



NOTICE OF WORKSHOP MEETING

NOTICE IS HEREBY GIVEN that the Oak Harbor City Council will hold a Workshop Meeting on Wednesday, July 23th, 2014, at 3:00 p.m. to discuss the following agenda items. The meeting will be held in the Council Chambers, 865 SE Barrington Drive.

DATED this 18th day of July 2014.

Anna M. Thompson, City Clerk

The City Council may meet informally in workshop sessions (open to the public) to do concentrated strategic planning, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive other similar information from the City Administrator, provided that all discussions and conclusions thereon shall be informal. Council shall make no disposition of any item at a workshop meeting. Public comment is not normally allowed at workshop meetings, although Council may allow, or request participation.

WORKSHOP MEETING CITY COUNCIL AGENDA

July 23, 2014

3:00 p.m.

Departmental Briefings

1. Staffing Changes – Police
2. Upcoming Meetings - Admin

Pending Agenda Items

1. Mangat Property Petition for Annexation (8/06) – Dev Services
2. Refer potential changes in the use of 2% funds to the Lodging Tax Advisory Committee and 45-Day Notice (8/06) – Economic Dev
3. Collective Bargaining Agreement with Teamsters for Public Works (8/06) – Human Resources
4. New Unpaid Religious Holiday Legislation (8/06) – Human Resources
5. Local Agency Agreements for WSDOT for Veteran’s Park Sidewalk Repair and Whidbey Avenue Crosswalk Projects (8/06) – Public Works

Emerging Issues

1. Revenue Projections for 2015-2016 - Finance



Workshop Item

Departmental Briefings

Item 1. Staffing Changes – Police Department

Ed Green, Chief of Police

Attachments

Attachment A: Personnel Order # 14-09

Attachment B: Personnel Order # 14-10

Attachment C: Personnel Order # 14-11



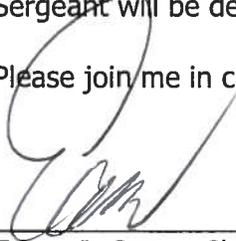
PERSONNEL ORDER

To: All Personnel
From: Edgar J. Green, Chief of Police
Date: July 8, 2014
Re: Selection of Detective Sergeant
Policy: 204.2.4
Order #: **PO 14-09**
Distribution: A

On June 17, 2014 we advertised for applications for the position of Detective Sergeant. The application process closed on June 30, 2014.

After reviewing the applications submitted, Sergeant Mike Bailey has been selected to fill the vacancy left by Teri Gardner's promotion to Captain. The date Mike will begin as Detective Sergeant will be determined when he returns from vacation. He will report to Captain Gardner.

Please join me in congratulating Sergeant Bailey.



Edgar J. Green, Chief of Police

EJG: mm

cc: Civil Service
City Payroll
Personnel File



PERSONNEL ORDER

To: All Personnel
From: Edgar J. Green, Chief of Police
Date: July 15th, 2014
Re: Promotion of Carl Seim to Patrol Sergeant
Policy: 204.2.4
Order #: **PO 14-10**
Distribution: A

On November 16, 2013 we advertised for a Promotional Exam for Police Sergeant Position. The application process closed on December 20, 2013 and the testing took place on February 13th, 2014. As a result of a ruling from the Civil Service Commission, we were directed to re-test. Therefore, on May 5, 2014 we re-advertised for the Promotional Exam for Police Sergeant Position. The application process closed on May 20, 2014 and the testing took place on June 17th, 2014.

Carl Seim has been selected from the current eligibility list to fill one of the two Sergeant vacancies within this Department, effective August 1, 2014. This promotion fills the vacancy resulting from the retirement of Sgt. Larry Ferguson at the end of last year.

Sergeant Seim's radio call sign will be O (Ocean) – 7. This promotion includes a 6-month probationary period.

Sgt. Seim will report to Captain Gardner for assignment and supervisory field training. Upon completion of training, Sgt. Seim will supervise a Patrol Squad, to be determined at a later date.

Please join me in congratulating Carl on his achievement.

Edgar J. Green, Chief of Police

EJG: mm

cc: Civil Service
City Payroll
Personnel File



PERSONNEL ORDER

To: All Personnel
From: Edgar J. Green, Chief of Police
Date: July 15th, 2014
Re: Promotion of Loyd Carter to Patrol Sergeant
Policy: 204.2.4
Order #: **PO 14-11**
Distribution: A

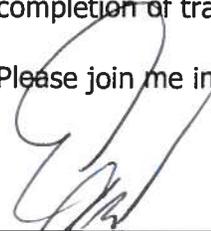
On November 16, 2013 we advertised for a Promotional Exam for Police Sergeant Position. The application process closed on December 20, 2013 and the testing took place on February 13th, 2014. As a result of a ruling from the Civil Service Commission, we were directed to re-test. Therefore, on May 5, 2014 we re-advertised for the Promotional Exam for Police Sergeant Position. The application process closed on May 20, 2014 and the testing took place on June 17th, 2014.

Loyd Carter has been selected from the current eligibility list to fill one of the two Sergeant vacancies within this Department, effective August 2, 2014. This promotion fills the vacancy resulting from the promotion of Mike Bailey to Detective Sergeant earlier this month.

Sergeant Carter's radio call sign will be O (Ocean) – **9**. This promotion includes a 6-month probationary period.

Sgt. Carter will report to Captain Gardner for assignment and supervisory field training. Upon completion of training, Sgt. Carter will supervise a Patrol Squad, to be determined at a later date.

Please join me in congratulating Loyd on his achievement.



Edgar J. Green, Chief of Police

EJG: mm

cc: Civil Service
City Payroll
Personnel File



Workshop Item

Departmental Briefings

Item 2. Upcoming Meetings – Administration

Larry Cort, City Administrator

Attachments



Workshop Item

Pending Agenda Items

Item 1. Mangat Property Petition for Annexation – Development Services

Ethan Spoo, Senior Planner

Attachments

Attachment A: Draft Agenda Bill

City of Oak Harbor City Council Agenda Bill

Bill No. _____
Date: August 6, 2014
Subject: Mangat Property Intent to Annex

FROM: Ethan Spoo
Senior Planner

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

INTRODUCTION

The Mangat Group filed an intent to commence annexation proceedings on June 23, 2014 (Attachment 1) for three parcels located at 2852 and 2890 N. Oak Harbor Road. City Council is required to hold a meeting within 60 days of the date the intent is submitted by RCW 35A.14. The August 6 meeting fulfills the statutory timeline. At the August 6 meeting, City Council is required to decide whether to (1) Accept the intent to commence annexation and authorize a petition to go forward (2) Reject the intent to commence annexation, stopping the petition from going forward or (3) Authorize the petition to be circulated for a modified area. The purpose of the August 6 meeting is not to decide whether to approve or deny the annexation.

At the July 23 City Council workshop, staff will seek City Council feedback on the proposed annexation.

FISCAL IMPACT DESCRIPTION

Funds Required: \$ _____

Appropriation Source: _____

The request to circulate a petition, whether accepted, rejected, or modified, will not fiscally impact the City. If the request is accepted, staff will analyze the fiscal impacts of the annexation.

GENERAL INFORMATION

Address: 2852 and 2890 N. Oak Harbor Road

Parcels and Size: R13326-110-1070 (11.62 Acres), R13326-079-1480 (3.00 Acres), and R13326-060-0970 (4.50 acres).

City of Oak Harbor City Council Agenda Bill

Comprehensive Plan Designation: Planned Residential Estate (northern two parcels), and Planned Industrial Park (southern parcel).

Zoning, if annexed: Planned Residential Estate (northern two parcels), and Planned Industrial Park (southern parcel).

PRELIMINARY DEPARTMENT COMMENTS

Development Services Department

Planning Division:

Note on Zoning: The existing number of units exceeds the maximum allowed under the PRE zone, if annexed.

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

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

Interlocal Agreement: This property is subject to the Interlocal Agreement between Island County and the City for unincorporated areas within the urban growth area (UGA). The Interlocal Agreement is intended to promote and provide guidance for the orderly growth of the City's UGA. The Agreement says that the City and County agree that "the unincorporated area of the UGA will be annexed by the City in a timely and orderly fashion. The County and City recognize that all of the unincorporated portion of the Oak Harbor UGA will eventually annex to the City per County wide Planning Policies, subject to the City's ability to provide governmental services."

Building Division:

Per OHMC Title 16, the following improvements are required to mobile homes and mobile home parks within three years of annexation:

- Surfacing of all pads,
- Skirting around the sides of homes,
- Provision of a storage area for residents,
- Landscaping along the outer edges of a the mobile home park,

City of Oak Harbor City Council Agenda Bill

- Connection to public sewer and water

Public Works

Sanitary Sewer

- Island County Public Health has stated that the onsite septic system serving the mobile home park has significant problems and is considered at high risk of failure.
- Nearest sewer main is 800 feet east in Goldie Street (Attachment 3)
- A main extension from Goldie Street would be required to serve the property. A pump station would also be required to convey the effluent back to Goldie Street.
- The planning-level estimates to serve the property with sewer from Goldie Road is \$1.9M. Other alternatives exist to sewer the area which range in cost from \$2.6M to \$4.0M.
- Other sewer solutions, such as a smaller scale public lift station, may be an interim solution.

