



CITY COUNCIL AGENDA

865 SE Barrington Drive, Oak Harbor, WA 98277

May 19, 2015

6:00 p.m.

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

2. **HONORS AND RECOGNITIONS**
 - a. Proclamation for National Public Works Week (May 17-23, 2015)

3. **PRESENTATIONS**
 - a. Deception Pass Sail and Power Squadron - Jeff Campbell (Former Commander)

4. **APPROVAL OF AGENDA**

5. **CITIZEN COMMENT PERIOD**

6. **CONSENT AGENDA**
 - a. Minutes of the Regular City Council meeting held on May 5, 2015
 - b. Approval of Accounts Payable and Check Numbers
 - c. Reappointment of Danny Paggao and Bob Severns to the LEOFF 1 Disability Board
 - d. Reappointment of Dee Harbour to the Parks Board
 - e. Resolution 15-12: Revising Resolution 15-08 regarding City-owned Surplus Property
 - f. Ordinance 1730: Amending OHMC 3.64.110 "Booking fee" and Resolution 15-16: Amending the OHPD Fee Schedule
 - g. NE 4th Avenue water line replacement – Authorization to Bid

7. **STAFF, MAYOR AND COUNCIL COMMENTS**
 - a. City Administrator – Waste Water Treatment Plant Staff Update
 - b. Mayor
 - c. Councilmembers

8. **ORDINANCE AND RESOLUTIONS**

9. **PUBLIC HEARINGS/PUBLIC MEETINGS**
 - a. Resolution 15-15: Mangat Annexation Petition

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



CITY COUNCIL AGENDA

865 SE Barrington Drive, Oak Harbor, WA 98277

May 19, 2015

6:00 p.m.

10. UNFINISHED BUSINESS

- a. Resolution 15-14: WWTP – Use of property underlying the Whidbey Island Bank Building after Construction

11. NEW BUSINESS

- a. Authorize Landed Gentry water main over-sizing reimbursement for Fairway Point 3
- b. Discussion regarding RV Park location plan and estimated timeline for completion
- c. Select three (3) Voting Delegates for the AWC Business Meeting on June 25, 2015 at the Wenatchee Convention Center

12. EXECUTIVE SESSION

- a. Property Acquisition

13. ADJOURNMENT

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

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

Thank you for participating in your City Government!

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

PROCLAMATION IN RECOGNITION OF

***NATIONAL PUBLIC WORKS WEEK
MAY 17 - 23, 2015***

WHEREAS, Public Works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of Public Works systems and programs such as water, sewers, storm drain, streets, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skill of Public Works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff our Public Works Department is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, this year's theme "Community Begins Here" speaks to the essential nature of Public Works services in support of everyday quality of life.

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim, **May 17 - 23, 2015** as **National Public Works Week**.

Signed this 19th day of May, 2015

Scott Dudley, Mayor

Oak Harbor City Council
Regular Meeting Minutes
May 5, 2015

CALL TO ORDER

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

ROLL CALL

City Council Present:

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

Staff Present:

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

Mayor Dudley and Councilmember AlMBERG were absent.

CALL TO ORDER

Pastor Michael Hurley of Life Church gave the invocation, and Mayor Pro Tem Paggao led the Pledge of Allegiance.

Motion: Councilmember Munns moved to excuse Councilmember AlMBERG, seconded by Councilmember Servatius, unanimously approved.

HONORS AND RECOGNITIONS

Proclamation in Recognition of Oak Harbor Centennial Year

Councilmember Beth Munns read the Proclamation in Recognition of Oak Harbor Centennial Year, accepted by City Administrator Dr. Cort.

Proclamation in Honor of National Nurses Week 2015

Councilmember Jim Campbell read the Proclamation in Honor of National Nurses Week 2015. Captain Cormier and Lieutenant Angela Kelly received the proclamation.

Proclamation in Recognition of National Bike to School Day

Councilmember Servatius Proclamation in Recognition of National Bike to School Day
Mike Plush, President of the Whidbey Island Bicycle Club, accepted the Proclamation.
Mr. Plush announced local events scheduled with the Bicycle Club.

Public Works Director Cathy Rosen recognized Richard Fakkema for 10 years of service. Mr. Fakkema received the City fleece and pin.

Mrs. Rosen recognized Otto Lawson for 15 years of service and Mr. Lawson accepted the City fleece and pin.

PRESENTATIONS

Bennett Harris, President, provided a brief presentation of Toastmasters International – Whidbey Sounders Club.

APPROVAL OF AGENDA

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

CITIZEN COMMENT PERIOD

Mayor Pro Tem Paggao opened the Citizen Comment Period at 6:27 p.m.

Citizens Speaking

Christine Cribb, Executive Director of the Chamber of Commerce
Hal Hovey

The Citizen Comment Period ended at 6:34 p.m.

CONSENT AGENDA

- a. Minutes of the Regular City Council meetings held on April 7, 2015 and April 21, 2015; and Workshop held April 22, 2015
- b. Approval of Accounts Payable and Check Numbers
- c. Purchase Authorization – Vehicle Replacements
- d. Purchase Authorization – Valve Rebuilds
- e. Purchase Authorization – Progator and Sprayer
- f. Interlocal Agreement – Acceptance of Washington State Military Department Homeland Security Grant (#E15-194)
- g. Resolution 15-04: Labor Agreement between City and Oak Harbor Firefighters Local 4504 IAFF
- h. Resolution 15-10: Reclassification of Paid on Call Employees
- i. Resolution 15-13: Fire Department Structure
- j. Ordinance 1728: OHMC 1.30 Sale or Exchange of Real Property

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

STAFF, MAYOR AND COUNCIL COMMENTS

City Administrator

Wastewater Treatment Plant Staff update

Presented by City Engineer Joe Stowell

City Council asked Mr. Stowell questions regarding the costs involved with the project.

Dr. Cort announced that the Oak Harbor Centennial Celebration will kick off on May 14, 2015. The Fire Department will host an open house from 2:00- 6:00 p.m. on May 14th.

The Whidbey Island Marathon 2015 report from the Oak Harbor Elks will be presented at the June 2, 2015 City Council Meeting.

Mayor

Mayor Pro Tem Paggao introduced the new art present in the City Council Chambers, by Artist Rainy Lindell. Ms. Lindell is a resident of Coupeville, WA.

Councilmembers

Councilmember Munns announced that the AWC convention registration is open. Ms. Munns informed the public that the High School Wildcat Sailing Team received the Sportsman of the Year Award.

Councilmember Severns is working on new methods to support entrepreneurs in Oak Harbor. Mr. Severns asked for a letter of recommendation from the City for the Mainstreet Committee, to be addressed to Washington Trust for Historic Preservation and Washington Mainstreet Program.

Councilmember Campbell spoke to the success of Holland Happening and thanked all who helped with the event.

Councilmember Servatius commented that he will be volunteering in the North Whidbey Fire practice burn.

Motion: Councilmember Servatius moved to instruct staff to prepare an agenda item to discuss the current status of the RV park location plan, and estimated timeline for completion to be presented at the May 19, 2015 Council Meeting, motion seconded by Councilmember Severns.

Dr. Cort responded that staff would have some information available to Council regarding the RV location on May 19th.

Councilmember Hizon requested information of staff on how to improve the crosswalk located at Pioneer in front of PBY Memorial, and a frequently crossed area at Barron Drive and Highway 20 near Whidbey Coffee and Seven Eleven.

ORDINANCE AND RESOLUTIONS

PUBLIC HEARINGS/PUBLIC MEETINGS

Resolution 15-14: WWTP – Use of property underlying the Whidbey Island Bank Building after Construction

City Engineer Joe Stowell provided the staff report via power point.

Mayor Pro Tem Paggao opened the item for public comment at 7:26 p.m.

Citizens Speaking

Hal Hovey

Franji Christian

Mayor Pro Tem closed comment period at 7:28 p.m. after all comments ended.

City Engineer Joe Stowell answered questions from the public and City Council.

Mayor Pro Tem Paggao called a five minute recess at 7:35 p.m., and reconvened the meeting at 7:41 p.m.

Councilmembers made additional comments on proposed Resolution 15-14.

Motion: Councilmember Munns moved to delay the decision on [Resolution 15-14] until the May 19, 2015 Council Meeting with further information provided by the staff, seconded by Councilmember Campbell, motion passed by majority vote.

Councilmember Servatius voted against the motion.

UNFINISHED BUSINESS

NEW BUSINESS

Wastewater Treatment Plant - Department of Natural Resources Lease related to the Outfall Construction

Staff report presented by City Engineer Joe Stowell

Mayor Pro Tem Paggao opened the item for public comment at 8:33 p.m., no comments, closed comment period at 8:33 p.m.

Wastewater Treatment Plant - Department of Natural Resources Lease related to the Outfall Construction

Motion: Councilmember Hizon moved to authorize the Mayor to sign Department of Natural Resources 51-090779 for construction of the outfall project, motion seconded on Councilmember Campbell, unanimously approved.

Professional Services Agreement with KBA for Construction Management Services related to the Waste Water Treatment Plant

Staff report presented by City Engineer Joe Stowell

Mayor Pro Tem Paggao opened the item for public comment at 8:42 p.m., no comments, closed comment period at 8:42 p.m.

Professional Services Agreement with KBA for Construction Management Services related to the Waste Water Treatment Plant

Motion: Councilmember Servatius moved to authorize the Mayor to sign a Professional Service Agreement with KBA, Inc. on a time and materials basis not to exceed \$295,500.00. Motion seconded by Councilmember Severns, unanimously approved.

Wastewater Treatment Plant - Carollo Engineers Consultant Agreement Amendment No. 11 related to the Outfall Construction

City Engineer Joe Stowell provided the staff report.

Mayor Pro Tem Paggao opened the item for public comment at 8:49 p.m.

Citizens Speaking

Hal Hovey

Comment period closed at 8:50 p.m.

Wastewater Treatment Plant - Carollo Engineers Consultant Agreement Amendment No. 11 related to the Outfall Construction

Motion: Councilmember Hizon moved to authorize the Mayor to sign Contract Amendment No. 11 with Carollo Engineers in the amount of \$201,876.00, increasing the total contract amount from \$7,907,388.00 to \$8,109,264.00. Motion seconded by Councilmember Servatius, motion passed unanimously.

City Council set a Special Workshop Meeting on Monday 19, 2015 from 3:00 p.m. to 5:00 p.m. to discuss proposed Resolution 15-14.

ADJOURN

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

Meeting adjourned at 8:58 p.m.

Anna M. Thompson, City Clerk

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

Bill No. C/A 6.b
Date: May 19, 2015
Subject: Approval of Accounts Payable
and Check Numbers

FROM: Dr. Merriman, Director of Finance

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

I move to approve:

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

BACKGROUND / SUMMARY INFORMATION

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

The following Voucher and Check Numbers are submitted for approval:

Accounts Payable Voucher Numbers:

- Voucher Numbers 162273 through 162476 in the amount of \$856,116.50.

Payroll Check Numbers:

- Direct Deposit check numbers 34502 through 34629.
- EFT check numbers 709 through 711 through.
- Payroll check numbers 98011 through 98024.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162273	4/30/2015	0000490 LABOR & INDUSTRIES, WASHINGTON STATE	043015		LABOR & INDUSTRIES	120.28
					Total :	120.28
162274	4/30/2015	0000055 ASSOCIATION OF WASHINGTON	34767		2014 RETRO PROGRAM	12,695.89
					Total :	12,695.89
2 Vouchers for bank code :		bank			Bank total :	12,816.17
2 Vouchers in this report					Total vouchers :	12,816.17

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162275	5/4/2015	0005840 DUDLEY, SCOTT	TRAVEL ADVANCE		TRAVEL ADVANCE	104.00
Total :						104.00
162276	5/8/2015	0000066 AWC EMPLOYEES BENEFITS TRUST	050815		PREMIUMS	131.89
Total :						131.89
162277	5/8/2015	0000860 STANDARD INSURANCE COMPANY	043015		LONG TERM DISABILITY	4,496.01
Total :						4,496.01
162278	5/13/2015	0007449 A-1 PERFORMANCE, INC	22723		WAX	246.09
Total :						246.09
162279	5/13/2015	0007332 ADAMSON POLICE PRODUCTS	INV173747		MIC W/QUICK RELEASE	185.77
Total :						185.77
162280	5/13/2015	0000424 ALL BATTERY SALES AND SERVICE	72242240		BATTERIES	361.16
Total :						361.16
162281	5/13/2015	0000028 ALL ISLAND LOCK & KEY	23834 49818 49822 50903		KEYS KEY LOCK CHANGE KEYS LOCK REPAIR	13.59 80.09 90.22 48.92
Total :						232.82
162282	5/13/2015	0000042 ANACORTES, CITY OF	900-9080-00 901-9080-01 901-9080-02		APR 2015/WATER PURCHASED APR 2015/WATER PURCHASED APR 2015/WATER PURCHASED	118,345.00 1,021.65 9,235.18
Total :						128,601.83
162283	5/13/2015	0002044 ANACORTES.NET/HOW IT WORKS	47475 47496		WEBSITE SERVICES WEBSITE MAINTENANCE	121.25 71.25
Total :						192.50
162284	5/13/2015	0007077 ANDREWS, SARA	050415		PUBLIC DEFENSE	300.00
Total :						300.00
162285	5/13/2015	0003091 ANDRICOS, JOANN	1		TRAVEL REFUND	30.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162285	5/13/2015	0003091 0003091 ANDRICOS, JOANN	(Continued)			Total : 30.00
162286	5/13/2015	0005001 ARAMARK	1987942924		UNIFORM SERVICES	17.92
			1987942925		UNIFORM SERVICES	29.32
			1987942926		UNIFORM SERVICES	12.44
			1987942927		UNIFORM SERVICES	22.71
			1987942928		UNIFORM SERVICES	20.03
			1987942929		UNIFORM SERVICES	42.31
			1987942930		UNIFORM SERVICES	11.89
					Total :	156.62
162287	5/13/2015	0004019 ASSOCIATED PETROLEUM PRODUCTS	0733871-IN		FUEL	8,630.34
					Total :	8,630.34
162288	5/13/2015	0000159 AT&T MOBILITY	287249477751X0424201		AIRCARDS	488.22
					Total :	488.22
162289	5/13/2015	0000065 AVOCET ENVIRONMENTAL TESTING	1500817-IN		TESTING	122.00
			1501128-IN		TESTING	122.00
					Total :	244.00
162290	5/13/2015	0004733 BARRON HEATING & AIR COND, INC	162812		FAN REPAIR	293.49
					Total :	293.49
162291	5/13/2015	0000082 BAYSHORE OFFICE PRODUCTS, INC	0657948-001		CHAIRMAT	276.05
					Total :	276.05
162292	5/13/2015	0000083 BAZA, ALVIN	050615		WELLNESS INCENTIVE	20.00
					Total :	20.00
162293	5/13/2015	0000084 BEBEE, STEVE	TRAVEL ADVANCE		TRAVEL ADVANCE	101.00
					Total :	101.00
162294	5/13/2015	0005453 BIXBY, SUE	1		TRAVEL REFUND	62.00
					Total :	62.00
162295	5/13/2015	0000103 BLADE CHEVROLET, INC	159060		CONTROL	205.01
			159506		BELT KITS	264.15

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162295	5/13/2015	0000103 0000103 BLADE CHEVROLET, INC			(Continued)	Total : 469.16
162296	5/13/2015	0004631 BLAKE, KAY	050715 1		TRAVEL REFUND TRAVEL REFUND	31.00 50.00 Total : 81.00
162297	5/13/2015	0002310 BODACH, CHARLENE	1		TRAVEL REFUND	32.00 Total : 32.00
162298	5/13/2015	0002551 BOS, BRYON	050615		WELLNESS INCENTIVE	20.00 Total : 20.00
162299	5/13/2015	0003097 BOYER, TALLIE	050615		WELLNESS INCENTIVE	20.00 Total : 20.00
162300	5/13/2015	0007824 BRADY, CAROLYN	050415		CPL FEE REFUND	40.75 Total : 40.75
162301	5/13/2015	0006215 CAROLLO	0140918		PROF SVC/WASTEWATER TREATMENT	231,727.71 Total : 231,727.71
162302	5/13/2015	0005251 CARROTHERS, COOKIE	1		TRAVEL REFUND	50.00 Total : 50.00
162303	5/13/2015	0005208 CARTER, SERLOYD	050615		WELLNESS INCENTIVE	20.00 Total : 20.00
162304	5/13/2015	0000160 CENTRAL WELDING SUPPLY	A27218 A27260 AN35133		CUTTING ATTACH SHIELD NOZZLES/ELECTRODES	32.42 176.96 194.21 Total : 403.59
162305	5/13/2015	0004819 CHERRY, KIMBERLY	050615		WELLNESS INCENTIVE	20.00 Total : 20.00
162306	5/13/2015	0000172 CHRISTIANS TOWING STORAGE	29525 29626		TOWING SERVICES TOWING SERVICES	194.57 194.57

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162306	5/13/2015	0000172 0000172	CHRISTIANS TOWING STORAGE	(Continued)		Total : 389.14
162307	5/13/2015	0004520	COASTAL WEAR PRODUCTS	5565	GUTTER BROOMS	816.04
						Total : 816.04
162308	5/13/2015	0007655	COBAN TECHNOLOGIES, INC	9986	HD CAM	27,205.44
						Total : 27,205.44
162309	5/13/2015	0005773	COMCAST	8498300270032002 8498300270032028 8498300271046803	CABLE XFINITY INTERNET	115.39 13.47 235.93
						Total : 364.79
162310	5/13/2015	0001891	COMFORT INN AUBURN	25132722	HOTEL ACCOMMODATIONS/PRICE	349.20
						Total : 349.20
162311	5/13/2015	0000197	CONCRETE NORWEST	124396	0160A	180.17
						Total : 180.17
162312	5/13/2015	0000202	COREY OIL COMPANY	53808	OIL ADDITIVES	154.40
						Total : 154.40
162313	5/13/2015	0002302	COUNTRYWIDE FENCE CENTER	15440	FENCE	325.50
						Total : 325.50
162314	5/13/2015	0007074	COX, GENEVIEVE	050615	WELLNESS INCENTIVE	20.00
						Total : 20.00
162315	5/13/2015	0000220	CUMMINS NORTHWEST, INC	001-52344	GASKET/SEAL	76.46
						Total : 76.46
162316	5/13/2015	0000247	DIAMOND RENTALS	1-500608-40 1-500619-40 1-509920-24 1-515826-15 1-521401-7 1-521402-7 1-522682-6	PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES	49.95 49.95 49.95 49.95 49.95 99.90 49.95

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162316	5/13/2015	0000247 DIAMOND RENTALS	(Continued)			
			1-525642		PORTABLES	174.95
			1-525643		PORTABLES	49.95
			1-525644		PORTABLES	49.95
			1-525645		PORTABLES	49.95
			1-525646		PORTABLES	49.95
			1-525647		PORTABLES	49.95
			1-525780		PORTABLES	85.00
					Total :	909.30
162317	5/13/2015	0002311 DICKEY, CHARLENE	1		TRAVEL REFUND	32.00
					Total :	32.00
162318	5/13/2015	0005840 DUDLEY, SCOTT	TRAVEL REIMB		TRAVEL REIMB	582.59
					Total :	582.59
162319	5/13/2015	0000257 DUTCH MAID CLEANERS	1088		LAUNDRY SERVICES	5.98
					Total :	5.98
162320	5/13/2015	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	2015-RS-WAR045554		REGIONAL STORMWATER MONITORIN	16,131.00
					Total :	16,131.00
162321	5/13/2015	0000273 EDGE ANALYTICAL, INC	15-07226		TESTING	422.00
					Total :	422.00
162322	5/13/2015	0000279 EMPLOYMENT SECURITY, WASHINGTON ST. 945052-10-7			1ST QTR 2015/UNEMPLOYMENT	7,788.28
					Total :	7,788.28
162323	5/13/2015	0007381 ENGEL, DONNA	1		TRAVEL REFUND	400.00
					Total :	400.00
162324	5/13/2015	0000283 ENTENMANN-ROVIN COMPANY	0107968-IN		155-R TT FLAT W/PIN BADGE	117.50
					Total :	117.50
162325	5/13/2015	0001666 ENVIRO-CLEAN EQUIPMENT	4882911		SPRINGS	157.67
					Total :	157.67
162326	5/13/2015	0006747 EQUINOX RESEARCH & CONSULTING	13-475-7		PROF SVC/WWTP	16,020.27

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162326	5/13/2015	0006747 EQUINOX RESEARCH & CONSULTING	(Continued) 15-517		PROF SVC/4TH AVENUE WATERLINE	4,495.71
Total :						20,515.98
162327	5/13/2015	0002900 FASTENAL	WAOAK19743 WAOAK19917 WAOAK19942 WAOAK19961		THIN HST BULK PKG/GALV GALVE TOILET PAPER	9.09 118.09 72.24 1,110.13
Total :						1,309.55
162328	5/13/2015	0000304 FERGUSON ENTERPRISES, INC	0459794		CVR 36X60 DUP LSG204 24 DISCH IP	6,931.80
Total :						6,931.80
162329	5/13/2015	0007405 FISCHER, MARIA	1 1		TRAVEL REFUND TRAVEL REFUND	32.00 31.00
Total :						63.00
162330	5/13/2015	0000355 FRONTIER	240-2350 279-1060 675-1568 675-1669 675-5190 675-6858 679-0500 679-1640 679-1651 679-1789 679-2530 679-2628 679-3902 679-8477		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	1,322.51 69.40 231.12 69.25 47.16 63.92 68.08 64.07 63.92 64.07 69.25 360.85 68.20 89.49
Total :						2,651.29
162331	5/13/2015	0000326 FRONTIER BUILDING SUPPLY	107591 108058 108065 108109		NAILS/TKNOT CEDAR STAKES/FIR STAKES FIR	147.35 85.31 12.07 43.48

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162331	5/13/2015	0000326 0000326 FRONTIER BUILDING SUPPLY	(Continued)			Total : 288.21
162332	5/13/2015	0000325 FRONTIER FORD	118913		REMOVAL SERVICE	48.83
						Total : 48.83
162333	5/13/2015	0000329 GALLS	003424182		PINS	92.40
						Total : 92.40
162334	5/13/2015	0001706 GARDNER, PAT	EXP REIMB EXP REIMB		EXP REIMB EXP REIMB	342.00 3,502.39
						Total : 3,844.39
162335	5/13/2015	0000340 GIFFORD, KATHY	050615		WELLNESS INCENTIVE	20.00
						Total : 20.00
162336	5/13/2015	0004784 GLUTH, BRAD	TRAVEL ADVANCE TRAVEL ADVANCE		TRAVEL ADVANCE TRAVEL ADVANCE	147.50 147.50
						Total : 295.00
162337	5/13/2015	0002940 GRAY & OSBORNE, INC	13518.00-0000024 15463.00-0000002		PROF SVC/WATER SYSTEM IMPROVEM PROF SVC/DECEPTION PASS BRIDGE	1,585.81 13,408.66
						Total : 14,994.47
162338	5/13/2015	0002747 GUARDIAN SECURITY	575788 575900 575901 580789		ALARM MONITORING ALARM MONITORING ALARM MONITORING ALARM MONITORING	966.00 221.75 363.43 300.01
						Total : 1,851.19
162339	5/13/2015	0004126 HABEEB, HEATHER	1		TRAVEL REFUND	200.00
						Total : 200.00
162340	5/13/2015	0007236 HAMMOND, JACOB	050615		WELLNESS INCENTIVE	20.00
						Total : 20.00
162341	5/13/2015	0000323 HD FOWLER COMPANY	I3906258		TEE/CORP STOP/ADAPTERS	466.35
						Total : 466.35

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162342	5/13/2015	0005515 HDR ENGINEERING, INC	00440711-H		PROF SVC/UTILITY RATE AND FEE UPL	551.19
					Total :	551.19
162343	5/13/2015	0000382 HELTSLEY, RAY	EXP REIMB		EXP REIMB	68.00
					Total :	68.00
162344	5/13/2015	0001251 HEWLETT-PACKARD COMPANY	55803724 55803725 55803726		PROMO800EDT PROMO800EDT PROMO800EDT	977.21 977.21 977.21
					Total :	2,931.63
162345	5/13/2015	0007709 HOFFMAN CONSTRUCTION COMPANY	043015 050615		PROF SVC/OAK HARBOR CLEAN WATE BUSINESS LICENSE DUPLICATE PAYMI	59,142.46 25.00
					Total :	59,167.46
162346	5/13/2015	0005250 HONEYMOON BAY COFFEE ROASTERS	343780 544930		COFFEE SUPPLIES COFFEE SUPPLIES	93.22 106.20
					Total :	199.42
162347	5/13/2015	0006520 HOPKINS, CAMERON	050615		WELLNESS INCENTIVE	20.00
					Total :	20.00
162348	5/13/2015	0000392 HUBBARD, SCOTT	050615		WELLNESS INCENTIVE	20.00
					Total :	20.00
162349	5/13/2015	0001910 HUGHES, BETTY	1		TRAVEL REFUND	30.00
					Total :	30.00
162350	5/13/2015	0000394 HUMAN RESOURCE SERVICES	042415		MAY 2015/UNEMPLOYMENT SERVICES	110.00
					Total :	110.00
162351	5/13/2015	0000253 ID TECHNOLOGY SERVICES	1504071 1504074 1504077		TABLET MONITORS DOCKING STATION	1,594.57 428.39 210.71
					Total :	2,233.67
162352	5/13/2015	0000417 INDUSTRIAL BOLT & SUPPLY	587131-1		PRIMER/MENDER/ELBOW/BOLTS	528.04

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162352	5/13/2015	0000417 0000417 INDUSTRIAL BOLT & SUPPLY	(Continued)			Total : 528.04
162353	5/13/2015	0000401 ISLAND COUNTY AUDITOR	0082933		FILING FEE	77.00 Total : 77.00
162354	5/13/2015	0000410 ISLAND COUNTY SOLID WASTE	043015		APR 2015/TIPPING FEES	76,152.85 Total : 76,152.85
162355	5/13/2015	0000411 ISLAND COUNTY TREASURER	050415		CRIME VICTIM COMPENSATION	210.59 Total : 210.59
162356	5/13/2015	0000415 ISLAND DISPOSAL	050115 3970845		APR 2015/RECYCLING RECYCLING	4,548.30 102.41 Total : 4,650.71
162357	5/13/2015	0000435 ISLAND HEATING & A/C, INC	0000073027		MOTOR	190.48 Total : 190.48
162358	5/13/2015	0000438 ISLAND PAINT & GLASS	29422		CLEAR TEMP INSTALLED	331.54 Total : 331.54
162359	5/13/2015	0000441 ISLAND SYSTEMS	233111 233406		WATER/MARINA WATER/MARINA	30.75 18.45 Total : 49.20
162360	5/13/2015	0000445 JACKSON HIRSH, INC	0915889		LAMINATING SUPPLIES	313.19 Total : 313.19
162361	5/13/2015	0007604 JANSEN, JOSH	050615		WELLNESS INCENTIVE	20.00 Total : 20.00
162362	5/13/2015	0000454 JET CITY EQUIPMENT RENTAL	20358		DUMPING	21.74 Total : 21.74
162363	5/13/2015	0005771 JOHNSON, HAROLD	1		TRAVEL REFUND	21.00 Total : 21.00
162364	5/13/2015	0007649 JONES, ALAN	1		TRAVEL REFUND	62.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162364	5/13/2015	0007649 0007649 JONES, ALAN			(Continued)	Total : 62.00
162365	5/13/2015	0006771 JURASSIC PARLIAMENT	042115		TRAINING	290.00 Total : 290.00
162366	5/13/2015	0002279 KENDALL, JOHN	1		TRAVEL REFUND	64.00 Total : 64.00
162367	5/13/2015	0007827 KRUM, GLENDA	1		TRAVEL REFUND	50.00 Total : 50.00
162368	5/13/2015	0002227 LABORATORY CORPORATION OF	48009309		TESTING	48.50 Total : 48.50
162369	5/13/2015	0001662 LEDGERWOOD, MARIANNE	TRAVEL REIMB		TRAVEL REIMB	96.00 Total : 96.00
162370	5/13/2015	0005277 LEE, STEPHANIE	050615		WELLNESS INCENTIVE	20.00 Total : 20.00
162371	5/13/2015	0005996 LEONARDI, CONNIE	1 1A		TRAVEL REFUND TRAVEL REFUND	50.00 33.00 Total : 83.00
162372	5/13/2015	0000979 LES SCHWAB	41400181759 41400182488		TIRE PRESSURE MONITORING TIRE PRESSURE MONITORING	232.70 232.70 Total : 465.40
162373	5/13/2015	0004502 LEXISNEXIS RISK DATA MANAGE	1404645-20150430		APR 2015/MINIMUM COMMITMENT	54.35 Total : 54.35
162374	5/13/2015	0000950 LICENSING, WASHINGTON STATE DEPT OF	050415		CONCEALED WEAPONS PERMITS	1,155.00 Total : 1,155.00
162375	5/13/2015	0007826 LOFTUS, NATHAN	050515		UB REFUND	352.02 Total : 352.02
162376	5/13/2015	0001909 LONG, JAY	1		DRIVING SERVICES	141.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162376	5/13/2015	0001909 0001909 LONG, JAY			(Continued)	Total : 141.00
162377	5/13/2015	0002623 LUEHR, BARBARA	1		TRAVEL REFUND	200.00
						Total : 200.00
162378	5/13/2015	0000522 LUEHR, TOM	1		DRIVING SERVICES	120.00
						Total : 120.00
162379	5/13/2015	0002449 LUNDGREN, KATHLEEN	1		TRAVEL REFUND	465.00
						Total : 465.00
162380	5/13/2015	0007822 LWIN FAMILY	042815		BUSINESS LICENSE OVERPAYMENT	75.00
						Total : 75.00
162381	5/13/2015	0000530 MAILLIARD'S LANDING NURSERY	97047		YARD WASTE	263.10
			97105		YARD WASTE	276.05
			97182		YARD WASTE	329.60
			97336		YARD WASTE	198.70
			97396		YARD WASTE	141.30
			97466		YARD WASTE	204.65
			97530		YARD WASTE	244.20
			97594		YARD WASTE	339.05
			97744		YARD WASTE	153.55
			97820		YARD WASTE	122.75
			97904		YARD WASTE	146.30
			97981		YARD WASTE	5.00
			97984		YARD WASTE	197.55
			98085		YARD WASTE	292.50
			98376		YARD WASTE	170.00
			98455		YARD WASTE	198.35
			98500		YARD WASTE	229.15
			98555		YARD WASTE	311.05
			98623		YARD WASTE	273.25
			98788		YARD WASTE	137.80
			98838		YARD WASTE	149.35
			98895		YARD WASTE	201.85
			98957		YARD WASTE	219.35

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162381	5/13/2015	0000530 MAILLIARD'S LANDING NURSERY	(Continued) 99500		BARK	499.59
					Total :	5,304.04
162382	5/13/2015	0000660 MARKET PLACE FOOD & DRUG	633295 633340 633645		GROCERIES GROCERIES GROCERIES	291.68 22.31 267.38
					Total :	581.37
162383	5/13/2015	0006072 MASTER'S TOUCH, LLC	39432		APR 2015/MAILING SERVICES FOR STA	894.38
					Total :	894.38
162384	5/13/2015	0006072 MASTER'S TOUCH, LLC	P39431		APR 2015/POSTAGE FOR LATE NOTICE	401.75
					Total :	401.75
162385	5/13/2015	0000040 MATRIX	608347210		LONG DISTANCE	405.11
					Total :	405.11
162386	5/13/2015	0002291 MCYOUNG, MARY	1 1		TRAVEL REFUND TRAVEL REFUND	32.00 50.00
					Total :	82.00
162387	5/13/2015	0007722 MERRIMAN, RYAN	050615		WELLNESS INCENTIVE	20.00
					Total :	20.00
162388	5/13/2015	0006992 MOON, ANDREW	050615		WELLNESS INCENTIVE	20.00
					Total :	20.00
162389	5/13/2015	0004423 MUNICIPAL EMERGENCY SERVICES	00626285_SNV 00628434_SNV		ADAPTER/FILTER HANDWHEEL/WASHER/BATTERY	553.26 825.04
					Total :	1,378.30
162390	5/13/2015	0007586 NAGEL, GARRETT	050615		WELLNESS INCENTIVE	20.00
					Total :	20.00
162391	5/13/2015	0000958 NATURAL RESOURCES, WASHINGTON STAT	050815		EASEMENT AGREEMENT #51-090779	5,291.00
					Total :	5,291.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162392	5/13/2015	0006323 NAUTICAL SOFTWARE SOLUTION	13192		SOFTWARE MAINTENANCE	975.00
Total :						975.00
162393	5/13/2015	0000612 NELSON PETROLEUM	0550011-IN		FUEL	1,250.27
Total :						1,250.27
162394	5/13/2015	0000621 NIIRO, CEDRIC	050615		WELLNESS INCENTIVE	20.00
Total :						20.00
162395	5/13/2015	0000623 NITCHER, WENDY	050615		WELLNESS INCENTIVE	20.00
Total :						20.00
162396	5/13/2015	0000610 NORTH CENTRAL LABORATORIES	354608		HEATING ELEMENT REPLACEMENT	628.89
Total :						628.89
162397	5/13/2015	0005767 NORTHWEST RUNNER MAGAZINE	1010		FEB 2015/ADVERTISING	760.00
Total :						760.00
162398	5/13/2015	0000672 OAK HARBOR ACE	253294		FLAGGING TAPE	10.82
			254301		COUPLE/ADAPTERS/ELBOW/CEMENT	10.61
			254303		KNIFE/TRIMMER	48.89
			254423		RSTP SPRAY	10.85
			254464		FASTENERS	59.65
			254497		CONN SE CABLE/WALPLAT/SWITCH/BC	9.95
			254551		FASTENERS/GASKET/WASHERS	65.95
			254610		DIAPHRAGM/PLUG/FILTERS/STIHL PAR	345.99
			254617		BUCKET/BAGS	33.07
			254713		PAINT TRAY	8.67
			254745		MASKING TAPE	10.32
			254812		CAR WASH/DRILL BIT	18.99
			254824		SWIVELS	42.02
			254848		KEY SET	3.79
			254937		FASTENERS	0.48
			254938		TIE WRAP	3.26
			254945		FASTENERS	48.89
			254995		SHIMS	5.96
			255014		MASKING TAPE/ROLLER/PAINT	48.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162398	5/13/2015	0000672 OAK HARBOR ACE	(Continued)			
			255023		WIPES/BLEACH	33.63
			255041		FASTENERS/OIL	14.70
			255049		ELECTRIC TAPE	2.15
			255117		CAP	2.16
			255137		GREAT STUFF WINDOW	7.60
					Total :	846.85
162399	5/13/2015	0000668 OAK HARBOR AUTO CENTER	001-236954		FILTERS	31.26
			001-237085		WIPER BLADE	6.42
			001-237087		FILTERS	16.74
			001-237129		BELT	33.23
			001-237130		HEATER HOSE	11.65
			001-237569		STARTING FLUID	13.13
			001-237904		FAN CLUTCH	43.60
			001-237906		FILTERS	10.52
			001-237909		BELT TENSIONER	41.07
			001-238061		RELAY	18.49
			001-238062		RELAY	19.06
			001-238121		PARTS	109.67
			001-238209		BELT TENSIONER/IDLER PULLEY	89.89
			001-238219		FILTERS	39.22
					Total :	483.95
162400	5/13/2015	0000676 OAK HARBOR POLICE DEPARTMENT	043015		PETTY CASH	35.50
					Total :	35.50
162401	5/13/2015	0000681 OAK HARBOR SCHOOL DISTRICT	0000140119		GYM RENTAL	100.00
					Total :	100.00
162402	5/13/2015	0000665 OFFICEMAX, INC	384841		TONER	89.93
					Total :	89.93
162403	5/13/2015	0000688 OVERHEAD DOOR CO	JS66059		DOOR MAINTENANCE	3,903.31
					Total :	3,903.31
162404	5/13/2015	0002985 PACIFIC TIRE CO. INC	0087059		TIRES	309.17

