



**April 16, 2013**

**CITY COUNCIL AGENDA**

**6:00 p.m.**

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- 1. CALL TO ORDER**  
Roll Call/Pledge of Allegiance/Invocation
- 2. APPROVAL OF AGENDA**
- 3. PRESENTATIONS OF OTHER NON-ACTION COUNCIL ITEMS**
  - Proclamation for Pay It Forward Day
  - Proclamation for National Day of Prayer
  - Proclamation for Arbor Day
  - Proclamation for Earth Day
  - Planning Commission Annual Report
  - Fire Department Annual Report
- 4. CITIZEN COMMENT PERIOD**
- 5. CONSENT AGENDA**
  - a. Minutes of the Regular City Council Meeting of April 2, 2013
  - b. Motion to approve Accounts Payable Voucher Nos. 153693 through 153698 in the amount of \$441.03; and Nos. 153699 through 153900 in the amount of \$355,154.27
  - c. Motion to authorize the Mayor to sign the 2013 Interlocal Cooperative Agreement between Whatcom County and City of Oak Harbor for Mini-Chain Services
  - d. Motion to authorize the Mayor to sign the Hearing Examiner Services Agreement with Michael Bobbink
  - e. Motion to set a date (TBD) for a retreat to discuss long-term financial and organizational goals with respect to employee health care plans
- 6. HEARINGS AND ORDINANCES/RESOLUTIONS**
  - a. Ordinance 1655: Relating to the Marina Advisory Committee and Amending Chapter 2.30 of the OHMC (Remanded back to staff 04/02/13)



**April 16, 2013**

**CITY COUNCIL AGENDA**

**6:00 p.m.**

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**7. NEW BUSINESS**

- a. (1) Motion to authorize the Mayor to sign an agreement with Campground Automation Systems for the installation of an automated pay station at the Windjammer/Staysail RV Park, and for associated online reservations system
- (2) Motion to authorize staff to solicit bids to construct a shelter around the automated pay station
- b. Motion to authorize the Mayor to sign an extension to the contract with Weed, Graafstra and Benson, Inc. P.S.
- c. Discussion – Council Travel Policy and Budget

**8. EXECUTIVE SESSION – Property Acquisition and Potential Litigation**

**9. CITY ADMINISTRATOR COMMENTS**

**10. COUNCILMEMBER'S COMMENTS**

**11. MAYOR'S COMMENTS**

**12. ADJOURNMENT**

As a courtesy to Council and the audience, PLEASE TURN YOUR CELL PHONES OFF before the meeting begins. During the Public Comment 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.

# City of Oak Harbor

OFFICE OF THE MAYOR  
SCOTT DUDLEY  
MAYOR



## **PROCLAMATION IN RECOGNITION OF**

# **PAY IT FORWARD DAY**

## **APRIL 25, 2013**

**WHEREAS,** The aim of the Pay it Forward concept is to promote community spirit through intentional acts of kindness; and

**WHEREAS,** the *Pay It Forward* novel, written by Catherine Ryan Hyde in 2000, has inspired the creation of a movie, a non-profit foundation, and a movement that has been vital in inspiring millions of good deeds all over the world; and

**WHEREAS,** Pay It Forward Day was created in 2007 in Australia to further the altruistic movement of goodwill; and

**WHEREAS,** Pay It Forward Day is a worldwide effort being supported by people in more than 52 countries on 6 continents; and

**WHEREAS,** Pay It Forward Day encourages people to do good deeds for others without asking for anything in return except for the recipients to pay it forward to others in need; and

**WHEREAS,** together we can make a difference by creating positive change in our community and world – one good deed at a time.

**NOW, THEREFORE, WE,** Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **April 25, 2013** as **Pay It Forward Day** in Oak Harbor and urge all citizens to observe this day with activities and acts of kindness that demonstrate and celebrate selfless giving.

Signed this 16<sup>th</sup> day of April, 2013

  
Scott Dudley, Mayor

# City of Oak Harbor

OFFICE OF THE MAYOR  
SCOTT DUDLEY  
MAYOR



## **PROCLAMATION IN RECOGNITION OF**

# **NATIONAL DAY OF PRAYER MAY 2, 2013**

**WHEREAS**, On April 17, 1952 the Congress of the United States approved the Joint Resolution to provide for setting aside an appropriate day when all citizens could unite in prayer; and

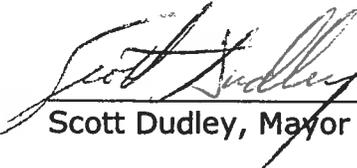
**WHEREAS**, the history of our nation is permanently marked with the role that prayer has played in the lives of individuals and our great nation; and

**WHEREAS**, historically our greatest leaders have prayed for comfort in a time of grief, for understanding in a time of anger, and for protection in a time of uncertainty; and

**WHEREAS**, the virtues of prayer reflect a common bond; hopes and aspirations, sorrows and fears, remorse and renewed resolve, thanks and joyful praise.

**NOW, THEREFORE, I**, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **May 2, 2013** as the **National Day of Prayer** in the City of Oak Harbor in keeping with the wishes of the Congress of the United States, and urge all citizens to join in this special observance.

Signed this 16<sup>th</sup> day of April, 2013

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

# City of Oak Harbor

OFFICE OF THE MAYOR  
SCOTT DUDLEY  
MAYOR



## **PROCLAMATION IN RECOGNITION OF**

### **ARBOR DAY**

**WHEREAS**, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and;

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and;

**WHEREAS**, Arbor Day is now observed throughout our nation and the world, and;

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife, and;

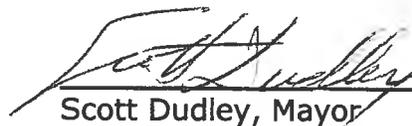
**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and;

**WHEREAS**, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community, and;

**WHEREAS**, since 2003, the City of Oak Harbor has been continually recognized by the Arbor Day Foundation as a Tree City, and;

**NOW, THEREFORE, WE**, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **April 26, 2013** as **Arbor Day** in the City of Oak Harbor, and urge all citizens to celebrate Arbor Day, support efforts to protect our trees and woodlands, and to plant trees.

Signed this 16<sup>th</sup> day of April, 2013

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

# City of Oak Harbor

OFFICE OF THE MAYOR  
SCOTT DUDLEY  
MAYOR



## **PROCLAMATION IN RECOGNITION OF**

# **EARTH DAY**

**WHEREAS**, The first Earth Day was celebrated on April 22, 1970, with the goal of inspiring environmental awareness and encouraging the conservation, protection, and appreciation of our nation's natural resources, and;

**WHEREAS**, the Earth Day movement has created a groundswell of public support, leading to the protection of our nation's land, air and water resources, and;

**WHEREAS**, in 1990, Earth Day went global and garnered the support of 200 million people from 141 countries in an effort to raise international awareness, and;

**WHEREAS**, the global community now faces extraordinary challenges, such as global health issues, food and water shortages, and economic struggles, and;

**WHEREAS**, there are economic, environmental and social reasons for state and local governments to initiate energy efficiency and renewable energy practices, and;

**WHEREAS**, Earth Day offers citizens an unprecedented opportunity to take a moment to consider what each of us can do to ensure the long-term sustainability of the environment.

**NOW, THEREFORE, WE**, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby designate **April 22, 2013** as **Earth Day** in the City of Oak Harbor.

Signed this 16<sup>th</sup> day of April, 2013

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

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

**Bill No.** \_\_\_\_\_  
**Date:** April 16, 2013  
**Subject:** Planning Commission  
2012 Annual Report

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

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

\_\_\_\_\_  
Scott Dudley, Mayor  
*Jac* \_\_\_\_\_ Larry Cort, City Administrator  
*DM* \_\_\_\_\_ Doug Merriman, Finance Director  
\_\_\_\_\_  
Grant Weed, Interim City Attorney, as to form

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**PURPOSE**

This agenda bill transmits the Planning Commission's 2012 Annual Report to the City Council.

**AUTHORITY**

N/A

**FISCAL IMPACT DESCRIPTION**

Funds Required: N/A

Appropriation Source: N/A

**SUMMARY STATEMENT**

Staff will present the Planning Commission 2012 Annual Report to the City Council. Members of the Planning Commission may be in attendance at the Council meeting.

**STANDING COMMITTEE REPORT**

N/A

**RECOMMENDED ACTION**

No action is required – this item is for information only.

**ATTACHMENTS**

Planning Commission 2012 Annual Report



## City of Oak Harbor

### Planning Commission's Annual Report to the City Council

2012



*Quiet Evening Downtown  
SE Pioneer Way by Arnold Peterschmidt, June 2012*

## **Table of Contents**

Section One: Accomplishments

- **Summary of 2012 Accomplishments.....Page 3**

Section Two: 2013 Work Program

- **Proposed 2013 Work Program.....Page 5**

Section Three: Planning Commission

**General Recommendations to the City Council.....Page 8**

### **2013 Planning Commission Members**

Keith Fakkema, Chair  
Greg Wasinger, Vice Chair  
Kristi Jensen  
Dave Fikse  
Bruce Freeman  
Ana Maria Schlecht  
Sandi Peterson

### **2012 Planning Commission Members**

Bruce Neil, Chair  
Keith Fakkema, Vice Chair  
Kristi Jensen  
Greg Wasinger  
Jeff Wallin  
Gerry Oliver  
Jill Johnson

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**Planning Commission's Annual Report to the City Council  
2012**

**Section 1: Accomplishments**

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## **Summary of 2012 Accomplishments**

- Comp Plan Amendments
  - Mandated Items
    1. Capital Improvements Plan
    2. Shoreline Master Program Update
    3. Adoption of Official Zoning Map
  - Discretionary Amendments
    1. Review of whether current Comprehensive Plan goals and policies adequately identify and protect view corridors within the City.
    2. Land use change for properties located on SE Catalina Drive south of Pioneer Way
  
- Six-Year Transportation Improvement Program Update
  
- Shoreline Master Program – A comprehensive update was completed to meet State law
  
- Code Amendments
  - Sign Code Update - provisions for temporary political, commercial, and non-commercial signs on public and private property
  - Night Club Ordinance – review of possible approaches to regulating the size of nightclubs
  
- Development Review
  - Fairway Point PRD Modification to Consider Accessory Dwelling Units
  - Permit Extension for Adult Day Care Conditional Use Permit
  
- Annual Report to City Council
  - 2013 Planning Commission work program
  - Planning Commission accomplishments in 2012

**Detail of  
Planning Commission 2012 Activities**

**JANUARY**

**January 24, 2012**

**2012 COMPREHENSIVE PLAN AMENDMENT DOCKET – Public Hearing**

The Planning Commission conducted a public hearing on the preliminary docket for the 2012 Comprehensive Plan amendment process. Planning Commissioners evaluated several discretionary items at their November 22, 2011 meeting and made their final recommendation to the City Council as to which discretionary items should be placed on the 2012 Comprehensive Plan Amendment Docket.

**MOTION: MR. WALLIN MOVED, MR. FAKKEMA SECONDED A MOTION TO RECOMMEND THAT THE CITY COUNCIL PLACE ALL THREE MANDATED AMENDMENTS ON THE 2012 COMPREHENSIVE PLAN DOCKET. MOTION CARRIED.**

**MANDATED ITEMS:**

**Capital Improvements Plan (CIP)  
Shoreline Master Program (SMP) Update  
Comprehensive Plan Update 2016 Preparation**

**MOTION: MR. OLIVER MOVED, MR. WALLIN SECONDED A MOTION TO RECOMMEND THAT THE CITY COUNCIL REMOVE THE REVIEW OF COMMERCIAL LANDS INVENTORY FROM THE 2012 COMPREHENSIVE PLAN DOCKET. MOTION CARRIED.**

**MOTION: MS. JOHNSON-PFEIFFER MOVED TO REFER REVIEW OF THE NON-ENTERPRISE FUNDED PROJECTS LISTED IN THE CITY'S CAPITAL IMPROVEMENT PLAN BACK TO THE COUNCIL FOR FURTHER CLARIFICATION ON PLANNING COMMISSION ACTION.**

**MS. JOHNSON-PFEIFFER WITHDREW THE MOTION.**

**MOTION: MS. JOHNSON-PFEIFFER MOVED, MR. FAKKEMA SECONDED A MOTION TO RECOMMEND THAT THE CITY COUNCIL REMOVE THE REVIEW OF THE NON-ENTERPRISE FUNDED PROJECTS LISTED IN THE CITY'S CAPITAL IMPROVEMENT PLAN FROM THE DOCKET.**

**VOTE ON THE MOTION: MS. JOHNSON-PFEIFFER, MR. FAKKEMA AND MR. OLIVER VOTED IN FAVOR OF THE MOTION. MR. WALLIN OPPOSED. THE MOTION CARRIED.**

**MOTION: MR. OLIVER MOVED, MS. JOHNSON-PFEIFFER SECONDED, A MOTION TO RECOMMEND THAT THE CITY COUNCIL PLACE THE REVIEW OF WHETHER THE CURRENT COMPREHENSIVE PLAN GOALS AND POLICIES ADEQUATELY IDENTIFY AND PROTECT VIEW CORRIDORS WITHIN THE CITY ON THE 2012 COMPREHENSIVE PLAN DOCKET.**

**VOTE ON THE MOTION: MS. JOHNSON-PFEIFFER, MR. WALLIN AND MR. OLIVER VOTED IN FAVOR OF THE MOTION. MR. FAKKEMA OPPOSED THE MOTION CARRIED.**

**MOTION: MR. OLIVER MOVED, MR. FAKKEMA SECONDED, A MOTION TO RECOMMEND THAT THE CITY COUNCIL REMOVE FROM THE 2012 COMPREHENSIVE PLAN DOCKET THE REVIEW OF THE CURRENT COMPREHENSIVE PLAN GOALS AND POLICIES FOR ADEQUACY IN PROTECTING THE CITY FROM THE PROLIFERATION OF SIGNS. MOTION CARRIED.**

**MOTION: MS. JOHNSON-PFEIFFER MOVED, MR. WALLIN SECONDED, A MOTION TO RECOMMEND THAT THE CITY COUNCIL PLACE THE SHORELINE MASTER PROGRAM AMENDMENT AND LAND USE CHANGE FOR PROPERTIES LOCATED ON SE CATALINA DRIVE SOUTH OF PIONEER WAY ON THE 2012 COMPREHENSIVE PLAN DOCKET.**

**VOTE ON THE MOTION: MOTION CARRIED UNANIMOUSLY.**

## **FEBRUARY**

**February 28, 2012**

### **SIGN CODE UPDATE – Public Meeting**

The Planning Commission continued its discussion of amendments to OHMC 19.36.080 (“Temporary and Special Signs”). Staff facilitated further discussion about amendments to the temporary sign code section. The proposed code amendments address time, manner, and place provisions for temporary signs, especially political signs, located on public property. **No Action**

### **WWTP Facility Plan – Public Meeting**

The Planning Commission received a briefing on the City’s facility planning process for a new wastewater treatment plant. **No Action**

## **MARCH**

**March 27, 2012**

### **SIGN CODE UPDATE – Public Hearing**

The Planning Commission continued its discussion of amendments to OHMC 19.36.080 (“Temporary and Special Signs”). Staff released a draft of the proposed code amendments. The proposed code amendments address time, manner, and place provisions for temporary signs. The amendments include changes to the code for commercial signs and political signs on public and private property. Planning Commission also accepted comments in a public hearing for this issue. **No Action**

## **APRIL**

**April 24, 2012**

### **Adoption of Official Zoning Map – Public Hearing**

The Planning Commission held a public hearing on adoption of the Official Zoning Map for the City of Oak Harbor. The Planning Commission forwarded a recommendation to City Council for their May 1, 2012 meeting. Shall City Council decide to approve this item, the ordinance shall be adopted and the zoning map made official by the signatures of the Mayor and City Clerk.

**ACTION: MR. OLIVER MOVED, MRS. JOHNSON-PFEIFFER SECONDED A MOTION TO RECOMMEND THAT THE CITY COUNCIL ADOPT THE ORDINANCE AND THE ATTACHED ZONING MAP. MOTION CARRIED UNANIMOUSLY.**

### **Nightclub Ordinance – Public Meeting**

The Planning Commission held a public meeting to gather public input on whether nightclubs in Oak Harbor should be restricted by size based on the zoning district that they are located within. The basis for the request is to minimize the impacts that large nightclubs have on surrounding properties especially residential uses. **No Action**

### **Sign Code – Public Hearing**

The Planning Commission considered revisions to OHMC 19.36.080 “Temporary and Special Signs.” These revisions are meant to address political signs. This meeting was simply a notification to Planning Commission that staff will be requesting that City Council renew the interim sign code for another six-month period. Staff will return to Planning Commission with the draft temporary sign code in May. It is anticipated that Planning Commission will form a recommendation to City Council on the draft code. **No Action**

### **Shoreline Master Program Update – Public Meeting**

The City of Oak Harbor is required by the State of Washington to update its Shoreline Master Program (SMP). Staff will give an introductory presentation to Planning Commission on this topic, as well as discuss Chapters 1-3 of the draft document with the Commission. Staff expects that this will be the first of a series of five discussions on this topic. **No Action**

**MAY**

**May 22, 2012**

**SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) – Public Hearing**

The Planning Commission conducted a public hearing to consider the updates to the Six-Year Transportation Improvement Program for the years 2013-2018. The Planning Commission forwarded a recommendation to the City Council.

**ACTION: MR. WALLIN MOVED, MS. JENSEN SECONDED A MOTION TO RECOMMEND THAT THE CITY COUNCIL ADOPT THE 2013-2018 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM WITH THE CORRECTION OF THE IMPROVEMENT TYPE CODE TO NUMBER 4 FOR THE SW HELLER STREET IMPROVEMENTS PROJECT. MOTION CARRIED.**

**SIGN CODE – Public Hearing**

The Planning Commission continued its discussion of amendments to OHMC 19.36.080 (“Temporary and Special Signs”). The proposed code amendments address time, manner, and place provisions for temporary political, commercial, and non-commercial signs on public and private property. Planning Commission will accepted comments in a public hearing for this issue.

**ACTION: MS. JOHNSON-PFEIFFER MOVED, MR. WALLIN SECONDED A MOTION TO RECOMMEND THAT THE CITY COUNCIL ADOPT THE SIGN CODE ORDINANCE INCLUDING THE LANGUAGE “APPEARANCE OF PROFESSIONALISM” AND THE ADDITION OF THE DEFINITION OF PUBLIC RIGHT-OF-WAY AND SOME INCLUSION OF RESTRICTIONS FOR RAISED PLANTERS WITHIN THE CENTRAL BUSINESS DISTRICT. MOTION CARRIED.**

**SHORELINE MASTER PROGRAM (SMP) UPDATE – Public Meeting**

The City of Oak Harbor is required by the State of Washington to update its Shoreline Master Program (SMP). The Planning Commission will continue its discussion of the draft SMP document focusing on Chapter 1 “Introduction”, Chapter 2 “Environment Designation Provisions” and Chapter 3 “General Provisions.” Topics covered in this discussion included, shoreline environment designations, critical areas, public access, and vegetation conservation. **No Action**

**OHMC Chapter 17.24 SIDEWALKS, CURBS AND GUTTERS INSTALLATION – Public Meeting**

The Planning Commission discussed the building code as it relates to the requirement to provide sidewalks under certain development/redevelopment scenarios.

**ACTION: MR. WALLIN MOVED, MS. JENSEN SECONDED A MOTION TO MOVE THIS AGENDA ITEM TO THE NEXT PLANNING COMMISSION REGULAR BUSINESS MEETING. MOTION CARRIED.**

**JUNE – Meeting Cancelled due to lack of a quorum**

**June 26, 2012**

**FAIRWAY POINT PRD MODIFICATION TO CONSIDER ADU'S – Public Hearing**

The Planning Commission will hold a public hearing to gather public input and community interest on the proposal to add accessory dwelling units to the basements of homes on unbuilt lots within Divisions 1, 3, and 4 of Fairway Point PRD. Adding additional dwelling units to the subdivision changes the density of the PRD thus triggering a modification to the PRD and a public input process.

**NIGHTCLUB ORDINANCE – Public Meeting**

The Planning Commission will hold a public meeting to gather public input and further discuss options on how nightclubs in Oak Harbor should be regulated to reduce impacts on adjacent properties especially residential uses. This is a discussion item and options will be presented to pursue for code amendments.

**OHMC Chapter 17.24 SIDEWALKS, CURBS AND GUTTERS INSTALLATION – Public Meeting**

The Planning Commission will discuss the building code as it relates to the requirement to provide sidewalks under certain development/redevelopment scenarios.

