

City of Oak Harbor

City Council Meeting
Agenda for

June 7, 2011
6:00 p.m.

Flag Day is
June 14th



Oak Harbor City Council
REGULAR MEETING
Tuesday, June 7, 2011, 6:00 p.m.

Welcome to the Oak Harbor City Council Meeting

*As a courtesy to Council and the audience, **PLEASE TURN YOUR CELL PHONES OFF** before the meeting begins. During the meeting's Public Comments section, Council will listen to your input regarding subjects of concern or interest that are not on the agenda. For scheduled public hearings, please sign your name to the sign up sheet, located in the Council Chambers if you wish to speak. The Council will take all information under advisement, but generally will not take any action during the meeting. To ensure your comments are recorded properly, state your name and address clearly into the microphone. Please limit your comments to three minutes in order that other citizens have sufficient time to speak. **Thank you for participating in your City Government!***

CALL TO ORDER

INVOCATION

ROLL CALL

MINUTES 5/17/2011 Regular Meeting

NON-ACTION COUNCIL ITEMS:

1. Presentation to Det. Mike Bailey.
2. Public Comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

3. Consent Agenda:

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- a. Excused Absence – Scott Dudley from the Wednesday, August 3, 2011 Council Meeting.

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- b. Noise Permit – Ft. Nugent Highlands Owner's Association.

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- c. Noise Permit – Kim Derry – Wedding Ceremony.

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- d. Authorization to Advertise for Bids – Safe Routes to School Project.
- e. Approval of Accounts Payable Vouchers (Pay Bills).

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4. Public Art Project – Pioneer Way Improvements (moved from 5/17/11).

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5. Trailhead Park Naming.

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6. Public Hearing – Oak Harbor Municipal Code Revisions – Low Impact Development.

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7. First Quarter 2011 Financial Report.

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8. Update – Pioneer Way Project.

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9. Voting Delegates for AWC Annual Business Meeting.
10. City Administrator's Comments.
11. Council Members' Comments.
 - Standing Committee Reports
12. Mayor's Comments.

ADJOURN

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

"Life is like a ten-speed bicycle. Most of us have gears we never use."
~Charles Schulz

**City Council Meeting
Tuesday, May 17, 2011, 6:00 p.m.
City Hall – Council Chambers**

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

AMENDED AGENDA

The amendments included moving the Selection of Artists – Pioneer Way Improvement Project to June 7, 2011, and Council action after reconvening the meeting following an Executive Session on Pending Litigation – GMA Actions.

MOTION: Councilmember Alberg moved to accept the agenda as amended, the motion was seconded by Councilmember Palmer and carried unanimously.

INVOCATION Councilmember Jim Campbell

ROLL CALL

Mayor Jim Slowik	Paul Schmidt, City Administrator
Seven Members of the Council,	Margery Hite, City Attorney
Rick Alberg	Doug Merriman, Finance Director
Beth Munns	Steve Powers, Development Services Director
Jim Campbell	Cathy Rosen, Public Works Director
Scott Dudley	Rick Wallace, Chief of Police
Danny Paggao, Mayor Pro Tem	Mark Soptich, Fire Chief
Jim Palmer	Mike McIntyre, Senior Services Director
Bob Severns	Renée Recker, Executive Assistant to the Mayor

MINUTES

MOTION: Councilmember Munns moved to approve the 5/3/11 meeting minutes. The motion was seconded by Councilmember Palmer and carried unanimously.

NON-ACTION COUNCIL ITEMS

Public Comments

Barbara Berry-Jacobs, 1385 SE 9th, Oak Harbor. Ms. Berry-Jacobs spoke in support of the Pioneer Way Improvements Project and its progress. She also commended the Arts Commission: they have done a great job and involved the public in the process. Ms. Berry-Jacobs felt the final choices for art on Pioneer Way should rest with the Arts Commission even with the public's input. Trust them to do a good job; they have put a lot of time and effort into this project.

Mayor Slowik added that he looked forward to bringing the selection of artists for Pioneer Way before City Council on June 7, 2011.

Mel Vance, P.O. Box 2882, Oak Harbor. Mr. Vance spoke with concern regarding the 5/3/11 presentation on the Dillard's Neighborhood Sewer LID resolution. After watching the filmed footage of that meeting, Mr. Vance was unclear about the benefit to property not exceeding the cost of the utilities and felt either system would exceed an LID issuance. Mr. Vance talked about including sewer service for both Scenic Heights Drive and the Dillard's Neighborhood in order to spread costs amongst a larger population base. Mr. Vance noted that he was not advocating for either system; look at expanding the contributing area.

With no other comments coming forth, Mayor Slowik closed this portion of the meeting at 6:05 p.m.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS

Consent Agenda

- A. Noise Permit – Rock On! 3x3, North Whidbey Soccer Club Event
- B. Noise Permit – Soccer Fest, North Whidbey Soccer Club Event
- C. Re-Appointment to Personnel Appeals Board – Mick Donahue
- D. Re-Appointment to Arts Commission – Rick Lawler
- E. Re-Appointment to Planning Commission – Bruce Neil
- F. Approval of Accounts Payable Vouchers (Pay Bills)

MOTION: Councilmember Palmer moved to approve Consent Agenda Items A through F with Item F paying Accounts Payable check numbers 145816 – 145833 in the amount of \$1,054.96, Accounts Payable check numbers 145834 – 146033 in the amount of \$475,220.09, and Payroll Check numbers 94711 – 94724 in the amount of \$404,433.02. The motion was seconded by Councilmember Campbell and carried unanimously.

Public Hearing – Ordinance, Regulation of Adult Entertainment

Prosecuting Attorney/Law and Justice Coordinator Bill Hawkins presented this agenda bill and ordinance which would amend Chapter 5.20 of the Oak Harbor Municipal Code and would amend Ordinance 1571 to address licensing and regulation of adult entertainment establishments, managers, and entertainers. Licensing and regulation of adult entertainment must be done in light of well settled decisions of the United States Supreme Court, other Federal courts and the Washington appellate courts on the subject. Because of first amendment considerations, the use is protected within established limitations. The City Council may regulate the use for negative secondary impacts. Many other jurisdictions have studied adult entertainment and determined there were negative impacts upon neighborhoods, property values, and increased municipal services associated with adult entertainment establishments, in addition to associated criminal activity. The City Council may rely on the experiences of other jurisdictions and on findings in appellate court decisions in determining the existence of negative secondary impacts. Mr. Hawkins noted that this is a straight-forward

housekeeping matter and no one has recently expressed interest in opening an adult entertainment business.

Mayor Slowik opened the public hearing at 6:10 p.m. but there were no comments so the public hearing was closed.

Council Discussion

Council Members thanked Mr. Hawkins and the Law Department staff for their work on this ordinance. Councilmember Severns suggested inclusion of a definition for "entity" to better define the type of business (corporation, LLC, etc.) and whether the entity is within the State of Washington or out-of-state. This definition could follow number 4 in 5.20.020, Definitions. Mr. Hawkins felt that using a definition of entity would be broad and did not seem to be a significant issue in this context. Discussion continued about administration of this ordinance and staff training (the City Clerk).

MOTION: Councilmember Munns moved to adopt the proposed ordinance regulating and licensing adult entertainment. The motion was seconded by Councilmember Almberg.

Councilmember Campbell asked about Councilmember Severns' suggestion regarding "entity," and Mr. Hawkins said he could report back on this (independent of this evening's ordinance).

VOTE ON THE

MOTION: The motion carried unanimously.

Selection of Artists – Pioneer Way Improvement Project

This agenda item was moved to the 6/7/2011 City Council Meeting.

Executive Session on Pending Litigation – GMA Actions

Mayor Slowik convened the Executive Session* at 6:15 p.m. for 45 minutes. At 7:00 p.m., Mayor Slowik extended the Executive Session for 15 minutes to 7:15 p.m. At 7:15 p.m., Mayor Slowik extended the Executive Session for 5 additional minutes. The Council meeting reconvened in open session at 7:20 p.m. No action was taken during the Executive Session.

*RCW 42.30.110 (2)

Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.

Growth Management Act Litigation

The purpose of this agenda item was to inform the City Council of litigation options to support the adopted growth management aims of the City. Following discussion with legal counsel (Executive Session above), the City Council was asked to take action to approve legal steps which will include the filing of petitions for review with the Western Washington Growth Management Hearings Board challenging land use actions taken

by Island County which have impaired the City's ability to carry out its own land use objectives. Without legal action, Island County's decision to channel population growth to the rural areas instead of to the cities, thereby reducing the size of the Oak Harbor UGA from that proposed by the City in 2005, will not be subject to legal review for ten years. This means that the City will not have an increased area for expansion and annexation for at least a decade.

MOTION: Councilmember Severns moved to authorize the Mayor to pursue legal action under the Growth Management Act with respect to the Freeland Non-Municipal UGA and the Ten-Year Update of the Island County Urban Growth Areas. The motion was seconded by Councilmember Campbell and carried unanimously.

City Administrator's Comments

City Administrator Paul Schmidt reviewed upcoming meetings noting the June City Council meeting dates: Tuesday, June 7, 2011 and Tuesday June 28, 2011 (changed from 6/21/11 and approved by City Council during their 5/3/11 meeting).

Council Members' Comments

City Council Members gave their respective Standing Committee and Board reports. Councilmember Palmer talked about his upcoming June attendance at a Small Business Economic Conference. Councilmember Severns talked about businesses on Pioneer Way that are doing well and had positive comments about the Pioneer Way Project. Councilmember Munns talked about AWC and the legislature along with planning for the AWC Conference. Councilmember Almberg talked about upcoming sidewalk slab pours on Pioneer Way and the letter submitted by Ron Hancock suggesting the Scenic Heights Trailhead be named Scenic Heights Legacy Park. The park's naming will come before Council soon.

Mayor's Comments

Mayor Slowik talked about Dottie Sanders' art in Council Chambers and read Ms. Sanders' artistic achievements.

ADJOURN

With no other business coming before the City Council, Mayor Slowik adjourned the meeting at 7:35 p.m.

Connie Wheeler
City Clerk

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

Bill No. 2

Date: JUNE 7, 2011

Subject: **PUBLIC COMMENTS**

FROM: **Jim Slowik, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:



Jim Slowik, Mayor

Paul Schmidt, City Administrator

Doug Merriman, Finance Director



Margery Hite, City Attorney

SUMMARY STATEMENT

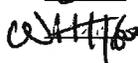
City Council will accept public comments for items not otherwise on the agenda for the first 15 minutes of the Council meeting. You may also speak to any of the consent agenda items.

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

Bill No. C/A 3A
Date: June 7, 2011
Subject: Excused Absence Request
Councilmember Scott Dudley

FROM: Jim Slowik
Mayor

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

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

PURPOSE

The purpose of this agenda bill is to present and approve Councilmember Scott Dudley's excused absence request for the Wednesday, August 3, 2011 City Council meeting.

AUTHORITY

Per RCW 35A.12.060: ...*A council position shall become vacant if the councilmember fails to attend three consecutive regular meetings of the council without being excused by the council.*

SUMMARY STATEMENT

Councilmember Dudley has submitted an excused absence request for the August 3, 2011 City Council meeting.

STANDING COMMITTEE REPORT

N/A

RECOMMENDED ACTION

Approve Councilmember Dudley's excused absence for the Wednesday, August 3, 2011 City Council meeting.

ATTACHMENTS

None

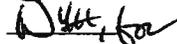
MAYOR'S COMMENTS

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

Agenda Bill No. C/A 3B
Date: June 7, 2011
Subject: Noise Permit – Ft. Nugent Highlands
Owner's Association

FROM: Paul Schmidt, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE:

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from the Ft. Nugent Highlands Owner's Association for amplified sound associated with a block party scheduled for July 2nd, 2011.

AUTHORIZATION:

Oak Harbor Municipal Code (OHMC) 5.50.040(3)(g) provisions relating to Special Events, requires compliance with noise ordinance regulations and laws. OHMC 6.56.030(2)(a) requires Council approval for a noise permit for sound amplification. As this event will include amplified sound, Council approval is required.

The City Council may grant a Noise Permit to deviate from the provisions of OHMC 6.56.030 if it is determined the activity and associated noise: 1) is not undertaken in disregard of the rights of others, or 2) is temporary, or 3) the activity creating the noise constitutes a program of a temporary nature for the benefit of the entire municipality or for the benefit of a charitable purpose.

SUMMARY STATEMENT:

The Ft. Nugent Highlands Owner's Association has submitted a Noise Permit request for amplified sound associated with a neighborhood block party scheduled for July 2nd, 2011. The amplified sound will consist of music on a portable radio/stereo system.

The Application was reviewed by Fire, Police, and Public Works Departments.

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Approve the request for amplified sound by granting the noise permit.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Organization: Ft. Nugent Highlands Owners
Association (FNHOA)

Location of Event: Street and sidewalks of SW Stremmer
St. between Ft. Nugent and SW Olive
Street – Block Party

Date of Event: July 2th, 2011

Hours of Operation: Noon to 11:00 p.m.

Permitted Noise: Music on portable radio/stereo system

Approval Conditions: None

Date of City Council
Approval:

Issued this day of June, 2011.

Karen Crouch, Special Events Coordinator

This Noise Permit is limited to the date and time specified.

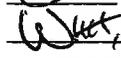
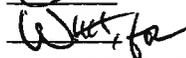
Please post this notice on site

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

Agenda Bill No. c/A 3c
Date: June 7, 2011
Subject: Noise Permit – Kim Derry
wedding ceremony

FROM: Paul Schmidt, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE:

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from Kim Derry for amplified sound associated with a wedding ceremony scheduled for August 6, 2011.

AUTHORIZATION:

Oak Harbor Municipal Code (OHMC) 5.50.040(3)(g) provisions relating to Special Events, requires compliance with noise ordinance regulations and laws. OHMC 6.56.030(2)(a) requires Council approval for a noise permit for sound amplification. As this event will include amplified sound, Council approval is required.

The City Council may grant a Noise Permit to deviate from the provisions of OHMC 6.56.030 if it is determined the activity and associated noise: 1) is not undertaken in disregard of the rights of others, or 2) is temporary, or 3) the activity creating the noise constitutes a program of a temporary nature for the benefit of the entire municipality or for the benefit of a charitable purpose.

SUMMARY STATEMENT:

Kim Derry has submitted a Noise Permit request for amplified sound associated with a wedding ceremony scheduled for August 6, 2011. The request states that amplified sound may be used during the wedding ceremony.

The Application was reviewed by Fire, Police, and Public Works Departments.

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Approve the request for amplified sound by granting the noise permit.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name: Kim Derry

Location of Event: Catalina Park - Marina

Date of Event: August 6, 2011

Hours of Operation: 11:00 a.m. – 5:00 p.m.

Permitted Noise: Sound system with speakers for possible use during wedding ceremony.

Approval Conditions: None – event not in Windjammer Park

Date of City Council Approval:

Issued this day of June, 2011.

Karen Crouch, Special Events Coordinator

This Noise Permit is limited to the date and time specified.

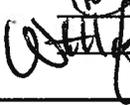
Please post this notice on site

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

Bill No. CJA 3D
Date: June 7, 2011
Subject: Safe Routes to School
Construction: Authorization to
Advertise for Bids

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill seeks authorization to advertise the Safe Routes to School Construction Project for competitive bidding.

AUTHORITY

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

SUMMARY STATEMENT

The Safe Routes to School Project is the installation of physical improvements to eight street crossings in Oak Harbor. All of the street crossings are on arterial streets and all are routes frequented by students walking to and from schools in Oak Harbor. The primary improvements are the installation of pedestrian activated, solar powered in-roadway-warning-light and warning sign systems at each of the intersections. Improvements to sidewalks and curb ramps are also included in the project.

All work is to be performed in accordance with the contract plans, contract provisions and standard specifications. The Engineer's estimate for construction of the project is \$412,000. Funding is available through an interlocal reimbursement agreement with Oak Harbor School District for reimbursement of up to \$310,925 in construction costs. The balance is available in the fund 105.

The locations of the intersection improvements are: Loerland Land Dr. & Roeder Dr., W. Whidbey Ave & Jib St., W. Whidbey Ave. & Fairhaven Dr., E. Whidbey Ave., & NE Izett St., 151 SE Midway Blvd., E. Whidbey Ave & SE Regatta Dr. and NE Regatta Dr. & NE 5th Ave.

STANDING COMMITTEE REPORT

The project was discussed at the January 9, 2009 Public Works Standing Committee meeting.
Safe Routes to School Project

RECOMMENDED ACTION

A motion authorizing staff to proceed with advertisement of the Safe Routes to School Construction Project for competitive bidding.

ATTACHMENTS

1. Interlocal Agreement with Oak Harbor School District
2. Map showing Safe Routes to School Locations
3. Project Schedule
4. Project Manual

MAYOR'S COMMENTS



WHEN RECORDED RETURN TO:

NAME: City of Oak Harbor, Engineering Division
ADDRESS: 865 SE Barrington Drive
CITY, STATE, ZIP Oak Harbor, WA 98277

Attachment One

DOCUMENT TITLE(s)

1. Interlocal Agreement - Safe Routes to School Grant Funds
- 2.
- 3.
- 4.

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional numbers on page _____ of document

GRANTOR(s):

1. Oak Harbor School District No. 201, a political subdivision of the State of Washington
- 2.
- 3.

Additional names on page _____ of document

GRANTEE(s):

1. City of Oak Harbor, a municipal corporation
- 2.
- 3.

Additional names on page _____ of document

LEGAL DESCRIPTION

Not applicable

Additional legal description is on page _____ of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

Not applicable

Additional legal description is on page _____ of document

The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



**INTERLOCAL AGREEMENT
SAFE ROUTES TO SCHOOL GRANT FUNDS**

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Oak Harbor School District No. 201 a political subdivision of the State of Washington, acting by and through its School Board, (the "OHSD") and the City of Oak Harbor, a municipal corporation organized under the laws of the State of Washington, and wholly situated in Island County, Washington, (the "City"), on the date shown below.

RECITALS

- A. The City of Oak Harbor and Oak Harbor School District jointly prepared and applied for a Safe Routes to School grant through a program administered by the Washington State Department of Transportation to improve safety for school age pedestrian walking to and from schools in the City of Oak Harbor
- B. The State of Washington awarded a \$339,925 grant to the Oak Harbor School District for the improvements.
- C. The City of Oak Harbor is a Certified Agency with the Washington State Department of Transportation for the administration of transportation grant funded construction projects
- D. The Project is consist wth the goal and policies for pedestrian safety listed In the City of Oak Harbor Comprehensive Plan Transportation Element.
- E. The City has the appropriate statutory authority pursuant to Chapter 35A.11 RCW, and is ready, willing, and able to complete the Project described herein, and the parties are entering into this Agreement to carry out such purpose.
- F. Entry into this Agreement is authorized under Chapter 39.34 of the Revised Code of Washington, the Interlocal Cooperation Act.

AGREEMENT

- 1. For and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:
- 2. Purpose. The purpose of this Agreement is to allow the OHSD to reimburse the City for costs of a pedestrian safety improvement Project known as the Safe Routes to School project, said improvements are more particularly described in the Safe Routes to School Grant Application submitted to WSDOT on May 1, 2008 and made part of this Agreement as Exhibit A. In completing the project the City will: Act as the Certified agency AND Design and construct (including all engineering, permitting, administration and all other work) the roadway and sidewalk improvements described in the agreement AND Purchase laser speed detection devices and use said devices for enforcement of speed limits within school zones. The OHSD will retain responsibility for all other aspects and requirements of the grant project.



3. Project Time / Budget. Work on the Project shall be substantially complete within 24 months from the effective date of this Agreement. For purposes of RCW 39.34.030(3)(d), the City will establish and maintain a Project construction budget. The City will be responsible for acquiring, holding and disposing of Project property. Unless otherwise agreed by the parties by subsequent written instrument, the OHSD shall not own any real or personal property acquired with the funds distributed to the City hereunder.
4. Construction. The OHSD shall have no responsibility for the design, construction or Project management of said Project. The City shall have the sole authority to determine its design, construction and Project management, and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law.
5. Allowable uses. All funds disbursed by the OHSD to the City under this Agreement shall be used by the City solely for Project costs considered permitted uses under the terms of the Highways and Local Programs State Funding Agreement entered into between the OHSD and the Washington State Department of Transportation which is made part of this Agreement as Exhibit B The City hereby warrants and guarantees that the said Project shall be completed for uses as described therein.
6. Financing. The reimbursement to the City from OHSD for this Project will be in the not to exceed amount of \$314,925. Upon receipt of a request for reimbursement and documentation evidencing that the City has paid Project costs allowable under this Agreement, the OHSD shall pay said reimbursement request within ninety (90) days of receipt.
7. Repayment Guarantee. In the event that it is determined that any portion of the funds provided by the OHSD is used for any purpose not authorized under this Interlocal Agreement, the City hereby guarantees that it will repay to the OHSD all such funds, together with accrued interest at the same rate as if the funds had been invested with the Washington State Local Government Investment Pool. Any repayments due to the OHSD shall be paid by the City within ninety (90) days of written request made by the OHSD.
8. Documentation. The City shall maintain for a period of six (6) years proper records documenting that the funds provided by the OHSD were used solely for the purposes contained herein. The City shall make Project records available for inspection or audit by the OHSD or its duly authorized representatives.
9. Indemnification. The City shall be solely responsible for administration of the Project. The City shall at all times protect, indemnify and save harmless the OHSD from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable counsel fees, and expenses) imposed upon or reasonably incurred by or asserted against the OHSD on account of (i) any failure of the City to comply with any of the terms of this Agreement or (ii) any loss or damage to real or personal property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use or financing thereof or (iii) any use of the Project in violation of applicable law (including environmental laws); provided, the City has no obligation to indemnify the OHSD for any claim or liability resulting from the OHSD's negligence or willful misconduct. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.



The City shall maintain, during the life of the Agreement, Industry Standard Occurrence Commercial General Liability Insurance in the amount of \$1,000,000.00 Per Occurrence and \$2,000,000.00 Aggregate, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the City from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the City or by anyone directly employed by or contracting with the City.

The City shall maintain, during the life of this Agreement, Business Automobile Liability Insurance In the amount of \$1,000,000.00 Bodily Injury and Property Damage per combined single limit to protect the City from claims which may arise from the performance of this Contract, whether such operations are by the City or by anyone directly or indirectly employed by the City.

10. No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct this cooperative undertaking. For purposes of RCW 39.34.030(4)(a), the City's chief administrative officer shall administer the Project.

11. Modification of the Agreement. This Agreement may be modified only by the written consent of each party.

12. Arbitration. Any dispute between the parties concerning the application of or violation of the express terms of this Agreement shall be resolved through arbitration. For purposes of arbitration, each party shall pick its own arbitrator and the two arbitrators within ten (10) days shall pick a third arbitrator. If the two arbitrators do not agree within ten (10) days to pick a third arbitrator, either party may apply to the Superior Court of Island County to select a third arbitrator. A majority decision of the arbitrators shall be final and conclusive.

Except where expressly provided in this Agreement, the arbitration shall be governed by Ch. 7.04A RCW. Washington statutes of limitation apply to arbitration proceedings under this Agreement. The cost of arbitration shall be borne by each party paying for its own arbitrator and its attorney fees and costs. Should all parties participate in an arbitration, those parties' arbitrators shall meet and choose an arbitrator who shall join in deciding the matters in the dispute in the manner set forth above. The arbitrator will be compensated by the parties as follows: Each party shall pay one half the costs of all arbitration including the compensation for the third arbitrator. Each party shall pay the cost for the arbitrator it selects.

13. Term of Agreement and Termination. This Agreement shall become effective on full execution hereof and compliance with Section 14, and shall expire upon the payment in full to the City, if any, owed by the OHSD pursuant to Section 6 of this Agreement.

14. Filing of Agreement. Under RCW 39.34.040, prior to its entry into force this Agreement must be either filed with the Island County Auditor or, alternatively, listed by subject on the City's Internet website.

15. Survival. Sections 5, 7, 8, 9, 10 and 13 of this Agreement shall survive the termination of this Agreement.

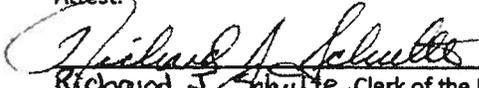


OAK HARBOR SCHOOL BOARD
ISLAND COUNTY, WASHINGTON

By: 
Dave Sherman, Chair

Date: 4/25/11

Attest:

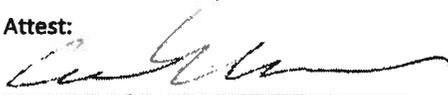

Richard J. Schulte, Clerk of the Board

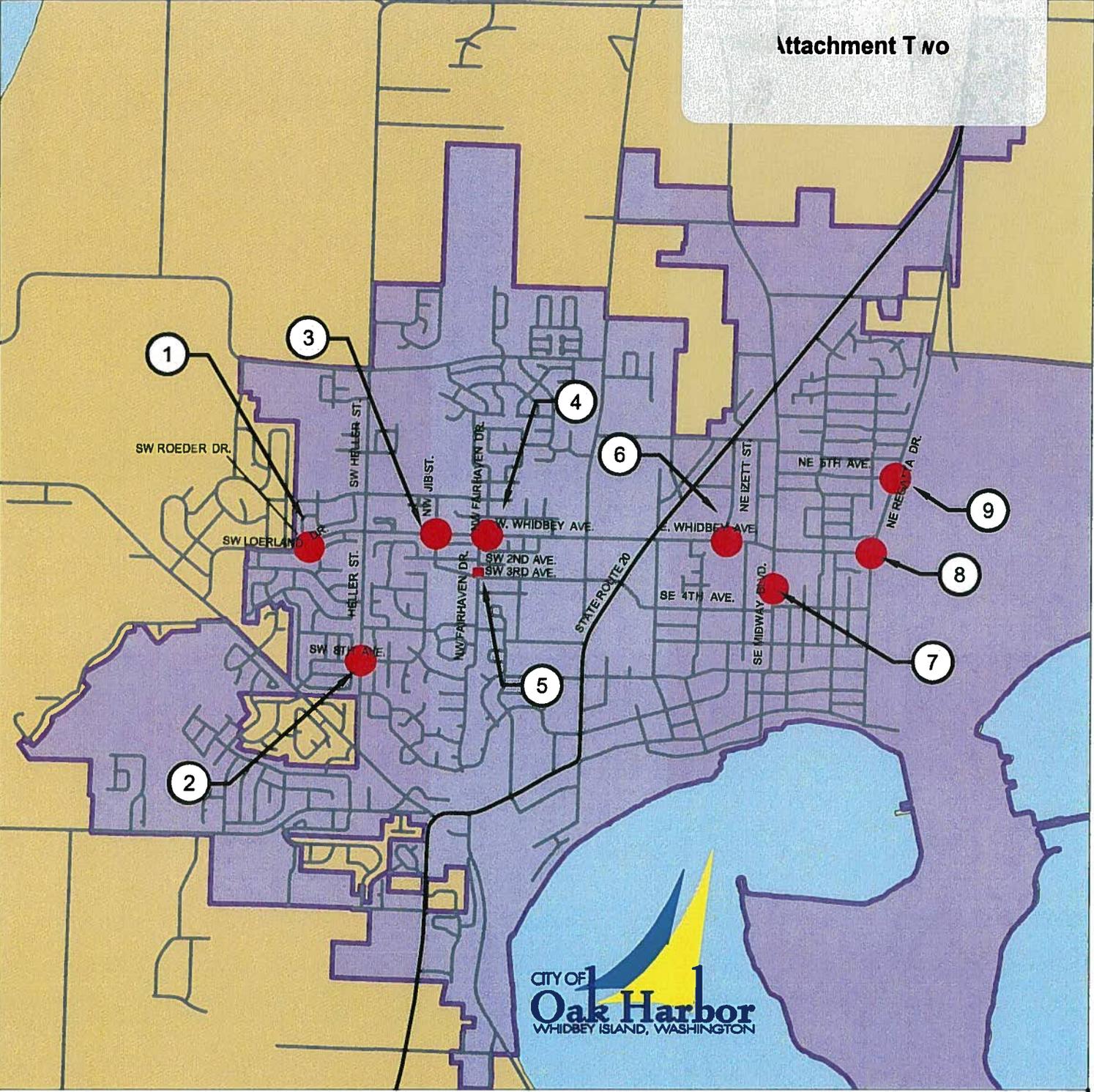
CITY OF OAK HARBOR

By: 
Jim Slowik, Mayor

Date: 4-11-2011

Attest:


CONNIE WHEELER, City Clerk



SAFE ROUTES TO SCHOOL LOCATIONS

- ① WEST LOERLAND DR. & SW ROEDER DR.
- ② SW HELLER ST. & SW 8TH AVE.
- ③ E. WHIDBEY AVE. & JIB ST.
- ④ E. WHIDBEY AVE. & FAIRHAVEN DR.
- ⑤ SW FAIRHAVEN DR. BETWEEN E. WHIDBEY AVE. & SE 4TH AVE. (SIDEWALK)
- ⑥ E. WHIDBEY AVE. & NE IZETT ST.
- ⑦ SE MIDWAY BLVD. BETWEEN E. WHIDBEY AVE. & SE 4TH AVE.
- ⑧ E. WHIDBEY AVE. & REGATTA DR.
- ⑨ NE REGATTA DR. & NE 5TH AVE.

Schedule Safe Routes to School Project

The schedule for the street improvement portion of the Safe Routes to School project is as follows:

- June 7 - Council approval to solicit construction bids
- June 11 - Advertise for construction bids
- June 28 – Bid opening
- July 12 – Award construction contract
- July 19 - Notice to proceed, begin 90-day construction period
- October 17 – Project Completion

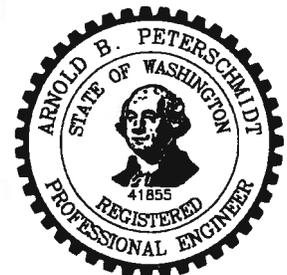
CITY OF OAK HARBOR
ISLAND COUNTY WASHINGTON

PROJECT MANUAL

FOR:

**SAFE ROUTES TO SCHOOL
PROJECT**

CONTRACT NO. ENG-07-02



EXPIRES 08-04-12

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NOTICE INVITING SEALED PROPOSALS (BIDS)

CITY OF OAK HARBOR

SAFE ROUTES TO SCHOOL PROJECT

Sealed proposals will be received by the undersigned at the City of Oak Harbor, 865 SE Barrington Drive, Oak Harbor, Washington 98277 up to but not later than 2:00 p.m. local time on _____, 2010, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the SAFE ROUTES TO SCHOOL PROJECT. At the time and date stated above, the proposals will be publicly opened and read aloud. Proposals are to be submitted only on the form provided with the Specification.

Contractors are invited to submit bids for the Safe Routes to School project at Oak Harbor, Washington. The work shall consist of the installation of eight In-Roadway Warning Light systems, LED warning signs, LED warning beacons, traffic signs, sidewalk, sidewalk ramps, curbing, storm drain catch basins, storm drain pipe, excavation, demolition of existing concrete and pavement, concrete and asphalt cutting, traffic control, TESC, landscaping and associated work. Additional work includes, but is not limited to, asphalt pavement repair, roadway striping, appurtenant structures, and property restoration. All work shall be in conformance with the Contract Plans, Contract Provisions, and the 2010 Standard Specifications for Road, Bridge and Municipal Construction.

The work shall be completed within ninety (90) Calendar days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the request for the Proposal, Plans, Specifications, and Contract for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, City of Oak Harbor, Washington. The engineer's opinion of probable cost ranges from (NOT YET AVAILABLE).

Free of charge access is provided to prime bidders, subcontractors, and vendors by going to "<http://bxwa.com>" and clicking on "**Posted Projects,**" "**Public Works,**" "**City of Oak Harbor,**" and "**Projects Bidding.**" Bidders are encouraged to "Register" in order to receive automatic e-mail notification of future addenda and to be placed on the "Bidders List." This online plan room provides Bidders with fully usable on-line documents; with the ability to download, print to own printer, order full/partial plan sets from numerous reprographic sources (on-line print order form), and a free on-line digitizer/take-off tool. Contact Builders Exchange of Washington at 425-258-1303 for assistance.

The Owner reserves the right to reject any or all bids, to waive irregularities or informalities in the bid or in the bidding, to accept any alternate bids, and to make such award that it deems to be in its best interest and pursuant to the terms of the General Conditions. The Owner intends to award a contract to the lowest responsible bidder.

Each bid must be accompanied by a cashier's check, money order or surety bid bond in the amount of not less than five percent (5%) of the total bid, made payable to the City of Oak

Harbor. A Performance Bond as well as a Labor and Material Payment Bond will be required with the Contract.

No bidder may withdraw its bid after the hour set for opening thereof or before award of contract, which normally occurs within 45 calendar days after bid opening.

The City of Oak Harbor reserves the right to postpone the award for a period of 60 calendar days after bid opening. Bid securities of the three lowest bidders will be held by the City of Oak Harbor until official award of the contract.

Inquiries should be directed to City of Oak Harbor Project Engineer, Arnold Peterschmidt (360) 279-4525.

The City of Oak Harbor in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(Signed) CONNIE WHEELER
City Clerk

BID BOND

Herewith find deposit in the form of () check, () cashier's check, () cash, or () bid bond for the amount of \$ _____, which amount is not less than five percent (5%) of the total bid.

Signature

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, Surety, are held and firmly bound unto the City of Oak Harbor, as Obligee, in the penal sum of

Dollars,

5% of Maximum Bid Amount That Could Be Awarded

for the payment of which the Principal and Surety bid themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

SAFE ROUTES TO SCHOOL

Contract #: ENG-07-02

According to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make an enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety of Sureties approved by the Obligee; or, if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED AND DATED THIS _____ DAY OF _____, 20____.

PRINCIPAL

By _____

By _____

Title _____

Title _____

Power of Attorney

By

PART 1. BID PACKAGE

The Bidder is responsible for the accuracy of the information contained in this bid package. The Bidder is responsible for the accuracy of the information contained in this bid package.

- 1. GENERAL INFORMATION
- 2. PROJECT DESCRIPTION AND SCOPE OF WORK
- 3. PROPOSAL SUBMISSION REQUIREMENTS
- 4. PROPOSAL EVALUATION CRITERIA
- 5. AWARD AND CONTRACT EXECUTION
- 6. QUESTIONS AND ANSWERS
- 7. CONTACT INFORMATION
- 8. ADDITIONAL INFORMATION
- 9. TERMS AND CONDITIONS
- 10. ATTACHMENTS

BIDDERS' CHECKLIST

The bidder's attention is especially called to the following forms which must be completed in full as requested and submitted collectively as Bid Proposal package.

- _____ 1. **PROPOSAL FORM**
- _____ 2. **BIDDER'S IDENTIFICATION AND CONTACT INFORMATION**
- _____ 3. **WORK ALLOCATION AND LIST OF SUBCONTRACTORS**
- _____ 4. **ACKNOWLEDGEMENT OF ADDENDA (ON BID PROPOSAL)**
- _____ 5. **POWER-OF-ATTORNEY FOR SURETY'S AGENT TO EXECUTE BIDDER'S BOND (NOTARIZED)**
- _____ 6. **BID BOND**
Cash, Certified Check or Bid Bond through a Surety Company.
- _____ 7. **NON-COLLUSION AFFIDAVIT**

The following contract forms are to be executed and submitted within ten (10) calendar days after award of Contract:

- _____ 1. **CONTRACT**
This agreement is to be executed by the successful bidder in four counterparts.
- _____ 2. **PERFORMANCE BOND**
To be executed by the successful bidder and the bidder's surety company.
- _____ 3. **LABOR AND MATERIAL PAYMENT BOND**
To be executed by the successful bidder and the bidder's surety company.
- _____ 4. **PROOF OF INSURANCE AND QUESTIONNAIRE**
Copy of policy and appropriate endorsements on forms provided or other form acceptable to the Owner.
- _____ 5. **LETTER OF EMPLOYMENT OF SUBCONTRACTOR**
The contractor shall complete the attached form.
- _____ 6. **INDEMNIFICATION ADDENDUM**
The contractor shall complete the attached form.

PROPOSAL

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

The undersigned has examined the Work site(s), local condition, the Contract Documents, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract Documents and all applicable laws and regulations.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is awarded the contract for the Work, it shall employ only contractors and Subcontractors that are duly licensed by the State of Washington remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner reserves the right to Award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interests of the Owner. The Owner will determine at the time of Award of the Contract which additives, if any, will be included in the Contract.

SAFE ROUTES TO SCHOOL

Eng 07-02	Bid Schedules	Approx. Quantity	Unit	Price
-----------	---------------	------------------	------	-------

Bid Schedule A

Crosswalk improvements @ Intersection of Loerland Dr. & Roeder Dr. (SP 8-30.5)	1	LS	
--	---	----	--

Bid Schedule B

Crosswalk Improvements @ Intersection of SW Heller St. & SW 8th Ave. (SP 8-30.5)	1	LS	
--	---	----	--

Bid Schedule C

Crosswalk Improvements @ Intersection of W. Whidbey Ave. - Jib St. (SP 8-30.5)	1	LS	
--	---	----	--

Bid Schedule D

Crosswalk Improvements @ Intersection of W. Whidbey Ave. & Fairhaven Dr. (8.30.5)	1	LS	
---	---	----	--

Bid Schedule E

Crosswalk Improvements @ Intersection of E. Whidbey Ave. & NE Izett St. (SP 8-30.5)	1	LS	
---	---	----	--

Bid Schedule F

Crosswalk Improvements @ 151 SE Midway Blvd. (SP 8.30.5)	1	LS	
--	---	----	--

Bid Schedule G

Crosswalk Improvements @ Intersection of SE Regatta Dr. & E. Whidbey Ave (SP 8-30.5)	1	LS	
--	---	----	--

Bid Schedule H

Crosswalk Improvements @ Intersection of NE Regatta Dr. & NE 5th Ave. (SP 8-30.5)	1	LS	
---	---	----	--

Schedule Total *

* Washington State sales tax does not apply to this project

BIDDER IDENTIFICATION AND CONTACT INFORMATION

Name of Firm: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Contact Person for this Project: _____

Email: _____

PROPOSAL – Continued

WORK COMPLETED BY CONTRACTOR

List the Work and the dollar amount thereof that the Contractor will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount

PROPOSED SUBCONTRACTORS

List all other Subcontractors and their Washington State Department of Licensing contractor's Registration No. that will be used on the Work if you are awarded the contract, together with the work to be performed. This information shall be provided to the Owner and Engineer within three days of the bid opening.

Work to be Performed	Subcontractor (Name and Registration No.)

PROPOSAL – Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

NOTE: Contractor is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract Time granted under the Contract Documents, the undersigned agrees to physically complete the Work required under this contract within 90 calendar days after the commencement date stated in the Notice to Proceed.

The undersigned has reviewed and fully understands the provisions in the Contract Documents regarding liquidated damages and agrees that liquidated damages shall be \$200.00 (US) for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned's Washington State Department of Labor and Industries Workman's Compensation Account No. is _____.

The undersigned has reviewed all insurance requirements contained in the Contract Documents and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance has been included in this Proposal.

The undersigned waives its immunity under applicable Workman's Compensation Statutes including, but not limited to, R.C.W. Title 51. This waive has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.

PROPOSAL – Continued

2. That by signing the signature page of this Proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Very truly yours,

Print Company Name

By:

Print Name

Sign Name

Title

Date

PART 2. AGREEMENT AND BONDS

STATE OF WASHINGTON

CITY OF SEASIDE

WHEREAS, the City of Seaside, Oregon, is desirous of entering into an agreement with the State of Washington for the purpose of providing for the maintenance and repair of the streets and sidewalks of the City of Seaside, Oregon, and

WHEREAS, the City of Seaside, Oregon, is desirous of entering into an agreement with the State of Washington for the purpose of providing for the maintenance and repair of the streets and sidewalks of the City of Seaside, Oregon, and

WHEREAS, the City of Seaside, Oregon, is desirous of entering into an agreement with the State of Washington for the purpose of providing for the maintenance and repair of the streets and sidewalks of the City of Seaside, Oregon, and

CITY OF OAK HARBOR, WASHINGTON
CONSTRUCTION CONTRACT COVER SHEET

Contract Parties: **City of Oak Harbor and** _____

Contract Reference: _____

Description of Work: _____

Contract Amount: **Not to exceed \$** _____

Contract Period: _____

AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF OAK HARBOR (hereinafter called the Owner) and _____ hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

The work shall consist of installation of eight In-Roadway Warning Light systems, flashing beacons, traffic signs, sidewalk, sidewalk ramps, curbing, storm drain catch basins, 12-inch storm drain pipe, excavation, demolition of existing concrete and pavement, concrete and asphalt cutting, traffic control, temporary erosion and soil control (TESC), landscaping and associated work. All work shall be on conformance with the Contract Plans, Contract Provisions and 2010 Standard Specifications for Road, Bridge and Municipal Construction.

ARTICLE 2. CONTRACT TIME.

The Contractor shall be substantially complete with the Work within ninety (90) calendar days (the Physical Completion Date) of a date specified in the Notice to Proceed.

ARTICLE 3. ROAD CLOSURE

No Road Closures will be allowed without prior approval from the Engineer.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

1. This Agreement and contract form;
2. The Call for Bids;
3. The Contractor's Proposal including the bid, bid schedule(s), information required of Bidder, and all required certificates and affidavits;
4. The Performance Bond and the Labor and Material Payment Bond;

5. Change Orders and written Change Directives issued after the effective date of this Agreement;
6. Addenda numbers _____, inclusive;
7. The Special Provisions;
8. Appendices _____, inclusive;
9. The Plans (or drawings):
10. Amendments to the WSDOT Standard Specification for Road, Bridge and Municipal Construction 2010 edition;
11. WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2010 edition;
12. City of Oak Harbor Standard Details;
13. WSDOT Standard Plans;

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order. The document or documents assigned the small number or numbers being controlling over any document having a larger number in the numerical order set forth above. Provided, however, although the supplemental conditions incorporates standard specifications by reference, in case of conflict or inconsistency, these standard specifications have a numerical order as shown above.

There are no Contract Documents other than those listed in this Article 5. The Contract Documents may be amended only in writing by Addendum, Change Order or Change Directive as provided in the Contract Documents.

ARTICLE 6. MISCELLANEOUS.

No assignment of any of the Contractor's rights under or interests in the Contract Documents, including but not limited to rights to payment, will be allowed without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract Documents.

The Contract Documents are binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

HR

ARTICLE 7. INDEMNIFICATION

The Contractor shall defend indemnify and hold the City, its officers, officials, employees and volunteers harmless from any claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

CITY OF OAK HARBOR

CONTRACTOR

By _____

By _____

Date _____

Title _____

Attest _____

Address for giving notices

License No. _____

Agent for service of process: _____

PERFORMANCE BOND

We _____ as Principal, and _____ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to CITY OF OAK HARBOR (hereinafter called the Owner) for payment of the penal sum of \$_____ (US), lawful money of the United States in connection with the Owner's award to the Contractor of a Contract for construction ("Contract") of the following project:

SAFE ROUTES TO SCHOOL

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall remain in force for a period of at least two years after the Substantial Completion Date of the project, with respect to defective workmanship and materials, and shall otherwise secure all other obligations of the Contractor throughout any other periods of limitation.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth.

Surety agrees that no change, extension of time, modification, or addition to the terms of the Contract, or the Work to be performed hereunder, or to the Specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be jointly and severally liable to pay the Owner reasonable attorneys' fees, costs and expenses incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts or the State of Washington.

PERFORMANCE BOND – Continued

Executed in for original counterparts on _____, 20__.

CONTRACTOR

By _____

(Title)

(Attach acknowledgement of authorized representative of Contractor).

Any claims under this bond made in accordance with R.C.W 39.08 may be addressed to;

(Name and address of Surety)

(Name and address of Surety's agent of
process in Washington if different from above)

(Telephone No. of Surety's Washington agent)

(Attach acknowledgment)

Surety

By _____

Its Attorney-in-Fact

NOTICE:

Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

LABOR AND MATERIAL PAYMENT BOND

We _____ as Principal, and _____ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to CITY OF OAK HARBOR (hereinafter called the Owner) for payment of the penal sum of \$ _____ (US), lawful money of the United States in connection with the Owner's award to the Contractor of a Contract for construction ("Contract") of the following project.

SAFE ROUTES TO SCHOOL

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, and pay all laborers, mechanics, Subcontractors, materialmen, taxing authorizes and all persons who supply such person or persons or Subcontractors with material, equipment and supplies for the carrying on of such Work, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall remain in force until completion of the project and acceptance by the Owner, and also for such period thereafter during which the law allows claims to be filed and sued upon.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth.

Surety agrees that no change, extension of time, modification, or addition to the terms of the Contract, or the Work to be performed hereunder, or to the Specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be jointly and severally liable to pay the Owner reasonable attorneys' fees, costs and expenses incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts or the State of Washington.

LABOR & MATERIAL PAYMENT BOND – Continued

Executed in for original counterparts on _____, 20__.

CONTRACTOR

By _____

(Title)

(Attach acknowledgement of authorized representative of Contractor).

Any claims under this bond made in accordance with R.C.W 39.08 may be addressed to;

(Name and address of Surety)

(Name and address of Surety's agent of process in Washington if different from above)

(Telephone No. of Surety's Washington agent)

(Attach acknowledgment)

Surety

By _____

Its Attorney-in-Fact,

NOTICE:

Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO CERTIFICATE OF INSURANCE.

INSURANCE COVERAGE QUESTIONNAIRE

For : _____
(Name of Insured)

Project Title: **SAFE ROUTES TO SCHOOL**

Project Owner: **CITY OF OAK HARBOR**

Are the following coverages and/or conditions in effect?

	Yes	No
The Policy form is ISO Commercial General Liability form CG 20 10 10 01 (circle ONE). If no, attach a copy of the policy with required coverages clearly identified.		
The Owner, its officials, officers, employees and volunteers are additional insured's as Respects (a) activities performed for the Owner by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises, owned, leased, or used by the Named Insured.		
Products Completed operation coverage.		
Personal Injury Liability Coverage		
Broad Form Damage with X, C U Hazards included.		
Blanket Contractual Liability coverage applying to this Contract or Contractual Liability Coverage applying to this Contract		
Employers Liability – Stop Gap		
45 days written notice of cancellation to the City		

Deductibles Or SIRS GL _____ AL _____ Excess _____

Insurer's Best Rating GL _____ AL _____ Excess _____

This questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

Agency/Broker

Completed by (type)

Address

Completed by (Signature)

Name of person to contact

Telephone Number

LETTER OF EMPLOYMENT OF SUBCONTRACTOR

_____, 20__

TO:

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

Re: Contract No. ENG-07-02

Dear Sir:

We, the undersigned, request permission of the city of Oak Harbor to employ a Subcontractor in order to fully perform the Work covered by the terms of that written Contract made and executed by and between the City of Oak Harbor and ourselves, _____ on the _____ day of _____, 20__, designated as Contract No. ENG-07-02

We intend to employ the firm of:

- A.
- B.
- C.

for the purpose of performing the following described Work, _____

and represent and warrant that the Work shall be performed by said Subcontractors, in a good and workmanlike manner and under our direct supervision. We further represent and warrant that the Work to be performed by them constitutes approximately _____ percent of the total dollar value of said Contract.

Very truly yours,

Contractor

Signature of Surety

INDEMNIFICATION ADDENDUM

_____ (hereinafter called Contractor) agrees to defend, indemnify and hold the City of Oak Harbor (hereinafter called Owner), its agents, and their sub-consultants harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this subcontract by Contractor or contractor's agents or employees to the fullest extent permitted by law and subject to the limitation provided below.

Contractor's duty to indemnify Owner, its agents and its Engineer, and their sub-consultants shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or Owner's agents or employees.

Contractor's duty to indemnify Owner, its agents and its Engineer, and their sub-consultants for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner's agents or employees, and (b) Contractor or Contractor's agents or employees, shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance act, Title 51 RCW. Further, the indemnification obligation under this subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Owner and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

Contractor's duty to defend, indemnify and hold Owner, its agents and its Engineer, and their sub-consultants harmless shall include as to all claims, demands, losses and liability to which it applies, Owner's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

Dated: _____	Dated: _____
Owner: CITY OF OAK HARBOR	Contractor: _____
By: _____	By: _____
Title: _____	Title: _____

PART 3. AMENDMENTS, GENERAL SPECIAL PROVISIONS, AND SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS

1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the 2010
3 Standard Specifications for Road, Bridge, and Municipal Construction.

4

5 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

6

7 The following Amendments to the Standard Specifications are made a part of this contract and
8 supersede any conflicting provisions of the Standard Specifications. For informational purposes,
9 the date following each Amendment title indicates the implementation date of the Amendment or
10 the latest date of revision.

11

12 Each Amendment contains all current revisions to the applicable section of the Standard
13 Specifications and may include references which do not apply to this particular project.

14

15

16

1 LOCAL AGENCY GSP'S

2
3 INTRODUCTION TO THE SPECIAL PROVISIONS

4
5 (*July 31, 2007 APWA GSP*)

6
7 The work on this project shall be accomplished in accordance with the *Standard Specifications*
8 *for Road, Bridge and Municipal Construction*, 2010 edition, as issued by the Washington State
9 Department of Transportation (WSDOT) and the American Public Works Association (APWA),
10 Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications,
11 as modified or supplemented by the Amendments to the Standard Specifications and these
12 Special Provisions, all of which are made a part of the Contract Documents, shall govern all of
13 the Work.

14
15 These Special Provisions are made up of both General Special Provisions (GSPs) from various
16 sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each
17 Provision supplements, modifies, replaces the comparable Standard Specification, or is a new
18 Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the
19 Standard Specifications is meant to pertain only to that particular portion of the section, and in
20 no way should it be interpreted that the balance of the section does not apply.

21
22 The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the
23 headers of each GSP, with the date of the GSP and its source, as follows:

24
25 (*May 18, 2007 APWA GSP*)

26 (*August 7, 2006 WSDOT GSP*)

27
28 Also incorporated into the Contract Documents by reference are:

- 29
- 30 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted
31 edition, with Washington State modifications, if any
 - 32 • *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current
33 edition
 - 34 • City of Oak Harbor Standard Plans

35 Contractor shall obtain copies of these publications, at Contractor's own expense.

36
37 **1-01.3 Definitions**

38 (*September 12, 2008 APWA GSP*)

39
40 This Section is supplemented with the following:

41
42 All references in the Standard Specifications to the terms "State", "Department of
43 Transportation", "Washington State Transportation Commission", "Commission", "Secretary
44 of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to
45 read "Contracting Agency".

1 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
2 designated location".

3
4 The venue of all causes of action arising from the advertisement, award, execution, and
5 performance of the contract shall be in the Superior Court of the County where the
6 Contracting Agency's headquarters are located.

7
8 **Additive**

9 A supplemental unit of work or group of bid items, identified separately in the proposal,
10 which may, at the discretion of the Contracting Agency, be awarded in addition to the base
11 bid.

12
13 **Alternate**

14 One of two or more units of work or groups of bid items, identified separately in the
15 proposal, from which the Contracting Agency may make a choice between different methods
16 or material of construction for performing the same work.

17
18 **Contract Documents**

19 See definition for "Contract".

20
21 **Contract Time**

22 The period of time established by the terms and conditions of the contract within which the
23 work must be physically completed.

24
25 **Dates**

26 ***Bid Opening Date***

27 The date on which the Contracting Agency publicly opens and reads the bids.

28 ***Award Date***

29 The date of the formal decision of the Contracting Agency to accept the lowest
30 responsible and responsive bidder for the work.

31 ***Contract Execution Date***

32 The date the Contracting Agency officially binds the agency to the contract.

33 ***Notice to Proceed Date***

34 The date stated in the Notice to Proceed on which the contract time begins.

35 ***Substantial Completion Date***

36 The day the Engineer determines the Contracting Agency has full and unrestricted use
37 and benefit of the facilities, both from the operational and safety standpoint, and only
38 minor incidental work, replacement of temporary substitute facilities, or correction or
39 repair remains for the physical completion of the total contract.

40 ***Physical Completion Date***

41 The day all of the work is physically completed on the project. All documentation
42 required by the contract and required by law does not necessarily need to be furnished by
43 the Contractor by this date.

1 **Completion Date**

2 The day all the work specified in the contract is completed and all the obligations of the
3 Contractor under the contract are fulfilled by the Contractor. All documentation required
4 by the contract and required by law must be furnished by the Contractor before
5 establishment of this date.

6 **Final Acceptance Date**

7 The date on which the Contracting Agency accepts the work as complete.
8

9 **Notice of Award**

10 The written notice from the Contracting Agency to the successful bidder signifying the
11 Contracting Agency's acceptance of the bid.
12

13 **Notice to Proceed**

14 The written notice from the Contracting Agency or Engineer to the Contractor
15 authorizing and directing the Contractor to proceed with the work and establishing the
16 date on which the contract time begins.
17

18 **Traffic**

19 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
20 equestrian traffic.
21

22 **1-02.1 Prequalification of Bidders**

23
24 Delete this Section and replace it with the following:
25

26 **1-02.1 Qualifications of Bidder**

27 *(March 25, 2009 APWA GSP)*
28

29 Bidders must meet the minimum qualifications of RCW 39.04.350(1), as amended:
30

31 "Before award of a public works contract, a bidder must meet the following responsibility
32 criteria to be considered a responsible bidder and qualified to be awarded a public works
33 project. The bidder must:

- 34
- 35 (a) At the time of bid submittal, have a certificate of registration in compliance with
36 chapter 18.27 RCW;
 - 37 (b) Have a current state unified business identifier number;
 - 38 (c) If applicable, have industrial insurance coverage for the bidder's employees working
39 in Washington as required in Title 51 RCW; an employment security department
40 number as required in Title 50 RCW; and a state excise tax registration number as
41 required in Title 82 RCW; and
 - 42 (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010
43 or 39.12.065(3)."

1 **1-02.2 Plans and Specifications**
2 *(October 1, 2005 APWA GSP)*

3
4 Delete this section and replace it with the following:

5
6 Information as to where Bid Documents can be obtained or reviewed will be found in the
7 Call for Bids (Advertisement for Bids) for the work.

8
9 After award of the contract, plans and specifications will be issued to the Contractor at no
10 cost as detailed below:
11

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17") and Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34") and Contract Provisions	0	Furnished only upon request.

12
13 Additional plans and Contract Provisions may be purchased by the Contractor by payment of
14 the cost stated in the Call for Bids.
15

16 **1-02.5 Proposal Forms**
17 *(October 1, 2005 APWA GSP)*

18
19 Delete this section and replace it with the following:

20
21 At the request of a bidder, the Contracting Agency will provide a proposal form for any
22 project on which the bidder is eligible to bid.
23

24 The proposal form will identify the project and its location and describe the work. It will also
25 list estimated quantities, units of measurement, the items of work, and the materials to be
26 furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that
27 call for, but are not limited to, unit prices; extensions; summations; the total bid amount;
28 signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda;
29 the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE
30 commitment, if applicable; a State of Washington Contractor's Registration Number; and a
31 Business License Number, if applicable. Bids shall be completed by typing or shall be
32 printed in ink by hand, preferably in black ink. The required certifications are included as
33 part of the proposal form.
34

35 The Contracting Agency reserves the right to arrange the proposal forms with alternates and
36 additives, if such are to the advantage of the Contracting Agency. The bidder shall bid on all
37 alternates and additives set forth in the proposal forms unless otherwise specified.
38

1 Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the
2 signer of the bid. The bidder shall make no stipulation on the Bid Form, nor qualify the bid in
3 any manner.
4

5 A bid by a corporation shall be executed in the corporate name, by the president or a vice
6 president (or other corporate officer accompanied by evidence of authority to sign).
7

8 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A
9 copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE
10 requirements are to be satisfied through such an agreement.
11

12 A bid by a joint venture shall be executed in the joint venture name and signed by a member
13 of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid
14 Form if any D/W/MBE requirements are to be satisfied through such an agreement.
15

16 **1-02.6 Preparation of Proposal**

17 *(January 23, 2006 APWA GSP)*

18 Supplement the second paragraph with the following:
19

- 20 3. If a minimum bid amount has been established for any item, the unit price must equal or
21 exceed the minimum amount stated.
22

23 *(August 2, 2004)*
24

25 The fifth and sixth paragraphs of Section 1-02.6 are deleted.
26

27 **1-02.7 Bid Deposit**

28 *(October 1, 2005 APWA GSP)*
29

30 Supplement this section with the following:
31

32 Bid bonds shall contain the following:

- 33 1. Contracting Agency-assigned number for the project;
34 2. Name of the project;
35 3. The Contracting Agency named as obligee;
36 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
37 represents five percent of the maximum bid amount that could be awarded;
38 5. Signature of the bidder's officer empowered to sign official statements. The signature of
39 the person authorized to submit the bid should agree with the signature on the bond, and
40 the title of the person must accompany the said signature;
41 6. The signature of the surety's officer empowered to sign the bond and the power of
42 attorney.
43

44 If so stated in the Contract Provisions, bidder must use the bond form included in the
45 Contract Provisions.

1
2 **1-02.9 Delivery of Proposal**
3 *(October 1, 2005 APWA GSP)*

4
5 Revise the first paragraph to read:

6
7 Each proposal shall be submitted in a sealed envelope, with the Project Name and Project
8 Number as stated in the Advertisement for Bids clearly marked on the outside of the
9 envelope, or as otherwise stated in the Bid Documents, to ensure proper handling and
10 delivery.

11
12 **1-02.13 Irregular Proposals**
13 *(October 1, 2005 APWA GSP)*

14
15 Revise item 1 to read:

- 16
17 1. A proposal will be considered irregular and will be rejected if:
- 18 a. The bidder is not prequalified when so required;
 - 19 b. The authorized proposal form furnished by the Contracting Agency is not used or is
20 altered;
 - 21 c. The completed proposal form contains any unauthorized additions, deletions,
22 alternate bids, or conditions;
 - 23 d. The bidder adds provisions reserving the right to reject or accept the award, or enter
24 into the contract;
 - 25 e. A price per unit cannot be determined from the bid proposal;
 - 26 f. The proposal form is not properly executed;
 - 27 g. The bidder fails to submit or properly complete a subcontractor list, if applicable, as
28 required in Section 1-02.6.
 - 29 h. The bidder fails to submit or properly complete a Disadvantaged, Minority or
30 Women's Business Enterprise Certification, if applicable, as required in Section 1-
31 02.6; or
 - 32 i. The bid proposal does not constitute a definite and unqualified offer to meet the
33 material terms of the bid invitation.
- 34

35 **1-02.14 Disqualification of Bidders**
36 *(March 25, 2009 APWA GSP, Option B)*

37
38 Delete this Section and replace it with the following:

39
40 A Bidder will be deemed not responsible if:

- 41 1. The Bidder does not meet the mandatory bidder responsibility criteria in RCW
42 39.04.350(1), as amended; or
- 43 2. Evidence of collusion exists with any other Bidder or potential Bidder.
44 Participants in collusion will be restricted from submitting further bids; or

- 1 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work
2 or to the full extent of the bid, or to the extent that the bid exceeds the authorized
3 prequalification amount as may have been determined by a prequalification of the
4 Bidder; or
- 5 4. an unsatisfactory performance record exists based on past or current Contracting
6 Agency work or for work done for others, as judged from the standpoint of
7 conduct of the work; workmanship; or progress; affirmative action; equal
8 employment opportunity practices; termination for cause; or Disadvantaged
9 Business Enterprise, Minority Business Enterprise, or Women's Business
10 Enterprise utilization; or
- 11 5. There is uncompleted work (Contracting Agency or otherwise), which in the
12 opinion of the Contracting Agency might hinder or prevent the prompt
13 completion of the work bid upon; or
- 14 6. The Bidder failed to settle bills for labor or materials on past or current contracts,
15 unless there are extenuating circumstances acceptable to the Contracting Agency;
16 or
- 17 7. The Bidder has failed to complete a written public contract or has been convicted
18 of a crime arising from a previous public contract, unless there are extenuating
19 circumstances acceptable to the Contracting Agency; or
- 20 8. The Bidder is unable, financially or otherwise, to perform the work, in the opinion
21 of the Contracting Agency; or
- 22 9. There are any other reasons deemed proper by the Contracting Agency.

23
24 As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two
25 lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal
26 deadline, documentation (sufficient in the sole judgment of the Contracting Agency)
27 demonstrating compliance with all applicable responsibility criteria, including all
28 documentation specifically listed in the supplemental criteria. The Contracting Agency
29 reserves the right to request such documentation from other Bidders as well, and to request
30 further documentation as needed to assess bidder responsibility.

31
32 The basis for evaluation of Bidder compliance with these supplemental criteria shall be any
33 documents or facts obtained by Contracting Agency (whether from the Bidder or third
34 parties) which any reasonable owner would rely on for determining such compliance,
35 including but not limited to: (i) financial, historical, or operational data from the Bidder;
36 (ii) information obtained directly by the Contracting Agency from owners for whom the
37 Bidder has worked, or other public agencies or private enterprises; and (iii) any additional
38 information obtained by the Contracting Agency which is believed to be relevant to the
39 matter.

40
41 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
42 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall
43 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees
44 with this determination, it may appeal the determination within 24 hours of receipt of the
45 Contracting Agency's determination by presenting its appeal to the Contracting Agency.
46 The Contracting Agency will consider the appeal before issuing its final determination. If
47 the final determination affirms that the Bidder is not responsible, the Contracting Agency

1 will not execute a contract with any other Bidder until at least two business days after the
2 Bidder determined to be not responsible has received the final determination.

3
4 **1-02.15 Pre Award Information**
5 *(October 1, 2005 APWA GSP)*

6
7 Revise this section to read:

8
9 Before awarding any contract, the Contracting Agency may require one or more of these
10 items or actions of the apparent lowest responsible bidder:

- 11 1. A complete statement of the origin, composition, and manufacture of any or all materials
12 to be used,
- 13 2. Samples of these materials for quality and fitness tests,
- 14 3. A progress schedule (in a form the Contracting Agency requires) showing the order of
15 and time required for the various phases of the work,
- 16 4. A breakdown of costs assigned to any bid item,
- 17 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 18 6. Obtain, and furnish a copy of, a business license to do business in the city or county
19 where the work is located.
- 20 7. A copy of State of Washington Contractor's Registration, or
- 21 8. Any other information or action taken that is deemed necessary to ensure that the bidder
22 is the lowest responsible bidder.

23
24 **SECTION 1-03, AWARD AND EXECUTION OF CONTRACT**
25

26 **1-03.1 Consideration of Bids**
27 *(January 23, 2006 APWA GSP)*

28
29 Revise the first paragraph to read:

30
31 After opening and reading proposals, the Contracting Agency will check them for correctness
32 of extensions of the prices per unit and the total price. If a discrepancy exists between the
33 price per unit and the extended amount of any bid item, the price per unit will control. If a
34 minimum bid amount has been established for any item and the bidder's unit or lump sum
35 price is less than the minimum specified amount, the Contracting Agency will unilaterally
36 revise the unit or lump sum price, to the minimum specified amount and recalculate the
37 extension. The total of extensions, corrected where necessary, including sales taxes where
38 applicable and such additives and/or alternates as selected by the Contracting Agency, will be
39 used by the Contracting Agency for award purposes and to fix the Awarded Contract Price
40 amount and the amount of the contract bond.