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162404	5/13/2015	0002985 PACIFIC TIRE CO. INC	(Continued) 0087079 0087170 0087171 0087172 0087265		TIRES TIRES TIRES TIRES TIRES	51.00 816.83 816.83 803.33 298.32 Total : 3,095.48
162405	5/13/2015	0001596 PACIFIC TORQUE, LLC	097174		SENDING SWITCH	66.51 Total : 66.51
162406	5/13/2015	0007171 PEABODY, CHRISTOPHER	050615		WELLNESS INCENTIVE	20.00 Total : 20.00
162407	5/13/2015	0000709 PERS	043015		APR 2015/UNFUNDED LIABILITY	26.98 Total : 26.98
162408	5/13/2015	0000299 PLACE, SANDRA	050615		WELLNESS INCENTIVE	20.00 Total : 20.00
162409	5/13/2015	0007500 POLICE CHAPLAINS, INTERNATIONAL CONF	43449		REGISTRATION/LAWLER	125.00 Total : 125.00
162410	5/13/2015	0000729 POSTMASTER	050415		POSTAGE	290.00 Total : 290.00
162411	5/13/2015	0000730 POWELL, JANIS	1		DRIVING SERVICES	96.00 Total : 96.00
162412	5/13/2015	0004622 POWERS-RANG, LISA	050615		WELLNESS INCENTIVE	20.00 Total : 20.00
162413	5/13/2015	0005069 PROFORCE LAW ENFORCEMENT	235314		PWDR EXACT/RANGE/TRAINING/LAUN	2,659.52 Total : 2,659.52
162414	5/13/2015	0000743 PUGET SOUND ENERGY	200002036917 200003131170 200004839284		ELECTRICITY/BTWN BAYSHORE DR & I ELECTRICITY/WELL #7 ELECTRICITY/1019 SW SWANTOWN AV	149.26 13.32 98.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162414	5/13/2015	0000743 PUGET SOUND ENERGY	(Continued) 200007268135 200010549943 200013734963 220002247165 300000007421 400000920621		ELECTRICITY/SW ERIE ST SW BARRIN ELECTRICITY/WELL #6 ELECTRICITY/672 CHRISTIAN RD PUMI ELECTRICITY/SW FAIRWAY POINT DR ELECTRICITY/FT NUGENT RD ELECTRICITY	172.38 13.32 2,051.48 13.34 13,373.59 19.63 Total : 15,904.57
162415	5/13/2015	0002997 QUINTON DESIGN & ELECTRICAL	2688 2690		CIRCUIT REPAIR CIRCUIT REPAIR	214.14 214.14 Total : 428.28
162416	5/13/2015	0002514 REFUSE & RECYCLING, WASHINGTON ASSC	11844		REGISTRATION/BEBEE	275.00 Total : 275.00
162417	5/13/2015	0000960 REVENUE, WASHINGTON STATE DEPT OF	050815		SALES/USE TAX	53,542.81 Total : 53,542.81
162418	5/13/2015	0002508 RINEY PRODUCTION SERVICES	10-1461		TAPING SERVICES	2,338.71 Total : 2,338.71
162419	5/13/2015	0003024 ROBBINS, EPHRAIM	050615		WELLNESS INCENTIVE	20.00 Total : 20.00
162420	5/13/2015	0000772 RODNEY, MARK	EXP REIMB		EXP REIMB	10.00 Total : 10.00
162421	5/13/2015	0006313 SCHULTZ, HANS	1		TRAVEL REFUND	50.00 Total : 50.00
162422	5/13/2015	0007830 SEAQUEST MOTEL	26656		HOTEL ACCOMMODATIONS/HAFFNER	546.78 Total : 546.78
162423	5/13/2015	0000852 SENIOR CENTER PETTY CASH	032615		PETTY CASH	283.09 Total : 283.09
162424	5/13/2015	0000809 SENIOR SERVICES OF ISLAND	OH04-2015		APR 2015/SENIOR SERVICES	1,500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162424	5/13/2015	0000809 0000809 SENIOR SERVICES OF ISLAND	(Continued)			Total : 1,500.00
162425	5/13/2015	0003782 SHARP ELECTRONICS CORPORATION	C829192-701		MAR 2015/MAINTENANCE CONTRACT	10.90
						Total : 10.90
162426	5/13/2015	0002762 SHER, LEE	1		TRAVEL REFUND	100.00
						Total : 100.00
162427	5/13/2015	0003783 SHERWIN-WILLIAMS CO	8163-7		LL IV 3900 2 GUN	5,750.23
						Total : 5,750.23
162428	5/13/2015	0000822 SHRED-IT USA, INC	9405645260 9405645292		SHREDDING SHREDDING	58.90 56.48
						Total : 115.38
162429	5/13/2015	0000831 SIX ROBBLEES', INC	14-303322 14-303324 14-303716 3-585301		INJECTOR/TIRE SEALANT LENS DRAIN VALVE LAMP	338.42 56.22 176.87 48.08
						Total : 619.59
162430	5/13/2015	0000814 SKAGIT FARMERS SUPPLY	426392 426433		HINGES ROUNDUP	14.76 108.69
						Total : 123.45
162431	5/13/2015	0000833 SKAGIT HYDRAULICS	133936		O RINGS/BUFFER	238.94
						Total : 238.94
162432	5/13/2015	0007828 SKAGIT PUBLISHING	1274571		ADVERTISING	234.20
						Total : 234.20
162433	5/13/2015	0000846 SOUND PUBLISHING	WCW623046 WCW625308 WCW625320 WCW625327 WCW626913 WCW629885		REQUEST FOR PROPOSALS LEGAL NOTICES GENERAL LEGAL NOTICES GENERAL LEGAL NOTICES GENERAL CITY APPLICATIONS CITY APPLICATIONS	97.18 64.09 65.40 65.40 115.88 193.13

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162433	5/13/2015	0000846 0000846 SOUND PUBLISHING			(Continued)	Total : 601.08
162434	5/13/2015	0000851 SPRINT	140239187		LONG DISTANCE	8.92
						Total : 8.92
162435	5/13/2015	0007825 ST AUGUSTINE CATHOLIC CHURCH	050515		SPECIAL EVENT FEE REFUND	50.00
						Total : 50.00
162436	5/13/2015	0000860 STANDARD INSURANCE COMPANY	042015		LIFE/POCFF	870.63
						Total : 870.63
162437	5/13/2015	0003883 STAPLES BUSINESS ADVANTAGE	3262362794 3263054415 3263054416 3263054417 3263609738 3263609740		LIQUID PAPER PLATE PLATE NEVERTEAR SI HVYDUTYDATE BATTERY BACKUPS	33.52 5.60 5.60 30.83 56.88 232.11
						Total : 364.54
162438	5/13/2015	0005786 STOWES SHOES & CLOTHING	0008527		BOOTS/BRANNAN	165.96
						Total : 165.96
162439	5/13/2015	0006330 STRIDER CONSTRUCTION CO, INC	051115		RETAINAGE	31,783.10
						Total : 31,783.10
162440	5/13/2015	0003749 STUMP, PATRICK L	1 1 1		DRIVING SERVICES DRIVING SERVICES DRIVING SERVICES	72.00 102.00 120.00
						Total : 294.00
162441	5/13/2015	0006673 SUMMIT SAFETY SHOES	9000759		BOOTS/HUBBARD	135.82
						Total : 135.82
162442	5/13/2015	0000874 SURETY PEST CONTROL	1053770 1053773 1053774 1053776 1053779		PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION	30.44 43.48 38.05 43.48 32.61

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162442	5/13/2015	0000874 SURETY PEST CONTROL	(Continued) 1053789		PEST EXTERMINATION	30.44
					Total :	218.50
162443	5/13/2015	0007265 THOMPSON, ANNA	041615		WELLNESS INCENTIVE	20.00
					Total :	20.00
162444	5/13/2015	0001053 TREASURER, WASHINGTON STATE	050415		COURT/BC FEES	11,436.09
					Total :	11,436.09
162445	5/13/2015	0000904 TRICO HEATING, INC	008350		REDUCER	19.04
					Total :	19.04
162446	5/13/2015	0004847 TULL, NANCY	1		TRAVEL REFUND	50.00
					Total :	50.00
162447	5/13/2015	0006331 ULINE	67109586		T SHIRT BAGS	122.71
					Total :	122.71
162448	5/13/2015	0000923 UNITED PARCEL SERVICE	0000A0182W145 0000A0182W155 0000A0182W175		SHIPPING SHIPPING SHIPPING	10.97 47.58 2.63
					Total :	61.18
162449	5/13/2015	0000922 UNUM LIFE INSURANCE COMPANY	042015		LONG TERM CARE	269.78
					Total :	269.78
162450	5/13/2015	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	2,608.00
					Total :	2,608.00
162451	5/13/2015	0004903 US BANK	4485591000119689		CREDIT CARD PURCHASES	569.36
					Total :	569.36
162452	5/13/2015	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	561.12
					Total :	561.12
162453	5/13/2015	0004903 US BANK	4485590002431076		CREDIT CARD PURCHASES	389.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162453	5/13/2015	0004903 0004903 US BANK			(Continued)	Total : 389.88
162454	5/13/2015	0004903 US BANK	4485590002304679		CREDIT CARD PURCHASES	359.36
						Total : 359.36
162455	5/13/2015	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	354.09
						Total : 354.09
162456	5/13/2015	0000934 UTILITIES UNDERGROUND LOCATION	5040175		APR 2015/LOCATES	84.70
						Total : 84.70
162457	5/13/2015	0007116 VAN WINGERDEN GREENHOUSES, INC	113441		HANGING PLANTS	3,695.80
						Total : 3,695.80
162458	5/13/2015	0005514 WAGNER, SUE	1		TRAVEL REFUND	30.00
						Total : 30.00
162459	5/13/2015	0007388 WALSTAD, TIM	050615		WELLNESS INCENTIVE	20.00
						Total : 20.00
162460	5/13/2015	0005899 WASHINGTON AUDIOLOGY SERVICES	45749		HEARING TESTS	40.00
						Total : 40.00
162461	5/13/2015	0001355 WASHINGTON SOCIETY OF	43094		MEMBERSHIP RENEWAL	265.00
						Total : 265.00
162462	5/13/2015	0001055 WATERWORX DIVE SERVICE	050415		UNDERWATER SERVICES	2,100.08
						Total : 2,100.08
162463	5/13/2015	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW O	35		PROF SVC/GENERAL	17,947.50
						Total : 17,947.50
162464	5/13/2015	0003897 WELSHANS, KINDLE	050615		WELLNESS INCENTIVE	20.00
						Total : 20.00
162465	5/13/2015	0007541 WENDLING, MARY FRAN	1		TRAVEL REFUND	465.00
						Total : 465.00
162466	5/13/2015	0005870 WEST COAST FIRE & RESCUE	1221		PLUG/RING/FOOT RUBBER	100.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162466	5/13/2015	0005870	0005870 WEST COAST FIRE & RESCUE		(Continued)	Total : 100.00
162467	5/13/2015	0007809	WEST, CODY		EXP REIMB	189.00
						Total : 189.00
162468	5/13/2015	0001039	WESTERN PETERBILT, INC		S851102 PUMP/HARNESS	1,374.36
						Total : 1,374.36
162469	5/13/2015	0006267	WESTERN REFUSE & RECYCLING		138755 PRESSURE SWITCH	294.37
						Total : 294.37
162470	5/13/2015	0003067	WHIDBEY ANIMALS' IMPROVEMENT		1281 APR 2015/ANIMAL SHELTER	8,333.37
						Total : 8,333.37
162471	5/13/2015	0001000	WHIDBEY AUTO PARTS, INC.		245215 OIL GUN	26.07
					246264 DRILL BIT	26.87
						Total : 52.94
162472	5/13/2015	0000675	WHIDBEY COMMUNITY PHYSICIANS		030215-175 PHYSICAL/ANDERSON	150.00
					043015-157 PHYSICAL/BOONSTRA	150.00
					050115-38 PHYSICAL/BRANNAN	150.00
						Total : 450.00
162473	5/13/2015	0007823	WHIDBEY ISLAND RACE WEEK		012615 ADVERTISING	860.00
					022315 ADVERTISING	860.00
					030115 ADVERTISING	807.00
					033015 ADVERTISING	860.00
					040115 ADVERTISING	613.00
						Total : 4,000.00
162474	5/13/2015	0001017	WHIDBEY PRINTERS		47659 ENVELOPES	294.58
					47672 BUSINESS CARDS/SCHRICKER/GRAVE	234.30
					47676 BUSINESS CARDS/POWERS	78.10
					47688 BUSINESS CARDS/LEFEVRE	78.10
						Total : 685.08
162475	5/13/2015	0004961	WOODWARD, GREGORY		050615 WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162475	5/13/2015	0004961 0004961 WOODWARD, GREGORY	(Continued)			Total : 20.00
162476	5/13/2015	0007829 YAKIMA POLICE DEPARTMENT	043015		REGISTRATION	100.00
						Total : 100.00
202	Vouchers for bank code :	bank				Bank total : 843,300.33
202	Vouchers in this report					Total vouchers : 843,300.33

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

Bill No. CA 6.c
Date: May 19, 2015
Subject: Reappointment of Mayor Pro
Tem Paggao and Councilmember
Bob Severns to the LEOFF 1
Disability Board for a 2-year
term

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Reappoint Danny Paggao to the LEOFF 1 Disability Board for a 2 year term, from May 2015 - May 2017.

Reappoint Bob Severns to the LEOFF 1 Disability Board for a 2 year term, from May 2015 - May 2017.

BACKGROUND / SUMMARY INFORMATION

The Disability Board membership consists of 2 year-terms. Councilmember Bob Severns and Mayor Pro Tem Paggao are the Councilmembers who have been serving on the LEOFF 1 Disability Board since January of 2008. Their respective terms end in May 2015.

LEGAL AUTHORITY

There are five (5) LEOFF 1 Disability Board Members pursuant to OHMC 2.33.010. Two (2) of the members must consist of City Councilmembers, and OHMC 2.33.010 (1)(a) authorizes the Mayor to appoint the members on City Council.

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bill No. C/A 6.d
Date: May 19, 2015
Subject: Reappointment of Dee Harbour
to the Parks Board

FROM: Cathy Rosen, Director of Public Works

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Reappoint Dee Harbour for a three year term as Parks Board Member.

BACKGROUND / SUMMARY INFORMATION

The Park Board is a five-member board. Each member is appointed for a three year term in accordance with OHMC 2.30.010. Board members are appointed by the Mayor and confirmed by the City Council.

LEGAL AUTHORITY

City Council authority is established at Chapter 35A.11 and 35A.12 RCW and Chapter 2.240 OHMC.

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 6.e
Date: May 19, 2015
Subject: Resolution 15-12: Revising
Resolution 15-08 re City-owned
Surplus Property

FROM: Grant Weed/Thom Graafstra, Outside Legal Counsel

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

That the City Council move as follows:

I move to adopt Resolution No. 15-12 REVISING RESOLUTION NO. 15-08 THAT DECLARED CERTAIN CITY-OWNED REAL PROPERTY SURPLUS TO THE NEEDS OF THE CITY AND THAT DIRECTED THE CONVEYANCE THEREOF AND APPROVING AND AUTHORIZING A REVISED DEED OF CONVEYANCE.

BACKGROUND / SUMMARY INFORMATION

On April 7, 2015, the Council passed Resolution No. 15-08 declaring certain city owned property surplus and authorizing its conveyance in fulfillment of the **Memorandum of Settlement dated March 12, 2014** between the Plaintiffs Swinomish Indian Tribal Community and the Class Representatives and the Defendants including the City of Oak Harbor. The property is located at 1000 SE City Beach, and is also known as the old City Shop Site.

The Quit Claim Deed approved in Resolution 15-08 did not contain required exceptions to title and the legal description had errors in it. A revised quit claim deed has been prepared and is **Exhibit B** to proposed Resolution 15-12.

Resolution 15-12 approves the technical corrections in the Quit Claim deed and authorizes the Mayor to sign the revised quit claim deed to convey the property to the Tribe in accordance with the **Memorandum of Settlement**.

LEGAL AUTHORITY

Conveyance of property between the city and federally recognized Tribe is authorized by RCW 39.33.010. Conveyance is required under the prior approved **Memorandum of Settlement**.

FISCAL IMPACT

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

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

The **Memorandum of Settlement** was approved in prior council action in 2014. Resolution 15-08 was approved on April 7, 2015.

ATTACHMENTS

1. [Resolution No. 15-12](#)
2. [Exhibit A - Memorandum of Settlement](#)
3. [Exhibit B - Quit Claim Deed](#)

RESOLUTION NO. 15-12

A RESOLUTION OF THE CITY OF OAK HARBOR REVISING RESOLUTION 15-08 THAT DECLARED CERTAIN CITY-OWNED REAL PROPERTY SURPLUS TO THE NEEDS OF THE CITY AND THAT DIRECTED THE CONVEYANCE THEREOF AND APPROVING AND AUTHORIZING A REVISED DEED OF CONVEYANCE

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

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

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

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

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

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

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

WHEREAS, on April 7, 2015 the City Council passed Resolution No.15-08 declaring the property to be surplus and directing its conveyance; and

WHEREAS, after April 7, 2015 it came to the attention of the City that the deed approved for conveyance of the property was incomplete and did not set out required exceptions to title, and the legal description was incorrect;

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

The Mayor is hereby authorized to execute and convey the real property described above subject to the terms and conditions of the CR2A Memorandum of Settlement.

The revised Quit Claim Deed attached hereto and incorporated herein as **Exhibit B** is hereby approved and the Mayor is hereby authorized to execute and convey the real property described in the **Exhibit B** deed.

ADOPTED by the City Council and APPROVED by the Mayor this ____ day of May, 2015.

CITY OF OAK HARBOR

By _____
SCOTT DUDLEY, Mayor

ATTEST:

By _____
ANNA THOMPSON, City Clerk

APPROVED AS TO FORM:

By _____
NIKKI ESPARZA, City Attorney

Exhibit A

MEMORANDUM OF SETTLEMENT

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

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

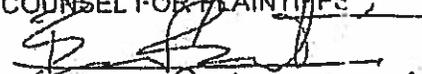
EXHIBIT A

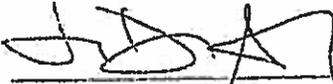
Members will irrevocably release, relinquish and forever discharge all Released Claims against all Released Parties. Released Parties means all defendants, all current or former elected officials, City employees, officers, directors, employees, agents, and their insurers, attorneys, predecessors, heirs,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

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

Dated this 12 day of March, 2014.

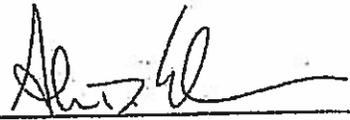


COUNSEL FOR PLAINTIFFS

Brian Porter, Vice Chairman

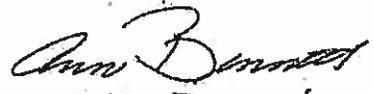


COUNSEL FOR CITY OF OAK
HARBOR


COUNSEL FOR STRIDER


COUNSEL FOR KBA


COUNSEL FOR PERTEET


Executive Director, WCIA

Non Monetary Relief Ex A

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

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

QUITCLAIM DEED

Grantor: CITY OF OAK HARBOR, a Washington municipal corporation
Grantee: SWINOMISH INDIAN TRIBAL COMMUNITY, a federally recognized Indian Tribe
Abbreviated
Legal Desc: PTN C. W. Summer's DLC, SW ¼ 2, T 32 N, R 1 E
Parcel Nos.: 11490/R13202-786-1130 and 11506/R13202-293-1370

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

{JDA1167127.DOC;1/13100.000001/ }

EXHIBIT B

Those portions of the C.W. Sumner's Donation Land Claim in Section 2, Township 32 North, Range 1 East, situate in Island County, Washington, being described as follows:

PARCEL A:

Beginning at a concrete monument at the Southwest corner of Ely's West Side Addition to Oak Harbor, said point is 30 feet East of C.W. Sumner's Donation Land Claim's West line, according to the Plat thereof recorded in Volume 4 of Plats, page 3, records of Island County, Washington;
thence North 73°25' East along the Southerly margin of Ely's Westside Addition to Oak Harbor, a distance of 810.44 feet to the point of beginning;
thence continuing along the Southerly margin of said plat and its extension thereof, North 73°25' East 264.00 feet;
thence South 0°30' West 165 feet to the Northerly margin of said Ely's Addition to the Town of Oak Harbor, recorded in Volume 2, page 27, records of Island County, Washington;
thence South 73°25' West along the Northerly margin of said Ely's Addition, 264.00 feet;
thence North 0°30' East 165 feet to the point of beginning.

Situate in the County of Island, State of Washington.

PARCEL B:

Beginning at a concrete monument at the Southwest corner of Ely's West Side Addition to Oak Harbor, said point is 30 feet East of C.W. Sumner's Donation Land Claim's West line, according to the Plat thereof recorded in Volume 4 of Plats, page 3, records of Island County, Washington;
thence North 73°25' East along the Southerly margin of Ely's Westside Addition to Oak Harbor and its extension thereof a distance of 1334.14 feet to the point of beginning;
thence South 0°30' West 165 feet to the Northerly margin of said Ely's Addition to the Town of Oak Harbor, recorded in Volume 2, page 27, records of Island County, Washington;
thence South 73°25' West along the Northerly margin of said Ely's Addition 259.7 feet;
thence North 0°30' East 165 feet, to the extension of said Southerly margin of Ely's Westside Addition projected Northeastly;
thence North 73°25' East 259.7 feet along said extension of the Southerly margin of Ely's Westside Addition, to the point of beginning.

Situate in the County of Island, State of Washington.

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

including those set out in Exhibit A hereto.

GRANTEE further covenants and agrees that: (1) the GRANTOR will retain zoning and permitting authority over the herein described property; (2) the GRANTEE will use the herein described property exclusively for spiritual and cultural purposes, including a burial ground/cemetery, and if the GRANTEE elects, a cultural center and/or memorial, subject to the GRANTOR's zoning and permitting authority; and (3) the GRANTEE will not use the herein described property for commercial purposes and will not sell or lease the herein described property to anyone for commercial purposes. These covenants are intended to and shall run with the land and be binding on the heirs, successors, and assigns of GRANTEE.

DATED this _____ day of _____, 2015.

GRANTOR:
City of Oak Harbor, Washington

By: _____
Scott Dudley
Mayor

STATE OF WASHINGTON)
)ss.
COUNTY OF ISLAND)

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

DATED this _____ day of _____, 2015.

(JDA1167127.DOC;1/13100.000001/)

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

ACCEPTED AND AGREED TO BY:

GRANTEE
Swinomish Indian Tribal Community

By: _____
M. Brian Cladoosby
Chairman

STATE OF WASHINGTON)
)ss.
COUNTY OF ISLAND)

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

DATED this _____ day of _____, 2015.

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

EXHIBIT A

Order Number: LT-107489

SCHEDULE B-1

A. Ordinance Nos. 930 and 929 as recorded on November 12, 1992 under Auditor's File Nos. 92021708 and 92021709.

B. Terms and conditions of that certain Boundary Line Adjustment with Island County as recorded September 18, 1953 under Auditor's File No. 91014.

C. Terms and conditions of that certain Boundary Line Adjustment with Island County as recorded November 16, 1953 under Auditor's File No. 91728.

D. Matters as disclosed by survey recorded September 2, 1999 under Auditor's File No. 99020614 in Volume 3 of Surveys, page 258, records of Island County, Washington.

Affidavit of Minor Correction of Survey, Recorded March 28, 2000 under Auditor's File No. 20005304.

END OF SCHEDULE B-1

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

Bill No. C/A 6.f
Date: May 19, 2015
Subject: Ordinance amending OHMC
3.64.110 "Booking fee" and
Resolution amending the OHPD
Fee Schedule

FROM: Nikki Esparza, City Attorney and Ed Green, Police Chief

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adopt Ordinance No. 1730 amending Oak Harbor Municipal Code Section 3.64.110 entitled "Booking fee".

Adopt Resolution No. 15-16 amending Schedule E of the Master Fee Schedule (Oak Harbor Police Department's fee schedule).

BACKGROUND / SUMMARY INFORMATION

The City of Oak Harbor Master Fee Schedule was adopted by Resolution No. 15-11 on April 7, 2015. The Police Department is requesting that OHMC 3.64.110 entitled "Booking Fee" be amended and that the booking fee amount in the OHPD Master Fee Schedule be increased to \$40. Neighboring jurisdictions (Skagit County and Island County) charge \$40 booking fees. An Intergovernmental records check fee in the amount of \$10 has been added to the OHPD Master Fee Schedule under OHMC 3.64.100.

OHMC 3.64.110 as currently written is inconsistent with case law. The proposed revisions are necessary for enforcement of the booking fee.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Ordinance No. 1730](#)
2. [Resolution No. 15-16](#)
3. [OHPD Master Fee Schedule \(Schedule E\)](#)

ORDINANCE NO. 1730

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE SECTION 3.64.110 ENTITLED "BOOKING FEE"

NOW, THEREFORE,

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

Section One. Oak Harbor Municipal Code Section 3.64.110 entitled "Booking Fee" last amended by Ord. 1696 (2014) is hereby amended to read as follows:

3.64.110 Booking fee. Every person who is booked at the City Jail following conviction or court imposition of jail time shall pay a fee to the police chief or his or her designee per the master fee schedule adopted by resolution of the city council. ~~The fee is payable from any money then possessed by the person being booked or any money deposited with the City Jail administration on the person's behalf.~~ If the person has no funds at the time of booking or during the period of incarceration, the chief of police or his or her designee may notify the court in where the charges related to the booking and ~~pending disposition and~~ may request assessment of the fee. ~~If the person booked or incarcerated is acquitted or all charges are dismissed the police chief or his or her designee shall return the fee to the person at the last known address listed in the booking report.~~ This fee shall not be assessed against juveniles.

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

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

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

THE CITY OF OAK HARBOR

Veto ()
Approve ()

By _____
Scott Dudley, Mayor

Dated: _____

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

Published: _____

RESOLUTION NO. 15-16

A RESOLUTION OF THE CITY OF OAK HARBOR AMENDING THE OAK HARBOR POLICE DEPARTMENT PORTION (SCHEDULE E) OF THE MASTER FEE SCHEDULE

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

1. Adoption of the Oak Harbor Police Department Master Fee Schedule. The city hereby adopts by reference and incorporates herein the attached Master Fee Schedule for the Oak Harbor Police Department (Schedule E) setting the fees, rates, deposits, and other charges. The attached Master Fee Schedule for the Oak Harbor Police Department replaces Schedule E of the Master Fee Schedule that was adopted by Resolution No. 15-11 on April 7, 2015.
2. Severability. If any provision of this Resolution or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.
3. Effective Date. This Resolution shall be in full force and effect immediately.

PASSED by the City Council and approved by its Mayor this 19th day of May, 2015.

CITY OF OAK HARBOR

Scott Dudley, Mayor

Attest:

Approved as to form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

MASTER FEE SCHEDULE OAK HARBOR POLICE DEPARTMENT

Chapter 3.64	FEE SCHEDULE	FEE
3.64.100	<u>Police fee schedule.</u> <ul style="list-style-type: none"> • WATCH records check, per name \$20.00 • <u>Intergovernmental records check</u> \$10.00 • Records check with clearance letter for visa, passport, etc. \$25.00 • Fingerprint cards: \$10.00 <ul style="list-style-type: none"> - First card \$3.00 - Additional cards \$9.50 • Traffic accident report, per report: • Photographs and prints: \$0.15 per page <ul style="list-style-type: none"> - Plain paper digital copies \$0.50 per page - Photo paper digital copies \$75.00 • Service of arrest warrant • Reproduction of audio, video or photos to: <ul style="list-style-type: none"> - CD See Addendum 1 - DVD See Addendum 1 - USB drive See Addendum 1 • Copies: <ul style="list-style-type: none"> - one – two pages No cost - three plus pages \$0.15 per page • Mailing or shipping Actual costs 	
3.64.110	<u>Booking fee.</u> <ul style="list-style-type: none"> • Jail booking fee \$10.00 \$40.00 	
3.64.400	<u>Arrest warrant fee.</u> <ul style="list-style-type: none"> • Issuance or ordering or both issuance and ordering of an arrest warrant by the Oak Harbor municipal court \$75.00 	
Chapter 5.50	PARADES, ATHLETIC EVENTS AND OTHER SPECIAL EVENTS	FEE
5.50.020(7)	<u>Permits required.</u> <ul style="list-style-type: none"> • Special event application fee \$50.00 • Carnivals \$50.00 per day 	
5.50.090(1)	<u>Fees for city services.</u> Special events fees for services	Actual costs for services but can be waived by the City per OHMC 5.50.090(3)

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

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

Bill No. C/A 6.g
Date: May 19, 2015
Subject: NE 4th Ave. Water Main
Replacement - Authorization to
Solicit Construction Bids

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing staff to solicit construction bids for the NE 4th Avenue Water Main Replacement Project.

BACKGROUND / SUMMARY INFORMATION

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

Gray & Osborne has completed the plans, specifications and estimates for constructing a replacement water main on NE 4th Avenue. The project will also include new water services, water meters, fire hydrants and chip-seal resurfacing of NE 4th Ave. Fire hydrants are included with the project to provide improved fire protection to the neighborhood and comply with City standards for fire hydrants on City streets. With the construction documents complete, we are ready to solicit construction bids for the installation.

An archaeological investigation was conducted in the area where ground disturbing activities will occur in March 2015. No archaeological resources were identified in the project area. An archaeological training meeting with the Contractor's staff will be held before ground disturbing activities begin and the *Oak Harbor Unanticipated Discoveries Protocol* will apply to this project.

Schedule

If approved, the advertisement will begin on May 23, 2015. Advertisements will run for two weeks. Bid opening is scheduled for Tuesday June 16, 2015. It is anticipated that a recommendation for award of

the contract will be presented to Council at the July 7, 2015 meeting.

FISCAL IMPACT

Funds Required: \$1000.00 (Advertising costs.)

Appropriation Source: Water Fund 401

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT
CITY COUNCIL WORKSHOP**

This item has not been presented at a Council workshop.

CITY COUNCIL PREVIOUS ACTIONS

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

October 21, 2014- City Council approved Amendment 1 to the Gray & Osborne contract increasing the scope of services to include construction plans, specifications and estimates for replacing several steel water mains in the northeast neighborhood including NE 4th Avenue.

February 17, 2015 City Council authorized a PSA with ERCI for archaeological investigation of NE 4th Ave.

ATTACHMENTS

1. [Attachment A - Engineer's Estimate](#)
2. [Attachment B - Total Project Cost Estimate](#)

CITY OF OAK HARBOR
 NE 4TH AVE WATER MAIN REPLACEMENT
 ENGINEER'S COST ESTIMATE
 April 21, 2015

<u>ITEM</u>	<u>ESTIMATED</u>				
<u>NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Minor Changes (S.P. 1-04.4(1))	1	Calc	\$ 20,000.00	\$ 20,000.00
2	Survey (S.P. 1-05.4(2))	1	LS	\$ 6,000.00	\$ 6,000.00
3	Mobilization, Cleanup, and Demobilization (S.P. 1-09.7)	1	LS	\$ 32,000.00	\$ 32,000.00
4	Temporary Traffic Control (S.P. 1-10.5)	1	LS	\$ 8,000.00	\$ 8,000.00
5	Clearing and Grubbing (S.P. 2-01.5)	1	LS	\$ 3,000.00	\$ 3,000.00
6	Removal of Structure and Obstruction (S.P. 2-02.5)	1	LS	\$ 5,000.00	\$ 5,000.00
7	Control Density Fill (S.P. 2-09.5)	10	CY	\$ 200.00	\$ 2,000.00
8	Locate Existing Utilities (S.P. 2-09.5)	1	LS	\$ 5,000.00	\$ 5,000.00
9	Crushed Surfacing Top Course (S.P. 4-4.5)	260	TN	\$ 30.00	\$ 7,800.00
10	Emulsified Asphalt CRS-2P (S.S 5-02.5)	30	TN	\$ 850.00	\$ 25,500.00
11	Furnishing and Placing Crushed 3/8" (S.S. 5-02.5)	80	TN	\$ 35.00	\$ 2,800.00
12	HMA Cl. 1/2" PG 64-22, Trench Repair (S.P.5-04.5)	50	TN	\$ 135.00	\$ 6,750.00
13	Temporary HMA Cl. 1/2" PG 64-22 (S.P. 5-04.5)	10	TN	\$ 150.00	\$ 1,500.00
14	Pavement Repair Excavation. Incl. Haul (S.P. 5-04.5)	50	TN	\$ 200.00	\$ 10,000.00
15	DI Water Pipe, 8 in. Diam. (S.P. 7-09.5)	925	LF	\$ 80.00	\$ 74,000.00
16	Additional Fittings (S.P. 7-09.5)	1000	LB	\$ 3.00	\$ 3,000.00
17	Connection to Existing Water Main (S.P. 7-09.5)	3	EA	\$ 3,000.00	\$ 9,000.00
18	Removal of Unsuitable Material (Trench) (S.P. 7-09.5)	100	CY	\$ 75.00	\$ 7,500.00
19	Bank Run Gravel for Trench Backfill (S.P. 7-09.5)	1510	TN	\$ 25.00	\$ 37,750.00
20	Trench Excavation Safety Systems (S.P. 7-09.5)	1	LS	\$ 5,000.00	\$ 5,000.00
21	Gate Valves, 8 in. (S.P.7-12.5)	8	EA	\$ 1,500.00	\$ 12,000.00
22	Fire Hydrant Assembly (S.P. 7-14.5)	3	EA	\$ 3,500.00	\$ 10,500.00
23	Short Side Service Connection, 1 in. Diam. (S. P. 7-15.5)	9	EA	\$ 1,800.00	\$ 16,200.00
24	Long Side Service Connection, 1 in. Diam. (S.P. 7-15.5)	10	EA	\$ 2,200.00	\$ 22,000.00
25	Erosion/Water Pollution Control (S.P. 8-01.5)	1	LS	\$ 3,000.00	\$ 3,000.00
26	Seeding, Fertilization, and Mulching (S.P. 8-01.5)	50	SY	\$ 30.00	\$ 1,500.00
27	Landscape Restoration (S.P. 8-02.5)	1	LS	\$ 3,000.00	\$ 3,000.00
28	Concrete Sidewalk Replacement (S.P. 8-14.5)	125	SY	\$ 30.00	\$ 3,750.00
29	Project Documentation (S.P. 8-22.5)	1	LS	\$ 1,000.00	\$ 1,000.00
Subtotal					\$ 344,550.00
Sales Tax at 8.7% per Washington State Department of Revenue					\$ 29,975.85
Total Construction Cost (Rounded):					\$ 375,000.00

NE 4TH AVENUE WATER MAIN REPLACEMENT
TOTAL PROJECT COST ESTIMATE

5/11/2015

ITEM	ESTIMATED COST
Survey & Design	\$ 18,000
Archaeological Investigation	\$ 4,889
Construction Estimate	\$ 375,000
Materials Testing	\$ 1,500
Construction Engineering Support, Record Drawings	\$ 2,000
Contingency (archaeology)	\$ 15,000
Total Estimated Cost	\$ 416,389

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

Bill No. 9.a
Date: May 19, 2015
Subject: Resolution 15-15: Mangat
Property Annexation

FROM: Steve Powers, Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adopt Resolution 15-15 rejecting the proposed annexation of the Mangat Properties.

