



CITY COUNCIL AGENDA

Council Chambers, 865 SE Barrington Drive

October 6, 2015

6:00 PM

CALL TO ORDER - 6:00 PM

Invocation - Led by Jeff Humphrey, Island County Sheriff's Department Chaplain

Pledge of Allegiance - Led by Mayor Dudley

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- a. Proclamations
 - i. Proclamation in Recognition of Community Planning Month
- b. Honors & Recognitions
 - i. Employee Service Recognition - Gregory Woodward - 15 Years
- c. Community Presentations

3. CITIZEN COMMENT PERIOD

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

4. CONSENT AGENDA

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

Consent Items

- a. Minutes of the Regular Council Meeting held September 15, 2015, and Workshop Meeting on September 23, 2015

- b. Approval of Accounts Payable Vouchers and Payroll Checks
- c. Purchase Authorization-Copier Replacement for Fire Department
- d. Purchase Authorization-Copier Replacement for City Hall
- e. Purchase Authorization-Dumpsters
- f. Purchase Authorization-Diesel & Unleaded Fuel
- g. Purchase Authorization-Flatbed Body for Water Division
- h. Purchase Authorization-City Council Video Equipment
- i. Purchase Authorization-Lagoon Anaerobic Cover Repair
- j. Professional Services Agreement for the 2016 Whidbey Island Marathon - Orswell Events LLC
- k. Approval of Amended Lodging Tax Advisory Committee Membership Roster
- l. WA State Department of Enterprise Services - Change Order Proposal No. 2 for the Energy Efficiency Project with Ameresco, Inc.
- m. Resolution 15-29: Amendments to the Council Rules of Procedure
- n. Resolution 15-32: Naming the Leash Free Dog Area as Sunrise Rotary Dog Park

5. STAFF, MAYOR & COUNCIL COMMENTS

- a. City Administrator
 - i. Clean Water Facility Project Update by City Staff
 - ii. 2016 Whidbey Island Marathon Update by the Elks Lodge
- b. Mayor
- c. Councilmembers

6. PUBLIC HEARINGS & MEETINGS

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

- a. Resolution 15-31: Surplus of Two Refuse Trucks and One Curotto Can Attachment

7. ORDINANCES & RESOLUTIONS

- a. None

8. CONTRACTS & AGREEMENTS

- a. Confirmation of the Employment Agreement for City Administrator Douglas A. Merriman

9. OTHER ITEMS FOR CONSIDERATION

- a. None

10. REPORTS & DISCUSSION ITEMS

- a. None

11. EXECUTIVE SESSION

- a. None

ADJOURN

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

**Proclamation in Recognition of
COMMUNITY PLANNING MONTH
October 2015**

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City Oak Harbor; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Oak Harbor and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2015 is hereby designated as **Community Planning Month** in City of Oak Harbor in conjunction with the celebration of National Community Planning Month.

Adopted this 6th Day of October, 2015.

Scott Dudley, Mayor

Oak Harbor City Council
Regular Meeting Minutes
September 15, 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 Joel Servatius
Councilmember Rick Almberg
Councilmember Jim Campbell
Councilmember Bob Severns
Councilmember Beth Munns

Staff Present:

Acting City Administrator/ Finance Director
Dr. Merriman
City Attorney Nikki Esparza
Public Works Director Cathy Rosen
Development Services Director Steve Powers
City Engineer Joe Stowell
Chief of Fire Ray Merrill
Chief of Police Ed Green
Project Engineer Brett Arvidson
City Clerk Anna Thompson

Councilmember Hizon was absent.

CALL TO ORDER

Councilmember Joel Servatius led the invocation, and Mayor Dudley led the pledge of allegiance.

Excuse Absent Councilmembers

Motion: Councilmember Servatius moved to excuse Councilmember Hizon, seconded by Councilmember Almberg, unanimously approved.

APPROVAL OF AGENDA

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

PRESENTATIONS

Community Presentations

The Garage of Blessings – Kristiina Miller, Founder and President was unable to provide the presentation.

CITIZEN COMMENT PERIOD

Mayor Dudley opened the Citizen Comment Period at 6:05 p.m.

Citizens Speaking

Shane Hoffmire
Matt Plush
Nicole Tesch

Citizen Comment period closed at 6:22 p.m.

CONSENT AGENDA

- a. Minutes of the Regular and Special City Council meetings held on September 1, 2015
- b. Approval of Payroll and Accounts Payable Vouchers
- c. Authorizing the Mayor, or designee, to sign the 2017 Clean Water State Revolving Fund (CWSRF) funding application

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

STAFF, MAYOR & COUNCIL COMMENTS

City Administrator

Acting City Administrator/ Finance Director Dr. Merriman announced that the State Auditors will be arriving on Monday, September 21, 2015 for the annual audit. The Regular Workshop is scheduled on September 23, and a Special Workshop meeting has been scheduled for September 30, 2015. Dr. Merriman announced the retirement of former City Administrator Dr. Larry Cort, and thanked him for his service to the community.

Clean Water Facility Project Update by City Staff (WWTP)

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

Councilmember Servatius asked the City Engineer a follow-up question to the presentation and Mr. Stowell responded.

Mayor

Mayor Scott Dudley thanked Dr. Cort for his service to the Mayor's office and the community. Mayor Dudley remarked that Dr. Merriman has many gifts and attributes to offer to the Office of City Administrator. A contract will be brought forward at the next City Council meeting on October 6, 2015 to appoint Dr. Merriman as City Administrator.

Councilmembers

Mayor Pro Tem Paggao thanked Larry Cort for his service to the Council and wished him well.

Councilmember Campbell thanked Dr. Cort for his professionalism and service to the citizens.

Councilmember Alberg sent well-wishes to Dr. Cort and announced his support to Dr. Merriman as City Administrator. Mr. Alberg spoke in support of those individuals involved with the Oak Harbor Music Festival.

Councilmember Munns thanked the volunteers and citizens who attended the Military Picnic last weekend. Ms. Munns then announced that one of our Oak Harbor Patrol Officers, Tony Slowik, was selected as the 2014 Coast Guard Reserve Warrant Officer of the Year Award. This award placed him in the running for the Chief Officer Warrant Michael J. Novosel Award – a National Award among all military branches. On July 26, 2015, Officer Slowik received the Chief Warrant Officer Michael J. Novosel Award.

A standing ovation was given in honor of Officer Slowik.

Councilmember Severns announced the next Economic Development Committee (EDC) luncheon will be held tomorrow. He shared that the Oak Harbor Music Festival was a great success. Mr. Severns then thanked Dr. Cort for his service to the City.

Councilmember Servatius thanked Ms. Tesch for her comments regarding the Splash Park Petition. Mr. Servatius thanked Dr. Cort for his ethics and service to the City of Oak Harbor.

OTHER ITEMS FOR CONSIDERATION

Annual Review of the Lodging Tax Advisory Committee (LTAC) Membership per OHMC 2.66.030

Acting City Administrator/ Finance Director Dr. Merriman provided the staff report.

Mayor Dudley opened the meeting for public comment at 6:48 p.m., no comments, closed at 6:49 p.m.

Councilmember Severns inquired about voting rights of the LTAC Chairman and Dr. Merriman explained the voting rules given under State Law.

Annual Review of the Lodging Tax Advisory Committee (LTAC) Membership per OHMC 2.66.030

Motion: Councilmember Servatius moved to approve the Lodging Tax Advisory Committee as presented [*Proposed LTAC Membership Listing attached in Agenda Bill No. 9.a*], seconded by Councilmember Munns, and the motion was unanimously approved.

ADJOURN

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

Meeting adjourned at 6:52 p.m.

Anna M. Thompson, City Clerk

Oak Harbor City Council
Workshop Meeting Minutes
September 23, 2015

CALL TO ORDER

Mayor Pro Tem Paggao called the meeting to order at 3:00 p.m.
Councilmembers and staff introduced themselves.

ROLL CALL

City Council Present:

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

Staff Present:

Acting City Administrator/ Finance Director
Doug Merriman
Public Works Director Cathy Rosen
Chief of Fire Ray Merrill
Chief of Police Ed Green
City Engineer Joe Stowell
Senior Planner Dennis Lefevre
Project Engineer Brett Arvidson
Executive Assistant to the Mayor Kellye
Mazzoli

Mayor Scott Dudley and Councilmember Severns were absent.

1. PENDING AGENDA ITEMS

a. Wireless Facilities Modification

Staff report presented by Dennis Lefevre, Senior Planner.

b. Proposed Amendments to the Council Rules of Procedure

Dr. Merriman, Acting City Administrator/Finance Director explained the proposed amendments to the Council Rules.

Members of the Council asked questions regarding the proposed changes, and Dr. Merriman provided rationale for the proposed amendments.

c. Upcoming Purchase Authorizations

Director of Public Works Cathy Rosen presented the purchase authorization requests, which includes dumpsters, copiers, a flat bed body for Ford F-450 truck, diesel and unleaded fuel, and new video-taping equipment. At the next Regular Council meeting, there will also be a request to surplus two old refuse (front-load garbage) trucks and one curroto can attachment.

Councilmembers asked follow-up questions.

d. Park Board Recommendation to Name the Leash Free Dog Park to “Sunrise Rotary Dog Park”

Cathy Rosen, Director of Public Works, provided the staff report.

Councilmember AlMBERG asked about the park status. Dr. Merriman explained the nature of the dog-leash park property.

Councilmember Servatius commented on the impressive renovations to the off-leash dog park accomplished by members of the Sunrise Rotary Club.

e. Lease Agreement with Island County Emergency Services Communication Center (I-COM)

Dr. Merriman provided the staff report.

Councilmember AlMBERG asked about the rent charged to ICOM reflected in the proposed agreement. Dr. Merriman explained that rental charges to a governmental district differ from what we can charge to private entities.

2. DEPARTMENTAL BRIEFING

a. Clean Water Facility Project Update

City Engineer Joe Stowell provided a power point presentation on the 60% cost estimate preview. K. Adams of KBA Construction Management assisted during the presentation.

Trevor Thies and Bryan Shirley from Hoffman Construction, and Chad Oxford with KBA Construction were also in attendance.

Questions and comments among Councilmembers.

Dr. Merriman explained Council’s financing questions related to the presentation.

ADJOURN

Meeting adjourned at 4:01 p.m.

Anna M. Thompson, City Clerk

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

Bill No. C/A 4.b
Date: October 6, 2015
Subject: Approval of Accounts Payable
Vouchers and Payroll Checks

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

I move to approve:

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

BACKGROUND / SUMMARY INFORMATION

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

The following Voucher and Check Numbers are submitted for approval:

Accounts Payable Voucher Numbers:

- Voucher Numbers 163687 through 163884 in the amount of \$1,135,295.03.

Payroll Check Numbers:

- Direct Deposit check numbers 35778-35938.

- EFT check numbers 744 through 748.

- Payroll check numbers 98307 through 98360.

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
163687	9/15/2015	0002109 JEFFERSON COUNTY DISTRICT CRT	091415		BAIL/CASE #PTP151723	600.00
					Total :	600.00
163688	9/15/2015	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	128.05
					Total :	128.05
163689	9/22/2015	0007927 PORTLAND EVENT DIRECTOR'S CONF	082415A		REGISTRATION/MAZZOLI	495.00
					Total :	495.00
163690	9/22/2015	0007909 SKAGIT CITY TRUCKING SCHOOL	091515		REGISTRATION/SELDAL	2,295.00
					Total :	2,295.00
163691	9/30/2015	0007449 A-1 PERFORMANCE, INC	23397 23472		SEP 2015/JANITORIAL SERVICES JANITORIAL SERVICES	491.92 3,066.58
					Total :	3,558.50
163692	9/30/2015	0000007 AA ELECTRIC	9232 9233 9234		CORE DRILLS OUTLET REPAIR BREAKER	347.84 219.49 1,134.18
					Total :	1,701.51
163693	9/30/2015	0007332 ADAMSON POLICE PRODUCTS	INV188046		CARRIER/PLATE	1,695.72
					Total :	1,695.72
163694	9/30/2015	0007646 AGENDEASE, INC	20150109		OCT 2015 LICENSE	199.00
					Total :	199.00
163695	9/30/2015	0000028 ALL ISLAND LOCK & KEY	25070 25099		KEYS KEYS	6.00 6.00
					Total :	12.00
163696	9/30/2015	0000029 ALL PHASE ELECTRIC SUPPLY	952-765956 952-766841		BLST KIT BLST KIT	62.74 62.74
					Total :	125.48
163697	9/30/2015	0006984 AMERICAN PETROLEUM	2812092215 3504090215		OIL TRINITY AF EXT LIFE	62.50 343.76

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163697	9/30/2015	0006984 0006984 AMERICAN PETROLEUM	(Continued)			Total : 406.26
163698	9/30/2015	0000042 ANACORTES, CITY OF	900-9080-00 901-9080-01 901-9080-02		AUG 2015/WATER PURCHASED AUG 2015/WATER PURCHASED AUG 2015/WATER PURCHASED	129,500.00 1,853.95 15,822.99 Total : 147,176.94
163699	9/30/2015	0002044 ANACORTES.NET/HOW IT WORKS	36254 36270		SEP 2015/WEB HOSTING SEP 2015/WEB HOSTING	75.00 15.95 Total : 90.95
163700	9/30/2015	0007664 ANDERSON, MARK	962		MOORAGE REFUND	214.13 Total : 214.13
163701	9/30/2015	0003655 ANDERSON, STAN	082615		EXP REIMB	99.44 Total : 99.44
163702	9/30/2015	0007077 ANDREWS, SARA	091515		PUBLIC DEFENSE	300.00 Total : 300.00
163703	9/30/2015	0000047 APSCO, INC	18397		SEAL KITS	590.09 Total : 590.09
163704	9/30/2015	0000053 ARROW PEST CONTROL, INC	162461		PEST CONTROL	108.70 Total : 108.70
163705	9/30/2015	0004019 ASSOCIATED PETROLEUM PRODUCTS	0794329-IN 0794405-IN 0797703-IN		FUEL FUEL FUEL	8,901.98 22,270.69 8,288.47 Total : 39,461.14
163706	9/30/2015	0000159 AT&T MOBILITY	287249477751X0924201		AIRCARDS	407.13 Total : 407.13
163707	9/30/2015	0000065 AVOCET ENVIRONMENTAL TESTING	1503275-IN 1503380-IN		TESTING TESTING	1,105.00 47.00 Total : 1,152.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163708	9/30/2015	0002558 BELLETTO, NANCY	1		TRAVEL REFUND	28.00
Total :						28.00
163709	9/30/2015	0007957 BELLINGHAM BAY MARATHON	409		EXPO BOOTH	250.00
Total :						250.00
163710	9/30/2015	0000091 BENS CLEANER SALES, INC	264099		CLEANING CHEMICAL	857.02
Total :						857.02
163711	9/30/2015	0000097 BEST WESTERN HARBOR PLAZA	24		HOTEL ACCOMMODATIONS/SPOHN	529.12
Total :						529.12
163712	9/30/2015	0006233 BEST WESTERN PLUS	329579		HOTEL ACCOMMODATIONS/ROBINSON	292.24
Total :						292.24
163713	9/30/2015	0000103 BLADE CHEVROLET, INC	164939		FILTER	96.58
Total :						96.58
163714	9/30/2015	0007807 BLIND ENTERPRISES	2380		ARNETT	14.00
Total :						14.00
163715	9/30/2015	0007960 BOTTORFF, JOANNE	1		TRAVEL REFUND	17.00
Total :						17.00
163716	9/30/2015	0003097 BOYER, TALLIE	TRAVEL REIMB		TRAVEL REIMB	940.56
Total :						940.56
163717	9/30/2015	0002943 BRAUNSTEIN, ANGELA	TRAVEL ADVANCE		TRAVEL ADVANCE	91.50
Total :						91.50
163718	9/30/2015	0001236 BRI COMMUNICATIONS	091815		ADVERTISING	660.00
Total :						660.00
163719	9/30/2015	0000137 BRIM TRACTOR COMPANY	IM83906		HOSE/TUBE	228.19
Total :						228.19
163720	9/30/2015	0005027 BURT'S SAW & MOWER	726767		SHARPENING	10.87
Total :						10.87

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163721	9/30/2015	0000139 BUXTON, MIKE	TRAVEL ADVANCE		TRAVEL ADVANCE	10.50
Total :						10.50
163722	9/30/2015	0007964 CANCLER, GARY	86		MOORAGE REFUND	51.33
Total :						51.33
163723	9/30/2015	0000627 CAPITAL ONE COMMERCIAL	260280791 354638		SUPPLIES SUPPLIES	304.77 331.86
Total :						636.63
163724	9/30/2015	0006215 CAROLLO	0144055		PROF SVC/WASTEWATER TREATMENT	284,965.89
Total :						284,965.89
163725	9/30/2015	0000153 CASCADE COLUMBIA DISTRIBUTION	650554		SODIUM FLUORIDE	2,863.40
Total :						2,863.40
163726	9/30/2015	0000150 CASCADE NATURAL GAS	03963180678 08793000004 11829220273 12470743597 13275491754 36624000000 40661045647 45420760055 57309970234 58793000009 62337906945 67984882349 80434000008 82193000005 90134000000 92612025210		NATUAL GAS/210 NATURAL GAS/POLICE STATION NATURAL GAS/208 NATURAL GAS/207 NATURAL GAS/205 NATURAL GAS/FIRE STATION NATURAL GAS/ANIMAL SHELTER NATURAL GAS/202 NATURAL GAS/201 NATURAL GAS/CITY HALL NATURAL GAS/204 NATURAL GAS/209 NATURAL GAS/CITY SHOP NATURAL GAS/ANNEX NATURAL GAS/ADULT CARE CENTER NATURAL GAS/203	11.61 24.48 10.60 10.60 10.60 85.70 57.72 30.66 10.60 121.80 10.60 36.40 147.88 19.86 17.16 10.60
Total :						616.87
163727	9/30/2015	0000157 CDW GOVERNMENT, INC	XV17799		MS SURFACE PRO	157.33
Total :						157.33
163728	9/30/2015	0000167 CHEVRON AND TEXACO BUSINESS	45433420		FUEL	19.51