**SHORELINE MASTER PROGRAM (SMP) UPDATE – Public Meeting**

The City of Oak Harbor is required by the State of Washington to update its Shoreline Master Program (SMP). The Planning Commission will continue its discussion of the draft SMP document focusing on Chapter 4 “Shoreline Use Provisions.” Topics covered in this discussion will include, shoreline setbacks, building heights, boating facilities, marinas, commercial development, and residential development.

**2012 COMPREHENSIVE PLAN AMENDMENT DISCUSSION – LAND USE CHANGE – Public Meeting**

The Planning Commission will begin a discussion on the land use changes for the uplands adjacent to the marina. The item was placed on the Comprehensive Plan Amendment docket for 2012 to consider a land use designation that would permit a wider range of uses such as commercial/industrial that can take advantage of the site's proximity and access to the water. This is a discussion item and **no action** or recommendation will be made at this time.

**JULY**

**July 24, 2012**

**FAIRWAY POINT PRD MODIFICATION TO CONSIDER ADU'S – Public Hearing**

The Planning Commission held a public hearing to gather public input and community interest on the proposal to add accessory dwelling units to the basements of homes on unbuilt lots within Divisions 1, 3, and 4 of Fairway Point PRD. Adding additional dwelling units to the subdivision changes the density of the PRD thus triggering a modification to the PRD and a public input process.

**ACTION: MR. OLIVER MOVED, MR. WALLIN SECONDED A MOTION TO CONTINUE THE FAIRWAY POINT PRD MODIFICATION TO CONSIDER ADU'S AGENDA ITEM TO NEXT MONTH'S PLANNING COMMISSION MEETING. MOTION CARRIED.**

**NIGHTCLUB ORDINANCE – Public Meeting**

The Planning Commission held a public meeting to gather public input and further discuss options on how nightclubs in Oak Harbor should be regulated to reduce impacts on adjacent properties especially residential uses. This is a discussion item and options will be presented to pursue for code amendments. **No Action.**

Staff and Planning Commission decided to hold a special meeting on Monday, August 14, 2012 at 5:00 p.m. to discuss the Shoreline Master Program Update and the 2012 Comprehensive Plan Amendments.

**OHMC Chapter 17.24 SIDEWALKS, CURBS AND GUTTERS INSTALLATION – Public Meeting**

The Planning Commission will discuss the building code as it relates to the requirement to provide sidewalks under certain development/redevelopment scenarios. **No Action**

**SHORELINE MASTER PROGRAM (SMP) UPDATE – Public Meeting**

The City of Oak Harbor is required by the State of Washington to update its Shoreline Master Program (SMP). The Planning Commission will continue its discussion of the draft SMP document focusing on Chapter 4 "Shoreline Use Provisions." Topics covered in this discussion will include, shoreline setbacks, building heights, boating facilities, marinas, commercial development, and residential development.

**2012 COMPREHENSIVE PLAN AMENDMENT DISCUSSION – LAND USE CHANGE – Public Meeting**

The Planning Commission began a discussion on the land use changes for the uplands adjacent to the marina. The item was placed on the Comprehensive Plan Amendment docket for 2012 to consider a land use designation that would permit a wider range of uses such as commercial/industrial that can take advantage of the site's proximity and access to the water. This is a discussion item and **no action** or recommendation was made at this time.

**AUGUST**

**August 14, 2012 – Special Meeting**

**SHORELINE MASTER PROGRAM (SMP) UPDATE – Public Meeting**

The City of Oak Harbor is required by the State of Washington to update its Shoreline Master Program (SMP). The Planning Commission will continue its discussion of the draft SMP document focusing on Chapter 4 "Shoreline Use Provisions." Topics covered in this discussion will include, shoreline setbacks, building heights, boating facilities, marinas, commercial development, and residential development. **No Action.**

**2012 COMPREHENSIVE PLAN AMENDMENT DISCUSSION – LAND USE CHANGE – Public Meeting**

The Planning Commission began a discussion on the land use changes for the uplands adjacent to the marina. The item was placed on the Comprehensive Plan Amendment docket for 2012 to consider a land use designation that would permit a wider range of uses such as commercial/industrial that can take advantage of the site's proximity and access to the water. **No Action.**

**August 28, 2012**

**FAIRWAY POINT PRD MODIFICATION TO CONSIDER ADU'S – Public Hearing**

The Planning Commission held a public hearing on a proposal to add accessory dwelling units to the basements of homes for up to six remaining lots to be developed within Division 4 of Fairway Point PRD. The Fairway Point subdivision is a planned residential development (PRD) which means that the development of the subdivision is tied to specific approved plans. A modification to these specific plans requires the Planning Commission to conduct a public hearing and make a recommendation to the City Council.

**ACTION: MR. OLIVER MOVED, MR. WALLIN SECONDED A MOTION TO CLOSE PUBLIC TESTIMONY. MOTION CARRIED.**

**MOTION: MR. OLIVER MOVED TO MAKE A RECOMMENDATION TO THE CITY COUNCIL TO DENY THE APPLICATION. MOTION DIED DUE TO A LACK OF A SECOND.**

**ACTION: MR. WALLIN MOVED, MR. WASINGER SECONDED A MOTION TO CONTINUE THE FAIRWAY POINT PRD MODIFICATION TO CONSIDER ADU'S TO SEPTEMBER 25 TO ALLOW THE COMMISSION TO REVIEW THE TESTEMONY AND MAKE A DECISION IN SEPTEMBER. MOTION CARRIED BY A VOTE OF TWO IN FAVOR AND ONE OPPOSED.**

**SHORELINE MASTER PROGRAM (SMP) UPDATE – Public Meeting**

The City of Oak Harbor is required by the State of Washington to update its Shoreline Master Program (SMP). The Planning Commission will continue its discussion of the Draft SMP document focusing on Chapter 5 "Shoreline Modification Provisions." Topics covered in this discussion will include, stabilization (including bulkheads), piers, docks, floats, and mooring balls and buoys. This is a discussion item and no action or recommendation will be made at this time. **No Action**

**SEPTEMBER**

**September 25, 2012**

**FAIRWAY POINT PRD DIVISION 4 MODIFICATION TO CONSIDER ADU'S – Public Hearing**

The Planning Commission held a public hearing on a proposal to add accessory dwelling units to homes for up to six remaining lots to be developed within Division 4 of Fairway Point PRD. The Planning Commission closed public testimony on the matter at the August 2012 meeting. It is expected that the Planning Commission will deliberate and make a recommendation to the City Council.

**ACTION: MS. JOHNSON-PHEIFFER MOVED, MR. WALLIN SECONDED TO RECOMMEND THAT CITY COUNCIL APPROVE THE ORDINANCE WITH THE ADDED LANGUAGE THAT ADU'S SHOULD ONLY OCCUR ON THE FOUR SOUTHERN LOTS. MOTION CARRIED UNANIMOUSLY.**

**NIGHTCLUB ORDINANCE – Public Meeting**

The Planning Commission will be presented with options on occupancy limit thresholds to consider in regulating nightclubs licenses in various zoning districts. This is a continued discussion on regulating the size of nightclubs.

**Planning Commissioners settled on the following limitations and to not make a recommendation regarding dealing with non-conforming license holders:**

<b>Zoning District</b>	<b>Planning Commission Recommendation</b>
Central Business District	300
C3, Community Commercial	300
C5, Highway Corridor Commercial	400
PBP, PIP	No limit
I, Industrial	No limit

**SHORELINE MASTER PROGRAM (SMP) UPDATE – Public Hearing**

The City of Oak Harbor is required by the State of Washington to update its Shoreline Master Program (SMP). The Planning Commission will continue its discussion of the Draft SMP. Staff will present the Washington Department of Ecology's requested changes to the document and concluding remarks to the Commission. Please note it is anticipated this will be the final Planning Commission consideration of this topic. It is expected that Commission will make a recommendation on the Draft SMP document and forward it to City Council for their consideration. Planning Commission will accept comments on the Draft SMP document in a public hearing.

**ACTION:** **MS. JOHNSON-PHEIFFER MOVED, MR. WALLIN SECONED A MOTION TO RECOMMEND THAT THE CITY COUNCIL APPROVE THE SHORELINE MASTER PROGRAM AND APPENDIX WITH THE UNDERSTANDING THAT STAFF WILL ATTACH A NON-REDLINE COPY OF THE CRITICAL AREAS ORDINANCE TITLE 20 OHMC AND REVISED MAP TO THE DRAFT SMP FOR CITY COUNCIL CONSIDERATION AND TO CHANGE PRIVATE DOCKS TO A PERMITTED USE IN THE URBAN MIXED USE ENVIRONMENT. MOTION CARRIED UNANIMOUSLY.**

**PERMIT EXTENSION FOR ADULT DAY CARE CONDITIONAL USE PERMIT – Public Hearing**

The Planning Commission held a public hearing to consider extending for two years a previously approved conditional use permit held by the Oak Harbor Senior Center to operate the Daybreak Adult Day Care out of a modular building at 917 E. Whidbey Avenue (Island County Parcel Number S7600-00-02604-0). This is a final decision of the Planning Commission.

**ACTION:** **MR. WALLIN MOVED, MR. WASINGER SECONED A MOTION TO ADOPT THE FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION OF PLANNING COMMISSION AND APPROVE THE 2 YEAR EXTENTION FOR THE USE OF THE MODULAR STRUCTURE IN THE PUBLIC FACILITIES ZONING DISTRICT. MOTION CARRIED UNANIMOUSLY.**

**2012 COMPREHENSIVE PLAN AMENDMENT DISCUSSION– Public Meeting**

The Planning Commission reviewed the draft Capital Improvements Plan for 2012 – 2018. The Capital Improvements Plan is updated every year with the annual Comprehensive Plan Amendments. The Capital Improvements Plan identifies the City's capital needs for the next six years. **No Action**

**OCTOBER**

**October 23, 2012**

**2012 COMPREHENSIVE PLAN AMENDMENTS– Public Hearing**

The Planning Commission opened a public hearing on the 2012 Comprehensive Plan Amendments. The amendments included creation of a new "Maritime" land use category that would allow water-dependent, water-oriented and other related commercial uses on property adjacent to the marina. The amendments also include updates to the Capital Improvements Plan. The Planning Commission will open and continued the public hearing to the November 27, 2012 meeting.

**2012 COMPREHENSIVE PLAN AMENDMENTS – SCENIC VIEWS – Public Meeting**

The Planning Commission was provided information on the public input gathered this year related to this topic. The Planning Commission included this item on the 2012 Comprehensive Plan Docket with an interest to protect view within the community. This item will likely continue into the 2013 amendments cycle.

**OHMC Chapter 17.24 SIDEWALKS, CURBS AND GUTTERS INSTALLATION – Public Meeting**

The Planning Commission discussed the building code as it relates to the requirement to provide sidewalks under certain development/redevelopment scenarios. Commissioners agreed that the 25% threshold was low and criteria should be built into the code that goes beyond the deferral. Increasing the threshold to 60% would narrow the subset of properties and would be consistent with the Fire Code, Building Code, and the Site Plan chapter. Staff will gather more information and prepare criteria for further discussion at the January 2013 meeting.

**NOVEMBER**

**November 27, 2012**

**2012 COMPREHENSIVE PLAN AMENDMENTS– Public Hearing**

The Planning Commission continued the public hearing on the 2012 Comprehensive Plan Amendments at the October 23, 2012 meeting. The Planning Commission closed the hearing at the meeting and formulated a recommendation to the City Council. The amendments include creation of a new “Maritime” land use category that would allow water-dependent, water-oriented and other related commercial uses on property adjacent to the marina. The amendments also include updates to the Capital Improvements Plan.

**ACTION: MR. WALLIN MOVED, MS. JENSEN SECONDED A MOTION TO RECOMMEND THAT THE CITY COUNCIL APPROVE THE 2012 COMPREHENSIVE PLAN AMENDMENTS. MOTION CARRIED.**

**2012 COMPREHENSIVE PLAN AMENDMENTS – SCENIC VIEWS – Public Meeting**

The Planning Commission considered a map of scenic view corridors and discussed draft criteria for determining which of the scenic views are in the public interest to preserve. This item was continued into the 2013 amendments cycle.

**2013 COMPREHENSIVE PLAN AMENDMENT DOCKET – Public Meeting**

The Planning Commission discussed the docket for the upcoming 2013 Comprehensive Plan Amendment cycle. The Comprehensive Plan is a document that establishes the community vision for Oak Harbor. The discussion may lead to a future recommendation on 2013 amendments that will then be added to the preliminary docket for further consideration.

**ELECTRONIC MESSAGE CENTER SIGNS CODE UPDATE – Public Meeting**

Staff briefed the Planning Commission on the existing electronic message center sign code as the first step in a process to consider amending the code.

**DECEMBER**

**December 11, 2012**

**2012 COMPREHENSIVE PLAN AMENDMENTS – SCENIC VIEWS – Public Meeting**

The Planning Commission considered a map of scenic view corridors and will discussed draft criteria for determining which of the scenic views are in the public interest to preserve. This item will continue into the 2013 amendments cycle. Planning Commission scored the views as follows:

	<b>Views</b>	<b>Rating Score</b>	<b>Qualified (Y/N)</b>
1	Northbound SR 20 – Scenic Heights to Erie	350	
2	Northbound SR 20 – Swantown to Scenic Heights	300	
3	Scenic Heights Trailhead	325	
4	SW Freund Street	275	
5	Waterloo Rd & Scenic Heights	175	
6	Swantown – Kimball to SR 20	200	
7	Swantown & Fireside Lane	125	
8	Barrington Drive and Fleet Street int	175	
9	Fleet Street	225	
10	Barrington Drive and Fairhaven int	175	
11	Waterfront Trail – Windjammer Park	400	
12	Waterfront Trail – Flintstone Park	400	
13	Bayshore Drive – Dock to Midway	450	
14	Pioneer Way – Midway to Regatta	450	
15	Pioneer Way – Ireland to Midway	300	

16	Pioneer Way – SR 20 to City Beach	200	
17	Jensen Street	175	
18	Midway Blvd – SE 8 <sup>th</sup> to Midway	250	
19	Regatta Drive – SE 8 <sup>th</sup> to Pioneer Way	450	
20	Skagit Valley College parking lot	150	
21	Crosby Ave by Cathlamet Drive	175	
22	Crosby Ave by Prow Street	75	
23	Airline Way	175	
24	SW 6 <sup>th</sup> and Dyer	175	
25	Southbound SR 20 and NE 16 <sup>th</sup> Ave	350	
26	Dock Street – Barrington to Bayshore	375	
27	Ft Nugent Avenue – Quince St to Neinhuis St	350	
28	City Beach St		

**2013 COMPREHENSIVE PLAN AMENDMENT DOCKET – Public Meeting**

The Planning Commission discussed the docket for the upcoming 2013 Comprehensive Plan Amendment cycle. The Comprehensive Plan is a document that establishes the community vision for Oak Harbor. The discussion may lead to a future recommendation on 2013 amendments that will then be added to the preliminary docket for further consideration.

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**Planning Commission's Annual Report to the City Council  
2012**

**Section 2: 2013 Proposed Work Program**

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## Proposed 2013 Work Program Schedule

Work Program Items	2013											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013 Comprehensive Plan Amendment Docket												
2013 Comprehensive Plan Amendments												
Digital Signs Code Update												
Zoning Regulations for Maritime Zone												
Zoning Designation for Maritime Zone												
OHMC Chapter 17.24 Sidewalks, Curbs and Gutters Installation Code Review												
2013 TIP Updates												
Comprehensive Plan Amendment 2012 Carryover – Scenic Views												
Preparation for 2016 Comprehensive Plan Amendments <ul style="list-style-type: none"> <li>• Identify needed amendments</li> <li>• Develop public participation plan</li> <li>• Revise Countywide Planning Policies</li> </ul>												
Night Club Ordinance												
Economic Development Strategy												

Note: The above schedule is approximate and subject to change as necessary.

## **Description of 2013 Proposed Work Program Items**

### **2013 Comprehensive Plan Amendment Docket**

Review of any items on the Comprehensive Docket and consideration whether to propose any item as a potential amendment to the Comprehensive Plan.

### **Digital Signs Code Update**

Amend OHMC 19.36 Sign Code for the purposes of providing language that reflects current technology.

### **Zoning Regulations and Zoning Designation for Maritime Zone**

Review and discuss draft zoning regulation for the Maritime zoning district that was created with the adoption of the 2012 Comprehensive Plan Amendments. The Planning Commission will discuss the types of uses to be accommodated in the Maritime zoning district along with any conditions or process to consider them by.

### **OHMC Chapter 17.24 Sidewalks, Curbs and Gutters Installation Code Review**

Review of the building code as it relates to the requirement to provide sidewalks under certain development/redevelopment scenarios.

### **2013 TIP Updates**

Updates to the 6-year Transportation Improvement Program and the Capital Improvement Plan for adoption into the Comprehensive Plan

### **Comprehensive Plan Amendment 2012 Carryover – Scenic Views**

Continue the discussion of the Scenic View Study conducted in 2012. The Planning Commission narrowed the views for further analysis. The scenic views will be studied further and views that will impact private development will be specifically identified for further discussion with property owners. A final list of views and regulations to protect them will then be discussed for adoption.

### **Preparation for 2016 Comprehensive Plan Amendments**

The Planning Commission will review the current Comprehensive Plan against the requirements of the update and determine the scope for the update. The Planning Commission will also review and adopt a public participation plan for the update. Finally, time will be spent on revising the countywide planning policies.

### **Night Club Ordinance**

Review of possible amendments to the nightclub licensing code will continue.

### **Economic Development Strategy**

Review options and make recommendation to the city Council on a city-wide economic development strategy.

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**Planning Commission's Annual Report to the City Council  
2012**

**Section 3: Planning Commission  
General Recommendations to City Council**

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## **Planning Commission General Recommendations to City Council**

1. The City Council should consider restoring the Development Services Department Planning Division staffing levels to the pre-2013 levels (2 full time Senior Planners and 1 full time Associate Planner).

## **Planning Commission Acknowledgement of Staff**

The Planning Commission notes their appreciation of staff's professionalism and wishes to make this sentiment known to the City Council.

Oak Harbor City Council  
Regular Meeting Minutes  
April 2, 2013

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**CALL TO ORDER**

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

**ROLL CALL**

Present:

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

Staff Present:

City Administrator Larry Cort  
Development Service Director Steve Powers  
City Clerk Valerie J. Loffler  
Public Works Director Cathy Rosen  
Chief of Police Ed Green  
Fire Chief Ray Merrill  
Cac Kamak, Senior Planner  
Interim City Attorney Scott Thomas

Mayor Scott Dudley was excused.

**APPROVAL OF AGENDA**

There being no objection, the Agenda was approved as presented by unanimous consent.

**PLEDGE OF ALLEGIANCE/INVOCATION**

Mayor Pro Tem Danny Paggao led the Pledge of Allegiance, and Councilmember Jim Campbell gave the invocation.

**MINUTES**

**Motion:** Councilmember Campbell moved, seconded by Councilmember Severns, to approve the Minutes of the Regular City Council meeting of March 19, 2013. The motion carried unanimously.

**CITIZEN COMMENT PERIOD**

Martha Yount exclaimed spring has come to our fair city, pointing out the tulips and trees are blooming. She reminded Oak Harbor citizens to enjoy it and recognize the beautiful place in which we live.

**CONSENT AGENDA**

City Clerk Valerie J. Loffler read the Consent Agenda.

- a. Motion to approve Accounts Payable Vouchers in the amount of \$341,858.76, consisting of Nos. 153540 through 153692
- b. Motion to authorize staff to conduct scope and fee negotiations with Gray & Osborne, Inc. for the design of the North Booster Station and North Transmission Main Projects
- c. Resolution 13-09 Authorizing Staff to Apply for a Map-21 TAP Grant to Install Informational Kiosks and Construct a Viewing Area along the Waterfront Trail

Councilmember Servatius requested Consent Agenda Item c. to be removed from the consent agenda.

**Motion:** Councilmember Hizon moved to approve the consent agenda as amended. The motion was seconded by Council Campbell and carried unanimously.

Resolution 13-09: Authorizing a Map-21 TAP Grant

Councilmember Servatius related his recollection during budget discussions of three kiosks at \$25,000 and asked if it was the same monies being referenced in the Water Redevelopment Fund. Mr. Servatius also asked where the kiosks would be purchased.

Mr. Powers responded that even if the City didn't get the grant, the project would proceed on some scale, further adding that the grant is an opportunity to pursue things in addition to the kiosks.

Senior Planner Cac Kamak explained the kiosks would be similar to the one located at the Scenic Heights Trailhead. It was custom made and designed for Oak Harbor and is the basis for the current design and cost estimates.

**Motion:** Councilmember Munns moved to approve Resolution 13-09. The motion was seconded by Councilmember Hizon and carried unanimously.