BACKGROUND / SUMMARY INFORMATION

On June 23, 2014 Mrs. Harbhajan Mangat submitted a notice of intent to commence annexation proceedings for three parcels located at 2852 and 2890 North Oak Harbor Road, near the southeast corner of its intersection with Gun Club Road (Attachment 2). All three properties total approximately 19 acres. The proponents represented 100% of the acreage of the requested annexation area. After the City Council conducted a public meeting on the request on August 6, 2014, the City allowed the annexation process to proceed and geographically modified the area to include a small central property fronting Oak Harbor Road. The agenda bill (Attachment 3) from the August 6, 2014 meeting is attached for your reference and includes information on many of the service related issues with this annexation. Staff evaluated the proposed annexation against the annexation related goals and policies of the Comprehensive Plan and presented the findings in a memo (Attachment 4) at the April 22, 2015 workshop.

DISCUSSION

The decision on August 6, 2014 to allow the annexation petition to move forward does not obligate the City to annex the property. It merely allows the City to explore the annexation further and determine if it meets the annexation policies set forth in the City's Comprehensive Plan. A review of the goals and policies is provided below.

Urban Growth Area Element of the Comprehensive Plan

Goal 4 - Annexations to the City will occur in compliance with the Washington State Growth Management Act and the following policies.

Policy 4.a. - Land to be annexed should include only areas seen as logical extensions of the City, located adjacent to existing urban development.

The Mangat properties are contiguous to the City along the east and north boundary lines.

Although the properties are physically contiguous, it is arguable whether it is a logical extension of the City because along Oak Harbor Road there will be a disjointed break in City/County jurisdiction. This break can cause confusion in City and County coordination for Police and Fire services. Response times are not affected but jurisdictional responsibilities from first response can lead to confusion and add delays to follow up legal procedures. Due to the residential character of these properties, Police and Fire expect that there would be an increase in demand for services in this area.

Policy 4.b. – The City should avoid annexations that would result in unincorporated enclaves within the UGA.

The annexation of this property nearly creates an enclave, with only one property separating it enclosing the 7th Avenue Wetlands and other properties to the north (see Attachment 5).

Policy 4.b - Annexations to the City should be based on evidence that public facilities and service capacities already exist or are planned for and can be efficiently, economically, and practically provided by either public or private sources.

Water service to the property can be provided since there is a 16" line that runs along Oak Harbor Road. However, providing sewer to the Mangat Properties is challenging. The nearest City sewer main is in NE Goldie Street approximately 800 feet from the NE corner of the proposed annexation (see attachment 6 sewer map). Connecting to the NE Goldie Street main would require installation of a collection system that includes a lift station and force main because the proposed annexation area is at a lower elevation than the Goldie main. A public lift station would likely be required to be a regional lift station. The 2008 Comprehensive Sewer Plan identifies expansion project D1 as a regional lift station located on or adjacent to the property proposed for annexation (see attachment 7). The planning level cost for the lift station and the force main to Goldie Road is \$1,865,000. A second expansion project (D2) is a trunk line that would run from Goldie Road southward through the valley to the expansion project D1 lift station. The planning level cost for the trunk line (expansion project D2) from Goldie Road to the lift station is \$2,617,000. These systems will require acquiring easements through properties other than the Mangats'. It is important to note that these projects are not scheduled in the City's six year Capital Improvements Plan. Therefore, public facilities and service capacities to the Mangat Properties do not currently exist and are not planned for in the near future. If the applicant were to build a system that will serve only their property, future developments north of in this area will require upgrades, retrofits or potentially parallel systems in the same area, thus making the sewer system in this area inefficient, uneconomical and impractical.

Policy 4.c - Annexations should not diminish the present LOS or create an excessive financial burden to existing and prospective property owners in the City.

The LOS levels for transportation and parks will not be impacted by the annexation since the

property is currently developed. However, Police and Fire have indicated that their services will be impacted if the property is annexed. For staffing purposes, the Fire Department commented that the annexation will impact them with increased fire and medical responses, hydrant maintenance and additional fire inspections of the apartment building. They also commented that annexations in general, along with the residential and commercial development over the years, has significantly impacted their operations and response abilities. Additional on duty response personnel are needed to maintain adequate emergency response coverage and daily operational duties. The Police Department has indicated that the annexation of the property along with the existing city boundaries in this area have led to a “disjointed” and confusing location for ICOM, Sheriff’s Deputies and officers. Past annexations which have created unincorporated “islands” have created service provision difficulties. Properties within unincorporated islands have created a situation in which the Police Department has to get the island County Sheriff’s Department involved for criminal investigations. City boundaries which follow rights-of-way work best for the Police Department.

Policy 4.d - Ensure property owners within an annexing area are aware of foreseeable obligations or requirements that may be imposed upon them by the City at the time of annexation.

The Mangats have been informed of the foreseeable obligations or requirements that may be imposed on them when they submitted the petition. However, they have not indicated to the City how they intend to meet the obligations since there are substantial costs associated with these obligations. Some of these foreseeable obligations are upgrades to the internal roads for solid waste and fire response, building code requirements, and sewer systems. These obligation have time limits established in the code (two to three years) by which they must be done. Since the time period is relatively short, for substantially expensive upgrades, the City is not confident that they will be done in a timely manner. Failing to meet the obligation after annexation will then place a heavier burden on City services with regards to safety and public welfare.

Policy 4.e - Require existing buildings, within annexed areas, to meet the City's fire and safety requirements.

The current development on the Mangat Properties does not meet the City’s fire and safety requirements. The Fire Department commented that fire access and supply for fire protection does not meet the minimum Fire Code requirements. On concerns regarding fire access, the existing streets within the properties will need to be modified to have a fire access turnaround and a connection between the two parcels or add an access road to the property addressed as 2890 Goldie Road. Additional fire hydrants must be installed at both locations; fire flow must be a minimum of 1,000 gallons per minute. The Building Division commented that the mobile home park located on the two tax parcels addressed as 2890 N. Oak Harbor Road would need to comply with Title 16 of the Oak Harbor Municipal Code (OHMC). Section 16.56.010 OHMC requires that mobile homes and mobile home parks meet certain requirements including surfacing of pads for the homes, skirting around the sides of homes, provision of a storage area for residents, landscaping along the outer edges of the mobile home park, and most significantly, connection to the public sewer and water systems within three years after annexation.

Policy 4.f - Assure that the City's fire rating is not reduced because of annexation.

As mentioned earlier there are significant improvements necessary for the current development to comply with the City's minimum Fire Code requirements. Though it is not anticipated that the City's fire rating will be reduced because of the annexation, the Fire Department has indicated that it will significantly impact its operations and response abilities.

Policy 4.g - Maintain the existing level of police service when annexing new areas.

Existing level of Police Services can be maintained with the annexation of these properties. However, as mentioned earlier, Police response to this area can lead to legal logistical issues between the City and the County in investigations and legal proceedings due to the disjointed City and County boundaries along Oak Harbor Road.

Policy 4.h - Annexation proposals should describe the method and level of funding for capital facilities needed to serve the annexed area.

Planning level estimates are available for the sewer project that are needed in this area. However, they are not scheduled or budgeted for in the Capital Improvements Plan. Therefore there is currently no funding available to build capital facilities needed for the area. Additionally, the City does not normally assume financial responsibility for improvements needed to support private proposals.

Policy 4.i - Proponents of annexation in developed or partially developed areas should pay their fair share of the costs of urban services and public improvements required to meet the City's LOS standards.

The Mangat Properties are developed, and as noted above, do not meet minimum code requirements for access, road surface conditions, building code requirements, fire code requirements and sewer service requirements. Therefore, they will be required to complete a significant number of upgrades if annexed.

Policy 4.j - The City may require the preparation of a fiscal impact study which addresses long and short-term economic impacts to the City.

A fiscal impact study has not been done for the property since some of the challenges in providing services to the property are obvious. Almost all services that are necessary to serve this area have long-term and short-term economic impacts to the City such as providing a sewer system for the region as well as fire and police services.

Policy 4.k - Annex, when possible, areas of sufficient size that square off City boundaries and enhance circulation.

Annexation of the Mangat Properties will square off City boundaries with properties to the north and east. But the squaring off will not result in an improvement or enhancement of the circulation patterns in the area. The Mangat properties do have the potential to improve Gun Club Road along its northern property lines that will be a key piece in making a connection between Oak Harbor Road and Goldie Road. The Transportation Plan indicates this connection as a collector street and will therefore need to be improved to that standard. The annexation can be used as a means to trigger these improvements, however, it should be noted that any improvements for that

street along the Mangat Properties will be misaligned with the existing Gun Club Road west of Oak Harbor road by approximately 60 feet thus making it a less than ideal intersection.

Policy 4.1-Proposed annexations shall not result in the long-term reduction of the City's established LOS standards.

As noted in many of the above policies, the annexation of this area will have an impact on the City's service delivery. It has been noted that significant improvements are necessary to bring the existing development up to code. Staff believes that the significant cost of improvements within the required time period (two to three years) may not make fiscal sense and there is a strong possibility that they will not be done. It should also be noted that the current land use designation (Residential Estate) for the property (see Attachment 8), once annexed, will make the current development non-conforming, thus limiting large scale expansion and development. Increasing the density of the residential units on the Mangat Property is also limited by the policies to not permit residential uses north of 16th Avenue which was adopted to support impacts encroaching on the NASWI. Without such opportunities, it is likely that the required improvements will not be done thus contributing toward a long term reduction of service standards.

CONCLUSION

The review of the goals and policies regarding annexation indicates that the Mangat Annexation request is currently not in the best interest of the City and its citizens. Based on this review, it is recommended that the City Council not annex the Mangat Properties at this time.

LEGAL AUTHORITY

RCW 35A.14.010 gives cities the authority to annex properties which are contiguous to their boundary.

FISCAL IMPACT

No fiscal impact.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

- August 6, 2014, after the City Council conducted a public meeting on the request City Council allowed the annexation process to proceed and geographically modified the area.
- April 22, 2015 City Council workshop, staff presented evaluation findings to City Council.

ATTACHMENTS

1. [Resolution 15-15 denying the annexation of Mangat Properties](#)
2. [Map of the Mangat Properties](#)
3. [August 6, 2014 agenda bill on the annexation petition](#)
4. [April 22, 2015 City Council memo on the annexation review](#)
5. [Location of Mangat Properties](#)
6. [Sewer Map of the area](#)

7. [Sewer Expansion plan for area](#)
8. [Land Use Map of the area](#)

RESOLUTION NO. 15-15

A RESOLUTION DENYING THE ANNEXATION OF MANGAT PROPERTIES
LOCATED ON NORTH OAK HARBOR ROAD

WHEREAS, RCW 35A.14.010 gives cities the authority to annex properties which are contiguous to their boundary; and

WHEREAS, On June 23, 2014 Mrs. Harbhajan Mangat submitted a notice of her intent to commence annexation proceedings for three parcels located at 2852 and 2890 North Oak Harbor Road near the southeast corner of the intersection with Gun Club Road totaling approximately 19 acres; and

WHEREAS, the City of Oak Harbor on August 6, 2014 in accordance with RCW 35.13.125 considered the annexation request and allowed it to proceed after geographically modifying the area to include a small central property fronting on Oak Harbor Road; and

WHEREAS, the City has further reviewed the annexation proposal and found that the proposed annexation is not supported by the City's Comprehensive Plan policies for annexation that require that annexations be logical extensions, don't result in unincorporated enclaves, evident that public facilities and service capacities already exist or planned for, can be served efficiently, economically and practically, should not diminish level of service, create excessive financial burden, meet City's fire and safety requirements, not reduce the City's fire rating, maintain existing level of police service etc.; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor that the proposed Mangat Annexation is not supported by the goal and policies at this time and is therefore denied.

PASSED by the City Council and approved by its Mayor this 19th day of May, 2015.

THE CITY OF OAK HARBOR

Scott Dudley
Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

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

Bill No. 7.a
Date: August 6, 2014
Subject: Mangat Property – Intent to Annex

FROM: Steve Powers
Development Services Director

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

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney

PURPOSE

This agenda bill presents the notice of intent to commence annexation proceedings for the Mangat Property. In considering this notice, the City Council needs to decide: (1) whether it will accept, reject, or geographically modify the proposed annexation, (2) whether it will require adoption of zoning simultaneously with annexation, and (3) whether it will require annexed properties to share City indebtedness.

AUTHORITY

RCW 35A.14.010 gives cities the authority to annex properties which are contiguous to their boundary.

BACKGROUND

On June 23, 2014 Mrs. Harbhajan Mangat submitted a notice of her intent to commence annexation proceedings (Attachment 1) for three parcels located at 2852 and 2890 North Oak Harbor Road near the southeast corner of the intersection with Gun Club Road (see Attachment 2). All three properties total approximately 19 acres.

The proponents have submitted a letter of intent to annex and they represent 100% of the acreage of the annexation area and also represent the entire portion of the assessed valuation of the area (far in excess of the minimum 10% valuation required to circulate an annexation petition). The City Council must conduct a meeting with the initiating party within 60 days after the filing of their notice. The meeting scheduled for August 6th meets this requirement. At the meeting the Council must determine three things:

1. Whether to accept the annexation as proposed; reject the annexation; or geographically modify the proposed annexation;
2. Whether it will require the simultaneous adoption of proposed zoning, and

3. Whether it will require the assumption of all or any portion of existing city indebtedness by property owners within the area to be annexed.

The decision of the Council whether to move forward with the proposed annexation is entirely within its discretion. By accepting a proposed annexation petition, the Council is not committing itself to ultimately annexing the territory proposed. The decision to accept at this stage merely allows the annexation petition to go forward procedurally and does not represent approval of the annexation.

If the Council rejects the proposed annexation at this stage, the initiating parties have no right of appeal. If the Council accepts the annexation, then the proponent will be authorized to circulate the 60% petition. After submittal of a valid 60% petition, all appropriate fees and a metes and bounds legal description, the Council will conduct a public hearing to decide whether to approve the annexation.

DISCUSSION

1. WHETHER TO ACCEPT THE ANNEXATION AS PROPOSED; REJECT THE ANNEXATION; OR GEOGRAPHICALLY MODIFY THE PROPOSED ANNEXATION.

City departments have commented on the petition request with information about city services and requirements that would apply to the land after annexation.

Development Services Department

Planning

Zoning

The proposed annexation area is located within the Oak Harbor Urban Growth Area (UGA) and is designated as “Planned Residential Estate” (PRE) and Planned Industrial Park (PIP) in the City’s Comprehensive Plan and would be zoned as PRE and PIP, if annexed (See Attachment 2 “Future Land Use Map”). The PRE Comprehensive Plan Designation is uncommon and only applies to select properties along North Oak Harbor Road. The PRE designation is Oak Harbor’s lowest-density residential designation and zone and permits three units per acre, which is approximately 14,000-15,000 square foot minimum lot sizes. This designation and zone was established at the time of Oak Harbor’s first Comprehensive Plan adoption in 1995 to preserve large lot homes “which, because of surrounding land uses, noise impacts from the Naval Air Station, environmentally sensitive areas, and existing land use patterns are better planned for preservation” (OHMC 19.20.005).

The City commonly enters into annexation agreements with proponents who want to annex to ensure that services and infrastructure will be provided to a property in a timely way and to ensure that the applicant pays their “fair share” to install the necessary infrastructure. The City requires annexed properties to be brought up to current standards for provision of water, sewer, storm, and streets at the time of development.

In this case, the Comprehensive Plan designation on two of the three parcels in question (PRE), prevents future development from occurring at an increased density or intensity. The zone precludes the development of commercial or industrial uses and the existing number of housing units on the properties in question already exceeds that which would be allowed under City PRE zoning, if annexed. The following table compares the density that would be allowed under PRE zoning, if annexed, to the existing density.

Parcel	Size	Existing Number of Units	Size of PRE-Zoned Area	Units Permitted by City PRE Zone	Existing Excess Density
R13326-110-1070	11.62 acres	39	11.62	35	4
R13326-079-1480	3.00 acres	8	3.00	9	-1
R13326-060-0970	4.50 acres	10	0.00	N/A	10
Total	19.12	57	14.62	38	13

Note: Parcel sizes are based on Island County Assessor’s data, not a survey.

The southernmost parcel is zoned Planned Industrial Park (PIP). The PIP-zoned parcel is 4.50 acres in size and 200 feet wide, which is narrow for an industrial property and could be difficult to develop with an industrial park use as a stand-alone parcel. Thus, due to the zoning, which would be applied to the properties in question (PRE and small area of PIP), if annexed, future development potential of these properties could be limited.

Building

The Building Division commented that the mobile home park located on the two tax parcels addressed as 2890 N. Oak Harbor Road would need to comply with Title 16 of the Oak Harbor Municipal Code (OHMC). Section 16.56.010 OHMC requires that mobile homes and mobile home parks meet certain requirements including surfacing of pads for the homes, skirting around the sides of homes, provision of a storage area for residents, landscaping along the outer edges of the mobile home park, and most significantly, connection to the public sewer and water systems within three years after annexation.

The Building Division also commented that verification of an approved septic system should be a condition of annexation.

Public Works

Sanitary Sewer

City code (OHMC 16.32.010 & 18.25.040) requires connection to public sewer if the existing on-site septic system fails. Island County Public Health informed the City that there are significant problems with the existing on-site septic system serving the Valley High Mobile Home Park. The system is out of date with current technology and soils in areas of the park are not suitable for on-site septic. The property is considered at high risk for failure and County staff encouraged the owners to explore the possibility of connecting to City sewer.

The nearest city sewer main is in NE Goldie Street approximately 800 feet from the NE corner of the proposed annexation (see Attachment 3). Connecting to the NE Goldie Street main would require installation of a collection system along with a lift station and force main because the proposed annexation area is at a lower elevation than the Goldie main. A public lift station would likely be required to be a regional lift station. The 2008 Comprehensive Sewer Plan (by Tetrattech/KCM) identifies expansion project D1 as a regional lift station located on or adjacent to the property proposed for annexation. The planning level cost for the lift station and the force main to Goldie Road is \$1,865,000. A second expansion project (D2) is a trunk line that would run from Goldie Road southward through the valley to the expansion project D1 lift station. The planning level cost for the trunk line (expansion project D2) from Goldie Road to the lift station is \$2,617,000. These projects have not been included in Oak Harbor's capital improvement budget and would need to be budgeted for if the City was to enter into a cost-sharing arrangement to construct the sewer improvements.

In 2012, BHC/Carollo consulting engineers prepared a Wastewater Treatment Preliminary Engineering and Facilities Plan indicating public gravity flow line (Area 12, Link D7) as an alternative to the regional lift station mentioned above. This gravity flow line would route to and along the east side of the valley servicing properties along the Goldie Street and Easy Street vicinity to the 7th Avenue lift station. Numerous easements for crossing private property would be necessary, and routing through wetlands and wetland buffers is probable. Capacity improvements to the existing lift station are also part of this improvement. The planning level costs for this link are approximately 3 to 4 million dollars.

A third possible connection point to City sewer main is approximately 1200 feet south of the proposed annexation at the northeast corner of the Oak Hollow Mobile Home Park in N. Oak Harbor Road. Preliminary review of site elevations indicates that there is potential for a gravity sewer connection to this main, but more extensive investigation would be necessary. In addition, this routing would not allow servicing of the southern Goldie Street and Easy Street vicinities ultimately requiring parallel sewers along the southern end of the valley, would cross wetlands, and would also require easements across private properties.

Water

City code (OHMC 16.32.050) requires that all mobile homes, recreational vehicles and mobile home parks be connected to the municipal water system. Mains exist in Goldie and N. Oak Harbor Roads (see Attachment 4). The proposed annexation could be served by a main extension from the existing Oak Harbor Street main. Additionally the North Transmission Main project will likely be installed within the next six years between N. Oak Harbor and NE Goldie streets in the Gun Club Road right-of-way that fronts the northern border of the proposed annexation. This future main would provide a shorter main extension but would also require a pressure reducing valve (PRV) station or individual PRVs on each connection.

Storm Water

The annexation is in a low area bordered by wetlands. LID techniques and storm water treatment would be required for development or redevelopment. Runoff from this area drains to the NE 7th Avenue wetlands to the south of the proposed annexation area.

Solid Waste

The existing interior street system is insufficient for access by garbage trucks. The streets are too narrow and do not permit a truck to pass through or turn around.

Transportation

Gun Club Road adjacent to the north side of the proposed annexation is not built to an urban standard. It is little more than a wide asphalt driveway, no curb, gutter, sidewalk exist and the asphalt is in poor condition. There is an existing drainage ditch along the north side.

The segments of Gun Club Road intersecting either side of N. Oak Harbor Street have an off-set of approximately 60 feet. This situation will cause significant operational and safety problems in the future when and if traffic on Gun Club Road increases. The current City Transportation Plan shows Gun Club Road extending from Heller Street to Goldie Street in the future and is classified as a collector street. The off-set intersection problem should be resolved as part of any development generating significant traffic on Gun Club Road.

Fire

The Fire Department commented that fire access and supply for fire protection does not meet the minimum Fire Code requirements. As concerns fire access, the existing streets within the properties will need to be modified to have a fire access turnaround and a connection between the two parcels or add an access road to the property addressed as 2890 Goldie Road. Additional fire hydrants must be installed at both locations; fire flow must be a minimum of 1,000 gallons per minute.

For staffing purposes, the Fire Department commented that the annexation will impact the fire department with increased fire and medical responses, hydrant maintenance and additional fire inspections of the apartment building. The Department commented that annexations and residential and commercial development has significantly impacted the fire department operations and response abilities. Additional on duty response personnel are needed to maintain adequate emergency response coverage and daily operational duties.

Police

The Police Department commented that the annexation of the property along with the existing city boundaries in this area have led to a “disjointed” and confusing location for ICOM, Sheriff’s Deputies and Officers. Past annexations which have created unincorporated “islands” have created service provision difficulties. Properties within unincorporated islands have created a situation in which the Police Department has to get the island County Sheriff’s Department involved for criminal investigations. City boundaries which follow rights-of-way work best for the Police Department.

2. WHETHER IT WILL REQUIRE THE SIMULTANEOUS ADOPTION OF PROPOSED ZONING.

The adoption of the Interlocal Agreement between Island County and the City of Oak Harbor on January 14, 2002 provides for the implementation of City zoning for areas of land contained within the UGA. The City of Oak Harbor's Comprehensive Plan defines the range and location of future land uses that will occur within the City and its UGA. The Comprehensive Plan indicates that the proposed annexation area is designated as Planned Residential Estate with some areas designated as Planned Industrial Park. Please see Future Land Use Map in Attachment 2. Per the Interlocal Agreement and Oak Harbor's Future Land Use Map, the property in question would be designated as PRE and PIP, if annexed.

3. WHETHER IT WILL REQUIRE THE ASSUMPTION OF ALL OR ANY PORTION OF EXISTING CITY INDEBTEDNESS BY PROPERTY OWNERS WITHIN THE AREA TO BE ANNEXED.

City indebtedness refers to existing or future bonds, the cost of which is shared by City taxpayers. The City does not currently have outstanding bond debt, but it is likely that there will be bonds issued in the future for capital projects. As such, it is logical for the City to require that properties in the proposed annexation to share in City indebtedness.

STAFF RECOMMENDATION

As previously mentioned and repeated here again, City Council must decide three things at this point in time:

1. Whether to accept the annexation as proposed; reject the annexation; or geographically modify the proposed annexation;
2. Whether it will require the simultaneous adoption of proposed zoning, and
3. Whether it will require the assumption of all or any portion of existing city indebtedness by property owners within the area to be annexed.

Whether to Accept, Reject or Geographically Modify the Annexation Petition

Accepting the annexation petition means that the applicant will be authorized to circulate and gather signatures for the three properties for which the original request was made. Since, the applicant owns all three properties, gathering signatures for this area would likely happen in quick succession.

If Council chooses to geographically modify the annexation petition, the annexation area would likely expand to include other adjacent properties. The practical implication for this alternative is that the applicant would be required to gather signatures from more property owners, likely increasing the time and effort required to submit a valid annexation petition.

If the Council rejects the petition request, there would be no further discussion in the near future about whether to annex the subject properties. State law and the City do not have an appeal process if the petition is rejected.

Whether to require the simultaneous adoption of proposed zoning

Oak Harbor is required to adopt a comprehensive plan by the State Growth Management Act for areas outside of its boundary, but within the Urban Growth Area (UGA). In compliance with this requirement, Oak Harbor's Future Land Use Map shows this area as PRE and PIP with corresponding zoning, if annexed. Therefore, PRE and PIP would be the zone that would apply to this property, if annexed.

Whether it will require the assumption of all or any portion of existing city indebtedness by property owners within the area to be annexed.

Typically, cities require annexed areas to assume a pro rata share of the city's indebtedness (outstanding bonds now or in the future). Properties pay this pro rata share through special property tax levies. In some cases, city's may not want an annexed area to share in city debts if an annexed area will have a heavy debt burden because it will finance its own infrastructure and services.

ATTACHMENTS:

1. Notice of intent to commence annexation proceedings
2. Future Land Use Map
3. City Sewer Map
4. City Water Map
5. Comprehensive Plan annexation policies

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

TO: CITY COUNCIL
FROM: CAC KAMAK, SENIOR PLANNER
SUBJECT: MANGAT ANNEXATION
DATE: APRIL 22, 2015
CC: LARRY CORT, CITY ADMINISTRATOR
STEVE POWERS, DEVELOPMENT SERVICES

On June 23, 2014 Mrs. Harbhajan Mangat submitted a notice of her intent to commence annexation proceedings for three parcels located at 2852 and 2890 North Oak Harbor Road near the southeast corner of the intersection with Gun Club Road (see Attachment 2). All three properties total approximately 19 acres. On August 6, 2014, the City Council accepted the petition and allowed it to move further procedurally.

City staff have further reviewed the petition and discussed its impact on City services such as Fire and Police, as well as the ability to serve the property with utilities (sewer and water). The discussions indicated that the annexation, at this time, is not a benefit to the City for the following reasons:

- The annexation request at this time is not supported by the City's Comprehensive Plan policies for annexation. Policies specifically require that annexations be logical extensions, don't result in unincorporated enclaves, evident that public facilities and service capacities already exist or planned for, can be served efficiently, economically and practically, should not diminish level of service, create excessive financial burden, meet City's fire and safety requirements, not reduce the City's fire rating, maintain existing level of police service etc.
- The current development does not meet the minimum City's Fire Code requirements and will significantly impact the Fire Departments operations and response abilities. The Fire Department has general concerns on having adequate resources to serve properties in the Urban Growth Area, and has indicated that as annexation occurs there will be a point when the level of service will likely be compromised if additional resources are not provided. Since this development has numerous issues with the City's Fire code, it is likely that additional on duty response personnel will be needed to maintain adequate emergency response coverage.
- Annexation of these properties will create a non contiguous city boundary along Oak Harbor Road that will result in confusion for emergency response. Police response to this area can lead to legal logistical issues between the City and the County in investigations and legal proceedings.
- Providing sewer to the property does not appear to be economically feasible or efficient at this time. Requiring the proponent to build sewer service in this area does not make fiscal sense. It is also not clear how the proponent can accomplish this task since easements would be needed across private properties. Projects to extend City sewer

service in this area have not been programmed into the City's Capital Improvements Plan and therefore there is not budget allocated to participate in a sewer project for the next six years.

- The current use of the property would be considered nonconforming if annexed into the City. This will limit redevelopment opportunities if annexed. Existing policies and zoning will prevent the property from developing higher densities if annexed. New residential units and higher density residential development is not supported by the City's zoning ordinance and policies.

Annexation of this area at this time is premature and will likely result in significant impacts to the City. An ideal time for this property to annex in to the City would be driven by a larger development in this area that would like to annex to the City, extend utilities and benefit from the City services. Until such time, this property is better suited to be located outside the City limits. Conversation with Island County Health officials indicate that there are some options that the applicant can pursue in the County to extend the life of their current sewer system on property they own.

The proponent has been informed on the review of their annexation petition. A copy of the letter sent to the proponent is included for your reference.

This item will be scheduled for formal City Council action in either May or June.





Legend

- Parcel Number (Parcel Number)
- Platted Lot Number
- Island County Parcels
- Quarter Section Boundary
- City/Town Limits
- Roads
- Water

Map ID: 230

Island County Assessor's Office
Updated 6/12/2014

SW 1/4 Sec.26 Twp.33 R.1E

These maps were created from available public records and existing maps, and are not intended to be used for legal purposes. Map features from all sources have been subject to a visual inspection for errors. While great care was taken in this process, errors from all sources may exist. The user assumes all responsibility for the accuracy of the information. The user assumes all responsibility for the accuracy of the information. The user assumes all responsibility for the accuracy of the information.

DO NOT USE AS A LEGAL DOCUMENT

Adjacent Maps by Map ID

227	228	229
235	230	231
235	229	228





April 14, 2015

The Mangat Group
 PO Box 1692,
 Marysville,
 Washington, 98270

Re: Annexation of Parcels R13326-079-148, R13326-110-1070, R13326-060-0970

Dear Harbhajan Mangat,

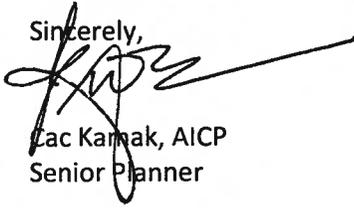
The City of Oak Harbor has discussed your petition to annex the above mentioned properties further. The discussion involved the City's Fire, Police, Public Works, Engineering, Building, Planning and Legal Department. The comments received from all the departments indicate that there are significant challenges and costs in bringing the property in compliance with the City's requirements. As it currently stands, all City departments have indicated that annexing the property into the City, at this time, is not in the best interest of the City for the following reasons:

- The current development does not meet the minimum City's Fire Code requirements and will significantly impact the Fire Departments operations and response abilities. Additional on duty response personnel will be needed to maintain adequate emergency response coverage.
- Annexation of your properties will create a non contiguous city boundary along Oak Harbor Road that will result in confusion for emergency response. This can lead to legal logistical issues between the City and the County in investigations and legal proceedings.
- Providing sewer to the property is not economically feasible or efficient at this time. Projects to extend sewer service in this area have not been programmed into the Capital Improvements Plan and therefore there is not budget allocated to participate in a sewer project for the next six years.
- The current use of the property would be considered nonconforming if annexed into the City. This will limit redevelopment opportunities if annexed. Existing policies and zoning will prevent the property from developing higher densities if annexed. New residential units and higher density residential development is not supported by the City's zoning ordinance and policies.
- The annexation request at this time is not supported by the City's Comprehensive Plan policies for annexation.

City staff will be sharing the above information with the City Council at its April 22, 2015 workshop that starts at 3pm at the City Council Chambers located at 865, SE Barrington Drive, Oak Harbor, WA 98277. You are welcome to attend this workshop. It is not known now whether the City Council will take public comments at the workshop since it is at their discretion and decided at the meeting. However, the City Council will take public comments when they make a formal decision on your annexation request at a regularly scheduled City Council meeting. The item will likely be scheduled in either May or June. Staff will inform you on the date when it is confirmed.

If you have any question please feel free to contact me at 360-279-4514.

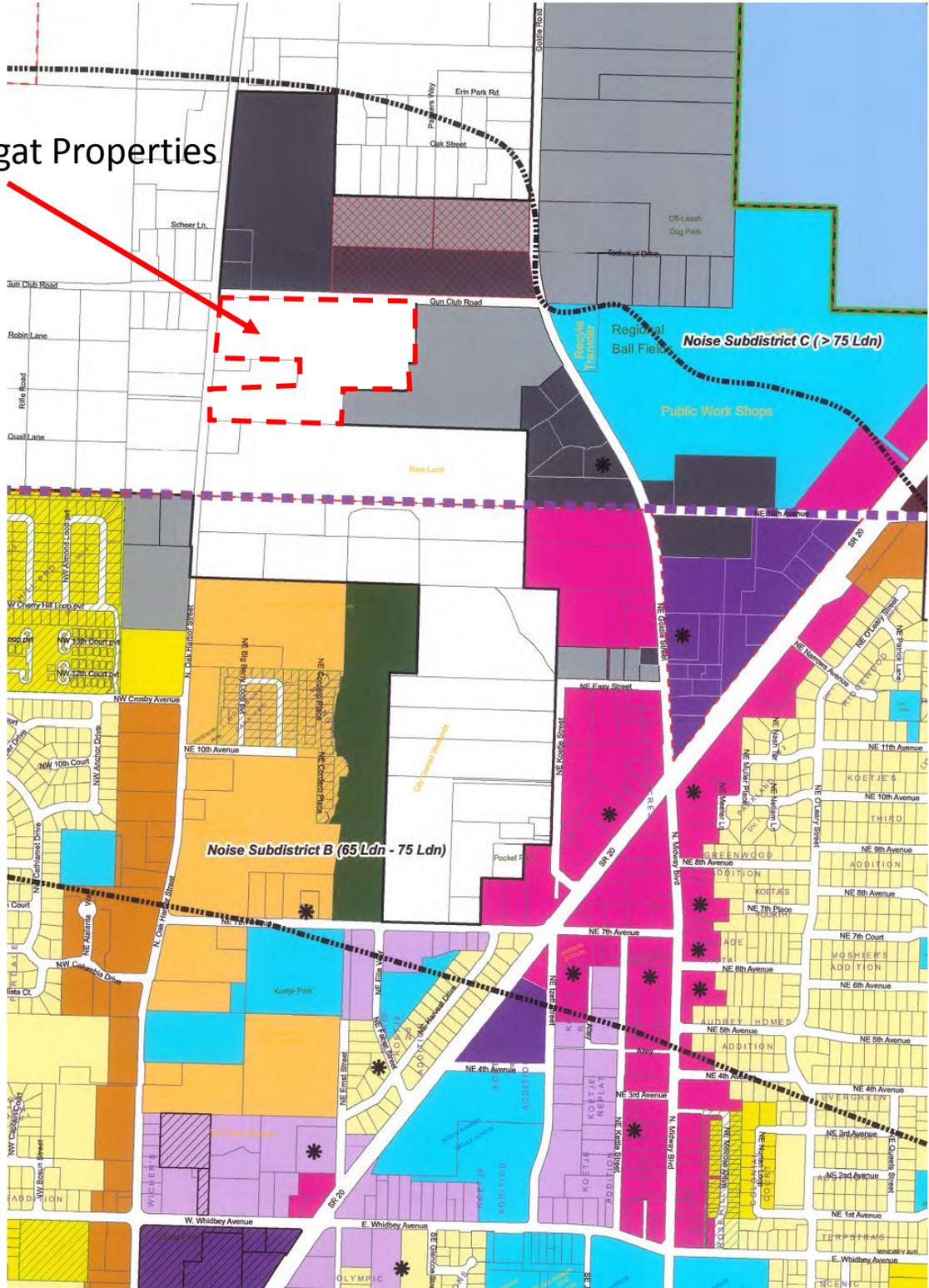
Sincerely,

A handwritten signature in black ink, appearing to read 'Zac Kamaak', with a long horizontal line extending to the right.

