



CITY COUNCIL AGENDA

865 SE Barrington Drive, Oak Harbor, WA 98277

April 7, 2015

6:00 p.m.

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

2. **HONORS AND RECOGNITIONS**
 - a. Recognition of Petty Officer Murphy and Nicki Rae Murphy for an Act of Bravery - Chief Petty Officer McInnis
 - b. Proclamation in Recognition of Arbor Day
 - c. Proclamation in Recognition of Earth Day
 - d. Proclamation for Parliamentary Law Month

3. **PRESENTATIONS**
 - a. North Puget Sound Dragon Boat Club – Lori Rhodenbaugh (Vice President)

4. **APPROVAL OF AGENDA**

5. **CITIZEN COMMENT PERIOD**

6. **CONSENT AGENDA**
 - a. Minutes of the Regular City Council meeting held on March 17, 2015 and Special Meeting and Workshop on March 25, 2015
 - b. Approval of Accounts Payable and Check Numbers
 - c. Janitorial Contract Extension
 - d. Purchase Authorization - Beeksma Gateway LED Sign
 - e. Ordinance 1724: Amendment to Pawnbrokers – Fees, OHMC 5.24.020
 - f. Freund Marsh Restrictive Covenant
 - g. Ordinance 1726: Marina Spectator Rate
 - h. Ordinance 1727: Amending OHMC 15.04.165 Brown Yard Waste Bags – Fees
 - i. Resolution 15-11: Adopting the Master Fee Schedule
 - j. Purchase Authorization – 2015 Whidbey Island Marathon Shirts
 - k. Contract Extension with the Oak Harbor School District for IT Services
 - l. Contract for Tourism Support Services – Oak Harbor Music Festival
 - m. Contract for Tourism Support Services – MAC Events & Promotions
 - n. Contract for Tourism Support Services – Oak Harbor 365 Marketing (Chamber of Commerce)



CITY COUNCIL AGENDA

865 SE Barrington Drive, Oak Harbor, WA 98277

April 7, 2015

6:00 p.m.

7. STAFF, MAYOR AND COUNCIL COMMENTS

- a. City Administrator
- b. Mayor
- c. Councilmembers

8. ORDINANCE AND RESOLUTIONS

9. PUBLIC HEARINGS/PUBLIC MEETINGS

- a. Resolution 15-08: Surplus 1000 SE City Beach Property

10. UNFINISHED BUSINESS

11. NEW BUSINESS

- a. Purchase Authorization – Four Patrol Vehicles
- b. Special Event Permit for Lion's Club – Beer Garden for the 2015 Whidbey Island Marathon
- c. Deception and Canoe Pass Water Line Inspection and Assessment - Professional Services Agreement with Gray & Osborne, Inc. - Amendment No. 1

12. ADJOURNMENT

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

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

Thank you for participating in your City Government!

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

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR



PROCLAMATION

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 the nation and the world and 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 beautify our community; and

Whereas, Trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, Trees, wherever they are planted are a source of joy and spiritual renewal.

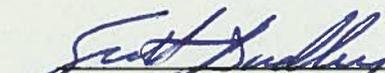
Now Therefore, We, Mayor Scott Dudley, and the Councilmembers of the City of Oak Harbor do hereby proclaim April 24, 2015 as

Arbor Day

In the City of Oak Harbor, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

Further, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed the 7th day of April, 2015



Scott Dudley, Mayor

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR



PROCLAMATION

Whereas, April 22, 2015 is the 45th anniversary of Earth Day, founded by Gaylord Nelson, then a U.S. Senator from Wisconsin; and

Whereas, The first Earth Day led to the creation of the Environmental Protection Agency and the passage of the Water and Endangered Species Act; and

Whereas, Earth Day is now celebrated by millions of people worldwide; and

Whereas, A natural environment is the foundation of a healthy society and robust economy. There are currently methods and technology available to help us live in harmony with our environment; and

Whereas, Human activities around the globe are causing environmental damage that threatens human health and our planet's ability to sustain a diverse community of life; and

Whereas, There are economic, environmental and social reasons for state and local governments to initiate energy efficiency and renewable energy practices; and

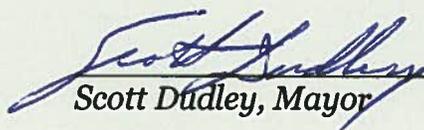
Whereas, Earth Day offers citizens an unprecedented opportunity to commit to building a healthy planet and flourishing communities.

Now Therefore, we, Mayor Scott Dudley, and the Councilmembers of the City of Oak Harbor do hereby proclaim April 22, 2015 as

Earth Day

In the City of Oak Harbor, and we urge all citizens, businesses and institutions to celebrate this special observance.

Signed the 7th day of April, 2015


Scott Dudley, Mayor

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR



Proclamation

- Whereas:** April is the birth month of Thomas Jefferson, the third President of the United States and author of "A Manual of Parliamentary Practice," the first American manual of its kind; and
- Whereas:** The use of parliamentary procedure protects the rights of individuals in a society, as well as the majority, minority, and absentees; and
- Whereas:** The use of parliamentary procedure plays an important role in fostering orderly deliberation in democratic societies,

Now Therefore, I, Scott Dudley, by virtue of the authority vested in me as Mayor of the City of Oak Harbor, in the State of Washington, do hereby proclaim the month of April 2015 as,

Parliamentary Law Month

in the City of Oak Harbor and encourage our citizens to acknowledge its observance.

In Witness Whereof, *I hereunto set my hand and caused the Official*

Seal of the City of Oak Harbor, Washington, to be affixed hereunto on this

7th day of April 2015.

Scott Dudley, Mayor

Oak Harbor City Council
Regular Meeting Minutes
March 17, 2015

CALL TO ORDER

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

ROLL CALL

City Council Present:

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

Staff Present:

Finance Director Dr. Merriman
City Attorney Nikki Esparza
Development Services Director Steve Powers
Public Works Director Cathy Rosen
Chief of Fire Ray Merrill
Fire Department Personnel
Harbor Master Chris Sublet
Executive Assistant to the Mayor Kellye Mazzoli

CALL TO ORDER

Councilmember Jim Campbell gave the invocation and Mayor Scott Dudley led the Pledge of Allegiance.

HONORS AND RECOGNITIONS

Fire Chief Ray Merrill recognized Firefighter Andrew Moon for outstanding service while off-duty.

PRESENTATIONS

Butch Bailey, President of the Navy League, provided the Council with information regarding the Navy League.

APPROVAL OF AGENDA

Motion: Councilmember Servatius moved move item 11.b to occupy space 8.a. Motion seconded by Councilmember Severns, unanimously carried.

Motion: Councilmember Almberg moved to move 11.a to 8.b., seconded by Councilmember Campbell, unanimously carried.

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

CITIZEN COMMENT PERIOD

Mayor Scott Dudley opened the Citizen Comment period at approximately 6:15 p.m.

Citizens Speaking

Bob Olsen
Hal Hovey
Erin Hedrick

Mayor Dudley closed the comment period at approximately 6:26 p.m.

CONSENT AGENDA

- a. Minutes of the Regular and Special City Council meeting held on March 3, 2014
- b. Approval of Accounts Payable and Check Numbers
- c. Interlocal Agreement with Oak Harbor School District for 2015 Marathon Bus Services
- d. Copier Contract Renewals with Xerox to upgrade Copiers in Development Services and the Senior Center
- e. Purchase Authorization for Traffic Paint via State Contract #01312 from Alpine Products for the Streets Division
- f. Professional Services Agreement with Gray & Osborne, Inc. for the Deception and Canoe Pass water line inspection and assessment

Motion: Councilmember Servatius moved to approve the Consent Agenda as Presented.
Motion seconded by Councilmember Munns, motion approved unanimously.

STAFF, MAYOR AND COUNCIL COMMENTS

City Administrator

Deputy City Administrator/ Finance Director Dr. Merriman provided a report on the NLC Conference in Washington, DC and meetings with Federal Representatives, attended by Oak Harbor elected officials Mayor Dudley and Councilmembers Hizon, Servatius, and Munns.

Dr. Merriman announced a Special Meeting on 3/25/15 just before the Workshop.

Mayor

Mayor Dudley introduced City Engineer Joe Stowell to provide an update on the Waste Water Treatment Plant.

City Engineer Joe Stowell provided the Council with updates on the Waster Water Treatment Plant.

Questions among Councilmembers.

Councilmembers

No comments from Mayor Pro Tem Paggao and Councilmember Almberg.

Councilmember Campbell conveyed a citizen's concern regarding a sign in Smith Park.

Councilmembers Munns, Servatius, and Hizon commented on the Washington DC trip.

ORDINANCE AND RESOLUTIONS

Fire Department Annual Report for 2014

Fire Chief Ray Merrill presented the annual report.

Questions among City Council.

Planning Commission Annual Report for 2014

Development Director Steve Powers presented the annual report.

Questions among City Council.

PUBLIC HEARINGS/PUBLIC MEETINGS

Ordinance 1716: 1000 SE City Beach Street Rezoning

Development Director Steve Powers presented the staff report.

Mayor Dudley opened the Public Hearing at 8:01 p.m.

Citizen Comments

Patty Carter

Mayor Dudley closed the comment period at 8:02 p.m.

Questions among City Council Members.

Ordinance 1716: 1000 SE City Beach Street Rezoning

Motion: Councilmember Servatius moved to adopt Ordinance 1716. Motion seconded by Councilmember Munns, motion unanimously approved.

Resolution 15-06: Authorizing the Marina to Auction Delinquent Vessels

Harbor Master Chris Sublet provided the staff report.

Mayor Dudley opened the meeting for citizen comment at 8:14 p.m., no comments, closed at 8:14 p.m.

Discussion among Council and staff.

Resolution 15-06: Authorizing the Marina to Auction Delinquent Vessels

Motion: Councilmember Hizon moved to approve Resolution 15-06 Authorizing the Marina to Auction Delinquent Vessels. Motion seconded by Councilmember Campbell, unanimously approved.

UNFINISHED BUSINESS

NEW BUSINESS

ADJOURNMENT

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

Meeting adjourned at 8:18 p.m.

Kellye Mazzoli, Executive Assistant to the Mayor

Oak Harbor City Council
Special Meeting Minutes – 2:45 p.m.
March 25, 2015

CALL TO ORDER

Mayor Pro Tem Paggao called the meeting to order at 2:45 p.m.

ROLL CALL

City Council Present:

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

Staff Present:

Finance Director/Deputy City Administrator Dr. Merriman
Assistant City Attorney Grant Weed, via phone
Public Works Director Cathy Rosen
Chief of Fire Ray Merrill
City Clerk Anna Thompson

Mayor Scott Dudley and Councilmember Bob Severns were absent.

AGENDA

1. Resolution 15-07: Authorizing the City to enter into CWSRF loan agreements with the Washington State Department of Ecology

Dr. Merriman provided the Staff report.

Motion: Councilmember Servatius moved to adopt Resolution 15-07, seconded by Councilmember Campbell, unanimously approved.

2. Amendment to the Department of Enterprise Services (DES) Contract for the City energy and lighting upgrade project.

Dr. Merriman provided the Staff report.

Motion: Councilmember Munns moved to authorize the Mayor to sign the Department of Enterprise Interagency Agreement No. K2548. Motion seconded by Councilmember Hizon, unanimously approved.

ADJOURN

Councilmember Munns moved to adjourn, seconded by Councilmember Campbell, unanimously approved.

Meeting adjourned at 2:54 p.m.

Anna M. Thompson, City Clerk

Oak Harbor City Council
Workshop Meeting Minutes – 3:00 p.m.
March 25, 2015

CALL TO ORDER

Mayor Pro Tem Paggao called the meeting to order at 3:00 p.m. Mayor Pro Tem Paggao asked the staff and Council to provide introductions.

ROLL CALL

City Council Present:

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

Staff Present:

Finance Director/Deputy City Administrator Dr. Merriman
Public Works Director Cathy Rosen
Development Services Director Steve Powers
Chief of Police Ed Green
Chief of Fire Ray Merrill
Associate Planner Ray Lindenburg
City Engineer Joe Stowell
Harbor Master Chris Sublet
Building Official Dave Anderson
Operations Manager Steve Bebee
Human Resources Director Sara Piccone
New City Employee Personnel
Executive Assistant to the Mayor Kellye Mazzoli
City Clerk Anna Thompson

Mayor Scott Dudley was absent.

AGENDA

1. Introduction of New Employees

Human Resources Director Sarah Piccone introduced the following new employees to the City Council:

Philip Sellers, Police Department Records Supervisor, Jennifer Mathews, Accounting Cashier, Neil Anderson, Public Works Solid Waste Collector, and Brett Arvidson, Public Works Project Engineer

The new employees exited the meeting following the introductions at 3:04 p.m.

2. Departmental Briefings

a. FEMA – Revised Flood Insurance Rate Maps & Flood Insurance Study – DS

Development Director Steve Powers provided the Council with a brief update on pending flood concerns with FEMA.

Discussion among Councilmembers and Mr. Powers.

Councilmember Almberg asked what impact these issues have on the Waste Water Treatment Plant and City Engineer Joe Stowell answered his questions.

Mr. Anderson left the meeting at 3:23 p.m.

3. Pending Agenda Items

a. Cronin Forestry Contract (4/21) – PW

Public Works Director Cathy Rosen provided an update on the Cronin Forestry Contract and previous council discussions on the Contract with Cronin.

Ms. Rosen introduced the council with four different viable options with the property at Sleeper Road. Discussion among Council and staff regarding the options.

Councilmember Almberg made suggestions to the property.

b. Wastewater Treatment Plant Outfall - GMP Amendment No. 2 to Contract (4/07) – PW

City Engineer Joe Stowell gave brief power point presentation on Amendment No. 2 to Hoffman's contract relating to the Waste Water Treatment Plant Outfall project coming up for approval on the April 7, 2015 City Council Meeting.

Discussion among Council and staff.

c. Ordinance 1725: 2015-2016 Biennial Budget Amendment for Lighting Project (4/07) – Finance

Dr. Merriman explained the necessity of Ordinance 1725, amending the Biennial Budget in order to implement the new lighting project.

d. Resolution 15-06: Interfund Loan to Fund Ameresco Lighting Project (4/07) – Finance

Dr. Merriman gave a concise report on this item.

e. Ordinance 1726: Marina Spectator Rate (4/07) – DS

Harbor Master Chris Sublet and Ken Hulett, Marina Advisory Committee Chair provided the Council with a short presentation on proposed Ordinance 1726.

Councilmembers asked follow-up questions to Mr. Sublet.

f. Purchase Authorization – Fuel Pump Upgrades (4/21) – PW

Harbor Master Chris Sublet explained to Council the need to purchase two new fuel pumps at the Marina.

Councilmember Munns asked Finance Director Dr. Merriman whether the current budget provides for these two fuel pumps. Dr. Merriman explained that the budget would simply need to be adjusted to allow for this as fuel pump purchases are allotted in the Biennial Budget for year 2016.

g. Freund Marsh Restrictive Covenant (4/07) – PW

Public Works Director Cathy Rosen provided the Council with a brief report on this item.

There will be no change in the use of this property. This pending action will allow the Restrictive Covenant to be recorded with the County in order to comply with the WA State Department of Ecology conditions set in 2005.

Discussion among Councilmembers and staff.

h. Snyder Annexation (4/21) – DS

Assistant Planner Ray Lindenburg explained the annexation process for Council. Mr. Lindenburg informed the council that the purpose of the Snyder Petition is so that the property can connect to the City's sewer as their current septic system is failing.

Development Director Steve Powers answered Council's questions on this item.

4. iPad Orientation for City Council

Councilmember Servatius facilitated the iPad Orientation so that the Council members can use new City-issued iPads.

Informal training session among Council – learning to use the iPad.

Mayor Pro Tem Paggao adjourned the meeting 5:00 p.m.

Anna M. Thompson, City Clerk

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

Bill No. C/A 6.b
Date: April 7, 2015
Subject: Approval of Accounts Payable
and Check Numbers

FROM: Dr. Merriman, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

I move to approve:

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

BACKGROUND / SUMMARY INFORMATION

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

The following Voucher and Check Numbers are submitted for approval:

Accounts Payable Voucher Numbers:

-Voucher Numbers 161732 through 161906 in the amount of \$693,187.97.

Payroll Check Numbers:

- Direct Deposit check numbers 34056 through 34211.
- EFT check numbers 696 through 700.
- Payroll check numbers 97885 through 97938.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Voucher Listing](#)

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161732	3/25/2015	0000960 REVENUE, WASHINGTON STATE DEPT OF	031715		SALES/USE TAX	45,811.63
					Total :	45,811.63
161733	3/25/2015	0007449 A-1 PERFORMANCE, INC	22444		JANITORIAL SERVICES	66.90
					Total :	66.90
161734	3/25/2015	0000028 ALL ISLAND LOCK & KEY	23683		KEYS	27.57
			79650		COMBINATION CHANGE	92.40
					Total :	119.97
161735	3/25/2015	0000029 ALL PHASE ELECTRIC SUPPLY	0952-742204		KENALL LENS	187.65
					Total :	187.65
161736	3/25/2015	0001609 ALL QUALITY STITCHES	498		JACKETS	1,964.15
					Total :	1,964.15
161737	3/25/2015	0000041 AMERICAN FUNDS SERVICE COMPANY	031015		VOLUNTEER INCENTIVE	301.00
					Total :	301.00
161738	3/25/2015	0000037 AMERICAN WATER WORKS	7000980595		MEMBERSHIP RENEWAL	1,876.00
					Total :	1,876.00
161739	3/25/2015	0000712 AMERIGAS	3038385760		TANK RENTAL	103.27
			3038809492		PROPANE	202.53
					Total :	305.80
161740	3/25/2015	0002044 ANACORTES.NET/HOW IT WORKS	35966		MAR 2015/WEB HOSTING	75.00
			35988		MAR 2015/WEB HOSTING	15.95
					Total :	90.95
161741	3/25/2015	0005001 ARAMARK	1987851795		UNIFORM SERVICES	19.83
			1987851796		UNIFORM SERVICES	61.43
			1987851797		UNIFORM SERVICES	37.00
			1987851798		UNIFORM SERVICES	22.71
			1987851799		UNIFORM SERVICES	31.99
			1987851800		UNIFORM SERVICES	42.31
			1987851801		UNIFORM SERVICES	11.89

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161741	3/25/2015	0005001 ARAMARK	(Continued)			
			1987856627		UNIFORM SERVICES	58.46
			1987863196		UNIFORM SERVICES	17.11
			1987863197		UNIFORM SERVICES	30.12
			1987863198		UNIFORM SERVICES	12.44
			1987863199		UNIFORM SERVICES	22.71
			1987863200		UNIFORM SERVICES	20.03
			1987863201		UNIFORM SERVICES	42.31
			1987863202		UNIFORM SERVICES	51.24
			1987867936		UNIFORM SERVICES	38.22
			1987867939		UNIFORM SERVICES	58.52
			1987874549		UNIFORM SERVICES	17.92
			1987874550		UNIFORM SERVICES	40.09
			1987874551		UNIFORM SERVICES	11.67
			1987874552		UNIFORM SERVICES	22.71
			1987874553		UNIFORM SERVICES	94.75
			1987874554		UNIFORM SERVICES	42.31
			1987874555		UNIFORM SERVICES	11.89
			1987879291		UNIFORM SERVICES	58.70
			1987885933		UNIFORM SERVICES	19.28
			1987885934		UNIFORM SERVICES	30.12
			1987885935		UNIFORM SERVICES	12.44
			1987885936		UNIFORM SERVICES	22.71
			1987885937		UNIFORM SERVICES	20.03
			1987885938		UNIFORM SERVICES	42.31
			1987885939		UNIFORM SERVICES	11.89
			1987890720		UNIFORM SERVICES	38.22
			1987890723		UNIFORM SERVICES	58.70
					Total :	1,134.06
161742	3/25/2015	0004019 ASSOCIATED PETROLEUM PRODUCTS	0715158-IN		FUEL	6,120.72
					Total :	6,120.72
161743	3/25/2015	0003410 BAER, DON	EXP REIMB		EXP REIMB	33.10
					Total :	33.10
161744	3/25/2015	0000069 BAILEY, MICHAEL	EXP REIMB		EXP REIMB	140.16

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161744	3/25/2015	0000069 0000069 BAILEY, MICHAEL			(Continued)	Total : 140.16
161745	3/25/2015	0000083 BAZA, ALVIN	031015		WELLNESS INCENTIVE	20.00
						Total : 20.00
161746	3/25/2015	0000103 BLADE CHEVROLET, INC	157402 157466		CONTROL SEAL	205.01 24.69
						Total : 229.70
161747	3/25/2015	0004631 BLAKE, KAY	1		TRAVEL REFUND	28.00
						Total : 28.00
161748	3/25/2015	0007363 BLAKELY, JOAN	1		TRAVEL REFUND	17.00
						Total : 17.00
161749	3/25/2015	0002551 BOS, BRYON	031015		WELLNESS INCENTIVE	20.00
						Total : 20.00
161750	3/25/2015	0003097 BOYER, TALLIE	031015		WELLNESS INCENTIVE	20.00
						Total : 20.00
161751	3/25/2015	0002943 BRAUNSTEIN, ANGELA			TRAVEL ADVANCE	120.00
						Total : 120.00
161752	3/25/2015	0000137 BRIM TRACTOR COMPANY	SM00138		TRACTOR REPAIR	5,422.29
						Total : 5,422.29
161753	3/25/2015	0007785 CAIN, JASON	032315		KEY DEPOSIT REFUND	5.00
						Total : 5.00
161754	3/25/2015	0000627 CAPITAL ONE COMMERCIAL	138301995211 25907895		SUPPLIES SUPPLIES	270.25 183.68
						Total : 453.93
161755	3/25/2015	0006215 CAROLLO	0138946 0139423 0139917		NOV 2014 PROF SVC/WASTEWATER TF DEC 2014 PROF SVC/WASTEWATER TF PROF SVC/WATERWATER TREATMENT	212,582.91 98,228.02 135,834.79

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161755	3/25/2015	0006215 0006215 CAROLLO			(Continued)	Total : 446,645.72
161756	3/25/2015	0006016 CARTER, MARGOT L	03152015		PUBLIC DEFENSE	300.00
						Total : 300.00
161757	3/25/2015	0005208 CARTER, SERLOYD	031015		WELLNESS INCENTIVE	20.00
						Total : 20.00
161758	3/25/2015	0000153 CASCADE COLUMBIA DISTRIBUTION	636139		SODIUM FLUORIDE	5,694.36
						Total : 5,694.36
161759	3/25/2015	0000150 CASCADE NATURAL GAS	03963180678 08793000004 12470743597 18583000007 36624000000 40661045647 58793000009 67984882349 80434000008 82193000005 90134000000		NATURAL GAS/210 NATURAL GAS/POLICE STATION NATURAL GAS/207 NATURAL GAS/TREATMENT PLANT NATURAL GAS/FIRE STATION NATURAL GAS/ANIMAL SHELTER NATURAL GAS/CITY HALL NATURAL GAS/209 NATURAL GAS/CITY SHOP NATURAL GAS/ANNEX NATURAL GAS/ADULT CARE CENTER	25.77 277.15 90.49 10.00 1,342.87 213.22 440.29 50.04 1,608.10 71.06 94.91
						Total : 4,223.90
161760	3/25/2015	0007752 CASCADE RADIO GROUP	IN-1150270582		ADVERTISING	2,061.00
						Total : 2,061.00
161761	3/25/2015	0000157 CDW GOVERNMENT, INC	ST96804		IPAD	634.84
						Total : 634.84
161762	3/25/2015	0004819 CHERRY, KIMBERLY	031015		WELLNESS INCENTIVE	20.00
						Total : 20.00
161763	3/25/2015	0000177 CLEMENTS, MICHAEL G.	EXP REIMB		EXP REIMB	106.25
						Total : 106.25
161764	3/25/2015	0007655 COBAN TECHNOLOGIES, INC	9388		OFFICE SETUP	3,364.27

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161764	3/25/2015	0007655 0007655 COBAN TECHNOLOGIES, INC	(Continued)			Total : 3,364.27
161765	3/25/2015	0000188 CODE PUBLISHING COMPANY	49326		MUNICIPAL CODE UPDATES	661.98
						Total : 661.98
161766	3/25/2015	0001433 COLE, DONNA	1		TRAVEL REFUND	92.00
						Total : 92.00
161767	3/25/2015	0005773 COMCAST	8498300290363841		INTERNET	228.48
						Total : 228.48
161768	3/25/2015	0000197 CONCRETE NORWEST	115594 116185 116492		BUILDING SAND BUILDING SAND BUILDING SAND	164.06 164.06 328.12
						Total : 656.24
161769	3/25/2015	0000218 CULVER COMPANY	50120		LEAK TABLETS	415.81
						Total : 415.81
161770	3/25/2015	0007371 EARTHCAM, INC	IN000024609		ARCHIVING SERVICE	6,300.00
						Total : 6,300.00
161771	3/25/2015	0000273 EDGE ANALYTICAL, INC	15-04405 15-04486		TESTING TESTING	1,068.00 300.00
						Total : 1,368.00
161772	3/25/2015	0007777 EGBALIC, MAYANN	031115		KEY DEPOSIT REFUND	5.00
						Total : 5.00
161773	3/25/2015	0006858 ENERSPECT MEDICAL SOLUTIONS	20201		CARTRIDGES	335.68
						Total : 335.68
161774	3/25/2015	0002900 FASTENAL	WAOAK19477 WAOAK19478 WAOAK19502 WAOAK19503 WAOAK19511 WAOAK19528		FASTENERS PARTS FASTENERS IND CH SFTYYLW CUTTIP TYPE CAM FOLLOWER	247.11 13.24 14.04 8.15 21.45 790.33

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161774	3/25/2015	0002900 FASTENAL	(Continued) WAOAK19578		FASTENERS	16.08
					Total :	1,110.40
161775	3/25/2015	0006991 FIKSE, JOSH	031015		WELLNESS INCENTIVE	20.00
					Total :	20.00
161776	3/25/2015	0006592 FIRST PROTECTION FIRE & SAFETY	22157		FIRE EXTINGUISHER SERVICE	43.48
					Total :	43.48
161777	3/25/2015	0007141 FREEDOM PROPERTIES, LLC	033115		MAR 2015/ANIMAL SHELTER	2,500.00
					Total :	2,500.00
161778	3/25/2015	0000355 FRONTIER	007-9244 279-0841 279-2236 675-1572 675-2111 675-3121 675-6794 679-5551 679-8702 770-2694 770-2715		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	239.74 81.93 166.70 60.90 69.60 63.84 58.55 184.36 72.38 35.11 26.50
					Total :	1,059.61
161779	3/25/2015	0000325 FRONTIER FORD	102976		WHEEL/KIT	2,229.54
					Total :	2,229.54
161780	3/25/2015	0000328 GA INDUSTRIES, LLC	439011148		KIT/PER DWG/SCREWS	535.97
					Total :	535.97
161781	3/25/2015	0000329 GALLS	003233965 003248096		PANTS/KIDDER PANTS/AMUNDSON	76.08 76.08
					Total :	152.16
161782	3/25/2015	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	560.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161782	3/25/2015	0001706 0001706 GARDNER, PAT	(Continued)			Total : 560.00
161783	3/25/2015	0000330 GARDNER, TERI	EXP REIMB		EXP REIMB	346.90
						Total : 346.90
161784	3/25/2015	0002767 GATEWAY CONTROLS, INC	2015118		KEY PAD MAINTENANCE	246.48
						Total : 246.48
161785	3/25/2015	0001598 GORDON D KEYES DDS, INC	022415		INMATE SERVICES	342.00
						Total : 342.00
161786	3/25/2015	0000349 GRAINGER	9687737826		EAR PLUGS	130.00
						Total : 130.00
161787	3/25/2015	0002940 GRAY & OSBORNE, INC	13518.00-0000022		PROF SVC/WATER SYSTEM IMPROVEM	1,798.42
						Total : 1,798.42
161788	3/25/2015	0000999 GRCC/WW	139666 141146		REGISTRATION/HUBBARD REGISTRATION/TYHUIS	225.00 375.00
						Total : 600.00
161789	3/25/2015	0000999 GRCC/WW	031815		CERTIFICATION EXAM/TYHUIS	200.00
						Total : 200.00
161790	3/25/2015	0006590 HAFFNER, OTTO	TRAVEL ADVANCE		TRAVEL ADVANCE	299.00
						Total : 299.00
161791	3/25/2015	0007236 HAMMOND, JACOB	031015 031015A		WELLNESS INCENTIVE VOLUNTEER INCENTIVE	20.00 57.60
						Total : 77.60
161792	3/25/2015	0000323 HD FOWLER COMPANY	C346127 C349453 I3855426 I3862623		MARKING PAINT FLANGES/ADAPTERS GASKET/ELLS/PLUG CAP	-97.04 -89.65 117.74 78.55
						Total : 9.60
161793	3/25/2015	0005515 HDR ENGINEERING, INC	00428543-H		PROF SVC/UTILITY RATE AND FEE UPL	2,369.66

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161793	3/25/2015	0005515 0005515 HDR ENGINEERING, INC			(Continued)	Total : 2,369.66
161794	3/25/2015	0005679 HEISERMAN, JEFF	031015		VOLUNTEER INCENTIVE	133.20
						Total : 133.20
161795	3/25/2015	0003095 HOME DEPOT CREDIT SERVICES	12542		AIR FRESHENERS	19.38
			20037		7PCBITSAE/FPFRAT	41.25
			2021111		WISE	21.72
			2054364		CCSWXL-BLK	45.57
			24574		PIPE/TEE/PLUG	162.93
			3162458		MOSSOUTPHOFR	45.62
			3573784		LRG WHT STRP	8.66
			3574301		EXTDECK/TANK LEVER	40.44
			4022237		HENRY	8.64
			4025417		HAMMER/FITTINGS	38.89
			44267		HASP/WASHERS	16.60
			4560612		9VCARD4PK	10.84
			4574810		GUTTER SEAL/O-RING	8.72
			5012565		ANG/DRYWALL/NOZZLE	50.38
			5022058		CLEAN SEAL/SPONGE	11.90
			5044509		3PKAPGLVS	21.48
			5593615		BRUSHES/CAULK	11.13
			6021914		ACR/POPLAR	18.62
			6574709		BALLASTS	40.21
			7020460		SHEET METAL	6.51
			75800321		PADLOCK	16.84
			8012753		PENCIL/CONVPAD/THINSET/SCISSORS	263.87
			8020293		23W/EHC	10.84
			8574046		PENCILPULL	10.83
						Total : 931.87
161796	3/25/2015	0006520 HOPKINS, CAMERON	031015		WELLNESS INCENTIVE	20.00
						Total : 20.00
161797	3/25/2015	0000392 HUBBARD, SCOTT	031015		WELLNESS INCENTIVE	20.00
						Total : 20.00

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161798	3/25/2015	0007108 IOWA STEAK COMPANY	032415		BUSINESS LICENSE REFUND	7.08
Total :						7.08
161799	3/25/2015	0000411 ISLAND COUNTY TREASURER	R13324-461-2960 R13324-461-3620		PROPERTY TAXES PROPERTY TAXES	17.90 39.80
Total :						57.70
161800	3/25/2015	0000412 ISLAND COUNTY TREASURER	031015		1ST QTR 2015/JOINT TOURISM	5,000.00
Total :						5,000.00
161801	3/25/2015	0005445 ISLAND DEFENSE, PLLC	032315		FEB 2015/PUBLIC DEFENSE	10,000.00
Total :						10,000.00
161802	3/25/2015	0000415 ISLAND DISPOSAL	030215A 3908282		FEB 2015/COLLECTION CHARGES ANIMAL SHELTER	13,779.99 102.41
Total :						13,882.40
161803	3/25/2015	0000433 ISLAND DRUG	114507212170 114507212854 114508214220		INMATE MEDS INMATE MEDS INMATE MEDS	59.42 71.08 48.24
Total :						178.74
161804	3/25/2015	0000438 ISLAND PAINT & GLASS	29037		MIRROR	21.74
Total :						21.74
161805	3/25/2015	0000441 ISLAND SYSTEMS	231759 232021		WATER WATER	6.15 18.45
Total :						24.60
161806	3/25/2015	0006148 JANSEN, DWAYNE	031015		VOLUNTEER INCENTIVE	119.70
Total :						119.70
161807	3/25/2015	0007604 JANSEN, JOSH	031015		WELLNESS INCENTIVE	20.00
Total :						20.00
161808	3/25/2015	0000794 JOHN DEERE FINANCIAL	52291		SOLENOID	87.11
Total :						87.11

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161809	3/25/2015	0007412 KATY ISAKSEN ASSOCIATES	OAKFUND 2-15		PROF SVC/WWTP FUNDING	780.00
					Total :	780.00
161810	3/25/2015	0006362 KBA, INC	3002068 3002110		PROF SVC/OAK HARBOR NORTH RESE PROF SVC/OAK HARBOR NORTH RESE	4,720.99 491.51
					Total :	5,212.50
161811	3/25/2015	0002279 KENDALL, JOHN	1		TRAVEL REFUND	56.00
					Total :	56.00
161812	3/25/2015	0000487 KROESEN'S INC	24837		UNIFORMS ITEMS	102.36
					Total :	102.36
161813	3/25/2015	0006899 LANGE, RYAN	031015		VOLUNTEER INCENTIVE	94.92
					Total :	94.92
161814	3/25/2015	0001662 LEDGERWOOD, MARIANNE	042015		TRAVEL ADVANCE	212.50
					Total :	212.50
161815	3/25/2015	0005277 LEE, STEPHANIE	031015		WELLNESS INCENTIVE	20.00
					Total :	20.00
161816	3/25/2015	0000979 LES SCHWAB	41400172958 41400173625		TIRE TUBE	72.18 16.10
					Total :	88.28
161817	3/25/2015	0007251 LEWIS, ERIN	TRAVEL ADVANCE		TRAVEL ADVANCE	212.50
					Total :	212.50
161818	3/25/2015	0007782 LINDENBURG, RAY	EXP REIMB		EXP REIMB	780.00
					Total :	780.00
161819	3/25/2015	0000515 LOGGERS & CONTRACTORS, INC	00063200 00063201		HOSE/TOUGH COVER CLAMP/ADAPTER/COUPLING	828.43 515.60
					Total :	1,344.03
161820	3/25/2015	0000522 LUEHR, TOM	1		DRIVING SERVICES	96.00