1 **1-03.3 Execution of Contract**
2 *(October 1, 2005 APWA GSP)*

3
4 Revise this section to read:

5
6 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available
7 for signature by the successful bidder on the first business day following award. The number
8 of copies to be executed by the Contractor will be determined by the Contracting Agency.

9
10 Within 10 calendar days after the award date, the successful bidder shall return the signed
11 Contracting Agency-prepared contract, an insurance certification as required by Section 1-
12 07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the
13 contract by the Contracting Agency, the successful bidder shall provide any pre-award
14 information the Contracting Agency may require under Section 1-02.15.

15
16 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
17 Agency nor shall any work begin within the project limits or within Contracting Agency-
18 furnished sites. The Contractor shall bear all risks for any work begun outside such areas and
19 for any materials ordered before the contract is executed by the Contracting Agency.

20
21 If the bidder experiences circumstances beyond their control that prevents return of the
22 contract documents within the calendar days after the award date stated above, the
23 Contracting Agency may grant up to a maximum of 5 additional calendar days for return of
24 the documents, provided the Contracting Agency deems the circumstances warrant it.

25
26 **1-03.4 Contract Bond**
27 *(October 1, 2005 APWA GSP)*

28
29 Revise the first paragraph to read:

30
31 The successful bidder shall provide an executed contract bond for the full contract amount.
32 This contract bond shall:

- 33 1. Be on a Contracting Agency-furnished form;
34 2. Be signed by an approved surety (or sureties) that:
35 a. Is registered with the Washington State Insurance Commissioner, and
36 b. Appears on the current Authorized Insurance List in the State of Washington
37 published by the Office of the Insurance Commissioner;
38 3. Be conditioned upon the faithful performance of the contract by the Contractor within the
39 prescribed time;
40 4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency
41 against any claim of direct or indirect loss resulting from the failure:
42 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
43 subcontractors of the Contractor) to faithfully perform the contract, or
44 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
45 Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors,

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1 material person, or any other person who provides supplies or provisions for carrying
2 out the work;

- 3 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
4 bond; and
5 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
6 proprietor or partner). If the Contractor is a corporation, the bond must be signed by the
7 president or vice-president, unless accompanied by written proof of the authority of the
8 individual signing the bond to bind the corporation (i.e., corporate resolution, power of
9 attorney or a letter to such effect by the president or vice-president).

10
11 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications,
12 and Addenda**

13 *(October 1, 2005 APWA GSP)*
14

15 Revise the second paragraph to read:
16

17 Any inconsistency in the parts of the contract shall be resolved by following this order of
18 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 19 1. Addenda,
20 2. Proposal Form,
21 3. Special Provisions, including APWA General Special Provisions, if they are included,
22 4. Contract Plans,
23 5. Amendments to the Standard Specifications,
24 6. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
25 7. Contracting Agency's Standard Plans (if any), and
26 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
27

28 **1-04.6 Variation in Estimated Quantities**

29 *(May 25, 2006 APWA GSP, Option B; may not be used on FHWA-funded projects)*
30

31 Delete the first paragraph, and replace it with the following:
32

33 Payment to the Contractor will be made only for the actual quantities of work performed and
34 accepted in conformance with the contract. When the accepted quantity of work performed
35 under a unit item varies from the original proposal quantity, payment will be at the unit
36 contract price for all work unless the total accepted quantity of any contract item, adjusted to
37 exclude added or deleted amounts included in change orders accepted by both parties,
38 increases or decreases by more than 25 percent from the original proposal quantity, and if the
39 total extended bid price for that item at time of award is equal to or greater than 10 percent of
40 the total contract price at time of award. In that case, payment for contract work may be
41 adjusted as described herein:

1
2 Add the following two new sub-sections:

3
4 **1-05.4(1) Roadway and Utility Surveys**
5 *(October 1, 2005 APWA GSP)*
6

7 The Engineer shall furnish to the Contractor one time only all principal lines, grades, and
8 measurements the Engineer deems necessary for completion of the work. These shall
9 generally consist of one initial set of:

- 10 1. Slope stakes for establishing grading;
11 2. Curb grade stakes;
12 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
13 4. Offset points to establish line and grade for underground utilities such as water, sewers,
14 and storm drains.

15
16 On alley construction projects with minor grade changes, the Engineer shall provide only
17 offset hubs on one side of the alley to establish the alignment and grade.

18
19 **1-05.4(12) Contractor Surveying - Roadway**
20

21 Copies of the Contracting Agency provided primary survey control data are available for the
22 bidder's inspection at the office of the Project Engineer.

23
24 The Contractor shall be responsible for setting, maintaining, and resetting all alignment
25 stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage,
26 surfacing, paving, channelization and pavement marking, illumination and signals, guardrails
27 and barriers, and signing. Except for the survey control data to be furnished by the
28 Contracting Agency, calculations, surveying, and measuring required for setting and
29 maintaining the necessary lines and grades shall be the Contractor's responsibility.
30

31 Detailed survey records shall be maintained, including a description of the work performed
32 on each shift, the methods utilized, and the control points used. The record shall be adequate
33 to allow the survey to be reproduced. A copy of each day's record shall be provided to the
34 Engineer within three working days after the end of the shift.
35

36 The meaning of words and terms used in this provision shall be as listed in "Definitions of
37 Surveying and Associated Terms" current edition, published by the American Congress on
38 Surveying and Mapping and the American Society of Civil Engineers.
39

40 The survey work shall include but not be limited to the following:

- 41
42 1. Verify the primary horizontal and vertical control furnished by the Contracting Agency,
43 and expand into secondary control by adding stakes and hubs as well as additional survey
44 control needed for the project. Provide descriptions of secondary control to the Contracting
45 Agency. The description shall include coordinates and elevations of all secondary control
46 points.
47

- 1 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on
2 centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on
3 the alignments spaced no further than 50 feet.
4
- 5 3. Establish clearing limits, placing stakes at all angle points and at intermediate points not
6 more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a
7 fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
8
- 9 4. Establish grading limits, placing slope stakes at centerline increments not more than 50
10 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS)
11 Machine Controls are used to provide grade control, then slope stakes may be omitted at the
12 discretion of the Contractor
13
- 14 5. Establish the horizontal and vertical location of all drainage features, placing offset stakes
15 to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
16
- 17 6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at
18 the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal
19 intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius
20 less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet.
21 Transversely, stakes shall be placed at all locations where the roadway slope changes and at
22 additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS
23 Machine Controls are used to provide grade control, then roadbed and surfacing stakes may
24 be omitted at the discretion of the Contractor.
25
- 26 7. Establish intermediate elevation benchmarks as needed to check work throughout the
27 project.
28
- 29 8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying
30 to establish location and elevation of paving pins as they are being placed.
31
- 32 9. For all other types of construction included in this provision, (including but not limited to
33 channelization and pavement marking, illumination and signals, guardrails and barriers, and
34 signing) provide staking and layout as necessary to adequately locate, construct, and check
35 the specific construction activity.
36
- 37 10. The Contractor shall collect additional topographic survey data as needed in order to
38 match into existing roadways such that the transition from the new pavement to the existing
39 pavement is smooth and that the pavement and ditches drain properly. If changes to the
40 profiles or roadway sections shown in the contract plans are needed to achieve proper
41 smoothness and drainage where matching into existing features, the Contractor shall submit
42 these changes to the Project Engineer for review and approval 10 days prior to the beginning
43 of work.
44

45 The Contractor shall provide the Contracting Agency copies of any calculations and staking
46 data when requested by the Engineer.
47

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65

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control, and descriptions of two additional primary control points for every additional three miles of project length. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.

The Contractor shall ensure a surveying accuracy within the following tolerances:

<u>Vertical</u>	<u>Horizontal</u>	
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet (parallel to alignment)	±0.5 feet (normal to alignment)
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet (parallel to alignment)	±0.5 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment)
		±0.1 feet (normal to alignment)

The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

1
2 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed
3 that are not described in the Plans, then those stakes shall be marked, at no additional cost to
4 the Contracting Agency as ordered by the Engineer.
5

6 **1-05.7 Removal of Defective and Unauthorized Work**
7 *(October 1, 2005 APWA GSP)*
8

9 Supplement this section with the following:
10

11 If the Contractor fails to remedy defective or unauthorized work within the time specified in
12 a written notice from the Engineer, or fails to perform any part of the work required by the
13 Contract Documents, the Engineer may correct and remedy such work as may be identified
14 in the written notice, with Contracting Agency forces, or by such other means as the
15 Contracting Agency may deem necessary.
16

17 If the Contractor fails to comply with a written order to remedy what the Engineer
18 determines to be an emergency situation, the Engineer may have the defective and
19 unauthorized work corrected immediately, have the rejected work removed and replaced, or
20 have work the Contractor refuses to perform completed by using Contracting Agency or
21 other forces. An emergency situation is any situation when, in the opinion of the Engineer, a
22 delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage
23 to the public.
24

25 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
26 remedying defective or unauthorized work, or work the Contractor failed or refused to
27 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
28 monies due, or to become due, the Contractor. Such direct and indirect costs shall include in
29 particular, but without limitation, compensation for additional professional services required,
30 and costs for repair and replacement of work of others destroyed or damaged by correction,
31 removal, or replacement of the Contractor's unauthorized work.
32

33 No adjustment in contract time or compensation will be allowed because of the delay in the
34 performance of the work attributable to the exercise of the Contracting Agency's rights
35 provided by this Section.
36

37 The rights exercised under the provisions of this section shall not diminish the Contracting
38 Agency's right to pursue any other avenue for additional remedy or damages with respect to
39 the Contractor's failure to perform the work as required.

1 **1-05.11 Final Inspection**

2
3 Delete this section and replace it with the following:

4
5 **1-05.11 Final Inspections and Operational Testing**

6 *(October 1, 2005 APWA GSP)*

7
8 **1-05.11(1) Substantial Completion Date**

9
10 When the Contractor considers the work to be substantially complete, the Contractor shall so
11 notify the Engineer and request the Engineer establish the Substantial Completion Date. The
12 Contractor's request shall list the specific items of work that remain to be completed in order
13 to reach physical completion. The Engineer will schedule an inspection of the work with the
14 Contractor to determine the status of completion. The Engineer may also establish the
15 Substantial Completion Date unilaterally.

16
17 If, after this inspection, the Engineer concurs with the Contractor that the work is
18 substantially complete and ready for its intended use, the Engineer, by written notice to the
19 Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer
20 does not consider the work substantially complete and ready for its intended use, the
21 Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

22
23 Upon receipt of written notice concurring in or denying substantial completion, whichever is
24 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
25 interruption, the work necessary to reach Substantial and Physical Completion. The
26 Contractor shall provide the Engineer with a revised schedule indicating when the Contractor
27 expects to reach substantial and physical completion of the work.

28
29 The above process shall be repeated until the Engineer establishes the Substantial
30 Completion Date and the Contractor considers the work physically complete and ready for
31 final inspection.

32
33 **1-05.11(2) Final Inspection and Physical Completion Date**

34
35 When the Contractor considers the work physically complete and ready for final inspection,
36 the Contractor by written notice, shall request the Engineer to schedule a final inspection.
37 The Engineer will set a date for final inspection. The Engineer and the Contractor will then
38 make a final inspection and the Engineer will notify the Contractor in writing of all
39 particulars in which the final inspection reveals the work incomplete or unacceptable. The
40 Contractor shall immediately take such corrective measures as are necessary to remedy the
41 listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without
42 interruption until physical completion of the listed deficiencies. This process will continue
43 until the Engineer is satisfied the listed deficiencies have been corrected.

44
45 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
46 written notice listing the deficiencies, the Engineer may, upon written notice to the

1 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
2 Section 1-05.7.

3
4 The Contractor will not be allowed an extension of contract time because of a delay in the
5 performance of the work attributable to the exercise of the Engineer's right hereunder.
6

7 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
8 Contracting Agency, in writing, of the date upon which the work was considered physically
9 complete. That date shall constitute the Physical Completion Date of the contract, but shall
10 not imply acceptance of the work or that all the obligations of the Contractor under the
11 contract have been fulfilled.
12

13 **1-05.11(3) Operational Testing**

14
15 It is the intent of the Contracting Agency to have at the Physical Completion Date a complete
16 and operable system. Therefore when the work involves the installation of machinery or
17 other mechanical equipment; street lighting, electrical distribution or signal systems;
18 irrigation systems; buildings; or other similar work it may be desirable for the Engineer to
19 have the Contractor operate and test the work for a period of time after final inspection but
20 prior to the physical completion date. Whenever items of work are listed in the Contract
21 Provisions for operational testing they shall be fully tested under operating conditions for the
22 time period specified to ensure their acceptability prior to the Physical Completion Date.
23 During and following the test period, the Contractor shall correct any items of workmanship,
24 materials, or equipment which prove faulty, or that are not in first class operating condition.
25 Equipment, electrical controls, meters, or other devices and equipment to be tested during
26 this period shall be tested under the observation of the Engineer, so that the Engineer may
27 determine their suitability for the purpose for which they were installed. The Physical
28 Completion Date cannot be established until testing and corrections have been completed to
29 the satisfaction of the Engineer.
30

31 The costs for power, gas, labor, material, supplies, and everything else needed to successfully
32 complete operational testing, shall be included in the unit contract prices related to the
33 system being tested, unless specifically set forth otherwise in the proposal.
34

35 Operational and test periods, when required by the Engineer, shall not affect a
36 manufacturer's guaranties or warranties furnished under the terms of the contract.
37

38 **1-05.13 Superintendents, Labor and Equipment of Contractor** 39 *(May 25, 2006 APWA GSP)*

40
41 Revise the seventh paragraph to read:

42
43 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to
44 Section 1-02.1, it will take these performance reports into account.
45

1 Add the following new section:

2
3 **1-05.16 Water and Power**
4 *(October 1, 2005 APWA GSP)*

5
6 The Contractor shall make necessary arrangements, and shall bear the costs for power and
7 water necessary for the performance of the work, unless the contract includes power and
8 water as a pay item.

9
10 Add the following new section:

11
12 **1-05.17 Oral Agreements**
13 *(October 1, 2005 AWPA GSP)*

14
15 No oral agreement or conversation with any officer, agent, or employee of the Contracting
16 Agency, either before or after execution of the contract, shall affect or modify any of the
17 terms or obligations contained in any of the documents comprising the contract. Such oral
18 agreement or conversation shall be considered as unofficial information and in no way
19 binding upon the Contracting Agency, unless subsequently put in writing and signed by the
20 Contracting Agency.

21
22 **1-07.1 Laws to be Observed**
23 *(October 1, 2005 APWA GSP)*

24
25 Supplement this section with the following:

26
27 In cases of conflict between different safety regulations, the more stringent regulation shall
28 apply.

29
30 The Washington State Department of Labor and Industries shall be the sole and paramount
31 administrative agency responsible for the administration of the provisions of the Washington
32 Industrial Safety and Health Act of 1973 (WISHA).

33
34 The Contractor shall maintain at the project site office, or other well known place at the
35 project site, all articles necessary for providing first aid to the injured. The Contractor shall
36 establish, publish, and make known to all employees, procedures for ensuring immediate
37 removal to a hospital, or doctor's care, persons, including employees, who may have been
38 injured on the project site. Employees should not be permitted to work on the project site
39 before the Contractor has established and made known procedures for removal of injured
40 persons to a hospital or a doctor's care.

41
42 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the
43 Contractor's plant, appliances, and methods, and for any damage or injury resulting from
44 their failure, or improper maintenance, use, or operation. The Contractor shall be solely and
45 completely responsible for the conditions of the project site, including safety for all persons
46 and property in the performance of the work. This requirement shall apply continuously, and
47 not be limited to normal working hours. The required or implied duty of the Engineer to

1 conduct construction review of the Contractor's performance does not, and shall not, be
2 intended to include review and adequacy of the Contractor's safety measures in, on, or near
3 the project site.
4

5 **1-07.2 State Sales Tax**

6 *(October 1, 2005 APWA GSP)*
7

8 **1-07.2(1) General**
9

10 The Washington State Department of Revenue has issued special rules on the State sales tax.
11 Sections 1-07.2(1) through 1-07.2(4) are meant to clarify those rules. The Contractor should
12 contact the Washington State Department of Revenue for answers to questions in this area.
13 The Contracting Agency will not adjust its payment if the Contractor bases a bid on a
14 misunderstood tax liability.
15

16 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
17 amounts. In some cases, however, state retail sales tax will not be included. Section 1-
18 07.2(3) describes this exception.
19

20 The Contracting Agency will pay the retained percentage only if the Contractor has obtained
21 from the Washington State Department of Revenue a certificate showing that all contract-
22 related taxes have been paid (RCW 60.28.050). The Contracting Agency may deduct from
23 its payments to the Contractor any amount the Contractor may owe the Washington State
24 Department of Revenue, whether the amount owed relates to this contract or not. Any
25 amount so deducted will be paid into the proper State fund.
26

27 **1-07.2(2) State Sales Tax — Rule 171**
28

29 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
30 roads, etc., which are owned by a municipal corporation, or political subdivision of the state,
31 or by the United States, and which are used primarily for foot or vehicular traffic. This
32 includes storm or combined sewer systems within and included as a part of the street or road
33 drainage system and power lines when such are part of the roadway lighting system. For
34 work performed in such cases, the Contractor shall include Washington State Retail Sales
35 Taxes in the various unit bid item prices, or other contract amounts, including those that the
36 Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in
37 doing the work.
38

39 **1-07.2(3) State Sales Tax — Rule 170**
40

41 The work on this contract is to be performed upon lands whose ownership obligates the
42 Contractor to pay State sales tax on portions of the project work and obligates the Contractor
43 to collect State sales tax from the Contracting Agency on other portions of the project as
44 follows:
45
46

1 1. The provisions of Section 1-07.2(1) apply to the following listed portions of the
2 project:

3
4 All Work Under This Contract

5
6 2. The provisions of Section 1-07.2(2) apply to all of the remaining portions of the
7 project.

8
9 For bidding purposes the Contracting Agency has segregated the plan quantities which are
10 affected by Section 1-07.2(1) from those quantities affected by Section 1-07.2(2). These
11 approximate quantities are shown on the Summary of Quantities sheets; however, any tax
12 payments shall be based on actual quantities used.

13
14 **1-07.2(4) Services**

15
16 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract
17 wholly for professional or other services (as defined in Washington State Department of
18 Revenue Rules 138 and 244).

19
20 **1-07.18 Public Liability and Property Damage Insurance**

21
22 Delete this section in its entirety, and replace it with the following:

23
24 **1-07.18 Insurance**
25 *(May 10, 2006 APWA GSP)*

26
27 **1-07.18(1) General Requirements**

28
29 A. The Contractor shall obtain the insurance described in this section from insurers
30 approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance
31 must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key
32 Rating Guide, which is licensed to do business in the state of Washington (or issued as a
33 surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the
34 right to approve or reject the insurance provided, based on the insurer (including financial
35 condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

36
37 B. The Contractor shall keep this insurance in force during the term of the contract
38 and for thirty (30) days after the Physical Completion date, unless otherwise indicated
39 (see C. below).

40
41 C. If any insurance policy is written on claims made form, its retroactive date, and
42 that of all subsequent renewals, shall be no later than the effective date of this Contract.
43 The policy shall state that coverage is claims made, and state the retroactive date.
44 Claims-made form coverage shall be maintained by the Contractor for a minimum of 36
45 months following the Final Completion or earlier termination of this contract, and the
46 Contractor shall annually provide the Contracting Agency with proof of renewal. If
47 renewal of the claims made form of coverage becomes unavailable, or economically

1 prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute
2 another form of guarantee acceptable to the Contracting Agency to assure financial
3 responsibility for liability for services performed.

4
5 D. The insurance policies shall contain a “cross liability” provision.

6
7 E. The Contractor’s and all subcontractors’ insurance coverage shall be primary and
8 non-contributory insurance as respects the Contracting Agency’s insurance, self-
9 insurance, or insurance pool coverage.

10
11 F. All insurance policies and Certificates of Insurance shall include a requirement
12 providing for a minimum of 30 days prior written notice to the Contracting Agency of
13 any cancellation in any insurance policy.

14
15 G. Upon request, the Contractor shall forward to the Contracting Agency a full and
16 certified copy of the insurance policy(s).

17
18 H. The Contractor shall not begin work under the contract until the required
19 insurance has been obtained and approved by the Contracting Agency.

20
21 I. Failure on the part of the Contractor to maintain the insurance as required shall
22 constitute a material breach of contract, upon which the Contracting Agency may, after
23 giving five business days notice to the Contractor to correct the breach, immediately
24 terminate the contract or, at its discretion, procure or renew such insurance and pay any
25 and all premiums in connection therewith, with any sums so expended to be repaid to the
26 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,
27 offset against funds due the Contractor from the Contracting Agency.

28
29 J. All costs for insurance shall be incidental to and included in the unit or lump sum
30 prices of the contract and no additional payment will be made.

31
32 **1-07.18(2) Additional Insured**

33 All insurance policies, with the exception of Professional Liability and Workers Compensation,
34 shall name the following listed entities as additional insured(s):

- 35
36
 - the Contracting Agency and its officers, elected officials, employees, agents, and
37 volunteers

38 The above-listed entities shall be additional insured(s) for the full available limits of liability
39 maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of
40 whether such limits maintained by the Contractor are greater than those required by this
41 Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor
42 pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.
43

1 **1-07.18(3) Subcontractors**

2 Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum
3 the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting
4 Agency, the Contractor shall provide evidence of such insurance.
5

6 **1-07.18(4) Evidence of Insurance**

7 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
8 endorsements for each policy of insurance meeting the requirements set forth herein when the
9 Contractor delivers the signed Contract for the work. The certificate and endorsements must
10 conform to the following requirements:

- 11 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 12 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-
13 07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a
14 copy of any blanket additional insured clause from its policies instead of a separate
15 endorsement. A statement of additional insured status on an ACORD Certificate of
16 Insurance shall not satisfy this requirement.
- 17 3. Any other amendatory endorsements to show the coverage required herein.

18
19 **1-07.18(5) Coverages and Limits**

20 The insurance shall provide the minimum coverages and limits set forth below. Providing
21 coverage in these stated minimum limits shall not be construed to relieve the Contractor from
22 liability in excess of such limits. All deductibles and self-insured retentions must be disclosed
23 and are subject to approval by the Contracting Agency. The cost of any claim payments falling
24 within the deductible shall be the responsibility of the Contractor.
25

26 **1-07.18(5)A Commercial General Liability**

27 A policy of Commercial General Liability Insurance, including:

- 28
- 29 Per project aggregate
- 30 Premises/Operations Liability
- 31 Products/Completed Operations – for a period of one year following final acceptance of the
32 work.
- 33 Personal/Advertising Injury
- 34 Contractual Liability
- 35 Independent Contractors Liability
- 36 Stop Gap / Employers’ Liability
- 37 Explosion, Collapse, or Underground Property Damage (XCU)
- 38 Blasting (only required when the Contractor’s work under this Contract includes exposures to
39 which this specified coverage responds)
- 40

41 Such policy must provide the following minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury, each offence

1 Stop Gap / Employers' Liability

\$1,000,000 Each Accident

\$1,000,000 Disease - Policy Limit

\$1,000,000 Disease - Each Employee

2

3 **1-07.18(5)B Automobile Liability**

4 Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90
5 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such
6 policy(ies) must provide the following minimum limit:

7

\$1,000,000 combined single limit

8

9 **1-07.18(5)C Workers' Compensation**

10 The Contractor shall comply with Workers' Compensation coverage as required by the Industrial
11 Insurance laws of the state of Washington.

12

13 **1-07.18(5)E All Risk Builder's Risk**

14 *(May 10, 2006 APWA GSP)*

15

16 Contractor shall purchase and maintain Builders Risk insurance covering interests of the
17 Contracting Agency, the Contractor, Subcontractors, and Sub-subcontractors in the work.
18 Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of
19 fire and extended coverage and physical loss or damage including flood, earthquake, theft,
20 vandalism, malicious mischief and collapse. The Builders Risk insurance shall include coverage
21 for temporary buildings, debris removal, and damage to materials in transit or stored off-site.
22 Such insurance shall cover "soft costs" including but not limited to design costs, licensing fees,
23 and architect's and engineer's fees. Builders Risk insurance shall be written in the amount of the
24 completed value of the project, with no coinsurance provisions.

25

26 The Builders Risk insurance covering the work shall have a deductible of \$5,000 for each
27 occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood,
28 earthquake and all other perils may be accepted by the Contracting Agency upon written request
29 by the Contractor and written acceptance by the Contracting Agency. Any increased deductibles
30 accepted by the Contracting Agency will remain the responsibility of the Contractor.

31

32 The Builders Risk insurance shall be maintained until final acceptance of the work by the
33 Contracting Agency.

34

35 The Contractor and the Contracting Agency waive all rights against each other any of their
36 Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages
37 caused by fire or other perils to the extent covered by Builders Risk insurance or other property

1 insurance applicable to the work. The policies shall provide such waivers by endorsement or
2 otherwise.

3
4 **1-07.18(5)F Excess or Umbrella Liability**

5 *(May 10, 2006 APWA GSP)*
6

7 The Contractor shall provide Excess or Umbrella Liability coverage at limits of 1 million per
8 occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a
9 minimum, to both the Commercial General and Auto insurance policy coverage.

10
11 This requirement may be satisfied instead through the Contractor's primary Commercial General
12 and Automobile Liability coverage, or any combination thereof.
13

14 **1-07.23 Public Convenience and Safety**

15
16 **1-07.23(2) Construction and Maintenance of Detours**

17 *(October 1, 2005 APWA GSP)*
18

19 Revise the first paragraph to read:
20

21 Unless otherwise approved, the Contractor shall maintain two-way traffic during
22 construction. The Contractor shall build, maintain in a safe condition, keep open to traffic,
23 and remove when no longer needed:

- 24 1. Detours and detour bridges that will accommodate traffic diverted from the roadway,
25 bridge, sidewalk, or path during construction,
26 2. Detour crossings of intersecting highway, and
27 3. Temporary approaches.
28

29 **1-07.24 Rights of Way**

30 *(October 1, 2005 APWA GSP)*
31

32 Delete this section in its entirety, and replace it with the following:
33

34 Street right of way lines, limits of easements, and limits of construction permits are indicated
35 in the Plans. The Contractor's construction activities shall be confined within these limits,
36 unless arrangements for use of private property are made.
37

38 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way
39 and easements, both permanent and temporary, necessary for carrying out the work.
40 Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's
41 attention by a duly issued Addendum.
42

43 Whenever any of the work is accomplished on or through property other than public right of
44 way, the Contractor shall meet and fulfill all covenants and stipulations of any easement
45 agreement obtained by the Contracting Agency from the owner of the private property.

1 Copies of the easement agreements may be included in the Contract Provisions or made
2 available to the Contractor as soon as practical after they have been obtained by the Engineer.

3
4 Whenever easements or rights of entry have not been acquired prior to advertising, these
5 areas are so noted in the Plans. The Contractor shall not proceed with any portion of the
6 work in areas where right of way, easements or rights of entry have not been acquired until
7 the Engineer certifies to the Contractor that the right of way or easement is available or that
8 the right of entry has been received. If the Contractor is delayed due to acts of omission on
9 the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the
10 Contractor will be entitled to an extension of time. The Contractor agrees that such delay
11 shall not be a breach of contract.

12
13 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This
14 includes entry onto easements and private property where private improvements must be
15 adjusted.

16
17 The Contractor shall be responsible for providing, without expense or liability to the
18 Contracting Agency, any additional land and access thereto that the Contractor may desire
19 for temporary construction facilities, storage of materials, or other Contractor needs.
20 However, before using any private property, whether adjoining the work or not, the
21 Contractor shall file with the Engineer a written permission of the private property owner,
22 and, upon vacating the premises, a written release from the property owner of each property
23 disturbed or otherwise interfered with by reasons of construction pursued under this contract.
24 The statement shall be signed by the private property owner, or proper authority acting for
25 the owner of the private property affected, stating that permission has been granted to use the
26 property and all necessary permits have been obtained or, in the case of a release, that the
27 restoration of the property has been satisfactorily accomplished. The statement shall include
28 the parcel number, address, and date of signature. Written releases must be filed with the
29 Engineer before the Completion Date will be established.

30 31 **1-07.6 Permits And Licenses**

32
33 Section 1-07.6 is supplemented with the following:

34
35 No hydraulic permits are required for this project unless the Contractor's operations use,
36 divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the
37 waters of the State or materials from gravel or sand bars, or from stream beds.

38
39 The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of
40 the permit(s) is attached as an appendix for informational purposes. All contracts with the
41 permitting agency concerning the below-listed permit(s) shall be through the Engineer. The
42 Contractor shall obtain additional permits as necessary. All costs to obtain and comply with
43 additional permits shall be included in the applicable bid items for the work involved.

44
45 Oak Harbor Street Opening Inspection Permit for each crossing location (8).

46 47 **1-07.17 Utilities and Similar Facilities**

1
2 Section 1-07.17 is supplemented with the following:

- 3
4 1. Locations and dimensions shown in the Plans for existing facilities are in accordance
5 with available information obtained without uncovering, measuring, or other
6 verification.
7
8 2. The following addresses and telephone numbers of utility companies known or
9 suspected of having facilities within the project limits are supplied for the Contractor's
10 convenience:

11
12 Puget Sound Energy
13 Cascade Natural Gas
14 Frontier
15 Black Rack
16 Comcast
17

18 (January 5, 2004)

19 **1-07.18 Reduced insurance Requirement**

20
21 Section 107.18 is revised as follows:

22
23 Item number 1 in the first paragraph is deleted.

24
25 Item number 2 is revised to read:

- 26
27 2. Commercial General Liability Insurance written under ISO Form CG0001 or its
28 equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate
29 for each policy year. Products and completed operations coverage shall be provided
30 for a period of one year following final acceptance of the work. The Contracting
31 Agency shall be named as an additional insured on the policy.
32

33 (April 2, 2007)

34 **1-07.23 Work Zone Clear Zone**

35
36 The work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The
37 WZCZ applied only to temporary roadside objects introduced by the Contractor's
38 operations and does not apply to preexisting conditions or permanent work. Those work
39 operations that are actively in progress shall be in accordance with adopted and approved
40 Traffic Control Plans, and other contract requirements.

41
42 During nonworking hours equipment or materials shall not be within the WZCZ unless
43 they are protected by permanent guardrail or temporary concrete barrier. The use of
44 temporary concrete barrier shall be permitted only if the Engineer approves the installation
45 and location.
46

1 During actual hours of work, unless protected as described above, only materials absolutely
2 necessary to construction shall be within the WZCZ and only construction vehicles
3 absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop
4 or park on the shoulder of the roadway.

5 The Contractor's nonessential vehicles and employees private vehicles shall not be
6 permitted to park within the WZCZ at any time unless protected as described above.

7
8 Deviation from the above requirements shall not occur unless the Contractor has
9 requested the deviation in writing and the Engineer has provided written approval.

10
11 Minimum WZCZ distances are measured from the edge of traveled way and will be
12 determined as follows:
13

Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

14
15
16 **Minimum Work Zone Clear Zone Distance**

17
18 **(December 1, 2008)**

19
20 Section 1-07.23(2) is supplemented with the following:

21
22 **Pedestrian Control and Protection**

23 If no alternative is proposed within the contract plans, all existing pedestrian routes and
24 access points within the project limits, including sidewalks and crosswalks, shall remain
25 open and clear at all times. The Contractor may propose Traffic Control Plans (TCP's) that
26 comply with the MUTCD, ADA requirements, and these Specifications. Contractor
27 proposed TCP's detailing the alternative accessible pedestrian route shall be approved by
28 the Engineer prior to implementation. The plans will either be returned for correction,
29 approved as noted, or approved for use by the end of a 10-day review period. Each time
30 the plan is returned for correction, an additional 10-day review period may be necessary.

31
32 When the Engineer allows work areas to encroach upon a sidewalk or crosswalk area, and
33 minimum clear width of 48-inches cannot be maintained for pedestrian use, an alternative
34 accessible pedestrian route shall be provided. Separation of pedestrians from the work area
35 and vehicular traffic is required.

36
37 Protective barricades, fencing, and bridges, together with warning and guidance devices
38 and signs, shall be utilized so that the passageway for pedestrians is safe, well defined and
39 accessible. Whenever pedestrian walkways are provided across excavations, they shall be
40 provided with suitable handrails. Foot bridges shall be safe, strong, and free of bounce and

1 sway, have a slip resistant coating, and be free of cracks, holes and irregularities that could
2 cause tripping. Ramps, with a maximum slope of 8.3%, shall be provided at the entrance
3 and exit of all raised footbridges. The maximum cross slope shall be 2.0%. When the
4 existing facility is illuminated or TCP's requires illumination, illumination shall be
5 provided during the hours of darkness. Retroreflective delineation shall be provided during
6 hours of darkness.

7
8 Where accessible pedestrian routes are allowed to be closed by the Engineer during
9 construction, an alternate accessible pedestrian route shall be provided that complies with
10 the MUTCD, ADA requirements and these Specifications. The alternate accessible
11 pedestrian route shall not have abrupt changes in grade or terrain. Barriers and channelizing
12 devices shall be detectable to pedestrians who have visual disabilities. Where it is
13 necessary to divert pedestrians into the roadway, barricading or channelizing devices shall
14 be provided to separate the pedestrian route from the adjacent vehicular traffic lane.
15 Barricading or channelizing devices used to separate pedestrian and vehicular traffic shall
16 be crashworthy and, when struck by vehicles, present a minimum threat to pedestrians,
17 workers, and occupants of impacting vehicles. At no time shall pedestrians be diverted
18 into a portion of the street used concurrently by moving vehicular traffic.

19
20 In addition the Traffic Control Plan shall address the following:

- 21
- 22 • All pedestrians, including persons with disabilities, shall be provided with a safe
23 and accessible route.
 - 24
 - 25 • The width of the existing pedestrian facility shall be maintained if possible.
26 When it is not possible to maintain a minimum width of 60-inches throughout
27 the entire length of the pedestrian route, a minimum width of 48-inches shall be
28 provided with 60-inch x 60-inch passing zones spaced at maximum intervals of
29 200-feet to allow individuals in wheelchairs to pass.
 - 30
 - 31 • Traffic control devices and other construction materials and features shall not
32 intrude into the usable width of the sidewalk, alternate accessible pedestrian
33 route, or other pedestrian facility.
 - 34
 - 35 • Signs and other devices mounted lower than 84-inches above the temporary
36 accessible pedestrian route shall not project more than 4-inches into the
37 accessible pedestrian route.
 - 38
 - 39 • A smooth, continuous hard surface shall be provided throughout the entire
40 length and width of the pedestrian route throughout construction. There shall be
41 no curbs or vertical elevation changes greater than ½-inch in grade or terrain
42 that could cause tripping or be a barrier to wheelchair use. Vertical elevation
43 differences between ¼-inch and ½-inch shall be beveled at a maximum 2:1
44 slope.
 - 45
 - 46 • When channelization is used to delineate a pedestrian pathway, a continuous
47 detectable edging shall be provided throughout the length of the facility such

1 that pedestrians using a cane can follow it. Edging shall protrude at least 6-
2 inches above the surface of the sidewalk or pathway with the bottom of the
3 edging a maximum of 2-1/2 inches above the surface.
4

- 5 • Temporary ramps shall be provided when an alternate accessible pedestrian
6 route crosses a curb and no permanent curb ramps are in place. The width of
7 the curb ramp shall be a minimum of 48-inches and the maximum slope of the
8 ramp shall be 8.3%. The maximum cross slope shall be 2.0%. The bottom of
9 the curb ramp shall be flush with the Roadway. Temporary detectable warning
10 mats shall be installed at street crossings.
11
- 12 • When possible, an alternate accessible pedestrian route shall be provided on the
13 same side of the street as the disrupted route. When it is not possible, the
14 alternate route shall be clearly identified at the nearest intersection crossing
15 prior to the closure area.
16
- 17 • Information regarding closed pedestrian routes, alternate crossings, and sign and
18 signal information shall be communicated to pedestrians with visual disabilities
19 by providing devices such as audible information devices, accessible pedestrian
20 signals, or barriers and channelizing devices that are detectable to the
21 pedestrians traveling with the aid of a cane or who have low vision.
22
- 23 • It is desirable that pedestrians cross to the opposite side of the roadway at
24 intersections rather than mid-block. Appropriate signing shall be placed at the
25 intersections prior to any pedestrian route closure.
26
- 27 • If not otherwise stated in the contract provisions, access to transit stops shall be
28 provided and maintained at all times. Transit stops may be temporarily
29 relocated with approval of the transit agency and the Project Engineer.
30
- 31 • At locations where adjacent alternate walkways cannot be provided, appropriate
32 signs shall be posted at the limits of construction and in advance of the closure
33 at the nearest crosswalk or intersection, to divert pedestrians across the street.
34 Physical barricades shall be installed to prevent visually impaired people from
35 inadvertently entering a closed area.
36

37 38 **1-08 PROSECUTION AND PROGRESS**

39 Add the following new section:
40

41
42 **1-08.0 Preliminary Matters**
43 *(May 25, 2006 APWA GSP)*
44

1 Add the following new section:
2

3 **1-08.0(1) Preconstruction Conference**

4 *(May 25, 2006 APWA GSP)*
5

6 Prior to the Contractor beginning the work, a preconstruction conference will be held
7 between the Contractor, the Engineer and such other interested parties as may be invited.
8 The purpose of the preconstruction conference will be:

- 9 1. To review the initial progress schedule;
- 10 2. To establish a working understanding among the various parties associated or affected by
11 the work;
- 12 3. To establish and review procedures for progress payment, notifications, approvals,
13 submittals, etc.;
- 14 4. To establish normal working hours for the work;
- 15 5. To review safety standards and traffic control; and
- 16 6. To discuss such other related items as may be pertinent to the work.

17
18 The Contractor shall prepare and submit at the preconstruction meeting the following:

- 19 1. A breakdown of all lump sum items;
- 20 2. A preliminary schedule of working drawing submittals; and
- 21 3. A list of material sources for approval if applicable.

22
23 Add the following new section:
24

25 **1-08.0(2) Hours of Work**

26 *(May 25, 2006 APWA GSP)*
27

28 Except in the case of emergency or unless otherwise approved by the Contracting Agency,
29 the normal straight time working hours for the contract shall be any consecutive 8-hour
30 period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch
31 break and a 5-day work week. The normal straight time 8-hour working period for the
32 contract shall be established at the preconstruction conference or prior to the Contractor
33 commencing the work.
34

35 If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m.
36 or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for
37 permission to work such times. Permission to work longer than an 8-hour period between
38 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to the Engineer no
39 later than noon on the working day prior to the day for which the Contractor is requesting
40 permission to work.
41

42 Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and
43 between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject
44 to noise control requirements. Approval to continue work during these hours may be
45 revoked at any time the Contractor exceeds the Contracting Agency's noise control
46 regulations or complaints are received from the public or adjoining property owners

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1 regarding the noise from the Contractor's operations. The Contractor shall have no claim for
2 damages or delays should such permission be revoked for these reasons.

3
4 Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal
5 straight time working hours Monday through Friday may be given subject to certain other
6 conditions set forth by the Contracting Agency or Engineer. These conditions may include
7 but are not limited to: requiring the Engineer or such assistants as the Engineer may deem
8 necessary to be present during the work; requiring the Contractor to reimburse the
9 Contracting Agency for the costs in excess of straight-time costs for Contracting Agency
10 employees who worked during such times, on non Federal aid projects; considering the work
11 performed on Saturdays, Sundays, and holidays as working days with regards to the contract
12 time; and considering multiple work shifts as multiple working days with respect to contract
13 time even though the multiple shifts occur in a single 24-hour period. Assistants may
14 include, but are not limited to, survey crews; personnel from the Contracting Agency's
15 material testing lab; inspectors; and other Contracting Agency employees when in the
16 opinion of the Engineer, such work necessitates their presence.

17
18 Add the following new section:

19
20 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**
21 *(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)*

22
23 Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-
24 hour work shift on a regular working day, as defined in the Standard Specifications, such
25 work shall be considered as overtime work. On all such overtime work an inspector will be
26 present, and a survey crew may be required at the discretion of the Engineer. In such case,
27 the Contracting Agency may deduct from amounts due or to become due to the Contractor
28 for the costs in excess of the straight-time costs for employees of the Contracting Agency
29 required to work overtime hours.

30
31 The Contractor by these specifications does hereby authorize the Engineer to deduct such
32 costs from the amount due or to become due to the Contractor.

33
34 **1-08.1 Subcontracting - D/M/WBE Reporting**
35 *(October 1, 2005) APWA GSP; may not be used on FHWA-funded projects)*

36
37 Revise the seventh paragraph to read:

38
39 On all projects funded with Contracting Agency funds only, the Contractor shall certify to
40 the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms that
41 were used as subcontractors, lower tier subcontractors, manufacturers, regular dealers, or
42 service providers on the contract. This certification shall be submitted to the Engineer, on
43 the form provided by the Engineer, 20 calendar days after physical completion of the
44 contract, whichever comes first.

45
46 Revise this section to read:

1 **1-08.4 Notice to Proceed and Prosecution of the Work**
2 *(October 1, 2005 APWA GSP)*

3
4 Notice to Proceed will be given after the contract has been executed and the contract bond
5 and evidence of insurance have been approved and filed by the Contracting Agency. The
6 Contractor shall not commence with the work until the Notice to Proceed has been given by
7 the Engineer. The Contractor shall commence construction activities on the project site
8 within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The
9 Contractor shall diligently pursue the work to the physical completion date within the time
10 specified in the contract. Voluntary shutdown or slowing of operations by the Contractor
11 shall not relieve the Contractor of the responsibility to complete the work within the time(s)
12 specified in the contract.

13
14 **1-08.5 Time for Completion**
15 *(June 28, 2007 APWA GSP, Option A)*

16
17 Revise the third and fourth paragraphs to read:

18
19 Contract time shall begin on the first working day following the Notice to Proceed Date.

20
21 Each working day shall be charged to the contract as it occurs, until the contract work is
22 physically complete. If substantial completion has been granted and all the authorized
23 working days have been used, charging of working days will cease. Each week the Engineer
24 will provide the Contractor a statement that shows the number of working days: (1) charged
25 to the contract the week before; (2) specified for the physical completion of the contract; and
26 (3) remaining for the physical completion of the contract. The statement will also show the
27 nonworking days and any partial or whole day the Engineer declares as unworkable. Within
28 10 calendar days after the date of each statement, the Contractor shall file a written protest of
29 any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in
30 sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed.
31 By not filing such detailed protest in that period, the Contractor shall be deemed as having
32 accepted the statement as correct. If the Contractor elects to work 10 hours a day and 4 days
33 a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would
34 ordinarily be charged as a working day then the fifth day of that week will be charged as a
35 working day whether or not the Contractor works on that day.

36
37 Revise the sixth paragraph to read:

38
39 The Engineer will give the Contractor written notice of the completion date of the contract
40 after all the Contractor's obligations under the contract have been performed by the
41 Contractor. The following events must occur before the Completion Date can be established:

- 42 1. The physical work on the project must be complete; and
43 2. The Contractor must furnish all documentation required by the contract and required by
44 law, to allow the Contracting Agency to process final acceptance of the contract. The
45 following documents must be received by the Project Engineer prior to establishing a
46 completion date:

- 1 a. Certified Payrolls (Federal-aid Projects)
- 2 b. Material Acceptance Certification Documents
- 3 c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of
- 4 Amounts Credited as DBE Participation, as required by the Contract Provisions.
- 5 d. Final Contract Voucher Certification
- 6 e. Property owner releases per Section 1-07.24

7
8 (August 7, 2006)

9 Section 1-08.6 is supplemented with the following:

10
11 Contract time may be suspended for verification of HMA mix designs or for procurement of
12 critical materials (Procurement Suspension). In order to receive a Procurement Suspension,
13 the Contractor shall within 30 calendar days after execution by the Contracting Agency,
14 submit all HMA mix designs according to section 5-04.3(7)A or place purchase orders for
15 all materials deemed critical by the Contracting Agency for physical completion of the
16 contract. The Contractor shall provide a copy of the completed DOT Form 350-042
17 indicating the date the mix design was submitted, or copies of purchase orders for the
18 critical materials. Such purchase orders shall disclose the purchase order date and estimated
19 delivery dates for such critical material.

20
21 **1-08.7 Maintenance During Suspension**

22 *(October 1, 2005 APWA GSP)*

23
24 Revise the second paragraph to read:

25
26 At no expense to the Contracting Agency, the Contractor shall provide through the
27 construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public
28 use during suspension (as required in Section 1-07.23 or the Special Provisions). This may
29 include a temporary road or detour.

30
31 **1-09.6 Force Account**

32 *(October 1, 2005 APWA GSP)*

33
34 Supplement this Section with the following:

35
36 Owner has estimated and included in the Proposal, dollar amounts for all items to be paid per
37 force account, only to provide a common proposal for Bidders. All such dollar amounts are
38 to become a part of Contractor's total bid. However, Owner does not warrant expressly or by
39 implication that the actual amount of work will correspond with those estimates. Payment
40 will be made on the basis of the amount of work actually authorized by Engineer.

41
42 **1-09.9 Payments**

43 *(October 1, 2005 APWA GSP)*

44
45 Delete the third paragraph and replace it with the following:

1 Progress payments for completed work and material on hand will be based upon progress
2 estimates prepared by the Engineer. A progress estimate cutoff date will be established at the
3 preconstruction meeting.
4

5 The initial progress estimate will be made not later than 30 days after the Contractor
6 commences the work, and successive progress estimates will be made every month thereafter
7 until the Completion Date. Progress estimates made during progress of the work are
8 tentative, and made only for the purpose of determining progress payment. The progress
9 estimates are subject to change at any time prior to the calculation of the Final Payment.
10

11 The value of the progress estimate will be the sum of the following:

- 12 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work
13 completed multiplied by the unit price.
- 14 2. Lump Sum Items in the Bid Form — the estimated percentage complete multiplied by the
15 Bid Forms amount for each Lump Sum Item, or per the schedule of values for that item.
- 16 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or
17 other storage area approved by the Engineer.
- 18 4. Change Orders — entitlement for approved extra cost or completed extra work as
19 determined by the Engineer.
20

21 Progress payments will be made in accordance with the progress estimate less:

- 22 1. Retainage per Section 1-09.9(1);
- 23 2. The amount of Progress Payments previously made; and
- 24 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
25 Contract Documents.
26

27 Progress payments for work performed shall not be evidence of acceptable performance or an
28 admission by the Contracting Agency that any work has been satisfactorily completed.
29

30 Payments will be made by warrants, issued by the Contracting Agency's fiscal officer,
31 against the appropriate fund source for the project. Payments received on account of work
32 performed by a subcontractor are subject to the provisions of RCW 39.04.250.
33

34 **1-09.9(1) Retainage**

35
36 Delete Sub paragraph 2. of paragraph 2. and replace it with the following:

- 37
- 38 2. A Bond in lieu of retainage.
39

40 **1-09.13(3) Claims \$250,000 or Less**

41 *(October 1, 2005 APWA GSP)*
42

43 Delete this Section and replace it with the following:
44

45 The Contractor and the Contracting Agency mutually agree that those claims that total
46 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by

1 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually
2 agree in writing to resolve the claim through binding arbitration.

3
4 **1-09.13(3)A Administration of Arbitration**

5 *(October 1, 2005 APWA GSP)*

6
7 Revise the third paragraph to read:

8
9 The Contracting Agency and the Contractor mutually agree to be bound by the decision of
10 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the
11 Superior Court of the county in which the Contracting Agency's headquarters are located.
12 The decision of the arbitrator and the specific basis for the decision shall be in writing. The
13 arbitrator shall use the contract as a basis for decisions.

14 **1-10 TEMPORARY TRAFFIC CONTROL**

15 **1-10.1(2) Description**

16 *(May 25, 2006 APWA GSP)*

17
18 Revise the third paragraph to read:

19
20 The Contractor shall provide signs and other traffic control devices not otherwise specified as
21 being furnished by the Contracting Agency. The Contractor shall erect and maintain all
22 construction signs, warning signs, detour signs, and other traffic control devices necessary to
23 warn and protect the public at all times from injury or damage as a result of the Contractor's
24 operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall
25 be done on or adjacent to any traveled way until all necessary signs and traffic control
26 devices are in place.

27
28 **Traffic Control Management**

29 *General*

30
31 December 1, 2008)

32 Section 1-10.2(1) is supplemented with the following:

33
34 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
35 the State of Washington. The Traffic Control Supervisor shall be certified by one of the
36 following:

37
38 The Northwest Laborers-Employers Training Trust
39 27055 Ohio Ave.
40 Kingston, WA 98346
41 (360) 297-3035

42
43 Evergreen Safety Council
44 401 Pontius Ave. N.
45 Seattle, WA 98109

1 1-800-521-0778 or
2 (206) 382-4090

3
4 The American Traffic Safety Services Association
5 15 Riverside Parkway, Suite 100
6 Fredericksburg, Virginia 22406-1022
7 Training Dept. Toll Free (877) 642-4637
8 Phone: (540) 368-1701

9 **1-10.4 Measurement**

10
11 This section is deleted.

12
13 **1-10.5 Payment**

14
15 This section is deleted.

16
17
18
19

SPECIAL PROVISIONS

DIVISION 2 – EARTHWORK

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Section 2-01.1 is supplemented with the following:

The work of this section includes the removal of the following:

- Asphalt concrete pavement,
- Cement concrete sidewalk,
- Curb and gutter,
- Storm drain catch basin, and
- Storm drain pipe.

2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

The following materials removed from the project site shall be returned to the City at a place that the Engineer will designate:

- Valve boxes and lids,
- Water valves, casings, and lids,
- Hydrants, and
- Street Signs.

Any material not named in the Special Provisions as City property will belong to the Contractor. The Contractor shall properly dispose of such material offsite in accordance with applicable regulations.

The Contractor shall verify that all effected utilities have been marked, deactivated, or disconnected as appropriate before proceeding with removal or other construction activities.

DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.3 Construction Requirements

This section is supplemented with the following:

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Temporary Asphalt

During the course of construction, it may be necessary to provide improved temporary vehicle and or pedestrian access within the project limits. Such temporary access shall be provided by temporarily patching street or sidewalk openings or other areas with "cold mix" asphalt concrete until such time as the permanent surface restoration is installed. Locations shall include those areas indicated on the Plans and as directed by the Engineer. This material will be furnished, placed, shaped, compacted, maintained (daily) and removed and wastehauled at various locations throughout the project.

5-04.3(12) Joints

This section is supplemented with the following:

Joints between new asphalt and existing asphalt shall be sealed as shown on City Standard Detail ST-8, Typical Utility Trench Asphalt Pavement Repair Section With-in Right of Way.

5-04.5(1) Quality Assurance Price Adjustments

Section 5-04.5(1) is deleted in its entirety and replaced with the following:

There shall be no price adjustments made for any HMA work or other work associated with paving as part of this project.

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

Section 8-01 Erosion Control and Water Pollution Control

Section 8-01.3(2)B Seeding and Fertilizing

(December 4, 2006, January 3, 2006)

This section is supplemented with the following:

Seed mixture of the following composition, proportion, and quality shall be applied at the rates shown below on all areas requiring roadside seeding within the project:

<u>70% Fescue</u>	<u>Pounds Pure Live Seed</u>
<u>30% Perennial Rye Grass</u>	<u>(PLS) Per Acre</u>
*** \$\$1\$\$	6
\$\$	\$\$
\$\$	<u>\$\$</u>

Total Pounds PLS Per Acre

\$\$ ***

Seeds shall be certified "Weed Free," indicating there are no noxious or nuisance weeds in the seed.

Fertilizer shall be a commercially prepared mix of 10-20-20 and shall be applied at the rate of 10 pounds per 1000 square feet.

Section 8-01.3(2) Mulching
(January 3, 2006)

This section is supplemented with the following:

*** \$\$1\$\$ *** mulch shall be applied at a rate of *** \$\$2\$\$ *** pounds per acre.

8-02 Roadside Restoration

8-02.1 Description

This section is supplemented with the following:

All project areas not hard surfaced shall be evenly graded to blend with the new sidewalks, curb ramps and curbs, 2-inches of top soil placed and hydro-seeded as shown in the Plan. Slope ground toward catch basins and storm drains if present.

Section 8-14 Cement Concrete Sidewalks

8-14.3(3)

Delete the 4th, 5th, and 6th paragraphs and replace with the following:

Where shown on the plans, the Contractor shall install a detectable warning surface having the truncated dome shape shown in the plans. The detectable warning surface shall be the width of the curb ramp and cover the bottom 2-feet of the curb ramp or landing as shown on the Plans. The truncated dome pattern shall be parallel to the intended direction of travel.

The detectable warning surface shall be Armor-Tile® cast in place or replaceable cast in place detectable warning surface systems. Installation shall be in accordance with the manufacturer's instructions for the system installed.

8-20 Illumination, Traffic Signal Systems, and Electrical

8-20.3(13)F

LED School Crossing Assembly: Bid Item includes: LED illuminated S1-1 Warning Sign with solar panel and activation system, W16-7P plaque, pedestrian push button, mountings, posts,

wiring, electrical conduit (if necessary), pole base, anchor bolt cage and installation as needed to provide an installed and functional lighted sign system. LED illuminated S1-1 Warning signs shall be produced by Silicon Constellations, Inc., 2980 Scott Blvd, Santa Clara, CA 95054, www.siliconconstellations.com, ph: 408 294-4838.

LED Beacon Advance Warning Sign Assembly: Bid Item includes: LED Beacon, solar panel, S1-1 Warning Sign, W16-9P plaque, sign mountings, wiring, post, pole, pole base. LED Beacons shall be produced by Silicon Constellations, Inc., 2980 Scott Blvd, Santa Clara, CA 95054, www.siliconconstellations.com, ph: 408 294-4838.

In Roadway Warning lights: Bid item includes solar powered LED in roadway warning light mounted in a steel snow plow resistant housing. In Roadway Warning lights shall be produced by Silicon Constellations, Inc., 2980 Scott Blvd, Santa Clara, CA 95054, www.siliconconstellations.com, ph: 408 294-4838.

Equivalent lighting system substitutions will be considered by the Engineer provided that the substitution meets the following requirements:

- The lighted crosswalk warning systems consists of a wireless transmitter unit, a solar cell/battery equipment enclosure, solar-battery powered and wirelessly activated light emitting diode (LED) lighting fixtures with in-roadway base plates, activation mechanisms and related equipment as necessary for a complete operational system. Each individual in-roadway lighting fixture shall be completely self-powered by the solar battery. No external wiring for power or communication shall be required.
- The system shall provide integrated, coordinated operation of the warning light system, advance warning beacons, LED illuminated warning signs and in-roadway lights, at each crossing with pedestrian push button activation.
- The system must be wirelessly accessible with data information retrieval capability.
- System shall include a battery back-up system to maintain uninterrupted operation during cloudy/night periods designed to operate for at least 30 days under normal use.
- The transmitter unit and in-roadway lighting fixtures, beacons and illuminated S1-1 warning signs shall be based on a high-speed embedded micro-controller with radio interface and shall include system operation software with user adjustable parameters accessed wirelessly via a portable computer.
- LED-enhanced signs and flashing beacons shall have a self-contained power system which is solar-powered with an internal battery backup rated for 2.5 amp-hour capacity. External wiring for power or communication shall not be required. When LED-enhanced signs are mounted on the push-button pole, separate or additional enclosures for batteries or other electronics shall not be permitted.
- A pole mounted wireless transmitter unit shall activate the in-roadway lighting fixtures. Transmitter shall be activated by push button, bollard system, pedestrian pressure pad, or infrared sensor and shall control all in-roadway fixtures, pedestrian crossing symbol signs, and/or beacons within 1,000 feet (line of sight) from the transmitter.
- Transmitter shall operate within FCC approved license-free spectrum.
- Transmitter shall not interfere with other installations.
- Batteries used in solar installations shall be sealed, require no maintenance, and be guaranteed for

five years upon completion of installation.

- A fiberglass enclosure shall be provided. The enclosure shall meet or exceed NEMA 4X rating.
- In-roadway lighting fixtures shall be use a self-contained power system; solar-powered with internal battery backup. External wiring for power or communication shall not be required.
- LED flashing beacons shall conform to Chapter 4L of the 2009 M.U.T.C.D.
- In-roadway warning lights shall conform to Chapter 4N of the 2009 M.U.T.C.D.
- The in-roadway fixtures shall be wirelessly configurable to flash in either a bi-directional or uni-directional mode.
- The lights shall be wirelessly configurable for flash frequency, flashing duration and flashing duty cycle.
- The flash rate shall meet or exceed standards established by the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

8-22.2 Crosswalk Markings

Crosswalk markings shall be Stamark™ Pavement Marking Tape Series 270 ES as provided by 3M Company. Markings shall be installed utilizing Stamark™ preparation Adhesive P-50 and in accordance with the Manufacturer's published instructions.

8-30 Crosswalk Improvements

8-30.5 Payment

The lump sum contract price for project schedules A through H shall include all costs for provision, placement, and installation, testing, and adjustment of the following:

- Mobilization.
- Erosion control including an erosion control plan, inspecting, documenting, testing, and notification as required by the DOE and all temporary erosion control as stated herein and as further indicated on the Plan.
- Temporary traffic control and temporary traffic control plan.
- Clearing and grubbing.
- Removal of structures and obstructions.
- Controlled Density Fill (Lean Concrete).
- Crushed Surfacing Base Course.
- HMA.
- Temporary asphalt patch.
- Cement Concrete Traffic Curb & Gutter.
- 6-inch Cement Concrete Pedestrian Curb.
- Cement Concrete Sidewalk.
- Curb Ramp Detectable Warning Surfaces.
- 4-inch Painted Line.
- Crosswalk Lines.
- Storm drain pipe.
- Type1 Catch Basin(s)

- In-Roadway Warning Lights
- LED School Crossing Sign Assembly
- LED Beacon Advance Warning Sign Assembly
- Landscaping

The above items shall be In accordance with the project plans and as detailed in the project manual.

9-28 SIGNING MATERIALS AND FABRICATION

(April 7, 2008)

9-28-14 Sign Support Structures

This section is supplemented with the following:

Manufacturers for Steel Sign Supports

The Standard Plans lists several steel sign support types. These supports are patented devices and many are sole-source. All of the sign support types listed below are acceptable when shown in the plans.

Steel Sign Support Type	Manufacturer
Type TP-A & TP-B	Transpo Industries, Inc.
Type PL, PL-T & PL-U	Northwest Pipe Co.
Type AS	Transpo Industries, Inc.
Type AP	Transpo Industries, Inc.
Type ST 1, ST 2, ST 3, & ST 4	Ultimate Highway Products, Allied Tube & Conduit, Inc., Northwest Pipe, Inc.
Type SB-1, SB-2, & SB-3	Ultimate Highway Products, Xcessories Squared Development and Manufacturing Incorporated, Northwest Pipe, Inc.

PART 4. PREVAILING WAGES

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The ...
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PROPERTY RELEASE FORM

Property Owner's Name and Address

DATE: _____

I, _____
(Property Owner)

owner of _____
(Location /Address of Property)

hereby release _____, from any property
(Contractor)

Damage or personal injury resulting from construction adjacent to my property located at
_____, during construction
(Property address)

of the **SAFE ROUTES TO SCHOOL PROJECT** My signature below is my acknowledgement and acceptance that my property, as identified above, was returned to a satisfactory condition.

Name: _____

Signed: _____

Address: _____

Phone: _____

PART 6. DRAWINGS

PROJ. NO. 2, 1980, 3, 1981

PART 7. SOILS REPORT

REPORT NO. 12345

INTRODUCTION

THE FOLLOWING AMENDMENTS AND SPECIAL PROVISIONS SHALL BE USED IN CONJUNCTION WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION 2010 STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION WHICH IS INCORPORATED BY REFERENCE.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For information purposes, the dates following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

SPECIAL PROVISIONS

CITY OF OAK HARBOR PROJECT ENG-07-02

SAFE ROUTES TO SCHOOL

LEGEND

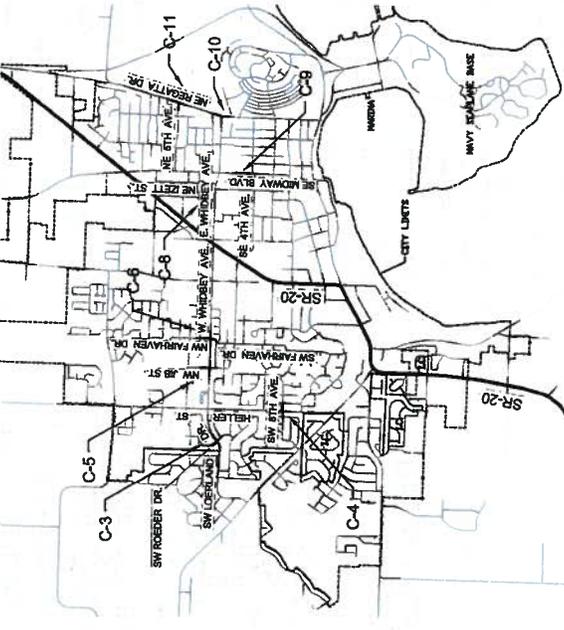
EXISTING

- SITE/LANDSCAPE**
- MANHOLE
 - SEW - TRAFFIC
 - SEW - GENERAL
 - FLAM POLE
 - POST
 - TREE - DECIDUOUS
 - STUMP
 - TREE - CONIFEROUS
 - SOIL BARRIERS
- MISC UTILITIES**
- LANDMARK - PARKING LOT
 - LANDMARK - OTHER
 - UTILITY POLE
 - UTILITY POLE JUNCTION
 - TELEPHONE pedestal
 - JUNCTION BOX
 - METER/SWITCH BOX
 - VAULT
 - UNDERGROUND VAULT
 - pedestal

- SANITARY SEWER**
- CLEAN OUT
 - MANHOLE
 - CATCH BASIN
 - CAULK
 - MANHOLE
- STORM DRAIN**
- CAULK
 - MANHOLE
- SURVEY**
- FOUND IRON PIPE
 - BRICK MARK
 - FOUND IRON
 - PI - HALF/CONTROL LINE
 - SURFACE MONUMENT
 - MONUMENT IN CASE
 - CONCRETE MONUMENT
- WATER**
- BO
 - BLOW OFF
 - CHECK VALVE
 - PIKE INQUIRY
 - DATE/PIEDRAL VALVE
 - WATER BOX
 - FAUCET
 - EXISTING AIR VAC

- ABBREVIATIONS**
- AC - AERATOR CRANK PIPE
 - BAK - EXISTING BALKING
 - CB - CATCH BASIN
 - CM - CORRUGATED METAL PIPE
 - CO - CLEAN OUT
 - CS - CHECK VALVE
 - DA - DUCTILE IRON PIPE
 - DE - DRAINAGE
 - ED - EXISTING
 - EA - SIDE OF ASPHALT
 - EO - SIDE OF GRAVEL
 - EP - FIRE HYDRANT
 - FC - FACE OF CURB
 - FG - POLYURETHANE STRIKE
 - GE - GROUND ELEVATION
 - HE - INVERT ELEVATION
 - IR - IRON PIPE
 - IL - IN RAINWAY LIGHTING
 - MI - MANHOLE
 - OP - OVERHEAD POWER
 - OT - OVERHEAD TELEPHONE
 - PC - PORTLAND CEMENT CONCRETE
 - PL - PROPERTY LINE
 - PP - POWER POLE
 - RA - RAINFALL
 - RE - RETRAINED JOINT DUCTILE IRON PIPE
 - RF - RIGHT-OF-WAY
 - RS - SERVICE CONNECTION
 - SB - SANITARY SEWER LINE
 - STB - STANDARD TP - TELEPHONE pedestal
 - UB - UNDERGROUND GAS
 - UT - UNDERGROUND TELEPHONE
 - UV - UNDERGROUND TELEVISION
 - W - WATERLINE
 - WV - WATER VALVE
 - WV - WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 - WV - WITH

KEY MAP



LIST OF DRAWINGS

DWG.#	SHEET DESCRIPTION
C1.0	TITLE SHEET
C2.0	CONSTRUCTION NOTES
C3.0	W. LODLAND DR. & SW ROSSER DR.
C4.0	SW HELLER ST. & SW 8TH AVE.
C5.0	E. WHORREY AVE. & JIB ST.
C6.0	E. WHORREY AVE. & FURNAVEN DR.
C7.0	DELETED.
C8.0	E. WHORREY AVE. & ZETT ST.
C8.1	E. WHORREY AVE. & ZETT ST. SECTIONS B-B & C-C
C8.2	SE. MOWAY BLVD. BETWEEN E. WHORREY AVE. & SE 4TH AVE.
C8.3	E. WHORREY AVE. & REGATTA DR.
C8.4	NE REGATTA DR. & NE 5TH AVE.
C8.5	DETAILS (PEDESTRIAN WARNING SIGN, PUSH BUTTON, ACTIVATOR AND SOLAR PANEL ASSEMBLY)
C8.6	DETAILS (PEDESTRIAN PUSH BUTTON POST AND FOUNDATION, SHEET 1)
C8.7	DETAILS (PEDESTRIAN PUSH BUTTON POST AND FOUNDATION, SHEET 2)
C8.8	DETAILS (PEDESTRIAN PUSH BUTTON DETAILS)

TOPOGRAPHIC SURVEY NOTES

- HORIZONTAL DATUM IS THE ISLAND COUNTY GPS NETWORK, NAD 83/11
- VERTICAL DATUM IS NAD 83 GEODIC (CONUS) U.S. FEET.
- VERTICAL DATUM IS NAD 83 GEODIC (CONUS) U.S. FEET.
- ALL DATA IS TO BE USED TO MAKE UTILITIES SHOWN ON THIS DRAWING ACCURATE.
- ALL UTILITIES LOCATED WERE CORROBORATED BY CITY OF OAK HARBOR.
- THIS DRAWING DOES NOT PURPORT TO SHOW ALL DIMENSIONS OF RECORD OR OTHERWISE.

