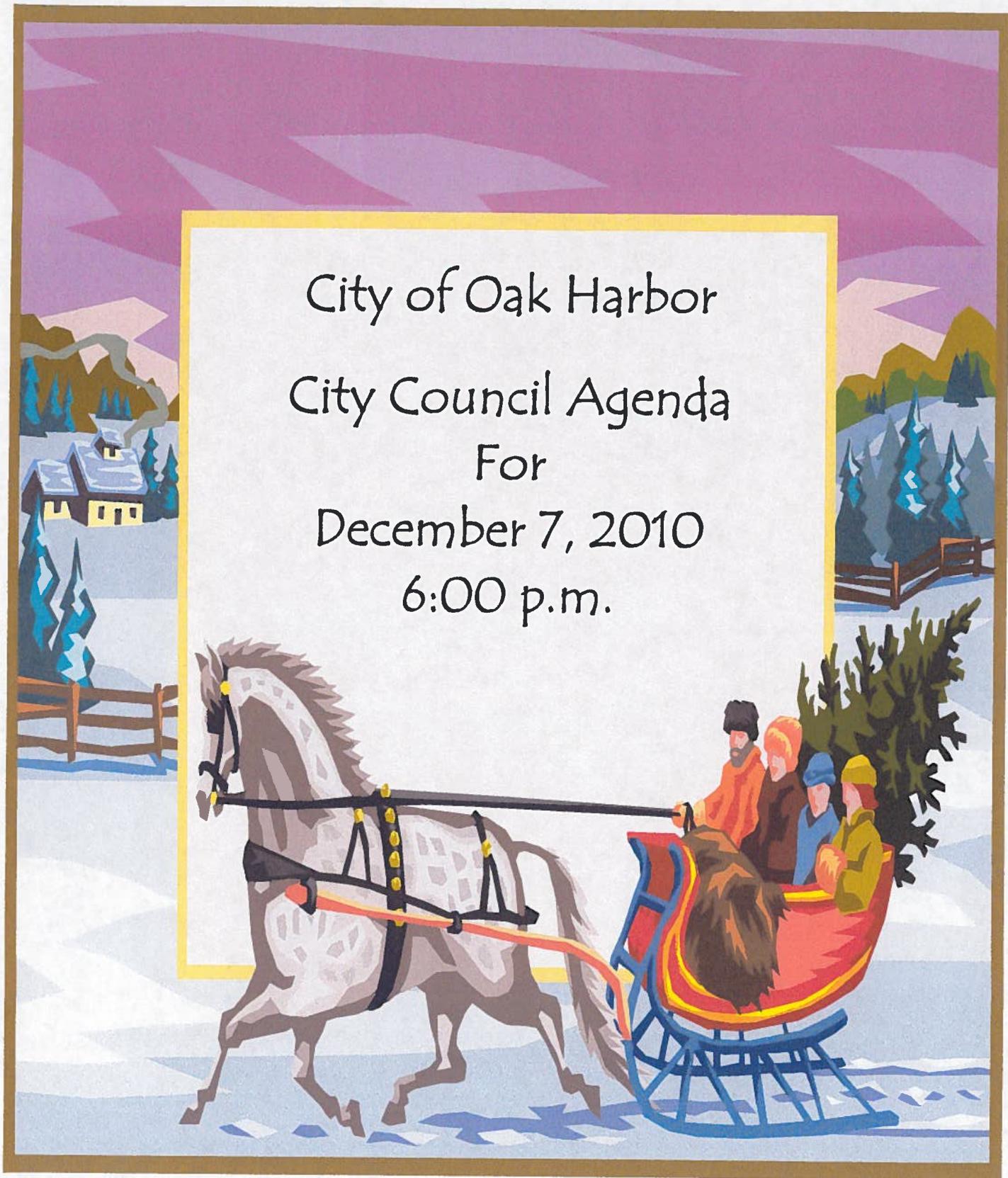


City of Oak Harbor
City Council Agenda
For
December 7, 2010
6:00 p.m.



**Oak Harbor City Council
REGULAR MEETING
6:00 p.m.
Tuesday, December 7, 2010**

Welcome to the Oak Harbor City Council Meeting

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, please sign your name to the sign up sheet, located in the Council Chambers if you wish to speak. The Council will take all information under advisement, but generally will not take any action during the meeting. 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!

CALL TO ORDER

INVOCATION Ron Lawler, Family Bible Church

ROLL CALL

MINUTES 11/16/10 Regular Meeting

NON-ACTION COUNCIL ITEMS:

1. Wreath Presentation – By Scout Troop No. 59.
2. Proclamation – National Impaired Driving Prevention Month.
3. Public Comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

4. Consent Agenda:

Page 33

- a. Re-Appointment – Dave Thomason, Community Police Advisory Board.

Page 34

- b. Appointment – Pat Morse, Library Board.

Page 36

- c. Grant Application – State Parks Clean Vessel Program.

Page 45

- d. EMS Agreement– Whidbey General Hospital.

Page 51

- e. Introduction – International Fire Code Amendments.

- f. Approval of Accounts Payable Vouchers (Pay Bills).

Page 65

5. Public Hearing – 2010 Comprehensive Plan Amendments.

Page 72

6. Animal Services Contract – Whidbey Animal Improvement Foundation (WAIF).

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7. Authorization to Advertise for Bids – Pioneer Way Improvements Project.

Page 100

8. Professional Services Agreement – EnviroIssues, Pioneer Way Improvements Project.

Page 159

9. Oak Harbor Marina – As part of the Oak Harbor Parks Department.

10. City Administrator's Comments.

11. Council Members' Comments.

- Standing Committee Reports

12. Mayor's Comments.

ADJOURN

*"One kind word can warm three winter months."
~Japanese Proverb*

If you have a disability and are in need of assistance, please contact the City Clerk at (360) 279-4539 at least two days before the meeting.

City Council Meeting
Wednesday, November 16, 2010, 6:00 p.m.
City Hall – Council Chambers

CALL TO ORDER Mayor Slowik called the meeting to order at 6:00 p.m.

INVOCATION Pastor Dave Johnson, First United Methodist Church

ROLL CALL

Mayor Jim Slowik
Seven Members of the Council,
Rick Almborg
Jim Campbell
Scott Dudley
Beth Munns
Jim Palmer
Danny Paggao, Mayor Pro Tem
Bob Severns

Paul Schmidt, City Administrator
Margery Hite, City Attorney
Doug Merriman, Finance Director
Steve Powers, Development Services Director
Ethan Spoo, Senior Planner
Cathy Rosen, Public Works Director
Eric Johnston, City Engineer
Rick Wallace, Chief of Police
Mark Soptich, Fire Chief
Mike McIntyre, Senior Services Director
Mack Funk, Harbormaster
Renée Recker, Executive Assistant to the Mayor

MINUTES

MOTION: Councilmember Palmer moved to approve the 11/3/10 regular meeting minutes. The motion was seconded by Councilmember Munns and carried unanimously.

NON-ACTION COUNCIL ITEMS

Public Comments

Billie Cook, 651 SE Bayshore Drive, Oak Harbor. Ms. Cook is a resident of Waterside Condominiums and spoke with concern about Element Nightclub. Ms. Cook was awakened at 2:00 a.m. on Sunday morning by a crowd spilling onto Bayshore Drive. Ms. Cook asked the Council to deny Element Nightclub their Bayshore Drive location since it is not for the public good and the club has not met the conditions of their nightclub license. Ms. Cook has observed smoking by the club's entrances and is aware of liquor control board violations concerning a minor in possession and over-service. Ms. Cook talked about Oak Harbor Municipal Code language that limits noise in the central business district. They are not obeying state law, city statutes, or the conditions attached to their nightclub license. Ms. Cook asked that Council investigate and take action to allow relief to residents living near Element.

Mayor Slowik stated, for the record, that Element's nightclub license expires at the end of this year and will come back before City Council.

Dave Harrington, 1524 NE Narrows, Oak Harbor. Mr. Harrington spoke with concern about the condition of City streets. In reviewing the proposed 2011 – 2012 budget, he noted \$800,000 to \$1,000,000 running through the budget for streets. Mr. Harrington thanked Council members and staff for assistance in reviewing the proposed budget and suggested accumulating funds from: the ¼% utility tax for public art, designation of a sales tax on utilities for streets, REET I funds which could be spent on capital projects if listed in the Capital Facilities Plan, a revision of the Capital Facilities Plan and Comprehensive Plan to include streets, and funding from other budgeted sources. Mr. Harrington felt that a specific plan needs to be in place for the future of City streets.

With no other comments coming forth, Mayor Slowik closed public comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS

Consent Agenda

- A. Contract Award – Public Defense Services, Full Case Load
- B. Contract Award – Public Defense Services, Partial Case Load
- C. Contract Renewal – Public Defense Administration
- D. Appointments – Personnel Appeals Board
- E. Council Requests Lodging Tax Advisory Committee Recommendations – Begins the 45-Day Approval Process
- F. Approval of Accounts Payable Vouchers (Pay Bills)

MOTION: Councilmember Campbell moved to approve Consent Agenda Items A through F with Item F paying accounts payable check numbers 143453 – 143607 in the amount of \$398,297.14, accounts payable check numbers 143608 – 143773 in the amount of \$514,941.17, payroll check numbers 94258 – 94259 in the amount of \$10.38, and payroll check numbers 94260 – 94275 in the amount of \$397,669.49. The motion was seconded by Councilmember Palmer and carried unanimously.

Public Hearing and Final Consideration / Passage of the Budget Ordinance

Finance Director Doug Merriman presented this agenda bill and proposed ordinance required under RCW 35A.34.120 for adopting the City's 2011-2012 Biennial Budget. This ordinance will set the appropriation levels, by fund, for this biennial period. Mr. Merriman also gave a revised version of the draft budget and current spreadsheet to Council, noting the changes to page 10, which is attached to these minutes as Exhibit A. Discussion followed about the Police Department Labor Association's vote to keep their COLA in place. Although this will amount to \$70,000, the budget's bottom line will remain the same and this amount will be cut from either the Police Department's budget or another part of the overall budget. The budget ordinance's differences (totals of \$99,774,842 for 2011; \$72,032,902 for 2012) are largely due to the Pioneer Way improvements project and the water reservoir project. 2012 reflects a more average year for the City's budget.

Mayor Slowik opened the public hearing at 6:20 p.m.

Dave Harrington, 1524 NE Narrows, Oak Harbor. Mr. Harrington quoted from conservative economist Milton Friedman paraphrasing that the big problem is not taxes, the big problem is spending. Limit government's income by cutting taxes. Mr. Harrington asked Council to keep this in mind when discussing additional burdens to Oak Harbor's citizens.

With no other comments coming forth, Mayor Slowik closed the public hearing at 6:24 p.m.

Council Discussion

Discussion followed about the City's reserve amounts and that the reserve amounts will remain at more than the 15% target, the Police Department's COLA will not come from reserves, and clarification that unrepresented City staff will not be receiving a COLA. Discussion followed about Fund 003 – Ameriflex, Fund 005 – Seizure, Fund 006 - Marathon and what they represent (these funds are a quasi-escrow type of account and do not contribute to a deficit), the use of taxes from utilities which go into the General Fund, and the ¼% of the 6 ¼% which goes to the Arts Fund. Mr. Merriman also discussed the expenditures and revenues graph which had been presented throughout budget discussion meetings; to bring these graph lines into alignment, revenues would have to increase, the economy improve, and expenses decrease. Discussion continued about scheduled amortization, how funds can be used, continued review to reduce expenses and strategies for expense reduction, the primary drivers for REET funds (Capital Facilities Plan, Transportation Element of the Plan), and the elimination of Tech Fund contributions (maintenance and licensing will continue). Further comments returned to when the budget must be completed (by the end of 2010), street overlay projects as part of the budget cycle, a request that budget changes and effects on the budget's bottom line be reported to Council (not standing committees) each time a change is made, the budget process, increased real estate taxes and goods and services costs, and that budget adjustments can be made anytime during the year. Mr. Merriman noted that he will bring the third quarter report to Council and the Police Department's \$70,000 could be discussed at that time.

MOTION: Councilmember Palmer moved to approve the 2011 – 2012 budget ordinance with the understanding that the \$70,000 will be brought back to Council at the next meeting. Councilmember Campbell seconded the motion.

VOTE ON THE

MOTION: Councilmembers AlMBERG, Campbell, Munns, Paggao, Palmer, and Severns voted in favor of the motion. Councilmember Dudley opposed. The motion carried.

Mayor Slowik thanked everyone for their efforts on this budget.

Public Hearing – Pioneer Way, Shoreline Substantial Development Conditional Use Permit

This agenda bill presented the City's application for a Shoreline Substantial Development Conditional Use Permit regarding the Pioneer Way Street Improvements Project. Development Services Director Steve Powers explained the map showing the regulated shoreline area and the 300-foot circumference around that area. As a quasi-judicial matter, City Attorney Margery Hite explained Council Rule 19A: Quasi-Judicial Procedure – Appearance of Fairness, and 19B: Quasi-Judicial Procedure – Ex Parte Contacts. Ms. Hite noted that the 300-foot rule is a rule that this body has adopted as recommended by the Municipal Research and Services Center of Washington (MRSC). Ms. Hite also pointed out that this area is part of the larger Pioneer Way Project and for identification, Council should consider the entire project. 19A (2) As a land use decision, Council Members shall identify (as read by Ms. Hite):

1. If they have any interest in the property of application.
2. If they own property within 300 feet of the subject property.
3. If they stand to gain or lose any financial benefit as a result of the outcome of the hearing.
4. If they have any personal, family, or other connection to any party such that their ability to be impartial might be called into question.
5. Whether they can hear and consider the application in a fair and objective manner.

Councilmember Dudley: Can hear and consider the application in a fair and objective manner.

Councilmember Severns: Mr. Severns identified interest in a property within 300 feet of the entire project but not within 300 feet of the green-shaded area on the displayed map. The property is on Bayshore Drive and Mr. Severns holds a one-third interest in this commercial building. As a bank board director, he did not believe that this caused a conflict and he could hear and consider the application in a fair and objective manner.

Councilmember Almberg: Mr. Almberg noted his stepson could still hold interest in a parcel on Dock Street and Pioneer Way but he could hear and consider the application in a fair and objective manner.

Councilmember Palmer: Can hear and consider the application in a fair and objective manner.

Councilmember Paggao: Can hear and consider the application in a fair and objective manner.

Councilmember Campbell: Can hear and consider the application in a fair and objective manner.

Councilmember Munns: Can hear and consider the application in a fair and objective manner.

City Attorney Hite read 19A (4): Upon disclosure of any of the above potential appearance of fairness concerns, the parties and the public shall be given an opportunity to object to any Council Member sitting on the quasi-judicial matter based

on the appearance of fairness doctrine. Failure to object to a Council Member sitting on the quasi-judicial matter when offered the opportunity shall constitute a waiver of that objection. There were no objections.

City Attorney Hite read 19A(5): Council Members are encouraged to recuse themselves if they feel there may be an appearance of fairness issue. If an individual Council Member has determined not to recuse him or herself, the City Council as a whole may, by majority vote, decide that the Council Member has an appearance of fairness concern which may taint the Council's decision in the pending case and may recuse the Council Member on those grounds. There were no recusals.

City Attorney Hite moved to Rule 19B: Quasi-Judicial Procedure – Ex Parte Contacts which are contacts about the quasi-judicial matter occurring outside of the open public hearing at which it is decided.

- Councilmember Dudley: Mr. Dudley had heard from Kristi Jensen and also had received the letter from Aramburu and Eustis, LLP.
- Councilmember Severns: No, but had received the letter from Aramburu and Eustis, LLP.
- Councilmember Almberg: No, but had talked with staff and property owners about the merits of this project's design, and received the letter from Aramburu and Eustis, LLP.
- Councilmember Palmer: No, but had received the letter from Aramburu and Eustis, LLP.
- Councilmember Paggao: No, but had received the letter from Aramburu and Eustis, LLP.
- Councilmember Campbell: No, but had received the letter from Aramburu and Eustis, LLP.
- Councilmember Munns: No, but had received the letter from Aramburu and Eustis, LLP.

Ms. Hite noted that the letter from Aramburu and Eustis, LLP will be added to the record as part of the proceedings and is attached to these minutes as Exhibit B.

Mayor Slowik asked Mr. Powers to describe a closed record review and Mr. Powers also gave a PowerPoint presentation to illustrate what items will be considered for this evening's action. Ms. Hite also noted that the Aramburu and Eustis letter is an argument, not evidence. The Pioneer Way Street Improvements Project is atypical as far as shoreline permits are concerned, because it is an improvement to an existing street on previously improved land within the regulated shoreline. For this reason, the project will not have the same level of impacts on the shoreline as would new development. There are four designated shoreline environments in Oak Harbor: urban, urban residential, natural and aquatic. Pioneer Way is located within the "urban" shoreline environment – an area of intensive and diverse land use(s). The repair and renovation of existing streets and sidewalks is a conditional use within this designation as a non-water dependent transportation facility. The SE Pioneer Way Improvements

Project extends from SE City Beach Street to SE Midway Boulevard. The application for the Shoreline Substantial Development Conditional Use Permit (SSDCUP) applies to the easterly 125 feet of the SE Pioneer Way Improvements Project near the intersection with Midway Boulevard. This portion of the larger project can be thought of as the "shoreline project." This "shoreline project" is the only portion of the larger project which is within the regulated shoreline area of the state as defined by RCW 90.58.030 and is therefore the only portion of the larger project which requires a SSDCUP. It is important to note that the design features of the street are not the subject of the shoreline permit review. It is the continued use of the right-of-way as a public street within the shoreline that is the subject of the SSDCUP application. The Planning Commission reviewed the permit, conducted a public hearing, and recommended approval to City Council on September 28, 2010. Public comment received at the hearing discussed the proposed one-way configuration of Pioneer Way and its impacts to businesses. No public testimony was received regarding the project's consistency with the Shoreline Master Program requirements. Written comments were received by the Planning Commission at the time of the public hearing in the form of a letter from Mr. Richard Aramburu representing Harborside Village LLC, and a letter from Mr. Adam Hand. Planning Commission's minutes from the September 28, 2010 hearing, the letters from Mr. Aramburu and Mr. Hand, and the Planning Commission's Findings of Fact were included in City Council's agenda bill.

Mayor Slowik opened the public hearing at 7:15 p.m. but there were no comments so the hearing was closed.

Council Discussion

Discussion followed about the small size of the presented area, that the City is acting both as applicant and reviewing agency, Island Transit's comments relating to the SEPA review (comments relevant to the entire project, not the shoreline), the ending date for the SEPA appeal process, that there is a stormwater manhole and sanitary sewer line presently intersecting in this area which will be corrected during the course of the Pioneer Way Improvements Project, the bicycle route signage, a date correction on Council's Findings of Fact's last page, and the immense amount of work that staff has given to this permit process.

Break

Mayor Slowik called for a short break at 7:25 p.m. to allow Councilmember Severns time to read the Aramburu letter and the meeting reconvened at 7:30 p.m. After reading the letter, Mr. Severns was satisfied that he could move forward.

MOTION: Councilmember Campbell moved to approve the Shoreline Substantial Development Conditional Use Permit. The motion was seconded by Councilmember Munns and carried unanimously.

MOTION: Councilmember Campbell moved to adopt the Findings of Fact with the corrected date. The motion was seconded by Councilmember Palmer and carried unanimously.

Authorization for Call to Artists – Pioneer Way Improvement Project

City Administrator Paul Schmidt presented this agenda bill and recognized the Art Commission members attending this meeting: Rick Lawler, K.C. Pohtilla, and Nora O'Connell-Balda. Mr. Schmidt talked about the significance of the Greenroads™ designation. The SE Pioneer Way Improvement Project was selected by the University of Washington as a Greenroads™ Pilot Project, which will enable the City to receive direct assistance to construct a qualifying project. A Greenroads™ certified project represents a sustainability performance metric for construction of a road project. If at least a minimum of 1% of the total cost of the SE Pioneer Way Improvement Project is dedicated to a public art component, the Project will receive 2 points towards a Greenroads™ certification. Included in the project design are four separate locations for the placement of art: 1) Pioneer Way & Midway Boulevard; 2) Pioneer Way & City Beach; 3) Pioneer Way & S.E. Dock; and 4) Pioneer Way and S. E. Ireland. The Oak Harbor Arts Commission discussed this project on five different occasions and has chosen *Water – Above, Below, On & Of* as their recommendation to the City Council for the project's theme. The Commissioners would like to see a variety of pieces, possibly interactive, and long-lasting art made out of materials such as natural stone, bronze and concrete. The Arts Commission recommends that the art shall be easy to maintain and vandal resistant. The Arts Commission also recommends that kinetic art and noise-producing art not be used for this project due to the location. Mr. Schmidt also talked about the estimated \$80,000 for the four projects and the call for proposals timeline.

Mayor Slowik called for public comments.

Rick Lawler, 2248 SW Vista Park Drive. Speaking on behalf of the Arts Commission, Mr. Lawler talked about the unique opportunity to add public art in a location that needs it. Mr. Lawler also works with the Central Whidbey Chamber of Commerce and talks with many visitors who are traveling from Deception Pass to other points on Whidbey Island and who say there is nothing to do or see in Oak Harbor. Public art would create something for visitors to do and see in Oak Harbor and would also provide an impetus for residents to frequent Pioneer Way.

There were no other public comments.

Council Discussion

Discussion followed about Greenroads™ qualification without public art, the ¼% that currently is dedicated to the Arts Fund which accrues approximately \$33,000 annually (\$80,000 is separate from those dollars), that Council approves the project and funding as brought forward by the Arts Commission, and it is City Council's discretion on how to approve and fund the project. Discussion followed about the benefit of receiving Greenroads™ credits and certification, the similarity to the LEED program for buildings, the value of sustainability and its marketing/branding, that this certification would be of benefit to Pioneer Way and Oak Harbor's citizens, and Oak Harbor is one of two Washington cities pursuing this certification. The small amount of ¼% arts funding is also intended for other sites in Oak Harbor (public art site recommendations came before City Council on 9/21/10). Mayor Slowik added that this evening's agenda bill

addresses authorization to pursue a call for public art proposals and is not approval of the amount of funds to be spent on Pioneer Way's public art. Discussion continued about grant funds with sustainability, the size, theme, and look of the art and integration into the proposed sites.

MOTION: Councilmember Munns moved to authorize the Mayor to proceed with the advertisement of the Call for Public Art Proposals for the SE Pioneer Way Improvement Project. The motion was seconded by Councilmember Palmer.

Continued Discussion

Discussion continued about the submittal timeline for Greenroads™ (at the end of the project; striving for basic level of certification), the timing of arts proposals now rather than later in the Pioneer Way Project, and the overall project schedule.

VOTE ON THE

MOTION: Councilmembers Almberg, Campbell, Paggao, Palmer, Munns, and Severns voted in favor of the motion. Councilmember Dudley opposed. The motion carried.

Break

Mayor Slowik called for a short break at 8:10 p.m. and the meeting reconvened at 8:15 p.m.

Marin Annexation

Senior Planner Ethan Spoo led the presentation for the notice of intent to commence annexation proceedings for the Marin property presented by property owners seeking annexation into the City of Oak Harbor. 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. The Marin family attended this Council meeting. The proponents have submitted a letter of intent to annex, identifying each owner of the parcel. As the owners, 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 initiate an annexation). Attached to their letter of intent is a conceptual plan for development of the property. City staff and the applicant discussed the conceptual plan with the intention of identifying major development issues before proceeding with the annexation process. The City Council must conduct a meeting with the initiating party within 60 days after the filing of their notice and this evening's meeting meets this requirement.

Mayor Slowik called for public comments.

Richard Marin, The Marin Group, Edmonds, WA. Mr. Marin spoke on behalf of the six siblings who own this property all of whom graduated from Oak Harbor High School. The family wants to keep the land treed as much as possible and have worked closely

with staff. Mr. Marin also noted that he has been an Edmonds City Council member for two terms and has enjoyed working with Oak Harbor's staff and agrees with all four of staff's recommendations. Creating an annexation agreement will allow success for everybody even though current market conditions are difficult for development. Mr. Marin also talked about the enclave that would be created and the Marin Group has written to everyone within 300 feet of the property and within the enclave. There have been only two responses: one negative, one positive. The property's value could garner a more valuable taxable base for the City and Mr. Marin urged approval of all four recommendations.

There were no other public comments.

Council Discussion

Discussion followed regarding the annexation process, impact, if any, on the present and future wastewater treatment facility (no), and problems with enclaves if they are not included. Discussion continued about the annexation's size and that Council can consider a reduced annexation at a future date, that the developer would be required to install waterlines and that sewer, water, and roads are required by state law for new development. Discussion continued about enclaves and hookups if there is septic failure, the City's indebtedness – outstanding bonds which is only the fire station now and it will be paid off soon, and how the 60% of assessed value relates to the number of petition signatures. Discussion followed about Swantown Road (already in City limits), Putnam Drive and gravity sewer, and hook up fees if there is a septic failure.

MOTION: Councilmember Almberg moved to:

1. **Accept but geographically modify the annexation to include the enclave area.**
2. **Require the simultaneous adoption of proposed zoning regulations with annexation.**
3. **Require the property owners within the annexation area to assume a portion of the City's indebtedness.**
4. **Authorize staff to begin preparing an annexation agreement in consultation with the applicant and subsequent to applicant's submittal of a complete 60% petition.**

The motion was seconded by Councilmember Severns and carried unanimously.

City Administrator's Comments

Mr. Schmidt talked about the Wastewater Facilities Planning Open House scheduled for December 6, 2010, 6:00 p.m. at Hayes Hall, Skagit Valley College and that it will be posted as a special meeting in case a quorum of Council members attend. Mr. Schmidt also talked about emergency preparations for inclement weather. Mr. Schmidt noted that the Lonely Planet website named the Whidbey Island Marathon as one of the top ten marathons in the world.

Council Members' Comments

Council Members gave their respective standing committee reports, AWC report on legislative priorities, talked about the success of the Veterans' Day event, and the inaugural sailing of the Chetzemoka.

Mayor's Comments

Mayor Slowik also talked about the Chetzemoka's first sailing, and then talked about the letter and appeal which was presented to County Commissioners regarding the UGA and the County's failure to act in updating growth areas for the entire county. Oak Harbor is asking for a schedule to be established and needs to make a strong growth plan for the future. Mayor Slowik also talked about the wonderful (and free) Thanksgiving Annual Dinner which will be held at the Elk's Club.

ADJOURN

With no other business coming before the Council, Mayor Slowik adjourned the meeting at 9:15 p.m.

Connie T. Wheeler
City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO ENCUMBER RESOURCES AND TO ESTABLISH EXPENDITURE AUTHORITY THROUGH THE ADOPTION OF THE CITY OF OAK HARBOR 2011-2012 BIENNIAL BUDGET.

WHEREAS, the City of Oak Harbor has elected to utilize a biennial budget as provided in RCW 35A.34.040; and

WHEREAS, a public hearing was held June 15, 2010 regarding revenue sources for the coming year's budget, including consideration of possible increases in property tax revenues as required by RCW 84.55.120; and

WHEREAS, budget estimates from each department of City government were provided to the City Clerk as required by RCW 35A.34.050 on or before September 13, 2010 setting forth the complete financial program of the City for the ensuing fiscal biennium; and

WHEREAS, a proposed preliminary budget was prepared on October 29, 2010 setting out the complete financial program of the City for the ensuing fiscal biennium as required by RCW 35A.34.070; and

WHEREAS, the preliminary budget was prepared in detail on November 12, 2010, making revisions or additions to the reports of the department heads and was made available to the public at least six weeks prior to the City's new fiscal biennium, beginning January 1, 2011; and

WHEREAS, the budget message, explaining the budget, outlining the recommended financial policies and programs of the city for the ensuing fiscal biennium, stating reasons for salient changes from the previous biennium in appropriation and revenue items; and explaining any recommended major changes in financial policy was submitted on September 30, 2010 as required by RCW 35A.34.090; and

WHEREAS, budget workshops were held on June 15, September 29, October 14, November 3, 2010, which were open to the public and at which department heads gave information regarding estimates and programs; and

WHEREAS, the City Clerk has published notice of a final public hearing on the final 2011-2012 biennial budget in the Whidbey News Times on November 3 and November 10, 2010; and,

WHEREAS, the Oak Harbor City Council held the final public hearing at the November 16, 2010 City Council meeting to receive discussion and input from the public; and,

WHEREAS, the City of Oak Harbor desires to set forth and establish expenditure authority for the purpose of continuing operations for the biennial period commencing January 1, 2011 through December 31, 2012;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR do hereby ordain as follows:

Section 1: The 2011-2012 Biennial Budget as presented at the November 16, 2010 public hearing is hereby adopted by reference, and shall constitute the expenditure authority for years 2011-2012 for the City of Oak Harbor. The City Clerk is instructed to file the same with the minutes of this meeting. Set forth in summary form are the totals of the estimated encumbrances for each separate fund and the aggregate totals for all such funds combined.

Fund	2011	2012
Fund: 001 CURRENT EXPENSE	\$14,331,914	\$14,280,339
Fund: 002 CURRENT EXPENSE RESERVES	1,390,238	1,390,238
Fund: 003 CURRENT EXP - AMERIFLEX	60,000	60,000
Fund: 005 CURRENT EXP - SEIZURE	10,000	10,000
Fund: 006 WHIDBEY ISLAND MARATHON	345,936	354,272
Fund: 101 STREETS	2,019,932	1,842,823
Fund: 104 ARTERIALS	8,173,028	370,666
Fund: 105 TRANSPORTATION CAPITAL IMPROVE	1,115,100	1,144,799
Fund: 106 PATHS & TRAILS 1/2 OF 1% MVFT	19,968	22,418
Fund: 110 CUMULATIVE RESERVE STREETS	21,223	21,383
Fund: 115 ART ACQUISITION & MAINTENANCE	88,505	120,977
Fund: 116 CIVIC IMPROVEMENT (2%)	476,918	518,618
Fund: 125 PARK IMPROV-NEIGHBORHOOD PARKS	299,433	59,433
Fund: 126 PARK IMPROV COMMUNITY PARKS	340,435	256,435
Fund: 129 SENIOR CENTER	549,048	467,166
Fund: 230 2008 LOCAL FIRE BOND	51,711	25,856
Fund: 311 CUM RESERVE (M) 1ST 1/4% REET	3,420,702	1,501,202
Fund: 312 CUM RESERVE MCI 2ND 1/4% REET	2,883,853	357,603
Fund: 320 CONSTRUCTION - DOCK PROJECT	276,961	298,461
Fund: 325 WATERFRONT REDEVELOPMENT FUND	482,039	334,439
Fund: 401 WATER	15,504,619	9,062,925
Fund: 402 SEWER	10,991,311	10,532,585
Fund: 403 SOLID WASTE	5,305,423	5,256,189
Fund: 404 STORM DRAIN	4,064,998	1,685,718
Fund: 410 MARINA	5,191,337	2,320,791
Fund: 411 CUMULATIVE RESERVE WATER	6,162,043	3,477,983
Fund: 412 CUMULATIVE RESERVE SEWER	5,173,118	5,025,497
Fund: 413 CUMULATIVE RESERVE - SOLID WASTE	120,414	121,314
Fund: 414 CUMULATIVE RESERVE STORM DRAIN	395,370	423,420
Fund: 420 CUMULATIVE RESERVE MARINA	75,710	101,220
Fund: 501 EQUIPMENT RENTAL	955,761	987,699
Fund: 502 EQUIPMENT REPLACEMENT	6,690,729	6,767,527
Fund: 505 TECHNOLOGY RESERVE FUND	549,402	572,592
Fund: 510 SHOP FACILITY	2,237,663	2,260,314
	<u>\$99,774,842</u>	<u>\$72,032,902</u>

Section 2: This ordinance shall be in full force and effect on January 1, 2011, at least five days after passage and upon legal publication.

PASSED by the Council and approved by its Mayor this 16th day of November, 2010.