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161820	3/25/2015	0000522 0000522 LUEHR, TOM			(Continued)	Total : 96.00
161821	3/25/2015	0000524 LYNDEN ICE	120005378		ICE	160.00 Total : 160.00
161822	3/25/2015	0001895 MACK, JOAN	1		TRAVEL REFUND	28.00 Total : 28.00
161823	3/25/2015	0002729 MAILFINANCE	N5205677		LEASE PAYMENT	610.53 Total : 610.53
161824	3/25/2015	0000660 MARKET PLACE FOOD & DRUG	190833 63321		GROCERIES GROCERIES	282.21 518.11 Total : 800.32
161825	3/25/2015	0000040 MATRIX	608338777		LONG DISTANCE	335.78 Total : 335.78
161826	3/25/2015	0007450 MAZZOLI, KELLYE	EXP REIMB EXP REIMB2 TRAVEL REIMB		EXP REIMB EXP REIMB TRAVEL REIMB	39.23 3.26 210.26 Total : 252.75
161827	3/25/2015	0006028 MCI COMM SERVICE	679-3902		LONG DISTANCE	37.39 Total : 37.39
161828	3/25/2015	0007784 MCI METRO ACCESS TRANSMISSION	031715		BUSINESS LICENSE REFUND	29.50 Total : 29.50
161829	3/25/2015	0007722 MERRIMAN, RYAN	031015		WELLNESS INCENTIVE	20.00 Total : 20.00
161830	3/25/2015	0004818 MICHAEL BOBBINK LAND USE SRVCS	031815		MAR 2015/HEARING EXAMINER SERVICE	1,500.00 Total : 1,500.00
161831	3/25/2015	0005127 MICHALSKI, PAT	1		TRAVEL REFUND	50.00 Total : 50.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161832	3/25/2015	0007786 MISSION COMMUNICATIONS, LLC	40029066		ANNUAL SERVICE	407.40
Total :						407.40
161833	3/25/2015	0007778 MITCHELL, LORA	1		TRAVEL REFUND	28.00
Total :						28.00
161834	3/25/2015	0006992 MOON, ANDREW	031015		WELLNESS INCENTIVE	20.00
Total :						20.00
161835	3/25/2015	0004423 MUNICIPAL EMERGENCY SERVICES	00609124_SNV 00609125_SNV 00610550_SNV		LED WITH CHARGER BUNKER BOOTS BOOTS/FIKSE	1,140.79 1,100.45 276.82
Total :						2,518.06
161836	3/25/2015	0007586 NAGEL, GARRETT	031015		WELLNESS INCENTIVE	20.00
Total :						20.00
161837	3/25/2015	0000608 NC MACHINERY COMPANY	MVCS0244579 MVCS0244727 MVCS0244926		HOOK TUBE RECEPTACLE	564.22 52.92 4.99
Total :						622.13
161838	3/25/2015	0007670 NETWORKFLEET, INC	OSV000000228609		MONTHLY SERVICE	238.60
Total :						238.60
161839	3/25/2015	0000621 NIIRO, CEDRIC	031015		WELLNESS INCENTIVE	20.00
Total :						20.00
161840	3/25/2015	0000610 NORTH CENTRAL LABORATORIES	352424 352425		AMMONIA NUTRIENTS	626.40 128.50
Total :						754.90
161841	3/25/2015	0007653 NORTH ISLAND MEDICAL	A4526T3759 A4526T3972 A4526T4128		INMATE MEDS INMATE MEDS INMATE MEDS	161.00 109.00 161.00
Total :						431.00
161842	3/25/2015	0007787 NORTHWEST ASSOCIATION OF FIRE	1677667-79772450		REGISTRATION/ENGL	149.00

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161842	3/25/2015	0007787	0007787 NORTHWEST ASSOCIATION OF FIRE	(Continued)		Total : 149.00
161843	3/25/2015	0005767	NORTHWEST RUNNER MAGAZINE	1074	ADVERTISING	760.00
						Total : 760.00
161844	3/25/2015	0003946	OAC SERVICES, INC	129347	PROF SVC/OAK HARBOR WWT	708.00
						Total : 708.00
161845	3/25/2015	0000672	OAK HARBOR ACE	252535	CAULK	7.05
				252551	SCRUB ROLLER	16.29
				252582	OIL	45.63
				252626	NIPPLES	2.15
				252627	FASTENERS	0.59
				252631	THREAD SEAL TAPE	5.38
				252645	CEMENT/PRIMER/ADAPTER	10.62
				252697	HOSE/BALL VALVE/NOZZLE	65.71
				252731	STARTER FLUID/SPONGE	9.22
				252810	FASTENERS	1.39
				252814	FASTENERS	0.35
				252815	FASTENERS	2.01
				252841	FASTENERS	2.29
				252864	STRAINER	8.67
				252879	BRUSH	24.99
				252906	DRILL/NUTSETTER	10.85
				252958	PIPE/TAPE/FASTENERS/GLUE/CAULK	37.29
				253036	BUSHING/ADAPTER/VALVE/COUPLING	59.45
				253042	BUSHING/PIPE/BATTERY	24.95
						Total : 334.88
161846	3/25/2015	0000668	OAK HARBOR AUTO CENTER	001-231812	AUTOMOTIVE XL VB	-10.78
				001-232475	PARTS	108.72
				001-232476	FILTERS	81.70
				001-232477	FILTERS	39.22
				001-232510	TRUCK PEDAL DEPR	46.57
				001-232515	BLADES	13.52
				001-232535	CORE RETURN	-16.31
				001-232633	WEATHERSTRIPPING	13.49

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161846	3/25/2015	0000668 OAK HARBOR AUTO CENTER	(Continued)			
			001-232982		T-SERIES IGNITION	79.47
			001-233026		LOCK CYL	19.39
			001-233028		FILTERS	17.11
			001-233052		GRAPHITE	1.69
			001-233421		STARTER	135.88
					Total :	529.67
161847	3/25/2015	0006743 OAK HARBOR ELKS LODGE	033115		2015 MARATHON SERVICES	3,000.00
					Total :	3,000.00
161848	3/25/2015	0003007 OFFICE DEPOT	755385264001		VOICE	195.64
			758911648001		ADAPTER/PIN	124.28
			759860278001		NOTEBOOK	28.57
			759860316001		WIRELESS MOUSE	26.62
					Total :	375.11
161849	3/25/2015	0000665 OFFICEMAX, INC	786167		DVDS	8.69
			836885		TONER	186.13
					Total :	194.82
161850	3/25/2015	0002985 PACIFIC TIRE CO. INC	0085572		TIRES	494.09
			0085656		TIRES	101.99
			0085657		TIRES	122.61
			0085718		TIRES	51.00
			0085720		TIRES	481.39
			0085734		TIRES	633.92
					Total :	1,885.00
161851	3/25/2015	0007783 PAID N FULL BAND	532		ENTERTAINMENT	400.00
					Total :	400.00
161852	3/25/2015	0001349 PARTNER CONSTRUCTION PRODUCTS	7023		TACK	3,864.29
			7039		TACK	7,731.83
					Total :	11,596.12
161853	3/25/2015	0007171 PEABODY, CHRISTOPHER	031015		WELLNESS INCENTIVE	20.00

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161853	3/25/2015	0007171 0007171 PEABODY, CHRISTOPHER	(Continued)			Total : 20.00
161854	3/25/2015	0000709 PERS	01094175		FEB 2015/UNFUNDED LIABILITY	26.98
						Total : 26.98
161855	3/25/2015	0000299 PLACE, SANDRA	031015		WELLNESS INCENTIVE	20.00
						Total : 20.00
161856	3/25/2015	0000710 PLATT ELECTRIC SUPPLY, INC	G317410		CWSUPREME ALT	311.75
						Total : 311.75
161857	3/25/2015	0004622 POWERS-RANG, LISA	031015		WELLNESS INCENTIVE	20.00
						Total : 20.00
161858	3/25/2015	0000746 PUGET SAFETY EQUIPMENT	0025200-IN		HARDHATS	118.99
						Total : 118.99
161859	3/25/2015	0000743 PUGET SOUND ENERGY	200000881421		ELECTRICITY/1500 S BEEKSMA DR DIS	2,116.98
			200000919684		ELECTRICITY/1501 SE CITY BEACH ST	10.16
			200000947859		ELECTRICITY/CITY SHOP	2,841.45
			200001097589		ELECTRICITY/1500 S BEEKSMA DR EB,	11.68
			200001884218		ELECTRICITY/1888 NE 5TH AVE PUMP	13.59
			200002036164		ELECTRICITY/30505 ST ROUTE 20	225.03
			200002036719		ELECTRICITY/34777 STATE ROUTE 20	101.90
			200002036917		ELECTRICITY/BTWN BAYSHORE DR & I	149.26
			200002037097		ELECTRICITY/2000 SW SCENIC HEIGH'	23.51
			200002037261		ELECTRICITY/1780 SW SPRINGFIELD C	10.77
			200002037501		ELECTRICITY/3285 SW SCENIC HEIGH'	116.96
			200002170617		ELECTRICITY/552 NW CLIPPER DR	10.16
			200002511539		ELECTRICITY/2075 SW FT	10.16
			200002723381		ELECTRICITY/1500 S BEEKSMA DR CM	158.91
			200003267636		ELECTRICITY/1000 SE IRELAND ST	15.88
			200003459654		ELECTRICITY/1957 FORT NUGENT RD I	156.84
			200004342099		ELECTRICITY/650 NE 7TH AVE SEWAGI	17.23
			200004562878		ELECTRICITY/800 SE MIDWAY BLVD	147.48
			200004856627		ELECTRICITY/1577 NW 8TH AVE	10.16
			200005263310		ELECTRICITY/SMITH PARK	10.16
			200005461666		ELECTRICITY/1500 S BEEKSMA DR WK	14.07

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161859	3/25/2015	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200005933094		ELECTRICITY/700 SE PIONEER WAY LA	6,700.93
			200005933094		ELECTRICITY/700 SE PIONEER WAY LA	6,566.04
			200006103952		ELECTRICITY/5941 STATE ROUTE 20	13.69
			200007268135		ELECTRICITY/SW ERIE ST SW BARRIN	172.38
			200007702943		ELECTRICITY/700 AV W & MIDWAY	192.68
			200007824192		ELECTRICITY/75 SE JEROME ST	10.16
			200008386993		ELECTRICITY/FABER ST & HARVEST D	10.77
			200008816189		ELECTRICITY/ANNEX	18.76
			200010322895		ELECTRICITY/2330 SW ROSARIO PL	36.57
			200010499248		ELECTRICITY/1948 NW CROSBY AVE	116.29
			200010499446		ELECTRICITY/1661 NE 16TH AVE SWRS	25.52
			200010530240		ELECTRICITY/651 SE BAYSHORE DR LI	96.47
			200010530802		ELECTRICITY/1501 SE CITY BEACH ST	10.77
			200010531024		ELECTRICITY/940 SE PIONEER WAY C/	238.18
			200010531172		ELECTRICITY/1300 NE BIG BERRY LOC	10.77
			200010531354		ELECTRICITY/1500 S BEEKSMA DR CAI	175.52
			200010531941		ELECTRICITY/800 SE DOCK ST	123.97
			200010699706		ELECTRICITY/1500 S BEEKSMA DR BAI	44.62
			200011316839		ELECTRICITY/SR 20 & 650 AV W	1,200.25
			200011551930		ELECTRICITY/ADULT CARE CENTER	34.09
			200011579964		ELECTRICITY/285 SE JEROME ST	13.81
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	10.16
			200012278087		ELECTRICITY/FIRE STATION	1,196.82
			200012425357		ELECTRICITY/TREATMENT PLANT	3,549.52
			200012838765		ELECTRICITY/PIONEER PARK	22.56
			200013370750		ELECTRICITY/MARINA	3,811.98
			200013734963		ELECTRICITY/672 CHRISTIAN RD PUMI	2,146.69
			200013968405		ELECTRICITY/1540 SE PIONEER WAY L	168.85
			200014151886		ELECTRICITY/1370 SE DOCK ST	90.44
			200014596478		ELECTRICITY/CITY HALL	857.35
			200015399153		ELECTRICITY/1678 SW 8TH AVE	10.16
			200015618321		ELECTRICITY/600 NE 7TH AVE	127.84
			200015685833		ELECTRICITY/287 SE CABOT DR SWRF	71.59
			200017255619		ELECTRICITY/690 SW HELLER RD WTF	559.36
			200017441482		ELECTRICITY/CITY BEACK PARK	399.23
			200017575347		ELECTRICITY/1367 NW CROSBY AVE S	118.91

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161859	3/25/2015	0000743 PUGET SOUND ENERGY	(Continued)			
			200017653656		ELECTRICITY/3300 OLD GOLDIE RD PL	76.35
			200017654415		ELECTRICITY/1000 SW THORNBERRY I	204.80
			200017853025		ELECTRICITY/2081 NE 9TH AVE SWRPM	12.64
			200017968427		ELECTRICITY/POLICE STATION	1,612.60
			200017968427		ELECTRICITY/POLICE STATION	1,681.26
			200019043344		ELECTRICITY/90 SE PIONEER WAY LIG	62.03
			200019500517		ELECTRICITY/1137 NW KATHLEEN DR I	39.47
			200020179194		ELECTRICITY/626 CHRISTIAN RD	44.11
			200020235012		ELECTRICITY/SENIOR CENTER	825.87
			200020308330		ELECTRICITY/1500 S BEEKSMA DR KIT	11.13
			200022441113		ELECTRICITY/980 SW MCCROHAN ST I	73.88
			200022988147		ELECTRICITY/TRAILER PK S END	26.64
			200023231067		ELECTRICITY/945 E WHIDBEY AVE #B	37.81
			200023360569		ELECTRICITY/700 W HELLER RD TRAFI	61.65
			200024715845		ELECTRICITY/1285 NE TAFTSON ST LF	32.01
			200025075157		ELECTRICITY/33500 STATE ROUTE 20	278.13
			220000598098		ELECTRICITY/2725 NE GOLDIE ST	154.53
			220002244337		ELECTRICITY/END OF GUN CLUB RD	75.39
			220002247165		ELECTRICITY/SW FAIRWAY POINT DR	13.34
			220003651407		ELECTRICITY/101	278.01
			220003735804		ELECTRICITY/275 SE PIONEER WAY	573.14
			220005593946		ELECTRICITY/1770 NE GOLDIE ST PUM	23.61
			220005790955		ELECTRICITY/301 SE PIONEER WAY	342.71
			300000005003		ELECTRICITY/SW BEEKSMA DR	392.90
			300000009906		ELECTRICITY/2220 SW VISTA PARK DR	26.18
			300000010409		ELECTRICITY/NE 11TH AVE	62.39
			300000010458		ELECTRICITY/INTSCTN OF MIDWAY & M	305.21
			300000010516		ELECTRICITY/900 SE MIDWAY BLVD	194.86
					Total :	42,648.69
161860	3/25/2015	0002997 QUINTON DESIGN & ELECTRICAL	2678		BREAKERS	420.94
					Total :	420.94
161861	3/25/2015	0006762 RAINIER ENVIRONMENTAL	1772		TESTING	700.00
					Total :	700.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161862	3/25/2015	0004425 RED LION HOTEL ON THE RIVER	33007 33008		HOTEL ACCOMMODATIONS/ANDERSON HOTEL ACCOMMODATIONS/BUXTON	405.33 405.33 Total : 810.66
161863	3/25/2015	0007608 RESTORER, LLC	4926 4942		WHINDSHIELD REPAIR WHINDSHIELD REPAIR	43.48 43.48 Total : 86.96
161864	3/25/2015	0003024 ROBBINS, EPHRAIM	031015		WELLNESS INCENTIVE	20.00 Total : 20.00
161865	3/25/2015	0000791 SCHEER, KEVIN	031015		WELLNESS INCENTIVE	20.00 Total : 20.00
161866	3/25/2015	0000796 SCHROER, PAUL	031015 TRAVEL ADVANCE TRAVEL ADVANCE		WELLNESS INCENTIVE TRAVEL ADVANCE TRAVEL ADVANCE	20.00 152.50 491.60 Total : 664.10
161867	3/25/2015	0000801 SEA WESTERN, INC	181190 182706 182727		HOSE HANGING NAME PLATE HELMETS	2,663.15 98.91 815.43 Total : 3,577.49
161868	3/25/2015	0005967 SEATTLE AUTOMOTIVE DIST	S5-568155		MODULE ASM	384.06 Total : 384.06
161869	3/25/2015	0007029 SERVATIUS, JOEL	TRAVEL REIMB		TRAVEL REIMB	157.80 Total : 157.80
161870	3/25/2015	0003782 SHARP ELECTRONICS CORPORATION	C825793-701		FEB 2015/MAINTENANCE CONTRACT	6.08 Total : 6.08
161871	3/25/2015	0000817 SHELLEY, TIM	031015		WELLNESS INCENTIVE	20.00 Total : 20.00
161872	3/25/2015	0000822 SHRED-IT USA, INC	9404884535 9405076455		SHREDDING SHREDDING	62.00 68.20

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161872	3/25/2015	0000822 SHRED-IT USA, INC	(Continued) 9405076495		SHREDDING	169.44
Total :						299.64
161873	3/25/2015	0000814 SKAGIT FARMERS SUPPLY	422934		SPRAYER	42.38
Total :						42.38
161874	3/25/2015	0000846 SOUND PUBLISHING	709059 WCW619118 WCW619687 WCW621053 WCW621054		FEB 2015/PUBLICATIONS-ACCT#801250 CITY NOTICES CITY NOTICES CITY NOTICES CITY NOTICES	785.59 112.14 77.25 54.82 54.82
Total :						1,084.62
161875	3/25/2015	0000851 SPRINT	182311697		LONG DISTANCE	5.76
Total :						5.76
161876	3/25/2015	0003883 STAPLES BUSINESS ADVANTAGE	3256876534 3256876536 3257385597 3257385598 3257385599 3257385600 3257385601 3257385602 3257385603 3257385604 3257385605 3257385607 3257956322 3257956323 3259065963 3259065964 3259065965 3259065966 3259065967		INK FOLDERS/BINDERS/PENS FOLDERS FOLDERS FOLDERS FOLDERS FOLDERS FOLDERS SWITCH FOLDERS KEY TAGS SANDISK/MARKERS HVDYDUTYDATE DVDS/CDS CABLE PATCH USB CARD READER SOAP/PUSH PINS PENS/PUSH PINS PLATES	102.17 54.86 2.17 2.17 2.17 2.17 2.17 2.17 73.58 84.12 8.63 44.23 60.18 115.87 9.77 5.86 666.88 41.61 117.27

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161876	3/25/2015	0003883 0003883 STAPLES BUSINESS ADVANTAGE	(Continued)			Total : 1,398.05
161877	3/25/2015	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	120.00
						Total : 120.00
161878	3/25/2015	0006673 SUMMIT SAFETY SHOES	104848		BOOTS	1,423.51
						Total : 1,423.51
161879	3/25/2015	0000874 SURETY PEST CONTROL	1046726 1050064 1051723 1052105		PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION	32.61 59.79 54.35 59.79
						Total : 206.54
161880	3/25/2015	0007780 TASER TRAINING	TASE24558		REGISTRATION/GRAVEL	200.00
						Total : 200.00
161881	3/25/2015	0007265 THOMPSON, ANNA	031615 TRAVEL REIMB		WELLNESS INCENTIVE TRAVEL REIMB	20.00 119.00
						Total : 139.00
161882	3/25/2015	0007781 TOWN & COUNTRY POST FRAME	031315		BUILDING PERMIT FEES	361.48
						Total : 361.48
161883	3/25/2015	0002363 TRI AIR TESTING, INC	R82613		AIR TESTING	429.60
						Total : 429.60
161884	3/25/2015	0000913 TYHUIS, RICHARD	TRAVEL ADVANCE		TRAVEL ADVANCE	248.50
						Total : 248.50
161885	3/25/2015	0000923 UNITED PARCEL SERVICE	0000A0182W085 0000A0182W105		SHIPPING SHIPPING	27.10 11.68
						Total : 38.78
161886	3/25/2015	0007779 UNIVERSAL LANGUAGE SERVICE, IN	ULS-11567		INTERPRETER SERVICES	35.10
						Total : 35.10
161887	3/25/2015	0000922 UNUM LIFE INSURANCE COMPANY	031815		LONG TERM CARE	269.78

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161887	3/25/2015	0000922 0000922 UNUM LIFE INSURANCE COMPANY	(Continued)			Total : 269.78
161888	3/25/2015	0000926 USABUEBOOK	575914 577429		SAMPLE/ELECTRODE/POTASSIUM CPVC QUILL	403.47 114.91 Total : 518.38
161889	3/25/2015	0000934 UTILITIES UNDERGROUND LOCATION	5020172		FEB 2015/LOCATES	87.78 Total : 87.78
161890	3/25/2015	0000932 VERIZON WIRELESS	9741936292		CURRENT COMM CHARGES	4,876.46 Total : 4,876.46
161891	3/25/2015	0007388 WALSTAD, TIM	031015		WELLNESS INCENTIVE	20.00 Total : 20.00
161892	3/25/2015	0007424 WASHINGTON ASPHALT PAVEMENT	19960		TRAINING/SMITH	125.00 Total : 125.00
161893	3/25/2015	0005899 WASHINGTON AUDIOLOGY SERVICES	45512		HEARING TESTS	20.00 Total : 20.00
161894	3/25/2015	0001052 WASHINGTON STATE PATROL	115006241		BACKGROUND CHECKS	457.25 Total : 457.25
161895	3/25/2015	0001055 WATERWORX DIVE SERVICE	031215		UNDERWATER SERVICES	2,250.10 Total : 2,250.10
161896	3/25/2015	0000995 WEST, GARY	EXP REIMB		EXP REIMB	96.20 Total : 96.20
161897	3/25/2015	0001039 WESTERN PETERBILT, INC	S846388		RADIATOR HOSE	166.95 Total : 166.95
161898	3/25/2015	0006267 WESTERN REFUSE & RECYCLING	137171 137825		REPLACEMENT CARTRIDGE PRESSURE SWITCH	446.00 301.64 Total : 747.64
161899	3/25/2015	0001000 WHIDBEY AUTO PARTS, INC.	240047		O-RING	10.42

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161899	3/25/2015	0001000 WHIDBEY AUTO PARTS, INC.	(Continued) 241007		FITTING/HOSE/CRIMP/O-RING	93.87
					Total :	104.29
161900	3/25/2015	0001005 WHIDBEY GENERAL HOSPITAL	WAC72570		INMATE SERVICES	399.50
					Total :	399.50
161901	3/25/2015	0002272 WHIDBEY GOLF & COUNTRY CLUB	021215		STORMWATER REIMBURSEMENT	4,234.96
					Total :	4,234.96
161902	3/25/2015	0001017 WHIDBEY PRINTERS	47547 47559 47560 47561 47579		BUSINESS CARDS/MERRIMAN ENVELOPES ENVELOPES ENVELOPES FIRE & LIFE SAFETY INSPECTION FOR	59.79 290.99 325.03 403.06 426.98
					Total :	1,505.85
161903	3/25/2015	0007510 WHIDBEY TECH SOLUTIONS	60855		WIFI TROUBLESHOOTING	554.37
					Total :	554.37
161904	3/25/2015	0001010 WHIDBEY TELECOM	3825306		CURRENT NET SERVICES	41.45
					Total :	41.45
161905	3/25/2015	0004961 WOODWARD, GREGORY	031015		WELLNESS INCENTIVE	20.00
					Total :	20.00
161906	3/25/2015	0006775 WORKSAFE SERVICE, INC	204241		PRE-EMPLOYMENT	52.00
					Total :	52.00
175 Vouchers for bank code : bank						Bank total : 693,187.97
175 Vouchers in this report						Total vouchers : 693,187.97

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

Bill No. C/A 6.c
Date: April 7, 2015
Subject: Janitorial Contract Extension

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

I move to authorize staff to extend the current janitorial contract with A-1 Performance Inc. in the amount of \$36,888.60.

BACKGROUND / SUMMARY INFORMATION

The City utilizes a professional janitorial service to provide general cleaning of City Hall, Police Department, Senior Center and the Public Works Department buildings. By contracting with one company the City has been able to lower the overall cost for these services. The current contract with A-1 Janitorial has expired.

In March of 2014, staff brought forward the desire to utilize contract number 00508 as provided by the Washington State Department of Enterprise Services. The contract is designed to streamline the process for janitorial services. They have a pre-qualified list of vendors that have been thoroughly screened, background checked, reference checked, etc.

By utilizing this State contract, the City benefitted by having extremely competitive pricing, a large pool of pre-qualified vendors to handle any size job, MWBE participation and flexibility. The process was easy and took very little staff time because the State prepared the request for qualifications based on our needs and expectations and evaluated the results.

The term of the contract was one year with the option to renew for nine consecutive years. It is now time to renew the contract. Staff has requested feedback from the departments and no major changes are needed at this time.

Therefore, staff is proposing that we extend the current contract with A-1 Performance, Inc. for another year.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$36,888.60

Appropriation Source: 129/001.50/001.45/510.50

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bill No. C/A 6.d
Date: April 7, 2015
Subject: Purchase Authorization-Beeksma
Gateway LED Sign

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing staff to purchase one (1) 3' x 16' single-sided LED sign from Meyers Sign & Advertising Co., Inc. in the amount of \$29,995.00.

BACKGROUND / SUMMARY INFORMATION

On March 3, 2015, the Parks Division was notified that the Tax Advisory Committee and the City Council had reviewed the 2% application submitted in for the Gateway Beeksma Park sign and approved the funding up to \$28,000.00. This sign will encourage tourists to visit Oak Harbor by advertising special events and promotions that occur in the City.

The sign will replace the current banner program and as a result, provide a cost savings to the City in the form of reduced labor as well as cost savings to all the special event organizers that currently purchase and maintain their own banners. In addition, this sign will provide the opportunity to advertise 3-4 times as many events as the current banner program.

The sign will be constructed of high quality materials and have multi-colored, 16 pixel high definition. It will be located in the Gateway Beeksma Park for maximum exposure from north and south bound SR20. City staff will provide the computer input to advertise special events.

In accordance with OHMC 2.320.050 related to small purchases of materials, supplies and equipment, Staff solicited quotes from 3 vendors, of which, two responded. The results are below:

VENDOR	DESCRIPTION	AMOUNT
Meyer Sign & Advertising Co., Inc.	3’x16’ 16mm sign	\$29,995.00
Oak Harbor Signs	3’x16’ 16mm sign	\$56,148.16
Yesco	3’x16’ 16mm sign	Did not respond with quote

Staff has determined that Meyer Sign and Advertising Co., Inc. is the lowest responsible bidder. Therefore, Staff is recommending that City Council authorize the purchase of one 3' X 16' sign from Meyer Sign and Advertising Co., Inc.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$29,995.00

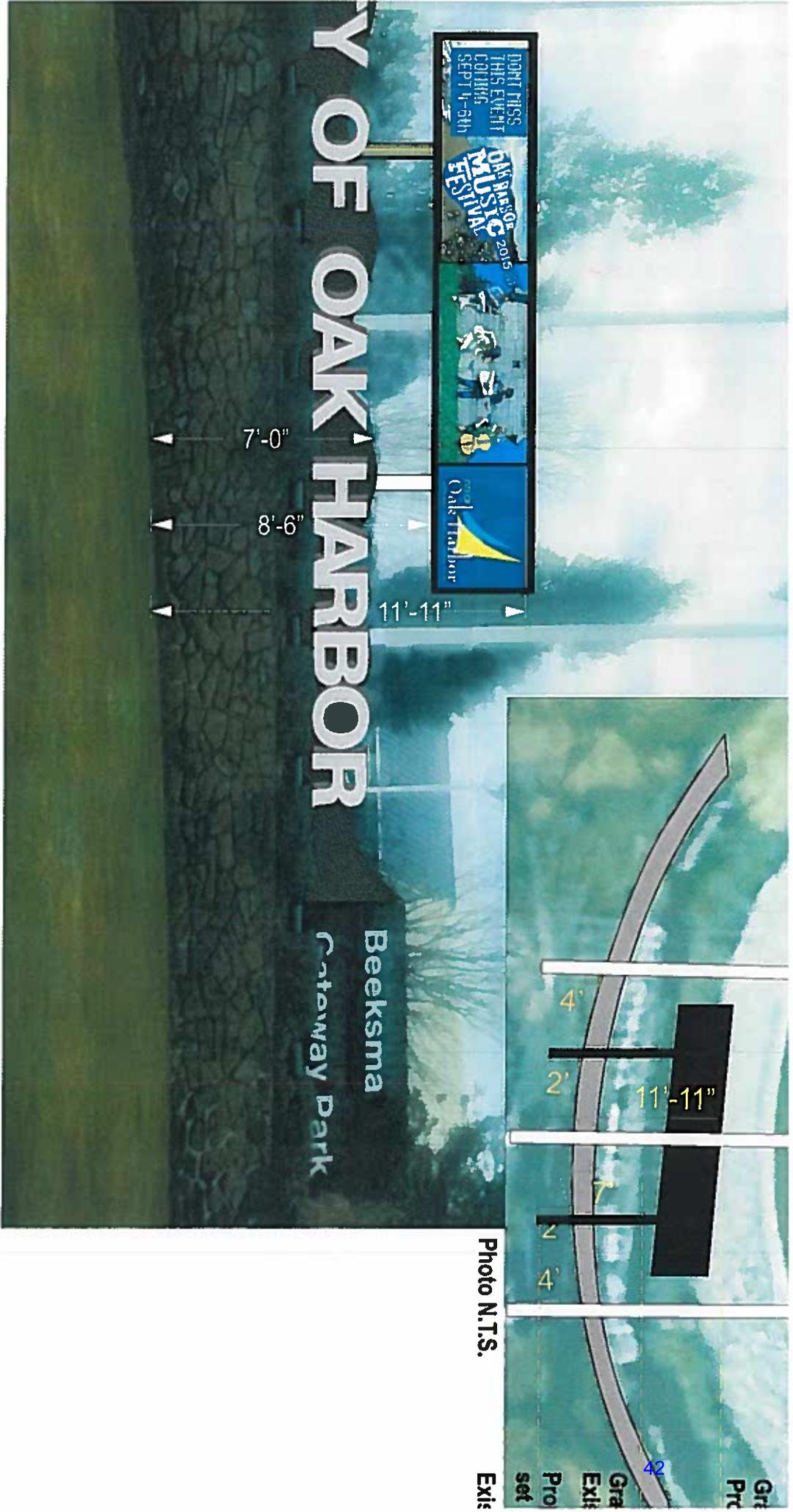
Appropriation Source: 2% funding-\$28,000/Remaining \$1,995.00 will come from the Parks operating funds

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was presented to the Parks Board on March 9, 2015.

ATTACHMENTS

1. [Sign Mock-Up](#)



Proposed 3' x 18' Message Center - Photo N.T.S.



18'-0"
18'-3"

Scale: 1/2" = 1'-0"



- One New 3' x 18' Single-Sided M**
- Pixel Pitch: W/6mm Color
- Pixel Matrix: 54 X 324
- Cabinet Size: 41in H x 18ft 3in L x 5in
- Viewing Area: 36in H x 18ft L
- Cabinet Style: Single Face Signpak (SI)

NOTE: This Color Drawing is a simulation of the proposed colors and sh

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 6.e
Date: April 7, 2015
Subject: Ordinance No. 1724:
Pawnbroker Ordinance
Amendment to OHMC
5.24.020

FROM: Nikki Esparza, City Attorney

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adopt Ordinance No. 1724 amending OHMC Section 5.24.020.

BACKGROUND / SUMMARY INFORMATION

On December 16, 2104, fee amounts contained in the Oak Harbor Municipal Code were removed from the code by Ordinance 1696. A Master Fee Schedule was then adopted under Resolution 14-33. Continuing review of the Code revealed a small number of fees, including the one contained in OHMC 5.24.020, that were missed by Ordinance 1696. This is a housekeeping ordinance amending OHMC 5.24.020 by deleting reference to the \$30 annual license fee and adding language that the license fee shall be per the Master Fee Schedule adopted by resolution of the City Council.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Ordinance No. 1724](#)

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

Published: _____

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Pawnbroker Ordinance
Amendment - 2

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

Bill No. C/A 6.f
Date: April 7, 2015
Subject: Freund Marsh Restrictive
Covenant Revision

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion to approve the revised Freund Marsh Restrictive Covenant, authorize the Mayor to sign the document and have it recorded.

BACKGROUND / SUMMARY INFORMATION

This Restrictive Covenant revises the original land deed of the Freund Marsh property, approximately 7.52 acres (as described in Exhibit A), located on SW Bayshore Drive, which was donated by Carl Freund to the City of Oak Harbor in 2005.

The City was required to commit the wetland and wetland buffer portion of the property as mitigation areas by virtue of the fact that the previous owner, Carl Freund, had so committed the property in a transaction involving the sale of wetland mitigation rights to another developer. Mr. Freund was obligated by the Department of Ecology to ensure that vegetation was healthy and thriving for a period of fifteen years. That period elapsed but permanent restrictions on the use of the property are still required. The DOE has approved the Restrictive Covenant and has confirmed that the condition has been met.

The revised Restrictive Covenant includes language committing the parcel as “protected property”, in fulfillment of a DOE condition, and that this covenant shall run with the land and be retained forever in its natural open-space condition. The City agrees to identify, preserve and protect in perpetuity the native species and habitat within the wetland area and wetland buffer located on the protected property.

Permitted uses of the protected property include, but are not limited to, passive recreational activities such as nature enjoyment, bird watching and educational walks. Existing improvements, such as the pedestrian walkway, benches and interpretive signs will be allowed to remain on the property.

Prohibited uses include, but are not limited to, construction or alteration of the land, removal of trees and other vegetation or harvesting of native plants, hunting or wildlife disruption.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

The City Council accepted the donated property from Carl Freund in 2005.

ATTACHMENTS

1. [Freund Marsh Restrictive Covenant Revision](#)

After Recording Return to:

Weed, Graafstra and Benson, Inc., P.S.
21 Avenue A
Snohomish, WA 98290

RESTRICTIVE COVENANT

Grantor: CITY OF OAK HARBOR
Grantee: Public
Legal Description: Lot 2, City of Oak Harbor SP #04-00002 Add'l on p. 6
Tax Parcel ID#: R13203-069-5000

WHEREAS, the CITY OF OAK HARBOR, a municipal corporation of the State of Washington (the "City"), is the owner in fee simple of that certain real property (hereinafter the "Property") in Island County, Washington, totaling approximately 7.52 acres, more particularly described in **EXHIBIT A** attached hereto and incorporated herein by this reference; and

WHEREAS, the City commits the wetland and wetland buffer portion of the Property depicted and identified as mitigation areas on the SW Bayshore Dr. Conceptual Buffer and Mitigated Area Plan dated 7/02/02, prepared by Fakkema & Kingma Inc., drawing no. 4149, on file with the Department of Ecology under Order No. 02SEANR-4620 (the "Protected Property") to use as a wetlands mitigation site to compensate for work authorized under Washington State Department of Ecology ("DOE") Order Number 02SEANR-4620; and

WHEREAS, the City expressly intends that this covenant run with the land, as provided by law, and shall be binding on all parties and all persons claiming under the City, including all current and future owners having any interest in the Protected Property; NOW, THEREFORE,

For the reasons stated above, and in fulfillment of a condition of DOE Order Number 02SEANR-4620, the CITY OF OAK HARBOR hereby voluntarily imposes, places, and restricts the use and occupancy of the Protected Property in accordance with

the terms and conditions hereinafter enumerated, subject only to the limitations set forth herein.