CALL BEFORE YOU DIG
1-800-424-5555
SHEET

C1.0

City of
Oak Harbor
865 SE Barrington Dr
Oak Harbor, WA 98277

TITLE SHEET
SAFE ROUTES
TO SCHOOL
PROJECT #ENG-07-02



NO.	DATE	DESCRIPTION	REVISIONS

101

NO.	DATE	DESCRIPTION



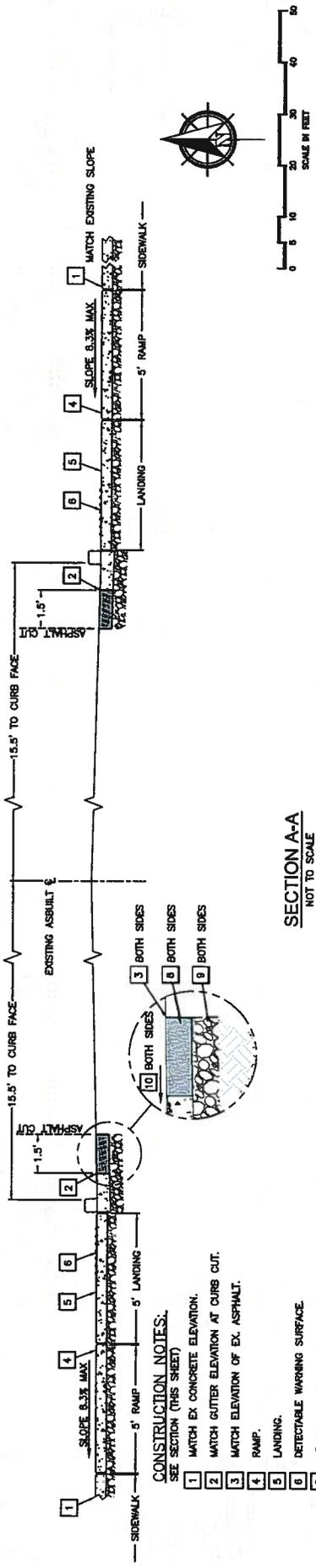
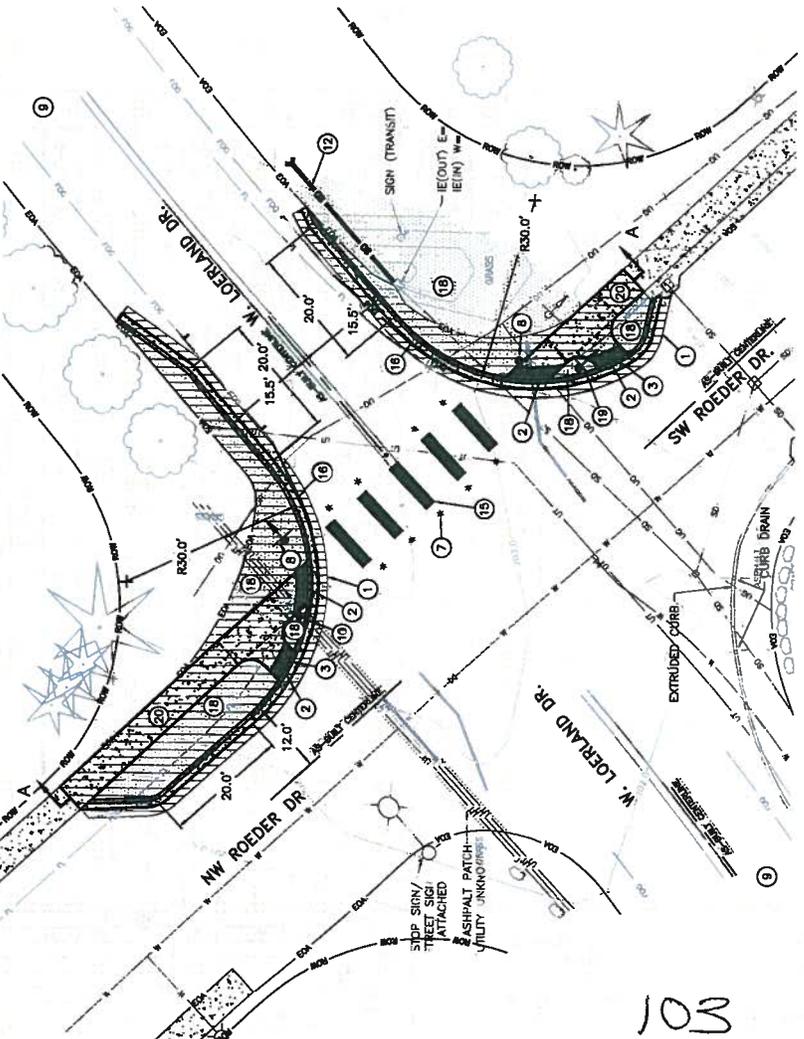
PLAN SHEET
SAFE ROUTES
TO SCHOOL
PROJECT #ENG-07-02

City of
Oak Harbor
865 SE Borthorn Drive
Oak Harbor, WA 98277

City of Oak Harbor logo and project information including sheet number C-3.0 and contact information.

CONSTRUCTION NOTES (SEE PLAN VIEW)

#	REMARKS
1	REMOVE EXISTING ASPHALT AND/OR CONCRETE IN CROSSHATCHED AREA SHOWN.
2	ACCESSIBLE CURB RAMP WITH DETECTABLE WARNING SURFACE AND DEPRESSED CURB SECTION PER STD PLAN F-10.12.01.
3	INSTALL CEMENT CONCRETE TRAFFIC CURB & GUTTER. DEPRESS CURB END TO MATCH EXISTING PAVEMENT 3/4" V.
4	RELOCATE STOP SIGN.
5	5' RAMP (TYPICAL) INSTALL 2 FT OUTSIDE CROSSWALK BOTH SIDES. LOCATE @ CENTERLINE, IN LINE WITH FOG LINE, CENTER OF TRAVEL LANES AS MARKED BY THE OWNER.
6	INSTALL LED PEDESTRIAN WARNING SIGN, PEDESTRIAN PUSH BUTTON, ACTIVATOR AND SOLAR PANELS.
7	INSTALL ADVANCE PEDESTRIAN WARNING SIGN W/ LED BEACON, SOLAR PANEL, 175 FT IN ADVANCE OF THE CROSSWALK, ONE EACH WAY AS STAGED BY THE OWNER.
8	POLE MOUNTED PEDESTRIAN PUSH BUTTON PER DETAILS, SHEETS 13, 14, & 15.
9	12" PVC STORM DRAIN PIPE, CONNECT TO EX. CB. SLOPE 0.5% MIN.
10	CROSSWALK MARKINGS PER STD PLAN M-15.10-01.
11	FOG LINE 1 FT OFF NEW CURB FACE. END FOG LINES @ CROSSWALK.
12	TURF LANDSCAPE AREA.
13	INSTALL LED PEDESTRIAN WARNING SIGN, ACTIVATOR AND SOLAR PANELS.
14	INSTALL FOG SIDEWALK.

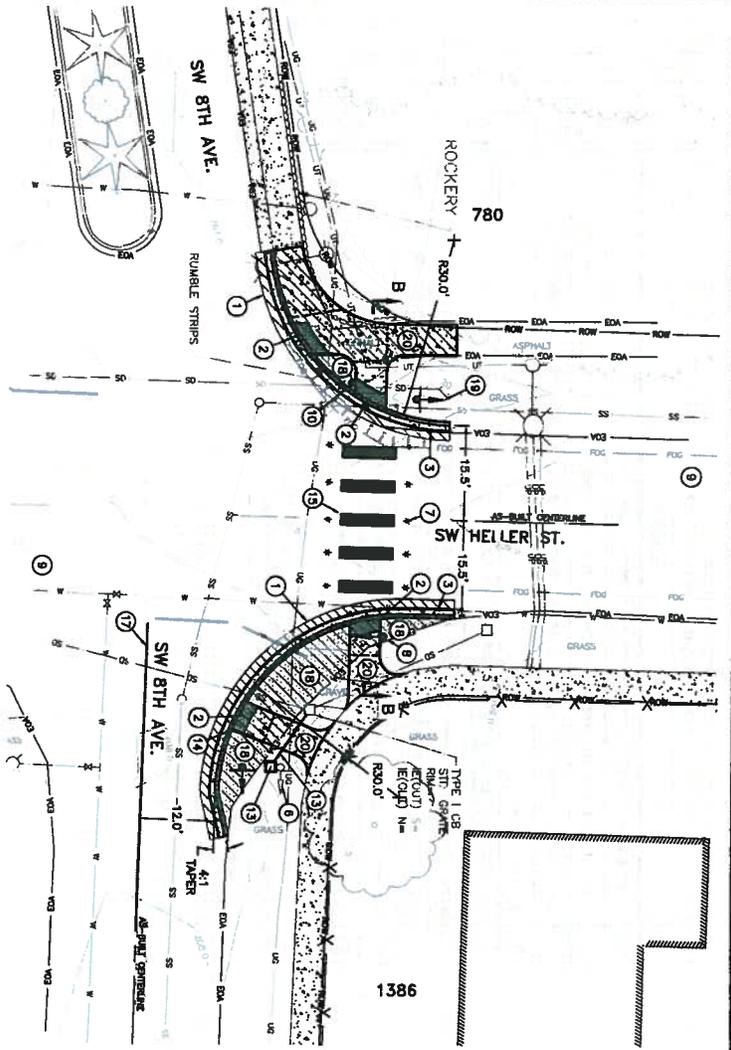


SECTION A-A
NOT TO SCALE

CONSTRUCTION NOTES:

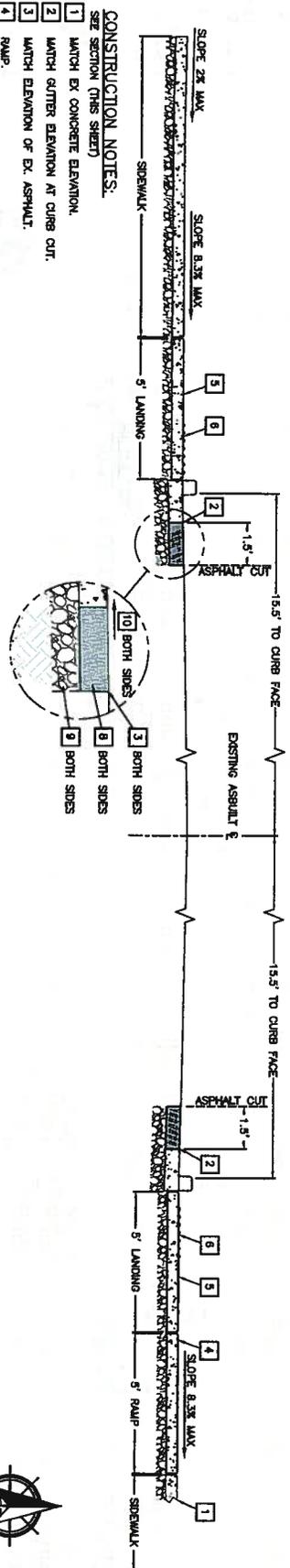
- 1 MATCH EX CONCRETE ELEVATION.
- 2 MATCH GUTTER ELEVATION AT CURB CUT.
- 3 MATCH ELEVATION OF EX ASPHALT.
- 4 RAMP.
- 5 LANDING.
- 6 DETECTABLE WARNING SURFACE.
- 7 6" HMA REPAIR, SLOPE > 1% < 2% TO GUTTER (TYPICAL)
- 8 6" CRUSHED SURFACING BASE COURSE
- 9 SLOPE TO GUTTER, 1% < S < 2% (TYPICAL EXCEPT FOR WHIDBEY-JOB & WHIDBEY-REGANTA)
- 10

CALL BEFORE YOU DIG
1-800-424-5555

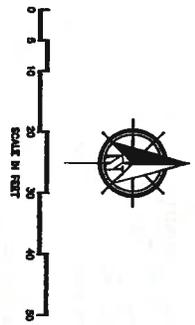


CONSTRUCTION NOTES (SEE PLAN VIEW)

#	REMARKS
1	REMOVE EXISTING ASPHALT AND/OR CONCRETE IN CROSS-HATCHED AREA SHOWN.
2	ACCESSIBLE CURB RAMP WITH DETECTABLE WARNING SURFACE AND DEPRESSED CURB SECTION PER STD PLAN F--10.12.01.
3	INSTALL CURBOUT CONCRETE TRAFFIC CURB & GUTTER. DEPRESS CURB END TO MATCH EXISTING PARALLEL 3/4" IN.
4	BELOONCE STOP SIGN.
5	RAMP (TYPICAL). INSTALL 2 FT OUTSIDE CROSSWALK BOTH SIDES. LOCATE @ CENTERLINE IN LINE WITH FOG LINE. CENTER OF TRAVEL LANES AS MARKED BY THE OWNER.
6	INSTALL LED PEDESTRIAN WARNING SIGN, PEDESTRIAN PUSH BUTTON, ACTIVATOR AND SOLAR PANELS.
7	INSTALL LED PEDESTRIAN WARNING SIGN W/ LED BEACON, SOLAR PANEL 175 FT IN ADVANCE OF THE CROSSWALK. ONE EACH WAY AS STAMPED BY THE OWNER.
8	POLE MOUNTED PEDESTRIAN PUSH BUTTON PER DETAILS, SHEETS 13, 14, & 15.
9	TYPE I OR 8" PVC STORM DRAIN PIPE CONNECT TO EX. OR. SLOPE 1%.
10	GUTTER AND CURB. 1 FT OPENING ADJACENT TO ACCESSIBLE RAMP. SLOPE TO DRAIN RUNOFF INTO LANDSCAPE AREA BEHIND CURB.
11	CROSSWALK MARKINGS PER STD PLAN W--15.10-01.
12	SOLID YELLOW CENTERLINE STRIPES 180 FT.
13	TURF LANDSCAPE AREA.
14	INSTALL LED PEDESTRIAN WARNING SIGN, ACTIVATOR AND SOLAR PANELS.
15	INSTALL POC SIDEWALK.



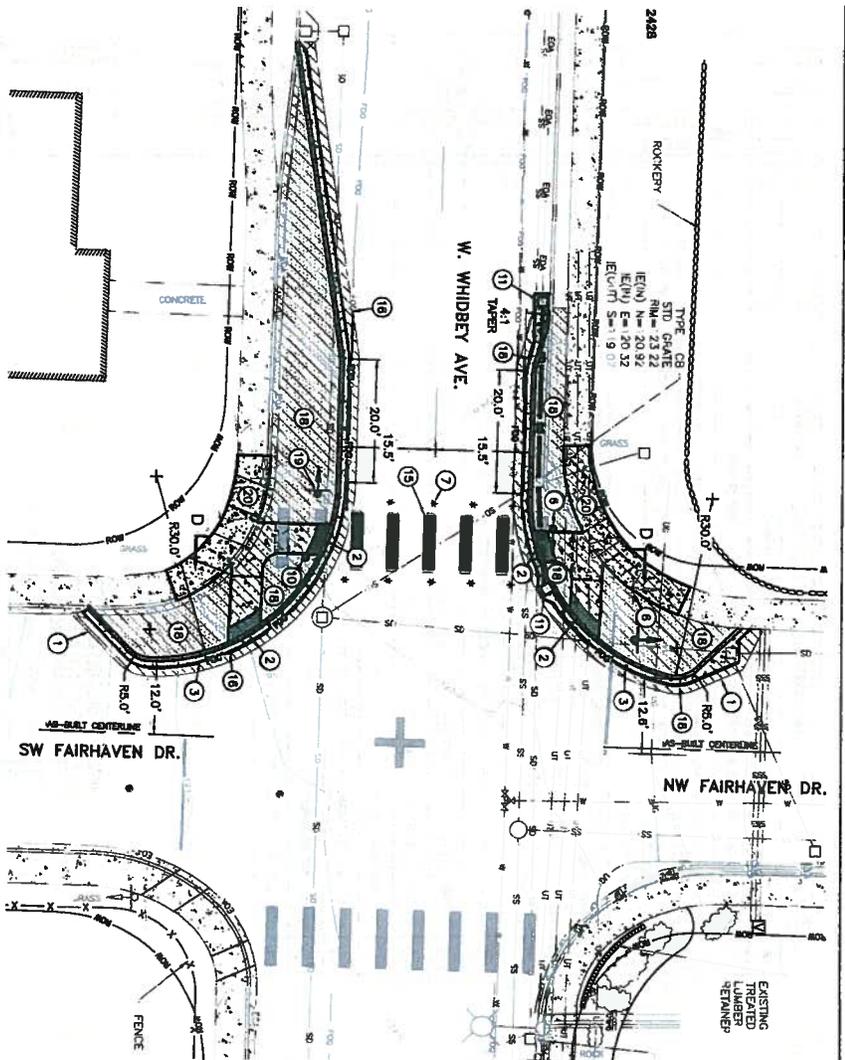
SECTION B-B
NOT TO SCALE



CALL BEFORE YOU DIG
1-800-424-5555

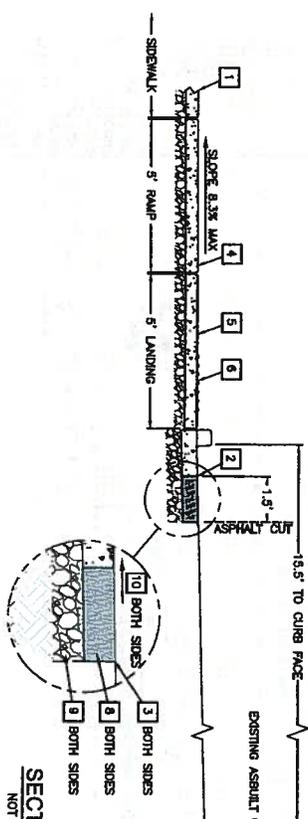
104

<p>City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98277</p>	<p>PLAN SHEET SAFE ROUTES TO SCHOOL PROJECT #ENG-07-02</p>		<table border="1"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS			NO.	DATE	DESCRIPTION						
REVISIONS															
NO.	DATE	DESCRIPTION													

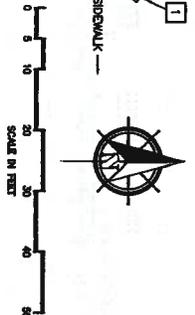


#	REMARKS
1	REMOVE EXISTING ASPHALT AND/OR CONCRETE IN CROSSHATCHED AREA SHOWN.
2	ACCESSIBLE CURB RAMP WITH DETECTABLE WARNING SURFACE AND DEPRESSED CURB SECTION PER STD PLAN F-10.12.01.
3	INSTALL CURBENT CONCRETE TRAFFIC CURB & GUTTER. DEPRESS CURB END TO MATCH EXISTING PARALLEL SH-1V.
4	RELOCATE STOP SIGN.
5	PAV. (TYPICAL). INSTALL 2 FT OUTSIDE CROSSWALK BOTH SIDES. LOCATE @ CENTERLINE, IN LINE WITH FOG LINE CENTER OF TRAVEL LINES AS MARKED BY THE OWNER.
6	INSTALL LED PEDESTRIAN WARNING SIGN, PEDESTRIAN PUSH BUTTON, ACTIVATOR AND SOLAR PANELS.
7	POLE MOUNTED PEDESTRIAN PUSH BUTTON PER DETAILS, SHEETS 13, 14, & 15.
8	TYPE I OR 12" PVC STORM DRAIN PIPE CONNECT TO EX. CR. SLOPE 0.5% MIN.
9	CROSSWALK MARKINGS PER STD PLAN W-15.10-01.
10	POG LINE 1 FT OFF NEW CURB FACE. END POG LINES @ CROSSWALK.
11	TURF LANDSCAPE AREA.
12	INSTALL LED PEDESTRIAN WARNING SIGN, ACTIVATOR AND SOLAR PANELS.
13	INSTALL POC SIDEWALK.

- CONSTRUCTION NOTES:**
 SEE SECTION (THIS SHEET)
 1 MATCH EX CONCRETE ELEVATION.
 2 MATCH GUTTER ELEVATION AT CURB CUT.
 3 MATCH ELEVATION OF EX ASPHALT RAMP.
 4 LANDING.
 5 DETECTABLE WARNING SURFACE.
 6 6" HMA REPAIR, SLOPE > 1% < 2% TO GUTTER (TYPICAL).
 7 6" CRUSHED SURFACING BASE COURSE.
 8 SLOPE TO GUTTER, 1% < S < 2% (TYPICAL EXCEPT FOR WHIDBEY-JOB & WHIDBEY-REAGENT)



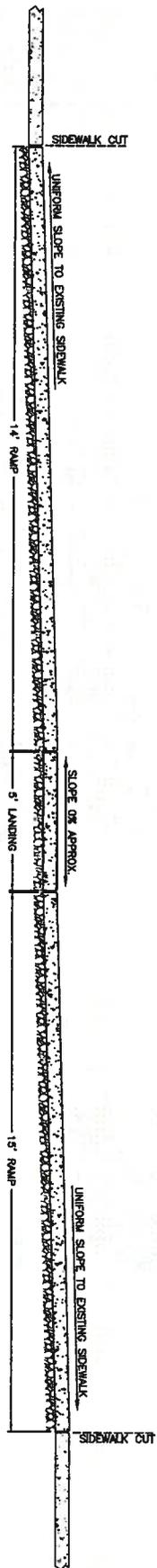
SECTION D-D
NOT TO SCALE



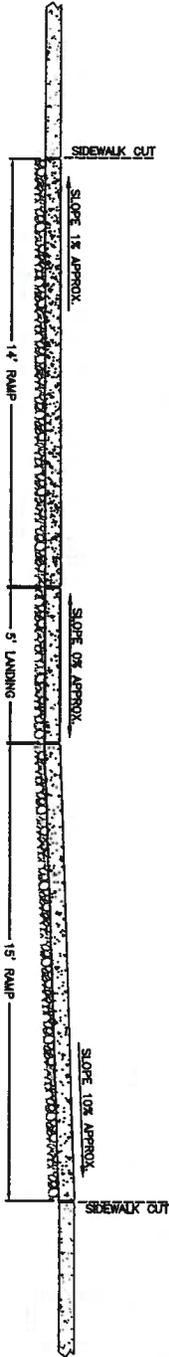
CALL BEFORE YOU DIG
1-800-424-6555

104

<p>City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98277</p>	<p>PLAN SHEET SAFE ROUTES TO SCHOOL PROJECT #ENG-07-02</p>		<p>REVISIONS</p>		
			NO.	DATE	DESCRIPTION
<p>DESIGNED BY: ENG-07-02 DRAWN BY: [blank] CHECKED BY: [blank] DATE: 5-11-11 SCALE: 1"=10' SHEET: C-6.0</p>	<p>7. All items to be installed shall be in accordance with the 2008 International Building Code.</p>				



SECTION B-B
NOT TO SCALE



SECTION C-C
NOT TO SCALE



CALL BEFORE YOU DIG
1-800-424-5555

108

<p>C-8-1</p> <p>DATE: 06-07-02</p> <p>DESIGNED BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>APPROVED BY: [Name]</p> <p>PROJECT NO: 02-00-11</p> <p>SCALE: 1"=10'</p> <p>IF THIS DRAWING IS USED FOR ANY OTHER PROJECT, THE USER ASSUMES ALL LIABILITY.</p>	 <p>City of Oak Harbor</p> <p>865 SE Barrington Drive Oak Harbor, WA 98277</p>	<p>PLAN SHEET SAFE ROUTES TO SCHOOL</p> <p>PROJECT #ENG-07-02</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISIONS			NO.	DATE	DESCRIPTION															
REVISIONS																									
NO.	DATE	DESCRIPTION																							

NO.	DATE	REVISIONS	DESCRIPTION



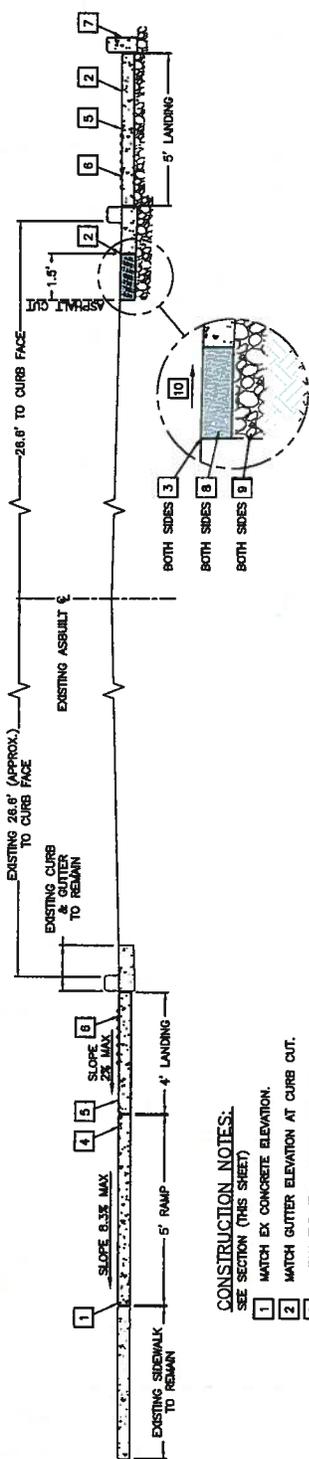
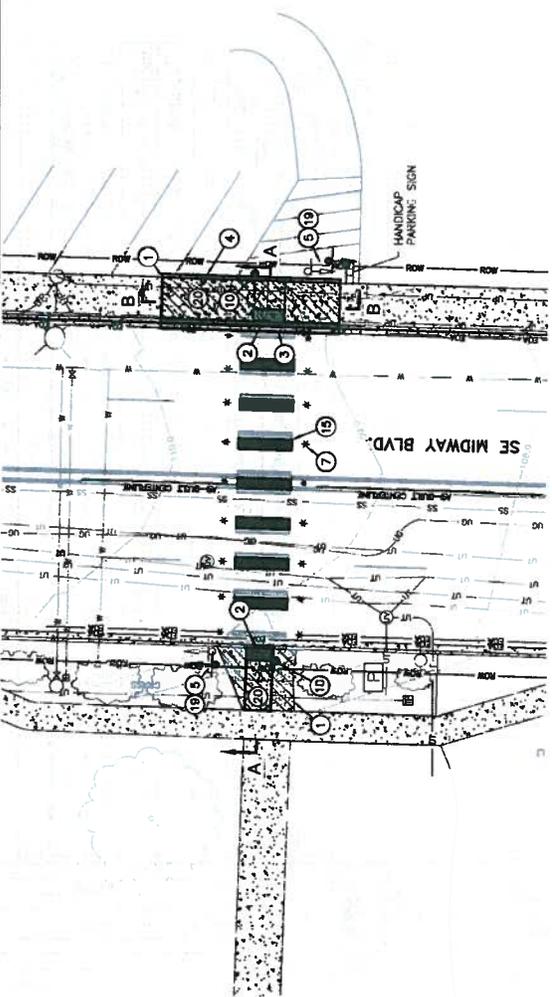
PLAN SHEET
SAFE ROUTES
TO SCHOOL
PROJECT #ENG-07-02

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

Oak Harbor
PROJECT NO. ENG-07-02
DATE: 07-11-11
DRAWN BY: J. PERRELLI
CHECKED BY: J. PERRELLI
SCALE: 1"=10'
1"=10' SCALE
DATE: 07-11-11
BY: J. PERRELLI
NO. 10000
C-9.0

CONSTRUCTION NOTES (SEE PLAN VIEW)

#	REMARKS
1	REMOVE EXISTING ASPHALT AND/OR CONCRETE IN CROSSHATCHED AREA SHOWN.
2	ACCESSIBLE CURB RAMP WITH DETECTABLE WARNING SURFACE AND DEPRESSED CURB SECTION PER STD. PLAN F-10.12.01.
3	INSTALL CEMENT CONCRETE TRAFFIC CURB & GUTTER. DEPRESS CURB END TO MATCH EXISTING PAVEMENT 3R1V.
4	CEMENT CONCRETE PEDESTRIAN CURB PER STD. PLAN F-10.12-01.
5	REMOVE EX. SIGN AND POST. RETURN TO CITY.
7	SRW (TYPICAL). INSTALL 2 FT OUTSIDE CROSSWALK BOTH SIDES. LOCATE Ø: CENTERLINE, IN LINE WITH FOG LINE, CENTER OF TRAVEL LANES AS MARKED BY THE OWNER.
10	POLE MOUNTED PEDESTRIAN PUSH BUTTON PER DETAILS, SHEETS 13, 14, & 15.
15	CROSSWALK MARKINGS PER STD. PLAN M-15.10-01.
19	INSTALL LED PEDESTRIAN WARNING SIGN, ACTIVATOR AND SOLAR PANELS.
20	INSTALL POC SIDEWALK.



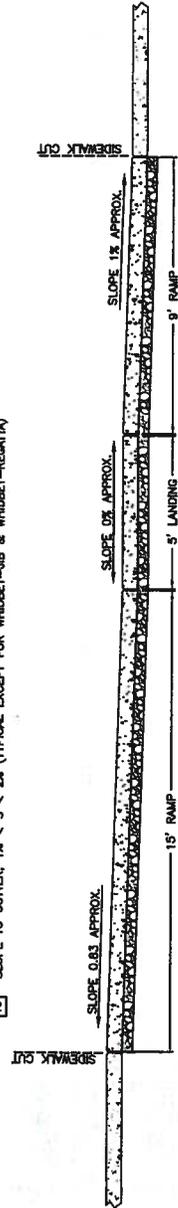
SECTION A-A
NOT TO SCALE

CONSTRUCTION NOTES:
SEE SECTION (THIS SHEET)

- 1 MATCH EX. CONCRETE ELEVATION.
- 2 MATCH GUTTER ELEVATION AT CURB CUT.
- 3 MATCH ELEVATION OF EX. ASPHALT RAMP.
- 4 LANDING.
- 5 DETECTABLE WARNING SURFACE.
- 6 PEDESTRIAN CURB.
- 7 6" HMA REPAIR, SLOPE > 1% < 2% TO GUTTER (TYPICAL)
- 8 6" CRUSHED SURFACING BASE COURSE
- 9 SLOPE TO GUTTER, 1% < S < 2% (TYPICAL EXCEPT FOR WHIDBEY-1B & WHIDBEY-REGATA)
- 10

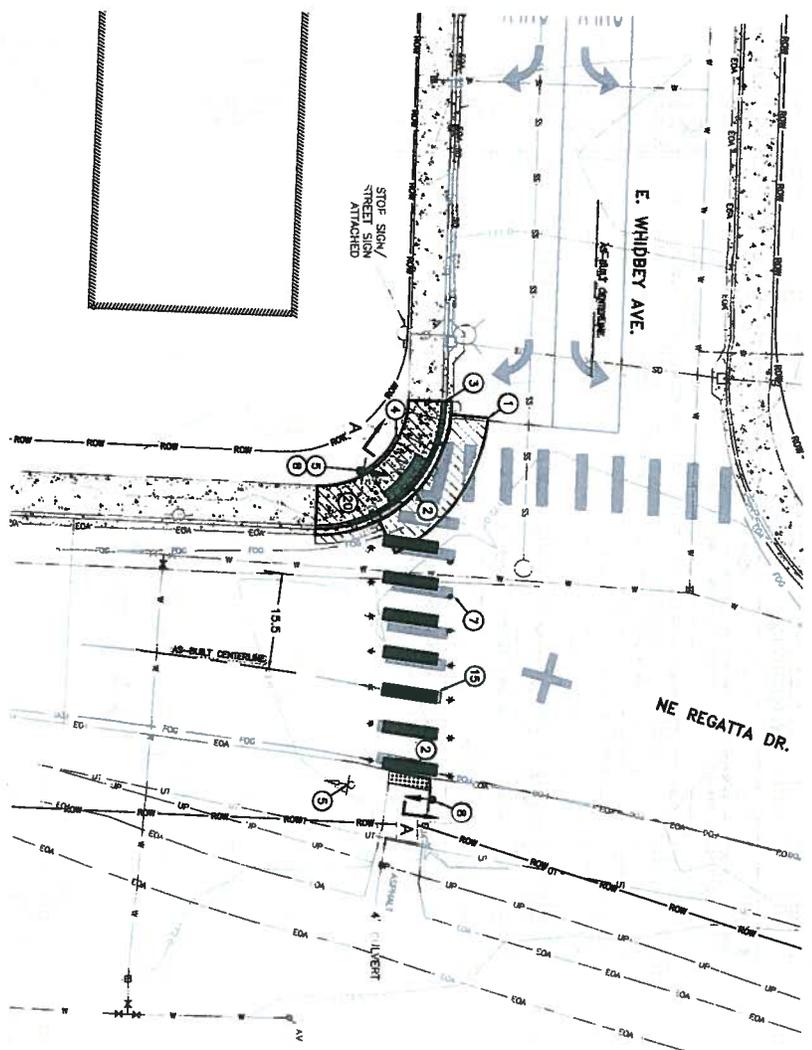


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SECTION B-B
NOT TO SCALE

109

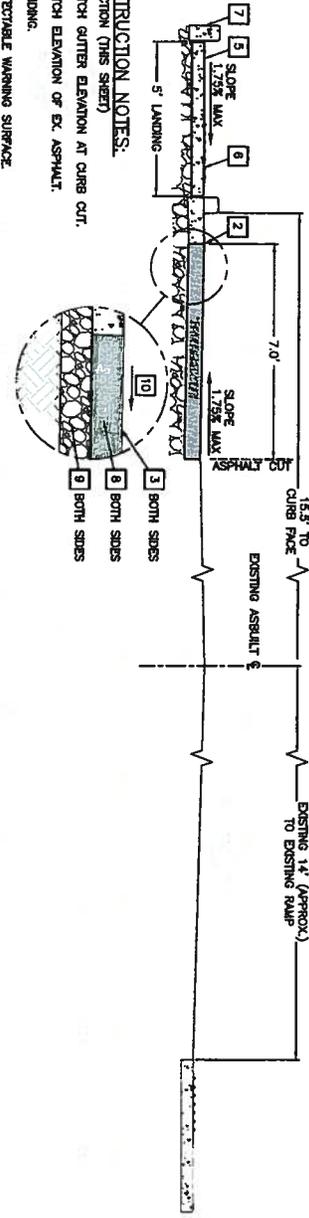


CONSTRUCTION NOTES (SEE PLAN VIEW)

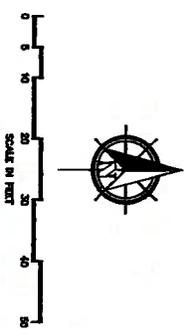
#	REMARKS
1	REMOVE EXISTING ASPHALT AND/OR CONCRETE IN CROSSHATCHED AREA SHOWN.
2	ACCESSIBLE CURB RAMP WITH DETECTABLE WARNING SURFACE AND DEPRESSED CURB SECTION PER STD PLAN F-10.12.01.
3	INSTALL GEBENT CONCRETE TRAFFIC CURB & GUTTER. DEPRESS CURB END TO MATCH EXISTING PAVEMENT SH-11.
4	GEBENT CONCRETE PEDESTRIAN CURB PER STD PLAN F-10.12-01.
5	REMOVE EX. SIGN AND POST.
7	RAMP (TYPICAL) INSTALL 3 FT CURBSIDE CROSSWALK BOTH SIDES. LOCATE @ CENTERLINE IN LINE WITH FOG LINE. CENTER OF TRAVEL LANE AS INDICATED BY THE OWNER.
8	INSTALL LED PEDESTRIAN WARNING SIGN, PEDESTRIAN PUSH BUTTON, ACTIVATOR AND SOLAR PANELS.
13	CROSSWALK MARGINS PER STD PLAN M-15.10-01.
15	INSTALL FOG SIDEWALK.

CONSTRUCTION NOTES:

- 1 SEE SECTION (THIS SHEET)
- 2 MATCH GUTTER ELEVATION AT CURB CUT.
- 3 MATCH ELEVATION OF EX. ASPHALT.
- 5 LANDING.
- 6 DETECTABLE WARNING SURFACE.
- 7 PEDESTRIAN CURB.
- 8 6" HMA REPAIR, SLOPE > 1% < 2% TO GUTTER (TYPICAL)
- 9 6" CRUSHED SURFACING BASE COURSE
- 10 SLOPE TO GUTTER, 1% < S < 2% (TYPICAL EXCEPT FOR WHIDBEY-118 & WHIDBEY-REGATTA)



SECTION A-A
NOT TO SCALE



CALL BEFORE YOU DIG
1-800-424-5555

110

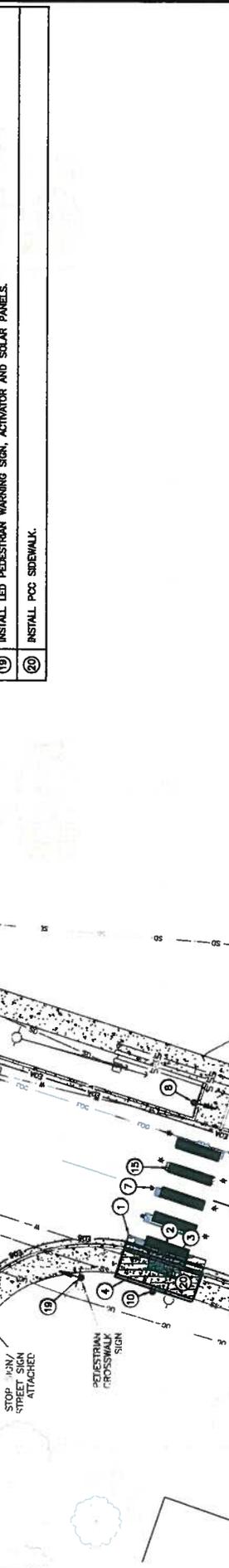
<p>City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98277</p>	<p>PLAN SHEET SAFE ROUTES TO SCHOOL PROJECT #ENG-07-02</p>		<p>REVISIONS</p>		
			NO.	DATE	DESCRIPTION
<p>DATE: 08-07-02 DRAWN BY: J. PEDERSON CHECKED BY: J. PEDERSON SCALE: 1"=10' SHEET: C-10.0</p>					

NO.	DATE	DESCRIPTION

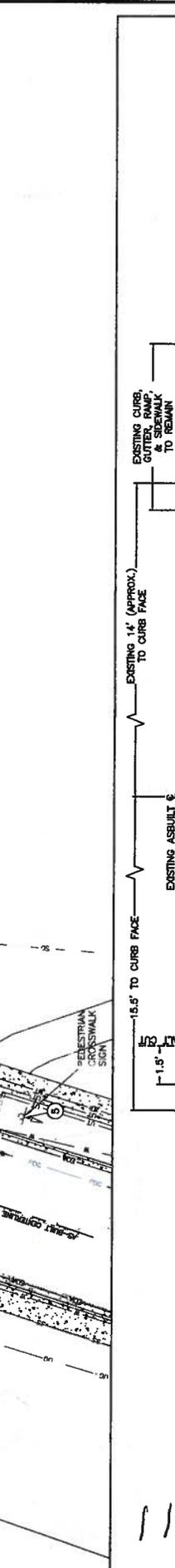
REVISIONS	
NO.	DESCRIPTION

CONSTRUCTION NOTES (SEE PLAN VIEW)	
#	REMARKS
1	REMOVE EXISTING ASPHALT AND/OR CONCRETE IN CROSSMATCHED AREA SHOWN.
2	ACCESSIBLE CURB RAMP WITH DETECTABLE WARNING SURFACE AND DEPRESSED CURB SECTION PER STD PLAN F-10.12.01.
3	INSTALL CEMENT CONCRETE TRAFFIC CURB & GUTTER. DEPRESS CURB END TO MATCH EXISTING PAVEMENT 3R-1V.
4	CEMENT CONCRETE PEDESTRIAN CURB PER STD PLAN F-10.12-01.
5	REMOVE EX. SIGN AND POST.
7	SRW (TYPICAL). INSTALL 2 FT OUTSIDE CROSSWALK BOTH SIDES. LOCATE @ CENTERLINE, IN LINE WITH FOG LINE, CENTER OF TRAVEL LANES AS MARKED BY THE OWNER.
8	INSTALL LED PEDESTRIAN WARNING SIGN, PEDESTRIAN PUSH BUTTON, ACTIVATOR AND SOLAR PANELS.
9	INSTALL ADVANCE PEDESTRIAN WARNING SIGN W/ LED BEACON, SOLAR PANEL 175 FT IN ADVANCE OF THE CROSSWALK, ONE EACH WAY AS STAKED BY THE OWNER.
10	POLE MOUNTED PEDESTRIAN PUSH BUTTON PER DETAILS ON SHEETS 13, 14, & 15.
15	CROSSWALK MARKINGS PER STD PLAN M-15.10-01.
19	INSTALL LED PEDESTRIAN WARNING SIGN, ACTIVATOR AND SOLAR PANELS.
20	INSTALL POC SIDEWALK.

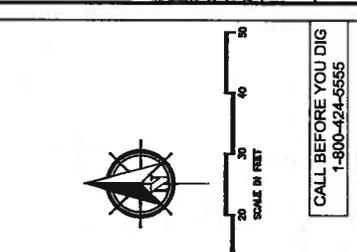
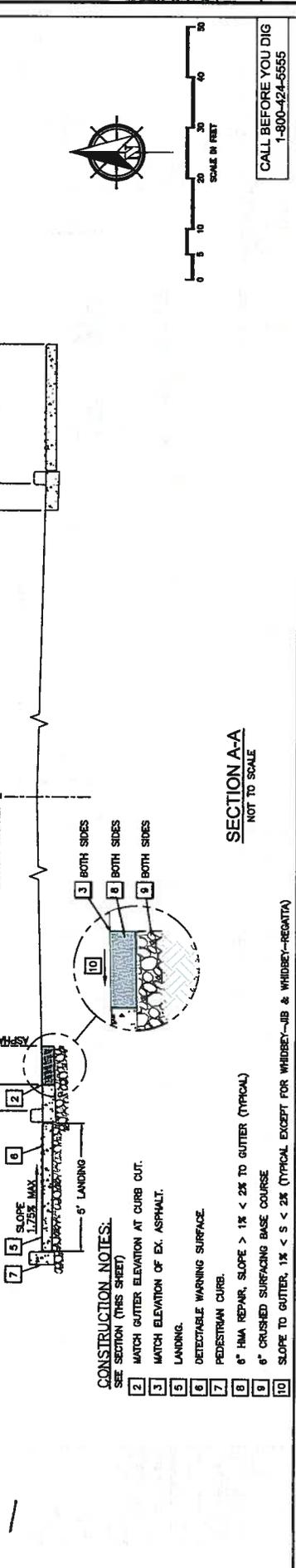
PROJECT #ENG-07-02
SAFE ROUTES TO SCHOOL
PLAN SHEET



City of Oak Harbor
865 SE Bathing Drive
Oak Harbor, WA 98277



City of Oak Harbor
865 SE Bathing Drive
Oak Harbor, WA 98277



CONSTRUCTION NOTES:
SEE SECTION (THIS SHEET)

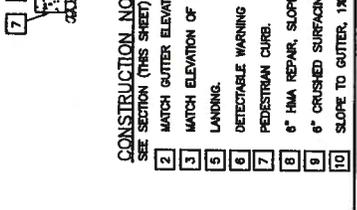
- 1 MATCH GUTTER ELEVATION AT CURB CUT.
- 2 MATCH ELEVATION OF EX. ASPHALT.
- 3 LANDING.
- 4 DETECTABLE WARNING SURFACE.
- 5 PEDESTRIAN CURB.
- 6 HMA REPAIR, SLOPE > 1% < 2% TO GUTTER (TYPICAL).
- 7 6" CRUSHED SURFACING BASE COURSE
- 8 SLOPE TO GUTTER, 1% < S < 2% (TYPICAL EXCEPT FOR WHIDBEY-JIB & WHIDBEY-REGATTA)



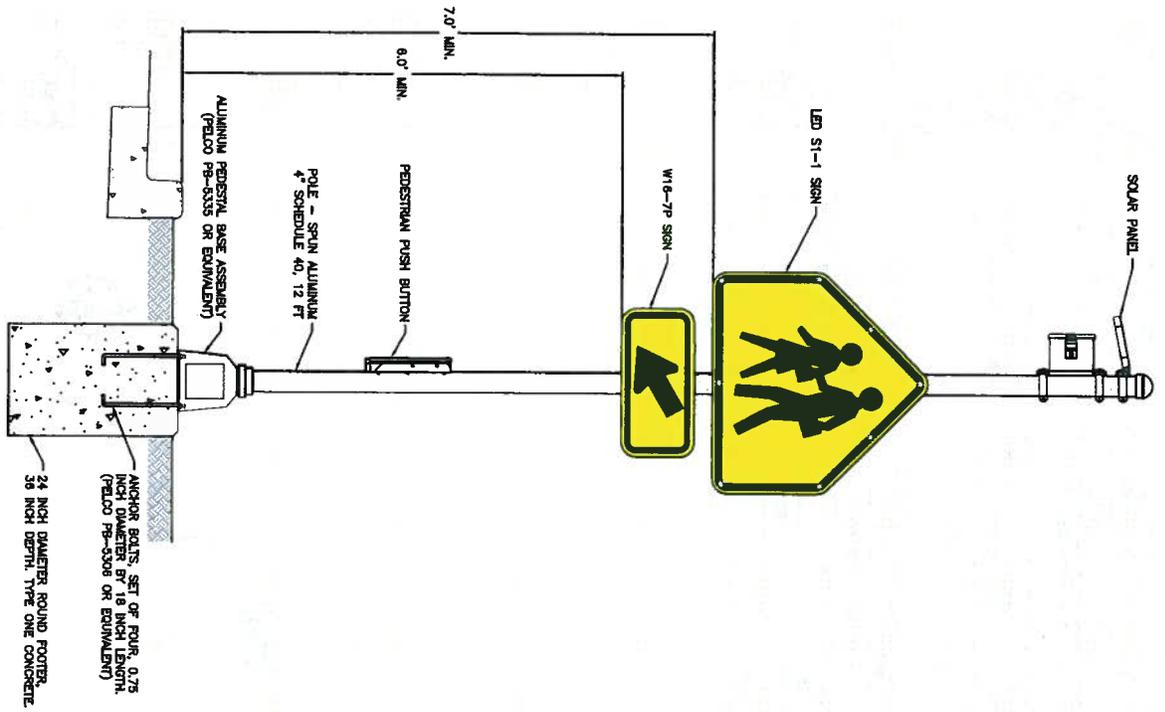
- 3 BOTH SIDES
- 4 BOTH SIDES
- 5 BOTH SIDES
- 6 BOTH SIDES
- 7 BOTH SIDES
- 8 BOTH SIDES
- 9 BOTH SIDES
- 10 BOTH SIDES

CONSTRUCTION NOTES:
SEE SECTION (THIS SHEET)

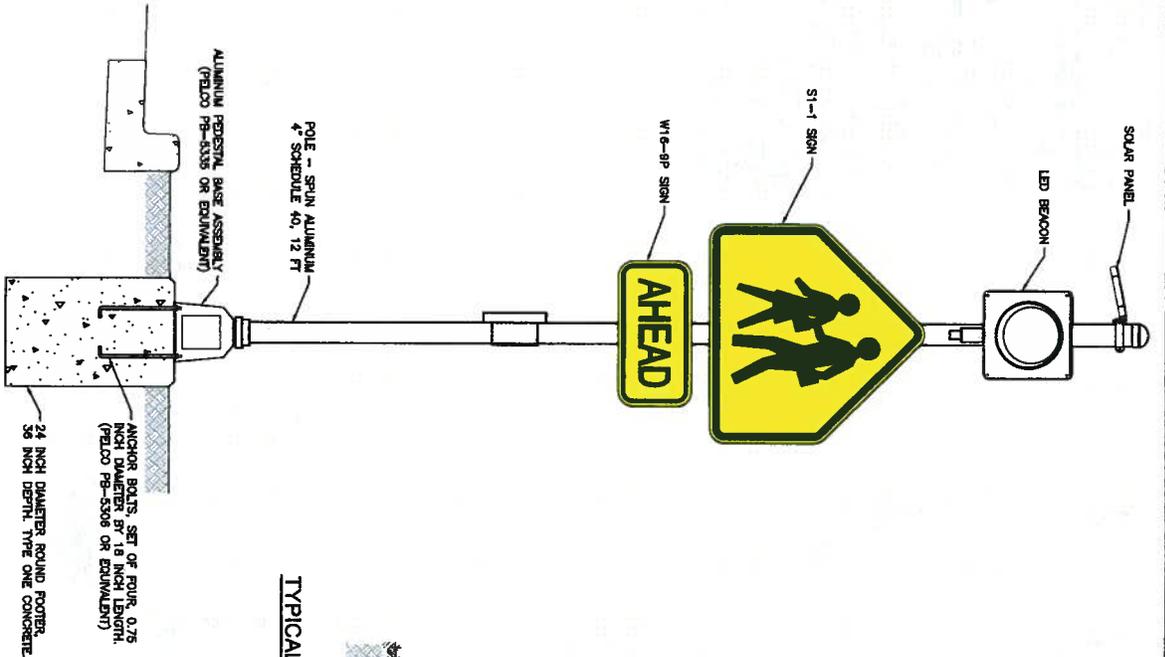
- 1 MATCH GUTTER ELEVATION AT CURB CUT.
- 2 MATCH ELEVATION OF EX. ASPHALT.
- 3 LANDING.
- 4 DETECTABLE WARNING SURFACE.
- 5 PEDESTRIAN CURB.
- 6 HMA REPAIR, SLOPE > 1% < 2% TO GUTTER (TYPICAL).
- 7 6" CRUSHED SURFACING BASE COURSE
- 8 SLOPE TO GUTTER, 1% < S < 2% (TYPICAL EXCEPT FOR WHIDBEY-JIB & WHIDBEY-REGATTA)



- 3 BOTH SIDES
- 4 BOTH SIDES
- 5 BOTH SIDES
- 6 BOTH SIDES
- 7 BOTH SIDES
- 8 BOTH SIDES
- 9 BOTH SIDES
- 10 BOTH SIDES



LED SCHOOL CROSSING ASSEMBLY
NOT TO SCALE



LED BEACON ADVANCE WARNING SIGN ASSEMBLY
NOT TO SCALE

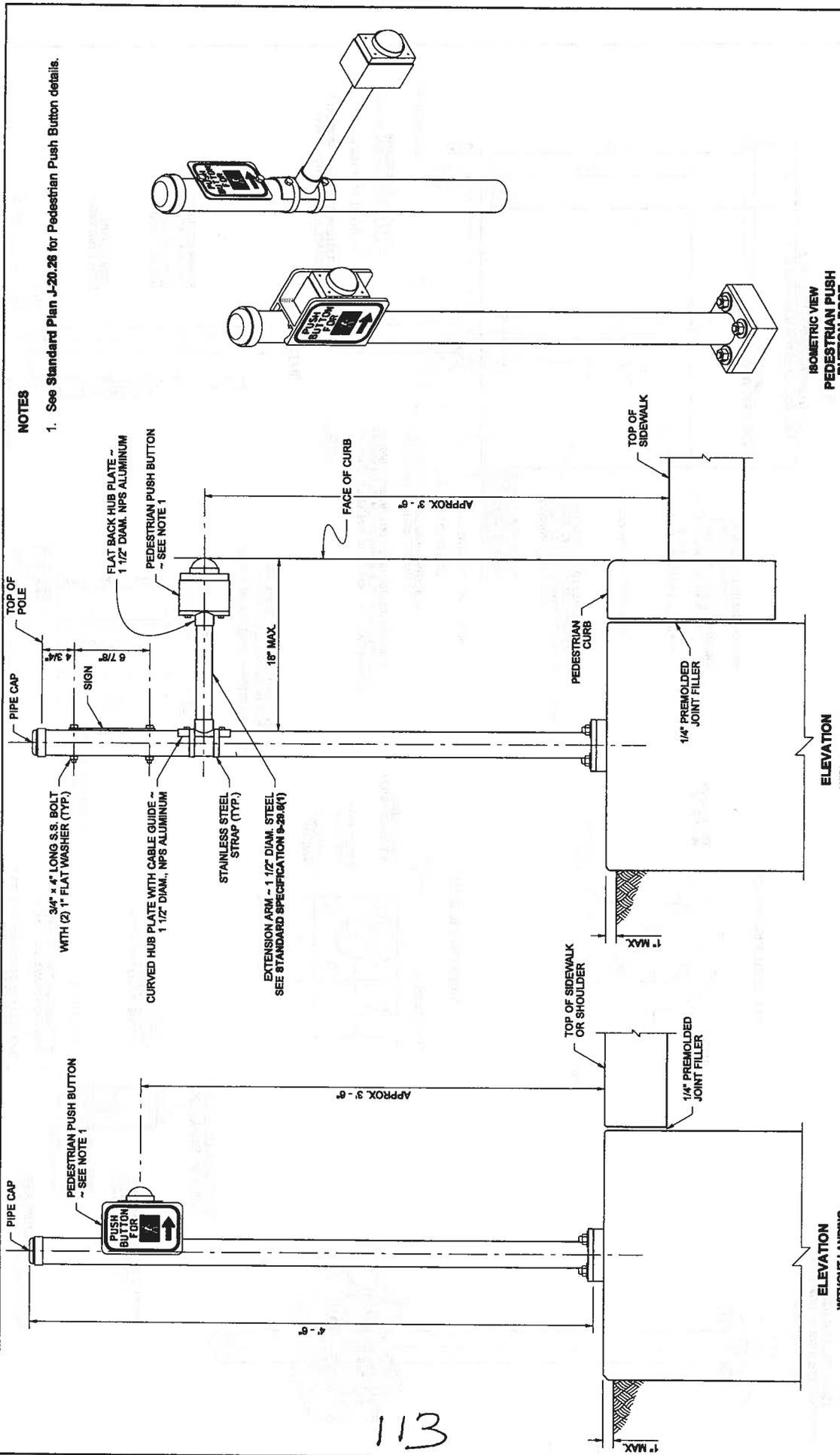


TYPICAL LANDSCAPE SECTION DETAIL
NOT TO SCALE

CALL BEFORE YOU DIG
1-800-424-5555

112

<p>City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98277</p>	<p>DETAILS SAFE ROUTES TO SCHOOL PROJECT #ENG-07-02</p>		<p>REVISIONS</p>	
			<p>NO. DATE DESCRIPTION</p>	
<p>PROJECT NO. ENG-07-02 DATE: FEBRUARY 2017 DRAWN BY: [blank] CHECKED BY: [blank] SCALE: 1"=10' SHEET: C-12.0</p>				



NOTES

1. See Standard Plan J-20.28 for Pedestrian Push Button details.

FILE NAME: S:\Design_R_P\A_5\4-Standard\08-2-Pan_Sheet_Library\08-1lum & Sign\08\15\15-1 Pedestrian Push Button Post\15-1080 TIME: 4:26:02 PM DATE: 10/19/2010 PLOTTED BY: Cyforcl DESIGNED BY: CHECKED BY: PROJ. ENGR. REGIONAL ADM.		CONTRACT NO. LOCATION NO. DATE DATE BY	DATE DATE BY	DATE DATE BY	DATE DATE BY
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION		PROJECT: PEDESTRIAN PUSH BUTTON POST (PPB) AND FOUNDATION			

113

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

Bill No. 4
Date: June 7, 2011
Subject: Public Art Project – SE
Pioneer Way Improvement
Project

FROM: Paul Schmidt, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill requests City Council direction and action on the selection of public art for the SE Pioneer Way Improvement Project.

AUTHORITY

The Council has authority under 35A.11.020 to regulate its internal affairs, to provide for the improvement and beautification of public ways, and to render local, social and cultural services.

SUMMARY STATEMENT

Background

There have been a number of City Council actions taken regarding the SE Pioneer Way Improvement Project. Most recently, the City Council awarded the construction project on February 1, 2011. The project is underway and the construction is progressing as scheduled.

As the Council may recall, the SE Pioneer Way Improvement Project was selected by the University of Washington as a Greenroads™ Pilot Project. A Greenroads™ certified project represents a sustainability performance metric for construction of a road project. If at least a minimum of 1% of the total cost of the SE Pioneer Way Improvement Project is dedicated to a public art component, the project will receive 2 points towards a Greenroads™ certification. As part of the overall Greenroads™ project concept, the City has engaged in a process to incorporate public art along SE Pioneer Way. Four locations have been selected, and included in the project plans, for art along SE Pioneer Way. These locations are at City Beach Street, Dock Street, Ireland Street and Midway Boulevard (for a map of these locations, please see Attachment 1).

Review Process

The Oak Harbor Arts Commission was tasked with the process of soliciting and reviewing art proposals for the project. This process was initiated in November of 2010 with a Request for

Proposals (RFP) that was approved by the City Council on November 16, 2010 (please see Attachment 2 for the agenda bill from that meeting). The RFP requested proposals for four identified locations with the theme of *Water – Above, Below, On and Of* and established a total budget of \$80,000, which was approximately equivalent to 1% of the estimated total project cost. The Art Commission further identified the City Beach Street and the Midway Blvd. locations as prominent entryway sites and therefore proposed allocating a higher dollar amount (up to \$30,000) to these locations so that the artists could design more prominent pieces. The deadline for responses to the RFP was January 14, 2011.

The City received proposals from 16 artists. Most of the artists submitted proposals for more than one site and therefore there were a total of 43 art pieces. A summary of the schedule and the review process for the proposals is shown below:

Date	Actions
January 25	Arts Commission reviewed all the proposals and made an initial cut of projects based on criteria such as <i>Theme, Fit, Budget, Sustainability and Message/Statement.</i>
February 7	Artists that made the first cut presented their proposals to the Arts Commission.
February 14	The Arts Commission met to make the second cut based on the artists' presentations and other additional information.
February 22	The proposals still in the running were displayed at the Pioneer Way Office open house, where public input on the pieces was gathered with the help of an informal ratings matrix.
February 28	The Arts Commission further narrowed the selections down to 11 pieces; this became the final list of proposals to be included in a city-wide survey that was included in the utility billing cycle.
March 21	Surveys were mailed with the utility bills.
April 11	The Arts Commission discussed the locations for the art along Pioneer Way to determine the best fit for the proposed art.
April 18	Deadline for the public input survey.
April 25	The Arts Commission reviewed the survey results and formulated their recommendation to the City Council.
May 9	The Arts Commission discussed changes to their April 25 th recommendation due to two factors: the withdrawal of 2 pieces and changes to estimated prices. The Arts Commission formulated a new recommendation to the City Council; one that included an unspecified work from an artist (Ms. Gerber) who had previously submitted a piece for consideration.
May 16	The Arts Commission met with Ms. Gerber and recommended to the City Council a piece known as 'Ducklings' be included in the project.

Public Input Survey

The Arts Commission determined that a survey would be the most effective way to engage the public for input on the selection of art for the project. A survey was included in the March utility bill that was mailed to residents and property owners. The survey was also made available online through the City's website and a blog that was created for this project. The City received 243 online responses and 399 paper responses (utility bills) for a total of 642. A copy of the survey is

included as Attachment 3, while the results of the survey are included as Attachment 4.

The overall ranking of the art pieces based on the survey is listed below. The table below also includes costs for each piece as estimated by the artist for the original proposed artwork. Some of the artists have also provided an alternate estimate based on slight variations to the original design in order to provide the City options to consider for budget reasons.

Art Piece	Cost estimates (without sales tax)	Production time
1. Mermaid	\$30,100 (as proposed), or \$22,500 for a modified design for SR 20 site	150-180 days
2. In His Element	\$20,000 (estimate on original) or \$10,000 for a less intricate design	90-120 days
3. Sea Life	\$30,000 (estimate on original) or \$22,500 (for a slightly varied design)	
4. Salmon Window	\$30,000 (estimate on original)	120 – 180 days
5. Moon Waves	\$28,500 (estimate on original)	90 days
6. Fish Out of Water	\$30,000 (for 3), \$15,000 (for 1 large)	30-60 days
7. Water Sculpture	\$1000 per feet (Currently \$21,000 for 3 columns at 9,7 & 5 feet tall)	60-90 days
8. Rain Column	\$10,000 (based on initial proposal)	
9. Vortex	Has been withdrawn by the artist	-
10. Clouds II	Has been withdrawn by the artist	-
11. Spouting Fish	\$10,000 (latest estimate)	90 days

ARTS COMMISSION RECOMMENDATION

The Arts Commission met on April 25, May 9 and May 16, 2011 to review the survey results and formulated a recommendation to the City Council. Over the course of these three meetings, the Arts Commission considered a number of different factors and a number of different pieces of art before formulating their final recommendation to the City Council. Deliberations during the April 25th meeting were confined to those art pieces previously submitted and reviewed during the public process. The May 9th and May 16th meetings considered the addition of a new piece from an artist who had previously submitted a piece for consideration. Two of the art pieces in their final recommendation (Water Sculpture and Moon Waves) were included in each stage of their recommendation. The Arts Commission final recommendation is reflected in the table below:

Location	Proposed Art Piece	Highlighted Reasons
City Beach Street (SE Corner)	Water Sculpture - \$1000 per feet (Currently \$21,000 for 3 columns at 9,7 & 5 feet tall)	Eye catching with the multiple pieces
Dock Street (NW Corner)	Sea Life - \$22,500 (for a slightly varied design)	The varied design includes seating around it and will provide a plaza type environment
Ireland Street (South)	Ducklings - \$30,000	Scale and fit
Midway Blvd (NW Corner)	Moon Waves - \$28,500	Scale and prominence, auto oriented

The Arts Commission also recommended that the City Council consider awarding art for only the Dock Street (Sea Life -\$22,500) and the Ireland Street (Ducklings-\$30,000) locations if funding for the project is restricted to only the Art Acquisition and Maintenance Fund (approx. \$57,191 available).