CITY OF OAK HARBOR

Approved () _____
Vetoed () Jim Slowik, Mayor

Date

Attest:

City Clerk

Approved as to Form:

City Attorney

Published: _____

Fund: 001	CURRENT EXPENSE	Actuals		Amended		Level 3		City Admin Changes		Mayor's Changes		Proposed	
		2009	2010	2010	2011	2011	2012	2011	2012	2011	2012	2011	2012
001.00.338.080.000	BEG FUND BAL - UNRESERVED	3,889,119	3,761,048	3,833,858	3,906,895	2,072,833	1,872,513	2,072,833	1,872,513	2,072,833	1,872,513	3,906,895	
001.00.331.010.000	PROPERTY TAXES - REGULAR	228,629	254,040	2,750,000	2,750,000	-	-	-	-	-	-	-	
001.00.331.010.000	PROPERTY TAXES - VOTED (BOND)	3,095,184	2,926,411	183,034	183,034	-	-	-	-	-	-	-	
001.00.331.010.000	LOCAL RETAIL SALES TAXES	208,009	186,000	183,034	183,034	-	-	-	-	-	-	-	
001.00.331.071.000	UTILITY TAX - WATER	259,854	282,650	271,001	271,001	-	-	-	-	-	-	-	
001.00.331.071.000	UTILITY TAX - SEWER	259,016	225,000	288,083	302,488	-	-	-	-	-	-	-	
001.00.331.085.000	UTILITY TAX - SOLID WASTE	183,122	185,000	207,218	207,422	-	-	-	-	-	-	-	
001.00.331.085.000	UTILITY TAX - STORM DRAIN	75,778	70,000	84,844	87,802	-	-	-	-	-	-	-	
001.00.331.043.000	UTILITY TAX - ELECTRIC	651,678	650,000	675,000	679,000	-	-	-	-	-	-	-	
001.00.331.043.000	UTILITY TAX - GAS	291,887	305,000	275,000	275,000	-	-	-	-	-	-	-	
001.00.331.046.000	UTILITY TAX - GARBAGE	6,432	5,500	7,000	7,000	-	-	-	-	-	-	-	
001.00.331.070.000	PUNISH BRDS & PULL TABS GAMBLING EXCISE	729,033	735,000	732,702	732,702	-	-	-	-	-	-	-	
001.00.331.051.000	FEES/ALTERS & INT ON BUS TAXES	10,424	20,000	15,000	15,000	-	-	-	-	-	-	-	
001.00.321.050.000	FIRE PERMIT FEES	22	5,500	50	50	-	-	-	-	-	-	-	
001.00.321.050.000	PROFESSIONAL LICENSES	3,650	200	250	250	-	-	-	-	-	-	-	
001.00.321.070.000	AMUSEMENT LICENSES	3,655	4,400	3,600	3,600	-	-	-	-	-	-	-	
001.00.321.080.000	BUSINESS LICENSE-FEVALTIES	1,421	1,550	1,550	1,550	-	-	-	-	-	-	-	
001.00.321.080.000	BUSINESS LICENSES	48,280	47,500	47,000	47,000	-	-	-	-	-	-	-	
001.00.321.091.000	FRANCHISE FEES - CABLE	288,658	160,000	160,000	184,000	-	-	-	-	-	-	-	
001.00.322.010.000	BUILDING PERMITS	350,310	255,000	145,000	155,000	-	-	-	-	-	-	-	
001.00.322.010.000	OTHER LICENSES AND PERMITS	10,394	8,500	8,500	8,500	-	-	-	-	-	-	-	
001.00.333.016.500	CTEDICADA - STOP GRANT	4,580	7,500	-	-	-	-	-	-	-	-	-	
001.00.333.020.600	WTRC GRANT	-	27,000	27,000	27,000	-	-	-	-	-	-	-	
001.00.333.020.600	HOME/AND SECURITY (DHS) TRAINING GRANT	-	-	72,750	26,650	-	-	-	-	-	-	-	
001.00.334.003.1000	DOE GRANT	188	-	-	-	-	-	-	-	-	-	-	
001.00.334.003.2000	WA TRAFFIC SAFETY COM - GRANT	34,690	-	-	-	-	-	-	-	-	-	-	
001.00.334.004.2000	GAIA UPDATE GRANT	1,726	4,000	1,500	1,500	-	-	-	-	-	-	-	
001.00.338.008.2100	DEPT OF HEALTH GRANT	4,962	16,000	4,000	4,000	-	-	-	-	-	-	-	
001.00.338.008.2100	CRIMINAL, JUSTICE-VIOLENT CRIMES-POPULAT	18,941	3,000	18,000	16,000	-	-	-	-	-	-	-	
001.00.338.008.2100	CJ SPECIAL PROGRAMS	7,252	3,000	3,000	3,000	-	-	-	-	-	-	-	
001.00.338.008.5100	DIV/OTHER CRIMINAL, JUSTICE ASSISTANCE	112,414	100,000	101,500	105,000	-	-	-	-	-	-	-	
001.00.338.008.5500	LIQUOR EXCISE TAX	158,291	155,000	169,250	169,250	-	-	-	-	-	-	-	
001.00.337.007.0000	LIQUOR CONTROL BOARD PROFITS	1,883	6,000	1,500	1,500	-	-	-	-	-	-	-	
001.00.337.007.0000	IN-LEU TAXES-SIS CO-HOUSING AU	-	47,000	-	-	-	-	-	-	-	-	-	
001.00.337.011.1000	INTRCL. AGREEMENT-RESOURCE OFFICER	432	32,000	45,000	45,000	-	-	-	-	-	-	-	
001.00.338.022.0000	FW CONTROL SERVICES	48,298	-	2,000	2,000	-	-	-	-	-	-	-	
001.00.338.022.1000	FIRE RECRUIT TRAINING	2,550	-	-	-	-	-	-	-	-	-	-	
001.00.338.023.0000	JAIL, INMATE FEES - OTHER JURISDICTIONS	539	4,000	2,200	2,200	60,000	65,000	60,000	65,000	60,000	65,000	60,000	
001.00.341.068.1000	OTHER DUPLICATION FEES-NON TAXABLE	2,181	-	500	500	-	-	-	-	-	-	-	
001.00.341.068.1000	XEROX COPIES & FAXES - TAXABLE	24	-	500	500	-	-	-	-	-	-	-	
001.00.341.071.1000	SALE OF TAXABLE MERCH (MAPS & PLANS)	421	-	500	500	-	-	-	-	-	-	-	
001.00.342.060.0000	ELECTION FILING FEES	22,185	10,000	18,000	18,000	-	-	-	-	-	-	-	
001.00.343.060.0000	TV DUMP FEES (NO SALES TX)	1,433	1,500	2,500	2,500	-	-	-	-	-	-	-	
001.00.345.081.0000	ZONING AND SUBDIVISION FEES	80,913	25,000	35,000	35,000	-	-	-	-	-	-	-	
001.00.345.085.0000	PLAN CHECK FEES	80,297	80,000	9,500	9,500	-	-	-	-	-	-	-	
001.00.345.089.1000	OTHER PLANNING/DEVELOPMENT FEE	7,281	5,000	5,000	5,000	-	-	-	-	-	-	-	
001.00.347.099.0000	ANNEXATION FEES	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-	
11/16/2010:5:43 PM	SHOWERS	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-	

	Actuals		Amended		Level 3		City Admin Changes		Mayor's Changes		Proposed	
	2009	2010	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012
001.00.587.053.0000	390	3,000	2,000	2,300							2,000	2,300
INDIGENT DEFENSE-DISTRICT COUR											50,000	50,000
001.00.361.011.0000	120,217	155,000	60,000	50,000							100	100
INVESTMENT INTEREST											5,000	5,000
001.00.361.040.0100	152	7,000	5,000	5,000							1,000	1,000
INTEREST ON ACCOUNTS RECEIVABLE											118,000	121,000
001.00.361.041.0000	800	5,000	1,000	1,000							100	100
LOCAL SALES TAX INTEREST											1,000	1,000
001.00.362.040.0000	115,596	130,000	118,000	121,000							18,000	19,000
FACILITY RENTAL FIRE STATION											100	100
001.00.362.040.1000	28,108	22,000	18,000	18,000							1,000	1,000
CAMPING FEES											300	300
001.00.362.050.0000	2,050	2,000	1,000	1,000								
RENT/ROYALTIES/COMMISSIONS												
001.00.362.050.1000	2,050	2,000	1,000	1,000								
CONTRIBUTIONS AND DONATIONS												
001.00.368.010.0000	3,074	3,589	3,000	300								
SALE OF SCRAP & JUNK												
001.00.368.020.0000	7,901	7,901										
JUDGEMENTS & SETTLEMENTS												
001.00.368.040.0000	89	4,200	5,000	5,500							5,000	5,500
UNCLAIMED 9%SALE-UNCLAIMED PRO											200	200
001.00.368.050.0000	10,016	223	200	200								
OTHER MISC REVENUE - NON TAXABLE												
001.00.368.050.0000	223	223	200	200								
OTHER MISC REVENUE - TAXABLE												
001.00.368.091.1000	14,029	1,189,308	1,321,514	1,391,567							1,403,733	1,426,182
PROCEEDS - SALE OF FIXED ASSET												
001.00.367.000.0000	1,224,057	1,189,308	1,321,514	1,391,567								
INDIRECT COST ALLOCATION BILLI												
001.00.386.000.0000	756	45,000	30,000	32,000							35,000	37,000
INSURANCE RECOVERIES - GOVERNMENTAL											172,000	172,500
001.10.342.003.0000	33,217	170,000	172,000	172,500							29,000	29,500
ADULT PROBATION SERVICES											25,000	26,000
001.10.353.010.0000	170,159	28,000	28,000	28,500							3,500	3,700
TRAFFIC INFRACTION PENALTIES											650	750
001.10.353.010.0000	28,012	20,000	25,000	28,500							1,500	1,500
OTHER CRIMINAL NON-TRAFFIC FINES											200	200
001.10.357.003.0000	34,563	2,571	3,500	3,700							600	600
PUBLIC DEFENSE COSTS												
001.10.389.000.0000	1,000	650	650	750								
INTEREST ON TAXES & ACCOUNTS REC												
001.10.389.000.0000	1,000	4,100	1,500	1,500								
OTHER MISCELLANEOUS REVENUE												
001.50.342.008.0000	18	100										
HOUSING/MONITORING OF PRISONER												
001.50.342.007.0000	18	100										
JAIL BOOKING FEES												
001.50.342.007.0000	18	100										
JAIL COMMISSARY												
001.50.382.000.0000	189	200	700	700							700	700
PD COKE MACHINE COMMISSION												
001.50.382.000.0000	14,281	14,500	14,500	14,750							14,500	14,750
ANIMAL LICENSES											1,000	1,000
001.52.222.000.0000	1,150	1,000	1,000	1,000							50	50
ANIMAL LICENSE LATE PENALTY											1,500	1,500
001.52.343.009.0000	15	15	50	50							4,000	4,000
ANIMAL BURIAL FEE											200	200
001.52.343.009.0000	1,725	3,100	4,000	4,000							6,000	6,000
ANIMAL LICENSE FINE												
001.52.359.000.0000	4,900	200	6,000	6,000								
FACILITY RENTAL - CITY BEACH												
001.70.359.040.0000	12,098	158	6,000	6,000								
VENDING MACH/CONCESSION REVENU												
001.70.359.090.0000	158	6,000	6,000	6,000								
INTEREST OTHER MISC REVENUE												
001.70.389.000.0000	11,791	7,500	7,500	7,500							7,500	7,500
CONTRIBUTIONS/DONATIONS - PARKS												
001.70.389.000.0000	64,873	63,000	69,400	69,400							69,400	69,400
OTHER MISC REV ON TAX - PARKS												
001.70.381.008.0000	12,885,674	12,633,557	12,121,652	12,201,211							14,381,814	14,280,288
CUSTOMER/MAINTENANCE - LIBRARY												
001.70.381.008.0000	12,885,674	12,633,557	12,121,652	12,201,211								
Expenditure:												
001.00.588.080.0000	-	-	-	-							-	-
END FUND BAL - UNRESERVED												
City Council												
001.05.511.080.1100	49,440	50,820	51,576	53,088	1,872,513	1,702,948					50,820	50,820
SALARIES & WAGES											3,200	3,200
001.05.511.080.1200	2,467	2,500	3,000	3,200							38,480	38,032
OVERTIME											500	500
001.05.511.080.2100	31,002	40,890	35,518	38,206								
PERSONNEL BENEFITS												
001.05.511.080.3100	507	500	500	500								
OFFICE & OPERATING SUPPLIES												
001.05.511.080.3500	8,560	1,450	15,120	15,120							7,560	7,560
SMALL TOOLS & MINOR EQUIPMENT											7,000	7,000
001.05.511.080.4100	5,001	7,000	7,000	500							1,500	1,500
PROFESSIONAL SERVICES											5,784	5,784
001.05.511.080.4800	3,025	1,000	3,000	3,284							650	650
REPAIRS AND MAINTENANCE												
001.05.511.080.4900	3,025	1,000	3,000	3,284								
MISCELLANEOUS												
001.05.511.080.5905	1,488	1,000	1,000	1,000								
INTERMID TECHNOLOGY CONTRIBUTIONS												
001.05.511.080.5910	1,488	1,000	1,000	1,000								
IN STATE TRAVEL - J PALMERH												
11/18/2010 5:43 PM												

	Actuals		Amended		Level 3		City Admin Changes		Mayor's Changes		Proposed	
	2009	2010	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012
Municipal												
001.05.511.081.4330	IN STATE TRAVEL - D PANGAO	1,000	1,000	1,000	1,000	(350)	(350)	(350)	(350)	550	550	
001.05.511.081.4330	IN STATE TRAVEL - B SEVERNS	1,000	1,000	1,000	1,000	(350)	(350)	(350)	(350)	550	550	
001.05.511.081.4340	IN STATE TRAVEL - S DUDLEY	1,000	1,000	1,000	1,000	(350)	(350)	(350)	(350)	550	550	
001.05.511.081.4350	IN STATE TRAVEL - B MAUNIS	1,000	1,000	1,000	1,000	(350)	(350)	(350)	(350)	550	550	
001.05.511.081.4360	IN STATE TRAVEL - R ALMBERG	1,000	1,000	1,000	1,000	(350)	(350)	(350)	(350)	550	550	
001.05.511.081.4370	IN STATE TRAVEL - J CAMPBELL	1,000	1,000	1,000	1,000	(350)	(350)	(350)	(350)	550	550	
		104,599	104,599	104,599	104,599	(3,500)	(3,500)	(3,500)	(3,500)	116,099	116,099	
001.10.512.050.3100	OFFICE & OPERATING SUPPLIES	5,032	5,200	5,600	5,756	(15,070)	(15,070)	(15,070)	(15,070)	5,600	5,756	
001.10.512.050.3500	SMALL TOOLS & MINOR EQUIPMENT	-	150	240,000	150	(2,000)	(5,000)	(2,000)	(5,000)	150	150	
001.10.512.050.4100	PROFESSIONAL SERVICES	209,425	234,000	240,000	247,200	(2,000)	(5,000)	(2,000)	(5,000)	238,400	242,200	
001.10.512.050.4200	COMMUNICATIONS	4,221	4,500	4,500	4,514	(500)	(740)	(500)	(740)	4,500	4,514	
001.10.512.050.4300	TRAVEL	318	800	800	800	(3,000)	(3,000)	(3,000)	(3,000)	27,000	27,000	
001.10.512.050.4500	OPERATING RENTALS & LEASES	44,649	37,000	30,000	30,000	(3,000)	(3,000)	(3,000)	(3,000)	3,800	3,814	
001.10.512.050.4700	PUBLIC UTILITY	3,682	4,000	3,800	3,914	-	-	-	-	400	412	
001.10.512.050.4800	REPAIR & MAINTENANCE	312	600	400	412	(10,550)	(10,550)	(10,550)	(10,550)	400	412	
001.10.512.050.4900	MISCELLANEOUS	171,266	133,000	135,000	138,050	(885)	(919)	(885)	(919)	135,000	139,050	
001.10.512.050.5100	SALARIES & WAGES	6,465	18,788	10,535	10,535	-	-	-	-	-	-	
001.10.512.050.5200	PERSONNEL BENEFITS	543	1,302	895	919	-	-	-	-	-	-	
001.10.512.050.5300	OFFICE & OPERATING SUPPLIES	100	100	-	-	(16,830)	(20,511)	(16,830)	(20,511)	114,283	114,283	
		445,243	437,490	437,490	463,407	(3,423)	(4,623)	(3,423)	(4,623)	37,254	41,312	
Mayor												
001.15.513.010.1100	SALARIES & WAGES	108,805	114,052	117,712	121,920	(3,500)	(3,500)	(3,500)	(3,500)	114,283	114,283	
001.15.513.010.2100	PERSONNEL BENEFITS	35,487	36,105	37,516	41,847	(3,500)	(3,500)	(3,500)	(3,500)	37,254	41,312	
001.15.513.010.3100	SMALL TOOLS & MINOR EQUIPMENT	1,474	3,000	1,500	1,500	-	-	-	-	1,500	1,500	
001.15.513.010.4100	PROFESSIONAL SERVICES	-	6,000	-	-	7,560	7,560	7,560	7,560	7,560	7,560	
001.15.513.010.4200	COMMUNICATIONS	358	100	300	300	(3,500)	(3,500)	(3,500)	(3,500)	300	300	
001.15.513.010.4300	TRAVEL	4,815	7,500	7,500	7,500	(3,500)	(3,500)	(3,500)	(3,500)	4,000	4,000	
001.15.513.010.4800	REPAIR & MAINTENANCE	250	250	200	200	-	-	-	-	200	200	
001.15.513.010.4900	MISCELLANEOUS	2,174	5,000	3,000	3,000	(1,000)	(1,000)	(1,000)	(1,000)	3,000	3,000	
001.15.513.010.5905	INTRINSIC TECHNOLOGY CONTRIBUTIONS	-	-	3,531	3,531	-	-	-	-	2,531	2,531	
		154,127	172,007	172,258	178,258	(1,000)	(1,000)	(1,000)	(1,000)	170,628	172,258	
City Administrator												
001.20.513.010.1100	SALARIES AND WAGES	194,505	200,466	205,368	211,368	(3,500)	(3,500)	(3,500)	(3,500)	199,368	199,368	
001.20.513.010.1200	OVERTIME	-	200	47,869	53,907	(3,500)	(3,500)	(3,500)	(3,500)	47,411	52,960	
001.20.513.010.2100	PERSONNEL BENEFITS	43,959	51,422	50	50	(1,524)	(1,524)	(1,524)	(1,524)	500	500	
001.20.513.010.3100	OFFICE & OPERATING SUPPLIES	129	1,200	2,524	2,524	-	-	-	-	1,000	1,000	
001.20.513.010.4100	PROFESSIONAL SERVICES	-	2,524	500	500	(3,500)	(3,500)	(3,500)	(3,500)	500	500	
001.20.513.010.4200	COMMUNICATIONS	439	100	2,400	2,000	(3,500)	(3,500)	(3,500)	(3,500)	2,000	2,000	
001.20.513.010.4300	TRAVEL	1,478	2,400	1,876	1,876	(3,500)	(3,500)	(3,500)	(3,500)	500	500	
001.20.513.010.4800	REPAIR & MAINTENANCE	982	1,978	3,531	3,531	(1,000)	(1,000)	(1,000)	(1,000)	1,000	1,000	
001.20.513.010.4900	MISCELLANEOUS	-	1,978	3,531	3,531	(1,000)	(1,000)	(1,000)	(1,000)	2,531	2,531	
001.20.513.010.5905	INTRINSIC TECHNOLOGY CONTRIBUTIONS	-	-	3,531	3,531	-	-	-	-	2,531	2,531	
001.20.513.010.5940	MACHINERY & EQUIPMENT	-	1,000	-	-	-	-	-	-	-	-	
		241,502	282,298	284,768	278,686	(3,500)	(3,500)	(3,500)	(3,500)	254,629	260,407	
Human Resources												
001.28.516.010.1100	SALARIES & WAGES	96,969	104,346	104,462	110,922	(3,500)	(3,500)	(3,500)	(3,500)	101,419	104,555	
001.28.516.010.1200	OVERTIME	28,710	29,335	35,190	38,359	(3,500)	(3,500)	(3,500)	(3,500)	34,857	38,472	
001.28.516.010.2100	PERSONNEL BENEFITS	1,048	800	800	800	(3,500)	(3,500)	(3,500)	(3,500)	800	800	
001.28.516.010.3100	OFFICE & OPERATING SUPPLIES	-	-	-	-	-	-	-	-	-	-	
		126,727	134,481	140,452	150,081	(3,500)	(3,500)	(3,500)	(3,500)	136,717	143,827	

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Account	Description	2011		2012		City Admin Changes		Mayor's Changes		2011		2012		Proposed	
		2009	2010	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012
001.28.516.010.3500	SMALL TOOLS & MINOR EQUIPMENT	26	200	300	230	(2,000)	(2,000)	(2,000)	(17,482)	(30,887)	17,000	17,000	17,000	17,000	200
001.28.516.010.4100	PROFESSIONAL SERVICES	15,569	44,831	18,000	19,690	(425)	(425)	(425)	1,337	(13,017)	690	690	690	690	2,000
001.28.516.010.4200	COMMUNICATIONS	440	690	690	2,265	(2,550)	(2,550)	(2,550)			2,000	2,000	2,000	2,000	2,000
001.28.516.010.4300	TRAVEL	459	2,425	2,425	3,250	(1,000)	(1,000)	(1,000)			500	500	500	500	500
001.28.516.010.4800	REPAIR & MAINTENANCE	324	8,740	3,950	590	(1,000)	(1,000)	(1,000)			700	700	700	700	700
001.28.516.010.4800	MISCELLANEOUS - MEMBERSHIP/ DUES	487	4,484	3,551	3,551	(250)	(250)	(250)			2,750	2,950	2,950	2,950	2,950
001.28.516.010.4802	MISCELLANEOUS - WELLNESS	4,898	4,125	500	500						7,200	7,200	7,200	7,200	7,200
001.28.517.090.3100	INTRFRD TECHNOLOGY CONTRIBUTIONS	5	715	1,350	1,400	(850)	(850)	(850)			700	2,950	2,950	2,950	2,950
001.28.517.090.4200	INTRFRD TECHNOLOGY CONTRIBUTIONS	181	3,287	3,000	3,200	(250)	(250)	(250)			7,200	7,200	7,200	7,200	7,200
001.28.517.090.4300	COMMUNICATIONS - WELLNESS	213	7,200	7,200	7,200						177,718	177,718	177,718	177,718	177,718
001.28.517.090.4800	TRAVEL - WELLNESS	4,190	207,053	182,418	187,587	(6,879)	(7,657)	(7,657)			172,268	177,718	177,718	177,718	177,718
001.28.517.090.4900	MISC - DUES/MEMBERSHIP/SUBSCRIPTIONS	157,642	207,053	182,418	187,587	(6,879)	(7,657)	(7,657)			172,268	177,718	177,718	177,718	177,718
001.28. Total		2009	2010	2011	2012						2011	2012	2011	2012	2012
001.28.514.010.1100	SALARIES & WAGES	526,785	594,055	600,208	688,241	(60,300)	(60,300)	(60,300)	(17,482)	(30,887)	582,734	589,874	589,874	589,874	0.00%
001.28.514.010.1200	OVERTIME	1,160	4,000	1,000	1,000						1,000	1,000	1,000	1,000	0.00%
001.28.514.010.2100	PERSONNEL BENEFITS	180,535	195,049	259,417	303,775	(89,400)	(89,400)	(89,400)	1,337	(13,017)	238,080	271,318	271,318	271,318	0.00%
001.28.514.010.2900	UNFUNDED PENSION LIABILITIES	297	350	300	300						300	300	300	300	300
001.28.514.010.3100	OFFICE & OPERATING SUPPLIES	4,818	4,200	4,200	4,200						800	800	800	800	800
001.28.514.010.3500	SMALL TOOLS & MINOR EQUIPMENT	18,535	34,000	35,000	35,000	(1,300)	(1,300)	(1,300)			35,000	35,000	35,000	35,000	35,000
001.28.514.010.4100	PROFESSIONAL SERVICES	1,471	1,500	1,500	1,500						4,000	4,000	4,000	4,000	4,000
001.28.514.010.4200	COMMUNICATIONS	2,888	5,200	5,300	5,300	(800)	(800)	(800)			4,000	4,000	4,000	4,000	4,000
001.28.514.010.4300	TRAVEL	3,308	3,300	3,300	3,300						3,300	3,300	3,300	3,300	3,300
001.28.514.010.4800	OPERATING RENTALS & LEASES	3,221	500	500	500	(100)	(100)	(100)			4,000	4,000	4,000	4,000	4,000
001.28.514.010.4800	REPAIR & MAINTENANCE	14,928	4,600	4,600	4,600	(800)	(800)	(800)			20,862	20,862	20,862	20,862	20,862
001.28.514.010.4800	MISCELLANEOUS	19,596	14,928	26,682	26,682	(400)	(400)	(400)			1,600	1,600	1,600	1,600	1,600
001.28.514.020.3100	OFFICE & OPERATING SUPPLIES	5,875	2,500	2,000	2,000						7,500	7,500	7,500	7,500	7,500
001.28.514.020.4100	PROFESSIONAL SERVICES	30	500	500	500						500	500	500	500	500
001.28.514.020.4800	MISCELLANEOUS	30	500	500	500						500	500	500	500	500
001.28.594.010.6400	MACHINERY & EQUIPMENT	-	18,200	5,000	5,000	10,000	10,000	10,000			15,000	15,000	15,000	15,000	15,000
001.28.594.010.6400	MACHINERY & EQUIPMENT	-	3,000	5,000	5,000						5,000	5,000	5,000	5,000	5,000
001.28. Total		778,313	887,382	937,785	1,099,178	(84,109)	(84,109)	(84,109)	(16,819)	(43,629)	820,686	887,053	887,053	887,053	0.00%
001.28.515.020.1100	SALARIES & WAGES	284,633	296,455	340,080	350,264	(12,000)	(12,000)	(12,000)	(758)	(1,528)	330,175	330,175	330,175	330,175	0.00%
001.28.515.020.1200	OVERTIME	103	1,000	1,000	1,000						1,000	1,000	1,000	1,000	1,000
001.28.515.020.2100	PERSONNEL BENEFITS	90,148	94,350	93,422	104,377	(5,000)	(5,000)	(5,000)			92,664	102,841	102,841	102,841	102,841
001.28.515.020.2100	OFFICE & OPERATING SUPPLIES	13,455	25,000	25,000	25,000						13,000	13,000	13,000	13,000	13,000
001.28.515.020.3100	PROFESSIONAL SERVICES	141,732	20,000	20,000	20,000	(5,000)	(5,000)	(5,000)			15,000	15,000	15,000	15,000	15,000
001.28.515.020.4100	COMMUNICATIONS	529	1,174	1,174	1,174						874	874	874	874	874
001.28.515.020.4200	COMMUNICATIONS	183	5,000	5,500	5,500						3,000	3,000	3,000	3,000	3,000
001.28.515.020.4300	TRAVEL	2,282	850	850	850						850	850	850	850	850
001.28.515.020.4800	REPAIR & MAINTENANCE	2,282	8,000	8,200	8,200						4,184	4,184	4,184	4,184	4,184
001.28.515.020.4800	MISCELLANEOUS	5,987	8,200	8,200	8,200						5,000	5,000	5,000	5,000	5,000
001.28.515.020.9905	INTRFRD TECHNOLOGY CONTRIBUTIONS	539,161	459,089	501,410	622,239	(25,000)	(25,000)	(25,000)	(71,053)	(21,619)	489,747	478,284	478,284	478,284	478,284
001.28. Total		1,517,626	1,586,816	1,679,265	1,721,457	(39,109)	(39,109)	(39,109)	(18,588)	(45,258)	1,510,581	1,510,581	1,510,581	1,510,581	0.00%
001.28.532.010.1100	SALARIES & WAGES	-	-	40,786	42,017				(1,188)	(2,407)	39,608	39,608	39,608	39,608	0.00%
001.28.532.010.2100	PERSONNEL BENEFITS	-	-	13,264	14,758				(91)	(184)	13,183	14,574	14,574	14,574	14,574
001.28.532.020.9999	2010 COUNCIL APPROVED BUDGET	-	-	-	-						-	-	-	-	-
001.28. Total		-	-	54,050	56,775				(1,279)	(2,591)	52,791	54,182	54,182	54,182	54,182

Development Services
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General Governmental	Actuals		Amended		Level 3		2012		City Admin Changes		Mayor's Changes		Proposed	
	2009	2010	2010	2011	2011	2012	2012	2011	2012	2011	2012	2011	2012	
001.38.559.020.1100 SALARIES	294,131	258,620	294,204	294,761	294,761	294,761	294,761	294,761				275,928	277,941	
001.38.559.020.2100 PERSONNEL BENEFITS	85,161	66,183	92,072	103,017	103,017	103,017	103,017	103,017				81,438	101,723	
001.38.559.020.3100 OFFICE & OPERATING SUPPLIES	4,967	5,787	5,981	6,140	6,140	6,140	6,140	6,140				4,961	5,140	
001.38.559.020.4100 SMALL TOOLS & MINOR EQUIPMENT	-	300	300	300	300	300	300	300				300	300	
001.38.559.020.4200 PROFESSIONAL SERVICES	22,014	18,000	23,000	23,000	23,000	23,000	23,000	23,000				21,000	21,000	
001.38.559.020.4300 COMMUNICATIONS	846	3,475	3,578	3,888	3,888	3,888	3,888	3,888				2,079	2,188	
001.38.559.020.4300 TRAVEL	1,454	2,358	2,450	2,525	2,525	2,525	2,525	2,525				2,000	2,000	
001.38.559.020.4800 REPAIR & MAINTENANCE	426	1,021	1,000	1,000	1,000	1,000	1,000	1,000				800	800	
001.38.559.020.4800 MISCELLANEOUS	10,821	14,203	14,829	14,975	14,975	14,975	14,975	14,975				10,000	10,000	
001.38.559.020.9901 INTRFND CHRGGB - ENGINEERING	12,728	11,319	10,478	10,478	10,478	10,478	10,478	10,478				5,978	5,978	
001.38.559.021.4100 PROFESSIONAL SVCS - GRANT	68,959	-	72,750	26,650	26,650	26,650	26,650	26,650				72,750	26,650	
001.38.559.021.4800 MISCELLANEOUS - GRANT	38,075	-	-	-	-	-	-	-				-	-	
001.38.559.021.4800 INTRFND REPAIRS & MAINTENANCE	694	-	-	-	-	-	-	-				-	-	
001.38.559.021.4800 SALARIES AND WAGES	5	1,000	1,000	1,000	1,000	1,000	1,000	1,000				500	500	
001.38.559.020.2100 OFFICE & OPERATING SUPPLIES	290,258	279,018	299,226	310,433	310,433	310,433	310,433	310,433				290,511	292,613	
001.38.559.020.3100 PERSONNEL BENEFITS	100,843	100,252	110,078	121,020	121,020	121,020	121,020	121,020				108,408	119,657	
001.38.559.020.4100 SMALL TOOLS & MINOR EQUIPMENT	725	3,500	500	500	500	500	500	500				3,000	3,000	
001.38.559.020.4200 SUPPLIES PURCHASED FOR INVENTORY	-	500	800	800	800	800	800	800				500	500	
001.38.559.020.4300 SMALL TOOLS & MINOR EQUIPMENT	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000				750	750	
001.38.559.020.4300 PROFESSIONAL SERVICES	1,075	2,900	1,500	1,500	1,500	1,500	1,500	1,500				1,100	1,100	
001.38.559.020.4300 COMMUNICATIONS	901	2,715	2,600	2,600	2,600	2,600	2,600	2,600				2,000	2,000	
001.38.559.020.4300 TRAVEL	-	357	400	400	400	400	400	400				400	400	
001.38.559.020.4800 INSURANCE	39	600	600	600	600	600	600	600				400	400	
001.38.559.020.4800 REPAIRS AND MAINTENANCE	1,604	5,017	5,100	5,165	5,165	5,165	5,165	5,165				3,100	3,165	
001.38.559.020.4800 MISCELLANEOUS	5,985	3,246	3,197	3,325	3,325	3,325	3,325	3,325				3,197	3,197	
001.38.559.020.9901 INTRFND REPAIRS & MAINTENANCE	5,455	6,327	7,280	7,280	7,280	7,280	7,280	7,280				4,790	4,790	
001.38.559.020.9905 INTRFND TECHNOLOGY CONTRIBUTIONS	903,955	896,745	1,000,990	1,002,428	1,002,428	1,002,428	1,002,428	1,002,428				999,848	940,288	
001.38. Total	10,000	-	-	-	-	-	-	-				-	-	
	(3,665)	22,000	22,000	23,000	23,000	23,000	23,000	23,000				18,000	18,000	
	53,274	-	-	-	-	-	-	-				-	-	
	35,870	17,500	18,000	16,500	16,500	16,500	16,500	16,500				11,000	11,500	
	29	1,000	1,000	1,000	1,000	1,000	1,000	1,000				600	500	
	11,834	300	300	300	300	300	300	300				200	200	
	116	40,000	24,000	24,500	24,500	24,500	24,500	24,500				20,000	20,000	
	28,287	23,774	22,000	22,000	22,000	22,000	22,000	22,000				17,000	17,000	
	17,616	6,000	17,000	17,000	17,000	17,000	17,000	17,000				10,000	10,000	
	30,437	108,352	30,000	30,000	30,000	30,000	30,000	30,000				30,000	30,000	
	148,984	25,472	140,000	149,000	149,000	149,000	149,000	149,000				138,000	140,000	
	25,472	5,284	28,000	27,000	27,000	27,000	27,000	27,000				25,000	25,000	
	5,284	15,000	15,000	15,000	15,000	15,000	15,000	15,000				10,000	10,000	
	12,464	18,000	15,000	15,000	15,000	15,000	15,000	15,000				10,000	10,000	
	24,325	20,000	20,000	20,000	20,000	20,000	20,000	20,000				15,000	15,000	
	4,988	2,123	500	500	500	500	500	500				700	700	
	1,948	17,416	1,588	1,412	1,412	1,412	1,412	1,412				1,000	1,000	
	22,982	37,200	15,500	15,500	15,500	15,500	15,500	15,500				13,584	13,584	
	1,048	-	30,000	30,000	30,000	30,000	30,000	30,000				5,000	5,000	
	31,566	-	1,000	1,000	1,000	1,000	1,000	1,000				1,000	1,000	
	294	1,500	1,000	1,000	1,000	1,000	1,000	1,000				800	800	

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Funds	Actuals 2009	Amended 2010	Level 3		City Admin Changes		Mayor's Changes		Proposed			
			2011	2012	2011	2012	2011	2012	2011	2012		
001.45.518.080.490	NTL LEAGUE OF CITIES DUES	2,978	2,000	3,000	3,000					3,000	3,000	
001.45.518.080.490	AM C. DUES	15,546	15,000	16,000	16,000					16,000	16,000	
001.45.518.080.490	POLITICAL GOVERNMENTS ASSESSMENT	5,000	5,000									
001.45.518.080.490	POLITICAL CONTROL	7,992	8,500	8,400	8,400					8,400	8,400	
001.45.518.080.490	PERSONNEL SERVICE AIR SVC GRANT	9,877										
001.45.518.080.490	PERSONNEL SERVICE AIR SVC GRANT	16,500	18,000	18,000	18,000					18,000	18,000	
001.45.518.080.490	PERSONNEL SERVICE AIR SVC GRANT	5,488	6,000	6,000	6,000					6,000	6,000	
001.45.518.080.490	PERSONNEL SERVICE AIR SVC GRANT		2,400	2,400	2,400					2,400	2,400	
001.45.518.080.490	PERSONNEL SERVICE AIR SVC GRANT	185,846	97,758	105,544	117,282	(8,544)	(20,282)			97,000	97,000	Senior C
001.45.518.080.490	PERSONNEL SERVICE AIR SVC GRANT	40,000	40,000	20,000	20,000	(40,000)	(40,000)			20,000	20,000	Peer Fun
001.45.518.080.490	PERSONNEL SERVICE AIR SVC GRANT	21,314		31,514	32,472					31,514	32,472	Street F.
001.45.518.080.490	PERSONNEL SERVICE AIR SVC GRANT	150,000										Art Func
001.45.518.080.490	PERSONNEL SERVICE AIR SVC GRANT	922,079	597,340	648,678	697,288	(120,419)	(135,270)			626,792	622,059	
	001.45. Total			10,493%	2,88%							
001.50.521.010.1100	SALARIES & WAGES	340,478	352,000	397,291	379,055					356,538	369,725	2.00%
001.50.521.010.2100	PERSONNEL BENEFITS	129,550	165,458	197,741	202,873					186,823	201,700	
001.50.521.010.2900	LEAF (OUT OF POCKET EXPENSES)	1,005	1,000	3,000	3,000					3,000	3,000	
001.50.521.010.3100	OFFICE & OPERATING SUPPLIES	1,484	1,545	1,578	1,598					1,578	1,598	
001.50.521.010.4100	PROFESSIONAL SERVICES	7,007	20,765	14,465	21,984					14,465	16,994	
001.50.521.010.4300	TRAVEL	8	2,900	1,800	5,585	(300)	(300)			1,500	1,500	
001.50.521.010.4300	MISCELLANEOUS	305	8,000	394,125	396,653	(2,563)	(2,563)			3,000	3,000	
001.50.521.010.4300	SALARIES & WAGES	207,240	285,035	294,125	296,653					372,837	380,368	2.00%
001.50.521.010.4300	PERSONNEL BENEFITS	20,253	23,550	26,412	27,412					18,819	19,412	
001.50.521.010.4300	PERSONNEL BENEFITS	73,074	107,350	142,538	146,203					141,570	145,049	
001.50.521.010.4300	PERSONNEL BENEFITS	612	1,070	2,268	1,122					1,100	1,122	
001.50.521.010.4300	PERSONNEL BENEFITS	11,673	1,885	3,708	3,744					2,828	3,744	
001.50.521.010.4300	PERSONNEL BENEFITS	8,146	10,000	10,000	10,000	(5,000)	(5,000)			5,000	5,000	
001.50.521.010.4300	PERSONNEL BENEFITS	4,382	5,200	12,700	12,954	(5,000)	(5,000)			7,700	7,864	
001.50.521.010.4300	PERSONNEL BENEFITS	5,745	10,100	12,700	13,954	(7,000)	(7,160)			1,000	1,000	
001.50.521.010.4300	PERSONNEL BENEFITS	3,690	3,600	11,350	11,350	(1,350)	(1,350)			7,000	7,140	
001.50.521.010.4300	PERSONNEL BENEFITS	461	1,545	1,500	1,500	(500)	(500)			1,000	1,000	
001.50.521.010.4300	PERSONNEL BENEFITS	20,850	20,415	20,500	21,518					20,900	21,318	
001.50.521.010.4300	PERSONNEL BENEFITS	40,055	39,900	37,310	38,055	(5,000)	(5,000)			32,310	33,056	
001.50.521.010.4300	PERSONNEL BENEFITS	9,220	9,775	10,750	10,750					10,750	10,750	
001.50.521.010.4300	PERSONNEL BENEFITS	175	8,851	10,748	10,748	(110,048)	(110,248)					
001.50.521.010.4300	PERSONNEL BENEFITS	13,288	40,925	41,371	42,672	(871)	(912)			41,000	42,000	
001.50.521.010.4300	PERSONNEL BENEFITS	250	800	6,500	6,500					6,500	6,500	
001.50.521.010.4300	PERSONNEL BENEFITS	4,144	1,300	200	200	(2,500)	(2,500)			200	200	
001.50.521.010.4300	PERSONNEL BENEFITS	10,000	5,500	8,000	8,100					8,000	8,000	
001.50.521.010.4300	PERSONNEL BENEFITS	1,443,822	1,444,127	1,488,418	1,528,719					1,452,823	1,481,892	2.00%
001.50.521.010.4300	PERSONNEL BENEFITS	100,382	91,580	94,507	97,152					94,307	97,135	
001.50.521.010.4300	PERSONNEL BENEFITS	502,280	509,087	543,534	551,132					540,500	549,275	
001.50.521.010.4300	PERSONNEL BENEFITS	29,821	38,041	38,251	38,981	(8,281)	(8,981)			30,000	30,000	
001.50.521.010.4300	PERSONNEL BENEFITS	303	1,348	6,273	3,350	(500)	(500)			5,775	6,000	
001.50.521.010.4300	PERSONNEL BENEFITS	1,889	3,520	56,788	57,380	(5,000)	(5,000)			51,788	52,003	
001.50.521.010.4300	PERSONNEL BENEFITS		55,855	56,788	2,855	(500)	(500)			5,700	5,700	
001.50.521.010.4300	PERSONNEL BENEFITS	4,409	4,200	6,725	2,814					2,160	2,160	
001.50.521.010.4300	PERSONNEL BENEFITS	4,312	4,200	5,700	5,814					5,700	5,814	
001.50.521.010.4300	PERSONNEL BENEFITS	5,615	1,300	8,000	8,160	(6,000)	(6,000)			2,000	2,000	