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163728	9/30/2015	0000167 0000167 CHEVRON AND TEXACO BUSINESS	(Continued)			Total : 19.51
163729	9/30/2015	0000188 CODE PUBLISHING COMPANY	50817		MUNICIPAL CODE UPDATES	479.37
						Total : 479.37
163730	9/30/2015	0005773 COMCAST	8498300270032002 8498300270032028 8498300290363841		CABLE XFINITY INTERNET	115.54 20.23 228.98
						Total : 364.75
163731	9/30/2015	0007639 COMPLETE SOLUTIONS	092215		DUMPSTER OVERPAYMENT	251.36
						Total : 251.36
163732	9/30/2015	0000197 CONCRETE NORWEST	1423040 1423730		0155A CRUSHED ROCK	731.42 356.46
						Total : 1,087.88
163733	9/30/2015	0000202 COREY OIL COMPANY	023743 37843		FUEL OIL	12.00 581.71
						Total : 593.71
163734	9/30/2015	0000220 CUMMINS NORTHWEST, INC	018-81089		SENSOR	474.81
						Total : 474.81
163735	9/30/2015	0000222 CUSTOM ENGRAVING	15-751		NAME TAGS	40.22
						Total : 40.22
163736	9/30/2015	0007958 DARMADI, DENNIS	090915		RV PARK REFUND	75.00
						Total : 75.00
163737	9/30/2015	0007399 DEL-TON, INC	0150969-IN		RIFLE KIT	2,356.34
						Total : 2,356.34
163738	9/30/2015	0000247 DIAMOND RENTALS	1-528326 1-530483 1-530578		PORTABLES BEAM SAW TACHOMETER	718.80 48.92 82.21
						Total : 849.93

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163739	9/30/2015	0002228	DIVERSIFIED INSPECTIONS/	254146	SAFETY INSPECTION	896.88
Total :						896.88
163740	9/30/2015	0000257	DUTCH MAID CLEANERS	093015	SEP 2015/LAUNDRY SERVICES	338.62
				1093	LAUNDRY SERVICES	16.04
Total :						354.66
163741	9/30/2015	0000967	ECOLOGY, WASHINGTON STATE DEPT OF	092915	LABORATORY ACCREDITATION APPLIC	680.00
Total :						680.00
163742	9/30/2015	0000273	EDGE ANALYTICAL, INC	15-17305	TESTING	448.00
				15-17684	TESTING	112.00
				15-18057	TESTING	112.00
				15-18260	TESTING	28.00
				15-18553	TESTING	44.00
				15-18601	TESTING	28.00
				15-18604	TESTING	28.00
				15-18862	TESTING	56.00
				15-19149	TESTING	1,068.00
				15-19903	TESTING	300.00
Total :						2,224.00
163743	9/30/2015	0003252	EMBLEM AUTHORITY	19701	SHOULDER PATCHES	417.00
Total :						417.00
163744	9/30/2015	0000394	EMPLOYERS UNITY, LLC	20267	4TH QTR/UNEMPLOYMENT	330.00
Total :						330.00
163745	9/30/2015	0006497	ENVIRO WEST	5198	ABSORBENT PADS	100.00
Total :						100.00
163746	9/30/2015	0006747	EQUINOX RESEARCH & CONSULTING	11-410-9	PROF SVC/42" OUTFALL	10,894.89
				13-475-9	PROF SVC/WWTP	14,560.91
				13-485-3	PROF SVC/WWTP OUTFALL	2,540.28
Total :						27,996.08
163747	9/30/2015	0003413	FIRE SERVICE BOOKSTORE	300007526	STANDARD FOR AUTOMOTIVE FIRE	68.42

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163747	9/30/2015	0003413 0003413 FIRE SERVICE BOOKSTORE	(Continued)			Total : 68.42
163748	9/30/2015	0000314 FISHERIES SUPPLY COMPANY	3317192		GAUGE	105.76
						Total : 105.76
163749	9/30/2015	0007141 FREEDOM PROPERTIES, LLC	093015		SEP 2015/ANIMAL SHELTER	2,500.00
						Total : 2,500.00
163750	9/30/2015	0004971 FREEMAN, DENISE L	2015-57		UNIFORMS	594.04
						Total : 594.04
163751	9/30/2015	0000355 FRONTIER	007-9244		CURRENT PHONE CHARGES	258.72
			279-0841		CURRENT PHONE CHARGES	83.22
			279-1060		CURRENT PHONE CHARGES	66.27
			279-2236		CURRENT PHONE CHARGES	118.13
			675-2111		CURRENT PHONE CHARGES	70.28
			675-3121		CURRENT PHONE CHARGES	64.50
			675-5190		CURRENT PHONE CHARGES	42.31
			675-6794		CURRENT PHONE CHARGES	59.13
			679-2530		CURRENT PHONE CHARGES	64.50
			679-5551		CURRENT PHONE CHARGES	173.96
			679-8702		CURRENT PHONE CHARGES	73.67
			770-2694		CURRENT PHONE CHARGES	35.11
			770-2715		CURRENT PHONE CHARGES	28.80
						Total : 1,138.60
163752	9/30/2015	0000326 FRONTIER BUILDING SUPPLY	114185		REBAR	17.07
						Total : 17.07
163753	9/30/2015	0000329 GALLS	003993636		BOOTS	135.88
						Total : 135.88
163754	9/30/2015	0000330 GARDNER, TERI	EXP REIMB		EXP REIMB	43.48
						Total : 43.48
163755	9/30/2015	0000349 GRAINGER	9829269498		COUPLING/ELBOW	-207.48
			9830871308		FUSES	65.43
			9831008751		FUSES	213.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163755	9/30/2015	0000349 GRAINGER	(Continued) 9831008769 9839273860 9842517782 9842922735		BARRICADE TAPE BATTERY CEMENT COUPLING/PRIMER CLEANER	261.21 57.72 48.03 64.87 Total : 502.83
163756	9/30/2015	0000999 GRCC/WW	145696		REGISTRATION/ROBINSON	400.00 Total : 400.00
163757	9/30/2015	0000345 GREATER OAK HBR CHAMBER OF COM	090815 090815A 091615 092215		SEP 2015 OPERATIONS REIMBURSEMENT REIMBURSEMENT REIMBURSEMENT	8,333.34 3,600.00 780.99 8,630.10 Total : 21,344.43
163758	9/30/2015	0004974 GREEN LIGHT SOLUTIONS	8337		MAINTENANCE & INSPECTIONS	940.00 Total : 940.00
163759	9/30/2015	0002307 GREEN, BARBARA	1		TRAVEL REFUND	53.00 Total : 53.00
163760	9/30/2015	0003445 HAMMOND, DARLENE	1		TRAVEL REFUND	110.00 Total : 110.00
163761	9/30/2015	0000323 HD FOWLER COMPANY	I4028874 I4039740		ENCODER OUTPUT MODULE ADAPTER	362.44 184.09 Total : 546.53
163762	9/30/2015	0000694 HD SUPPLY WATERWORKS	E419549		BAND	584.38 Total : 584.38
163763	9/30/2015	0007709 HOFFMAN CONSTRUCTION COMPANY	091015 CWFC04 OFC04		PROF SVC/CLEAN WATER FACILITY PF PROF SVC/CLEAN WATER FACILITY PROF SVC/OUTFALL	36,275.66 106,936.94 51,610.21 Total : 194,822.81
163764	9/30/2015	0003095 HOME DEPOT CREDIT SERVICES	1010091		OAK BRWND	28.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163764	9/30/2015	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			1022991		CEDR	1.67
			1026743		HUSKY	21.72
			133816		HENRY	17.27
			1563462		RDGD/GFCI/COVER/TESTER	151.53
			3021251		STUD/OSB	183.01
			3026325		MEN HNDCP	21.70
			3095530		COAXSTRPMEN HNDCP	-14.11
			3593596		UTILITY/3PKAPGLVS	160.62
			4020991		CAULK GUN/HD/CLK/STD	27.12
			4021025		HF	59.68
			4090176		SPR	-16.27
			4584766		BAG ASST	17.94
			5133787		DRFCMT5T/KNF/FLASH	135.26
			5563250		HOSE SAVER/HDX SPR	21.67
			5594073		TWINE/STAKE	27.58
			6580036		BL/VAC	172.83
			8021985		ADAPTERS/CPLG	2.67
			8025598		AIR CIRC/LEVER/FASTENERS	280.12
			8025605		COAXSTRP/WIRETRACER	57.55
			8563650		FOAMULAR/DOOR PULL	75.61
			8585146		60T	86.89
			9583830		RBBUNDRCT	25.63
					Total :	1,545.90
163765	9/30/2015	0005250 HONEYMOON BAY COFFEE ROASTERS	003665		COFFEE SUPPLIES	93.22
			287890		COFFEE SUPPLIES	98.64
					Total :	191.86
163766	9/30/2015	0000396 I-COM	15-UFQ4-7		4TH QUARTER/USER FEES	7,321.90
			15-UFQ4-8		4TH QTR 2015/USER FEES	90,346.11
					Total :	97,668.01
163767	9/30/2015	0005872 IMPAIRED DRIVING IMPACT PANEL	090415		DUI/UNDERAGE DRINKING PREVENTIC	166.67
					Total :	166.67
163768	9/30/2015	0000417 INDUSTRIAL BOLT & SUPPLY	598104-1		HEX/WIRE/TIE/WHEEL	366.11

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163768	9/30/2015	0000417 0000417 INDUSTRIAL BOLT & SUPPLY	(Continued)			Total : 366.11
163769	9/30/2015	0007465 INKTECHNOLOGIES.COM	0883545-IN 0891213-IN		TONER CARTRIDGES TONER CARTRIDGES	118.00 62.00 Total : 180.00
163770	9/30/2015	0000415 ISLAND DISPOSAL	083115 4097613		AUG 2015/RECYCLING RECYCLING	5,008.05 103.43 Total : 5,111.48
163771	9/30/2015	0007910 ISLAND DIVE SERVICES	13 14		FLOATS FLOTATION BLOCKS	446.49 261.36 Total : 707.85
163772	9/30/2015	0000441 ISLAND SYSTEMS	236198 236473		WATER/MARINA WATER/MARINA	21.45 21.45 Total : 42.90
163773	9/30/2015	0007162 JENNINGS, WILL	EXP REIMB		EXP REIMB	159.70 Total : 159.70
163774	9/30/2015	0007965 JOHNSON, STEVEN	2062		MOORAGE REFUND	147.64 Total : 147.64
163775	9/30/2015	0007649 JONES, ALAN	1		TRAVEL REFUND	86.00 Total : 86.00
163776	9/30/2015	0006362 KBA, INC	3002383		PROF SVC/CLEAN WATER FACILITY & (52,001.04 Total : 52,001.04
163777	9/30/2015	0007402 KENDALL, LINDA	1		TRAVEL REFUND	20.00 Total : 20.00
163778	9/30/2015	0007971 KOEGEN, NEILA	1		TRAVEL REFUND	40.00 Total : 40.00
163779	9/30/2015	0002507 KRIEG, DARLENE	091115		SEWER SYSTEM DEVELOPMENT FEE I	1,680.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163779	9/30/2015	0002507 0002507 KRIEG, DARLENE			(Continued)	Total : 1,680.00
163780	9/30/2015	0003990 KUBALSKY, JOYCE	1		TRAVEL REFUND	28.00
						Total : 28.00
163781	9/30/2015	0002227 LABORATORY CORPORATION OF	30217383		INMATE SERVICES	356.00
						Total : 356.00
163782	9/30/2015	0000494 LAKESIDE INDUSTRIES	5103329MB 5103367MB		ASPHALT ASPHALT	1,154.64 555.13
						Total : 1,709.77
163783	9/30/2015	0007972 LANG, CHARLES	1		TRAVEL REFUND	265.75
						Total : 265.75
163784	9/30/2015	0000889 LANGUAGE EXCHANGE	10		INTERPRETER SERVICES	276.25
						Total : 276.25
163785	9/30/2015	0007959 LARSON, MARGARET	1		TRAVEL REFUND	17.00
						Total : 17.00
163786	9/30/2015	0007970 LARZELIER, PATRICIA	1		TRAVEL REFUND	28.00
						Total : 28.00
163787	9/30/2015	0007549 LAWLER, RICK	091415		REIMBURSEMENT	59.08
						Total : 59.08
163788	9/30/2015	0006392 LAWLER, RONALD	TRAVEL ADVANCE		TRAVEL ADVANCE	133.00
						Total : 133.00
163789	9/30/2015	0005996 LEONARDI, CONNIE	1		TRAVEL REFUND	28.00
						Total : 28.00
163790	9/30/2015	0000979 LES SCHWAB	083115		FINANCE CHARGE	7.49
						Total : 7.49
163791	9/30/2015	0004502 LEXISNEXIS RISK DATA MANAGE	1404645-20150831		AUG 2015/MINIMUM COMMITMENT	54.35
						Total : 54.35

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163792	9/30/2015	0007969 LITTLEFIELD, CONNIE	1		TRAVEL REFUND	28.00
Total :						28.00
163793	9/30/2015	0000221 LN CURTIS & SONS	2128653-00 2128891-00 2129190-00		BOOTS SHIRTS FLEECE	106.91 129.35 101.93
Total :						338.19
163794	9/30/2015	0001909 LONG, JAY	1		DRIVING SERVICES	135.00
Total :						135.00
163795	9/30/2015	0000522 LUEHR, TOM	1 1		DRIVING SERVICES DRIVING SERVICES	105.00 72.00
Total :						177.00
163796	9/30/2015	0002449 LUNDGREN, KATHLEEN	1 1A		TRAVEL REFUND TRAVEL REFUND	41.00 28.00
Total :						69.00
163797	9/30/2015	0000524 LYNDEN ICE	119002867		ICE	72.00
Total :						72.00
163798	9/30/2015	0007802 MAC EVENTS AND PROMOTIONS, LLC	090815 091115 091115A		REIMBURSEMENT REIMBURSEMENT REIMBURSEMENT	4,296.56 14,150.00 453.44
Total :						18,900.00
163799	9/30/2015	0001895 MACK, JOAN	1		TRAVEL REFUND	28.00
Total :						28.00
163800	9/30/2015	0002729 MAILFINANCE	N5509515		LEASE PAYMENT	610.53
Total :						610.53
163801	9/30/2015	0000530 MAILLIARD'S LANDING NURSERY	105712 105815 105819 105874 105876		YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE	115.05 129.05 10.00 80.00 20.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163801	9/30/2015	0000530 MAILLIARD'S LANDING NURSERY	(Continued) 105955 106613 106658		YARD WASTE YARD WASTE YARD WASTE	50.00 510.00 40.00
Total :						954.10
163802	9/30/2015	0000660 MARKET PLACE FOOD & DRUG	694678 694801 694810 694818 694819		GROCERIES GROCERIES GROCERIES GROCERIES GROCERIES	232.03 5.94 322.94 317.28 35.84
Total :						914.03
163803	9/30/2015	0005025 MASCOTT EQUIPMENT	345568		DISPENSER LEAK	1,380.81
Total :						1,380.81
163804	9/30/2015	0007306 MASSEY, MEG	EXP REIMB		EXP REIMB	54.34
Total :						54.34
163805	9/30/2015	0006072 MASTER'S TOUCH, LLC	P39972 P41093 P41094		MAY 2015/POSTAGE FOR STATEMENTS AUG 2015/POSTAGE FOR LATE NOTICE AUG 2015/POSTAGE FOR STATEMENTS	2,949.02 459.86 3,032.92
Total :						6,441.80
163806	9/30/2015	0006072 MASTER'S TOUCH, LLC	39431 39972 41093 41094		APR 2015/MAILING SERVICES FOR LAT MAY 2015/MAILING SERVICES FOR STA AUG 2015/MAILING SERVICES FOR LA1 AUG 2015/MAILING SERVICES FOR STA	236.97 896.88 263.27 899.49
Total :						2,296.61
163807	9/30/2015	0000040 MATRIX	608391084		LONG DISTANCE	401.69
Total :						401.69
163808	9/30/2015	0006028 MCI COMM SERVICE	679-3902		LONG DISTANCE	37.47
Total :						37.47
163809	9/30/2015	0007966 MCSHANE, MARK	405		MOORAGE REFUND	211.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163809	9/30/2015	0007966 0007966 MCSHANE, MARK			(Continued)	Total : 211.05
163810	9/30/2015	0004818 MICHAEL BOBBINK LAND USE SRVCS	091515		SEP 2015/HEARING EXAMINER	1,500.00 Total : 1,500.00
163811	9/30/2015	0007968 MORRIS, JACK	2482		MOORAGE REFUND	110.00 Total : 110.00
163812	9/30/2015	0000586 MOTOROLA SOLUTIONS, INC	13078129		CHARGER/BATTERY PACK	419.80 Total : 419.80
163813	9/30/2015	0004423 MUNICIPAL EMERGENCY SERVICES	00660883_SNV 00661921_SNV 00663668_SNV 00668310_SNV		GASKET/SOCKET/PLUG/VALVE ASSY BOOTS BOOTS BOOTS	5,678.70 457.00 230.67 230.62 Total : 6,596.99
163814	9/30/2015	0007670 NETWORKFLEET, INC	OSV000000288823		MONTHLY SERVICE	238.60 Total : 238.60
163815	9/30/2015	0000672 OAK HARBOR ACE	259228 260333 260350 260408 260413 260512 260648 260653 260661 260748 260783 260796 260798 260800 260821 260919 260980 261055		FASTENERS CLAMPS/FASTENERS ADAPTER/COUPLE/ELBOW BULBS/ROD FASTENERS/ROD RSTP WINDEX BULBS/GLUE OIL HOSE/PLUG EXTRACTOR SCREWS COUPLE WALL PLATES/KNOB COUPLE RSTP CABLE TIES PATCH STORAGE BOX	12.57 13.96 4.47 28.23 11.30 97.80 19.54 27.14 20.64 4.10 34.18 1.07 11.60 0.32 5.42 3.24 13.13 17.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163815	9/30/2015	0000672 OAK HARBOR ACE	(Continued)			
			261082		FREIGHT	34.67
			261097		PAINT	29.34
			261174		NIPPLE	4.88
			261226		BLADES/PLIERS	54.32
					Total :	449.29
163816	9/30/2015	0000668 OAK HARBOR AUTO CENTER	001-250505		FULTON	38.48
			001-250512		MINI LAMP	2.40
			001-250513		FULTON	56.35
			001-250523		BATTERY	26.08
			001-250524		MINI LAMP	7.99
			001-250581		FILTERS	24.09
			001-250689		ADHESIVE	5.46
			001-250694		FILTERS	4.08
			001-250708		TUBING	23.10
			001-250830		MINI LAMP	2.87
			001-250834		FILTERS	14.28
			001-250879		AMP FAST ACT	4.11
			001-251035		FILTERS	38.03
			001-251103		LIGHT	81.53
			001-251153		FLEET RUNNER	66.88
			001-251237		FILTERS	13.08
			001-251241		MIRROR	33.10
			001-251312		FILTERS	4.51
			001-251314		FILTERS	9.02
			001-251409		FILTERS	8.82
			001-251412		FILTERS	8.80
			001-251630		CERAMIC/ROTOR	96.90
			001-251775		FILTERS	45.70
			001-251819		COMBO-HEX	6.21
			001-251881		SCRAPER	9.27
			001-251926		FILTERS	4.60
			001-252070		TUBING	0.42
			001-252292		FILTERS	38.84
			001-252334		DRUM/CERAMIC	133.72
			001-252336		HARDWARE	51.61