**HEARINGS AND ORDINANCES/RESOLUTIONS**

Ordinance 1654: Relating to Management Positions

City Administrator Dr. Cort provided the staff report.

In response to questions from Council, Dr. Cort clarified the level of responsibility and number of positions affected.

**Ordinance 1654      An Ordinance of the City of Oak Harbor Amending Oak Harbor Municipal Code Section 2.34.055, Management Positions, by Amending the Title of said Section to More Accurately Describe the List of Job Titles Designated as "At Will"**

**Motion:** Councilmember Servatius moved to adopt Ordinance 1654. The motion was seconded by Councilmember Severns and carried unanimously.

Mayor Pro Tem Paggao announced a three-minute recess at 6:14 p.m.

The meeting reconvened at 6:19 p.m.

Ordinance 1655: Relating to the Marina Advisory Committee

Development Services Director Steve Powers provided a staff report and explained the proposed ordinance includes the change to the residency requirement in 2.39.030(1) by deleting "Washington State" and inserting "Island County". He added that although there was previous concern about the make-up of the committee, the proposed ordinance doesn't require new members to be marina customers.

Marina Advisory Committee members Ken Hulett and Christon Skinner spoke in support of committee recommendations to keep the number of members at five. They also recommended that if Council increases the number to seven, only one of the two new positions needs to be a customer of the marina. Both expressed concern over the reason behind the Mayor's wish to increase the number of committee members.

Staff responded to Council questions about the expertise of current volunteer members, public input during Marina Advisory Committee meetings, moorage numbers and whether all groups are being represented, including their support or opposition to raising the number of members.

Dr. Cort suggested revisions to the ordinance to reflect Council's preference to require residency in Island County and to keep the membership at five, not seven members.

Several Councilmembers preferred to hear from the Marina Advisory Committee members again before adopting any revisions and further discussed timeframes and options.

**Motion:** Councilmember Alberg moved to remand Ordinance 1655 back to staff for modification and to allow staff to meet with the Marina Committee to come back with a recommendation (consistent with our conversations) and keep the committee membership at five and residing within Island County. The motion was seconded by Councilmember Munns.

Councilmember Severns spoke in opposition to the motion as stated indicating his preference to remand the ordinance back to staff for discussion with the Marina Advisory Committee, and then let the committee make a final recommendation.

The motion failed 4 to 2; Munns and Alberg voting in support.

Council and staff discussed the path forward expressing the desire to have further input from the committee.

**Motion:** Councilmember Hizon moved that staff prepare two versions of the ordinance, both of which contain Island County residents as well as marina customer requirements for 6 out of the 7, or 4 out of the 5, respectively.

Councilmember Munns discussed residency of committee members and stated she wants to listen to further Committee input.

Committee Chairman Christon Skinner stated his personal opinion that limiting membership to Island County residents makes more sense.

The motion carried unanimously.

Ordinance 1656: Suspending the Regular Meetings of the City Council Standing Committees  
City Administrator Dr. Larry Cort provided the staff report.

**Ordinance 1656      An Ordinance of the City of Oak Harbor, Washington, Suspending the Regular Meetings of City Council Standing Committees Established under OHMC 1.04.015; Authorizing Special City Council Workshop Meetings; and Providing for Sunset of this Ordinance**

**Motion:** Councilmember Munns moved to adopt Ordinance 1656. The motion was seconded by Councilmember Servatius and carried unanimously.

**Motion:** Councilmember Munns moved to set Wednesday, April 24, 2013, and Wednesday, May 22, 2013, from 3:00 to 5:30 as Special City Council Workshop Meetings. The motion was seconded by Councilmember AlMBERG and carried unanimously.

Councilmembers discussed possible June dates for the workshop meeting.

**Motion:** Councilmember AlMBERG moved to schedule the June workshop meeting for June 19, 2013, at 3:00 to 5:30 p.m. The motion was seconded by Councilmember Hizon.

**Motion:** Councilmember Severns moved to amend the motion to delete “June 19th” and insert “June 18th”; delete “5:30 p.m.” and insert “5:00 p.m.” The motion to amend was seconded by Councilmember Hizon and carried unanimously.

The motion, as amended, carried unanimously.

Employment Contract with Renee Recker

City Administrator Dr. Larry Cort provided the staff report.

Dr. Cort and Councilmember Munns discussed responsibility and duties of the position.

**Motion:** Councilmember Hizon moved to authorize the Mayor to sign the Employment Agreement with Executive Assistant to the Mayor Renee Recker. The motion was seconded by Councilmember Munns and carried unanimously.

**CITY ADMINISTRATOR COMMENTS**

City Administrator Dr. Larry Cort told Council the bid opening for the North Reservoir Construction Project would be April 3<sup>rd</sup>. He added the seismic survey came back negative so there is no fault line at the selected site. He added that several contracts related to the project will be brought forward for approval.

He discussed future agenda items, including the Hearing Examiner Contract renewal, and an extension to the contract with Weed, Graafstra and Benson, Inc. LLC.

He also informed council about upcoming community events.

Dr. Cort also asked Council to bring forward items for the workshop meetings, which should include emerging issues, and information on current and future projects.

## **COUNCILMEMBER COMMENTS**

Councilmember Munns relayed a message of appreciation to the community from the Commander at NAS Whidbey Island for the thoughts, prayers and caring expressed for the crew members lost in the crash.

Councilmember Severns shared information from several Economic Development Council meetings. He encouraged Council and citizens to read the Economic Profile and Needs Assessment prepared by Senior Planner Ethan Spoo.

Councilmember Hizon informed Council about the benefit concert for the victims of the landslide in Coupeville.

Councilmember Hizon moved to schedule a special meeting or workshop to evaluate the council meeting agenda and discuss and possibility take action to streamline and make regular meetings more efficient. The motion was seconded by Councilmember Almberg.

Motion: Ms. Hizon moved to direct staff to prepare an agenda item to consider revising the Park's Code to allow for event based alcohol permits, as well as busker licenses, craft/trinket/food vendors, equipment rentals, etc. The motion was seconded by Councilmember Almberg.

Motion: Ms. Hizon moved to direct staff to prepare an agenda item to consider evaluating Council travel budget both in and out of state. The motion was seconded by Councilmember Almberg.

Motion: Ms. Hizon moved to direct staff to prepare an agenda item to evaluate and possibly consider raising various city fees. The motion was seconded by Councilmember Almberg.

## **MAYOR'S COMMENTS**

Mayor Pro Tem Danny Paggao shared information on community events where he represented the Mayor.

### Executive Session:

At 7:50 p.m. Mayor Pro Tem Danny Paggao announced an executive session to last approximately one hour to discuss potential litigation and property acquisition. No action would be taken.

The meeting reconvened at 8:49 p.m.

## **ADJOURNMENT**

Councilmember Munns moved, seconded by Councilmember Munns, to adjourn.

The meeting adjourned at 8:49 p.m.

Valerie J. Loffler, City Clerk

City of Oak Harbor  
City Council Agenda Bill

Bill No. C/A 5.b.

Date: April 16, 2013

Subject: Approval of Accounts Payable  
Vouchers

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

 Larry Cort, City Administrator

\_\_\_\_ Grant Weed, Interim City Attorney, as to form

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**SUMMARY STATEMENT**

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

**AUTHORITY**

Oak Harbor Municipal Code Chapter 3.72.

**RECOMMENDED ACTION**

Motion to approve the accounts payable vouchers in the amount of \$441.03, consisting of Nos. 153693 through 153698; and in the amount of \$355,154.00, consisting of Nos. 153699 through 153900.

**ATTACHMENTS**

Voucher Lists

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
153693	4/1/2013	0007055 DELTORO, DILLON	Ref000203619		UB Refund Cst #00160438	79.48	
						<b>Total :</b>	<b>79.48</b>
153694	4/1/2013	0002596 HABITAT FOR HUMANITY	Ref000203620		UB Refund Cst #00161310	71.46	
						<b>Total :</b>	<b>71.46</b>
153695	4/1/2013	0001494 HOMES FOR RENT	Ref000203612		UB Refund Cst #00120032	35.56	
			Ref000203614		UB Refund Cst #00123214	34.26	
			Ref000203616		UB Refund Cst #00149736	39.71	
			Ref000203617		UB Refund Cst #00149736	39.71	
						<b>Total :</b>	<b>149.24</b>
153696	4/1/2013	0007054 ISOLA INTERNAL MEDICINE	Ref000203615		UB Refund Cst #00148584	50.79	
						<b>Total :</b>	<b>50.79</b>
153697	4/1/2013	0007053 PAMI, INC	Ref000203613		UB Refund Cst #00121301	2.02	
						<b>Total :</b>	<b>2.02</b>
153698	4/1/2013	0001391 WINDERMERE	Ref000203618		UB Refund Cst #00154334	88.04	
						<b>Total :</b>	<b>88.04</b>
<b>6 Vouchers for bank code : bank</b>						<b>Bank total :</b>	<b>441.03</b>
<b>6 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>441.03</b>

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153699	4/1/2013	0000561 MERRIMAN, DOUGLAS	040113		TRAVEL ADVANCE	390.50
					<b>Total :</b>	<b>390.50</b>
153700	4/4/2013	0002881 PUBLIC SAFETY TESTING	040313		EARLY TERMINATION FEE	528.00
					<b>Total :</b>	<b>528.00</b>
153701	4/5/2013	0000066 AWC EMPLOYEES BENEFITS TRUST	040513		PREMIUMS	48.78
					<b>Total :</b>	<b>48.78</b>
153702	4/8/2013	0000860 STANDARD INSURANCE COMPANY	033113		LONG TERM DISABILITY	4,232.44
					<b>Total :</b>	<b>4,232.44</b>
153703	4/9/2013	0000950 LICENSING, WASHINGTON STATE DEPT OF	032913		CONCEALED WEAPON PERMITS	705.00
					<b>Total :</b>	<b>705.00</b>
153704	4/10/2013	0000005 A-1 TOWING	50709		TOWING	199.70
					<b>Total :</b>	<b>199.70</b>
153705	4/10/2013	0000007 AA ELECTRIC	8293		ELECTRICAL SERVICE REPLACEMENT	2,037.39
					<b>Total :</b>	<b>2,037.39</b>
153706	4/10/2013	0006333 AC/DC ELECTRIC	21311 21312 21313		LIGHT RELOCATION LIGHT RELOCATION LIGHT REPLACEMENT	211.97 81.53 97.83
					<b>Total :</b>	<b>391.33</b>
153707	4/10/2013	0007068 ACCESS SYSTEMS, INC	032713		BUSINESS LICENSE OVERPAYMENT	100.00
					<b>Total :</b>	<b>100.00</b>
153708	4/10/2013	0000028 ALL ISLAND LOCK & KEY	21929		KEYS	9.13
					<b>Total :</b>	<b>9.13</b>
153709	4/10/2013	0000036 AMERICAN PUBLIC WORKS	040213		REGISTRATION/HUBBARD	65.00
					<b>Total :</b>	<b>65.00</b>
153710	4/10/2013	0000712 AMERIGAS	3016350993		PROPANE/DOG POUND	648.42

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153710	4/10/2013	0000712 0000712 AMERIGAS			(Continued)	<b>Total : 648.42</b>
153711	4/10/2013	0007077 ANDREWS, SARA	040813		CONFLICT ATTONEY SERVICES	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
153712	4/10/2013	0006865 ARMADA	032813		COLLECTION FEE/2291335-IAN/DARIA I	201.74
			040513		COLLECTION FEE/2291332 & 2545558-†	147.59
					<b>Total :</b>	<b>349.33</b>
153713	4/10/2013	0006324 ARXCIS, INC	0996422		INSPECTION	650.00
					<b>Total :</b>	<b>650.00</b>
153714	4/10/2013	0004019 ASSOCIATED PETROLEUM PRODUCTS	0416287-IN		FUEL	5,098.47
			0418843-IN		FUEL	4,095.94
					<b>Total :</b>	<b>9,194.41</b>
153715	4/10/2013	0000077 BARGE, JA	EXP REIMB		EXP REIMB	303.74
					<b>Total :</b>	<b>303.74</b>
153716	4/10/2013	0004733 BARRON HEATING & AIR COND, INC	134214		PUMP INSTALLATION	447.84
			134215		RESPONSE SERVICE	212.29
			134228		PREVENTATIVE MAINTENANCE	438.93
					<b>Total :</b>	<b>1,099.06</b>
153717	4/10/2013	0000082 BAYSHORE OFFICE PRODUCTS, INC	0616557-001		BOOKCASE	516.54
					<b>Total :</b>	<b>516.54</b>
153718	4/10/2013	0000083 BAZA, ALVIN	040413		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
153719	4/10/2013	0000103 BLADE CHEVROLET, INC	136258		BELT KIT	85.20
			442259		FEB 2013/VEHICLE RENTAL	600.00
			442439		MAR 2013/VEHICLE RENTAL	600.00
					<b>Total :</b>	<b>1,285.20</b>
153720	4/10/2013	0000109 BLUMENTHAL UNIFORMS	982988-02		UNIFORM ITEMS/WRIGHT	1,160.74
			983456		SHIRT/POWERS	87.98
			987890		SHIRT/PEABODY	87.98

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153720	4/10/2013	0000109 BLUMENTHAL UNIFORMS	(Continued) 990254		PANTS/MCCALMONT	580.46
					<b>Total :</b>	<b>1,917.16</b>
153721	4/10/2013	0003208 BOSS DETAIL	8236-11 8236-15		DETAIL SERVICES DETAIL SERVICES	244.57 244.57
					<b>Total :</b>	<b>489.14</b>
153722	4/10/2013	0005930 BOTACH TACTICAL	92898		TASER HOLSTERS	145.00
					<b>Total :</b>	<b>145.00</b>
153723	4/10/2013	0003097 BOYER, TALLIE	040413		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
153724	4/10/2013	0002943 BRAUNSTEIN, ANGELA	TRAVEL ADVANCE		TRAVEL ADVANCE	161.00
					<b>Total :</b>	<b>161.00</b>
153725	4/10/2013	0000137 BRIM TRACTOR COMPANY	IM64415		WHEEL & TIRE	203.92
					<b>Total :</b>	<b>203.92</b>
153726	4/10/2013	0006857 BUDGET TOWING AND REPAIR	54440		TOWING	450.38
					<b>Total :</b>	<b>450.38</b>
153727	4/10/2013	0000139 BUXTON, MIKE	TRAVEL REIMB		TRAVEL REIMB	340.36
					<b>Total :</b>	<b>340.36</b>
153728	4/10/2013	0002644 C JOHNSON CONSTRUCTION, INC	1		PROF SVC/FORT NUGENT PARK PICNIC	17,395.68
					<b>Total :</b>	<b>17,395.68</b>
153729	4/10/2013	0000627 CAPITAL ONE COMMERCIAL	116744755211 170095655211 4793350		SUPPLIES SUPPLIES SUPPLIES	407.36 1,536.80 1,749.99
					<b>Total :</b>	<b>3,694.15</b>
153730	4/10/2013	0005208 CARTER, SERLOYD	040413 TRAVEL ADVANCE TRAVEL ADVANCE		WELLNESS INCENTIVE TRAVEL ADVANCE TRAVEL ADVANCE	20.00 762.50 335.50

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153730	4/10/2013	0005208 0005208 CARTER, SERLOYD	(Continued)			<b>Total : 1,118.00</b>
153731	4/10/2013	0000150 CASCADE NATURAL GAS	08793000004 18583000007 36624000000 58793000009 80434000008 82193000005 90134000000		NATURAL GAS/POLICE STATION NATURAL GAS/TREATMENT PLANT NATURAL GAS/FIRE STATION NATURAL GAS/CITY HALL NATURAL GAS/CITY SHOP NATURAL GAS/ANNEX NATURAL GAS/ADULT CARE CENTER	407.78 10.00 1,248.86 757.86 1,463.16 65.04 128.90 <b>Total : 4,081.60</b>
153732	4/10/2013	0004605 CEMEX	9425784773 9425791672		SOIL SOIL	1,101.91 1,080.65 <b>Total : 2,182.56</b>
153733	4/10/2013	0004952 CENTRAL COLLISION, INC	18454		PARTS	121.74 <b>Total : 121.74</b>
153734	4/10/2013	0000160 CENTRAL WELDING SUPPLY	AN633079		CENTRASHIELD	134.12 <b>Total : 134.12</b>
153735	4/10/2013	0000167 CHEVRON AND TEXACO BUSINESS	576574		FUEL	235.97 <b>Total : 235.97</b>
153736	4/10/2013	0000172 CHRISTIANS TOWING STORAGE	25939		TOWING	196.75 <b>Total : 196.75</b>
153737	4/10/2013	0005773 COMCAST	8498300270032002		CABLE	111.50 <b>Total : 111.50</b>
153738	4/10/2013	0004427 COMFORT INN & SUITES SEATAC	15192304		HOTEL ACCOMMODATIONS/T. SAMPSC	370.95 <b>Total : 370.95</b>
153739	4/10/2013	0000197 CONCRETE NORWEST	864564 865151		CRUSHED ROCK CRUSHED ROCK	84.24 84.24 <b>Total : 168.48</b>
153740	4/10/2013	0003065 COVENANT JANITORIAL	1335826		MAR 2013/JANITORIAL SERVICES	3,465.40

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153740	4/10/2013	0003065 0003065 COVENANT JANITORIAL	(Continued)			<b>Total : 3,465.40</b>
153741	4/10/2013	0007074 COX, GENEVIEVE	040413		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
153742	4/10/2013	0000247 DIAMOND RENTALS	1-500608-15		PORTABLES	49.95
			1-500619-15		PORTABLES	49.95
			1-500627-15		PORTABLES	49.95
			1-501576-12		PORTABLES	49.95
			1-502855-11		PORTABLES	49.95
			1-504393-8		PORTABLES	49.95
			1-505564-6		PORTABLES	49.95
			1-505566-6		PORTABLES	49.95
			1-505567-6		PORTABLES	49.95
			1-507193-3		PORTABLES	49.95
			1-508403		PORTABLES	99.90
			1-508672		HOSE/GUN	406.38
			1-508783		CHAINSAW RENTAL	48.92
			1-508917		SOD CUTTER RENTAL	95.66
						<b>Total : 1,150.36</b>
153743	4/10/2013	0007065 DJS UNLIMITED	041313		DJ SERVICE	1,000.00
						<b>Total : 1,000.00</b>
153744	4/10/2013	0000175 DUNN-TERRY, ROXANN	EXP REIMB		EXP REIMB	3,258.00
			EXP REIMB		EXP REIMB	475.00
						<b>Total : 3,733.00</b>
153745	4/10/2013	0000257 DUTCH MAID CLEANERS	1034		LAUNDRY SERVICES	10.33
						<b>Total : 10.33</b>
153746	4/10/2013	0000273 EDGE ANALYTICAL, INC	13-04236		TESTING	1,024.00
						<b>Total : 1,024.00</b>
153747	4/10/2013	0007080 ENDURO PROPERTIES, INC	040813		DUMPSTER DEPOSIT REFUND	926.60
						<b>Total : 926.60</b>
153748	4/10/2013	0000251 ENTERPRISE SERVICES, WASHINGTON STA	18-1-60206		MEMBERSHIP	250.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153748	4/10/2013	0000251 0000251 ENTERPRISE SERVICES, WASHINGTON	(Continued)			<b>Total : 250.00</b>
153749	4/10/2013	0005826 ESPARZA, NIKKI	TRAVEL REIMB		TRAVEL REIMB	90.00 <b>Total : 90.00</b>
153750	4/10/2013	0005086 EZINE INDUSTRIES, INC	830702		MAR 2013/COMMUNITY ALERT NETWO	9.75 <b>Total : 9.75</b>
153751	4/10/2013	0002900 FASTENAL	WAOAK12815 WAOAK13755		GLOVES CABLE TIE/PAD AWAY	142.79 68.07 <b>Total : 210.86</b>
153752	4/10/2013	0000309 FERGUSON, LARRY	040413		WELLNESS INCENTIVE	20.00 <b>Total : 20.00</b>
153753	4/10/2013	0006991 FIKSE, JOSH	040413		WELLNESS INCENTIVE	20.00 <b>Total : 20.00</b>
153754	4/10/2013	0000956 FINANCE OFFICERS, WASHINGTON ASSOCI. 8674			MEMBERSHIP/MERRIMAN	50.00 <b>Total : 50.00</b>
153755	4/10/2013	0000355 FRONTIER	007-9244 240-0614 240-2350 279-0841 675-1568 675-1572 675-2111 675-3121 675-6794 675-6858 679-0500 679-1640 679-1651 679-1789 679-2628 679-3013 679-3321		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	282.32 93.03 1,120.37 70.86 202.44 58.80 59.23 53.47 54.58 59.22 58.42 53.62 58.80 53.62 317.86 53.47 45.12