Zac Kamaak, AICP
Senior Planner

Cc: Ray Merrill, Fire Chief
Ed Green, Police Chief
Cathy Rosen, Public Works Director
Joe Stowell, City Engineer
Steve Powers, Development Services Director

Mangat Properties

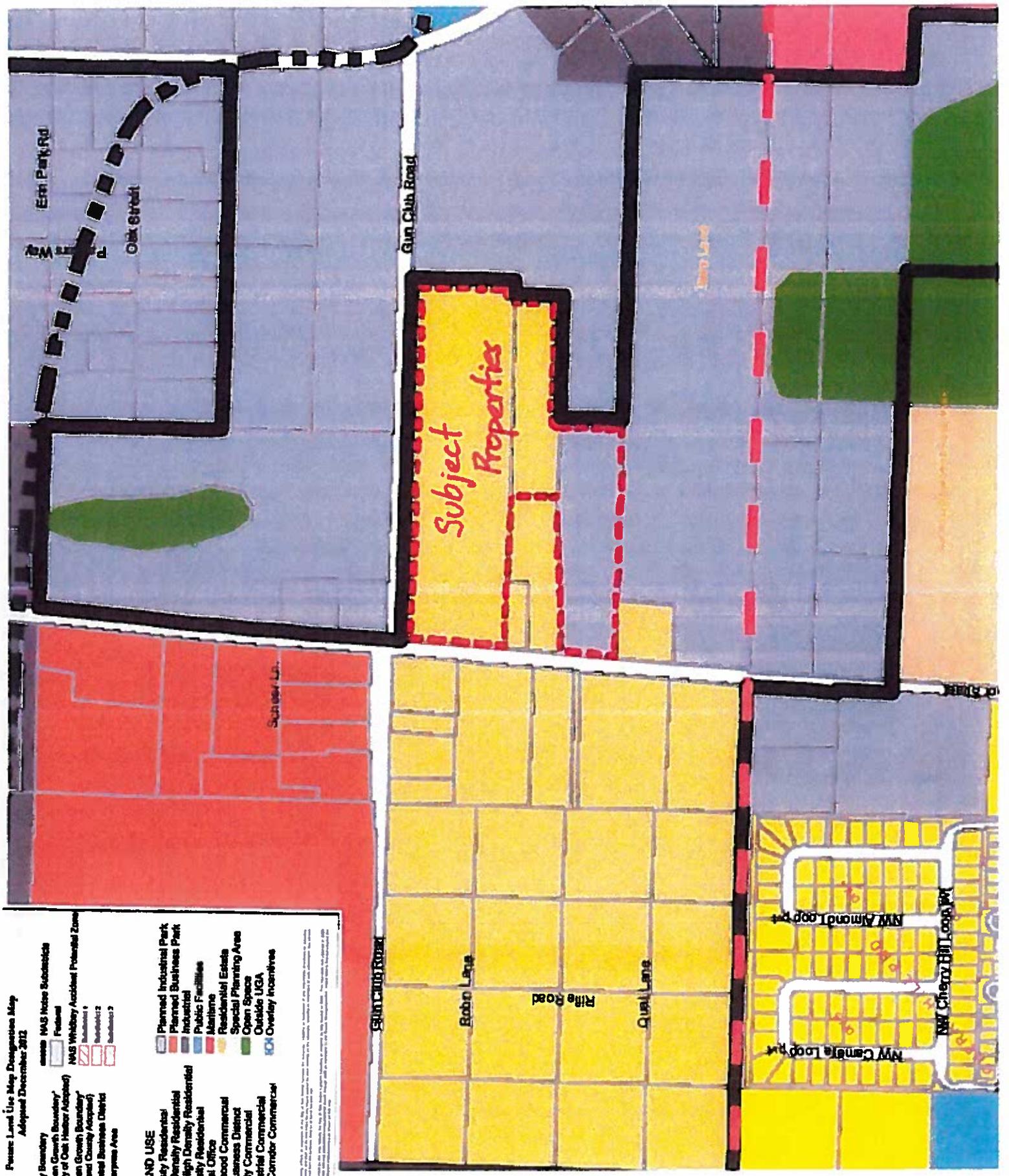


Future Land Use Map Designation Map
Adopted December 2012

	City Boundary		NAS Incentive Subsidize
	Urban Growth Boundary		Permit
	City of Oak Harbor Adopted		NAS Whittier Accident Potential Zone
	Urban Growth Boundary (Other County Adopted)		Subsidize 1
	Central Business District		Subsidize 2
	Enterprise Area		Subsidize 3

FUTURE LAND USE

	Low Density Residential		Planned Industrial Park
	Medium Density Residential		Planned Business Park
	Medium-High Density Residential		Industrial
	High Density Residential		Public Facilities
	Residential Office		Maritime
	Neighborhood Commercial		Residential Estates
	Central Business District		Special Planning Area
	Community Commercial		Open Space
	Auto/Industrial Commercial		Outside UGA
	Highway Corridor Commercial		IOX Overlay Incentives



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

Bill No. 10. a
Date: May 19, 2015
Subject: Resolution 15-14: WWTP - Use
of property underlying the
Whidbey Island Bank Building
after Construction

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Potential action on this item will be discussed at the City Council workshop at 3:00 pm on May 19, 2015. Draft Resolution 15-14 is included in the form presented to the City Council on May 5, 2015.

BACKGROUND / SUMMARY INFORMATION

The information provided below was included in the May 5, 2015 City Council packet. Following the discussion at that meeting, the Council elected to set aside additional time for further review at a special workshop meeting at 3:00 on May 19. To facilitate discussion at that meeting, staff requested that the Council provide specific comments and questions that they wish to have considered at that meeting. All questions received from the Council prior to May 12 will be addressed by staff at the workshop meeting on May 19. The Council may or may not elect to provide final action on this topic.

Content included in May 5, 2015 Council packet:

The City of Oak Harbor has been actively pursuing replacement of two aging wastewater treatment facilities with a new Membrane Bioreactor treatment plant in the Windjammer Vicinity.

Over the past several years, the City has narrowed the final location for the new Wastewater Treatment Plant (WWTP) to the south half of the former Whidbey Island Bank (WIB) property on Pioneer Way. The City went through an extensive due diligence process to determine if the WIB property was appropriate for the new WWTP and factored the status of the existing building into the appraised value of the property.

During due diligence, prior to purchase of the property, the City learned of a shared parking and access easement between Whidbey Island Bank and Beach View Plaza (where Peoples Bank is currently located) (Attachment B). The easement encumbers 90 parking spaces and access shared between the

two property owners.

For several months, we have been negotiating a resolution to the parking easement so that we may construct the new WWTP over the existing easement. This requires relocating, purchasing or otherwise disposing of the existing easement. Throughout negotiations, the owners of Beachview Plaza have expressed a continued need for the parking and consider it valuable asset to their property.

Staff has researched a number of alternatives in negotiating a temporary and permanent solution to the parking easement. Some of the alternatives include...

1. Leasing/purchasing a permanent/temporary easement or real property from an adjacent land owner to satisfy the parking needs.
2. Use existing City property (park land) to satisfy the need.
3. Use existing City property (WIB) to satisfy the need.

Each alternative has its own challenges.

Staff would like City Council to consider the demolition of the WIB bank building to provide a location to construct sufficient parking to satisfy the needs of the easement, provide parking for the new training facility and other City events.

The WIB building currently needs a significant amount of improvements to be occupied or leased for purposes other than its existing occupancy rating. Copies of the due diligence report on the property, the structural assessment and a presentation given to City Council prior to the purchase of the property have been attached for reference (Attachments C, D and E respectively).

It is important to reiterate that the condition of the WIB building was considered prior to purchasing the land and included in the appraisal of the property.

Staff would like to recommend the demolition of the Whidbey Island Bank building, likely to occur at the completion of constructing the new WWTP (spring 2018). Following demolition, pave the property to satisfy the access and parking easement with Beachview Plaza and/or to satisfy the parking needs of the City.

FISCAL IMPACT

Funds Required: To be determined

Appropriation Source: Wastewater Fund

Costs of demolition and reconstruction will be compiled after further discussion.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

CITY COUNCIL WORKSHOP

April 22, 2015 – Demolition of the WIB building was discussed at the City Council Workshop

February 26, 2014 – A report on the status of the WIB building and property was presented to City Council.

CITY COUNCIL PREVIOUS ACTIONS

March 18, 2014 – City Council authorized the purchase of the Whidbey Island Bank property

ATTACHMENTS

1. [Attachment A - Resolution 15-14](#)
2. [Attachment B - Beachview Plaza Agreement](#)
3. [Attachment C - Due Diligence Memorandum](#)
4. [Attachment D - Structural Engineering Report on the WIB Building](#)
5. [Attachment E - Due Diligence City Council Workshop Presentation](#)

RESOLUTION NO. 15-14

**A RESOLUTION OF THE OAK HARBOR CITY COUNCIL
DIRECTING STAFF TO REMOVE THE FORMER WHIDBEY
ISLAND BANK BUILDING UPON COMPLETION OF THE
WASTEWATER TREATMENT PLANT
AS PRESENTED THROUGH THIS RESOLUTION**

WHEREAS, the 2008 City of Oak Harbor Comprehensive Sewer Plan identifies the need for a new wastewater treatment facility to meet future growth and to replace aging and at-risk infrastructure; and

WHEREAS, on August 14, 2012, City Council adopted Resolution 12-17 selecting the Windjammer Park site using a membrane bioreactor process (MBR) to best meet the needs of the City; and

WHEREAS, on December 3, 2013 City Council adopted Resolution 13-31 formalizing the adoption of the Wastewater Facilities Plan; and

WHEREAS, on December 17, 2013, City Council approved a Purchase and Sale Agreement with Whidbey Island Bank for the purchase of their properties at 321 SE Pioneer Way. Final execution of the agreement was completed on December 20, 2013 which started a 90-day period for property inspections; and

WHEREAS, on February 26, 2014, staff presented a report on the Whidbey Island Bank property and building at a City Council workshop. The presentation identified concerns with the integrity of the building and identified a reciprocal agreement between Whidbey Island Bank and Beachview Plaza for shared access and parking; and

WHEREAS, on March 18, 2014, City Council authorized the Mayor to sign closing documents, lease back to Whidbey Island Bank and other documents as needed to secure the purchase the Whidbey Island Bank building for the purpose of constructing the wastewater treatment plant; and

WHEREAS, the costs to update the Whidbey Island Building would be extensive; and

WHEREAS, use of the Whidbey Island Building post construction would be complicated by lack of available parking; and

WHEREAS, a permanent solution to address the agreement with Beachview Plaza is necessary to continue with construction of the wastewater treatment plant; and

WHEREAS, additional parking will be necessary to meet the needs of a future community room.

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

1. The existing Whidbey Island Bank building will be removed following completion of construction of the Waste Water Treatment Facility and the resulting area will be used as parking to offset the requirements of the agreement with Beachview Plaza or for parking for the future community facility or other community needs.

PASSED by the City Council and approved by its Mayor this 5th day of May, 2015.

CITY OF OAK HARBOR

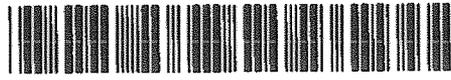
SCOTT DUDLEY, MAYOR

Attest:

Approved as to form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney



4103822
 Page: 1 of 27
 06/17/2004 03:38P

When Recorded Return To:

ISLAND COUNTY AUDITOR

EAS

Michael A. Barrett
 Perkins Coie LLP
 1201 Third Avenue
 Seattle Washington 98101

WASHINGTON STATE RECORDER'S COVER SHEET (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in) RE: IS 90704 - \$45 RECIPROCAL EASEMENT AGREEMENT	
Reference Number(s) of Documents assigned or released: [NONE]	
<input type="checkbox"/>	Additional reference numbers on page no. of document
Grantor(s) (Last name first, then first name and initials)	
1. Wells Fargo Bank, N.A., a national association 2. Whidbey Island Bank, a Washington corporation	
<input type="checkbox"/>	Additional names on page no. of document
Grantee(s) (Last name first, then first name and initials)	
1. Wells Fargo Bank, N.A., a national banking association 2. Whidbey Island Bank, a Washington corporation	
<input type="checkbox"/>	Additional names on page no. of document
Legal Description Lt. 1 and Lt. 2, O.H. BLA No. BND 04-00004, Vol. <u>4</u> , Pg. <u>53-54</u> and Reserve B, Ely's Add. to O.H.	
<input checked="" type="checkbox"/>	Additional legal on page nos. 22-24 of document
Assessor's Property Tax Parcel/Account Number	
<input checked="" type="checkbox"/>	S6565-00-00B34-1, S6565-00-00B05-1, S6565-00-00B13-1
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	



RECIPROCAL EASEMENT AGREEMENT

This RECIPROCAL EASEMENT AGREEMENT ("REA") is made as of June 17, 2004, by and between WELLS FARGO BANK, N.A., a national association ("Wells"), and WHIDBEY ISLAND BANK, a Washington corporation ("Whidbey").

RECITALS

Recital 1 Wells owns the land more particularly described on Exhibit A-1 hereto, together with all improvements located thereon ("Lot 1").

Recital 2 Pursuant to that certain Purchase and Sale Agreement dated May 27, 2004 between Wells and Whidbey (the "Purchase and Sale Agreement"), Whidbey, immediately prior to the recordation of this REA, acquired from Wells: (a) the land more particularly described on Exhibit A-2 ("Lot 2") and all improvements located thereon; (b) the land more particularly described on Exhibit A-3 (the "Reserve B Property") and all improvements located thereon; and (c) a back-up electrical generator, the existing enclosure for such generator and all associated equipment and exhaust pipes (collectively, the "Generator") that is located on Lot 1 and currently serves the improvements on both Lot 1 and Lot 2.

Recital 3 Lot 1, Lot 2 and the Reserve B Property are approximately depicted on Exhibit B hereto (the "Site Plan"), as is the approximate location of the Generator.

Recital 4 Wells and Whidbey desire to enter into this REA in order, among other things, to provide for easements for access, ingress and egress and parking and the continued use and operation of the Generator for the benefit of both Lot 1 and Lot 2.

Recital 5 It is the intent of Wells and Whidbey that this REA and the rights and obligations created hereby be covenants running with the land and bind and benefit the successors in title to Wells and Whidbey.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises, covenants and agreements herein contained, Wells and Whidbey, for themselves and their successors in title, agree as follows:

EXCISE TAX EXEMPT

JUN 17 2004

LINDA E. RIFFE
ISLAND COUNTY TREASURER



ARTICLE 1. DEFINITIONS

1.1 Certain Defined Terms

As used in this REA, the following terms have the following meanings:

Boundary Line Adjustment means City of Oak Harbor Boundary Line Adjustment No. BND 04-00004 prepared by Fakkema & Kingma, Inc. and recorded in the land records of Island County, Washington prior to the recordation of this REA, pursuant to which the common boundary of Lot 1 and Lot 2 was adjusted and the easements described in Section 2(a) below were created, all as therein provided.

Condemnation means the taking of or damage to a Parcel or any Improvements thereon, or any portion thereof, by reason of any exercise of the power of eminent domain or exercise of the police power, whether by a condemnation proceeding or otherwise, or any transfer of a Parcel or any Improvements thereon, or any portion thereof in avoidance of an exercise of the power of eminent domain or the police power.

Improvements means all buildings, structures, fixtures, facilities and other improvements now existing or hereafter constructed on a Parcel.

Laws means all statutes, codes, ordinances, rules, regulations, directives and policies enacted, promulgated or adopted by the United States of America, the State of Washington, Island County or Oak Harbor or any department, agency, board or other instrumentality thereof.

Mortgage means each of (a) a first priority mortgage, (b) a first priority deed of trust, and (c) to the extent applicable, the lease used to effectuate a sale and leaseback transaction.

Mortgagee means each of (a) the mortgagee under a first mortgage, (b) the beneficiary under a first deed of trust and, (c) to the extent applicable and as hereinafter provided, the fee owner and lessor of any Parcel which is the leaseback lessor in a sale and leaseback transaction. Except as expressly otherwise provided in this REA, the term "Mortgagee" shall not refer to any of the foregoing Persons when in possession of the Parcel of a Party.

Occupant means one and **Occupants** means two or more of the Persons entitled by lease, sublease, license or other contractual arrangement to use and occupy space within the Improvements on a Parcel.



Parcel means one and **Parcels** means two or more of Lot 1, Lot 2 and the Reserve B Property.

Party or Parties means (a) Wells as the owner of Lot 1, (b) Whidbey as the owner of Lot 2 and the Reserve B Property, (c) each Person who succeeds to the entire ownership interest in a Parcel, and (d) the lessee in a sale-leaseback of a Parcel. The following shall not be Parties:

(i) A lessee, sublessee, licensee or other Person who by agreement has the right to occupy and use all or a portion of a Parcel but who does not hold the entire ownership interest in a Parcel;

(ii) A Mortgagee prior to its succeeding to the entire ownership interest in a Parcel; and

(iii) During the term of a sale-leaseback of a Parcel, the holder of the lessor's interest in such sale-leaseback.

Permittee means one and **Permittees** means two or more of the officers, directors, employees, agents, partners, members, managers, contractors, customers, visitors, and invitees of Parties and Occupants.

Person means a natural person, partnership, association, corporation, limited liability company, business trust, municipal corporation, municipality and any other form of business organization.

1.2 Additional Terms

Capitalized terms used in this REA and not defined in Section 1.1 shall have the meanings given to them elsewhere in this REA.

ARTICLE 2. EASEMENTS

2.1 Definitions and Documentation

(a) For the purposes of this Article 2, the following will apply:

(i) The Party granting an easement and all successor Parties with respect to the burdened Parcel or Parcels shall be the "Grantor" and the Party to whom an easement is granted and all successor Parties with respect to the benefited Parcel or Parcels shall be the "Grantee."



(ii) The word "in" with respect to an easement granted "in" a Parcel means, as the context may require, any one or more of "in," "to," "on," "over," "through," "upon," "across" and "under."

(iii) An easement shall bind and burden the Parcel or Parcels designated in the grant of the easement. Such Parcel or Parcels shall, for the purpose of this REA, be deemed to be the servient tenement. Where only a portion of a Parcel is bound and burdened by an easement, only that portion of the Parcel shall be deemed to be the servient tenement.

(iv) Unless provided otherwise, all easements granted herein are nonexclusive, perpetual and irrevocable.

(b) All easements granted hereunder shall exist by virtue of this REA, without the necessity of confirmation by any other document. If this REA provides that an easement terminates (in whole or in part) or shall be released in respect of all or any part of any Parcel at a specified time or upon the occurrence of specified events, the easement shall so terminate or be released without the necessity of confirmation by any other document. The foregoing notwithstanding, upon the request of a Party, each Party will sign and have acknowledged a document in recordable form that memorializes the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of an easement, if the form and substance of the document is acceptable to each Party in such Party's reasonable discretion.

(c) Each Grantor hereby reserves the right to eject from the area subject to an easement granted by the Grantor hereunder any Persons whose use of the easement area exceeds the scope of the easement granted hereunder or whose use is unlawful, unreasonably dangerous, unreasonably disruptive of the normal use of the easement area by others entitled to use such easement area or a nuisance. In addition, each Grantor reserves the right to close off easement areas for such reasonable periods of time as may be (i) legally necessary to prevent the acquisition of prescriptive rights by anyone or (ii) necessary to effect repairs, renovation and restoration; provided, however, that before closing off a portion of the easements, the Party in whose Parcel such portion is located shall give notice to all Grantees of easements in such portions who rely thereon in the operation of their Parcels or for purposes of the compliance of their Parcels with applicable Laws of its intention to do so and shall coordinate the closing with such Grantees and their Occupants so that no unreasonable interference with the operation of the affected Parcels occurs and the affected Parcels are not thereby caused to be in violation of applicable Laws.



2.2 Easement for Encroachments

(a) If and to the extent that any of the existing Improvements on Lot 1 or any of the foundations, footings or supports for any of such Improvements encroach onto Lot 2, Whidbey hereby grants and conveys to the Party with respect to Lot 1 easements in Lot 2 for such existing encroachments and for the operation, maintenance, repair, removal, replacement and demolition of the Improvements and the associated foundations, footings and supports within the area of the existing encroachments, provided, however, that the extent of any encroachment shall not thereby be increased, all damage caused by such operation, maintenance, repair, removal, replacement and demolition shall promptly be repaired at the Grantee's expense and in no event shall any Improvement, foundation, footing or support be removed or altered so as to deprive any Improvements on Lot 2 of necessary support.

(b) If and to the extent that any of the existing Improvements on Lot 2 or any of the foundations, footings or supports for any of such Improvements encroach onto Lot 1, Wells hereby grants and conveys to the Party with respect to Lot 2 easements in Lot 1 for such existing encroachments and for the operation, maintenance, repair, removal, replacement and demolition of the Improvements and the associated foundations, footings and supports within the area of the existing encroachments, provided, however, that the extent of the encroachment shall not thereby be increased, all damage caused by such operation, maintenance, repair, removal, replacement and demolition shall promptly be repaired at the Grantee's expense and in no event shall any Improvement, foundation, footing or support be removed or altered so as to deprive any Improvements on Lot 1 of necessary support.

(c) Each of the easements granted in Sections 2.2(a) and 2.2(b) shall remain in effect until the encroachment for which such easement has been granted no longer exists.

2.3 Access, Ingress, Egress and Parking Easements

(a) Pursuant to the Building Line Adjustment, Wells, as the owner of Lot 2 and the Reserve B Property at the time the Building Line Adjustment was recorded, created the following easements, each as depicted on the Building Line Adjustment:

(i) an easement in Lot 2 twenty (20) feet in width in favor of the Party with respect to Lot 1 and the Party with respect to the Reserve B Property for pedestrian and vehicular access between Lot 1 and the Reserve B Property in connection with the use, enjoyment, operation, maintenance, repair, renovation and replacement of Lot 1 and the Reserve B Property and the Improvements from time to time located thereon; and



(ii) an easement in the Reserve B Property thirty (30) feet in width in favor of the Party with respect to Lot 1 and the Party with respect to Lot 2 for pedestrian and vehicular access for such Parties and the Occupants and Permittees of Lot 1 and Lot 2 between such Lots and City Beach Street in connection with the use, enjoyment, operation, maintenance, repair, renovation and replacement of Lot 1 and Lot 2 and the Improvements from time to time located thereon.

The Party with respect to Lot 2 and the Reserve B Property shall have the right to relocate to the southern boundaries of such Parcels the easements described above, provided that (A) such relocation is performed only after thirty (30) days written notice of such Party's intention so to relocate given to the Grantee of the easement and (B) such relocation: (1) will not unreasonably interfere with or diminish the enjoyment of the easement by the Grantee and its Occupants and Permittees; (2) will not reduce or unreasonably impair the usefulness or function of the easement; and (3) is performed without cost or expense to the Grantee and so as to minimize any disruption of Grantee's use of the easement.

(b) Whidbey hereby grants and conveys to the Party with respect to Lot 1 the following easements:

(i) Whidbey hereby grants and conveys to the Party with respect to Lot 1 easements in Lot 2 for pedestrian and vehicular ingress and egress and the use of four (4) parking spaces in the location shown on the Site Plan (which is the portion of the "Bayshore Driveway Easement to Admin. Building" shown on the Site Plan as lying immediately south of SE Pioneer Way) by such Party and the Occupants and Permittees of Lot 1 in connection with the use, enjoyment, and operation of Lot 1 and the Improvements from time to time located thereon.

(ii) Whidbey hereby grants and conveys to the Party with respect to Lot 1, an easement in the Reserve B Property for parking of vehicles by such Party and the Occupants and Permittees of Lot 1 in connection with the use, enjoyment, and operation of Lot 1 and the Improvements from time to time located thereon.

(c) The easements provided for in this Section shall be subject to the provisions of Article 3 of this REA.



2.4 Easements for Generator

(a) Wells hereby grants and conveys to the Party with respect to Lot 2 easements in Lot 1 for (i) the presence, use, operation, maintenance, repair and replacement of the Generator in its current location and (ii) pedestrian and vehicular access to the Generator, in each case in the location shown on the Site Plan.

(b) The Party with respect to Lot 2 shall, at all times while the easements granted under this Section 2.4(a) are in effect, twenty four hours a day, seven days a week, at its expense but subject to partial reimbursement as provided below, operate and maintain the Generator for the benefit of itself and the Party with respect to Lot 1 and keep the Generator in good working order and repair and in compliance with all applicable Laws and insurance requirements, which obligation shall include replacing the Generator as necessary. The Party with respect to Lot 2 shall coordinate all maintenance, repair and replacement activities with the Party with respect to Lot 1 and shall use commercially reasonable efforts to minimize any disruption of the use and enjoyment of Lot 1 by the Party with respect to Lot 1 and the Occupants and Permittees of Lot 1.

(c) The Party with respect to Lot 2 shall, at its expense but subject to partial reimbursement as provided below, at all times while the easements granted under Section 2.4(a) remain in effect, obtain and maintain casualty and liability insurance in respect of the Generator and the operation, maintenance, repair and replacement thereof in amounts adequate to protect itself and the Party with respect to Lot 1 and any Mortgagees against loss and liability arising out of the existence and operation of the Generator, casualty or other damage to the Generator and casualty or other damage to the Improvements on Lot 1 caused by the existence, operation, maintenance, repair or replacement of the Generator. The types and amounts of such insurance and the insurers providing such insurance, shall be subject to the approval of the Party with respect to Lot 1, which approval shall not be unreasonably withheld, delayed or conditioned. The Party with respect to Lot 1 and any Mortgagee holding a Mortgage on Lot 1 shall be named as additional insureds on all liability insurance and as loss payees, according to their interest, with respect to casualty insurance. All such insurance shall provide that it may not be terminated or expire and may not be modified so as to decrease coverage or remove an insured or loss payee without at least thirty (30) days' prior notice by the insurer to all insureds, additional insureds and loss payees. Within ten (10) days after written request, the Party with respect to Lot 2 shall provide the Party with respect to Lot 1 with copies of insurance certificates, evidencing that all required insurance is in place.



(d) Unless and until the Party with respect to Lot 1 elects by written notice to the Party with respect to Lot 2 that the Improvements on Lot 1 shall no longer be served by the Generator, the Party with respect to Lot 1 shall pay to the Party with respect to Lot 2 a pro rata share of (i) the actual, out-of-pocket costs and expenses incurred by the Party with respect to Lot 2 in the operation, maintenance, repair, and replacement of the Generator and (ii) the premiums for the insurance required under Section 2.4(c) above. (If the insurance required by Section 2.4(c) above is provided under policies of insurance that cover Improvements or locations other than the Generator or that insure the Party with respect to Lot 1 for liabilities arising other than in connection with the existence, operation, maintenance, repair and replacement of the Generator, the Parties shall reasonably agree upon the portion of the premium for such insurance that is fairly allocable to the insurance coverages required by Section 2.4(c) and only that portion of the premium shall be allocated between the Parties under this Section 2.4(d).) The Parties' pro rata shares shall be based on the square footage of the Improvements owned by such Parties on Lot 1 and Lot 2 that are served by the Generator, as such square footage may change from time to time. At the date hereof, the Parties acknowledge that the square footage of the Improvements on Lot 1 is 28,799 square feet and on Lot 2 is 34,031 square feet, so that the pro rata share under this Section 2.4(d) for Lot 1 is 45.84% and for Lot 2 is 54.16%. The Parties' pro rata shares may be recalculated from time to time at the request of either Party following the construction of new or the alteration of existing Improvements, but pro rata shares shall conclusively be deemed correct until so adjusted, any such adjustment shall operate prospectively only, and in no event shall the adjustment of pro rata shares alter or otherwise affect the Parties' payment obligations under this Section 2.4(d) for any period prior to such adjustment. If the Parties are unable to agree upon an adjustment to their pro rata shares following the construction of new or the alteration of existing Improvements, they shall retain a mutually acceptable architect or space planner to determine their pro rata shares and the determination of such Person shall be conclusive. The Parties with respect to Lot 1 and Lot 2 shall share equally the cost and expense of such architect or space planner. Amounts owed under this Section 2.4(d) by the Party with respect to Lot 1 to the Party with respect to Lot 2 shall be paid by the Party with respect to Lot 1 within thirty (30) days after receipt of a bill, accompanied by reasonable evidence supporting the amount billed.

(e) If, after the date hereof, the Party with respect to Lot 1 alters the existing Improvements or constructs new Improvements on Lot 1 so as to require relocation of the Generator, the Party with respect to Lot 1 shall have the right, upon not less than sixty (60) days prior notice to the Party with respect to Lot 2, to relocate the Generator either to a new location on Lot 1 or onto Lot 2 at the sole cost and expense of the Party with respect to Lot 1. The new location of the Generator shall be reasonably satisfactory to the Party with respect to Lot 2 and shall comply with all



applicable Laws and insurance requirements. The Party with respect to Lot 1 shall coordinate the relocation of the Generator with the Party with respect to Lot 1 and shall use commercially reasonable efforts to minimize any disruption of the use and enjoyment of the Generator or Lot 2 by the Party with respect to Lot 2 or the Occupants, and the Permittees of any of them. The easements granted under Section 2.4(a) above shall terminate upon the relocation of the Generator under this Section 2.4(c), but the Parties' rights and obligations under Sections 2.4(b), (c) and (d) shall continue in full force and effect in accordance with their terms.

(f) The easements granted by this Section 2.4 and all of the Parties' rights and obligations under this Section 2.4 shall expire on the date that is ninety (90) days after either: (i) the Party with respect to Lot 2 gives written notice to the Party with respect to Lot 1 that the Party with respect to Lot 2 intends permanently to discontinue its use of the Generator or (ii) the Party with respect to Lot 1 gives written notice to the Party with respect to Lot 2 that it believes that the Party with respect to Lot 2 has discontinued its use of the Generator for a period of at least one (1) year, unless the Party with respect to Lot 2 gives written notice to the Party with respect to Lot 1 within thirty (30) days after receiving notice from the Party with respect to Lot 1 that it intends to resume use of the Generator within one hundred eighty (180) days and in fact resumes such use.

(g) If the easements granted under Section 2.4(a) above expire as provided in Section 2.4(f) above, the Party with respect to Lot 2 shall either (i) remove the Generator (including all associated enclosures, equipment and exhaust pipes) at its sole cost and expense prior to the expiration of such easements, repair all damage caused by such removal and restore the Improvements on Lot 1 to their condition prior to such removal or (ii) if the Party with respect to Lot 1, in its sole discretion, so elects by written notice to the Party with respect to Lot 2, the Party with respect to Lot 2 shall convey the Generator to the Party with respect to Lot 1 for no consideration, in which case the Party with respect to Lot 1 shall be forever relieved of its obligation to remove the Generator.

(h) The Party with respect to Lot 2 shall indemnify, defend with counsel reasonably satisfactory to the indemnitee, and protect and hold harmless the Party with respect to Lot 1 and its respective officers, directors, agents, servants, employees, partners, members, managers and affiliates against all loss, claims, liability, costs and expenses (including reasonable attorneys' fees) incurred by the Party with respect to Lot 1 arising from or out of the operation, maintenance, repair and replacement of the Generator.



ARTICLE 3. MAINTENANCE, REPAIR AND OPERATION OF EASEMENT AREAS

3.1 Maintenance of the Easement Areas on Each Parcel

Except as otherwise provided in Section 2.4 above, each Party shall maintain in good and safe condition the easement areas located on such Party's Parcel at its sole cost and expense.

3.2 Parking Areas

(a) The Parties with respect to Lot 2 and the Reserve B Property shall operate, maintain and repair the easement areas intended as parking areas ("Parking Areas") for such purpose and no other. Without limiting the foregoing, such Parties shall maintain all paved surfaces and curbs in good, useable condition; clean, sweep, restripe, repair and resurface such areas as necessary; remove trash, snow and ice; place, keep in repair, replace and repaint any necessary directional signs, markers and lines; and operate, keep in repair, clean and replace when necessary the lighting facilities for such parking areas.

(b) The Parties with respect to Lot 2 and the Reserve B Property may, from time to time, adopt reasonable rules and regulations governing the use of Parking Areas by the Parties and their Occupants and Permittees. Rules and regulations proposed by a Party for Parking Areas in such Party's Parcel shall be delivered to the other Parties for approval before taking effect. The other Parties shall not unreasonably withhold approval of proposed rules and regulations, provided that such rules and regulations shall apply equally and without discrimination to all Parties and their Occupants and Permittees. Failure of a Party to disapprove rules and regulations for the Parking Areas proposed by another Party with respect to the Parking Areas on its Parcel within fifteen (15) days after receipt shall be deemed to constitute approval. Amendments to rules and regulations adopted in accordance with this Section 3.2(b) shall be subject to prior approval in the same manner as the initial rules and regulations. The adoption of rules and regulations and their subsequent amendment shall not be, nor shall it require, an amendment of this REA. The Parties shall agree to observe and comply with and to use reasonable efforts to cause their Occupants and Permittees to observe and comply with all approved rules and regulations.

(c) The rights of the Grantor and Grantee of a parking easement and their Occupants and Permittees to use and enjoy the Parking Area subject to the easement shall be nonexclusive and the Grantor and Grantee and their Occupants and Permittees shall use the Parking Area subject to the easement in common. No Grantor of a parking easement or its Occupants or Permittees shall operate, maintain,



repair or alter the Parking Area subject to the easement, eliminate parking spaces, restrict parking or create reserved or limited use parking spaces in such Parking Area, adopt rules or regulations for such Parking Area or otherwise act in a way that would cause the Grantor of the easement for such Parking Area or the Grantor's Occupants or Permittees to be preferred over the Grantee of such easement or such Grantee's Occupants or Permittees in respect of the right to use and enjoy the Parking Area in common with all others entitled to use and enjoy the Parking Area. No Party shall impose or attempt to impose any charge, service fee or exact any other consideration in exchange for the right of another Party to use the Parking Areas for their intended purpose.