ART SPECIFIC FUNDING

The street project budget identified \$80,000 as the intended allocation for public art. This figure was based on approximately one percent (1%) of the overall project budget as originally estimated and the amount necessary to earn the cultural outreach points for the Greenroads™ certification. With the actual construction contract amount less than the engineer’s estimate, this dollar amount (\$80,000) will meet and exceed the 1% threshold. The Council may amend this figure at its discretion so long as at least 1% of the total project cost is allocated towards public art.

REET funds were originally identified as a funding source for the art project along Pioneer Way. After consultation with the State Auditor it was determined that public art was not an eligible expense for this funding source. In light of this information staff has developed another funding approach for the City Council’s consideration. This approach utilizes funds from the Arts Acquisition and Maintenance Fund and from the Waterfront Redevelopment Fund. An analysis of art funding sources is shown in Attachment 6. In order to fund the project staff has matched these specific funding sources to specific art pieces.

The Arts Acquisition and Maintenance Fund (Fund 115) accounts for revenues and expenditures related to purchase and preservation of art within the City. The source of funds is a portion of the City’s Utility Tax. The amount of allocations is set by the City Council through the adoption of the budget and is currently set at 0.25% of the gross revenue of the utilities. The acquisition of public art for the placement within the SE Pioneer Way Improvement Project is consistent with the intent of the Arts Acquisition and Maintenance Fund. It is recommended that these funds be used to acquire two of the art pieces recommended by the Arts Commission: Moon Waves and Water Sculpture.

The Windjammer Plan identified street art as a part of the Pioneer Way project. As such, funds from the Waterfront Redevelopment Fund (the official name of the Windjammer fund) could be used to acquire public art. Monies for this fund are a combination of General Fund and 2% Hotel/Motel tax funds. Only general fund monies are proposed to be spent on the recommended art piece. In recognition of the public survey results, staff recommends the City Council consider including the Mermaid as part of the public art project and fund its acquisition with a portion of the Waterfront Redevelopment Fund.

STAFF RECOMMENDATION BASED ON FUNDING

Staff has formulated a recommendation for the City Council’s consideration based on the recommendation of the Arts Commission, the results of the public survey and available funding amounts and sources. This recommendation combines two pieces as recommended by the Arts Commission (Moon Waves and Water Sculpture) and the highest rated piece from the public survey (the Mermaid). The recommendation is shown below:

Art	Cost (excluding taxes)	Recommend by	Location	Funding Source
Mermaid	\$30,100	Peoples Choice	Dock Street	Waterfront Redevelopment Fund
Moon Waves	\$28,500	Arts Commission	Midway Blvd	Arts Acquisition and Maintenance Fund
Water Sculpture	\$21,00	Arts Commission	City Beach Street	Arts Acquisition and Maintenance Fund

Total cost = \$79,600 (excluding sales tax) or \$86,526 (including sales tax).

The Arts Commission has recommended that the City Council include the Ducklings (at a cost of \$32,610, including sales tax) as part of the street art. Since this piece was proposed after the public input process (in the form of the open house and survey) had concluded, staff does not recommend the City Council select this piece at this time. If the Council is interested in including this piece as part of the overall project, staff recommends the City Council direct the Arts Commission to provide public comment opportunity on this piece and provide the results of that process to the Mayor prior to the awarding of any contract. This direction would allow the City Council the opportunity to indicate their interest in the art, but to be sure the public has an opportunity to offer comment. Maps depicting the staff recommendation plus the Arts Commission recommendation of the Ducklings are shown in Attachment 5.

Funding for the Ducklings is not available at the present time in the Arts Acquisition and Maintenance Fund. Should the City Council ultimately approve the acquisition of this artwork, a funding source will need to be identified. Staff is aware of at least two possible funding approaches. The first is to allow funds to accrue in the Arts Acquisition and Maintenance Fund until sufficient funds are available to acquire the piece. The second is to explore the possibility of a short-term interfund loan and repay that loan using Arts Fund monies.

Finally, staff recommends that each art piece be treated as its own separate project and propose

that a separate contract be executed for each piece. This approach will allow for working with different artists, for incorporating different completion and installation dates for the art, etc. An example of the intended contract is included with this agenda bill as Attachment 7.

CITY COUNCIL REVIEW AND DECISION

The City Council is asked to take a number of actions at this meeting. The first is to authorize the expenditure of funds for the acquisition and installation of public art as part of the SE Pioneer Way Improvements Project. The next is to review the input from the public involvement process and the recommendation of the Oak Harbor Arts Commission and staff and determine which art pieces should be selected. Staff has made a recommendation to assist the Council with their decision. The Council is asked to authorize the Mayor to negotiate contracts with the artists for each of the selected pieces. Finally, should the City Council wish to ultimately include the 'Ducklings' as part of the selected art, staff recommends they direct the Arts Commission to provide public comment opportunities and report the results of that process to the Mayor.

RECOMMENDED ACTION

1. A motion to approve the expenditure of funds from the Arts Acquisition and Maintenance Fund (0.25% Utility Tax Program) and Waterfront Redevelopment Fund (Windjammer) for the purpose of acquiring art for the SE Pioneer Way Improvement Project and to assist in achieving a Greenroads™ certification for the project.
2. A motion approving the acquisition of public art pieces known as Mermaid, Moon Waves and Water Sculpture, with a not to exceed total of \$79,600.00, plus any applicable taxes.
3. Authorize the Mayor to enter into contracts with the appropriate artists for the acquisition of the selected art pieces as noted above.
4. A motion directing the Arts Commission to provide public comment opportunity on the Ducklings art piece and provide the results of that process to the Mayor.

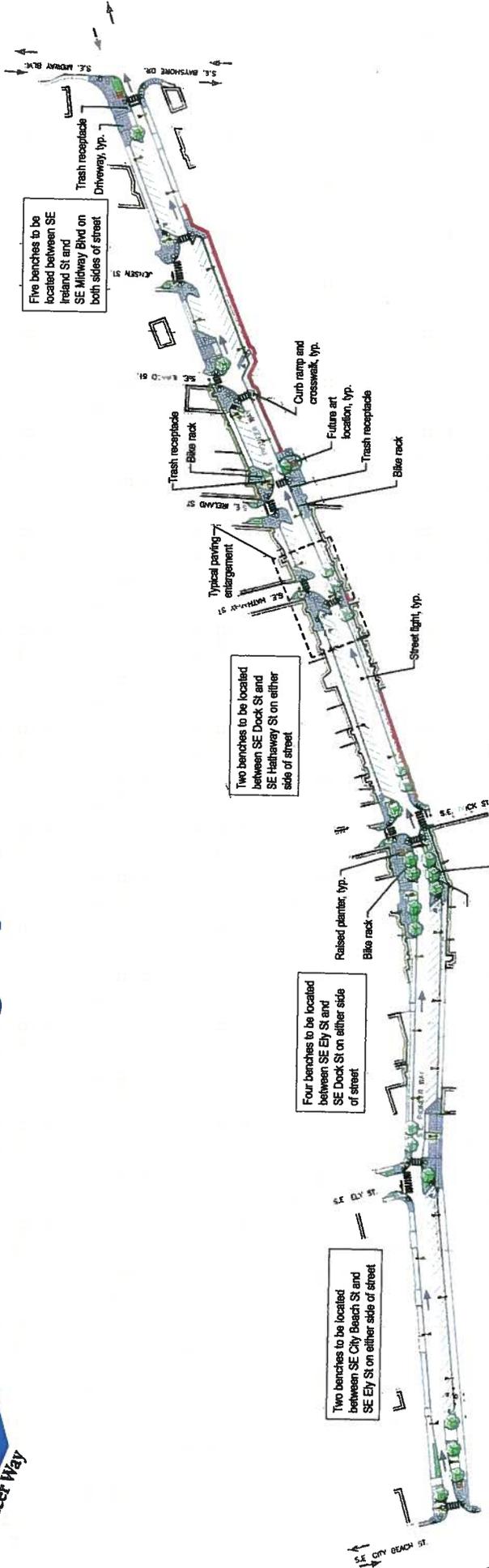
ATTACHMENTS

1. Map of Pioneer Way design concept with proposed art locations
2. City Council agenda bill from 11/16/10 (authorizing call to artists)
3. Survey
4. Survey results
5. Maps depicting the Arts Commission's recommendation of proposed art at each location
6. Analysis of Art Funds
7. Sample contract

MAYOR'S COMMENTS



Current design plan



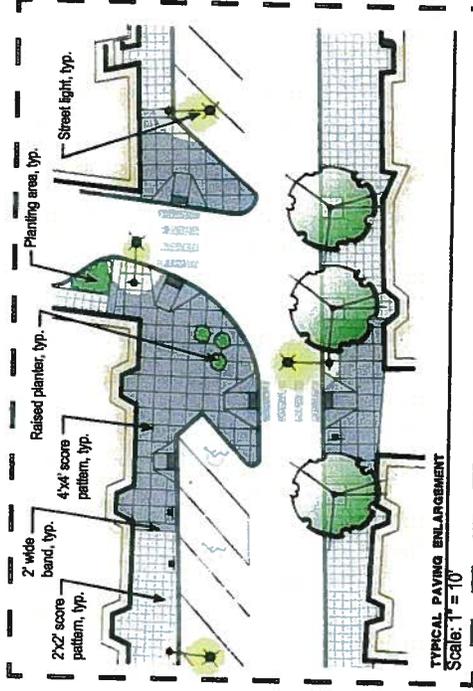
LEGEND

- Street Tree
- Standard Sidewalk
- Accent Sidewalk
- Landscape Area
- Street Light
- Crosswalk
- Driveway
- Existing Building
- Future Art Location
- Raised Planter
- Metal Railing

Total Parking Stalls: 123
Total ADA Parking Stalls: 8



SCALE
0' 40' 80'
FEET



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

Bill No. _____
 Date: November 16, 2010
 Subject: Authorization for Call to Artists
 for the SE Pioneer Way
 Improvement Project

FROM: Paul Schmidt, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

_____ Jim Slowik, Mayor
 _____ Doug Merriman, Finance Director
 _____ Margery Hite, City Attorney, as to form

PURPOSE

This agenda bill seeks authorization to advertise the Call for Public Art Proposal for the SE Pioneer Way Improvement Project.

AUTHORITY

The City has authority under RCW 35A.11.020 to regulate its internal affairs, to provide for the improvement and beautification of public ways, and to render local social and cultural services.

SUMMARY STATEMENT

The SE Pioneer Way Improvement Project is a streetscape and revitalization project that will make significant updates to Oak Harbor's historic downtown district. The street project is a key component for the City's Windjammer Plan to connect the public, merchants and tourists to the Oak Harbor Waterfront and enhance the community through sustainable projects. The project includes replacement of aging infrastructure, street and sidewalk improvements and corridor beautification and aesthetic enhancements.

As you might recall, the SE Pioneer Way Improvement Project was selected by the University of Washington as a **Greenroads™** Pilot Project, which will enable the City to receive direct assistance to construct a qualifying project (see Exhibit A). A **Greenroads™** certified project represents a sustainability performance metric for construction of a road project (see Exhibit B). If at least a minimum of 1% of the total cost of the SE Pioneer Way Improvement Project is dedicated to a public art component, the Project will receive 2 points towards a **Greenroads™** certification (see Exhibit C).

Included in the project design are four separate locations for the placement of art: 1) Pioneer Way & Midway Boulevard; 2) Pioneer Way & City Beach; 3) Pioneer Way & S.E. Dock; and 4) Pioneer Way and S. E. Ireland. The Oak Harbor Arts Commission discussed this project on five

different occasions and has chosen *Water – Above, Below, On & Of* as their recommendation to the City Council for the project's theme. With regard to style, the Arts Commissioners discussed the natural water-front beauty of the project area and what "water" means to the City of Oak Harbor. The Commissioners would like to see a variety of pieces, possibly interactive, and long-lasting art made out of materials such as natural stone, bronze and concrete. The Arts Commission recommends that the art shall be easy to maintain and vandal resistant. The Arts Commission also recommends that kinetic art and noise-producing art not be used for this project due to the location.

As a means to seek commissioned art, the Arts Commission has prepared a draft "Call for Public Art Proposals" to publish with the Mayor's and City Council consent (see Exhibit D).

STANDING COMMITTEE REPORT

This item was discussed at the November 9, 2010 Governmental Services Standing Committee meeting.

RECOMMENDED ACTION

A motion authorizing the Mayor to proceed with the advertisement of the Call for Public Art Proposals for the SE Pioneer Way Improvement Project.

ATTACHMENTS

Exhibit A

Exhibit B

Exhibit C

Exhibit D

MAYOR'S COMMENTS

PIONEER WAY ARTS PROJECT

The scope of the Pioneer Way Improvement Project in downtown Oak Harbor includes locations for artwork to be placed along the street to provide cultural significance and aesthetic value to the community. Four locations within the project have been chosen for placement of art pieces. The proposed locations for the art are at the intersections of Pioneer Way and City Beach Street, Dock Street, Ireland Street, and Midway Blvd. This survey will be taken into consideration as the Arts Commission and the City Council select the art pieces. Please complete this survey and drop it off at City Hall **before April 18, 2011 by 5pm** or you can mail it to City of Oak Harbor, Attn. Pioneer Way Arts – Karen Crouch, 865 SE Barrington Drive, Oak Harbor, WA 98277. The survey can also be completed online. A link to the online survey will be on the City's website www.oakharbor.org, the Pioneer Way Arts Blog www.cohpioneerwayart.blogspot.com and on the Pioneer Way Street Improvement blog at www.pioneerway.blogspot.com.

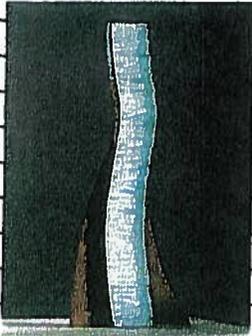
(The order of the proposed art pieces are random and do not follow any particular rankings)

1. PLEASE RATE THE FOLLOWING ART PROJECTS PROPOSED FOR OAK HARBOR'S DOWNTOWN AS PART OF THE PIONEER WAY REDEVELOPMENT PROJECT											
		Love it 10	9	8	7	6	5	4	3	2	No Thanks 1
	<p><i>Materials: Glass and corten steel.</i> <i>Size: Possibly grouping 3 pieces 8ft, 6ft and 4ft</i> <i>Features: Stacked plate glass provides a reflective water-like effect.</i></p>	<input type="radio"/>									
Falkenhayn – water sculpture											
	<p><i>Materials: Recycled Glass and steel</i> <i>Size: 4ft, 5ft and 2.5ft</i> <i>Features: Brightly colored eye-catching 2" thick fused glass.</i></p>	<input type="radio"/>									
McJunkin – Fish out of water											
	<p><i>Material: Basalt</i> <i>Size: 3ft wide, 9ft tall</i> <i>Features: Sea life will be dark with smooth finish and background grey finish. The sculpture will darken when rain falls on it.</i></p>	<input type="radio"/>									
Freeland Arts Studio – Sea Life											
	<p><i>Materials: Bronze and steel</i> <i>Size : approximately 8ft tall and wide</i> <i>Features: Salmon in bronze and window in steel.</i></p>	<input type="radio"/>									
Gerber – Salmon Window											
	<p><i>Materials: Copper, Steel, Basalt</i> <i>Size : Seal's head at 6-8ft and life size</i> <i>Features: Seal made with strong wire frame covered with copper plating. Kelp leaves will be powder coated for natural color.</i></p>	<input type="radio"/>									
Hunt – In his element											

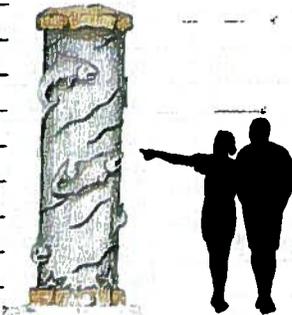
1. PLEASE RATE THE FOLLOWING ART PROJECTS PROPOSED FOR OAK HARBOR'S DOWNTOWN AS PART OF THE PIONEER WAY REDEVELOPMENT PROJECT											
		Love it 10	9	8	7	6	5	4	3	2	No Thanks 1
	<p>Lindsay – Clouds</p> <p><i>Materials: Acrylic column, steel ship mooring buoy for base size: 4ft diameter base, 8ft tall</i></p> <p><i>Features: A column of water mist in the cylinder that constantly interacts with the wind and billows from the top.</i></p>	<input type="radio"/>									
	<p>Pettelle – Moon Waves</p> <p><i>Material: Steel size: 10ft</i></p> <p><i>Features: The steel will have a textured finish that will reduce harsh reflections.</i></p>	<input type="radio"/>									
	<p>Pettelle – Spouting Fish</p> <p><i>Material: Steel Size: 7ft</i></p> <p><i>Features: Steel will have a textured finish to reduce reflections. The flat surface can also function as an outdoor table top.</i></p>	<input type="radio"/>									
	<p>Lindsay – Vortex</p> <p><i>Material: Acrylic column, steel ship mooring buoy for base size: 5ft diameter base, 10ft tall</i></p> <p><i>Features: A spinning column of water that continually ascends and descends the cylinder from 1ft to 7ft.</i></p>	<input type="radio"/>									
	<p>Marcell – Mermaid</p> <p><i>Materials: Bronze and stone life size</i></p> <p><i>Features: Rock will have room for people to sit next to the mermaid.</i></p>	<input type="radio"/>									
	<p>Freeland Arts Studio – Rain Column</p> <p><i>Material: Basalt Size: 6 - 8ft</i></p> <p><i>Features: The grooves on the column are polished and will stand out against the background when dry and blend-in when wet from rain.</i></p>	<input type="radio"/>									

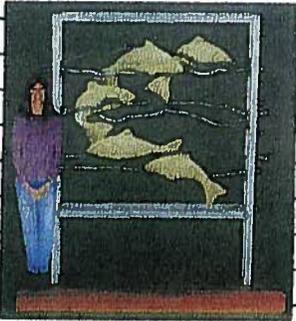
Thank you for your input

Pioneer Way Arts Project
 Survey Results
 Counts and Percentages for each piece

		Count	Pct
Falkenhayn - Water Sculpture		Love it (10)	57 8.88%
	9	28 4.36%	
	8	56 8.72%	
	7	36 5.61%	
	6	42 6.54%	
	5	36 5.61%	
	4	34 5.30%	
	3	27 4.21%	
	2	24 3.74%	
	No Thanks (1)	258 40.19%	
	<i>Total</i>	598 93.15%	
<i>Missing</i>	44 6.85%		

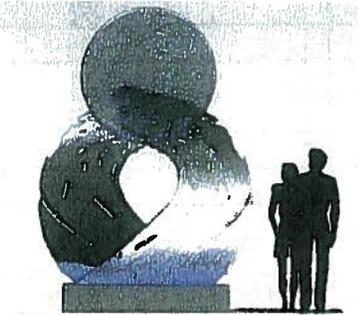
		Count	Pct
McJunkin - Fish Out of Water		Love it (10)	57 8.88%
	9	28 4.36%	
	8	56 8.72%	
	7	36 5.61%	
	6	42 6.54%	
	5	36 5.61%	
	4	34 5.30%	
	3	27 4.21%	
	2	24 3.74%	
	No Thanks (1)	258 40.19%	
	<i>Total</i>	598 93.15%	
<i>Missing</i>	44 6.85%		

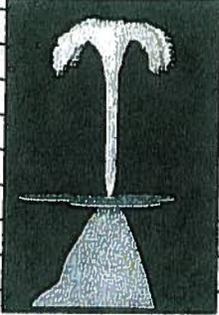
		Count	Pct
Freeland Arts Studio - Sea Life		Love it (10)	110 17.13%
	9	83 12.93%	
	8	78 12.15%	
	7	59 9.19%	
	6	33 5.14%	
	5	37 5.76%	
	4	34 5.30%	
	3	22 3.43%	
	2	26 4.05%	
	No Thanks (1)	131 20.40%	
	<i>Total</i>	613 95.48%	
<i>Missing</i>	29 4.52%		

Gerber - Salmon Window		Count	Pct
	Love it (10)	94	14.64%
	9	74	11.53%
	8	74	11.53%
	7	46	7.17%
	6	52	8.10%
	5	41	6.39%
	4	39	6.07%
	3	29	4.52%
	2	20	3.12%
	No Thanks (1)	139	21.65%
	Total	608	94.70%
Missing	34	5.30%	

Hunt - In His Element		Count	Pct
	Love it (10)	176	27.41%
	9	81	12.62%
	8	57	8.88%
	7	39	6.07%
	6	33	5.14%
	5	31	4.83%
	4	31	4.83%
	3	21	3.27%
	2	16	2.49%
	No Thanks (1)	134	20.87%
	Total	619	96.42%
Missing	23	3.58%	

Lindsay - Cloud II		Count	Pct
	Love it (10)	32	4.98%
	9	28	4.36%
	8	30	4.67%
	7	40	6.23%
	6	30	4.67%
	5	32	4.98%
	4	36	5.61%
	3	28	4.36%
	2	22	3.43%
	No Thanks (1)	319	49.69%
	Total	597	92.99%
Missing	45	7.01%	

		Count	Pct
Pettelle - Moon Waves	Love it (10)	78	12.15%
	9	48	7.48%
	8	44	6.85%
	7	50	7.79%
	6	42	6.54%
	5	42	6.54%
	4	38	5.92%
	3	26	4.05%
	2	18	2.80%
	No Thanks (1)	222	34.58%
	Total	608	94.70%
Missing	34	5.30%	

		Count	Pct
Pettelle - Spouting Fish	Love it (10)	38	5.92%
	9	20	3.12%
	8	34	5.30%
	7	26	4.05%
	6	39	6.07%
	5	48	7.48%
	4	37	5.76%
	3	35	5.45%
	2	39	6.07%
	No Thanks (1)	282	43.93%
	Total	598	93.15%
Missing	44	6.85%	

		Count	Pct
Lindsay - Vortex	Love it (10)	51	7.94%
	9	36	5.61%
	8	39	6.07%
	7	33	5.14%
	6	28	4.36%
	5	31	4.83%
	4	26	4.05%
	3	29	4.52%
	2	22	3.43%
	No Thanks (1)	300	46.73%
	Total	595	92.68%
Missing	47	7.32%	

		Count	Pct
Marcell - Mermaid			
	Love it (10)	289	45.02%
	9	57	8.88%
	8	36	5.61%
	7	31	4.83%
	6	25	3.89%
	5	26	4.05%
	4	14	2.18%
	3	19	2.96%
	2	12	1.87%
	No Thanks (1)	118	18.38%
	Total	627	97.66%
Missing	15	2.34%	

		Count	Pct
Freeland Arts Studio - Rain Column			
	Love it (10)	42	6.54%
	9	36	5.61%
	8	47	7.32%
	7	50	7.79%
	6	35	5.45%
	5	52	8.10%
	4	39	6.07%
	3	31	4.83%
	2	27	4.21%
	No Thanks (1)	240	37.38%
	Total	599	93.30%
Missing	43	6.70%	

Pioneer Way Arts Project

General Stats

- Online surveys – 243
- Paper surveys – 399
- Total - 642

- Oak Harbor population – 22,075¹
- Statistically valid sample size – 378²

1 – 2010 Census

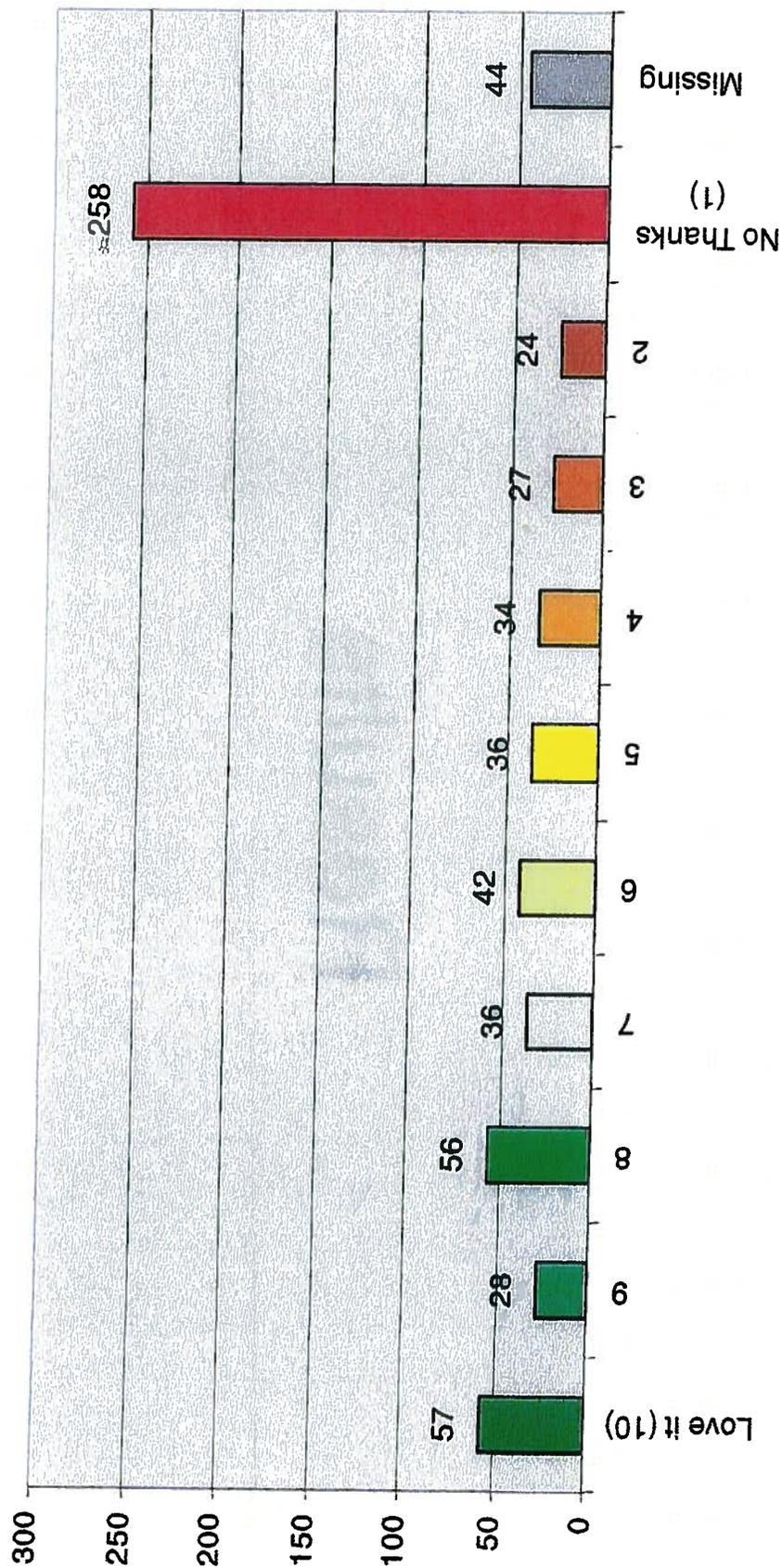
2 - <http://www.surveysystem.com/sscalc.htm#factors>