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163816	9/30/2015	0000668 OAK HARBOR AUTO CENTER	(Continued)			
			001-252339		SEAL	6.70
			001-252345		FILTERS	16.08
			001-252385		BLADE	6.42
			001-252432		FILTERS	229.81
			001-252472		FILTERS	29.61
			001-252548		FILTERS	38.25
			001-252577		FILTERS	4.40
					Total :	1,191.60
163817	9/30/2015	0006743 OAK HARBOR ELKS LODGE	093015		MARATHON SERVICES	3,000.00
					Total :	3,000.00
163818	9/30/2015	0007963 OAK HARBOR PIG FEST	091515		CLAIM	2,712.00
					Total :	2,712.00
163819	9/30/2015	0003092 OAK HARBOR SIGNS	190		BANNERS	32.61
					Total :	32.61
163820	9/30/2015	0003007 OFFICE DEPOT	790284494001 790340881001		SWIVEL ARM TONER	54.58 324.78
					Total :	379.36
163821	9/30/2015	0000665 OFFICEMAX, INC	745160 793720		MOUSE/CHARGERS INK	130.39 59.03
					Total :	189.42
163822	9/30/2015	0002985 PACIFIC TIRE CO. INC	0091264 0091507 0091510 0091511 0091853 0091854 0091855		TIRES TIRES TIRES TIRES TIRES TIRES TIRES	1,322.27 58.59 34.72 901.59 121.52 78.12 262.60
					Total :	2,779.41
163823	9/30/2015	0001615 PART WORKS, INC	411577		PERFORMANCE KIT	89.63

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163823	9/30/2015	0001615 0001615 PART WORKS, INC	(Continued)			Total : 89.63
163824	9/30/2015	0000702 PAYNE, RANDY	EXP REIMB		EXP REIMB	131.00
						Total : 131.00
163825	9/30/2015	0000709 PERS	01124078		AUG 2015/UNFUNDED LIABILITY	26.98
						Total : 26.98
163826	9/30/2015	0007973 PHOENIX SIGN COMPANY	BL-005915		BUSINESS LICENSE REFUND	12.50
						Total : 12.50
163827	9/30/2015	0000710 PLATT ELECTRIC SUPPLY, INC	H594529		ABB	278.82
						Total : 278.82
163828	9/30/2015	0000730 POWELL, JANIS	1		DRIVING SERVICES	108.00
						Total : 108.00
163829	9/30/2015	0004798 POZZANI, SHARI	1		TRAVEL REFUND	28.00
						Total : 28.00
163830	9/30/2015	0000743 PUGET SOUND ENERGY	200000881421		ELECTRICITY/DISPLT	1,007.77
			200000919684		ELECTRICITY/CITY BEACH PARK WIND	10.42
			200000947859		ELECTRICITY/CITY SHOP	1,941.58
			200001097589		ELECTRICITY/1500 S BEEKSMA DR EB/	12.32
			200001884218		ELECTRICITY/1888 NE 5TH AVE PUMP	13.08
			200002036164		ELECTRICITY/30505 ST ROUTE 20	153.44
			200002036719		ELECTRICITY/34777 STATE ROUTE 20 S	66.46
			200002036917		ELECTRICITY/BTWN BAYSHORE DR & I	151.43
			200002037097		ELECTRICITY/2000 SW SCENIC HEIGH	21.62
			200002037261		ELECTRICITY/1780 SW SPRINGFIELD C	10.83
			200002037501		ELECTRICITY/3285 SW SCENIC HEIGH	67.03
			200002170617		ELECTRICITY/552 NW CLIPPER DR	10.22
			200002511539		ELECTRICITY/2075 SW FT	59.44
			200002723381		ELECTRICITY/1500 S BEEKSMA DR CM	170.19
			200003131170		ELECTRICITY/WELL #7	13.47
			200003267636		ELECTRICITY/1000 SE IRELAND ST	14.98
			200003459654		ELECTRICITY/1957 FORT NUGENT RD I	155.67
			200004342099		ELECTRICITY/650 NE 7TH AVE SEWAGI	26.28

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163830	9/30/2015	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200004562878		ELECTRICITY/800 SE MIDWAY BLVD LI1	112.52
			200004856627		ELECTRICITY/1577 NW 8TH AVE	10.22
			200005263310		ELECTRICITY/SMITH PARK	10.22
			200005461666		ELECTRICITY/1500 S BEEKSMA DR WK	13.83
			200005933094		ELECTRICITY/700 SE PIONEER WAY LA	3,575.28
			200006103952		ELECTRICITY/5941 STATE ROUTE 20	12.70
			200007268135		ELECTRICITY/SW ERIE ST SW BARRIN	174.28
			200007702943		ELECTRICITY/700 AV W & MIDWAY	135.95
			200007824192		ELECTRICITY/75 SE JEROME ST	10.22
			200008386993		ELECTRICITY/FABER ST & HARVEST D	10.77
			200008816189		ELECTRICITY/ANNEX	14.97
			200010322895		ELECTRICITY/2330 SW ROSARIO PL	35.75
			200010499248		ELECTRICITY/1948 NW CROSBY AVE	92.17
			200010499446		ELECTRICITY/1661 NE 16TH AVE SWRE	16.39
			200010530240		ELECTRICITY/651 SE BAYSHORE DR LI	69.88
			200010530802		ELECTRICITY/CITY BEACH PARK	16.09
			200010531024		ELECTRICITY/940 SE PIONEER WAY CA	170.52
			200010531172		ELECTRICITY/1300 NE BIG BERRY LOC	10.77
			200010531354		ELECTRICITY/1500 S BEEKSMA DR CAI	124.93
			200010531941		ELECTRICITY/800 SE DOCK ST	93.56
			200010549943		ELECTRICITY/WELL #6	13.47
			200010699706		ELECTRICITY/BALLPK	79.93
			200011316839		ELECTRICITY/SR 20 & 650 AV W	802.39
			200011551930		ELECTRICITY/ADULT CARE CENTER	30.54
			200011579964		ELECTRICITY/285 SE JEROME ST	28.05
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	10.16
			200012278087		ELECTRICITY/FIRE STATION	1,151.03
			200012425357		ELECTRICITY/TREATMENT PLANT	5,344.77
			200012838765		ELECTRICITY/PIONEER PARK	17.09
			200013370750		ELECTRICITY/MARINA	1,510.51
			200013734963		ELECTRICITY/672 CHRISTIAN RD PUMI	2,337.74
			200013968405		ELECTRICITY/1540 SE PIONEER WAY L	104.06
			200014151886		ELECTRICITY/1370 SE DOCK ST	42.91
			200014596478		ELECTRICITY/CITY HALL	921.99
			200015399153		ELECTRICITY/1678 SW 8TH AVE	10.16
			200015618321		ELECTRICITY/600 NE 7TH AVE	102.18

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163830	9/30/2015	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200015685833		ELECTRICITY/287 SE CABOT DR SWRF	62.18
			200017255619		ELECTRICITY/690 SW HELLER RD WTF	303.62
			200017441482		ELECTRICITY/CITY BEACH PARK	1,372.50
			200017575347		ELECTRICITY/1367 NW CROSBY AVE S	90.59
			200017653656		ELECTRICITY/3300 OLD GOLDIE RD PL	65.62
			200017654415		ELECTRICITY/1000 SW THORNBERRY I	163.64
			200017853025		ELECTRICITY/2081 NE 9TH AVE SWRPI	11.46
			200017968427		ELECTRICITY/POLICE STATION	2,915.72
			200019043344		ELECTRICITY/90 SE PIONEER WAY LIG	45.06
			200019500517		ELECTRICITY/1137 NW KATHLEEN DR I	50.75
			200020179194		ELECTRICITY/626 CHRISTIAN RD	10.16
			200020235012		ELECTRICITY/SENIOR CENTER	1,070.58
			200020308330		ELECTRICITY/1500 S BEEKSMA DR KIT	10.22
			200022441113		ELECTRICITY/980 SW MCCROHAN ST I	34.07
			200022988147		ELECTRICITY/TRAILER PK S END	26.80
			200023231067		ELECTRICITY/945 E WHIDBEY AVE #B	20.69
			200023360569		ELECTRICITY/700 W HELLER RD TRAFI	49.27
			200024715845		ELECTRICITY/1285 NE TAFTSON ST LF	29.87
			200025075157		ELECTRICITY/33500 STATE ROUTE 20	195.01
			220000598098		ELECTRICITY/2725 GOLDIE ST	115.37
			220002244337		ELECTRICITY/END OF GUN CLUB ROA	252.51
			220002247165		ELECTRICITY/SW FAIRWAY POINT & S	13.47
			220003651407		ELECTRICITY/101	648.67
			220003735804		ELECTRICITY/275 SE PIONEER WAY	913.13
			220005593946		ELECTRICITY/1770 NE GOLDIE ST PUM	15.09
			220005790955		ELECTRICITY/301 SE PIONEER WAY	173.38
			220007681624		ELECTRICITY/2900 N OAK HARBOR RD	13.19
			300000005003		ELECTRICITY/PARKS	394.33
			300000007421		ELECTRICITY/STREET LIGHTS	13,427.63
			300000007421		ELECTRICITY/STREET LIGHTS	64.48
			300000009906		ELECTRICITY/PARKS	36.00
			300000010409		ELECTRICITY/PARKS	62.76
			300000010458		ELECTRICITY/STREET LIGHTS	214.14
			300000010516		ELECTRICITY/STREET LIGHTS	148.53
			400001037250		POLE RELOCATE	1,053.94

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163830	9/30/2015	0000743 0000743 PUGET SOUND ENERGY	(Continued)			Total : 45,198.66
163831	9/30/2015	0002806 RADIA	901808-RADA		INMATE SERVICES	200.00
			901808-RADA		INMATE SERVICES	120.00
			901808-RADA1		INMATE SERVICES	123.60
			901808-RADA1		INMATE SERVICES	120.00
			901808-RADA2		INMATE SERVICES	250.00
					Total :	813.60
163832	9/30/2015	0007714 RALLS, BETTY	1		TRAVEL REFUND	31.00
			1		TRAVEL REFUND	28.00
					Total :	59.00
163833	9/30/2015	0007885 REDNECK PROPERTIES, LLC	093015		OCT 2015/PARKING LOT RENTAL	1,650.00
					Total :	1,650.00
163834	9/30/2015	0000960 REVENUE, WASHINGTON STATE DEPT OF	090915		SALES/USE TAX	59,644.12
					Total :	59,644.12
163835	9/30/2015	0004654 RILEY, KENNETH	TRAVEL ADVANCE		TRAVEL ADVANCE	248.50
					Total :	248.50
163836	9/30/2015	0002508 RINEY PRODUCTION SERVICES	10-1577		TAPING SERVICES	1,590.66
					Total :	1,590.66
163837	9/30/2015	0003024 ROBBINS, EPHRAIM	TRAVEL ADVANCE		TRAVEL ADVANCE	137.50
					Total :	137.50
163838	9/30/2015	0004528 ROBERTS-EDLIN, LISA	TRAVEL ADVANCE2		TRAVEL ADVANCE	9.50
					Total :	9.50
163839	9/30/2015	0000780 SABALOUSKY, JANET	TRAVEL ADVANCE		TRAVEL ADVANCE	58.00
					Total :	58.00
163840	9/30/2015	0000781 SAFEWAY	726192		GROCERIES	21.95
			802243		GROCERIES	23.46
					Total :	45.41

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163841	9/30/2015	0000791 SCHEER, KEVIN			TRAVEL ADVANCE	137.50
Total :						137.50
163842	9/30/2015	0007800 SEBRIS BUSTO JAMES	59048		PROF SVC/BARGAINING	4,262.60
Total :						4,262.60
163843	9/30/2015	0000809 SENIOR SERVICES OF ISLAND	OH07-2015 OH08-2015		JUL 2015/SENIOR SERVICES AUG 2015/SENIOR SERVICES	1,500.00 1,500.00
Total :						3,000.00
163844	9/30/2015	0007961 SHEPHERD, ROSIE LINDA	090915		PARK RESERVATION FEE REFUND	25.00
Total :						25.00
163845	9/30/2015	0000964 SHERIFFS & POLICE CHIEFS, WASHINGTON	DUES2015-00743		DUES	75.00
Total :						75.00
163846	9/30/2015	0000831 SIX ROBBLEES', INC	14-311398 14-311808		MINIBAR PASS WGT ZN UNCOAT	354.53 69.77
Total :						424.30
163847	9/30/2015	0000814 SKAGIT FARMERS SUPPLY	435200 435314 435679 435731 638702 639988 640884		FENCE POST PROPANE HERBICIDE INSECT KILLER GRAIN SCOOP PROPANE COUPLER/GLOVES/NOZZLES/WASHER	14.12 19.01 128.24 7.60 58.68 20.74 74.83
Total :						323.22
163848	9/30/2015	0004341 SMITH, JACK			TRAVEL ADVANCE	248.50
Total :						248.50
163849	9/30/2015	0000843 SOLID WASTE SYSTEMS, INC	0079858-IN		FILTER	311.53
Total :						311.53
163850	9/30/2015	0000846 SOUND PUBLISHING	753545 WCW639997 WCW655546		AUG 2015/PUBLICATIONS-ACCT#80125 CITY APPLICATIONS CITY ORDINANCES	412.30 140.80 48.59

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163850	9/30/2015	0000846 SOUND PUBLISHING	(Continued) WCW656804 WCW656809		CITY NOTICES CITY APPLICATIONS	43.61 175.69
Total :						820.99
163851	9/30/2015	0000860 STANDARD INSURANCE COMPANY	082115 092115		LIFE/POCFF LIFE/POCFF	358.13 358.13
Total :						716.26
163852	9/30/2015	0003883 STAPLES BUSINESS ADVANTAGE	3274991406 3275557082 3275557083 3275557086 3275557089 3276484818 3276484819 3276484820 3277330382 3277330383 3277330388		HVYDUTYDATE HIGHLIGHTERS/TABS/PADS SWITCH TONER BACKUPS PAPER PAPER CLEANER SPEAKERS TONER WALL MOUNT	56.88 102.94 13.79 365.22 70.64 33.41 12.69 123.15 56.50 76.60 100.31
Total :						1,012.13
163853	9/30/2015	0000863 STERKEL, TIMOTHY	EXP REIMB		EXP REIMB	19.86
Total :						19.86
163854	9/30/2015	0000980 STEVENS, AMY	TRAVEL REIMB		TRAVEL REIMB	154.90
Total :						154.90
163855	9/30/2015	0003749 STUMP, PATRICK L	1 1		DRIVING SERVICES DRIVING SERVICES	120.00 144.00
Total :						264.00
163856	9/30/2015	0000874 SURETY PEST CONTROL	1069522 1069524 1069525 1069528 1069532		PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION	30.44 43.48 38.05 43.48 32.61

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163856	9/30/2015	0000874 SURETY PEST CONTROL	(Continued) 1069543 1073931 1075505 1075855		PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION	30.44 59.79 54.35 59.79
Total :						392.43
163857	9/30/2015	0007265 THOMPSON, ANNA	091615		WELLNESS INCENTIVE	20.00
Total :						20.00
163858	9/30/2015	0000910 TRAFFIC SAFETY SUPPLY CO	102922		FLAG	80.23
Total :						80.23
163859	9/30/2015	0004847 TULL, NANCY	1		TRAVEL REFUND	28.00
Total :						28.00
163860	9/30/2015	0004903 US BANK	4485591001332901		CREDIT CARD PURCHASES	2,109.62
Total :						2,109.62
163861	9/30/2015	0000926 USBLUEBOOK	750195		ELECTRODE	96.10
Total :						96.10
163862	9/30/2015	0000932 VERIZON WIRELESS	9751972610		CURRENT COMM CHARGES	4,909.81
Total :						4,909.81
163863	9/30/2015	0007967 WARD, RICHARD	5439		MOORAGE REFUND	206.78
Total :						206.78
163864	9/30/2015	0001044 WASHINGTON CRIMINAL JUSTICE	20115678		ACADEMY/BROWN	3,063.00
Total :						3,063.00
163865	9/30/2015	0007962 WASHINGTON ENERGY SERVICES	BL-005904		BUSINESS LICENSE REFUND	12.50
Total :						12.50
163866	9/30/2015	0001056 WASHINGTON IRON WORKS, INC	2521		ALUMINUM STEP	184.79
Total :						184.79
163867	9/30/2015	0001052 WASHINGTON STATE PATROL	I16001439		BACKGROUND CHECKS	398.25

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163867	9/30/2015	0001052 0001052 WASHINGTON STATE PATROL	(Continued)			Total : 398.25
163868	9/30/2015	0001055 WATERWORX DIVE SERVICE	091015		UNDERWATER SERVICES	2,660.98
						Total : 2,660.98
163869	9/30/2015	0007872 WEED, GRAAFSTRA & ASSOCIATES, TRUST	39		PROF SVC/GENERAL	11,879.00
						Total : 11,879.00
163870	9/30/2015	0007541 WENDLING, MARY FRAN	1		TRAVEL REFUND	28.00
						Total : 28.00
163871	9/30/2015	0001039 WESTERN PETERBILT, INC	S863558		PIPE/SEAL/CLAMP	568.96
						Total : 568.96
163872	9/30/2015	0005064 WHATCOM COUNTY AS FINANCE	23462		3RD QTR/NW MINI CHAIN	863.75
						Total : 863.75
163873	9/30/2015	0001000 WHIDBEY AUTO PARTS, INC.	260311 260371 260810 261148		SOCKET GASKETS VAC HOSE BEARINGS	13.35 51.09 15.97 54.28
						Total : 134.69
163874	9/30/2015	0000675 WHIDBEY COMMUNITY PHYSICIANS	091015-151 091815-114		PHYSICAL/HUBBARD PHYSICAL/NYDAM	150.00 150.00
						Total : 300.00
163875	9/30/2015	0001005 WHIDBEY GENERAL HOSPITAL	WAD51890 WAD52061		INMATE SERVICES INMATE SERVICES	374.85 5,299.75
						Total : 5,674.60
163876	9/30/2015	0001016 WHIDBEY NEWS TIMES	WN0000218700		SUBSCRIPTION RENEWAL	75.00
						Total : 75.00
163877	9/30/2015	0001017 WHIDBEY PRINTERS	47971 47972 47997 48007		APPLICATION FOR UTILITY SERVICE DOOR HANGERS BUSINESS CARDS/GENERIC BUSINESS CARDS/WARNER	213.60 159.79 97.61 78.10

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163877	9/30/2015	0001017 0001017 WHIDBEY PRINTERS			(Continued)	Total : 549.10
163878	9/30/2015	0007078 WHIDBEY SIGN COMPANY	15525		SIGN	43.48
						Total : 43.48
163879	9/30/2015	0001010 WHIDBEY TELECOM	3893633		CURRENT NET CHARGES	41.45
						Total : 41.45
163880	9/30/2015	0006151 WHIDBEY WEEKLY, LLC	4153		ADVERTISING	900.00
						Total : 900.00
163881	9/30/2015	0007121 WHITFIELD UNTIED INSURANCE	15357		NOTARY BOND/BRAUNSTEIN	100.00
						Total : 100.00
163882	9/30/2015	0001037 WORK OUTFITTERS	50611		BOOTS/WADE	165.96
						Total : 165.96
163883	9/30/2015	0006775 WORKSAFE SERVICE, INC	213297		TESTING	52.00
						Total : 52.00
163884	9/30/2015	0001061 XEROX CORPORATION	701889639		JUL 2015/COPIER RENTAL	4,471.53
						Total : 4,471.53
198 Vouchers for bank code : bank						Bank total : 1,135,295.03
198 Vouchers in this report						Total vouchers : 1,135,295.03

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

Bill No. C/A 4.c
Date: October 6, 2015
Subject: Purchase Authorization-Copier
Replacement for Fire
Department

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing the Mayor to enter into a 60 month contract with Xerox to upgrade the copier at the Fire Department in the amount of \$243.33 a month.