ARTICLE 4. TRANSFER OR CONVEYANCE OF PARCELS

If a Party sells, transfers or otherwise conveys a Parcel, the transferee of such Party shall be bound by and responsible for the performance of the transferring Party's obligations under this REA insofar as they pertain to the Parcel transferred and such Party shall, as respects the Parcel transferred, be released from all liabilities of thereafter complying with the provisions of this REA with respect to the Parcel transferred.

ARTICLE 5. INDEMNIFICATION

The Party as to each Parcel shall indemnify, defend with counsel reasonably satisfactory to the indemnitee, and protect and hold harmless each other Party and its respective officers, directors, agents, servants, employees, partners, members, managers and affiliates (collectively, "Indemnitees") against all loss, claims, liability, costs and expenses (including reasonable attorneys' fees) incurred by the Indemnitees arising from or out of any occurrence (a) in or upon the indemnitor's Parcel, except to the extent the same is caused by the an Indemnitee's negligence, willful misconduct or breach of this REA or is the responsibility of the Indemnitee under Section 2.4(h) above, and/or (b) occasioned primarily by the negligence or willful misconduct of or breach of this REA by the indemnifying Party, its agents, contractors, employees, partners, members, managers or servants.

ARTICLE 6. CONDEMNATION

6.1 Waiver of Rights in Another Party's Parcel

In the event a Parcel or any part thereof is taken by Condemnation, each Party waives, in favor of the Party whose Parcel or any part thereof is taken by Condemnation, any value of the condemnation award attributable to any easements or other rights a Party holds in the Parcel of such other Party under this REA; and no



part of such award shall be payable to the holder of the dominant tenement by virtue of such easement. However, a waiver under this Section shall not preclude the holder of any interest in another Parcel from claiming and collecting the severance and consequential damages to its own Parcel resulting from the taking of the condemned portion of the other Parcel.

6.2 Termination of REA as to Property Condemned

Upon the effective date of a Condemnation, the property Condemned shall no longer be subject to this REA and the Party with respect to such property shall have no further obligations hereunder with respect to such property.

6.3 No Termination of Easements

No termination under this Article shall affect the existence of the easements granted under Article 2, except to the extent such easements burden land taken by Condemnation.

ARTICLE 7. EXCUSES FOR NONPERFORMANCE

Notwithstanding anything contained in this REA, each Party shall be excused from performing any obligation under this REA, and any delay in the performance of any obligation under this REA shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, floods, explosion, actions of the elements, war, riots, mob violence, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, Condemnation, court orders, laws or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of such Person (other than lack of or inability to procure monies to fulfill its commitments and obligations under this REA).

ARTICLE 8. RIGHTS UPON DEFAULT

8.1 Right to Cure

In the event any Party defaults in the performance of any of its obligations under this REA, the non-defaulting Parties, and each of them, shall have the right, but not the obligation, upon thirty (30) days written notice, to cure such default for the account of and at the expense of the defaulting Party; provided, however, that (a) if the default is of such a nature that it cannot be cured within thirty (30) days, then the non-defaulting Parties' right so to cure shall be suspended if and for so long as the



defaulting Party commences to cure such default within said thirty (30) day period and thereafter proceeds with diligence and continuity to cure the same, and (b) in the event of emergency conditions constituting default, the non-defaulting Parties acting in good faith shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. Any notice hereunder shall specify with particularity the nature of the default claimed and shall set forth in detail the action which the Party giving such notice proposes to take in order to cure the claimed default. To effectuate any such cure, the non-defaulting Parties shall have the right to enter upon the Parcel of the defaulting Party (but not any Improvements) to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting party.

8.2 Legal and Equitable Relief

Each Party shall have the right to prosecute any proceedings at law or in equity against any other Party hereto, or any other Person, violating or attempting to violate or defaulting upon any of the provisions contained in this REA, in order to prevent the violating or defaulting Party or any such Person from violating or attempting to violate or defaulting upon the provisions of this REA and to recover damages for any such violation or default. The remedies available under this Section 8.2 shall include, by way of illustration but not limitation, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of this REA.

8.3 Costs of Cure; Interest

If under this REA a Party is compelled or elects to pay any sum of money or do any acts that require the payment of money by reason of another Party's failure or inability to perform any of the provisions of this REA to be performed by such other Party, the defaulting Party shall promptly upon demand reimburse the paying Party for such sums, and all such sums shall bear interest at the rate (the "Interest Rate") of three percent (3%) per annum over the then existing "Prime Rate" from time to time published in The Wall Street Journal (the "Prime Rate") (but in no event exceeding the maximum rate per annum permitted by Washington law) from the date of expenditure until the date of such reimbursement. Any other sums payable by any Party to any other Party under this REA that shall not be paid when due shall bear interest at the rate of three percent (3%) per annum over the then existing Prime Rate (but in no event exceeding said maximum annual rate) from the due date of payment thereof.



8.4 Waiver and Remedies Cumulative

No waiver by any Party of any default under this REA shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party or any other Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this REA shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this REA. All of the remedies permitted or available to a Party under this REA or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

8.5 Default Shall Not Permit Termination of REA

No default under this REA shall entitle any Party to cancel or otherwise rescind this REA; provided, however, that this limitation shall not affect any other rights or remedies that the Parties may have by reason of any default under this REA.

ARTICLE 9. NOTICES

All notices or demands of any kind which the parties hereto may be required or may desire to give to one another in connection with this Agreement shall be in writing and may be hand delivered, sent by overnight courier providing evidence of delivery, or sent by registered or certified U.S. mail, postage prepaid, return receipt requested. Any such notice or demand shall be given at the addresses set forth below:

Wells:

Wells Fargo Bank, N.A.
MAC A0149-061
633 Folsom Street, 6th Floor
San Francisco, CA 94107
Attn: Luis Rustia
Corporate Properties Group



and: Wells Fargo Bank, N.A.
333 South Grand Avenue
Suite 1040
Los Angeles, CA 90071
Attn: Robert J. Coli
Vice President and Senior Counsel

with a copy to: Perkins Coie LLP
1201 Third Avenue
Seattle, WA 98101
Attn: Michael A. Barrett

Whidbey:

Whidbey Island Bank
450 SW Bayshore Drive
Oak Harbor, WA 98277
Attn: Jack Wagner

with a copy to: Christan C. Skinner
740 Southeast Pioneer Way
Oak Harbor, WA 98277

subject to the right of a Party to designate a different address by notice similarly given at least ten (10) days in advance. A Party shall be required to give notices hereunder to a Person who first became a Party to this REA after the date hereof only after the new Party has given notice to the other Parties of the address to which notices to such new Party are to be given. Unless specifically stated to the contrary elsewhere in this REA, any notice shall be deemed to have been given, made or communicated as the case may be, on the date the same was delivered or delivery was attempted.

ARTICLE 10. EXPIRATION

This REA shall expire and be of no further force and effect when all easements granted hereunder shall have terminated in accordance with the terms of this REA.

ARTICLE 11. MISCELLANEOUS

11.1 Amendment

This REA may be amended or otherwise modified only in writing, signed and acknowledged by the Parties, and recorded in the official records of Island County,



Washington. No amendment or other modification of this REA shall require any consent or approval on the part of any Person other than a Party.

11.2 Exhibits

Each reference herein to an Exhibit refers to the applicable Exhibit that is attached to this REA, which Exhibit may be amended by the Parties from time to time in accordance with the provisions of Section 11.1 above. All such Exhibits constitute a part of this REA and by this Section are expressly made a part hereof.

11.3 References to Articles and Sections

All references herein to a given Article or Section refer to the Article or Section of this REA.

11.4 Captions

The captions of this REA are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope of intent of this REA, and they shall not affect the interpretation hereof.

11.5 Locative Adverbs

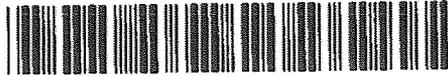
The locative adverbs "herein," "hereunder," "hereto," "hereby," "hereinafter," and like words wherever the same appear herein, mean and refer to this REA in its entirety and not to any specific Article or Section hereof.

11.6 REA for Exclusive Benefit of Parties

The provisions of this REA are for the exclusive benefit of the Parties, and the successor Parties, and not for the benefit of any third Person. Except as otherwise expressly provided herein, this REA shall not be deemed to have conferred any rights upon any third Person.

11.7 No Partnership, Joint Venture or Principal-Agent Relationship

Neither anything in this REA nor any acts of the Parties shall be deemed by the Parties, or by any third Person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties, and no provisions of this REA are intended to create or constitute any Person a third party beneficiary hereof.



ISLAND COUNTY AUDITOR

EAS

11.8 Successors

This REA shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

11.9 Severability

If any provision of this REA shall to any extent be invalid or unenforceable, the remainder of this REA (or the application of such provision to Persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this REA, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

11.10 Governing Laws

This REA shall be construed and governed in accordance with the laws of the State of Washington.

11.11 No Dedication

Nothing herein contained shall be deemed to be a gift or dedication of any part of a Parcel to the general public, or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this REA shall be strictly limited to and for the purposes herein expressed.

11.12 Covenants Run with the Land

It is intended that the covenants, easements, agreements, promises and duties of each Party as set forth in this REA shall be construed as covenants and not as conditions, and that, to the fullest extent legally possible, all such covenants shall run with the land or constitute equitable servitudes as between the Parcel of the respective covenantor, as the servient tenement, and the Parcel of the respective covenantee, as the dominant tenement. The Parties agree that all of their interests, including fee simple and leasehold interests, in the Parcels are subject to the provisions of this REA.

11.13 Counterparts

This REA may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. The signature of a Party to any counterpart may be removed and attached to any other counterpart. Any counterpart to which is attached the signatures of all Parties shall constitute an original of this REA.



11.14 Interpretation

Each Party to this REA and its counsel have reviewed and revised this REA. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this REA or of any amendments to this REA.

[Signatures appear on the following page.]



ISLAND COUNTY AUDITOR

EAS

IN WITNESS WHEREOF, each Party has caused its duly authorized officer to sign this REA as of the day and year first above written.

WELLS FARGO BANK, N.A.,
a national banking association

By *Luus S. Purton*
Name: *LUUS PURTON*
Title: *VP*

By *David Nelson*
Name: *DAVID NELSON*
Title: *SVP*

WHIDBEY ISLAND BANK,
a Washington corporation

By _____
Name: _____
Title: _____



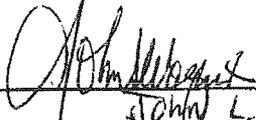
IN WITNESS WHEREOF, each Party has caused its duly authorized officer to sign this REA as of the day and year first above written.

WELLS FARGO BANK, N.A.,
a national banking association

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

WHIDBEY ISLAND BANK,
a Washington corporation

By 
Name: John L. Wagner
Title: CEO & Chief Operating Officer



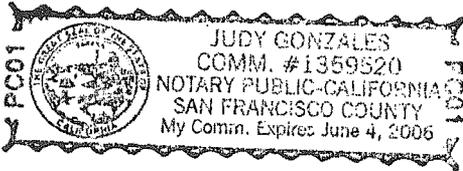
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Francisco } ss.

On 6/14/04, before me, Judy Gonzales, Notary Public
personally appeared Luis S. Rosta & David Nelson

- personally known to me
proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Judy Gonzales
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

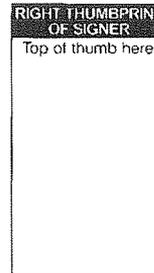
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Capacity(ies) Claimed by Signer

- Signer's Name:
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Corporate Officer - Title(s):
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:





ISLAND COUNTY AUDITOR

EAS

EXHIBIT A-1

Legal Description of Lot 1

Lot 1 of the City of Oak Harbor Boundary Line Adjustment No. BND 04-00004 as approved June 9, 2004, and recorded in Volume 4 of Short Plats, page 53 + 54 under Auditor's File No. 4103820, records of Island County, Washington; being a portion of Government Lot 5, Section 2, Township 32 North, Range 1 East and Reserve B of Ely's Addition to the Town of Oak Harbor, according to the plat thereof recorded in Volume 2 of Plats, page 27, records of Island County, Washington.

Situated in Island County, Washington.



ISLAND COUNTY AUDITOR

EAS

EXHIBIT A-2

Legal Description of Lot 2

Lot 2 of the City of Oak Harbor Boundary Line Adjustment No. BND 04-00004 as approved June 9, 2004, and recorded in Volume 4 of Short Plats, pages ~~534-54~~ under Auditor's File No. 4103820, records of Island County, Washington; being a portion of Government Lot 5, Section 2, Township 32 North, Range 1 East and Reserve B of Ely's Addition to the Town of Oak Harbor, according to the plat thereof recorded in Volume 2 of Plats, page 27, records of Island County, Washington.

Situated in Island County, Washington.



ISLAND COUNTY AUDITOR

EAS

EXHIBIT A-3

Legal Description of the Reserve B Property

That portion of Reserve B of Ely's Addition to Oak Harbor, according to the plat thereof recorded in Volume 2 of Plats, page 27, records of Island County, Washington, and that portion of Government Lots 3 and 5, Section 2, Township 32 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at the intersection of the South line of West Pioneer Way and the West line of 70th Southwest Street, said West Pioneer Way being 60 feet in width and said 70th Southwest being 50 feet in width;
thence South 16°35'00" East along the West line of said 70th Southwest Street, a distance of 243.56 feet to the true point of beginning;
thence South 78°50'00" West 222.99 feet;
thence South 11°10'00" East 180.77 feet to the North line of that certain tract conveyed to the town of Oak Harbor by deed dated March 31, 1954, and recorded under Auditor's File No. 93801, records of Island County, Washington;
thence North 73°40'35" East along said North line 239.05 feet to the Westerly boundary of 70th Southwest Street;
thence North 16°35'00" West, along the Westerly boundary of 70th Southwest Street, 160.00 feet to the true point of beginning.

Situated in Island County, Washington.



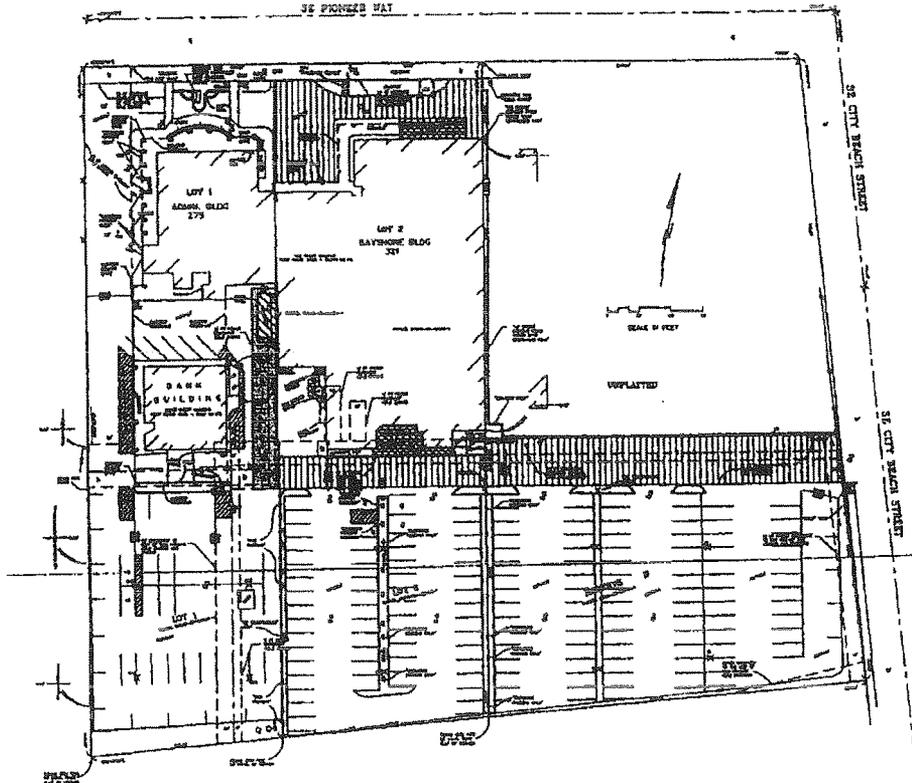
ISLAND COUNTY AUDITOR

EAS

EXHIBIT B

Site Plan

PACIFIC NORTHWEST BANK SURVEY			
PACIFIC NORTHWEST BANK, 275 SE PIONEER WAY, OAK HARBOR			
OAK HARBOR		WASHINGTON	
DATE: 6/14/2004	WARRANDA & BORDA, INC.	SCALE: 1" = 32'	DATE: 6/14/04
BY: [Signature]			



-  GENERATOR SERVICE EASEMENT
-  BAYSHORE DRIVEWAY EASEMENT TO ADMIN BUILDING.
-  LIGHT STANDARDS WIRED TO BAYSHORE (6)
-  LIGHT STANDARDS WIRED TO ADMIN BUILDING (4)



Memo

Date: 3/18/14

To: Mayor Dudley

cc: Larry Cort, City Administrator
Cathy Rosen, Public Works Director

From: Joe Stowell, City Engineer

RE: WWTP – Due Diligence

On December 17, 2013, City Council approved a Purchase and Sale Agreement with Whidbey Island Bank for the purchase of their properties at 321 SE Pioneer Way. Final execution of the agreement was completed on December 20, 2013 which started a 90-day period for property inspections. Earnest money in the amount of \$25,000 was deposited in an escrow account. There are three potential actions City Council may make.

- **Authorize purchase of the property** – Authorize the Mayor to sign closing documents, leaseback to WIB and other documents as needed to secure the purchase.
- **Terminate the Purchase and Sale Agreement** – Authorize the Mayor to sign a Notice of Failure of Contingency thereby terminating the Purchase and Sale Contract and demanding a return of the earnest money in the amount of \$25,000.
- **Extend the due diligence period** – Authorize the Mayor to sign a Notice of Failure of Contingency and an Addendum to the Real Estate Purchase and Sale Contract requesting Whidbey Island Bank extend the contingency period until April 18, 2014.

Over the past 3 months, the City has inspected the property and building in an effort to better understand the value to the future wastewater treatment plant and to the City as a whole. The following is a summary of the investigations and relative risk to the purchase of the property. A discussion of each follows the table.

	CONDITION	WWTP	BUSINESS OFFICES	OTHER OCCUPANCY
Property Inspections				
Archaeology	Fair	\$\$\$		
Geotechnical	Fair	\$\$\$		
Environmental	Good	\$		
Encumbrances	Fair	\$		
Building Inspections				
Structural	Fair/Poor			\$163,380 to \$5,055,516
Electrical	Good			
Fire	Good		\$	\$
HVAC	Good			
Upstairs Windows	Poor		\$280,000 to \$310,000	\$280,000 to \$310,000
Downstairs Windows	Good			
Carpet	Poor		\$	\$
Elevator	Good			\$100,000 to \$140,000
Roof	Poor		\$130,000 to \$150,000	\$130,000 to \$150,000
Lead paint	10 samples detected		\$	\$
Asbestos	None Detected			
Network Infrastructure	Good		\$	\$
Security System	Good			
Exterior Paint	Fair		\$40,000 to \$50,000	\$40,000 to \$50,000

PROPERTY INSPECTIONS

Property inspections were conducted with the expectation that portions of the proposed WWTP would extend past the southern property line of the Whidbey Island Bank properties and over the site of the existing Rotating Biological Contractor (RBC) plant. Additional space needed for construction staging was included in the investigation area.

Archaeology

ERCI conducted an extensive investigation of the proposed construction area with a particular focus on the back parking lot of the Whidbey Island Bank property. The investigation included over 1,800 linear feet of trench varying in depth from 4 to 8 feet, a series of shallow shovel tests, archival research and interviews.

The following is a summary of the results of the archaeological investigation.

- No human remains were discovered.
- Little or no cultural resources were discovered between the existing RBC plant and the north side of the Whidbey Island Bank parking lot at the depths explored. We suspect cultural resources at greater depths, but were unable to explore to the necessary depth due to soil conditions and high groundwater.
- Disturbed culture rich deposits were discovered intermittently from near the shoreline to the north side of the existing WWTP. These deposits are denser and more continuous as you move toward the shoreline.
- Intact archaeological deposits from the shoreline to the tree line that goes down the middle of the parking lot south of the WWTP, and then again on the west side of the existing WWTP. All these intact deposits are feature rich and would be considered of high scientific and high cultural value.
- During the interviewing and archival research process we believe that in the past 60 years, human remains have been encountered 3 times in and around the WWTP and Parks buildings within the project area.

The investigation performed by ERCI suggests that construction of the WWTP at the north end of the study area is reasonable and can be accomplished.

Alternate locations within the Windjammer Vicinity would likely produce similar results and add to the disturbed area due to the extension of utilities. In addition, there would still be a need to dismantle the existing RBC plant regardless of where the WWTP is constructed.

While we expect archaeology during construction, we believe appropriate planning can help better place structures and utilities to help minimize the cost.

Geotechnical

Geotechnical explorations were completed by GeoEngineers. Four borings were completed to depths of 48.5 to 69 feet. All four borings included geotechnical sampling and installation of groundwater monitoring wells. A fifth boring was completed to a depth of 20 feet for the purpose of piezometer installation only (no sampling) to be used for monitoring during a future groundwater pumping test.

The general soil profile at the borings was consistent with preliminary work at the site and in the project vicinity. The soils consisted of fill, loose to medium dense beach deposits, soft to stiff glaciomarine drift/transitional beds and dense glacial till. Some moderately organic (woody/fibrous) material was encountered in the northwest corner of the site. All four geotechnical borings reached dense glacial till-like deposits at depths ranging from 41 to 68 feet

below ground surface. No evidence of contamination (sheen/odor) was observed in the samples collected.

Relatively shallow groundwater was encountered in the borings during drilling at depths of 4 to 5 feet below existing ground surface.

In summary, the additional borings performed by GeoEngineers were consistent with the work performed a year ago. Costs associated with the geotechnical work remain unchanged.

Environmental

A Phase I Environmental Site Assessment (ESA) was performed by GeoEngineers on the Whidbey Island Bank property. The ESA revealed no evidence of recognized environmental conditions (RECs). However, "undocumented fill" used to fill the old slough is considered a REC by standard practice. Basically, since it was placed by humans, there remains potential for contamination, even if it is very small.

There is also a known cleanup site east of the existing RBC plant. A leaking fuel tank was removed, remediated and currently has monitoring wells available for inspection. No further cleanup is expected.

Reciprocal Agreement

A reciprocal agreement exists between Whidbey Island Bank and the property to the west, Beach View Plaza (Peoples Bank Building). The reciprocal agreement addresses shared parking, access and a backup generator. Staff is currently working with representatives from Beach View Plaza to either relocate or abandon the easement. While a resolution will not be available before March 20, 2014, multiple options are available to lead to a positive resolution.

BUILDING INSPECTIONS

A series of building inspections have been performed over the past 3 months. Everything from the paint to the roof was inspected. When reviewing the different inspection reports, please keep in mind that there is a significant difference between continuing to use the building for office space and changing the occupancy rating to anything else.

Structural Review

Roberts Engineering was contracted through Carollo Engineers to prepare a structural review and potential seismic retrofit investigation of the Whidbey Island Bank building.

The current IBC occupancy of the building is Type B. Although the structure does not meet current seismic code, there is no trigger for seismic upgrades if the occupancy stays the same. Should the occupancy type change from office space to some other use (public meeting space, file storage, etc..) a seismic retrofit would be necessary. Ron Roberts used data collected from

the site to develop a FEMA 156 Seismic Rehabilitation Cost Estimate. The estimated cost to retrofit the property ranges from \$163,380 to \$5,055,516 with a median of \$907,706.

In addition to the seismic retrofit, other structural issues were discovered during his investigation and are not included in the FEMA cost estimate. Most notably, the open area on the second floor will need to be reinforced if it is used as a public meeting space. Other issues identified in his report such as overloaded beams and repair of notched column caps are not included in the FEMA estimate.

Electrical

Central Electric inspected the property and found no concerns.

Generator

Purchase of the property comes with a backup generator shared with Beach View Plaza (People Bank building). Inspection of the generator indicates it hasn't been serviced in approximately 10 years. Aside from the lack of upkeep, the generator appears to be in good condition. Once the fluids are replaced and it is given a good tune up, it should function well.

Fire Sprinkler / Alarm System

The fire sprinkler system was inspected by our building official and representatives from the fire department. It consists of a mix of liquid sprinklers and a dry chemical system for server rooms and file storage. A change in occupancy will likely require upgrades to the sprinkler system.

In addition to the sprinkler system, the alarm system needs to be upgraded and/or installed throughout the structure even under the current occupancy. Should the City purchase the property, horn stories, detection devices and pull stations will be required.

HVAC

The HVAC system is about 20 years old and appears to be well maintained.

Windows

Main floor windows appear to be in good condition. Second floor windows are in need of repair or replacement. Many of the second floor windows have a broken seal or show signs of rot around the window. The rot is believed to have caused some issues in the surrounding walls that will need to be addressed. The estimated cost to repair the windows is \$295,710.66.

Elevator

While the elevator is good shape for its age (30 yrs), it does not meet current ADA requirements. Also, due to its age, parts are not readily available. Depending on the proposed building use, the elevator may need to be replaced (\$50k - \$60k not including structural work) or a new elevator may need to be added elsewhere in the building at a similar cost.

Roof

Approximately half of the roof is in good condition; the remaining half is in need of repair. Evidence of roof leaks can be found in various locations. Should the City take ownership of the building, staff recommends immediately upgrading the deficient roof areas. An estimate of \$134,000 was obtained from a local roofer.

Lead Paint

Environix took 269 samples for lead paint. Only 10 came back positive. This appears to be a manageable risk.

Asbestos

Environix collected a representative sample of ceiling, molding, walls, etc. and found no evidence of asbestos in the samples collected.

Exterior Paint

Exterior paint appears to be in fair condition. Repainting the building may be necessary in the next couple of years. The estimated cost to repaint the building is \$42,657.74.

SUMMARY

At the onset of due diligence inspection of the property, we had hoped to provide detailed cost estimates any work needed to assume ownership of the property. The more we looked into all the various systems, features and risks associated with purchasing the property, the more difficult it was to provide accurate cost estimates. In an effort to simplify the decision process, we have attempted to show the potential risks associated with each potential use and costs when known. The following is an attempt to capture the different potential uses and the risks associated with each one.

WWTP - Risks associated solely with construction of a new WWTP

If all we are considering is the construction of a new wastewater treatment plant, the Whidbey Island Bank property will satisfy that need. The following items highlight the potential risks.

- Cultural resources are defined sufficiently to suggest construction of a new WWTP at the north end of the study area is manageable.
- Abandonment of the existing RBC plant and work south of the existing plant will likely result in archaeological expenses. Thoughtful site layout and consultation with local tribes and our archaeologist will help reduce potential impacts.
- Soil conditions are consistent with previous reports. Alternative methods to support the new WWTP will be investigated as design progresses.
- Environmental cleanup is not expected.
- The reciprocal agreement with Beach View Plaza provides some challenges, but there are multiple solutions.

Business Offices - Risks for continued use of the WIB building

If Type B (business offices) occupancy is maintained, staff recommends the following improvements.

- Repair Roof (+/- \$136,000)
- Replace upstairs windows and repair water damage around windows (+/- \$295,710.66)
- Improve fire alarm system
- Service the generator
- New carpet and other cosmetic issues

Other Uses - Risks for changing the use of the WIB building

Should the City choose to provide a public meeting space, document storage or otherwise change the occupancy, a significant amount of work will likely be required. In addition to the items listed above the following is a list of items that will need to be improved should we change the occupancy type.

- Seismic Retrofit (\$163,380 to \$5,055,516)
- Improvements to the fire sprinkler and alarm system
- Replacement or addition of an ADA accessible elevator (\$50k - \$60k not including structural work)

The following items may need to be improved depending on the proposed change in occupancy type.

- Additional second floor loading support
- Rerouting of large portions of the fire sprinkler system
- Repair of notched column caps

**Whidbey Island Bank Building
235 South East Pioneer Way
Oak Harbor, WA**

**Gravity Load System Evaluation
&
FEMA 156 Seismic Rehabilitation Cost Estimate**



Roberts Engineering PLLC

17503 NE 137th Street

Redmond, WA 98052-2182

(425)556-0300

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1 EXECUTIVE SUMMARY

This report assesses the structural adequacy of the Whidbey Island Bank Building at 235 South East Pioneer Way, Oak Harbor, Washington with respect to its ability to support the live loads associated with several different uses. It also presents the results of a FEMA 156 “Typical Costs for Seismic Rehabilitation of Existing Buildings”.

The building, constructed in at least five stages, was evaluated for the effects of dead loads, snow load on the roof and a 50 psf live load on the second floor at representative locations throughout the building and was found to be, for the most part, adequate to support these gravity loads.

A lateral load analysis (wind and seismic loads) was not performed, but it is unlikely that the building is adequate to meet the current building code standards or objectives in its present condition. A range of seismic rehabilitation costs was estimated using the methodology and values provided in FEMA 156.

The various considerations associated with the continued use as an office space (IBC 2012 Type B Occupancy) are summarized in Table 1 and as an assembly space (IBC 2012 Type A-3 Occupancy) are summarized in Table 2.

Table 1: Type B Occupancy Summary

Continue Use as Type B Occupancy						
Location	IBC 2012 Occupancy	Use	Live Load		Seismic Load	
			Capacity Adequate?	Strengthening Required?	Adequate to Meet Current IBC	Rehabilitation Required by IBC*
Ground Floor	B	Bank Offices	Yes	No	No	No
Second Floor	B	Office	Yes	No	No	No
		Storage	No	Yes	No	No

* An IBC 2012 Voluntary Seismic Improvement is permissible and appropriate.

Table 2: Type A-3 Occupancy Summary

Change Use to Type A-3 Occupancy						
Location	IBC 2012 Occupancy	Use	Live Load		Seismic Load	
			Capacity Adequate?	Strengthening Required?	Adequate to Meet Current IBC	Rehabilitation Required by IBC
						FEMA 156 Cost Range*
Ground Floor	A-3	Stack Room	Yes	No	No	Yes
		Community Meeting Hall				<u>90% Certainty</u> \$163,000 - \$5.1 M
Second Floor	A-3	Stack Room	No	Yes	No	<u>75% Certainty</u> \$245,000 – \$3.3 M
		Community Meeting Hall				<u>50% Certainty</u> \$363,000 – \$2.3 M

* The costs ranges shown for the various Certainty Levels, described by FEMA 156, do not include costs such as removing and replacing architectural finishes, structural strengthening for gravity loads, other Building Code Improvements such as energy efficiency, egress, accessibility, mechanical, electrical or other improvements.

Use of the building in a manner that does not result in a Change of Occupancy, as defined in the 2012 IBC, avoids triggering a Building Code required seismic upgrade. Subject to the concurrence of the Building Official, it appears that the following uses could be accomplished without triggering a Code required upgrade.

Table 3: Uses That Do Not Change Occupancy Type

Floor Level	Type B Occupancy Use*	
Ground Floor	Civic Administration	Office
	Professional Services	Light (non-hazardous) Storage
Second Floor	Civic Administration	Office
	Professional Services	
<p>* Other possible Type B Occupancies include Animal Hospitals, Kennels, Banks, Barber and Beauty Shops, Outpatient Clinic, Laundry, Educational Occupancies above the 12th Grade, Electronic Data Processing, Testing and Research Laboratories, Motor Vehicle Showrooms, Post Offices, Print Shops, Radio and Television Stations, Telephone Exchanges, Training and skill development not within a school or academic program</p>		

2 INTRODUCTION

2.1 SCOPE AND INTENT

This report presents the results of my evaluation of the existing structure of Whidbey Island Bank Building at 235 South East Pioneer Way, Oak Harbor, Washington. This report includes an assessment of the existing gravity load system, and a cost estimate for a seismic rehabilitation associated with a possible change in occupancy in accordance with the Federal Emergency Management Agency (FEMA) Publication 156 “Typical Costs for Seismic Rehabilitation of Existing Buildings.” Building code requirements cited are from the International Building Code, 2012 Edition, noted IBC 2012.

2.1.1 Building Code Requirements Related to a Change in Occupancy

The IBC 2012 regulates the:

“...alteration, repair, addition and change of occupancy of existing building and structures.” (IBC 2012, Section 3401.1)

A change of occupancy is defined as:

“A change in the purpose or level of activity with a building...” (IBC 2012, Section 202)

A change of occupancy triggers a level of code compliance with the current building code requirements:

“No change shall be made in the use or occupancy of any building ...unless such building is made to comply with the requirements of this code for such ...occupancies.” (IBC 2012, Section 3408.1)

The present use of the building is most closely described as a Business Group Type B occupancy. Included in this occupancy, among others, are banks, civic administration, and professional services. We understand that continued use of the building as a Type B Occupancy is permitted under the IBC 2012 without triggering compliance with the requirements of the current code. However, a change of occupancy to an Assembly Group Type A-3, which includes Art Galleries, Community Halls, Courtrooms, Exhibition Halls, Lecture Halls, Libraries, Museums and Places of Worship, would trigger compliance with the requirements of the code.

With either a Group B or a Group A-3 occupancy it appears that, based on the usable occupancy space, the building would remain in a Risk Category II, *“a categorization of buildings for determination of flood, wind, snow, ice and earthquake loads based on the risk associated with unacceptable performance.”* (IBC 2012 Section 202).

2.1.2 Gravity Load System Evaluation

Although structural improvements to the gravity load system might not be required, the multiple prior modifications to the building suggest it is prudent to assess whether the existing building has adequate

capacity to support all the loads that have been added or changed as a result of these additions. In particular, the addition of the second floor over the original building imposed new dead load due to additional construction. It also changed the original roof to an enclosed second floor office space. It is also useful to consider whether a change of use or occupancy having a higher live load capacity requirement is feasible. For example, the existing use as an office requires a live load capacity of 50 psf. Converting to light storage would increase the required live load capacity to 125 psf. Converting to a stack room would change both the Occupancy Type and increase the required live load capacity to 150 psf.

2.1.3 Seismic Rehabilitation Cost Estimate

Absent a code mandate for a mandatory seismic rehabilitation, an owner or a potential buyer might have an interest in improving the seismic adequacy of a building. The desired degree of improvement can vary with the nature of the use of the building. For example, a building housing a preschool may suggest and justify a more extensive voluntary improvement than a building used as a warehouse. The IBC 2012 provides for a lesser, variable degree of seismic improvements for those situations where full building code compliance is not triggered. This voluntary seismic improvement is described as:

“Alterations to existing structural elements or additions of new structural elements that are not otherwise required by this chapter and are initiated for the purpose of improving the performance of the seismic force-resisting system of an existing structure...” (IBC 2012, Section 403.5)

A comprehensive seismic evaluation and rehabilitation design is costly and time consuming. To provide interested parties with a range of seismic improvement costs, FEMA 156 provides statistical analysis of the cost of 2088 seismic rehabilitation projects. Factors used to complete a FEMA 156 cost evaluation include:

- Type of construction (steel, concrete, masonry, timber, etc.)
- Building Size
- Geographic Location
- Date of Rehabilitation (current methodology only provides for rehabs through 2004)
- Desired Confidence Level

2.1.4 Summary of Scope and Intent

The first intent of this report is to assess the adequacy of the building to support gravity loads likely to be imposed on the existing structure by either a Group B or a Group A-3 Occupancy. This consists of analyzing representative samples of the existing building to determine whether the previous additions and remodels have resulted in excessively large demands on the original structure or whether added demands by of larger required floor live loads can be accommodated on the existing framing.