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153755	4/10/2013	0000355 FRONTIER	(Continued)			
			679-3902		CURRENT PHONE CHARGES	57.77
			679-4541		CURRENT PHONE CHARGES	106.94
			679-6391		CURRENT PHONE CHARGES	45.12
			679-8477		CURRENT PHONE CHARGES	77.92
			679-8702		CURRENT PHONE CHARGES	65.35
			770-2694		CURRENT PHONE CHARGES	40.11
			770-2715		CURRENT PHONE CHARGES	31.50
					<b>Total :</b>	<b>3,119.94</b>
153756	4/10/2013	0000326 FRONTIER BUILDING SUPPLY	75845		SPECIAL ORDERS	257.18
			75988		METAL ABRASIVE BLD	8.65
					<b>Total :</b>	<b>265.83</b>
153757	4/10/2013	0000325 FRONTIER FORD	102073		VEHICLE SERVICES	715.72
			94474		HUB ASY	451.71
			94485		O RING/SEAL	29.53
					<b>Total :</b>	<b>1,196.96</b>
153758	4/10/2013	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	1,100.00
			EXP REIMB		EXP REIMB	584.24
					<b>Total :</b>	<b>1,684.24</b>
153759	4/10/2013	0002767 GATEWAY CONTROLS, INC	2013604		PROXIMITY CARDS	365.21
					<b>Total :</b>	<b>365.21</b>
153760	4/10/2013	0000340 GIFFORD, KATHY	040413		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
153761	4/10/2013	0002788 GLOCK PROFESSIONAL, INC	TRP/100041926		REGISTRATION/SILVEIRA	195.00
					<b>Total :</b>	<b>195.00</b>
153762	4/10/2013	0000349 GRAINGER	9095053774		PLUG VALVE/PADLOCK	42.45
			9095053782		PLUG VALVE/PADLOCK	146.64
			9103071362		O-RING	30.27
					<b>Total :</b>	<b>219.36</b>
153763	4/10/2013	0000345 GREATER OAK HBR CHAMBER OF COM	030134		APR 2013/TOURIST INFORMATION FAC	6,000.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153763	4/10/2013	0000345 0000345 GREATER OAK HBR CHAMBER OF COM	(Continued)			<b>Total : 6,000.00</b>
153764	4/10/2013	0006990 GRUBB, GARY	040413		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
153765	4/10/2013	0004707 HD SUPPLY FACILITIES MAINT	9121009395		PUMP	185.27
						<b>Total : 185.27</b>
153766	4/10/2013	0001251 HEWLETT-PACKARD COMPANY	52542592 525848490		MEMORY COMPUTERS	71.74 1,715.29
						<b>Total : 1,787.03</b>
153767	4/10/2013	0005250 HONEYMOON BAY COFFEE ROASTERS	800110		COFFEE SUPPLIES	140.33
						<b>Total : 140.33</b>
153768	4/10/2013	0000392 HUBBARD, SCOTT	040413		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
153769	4/10/2013	0007066 HULL, MICHELLE	032113		CONTRACT ATTORNEY SERVICES	2,250.00
						<b>Total : 2,250.00</b>
153770	4/10/2013	0000394 HUMAN RESOURCE SERVICES	032513		APR 2013/UNEMPLOYMENT SERVICES	110.00
						<b>Total : 110.00</b>
153771	4/10/2013	0000397 ID CHECKING GUIDE	631883		2013 ID CHECKING GUIDE	28.95
						<b>Total : 28.95</b>
153772	4/10/2013	0005872 IMPAIRED DRIVING IMPACT PANEL	031413		MAR 2013/DUI/UNDERAGE DRINKING F	166.67
						<b>Total : 166.67</b>
153773	4/10/2013	0000417 INDUSTRIAL BOLT & SUPPLY	532360-1		BOLTS	210.26
						<b>Total : 210.26</b>
153774	4/10/2013	0004410 ISLAND COUNTY PUBLIC HEALTH	1154		HEPATITIS IMMUNIZATIONS	110.00
						<b>Total : 110.00</b>
153775	4/10/2013	0002383 ISLAND COUNTY SHERIFF	032613		INMATE SERVICES	236.64
						<b>Total : 236.64</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153776	4/10/2013	0000410 ISLAND COUNTY SOLID WASTE	033113		MAR 2013/TIPPING FEES	66,660.04
<b>Total :</b>						<b>66,660.04</b>
153777	4/10/2013	0000411 ISLAND COUNTY TREASURER	04 040113		1ST QTR 2013/MUNICIPAL COURT REN CRIME VICITM COMPENSATION	4,300.00 251.89
<b>Total :</b>						<b>4,551.89</b>
153778	4/10/2013	0000415 ISLAND DISPOSAL	040113 3175564		MAR 2013/RECYCLING RECYCLING	4,326.75 41.00
<b>Total :</b>						<b>4,367.75</b>
153779	4/10/2013	0000433 ISLAND DRUG	114509114157		INMATE MEDS	24.00
<b>Total :</b>						<b>24.00</b>
153780	4/10/2013	0000441 ISLAND SYSTEMS	213298		WATER/MARINA	17.70
<b>Total :</b>						<b>17.70</b>
153781	4/10/2013	0006952 JUPIN, TIMOTHY	TRAVEL REFUND		TRAVEL REFUND	114.36
<b>Total :</b>						<b>114.36</b>
153782	4/10/2013	0000485 KRIEG CONSTRUCTION	7839		ASPHALT	290.49
<b>Total :</b>						<b>290.49</b>
153783	4/10/2013	0000487 KROESEN'S INC	12334 12335 12336 12337		SHIRTS/SAMPSON SHIRTS/MAY SHIRTS SHIRTS/HAMMER	65.15 65.15 76.51 58.63
<b>Total :</b>						<b>265.44</b>
153784	4/10/2013	0007076 KULSHAN ENVIRONMENTAL SERVICES	1036		TRAINING	200.00
<b>Total :</b>						<b>200.00</b>
153785	4/10/2013	0002227 LABORATORY CORPORATION OF	40582599		TESTING	48.50
<b>Total :</b>						<b>48.50</b>
153786	4/10/2013	0000889 LANGUAGE EXCHANGE	05		MUNICIPAL COURT INTERPRETER	227.50
<b>Total :</b>						<b>227.50</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153787	4/10/2013	0006392 LAWLER, RONALD	TRAVEL REIMB TRAVEL REIMB2		TRAVEL REIMB TRAVEL REIMB	77.86 493.86
<b>Total :</b>						<b>571.72</b>
153788	4/10/2013	0007069 LEAPS & BOUNDS DANCE, LLC	032813		BUSINESS LICENSE OVERPAYMENT	25.00
<b>Total :</b>						<b>25.00</b>
153789	4/10/2013	0005277 LEE, STEPHANIE	040413		WELLNESS INCENTIVE	20.00
<b>Total :</b>						<b>20.00</b>
153790	4/10/2013	0004502 LEXISNEXIS RISK DATA MANAGE	1404645-20130331		MAR 2013/MINIMUM COMMITMENT	54.35
<b>Total :</b>						<b>54.35</b>
153791	4/10/2013	0007070 LINDER, AMY	032713		ANIMAL LICENSE OVERPAYMENT	35.00
<b>Total :</b>						<b>35.00</b>
153792	4/10/2013	0007052 LOFFLER, VALERIE	TRAVEL REIMB		TRAVEL REIMB	127.40
<b>Total :</b>						<b>127.40</b>
153793	4/10/2013	0000515 LOGGERS & CONTRACTORS, INC	00058203		HOSE	201.63
<b>Total :</b>						<b>201.63</b>
153794	4/10/2013	0000517 LOLMAUGH, MEL	EXP REIMB		EXP REIMB	270.00
<b>Total :</b>						<b>270.00</b>
153795	4/10/2013	0000522 LUEHR, TOM	1		DRIVING SERVICES	96.00
<b>Total :</b>						<b>96.00</b>
153796	4/10/2013	0002729 MAILFINANCE	H3894074		LEASE PAYMENT	806.84
<b>Total :</b>						<b>806.84</b>
153797	4/10/2013	0000530 MAILLIARD'S LANDING NURSERY	67578 67637 67667 67698 67717 67745 67873		YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE	121.45 126.00 157.85 186.55 176.75 92.05 86.80

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153797	4/10/2013	0000530 MAILLIARD'S LANDING NURSERY	(Continued)			
			67902		YARD WASTE	87.50
			67932		YARD WASTE	106.05
			67958		YARD WASTE	83.30
			67999		YARD WASTE	101.50
			68111		YARD WASTE	58.80
			68158		YARD WASTE	90.65
			68187		YARD WASTE	157.85
			68212		YARD WASTE	117.95
			68241		YARD WASTE	147.35
			68440		YARD WASTE	149.10
			68498		YARD WASTE	143.85
			68562		YARD WASTE	177.45
			68629		YARD WASTE	217.00
			68703		YARD WASTE	287.35
					<b>Total :</b>	<b>2,873.15</b>
153798	4/10/2013	0007072 MANNI, NATHAN	040213		BUILDING PERMIT/PLAN CHECK FEES	462.00
					<b>Total :</b>	<b>462.00</b>
153799	4/10/2013	0007073 MARCUM, JAMIE	040913		TENT FEE REFUND	24.00
					<b>Total :</b>	<b>24.00</b>
153800	4/10/2013	0000660 MARKET PLACE FOOD & DRUG	032913		MARATHON GOODS	1,488.80
					<b>Total :</b>	<b>1,488.80</b>
153801	4/10/2013	0000660 MARKET PLACE FOOD & DRUG	545978		GROCERIES	386.97
			697021		GROCERIES	556.29
					<b>Total :</b>	<b>943.26</b>
153802	4/10/2013	0006072 MASTER'S TOUCH, LLC	P29292		MAR 2013/POSTAGE FOR LATE NOTICE	460.55
			P29293		MAR 2013/POSTAGE FOR STATEMENT	2,708.73
					<b>Total :</b>	<b>3,169.28</b>
153803	4/10/2013	0006072 MASTER'S TOUCH, LLC	29292		MAR 2013/MAILING SERVICES FOR LA1	285.88
			29293		MAR 2013/MAILING SERVICES FOR ST/	874.27
			M131164		STORAGE	1,565.28

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153803	4/10/2013	0006072 0006072 MASTER'S TOUCH, LLC	(Continued)			<b>Total : 2,725.43</b>
153804	4/10/2013	0000040 MATRIX	608094275		LONG DISTANCE	425.92
						<b>Total : 425.92</b>
153805	4/10/2013	0006028 MCI COMM SERVICE	679-3902		LONG DISTANCE	37.05
						<b>Total : 37.05</b>
153806	4/10/2013	0000558 MERRILL, RAY	TRAVEL ADVANCE		TRAVEL ADVANCE	156.00
						<b>Total : 156.00</b>
153807	4/10/2013	0004818 MICHAEL BOBBINK LAND USE SRVCS	033113		MAR 2013/HEARING EXAMINER SERVICE	1,500.00
						<b>Total : 1,500.00</b>
153808	4/10/2013	0006992 MOON, ANDREW	040413		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
153809	4/10/2013	0000587 MOTOR TRUCKS, INC	MV43954		VALVE	89.29
						<b>Total : 89.29</b>
153810	4/10/2013	0000593 MUELLER, DEBORAH	040413		WELLNESS INCENTIVE	20.00
			EXP REIMB		EXP REIMB	11.95
			EXP REIMB		EXP REIMB	11.98
						<b>Total : 43.93</b>
153811	4/10/2013	0006700 MUJKANOVIC-CARR, MAJDA	040413		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
153812	4/10/2013	0004423 MUNICIPAL EMERGENCY SERVICES	00394081_SNV		PULLEYS	284.82
			00398205_SNV		CHEST HARNESS	91.16
			00399792_SNV		HARNESS	193.34
						<b>Total : 569.32</b>
153813	4/10/2013	0004084 NAVFACENGCOM FEC SW/NW	20130329T058		MAR 2013/ANIMAL SHELTER	329.22
						<b>Total : 329.22</b>
153814	4/10/2013	0000612 NELSON PETROLEUM	0494189-IN		AIR BLUE FLUID	207.46
			0494191-IN		EXTRA DUTY	794.94

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153814	4/10/2013	0000612 NELSON PETROLEUM	(Continued) 0494192-IN		EXTRA DUTY	794.94
<b>Total :</b>						<b>1,797.34</b>
153815	4/10/2013	0003074 NICHOLS, DINA	040413		WELLNESS INCENTIVE	20.00
<b>Total :</b>						<b>20.00</b>
153816	4/10/2013	0000621 NIIRO, CEDRIC	040413		WELLNESS INCENTIVE	20.00
<b>Total :</b>						<b>20.00</b>
153817	4/10/2013	0006030 NORTHEAST WISCONSIN TECHNICAL	SFT0000074692		TRAINING/HOAGLAND/GRAVEL/ESPAR	75.00
<b>Total :</b>						<b>75.00</b>
153818	4/10/2013	0007075 NORTHWEST ASSESSMENT SERVICE	1023		PRE-EMPLOYMENT SERVICES	975.00
<b>Total :</b>						<b>975.00</b>
153819	4/10/2013	0000672 OAK HARBOR ACE	218210		STRAINER/RECEPTACLE	8.67
			218223		COVER	3.58
			218228		FASTENERS	2.65
			218229		SCREEN	1.93
			218392		DUCT TAPE/FILM	29.32
			218424		HAND TOOL	1.95
			218426		BLEACH/BOLT/CAP	49.17
			218485		RSTP/SHACKLE	24.97
			218508		FASTENERS	1.87
			218648		SCRAPER/BLADE/KEY	20.61
			218683		KNIFE/BLADE/FASTENERS	44.06
			218819		PUMP	41.30
			219278		ELBOW/CONDUIT	32.54
			219287		COUPLE	2.15
			219358		COUPLE/UNION/CEMENT	20.89
			219384		FASTENERS/BROOMS	36.42
			219407		SCREWDRIVER	4.86
			219408		CABLE	38.03
			219413		PAINT/FASTENERS	43.07
			219414		PLUG	14.12
			219417		BOLT	4.98

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153819	4/10/2013	0000672 OAK HARBOR ACE	(Continued)			
			219425		SPLY/ADAPTER/CLAMP/CUT TUBING	19.18
			219436		CABLE TIES	19.56
			219457		BOLT/RING/CLOSET FLNG	13.88
			219470		FASTENERS	5.61
			219493		GLUE/BATTERY/FISHING LINE/NAILS	28.76
			219531		FASTENERS	8.70
			219578		FASTENERS	9.91
			219659		PHONE CORD	11.95
			219707		FASTENERS	16.42
			219715		FASTENERS	2.91
			219735		BALL VALVES/COUPLE/BUSHING	16.24
			219743		FREIGHT	15.08
			219759		ADAPTER/ELECTRICAL SUPPLIES/HOS	14.29
			219811		CLAW HAMMER/FASTENERS/PLUG	27.95
			219826		SNAPS/FASTENERS	20.83
			219857		STRAINER	18.65
					<b>Total :</b>	<b>677.06</b>
153820	4/10/2013	0000668 OAK HARBOR AUTO CENTER	001-154878		PARTS	14.50
			001-161026		SHAFT/CYLINDRICAL BEARING/OIL SE,	462.81
			001-161076		CYLINDRICAL BEARING/OIL SEAL	-51.36
			001-161450		SOCKET/BEAM	18.65
			001-161459		ANTENNA	-18.35
			001-161477		CYLINDER	82.60
			001-161531		FILTERS	39.22
			001-161740		BRAKE PAD	33.41
			001-161748		DISC AND DRUM	26.48
			001-161803		BLADES	123.61
			001-161824		CALIPERS	222.94
			001-161877		RADIATOR DRAINS	11.28
			001-161908		BRAKE FLUID	23.82
			001-162042		COOLANT	56.44
			001-162106		BRAKES	15.41
			001-162294		FILTERS	8.82
			001-162348		RADIATOR DRAIN/BRAKE PAD	-152.31
			001-162373		BRAKE LINING	29.34

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153820	4/10/2013	0000668 OAK HARBOR AUTO CENTER	(Continued)			
			001-162420		CYLINDER	-82.31
			001-162465		TIRE INFLATOR/SNAP/LAMP	23.34
			001-162552		FILTERS	6.53
			001-162582		FILTERS	60.22
			001-162828		OXYGEN SENSOR	52.13
					<b>Total :</b>	<b>1,007.22</b>
153821	4/10/2013	0000665 OFFICEMAX, INC	177295		BOX/SCISSORS/USB/MOUSE	51.93
					<b>Total :</b>	<b>51.93</b>
153822	4/10/2013	0001377 ORCA INFORMATION	320609		PRE-EMPLOYMENT/HOBERT	75.00
			320671		PRE-EMPLOYMENT/BROUGHTON	25.00
			320672		PRE-EMPLOYMENT/ORELLANO	75.00
					<b>Total :</b>	<b>175.00</b>
153823	4/10/2013	0001610 OUR DESIGNS, INC	1689438A		BUGLE	46.54
			1693593A		BADGES	305.36
					<b>Total :</b>	<b>351.90</b>
153824	4/10/2013	0002985 PACIFIC TIRE CO. INC	0064972		TIRES	968.17
			0065067		TIRES	63.84
					<b>Total :</b>	<b>1,032.01</b>
153825	4/10/2013	0001615 PART WORKS, INC	355721		ROYAL DIM	559.33
			355982		MBFW	97.30
					<b>Total :</b>	<b>656.63</b>
153826	4/10/2013	0000708 PERRINE, KIM	040413		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
153827	4/10/2013	0000710 PLATT ELECTRIC SUPPLY, INC	3515570		BATTERY	152.10
					<b>Total :</b>	<b>152.10</b>
153828	4/10/2013	0007064 PORATH, NICHOLE	1		SPEAKING ENGAGEMENT	500.00
					<b>Total :</b>	<b>500.00</b>
153829	4/10/2013	0000730 POWELL, JANIS	1		DRIVING SERVICES	114.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153829	4/10/2013	0000730 0000730 POWELL, JANIS			(Continued)	<b>Total : 114.00</b>
153830	4/10/2013	0000746 PUGET SAFETY EQUIPMENT	0011535-IN		SAFETY GLASSES	68.80
					<b>Total :</b>	<b>68.80</b>
153831	4/10/2013	0000743 PUGET SOUND ENERGY	0349160002		ELECTRICITY/WELL #7	12.14
			0682202007		ELECTRICITY/SW ERIE ST SW BARRIN	157.04
			0889461000		ELECTRICITY/SEWAGE LAGOON	4,765.69
			1055170003		ELECTRICITY/STREET LIGHTS	11,997.96
			1055170003		LIGHTING NE GOLDIE STREET	439.12
			1306440387		ELECTRICITY/SR 20 & SW 24 ST	232.85
			1306447796		ELECTRICITY/2000 SW SCENIC HEIGH	21.11
			1306449248		ELECTRICITY/3285 SW SCENIC HEIGH	102.19
			3069491003		ELECTRICITY/1678 SW 8TH AVENUE	9.66
			5410100654		ELECTRICITY/1957 FORT NUGENT RO/	122.92
			6012568561		ELECTRICITY/SWANTOWN RIDGE	176.01
			6258350005		ELECTRICITY/TRAILER PK S END	24.36
			6768202001		ELECTRICITY/1501 S BEEKSMA DRIVE	24.49
			6847900690		SERVICE RELOCATION	247.00
			6847904528		ELECTRICITY/1661 NE 16TH AVENUE	23.63
			6969160008		ELECTRICITY/PUMP STA AULT FLD	516.85
			8291970286		ELECTRICITY/2330 SW ROSARIO PLAC	34.28
			8549402009		ELECTRICITY/2075 SW FT	9.66
			9249160004		ELECTRICITY/WELL #6	12.14
					<b>Total :</b>	<b>18,929.10</b>
153832	4/10/2013	0002997 QUINTON DESIGN & ELECTRICAL	2212		PARKING LOT LIGHTING REPAIR	267.40
					<b>Total :</b>	<b>267.40</b>
153833	4/10/2013	0000753 RADIOSHACK	013139		CONNECTORS	-14.65
			021466		WIRE/COUPLER/CONNECTOR	19.53
					<b>Total :</b>	<b>4.88</b>
153834	4/10/2013	0007063 RADOVICH, ERIC	030813		ANNOUNCING/MARATHON	400.00
					<b>Total :</b>	<b>400.00</b>
153835	4/10/2013	0004788 RAMADA LIMITED SPOKANE DOWNTWN	29903901		HOTEL ACCOMMODATIONS/CARTER	951.45