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FTR	Description	Actuals			Amended			Level 3			City Admin Changes		Mayor's Changes		Proposed	
		2009	2010	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012			
001.50.521.070.8900	OTHER INTRND SVCS & CHGS	6,891	500	500	500	1,077,482	500	500	(80,981)	(80,981)	(18,807)	(18,807)	500	500	107,482	500
001.50.521.070.8900	INTRND REPAIRS & MAINTENANCE	128,786	121,046	103,348	107,482	60,981	60,981	60,981	(22,500)	(22,500)	(18,807)	(18,807)	500	500	39,221	520
001.50.521.070.8900	INTRND EQUIP REPLACE CONTRIBUTIONS	76,225	48,481	61,721	61,721	1,020	1,020	1,020	(600)	(600)	(18,807)	(18,807)	500	500	39,221	520
001.50.521.070.8900	PROFESSIONAL SERVICES	58,239	30,723	61,721	61,721	1,020	1,020	1,020	(600)	(600)	(18,807)	(18,807)	500	500	39,221	520
001.50.521.070.8900	SALARIES & WAGES	121	2,500	1,000	1,000	398,348	398,348	398,348	(2,000)	(2,000)	(18,807)	(18,807)	500	500	370,557	570,557
001.50.521.070.8900	OVERTIME	396,333	408,695	373,888	373,888	23,151	23,151	23,151	(2,000)	(2,000)	(18,807)	(18,807)	500	500	21,151	181,588
001.50.521.070.8900	PERSONNEL BENEFITS	14,098	21,822	22,477	22,477	183,022	183,022	183,022	(2,000)	(2,000)	(18,807)	(18,807)	500	500	181,588	26,770
001.50.521.070.8900	SMALL TOOL & MINOR EQUIPMENT	127,986	142,401	157,747	157,747	28,208	28,208	28,208	(200)	(200)	(18,807)	(18,807)	500	500	28,208	800
001.50.521.070.8900	PROFESSIONAL SERVICES	504	1,000	1,000	1,000	3,988	3,988	3,988	(2,000)	(2,000)	(18,807)	(18,807)	500	500	3,988	3,988
001.50.521.070.8900	REPAIR & MAINTENANCE	10,448	3,300	3,300	3,300	18,800	18,800	18,800	(2,000)	(2,000)	(18,807)	(18,807)	500	500	15,800	3,304
001.50.521.070.8900	MISCELLANEOUS	6,232	6,400	5,200	5,200	5,204	5,204	5,204	(2,000)	(2,000)	(18,807)	(18,807)	500	500	3,204	3,304
001.50.521.070.8900	OVERTIME	2,189	1,955	1,200	1,200	292,867	292,867	292,867	(2,000)	(2,000)	(18,807)	(18,807)	500	500	272,117	277,558
001.50.521.070.8900	PERSONNEL BENEFITS	255,000	283,820	280,280	280,280	3,188	3,188	3,188	(2,000)	(2,000)	(18,807)	(18,807)	500	500	3,188	3,294
001.50.521.070.8900	OFFICE & OPERATING SUPPLIES	235	3,105	88,085	88,085	119,278	119,278	119,278	(2,000)	(2,000)	(18,807)	(18,807)	500	500	118,099	420
001.50.521.070.8900	PROFESSIONAL SERVICES	95,255	88,085	14,989	14,989	420	420	420	(2,000)	(2,000)	(18,807)	(18,807)	500	500	420	420
001.50.521.070.8900	COMMUNICATIONS	321,844	412	412	412	354,341	354,341	354,341	(2,000)	(2,000)	(18,807)	(18,807)	500	500	354,341	354,341
001.50.521.070.8900	BUILDINGS & STRUCTURES	113,642	431,653	344,020	344,020	29,000	29,000	29,000	(2,000)	(2,000)	(18,807)	(18,807)	500	500	27,000	27,000
001.50.521.070.8900	MACHINERY & EQUIPMENT	-	-	-	-	-	-	-	-	-	-	-	500	500	-	-
001.50.521.070.8900	OPS TRBF OUT 90 201 (OMGGO 86)	-	-	29,000	-	-	-	-	-	-	-	-	500	500	-	-
001.50.521.070.8900	001.50. Total	4,724,721	4,892,037	5,216,680	5,357,672	(183,248)	(184,648)	(80,984)	(152,742)	4,874,224	5,033,682	2	7 of 11			
Admnl Central																
001.52.529.030.1100	SALARIES & WAGES	49,120	50,820	55,896	57,876	(3,900)	(3,900)	(1,000)	(1,000)	51,288	51,554	0.00%				
001.52.529.030.1100	OVERTIME	65	2,420	2,420	2,420	(2,000)	(2,000)	(2,000)	(2,000)	420	420	0.00%				
001.52.529.030.1100	BENEFITS	18,224	17,276	21,789	22,572	(800)	(800)	(1,125)	(1,125)	20,894	21,328					
001.52.529.030.1100	OFFICE & OPERATING SUPPLIES	391	1,000	6,200	1,225	(4,000)	(4,000)	(500)	(500)	736	736					
001.52.529.030.1100	SMALL TOOLS & MINOR EQUIPMENT	182	510	400	405	(3,000)	(3,000)	(3,000)	(3,000)	408	408					
001.52.529.030.1100	PROFESSIONAL SERVICES	85,000	87,550	88,580	91,227	(2,000)	(2,000)	(2,000)	(2,000)	88,237	88,237					
001.52.529.030.1100	COMMUNICATIONS	392	690	500	510	(3,000)	(3,000)	(3,000)	(3,000)	510	510					
001.52.529.030.1100	TRAVEL	-	515	300	306	(1,500)	(1,500)	(1,500)	(1,500)	306	306					
001.52.529.030.1100	UTILITY SERVICES	7,232	12,718	12,500	12,758	(2,000)	(2,000)	(2,000)	(2,000)	11,000	11,250					
001.52.529.030.1100	REPAIRS AND MAINTENANCE	3,455	411	10,600	1,618	(6,000)	(6,000)	(200)	(200)	1,650	1,683					
001.52.529.030.1100	MISCELLANEOUS	3,574	1,000	1,650	1,625	(200)	(200)	(204)	(204)	1,650	1,683					
001.52.529.030.1100	WAR LICENSE SALES FEE	-	250	200	204	(200)	(200)	(204)	(204)	200	204					
001.52.529.030.1100	INTRND REPAIRS & MAINTENANCE	1,940	2,040	1,800	1,824	(1,800)	(1,800)	(1,800)	(1,800)	1,800	1,838					
001.52.529.030.1100	OTHER ENVIRONMENTAL SERVICES	1,940	2,040	1,800	1,824	(1,800)	(1,800)	(1,800)	(1,800)	200	204					
001.52.529.030.1100	INTRND REPAIRS & MAINTENANCE	381	200	1,028	1,017	(1,187)	(1,187)	(1,187)	(1,187)	1,028	1,077					
001.52.529.030.1100	INTRND EQUIP REPLACE CONTRIBUTIONS	8,721	7,025	1,028	1,017	(1,187)	(1,187)	(1,187)	(1,187)	200	204					
001.52.529.030.1100	INTRND TECHNOLOGY CONTRIBUTIONS	8,012	6,014	1,187	1,187	(1,187)	(1,187)	(1,187)	(1,187)	1,028	1,077					
001.52. Total		184,589	186,177	208,280	201,172	(24,377)	(24,377)	(1,725)	(2,579)	184,120	188,448					

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	Actuals		Amended	Level 3		City Admin Changes		Mayor's Changes		Proposed	
	2009	2010		2011	2012	2011	2012	2011	2012	2011	2012
Emergency Services											
001.80.525.000.1100 SALARIES & WAGES	750	750	750	750	750					750	750
001.80.525.000.2100 PERSONNEL BENEFITS	225	225	225	225	225					225	225
001.80.525.000.3100 OFFICE & OPERATING SUPPLIES	662	1,200	1,200	1,200	1,200	(200)		(200)		1,000	1,000
001.80.525.000.4200 SMALL TOOLS & MINOR EQUIPMENT	12,373	750	750	750	750					750	750
001.80.525.000.4300 COMMUNICATIONS	1,893	3,400	3,500	3,500	3,600					3,500	3,600
001.80.525.000.4300 TRAVEL	-	-	4,000	4,000	4,000	(4,000)		(4,000)		3,500	3,600
001.80.525.000.4800 REPAIR & MAINTENANCE	-	375	375	375	375					375	375
001.80.525.000.4900 MISCELLANEOUS	-	5,750	5,750	5,750	5,750					5,750	5,750
001.80.525.000.5400 MACHINERY & EQUIPMENT	-	22,000	22,000	22,000	22,000					22,000	22,000
001.80.525.000.5400 MACHINERY & EQUIPMENT	-	22,000	22,000	22,000	22,000					22,000	22,000
001.80. Total	15,163	34,450	34,450	34,450	34,450	(6,200)	(4,300)	(12,340)	(22,201)	25,000	24,000
001.85.574.020.3100 OFFICE & OPERATING SUPPLIES	-	1,000	-	-	-					-	-
001.85.574.020.4100 PROFESSIONAL SERVICES	-	7,000	-	-	-					-	-
001.85.574.020.4300 TRAVEL	-	500	-	-	-					-	-
001.85.574.020.4800 REPAIR & MAINTENANCE	-	100	-	-	-					-	-
001.85.574.020.4900 MISCELLANEOUS	-	400	-	-	-					-	-
001.85. Total	-	9,000	-	-	-	(11,490)	(11,700)	(11,400)	(11,201)	32,350	31,450
Police											
001.70.578.010.13100 OFFICE & OPERATING SUPPLIES	2,616	5,000	5,000	5,000	5,000	(3,000)		(3,000)		2,000	2,000
001.70.578.010.14100 PROFESSIONAL SERVICES	29,086	30,000	32,000	32,000	32,000	(2,000)		(2,500)		30,000	30,000
001.70.578.010.14100 SALARIES & WAGES	384,023	418,944	423,698	423,698	423,698	(2,000)		(2,500)		411,348	413,801
001.70.578.010.1200 OVERTIME	5,140	6,550	6,500	6,500	6,500	(900)		(900)		6,600	6,600
001.70.578.010.2100 PERSONNEL BENEFITS	161,659	188,822	182,785	182,785	182,785	(900)		(900)		181,881	189,730
001.70.578.010.3100 OFFICE & OPERATING SUPPLIES	49,046	48,800	52,000	52,000	52,000	(5,000)		(5,000)		47,000	48,000
001.70.578.010.3500 SMALL TOOLS & MINOR EQUIPMENT	1,942	5,000	5,000	5,000	5,000	(3,000)		(3,000)		2,000	2,100
001.70.578.010.4100 PROFESSIONAL SERVICES	22,886	25,000	25,000	25,000	25,000	(3,000)		(3,000)		25,000	25,500
001.70.578.010.4200 COMMUNICATIONS	5,090	5,400	5,400	5,400	5,400	(400)		(400)		5,000	5,000
001.70.578.010.4300 TRAVEL	1,773	2,520	2,520	2,520	2,520	(1,500)		(1,570)		1,000	1,000
001.70.578.010.4400 ADVERTISING	472	-	800	800	800	(200)		(250)		400	400
001.70.578.010.4500 OPERATING RENTALS & LEASES	8,806	10,900	12,000	12,000	12,250					12,000	12,250
001.70.578.010.4600 INSURANCE	-	7,200	7,200	7,200	7,200					7,200	7,200
001.70.578.010.4700 PUBLIC UTILITY SERVICES	165,419	190,000	140,000	140,000	143,200					140,000	143,000
001.70.578.010.4800 REPAIR & MAINTENANCE	1,822	7,700	7,000	7,000	7,000	(3,000)		(3,000)		4,000	4,000
001.70.578.010.4900 MISCELLANEOUS	8,946	5,100	5,100	5,100	5,100					5,100	5,100
001.70.578.010.5800 INTERFUND CHARGES-LABOR POOL	1,135	1,500	1,500	1,500	1,550					1,500	1,550
001.70.578.010.5900 OTHER INTERFUND SERVICES & CHGS	10,200	3,300	3,300	3,300	3,300					7,000	7,140
001.70.578.010.5941 INTERFUND CHRGES - ENGINEERING	-	7,000	7,000	7,000	7,000					3,000	3,000
001.70.578.028.8900 INTERFUND REPAIRS & MAINTENANCE	64,879	44,184	65,072	65,072	67,812	(13,281)		(14,085)		65,012	67,812
001.70.578.028.8901 INTERFUND SHOP OPERATIONS	66,720	83,705	94,889	94,889	86,119	(10,011)		(18,411)		85,012	84,078
001.70.578.028.8902 INTERFUND EQUIP REPAIR CONTRIBUTIONS	51,459	48,955	44,654	44,654	44,654	(44,654)		(44,654)		4,145	4,145
001.70.578.028.8905 BUILDINGS & STRUCTURES	5,459	4,258	5,145	5,145	5,145	(1,000)		(1,000)		4,145	4,145
001.70.594.078.6300 OTHER IMPROVEMENTS	-	-	100,000	100,000	100,000					100,000	100,000
001.70.594.078.6400 MACHINERY & EQUIPMENT	-	-	354,000	354,000	354,000					32,691	32,691
001.70.597.090.1100 OPS TRSF OUT SUPERVISOR SALARY	35,044	30,901	32,650	32,650	32,650	(23,000)		(25,000)		10,000	10,000
001.70.597.090.2100 OPS TRSF OUT SUPERVISOR BENEF	8,870	8,422	10,448	10,448	10,448					10,000	10,000
001.70. Total	1,082,877	1,704,157	1,685,070	1,685,070	2,061,359	(574,909)	(1,305,689)	(112,394)	(227,180)	1,184,859	1,184,859
Library											
001.75.572.050.3100 OFFICE & OPERATING SUPPLIES	179	300	300	300	300					300	300
001.75.572.050.4100 PROFESSIONAL SERVICES	34,461	34,000	34,000	34,000	34,000					34,000	34,000
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Accounts	Amended		Level 3		City Admin Changes		Mayor's Changes		Proposed	
	2010	2010	2011	2012	2011	2012	2011	2012	2011	2012
001.75.572.050.4500 OPERATING RENTALS AND LEASES	2,829	3,000	3,000	3,000	-	-	-	-	3,000	3,000
001.75.572.050.4600 INSURANCE FOR LIBRARY	-	2,100	2,100	2,100	-	-	-	-	2,100	2,100
001.75.572.050.4700 PUBLIC UTILITY SERVICES	27,810	27,800	28,000	28,500	-	-	-	-	28,000	28,500
001.75.572.050.4800 REPAIR & MAINTENANCE	2,085	3,000	1,000	1,000	-	-	-	-	1,000	1,000
001.75.572.050.9900 INTERFUND CHARGES - LABOR POOL	1,079	3,000	1,000	1,000	-	-	-	-	1,000	1,000
001.75.572.050.9900 INTERFUND CHARGES - LABOR POOL	69,243	73,200	69,400	69,400	0.00%	0.00%	-	-	69,400	69,400
001.75. Total			-5.19%	0.72%						

Total Revenues less BPS 12,088,674 12,483,657 12,121,832 12,201,211 12,201,211 (1,928,747) (2,840,685) (111,622) (404,350) 14,331,914 14,280,239
 Total Expenditures less EPS 12,250,724 12,250,195 14,599,771 16,622,426 16,622,426 (1,928,747) (2,840,685) (111,622) (404,350) 14,331,914 14,280,239
 Cash Flow Imbalance \$34,950 (46,638) (2,477,939) (3,521,515) (3,521,515) (200,320) (169,665) (169,665) 0

Fund: 002 CURRENT EXPENSE RESERVES	Revenue:	002.00.508.010.0000 BEG FUND BAL - RESERVED	1,390,238	1,390,238	1,390,238	1,390,238	1,390,238	1,390,238	1,390,238	1,390,238
	Fund: 002 Total Revenue:		1,390,238	1,390,238	1,390,238	1,390,238	1,390,238	1,390,238	1,390,238	1,390,238
	Expenditure:	002.00.508.010.0000 END FUND BAL - GEN - RESERVED	-	1,390,238	1,390,238	1,390,238	1,390,238	1,390,238	1,390,238	1,390,238
	Fund: 002 Total Expenditure:		1,390,238	1,390,238	1,390,238	1,390,238	1,390,238	1,390,238	1,390,238	1,390,238
	Fund: 002 Total Net Budget:		-	-	-	-	-	-	-	-

Fund: 003 CURRENT EXP - AMERIFLEX	Revenue:	003.00.346.090.0100 AMERIFLEX CONTR-ODD YEARS	40,719	-	60,000	60,000	60,000	60,000	60,000	60,000
	Fund: 003 Total Revenue:		40,719	208	60,000	60,000	60,000	60,000	60,000	60,000
	Expenditure:	003.00.517.090.2100 AMERIFLEX-PMTS FOR SVCS-ODD YEARS	40,719	-	-	60,000	60,000	60,000	60,000	60,000
	Fund: 003 Total Expenditure:		40,719	208	60,000	60,000	60,000	60,000	60,000	60,000
	Fund: 003 Total Net Budget:		-	-	-	-	-	-	-	-

Fund: 006 CURRENT EXP - SEIZURE	Revenue:	005.00.342.090.0000 SEIZURE	10,519	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	Fund: 006 Total Revenue:		10,519	223	10,000	10,000	10,000	10,000	10,000	10,000
	Expenditure:	005.00.361.011.0000 INVESTMENT INTEREST - SEIZURE	10,742	-	10,000	10,000	10,000	10,000	10,000	10,000
	Fund: 006 Total Expenditure:		10,742	-	10,000	10,000	10,000	10,000	10,000	10,000
	Fund: 006 Total Net Budget:		-	-	-	-	-	-	-	-

Fund: 006 WHIDBEY ISLAND MAINTENANCE
 Revenue: 11/16/2010 5:43 PM

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Exhibit B

ARAMBURU & EUSTIS, LLP

Attorneys at Law

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November 16, 2010

Oak Harbor City Council
Oak Harbor City Hall
865 Southeast Barrington Drive
Oak Harbor, WA 98277

Re: Public Hearing on Shoreline conditional use permit for Pioneer Way One-Way Proposal

Dear Councilmembers:

On September 23, 2010, this office provided comments on the Pioneer Way One-Way Proposal on behalf of Harborside Village LLC, the owner of properties located at 800, 830 and 860 Pioneer Way and 749 and 791 S.E. Fidalgo Avenue in the City of Oak Harbor. In that letter, I provided traffic and transportation studies and reports which demonstrated that the proposal to convert Pioneer Way from a two-way to a one-way street was inconsistent with well established planning principles. That letter further noted the adverse impacts on business activity and pedestrian safety, as well as environmental and shoreline impacts.

I note that my September 23 letter is a part of the agenda packet for tonight's public hearing and I urge the council to thoroughly review this letter and especially the attachments.

I am unable to attend tonight's council meeting, however I did want to address in this letter several issues that have arisen since my prior correspondence with the council. These issues are as follows.

1. NO TRANSPORTATION STUDIES SUPPORTING THE ONE-WAY PROPOSAL.

My September 23 letter pointed out at page 4 that there has been no professional

ARAMBURU & EUSTIS, LLP

July 16, 2010

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transportation planning report that supports the conversion of Pioneer Way to a one-way configuration. To my knowledge, since that time, no reports have been prepared that support the one-way proposal. This means that the Council effectively has no justification for this proposal, while the overwhelming technical and professional judgment is that one-way streets are bad for business, pedestrian safety and the public interest. The time has come for the Council to modify the current proposal to eliminate the one-way configuration, but to continue with the beautification proposal with the two-way street that currently exists.

2. **SHORELINE RULES APPLY TO THE ENTIRE PROJECT, NOT JUST THE PORTION WITHIN TWO HUNDRED FEET OF THE WATER.**

There appears to be a misconception that shoreline conditional use permit rules and principles apply only to the portion of the one-way proposal within the 200-foot shoreline zone. However, pertinent caselaw indicates that shoreline principals and regulations apply to the whole project if any portion is within the shoreline zone.

As stated in the recent decision from the Shorelines Hearings Board in ALLEGRA DEVELOPMENT COMPANY, INC., AND IRENE M. WALL, APPELLANTS v. WRIGHT HOTELS, INC., CITY OF SEATTLE AND PORT OF SEATTLE, RESPONDENTS, SHB No. 99-08 and 99-09 (October 6, 1999)(1999 WL 825765), at Conclusion of Law XIX:

Development consisting of a unified structure, such as a road, or in this case, a building, which is part in and part out of the shoreline with a potential for an adverse shoreline effect, is "within" the shoreline for the purposes of the SMA. *Weyerhaeuser v. King County*, 91 Wn.2d 721, 592 P. 2d 1108 (1979). It is also "on" the shoreline under RCW 90.58.140(2), and requires a shoreline permit for the entire structure.

(Emphasis supplied). As applied to this case, the entire development proposal should be considered under shorelines rules and regulations. Application of shorelines rules and regulations to only a portion of the street improvement is contrary to law.

3. **THE PROPOSAL IS INCONSISTENT WITH SHORELINE RULES AND REGULATIONS AND THE PUBLIC INTEREST.**

In seeking to demonstrate that the one-way street proposal is consistent with the public interest, city staff repeatedly refers to the "Windjammer Study" completed by the city in 2005. Staff indicates that the Windjammer Study promoted business revitalization by increasing pedestrian circulation and other benefits.

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While the results of the Windjammer Study are clear, that study contemplated that Pioneer Way would remain a two-way street. Indeed, my client contacted the author of the Windjammer Study, Mr. Roger Brooks of Destination Development, Inc., to seek his opinion on the one-way street proposal for Pioneer Way. Mr. Brooks' letter expressing his opinions on the issue is Attachment E to my September 23 letter, and is also attached hereto. He concludes that studies show that "two-way streets improve pedestrian and bicycle safety, rather than the opposite." Further he concludes:

It is our opinion that changing the configuration of Pioneer Way to a one-way street is likely to have adverse effects on downtown - making it more difficult for businesses to succeed and more difficult for people to get around. We urge the City to reconsider this idea.

This information indicates that the reconfiguration of Pioneer Way to a one-way street will create a substantial detrimental impact on the public interest. Adverse impacts on pedestrian and bicycle safety and use, on traffic patterns and the success of businesses are all key shoreline elements that will be adversely impacted by the one-way proposal. Vehicular access to the shoreline will also be adversely affected by one-way streets, which erode livability rather than enhancing it.

All of the foregoing demonstrates that the proposal before the council should be modified by retaining the existing two-way street for Pioneer Way.

Should you have any questions, please do not hesitate to contact me.

Sincerely yours,

ARAMBURU & EUSTIS, LLP



J. Richard Aramburu

JRA:cc

cc: Harborside Village

August 17, 2010

ATTACHMENT

Kristi Jensen
Windermere Whidbey Island
32785 SR 20 Suite 4
Oak Harbor, WA 98277

Dear Kristi:

Thank you for sending us your information regarding the City of Oak Harbor's plans to convert Pioneer Way from a two-way street to a one-way configuration.

Our firm produced a Waterfront Redevelopment, Branding & Marketing Program for Oak Harbor in 2005. The goal of the plan was to provide recommendations for the City to further develop its tourism industry, revitalize downtown, recruit non-tourism businesses, and make Oak Harbor a place where businesses could thrive and residents and visitors would enjoy spending their time.

The key for Oak Harbor to achieve this success revolves around its waterfront. The projects detailed in the plan would redevelop City Beach Park, further develop Freund Marsh and the waterfront trail system, and revitalize downtown. The waterfront redevelopment would create a gorgeous, unique park area, with a variety of activities to attract residents and visitors, including a family play area, a plaza event area, an amphitheater overlooking the lagoon, an extensive trail system, an interpretive center, and upgraded and expanded RV facilities.

The park redevelopment would attract many more people - residents and visitors. The proximity of downtown to the waterfront would lure many people into the shops and restaurants there, particularly with enhanced corridor linkages, and revitalization and business recruitment efforts. But the key to attracting additional traffic downtown is the waterfront redevelopment, and this should be top priority.

Converting two-way streets to one-way was a popular plan in the 1950s and 1960s, with the goals of improved traffic flow and to reduce conflicts at intersections. But those plans didn't take into consideration the goals of economic development or a sense of community. Since that time, many cities have converted their one-way streets back to two-way, for many reasons:

- One-way streets create circuitous and confusing transportation patterns, making navigation particularly difficult for visitors.
- Frequently businesses on one-way streets have less exposure to passing customers.
- Narrow two-way streets actually slow traffic.

Address: 6840 Fort Dent Way Suite 360 Seattle, WA 98188 Phone 206 241 4770 Fax 206 241 4750 www.destinationdevelopment.com



Destination Development, Inc.

• Some studies show that two-way streets improve pedestrian and bicycle safety, rather than the opposite.

• With the direct routes provided by two-way streets, there are fewer miles of travel, less fuel consumption, and less automobile emissions.

• Two-way streets allow direct emergency vehicle access to and from downtown.

• Two-way streets improve pedestrian perception of the street as less of a barrier and of the downtown as being more intimate.

The Hyannis Main Street Improvement District conducted a survey in December of 1999 of 22 communities that had converted downtown streets from one-way to two-way. This study reported that the vast majority of communities reported improved business, increased investment downtown, increased pedestrian friendliness, more choices for travel downtown, and a general feeling of improved livability and a greater sense of community after conversion to two-way streets.

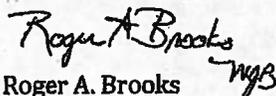
It is our opinion that changing the configuration of Pioneer Way to a one-way street is likely to have adverse effects on downtown - making it more difficult for businesses to succeed and more difficult for people to get around. We urge the City to reconsider this idea.

If the cost of this project were redirected to the waterfront redevelopment, downtown would see more business - people want things to do, and a redeveloped waterfront would attract many more people who would also gravitate to the additional offerings downtown. We suggest the City reassess the street configuration after downtown becomes the community's central gathering place.

Before a one-way street configuration can work successfully, without negatively impacting economic development, the downtown needs to be such an outstanding destination that people will be willing to drive "around" or park a block or two away because downtown Oak Harbor is worth the walk.

I hope this is helpful.

Best regards,



Roger A. Brooks
Destination Development International

mjb

City of Oak Harbor

OFFICE OF THE MAYOR
JIM SLOWIK
MAYOR



PROCLAMATION IN RECOGNITION OF

NATIONAL IMPAIRED DRIVING PREVENTION MONTH DECEMBER 2010

WHEREAS, Driving under the influence of alcohol and drugs needlessly threatens our families, friends, co-workers and neighbors; and

WHEREAS, all drivers risk impairment when consuming alcohol or other impairing drugs--whether legal, over the counter and prescription medications or illegal substances; and

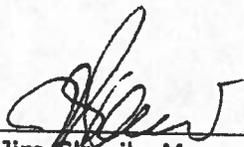
WHEREAS, during National Impaired Driving Prevention Month, we are reminded of the importance of driving free from the influence of alcohol and drugs; and

WHEREAS, throughout December, we ask each citizen to make a conscious effort to ensure a safe and healthy holiday season for everyone by not driving impaired, by being a responsible party host, and by intervening when someone you know attempts to get behind the wheel after drinking or taking drugs; and

WHEREAS, the Impaired Driving Impact Panel of Island County, Oak Harbor High School's Students Against Destructive Decisions and Whidbey General Hospital Emergency Medical Services join forces this year to remind citizens of the hazards of driving under the influence.

NOW, THEREFORE WE, Jim Slowik, Mayor and Councilmembers of the City of Oak Harbor, do hereby designate **December 2010** as **National Impaired Driving Prevention Month**. We further ask all motorists to observe **Lights on for Life Day** on **Friday, December 17** and drive with their vehicle headlights on throughout the day as a memorial for the victims of impaired driving and as a reminder of the dangers of driving under the influence of alcohol or other impairing drugs this holiday season as well as throughout the coming year, thereby helping to make our roads safe for all.

Signed this 7th day of December, 2010



Jim Slowik, Mayor

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

Bill No. 3

Date: _____

Subject: **PUBLIC COMMENTS**

FROM: Jim Slowik, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

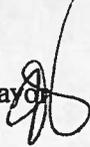
 Jim Slowik, Mayor
 Paul Schmidt, City Administrator
 Doug Merriman, Finance Director
 Margery Hite, City Attorney

SUMMARY STATEMENT

City Council will accept public comments for items not otherwise on the agenda for the first 15 minutes of the Council meeting. You may also speak to any of the consent agenda items.

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

Bill No. 4a
Date: December 7, 2010
Subject: Re-Appointments – Community
Police Advisory Board

FROM: Jim Slowik, Mayor 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Paul Schmidt, City Administrator
 Doug Merriman, Finance Director
 Margery Hite, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to recommend the re-appointment of Dave Thomason to the Community Police Advisory Board.

AUTHORITY

The Community Police Advisory Board is a nine-member board appointed for a four-year term in accordance with OHMC 2.50.030. Board members are appointed by the Mayor, and confirmed by the Council.

SUMMARY STATEMENT

Mr. Thomason has served on the Community Police Advisory Board since 2005 and has confirmed that he will serve another term if re-appointed. If re-appointed, his term will expire in March 2014. Mr. Thomason is an active, valued member of the Board, attends meetings regularly and is currently serving as Chair.

Mayor Slowik recommends that Mr. Dave Thomason be re-appointed to the Board.

RECOMMENDED ACTION

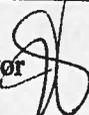
Approve the recommendation to re-appoint Mr. Thomason to the Community Police Advisory Board.

ATTACHMENTS

MAYOR'S COMMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. 4b
Date: December 7, 2010
Subject: Appointment - Library Board

FROM: Jim Slowik, Mayor 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Paul Schmidt, City Administrator
 Doug Merriman, Finance Director
 Margery Hite, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to recommend the appointment of Ms. Pat Morse to the Library Board.

AUTHORITY

The Library Board is a five-member board appointed for a five-year term in accordance with OHMC 2.31.020. Board members are appointed by the Mayor, and confirmed by the Council.

SUMMARY STATEMENT

There will be a vacancy on the Library Board effective December 31, 2010 as Carole LaFond has served the limit of two consecutive terms on the Board. Ms. Morse is endorsed by the current Board Members.

Mayor Slowik recommends that Ms. Morse be appointed to the Library Board.

RECOMMENDED ACTION

Approve the recommendation to appoint Ms. Pat Morse to the Library Board.

ATTACHMENTS

Ms. Morse's Biography Form

MAYOR'S COMMENTS

Biography Form

Recommended Board Appointment for: Oak Harbor Library Board

Name: Pat Morse Date: November 12, 2010

Address: 1464 Zylstra Road

City, State, Zip: Oak Harbor, WA 98277

Telephone Number: 360 679.6396 Email Address: morsep-j@cablespeed.com

Mailing Address (if different from above): _____

Resident of Oak Harbor/Whidbey Island for: 15 years

Occupation and Place of Employment (if retired, reference previous occupation):

Retired

Previous occupation: instructor at California State University, Sacramento

National and international teacher of textile arts

Local Group or Civic Affiliations: Whidbey Reads, Whidbey Island Surface

Design Association, Retired Officers Wives Association, Whidbey Weavers Guild

Special Interests: Textile arts, reading, travel

Other General Comments: _____

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

Bill No. 4c
Date: December 7, 2010
Subject: Marina Pump-Out Vessel Grant
Application

FROM: Steve Powers, Development Services Director *SP*
Mack Funk, Harbormaster

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

[Signature] Jim Slowik, Mayor
[Signature] Paul Schmidt, City Administrator
[Signature] Doug Merriman, Finance Director
[Signature] Margery Hite, City Attorney, as to form

PURPOSE

This agenda bill requests City Council approval of a grant application to purchase a pump-out boat for the marina. The City has a grant with the State Parks Clean Vessel program and the State agency staff has encouraged the marina staff to apply for these additional funds.

AUTHORITY

The Oak Harbor Municipal Code OHMC 2.390.010 authorizes the City Council to approve contracts over \$30,000 (RCW 35A.11.020).

SUMMARY STATEMENT

For many years, the State and Federal governments have funded pump-out stations for boaters. The Oak Harbor Marina has received funds in the past for both our stationary and floating pump-out units from the Clean Vessel Program administered by the State Parks Department. Our current grant is used to reimburse the marina for 75% of the eligible costs for operating and maintaining the pump-out equipment. It now appears that the marina could increase its service to boaters and protect the waters of Puget Sound by winning a grant for a new pump-out boat that would be used to empty the sewage holding tanks of boats that are tied up in their slips. The marina work boat, named the *Acorn*, is over 30 years old and the two engines are 12 years old. Efforts to extend the lives of the engines have failed.

The marina currently has three sets of pump-out equipment/facilities. The conventional pump-out (and dump station for port-a-potties) is located on the marina fuel dock and is directly connected by piping to the City sewer system. The marina has a restroom/pump-out barge on the northerly end of the guest dock, located approximately 500 yards from shore. The barge, affectionately called the SS Waterloo, was one of the first of its type in the State in the early 1990's. The newest piece of equipment is a pump out tank on a hand cart. All of these facilities were financed with grant funding assistance.

If this grant is approved, the City could qualify for reimbursement of 75 % of the cost of purchasing a new boat, engine and pump-out equipment. The grant also provides operations and maintenance funding for ten years. The total amount of the grant request is \$71,700 with the City share of that being \$17,925 (25% of \$71,700). The marina has approximately \$19,000 in its equipment replacement fund earmarked for engine replacement. Those funds are sufficient to provide the City match for the pump-out boat. The operations and maintenance expenses are costs that the marina will accrue in the normal course of business with or without grant assistance. These expenses are already included in the marina's current and projected budget. The grant will require some additional timekeeping and administrative costs, but the benefits to the City appear to far outweigh the costs.

STANDING COMMITTEE REPORT

The proposed action was reviewed by the Governmental Services Committee at the September 14 and October 12, 2010 meetings.

RECOMMENDED ACTION

Conduct a public meeting and authorize staff to submit the Clean Vessel Act grant application.

ATTACHMENTS

Grant application.