It is the purpose of this Restrictive Covenant to assure that the Protected Property will be retained forever in its natural open-space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values of the property. The City of Oak Harbor hereby covenants and agrees as follows:

1. **IDENTIFICATION AND PROTECTION:** The wetland mitigation and preservations areas within the Protected Property are “waters of the state.” City agrees to identify, preserve, and protect in perpetuity the native species and habitat within the wetland area and wetland buffer located on the Protected Property.
2. **INJUNCTION AND RESTORATION:** City shall enjoin any activity on, or use of, the Protected Property which is inconsistent with this Restrictive Covenant, including trespasses by members of the public, and to undertake or cause to be undertaken the restoration of such areas or features of the Protected Property as may be damaged by activities contrary to the provisions hereof.
3. **PROHIBITED USES:** Except as expressly permitted under “Permitted Uses” below, any use of, or activity on, the Protected Property inconsistent with the purposes of this Restrictive Covenant is prohibited, and the City acknowledges and agrees that it will not conduct, engage in or permit any such use or activity, including, but not limited to:
 - (a) **Construction.** The placement or construction of any buildings, structures, or other improvements of any kind (including, without limitation, fences, roads, docks, floats and parking lots) on the Protected Property except as deemed necessary to preserve, protect or effectuate the purposes of this Restrictive Covenant .
 - (b) **Alteration of Land.** The alteration of the surface of the Protected Property, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as deemed necessary by the City to preserve, protect or effectuate the purposes of this Restrictive Covenant.
 - (c) **Erosion or Water Pollution.** Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters of the Protected Property.
 - (d) **Alteration of Water Courses.** The draining, filling, dredging, ditching, or diking of wetland areas, the alteration or manipulation of ponds and water courses, or the creation of new wetlands, water impoundments, or water

courses, except as deemed necessary by the City to preserve or protect the conservation values of the Protected Property.

- (e) Removal of Trees and Other Vegetation. The pruning, cutting down, or other destruction or removal of live and dead trees and other vegetation located in the Protected Property, except as deemed necessary by the City to protect the public safety, or to preserve or protect the conservation values of the Protected Property, such as the removal of invasive exotic (non-native) plant species, or to conduct educational or research activities consistent with the purpose of this Restrictive Covenant.
- (f) Waste Disposal. The disposal or storage of rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly offensive, or hazardous waste or material on the Protected Property.
- (g) Utilities. The above- or below-ground installation of new utility systems or extensions of existing utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities on the Protected Property except as deemed necessary to preserve, protect or effectuate the purpose of this Restrictive Covenant.
- (h) Signs. The placement of commercial signs, billboards, or other advertising material on the Protected Property.
- (i) Hunting. Hunting or trapping, except to the extent determined necessary to preserve or protect the conservation values of the Protected Property.
- (j) Mining. The exploration for or development and extraction of minerals and/or hydrocarbons on or below the surface of the Protected Property.
- (k) Wildlife Disruption. The disruption of wildlife breeding and nesting activities on the Protected Property.
- (l) Domestic Animals. The keeping of domestic animals on the Protected Property.
- (m) Introduced Vegetation. The introduction of non-native vegetation on the Protected Property, or the planting or introduction of any species of vegetation, except as deemed necessary to enhance the conservation values of the Protected Property.
- (n) Harvesting of Native Plants. The gathering, picking, taking, or harvesting of native plants on the Protected Property.

- (o) Motorized Vehicles and Excessive Noise. The operation of motorcycles, dune buggies, snowmobiles, or other type of off-road motorized recreational vehicles or the operation of other sources of excessive noise pollution on the Protected Property.

4. PERMITTED USES:

- (a) Existing Improvements. Notwithstanding any provision hereof, the pedestrian walkway, benches, interpretive signs and all other improvements installed on the Protected Property on the date of execution of this Restrictive Covenant (“Existing Improvements”) and the public use thereof shall not be deemed to violate or be inconsistent with this Restrictive Covenant. The City shall have no obligation to modify or remove the Existing Improvements or restrict the use thereof. The City shall have the perpetual right to maintain, repair, restore, replace and/or remove the Existing Improvements, in its sole discretion.
- (b) Other Reserved Rights. City reserves for itself and its heirs, successors, and assigns, any use of, or activity on, the Protected Property which is not inconsistent with the purposes of this Restrictive Covenant and which is not prohibited herein. Without limiting the generality of the foregoing, the City specifically reserves for itself and its heirs, successors, and assigns, the following uses and activities:
 - i. Recreational. To conduct passive recreational activities such as nature enjoyment, bird watching, educational walks, etc. on the Protected Property, provided that such activities are conducted in a manner and intensity that does not adversely impact plant and wildlife habitat on the Protected Property. No motorized vehicles or other activities that could disrupt the wildlife or destroy essential habitat are allowed in the Protected Property, except vehicles of the City and its contractors used for exercise of the rights and obligations stated herein.
 - ii. Emergencies. To undertake other activities as deemed necessary by the City to protect public health or safety on the Protected Property, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity, provided that any such activity shall be conducted so that interference with the conservation values of the Protected Property is avoided to the maximum extent possible.

5. **SUBSEQUENT TRANSFERS:** Owner agrees (1) to incorporate the terms of this Restrictive Covenant in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including without limitation, a leasehold interest, and (2) to describe this Restrictive Covenant in and append it to, any executory contract for the transfer of any interest in the Protected Property. The failure of the owner to perform any act required by this paragraph shall not impair the validity of this Covenant or limit its enforceability in any way.

6. **SEVERABILITY:** If any provision of this Covenant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Covenant, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

7. **SUCCESSORS:** The covenants, terms, conditions, and restrictions of this Restrictive Covenant shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

DATED this ____ day of _____, 2015.

CITY OF OAK HARBOR

By _____
 SCOTT DUDLEY, Mayor

STATE OF WASHINGTON)
)ss.
 COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that SCOTT DUDLEY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF OAK HARBOR to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2015.

 (Legibly print name of notary)
 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My commission expires _____

EXHIBIT A
CITY PROPERTY DESCRIPTION

Lot 2 of CITY OF OAK HARBOR SHORT PLAT NO. 04-00002 as approved July 27, 2005, and recorded August 3, 2005, in Volume 4 of Short Plats, page 113, under Auditor's File No. 4142852, records of Island County, Washington; being a portion of Lot 3 of CITY OF OAK HARBOR SHORT PLAT NO. 97-2, recorded in Volume 3 of Short Plats, pages 208 and 209, under Auditor's File No. 98012391, records of Island County, Washington, and a portion of U. Freund Donation Land Claim, Sections 3 and 10, Township 32 North, Range 1 East of the Willamette Meridian.

Situated in Island County, Washington.

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

Bill No. C/A 6.g
Date: April 7, 2015
Subject: Ordinance No. 1726: Marina
Spectator Rate

FROM: Steve Powers, Development Services Director

FROM: Chris Sublet, Harbor Master

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adopt Ordinance No. 1726 amending OHMC 6.36.024 and establishing a spectator event moorage rate category at the Oak Harbor Marina.

BACKGROUND / SUMMARY INFORMATION

This agenda bill presents an ordinance for City Council consideration that amends Oak Harbor Municipal Code 6.36.024, "Special Case Moorage Rates" creating a spectator event moorage rate category.

Oak Harbor Municipal Code Section 6.36.024 establishes special case moorage rates. Five special categories currently exist with the most commonly known and used applying to moorage rates for the annual Whidbey Island Race Week.

Given the popularity of the community's waterfront for hosting events (e.g. Independence Day fireworks and the Oak Harbor Hydroplane Races) the guest slips and patios of F dock have become attractive places for viewing events, for both visitors and existing Marina moorage customers. The attached Marina map shows the location of F dock (Attachment A).

As a public facility that operates as an enterprise fund, it is appropriate that rent (moorage) be charged for the use of these slips. A use fee was established by staff last year for the inaugural hydroplane race by interpreting the existing code language and then by applying the standard transient moorage rate (\$0.89 per foot per night). In preparation for this summer's events staff reviewed last year's approach and fees with the Marina Advisory Committee. The Committee determined it best to create a new, spectator event moorage rate and they provided staff guidance as to what they believed to be an appropriate use policy and fee. This new rate category would apply to those boaters that view an event from their boats on F dock.

The proposed 2015 Spectator Event moorage rate for Marina guests (those boaters who are not Oak Harbor Marina tenants) is \$3.00 per foot per night with a minimum charge for 40'. The proposed 2015 Spectator Event moorage rate for Oak Harbor Marina tenants is \$2.00 per foot per night with a minimum charge for 40'. Ordinance No. 1726 (Attachment B) will amend OHMC Section 6.36.024, Special Case Moorage Rates, and create the new rate category of Spectator Event Moorage and allow the proposed rates to be included in the City's Master Fee Schedule.

LEGAL AUTHORITY

FISCAL IMPACT

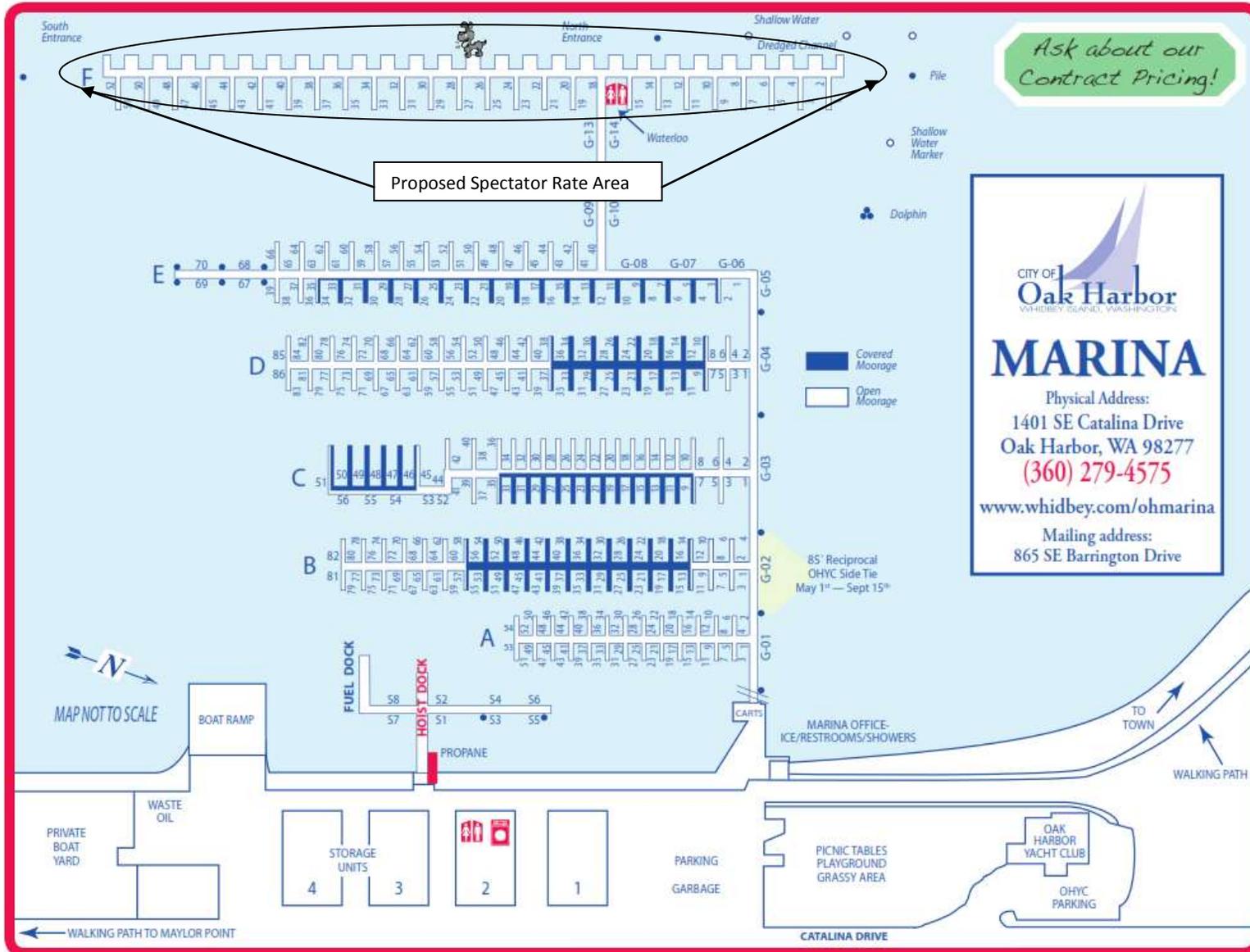
N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was initially discussed with the Marina Advisory Committee at their January 2015 meeting. The conversation was concluded at their February meeting with the Committee recommending approval of this approach to the City Council. The Council was briefed on this item at their March 25, 2015 meeting.

ATTACHMENTS

1. [Marina Map](#)
2. [Ordinance No. 1726](#)



ORDINANCE NO. 1726

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING SECTION 6.36.024 OF THE OAK HARBOR MUNICIPAL CODE ENTITLED "SPECIAL CASE MOORAGE RATES"

WHEREAS, Oak Harbor Municipal Code Section 6.36.024 establishes special case moorage rates; and

WHEREAS, the popularity of the community's waterfront for hosting events has increased; and

WHEREAS, the Marina Advisory Committee recommended creating a new spectator event moorage rate which will apply to boaters that view an event from their boats on F dock;

NOW, THEREFORE,

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

Section One. Oak Harbor Municipal Code Section 6.36.024 entitled "Special case moorage rates" last amended by Ord. 963 (1993) is hereby amended to read as follows:

6.36.024 Special case moorage rates. Special consideration regarding moorage rates will be given as follows, at the discretion of the harbormaster:

- (1) Commercial Fishing Vessels. Commercial fishing vessels which normally depart in the spring and return in the fall and do not occupy permanent moorage in the marina, may upon the customer's request and the discretion of the harbormaster, be kept on an open account. These special case tenants will be charged the monthly rate for the size of the vessel, on a pro rata basis, only for the time they actually occupy moorage. Electricity will be charged per the meter, if the slip is metered, and otherwise at the published flat rate.
- (2) Sailing Race Moorage. Boats which come from outside moorage to participate in the regularly scheduled summer sailing races will be allowed to occupy moorage as available, for very limited periods (normally two to three days for each race), and will be charged the normal monthly rate, prorated for the number of days they occupied marina moorage.
- (3) Coast Guard and Customs. U.S. Coast Guard, U.S. Customs Service and similar vessels which occupy marina moorage will not normally be charged moorage fees for visits of short duration.
- (4) Emergency. In the case of vessels which occupy marina moorage solely because of mechanical failure, illness, emergency conditions or similar misfortune which makes it

impossible or dangerous to proceed on to the planned destination, the harbormaster may waive fees for short periods of time.

(5) Race Week. Race Week moorage rates will be established for each year’s event by the harbormaster and the marina committee. A flat rate will be charged, regardless of boat size, for the period beginning the Sunday prior to the first race day, and ending on Saturday following the final race day. Race boats or tenders arriving earlier or remaining beyond this period will be charged normal guest moorage rates for those days in excess.

(6) Spectator Event Rates. Spectator Event moorage rates charged to view events from the marina docks shall be outlined in the Master Fee Schedule adopted by resolution of the city council. There will be two categories for rates: “marina tenants” and “guests”. Guests will pay the full “Spectator Event Rate” while marina tenants will pay a reduced “Spectator Event Rate”. Vessels arriving earlier or remaining beyond the event will be charged normal guest moorage rates for those days in excess.

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

Section Three. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication.

PASSED by the City Council this _____ day of _____, 2015.

THE CITY OF OAK HARBOR

Veto ()
Approve ()

By _____
Scott Dudley, Mayor

Dated: _____

Attest:

Approved as to Form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

Published: _____

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

Bill No. C/A 6.h
Date: April 7, 2015
Subject: Ordinance No. 1727: Amending
OHMC 15.04.165 Regarding
Brown Yard Waste Bags - Fees

FROM: Nikki Esparza, City Attorney

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adopt Ordinance No. 1727 amending OHMC 15.04.165.

BACKGROUND / SUMMARY INFORMATION

On December 16, 2014, fee amounts contained in the Oak Harbor Municipal Code were removed from the Code by Ordinance 1696. A Master Fee Schedule was then adopted under Resolution 14-33. Continuing review of the Code revealed a small number of fee references that were missed by Ordinance 1696. This is a housekeeping ordinance amending OHMC 15.04.165(7)(d) by deleting that the rate is 'set by the public works superintendent sufficient to cover costs of paper bags and services provided' and inserting that the rate is 'per the master fee schedule adopted by resolution of the city council.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Ordinance No. 1727](#)

ORDINANCE NO. 1727

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE SECTION 15.04.165(7)(d) REGARDING BROWN PAPER YARD WASTE BAGS

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

Section One. Section 15.04.165 of the Oak Harbor Municipal Code entitled “Yard waste rates and collection practices” adopted by Ord. 1696 (2014) is hereby amended to read as follows:

15.04.165 Yard waste rates and collection practices.

- (1) The city establishes a yard waste collection program to collect and dispose of certain yard wastes. Participation is voluntary.
- (2) Any customer may apply to the city for collection of certain plant material type yard wastes.
- (3) To be accepted for collection under the yard waste program, the yard waste must be vegetative yard waste such as grass, thatch, leaves, pine needles, boughs, vines, branches, weeds, and other plant materials commonly found in urban gardens. Woody material must be no greater than three inches in diameter. Material must all fit within the container. Maximum weight for the container shall be no more than 300 pounds. Approved yard waste paper bags purchased from the city or an approved vendor may also be put out for collection.
- (4) Excluded Materials. The following materials shall not be placed in a yard waste collection program container: sod (beyond small amounts), rocks, dirt, gravel, concrete, glass, metal, plastic, kitchen waste, animal feces, paint residue, Christmas or holiday decorations, paper, flocking, dimensional lumber, stumps or roots. Loads submitted not acceptable under this subsection for the yard waste program will be left by the yard waste collection area and handled as solid waste at the rate for 95-gallon noted waste rate containers.
- (5) The collection day for the yard waste shall be on a weekly basis on the same day as the customer’s regular solid waste collection. Services are provided only in 95-gallon carts supplied by the city.
- (6) Services are billed bimonthly along with other solid waste billings.
- (7) Rates shall be as follows:
 - (a) Services. From March through November, service shall be weekly and charges shall be per the master fee schedule adopted by resolution of the city council.

- (b) From December through February, service shall be monthly during the first full week of the month and charges shall be per the master fee schedule adopted by resolution of the city council.
- (c) There is no container delivery charge for the first container; thereafter, the delivery charge shall be per the master fee schedule adopted by resolution of the city council. The customer is responsible for the cost of replacement.
- (d) Brown paper yard waste bags shall be charged at a rate ~~set by the public works superintendent sufficient to cover costs of paper bags and services provided~~ per the master fee schedule adopted by resolution of the city council.
- (e) Special Pick-Up. For each additional nonscheduled pick-up requested by the customer, a trip fee per the master fee schedule adopted by resolution of the city council will be assessed on the regular bill.
- (f) Timing and Fee for Change in Service. After original signup for services, any customer wishing to cancel and then later restart service of the yard waste program must wait until the beginning of their billing cycle date and shall be charged a delivery fee per the master fee schedule adopted by resolution of the city council.

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

Section Three. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication.

PASSED by the City Council this _____ day of _____, 2015.

THE CITY OF OAK HARBOR

Veto ()
 Approve ()

By _____
 Scott Dudley, Mayor

Attest:

Approved as to Form:

 Anna Thompson, City Clerk

 Nikki Esparza, City Attorney

Published: _____

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

Bill No. C/A 6.i
Date: April 7, 2015
Subject: Resolution 15-11: Adopting the
Master Fee Schedule

FROM: Nikki Esparza, City Attorney

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

1. Adopt Resolution No. 15-11
2. Authorize staff to administratively add to the Schedule any fees authorized by Ordinance 1726, should it be adopted.

BACKGROUND / SUMMARY INFORMATION

Various City Council ordinances have adopted regulations requiring certain actions and services. The City has determined that fees and rates should be set by resolution. It is the intent of the City to charge appropriate fees and charges that are consistent with the services provided and to cover the public cost of providing these various services so that the public is not subsidizing individual benefits derived therefrom.

The attached Master Fee Schedule replaces the Master Fee Schedule adopted by Resolution No. 14-33 on December 16, 2014. This updated version is more user friendly and is broken into sections by department. The main changes made to the actual fees are authorized under various Code provisions. Some additional changes were necessary to be consistent with our Public Records Fee Schedule.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Resolution No. 15-11](#)
2. [Master Fee Schedule](#)

RESOLUTION NO. 15-11

A RESOLUTION OF THE CITY OF OAK HARBOR ADOPTING A MASTER FEE SCHEDULE

WHEREAS, various city council ordinances have adopted regulations requiring certain actions and services; and

WHEREAS, the city has determined that fees and rates should be set by resolution; and

WHEREAS, it is the intent of the city of Oak Harbor to charge appropriate fees and charges that are consistent with the services provided and to cover the public cost of providing these various services so that the public is not subsidizing individual benefits derived therefrom;

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

1. Adoption of Master Fee Schedule. The city hereby adopts by reference and incorporated herein the attached Master Fee Schedule setting the fees, rates, deposits, and other charges of the city. The attached Master Fee Schedule replaces the Master Fee Schedule adopted by Resolution No. 14-33 on December 16, 2014.
2. Severability. If any provision of this Resolution 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.
3. Effective Date. This Resolution shall be in full force and effect immediately.

PASSED by the City Council and approved by its Mayor this _____ day of _____, 2015.

CITY OF OAK HARBOR

Scott Dudley, Mayor

Attest:

Approved as to form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney



Master Fee Schedule

Fee Schedules

Schedule A:	Development Services (Land Development & Building)
Schedule B:	Finance & Utilities
Schedule C:	Fire Department
Schedule D:	Marina
Schedule E:	Police Department
Schedule F:	Public Works
Addendum 1:	Public Records

SCHEDULE A

Development Services (Land Development & Building)

MASTER FEE SCHEDULE DEVELOPMENT SERVICES

LAND DEVELOPMENT

Chapter 3.63	IMPACT FEES	FEE
3.63.020	<u>Payment and amount of park impact fees by subdivider.</u> • Park impact fee: - Single-family residence lot - Multiple-family, mobile home or modular home lot as computed in the appendix	\$1,673.00 (Reduced to \$836.50 until 2/17/16) \$1,344.00 (Reduced to \$672.00 until 2/17/16)
3.63.030	<u>Payment and amount of park impact fees.</u> • Park impact fee: - Single-family residence lot - Multiple-family, mobile home or modular home lot as computed in the appendix	\$1,673.00 (Reduced to \$836.50 until 2/17/16) \$1,344.00 (Reduced to \$672.00 until 2/17/16)
3.63.065(3)	<u>Payment and amount of transportation impact fees for development activities.</u> • Transportation impact fee per peak hour generated for: - Nonresidential activities - Residential unit developed	\$589.00 \$907.00 (Reduced to \$453.50 until 2/17/16)
3.63.090(3)	<u>Appeals.</u> • Impact fee	\$400.00
Chapter 3.64	FEE SCHEDULE	FEE
3.64.040(1)(a)	<u>SEPA.</u> • Written confirmation of exemption	\$75.00 <u>77.00</u>
3.64.040(1)(b)(i)	<u>SEPA.</u> • Base fee for submittal of environmental checklist	\$308.00 <u>314.00</u>
3.64.040(1)(b)(ii)	<u>SEPA.</u> • Fee if DNS issued that requires public notice	\$229.00 <u>234.00</u>
3.64.040(1)(c)(i)	<u>SEPA.</u> • Submittal of preliminary draft EIS	\$3,167.00 <u>3,230.00</u>
3.64.040(d)	<u>SEPA.</u> • Detailed environmental study review	\$250.00

3.64.505	<u>Fees applicable to all land use development processes.</u> <ul style="list-style-type: none"> • Additional notice because of changes or additions to the project initiated by the applicant or where improper notice has been posted by the applicant • Additional publication required because of changes or additions initiated by the applicant • Alternate security approval in lieu of a bond • Application for annexation • Appeals of administrative decisions by non-elected city officials • Development agreement • Interpretation of land use code • Other unspecified development permit fees under OHMC Titles <u>2, 8, 11, 12, 13, 14, 16, 17, 18, 19, 20, and 21 and 22.</u> • <u>Joint use agreement for parking</u> • Penalty permit fee • Time extensions for land use development permits under Titles 16, 18, 19, 20, 21 and 22: <ul style="list-style-type: none"> - Administrative action - Site plan approval (not in OHMC) - Final plat approval - Other actions requiring council or hearing examiner approval 	<p>\$75.00<u>77.00</u></p> <p>\$75.00<u>77.00</u></p> <p>\$152.00<u>155.00</u> \$2,293.00<u>2,339.00</u> and \$152.00<u>155.00</u> per acre</p> <p>\$317.00<u>323.00</u></p> <p>\$384.00<u>392.00</u> plus \$75.00<u>77.00</u> per hour of staff time over 6 hours</p> <p>\$384.00<u>392.00</u> plus \$60.00 per hour</p> <p>\$302.00<u>308.00</u></p> <p>\$308.00 Two times the normal fee for a permit fee.</p> <p>\$150.00<u>155.00</u> \$150.00<u>155.00</u> \$379.00<u>392.00</u> plus cost of publishing notices</p> <p>\$379.00<u>392.00</u> plus cost of publishing notices</p>
3.64.510(1)	<u>Streets – Concurrency test fee.</u> <ul style="list-style-type: none"> • Application fee for concurrency test or traffic impact analysis 	\$302.00 <u>308.00</u>
3.64.510(4)	<u>Street vacation.</u> <ul style="list-style-type: none"> • Street vacation fee 	\$651.00 <u>664.00</u>
3.64.515	<u>Street opening permit fees.</u> <ul style="list-style-type: none"> • First 100 linear feet • Each additional foot, over 100 linear feet • Openings each Curb cut • Openings each fire hydrant • Annual blanket permit 	\$75.00 <u>77.00</u> \$0.18/LFT \$38.00 <u>39.00</u> \$38.00 <u>39.00</u> \$1,000.00

3.64.520	<u>Utility code permit development fees.</u> <ul style="list-style-type: none"> • Account set-up fee • LID agreement approval • Utility reimbursement agreements 	<p>\$25.00 \$225.00 <u>233.00</u> \$150.00</p>
3.64.525	<u>Water utility connection fees.</u> <ul style="list-style-type: none"> • Extend or repair of water line from property line to building • Extend or repair of water line from water main to property line. • Making a change to an existing line • Making an opening in a public water main (tap/connection) • Water service connection done by private entity authorized by the city 	<p>\$75.00 <u>77.00</u> per inspection \$75.00 <u>77.00</u> per inspection \$75.00 <u>77.00</u> \$38.00 <u>39.00</u> per opening meter/labor/tax</p>
3.64.530	<u>Sewer permit fees.</u> <ul style="list-style-type: none"> • Extending a side sewer from sewer main to property line (OHMC 14.03.130). • Extending a side sewer from the property line to building (building sewer) (OHMC 14.03.130). • Inspection fee/Cleaning • Inspection fee/Cameraing • Inspection fee/Dumping of sewage (contaminated waste) • Storm Controlled Device (not in OHMC) • Installing a grease trap or interceptor (OHMC 14.03.130) • Making a change to an existing line (OHMC 14.03.130) • Making an opening in a public sewer (OHMC 14.03.130) • Multiresidential, add for each dwelling unit over one up to 20 units (OHMC 14.03.130) 	<p>\$75.00 <u>77.00</u> \$75.00 <u>77.00</u> \$0.620 <u>.63</u> per foot \$0.620 <u>.63</u> per foot \$105.00 per ton \$35.00 per ton \$0.00 \$75.00 <u>77.00</u> \$75.00 <u>77.00</u> \$24.00</p>
3.64.535(3)	<u>Building code and miscellaneous development permit fees.</u> <p>Grading Permits <u>50 cubic yds or less</u> Plan review Permit fee</p> <p><u>51 to 100 cubic yds</u> Plan review Permit fee</p> <p><u>101 to 1,000 cubic yds</u> Plan review <u>Permit fee</u> First 100 cubic yds Each additional 100 cubic yds</p>	<p>No fee \$23.50 \$23.50 \$37.00 \$37.00 \$37.00 \$17.50</p>

	<u>1,001 to 10,000 cubic yds</u> Plan review \$49.25 <u>Permit fee</u> First 1,000 cubic yds \$194.50 Each additional 1,000 cubic yds \$14.50 <u>10,001 to 100,000 cubic yds</u> <u>Plan review</u> First 10,000 cubic yds \$49.25 Each additional 10,000 cubic yds \$24.50 <u>Permit fee</u> First 10,000 cubic yds \$325.00 Each additional 10,000 cubic yds \$66.00 <u>100,001 to 200,000 cubic yds</u> <u>Plan Review</u> First 100,000 cubic yds \$269.75 Each additional 10,000 cubic yds \$13.25 <u>Permit fee (100,001 cubic yds or more)</u> First 100,000 cubic yds \$919.00 Each additional 10,000 cubic yds \$36.50 <u>200,001 cubic yds or more</u> <u>Plan review</u> First 200,000 cubic yds \$402.25 Each additional 10,000 cubic yds \$7.25 Permit fee (see above)	
3.64.545	<u>Zoning permit fees.</u> • Accessory dwelling permit <u>\$302.00</u> <u>\$308.00</u> • Comprehensive plan change: All sizes - <u>Pre-Application fee</u> <u>\$392.00</u> - <u>Application fee</u> <u>\$1,529.00</u> <u>\$1,560.00</u> • Conditional Uses: (a) Residentially zoned property and single-family use in other zones <u>\$384.00</u> <u>\$392.00</u> (b) All other zones unless use is single-family <u>\$764.00</u> <u>\$779.00</u> • Home Occupation review \$0.00 • Land clearing permit: - Application <u>\$302.00</u> <u>\$308.00</u> - Land clearing plan time extension <u>\$152.00</u> <u>\$155.00</u> - Permit exemption \$0.00 - Land clearing permit – Minor \$0.00 • Landscape alternative compliance <u>\$302.00</u> <u>\$308.00</u> • Landscape plan review <u>\$302.00</u> <u>\$308.00</u> • PRD, PIP, PBB fees: (a) Preliminary approval <u>\$1,529.00 plus 75.00 per acre</u> <u>One half original fee</u> (a) <u>Final approval</u>	

<ul style="list-style-type: none"> • <u>Planned Business Park (PBP) Approval</u> - <u>Pre-Application</u> - <u>Preliminary Approval</u> - <u>Final Approval</u> 	<p style="text-align: right;">\$392.00 \$1,560.00 + \$77.00/acre \$764.00 + \$39.00/acre</p>
<ul style="list-style-type: none"> • <u>Planned Industrial Park (PIP) Approval</u> - <u>Pre-Application</u> - <u>Application fee</u> 	<p style="text-align: right;">\$392.00 \$1,560.00 + \$77.00/acre</p>
<ul style="list-style-type: none"> • <u>Planned Residential Development (PRD) Approval</u> - <u>Pre-Application</u> - <u>Application Approval</u> 	<p style="text-align: right;">\$392.00 \$1,560.00 + \$77.00/acre</p>
<ul style="list-style-type: none"> • <u>Pre-Application fee</u> 	<p style="text-align: right;">\$392.00</p>
<ul style="list-style-type: none"> • <u>Rezoning – Map amendments:</u> (a) Up to one-half acre in size or to correct split zoning on individual parcels; provided, the costs of publication shall be reimbursed if not used; and further provided, that the cost of publishing the rezoning ordinance need not be paid until the council passes the ordinance (b) Up to 10 acres in size (c) Over 10 acres in size 	<p style="text-align: right;">\$764.00 780.00</p> <p style="text-align: right;">\$2,293.00 2,339.00 plus \$152.00 155.00 per acre</p> <p style="text-align: right;">\$2,242.00 2,287.00 plus \$152.00 155.00 per acre</p>
<ul style="list-style-type: none"> • <u>Temporary use permit</u> 	<p style="text-align: right;">\$22.00</p>
<ul style="list-style-type: none"> • <u>Text amendment to the zoning code</u> 	<p style="text-align: right;">\$1,528.00 1,559.00</p>
<ul style="list-style-type: none"> • <u>Variance from zoning code requirements:</u> (a) Type II process – Residentially zoned property and single-family use in other zones (b) Type III process – All other zones unless use is single-family (c) Administrative 	<p style="text-align: right;">\$384.00 392.00</p> <p style="text-align: right;">\$764.00 779.00</p> <p style="text-align: right;">\$112.00 114.00</p>
<ul style="list-style-type: none"> • <u>Zoning code text change</u> 	<p style="text-align: right;">\$1,528.00</p>
<ul style="list-style-type: none"> • <u>Zoning consistency fee:</u> (a) <u>Boundary line adjustment (optional)</u> (b) <u>Other</u> 	<p style="text-align: right;">\$150.00 \$100.00</p>
<ul style="list-style-type: none"> • <u>Zoning request for letter regarding zoning requirements for a particular site</u> 	<p style="text-align: right;">\$26.00 27.00</p>

3.64.550	<u>Shoreline master program permit fees.</u> •Shoreline substantial master program amendment •Shoreline substantial development permit, conditional use or variance: (a) Administrative review (b) Project value of up to \$100,000 as determined by the building official (c) Project value of over \$100,000 as determined by the building official (*See code section for further explanation.) (d) Permit revision (e) Permit exempt review letter	\$3,382.00 <u>3,450.00</u> \$384.00 <u>392.00</u> \$1,529.00 <u>1,560.00</u> \$1,529.00 <u>1,560.00</u> plus \$745.00 <u>760.00</u> for every \$100,000 over \$100,000 or portion thereof increased in value. \$384.00 <u>392.00</u> \$75.00 <u>77.00</u>
3.64.555	<u>Site plan fees.</u> • Review Process 1 preapplication fee • Review Process 1 application fee (if went through preapplication process) • Review Process 1 application fee (if did not go through preapplication process) • Review Process 2 and 4 preapplication fee (fee subtracted from 1% taken at time of site plan application) • Site Plan Application Submittal for Review Process 2 and •For increases in valuations greater than \$500,000	\$384.00 <u>392.00</u> \$0.00 \$384.00 <u>392.00</u> \$384.00 <u>392.00</u> 1% of the value of proposed development increase as determined by the building department up to and including a total increase valuation of \$500,000 \$75.00 per person per hour in excess of 60 hours along with a minimum fee of \$5,000
3.64.560(1)	<u>Environmental permit fees.</u> SEPA Project Review. •Written confirmation of exemption. •Threshold determination of an environmental checklist: - Base fee for submittal of an environmental checklist. • <u>Submittal of environmental checklist</u> • <u>Public Notice (if DNS)</u> -(*See code for additional costs.)	\$75.00 <u>77.00</u> \$350.00 \$314.00 \$234.00

