Impact Fees						Transportation Impact Fees					
	2012		2013		2014		2012		2013		2014	
	Permits	Fees	Permits	Fees	Permits	Fees	Permits	Fees	Permits	Fees	Permits	Fees
Jan	2	\$3,346.00	4	\$6,692.00	2	\$1,673.00	2	\$1,814.00	4	\$3,628.00	2	\$907.00
Feb	1	\$1,673.00	3	\$5,019.00	3	\$2,509.50	1	\$907.00	3	\$2,721.00	3	\$1,360.50
March	1	\$1,673.00	3	\$2,509.50	11	\$9,201.50	1	\$907.00	3	\$1,360.50	11	\$4,988.50
April	8	\$13,384.00	2	\$1,673.00	9	\$7,528.50	8	\$7,256.00	2	\$907.00	9	\$4,081.50
May	2	\$3,346.00	3	\$2,509.50	5	\$4,182.50	2	\$1,814.00	3	\$1,360.50	5	\$2,267.50
June	3	\$5,019.00	1	\$836.50	3	\$2,509.50	3	\$2,721.00	1	\$453.50	3	\$1,360.50
July	2	\$3,346.00	12	\$10,038.00	5	\$4,182.50	2	\$1,814.00	12	\$5,442.00	5	\$2,267.50
August	6	\$10,038.00	6	\$5,019.00	2	\$1,673.50	6	\$5,442.00	6	\$2,721.00	2	\$907.00
Sept.	3	\$3,916.50	6	\$5,019.00	4	\$3,346.00	3	\$2,721.00	6	\$2,721.00	5	\$4,170.00
October	10	\$16,730.00	4	\$3,346.00	4	\$3,346.00	10	\$9,070.00	4	\$1,814.00	5	\$11,238.00
Nov.	0	\$0.00	1	\$836.50	3	\$2,509.50	0	\$0.00	1	\$453.50	4	\$3,716.50
Dec.	0	\$0.00	8	\$6,692.00	4	\$3,346.00	0	\$0.00	8	\$3,628.00	5	\$4,170.12
Total	38	\$62,471.50	53	\$50,190.00	55	\$46,008.00	38	\$34,466.00	53	\$27,210.00	59	\$41,434.62

Notes:

1. Park and transportation impact fees per unit reduced by 50% under Ord. No. 1643, 1688 and 1695.
2. Reduced park fee = \$836.50 per single-family home.
3. Reduced transportation fee = \$453.50 per single-family home.
4. Reduced impact fees applied from March 1, 2013 through present date (shown in grey shaded areas).
Collected fees for that time are \$84,487.00 for parks and \$62,295.62 for transportation.

ORDINANCE NO. 1722

AN ORDINANCE OF THE CITY OF OAK HARBOR EXTENDING THE REDUCED PARK AND TRANSPORTATION IMPACT FEES FOR RESIDENTIAL DEVELOPMENT AND AMENDING SECTION SEVEN (7) OF ORDINANCE NO. 1643

WHEREAS, the City Council of the City of Oak Harbor adopted Ordinance No. 1643 on February 19, 2013; and

WHEREAS, that ordinance reduced by fifty percent (50%) the amount of park and transportation impact fees paid by residential development for the period of time from March 1, 2013 until February 28, 2014; and

WHEREAS, on February 18, 2014 the City Council extended the sunset date of that ordinance until September 3, 2014 with the adoption of Ordinance No. 1688; and

WHEREAS, on September 2, 2014 the City Council extended the sunset date of that ordinance until March 4, 2015 with the adoption of Ordinance No. 1695; and

WHEREAS, the City Council believes an extension of this incentive is necessary to further support the rebounding of the homebuilding industry.

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

Section One. Section seven (7) of Ordinance No. 1643 is hereby amended to read as follows: This ordinance shall be in full force and effect on February 18, 2015. The portions of the ordinance that reduce the amount of impact fees collected shall remain in effect until February 17, 2016.

Section Two. All other provisions of Ordinance No. 1643 shall remain in effect.

Section Three. 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 Four. Effective Date. This Ordinance shall be in full force and effect on February 18, 2015.

PASSED by the City Council this 17th day of March 2015.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

Date of Publication: _____

Effective Date: _____