Results



Falkenhayn - Water Sculpture

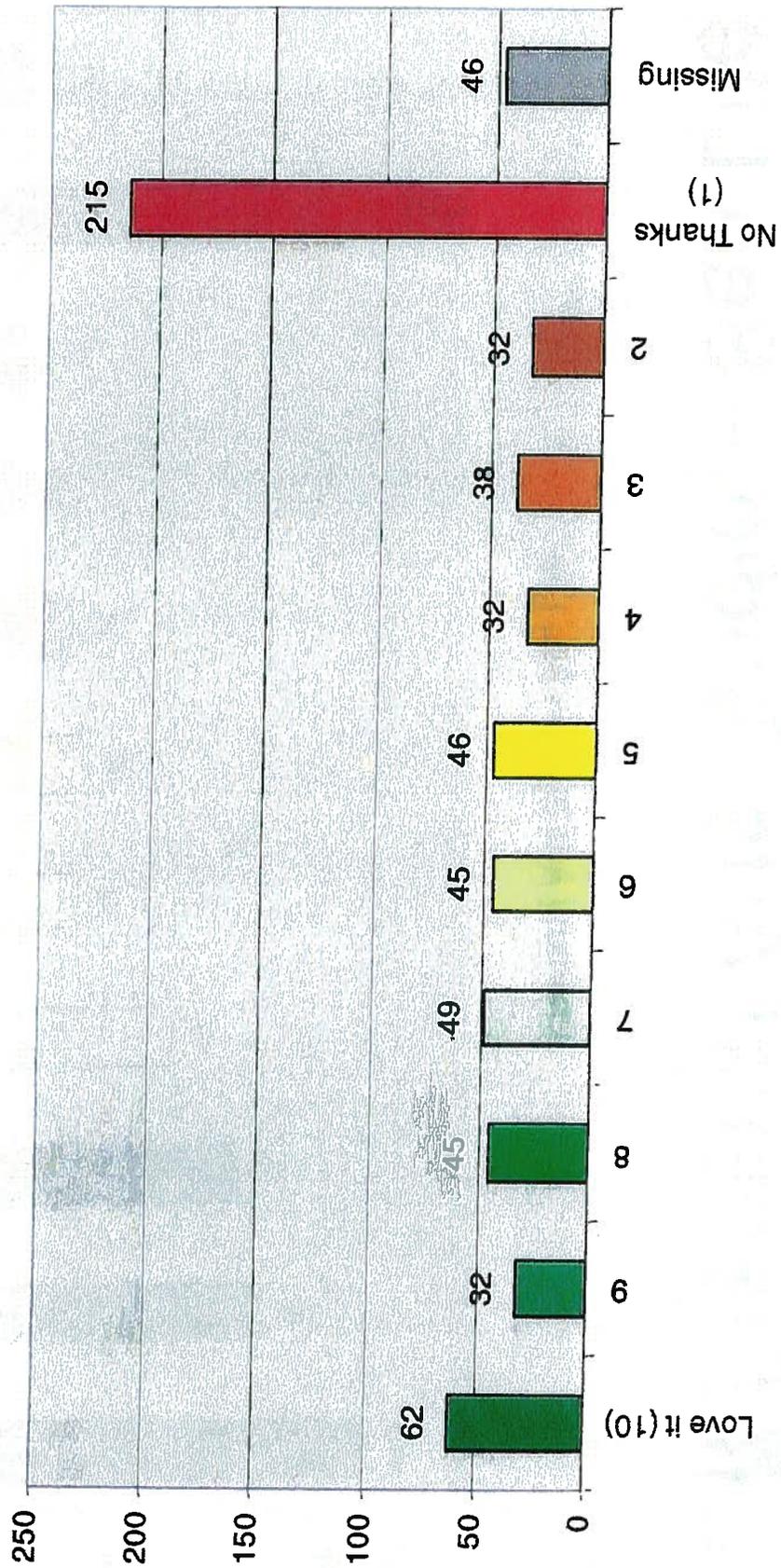
Falkenhayn - Water Sculpture





McJunkin - Fish out of water

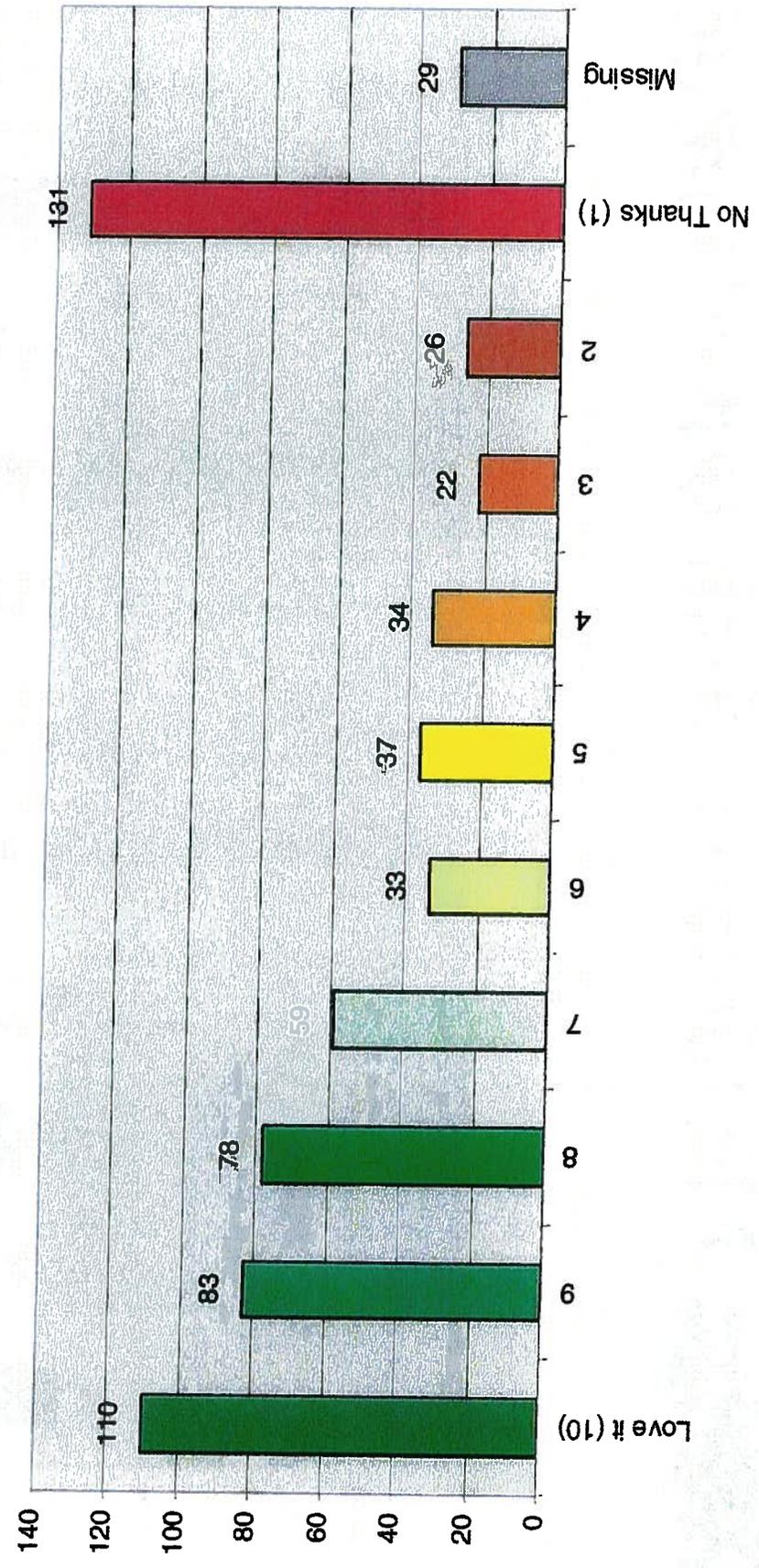
McJunkin - Fish out of Water



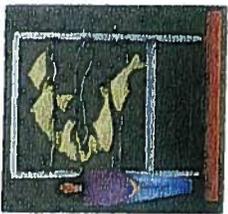


Freeland Arts Studio – Sea Life

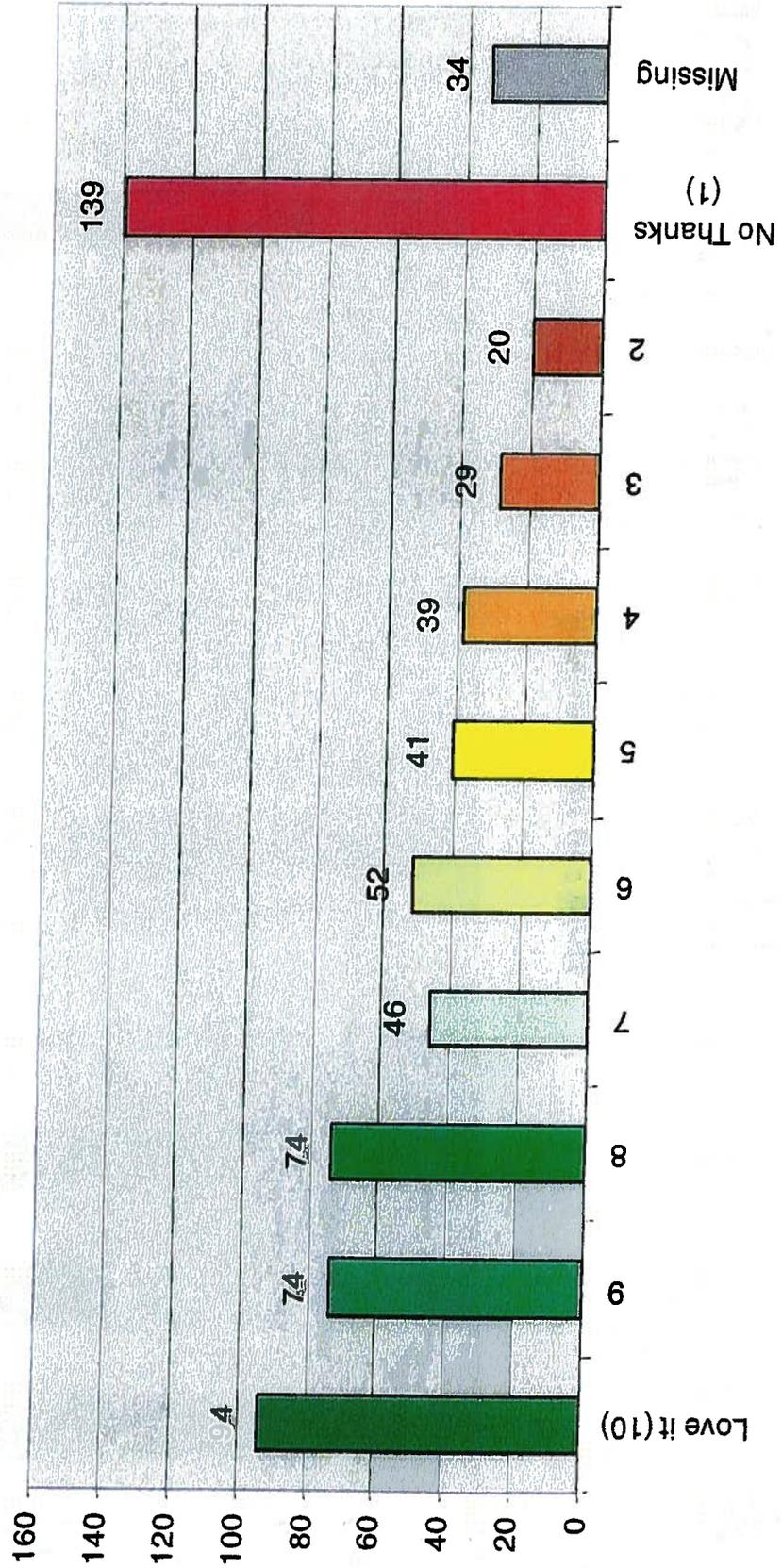
Freeland Arts Studio - Sea Life

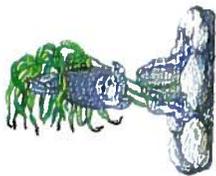


Gerber – Salmon Window



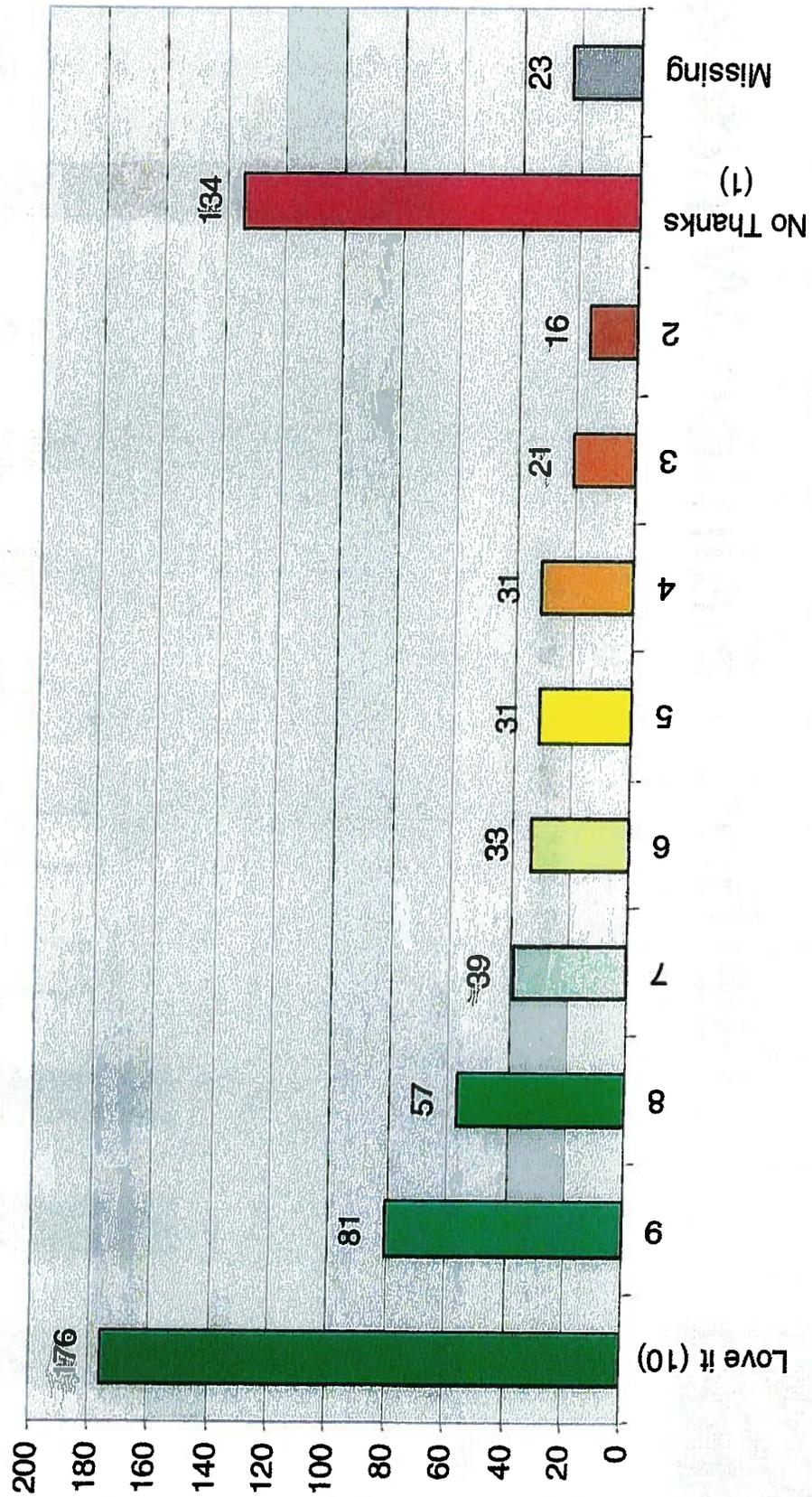
Gerber - Salmon Window





Hunt – In his Element

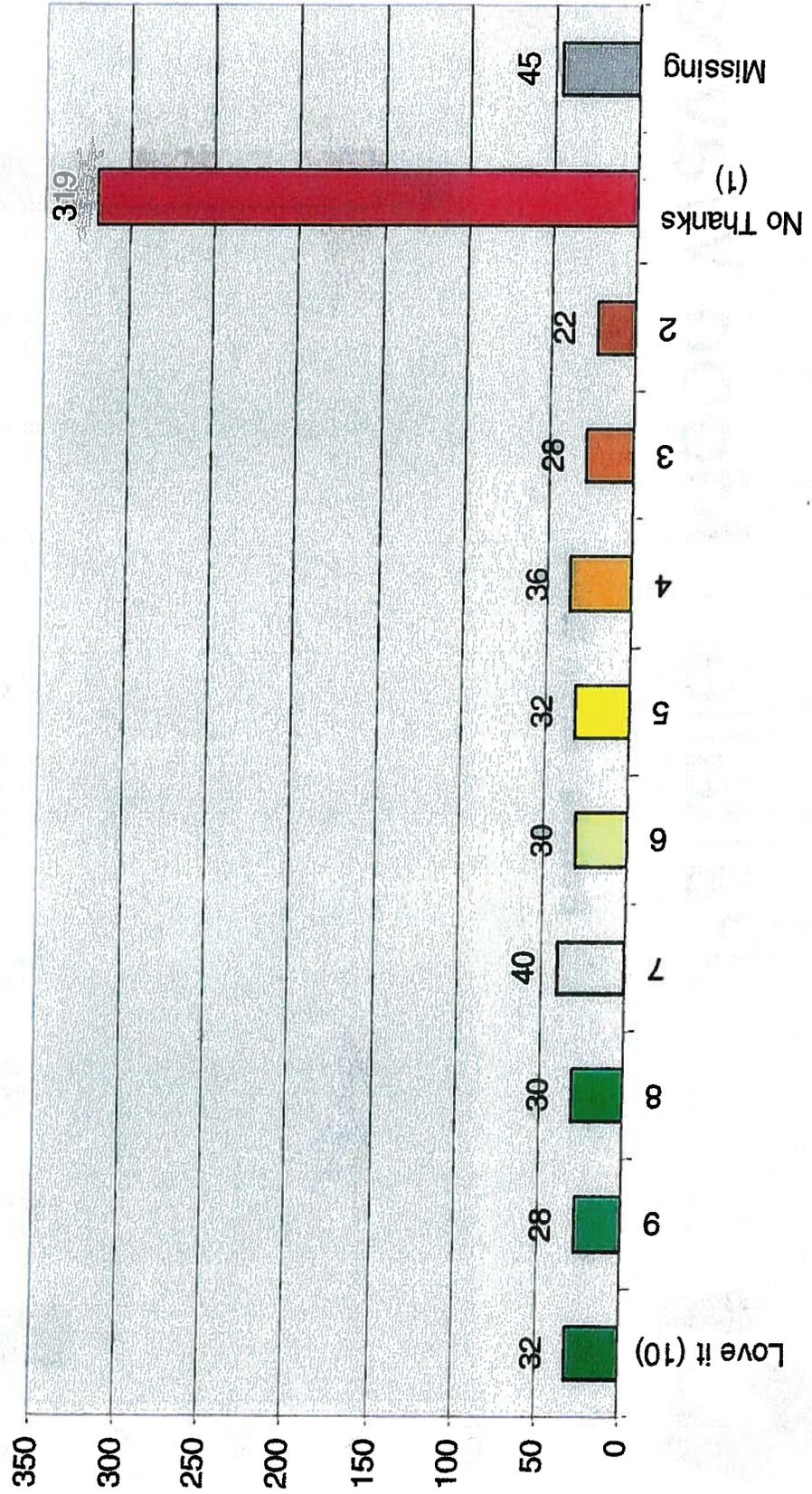
Hunt - In his Element





Lindsay – Clouds

Lindsay - Cloud II

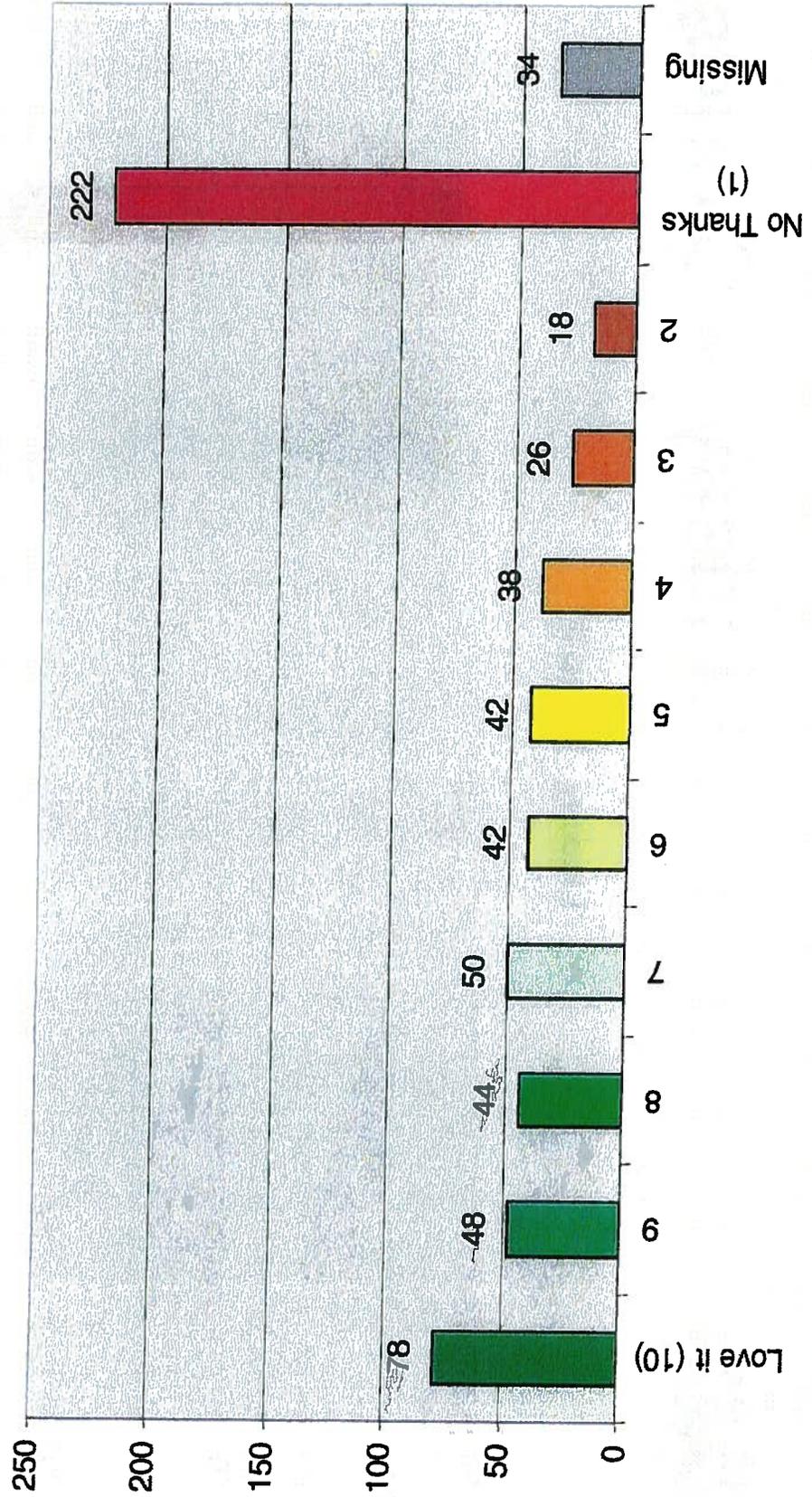


139



Pettelle – Moon Waves

Pettelle - Moon Wave

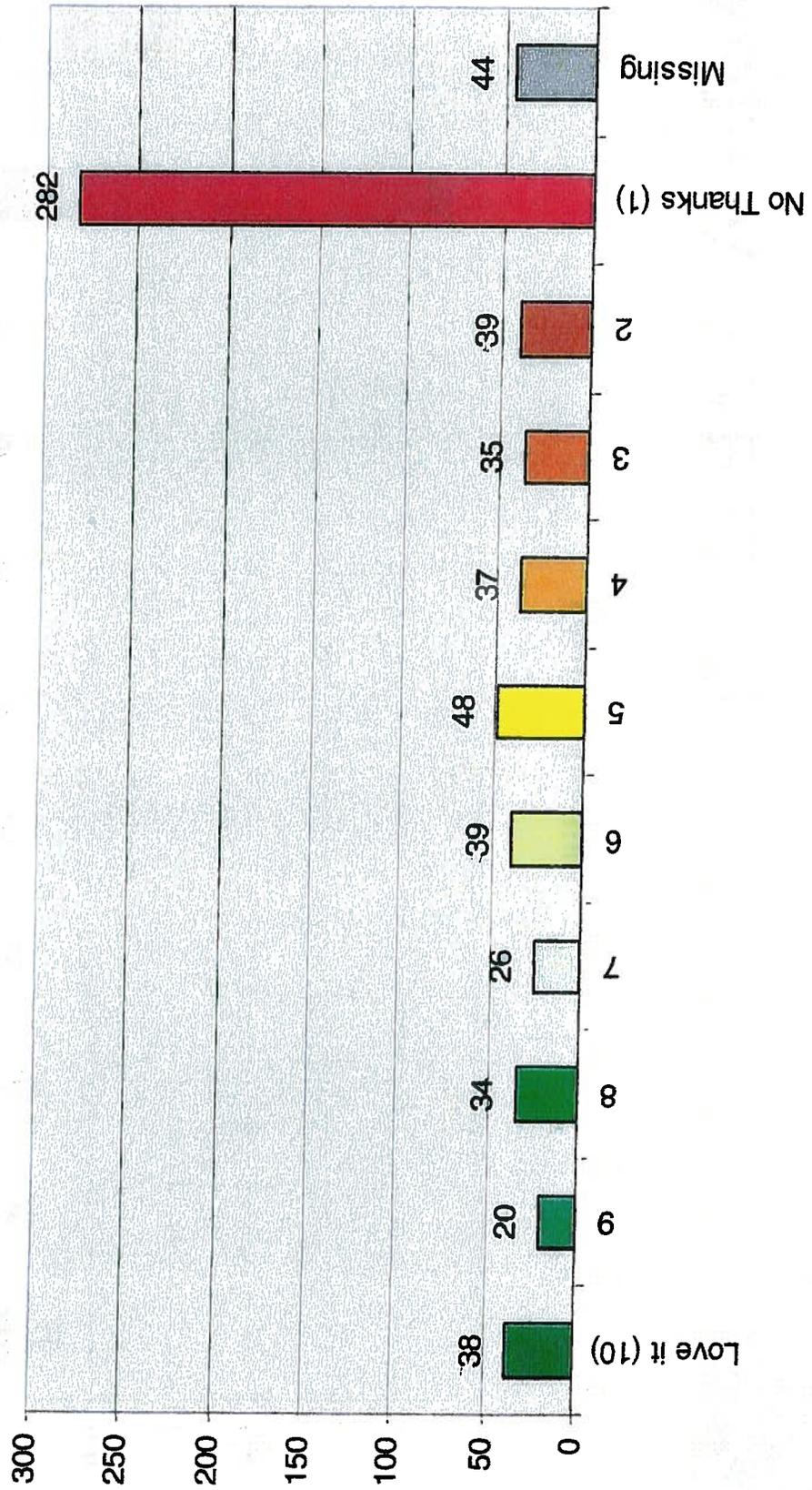


140

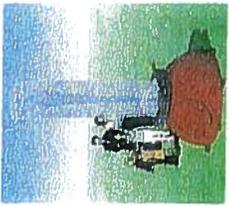


Pettelle - Spouting Fish

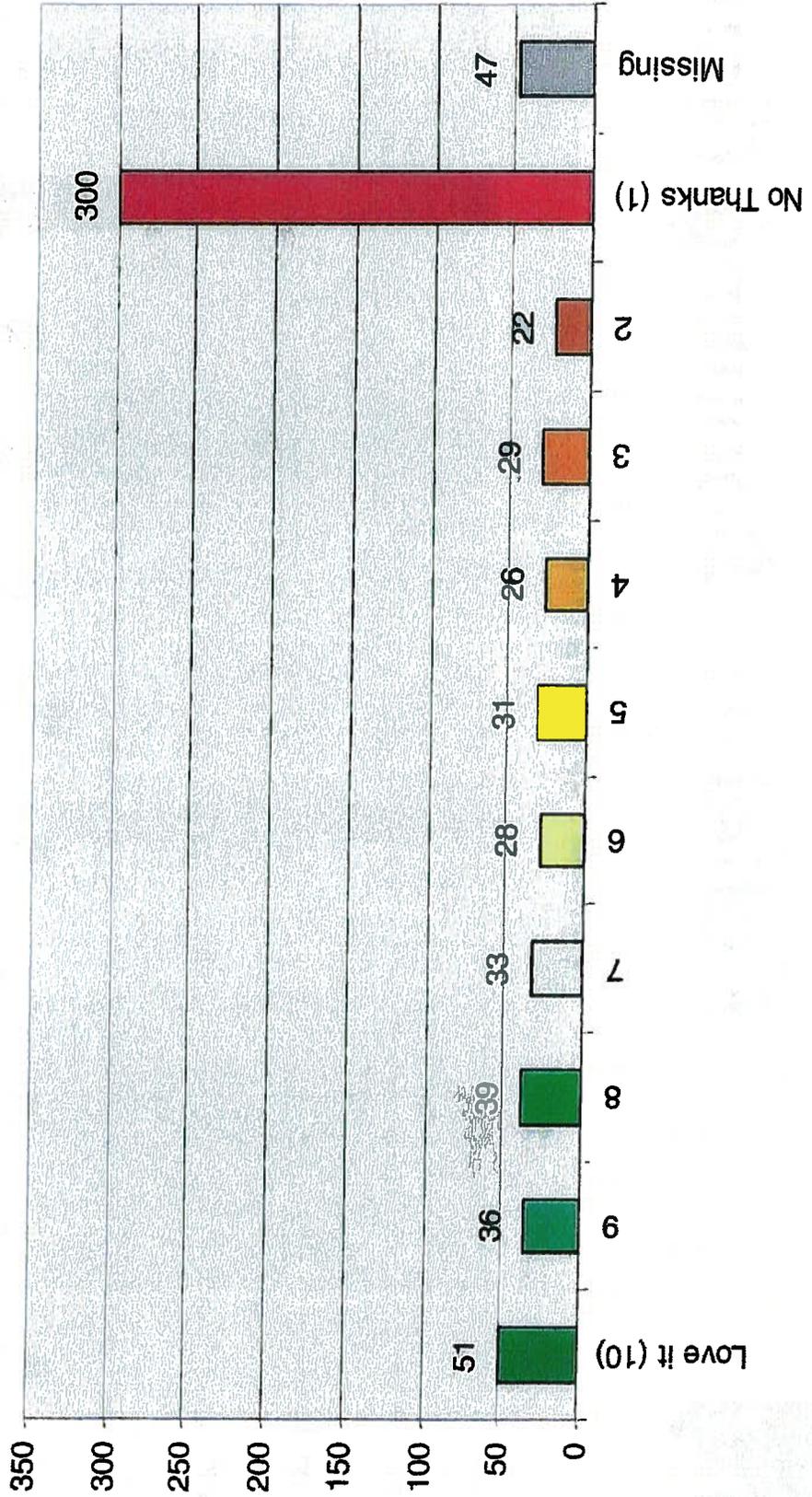
Pettelle - Spouting Fish



Lindsay - Vortex

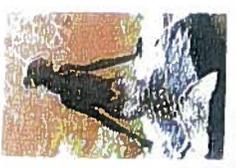


Lindsay - Vortex

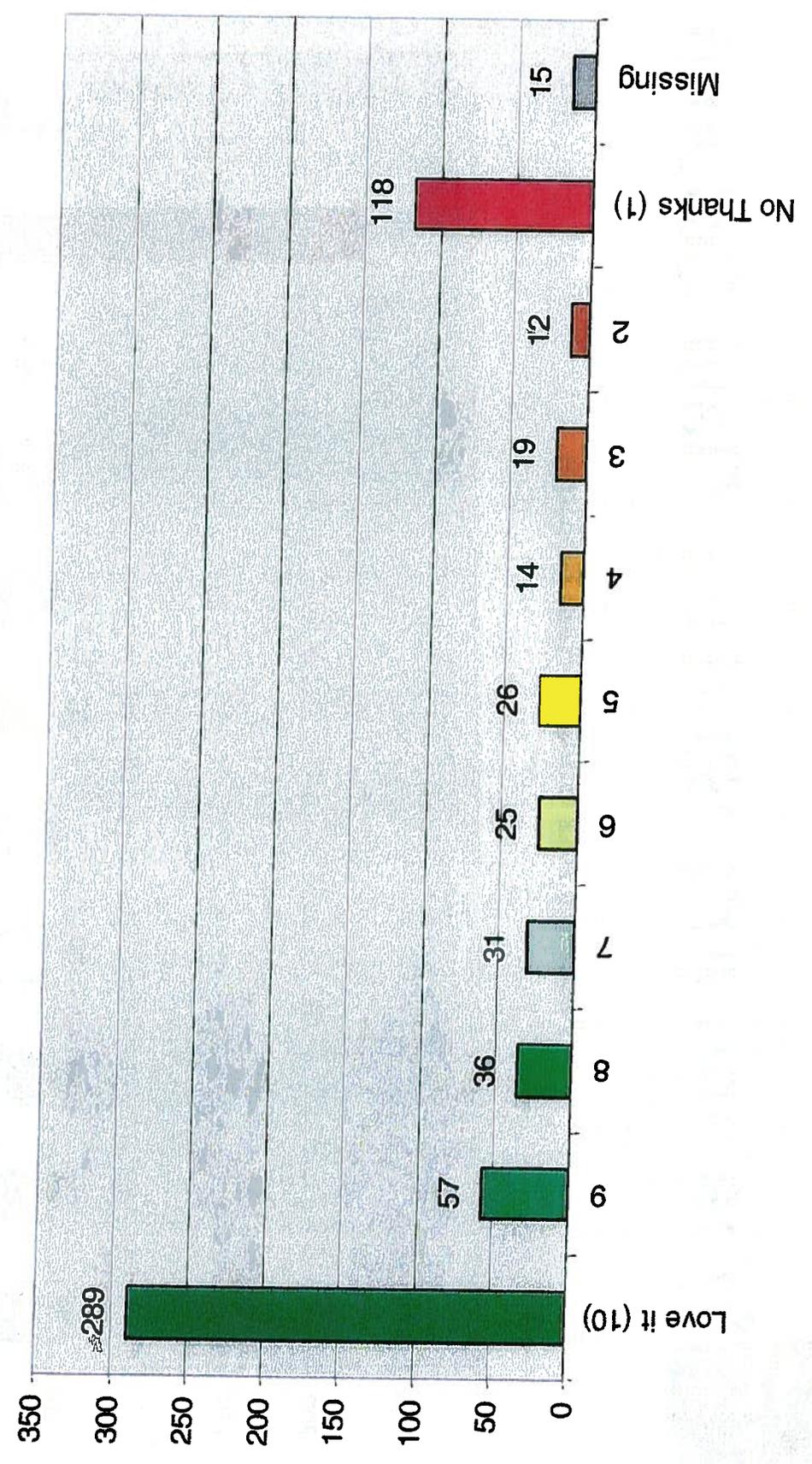


142

Marcell - Mermaid



Marcell - Mermaid

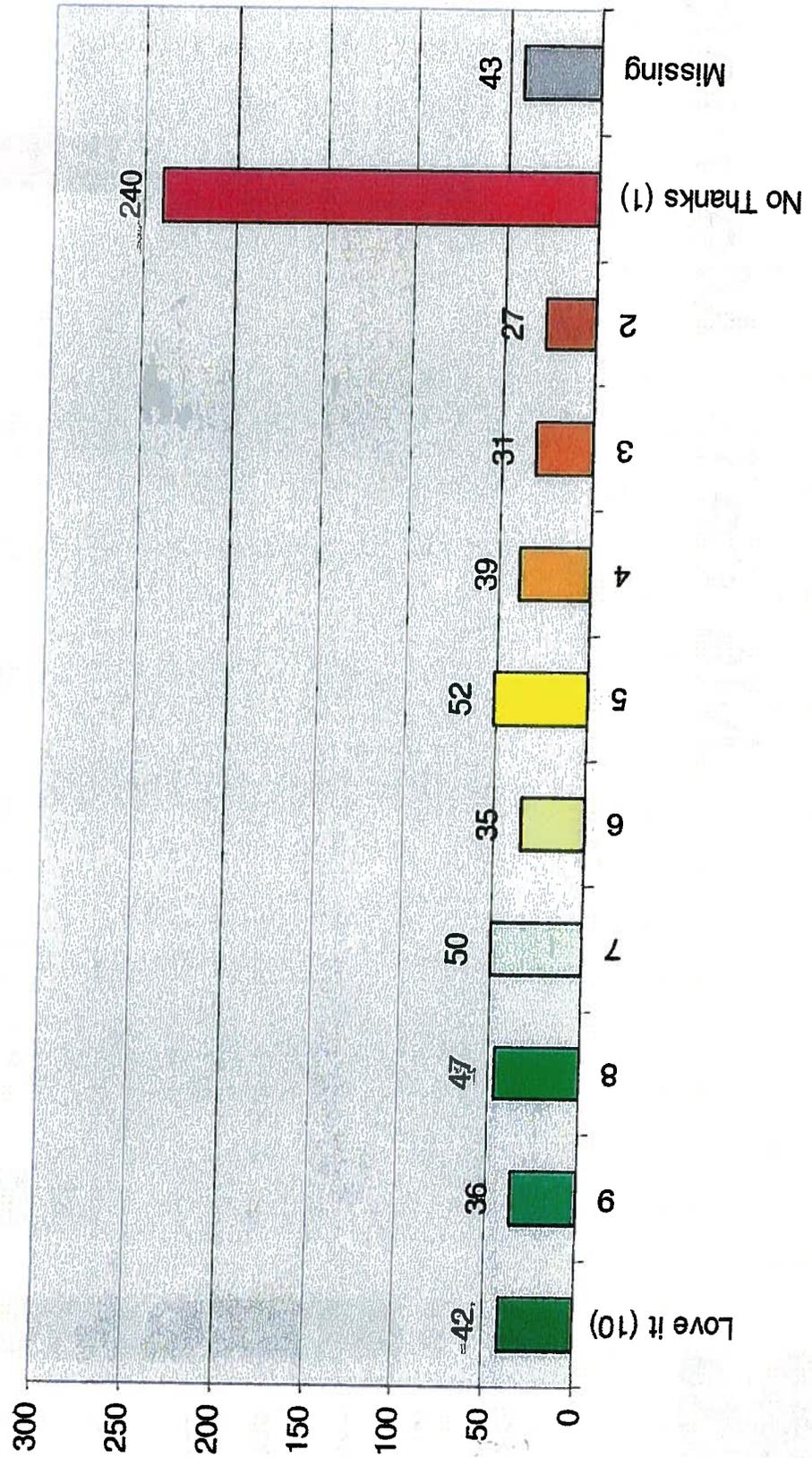


143

Freeland Arts Studio – Rain Column



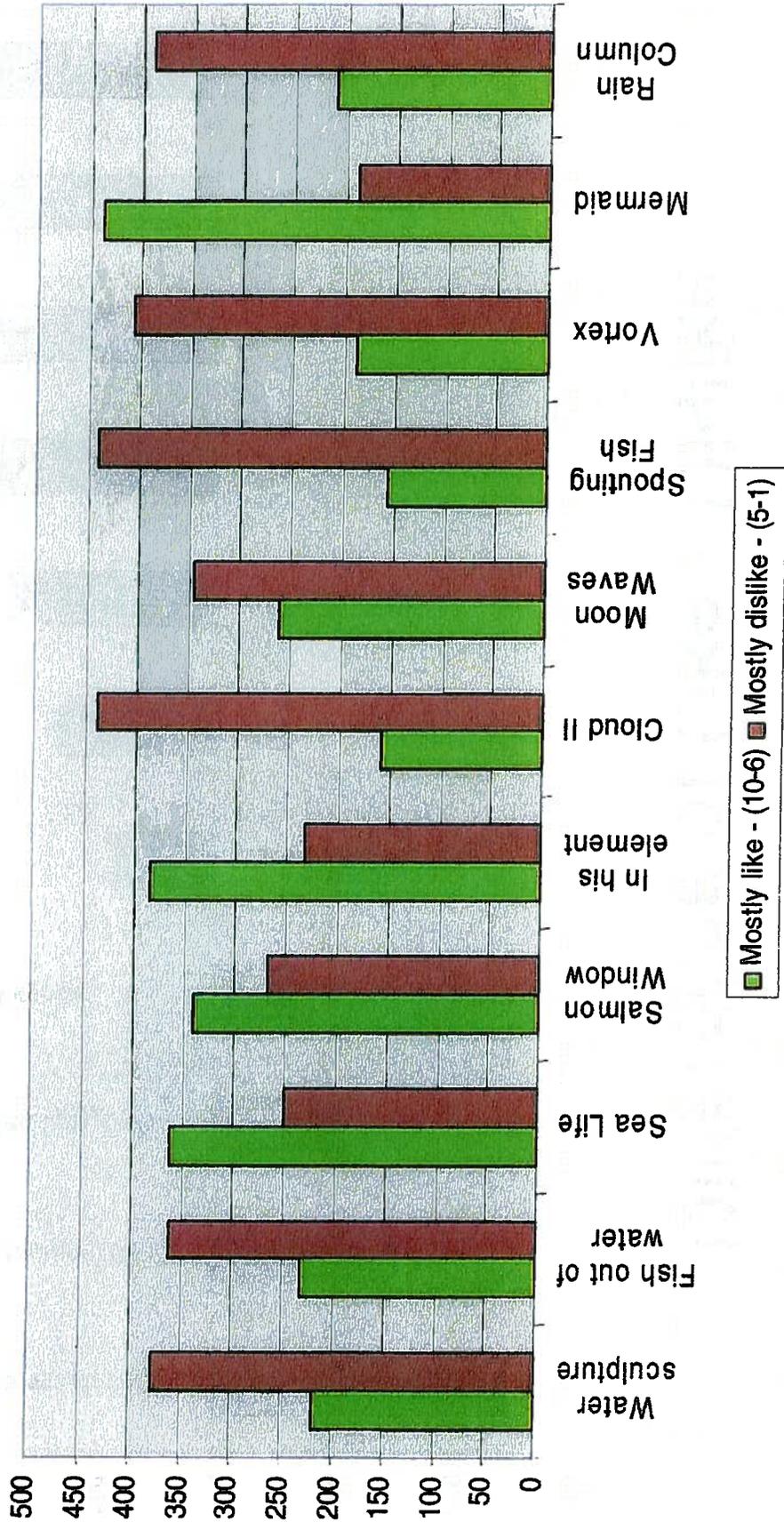
Freeland Arts Studio - Rain Column



1/1/21

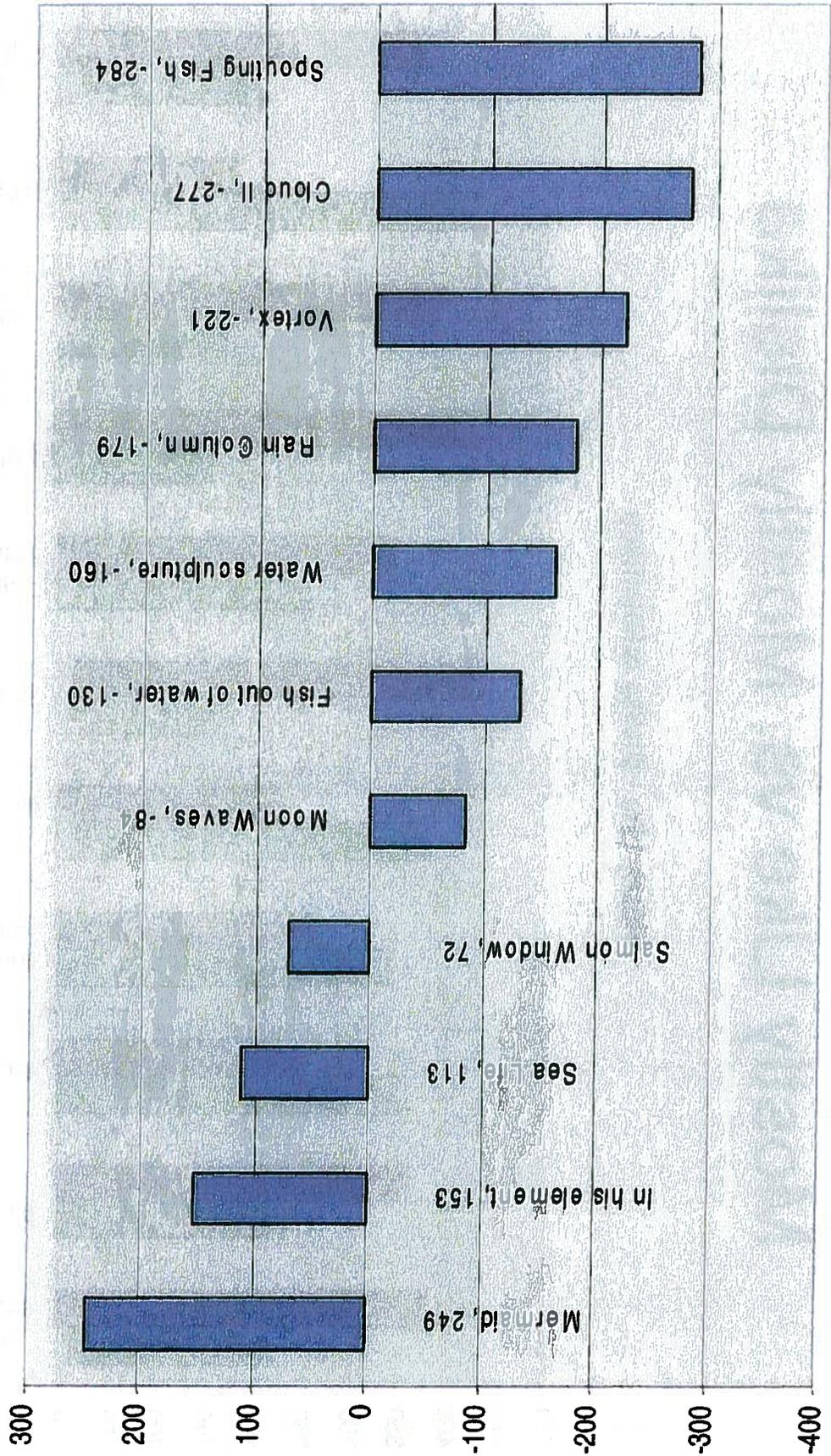
Mostly Like vs. Mostly Dislike

Mostly Like - Dislike relationship



145

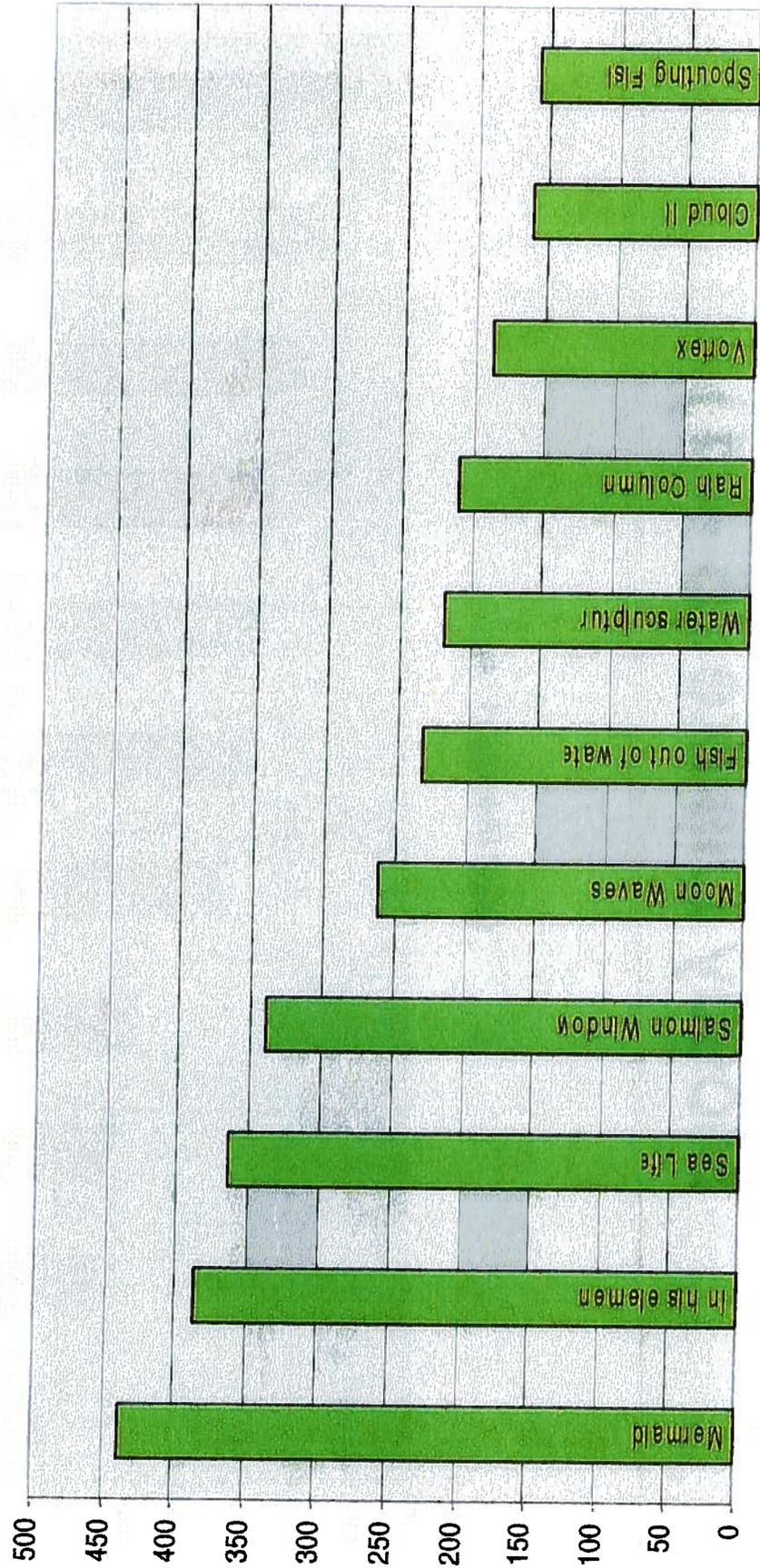
Difference of Like - Dislike



146

Mostly Like (10 - 6)

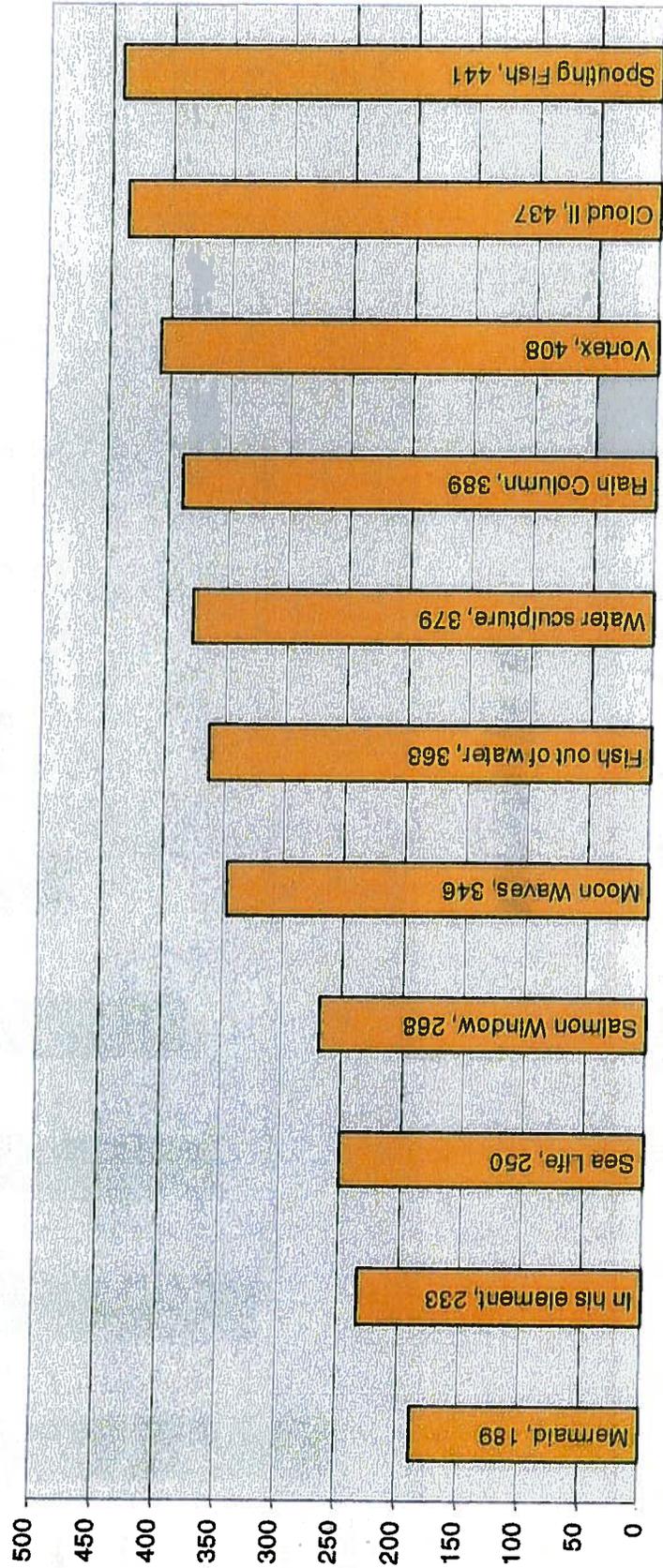
Most Liked (10 - 6)

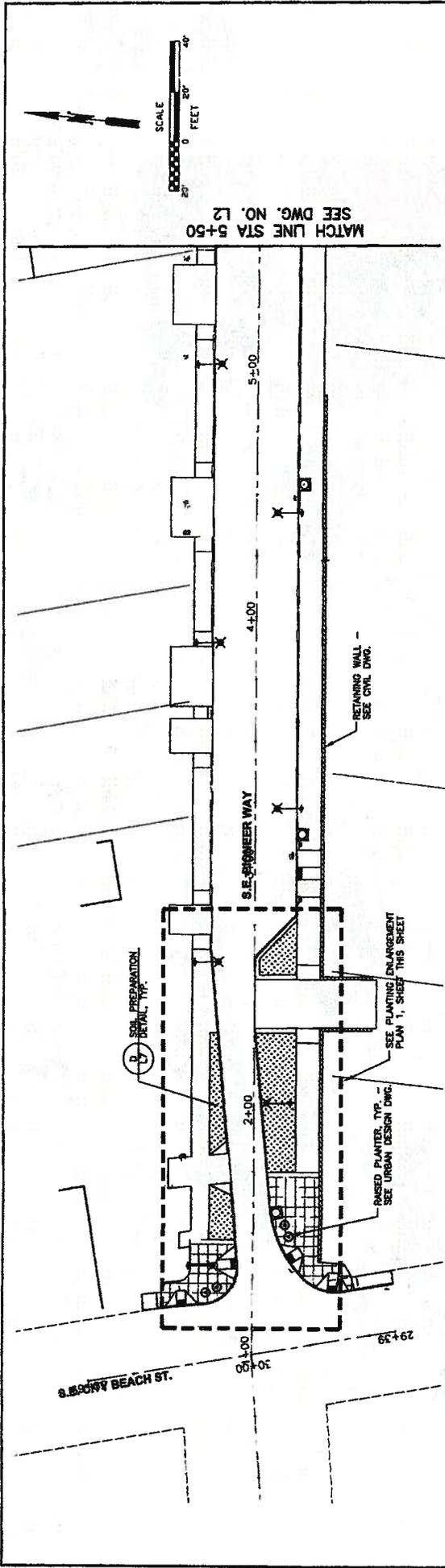


147

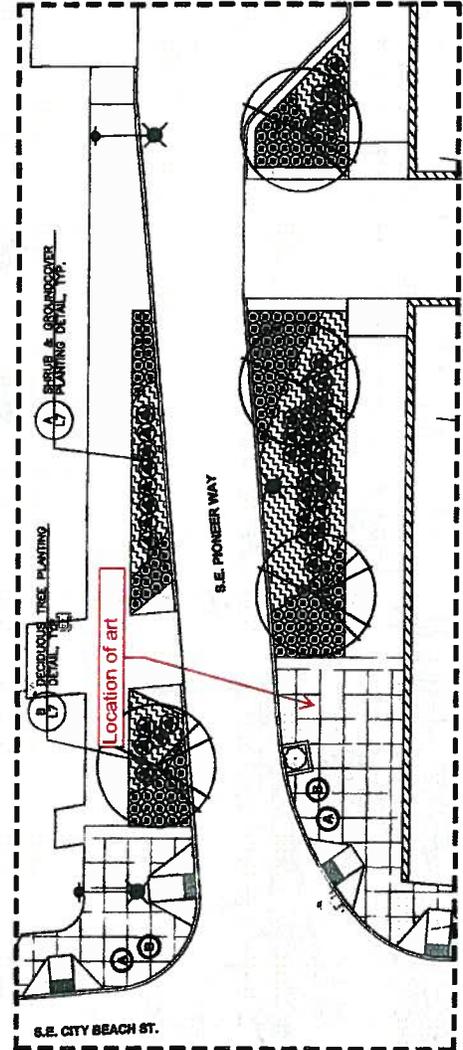
Mostly Dislike (5 - 1)

Least Disliked (1 - 5)

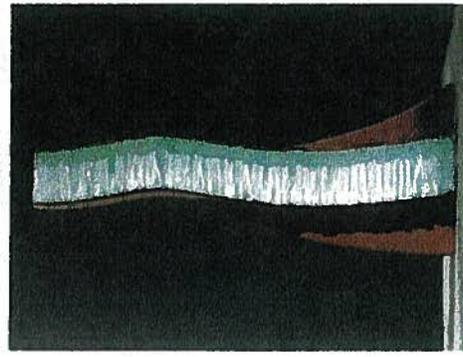




NOTE:
SEE SHEET L6 FOR PLANTING
SCHEDULE, PLANTING LEGEND,
PLANTING ABBREVIATIONS &
PLANTING NOTES.



PLANTING ENLARGEMENT PLAN 1



City of Oak Harbor
S.E. Pioneer Way Reconstruction
STA 1+00.00 TO STA 5+50.00
Planting Plan

Scale: 1" = 10'
0 10' 20'

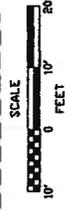
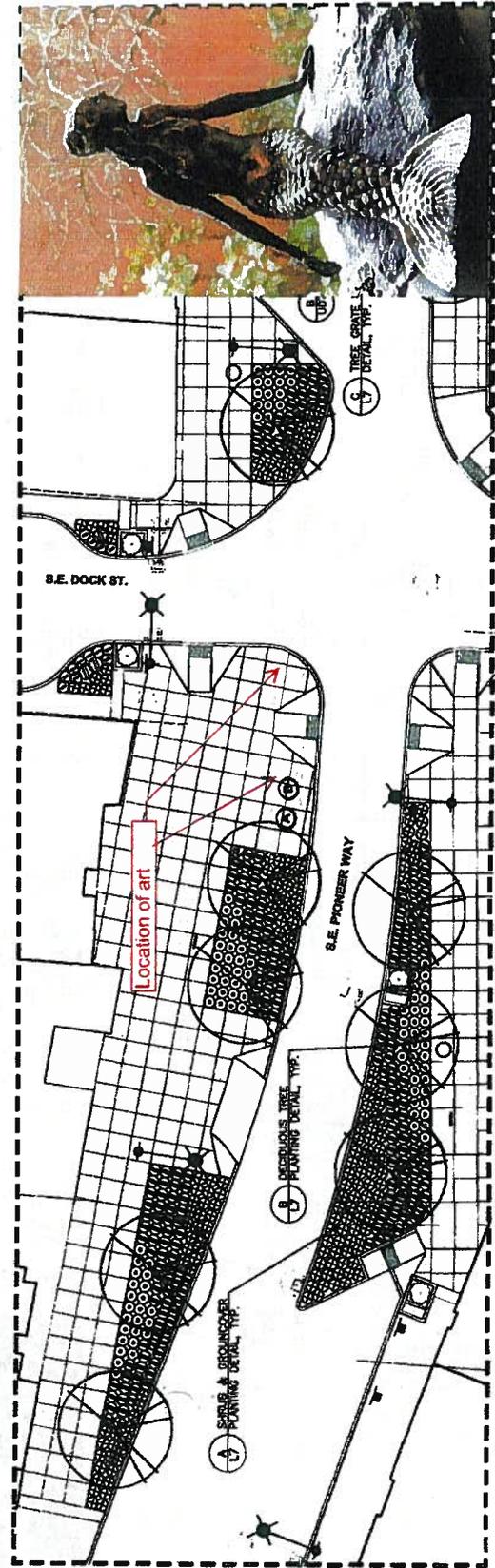
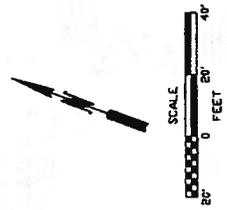
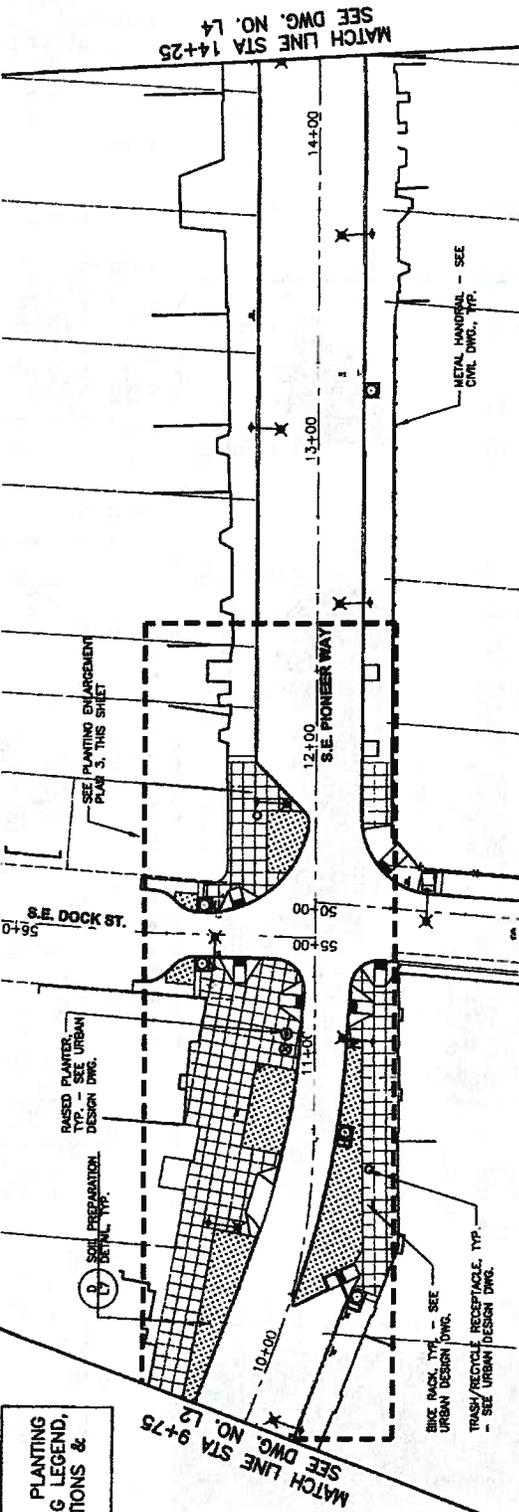
Scale: 1" = 20'
0 10' 20'

City of Oak Harbor
HBB
Horticultural & Botanical Services

Pertecor Inc.
425-532-7700 / 1-800-816-8000
2707 Cobay Avenue, Suite 900
Bremerton, Washington 98301

NO.	DATE	BY	APP.

NOTE:
SEE SHEET L6 FOR PLANTING
SCHEDULE, PLANTING LEGEND,
PLANTING ABBREVIATIONS &
PLANTING NOTES.



PLANTING ENLARGEMENT PLAN 3



CITY OF OAK HARBOR
S.E. PIONEER WAY RECONSTRUCTION
STA 9+75.00 TO 14+25.00
PLANTING PLAN

L3
75 91

DATE	SCALE
DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

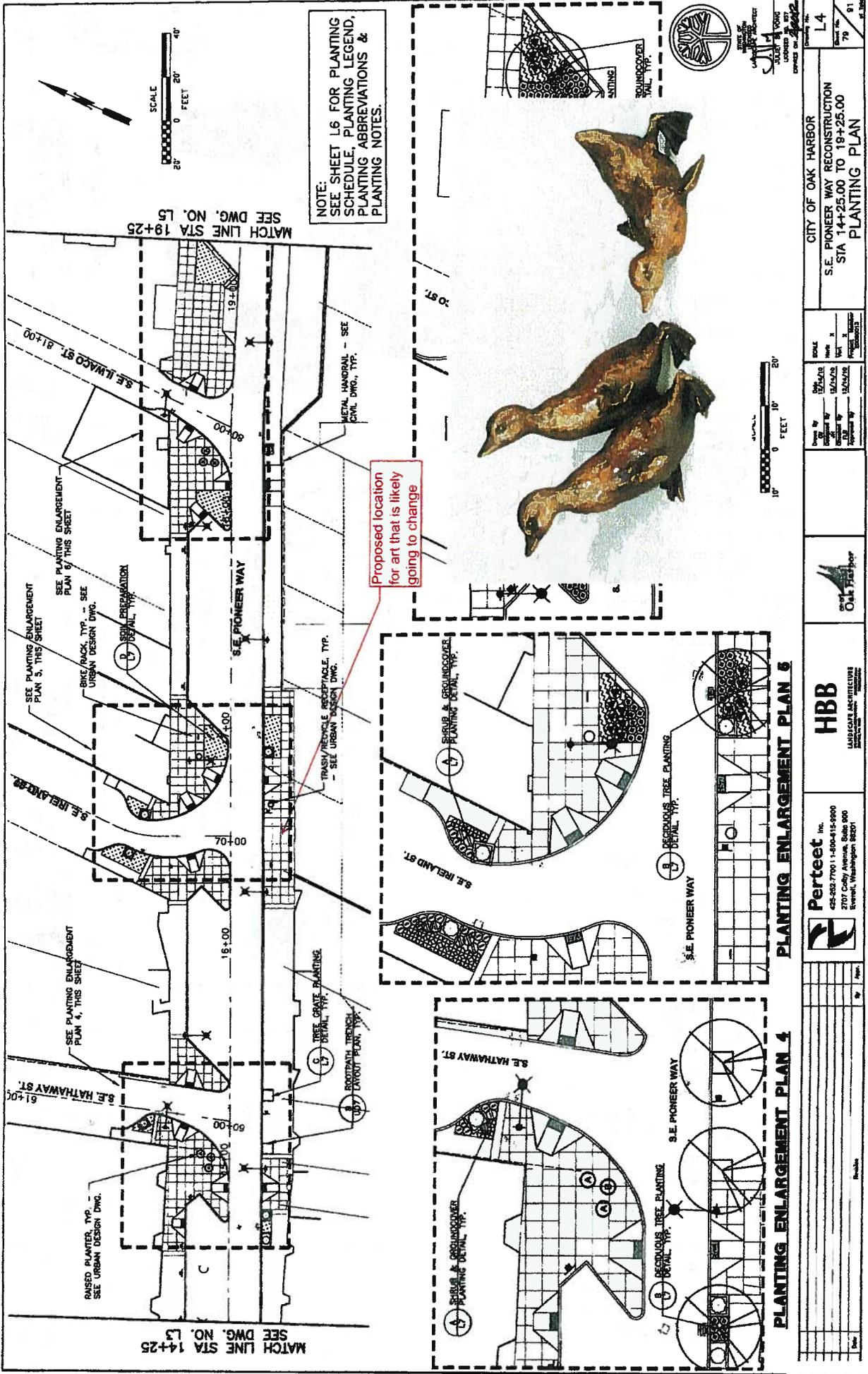


HBB
LANDSCAPE ARCHITECTS

Pertee Inc.
425-322-7700 | 1-800-611-6880
2701 Green Avenue, Suite 100
Spokane, Washington 99201

NO.	DATE	BY	REVISIONS

to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scale



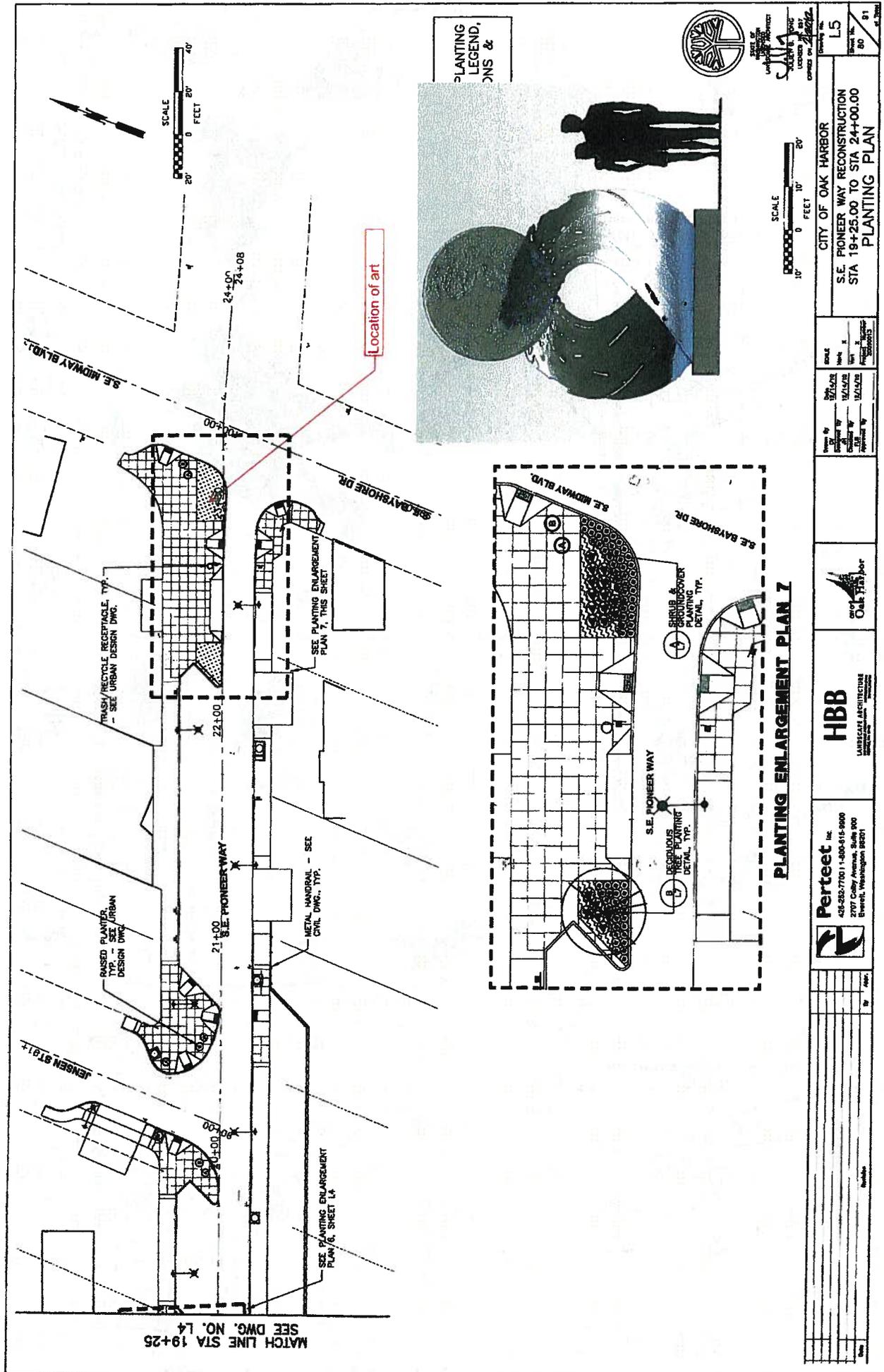
NOTE:
SEE SHEET L6 FOR PLANTING
SCHEDULE, PLANTING LEGEND,
PLANTING ABBREVIATIONS &
PLANTING NOTES.

Proposed location
for art that is likely
going to change

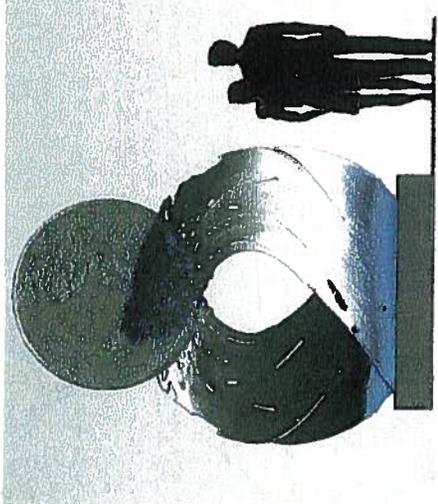
Perteet Inc. 425-252-7700 1-800-415-9900 2107 Colby Avenue, Suite 100 Everett, Washington 98201		HBB LANDSCAPE ARCHITECTURE 1000 1st Avenue Everett, WA 98201		Oak Harbor		SCALE SHEET NO. 1 DATE 11/15/11 DRAWN BY [Name] CHECKED BY [Name] PROJECT NO. 11-0001	CITY OF OAK HARBOR S.E. PIONEER WAY RECONSTRUCTION STA 14+25.00 TO 19+25.00 PLANTING PLAN
DATE	11/15/11	PROJECT NO.	11-0001	SHEET NO.	L4	DATE	11/15/11

to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scale

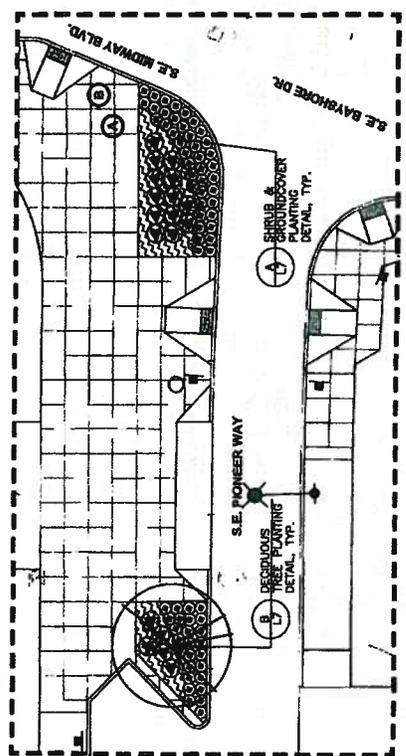
151



PLANTING LEGEND, DIMENSIONS & NOTES



Location of art



PLANTING ENLARGEMENT PLAN 7

SCALE 10' 0" FEET

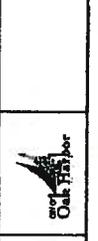


SCALE BY: [Signature]
 CHECKED BY: [Signature]
 DRAWN BY: [Signature]
 DATE: 12/12/08

Sheet No. L5
 of 81

CITY OF OAK HARBOR
 S.E. PIONEER WAY RECONSTRUCTION
 STA 19+25.00 TO STA 24+00.00
 PLANTING PLAN

DATE	BY	SCALE
12/12/08	[Signature]	1/8" = 1'-0"
12/12/08	[Signature]	1/4" = 1'-0"
12/12/08	[Signature]	1/2" = 1'-0"



HBB
 LANDSCAPE ARCHITECTURE
 1000 1st Street, Oak Harbor, WA 98281

Pertec Inc.
 425-232-7700 | 1-800-615-9900
 2707 Casey Avenue, Suite 300
 Everett, Washington 98201

DATE	BY	SCALE
12/12/08	[Signature]	1/8" = 1'-0"
12/12/08	[Signature]	1/4" = 1'-0"
12/12/08	[Signature]	1/2" = 1'-0"

Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bwae.com - Always Verify Scale

**City of Oak Harbor
Analysis of Art Funds**

FUNDING SOURCES

<u>1% for Arts Program</u>	Restricted Water	Restricted Sewer
Revenues received	\$25,320.10	\$38,679.73
Water tank painting	(19,403.60)	0.00
Remaining in utilities	<u>\$5,916.50</u>	<u>\$38,679.73</u>

These funds are highly restricted and not eligible for the Pioneer Way Project.
Reference: *Okeson vs. Seattle, 130 Wn. App. 814, 125 P.2d (Div. I, 2005)*

<u>0.25% Utility Tax Program</u>	Utility Tax Art Funds
Revenues collected to date:	\$57,191.31
Projected income through 2/2012:	23,650.00
Total	<u>80,841.31</u>

Budget for Pioneer Way: \$80,000.00

Note: Projection made to pay for art as it is created and completed through potential completion date of 2/2012

Other potential sources of funding:

Windjammer Redevelopment ¹: Up to \$35,000

¹: Windjammer redevelopment referenced public art. Use of funds would require elimination of other items such as kiosks, etc.

PROPOSED ART AND COSTS

Art	Price (Includes Sales Tax)	
Mermaid	\$32,718.70	
Moon Waves	30,979.50	
Water Sculpture	22,827.00	
Totals:	<u>\$86,525.20</u>	(With sales tax included, the project exceeds budget of \$80,000 by \$6,525.20)

PROPOSED FUNDING APPROACH

Art	Price (Includes Sales Tax)	Funding Source
Mermaid	\$32,718.70	Windjammer Funds
Moon Waves	30,979.50	0.25% Utility Tax Program Funds
Water Sculpture	22,827.00	0.25% Utility Tax Program Funds
Totals:	<u>\$86,525.20</u>	

**CITY OF OAK HARBOR
PROFESSIONAL SERVICES
AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, between the CITY of Oak Harbor Washington, hereinafter called the "CITY", and _____, hereinafter referred to as the "ARTIST".

WITNESSETH THAT:

WHEREAS, the provision of art in public places, whether in the form of freestanding pieces such as sculptures or memorials, architectural embellishments, or other forms incorporated into areas accessible to the public makes the CITY more interesting and vibrant for its residents and visitors; and

WHEREAS, the CITY desires to facilitate the provision of art in a public place; and

WHEREAS, the CITY has selected the ARTIST to be commissioned to create and install an original and appropriate work of art, all as described in this Agreement; and

WHEREAS, the ARTIST is qualified and able to perform the services, and is willing to accept the commission as described in this Agreement; and

WHEREAS, the CITY desires to own and maintain such work of art as provided herein;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, the CITY and ARTIST, hereby agree as follows:

Part I. Term and Termination

- 1.01 This Agreement shall not become effective until signed by all parties.
- 1.02 This Agreement shall terminate upon the issuance of a written notice of acceptance by the CITY and transfer of ownership of the Artwork to the CITY pursuant to Part IV of this Agreement, unless earlier terminated as provided herein.
- 1.03 Prior to acceptance of the artwork, a waiver of certain rights and conditions attributed to the artist, in the Visual Artists Rights Act 106A, must be signed by the ARTIST as described in Exhibit A.
- 1.04 If the ARTIST fails to fulfill any of his/her obligations under this Agreement in a timely or proper manner, or if the ARTIST violates any of the covenants, agreements, or stipulations of this Agreement, the CITY thereupon shall have the right to terminate this Agreement by giving the ARTIST written notice of termination at least ten (10) days before the effective date of termination. The termination date and reasons for the

termination shall be stated in the notice. In such event, all finished or unfinished drawings, specifications, models, portions of the Artwork, supplies, or other objects which have been prepared by the ARTIST under this Agreement shall at the option of the CITY become the CITY's property, and the ARTIST shall be entitled to receive just and equitable compensation for any work completed under this Agreement to the satisfaction of the CITY. The ARTIST shall be liable to the CITY for damages sustained by virtue of any breach of this Agreement by the ARTIST. The CITY may withhold any payments to the ARTIST for the purposes of set-off until such time as the exact amount of damages due the CITY from the ARTIST is determined. Damages shall include all amounts paid pursuant to the Agreement. In addition thereto, the CITY has the right to recover attorney's fees, costs and expenses.

Part II. Engagement of the ARTIST; Designation of the Artwork; Community Involvement

- 2.01 Subject to the terms and conditions of this Agreement, the CITY engages the ARTIST, and the ARTIST agrees to be so engaged, to design, fabricate, create and install the Artwork (collectively, hereinafter "the Work") as described in "Exhibit B", attached hereto and incorporated herein by reference. The ARTIST, at his/her sole expense, shall provide all labor, materials, and supplies necessary to complete the Work.
- 2.02 The ARTIST shall perform the Work in a satisfactory and competent manner, consistent with the best standards in the ARTIST'S field, and the Artwork shall be designed, fabricated and installed in a manner that is structurally sound. If the ARTIST employs or engages a person or firm to perform a part of the Work, the ARTIST shall ensure that each such person or firm shall agree to perform such part of the Work in a satisfactory and competent manner, consistent with the best standards in such person's or firm's field. Notwithstanding the ARTIST'S employment of a person or firm to perform a part of the Work as permitted under this Agreement, the ARTIST shall remain responsible to the CITY for the faithful performance, when due, of the Work, and no delegation or subcontracting of a part of the Work shall relieve the ARTIST of his or her duties under this Agreement.
- 2.03 Throughout the process of the Work, the CITY and the ARTIST shall advise and cooperate with each other with respect to any alteration or revision of the Artwork, including but not limited to a variation in component materials, method of construction, size, and/or appearance, from that which is provided in Exhibit B, or any alteration or revision to the proposed installation site. The ARTIST acknowledges that if the Work is materially altered or revised from that which is provided in Exhibit B and the ARTIST has failed to advise or cooperate with the CITY as provided herein, the CITY may terminate this Agreement without penalty to the City.

Part III. Independent Contractor Relationship.

- 3.01 The ARTIST shall at all times be an independent contractor and not an employee of the CITY and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

- 3.02 The ARTIST shall not be covered by any CITY benefit programs, such as health and welfare, benefit plans, social security, workers compensation or unemployment compensation, and shall not be treated as an employee for federal tax purposes or any other purpose. The ARTIST shall be responsible for paying all taxes related to payments the CITY makes to the ARTIST, including federal income taxes, self employment (social security and Medicaid) taxes and state business and occupation taxes, and the CITY is not responsible for withholding for or paying any of those taxes.
- 3.03 ARTIST shall indemnify and hold harmless the CITY from and against any and all costs (including attorney's fees incurred in defense) or liabilities (including payroll taxes penalties or interests) arising out of any breach of the above representations and warranties or any assertion that the ARTIST is not an independent contractor.

Part IV. Installation of the Artwork

- 4.01 The Artwork shall be installed and incorporated into a public site that has been agreed to and designated by the CITY; such site is identified and described in Exhibit C, attached hereto and incorporated herein by reference. The ARTIST shall provide to the CITY a written description of the manner in which the Artwork shall be installed, including a statement of details regarding the Artwork as described in the Detailed Artwork Report – Part 1 attached hereto as Exhibit D.
- 4.02 The CITY shall cooperate with the ARTIST in the preparation of the site prior to installation.
- 4.03 The ARTIST and the CITY shall consult and agree to the date and time for delivery of the Artwork to the site. The ARTIST shall be responsible for and bear the costs of transportation and installation of the Artwork. See also 7.03.

Part V. Final Acceptance; Title of the Artwork to Vest in the CITY

- 5.01 Upon the completion of the Work and installation of the Artwork to the ARTIST'S satisfaction, the CITY shall inspect the work and present the ARTIST with a detailed listing of any observed flaws. When the CITY is satisfied with the Work, they shall provide written notice to the ARTIST of their final acceptance of the Work, which notice shall state that the Work has been completed and the Artwork has been installed as agreed to by the parties and to the satisfaction of the CITY.
- 5.02 Upon final acceptance, title to the Artwork shall pass from the ARTIST to, and vest in, the CITY as described in Exhibit E. The ARTIST hereby transfers to the CITY the ARTIST'S rights of ownership, title, and interest in and to the Artwork, as defined in Exhibit B, except those limited by this Agreement. Thereafter, the CITY shall retain all written documentation regarding the Artwork, and shall have, for maintenance and historical documentation purposes only, the right to a copy of all drawings, sketches and designs of the Artwork produced prior to final acceptance of the Work.

- 5.03 Upon final acceptance, the ARTIST shall be given notice and an opportunity to be available for a public dedication of the Artwork; and, the CITY, and the ARTIST, shall provide appropriate, on-site signage to identify the Artwork by the ARTIST'S name, the year of fabrication, and other information deemed appropriate by the CITY.

Part VI. Schedule of Performance, Compensation and Method of Payment.

- 6.01 The CITY shall pay to the ARTIST for performance of the Work and for the Artwork as provided in this Part of the Agreement; however, in no event shall the ARTIST be paid an amount in excess of the sum of \$_____. This amount shall constitute full and complete compensation for the ARTIST'S Work and Artwork; the ARTIST shall be solely responsible for all expenses necessary for the performance of this Agreement, including any cost overruns.
- 6.02 Upon approval of the completed preliminary design, the ARTIST shall proceed with the execution of the Work and the CITY agrees to pay the total purchase price of \$_____.
- a. An initial payment of _____ will be made to the ARTIST for materials within 30 days of invoice.
- b. The balance of the purchase price (\$) will be paid to the ARTIST within 30 days of the completed installation. The Work, will be completed and installed no later than _____.
- 6.03 The above-stated purchase price includes the cost of materials necessary to create the Work and the cost of any additional labor services necessary to create the WORK, including workers' compensation coverage for employees.

Part VII. Warranty; Indemnification; and, Release

- 7.01 The ARTIST represents and warrants to the CITY that:
- a. He or she is the sole creator of the Artwork and that the ARTIST has full power and authority to make this Agreement;
- b. The Artwork does not infringe upon any copyright or violate any property right or other rights; and,
- c. No lien or encumbrance exists against the Artwork and that following the transfer of title to the Artwork to the CITY, no individual or entity will have any right or interest in the Artwork that is prior or superior to the CITY'S right and interest.

The ARTIST further represents and warrants that the Artwork, as fabricated and installed, will be structurally sound and free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork, and shall be designed so as routinely not to require extensive or extraordinary maintenance or conservation measures. The parties agree and acknowledge that the Work will remain outside and exposed to the elements and climate changes and

will not be stored, or otherwise provided special protection during cold or severe weather conditions. These warranties shall be in effect for a period of one (1) year after final acceptance of the Artwork under Part IV of this Agreement and transfer of ownership to the CITY.

- 7.02 The ARTIST agrees to defend, indemnify, and hold harmless the CITY, and their respective officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against such parties for or on account of any matter arising from performance of the Work performed by the ARTIST pursuant to this Agreement.
- 7.03 Unless otherwise provided, the ARTIST acknowledges that until the ownership of the Artwork is transferred to the CITY pursuant to Section 5.02 of this Agreement, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of the ARTIST, including but not limited to any loss occurring during the creation, storage, transportation, delivery or installation of the Artwork, regardless of where such loss occurs.

Part VIII. Insurance

- 8.01 The ARTIST shall procure and maintain during the life of this Agreement such comprehensive general liability insurance as will protect the ARTIST, and the CITY, and each of their respective officers, agents, employees and subcontractors performing any of the Work covered by this Agreement, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations or work under this Agreement, whether such operations or work be by the ARTIST or the CITY, or any of their respective officers, agents, employees and subcontractors performing any of the Work. The amounts of insurance shall be not less than One Million Dollars (\$1,000,000) combined single limit for any one occurrence covering both body injury and property damage, including accidental death.
- 8.02 The insurance policy or policies procured as required by Section 8.01 shall name the CITY as additional insured parties, and shall require a thirty-day mandatory cancellation notice.
- 8.03 ARTIST shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the ARTIST before commencement of the work.

Part IX. Copyright and Reproduction Rights

- 9.01 The ARTIST expressly reserves every right available to the ARTIST under the Federal Copyright Act and other applicable statutes to control the making or dissemination of copies or reproductions of the Artwork, except the rights which are limited by this Agreement.

- 9.02 The ARTIST certifies that the Artwork created pursuant to this Agreement is a unique work of art and has not been and will not be substantially duplicated by the ARTIST without the prior written permission of the CITY. Should the ARTIST decide to reproduce the Artwork in an edition or in any other way, the ARTIST shall first obtain the written permission of the CITY.
- 9.03 The CITY retains the right to publish and distribute photographs, drawings or other forms of reproductions of the Artwork as installed and formally accepted by the CITY, for reference, promotional, educational and scholarly purposes. The CITY agrees to make no commercial use of the Artwork without the ARTIST'S written consent. If such consent is obtained from the ARTIST, all reproductions of the Artwork by the CITY shall contain a credit to the ARTIST that states the ARTIST'S name and year of creation,
- 9.04 The ARTIST agrees to include on or in any form of reproduction of the Artwork initiated or authorized by the ARTIST, a credit to the CITY, stating that the Artwork was commissioned and is owned by the CITY.

Part X. Maintenance, Repair, and Restoration

- 10.01 If, within the time period specified in Section 7.01 of this Agreement, the Artwork exhibits any structural or cosmetic defect or flaw in violation of the ARTIST'S warranty, the ARTIST shall repair the Artwork or replace any defective component of the Artwork at no cost to the CITY. All repairs or cures to defects shall be consistent with professional conservation standards.
- 10.02 Except as provided in Section 10.01, after the written notice of final acceptance has been issued and transfer of ownership has occurred, the CITY shall maintain and protect the Artwork as it reasonably determines, being responsible for the care, custody, maintenance and security of the Artwork. Any required maintenance of the Artwork shall be carried out by the CITY with the intention of protecting the value, integrity, and authenticity of the Artwork.
- 10.03 After the expiration of the warranty period, the CITY will make a reasonable effort to consult with the ARTIST in all matters concerning repairs and restoration of the Artwork.
- 10.04 The ARTIST shall provide to the CITY a written description of as-built information of the artwork and installation/foundation as described in the Detailed Artwork Report – Part II attached hereto as Exhibit F.

Part XI. Relocation or Removal of the Artwork

- 11.01 Upon final acceptance and transfer of title to the Artwork to the CITY, the CITY shall have the authority and sole discretion thereafter to remove, or remove and relocate, the Artwork from the original installation site.

Part XII. Non-Destruction, Alteration, or Modification of the Artwork

- 12.01 To the extent required by applicable federal law or other applicable laws and regulations, the CITY shall not intentionally destroy or modify the Artwork in any way whatsoever during the ARTIST'S lifetime without first making a reasonable effort to locate and inform the ARTIST, and to obtain the ARTIST'S written permission, if possible; however, this section shall not apply to modifications caused by the passage of time, the inherent nature of the materials or the result of conservation, lighting or placement in connection with public presentation.
- 12.02 If any significant modification occurs to the Artwork after final acceptance by the CITY under Section 5.02 of this Agreement, whether such change is intentional, unintentional, or malicious, and if the ARTIST makes a written request to the CITY that the Artwork no longer be represented as the work of the ARTIST, then the Artwork shall no longer be so.

Part XIII. General Provisions

- 13.01 The ARTIST, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- 13.02 The CITY is an equal opportunity employer.
- 13.03 In the performance of this Agreement, the ARTIST will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The ARTIST shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 13.04 The ARTIST shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the ARTIST not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.
- 13.05 Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

- 13.06 Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.
- 13.07 If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.
- 13.08 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.
- 13.09 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.
- 13.10 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 13.11 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

Section XIV. Entire Agreement.

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

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

CITY:

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

SERVICE PROVIDER:

Jim Slowik, Mayor

ATTEST:

Connie Wheeler, CITY Clerk

NOE

EXHIBIT A

ARTIST WAIVER OF RIGHTS

On this date, _____, in Oak Harbor, Washington, _____ (Artist name), artist, in consideration of being retained as an artist to complete art associated with the Pioneer Way Improvement Project, hereby voluntarily releases and waives all artist rights to the artwork described as:

**DESCRIPTION OF ARTWORK, and
USES OF THAT WORK**

This Waiver has been executed by artist _____, voluntarily and with full knowledge of the rights afforded him/her under the Visual Artist Right's act, Section 106A of Title 17 of the United States Code.

Dated: _____

ARTIST

EXHIBIT D

DETAILED ARTWORK REPORT – PART I

1. Artwork Summary (check all that apply)

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Sculpture (3D Work) | <input type="checkbox"/> Wall Hanging/Relief (2D Work) | <input type="checkbox"/> Interior | <input type="checkbox"/> Exterior |
| <input type="checkbox"/> Integrated Work | <input type="checkbox"/> Site Specific | <input type="checkbox"/> Permanently Installed | <input type="checkbox"/> Assembled Onsite |
| <input type="checkbox"/> Removable Components | <input type="checkbox"/> Kinetic | | |

Material/Composition of Artwork (check any that apply; do not include mounting hardware or pedestal information)

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Acrylic Paint | <input type="checkbox"/> Oil Paint | <input type="checkbox"/> Paint (other) | <input type="checkbox"/> Patina |
| <input type="checkbox"/> Canvas/Woven Fabric | <input type="checkbox"/> Textile (Hand-made) | <input type="checkbox"/> Paper | <input type="checkbox"/> Wood |
| <input type="checkbox"/> Ceramic/Clay | <input type="checkbox"/> Concrete/Cement | <input type="checkbox"/> Stone | <input type="checkbox"/> Glass |
| <input type="checkbox"/> Metal (Ferrous) | <input type="checkbox"/> Metal (Non-Ferrous) | <input type="checkbox"/> Plastic/Resin/PVC | <input type="checkbox"/> Bone/Ivory |
| <input type="checkbox"/> Photography | <input type="checkbox"/> Video | <input type="checkbox"/> Electricity/Motor | <input type="checkbox"/> Light (integral to work) |
| <input type="checkbox"/> Digital Media/Software | <input type="checkbox"/> Sound Media/Implements | <input type="checkbox"/> Terrazzo | <input type="checkbox"/> Other: |

Method of Display for Artwork (check any that apply and briefly describe material, e.g. imbedded in concrete, suspended by cable, mounted to brick wall)

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> Pedestal: | <input type="checkbox"/> Ground Level: |
| <input type="checkbox"/> Suspended: | <input type="checkbox"/> Wall Mounted: |

2. Dimensions/Weight

Overall/Spatial Dimensions of artwork: Height: in□/ft□ Width: in□/ft□ Depth: in□/ft□

Approximate Weight of the entire artwork: lbs □/grams □

How many individual components comprise the artwork?

Individual/Dissimilar Component Information: Major portions of an artwork are considered components, even if they have several dissimilar materials within each component. Please list components that are not the same, for example 100 stainless steel cutouts of a fish could be considered one component if each fish is exactly the same. If there are more than 8 dissimilar components, attach a separate sheet with dimensional information for each additional component.)

3. Artwork Detail (Materials/Composition of Artwork/Fabrication Techniques)

Provide proper and common names of all materials and components. Include alloy numbers, brand names, manufacturer name and contact information, supplier name and contact information, and any information that can be used to distinguish the material from other similar products. (For instance, a cast bronze component could have the proper name Bronze alloy CDA. #876, and also have the common name Herculoy Silicon Bronze.)

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2D – Wall Hanging/Flat Artwork/Relief

- A. Support material (base or foundation).
- B. Ground material (primer, gesso, etc., used to isolate media from support). Include approximate number of applied layers if known.
- C. Materials/media used in painting, drawing, collage, etc. Include specific information to colors/palette (brand, names, color names, mediums, and texture). Include the method(s) of application, e.g. brush, roller, sponge, sprayer. (Enter material information and manufacturer and supplier information)
- D. Varnish or protective coating (e.g. natural, paint color and type, glaze, sealer, patina, fire retardant, etc.). Include method(s) of application and number of applications. (Enter material information and manufacturer and supplier information).
- E. Materials used in the presentation of the artwork (e.g. composition of pedestal, deck, vitrine, frame, and assembly hardware, etc.) Enter material information and manufacturer and supplier information
- F. Mounting/hanging hardware (e.g. sheetrock mollies, 1/8" x 3" galvanized steel lag screws, galvanized d-rings, nooses of stainless steel braided wire, type of cable and fittings, etc.). Enter material information and manufacturer and supplier information

- G. Are there mechanical components (e.g. motors, moving parts, sound implements) incorporated into or as part of the artwork? Yes No
If Yes, fill in section C in the following section '3D-Sculpture/Integrated Works'.
- H. Are there technological components (e.g. digital media, solar panels, lighting, sound media, video) incorporated into or as part of the artwork? Yes No
If Yes, fill in sections D, E, and F in the following section '3D-Sculpture/Integrated Works'.
- I. Was digital media used to create any portion of the artwork? (e.g. digital files for porcelain enamel, cut-files for CNC machinery) Yes No
If Yes, fill in section G in the following section '3D-Sculpture/Integrated Works'.
- J. Are there landscaping components incorporated into or as part of the artwork? Yes No
If Yes, fill in section H and I in the following section '3D-Sculpture/Integrated Works'.
- K. List all vendors, contractors, or persons that had a significant role in the creation, fabrication, materials, and/or installation of the artwork that have not been identified in this section. Include contact information.

3D – Sculpture/Integrated Works

- A. Materials and fabrication techniques used in each component of artwork. For each component entry include materials, manufacturer and/or supplier information, fabrication techniques, and fabricator information.
- B. Components that received colorants¹, sealants, or protective coatings. Provide detailed information about the type and application of these coatings, including chemical composition. Attach Material Safety Data Sheets (MSDS) and manufacturer's instructions for each product.
- C. Describe the location and delivery of power and/or water supplies to or near the artwork that are utilized for the artwork. Provide detailed information about underground conduit, electrical panels and breakers, or connections to a power source.

¹ 'Colorants' can include paints, primers, colored waxes, patina chemicals, dyes, pigments, and oxides.

- D. Describe any mechanical components, their placement, and their intended use as they pertain to the artwork.
- E. Describe any technological components, their placement, and their intended use as they pertain to the artwork.
- F. List any digital media (e.g. e.g. digital files for porcelain enamel, cut-files for CNC machinery) used to create or produce the artwork. Identify artwork components and the type, size, and quality (e.g. dots per inch or pixels) of the digital media files that correspond.
- G. Are there landscape elements that are considered part of the artwork? Yes No
List the names of specific plants, rocks, or natural objects that are considered part of the artwork and describe the aesthetic and/or conceptual factors that determined their use. Also include information regarding the long term intent of the landscape components. (Attach a site map with specific locations of these landscape elements.)
- i. As the work ages, landscape elements can alter drastically and compromise the integrity of other components of the artwork, or possibly even the entire site. Conversely, some landscape components may not develop as intended. Identify any aesthetic or conceptual issues the City of Oak Harbor should consider for reduction or replacement of landscape components.
- J. List all vendors, contractors, or persons that had a significant role in the creation, construction, and fabrication of the artwork that have not been identified in this section. Include contact information.