Water

- The Property currently served by the King Water District, with insufficient fire flow. See Fire Department comments below.
- There is a 16" diameter main in N. Oak Harbor Road that the property could connect to (see Attachment 4)
- The future main to be built along N. Oak Harbor and NE Goldie Streets on Gun Club could also service the property
- Pressure reducing valves would need to be installed

Stormwater

- The property and vicinity drains to the 7th Avenue wetlands. Low impact development stormwater techniques such as pervious pavements, raingardens, etc. would likely be required when and if the property redevelops.

Solid Waste

- The existing street system on the property is too narrow to be served by the City's solid waste vehicle and does not permit the vehicle to turnaround.

Transportation

- Gun Club Road and its intersection with N. Oak Harbor Street are substandard. Any future development on the property would likely be required to contribute to improvements along Gun Club Road and the intersection.

Fire

City of Oak Harbor City Council Agenda Bill

- The Fire Department currently responds to calls to this area under an automatic aid agreement with North Whidbey Fire and Rescue
- Fire access and supply do not meet standard and would be required to be brought up to code after annexation.
 - The access will need to be modified to provide an additional entrance/exit to the mobile home park and a turnaround will need to be installed after annexation.
 - Fire flow is insufficient and does not meet the 1,000 GPM minimum. A connection to the City's water line in Oak Harbor Road would resolve this issue.
- Additional fire hydrants will need to be installed in the mobile home park at the 2852 Goldie Road location.

Police

- The City responds to calls for this property and adjacent unincorporated areas extending south to the 7th Avenue wetland which are in the County.
- The disjointed city boundary in this location has created a confusing service situation for the Police Department. Incident investigations in this area require both the Police Department and Island County Sheriff to be involved.

ATTACHMENTS

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

RECEIVED

JUN 23 2014

CITY OF OAK HARBOR
Development Services Department

THE MANGAT GROUP

P O BOX 1692, Marysville, Washington, 98270.
mangat166@gmail.com (360) 653 -1261

NOTICE OF INTENSION TO COMMENCE ANNEXATION PROCEEDINGS

June 20, 2014

The Honorable Mayor and City Council,
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA, 98277.

The undersigned two persons, who are the owners of one hundred (100%) of the acreage for which annexation, hereby advise the City Council of the City of Oak Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to be legally described on Exhibit "A" attached hereto and is geographically depicted on an Island County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Oak Harbor set a date, not later than sixty (60) days after the filling of this request, for a meeting with the agent for undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive plan as adopted by City of Oak Harbor; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

The Mangat family has owned the property across from N Oak Harbor road, Gun Club rd. & Goldie road over 10 years, we always considered ourselves citizens of Oak Harbor. Now we petition you to allow our property to be annexed into city limits located at;

Parcel A: R13326-079-148

Parcel B: R13326-110-1070

Parcel C: R13326-060-0970

Which is more than 60% .These parcels boundary lines adjoining to Parcel : R13326-083-2220 is already in city limits of Oak Harbor .

On Exhibit A

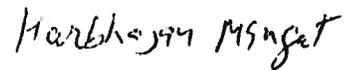
to be formally included within City limits of Oak Harbor.

It is our intension to have the property developed to be full extent of Low impact Development standards and to retain as much of the natural areas as possible.

We will go to great lengths to understand the planning of the City and will submit required designs. We certainly recognize the economy is struggling to recover, and we all have confidence it will eventually recover. We also recognize that both the annexation and development process takes time. It is our belief that we start the first process now annexation, we will arrive at a time when the economy is ready to rebound and again ready to build. During this time, we will select a development partner and further refined our plans to insure that a future Mangat development will be a most welcome neighborhood addition to City of Oak Harbor.

Your favorable consideration to accept the proposed annexation is requested.