MAYOR'S COMMENTS

**APPLICATION FOR BOAT SEWAGE DISPOSAL FACILITY
CLEAN VESSEL ACT FUNDING**

TO: Washington State Parks & Recreation Commission
Clean Vessel Grant Program
1111 Israel Road SW
Olympia, WA 98504-2654

From: City of Oak Harbor Marina
Name of Marina, Company, Individual, Tribe, or Agency

Ownership of Marina: Public

Mack Funk, Harbormaster 360-279-4575
Marina Owner/Project Coordinator/Contact Name & Position Title Telephone

Mailing Address (P.O. Box if applicable for mailing) 865 SE Barrington Drive

Mailing Address City/State/Zip +4 Oak Harbor, WA 98277

Physical Location (Street Address) 1401 SE Catalina Drive

Physical Location City/State/Zip +4 Oak Harbor, WA 98277

Fax Number 360-240-0603 E-mail Address mfunk@oakharbor.org

Federal ID or Social Security Number 91-6001476 UBI Number 153-000-005

1.) Scope of work to be accomplished. Check all that apply:

- Add Boat Sewage Disposal System to new marina construction
- Add Boat Sewage Disposal System to existing marina
- Add equipment to an existing system
- Placing Floating Restroom
- Request for operation & maintenance funding (subject to availability of funds)
- Equipment replacement
- Equipment repair

2.) Equipment to be purchased. Please check appropriate box(s) below:

- Pumpout and dump station
- Dump Station only
- Barge Unit with pumpout, dump station, and/or restroom
- Portable Pumpout
- Other (dock space, sewer hook up, holding tanks, etc)
- Request for operation & maintenance funding (subject to availability of funds)
- Pumpout Only
- Floating Restroom

3.) Explanation/Reasoning for request for funding: A new boat with onboard holding tank will increase the marina's ability to empty vessel holding tanks (of moored boats including liveaboards). The boat will provide more reliable service to move the existing pump out barge unit. The marina also seeks funds to reduce the local cost of maintaining and operating the existing facilities. The marina has a rolling pump-out unit, but when full it gets very heavy and so it is difficult to get up the gangway at low tide.

Note:

In submitting this application for Clean Vessel Funds, we are aware that the grant/contract, if approved, will be paid on a reimbursement basis on acceptance of the project by State Parks. We hereby certify availability of the necessary matching contributions through project expenditures, in-kind services, and/or volunteer contributions. We agree to furnish the initial funding to complete the entire project identified in this application.

We are also aware that this document is a grant application only and does not authorize expenditure of funds. A completely executed contract must be on file with WA State Parks before any expenditure that is incurred.

We certify that, to the best of our knowledge, the information contained in this application is true and correct.

Signature of Authorized Representative

Date

Name and Title

I. General Information

Marina NOAA Chart Coordinates (at center of harbor area):

Latitude: N48 17 12 Longitude: W122 38 03 GPS: Latitude: _____
Longitude: _____

Facility Use: Number of slips 400 Annual Use: Under 26' 300 over 26' 500

If your facility is not open year round give dates when opening and closing: The marina's stationary facilities are
open year round Opening Date mid-April Closing Date mid-October

Commercial services available at or near marina:

Gas/Diesel Repairs Upland Restrooms/Shower Hoist Vessel Storage Laundromat

Yacht Club Propane Recycling Ice

If you are just replacing existing equipment, you may contract with a vendor to provide the equipment and installation, or purchase the equipment from a vendor and have someone else who is qualified put the equipment in place.

If you will need additional funding for electrical wiring, plumbing, new floats, repairing existing dock or float, cover for new equipment, or any other item which will be necessary to complete this project, please indicate the amount on the Estimated Cost sheet, page 6.

II. Evaluation Questions

The following information along with your project design will be used by the Boating Environmental Committee to evaluate your application:

1. Nearest pumpouts/dump stations to this facility:

Name: La Conner and Deception Pass Distance: approx. 15 miles

Name: Langley Distance: approx. 20 miles

Estimated moorage within one mile 400 slips Estimated launch sites within one mile 5

2. Will you be participating with any other entities (private businesses, non-profit organizations, or governmental agencies) to operate and maintain this facility?

Yes: Name of Organization _____ No

3. Will this facility be an innovative project in some way (i.e. first barge unit in your local area; or a facility which allows more than the usual single user of pumpout at one time, etc.)?

Yes: Describe innovation: A pump out boat will allow the marina to empty boat holding tanks in slips.

No _____

4. Is Project in a county that is listed in the Boat Sewage Facility Inventory of 2001?

Yes, Island County

If it is not listed, will it contribute to the statewide network of facilities or provide equipment to use during times of peak marina use?

Not Applicable

5. Is facility in an environmentally sensitive area as designated by State Parks?

Yes No

Or, describe the body of water your facility is located on and indicate any of the following Resource Sensitivity Characteristics, check all that apply:

Name of Body of Water Saratoga Passage and Puget Sound

Limited Flushing Shallow Water Commercial or Recreational Shellfish Beds

Swimming Area Diverse Species Inhabiting Area Absence of Pollution Polluted area needing cleanup

Other Boat liveaboard sanitation Other _____

6. An important factor is our ability to place facilities for the lowest cost to the greatest number (cost benefit ratio). There are several ways in which a project might qualify, for example: as project sponsor you are willing to put in more of your own funds to complete the project which allows the federal funding we administer to be used in more projects; or, you might be able to combine the installation of the pumpout equipment with another project and save money this way. Projects which have a cost savings to either the state or the project sponsor provide a cost savings.

Will this project provide a cost savings either to the state or the project sponsor?

Yes

No

Please explain: The City of Oak Harbor City Council marina rates have been raised several times recently in order to pay for other needed capital improvements including dredging in the area beneath both the stationary pumpout and barge unit.

III. Permits

One or more of the following permits may be needed for your project. It is your responsibility to be sure you have the necessary permits. **If required, you must attach a copy of the first page showing submittal date.**

No new permits are required for this project.

Oak Harbor Marina

Marina Name

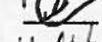
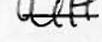
Eligible Activity/Equipment	Name of supplier or contractor (if known)	State Parks Funding (75% of Project)	Applicant Match (25% of Project)	Total Estimated Costs
Program Coordination				
Engineering (\$2,000 Max)				
Permits (list) (\$2,000 Max)				
Float/Space				
Piling				
Pumpout Equipment		\$7650	\$2550	\$10,200
Dump Station Equipment				
Forward Lift Station				
Grinder Pump				
Back Flow Prevention Valve				
Pipe & plumbing materials				
Plumbing Labor				
Electrical Materials				
Electrical Labor				
Lumber/Construction materials				
Protective Covering Box				
Sewer Hookup				
Up land holding tank				
Signs (\$500 Max)				
Misc. Costs (nuts, bolts, paint, etc.)				
Maintenance & Operation for period of the grant				
Other: Boat and engine		\$46,125	\$15,375	\$61,500
Totals		\$53,775	\$17,925	\$71,700

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

Bill No. 4d
Date: December 7, 2010
Subject: Agreement for 2010 EMS
Services

FROM: Mark Soptich
Fire Chief

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Jim Slowik, Mayor
 Paul Schmidt, City Administrator
 Doug Merriman, Finance Director
 Margery Hite, City Attorney, as to form

PURPOSE

The purpose of this agenda is to enter into an interlocal agreement with Whibdey General Hospital (WGH) for the Oak Harbor Fire Department to respond to and assist with emergency medical incidents responses.

AUTHORITY

RCW 39.34.080 states that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, that such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.

SUMMARY STATEMENT

In 1999, fire departments on Whidbey Island began receiving funds from WGH to defer some of their costs to assist with pre-hospital medical responses.

This agreement shall apply for the time of January 1, 2009 through December 31, 2010. If approved, discussions would begin for a new agreement thereafter.

The agreement has been reviewed and signed by Tom Tomasino, Superintendent and Chief Executive Officer, WGH.

With the approval of this agreement, the Oak Harbor Fire Department will have received a total of \$415,225 since 1999. These funds are deposited in the general fund.

STANDING COMMITTEE REPORT

This agenda item was presented at the November 18, 2010 Public Safety Standing Committee.

RECOMMENDED ACTION

Consider approving and authorizing the Mayor to sign the agreement with WGH for EMS Services.

ATTACHMENTS

Agreement for EMS Services

MAYOR'S COMMENTS

Return to:
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

GRANTOR: Whidbey General Hospital
GRANTEE: City of Oak Harbor
LEGAL DESCRIPTION: Interlocal Agreement City of Oak Harbor
No property exchanging hands
PARCEL NO: n/a

AGREEMENT FOR EMS SERVICES

WHEREAS, the City of Oak Harbor, a municipal corporation, hereinafter referred to as "City", and Whidbey General Hospital, hereinafter referred to as "WGH", concur on entering into an agreement pertaining to WGH reimbursing the City in part for assisting with pre-hospital medical responses; and

WHEREAS, the parties previously along with other Fire Departments on Whidbey Island have made arrangements concerning these matters, similar to those set out in Section One below; and

WHEREAS, the City and WGH entered into an Agreement for EMS Services ("Agreement") for a five-year term beginning January 1, 2004 which provided an agreed payment to the City for emergency medical responses provided by the Fire Department of the City; and

WHEREAS, the previous Agreement between the City and WGH expired on January 1, 2009 but the City has continued to provide emergency medical response services pursuant to that Agreement under the mutual belief that it was still in effect; and

WHEREAS, the value of the services provided by the Fire Department of the City meets or exceeds the agreed payment level in the previous Agreement and therefore payment for those services also meets the *quantum meruit* basis for compensation in contract; and

WHEREAS, the parties agree that the following written agreement shall apply for the period from January 1, 2009 through December 31, 2010; and

Agreement for EMS Services - 1

WHEREAS, the parties agree to negotiate a new Agreement for emergency medical response services to take effect January 1, 2011 which will update the compensation, liability and scope of work provisions of the existing Agreement;

Now, therefore,

The parties hereto are agreed as follows:

1. Payment and Calculation.
 - a. WGH will pay to the City an amount based on the City's proportionate number of emergency medical responses each year times \$.03 per \$1,000 of the assessed evaluation for the Whidbey Island EMS levy.
 - b. The City's proportionate number is based on the City's proportion of the total pre-hospital medical responses made by participating fire departments/districts. For example, if the City completed 400 responses and there was a total of 1,000 responses made by participating fire departments/districts, the proportionate number would be 0.40 or 40%.
 - c. The City, through the Island County Fire Chiefs Association, will invoice WGH each year. WGH will make payments to each department on June 1st and December 1st, each payment being one-half of the total invoiced.
2. Term. The term of the agreement shall be two (2) years from January 1, 2009 through December 31, 2010; provided, that either party may terminate at an earlier date by giving written notice to the other party one hundred twenty (120) days in advance of the termination date.
3. Financial Responsibility. Each party shall bear financial responsibility for its own respective activities except to extent set out above.
4. Relationship to Existing Agreements. Unless expressly provided otherwise in this Agreement, this Agreement is not intended to modify or supersede existing agreements and shall be construed in a manner which is consistent therewith.
5. Amendments. This Agreement may be amended from time to time by written amendment. All amendments must be agreed to by the City and WGH.
6. Administration.
 - a. The provisions of this Agreement shall be managed by a designated employee of WGH and Oak Harbor Fire Chief. They shall meet as necessary to ensure that the

provisions of this Agreement are fulfilled, and shall maintain records of all actions as required to accomplish the work of the Agreement.

- b. Otherwise, there shall be no independent government body to manage the provisions of this Agreement.

7. Property. There is no joint property to be held under this agreement.

8. Indemnification.

- a. The Hospital shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of WGH, its officers, agents and employees, or any of them, in the performance of activities carried out under this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the City, WGH shall defend the same at its sole cost and expense. If final judgment be rendered against the City and its officers, agents and employees, or any of them, or jointly against the City and WGH and their respective officers, agents and employees, or any of them, WGH shall satisfy same.
- b. In executing this Agreement, WGH does not assume liability or responsibility for, or in any way release the City from liability or responsibility which arises in whole or in part from the existence or effect of City's own negligence, act or omission. If any cause, claim, suit or action is commenced in which the City's negligent act or omission is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, WGH, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- c. The City shall indemnify and hold harmless WGH and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents and employees, or any of them, in the performance of the activities it undertakes pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against WGH, the City shall defend the same at its sole cost and expense. If final judgment be rendered against WGH and its officers, agents and employees, or any of them, or jointly against the City and WGH and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

d. In executing this Agreement, the City does not assume liability or responsibility for, or in any way release the Hospital from liability or responsibility which arises in whole or in part from the existence or effect of WGH's negligence, act or omission. If any cause, claim, suit or action proceeding is commenced which the source of liability is the Hospital's negligence, act or omission of care, WGH shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, WGH, or both, WGH shall satisfy the same, including all chargeable costs and attorney's fees.

9. Severability. In the event that any provision of this Agreement is declared invalid or illegal, such declaration shall in no way affect or invalidate any other provisions thereof, and such other provisions shall remain in full force and effect.

10. Effective Date. This Agreement shall be adopted and take effect when signed by authorized representatives of both parties.

DATED this _____ day of _____, 2010.

Administrator
Whidbey General Hospital

Mayor
City of Oak Harbor

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

Bill No. 4e
Date: December 7, 2010
Subject: Introduction – Ordinance Amending
Chapter 8.03 of the Oak Harbor
Municipal Code “International Fire
Code,” and Ordinance Amending Chapter
8.08 “Unauthorized Burning, Interfering
with Firefighting, Inspections”

FROM: Mark Soptich
Fire Chief

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Jim Slowik, Mayor
 Paul Schmidt, City Administrator
 Doug Merriman, Finance Director
 Margery Hite, City Attorney, as to form

PURPOSE

This agenda bill proposes to introduce two ordinances: one amending Chapter 8.03 of the Oak Harbor Municipal Code and one amending Chapter 8.08 of the Oak Harbor Municipal Code.

AUTHORITY

Pursuant to RCW 19.27, the Washington State Building Code Council periodically adopts updated International Fire Codes. Unless amended by City Council within state law limitations, the International Fire Code is in effect in the City. RCW 19.27.031.

SUMMARY STATEMENT

The International Fire Code (IFC) is updated every three years. WAC 51-54-003 adopted the 2009 Edition of the IFC with amendments. Local jurisdictions may amend the codes but such codes shall not result in a code that is less than the minimum performance standards and objectives contained in the State Building Code (RCW 19.27.060).

Some of the more significant differences between the 2006 and 2009 IFC are:

- Appendix J requires 2 way radio capabilities from the interior of larger facilities for emergency operations.
- Chapter 4 includes provisions for general safety requirements and emergency management procedures for business and schools.
- Chapter 9 requires more frequent inspections of hood and duct systems.
- Chapter 903 requires sprinkler systems for enclosed parking areas, balconies, and decks. Sprinkler systems are also required for “M” type occupancies that display or sell upholstered furniture.
- The ordinance amending Chapter 8.08 changes the clearance area around fire hydrants

from a radius of 10 feet to 3 feet.

STANDING COMMITTEE REPORT

The 2009 IFC was discussed at the June 17th Public Safety Standing Committee.

RECOMMENDED ACTION

Introduce:

The ordinance amending Chapter 8.03 of the Oak Harbor Municipal Code "International Fire Code."

The ordinance amending Chapter 8.08 of the Oak Harbor Municipal Code "Unauthorized Burning, Interfering with Firefighting, Inspections."

ATTACHMENTS

Draft ordinances.

MAYOR'S COMMENTS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE CHAPTER 8.03 ENTITLED "INTERNATIONAL FIRE CODE" PERTAINING TO FIRE CODE REGULATIONS IN EFFECT IN THE CITY OF OAK HARBOR

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

Section One. Oak Harbor Municipal Code Chapter 8.03 entitled "International Fire Code", adopted by Ordinance No. 1515 in 2007, is hereby amended to read as follows:

**CHAPTER 8.03
INTERNATIONAL FIRE CODE**

Sections:

- 8.03.010 Title.
- 8.03.020 ~~Adoption~~Applicability of the International Fire Code.
- 8.03.030 Administration and enforcement – Rules and regulations.
- 8.03.040 Administration and enforcement – Fire chief authority.
- 8.03.050 Notices.
- 8.03.060 Liability limitations.
- 8.03.070 Amendment – Additions.
- 8.03.080 Penalties.
- 8.03.090 Severability.
- 8.03.100 Hearing examiner to function as appeals board.

8.03.010 Title. This chapter shall be known as the International Fire Code of the city of Oak Harbor.

8.03.020 ~~Adoption~~Applicability of the International Fire Code. The most recent version of the 2006 Edition of the International Fire Code, including Sections 503 and Appendices B, C, D, E, F, and G, adopted by the and as published by the International State Building Code Council pursuant to Ch. 19.27 RCW and as amended in this Chapter of the Oak Harbor Municipal Code, shall be in effect in the City of Oak Harbor as set forth in Chapter 51-54 WAC and adopted by the Washington State Building Code Council under the provisions of Chapter 19.27 RCW, is adopted by reference as the city's fire code. A copy of the most recent International Fire Code together with applicable this code together with the referenced appendices is on file in the office of city clerk and is available for public inspection.

8.03.030 Administration and enforcement – Rules and regulations. The city council may upon notice and hearing promulgate such rules and regulations as may be necessary to the effective and efficient administration of the code.

8.03.040 Administration and enforcement – Fire chief authority.

- (1) The International Fire Code shall be administered and enforced by the bureau of fire prevention in the fire department of the city of Oak Harbor which is established and which shall be operated under the supervision of the chief of the fire department.
- (2) The chief of the Oak Harbor fire department shall assign the duties of the fire marshal to one or more career civil service members of the Oak Harbor fire department.
- (3) The chief of the fire department may detail such members of the fire department as inspectors as shall from time to time be necessary. The chief of the fire department shall recommend to the mayor the employment of technical inspectors, who, when such authorization is made, shall be selected through examination to determine their fitness for the position. The examination shall be open to members and nonmembers of the fire department and appointment made after examination shall be for an indefinite term with removal only for cause.

8.03.050 Notices. It is unlawful for any person to remove, mutilate, destroy or conceal any lawful notice issued or posted by the fire chief or his designee pursuant to the provisions of this code.

8.03.060 Liability limitations. Nothing contained in this chapter or in the International Fire Code or in OHMC Title 8 is intended to be, nor shall be, construed to create or form the basis for any liability on the part of the city or its officers, employees or agents, for any injury or damage resulting from the failure of a building to conform to the provisions of the International Fire Code.

8.03.070 Amendment – Additions. The following sections of the International Fire Code as adopted in OHMC 8.03.020 are amended to read as follows:

- (1) Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Oak Harbor, hereinafter referred to as "this code."

- (2) Section 103.1 is hereby amended to read as follows:

103.1 General. The Department of Fire Prevention, also known as the Oak Harbor Fire Department, is established within the City of Oak Harbor under the direction of the fire chief. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.

- (3) Section 105.1.1 is hereby amended to read as follows:

105.1.1 Permits Required. Operational Permits as described in Section 105.1.2(1) as required by this code shall be obtained from the fire chief. Permit fees, if any,

shall be as set forth in Section 8.06.010. Fees shall be paid prior to issuance of the permit. Construction Permits as described in Section 105.1.2(2) as required by this code shall be obtained from the fire chief. Permit fees, if any, shall be as set forth in Section 8.06.010, and shall be paid prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire chief.

- (4) Section 108 is hereby amended to read as follows:

108.1 Board of Appeals Established. All references to the term "Board of Appeal(s)" shall be deemed to mean the hearing examiner as per OHMC 18.40.180. Permits under this chapter shall be Type I review process as per OHMC 18.20.230. Appeals of decisions of applicable codes adopted under this chapter shall be to the hearing examiner.

- (5) The following definitions shall apply to the ~~2006~~2009 Edition of the International Fire Code and supersede other definitions of the same term therein:

"Chief of the bureau of fire prevention" shall mean the person or persons who are assigned by the Chief of the Oak Harbor Fire Department to perform the duties of the fire marshal under the supervision of the chief of the Oak Harbor Fire Department. The Chief of the Oak Harbor Fire Department may appoint any career civil service member of the Oak Harbor Fire Department to fulfill any or all of the duties of the chief of the bureau of fire prevention or fire marshal.

"Jurisdiction" shall be referred to as the City of Oak Harbor.

"Appeal Board" shall refer to the hearing examiner as provided under OHMC Title 18.

- ~~(6) Section 316 is hereby added to read as follows:~~

~~Section 316 Marinas. Marina's facilities shall be in accordance with the following:~~

~~316.1 Plans and Approvals. Plans for marina fire protection facilities shall be approved prior to installation. The work shall be subject to final inspection and approval after installation.~~

~~316.2 Permits. Permits are required to use open flame devices for maintenance or repair on vessels, floats, piers or wharves.~~

~~316.3 Definitions. The following words and terms shall, for the purpose of this chapter and as used elsewhere in this code, have the meanings shown herein:~~

- ~~1. "Float" is a floating structure normally used as a point of transfer for passengers and goods, or both, for mooring purposes.~~

2. ~~"Marina" is any portion of the ocean or inland water, either naturally or artificially protected, for the mooring, servicing or safety of vessels and shall include artificially protected works, the public or private lands ashore, and structures or facilities provided within the enclosed body of water and ashore for the mooring or servicing of vessels or the servicing of their crews or passengers.~~
3. ~~"Pier" is a structure built over water, supported by pillars or piles, and used as a landing place, pleasure pavilion or similar purpose.~~
4. ~~"Vessel" is a watercraft of any type, other than seaplanes on the water, used or capable of being used as a means of transportation. Included in this definition are non-transportation vessels such as houseboats and boathouses.~~
5. ~~"Wharf" is a structure or bulkhead constructed of wood, stone, concrete or similar material built at the shore of a harbor, lake or river for vessels to lie alongside of, and piers or floats to be anchored to.~~

316.4 General Precautions:

1. ~~Combustible Debris. Combustible debris and rubbish shall not be deposited or accumulated on land beneath marina structures, piers or wharves.~~
2. ~~Sources of Ignition. Open flame devices used for lighting or decoration on the exterior of a vessel, float, pier or wharf shall be approved.~~
3. ~~Flammable or Combustible Liquid Spills. Spills of flammable or combustible liquids at or upon the water shall be reported immediately to the fire department or jurisdictional authorities.~~
4. ~~Rubbish Containers. Containers with tight fitting or self-closing lids shall be provided for the temporary storage of combustible trash or rubbish.~~
5. ~~Electrical Equipment. Electrical equipment shall be installed and used in accordance with its listing and Section 605 of the IFC as required for wet, damp and hazardous locations.~~

~~316.5 General. Marinas, piers, wharves and floats with facilities for mooring or servicing five or more vessels, and marine motor vehicle fuel dispensing stations shall be equipped with fire protection equipment in accordance with this section.~~

1. ~~Standpipes. Marinas shall be equipped throughout with standpipe systems in accordance with National Fire Protection Standard for Marinas 303.~~

~~2. Access and Water Supply. Piers and wharves shall be provided with fire apparatus access roads and water supply systems with on-site fire hydrants when required and approved by the fire code official.~~

~~3. Portable Fire Extinguishers. One fire extinguisher for ordinary (moderate) hazard types shall be provided at each required hose station. Additional fire extinguishers, suitable for the hazards involved, shall be provided and maintained in accordance with Section 906 of the IFC.~~

~~4. Communications. A telephone not requiring a coin to operate or other approved, clearly identified means to notify the fire department shall be provided on the site in a location approved by the fire code official.~~

~~316.6 Marina Motor Vehicle Fuel Dispensing Stations. Marina motor vehicle fuel dispensing stations shall be in accordance with Chapter 22 of the IFC.~~

(76) Section 501.4 is hereby amended to read as follows:

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to issuance of any building permit for the project, except grading permits, except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.

(87) Section 503.2.82 is hereby amended to read as follows:

503.2.82 Distance from Structures. Fire apparatus access roadways shall be a minimum of 5 feet away from the exterior wall of structures, or as otherwise required due to construction type.

(98) Section 503.7 is hereby added to read as follows:

503.7 Enforcement. Enforcement of Section 503.1.4 of the International Fire Code shall be the responsibility of the City Fire Department which shall have the authority to impound or otherwise cause such obstruction to be removed, and said remedies shall be in addition to the criminal penalties provided in the Oak Harbor Municipal Code.

(109) Section ~~508.5.1~~ 507.5.1 is hereby amended to read as follows:

Section ~~508~~ 507.5.1 Where Required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet from a hydrant on a fire apparatus access road, as measured by an approved route

around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

EXCEPTION:

1. For Group R-3 and U occupancies, the distance requirement shall be 600 feet (183 m).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 600 feet (183 m).

| (~~4110~~) Section 903.3.7 is hereby amended to read as follows:

903.3.7 Fire Department Connections. The location of fire department connections shall be approved by the fire code official. A fire department connection shall be located within 50 feet of a fire hydrant.

| (~~4211~~) Section 3301.1.3 is hereby amended to read as follows:

3301.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exception:

1. The use of fireworks for display as allowed in section 3308.
2. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulation, provided such fireworks comply with CPSC 16CFR, Parts 1500 and 1507, and DOTn 49 CFR, Parts 100-178, for consumer fireworks.
3. Manufacture of fireworks within the jurisdictional area is prohibited.
4. Except as hereinafter provided, it shall be unlawful for any person to possess, store, or offer for sale, expose for sale, sell at retail, or use or explode any fireworks.
 - a) The fire chief shall have power to adopt reasonable rules and regulations for the granting of permits for supervised and public displays of fireworks by a jurisdiction, fair associations, amusement parks, and other organization or for the use of fireworks by artisans in pursuit of their trade. Every such use or display shall be handled by a competent operator approved by the chief and every operator shall have first obtained a State License pursuant to RCW 70.77.305. The display shall be of such character and so located,

discharged or fired as in the opinion of the chief after proper investigation so as not to be hazardous to property or endanger any person.

- b) The fire chief shall make a recommendation to the City Council concerning the issuance of permits for the sale of fireworks to persons, corporations, or organizations, after investigation and his/her determination that the location where the fireworks are to be sold is not hazardous to property or endangers any person and that the persons in charge of selling the fireworks are competent and trained to handle such fireworks. No person under the age of 18 shall be employed by the permittee in connection with such sale.
 - c) The provisions of Oak Harbor Municipal Code Chapter 5.32 shall remain in full force and effect and nothing herein shall be construed as repealing the same.
5. Applications for permits shall be made in writing at least 10 days in advance of the date of the display in a manner prescribed by the chief. After such privilege shall be granted, sale, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.
6. Fireworks may be sold, purchased, issued, fired, or discharged in the City, except as provided in Paragraphs (11), (12), (13) and (14) below, as follows:
- a) It is legal to sell and purchase consumer fireworks within the City from twelve o'clock noon to eleven o'clock p.m. on the twenty-eighth of June, from nine o'clock a.m. to eleven o'clock p.m. on each day from the twenty-ninth of June through the fourth of July, from nine o'clock a.m. to nine o'clock p.m. on the fifth of July, from twelve o'clock noon to eleven o'clock p.m. on each day from the twenty-seventh of December through the thirty-first of December each year, and as provided in RCW 70.77.311.
 - b) Consumer fireworks may be used or discharged each day between the hours of twelve o'clock noon and eleven o'clock p.m. on the twenty-eighth of June and between the hours of nine o'clock a.m. and eleven o'clock p.m. on the twenty-ninth of June to the third of July, and on July Fourth between the hours of nine o'clock a.m. and twelve o'clock midnight, and between the hours of nine o'clock a.m. and eleven o'clock p.m. on July fifth, and from six o'clock p.m. on December thirty-first until one o'clock a.m. on January first of the subsequent year, and as provided in RCW 70.77.311.

Nothing in this ordinance shall be construed as modifying, repealing or in any way affecting the ordinance regulating noise or nuisance.

7. Approved "No Smoking" signs shall be posted at conspicuous locations on all four sides of the fireworks stand or structure and such other places as may be designated by the inspecting authority. Each sign shall have the words "NO SMOKING BY ORDER OF THE FIRE MARSHAL" in red letters not less than two inches in height on white background. All signs shall be maintained in a legible condition.
8. Smoking and the discharge of fireworks shall be prohibited within 25 feet of any building or stand in which fireworks are sold at retail or stored after hours.
9. Each retail fireworks location shall have at least two water-type extinguishers of at least two and one-half gallon capacity.
10. There shall be no accumulation of dry grass, paper, cardboard, trash, lumber or other combustibles within 100 feet of any retail fireworks outlet.
11. Temporary structures or stands used for the retail sale of fireworks shall be removed from the premises within one week after the sale of such fireworks ends as regulated by RCW 70.77.311. Any such stand or structure remaining beyond one week may be removed by the regulating authority at the expense of the permittee or owner.
12. Fireworks shall not be sold or given to minor children under the age of sixteen.
13. It shall be unlawful to use, fire, or discharge any fireworks along the route of and during any parade or at any place of public assembly or in any commercial use district.
14. It shall be unlawful at any time to throw or toss any fireworks at any person, animal, vehicle or other thing or object.

| ~~(13)~~ Section 3301.2.3 is hereby amended to read as follows:

3301.2.3 Permit Restrictions. The fire code official is authorized to limit the quantity of explosives, explosive materials permitted at a given location. Permit restrictions for fireworks shall be as described in section 3301.1.3. No person, possessing a permit for storage of explosives at any place, shall keep or store an amount greater than authorized in such permit. Only the kind of explosive specified in such permit shall be kept or stored.

| (1413) Section 3804.2 is hereby amended to read as follows:

3804.2 Maximum Capacity within Established Limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons in all areas within the City of Oak Harbor except as zoned industrial.

Exception: In particular installations, this capacity limit shall be determined by the fire code official, after consideration of special features such as topographical conditions.

8.03.080 Penalties.

- (1) It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done in violation of this chapter and/or Chapter 8.05 OHMC as now in effect or hereafter amended or added to, or the technical codes.
- (2) **Civil Violation.** Except as provided in subsection (5) of this section, any violation of any of the provisions of this chapter and/or Chapter 8.05 OHMC as now in effect or hereafter amended or added to, or of the technical codes, constitutes a civil violation as provided for in Chapter 1.28 OHMC, for which a monetary penalty may be imposed as provided therein and not to exceed \$250.00.
- (3) **Criminal Penalty.** In addition to or as an alternative to any other penalty provided in this chapter or by law, any person who intentionally or knowingly violates any of the provisions of this chapter and/or Chapter 8.05 OHMC as now in effect or as hereafter amended or added to, or the technical codes, shall be guilty of a misdemeanor and upon conviction shall be punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days in jail, or both such fine and jail time.
- (4) **Violations of Orders by the Fire Chief.** Persons operating or maintaining an occupancy, premises or vehicle subject to the International Fire Code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered to do so by the fire chief shall be guilty of a misdemeanor punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days, or both such fine and jail time.
- (5) **Separate Offense.** Each day or portion thereof upon which a violation occurs constitutes a separate offense under subsections (1), (2), (3) and (4) of this section.
- (6) **Destruction of Notice.** It shall be unlawful for any person to remove, mutilate, destroy or conceal any notice issued and posted by the fire official pursuant to the provisions of this chapter or the fire code which violations shall be a civil offense as described in subsection (2) of this section.

8.03.090 Severability. Should any section, paragraph, sentence or word of this chapter or codes hereby adopted be declared for any reason to be invalid, it is the intent of the city council that it would have passed all other portions of this chapter and of the codes hereby adopted independent of the elimination here from as any such portions as may be declared invalid and accordingly such declaration of invalidity shall not affect the validity of this chapter as a whole nor any part hereof other than the part so declared to be invalid.

8.03.100 Hearing examiner to function as appeals board. Permits under this chapter shall be Type I review process as set forth in OHMC 18.20.230. Appeals of decisions of applicable codes adopted under this chapter shall be to the hearing examiner. References to the board of appeals shall be to the hearing examiner as set forth in OHMC 18.40.180.

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

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

PASSED by the City Council this _____ day of _____, 2010.

THE CITY OF OAK HARBOR

Veto ()
Approve ()

Mayor

Date

Attest:

City Clerk

Approved as to Form:

City Attorney

Published: _____

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International Fire Code
OHMC 8.03 Ordinance - 10

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING CHAPTER 8.08 OF THE OAK HARBOR MUNICIPAL CODE REGARDING UNAUTHORIZED BURNING, INTERFERING WITH FIREFIGHTING, INSPECTIONS

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

Section One. Oak Harbor Municipal Code Chapter 8.08 entitled "Unauthorized Burning, Interfering with Firefighting, Inspections", last amended by Ordinance No. 1380 in 2004, is hereby amended to read as follows:

CHAPTER 8.08

UNAUTHORIZED BURNING, INTERFERING WITH FIREFIGHTING, INSPECTIONS

Sections:

- 8.08.020 Fire hydrant clearance.
- 8.08.030 Fire alarms unlawful.
- 8.08.040 Damage to or interference with equipment prohibited.
- 8.08.070 Penalty for violation.

8.08.020 Fire hydrant clearance. It is unlawful for any person to park, place or leave any vehicle within ~~103~~ feet of any fire hydrant within the city of Oak Harbor, or to place or leave within ~~103~~ feet of a fire hydrant any object or material that does or may obstruct or interfere with the immediate use of or approach to such fire hydrant.

8.08.030 Fire alarms unlawful. It is unlawful for any person to wilfully or purposely falsely give or transmit or cause to be given or transmitted any sign, alarm, signal, notice, message, instruction or information of any kind, for the purpose of securing or causing the fire department in or of the city of Oak Harbor or any member thereof to move or operate or cause to be moved or operated all or any part of its apparatus or equipment.

8.08.040 Damage to or interference with equipment prohibited. It is unlawful for any person to wilfully injure, destroy, impair, alter, change, break or interfere with, or lessen the effective operation of, the apparatus or equipment of the fire department in and of the city of Oak Harbor.

8.08.070 Penalty for violation. Any person violating any of the provisions of this chapter is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than \$1,000 or 90 days in jail or both such fine and jail time.

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

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

PASSED by the City Council this _____ day of _____, 2010.

THE CITY OF OAK HARBOR

Veto ()
Approve ()

Mayor

Date

Attest:

City Clerk

Approved as to Form:

City Attorney

Published: _____

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Fire Code Chapter 8.08
Ordinance - 2

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

Bill No. 5
Date: December 7, 2010
Subject: 2010 Comprehensive Plan
Amendments

FROM: Steve Powers *SP*
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

JS Jim Slowik, Mayor
PS Paul Schmidt, City Administrator
DM Doug Merriman, Finance Director
MH Margery Hite, City Attorney, as to form

SUMMARY STATEMENT

This agenda bill presents the 2010 Comprehensive Plan amendments. The amendments include three land use changes and updates to the Capital Improvements Plan (CIP).

AUTHORITY

The City is required by the Growth Management Act (GMA) to adopt a Comprehensive Plan and to review and revise it pursuant to RCW 36.70A.130. Under the Oak Harbor Municipal Code (OHMC 18.20.270), amendments to the Comprehensive Plan are a Type V process. The code requires that the Planning Commission hold a public hearing and make a recommendation to the City Council.

BACKGROUND

The 2010 Comprehensive Plan amendment process began in October of 2009 with a call for applications. The call for projects was advertised in the local newspaper, the City's website and on Channel 10 (cable television). The deadline for all applications was December 1, 2009. Despite the notices to the public, no sponsored applications were received.

Although no private sponsored applications were received, staff identified certain City-owned properties that required land use changes. A preliminary docket that included three City-owned properties, an update to the Capital Improvement Plan and an analysis on the City's UGA capacity was reviewed by the Planning Commission and the City Council for the 2010 Comprehensive Plan Amendments. The docket was recommended by the Planning Commission and approved by City Council on March 2, 2010 (please see Attachment 1).

After the docket was approved, the staff began a series of discussions on the amendments with the Planning Commissions at their regularly advertised meetings. Some of the discussions, especially the work on the UGA capacity analysis drew public attention. The dates of the Planning Commission meeting that included discussions on the 2010 Comprehensive Plan

amendments are listed below.

- April 28, 2010 – UGA Capacity Analysis – Initial data collection
- May 25, 2010 – UGA Capacity Analysis – Continued discussion of data collection and methodologies
- June 22, 2010 – Discussion on the three proposed land use changes
- July 27, 2010 – Review and recommendation of the Transportation Improvement Plan that will be included in the Capital Improvement Plan
- August 24, 2010 – UGA Capacity Analysis – Preliminary findings
- October 26, 2010 – 2010 Comprehensive Plan Amendments – Public Hearing

As part of a broader out reach approach, the City also used a blog site (<http://cohcomrehensiveplan2010.blogspot.com>) to inform people about the amendments.