BACKGROUND / SUMMARY INFORMATION

The copier lease at the Fire Department will be expiring in the next couple of months. The new proposal will save \$61.18 a month, for an annual cost savings of \$734.16.

Xerox has provided the City excellent service and having compatibility of supplies throughout the City has been a tremendous help when in need.

Therefore, staff is proposing to enter into a 60 month contract with Xerox to upgrade the copier at the Fire Department in the amount of \$243.33 a month.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$14,600.00 (lifetime cost)

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was reviewed at the City Council Workshop on September 23, 2015.

ATTACHMENTS

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

Bill No. C/A 4.d
Date: October 6, 2015
Subject: Purchase Authorization-Copier
Replacement for City Hall

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing the Mayor to enter into a 60 month contract with Xerox to upgrade the copier in the City Hall mailroom in the amount of \$405.42 a month.

BACKGROUND / SUMMARY INFORMATION

The copier lease in the mailroom will be expiring in the next couple of months. The new proposal will save \$221.59 a month, for an annual cost savings of \$2,659.08.

Xerox has provided the City excellent service and having compatibility of supplies throughout the City has been a tremendous help when in need.

Therefore, staff is proposing to enter into a 60 month contract with Xerox to upgrade the copier in the City Hall mailroom in the amount of \$405.42 a month.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$24,325.00 (lifetime cost)

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was reviewed at the City Council workshop on September 23, 2015.

ATTACHMENTS

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

Bill No. C/A 4.e
Date: October 6, 2015
Subject: Purchase Authorization-
Dumpsters

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing staff to purchase eighteen (18) dumpsters for the Solid Waste Division in the amount of \$13,300.53 from Wastequip.

BACKGROUND / SUMMARY INFORMATION

The City of Oak Harbor Solid Waste Utility has approximately 3409 dumpsters issued to customers. These dumpsters are used by commercial customers for waste collection.

Staff as repaired the dumpsters and even reused parts from other dumpsters, however some dumpsters are beyond repair. In order to keep service to our customers running efficiently, the Solid Waste Division keeps a continual supply of dumpsters available.

Formal bids are not required for this acquisition; however, City Council approval is required per OHMC 2.390.010.

Therefore, staff is requesting to purchase 18 dumpsters from Wastequip in the amount of \$13,300.53

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$13,300.53

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was reviewed at the City Council Workshop on September 23, 2015.

ATTACHMENTS

1. [Wastequip Quote](#)



33710 Oakville Road, Albany, OR, 97321
 PHONE: 800-645-7106 FAX: 541-926-7558
 Quote Number: WQ-0056523

QUOTATION			
Sell To:		Ship To:	
Customer Contact	Steve Bebee	Ship To Name	
Customer Name	City of Oak Harbor	Shipping Address	865 Se Barrington Dr Oak Harbor, WA 98277-3257
Billing Address	865 Se Barrington Dr Oak Harbor, WA 98277-3257	Customer Job Reference	
Email	sbebee@oakharbor.org		
Phone	(360) 279-4764		

Salesperson	Ken Boyovich	Created Date	08/13/2015
Email	kboyovich@wastequip.com	Expiration Date	09/07/2015
Phone	(800) 645-7106	Quote Number	WQ-0056523

Customer Service Contact	Ken Boyovich
Email	kboyovich@wastequip.com
Phone	(800) 645-7106

Product	Product Description	Details	Options	QTY	Unit Price	Extended Price
130278	2 Yard Standard Duty Slant Nestable Front Load Container - Floor: 12 gauge, Walls: 14 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Casters: 6" Rubber Swivel with Quick Release Caster Pads, Primed and Painted Any Standard Color			8	\$472.00	\$3,776.00
160740	6 Yard Standard Duty Slant Front Load Container - Floor: 12 gauge, Walls: 14 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color			10	\$726.00	\$7,260.00

Subtotal	\$11,036.00
Freight (F.O.B)	\$1,200.00
Tax	\$1,064.53
Total	\$13,300.53

Special Instructions and Information

Additional Information
 Special Instructions



Shipping Details

Est. Ship Date	Shipping Terms	Ship Collect
Shipping Instructions	Shipping Terms Details	
Installation Instructions		

Additional Information

Payment Terms	Net 30 Days
Additional Terms	<p>Our quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms and Conditions, including our limited warranties, the terms of which are incorporated herein by reference, which constitutes the entire agreement between the parties. The Wastequip Terms and Conditions are available on our website at: http://www.wastequip.com/terms-conditions.cfm</p> <p>Pricing is based on your anticipated Order, including product specifications, quantities and timing - any differences to your order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an Order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this quotation may not include all applicable taxes, brokerage fees or duties.</p> <p>Wastequip, Toter, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, LLC.</p>

Signatures

Salesperson: _____	Accepted By: _____
	Company Name: _____
	Date: _____
CC: _____	Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

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

Bill No. f.
Date: October 6, 2015
Subject: Purchase Authorization-Diesel &
Unleaded Fuel

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing staff to purchase diesel and unleaded fuel not to exceed \$282,000.00 a year for the 2015-2016 budgets.

BACKGROUND / SUMMARY INFORMATION

The City provides fuel in house to all of the City's fleet. The fuel site is located at the Public Works Facility and consists of two 2,000 gallon tanks for unleaded and one 10,000 gallon tank for diesel fuel.

Per OHMC 2.320.040, a formal bid process is required.

In March of 2009, the City of Oak Harbor began utilizing the State Contract number 00311 for Bulk and Keep-Full/Will-Call. The vendor awarded is Associated Petroleum Products, Inc. of Tacoma. They have excellent customer service and are always available when extra fuel is needed. The State Contract pricing is competitive and their delivery fees are minimal.

Staff is proposing to continue using the State Contract number 00311 for our fuel provider. By using this contract, the State has done the formal bid process on our behalf.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$282,000.00 a year

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was reviewed at the City Council workshop on September 23, 2015.

ATTACHMENTS

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

Bill No. C/A 4.g
Date: October 6, 2015
Subject: Purchase Authorization-Flatbed
Body for Water Division

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing staff to purchase a flatbed body to be installed on the Ford F450 approved by City Council on September 1, 2015 from Northend Truck Equipment Co. in the amount of \$17,539.00 utilizing the City of Seattle's contract number 003205.

BACKGROUND / SUMMARY INFORMATION

On September 1, City Council authorized the revised purchase of a Ford F450 cab and chassis to be used by the Water Division. It was indicated at the workshop in August that staff would be bringing forward the flatbed body that would be installed on the cab and chassis to allow this vehicle to be used in a variety of ways.

Currently the Water Division borrows flatbed trucks from other divisions and with the purchase of the new valve turner in August; a dedicated flatbed truck is needed to make operations efficient and effective.

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

Funds are available for this purchase through the replacement fund and through savings obtained when purchasing the Wachs Tool in August.

Therefore, staff is recommending purchasing a flatbed body to be installed on the Ford F450 by Northend Truck and Equipment, Co. in the amount of \$17,539.00.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$17,539.00

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was reviewed at the City Council workshop on September 23, 2015.

ATTACHMENTS

1. [Northend Truck Equipment Co. Quote](#)

NORTHEND TRUCK EQUIPMENT CO.
14919 - 40 TH AVE. N.E.
MARYSVILLE, WASHINGTON 98271
PH: 1-800-653-6066 FAX: 360-653-0100 -- Visit Our Web Site --- www.northendtruck.com

REF: SEATTLE CONTRACT #003205

TO: SANDRA PLACE
CITY OF OAK HARBOR
FAX: 360-679-3902

AUGUST 28, 2015
REVISED: SEPTEMBER 21, 2015

RE: PRICING & SPEC'S. ON ONE (1 EA.) – NORTHEND TRUCK EQUIPMENT FLATBED
TO BE INSTALLED ON – NEW FORD F450 WITH 84" C/A AND DUAL REAR WHEELS
C/A = 84" DUAL REAR WHEELS

11'-6" STRUCTURAL STEEL FLATBED 96" WIDE
5" LONG SILLS.

3" STRUCTURAL STEEL CHANNEL CROSS-MEMBERS ON 16" CENTERS.

3" x 5" x 1/4" ANGLE SIDE RAILS WITH TAPERED STAKE POCKETS.

7 GA SMOOTH STEEL DECK.

4 POST, TAPERED STEEL HEADBOARD CAB HIGH. 10GA STEEL DIAMOND PLATE LOWER HALF
AND EXPANDED METAL OVER WINDOW AREA.

REMOVABLE 12 GA SOLID STEEL SIDES, FORMED WITH CENTER RIB 12" HIGH WITH TAPERED
STAKES. 2 SECTIONS PER SIDE AND 2 SECTIONS AT REAR W/ SECURING LATCHES.

TWO (2) EA. ASPHALT APRON ONE EACH SIDE, CENTERED OF REAR REMOVABLE SECTIONS.

4 STRAP WINCHES EVENLY SPACED ON DRIVER SIDE. (MOUNT UNDER SIDE RAIL)

ONE FLIP UP STEP PER SIDE AT FRONT WITH GRAB HANDLE MOUNTED ON TAPERED PART OF
HEADBOARD.

24" WIDE REMOVABLE GOAL POST STYLE RACK W/ 6" LUMBER EARS TO MATCH UP WITH 6"
LUMBER EARS ON TAPERED HEADBOARD, PASSENGER SIDE. EXTRA STORAGE POCKET AT
HEADBOARD. SINGLE POST STYLE.

TWO (2) 18X18X36" ALUMINUM FRAME MOUNTED TOOL BOXES.

2" SQUARE RECEIVER HITCH W/SAFETY "D-RINGS" AND LIGHT PLUG (7 WAY FLAT STYLE)

ONE (1) BEACON ECCO #5585A MOUNTED CENTER OF HEADBOARD.

WINCH BAR STORAGE MOUNTED ON DRIVERS SIDE HEADBOARD.

ECCO K7000B BACK UP CAMERA SYSTEM, 7" LCD COLOR MONITOR.

SIX (6) EA. HIDEAWAY WARNING LIGHTS. 2- FRONT, 2-REAR, 2- MIDSHIP.

ALL NECESSARY LIGHTS, REFLECTORS AND MUD FLAPS FOR LEGAL OPERATION.
PRIME COATED WITH BLACK FINISH COAT.

OMAHA STANDARD MODEL # 515 DAE SCISSORS HOIST W/ 8.2 TON CAPACITY
DOUBLE ACTING ELECTRIC HYDRAULIC - POWER UP & DN.

PRICE FOB CITY SHOP. \$ 16,106.00

PRICE DOES NOT INCLUDE ANY APPLICABLE TAXES.

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOU. IF YOU HAVE ANY QUESTIONS, PLEASE DO
NOT HESITATE TO CALL US.

THANKS AGAIN,
BRANDON ALLEN
CITY OF OAK HARBOR

w/ tax 17,539.00

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

Bill No. C/A 4.h
Date: October 6, 2015
Subject: Purchase Authorization-City
Council Video Equipment

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing staff to purchase City Council video equipment in the amount of \$25,261.88 from BH Photo and \$14,079.91 from VMI Video.

BACKGROUND / SUMMARY INFORMATION

In 2004, the City of Oak Harbor acquired funds to purchase the City Council video equipment. Since then, pieces of the equipment have been replaced as they have failed. The majority of the equipment is out of date and is showing signs of wear and tear.

In order to continue to provide quality video productions to be used on the City's website and Channel 10, some of the City Council video equipment components will need to be upgraded.

The crucial pieces have been determined and quotes have been obtained. Attached is the breakout of items that staff is proposing to replace at this time. The replacements were chosen because they will incorporate growth and future capabilities when they become available to the City.

Funds are not budgeted for this acquisition; however, funds are available through tech fund hardware contributions, savings from not upgrading the website and from server and phone system upgrades.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$39,341.79

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Video Equipment Replacement Pricing](#)

VENDOR	ITEM	QUANTITY	COST	SUBTOTAL	TAX	TOTAL
BH PHOTO	SONY CAMERA	5	\$ 3,199.00	\$ 15,995.00	\$ 1,391.57	\$ 17,386.57
BH PHOTO	SONY OUTPUT CARD	5	\$ 1,449.00	\$ 7,245.00	\$ 630.32	\$ 7,875.32
						\$ 25,261.88

Freight

Free

VENDOR	ITEM	QUANTITY	COST	SUBTOTAL	TAX	TOTAL
VMI	LCD PROJECTOR	2	\$ 1,479.00	\$ 2,958.00	\$ 257.35	\$ 3,215.35
VMI	LIVESTREAM 17 INPUT PROD SWITCH	1	\$ 9,857.00	\$ 9,857.00	\$ 857.56	\$ 10,714.56
						\$ 13,929.91

Freight Estimate \$ 150.00

GRAND TOTAL \$ 39,341.79

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

Bill No. C/A 4.i
Date: October 6, 2015
Subject: Purchase Authorization-Lagoon
Anaerobic Cover Repair

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing staff to repair the lagoon anaerobic cover in the amount not to exceed \$15,000.00 from Lemna Technologies, Inc.

BACKGROUND / SUMMARY INFORMATION

On August 29, 2014, during a major wind storm, the lagoon anaerobic cell cover sustained damage at the NW corner. In order to complete the repair, a portion of the HDPE cover will need to be remanufactured and welded in place. The cost is estimated at \$12,277.00, not including tax. A not to exceed limit of \$15,000 will cover taxes and any unforeseen costs.

Staff has placed the order with the manufacturer and installer of the cover in order to have this repair done as soon as possible. The immediate repair is necessary so that there is no disruption to the overall process and in order to minimize the damage before another wind storm occurs.

Staff is following procedure by bringing this purchase authorization forward to City Council for approval after the fact due to the "emergency" nature of this unforeseen event and due to the circumstances beyond the control of our municipality.

This repair will be submitted into the City's insurance company as a claim for damages.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bill No. C/A 4.j
Date: October 6, 2015
Subject: Professional Services Agreement
for the 2016 Whidbey Island
Marathon - Orswell Events LLC

FROM: Doug Merriman, Acting City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize the Mayor to sign a professional services agreement with Orswell Events, LLC for marathon logistical support as outlined in the Scope of Work for an amount not to exceed amount of \$19,500.00.

BACKGROUND / SUMMARY INFORMATION

In 2009, the City Council approved the purchase of the Whidbey Island Marathon event. The Marathon attracts runners from throughout the United States and other countries and is an established event that promotes economic development for the City of Oak Harbor.

Sufficient City resources are not available to provide all of the staff support necessary to run a successful event of this scale. Orswell Events LLC, as they did in 2013, 2014, and 2015, will assist the City in providing special event planning, promotion, production and staffing services for this large-scale event. The services provided by Orswell Events are intended to complement those services provided by the Oak Harbor Elks Lodge in its role as Race Director. Orswell Events LLC has worked with a wide range of clients including corporations, service clubs, networking and membership organizations and municipalities in the Northwest.