Respectfully,



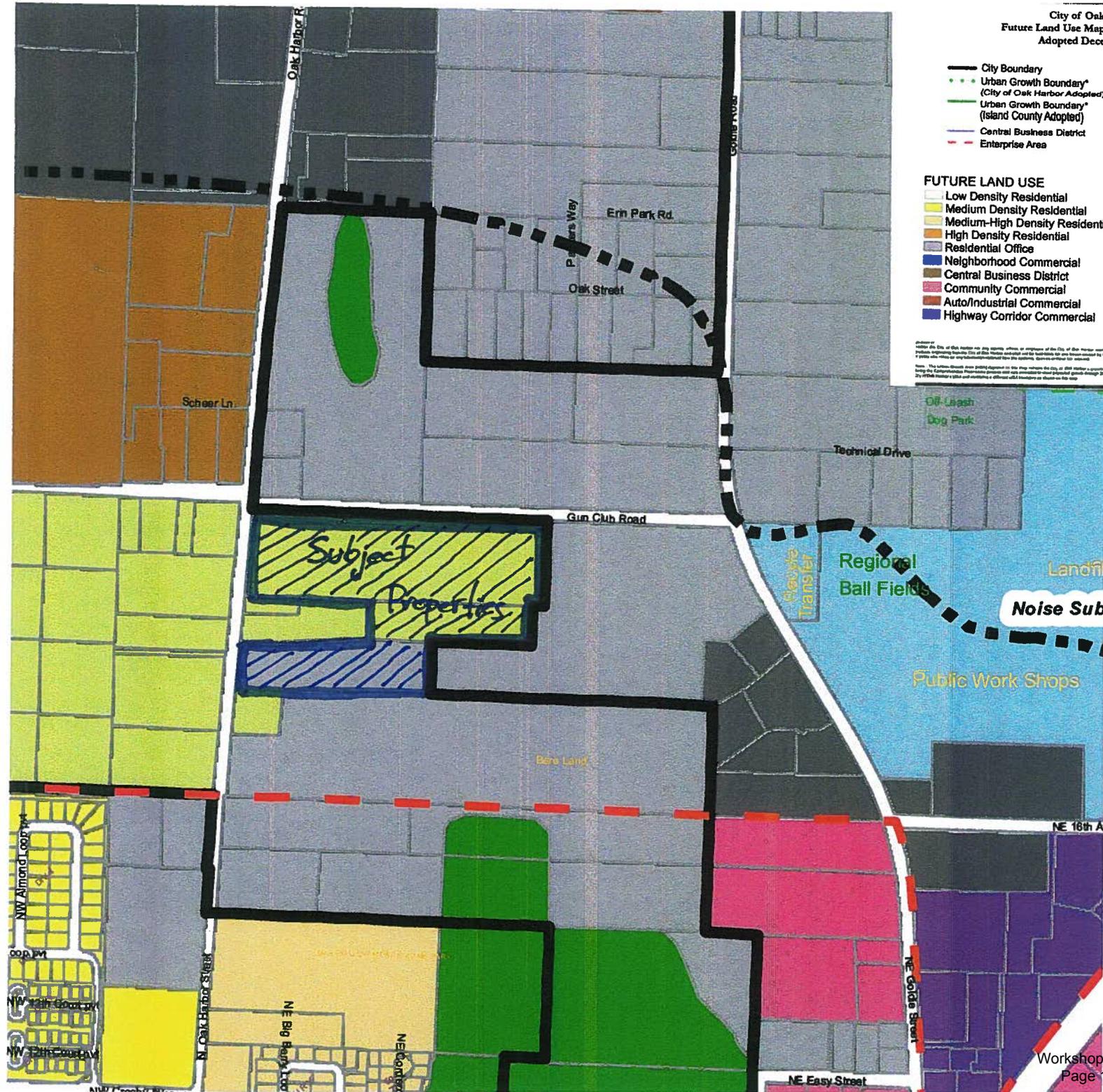
Harbhajan Mangat

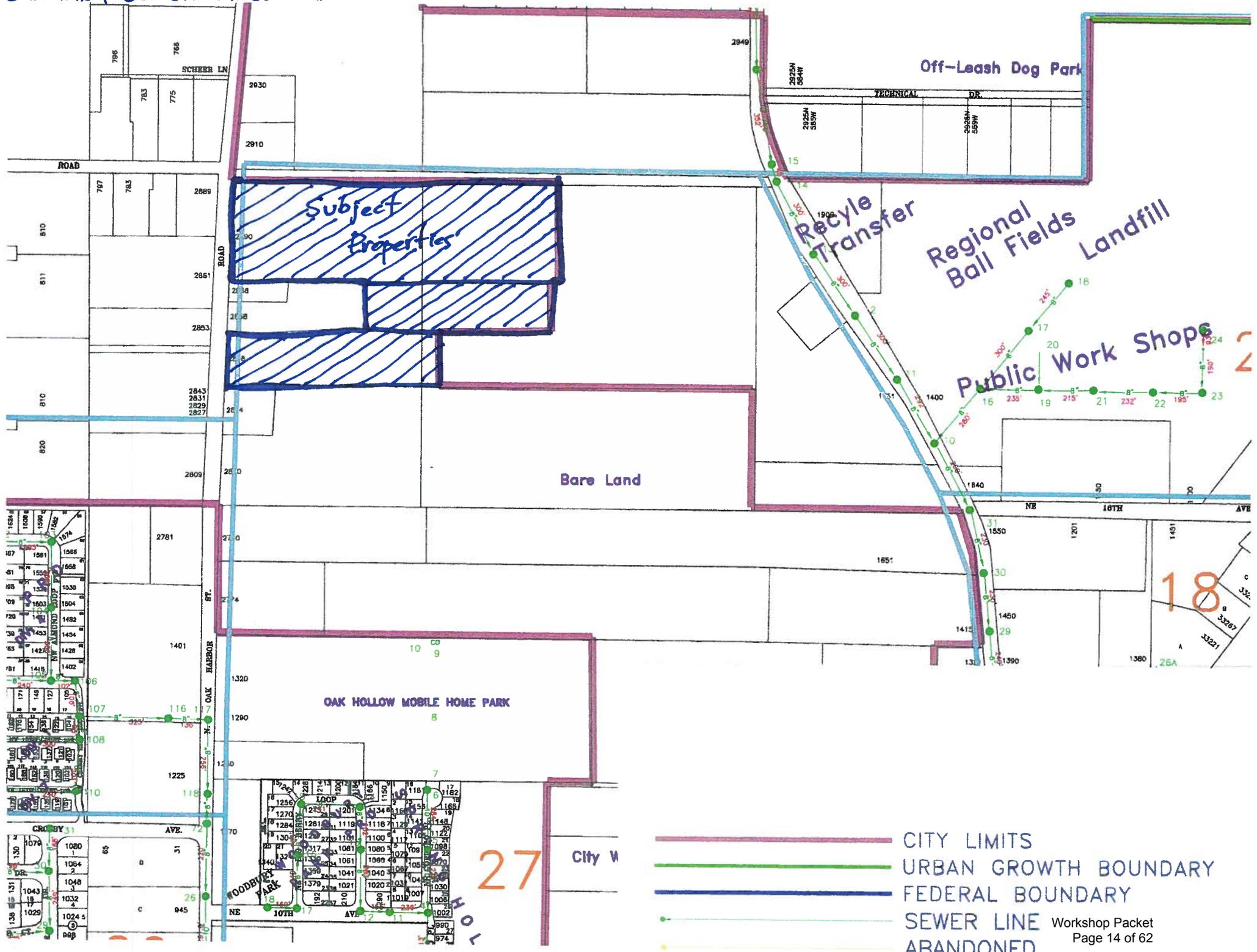
City of Oak Harbor
 Future Land Use Map Designation Map
 Adopted December 2012

- City Boundary
- Urban Growth Boundary* (City of Oak Harbor Adopted)
- Urban Growth Boundary* (Island County Adopted)
- Central Business District
- Enterprise Area
- NAS Noise Subdistricts
- Federal
- NAS Whidbey Accident Potential Zone
- Subdistrict 1
- Subdistrict 2
- Subdistrict 3

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

Notice: All data on this map is for display only. An employee of the City of Oak Harbor reserves the authority, in whole or in part, to modify or amend this information without any notice. The City of Oak Harbor is not responsible for any errors or omissions in this information. The City of Oak Harbor is not responsible for any errors or omissions in this information. The City of Oak Harbor is not responsible for any errors or omissions in this information. The City of Oak Harbor is not responsible for any errors or omissions in this information.

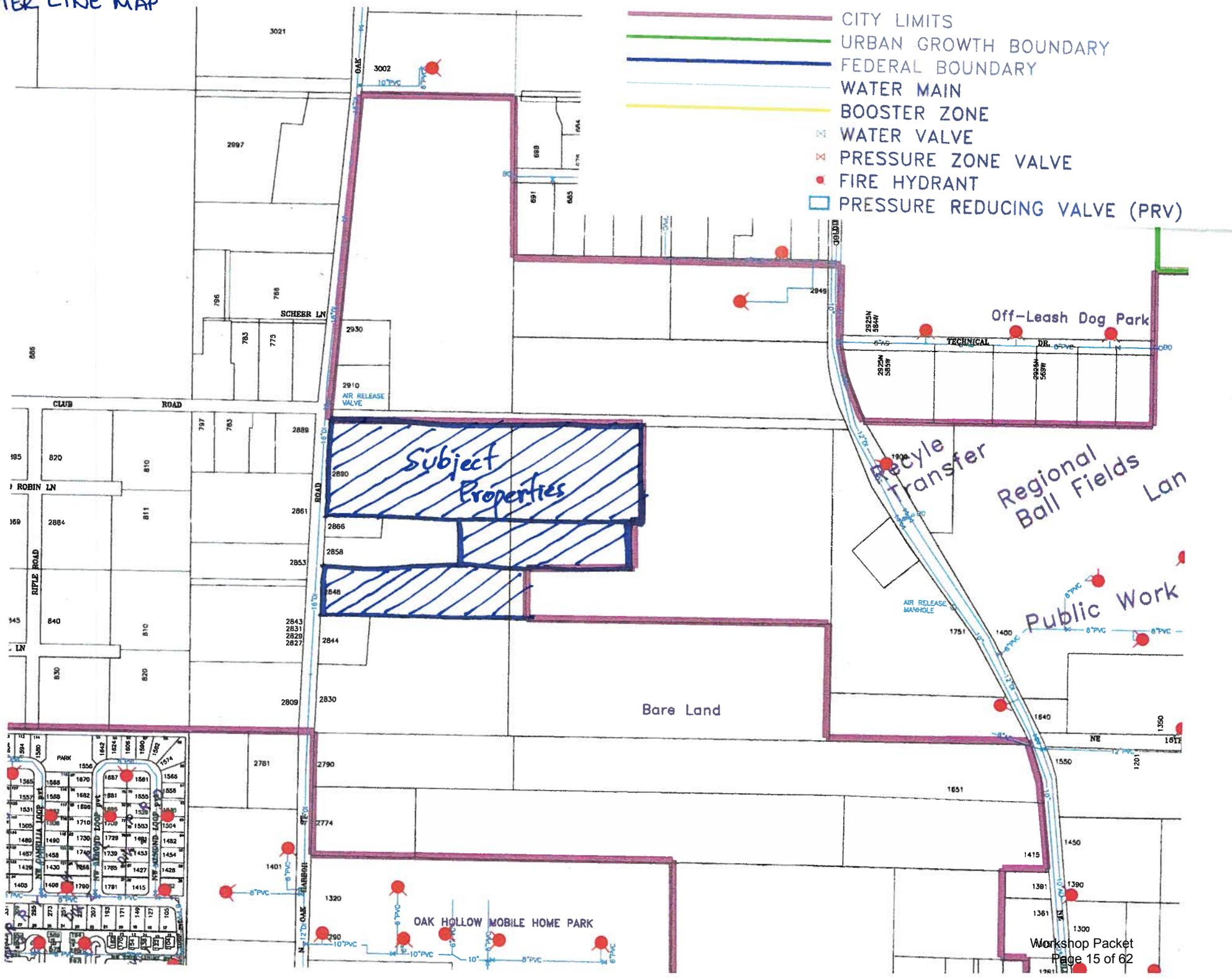




- CITY LIMITS
- URBAN GROWTH BOUNDARY
- FEDERAL BOUNDARY
- SEWER LINE
- ABANDONED

WATER LINE MAP

- CITY LIMITS
- URBAN GROWTH BOUNDARY
- FEDERAL BOUNDARY
- WATER MAIN
- BOOSTER ZONE
- X WATER VALVE
- X PRESSURE ZONE VALVE
- FIRE HYDRANT
- PRESSURE REDUCING VALVE (PRV)



Attachment 5: Comprehensive Plan Policies Urban Growth Area Element

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

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

Discussion:

This policy is to be used solely as a guide to prevent leap-frogging and not as a means of preventing growth.

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

Discussion:

An unincorporated enclave is an area completely surrounded by incorporated parts of the city. However, the City may make exceptions to this policy in cases where the potential enclave is already characterized by urban density. In such cases, the City should first encourage petitioners to work with property owners inside the potential enclave to include them in the annexation area. Failing this preferred option, only then should the City consider whether the annexation would further other Comprehensive Plan goals, such as economic development, and otherwise be consistent with annexation policies.

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

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

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

Discussion:

Provide foreseeable cost estimates where possible.