2010 UGA Capacity Analysis

The 2010 docket included data collection for and preliminary analysis of the City's urban growth area (UGA) and its capacity. This docket item originated with a Comprehensive Plan policy that states the City should review the UGA capacity once every five years. This periodic review is separate from the review that counties (and cities within them) are required by the GMA to undertake once every ten years.

The work undertaken this year is the first phase of a multi-year project. The scope of this year's work was to determine the capacity within the current UGA. Results from the analysis will require further discussion to determine how the 20-year growth should be accommodated. This may or may not result in a further request to expand the UGA. Therefore, the work on the UGA capacity analysis will continue into the next Comprehensive Plan amendment cycle.

It is important to note that this year's work is separate from the 2005 Comprehensive Plan update and the City's recommendation to Island County to expand our UGA. That recommendation is still under review by Island County (note: the work should have been completed by the County in 2008). The next mandated review and possible update of comprehensive plans is now scheduled for 2015.

Capital Improvements Plan 2010-2015

The Capital Improvements Plan is being updated to reflect changes in projects, revenues and expenditures. This year's update includes:

- Updates to the current and projected revenues
- Removal of projects that have been complete (e.g. Oak Harbor Street improvements)
- Updating the list of street projects to reflect the adopted Transportation Improvement Plan
- Updated project list for the water, sewer and the wastewater system
- Updates to project schedules

A brief description of the various sections contained within the Capital Improvements Plan is provided below.

Section 1 provides an introduction to the CIP, its link to the Growth Management Act and the Revised Code of Washington (RCW).

Section 2 provides the planning context for the CIP and lists the goals and policies that provide the framework for the CIP.

Section 3 documents the existing capital facilities within the City. It provides the basic foundation for the CIP.

Section 4 of the CIP contains the list of projects for the non-enterprise funded systems such as Streets, Parks and Recreation, Windjammer etc., as well as the enterprise funded systems such as Sewer, Water, Wastewater and Marina. The section has been amended as part of this year's update to include some of the changes mentioned above. The updated projects can be found on pages 23 and 26 of the CIP. The expenditures related to these projects are provided in Table 4.3 (page 24) and Table 4.5 (page 28). The non-growth related capital facility projects are listed in Table 4.4.

Section 5 on page 29 includes the prioritization process for the non growth related capital facilities listed in Table 4.4. The prioritization process was done in 2006. Prioritizations of these projects were not done this year and there are some discussions at the Council to determine if they should be done next year. Therefore, no changes have been made to any of the priorities as part of this year's update.

Section 6 provides information on revenues sources for the various funds and includes projections for these revenues over the next six years. This section was updated to reflect the Finance Departments most recent projections.

Section 7 is the implementation plan for the non-growth related projects that are listed in Table 4.4 and prioritized in Section 5. This section was updated to reflect changes in schedules and fine tune project descriptions were applicable.

Information was updated in the Appendix of the Plan to reflect some of the changes in the sections mentioned above. Appendix C (Page 71) has been updated to reflect changes in schedule and project costs.

Land Use Changes

The three properties included in the 2010 Comprehensive Plan Docket are listed below:

- Scenic Heights Trailhead site - Low Density Residential to Public Facilities
- Water Reservoir Site near Gun Club Road –Planned Business Park to Public Facilities
- SE corner of SR 20 and Fakkema Road –Auto/Industrial Commercial to Open Space

Scenic Heights Trailhead Site: This property is located on SW Scenic Heights Road adjacent to

SW 20th Court (please see Attachment 2). The property was purchased by the City using Conservation Futures Funding with the intent to develop it into a trailhead site for the Waterfront Trail. The existing zoning for the property is R-1, Single Family Residential and the existing land use designation is Low Density Residential.

The property is being developed as a trailhead site for the Waterfront Trail that extends to Maylor Point. The site design includes an area with informational displays, a viewing area and some parking. Construction of this project is expected to commence this fall. Upon completion the trailhead site would become part of Oak Harbor's park system.

The Public Facilities classification is intended to accommodate public facilities such as parks, utilities, government offices etc. and therefore would be the best suited land use category for the use. All parks in Oak Harbor are designated as Public Facilities and since the trailhead site would be part of the park system it would be logical to amend the land uses designation.

Oak Harbor Reservoir Site: This property is located near Gun Club Road in northwest Oak Harbor. The City currently owns a 10 acre tract but will retain only 5 acres to develop it for two water reservoirs. The five acre tract is approximately 1000 feet north of unimproved Gun Club Road (please see Attachment 3) between Oak Harbor Road and Heller Road. The existing zoning for the property is Planned Business Park and the existing land use designation is Planned Business Park.

The City has identified this site as an appropriate location for possibly two water reservoirs to serve Oak Harbor. The location for this project was determined following a technical analysis on the water system. Since the Public Facilities classification is intended to accommodate public facilities such as parks, utilities, government offices etc. it would be the best suited land use category for the use.

Construction for this project is not expected to commence this year. If the requested change in land use is approved the project will be permitted by right and will be required to go through a Type II review process.

SE corner of SR 20 and Fakkema Road: The property was formerly referred to as the Boyer Tract and is located at the SEC of SR-20 and Fakkema Road (please see Attachment 4). The property was purchased by a joint collaboration of the City, County and the Navy. The property is located in Accident Potential Sub-district One and is currently zoned C-4, Highway Service Commercial with a land use designation of Auto/Industrial Commercial.

The property was purchased by the City, County and Navy with the intention to restrict development activity due to its location within the flight path. The Parks and Recreation Plan adopted in 2009 identified this property as a potential location for an Oak Grove. The change in designation to Open Space will further the goal of the Park Plan and will also remove this property from the commercial land use inventory.

In determining the suitability of this property for Garry Oaks, staff contacted soil experts to determine the characteristics of the soil and its suitability for vegetation. Initial findings seem to

indicate that the soil is not suitable for farming but is suitable for forests similar to the type of vegetation surrounding this property. The information provided from the soil analysis indicates that it varies from rocky, thin soils to deep loams and clays of valley bottom. Since Garry Oaks have a broad tolerance of substrates, there is a potential for them to grow on this property. They may require some attention when initially planted but will be maintenance free once they establish themselves. The initial care that the Garry Oak need is primarily water. This can be easily provided to this site without installation of extensive infrastructure. An existing water line dead-ends on the southern edge of the property. This water line will need to be periodically flushed. The routine flushing can provided the needed water for the Garry Oaks.

Notices

a. SEPA

Comprehensive Plan Amendments are required to go through the SEPA process. It is a non-project review since it is related to the adoption of a document. The SEPA checklist and the determination have been attached to the report for your reference (please see Attachment 5). The SEPA determination was advertised and opened to the public for comments and input. No comments were received.

b. Commerce

Cities, under the GMA, that are adopting Comprehensive Plan amendments are also required to provide a 60-day notice to the Department of Commerce on the amendments that are proposed for adoption. The 60-day notice was provided on August 31, 2010. The 60-day period ends on October 31, 2010. The adoption of the amendments must be done after the 60-day Commerce review period ends. The Department's acknowledgement letter is included as Attachment 6.

Review Criteria

In accordance with OHMC 18.15.080 the Planning Commission shall review and make a recommendation to the City Council based on the criteria listed below.

- (1) The amendment will not adversely affect the public health, safety and welfare in any significant way.
The proposed amendments will not adversely affect the public health, safety and welfare. The land use changes will reflect the intended use of the properties. These properties are city-owned properties and are being developed based on approved plans to further the goals and policies of the community. Projects in the CIP are also scheduled based on need identified in approved plans and are intended to serve the public needs, improve health, safety and welfare.
- (2) The proposed amendment is consistent with the overall goals and intent of the comprehensive plan.
The land use changes and the updates to the CIP are consistent with the overall goals and intent of the comprehensive plan. The land use changes are compatible with surrounding land uses. Two of the land use changes will reduce the area available in the Planned Business Park and Auto/Industrial Commercial land use designations. However, there are no signs evident that these land use categories are in high demand

since most of the properties designated in this land use are undeveloped or underdeveloped.

The Capital Improvement Plan includes projects for implementation of adopted plans over the next six years.

- (3) The amendment is in compliance with the Growth Management Act and the Countywide Planning Policies.

The amendments are in compliance with the Growth Management Act and the Countywide Planning Polices. The land use changes are requested to reflect the intended use of the properties and therefore conform to the Future Land Use Map for the City.

The Capital Improvements Plan includes projects from adopted plans.

- (4) The amendment addresses the needs or changing circumstances of the community as a whole or resolves inconsistencies in the city's comprehensive plan.

The land use changes are proposed to reflect the intended use of the property due to changing circumstances in the community based on adopted plans. The trailhead project and the oak grove project reflect the adoption of the Parks and Recreation Plan and the water tower site reflects the goals and vision of the water system plan.

The amendments to the Capital Improvements Plan reflects the ongoing changes to projects and schedules that change based on budget, permits or other related issues.

- (5) Environmental impact from the amendments have been addressed through the SEPA review and /or measures have been included that reduce possible impacts.

A SEPA checklist has been prepared for the amendments and is included as an attachment to this report. No significant environmental impacts have been identified.

- (6) The amendment is consistent with the land uses and growth projections which were the basis of the comprehensive plan or to subsequent updates to growth allocations.

As mentioned earlier, two of the land use changes will reduce the area available in the Planned Business Park and Auto/Industrial Commercial land use designations.

However, there are no signs evident that these land use categories are in high demand since most of the properties designated in these land use categories are undeveloped or underdeveloped.

- (7) The amendment is generally compatible with neighboring land uses and surrounding neighborhoods.

The proposed land uses are compatible with surrounding land uses. The proposed land uses are either Public Facilities or Open Space which are typically scattered throughout the community and are compatible with almost all land uses.

- (8) The proposed amendment accommodates new policy direction from the city council.

This criterion does not apply to this year's amendments since the changes are not based on a new policy direction.

- (9) Other specific criteria that may have been identified as the beginning of the process.

No special criteria were identified as the beginning of the process to consider this year's amendments.

PLANNING COMMISSION ACTION

The Planning Commission conducted a public hearing on the proposed 2010 Comprehensive Plan Amendments at their October 26, 2010 meeting. The hearing was advertised as required by OHMC 18.20.380 (5). No public comments were offered during the hearing. The Planning

Commission, after closing the public hearing, unanimously recommended approval of the 2010 Comprehensive Plan Amendments as proposed. The draft minutes from this hearing are included with this agenda bill as Attachment 7.

CONCLUSION

The 2010 Comprehensive Plan amendment process included a public advertisement for amendments, the establishment of a docket, public meetings and a public hearing before the Planning Commission. The items reviewed through this process were three Land Use Map amendments to City-owned property and the annual amendments to the Capital Improvement Plan. The City Council is asked to conduct their own public hearing of the proposed amendments and adopt an ordinance approving the 2010 Comprehensive Plan amendments.

RECOMMENDATION

- Conduct public hearing
- Adopt ordinance approving the 2010 Comprehensive Plan amendments.

ATTACHMENTS: Please see attached CD

1. Resolution No 10-04: 2010 Comprehensive Plan Amendment Docket
2. Scenic Heights Trailhead Site – Land Use Map
3. Oak Harbor Reservoir Site – Land Use Map
4. SR-20/Fakkema Road Site – Land Use Map
5. SEPA Determination of Non-significance (dated October 8, 2010) and checklist
6. Department of Commerce acknowledgement letter dated September 2, 2010
7. Draft minutes from Planning Commission hearing of October 26, 2010
8. Ordinance adopting the 2010 Comprehensive Plan amendments with attached Future Land Use Map and 2010-2015 Capital Improvements Plan (showing edits)

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

Bill No. 6
Date: December 7, 2010
Subject: 2011 Animal Services Contract –
Whidbey Animal Improvement
Foundation (WAIF)

**FROM: Rick Wallace
Chief of Police**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Jim Slowik, Mayor
 Paul Schmidt, City Administrator
 Doug Merriman, Finance Director
 Margery Hite, City Attorney, as to form

PURPOSE

This is a proposed contract between the City of Oak Harbor and the Whidbey Animal Improvement Foundation (WAIF) for the purpose of providing animal shelter services for the City of Oak Harbor.

AUTHORITY

The City has authority to provide animal control services as part of its police powers to protect public health, safety and welfare. RCW 35A.11.020

Unless otherwise authorized or directed by law, ordinance or council resolution (for example, responding to an emergency), all contracts over \$30,000 require council approval. OHMC 2.390.010

SUMMARY STATEMENT

The City of Oak Harbor and the WAIF Executive Director, on behalf of the WAIF Board of Directors, tentatively agreed to use the terms and conditions of the existing 2010 agreement for 2011, with several changes. Those changes reflect the animal control holding facility duties that WAIF will undertake to take custody of animals brought to the Navy Base facility by authorized animal control officers. City ordinance specifies the holding time periods. Thereafter, unclaimed animals will be transferred to WAIF ownership for adoption, foster care, shelter care, or other appropriate disposition. The current agreement expires December 31, 2010. This proposed contract would expire December 31, 2011.

The City shall pay to the Contractor monthly payments of Seven Thousand and Eighty Three Dollars, and Thirty Three Cents (\$7,083.33) for services under the contract after the month for which the services are rendered.

Additionally, the City shall pay \$30.00 per call-out for after hours (before 8:00 a.m. and after 5:00 p.m. or on holidays) for service requests deemed necessary by the Oak Harbor Police Department, upon proper billing by Contractor within thirty (30) days of service. The City shall verify that the Contractor has provided the services required under this agreement in a form acceptable to the City.

The City of Oak Harbor and Whidbey Animal Improvement Foundation (WAIF) originally came to the terms of this agreement in 2005 following a request for proposal and contract bidding process. The agreement has continued in one year increments since then.

STANDING COMMITTEE REPORT

The Public Safety Standing Committee reviewed this agenda item on November 18, 2010.

RECOMMENDED ACTION

Approve and authorize the Mayor to sign this contract on behalf of the City of Oak Harbor.

ATTACHMENTS

Proposed 2011 WAIF Contract

MAYOR'S COMMENTS

**ANIMAL SHELTER SERVICES CONTRACT
WHIDBEY ANIMALS' IMPROVEMENT FOUNDATION
AND CITY OF OAK HARBOR**

THIS CONTRACT is between the CITY OF OAK HARBOR, a Washington State Municipal Corporation, hereinafter referred to as "City" and Whidbey Animals' Improvement Foundation (WAIF), hereinafter referred to as "Contractor," jointly referred to as the "Parties."

WHEREAS, the City is authorized by law to regulate the licensing and welfare of assert control of animals within the City limits under its police powers; and

WHEREAS, the City animal control authority is exercised by the Oak Harbor Police Department; and

WHEREAS, the City regulations for control of animals within the city limits are set out in Title 7 of the Oak Harbor Municipal Code; and

WHEREAS, the City requires an animal control holding facility for cats and dogs impounded pursuant to Ch. 7.20 OHMC; confined pursuant to veterinary quarantine; and for cats and dogs abandoned pursuant to Ch. 7.04 OHMC; and

WHEREAS, cats and dogs unclaimed at the expiration of the periods for impoundment, veterinary quarantine and abandonment under City ordinances require appropriate management of their disposition for adoption, foster care, shelter or euthanasia so that they do not return to the city without appropriate ownership and care; and

WHEREAS, Contractor has a program which it exercises in its discretion to appropriately manage the disposition of unclaimed cats and dogs to meet the City's objectives in controlling animals within its city limits; and

WHEREAS, the City has selected the Contractor based upon Contractor's experience, expertise and qualifications to humanely and appropriately dispose of unclaimed cats and dogs at the expiration of the holding periods set forth in City ordinance; and

WHEREAS, the Contractor has agreed to manage the disposition of unclaimed cats and dogs surrendered to the Contractor by the City at the expiration of the holding periods established by City ordinances in return for a flat annual fee; and

WHEREAS, the City's ownership and supervision of the unclaimed dogs and cats shall cease upon surrender to the Contractor except for those animal control functions applicable under City code, proposed to operate the City animal shelter and to provide trained staff and volunteers to administer the operation of the shelter; and

~~WHEREAS, the City Council finds it is in the best interests of the City and its citizens to provide trained staffing and administrative services for the shelter of animals.~~

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE: The City and the Contractor enter into this Contract ~~for the Contractor to~~ provide animal shelter holding facility services to the animal control authorities of the City of Oak Harbor and to take custody and control of such dogs and cats as are unclaimed after the expiration of applicable holding periods under city ordinances.

~~2. CONTRACT DOCUMENTS: This contract, and so much of the Contractor's proposal that is not inconsistent with the Agreement Contract, comprise the contract documents and are intended as a final expression of the understanding of the parties. There are no promises, terms, obligations, or conditions other than those contained in the contract documents. In the event of conflict between the contract documents, the documents control in the order listed.~~

23. SERVICES:

A. Contractor Holding Facility Services: The Contractor shall provide animal shelter services control holding facility services for all ~~animals dogs and cats~~ subject to the City's jurisdiction that are surrendered, impounded, abandoned or quarantined in accordance with city ordinances or state law. For the purpose of this Contract, "animal" or "animals "dogs" and "cats" are defined as domestic cats, domestic cat hybrids, domestic dogs and domestic dog hybrids only. ~~Services relating to other mammals, birds, reptiles and amphibians are addressed in Subsection A (17) under this Section.~~

For purposes of this Contract, "animal control authority of the City" shall mean City law enforcement officers, including the City's appointed animal control officer (ACO). The services provided in this Section are material to the City and failure to perform shall constitute a material default. Such services shall include the following:

- (1) Quarantine animals, per in accordance with municipal and state ordinances and state law.
- (2) Have available the services of a local veterinarian for emergency medical attention for any injured, sick, or diseased animals housed at the shelter dogs and cats placed at the holding facility by City law enforcement officers, animal control officers or authorized NAS Whidbey personnel.
- ~~(3) Act as the animal shelter operator by furnishing and maintaining the shelter for the handling of all animals as defined herein from the City, whether they are stray, impounded, or otherwise turned over or surrendered to the Contractor by City residents, law enforcement officers, animal control, or NAS personnel.~~

- ~~(4) Accept animals for surrender at shelter facility in timely manner.~~
- ~~(5) Maintain a minimal kill philosophy that assures no animal will be euthanized for space or time limits.~~
- ~~(6) Arrange for the humane destruction and disposal of animals euthanized by Contractor or under its direct care and control at Contractor's expense, and based upon humane practices.~~
- ~~(7) Provide proper food, water, housing and humane care for all animals under its control pursuant to this contract at the animal control holding facility.~~
- ~~(8) Maintain sanitation and cleaning protocols as stated in Contractor's proposal, to minimize disease transmission.~~
- ~~(9) Provide basic medical care, including vaccinations, de-worming and flea treatment, if needed, to incoming animals dogs and cats introduced into the animal control holding facility.~~
- ~~(10) The Contractor shall require any person adopting an animal to obtain a license from the jurisdiction in which the animal will reside.~~
- ~~(11) The Contractor shall require any person reclaiming an animal to obtain a license and pay any fees or fines before removal from the shelter.~~
- ~~(12) Contractor will establish and maintain a foster care program for unwanted animals.~~
- ~~(13) Contractor will operate a spay and neuter program for adopted animals to reduce the number of unwanted animals.~~
- ~~(14) Contractor will establish and maintain a volunteer program to help operate and staff programs.~~
- ~~(15) Contractor will establish an exercise program for animals for dogs and cats kept at the shelter holding facility, within the geographical boundaries designated by the Navy or City.~~
- ~~(16) Contractor will assist the City in an aggressive licensing program for dogs and cats.~~
- ~~(17) As noted above, Contractor's services apply to companion dogs and cats only. In the case of other mammals, birds, reptiles and amphibians, Contractor will~~

~~provide referral services to local rescue groups for the care and handling of these animals wherever possible.~~

- (187) Provide sufficient, competent and trained staff to assume the responsibilities of this eContract.
- (19) ~~Adopt out stray or unclaimed animals with animal licenses, as required by City law.~~
- (208) Provide monthly reports to the Chief of Police regarding shelter holding facility activities including number of incoming animals dogs and cats, and the authorized agency utilizing the holding facility for that dog or cat, including those animals deemed unadoptable and disposition of same, as well as animals refused intake to the animal shelter, and those placed on any "waiting lists."
- (219) Make space and access available for after-hours drop offs of animals as defined herein by animal control authorities of the City and designated NAS Whidbey personnel.
- (21) ~~Provide quarterly financial reports to the Chief of Police.~~
- (2210) ~~Maintain~~ Provide the name and address of every owner reclaiming an animal person to whom an animal is released and provide same on request to the City.
- (23)(11) Contractor, along with designated employees and volunteers, ~~will~~ may be required to undergo a criminal background check prior to beginning work at the facility, per Navy regulations for admission onto the Naval Base facility.

B. Contractor Unclaimed Animal Services: Contractor shall also provide animal disposition services for unclaimed animals at the end of the applicable holding period under City ordinance. The City has reviewed the Contractor's qualifications with respect to animal placement and has chosen Contractor to provide animal disposition services based upon those qualifications. Contractor shall place the animal for adoption, foster care or shelter, or euthanize the animal as the Contractor in its sole discretion shall deem appropriate. Contractor shall provide the City with a monthly report of the status of all unclaimed animals released to the Contractor pursuant to this Contract, including the date and nature of disposition.

B.C. Shelter-Contractor Use of the Animal Control Holding Facility: The City has been granted authority to operate an animal control holding facility shelter on NASWI-SPB, which is subject to regulation, control and ownership by the United States. See Section 5 below. The Contractor is authorized to use the City's existing animal shelter on NAS Whidbey Island Property during the term of this Contract, as long as it is made available by the Navy, the City and provided that the Navy allows the

~~Contractor to use the shelter facility during the term of this Contract. The shelter will not exceed current capacity except for reasonable periods of time. City personal property located at the City's animal shelter may be used by the Contractor upon consent of the City and inventory of items to be used. Shelter Contractor agrees to facility shall be operated and maintain the holding facility~~ in a neat, clean and sanitary condition, and in compliance with all applicable governmental laws, rules and regulations. Contractor will not permit any condition to exist which might constitute a nuisance. The City and the Navy, through its authorized agents and representatives, shall have the right to enter upon and inspect the facility during regular business hours, without prior notice, for the purpose of inspecting the shelter facility for compliance with this eContract. The Contractor shall obtain City approval from the Chief of Police or his designee before making improvements to the Navy-owned facility. Contractor accepts property "as is." All City-approved improvements must comply with the bidding and public works laws applicable to the City. ~~Contractor to make space and access available for after hours drop offs of animals as defined herein by animal control, NAS personnel and city police.~~

No tenancy in favor of Contractor in the premises is created by this eContract. The City and Navy allow use of the animal ~~shelter~~ holding facility by the Contractor ~~to facilitate performance of this solely for the purpose of its obligations to operate a holding facility pursuant to this agreement Contract.~~ Contractor may not use the facility upon termination of this ~~agreement Contract.~~ Upon termination of this ~~agreement Contract,~~ Contractor will remove all animals Contractor has accepted into the ~~animal shelter~~ holding facility and remove all of its property. The City may dispose of any animal or Contractor's property left behind upon termination, as the City deems appropriate. Expenses which the City incurs for such disposition are chargeable to Contractor, and the City may deduct such funds from any payment due the Contractor. ~~Contractor shall not alter or improve the premises without prior written approval of the Chief of Police. All City-approved improvements must comply with the bidding and public works laws applicable to the City.~~

Any improvement to the premises and fixtures left behind by Contractor becomes the property of the City without extra payment by the City. Contractor shall provide janitorial service to the ~~shelter~~ holding facility. Contractor shall be responsible for any damage to the premises Contractor causes, normal wear and tear excepted. Contractor may not use the premises for any purpose except the ~~animal shelter~~ holding facility authorized by this ~~agreement Contract.~~

G.D. Costs: Contractor shall be responsible for all ~~shelter service costs of providing services to dogs and cats~~ animals brought to the holding facility pursuant to this Contract. ~~Shelter~~ Such costs shall include all costs of care of such animals, including, but not limited to, food, cleaning supplies, veterinary care and grooming. City will continue to pay the utility bills for heat, electricity, water and sewer provided to at current facility the holding facility. Contractor will pay for telephone service. Contractor shall maintain the grounds at the holding facility in a clean and neat

appearance. Due to the access difficulties with garbage service, the Contractor will ensure that solid waste ~~will be~~ packaged in a manner that will allow for timely disposal by the Animal Control Officer (ACO).

D.E. Medical Costs for Sick/Injured Animals Picked Up By Animal Control:

Contractor shall be responsible for providing veterinary care to any and all dogs or cats impounded or quarantined by City or Navy personnel authorized to utilize the animal control holding facility under this Contract. In the event that ~~On occasion,~~ such authorized personnel ~~the ACO may come into contact with an animal assume~~ custody of a dog or cat in need of immediate ~~medical-veterinary~~ attention, the ~~personnel. The ACO will~~ will first attempt to contact the Shelter Manager before obtaining ~~medical-veterinary~~ treatment if possible. If unable to contact the Shelter Manager, the ~~ACO authorized personnel will next should~~ attempt to make contact with the Lead Animal Care Technician. If unable to contact either party, the ~~ACO authorized personnel will may ensure that such obtain~~ emergency treatment to relieve the immediate pain/suffering of the animal at a cost of no more than is limited to Two Hundred Dollars (\$200.00), and will notify WAIF Contractor of action taken.

E.F. Shelter Holding Facility Procedures:

(1) Licensed Stray Animals: If the dog or cat placed in the holding facility is licensed by the City of Oak Harbor, ~~The~~ Contractor shall ~~obtain use~~ owner information from the City or other sources to. ~~Contractor shall then~~ attempt to give notice to the owner by way of personal contact, telephone or mail that the animal is being held at the shelter. If the owner is notified via telephone, this notice, including the time and name of the person contacted shall be noted in records kept by Contractor and provided to the City monthly. The animal shall be held for a minimum period as outlined by City ~~Ordinance~~ unless written instructions to the contrary are provided by the animal control authority requesting Contractor to ~~maintain hold~~ the animal ~~in protective custody pending legal action.~~ If not claimed during the applicable holding period, an animal ~~immediately becomes the property of Contractor.~~ Disposition of the animal is then at Contractor's sole discretion shall be subject to disposition pursuant to Contractor's program for placing and/or disposing of unclaimed dogs and cats.

~~(2)~~(2) Unlicensed Stray Animals: If the dog or cat placed in the holding facility is not licensed by the City of Oak Harbor, ~~The~~ animals shall be held for thea period of time applicable ~~under as outlined by City Ordinance.~~ If not claimed during the applicable holding period, an animal shall be subject to disposition pursuant to Contractor's program for placing and/or disposing of unclaimed dogs and cats. immediately becomes the property of Contractor. Disposition of the animal is then at Contractor's sole discretion. ~~If not claimed during the applicable holding period, an animal immediately becomes the property of Contractor. Disposition of the animal is then at Contractor's sole discretion.~~

~~(3)~~(3) Severely Injured or Diseased Animals: Severely injured or diseased animals placed at the holding facility shall be subject to veterinary examination. In the event that a state-licensed veterinarian determines that the injured or diseased animal will require veterinary services in excess of Five Hundred Dollars (\$500.00) in value, the Contractor may follow the recommendations of the veterinarian for euthanasia of the animal. Contractor shall provide a copy of the veterinarian's written recommendation(s) to the City as part of its monthly report. ~~These animals do not have a specific holding period, but may be disposed of at any time upon the recommendation of a licensed veterinarian at the sole discretion of the Contractor or his or her designee.~~

~~(4)~~ Other Animals: ~~These animals do not have a specific holding period, but those that may be stray pets should be held as above.~~

~~(5)~~(4) Animal Redemption: Reclaimed Animals: Impounded animals will~~shall~~ be released to owners or custodians only upon proof of ownership, current license and payment of applicable fees and fines established pursuant to Title 7 of the Oak Harbor Municipal Code. ~~These~~ Any ~~individuals~~ representing him or herself~~themselves~~ as a custodian of the impounded animal must also~~should~~ provide written authorization for release from the owner or other sufficient evidence of authority to assume control of the animal on behalf of the owner.

~~(6)~~(5) Animal Quarantine: Dangerous Animals: Animals that have bitten people, or are suspected of having bitten people, shall be kept a minimum of ten (10) days from date of bite, for observation. Shelter ~~The holding facility~~ will house such animals in the absence of other available alternatives such as owner's home or a veterinary board facility. The animal's owner, if known, shall be responsible for payment of the applicable fees and costs.

~~(7)~~(6) Waiver of Fees: The Contractor agrees to release any animal without payment of impound fees and other charges, when ordered in writing by the Chief of Police.

~~(8)~~ Animal Destruction and Disposal: ~~The disposal and destruction of animals shall be accomplished at Contractor's expense, and in a manner approved by the State which will not subject the animal to unnecessary pain.~~

~~(9)~~ Sterilization: ~~All animals which fall under Contractor's ownership following any applicable holding period will be altered as long as service is available. Contractor agrees to pursue a one hundred percent (100%) effective spay/neuter rate.~~

~~(10) Feral Cats Trap, Neuter and Release: Contractor will provide spay and neuter to feral cats trapped under its trap and release program.~~

~~(11)(7) Citizen Complaints: All citizen complaints regarding animals shall be referred to the Oak Harbor Animal Control Officer ACO upon receipt.~~

43. CITY RETAINED AUTHORITY:

- A. Licensing: All licensing fees shall be established by the City.
- B. Animal Control: The City retains authority to enforce animal control services laws and regulations.
- C. Independent Fees: The City retains authority to establish impound fees for animals impounded pursuant to City ordinances. The Contractor may recommend changes in City fees.
- ~~D. Contractor retains the right to set all adoption, medical and surrender fees, and such other fees not governed by City ordinance.~~

54. HOURS OF OPERATION: The eContractor shall submit to the City, as Attachment A to this eContract, a schedule of its operating hours which shall include:

- A. Days and hours when the office and shelter holding facility are open to the public (a minimum of three (3) hours per day Monday through Friday for reclaiming of animals redemption as required by the Memorandum of Understanding between the Navy MOU and the City of Oak Harbor.
- B. A location where animals can be delivered by animal control officer ACO, NAS personnel and Oak Harbor Police Department personnel 24-hours per day.
- C. Days the office and shelter holding facility will be closed for City observed holidays.

All changes to the schedule must receive approval of the Chief of Police or his designee prior to becoming effective.

65. TREATMENT OF PUBLIC: Contractor ~~and City shall use good public relation processes so as to treat the public fairly and courteously in carrying out services required under this Contract.~~

~~7. CITY FIRST PROVISION: Contractor may accept animals for sheltering from persons residing outside the City, but Contractor shall give first priority and always maintain space for sheltering animals brought to the City shelter by Animal Control, NAS Personnel, Oak Harbor Police Department and citizens of the City of Oak Harbor. Animals shall be documented as to the jurisdiction they came from (City or County). The housing of such~~

~~animals will not interfere with space needed for animals impounded by animal control and shall present no danger to the impounded animals, nor create a nuisance due to overcrowding.~~

86. NAVY MOU: The City currently has an agreement with the Navy, authorizing use of their facility on the Seaplane Base located in Oak Harbor. In exchange, the Contractor is responsible for hours of operation as stated in the MOU. A copy of the current Memorandum of Understanding with the U.S. Navy is attached to this document as Attachment B. Should those facilities become unavailable, either party to this agreement Contract may terminate this Contract within thirty (30) days after they become unavailable. The Navy may restrict access to the base and/or this facility as it deems appropriate and the Contractor's use of the facility is subject to such restriction. Restrictions may include, but are not limited to, delay and access requirement of security clearance for employee. The City is not responsible for damages or costs incurred by reason of Navy actions.

97. COMPENSATION:

- A. The City shall pay to Contractor monthly payments of ~~Seven Thousand and Eighty Three Dollars, and Thirty Three Cents (\$7,083.33)~~ _____ for services under the eContract after the month for which the services are rendered.
- B. Additionally, City shall pay Thirty Dollars (\$30.00) per call-out for after hours (before 8 a.m. and after 5 p.m. or on Holidays) for service requests deemed necessary by Oak Harbor Police Department, upon proper billing by Contractor within thirty (30) days of service. City shall verify that the Contractor has provided the services required under this agreement- Contract in a form acceptable to the City.
- C. City shall pay ~~the cost of heat, water, sewer, utility costs for the current shelter holding facility while it is located at Bldg 297 NAS Seaplane Base,~~ as long as the Contractor is not in default of this agreement Contract.
- D. City shall be responsible for replacement of equipment purchased by the City due to normal wear and tear. Contractor will be responsible for notifying the City of replacement needs of City equipment in a timely manner to allow for inclusion in the annual City budget.
- E. ~~All monies obtained by the Contractor for impound, boarding and surrender fees, adoption and medical fees and other administration and redemption fees shall be retained by the Contractor. It is the desire of the City to initiate an aggressive licensing program.~~
- F. —The City shall retain all fines or penalties arising out of the issuance of citations for violation of the City's animal control ordinance, as now enacted or hereafter adopted.

108. CONTRACT TERM: This eContract shall begin on January 1, 2009 and end on December 31, 2009. Either party may terminate this Contract earlier by sixty (60) days written notice, with or without cause. The City reserves the right to immediately terminate this Contract without hearing or notice in the event of material default by the Contractor.

119. HOLD HARMLESS/INDEMNIFICATION:

A. Contractor shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers ~~harmless~~ from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this ~~Agreement~~ Contract, except for injuries and damages caused by the sole negligence of the City. No liability shall attach to the City by reason of entering into this ~~Agreement~~ Contract except as expressly provided herein.

B. An animal shall become the responsibility of Contractor at the point that the animal is placed or released into the ~~care and/or custody and control of the Contractor holding facility~~. Contractor shall hold the City harmless under the terms of this section for all claims arising out of the detention and custody of the animal. Accordingly, Contractor shall be held harmless by the City under the terms of this ~~Agreement~~ Contract for claims arising out of the ~~arrest or~~ detention of the animal or arising out of any situation occurring prior to the time that Contractor assumes ~~responsibility~~ ownership for the animal(s).

1210. THE PARTIES REPRESENTATIVES AND NOTICES: The Chief of Police shall be responsible for administration of this eContract. All reports, recommendations, and other correspondence will be directed to the Chief. ~~It shall be the duty of the Chief of Police to see that the terms of this contract are complied with, and to forward to the City Council all requests for changes in the policy requested by the Contractor.~~ The Contractor's Executive Director shall act as the Contractor's liaison with the City.

All notices to the City shall be mailed or personally delivered to the City of Oak Harbor Police Chief at his/her address:

860 SE Barrington Drive
Oak Harbor, WA 98277

All notices to the Contractor shall be mailed or personally delivered to its eExecutive eDirector at:

PO Box 1108
Coupeville, WA 98239

Either party may change its address by providing written notice by certified mail, return receipt requested.

1311. TAXES: Contractor will be responsible for payment of taxes applicable to its operations, including, but not limited to, business and occupation tax, sales tax, excise tax, income tax, employer's social security tax, employer's industrial insurance premium, employer's unemployment compensation premium. Contractor will be solely responsible to collect and transmit to the correct government office any employee taxes, assessments, or contributions which an employer is required to collect from employees and transmit, including, but not limited to, social security and income tax withholding.