The second intent of this report is to perform a seismic rehabilitation cost estimate according to FEMA 156 to determine a range of likely costs.

3 GRAVITY LOAD CAPACITY EVALUATION

3.1 WHIDBEY ISLAND BANK BUILDING

3.1.1 History

2.1.1.1 Original 1961 Construction

The building was originally constructed as a single story, 12,640 square foot building. The wall construction was unreinforced concrete masonry walls on the south, east and west sides and a storefront along the north side. The roof construction was plywood sheathing on 2x12 roof joists supported on glulam beams. The glulam beams were supported on masonry pilasters at the exterior walls and steel pipe columns at interior supports. A set of architectural and structural drawings was retrieved from the City of Oak Harbor Building Department. Although undated, the General Notes indicated that the contract for construction was in accordance with the 1961 edition of the American Institute of Architects General Conditions for the Construction of Buildings. The original building Gridlines 1 through 7 and A through F will be used as a reference for subsequent discussions.

2.1.1.2 1961 to 1983 Interim Improvements

At some time between the original construction and 1983 a one story, 4,000 square foot addition was made to the south side of the building, extending the building to Gridline 9. Drawings related to this addition were not received, although a subsequent addition in 1983 notes the perimeter walls were concrete masonry. There is no indication whether this masonry was reinforced or unreinforced.

2.1.1.3 1983 Addition

In 1983 a 3,000 square foot, two story addition was added to the south side of the building extending the building to Gridline 11. A set of architectural and structural drawings was retrieved from the City of Oak Harbor, Building Department for this addition. In addition to the two story extension to Gridline 11, a second story was added over much of the original building. The ground floor walls on the east and west sides were concrete masonry. The second floor walls and both levels of the south wall were timber framed. There are discrepancies in the description of the construction of the original building between the 1983 drawings and the original drawings. The original drawings show the roof being plywood sheathing on 2x12 roof joists spaced 16" on center on 11" by 30 3/8" glulam beams. The 1983 drawings show the roof as 2" thick timber decking on 6x8 purlins spaced at 6'-8" on center supported on 7" by 24 3/8" glulam beams. Limited on-site inspection showed this construction to be 7" x 24 3/8" with timber decking, as shown on the 1983 drawings. When and how the original roof framing was changed is unclear.

2.1.1.4 1983 to 1998 Interim Improvements

At some time between the 1983 additions and 1998 the building was enlarged with a 2,160 square foot addition to the north side of the building, extending the building to Gridline 0. It appears that during this remodel the entrance lobby at the south side of the building was extensively modified and the back-to-back masonry walls along Gridline 7 were removed. We did not receive any drawings related to this addition.

2.1.1.5 1998 Improvements

In 1998 an extensive improvement was made to the building. A set of architectural and structural drawings was retrieved from the City of Oak Harbor Building Department. A second story courtyard was enclosed by a new truss roof. First floor structural changes appear to be limited to the addition of a new column and footing at Gridline 6/C.5. Second floor structural changes appear to include the addition of plywood sheathing to walls on Gridlines B and B.5 and the addition of the timber trusses between Gridlines 4 and 8. It appears that there was also some framing added above the existing roof added in 1983 to provide a sloped roof between Gridlines 2 and 4 and Gridlines 8 and 11. Note that during the 1998 addition the gridline layout was redefined, with the original Gridline 1 becoming the new Gridline 2.

3.1.2 Design Criteria

From the drawings obtained from the City, the original roof design load was unidentified but the roof member framing sizes seem to be appropriate for a 25 psf snow load. The 1983 drawings show that the second floor renovations were made for a 50 psf office load. The 1998 improvements show that the new roof trusses were designed for a 25 psf snow load.

There is no record of the design criteria used for the work conducted between 1961 and 1983 and between 1983 and 1998. The removal of the back-to-back masonry walls on Gridline 7, without the addition of any other type of lateral load resisting system suggests that lateral loads may not have been considered.

3.2 GRAVITY LOAD SYSTEM EVALUATION

To assist in defining future use of the building, a gravity load capacity evaluation of representative portions of the original building was performed. As noted in Section 3.1.1, the building was originally a single story. The roof of the original building is now the second floor of the existing building. In addition to the added weight of the new roof construction, changing the use from roof to second floor increased the load on the floor from a 25 psf roof load to a 50 psf floor load.

The gravity load evaluation included:

- Ten new roof beams
- Twenty three of the second floor beams as shown on the 1983 drawings.
- Thirteen new, second floor timber posts
- Seven new, second floor steel posts
- Twenty one existing and new first floor steel posts
- 2" thick timber second floor timber decking

- Typical 6x8 timber second floor timber purlins

A complete copy of the results of the gravity load evaluation are provided in the Appendix. The results are summarized as follows:

- Five of the roof beams added as part of the 1983 addition appear to be overstressed slightly under the roof load. Four of the five are approximately 10% overstressed. This could be attributable to a change in the allowable stresses in the timber framing prescribed in the building code. One of the glulams is overstressed approximately 48%. This could be due to a differing design assumption regarding a timber framed shear wall near midspan on the beam. The drawing notes indicate the shear walls are non-load bearing, however it is possible that a load path was assumed where the glulam beam bears on the shear wall.
- The second floor beams shown on the 1983 drawings are supported by the addition of new posts and footing near midspan on each beam. To ensure that the original dead loads were distributed to the new posts and footings, the original glulam beams were cut directly above the new posts to create a hinge in the original continuous beam. The detail used to create this hinging effect is shown in Section S on Drawing S4 of the 1983 drawings. As a result of, almost all of the second floor glulams were found to be adequate for the office load. There is one glulam that appears to have been added in 1983 that could be overstressed by approximately 13% if it was not replaced when the second floor atrium floor framing closure was completed, sometime between 1983 and 1998.
- Second floor timber posts were found to be adequate for the roof load.
- Two of the second floor steel posts were found to be overstressed by approximately 25% under the roof load.
- The first floor steel posts, both new and added, were found to be adequate to support the tributary roof and tributary office loads. Several of the posts were stressed to a range of 55% to 64% of capacity with the office load so it is unlikely that they will be adequate to support a stack room load.
- The 2" thick timber decking is adequate for the office load.
- The 6x8 purlins are stressed to 95% of capacity under an office load. They are not adequate to support a stack room load.

The adequacy of other portions of the building additions was not confirmed. It appears that the design considered only a two story structure for the additions. It seems reasonable that the design was appropriate for the loads described.

3.2.1 Site Visit

I visited the site on February 11, 2014 to verify the data, collect additional information, determine the general condition of the building, and assess the site conditions. During this visit I determined that the

second floor framing (the original 1961 roof framing), as shown in the 1983 drawings, appears to be correct. The roof framing shown on the 1961 drawings appears to have been entirely removed and replaced prior to the 1983 second floor addition to the building.

It appears that a fire sprinkler system was added during the remodel which occurred between 1983 and 1991. A number of the column caps attaching the glulam beams to the steel pipe columns were modified, some quite extensively, by having large holes cut through both the cap and the glulam (Photo 1). Other column caps were notched to allow the new second story framing to be attached (Photo 2). The quantity and structural effects of these holes and notches have not been assessed.



Photo 1: Column Cap with Fire Sprinkler Penetration

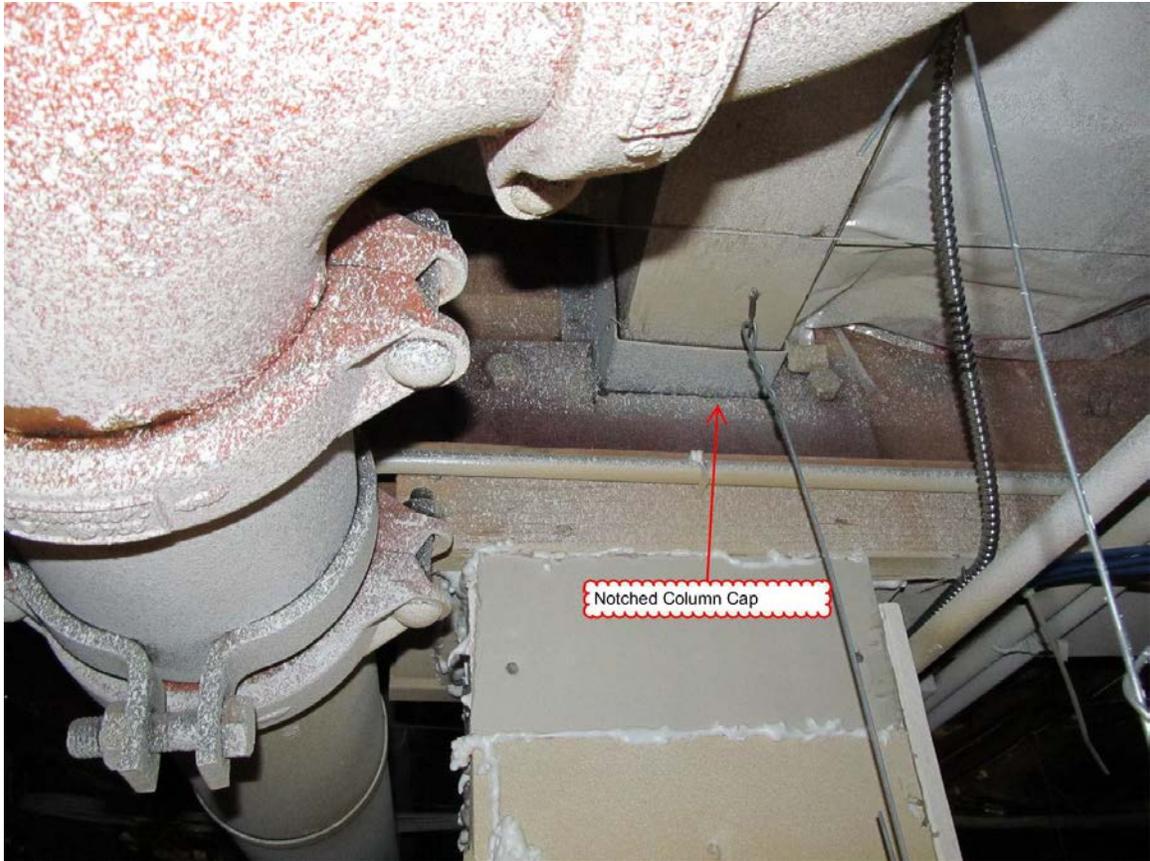


Photo 2: Column Cap with Notch

The two story entrance atrium on the south side of the building, shown on the 1983 remodel drawings, was modified sometime between 1983 and the 1998 remodel. The second floor open area bounded by Gridlines 7 and 8 and approximately by Gridlines B and B1 was enclosed and the second floor thus enlarged. The structural details of this work were not shown in the available drawings.

After to the 1998 addition, a lightweight concrete topping slab was placed in the second floor courtyard bounded by Gridlines 4 and 8 and approximately by Gridlines B and B1. The thickness and, therefore, weight of this topping slab is unknown. It appears to have replaced what were described in the 1998 addition drawings as “existing concrete pavers”.

Several walls identified as “EXIST. CMU SHEAR WALLS” were described within the footprint of the building on the 1998 improvement drawings but there is no record of the construction details such as reinforcing, foundations, or attachment to the second floor diaphragm. Some of the walls are visible above

the first floor ceiling (Photo 3) and some could be confirmed by sounding the wall. It is unlikely that they conform to current building code requirements for reinforced concrete masonry shear walls.



Photo 3: CMU "Shear Wall"

3.2.2 Summary of the Gravity Load Evaluation and Site Visit

The building appears to have been constructed in at least five different stages, three of which we have design documents for, which describe the structural framing. It appears that the original roof framing (the current second floor between Gridlines 1 and 8) has been replaced by subsequent construction. I did not locate the drawings which showed the original roof framing being replaced. From the information I was able to deduce from the 1983 remodel and the 1998 remodel, it appears that the gravity load system is, for the most part, adequate to support roof snow load and a second floor office load. The second floor beams are loaded to approximately 95% of allowable load under an office load and are the members that most limit an increased second floor live load. There are a few slightly overstressed members and there are members that have been cut and notched that have not been checked since this is beyond the scope of this general investigation.

4 SEISMIC REHABILITATION COST ESTIMATE

4.1 SCOPE

The scope of this task is to perform a seismic rehabilitation cost estimate according to FEMA 156 for portions of the building identified as Buildings A and B on the 1998 Tenant Improvement Project Drawings prepared by Page & Beard Architects.

4.2 CRITERIA

4.2.1 Building Type

The original 1961 construction was unreinforced concrete masonry on the south, east and west sides of the building. Three subsequent improvements appear to have also used concrete masonry walls, although the amount of reinforcing is unknown in the first and third improvements. The second addition appears to have used reinforced concrete masonry. For the purposes of the cost estimate, the type of construction at the ground floor is assumed to be classified as unreinforced masonry (URM), and the second floor is assumed to be commercial or industrial wood (W2).

4.2.2 Area Adjustment Factor

Both the first floor and second floor are assumed to be that of a medium-size building (10,000 square foot to 49,999 square foot.)

4.2.3 Location Adjustment Factor

The Location Adjustment Factor is that recommended for Washington State.

4.2.4 Time Adjustment Factor

The FEMA 156 methodology bases its Group Mean Cost on a statistical analysis of 2088 seismic rehabilitation projects using 1993 dollars. FEMA 156 has a Time Adjustment Factor based on an assumed rate of inflation, through the year 2004. Since we are outside the range of the published Time Adjustment Factors, this estimate uses the Engineering News Record Construction Cost Index (ENR CCI) as the basis for adjusting the Group Mean Cost. The 1993 ENR CCI was 5210. The 2013 ENR CCI was 9668. This represents an increase cost factor of $9668/5210 = 1.86$ over the 1993 costs. For the purposes of this cost estimate, the Time Adjustment Factor is assumed to be 1.86. This assumption is equivalent to an annual inflation rate of approximately 3% on the Group Mean Cost since 1993.

4.2.5 Desired Confidence Level

FEMA 156 methodology assigns a range of likely costs based on the Desired Confidence Level as follows:

“Because every building is unique, the actual cost of rehabilitating any single building will differ from the calculated ‘Typical Cost’ to some degree. In a large inventory of buildings, some actual costs will be lower than the estimate, and some will be higher. The Second Edition methodology enables the user to determine a range of possible expected cost values as a function of the number of buildings that are included in the typical cost. The user must select the desired range of confidence; the methodology provides the lower and upper bounds on the cost estimate for that confidence level. For example, if a confidence level of 75% is selected, it means that the entire building inventory will be between the lower and upper bounds.”

The higher the confidence level chosen, the broader the range from the upper limit to the lower limit. If the analysis requires 90% certainty that the actual cost will fall within the predicted range, the range is broadened by increasing the Upper Limit Coefficient and decreasing the Lower Limit Coefficient.

For the purposes of this analysis I selected confidence limits of 90%, 75% and 50% The 50% Confidence Level is the most narrow cost estimate range available in FEMA 156, but still only provides a confidence of 50% that the actual cost will fall within the predicted range.

4.3 FEMA 156 RESULTS

4.3.1 Results

Using FEMA 156 methodology provides the range of costs for seismic rehabilitation is provided for both URM and W2 construction for 90%, 75% and 50% Confidence Levels. These costs are square foot costs for the seismic rehabilitation only. They do not include the additional costs of removing and replacing architectural features to perform the seismic rehabilitation, or the costs due to other improvements to structural, mechanical, or electrical systems; accessibility; energy; or other environmental improvements that might be required by the Building Code.

Cost Description	Unreinforced Masonry			Wood, Commercial or Industrial		
	Confidence Level			Confidence Level		
	90%	75%	50%	90%	75%	50%
Lower Bound = (C x C_{CRL}) =	\$5.22	\$7.83	\$11.60	\$4.20	\$6.30	\$9.33
Mean Cost = (C) =	\$29.01	\$29.01	\$29.01	\$23.32	\$23.32	\$23.32
Upper Bound = (C x C_{CRU}) =	\$161.58	\$107.04	\$71.94	\$129.87	\$86.04	\$57.83

Using FEMA 156 as the basis, a seismic rehabilitation of an unreinforced masonry building has a mean cost of \$29.01 per square foot and a timber framed building has a mean cost of \$23.32 per square foot. FEMA 156 does not suggest how to consolidate the mean costs of two different types of construction, but it is reasonable to conclude that it will fall somewhere between the mean cost of both types of construction.

Based on the information found in the existing drawings, the ground floor has an approximate area of 21,000 square feet which would be categorized as unreinforced masonry construction. The second floor has an approximate area of 12,800 square feet which would be categorized as timber construction. Using these areas and FEMA 156 produces the following values:

$$\text{Median Cost} = \$29.01 \times 21000 + \$23.32 \times 12800 = \$907,706$$

$$\text{Lower Limit of all Confidence Levels} = \$5.22 \times 21000 + \$4.20 \times 12800 = \$163,380$$

$$\text{Upper Limit of all Confidence Levels} = \$161.58 \times 21000 + \$129.87 \times 12800 = \$5,055,516$$

As mentioned previously, these costs cover seismic rehabilitation only and no other improvements.

Appendix

- Gravity Load System Analysis Results
- 1961 Drawings
- 1983 Drawings
- 1998 Drawings



CITY OF
Oak Harbor
WHISKEY ISLAND, WASHINGTON

Wastewater Treatment Plant

Property Acquisition Update

1 2/26/2014

Property Acquisition Update



CITY OF
Oak Harbor
WHISKEY ISLAND, WASHINGTON

- ▶ **Due Diligence**
 - ▶ Inside
 - ▶ Roof / Electrical / HVAC / etc
 - ▶ Outside
 - ▶ Archaeology / Geotechnical / Environmental

2 2/26/2014

Building Inspections

▶ Roof / HVAC



3

2/26/2014

Building Inspections

▶ Windows



4

2/26/2014

Building Inspections

► Generator



5

2/26/2014

Building Inspections

► Electrical



6

2/26/2014

Building Inspections

► Elevator



7

2/26/2014

Building Inspections

► Sprinkler System



8

2/26/2014

Building Inspections

▶ Information Technology



9

2/26/2014

Building Inspections

▶ Structural Review



10

2/26/2014

Site Investigation

► Archaeology



11

2/26/2014

Site Investigation

► Archaeology



12

2/26/2014

Site Investigation

► Archaeology



13

2/26/2014

Site Investigation

► Archaeology



14

2/26/2014

Site Investigation

- ▶ Archaeology



15

2/26/2014

Site Investigation

- ▶ Geotechnical
- ▶ Environmental

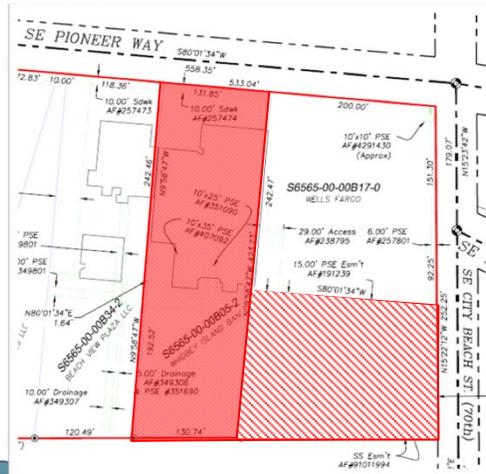


16

2/26/2014

Site Investigation

► Parking Easement



17

2/26/2014

Next Steps



- Collect Inspection Data
- Develop Risk Matrix
- March 18th – City Council Meeting
- March 20th – Earnest Money Deadline
- Negotiate Final Purchase & Sale Agreement
- City Council approval of final purchase

18

2/26/2014

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

Bill No. 11.a
Date: May 19, 2015
Subject: Landed Gentry - Fairway Point
Water Main Over-Sizing
Reimbursement

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize payment for over-sizing the water mains in Fairway Point in the amount of \$58,868.34

BACKGROUND / SUMMARY INFORMATION

The Fairway Point Planned Residential Development (PRD) began in 2004 with the final phase of construction recently completed in 2015. Before construction began on the project, the City identified the need to oversize certain portions of the water system. Landed Gentry's engineer at the beginning of the project, Summit Engineers & Surveyors, Inc., demonstrated that an 8-inch diameter main was large enough to meet their needs and satisfy code requirements. The City's water system model indicated the need for certain portions of the water system to be of larger diameter to meet the future needs of the City.

Based on the City's water system model, the City requested that Landed Gentry oversize some of the 8-inch mains needed to serve Fairway Point to 10- and 16-inch mains to satisfy the City's future needs.

The essence of an oversizing reimbursement is to repay the developer for the cost difference between what is required to develop their project and what is needed to serve the City's future needs. The reimbursement is determined based on the cost to install the requested oversized water mains less the estimated cost to install what is required for the development along the same alignment. In this case, the City requested 10- and 16-inch mains be installed in a portion of the project, while their engineer demonstrated that an 8-inch would be sufficient to serve their needs. The cost difference between the two is the reimbursement proposed in this agenda bill.

On February 19, 2015, Landed Gentry submitted a reimbursement request in the amount of \$83,995.31 (Attachment A) for oversizing the water mains. The submittal provided invoices for materials (pipe, valves, fittings, etc.) necessary to over-size the pipeline through Fairway Point 3. However, Landed Gentry was unable to produce invoices for bedding, backfill, the cost per ton of such material, labor hours, wages and equipment time. All of the values presented in the attached spreadsheet (Attachment C) have been estimated to the best ability of Landed Gentry and staff. Staff has reviewed the estimates

provided for 10- and 16-inch construction and find they are reasonable. Because they were deemed reasonable expenses, the Water Bill of Sale was accepted and the Final Plat for Fairway Point PRD Phase 3, Division 2 was allowed to go to City Council for approval.

Landed Gentry's requested reimbursement of \$83,995.31 is based on an estimated 8-inch main cost. Staff has chosen to use the actual cost to install 8-inch water main in Fairway Point 4 as the basis of comparison. The attached Water Bill of Sale for Fairway Point 4 (Attachment B) is from an adjacent project developed by Landed Gentry and constructed by the same contractor. Using the actual costs provided by Landed Gentry in 2010 in the Water Bill of Sale, staff recommends a reimbursement of \$58,868.34. Calculations detailing the reimbursement can be found in Attachment C.

FISCAL IMPACT

Funds Required: \$58,868.34

Appropriation Source: Water Fund

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT
CITY COUNCIL WORKSHOP**

This topic was discussed at the April 22, 2015 workshop

CITY COUNCIL PREVIOUS ACTIONS

March 3, 2015 – City Council approved the Final Plat of Fairway Point PRD Phase 3, Division 2 Resolution No. 15-01

ATTACHMENTS

1. [Attachment A - Landed Gentry Reimbursement Request](#)
2. [Attachment B - Fairway Point 4 Bill of Sale](#)
3. [Attachment C - Over-sizing Reimbursement Calculations](#)

LANDED  GENTRY
HOMES AND COMMUNITIES

February 17, 2015

Brad Gluth, P.E.
City of Oak Harbor
Department of Public Works
865 SE Barrington Drive
Oak Harbor, WA 98277

Re: Reimbursement Request for Waterline Oversize
Fairway Point PRD, Phase 3, Divisions 1 & 2

Dear Brad,

I would like to request reimbursement for the cost incurred by Landed Gentry Development for the over sizing of the waterline in Fairway Point PRD, Phase 3, Divisions 1 and 2. The cost for this work is outlined in the enclosed spreadsheet, along with the copies of the supporting documents.

As the oversize was completed at the request of the City of Oak Harbor for the benefit of future development, we hereby request reimbursement in the amount of \$83,995.31.

Please contact me should you need additional information.

Thank you for your consideration.

Sincerely,



Steven G. Baughn
Civil Designer
Office Phone: (360) 755-9021, Ext. 25

Old City Hall Bldg. • 504 E. Fairhaven • Burlington, WA 98233
(360) 755-9021 • Toll Free (877) 769-8070 • Fax (360) 755-9029
www.LandedGentry.com • #LANDEGD062D4

OVERSIZE REIMBURSEMENT REQUEST
FAIRWAY POINT PRD, PHASE 3, DIVISIONS 1 & 2

Purpose of request:

The purpose of this request is for the reimbursement of expenses incurred for the installation of water pipeline sizes in excess of the minimum required size to meet the current City of Oak Harbor Fire Code for the developments referred to as Fairway Point P.R.D., Phase 3, Divisions 1 and 2. This oversizing of the waterline was done to satisfy the City of Oak Harbor's anticipated needs for future growth and expansion.

Background:

When the project began, Summit Engineers & Surveyors calculated that the entire Fairway Point subdivision would meet or exceed the required fire flow volume by using the minimum 8-inch waterline. The City of Oak Harbor reviewed and approved the engineer's calculations but requested that the developer oversize the water conveyance pipeline from the minimum 8 inches up to 10 inches, in order to accommodate the future anticipated growth. Later, the City requested an additional increase in the waterline pipe size, from 10 inches to 16 inches for a portion of the remaining waterline to be installed. Both of these upsizing requests were designed and installed by the developer.

Description of Components:

Fairway Point Phase 3, Division 1 (FP3-1), consisted of 10 single family residential lots, and the extension of the waterline that had been terminated in Fairway Point Phase 1, Division 1, to the terminus of said FP3-1. The length, size and type of the waterline installed was 345 lineal feet of 10-inch C-900 PVC pipe.

Fairway Point Phase 3, Division 2 (FP3-2), consisted of an additional 26 single family residential lots, and the extension of the waterline that had been terminated in FP3-1, to the terminus of said FP3-2. The first 300 lineal feet of the waterline extension consisted of 10-inch C-900 PVC pipe. At the end of said 300 lineal feet, the waterline size and type was increased to 16-inch ductile iron pipe for the remaining 1,000 lineal feet of the plat. At the terminus of the 16-inch pipe there was no connection to any other water system, as the adjacent property is not within the City of Oak Harbor.

To summarize, a total of 1,645 lineal feet of oversized waterline was installed with FP3-1 and FP3-2. The first 645 feet of waterline was installed as 10-inch C-900 PVC pipe, and the remaining 1,000 feet of waterline was installed as 16-inch ductile iron pipe. Both installations of the 10-inch pipe and the 16-inch pipe are compared against the installation costs of 8-inch C-900 PVC pipe over the equivalent length, to derive the incremental cost of the oversized pipe installation and thus the amount of the reimbursement. This reimbursement amount is referred to as the "Total Δ " on the attached spread sheet.

OVERSIZE REIMBURSEMENT REQUEST
FAIRWAY POINT PRD, PHASE 3, DIVISIONS 1 & 2

Methodology:

For your reference, I included the following additional information:

- The parts costs were taken directly from invoices from the supplier. The two suppliers were Ferguson Waterworks and H.B. Jaeger Co.
- The labor and equipment hours were taken directly from the time accounting system utilized by the contractor, Krieg Construction.
- Parts that were not relevant to the oversize have been eliminated from the spread sheet, such as, services, fire hydrants, blow-offs, and air/vac valves.
- Parts labeled for the 10-inch and 16-inch installations shown on the left side of the spreadsheet match the equivalent 8-inch installation shown on the right side of the spreadsheet, with the following two exceptions. One, the 16-inch butterfly valve is matched with an 8-inch gate valve. Two, the 16-inch by 10-inch reducer has no match, as there would be no need for a reducer if all were installed with 8-inch pipe.
- The labor and equipment costs associated with the installation of items such as, services, fire hydrants, blow-offs, and air/vac valves, has also been removed from the spreadsheet.
- Labor hours for the first 345 feet of 8-inch installation were estimated at 85% of the actual 10-inch hours. Labor hours for the other 1300 feet of 8-inch installation were estimated at 80% of the actual 10-inch hours as this installation would have been more efficient due to the longer linear footage.

Notes:

This request encompasses both Divisions 1 and 2, of Phase 3, but there is no reference to the individual Divisions in the breakdown of quantities referenced on the spreadsheet. The only distinction in the breakdown of quantities is by the pipe sizes of 8-inch, 10-inch, and 16-inch.

The total oversize cost of \$163,479.61 ties to the sum of the applicable line items from the Water Bills of Sale for Divisions 1 & 2. See the accompanying spreadsheet and Bills of Sale (Exhibit F, pages 1 and 2) for detail.

ERGUSON®

Waterworks
24025 SNOHOMISH-WOODINVILLE RD
WOODINVILLE, WA 98072-8787

INVOICE NUMBER	CUSTOMER	PAGE
0351003	43805	1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

Please contact with Questions:
253-538-8275

FEI - SEATTLE WW #1539
PO BOX 847411
DALLAS, TX 75284-7411

00015189 01 AB 0.374 01 TR 072 FRIDDA02 000000
KRIEG CONSTRUCTION INC
FAIRWAY POINT 3A-40110
70 W SLEEPER ROAD
OAK HARBOR, WA 98277

SHIP TO:

KRIEG CONSTRUCTION INC
SWFAIRWAY POINT DR
SW CARNEGIE ST
OAK HARBOR, WA 98277

PHASE 3A

EXHIBIT "A" PAGE 1 OF 2



SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1621	1621	WAE	DON	JOD	FAIRWAY POINT 3A-40110	09/28/12	10 42580
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
			Thank You!				
			WATER SERVICES:				
9	9	R202B121242	*CVR# 2028-12.12 X 1 IP BRONZE SDL	164.357	EA	1479.21	
9	9	MH15029G	1 MIP X IPS COMP CORP ST	42.307	EA	380.76	
18	18	M505142	LF 1 IPS SS INS	2.702	EA	48.64	
300	300	PE1S7AG300	1X300 IPS SIDR7 HDPE PIPE 200#	41.000	C	123.00	
500	500	C544920506	12GA 500 FT IRR TRACER WIRE BLUE	140.000	M	70.00	
9	9	MH15429GF	1X3/4 COMP X MIP COUP	16.926	EA	152.33	
18	18	MH14222F	3/4 MULTI PRPS MTR COUP	9.656	EA	173.81	
9	9	MH14042EF12	5/8X3/4X12 MTR YOKE W/ SGL CHK ←	76.426	EA	687.83	
9	9	BRNF12	3/4X12 BRS NIP	11.680	EA	105.12	
9	9	P40TCAPP	3/4 PVC SCH40 THRD CAP	0.400	EA	3.60	
9	9	SP-BN01BODY	BERG VAULT NO.1 BODY ONLY	16.289	EA	146.60	
9	9	SP-BN01RISER	BERG VAULT NO.1 RISER ONLY (6" RISER)	15.956	EA	143.60	
9	9	SP-BN01LIDTRPL	BERG VAULT NO.1 LID ONLY W/ TRPL	16.621	EA	149.59	
1	1	HDU062	2X1000 FT DET TAPE BLK/BLUE WTR	25.183	EA	25.18	
			FOLLOWING ADDED BY JIM JAEGER 9/26/12: 1X7-1/2 PVC S80 NIP CHECK ON 10" C900	2.886	EA	25.97	
			INVOICE SUB-TOTAL			3715.24	

OK Water

ERGUSON
 Waterworks
 24025 SNOHOMISH-WOODINVILLE RD
 WOODINVILLE, WA 98072-8787

INVOICE NUMBER	CUSTOMER	PAGE
0352445	43805	1

PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:

Please contact with Questions:
 253-538-8275

FEI - SEATTLE WW #1539
 PO BOX 847411
 DALLAS, TX 75284-7411

00004847 01 AB 0.374 01 TR 025 FRIDDR01 000000
 KRIEG CONSTRUCTION INC
 FAIRWAY POINT 3A-40110
 70 W SLEEPER ROAD
 OAK HARBOR, WA 98277

SHIP TO:
 KRIEG CONSTRUCTION INC
 SWFAIRWAY POINT DR
 SW CARNEGIE ST
 OAK HARBOR, WA 98277

PHASE 3A EXHIBIT "A" PAGE 2 OF 2



SHIP / USE	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	RATCH
621	1621	WAE	DON	JOD	FAIRWAY POINT 3A-40110	09/19/12	10 42472
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
			Thank You!				
			WATER MAIN:				
2	2	1MJAP10	10 MJ C153 ACCY PK W/GLND	26.690	EA	53.38	
7	7	1MJAP10	10 MJ C153 ACCY PK W/GLND	26.690	EA	186.83	
2	2	MJLSLA10	10X12 MJ C153 LONG SLV L/A	97.930	EA	195.86	
340	340	DR18BP10	10 C900 DR18 PVC GJ BLUE PIPE	11.218	FT	3814.12	
1	1	MJ1LA10	10 MJ C153 11-1/4 BEND L/A	94.680	EA	94.68	
1	1	MJFTLA10U	10X6 MJXFLG C153 TEE L/A	190.980	EA	190.98	
1	1	MJSCAPLA10	10 MJ C153 SLD CAP L/A	45.990	EA	45.99	
1	1	HDU062	2X1000 FT DET TAPE BLK/BLUE WTR	25.183	EA	25.18	
500	500	C544920506	12GA 500 FT IRR TRACER WIRE BLUE	140.000	M	70.00	
INVOICE SUB-TOTAL						4677.02	

OK
 for water

VS: NET 10TH PROX ORIGINAL INVOICE TOTAL DUE 4677.02



EXHIBIT "B"
Pg. 1 of 7

H.B. JAEGER CO. BURLINGTON
1687 PORT DR.