The contract for 2016 totals \$19,500. The contract amount is increasing \$2,000 from the 2015 amount due to additional services they will be performing for the Whidbey Island Marathon. The contract includes new course design and the appropriate certifications needed for the full marathon, half marathon, 10K, 5K, and 1K races. These are necessary to safely and properly change the start/finish line areas of the races from the Windjammer Park area due to current and upcoming construction of the Oak Harbor Clean Water Facility.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$19,500

Appropriation Source: Fund #006 – Whidbey Island Marathon

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Proposal - Orswell Events, LLC - 2016 Whidbey Island Marathon](#)
2. [Professional Services Agreement - Orswell Events, LLC - 2016 Whidbey Island Marathon](#)



Special Event Planning, Promotion & Production

Orswell Events, LLC Proposal for Special Event Planning and Production Support of the 2016 Whidbey Island Marathon, Half Marathon, 10K, 5K & 1K Fun Run

BACKGROUND & QUALIFICATIONS

In 2005, Jeff Orswell formed Orswell Events, LLC, offering special event planning, promotion and production services in the Pacific Northwest. With over fifteen years of experience in the special events industry in Seattle, Mr. Orswell has created and produced some of the region's largest events and has built a strong reputation for creativity, reliability and professionalism. Orswell Events prides itself on its staff of experienced special event planning and production professionals as well as a vast network of contracted specialists. Orswell Events manages course operations and logistics for some of the largest running events in the nation and is proud to provide event planning, management and production services for the following events:

- Mercer Island Half Marathon
- Bellevue 5K/10K Run/Walk
- Labor Day Half Marathon & 4 Mile Run/Walk
- Seahawks 12K Run at The Landing
- Alki Beach Run 5K Run/Walk
- Shore Run 5K/10K Run/Walk
- Hot Chocolate 5K/15K Run/Walk
- Seafair Torchlight Run
- Get Your Rear in Gear 5K Run/Walk
- Inland Northwest Craft Beer Festival
- Run With The Fishes 5K Run/Walk
- Everett Craft Beer Festival
- Rock 'n' Roll Seattle Marathon & ½ Marathon
- Rock 'n' Roll Los Angeles Half Marathon
- Rock 'n' Roll D.C. Marathon & ½ Marathon
- Rock 'n' Roll Las Vegas Marathon & ½ Marathon
- Rock 'n' Roll Nashville Marathon & ½ Marathon
- Seattle Sounders FC Rave Green Run
- Head for the Cure 5K Run/Walk
- West Seattle 5K Run/Walk
- Bremerton Summer Brewfest
- Jazz in July Outdoor Concert Series
- Holiday Tree Lighting at The Landing
- UW Bothell Husky 5K Run/Walk

PROPOSAL

Orswell Events, LLC will provide the following to the Whidbey Island Marathon in support of the 2016 Whidbey Island Marathon, Half Marathon, 10K, 5K & 1K Family Fun Run event taking place on Saturday, April 16, 2016:

EVENT PRODUCTION SERVICES, STAFF AND EQUIPMENT

- Orswell Events will work directly with appropriate City of Oak Harbor staff and Race Director to determine a new Marathon, ½ Marathon, 10K, 5K and 1K course for the 2016 event.
- Orswell Events will provide 2-4 course options for appropriate City of Oak Harbor staff and Race Director to review no later than December 1, 2015.
- Orswell Events will advise and guide selection of the best courses for the Whidbey Island Marathon event.
- Orswell Events will take into account the need to eliminate city agency personnel (public works, flaggers, etc.) and limit volunteer personnel while determining new courses and will provide reasoning for each course option
- Orswell Events will certify to USA Track & Field Standards all courses no less than 30 days prior to the event and provide event with certification documents.
- Orswell Events will complete course markings and mile markers for each new course.
- Orswell Events will coordinate with appropriate City of Oak Harbor staff and the Race Director on all required course management activities. Orswell Events is responsible for the development of and oversees the implementation of the traffic control plan for Whidbey Island Marathon events.
 - Coordination with National Barricade Company on order quantity of necessary equipment including: cones, delineators, barricade fencing, traffic control signs, no-park signs, stop paddles, safety vests, etc.
 - Placement before races and collection after races of all cones along all race courses (full marathon, half marathon, 10K, 5K, 1K)
 - Placement before races and collection after races of all traffic control signs and equipment along all race courses. Signs are to be pre-staged, upright and backwards, closest to the intended location as possible per the traffic control plan on Friday, April 15th.
 - *Whidbey Island Marathon to turn all flagging-related signs 15 minutes prior to start of race.*
 - *Orswell Events to collect all signage after races.*
 - *Orswell Events responsible for placement of all traffic control signage.*
 - *Orswell Events to collect after race participants pass through on race day.*
 - *National Barricade responsible for placement and collection of ALL “No-Park” signs along route including HWY 20 & throughout Oak Harbor.*
 - *Orswell Events is responsible for closing all streets immediately before first racer of each event (Marathon, Half Marathon, 10K, 5K, and 1K).*
 - *Orswell Events is responsible for opening all streets immediately after last racer of each event (Marathon, Half Marathon, 10K, 5K, and 1K).*
- Orswell Events is responsible for placement of on-course signage (including mile markers) and collection of equipment behind last participant.
- Orswell Events is responsible for location identification and placement of on-course portable restrooms in coordination with vendor.
- Orswell Events is responsible for management of event start and finish lines including Marathon/Half Marathon, 10K, 5K, & 1K races including:
 - Setup and management of event vendors (timing, restrooms, S/F scaffold, etc.) and finish chute.
 - Orswell Events staff to be onsite at marathon start line to work with event vendors and Race Director to ensure proper setup and coordination of marathon start and finish
- An Orswell Events event production crew of adequate size will be provided, an 8-10 member crew minimum plus a designated, overall event lead (Orswell Events Event Director) to ensure all necessary areas of course are set.
- On-site event course operations direction and management by Orswell Events Event Director.
- Orswell Events to work with event vendors to ensure proper ordering and placement of all on course equipment including:
 - National Barricade, Event Tent/Table/Chair Rentals, On-Course Restrooms, etc.

- Coordination with Race Director to identify all necessary equipment for on-course water stations and first aid/medical stations including list of required items at each location at least 30 days prior to race date.
- Delivery and collection of all required on-course water station equipment and supplies
 - Orswell Events to deliver all equipment and supplies on Friday, April 15, 2016 and collect after last participant on race day, Saturday, April 16, 2016.
 - Orswell Events responsible for load/unload of all on-course event delivery trucks with City of Oak Harbor employees loading palletized equipment as necessary.
 - Orswell Events to work with event on proper order of all necessary equipment trucks.
 - Orswell Events responsible for pick-up, refueling at City of Oak Harbor Public Works pumps, & drop-off of all event equipment trucks.
 - Whidbey Island Marathon will be financially responsible for the rental and refueling costs of the event equipment trucks.

PRE RACE EXPO & PACKET PICKUP

- Orswell Events Staff onsite at event expo Thursday, April 14, 2016 to:
 - Set up equipment within expo including all vendor tables and packet pickup tables.
 - Assist vendors in load-in to their proper locations.

Orswell Events Staff on-site at expo Friday, April 15, 2016 to:

- Assist vendors in loading-in to expo prior to expo start (ORSWELL EVENTS Staff onsite until 1pm).
- Whidbey Island Marathon responsible for staffing & management of expo during expo hours (12noon – 9pm), and teardown/load-out of expo after event ends.
- Orswell Events will be available, if needed, to discuss expo footprint and layout at location to ensure best participant flow.
- Orswell Events will provide best efforts to contact “running industry” exhibitors to inform of and invite to participate in race expo. Orswell Events will provide Whidbey Island Marathon documentation of their attempts of contact for this purpose to include who was contacted, dates contacted, places or type of communication attempted, and number of attempts, etc.

EVENT MARKETING & PROMOTION SUPPORT

- Orswell events will distribute event marketing collateral (promotional posters, brochures, rack cards, etc.) to running retail stores, gyms, recreation centers and other appropriate outlets within the Seattle/King County market. Orswell Events will provide Whidbey Island Marathon documentation of their efforts for this purpose to include who was given materials, date materials were placed, specific location(s) of materials, type of materials distributed, and number of additional materials placed at same location, etc.

FINANCIAL

Orswell Events, LLC will provide the above outlined services and support of the 2016 Whidbey Island Marathon for a performance fee of \$19,500. *

**Whidbey Island Marathon will be responsible for the cost of hotel rooms needed for Orswell Events Staff. Exact hotel room needs to be determined at a later date.*

**Whidbey Island Marathon will also be responsible for all fuel needed for rental trucks during event and will reimburse Orswell Events for any additional spending to fuel trucks during event. It is expected that Orswell Events will first attempt to refuel trucks at the City of Oak Harbor Public Works fuel pumps. In the event that option is not available, Orswell Events will be reimbursed upon providing an itemized receipt for the fuel purchase.*

**Orswell Events would require a non-refundable deposit of \$1,000 to be paid to Orswell Events upon signing of an agreement between the Whidbey Island Marathon organization and Orswell Events in order to secure the services of Orswell Events.*

OTHER

The Whidbey Island Marathon organization will be responsible for the following in addition to the above listed performance fee:

**All permit fees, usage fees, rental equipment fees, production/service/delivery/shipping fees, insurance premiums, postage fees, donations to volunteer groups, costs of food, water, banners, signs, participant shirts, participant bibs, awards and other production supplies, required hotel rooms, fuel, advertising expenses and all other expenses associated with the production of the event will remain the responsibility of the Whidbey Island Marathon organization.*

** Whidbey Island Marathon will be responsible for reimbursing Orswell Events (upon receipt of an itemized invoice) for the cost of any additional equipment/services that Orswell Events is authorized, in advance, by the Whidbey Island Marathon organization to procure for the event.*

**Whidbey Island Marathon will provide the financial support for all necessary/required traffic control equipment and vehicles (box or stake bed trucks) on event day.*

**Whidbey Island Marathon will procure all required/necessary volunteers to serve as course marshals and coordinate plans for deployment and collection of those volunteers along the course.*

**Whidbey Island Marathon shall remain the primary point of contact for the event in all dealings/ coordination with the City of Oak Harbor, Island County, WSDOT and other appropriate municipalities, agencies, etc. and will continue managing the permitting process and communication with the police and transportation/ public works departments unless requested that Orswell Events provides support.*

**Whidbey Island Marathon will list Orswell Events, LLC as an additionally insured party on its insurance policy.*

Orswell Events assumes responsibility for the return of all rental items to the appropriate vendors.

CLOSING

Orswell Events, LLC is a company committed to providing successful event planning, promotion and production services in the Northwest. The pricing in this proposal is valid for 30 days. We are excited about the possible opportunity to partner with you on your event. Please do not hesitate to contact us with any questions regarding this proposal or to request any additional information.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 6th day of October, 2015, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and Orswell Events, LLC, hereinafter referred to as the "SERVICE PROVIDER".

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

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

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

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

1. Scope of Services.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.

The Project shall begin on October 7, 2015, and shall be completed no later than April 30, 2016, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement by submitted invoice in accordance with the payment schedule outline in Exhibit "A" (Scope of Work). Total payment amount will not exceed \$19,500.

4. Reports and Inspections.

4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

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

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

6. Service Provider Employees/agents.

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

7. Hold Harmless/Indemnification.

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

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

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

8. Insurance.

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

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

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

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

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

c. Professional Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.

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

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

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

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

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

9. Treatment of Assets.

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

10. Compliance with Laws.

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

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

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

- 11.2 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 11.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.
- 11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

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

13. Changes.

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

14. Maintenance and Inspection of Records.

14.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Other Provisions.

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

16. Termination.

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

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

17. Notice.

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

18. Attorneys Fees and Costs.

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

19. Jurisdiction and Venue.

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

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

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

21. Entire Agreement.

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

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

CITY:

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

SERVICE PROVIDER:

Orswell Events, LLC
14641 NE 31st St # C8
Bellevue, WA 98007

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 4.h
Date: October 6, 2015
Subject: Approval of Amended Lodging
Tax Advisory Committee
Membership Roster

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approve the amended Lodging Tax Advisory Committee Membership Roster as presented.

BACKGROUND / SUMMARY INFORMATION

Oak Harbor Municipal Code 2.66.030 requires the Council to review the Lodging Tax Advisory Committee (LTAC) membership roster on an annual basis and to make changes as appropriate.

On September 15, 2015, Council approved the Lodging Tax Advisory Committee Membership Roster as presented.

On September 24, 2015, Member Sue Blouin, representing the Chamber of Commerce a lodging tax "user organization", contacted the City Clerk with news that she is unable to serve on the Lodging Tax Committee due to prior commitments. Ms. Blouin offered that Jason McFadyen would be willing to serve in her place. We contacted Jason McFadyen, Board President of the Chamber of Commerce, and he agreed to serve in Ms. Blouin's place.

The membership roster attached is the same as approved by Council on 9/15/15, with the exception that Jason McFadyen is listed in lieu of Sue Blouin.

LEGAL AUTHORITY

Oak Harbor Municipal Code 2.66.030.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

September 15, 2015 Council Meeting

ATTACHMENTS

1. [Proposed LTAC Membership Roster - Amended](#)

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>	<u>Previous Expiration</u>
Bob Lundstrom	Collector 1	12/31/2016	06/30/217
Ron Apgar	Recipient 1	12/31/2016	06/30/217
Pete Franssen	Collector 2	12/31/2017	8/31/2017
Jason McFadyen	Recipient 2	12/31/2017	12/31/2014
Dana Beckman	Collector 3	12/31/2018	8/31/2016
Margaret Livermore	Recipient 3	12/31/2018	6/30/2017

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

Bill No. C/A 4.1
Date: October 6, 2015
Subject: WA State Department of
Enterprise Services - Change
Order Proposal No. 2 for the
Energy Efficiency Project with
Ameresco, Inc.

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize the Mayor to sign Change Order Proposal (COP) No. 2 with WA State Department of Enterprise Services for the Energy Efficiency Project with Ameresco, Inc.

BACKGROUND / SUMMARY INFORMATION

While Northwest Edison was replacing lights and drivers, it was discovered that one of the LED drivers to be replaced was a 480 volt power. During the energy efficiency audit, we reported that the particular LED replacement was 277 volts instead of 480 volt power.

A change order is necessary to cover the extra expenses for replacement of the 480 volt versus 277 volts.

This change order does not delay the Energy Efficiency Project.

LEGAL AUTHORITY

FISCAL IMPACT

\$6,336.17 (including sales tax and professional fees) increase to the total project cost.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Change Order Proposal \(COP\) No. 2](#)

DES Energy Program COP-FA Coversheet

Client Name City of Oak Harbor
 Project Number 2015-233 G
 COP/FA Number COP-2
 Project Title City of Oak Harbor Energy Efficiency
 Date 9/22/2015

Construction			
Northwest Edison - Material to replace AEL Powerdoor assembly for 480v power	\$		4,550.00
Sales Tax on Street Lighting Material @ 9.5%	\$		432.25
Subtotal	\$		4,982.25
Bond	0.00%	\$	-
Construction Subtotal	\$		4,982.25

Professional Services	Percent		
Design	5.0%	\$	249.11
CM	5.0%	\$	249.11
OH&P	15.0%	\$	747.34
Subtotal		\$	1,245.56
Sales Tax	8.70%	\$	108.36
PS Subtotal		\$	1,353.92

Total Cost of Change

\$ 6,336.17

Use contingency funds Use additional owner funds

Acknowledgement of Total Cost of Change		Date
Client		
ESCO	<i>Sam W Roberts</i>	<i>9-22-15</i>
Energy Project Manager		

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

City of Oak Harbor

CLIENT

CONTRACT

NO. 2015-233 G

City of Oak Harbor Energy Efficiency

PROJECT TITLE

COP No. COP-2

PROPOSAL REQUEST

TO: Ameresco (ESCO) PROPOSAL REQUEST DATE: _____

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

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

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

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

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

DATE PROPOSAL REQUIRED: 9/22/2015
(14 days from Request Date, unless other date agreed to)

CHANGE ORIGINATED BY: Gary Robertson

PROPOSAL REQUESTED BY: _____

CONTRACTOR PROPOSAL

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

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

CONTRACT SUM:

- NO CHANGE
 INCREASE
 DECREASE

}

OF Four Thousand Nine Hundred Eighty Two Dollars and Twenty Five Cents \$ 4,982.25
(WASHINGTON STATE SALES TAX NOT INCLUDED)

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

CONTRACT TIME:

- NO CHANGE
 INCREASE
 DECREASE

}

OF _____ CALENDAR DAYS

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

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

Ameresco
ESCO

BY Gary W. Roberts
SIGNATURE

9-22-15
DATE

RECOMMENDATION

TO: The Department of Enterprise Services' Authorizing Signator

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

Gary W. Roberts
ESCO

9-22-15
DATE

E&AS COST VERIFICATION

DATE

CLIENT

DATE

E&AS PROJECT MANAGER

DATE

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

Bill No. C/A 4.m
Date: October 6, 2015
Subject: Resolution 15-29: Amendments
to the Council Rules of
Procedure

FROM: Dr. Merriman, Acting City Administration/ Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approve Resolution 15-29.

BACKGROUND / SUMMARY INFORMATION

On September 23, 2015 Staff presented proposed changes to the Council Rules of Procedure.

The proposed changes stem from the need to update Council Rule No. 17 to accommodate the use of electronic voting with Granicus Legislative Management.

While reviewing the rules to allow for electronic voting, staff noticed other rules that need to be updated for practicality and efficiency. The suggested changes do not impede or limit public or councilmember comments. The edited rules can be viewed in the track changes document attached.

Resolution 15-29 allows for more efficient and transparent council meetings.

LEGAL AUTHORITY

Council has the authority to amend their rules of procedure.

FISCAL IMPACT

NA

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

Presented at the Council Workshop on September 23, 2015.

ATTACHMENTS

1. Proposed Track Changes to the current Council Rules of Procedure



Council Rules of Procedure

Resolution 04-02 March 2, 2004
Amended October 6, 2015

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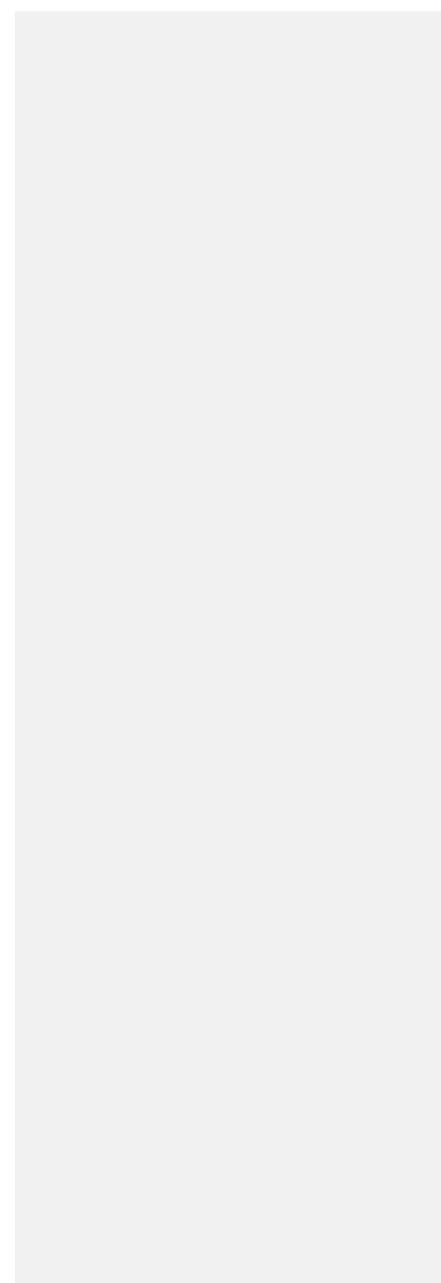
Comment [a1]: History of revisions is listed in Rule 26

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Deleted: - Amended April 17, 2012¶
- - Amended August 8, 2012 - ¶
Amended September 18, 2012¶
Amended December 2012¶
Amended September 3, 2013¶
Amended December 17, 2013¶
Amended March 18, 2014

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Rule No. 1: Purpose - Scope.

The order of procedure and business herein contained shall govern deliberations and meetings of the City Council except as the same may be in conflict with RCW Chapter 35A.12 or other state law and constitutional provisions.