1412. INSURANCE: ~~The Contractor shall assure that it and its employees and volunteers in connection with the contract are protected against the risk of loss by the following insurance coverage:~~

~~A. Worker's Compensation Insurance to the statutory limits.~~

~~B. General Commercial Liability Insurance of at least \$1,000,000 per occurrence; \$1,000,000 aggregate, combined Single Limit (CSL) and naming the City of Oak Harbor as an Additional Insured. The policy shall be primary to any policy the City may otherwise carry (Primary Coverage), and treat employees of the City in the same manner as members of the general public (Cross Liability Coverage).~~

~~C. Commercial Automobile Liability Insurance of at least \$1,000,000 per accident. (CSL), and naming the City of Oak Harbor as an Additional Insured. The policy shall be primary to any policy the city may otherwise carry (Primary Coverage), and treat employees of the City in the same manner as members of the general public (Cross Liability Coverage).~~

~~D. The above policies shall be issued by companies that meet with the approval of the City's Finance Director. The policies shall not be cancelled without at least 30 days written notice to the City as Additional Insured.~~

~~E. The Contractor shall provide a Certificate of Insurance and upon request a certified copy of the insurance policies with all endorsements as evidence of coverage. Approval of insurance is a condition precedent to full execution of this contract. Such proof shall be received by the City prior to beginning performance of the contract.~~

The Contractor shall provide insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

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

a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office

(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, volunteers and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability Insurance appropriate to the Contractor's profession.

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

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

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

- a. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- b. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

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

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

~~15~~13. RECORDS: Along with records specified in Section 32.B., the Contractor shall maintain accurate and complete records of all animals brought to the shelter in the performance of this Contract. The records shall contain the following information:

- A. Description of the animal, including its breed, color, size, sex, disposition, where and how the animal was obtained and the animal's owner, if known.
- B. Record of any citizen complaints regarding animals which have been referred to the ~~Animal Control Officer~~ ACO.
- C. All dangerous or potentially dangerous animals received by Contractor.
- D. Date, time, location, reason and manner in which the animal was obtained.
- E. Length of time the animal was placed in the animal shelter facility.

~~F. Final disposition of animals, including number of animals euthanized, adopted or redeemed.~~

~~G. Records of animals refused placement at the animal shelter by shelter staff, and the reason/s for refusal.~~

~~H. Records of animals placed on any "waiting lists," as well as any subsequent intake into the animal shelter.~~

~~I. Any additional information that may be required by the City through its regulatory laws. The above information shall be accessible to the City during normal business hours, upon request.~~

~~16. REPORTS:~~ At the close of each month, the Contractor shall provide the Chief of Police monthly statistical reports which will include the number of animals handled, adoptions made, strays returned, euthanasia performed and overall program results consistent with Contractor's current reporting format.

~~17~~14. FINANCIAL RECORDS AND AUDITS: The Contractor shall maintain complete and accurate records concerning the revenues derived by the Contractor under this Contract and/or shelter operations from whatever source including, but not limited to, revenues from

~~impound, administrative, boarding, reclaim and adoption fees. The records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. The Contractor shall allow the Finance Director or his designee, to examine and audit all of the Contractor's books and records which relate to this contract during regular business hours on regular business days. In addition, a financial statement of operations, in a format currently used by Contractor, will be provided for review to the City's Chief of Police and Finance Director each quarter. Within reasonable time after submittal of the report, the Contractor shall be available to discuss the report with the Chief of Police and City Council if requested.~~

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

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

18. ~~CONFIDENTIALITY: The Contractor, to the extent allowed by law, will keep all information it receives concerning complaints, names, addresses and phone numbers of complainants and the names and addresses and phone numbers of license holders confidential. The Contractor will, to the greatest extent possible, protect an individual's right of privacy and shall not circulate or permit the circulation of this information for purposes other than those related to the duties undertaken in this Contract. However, the Contractor is not prevented from releasing that information which may be necessary for the location of an animal's owner, or for the gaining of consent for medical treatment.~~

1915. NONDISCRIMINATION:

- A. The City is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Agreement Contract, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided, that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular

worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this ~~Agreement-Contract~~ as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

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

2016. AMENDMENTS: This eContract may be amended at any time by mutual written agreement between the parties.

21. PROHIBITED INTERESTS:

- A. ~~Conflict of Interest: No officer, employee, member or agent of either the City or the Contractor who exercises any functions or responsibilities in connection with the carrying out of this Contract shall have any personal interest, direct or indirect, in providing goods or services at a profit to the Contractor.~~
- B. ~~Contractor's Employees: No personnel employed by the Contractor shall acquire any rights or status in the City's Civil Service, or have any other form of governmental employment, nor shall they be deemed employees or agents of the City or any other government for any purpose other than as specified in this Agreement. The Contractor shall be responsible in full for the payment of its employees, including Worker's Compensation, insurance, payroll deductions, and all related costs.~~

2217. OAK HARBOR MUNICIPAL CODE CHANGES: The City Council reserves the right to amend, add or delete Title 7 of the Oak Harbor Municipal Code or other provisions of the Oak Harbor Municipal Code concerning animal control or care of animals at any time on its motion. The City Council also reserves the right to pass such general rules and regulations as it may deem necessary for the operation of the shelter and/or disposal area; provided, further, that changes in rules, regulations, ordinances and Title ~~Seven~~7 which result in additional work or change indirectly compensation, do not have to be undertaken by the Contractor unless mutually agreed to. It is further provided that changes in ordinances of the City or Title 7 of the Oak Harbor Municipal Code which cause additional work or change directly or indirectly compensation levels for the Contractor, that these occurrences shall be the basis for the re-evaluation of compensation levels under this Contract. Such changes shall be to reasonably compensate the Contractor and must be consistent with the principles and levels of compensation set out in this Contract. ~~If the parties cannot reach agreement, the issues involved shall be determined by arbitration as described below.~~

~~If the parties cannot agree, they mutually agree to submit to arbitration under this subsection any controversy or dispute arising out of such changes identified in this section.~~

~~Either party shall give written notice to the other of the existence and nature of any dispute proposed to be arbitrated in sufficient detail. If, within twenty days, the dispute is not resolved through negotiations pursued diligently in good faith, then either party may initiate arbitration by appointing a person to serve as one of the arbitrators and so advising the other party in writing. Within ten calendar days thereafter, the other party shall by written notice appoint a second person as an arbitrator and the two thus appointed shall select a third arbitrator to serve as chairperson of the panel of arbitrators. Such three arbitrators shall determine all matters by majority vote, provided, however, if the two arbitrators appointed by the parties shall be unable to agree upon the appointment of the third arbitrator within ten days after the appointment of the second arbitrator, both shall give written notice of such failure to agree to the parties, and, if the parties fail to agree up on the selection of such third arbitrator within ten days after the arbitrators appointed by the parties give such notice, then either of the parties upon written notice to the other may require such appointment from and pursuant to the rules of the American Arbitration Association.~~

~~The determination of the majority of the arbitrators shall be conclusive upon the parties. The majority of the arbitrators shall give written notice to the parties stating their determination and their findings of fact and conclusions of law, and shall furnish to each party a copy thereof signed by them within seven calendar days from the date of such determination.~~

~~Each party shall pay the cost of its own arbitrator. The parties shall each pay half of the cost of the third arbitrator.~~

~~Notwithstanding the availability of the dispute resolution mechanisms described above, the parties shall attempt to resolve all controversies or disputes arising under or related to this contract document through negotiations pursued diligently in good faith.~~

2318. INDEPENDENT CONTRACTOR: All activities performed by the Contractor, employees, volunteers or representatives are, for all purposes under this Contract performed as an independent contractor and shall not be deemed to be an employee or agent or representative of the City, and none of them shall be entitled to any benefits to which City employees are entitled including, but not limited to, overtime, retirement benefits, unemployment insurance, worker's compensation benefits, injury leave or other leave benefits. Contractor will pay all taxes as are connected with this operation including, but not limited to, employee taxes (such as industrial insurance and FICA) and federal, state and local taxes (such as income, excise and sales taxes). Contractor shall file a federal tax return showing expenses and any profits of the enterprise and shall maintain an account with the Washington State Department of Labor and Industries.

Contractor acknowledges that it is an independent contractor and that it is not a City of Oak Harbor agency or the agent of a City of Oak Harbor officer and agrees not to represent itself as such. All volunteers and any paid staff are volunteers and staff of Contractor and not of the City of Oak Harbor. Any uniforms or insignia used by Contractor shall not use the words "Oak Harbor."

2419. ASSIGNABILITY: The Contractor will use its best efforts, skill and independent judgment in providing high quality shelter service for the City. Contractor may not assign this eContract or any part of it to any other person or firm. The Contractor may hire employees; provided, the Contractor recognizes that it's right to use employees of its choice is necessarily limited by the Navy's needs and authority to control access to NASWI-SPB. The Contractor is responsible for supervision of any employees or volunteers.

2520. THIRD PARTIES BENEFICIARIES: This eContract is for the purpose of providing animal shelter services for the City of Oak Harbor and is for the general benefit of Oak Harbor and should not be construed as creating a right or benefit for any particular person or class of persons not a party to this eContract.

2621. NO WAIVER: Any failure or delay by City or Contractor in strictly enforcing the terms of this Contract shall not operate to waive or be deemed a waiver of the rights of the City or Contractor to require compliance that is full and to the letter of the Contract, or to thereafter require performance by City or Contractor in strict accordance with the terms of this Contract.

27. INTERPRETATION: ~~As a further condition of this Contract, the parties acknowledge that this Contract shall be deemed and construed to have been prepared and mutually agreed upon by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Contract, the prevailing party shall be entitled to recover from the other party all expenses which may be reasonably incurred in taking such action, including attorney's fees and costs, whether incurred in a court of law or otherwise.~~

EXECUTED, this _____ day of _____, 20__ for the WHIDBEY ANIMALS' IMPROVEMENT FOUNDATION.

President of the Whidbey Animals' Improvement Foundation

Executive Director of the Whidbey Animals' Improvement Foundation

EXECUTED, this the _____ day of _____, 20__ for the CITY OF OAK HARBOR.

Jim Slowik, Mayor

ATTEST:

Connie Wheeler, City Clerk

APPROVED AS TO FORM:

Margery Hite, City Attorney

DEPARTMENTAL APPROVAL:

Richard W. Wallace, Chief of Police

ATTACHMENT "A"

**ANIMAL SHELTER SERVICES CONTRACT
WHIDBEY ANIMALS' IMPROVEMENT FOUNDATION AND CITY OF OAK HARBOR**

Whidbey Animals' Improvement Foundation Operating Schedule

Open to Public for Viewing and Adoption
Wednesday through Sunday – 12 to 4 p.m.

Open for ~~r~~Redemption and Surrender of Animals
Monday through Sunday – 9am to 4pm

Animals being delivered to City can be left in the outside kennel which can be seen to the left of building when facing front of facility.

Holiday Closures

Shelter will be closed on the following holidays:

New Year's Eve
New Year's Day
Easter
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

All changes to the schedule must receive approval of the Chief of Police or his designee prior to becoming effective.

ATTACHMENT "B"

**ANIMAL SHELTER SERVICES CONTRACT
WHIDBEY ANIMAL IMPROVEMENT FOUNDATION AND CITY OF OAK HARBOR**

The following is the text of the Navy MOU:

**U.S. NAVY LICENSE FOR NONFEDERAL USE OF REAL PROPERTY
LICENSE NUMBER N4425596RP00T31 (series)
WITH THE CITY OF OAK HARBOR, WASHINGTON**

**OPERATING MEMORANDUM OF UNDERSTANDING FOR THE
USE OF NAVY FACILITIES FOR AN ANIMAL SHELTER**

1. The City of Oak Harbor ("City") use of Navy facilities for an animal shelter, pursuant to License Number N4425596RP00T31, shall be subject to the following conditions:
 - a. Routine inspection of the premises by authorized naval personnel shall be performed on a not-to-interfere basis.
 - b. The building and surrounding area shall be maintained in a clean and orderly manner at all times.
 - c. City animal control shall be limited to the following areas of Naval Air Station (NAS), Whidbey Island:
 - (1) All areas of the NAS Whidbey Island Seaplane Base;
 - (2) Mayor Point Housing;
 - (3) Victory Housing
 - (4) Saratoga Heights Housing;
 - (5) Rockhill Terrace Housing;
 - (6) Crescent Harbor Housing; and
 - (7) Whidbey ApartmentsAll other areas on the naval reservation will be controlled by NAS Whidbey Island Security.
 - d. Animals taken by NAS Whidbey Island Security will be turned over to the City attendant, who will keep them for 5 days prior to disposal. Return of animals so taken will not include the impound fee, but all other fees are applicable.

- e. The animal shelter facility shall be open for recovery of pets during the hours of 1:00 p.m. to 3:00 p.m., Monday through Friday.
 - f. City residents will be allowed entry to the Seaplane Base to recover pets.
 - g. The City animal shelter attendant shall double-bag all dead animals, and shall transport said animals to the transfer station on board the NAS Whidbey Island Ault Field Base for disposal. The City will assure compliance with applicable sanitary requirements.
2. The Navy will provide necessary utility services and will bill the City for these services on the basis of engineering estimates. Reimbursement by the City shall be due upon receipt of bills.
 3. The terms of this Memorandum of Understanding may be modified by mutual agreement.
 4. This Memorandum of Understanding shall remain in effect throughout the existence of License Number N4425596RP00T31 and any successor licenses for the use of Building 297 on board NAS Whidbey Island.
 5. This Memorandum of Understanding supersedes all previously executed memoranda of understanding concerning the City's use of Navy facilities for an animal shelter.

For Naval Air Station, Whidbey Island

For the City of Oak Harbor

_____/s/_____
 Name Gerral David, Captain, U.S. Navy
 Title: Commanding Officer

_____/s/_____
 Name: Jim Slowik
 Title: Mayor

Date: _____

Date: _____

~~\\City\dept-heads-assistants\WAIF 2010 Proposed Contract 5.doc;LGLAWORK\CIV2009\WAIF 2009 Proposed Contract 4 to ONPD.doc;\\City\dept-heads-assistants\WAIF 2010 Proposed Contract 6 to Council 12.7.10.doc~~

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

Bill No. 7
Date: December 7, 2010
Subject: SE Pioneer Improvements
Authorization to Advertise for
Bidding

**FROM: Cathy Rosen, Public Works Director
Eric Johnston, City Engineer**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Jim Slowik, Mayor
 Paul Schmidt, City Administrator
 Doug Merriman, Finance Director
 Margery Hite, City Attorney, as to form

PURPOSE

This agenda bill seeks authorization to advertise the SE Pioneer Way Street Improvements Project for competitive bidding.

AUTHORITY

The City has authority under RCW 35A.11.020 to enter into contracts for municipal operations such as the construction of capital improvements. OHMC 2.330.010 requires that all bids requiring more than one trade or craft in excess of \$30,000 be subject to a competitive bid process.

SUMMARY STATEMENT

The SE Pioneer Way Improvements Project involves the replacement and upgrade of street and associated improvements on SE Pioneer Way between City Beach Street and Midway Boulevard. The project involves the reconstruction of approximately 2,400 linear feet of roadway within seven downtown business district blocks, replacing pavement, sidewalks and appurtenances from building face to building face. The work includes the underground conversion of overhead power and telecommunications facilities, the installation of approximately 500 linear feet of 12-inch sanitary sewer, and pipe bursting of approximately 1,200 feet of 12-inch sanitary sewer. Additional work included but is not limited to, warm mix asphalt paving concrete curb and gutter and sidewalks, traffic control, fire hydrants installation, water service line installation, storm drainage water quality facilities, illumination and signal modifications, temporary erosion and sediment control, property restoration, and landscaping. The project is a GreenRoads™ pilot project that will require documentation and assistance by the Contractor. All work shall be in conformance with the Contract Plans, Contract Provisions and the 2010 Standard Specifications for Road, Bridge and Municipal Construction.

Attached are portions of the 90% project plans that show the extent of the roadway improvements. Final review by City staff (including Public Works, Development Services and Legal Departments) and the design engineer are currently underway.

Based on the attached projected schedule, the contract will require that the work be substantially complete by September 2, 2011. Substantially complete means that the public has full access and use of the project but that there may be some minor elements of work remaining. An incentive payment for early completion of approximately 2% (roughly \$70k to \$80k) of the value of the construction will be included in the contract. If the work is completed prior to August 1, 2011, the contractor will receive the full incentive. The incentive payment will be reduced on a prorated basis for each calendar day up to September 1, 2011. A penalty, or liquidated damage will be applied for work not completed by the specified completion date following the standard WSDOT formula for liquidated damages.

The attached schedule reflects one possible way for the contractor to proceed with the work. Limitations are being placed on how much of the work can be undertaken at one time. In basic terms the roadway and City utility work will be undertaken in two halves: City Beach Street to Dock Street and Dock Street to Midway Street. The overhead utility relocation work will not be limited in order to meet the September completion date. While it is reasonable to expect that the Contractor may choose to perform some elements of the project during nighttime hours, the contract requirements do not require night work as part of the project. Night work typically adds a 20% to 30% increase to the project cost and often is less productive than normal working hours. The contract does include prohibitions on work around the Holland Happenings events and other holiday periods including Presidents Day, Martin Luther King Day, Memorial Day and the July 4th Holiday.

Previous Council resolutions and the adopted 2009-2010 and 2011-2012 budgets include \$8.35 million in funding for the project. A summary of the project costs is attached. The project costs include the hard construction costs as well as the other estimated project related costs. Contingencies are built into the construction estimates.

While not required by OHMC 2.330, Council authorization to advertise for public bidding is consistent with recent practices. The attached resolution authorizes staff to advertise the project.

RECOMMENDED ACTION

Pass the attached resolution authorizing staff to advertise the project for bidding.

ATTACHMENTS

- Resolution
- Pioneer Way Cost Summary
- Proposed Schedule

MAYOR'S COMMENTS

RESOLUTION NO. 10-26

A RESOLUTION OF THE CITY OF OAK HARBOR AUTHORIZING ADVERTISEMENT FOR PUBLIC BIDDING OF THE SE PIONEER WAY IMPROVEMENT PROJECT.

WHEREAS, the City of Oak Harbor Capital Improvement Plan of 2008-2013 specifically lists the Pioneer Way Reconstruction and Streetscape Project as a prioritized public project to be undertaken within the capital improvement plan time period; and

WHEREAS, the SE Pioneer Way Improvement Project is a capital project within the Waterfront Development Branding and Marketing Program, the implementation of which is Goal Two of the Economic Development Element of the Oak Harbor Comprehensive Plan; and

WHEREAS, the City of Oak Harbor has issued a SEPA Mitigated Determination of Non-Significance on August 6, 2010 to which there has been no appeal; and

WHEREAS, the City of Oak Harbor has approved the necessary shoreline substantial development permit and that pending the statutory review by the State of Washington the environmental permitting for the project required prior to the start of construction has been completed; and

WHEREAS, the SE Pioneer Way Improvement project will reconstruct, upgrade, replace and repair sidewalks, streets, utilities, street lighting, pavement, landscaping; and

WHEREAS, the City of Oak Harbor has authority under RCW 35.68.010 to order to, reconstruct, and repair sidewalks, gutters and curbs along and driveways across sidewalks; and

WHEREAS, funding for the project is a combination of Real Estate Excise taxes (\$5,500,000), utility funds (\$1,850,000), and an Island County Economic Development Grant (\$1,000,000) and that all costs associated with the public improvements will be borne by the City; and

WHEREAS, the City Council through passage of resolution 10-16 has authorized funding for the project up to a total of \$8,350,000; and

WHEREAS, the City Council has as a matter of practice authorized the advertisement of significant public works projects and that such practice, while not required under either the RCW or OHMC is consistent with City Council goals for open government; and

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

1. That the City Engineer is authorized and directed to advertise the project for public bidding

PASSED and approved by the City Council this 7th day of December, 2010.

THE CITY OF OAK HARBOR

_____, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

Published: _____

PIONEER WAY COST SUMMARY
November 2010

Project Costs	pre- construction	Right of Way (approximate)	\$150,000
		Community Outreach Preconstruction (enviroissues)	\$94,000
		Design Fee (Per teet)	\$760,592
		subtotal	\$1,004,592
	hard construction cost	Roadway and City Utilities Reconstruction	\$4,143,900
		parking alternate	\$135,622
		Overhead Utility Undergrounding	\$1,063,298
		inspection/testing	\$75,000
		surveyor	\$128,000
		Construction Management	\$511,000
		other	\$185,000
		Public Art (1% of project)	\$80,000
		Contingency @ 9%	\$575,000
		subtotal	\$6,896,820
	soft construction costs	Extended Outreach	
		Enviroissues	\$150,000
		other (COC or other, approximate)	\$170,000
		direct costs (approximate)	\$74,500
		subtotal	\$394,500
	total project cost		\$8,295,912

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

Bill No. 8
Date: December 7, 2010
Subject: Pioneer Way Improvements
Professional Services – EnviroIssues

FROM: Steve Powers *SP*
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

JS Jim Slowik, Mayor
PS Paul Schmidt, City Administrator
DM Doug Merriman, Finance Director
MH Margery Hite, City Attorney, as to form

SUMMARY STATEMENT

This agenda bill requests approval of a professional services contract with EnviroIssues for assistance with the SE Pioneer Way Street Improvements Project. The contract, which has a not to exceed limit of \$149,897.46 will provide construction outreach for the project.

AUTHORITY

The authority to enter into agreements for improvements or use of real property is granted to the City of Oak Harbor under RCW 35A.11.020. This is a professional services contract.

SUMMARY STATEMENT

The Pioneer Way Improvements project will completely reconstruct an existing street and utilities within the heart of the community's downtown. As such it is one of the more significant and complicated public works projects undertaken by the City in recent years. City and contractor coordination with the affected businesses and property owners will be critical through the duration of the construction project.

BACKGROUND

A City Council workshop on the Pioneer Way Improvements project was held on October 27, 2010. This workshop presented a number of concepts to the Council including an overall project management approach, what is construction outreach and how might it be accomplished for this project, a marketing approach for the downtown and an estimated budget for these items. Please see Attachment 1 for the presentation used at the workshop.

DISCUSSION

Contract Scope of Work, Compensation and Direct Costs

As described in the attached scope of work, EnviroIssues will be responsible for a number of

activities intended to provide targeted construction outreach activities. Prior to and throughout construction on SE Pioneer Way, EnviroIssues will work with the City and the project team to communicate daily construction activities to businesses, shoppers, the Oak Harbor community and commuters in the area. EnviroIssues will be a key point of contact providing information to the general public and will track, communicate resolution and respond to community concerns and questions voiced during construction activities.

The contract timeframe is between January 1, 2011 and December 31, 2011. The scope of work includes five tasks as identified below. Specific deliverables are also listed; the completion date of these items will depend to a very large degree on the construction schedule.

- Task 1: Task management
- Task 2: In-person outreach readiness/execution
- Task 3: City-sponsored outreach events
- Task 4: Attraction-oriented promotional activities
- Task 5: City communications

The scope and fee assumes EnviroIssues will be available on-site in Oak Harbor for one day per week, with up to one additional day per month (for a total of five days per month). The on-going construction outreach activities will be accomplished on-site or from EnviroIssues offices.

The detailed scope of work (with compensation schedule) is included in the attached contract (Attachment 2). The fee for this service is \$149,897.46. This fee includes EnviroIssues labor costs of \$141, 223.46 and their direct costs of \$8,674.00. The fee does not include the City's estimated direct costs of \$74,040. A breakdown of the estimated direct costs is also included in Attachment 3. Please note this is an estimate: the City's actual direct costs will be determined by the number and scale of outreach activities undertaken. This is a time and materials contract. EnviroIssues will only be paid for work that is performed.

The proposed contract is for construction outreach services. It does not provide for the marketing activities as described by the Chamber of Commerce's Pioneer Way Revitalization: Marketing and Economic Stabilization Plan that was presented at the October workshop. It is anticipated that a separate agenda item will be presented to the Council on this topic.

Policy Consideration

During the construction of public works projects the City typically interacts with the affected property owners, businesses and the community through its contractor, design engineers (staff and/or outside engineers) and inspectors. The amount of direct staff involvement in this process is determined by the scale of the project and staff workload. This process is sufficient for most public works projects.

If the City Council decides a greater degree of public coordination than the norm is required for the Pioneer Way Improvements project, there are not sufficient staff resources to meet this desire.

Approval of this contract acknowledges that the level of desired public communication and interaction is greater than the norm and the available staff resource.

Justification

The scope of work proposed under this contract by EnviroIssues includes 1,683 hours of effort over a 12 month time. At current levels and workloads, City staff has neither the availability nor the expertise necessary to provide the same level of effort needed for this project.

Funding

Funding for this contract is included within the overall project budget of \$8,350,000 and is included in the adopted 2011-2012 Budget. A break-down of project revenue sources and estimated project expenses was included in the staff workshop presentation of October 27, 2010 (Attachment 1).

STANDING COMMITTEE REPORT

A workshop with the full City Council was held on October 27, 2010. That workshop discussed the concept of a construction outreach effort in detail. The proposed contract was presented to the Public Works and Utilities Standing Committee on December 2, 2010.

RECOMMENDED ACTION:

Authorize the Mayor to sign a professional services contract with EnviroIssues for construction outreach assistance on the Pioneer Way Street Improvements project with a not to exceed limit of \$149,897.46.

ATTACHMENTS:

- Attachment 1: City Council workshop PowerPoint presentation from 10/27/10
- Attachment 2: Proposed contract, scope of work and compensation schedule and
- Attachment 3: Estimated direct cost summary

MAYOR'S COMMENTS:

SE Pioneer Way Improvements Project

City Council Workshop

Wednesday, October 27, 2010

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Schedule



Design - 90% submittal schedule for Nov 1

- Finalize utility conversion plan
- Verify and confirm elevations, drainage, driveways
- Signage
- Finalize construction specifications
 - Incentives for early completion
 - Order of Work
 - Greenroads

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Schedule – Council Actions



- 2011-2012 Budget approval – Nov 2010
- Council authorization to advertise for Bidding - Nov 16, 2010
- Authorization for public art proposal request and 1% of budget for art (RFQ) – Nov 16, 2010
- Shoreline Permit consideration – Nov 16, 2010
- Tentative Contract Award – Jan 18, 2011
- Council consideration of service contracts – various dates
- Council award of public art contract - Feb 2011

Schedule - Other



- Property Rights for roadway work - Secured and completed as of October 11, 2010
- Individual meetings with property owners affected by utility conversion in November

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Budget



Pioneer Way Funding Sources

REET 1	\$ 2,500,000
REET 2	\$ 3,000,000
Economic Development Grant	\$ 1,000,000
Wastewater	\$ 1,000,000
Stormwater	\$ 650,000
Water	\$ 200,000
TOTAL	\$ 8,350,000

* reflects funding in 2009-2010 and 2011-2012 budgets

Pioneer Way Project Costs



Right of Way	\$150,000
Pre-construction community outreach	\$94,000
Design	\$760,592
Roadway Reconstruction	\$4,103,378
Overhead Utility Conversion	\$1,544,030
Contingency 15%	\$773,000
Public art (1%)	\$80,000
Extended outreach	\$250,000
Inspection/Testing	\$75,000
Surveying	\$35,000
Construction management	\$300,000
other	\$185,000
TOTAL	\$8,350,000

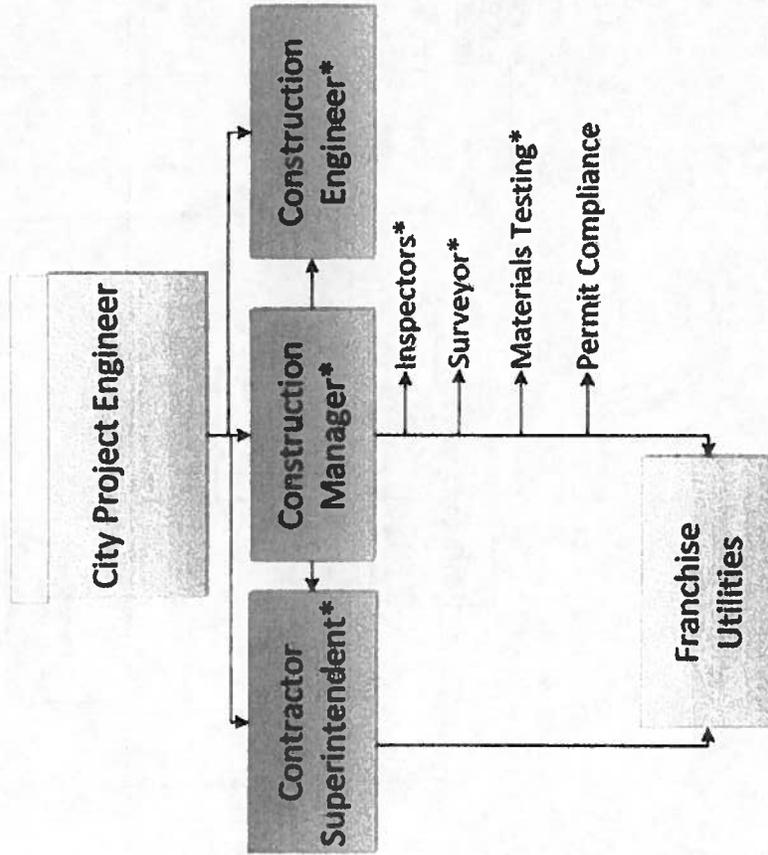
108

Project Management Plan Objectives



- Identify key points of contact and communication
- Provide redundancy within City staff
- Use of experienced specialists
 - Construction management
 - Outreach and communication
 - Construction Engineering
- Minimize contractor claims

Project Communication and Management Structure

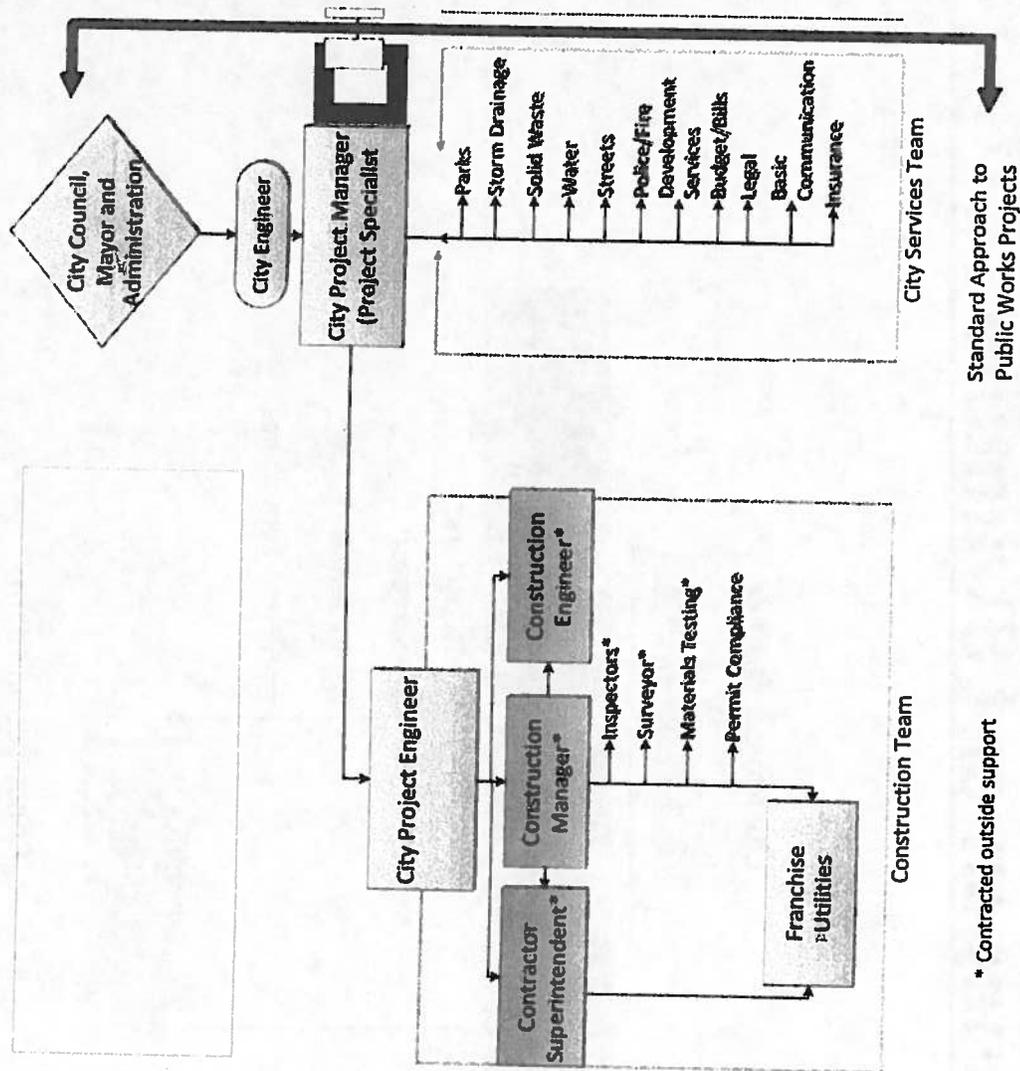


Construction Team

* Contracted outside support

110

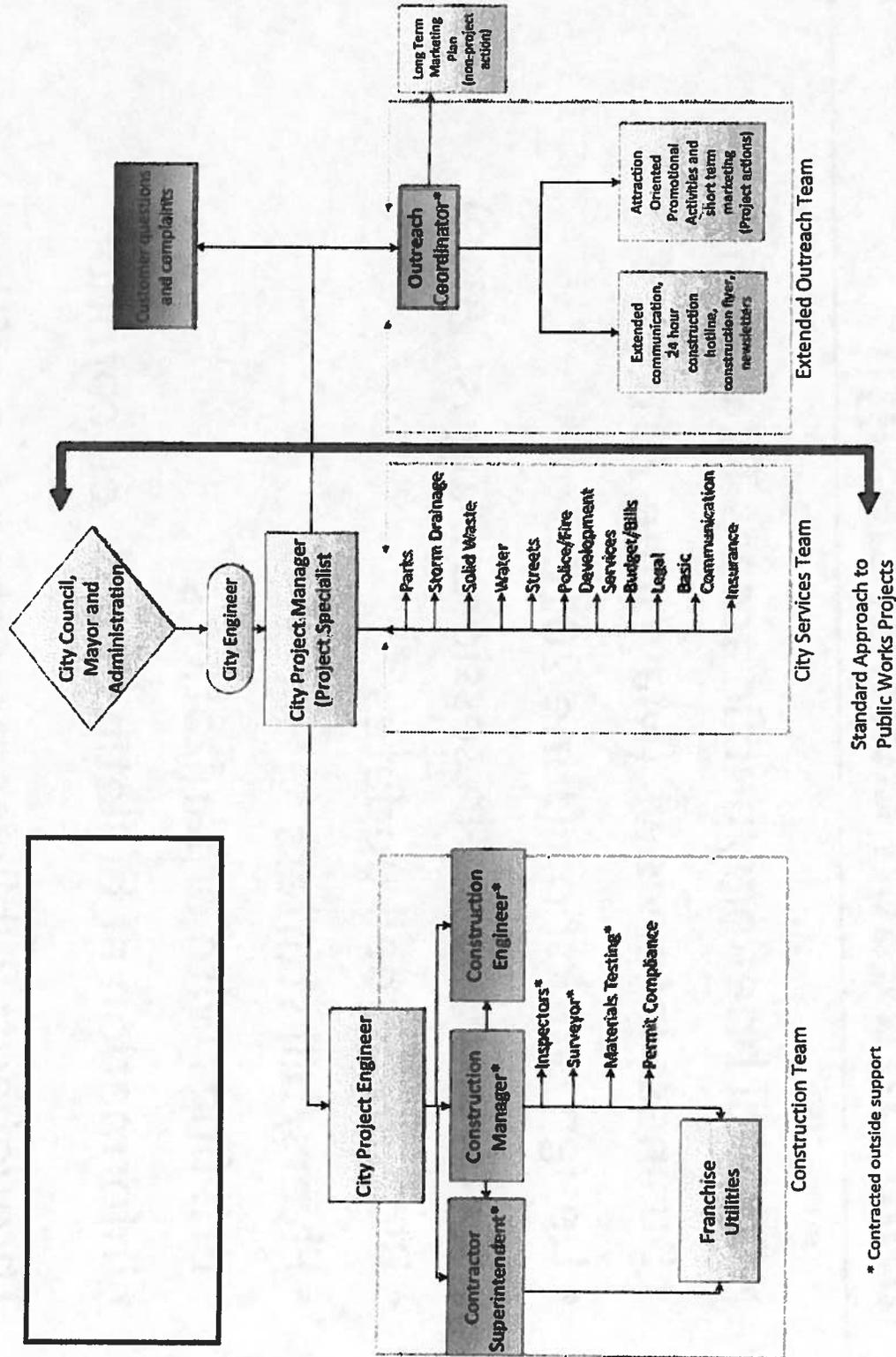
Project Communication and Management Structure



* Contracted outside support

Standard Approach to Public Works Projects

Project Communication and Management Structure



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Public Outreach During Design



- Council briefings/public access TV viewings
- Business interviews (May/June 2010)
- Design workshop (June 2010)
- Community drop-in sessions (August 2010)
- Blog and email updates
- Flyers/bill stuffers
- Briefings with organizations
- Information at bulletin boards on corridor

Throughout: Public comment opportunities

What is the reality of construction on Pioneer Way?