BURLINGTON, WA 98233
(360) 707-5958

DOCUMENT NUMBER
38874 /2

PAGE NO
2

CUST NO: 6967 JOB NO: 000
BILL TO: KRIEG CONSTRUCTION INC
70 W SLEEPER RD
OAK HARBOR WA 98277

CLERK	SALESPERSON	DATE/TIME
CHRISTINA	TIM PULLAR	5/22/14 3:34
TERMINAL	REFERENCE	
562	FAIRWAY POINT P.R.D., PH #3	

INVOICE

SHIP VIA	PO NUMBER	ORDER NO
	JIM	108438
DUE DATE	ESTIMATE	TERMS
	100181	NET 25TH
TAX		
REB	RESALE BURLINGTON WA	

SHIP TO: FAIRWAY POINT P.R.D., PH #3
SHIP DATE 05-20-14, MORNING
FAIRWAY POINT, OAK HARBOR
C/O JIM JAEGER

*LINE
ITEM
V*

LN#	ITEM	UM	DESCRIPTION	ORDERED	B/O	SHIPPED	PRICE /PER	EXTENSION
22	BRN2X24	EA	2" X 18" BRASS NIPPLE	1		1	129.912 /EA	129.91 N
23	NLBRFCA2	EA	2" BRASS CAP	1		1	19.037 /EA	19.04 N
24	BRN2X36	EA	2" X 36" BRASS NIPPLE	1		1	196.463 /EA	196.46 N
25	NLBRF90L2	EA	2" BRASS 90 ELL (1)	1		1	26.823 /EA	26.82 N
26	NLBRF90SL2	EA	2" BRASS STREET 90 ELL (1)	1		1	39.244 /EA	39.24 N
27	BRFBEEHIVE2	EA	2" BRASS BEEHIVE STRAINER	1		1	57.88 /EA	57.88 N
28	PEP1-200-3	EA	1" X 300' POLY PIPE 200LB	1200		1200	0.589 /EA	706.80 N
29	PVCCA34T	EA	3/4" PVC CAP THD (50) 448-007	22		22	0.66 /EA	14.52 N
30	WNWP	EA	KING WATER-PROOF WIRE NUTS EA	30		30	0.809 /EA	24.27 N
31	DIPOLYTAPE	EA	PASCO#9052R BLACK POLY WRAP TAPE	20		20	6.375 /EA	127.50 N
32	CHLORINE8	EA	CCH GRANULAR CHLORINE 5# JUG	3		3	26.682 /EA	80.08 N
33	MISC260	EA	M&H 16" MJ BUTTERFLY VALVE	1		1	1993.333 /EA	1993.33 N
34	IFJR6SGKIT	EA	6" STARGRIP MEGA-LUG KIT	8		8	30.38 /EA	243.04 N
35	MISC215	EA	FORD 202B 16" D.I. X 1" IPS SDL	23		23	377.37 /EA	8679.51 N
36	MISC215	EA	FORD 1" FB500-NL CORP STOP	1		1	45.89 /EA	45.89 N
37	MISC215	EA	FORD 1" C84-44-G-NL MALE ADAPTER	4		4	14.73 /EA	58.92 N
38	MISC215	EA	FORD 1" FB1101-4-G CORP STOP	24		24	60.34 /EA	1446.16 N
39	MISC215	EA	FORD 1" 72 INSERT STIFFNER	44		44	1.83 /EA	80.52 N
40	MISC215	EA	FORD 1" X 3/4" C86-34-G-NL ADAPT	22		22	26.81 /EA	589.82 N
41	CORDWP12	EA	12"X20' DOUBLEWALL CPEP PIPE	1200		1200	5.28 /EA	6336.00 N
42			NOTE: JIM'S CELL (360) 914-0206					

REMOVED

REMOVED

Continued...

#6



EXHIBIT "B"
Pg. 2 OF

H.B. JAEGER CO. BURLINGTON
1687 PORT DR.

BURLINGTON, WA 98233
(360) 707-5958

DOCUMENT NUMBER
38639 /2

PAGE NO
1

CUST NO: 6967 JOB NO: 000
BILL TO: KRIEG CONSTRUCTION INC
70 W SLEEPER RD
OAK HARBOR WA 98277

CLERK	SALESPERSON	DATE/TIME
CHRISTINA	TIM PULLAR	5/5/14 3:43
TERMINAL	REFERENCE	
562	FAIRWAY POINT P.R.D., PH #3	

INVOICE

SHIP TO: FAIRWAY POINT P.R.D., PH #3
SHIP DATE 04-29-14, MORNING
FAIRWAY POINT, OAK HARBOR
C/O JIM JAEGER

SHIP VIA	PO NUMBER	ORDER NO
	JIM JAEGER	108601
DUPLICATE	TERMS	
	NET 25TH	
TAX		
REB RESALE BURLINGTON WA		

LINE
ITEM
↓

LN#	ITEM	UM	DESCRIPTION	ORDERED	B/O	SHIPPED	PRICE /PER	EXTENSION
1	PVCC900-10	EA	10" X 20' C-900 PVC PIPE (DR 18)	320		320	13.15 /EA	4208.00 N
2	IFCO10MJXMJ	EA	10" D I MJXMJ LONG SLEEVE L/ACC	2		2	116.17 /EA	232.34 N
3	IFACC10MJKIT	EA	10" MJ GLAND PACK (G/B/N/GSKT)	10		10	29.694 /EA	296.94 N
4	MISC260	EA	10" MJ 11 1/4" ELBOW L/ ACC	1		1	112.156 /EA	112.16 N
5	MISC260	EA	16" X 10" MJ REDUCER L/ ACC	1		1	229.467 /EA	229.47 N
6	AVKRWVD16MJXFL	EA	10" MJXFL AVK R/W GV DUCTILE IRON	1		1	1338.73 /EA	1338.73 N
7	IFACCZKIT10	EA	10" ZINC PLTD A307A BOLT KIT	2		2	37.56 /EA	75.12 N
8	IFACCRGFF10	EA	10" 1/8" THK FULL FACE 150# GSKT	2		2	7.85 /EA	15.70 N
9	IFACCZKIT6	EA	6" ZINC PLTD A307A BOLT KIT	1		1	11.13 /EA	11.13 N
10	IFACCRGFF6	EA	6" 1/8" THK FULL FACE 150# GSKT	1		1	3.033 /EA	3.03 N
11	AVKRWVD6MJXFL	EA	6" MJXFL AVK R/W GV DUCTILE IRON	1		1	487.50 /EA	487.50 N
12	VB04518TOP	EA	045 18" VLV. BOX ONLY W/O EARS	2		2	44.56 /EA	89.12 N
13	VB045LID	EA	LID ONLY W/ PAJ HDLE. FOR 045VB	2		2	12.28 /EA	24.56 N
14	VBBASE24	EA	VALVE BOX 24" BASE ONLY	2		2	25.67 /EA	51.34 N
15	THHNB12	EA	#12 THHN WIRE BLUE (500) SOLID	500		500	0.21 /EA	105.00 N
16	THHNG10	EA	#10 THHN WIRE GREEN (500) SOLID	1000		1000	0.35 /EA	350.00 N
17	GF90SL2	EA	2" GALV STREET 90 ELL	1		1	19.40 /EA	19.40 N
18	GN2X48	EA	2" X 48" GALV. NIPPLE	1		1	96.35 /EA	96.35 N
19	NLBBV2	EA	2" BRASS BALL VALVE FPT (4)	1		1	61.61 /EA	61.61 N
20	MISC260	EA	10" X 6" D I. FLANGED TEE	1		1	397.727 /EA	397.73 N
21	MISC260	EA	10" MJ CAP TAPPED 2" L/ ACC	1		1	85.227 /EA	85.23 N

+ 105.00

Continued...

#7



EXHIBIT "B"
Pg. 4 OF 7

H.B. JAEGER CO. BURLINGTON
1687 PORT DR.
BURLINGTON, WA 98233
(360) 707-5958

CUST NO: 6967 JOB NO: 000
BILL TO: KRIEG CONSTRUCTION INC
70 W SLEEPER RD
OAK HARBOR WA 98277

DOCUMENT NUMBER PAGE NO
38735 /2 1

CLERK	SALESPERSON	DATE/TIME
CHRISTINA	TIM PULLAR	5/12/14 9:35
TERMINAL	REFERENCE	
562	FAIRWAY POINT P.R.D.	

INVOICE

SHIP TO: FAIRWAY POINT P.R.D.
SHIP DATE 05-06-14, MORNING
FAIRWAY POINT, OAK HARBOR
C/O JIM

SHIP V/A	PO NUMBER	ORDER NO
	JIM	109156
DUE DATE	TERMS	
	NET 25TH	
TAX		
REB RESALE BURLINGTON WA		

LINE
ITEM
↓

LN#	ITEM	UM	DESCRIPTION	ORDERED	B/O	SHIPPED	PRICE /PER	EXTENSION
1	MISC215	EA	FORD 202B 12 12" X 1" IPS SADDLE	6		6	131.671 /EA	790.03 N
2	MISC215	EA	FORD 1" FB1101-4-G CORP STOP	4		4	60.34 /EA	241.36 N
3	MISC215	EA	FORD 1" 72 INSERT STIFFNER	12		12	1.83 /EA	21.96 N
4	MISC215	EA	FORD 1" X 3/4" C85-34-G-NL ADAPT	6		6	26.81 /EA	160.86 N
5	PEP1-200-3	EA	1" X 300' POLY PIPE 200LB	300		300	0.59 /EA	177.00 N
6	PVCCA34T	EA	3/4" PVC CAP THD (50) 448-007	6		6	0.66 /EA	3.96 N
7			NOTE: PO #1000009726.					
8			NOTE: JIM'S CELL (360) 914-0206.					

TAXABLE 0.00 SUBTOTAL 1395.17
NON-TAXABLE 1395.17

** AMOUNT CHARGED TO STORE ACCOUNT ** 1395.17

SUBTOTAL 1395.17
TAX AMOUNT .00
TOTAL AMOUNT 1,395.17

X _____

78



EXHIBIT "B"
Pg 5 OR 7

H.B. JAEGER CO. BURLINGTON
1687 PORT DR.
BURLINGTON, WA 98233
(360) 707-5958

CUST NO: 6967 JOB NO: 000
BILL TO: KRIEG CONSTRUCTION INC
70 W SLEEPER RD
OAK HARBOR WA 98277

DOCUMENT NUMBER PAGE NO
38742 /2 1

CLERK	SALESPERSON	DATE/TIME
CHRISTINA	TIM PULLAR	5/12/14 10:09
TERMINAL	REFERENCE	
562	FAIRWAY POINT P.R.D., PH #3	

INVOICE

SHIP TO: DIRECT SHIPMENT FROM U.S PIPE
DIRECT SHIPMENT DATE 05-05-14
OAK HARBOR
C/O JIM JAEGER

SHIP VIA	PO NUMBER	ORDER NO
	JIM	108437
DUE DATE	ESTIMATE	TERMS
	100181	NET 25TH
TAX		
RES	RESALE BURLINGTON WA	

LINE ITEM

LN#	ITEM	UM	DESCRIPTION	ORDERED	B/O	SHIPPED	PRICE /PER	EXTENSION
1	MISC115	EA	16" X 18' D.I CL 52 PIPE	1036		1036	50.29 /EA	52100.44 N
2			NOTE: PO #2000005970.					

TAXABLE 0.00 SUBTOTAL 52100.44
NON-TAXABLE 52100.44

** AMOUNT CHARGED TO STORE ACCOUNT ** 52100.44

SUBTOTAL 52100.44

TAX AMOUNT .00
TOTAL AMOUNT 52,100.44

X _____

#13



EXHIBIT "B"
Pg. 6 of 7

H.B. JAEGER CO. BURLINGTON
1687 PORT DR.
BURLINGTON, WA 98233
(360) 707-5958

CUST NO: 6967 JOB NO: 000
BILL TO: KRIEG CONSTRUCTION INC
70 W SLEEPER RD
OAK HARBOR WA 98277

DOCUMENT NUMBER PAGE NO
38875 /2 1

CLERK	SALESPERSON	DATE/TIME
CHRISTINA	TIM PULLAR	5/22/14 3:34
TERMINAL	REFERENCE	
562	FAIRWAY POINT P.R.D., PH #3	

INVOICE

SHIP TO: FAIRWAY POINT P.R.D., PH #3
SHIP DATE 05-20-14. MORNING
FAIRWAY POINT, OAK HARBOR
C/O JIM JAEGER

SHIP VIA	PO NUMBER	ORDER NO
	JIM	108439
DUE DATE	ESTIMATE	TERMS
	100181	NET 25TH
TAX	REB RESALE BURLINGTON WA	

LN#	ITEM	UM	DESCRIPTION	ORDERED	B/O	SHIPPED	PRICE /PER	EXTENSION
1	MISC260	EA	16" X 6" MJ X FL TEE L/ ACC	3		3	468.078 /EA	1404.23 N
2	MISC260	EA	18" MJ ACCESSORY KIT	16		16	50.694 /EA	814.30 N
3	MISC260	EA	16" MJ 45 ELBOW L/ ACC	3		3	333.611 /EA	1000.83 N
4	MISC260	EA	16" MJ CAP TAPPED 2" L/ ACC	1		1	192.00 /EA	192.00 N
5			NOTE: PO #2000005971.					

TAXABLE 0.00 SUBTOTAL 3411.36
NON-TAXABLE 3411.36

** AMOUNT CHARGED TO STORE ACCOUNT ** 3411.36 SUBTOTAL 3411.36

TAX AMOUNT .00
TOTAL AMOUNT 3411.36

X _____

#15



EXHIBIT "B"
Pg 7 of 7

H.B. JAEGER CO. BURLINGTON
1687 PORT DR.
BURLINGTON, WA 98233
(360) 707-5958

CUST NO: 6967 JOB NO: 000
BILL TO: KRIEG CONSTRUCTION INC
70 W SLEEPER RD
OAK HARBOR WA 98277

DOCUMENT NUMBER PAGE NO
39091 /2 1

CLERK	SALESPERSON	DATE/TIME
CHRISTINA	TIM PULLAR	6/18/14 2:38
TERMINAL	REFERENCE	
562	RETURN - FAIRWAY POINT	

CREDIT MEMO

SHIP TO: RETURN - FAIRWAY POINT
RETURNED DATE 06-04-14, (T.A.P)
C/O JIM

SHIP VIA	PO NUMBER	ORDER NO
JIM		110180
DUE DATE	TERMS	
	NET 25TH	
TAX		
REB RESALE BURLINGTON WA		

LN#	ITEM	UM	DESCRIPTION	ORDERED	B/O	SHIPPED	PRICE /PER	EXTENSION
1	DIPCLS216	EA	16"X20" CL 52 DUCTILE IRON PIPE CREDIT RETURN	-36		36	50.29 /EA	-1810.44 R N

Credit

TAXABLE 0.00
NON-TAXABLE -1810.44

SUBTOTAL -1810.44

** AMOUNT CREDITED TO ACCOUNT ** 1810.44

SUBTOTAL -1810.44

TAX AMOUNT .00
TOTAL AMOUNT -1,810.44

X _____



EXHIBIT "C"
H.B. JAEGER

Pg 1 of 1

1687 Port Dr
 Burlington WA 98233
www.hbjaege.com

360.707.5958 (phone)
 360.757.1643 (fax)

ESTIMATE: 100181
 RECIPIENT: LANDED GENTRY DEVELOPMENT, INC.
 PROJECT: FAIRWAY POINT
 ATTN: STEVE
 BID DATE: 1/28/2015
 EXPIRATION: 2/11/2015
 ESTIMATOR: T.A.P.

Item #	Description	Quantity	Unit Price	Total Price
56	WATER			
57				
58	MAIN			
59	PVCC900-8 8" X 20' C-900 PVC PIPE (DR18)	1660	8.19	13,593.74
60	IFCO8MJXMJ 8" D.I. MJXMJ LONG SLEEVE L/ACC	4	103.00	412.00
61	IF11L8MJXMJ 8" D.I. MJXMJ 11-1/4 ELL L/ACC	2	73.32	146.64
62	IFT8X6MJXFL 8"X6" D.I. MJXFL TEE L/ACC	4	140.57	562.26
63	IFACC8MJKIT 8" MJ GLAND PACK (G/B/N/G5KT.)	35	21.89	766.08
64	IF45L8MJXMJ 8" D.I. MJXMJ 45 DEG ELL L/ACC	3	82.40	247.20
65	IFCA8MJX2IP 8" D.I. MJ CAP W/2"IP TAP L/ACC	2	63.01	126.02
66	IFCA8MJ 8" D.I. MJ CAP L/ACC	1	45.78	45.78
67	AVKRWVD8MJXMJ 8" MJXMJ AVK R/W GV DUCTILE IRON	1	903.87	903.87
68	AYSADDLE8X1IP 3826 8"X1"IP DBL STRP BRZ SADDLE	38	126.33	4,800.35
69	IFA8MJXFL 8" D.I. MJXFL ADAPTER L/ACC	1	84.12	84.12
70	AVKRWVD8MJXFL 8" MJXFL AVK R/W GV DUCTILE IRON	1	804.28	804.28
71	IFACCZKIT8 8" ZINC PLTD A307A BOLT KIT	2	13.63	27.27
72	IFACCRGFF8 8" 1/8" THK FULL FACE 150# G5KT	2	4.44	8.88
73	IFT8X6FLXFL 8"X6" D.I. FLXFL TEE L/ACC	1	257.50	257.50

22,785.99

Report Selections: Job: 400110
 Phase: 07
 Cost Type: ALL
 Tran. Type: ALL
 Vendor: ALL
 Employee: ALL
 Inv. Item: ALL

Job Status: A
 Phase Status: ALL
 Division: ALL
 Pre-Time Card Batch: ALL
 Customer: ALL
 Draw Appl. #: ALL

EXHIBIT "D"
 Pg. 1 of 3
 DIVISION 1
 JOB TIME REPORT
 10 lot

KRIEG CONSTRUCTION, INC.
 Job Cost History Report From Inception To 02/12/15
 Includes Pre-Time Cards

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Unit of Measure	Amount
------	-----------	-----------	-------------	------------------------	-------	----------	-----------------	--------

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Unit of Measure	Amount
Job: 400110 LGDF3A/FAIRWAY PT PH 3A								
Phase: 07 WATER Cost Type: E EQUIPMENT								
08/24/12	EQ	5-22	06 KOMATSU PC220LC8 HYD (5-22)	1. <u>SUMMATION of EQUIPMENT TIME</u>	2.0			450.00
09/25/12	EQ	2-4	07 KOMATSU WA320-SL LDR (2-4)	2. <u>COMPACTOR (5-7)</u>	3.0			50.00
09/25/12	EQ	5-22	06 KOMATSU PC220LC8 HYD (5-22)	3. <u>EXCAVATOR (5-22 + 5-10)</u>	24			270.00
09/25/12	EQ	2-4	07 KOMATSU WA320-SL LDR (2-4)	4. <u>LOADER (2-4, 4-9, 2-22)</u>	9.5			100.00
09/25/12	EQ	5-10	05 KOMATSU PC300LC-7 (5-10)	5. <u>TRUCKING (7-5, 788, 766, 74)</u>	9.5			220.00
09/26/12	EQ	5-22	06 KOMATSU PC220LC8 HYD (5-22)		6.00			540.00
09/27/12	EQ	4-9	09 FORD 545C GRADE TRCTR (4-9)		1.50			45.00
09/27/12	EQ	5-7	05 CAT 2155A TRACKHOE (5-7)		1.00			70.00
09/27/12	EQ	7-4	01 KW DUMPTRUCK (7-4)	6. <u>EQUIPMENT Hours TOTAL: 48.0</u>	3.00			150.00
09/27/12	EQ	5-22	06 KOMATSU PC220LC8 HYD (5-22)		3.00			270.00
09/28/12	EQ	5-22	06 KOMATSU PC220LC8 HYD (5-22)		2.00			180.00
10/01/12	EQ	7-5	07 KW DUMPTRUCK (7-5)		1.00			50.00
10/02/12	EQ	2-4	07 KOMATSU WA320-SL LDR (2-4)		2.00			100.00
10/03/12	EQ	5-22	05 KOMATSU PC220LC8 HYD (5-22)		2.00			180.00
10/03/12	EQ	7-6-6	02 KW TRUCK & PUP (7-6-6)		3.50			227.50
10/04/12	EQ	2-4	07 KOMATSU WA320-SL LDR (2-4)		1.00			50.00
10/04/12	EQ	5-7	05 CAT 2155A TRACKHOE (5-7)		1.00			70.00
10/04/12	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)		2.00			100.00
10/05/12	EQ	5-7	05 CAT 2155A TRACKHOE (5-7)		1.00			70.00
10/05/12	EQ	7-8-8	09 KW TRUCK & PUP (7-8-8)		1.00			65.00
10/08/12	EQ	5-20	03 KOMATSU PC45MR-1 HOE (5-20)		1.00			90.00
10/08/12	EQ	5-22	06 KOMATSU PC220LC8 HYD (5-22)		2.00			90.00
10/19/12	EQ	7-5	07 KW DUMPTRUCK (7-5)		1.00			50.00
10/19/12	EQ	7-5	07 KW DUMPTRUCK (7-5)		1.00			50.00
Subtotal for Phase: 07 WATER Cost Type: E EQUIPMENT (6) <u>EQUIPMENT Hours TOTAL:</u> 48.00								
Phase: 07 WATER Cost Type: K KCI MANIP MATERI								
09/27/12	IC	M3S-1	SCREENED SAND		0.00	91.33TN		182.76

EXHIBIT "D"
pg. 2 of 3

KRIEG CONSTRUCTION, INC.
 Job Cost History Report From Inception To 02/12/15
 Includes Pre-Time Cards

Date | Tran | Type | Reference | Description | Additional Information | Hours | Quantity | Unit of Measure | Amount

Job: 000110 LGDF2NFAIRWAY PT PH 3A

Phase: 07 WATER Cost Type: K KCI MANF MATERI

1E/01/12	IC	M3S-1	SCREENED SAND	Unit Price: 2.00			12.66TN		25.32
1E/03/12	IC	M3S-1	SCREENED SAND	Unit Price: 2.00			90.40TN		180.80
1E/05/12	IC	M3S-1	SCREENED SAND	Unit Price: 2.00			27.57TN		55.14
1E/10/12	IC	M3S-1	SCREENED SAND	Unit Price: 2.00			14.77TN		29.42

Subtotal for Phase: 07 WATER Cost Type: K KCI MANF MATERI

Phase: 07 WATER Cost Type: L LABOR

09/24/12	PR	33	JAMES DEAN JAEGER	Check# 59949		5.00			243.52
09/25/12	PR	A49	BRYAN PAUL DUYSSINGS	Check# 60092		8.00			260.43
09/25/12	PR	B32	THOMAS L MECOM JR	Check# 60082		8.00			260.28
09/26/12	PR	33	JAMES DEAN JAEGER	Check# 60083		8.00			312.26
09/26/12	PR	A49	BRYAN PAUL DUYSSINGS	Check# 60092		8.00			260.44
09/26/12	PR	B32	THOMAS L MECOM JR	Check# 60082		8.00			260.26
09/27/12	PR	14	SKIP PATRICK BOYER	Check# 60076		2.50			97.24
09/27/12	PR	33	JAMES DEAN JAEGER	Check# 60083		8.00			312.27
09/27/12	PR	56	DAVID R. PROCTER	Check# 60093		3.00			91.80
09/27/12	PR	A49	BRYAN PAUL DUYSSINGS	Check# 60092		8.00			260.43
09/27/12	PR	B32	THOMAS L MECOM JR	Check# 60082		8.00			260.27
09/28/12	PR	33	JAMES DEAN JAEGER	Check# 60083		8.00			312.25
09/28/12	PR	A49	BRYAN PAUL DUYSSINGS	Check# 60092		8.00			260.45
09/28/12	PR	B32	THOMAS L MECOM JR	Check# 60082		7.00			227.74
10/01/12	PR	14	SKIP PATRICK BOYER	Check# 60098		1.00			38.93
10/01/12	PR	33	JAMES DEAN JAEGER	Check# 60105		8.00			312.21
10/02/12	PR	25	TODD LEE STEPHENSON	Check# 60102		2.00			77.97
10/02/12	PR	33	JAMES DEAN JAEGER	Check# 60105		8.00			312.21
10/02/12	PR	B32	THOMAS L MECOM JR	Check# 60104		5.00			162.69
10/03/12	PR	25	TODD LEE STEPHENSON	Check# 60102		5.00			194.94
10/03/12	PR	33	JAMES DEAN JAEGER	Check# 60105		8.00			312.21
10/03/12	PR	A49	BRYAN PAUL DUYSSINGS	Check# 60114		5.00			162.43
10/03/12	PR	B32	THOMAS L MECOM JR	Check# 60104		3.50			113.88
10/04/12	PR	25	TODD LEE STEPHENSON	Check# 60102		3.00			116.96
10/04/12	PR	33	JAMES DEAN JAEGER	Check# 60105		4.00			156.11
10/04/12	PR	A49	BRYAN PAUL DUYSSINGS	Check# 60114		4.00			129.95
10/04/12	PR	B32	THOMAS L MECOM JR	Check# 60104		4.00			120.15

EXHIBIT "D"
Pg. 3 of 3

KRIEG CONSTRUCTION, INC.
Job Cost History Report From Inception To 02/12/15
Includes Pre-Time Cards

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Unit of Measure	Amount
Job: 400110 LGDF34FAIRWAY PT PH 3A								
Phase: 07 WATER Cost Type: L LABOR								
10/05/12	PR 33	JAMES DEAN JAEGER	CHECK# 60105		8.00			312.20
10/05/12	PR 47	LAURA ANN THOMPSON	CHECK# 60113		1.00			30.60
10/05/12	PR A49	BRYAN PAUL DUYSINGS	CHECK# 60114		3.00			97.46
10/08/12	PR 25	TODD LEE STEPHENSON	CHECK# 60123		3.00			116.98
10/08/12	PR 33	JAMES DEAN JAEGER	CHECK# 60126		8.00			312.18
10/08/12	PR A49	BRYAN PAUL DUYSINGS	CHECK# 60134		5.00			162.38
10/08/12	PR B32	THOMAS L MECOM JR	CHECK# 60125		5.00			162.65
10/09/12	PR 33	JAMES DEAN JAEGER	CHECK# 60126		8.00			312.18
10/10/12	PR 14	SKIP PATRICK BOYER	CHECK# 60119		1.00			38.88
10/10/12	PR B32	THOMAS L MECOM JR	CHECK# 60125		1.00			32.53
11/14/12	PR B32	THOMAS L MECOM JR	CHECK# 60228		1.00			32.53
Subtotal for Phase: 07 WATER Cost Type: L LABOR					202.00	0.00		7,250.89
Phase: 07 WATER Cost Type: M AP MATERIALS								
CITY OF OAK HARBOR								
09/30/12	AP COH	FERGUSON WATERWORKS	Invoice 092812 dated 9/28/12					277.40
09/30/12	AP FEI	FERGUSON WATERWORKS	Invoice 0351003 dated 9/28/12					3,715.24
09/30/12	AP FEI	FERGUSON WATERWORKS	Invoice 0352445 dated 9/19/12					4,677.02
09/30/12	AP FEI	FERGUSON WATERWORKS	Invoice 0352507 dated 9/19/12					3,849.70
09/30/12	AP KCP	KRIEG CONCRETE PRODUCTS	Invoice 228903 dated 9/27/12					256.75
10/26/12	AP FEI	FERGUSON WATERWORKS	Invoice 0354294 dated 10/11/12					448.72
10/26/12	AP FEI	FERGUSON WATERWORKS	Invoice 0354643 dated 10/11/12					861.64
10/26/12	AP FEI	FERGUSON WATERWORKS	Invoice 0355063 dated 10/31/12					149.49
10/26/12	AP FEI	FERGUSON WATERWORKS	Invoice 0355430 dated 10/5/12					141.13
10/26/12	AP FEI	FERGUSON WATERWORKS	Invoice CM084093 dated 10/11/12					-277.61
10/26/12	AP FEI	FERGUSON WATERWORKS	Invoice 0354867-1 dated 10/12/12					651.86
10/31/12	AP COH	CITY OF OAK HARBOR	Invoice 103112 dated 10/31/12					440.20
Subtotal for Phase: 07 WATER Cost Type: M AP MATERIALS					0.00	0.00		15,191.54

LINE ITEM
Hours LABOR TOTAL:

Report Selections: Job: 400152
 Phase: 07
 Cost Type: ALL
 Tran. Type: ALL
 Vendor: ALL
 Employee: ALL
 Inv. Item: ALL

Job Status: A
 Phase Status: ALL
 Division: ALL
 Pre-Time Card Batch: ALL
 Customer: ALL
 Draw Appl. #: ALL

276 lot

EXHIBIT "E"
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KRIEG CONSTRUCTION, INC.
 Job Cost History Report From Inception To 02/12/15
 Includes Pre-Time Cards

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount
Job: 400152 LGDF3B/FW3B 29 LOT DIV							
Phase: 07 WATER Cost Type: E EQUIPMENT							
05/05/14	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)		0.50		25.00
05/14/14	EQ	7-1	92 KW DUMP TRUCK (7-1)		2.00		100.00
05/14/14	EQ	7-3	95 KW DUMPTTRUCK (7-3)		4.00		200.00
05/14/14	EQ	7-5	97 KW DUMPTTRUCK (7-5)		3.00		150.00
05/14/14	EQ	7-6	02 KW DUMPTTRUCK (7-6)		2.00		100.00
05/14/14	EQ	7-10	07 KW DUMP TRUCK (7-10)		1.00		50.00
05/19/14	EQ	2-4	07 KOMATSU WA320-SL LDR (2-4)		3.00		150.00
05/19/14	EQ	5-25	13 KOMATSU PC228USLC-8 (5-25)		4.00		200.00
05/20/14	EQ	7-5	97 KW DUMPTTRUCK (7-5)		4.00		200.00
05/20/14	EQ	7-6	02 KW DUMPTTRUCK (7-6)		3.00		150.00
05/20/14	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)		4.50		225.00
05/20/14	EQ	5-25	13 KOMATSU PC228USLC-8 (5-25)		2.00		100.00
05/20/14	EQ	7-10	07 KW DUMP TRUCK (7-10)		4.00		200.00
05/21/14	EQ	7-6	02 KW DUMPTTRUCK (7-6)		3.00		150.00
05/21/14	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)		6.00		300.00
05/21/14	EQ	5-17	97 HITACHI EX150LC (5-17)		1.00		50.00
05/21/14	EQ	5-25	13 KOMATSU PC228USLC-8 (5-25)		8.00		400.00
05/21/14	EQ	7-10	07 KW DUMP TRUCK (7-10)		1.50		75.00
05/22/14	EQ	7-6	02 KW DUMPTTRUCK (7-6)		1.50		75.00
05/22/14	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)		4.00		200.00
05/22/14	EQ	5-17	97 HITACHI EX150LC (5-17)		1.00		50.00
05/22/14	EQ	5-25	13 KOMATSU PC228USLC-8 (5-25)		6.00		300.00
05/22/14	EQ	7-10	07 KW DUMP TRUCK (7-10)		2.50		125.00
05/27/14	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)		3.00		150.00
05/27/14	EQ	5-25	13 KOMATSU PC228USLC-8 (5-25)		6.00		300.00
05/28/14	EQ	7-5	97 KW DUMPTTRUCK (7-5)		2.50		125.00

SUMMARY OF EQUIPMENT TIME
LINE ITEM

1. BACK HOE (5-21) SERVICES 6.0
 2. COMPACTOR (5-11) 15.0
 3. EXCAVATOR (5-25) 66.5
 4. LOADER (2-22, 2-4) 56.0
 5. TRUCKING (7-1, 7-3, 7-5, 7-6, 7-8, 7-10) 52.0
- 6. EQUIPMENT HOURS 195.5**

EXHIBIT "E"
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KRIEG CONSTRUCTION, INC.
Job Cost History Report From Inception To 02/12/15
Includes Pre-Time Cards

Date	Tran	Type	Reference	Description	Additional Information	Hours	Quantity	Unit of Measure	Amount
Job: 400152 L GDF3B/FW3B 29 LOT DIV									
Phase: 07 WATER Cost Type: E EQUIPMENT									
05/29/14	EQ	7-6	02 KW DUMPTRUCK (7-6)			4.50			225.00
05/29/14	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)			4.50			225.00
05/29/14	EQ	5-17	97 HITACHI EX150LC (5-17)			1.00			70.00
05/29/14	EQ	5-25	13 KOMATSU PC228USLC-8 (5-25)			6.00			510.00
05/29/14	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)			3.00			150.00
05/29/14	EQ	5-25	13 KOMATSU PC228USLC-8 (5-25)			6.50			552.50
05/30/14	EQ	7-5	97 KW DUMPTRUCK (7-5)			3.50			175.00
05/30/14	EQ	7-8	99 KW DUMPTRUCK (7-8)			3.50			175.00
05/30/14	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)			2.00			100.00
05/30/14	EQ	5-17	97 HITACHI EX150LC (5-17)			3.00			210.00
05/30/14	EQ	5-25	13 KOMATSU PC228USLC-8 (5-25)			8.00			680.00
06/02/14	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)			4.00			200.00
06/02/14	EQ	5-17	97 HITACHI EX150LC (5-17)			2.50			175.00
06/02/14	EQ	5-25	13 KOMATSU PC228USLC-8 (5-25)			6.00			510.00
06/03/14	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)			6.00			300.00
06/03/14	EQ	5-17	97 HITACHI EX150LC (5-17)			2.50			175.00
06/03/14	EQ	5-25	13 KOMATSU PC228USLC-8 (5-25)			4.00			340.00
06/04/14	EQ	7-8	99 KW DUMPTRUCK (7-8)			0.50			25.00
06/04/14	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)			4.00			200.00
06/04/14	EQ	5-25	13 KOMATSU PC228USLC-8 (5-25)			4.00			340.00
06/04/14	EQ	7-10	07 KW DUMP TRUCK (7-10)			3.00			150.00
06/05/14	EQ	7-8	99 KW DUMPTRUCK (7-8)			1.50			75.00
06/05/14	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)			7.00			350.00
06/05/14	EQ	5-17	97 HITACHI EX150LC (5-17)			2.00			140.00
06/05/14	EQ	5-25	13 KOMATSU PC228USLC-8 (5-25)			4.00			340.00
06/06/14	EQ	2-22	04 KOMATSU 2004 WA250-5 (2-22)			3.00			150.00
06/06/14	EQ	5-17	97 HITACHI EX150LC (5-17)			1.50			105.00
06/06/14	EQ	5-21	04 KOMATSU PC50MR2 EXCV (5-21)			4.00			180.00
06/09/14	EQ	5-21	04 KOMATSU PC50MR2 EXCV (5-21)			2.00			90.00
06/13/14	EQ	7-5	97 KW DUMPTRUCK (7-5)			1.00			50.00
06/13/14	EQ	7-8	99 KW DUMPTRUCK (7-8)			0.50			25.00
06/19/14	EQ	2-4	07 KOMATSU WA320-SL LDR (2-4)			0.50			27.50
06/19/14	EQ	5-17	97 HITACHI EX150LC (5-17)			0.50			35.00

EXHIBIT "E"
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KRIEG CONSTRUCTION, INC.
Job Cost History Report From Inception To 02/12/15
Includes Pre-Time Cards