EXHIBIT E

**TITLE
and
CERTIFICATE of AUTHENTICITY**

**NAME OF ARTWORK
DATE**

This certifies that the _____ (artwork) that was installed
_____ (location, Oak Harbor, Washington is an original
concept and personally created by

**NAME OF ARTIST
ADDRESS**

This transfer of title gives the City of Oak Harbor all rights of ownership, except copyright. The artist retains copyright as permitted under the Federal copyright Act of 1974. The title of ownership is transferable, but conditions set forth here remain in effect for any new owners. The owner has non-commercial rights, such as photographs for publication purposes and other rights set forth in the Professional Services Contract.

Dated: _____

ARTIST

EXHIBIT F
DETAILED ARTWORK REPORT – PART II

As-Built Information (Artwork Detail)

- A. Is the artwork design, materials, fabrication, or location different from the final proposal? Yes No
If yes, please describe which portions of the final proposal are different than the completed artwork.

1. Installation/Foundation

- A. Is the artwork permanently installed? Yes No
- B. Can the artwork be deinstalled without being damaged? Yes No
- C. Explain the process of deinstallation that would allow for the least amount of damage to the artwork.
- D. Describe the footing, support structure, mounting, or suspension system for the artwork. Include material type, trade name, composition, hardware specifics, vendor, etc.
- E. List the dimensions of the footing, support structure, etc.
- F. Are there elements of the footing, support structure, or mounting system that are considered part of the artwork? Yes No
- G. List the components or portions of the footing, support structure, or mounting system that are considered part of the artwork.
- H. List all vendors, contractors, or persons that had a significant role in the installation of the artwork that have not been identified in this section. Include contact information.

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As-Built Information (Installation/Foundation)

- A. Is the completed artwork installation, footing, support structure, or mounting system different from the final proposal? Yes No
 If yes, please describe which portions of the final proposal are different than the completed artwork. If the engineering requirements have been revised, please include original sets of all stamped engineering revisions.

2. Conservation/Maintenance

- A. Were additional replacement components provided to the City of Oak Harbor for future maintenance and conservation purposes? Yes No
 List the additional components, material of components, dimension, quantity.
- B. Was a mold or dye custom produced for any component of this artwork? Yes No
 Will the artist provide the City of Oak Harbor with the molds/dyes and consent to allow pieces to be produced from the molds/dyes for the sole purpose of replacing missing or broken components of the artwork? Yes No
 Will the molds/dyes remain in the artist's possession after the warranty period? Yes No
- C. Provide recommendations for annual (routine) maintenance for each material type that comprises the artwork. Include information about any specialized tools or equipment required to perform maintenance.
- D. Provide recommendations for specialized (cyclical) maintenance for each material type that comprises the artwork. Include information about any specialized tools or equipment required to perform maintenance.
- E. Describe what may be acceptable in form, surface, texture, coloration as related to the natural aging, public exposure, or use of each material.
- F. Describe conceptual elements of the artwork that need to be considered for future conservation, restoration, or re-siting efforts (e.g. position related to solstice shadow, facing magnetic North)

3. Documents Checklist

Supplemental documentation is required for specific portions of this report. Below is a convenient checklist that will indicate which information is provided by the artist or representative working on the artist's behalf.

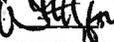
- A manual or booklet has been created to serve as a supplement to this Detailed Artwork Report.
- MSDS (Material Safety Data Sheets), manufacturer's technical information and instructions for all colorants, sealants, and protective coating systems (with exception to powder coating and porcelain enamel).
- Schematics, drawings, and/or instructions detailing the process of dismantling or deinstalling the artwork.
- Site plan detailing the specific location of all components, including landscape components, that are considered part of the artwork.
- Manufacturers' instruction manuals for all 'off-the-shelf' mechanical and technological components.
- Backup copies of software and digital media files used in the creation of artwork components, as part of the artwork technology, and/or as the artwork itself.
- Photographic documentation of installation, during and after the process.

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

Bill No. 5
Date: June 7, 2011
Subject: Trailhead Park Naming

FROM: Cathy Rosen, Public Works Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The City of Oak Harbor has established a Resolution regarding the naming of public parks. As the trailhead project located at the entrance to the Waterfront/Freund Marsh Trail on Scenic Heights Street is essentially complete, it is time to officially name the trailhead park.

AUTHORITY

City of Oak Harbor Resolution 98-06 establishes policies and procedures relating to the naming of public parks and park and recreation related facilities. The Resolution includes five criteria to consider when choosing names for public parks.

SUMMARY STATEMENT

At the February 22, 2011 Park Board meeting, the Board reviewed Park Naming Resolution 98-06, which states that it is the City's policy to choose names for public parks and park and recreation facilities based upon the site's relationship to the following criteria:

- 1) Neighborhood, geographic or common usage identification;
- 2) Natural or geological features;
- 3) An historical figure, place, event, or other instance of historical or cultural significance;
- 4) An individual (living or deceased) who has made a significant land and/or monetary contribution to the park system or who has had the contribution made "in memoriam," and when the name has been stipulated as a condition of the donation;
- 5) An individual who has contributed outstanding civic service to the City and who has been deceased for a period of at least one year.

The Resolution also indicates that the Park Board should seek public input before making a recommendation to the City Council. Subsequently, an advertisement was placed in the Whidbey News-Times and on the City's website soliciting input from the community for naming the newly develop trailhead park.

Several suggestions were received prior to the April 4 deadline and copies of these suggestions were forwarded to the Park Board for their review and consideration.

At their May 9, 2011 meeting, the Park Board considered the list of suggestions and, after discussion, they chose to recommend two names, first and second choices, based primarily on the neighborhood and common usage identification, due to the fact that the trailhead park is located on Scenic Heights Street (Criteria #1):

- 1) Scenic Heights Trailhead, OR
- 2) Scenic Heights Overlook.

STANDING COMMITTEE REPORT

The Park Naming issue was presented to the Public Works and Utilities Standing Committee on June 2, 2011.

RECOMMENDED ACTION

It is recommended that the City Council consider the Park Board's selections for naming the trailhead park:

- 1) Scenic Heights Trailhead, OR
- 2) Scenic Heights Overlook.

ATTACHMENTS

- ◆ Resolution 98-06
- ◆ Memo to Park Board re Suggested Trailhead Park Names
- ◆ Park Board Meeting Notes from the May 9, 2011 meeting

MAYOR'S COMMENTS

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAK HARBOR,
WASHINGTON, ESTABLISHING POLICIES AND PROCEDURES RELATING TO THE
NAMING OF PUBLIC PARKS AND PARK AND RECREATION RELATED FACILITIES**

WHEREAS, the City Council believes that the designation of names for public parks and park and recreation facilities should be approached cautiously, with forethought and deliberation; and

WHEREAS, the City Council further believes that the setting forth by resolution of policies and procedures relating to the naming of public parks and park and recreation facilities is in the public interest;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR,
WASHINGTON, RESOLVES AS FOLLOWS:

Section 1. It is the policy of the City of Oak Harbor to choose names for public parks and park and recreation facilities based upon the site's relationship to the following criteria:

- (1) Neighborhood, geographic or common usage identification;
- (2) Natural or geological features;
- (3) An historical figure, place, event, or other instance of historical or cultural significance;
- (4) An individual (living or deceased) who has made a significant land and/or monetary contribution to the park system or who has had the contribution made "in memoriam," and when the name has been stipulated as a condition of the donation;
- (5) An individual who has contributed outstanding civic service to the City and who has been deceased for a period of at least one year.

Section 2. The City Council shall designate the names of public parks and park and recreation facilities. The Park Board shall endeavor to obtain input from individuals and organizations before making a recommendation to the City Council. The City Council shall make its selection after receiving a written recommendation from the City of Oak Harbor Park Board. Such written recommendation shall state how the proposed name(s) meet the five criteria in Section 1. If a contest or competition is to be held to determine the name of a park or recreation facility, the Park Board shall establish guidelines and rules for the contest. No City funds shall be used for any contest prizes.

Section 3. A park's interior features and/or facilities may have names other than that of the entire park. These names are subject to criteria designated in Section 1 above and the selection process outlined in Section 2 above.

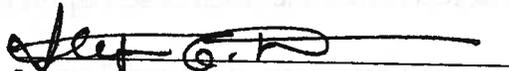
Section 4. A name once adopted should be bestowed with the intention that it will be permanent, and changes should be strongly resisted. Name changes shall be subject to the procedures herein.

Section 5. Timing is important in naming facilities, since temporary designations tend to be retained. In the development of facilities, a number designation shall be used until the formal naming of the facility.

Section 6. Following selection of a public park or park and recreation facility name by the City Council, the Parks Department will identify the specific park or facility by appropriate signing specifying the name.

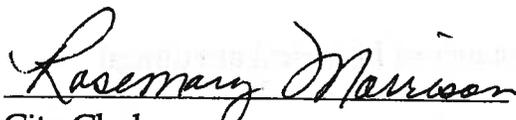
PASSED and approved by the City Council this 2nd day of JUNE, 1998

THE CITY OF OAK HARBOR



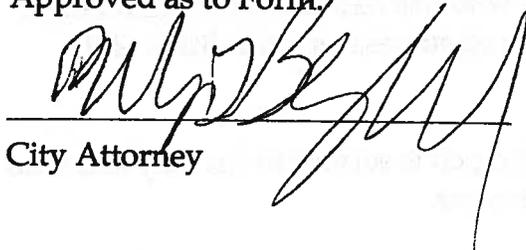
Mayor

Attest:



City Clerk

Approved as to Form:



City Attorney

OAK HARBOR PARK BOARD

TO: PARK BOARD
FROM: CAC KAMAK, AICP, SENIOR PLANNER
SUBJECT: PARK NAME FOR THE TRAILHEAD ON SCENIC HEIGHTS
DATE: 5/9/2011
CC: HANK NYDAM, PARKS

The Park Board advertised the naming process for the trailhead site on Scenic Heights in March 2011. The notice was published on March 19, 2011 in the Whidbey New Times. The deadline for accepting suggestion was April 4, 2011. The suggestions that were received were compiled for the Park Board at the April 11, 2011 meeting. The deliberation on the suggestions and formulation of a recommendation to the City Council was scheduled for the May 9, 2011 meeting.

The suggestions received are listed below in no particular order.

- Bert Letrondo Park
- Naas Park
- Freund Marsh Trailhead
- Eagle's Way
- Seascape Park
- Scenic Heights Trailhead
- Scenic Heights Overlook
- Freund Marsh Memorial Trail
- Scenic Marsh Trail
- Heritage Park
- Native American Park
- Legacy Park

The criteria to consider for naming the park in accordance with the adopted policies are provided below:

1. Neighborhood, geographic or common usage identification;
2. Natural or geological features;
3. An historical figure, place, event, or other instance of historical or cultural significance;
4. An individual (living or deceased) who has made a significant land and/or monetary contribution to the park system or who has had the contribution made "in memoriam," and when the name has been stipulated as a condition of the donation;
5. An individual who has contributed outstanding civic service to the City and who has been deceased for a period of at least one year.

The recommendations of the Park Board will be forwarded to the City Council.

OAK HARBOR PARK BOARD
Monday, May 9, 2011, 11:30 a.m.
Public Works Facility Conference Room
1400 NE 16th Avenue
Oak Harbor, WA 98277
(360) 279-4750

NOTES

1. **Call to Order/Review of Notes (April 11, 2011)** - Dee Harbour called the meeting to order. Park Board members in attendance were Dee, Daisy Sapida, Mike Wright and K.C. Pohtilla. Helen Chatfield-Weeks was unavailable. Staff members in attendance were Hank Nydam, Cac Kamak, Eric Johnston and Debbie Mueller. Ron Hancock was also in attendance.

There were no changes to the April 11 meeting notes.

2. **Flintstone Park Multi-Modal Project** - Eric Johnston indicated a government grant had been received for the development of a new structure at Flintstone Park. The structure includes a meeting room, indoor restrooms and an outdoor covered picnic shelter, as well as new sidewalks, landscaping, irrigation and lighting. The architecture will closely match the Island Transit station across the street. Eric said permits have been submitted and staff will advertise for bids in August, with construction estimated to begin in September and be completed near the end of the year.

Mike asked whether or not trees will be removed at the site. Hank responded that the valuable trees, such as the large pin oaks and Garry Oaks will remain. He added that the existing flagpole will be returned to its original home on the Seaplane Base and will eventually be replaced with a new one. Ron Hancock asked if there would be parallel parking. Eric said yes. Ron stated that he has frequently observed citizens parked facing the waterfront, and that the elderly, handicapped and bereaved find it therapeutic to enjoy the waterfront from within their vehicles. He asked that this be considered. Eric said parallel parking is included in the plan and that "head in" or angle parking would encroach on the current design. He said it may also mean less parking availability as well as the need to re-address ADA accessibility, storm water controls, etc. Hank added that there are currently two sites at Windjammer Park for parking and viewing the waterfront. Mike asked about the occupancy of the building/meeting room. Eric estimated that it could hold 100-120 people.

Dee asked if it has been considered to place the new flagpole on top of the building. Hank stated that the plan includes a future flagpole in nearly the same location as it's in currently. Eric added that access is a consideration and it would be easier for staff to raise and lower the flag from its current location rather than having to get access to the building, climb a ladder, and address fall protection, etc. Hank said they could consider a flag display inside the building, which would hold up better than having it out in the weather. Dee indicated that she would like her request considered. Mike asked about the future of the pier project. Eric said the multi-modal project is separate, but would not interfere with a future pier project, should funding be acquired.

3. **Gift Catalog Update** – Hank indicated that the Park Board had been given copies of the Gift Catalog at the last meeting to review. He stated that he has included a few minor updates, but the content remains essentially the same. Hank said the descriptions of the pocket parks on Pioneer Way were clarified, more benches and a new bridge were identified for Freund Marsh, and pricing was updated. He also asked if they would like to have the Mayor review the “Mayor’s Statement”. It was indicated by the Park Board that they would like to give the Mayor’s office an opportunity to update it.

Dee asked if copies of the Gift Catalog could be distributed to the local mortuaries. Hank responded that would be a good idea. Ron Hancock said Firefighter’s Corner (one of the Pioneer Way pocket parks) is not on any of the City’s maps. He added that he is working with other entities regarding sponsoring banners as a memorial tribute. Hank said he and Cac are working on maps which will identify City parks, including Firefighter’s Corner.

MOTION: Moved by Mike Wright, seconded by Daisy Sapida, unanimously approved to accept the annual updates to the Gift Catalog.

4. **Scenic Heights Trailhead Kiosk Design** – Hank handed out copies of the graphic designs for the kiosk. He said the kiosk design will include three two-sided panels which will contain historic information and a map of the original land claim, a map of the waterfront trails as well as future trail plans, and a panel with wire mesh on which many items can be attached, such as event notifications, brochures identifying local plants, etc. Hank added that this kiosk design may be used in other parts of the community in the future.

Ron Hancock asked if the earlier lighthouse design was still being considered. Cac said no, there were too many issues in terms of cost and construction, and this design would be more in line with the Windjammer Marketing Plan. Hank added that a structural engineer will need to approve the plan. Dee asked when the trail would extend to the waterfront. Hank said the next link of the trail will eventually head in that direction. He said they will come back to the Park Board at a later date for final approval of the interpretive signage and panel design. Cac said the Park Board members could submit their comments and/or ideas at the next meeting.

5. **Parks Update**
- There are two large soccer events scheduled at Ft. Nugent Park, an island wide soccer jamboree which is usually held at the south end of the island, Soccer Fest, scheduled for June 4; and the annual Rock On 3 x 3 Soccer Tournament, scheduled for Memorial Day weekend.
 - The Smokehouse will soon be replaced with a temporary shelter until construction of a new shelter can be completed. The new design is planned to be similar to the outdoor covered picnic shelter which will be built at Flintstone Park.

6. **Park Naming** – Cac indicated copies of the park naming suggestions had been handed out to the Park Board at a previous meeting for their review and consideration. He stated that staff had placed an advertisement in the Whidbey News-Times in March, requesting input from the community for naming the trailhead park and received several suggestions prior to the April 4 deadline. Cac passed out a memo summarizing the suggestions from the community. He recommended that the Park Board choose two options, prioritized, to be forwarded to the City Council for their consideration.

Mike said he likes “Scenic Heights” as it is descriptive of the location, as per the park naming criteria. Dee said she likes “Scenic Marsh Trailhead”. Daisy agreed with Mike, that she also likes “Scenic Heights Trailhead”. K.C. said she also likes “Scenic Heights” but the Freund family has given a lot of land to the City.

Hank stated that there will be more opportunities as we develop more trail and park areas to honor civic leaders by naming parks or public facilities after them. Ron Hancock said he had turned in three suggestions and would like the Park Board to consider naming the trailhead “Legacy Park” as we all have ownership in our country and the freedom we’ve received from the military. He added that “Legacy Park” gives a nod toward our heritage and it is a valuable name. Ron said the commitment our leaders left us is our legacy and sets the pace for all to give back to the community. He said the trail system gives us a tremendous opportunity to teach future citizens about the region and recommends “Legacy Park” as the new name for the trailhead.

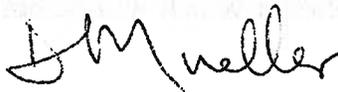
MOTION: Moved by Mike Wright, seconded by Daisy Sapida, unanimously approved to name the trailhead 1) Scenic Heights Trailhead or 2) Scenic Heights Overlook, based on the City’s criteria for park naming (Resolution 98-06), and forward the recommendation to the City Council.

Cac indicated that the Park Board would be informed when the issue will go before the City Council for approval. Hank asked the Park Board if they had interest in discussing naming future park structures for civic leaders. Mike said they could talk about this at the next meeting.

- ♦ Mike asked about the fundraising progress for the memorial to the City’s founding fathers. Hank indicated he had heard from Sue Karahalios and fundraising is ongoing.
- ♦ Dee asked if new entryways to Windjammer Park are being planned. Hank indicated there is room for improvement and, with planning for the future new treatment plant, new park signage may be included in the design work.

Being no further business, the meeting adjourned.

Respectfully submitted,



Deborah Mueller
Public Works Administrative Assistant

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

Date: ⁶ June 7, 2011
Subject: Low Impact Development –
Proposed Code Amendments

FROM: Steve Powers, Development Services Director
Ethan Spoo, Senior Planner

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents code amendments to City Council affecting Titles 11, 19, and 21. The amendments will promote and establish a review process for the use of Low Impact Development (LID) stormwater treatment techniques.

AUTHORITY

Amendments to the City's code are Review Process V Decisions per Chapter 18.20 OHMC. Under this process, the Planning Commission is required to form a recommendation with City Council designated as the final decision-making authority. Additionally, RCW 36.70.A.040 gives the city "legislative body" the authority to adopt development regulations.

BACKGROUND

What is LID?

LID is a set of stormwater practices which mimic natural water flow and filtration processes. Conventionally, stormwater has been treated by capturing it in pipes and conveying to a stormwater pond or to regional water bodies, such as the Puget Sound. More recently, the thinking on stormwater has gravitated from conveyance (the old method) to emphasize infiltration/LID (the new method). Thus, LID attempts to infiltrate stormwater into the ground where pollutants can be filtered by vegetation and natural processes in the soil. Studies show LID more effectively removes these pollutants from stormwater. For this reason, it has been promoted by the Federal Government, State of Washington and the environmental community. Examples of LID practices include, raingardens, pervious surfaces, green roofs, narrow roads, native vegetation areas, and careful grading techniques.

LID has generally been found in studies to be cost competitive with conventional stormwater infrastructure. A 2007 study conducted by the U.S. Environmental Protection Agency found that use of LID techniques reduced overall stormwater development costs. A study by ECONorthwest, an economics firm, came to a similar conclusion. While there

is very little information on the maintenance costs of LID, anecdotal evidence suggests that maintenance costs can be higher for LID, depending on the specific LID practice used.

Project History

In 2007, the City of Oak Harbor was awarded a technical services grant from the Puget Sound Partnership (PSP) to help us identify barriers in the municipal code to the implementation of LID. PSP did not identify barriers in the City's code preventing applicants from using LID techniques in the City. In fact, the City has allowed LID practices to be installed on a site-by-site, case-by-case basis in the past with the approval of the City Engineer.

PSP's consultant, AHBL, working with the City in 2008, suggested revisions to our code, and provided the City draft code language in 2009. In 2010, staff worked with Planning Commission in a series of work sessions to further craft and refine the code to meet our local conditions. Having received a recommendation of approval from the Planning Commission on March 29, 2011, staff present the draft code to Council for your review, with Planning Commission's comments incorporated.

NPDES Phase II Permit

Aside from the immediate history of this project, it is also important to note the broader regulatory and policy context for LID. The City's NPDES Phase II permit, condition S5.C.4(a)iv states that the City is required to adopt code provisions which:

"...allow non-structural preventive actions and source reduction approaches such as Low Impact Development Techniques (LID), measures to minimize the creation of impervious surfaces and measures to minimize the disturbance of native soils and vegetation. Provisions for LID should take into account site conditions, access and long-term maintenance."

Therefore, the City is required at a minimum, to allow for LID stormwater treatment techniques by the NPDES Phase II permit. It is expected that the next version of this permit may require the use of LID as the treatment type of choice. The City amended Title 12 (Stormwater) in 2010 to meet the above condition in the municipal stormwater permit. The new LID code (Titles 11, 19, and 21), if adopted, will give staff a basis by which to review new LID facilities.

DISCUSSION

Proposed Amendments

The draft code amendments affect three titles of the municipal code: Titles 11 ("Streets and Sidewalks"), Title 19 ("Zoning"), and Title 21 ("Subdivisions"). Although there are a large number of changes in these titles, the amendments can be boiled down to four basic LID concepts:

1. **LID Streets.** The draft code proposes two new local residential street sections. Both street sections make use of bio-retention (raingarden) facilities outside of the public right-of-way to capture and treat stormwater. The first

street section has a 50-foot right-of-way, with no on-street parking. The second street section has a 60-foot right-of-way with one lane of on-street parking. These two, new street sections are shown in Attachment 1. The two new street sections will result in changes to Titles 11 and 21.

2. **LID Parking.** In an effort to reduce the amount of stormwater-generating impervious surface, the draft code places a maximum limit on the number of parking spaces for new uses. Parking spaces in excess of 125% of the minimum are required to be a pervious surface or treat this stormwater runoff using another LID technique (i.e., raingardens). An administrative variance is necessary for any parking spaces exceeding 150% of the minimum number. The parking maximum is 200% of the minimum required number of spaces. The above parking requirements apply to all uses with fifty (50) spaces or more. Parking code changes will affect Chapter 19.44 of the municipal code.
3. **Native vegetation areas.** Native vegetation areas are undisturbed portions of a site that reduce impervious area and treat stormwater naturally. The draft code proposes that between five percent (5%) and fifteen percent (15%) of the site area for new developments be preserved as native vegetation areas. The native vegetation area concept will incorporate the tree retention concept already in place. Staff believe native vegetation areas will create better results for the community and more flexible regulations for applicants than the existing tree retention code. In the past, the tree retention concept has resulted in scattered remnant trees on a site which are susceptible to blown down during storms. The native vegetation concept promotes groups of trees, rather than scattered specimens, promoting healthier trees and conferring greater benefits (air quality, water quality, buffering) to the community. Furthermore, native vegetation areas can be placed anywhere on a site, including within critical areas and required landscape areas. In contrast, under the present code applicants have less flexibility in the location of tree retention areas since these areas cannot overlap with critical areas or site landscaping.
4. **Clearing and grading practices.** Environmentally-friendly clearing and grading practices are a central tenant of LID. The manner in which a site is cleared and/or graded can have significant impacts on stormwater quality due to erosion and sediment movement into waterways. The draft code proposes to adopt a suite of clearing and grading practices meant to reduce erosion and more effectively capture sediments. These clearing and grading practices include the following:
 - The ability for the Director to require additional erosion controls if the initial ones are not working;
 - Protection of native soils, where feasible;
 - Protection of critical areas during construction;
 - Protection of cut and fill slopes;
 - Seasonal grading requirements; and
 - Protection of native vegetation areas during construction.

Implementation of Amendments

Just as important as the LID concepts themselves is the issue of whether the City establishes them as mandatory, incentive-based, or voluntary. The following table illustrates what is proposed under the draft code:

LID Concept	Mandatory	Incentive-based	Voluntary
LID Streets		X	X
LID Parking	X		
Native vegetation areas	X	X	
Clearing and grading practices			X

After an introduction to the concept by staff, the Planning Commission expressed a desire to see the use of mandatory parking maximums in order to limit the size of large commercial parking areas that see infrequent use. Large retailers may choose to build more parking than is required to serve their customers on typical shopping days. The excess parking may only be used during peak holiday shopping periods a few times per year, but remain unused otherwise. There is a tradeoff between having this additional, infrequently used parking and creating more stormwater runoff which leads to the need for more public infrastructure. To help reduce the amount of hard surface and curb public stormwater costs, the Planning Commission recommended parking maximums, a concept which is being used in other jurisdictions across the country.

The use of native vegetation areas is proposed to be mandatory because they would replace mandatory tree retention requirements now in existence. The draft code also offers up incentives in the form of variable setbacks and reduced minimum parking requirements to accommodate native vegetation areas.

The proposed clearing and grading practices are voluntary with implementation based on feasibility. Staff and Planning Commission recognized that each site is unique when it comes to grading challenges. The new grading and clearing practices, if adopted, will help staff review proposed grading plans against the "ideal situation", but allow for adjustments where full implementation of the ideal is not possible.

The use of LID streets is voluntary. It is possible that built-in incentives exist since construction of an LID street is anticipated to be less expensive than that of a standard street. Until maintenance procedures, costs, and street design have been vetted with real-life examples, staff and Planning propose to make LID streets voluntary.

PLANNING COMMISSION:

At its March 26, 2011 meeting, the Planning Commission recommended approval of the draft code with one revision. The revision was to include language that the parking maximum requirements apply to all projects with a value of sixty percent (60%) or more of the assessed property value. Building remodels, site retrofits or redevelopment which amount to less than sixty percent (60%) of the assessed property value would not be

June 7, 2011 – LID Code Amendments

City Council

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required to meet these requirements. This threshold will allow some level of property improvements to be made without requiring reconstruction of the parking lot. As requested, staff have inserted language to this effect in Section 19.44.105 and it is this version of the code which has been presented to the City Council.

STANDING COMMITTEE REPORT:

The Governmental Services Standing Committee was briefed on these code amendments on April 12 and May 10, 2011. The Public Works Standing Committee was briefed on these code amendments on April 7 and May 5, 2011.

At the Public Works and Governmental Services standing committee meetings, members raised an issue regarding how the pervious parking requirement and the parking maximums work together. More specifically, committee members wanted to know why a parking maximum of 200% is necessary to reduce impervious surfaces, if the draft code requires that all spaces above 125% of the minimum be pervious? In other words, what is the public interest in setting a parking maximum if hard surface area is already limited by the pervious surface requirement? The answer to this question lies in the feasibility of installing pervious surfaces. The new code, in section 19.44.105, requires pervious parking for all spaces above 125% of the minimum number, "*wherever soil conditions make infiltration feasible.*" In some cases, soils do not drain well and it is not feasible to require applicants to use pervious surfaces. In such instances, the parking maximum of 200% will serve as a backstop in limiting the total amount of hard surface on a site.

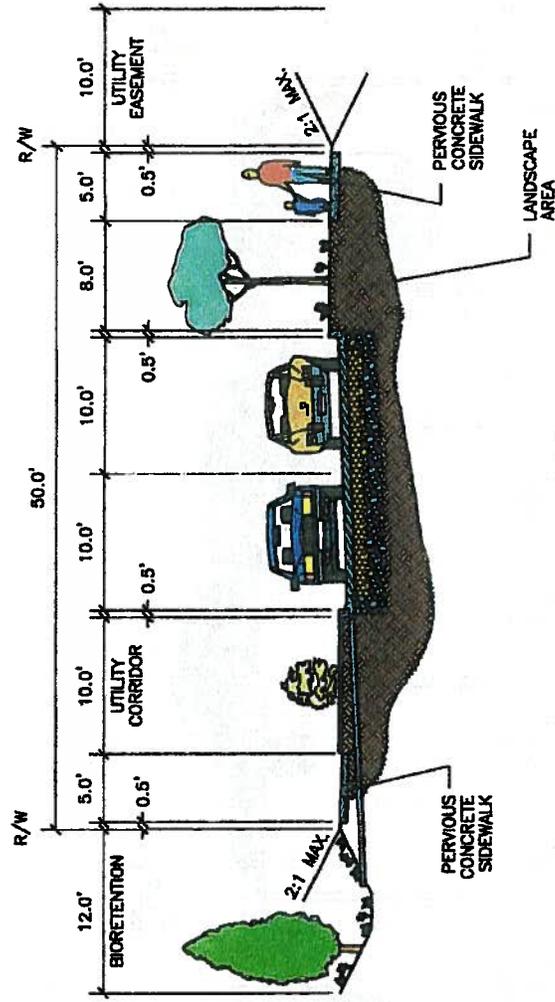
RECOMMENDED ACTION:

1. Conduct the public hearing.
2. Approve the proposed amendments to Titles 11, 19, and 21 promoting the use of LID stormwater management techniques, as recommended by the Planning Commission.

ATTACHMENTS:

- Attachment 1 – LID Street Sections
- Attachment 2 – Draft code amending Title 11 "Streets and Sidewalks"
- Attachment 3 – Draft code amending Chapter 19.44 "Parking"
- Attachment 4 – Draft code amending Chapter 19.46 "Landscaping"
- Attachment 5 – Draft code amending Title 21 "Subdivisions"
- Attachment 6 – Planning Commission Minutes from January 25, February 22, and March 29, 2011.

"LOW IMPACT DEVELOPMENT" STREETS



NOTES:

1. "LOW IMPACT DEVELOPMENT" STREETS ARE INTENDED TO SERVE AREAS WITH ZONING LESS THAN R-8 CLASSIFICATION.
2. SPECIFIC TREATMENT TO BE USED REQUIRES APPROVAL FROM PUBLIC WORKS DEPARTMENT.

TYPICAL STREET SECTION
LOW IMPACT DEVELOPMENT
50' ROW

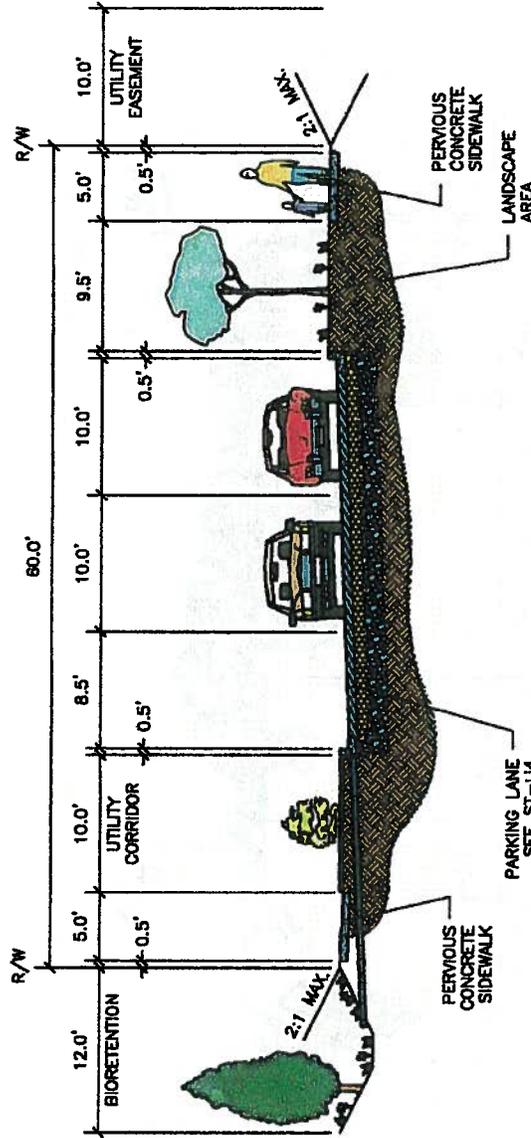
City of
Oak Harbor
ENGINEERING DEPARTMENT
885 SE Barrington Drive
Oak Harbor, WA 98277



REVISED 3-22-11

105

"LOW IMPACT DEVELOPMENT" STREETS



NOTES:

1. "LOW IMPACT DEVELOPMENT" STREETS ARE INTENDED TO SERVE AREAS WITH ZONING LESS THAN R-8 CLASSIFICATION.
2. SPECIFIC TREATMENT TO BE USED REQUIRES APPROVAL FROM PUBLIC WORKS DEPARTMENT.

City of Oak Harbor
 ENGINEERING DEPARTMENT
 800 SE Barnhart Drive
 Oak Harbor, WA 98277

**TYPICAL STREET SECTION
 LOW IMPACT DEVELOPMENT
 60' ROW**

REVISED 3-22-11

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING CHAPTER 11.17 OF THE OAK HARBOR MUNICIPAL CODE ENTITLED "STREET DESIGN STANDARDS" INCORPORATING LOW IMPACT DEVELOPMENT STORMWATER MANAGEMENT PRACTICES IN STREET DESIGNS.

WHEREAS, the City of Oak Harbor's Comprehensive Plan in Environment Policy 2(h) says "the City should provide incentives to utilize Low Impact Development techniques for new development and redevelopment projects that will further promote resource protection and stewardship. Such incentives may include density credits, street width and/or parking requirement reductions, stormwater fee credits, landscape/park requirement credits, and/or expedited permit review processing. The City should also provide educational materials through pamphlets or web links to the public to educate the public on low impact development" and;

WHEREAS, the City of Oak Harbor finds that Low Impact Development is a non-structural approach for managing stormwater from new and redeveloped sites which has been found by multiple professional and academic studies to have less impact on the environment, especially water quality, than conventional approaches for treating stormwater and;

WHEREAS, the City of Oak Harbor finds that Low Impact Development techniques are, in most cases, cost competitive or less expensive to install than conventional stormwater infrastructure and;

WHEREAS, the City finds that Low Impact Development techniques promote higher property values by using vegetated raingardens, native vegetation areas, and pervious pavements which are considered to be more aesthetically appealing than conventional stormwater techniques and;

WHEREAS, the City of Oak Harbor finds that the Oak Harbor Municipal Code currently does not have standards for incorporating Low Impact Development in site designs, that having such standards will further promote the use of Low Impact Development stormwater treatment techniques, and will help City staff review these projects more efficiently and;

WHEREAS, the City of Oak Harbor conducted seven (7) work sessions on the proposed code updates with the Planning Commission which were open to the public on the following dates: October 27, 2009, November 24, 2009, January 26, 2010, February 23, 2010, March 23, 2010, April 27, 2010, and May 25, 2010 and;

WHEREAS, the City of Oak Harbor conducted a public meeting before the Planning Commission on January 24, 2010 and opened a public hearing on February 22, 2011 which was closed on March 29, 2011, and;

WHEREAS, the Oak Harbor Planning Commission recommended approval of the subject ordinance to the City Council and;

WHEREAS, the City of Oak Harbor issued Notice of Application on February 12, 2011 and Determination of Non-Significance (DNS) on March 11, 2011 for a SEPA Environmental Checklist in accordance with Chapter 43.21 RCW and;

WHEREAS, the City of Oak Harbor provided a 60-day comment period which began on March 17, 2011 and ended on May 17, 2011 to the Washington State Department of Commerce in accordance with Section 36.70A.106 RCW

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

Section One. Chapter 11.17 of the Oak Harbor Municipal Code, last amended by Section one of Ordinance 1430 in 2005, is hereby amended to read as follows:

Chapter 11.17

STREET DESIGN STANDARDS

Sections:

11.17.010 General requirements.

11.17.020 Standard specifications.

11.17.030 Inspection and fees.

11.17.040 ~~Required improvements.~~ Minimum required improvement standards

11.17.050 Clearing and grading.

11.17.060 Monuments.

11.17.070 Street and block layout.

11.17.075 ~~North Whidbey Enterprise Area street standards.~~

11.17.080 ~~Other standards.~~ Right-of-way requirements

11.17.090 ~~Variance~~ North Whidbey Enterprise Area street standards.

11.17.100 Street geometry.

11.17.110 Other standards [cas].

11.17.120 Variance

11.17.010 General requirements.

- (1) These street standards shall apply to all development within the city of Oak Harbor. The improvements specified under this chapter are necessary prior to issuance of a building permit for any lot, parcel or tract which has access to such street. Bond or equivalent assurances pursuant to the Oak Harbor Municipal Code (OHMC) may be provided in lieu of construction so long as the required improvements are in place prior to occupancy of the premises for which the building permit is provided.
- (2) Building permits may be issued without complying with the provisions of this chapter:
 - (a) For lots or parcels with frontage on streets that:
 - (i) Were constructed and dedicated to the city prior to October 1, 2004; and
 - (ii) Met minimum street standards at the time of construction.

- (b) Building permits for remodeling, repair or restoration of existing buildings not exceeding 60 percent of the assessed valuation of the structure may be issued without compliance with this chapter.
- (3) Exception authorized under subsection (2) of this section shall not apply when:
- (a) Street improvements are required by concurrency requirements of the Oak Harbor Municipal Code or by SEPA analysis;
 - (b) The regulations under the Oak Harbor Municipal Code requires sidewalks as a pedestrian amenity for the development; or
 - (c) Required by Local Improvement District [LID]^[cas2] assessment.
- (4) If street improvements are required by this chapter or Chapter 11.16 OHMC and before any building permit is issued, the property owner shall submit to the city engineer to obtain city approval of plans and profiles of the proposed street, drainage plans and profiles, sewer and water plans and profiles, and right-of-way section drawings, including utility line placement. All design drawings and construction inspections shall be completed under the supervision of the developer's engineer, as defined in this title.

11.17.020 Standard specifications.

The adopted DOE standards and standard specifications for municipal public works construction prepared by the Washington State chapter of the American Public Works Association and standard specifications in accordance with the latest edition of the Oak Harbor water systems plan, comprehensive Oak Harbor sewer system plan and Oak Harbor comprehensive plan shall be hereinafter referred to as the "standards" and said standards together with the laws of the state of Washington and the ordinances of the city of Oak Harbor, so far as applicable, shall apply except as amended or superseded by special provisions.

11.17.030 Inspection and fees.

The engineering department shall be responsible for approving all engineering drawings, the final inspection and acceptance of all street improvements. A charge for staff review, inspection and administrative time shall be prepared by the city engineer and billed to the developer. The charge shall be based on the city's hourly cost plus fringe benefits as a percentage of the hourly labor rate.

11.17.040 Required improvements. Minimum required improvement standards^[cas3]

- (1) Minimum improvements along contiguous arterials and one-half of all other abutting streets shall consist of paved streets, curbs, gutters, sidewalks, monuments, sanitary and storm sewers, street lights, water mains, street name signs and all appurtenances thereto in accordance with specifications approved by the city engineer or adopted by OHMC 11.17.020^[cas4].
- (2) The city engineer shall determine the minimum required improvements. At a minimum, streets shall be constructed in accordance with their classification as determined by the comprehensive plan transportation element. The city engineer may require the submission of a professionally prepared traffic impact analysis to assist in determining the minimum street improvements required of any development. It is further provided that improvements of adjoining streets shall be

required only if there is substantial use of the street by the development in question.

- (3) Low Impact Development (LID) best management practices, such as permeable surfacing alternatives and on-site stormwater management facilities, are encouraged for street improvements; where site and soil conditions make LID feasible. Permeable surfacing and LID stormwater management facilities shall be constructed in accordance with the LID Technical Guidance Manual for Puget Sound (January, 2005 edition) and the manufacturer's recommendations. Permeable surfacing includes, but is not limited to: paving blocks, turf block, pervious concrete, porous asphalt, and other similar approved materials. Alternative surfacing methods may be approved for parking areas, emergency parking areas, private roads, road shoulders, bike paths, walkways, patios, driveways, and easement service roads unless site constraints make use of such materials detrimental to water quality. Use of permeable surfacing methods shall meet the imposed load requirements for fire apparatus, and shall be subject to review and approval by the Oak Harbor Public Works Department (Engineering Division) and the Fire Marshal [cas5].

11.17.050 Clearing and grading.

All streets, roads and alleys shall be graded to their full width so that pavement and sidewalks can be constructed on the same plane. Before grading is started, the entire right-of-way area shall be cleared of all stumps, roots, brush, other objectionable materials, and all trees not intended for preservation.

11.17.060 Monuments.

Concrete Brass monuments in cases shall be set at controlling corners and points of curvature in each street, and at all street intersections. All surveys shall be of third order accuracy. The use of state plane coordinates is encouraged.

11.17.070 Street and block layout

- (1) ~~The street layout should provide for the following:~~
- (a) ~~The location of all principal, collector and minor arterials must conform to the circulation element of the Oak Harbor comprehensive plan, as now in effect or hereafter adopted;~~
 - (b) ~~Continuity and continuation of adjoining streets and arterials;~~
 - (c) ~~Access generally extended to boundaries of the tract;~~
 - (d) ~~Streets generally parallel with contour lines where practicable;~~
 - (e) ~~Streets intersecting at right angles or as nearly as possible and T-intersection design shall be utilized insofar as practical;~~
 - (f) ~~All streets dedicated shall be full width except along the boundary lines of the property. Half width streets may be permitted along the boundaries of a development upon approval therefor and if traffic study demonstrates that more is not needed. Dedication shall be required if use is made of the street by the property being developed;~~

- (g) ~~Alleys shall be a minimum of 20 feet wide and paved. Alleys may be required in residential areas and to service all properties abutting arterials. Alleys may be required in all commercial and industrial areas; and~~
- (h) ~~Access and utility easements for residential areas may be permitted in lieu of alleys. All utility easements shall contain access provisions for purpose of maintenance.~~
- (2) ~~Where possible, blocks shall have sufficient width to provide for two rows of lots, each of which shall have a minimum depth of 90 feet.~~
 - (a) ~~Pedestrian walkways seven feet in width may be required to provide circulation of pedestrians. These are to be paved in concrete.~~
 - (b) ~~The number of intersecting streets with major arterials of all classes shall be held to a minimum.~~
- (3) ~~Street Grades:~~
 - (a) ~~The minimum grade on any street shall be 0.50 percent unless otherwise approved by the city engineer.~~
 - (b) ~~Maximum grades shall not exceed the following grades unless otherwise approved by the city engineer:~~
 - (i) ~~Residential streets: 10 percent;~~
 - (ii) ~~Collector arterials: 10 percent;~~
 - (iii) ~~Minor arterials: 10 percent;~~
 - (iv) ~~Principal arterials: eight percent.~~
- (4) ~~Street Right-of-Way Requirements:~~

	Right-of-Way Width (in feet)	Width of Pavement (in feet)	Sidewalk Width (in feet)	
			Residential	Commercial
Principal Arterials	60	44	6	6
Collector Arterials	60	44	5	6
Neighborhood Streets	50-60	36-44	5	
Alleys	20	16		

- (a) ~~Increased Right of Way Requirements. The city engineer may require that street widths be increased from suggested street width above to provide for traffic movement and to reduce or eliminate traffic congestion.~~
- (b) ~~Horizontal Curves. Where a deflection angle of more than 10 degrees in the alignment of a street occurs, a curve of reasonably long radius shall be introduced on streets 60 feet or more in width, the centerline radius of curvature shall be not less than 300 feet; on other streets, not less than 100 feet subject to review and approval by the engineering department.~~
- (c) ~~Vertical Curves. All changes in grade shall be connected by vertical curves of a minimum length of 200 feet unless otherwise specified by the engineering department.~~

- (d) ~~Tangents. A tangent of at least 200 feet in length shall be provided between reverse curves for principal and minor arterials; 150 feet for collector streets; and 100 feet for residential access streets. The city engineer may authorize the modification of the above requirement when it can be shown that the minimum tangents would be impractical and where there would be no impact on traffic safety standards.~~
- (e) ~~Street intersections with centerline to centerline offsets of less than 125 feet shall not be allowed.~~
- (f) ~~Streets that end within a subdivision which will be extended in the future must be designed at least 200 feet beyond the limits of the subdivision.~~
- (5) ~~Dead end streets may be permitted where the proposed dead end street will not adversely affect the traffic flow and circulation within the area. Dead end streets shall terminate in a circular turnaround at least 80 feet in diameter. Recommended maximum length is 300 feet. The maximum allowable length is 400 feet, measured from center of intersection to center of cul-de-sac.~~
- (6) ~~Alleys or easements for utilities or pedestrian access having a total width of 20 feet may be required along rear or side lot lines.~~
- (7) ~~At street intersections, property line corners shall be rounded by an arc, the minimum radius of which shall be 20 feet. No rounding shall be required for the intersection of an alley with a street.~~

The standards in this section address pedestrian, vehicular and bicycle traffic flow on a site as it relates to surrounding sites. These provisions create continuous, multimodal connections across properties and developments of different ownership. In so doing, these standards facilitate the efficient and safe movement of pedestrians, bicycles and vehicles, giving each mode multiple route choices from origins to destinations.

- (1) Streets, sidewalks, pedestrian or bike paths, shall be linked within and between neighborhoods to create a continuous and interconnected network of roads and pathways;
- (2) Local Streets, Arterials and Collectors shall be extended to the boundary of the development, unless an exceptional circumstance of topography, critical areas or existing development prohibits the extension. Provided, that if an adjacent property has a reasonable likelihood of redeveloping in the future, the City Engineer may require a street stub. Streets that end within a proposed development which will be extended in the future must be designed at least 200 feet beyond the property boundary of the proposed development and shall be shown on the preliminary plat document.
- (3) The location of all Principal Arterials, Minor Arterials, and Collectors must conform to the Transportation Element of the Oak Harbor Comprehensive Plan;
- (4) All streets dedicated shall be full-width except along the boundary lines of the property. Half-width streets may be permitted along the boundaries of a development upon approval and in compliance with 11.17.040 OHMC where reasonably necessary as a direct result of the proposed development.
- (5) The number of intersecting streets with Principal or Minor arterials shall be held to a minimum.
- (6) Street intersecting at right angles or as nearly as possible and T-intersection

design shall be utilized insofar as practical.

- (7) Alleys provide secondary access to an abutting property. Alleys may be considered as a design solution to provide vehicular or service access to residential, commercial, and industrial properties according to the following provisions:
 - (a) When alleys are proposed, they may be publicly dedicated and maintained or privately owned and maintained. All alleys which are dead-ends and do not provide a through connection to the other side of the block shall be privately owned and maintained.
 - (b) The dimensions of alleys must conform to Table 11.17-2.
 - (c) Alleys may be required by the city engineer as a design solution to serve residential properties which front on Arterials and Collectors and to minimize the number of driveway accesses on these streets. Alleys may also be required by the city engineer in commercial and industrial areas.
 - (d) Where private alleys are proposed, access and utility easements for residential areas may be permitted in lieu of public dedication. All utility easements shall contain access provisions for purpose of public utility maintenance^{cas7L}.

11.17.075 — North Whidbey Enterprise Area street standards

- (1) ~~The standards contained in this section apply to the North Whidbey Enterprise Area as identified in Exhibit C of the Urban Growth Area Interlocal Agreement between Island County and the city of Oak Harbor, a copy of which is on file with the city clerk and available for public inspection.~~
- (2) ~~Street Right of Way Requirements:~~

	Right-of-Way Width (in feet)	Width of Pavement (in feet)	Sidewalk Width (in feet)
Industrial Arterial	60	46	None
Industrial Collector	50	30	None
Industrial Local	50	30	None

- ~~— The city engineer may increase the right of way requirements for cut slopes or other engineering needs when recommended by a traffic study.~~
- (3) ~~Typical street cross sections for uses within the North Whidbey Enterprise Area and incorporating the requirements of subsection (2) of this section are on file with the city clerk~~^{cas8J}.

11.17.080 — Other Standards

- (1) ~~Sidewalks:~~
 - (a) ~~Sidewalks shall be installed on both sides of all streets, along dead end streets and around cul-de-sacs. No physical obstructions such as poles and fire hydrants shall be constructed in the sidewalk. Sidewalks shall be a minimum of five feet wide and four inches thick. Where rolled curb has~~

been approved by the city engineer all sidewalks adjacent will be a minimum thickness of six inches.

- (b) ~~On streets where a proposed subdivision adjoins an existing subdivision or existing street dedication and the existing subdivision or existing street dedication does not meet city standards, the developer shall, as a minimum, be responsible for installing sidewalks on both sides of all streets within the proposed subdivision and on one side on streets around the perimeter of the proposed subdivision.~~
- (c) ~~All sidewalks shall be completed prior to an occupancy permit being granted for any new building.~~
- (2) ~~Other Utilities:~~
 - (a) ~~Street light standards and fixtures shall be provided to supply adequate lighting for the safety and convenience of the public.~~
 - (b) ~~Other utilities which are within a reasonable distance to the platted area shall be installed to provide electricity, natural gas, telephone, television cable, and other services to the platted area. Said utilities shall be restricted to underground installation.~~
 - (c) ~~All utilities (water, sewer, and electrical, and if available, gas and TV cable) shall be installed to the property line prior to acceptance of the public improvements.~~
- (3) ~~Traffic Control Devices. The developer shall install street name signs and traffic control signs and/or improvements and devices other than traffic signals to the satisfaction of the city engineer. The city may install such signs and devices at the expense of the developer.~~
- (4) ~~All utilities except water, sewer and storm sewer will be installed behind the sidewalk.~~

11.17.080 Right-of-Way requirements

Table 11.17-2 gives the minimum required dimensional standards for each functional street type listed in the Transportation Element of the Oak Harbor Comprehensive Plan. All newly proposed public streets must conform to the requirements in Table 11.17-2, unless an alternative Local Residential Street design has been approved per sections 21.60.070 or 21.60.080 OHMC.

<u>Street Type</u>	<u>Right-of-way width *</u>	<u>Face of curb to-face of curb width</u>	<u>Sidewalk width each side</u>	<u>Landscape strip width each side</u>	<u>Bike lane width each side</u>
<u>Principal Arterial, 4-lane</u>	<u>97 - 105 feet</u>	<u>52 feet without bike lanes, 60 feet with bike lanes. Landscaped median is 12 feet.</u>	<u>8 feet</u>	<u>12 feet</u>	<u>4 feet.</u>

<u>Minor Arterial, 2-lane</u>	<u>80 feet</u>	<u>47 feet, with 11 foot center turn-lane</u>	<u>5 feet</u>	<u>10.5 feet</u>	<u>5 feet</u>
<u>Minor Arterial, Industrial</u>	<u>60 feet</u>	<u>38 feet</u>	<u>none</u>	<u>6 feet (bioswale)</u>	<u>4 feet</u>
<u>Collector w/ bike lanes</u>	<u>66 feet</u>	<u>48 feet</u>	<u>5 feet</u>	<u>3 feet</u>	<u>5 feet</u>
<u>Collector, Industrial</u>	<u>50 feet</u>	<u>26 feet</u>	<u>none</u>	<u>6 feet (bioswale)</u>	<u>4 feet, one side</u>
<u>Local Residential - Narrow</u>	<u>50 ft</u>	<u>28 feet with one parking lane. Or 28 feet including two 4-foot bike lanes and no parking</u>	<u>5 feet</u>	<u>5 feet</u>	<u>4 feet, optional</u>
<u>Local Residential, Wide</u>	<u>60 feet</u>	<u>36 feet parking on both sides. Or 36 feet with parking on one side and 4-foot bike lanes on both sides.</u>	<u>5 feet</u>	<u>5 feet</u>	<u>4 feet, optional.</u>
<u>Local LID Street #1</u>	<u>50 feet</u>	<u>20 feet (two 10-foot travel lanes).</u>	<u>5 feet</u>	<u>8-foot planter strip on elevated side. 10-foot utility corridor on basin side. Bioretention outside of right-of-way</u>	<u>none</u>
<u>Local LID Street #2</u>	<u>60 feet</u>	<u>28.5 feet, with one. 8.5-foot parking lane on basin side of street.</u>	<u>5 feet</u>	<u>9.5 foot planter strip on elevated side. 10-foot utility strip on basin side. Bioretention</u>	<u>none</u>

				<u>outside of right-of-way.</u>	
<u>Alley</u>	<u>20</u>	<u>19 feet.**</u>	<u>none</u>		<u>none</u>

* All street types include a 6-inch strip at the outside edge of the physical improvements, but within the right-of-way, with the exception of the "Minor Arterial, Industrial" which has a 1-foot strip on the outside edge of right-of-way, the "Collector, Industrial" which has a 4 foot strip on the outside edge of right-of-way, and the Local LID Street #2 which has a 1-foot strip on the outside edge of right-of-way.

**16-foot width pavement sections may be used as approved on alleys by the city engineer.

Note: All streets include 6-inch curbs not shown in the dimensions above, with the exception of alleys which do not have curbs.

- (1) Where landscape strips are required on Local Residential streets within the public right-of-way, they are to be maintained by the property owner whose property is adjacent to the landscape strip. Such landscape strips shall contain one hundred percent (100%) groundcover in the form of drought-tolerant grass or turf.
- (2) Intersection spacing of less than one hundred twenty five feet (125') is not allowed.
- (3) For land division of commercial or industrial property, dead-end streets may be permitted where the proposed dead-end street will not adversely affect the traffic flow and circulation within the area. Dead-end streets shall terminate in a turnaround approved by the city engineer. The maximum allowable length for dead-end streets is four hundred feet (400'), measured from the center of intersection to the dead-end terminus. Requirements for dead-end streets in residential subdivisions or short subdivisions are contained in OHMC section 21.60.110.
- (4) Increased right-of-way requirements: the city engineer may require that street widths be increased from the minimum width in Table 11.17-2 to provide for traffic movement, to reduce or eliminate traffic congestion and for safety reasons.^{[cas10].}

11.17.090 — Variance.

- (1) ~~Ay developer can make application for a variance provided the request is received concurrently with the proposed development application. Such application shall include any and all details necessary to support the application. Variances may be granted under the following circumstances:~~
 - (a) ~~Because of the size of the lot or parcel to be developed, its topography, the condition or nature of adjoining streets, or the existence of unusual physical conditions, strict compliance with the provisions of this chapter would cause unusual and unnecessary hardship on the developer; or~~
 - (b) ~~The requirements for right of way dedication and street construction are not roughly proportional to the burdens imposed by the development on the street system; or~~
 - (c) ~~Alternative street designs will further circulation and urban design goals and policies of the comprehensive plan.~~
- (2) ~~Variances are a Type II review process.~~
- (3) ~~Such conditions may be required which may achieve, insofar as practicable, the objectives of the requirements for which a variance is authorized.~~^{[cas11].}

11.17.090 North Whidbey Enterprise Area street standards.

- (1) The standards contained in this section apply to the North Whidbey Enterprise Area as identified in Exhibit C of the Urban Growth Area Interlocal Agreement between Island County and the city of Oak Harbor, a copy of which is on file with the city clerk and available for public inspection.
- (2) Street Right-of-Way Requirements.

<u>Table 11.17-1 North Whidbey Enterprise Area Street Standards</u>			
	<u>Right-of-Way Width (in feet)</u>	<u>Width of Pavement (in feet)</u>	<u>Sidewalk Width (in feet)</u>
<u>Industrial Arterial</u>	<u>60</u>	<u>46</u>	<u>None</u>
<u>Industrial Collector</u>	<u>50</u>	<u>30</u>	<u>None</u>
<u>Industrial Local</u>	<u>50</u>	<u>30</u>	<u>None</u>

The city engineer may increase the right-of-way requirements for cut slopes or other engineering needs when recommended by a traffic study.

- (3) Typical street cross-sections for uses within the North Whidbey Enterprise Area and incorporating the requirements of subsection (2) of this section are on file with the city clerk^{cas12L}.

11.17.100 Street geometry.

- (1) Horizontal Curves. Where a deflection angle of more than 10 degrees in the alignment of a street occurs, a curve of reasonably long radius shall be introduced on streets 60 feet or more in width, the centerline radius of curvature shall be not less than 300 feet; on other streets, not less than 100 feet subject to review and approval by the engineering department.
- (2) Vertical Curves. All changes in grade shall be connected by vertical curves of a minimum of 200 feet unless otherwise specified by the engineering department.
- (3) Tangents. A tangent of at least 200 feet in length shall be provided between reverse curves for principal and minor arterials; 150 feet for collector streets; and 100 feet for residential access streets. The city engineer may authorize the modification of the above requirement when it can be shown that the minimum tangents would be impractical and where there would be no impact on traffic safety standards.
- (4) The minimum grade on any street shall be 0.50 percent unless otherwise approved by the city engineer. Maximum grades shall not exceed the following grades unless otherwise approved by the city engineer:
 - (a) Residential streets: 10 percent
 - (b) Collectors: 10 percent
 - (c) Minor arterials: 10 percent
 - (d) Principal arterials: 8 percent
- (5) At street intersections, property line corners shall be rounded by an arc, the minimum radius of which shall be 20, except as provided for in 21.50.100 OHMC. No rounding shall be required for the intersection of an alley with a street^{cas13L}.

11.17.110 Other standards.

- (1) Sidewalks.
- (a) Sidewalks shall be installed on both sides of all streets, along dead-end streets and around cul-de-sacs. No physical obstructions such as poles, fire hydrants, utility boxes, utility vaults, or mailboxes shall be constructed in the sidewalk or overhang the sidewalk from zero to eight (8) feet above grade. Sidewalks shall be a minimum of five feet wide and four inches thick. Where rolled curb has been approved by the city engineer all sidewalks adjacent will be a minimum thickness of six inches.
- (b) On streets where a proposed subdivision adjoins an existing subdivision or existing street dedication and the existing subdivision or existing street dedication does not meet city standards, the developer shall, as a minimum, be responsible for installing sidewalks on both sides of all streets within the proposed subdivision and on one side on streets around the perimeter of the proposed subdivision. These provisions may be amended for LID projects, when approved by the city engineer and development services director.
- (c) All sidewalks shall be completed prior to an occupancy permit being granted for any new building.
- (2) Other Utilities.
- (a) Street light standards and fixtures shall be provided to supply adequate lighting for the safety and convenience of the public.
- (b) Other utilities which are within a reasonable distance to the platted area shall be installed to provide electricity, natural gas, telephone, television cable, and other services to the platted area. Said utilities shall be restricted to underground installation.
- (c) All utilities (water, sewer, and electrical, and if available, gas and TV cable) shall be installed to the property line prior to acceptance of the public improvements.
- (3) Traffic-Control Devices. The developer shall install street name signs and traffic control signs and/or improvements and devices other than traffic signals to the satisfaction of the city engineer. The city may install such signs and devices at the expense of the developer.
- (4) All utilities except water, sewer and storm sewer will be installed behind the sidewalk.
- (5) Visibility triangles. Visibility triangles shall be provided as per AASHTO standards for local roads except where connections to state highways require a different standard.

11.17.090 Variance.

- (1) Any developer can make application for a variance provided the request is received concurrently with the proposed development application. Such application shall include any and all details necessary to support the application. Variances may be granted under the following circumstances:
- (a) Because of the size of the lot or parcel to be developed, its topography, the condition or nature of adjoining streets, or the existence of unusual

physical conditions, strict compliance with the provisions of this chapter would cause unusual and unnecessary hardship on the developer; or

(b) The requirements for right-of-way dedication and street construction are not roughly proportional to the burdens imposed by the development on the street system; or

(c) Alternative street designs will further circulation and urban design goals and policies of the comprehensive plan.

(2) Variances are a Type II review process.

(3) Such conditions may be required which may achieve, insofar as practicable, the objectives of the requirements for which a variance is authorized.

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

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

PASSED by the City Council this ___ day of _____ 2011.

CITY OF OAK HARBOR

Approved () _____
Vetoed () Mayor

Date

ATTEST:

City Clerk

Approved as to Form:

City Attorney

Published: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING CHAPTER 19.44 OF THE OAK HARBOR MUNICIPAL CODE ENTITLED "PARKING" INCORPORATING LOW IMPACT DEVELOPMENT STORMWATER MANAGEMENT PRACTICES IN PARKING FACILITIES.

WHEREAS, the City of Oak Harbor's Comprehensive Plan in Environment Policy 2(h) says "the City should provide incentives to utilize Low Impact Development techniques for new development and redevelopment projects that will further promote resource protection and stewardship. Such incentives may include density credits, street width and/or parking requirement reductions, stormwater fee credits, landscape/park requirement credits, and/or expedited permit review processing. The City should also provide educational materials through pamphlets or web links to the public to educate the public on low impact development and;"

WHEREAS, the City of Oak Harbor finds that Low Impact Development is a non-structural approach for managing stormwater from new and redeveloped sites which has been found by multiple professional and academic studies to have less impact on the environment, especially water quality, than conventional approaches for treating stormwater and;

WHEREAS, the City of Oak Harbor finds that Low Impact Development techniques are, in most cases, cost competitive or less expensive to install than conventional stormwater infrastructure and;

WHEREAS, the City finds that Low Impact Development techniques promote higher property values by using vegetated raingardens, native vegetation areas, and pervious pavements which are considered to be more aesthetically appealing than conventional stormwater techniques and;

WHEREAS, the City of Oak Harbor finds that the Oak Harbor Municipal Code currently does not have standards for incorporating Low Impact Development in site designs, that having such standards will further promote the use of Low Impact Development stormwater treatment techniques, and will help City staff review these projects more efficiently and;

WHEREAS, the City of Oak Harbor conducted seven (7) work sessions on the proposed code updates with the Planning Commission which were open to the public on the following dates: October 27, 2009, November 24, 2009, January 26, 2010, February 23, 2010, March 23, 2010, April 27, 2010, and May 25, 2010 and;

WHEREAS, the City of Oak Harbor conducted a public meeting before the Planning Commission on January 24, 2010 and opened a public hearing on February 22, 2011 which was closed on March 29, 2011, and;

WHEREAS, the Oak Harbor Planning Commission recommended approval of the subject ordinance to the City Council and;

WHEREAS, the City of Oak Harbor issued Notice of Application on February 12, 2011 and Determination of Non-Significance (DNS) on March 11, 2011 for a SEPA Environmental Checklist in accordance with Chapter 43.21 RCW and;

WHEREAS, the City of Oak Harbor provided a 60-day comment period which began on March 17, 2011 and ended on May 17, 2011 to the Washington State Department of Commerce in accordance with Section 36.70A.106 RCW.

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

Section One. Section 19.44.010 of the Oak Harbor Municipal Code last adopted by Section 19 of Ordinance 1555 in 2009 is hereby amended to read as follows:

Chapter 19.44

PARKING

Sections:

- | | |
|------------------|--|
| 19.44.010 | Purpose and intent. |
| 19.44.020 | General requirements. |
| 19.44.030 | Bicycle parking. |
| 19.44.040 | Location. |
| 19.44.050 | Expansion, enlargement and occupancy. |
| 19.44.060 | Mixed occupancies. |
| 19.44.070 | Uses not specified. |
| 19.44.080 | Joint use. |
| 19.44.090 | Conditions required for joint use. |
| 19.44.100 | <u>Minimum parking space standards. Table of minimum standards.</u> |
| 19.44.105 | <u>Maximum parking space standards</u> |
| 19.44.110 | Parking space size and access requirements. |
| 19.44.120 | Car and van pool parking. |
| 19.44.130 | Plans. |
| 19.44.140 | Loading areas. |

19.44.010 Purpose and intent

Provisions of this chapter are of general application to several of the districts described in Chapter 19.20 OHMC, except as noted in the CBD central business district. It is the intent of this chapter to set down provisions for off-street parking and loading areas to prevent congestion in the streets, promote and protect property values and to provide for the health, safety and welfare of the citizenry.