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153835	4/10/2013	0004788 0004788 RAMADA LIMITED SPOKANE DOWNTWI (Continued)				<b>Total : 951.45</b>
153836	4/10/2013	0001996 RED LION BELLEVUE INN	23834307		HOTEL ACCOMMODATIONS/NYDAM	119.64
						<b>Total : 119.64</b>
153837	4/10/2013	0000965 REVENUE, WASHINGTON STATE DEPT OF	040813		1ST QTR 2013/LEASEHOLD TAX	23,355.51
						<b>Total : 23,355.51</b>
153838	4/10/2013	0002508 RINEY PRODUCTION SERVICES	10-975		TAPING SERVICES	2,946.78
						<b>Total : 2,946.78</b>
153839	4/10/2013	0006727 ROMAINE ELECTRIC	1-873111		BATTERY	184.74
						<b>Total : 184.74</b>
153840	4/10/2013	0000775 ROSEN, CATHERINE	TRAVEL ADVANCE		TRAVEL ADVANCE	104.00
						<b>Total : 104.00</b>
153841	4/10/2013	0000801 SEA WESTERN, INC	167266 167330		LEATHER PASSPORT LEATHER FRONT	572.35 55.82
						<b>Total : 628.17</b>
153842	4/10/2013	0000807 SEIM, CARL	TRAVEL REIMB TRAVEL REIMB2		TRAVEL REIMB TRAVEL REIMB	391.80 252.00
						<b>Total : 643.80</b>
153843	4/10/2013	0002358 SERVICEMASTER OF THE ISLAND	8914		APR 2013/JANITORIAL SERVICES	775.00
						<b>Total : 775.00</b>
153844	4/10/2013	0000719 SEVERNS, RHONDA	040413		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
153845	4/10/2013	0003782 SHARP ELECTRONICS CORPORATION	C770582-701 C772395-701		FEB 2013/MAINTENANCE CONTRACT MAR 2013/MAINTENANCE CONTRACT	0.70 7.27
						<b>Total : 7.97</b>
153846	4/10/2013	0000817 SHELLEY, TIM	040413		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153847	4/10/2013	0007079 SHONUFF FOODS	33		MARATHON FOOD	795.00
<b>Total :</b>						<b>795.00</b>
153848	4/10/2013	0000822 SHRED-IT USA, INC	101333337		SHREDDING	89.90
<b>Total :</b>						<b>89.90</b>
153849	4/10/2013	0004184 SIPES, TAMRA	043013		APR 2013/RACE COORDINATOR SERVI	2,546.00
<b>Total :</b>						<b>2,546.00</b>
153850	4/10/2013	0000831 SIX ROBBLEES', INC	14-264196-1 14-265080 14-265700 14-265931		GLOVES ALARM BACK-UP STOP BOX SHOE BOX	144.46 37.07 86.11 203.18
<b>Total :</b>						<b>470.82</b>
153851	4/10/2013	0000814 SKAGIT FARMERS SUPPLY	336988		DLX	28.25
<b>Total :</b>						<b>28.25</b>
153852	4/10/2013	0000843 SOLID WASTE SYSTEMS, INC	0060927-IN		PIN	55.63
<b>Total :</b>						<b>55.63</b>
153853	4/10/2013	0000846 SOUND PUBLISHING	528268 752366 756766		FEB 2013/PUBLICATIONS-ACCT#801250 PC 3-26-13 ORD 1652	1,253.02 118.37 56.07
<b>Total :</b>						<b>1,427.46</b>
153854	4/10/2013	0000851 SPRINT	414568819-064		CURRENT CELL CHARGES	508.09
<b>Total :</b>						<b>508.09</b>
153855	4/10/2013	0000851 SPRINT	140239187 144603707 182311697		LONG DISTANCE LONG DISTANCE LONG DISTANCE	8.84 13.85 5.68
<b>Total :</b>						<b>28.37</b>
153856	4/10/2013	0000860 STANDARD INSURANCE COMPANY	032113		LIFE/POCFF	258.13
<b>Total :</b>						<b>258.13</b>
153857	4/10/2013	0003883 STAPLES BUSINESS ADVANTAGE	3194101431		TONER	408.31

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153857	4/10/2013	0003883 STAPLES BUSINESS ADVANTAGE	(Continued)			
			3194832675		RIBBON	12.15
			3194832676		FOLDERS/POST IT NOTES	96.71
			3194832677		POST IT NOTICES	3.24
			3194832679		RIBBON/HIGHLIGHTERS	12.15
			3195686745		CHAIRMAT	66.93
					<b>Total :</b>	<b>599.49</b>
153858	4/10/2013	0000856 STATE AUDITOR'S OFFICE	L97412		2012 AUDIT SERVICES FOR 2011	125.40
					<b>Total :</b>	<b>125.40</b>
153859	4/10/2013	0006460 STATEWIDE RENT-A-FENCE, INC	25989		PANELS RENTAL	545.38
					<b>Total :</b>	<b>545.38</b>
153860	4/10/2013	0000863 STERKEL, TIMOTHY	EXP REIMB		EXP REIMB	372.00
					<b>Total :</b>	<b>372.00</b>
153861	4/10/2013	0000863 STERKEL, TIMOTHY	EXP REIMB		EXP REIMB	70.00
					<b>Total :</b>	<b>70.00</b>
153862	4/10/2013	0005786 STOWES SHOES & CLOTHING	0007097		BOOTS/BAZA	150.00
					<b>Total :</b>	<b>150.00</b>
153863	4/10/2013	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	108.00
			1		DRIVING SERVICES	132.00
					<b>Total :</b>	<b>240.00</b>
153864	4/10/2013	0006673 SUMMIT SAFETY SHOES	103962		BOOTS	1,538.65
			5002917		BOOTS/LAWSON	124.95
					<b>Total :</b>	<b>1,663.60</b>
153865	4/10/2013	0000874 SURETY PEST CONTROL	356239		PEST EXTERMINATION	38.05
			356240		PEST EXTERMINATION	43.48
			356241		PEST EXTERMINATION	43.48
			356242		PEST EXTERMINATION	30.44
			356243		PEST EXTERMINATION	30.44
			356244		PEST EXTERMINATION	32.61
			357365		PEST EXTERMINATION	43.48

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153865	4/10/2013	0000874 0000874 SURETY PEST CONTROL	(Continued)			<b>Total : 261.98</b>
153866	4/10/2013	0006730 SWINOMISH INDIAN TRIBAL	032713		FEB 2013/OAK HARBOR SITE SERVICE	58,465.04
						<b>Total : 58,465.04</b>
153867	4/10/2013	0001053 TREASURER, WASHINGTON STATE	040113		COURT/BC FEES	15,513.30
						<b>Total : 15,513.30</b>
153868	4/10/2013	0004518 TRIANGLE CHARTER SERVICE, LLC	5040		TRANSPORTATION	750.00
						<b>Total : 750.00</b>
153869	4/10/2013	0007081 UNITED MEDIA USA, LLC	1-3124		BROADCAST	419.00
						<b>Total : 419.00</b>
153870	4/10/2013	0000922 UNUM LIFE INSURANCE COMPANY	031813		LONG TERM CARE	142.20
						<b>Total : 142.20</b>
153871	4/10/2013	0004903 US BANK	4485591000304067		CREDIT CARD PURCHASES	2,026.86
						<b>Total : 2,026.86</b>
153872	4/10/2013	0004903 US BANK	4485590001557665		CREDIT CARD PURCHASES	1,732.55
						<b>Total : 1,732.55</b>
153873	4/10/2013	0004903 US BANK	4485590100104922		CREDIT CARD PURCHASES	770.00
						<b>Total : 770.00</b>
153874	4/10/2013	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	660.00
						<b>Total : 660.00</b>
153875	4/10/2013	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	422.96
						<b>Total : 422.96</b>
153876	4/10/2013	0000926 USBLUEBOOK	905746 907715 910125		FLUID CHLORINE SWIFTEST RAIN GAUGE	247.34 472.81 84.73
						<b>Total : 804.88</b>
153877	4/10/2013	0000934 UTILITIES UNDERGROUND LOCATION	3030165		MAR 2013/LOCATES	73.99

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153877	4/10/2013	0000934 0000934 UTILITIES UNDERGROUND LOCATION	(Continued)			<b>Total : 73.99</b>
153878	4/10/2013	0000937 VALLEY FREIGHTLINER, INC	2230870084		VEHICLE SERVICE	481.89
						<b>Total : 481.89</b>
153879	4/10/2013	0007071 VANCOUVER, CITY OF	375347		REGISTRATION/SEIM	500.00
						<b>Total : 500.00</b>
153880	4/10/2013	0005223 VELASQUEZ, PETE	040413		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
153881	4/10/2013	0003639 VP CONSULTING, INC	00001014		SOFTWARE PLAN RENEWAL	2,293.57
						<b>Total : 2,293.57</b>
153882	4/10/2013	0000978 WALLACE, RICHARD	EXP REIMB		EXP REIMB	154.00
						<b>Total : 154.00</b>
153883	4/10/2013	0006387 WALTON BEVERAGE COMPANY	84270606		BEVERAGES	1,440.00
						<b>Total : 1,440.00</b>
153884	4/10/2013	0003917 WALTON, DAVID	040413		WELLNESS INCENTIVE	40.00
						<b>Total : 40.00</b>
153885	4/10/2013	0001044 WASHINGTON CRIMINAL JUSTICE	2013-2152		REGISTRATION/BAILEY	350.00
						<b>Total : 350.00</b>
153886	4/10/2013	0001052 WASHINGTON STATE PATROL	I13007134 I13007433		BACKGROUND CHECKS BACKGROUND CHECKS	10.00 1,171.50
						<b>Total : 1,181.50</b>
153887	4/10/2013	0007062 WAYPOINT BUSINESS SOLUTIONS	40006070		WIFI EQUIPMENT	2,355.53
						<b>Total : 2,355.53</b>
153888	4/10/2013	0001039 WESTERN PETERBILT, INC	S2782641 S782758		CAM KIT CAMSHAFT	28.23 308.88
						<b>Total : 337.11</b>
153889	4/10/2013	0005064 WHATCOM COUNTY AS FINANCE	18952		1ST QTR 2013/NW MINI CHAIN	444.75

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153889	4/10/2013	0005064 0005064 WHATCOM COUNTY AS FINANCE	(Continued)			<b>Total : 444.75</b>
153890	4/10/2013	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1225		MAR 2013/ANIMAL SHELTER	7,083.33
						<b>Total : 7,083.33</b>
153891	4/10/2013	0001000 WHIDBEY AUTO PARTS, INC.	170715 170968		FILTERS GREASE FITTING	11.69 3.93
						<b>Total : 15.62</b>
153892	4/10/2013	0001007 WHIDBEY CLEANERS	236929		EMBROIDERY	32.61
						<b>Total : 32.61</b>
153893	4/10/2013	0000675 WHIDBEY COMMUNITY PHYSICIANS	12156253 672537 673066		RESPIRATOR CLEARANCE PHYSICAL/MCNEIL PHYSICAL/PRICE	262.50 225.00 225.00
						<b>Total : 712.50</b>
153894	4/10/2013	0007078 WHIDBEY SIGN COMPANY	032713		MARATHON FLAGS	1,495.71
						<b>Total : 1,495.71</b>
153895	4/10/2013	0001010 WHIDBEY TELECOM	3559115		CURRENT NET SERVICES	42.08
						<b>Total : 42.08</b>
153896	4/10/2013	0007067 WHOLE HEARTED MINISTRY	032713		BUSINESS LICENSE OVERPAYMENT	4.50
						<b>Total : 4.50</b>
153897	4/10/2013	0006316 WOODRUSH MUSIC, LLC	2088		MUSIC/MARATHON	400.00
						<b>Total : 400.00</b>
153898	4/10/2013	0001037 WORK OUTFITTERS	50078		BOOTS/WELSHANS	150.00
						<b>Total : 150.00</b>
153899	4/10/2013	0001061 XEROX CORPORATION	701621980		FEB 2013/COPIER RENTAL	4,619.70
						<b>Total : 4,619.70</b>
153900	4/10/2013	0002826 YOUTH'S SAFETY COMPANY	21362		JUNIOR FIREFIGHTER BADGES	254.48
						<b>Total : 254.48</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202		Vouchers for bank code : bank			Bank total :	355,154.27
202		Vouchers in this report			Total vouchers :	355,154.27

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

Bill No. C/A 5.c.  
Date: April 16, 2013  
Subject: Interlocal with Whatcom  
County for NW Mini-Chain

**FROM:** Edgar J. Green, Chief of Police

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

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

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**PURPOSE**

The Oak Harbor Police Department participates with the Whatcom County Sheriff's Office and utilizes their "Mini-Chain". The City is dependent upon this group to facilitate the pickup and movement of prisoners who are arrested on City of Oak Harbor warrants outside of the City of Oak Harbor boundaries.

**AUTHORITY**

*RCW 39.34.080*

*Contracts to perform governmental activities which each contracting agency is authorized to perform.*

Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, That such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.

[1967 c 239 § 9.]

**FISCAL IMPACT DESCRIPTION**

The service is not free, but this is a more economical and reasonable approach then sending department personnel to do a job that the Whatcom County Sheriff's Office is already doing. The billing is based on past year's use by our department. Whatcom County takes the total number of prisoners that were moved on our behalf and determines what percentage of the prisoners that represents and charges us accordingly. For 2013 the Whatcom County Sheriff's Office conceded they were late in getting out the new Interlocal agreements, partly because of new rates and other adjustments to the program. Rather than make people pay the "new anticipated rate" mid budget cycle, the Whatcom County Sheriff (Bill Elfo) opted to charge the participants at the 2012 rates. The new rates will be instituted in 2014.

There is no need for any special funding; this expense was anticipated in the 2013-2014 budgets.

Cost: \$1,779.00

### **SUMMARY STATEMENT**

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

### **STANDING COMMITTEE REPORT**

N/A

### **RECOMMENDED ACTION**

Authorize the Mayor to sign the Interlocal Cooperation Agreement with Whatcom County Sheriff's Office for Northwest Mini-Chain Services.

### **ATTACHMENTS**

Letter from Whatcom County Sheriff's Office  
Copy of Interlocal Agreement

### **MAYOR'S COMMENTS**

N/A

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

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

**1. PURPOSE**

The purpose of this agreement is to provide for transportation services for prisoners for The City of Oak Harbor for a period beginning on the First day of January, 2013 and ending on the Thirty-first day of December, 2013. The City of Oak Harbor and Whatcom County agree to the terms and conditions incorporated herein.

**2. RESPONSIBILITIES:**

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

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

Whatcom County covenants to perform the following transportation services:

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

**3. TERM OF AGREEMENT:**

The term of this Agreement shall be from January 1, 2013 through December 31, 2013, regardless of date of signature.

The term of this agreement shall be subject to review and revision in September of 2013 for renewal in January 2014.

**4. MANNER OF FINANCING:**

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

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

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

Annual Compensation:        \$1,779.00

Quarterly Invoices:

March 31, 2013	\$444.75
June 30, 2013	\$444.75
September 30, 2013	\$444.75
December 31, 2013	\$444.75

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

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

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

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

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

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

parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CONTRACTOR:**

**APPROVED:**

**RECOMMENDED:**

\_\_\_\_\_  
Mayor, City of Oak Harbor

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
Grant Weed, Interim City Attorney      Date

**Approved:**  
Accepted for City of Oak Harbor

\_\_\_\_\_  
Valerie Loffler, City Clerk              Date

STATE OF WASHINGTON    )  
  ) Ss.  
CITY OF OAK HARBOR     )

On this \_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the City of Oak Harbor and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at  
\_\_\_\_\_ My commission expires \_\_\_\_\_

**WHATCOM COUNTY:**

Recommended for Approval:

BMG 3-20-2013  
Bill Elfo, Sheriff Date

Approved as to form:

R. [Signature] 2-6-13  
Prosecuting Attorney Date

**Approved:**

Accepted for Whatcom County:

By: [Signature]  
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )  
 ) Ss  
COUNTY OF WHATCOM )

On this 20th day of March, 2013, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Suzanne M. Mildner  
NOTARY PUBLIC in and for the State of Washington, residing at  
Bellingham. My commission expires 12-31-14.

**CONTRACTOR INFORMATION:**

The City of Oak Harbor

Address:  
860 SE Barrington Drive  
Oak Harbor, WA 98277

Contact Name: Captain Tim Sterkel  
Contact Phone: 360.279.4617  
Contact FAX: 360.279.4609  
Contact Email: [tsterkel@cob.oakharbor.org](mailto:tsterkel@cob.oakharbor.org)



**WHATCOM COUNTY  
SHERIFF'S OFFICE**

**BILL ELFO**  
SHERIFF

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



**JEFF PARKS**  
UNDERSHERIFF

**ART EDGE**  
CHIEF DEPUTY

**DOUG CHADWICK**  
CHIEF DEPUTY

**STEVE COOLEY**  
CHIEF INSPECTOR

**WENDY JONES**  
CHIEF OF CORRECTIONS

March 20, 2013

Oak Harbor Police Department  
Attn: Captain Tim Sterkel  
860 SE Barrington Dr.  
Oak Harbor, WA 98277

Dear Captain Sterkel,

Enclosed please find two (2) originals of the 2013 Interlocal Cooperative Agreement for Mini-Chain Services between Whatcom County and Oak Harbor. Due to a delay with our Finance Department getting the figures to us, we have decided to keep the figures the same this year (2013) as last year (2012). Please see enclosed breakdown of the costs for the Northwest Mini-Chain program for years 2012 and 2013. Please also note that we will do our annual review of these figures in July 2013 and anticipate a possible increase in the figures for 2014 due primarily to the increases in fuel costs.

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

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

Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'Laurie Reid'.

Laurie Reid  
Administrative Coordinator

Encl.

**WHATCOM COUNTY  
NW Minichain Per Diem  
Based on Budget Year 2012**

**EXPENDITURES**

**Operating Expenditures**

Salary & Benefits (Exhibit A)	\$ 68,125
Overtime (Exhibit F)	7,000
Small Tools	200
Telephone	600
Equipment Rental (Exhibit B)	35,000
Admin Cost Allocation (Exhibit C)	3,692
Insurance Premiums (Exhibit D)	4,448
Equipment (Exhibit E)	2,235
<b>Total Operating Expenditures</b>	<b><u>\$ 121,299</u></b>

**Jail Administration**

Jail Administration Labor (Exhibit G)	\$ 3,140
<b>Total Jail Administration</b>	<b><u>\$ 3,140</u></b>

**TOTAL EXPENDITURES**

**\$ 124,439**

**NW MINICHAIN PER DIEM**

**\$ 148**

Number of Inmates Transported per Year: 838

*\*Estimate based on actual inmates transported from 07/10-06/11.*

Agencies	Total Inmates Transported	Percentage Share	Total Amount	2011	Difference	Qtrly amt 2012
Island	149	17.78%	\$ 22,125	11,295	\$ 10,830	2,824
Oak Harbor	12	1.43%	\$ 1,779	1,412	\$ 367	353
Skagit*	301	39.14%	\$ 48,705	43,728	\$ 4,977	10,932
Shared(Western)	54	0.00%	\$ -			
Whatcom*	290	37.83%	\$ 47,075			
	<b>806</b>	<b>96.18%</b>	<b>\$ 119,684</b>			
US Marshals	32	3.82%	**			
	<b>838</b>	<b>100.00%</b>				

*\*Agencies share Western equally.  
\*\*US Marshals have a separate contract.*

838

**WHATCOM COUNTY**  
**NW Minichain Per Diem**  
**Based on Budget Year 2013**

**EXPENDITURES**

**Operating Expenditures**

Salary & Benefits (Exhibit A)	\$ 106,494
Overtime	13,000
Small Tools	200
Telephone	600
Fuel	16,200
Equipment Rental (Exhibit B)	25,200
Admin Cost Allocation (Exhibit C)	7,079
Insurance Premiums (Exhibit D)	3,951
Equipment (Exhibit E)	2,235
<b>Total Operating Expenditures</b>	<b><u>\$ 174,959</u></b>

**Jail Administration**

Jail Administration Labor (Exhibit F)	\$ 2,998
<b>Total Jail Administration</b>	<b><u>\$ 2,998</u></b>

**TOTAL EXPENDITURES**

**\$ 177,957**

**Less: Revenue from DOC**

\$ (12,000)

**TOTAL ADJUSTED EXPENDITURES**

**\$ 165,957**

**NW MINICHAIN PER DIEM**

**\$ 198**

Number of Inmates Transported per Year:\* 839

\*Estimate based on actual inmates transported from 07/11-06/12.

Agencies	Total Inmates Transported	Percentage Share	Total Amount
Island	153	18.24%	\$ 30,271
Oak Harbor	21	2.50%	\$ 4,149
Skagit*	334	42.67%	\$ 70,814
Shared(Western)	48	0.00%	\$ -
Whatcom*	263	34.21%	\$ 56,774
	<b>819</b>	<b>97.62%</b>	<b>\$ 162,008</b>
US Marshals	20	2.38%	**
	<b>839</b>	<b>100.00%</b>	

\*Agencies share Western equally.  
\*\*US Marshals have a separate contract.