Unit of Measure

Date	Trans Type	Reference	Description	Additional Information	Hours	Quantity	Amount
Job#: 4001521.L.GDF3B/FW3B 29 LOT DIV							
Phase: 07 WATER Cost Type: E EQUIPMENT							
06/20/14	EQ	2-4	07 KOMATSU WA320-SL LDR (2-4)	Rate: 55.00	1.00		55.00
09/30/14	EQ	4-14	98 N HOLLAND TRAC (4-14)	Rate: 30.00	2.00		60.00
Subtotal for Phase: 07 WATER Cost Type: E EQUIPMENT							
Phase: 07 WATER Cost Type: K KCI MANF MATERI							
05/14/14	IC	M3S-1	SCREENED SAND	Unit Price: 2.00		347.14TN	694.28
05/20/14	IC	M5-2	SCREENINGS/CENTRAL	Unit Price: 2.00		320.62TN	641.24
05/21/14	IC	M5-2	SCREENINGS/CENTRAL	Unit Price: 2.00		126.24TN	252.48
05/22/14	IC	M3S-1	SCREENED SAND	Unit Price: 2.00		118.29TN	236.58
05/29/14	IC	M3S-1	SCREENED SAND	Unit Price: 2.00		125.40TN	250.80
05/30/14	IC	M3S-1	SCREENED SAND	Unit Price: 2.00		182.62TN	365.24
06/04/14	IC	M3S-1	SCREENED SAND	Unit Price: 2.00		90.46TN	180.92
06/05/14	IC	M3S-1	SCREENED SAND	Unit Price: 2.00		45.61TN	91.22
06/13/14	IC	M3S-1	SCREENED SAND	Unit Price: 2.00		44.31TN	88.62
09/30/14	IC	M3S-1	SCREENED SAND	Unit Price: 2.00		27.70TN	55.40
Subtotal for Phase: 07 WATER Cost Type: K KCI MANF MATERI							
Phase: 07 WATER Cost Type: L LABOR							
05/05/14	PR	41	MONTE RAY HASSLER	Check# 61926	3.00		104.98
05/13/14	PR	41	MONTE RAY HASSLER	Check# 61947	3.00		105.02
05/14/14	PR	26	GARY THOMAS BOYER	Check# 61937	1.00		32.64
05/14/14	PR	31	MICHAEL J MORLEY	Check# 61941	3.00		98.21
05/14/14	PR	41	MONTE RAY HASSLER	Check# 61947	2.00		70.01
05/14/14	PR	47	LAURA ANN THOMPSON	Check# 61948	2.00		65.56
05/14/14	PR	B32	THOMAS L MECOM JR	Check# 61942	4.00		139.93
05/19/14	PR	25	TODD LEE STEPHENSON	Check# 61957	2.00		85.80
05/19/14	PR	29	TYLER J MORLEY	Check# 61959	3.00		96.47
05/19/14	PR	41	MONTE RAY HASSLER	Check# 61966	5.50		192.42
05/19/14	PR	A49	BRYAN PAUL DUVSINGS	Check# 61968	8.00		279.34
05/19/14	PR	B32	THOMAS L MECOM JR	Check# 61961	8.00		279.85
05/20/14	PR	26	GARY THOMAS BOYER	Check# 61958	4.00		130.48
05/20/14	PR	29	TYLER J MORLEY	Check# 61959	8.00		257.25
05/20/14	PR	31	MICHAEL J MORLEY	Check# 61960	4.00		130.94
05/20/14	PR	33	JAMES DEAN JAEGER	Check# 61962	4.00		171.53
05/20/14	PR	41	MONTE RAY HASSLER	Check# 61966	8.00		279.69
Subtotal for Phase: 07 WATER Cost Type: L LABOR					0.00	1,428.39	2,856.78
Subtotal for Phase: 07 WATER Cost Type: E EQUIPMENT							12,285.00
Subtotal for Phase: 07 WATER Cost Type: K KCI MANF MATERI							1,428.39

LINE ITEM 1 EQUIPMENT HOURS TOTAL

EXHIBIT "E"
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KRIEG CONSTRUCTION, INC.
Job Cost History Report From Inception To 02/12/15
Includes Pre-Time Cards

Date	Transaction Type	Reference	Description	Additional Information	Hours	Quantity	Unit of Measure	Amount
Job: 400152 LGDF38/FW3B 29 LOT DIV Phase: 07 WATER Cost Type: L LABOR								
05/20/14	PR 47		LAURA ANN THOMPSON	Check# 61967	3.00			98.34
05/20/14	PR A49		BRYAN PAUL DUYSSINGS	Check# 61968	4.00			139.67
05/20/14	PR B32		THOMAS L MECOM JR	Check# 61961	8.00			279.85
05/21/14	PR 25		TODD LEE STEPHENSON	Check# 61967	3.00			128.71
05/21/14	PR 26		GARY THOMAS BOYER	Check# 61968	1.50			48.93
05/21/14	PR 29		TYLER J. MORLEY	Check# 61959	8.00			257.24
05/21/14	PR 33		JAMES DEAN JAEGER	Check# 61962	4.00			171.53
05/21/14	PR 41		MONTE RAY HASSLER	Check# 61966	8.00			279.90
05/21/14	PR 47		LAURA ANN THOMPSON	Check# 61967	3.00			98.34
05/21/14	PR A49		BRYAN PAUL DUYSSINGS	Check# 61968	8.00			279.35
05/21/14	PR B32		THOMAS L MECOM JR	Check# 61961	8.00			279.85
05/22/14	PR 25		TODD LEE STEPHENSON	Check# 61967	3.00			128.71
05/22/14	PR 26		GARY THOMAS BOYER	Check# 61968	2.50			81.54
05/22/14	PR 29		TYLER J. MORLEY	Check# 61959	8.00			257.25
05/22/14	PR 33		JAMES DEAN JAEGER	Check# 61962	4.00			171.53
05/22/14	PR 41		MONTE RAY HASSLER	Check# 61966	8.00			279.90
05/22/14	PR 47		LAURA ANN THOMPSON	Check# 61967	1.50			49.17
05/22/14	PR A49		BRYAN PAUL DUYSSINGS	Check# 61968	8.00			279.34
05/22/14	PR B32		THOMAS L MECOM JR	Check# 61961	8.00			279.85
05/27/14	PR 41		MONTE RAY HASSLER	Check# 61987	8.00			280.03
05/27/14	PR A49		BRYAN PAUL DUYSSINGS	Check# 61989	8.00			279.46
05/27/14	PR B32		THOMAS L MECOM JR	Check# 61982	8.00			279.86
05/28/14	PR 29		TYLER J. MORLEY	Check# 61980	8.00			257.32
05/28/14	PR 31		MICHAEL J MORLEY	Check# 61981	2.50			81.84
05/28/14	PR 41		MONTE RAY HASSLER	Check# 61987	8.00			280.04
05/28/14	PR 47		LAURA ANN THOMPSON	Check# 61988	4.50			147.51
05/28/14	PR A49		BRYAN PAUL DUYSSINGS	Check# 61989	9.00			314.40
05/28/14	PR B32		THOMAS L MECOM JR	Check# 61982	8.50			297.35
05/29/14	PR 29		TYLER J. MORLEY	Check# 61980	4.00			128.66
05/29/14	PR 41		MONTE RAY HASSLER	Check# 61987	8.00			280.03
05/29/14	PR A49		BRYAN PAUL DUYSSINGS	Check# 61989	7.00			244.54
05/29/14	PR B32		THOMAS L MECOM JR	Check# 61982	8.00			279.86
05/30/14	PR 29		TYLER J. MORLEY	Check# 61980	8.00			257.32

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KRIEG CONSTRUCTION, INC.
Job Cost History Report From Inception To 02/12/15
Includes Pre-Time Cards

Date	Type	Reference	Description	Additional Information	Hours	Quantity	Amount
Job: 400152 LGDF3B/FW3B 29 LOT DIV							
Phase: 07 WATER Cost Type: L LABOR							
05/30/14	PR	31	MICHAEL J MORLEY	Check# 61981	3.50		114.59
05/30/14	PR	41	MONTE RAY HASSLER	Check# 61987	8.00		280.02
05/30/14	PR	47	LAURA ANN THOMPSON	Check# 61988	3.50		114.73
05/30/14	PR	A49	BRYAN PAUL DUYSINGS	Check# 61989	8.00		279.47
05/30/14	PR	B32	THOMAS L MECOM JR	Check# 61982	8.00		279.86
06/02/14	PR	29	TYLER J. MORLEY	Check# 62001	8.00		257.38
06/02/14	PR	41	MONTE RAY HASSLER	Check# 62008	8.00		280.04
06/02/14	PR	A49	BRYAN PAUL DUYSINGS	Check# 62010	8.00		279.48
06/02/14	PR	B32	THOMAS L MECOM JR	Check# 62003	8.00		279.85
06/03/14	PR	29	TYLER J. MORLEY	Check# 62001	8.00		257.39
06/03/14	PR	41	MONTE RAY HASSLER	Check# 62008	8.00		280.03
06/03/14	PR	A49	BRYAN PAUL DUYSINGS	Check# 62010	8.00		279.48
06/03/14	PR	B32	THOMAS L MECOM JR	Check# 62003	8.00		279.85
06/04/14	PR	26	GARY THOMAS BOYER	Check# 61998	3.00		97.94
06/04/14	PR	29	TYLER J. MORLEY	Check# 62001	8.00		257.38
06/04/14	PR	41	MONTE RAY HASSLER	Check# 62008	8.00		280.04
06/04/14	PR	47	LAURA ANN THOMPSON	Check# 62009	0.50		16.39
06/04/14	PR	A49	BRYAN PAUL DUYSINGS	Check# 62010	8.00		279.48
06/04/14	PR	B32	THOMAS L MECOM JR	Check# 62003	8.00		279.85
06/05/14	PR	29	TYLER J. MORLEY	Check# 62001	8.00		257.38
06/05/14	PR	41	MONTE RAY HASSLER	Check# 62008	8.00		280.02
06/05/14	PR	47	LAURA ANN THOMPSON	Check# 62009	1.50		49.18
06/05/14	PR	A49	BRYAN PAUL DUYSINGS	Check# 62010	8.00		279.48
06/05/14	PR	B32	THOMAS L MECOM JR	Check# 62003	8.00		279.85
06/06/14	PR	29	TYLER J. MORLEY	Check# 62001	6.50		209.12
06/06/14	PR	41	MONTE RAY HASSLER	Check# 62008	8.00		280.00
06/06/14	PR	A49	BRYAN PAUL DUYSINGS	Check# 62010	8.00		279.44
06/06/14	PR	B32	THOMAS L MECOM JR	Check# 62003	8.00		279.86
06/09/14	PR	29	TYLER J. MORLEY	Check# 62022	8.00		257.38
06/09/14	PR	A49	BRYAN PAUL DUYSINGS	Check# 62031	8.00		279.44
06/09/14	PR	B32	THOMAS L MECOM JR	Check# 62024	8.00		279.82
06/10/14	PR	A49	BRYAN PAUL DUYSINGS	Check# 62031	8.00		279.44
06/10/14	PR	B32	THOMAS L MECOM JR	Check# 62024	8.00		279.84

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KRIEG CONSTRUCTION, INC.
Job Cost History Report From Inception To 02/12/15
Includes Pre-Time Cards

Date	Transaction Type	Reference	Description	Additional Information	Hours	Quantity	Unit of Measure	Amount
Job: 400152 LGDF3B/FW3B 29 LOT DIV								
Phase: 07 WATER Cost Type: L LABOR								
08/1/14	PR A49		BRYAN PAUL DUYSINGS	Check# 62031	8.00			279.44
06/1/14	PR B32		THOMAS L MECOM JR	Check# 62024	8.00			279.84
06/12/14	PR A49		BRYAN PAUL DUYSINGS	Check# 62031	8.00			279.44
06/12/14	PR B32		THOMAS L MECOM JR	Check# 62024	8.00			279.84
06/13/14	PR 31		MICHAEL J MORLEY	Check# 62023	1.00			32.70
06/13/14	PR 47		LAURA ANN THOMPSON	Check# 62030	0.50			16.39
06/13/14	PR A49		BRYAN PAUL DUYSINGS	Check# 62031	7.00			244.53
06/13/14	PR B32		THOMAS L MECOM JR	Check# 62024	7.00			244.85
06/16/14	PR A49		BRYAN PAUL DUYSINGS	Check# 62051	8.00			279.37
06/16/14	PR B32		THOMAS L MECOM JR	Check# 62044	8.00			279.85
06/17/14	PR A49		BRYAN PAUL DUYSINGS	Check# 62051	4.50			157.14
06/17/14	PR B32		THOMAS L MECOM JR	Check# 62044	6.00			209.89
06/19/14	PR A49		BRYAN PAUL DUYSINGS	Check# 62051	8.00			279.37
06/19/14	PR B32		THOMAS L MECOM JR	Check# 62044	7.00			244.87
06/19/14	PR C28		LOGAN M WILLIAMS	Check# 62041	8.00			217.14
06/20/14	PR B32		THOMAS L MECOM JR	Check# 62044	4.50			157.41
07/23/14	PR A49		BRYAN PAUL DUYSINGS	Check# 62174	7.00			245.05
07/23/14	PR B32		THOMAS L MECOM JR	Check# 62166	7.00			245.23
08/20/14	PR 41		MONTE RAY HASSLER	Check# 62286	2.50			87.51
08/20/14	PR C28		LOGAN M WILLIAMS	Check# 62279	2.50			67.85
08/21/14	PR A49		BRYAN PAUL DUYSINGS	Check# 62289	2.00			67.09
08/21/14	PR B32		THOMAS L MECOM JR	Check# 62282	2.00			67.19
08/22/14	PR A49		BRYAN PAUL DUYSINGS	Check# 62289	7.00			234.83
08/22/14	PR B32		THOMAS L MECOM JR	Check# 62282	7.00			241.90
08/25/14	PR A49		BRYAN PAUL DUYSINGS	Check# 62315	8.00			267.78
08/25/14	PR B32		THOMAS L MECOM JR	Check# 62308	8.00			268.60
08/28/14	PR 25		TODD LEE STEPHENSON	Check# 62303	8.00			328.99
08/28/14	PR B32		THOMAS L MECOM JR	Check# 62308	5.00			167.88
08/29/14	PR B32		THOMAS L MECOM JR	Check# 62308	2.00			67.14
09/23/14	PR B32		THOMAS L MECOM JR	Check# 62403	2.50			83.98
09/30/14	PR 14		SKIP PATRICK BOYER	Check# 62414	6.00			246.01
10/27/14	PR 31		MICHAEL J MORLEY	Check# 62493	3.50			113.79
10/27/14	PR B32		THOMAS L MECOM JR	Check# 62494	0.50			16.79

UnPosted?

Exhibit "E"
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KRIEG CONSTRUCTION, INC.
Job Cost History Report From Inception To 02/12/15
Includes Pre-Time Cards

Unit of Measure

Date	Tran	Type	Reference	Description	Additional Information	Hours	Quantity	Amount
Job: 400152 LGDF3B/FW3B 29 LOT DIV								
Phase: 07 WATER Cost Type: L LABOR								
01/27/15	PR	14		SKIP PATRICK BOYER	Check# 62696	2.00		84.51
02/03/15	PR	14		SKIP PATRICK BOYER	Check# 62711	1.00		42.19
02/05/15	PR	14		SKIP PATRICK BOYER	Check# 62711	5.00		210.96
Subtotal for Phase: 07 WATER Cost Type: L LABOR								
Phase: 07 WATER Cost Type: M AP MATERIALS								
05/13/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 108601 dated 5/5/14		0.00	24,198.36
05/14/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 25951 dated 5/14/14			8,415.46
05/14/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 38742 dated 5/12/14			1,395.17
05/28/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 38900 dated 5/23/14			52,100.44
05/29/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 38874 dated 5/22/14			4,195.35
05/31/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 38875 dated 5/22/14			25,379.81
06/11/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 957235 dated 5/28/14			3,411.36
06/12/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 38936 dated 6/2/14			259.75
06/12/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 240481 dated 6/4/14			-127.60
06/12/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 958485 dated 6/3/14			16.01
06/12/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 958691 dated 6/4/14			43.75
06/12/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 39010 dated 6/9/14			238.00
06/12/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 39009 dated 6/9/14			754.95
06/12/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 39011 dated 6/9/14			4,371.30
06/12/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 39012 dated 6/9/14			4,371.73
06/17/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 39091 dated 6/16/14			2,153.48
06/27/14	AP	CNW		CONCRETE NORTHWEST	Invoice 962704 dated 6/20/14			-1,810.44
06/30/14	AP	OHH		OAK HARBOR HARDWARE	Invoice 240870 dated 6/12/14			890.63
06/30/14	AP	OHH		OAK HARBOR HARDWARE	Invoice 241203 dated 6/19/14			66.61
07/14/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 39303 dated 7/7/14			2.73
08/28/14	AP	OHH		OAK HARBOR HARDWARE	Invoice 244427 dated 8/28/14			838.66
09/22/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 39942 dated 9/2/14			60.44
09/22/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 39943 dated 9/2/14			571.39
10/16/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 40373 dated 10/7/14			185.67
10/24/14	AP	HBJ		H.B. JAEGER CO., LLC.	Invoice 40535 dated 10/22/14			153.33
05/28/14	IC	M5-1		DRAIN ROCK	Unit Price: 1.50		7.2TTN	-153.33
06/04/14	IC	M5-1		DRAIN ROCK	Unit Price: 1.50		7.15TTN	10.82
Subtotal for Phase: 07 WATER Cost Type: M AP MATERIALS								
						0.00	14.36	107,816.20

LINE ITEM
1
Hours LABOR Total: 698.00

RECEIVED

JUL 14 2010

CITY OF OAK HARBOR
Development Services Department

Water Bill of Sale

KNOWN ALL MEN BY THESE PRESENTS,

that FP 4, LLC does hereby grant, bargain, sell and convey, for a valuable consideration, unto the City of Oak Harbor, Washington, a municipal corporation, all of that certain utility and appurtenances, situated and described below, and as shown on as-built drawings of said installation, attached hereto and made part of this document.

QUANTITY	SIZE	Type/Material	UTILITY	COST
1700 Lineal ft	8-Inch	PVC C-900	Water Pipe	\$ 88,112.00
20 Lineal ft	6-Inch	Ductile Iron	Water Pipe	\$ 969.00
3 Each	8-Inch	Connection	Tie-In	\$ 6,000.00
4 Each	N/A		Fire Hydrants Assembly	\$ 24,238.00
7 Each	8-Inch	Ductile Iron	Gate Valves	\$ 10,746.00
	Inch		Gate Valves	\$
	Inch		Gate Valves	\$
1 Each	2-Inch	Valve Assembly	Blow Off Assembly	\$ 3,151.00
			Blow Off Assembly	\$
2 Each	2-Inch	Valve Assembly	Air/Release Assembly	\$ 4,686.00
1 Each	3/4-Inch	Valve Assembly	Backflow Preventer	\$ 1,293.00
	Inch		Miscellaneous	\$
	Inch		Pressure Reducing	\$
			Station / Vault	\$
				\$
			Total Costs =	\$ 139,195.00

Dedicated by: BRIAN D. GENTRY

Date: 07/12/2010

Accepted by: [Signature]
(City Engineer)

Date: 7/20/2010

The grantor represents and warrants to the City that all of the expenses (materials, labor, design, permitting, etc.) in connection with construction and installation of said water line and appurtenances have been fully paid and the same is free from liens and debts; the grantor agrees to indemnify and hold the City harmless from any lawful claims of any party for labor or materials arising out of construction and installation of said line and appurtenances. The grantor further warrants the City that said lines and appurtenances were constructed and installed in accordance with City standards and specifications. The grantor warrants the labor and materials used in said construction and installation for a period of one year from the date this conveyance is accepted by the City; further, the grantor agrees to indemnify and hold the City harmless from any and all claims for damages arising from defective material or workmanship for a period of one year from the date this conveyance is accepted by the City.

Dated this 12TH day of July, 2010

Signature [Signature]

Individual Notary

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that BRIAN D. GENTRY signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated July 12, 2010

Signature *Steven G. Baughn*

Print STEVEN G. BAUGHN

Notary Public for the State of Washington residing in Mount Vernon
My appointment expires 01/29/2014



Representative Notary

STATE OF WASHINGTON)
)ss
COUNTY OF ISLAND)

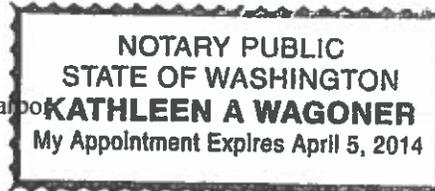
I certify that I know or have satisfactory evidence that Eric Johnston signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 7/20/2010

Signature *Kathleen A. Wagoner*

Print Kathleen A. Wagoner

Notary Public for the State of Washington residing in Oak Harbor
My appointment expires April 5, 2014



RECEIVED

JUL 14 2010

**CITY OF OAK HARBOR
Development Services Department**

City of Oak Harbor		Exhibit C							5/11/2015		
Water Oversizing Reimbursement											
Fairway Point Phase 3 Divisions 1 & 2											
		Oversize Waterline Materials							Costs		
10 " System	Item	Validated	Exhibit Letter	Page No.	Line Item #	Item Description	Quantity	Unit	10" Unit Cost	Total 10" Cost	Eligible 10" Cost
		Saddle	X	A	1	1	*CVR* 202B-12.12X1 IP BRONZE SDL	9	EA	\$ 164.357	\$ 1,479.21
	Gland Pack	X	A	2	1	10 MJ C153 ACCY PK W/GLND	2	EA	\$ 26.690	\$ 53.38	\$ 53.38
	Gland Pack	X	A	2	2	10 MJ C153 ACCY PK W/GLND	7	EA	\$ 26.690	\$ 186.83	\$ 186.83
	Sleeve	X	A	2	3	10X12 MJ C153 LONG SLV L/A	2	EA	\$ 97.930	\$ 195.86	\$ 195.86
	C-900 Pipe	X	A	2	4	10 C900 DR18 PVC GJ BLUE PIPE	340	FT	\$ 11.218	\$ 3,814.12	\$ 3,814.12
	11.25° Bend	X	A	2	5	10 MJ C153 11-1/4 BEND L/A	1	EA	\$ 94.680	\$ 94.68	\$ 94.68
	10x6 Tee	X	A	2	6	10X6 MJXFLG C153 TEE L/A	1	EA	\$ 190.980	\$ 190.98	\$ 190.98
	Cap	X	A	2	7	10 MJ C153 SLD CAP L/A	1	EA	\$ 45.990	\$ 45.99	\$ 45.99
	Pipe	X	B	2	1	10" X 20' C-900 PVC PIPE	320	EA	\$ 13.150	\$ 4,208.00	\$ 4,208.00
	Sleeve	X	B	2	2	10" D.I. MJXMJ LONG SLEEVE L/ACC	2	EA	\$ 116.170	\$ 232.34	\$ 232.34
	Gland Pack	X	B	2	3	10" MJ GLAND PACK (G/B/N/GSKT.)	10	EA	\$ 29.694	\$ 296.94	\$ 296.94
	11.25° Bend	X	B	2	4	10" MJ 11 1/4" ELBOW L/ ACC	1	EA	\$ 112.156	\$ 112.16	\$ 112.16
	Gate Valve	X	B	2	6	10" MJXFL AVK R/W GV DUCTILE IRON	1	EA	\$ 1,338.730	\$ 1,338.73	\$ 1,338.73
	Bolt Kit	X	B	2	7	10" ZINC PLTD A307A BOLT KIT	2	EA	\$ 37.560	\$ 75.12	\$ 75.12
	Gasket	X	B	2	8	10" 1/8" THI FULL FACE 150" GSKT	2	EA	\$ 7.850	\$ 15.70	\$ 15.70
	Tee	X	B	2	20	10" X 6" D.I. FLANGED TEE	1	EA	\$ 397.727	\$ 397.73	\$ 397.73
	Cap (tapped)	X	B	2	21	10" MJ CAP TAPPED 2" L/ ACC	1	EA	\$ 85.227	\$ 85.23	\$ 85.23
	Adapter	X	B	3	22	10" MJ X FL ADAPTER L/ ACC	1	EA	\$ 125.000	\$ 125.00	\$ 125.00
	Saddle	X	B	4	1	FORD 202B 12.12' X 1" IPS SADDLE	6	EA	\$ 131.671	\$ 790.03	\$ 790.03
	Bedding	X				Sand Bedding for Pipe	114.2	TONS	\$ 10.000	\$ 1,142.00	\$ 1,142.00
	Backfill	X				Structural Backfill Above Bedding	186.4	TONS	\$ 10.000	\$ 1,864.00	\$ 1,864.00
	Thrust Block	X				Concrete Thrust Blocking	4	EA	\$ 200.000	\$ 800.00	\$ 800.00
	LABOR & EQUIP										
	MAN HOURS		D	3	1	Total Labor Hours per Div 1 Job Time Report	202.00				
			D	1	6	Less: Equipment Time Hours per Div 1 Job Time Report	(48.00)				
						Less: Estimated Hydrant & Blowoff Hours - 1 each	(14.00)				
			D	1	5	Less: 1/2 Truck Driver Hours allocated to Import	(4.75)				
	Labor	X				Equals: Non Equipment Man Hours for 345 lf of 10"	135.25	Hours	\$ 50.000	\$ 6,762.50	\$ 6,762.50
						Plus: 87% of Div 1 Hours for Additional 10" (300lf divided by 345lf)	87%				
	Labor-Allocated	X				Equals: Non Equipment Man Hours for 10"-Allocated from Div 2	117.67	Hours	\$ 50.000	\$ 5,883.38	\$ 5,883.38
	EQUIPMENT HOURS	X	D	1	6	Total Equipment Hours per Div 1 Job Time Report(subtracted above)	48.00				
		X	D	1	1	Less: Estimated Services Hours not Reimbursable	(2.00)				
		X	D	1	5	Less: 1/2 Truck Time Hours allocated to Import	(4.75)				
						Equals: Net Allocable Equipment Hours- detail below	41.25				
	Excavator #1	X	D	1	3	Trenching & Pipe Placement - Machine & Operator	24	Hours	\$ 135.000	\$ 3,240.00	\$ 3,240.00
	Compactor	X	D	1	2	Compaction - Machine & Operator	3	Hours	\$ 120.000	\$ 360.00	\$ 360.00
	Loader	X	D	1	4	Bedding/Backfill Placement - Machine & Operator	9.5	Hours	\$ 100.000	\$ 950.00	\$ 950.00
	Export Excavation	X	D	1	5	Trucking - 1/2 Truck Time Hours allocated to Export-Truck & Driver	4.75	Hours	\$ 100.000	\$ 475.00	\$ 475.00
						Equals: Total Net Allocable Equipment Hours	41.25				
	Testing	X				Testing - Labor & Equipment	645	FT	\$ 1.500	\$ 967.50	\$ 967.50
	Testing	X				Bacteria Testing - Laboratory Fees	1	LS	\$ 45.000	\$ 45.00	\$ 45.00
									Subtotal 10-inch	\$ 36,227.39	\$ 36,227.39
									Sales Tax at 8.7%	\$ 3,151.78	\$ 3,151.78
									Total (10-inch + 16-inch) w/ tax	\$ 39,379.18	\$ 39,379.18
									Per linear foot of pipe (incl. tax) =	\$ 59.67	\$ 59.67

City of Oak Harbor		Exhibit C										5/11/2015	
Water Oversizing Reimbursement													
16 " System		Validated	Exhibit Letter	Page No.	Line Item #	Item Description	Quantity	Unit	16" Unit Cost	16" Cost	Eligible 16" Cost		
	Butterfly Valve	X	B	1	33	M&H 16" MJ BUTTERFLY VALVE	1	EA	\$ 1,993.333	\$ 1,993.33	\$ 1,993.33		
	Saddle	X	B	1	35	FORD 202B 16" D.I. X 2" IPS SDL	23	EA	\$ 377.370	\$ 8,679.51	\$ 8,679.51		
	Reducer	X	B	4	5	16" X 10" MJ REDUCER L/ ACC	1	EA	\$ 229.467	\$ 229.47	\$ 229.47		
	Saddle	X	B	6	1	FORD 202B 16" D.I. X 2" IPS SDL	6	EA	\$ 131.671	\$ 790.03	\$ 790.03		
	D.I. Pipe	X	B	5	1	16" X 18' D.I. CL 52 PIPE	1036	FT	\$ 50.290	\$ 52,100.44	\$ 52,100.44		
	Tee	X	B	6	1	16" X 6" MJ X FL TEE L/ ACC	3	EA	\$ 468.078	\$ 1,404.23	\$ 1,404.23		
	Gland Pack	X	B	6	2	16" MJ ACCESSORY KIT	16	EA	\$ 50.894	\$ 814.30	\$ 814.30		
	45° Bend	X	B	6	3	16" MJ 45 ELBOW L/ ACC	3	EA	\$ 333.611	\$ 1,000.83	\$ 1,000.83		
	Cap (tapped)	X	B	6	4	16" MJ CAP TAPPED 2" L/ ACC	1	EA	\$ 192.000	\$ 192.00	\$ 192.00		
	D.I. Pipe	X	B	7	1	16" X 18' D.I. CL 52 PIPE	-36	EA	\$ 50.290	\$ (1,810.44)	\$ (1,810.44)		
	Bedding	X				Sand Bedding for Pipe	571	TONS	\$ 10.000	\$ 5,710.00	\$ 5,710.00		
	Backfill	X				Structural Backfill Above Bedding	850	TONS	\$ 10.000	\$ 8,500.00	\$ 8,500.00		
	Thrust Block	X				Concrete Thrust Blocking	6	EA	\$ 250.000	\$ 1,500.00	\$ 1,500.00		
	LABOR & EQUIP												
	MAN HOURS		E	7	1	Total Labor Hours per Div 2 Job Time Report	698.00						
			E	3	1	Less: Equipment Time Hours per 10 Lot Job Time Report	(195.50)						
						Less: Estimated Hydrant (4) & Blowoff (2 installs) Hours	(48.00)						
						Less: Estimated Air Vac Hours	(10.00)						
						Less: Estimated Setter (38) Hours	(60.00)						
			E	1	5	Less: 1/2 Truck Driver Hours allocated to Import	(26.00)						
	Labor	X				Equals: Non Equipment Man Hours	358.50	Hours	\$ 50.000	\$ 17,925.00	\$ 17,925.00		
	Labor-Allocated	X				Non Equipment Man Hours for 10"-From Div 2 Allocated to 10"	(117.67)		\$ 50.000	\$ (5,883.38)	\$ (5,883.38)		
	EQUIPMENT HOURS		E	3	1	Total Equipment Hours per Div 2 Job Time Report (subtractedabove)	195.50						
						Less: Estimated Services Hours not Reimbursable	(6.00)						
						Less: 1/2 Truck Time Hours allocated to Import	(26.00)						
						Equals: Net Allocable Equipment Hours- detail below	163.50						
	Excavator #1	X	E	1	3	Trenching & Pipe Placement - Machine & Operator	66.5	Hours	\$ 135.000	\$ 8,977.50	\$ 8,977.50		
	Compactor	X	E	1	2	Compaction - Machine & Operator	15	Hours	\$ 120.000	\$ 1,800.00	\$ 1,800.00		
	Loader	X	E	1	4	Bedding/Backfill Placement - Machine & Operator	56	Hours	\$ 100.000	\$ 5,600.00	\$ 5,600.00		
	Export Excavation	X	E	1	5	Trucking - Truck & Driver	26	Hours	\$ 100.000	\$ 2,600.00	\$ 2,600.00		
						Equals: Total Net Allocable Equipment Hours	163.50						
	Testing	X				Pressure Testing - Labor & Equipment	1000	FT	\$ 2.000	\$ 2,000.00	\$ 2,000.00		
	Testing	X				Bacteria Testing - Laboratory Fees	1	LS	\$ 45.000	\$ 45.00	\$ 45.00		
									Subtotal 16-inch	\$ 114,167.83	\$ 114,167.83		
									Sales Tax at 8.7%	\$ 9,932.60	\$ 9,932.60		
									Total (10-inch + 16-inch) w/ tax	\$ 124,100.43	\$ 124,100.43		
									Cost per linear foot of pipe (incl. tax) =	\$ 119.79	\$ 119.79		
									Total (10-inch + 16-inch) w/ tax	\$ 163,479.61	\$ 163,479.61		

City of Oak Harbor		Exhibit C							5/11/2015		
Water Oversizing Reimbursement											
Fairway Point 4 - Bill of Sale											
8" Sytem	Item	8-inch	Exhibit Letter	Page No.	Line Item #	Item Description	Quantity	Unit	Unit Cost	Total Cost	Eligible 8" Cost
		8-inch PVC C-900	X		1	1	8-inch PVC C-900	1700	LF	\$ 51.83	\$ 88,112.00
	6-inch Ductile Iron					6-inch Ductile Iron	20	LF	\$ 48.45	\$ 969.00	\$ -
	8-inch Connection	X		1	3	Connection Tie-in Reducer	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00
	Fire Hydrant Assmby					Fire Hydrant Assmby	4	EA	\$ 6,059.50	\$ 24,238.00	\$ -
	8-inch Gate Valves	X		1	5	8-inch Gate Valves	7	EA	\$ 1,535.14	\$ 10,746.00	\$ 10,746.00
	2-inch Blow Off Assmby					2-inch Blow Off Assmby	1	EA	\$ 3,151.00	\$ 3,151.00	\$ -
	2-inch Air Release Assmby					2-inch Air Release Assmby	2	EA	\$ 2,343.00	\$ 4,686.00	\$ -
	3/4-inch Backflow Preventer					3/4-inch Backflow Preventer	1	EA	\$ 1,293.00	\$ 1,293.00	\$ -
									Total (including tax)	\$ 139,195.00	\$ 104,858.00
									Cost per linear foot of pipe (incl. tax) =	\$	61.68
						Subdivision	Item Desc.	Quantity	Unit	Unit Price	Total
						Fairway Point 3	10-inch DI	660	LF	\$ 59.67	\$ 39,379.18
						Fairway Point 3	16-inch DI	1036	LF	\$ 119.79	\$ 124,100.43
									Subtotal	\$	163,479.61
						Fairway Point 4	8-inch PVC	1696	LF	\$ 61.68	\$ 104,611.28
									Reimbursement Amount	\$	58,868.34

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

Bill No. 11.b
Date: May 19, 2015
Subject: Discussion regarding RV Park
location plan and estimated
timeline for completion

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

BACKGROUND / SUMMARY INFORMATION

In response to Councilmember Servatius' motion on May 5, 2015, seconded by Councilmember Severns, that an agenda item be added concerning the RV Park location plan and estimated timeline for completion. Agenda Bill No. 11.c provides the opportunity for Council to discuss the proposed topic.

Motion by Councilmember Servatius: "I move to instruct staff to prepare an agenda item to discuss the current status of the RV park location plan, and estimated timeline for completion to be presented at our May 19th Council Meeting."

LEGAL AUTHORITY

Oak Harbor Municipal Code 1.04.020 (2):

Matters introduced by a councilmember which are seconded by another councilmember and not on the agenda shall be set over to another full council meeting for consideration and action, if any. Every councilmember-initiated agenda item shall be stated by the initiating councilmember for the agenda in the form of a proposed action item such as council discussion, a motion, resolution or ordinance. As an exception to the provision of this subsection, the following matters after motion and second may be considered and acted upon during the same meeting they are introduced:

- (a) Matters declared an emergency;
- (b) Directions to staff to prepare documents or reports or both for consideration; or
- (c) Scheduling of meetings.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bill No. 11.c
Date: May 19, 2015
Subject: Select Three (3) Voting
Delegates for AWC Business
Meeting on June 25, 2015 at the
Wenatchee Convention Center

FROM: City Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

This agenda bill seeks a decision by the City Council to select up to three voting delegates for the Annual Business Meeting to be held on Thursday, June 25, in conjunction with the Annual AWC Conference in Wenatchee.

BACKGROUND / SUMMARY INFORMATION

Each year, the City Council selects up to three elected officials to serve as voting delegates for AWC's annual business meeting. This year's meeting will be held on Thursday, June 25, 2015 at the Convention Center in Wenatchee during the Annual Conference. Delegates will vote on the Board of Directors, updates to Statements of Policy and any by-law amendments.

LEGAL AUTHORITY

Select three (3) delegates to represent Oak Harbor.

FISCAL IMPACT

Funds Required: None anticipated

Appropriation Source: NA

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

On June 3, 2014, the Council selected Mayor Pro Tem Paggao, Councilmember Campbell and Councilmember Severns to represent Oak Harbor at the 2014 Business Meeting in Spokane.

ATTACHMENTS