Rule No. 2: Meetings.

- (1) Regular Meetings – Regular meetings will begin at 6:00 p.m. and end not later than 9:00 p.m. unless extended by the majority vote of the Council.
- (2) Special meetings may be called by the Mayor or by a majority of the Council by written notice delivered personally or by mail or email to each Councilmember and the Mayor at least twenty-four hours prior to the time set for the meeting as specified in the notice. Notice of the meeting shall also be posted on the City’s web page. The requirements of the "Open Meeting Law", RCW Chapter 42.30, shall apply in all respects to special meetings of the Council. Councilmembers may consent to personal written notice being placed in Councilmember's mailbox at City Hall; provided, further, in such cases a telephonic, email or personal notice shall be given to each Councilmember.
- (3) Council Attendance – Absences by Councilmembers at regular meetings are subject to the provisions of RCW 35A.12.060. If a Councilmember knows in advance that s/he will be absent at a meeting, the Councilmember should contact the Mayor, City Administrator and/or City Clerk. Following the Call to Order, the presiding officer will inform the Council of the Councilmember’s absence and ask for a motion to excuse the Councilmember from the meeting. The motion is approved by a majority of the Councilmembers present. Councilmembers may also choose to excuse a Councilmember after-the-fact in the same manner.

Rule No. 3: Meetings Public - Executive Sessions.

All regular and special meetings of the Council shall be open to the public. The Council may hold executive sessions from which the public may be excluded for those purposes set forth in RCW 42.30.110 (Open Meeting Law), may order the removal of individuals who are interrupting the meeting as provided in RCW 42.30.050, and may exclude witnesses during investigation of a matter by the Council as provided in RCW 42.30.110.

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Rule No. 4: Quorum - Absent Councilmembers.

- (1) A majority of Councilmembers of the Council shall constitute a quorum at all meetings of the Council, but a less number may adjourn from time to time and may compel the attendance of absent Councilmembers by direction to the Chief of Police under penalty. Once a meeting has been constituted and called to order, no Councilmember present shall absent himself/herself from the same without leave of the presiding officer or a majority of the Council. See Privileged Motion in the current edition of STANDARD CODE OF PARLIAMENTARY PROCEDURE by American Institute of Parliamentarians.
- (2) With prior approval by a majority of the Council and on non-quasi judicial matters only, a Councilmember may participate by an agreed upon electronic means. A Councilmember may participate by this means no more than two times per year.

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Rule No. 5: Presiding Officer - Mayor, Clerk Pro Tempore.

The Mayor shall preside over all meetings of the Council, or, in his/her absence, by the Mayor pro tempore. If the Clerk is absent from a Council meeting, the Mayor or Mayor pro tempore shall appoint a Clerk pro tempore. The appointment of a Councilmember as Mayor pro tempore shall not in any way abridge his/her right to vote upon all questions coming before the Council.

Rule No. 6: Agenda.

- (1) Preparation of Agenda. An agenda for regular meetings shall be prepared by the Mayor and transmitted to the Councilmembers. The agenda shall consist of the business to come before the City Council, but shall not preclude the Council from considering matters in addition to those set forth on said agenda. The heads of the various departments of the City or his/her designee shall report agenda matters and deliver copies of supporting materials to the Mayor in sufficient time for their inclusion on the agenda.

For purposes of discussion, secondary motions and amendments, the placement of an action item on the agenda shall be deemed a motion to adopt the presented agenda item. However, any action on the main agenda item, including adoption as presented, shall require a motion, a second and an affirmative vote of the Council.

For special meetings, a final action may be taken by Council only on items for which notice was provided and which were placed on the agenda.

- (2) Addition of items. Items added to the agenda within 24 hours of the meeting shall be considered only upon approval of a majority of the Council present at the meeting.

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- (3) Order of Business. The order of business should follow as nearly as possible the order of the agenda as follows:

(a) Invocation/Pledge of Allegiance Call to Order (Invocation, Pledge of Allegiance, Excuse Absent Councilmembers)

(b) Honors and Recognitions Approval of Agenda

(c) Approval of Agenda Presentations

(d) Citizen Comment Period (a maximum of 15 minutes). By a majority vote, the Council may extend the Citizen Comment Period

(e) Consent Agenda

(f) Staff, Mayor and Council Comments

(i) City Administrator

(ii) Mayor

(iii) Councilmembers (See OHMC 1.04.020(2) and Rule 11(7))

(g) ~~Ordinances and Resolutions~~ Public Hearings & Meetings

(i) ~~Hearing/Meeting (a maximum of three minutes per public speaker, provided, that the Council may, in its discretion, allow for additional time where the complexity of issues involved requires more time in order to give the public speaker a reasonable opportunity to be heard on the matter)~~

(ii) ~~Passage of any applicable ordinance or resolution~~

(h) ~~Public Hearings/Public Meetings: Ordinances & Resolutions~~

(i) ~~Unfinished Business~~ Contracts & Agreements

(j) ~~New Business~~ Other Items for Consideration

(k) ~~Adjournment~~ Reports & Discussion Items

(l) ~~Executive Session~~

(m) ~~Adjournment~~

The order of business set forth in this section is a guideline and shall not be construed in any way as to limit the order in which the Mayor puts the agenda together. Council may elect to proceed with its business as it deems appropriate upon majority vote.

Deleted: (a) - Invocation/Pledge of Allegiance¶

¶

(b) - Honors and Recognitions¶

¶

(c) - Approval of Agenda¶

¶

(d) - Citizen Comment Period (a maximum of three minutes per speaker for 15 minutes). By a majority vote, the Council may extend the Citizen Comment Period¶

¶

(e) - Consent Agenda¶

¶

(f) - Staff, Mayor and Council Comments¶

- - (i) City Administrator¶

- - (ii) Mayor¶

- - (iii) Councilmembers (See OHMC 1.04.020(2) and Rule 11(7))¶

¶

(g) - Ordinances and Resolutions¶

¶

(h) - Public Hearings

¶

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(i) - Hearing

¶

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¶

(ii) - Passage of any applicable ordinance or resolution¶

¶

(i) - Unfinished Business¶

¶

(j) - New Business¶

¶

(k) - Adjournment.¶

"Public hearing" items listed on the agenda will reference: (1) items that have been scheduled by the City; and (2) that a separate public advertisement has been published announcing the nature of the matter. Public comment, testimony (in the case of quasi-judicial hearings) or other input will be allowed at the time of the hearing.

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Deleted: "Public meeting" items on Council agendas will reference items which Council will take public input on the issue and usually have been scheduled by the Council in open meeting and are not listed as a public hearing. ¶

Rule No. 6A: Consent Agenda.

- (1) The Mayor shall place matters on a Consent Agenda which:
 - (a) have been previously discussed by the Council; or
 - (b) are based on the information delivered to members of the Council by administration which can be reviewed by a Councilmember without further explanation; or
 - (c) are routine or technical in nature so that passage without discussion is likely. These include contract approvals provided the agenda bill lists the dollar amount of the contract, assurances that the amount for the contract is within budget limits, proper bidding processes were followed and how the contractor was chosen.
- (2) The proper Council motion on the Consent Agenda is as follows: "I move to adopt the Consent Agenda, as presented". A second is required. This motion shall be non-debatable and will have the effect of moving to adopt all items on the Consent Agenda. Since adoption of any item on the Consent Agenda implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Agenda. Therefore, prior to the vote on the motion to adopt the Consent Agenda, the Mayor shall inquire if any Councilmember wishes an item to be withdrawn from the Consent Agenda. If any matter is withdrawn, the Mayor shall place the item at an appropriate place on the agenda for the current or a future meeting.

Rule No. 7: Public Hearing Notices and Notice of Preliminary Council Agenda.

See OHMC 1.04.020.

Rule No. 8: Minutes (City Clerk).

The Clerk shall keep minutes of all regular and special meetings where action is taken as part of a correct journal of all proceedings, consistent with OHMC 1.09.030. The Clerk shall assign a number to each ordinance prior to the meeting at which it is to be considered for final passage.

Rule No. 9: Public Discussion.

- (1) No person, not a member of the Council, shall be allowed to address the same while in session without the permission of the presiding officer. A Councilmember who wishes to ask a question of a member of the public shall seek permission from the presiding officer. The presiding officer shall have the authority to limit the time allowed to address the Council. Disorderly persons, including those who do not abide by the rules established, may be removed from the meeting place at the direction of the presiding officer or (a majority of) Council. See RCW 9A.84.030 - Disorderly Conduct.
- (2) Council shall provide opportunity to be heard on all agenda items, ordinances, resolutions and matters concerning budget related items. When allowed, audience participation shall usually be limited to a maximum of three minutes per speaker. No speaker shall be allowed to cede his or her time to another speaker.
- (3) On each agenda item after a description of the matter has been made, the Mayor shall ask if there are any questions or comments by citizens in the audience. After discussion by the Council commences, citizen comment should not be permitted except by permission of the Council. See Rule 11.
- (4) Unless approved by the Mayor prior to the speaker beginning to address the Council, no member of the public may utilize an electronic or video device for purposes of his or her presentation to the Council. This restriction shall not apply to any device which is an accommodation for the speaker's disability.

Rule No. 10: Presiding Officer's Duties.

It shall be the duty of the presiding officer of the Council meeting to:

- (1) Call the meeting to order;
- (2) Keep the meeting to its order of business;
- (3) State each motion and require a second, when applicable, to that motion before permitting discussion;
- (4) Handle discussion in an orderly way:
 - (a) Give every Councilmember who wishes, indicated by a show of hands, an opportunity to speak,

- (b) Keep all speakers to the rules and to the questions,
 - (c) Give pro and con speakers an equal opportunity to speak;
- (5) Put motions to a vote and announce the outcome;
 - (6) Suggest but not make motions for adjournment;
 - (7) Call for short recesses up to 15 minutes;
 - (8) Appoint committees when authorized by law or Council action.

Rule No. 11: Debate/Discussion.

- (1) Councilmembers may speak more than once on the same subject; provided, further, that after each Councilmember wishing to speak has had an opportunity to speak on a subject at least once, that only a majority of Councilmembers present may close debate;
- (2) No Councilmember may speak a second time to a question until every Councilmember choosing to speak has spoken. Each round of debate shall proceed in the same fashion -- i.e., no person shall speak again until all others wishing to speak have been given an opportunity to speak. However, an amendment or any other motion being offered, makes the real question before the assembly a different one, and, in regard to the right to debate, is treated as a new question. The maker of a motion, though he/she can vote against it, should not speak against his/her own motion.
- (3) Unless permitted by a majority, no member may be allowed to speak for more than ten minutes on one agenda item, question or motion.
- (4) When an amendment is pending, the debate must be confined to the merits of the amendment unless it is of such a nature that its decision practically decides the main question.
- (5) Closure of debate.

- (a) The Mayor may close debate after a call for the question has been made by a Councilmember and no one objects to closure or when all Councilmembers have indicated they have completed their discussion. The Mayor cannot close the debate as long as any Councilmember desires to speak.
- (b) Council may close debate by motion and call for the question by motion after each Councilmember has had an opportunity to speak at least once. (See Rule 11(1)).
- (6) Discussion may occur on scheduled agenda items without there being a motion made on the matter. Each Councilmember shall be allowed to speak once before a motion is made so that fewer subsidiary motions and votes will be needed to dispose of a matter.
- (7) Councilmembers may bring up new business or unfinished business and make inquiries of staff without putting the issue in the form of a motion. When asked by the Mayor or another Councilmember, the Councilmember introducing the matter for discussion may put the issue into the form of a motion.
- (8) Discussion should be addressed to the Mayor.

Rule No. 12: Motions in Writing - When.

The presiding officer and any member of the Council may require a motion to be reduced to writing prior to a vote upon the same. All resolutions and ordinances may be in writing before being adopted. Amendments to an ordinance may be reduced to writing before being voted up.

Rule No. 13: Motions - Priority.

- (1) The following order shall be the order of priority for main and subsidiary motions:
 - (a) Adjourn - Recess.
 - (b) Question of privilege.

- (c) Take from the table.
 - (d) Previous question.
 - (e) Postpone to a set time.
 - (f) Refer to a Committee, Commission or Board.
 - (g) Amend.
 - (h) Main question.
- (2) The main motion is lowest in rank.
 - (3) To fix time to adjourn is the highest. When any motion on this list is before the Council, a motion above it on the list is in order, those below it are out of order.
 - (4) Priority of incidental motions is as set out in the current edition of STANDARD CODE OF PARLIAMENTARY PROCEDURE by American Institute of Parliamentarians. (NOTE: Usually, subsidiary motions are permissible to make while considering any other regular business.)

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Rule No. 14: Motions.

- (1) Motions shall be clear and concise and not include arguments for the motion within the motion.
- (2) There shall be no discussion of a motion prior to it being seconded other than to clarify the motion language.
- (3) If a motion does not receive a second, it dies. Motions that do not need a second include: nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order, privilege.
- (4) After a motion and a second, the Mayor will state the names of the Councilmembers making the motion and second. The Mayor, the Clerk or the motion maker shall restate the motion prior to debate.

- (5) After a motion has been made and seconded, the Council may discuss their options on the issue prior to the vote. No further citizen comments may be heard when there is a motion and a second on the floor.
- (6) A motion to table is not debatable and shall preclude all amendments or debate of the issue under consideration. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future regular or special meeting at which time discussion will continue; and if an item is tabled, it cannot be reconsidered at the same meeting. A motion to table may not be used to dispose of a quasi-judicial matter.
- (7) A motion to postpone to a certain time is debatable, is amendable, and may be reconsidered at any regular meeting.
- (8) A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting. A motion to amend a motion to amend is permitted but there is no amendment of amendment of an amendment. Only one motion to amend may be on the floor at any one time.
- (9) The City Attorney, or his/her designee, shall provide information to the Mayor or Council concerning questions of interpretations of these policies and procedures and other questions of a parliamentary nature which may arise at a Council meeting. The City Attorney, or his/her designee, or the City Clerk may interrupt proceedings to provide advice concerning conformance with law and procedure.
- (10) All ordinances shall be prepared or reviewed by the City Attorney, or his/her designee, prior to being placed on the agenda. No ordinance shall be prepared for presentation to the Council unless requested by a majority of the City Council, or the Mayor or the City Attorney.

Rule No. 15: Motions - Debatable and Non-debatable.

The following list shows which motions are debatable and which are not:

To fix time to adjournNon-debatable
 Adjourn - RecessNon-debatable
 PrivilegeNon-debatable
 Take from table Debatable
 Postpone to a set time..... Debatable

Previous questionNon-debatable
 Refer to a Committee, Commission, Board or
 Staff Debatable
 Amend Debatable
 Main question or motion Debatable

Rule No. 16: Motions - 2/3's Vote Required.

Except as provided by state law, only the following motions shall require two-thirds (2/3) vote:

- (1) Suspend rules.
- (2) Previous question unless all members have been allowed to speak at least once in which case only a majority is needed to sustain the previous question.
- (3) Prevent introduction of business.
- (4) Amend these rules during the same meeting the motion to amend these rules is first made.

Rule No. 17: Voting.

- (1) Each Councilmember present must either vote or abstain on all questions put to the Council. Votes may be by "aye", "nay" or abstention as to matters to which the Councilmember may have a conflict of interest. The vote shall be cast utilizing the electronic voting system. If electronic devices are unavailable, the vote shall be by a show of hands. No secret ballots are allowed.
- (2) The Mayor may vote in case of a tie except for the passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money. These matters shall require the affirmative vote of at least a majority of the whole membership of the Council (four Councilmembers).
- (3) When the Council concurs or agrees with an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion.

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Comment [a2]: Language accommodating votes cast by electronic system.

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- (4) Similarly, on matters concerned with the setting of dates for hearings, public meetings, workshops, special meetings for which the Council usually sets the date by formal motion, no formal motion is required, if after the Mayor or a Councilmember suggests a date, there is a consensus by all Councilmembers that the date is acceptable. The Mayor shall summarize the consensus and the matter shall be entered in the record as a Council action by consensus.

Rule No. 18: Adopted Rules of Order.

The current edition of STANDARD CODE OF PARLIAMENTARY PROCEDURE by American Institute of Parliamentarians shall govern the deliberations of the Council, except when in conflict with any of the foregoing rules and state law. Other sections of this text may be resorted to when deciding questions not addressed by constitutional or state law, ordinance or these rules but shall not be deemed rules of this Council or binding.

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Rule No. 19: Quasi-judicial Matters - Site Visits.

Whenever a quasi-judicial matter pending before the City Council involves a specific site, each member of the Council may visit the site prior to the making of a final decision in order to better understand the evidence to be presented. At the public hearing, Councilmembers shall disclose what information was observed.

Rule No. 19A: Quasi-judicial Procedure - Appearance of Fairness

- (1) Prior to staff presentation of a quasi-judicial matter, Councilmembers shall each determine whether the appearance of fairness doctrine requires that the Councilmember recuse himself or herself from sitting on the quasi-judicial matter.
- (2) If the matter is a land-use decision, the Councilmembers shall identify:
- If they have any interest in the property or application;
 - If they own property within 300 feet of the subject property;
 - If they stand to gain or lose any financial benefit as a result of the outcome of the hearing;

- If they have any personal, family or other connection to any party such that their ability to be impartial might be called into question;
- Whether they can hear and consider the application in a fair and objective manner.

- (3) In non-land use quasi-judicial matters, the Councilmember shall identify:
- If they stand to gain or lose any financial benefit as a result of the outcome of the hearing;
 - If they have any personal, family or other connection to any party such that their ability to be impartial might be called into question;
 - If there is any reason why they could not be fair and impartial in deciding this matter.
- (4) Upon disclosure of any of the above potential appearance of fairness concerns, the parties and the public shall be given an opportunity to object to any Councilmember sitting on the quasi-judicial matter based on the appearance of fairness doctrine. Failure to object to a Councilmember sitting on the quasi-judicial matter when offered the opportunity shall constitute a waiver of that objection.
- (5) Councilmembers are encouraged to recuse themselves if they feel there may be an appearance of fairness issue. If an individual Councilmember has determined not to recuse him or herself, the City Council as a whole may, by majority vote, decide that the Councilmember has an appearance of fairness concern which may taint the Council's decision in the pending case and may recuse the Councilmember on those grounds.
- (6) Any Councilmember who recuses him or herself or who is recused shall leave the Council hearing room prior to any testimony or consideration of the quasi-judicial matter.