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

## **RECOMMENDED ACTION**

Approve renewal of the hearing examiner contract with Michael Bobbink and authorize the Mayor to sign.

## **ATTACHMENTS**

Professional Services Agreement with Hearing Examiner Michael Bobbink

## **HEARING EXAMINER SERVICES AGREEMENT**

THIS AGREEMENT, is made and entered into in duplicate this 16th day of April, 2013, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and MICHAEL BOBBINK hereinafter referred to as the "HEARING EXAMINER".

WHEREAS, there is a need to have Hearing Examiner Services for the City; and

WHEREAS, the Mayor may appoint a Hearing Examiner; and

WHEREAS, Michael Bobbink is an attorney admitted to the Washington State Bar and an experienced Hearing Examiner who has demonstrated the ability to perform the duties of Hearing Examiner in a competent, professional, fair and impartial manner; and

WHEREAS, the Mayor recommends Michael Bobbink be retained on contract under the terms and conditions set forth herein; not, therefore,

In consideration of the mutual benefits to be derived by the parties herein, the parties agree as follows:

WHEREAS, the HEARING EXAMINER represents the HEARING EXAMINER 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.

1. Duties. The Hearing Examiner shall perform all of the duties set forth in OHMC Chapters 18.20 and 18.30 and all other actions reasonably necessary to fulfill the obligations of the position, as established by state statute or City ordinance. The provisions of RCW 35.63.130 are incorporated by this reference as if fully set forth herein.
2. The Hearing Examiner shall adopt such rules as he deems necessary to performance of the duties of Hearing Examiner pursuant to City Code.
3. Term. This Agreement shall be in effect for two (2) years from the date of execution thereof.
4. Compensation and Method of Payment.
  - 4.1 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.
  - 4.2 No payment shall be made for any service rendered by the HEARING EXAMINER except for services identified and set forth in this Agreement.
  - 4.3 The Hearing Examiner shall provide services to the City and shall be paid One Thousand Five Hundred Dollars (\$1,500.00) per month for the services of Hearing Examiner and performing of the duties described herein.

5. Reports and Inspections.

5.1 The HEARING EXAMINER 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 HEARING EXAMINER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the HEARING EXAMINER'S activities that relate, directly or indirectly, to this Agreement.

5.2 Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the Examiner under this Agreement shall become the property of the City upon payment of the Examiner's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Examiner.

6. Independent Contractor Relationship.

The Examiner is an independent contractor for the performance of services under this Agreement. The Examiner is also an appointed City official. The City shall not be liable for, nor obligated to pay to the Examiner, or any employee of the Examiner, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Examiner which may arise as an incident of the Examiner performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Examiner.

7. Taxes. The Examiner will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Examiner.

8. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties, and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way.

9. Hold Harmless/Indemnification.

9.1 HEARING EXAMINER 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 HEARING EXAMINER in performance of this

Agreement, except for injuries and damages caused by the sole negligence of the City.

9.2 For purposes of this indemnification and hold harmless agreement, the HEARING EXAMINER 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.

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

10. Compliance with Laws.

The HEARING EXAMINER, 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.

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

11.2 Nondiscrimination in Employment. In the performance of this Agreement, the HEARING EXAMINER 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 HEARING EXAMINER 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 HEARING EXAMINER 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 HEARING EXAMINER 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 HEARING EXAMINER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Hearing Examiner Pro Tem. The Hearing Examiner, if unable to complete the services of Hearing Examiner for any reason (including conflicts or appearance of fairness) shall pay for the services of another Hearing Examiner. The City reserves the right to select the Hearing Examiner Pro Tem appointed pursuant to this provision.

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.

The Examiner shall keep all records related to this Agreement for a period of three years following completion of the work for which the Examiner is retained. The Examiner shall return the City's original records to the City. The Examiner shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Examiner. Upon request, the Examiner will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Examiner, but the Examiner may charge the City for copies requested for any other purpose.

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.

This Agreement can only be terminated for criminal law violations, malfeasance in office or sustained findings of violation of the Rules of Professional Conduct (RPCs).

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. Waiver.

The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

22. 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:

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

HEARING EXAMINER:

Michael Bobbink  
528 Clark Road  
Bellingham, W A 98225

---

Scott Dudley, Mayor

---

Michael Bobbink

Attest:

---

Valerie J. Loffler, City Clerk

# City of Oak Harbor City Council Agenda Bill

Bill No. C/A 5.e.  
Date: April 16, 2013  
Subject: Set Council Retreat Date to  
Discuss Health Care Coverage



FROM: Larry E. Cort, City Administrator

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

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

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### PURPOSE

The purpose of this agenda bill is to set a day and time for a retreat to discuss the City long-term financial and organizational goals with respect to the health care plans offered to the City's employees. If available, a preferred date and time will be brought forward at the Council meeting.

### AUTHORITY

General City Council authority is established at Chapter 35A.11 and 35A.12 RCW and Chapter 1.16 OHMC.

### FISCAL IMPACT DESCRIPTION

Retaining a professional facilitator for the retreat will likely cost in the range of \$500 - \$750.

### SUMMARY STATEMENT

On March 19, 2013, the City Council met in a special workshop meeting to discuss health care benefits for the City's employees. This meeting focused on the historical, current and near future financial picture, the health plan options offered by the Association of Washington Cities, a comparison of other cities our size and general discussion on health care policy.

Much of the Council discussion appeared to focus on the larger policy question of what goals will the City seek to achieve in its review of employee health benefits. There were also requests for additional information to better understand the context for any changes to our coverage. With these questions and comments in mind, it is proposed that a facilitated retreat could be a useful format to build a set of goals to be accomplished during this review. Once agreement has been reached on a set of goals, the staff can do the necessary homework, engage our stakeholders in the discussion and begin developing alternatives that meet those goals.

At the time of drafting this agenda bill, staff is working to secure several possible dates for the retreat and hopes to bring a preferred date forward at the April 16, 2013 meeting.

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

## **STANDING COMMITTEE REPORT**

This item has not been reviewed by a standing committee.

## **RECOMMENDED ACTION**

1. Motion to set [date and time to be determined] for a retreat to discuss long-term financial and organizational goals with respect to employee health care plans.

## **ATTACHMENTS**

# City of Oak Harbor City Council Agenda Bill

**Bill No.** 6.a.  
**Date:** April 2, 2013  
**Subject:** Ordinance Amending OHMC  
Section 2.39.030, Marina  
Advisory Committee  
Composition

**FROM:** Steve Powers  
Development Services Director

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

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

---

### PURPOSE

This agenda bill presents two draft ordinances related to the composition of the Marina Advisory Committee. One ordinance (Option A) leaves the size of the committee at five members and only amends the residency requirement for one of the members. The other ordinance (Option B) increases by two members the size of the advisory committee. It also amends the residency requirement for one of the members.

### AUTHORITY

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

### FISCAL IMPACT DESCRIPTION

Funds Required: N/A

Appropriation Source: N/A

### SUMMARY STATEMENT

A draft ordinance increasing the size of the Marina Advisory Committee from five to seven members was introduced to the City Council at the March 19<sup>th</sup> meeting. That draft ordinance was then reviewed with the Marina Advisory Committee at their April 1<sup>st</sup> meeting. A revised draft ordinance was presented to the City Council at the April 2<sup>nd</sup> meeting, at which time the Council engaged in a discussion as to the merits of the proposed ordinance. The Council also took testimony from two Marina Advisory Committee members. At the conclusion of the Council's discussion they directed staff to return with two different ordinances. One ordinance was to leave the size of the committee at five members and

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

only amend the residency requirement for one of the members (Staff has labeled this as ‘Option A’). The other ordinance was to increase by two members the size of the advisory committee; it also was to amend the residency requirement for one of the members (Staff has labeled this as ‘Option B’).

## **MARINA ADVISORY COMMITTEE REVIEW**

The initial draft code was presented to the Marina Advisory Committee at their April 1, 2013 meeting. The Committee forwarded the following recommendation to the City Council:

- The Marina Advisory Committee does not believe it is necessary to expand the size of the committee from 5 to 7 members.
- Should the City Council choose to do so, the Committee recommends that 6 of 7 members be customers of the Marina.

## **STANDING COMMITTEE REPORT**

This item was presented to the Governmental Services Standing Committee at their March 12, 2013 meeting.

## **RECOMMENDED ACTION**

•Move approval of Ordinance No. 1655 (Option A) amending the residency requirement for the fifth Marina Advisory Committee member.

**OR**

•Move approval of Ordinance No. 1655 (Option B) increasing the size of the Marina Advisory Committee by two members and amending the residency requirement for the seventh member.

## **ATTACHMENTS**

- Draft Ordinance No. 1655 (Option A)
- Draft Ordinance No. 1655 (Option B)

ORDINANCE NO. 1655

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE SECTIONS 2.39.030, COMPOSITION OF THE MARINA ADVISORY COMMITTEE, BY REVISING THE MEMBER RESIDENCY REQUIREMENTS

WHEREAS, the purpose of the Marina Advisory Committee is to advise the Mayor and City Council concerning matters affecting the Marina; and

WHEREAS, the Marina Advisory Committee has ably filled this role for many years; and

WHEREAS, the Marina Advisory Committee in its current composition has existed since 2008 with the adoption of Ordinance No. 1541; and

WHEREAS, Ordinance No. 1541 established certain criteria for committee membership and it is desirable to maintain membership criteria suited to the unique needs of the Oak Harbor Marina; and

WHEREAS, the existing code requires four of the committee members to reside in or own a business in the Oak Harbor city limits and allows one member to reside anywhere within the State of Washington; and

WHEREAS, amending the code to require residency within Island County for the fifth member will help ensure that committee members are drawn from an area nearby the Marina.

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

**Section One.** Oak Harbor Municipal Code, Section 2.39.030, Composition of the Marina Advisory Committee, adopted by Section 2 of Ordinance No. 1541 in 2008 is hereby amended to read as follows:

**2.39.030 Composition of the marina advisory committee.**

The marina advisory committee shall consist of five members, who shall meet the following qualifications:

- (1) At least four of the marina advisory committee members shall reside in or own businesses within the Oak Harbor city limits and the fifth member shall reside in ~~the State of Washington~~ [Island County](#);
- (2) Four of the members of the marina advisory committee shall be customers of the marina facility (Position Nos. 1, 3, 4 and 5). One of the marina advisory committee members (Position No. 2) shall be a member of the public who need not be a customer of the moorage facility. For purposes of this provision, a “customer of the moorage facility” shall mean a boat owner/lessee or storage lessee of the marina facility. Use of guest moorage only shall not constitute being “a customer of the moorage facility.”

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

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

PASSED by the City Council this 16th day of April 2013.

CITY OF OAK HARBOR

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

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Valerie J. Loffler, City Clerk

\_\_\_\_\_  
Grant K. Weed, Interim City Attorney

Introduction: 03/19/13

Adopted: 04/16/13

Published: 04/20/13

ORDINANCE NO. 1655

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE SECTIONS 2.39.030 AND 2.39.040, COMPOSITION OF THE MARINA ADVISORY COMMITTEE, BY AMENDING MEMBER RESIDENCY REQUIREMENTS, BY INCREASING THE NUMBER OF MEMBERS FROM FIVE (5) TO SEVEN (7), AND ESTABLISHING TERMS FOR THOSE NEW MEMBERS

WHEREAS, the purpose of the Marina Advisory Committee is to advise the Mayor and City Council concerning matters affecting the Marina; and

WHEREAS, the Marina Advisory Committee has ably filled this role for many years; and

WHEREAS, the Marina Advisory Committee in its current composition has existed since 2008 with the adoption of Ordinance No. 1541; and

WHEREAS, Ordinance No. 1541 established certain criteria for committee membership and it is desirable to maintain membership criteria suited to the unique needs of the Oak Harbor Marina; and

WHEREAS, the existing code requires four of the committee members to reside in or own a business in the Oak Harbor city limits and allows one member to reside anywhere within the State of Washington; and

WHEREAS, amending the code to require residency within Island County for the fifth member will help ensure that committee members are drawn from an area nearby the Marina; and

WHEREAS, increasing the size of the Committee by two members may assist the Committee in making its recommendations to the Mayor and City Council.

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

**Section One.** Oak Harbor Municipal Code, Section 2.39.030, Composition of the Marina Advisory Committee, adopted by Section 2 of Ordinance No. 1541 in 2008 is hereby amended to read as follows:

**2.39.030 Composition of the marina advisory committee.**

The marina advisory committee shall consist of ~~five~~seven members, who shall meet the following qualifications:

- (1) At least ~~four~~six of the marina advisory committee members shall reside in or own businesses within the Oak Harbor city limits and the ~~fifth~~seventh member shall reside in ~~the State of Washington~~Island County;

- (2) ~~Four~~Six of the members of the marina advisory committee shall be customers of the marina facility (Position Nos. 1, 3, 4, ~~and 5~~, 6 and 7). One of the marina advisory committee members (Position No. 2) shall be a member of the public who need not be a customer of the moorage facility. For purposes of this provision, a “customer of the moorage facility” shall mean a boat owner/lessee or storage lessee of the marina facility. Use of guest moorage only shall not constitute being “a customer of the moorage facility.”

**Section Two.** Oak Harbor Municipal Code, Section 2.30.040, Appointment-Terms, adopted by Section 2 in Ordinance 1541 in 2008 is hereby amended to read as follows:

**2.39.040 Appointment – Terms.**

- (1) All marina advisory committee members shall be appointed by the mayor, subject to confirmation by the city council.
- (2) Existing members of the marina advisory committee at the time of adoption of the ordinance codified in this chapter shall serve out their remaining terms.
- (3) All subsequent appointments shall be for staggered three-year terms. Position Nos. 1 and 2 shall be appointed for an initial term of one year and for three-year terms thereafter. Position Nos. 3 and 4 shall be appointed for an initial term of two years and for three-year terms thereafter. Positions No. 5, 6 and 7 shall be appointed for an initial term of three years and for three-year terms thereafter.
- (4) Vacancies occurring other than through the expiration of terms shall be filled for the remainder of the term of the member being replaced. Vacancies shall be filled in the same manner as appointments.
- (5) Members may be removed at will at any time prior to the end of their term by the mayor.

**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 five days after publishing.

PASSED by the City Council this 16th day of April 2013.

CITY OF OAK HARBOR

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SCOTT DUDLEY, MAYOR

ATTEST:

Approved as to Form:

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Valerie J. Loffler, City Clerk

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Grant K. Weed, Interim City Attorney

Introduction: 03/19/13

Passed: 04/16/13

Published: 04/20/13

OPTION 'B'

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

Bill No. 7.a.(1) and (2)  
Date: April 16, 2013  
Subject: Windjammer/Staysail RV Park  
Automated Pay Station

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

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

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

**PURPOSE**

Currently, the City of Oak Harbor does not have a reservation system for Windjammer/Staysail RV Park. We do not have staff on duty to collect payments from campers when they arrive at the park. Campers pay for their camp sites by inserting cash or checks into an envelope that is placed in a locked drop box located at the park. Each day, two Parks Division employees remove the envelopes from the drop box, confirm that there is an envelope or previous payment for all occupied sites and then deliver the unopened envelopes to the Finance Department, where the envelopes are opened and staff verifies that the campers have paid the required fees for their sites. Finance staff then records the receipts and processes them for deposit (the process differs slightly on weekends because Finance staff is not available to verify and record receipts). If Finance staff finds that a camper has either not paid or not paid the appropriate amount, Parks staff is notified and they attempt to make contact with the camper to secure payment. The use of two employees for collection of camp receipts is a safety and security measure, as well as a cash handling procedure that was implemented several years ago in response to concerns from the State Auditor. Although this process has worked well for many years, it is very labor intensive and is not responsive to some of the customer requests that we have received in the recent past, that we do not have a reservation system and we do not accept credit/debit cards.

The drop box system has also been the target of attempted break-ins over the past few years. Fortunately, the attempts were not successful and we did not experience theft of the camp receipts, but there has been damage to the drop box which has created additional expense to the City for repairs.

**AUTHORITY**

The City of Oak Harbor is authorized to provide recreational services through RCW 35A.11.020. The Staysail RV Park has hosted campers, visitors and citizens of our community, for over 30 years.

**FISCAL IMPACT DESCRIPTION**

Funds Required: \$15,500  
Appropriation Source: Parks Budget (001.70)

**SUMMARY STATEMENT**

Staff proposes to replace the current drop box pay system with an automated pay system that allows customers to pay with credit or debit cards that have the MasterCard or Visa logo on them, through either an online reservation system or at a kiosk located in the park. The kiosk would allow campers

without reservations to see which sites are available and allow them to select their site and pay for it electronically using a touch screen. Staff has confirmed with the vendor that the system will also accept MasterCard and Visa gift cards that do not have the customer's name printed on them.

The installation of an automated pay system would eliminate the need for two Parks employees to collect fees and handle cash, which would save approximately 235 hours of labor annually, save approximately \$1,600 annually for the cost of payment envelopes, allow the Finance Department to monitor and track funds through an online management system, and give campers the ability to reserve a camp site in advance of their arrival.

Parks staff has investigated several different options for automated pay and reservation systems and has determined that a kiosk from Campground Automation Systems, along with an online reservation system, would meet our needs. There would be a fee of \$3.50 charged by the company for processing each online reservation made, which would be added to the camping fee. The fee would not be charged to campers who use the kiosk located at the park.

The estimated setup cost for the automated pay kiosk, including the computer and covered enclosure is \$15,500. There will also be an ongoing cost of \$178 per month for the online reservation and park management system and security camera set up.

Before the new pay system is implemented, staff will request City Council approval of a fee adjustment to give us the authority to collect the \$3.50 online reservation fee, as well as the state sales tax that will be passed on to the customers, which the Parks Division has been absorbing up to this point. RV Park user fees have not been adjusted since 2005 (OHMC Section 6.13.100).

City Council will also be asked, at a later date, to approve a contract with Comcast or Frontier to provide a network connection at the RV Park. The internet connection for the kiosk will cost approximately \$40-\$200 per month. At the minimum \$40 fee, the kiosk is connected into the network for RV Park users to pay and register on site. For \$200 per month, we can also offer a certain level of free Wi-Fi to our park patrons. Staff intends to have the automatic pay station and associated online pay and reservation system operational after the current peak usage season has ended in November 2013.

### **STANDING COMMITTEE REPORT**

The RV Park Automated Pay System was discussed at the February 3, 2011 Public Works Standing Committee meeting. The Oak Harbor Park Board also reviewed this item at their February 22, 2011 meeting.

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize the Mayor to enter into an agreement with Campground Automation Systems for the installation of an automated pay station at the Windjammer/Staysail RV Park, as well as for the associated online reservations system; and
2. Authorize staff to solicit bids to construct a shelter around the automated pay station.

### **ATTACHMENTS**

Agreement with Campground Automation Systems

## Campground Automation Systems – License Agreement

**Please complete, sign and mail two copies of this Agreement to:**

Campground Automation Systems, Inc.  
P.O. Box 1951  
Mount Juliet, Tennessee 37121

Licensee (Company Name): City of Oak Harbor

Individual to Contact: Hank Nydam

Street Address: 865 SE Barrington Drive

City: Oak Harbor State: WA

Zip/Postal Code: 98277 Country: USA

Telephone Number: 360-279-4756

Fax Number: 360-679-3902

Email Address (Required): hnydam@oakharbor.org

Number of Physical Camp Sites: Under 100 at campground

Monthly Fee per for Service: \$178

Setup Fee per for Service: Defined in Exhibit A / Estimate

Service Provided by Campground Automation Systems: Sunrise Panorama, Sunrise Reservations, Sunrise Kiosk

Additional Terms: Exhibit A shall be considered Estimate with

**Term Length: Unless otherwise agreed upon in writing, this agreement is for one year and shall automatically renew each successive year in one year increments on the anniversary date of execution unless Licensee terminates the agreement by providing written notice thereof to CAS not later than 60 days prior to the anniversary date of the agreement, provided that CAS shall provide Licensee with 120 days notice of any fee increase prior to the anniversary date of the agreement.**

Payment Terms: Licensing fee will be made through Electronic Fund Transfer.

Licensee's Website: \_\_\_\_\_

**CAMPGROUND AUTOMATION SYSTEMS, INC.  
LICENSE AGREEMENT**

Whereas Licensee desires to receive, and Campground Automation Systems, Inc. as Licensor, (hereinafter, CAS) desires to grant to Licensee, a non-exclusive license to make certain websites, web applications and software available for use to Licensee's Authorized Users in accordance with the terms and conditions set forth below, and in consideration of the fees described herein, the parties hereby agree as follows:

**SECTION 1 DEFINITIONS.** The definition of terms set forth in this Section 1 shall apply when such terms are used in this Agreement, its exhibits, and any amendments hereto.