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

Discussion:

Public safety shall be ensured by the following:

- * An inspection will be conducted of all properties within the proposed annexation area. The Fire Department will identify deficiencies of fire and life safety codes to property owners and City Council. Actions for addressing the deficiencies within specified time frames as recommended by the Fire Department and subject to approval by City Council, will be in the annexation agreement.
- * Upon annexation, existing buildings will be required to have minimum fire-flow within three years for mobile home parks, and two years for all other buildings, or by annexation agreement. Smaller, individually developed properties should not be burdened by excessive costs of utility improvements beyond their normal proportional share of costs. Costs should be proportionate to benefit.
- * Existing buildings not conforming to the City's requirement for fire sprinkler systems, will not be subject to retrofitting until the building is remodeled, modified or has an occupancy reclassification. Occupancies or portions thereof classified as hazardous and/or required to have fire suppression systems in accordance with the Uniform Building Code will be required to install an approved system within one year.

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

Discussion

The intent is to preserve the City's current fire rating and LOS and protect public welfare by providing a water supply of sufficient quantity and pressure for fire protection. In all instances, areas to be annexed should be analyzed for their potential effect on the City's fire rating. Programs should be established to assure improvements are made in the annexed area or to correct identified deficiencies made elsewhere in the City to balance rating deficiencies in the annexed area. Property owners in the annexing area may be required to pay all or a portion of the cost to correct the deficiencies in their area.

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

Discussion

The intent is to protect the residents of the City from a reduced level of police services due to annexation. In all instances the areas to be annexed should be analyzed for their potential effect on the City's current level of police protection. Increases in police personnel may be necessary in order to remain at it's present LOS. The City should have a method for analyzing the fiscal impacts of annexation on police services.

- 4.h Annexation proposals should describe the method and level of funding for capital facilities needed to serve the annexed area.
- 4.i Proponents of annexation in developed or partially developed areas should pay their fair share of the costs of urban services and public improvements required to meet the City's LOS standards.

Discussion

This commitment to meet the City's LOS standards should be identified by all annexation agreements, including pre-annexation agreements.

- 4.j The City may require the preparation of a fiscal impact study which addresses long and short-term economic impacts to the City.
- 4.k Annex, when possible, areas of sufficient size that square off City boundaries and enhance circulation.

Discussion

This policy makes subarea planning for local roads and utilities more efficient.

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

Goal 5 - New neighborhoods annexed into the City should contribute in a positive manner to sustain and enhance the quality of life for all Whidbey Island citizens while promoting a strong sense of place for Oak Harbor.

- Policy:**
- 5.a Annexation agreements should include a preliminary plan for a transportation network that emphasizes connections to existing neighborhoods, streets and pedestrian facilities.
 - 5.b Where topography allows, new annexation areas should develop in the traditional lot and block grid pattern that typified early Oak Harbor development and enhances the provision of public facilities and services.
 - 5.c The City should consider the desirability of acquiring potential new public facilities, such as trails, parks or open space lands, during the annexation review process with the cooperation of the petitioners.
 - 5.d In annexation requests where the surrounding land uses could be significantly affected by the potential land uses in the annexing area, the City should require a greenbelt designation of an appropriate width to ameliorate the negative impacts.

Discussion: This policy would apply to the annexation of new industrial lands that abut properties that have historically been used for residential purposes.

5.e The City should adopt standards that support the Comprehensive Plan annexation policies.



Workshop Item

Pending Agenda Items

Item 2. Referral of Change in the Use of 2% Funds to the Lodging Tax Advisory Committee and 45-day Notice – Economic Development

Ethan Spoo, Economic Development Coordinator

Attachments

Attachment A: Draft Agenda Bill

Bill No. _____
Date: August 6, 2014
Subject: Referral of Change in the Use
of Lodging Taxes to Lodging
Tax Advisory Committee

FROM: Ethan Spoo, Economic Development Coordinator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill refers to the Lodging Tax Advisory Committee (LTAC), any changes in the use of Lodging Taxes (2 % Funds) that may be considered by the City.

FISCAL IMPACT DESCRIPTION

Funds Required: \$ _____

Appropriation Source: _____

Each year, the City makes approximately \$15,000 to \$20,000 of its lodging tax revenues available as grants to organizations seeking to attract tourists to Oak Harbor. Until Council's final decision on lodging tax grants later this year, the exact fiscal impact of the grant program will be unknown but is expected to fall in the range mentioned above.

BACKGROUND INFORMATION

Under RCW 67.28.1817, Council refers any changes to the Lodging Tax Advisory Committee for consideration at least 45 days prior to taking action on any such changes. Staff customarily requests action from Council in the late summer or early fall of each year on changes to the use of lodging tax revenues.

RECOMMENDED ACTION

1. A motion to refer potential changes in the use of 2% funds to the Lodging Tax Advisory Committee for review and comment.



Workshop Item

Pending Agenda Items

Item 3. Collective Bargaining Agreement with Teamsters for Public Works – Human Resources

Sara Piccone, Director of Human Resources

Attachments

Attachment A: Draft Agenda Bill

Bill No. _____
Date: August 5, 2014
Subject: The City of Oak Harbor &
Teamsters Local 231
Settlement Agreement

FROM: Sara Piccone, Human Resource Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

To address and resolve the “Wage & Medical” opener provided in the Appendix B of the 2013 -2016 Labor Agreement between the City of Oak Harbor and Teamsters union, Local No. 231.

SUMMARY STATEMENT

The City of Oak Harbor and Teamsters Union, Local 231, adopted a labor agreement commencing August 1, 2013 – December 31, 2016, which provides in Appendix B.II.a and B.II.b. for a “Wage and Medical” opener.

The City of Oak Harbor and Teamsters Union, Local 231, have engaged in mediation and reviewed market studies of bargaining unit positions.

Pursuant to a Public Employment Relations Commission (PERC) Mediator’s suggested resolution, both parties have settled the issues of wage adjustments and the termination of the medical “opt out program” money for impacted employees in the bargaining unit, the details of which are outlined in the attached Memoranda of Settlement dated June 2014.

STANDING COMMITTEE REPORT

None

RECOMMENDED ACTION

Adopt Resolution XX-XX amending the labor agreement between The City of Oak Harbor (Employer) and; Teamsters Local 231 – Public Works Unit (Union) to add the Wage and Benefit Memoranda of Settlement.

ATTACHMENTS

Resolution xx-xx
Exhibit A – Memoranda of Settlement – June 2014 By and Between The City of Oak Harbor (Employer), and Teamsters Local 231- Public Works Unit (Union).

Exhibit B- Appendix A Classifications

Exhibit C – Appendix B Wages

Exhibit D- Labor Agreement between The City of Oak Harbor and Teamsters Union, Local No. 231

DRAFT

RESOLUTION NO. XX-XX

A RESOLUTION OF THE COUNCIL OF THE CITY OF OAK HARBOR AMENDING THE LABOR AGREEMENT BETWEEN THE CITY OF OAK HARBOR (EMPLOYER) AND TEAMSTERS LOCAL 231 – PUBLIC WORKS UNIT (UNION) TO ADD THE JUNE 2014 - WAGE AND BENEFIT MEMORANDA OF SETTLEMENT.

WHEREAS, the City of Oak Harbor and Teamsters labor agreement was last updated on August 1, 2013, which covers August 1, 2013 – December 31, 2016, with a Wage and Medical opener provided in the Appendix B.II.a and B.II.b; and

WHEREAS, The City of Oak Harbor and Teamsters Union, Local 231, have engaged in mediation and reviewed market studies of bargaining unit positions, and

WHEREAS, on July 8, 2014, and pursuant to a Public Relations Commission (PERC) Mediator’s suggested resolution, have settled the issues of wage adjustments and the termination of the medical “opt out program” money for impacted employees in the bargaining unit.

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

Section1.The labor agreement between The City of Oak Harbor (Employer) and; Teamsters Local 231 – Public Works Unit (Union), commencing August 1, 2013, shall be amended to include the Memoranda of Settlement – June 2014 to resolve the Wage and Medical opener.

Section2.This resolution shall become effective upon its passage and approval.

PASSED and approved by the City Council this day of, 2014.