	<ul style="list-style-type: none"> •Environmental impact statement: <ul style="list-style-type: none"> -Submittal of preliminary draft EIS -(*See code for additional costs.) •Detailed environmental study review 	<p>\$3,167.00<u>3,230.00</u></p> <p>\$250.00 (in addition to environmental checklist fee)</p> <p>\$0.00</p>
3.64.560(3)	<p><u>Environmental permit fees.</u></p> <ul style="list-style-type: none"> • Wetland Permits. <ul style="list-style-type: none"> - Application - Administrative variance - Variance requiring a public hearing - Wetland exemption 	<p>\$302.00<u>308.00</u></p> <p>\$112.00<u>114.00</u></p> <p>\$384.00<u>392.00</u></p> <p>No fee</p>
3.64.565	<p><u>Subdivision code permit fees.</u></p> <ul style="list-style-type: none"> •Binding site plan: <ul style="list-style-type: none"> <u>-Pre-Application fee</u> <u>-Variance (admin)</u> <u>-Boundary line adjustment</u> <ul style="list-style-type: none"> (a) Binding site plan application (b) Final binding site plan •Short subdivision: <ul style="list-style-type: none"> <u>-Pre-Application fee</u> <ul style="list-style-type: none"> (a) Short subdivision application for preliminary approval (b) Final short subdivision approval (c) Alterations •Subdivisions: <ul style="list-style-type: none"> <u>-Pre-Application fee</u> <u>-Variance (admin)</u> <ul style="list-style-type: none"> (a) Subdivision application for preliminary approval (b) Final subdivision approval (c) Alteration •Vacation or amendment of plat •Variances under any process in this section 	<p><u>\$392.00</u></p> <p><u>\$114.00</u></p> <p><u>\$392.00</u></p> <p>2,293.00<u>2,339.00</u> plus <u>\$54.00</u><u>55.00</u> per lot</p> <p>Included in above fee</p> <p><u>\$392.00</u></p> <p>\$764.00<u>779.00</u> plus <u>\$59.00</u><u>60.00</u> per lot</p> <p>Included in above fee</p> <p>\$384.00<u>392.00</u></p> <p><u>\$392.00</u></p> <p><u>\$114.00</u></p> <p>\$3,021.00<u>3,081.00</u> plus <u>\$54.00</u><u>55.00</u> per lot</p> <p>Included in above fee</p> <p>\$764.00<u>779.00</u></p> <p>\$674.00<u>687.00</u> plus cost of publishing</p> <p>\$384.00<u>392.00</u></p>
Chapter 13.24	SERVICE BEYOND CITY LIMITS	FEE
13.24.060	<p><u>Fire hydrant.</u></p> <ul style="list-style-type: none"> • Connecting a fire hydrant to a city line outside city limits 	\$1,500.00

Chapter 13.32	RATES AND CHARGES	FEE
<u>13.32.010</u>	<u>Water Service Connection Deposits. (City staff installed services only) (50% surcharge added to the deposit for services outside of the City limits)</u> <u>¾" Service (subdivisions under development)</u> <u>¾" Service</u> <u>1" Service</u> <u>1 ½" Service</u> <u>2" Service</u> <u>Water Meter – Cost of Meter – City Installed</u> <u>¾" meter (radio read)</u> <u>1" meter</u> <u>1 ½" meter</u> <u>2" meter</u>	 <u>\$700.00</u> <u>\$800.00</u> <u>\$1,000.00</u> <u>\$3,000.00</u> <u>\$3,200.00</u> <u>\$305.89</u> <u>\$407.33</u> <u>\$748.41</u> <u>\$974.20</u>
Chapter 14.20	WEST SIDE OF OAK HARBOR – SEWER TRUNK LINE CHARGE	FEE
14.20.030(1)	<u>Equivalent residential units – Schedule of fixtures.</u> <ul style="list-style-type: none"> • One residential unit/single-family residence • Multiple-residential units • Nonresidential properties, including all commercial and industrial properties – based on the number of points for the improvements on or to be constructed on the property 	 \$425 \$425 times number of residential units \$30.00 shall be added for each point in excess of 20
Chapter 18.20	PERMIT PROCESS	FEE
18.20.515(2)	<u>Closed record appeal on certain Type I review processes.</u> <ul style="list-style-type: none"> • Fee for appeal 	 \$50.00
Chapter 18.60	UTILITY SYSTEM DEVELOPMENT CHARGE	FEE
18.60.030(1)	<u>Utility system development charges after July 15, 2004.</u> <ul style="list-style-type: none"> • Water system development charge 3/4 inch meter 1 inch meter 1-1/2 inch meter 2 inch meter 3 inch meter 4 inch meter 6 inch meter 8 inch meter	 \$3,081.00 \$7,703.00 \$15,405.00 \$24,648.00 \$49,296.00 \$77,025.00 \$154,050.00 \$246,480.00

	<ul style="list-style-type: none"> • Sewer system development charge 3/4 inch meter 1 inch meter 1-1/2 inch meter 2 inch meter 3 inch meter 4 inch meter 6 inch meter 8 inch meter 	<p>\$1,680.00</p> <p>\$4,200.00</p> <p>\$8,399.00</p> <p>\$13,439.00</p> <p>\$26,879.00</p> <p>\$41,998.00</p> <p>\$76,500.00</p> <p>\$122,400.00</p>
Chapter 19.20	ZONING DISTRICTS	FEE
19.20.580(1)	<u>Appeals to council.</u> <ul style="list-style-type: none"> • Filing fee to appeal decision by the planning commission on an application of approval of a preliminary or final master plan 	\$100.00
19.20.705(1)	<u>Appeals to council.</u> <ul style="list-style-type: none"> • Filing fee to appeal decision by the planning commission of an application of approval of a site plan 	\$100.00
Chapter 19.52	ADULT ENTERTAINMENT FACILITIES OVERLAY ZONE	FEE
19.52.060(6)	<u>Non-conforming uses.</u> <ul style="list-style-type: none"> • Application for extension of time 	\$712.00

BUILDING DIVISION

Chapter 3.64	FEE SCHEDULE	FEE
3.64.505	<u>Fees applicable to all land use development processes.</u> <ul style="list-style-type: none"> • Penalty permit fee. When a permit is applied for after a temporary or permanent stop work order has been issued for the project in question or work has commenced prior to payment of the full permit fees required. <p>(Other unspecified development permit fees under OHMC Title 17)</p>	<p>Two times the normal fee for a permit fee.</p> <p>\$302.00</p>
3.64.535(1)	<u>Building code and miscellaneous development permit fees.</u> <ul style="list-style-type: none"> • Floodplain development permit • Variance 	<p>\$152.00155.00</p> <p>\$112.00114.00</p>
3.64.545	<u>Zoning permit fees.</u> <ul style="list-style-type: none"> • Temporary use permit 	\$22.00
Chapter 11.14	SIDEWALK USE PERMIT	FEE
11.14.055	<u>Fee for sidewalk use permit.</u> <ul style="list-style-type: none"> • Initial issuance of any sidewalk use permit 	\$15.00

Chapter 16.60	INSTALLATION CODE	FEE
16.60.030	<u>Installation permits.</u> <ul style="list-style-type: none"> • Mobile home installation permit <ul style="list-style-type: none"> - Single wide - Double or triple wide 	 \$120.00 \$150.00
Chapter 17.05	INTERNATIONAL BUILDING CODE	FEE
. 1705.030(2)	<u>Permit fees.</u> <ul style="list-style-type: none"> • Building permit fees • Other inspections and fees • Miscellaneous building permit fees 	See below – Table 17-1 See below – Table 17-2 See below – Table 17-3

**TABLE 17-1
BUILDING PERMIT FEES**

Total Valuation	Fees
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000 or fraction thereof
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000 or fraction thereof

**TABLE 17-2
OTHER INSPECTIONS AND FEES**

1. Inspections outside of normal business hours (minimum charge – two hours)	\$47.00 per hour
2. Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$47.00 per hour
3. Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one-half hour)	\$47.00 per hour
4. For use of outside consultants for plan checking and inspections, or both	Actual costs

**TABLE 17-3
MISCELLANEOUS BUILDING PERMIT FEES**

ACTION	FEE
Antenna Tower	\$25.00
Building Code Interpretation	\$329.00
Change Lot After Plan Review or Issuance of Permit	\$100.00
Change Plans During or After Plan Review	New Plan Review Fee

Change or Revise Plans After Issuance of Permit	Current Hourly Rate per IBC or New Plan Review Fee	
Covered Patio	Varies by Valuation	
Covered Porch	Varies by Valuation	
Decks	Varies by Valuation	
Demolitions	\$50.00 Plus \$4.50 State Surcharge	
Espresso Carts (Portable and Stand Alone)	\$250.00	
Factory Built Structures	Varies by Valuation	
Fences Over 6 Feet in Height	Current Hourly Rate per IBC for Plan Review Plus \$25.00 Permit Fee	
Flagpoles	\$25.00	
Fireplaces		
Freestanding (Wood/Gas/Pellet/Propane)	\$35.00	
Insert (Wood/Gas)	\$25.00	
Fireplace (Masonry)	\$100.00	
Mobile Homes, Single Wide	\$120.00	
Mobile Homes, Double and Triple Wide	\$150.00	
Modular Homes or Buildings	\$500.00	
Modular Offices (Job Shacks)	\$350.00	
Moved Buildings	\$50.00 Prior to Moving Together with a Building Permit Fee Based on the IBC Valuation for New Building and Cost of Moved Building	
Occupancy Permit	\$25.00 <u>26.00</u>	
Penalty Permit Fee	Double Permit Fee	
Re-Roofs – Residential	(Permit Required for Overlays of Two Layers or More) \$25.00	
– Commercial	Varies by Valuation	
Retaining Walls (Permit Not Required Under Four Feet)	\$100.00 or IBC Valuation, Whichever Is Greater	
Satellite Dish	(48" Diameter or Greater) \$25.00	
Signs – 25 Sq. Ft. or Less (New Construction)	Permit Fee, Plan Review Fee, and \$4.50 Surcharge Plus \$25.00	
– 26 Sq. Ft. or More (New Construction)	Permit Fee, Plan Review Fee, and \$4.50 Surcharge Plus \$50.00	
– 25 Sq. Ft. or Less (Existing)	Permit Fee, and \$4.50 Surcharge Plus \$25.00	
– 26 Sq. Ft. or More (Existing)	Permit Fee, and \$4.50 Surcharge Plus \$50.00	
Solariums	Varies by Valuation	
Work Commencing Before Issuance of Permit	(Whichever Is Greater) Double Permit Fee or \$100.00	
17.05.035(1)	<u>Building permit – Additional charge.</u> <ul style="list-style-type: none"> • Additional charge to be added to cost of a building permit • Additional surcharge per residential unit on buildings with more than one unit for purposes of paying fees required by RCW 19.27.085 	\$4.50 plus \$2.00

Chapter 17.10	INTERNATIONAL MECHANICAL CODE	FEE
17.10.070(3)	<u>Amendments – Additions.</u> • Mechanical permit fees	See below – Table 17-6

TABLE 17-6 MECHANICAL PERMIT FEES

ACTION	FEE
Permit Issuance and Heaters	
For the issuance of each mechanical permit	\$23.50
For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$7.25
Unit Fee Schedule (In addition to required permits as listed above.)	
Furnaces	
For the installation or relocation of each forced air or gravity type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW)	\$15.00
For the installation or relocation of each forced air or gravity type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)	\$18.00
For the installation or relocation of each floor furnace, including vent	\$15.00
For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	\$15.00
Appliance Vents	
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.00
Repairs or Additions	
For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$14.00
Boilers, Compressors and Absorption Systems	
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$15.00
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)	\$27.00
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$37.00
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$55.00
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)	\$93.00
Air Handling	
For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 Us), including ducts attached thereto	\$11.00

Note: This fee does not apply to an air handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.		
For each air handling unit over 10,000 cfm (4719 Us)		\$18.00
Evaporative Coolers		
For each evaporative cooler other than portable type		\$11.00
Ventilation and Exhaust		
For each ventilation fan connected to a single duct		\$7.00
For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit		\$11.00
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood		\$11.00
Incinerators		
For the installation or relocation of each domestic type incinerator		\$18.00
For the installation or relocation of each commercial or industrial type incinerator		\$15.00
Gas Piping Systems		
For each gas piping system of one to five outlets		\$5.00
For each additional outlet over five, each		\$1.00
Miscellaneous		
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which the fee is listed in the table		\$11.00
Other inspections and fees, refer to Table 17-2.		
Chapter 17.12	UNIFORM PLUMBING CODE	FEE
17.12.070(1)	<u>Amendments – Additions.</u> • Plumbing permit fees	See below – Table 17-5

TABLE 17-5

PLUMBING PERMIT FEES

ACTION	FEE
PERMIT ISSUANCE	
For the issuance of each plumbing permit	\$20.00
For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$10.00
UNIT FEE SCHEDULE (In addition to required permits as listed above)	
For each plumbing fixture on one trap or set of fixtures on one trap (including water, drainage piping and backflow protection thereof)	\$7.00
For each building sewer and each trailer park sewer	\$15.00
Rainwater systems per drain (inside building)	\$7.00
For each cesspool (where permitted)	\$7.00
For each private sewage disposal system	\$40.00
For each water heater including vent	\$12.00
For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps	\$7.00

For each installation, alteration, or repair of water piping or water treating equipment, or both, each	\$7.00	
For repair or alteration of drainage or vent piping, each fixture	\$7.00	
For each lawn sprinkler system on any one meter, including backflow protection devices thereof	\$7.00	
For atmospheric type vacuum breakers or backflow protection devices not included in lawn sprinkler systems:		
1 to 5 devices	\$45.00	
Over 5 devices, each	\$1.00	
For each backflow protection device other than atmospheric type vacuum breakers:		
2 inches (50.8 mm) diameter and smaller	\$7.00	
Over 2 inches (50.8 mm) diameter	\$15.00	
For each graywater system	\$40.00	
For initial installation and testing for a reclaimed water system	\$30.00	
For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$30.00	
For each medical gas piping system serving 1 to 5 inlets or outlets for a specific gas.	\$50.00	
For each additional medical gas inlet or outlet	\$5.00	
Swimming Pools For each swimming pool or spa:		
Public pool Varies by Valuation Plus Permit Fee	-	
Public spa Varies by Valuation Plus Permit Fee	-	
Private pool Varies by Valuation Plus Permit Fee	-	
Private spa	\$30.00	
Miscellaneous		
For each appliance or piece of equipment regulated by the Plumbing Code but not classed in other appliance categories, or for which no other fee is listed in this code	\$7.00	
Other inspections and fees, refer to Fee Table 17-2.		
Chapter 19.36	SIGN CODE	FEE
19.36.130(7)	<u>Permits and fees.</u>	
	• Sign permit under 25 sq. ft.	\$25.00
	• Sign permit 26 sq. ft. and over	\$50.00

SCHEDULE B

Finance & Utilities

**MASTER FEE SCHEDULE
FINANCE/UTILITY DEPARTMENT**

Chapter 3.64	FEE SCHEDULE	FEE
3.64.525	<u>Water utility fees.</u> <ul style="list-style-type: none"> • Account setup fee • Hydrant use permits: <ul style="list-style-type: none"> - Hydrant meter deposit - Hydrant meter base fee • Hydrant water consumption <ul style="list-style-type: none"> *0 to 300 cubic feet *400 to 600 cubic feet *700 and above cubic feet • Hydrant meter rent per day • Water connection fee • Hydrant meter permit 	<p>\$25.00</p> <p>\$1,000.00</p> <p>\$24.25 <u>\$25.50</u> minimum charge per month</p> <p><u>\$2.50 per 100 cubic feet</u></p> <p><u>\$2.60 per 100 cubic feet</u></p> <p><u>\$3.75 per hundred cubic feet</u></p> <p><u>\$6.35 per hundred cubic feet</u></p> <p>\$5.00/day</p> <p>\$15.00/daymonth</p> <p>\$10.00/daymonth</p>
Chapter 3.70	BUSINESS AND OCCUPATION LICENSE TAX	FEE
3.70.030(3)	<u>Occupation license required.</u> <ul style="list-style-type: none"> • Annual application fee 	\$50.00
Chapter 3.95	UTILITY BILLING AND COLLECTION PROCEDURES	FEE
3.95.040	<u>Application – Account initiation fee.</u> <ul style="list-style-type: none"> • Account initiation fee 	\$25.00
3.95.080	<u>Delinquency.</u> <ul style="list-style-type: none"> • Delinquency payment 	\$15.00
3.95.080(5)	<u>Delinquency.</u> <ul style="list-style-type: none"> • Charge for cutting off the water and/or meter removal 	\$10.00
3.95.100	<u>Water cut-offs – Lien enforcement.</u> <ul style="list-style-type: none"> • Turning off water 	\$10.00
3.95.120	<u>Turning water on – Charges.</u> <ul style="list-style-type: none"> • Turning water on for service • Turning water on for service after 5 p.m. on any work day or on weekends 	\$15.00 \$75.00
3.95.170	<u>NSF check – Fee for collection.</u> <ul style="list-style-type: none"> • Nonsufficient fund check 	\$40.00 or amount of NSF check, whichever is less
Chapter 5.03	BUSINESS LICENSES	FEE
5.03.160	<u>Class 1.</u> <ul style="list-style-type: none"> • License fee for taverns, fraternal organizations serving food or liquor, restaurant businesses serving liquor, grocery stores/supermarkets containing over 3,000 square feet of sales area and manufacturing and other businesses employing 50 or more full- and/or part-time employees. 	\$100.00

5.03.170	<u>Class 2.</u> • License fee for financial institutions including savings and loan businesses, credit unions, and banks; and professional businesses including law businesses, accounting businesses, dentists, doctors, optometrists, veterinarians, engineers, surveyors, architects, real estate brokers, insurance brokers, building and landscape designers, chiropractors, automobile dealerships and auto part dealers.	\$50.00
5.03.180	<u>Class 3.</u> • Annual License fee for businesses located outside the corporate limits of the city engaged in sales or sales of services within the corporate limits of the city, or making retail sales or sales and deliveries within the corporate limits of the city; contractors and subcontractors providing building services, or materials or equipment within the corporate limits of the city; all other businesses not classified as either Class 1 or Class 2.	\$25.00
Chapter 5.04	POOL AND BILLIARDS	FEE
5.04.040	<u>License – Fee.</u> • Annual license fee	\$50.00
Chapter 5.08	CARD TABLES	FEE
5.08.020	<u>License fee.</u> • First table • Each additional table	\$50.00 per year \$5.00 per year
Chapter 5.12	AMUSEMENT DEVICES	FEE
5.12.020	<u>License required – Fee – Penalty for violation.</u> • Annual license fee per device	\$25.00
Chapter 5.16	PUBLIC DANCES AND DANCEHALLS	FEE
5.16.040	<u>Granting of license - Fee.</u> • License not to exceed one year in duration • One day license	\$20.00 May be waived
Chapter 5.20	ADULT ENTERTAINMENT	FEE
5.20.050	<u>License fees.</u> • Adult entertainment establishment license • Adult entertainer's license • Adult entertainment manager's license	\$720.00 per year \$145.00 per year \$145.00 per year
Chapter 5.22	NIGHTCLUBS	FEE
5.22.050	<u>Annual license fee.</u> • Annual nightclub license • Annual WATCH criminal background check	\$200.00 plus \$10.00
Chapter 5.24	PAWNBROKERS	FEE
5.24.020	<u>License required – Regulations.</u> • License fee	\$30.00 per year

Chapter 5.30	FOR HIRE VEHICLES	FEE
5.30.020	<u>License required.</u> <ul style="list-style-type: none"> • License fee for the first two taxicabs owned and operated by any person, firm or corporation. • For each additional taxicab to the same owner 	\$50.00 per year \$25.00 per year
5.30.040	<u>Driver's license required - Parking stall charge.</u> <ul style="list-style-type: none"> • Taxi parking charge 	\$5.00 per month per parking stall
Chapter 5.32	FIREWORKS SALE	FEE
5.32.030(6)	<u>Application form and requirements.</u> <ul style="list-style-type: none"> • Application fee 	\$50.00
Chapter 5.44	AMUSEMENT ARCADES	FEE
5.44.030	<u>License – Required – Application procedure – Hearing.</u> <ul style="list-style-type: none"> • Nonrefundable application fee 	\$25.00
5.44.050	<u>License – Fee – Issuance conditions – Application update.</u> <ul style="list-style-type: none"> • Annual license fee 	\$100.00
Chapter 5.52	HAWKERS, PEDDLERS AND SOLICITORS	FEE
5.52.050(1)	<u>License – Fee.</u> <ul style="list-style-type: none"> • Fee for a peddler, canvasser or solicitor license – first day • Fee for each additional day 	\$20.00 \$10.00
5.52.050(2)	<u>License – Fee.</u> <ul style="list-style-type: none"> • Fee for all persons per calendar year • Use of streets, parks, walks and other public places for the sale and/or display of wares or goods and may set dates and hours of operation. 	\$5.00 May waive fees required in this section
Chapter 7.12	DOG AND CAT LICENSES	FEE
7.12.030(1)	<u>Fees - Schedule.</u> <ul style="list-style-type: none"> • For each unneutered male dog • For each unneutered male cat • For each unspayed female dog • For each unspayed female cat • For each neutered male dog • For each neutered male cat • For each spayed female dog • For each spayed female cat 	\$35.00 \$35.00 \$35.00 \$35.00 \$10.00 \$10.00 \$10.00 \$10.00
7.12.035	<u>Fees – Procedure for senior citizens.</u> For persons who are 65 years of age or over and who certify to the clerk of the city under oath that he or she is over this age and is the owner of the cat or dog to be licensed.	50% of the fee stated in OHMC 7.12.030
7.12.040	<u>When purchased – Late fee – Term.</u> <ul style="list-style-type: none"> • Late charge fee 	\$5.00
7.12.080	<u>Duplicate tag – Fee – License not transferable.</u> <ul style="list-style-type: none"> • Replacement fee for duplicate license tag 	\$3.00

Chapter 15.04	MUNICIPAL SOLID WASTE COLLECTION	FEE
15.04.150(1)	<u>Solid waste collection rates.</u> <ul style="list-style-type: none"> • Residential roll cart service – BiMonthly charges <ul style="list-style-type: none"> - Roll cart size: 20 gallon - Roll cart size: 35 gallon - Roll cart size: 65 gallon - Roll cart size: 95 gallon 	\$29.06 <u>14.53</u> \$39.79 <u>19.90</u> \$66.71 <u>33.36</u> \$88.73 <u>44.37</u>
15.04.165(7)(a)	<u>Yard waste rates and collection practices.</u> <ul style="list-style-type: none"> • March – November services (weekly) 	\$19.44 <u>9.72</u> per bimonthly period
15.04.165(7)(b)	<u>Yard waste rates and collection practices.</u> <ul style="list-style-type: none"> • December – February services (monthly) 	\$6.50 <u>3.25</u> per bimonthly period
15.04.165(7)(c)	<u>Yard waste rates and collection practices.</u> <ul style="list-style-type: none"> • Delivery charge for first container • Delivery charge thereafter 	No charge \$25.70 per delivery
15.04.165(7)(d)	<u>Yard waste rates and collection practices.</u> <ul style="list-style-type: none"> • Brown yard waste bags 	Set by the public works superintendent sufficient to cover costs of bags and services provided <u>\$3.50</u> per bag
15.04.165(7)(e)	<u>Yard waste rates and collection practices.</u> <ul style="list-style-type: none"> • Nonscheduled special pick-up trip fee 	\$25.70
15.04.165(7)(f)	<u>Yard waste rates and collection practices.</u> <ul style="list-style-type: none"> • Timing and fee for change in service/Delivery fee 	\$25.70
15.04.170(5)	<u>Temporary service.</u> <ul style="list-style-type: none"> • Set-up fee for temporary service account 	\$28.62
15.04.170(8)	<u>Temporary service.</u> <ul style="list-style-type: none"> • Pick-up fee on temporary service account • Special trip fee 	30% of the monthly charge for similar-sized container plus \$25.70 per pick-up
15.04.180(2)	<u>Residential collection provisions and special charges.</u> <ul style="list-style-type: none"> • Special pick-up request/trip fee 	\$25.70
15.04.180(3)	<u>Residential collection provisions and special charges.</u> <ul style="list-style-type: none"> • Time for collection and fee/Return trip charge • Time for collection and fee/Each additional nonscheduled pick-up 	\$25.70 \$25.70
15.04.180(4)	<u>Residential collection provisions and special charges.</u> <ul style="list-style-type: none"> • Recycling containers contaminated with garbage/Return trip charge to empty container 	\$62.32
15.04.180(5)	<u>Residential collection provisions and special charges.</u> <ul style="list-style-type: none"> • Extra garbage bag fee 	\$4.85

15.04.190(2)	<u>Nonresidential collection provisions and special charges.</u> <ul style="list-style-type: none"> • Charges for inconvenient location/Return trip charge • Charges for inconvenient location/Each additional nonscheduled pick-up 	\$25.70 \$25.70
15.04.220(1)	<u>General applicable rates.</u> <ul style="list-style-type: none"> • Uncontained cleanup 	\$114.50 per hour
15.04.220(2)	<u>General applicable rates.</u> <ul style="list-style-type: none"> • Temporarily stopping service while property vacant 	\$16.25
15.04.220(3)	<u>General applicable rates.</u> <ul style="list-style-type: none"> • Timing and fee for change in service 	\$25.70
15.04.230(13)(a)	<u>Recycling – Rates and collection practices.</u> <ul style="list-style-type: none"> • Commercial <ul style="list-style-type: none"> - One recycling roll cart (65 or 95 gallon sizes) - Additional roll carts 	No cost \$8.00 per container
15.04.230(13)(b)	<u>Recycling – Rates and collection practices.</u> <ul style="list-style-type: none"> • Residential <ul style="list-style-type: none"> - One 65 gallon roll cart 	No cost

SCHEDULE C

Fire Department

MASTER FEE SCHEDULE FIRE DEPARTMENT

Chapter 8.06	FEE SCHEDULE FOR PERMITTING, PLAN REVIEW AND INSPECTIONS	FEE			
8.06.010	Fee schedule.	See Below			
Permit, Plan Review, and Inspection Fee Schedule					
		Permits	Plan Review	Inspection	Total
Fire Alarm Systems (new or revised)					
Zone Type Systems					
A. One to four zones	\$50.00	\$100.00	\$100.00	\$250.00	
B. Each additional zone	---	\$10.00	\$20.00	\$30.00/zone	
C. Sprinkler supervision only	\$50.00	\$25.00	\$100.00	\$175.00	
Addressable Type Systems					
A. One to 25 devices	\$50.00	\$100.00	\$100.00	\$250.00	
B. Each additional 25 devices	---	---	\$50.00	\$50.00/25 devices	
Sprinkler Systems (new)					
A. Up to and including 99 sprinklers	\$50.00	\$2.00/sprinkler	\$50.00	\$100.00 + \$2.00/ sprinkler	
B. Each new system having 100 or more sprinklers	\$50.00	\$150.00	\$250.00	\$450.00	
C. Revised systems (Note: Maximum for revised systems is equal to new installation)	\$25.00	\$2.00/sprinkler	\$50.00	\$75.00 + \$2.00/ sprinkler	
Standpipe Systems					
A. Class I					
Manual	\$50.00	\$50.00	\$75.00	\$175.00	
Automatic or semi-automatic	\$50.00	\$100.00	\$150.00	\$300.00	
B. Class II and Class III					
C. Combination sprinkler and standpipe	\$50.00	\$250.00	\$250.00	\$550.00	
Fire Pumps					
	\$50.00	\$250.00	\$250.00	\$550.00	
Range Hood Fire Suppression Systems					
A. Pre-engineered	\$50.00	\$10.00	\$50.00	\$110.00	
B. Custom	\$50.00	\$200.00	\$100.00	\$350.00	
Fixed Pipe Fire Suppression Systems					
A. Pre-engineered	\$50.00	\$50.00	\$50.00	\$150.00	
B. Custom	\$50.00	\$200.00	\$100.00	\$350.00	
Fireworks					
A. Wholesale or retail use	\$25.00	no plan review	\$50.00	\$75.00	
B. Public display	\$25.00	no plan review	\$75.00	\$100.00	
Liquefied Gas					
A. Under 2,000 water gallon	no fee	\$25.00	\$50.00	\$75.00	
B. 2,000 water gallon or the aggregate capacity of 4,000 water gallon	no fee	\$50.00	\$50.00	\$100.00	
Compressed Gas					
A. Flammable 2,500 cubic feet or more	no fee	\$25.00	\$25.00	\$50.00	
B. Nonflammable 6,000 cubic feet or more	no fee	\$25.00	\$25.00	\$50.00	

Flammable or Combustible Liquids				
A. Tank installation (commercial only)	\$50.00	\$100.00	\$50.00	\$200.00 + \$25.00 for each additional tank
B. Underground tank(s) removal and abandonment (commercial)	\$25.00	\$50.00	\$50.00	\$125.00 + \$25.00 for each additional tank
C. Underground tank(s) removal and abandonment (residential)	\$25.00	included in permit	\$25.00	\$50.00 + \$15.00 for each additional tank
All Categories				
A. Call-back inspections for more than two site visits when contractor not ready				\$50.00 each
B. Additional plan review required by changes, additions or revisions to approved plans (minimum one-hour fee)				\$50.00/hour
Copies				
<u>One – two pages</u>				<u>No cost</u>
<u>Three plus pages</u>				<u>\$0.15 per page</u>
<u>Mailing or shipping</u>				<u>Actual costs</u>
Fire Investigation Fee				
<u>Fee to insurance companies for fire investigation reports</u>				<u>\$10.00</u>

SCHEDULE D

Marina

MASTER FEE SCHEDULE MARINA

Chapter 6.36	MOORAGE REGULATIONS	FEE
6.36.021	<u>Moorage rates.</u> <ul style="list-style-type: none"> • Covered Monthly Rate Schedule Sept 2nd – May 31st • Covered 1.5x Rate Schedule June 1st – Sept 1st • Covered – Yearly • Uncovered Monthly • Uncovered Yearly • Uncovered Winter Rates • Small Boat Rates 	See attached: Page M-1 Page M-2 Page M-3 Page M-4 Page M-5 Page M-6 Page M-7
6.36.022	<u>Guest moorage rates.</u> <ul style="list-style-type: none"> • May 1st – September 15th • September 16th – April 30th 	\$0.89 per foot per night \$0.69 per foot per night
6.36.023	<u>Extended guest moorage.</u> <ul style="list-style-type: none"> • Stays longer than one week (subject to availability) 	Prorated at the applicable monthly rate
6.36.023(1)	<u>Extended guest moorage.</u> Stays in excess of one month will require a written contract, including deposit. <ul style="list-style-type: none"> • <u>Seasonal Rate</u> – Between June 1st and September 1st of each year 	The standard applicable monthly rate times a factor of one and one-half
6.36.023(2)	<u>Extended guest moorage.</u> Stays in excess of one month will require a written contract, including deposit. <ul style="list-style-type: none"> • <u>Winter Moorage</u> – Day following Labor Day and no later than May 15th of the following year 	Rates are the same as those given above for uncovered permanent moorage and for electrical service.