Common concerns during construction

- Lack of access to driveways or businesses
- Limited available parking
- Increased traffic on detour routes
- Utility impacts
- Increased noise, dust and/or vibration
- No/minimal advanced notification of construction activities
- “Construction fatigue”

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Oak Harbor Community Input



- Complete construction as soon as possible.
- Provide pedestrian and delivery access to businesses.
- Maintain a safe pedestrian corridor during work.
- Allow vehicle access to SE Pioneer Way during construction and maintain parking to the extent possible.
- Keep the affected public and the broader community informed of construction activities.
- Work with the businesses to maintain foot traffic and shoppers to the corridor during construction.

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What is "Marketing"?



"Marketing"

Construction
Outreach

Economic
Development
during
Construction

Long-term
Marketing
*(in traditional
sense)*

Outreach Objectives During Construction



- 'No surprises'
- Maintain vibrant business district
- Prompt response to community concerns
- Minimize complaints/misinformation
- Keep travelling public apprised of work
- Long-term economic vitality of Oak Harbor
- City to be source for project information
- Provide clear and accurate project information

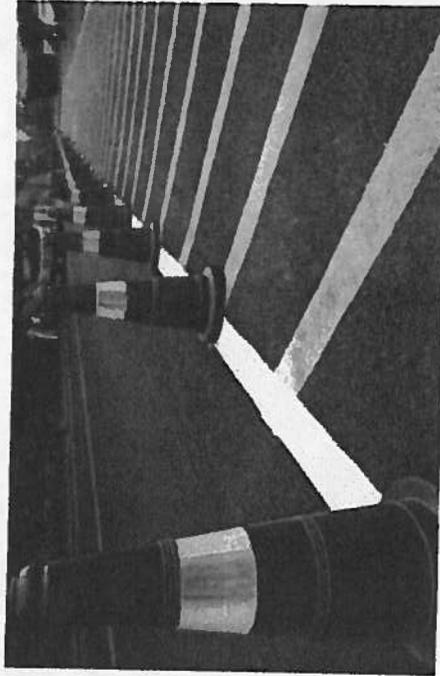
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Construction Outreach Elements



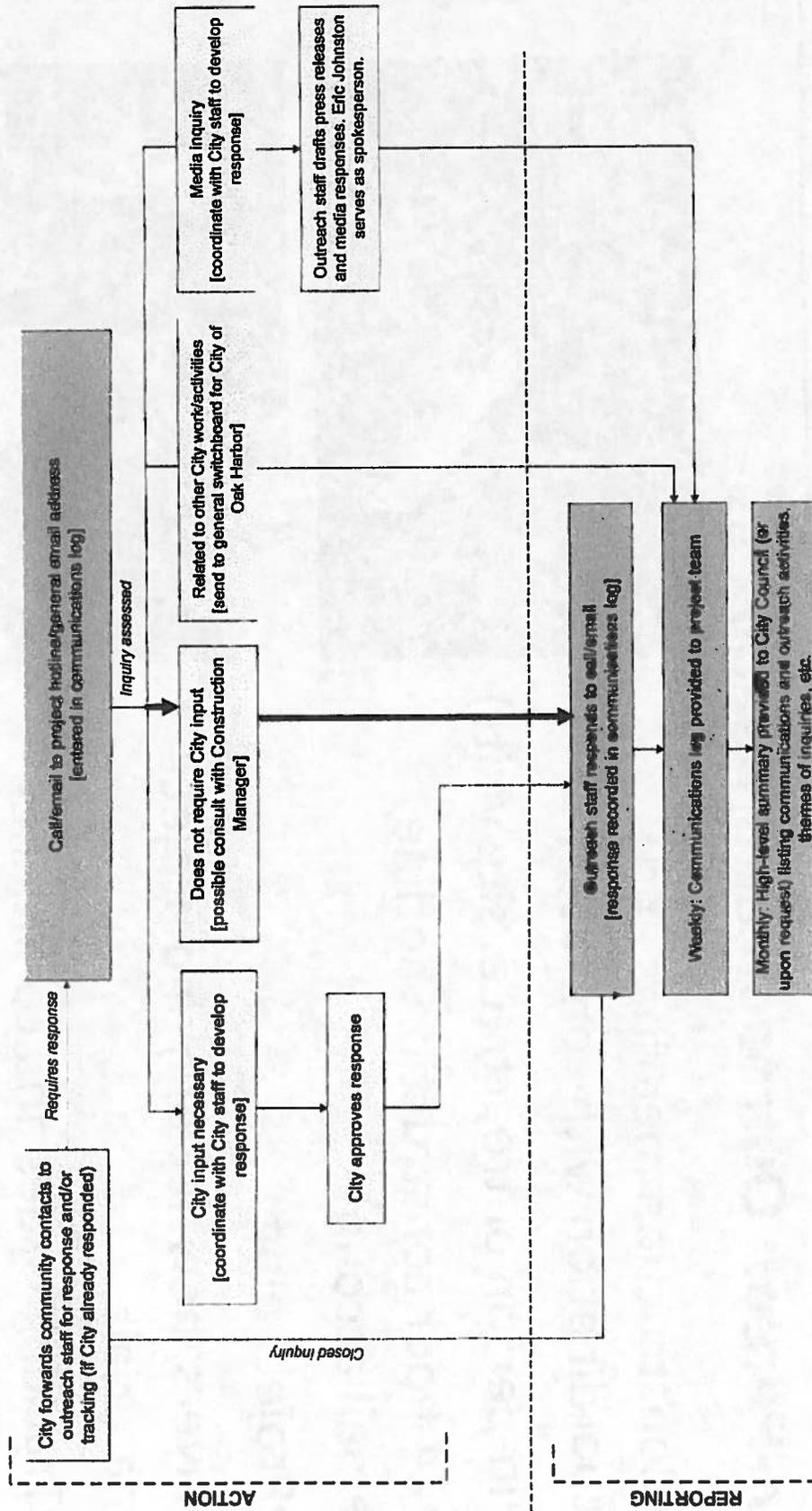
In-Person Outreach and Readiness

- Construction meetings and coordination with contractor
- In-person outreach (i.e. site visits)
- 24-hour construction hotline, email account
- Project blog
- Flyers, newsletters, and project materials
- Tracking issues and comments



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Communications Protocol



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Construction Outreach Elements



City Communications

- City Council briefings
- Media relations
- Community briefings



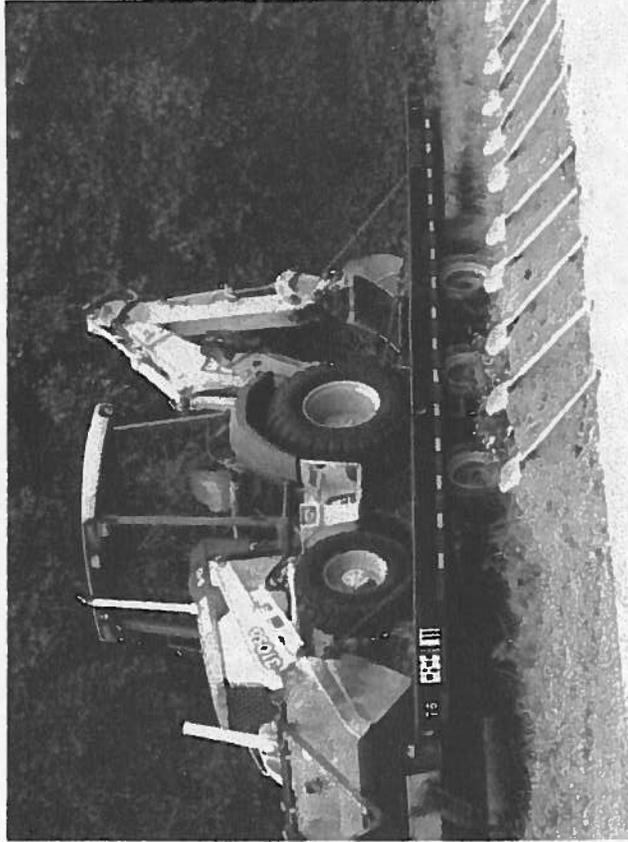
Construction Outreach Elements



City-Sponsored Outreach Events

- Meet the Contractor
- Kick-off event
- Groundbreaking event
- Ribbon-cutting ceremony

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Economic Development



- **Community Needs:** *Identifying the types of businesses and services that will meet the needs of the community and/or fit best in the downtown district.*
- **Business Recruitment Package:** *Development of a recruitment package including demographic information, incentives, images, long-term community goals, etc.*
- **New Business Recruitment:** *Active recruitment through phone calls, in-person visits, and developer tours of downtown focused on finding businesses to operate downtown and to create the mix of businesses that will foster a healthy long-term business community for both residents and tourists.*

Long-term Marketing



- New Business Recruitment
- Needs Assessment
- Business Recruitment Package

Integrated Preliminary Schedule (pre-construction)



	Timeline	Construction Outreach	Marketing
Oct 2010		<ul style="list-style-type: none"> Construction Outreach plan presented to City Council 	<ul style="list-style-type: none"> Marketing and Economic Development plan presented to City Council
Nov 2010		<ul style="list-style-type: none"> Construction Outreach plan approved by City Council Construction outreach toolkit prepared 	<ul style="list-style-type: none"> Marketing and Economic Development plan approved by City Council Harborside Shops website activated
Dec 2010	<i>Project to ad in early to mid December</i>	<ul style="list-style-type: none"> City Council briefing Project website updated in preparation of construction 	<ul style="list-style-type: none"> Advertising for SE Pioneer Way businesses Video launched featuring SE Pioneer Way business district Promotional sales effort begins (runs through construction) Holiday events on Pioneer Way [Events to be put on by City of Oak Harbor and Chamber of Commerce]
Jan 2011	<i>Contract awarded in late January</i>	<ul style="list-style-type: none"> City Council briefing Specialized signage placed in project area Pre-construction public meeting Groundbreaking ceremony 	<ul style="list-style-type: none"> Advertising for SE Pioneer Way businesses OH-Mazing Activity Night

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Integrated Preliminary Schedule (construction)



	Timeline	Construction Outreach	Marketing
Feb 2011	Construction begins	<ul style="list-style-type: none"> Advertising for SE Pioneer Way businesses Marketing events such as Shops and Hops and/or Art Walk 	<ul style="list-style-type: none"> General construction outreach ** City Council briefing
Mar 2011		<ul style="list-style-type: none"> Advertising for SE Pioneer Way businesses St. Patrick's Day Parade and additional marketing event 	<ul style="list-style-type: none"> General construction outreach City Council briefing
Apr 2011		<ul style="list-style-type: none"> Advertising for SE Pioneer Way businesses Holland Happenings 	<ul style="list-style-type: none"> General construction outreach City Council briefing
May 2011		<ul style="list-style-type: none"> Advertising for SE Pioneer Way businesses Promotional sales effort (renewed) Marketing event such as Girls Night Out (Heels and Deals) 	<ul style="list-style-type: none"> General construction outreach City Council briefing
June 2011		<ul style="list-style-type: none"> Advertising for SE Pioneer Way businesses Marketing events -- Summer Movie Night, Sunday Strolls 	<ul style="list-style-type: none"> General construction outreach City Council briefing
July 2011		<ul style="list-style-type: none"> Advertising for SE Pioneer Way businesses 4th of July Marketing event such as Eats in the Street or Pours in Stores 	<ul style="list-style-type: none"> General construction outreach City Council briefing
Aug 2011		<ul style="list-style-type: none"> Advertising for SE Pioneer Way businesses Car show Marketing event such as Late Night Sales Pig Roast 	<ul style="list-style-type: none"> General construction outreach City Council briefing
Sept 2011		<ul style="list-style-type: none"> Advertising for SE Pioneer Way businesses Marketing event such as Pioneer Days and/or Girls Night Out (Heels and Deals) 	<ul style="list-style-type: none"> General construction outreach City Council briefing
Oct 2011	Construction complete	<ul style="list-style-type: none"> Long-term marketing plan implemented 	<ul style="list-style-type: none"> City Council briefing Ribbon-cutting event

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Comments and Questions



Comments and Questions?

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Oak Harbor - SE Pioneer Way
 PROPOSED Direct Costs Breakdown - submitted by Envirolssues

Updated: 11/17/2010

Item	Notes	Qty	Cost	Quantity	Total
Day-to-day Construction Outreach (assumed part of outreach consultant contract)					
Copies	per page, for weekly flyers, etc.		\$ 0.10	10000	\$ 1,000.00
Color Copies/Binding	per page		\$ 1.00	720	\$ 720.00
Phone/long-distance/conference calls	lump sum		\$ 200.00	1	\$ 200.00
Database monthly maintenance fee			\$ 300.00	12	\$ 3,600.00
Mileage	Assume 25 trips (use company cars wherever possible to keep this to minimum)	125	\$ 0.55	25	\$ 1,718.75
Ferry - Mukiteo-Clinton (round trip)	Assume 30 trips (roughly half of all trips)		\$ 15.50	30	\$ 465.00
Parking			\$ 12.00	10	\$ 120.00
hotline set-up	lump sum; purchase phone + set up				\$ 250.00
hotline monthly fee			\$ 50.00	12	\$ 600.00
TOTAL DIRECTS FOR DAY-TO-DAY CONSTRUCTION OUTREACH					\$ 8,674

City Outreach Costs (assumed paid directly by City, coordinated by consultant)

Printing/mailing costs

display boards	general lump sum		\$ 150.00	15	\$ 2,250.00
postage for mailer of 23,000 x 3	Newsletter	3	\$ 0.23	23,000	\$ 15,870.00
printing of mailer (23,000 pieces) x 3	Newsletter	3	\$ 0.30	23,000	\$ 20,700.00
mailhouse	lump sum for list purchase/mailhouse services for saturation mailings	3	\$ 500.00	1	\$ 1,500.00
postage for postcard mailer of 23,000	postcard - for attraction-oriented events	3	\$ 0.23	23,000	\$ 15,870.00
printing of mailer (23,000 pieces) x 3	postcard - for attraction-oriented events	3	\$ 0.15	23,000	\$ 10,350.00
mailhouse services	lump sum for list purchase/mailhouse services for saturation mailings	3	\$ 500.00		\$ 1,500.00

Event Materials

Location and/or materials rentals (potential of 6)	lump sum; assume could be chairs, specific venue rental, etc.		\$ 200.00	6	\$ 1,200.00
event extras (groundbreaking/ribbon cutting), including potential giveaway/commemorative item	lump sum		\$ 300.00	2	\$ 600.00
refreshments	for any event		\$ 200.00	3	\$ 800.00
event extras (attraction events)	lump sum; could be decorations, balloons, etc.		\$ 100.00	3	\$ 400.00
event extras materials - tents, speakers/media inputs, etc.	lump sum; available for any event		\$ 1,500.00	2	\$ 3,000.00

TOTAL CITY DIRECTS FOR OUTREACH EVENTS \$ **74,040**

TOTAL DIRECT COSTS \$ **82,714.00**

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ATTACHMENT 3

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 8th day of December, 2010, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and EnviroIssues, hereinafter referred to as the "SERVICE PROVIDER/CONSULTANT".

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

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

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

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

1. Scope of Services.

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

2. Term.

The Project shall begin on January 1, 2011, and shall be completed no later than December 31, 2011, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

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

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

3.3 The CITY shall pay the SERVICE PROVIDER/CONSULTANT for work performed under this Agreement as follows: Not more than monthly for services provided in the preceding month not to exceed a total of \$149,897.46.

4. Reports and Inspections.

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

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

5. Independent Contractor Relationship.

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

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

6. Service Provider/Consultant Employees/agents.

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

7. Hold Harmless/Indemnification.

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

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

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

8. Insurance.

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

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

a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the SERVICE

PROVIDER'S/CONSULTANT'S Commercial General Liability insurance policy with respect to the work performed for the CITY.

- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S/CONSULTANT'S profession.

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

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

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

- a. The SERVICE PROVIDER'S/CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the SERVICE PROVIDER'S/CONSULTANT'S insurance and shall not contribute with it.
- b. The SERVICE PROVIDER'S/CONSULTANT'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

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

8.5 Verification of Coverage. SERVICE PROVIDER/CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement,

evidencing the insurance requirements of the SERVICE PROVIDER/CONSULTANT before commencement of the work.

9. Treatment of Assets.

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

10. Compliance with Laws.

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

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

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

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

Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

11.3 **Nondiscrimination in Services.** The SERVICE PROVIDER/CONSULTANT will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER/CONSULTANT shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

12.1 The SERVICE PROVIDER/CONSULTANT shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER/CONSULTANT not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Changes.

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

14. Maintenance and Inspection of Records.

14.1 The SERVICE PROVIDER/CONSULTANT shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all

reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

15. Other Provisions.

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

16. Termination.

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

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

17. Notice.

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

18. Attorneys Fees and Costs.

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

19. Jurisdiction and Venue.

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

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

20. Severability.

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

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

21. Entire Agreement.

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

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

CITY:

SERVICE PROVIDER/CONSULTANT:

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

EnviroIssues
101 Stewart Street, Suite 1200
Seattle, Washington 98101

Jim Slowik, Mayor

Attest:

Connie Wheeler, City Clerk

■ EnviroIssues

Scope of Services

Construction Outreach for the SE Pioneer Way Improvements Project

November 2010

PROJECT BACKGROUND

The City of Oak Harbor Public Works Department (CLIENT) has been working to ready SE Pioneer Way for conversion from a two-way street to a one-way street as part of a broader downtown streetscape improvement and revitalization effort. Design of the corridor has been underway since early 2009; along the way, input has been gathered that has influenced design of the project, as well as construction planning. The project is now headed to construction in early 2011.

"Doing this project right" means that businesses and the community understand the reason for the project, have input into the final outcome, and are able to survive and thrive during roadway construction. EnviroIssues (CONSULTANT) has been involved in the SE Pioneer Way Improvements Project, specifically to assist with the input gathering and community outreach effort. This scope of services includes targeted outreach activities considered to be follow-on work to assist with construction outreach.

APPROACH TO CONSTRUCTION OUTREACH

Prior to and throughout construction on SE Pioneer Way, CONSULTANT will work with the CLIENT and the project team (contractors, consulting engineers) to communicate daily construction activities to businesses, shoppers, the Oak Harbor community and commuters in the area. CONSULTANT will be a key point of contact providing information to the general public and will track, communicate resolution and respond to community concerns and questions voiced during construction activities. The approach to community relations for this project is to set realistic public expectations, maintain foot traffic on SE Pioneer Way and minimize surprises.

GENERAL PROJECT ASSUMPTIONS

Activities outlined within this scope of services are assumed to be implemented between January 1, 2011 and December 31, 2011, for total contract duration of 12 months.

- The CONSULTANT will work collaboratively with City of Oak Harbor staff/project manager, in addition to other Consultants/contractors, to complete the scope of work. To create work products, especially those being disseminated to the public, CONSULTANT will work with Project Manager and other team members to ensure accuracy of information prior to distribution.
- Each work product will go through one review via one conference call to resolve comments.
- Invoices will be submitted to CLIENT on a monthly basis.
- Related to direct costs: no direct-buy display or online advertising is included in this scope of work or associated budget; all direct costs related to mailings, including printing and postage required are assumed to be billed directly to CLIENT; any direct costs for construction outreach/marketing mechanisms are assumed to be billed directly to CLIENT, with CONSULTANT coordination assistance.
- Direct costs included in the scope of work are for a construction hotline, online database, mileage, parking, ferry expenses and in-house printed copies of project materials.

SPECIFIC CONSTRUCTION OUTREACH ACTIVITIES

A Construction Outreach Plan has been prepared for this project as part of an earlier scope of work. To achieve the objectives identified in the Construction Outreach Plan, CONSULTANT will conduct the following construction outreach tasks for the SE Pioneer Way Improvements Project:

Task 1: Task Management

The CONSULTANT will:

- Prepare and submit monthly invoices related to this scope of services, with progress report of work completed during invoice period.

Deliverables under Task 1:

- Monthly progress reports and invoices; twelve (12)

Task 2: In-Person Outreach Readiness/Execution

The CONSULTANT will be available on-site in Oak Harbor for one day per week, with up to one additional day per month (for total of five days per month). It is assumed that availability would be at contractor trailer and/or another to be determined location within the project corridor or at City Hall. Weekly on-site activities will include:

- **Weekly Construction Meeting Attendance:** Attend weekly construction meetings with the contractor. CONSULTANT will provide a communications update for the week and track the overall status of project communications.
- **E-mail Alerts:** Based upon weekly construction meetings, CONSULTANT will draft and send timely e-mail alerts to the project listserv to inform people about upcoming construction activities and traffic interruptions. E-mail alerts assumed to be weekly during construction activities.
- **In-person Outreach:** Based upon weekly construction meetings, CONSULTANT will conduct site-visits and regularly visit the properties affected by construction activities. CONSULTANT will be available for office hours each week, likely on the day of the same day as the weekly construction meeting.
- **Project Blog:** CONSULTANT will post project materials and regular construction updates on the project blog on a weekly or as needed basis.

Ongoing construction outreach activities that may be completed on-site or from consultant home office will include:

- **24-Hour Construction Hotline and E-mail Account:** CONSULTANT will set up and maintain a 24-hour local construction hotline and e-mail account (and internal tracking) for community concerns. Urgent issues will be forwarded to the appropriate team members to address. Each call/e-mail as well as the response will be logged in the Construction Communications Log.

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- **Project Information Signs:** CONSULTANT will provide content for standard signage, variable message signs (VMS), and specialized signage to help provide information to users of the corridor and visitors to downtown Oak Harbor.
 - **Construction Fliers and Printed Information:** CONSULTANT will create and regularly distribute construction notices to keep the nearby properties informed of specific construction activities. CONSULTANT will also develop and distribute project fact sheets and newsletters.
 - **Construction Newsletters:** CONSULTANT will produce three newsletters as part of this contract to inform a broader Oak Harbor audience about ongoing construction activities. Newsletters may also serve as notification/invitation to "City-Sponsored Outreach Events" noted in Task 3.
 - **Contact and Communications Database:** CONSULTANT will use the developed contact and comment database to track comments, questions and other contact with community members during construction. CONSULTANT will also use the comment database for easy address contact list generation. At the conclusion of CONSULTANT involvement with this project, all data will be exported from this database into format compatible with Microsoft Office products, and provided in spreadsheet format to CLIENT.
 - **Construction Communications Log:** Using the contact/communications database, CONSULTANT will log all communications with the public and include the date and time of each communication as well as contact information, a description of the question or concern, and the steps taken to resolve any issue. CONSULTANT will provide the log at the weekly construction meetings or as necessary.
 - **Project Contact Cards:** CONSULTANT will develop contact cards that list the 24-hour construction hotline phone number, project e-mail account and project blog.
 - **Public Outreach Summary:** Upon completion of construction, CONSULTANT will prepare a final public outreach summary and overview of the outreach approach.

Deliverables under Task 2:

- E-mail alerts; up to 32
- Blog updates; up to 32
- Construction fliers; up to 32
- Project fact sheet; one (1) and two (2) updated versions
- Project newsletter; one (1)
- Weekly communications report; up to 32
- Project contact card
- Public Outreach Summary

Task 3: City-Sponsored Outreach Events

The CONSULTANT will assist with the following events:

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- **Meet the Contractor Kick-off:** Prior to the start of construction, CONSULTANT will plan an opportunity to meet the contractor. Format is assumed to be within the project area, where the team will set up a tent on Pioneer Way and be available to answer questions. CONSULTANT will develop necessary materials for this information tent and will set-up, staff event and produce a meeting summary.
 - **Groundbreaking Ceremony:** CONSULTANT will support CLIENT and attend a groundbreaking ceremony. CLIENT will lead this activity and will line up speakers, coordinate an area to perform the event and procure necessary PA system, tent, banners, signage, etc. CONSULTANT will provide staffing for the event for up to two persons. Contractor may bring large excavator or other construction equipment.
 - **Ribbon-cutting Event:** CONSULTANT will support CLIENT and attend a ribbon-cutting event. CLIENT will lead this activity and will line up speakers, coordinate an area to perform the event and procure necessary PA system, tent, banners, signage, etc. CONSULTANT will provide staffing for the event for up to two persons.

Deliverables under Task 3:

- Meet the Contractor Event meeting materials
- Meet the Contractor Event coordination and staffing
- Meet the Contractor Event summary
- Groundbreaking ceremony coordination and staffing
- Ribbon-cutting event coordination and staffing

Task 4: Attraction-Oriented Promotional Activities

The CONSULTANT will assist with:

Additional Events: CONSULTANT will coordinate with the economic development effort related to construction, to support up to three (3) additional attraction-oriented, promotional events to help keep foot traffic along the corridor during construction.

Deliverables under Task 4:

- Event plan; three (3)
- Notification postcards; three (3)
- Event coordination and staffing; three (3)

Task 5: City Communications

The CONSULTANT will support ongoing communications, led by CLIENT:

- **Media Relations:** CLIENT will lead media relations during construction. CONSULTANT will prepare traffic advisories and press releases as needed, and submit to the CLIENT for approval and distribution. It is assumed up to three (3) traffic advisories and up to three (3) press releases will be developed by CONSULTANT.

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- **City Council Briefings:** CLIENT will lead this activity. Each month CONSULTANT will provide support in developing presentation materials/slides. It is assumed that CONSULTANT will attend up to two (2) Council briefings during construction.
 - **Community Briefings:** CLIENT will lead this activity. Each month CONSULTANT will provide support in developing presentation materials. It is assumed that CONSULTANT will attend up to two (2) community briefings during construction.

Deliverables under Task 5:

- Traffic advisories; three (3)
- Press releases; three (3)
- Presentation materials (PPT or printed materials); three (3)

Compensation Schedule

**City of Oak Harbor - SE Pioneer Way Improvements - EnviroIssues
Community Relations and Construction Outreach**

LABOR COSTS By Task	
Task 1: Project Management	
<i>Total Hours this Task</i>	<i>Total Cost this Task</i>
13	\$ 1,196.86
Task 2: In-Person Outreach	
<i>Total Hours this Task</i>	<i>Total Cost this Task</i>
1189	\$ 97,991.11
Task 3: City Sponsored Outreach Events	
<i>Total Hours this Task</i>	<i>Total Cost this Task</i>
162	\$ 14,137.78
Task 4: Attraction-Oriented Promotion Activities and Ongoing Marketing	
<i>Total Hours this Task</i>	<i>Total Cost this Task</i>
240	\$ 20,291.00
Task 5: City Communications	
<i>Total Hours this Task</i>	<i>Total Cost this Task</i>
92	\$ 8,819.89

LABOR COSTS By Staff & Rates***				
Staff Name	Position	2011 Rate	Total Hours	Total
Erin Taylor	Project Manager/Associate 3	\$ 117.42	380	\$ 44,619.60
Katie Fredlund	Associate 1	\$ 76.22	847	\$ 64,558.34
Amanda Cox	Project Coordinator	\$ 57.68	296	\$ 17,073.28
Lisa Roeser / Katherine Andrews	Graphic Designer	\$ 97.85	136	\$ 13,307.60
TBD	Information Systems Associate III	\$ 70.04	24	\$ 1,680.96
Total			1,683	\$ 141,239.78

Summary	
Total Labor Cost	\$ 141,239.78

***EnviroIssues revises salary and overhead rates on January 1 each year. These rates reflect 2011 rates, which would be adjusted if project were to be extended beyond 2011.

DIRECT COSTS COVERED BY CONSULTANT	
Total cost for construction outreach expenses (hotline, printing of flyers, mileage)	\$ 8,674.00

DIRECT COSTS COVERED BY CITY	
Total cost for outreach events (notification printing and postage, venue expenses, printed materials)	\$ 74,040.00

TOTAL COSTS COVERED BY CITY	
Total labor cost - consultant	\$ 141,239.78
Total direct costs - consultant (hotline, printing of flyers, mileage)	\$ 8,674.00
Total Consultant Contract Budget	\$ 149,913.78
Total direct costs - City (notification printing and postage, venue expenses, printed materials)	\$ 74,040.00
Total construction outreach cost	\$ 223,953.78

Recommended Construction Outreach Plan

City of Oak Harbor

SE Pioneer Way Improvements Project

October 2010



Outreach Plan Purpose

The purpose of this plan is to provide the City of Oak Harbor with a recommended strategic approach for communicating with the public during construction of the SE Pioneer Way Improvements Project. This plan identifies stakeholders and target audiences and identifies outreach activities and tools that will be helpful prior to and during construction. This plan is a living document and will be updated as necessary to accurately portray the communications approach being followed for the project. This plan was produced by public outreach consultant EnviroIssues to outline the recommended approach for communications with the public during construction.

Project Overview and Schedule

The SE Pioneer Way Improvements Project consists of infrastructure improvements including replacement and undergrounding of utility services as well as the redesign of SE Pioneer Way between SE City Beach Street and SE Midway Boulevard. The goals of this project are to upgrade utilities and infrastructure, enhance pedestrian and vehicular safety, improve vehicle capacity and traffic flow, and provide new street amenities along SE Pioneer Way. The City plans to reach 100% design by December 2010 with construction slated to begin in early 2011.

Key Audiences

Prior to and during construction, the City of Oak Harbor will keep the following audiences informed of the project and construction plans:

- **Businesses on SE Pioneer Way:** Businesses along SE Pioneer Way will be most intimately impacted by a changing streetscape and construction. During project design, staff worked to establish relationships with business and property owners to facilitate open communication and dialogue throughout the project. Throughout construction, outreach staff will visit businesses often to update them of project work and address specific concerns when possible.
- **Businesses and residences on streets adjacent to SE Pioneer Way:** Residents and businesses on streets near SE Pioneer Way will also be kept informed of the project, as detour routes and haul routes during construction as well as final designs may affect future traffic patterns in and around SE Pioneer Way. During construction, outreach staff may distribute construction announcements to these residents and business owners in-person and these stakeholders will be invited to project events and meetings and will be encouraged to provide input.
- **Organizations:** Organizational and community groups, such as the Chamber of Commerce and Harborside Merchants Association, will be kept informed during project construction. Briefings may be organized to keep community organizations informed and ensure project updates are shared with constituents of the organizations as appropriate.
- **Community at large:** Efforts will be made to ensure the community of Oak Harbor is informed of the project and is updated at specific project milestones. A project newsletter will be distributed to an identified expanded project mailing area to inform the broader community of project plans once 100% design is reached. Representatives from organizations and community

groups can help spread important project information and the project blog will be updated regularly and include the most recent construction information.

Potential Public Impacts to Consider

It is important to identify and anticipate potential public impacts from construction ahead of time to minimize the impacts on nearby businesses and residents.

Potential direct impacts on any construction project (to nearby businesses and residents) can include:

- Construction hours
 - Night work
 - Weekend work
- Contractor courtesies (language, cigarettes, garbage, back-ups, sirens, contractor parking, etc.)
- Noise, dust and vibration
- Impacts to business operations
 - Limited/lack of access
 - Deliveries
- Temporary utility interruptions
- Property damage
- Parking
- Sidewalk/pedestrian access
- Storage of work site materials and vehicles

Potential broad impacts (to the traveling public and commuters) include:

- Hours of construction (during peak hours)
- Public facilities access (parks, schools, transit center, etc.)
- Safety
- Parking
- Traffic plans
 - Detour routes
 - Congestion
 - Haul routes
 - Flagging
 - Signage

City policies and resources may need to be established and/or adopted by City Council in order to provide consistent and clear responses to the public's concerns during construction and support outreach efforts. Communicating these policies, along with any planned contractor restrictions, during construction will help demonstrate to the public that the City has thought ahead about possible concerns and put in place measures to efficiently address potential impacts.

Common Community Questions

During construction, the project team, Oak Harbor City Council members, and City of Oak Harbor staff can expect to be asked a number of common questions from directly-affected businesses and residents, and the larger Oak Harbor community. It is important that the project team and local elected officials understand the communications protocol and are able to direct questions and concerns to the project hotline and/or be ready with consistent responses. The communications team will work with City staff to compile and provide answers to these questions prior to and during construction.

- How is the City working with property and business owners to address impacts?
- How is this project funded?
- How much will it cost to underground utilities at my property?
- Will access to businesses always be maintained?
- When will work be directly in front of my business?
- Will I be compensated for lost business due to construction impacts? How will the City help support businesses during construction?
- What do I do if there is damage to my property because of construction work?
- What type of signage will be provided during construction?
- When will _____ construction (*technique, type or phase*) be completed?

Pre-Construction Outreach Activities and Tools Development

Outreach activities planned before project construction provide local businesses and residents the opportunity to meet the project design team and get information about current and upcoming construction activities that may affect them. These outreach activities will help the team build relationships with the public, create awareness about project, and establish the City and the project team as a credible source of information.

Business Interviews (May 2010 - complete)

Prior to construction, in-person interviews with business owners and business managers along the construction corridor were conducted. Through these interviews, information was collected about special needs and access, business hours and deliveries, construction sensitivities, power and water interruptions for utility work and other concerns. Information from the interviews has informed construction planning.

Design workshop (60% Design, June 2010 - complete)

A design workshop was held to provide the community an opportunity to give input on proposed corridor aesthetic improvements along SE Pioneer Way. Design workshop participants were asked to comment on different design plans and aesthetic elements including benches, sidewalk surface patterns, tree location and planters, and signage. Input provided informed the selection of specific corridor aesthetics planned for SE Pioneer Way.

Construction Planning "Drop-in Sessions" (August 2010 - complete)

Two construction planning drop-in sessions were held to inform the business and property owners located along SE Pioneer Way of the most recent design plans for the corridor, preliminary construction planning efforts, and selected aesthetic elements planned for SE Pioneer Way.

City Council/Committee Briefings (October 2010)

As the project nears construction, the City Council and/or the Public Works Committee will be briefed on project progress, proposed construction outreach plans, and public input received to date.

Specialized Signage (November/December 2010)

Specialized construction signage to indicate "businesses are open" will be developed as construction nears. This signage will be intentionally developed prior to the start of construction so it can be placed throughout the project area along with standardized construction signage.

During Construction Outreach Activities

Outreach during construction will ensure that businesses and residents are informed of the project progress, schedule, and anticipated construction activities or changes. Some activities listed help outreach staff stay informed; others will be conducted to ensure the wider public is informed.

Weekly Construction Meetings

Outreach staff should attend weekly construction meetings with the contractor. Community outreach will be included on the agenda to provide an opportunity to discuss and resolve potential impacts. At each meeting, outreach staff will report on activities affecting community members and discuss ongoing, past, and projected future impacts. Discussion of outcomes or resolutions to community concerns will be included in meeting notes.

Several common and unnecessary complaints from the community can be minimized if they are discussed and solved in weekly meetings. These may include:

- Suitable parking so contractor employees do not park in private lots or on private property, which often causes problems for employees of nearby businesses and local residents.
- Having contractor employees pick up lunch litter and debris (cigarette butts are one of the worst offenders!). If it is not picked up and allowed to pile up, it often blows through a neighborhood. Encouraging the contractor to keep sufficient garbage cans on-site and regularly empty them is important.
- Avoid use of unsuitable language in areas where citizens are likely to hear.
- If unscheduled noise or other impacts are expected to start, tell outreach staff so that they can proactively inform nearby properties.
- Contractor should not start work or machinery before permitted times or work past permitted work times.
- Control of dust from construction and hauling activities.