THE CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

Anna Thompson, City Clerk

Grant K. Weed, Interim City Attorney

Introduction:

Adopted:

Published:

MEMORANDA OF SETTLEMENT – June 2014
By and Between
The City of Oak Harbor (Employer), and:
Teamsters Local 231 – Public Works Unit (Union)

- A The parties are signatory to a labor agreement which provides at Appendix B.II.a and B.II.b for a “Wage and Medical” opener, and;
- B The parties have reviewed various forms of market studies of bargaining unit positions, and;
- C The Parties have met in Mediation which, pursuant to a Mediator’s suggested resolution, has resolved the issues of the wage opener, and;

THEREFORE, it is agreed:

- 1. Market adjustments are to be effective through the adoption of replacement Appendix A as of the first full pay period of January 2014. Additional market adjustments, if any, shall be made as of the first full pay period of 2015 and 2016 as set out in the attached Replacement Appendix A.
- 2. Effective as of the first full pay period in January 2014, the wage table attached as replacement Appendix B shall become effective for 2014. For 2015 and 2016 the replacement Appendix B table will be effective as of the first full pay period each January.
- 3. Effective January 1, 2015 the provisions of Section 9.03.1 are satisfied with the open enrollment afforded to bargaining unit employees offering the same choices as the City provides to unrepresented staff pursuant to Resolution 13-24. Such choices shall be made available to bargaining unit employees during the City’s normal open enrollment period in 2014 for 2015 participation and in 2015 for participation in 2016.
 - 3.1. Employees who were receiving “opt out money” during 2013 and during 2014 prior to the date of this settlement shall be covered by City Medical in 2014 to the extent of their coverage in 2013 if any.
 - 3.2. Further, for bargaining unit employees paid “opt out money” in 2013 and in 2014 and who did not enroll in any City medical plan such employees will be eligible for medical enrolment as provided in 3, above for 2015.
- 4. It is agreed that all “opt out money” ended as of January 1, 2014.
 - 4.1. Employees receiving money considered to be “opt out money” shall as of January 1, 2014, be covered by City Resolution 13-27 whereby their “opt out money” payments will be included in their individual wage rate (red circle rate) until such time as the wage rate in Appendix B for their classification shall exceed their individual wage rate. Administration of this provision shall be consistent with Resolution 13-27.
 - 4.2. All “opt out money” received by any employee after January 1, 2014 shall be constructive wages and such amounts are paid as “red circle” wages pursuant to Resolution 13-27

THE FOREGOING BEING THE AGREEMENT OF THE PARTIES

BY: _____
Mayor, City of Oak Harbor

BY: _____
Secretary/Treasurer, Teamsters 231

APPENDIX A CLASSIFICATIONS

The City and the Union reserve the right to correct classification references as certified by the PERC; and, the references to appropriate Divisions within Public Works.

		2013/ 2014	Market Ranges
Construction Inspector	Eng	N-41	Up 1 range in 2014 and 2015
Equipment Mechanic	ER&R	N-40	Up 1 range in 2014
WWTP Laboratory Technician	WWT	N-40	
Engineer Technician	Eng	N-38	Up 1 range in 2014 and 2015
Solid Waste Spec II	SW	N-37	Up 1 range in 2014
Storm Drain/ WW Collections Spec II	WW	N-37	Up 1 range in 2014 and 2015
Streets Spec II	Str	N-37	Up 1 range in 2014 and 2015
Water Spec II	Wat	N-37	Up 1 range in 2014 and 2015
WWTP Operator II (new SS04)	WWT	N-37	Up 1 range in 2014
Adm Asst - Eng	Eng	N-36	
Parks Maintenance II (new SS04)	Pks	N-36	Up 1 range in 2014 and 2015
Facilities & Utilities Worker	Fac	N-35	Up 1 range in 2014 and 2015 and 2016
WWTP Operator I	WWT	N-35	
Parks Maint Spec I (new SS04)	Pks	N-32	
Solid Waste Spec I (new SS04)	SW	N-32	
Storm Drain/ WW Collections Spec I	WW	N-32	
Streets Specialist I	Str	N-32	
Water Specialist I	Wat	N-32	
WWTP Operator-In-Training	WWT	N-32	

City Divisions are:

- Engineering
- Equipment Rental & Repair
- Facilities
- Parks
- Solid Waste
- Streets
- Waste Water (Storm-water)
- Waste Water Treatment (Plant)
- Water (Potable)

APPENDIX B WAGES

Wage Tables:

Effective the 1st full pay period of the named year

Salary	Proficiency Level		2014	2.0%				
Range	A	B	C	D	E	F	G	H
T20	\$18.74	\$19.30	\$19.88	\$20.47	\$21.08	\$21.72	\$22.37	\$23.04
T21	\$19.30	\$19.88	\$20.47	\$21.08	\$21.72	\$22.37	\$23.04	\$23.73
T22	\$19.88	\$20.47	\$21.08	\$21.72	\$22.37	\$23.04	\$23.73	\$24.44
T23	\$20.47	\$21.08	\$21.72	\$22.37	\$23.04	\$23.73	\$24.44	\$25.17
T24	\$21.08	\$21.72	\$22.37	\$23.04	\$23.73	\$24.44	\$25.17	\$25.93
T25	\$21.72	\$22.37	\$23.04	\$23.73	\$24.44	\$25.17	\$25.93	\$26.70
T26	\$22.37	\$23.04	\$23.73	\$24.44	\$25.17	\$25.93	\$26.70	\$27.51
T27	\$23.04	\$23.73	\$24.44	\$25.17	\$25.93	\$26.70	\$27.51	\$28.33
T28	\$23.73	\$24.44	\$25.17	\$25.93	\$26.70	\$27.51	\$28.33	\$29.17
T29	\$24.44	\$25.17	\$25.93	\$26.70	\$27.51	\$28.33	\$29.17	\$30.05
T30	\$25.17	\$25.93	\$26.70	\$27.51	\$28.33	\$29.17	\$30.05	\$30.95
Salary	Proficiency Level		2015	2.0%				
Range	A	B	C	D	E	F	G	H
T20	\$19.11	\$19.68	\$20.28	\$20.88	\$21.51	\$22.15	\$22.82	\$23.50
T21	\$19.68	\$20.28	\$20.88	\$21.51	\$22.15	\$22.82	\$23.50	\$24.20
T22	\$20.28	\$20.88	\$21.51	\$22.15	\$22.82	\$23.50	\$24.20	\$24.93
T23	\$20.88	\$21.51	\$22.15	\$22.82	\$23.50	\$24.20	\$24.93	\$25.68
T24	\$21.51	\$22.15	\$22.82	\$23.50	\$24.20	\$24.93	\$25.68	\$26.45
T25	\$22.15	\$22.82	\$23.50	\$24.20	\$24.93	\$25.68	\$26.45	\$27.24
T26	\$22.82	\$23.50	\$24.20	\$24.93	\$25.68	\$26.45	\$27.24	\$28.06
T27	\$23.50	\$24.20	\$24.93	\$25.68	\$26.45	\$27.24	\$28.06	\$28.89
T28	\$24.20	\$24.93	\$25.68	\$26.45	\$27.24	\$28.06	\$28.89	\$29.76
T29	\$24.93	\$25.68	\$26.45	\$27.24	\$28.06	\$28.89	\$29.76	\$30.65
T30	\$25.68	\$26.45	\$27.24	\$28.06	\$28.89	\$29.76	\$30.65	\$31.57
T31	\$26.45	\$27.24	\$28.06	\$28.89	\$29.76	\$30.65	\$31.57	\$32.52
Salary	Proficiency Level		2016	2.5%				
Range	A	B	C	D	E	F	G	H
T20	\$19.59	\$20.18	\$20.78	\$21.40	\$22.04	\$22.70	\$23.39	\$24.09
T21	\$20.18	\$20.78	\$21.40	\$22.04	\$22.70	\$23.39	\$24.09	\$24.80
T22	\$20.78	\$21.40	\$22.04	\$22.70	\$23.39	\$24.09	\$24.80	\$25.55
T23	\$21.40	\$22.04	\$22.70	\$23.39	\$24.09	\$24.80	\$25.55	\$26.32
T24	\$22.04	\$22.70	\$23.39	\$24.09	\$24.80	\$25.55	\$26.32	\$27.11
T25	\$22.70	\$23.39	\$24.09	\$24.80	\$25.55	\$26.32	\$27.11	\$27.92
T26	\$23.39	\$24.09	\$24.80	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76
T27	\$24.09	\$24.80	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76	\$29.61
T28	\$24.80	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76	\$29.61	\$30.50
T29	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76	\$29.61	\$30.50	\$31.42
T30	\$26.32	\$27.11	\$27.92	\$28.76	\$29.61	\$30.50	\$31.42	\$32.36
T31	\$27.11	\$27.92	\$28.76	\$29.61	\$30.50	\$31.42	\$32.36	\$33.33



Workshop Item

Pending Agenda Items

Item 4. New Legislation for Employee Unpaid Religious Holidays – Human Resources

Sara Piccone, Director of Human Resources

Attachments

Attachment A: Draft Agenda Bill

Bill No.
Date: August 6, 2014
Subject: Resolution 14-24 Employee
Policy Manual Amendment–
Faith Based Leave

FROM: Sara Piccone, Human Resource Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents a resolution to amend the Employee Policy Manual to incorporate new State legislation effective June 12, 2014 requiring local government entities to accommodate up to two (2) unpaid holidays per calendar year for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.”