6.36.024(1)	<u>Special case moorage rates.</u> <u>Commercial Fishing Vessels.</u> Commercial fishing vessels which normally depart in the spring and return in the fall and do not occupy permanent moorage in the marina may, upon the customer's request and the discretion of the harbormaster, be kept on an open account.	Monthly rate for the size of the vessel, on a pro rata basis, only for the time they actually occupy moorage plus electricity charged per meter, if the slip is metered, and otherwise at the published flat rate.
6.36.024(2)	<u>Special case moorage rates.</u> <u>Sailing Race Moorage.</u> Boats which come from outside moorage to participate in the regularly scheduled summer sailing races will be allowed to occupy moorage, as available, for very limited periods (normally 2-3 days for each race).	Normal monthly rate, prorated for the number of days they occupied marina moorage.
6.36.024(3)	<u>Special case moorage rates.</u> <u>Coast Guard and Customs and similar vessel</u>	Not normally charged moorage fees for visits of short duration.
6.36.024(4)	<u>Special case moorage rates.</u> <u>Emergency.</u> Vessels which occupy marina moorage solely because of mechanical failure, illness, emergency conditions or similar misfortune which makes it impossible or dangerous to proceed on to the planned destination.	Fees may be waived for short periods of time.
6.36.024(5)	<u>Special case moorage rates.</u> Race Week. • For the period beginning the Sunday prior to the first race day and ending on Saturday following the final race day, regardless of boat size. • Race boats or tenders arriving earlier or remaining beyond this period.	Flat rate to be established by the harbormaster and marina committee each year. Normal guest moorage rates for those days in excess.
6.36.025	<u>Liveaboards.</u> • Fee for living aboard a vessel for periods in excess of three days in any seven-day period. This fee is in addition to all other applicable moorage charges, taxes and electricity charges.	\$50.00 <u>60.00</u> per month

6.36.026(1)	<p><u>Electricity.</u></p> <ul style="list-style-type: none"> • <u>Metered Slips</u> -<u>Charge per kilowatt (per meter)</u> -<u>Minimum charge</u> <p>•<u>Unmetered, non-liveaboard (flat rate)</u></p> <ul style="list-style-type: none"> -<u>Boats to 30 feet</u> -<u>Boats 31 to 36 feet</u> -<u>Boats greater than 36 feet</u> <p>•<u>Unmetered, liveaboard (flat rate)</u></p> <ul style="list-style-type: none"> -<u>Boats to 36 feet</u> -<u>Boats greater than 36 feet</u> 	<p>See Page M-8</p> <p><u>\$0.116 per kwh</u></p> <p><u>\$10.75 per month</u></p> <p><u>\$10.75 per month</u></p> <p><u>\$16.54 per month</u></p> <p><u>\$24.26 per month</u></p> <p><u>\$44.10 per month</u></p> <p><u>\$58.43 per month</u></p>
6.36.027	<p><u>Storage sheds.</u> Requires a written contract, to include the prescribed moorage deposit.</p> <ul style="list-style-type: none"> • Dry storage sheds – monthly rental • Temporary storage 	<p>\$93.53 per month</p> <p>Prorated at the monthly rate</p>
6.36.028(1)	<p><u>Use of hoist.</u> The rates for hoist services performed for customers by marina staff.</p> <ul style="list-style-type: none"> • Roller trailer • Bunk trailer 	<p>\$27.00 each way</p> <p>\$30.00 each way</p>
6.36.029	<p><u>Environmental compliance fee.</u> Fee assessed each month on each account (wet moorage, dry moorage and storage sheds) to help offset the costs associated with environmental compliance.</p>	<p>\$1.10 per month</p>
6.36.032	<p><u>Gate cards.</u></p> <ul style="list-style-type: none"> • One gate card • Additional cards 	<p>\$5.00</p> <p>\$5.00 each</p>
6.36.033	<p><u>Change of moorage.</u></p> <ul style="list-style-type: none"> • Fee to change moorage locations 	<p><u>\$15,000.00</u></p>
6.36.034	<p><u>Waiting list deposit.</u></p> <ul style="list-style-type: none"> • Nonrefundable annual fee for reserving and maintaining a place on the waiting list for moorage. (Does not apply to storage sheds, dry land storage or to marina tenants who wish to upgrade to a larger slip or to otherwise relocate from one slip to another.) 	<p>\$25.00</p>
6.36.035	<p><u>Contract deposit.</u></p> <ul style="list-style-type: none"> • Contract deposit fee • Additional deposit. <p>(To be paid in advance may be required if during the time a vessel is moored in the marina the account has become delinquent and the original deposit has been applied to the delinquency or the original deposit for any reason can no longer be used for security.)</p>	<p>Equal to on full month's moorage</p> <p>Equal to one month's moorage</p>
6.36.036(1)(a)	<p><u>Marina late fees and charges.</u></p> <ul style="list-style-type: none"> • Late charge on all accounts in excess of 30 days delinquent 	<p>12% per year</p>

6.36.036(1)(b)	<u>Marina late fees and charges.</u> • Service charge imposed when notice of delinquency is mailed by certified mail	\$25.00 <u>30.00</u>
6.36.036(1)(c)	<u>Marina late fees and charges.</u> • Service charge imposed when the vessel is chained or otherwise secured	\$25.00 <u>46.30 per person per hour (\$46.30 minimum)</u>
6.36.036(1)(d)	<u>Marina late fees and charges.</u> • Service charge imposed when council action is required to sell a vessel	\$25.00 <u>30.00</u>
6.36.036(1)(e)	<u>Marina late fees and charges.</u> • Service charge imposed when it is necessary to inventory a vessel or storage space	\$25.00 <u>46.30 per person per hour (\$92.60 minimum)</u>
6.36.036(2)	<u>Marina late fees and charges.</u> • Employee's time spent on collection	\$20.00 <u>46.30 per hour</u>
6.36.037(2)	<u>Parking lot storage.</u> • Monthly rental	See Page M-8 \$44.95 per month
6.36.072(1)(a)	<u>Fees.</u> • License fee to be paid prior to the time work begins on the boat in question.	5% of gross receipt to be earned by person conducting the commercial activity
6.36.072(1)(b)	<u>Fees.</u> • Temporary moorage fee • Moorage for the whole service dock	\$0.50 per day per foot of the boat \$1,000.00 per month
6.36.072(1)(c)	<u>Fees.</u> • Electrical utility service for boats not on a regular moorage contract	\$10.00 per month
6.36.072(1)(d)	<u>Fees.</u> • Assistance of city staff in moving a boat	\$15.00 per move <u>46.30 per person per hour (\$92.60 minimum)</u>
Chapter 6.40	MARINA REGULATIONS	Fee
6.40.170(2)	<u>Exclusion of persons from the marina or portions of the marina.</u> Filing fee for appeal from the decision	\$10.00

Moorage Rates:
COVERED Slips

Monthly Rate Schedule

Add in as Recurring Charge

September 2nd - May 31st

Boat or Slip Length	COST PER FOOT	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Dredge Fee excluding State Lease Tax	State Lease Tax	Environmental Compliance	Customer Total
15	x \$8.98	\$103.86	\$13.34	\$15.45	\$1.98	\$1.10	\$135.72
16		\$110.78	\$14.22	\$16.48	\$2.12	\$1.10	\$144.69
17		\$117.71	\$15.11	\$17.51	\$2.25	\$1.10	\$153.68
18		\$124.62	\$16.00	\$18.54	\$2.38	\$1.10	\$162.65
19		\$131.55	\$16.89	\$19.57	\$2.51	\$1.10	\$171.63
20		\$138.47	\$17.78	\$20.60	\$2.65	\$1.10	\$180.60
21		\$145.39	\$18.67	\$21.63	\$2.78	\$1.10	\$189.57
22		\$152.32	\$19.56	\$22.66	\$2.91	\$1.10	\$198.55
23		\$159.24	\$20.45	\$23.69	\$3.04	\$1.10	\$207.52
24		\$166.17	\$21.34	\$24.72	\$3.17	\$1.10	\$216.50
25		\$173.09	\$22.23	\$25.75	\$3.31	\$1.10	\$225.47
26		\$180.01	\$23.11	\$26.78	\$3.44	\$1.10	\$234.44
27	x \$9.46	\$198.57	\$25.50	\$27.81	\$3.57	\$1.10	\$256.54
28		\$205.92	\$26.44	\$28.84	\$3.70	\$1.10	\$266.00
29		\$213.28	\$27.38	\$29.87	\$3.84	\$1.10	\$275.47
30		\$220.63	\$28.33	\$30.90	\$3.97	\$1.10	\$284.92
31	x \$9.96	\$241.65	\$31.03	\$31.93	\$4.10	\$1.10	\$309.80
32		\$249.45	\$32.03	\$32.96	\$4.23	\$1.10	\$319.77
33		\$257.24	\$33.03	\$33.99	\$4.36	\$1.10	\$329.72
34		\$265.04	\$34.03	\$35.02	\$4.50	\$1.10	\$339.69
35	x \$10.99	\$304.85	\$39.14	\$36.05	\$4.63	\$1.10	\$385.77
36		\$313.55	\$40.26	\$37.08	\$4.76	\$1.10	\$396.75
37		\$322.27	\$41.38	\$38.11	\$4.89	\$1.10	\$407.75
38		\$330.97	\$42.50	\$39.14	\$5.03	\$1.10	\$418.73
39	x \$11.56	\$359.46	\$46.15	\$40.17	\$5.16	\$1.10	\$452.04
40		\$368.68	\$47.34	\$41.20	\$5.29	\$1.10	\$463.60
41		\$377.90	\$48.52	\$42.23	\$5.42	\$1.10	\$475.17
42		\$387.11	\$49.71	\$43.26	\$5.55	\$1.10	\$486.73
43		\$396.32	\$50.89	\$44.29	\$5.69	\$1.10	\$498.29
44		\$405.54	\$52.07	\$45.32	\$5.82	\$1.10	\$509.85
45		\$414.76	\$53.26	\$46.35	\$5.95	\$1.10	\$521.42
46		\$423.98	\$54.44	\$47.38	\$6.08	\$1.10	\$532.98
47		\$433.20	\$55.62	\$48.41	\$6.22	\$1.10	\$544.55
48		\$442.41	\$56.81	\$49.44	\$6.35	\$1.10	\$556.10
49		\$451.63	\$57.99	\$50.47	\$6.48	\$1.10	\$567.67
50	x \$12.16	\$487.31	\$62.57	\$51.50	\$6.61	\$1.10	\$609.09
51		\$497.05	\$63.82	\$52.53	\$6.74	\$1.10	\$621.24
52		\$506.79	\$65.07	\$53.56	\$6.88	\$1.10	\$633.40

L:\GLA\WORKRES-ORD2015\Moorage Rates COVERED Monthly

M-1

Moorage Rates:
COVERED Slips

1.5x Rate Schedule

Add in as Recurring Charge

June 1st - Sept 1st

Boat or Slip Length	COST PER FOOT	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Dredge Fee excluding State Lease Tax	State Lease Tax	Environmental Compliance	Customer Total
15	x \$8.98	\$103.86	\$13.34	\$0.78	\$0.10	\$0.06	\$118.13
16		\$110.78	\$14.22	\$0.83	\$0.11	\$0.06	\$126.00
17		\$117.71	\$15.11	\$0.88	\$0.11	\$0.06	\$133.87
18		\$6.24	\$0.80	\$0.93	\$0.12	\$0.06	\$8.15
19		\$131.55	\$16.89	\$0.98	\$0.13	\$0.06	\$149.61
20		\$138.47	\$17.78	\$1.03	\$0.13	\$0.06	\$157.48
21		\$145.39	\$18.67	\$1.09	\$0.14	\$0.06	\$165.35
22		\$152.32	\$19.56	\$1.14	\$0.15	\$0.06	\$173.23
23		\$159.24	\$20.45	\$1.19	\$0.15	\$0.06	\$181.09
24		\$166.17	\$21.34	\$1.24	\$0.16	\$0.06	\$188.97
25		\$173.09	\$22.23	\$1.29	\$0.17	\$0.06	\$196.83
26		\$180.01	\$23.11	\$1.34	\$0.17	\$0.06	\$204.70
27	x \$9.46	\$198.57	\$25.50	\$1.39	\$0.18	\$0.06	\$225.69
28		\$205.92	\$26.44	\$1.45	\$0.19	\$0.06	\$234.05
29		\$213.28	\$27.38	\$1.50	\$0.19	\$0.06	\$242.41
30		\$220.63	\$28.33	\$1.55	\$0.20	\$0.06	\$250.76
31	x \$9.96	\$241.65	\$31.03	\$1.60	\$0.21	\$0.06	\$274.54
32		\$249.45	\$32.03	\$1.65	\$0.21	\$0.06	\$283.40
33		\$257.24	\$33.03	\$1.70	\$0.22	\$0.06	\$292.25
34		\$265.04	\$34.03	\$1.76	\$0.23	\$0.06	\$301.12
35	x \$10.99	\$304.85	\$39.14	\$1.81	\$0.23	\$0.06	\$346.09
36		\$313.55	\$40.26	\$1.86	\$0.24	\$0.06	\$355.97
37		\$322.27	\$41.38	\$1.91	\$0.25	\$0.06	\$365.86
38		\$330.97	\$42.50	\$1.96	\$0.25	\$0.06	\$375.74
39	x \$11.56	\$359.46	\$46.15	\$2.01	\$0.26	\$0.06	\$407.94
40		\$368.68	\$47.34	\$2.06	\$0.26	\$0.06	\$418.40
41		\$377.90	\$48.52	\$2.12	\$0.27	\$0.06	\$428.87
42		\$387.11	\$49.71	\$2.17	\$0.28	\$0.06	\$439.33
43		\$396.32	\$50.89	\$2.22	\$0.29	\$0.06	\$449.78
44		\$405.54	\$52.07	\$2.27	\$0.29	\$0.06	\$460.23
45		\$414.76	\$53.26	\$2.32	\$0.30	\$0.06	\$470.69
46		\$423.98	\$54.44	\$2.37	\$0.30	\$0.06	\$481.15
47		\$433.20	\$55.62	\$2.42	\$0.31	\$0.06	\$491.61
48		\$442.41	\$56.81	\$2.48	\$0.32	\$0.06	\$502.07
49		\$451.63	\$57.99	\$2.53	\$0.32	\$0.06	\$512.53
50	x \$12.16	\$487.31	\$62.57	\$2.58	\$0.33	\$0.06	\$552.85
51		\$497.05	\$63.82	\$2.63	\$0.34	\$0.06	\$563.90
52		\$506.79	\$65.07	\$2.68	\$0.34	\$0.06	\$574.95

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Rate Schedule - COVERED Yearly

COVERED MOORAGE		Add in as Recurring Charge				
Boat or Slip Length	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Dredge Fee excluding State Lease Tax	State Lease Tax	Environmental Compliance	Customer Total
27	\$182.03	\$23.37	\$27.81	\$3.57	\$1.10	\$237.88
28	\$188.76	\$24.24	\$28.84	\$3.70	\$1.10	\$246.64
29	\$195.51	\$25.10	\$29.87	\$3.84	\$1.10	\$255.42
30	\$202.24	\$25.97	\$30.90	\$3.97	\$1.10	\$264.18
31	\$211.51	\$27.16	\$31.93	\$4.10	\$1.10	\$275.80
32	\$228.66	\$29.36	\$32.96	\$4.23	\$1.10	\$296.31
33	\$235.80	\$30.28	\$33.99	\$4.36	\$1.10	\$305.53
34	\$242.95	\$31.19	\$35.02	\$4.50	\$1.10	\$314.76
35	\$279.45	\$35.88	\$36.05	\$4.63	\$1.10	\$357.11
36	\$287.42	\$36.90	\$37.08	\$4.76	\$1.10	\$367.27
37	\$295.41	\$37.93	\$38.11	\$4.89	\$1.10	\$377.44
38	\$303.39	\$38.96	\$39.14	\$5.03	\$1.10	\$387.61
39	\$329.51	\$42.31	\$40.17	\$5.16	\$1.10	\$418.25
40	\$337.96	\$43.39	\$41.20	\$5.29	\$1.10	\$428.94
41	\$346.41	\$44.48	\$42.23	\$5.42	\$1.10	\$439.64
42	\$354.85	\$45.56	\$43.26	\$5.55	\$1.10	\$450.33
43	\$363.29	\$46.65	\$44.29	\$5.69	\$1.10	\$461.01
44	\$371.75	\$47.73	\$45.32	\$5.82	\$1.10	\$471.72
45	\$380.20	\$48.82	\$46.35	\$5.95	\$1.10	\$482.42
46	\$388.65	\$49.90	\$47.38	\$6.08	\$1.10	\$493.12
47	\$397.10	\$50.99	\$48.41	\$6.22	\$1.10	\$503.81
48	\$405.54	\$52.07	\$49.44	\$6.35	\$1.10	\$514.50
49	\$413.99	\$53.16	\$50.47	\$6.48	\$1.10	\$525.20
50	\$446.71	\$57.36	\$51.50	\$6.61	\$1.10	\$563.28
51	\$455.63	\$58.50	\$52.53	\$6.74	\$1.10	\$574.51
52	\$464.56	\$59.65	\$53.56	\$6.88	\$1.10	\$585.75

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M-3

Moorage Rates: UNCOVERED

Monthly Rate Schedule

Add in as Recurring Charge

Boat or Slip Length	COST PER FOOT	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Dredge Fee excluding State Lease Tax	State Lease Tax	Environmental Compliance	Customer Total
15	x \$6.87	\$75.92	\$9.75	\$15.45	\$1.98	\$1.10	\$104.20
16		\$80.98	\$10.40	\$16.48	\$2.12	\$1.10	\$111.07
17		\$86.04	\$11.05	\$17.51	\$2.25	\$1.10	\$117.94
18		\$91.10	\$11.70	\$18.54	\$2.38	\$1.10	\$124.82
19		\$96.16	\$12.35	\$19.57	\$2.51	\$1.10	\$131.69
20		\$101.22	\$13.00	\$20.60	\$2.65	\$1.10	\$138.56
21		\$106.28	\$13.65	\$21.63	\$2.78	\$1.10	\$145.43
22		\$111.34	\$14.30	\$22.66	\$2.91	\$1.10	\$152.31
23		\$116.40	\$14.95	\$23.69	\$3.04	\$1.10	\$159.18
24		\$121.46	\$15.60	\$24.72	\$3.17	\$1.10	\$166.05
25		\$126.53	\$16.25	\$25.75	\$3.31	\$1.10	\$172.93
26		\$131.59	\$16.90	\$26.78	\$3.44	\$1.10	\$179.80
27	x \$7.35	\$147.96	\$19.00	\$27.81	\$3.57	\$1.10	\$199.43
28		\$153.44	\$19.70	\$28.84	\$3.70	\$1.10	\$206.78
29		\$158.92	\$20.41	\$29.87	\$3.84	\$1.10	\$214.13
30		\$164.40	\$21.11	\$30.90	\$3.97	\$1.10	\$221.47
31	x \$7.47	\$173.29	\$22.25	\$31.93	\$4.10	\$1.10	\$232.67
32		\$178.89	\$22.97	\$32.96	\$4.23	\$1.10	\$240.15
33		\$184.47	\$23.69	\$33.99	\$4.36	\$1.10	\$247.62
34		\$190.07	\$24.41	\$35.02	\$4.50	\$1.10	\$255.09
35	x \$7.64	\$201.06	\$25.82	\$36.05	\$4.63	\$1.10	\$268.66
36		\$206.81	\$26.55	\$37.08	\$4.76	\$1.10	\$276.30
37		\$212.55	\$27.29	\$38.11	\$4.89	\$1.10	\$283.95
38		\$218.30	\$28.03	\$39.14	\$5.03	\$1.10	\$291.59
39	x \$7.78	\$228.74	\$29.37	\$40.17	\$5.16	\$1.10	\$304.54
40		\$234.61	\$30.12	\$41.20	\$5.29	\$1.10	\$312.33
41		\$240.48	\$30.88	\$42.23	\$5.42	\$1.10	\$320.11
42		\$246.34	\$31.63	\$43.26	\$5.55	\$1.10	\$327.89
43		\$252.21	\$32.38	\$44.29	\$5.69	\$1.10	\$335.67
44		\$258.04	\$33.13	\$45.32	\$5.82	\$1.10	\$343.41
45		\$263.94	\$33.89	\$46.35	\$5.95	\$1.10	\$351.23
46		\$269.81	\$34.64	\$47.38	\$6.08	\$1.10	\$359.01
47		\$275.67	\$35.40	\$48.41	\$6.22	\$1.10	\$366.79
48		\$281.54	\$36.15	\$49.44	\$6.35	\$1.10	\$374.57
49	x \$8.29	\$309.57	\$39.75	\$50.47	\$6.48	\$1.10	\$407.37
50		\$315.89	\$40.56	\$51.50	\$6.61	\$1.10	\$415.67
51		\$322.21	\$41.37	\$52.53	\$6.74	\$1.10	\$423.96
52		\$328.52	\$42.18	\$53.56	\$6.88	\$1.10	\$432.24
53		\$334.85	\$42.99	\$54.59	\$7.01	\$1.10	\$440.54
54		\$341.17	\$43.81	\$55.62	\$7.14	\$1.10	\$448.83
55		\$347.49	\$44.62	\$56.65	\$7.27	\$1.10	\$457.13
56		\$353.80	\$45.43	\$57.68	\$7.41	\$1.10	\$465.41
57		\$360.12	\$46.24	\$58.71	\$7.54	\$1.10	\$473.71
58		\$366.44	\$47.05	\$59.74	\$7.67	\$1.10	\$482.00
59		\$372.75	\$47.86	\$60.77	\$7.80	\$1.10	\$490.28
60		\$379.07	\$48.67	\$61.80	\$7.94	\$1.10	\$498.58

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Rate Schedule - UNCOVERED YEARLY

UNCOVERED		Add in as Recurring Charge				
Boat or Slip Length	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Dredge Fee excluding State Lease Tax	State Lease Tax	Environmental Compliance	Customer Total
27	\$135.63	\$17.41	\$27.81	\$3.57	\$1.10	\$185.53
28	\$140.65	\$18.06	\$28.84	\$3.70	\$1.10	\$192.35
29	\$145.68	\$18.71	\$29.87	\$3.84	\$1.10	\$199.19
30	\$150.70	\$19.35	\$30.90	\$3.97	\$1.10	\$206.02
31	\$158.85	\$20.40	\$31.93	\$4.10	\$1.10	\$216.38
32	\$163.98	\$21.06	\$32.96	\$4.23	\$1.10	\$223.33
33	\$169.10	\$21.71	\$33.99	\$4.36	\$1.10	\$230.27
34	\$174.23	\$22.37	\$35.02	\$4.50	\$1.10	\$237.22
35	\$184.31	\$23.67	\$36.05	\$4.63	\$1.10	\$249.75
36	\$189.58	\$24.34	\$37.08	\$4.76	\$1.10	\$256.86
37	\$194.84	\$25.02	\$38.11	\$4.89	\$1.10	\$263.96
38	\$200.11	\$25.69	\$39.14	\$5.03	\$1.10	\$271.07
39	\$209.68	\$26.92	\$40.17	\$5.16	\$1.10	\$283.03
40	\$215.06	\$27.61	\$41.20	\$5.29	\$1.10	\$290.26
41	\$220.44	\$28.30	\$42.23	\$5.42	\$1.10	\$297.50
42	\$225.81	\$28.99	\$43.26	\$5.55	\$1.10	\$304.72
43	\$231.19	\$29.68	\$44.29	\$5.69	\$1.10	\$311.95
44	\$236.54	\$30.37	\$45.32	\$5.82	\$1.10	\$319.15
45	\$241.95	\$31.07	\$46.35	\$5.95	\$1.10	\$326.42
46	\$247.33	\$31.76	\$47.38	\$6.08	\$1.10	\$333.65
47	\$252.70	\$32.45	\$48.41	\$6.22	\$1.10	\$340.87
48	\$258.08	\$33.14	\$49.44	\$6.35	\$1.10	\$348.11
49	\$283.77	\$36.44	\$50.47	\$6.48	\$1.10	\$378.26
50	\$289.57	\$37.18	\$51.50	\$6.61	\$1.10	\$385.96
51	\$295.36	\$37.92	\$52.53	\$6.74	\$1.10	\$393.66
52	\$301.14	\$38.67	\$53.56	\$6.88	\$1.10	\$401.34
53	\$306.95	\$39.41	\$54.59	\$7.01	\$1.10	\$409.06
54	\$312.74	\$40.16	\$55.62	\$7.14	\$1.10	\$416.76
55	\$318.53	\$40.90	\$56.65	\$7.27	\$1.10	\$424.45
56	\$324.32	\$41.64	\$57.68	\$7.41	\$1.10	\$432.15
57	\$330.11	\$42.39	\$58.71	\$7.54	\$1.10	\$439.84
58	\$335.90	\$43.13	\$59.74	\$7.67	\$1.10	\$447.54
59	\$341.69	\$43.87	\$60.77	\$7.80	\$1.10	\$455.24
60	\$347.48	\$44.62	\$61.80	\$7.94	\$1.10	\$462.93

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M-5

Rate Schedule \$55.00

Add In as Recurring Charge

<i>A & B DOCK</i>		<i>Uncovered & Covered September-April</i>				
Boat or Slip Length	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Dredge Fee excluding State Lease Tax	State Lease Tax	Environmental Compliance	Customer Total
24	\$23.05	\$2.96	\$24.72	\$3.17	\$1.10	\$55.00
25	\$22.01	\$2.83	\$25.75	\$3.31	\$1.10	\$55.00
26	\$20.99	\$2.69	\$26.78	\$3.44	\$1.10	\$55.00

Rate Schedule - UNCOVERED Winter Rate

UNCOVERED Add in as Recurring Charge

Boat or Slip Length	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Dredge Fee excluding State Lease Tax	State Lease Tax	Environmental Compliance	Customer Total
40	\$201.09	\$25.82	\$41.20	\$5.29	\$1.10	\$274.50
41	\$206.13	\$26.47	\$42.23	\$5.42	\$1.10	\$281.35
42	\$211.15	\$27.11	\$43.26	\$5.55	\$1.10	\$288.18
43	\$216.18	\$27.76	\$44.29	\$5.69	\$1.10	\$295.01
44	\$221.18	\$28.40	\$45.32	\$5.82	\$1.10	\$301.82
45	\$226.23	\$29.05	\$46.35	\$5.95	\$1.10	\$308.68
46	\$231.27	\$29.70	\$47.38	\$6.08	\$1.10	\$315.53
47	\$236.29	\$30.34	\$48.41	\$6.22	\$1.10	\$322.36
48	\$241.32	\$30.99	\$49.44	\$6.35	\$1.10	\$329.19
49	\$265.35	\$34.07	\$50.47	\$6.48	\$1.10	\$357.47
50	\$270.76	\$34.77	\$51.50	\$6.61	\$1.10	\$364.74
51	\$276.18	\$35.46	\$52.53	\$6.74	\$1.10	\$372.02
52	\$281.59	\$36.16	\$53.56	\$6.88	\$1.10	\$379.28
53	\$287.01	\$36.85	\$54.59	\$7.01	\$1.10	\$386.56
54	\$292.43	\$37.55	\$55.62	\$7.14	\$1.10	\$393.84
55	\$297.85	\$38.24	\$56.65	\$7.27	\$1.10	\$401.12
56	\$303.26	\$38.94	\$57.68	\$7.41	\$1.10	\$408.38
57	\$308.67	\$39.63	\$58.71	\$7.54	\$1.10	\$415.65
58	\$314.09	\$40.33	\$59.74	\$7.67	\$1.10	\$422.93
59	\$319.50	\$41.02	\$60.77	\$7.80	\$1.10	\$430.20
60	\$324.92	\$41.72	\$61.80	\$7.94	\$1.10	\$437.47

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Rate Schedule \$55.00

Add in as Recurring Charge

<i>A & B DOCK</i>		<i>Uncovered & Covered September-April</i>				
Boat or Slip Length	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Dredge Fee excluding State Lease Tax	State Lease Tax	Environmental Compliance	Customer Total
24	\$23.05	\$2.96	\$24.72	\$3.17	\$1.10	\$55.00
25	\$22.01	\$2.83	\$25.75	\$3.31	\$1.10	\$55.00
26	\$20.99	\$2.69	\$26.78	\$3.44	\$1.10	\$55.00

Rate Schedule - COVERED

Add in as Recurring Charge

<i>COVERED MOORAGE</i>						
Boat or Slip Length	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Dredge Fee excluding State Lease Tax	State Lease Tax	Environmental Compliance	Customer Total
27	\$132.53	\$17.02	\$27.81	\$3.57	\$1.10	\$182.03
28	\$137.47	\$17.65	\$28.84	\$3.70	\$1.10	\$188.76
29	\$142.42	\$18.29	\$29.87	\$3.84	\$1.10	\$195.51
30	\$147.37	\$18.92	\$30.90	\$3.97	\$1.10	\$202.26
31	\$163.40	\$20.98	\$31.93	\$4.10	\$1.10	\$221.51
32	\$168.71	\$21.66	\$32.96	\$4.23	\$1.10	\$228.66
33	\$174.00	\$22.34	\$33.99	\$4.36	\$1.10	\$235.80
34	\$179.31	\$23.02	\$35.02	\$4.50	\$1.10	\$242.95
35	\$210.63	\$27.04	\$36.05	\$4.63	\$1.10	\$279.45
36	\$216.66	\$27.82	\$37.08	\$4.76	\$1.10	\$287.42
37	\$222.71	\$28.60	\$38.11	\$4.89	\$1.10	\$295.41
38	\$228.75	\$29.37	\$39.14	\$5.03	\$1.10	\$303.39
39	\$250.87	\$32.21	\$40.17	\$5.16	\$1.10	\$329.51
40	\$257.33	\$33.04	\$41.20	\$5.29	\$1.10	\$337.96
41	\$263.79	\$33.87	\$42.23	\$5.42	\$1.10	\$346.41
42	\$270.24	\$34.70	\$43.26	\$5.55	\$1.10	\$354.85
43	\$276.69	\$35.53	\$44.29	\$5.69	\$1.10	\$363.29
44	\$283.15	\$36.36	\$45.32	\$5.82	\$1.10	\$371.75
45	\$289.61	\$37.19	\$46.35	\$5.95	\$1.10	\$380.20
46	\$296.07	\$38.02	\$47.38	\$6.08	\$1.10	\$388.65
47	\$302.53	\$38.84	\$48.41	\$6.22	\$1.10	\$397.10
48	\$308.98	\$39.67	\$49.44	\$6.35	\$1.10	\$405.54
49	\$315.44	\$40.50	\$50.47	\$6.48	\$1.10	\$413.99
50	\$343.40	\$44.09	\$51.50	\$6.61	\$1.10	\$446.71
51	\$350.28	\$44.98	\$52.53	\$6.74	\$1.10	\$455.63
52	\$357.16	\$45.86	\$53.56	\$6.88	\$1.10	\$464.56

L:\LGLA\WORK\RES-ORD2015\Marina - Small Boat Rates

Oak Harbor Marina
Rate Sheet

Electricity (OHMC 6.36.026)

Metered Slips	
Charge per kilowatt (per meter)	\$0.116 per kwh
Minimum Charge	\$10.75 per month
Unmetered, non-livaboard (flat rate)	
Boats to 30 feet	\$10.75 per month
Boats 31 to 36 feet	\$16.54 per month
Boats greater than 36 feet	\$24.26 per month
Unmetered, liveaboard (flat rate)	
Boats to 36 feet	\$44.10 per month
Boats greater than 36 feet	\$58.43 per month

Storage Sheds (OHMC 6.36.027)

Monthly Rental	\$93.53 per month
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Parking Storage (OHMC 6.36.037)

Monthly Rental	\$44.95 per month
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Fuel (OHMC None)

Diesel	Invoice cost + \$0.40 x 1.087 = retail price
Gasoline	Invoice cost + \$.40 = retail price
\$0.05 per gallon discount for purchases over 100 gallons.	
\$0.20 per gallon discount up to amount of 1 st night of guest moorage when guest moorage is purchased.	
*Only one discount may be applied.	

SCHEDULE E

Police Department

MASTER FEE SCHEDULE OAK HARBOR POLICE DEPARTMENT

Chapter 3.64	FEE SCHEDULE	FEE
3.64.100	<u>Police fee schedule.</u> <ul style="list-style-type: none"> • WATCH records check, per name • Records check with clearance letter for visa, passport, etc. • Fingerprint cards: <ul style="list-style-type: none"> - First card - Additional cards • Traffic accident report, per report: <ul style="list-style-type: none"> — one to two pages — per page over that amount or actual cost • Photographs and prints: <ul style="list-style-type: none"> - Plain paper digital copies - Photo paper digital copies • Service of arrest warrant • Reproduction of audio, video or photos to: <ul style="list-style-type: none"> - CD - DVD - USB drive • Copies: <ul style="list-style-type: none"> - one – 10<u>two</u> pages - 11<u>three</u> plus pages • Mailing or shipping 	\$20.00 \$25.00 \$5.00 <u>10.00</u> \$2.00 <u>3.00</u> <u>\$9.50</u> \$5.00 plus <u>\$0.15</u> \$0.15 per page \$0.50 per page \$75.00 \$0.50 plus personnel time <u>See Addendum 1</u> \$2.00 plus personnel time <u>See Addendum 1</u> \$5.25 plus cost of USB drive <u>See</u> <u>Addendum 1</u> No cost \$0.15 per page Actual costs
3.64.110	<u>Booking fee.</u> <ul style="list-style-type: none"> • Jail booking fee 	\$10.00
3.64.400	<u>Arrest warrant fee.</u> <ul style="list-style-type: none"> • Issuance or ordering or both issuance and ordering of an arrest warrant by the Oak Harbor municipal court 	\$75.00
Chapter 5.50	PARADES, ATHLETIC EVENTS AND OTHER SPECIAL EVENTS	FEE
5.50.020(7)	<u>Permits required.</u> <ul style="list-style-type: none"> • Special event application fee • Carnivals 	\$50.00 \$50.00 per day
5.50.090(1)	<u>Fees for city services.</u> Special events fees for services	Actual costs for services but can be waived by the City per OHMC 5.50.090(3)

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

SCHEDULE F

Public Works

MASTER FEE SCHEDULE PUBLIC WORKS DEPARTMENT

Chapter 6.12	PARKS CODE	FEE
6.12.095(2)	<u>Park facility reservation system.</u> • Fee for reservation for a single day's use of a facility	\$25.00
6.12.095(8)	<u>Park facility reservation system.</u> • Fee that may be assessed to individuals or groups who have reserved a keyed facility and failed to collect the key at the Utilities Office during business hours, causing an employee to be called out after hours on a work day or on a weekend to unlock the reserved facility.	\$75.00
Chapter 6.13	RECREATIONAL CAMPING IN CITY PARKS	FEE
6.13.090(1)	<u>Fee for overnight use required.</u> • For each recreation vehicle parked in the Staysail RV Park located at Windjammer Park	\$25.00 per night
6.13.090(2)	<u>Fee for overnight use required.</u> • For use of each overflow campsite, tent campsite or special event campsite	\$15.00 per night
6.13.090(4)	<u>Fee for overnight use required.</u> • Fee for online reservations	\$6.50
6.13.090(5)	<u>Fee for overnight use required.</u> • Cancellation of online reservations	\$8.50
6.13.100(2)	<u>Other fees for camping.</u> • Charge for each use of the trailer dump station at Staysail RV Park	\$5.00
Chapter 14.20	WEST SIDE OF OAK HARBOR – SEWER TRUNK LINE CHARGE	FEE
14.20.030(1)	<u>Equivalent residential units – Schedule of fixtures.</u> • One residential unit/single-family residence • Multiple-residential units • Nonresidential properties, including all commercial and industrial properties – based on the number of points for the improvements on or to be constructed on the property	\$425 \$425 times number of residential units \$30.00 shall be added for each point in excess of 20

ADDENDUM

1

Public Records

**MASTER FEE SCHEDULE
ADDENDUM 1**

PUBLIC RECORDS FEE SCHEDULE

- *Tax will only be charged on Maps & Plans printed from the Plotter (WAC 44-14-07001).*

BLACK & WHITE COPIES / COLOR COPIES

<u>Copy Size</u>	<u>Cost to Public</u>
8.5" x 11"	\$0.15/copy
8.5" x 14"	\$0.15/copy
11" x 17"	\$0.15/copy

SCAN HARD COPIES

<u>Copy Size</u>	<u>Cost to Public</u>
8.5" x 11"	\$0.07/scan
8.5" x 14"	\$0.07/scan

MEDIUM AND MAILING CONTAINERS – Electronic and Paper

<u>Medium/ Container Size</u>	<u>Cost to Public</u>
CD-R 700 MB 52x 80 Min	\$1.65/each
DVD	\$.74/each
Flash Drive "Clip It" 4GB	\$8.03/each
12" x 9" Large Envelope	\$0.26/each
13.5" x 9.5" Large Padded Envelope	\$0.51/each
6" x 9" Medium Envelope	\$0.17/each
4" x 9.5" Small Envelope	\$0.06/each
CD Mailing Bubble Envelope	\$0.55/each

PLOTTER/WIDE FORMAT COPIER (PLAT MAPS, RECORDED MAPS) – PWUS ANSI Paper SizesCost to Public

ANSI C	17" x 22"	Bond	\$4.00/copy
ANSI C	17" x 22"	Photo	\$8.00/copy
ANSI D	22" x 34"	Bond	\$4.00/copy
ANSI D	22" x 34"	Photo	\$10.00/copy
ANSI E	34" x 44"	Bond	\$5.00/copy
ANSI E	34" x 44"	Photo	\$13.00/copy
1 to 600 scale	36" x 42"	Bond	\$5.00/copy
1 to 600 scale	36" x 42"	Photo	\$12.00/copy
1 to 500 scale	42" x 50"	Bond	\$5.00/copy
1 to 500 scale	42" x 50"	Photo	\$13.00/copy
1 to 400 scale	54" x 63"	Bond	\$10.00/copy
1 to 400 scale	54" x 63"	Photo	\$32.00/copy
1 to 300 scale	72" x 84"	Bond	\$14.00/copy
1 to 300 scale	72" x 84"	Photo	\$42.00/copy

PLOTTER – Development ServicesCopy SizeCost to Public

22" X 24"	Mono or Laser Bond	\$3.00 + tax
24" X 36"	Mono or Laser Bond	\$4.00 + tax
36" X 48"	Mono or Laser Bond	\$6.00 + tax

WIDE FORMAT COPIER – Development ServicesCopy SizeCost to Public

22" X 24"	Mono or Laser Bond	\$2.00
24" X 36"	Mono or Laser Bond	\$3.00
36" X 48"	Mono or Laser Bond	\$4.00
Plat Maps, recorded maps		\$3.00

L:\LGLAW\WORK\RES-ORD2015\2015 Master Fee Schedule - Addendum 1.doc

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 6.j
Date: April 7, 2015
Subject: Purchase Authorization - 2015
Whidbey Island Marathon shirts

FROM:

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize staff to purchase 2015 Whidbey Island Marathon shirts in the amount of \$16,681.80.