19.44.020 General requirements.

Parking areas, public or private, are permitted as accessory uses, operating in conjunction with permitted uses, unless otherwise permitted by this title. Each off-street parking space shall have a net area of not less than 180 square feet, exclusive of driveways or aisles, and shall be of usable shape and condition. To determine on a gross area basis, 270 square feet shall be allowed per vehicle. If the required parking space for a one-family or

two-family dwelling is not provided in a covered garage, then such space shall be not less than 180 square feet. The circulation pattern of all off-street parking areas excepting driveways serving single-family or two-family dwellings shall not have as a part of the pattern any parking or parking maneuvers on a public sidewalk, highway, road, street or alley.

19.44.030 Bicycle parking.

Bicycle racks shall be provided for all nonresidential and multifamily uses. Such racks shall provide space for a minimum of one bicycle for each 10 parking spaces required to a maximum of 10 bicycle spaces.

19.44.040 Location.

Off-street parking facilities shall be located and operated in conjunction with the permitted use as hereinafter specified; where a distance is specified, such distance shall be the walking distance measured from the nearest point of the parking facility to the nearest point of the building that such facility is required to serve:

- (1) For one-family and two-family dwellings, on the same lot with the building they are required to serve;
- (2) For multiple dwellings, not more than 100 feet;
- (3) For hospitals, skilled nursing facilities, assisted living facilities, rooming houses and boarding houses, fraternity and sorority houses, not more than 300 feet;
- (4) For uses other than those specified above, not more than 500 feet;
- (5) Parking lots for passenger automobiles only shall be allowed when such parking lots are for the purpose of providing the off-street parking required by this title and are located and improved in accordance with this chapter, except that when any such parking lot is to serve a use first permitted in a less restrictive zone than the zone in which the parking lot is to be located, such parking lot may be allowed only by a variance granted by the hearing examiner after a public hearing and the finding that such parking lot will not be unduly detrimental to surrounding properties; provided, that additional landscaping or fencing as directed by the hearing examiner to visually screen parked cars from all residential properties in the vicinity shall be provided as conditions precedent to the granting of such variance; and provided, that at least 40 lineal feet of the boundary of such parking lot adjoins a less restrictive zone or is separated therefrom only by the width of an alley or street. Such parking lots shall not extend beyond said less restrictive zone more than 150 feet into the more restrictive zone in which the parking lot is to be located. No such parking lots shall be allowed for the purpose of serving nonconforming uses.

19.44.050 Expansion, enlargement and occupancy.

All new or substantially altered uses or structures shall be provided with special purpose off-street parking facilities as required by this chapter. No application for a building permit or change of occupancy for a new or substantially altered structure or improvement shall be approved unless there is included with such improvement or use a plot plan showing the required special off-street parking as required in this chapter. Wherever any building is enlarged in height or in ground coverage, off-street parking

shall be provided for said expansion or enlargement in accordance with the requirements of the schedule; provided, however, that no parking space need be provided in the case of enlargement or expansion where the number of parking spaces required for such expansion or enlargement is less than 10 percent of the parking spaces specified in the schedule for the building.

19.44.060 Mixed occupancies.

In the case of mixed uses, the total requirements for the various uses shall be computed separately. Off-street parking facilities for one use shall not be considered as specified for joint use.

19.44.070 Uses not specified.

In the case of uses not specifically mentioned in sections below, the requirements for off-street parking facilities shall be determined by the planning director. Such determination shall be based upon the requirements for the most comparable use listed.

19.44.080 Joint use.

Joint use of parking facilities is encouraged, where appropriate. The^[cas2] director, upon application, may authorize the joint use of parking facilities for the following uses or activities under conditions specified:

- (1) Up to 50 percent of the parking facilities required by this chapter for primarily nighttime uses such as theaters, bowling alleys, bars, restaurants and related uses may be supplied by certain other types of buildings or uses herein referred to as daytime uses such as banks, offices, retail and personal service shops, clothing, food, furniture, manufacturing or wholesale and related uses;
- (2) Up to 50 percent of the parking facilities required by this chapter for primarily daytime uses may be supplied by primarily nighttime uses;
- (3) Up to 100 percent of the parking facilities required by this chapter for a church, or for an auditorium incidental to a public or parochial school, may be supplied by the off-street parking facilities provided by uses primarily of a daytime nature.

19.44.090 Conditions required for joint use.

The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be located within 500 feet of such parking facilities in addition to which:

- (1) The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed;
- (2) The applicant shall present a properly drawn legal instrument to be recorded with the Island County auditor, executed by the parties concerned for joint use of off-street parking facilities and approved as to form and manner of execution by the city attorney, to the hearing examiner upon application, such instrument to be filed with the building official upon approval of the hearing officer.

19.44.100 Minimum parking space standards Table of minimum standards^[cas3]

Use	Required Parking
Residential, single-family	Two per dwelling
Residential, duplex	Two per dwelling
Residential, multiple	One and one-half per dwelling unit
Three or more bedroom dwelling unit	Two per three or more bedroom dwelling unit. In addition, multifamily projects with eight or more units shall provide one visitor parking space for each eight units.
Banks	One per 400 square feet of gross floor area, plus employee parking
Bowling alleys	Four per alley, plus employee parking
Churches, auditoriums and similar enclosed places of assembly	One per four seats and/or one per 30 square feet of assembly space without fixed seats
Skilled nursing facilities	One per five beds, plus owner and employee parking
College	One space per 200 square feet of class room space
Assisted living facilities	Minimum of 0.8 spaces per unit, with a maximum of one and one-half spaces per unit
Food and beverage places with sales and consumption on premises	One per three seats, plus one space for every two employees on the largest shift
Furniture, appliance, hardware, clothing and shoe stores, personal service stores such as beauty parlors, barbershops and physical fitness centers	One per 600 square feet gross floor area, plus employee parking
Gasoline stations	15 spaces, including pump service area
Hospital	One per two beds, excluding bassinets
Hotels, moter hotels	One per sleeping room, plus owner and employee parking
Libraries and museums	One per 200 square feet gross floor area, plus employee parking
Manufacturing uses, research testing and processing, assembling, all industries	One per each two employees on maximum shift and not less than one per each 800 square feet gross floor area
Mortuaries	One per 100 square feet of gross floor area used for assembly or one per five seats, plus employee parking
Motels	One per unit, plus owner and employee parking
Motor vehicle, machinery, plumbing, heating, ventilating, building supplies stores and services	One per 1,000 square feet floor area, plus employee parking
Offices not providing customer service	One per each employee

Offices of opticians, chiropractors and others licensed by the state of Washington to practice the healing arts	One per 400 square feet of gross floor area, plus employee parking
Offices, business and professional (other than medical and dental) with on-site customer service	One per 400 square feet of gross floor area, plus employee parking
Rooming houses, similar uses	One per dwelling unit
Schools, elementary and junior high	One per each employee and faculty member, plus 15 visitor parking
Schools, high	One per each 10 students, plus one per each employee and faculty member, plus 15 visitor parking
Shopping centers with over 30,000 square feet of gross floor area	Four and one-half spaces per 1,000 square feet gross floor area, but not to exceed five spaces per 1,000 square feet of gross floor area
Stadiums, sport arenas and similar open assemblies	One per four seats and/or one each 30 square feet of assembly space without fixed seats
Theaters	One per four seats, plus employee parking
Warehouses, storage and wholesale businesses	One per each employee, plus two additional spaces
Other retail	One per 300 square feet gross floor area, plus employee parking

19.44.105 Maximum parking space standards^[cas4]

Large, impervious parking areas represent inefficient use of land within the City's Urban Growth Area. Impervious parking areas generate stormwater runoff, with negative impacts to water quality and wildlife habitat. The following maximum parking space standards are designed to limit the total impervious area resulting from large, off-street parking lots, helping make land available for other uses, encouraging redevelopment and infill, and reducing negative water quality impacts, while at the same time providing sufficient parking for land uses within Oak Harbor.

(1) These standards shall apply to:

(a) All new development, as well as building remodels, site retrofits, and redevelopment which exceeds sixty (60) percent of the total assessed value for the property and;

(b) Off-street parking lots with fifty (50) or more spaces proposed or required.

(2) The maximum number of parking spaces allowed for each land use listed in section 19.44.100 shall be one hundred twenty-five percent (125%) of the required minimum number of spaces.

(3) Parking spaces in excess of one hundred twenty-five percent (125%) of the minimum specified in 19.44.100 and up to one hundred fifty percent (150%) of the minimum may be approved by the City subject to the following:

- (a) Each additional space over one hundred twenty five percent (125%) must have a pervious surface designed to infiltrate stormwater approved by the City Engineer wherever soil conditions make infiltration feasible. The pervious area may be provided at any location within the parking lot, including drive aisles, as long as its size is equivalent to the area of parking stalls exceeding 125%.
- (b) Other LID techniques may be proposed in place of the pervious area requirement in subsection (a) above, as approved by the City Engineer and in compliance with the Low Impact Development Technical Guidance Manual for Puget Sound.
- (4) Parking variance. A request to provide more than one hundred fifty percent (150%) of the minimum number of required parking spaces listed in 19.44.100 shall meet requirements (a) through (d) below. In no case shall more than two hundred percent (200%) of the required minimum number of parking spaces be approved. Applicants for parking variance shall:
 - (a) File a parking demand study which demonstrates the projected need for the additional proposed parking spaces above one hundred fifty percent (150%) of the required minimum number of spaces. For the purposes of the parking demand study, "need" shall be defined as 90% occupancy during peak demand hours on more than ten (10) days per year. The Director shall administratively approve parking variance applications meeting the 90% occupancy/more than 10 days per year criteria stated above.
 - (b) The parking study shall be prepared by a transportation/traffic engineer registered in the state of Washington;
 - (c) All parking variance requests shall demonstrate compliance with subsection (2) above with regard to pervious surfaces and other LID techniques.

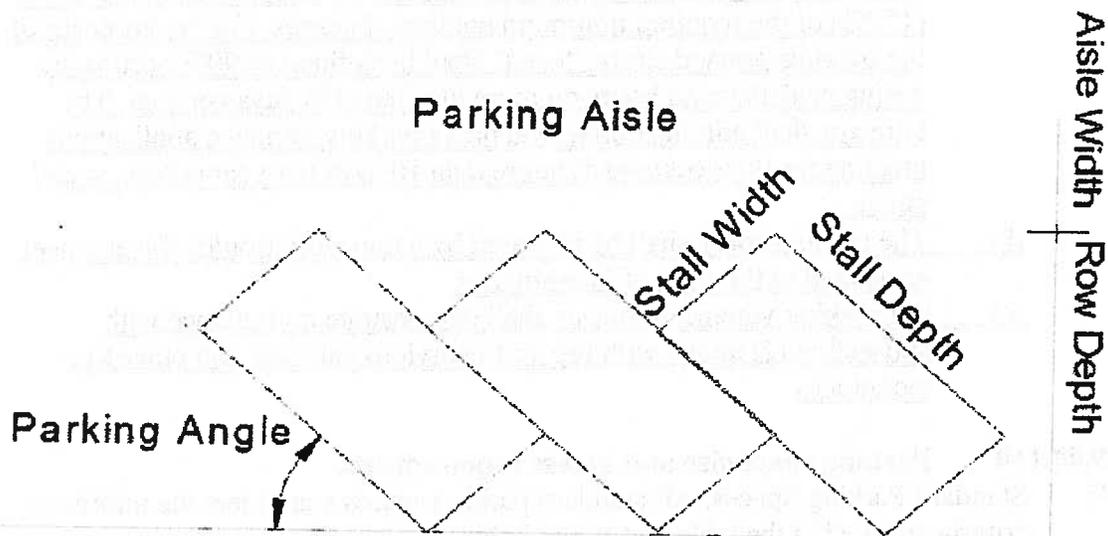
19.44.110 Parking space size and access requirements.

- (1) Standard Parking Spaces. All standard parking spaces shall meet the minimum criteria outlined in the table and figure below.
- (2) Compact Parking Spaces. Up to 40 percent of required parking spaces may be provided as compact spaces. The aisle widths required for standard spaces shall be applied to compact spaces. Parking space width, parking space depth and row width shall be as shown in the following table. The minimum parking space depth shall be 16 feet and the minimum parking space width shall be eight feet. Compact parking spaces shall be clearly marked by painting the word "compact" on the parking space(s).

Required Parking Dimensions					
Parking Angle	Stall Width	Stall Depth	Row Depth	Aisle Width (One Way)	Aisle Width (Two Way)
0°	Standard: 9'	Standard: 23'	Standard: 9'	10'	18'
	Compact: 8'	Compact: 19'	Compact: 8'		
30°	Standard: 9'	Standard: 20'	Standard: 18'	12'	20'

2014

	Compact: 8'	Compact: 16'	Compact: 15'		
40°	Standard 9' Compact: 8'	Standard: 20' Compact: 16'	Standard: 20' Compact: 16'	12'	20'
45°	Standard: 9'	Standard: 20' Compact: 16'	Standard: 21' Compact: 17'	12'	20'
50°	Compact: 8'	Standard: 20' Compact: 16'	Standard: 20' Compact: 16'	15'	20'
60°	Standard: 9' Compact 8'	Standard: 20' Compact: 16'	Standard: 20' Compact: 16'	17'	20'
70°	Standard: 9' Compact: 8'	Standard: 20' Compact: 16'	Standard: 20' Compact: 16'	20'	20'
80°	Standard: 9' Compact: 8'	Standard: 20' Compact: 16'	Standard: 20' Compact: 16'	24'	24'
90°	Standard: 9' Compact: 8'	Standard: 20' Compact: 16'	Standard: 20' Compact: 16'	24'	24'



19.44.120 Car and van pool parking.

Any nonresidential development which shall provide priority spacing for car pools and van pools shall be allowed to reduce the total amount of required parking by 1.15 spaces for each priority car pool and van pool space provided.

19.44.130 Plans.

The plan of the proposed parking area shall be submitted to the ~~city engineer~~ Development Services Department at the time of the application for the building for which the parking area is required. The plan shall clearly indicate the proposed development, including location, size, shape, design, curb cuts, lighting, landscaping, construction details and other features and appurtenances required. The illustrations provided at the end of this chapter shall serve as a guide and illustrate the minimum requirements for parking stall configurations.

A legal description of the property is required and a parking area designated and recorded.

- (1) Parking areas shall be designed in conformance with the Oak Harbor design guidelines.
- (2) All traffic-control devices such as parking strips designating car stalls, directional arrow or signs, bull rails, curbs, and other developments, shall be installed and maintained as shown on the approved plans. Hard surfaced parking areas shall use paint or similar devices to delineate car stalls and directional arrows. All driveways, off-street parking areas and public off-street parking areas shall be hard surfaced with a minimum of two inches of asphalt concrete. Alternative surfaces, including low impact development practices, may be allowed in compliance with the LID Technical Guidance Manual for Puget Sound (current edition) or as approved by the City Engineer.
- (3) Minimum dimensions of off-street parking areas shall be not less than stated in this chapter.
- (4) Screen all parking lots from view of adjoining residential district or use through use of sight-obscuring fences, earth berms or landscaped planting strips, to a height of not less than six feet.
- (5) At least ~~10~~ 15 percent of every parking lot shall be landscaped. In all cases, landscaping shall be distributed throughout the parking area. LID stormwater management facilities are to be incorporated into the required landscaping as much as possible, unless site or soil conditions make LID stormwater management facilities infeasible. Parking lot landscaping shall conform to 19.46.030(5) with a preference for native species. For computation of required landscape area, allow 30 square feet per parking space. The landscaping shall consist of deciduous or coniferous plant material and may include turf, shrubs and flowers.
- (6) Pervious surfacing is encouraged in parking lots, where appropriate for the site and soil conditions, and associated vehicular traffic. A minimum of 30% permeable surfacing in new and remodeled parking lots is encouraged where site and soil conditions make permeable surfacing feasible.
- (67) Lighting of areas provided for off-street parking shall be so arranged to not constitute a nuisance or hazard to passing traffic and where said lots share a common boundary with any "R" classified property, the illuminating devices shall be so shaded and directed to play their light away from "R" classified property.
- (7) Maintenance of all areas provided for off-street parking shall include removal and replacement of dead and dying trees, grass and shrubs, removal of trash and weeds, and repair of traffic control devices, signs, light standards, fences, walls, surfacing material, curbs and railings. Maintenance of LID stormwater management facilities shall be completed in accordance with the LID Technical Guidance Manual for Puget Sound (current edition), the City's Public Works Maintenance Standards, and an approved operating and maintenance agreement.

19.44.140 Loading areas.

Each off-street loading space shall measure not less than 30 feet by 12 feet and shall have an unobstructed height of 14 feet six inches and shall be made permanently available for

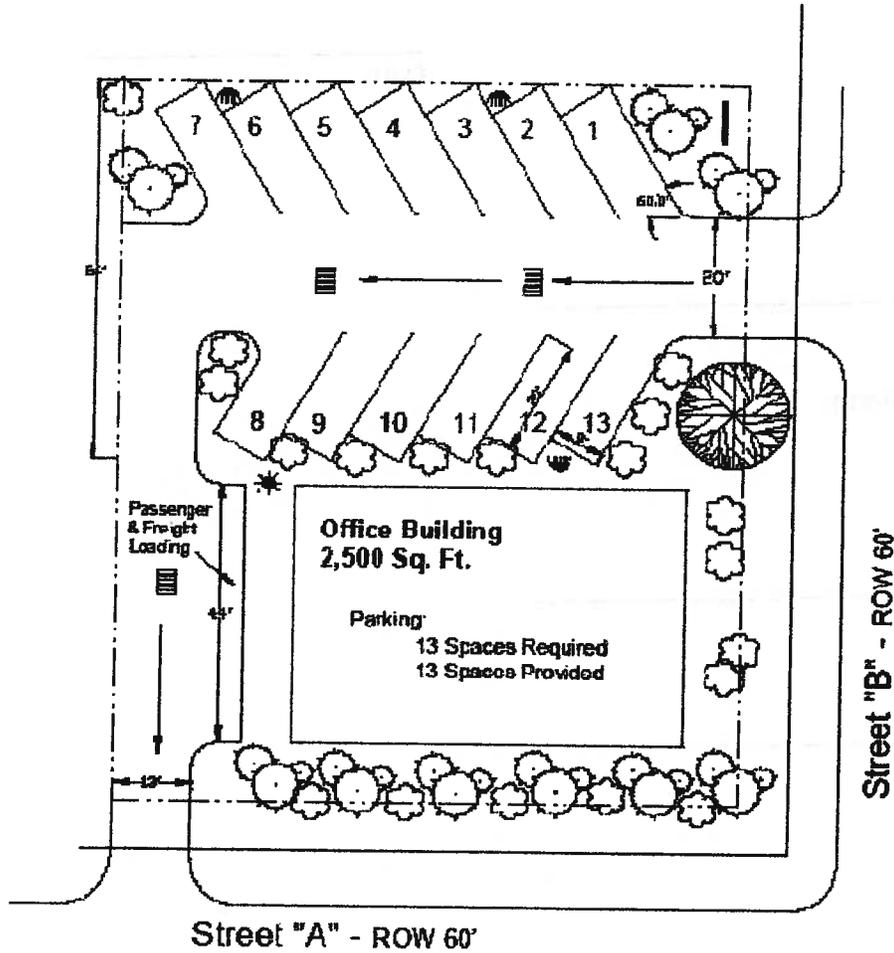
such purposes, and shall be hard surfaced, improved and maintained as required by this chapter. Required loading spaces shall be in conformance with the following table:

Department stores, freight terminals, industrial or manufacturing establishments, retail or wholesale stores or storage warehouses or any similar use which has or intends to have 10,000 square feet or more shall provide truck loading or unloading berths:

Square feet of aggregate gross floor area	Required number of berths
10,000 to 15,999	1
16,000 to 39,999	2
40,000 to 65,000	3
Each additional 16,000	1 additional

Auditoriums, convention or exhibit halls, sports arenas, hotels, office buildings, restaurants or similar uses which have or intend to have an aggregate gross floor area of 40,000 square feet or more shall provide truck loading or unloading berths:

Square feet of aggregate gross floor area	Required number of berths
40,000 to 59,999	1
60,000 to 160,000	2
Each additional 60,000	1 additional



TYPICAL PLOT PLAN - PARKING LAYOUT

LEGEND

- Directional Lighting
- Light Pole
- Sign
- Property Line
- Drainage Catch Basin

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

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

PASSED by the City Council this ___ day of _____ 2011.

CITY OF OAK HARBOR

Approved () _____
 Vetoed () Mayor

Date _____

ATTEST:

City Clerk

Approved as to Form:

City Attorney

Published: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING CHAPTER 19.46 OF THE OAK HARBOR MUNICIPAL CODE ENTITLED "LANDSCAPING AND SCREENING" PROMOTING LOW IMPACT DEVELOPMENT STORMWATER MANAGEMENT PRACTICES IN LANDSCAPE DESIGNS.

WHEREAS, the City of Oak Harbor's Comprehensive Plan in Environment Policy 2(h) says "the City should provide incentives to utilize Low Impact Development techniques for new development and redevelopment projects that will further promote resource protection and stewardship. Such incentives may include density credits, street width and/or parking requirement reductions, stormwater fee credits, landscape/park requirement credits, and/or expedited permit review processing. The City should also provide educational materials through pamphlets or web links to the public to educate the public on low impact development and;

WHEREAS, the City of Oak Harbor finds that Low Impact Development is a non-structural approach for managing stormwater from new and redeveloped sites which has been found by multiple professional and academic studies to have less impact on the environment, especially water quality, than conventional approaches for treating stormwater and;

WHEREAS, the City of Oak Harbor finds that Low Impact Development techniques are, in most cases, cost competitive or less expensive to install than conventional stormwater infrastructure and;

WHEREAS, the City finds that Low Impact Development techniques promote higher property values by using vegetated raingardens, native vegetation areas, and pervious pavements which are considered to be more aesthetically appealing than conventional stormwater techniques and;

WHEREAS, the City of Oak Harbor finds that the Oak Harbor Municipal Code currently does not have standards for incorporating Low Impact Development in site designs, that having such standards will further promote the use of Low Impact Development stormwater treatment techniques, and will help City staff review these projects more efficiently and;

WHEREAS, the City of Oak Harbor conducted seven (7) work sessions on the proposed code updates with the Planning Commission which were open to the public on the following dates: October 27, 2009, November 24, 2009, January 26, 2010, February 23, 2010, March 23, 2010, April 27, 2010, and May 25, 2010 and;

WHEREAS, the City of Oak Harbor conducted a public meeting before the Planning Commission on January 24, 2010 and opened a public hearing on February 22, 2011 which was closed on March 29, 2011, and;

WHEREAS, the Oak Harbor Planning Commission recommended approval of the subject ordinance to the City Council and;

WHEREAS, the City of Oak Harbor issued Notice of Application on February 12, 2011 and Determination of Non-Significance (DNS) on March 11, 2011 for a SEPA Environmental Checklist in accordance with Chapter 43.21 RCW and;

WHEREAS, the City of Oak Harbor provided a 60-day comment period which began on March 17, 2011 and ended on May 17, 2011 to the Washington State Department of Commerce in accordance with Section 36.70A.106 RCW.

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

Section One. Chapter 19.46 of the Oak Harbor Municipal Code, last amended by Section 20 of Ordinance 1555 in 2009, is hereby amended to read as follows:

Chapter 19.46
LANDSCAPING AND SCREENING

Sections:

19.46.010 Purpose.

19.46.020 Applicability.

19.46.030 ~~General landscape requirements.~~ Requirements for setbacks, perimeters, buffers, fences, screening, and parking lots.

19.46.035 North Whidbey Enterprise Area landscape requirements.

19.46.040 General landscaping standards.

19.46.045 ~~Tree Retention~~

19.46.050 Fences and Hedges.

19.46.060 ~~Phased projects~~

19.46.070 Conflicts.

19.46.080 Maintenance standards of required landscape areas.

19.46.090 ~~Timing of landscape completion~~

19.46.100 ~~Landscaping plans and irrigation plans required.~~

19.46.110 ~~Administrative relief and alternative compliance~~ Review of landscape plans.

19.46.120 ~~Enforcement of chapter~~ Phased projects.

19.46.130 Landscape performance bonding.

19.46.140 Native vegetation standards.

19.46.150 Tree species.

19.46.155 Tree removal outside of native vegetation areas.

19.46.160 Administrative relief and alternative compliance.

19.46.170 Enforcement of chapter.^[cas1]

19.46.010 Purpose.

The purpose of this chapter is to provide uniform standards for the development and maintenance of the landscaping of private property and public rights-of-way. The purpose of landscaping is to improve the livability of residential neighborhoods, enhance the customer attraction of commercial areas, increase property values, improve the compatibility of adjacent uses, provide visual separation and physical buffers between

incompatible adjacent land uses, provide visual relief from the expanse of parking lots, screen undesirable views, contribute to the image and appeal of the overall community, and mitigate air and noise pollution.

These requirements are also intended to facilitate Low Impact Development techniques through It is the intent of these requirements to encourage the retention of existing vegetation including significant trees to the extent feasible and to require replanting ~~ement~~ if significant existing trees are removed; to reduce erosion and storm water runoff; to preserve and promote urban wildlife habitats; to enhance the streetscapes along the city's public rights-of-way with an emphasis on trees; to define and separate vehicular and pedestrian traffic areas; to screen the appearance of parking areas from public rights-of-way and adjacent properties; and to make the city a more aesthetically pleasing place to live, shop and work.

19.46.020 Applicability.

The provisions of this chapter shall apply to any of the following:

- (1) All new public and private developments, multifamily housing larger than a duplex, and long plats;
- (2) Any additions to existing structures that exceed 30 percent of the gross floor area, or are in excess of 1,000 square feet;
- (3) Any expansion of a mobile home park in which the number of new mobile home lots exceeds 10 percent of the number of existing mobile home lots;
- (4) Provisions required by Chapter 19.48 OHMC;
- (5) Situations where this chapter imposes a requirement for buffering or screening between two uses, one of which is existing and the other new. The responsibility for satisfying this requirement rests entirely on the new use;
- (6) Single-family dwellings, and duplexes, and current approved site plans shall be exempt;
- (7) Any preexisting vehicular surface area which expands in excess of 25 percent shall provide the landscaping required in OHMC 19.46.030. No expenditure made for removing existing asphalt, constructing planting areas, installing irrigation systems, and adding dirt and plant materials which is required in order to comply with these requirements shall be required to exceed four percent of the total assessed real property value of the subject property on which the improvements are being made.

19.46.030 General landscaping requirements. Requirements for setbacks, perimeters, buffers, fences, screening, and parking lots.

- (1) Required minimum landscape setbacks apply to all zoning districts, except those projects specifically excluded in OHMC 19.46.020.
 - (a) Minimum width of landscape setback, as identified with the city's street classification plan:
 - (i) Large shopping centers in excess of five acres adjacent to principal arterial streets: 20 feet;
 - (ii) Any multifamily and nonresidential use constructed on a designated scenic transportation route: 20 feet;

- (iii) All other uses adjacent to a principal arterial: 12 feet;
 - (iv) Adjacent to a minor arterial or collector arterial: 10 feet;
 - (v) Adjacent to all other streets: eight feet;
 - (vi) Where roadway right-of-way expansion is proposed, the setback will begin at the anticipated new edge of the road.
- (b) **Minimum Number of Trees in Landscaped Setbacks.** There shall be four trees for every 100 linear feet of frontage of property adjacent to all street classifications. Guidelines for the specific types and locations of trees and other landscape materials in landscape setbacks are contained within the landscape policy manual.
- (c) **Design Standards.**
- (i) Some of the required landscape setback trees may be clustered in the setback. Parking lot screening may be included in the landscape setback width. The required landscaped setback trees may be permitted to be partially or totally located in the adjacent public right-of-way area, if:
 - (A) All of the required trees cannot be placed in the landscaped setback;
 - (B) There are no conflicts with utility easements;
 - (C) In the case of the state highway, the city engineer and State Highway Engineer approve;
 - (D) It shall be the responsibility of the adjacent property owner to care for landscaped rights-of-way;
 - (E) Where undeveloped adjacent right-of-way occurs, it shall be landscaped.

The required landscaped setback trees may be located in the adjacent public right-of-way area if these trees cannot be placed in the landscaped setback area due to the existing development of the site. However, such trees are required only to the extent that: (1) the city engineer and State Highway Engineer approve the trees in the case of a state highway; and (2) no conflicts exist within utility easements.
 - (ii) Opaque walls and fences which obstruct view shall be located outside (building side) of the setback to maintain a landscaped appearance along the street.
 - (iii) Administrative relief of the requirements of this section may be requested in accordance with OHMC 19.46.110160.
- (2) **Required Minimum Landscape Perimeters.** Planting areas within side and rear yards that are not occupied by structures shall be as follows:
- (a) **Minimum Width of Perimeter.** Five feet for the length of the property line, unless otherwise specified under screening requirements of this chapter;
 - (b) **Exemptions.** Perimeter of industrial site or commercial yard that is not substantially visible from the right-of-way or located where screening is not required, shall be exempt;
 - (c) **Planting Requirements.**
 - (i) A minimum of four trees shall be planted for every 100 linear feet, or fraction thereof, of perimeter planting area;

- (ii) Shrubs and ground cover plantings shall be in quantities and spacing that will provide for 80 percent ground coverage within three years;
 - (iii) When abutting properties with different land use classifications occurs, the screening requirements under OHMC 19.46.030(3) and (4) shall supersede the requirements of this subsection;
 - (d) Connecting Driveways. When connecting joint driveways, or shared parking lots are provided between sites, the minimum area requirements may be reduced by the area occupied by the driveway that would otherwise be landscaped under the requirements of this subsection.
- (3) Required Minimum Landscape Buffers.
- (a) Buffers between (1) adjacent nonresidential and residential uses; and (2) adjacent nonresidential uses and single-family residential zones:
 - (i) Design Standards. The buffer shall be a minimum of 12 feet wide and shall be located on the property line adjacent to any single-family residential community. Said buffer shall generally consist of a mix of predominantly evergreen plantings including trees, shrubs, and ground covers. Evergreen trees shall be a minimum height of four feet at time of planting. Planting shall be chosen and spaced so as to grow together within four years of their planting in a manner that is sufficient to obscure sight through the barrier. The entire planting strip shall be landscaped; however, those plantings used to achieve the sight-obscuring screen shall cover at least six feet of the width of the strip.
 - (b) Buffers between adjacent multifamily residential and single-family residential zones:
 - (i) Design Standards. The buffer shall be a minimum of 10 feet wide and shall be located on the property line adjacent to the single-family residential community.
 - (c) Buffers between nonresidential and residential uses separated by a nonarterial street, public alley or private street:
 - (i) Design Standards. The buffer shall be a minimum of 12 feet in depth. The minimum number of trees in the buffer shall be two trees for every 20 linear feet of buffer. The trees will consist of a mix of evergreen and deciduous. Depending upon the nonresidential use, evergreens may be increased to help obscure sight between the two uses. An opaque structure with a maximum height of six feet may be optional along the common property line. If a fence is constructed, planting shall still occur as stated above. The buffer may be reduced to 10 feet if an opaque structure is erected.
 - (d) Buffers between an industrial classified district and a residential classified district:
 - (i) Design Standards. All sites in an industrial district having a common boundary with a residential district shall be planted and maintained along such common boundary with a view-obscuring

coniferous greenbelt of shrubs, trees and native vegetation not less than six feet in height nor less than 10 feet in width, for screening purposes and controlling access.

- (4) **Fences and Screening.** When applicable, the requirements of this section shall supersede the requirements of other sections of this chapter.

- (a) **Purpose.** The requirements of this subsection are intended to reduce visual impacts and incompatible characteristics of:

- (i) Abutting properties with different land use classifications;
- (ii) Service areas and facilities, including loading and storage areas;
- (iii) Parking areas located in front of buildings;
- (iv) Any other use or area as required under this section, or determined to be necessary by the planning director (or designee).

The fence or landscaping screen shall be sight obscuring, obstructing storage areas from view on the sides of the property abutting, adjoining, or facing a residential district. The fence shall be of such material and design as will not detract from adjacent residences and shall be built according to plans submitted by the owner or his/her authorized agent and approved by the planning director (or designee).

- (b) **Landscaping.** Screen planting shall consist of evergreen trees planted a maximum of 15 feet on center, or hedges with dense evergreen foliage, in combination with deciduous trees and hedges for seasonal color and texture. Ground cover shall be planted at a density to form an effective barrier to cover 85 percent of the ground surface within two years.

- (i) On a corner lot there may be placed and maintained:
 - (A) A fence or screen not more than three feet in height; provided, that it is not sight obstructing (50 percent of the area of the fence or screen is open) along a public or private street;
 - (B) A six-foot-high open wire fence along the property line facing the side street; provided, that it does not come closer to the street right-of-way on the front of the lot than the required building setback;
 - (C) A four-foot-high solid fence or hedge parallel to the property line facing the side street; provided, it is 10 feet back from the side street; and provided, that it does not come closer to the street on the front of the lot than the rear of the building.

- (ii) In commercial zones, no fence or hedge may be placed on the front yard setback except where required to screen the property from the adjacent lot, then the screen shall extend to the street right-of-way.

- (c) **Minimum Width.**

- (i) **Landscape Screening.** If screening is to be achieved through the use of plant materials only, the screening area shall be a minimum of 10 feet in width. If other materials, such as fencing, walls or berms, are used in conjunction with the landscaping, the width may

- be reduced, as described in subsections (4)(c)(ii) through (iv) of this section.
- (ii) **Earth Berm Alternative.** If an earth berm is incorporated into the screening plan, medium size shrubs and/or evergreen trees shall be spaced a maximum of four and one-half feet on center and the width of the screening area may be reduced to eight feet.
- (iii) **Fence Alternative.** If a fence option is selected, maximum spacing of medium sized shrubs shall be six feet on center, and the width of the screening area may be reduced to seven feet. The fence shall be constructed of exterior weather- resistant wood, or applicable alternative. One alternative may be a cyclone fence; however, such a fence shall include slats, and if the fence is next to a right-of-way, landscaping shall be planted between the fence and the right-of-way. Plantings must obscure 75 percent of a cyclone fence within four years.
- (iv) **Wall Alternative.** If a wall at least five feet high is to be used for screening, the planting requirements shall be as specified under subsection (1) of this section, and the screening width may be reduced to five feet. Screen walls shall be constructed with masonry, block, rockery or textured concrete, subject to design approval by the planning director.

(d) **Uses Requiring Screening.** The planning director may require screening to protect adjacent properties from negative impacts of any permitted or conditional use in a zoning district.

Except as otherwise required by the planning director, screening shall be required in the following instances:

- (i) Developments located in districts listed on the left side of the chart below shall provide screening when they adjoin districts specified on the right side of the chart.

District to Be Developed	District to Be Screened
Multifamily residential	Single-family residential
Semi-public	All residential
Commercial/business	All residential
Industrial	All residential/commercial

- (ii) Churches, community centers, and other similar conditional uses shall provide perimeter screening when adjoining a residential district.

(e) Fence and screen height limits in the various zones are as follows:

Residential Zones:	Front yard	3 feet maximum
	Side yard	6 feet maximum
	Rear yard	6 feet maximum
Commercial Zones:	Front yard	0 feet maximum
	Side yard	6 feet maximum

Industrial Zones:	Rear yard	6 feet maximum
	Front yard	8 feet maximum
	Side yard	8 feet maximum
	Rear yard	8 feet maximum

(5) Minimum Parking Lot Requirements.

(a) Required Trees.

- (i) One tree of a type suitable for parking lots shall be provided for every 10 open (not in a garage) vehicular parking spaces in parking lots with 10 or more spaces;
- (ii) The tree types and minimum planter sizes shall be consistent with the landscape policy manual. Trees chosen shall be appropriate to a parking lot location;
- (iii) The required trees may be clustered but shall be located to divide and break up expanses of paving and long rows of parking spaces and to create a canopy effect in the parking lot. In order to be considered within the parking lot, the trees must be located in planters that are bounded on at least three sides of parking lot paving. This means only trees in landscaped "islands" or "fingers" can count toward the parking lot tree requirement;
- (iv) Planters shall be of sufficient size and design to accommodate the growth of the trees and to prevent damage to the trees by vehicles;
- (v) The number of species required shall vary according to the overall number of trees required to be planted. The species shall be planted in proportion to the required mix. The species mix shall not apply to areas of vegetation required to be preserved by law nor those located in areas designated as natural. The number of species to be planted are indicated below.

Required # of trees	Maximum # of species
6 – 10	2
11 – 15	3
16 +	4

- (b) Required Landscape Area. At least 15 percent of every parking lot shall be landscaped, unless otherwise required by this title. In all cases, with the exception of vehicular display lots, landscaping shall be distributed throughout the parking area. Landscaping located in required setbacks or buffers may not be used to meet this requirement. If LID rain gardens or bioretention facilities are proposed, they are to be incorporated into the required parking lot landscaping unless site and soil conditions make such facilities infeasible. LID stormwater management facilities shall be designed and constructed in accordance with the *Low Impact Development Technical Guidance Manual for Puget Sound* (current edition). [The]cas4] landscaping shall consist of deciduous and/or coniferous material and may include turf, shrubs, and flowers.

(c) Required Screening.

- (i) Open parking spaces (except those in single-family residential projects in any zone district) shall be screened from the view of adjacent properties and streets to mature minimum height of 30 inches by the use of berms and/or plantings;
 - (ii) A minimum of two-thirds of the affected street frontage or property boundary, not counting intersecting driveways, must have the required screen;
 - (iii) The required screening may be a component of the required landscape setback;
 - (iv) Structures such as decorative walls or fences may be approved through an administrative relief request if the planning director (or other designee) finds that:
 - (A) The structures avoid a blank and monotonous appearance by such measures as architectural articulation and the planting of vines, shrubs or trees; or
 - (B) The total use of the berms and/or plantings is not physically feasible; or
 - (C) The structures attractively complement the use of berms and/or plantings;
 - (v) The maximum spacing of plants to achieve an acceptable screen and the maximum acceptable grades for screening areas, such as sodded berms and planting beds, shall be consistent with the landscaping policy manual;
 - (vi) Guidelines for the specific types and location of trees, shrubs and other landscape materials in parking lots are contained within the landscape policy manual as approved by city council or thereafter amended.
- (6) In addition to the requirements and standards of this chapter, the landscape guidelines in the design guidelines shall apply. (Ord. 1221 § 1, 2000).

19.46.035 North Whidbey Enterprise Area landscape requirements.

- (1) The standards contained in this section apply to the North Whidbey Enterprise Area as identified in Exhibit C of the Urban Growth Area Interlocal Agreement between Island County and the city of Oak Harbor, a copy of which is on file with the city clerk and available for public inspection.
- (2) Significant Tree Retention. Significant tree retention in the I, PIP, C-4 and nonresidential development, short subdivision and subdivision in the PRE zones shall meet the following standards:
 - (a) Applicants should retain 15 percent of the significant trees found on the property except for those trees found in the building footprints, access roads, parking areas and utility line trenches. Applicants should give attention to the following:
 - (i) Preservation of significant trees along the perimeter of the property; and

- (ii) Preservation of significant trees near or adjacent to critical areas; and
 - (iii) Preservation of significant trees which create a distinctive skyline feature; and
 - (iv) Preservation of Garry Oak trees; and
 - (v) Trees that may constitute a safety hazard should be removed; and
 - (vi) Special attention shall be given to preservation of significant trees on properties identified in the 2001 Oak Harbor Comprehensive Plan, Environmental Element, Woodland Map.
- (b) An inventory of significant trees shall be submitted with all applications for subdivision, short subdivision or site plan review.
- (3) Landscaping, screening and buffering in the I and PIP zones shall meet the following standards:
- (a) Open storage, trash or recycling areas shall be screened by fencing and/or landscaping;
 - (b) Landscaping including street trees spaced no further than 20 feet on center shall be required in all front yards and the abutting public road; and
 - (c) Buffers between industrial zones and adjacent residential properties shall be planted along the common boundary. The planting should include coniferous shrubs, trees and native vegetation. Fencing may be incorporated to help ensure an effective visual buffer.
- (4) Landscape for I, PIP and C-4 lands abutting Goldie Road and Oak Harbor Road shall meet the following standards:
- (a) A 20-foot landscape setback shall be established; and
 - (b) The area between the property line and drainage swale shall be planted with low profile foliage; and
 - (c) The landscape area shall be planted with a mixture of native evergreen trees containing a variety of species, colors and textures for a year-round green attractive appearance; and
 - (d) If the landscape buffer setback does not have existing significant vegetation, the buffer will be planted with native evergreen trees. If deciduous trees are desired they may be planted at a rate of two evergreen to one deciduous tree; and
 - (e) Maximum spacing of the trees shall be 10 feet on center or equivalent grouping as determined by site and existing conditions; and
 - (f) Roadway and intersection requirements shall prevail if a conflict arises with the landscape standards listed herein.

19.46.040 General landscaping standards.

- (1) Landscape Materials.
- (a) Landscape materials shall be defined as evergreen or deciduous trees, shrubs, and ground cover plants, perennial or annual flowers, and lawn. River rock, fountains, ponds, ~~bark~~, rockeries, ornamental or decorative walkways (provided both sides about landscaping) may be included, where, in the opinion of the ~~planning~~ director, additional ornamental features may be considered as part of the landscape materials, subject to the administrative relief process.

- (b) Suggested tree species plant material suited to the unique soils, geology, and weather patterns of Oak Harbor are contained in the landscape policy manual at the city planning department, 19.46.150 OHMC^[cas5].
- (c) Planting shall occur based on species tolerance to the environment in which it will be placed.
- (d) No artificial lawn or plants will be permitted in landscaped areas.
- ~~(2) Erosion Control Plan. The city may require temporary erosion and sediment control measures as part of the landscape plan for the development. Erosion or sediment control plan shall be reviewed prior to or in conjunction with a plat or site plan~~^[cas6].
- (23) Drainage Detention/Retention Ponds. If a proposed detention pond has a slope ratio of 3:1 or greater, where fencing around the pond will be required, a fencing and landscaping plan shall be submitted to the planning department. Submittal of the proposed fencing and landscaping plan shall occur in conjunction with short plat, preliminary plat, or site plan review applications, depending on the project type.
- (34) Land Clearing Plan. Clearing of landscaping is required to be in accordance with the provisions of Chapter 19.47 OHMC.
- (45) Pollution Control. It shall be the responsibility of the property owner to ensure that storm runoff from landscaped areas does not contain excessive amounts of fertilizer, insecticides, and herbicides that may be harmful to aquatic life, and to take measures to prevent runoff water impacts as required by the Department of Ecology and Wildlife and as specified in the Puget Sound Water Quality Manual. One measure to reduce the use of chemicals is the use of native plants in landscape areas.
- (56) Safety Features/Utilities. Installation of landscape materials shall not obstruct access to fire connections, post indicator valves (PIVs) and hydrants, standpipes, sprinkler connections, utility vaults, pedestals, and other public and private utility facilities. ~~Appropriate species of plants for areas affected by overhead utility lines can be found in the plant list.~~ Landscaping shall not obstruct fire apparatus access ~~roads~~^[cas7].
- (67) ~~Irrigation and Watering. An underground irrigation system is required which is adequate to provide watering needs for plant materials. Small preexisting sites may receive special consideration through the administrative relief process. Also, administrative relief from the irrigation requirement may be requested for planting areas which contain only drought tolerant vegetation~~^[cas8].
- (78) Visibility Triangle. Along street frontages, within 30 feet of an alley or unsignalized street intersection, or within 25 feet of a driveway, no shrub shall be higher than 30 inches from street gutter grade and no tree shall have branches or foliage below eight feet above street level. At signalized intersections the conditions of this section shall not be necessary, but it shall be required that only deciduous trees be located at signalized intersections. Under no circumstances shall landscaping interfere with sight distance visibility. In lieu of meeting this standard, visibility triangles shall be provided as per AASHTO standards or in accordance with 11.17.110(5) OHMC.
- (89) Where practical, landscaping shall be designed to not block solar gain or solar

- access by surrounding properties.
- (10) **Special Landscaping Districts.** The area of the CBD central business district, for the purpose of this chapter, will be considered a special landscaping district. This area is substantially developed on zero setbacks from the right-of-way, making it impractical to meet the full extent of the requirements of this chapter. Businesses located in this district shall meet parking lot landscaping standards as shown in OHMC 19.46.030 (5) and shall participate in a street tree planting program in the street right-of-way adjacent to the parcel frontage.
- (11) **Xeriscape Process.** Xeriscape is a process by which sound horticultural, landscaping, and efficient water-using principles come together. The style of the xeriscapes can be quite variable. Drought resistant landscaping, such as a contemporary design or a Spanish garden, could qualify as xeriscape when constructed to meet the following six principles:
- (a) **Good Design.** Based on careful selection of low-water-use plants or drought tolerant plants;
 - (b) **Soil Improvement.** Improvements including the addition of manure, compost, or other organic materials which can be amended into the soil;
 - (c) **Use of Mulch.** Beauty bark or other organic substance to ~~beautify the landscape and help maintain moisture in the soil~~^{cas9};
 - (~~c~~e) **Limited Lawn Areas.** Minimizing grass areas results in minimal lawn maintenance;
 - (~~d~~e) **Efficient Water Use.** Water between 12:00 midnight and 6:00 a.m. to help prevent fungus growth, and lower the evaporation rate of water;
 - (~~e~~f) **Good Maintenance.** Maintain the landscape to reflect a weed and trash free environment.
- (12) **Landscaping for Freestanding Signs.** All primary freestanding signs shall include, as part of their design, landscaping about their base to prevent automobiles from hitting the sign supporting structure and to improve the overall appearance of the installation. If the required landscaping is not completed within 60 days after completion of sign installation, the sign is in violation of this chapter.
- (13) **Groundcover.** Groundcover shall be planted and maintained within all required landscaping areas. Groundcover refers to low-growing dense growth of plants, such as pachysandra or crown vetch, planted for ornamental purposes or to prevent soil erosion in areas where turf is difficult to grow, as in deep shade or on a steep slope. Groundcover shall consist of plantings that will achieve complete coverage within two years. Groundcover is not required within the dripline of any shrub or evergreen tree or within a two-foot radius of a deciduous tree trunk.
- (14) **Undeveloped Areas.** Undeveloped areas of a lot which are not required to be landscaped by other requirements of this chapter shall be planted with groundcover. Groundcover may consist of planted or existing vegetation maintained so as not to exceed one foot in height. For the purposes of this section, grass can be considered to be groundcover^{cas10}.
- (15) **Bark, Mulch and Gravel.** Bark, mulch, gravel or other similar non-vegetative material shall only be used to assist vegetative growth and maintenance within landscaping areas. Non-vegetative material shall not be a substitute for, or interfere with, required vegetative groundcover^{cas11}.

- (16) Tree Topping and Thinning. Topping and thinning of trees shall be allowed as long as it does not negatively effect the health of the tree^{cas12}.
- (18) Calculations/Measurements. All calculations and measurements within this chapter shall be rounded to the nearest whole number with greater than or equal to .50 being rounded up^{cas13}.

19.46.045 Tree Retention^{cas14}*

- (1) The purpose and intent of this section is to reduce the aesthetic and environmental impacts of site development while promoting reasonable use of land and to implement the city's comprehensive plan by:
- (a) Avoiding the removal of significant trees and stands of trees in order to maintain ecological functions and maintain Oak Harbor's urban environment;
 - (b) Providing measures to protect trees from construction impacts and ensure their survival; and
 - (c) Providing flexibility in order to retain stands of trees of ecological or aesthetic importance, or to allow for revegetation when trees cannot be retained.
- (2) All development proposals and land clearing applications shall retain at least 15 percent of the significant trees, as defined in Chapter 19.08^{cas15}:
- (a) Trees shall be retained within stands or clustered. Narrow strips and single unprotected significant trees shall be avoided. Improvements shall be designed to give priority to protection of trees with the following characteristics:
 - (i) Healthy significant trees over 50 feet in height;
 - (ii) Significant trees that form a continuous canopy or grove of trees;
 - (iii) Significant trees on steep slopes or adjacent to existing open space, parkland, wetlands, water courses and conservancy areas; and
 - (iv) Significant trees which provide a distinctive feature, such as a skyline, corridors along arterial and collector streets, or provide a land use buffer along the perimeter of the proposed development^{cas16};
 - (b) All areas where vegetation is retained shall be designated as a native growth protection area, conservation easement, deed restriction or other means of deed conveyance.
- (3) Exceptions:
- (a) The minimum significant tree percentage may be reduced on sites with special circumstances and where revegetation is proposed. Special circumstances include, but are not limited to:
 - (i) The retention of significant trees precludes reasonable development of the property.
 - (ii) Physical limitations such as existing lot size, soils or topography.
 - (iii) Deteriorated health of trees.
 - (iv) Potentially hazardous trees.

- ~~(v) Trees subject to blowdown after construction.~~
- ~~(b) The minimum significant tree percentage may be reduced for preliminary plat applications that demonstrate special circumstances and propose revegetation:~~
- ~~(i) With approval from the planning commission a revegetation plan shall give consideration to revegetation and its proximity to existing vegetation, steep slopes, open space, parkland, wetlands, water courses, conservancy areas, arterial and collector streets, effectiveness as a land use buffer, enhancement of existing stands of native vegetation or other similar conditions.~~
 - ~~(ii) The revegetation plan may combine the use of native species and nonnative species,~~
 - ~~(iii) The revegetation plan shall provide for a two to one tree replacement ratio.~~
 - ~~(iv) Replacement trees shall be a minimum two and one half inch caliper for deciduous trees or a minimum of six feet in height from existing grade for conifers and comply with the requirements of subsection (5) of this section.~~
- ~~(c) The minimum significant tree percentage may be reduced for short plat, development and land clearing applications that demonstrate special circumstances and propose revegetation:~~
- ~~(i) With approval from the director a revegetation plan shall give consideration to revegetation and its proximity to existing vegetation, steep slopes, open space, parkland, wetlands, water courses, conservancy areas, arterial and collector streets, effectiveness as a land use buffer, enhancement of existing stands of vegetation or other similar conditions.~~
 - ~~(ii) The revegetation plan may combine the use of native species and nonnative species with a preference for the species outlined in 19.46.115(4).~~
 - ~~(iii) The revegetation plan shall provide for a two to one tree replacement ratio.~~
 - ~~(iv) Replacement trees shall be a minimum two and one half inch caliper for deciduous trees or a minimum of six feet in height from existing grade for conifers and comply with the requirement of subsection (5) of this section.~~
- ~~(d) Trees which do not meet the definition of significant trees may be credited towards the minimum significant tree percentage to be retained in order to facilitate the preservation of a greater number of smaller trees if a group of trees and its associated undergrowth provide a distinctive feature, are on a steep slope or adjacent to existing open space, parkland, wetlands, water courses, conservancy areas, arterial and collector streets, effectiveness as a land use buffer, enhancement of existing stands of vegetation or other similar conditions.~~

- (e) ~~A reduction in the replacement ratio required by subsections (3)(b) and (c) of this section may be considered for planting an understory to enhance habitat.~~
 - (f) ~~The director may approve the removal of significant trees that have been retained pursuant to this chapter, if it is determined that the tree is diseased, physically deteriorated, potentially hazardous, damaged or subject to windthrow. Significant trees that are removed as approved by the director, and the one-year maintenance period has expired, shall be replaced at a one to one ratio. Replacement trees shall be a minimum two and one-half inch caliper for deciduous trees or a minimum of six feet in height from existing grade for conifers^[cas17].~~
- (4) ~~Determining the Number of Significant Trees to be Retained.~~
- (a) ~~For plats, short plats and binding site plans, trees that are within a regulated environmentally sensitive area shall be excluded and will not contribute towards the base number of significant trees or the 15 percent retention requirement.~~
 - (b) ~~For all other development and clearing applications, trees that are within a regulated environmentally sensitive area, within the building footprint or are within the required landscape area shall be excluded and will not contribute towards the base number of significant trees or the 15 percent retention requirement.~~
 - (c) ~~All development proposals and clearing applications shall include a drawing showing the location of all significant trees, trees to be retained, trees to be removed, groves of trees and other natural features on and adjacent to the site.~~
 - ~~(i) Parcels larger than five acres may utilize a sampling methodology to identify significant trees. Parcels smaller than five acres shall utilize a survey methodology to identify significant trees.~~
- (5) ~~Revegetation and Survival Standards^[cas18].~~
- (a) ~~Sites with documented special circumstances in conformance with subsection (3) of this section shall provide a revegetation plan. The plan shall include:~~
 - (i) ~~Written documentation of the special circumstances that make the retention of significant trees impracticable;~~
 - (ii) ~~Information required under OHMC 19.46.100;~~
 - (iii) ~~The revegetation plan shall replace significant trees that are required to be retained at a two to one ratio. Replacement trees shall be a minimum two and one-half inch caliper for deciduous trees or a minimum of six feet in height from existing grade for conifers; and~~
 - (iv) ~~Priority shall be given to revegetation and its proximity to existing vegetation, steep slopes, open space, parkland, wetlands, water courses, conservancy areas, arterial and collector streets, effectiveness as a land use buffer, enhancement of existing stands of vegetation or other similar conditions.~~

- (b) ~~All trees (replacement trees and retained trees) shall be maintained in a healthy growing condition. All trees found to be diseased, dead or dying within one year of acceptance by the city shall be replaced. Trees planted as part of a revegetation plan shall be replaced at a one to one ratio and retained trees shall be replaced at a two to one ratio.~~
- (56) ~~Construction Standards.~~
- (a) ~~A vegetation protection plan shall be submitted for all vegetation that is to be retained. The vegetation protection plan may be combined with the grading/clearing plan or the temporary erosion control plan.~~
- (b) ~~Barrier fencing or silt fencing shall be placed around the root zone of all trees and vegetation to be retained. There shall be no construction activity within the fencing.~~
- (c) ~~Any clearing to be done within the root zone must be approved by the director and utilize hand grubbing and light equipment. No fill will be allowed within the root zone unless approved by the director.~~ [cas 19]-
- (7) ~~Modifications of Standards in Order to Preserve Significant Trees or Stands of Vegetation.~~
- (a) ~~A variance may be granted to allow intrusion of a building into a setback yard by five feet to preserve significant trees elsewhere on the property.~~
- (b) ~~Setback averaging may be utilized to preserve significant trees elsewhere on the property. A reduced setback shall be compensated by an increased setback elsewhere.~~ [cas 20]-
- (c) ~~A variance may be granted to allow a 10 percent reduction in parking spaces to preserve significant trees elsewhere on the property.~~
- (8) ~~Professional Evaluation. In determining tree removal or replacement, the director may require a professional evaluation or tree protection plan by a certified arborist at the applicant's expense, where the director determines that such evaluation is necessary to comply with the standards of this section. The evaluation may include providing a hazardous tree assessment, evaluation of the anticipated effects of a proposed project on the viability of trees on the site, developing a plan for tree protection or replacement and evaluation after construction.~~ [cas 21]-

19.46.050 Fences and hedges.

- (1) Fences and hedges a maximum of six feet in height may be placed and maintained on the side and rear lot line, and across the front of the property line even with the front of the building on the lot but not closer to the street right-of-way than the required setback. On corner lots the setback shall apply to both streets.

Within the setback area a fence not more than three feet in height may be constructed; provided, that it is not sight-obscuring (50 percent of the area of the fence is open).

Within the setback area a solid hedge may be planted not to exceed a height of more than three feet.

On a corner lot there may be placed and maintained:

- (a) A fence or hedge not more than three feet in height; provided, that it is not sight-obstructing (50 percent of the area of the fence or hedge is open);

- (b) A six-foot-high open wire fence along the property line facing the side street; provided, that it does not come closer to the street right-of-way on the front of the lot than the required building setback;
 - (c) A four-foot-high solid fence or hedge parallel to the property line facing the side street; provided, it is 10 feet back from the side street; and provided, that it does not come closer to the street on the front of the lot than the rear of the house.
- (2) In commercial zones, no fence or hedge may be placed on the front yard setback except where required to screen the property from the adjacent lot, then the screen shall extend to the street right-of-way.
- (3) Fence and hedge limits in the various zones are as follows:

Residential Zones:	Front yard	3 feet maximum
	Side yard	6 feet maximum
	Rear yard	6 feet maximum
Commercial Zones:	Front yard	0 feet maximum
	Side yard	6 feet maximum
	Rear yard	6 feet maximum
Industrial Zones:	Front yard	8 feet maximum
	Side yard	8 feet maximum
	Rear yard	8 feet maximum

19.46.060 — Phased projects.

~~Phased projects include but are not limited to shopping centers, large site developments proceeding in phases, applicable subdivisions, cluster developments, and business parks. Before construction permits are issued for the first phase of any phased project, conceptual approval of the landscaping plan for the site as a whole is required. Final approval of the landscaping plan for each phase is required before construction permits are issued for a phase. Installation of landscaping for each phase of development shall be required prior to releasing occupancy permits for that phase. Relief may be available per OHMC 19.46.110.~~

~~Landscaping along a frontage road or perimeter screening may be required to be installed in the first phase. Criteria to be considered in the decision includes but is not limited to the following:~~

- ~~(1) — Timing of phases of a project;~~
- ~~(2) — Proximity to residential areas [cas22];~~

19.46.070 Conflicts.

- (1) If the provisions of this chapter conflict with other ordinances or regulations, the more stringent limitation or requirement shall govern or prevail to the extent of the conflict.
- (2) In the event that, because of lot configuration, adjacent land uses, or special circumstances, more landscaping is required to meet all requirements of this title, the higher amount of landscaping shall be required.

19.46.080 Maintenance standards of required landscape areas.

- (1) **Maintenance of Cultivated Areas.**
- (a) **General.** The owner of land subject to this chapter shall be responsible for the maintenance of said land in good condition so as to present a healthy, neat, and orderly landscape area.
 - (b) **Maintenance of Plants.** All landscaping and screening areas shall be maintained in a healthy, growing condition. Broken, dead, or dying trees, shrubs, or other plants shall be replaced. All landscaping and screening shall be kept free of trash and weeds.
 - (c) **Tree Removal.** It shall be the responsibility of each private property owner to remove any dead, diseased, or dangerous trees or shrubs, or part thereof, located on private property which overhang or interfere with traffic control devices, public sidewalks, rights-of-way, or property owned by the city. The city shall have the authority to order the removal and possible replacement of any such trees or shrubs.
 - (d) **Pruning.**
 - (i) All pruning should be accomplished according to good horticultural standards. Trees shall be pruned only as necessary to promote healthy growth;
 - (ii) Unless special approval is provided, trees shall be allowed to attain their normal size and shall not be severely pruned or "hat racked" in order to permanently maintain growth at a reduced height;
 - (iii) Trees may be periodically pruned or thinned in order to reduce the leaf mass and stimulate further branching.
 - (e) **Mowing.** Grass shall be mown as required in order to encourage deep root growth and therefore the preservation of irrigation water.
 - (f) **Edging.** All roadways, curbs, and sidewalks shall be edged when necessary in order to prevent encroachment from the adjacent grass areas. Power trimmers shall not be used to trim grasses around trees since they will quickly remove bark causing deterioration and eventual death of the tree.
 - (g) **Watering.** All watering of planted areas shall be managed so as to:
 - (i) Maintain healthy flora;
 - (ii) Make plant material more drought-tolerant;
 - (iii) Avoid excessive turf growth;
 - (iv) Minimize fungus growth;
 - (v) Stimulate deep root growth;
 - (vi) Minimize leaching of fertilizers;
 - (vii) Minimize cold damage.

Watering of plants and trees should always be in sufficient amounts to thoroughly soak the root ball of the plant and the surrounding area, thereby promoting deep root growth and drought tolerance.

Whenever possible, automatic irrigation systems should be installed and operation should occur between the hours of 12:00 midnight and 6:00 a.m. Irrigation during these hours helps to reduce fungus growth and loss of water due to evaporation.

- If an irrigation system is installed it shall be regularly maintained to eliminate waste of water due to loss of heads, broken pipes, or misjudged nozzles.
- ~~(2) Maintenance of Natural Plant Communities.~~
- ~~(a) General. All areas preserved as natural plant communities shall be annually cleared of nonnative vegetation and lawn grasses, and cleared of all trash and other debris^[cas23].~~
- ~~(b) Required Management Plan. For all areas of preserved plant communities larger than three acres in area, the owner shall submit for the approval of the planning department a narrative management plan indicating the manner in which the owner will preserve the native plant communities. The narrative shall include:~~
- ~~(i) Whether the existing vegetation is to be preserved in the existing species composition;~~
- ~~(ii) If applicable, the manner in which the composition of existing plant material is to be preserved;~~
- ~~(iii) The maintenance schedule for removal of debris and exotic species;~~
- ~~(iv) Other information the planning department feels necessary to approve a management plan.~~
- ~~All natural plant communities shall be managed in order to maintain the plant community for the purpose it was preserved.~~
- ~~When applicable, the planning department shall make periodic inspections of the natural areas to verify the owner's adherence to the approved management plan^[cas24].~~

19.46.090 — Timing of landscaping completion.

- ~~(1) Completion of Landscaping. All landscaping must be completed in accordance with the approved landscape plan before a certificate of occupancy may be issued for any building on the lot. In the event that weather conditions do not allow for the installation of the landscaping, the property owner shall provide the planning director with documented assurance that the landscaping will be completed within six months. The building official may then issue a one six month temporary certificate of occupancy and permit the owner to complete the landscaping within the six month period. For the purpose of this subsection, "documented assurance" means:~~
- ~~(a) A bond or other assurance acceptable to the city equal to 112 percent of the estimated installation costs shall be required. Such deposit shall be accompanied by a letter which shall stipulate completion of all landscape development no later than six months after the issuance of the certificate of occupancy or date of final approval, whichever is later.~~
- ~~(b) If these conditions are not met, the city may use the deposit to perform the landscape development^[cas25].~~

19.46.100 Landscaping and irrigation plans required.

Landscaping and irrigation plans shall be submitted for any landscaping activity required by OHMC 19.46.020^[cas26]. The landscaping plan shall be reviewed by the Director. All

landscaping plans shall include information regarding existing vegetation to be preserved onsite and newly proposed plantings.