SUMMARY STATEMENT

During the 2014 legislative session, the Washington State Legislature passed Substitute Senate Bill 5173. SSB 5173 allows employees of government entities to take time off for faith based reasons. Specifically, SSB 5173 provides employees of local government entities with up to two unpaid holidays per calendar year for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.” SSB 5173 requires the local government entity to grant the request unless the absence would impose an “undue hardship” or the employee’s presence is necessary to maintain public safety. The new legislation directs the Office of Financial Management to define what “undue hardship” means in this context. On June 4, 2014 the OFM issued an emergency rule defining an “undue hardship.” WAC 82-56-020.

SSB 5173 requires local government entities to adopt ordinances or resolutions setting forth the process by which employees may request a day off and the employer may obtain information about the request. Based on this new legislation, the City must update its Employee Policy Manual to provide its employees with the information necessary to request unpaid leave under the new law. The attached Resolution 14-24 proposes to amend the Policy Manual in accordance with the new law.

WORKSHOP REPORT

This item was discussed at the July 23, 2014 City Council workshop.

RECOMMENDED ACTION

Adopt Resolution 14-24 amending the Employee Policy Manual to allow employees to receive up to two unpaid holidays per calendar year for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.”

ATTACHMENTS

Draft Resolution 14-24

Exhibit A - Handbook Policy Provision “Religious Leave”

RESOLUTION NO.14-24

A RESOLUTION OF THE COUNCIL OF THE CITY OF OAK HARBOR AMENDING THE CITY EMPLOYEE POLICY MANUAL TO ALLOW EMPLOYEES TO RECEIVE UP TO TWO (2) UNPAID HOLIDAYS PER CALENDAR YEAR FOR “A REASON OF FAITH OR CONSCIENCE OR AN ORGANIZED ACTIVITY CONDUCTED UNDER THE AUSPICES OF A RELIGIOUS DENOMINATION, CHURCH, OR RELIGIOUS ORGANIZATION.”

WHEREAS, the Employee Policy Manual was last updated on June 18, 2012; and

WHEREAS, on June 12, 2014, new legislation went into effect requiring government employers to provide up to two unpaid holidays per year for faith based reasons; and

WHEREAS, all local agencies must adopt guidelines by resolution or ordinance implementing the new faith based leave law;

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

Section1. The Employee Policy Manual, last updated on June 18, 2012, shall be amended to include Exhibit A to this Resolution, “Religious Leave”, which allows employees to receive up to two (2) unpaid holidays per calendar year for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.”

Section2. This resolution shall become effective upon its passage and approval.

PASSED and approved by the City Council this day of, 2014.

THE CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

Introduction:

Adopted:

Published:

EXHIBIT A

Religious Leave

Consistent with Washington law all employees are entitled to up to two (2) unpaid holidays per calendar year for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.”

A partial day off will count as a full day toward your yearly allotment of two days.

The law provides for unpaid leave, and there is no provision for substituting paid time off. If you wish to be compensated for the time off, please follow the policies for using accrued vacation leave or compensatory time.

Employees who seek to take a day off or partial day off under this law, must submit a written request to their Department Head or designee(s), with a copy to Human Resources, at least two (2) weeks in advance of the requested start date of the leave. Untimely requests will only be considered if you can demonstrate that timely notice was not possible under the circumstances.

The written request should include the employee’s name, the date of the days or partial days off requested, and a sufficient description of the reason for the time off so that the City can determine whether the request is appropriate under the law. The City may seek more information regarding the request if the information provided is insufficient to make a determination.

The City may deny the request if it was not submitted in a timely fashion, the reason for the requested leave is not appropriate under the law, the employee has already exhausted his/her allotment of days off under the law, the employee is in a public safety position, such as police, fire, or dispatch, and granting the leave would result in the shift falling below necessary staffing levels, or granting the request would cause an undue hardship as defined by the Office of Financial Management in WAC 82-56-020.

The two unpaid holidays allowed by this section must be taken during the calendar year, if at all, and may not be carried over from one year to the next.



Workshop Item

Pending Agenda Items

Item 5. Local Agency Agreements with WSDOT for Veteran's Park Sidewalk Repair and Whidbey Avenue Crosswalk Projects – Public Works

Cathy Rosen, Director of Public Works

Attachments

Attachment A: Draft Agenda Bill – Waterfront Trail Enhancement Project

Attachment B: Draft Agenda Bill – Whidbey Avenue Pedestrian Crossing Project

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

Bill No. _____
Date: August 6, 2014
Subject: Local Agency Agreement for the
Waterfront Trail Enhancement
Project

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to request adoption of Resolution 14-31 accepting the terms of the Washington State Department of Transportation Local Agency Agreement pertaining to federal funding of a portion of the Waterfront Trail Enhancement Project.

FISCAL IMPACT DESCRIPTION

Funds Required: \$0.00
Appropriation Source: _____

SUMMARY STATEMENT

The Oak Harbor Waterfront Trail extends from the Oak Harbor Marina across to Trailhead Park on SW Scenic Heights Street. On February 1, 2013 a bluff slide was observed adjacent to the Waterfront Trail in Veteran’s Park. The slide forced closure of a portion of the sidewalk that is the trail through the Park because of the potentially dangerous unstable soil conditions.

The Waterfront Trail is a primary and valuable pedestrian and recreational facility for the community. Oak Harbor has continually invested in the Waterfront Trail by acquiring easements, building new sections and extending the trail. The *Parks, Recreation and Open Space* element of the Comprehensive Plan identifies the Waterfront Trail as a primary facility and identifies the need for additional improvements and connections to other facilities throughout the City and surroundings. The slide event in Veteran’s Park precipitated development of the Waterfront Trail Enhancement Project which includes repair and improvements to the slide area, installation of six informational kiosks at key locations and a new view area along East Pioneer Way.

The current federal transportation funding program includes the Transportation Alternative Program (TAP) wherein federal funds are allocated for transportation related projects that are not focused on motorized vehicles. TAP funds are allocated to each state which, in turn, allocates the funds regionally. The Skagit – Island Regional Transportation Planning Organization issued a call for TAP eligible projects last fall and Oak Harbor submitted a funding application in the

amount of \$442,100 for the Waterfront Trail Enhancements Project. The project was evaluated in a competitive process with projects proposed by other local and regional agencies. The Waterfront Trail Enhancement Project was selected for TAP funding in the amount of \$150,000, the amount remaining after awarding funds to higher ranking projects. The scope of the project was reduced to repair of the slide area, reconstructing the trail and surrounding landscaping in order to fit within the available budget.

The Washington State Department of Transportation administers federal transportation funds provided to local agencies through the Highways and Local Programs Division. A Local Agency Agreement (LAA) and Local Agency Federal Aid Project Prospectus must be completed and submitted to the Highways and Local Programs Division prior to receiving any federal funds. The LAA presented with this agenda bill is for funds to be used for design and permitting of the project and is in the amount of \$30,000. By adopting Resolution 14-31 Oak Harbor agrees to the terms and conditions of the LAA and the scope of the project described in the Prospectus. This includes application of federal environmental, contracting and accounting requirements to the project. Federal funds are provided on a reimbursement basis. It will be necessary to repeat this process for federal funds necessary to construct the project.

CITY COUNCIL WORKSHOP

This item was presented at the July 23, 2014 workshop.

RECOMMENDED ACTION

Adoption of Resolution 14 – 31

ATTACHMENTS

Local Agency Agreement

Local Agency Federal Aid Project Prospectus

CITY OF OAK HARBOR
RESOLUTION NO. 14-31

**A RESOLUTION OF THE OAK HARBOR CITY COUNCIL ACCEPTING
AND AGREEING TO COMPLY WITH THE REGULATIONS, POLICIES
AND PROCEDURES INCLUDED IN THE LOCAL AGENCY
AGREEMENT FOR FEDERAL FUNDING OF THE DESIGN PHASE OF
THE WATERFRONT TRAIL ENHANCEMENT PROJECT**

WHEREAS, a February 2013 landslide on the bluff in Veteran's Park caused a section of the Waterfront Trail to be closed for public safety.

WHEREAS, the Waterfront Trail is a vital, heavily used recreational and pedestrian travel facility connecting many important features and areas of Oak Harbor.

WHEREAS, the Waterfront Trail Enhancement Project was developed to repair slide damage, re-establish the paved trail connection between the Downtown and the Marina and provide enhancements to the Waterfront Trail.

WHEREAS, a Transportation Alternative Program federal grant funding application for the Waterfront Trail Enhancement Project was submitted to the Skagit-Island Regional Transportation Planning Organization.

WHEREAS, the Waterfront Trail Enhancement Project was evaluated and selected by the Skagit-Island Regional Transportation Planning Organization for funding by the federal Transportation Alternative Program.

WHEREAS, the Washington State Department of Transportation administers federal Transportation Alternative Program funds allocated to the State of Washington.

WHEREAS, a Local Agency Agreement with the Washington State Department of Transportation completed on the prescribed form is required before federal funds can be used to reimburse Oak Harbor for the costs of designing the project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor as follows: The City of Oak Harbor hereby agrees to comply with the terms and conditions set forth in the Local Agency Agreement for the Waterfront Trail Enhancement Project.