- 1.1 **"Authorized Users"** means Licensee's employees, agents and contractors.
- 1.2 **"Effective Date"** means the date on which CAS executed this Agreement as set forth on the signature page.
- 1.3 **"Enhancements."** Changes, additions, upgrades, other than Maintenance Modifications, to the Licensed Software, Equipment, or Licensed Documentation that add significant new functions or substantially improved performance thereto by changes in system design or coding.
- 1.4 **"Equipment."** Any and all hardware provided by CAS to the Licensee pertaining to the support, operation and functionality of the software in the course of the subscription of the Services.
- 1.5 **"Errors."** Problems caused by incorrect operation of; (i) the computer code of the Licensed Software, (ii) the Equipment provided by CAS (where applicable), or (iii) an incorrect statement or diagram in Licensed Documentation that produces incorrect results or causes incorrect actions to occur.
- 1.6 **"Licensed Documentation."** The system documentation and the user manuals in whatever form available, currently available from CAS, for the Licensed Software or any Equipment provided by CAS, and more particularly accessible from the help menu from within the Licensed Software.
- 1.7 **"Licensed Software."** CAS's "Sunrise Reservations" and "Sunrise Panorama" web applications as well as any locally installed software that CAS might deem necessary to provide for the performance of its Service. This further includes Sunrise Kiosks or other approved Equipment including site-control firmware which Licensee may purchase as part of the Sunrise System. This does NOT include network hardware or software, computer hardware or software, or Internet connection software required to access CAS hosted software.

- 1.8 **“Maintenance Modifications.”** Modifications or revisions to the Licensed Software, Equipment, or Licensed Documentation that correct Errors therein.
- 1.9 **“Service.”** The entire scope of service provided by CAS for and to the benefit of the Licensee as pertains to the licensing of the Service, which includes but is not limited to, the use of the Licensed Software, Equipment (where provided by Licensor), Manuals and other pertinent documentation, where provided, and solely as described under this Licensing Agreement or related documentation.

## **SECTION II            LICENSE AND FEES**

- 2.1 Subject to the terms and conditions of this Agreement, CAS grants to Licensee a nontransferable, nonexclusive, limited right to access the Licensed Software. This license is expressly conditioned upon Licensee’s compliance with the following requirements:
- 2.2 Licensee may not modify or alter the Licensed Software, or any components thereof, as they are provided by CAS to Licensee.
- 2.3 Any use of the Licensed Software licensed pursuant to the Agreement by the Licensee and/or its Authorized Users will be subject to the terms and conditions of the CAS Privacy Policy and Terms and Conditions that accompanies the Licensed Software. Licensee is responsible for ensuring that the Privacy Policy and Terms and Conditions is posted on Licensee’s website and that each authorized user is aware of and complies with the terms of the Privacy Policy and Terms and Conditions. Additionally, CAS does not retain any credit card information as part of the Terms and Conditions and Privacy Policy and therefore, Licensee may not record credit card information in the Licensed Software in any format. CAS will not be held liable for credit card information loss resulting from the retention of Credit Card data.
- 2.4 Licensee agrees not to modify, reverse engineer, reverse compile, or otherwise disassemble the Licensed Software. Licensee may not use nor permit any other party to use, reproduce, sublicense, display, distribute or dispose of the Licensed Software, in whole or in part, other than as expressly permitted under this Agreement. Licensee further agrees that it will not display or distribute any screen shots of the Licensed Software without CAS’s written consent.
- 2.5 Licensee acknowledges that the Licensed Software is the sole and exclusive property of CAS and that it embodies valuable confidential and secret information of CAS, the development of which required the expenditure of considerable time and money by CAS. Licensee shall treat the Licensed Software and Licensed Documentation in confidence and acknowledges that CAS retains all right, title, and interest in the Licensed Software, including without limitation all copyrights, patents, trademarks and other proprietary rights including data collected by software. Except as expressly set forth herein, no other rights or licenses are granted or are to be implied and Licensee will not derive or assert

any title or interest in or to the Licensed Software, propriety equipment, or related documentation. This Agreement does not authorize Licensee to use CAS's name or any of its trademarks.

- 2.6 If the Licensed Software and the related documentation are provided as an upgrade to an earlier licensed release of the Licensed Software, then you must have a valid license to operate such earlier release of the same version and edition as the upgrade to install or use the upgrade. All software being upgraded is deemed to be a part of the Licensed Software and is subject to this Agreement.
- 2.7 The License fee set forth in Exhibit "A" of this Agreement shall be paid by Licensee within 30 days of Licensor's execution of this Agreement. The Licensee fee is subject to change at the expiration of any year of Service as measured from the execution date of this Agreement.
- 2.8 The license fee specified in this Agreement hereof is exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the computer software licensed hereunder. Licensee shall pay any such amounts upon request of Licensor accompanied by evidence of imposition of such taxes.
- 2.9 Licensee shall make payments on or before required due dates for all payments including setup fees, ongoing license fees, and support fees. If Licensee fails to make payments within 5 days of the due date, CAS may charge a 15% finance charge for each month delinquent as late fees. CAS reserves the right to terminate Licensed Software service without notice to any Licensee for delinquent payments.
- 2.10 Payment for monthly fee(s) shall be made by Electronic Fund Transfer, in accordance with the ACH rules of Licensee's financial institution. The Licensee will have to sign an ACH authorization form allowing CAS to make an Electronic Fund Transfer.
- 2.11 Any remitted payment that results in an NSF or a declined credit card shall subject licensee to an additional \$100 penalty fee.

### **SECTION III            TERMINATION**

- 3.1 This Agreement will continue until terminated pursuant to this section 3. Either party may terminate this Agreement at any time by providing written notice to the other party. This Agreement will automatically terminate in the event that either party becomes insolvent, has a receiver appointed, makes an assignment for the benefit of the creditors, or becomes the subject of any proceeding under any bankruptcy, insolvency, or debtor's relief law.
- 3.2 In the event of any termination of this Agreement, all Licensee's rights granted herein shall immediately cease. No delay, omission or failure to exercise any right or

remedy provided for in this Agreement shall be deemed a waiver thereof, nor shall it be deemed to be a waiver of any other or subsequent breach. The rights of the parties under this clause are in addition to any other rights and remedies provided by law or under this Agreement. Sections 1, 2, 3, 4, 5 and 6 shall survive termination of this Agreement.

- 3.3 In the event Licensee fails to pay the monthly fee above described, CAS reserves the right to immediately terminate this contract. Both parties agree that CAS does not waive this remedy or any other remedies should it decide to not take action.
- 3.4 If this agreement has a term for length of time listed on page 1 and the Licensee terminates the agreement before the end of the term, the Licensee will be responsible for the remaining payments of the term unless waived by CAS.
- 3.5 In the event that CAS determines it necessary to take legal action for collection of any or all outstanding amounts owed by Licensee, Licensee agrees to compensate CAS for any and all such legal related expenses, including but not limited to court costs, reasonable attorney fees, and late charges and interest accrued on the outstanding amount(s) owed.

#### **SECTION IV. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES**

- 4.1 Insert warranty provision
- 4.2 The Service, including but not limited to the Licensed Software, Equipment and Documentation, is licensed to Licensee on an "AS IS" basis. CAS MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, REGARDING THE SERVICE LICENSED HEREUNDER, INCLUDING WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 4.2 As the exclusive remedy of Licensee for any nonconformity or defect constituting an Error in the Licensed Software for which CAS is responsible, CAS shall use commercially reasonable efforts to provide Maintenance Modifications with respect to such Error. However, CAS shall not be obligated to correct, cure, or otherwise remedy any Error in the Licensed Software resulting from any (1) modification of the Licensed Software by Licensee, (2) misuse or damage of the Licensed Software other than by personnel of CAS, or (3) failure of Licensee to notify CAS of the existence and nature of such nonconformity or defect promptly upon its discovery.
- 4.3 IN NO EVENT SHALL CAS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT, THE SOFTWARE, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CAS HAS BEEN

MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, LICENSEE ACKNOWLEDGES THAT THIS ALLOCATION OF RISKS IS A PART OF THE BARGAIN OF THIS AGREEMENT. CAS's total liability under this Agreement, however arising, shall not exceed the lesser of five hundred dollars (\$500.00) or the annual license fee remitted by the Licensee.

- 4.4 DUE TO THE COMPLEXITY OF THE SOFTWARE, IT IS POSSIBLE THAT USE OF THE SOFTWARE COULD LEAD TO THE UNINTENTIONAL LOSS OR CORRUPTION OF DATA. IN NO EVENT SHALL CAS BE HELD LIABLE FOR ANY SUCH LOSS OR CORRUPTION OF DATA OR INFORMATION RELATED TO ANY LICENSEES OR THIRD PARTIES WHO MAY USE THIS SOFTWARE. Although CAS takes many precautions in order to protect this data including nightly backups to locations off-site from the hosted server, the warranties provided in this Agreement do not cover any damages or losses resulting from data loss or corruption, and CAS shall not be held liable for the loss or corruption of such data.

## **SECTION V. INDEMNIFICATION**

- 5.1 CAS shall defend, indemnify, and hold the Licensee harmless from any claim of copyright or trade secret infringement resulting from the Licensee's acquisition and/or use of the Licensed Software.
- 5.2 To the extent permitted by applicable law, Licensee will indemnify, defend and hold CAS harmless from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable fees of attorneys and other professionals) arising out of or in connection with Licensee's use of the Licensed Software, unless the claims arises solely out of the Licensed Software as originally provided by CAS to Licensee. The foregoing exception will not apply to a claim arising out of the combination of the Licensed Software with any other software or hardware. CAS will promptly notify Licensee of any such claim and will provide reasonable cooperation and assistance in connection with such claims. Further, the foregoing exception shall not apply to any Equipment provided by CAS and installed and maintained by CAS on the Licensee's premises.

## **SECTION VI. GENERAL TERMS**

- 6.1 CAS reserves the right to change the Service as it may deem necessary or desirable, Provided that, in the event the Service is rendered unusable by such changes, Licensee may terminate this Agreement immediately without penalty. CAS reserves the right, without penalty or liability, to withdraw or discontinue any Service, without penalty or liability, from a Licensee who causes a system to malfunction or to a Licensee who fails to make changes which, in CAS's sole discretion, would prevent future malfunctions. CAS reserves the right to service, repair, exchange, test, and perform quality assurance exams on all CAS provided Equipment, if deemed necessary by CAS both on and off the Licensee's premise(s) and at Licensee's expense throughout the duration of the

Agreement. CAS reserves the right to process test system on Licensee's behalf and at Licensee's expense in order to monitor performance and Quality Assurance. After the initial installation of any necessary Equipment, any relocation thereafter must be approved and/or performed by an authorized CAS representative. Failure to comply will constitute grounds for termination of this Agreement and immediate repossession of all Equipment. Licensee is solely and completely financially responsible for any damage sustained to Equipment while such Equipment was in possession of the Licensee or on Licensee's property or storage, unless otherwise agreed upon in writing by CAS.

- 6.2 CAS shall not be liable for delays in performance under this Agreement or for failure to perform hereunder by reason of any third party's failure to provide CAS with the data necessary for complete and proper transmission of the Service. In the event that CAS shall be delayed, hindered in or prevented from the performance of any work, service or other acts required of CAS under this Agreement due to strikes, walk-outs, telecommunications equipment and power failures, government restrictions, civil commotion, riots, acts of terrorism, acts of war, fire, or act of God, all of such activities being beyond the control of CAS, then performances of such work, service, or other acts shall be excused for a period of such delay and the period for the performance of such work, services, or other acts shall be extended for a period equivalent to the period of such delay.
- 6.3 No action regardless of form, arising out of this Agreement, may be brought by either party hereto more than two years after the event giving rise to the cause of action except in the case of nonpayment, in which the applicable statute of limitation for collection actions will be applicable.
- 6.4 NOTICES. Any notice required under this Agreement will be deemed given: (i) when delivered personally; (ii) by facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iv) via electronic mail; or (v) as otherwise expressly provided in this Agreement. All communications will be sent to the parties' physical or electronic addresses noted on the first page of this Agreement. Licensee shall inform CAS in writing of any change in Licensee's physical or electronic address.
- 6.5 EXPORT. Licensee may not use or otherwise export or re-export the Licensed Software except as authorized by United States law and the laws of the jurisdiction in which the Licensed Software was obtained. In particular, but without limitation, the Licensed Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's List of Specially Designated Nations or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Licensed Software, Licensee represents and warrants that Licensee is not located in any such country or on any such list. Licensee also agrees that Licensee will not use the Licensed Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, or chemical or biological weapons.

- 6.6 **INJUNCTIVE RELIEF.** Licensee recognizes and acknowledges that any use or disclosure of the Licensed Software or Licensed Documentation by Licensee in a manner inconsistent with the provisions of this Agreement may cause CAS irreparable damage for which remedies other than injunctive relief may be inadequate, and Licensee agrees that in any request to a court of competent jurisdiction by CAS for injunctive or other equitable relief seeking to restrain such use or disclosure, Licensee will not urge that such remedy is not appropriate under the circumstances.
- 6.7 **ASSIGNMENT.** This Agreement will be binding on the assigns, heirs and successors (whether through merger or otherwise) of the parties, except that it may not be assigned by Licensee by any means, including without limitation, by operation of law of merger. Any attempted assignment of this Agreement in violation of this section will be void.
- 6.8 **RELATIONSHIP OF THE PARTIES.** Neither party may represent or bind the other party in any way and nothing stated in this Agreement will be construed as creating the relationships of joint venturers, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.
- 6.9 **PUBLICITY.** Licensee agrees that it will not make any press releases or public announcements referring to this Agreement without CAS's prior consent, Provided that this provision shall not be construed so as to disallow the Licensee from publicizing its use of the Licensed Software, or the services provided by the Licensed Software .
- 6.10 **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington as applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in Nashville, Tennessee. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts within that District.
- 6.11 **NO ORAL AGREEMENTS.** This Agreement constitutes the entire Agreement between the parties concerning the use and distribution of the Licensed Software licensed hereunder. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.

Understood and agreed to by the duly authorized representatives of the parties.

LICENSEE:

By: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

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

Institution: \_\_\_\_\_

Date: \_\_\_\_\_

CAS:

By: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_  
(Effective Date)

Exhibit A

# Campground Automation Systems Estimate



Campground Automation Systems, Inc.  
 PO BOX 1951  
 MOUNT JULIET, TN 37121  
 (877)783-2367  
 accounting@campgroundautomation.com  
 www.campgroundautomation.com

Date
02/18/2013
Exp. Date

Address
Hank Nydam Oak Harbor

Service	Activity	Quantity	Rate	Amount
Wall Unit Kiosk	• This unit is outdoor rated with a sunlight readable monitor, card reader, receipt printer, and heating / cooling unit.	1	5,400.00	5,400.00
Customization of Sunrise	• Software Customization	1	2,500.00	2,500.00
Panorama & Reservations:Standard	• Standard features of online reservation and park management system [Monthly]	1	178.00	178.00
Online Reservations	• Reservations on SunriseReservations at \$3.50 each	0	3.50	0.00
Setup of Sunrise	• Setup of Sunrise Panorama & Sunrise Reservations [Legal Fees / WA jurisdiction]	1	500.00	500.00
Travel Expenses	• Travel [Direct pass through]	1	1,500.00	1,500.00
Customization of Sunrise	• Software Customization [Hourly Rate for customization of reservation software]	0	90.00	0.00
			<b>Total</b>	<b>\$10,078.00</b>

This is a preliminary estimate only. Actual pricing may vary.

Accepted By \_\_\_\_\_

Accepted Date \_\_\_\_\_

# City of Oak Harbor City Council Agenda Bill

**Bill No.** 7.b.  
**Date:** April 16, 2013  
**Subject:** Retainer Agreement for Interim  
City Attorney Services

  
**FROM:** Larry Cort, City Administrator

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

 Scott Dudley, Mayor  
 Doug Merriman, Finance Director

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### PURPOSE

At the December 18, 2012 City Council meeting, the Council approved a Retainer Agreement for Interim City Attorney Services with the firm of Weed, Graafstra and Benson. In doing so, this action established a contract termination date of April 16, 2013. This agenda bill proposes to extend the Retainer Agreement for Interim City Attorney under the same terms with effect from April 17, 2013 to October 15, 2013.

### AUTHORITY

The Oak Harbor Municipal Code states:

#### *2.310.050 Professional service contracts.*

*Contracts for professional services, including contracts for legal and consulting services, are not subject to the bidding requirements of Chapters 2.310 through 2.390 OHMC. The mayor or his/her designee shall promulgate procedures and standards for the approval of such contracts. Contracts for architectural and engineering services shall be awarded in accordance with Chapter 2.350 OHMC and Chapter 39.80 RCW. For purposes of this section, "professional services" are those services involving skill, education and special knowledge and where the work is predominately mental and intellectual, rather than physical and mechanical. The mayor shall establish guidelines and procedures for obtaining professional services. Professional service contracts in excess of \$30,000 shall require approval by the city council. Contracts for professional services under \$30,000 shall be reviewed by the finance director or the city attorney prior to signing to assure compliance with the Oak Harbor biannual budget, provisions of Chapter 2.390 OHMC and purchasing policies promulgated by the mayor. (Ord. 1470 § 2, 2006).*

### FISCAL IMPACT DESCRIPTION

Funds Required: Retainer is \$6,400 per month for 40 hours, \$170 per hour above 40 hours  
Appropriation Source: Primarily General Fund (Legal)

### SUMMARY STATEMENT

The City retained interim legal services beginning June 4, 2012 from the Snohomish, WA firm of Weed, Graafstra and Benson. This firm specializes in municipal law, has an excellent statewide reputation and is currently representing a number of cities in western Washington, including Snohomish, Lake Stevens, Marysville and Coupeville, among others. The City Council confirmed the hiring of this firm on June 18, 2012 through August 8, 2012, extended the contractual relationship on August 8, 2012 through October 16,

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

2012, approved another contract extension on October 16 through January 2, 2013 and most recently extended the contract once again to April 16, 2013.

The attached Retainer Agreement, if approved, would extend the City's contractual arrangement with Weed, Graafstra and Benson for six months through the second meeting in October 2013. City staff continues to be well pleased with the overall quality, responsiveness and expertise by the small team of lawyers working at the firm. With the exception of the termination date, which has been amended from April 16, 2013 to October 15, 2013, the provisions in this Agreement are identical to those in the Agreement approved on December 18, 2012.

### **STANDING COMMITTEE REPORT**

This Agreement has not been presented to a Standing Committee.

### **RECOMMENDED ACTION**

Authorize the Mayor to sign a Retainer Agreement for Interim City Attorney Services with the firm of Weed, Graafstra and Benson, Inc., beginning on April 17, 2013 and ending on October 15, 2013.

### **ATTACHMENTS**

1. Retainer Agreement for Interim City Attorney Services

**RETAINER AGREEMENT  
FOR INTERIM CITY ATTORNEY SERVICES**

**I - PARTIES/EMPLOYMENT**

The CITY OF OAK HARBOR (hereinafter "CITY") agrees to retain the law firm of WEED, GRAAFSTRA AND BENSON, INC., P.S., 21 Avenue A, Snohomish, Washington, and said law firm (hereinafter "CITY ATTORNEY") agrees to serve as interim CITY ATTORNEY on the terms and conditions stated below. The CITY ATTORNEY shall serve at the pleasure of the Mayor; PROVIDED, that all decisions relative to such employment, or termination of the same, shall be subject to confirmation by a majority vote of the City Council.

**II - QUALITY OF SERVICES**

The CITY ATTORNEY shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

**III - COMPENSATION**

A. Basic Retainer: The CITY shall pay the CITY ATTORNEY a retainer in the amount of \$6,400.00 per month, which retainer shall be compensation for up to 40 hours of work per month for the following legal services:

1. To oversee and supervise the prosecution function for the CITY in municipal court.
2. To attend the two regularly scheduled meetings of the City Council per month.
3. To provide legal advice to the Mayor, Councilpersons, City Administrator and administrative heads of the various departments of the CITY under the direction of the Mayor and City Administrator.
4. To prepare such ordinances, resolutions, and instruments as the Mayor, City Council and City Administrator may direct, to render legal advice on all civil and criminal matters, and to prepare or review such correspondence, contracts, easements, and instruments as may be necessary and appropriate.

B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$170.00 per hour, or, if said services are performed by a paralegal in the CITY ATTORNEY's office the same shall be compensated at the rate of \$130.00 per hour:

1. Time in excess of basic retainer. Any and all hours expended on legal services referred to in paragraph A above (Basic Retainer) in excess of 40 hours per month.