BACKGROUND / SUMMARY INFORMATION

Each year the Whidbey Island Marathon provides shirts for each registrant and the volunteers working the event. The shirts were custom designed by Leslie Jordan who has provided shirts in the past for the event. This item is being brought before the City Council for consideration as required for any purchase over \$10,000.

LEGAL AUTHORITY

FISCAL IMPACT

The purchase of the shirts are part of the regular Marathon budget. The cost for the 2015 Whidbey Island Marathon shirts is \$16,681.80.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bill No. C/A 6.k
Date: April 7, 2015
Subject: OHSD Contract for IT Services

FROM: Doug Merriman, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize Mayor to sign agreement with the Oak Harbor School District for Information Technology services.

BACKGROUND / SUMMARY INFORMATION

The proposed contract for Information Technology Services with the Oak Harbor School District (OHSD) is an extension of the current contract until December 31, 2019. The purpose of the agreement is for the provision of information technology services by OHSD to include computer network and telephone system support for the City organization.

The specific scope of services is outlined in section 3 of the Agreement. The scope of services includes previously provided services by OHSD, with additional enhancements in the areas of cloud backup services, a formalized provision for designing, planning, and recommending network improvements, a process for two-way notification of network issues, and clarifications in the areas of network security and hardware/software standards.

The Agreement includes financial arrangements whereby the City will pay OHSD a sum of \$9,660.00 per month based on an annualized 'per seat' charge of \$720 times 161 current seats (City employees). The monthly charge will be subject to CPI-U adjustments as well as a periodic inventory of supported network seats.

The Agreement is effective through December 31, 2019, or unless sooner terminated by either party with 60 days notice.

LEGAL AUTHORITY

FISCAL IMPACT

The fiscal impact of this agreement is a commitment to an annual total of \$115,920. This amount is

included in the City's 2015-2016 Biennial Budget.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [OHSD IT Services Contract](#)

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into by and between Oak Harbor School District No. 201 (“District”) and the City of Oak Harbor, Washington (“City”).

RECITALS

- A. The parties are public agencies, as defined in RCW 39.34.020, who wish to enter into an agreement pursuant to Chapter 39.34 RCW to enable District to provide and City to receive computer network and telephone system support.
- B. The parties have each taken the appropriate action, by ordinance, resolution or otherwise, to authorize the execution and implementation of this Agreement.

AGREEMENTS

1. Duration. This Agreement shall become effective upon the filing of executed counterparts of this Agreement with the Island County Auditor pursuant to RCW 39.34.040. The continuing term of this Agreement shall be from the date of filing until December 31, 2019 unless sooner terminated in accordance with paragraph 9 hereof.
2. Purpose. The purpose of this Agreement is to provide for computer network and telephone system support by District to City as specified below.
3. Services. District shall provide computer network support to City’s network (as currently configured). See attached citygrowthsoftware.xls spreadsheet. Such services shall be provided when necessary, on City premises and/or via secure network connection to the District Network Operations Center. Services shall include network support for installed desktops, servers and telephones including but, not limited to, the following:
 - a. Network, server, IP telephone, voicemail and desktop maintenance in the same manner as is normally performed on its own systems. This includes installation of replacement equipment (except for major

changeovers) and software installation. With the exception of software installation, this Agreement does not cover support for the various vendor-provided software programs installed on the network or individual user's desktops.

- b. Preventive maintenance including cleaning, spot check, and network tuning as required.
 - c. Cloud backup of City server systems to include networked work management software, records management systems, departmental databases and working files for City staff. Tape backups are for disaster recovery only. Archival backups will be addressed in a separate agreement. Tape backups will occur on a weekly basis, unless otherwise specified by City.
 - d. Design, planning and recommendations for network improvements where appropriate.
 - i. District will provide in writing its recommendations for network improvements and replacement of equipment nearing end-of-life or recommended capacity.
 - ii. Such modifications will take place only with the written approval and notification of the City Administrator or Mayor's appointee.
 - iii. Funding for all modifications to city equipment and infrastructure shall be the responsibility of City.
 - iv. District is not responsible for equipment or system failures should City chose not to accept District recommendations for replacement of equipment reaching end-of-life and/or recommended capacity.
4. Scheduling. Scheduling of maintenance and repair shall be under the direction and supervision of the district Director for Information Services ("Director") in a manner that shall minimize interference with the technology needs of District and City

5. Implementation.

- a. City computers and networks will remain part of the District Helpdesk system and City users will have access to incident reporting and response during normal working hours (Monday through Friday, 7:30 a.m. to 5:00 p.m.), excluding holidays. Emergency callouts and response will be provided by District if such a response outside of normal working hours is deemed appropriate by Director. District will provide City current contact list for emergency issues arising outside of normal working hours.
- b. Operational emergencies will take precedence over routine maintenance. In the event either network has an emergency, District shall exercise its best efforts to correct the emergency as soon as possible. Allocation of technician time and assignment shall be at the discretion of Director.
- c. District shall notify City:
 1. As soon as possible upon learning that the network is down;
 2. Twenty four (24) hours in advance of a planned shutdown of the network; and
 3. Minimum one (1) hour in advance of any unscheduled maintenance of the network.
- d. District shall notify City of the nature of any repairs and /or maintenance proposed to be performed on equipment owned jointly or solely by City and upon completion of repair or maintenance shall restore functionality and connectivity.
- e. Subject to the written approval of District and City, District will design and implement network enhancements when and where appropriate. District will not be responsible for any additional costs caused by these enhancements without the prior approval from the Director. Software loading and updating will be conducted with input from City and by mutual agreement of District and City.

6. Network Security. Each party shall make its best effort to shield, from the other and from unauthorized persons, confidential information and personally identifiable information of its employees, customers, and/or students. Should such information be accessed either inadvertently or in an unauthorized manner, each party shall promptly take steps to prevent further dissemination and shall report the incident to the director for appropriate notifications and other preventive action.
7. Financial Arrangements. Determination of costs to City will be based upon a network “seat”. Each seat will consist of a computer, telephone, user account, voicemail account and associated network support services. District will charge City \$720 per year for each seat used. Currently, City has 161 computers, 160 telephones, 269 email subscribers, and 146 voicemail subscribers. For the first six months of this agreement, District will charge the City for 161 network seats. Payments by City and adjustments to consumption of network seats will be made as follows:
 - a. City will begin to pay District \$9660.00 on April 30th, 2015 and will pay this at the beginning of each month for the duration of the 2015 calendar year. On or before the first day of August, an adjustment will be made to increase or decrease the number of network seats supported. This adjustment will be based upon network usage reports available from the District and will reflect the intentions and desires of City management to control costs and network expansion. The seat number changes found in August will go into effect January 1st of the following calendar year.
 - b. The \$720 charge per year for each seat shall increase or decrease by an amount equal to 100% of the Seattle area August reported Consumer Price Index-U or CPI-U with the annual percentage change becoming effective on January 1 2016, and on January 1 of each year thereafter.
8. Equipment. City shall purchase all tools, materials and replacement equipment required to provide service to City. City purchased tools, materials and equipment will remain the property of City. District shall submit to City an

annual inventory of the hardware and software that is jointly owned by District and City or solely owned by City.

9. Termination. Either party may elect to terminate this Agreement at any time by providing a sixty (60) days' written notice to the other party.
10. Breach of Contract. In the event either party breaches its obligations under this agreement, the breaching party shall compensate the other for direct costs resulting from such breach; but all claims for consequential damages and costs are waived.
11. Amendments. On or before the anniversary date of this Agreement, and annually thereafter, the parties shall review and consider adjustments to the financial arrangements and any other issues of concern to either party. Any mutually agreed modifications shall be reduced to writing and shall become a part of this Agreement in an addendum thereto. The City Administrator or the Finance Director on behalf of the City and the IT Director on behalf of the School District shall be authorized to agree to modifications with respect to Attachments A and B. All other modifications must be authorized by the City Council and the School Board.
13. Reports of Defects. The City will exercise due diligence in notifying the district of any known issues or defects that require repairs.
14. Notification. All notices and annual reports shall be in writing and sent or hand delivered to the parties at their addresses as follows:

TO CITY OF OAK HARBOR:
Larry Cort, City Administrator
865 SE Barrington Drive
Oak Harbor, WA 98277

and to

Doug Merriman, Finance Director
865 SE Barrington Drive
Oak Harbor, WA 98277

TO OAK HARBOR SCHOOL DISTRICT 201:

Bruce Roberts, Information Services Director
350 S Oak Harbor Street
Oak Harbor, WA 98277

and to

Lance Gibbon, Superintendent
350 S Oak Harbor Street
Oak Harbor, WA 98277

OAK HARBOR SCHOOL DISTRICT #201

By _____
Superintendent

Date _____

CITY OF OAK HARBOR

By _____
Mayor

Date _____

Attachment A

	1998	2001	2004	2005	2008	2011	2015
E-Mail							
Internet Accounts	<20	140	171	224	260	325	269
Platform	MS Mail (X4)	Exchange 5.5	Exchange 5.5	Exchange 2000	Exchange 2003	Exchange 2003	Exchange 2010
Organizations	4	1	1	1	1	1	1
					50 GB	95 GB	194 GB
Office Suite	Office 95	Office 97	Office 2000/XP	Office 2003	Office 2003	Office 2003/2007	Office 2010/2013
Workstation OS	Windows 95/98	Windows 98/2000	Windows 2000/XP	Windows 2000/XP	Windows XP	Windows XP/7	Windows 7
Server OS	NT 4.0/Netware 3.12	NT 4.0	Windows 2000/XP	Windows 2000/XP	Windows XP	Windows 2003/2008	Windows 2008R2/2012
Security Domains	4	1	1	2	1	1	1
Networks	4	1	1	1	1	1	1
Networked Sites	4	8	8	9	9	9	10
Telephone Systems	4	4	4	1	1	1	1
Network Applications							
City Hall							
Finance	Eden CS	Eden CS	Inforum Gold (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)
Permitting	Permit Plan (SQL)	Permit Plan (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)
POS	Quadrant PC	Quadrant PC	Quadrant (SQL)	Quadrant (SQL)	Quadrant (SQL)	Quadrant (SQL)	Quadrant (SQL)
Legal Case Mgt	Dataperfect	Dataperfect	ProLaw (SQL)	ProLaw (SQL)	ProLaw (SQL)	ProLaw (SQL)	ProLaw (SQL)
Marina Accounting						Marina Program (Per	Marina Program (Pervasive)
Billing						Inforum Gold (SQL)	Inforum Gold (SQL)
Records Management						Laserfiche (SQL)	Laserfiche (SQL)
Server Space Used	1.2GB	2.7GB	50+GB	50+GB	50+GB	106+GB	500+GB
OHPD							
Incident Reporting	Spillman	Spillman	Spillman Summit	Spillman Summit	Spillman Summit	Spillman Summit	Spillman Summit
Server Space Used	600MB	4 GB	10.8 GB	5 GB	8 GB	29 GB	42 GB
Car Camera Data					713 GB	1 Terabyte	1 Terabyte
Public Works							
Workflow Mgt.	None	GBA	GBA	GBA (SQL)	GBA (SQL)	GBA (SQL)	GBA (SQL)
Fleet Mgt.	RTA	RTA	RTA	RTA	RTA	RTA	RTA
Infrastructure Mgt.	None	None	ArcView GIS	ArcView GIS	ArcView GIS	ArcView GIS	ArcView GIS
Server Space Used	800 MB	6.4GB	25 GB	66 GB	116 GB	131 GB	139GB
Camera Data					163 GB	300 GB	320 GB
OHFD							
Reporting/Training Mgt	SunStar	RMS 5.0 (SQL)	RMS 5.0 (SQL)	RMS 5.0 (SQL)	RMS 5.0 (SQL)	RMS 5.0 (SQL)	RMS 5.0 (SQL)
Server Space Used	1.2 GB	5.4 GB	11 GB	11 GB	42 GB	139 GB	139 GB
City User files				40+ GB	116+ GB	407+ GB	730+ GB
					1.3 TB of 4.1 TB avail	2.4 TB of 6.8 TB avail	2.7 TB of 4.7 TB available

Oak Harbor School District/City of Oak Harbor Standard Operating Procedures for IT support

1. Helpdesk Phone Line: All trouble reports should be communicated to the helpdesk at extension 5589. This ensures that all tech staff are aware of the problem. City employees should not call technicians directly unless directed to do so by that technician.
2. Helpdesk Tickets: Any technical issue that cannot be resolved within 15 minutes requires a Helpdesk ticket. The helpdesk website is <http://helpdesk.ohsd.net>. Having tickets in the helpdesk system helps document problems and solutions for further reference as well as provides a tracking system to resolve the problem. These tickets will be prioritized by helpdesk personnel through communication with City employees.
3. Major Outages: When major outages take place, IS staff will notify city staff by email or telephone when the problem is recognized and will last for more than one (1) hour. At a minimum, updates will be communicated twice a day until the problem is resolved.
4. Upgrades: Department heads are responsible for authorizing and initiating upgrades to software their department uses. The IS director or his designee will ensure that the equipment or software involved meets the minimum standards for that upgrade before the upgrade will take place. Preferably, minor upgrades will be requested with two weeks' notice. Major upgrades should be planned at least a month out. Computer and Hardware upgrades and purchases will be communicated by Department heads through the equipment coordinator. Installations should be scheduled well in advance of the equipment's arrival – not at the time it is delivered.
5. Monthly Meetings: The School District Information Services Director will attend one monthly city department head meeting to be scheduled by the city. At this meeting department heads may ask questions and/or communicate issues with the IS Director. The IS Director should bring answers to questions and issues from the prior meeting and will update the City department heads on progress on projects effecting the City.
6. Monthly Helpdesk Report: By the 7th day of each month the IS director shall submit a report of all helpdesk calls and tickets from the preceding month and shall include data on the results of each helpdesk request.
7. City Hours Services: The helpdesk should be staffed during City hours with staff that can support the technical needs of the City. It shall be made clear to the city how to contact technical support in case of an emergency situation both during and outside of the workday.

Attachment B

8. Equipment Standards:

- 3.0 GHZ Processor
- 4 GB Random Access Memory

9. Minimum Software Package:

- Windows 7 Service Pack 1
- Microsoft Office 2010
- Eden
- GBA
- Adobe Flash Player
- Adobe Acrobat Reader
- Quicktime
- Adobe Shockwave

Police Department:

- Spillman

Fire Department:

- RMS5

Legal:

- Prolaw

Procedures for Public Records Requests

I. City Clerk Initiates search via email to IT

- Names the request
- Defines search terms
- Provide due date for 5-day letter
- Requests time frame of search results

II. IT's Initial Response

- Confirm receipt of requested email search within 2 business days
- Confirm or further clarify the search terms
- Provide a reasonable estimate of timeframe to provide the search results
- Provide emails in “.pst” format

Attachment B

III. Clerk confirms receipt of timeline

- The Clerk will communicate to IT if there is a need to rush the request

IV. Amendment/modification to request

- If the requester modifies the request, the Clerk will provide updated search criteria to IT
- If IT believes the Clerk's search terms produce an exceptionally high amount of emails, IT will inform the Clerk
- Clerk will determine whether search criteria should or should not be refined
- Clerk and IT communicate as necessary to effectively perform the email search

V. IT fills the request

- Either OHSD Information Services Director or OHSD Assistant Superintendent will review results of search and “.pst” file before submitting to the city
- Place the “.pst” file of search results on the Clerk's Desktop
- The file name will mirror the initial name provided by the Clerk
- Email the Clerk when the results are complete. The email will include what specifically the search included and what it did not include. This would include what server(s) were searched.

VI. Future implications/options for Public Records Requests

- A new server will be purchased and installed during the summer of 2015 that is expected to last the lifetime of this contract and should preserve all City emails for the lifetime of this contract
- This server will give the City the option of conducting their own PRR's. The City will decide to either accept this option or reject this option at any time during the contract
- If the City decides to conduct their own PRR's searches, the OHSD will provide initial training for the City

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

Bill No. C/A 6.1
Date: April 7, 2015
Subject: Contract for Tourism Support
Services - Oak Harbor Music
Festival

FROM: Dr. Merriman, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize the Mayor to sign the Contract for Distribution of Lodging Tax Funds for the Oak Harbor Music Festival.

BACKGROUND / SUMMARY INFORMATION

On December 2, 2014, the City Council approved an lodging tax award (2% funds) in the amount of \$10,000 for the Oak Harbor Music Festival. This award is evidenced via Resolution No. 14-44. Subsequently, On December 16, 2014, the City Council awarded an additional \$10,000 in lodging tax funds for operational funding of bands. This second approval is evidenced by Resolution No. 14-52.

While City Council passed both Resolutions approving the awards, the actual contract amounts exceed the \$10,000 contract limit for Mayoral signing. Accordingly, the consolidated contract is appearing before City Council for approval.

LEGAL AUTHORITY

FISCAL IMPACT

The fiscal impact of this approval is \$20,000. The appropriation for spending the funds, on a reimbursement basis, is included in the adopted 2015-2016 Biennial Budget.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Resolution No 14-52](#)
2. [Resolution 14-44](#)

3. [Oak Harbor Music Festival Lodging Tax Contract](#)

RESOLUTION NO. 14-52

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON, ACCEPTING THE RECOMMENDATIONS OF THE LODGING TAX ADVISORY COMMITTEE FOR FUNDING THE CHAMBER OF COMMERCE OAK HARBOR 365 MARKETING PLAN IN THE AMOUNT OF \$17,500.00 AND THE OAK HARBOR MUSIC FESTIVAL FOR AN ADDITIONAL AMOUNT OF \$10,000.00.

WHEREAS, the City of Oak Harbor has imposed both the “basic” hotel-motel tax of 2% (RCW 67.28.180) and the additional lodging tax of 2% (RCW 67.28.181) upon the sale of, or change made for the furnishing of lodging; and

WHEREAS, cities with a population of 5,000 or more must establish a lodging tax advisory committee to ensure that interested parties have a forum for debating the merits of a proposed imposition of a lodging tax, proposed increase in a lodging tax rate, proposed removal of a tax exemption, or a proposed “change in use” of tax revenues. Proposals for change must be submitted to the lodging tax advisory committee for review and comment at least 45 days prior to taking action on the proposal; and

WHEREAS, the City Council of the City of Oak Harbor referred proposed changes in use of lodging funds for the two plans on August 6, 2014, and

WHEREAS, the City Council of the City of Oak Harbor referred the two referenced plans back to the Lodging Tax Advisory Committee for additional consideration on December 2, 2014, and

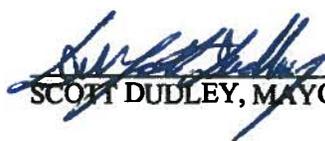
WHEREAS, at its December 8, 2014 meeting, the Lodging Tax Advisory Committee reviewed the applications submitted and hereby makes the following recommendations for funding to the City Council:

- Oak Harbor Music Festival – An additional \$10,000.00 over and above the previously awarded \$10,000.00 to be used for operational funding for bands.
- Chamber of Commerce (Marketing) – For \$17,500.00 in funding for the Chamber of Commerce Oak Harbor 365- Marketing plan.

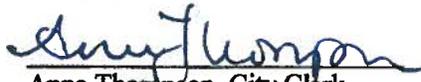
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Oak Harbor accepts the recommendations of the Lodging Tax Advisory Committee to award lodging tax funding to the listed applicants for the amounts and specific uses as shown.

PASSED by the City Council this 16th day of December, 2014.

CITY OF OAK HARBOR

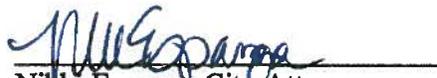

SCOTT DUDLEY, MAYOR

ATTEST:



Anna Thompson, City Clerk

APPROVED AS TO FORM:



Nikki Esparza, City Attorney

RESOLUTION NO. 14-44

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON, ACCEPTING THE RECOMMENDATIONS OF THE LODGING TAX ADVISORY COMMITTEE FOR FUNDING THE 2015 LODGING TAX GRANT PROGRAM

WHEREAS, the City of Oak Harbor has imposed both the “basic” hotel-motel tax of 2% (RCW 67.28.180) and the additional lodging tax of 2% (RCW 67.28.181) upon the sale of, or change made for the furnishing of lodging; and

WHEREAS, cities with a population of 5,000 or more must establish a lodging tax advisory committee to ensure that interested parties have a forum for debating the merits of a proposed imposition of a lodging tax, proposed increase in a lodging tax rate, proposed removal of a tax exemption, or a proposed “change in use” of tax revenues. Proposals for change must be submitted to the lodging tax advisory committee for review and comment at least 45 days prior to taking action on the proposal; and

WHEREAS, the City Council of the City of Oak Harbor referred the proposed change in use of lodging funds for the 2015 Lodging Tax Grant Program to the Lodging Tax Advisory Committee on August 6, 2014 and

WHEREAS, the Lodging Tax Advisory Committee reviewed the applications submitted and hereby makes the following recommendations for funding to the City Council:

- Oak Harbor Music Festival – Oak Harbor Music Festival \$10,000. Funds to be used for marketing and advertising only, not band fees or event operations.
- Oak Harbor Pig Fest – Fidalgo Avenue Merchants Association \$3,000. Funds to be used for event flyers and rack cards for off-island distribution.
- Off Island Distribution of Marketing Materials – PBY \$5,600. Funds to be used for printing and distribution of two-sided rack card brochures.
- Extended Direct Marketing Campaign – Downtown Merchants Association \$2,500. Funds to be used for the production of a YouTube video highlighting downtown.
- Driftwood Days – City of Oak Harbor, Arts Commission \$2,000. Funds to be used for marketing/advertising.
- North Whidbey Car Show – North Whidbey Lions Club \$5,000. Funds to be used to market/advertise event.
- Whidbey Island Race Week – Whidbey Island Race Week \$4,000. Funds to be used for print and internet marketing, not for reimbursement costs for Yacht Club meetings and travel.
- Purchase and Installation of Electronic Reader Board – City of Oak Harbor. \$28,000. Funds to be used for purchase and installation of electronic message center sign for Gateway-Beeksma Park.
- Arts, Culture, and Culinary Tourism – Joint 2% Advisory Board for Whidbey & Camano Islands \$30,000. Funds to be used proportional to the three projects outlined in the applicant’s proposal

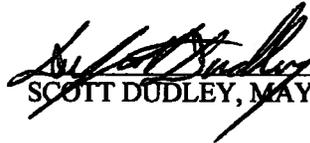
as follows: 16% (\$4800) tourism training seminar; 34% (\$10,200) Whidbey SeaTac Shuttle Wraps; 50% (\$15,000 Press Trip for International Food and Travel Writers Association).

- Chamber of Commerce (Operations) – Greater Oak Harbor Chamber of Commerce \$100,000. Funds to be used for operations of Chamber of Commerce Tourism facility, not for capital expenditures. The Lodging Tax Advisory Committee recommends entering into a two-year contract with the Chamber of Commerce with the above amount provided to the Chamber during each of those years.
- Chamber of Commerce (Marketing) - Greater Oak Harbor Chamber of Commerce \$50,000 single-year grant award. \$50,000 of grant funds to be used to market Oak Harbor per applicant's proposal (\$37,000 for 50-miles plus and \$13,000 for 50-miles or less).
- Oak Harbor Hydroplane Races – MAC Events and Promotions \$20,000. Funds to be used for marketing.
- TOTAL \$260,100.00

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Oak Harbor accepts the recommendations of the Lodging Tax Advisory Committee to award lodging tax funding to the listed applicants for the amounts and specific uses as shown.

PASSED by the City Council this 2nd day of December, 2014.

CITY OF OAK HARBOR


SCOTT DUDLEY, MAYOR

ATTEST:


Anna Thompson, City Clerk

APPROVED AS TO FORM:


Nikki Esparza, City Attorney

CONTRACT FOR DISTRIBUTION OF LODGING TAX FUNDS

THIS AGREEMENT made and entered into by and between the City of Oak Harbor (hereinafter referred to as the "CITY") and the Oak Harbor Music Festival (hereinafter referred to as "RECIPIENT")

WITNESSES THAT:

WHEREAS, the City collects a 2% tax on the charge for furnishing lodging by a hotel, rooming house, tourist court, motel or trailer camp, and

WHEREAS, the use of these tax revenues is restricted by RCW 67.28.180 to the certain explicit uses, including the promotion of local tourism, and the operation of tourism-related facilities, and

WHEREAS, the City, after the Lodging Tax Advisory Committee duly advertised, reviewed and recommended lodging tax funded activities, wishes to have certain services performed hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the RECIPIENT represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement.

WHEREAS, the Scope of Work included in this contract is consistent with the purposes for funding under state law; Now, therefore,

In consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

I. Scope and Schedule of Work.

- A.** The RECIPIENT, in exchange for funding received, agrees to perform those services described in Exhibit "A," attached hereto and incorporated herein.
- B.** All obligations and services of the RECIPIENT undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance and in accordance with Chapter 67.28 RCW.
- C.** All work shall be satisfactorily completed on or before **December 31, 2015**. The time period for performance shall be extended by the amount of time that the RECIPIENT is unable to proceed because of a delay solely attributable to the CITY, provided that the RECIPIENT advises the CITY of the delay as soon as is practicable.

II. Compensation and Payment.

- A.** The CITY shall pay the RECIPIENT **an amount not to exceed \$20,000.00**, for the services performed under this contract. Such payment shall be the total compensation for all work performed under this Agreement, including but not limited to all labor, materials and supplies, incidental expenses, subcontractor's fees, reimbursable expenses, and equipment expenses.
- B.** The RECIPIENT shall be eligible for payment after the performance of all services under this contract on a reimbursable basis. The RECIPIENT shall submit an original written invoice, with necessary and appropriate documentation (See Exhibit C), to receive payment. Address invoices to:

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

- C.** Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- D.** The CITY may withhold payment to the RECIPIENT for any work not completed to the CITY'S satisfaction, until such time as the RECIPIENT modifies such work to the satisfaction of the CITY.
- E.** All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- F.** In the event the RECIPIENT fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the RECIPIENT authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the RECIPIENT'S total compensation.

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- A.** The RECIPIENT shall complete a Post Event/Activity Information Report, attached as Exhibit "B", for the contract year. The annual report is a requirement established by the 2013 Washington State Legislature. The report shall be provided to the CITY immediately after the event, festival or activity, but due no later than January 31st of the year following the contract year.
- B.** The CITY shall file an annual report with the State of Washington Joint Legislative Audit and Review Committee (JLARC) for lodging tax activity which

will detail information received from the RECIPIENT, and other recipient organizations.

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- A.** The CITY may terminate this Agreement at any time, with or without cause, by giving 10 days notice to the RECIPIENT in writing. In the event of termination, all finished and unfinished work prepared by the RECIPIENT pursuant to this Agreement shall be provided to the CITY. In the event the CITY terminates this Agreement prior to completion without cause, the RECIPIENT may complete such analyses and records as may be necessary to place its files in order, and as mutually agreed to by the parties. The RECIPIENT shall be entitled to receive just and equitable compensation for satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein.
- B.** The CITY may suspend this Agreement, at its sole discretion, upon one week's advance notice to the RECIPIENT. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the RECIPIENT'S reasonable expenses, and shall be subject to verification. The RECIPIENT shall resume performance of services under this Agreement without delay when the suspension period ends.
- C.** Neither party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party.

V. Rights in Data and Publications.

- A.** Data which is developed pursuant to this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the CITY. Pursuant to U.S.C. § 201, the CITY will be deemed the author of the data and will own all copyrights in the data. "Data" shall mean all work product to be provided by the RECIPIENT under this Agreement and shall include, but not be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys studies, computer programs, films, tapes and/or sound reproductions. The RECIPIENT shall obtain the CITY'S written approval prior to the publication of any results of studies and/or services performed or to be performed for any purpose other than for City use. This provision shall not apply to any data that is developed independent of this Agreement.
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- C.** The RECIPIENT, at such times and in such form as the CITY may require, shall furnish the CITY with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. RECIPIENT shall provide CITY with an accounting for the funds received and will track monitor and report how the funds received have increased the number of people traveling for business or pleasure to the CITY. RECIPIENT acknowledges that reporting requirements may extend past December 31, 2015. The RECIPIENT will make available to the CITY all work-related accounts, records and documents for inspection, auditing, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this Agreement.
- D.** The RECIPIENT shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- E.** The RECIPIENT shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of the CITY.
- F.** The City may, from time to time, require changes or modifications in the Scope of Work to be performed here-under. Such changes, including any decrease or increase in the amount of compensation therefore, which are mutually agreed upon by the City and the RECIPIENT shall be incorporated in written amendments to this contract.

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- A.** The RECIPIENT is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of the CITY.
- B.** The RECIPIENT acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the RECIPIENT agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the RECIPIENT'S status as an independent contractor. If the CITY is assessed, liable or responsible in any manner for those charges or taxes, the RECIPIENT agrees to hold the CITY harmless from those costs, including attorney's fees.

- C. The RECIPIENT shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.
- D. The RECIPIENT, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The RECIPIENT shall obtain a business license as may be required by the Oak Harbor Municipal Code, and shall pay business and occupation taxes as required by the Oak Harbor Municipal Code.
- E. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

VIII. Indemnification.

- A. The RECIPIENT shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The RECIPIENT specifically assumes potential liability for actions brought by the RECIPIENT'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the RECIPIENT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE RECIPIENT RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. These indemnifications shall survive the termination of this Agreement.
- E. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

IX. Insurance.

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

The RECIPIENT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the RECIPIENT to the coverage

provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance. RECIPIENT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provision. The RECIPIENT'S Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be the primary insurance as respect the CITY. Any Insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the RECIPIENT'S insurance and shall not contribute with it.

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

- E. Verification of Coverage.** RECIPIENT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the RECIPIENT before the commencement of the work.
- F. Notice of Cancellation.** The RECIPIENT shall provide the CITY with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
- G. Failure to Maintain Insurance.** Failure on the part of the RECIPIENT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five (5) business days notice to the RECIPIENT to correct the breach, immediately terminate the AGREEMENT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against the funds due the RECIPIENT from the CITY.

X. Non-discrimination.

The RECIPIENT agrees to take all steps necessary to comply with all federal, state, and City laws regarding non-discrimination and equal employment opportunities. The RECIPIENT shall not discriminate in any employment action because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the RECIPIENT with any of the non-discrimination provisions of this Agreement, the CITY shall be deemed to have cause to terminate this Agreement, in whole or in part.

XI. Conflict of Interest.

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The RECIPIENT shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The RECIPIENT represents that the RECIPIENT presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the RECIPIENT'S services and obligations hereunder. The RECIPIENT further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

XII. Interpretation and Venue.

- A.** Washington law shall govern the interpretation of this Agreement. Island County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B.** If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
- C.** This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only in writing signed by both parties.

IN WITNESS WHEREOF, the City and the RECIPIENT have executed this contract agreement as of the date and year last written below:

CITY OF OAK HARBOR

RECIPIENT

Scott Dudley, Mayor

Date: _____

Douglas A. Merriman, Finance Director



Title: President

Date: 3/6/15

Tax ID#: 46-1437770

Approved as to form:

Nikki Esparza, City Attorney

EXHIBIT "A"

SCOPE AND SCHEDULE OF WORK

The City will provide such assistance and guidance as may be required, in the City's sole discretion, to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

Scope of Work:

The 2015 hotel/motel tax award for the RECIPIENT is \$20,000.00

Uses of the funds are as follows:

- \$10,000.00 **Oak Harbor Music Festival:** the RECIPIENT shall advertise and promote the Festival to be held in Downtown Oak Harbor in such a manner as to attract tourists to visit the City of Oak Harbor. Such promotion and advertisement may consist of, but not be limited to, television, radio and advertisements placed in electronic and printed media.

- \$10,000.00 **Oak Harbor Music Festival:** This funding amount is over and above the previous \$10,000 granted to the Oak Harbor Music Festival on December 2, 2014. The funding is intended to cover a share of the operating costs of the Festival to include funding for payments to performing bands. The increased attractiveness of the bands could potentially encouraging overnight stays and, indirectly, the sustainability of the Lodging Tax Fund #116 through increased lodging revenues.

- \$20,000.00 Total award

EXHIBIT "B"

Post Event/Activity Information Report for Lodging Tax Recipients

Festivals, special events and tourism-related facilities

Report is due immediately after event but no later than January 31, 2016

Mail to: City of Oak Harbor Finance Dept, 865 SE Barrington Drive, Oak Harbor, WA 98277

1. Organization Name:

2. Event Name:

Or

Tourism Facility:

3. Total Oak Harbor lodging tax funds used for Event or Facility \$ _____

4. Total Cost of Event or Facility \$ _____

5. Estimated total event attendance or user count for the facility: _____

6. Estimated total number of Out-of-State participants: _____

7. Please provide details for the Event or Facility.

Of the total event attendance, estimate the number of participants for each of the following categories:

1) Staying overnight in paid accommodations away from their place of residence or business. _____

2) Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling more than 50 miles. _____

3) Staying for the day only and traveling more than 50 miles. _____

4) Attending but not included in one of the three categories above. _____

8. Describe methodology used to determine the attendance figures answered in questions 5, 6 and 7.

Submitted by: _____ Date: _____

E-mail or phone number: _____

**Exhibit C
Invoice Request for Payment**

BILLING DATE: _____

INVOICE AMOUNT: \$ _____

CONTRACTOR NAME: _____

ADDRESS: _____

EIN/TIN: _____ (For 1099 reporting purposes)

SUBSCRIBED this _____ day of _____, 2015.

Signed: _____

Title: _____

Type of Services Rendered:

Invoice Requirements:

Please provide an itemization of services provided. Attach to this invoice copies of invoices/statements and cancelled checks (or other payment documentation acceptable to the City) for services purchased by the Contractor for which reimbursement is being requested; copies of the work performed (e.g., advertisement, brochure, website page, flyer, etc.); and, for lodging tax contracts, documentation that the promotional effort reached an audience outside of 50 miles.