PASSED by the City Council and approved by its Mayor this 6th day of August, 2014.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

DRAFT

Local Agency Agreement

Agency City of Oak Harbor

Address 865 S.E Barrington Drive, Oak Harbor, WA
98277

CFDA No. 20.205
(Catalog of Federal Domestic Assistance)

Project No. _____

Agreement No. _____

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Waterfront Trail Enhancement Project Length 2.09 mi.

Termini Oak Harbor Marina to SW Scenic Heights Street

Description of Work

Repair of damaged section of existing trail, construction of new sidewalk, installing way-finding information, landscaping, historic and environmental education.

Proposed Advertisement Date:

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
_____ % a. Agency			
b. Other Consultant	29,000.00		29,000.00
c. Other			
Federal Aid Participation Ratio for PE d. State	1,000.00		1,000.00
e. Total PE Cost Estimate (a+b+c+d)	30,000.00		30,000.00
Right of Way			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
_____ % k. Contract			
l. Other			
m. Other			
n. Other			
o. Agency			
p. State			
Federal Aid Participation Ratio for CN q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	30,000.00		30,000.00

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Agency Official

By _____

Title Mayor, City of Oak Harbor

Washington State Department of Transportation

By _____

Director of Local Programs

Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement
The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

DRAFT

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency’s share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency’s share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States, WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal aid in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment in excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that liquidated damages provision of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions

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Prefix	Route	()	Date	7/17/2014
Federal Aid Project Number			DUNS Number	054009196
Local Agency Project Number	ENG 13-04	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001476

Agency City of Oak Harbor	CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Waterfront Trail Enhancement Project	Start Latitude N48-17'-20.39"	Start Longitude W122-38-08.04
	End Latitude N	End Longitude W
Project Termini From - To Oak Harbor Marina SW Scenic Heights St.	Nearest City Name Oak Harbor	Project Zip Code (+ 4) 98277-3280
From To	Length of Project 2.09 mi	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number 0895	County Number 15
	County Name Island	WSDOT Region Northwest Region
Congressional District Congressional District 2	Legislative Districts Legislative District 10	Urban Area Number 19

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$30,000		\$30,000	Nov. 2014
R/W				
Const.	\$120,000		\$120,000	Aug. 2015
Total	\$150,000		\$150,000	

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Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width Trail width: 8 ft	Number of Lanes na
<p>The Oak Harbor Waterfront Trail is a pedestrian facility that spans the entire water front of the city. Most of the trail is paved with asphalt or concrete cement pavement. The trail at the project site is cement concrete eight feet wide. The existing trail at the project site was undermined by a land slide in 2013 and has been closed since. The trail on either side of the slide is in good condition.</p>	

Description of Proposed Work
<p>Description of Proposed Work (Attach additional sheet(s) if necessary)</p> <p>Repair of damaged section of existing trail, construction of new sidewalk, installing way-finding information, landscaping and historic and environmental education.</p>

Local Agency Contact Person John Piccone	Title Project Engineer	Phone 360 279-4778
Mailing Address 865 SE Barrington Drive	City Oak Harbor	State WA
		Zip Code 98277-3280

Project Prospectus Approval	By _____	Approving Authority
	Title Mayor, City of Oak Harbor	Date _____

Agency City of Oak Harbor	Project Title Waterfront Trail Enhancement Project	Date 7/17/2014
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Railroad <input type="checkbox"/> Bridge	8 ft	1
<input checked="" type="checkbox"/> Path / Trail <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> Parking		
<input type="checkbox"/> 3-R <input type="checkbox"/> 2-R <input type="checkbox"/> Other		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	na	na
Design Speed	na	na
Existing ADT	na	na
Design Year ADT	na	na
Design Year	na	na
Design Hourly Volume (DHV)	na	na

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Performance of Work		
Preliminary Engineering Will Be Performed By Consultant	Others	Agency
	100 %	%
Construction Will Be Performed By General Contractor	Contract	Agency
	100 %	%

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

This project is classified as Categorically Excluded as described in parts 3, 22 and 23 of Section 24.22 a. of the WSDOT Local Agency Guidelines.

Agency City of Oak Harbor	Project Title Waterfront Trail Enhancement Project	Date 7/17/2014
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Right of Way		
<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
 Utility Relocation are not anticipated and existing major structures are not involved.

FAA Involvement
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks
 Naval Air Station Whidbey Island is located 2 miles north of the project site.

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This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Oak Harbor

Date August 6, 2014

By _____
 Mayor/Chairperson

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

Bill No. _____
Date: August 6, 2014
Subject: Local Agency Agreement for the
Whidbey Avenue Pedestrian
Crossing Project

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to request adoption of Resolution 14-30 accepting the terms of the Washington State Department of Transportation Local Agency Agreement pertaining to federal funding of the Whidbey Avenue Pedestrian Crossing Project.

FISCAL IMPACT DESCRIPTION

Funds Required: \$0.00
Appropriation Source: _____

SUMMARY STATEMENT

The segment of East Whidbey Avenue between SR-20 and Oak Harbor Street is the busiest east-west arterial street in Oak Harbor carrying an average of 10,200 vehicles per day. The street segment is five lanes wide and is situated between a large multi-family neighborhood on the north side and a shopping center and transit stop on the south. This has resulted in chronic mid-block jay-walking by pedestrians traveling between their homes and the commercial areas and transit stop on the opposite side of the street.

The Whidbey Avenue Pedestrian Crossing project is intended to provide a safe and convenient place for pedestrians to cross East Whidbey Avenue. The conceptual plan includes a pedestrian refuge island in the center of the street, a pedestrian-activated warning system and adjacent curb ramps. All of the facilities will be built in conformance with the American's with Disabilities Act.

The current federal transportation funding program includes the Transportation Alternative Program (TAP) wherein federal funds are allocated for transportation related projects that are not focused on motorized vehicles. TAP funds are allocated to each state which, in turn, allocates the funds regionally. The Skagit – Island Regional Transportation Planning Organization issued a call for TAP eligible projects last fall and Oak Harbor submitted a funding application in the amount of \$224,500 for the Whidbey Avenue Pedestrian Crossing. The project was evaluated in

a competitive process with projects proposed by other local and regional agencies and was selected for TAP funding.

The Washington State Department of Transportation administers federal transportation funds provided to local agencies through the Highways and Local Programs Division. A Local Agency Agreement (LAA) and Local Agency Federal Aid Project Prospectus must be completed and submitted to the Highways and Local Programs Division prior to receiving any federal funds. The LAA presented with this agenda bill is for funds to be used for design and permitting of the project and is in the amount of \$23,000. By adopting Resolution 14-30 Oak Harbor agrees to the terms and conditions of the LAA and the scope of the project described in the Prospectus. This includes application of federal environmental, contracting and accounting standards to the project. Federal funds are provided on a reimbursement basis. It will be necessary to repeat this process for federal funds necessary to construct the project.

CITY COUNCIL WORKSHOP

This item was presented at the July 23, 2014 workshop.

RECOMMENDED ACTION

Adoption of Resolution 14 – 30

ATTACHMENTS

Local Agency Agreement

Local Agency Federal Aid Project Prospectus

CITY OF OAK HARBOR
RESOLUTION NO. 14-30

**A RESOLUTION OF THE OAK HARBOR CITY COUNCIL ACCEPTING
AND AGREEING TO COMPLY WITH THE REGULATIONS, POLICIES
AND PROCEDURES INCLUDED IN THE LOCAL AGENCY
AGREEMENT FOR FEDERAL FUNDING OF THE DESIGN PHASE OF
THE WHIDBEY AVENUE PEDESTRIAN CROSSING PROJECT**

WHEREAS, chronic pedestrian jay-walking occurs on East Whidbey Avenue between Oak Harbor Street and SR-20 which causes a traffic safety hazard to the pedestrians and drivers using the street.

WHEREAS, the land uses, residential and commercial, on opposite sides of East Whidbey Avenue between Oak Harbor Street and SR-20 creates a significant pedestrian travel demand for crossing East Whidbey Avenue.

WHEREAS, the Whidbey Avenue Pedestrian Crossing project was developed to provide a safe, efficient pedestrian route across E. Whidbey Avenue.

WHEREAS, a Transportation Alternative Program federal grant funding application for the Whidbey Avenue Pedestrian Crossing Project was submitted to the Skagit-Island Regional Transportation Planning Organization.

WHEREAS, the Whidbey Avenue Pedestrian Crossing project was evaluated and selected by the Skagit-Island Regional Transportation Planning Organization for funding by the federal Transportation Alternative Program.

WHEREAS, the Washington State Department of Transportation administers federal Transportation Alternative Program funds allocated to the State of Washington.