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Rule No. 19B: Quasi-judicial Procedure - Ex Parte Contacts

- (1) *Ex parte* contacts are contacts about the quasi-judicial matter occurring outside of the open public hearing at which it is decided.
- (2) Every Councilmember shall disclose any *ex parte* contacts he or she had and describe them on the record prior to the quasi-judicial hearing.
- (3) Unless the Councilmember feels that the *ex parte* contact(s) have affected his or her ability to be fair, the fact that the Councilmember has had *ex parte* contacts shall not disqualify a Councilmember PROVIDED that the Councilmember discloses those contacts on the record prior to the quasi-judicial hearing.

- (4) In any case in which a Councilmember has disclosed *ex parte* contacts, any party to the quasi-judicial hearing shall be allowed to rebut the substance of the *ex parte* contact(s) either prior to or during the quasi-judicial hearing.

Rule No. 19C: Quasi-judicial Procedure - Testimony

- (1) Testimony may not be taken in closed record land use appeals. The Council's decision must be based on the evidence in the record created by the Planning Commission or Hearing Examiner (as applicable). If the Council determines that additional evidence is needed in such cases, the Council may send the matter back to the Planning Commission or Hearing Examiner (as applicable) to add evidence to the record.
- (2) In other quasi-judicial matters, the Council may take limited additional evidence but is encouraged to rely upon the record already created.
- (3) Prior to giving testimony, all witnesses shall be sworn on oath to testify fully and truthfully:

"I hereby swear or affirm that the testimony I am about to give shall be the truth and the whole truth."

Rule No. 19D: Quasi-judicial Procedure - Advocacy

- (1) Quasi-judicial hearings are intended to be adversarial, that is, to allow competing points of view to be argued by the proponent(s) and any opponent(s). The City Council shall sit as an impartial decision-maker rather than as an advocate for either position.
- (2) The proponent(s) shall speak first and make any arguments in favor of his or her position as "opening argument". Normally, the proponent(s) shall be limited to ten minutes of opening argument.
- (3) The opponent(s) shall speak after the proponent(s). Normally, the opponent(s) shall be limited to ten minutes of responsive argument.
- (4) Because the proponent(s) has the burden of persuasion, the proponent(s) shall be allowed three minutes of rebuttal to the opponent(s)' argument. Rebuttal shall not introduce any new arguments but shall only reply to the arguments of opponent(s).

- (5) The Mayor or the City Council may allow additional time for argument if either determines that the case would be better understood with additional argument.
- (6) After arguments have concluded, the City Council shall ask any questions Councilmembers have of the parties.
- (7) After testimony, argument and Council questioning has concluded, the Council shall deliberate and make its decision in an open public meeting. If an Executive Session is authorized by state law, the council may adjourn to an Executive Session to the extent authorized by state law but shall make its decision in an open public meeting.

Rule No. 20: Requests for Additional Public Hearings.

Where a public hearing was conducted prior to making a recommendation to the City Council, the City Council may consider holding an additional public hearing.

Rule No. 21: Written Materials Submitted Subsequent to Public Hearings.

Written materials may be submitted to the City Council following the close of a public hearing when authorized by Council on record.

Rule No. 22: Reconsideration of Quasi-judicial Actions.

Any request of motion for reconsideration by a proponent or opponent of a quasi-judicial action of the City Council must be made in writing to the City Clerk. A motion to reconsider such action shall be out of order and shall not be acted upon unless made prior to taking up the start of the City Council agenda at the next regular City Council meeting following the meeting at which the action was taken. During the reconsideration period, no ex parte communication shall be made to any City Councilmember concerning the quasi-judicial action. "Action" shall mean the vote of the City Council expressing a decision even though followed at a later date by passage of an ordinance or resolution.

Rule No. 23: Reconsideration of Actions which are not Quasi-judicial.

A member of the Council may request that the Council reconsider a decision on a matter which is not quasi-judicial in nature. A motion to reconsider must be made during the same meeting as the original action was taken.

Rule No. 24: Ratification.

Only one reconsideration motion shall be allowed. Ratification shall be treated as a main motion and shall be for purposes of correcting procedural or substantive concerns and shall relate back to the date of original action unless the Council otherwise provides.

Rule No. 25: Failure to Follow Rules.

- (1) Failure to follow these rules shall not void any action taken by Council.
- (2) A Councilmember feeling a rule is violated may raise a privileged or incidental motion to seek redress before the Council.

Rule No. 26: Interpretation.

These Rules shall ~~supereede~~ supersede Resolution Nos. 2000-05, 2002-13, 2004-02, 2012-08; and Ordinance Nos. 1621 and 1679; and Council Motions on September 4, 2012, September 3, 2013, and March 18, 2014 concerning Council procedure.

Comment [a3]: Misspelling

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

Bill No. C/A 4.n
Date: October 6, 2015
Subject: Resolution 15-32: Naming the
Leash Free Dog Area as Sunrise
Rotary Dog Park

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approve Resolution 15-32 naming the leash free dog area on NE 21st Court as Sunrise Rotary Dog Park.

BACKGROUND / SUMMARY INFORMATION

In 2002, Island County, through a ten-year Interlocal Agreement with the City of Oak Harbor, established the leash free dog area on Technical Drive (now NE 21st Court). In 2012, Free Exercise Time for Canines and Humans (FETCH) adopted the dog area, paid for half the cost of a port-a-potty and maintained the property for nearly three years. The leash free dog area was informally called the "Technical Drive Dog Park" due to the location, but it was never officially named.

Sunrise Rotary adopted the leash free dog area in June 2015. They have conducted a significant amount of work on the property, which had become overgrown. With the assistance of the adjacent property owners, Corey Johnson, Ron Wallin, Krieg Construction, Mailliard's Landing Nursery and Diamond Rentals, they have cleared brush and blackberry vines, removed 12 dump trucks full of yard waste and created 900 feet of crushed asphalt pathway around the dog area.

Dog owners are responsible for cleaning up after their pets but Sunrise Rotary provides a Mutt Mitt station and stocks it with disposable bags. Rotary also stocks most of the Mutt Mitt stations in other City parks at a cost of about \$3,000 per year. Sunrise Rotary plans to stay committed to this leash free dog area.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

The City of Oak Harbor Park Board, at their September 14, 2015 meeting, voted to approve naming the leash free dog area as Sunrise Rotary Dog Park and forward their recommendation to City Council for approval.

ATTACHMENTS

1. [Resolution 15-32](#)

RESOLUTION NO. 15-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAK HARBOR,
NAMING THE LEASH FREE DOG AREA, LOCATED AT NE 21ST COURT,
AS SUNRISE ROTARY DOG PARK.**

WHEREAS, the City of Oak Harbor Solid Waste Division owns property located at the east end of NE 21st Court; and

WHEREAS, the property located at the end of NE 21st Court is not park property subject to OHMC 1.30; and

WHEREAS, in 2002, the City of Oak Harbor entered into an Interlocal Agreement with Island County allowing the County to establish and maintain an off leash dog area; and

WHEREAS, in 2012, Island County terminated the ten year agreement due to budget constraints; and

WHEREAS, a volunteer group called Free Exercise Time for Canines and Humans (FETCH) adopted the leash free dog area from 2002 to 2005, maintained it and paid half the cost of a port-a-potty; and

WHEREAS, FETCH notified the City of Oak Harbor in April 2015 that they would no longer be able to maintain the dog area; and

WHEREAS, Sunrise Rotary stepped up and adopted the leash free dog area in June 2015 and, enlisting the assistance of many volunteers, has conducted a significant amount of work on the property, clearing brush and blackberry vines, removing yard waste and creating 900 feet of crushed asphalt pathway around the dog area; and

WHEREAS, Sunrise Rotary has provided Mutt Mitt stations and disposable bags for, not only the leash free dog area, but at several parks throughout the City; and

WHEREAS, Sunrise Rotary has made a commitment to remain involved with the improvements and maintenance at the leash free dog area.

NOW, THEREFORE, BE IT RESOLVED that the Oak Harbor City Council hereby authorizes the naming of the leash free dog area on NE 21st Court as SUNRISE ROTARY DOG PARK.

PASSED BY THE OAK HARBOR CITY COUNCIL this _____ day of _____ 2015.

CITY OF OAK HARBOR

Scott Dudley, Mayor

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

Published: _____

City of Oak Harbor
City Council Agenda Bill

Bill No. 6.a
Date: October 6, 2015
Subject: Resolution 15-31: Surplus of
Two Refuse Trucks and One
Curotto Can Attachment

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Hold the public hearing, consider public testimony and approve Resolution 15-31.

BACKGROUND / SUMMARY INFORMATION

Per RCW 35.94.040, a public hearing is required to adopt Resolution 15-31 in order to surplus city property acquired by the utility funds.

The following trucks and attachment will be traded in after the two new front load refuse trucks, approved by City Council on September 1, 2015, have been received:

- #62 2001 Peterbilt Front Load Garbage Truck
- #71 2008 Peterbilt Front Load Garbage Truck
- #E-11 2001 Curotto Can attachment

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was reviewed at the City Council workshop on September 23, 2015.

ATTACHMENTS

1. [Resolution 15-31](#)
2. [Exhibit A- Surplus of Two Front Load Refuse Trucks and One Curotto Can attachment](#)

3. Exhibit A- Surplus of Two Front Load Refuse Trucks and One Curotto Can attachment

RESOLUTION NO. 15-31

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON, DECLARING CERTAIN OBSOLETE PERSONAL PROPERTY SURPLUS AND AUTHORIZING DISPOSAL

WHEREAS, it has been determined that the City has no further use of certain obsolete personal property items; and

WHEREAS, the City Council has determined that these items are surplus to the needs of the City and are no longer required; and

WHEREAS, the fair market value, if any, is determined for the surplus property, and its disposal will be for the common benefit; and

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

- 1) Based upon the findings and the recommendations of the City Council, the certain items of obsolete personal property belonging to the City of Oak Harbor, as shown in Exhibit A, attached hereto, are declared to be surplus to the foreseeable needs of the City.
- 2) It is deemed to be for the common benefit of the residents of the City to dispose of said property.
- 3) The Mayor or his designee is authorized to dispose of items listed in Exhibit A, attached hereto, in a manner that will be to the best advantage and in a manner which will net the greatest amount to the City of Oak Harbor.

PASSED and approved by the City Council this 6th day of October, 2015.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

EXHIBIT "A"

VEHICLE DESCRIPTION	VIN #
#62 2001 Peterbilt Front Load Refuse Truck	1NPZLT0X92D713805
#71 2008 Peterbilt Front Load Refuse Truck	3BPZL00X08F718446
E-11 2001 Curotto Can attachment	

EXHIBIT "A"

VEHICLE DESCRIPTION	VIN #
#62 2001 Peterbilt Front Load Refuse Truck	1NPZLT0X92D713805
#71 2008 Peterbilt Front Load Refuse Truck	3BPZL00X08F718446
E-11 2001 Curotto Can attachment	

City of Oak Harbor
City Council Agenda Bill

Bill No. 8.a
Date: October 6, 2015
Subject: Confirmation of the Employment Agreement for City Administrator Douglas A. Merriman

FROM: Scott Dudley, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

1. Confirm the appointment of Dr. Douglas Merriman as Oak Harbor City Administrator
2. Authorize the Mayor to sign the City Administrator Employment Agreement with Dr. Douglas Merriman

BACKGROUND / SUMMARY INFORMATION

Upon the recent retirement of Dr. Larry Cort, City Administrator, the Mayor desires to bring forward to City Council a new employment agreement appointing Dr. Doug Merriman as City Administrator effective October 7, 2015. Dr. Merriman's curriculum vitae is attached for review.

In addition, attachments to this agenda bill include the proposed Employment Agreement for Dr. Merriman, as well as a copy of the previous employment agreement for Dr. Cort, for comparison purposes.

LEGAL AUTHORITY

2.05.010 Office created.

There is created the office of city administrator, which office shall be filled by appointment by the mayor, subject to confirmation by the city council. The city administrator shall serve at the pleasure of the mayor pursuant to an employment contract proposed by the mayor and approved by the city council.

RCW 35A.11.020

The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights, to fix the compensation and

working conditions of such officers and employees and establish and maintain civil service, or merit systems, retirement and pension systems not in conflict with the provisions of this title or of existing charter provisions until changed by the people

FISCAL IMPACT

The fiscal aspects of the Employment Agreement are included in the City's 2015-2016 Biennial Budget.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Merriman Curriculum Vitae](#)
2. [Proposed Employment Agreement - Merriman](#)
3. [Previous Employment Agreement - Cort](#)

Curriculum Vitae

DOUGLAS A. MERRIMAN, Ph.D

SUMMARY OF QUALIFICATIONS

- ◆ Seasoned executive with proven effectiveness and achievement in strategic management and analysis.
- ◆ Proven strengths in vision development, streamlining organization structure, and team leadership.
- ◆ Proactively protects and cultivates the financial strength and long-term sustainability of the organization.
- ◆ Highly creative and resourceful approaches to obtaining and keeping a highly credible profile within the organization, among peers, and with the public.

LISTING OF PROFESSIONAL EXPERIENCE

DEPUTY CITY ADMINISTRATOR/DIRECTOR OF FINANCE

CITY OF OAK HARBOR, WASHINGTON

1997 to Present

- ◆ Chief Financial Officer responsible for the oversight and administration of the organization's overall financial functions encompassing accounting and budgeting, treasury management and corporate investing, credit and debt structuring, risk management and insurance, taxation, customer receivables and credit collections, internal audit, and information services functions. Oversight responsibility for internal operational and logistical functions including competitive bid processing, records archiving, professional services contracts, administration, and clerical staff/reception. Performs interim City Administrator duties in the absence of the City Administrator.

MANAGER - DEPARTMENT OF BUDGET AND ACCOUNTING SERVICES

CITY OF BELLINGHAM, WASHINGTON

1994 to 1997

- ◆ Chief Accounting Officer responsible for oversight and management of the Budget and Accounting Services Department including all accounting, budgeting, debt management, tax reporting, accounts payable and receivables, and payroll functions. Directed daily work production, resolved departmental issues, and provided professional support and guidance to senior accountants and support staff. Hired, trained, evaluated, and coached all department personnel.

CERTIFIED PUBLIC ACCOUNTANT

JOHN KINGMA & ASSOC., CPAs 1990 to 1993

Worked in public accounting to obtain required experience hours for full licensure as a Certified Public Accountant. Hired on an interim basis by Deloitte and Touche at the manager level to provide audit and management services to financial industry and other corporate clients.

ASSISTANT VICE PRESIDENT / CORPORATE CONTROLLER
INTERWEST SAVINGS BANK

1983 to 1989

Corporate Controller of all corporate-wide accounting, investing, debt management, and financial reporting for Savings Institution of 28 branches located throughout the state of Washington. Responsible for 22 member staff of the corporate Finance Division consisting of all accounting, financial reporting, accounts receivable and payable, payroll, central purchasing, and data processing personnel.

U.S. ARMY PARATROOPER: AIRBORNE INFANTRY June 1976 – June 1979
Units Served: 82nd Airborne Division, Ft. Bragg, North Carolina; 172nd Arctic Brigade, Ft. Richardson, Alaska.

EDUCATION

Walden University

Ph.D - Applied Management and Decision Sciences. 2015.
Dissertation Title: "Cyclical Economic Impacts on Fiscal Imbalance Levels in the United States".
Activities and Societies: Golden Key Honor Society, GPA 4.0

University of Maryland University College

Master of Science in Management, Finance Concentration. 2004.
Activities and Societies: Phi Kappa Phi Honor Society, GPA 4.0

Central Washington University

Bachelor of Science, Accounting. 1983.

United States Military Academy Preparatory School (USMAPS)

Fort Monmouth, New Jersey
1977 – 1978

LICENSES & MEMBERSHIPS

Credentialed Manager (CM-ICMA)

◆ International City/County Management Association

Certified Public Accountant (CPA) - State of Washington

◆ Washington Society of Certified Public Accountants

Certified Fraud Examiner (CFE)

◆ Association of Certified Fraud Examiners

CURRENT & PREVIOUS COMMUNITY ACTIVITIES

- ◆ Greater Oak Harbor Chamber of Commerce - Finance Committee
- ◆ Armed Services YMCA - Board of Directors, Finance Chairman
- ◆ United Way of Island County - Budget and Allocations Committee
- ◆ Oak Harbor Christian School –School Board Member

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF OAK HARBOR, WASHINGTON
AND DOUGLAS A. MERRIMAN**

WHEREAS, Section 2.05.010 of the Oak Harbor Municipal Code provides that the City Administrator of Oak Harbor, Washington, shall be filled by appointment of the Mayor, subject to confirmation by the City Council; and

WHEREAS, the City Administrator serves at the pleasure of the Mayor pursuant to an employment contract proposed by the Mayor and approved by the City Council; and

WHEREAS, the Mayor and City Council desire to employ Douglas A. Merriman as City Administrator; and

WHEREAS, Douglas A. Merriman desires to serve as City Administrator; and

WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by which City shall receive and retain the services of Douglas A. Merriman and to provide for him to remain in such employment, to make possible full work productivity by assuring his morale and peace of mind with respect to future security; to act as a deterrent against malfeasance or dishonesty for personal gain on his part and to provide for terminating his services at such time as he may be unable to fully discharge his duties or when the City may otherwise desire with or without cause to terminate his employ;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1: Introduction. This Agreement, made and entered into this 7th day of October, 2015, by and between the City of Oak Harbor, Washington, a municipal corporation, (hereinafter called “Employer”) and Douglas A. Merriman, (hereinafter called “Employee”) an individual who has the education, training, and experience in local government management and who, as a member and Credentialed Manager (CM-ICMA) of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics.

Section 2: Position. Effective October 7, 2015, the Employer does hereby hire and employ the Employee to perform all the duties and obligations of the City Administrator position in accordance with State statutes, the Oak Harbor Municipal Code Chapter 2.05, applicable City ordinances and policies and to perform such other legally permissible and proper duties and functions generally performed by City Administrators as the Employer shall from time to time assign.

Section 3: Term. This Agreement shall remain in full force and effect from the date hereof until terminated by the Employer or the Employee pursuant to the provisions of this Agreement.

Section 4: Duties and Authority.

- A. Employment. The City hereby employs the Employee as the executive administrative officer of the Employer, and to serve in the regular position of City Administrator for the City of

Oak Harbor. The duties of said position shall be to perform all duties assigned to the position of City Administrator as provided in Chapter 2.05 of the Oak Harbor Municipal Code and the job description together with such other and further duties and special projects as may be assigned to the City Administrator by the City Mayor. The City Administrator shall serve at the pleasure of the City Mayor.