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

Bill No. C/A 6.m
Date: April 7, 2015
Subject: Contract for Tourism Support
Services - MAC Events &
Promotions

FROM: Dr. Merriman, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize Mayor to sign the Contract for Distribution of Lodging Tax Funds with MAC Events and Promotions for the Oak Harbor Hydroplane Races.

BACKGROUND / SUMMARY INFORMATION

On December 2, 2014, the City Council approved an lodging tax award (2% funds) in the amount of \$20,000 for MAC Events and Promotions to support the Oak Harbor Hydroplane Races. This award is evidenced via Resolution No. 14-44.

While City Council passed Resolution No. 14-44 approving the award, the actual contract amount exceeds the \$10,000 contract limit for Mayoral signing. Accordingly, the contract is appearing before City Council for approval.

LEGAL AUTHORITY

FISCAL IMPACT

The fiscal impact of this approval is \$20,000. The appropriation for spending the funds, on a reimbursement basis, is included in the adopted 2015-2016 Biennial Budget.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [MAC Events and Promotions \(Hydroplane Races\) Lodging Tax Contract](#)
2. [Resolution No 14-44](#)

CONTRACT FOR DISTRIBUTION OF LODGING TAX FUNDS

THIS AGREEMENT made and entered into by and between the City of Oak Harbor (hereinafter referred to as the "CITY") and the MAC Events & Promotions (hereinafter referred to as "RECIPIENT")

WITNESSES THAT:

WHEREAS, the City collects a 2% tax on the charge for furnishing lodging by a hotel, rooming house, tourist court, motel or trailer camp, and

WHEREAS, the use of these tax revenues is restricted by RCW 67.28.180 to the certain explicit uses, including the promotion of local tourism, and the operation of tourism-related facilities, and

WHEREAS, the City, after the Lodging Tax Advisory Committee duly advertised, reviewed and recommended lodging tax funded activities, wishes to have certain services performed hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the RECIPIENT represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement.

WHEREAS, the Scope of Work included in this contract is consistent with the purposes for funding under state law; Now, therefore,

In consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

I. Scope and Schedule of Work.

- A.** The RECIPIENT, in exchange for funding received, agrees to perform those services described in Exhibit "A," attached hereto and incorporated herein.
- B.** All obligations and services of the RECIPIENT undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance and in accordance with Chapter 67.28 RCW.
- C.** All work shall be satisfactorily completed on or before **December 31, 2015**. The time period for performance shall be extended by the amount of time that the RECIPIENT is unable to proceed because of a delay solely attributable to the CITY, provided that the RECIPIENT advises the CITY of the delay as soon as is practicable.

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The RECIPIENT agrees to take all steps necessary to comply with all federal, state, and City laws regarding non-discrimination and equal employment opportunities. The RECIPIENT shall not discriminate in any employment action because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the RECIPIENT with any of the non-discrimination provisions of this Agreement, the CITY shall be deemed to have cause to terminate this Agreement, in whole or in part.

XI. Conflict of Interest.

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The RECIPIENT shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The RECIPIENT represents that the RECIPIENT presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the RECIPIENT'S services and obligations hereunder. The RECIPIENT further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

XII. Interpretation and Venue.

- A. Washington law shall govern the interpretation of this Agreement. Island County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B. If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
- C. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only in writing signed by both parties.

IN WITNESS WHEREOF, the City and the RECIPIENT have executed this contract agreement as of the date and year last written below:

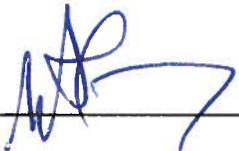
CITY OF OAK HARBOR

RECIPIENT

Scott Dudley, Mayor

Date: _____

Douglas A. Merriman, Finance Director



Title: COUNCIL DIRECTOR

Date: 3/10/15

Tax ID#: 575-17-0244

Approved as to form:

Nikki Esparza, City Attorney

EXHIBIT "A"

SCOPE AND SCHEDULE OF WORK

The City will provide such assistance and guidance as may be required, in the City's sole discretion, to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

Scope of Work:

The 2015 hotel/motel tax award for the RECIPIENT is \$20,000.00

Uses of the funds are as follows:

- **\$20,000.00 Oak Harbor Hydroplane Races:** the RECIPIENT shall advertise and promote the Hydroplane Races to be held in Oak Harbor in such a manner as to attract tourists to visit the City of Oak Harbor. Such promotion and advertisement may consist of, but not be limited to, advertisements placed in electronic and printed media. Funds to be used for marketing.

\$20,000.00 Total award

EXHIBIT "B"

Post Event/Activity Information Report for Lodging Tax Recipients

Festivals, special events and tourism-related facilities

Report is due immediately after event but no later than January 31, 2016

Mail to: City of Oak Harbor Finance Dept, 865 SE Barrington Drive, Oak Harbor, WA 98277

1. Organization Name:

2. Event Name:

Or

Tourism Facility:

3. Total Oak Harbor lodging tax funds used for Event or Facility \$ _____

4. Total Cost of Event or Facility \$ _____

5. Estimated total event attendance or user count for the facility: _____

6. Estimated total number of Out-of-State participants: _____

7. Please provide details for the Event or Facility.

Of the total event attendance, estimate the number of participants for each of the following categories:

1) Staying overnight in paid accommodations away from their place of residence or business. _____

2) Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling more than 50 miles. _____

3) Staying for the day only and traveling more than 50 miles. _____

4) Attending but not included in one of the three categories above. _____

8. Describe methodology used to determine the attendance figures answered in questions 5, 6 and 7.

Submitted by: _____ Date: _____

E-mail or phone number: _____

Exhibit C
Invoice Request for Payment

BILLING DATE: _____

INVOICE AMOUNT: \$ _____

CONTRACTOR NAME: _____

ADDRESS: _____

EIN/TIN: _____ (For 1099 reporting purposes)

SUBSCRIBED this _____ day of _____, 2014.

Signed: _____

Title: _____

Type of Services Rendered:

Invoice Requirements:

Please provide an itemization of services provided. Attach to this invoice copies of invoices/statements and cancelled checks (or other payment documentation acceptable to the City) for services purchased by the Contractor for which reimbursement is being requested; copies of the work performed (e.g., advertisement, brochure, website page, flyer, etc.); and, for lodging tax contracts, documentation that the promotional effort reached an audience outside of 50 miles.

RESOLUTION NO. 14-44

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON, ACCEPTING THE RECOMMENDATIONS OF THE LODGING TAX ADVISORY COMMITTEE FOR FUNDING THE 2015 LODGING TAX GRANT PROGRAM

WHEREAS, the City of Oak Harbor has imposed both the “basic” hotel-motel tax of 2% (RCW 67.28.180) and the additional lodging tax of 2% (RCW 67.28.181) upon the sale of, or change made for the furnishing of lodging; and

WHEREAS, cities with a population of 5,000 or more must establish a lodging tax advisory committee to ensure that interested parties have a forum for debating the merits of a proposed imposition of a lodging tax, proposed increase in a lodging tax rate, proposed removal of a tax exemption, or a proposed “change in use” of tax revenues. Proposals for change must be submitted to the lodging tax advisory committee for review and comment at least 45 days prior to taking action on the proposal; and

WHEREAS, the City Council of the City of Oak Harbor referred the proposed change in use of lodging funds for the 2015 Lodging Tax Grant Program to the Lodging Tax Advisory Committee on August 6, 2014 and

WHEREAS, the Lodging Tax Advisory Committee reviewed the applications submitted and hereby makes the following recommendations for funding to the City Council:

- Oak Harbor Music Festival – Oak Harbor Music Festival \$10,000. Funds to be used for marketing and advertising only, not band fees or event operations.
- Oak Harbor Pig Fest – Fidalgo Avenue Merchants Association \$3,000. Funds to be used for event flyers and rack cards for off-island distribution.
- Off Island Distribution of Marketing Materials – PBY \$5,600. Funds to be used for printing and distribution of two-sided rack card brochures.
- Extended Direct Marketing Campaign – Downtown Merchants Association \$2,500. Funds to be used for the production of a YouTube video highlighting downtown.
- Driftwood Days – City of Oak Harbor, Arts Commission \$2,000. Funds to be used for marketing/advertising.
- North Whidbey Car Show – North Whidbey Lions Club \$5,000. Funds to be used to market/advertise event.
- Whidbey Island Race Week – Whidbey Island Race Week \$4,000. Funds to be used for print and internet marketing, not for reimbursement costs for Yacht Club meetings and travel.
- Purchase and Installation of Electronic Reader Board – City of Oak Harbor. \$28,000. Funds to be used for purchase and installation of electronic message center sign for Gateway-Beeksma Park.
- Arts, Culture, and Culinary Tourism – Joint 2% Advisory Board for Whidbey & Camano Islands \$30,000. Funds to be used proportional to the three projects outlined in the applicant’s proposal

as follows: 16% (\$4800) tourism training seminar; 34% (\$10,200) Whidbey SeaTac Shuttle Wraps; 50% (\$15,000 Press Trip for International Food and Travel Writers Association).

- Chamber of Commerce (Operations) – Greater Oak Harbor Chamber of Commerce \$100,000. Funds to be used for operations of Chamber of Commerce Tourism facility, not for capital expenditures. The Lodging Tax Advisory Committee recommends entering into a two-year contract with the Chamber of Commerce with the above amount provided to the Chamber during each of those years.
- Chamber of Commerce (Marketing) - Greater Oak Harbor Chamber of Commerce \$50,000 single-year grant award. \$50,000 of grant funds to be used to market Oak Harbor per applicant's proposal (\$37,000 for 50-miles plus and \$13,000 for 50-miles or less).
- Oak Harbor Hydroplane Races – MAC Events and Promotions \$20,000. Funds to be used for marketing.
- TOTAL \$260,100.00

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Oak Harbor accepts the recommendations of the Lodging Tax Advisory Committee to award lodging tax funding to the listed applicants for the amounts and specific uses as shown.

PASSED by the City Council this 2nd day of December, 2014.

CITY OF OAK HARBOR


SCOTT DUDLEY, MAYOR

ATTEST:


Anna Thompson, City Clerk

APPROVED AS TO FORM:


Nikki Esparza, City Attorney

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

Bill No. C/A 6.n
Date: April 7, 2015
Subject: Contract for Tourism Support
Services - Oak Harbor 365
Marketing (Chamber of
Commerce)

FROM: Dr. Merriman, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize the Mayor to sign the Contract for Distribution of Lodging Tax Funds with the Chamber of Commerce for the Marketing 365 program.

BACKGROUND / SUMMARY INFORMATION

On December 2, 2014, the City Council approved an lodging tax award (2% funds) in the amount of \$50,000 for the Oak Harbor Chamber of Commerce 365 Marketing. This award is evidenced via Resolution No. 14-44. Subsequently, On December 16, 2014, the City Council awarded an additional \$17,500 in lodging tax funds for marketing of Downtown Oak Harbor. This second approval is evidenced by Resolution No. 14-52.

While City Council passed both Resolutions approving the awards, the actual contract amounts exceed the \$10,000 contract limit for Mayoral signing. Accordingly, the consolidated contract is appearing before City Council for approval.

LEGAL AUTHORITY

FISCAL IMPACT

The fiscal impact of this approval is \$67,500. The appropriation for spending the funds, on a reimbursement basis, is included in the adopted 2015-2016 Biennial Budget.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Resolution 14-52](#)
2. [Resolution 14-44](#)
3. [Chamber of Commerce Marketing 365 Lodging Tax Contract](#)

RESOLUTION NO. 14-52

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON, ACCEPTING THE RECOMMENDATIONS OF THE LODGING TAX ADVISORY COMMITTEE FOR FUNDING THE CHAMBER OF COMMERCE OAK HARBOR 365 MARKETING PLAN IN THE AMOUNT OF \$17,500.00 AND THE OAK HARBOR MUSIC FESTIVAL FOR AN ADDITIONAL AMOUNT OF \$10,000.00.

WHEREAS, the City of Oak Harbor has imposed both the “basic” hotel-motel tax of 2% (RCW 67.28.180) and the additional lodging tax of 2% (RCW 67.28.181) upon the sale of, or change made for the furnishing of lodging; and

WHEREAS, cities with a population of 5,000 or more must establish a lodging tax advisory committee to ensure that interested parties have a forum for debating the merits of a proposed imposition of a lodging tax, proposed increase in a lodging tax rate, proposed removal of a tax exemption, or a proposed “change in use” of tax revenues. Proposals for change must be submitted to the lodging tax advisory committee for review and comment at least 45 days prior to taking action on the proposal; and

WHEREAS, the City Council of the City of Oak Harbor referred proposed changes in use of lodging funds for the two plans on August 6, 2014, and

WHEREAS, the City Council of the City of Oak Harbor referred the two referenced plans back to the Lodging Tax Advisory Committee for additional consideration on December 2, 2014, and

WHEREAS, at its December 8, 2014 meeting, the Lodging Tax Advisory Committee reviewed the applications submitted and hereby makes the following recommendations for funding to the City Council:

- Oak Harbor Music Festival – An additional \$10,000.00 over and above the previously awarded \$10,000.00 to be used for operational funding for bands.
- Chamber of Commerce (Marketing) – For \$17,500.00 in funding for the Chamber of Commerce Oak Harbor 365- Marketing plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Oak Harbor accepts the recommendations of the Lodging Tax Advisory Committee to award lodging tax funding to the listed applicants for the amounts and specific uses as shown.

PASSED by the City Council this 16th day of December, 2014.

CITY OF OAK HARBOR


SCOTT DUDLEY, MAYOR

ATTEST:



Anna Thompson, City Clerk

APPROVED AS TO FORM:



Nikki Esparza, City Attorney

RESOLUTION NO. 14-44

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON, ACCEPTING THE RECOMMENDATIONS OF THE LODGING TAX ADVISORY COMMITTEE FOR FUNDING THE 2015 LODGING TAX GRANT PROGRAM

WHEREAS, the City of Oak Harbor has imposed both the “basic” hotel-motel tax of 2% (RCW 67.28.180) and the additional lodging tax of 2% (RCW 67.28.181) upon the sale of, or change made for the furnishing of lodging; and

WHEREAS, cities with a population of 5,000 or more must establish a lodging tax advisory committee to ensure that interested parties have a forum for debating the merits of a proposed imposition of a lodging tax, proposed increase in a lodging tax rate, proposed removal of a tax exemption, or a proposed “change in use” of tax revenues. Proposals for change must be submitted to the lodging tax advisory committee for review and comment at least 45 days prior to taking action on the proposal; and

WHEREAS, the City Council of the City of Oak Harbor referred the proposed change in use of lodging funds for the 2015 Lodging Tax Grant Program to the Lodging Tax Advisory Committee on August 6, 2014 and

WHEREAS, the Lodging Tax Advisory Committee reviewed the applications submitted and hereby makes the following recommendations for funding to the City Council:

- Oak Harbor Music Festival – Oak Harbor Music Festival \$10,000. Funds to be used for marketing and advertising only, not band fees or event operations.
- Oak Harbor Pig Fest – Fidalgo Avenue Merchants Association \$3,000. Funds to be used for event flyers and rack cards for off-island distribution.
- Off Island Distribution of Marketing Materials – PBY \$5,600. Funds to be used for printing and distribution of two-sided rack card brochures.
- Extended Direct Marketing Campaign – Downtown Merchants Association \$2,500. Funds to be used for the production of a YouTube video highlighting downtown.
- Driftwood Days – City of Oak Harbor, Arts Commission \$2,000. Funds to be used for marketing/advertising.
- North Whidbey Car Show – North Whidbey Lions Club \$5,000. Funds to be used to market/advertise event.
- Whidbey Island Race Week – Whidbey Island Race Week \$4,000. Funds to be used for print and internet marketing, not for reimbursement costs for Yacht Club meetings and travel.
- Purchase and Installation of Electronic Reader Board – City of Oak Harbor. \$28,000. Funds to be used for purchase and installation of electronic message center sign for Gateway-Beeksma Park.
- Arts, Culture, and Culinary Tourism – Joint 2% Advisory Board for Whidbey & Camano Islands \$30,000. Funds to be used proportional to the three projects outlined in the applicant’s proposal

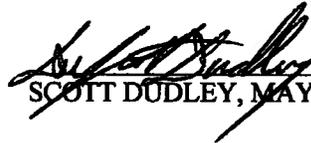
as follows: 16% (\$4800) tourism training seminar; 34% (\$10,200) Whidbey SeaTac Shuttle Wraps; 50% (\$15,000 Press Trip for International Food and Travel Writers Association).

- Chamber of Commerce (Operations) – Greater Oak Harbor Chamber of Commerce \$100,000. Funds to be used for operations of Chamber of Commerce Tourism facility, not for capital expenditures. The Lodging Tax Advisory Committee recommends entering into a two-year contract with the Chamber of Commerce with the above amount provided to the Chamber during each of those years.
- Chamber of Commerce (Marketing) - Greater Oak Harbor Chamber of Commerce \$50,000 single-year grant award. \$50,000 of grant funds to be used to market Oak Harbor per applicant's proposal (\$37,000 for 50-miles plus and \$13,000 for 50-miles or less).
- Oak Harbor Hydroplane Races – MAC Events and Promotions \$20,000. Funds to be used for marketing.
- TOTAL \$260,100.00

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Oak Harbor accepts the recommendations of the Lodging Tax Advisory Committee to award lodging tax funding to the listed applicants for the amounts and specific uses as shown.

PASSED by the City Council this 2nd day of December, 2014.

CITY OF OAK HARBOR


SCOTT DUDLEY, MAYOR

ATTEST:


Anna Thompson, City Clerk

APPROVED AS TO FORM:


Nikki Esparza, City Attorney

CONTRACT FOR DISTRIBUTION OF LODGING TAX FUNDS

THIS AGREEMENT made and entered into by and between the City of Oak Harbor (hereinafter referred to as the "CITY") and the Greater Oak Harbor Chamber of Commerce (hereinafter referred to as "RECIPIENT")

WITNESSES THAT:

WHEREAS, the City collects a 2% tax on the charge for furnishing lodging by a hotel, rooming house, tourist court, motel or trailer camp, and

WHEREAS, the use of these tax revenues is restricted by RCW 67.28.180 to the certain explicit uses, including the promotion of local tourism, and the operation of tourism-related facilities, and

WHEREAS, the City, after the Lodging Tax Advisory Committee duly advertised, reviewed and recommended lodging tax funded activities, wishes to have certain services performed hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the RECIPIENT represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement.

WHEREAS, the Scope of Work included in this contract is consistent with the purposes for funding under state law; Now, therefore,

In consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

I. Scope and Schedule of Work.

- A.** The RECIPIENT, in exchange for funding received, agrees to perform those services described in Exhibit "A," attached hereto and incorporated herein.
- B.** All obligations and services of the RECIPIENT undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance and in accordance with Chapter 67.28 RCW.
- C.** All work shall be satisfactorily completed on or before **December 31, 2015**. The time period for performance shall be extended by the amount of time that the RECIPIENT is unable to proceed because of a delay solely attributable to the CITY, provided that the RECIPIENT advises the CITY of the delay as soon as is practicable.

II. Compensation and Payment.

- A.** The CITY shall pay the RECIPIENT **an amount not to exceed \$67,500.00** for the services performed under this contract. Such payment shall be the total compensation for all work performed under this Agreement, including but not limited to all labor, materials and supplies, incidental expenses, subcontractor's fees, reimbursable expenses, and equipment expenses.
- B.** The RECIPIENT shall be eligible for payment after the performance of all services under this contract on a reimbursable basis. The RECIPIENT shall submit an original written invoice, with necessary and appropriate documentation (See Exhibit C), to receive payment. Address invoices to:

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

- C.** Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- D.** The CITY may withhold payment to the RECIPIENT for any work not completed to the CITY'S satisfaction, until such time as the RECIPIENT modifies such work to the satisfaction of the CITY.
- E.** All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- F.** In the event the RECIPIENT fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the RECIPIENT authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the RECIPIENT'S total compensation.

III. Annual Reporting

- A.** The RECIPIENT shall complete a Post Event/Activity Information Report, attached as Exhibit "B", for the contract year. The annual report is a requirement established by the 2013 Washington State Legislature. The report shall be provided to the CITY immediately after the event, festival or activity, but due no later than January 31st of the year following the contract year.
- B.** The CITY shall file an annual report with the State of Washington Joint Legislative Audit and Review Committee (JLARC) for lodging tax activity which

will detail information received from the RECIPIENT, and other recipient organizations.

IV. Termination of Agreement.

- A.** The CITY may terminate this Agreement at any time, with or without cause, by giving 10 days notice to the RECIPIENT in writing. In the event of termination, all finished and unfinished work prepared by the RECIPIENT pursuant to this Agreement shall be provided to the CITY. In the event the CITY terminates this Agreement prior to completion without cause, the RECIPIENT may complete such analyses and records as may be necessary to place its files in order, and as mutually agreed to by the parties. The RECIPIENT shall be entitled to receive just and equitable compensation for satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein.
- B.** The CITY may suspend this Agreement, at its sole discretion, upon one week's advance notice to the RECIPIENT. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the RECIPIENT'S reasonable expenses, and shall be subject to verification. The RECIPIENT shall resume performance of services under this Agreement without delay when the suspension period ends.
- C.** Neither party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party.

V. Rights in Data and Publications.

- A.** Data which is developed pursuant to this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the CITY. Pursuant to U.S.C. § 201, the CITY will be deemed the author of the data and will own all copyrights in the data. "Data" shall mean all work product to be provided by the RECIPIENT under this Agreement and shall include, but not be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys studies, computer programs, films, tapes and/or sound reproductions. The RECIPIENT shall obtain the CITY'S written approval prior to the publication of any results of studies and/or services performed or to be performed for any purpose other than for City use. This provision shall not apply to any data that is developed independent of this Agreement.
- B.** The RECIPIENT shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

VI. Contract Administration and Management.

- A.** The **Finance Department** for the CITY shall have primary responsibility for administering and approving services to be performed by the RECIPIENT, and shall coordinate all communications between the RECIPIENT and the CITY.
- B.** Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.
- C.** The RECIPIENT, at such times and in such form as the CITY may require, shall furnish the CITY with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. RECIPIENT shall provide CITY with an accounting for the funds received and will track monitor and report how the funds received have increased the number of people traveling for business or pleasure to the CITY. RECIPIENT acknowledges that reporting requirements may extend past **December 31, 2015**. The RECIPIENT will make available to the CITY all work-related accounts, records and documents for inspection, auditing, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this Agreement.
- D.** The RECIPIENT shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- E.** The RECIPIENT shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of the CITY.
- F.** The City may, from time to time, require changes or modifications in the Scope of Work to be performed here-under. Such changes, including any decrease or increase in the amount of compensation therefore, which are mutually agreed upon by the City and the RECIPIENT shall be incorporated in written amendments to this contract.

VII. Independent Contractor Status.

- A.** The RECIPIENT is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of the CITY.
- B.** The RECIPIENT acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the RECIPIENT agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the RECIPIENT'S status as an independent contractor. If the CITY is assessed, liable or responsible in any manner for those charges or taxes, the RECIPIENT agrees to hold the CITY harmless from those costs, including attorney's fees.

- C. The RECIPIENT shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.
- D. The RECIPIENT, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The RECIPIENT shall obtain a business license as may be required by the Oak Harbor Municipal Code, and shall pay business and occupation taxes as required by the Oak Harbor Municipal Code.
- E. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

VIII. Indemnification.

- A. The RECIPIENT shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The RECIPIENT specifically assumes potential liability for actions brought by the RECIPIENT'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the RECIPIENT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE RECIPIENT RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. These indemnifications shall survive the termination of this Agreement.
- E. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

IX. Insurance.

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

The RECIPIENT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the RECIPIENT to the coverage

provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance. RECIPIENT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provision. The RECIPIENT'S Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be the primary insurance as respect the CITY. Any Insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the RECIPIENT'S insurance and shall not contribute with it.

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

- E. Verification of Coverage.** RECIPIENT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the RECIPIENT before the commencement of the work.
- F. Notice of Cancellation.** The RECIPIENT shall provide the CITY with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
- G. Failure to Maintain Insurance.** Failure on the part of the RECIPIENT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five (5) business days notice to the RECIPIENT to correct the breach, immediately terminate the AGREEMENT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against the funds due the RECIPIENT from the CITY.

X. Non-discrimination.

The RECIPIENT agrees to take all steps necessary to comply with all federal, state, and City laws regarding non-discrimination and equal employment opportunities. The RECIPIENT shall not discriminate in any employment action because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the RECIPIENT with any of the non-discrimination provisions of this Agreement, the CITY shall be deemed to have cause to terminate this Agreement, in whole or in part.

XI. Conflict of Interest.

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The RECIPIENT shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The RECIPIENT represents that the RECIPIENT presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the RECIPIENT'S services and obligations hereunder. The RECIPIENT further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

XII. Interpretation and Venue.

- A. Washington law shall govern the interpretation of this Agreement. Island County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B. If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
- C. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only in writing signed by both parties.

IN WITNESS WHEREOF, the City and the RECIPIENT have executed this contract agreement as of the date and year last written below:

CITY OF OAK HARBOR

RECIPIENT

Scott Dudley, Mayor

Date: _____

Douglas A. Merriman, Finance Director

Christine Curb

Title: Executive Director

Date: 3/10/15

Tax ID#: 91-0616847

Approved as to form:

Nikki Esparza, City Attorney

EXHIBIT "A"

SCOPE AND SCHEDULE OF WORK

The City will provide such assistance and guidance as may be required, in the City's sole discretion, to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

Scope of Work:

The 2015 hotel/motel tax award for the RECIPIENT is \$67,500.00

Uses of the funds are as follows:

Oak Harbor 365 Marketing: the RECIPIENT shall market throughout the year in such a manner as to attract tourists to visit the City of Oak Harbor as well as attend various events held within the City. Such promotion and advertisement may consist of, but not be limited to, advertisements placed in electronic and printed media.

\$50,000.00 To be used to market Oak Harbor per applicant's proposal (\$37,000 for 50-miles plus and \$13,000 for 50-miles or less).

\$17,500.00 To be used to market Downtown Oak Harbor specifically.

\$67,500.00 Total award

EXHIBIT "B"

Post Event/Activity Information Report for Lodging Tax Recipients

Festivals, special events and tourism-related facilities

Report is due immediately after event but no later than January 31, 2016

Mail to: City of Oak Harbor Finance Dept, 865 SE Barrington Drive, Oak Harbor, WA 98277

1. Organization Name:

2. Event Name:

Or

Tourism Facility:

3. Total Oak Harbor lodging tax funds used for Event or Facility \$ _____

4. Total Cost of Event or Facility \$ _____

5. Estimated total event attendance or user count for the facility: _____

6. Estimated total number of Out-of-State participants: _____

7. Please provide details for the Event or Facility.

Of the total event attendance, estimate the number of participants for each of the following categories:

1) Staying overnight in paid accommodations away from their place of residence or business. _____

2) Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling more than 50 miles. _____

3) Staying for the day only and traveling more than 50 miles. _____

4) Attending but not included in one of the three categories above. _____

8. Describe methodology used to determine the attendance figures answered in questions 5, 6 and 7.

Submitted by: _____ Date: _____

E-mail or phone number: _____

Exhibit C
Invoice Request for Payment

BILLING DATE: _____

INVOICE AMOUNT: \$ _____

CONTRACTOR NAME: _____

ADDRESS: _____

EIN/TIN: _____ (For 1099 reporting purposes)

SUBSCRIBED this _____ day of _____, 2014.

Signed: _____

Title: _____

Type of Services Rendered:

Invoice Requirements:

Please provide an itemization of services provided. Attach to this invoice copies of invoices/statements and cancelled checks (or other payment documentation acceptable to the City) for services purchased by the Contractor for which reimbursement is being requested; copies of the work performed (e.g., advertisement, brochure, website page, flyer, etc.); and, for lodging tax contracts, documentation that the promotional effort reached an audience outside of 50 miles.

City of Oak Harbor
City Council Agenda Bill

Bill No. 9.a
Date: April 7, 2015
Subject: Resolution 15-08: Surplus 1000
SE City Beach Property

FROM: Grant Weed, Outside Legal Counsel

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

That the City Council move as follows:

I move to adopt Resolution No 15-08 DECLARING CERTAIN CITY-OWNED REAL PROPERTY SURPLUS TO THE NEEDS OF THE CITY AND DIRECTING THE CONVEYANCE THEREOF – relating to the surplus of the real property known as 1000 SE City Beach Property.

BACKGROUND / SUMMARY INFORMATION

As a part of the **Memorandum of Settlement dated March 12, 2014** entered between the Plaintiffs Swinomish Indian Tribal Community and the Class Representatives and the Defendants including the City of Oak Harbor, the City agreed to convey the real property at 1000 SE City Beach, also known as the old City Shop site.

Prior to conveyance the must City hold a public hearing on the resolution to surplus the real property and must pass a resolution to surplus the property and authorize the conveyance. The public hearing was noticed and published on March 28, 2015 and will be held on April 7, 201. Resolution 15-08 is properly before Council for adoption.

LEGAL AUTHORITY

RCW 39.33.010 authorizes the sale, exchange, transfer, or lease of public property by and between cities and federally recognized Indian Tribes.

FISCAL IMPACT

The conveyance of the subject property is part of the non-monetary consideration of the settlement referenced above.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

The Council has previously approved and entered into the Memorandum of Settlement dated March 12, 2014.

ATTACHMENTS

1. [Resolution No. 15-08](#)
2. [Exhibit A](#)
3. [Public Hearing Notice](#)

RESOLUTION NO. 15-08

A RESOLUTION OF THE CITY OF OAK HARBOR DECLARING CERTAIN CITY-OWNED REAL PROPERTY SURPLUS TO THE NEEDS OF THE CITY AND DIRECTING THE CONVEYANCE THEREOF

WHEREAS, the City is the owner of the following described real property known as 1000 SE City Beach Property:

Abbreviated Legal Description: PTN C. W. SumMer's DLC, SW ¼ 2, T 32 N, R 1 E
Parcel Nos.: 11490/R13202-286-1130 and 11506/R13202-293-1370
(See attached **Exhibit A** for full legal description.)

WHEREAS, RCW 35A.11.010 authorizes cities to convey or otherwise dispose of real property for the common benefit; and

WHEREAS, pursuant to the Memorandum of Settlement attached hereto and incorporated herein as **Exhibit A**, the City of Oak Harbor, in consideration of the Settlement of certain litigation agreed to convey the real property set forth in **Exhibit A**; and

WHEREAS, RCW 39.33.010 authorizes the sale, exchange, transfer, or lease of public property by and between cities and federally recognized Indian Tribes; and

WHEREAS, the City Council finds that the conveyance of the above-referenced property in exchange for settlement of the subject litigation constitutes receipt by the city of compensation at or above its true and full value; and

WHEREAS, following public notice, a public hearing was held on April 7, 2015 for the purpose of consideration of the transfer and conveyance of the above-referenced property and public input was allowed relating thereto;

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

The Mayor is hereby authorized to execute and convey the real property described above subject to the terms and conditions of the CR2A Memorandum of Settlement and Quit Claim Deed (**Exhibit A**) attached hereto and incorporated by this reference.

ADOPTED by the City Council and APPROVED by the Mayor this _____ day of April, 2015.

CITY OF OAK HARBOR

By _____
SCOTT DUDLEY, Mayor

ATTEST:

By _____
ANNA THOMPSON, City Clerk

Approved as to form:

By _____
NIKKI ESPARZA, City Attorney

L:\LGLA\WORK\RES-ORD2015\Surplus Real Property Resolution 15-08.docx

RESOLUTION - 2

OH-12-016 /Resolution/Resolution 15-08 Surplus Real Property

Exhibit A

MEMORANDUM OF SETTLEMENT

Swinomish Indian Tribal Community v. City of Oak Harbor, Perteet, KBA, and Strider.

1. Parties: Plaintiffs Swinomish Indian Tribal Community ("Tribe") and the class representatives (collectively, "the plaintiffs") listed in the First Amended Complaint ("Action"), on behalf of the class they represent, reach this agreement with the Defendants, City of Oak Harbor, Perteet, KBA, and Strider, through their authorized representatives. This CR2A Agreement is subject to approval by the City Council of Oak Harbor and the Senate of the Tribe, and the Washington Cities Insurance Authority ("WCIA").
2. Provisions:
 - a. Plaintiffs agree to accept \$2,000,000.00 in payment by the defendants' insurers, some portion of which may be structured at the option of Plaintiffs' counsel, which sum is payable within thirty (30) business days following final approval by the Court. \$1,200,000.00 of this amount will be paid for by the City's insurer(s) and \$800,000 by the insurers for the "construction defendants" (Strider, KBA and Perteet).
 - b. The Plaintiffs and Defendants agree to stipulate to and obtain entry of an Order of the Court certifying the class as a settlement class under CR 23(b)(1) subject to the approval of the Court.
 - c. Plaintiffs, subject to the advice and agreement of Defendants, shall prepare and send a Notice to the Class for Settlement which notice shall be approved by the Court, shall provide all class members (comprised of all enrolled members of the Swinomish Indian Tribal Community who are 18 years old or older as of the date of Final Approval) with the terms of this Settlement and notice of their right to object to this settlement, and establishing the dates for the Final Approval Hearing on this settlement.
 - d. The following is a material term of this agreement: This settlement class shall be certified under CR23(b)(1) as a non-opt-out class. Consistent with this certification the City and the Tribe have identified common areas of agreement for non-monetary relief and have agreed to negotiate in good faith other items of non-monetary to finalize the details. See Exhibit A.
 - e. The Final Approval of this Settlement by the Court will constitute the full, final, binding and conclusive resolution of this lawsuit and all claims brought or that could be brought against the Defendants in this lawsuit. Said Final Approval hearing shall not be held prior to August 25, 2014.
3. Releases: In exchange for the benefits under the Settlement, Plaintiff Class

Members will irrevocably release, relinquish and forever discharge all Released Claims against all Released Parties. Released Parties means all defendants, all current or former elected officials, City employees, officers, directors, employees, agents, and their insurers, attorneys, predecessors, heirs, executors, administrators, legal representatives, successors and assigns regardless of whether they are or are not otherwise individually named as Defendants in the Action. Released Claims means any and all causes of action, judgments, liens, indebtedness, costs, damages, obligations, attorneys' fees, losses, claims, liabilities, appeals and demands of whatever kind, source or character, known or unknown, whether arising under any federal or state statute or common law, arising on or before the date of entry of final judgment in this case, that are, were or could have been asserted against the Released Parties by reason of, arising out of the facts, acts, events, transactions, occurrences, courses of conduct, business practices, representations, omissions, circumstances or other matters referenced in the Action, or arising out of the project or addressed in this Agreement, whether any such Claim was or could have been asserted by any member of the Plaintiff Settlement Class on its own behalf or on behalf of any other person or entity. The Release is conditioned on final approval of the Settlement by the Court.