WHEREAS, a Local Agency Agreement with the Washington State Department of Transportation completed on the prescribed form is required before federal funds can be used to reimburse Oak Harbor for the costs of designing the project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor as follows: The City of Oak Harbor hereby agrees to comply with the terms and conditions set forth in the Local Agency Agreement for the Whidbey Avenue Pedestrian Crossing Project.

PASSED by the City Council and approved by its Mayor this 6th day of August, 2014.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

DRAFT

Local Agency Agreement

Agency City of Oak Harbor
Address 865 S.E. Barrington Drive, Oak Harbor, WA
98277

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
Project No. _____
Agreement No. _____
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Whidbey Avenue Pedestrian Crossing Length 0.04 mi
 Termini E. Whidbey Ave.

Description of Work

Mid-block pedestrian crossing, center refuge island, pedestrian-activated warning system, ADA retrofit, sidewalk

Proposed Advertisement Date:

Type of Work	Estimate of Funding		
	(1) Estimated Project Total	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
<u>100</u> % a. Agency			
b. Other	1,000.00		22,000.00
c. Other			
Federal Aid Participation Ratio for PE d. State	1,000.00		1,000.00
e. Total PE Cost Estimate (a+b+c+d)	23,000.00		23,000.00
Right of Way			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
_____ % k. Contract			
l. Other			
m. Other			
n. Other			
Federal Aid Participation Ratio for CN o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	23,000.00		23,000.00

Agency Official
 By _____
 Title Mayor, City of Oak Harbor

Washington State Department of Transportation
 By _____
 Director of Local Programs
 Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement
The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project. If the Local Agency advertises and awards the contract, the State shall review the work to ensure conformity with the approved plans and specifications.



III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervisory and inspection shall be limited to ensuring a project is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

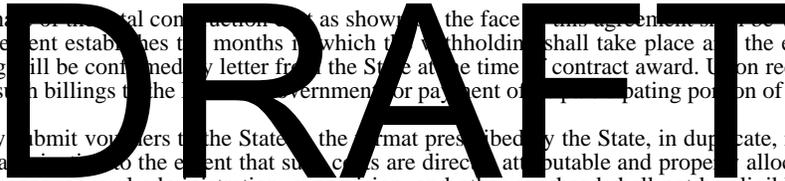
1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency’s share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency’s share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding shall be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of the participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.



The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: that if the applicant so provides, the above equal opportunity clause is not applicable to any agency instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts, grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Additional Provisions

Prefix	Route	()	Date	7/17/2014
Federal Aid Project Number			DUNS Number	054009196
Local Agency Project Number	ENG 14-02	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001476

Agency City of Oak Harbor	CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Whidbey Avenue Pedestrian Crossing	Start Latitude N48-17-54.56 End Latitude N	Start Longitude W122-39-19.98 End Longitude W
Project Termini From - To E. Whidbey Avenue	Nearest City Name Oak Harbor	Project Zip Code (+ 4) 98277-3280
From To	Length of Project approx. 100 ft	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number 0895	County Number 15
Congressional District Congressional District 2	County Name Island	WSDOT Region Northwest Region
Legislative Districts Legislative District 10	Urban Area Number 19	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$23,000		\$23,000	Nov. 2014
R/W				
Const.	\$201,500		\$201,500	Aug. 2015
Total	\$224,500		\$224,500	

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Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width 75 feet	Number of Lanes 5
<p>Whidbey Avenue is the primary east-west street in Oak Harbor. The functional classification of Whidbey Avenue is Minor Arterial. The existing street section includes sidewalk on both sides, two lanes in either direction and a center two-way left turn lane. The condition of Whidbey Avenue at the project site is fair. The existing asphalt concrete pavement has some cracking but remains in sufficiently good condition to be rehabilitated with an overlay.</p>	

Description of Proposed Work
<p>Description of Proposed Work (Attach additional sheet(s) if necessary)</p> <p>The proposed work is installation of a mid-block pedestrian crossing, center refuge island, pedestrian-activated warning system, ADA retrofit and sidewalk.</p>

Local Agency Contact Person Arnold Peterschmidt	Title Project Engineer	Phone 360 279-4525
Mailing Address 865 SE Barrington Drive	City Oak Harbor	State WA
		Zip Code 98277-3280

Project Prospectus Approval	By _____	Approving Authority
	Title Mayor, City of Oak Harbor	Date Aug 6, 2014

Agency City of Oak Harbor	Project Title Whidbey Avenue Pedestrian Crossing	Date 7/17/2014
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Type of Proposed Work			
Project Type (Check all that Apply)		Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	75 feet	5
<input type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Pedestrian / Facilities		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking		
<input type="checkbox"/> Bridge			
	<input type="checkbox"/> 3-R		
	<input type="checkbox"/> 2-R		
	<input type="checkbox"/> Other		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	na	na
Design Speed	na	na
Existing ADT	na	na
Design Year ADT	na	na
Design Year	na	na
Design Hourly Volume (DHV)	na	na

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Performance of Work			
Preliminary Engineering Will Be Performed By	Consultant	Others	Agency
		100 %	%
Construction Will Be Performed By	General Contractor	Contract	Agency
		100 %	%

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	

Environmental Considerations

This project is Categorically Excluded as described in parts 3, 22, and 23 of Section 24.22 a. of the WSDOT Local Agency Guidelines.

Agency City of Oak Harbor	Project Title Whidbey Avenue Pedestrian Crossing	Date 7/17/2014
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Right of Way		
<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
 Relocation of or adjustments to utilities and existing major structures are not expected.

FAA Involvement
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks
 Whidbey Island Naval Air Station is 0.5 miles north of the project site.

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This project has been reviewed by the legislative body of the administration agency or agencies, or its designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Oak Harbor

Date August 6, 2014

By _____
 Mayor/Chairperson



Workshop Item

Emerging Issues

Item 1. Revenue Projections for 2015-2016 – Finance

Doug Merriman, Director of Finance

Attachments

Attachment A: Target Dates for Budget Preparation Cycle

Targeted Dates for 2015-2016 Budget Preparation Cycle

	<u>Process</u>	<u>Date</u>	<u>2014 Target Dates</u>
	Distribute 2013-14 Budget Goals to Mayor, Council and Department Heads	April	4/16
	Discuss 2015-16 Budget Calendar with Council	April	4/23
	Resolution Adopting 2015-2016 Budget Calendar	May	5/6
	Departments Develop Preliminary Budget Goals for 2015-16 including Captial Projects and Staffing Changes	April/May	5/21
	Review Citywide Goals and Solicit Council Priorities for Biennium List of Projects for 2015-2020 CIP	May	5/28
	Council Workshops (2) to Review 2015-16 Budget Goal Drafts Solicit Council and Public Opinion on City Priorities	June	7/1
	Draft of projected revenues for biennial period	July	7/10
	Budget Instructions Completed and Distributed to City Staff. Supplemental Information Prepared and Distributed to Departments.	July	7/13
	Finance Prepares Documents and Coordinates Revenue Estimates	July	7/15
	Departments Submit Requests for New Programs	July	7/20
	Administration Review of New Programs Requests, Revenue Estimates, and Base Budgets.	October	7/31
	Preparation of Preliminary Base Budget by Finance	August	8/15
	Develop Target Budgets for Departments. Receive Budgets from Departments.	August	8/15

Targeted Dates for 2015-2016 Budget Preparation Cycle

	<u>Process</u>	<u>Date</u>	<u>2014 Target Dates</u>
	Council Workshop Discussing Expenditure Trends, programs, and Updating Budget Environment.	October	10/1
	Preparation of Preliminary Revenues and Resources by Finance. Clerk notification to department heads 14 day requirement for notice of expenditures. (RCW 35A.34.050)	October	10/1
	Preliminary Budget Balanced and Budget Document Draft Prepared and Delivered to City Administrator (RCW 35A.34.070)	October	10/31
	Public Hearings on Budget Plan (appropriate public notice is provided.)	Oct-Nov	Various
	Budget Hearings and Considerations of Departmental Budget Submissions Department Budget Presentations Work Session – Review of Budget Work Session – Review of Budget	October	Various
	Public Hearing – Proposed Preliminary Budget. City Administrator files Preliminary Budget with Clerk prior to 60 days before start of fiscal year (RCW 35A.34.080)	October	10/16
	Mayor’s Preliminary Budget and Message at least 60 before start of fiscal year (RCW 35A.34.090)	October	10/16
	City Clerk Publishes Notice of Preliminary Budget once a week for two weeks. (RCW 35A.34.100)	November	10/31
	Set Property Tax Levies (RCW 84.52.020 and RCW 84.52.070)	15-Nov	11/15
	Motion to Adopt the Preliminary Budget	November	11/6
	Public Hearing – Final Budget; Required Before First Monday in December (as defined by RCW 35A.33.070) ; Adoption of Budget; Also see RCW 35A.34.110.	November	11/20