- B. The job description of the City Administrator will be updated within 180 days of the effective date of this Agreement. The Employer and Employee will work together to update the job description and when mutually agreed in writing, it shall without further action of the parties be attached and shall become a part of this Agreement
- C. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or where there may be a conflict of interest between Employee and Employer and otherwise consistent with state law.
- D. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

Section 5: “At will” status. The Employee shall at all times during his employment be considered an At Will employee subject to termination by the City Mayor at any time with or without cause. Nothing in this Agreement shall be construed other than an At Will employment relationship between the City and the Employee and the Employee expressly acknowledges that no contrary representations have been made by the Employer.

Section 6: Compensation. As of the Employee’s effective employment date of October 6, 2015, the Employer agrees to pay the Employee:

- A. As full compensation for services a monthly salary of \$12,106, payable in installments at the same time as all other employees of the Employer are paid. Subject to a positive annual performance review, this salary shall rise 1% (one percent) at the conclusion of each of the first three calendar years of this Agreement. In addition, the rate of pay will be adjusted annually equal to the cost of living and/or cost of market increase given to other nonunion management employees. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee. Adjustments in salary or benefits, if any, shall be made pursuant to a lawful governing body action. In such event, the Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement or an amendment thereto incorporating the adjusted salary or benefits.
- B. In the event that a salary and wage study is conducted the position of City Administrator shall be included.

- C. Benefits: The Employee shall be entitled to a sick leave accrual of one day each per month, vacation leave accrual as set forth in the City Personnel Policies, and ten paid holidays plus one floating holiday of his choice to total eleven paid holidays. In addition the Employee shall continue to have available for his use those vacation and sick leave days which he has earned upon the effective date of this appointment
- D. The Employee shall also receive all other benefits provided by the Employer to regular non-union management employees as such benefits exist now or as they are modified in the future. The following describes certain benefits as they exist at the effective date of this Agreement:
- Medical insurance premium paid 100% and 75% premium paid for spouse and dependent children.
 - Dental insurance premium paid 100% and 75% premium paid for spouse and children.
 - Standard Insurance life insurance policy of \$25,000.00 paid for Employee only.
 - Enrollment in the Washington State Public Employee Retirement System (PERS).

The Employee shall also be entitled to elect other voluntary benefit options as they exist now or as they are modified in the future. The following describes the voluntary benefits as they exist at the effective date of this Agreement:

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability Cancer Care and Critical Illness.
 - Pretax deductions for Unreimbursed Medical expenses and/or Dependent Day Care.
 - Additional self-paid Voluntary Group Life Insurance.
 - Self-paid enrollment in his choice of two Deferred Compensation Plans.
- E. Executive Leave. The Employee shall be entitled to 40 hours of executive leave annually in recognition of hours worked in excess of 40 hours per week participation in community activities and attendance at City Council meetings and other meetings of City boards and commissions. Such leave must be taken in the year granted and may not be carried over.
- F. Retirement. The Employer shall pay into the Washington State Department of Retirement System (DRS) Public Employees Retirement System (PERS) plan, or other retirement plan, for the benefit of the Employee, in accordance with applicable state regulations.
- G. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other non-union management employees or department heads as provided by the Employer's policies, municipal code, ordinances, or personnel rules and regulations, or other practices.
- H. Timing of Payments - Deductions: All payments of salary and benefits shall be made at the same time and on the same date as the City regular payroll. All such payments shall be subject to all required state and federal deductions including income tax, social security, and

any other deduction required and authorized by law. The City agrees to pay all employer contributions to FICA workers compensation and similar programs as required by law.

Section 8: General Business Expense.

- A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/County Management Association (ICMA) and the Washington City/County Management Association (WCMA), and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Subject to approval by the Mayor on a case by case basis, Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA and WCMA Annual Conferences, the Association of Washington Cities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Educational Incentive. Subject to approval of the Mayor on a case by case basis, the Employer agrees to budget and pay for courses in the applicable areas of management at an accredited institution of higher learning to continue the professional development of the Employee, and to enable the Employee to maintain good standing as a Credentialed Manager – International City/County Management Association (CM-ICMA).
- D. Subject to the approval of the Mayor on a case by case basis, Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- E. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The Employee is authorized to disburse such moneys in accordance with standard city policy.
- F. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, subject to approval by the Mayor on a case by case basis, Employer shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in local civic clubs or organizations.

- G. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, mobile phone, and/or tablet computer for business and personal use, for the Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer.

Section 9: Performance Evaluation. The Mayor shall at the conclusion of each calendar year conduct a performance evaluation of the Employee to insure proper conduct of duties and responsibilities, to address City Council concerns, and to assist in improving personal performance. The process, form, criteria, and format for the evaluation will be mutually agreed upon by the Employer and the Employee. The final written evaluation shall be completed and delivered to the employee within thirty (30) days of the evaluation meeting. Salary adjustment referenced in Section 6 shall be subject to a positive performance review.

Section 10: Work Schedule. The Employee is a confidential exempt employee for purposes of the Federal Fair Labor standards Act and as such shall not work a fixed forty hour per week schedule. The Employee shall generally work at Oak Harbor City Hall during regular business hours of the Employer, Monday through Friday, provided that the Employee shall receive time off for holidays according to the holiday schedule customarily observed by the Employer. The Employee may be required to attend all meetings of the Oak Harbor City Council and such other Council Committees, City Boards and Commissions, and staff meetings as requested by the Mayor, or as required by the duties of the position.

Section 11: Termination.

- A. Termination by Employee. In the event the Employee elects to terminate employment with the Employer for any reason, the Employee agrees to provide not less than thirty (30) days notice prior to the effective date of said termination of employment. Notwithstanding, the foregoing notice requirement, nothing shall prevent the Employer, upon receipt of Employee's intent to terminate employment, from compensating the Employee at the rate of the Employee's base salary for the unexpired portion of the thirty (30) days notice and releasing the Employee prior to the expiration date of said notice. Upon voluntary termination, Employee shall be entitled to all pension and all contract rights pursuant to State law and Employer's personnel policies. In addition thereto, Employee shall be entitled to payment equal to the cash value computed at Employee's current salary for all accrued and unused vacation benefits.
- B. Severance for At Will Termination. Should it be the intent of the Employer to terminate the Agreement with Employee, the Employee's official termination date will be not less than thirty (30) days following proper notice of Employer's intent to terminate agreement. In the event the Employee employment with the Employer is terminated for any reason other than those delineated in subparagraph C below, the Employer will provide the Employee with: (i) Severance cash payment equal to six (6) months of the Employee's base salary, after the effective date of termination. The cash payment and reimbursements shall be paid in accordance with the same schedule as the regular Employer payroll and shall be subject to the same mandatory deductions as the Employee salary was prior to termination.

- i. Reference. The Employee shall be entitled to an employment reference from the Employer the language of which shall be agreed upon by the parties provided that in the event the parties cannot agree on the form of the reference the Employer will provide only the dates of the Employee employment the last position held the last salary received the fact that the Employee is no longer employed by the Employer.
- C. Termination by Resignation or for Cause. The severance package provided for in 11(B) above shall not be available to the Employee if the termination of the Employee employment with the City is due to:
 - i. Resignation - The Employee voluntary resigns from employment. For purposes of this paragraph voluntary resignation means a resignation of employment resulting from the free choice of the Employee and not the result of a suggestion to resign in lieu of termination made by formal action of the Oak Harbor City Mayor or City Council or by the creation of work conditions that are so difficult or unpleasant that a reasonable person in the Employee position would feel compelled to resign.
 - ii. Misconduct. Criminal misbehavior, abuse of public office, or other gross misconduct, including but not limited to fraud, deceit, embezzlement, theft of funds or property, assault, or sexual racial or other harassment.
- D. Construction. The severance package provided in subparagraph 11 (B) above shall not be construed as an extension of the Employee employment beyond the termination date. The Employee shall not during the period between the termination date and the end of the severance payments accrue any additional sick leave vacation leave or other benefit accorded active City employees

Section 12: Outside Activities. The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may, subject to the approval of the Mayor, elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 13: Bonding. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 14: Liability Insurance. The Employer agrees to cover the Employee on the Employer liability insurance policies to the same extent as any regular employee of the Employer is covered for acts, errors, or omissions within the scope of employment. All such liability insurance coverage shall be provided at the Employer's sole cost and expense.

Section 15: Indemnification. The Employer agrees to hold harmless and indemnify the Employee from any and all costs risk or liability associated with or arising out of acts or failures to act which are performed within the scope of his employment as the Employee including the reasonable cost of legal defense by counsel appointed by the City or its insurance carrier as applicable. This promise to indemnify shall exclude other acts, errors or omissions outside the scope of Employee's employment and criminal acts of the Employee and acts or failure to act which would constitute an intentional

tort or intentional wrongdoing knowingly committed by the Employee without the express direction of the Employer. This promise to hold harmless and indemnify shall survive beyond the employment of the Employee with the City of Oak Harbor in order that the Employee shall be held harmless indemnified and defended in the future for all acts taken as the Employee subject to the limitations contained herein.

Section 16: Notices. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

- (a) EMPLOYER: City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277
- (b) EMPLOYEE: Douglas A. Merriman
865 SE Barrington Drive
Oak Harbor, WA 98277

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: General Provisions.

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective on October 7, 2015.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.
- E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

F. Amendments. This agreement may be amended at any time by mutual agreement of the Employer and the Employee. Any amendments are to be negotiated, and be in accordance with the provisions of the Oak Harbor Municipal Code. This Agreement may only be amended in writing.

Dated this 7th day of October, 2015.

For the Employer:

Employee:

D. Scott Dudley, Mayor

Douglas A. Merriman, City Administrator

Attest:

Anna Thompson, City Clerk

**OAK HARBOR
CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

THIS AGREEMENT effective January 1, 2013, by and between the City of Oak Harbor, hereinafter referred to as “City”, and Larry E Cort, hereinafter referred to as “City Administrator”

WHEREAS, the City Administrator has been selected by the Mayor to undertake the duties of the position of City Administrator based on the demonstrated highest level of professional services he has provided as Interim City Administrator; and

WHEREAS, the City Administrator position, respecting both tradition and law in accordance with Section 2.34.055 OHMC, serves pursuant to an employment contract; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions for the position of City Administrator and, in doing so, to provide inducement to the City Administrator to remain in this position; and

WHEREAS, the City Council has confirmed the Mayor’s appointment of Larry E Cort as City Administrator for the City of Oak Harbor; and

WHEREAS, the City Administrator agrees to serve in that capacity with terms and conditions specified as set forth below;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the terms and conditions hereinafter set forth, the parties agree as follows:

1. Employment. The City hereby employs the City Administrator to serve in the regular position of City Administrator for the City of Oak Harbor. The duties of said position shall be to perform all duties assigned to the position of City Administrator as provided in the job description and the Oak Harbor Municipal Code, together with such other and further duties and special projects as may be assigned to the City Administrator by the City’s Mayor. The City Administrator shall serve at the pleasure of the City’s Mayor.
2. Duration of Employment. This Employment Agreement shall become effective on January 1, 2013, and shall continue indefinitely thereafter unless sooner terminated by the parties as provided in paragraphs 3 and 4 below.
3. “At Will” – Termination by the City. The City Administrator shall at all times during his employment be considered an “At Will” employee, subject to termination by the City’s Mayor at any time with or without cause. Nothing in this Agreement shall be construed other than an “At Will” employment relationship between the City and the City Administrator and the City Administrator expressly acknowledges that no contrary representations have been made by the City.

4. Resignation – Termination by the City Administrator. The City Administrator reserves the right to resign from employment at any time with or without cause. The City Administrator agrees to give the City thirty (30) day's notice prior to the effective date of any such resignation.

5. Compensation: The City Administrator shall be compensated for services rendered during the term of this Agreement as follows:
 - a. Base Salary. The City Administrator shall receive a monthly salary of \$11,080. This salary shall rise 1% at the conclusion of each of the first three years of this Agreement. In addition, the rate of pay will be adjusted annually equal to the cost-of-living and/or cost-of-market increase given to other non-union management employees.

 - b. In the event that a salary and wage study is conducted, the City Administrator position shall be included.

 - c. Benefits. The City Administrator shall be entitled to a sick leave accrual of one day each per month, vacation leave accrual as set forth in the City Personnel Policies, and ten paid holidays plus one floating holiday of his choice, to total eleven paid holidays. In addition, the City Administrator shall continue to have available for his use those vacation and sick leave days which he has earned upon the effective date of this appointment.

The City Administrator shall also receive all other benefits provided by the City of Oak Harbor to regular employees as they exist now or as they are modified in the future. The following describes the benefits as they exist on the effective date of the Agreement:

- Medical insurance, premium paid 100% and 75% premium paid for spouse and dependent children
- Dental insurance, premium paid 100% and 75% premium paid for spouse and children
- Standard Insurance life insurance policy of \$25,000 paid for employee only
- Enrollment in the Washington State Public Employee Retirement System (PERS).

The City Administrator shall also be entitled to elect other voluntary benefit options as they exist now or as they are modified in the future. The following describes the voluntary benefits as they exist on the effective date of the Agreement:

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness
 - Pre-tax deductions for Unreimbursed Medical expenses and/or Dependent Day Care
 - Additional self-paid Voluntary Group Life Insurance
 - Self-paid enrollment in his choice of two Deferred Compensation Plans
- d. Executive Leave. The City Administrator shall be entitled to 40 hours of executive leave annually in recognition of hours worked in excess of 40 hours per week, participation in community activities and attendance at City Council meetings and other meetings of City

boards and commissions. Such leave must be taken in the year granted and may not be carried over.

- e. Timing of Monthly Payments – Deductions. All monthly payments of salary and benefits shall be made at the same time and on the same date as the City’s regular payroll. All such monthly payments shall be subject to all required state and federal deductions, including income tax, social security, and any other deduction required and authorized by law. The City agrees to pay all employer contributions to FICA, worker’s compensation, and similar programs as required by law.

- 6. The City Administrator Work Schedule. The City Administrator is a confidential, exempt employee for purposes of the Federal Fair Labor standards Act and as such shall not work a fixed forty hour per week schedule. The City Administrator shall generally work at Oak Harbor City Hall during regular business hours of the City, Monday through Friday, provided, that the City Administrator shall receive time off for holidays according to the holiday schedule customarily observed by the City. The City Administrator is also required to attend all meetings of the Oak Harbor City Council and such other Council Committee, City Board, Commission and staff meetings as requested by the Mayor or as required by the duties of the position.

7. Severance Package.

- a. Severance for At Will Termination. In the event the City Administrator’s employment with the City is terminated for any reason other than those delineated in subparagraph (b) below, the City will provide the City Administrator severance payment for a period of six months (6) months after the effective date of termination. The monthly amount shall be paid in accordance with the same schedule as the regular City payroll, and shall be subject to the same mandatory deductions as the City Administrator’s salary was prior to termination.

- i. Reference. The City Administrator shall be entitled to an employment reference from the City, the language of which shall be agreed upon by the parties, provided, that in the event the parties cannot agree on the form of the reference, the City will provide only the dates of the City Administrator’s employment, the last position held, the last salary received, the fact that the City Administrator is no longer employed by the City.

- ii. Unemployment Benefits. The City will not oppose any unemployment benefit claims made by the City Administrator.

- b. Termination by Resignation or for Cause. The severance package provided for in subparagraph (a) above shall not be available to the City Administrator if the termination of the City Administrator’s employment with the City is due to:

- i. Resignation. The City Administrator’s voluntary resignation from employment. For purposes of this paragraph, “voluntary resignation” means a resignation of employment resulting from the free choice of the City Administrator and not the result of a suggestion to resign in lieu of termination made by formal action of the

Mayor or City Council or by the creation of work conditions that are so difficult or unpleasant that a reasonable person in the City Administrator position would feel compelled to resign;

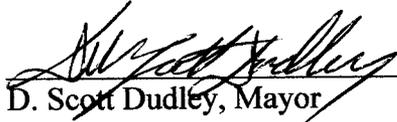
- ii. Misconduct. Criminal misbehavior, abuse of public office, or other gross misconduct, including, but not limited to, fraud, deceit, embezzlement, theft of funds or property, assault, or sexual, racial, or other harassment; or
 - c. Construction. The severance package provided in subparagraph (a) above shall not be construed as an extension of the City Administrator's employment beyond the termination date. The City Administrator shall not, during the period between the termination date and the end of the severance payments, accrue any additional sick leave, vacation, leave, or other benefit accorded active City employees.
8. The City agrees to pay the reasonable professional dues and subscriptions necessary for continuation, enrollment and full participation of continued education in the city administration profession. In addition, the City may pay for membership in such other associations or organizations, and may reimburse the City Administrator for attendance at annual conferences or the same and for such other professional development activities as the Mayor may approve and as may be annually budgeted by the City Council.
 9. The City agrees to cover the City Administrator on the City's liability insurance policies to the same extent as any regular employee of the City is covered for acts, errors, or omissions within the scope of employment. All such liability insurance coverage shall be provided at the City's sole cost and expense.
 10. The City of Oak Harbor agrees to hold harmless and indemnify the City Administrator from any and all costs, risk or liability associated with or arising out of acts or failures to act which are performed within the scope of his employment as the City Administrator including the reasonable cost of legal defense by counsel appointed by the City or its insurance carrier, as applicable. This promise to indemnify shall exclude only criminal acts of the City Administrator and acts or failure to act which would constitute an intentional tort or intentional wrongdoing knowingly committed by the City Administrator without the express direction of the Mayor of the City of Oak Harbor. This promise to hold harmless and indemnify shall survive beyond the employment of the City Administrator with the City of Oak Harbor in order that the City Administrator shall be held harmless, indemnified and defended in the future for all acts taken as the City Administrator subject to the limitations contained herein.
 11. Severability. If any paragraph, sentence, clause or phrase of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, said invalidity or unenforceability shall not affect the validity or enforceability of any other paragraph, sentence, clause or phrase, and to that end the terms and conditions set forth in this Agreement shall be severable.
 12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the terms and conditions of the City Administrator's employment by the City and no other agreements or understandings, oral or otherwise, exist or shall be deemed binding

upon the parties. The Agreement may be amended only by a written instrument duly executed by both parties.

Dated this 4th day of December, 2012.

For the City of Oak Harbor:

City Administrator:

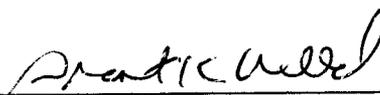

D. Scott Dudley, Mayor


Larry E Cort

Attest:


Nacelle Heuslein, Interim City Clerk

Approved as to form:


Grant Weed, Interim City Attorney

City Administrator Employment Contract.doc