2. Extra meetings. Attendance, at the request of the Mayor or City Administrator, at evening meetings of CITY boards, commissions or committees, except for regular City Council meetings held two times a month.

3. Local Improvement Districts. All legal services performed in connection with the formation and financing of any LID or ULID (although it is understood that the primary responsibility for this type of legal work will fall under the exceptions referred to in paragraph V below).

C. Litigation. The CITY shall pay the CITY ATTORNEY for all superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the CITY itself, at the rate of \$180.00 per hour.

D. Time Records. In order to determine appropriate compensation, the CITY ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.

E. Time for Payment. The CITY shall pay all compensation provided herein to the CITY ATTORNEY on a monthly basis, and within two weeks of the date on which each billing statement is received.

#### **IV - REIMBURSEMENT**

In addition to compensation for the legal services specified above, the CITY shall reimburse the CITY ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, long distance phone calls, library charges for municipal law books, and the cost of travel, at the Retainer Agreement

hourly rate one way, lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys which shall be pro-rated. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

#### **V - EXCEPTIONS**

This contract shall not cover legal representation relating to insurance defense, the formation and financing of local improvement districts, or other specialized fields where it is agreed by the parties that outside legal counsel should be retained.

#### **VI - INSURANCE COVERAGE**

The CITY ATTORNEY shall provide errors and omissions, and malpractice insurance coverage, while acting in the capacity of CITY ATTORNEY. Provided, the CITY shall indemnify and hold the CITY ATTORNEY harmless from any and all claims brought by third parties against the CITY ATTORNEY acting in said capacity.

#### **VII – EMPLOYMENT**

The CITY agrees for a period of two years from the effective date of this Agreement it shall not employ or contract with any employee, former employee or independent contractor of WEED, GRAAFSTRA AND BENSON, INC., P.S., for services. This provision shall survive expiration and/or termination of this Agreement.

#### **VIII - EFFECTIVE DATE AND DURATION**

This contract shall take effect on April 17, 2013 and shall continue in effect through October 16, 2013 unless earlier terminated or renegotiated by either party upon 60 days' written notice.

DATED this 16th day of April, 2013.

WEED, GRAAFSTRA AND  
BENSON, INC., P.S.

CITY OF OAK HARBOR

By: \_\_\_\_\_  
GRANT K. WEED, PRESIDENT

By: \_\_\_\_\_  
SCOTT DUDLEY, MAYOR

ATTEST:

By: \_\_\_\_\_  
Valerie J. Loffler, City Clerk

# City of Oak Harbor City Council Agenda Bill

**Bill No.** 7.c.  
**Date:** April 16, 2013  
**Subject:** Discussion: Council Travel Policy



**FROM:** Larry Cort, City Administrator

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

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

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**PURPOSE**

This agenda bill sets aside time for City Council to discuss its travel policy.

**AUTHORITY**

Under RCW 35A.11.020, The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees;

**SUMMARY STATEMENT**

A motion was made and seconded during the City Council's regular meeting on April 2, 2013, to schedule an agenda item for April 16, 2013 to discuss the City Council Travel policy.

**RECOMMENDED ACTION**

- 1) No formal action required.
- 2)

**ATTACHMENTS:**

Memorandum dated April 4, 2013  
Council travel policy adoption 1/16/2007

**MAYOR'S COMMENTS**

# City of Oak Harbor



## MEMORANDUM

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**DATE:** April 4, 2013

**TO:** Larry Cort, City Administrator

**FROM:** Renée Recker, Executive Assistant *Renée*

**SUBJECT:** AWC Annual Conference and Council Travel Budget

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Registration for the AWC Annual Conference in Kennewick will open the later part of April. As the Council's Travel Budget is tight, I went ahead and did some calculations for costs associated for one person attending the Conference.

Item	Expense
Conference Registration (until May 31 <sup>st</sup> )	\$350.00
Hotel (\$129 per night with 10% tax)	\$425.00
Per Diem (2 breakfasts, 2 lunches and 3 receptions, in place of dinner, are included in the Registration cost)	\$56.00
Total per person	\$831.00

Please note that an additional expense of mileage would add \$330.00 to expenses.

I have attached an updated spreadsheet of Council Travel and Conference costs as of today's date for your reference.

For most of the Council, this conference would put their In State Travel Expenses over budget by \$200. Registrations for this conference would further put their Miscellaneous line item over budget.

As hotel space generally fills up fast for this conference, it would be helpful to know the Council's plans before the end of April.

Thank you.

2013 Council Conference and Travel Breakdown as of April 4, 2013

Date	Item	Cost
<b>Tara Hizon</b>		
<i>In State</i>		
13-Feb	CLAC: Registration	\$135.00
13-Feb	CLAC: Per Diem	\$127.50
13-Feb	CLAC: Hotel	\$243.54
		<hr/>
		\$506.04
<i>Out of State</i>		
		<hr/>
		\$0.00
<b>Total for Tara Hizon</b>		<b>\$506.04</b>

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<b>Danny Paggao</b>		
<i>In State</i>		
13-Feb	CLAC: Registration	\$135.00
13-Feb	CLAC: Per Diem	\$127.50
13-Feb	CLAC: Hotel	\$243.54
		<hr/>
		\$506.04
<i>Out of State</i>		
		<hr/>
		\$0.00
<b>Total for Danny Paggao</b>		<b>\$506.04</b>

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<b>Bob Severns</b>		
<i>In State</i>		
		<hr/>
		\$0.00
<i>Out of State</i>		
		<hr/>
		\$0.00
<b>Total for Bob Severns</b>		<b>\$0.00</b>

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<b>Joel Servatius</b>		
<i>In State</i>		
13-Feb	CLAC: Registration	\$135.00
13-Feb	CLAC: Per Diem	\$127.50
13-Feb	CLAC: Hotel	\$243.54
		<hr/>
		\$506.04
<i>Out of State</i>		
8-Mar	NLC: Conference Reg	\$395.00
8-Mar	NLC: 2 Seminar Reg	\$250.00
8-Mar	NLC: Airfare	\$586.80
8-Mar	NLC: Per Diem	\$360.50
8-Mar	NLC: Hotel	\$1,465.60

2013 Council Conference and Travel Breakdown as of April 4, 2013

8-Mar NLC: Mileage to SeaTac	\$120.91
8-Mar NLC: Parking at SeaTac	\$98.00
8-Mar NLC: DC Transportation Costs	\$40.39
	<hr/>
	\$3,317.20

**Total for Joel Servatius** **\$3,823.24**

**Beth Munns**

*In State* \$0.00

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*Out of State*

11-Mar NLC: Airfare	\$561.80
11-Mar NLC: Per Diem	\$248.50
11-Mar NLC: Hotel	\$586.24
11-Mar NLC: Mileage to SeaTac	\$120.91
	<hr/>
	\$1,517.45

**Total for Beth Munns** **\$1,517.45**

**Rick Almberg**

*In State*

13-Feb CLAC: Conference Reg	\$135.00
13-Feb CLAC: Per Diem	\$127.50
13-Feb CLAC: Hotel	\$243.54
13-Feb CLAC: Mileage	\$182.50
	<hr/>
	\$688.54

*Out of State*

9-Mar NLC: Conference Registration	\$495.00
9-Mar NLC: 1 Seminar Registration	\$125.00
9-Mar NLC: Airfare	\$284.40
9-Mar NLC: Per Diem	\$360.50
9-Mar NLC: Hotel	\$1,465.60
9-Mar NLC: Mileage to SeaTac	\$120.91
	<hr/>
	\$2,851.41

**Total for Rick Almberg** **\$3,539.95**

**Jim Campbell**

*In State*

13-Feb CLAC: Registration	\$135.00
13-Feb CLAC: Travel Adv	\$127.50
13-Feb CLAC: Hotel	\$243.54
	<hr/>

2013 Council Conference and Travel Breakdown as of April 4, 2013

	\$506.04
<i>Out of State</i>	\$0.00
<b>Total for Jim Campbell</b>	<b>\$506.04</b>

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Total for Councilmembers

Tara Hizon	\$506.04
Danny Paggao	\$506.04
Bob Severns	\$0.00
Joel Servatius	\$3,823.24
Beth Munns	\$1,517.45
Rick Almberg	\$3,539.95
Jim Campbell	\$506.04

Total \$10,398.76

Comparisons:

	Budgeted	Actual	% Used
In State Travel (7x\$650)	\$4,550.00	\$2,037.70	44.78%
Out of State Travel	\$7,000.00	\$6,421.06	91.73%
Miscellaneous (Registrations)	\$1,500.00	\$1,940.00	129.33%
<b>Total</b>	<b>\$13,050.00</b>	<b>\$10,398.76</b>	

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

Bill No. 8

Date: January 16, 2007

Subject: Council Travel Policy

FROM: Doug Merriman, Finance Director

INITIALED AS APPROVED FOR  
SUBMITTAL TO THE COUNCIL BY:

*PC*  
*PS*  
*DM*

Patty Cohen, Mayor  
Paul Schmidt, City Administrator  
Doug Merriman, Finance Director

- Budgeted Item: Yes No N/A
- Budget Adjustment Required: Yes No N/A
- Funds Available for Appropriation: Yes No N/A
- Budget Strategy Approved: Yes No N/A

*PB*

Phil Bleyhl, City Attorney

**SUMMARY STATEMENT**

Attached to this agenda bill is a draft Council Travel Policy. This policy is the result of work performed by the Travel Policy ad hoc committee which has been tasked with the objective of establishing guidelines for City Council to use in the planning and scheduling of Council travel for City business purposes. In addition, the policy allocates funding dollars in a manner that ensures City Council's compliance with the established budget appropriation for travel in the Council's 2007-2008 adopted budget.

The policy delineates travel into two categories: 1) Instate Travel, and 2) Travel outside the State of Washington. A summary of each is as follows:

1. Instate Travel - Individual Council members are allocated up to and not in excess of, \$1,000 per calendar year to attend meetings, seminars, conferences and educational opportunities within Washington State. This amount is intended to cover fees, registration, lodging and meals costs, and any costs pertaining to mileage reimbursement. There are carryover provisions that apply for planning purposes.
2. Travel outside the State of Washington - For out of state travel, \$7,000 per calendar year will be allocated for use by City Council to attend meetings, seminars, conferences, and educational opportunities, outside the Washington State... City Council will need to meet on an annual basis to consensually decide how these funds will be utilized.

Finance will be setting up individual travel expense accounts on the City Council Monthly budget report. This will assist Council, and staff as well, in the planning and recording of travel expenses.

# City of Oak Harbor City Council Agenda Bill

## RECOMMENDED ACTION

- 1) Discuss Policy
- 2) Adopt Policy

## ATTACHED

Draft Policy

75

**DRAFT**

**CITY OF OAK HARBOR  
POLICY MANUAL: OPERATING POLICIES  
CITY COUNCIL TRAVEL**

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**1.01 Purpose**

**1.02 Policy**

**1.03 Responsibilities**

**1.04 Oversight**

**1.01 Purpose**

The purpose of this Policy is to provide guidelines for City Council travel opportunities. It is the goal of the City to have adequate representation of the City at various conferences, educational classes, legislative meetings, and at national level gatherings when such meetings further the goals and objectives of the City, and when such meetings further the educational knowledge of City Council members on issues that pertain to City business.

The objectives of this policy are to provide city council members and other elected officials with guidelines that outline how often travel may occur, and the how much of the limited financial resources are available to each Council member for travel purposes In addition, this policy provides an encouragement that Council members seek educational opportunities within the State of Washington for the purpose of becoming knowledgeable about issues affecting our local area.

It is recognized that business related food and beverage expenses for both travel and non-travel purposes will be incurred by City staff where reimbursement will be provided. This policy statement does not address such issues. For information on reimbursement for travel costs see the policy manual on "Travel Expenditure and Reimbursement Approvals Policy."

**1.02 Policy**

**1.02.001 Instate Travel**

Individual Council members are allocated up to and not in excess of, \$1,000 per calendar year to attend meetings, seminars, conferences and educational opportunities within Washington State. This amount is intended to cover fees, registration, lodging and meals costs, and any costs pertaining to mileage reimbursement.

**1.02.002 Travel Outside the State of Washington**

For out of state travel, \$7,000 per calendar year will be allocated for use by City Council to attend meetings, seminars, conferences, and educational opportunities, outside the Washington State. This amount is intended to cover fees, registration, lodging and meal costs, and any costs pertaining to mileage reimbursement. City Council will need to meet on an annual basis to consensually decide how these funds will be utilized. Travel outside of the United States is not authorized.

## **DRAFT**

### **CITY OF OAK HARBOR POLICY MANUAL: OPERATING POLICIES CITY COUNCIL TRAVEL**

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#### 1.02.003 Carryover of Unused Instate Travel Allocation

During each biennial budget period, the Finance department will appropriate the required amount of funding to ensure adequate monies are available for Council travel. As individual Council members plan their travel requirements for the biennial budget period, there may be circumstances that would require an individual incur travel costs that exceed the allocation amount in any given year. Accordingly, Council members will be allowed to carryover or “bank” unused travel allocations in the first year of the biennial period for use in the second year of the biennial period. In addition, if an individual Council member exceeds their annual allocation during the first year of the biennial period, the excess shall be deducted from the Council member’s travel allocation for the second year of the biennial period. In no case will a Council member’s instate travel costs exceed \$2,000 during any biennial budget period. The following are examples to assist in clarifying this method:

- 1) Council member A would like to attend two conferences in Olympia during the *second* year of the biennial period, the costs of which would exceed the allocation for that *second* calendar year. Council member A elects to limit their travel during the *first* year of the biennial period so that they may “bank” their allocation to the second year to cover the additional projected cost.
- 2) Council member B would like to attend the AWC Budget Conference in Leavenworth and a specific conference in Olympia during the first year of the biennial period. The cost of these trips will exceed the individual’s allocation for the *first* year. Accordingly, any excess will be reduced from the individual’s travel allocation for the second year.

#### 1.03 Responsibilities

It will be the individual responsibility of each Council member to plan their travel requirements in accordance with the terms of this policy. In addition, Council members are required to submit travel reimbursement requests on an individual basis so that travel allocations may be correctly recorded. As with travel with all other City staff, it is expected that individuals will fully attend all scheduled meetings to completion, that all travel will be for direct City business, and that Council members should be able to provide their fellow Council members with a brief summary of the results of their travel purposes.

#### 1.04 Oversight

The Finance department will maintain individual accounts for Council members travel costs to assist members in tracking their incurred expenses. The current year status of these accounts will appear in the Council’s monthly budget report. It is anticipated that Council member’s will, as a whole, monitor the compliance of Council spending within the appropriate budgeted amounts.

the cost for a new engine company and six additional staff, who pays impact fees and how they can be applied once collected, use of the \$45,000 collected, timeline on the fund's expenditure, rising construction costs, project phasing, a request to review other cities' engine company construction plans (Burlington was suggested), and possibly a privately-built structure leased-to-own by the City. Discussion continued around the needed prioritization process for all projects, bonding capacity, completion of the Capital Facilities Plan, the immediate need to fund two fire trucks, and the need for a funding plan through impact fees. Discussion finished with mention of the Fire Department Strategic Plan consultant's recommendations, levels of service have not been lost (fewer house fires; more responses to accidents), and immediate Fire Department needs.

### **COUNCIL'S TRAVEL POLICY**

Finance Director Doug Merriman presented this agenda bill and proposed travel policy which was drafted through the work of the Travel Policy Ad Hoc Committee. The policy establishes guidelines for Council to use in planning and scheduling travel for City business purposes. The policy allocates funding dollars in a manner that ensures Council's compliance with the established budget appropriation for travel in the Council's 2007-2008 adopted budget. The policy delineates travel into two categories: 1) In-state Travel; and 2) Travel outside of the State of Washington. Finance will be setting up individual travel expense accounts on the City Council monthly budget report which will assist Council and staff in the planning and recording of travel expenses.

Council discussion followed on travel funds, who will attend conferences and how to structure Council's decision on which members attend, the intent and mission of Council's travel as it relates to the policy, banking of available local travel funds for national travel, personal funding of travel, individual consideration of important travel if the travel budget is exceeded, and taking advantage of local training sponsored by AWC. Mr. Merriman was asked to provide a report on individual Council members travel and expenses during the last two years.

**ACTION: COUNCILMEMBER CAMPBELL MOVED TO ADOPT THE COUNCIL TRAVEL POLICY AS WRITTEN, THE MOTION WAS SECONDED BY PAGGAO.**

### **AMENDMENT TO THE**

**MOTION: COUNCILMEMBER BREWER MOVED TO AMEND COUNCIL'S TRAVEL POLICY TO INCLUDE: IF THE BUDGET ALLOWS OR AS WE RECEIVE MORE REVENUE AND MORE FUNDS BECOME AVAILABLE, COUNCIL CAN BRING FORWARD ADDITIONAL PERSONNEL.**

**THE MOTION WAS NOT SECONDED; MOTION DIED FOR LACK OF A SECOND.**

### **VOTE ON THE ORIGINAL**

**MOTION: THE MOTION CARRIED UNANIMOUSLY.**

**City Council Budget for Travel**  
**Years ending 2001 through 2014**

<b>Year</b>	<b>Travel</b>	<b>Miscellaneous Registration</b>	<b>Breakdown</b>	
			<b>In-state</b>	<b>Out of state</b>
2001	\$4,000	\$500	n/a	n/a
2002	\$4,000	\$500	n/a	n/a
2003	\$7,700	\$1,000	n/a	n/a
2004	\$7,700	\$1,000	n/a	n/a
2005	\$14,000	\$1,000	\$7,000	\$7,000
2006	\$14,500	\$1,000	\$7,500	\$7,000
2007	\$15,000	\$1,000	\$7,000	\$8,000
2008	\$15,000	\$1,000	\$7,000	\$8,000
2009	\$15,000	\$1,000	\$7,000	\$8,000
2010	\$15,000	\$1,000	\$7,000	\$8,000
2011	\$11,550	\$1,500	\$7,000	\$4,550
2012	\$11,550	\$1,500	\$7,000	\$4,550
2013	\$11,550	\$1,500	\$7,000	\$4,550
2014	\$11,550	\$1,500	\$7,000	\$4,550



May 7, 2013

**CITY COUNCIL AGENDA**

6:00 p.m.

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**1. CALL TO ORDER**

Roll Call/Pledge of Allegiance/Invocation

**PRESENTATION OF OTHER NON-ACTION COUNCIL ITEMS**

- Proclamation for Relay for Life of Whidbey Island
- Police Department Annual Report
- Briefing: Economic Profile and Needs Assessment

**2. APPROVAL OF AGENDA**

**3. CITIZEN COMMENT PERIOD**

**4. CONSENT AGENDA**

- a. Minutes of the Regular City Council meeting held April 16, 2013
- b. Approval of Accounts Payable Voucher Nos.
- c.

Preliminary



May 7, 2013

**CITY COUNCIL AGENDA**

6:00 p.m.

**5. HEARINGS AND ORDINANCES/RESOLUTIONS**

- a. Resolution 13-06: Adopting a policy for invocations at city council meetings

**6. OTHER BUSINESS**

- a. Motion to authorize staff to contract with a Property Specialist or Specialized Archaeology Planner for the WWTP Project
- b. Motion to award the North Reservoir project to CONTRACTOR (bid opening 04/03/13)
- c. Motion to approve a contract with KBA
- d. Motion to approve a contract with MTC
- e. Motion to approve a contract with Frazier
- f. Motion to approve a contract with Grey and Osborne for construction services
- g. Motion to award the Animal Shelter Services Contract to Whidbey Animal Improvement Foundation (WAIF)

**7. EXECUTIVE SESSION- Potential Litigation**

**8. CITY ADMINISTRATOR COMMENTS**

**9. COUNCILMEMBER'S COMMENTS**

**10. MAYOR'S COMMENTS**

**11. 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.

Pending Unscheduled Items		
	Banner Program Guidelines	PW/DS
	Art Purchase by Arts Commission – Spirit of the Islands	Fin/ Admin
	Report on Cyber Security	Admin
	Develop a list of acronyms for the City’s website	
	Reconcile Youth Commission Code Reference 2.250 & 2.240	
	Amend code to place fees in Resolution form	
	Agreement Renewal - Puget Sound Energy Franchise Agreement	PW Admin Legal
	Authorization to Advertise for Bids - Online Payment Services	Finance
	Council Rule Change – Public Forum – Free Speech	Legal
	Channel 10 Rules	Admin Legal
	Legal Department Restructure	Legal
	Utilities Office, City Council Chambers, Law Department Remodels	Finance, DS
	City Fees Review	
	Park Policies relating to Alcohol at Special Events	
	Streamline Council Meetings	
	Union Negotiations Update (S. Powers)	
	Salary Commission Meeting	