4. WCIA agrees that it will not pursue any potential subrogation claims against the "construction defendants" (Strider, KBA, Perteet), or any potential contribution claims against any insurer of any "construction defendant".
5. This Agreement complies with the provisions of CR2A and is an enforceable and binding settlement of all claims in the Action. The City's claims for attorneys' fees and costs from Zurich, Travelers, and CNA will be separately addressed and are specifically not a part of this release.
6. Defendants release all claims they may have against each other arising out of this litigation.

Dated this 12 day of March, 2014.



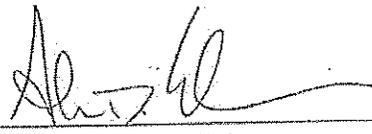
COUNSEL FOR PLAINTIFFS

Brian Porter, Vice Chairman



COUNSEL FOR CITY OF OAK
HARBOR


COUNSEL FOR STRIDER


COUNSEL FOR KBA


COUNSEL FOR PERTEET


Executive Director, WCIA

Non Monetary Relief Ex A

1. The City will comply with its permits regarding 45IS45 and 45IS300.
2. Within thirty (30) days of final approval of the City's proposed 2014 Comprehensive Plan amendment regarding "Land Use Changes – 1000 SE City Beach Street" to redesignate the Old City Shop site (parcels 11490/R13202-286-1130 and 11506/R13202-293-1370)(the "Site") to allow use of the Site as a private burial ground/cemetery, the City will deliver and the Tribe will accept a quitclaim deed to the Site in the form attached hereto as Exhibit 1.
3. Following the conveyance described in paragraph 2 above, the City will retain zoning and permitting authority over the Site.
4. Following the conveyance described in paragraph 2 above, the Tribe will use the Site exclusively for spiritual and cultural purposes, including a burial ground/cemetery and, if the Tribe elects, a cultural center and/or memorial, subject to the City's zoning and permitting authority.
5. Following the conveyance described in paragraph 2 above, the Tribe will agree to maintain the Site.
6. Following the conveyance described in paragraph 2 above, the Tribe will not use the Site for commercial purposes and will not sell or lease the Site to anyone for commercial purposes.
7. In the event that City projects disturb Indian graves in the future, the City and the Tribe will each act in accordance with applicable law and will each act in good faith and work cooperatively to try to reach an agreed course of action.
8. Following the conveyance described in paragraph 2 above, the Tribe will not file a request for approval of a trust acquisition by the United States of America of the Site under 25 U.S.C. § 465 or 25 C.F.R. Part 151, as in force on the date of this Agreement or thereafter amended.
9. The City agrees to use its good faith efforts to seek final approval of the City's proposed 2014 Comprehensive Plan amendment regarding "Land Use Changes – 1000 SE City Beach Street" to redesignate the Site to allow use of the Site as a private burial ground/cemetery. In the event that use of the Site as a private burial ground/cemetery is not permitted, the City and Tribe will work cooperatively to identify an alternative site. The alternative site will be subject to the same conditions set forth herein for the Site.
10. The City and the Tribe will consider a joint public acknowledgement regarding the disturbance of Indian graves during the SE Pioneer Way Improvements Project.
11. Any payment for costs associated with the reburial of Indian graves at the Site will be the Tribe's sole responsibility. The City and the Tribe will each act in good faith and work cooperatively as is necessary in order to complete the reburial.

After Recording Return to:
Swinomish Indian Tribal Community
c/o Emily Haley
11404 Moorage Way
La Conner, WA 98257

QUITCLAIM DEED

Grantor: CITY OF OAK HARBOR, a Washington municipal corporation
Grantee: SWINOMISH INDIAN TRIBAL COMMUNITY, a federally recognized Indian Tribe
Abbreviated
Legal Desc: PTN C. W. Summer's DLC, SW ¼ 2, T 32 N, R 1 E
Parcel Nos.: 11490/R13202-286-1130 and 11506/R13202-293-1370

THE GRANTOR, City of Oak Harbor, Washington, a Washington municipal corporation, for and in consideration of settlement under the terms of a CR2A Agreement dated March 12, 2014, conveys and quitclaims to the GRANTEE, Swinomish Indian Tribal Community, a federally recognized Indian Tribe, any and all right, title, and interest in and to the following-described real estate, situated in the County of Island, State of Washington, including any interest therein which GRANTOR may hereafter acquire, for so long as GRANTEE does not file a request for approval of a trust acquisition by the United States of America of the herein described property under 25 U.S.C. § 465 or 25 C.F.R. Part 151, as in force on the date of this Deed or thereafter amended, in which case the herein described property shall automatically revert to the GRANTOR:

{JDA1167127.DOC;1/13100.000001/ }

PARCEL A:

Beginning at a concrete monument at the Southwest corner of Ely's West Side Addition to Oak Harbor, said point is 30 feet East of C. W. Summer's Donation Land Claim's West Line, according to the Plat thereof recorded in Volume 4 of Plats, Page 3, records of Island County, Washington;

Thence North 73°25' East along the Southerly margin of Ely's Westside Addition to Oak Harbor a distance of 810.44 feet to the point of beginning;

Thence continuing along Southerly margin of said plat, North 73°25' East 264.00 feet;

Thence South 0°30' West 165 feet to the Northerly margin of said Ely's Addition to the Town of Oak Harbor, recorded in Volume 2, Page 27, records of Island County, Washington;

Thence South 73°25' West along the Northerly margin of said Ely's Addition, 264.00 feet;

Thence North 0°30' East 165 feet to the point of beginning.

Situate in the County of Island, State of Washington.

AND

PARCEL B:

Beginning at a concrete monument at the Southwest corner of Ely's West Side Addition to Oak Harbor, said point is 30 feet East of C. W. Summer's Donation Land Claim's West Line, according to the Plat thereof recorded in Volume 4 of Plats, Page 3, records of Island County, Washington;

Thence North 73°25' East along the Southerly margin of Ely's Westside Addition to Oak Harbor a distance of 1334.14 feet to the point of beginning;

Thence South 0°30' West 165 feet to the Northerly margin of said Ely's Addition to the Town of Oak Harbor, recorded in Volume 2, Page 27, records of Island County, Washington;

Thence South 73°25' West along the Northerly margin of said Ely's Addition 259.7 feet;

Thence North 0°30' East 165 feet, to said Southerly margin of Ely's Westside Addition;

Thence North 73°25' East 259.7 feet along the Southerly margin of Ely's Westside Addition, to the point of beginning;

Situate in the County of Island, State of Washington.

Subject to any and all easements, covenants, exceptions, and conditions of record,

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

ACCEPTED AND AGREED TO BY:

GRANTEE
Swinomish Indian Tribal Community

By: _____
M. Brian Cladoosby
Chairman

STATE OF WASHINGTON)
)ss.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that he is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Swinomish Indian Tribal Community to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2014.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

PUBLISH: Saturday, March 28, 2015

Public Hearing Notice
Oak Harbor City Council

NOTICE is hereby given that the Oak Harbor City Council will hold a public hearing in the City Hall Council Chambers, 865 SE Barrington Drive, on April 7, 2015 at 6:00 p.m. or as soon thereafter, to consider adoption of Resolution 15-08: Surplus 1000 SE City Beach Property.

The property is intended to be transferred to the Swinomish Indian Tribal Community for use consistent with the settlement agreement entered into under the *Swinomish Indian Tribal Community vs. City of Oak Harbor, et al*, Case No. 13-2-22522-1 SEA.

Anyone wishing to support or oppose this item or provide other relevant comments may do so in writing or appear in person before the Oak Harbor City Council at the time and place of said public hearing.

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.

Anna M. Thompson, City Clerk

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

Bill No. 11.a
Date: April 7, 2015
Subject: Purchase authorization - Four
Patrol Vehicles

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing staff to purchase four Ford Interceptor Utility/SUV from Columbia Ford through State Contract number 03713 in the amount of \$120,290.98; and,

A motion authorizing staff to purchase outfitting equipment from Systems for Public Safety, Inc. in the amount of \$18,000.00; and,

A motion authorizing staff to purchase four Edge Hi-Def camera systems through Coban in the amount of \$27,205.44.

BACKGROUND / SUMMARY INFORMATION

The 2015-2016 biennial budgets include the replacement of the remaining four patrol vehicles to be used by the Police Department. Funds are now available and the new State Contract has been posted. The SUV's have been in service now for approximately two months and they are well liked by the officers.

Therefore, staff is requested to replace the remaining patrol vehicles with Ford Interceptor Utility/SUV's off of the State Contract. By purchasing from the State Contract, the City fulfills our bidding obligations as required by City ordinance, and also saves costs by allowing the State to perform the bidding process.

The other equipment necessary to outfit the vehicles for service include camera systems and various outfitting gear such as harnesses, consoles, mounting plates, etc. Staff will continue to use the existing equipment from the vehicles we replace if they are compatible and in working order in order to save money. If it is not cost effective, then we will be purchasing those items as need be.

In order to continue to save money, staff used a new vendor, as recommended by our City of Bellingham colleagues, to outfit the last three vehicles. Systems for Public Safety, Inc were chosen because of their

extensive offering of installation and fleet services. The City took advantage of their expertise, by creating a turnkey solution with custom work that fit our needs. It is a solution that we can continue to use in the future and as a result, we are now able to save \$3,500.00 per vehicle for an overall savings of \$14,000.00.

Last year staff proposed to phase in the new Edge Hi-Def camera system from Coban as funds were available. The startup equipment/services and three camera systems were purchased, installed and are running perfectly. As we replace the patrol cars we will need to purchase additional camera systems for each vehicle.

Funds are now available in the Equipment Rental replacement fund to cover the cost of the four vehicles, the camera systems and the other equipment necessary to outfit the vehicles for service.

LEGAL AUTHORITY

Oak Harbor Municipal Code Chapter 2.320.100 authorizes the City to purchase through cooperative purchasing agreements without going out to bid.

FISCAL IMPACT

Funds Required: _____ Not to exceed \$170,000.00

Appropriation Source: _____ 502.10.594.018.6400

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was reviewed at the City Council workshop on March 25, 2015.

ATTACHMENTS

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

Bill No. 11.b
Date: April 7, 2015
Subject: Special Event Permit for Lion's
Club – Beer Garden for the
2015 Whidbey Island Marathon

FROM: Edgar J. Green, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

The City Council review the enclosed documents, accept or amend the proposed conditions and either authorize or deny the permit.

BACKGROUND / SUMMARY INFORMATION

On March 2, 2015 the Oak Harbor Lions Club submitted an Event Permit for a Beer Garden at the Whidbey Island Marathon finish line in Windjammer Park on April 19, 2015.

The beer garden hours will be 10:00 AM to 4:00 PM. It will be located in the center section of the park just past the finish line area.

The beer garden will be enclosed and staffed as required by the Washington State Liquor Control Board.

On March 18, 2015 The Washington State Liquor Control Board approved the applicants submissions and application for a temporary license.

Per Oak harbor Municipal Code, section 6.12.080 (1) this permit must be approved by the City Council.

LEGAL AUTHORITY

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Oak Harbor Lions Event Permit \(Inclusive of Insurance, Diagrams, WSLCB Application\)](#)
2. [Oak Harbor Lions WSLCB Beer Garden Permit](#)



SPECIAL EVENT/NOISE PERMIT APPLICATION

Submit application to the Oak Harbor Police Department

Number _____

Date of Application 3/2/15	Type of event (e.g. parade, carnival, car show, 5K run, street fair). If any, attach a copy the event announcement. Beer Garden
-------------------------------	--

Event Name Marathon Beer Garden

Event Sponsor Oak Harbor Lions Club
--

Contact Person Bill Cheaqui	e-mail bill@bnbhome.net
--------------------------------	----------------------------

Address 798 Fort Ebey Rd	Phone number 360-240-9483
-----------------------------	------------------------------

City Coupeville	State WA	Zip 98239	Alternate phone number 360-632-3806
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Additional contact person name and phone number Terry Lacey 360-672-8339

Date(s) of proposed event (60-days from today: OHMC 5.50.020[4]) April 19, 2015	Hours of Operation 9:00AM - 4:00 PM
--	--

Set up date April 18, 2015	Set up time 10:00 AM	Dismantle date April 20, 2015	Dismantle time TBD
-------------------------------	-------------------------	----------------------------------	-----------------------

Number of staff/volunteers 6 - 10	Estimated number of participants/attendees 1000 - 5000
--------------------------------------	---

Describe activities planned during event Serve Beer and Wine

Location of event (be specific, include name of park, name of facility, describe area to be used, attach map/route/course plan) Windjammer Park in area designated by the Marathon coordinator

List any requested services, street closures, or equipment (barricades, cones, additional garbage and/or recycling cans, etc) from the City None

MAR 2 2015 15:07

Please answer the following questions:	Yes	No
<p>a. Will there be amplified sound? Oak Harbor Municipal Code Section 6.56.030 contains provisions which restrict or prohibit certain excessive noise, such as sound systems, loudspeakers and amplified music on any street or public place of the City, with further restrictions between certain hours. This permit, if granted, will allow the applicant to deviate from the provisions of OHMC 6.56.030 under the following circumstances if it is determined the activity and associated noise will: 1) not disregard the rights of others; or, 2) is temporary; or, 3) the activity creating the noise constitutes a program of a temporary nature for the benefit of the entire municipality or for the benefit of a charitable purpose. A copy of OHMC Section 6.56.030 may be obtained upon request. To obtain a Permit, please provide the activities you wish to carry out and the sound requirements of your event:</p> <p>_____</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>b. Will alcohol be sold or served? If yes, additional licensing and insurance coverage will be required. Per OHMC 6.14.090, alcohol may only be sold or served in Catalina and Windjammer Park with City Council approval.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>c. Will there be animals? If yes, how many? _____ Species _____</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>d. Will there be vendors? If yes, each vendor will need to have a City of Oak Harbor Business License.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>e. Will there be cooking and/or food service? Any food given or sold to the general public must meet standards set by Island County Public Health Department. They can be contacted at 360-679-7350.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>f. Will there be a fireworks display? If yes, will require a state license an additional permit and inspection.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>g. Will there be portable play apparatus (i.e. bouncy house, climbing wall)? If yes and apparatus will be placed on City property or right-of way, provider of apparatus must have a Washington State Department of Labor and Industries Permit and provide insurance naming the City as an "additional insured", an exception applies if apparatus supplied by MWR.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>h. Will there be portable restrooms? <i>End of Marathon</i> If yes, how many? <u>50</u> Please note that some restrooms must meet ADA requirements.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>i. Will there be signs? If yes, they will need to comply with OHMC 19.36</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>j. Will there be a stage over 400 square feet?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>k. Will there be tents/canopies over 400 square feet?</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>l. Is there a banner to be displayed at Beeksma-Gateway Park? If yes, banner requests need to be confirmed with Public Works at 360-279-4750.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>m. Is this an event involving political or religious activity intended primarily for the communication or expression of ideas?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>n. Will participants/attendees pay a fee or make a donation?</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>o. Per OHMC 5.50.040 [3h], it is the responsibility of the event organizer to alert those residents and businesses that will likely be affected by street closures, no parking zones, noise, etc of the event. City staff will alert I-COM and Island Transit of any road closures. Please provide what notification efforts you have or intend to make:</p> <p><u>We do not anticipate any such closure associated with this activity.</u></p>		

INSURANCE

The City does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Depending on the type of event you are planning, and the activity and risk level of your group, you may be required to obtain bodily injury and property damages liability insurance in accordance with City policy, name the City as an **additional insured** on the policy and be responsible for obtaining liability insurance.

If you are required to have insurance you will need to have a general liability policy for \$1,000,000 per occurrence combined single limits, \$2,000,000 aggregate. The policy must be written for a period not less than 24-hours prior to the event and for a period 24-hours following the completion of the event and shall contain a provision prohibiting cancelation except upon 30-days written notice to the City (OHMC 5.50.080).

HOLD HARMLESS

Applicant/Permittee/user shall defend, indemnify and hold harmless the City of Oak Harbor, its agents, employees and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the organization, the organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the organization, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the City.

REVOCAATION

The organizer is responsible for all of the conditions set forth in this permit. Failure to comply will result in the cancelation of the approved permit and could lead to civil and criminal penalties (OHMC 5.50.110 / 5.50.120 [2]).

PUBLIC SAFETY

The fire code official may require or have requirements for a public safety plan where people congregate, because of the number of persons, or the nature of performance, exhibition, display, contest or activity (Section 403 International Fire Code).

INSPECTION

By completing this application, the applicant consents to entry and inspection of the event premises during the event by City or County employees or officers, or their representatives, for the purposes of determining compliance with the terms of the permit and regulations.

Applicant Signature: W. M. Chy Date: 3/1/15
I hereby verify that by signing this application I have authority to bind the organization, business or other entity for whom this application is made.

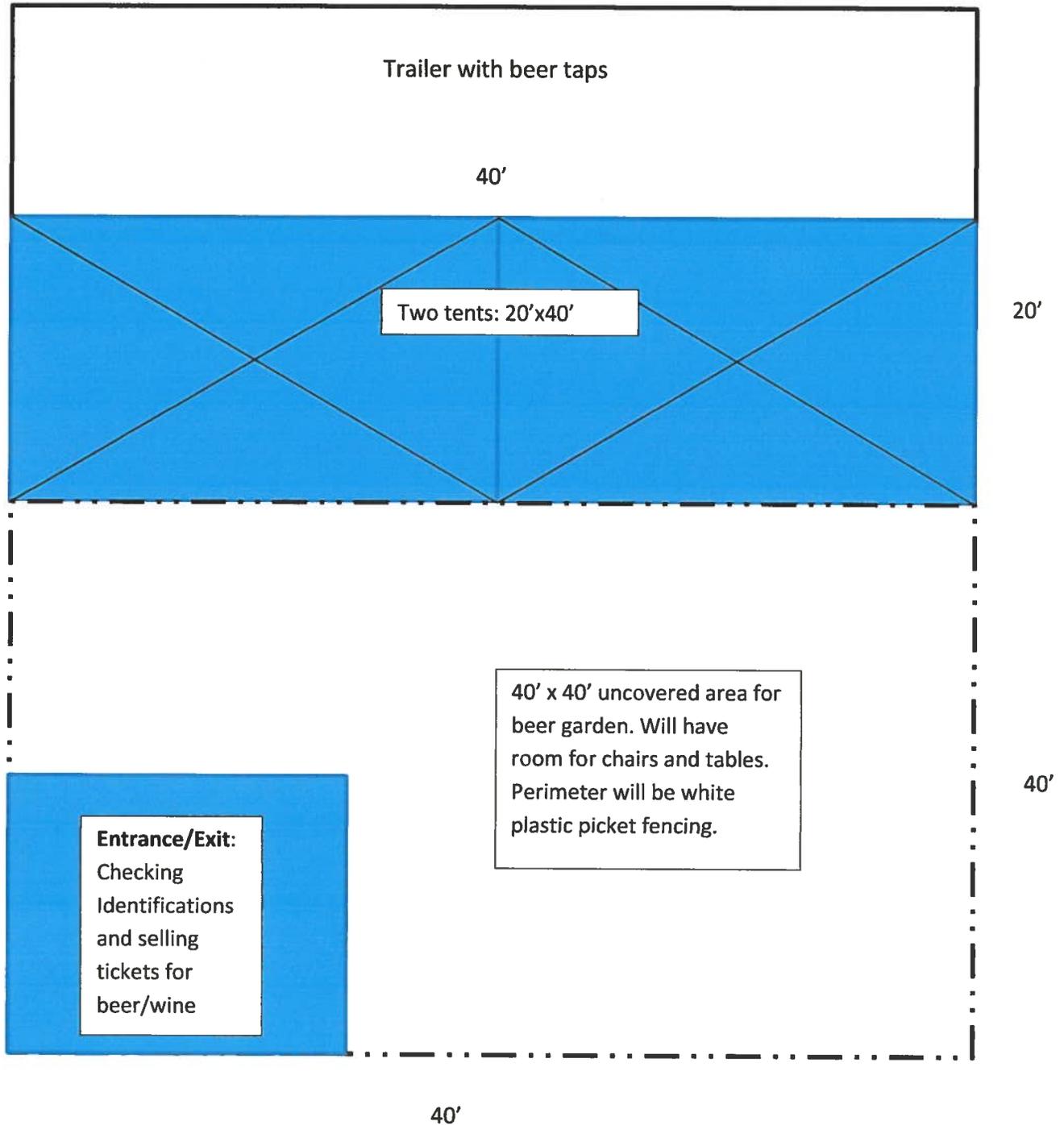
CITY OF OAK HARBOR ADMINISTRATION USE ONLY

FINAL APPROVAL: **YES** **NO** FINAL APPROVAL, signed by the City representative, constitutes the PERMIT for the event, subject to the terms of this application and conditions of approval.

Signature of City Representative: [Signature] DATE: 2/17/15

CONDITIONS OF APPROVAL: Additional sheets may be attached

Beer Garden at the Whidbey Island Marathon: April 19, 2015



Lion Terry Lacey & Lion Bill Cheagui both have current Class 12 liquor licenses and will be supervising Entry/ID check, and serving areas.

WHIDBEY ISLAND MARATHON POST-RACE LAYOUT MAP WINDJAMMER PARK, 2015

- MARATHON & 5K ROUTE
- HALF MARATHON & 10K ROUTE
- KIDS 1K ROUTE



Google

TENANT USERS LIABILITY INSURANCE

CERTIFICATE BINDER

THIS CERTIFICATE/BINDER REPRESENTS A SUMMARY OF THE INSURANCE PROVIDED, INSURANCE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

Date: 2/10/2015 2:18 PM
Certificate Number: 65141
Broker: Marsh USA, Inc - Seattle, WA
Tenant User: Oak Harbor Lions Club Foundation
Event Title marathon beer garden
Type of Event Festival and Cultural Events - Outdoors
Daily Attendance 1000
Period of Insurance: 04/19/2015 12:01 AM To 04/20/2015 12:01 AM
Policy #1 GL03426-02

Insurance Company: Atlantic Specialty Insurance Company

Coverage

Limits

General Agg. "None"
Products Completed Ops \$1,000,000
Personal/Adv. Injury \$1,000,000
Each Occurance: \$1,000,000
Fire Damage: \$50,000
Medical Payments: Excluded
Liquor Liability \$1,000,000 Aggregate
\$1,000,000 Each Common Cause

Premium Computation

General Liability \$315.00
Liquor Liability \$260.00
Third Party Property Damage \$0.00
Excess Liability \$0.00
Total Premium \$575.00
Total Fees \$0.00
Total Due \$575.00

Certificate Holder/Additional Insured Washington Cities Insurance Authority
Location - per below
City, WA 0000
OAK HARBOR-All Events
865 SE Barrington Drive
Oak Harbor, WA 98277

To obtain a complete copy of the policy with the terms, conditions and exclusions of the policy, you must contact us at: tulip@ebi-ins.com or (800) 507-8414.

3/9/2015

Fire Department Comments

Oak Harbor Lions Club Marathon Beer Garden

IFC 105.6.43 Temporary membrane structures and tents.

An operational permit is required to operate an air-supported temporary membrane structure or a tent having an area in excess of 400 square feet (37 m²).

Contact Building Official David Anderson for minimum exit requirements.

Contact Mike Buxton, Oak Harbor Fire Department if you have any questions 360-279-4702

CONDITIONS FOR:

*Whidbey Island Marathon
Oak Harbor Lions Club
Beer Garden
Oak Harbor, WA 98277
April 19, 2015 9:00AM – 4:00PM*

- Alcohol is permitted inside designated beer garden area only
- Beer garden area must be fenced with a single point of entrance controlled by volunteer/employee 21-years of age or older.
- No one under the age of 21-years will be permitted in the beer garden area
- Beer garden is subject to operate in compliance with all of the laws, rules and restrictions set forth by the Washington State Liquor Control Board, the City of Oak Harbor and the conditions within this permit.
- The coordinator will contact the City Parks Manager Hank Nydam (360-279-4756) prior to the event to provide him with the information regarding the event.
- All food handlers are required to have the necessary Island County Department of Health food handler permits and must be on display at their respective booths.
- Noise from the event is permitted from beginning of event to end of event without any other permit required.
- Applicant must make arrangements for trash and recycling at the event through the City of Oak Harbor (Contact: Debbie Muller 360-279-4752)
- Signs advertising the event are limited to: two A-frame signs not to exceed 36" X 48". These signs must be located on the event property.
- In addition one civic organization sign not to exceed 36" X 48" is allowed on site.
- Incidental signs (directional sign) are allowed and shall not exceed 4 square feet in area and maximum height of 3.5 feet.
- Signs may be placed 30 days prior to the event and must be removed within seven days following the event.
- All vendor canopies or tents exceeding 400 square feet in area require a permit from the Fire Department (IFC Section 3103).
- The organizer is responsible for all of the conditions set forth in this permit. Failure to comply may result in the cancelation of the event and could lead to civil and criminal penalties (OHMC 5.50.110 -5.50.120).

WASHINGTON STATE LIQUOR CONTROL BOARD - License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF OAK HARBOR

February 26, 2015

SPECIAL OCCASION #: 093665

OAK HARBOR LIONS CLUB
 PO BOX 21
 OAK HARBOR WA 98277

DATE: APRIL 19, 2015

TIME: 10 AM TO 4 PM

PLACE: WINDJAMMER PARK - 1600 S BEEKSMA DR, OAK HARBOR

CONTACT: BILL CHEAQUI 360-632-3806

SPECIAL OCCASION LICENSES

- * Licenses to sell beer on a specified date for consumption at a specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- | | | |
|--|---|-----------------------------|
| 1. Do you approve of applicant? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

3/3/15 [Signature] mayor
 DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

**Washington State Liquor Control Board
Olympia, Washington**

SPECIAL OCCASION LICENSE

Special Occasion Number: 3163

License Number: 093665

**OAK HARBOR LIONS CLUB
C/O BILL CHEAQUI
PO BOX 21
OAK HARBOR WA 98277**

is hereby licensed to sell beer, wine and spirituous liquor to be consumed only at the location, date(s), and time(s) listed below.

WINDJAMMER PARK – 1600 S BEEKSMA DRIVE, OAK HARBOR

APRIL 19, 2015 10:00 AM TO 4:00 PM

in accordance with and subject to the provisions of the Washington State Liquor Control Act and the rules and regulations of the Washington State Liquor Control Board.

Sales, service and consumption is confined only to the designated location(s)

The sale or service to, or consumption by persons under the age of 21 years is expressly prohibited.

The award, sale or gift of beer, wine or spirituous liquor for consumption outside the designated location(s) is expressly prohibited.

If you have any questions, please contact April Cotton at (360) 664-1610, Jessica Weiher at (360) 664-1662 or your local liquor agent at (360) 848-5135.

Dated in Olympia, Washington on Wednesday, March 18, 2015.

Jane Rushford

Chairman

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

Bill No. 11.c
Date: April 7, 2015
Subject: Deception and Canoe Pass
Water Line Inspection and
Assessment - Professional
Services Agreement with Gray &
Osborne, Inc. - Amendment No.
1

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
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Gray & Osborne, Inc. for Structural Inspection Services related to the Deception and Canoe Pass Water Line Inspection and Assessment in the amount of \$4,160 increasing the total contract amount from \$17,300 to \$21,490.

BACKGROUND / SUMMARY INFORMATION

Over the past two weeks, WSDOT and City staff have been working together to develop a detailed work plan for inspections of the Deception Pass and Canoe Pass bridges.

WSDOT bridge maintenance staff will be inspecting the truss structures, the road decks and cleaning difficult to access areas of the bridges. At the same time, City staff will be inspecting the hanger system that suspends the City water supply pipe lines from the bridge. While developing a detailed work plan, it became apparent that work methods, specialized equipment, and scheduling have been more fully identified and developed. The necessary inspections are likely to take more time and effort than originally anticipated.

Amendment No. 1 to the PSA increases the scope of services and fees for Gray & Osborne, Inc. to account for the anticipated increase in time and effort necessary to complete the work due to a change in equipment that WSDOT will be utilizing to perform the inspection.

FISCAL IMPACT

Funds Required: \$4,160.00

Appropriation Source: Water Division 2015 Budget

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

March 17, 2015 – City Council Authorized the Mayor to sign the Professional Services Agreement with Gray & Osborne, Inc. for Structural Inspection Services related to the Deception and Canoe Pass Water Line Inspection and Assessment in the amount of \$17,300.00.

ATTACHMENTS

1. [Amendment No. 1](#)
2. [Original Professional Services Agreement with Gray & Osborne, Inc.](#)

Consultant Agreement Amendment Number 1	Organization and Address	
Original Agreement Title: Bridge Pipe Hanger Inspection Project	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 Phone: 360-279-	
Project Number: ENG 14-10	Execution Date March 17, 2015	Completion Date (Prior) June 5, 2015
Project Title Bridge Pipe Hanger Inspection Project	New Maximum Amount Payable \$21,490	
Description of Work Perform a field inspection of the pipe and hanger system suspending the 10-inch and 16-inch water mains on the Deception Pass and Canoe Pass bridges and develop a condition assessment of the pipe hanger system in the form of a technical memorandum.		

The City of Oak Harbor desires to supplement the agreement entered into with Gray & Osborne, Inc. and executed on March 17, 2015 and identified as Deception and Canoe Pass Bridge Water Line Inspection and Assessment.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following:

This Amendment will provide for an additional 4 days for a total of 10 days of inspection services and an extension of the inspection schedule to two workers. This scope was developed based on the WSDOT schedule provided to Gray & Osborne by the City.

SCOPE OF WORK is hereby changed and supplemented with the following:

PROJECT COMPLETION DATE AMENDED TO: No Change.
TIME OF COMPLETION – SCOPE OF SERVICES: No Change.

PAYMENT shall be amended as follows:

Original contract amount was \$17,300. This Amendment adds \$4,160 for a total contract amount of \$21,490.

Payment shall be made in accordance with the terms and conditions described in the original contract.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: Thomas M. Zorka

By: _____

Thomas M. Zorka
Consultant Signature

Approving Authority Signature

Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR, WASHINGTON
AND GRAY & OSBORNE, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation ("City"), and Gray & Osborne, Inc., a Washington Corporation ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding the inspection of the City's 10-inch and 16-inch water mains that are underneath the Deception Pass Bridge and prepare a technical memorandum describing their condition as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

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

III.6 INDEMNITY. Indemnification/Hold Harmless Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

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

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

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

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

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

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

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

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

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

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

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in

RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

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

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

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$17,300.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include (1) a summary of previous invoices; (2) current invoice amount; (3) total current monthly billing; (4) amount authorized under this agreement; and (5) total authorized amount still remaining under the agreement. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

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

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

ARTICLE V. GENERAL

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

Arnold Peterschmidt, P.E.
Project Engineer
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98239

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

Thomas M. Zerkel, P.E.
President
Gray & Osborne, Inc.
701 Dexter Ave. N, Suite 200
Seattle, WA 98109-4352

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

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

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

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

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

V.5 SEVERABILITY

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

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

conform to such statutory provision.

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

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

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

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

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

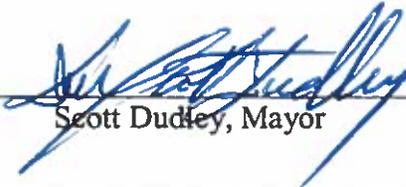
V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 17th day of MARCH, 2015.

CITY OF OAK HARBOR, WASHINGTON

GRAY & OSBORNE, INC

By



Scott Dudley, Mayor

By



Thomas M. Zerkel, President

Approved as to form:



City Attorney

EXHIBIT A

SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City of Oak Harbor (City) has two water mains, one 10-inch and one 16-inch, mounted underneath the Deception Pass Bridge on hangers. The 10-inch main is suspended under the west bridge sidewalk and the 16-inch main is suspended under the east bridge sidewalk. The City is contracting with Gray & Osborne, Inc. (G&O) to perform a condition assessment of water main hangers. The City plans to perform preinspection to remove the pipe insulation around the hangers and to provide pictures and/or video of the main. From this pre-inspection work, G&O will formulate an inspection plan to closely inspect the condition of these facilities.

The City has contracted with WSDOT separately to provide access to the mains and hangers underneath the bridge.

The condition assessment will be delivered to the City in the form of a technical memorandum. The memorandum will describe the hanger system and the condition of the exposed segments of water main. Any other items of note will be included within the memorandum.

SCOPE OF WORK

Gray & Osborne will perform the following tasks:

Task 1 – Project Management

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

Provide overall project management and oversight services, to include:

- A. Procure sufficient staff resources to dedicate to the project.
- B. Manage and control project budget and schedule.
- C. Manage and provide monthly progress reports and invoices.

Deliverables:

None.

Task 2 – Inspection

Objective: Visually inspect the 10-inch and 16-inch water mains and hangers to determine their condition with the intent of providing the condition assessment within a technical memorandum format.

- A. Visually inspect the hanger system and selected segments of both the 10-inch and 16-inch water mains as allowed by the City and WSDOT personnel.
- B. Document corrosion, joint deflection, and other issues as noted in the field.
- C. Gray & Osborne will attend one review meeting at the District for each submittal (two meetings total).

Deliverables:

None.

Assumptions:

City will perform pre-inspection and uncover areas to be inspected by G&O. City will contract with others (WSDOT) to provide equipment to access the water mains. G&O will provide two inspectors for three – 8-hour work days.

Task 3 – Technical Memorandum

Objective: Create a technical memorandum to provide the results of the field inspection described in Task 2.

- A. Provide draft and final technical memoranda containing a description of the pipe hanger system, the field inspection results, photographs, and recommendations for repairs and maintenance of the water main hangers.
- B. Provide internal QA/QC of both the draft and final memoranda.

Deliverables:

Three hard copies and one .PDF copy of the draft and final technical memoranda, including photos.

Assumptions:

None.

Task 4 – Quality Assurance/Quality Control

Objective: Oversee one in-house, quality assurance/quality control (QA/QC) meeting at G&O's office during the course of the project. The meeting will include senior project staff, and City staff (as required and/or desired). QA/QC meeting will take place prior to the submittal of the draft technical memorandum.

Not included within this Scope of Work are the following:

- Suveying;
- Permitting;
- Destructive testing;
- Condition assessment of the water main;
- Equipment for accessing the water mains or hangers.

EXHIBIT "B"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

Deception Pass Bridge Water Main Inspection

Tasks	Principal Hours	Project Engineer Hours	AutoCAD Tech. Hours
1 Project Management	4	4	
2 Field Inspection	2	54	
3 Technical Memorandum	2	34	18
4 QA/QC	8	4	
Hour Estimate:	16	96	18
Fully Burdened Billing Rate Range:*	\$112 to \$182	\$110 to \$139	\$45 to \$90
Estimated Fully Burdened Billing Rate:*	\$145	\$135	\$90
Fully Burdened Labor Cost:	\$2,320	\$12,960	\$1,620

Total Fully Burdened Labor Cost: \$ 16,900

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ \$0.57/mile) \$ 280

Printing \$ 120

TOTAL ESTIMATED COST: \$ 17,300

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.