Outreach staff can help the Construction Manager and inspectors identify potential community concerns in the field as well as in meetings to stop them from becoming persistent problems.

In-Person Outreach

There are many businesses located along or near the construction corridor that will benefit from consistent and timely project information. Throughout construction, outreach staff would be on-site at least one day a week to answer questions and receive feedback from the community. Many tools including construction flyers, e-mails, and more will help supplement this in-person outreach and will help keep affected businesses and residents informed about construction. See the "Construction Communications Tools", page 6, for a summary of outreach tools.

It will be important for the outreach staff to stay out ahead of the construction to inform business owners, property owners and residents of expected construction-related impacts, and anticipate issues that may arise. These activities may include site walks and visits with business owners or affected

neighbors, telephone calls, and/or e-mail correspondence, depending on the situation and people's preferences.

In-person visits will also be useful to inform businesses and residents of upcoming construction activities especially if they will have significant or long-term impacts. Outreach staff can schedule and coordinate meetings with businesses and residents on or near the construction site that will be affected by construction activities or staging. In general, these meetings will be held to provide more information about specific construction activities, coordinate property specific issues, and help sufficiently plan for construction utility and road use activities.

The following sites, people and/or organizations will be frequently communicated with during construction:

- Businesses, property owners, and managers
- Tourists and shoppers
- Public transit providers (Island Transit) and Oak Harbor school district (school buses)
- U.S. Postal Service and package delivery providers
- Naval Air Station
- Skagit Valley College
- Emergency responders

Businesses and residential neighbors will get to know the contractors and team members as construction progresses. Often questions and concerns about the project may be voiced to flaggers on-site. Building good relationships with flaggers is important to prevent misinformation. Outreach staff will work with flaggers and provide them with information about the construction schedule and activities so they are not "the last to know." The flaggers will be encouraged to direct all questions and concerns to the 24-hour hotline, so that outreach staff can provide an accurate response or relay questions to the appropriate individuals at the City of Oak Harbor. Directing public inquiries to the same source will also help appropriately track comments/concerns. Additional staff will be notified as appropriate of communications with the public by summary or immediately as the situation calls for it.

Media Relations

Print and broadcast media will be used to communicate with the public regarding the project. Press releases and articles will be submitted to the media at project milestones and traffic advisories will be created for distribution by the City of Oak Harbor as needed. Local media venues include the Whidbey News Times and Whidbey Marketplace and News. Wherever possible, Eric Johnston will serve as project spokesman, especially in the event of any emergency incident.

City Council/Committee Briefings

During construction, the City Council, the Public Works Committee, and the Governmental Services Committee will be briefed on project progress and the communications efforts on a monthly basis. Appendix A reflects this communication protocol.

Community Briefings

During construction, on an as-need basis, the project team will give briefings to the community about project progress and the communications efforts.

Project Events

A "meet the contractor kick-off event" will be planned prior to the start of construction to share construction sequencing plans with the public. A groundbreaking ceremony will be held prior to the start of construction in early 2011 and a ribbon-cutting event will be planned once construction is complete.

Additional Events

Additional attraction-oriented events will be planned on a to-be-determined basis to help keep foot traffic along the corridor during construction. It is assumed that up to three additional events will be organized by City staff in coordination with other marketing and economic development efforts.

Construction Communications Tools

The following tools would be employed by outreach staff to engage and inform local businesses, residents and the traveling public about construction activities that may affect them. These tools will be used on an ongoing basis throughout project construction.

24-hour Construction Hotline

Outreach staff will respond to all calls from the 24-hour construction phone line; first assessing if the call is an emergency. For emergency procedures, refer to the 'Emergency Communications' section on page 8. For non-emergency inquiries, general procedures will be as follows:

- **General project questions:** 24-hour construction hotline inquiries that are general and not related to a specific impact or urgent concern can be answered directly or with a returned call from the outreach staff member. Calls will be answered directly; if missed, they should be returned within an hour during regular business hours. Calls may be returned on the next business day if they are logged during evening or weekend hours and do not require an immediate response. While not required, a return call to acknowledge receipt of a routine inquiry is a good practice and helps build trust. The call and response will be detailed in the project log by recording name, address, telephone number of the caller, nature of the question, date/time of call, response given and what other assistance is needed, or if call is complete/issue resolved.
- **Impact-related calls:** If the call concerns noise, a utility outage, traffic obstruction, dirt or debris, etc., the outreach staff member will determine the location involved, and let the caller know that the outreach staff member will investigate the issue and call them back. If the location cannot be determined from talking with the caller, the staff person should consult the Construction Manager or inspector to make this determination. The outreach staff member answering the 24-hour construction hotline call will either respond directly to the call or call the person assigned to the site to report the call and ask him or her to address the issue (if appropriate).

The Construction Manager is the person who negotiates a resolution in the field if it involves asking the contractor to alter work activities. Outreach staff will provide assistance and advice about potential community acceptance of a change to reduce an impact. Once a resolution is determined, the outreach staff will follow-up with the appropriate community member/s and provide necessary detail. Sometimes a resolution of an issue takes several calls and interactions back and forth, and/or site meetings. Detail of calls, concerns, and resolution will be logged and reviewed at the weekly construction meeting.

Community members may also approach inspectors, the contractor or local jurisdiction staff with general questions or concerns. Field staff should let outreach staff know about these interactions and/or involve outreach staff so they stay informed, respond as needed, log and monitor ongoing issues.

E-mail Alerts

Timely e-mail alerts will be sent to a continually updated project listserv to inform people about upcoming construction activities and traffic interruptions. E-mail alerts will provide advance notice and help manage the public's expectations about construction-related impacts. E-mail alerts will be sent from the project e-mail address: [To be identified]. The address will be activated by the City prior to the start of construction.

Project Blog

The project blog (<http://pioneerway.blogspot.com>) will provide up-to-date information on the project, including a project description and schedule, upcoming events and announcements, construction photos, and contact information. The blog will be updated on a weekly basis or as needed to inform the public of upcoming construction activities, traffic control plans, and significant events.

Project Information Signs

Construction signage, including standard signage, variable message signs (VMS), and specialized signage, will be used during construction and posted at key locations and specific intersections along the corridor to help provide important information to users of the corridor and visitors to downtown Oak Harbor.

Construction Fliers and Printed Project Materials

Outreach staff will create and regularly distribute construction notices to keep the affected properties informed of specific construction activities. Extras will be made available at the construction field offices and local venues such as the Oak Harbor City Hall, Oak Harbor Chamber and other locations upon request. Information will also be posted on the project blog and the outreach staff will work with community partners to extend the reach of these notices by posting information on community Web sites and blogs, etc. Project fact sheets and newsletters will also be developed and distributed during in-person outreach, construction events, and through the project e-mail listserv.

Contact and Communications Database/Log

Outreach staff will use the developed contact and comment database that contains contact information for project stakeholders to keep track of comments, questions and other contact with community members. During design, information was gathered through in-person outreach, public meetings, briefings, and business interviews and was tracked. Communications will also be tracked throughout construction.

Construction Communications Log

Log entries will include a date and time of each communication as well as contact information for the community member, a description of the question or concern, and the steps taken to resolve any issues. A log of communications will be updated throughout the project and should be transmitted to the team. Outreach staff will notify the project team of pertinent contacts received through the construction hotline and will provide copies of the contact log at weekly construction meetings.

Project Contact Cards

Outreach staff will develop contact cards that list the 24-hour construction hotline phone number, project e-mail account and project blog. These cards will be distributed at community meetings and

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events. The contractor, on-site inspector, and Construction Manager will also have a supply of contact cards and will distribute them to community members who have questions or concerns about construction.

Resolving Difficult Issues

Some community concerns will be difficult to resolve. This is usually because the contractor cannot easily reduce an impact such as noise or vibration, or that reducing the impact will change the way work is being done which may have additional associated costs. In many cases, when the contractor is asked to alter their planned activities, the contractor initiates a change order, which often raises the cost of the activity.

To manage these circumstances, the standard guideline is that only the Construction Manager or his designee can request that the contractor change the way they are conducting work. If, however, a community member's strong concerns about an impact are communicated to the contractor either in the field or at a weekly construction meeting, the contractor may choose to change activities as a good will measure. Outreach staff will not directly ask that they do so.

In the event that more than one person raises a concern or a person is very upset about an issue, it should be discussed with the Construction Manager. If the contractor does not or cannot change work activities, an alternative resolution will be sought with the community member(s). Offering the contractor an alternative resolution may be a solution. For instance, if portions of a road are closed and driveway access to employee parking areas is limited, alternative parking may be found nearby. Another example is that if work is occurring in front of businesses, the City of Oak Harbor can have signs available that say "Business Open during Construction."

If no acceptable alternative resolution is available, it is important to stay in touch with the community member, however difficult, to provide the most up-to-date information about when the impact will be over, and to identify other steps that may be possible to take to reduce impacts. It is important to remain calm and respectful no matter how upset individuals may become. It is also particularly important to document all interactions and activities related to such community concerns and issues in the log.

There may be times that an upset community member wants to speak to "someone in charge," and it may be advisable for the outreach staff person to arrange for the Construction Manager to visit with the community member.

The project team will use existing and to-be-established City protocols during construction. If no protocol has been developed for a specific issue, outreach staff will help the City draft a guide for resolving the situation. Having protocols in place for more complicated or common public concerns prior to construction will enable the project team to respond consistently and more quickly and efficiently to concerns and questions related to the project. Protocols may be used to address issues such as noise, compensation, damage claims, and night work. In the event a claim for damages is made, conversations would happen with the contractor and additional staff. Third party claims process would dictate next steps, as related to the contractors' insurance specifications.

Emergency Communications

An incident that has caused, or could cause, injury, significant property damage or worse, requires an immediate response and mobilization of appropriate forces. In emergencies, the project emergency response procedures supersede community relations procedures and guidelines.

Possible field emergencies could include:

- An unexpected gas line, sewer line or waterline break due to project work
- An injury at one of the sites
- Toppling of a large piece of equipment
- A person or car falling into a construction site
- An explosion or fire
- An earthquake that causes an incident
- Large archeological find or excavation

Some incidents could be reported as emergencies but turn out to be urgent conditions. An example is an unexpected utility outage. Events such as this should be immediately reported to the Construction Manager who will report to the contractor. Outreach staff should follow up with such incidents until they are resolved. If a utility outage occurs and leads to a medical emergency for a community member, outreach staff or the Construction Manager should respond by calling 911.

Construction-related emergencies may occur in two specific ways, both of which would involve community relations staff to some degree:

- **Via call to 24-Hour Construction Hotline:** A caller may not realize the potential severity of the incident such as a gas line break or leak that the contractor is not aware of. In this case, it is imperative to report this call to the Construction Manager immediately to avert injury and so that an emergency response can be immediately activated.

If there is an injury involved, outreach staff should record the caller's location and inform the caller that they will be back to assist them after the appropriate notifications are made. Outreach staff should immediately inform the Construction Manager. They should give the address to their support person and ask that they call and report the incident to 911 as a backup.

- **From the Construction Site** The Construction Manager or his/her proxy will alert team members of the emergency using in-place protocols (Refer to emergency procedures that should be available at each construction site.) At this point, the Construction Manager and contractor safety plans supersede standard community relations procedures. Outreach staff will take direction from the Construction Manager.

During Emergency Response

Media support: If appropriate, outreach staff will provide incident details to the local media until the incident is resolved. Outreach staff will work with the Construction Manager to re-affirm or designate an on-site spokesperson and will monitor the following tasks:

- When possible, identify members of the media who may be on-site and direct them to the designated spokesperson.

- Identify the media spokesperson for the contractor and provide to media. Remind all project members including the contractor not to provide information to the media without approval from outreach staff.
- To control rumors and passing of incorrect information, remind team members not to speculate about emergent issues within earshot of others or by e-mail or telephone.
- If incident response is lengthy, set up schedule for periodic updates. Coordinate with the Construction Manager and contractor to obtain needed information.
- Prior to dissemination of information, always verbally confirm important details. To reduce error, verbal confirmation requires repeating out loud to the informant what has just been communicated to you.
- If the local police or fire departments take over the site during an emergency response, set up communications and coordination with police or fire department media spokespeople. As tasked, coordinate with other spokespeople for emergency teams such as hazardous material crews that may be on-site to respond to the incident.

Contact officials: The City of Oak Harbor project team will contact City officials and other appropriate community contacts, so they hear from the project team first.

On-site emergency response support

Outreach staff may be directed to the incident site to help maintain a danger line, and to explain circumstances to the public. They should keep people away from danger and response activity, and work with law enforcement and fire fighters as necessary to supply and relay information. Outreach staff will support their efforts as requested. First responders will have bullhorns or other necessary equipment. All staff should wear approved shoes, vests, hard hats and clothing to site. If evacuation is required, all staff will take direction for door-to-door notification or other needs from the emergency manager.

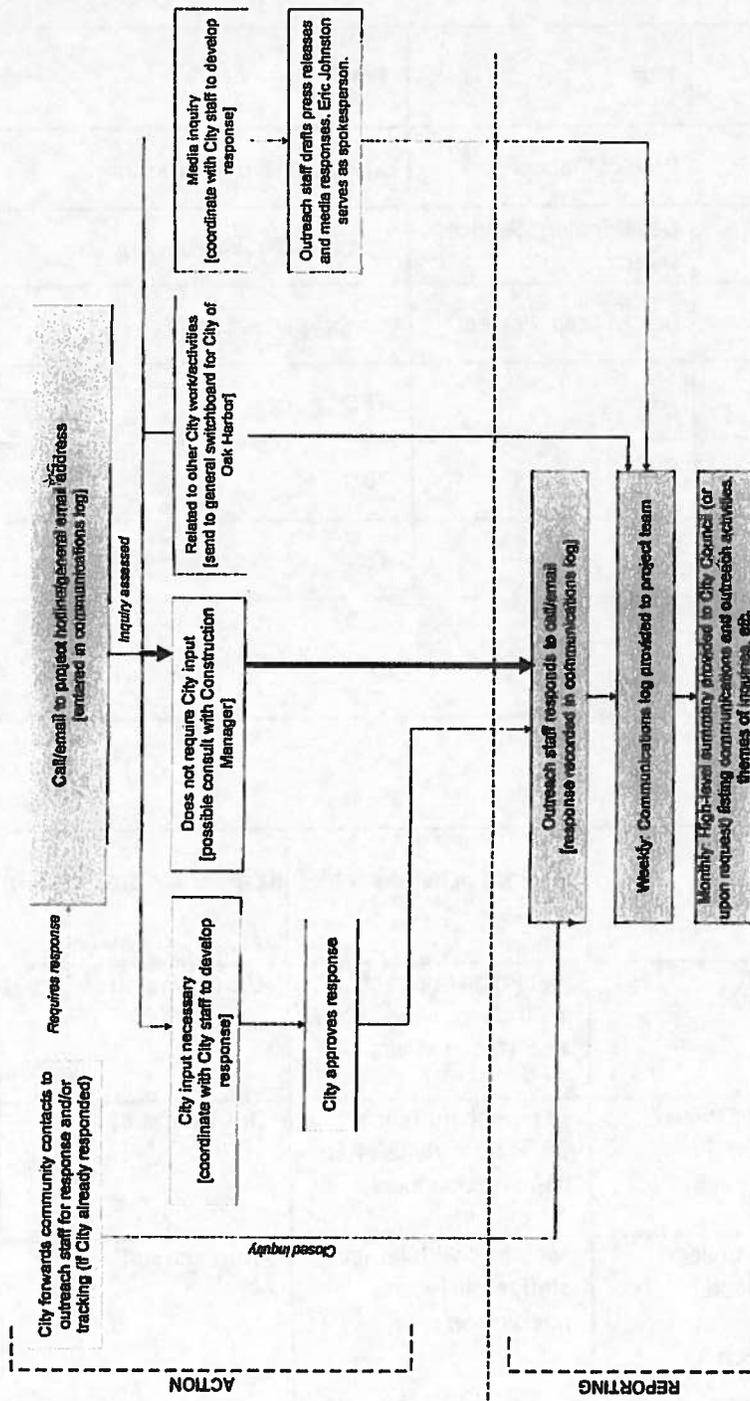
During an emergency, activities will be coordinated with other communications staff from partner agencies as appropriate during emergency response. Following emergency response incident, document all outreach staff actions in logs and make follow-up calls as needed to appropriate jurisdictional contacts. Outreach staff will work with the Construction Manager to determine the need for follow-up communications with nearby properties regarding the emergency situation and its resolution.

Conclusion/Next Steps

Following approval by the City of Oak Harbor officials, the City of Oak Harbor and project team will use this plan as a guide for communicating with the public during construction on SE Pioneer Way. This plan is a living document that will be updated and adjusted as necessary to ensure public outreach strategies continue to help accomplish outreach objectives. The outreach approach outlined in this plan will help the City of Oak Harbor successfully complete the project and create a revitalized downtown area.

APPENDIX A

Communications Protocols



01/17/2010

Project Team Key Contact List

Name	Title	Email
Eric Johnston	Project Manager	ejohnston@oakharbor.org
Steve Powers	Development Services Director	spowers@oakharbor.org
Dan Hansen	Design Lead, Perteet	danh@perteet.com
<i>Contractor</i>	<i>TBD</i>	<i>TBD</i>
<i>Communications Specialist</i>	<i>TBD</i>	<i>TBD</i>
<i>Communications Specialist</i>	<i>TBD</i>	<i>TBD</i>

APPENDIX B

Key Audiences

Key audiences	Organizations	Outreach activities and tools	Responsible project staff
Local businesses and property owners	<ul style="list-style-type: none"> • See Appendix D 	In-person outreach, e-mail alerts, newsletters, construction fliers	Outreach staff
Residents	<ul style="list-style-type: none"> • Located off SE Pioneer Way (north of the corridor) 	In-person outreach, e-mail alerts, newsletters, construction fliers	Outreach staff
Schools	<ul style="list-style-type: none"> • Skagit Valley College (Whidbey Island location) • Oak Harbor School District 	Meetings with project staff, e-mail alerts, newsletters	Outreach staff
Places of worship	<ul style="list-style-type: none"> • Oak Harbor First United Methodist Church • Crosspoint Community Church 	E-mail alerts, newsletters	Outreach staff

Key audiences	Organizations	Outreach activities and tools	Responsible project staff
Local governing agencies and elected officials	<ul style="list-style-type: none"> • Oak Harbor City Council • Oak Harbor Chamber of Commerce 	Briefings, e-mail alerts, newsletters, Council briefings	City of Oak Harbor Project Manager, Outreach staff
	<ul style="list-style-type: none"> • Island County elected officials 	E-mail alerts, newsletters	City of Oak Harbor Project Manager, Outreach staff
Public utilities and services	<ul style="list-style-type: none"> • Puget Sound Energy • Oak Harbor Public Works Department • Cascade Natural Gas US Postal Service • Fed Ex • UPS • Verizon • Comcast 	Meetings with project staff, e-mail alerts, newsletters	Construction Manager, Outreach staff
Naval Air Station	<ul style="list-style-type: none"> • Naval Air Station 	Email alerts, newsletters, post alerts at Commissary	City of Oak Harbor Project Manager, Outreach staff
Community groups and organizations	<ul style="list-style-type: none"> • Greater Oak Harbor Chamber of Commerce • Rotary • Soroptimist • Marina 	Briefings, e-mail alerts, newsletters	City of Oak Harbor Project Manager, Outreach staff
Transit agencies	<ul style="list-style-type: none"> • Island Transit 	Meetings with project staff, e-mail alerts, newsletters, post alerts at kiosk at Transit Center	Construction Manager, Outreach staff
Media	<ul style="list-style-type: none"> • Whidbey News-Times • Whidbey Marketplace and News 	E-mail alerts, newsletters, press releases	City of Oak Harbor Project Manager, Outreach staff
Tourism	<ul style="list-style-type: none"> • Deception Pass Visitor's Center 	E-mail alerts, newsletters, construction fliers	City of Oak Harbor Project Manager, Outreach staff

APPENDIX C

Media Publications

Name of publication	Audience	Area covered
Whidbey News Times	Public at large	Whidbey Island
Whidbey Marketplace and News	Public at large	Whidbey Island
Whidbey Daily	Public at large	Whidbey Island
Coupeville Examiner	Public at large	Whidbey Island
Whidbey Examiner	Public at large	Whidbey Island
NW Navigator, Senior Currents	Public at large	Whidbey Island

APPENDIX D

List of local businesses and property owners on/near SE Pioneer Way between SE City Beach Street and SE Midway Boulevard.

- Allure Salon & Spa
- Amour Cheveux
- Amy's Touch
- Angelo's Caffe
- Armed Services YMCA
- Artisiano's
- Baby-n-Me
- Bayleaf
- Bayview Embroidery N Print
- Captured Moments Photography
- Casual House
- China Harbor
- Chris Saxman Architects
- Coldwell Banker
- Cross Point Community Church
- Diane's Style Unlimited
- Eileen's Creative Kitchenware
- Enterprise
- First United Methodist Church
- Fox Pointe Home
- Garry Oak Gallery
- Good Times Pizza
- Habitat for Humanity of Island County
- Harbor Glow Candle Co.
- Harrington Real Estate
- Hooligan's Tattoo
- Indulge Spa and Salon
- Irene's Beauty Salon Inc
- Island Cleaners & Laundry
- J-Sun's Tanning and Salon
- JoJo's Harbor Light Tavern
- Koetje Real Estate
- La Moda Rocks
- Lava Nightclub
- Law Office of Terry Smith
- Lincare
- Lumpia and Oriental Mini Mart
- Maurices
- Mike's Mini Mart
- Mr. Music
- MS Nails

- New Image Salon
- North West Cabinets LLC
- Oak Harbor Tavern
- Oak Tree Antiques
- Off the Hook
- Old Town Mall LLC
- Paint Your World
- Pami's Restaurant & Pot Belly Deli
- Popsies
- Posh Salon
- Purple Moon
- Queen Ann Motel
- Queen Nails
- Sines Automotive Upholstery
- Skinner and Saar, P.S.
- Sports Look
- Sweet Rice Thai Cuisine

- The Front Porch
- The Jewelry Gallery
- The Rusty Chandelier
- Tiny Bubbles Pooch Parlor
- Vaile Azul
- Van Cleve Optical
- Wells Fargo Bank
- Whidbey Animals Improvement Foundation
- Whidbey Coffee
- Whidbey Wild Bird
- Wind and Tide Bookshop
- Windermere
- Windy Bay Salon
- World Financial Group
- YMCA Armed Services

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

Bill No. 9
Date: December 7, 2010
Subject: Marina as Part of Parks
Department

FROM: Steve Powers *SP*
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Jim Slowik, Mayor
 Paul Schmidt, City Administrator
 Doug Merriman, Finance Director
 Margery Hite, City Attorney, as to form

PURPOSE

This agenda bill responds to a City Council request for information related to the Marina and whether it should be included as part of the Parks Department.

AUTHORITY

The authority for City Council members to place items on the Council meeting agenda is found in Oak Harbor Municipal Code Chapter 1.04.

SUMMARY STATEMENT

This agenda bill presents information to the City Council related to the Marina and whether it should be included as part of the Parks Department. The information presented is intended to assist the City Council in engaging in a discussion on this topic. For the purposes of this agenda bill it is assumed that there are two main areas of interest related to this topic: operations and funding.

DISCUSSION

Presented below is information related to the Marina and its operations:

- The Marina is presently included as a parks and recreation facility in the adopted Parks, Recreation and Open Space Plan. This designation acknowledges the Marina's role in providing recreation for the community. Four goal statements in the Plan are specifically related to the Marina. Within the Plan, the upland park facilities (Catalina Park) are included in the Marina description. Including the Marina in the Parks, Recreation and Open Space Plan allows it to be eligible for State recreation and boating grants through Washington State Recreation and Conservation Office (formerly known as IAC). Excerpts from the adopted plan are included with this agenda bill as Attachment 1.
- The Marina is operated as an enterprise fund. This means that revenue generated from its moorage customers may only be spent on marina operations, maintenance and capital projects.

- The Municipal Code establishes the Marina as a separate division of the city government (OHMC 2.38) and establishes the Marina Advisory Committee as an advisory body to the City Council (OHMC 2.39). From a management perspective, the Marina operations are overseen by the Development Services Director.
- For the month of July 2010, 157 of 375 moorage customers had Oak Harbor city addresses. In other words, 41.9 % of customers have Oak Harbor addresses, while 58.1% do not.
- For the month of July 2010, 30 of 80 storage unit customers are also moorage customers. Revenue generated by the storage units is used to fund Marina operations by policy, not by ordinance. In other words, 37.5% of storage customers are also moorage customers, while 62.5 % are not.
- From July 2009 to June 2010, \$111,119.24 in leasehold tax was generated by moorage, storage, and parking and liveaboard fees and sent to the State. Of that amount approximately \$37,000.00 is returned to Oak Harbor. This money is allocated to the Marina operations by policy, not by ordinance.
- For the 12 months from July 2009 to June 2010, \$4,540 was spent on maintaining Catalina Park (\$2,790 in Marina funds, \$1,750 in Parks funds).

Presented below is some basic information regarding the Parks Department and parks system:

- The Parks Department is a General Fund department.
- Parks operation and maintenance is funded through general fund revenues.
- The Parks Department General fund budget for 2011 is \$1,154,820 and for 2012 is \$1,128,726. The budget is used exclusively for personnel and maintenance costs associated with the City's 30 parks and open spaces covering over 150 acres
- Park impact fees may only be used to fund the development of new parks or new improvements to existing parks that are directly attributable to new growth in the community.
- The Parks Department is a division of the Public Works Department. The Parks Board, which provides policy recommendations to the City Council, is established under OHMC 2.30. From a management perspective the Parks Department operations are overseen by the Public Works Director.

Other information for consideration:

- Enterprise funds may only be spent on the enterprise activity. General funds may be spent on any eligible city activity.

STANDING COMMITTEE REPORT

This item was not presented to either the Public Works or Governmental Services Standing Committees as it is an item which was requested to come before the full City Council.

SUMMARY

The Marina is an enterprise fund operation with moorage and other customer-generated revenues supporting operations, maintenance and capital expenditures. The Marina is already included in the adopted Parks, Recreation and Open Space Plan. Including the Marina in the Plan allows the City to take advantage of State grant opportunities. The Marina is presently the recipient of some

Marina as Part of Parks Department

December 7, 2010

Page 2 of 3

General Fund monies in the form of leasehold tax, non-moorage customer generated revenues (storage unit fees), City Hall staff time and park maintenance activities. The Parks Department budget (General Fund) is allocated to the personnel and material costs associated with maintaining the City's existing parks and open spaces. Assuming that there were un-allocated General Fund monies available, the City Council could make the policy decision to allocate those funds for marina-related activities without first moving Marina operations under the control of the Parks Department/Public Works Department.

Taking the above in to consideration, there appears to be no operational or funding advantage to including the Marina as part of the Parks Department.

RECOMMENDED ACTION

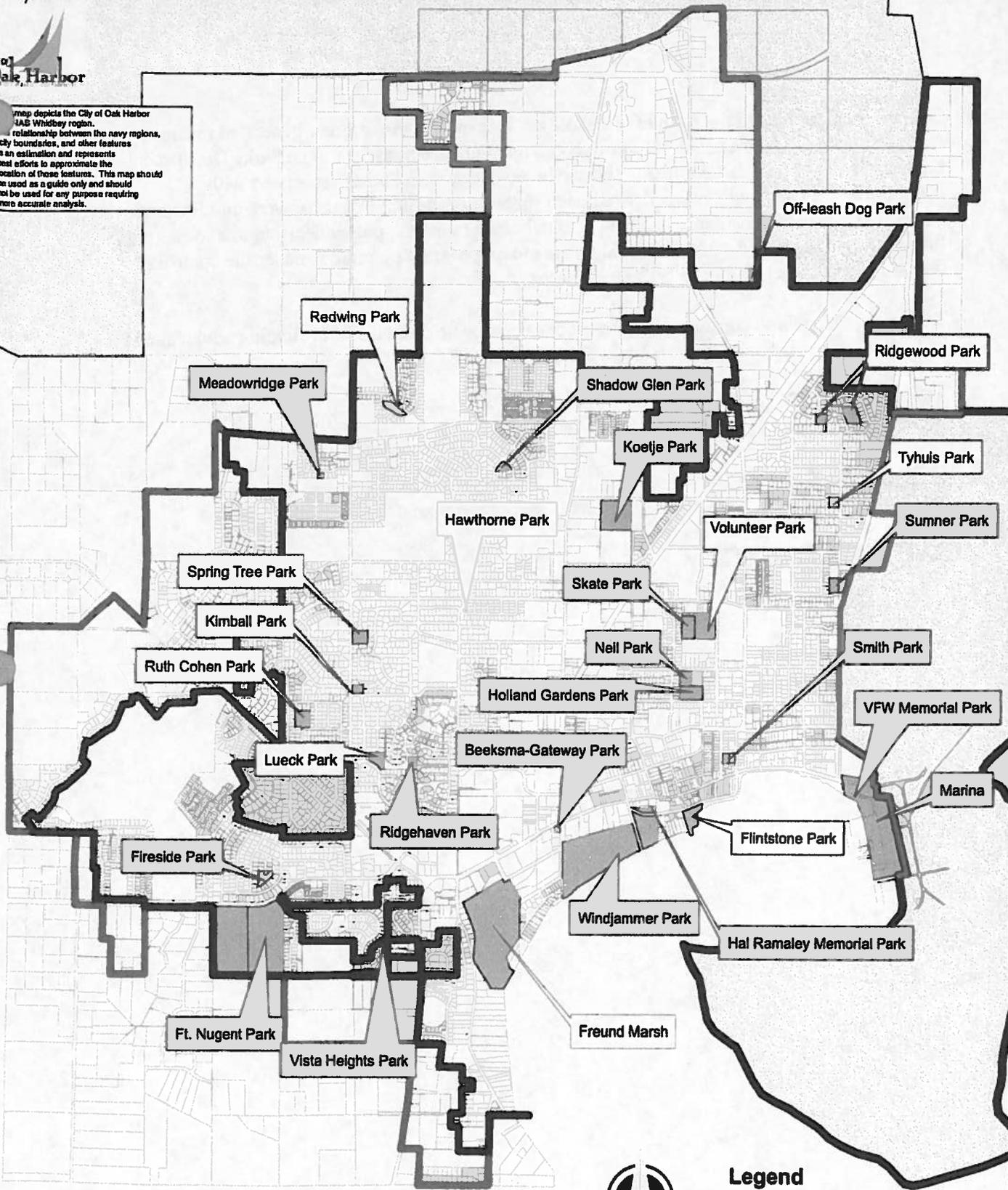
Discuss and consider information

ATTACHMENTS

Excerpts from adopted Parks, Recreation and Open Space Plan

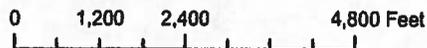
MAYOR'S COMMENTS

This map depicts the City of Oak Harbor and the JAS Whidbey region. The relationship between the navy regions, city boundaries, and other features is an estimation and represents best efforts to approximate the location of these features. This map should be used as a guide only and should not be used for any purpose requiring more accurate analysis.



Map 4: Existing Parks Inventory

1 inch equals 0.452920 miles



Legend

- City Limits
- Urban Growth Boundary
- Federal
- Navy Areas

Oak Harbor Marina, Catalina Drive, 29 acres and 1,000 feet of shoreline.

The Oak Harbor Marina is a public use facility owned and operated by the City of Oak Harbor. It provides a total of 352 permanent moorage slips, both open and covered, ranging in size from 24 feet to 50 feet. Additionally, a new and modern breakwater dock and associated walkways make it possible for the Marina to accommodate up to 100 additional boats in guest moorage. The facility is open seven days per week. The facility includes dock space and a pump-out barge for visiting boats.

Marina facilities and services also include:

- A total of 96 storage units, which are leased to the general public for storage of boats and other items.
- A full service fuel dock, selling gasoline, diesel, propane, oils and additives. The fuel dock also provides fresh water, a boat pump-out station, and a port-a-potty dump station.
- On the guest dock, restroom and pump-out/dump facilities are provided by "SS Waterloo", a floating barge facility.
- On-shore heads, showers and Laundromat, plus an ice vending machine.
- A large public boat-launching ramp.
- An overhead hoist capable of handling boats up to 6,500 pounds in weight.
- Long-term parking storage for boats on trailers, boat trailers, vehicles and RV's.
- Ample short-term parking for both vehicles and trailers.
- An upland community park consisting of approximately 1 acre, with playground equipment, volleyball courts, horseshoe pits, barbecue grills and picnic tables.
- An on-site concessionaire for engine and boat repairs, who also offers a ship's store.

- f. Coordinate with Island County to establish funding for recreational programs.
- g. Build a community center that serves as an indoor multiple purpose facility for active and passive recreational needs that serve the residents all year round.
- h. Prepare a Marina Master Plan that analyses the community's perceptions and demand for marina services, determines market demand for tourism and commercial fishing, determines methods to establish long term funding, upland development alternatives and timing and enhance its connections to downtown. **SELECTED 2008**
- i. Improve the appearance of the Marina so as to make it welcoming to the boaters and other users that visit Oak Harbor.
- j. Investigate long term funding options for the Marina that are consistent and can serve the facility well into the future.
- k. Upgrade all existing facilities and utilities in the Marina to meet or exceed current safety standards. **SELECTED 2008**

General

- a. Explore option to increase the revenues for parks, recreation, trails and open space projects. **SELECTED 2008**
- b. Develop new volunteer programs to improve city parks, recreation and trails system and other areas in need of beautification.
- c. Prepare a lighting policy and associated ordinance for the City's community and neighborhood parks.

Proprietary Funds

400

Enterprise Funds – an enterprise fund may be used to report any activity for which a fee is charged to external users for goods or services. An enterprise fund is also required for any activity whose principal revenue sources meet any of the following criteria:

- Debt backed solely by fees and charges. If issued debt is backed solely by fees and charges, an enterprise fund must be used to account for the activity.
- Legal requirement to recover cost. An enterprise fund must be used if the cost of providing services for an activity (including capital costs such as depreciation or debt service) must legally be recovered through fees or charges.
- Policy decision to recover cost. It is necessary to use an enterprise fund if the government's policy is to establish activity fees or charges designed to recover the cost of providing services (including capital costs such as depreciation or debt service).

In addition, GAAP mandate the use of enterprise funds for the separately issued financial statement of public-entity risk pools. Public-entity risk pools also are accounted for as enterprise funds when they are included within a sponsoring government's report, provided the sponsor is not the predominant participant in the arrangement. Otherwise, they can use the general fund.

Airport
Ambulance (RCW 35.21.766)
Cemetery
Convention Centers
Electric
Ferry
Garbage Collection
Gas
Golf Courses
Hospitals and Convalescent Centers
Libraries
Marinas

Multipurpose Centers
Museum
Parking
Railroad
Sewer
Solid Waste Disposal
Stadium
Storm Drainage
Swimming Pools
Transit
Water

NOTE: Separate funds are not required for bond redemption, construction, reserves, or deposits, for any utility that is accounted for on the full accrual basis, using either the BARS accounts or a nationally recognized utility chart of accounts such as FERC or NARUC. Separate funds are not required even though bond covenants may stipulate a "bond reserve fund," "bond construction fund," etc. The bond covenant use of the term "fund" is not the same as the use in governmental accounting. For bond covenants, "fund" means only a segregation or separate account, not a self-balancing set of accounts. (See account 150 in the general ledger chart of accounts.)

500

Internal Service Funds - to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government, or to other government, on a cost-reimbursement basis.

Asphalt Manufacturing
Communications/Alarm/Dispatch
Data Processing
Equipment Rental
Mechanical Shops
Pits and Quarries

Printing and Duplication
Property Management
Purchasing and Central Stores
Risk Management
Unemployment Compensation
Worker's Compensation

EFF DATE
01-01-06

SUPERSEDES
01-01-02

BARS MANUAL: VOL PT CH PAGE
1 3 1 3

165