- ~~(1) General. Prior to the issuance of any building permit, a landscape plan shall be submitted to, reviewed by, and approved by the Director [cas27].~~
- ~~(12) Nature of Required Plans. Landscape plans for lots larger than one and one-half acres in size shall be prepared by and bear the seal of an architect or landscape architect, or other professional with demonstrated qualifications or experience.~~
- ~~(23) Contents of Landscape Plan. The landscape plan shall be drawn to scale with dimensions and distances shown and include the following:~~
- ~~(a) Be drawn to scale, including dimensions and distances;~~
 - ~~(b) Delineate the existing and proposed parking spaces, or other vehicular areas, access aisles, driveways, and similar features;~~
 - ~~(c) Show all landscape features including height, quality, type, botanical and common names, place of planting and all areas of vegetation, in context with the location and outline of any existing or proposed and other improvements on the site;~~
 - ~~(d) Gross acreage, area of preservation, number of trees to be planted and/or preserved, other plants to be planted and/or preserved, and square footage of paved areas shall be included in a tabulation that clearly displays this and other relevant information necessary for the planning department to evaluate compliance with the provisions of this chapter;~~
 - ~~(e) Include an irrigation plan, which shows zones, connecting nozzles, distribution valves, irrigation lines, sprinkler heads, timer location, and backflow prevention device, as well as other information integral to the proposed irrigation system.~~

~~An application and inspection fee, in the amount set by the city council from time to time, shall be collected by the building department at time of application for certificate of occupancy. (Ord. 1555 § 20, 2009 [cas28]).~~

(a) General information:

- (i) Show all property lines and easements for ingress/egress and drainage;
- (ii) Show all existing and proposed structures. The square footage and location for each existing and proposed structure shall be identified;
- (iii) Show all pedestrian / bike connections and adjacent landscaping areas, storage, garbage, recycling, employee recreation and aboveground stormwater detention and treatment areas;
- (iv) Show all paved, impervious surface areas, not including structures. The location of parking, loading and circulation areas and the total paved, impervious surface square footage shall be identified;
- (v) Show all proposed and existing outdoor fixtures and equipment such as utility vaults (structures), fire hydrants, light fixtures, fences, retaining walls, ornamental fountains, pools, benches and garbage containers. The size and location of each item above shall be identified;

- (b) Information regarding vegetation to be preserved:
- (i) Locations of perimeters of individual trees and native vegetation areas to be preserved. The tree protection area for trees to be preserved shall be shown on the plan in accordance with 19.46.140(9).
 - (ii) Size, species, and health of trees to be preserved.
 - (iii) General locations of trees proposed for removal.
 - (iv) Limits of construction on site.
 - (v) Description of tree protection and tree maintenance measures required for the trees to be preserved.
 - (vi) Timeline for clearing, grading and installation of tree protection measures.
 - (vii) If native vegetation retention areas are proposed, the acreage of on-site critical areas, excluding critical area buffers and acreage of on-site public and private roads.
 - (viii) If native vegetation retention areas are proposed, the calculation of average trees per square foot of protected native vegetation area shall be provided.
- (c) Information regarding newly proposed vegetation:
- (vi) Location, size, species, spacing and number of trees to be planted.
 - (vii) Each proposed landscaping area shall have its square footage indicated on the plan.
 - (viii) Description and detail showing any site preparation, installation and maintenance measures necessary for the long-term survival and health of the vegetation.
 - (ix) Timeline for site preparation, installation, and maintenance of vegetation.
 - (x) Cost estimate for the purchase, installation and three years maintenance.
- (3) Irrigation Plan. The landscape plan shall include an irrigation plan. An irrigation plan is required to ensure that the planting will be watered at a sufficient level for plant survival and healthy growth. For projects meeting the one and one-half acre threshold, the irrigation method shall be by a permanent underground system with an automatic controller. An overriding rain sensor switch shall be provided. Also, administrative relief from the irrigation requirement may be requested for planting areas which contain only drought tolerant vegetation^{ens29}.
- (a) The irrigation plan shall show zones, connecting nozzles, distribution valves, irrigation lines, sprinkler heads, timer location, and backflow prevention device, as well as other information integral to the proposed irrigation system.
 - (b) In lieu of a permanent irrigation system, drought-tolerant plantings may be considered by the City. If drought-tolerant, native species are selected, a watering plan is required for the establishment phase of new plantings. The plan must provide adequate watering of the newly installed trees for a minimum of three years.

19.46.110 Administrative relief and alternative compliance.

The standards contained in this chapter are intended to encourage development which is economically viable and environmentally satisfying. The standards are not intended to be arbitrary or to inhibit creative solutions. Projects may justify approval of alternative methods for compliance with the standards. Conditions may arise where normal compliance is impractical or impossible, or where maximum achievement of the city's objectives can only be obtained through alternative compliance.

(1) Requests for alternative compliance and administrative relief may be accepted for any application to which the requirements of this chapter apply, when one or more of the following conditions exist:

- (a) Topography, soil, vegetation or other site conditions make it impossible or impractical; or improved environmental quality would result from alternative compliance;
- (b) Space limitations, unusually shaped lots, and prevailing practices in the surrounding neighborhood may justify alternative compliance for infill sites, and for improvements and redevelopment in older communities;
- (c) Parking lots with five parking spaces or less may apply for administrative relief in order to reconfigure landscaping to be less than 15 percent of the parking lot. For example, a portion of the requirement can be met by landscaping around the perimeter of the parking lot;
- (d) Change of use of an existing site increases the buffer required more than it is feasible to provide;
- (e) Safety considerations make alternative compliance necessary;
- (f) When an alternative proposal is equal or better than normal compliance in its ability to fulfill all landscaping requirements in this chapter;
- (g) Alternative types of irrigation for preexisting conditions.

(2) The following may be considered as a remedy in the cases where alternative compliance is proposed:

- (a) Alternative compliance shall be limited to the specific project under consideration and shall not establish precedents for acceptance in other cases;
- (b) Requests for alternative compliance shall be accompanied by sufficient explanation and justification, written and/or graphic, to allow appropriate evaluation and decision;
- (c) A request for alternative compliance shall be submitted to the planning director (or designee) at the time the plan is submitted. In the case of those plans for which no public hearing is required, the decision of the planning director (or designee) will be final, unless the applicant appeals the decision to the planning commission. In the case of those plans for which a planning commission or other public hearing is required:
 - (i) The request for alternative compliance shall be submitted no less than 21 calendar days prior to the scheduled date of the hearing;
 - (ii) The planning director (or designee) will forward a recommendation to the proper hearing authority a minimum of five working days prior to the hearing;

~~(d) The planning director may request modification of proposed standards in the administrative relief proposal.~~^{cas30}

19.46.110 Review of landscape plans.

- (1) Landscape plans shall be submitted and reviewed concurrently with a development or use permit and shall be processed as part of the integrated permit process under 18.20.360 OHMC.
- (2) Compliance with the approved landscape plans shall be a condition of approval for all development applications approved pursuant to Titles 19, 20, or 21.
- (3) The Director may allow or approve minor modifications to an approved landscape plan during the site development construction process to account for unforeseen site conditions and circumstances. The submittal of an amended landscape plan meeting the requirements of this Chapter may be required.^{cas31}

19.46.120 Enforcement of chapter.

~~A violation of any of the provisions of this chapter shall be a civil offense and any person failing to comply thereof shall be punished by a fine not to exceed \$250.00 or value of materials and labor to bring the property into compliance with this chapter, whichever is greater. It shall be a separate offense for each and every day or portion thereof during which any violation of any part of the provisions of this chapter is committed, continued or permitted.~~^{cas32}

19.46.120 Phased projects.

Phased projects include but are not limited to shopping centers, large site developments, subdivisions, planned residential developments, and business parks. Before construction permits are issued for the first phase of any phased project, conceptual approval of the landscaping plan for the site as a whole is required. Final approval of the landscaping plan for each phase is required before construction permits are issued for a phase. Installation of landscaping for each phase of development shall be required prior to releasing occupancy permits for that phase. Relief may be available per OHMC

19.46.160.

Landscaping along a frontage road or perimeter screening may be required to be installed in the first phase. Criteria to be considered in the decision includes but is not limited to the following:

- (1) Timing of phases of a project;
- (2) Proximity to residential areas.^{cas33}

19.46.130 Landscape performance bonding.

- (1) All required landscaping shall be installed prior to a certificate of occupancy being issued.
- (2) Deferment. The installation of landscaping may be deferred for up to six months from the date an applicant receives a temporary certificate of occupancy. A performance bond shall be submitted to the city in order to ensure the completion of the landscaping in accordance with the approved plan. It shall be the responsibility of the applicant and the property owner to contact the city upon completion of the landscaping work and request an inspection prior to the City

- releasing the bond. Failure to complete all of the required landscaping within six months of the issuance of a certificate of occupancy permit shall constitute a violation and the city shall use the bond to complete the required landscaping.
- (3) Maintenance Bond Amount and Type. A three-year maintenance bond shall be required to ensure landscaping completion and a minimum plant survival of eighty percent (80%) at the end of three years. The type of bond shall be approved by the city and must be submitted on forms supplied by the City of Oak Harbor. The approved bond shall be posted with the development services department prior to the issuance of a building permit. The bond amount shall be 150 percent of a landscaping maintenance bid amount submitted and approved by the City. The bid amount must include labor and materials.
- (5) Subsections (1), (2), and (3) above shall apply to all landscaping within a development site including street trees required within the public right of way and all landscaping within tracts or lots owned by private entities, such as homeowners' associations^{cas34j}.

19.46.140 Native Vegetation Standards^{cas35j}

Tree and vegetation retention provides substantial environmental benefits including, but not limited to, erosion prevention, reduction in storm-water runoff, preservation of fish and wildlife habitat, improved water and air quality, energy conservation, reductions in the development impacts on the stormwater drainage system and hydrologic resources, and provides a better transition between adjacent land uses.

(1) Applicability

The native vegetation standards set forth in this section apply to all commercial and residential projects that require one or more of the following approvals: a binding site plan, conditional use permit, manufactured home park development plan, site plan review, planned business park master plan, subdivision, or planned residential development. Short subdivisions are exempt from these requirements.

(2) Definition of Native Vegetation and Allowed Uses.

- (a) Definition. Native vegetation includes native, undisturbed areas or rehabilitation of previously disturbed areas. Native vegetation shall consist of plants and trees that are indigenous to the Pacific Northwest. For the purposes of this chapter, native vegetation is defined by a tree density of no less than one tree per 600 square feet plus native understory vegetation.
- (b) Allowed Uses. Native vegetation may integrate pervious, passive recreation facilities, stormwater dispersion facilities, and approved surface water restoration projects. Active open space shall not count towards native vegetation requirements. Activities within native vegetation areas shall be limited to passive recreation (e.g. trails), removal of invasive species, amendment of disturbed soils, and planting of native vegetation^{cas36l}.

(3) Native Vegetation Retention and Tree Density Standards.

- (a) Minimum Standards. Table 19.46.140-1 provides minimum vegetation retention standards by zone. The native vegetation must be comprised of a

minimum tree density of one tree per 600 square feet plus native understory vegetation.

TABLE 19.46.140-1: Native Vegetation Optional Standards by Zone

<u>ZONE</u>	<u>Native Vegetation Retention (% of site area)</u>
<u>PRE, R1</u>	<u>15%</u>
<u>R2</u>	<u>10%</u>
<u>R3, R4, OS</u>	<u>10%</u>
<u>RO</u>	<u>10%</u>
<u>C1, C3, C4, C5, CBD</u>	<u>5%</u>
<u>I, PBP, PIP</u>	<u>5%</u>
<u>PF</u>	<u>5%</u>

- (b) The minimum native vegetation area may be reduced on sites with special circumstances and where replacement and supplemental plantings are proposed. Special circumstances include, but are not limited to:
- (i) The retention of native vegetation to the percentages specified in Table 19.46.140-1 precludes development of the property to the minimum density or intensity specified in Chapter 19.20 OHMC.
 - (ii) Physical limitations such as existing lot size, soils or topography.
 - (iii) Land dedicated to public infrastructure serving the property for roads, sewer, water, or storm, or other public facilities use substantially more area than is typical of properties in the zone.

The replacement and supplemental plantings should be located in clusters or contiguous tracts and placed to maximize aesthetic, hydrologic, or habitat function and values.

(4) General Provisions.

Native Vegetation Areas shall meet the following additional standards:

- (a) Trees shall be retained in stands or clusters. A professional forester, arborist, or landscape architect shall prepare the landscape plan to ensure that retained vegetation is not susceptible to windthrow. See 19.46.100 for landscape plan requirements.
- (b) Native vegetation may be accommodated within perimeter landscaping or other required landscaped areas.
- (c) The minimum native vegetation retention may be decreased to five percent (5) for non-residential uses (e.g., churches, schools, etc.) that are permitted outright or conditionally in residential zones.
- (d) The calculation of the native vegetation retention area for public school sites shall be based upon the total acreage of the school site minus the areas set aside for playfields in the school site plan; provided that for the purposes of the calculation, such playfield areas shall not exceed 30 percent of the gross site area.

- (e) Critical areas and their buffers may be counted towards this standard so long as they contain existing native vegetation (e.g. a steep slope with Douglas fir may be counted while one with Himalayan blackberry may not). Critical areas and their buffers that will be counted towards native vegetation shall not have to comply with the replanting standards within this chapter. Land below an ordinary high water mark shall not be counted towards the required native vegetation.
- (f) Any soils disturbed through the site development process that are to be counted toward the native vegetation requirements shall be amended in accordance with the "Guidelines for Implementing Soil Quality and Depth" (BMP T5.13 in DOE Stormwater Management Manual for Western Washington 2005).
- (5) Selection Standards.
The following selection standards should be used with the applicant's design concept in order to meet the standards outlined in Table 19.46.140-1.
- (a) Fifteen percent (15%) of trees on the project site which are 12-inches or greater in diameter and which have a live crown ratio (total tree height in relation to branched portion of the tree) of fifty percent (50%) or more shall be preserved.
- (b) Utilize site inventory and analysis techniques to determine which portions of the site are best suited to leave native vegetation. Typically these are the most environmentally sensitive areas such as wetlands, steep slopes, floodplains, critical fish and wildlife habitat areas. In residential developments up to twenty-five percent (25%) of the required native vegetation specified in Table 19.46.140-1 may be incorporated into the individual lot design where covenants or other protection measures are put in place. Where individual lots are utilized, they should be connected either physically or hydrologically to other native vegetation or conservation areas.
- (c) Minimize changes to natural topography in an effort to maintain pre-development flow path lengths in natural drainage patterns.
- (d) Maintain surface roughness to reduce flow velocities and encourage sheet flow on the lot by preserving native vegetation, forest litter and surface topography.
- (6) Flexible standards to allow for native vegetation areas.
- (a) Administrative relief under section 19.46.160 OHMC may be granted to allow intrusion of a building into a setback yard by up to five feet to allow for the provision of native vegetation areas elsewhere on the property.
- (b) Setback averaging may be utilized to allow for native vegetation areas elsewhere on the property. A reduced setback shall be compensated by increased setback elsewhere.
- (c) Administrative relief under section 19.46.160 OHMC may be granted to allow a ten percent (10%) reduction in parking spaces to allow for the provision of native vegetation areas elsewhere on the property.
- (7) Replanting Requirements.

- (a) If the site or lot has been previously cleared or the proposed native vegetation area does not contain suitable vegetation, then the minimum percentage of native vegetation on the site as required by Table 19.46.140-1 shall be replanted to meet the requirements of subsection (b) below. For the purposes of this section, trees subject to blow down do not constitute suitable vegetation.
- (b) New trees that will be planted in native vegetation areas shall meet the revegetation standards in this section and shall be native species. For a list of native species see section 19.46.150 OHMC.
 - (i) Replacement deciduous and broad-leaf evergreen trees shall have a minimum 2" d.b.h. at planting. Replacement coniferous evergreen trees shall have a minimum height of 6' at planting;
 - (ii) Reforested areas shall be replanted with a minimum of 25% deciduous species and 25% coniferous species;
 - (iii) Trees within designated critical areas shall be replanted at a 2:1 ratio.

(8) Permanent Protections^{cas371}.

A permanent protective mechanism shall be established to ensure that the proposed native vegetation area is preserved and protected in perpetuity. The protective mechanism shall be in a form that is acceptable to the City and filed with the County Auditor's office. Restrictions on the future use of the native vegetation area shall also be recorded on the face of the plat for subdivision applications. A permanent native vegetation area shall be established using one of the following mechanisms.

- (a) Placement in a separate non-building tract owned in common by all lots within the subdivision;
 - (b) Covered by a protective easement or public or private land trust dedication;
 - (c) Preserved through an appropriate permanent protective mechanism that provides the same level of permanent protection as subsection (1) of this section as determined by the approval authority.
- (9) Protection of Native Vegetation Areas During and After Development
- (a) All trees and tree stands proposed for retention or to be placed in a native vegetation area shall be protected before and during site development and construction through adherence to the following requirements:
 - (i) A native vegetation area shall be designed to protect each tree or tree stand during site development and construction. The native vegetation area shall conform to the approved landscape plan.
 - (ii) Native vegetation areas may vary widely in shape, but must extend a minimum of three feet beyond the existing tree canopy area along the outer edge of the tree stand, unless otherwise approved by the Director.
 - (iii) Native vegetation areas shall be shown and clearly labeled on all applicable site development, plat, and construction drawings, submitted to the Director.

- (iv) No clearing, grading, filling, or other development activities shall occur within the native vegetation area, except where approved in advance by the Director and noted on the Landscape Plan.
 - (v) No vehicles, construction materials, fuel, or other materials shall be placed in native vegetation area. Movement of any vehicles within the native vegetation area shall be prohibited.
 - (vi) No nails, rope, cable, signs, or fencing shall be attached to any tree proposed for retention.
 - (vii) The grade level around the tree may not be lowered within the greater of: (1) the area defined by the drip line of the tree at time of development; or (2) an area around the tree equal to 1 foot in diameter for each 1 inch of tree diameter as measured 1 foot above pre-existing grade at time of development, unless a registered landscape architect, certified arborist or certified nursery professional determines that the long-term health of the tree will not be significantly harmed.
 - (viii) Trenching and other activities within or adjacent to native vegetation areas that may cut or damage the roots of trees proposed for retention shall be prohibited unless recommended by a professional forester, certified arborist or licensed landscape architect and approved by the City of Oak Harbor.
 - (ix) The City of Oak Harbor may approve the use of alternate tree protection techniques if the trees will be protected to an equal or greater degree than provided by this section. A description of alternate techniques shall be submitted to and reviewed by the Director along with the site plan, short subdivision, subdivision, planned residential development or other development application^{cas381}.
- (10) Tree Topping.
- (a) Topping or pollarding of trees within the native vegetation area is prohibited.
 - (b) Topping or pollarding may occur when there is an identifiable safety hazard, to remove dead, diseased or unhealthy materials, or to avoid overhead utilities.
- (11) Maintenance of Native Vegetation Areas^{cas39}
- (a) Removal of trees within native vegetation areas is not allowed, unless the tree is dead or in a state of irreversible decline. In determining tree removal or replacement, the director may require a professional evaluation or tree protection plan by a certified arborist at the applicant's expense, where the director determines that such evaluation is necessary to comply with the standards of this section. The evaluation may include providing a hazardous tree assessment, evaluation of the anticipated effects of a proposed project on the viability of trees on the site, developing a plan for tree protection or replacement and evaluation after construction. Trees that become diseased, severely damaged, or which die shall be replaced. Replacement trees shall be a minimum two-inch caliper for deciduous

trees and broadleaf evergreen or a minimum of six feet in height from existing grade for conifers.

- (b) Minor trimming of trees within native vegetation areas is permitted as long as trimming activities do not negatively affect the long-term health and survivability of the tree. Trimming of select branches is allowed for safety reasons, e.g. cracked branches which may fall and become a hazard.
- (c) General. All native vegetation areas shall be annually cleared of nonnative vegetation and lawn grasses, and cleared of all trash and other debris.
- (d) Developer responsibility for maintenance of trees, including removal or replacement of diseased, dead, or dying trees, shall be as follows:
 - (i) Within residential subdivisions the developer shall be responsible for maintaining trees on individual lots until such time as the individual lots are sold at which point the individual lot owner shall assume responsibility. Developer responsibility for maintaining trees within common tracts shall remain in effect until such time as the common tract is transferred to the control of a homeowner's association or, where no homeowner's association exists, until such time as all individual lots within the subdivision are sold, at which point the individual lot owners shall assume responsibility.
 - (ii) Within all other developments, developer responsibility for maintaining trees shall remain in effect until such time as the property sale occurs. Upon the property sale, the new owner shall assume the responsibility for maintenance.
 - (iii) Compliance with the landscape plan shall be a condition of approval and shall be identified on the face of the binding site plan, conditional use permit, manufactured home park development plan, site plan review, planned business park master plan, subdivision, or planned residential development.
- (e) Failure to maintain trees as required in this section shall constitute a violation of this Chapter and any associated land use or subdivision approvals.

19.46.150 Tree species^{cas401}.

The following table provides information on selected species of native and non-native trees suitable for replanting. All species listed are suited to the climate conditions found in the Pacific Northwest. The list is for guidance only and is not intended to be all-inclusive. Other tree species may be utilized where appropriate when recommended by a professional forester, certified arborist, licensed landscape architect, or as approved by the Director. Species availability and quantity may be limited in some cases. It is best to coordinate in advance with nurseries specializing in native plants. For bioretention areas, a complete list of appropriate plants can be found in Appendix 3 of the *LID Technical Guidance Manual for Puget Sound* (2005).

<u>Characteristics and Use of Select Tree Species</u>				
<u>Species Scientific Name</u>	<u>Native Tree?</u>	<u>Canopy Size Category</u>	<u>Street Tree?</u>	<u>Characteristics</u>
<u>Grand fir</u> <u><i>Abies grandis</i></u>	<u>Yes</u>	<u>Large</u>	<u>No</u>	<u>Coniferous tree achieving heights of up to 150 feet. Tolerant of a variety of soil conditions, similar needs as Douglas fir.</u>
<u>Vine maple</u> <u><i>Acer circinatum</i></u>	<u>Yes</u>	<u>Small</u>	<u>No</u>	<u>Deciduous tree typically reaching heights of 5-35 feet. Tree-like in open sun, crooked sprawling and vine-like in shade. Good fall color. Tolerant of a wide variety of soil conditions. Prefers moist soils, but can tolerate drier conditions once established.</u>
<u>Big leaf maple</u> <u><i>Acer macrophyllum</i></u>	<u>Yes</u>	<u>Large</u>	<u>No</u>	<u>Deciduous tree. Form varies widely based upon competition and soil conditions. Typically 20 to 30 feet high when grow in open conditions but can reach heights of 80 feet or more in the forest. Good fall color. Tolerant of a wide variety of soil conditions. Similar environmental needs as Douglas fir.</u>
<u>Red Alder, Oregon Alder, Western Alder</u> <u><i>Alnus rubra</i></u>	<u>Yes</u>	<u>Medium</u>	<u>No</u>	<u>Deciduous tree to 50 feet. Best in restoration settings. Mature trees can be very attractive, especially in naturalized settings. Beautiful, mottled grey bark.</u>
<u>Serviceberry</u> <u><i>Amelanchier alnifolia</i></u>	<u>Yes</u>	<u>Small</u>	<u>No</u>	<u>Deciduous tree seldom larger than 20 feet in height. Tolerant of a wide variety of soil conditions. Fruit very valuable to wildlife.</u>
<u>Madrone</u> <u><i>Arbutus menziessii</i></u>	<u>Yes</u>	<u>Medium</u>	<u>No</u>	<u>Attractive tree, but very difficult to establish. Expect high losses. Review plant establishment notes at www.soundnativeplants.com before considering. Do not provide supplemental water once established.</u>

<u>Characteristics and Use of Select Tree Species</u>				
<u>Species</u> <u>Scientific Name</u>	<u>Native</u> <u>Tree?</u>	<u>Canopy Size</u> <u>Category</u>	<u>Street Tree?</u>	<u>Characteristics</u>
<u>Weeping nootka</u> <u>cypress</u> <u>Chamaecyparis</u> <u>nootkatensis</u> <u>'Pendula'</u>	<u>Yes</u>		<u>No</u>	<u>Narrow (5')</u> , <u>pyramidal evergreen</u> <u>conifer. Main trunk grows</u> <u>straight up with branchlets that</u> <u>weep straight down from</u> <u>drooping branches.</u>
<u>Hybrid Western</u> <u>dogwood</u> <u>'Eddie's White</u> <u>Wonder'</u> <u>Cornus nutallii x</u> <u>florida</u>	<u>Yes</u>	<u>Small</u>	<u>Yes</u>	<u>Hybrid of Cornus florida and the</u> <u>native western dogwood species.</u> <u>More successful than the native</u> <u>species for transplanting.</u> <u>Deciduous tree up to 30 feet in</u> <u>height. Prefers well-drained sites</u> <u>and partial shade. Could work</u> <u>well as a supplemental planting</u> <u>under a canopy of larger trees.</u>
<u>Black hawthorn</u> <u>Crataegus douglasii</u>	<u>Yes</u>	<u>Small</u>	<u>No</u>	<u>Deciduous tree up to 30 feet in</u> <u>height. Scarlet fruit. Prefers</u> <u>highly fertile soil and grows best</u> <u>in moist, open areas.</u>
<u>Oregon Ash</u> <u>Fraxinus latifolia</u>	<u>Yes</u>	<u>Medium</u>	<u>No</u>	<u>Deciduous tree up to 80 feet in</u> <u>height. Prefers moist or wet sites</u> <u>with rich soils. Works well for</u> <u>streamside and wetland plantings.</u> <u>Best in natural or restoration</u> <u>plantings and generally not</u> <u>appropriate for ornamental</u> <u>landscaping applications.</u>
<u>Mountain Ash</u>	<u>Yes</u>	<u>?</u>	<u>?</u>	<u>Deciduous perennial tree. Light</u> <u>gray, smooth bark. Flowers in</u> <u>May or June after leaves are full</u> <u>grown.</u>
<u>Incense cedar</u> <u>Libocedrus decurrens</u>	<u>No</u>	<u>Large</u>	<u>Yes</u>	<u>Coniferous tree achieving height</u> <u>of 150 feet. Drought and wind</u> <u>resistant. Slow growth. Native to</u> <u>California, Nevada, Oregon.</u>
<u>Sitka spruce</u> <u>Picea sitchensis</u>	<u>Yes</u>	<u>Large</u>	<u>No</u>	<u>Coniferous tree achieving 80-160</u> <u>feet. Best in moist areas.</u>
<u>Shore pine</u> <u>Pinus contorta</u>	<u>Yes</u>	<u>Medium</u>	<u>No</u>	<u>Coniferous tree to 35 feet tall.</u> <u>Can be trained if a more</u> <u>manicured look is desired.</u>
<u>Western white pine</u> <u>Pinus monticola</u>	<u>Yes</u>	<u>Medium</u>	<u>No</u>	<u>Coniferous tree to 60 feet tall.</u>

<u>Characteristics and Use of Select Tree Species</u>				
<u>Species</u> <u>Scientific Name</u>	<u>Native</u> <u>Tree?</u>	<u>Canopy Size</u> <u>Category</u>	<u>Street Tree?</u>	<u>Characteristics</u>
<u>Black cottonwood</u> <u><i>Populus balsamifera</i></u> <u>spp.</u> <u><i>trichocarpa</i></u>	<u>Yes</u>	<u>Large</u>	<u>No</u>	<u>Heavy-limbed deciduous tree,</u> <u>brittle wood. Best in moist, native</u> <u>plantings where space is plentiful</u>
<u>Choke Cherry</u> <u><i>Prunus virginiana</i></u>	<u>No</u>	<u>Medium</u>	<u>No</u>	<u>Needs well drained soil. Usually</u> <u>upright branching with an oval</u> <u>crown. Fragrant white flowers.</u>
<u>Douglas fir</u> <u><i>Pseudotsuga menziesii</i></u>	<u>Yes</u>	<u>Large</u>	<u>No</u>	<u>Fast growing, long lived</u> <u>coniferous tree growing to height</u> <u>of 150 feet or more. Prefers drier</u> <u>sites, but tolerates a wide variety</u> <u>of soil conditions.</u>
<u>Western crabapple</u> <u><i>Pyrus (Malus) fusca</i></u>	<u>Yes</u>	<u>Small</u>	<u>No</u>	<u>Best in native or restoration</u> <u>plantings and generally not</u> <u>appropriate for ornamental</u> <u>landscape use.</u>
<u>Cascara</u> <u><i>Rhamnus purshiana</i></u>	<u>Yes</u>	<u>Medium</u>	<u>No</u>	<u>Deciduous tree that produces</u> <u>black berries.</u>
<u>Western red cedar</u> <u><i>Thuja plicata</i></u>	<u>Yes</u>	<u>Large</u>	<u>No</u>	<u>Coniferous tree growing to height</u> <u>of 150 feet or more. Best under</u> <u>moist, shaded conditions, but</u> <u>tolerates a wide variety of soil</u> <u>conditions once established.</u>
<u>Western hemlock</u> <u><i>Tsuga heterophylla</i></u>	<u>Yes</u>	<u>Large</u>	<u>No</u>	<u>Fairly fast grower. Picturesque</u> <u>and also makes a good</u> <u>background, screen, or hedge.</u>
<u>Japanese Maple</u> <u><i>Acer Palmatum</i></u>	<u>No</u>	<u>Small</u>	<u>Yes</u>	<u>Common deciduous landscape</u> <u>tree. Slow growing; typically</u> <u>grow to no larger than 20 feet in</u> <u>height. Well suited for small lot</u> <u>use. Popular varieties</u> <u>'Atropurpureum' and</u> <u>'Bloodgood.'</u>
<u>Norway Maple</u> <u>(varieties)</u> <u><i>Acer platanoides</i></u>	<u>No.</u>	<u>Large</u>	<u>Yes</u>	<u>Common deciduous landscape</u> <u>tree. Typically achieves heights</u> <u>of 50 to 60 feet. Care must be</u> <u>taken near sidewalks and drives</u> <u>as roots can become a problem.</u>

<u>Characteristics and Use of Select Tree Species</u>				
<u>Species</u> <u>Scientific Name</u>	<u>Native</u> <u>Tree?</u>	<u>Canopy Size</u> <u>Category</u>	<u>Street Tree?</u>	<u>Characteristics</u>
<u>Red Maple</u> <u><i>Acer rubrum</i></u>	<u>No</u>	<u>Small</u>	<u>Yes</u>	<u>Common deciduous landscape tree. Varieties 'Armstrong' and 'Red Sunset' are recommended for street tree use. Fast growing, typically to 40 feet with brilliant fall color. May be appropriate in a native setting.</u>
<u>Whitebarked</u> <u>Himalayan birch</u> <u><i>Betula utilis</i> var.</u> <u><i>jacquemontii</i></u>	<u>No</u>	<u>Medium</u>	<u>No</u>	<u>Prefers rich, moist, well drained soil. Narrow tree with oval crown. Brilliant white bark. Yellow fall color.</u>
<u>Incense cedar</u> <u><i>Calocedrus decurrens</i></u>	<u>No</u>	<u>Large</u>	<u>No</u>	<u>Coniferous tree achieving height of 150 feet. Drought and wind resistant. Slow growth. Native to California, Nevada, Oregon. Appropriate for native restoration areas.</u>
<u>European hornbeam</u> <u><i>Carpinus betulus</i></u>	<u>No</u>	<u>Medium</u>	<u>Yes</u>	<u>Deciduous tree growing to 40 feet. Variety 'Fastigiata' recommended for street tree use.</u>
<u>Eastern redbud</u> <u><i>Cercis canadensis</i></u>	<u>No</u>	<u>Medium</u>	<u>Yes</u>	<u>Tolerates any soil but wet. Short trunk with spreading branches. Flowers appear before leaves. Heart-shaped leaves emerge reddish and turn dark green. Yellow fall color.</u>
<u>Katsura Tree</u> <u><i>Cercidiphyllum</i></u> <u><i>japonicum</i></u>	<u>No</u>	<u>Medium</u>	<u>Yes</u>	<u>Deciduous tree, slow growing to 40 feet. Good fall color. Well suited for small lot use.</u>
<u>Washington hawthorn</u> <u><i>Crataegus</i></u> <u><i>phaenopyrum</i></u>	<u>No</u>	<u>Small</u>	<u>Yes</u>	<u>Small deciduous tree, typically no larger than 25 feet. Well suited for small lot use with good fall color.</u>
<u>White Ash (varieties)</u> <u><i>Fraxinus americana</i></u>	<u>No</u>	<u>Medium</u>	<u>Yes</u>	<u>Prefers deep, moist, well drained soil. Green leaflets turn to purple shades. Fall color may include yellow, orange, red, and dark purple.</u>
<u>Green ash</u> <u><i>Fraxinus amreicana</i></u>	<u>No</u>	<u>Medium</u>	<u>Yes</u>	<u>Fast growing deciduous tree with height of 40 feet. For street tree use, seedless varieties such as 'Marshall' are preferred.</u>

<u>Characteristics and Use of Select Tree Species</u>				
<u>Species</u> <u>Scientific Name</u>	<u>Native</u> <u>Tree?</u>	<u>Canopy Size</u> <u>Category</u>	<u>Street Tree?</u>	<u>Characteristics</u>
<u>Honey locust</u> <u><i>Gleditsia triacanthos</i></u>	<u>No</u>	<u>Medium</u>	<u>Yes</u>	<u>Fast growing deciduous tree with height of 40 feet. Varieties 'Shademaster', 'Skyline', and 'Moraine' are preferred varieties.</u>
<u>American sweet gum</u> <u><i>Liquidambar styraciflua</i></u>	<u>No.</u>	<u>Medium</u>	<u>Yes</u>	<u>Common landscape tree very tolerant of urban conditions. Achieves heights of 60 feet with good fall color. Not good in windy settings- the branches are brittle and break easily.</u>
<u>Tulip tree</u> <u><i>Liriodendron tulipifera</i></u>	<u>No</u>	<u>Large</u>	<u>No</u>	<u>Large deciduous tree achieving height of up to 60 feet. Very tolerant of urban conditions.</u>
<u>Crabapple</u> <u><i>Malus sp.</i></u>	<u>No</u>	<u>Medium</u>	<u>Yes</u>	<u>Large deciduous tree achieving height of up to 60 feet. Very tolerant of urban conditions.</u>
<u>Dawn redwood</u> <u><i>Metasequoia glyptostroboides</i></u>	<u>No</u>	<u>Large</u>	<u>No</u>	<u>A deciduous conifer. Fast growing. Bright green fern-like needles. Fall color ranges from bronze to apricot.</u>
<u>Sourwood</u> <u><i>Oxydendron arboreum</i></u>	<u>No</u>	<u>Medium</u>	<u>Yes</u>	<u>Medium deciduous tree with good fall color. Achieves height of 18 feet.</u>
<u>Yoshino flowering cherry</u>	<u>No</u>	<u>Medium</u>	<u>Yes</u>	<u>Medium sized deciduous tree achieving height of 40 feet. Fast growing.</u>
<u>Flowering callery pear</u> <u><i>Pyrus calleryana</i></u>	<u>No</u>	<u>Medium</u>	<u>Yes</u>	<u>Widely used in commercial landscaping. Deciduous tree 25 to 40 feet. Well suited to urban conditions. Varieties for street tree use include 'Aristocrat', 'Bradford', 'Capital', 'Chanticleer', 'Redspire' and 'Whitehouse'.</u>
<u>Pin Oak</u> <u><i>Quercus palustris</i></u>	<u>No</u>	<u>Large</u>	<u>No</u>	<u>Deciduous tree achieving heights of 50 to 80 feet. Better suited to park or large lot use due to size.</u>
<u>Scarlet oak</u> <u><i>Quercus coccinea</i></u>	<u>No</u>	<u>Large</u>	<u>No</u>	<u>Oval to round canopy shape with high, open branching pattern. Bright green leaves turn scarlet in fall. Deep roots allow for lawn or perennial plant growth beneath canopy.</u>

<u>Characteristics and Use of Select Tree Species</u>				
<u>Species</u> <u>Scientific Name</u>	<u>Native</u> <u>Tree?</u>	<u>Canopy Size</u> <u>Category</u>	<u>Street Tree?</u>	<u>Characteristics</u>
<u>English oak</u> <u>Quercus robur</u>	<u>No</u>	<u>Large</u>	<u>No</u>	<u>Prefers well drained sites. Open form. Deep green leaves with yellow-brown fall color. Needs ample space.</u>
<u>Giant Sequoia</u> <u>Sequoiadendron</u>	<u>No</u>	<u>Large</u>	<u>No</u>	<u>A good choice in a landscape with adequate space.</u>
<u>Japanese snowbell</u>	<u>No</u>	<u>Medium</u>	<u>Yes</u>	<u>Needs well drained soil and ample water. Medium green foliage with yellow fall color. Blooms in June with fragrant white bell-shaped flowers.</u>
<u>Little Leaf Linden</u> <u>Tilia cordata</u>	<u>No</u>	<u>Small</u>	<u>Yes</u>	<u>Small deciduous tree reaching height of 30 feet. Tolerant of urban conditions.</u>
<u>Sawleaf zelkova</u> <u>Zelkova serrata</u>	<u>No</u>	<u>Large</u>	<u>No</u>	<u>Water well initially to establish deep roots. Once established, very drought and wind tolerant. Fall foliage varies from yellow to dark red. Smooth gray bark.</u>
<u>Notes: Canopy size categories: (a) Large - mature canopy area >1,250 square feet (b) Medium – mature canopy area 450 to 1,250 square feet (c) Small – mature canopy area 450 square feet or less</u>				

19.46.155. Tree removal outside of native vegetation areas.

The director may approve the removal of trees that are not part of a native vegetation area that were required to be retained as part of a previous plan approval, if it is determined that the tree is diseased, physically deteriorated, potentially hazardous, damaged or subject to wind throw. Trees that are removed as approved by the director shall be replaced at a one to one ratio. Replacement trees shall be a minimum two and one-half-inch caliper for deciduous trees or a minimum of six feet in height from existing grade for conifers.

19.46.160 Administrative relief and alternative compliance^{cas411}.

The standards contained in this chapter are intended to encourage development which is economically viable and environmentally satisfying. The standards are not intended to be arbitrary or to inhibit creative solutions. Projects may justify approval of alternative methods for compliance with the standards. Conditions may arise where normal compliance is impractical or impossible, or where maximum achievement of the community's objectives can only be obtained through alternative compliance.

(1) Requests for alternative compliance and administrative relief may be accepted for any application to which the requirements of this chapter apply, when one or more of the following conditions exist:

- (a) Topography, soil, vegetation or other site conditions make it impossible or impractical; or improved environmental quality would result from alternative compliance;
- (b) Space limitations, unusually shaped lots, and prevailing practices in the surrounding neighborhood may justify alternative compliance for infill sites, and for improvements and redevelopment in older communities;
- (c) Parking lots with five parking spaces or less may apply for administrative relief in order to reconfigure landscaping to be less than 15 percent of the parking lot. For example, a portion of the requirement can be met by landscaping around the perimeter of the parking lot;
- (d) Change of use of an existing site increases the buffer required more than it is feasible to provide;
- (e) Safety considerations make alternative compliance necessary;
- (f) When an alternative proposal is equal or better than normal compliance in its ability to fulfill all landscaping requirements in this chapter;
- (g) Alternative types of irrigation for preexisting conditions.

Alternative compliance shall be limited to the specific project under consideration and shall not establish precedents for acceptance in other cases.

(2) Submittal requirements.

- (b) Requests for alternative compliance shall be accompanied by sufficient explanation and justification, written and/or graphic, to allow appropriate evaluation and decision;
- (c) A request for alternative compliance shall be submitted to the planning director (or designee) at the time the landscape plan is submitted. In the case of those plans for which no public hearing is required, the decision of the planning director (or designee) will be final, unless the applicant appeals the decision to the hearing examiner.
- (d) The planning director may request modification of proposed standards in the administrative relief proposal. (Ord. 1221 § 1, 2000).

19.46.170 Enforcement of chapter.

A violation of any of the provisions of this chapter shall be a civil offense and any person failing to comply thereof shall be punished by a fine not to exceed \$250.00 or value of materials and labor to bring the property into compliance with this chapter, whichever is greater. It shall be a separate offense for each and every day or portion thereof during which any violation of any part of the provisions of this chapter is committed, continued or permitted. (Ord. 1221 § 1, 2000^{ens421}).

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

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

PASSED by the City Council this ___ day of _____ 2011.

CITY OF OAK HARBOR

Approved () _____
Vetoed () Mayor

Date

ATTEST:

City Clerk

Approved as to Form:

City Attorney

Published: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING TITLE 21 OF THE OAK HARBOR MUNICIPAL CODE ENTITLED "SUBDIVISIONS" FOR THE PURPOSES OF PROMOTING LOW IMPACT DEVELOPMENT STORMWATER MANAGEMENT PRACTICES IN SUBDIVISIONS, SHORT SUBDIVISIONS, AND BINDING SITE PLANS.

WHEREAS, the City of Oak Harbor's Comprehensive Plan in Environment Policy 2(h) says "the City should provide incentives to utilize Low Impact Development techniques for new development and redevelopment projects that will further promote resource protection and stewardship. Such incentives may include density credits, street width and/or parking requirement reductions, stormwater fee credits, landscape/park requirement credits, and/or expedited permit review processing. The City should also provide educational materials through pamphlets or web links to the public to educate the public on low impact development and;

WHEREAS, the City of Oak Harbor finds that Low Impact Development is a non-structural approach for managing stormwater from new and redeveloped sites which has been found by multiple professional and academic studies to have less impact on the environment, especially water quality, than conventional approaches for treating stormwater and;

WHEREAS, the City of Oak Harbor finds that Low Impact Development techniques are, in most cases, cost competitive or less expensive to install than conventional stormwater infrastructure and;

WHEREAS, the City finds that Low Impact Development techniques promote higher property values by using vegetated raingardens, native vegetation areas, and pervious pavements which are considered to be more aesthetically appealing than conventional stormwater techniques and;

WHEREAS, the City of Oak Harbor finds that the Oak Harbor Municipal Code currently does not have standards for incorporating Low Impact Development in site designs, that having such standards will further promote the use of Low Impact Development stormwater treatment techniques, and will help City staff review these projects more efficiently and;

WHEREAS, the City of Oak Harbor conducted seven (7) work sessions on the proposed code updates with the Planning Commission which were open to the public on the following dates: October 27, 2009, November 24, 2009, January 26, 2010, February 23, 2010, March 23, 2010, April 27, 2010, and May 25, 2010 and;

WHEREAS, the City of Oak Harbor conducted a public meeting before the Planning Commission on January 24, 2010 and opened a public hearing on February 22, 2011 which was closed on March 29, 2011, and;

WHEREAS, the Oak Harbor Planning Commission recommended approval of the subject ordinance to the City Council and;

WHEREAS, the City of Oak Harbor issued Notice of Application on February 12, 2011 and Determination of Non-Significance (DNS) on March 11, 2011 for a SEPA Environmental Checklist in accordance with Chapter 43.21 RCW and;

WHEREAS, the City of Oak Harbor provided a 60-day comment period which began on March 17, 2011 and ended on May 17, 2011 to the Washington State Department of Commerce in accordance with Section 36.70A.106 RCW.

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

Section One. Chapter 21.10 of the Oak Harbor Municipal Code, last amended by Ordinance 1568, section four in 2010, is hereby amended to read as follows:

**Chapter 21.10
GENERAL PROVISIONS**

Sections:

21.10.010	Purpose.
21.10.020	Applicability.
21.10.030	Administration.
21.10.040	City standards.
21.10.050	Consent to access.
21.10.060	Monuments.
21.10.070	Definitions.

21.10.010 Purpose.

This title shall be known as the "Subdivision Ordinance of the City of Oak Harbor, Washington." The purpose of this title is to regulate the subdivision of land and to promote the public health, safety and general welfare in accordance with the standards established by the state in Chapter 58.17 RCW as now or hererafter amended and the city and to:

- (1) Provide for the expeditious review and approval of proposed land divisions which comply with this title, the Oak Harbor zoning ordinance, other city plans, policies and land use controls, and Chapter 58.17 RCW;
- (2) Promote safe and convenient traffic circulation;
- (3) Facilitate adequate provision for water, sewerage, drainage, parks and recreational areas, sites for schools and school grounds, and other public requirements;
- (4) Provide for proper ingress and egress;
- (5) Adequately provide for the housing and commercial needs of the citizens of the state and city;
- (6) Require uniform monumenting of land divisions and conveyance by accurate legal description;
- (7) Provide for convenient and safe pedestrian and bicycle movement;
- (8) Promote the integration of new residential neighborhoods with developed areas of

- the community;
- (9) Encourage environmentally sound Low Impact Development techniques to manage stormwater;
 - (10) Facilitate development that is aesthetically appealing and appropriate for the community; and
 - (11) Implement the goals, objectives and policies of the Oak Harbor Comprehensive Plan.

21.10.020 Applicability.

- (1) The provisions of this title shall apply to all division of land within the corporate limits of the City of Oak Harbor except as expressly stated in this title.
- (2) Division of land into nine (9) or less lots shall be in compliance with the regulations and standards governing "short subdivision" set out in Chapter 21.70 of this title unless the binding site plan procedures of Chapter 21.80 are being followed. Division of land into ten (10) or more lots shall comply with regulations and standards pertaining to "Subdivisions" contained herein and must follow the preliminary and final procedures hereafter set forth or, if applicable, binding site plan processes.
- (3) Sale of land is prohibited unless it is a duly platted parcel of land or lot or is a tract of record prior to September 16, 1980, or is a parcel of land approved under the short subdivision provisions.
- (4) The provisions of the subdivision ordinance shall not apply to:
 - (a) Cemeteries and other burial plats while used for that purpose;
 - (b) Divisions of land into lots or tracts each of which is one hundred twenty-eighth (1/128th) of a section of land or larger, or five (5) acres or larger if the land is not capable of description as a fraction of a section of land;
 - (c) Divisions made by testamentary provisions, or the laws of descent;
 - (d) Divisions of land into lots or tracts classified for industrial or commercial use when the city council has approved a binding site plan for the use of the land in accordance with Chapter 21.80 of this title;
 - (e) A division for the purpose of lease when no residential structure other than mobile homes or travel trailers are permitted to be placed upon the land when the city council has approved a binding site plan for the use of the land in accordance with Chapter 21.80 of this title;
 - (f) A division made for the purpose of alteration by adjusting boundary lines between platted or unplatted lots or both, which does not create any additional lot, tract, parcel, site, or division nor create any lot, tract, parcel, site, or division which contains insufficient area and dimension to meet minimum lot size requirements for width and area as specified in the underlying zoning;
 - (g) Divisions of land into lots or tracts if:
 - (i) Such division is the result of subjecting a portion of a parcel or tract of land to either Chapters 64.32 or 64.34 RCW subsequent to the recording of a binding site plan for all such land;
 - (ii) The improvements constructed or to be constructed thereon are required by the provisions of the binding site plan to be included in one (1) or more condominiums or owned by an association or other

- legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest;
- (iii) The city council has approved the binding site plan for all such land;
 - (iv) Such approved binding site plan is recorded in Island County;
- (h) A division for the purpose of leasing land for facilities providing personal wireless services, as defined in Chapter 58.17.040 RCW, while used for that purpose.
- (i) A division of land into lots or tracts of less than three (3) acres that is recorded in accordance with Chapter 58.09 RCW and is used or to be used for the purpose of establishing a site for construction and operation of consumer-owned or investor-owned electric utility facilities as defined in Chapter 58.17 RCW. This subsection does not exempt a division of land from the zoning and permitting laws and regulations of the Oak Harbor Municipal Code. Furthermore, this subsection only applies to electric utility facilities that will be placed into service to meet the electrical needs of a utility's existing and new customers.
- (5) Land which the city council may find to be unsuitable or inappropriate for subdivision due to flooding, inadequate drainage, excessive slope, rock formations, high ground water, or other features likely to be harmful to the safety and general health and welfare of the future residents shall not be subdivided unless adequate corrective methods are provided and approved by city council.

21.10.030 Administration.

The director of development services, referred to in this title as “director” is delegated and assigned the administrative and coordinating responsibilities contained in this title pursuant to Chapter 58.17 RCW. All applications for land division approval under this title shall be submitted to the development services department. In cases where an environmental impact statement is required under the provisions of the State Environmental Policy Act (SEPA – Chapter 43.21C RCW), the department shall not be considered to be in receipt of an application, for the purpose of complying with time limitations established by this title, until the date of issuance of a final environmental impact statement.

21.10.040 City standards.

In addition to compliance with this title, all subdivisions shall adhere to all applicable adopted City standards and regulations including, but not limited to, the Comprehensive Plan, the Sewer Comprehensive Plan, the Water System Plan, and the Comprehensive Stormwater Drainage Plan, and the street and utility standards of the city which are on file with the city clerk.

21.10.050 Consent to access.

Persons applying for land division or lot line adjustment approval under this title shall permit free access to the land subject to the application to all agencies considering the

proposal for the period of time extending from the time of application to the time of final action.

21.10.060 Monuments.

~~Concrete~~ Brass monuments in cases shall be set at controlling corners of the subdivision, at all points where the street lines intersect the exterior boundaries of the subdivision, at controlling corners and points of curvature in each street, and at all street intersections. All surveys shall be of third order accuracy. The use of state plane coordinates is required.

All other lot corners shall be marked with a permanent suitable metal marker not less than three-eighths inch ($3/8^{\text{th}}$) in diameter and eighteen inches (18") long and driven flush with the finished grade.

21.10.070 Definitions.

Words used in the present tense shall include the future tense; the future tense shall include the present tense. The singular shall include the plural; the plural shall include the singular. The words "may" and "should" are permissive; "shall" is mandatory.

- (1) "Alley" means a public or private right-of-way, a minimum of twenty (20) feet in width, which affords a secondary access to abutting property.
- (2) "Block" means a group of lots, tracts, or parcels surrounded by public rights-of-way or easements for pedestrian/bike travel.
- (3) "Block length" means the perimeter distance around a block, divided by two (2).
- (4) "Binding site plan" means a drawing to a scale specified by Chapter 21.80 OHMC which:
 - (a) Identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters specified by local regulations;
 - (b) Contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the city; and
 - (c) Contains provisions requiring development to be in conformity with the site plan.
- (5) "Building" means any structure used or intended for supporting or sheltering a continuous use.
- (6) "Building setback line" means a line parallel to the front property line in front of which no structure shall be erected. The location of such line shall be determined from the regulations of the zoning ordinance of the city.
- (7) "City" means the city of Oak Harbor.
- (8) "City engineer" means the duly appointed engineer for the city.
- (9) "City finance director" means the duly appointed treasurer and finance director for the city.
- (10) "Comprehensive plan" means the coordinated land use policy statement of the City adopted pursuant to 36.70A.030(4) RCW.
- (11) "Controlling corner" means all angle points of the perimeter of a subdivision or separate divisions of a subdivision.
- (12) "Council" means the city council of the city.

- (13) "County assessor" means the duly elected county assessor for the county.
- (14) "County auditor" means the duly elected county auditor for the county.
- (15) "County engineer" means the duly appointed county engineer for the county.
- (16) "County treasurer" means the duly elected county treasurer for the county.
- (17) "Dedication" means the deliberate appropriation of land by an owner for any general and public use, reserving to him/her no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final or short plat showing the dedication thereon and the acceptance by the public shall be evidenced by the approval of such plat for filing by the City.
- (18) "Director" means the duly appointed director of development services for the city.
- (19) "Engineer" means a registered professional engineer licensed to practice engineering in the State of Washington.
- (20) "Grid street pattern" means a street layout characterized by rectangular blocks and four-way intersections with streets meeting at right angles. This street pattern is also characterized by no or very few dead-ends.
- (21) "Modified grid street pattern" means a street layout characterized by rectangular blocks. This street pattern is distinguished from a grid street pattern by a mix of three-way and four-way intersections with streets meeting at right angles.
- (22) "Health department" means the county department of health.
- (23) "Low impact development" or "LID" means a stormwater management strategy that emphasizes conservation and use of existing natural site features integrated with distributed, small-scale stormwater controls to more closely mimic natural hydrologic patterns in residential, commercial, and industrial settings.
- (24) "Lot" means a fractional part of subdivided land having fixed boundaries being of sufficient area and dimension to meet minimum zoning requirements for width and area. The term shall include "plots" and "parcels."
- (a) "Corner lot" means a lot which abuts on two (2) or more intersecting streets;
- (b) "Interior lot" means a lot which has frontage on one (1) street only;
- (c) "Through lot" means a lot other than a corner lot abutting more than one (1) street.
- (25) "Metes and bounds" means a description of real property which starts at a known point of beginning and describes the bearings and distances of the lines forming the boundaries of the property, and is completed when the description returns to the point of beginning.
- (26) "Mid-block connection" is a thoroughfare connecting two (2) sides of a residential block, usually located near the middle of said block and intended for pedestrian and bicycle use.
- (27) "Monument" means an object used to permanently mark a surveyed location. The size, shape and design of the monument is to be in accordance with standards specified by the city engineer.
- (28) "Open space" means a portion of land excluding building sites and parking areas which is designated and maintained as an area for leisure, recreation and other activities normally carried on outdoors. Open space may include greenbelt and

- recreational areas.
- (29) "Pavement width" means the actual paved surface measured from edge to edge of streets or alley road surface.
- (30) "Pipe stem lots," also called a "panhandle" lot, is defined as a parcel of land which resembles a rectangle with a lot taken out of a corner or corners leaving the remainder with considerably less width on the front lot line than the width at the rear of the parcel.
- (31) "Planning commission," also referred to as "the commission," means the appointed planning commission of the city.
- (32) "Plat" means a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys or other divisions and dedications.
- (a) "Preliminary plat" means a neat and accurately scaled drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements, which shall furnish a basis for the approval or disapproval of the subdivision.
- (b) "Final plat" means the final drawing of the subdivision and dedication prepared for recording with the county auditor and containing all elements and requirements in Chapter 58.17 RCW and the Oak Harbor Municipal Code.
- (c) "Redivision" means a map or representation of a subdivision showing thereon the division of a tract or parcel of platted land into two (2) or more lots, blocks, streets, and alleys or other divisions and dedications.
- (d) "Short plat" means the map or representation of a short subdivision.
- (33) "Plat certificate" means a title report by a title insurance company certifying the ownership, deed restrictions, covenants, etc., of the land being subdivided.
- (34) "Right-of-way" or "R/W" means a strip of land deeded or dedicated to the city for street, utility and/or drainage purposes.
- (35) "Short Subdivision" means the division or redivision of land into nine (9) or less lots, tracts, parcels, or divisions for the purpose of sale or lease.
- (36) "Street" means a dedicated and accepted public right-of-way for vehicular traffic. The word "street" includes the words "road, drive, boulevard or way."
- (a) "Arterial street" means an existing or proposed roadway designated as a "Principal" or "Minor" arterial within the Transportation Element of the Comprehensive Plan.
- (b) "Collector street" means an existing or proposed roadway designated as a "Collector" or "Collector, Industrial" in the Transportation Element of the Comprehensive Plan.
- (c) "Cul-de-sac" means a turnaround at the termination of a dead-end street designed in such a manner as to provide for the safe and convenient reversal of traffic movement.
- (d) "Dead-end street" means a local street whose continuation is not required by the city for access to adjoining properties. For the purposes of this title, "eyebrow" or "crescent" turn-arounds are not considered to be dead-ends.
- (e) "Local or minor access street" means a street providing vehicular access to abutting properties.

- (f) “Private street” means a privately owned right-of-way which provides access for up to nine (9) residential units and meets the requirements of this title.
- (g) “Shared drive” means a privately owned right-of-way for vehicular access for a maximum of four (4) residential units and meets the requirements of this title.
- (37) “Street and utility standards of the city” shall consist of the requirements contained in the standard drawings and documents as specified by the city engineer which are on file with the city clerk.
- (38) “Subdivider” means any person, firm or corporation who subdivides or develops any land deemed to be a subdivision.
- (39) “Subdivision” means the division or redivision of land into ten (10) or more lots, tracts, parcels, sites or divisions for the purpose of sale or lease and includes all resubdivision of land.
- (40) “Surveyor” means a registered professional land surveyor licensed to practice surveying in the State of Washington.
- (41) “Tract” is a non-buildable unit of land created by a subdivision, short subdivision, deed, or other instrument recorded with the appropriate county recorder. Tracts are usually held in common by the owners of an organization, such as a home owner’s association, for common benefit and are not required to meet minimum lot size and dimensional requirements of the applicable zone.

Section Two. Chapter 21.20 of the Oak Harbor Municipal Code, last amended by Ordinance 1568, section four in 2010, is hereby amended to read as follows:

**Chapter 21.20
PRELIMINARY PLATS**

Sections:

- 21.20.010 Purpose and Applicability.**
21.20.020 Process for preliminary plat.
21.20.030 Application and submission requirements.
21.20.040 Prints, application and fee submittal.
21.20.050 Review procedures.
21.20.060 Dedications.
21.20.070 Planning commission public hearing.
21.20.080 City council decision.
21.20.090 Effect of approval.

21.20.010 Purpose and Applicability.

The purposes of a preliminary plat (preliminary subdivision) application is to:

- (1) Accept public comment on the proposed plat application in accordance with the public participation goals and policies of the comprehensive plan and;
- (2) Review the proposed division of land for conformance with the comprehensive plan, zoning standards contained in Title 19 OHMC and design standards of this title including, but not limited to, lot size, setbacks and density prior to submittal of detailed construction plans and drawings under the provisions of Chapter 21.30

OHMC.

A preliminary plat shall be required when division of land into ten (10) or more lots, tracts, or parcels is proposed for which a binding site plan process is not being followed.

21.20.020 Application and submission requirements.

- (1) The preliminary plat shall be prepared, stamped and signed by a licensed land surveyor.
- (2) The preparer shall, by placing his or her signature and seal upon the face of the plat, certify that all information is portrayed accurately and that the proposed subdivision complies with the standards and requirements of this title, the Oak Harbor zoning ordinance, and any other applicable land use and development controls.
- (3) The preliminary plat must be prepared in accordance with the following minimum requirements:
 - (a) The preliminary plat shall be reproducible;
 - (b) All geographic information portrayed by the preliminary plat shall be accurate, legible, and drawn to an engineering (decimal) scale;
 - (c) The horizontal scale of a preliminary plat shall be one hundred (100) feet or fewer to the inch, except that the vicinity sketch and typical street cross sections may be drawn to any other appropriate scale; and
 - (d) A preliminary plat shall be twenty-four (24) inches by thirty-six (36) inches in size, and if more than one (1) sheet is needed, each sheet shall be numbered consecutively and an index sheet showing the entire property and orienting the other sheets, at any appropriate scale, shall be provided.
- (4) The preliminary plat must include the following information:
 - (a) Name of proposed plat;
 - (b) Name, address and phone number of the subdivider (owner) and the name, address and phone number and seal of the surveyor preparing the plat;
 - (c) An accurate and complete legal description of the area being platted;
 - (d) All parcels of land intended to be dedicated or temporarily reserved for public use and the conditions attached thereto shall be accurately indicated;
 - (e) The lines and names of all streets and other public ways, pedestrian/bike connections, parks, playgrounds and easements intended to be dedicated for public use and/or common areas granted for use of inhabitants of the subdivision;
 - (f) There shall be a vicinity sketch at a scale of not more than eight hundred (800) feet to the inch showing the proposed plat in relation to surrounding land. All platted or public rights-of-way for a distance of at least a quarter mile shall be shown, and additional area shall be illustrated, if necessary, to show connecting streets or arterials;
 - (g) Monuments found and established during the preliminary survey;
 - (h) Names and addresses of all land owners contiguous to the proposed plat;
 - (i) Present zoning classification on and adjacent to the proposed plat;
 - (j) Date, scale, north arrow and lot lines; and
 - (k) All mapped information shall be prepared in a neat and legible manner.

- (5) On a separate sheet of paper from the preliminary plat map, a site plan showing the following:
 - (a) Name of plat;
 - (b) Topography of the area with a maximum five-foot (5') contour intervals;
 - (c) City datum shall be used;
 - (d) Location of all utilities and sizing of existing and proposed public utilities, including but not limited to fire hydrants, water, sewer, storm drains, electricity, gas, telephone and cablevision lines, mail boxes; and
 - (e) Existing structures and natural features and all proposed and existing improvements within and adjoining the proposed subdivision as required by the design standards contained in Chapters 21.50 and 21.60 OHMC.
- (6) A landscape plan showing all of the following:
 - (a) All buffers, screening, native vegetation and/or tree retention areas, fences and hedges required by Chapter 19.46 OHMC^{cas1};
 - (b) Landscaping around stormwater ponds as required by this title;
 - (c) Any landscaping required in the public right-of-way or pedestrian/bicycle connections, including location, type and spacing of street trees; and
 - (d) Locations of light fixtures in pedestrian/bike connections and along all streets;
- (7) An environmental checklist and review fee shall be required in accordance with city ordinance upon the submittal of a preliminary plat;
- (8) A copy of any deed restrictions or protective covenants existing or proposed; and
- (9) Any additional materials, supporting documentation, and fees necessary to fulfill the requirements of other applicable municipal standards defined in the Oak Harbor Municipal Code.

21.20.030 Prints, application and fee submittal.

The preliminary plat application number of prints and applicable fees shall be as set forth on forms provided by the development services department.

21.20.040 Review procedures.

- (1) Preliminary subdivision approval shall be a Type IV review process as outlined in OHMC Chapter 18.20.
- (2) Upon receipt of the proposed preliminary plat application and determination of "fully completed" status, the director shall distribute it to each of the following for their review and comments as applicable:
 - (a) City administrator or such other person as designated by the mayor;
 - (b) City engineer;
 - (c) Fire chief;
 - (d) Police chief;
 - (e) Public works superintendent;
 - (f) City park board;
 - (g) Island County planning department;
 - (h) Oak Harbor school district;
 - (i) Post office;

- (j) Public and private utilities (such as power and natural gas), telephone, cable TV, telecommunications providers holding franchises in Oak Harbor; and
 - (k) Other agencies designated by the mayor.
- (3) For purposes of this section, the term “fully completed,” as used in RCW 58.17.033, is the same as “Technically Complete” as defined and referenced in OHMC 18.20.350.
- (4) The director shall prepare and give notice of the time, location and purpose of the hearing to the following agencies, if applicable:
- (a) Department of Transportation if the preliminary plat is adjacent to the right-of-way of a state highway or within two (2) miles of the boundary of a state or municipal airport; and
 - (b) The county if the preliminary plat abuts the city limits.

21.20.050 Dedications.

- (1) Dedication of land to any public body, provision of public improvements to serve the subdivision, and/or impact fees imposed in conformity with RCW 82.02.050 through 82.02.090 may be required as a condition of subdivision approval. Dedications shall be clearly shown on the final plat. No dedication, provision of public improvements, or impact fees imposed under RCW 82.02.050 through 82.02.090 shall be allowed that constitutes an unconstitutional taking of private property. The city shall not, as a condition to the approval of any subdivision, require a release from damages to be procured from other property owners.
- (2) If the preliminary plat includes a dedication of a public park with an area of less than two (2) acres and the donor has designated that the park be named in honor of a deceased individual of good character, the city shall adopt the designated name.

21.20.060 Planning commission public hearing.

- (1) Notice shall be provided of a public hearing before the planning commission.
- (a) The director shall set a public hearing before the planning commission on the preliminary plat application.
 - (b) The director shall publish notice of the hearing not less than fifteen (15) days prior to the hearing date in a newspaper of general circulation in the area where the real property which is proposed to be subdivided is located.
 - (c) The director shall also give special notice of the hearing to landowners of adjacent real property located within three hundred (300) feet of any portion of the boundary of the proposed subdivision. If the owner of the real property which is proposed to be subdivided owns another parcel or parcels of real property which lie adjacent to the real property proposed to be subdivided, special notice shall also be given to landowners of real property any portion of the boundaries of which are adjacent to real property owned by the owner of the real property proposed to be subdivided.
 - (d) All hearing notices shall include a description of the location of the proposed subdivision. The description may be in the form of either a

- vicinity location sketch or a written description other than a legal description.
- (2) The planning commission shall consider the preliminary plat application and make a recommendation to the city council whether to approve or disapprove the proposed subdivision.
 - (a) The public hearing shall be an open record hearing where testimony and evidence shall be taken subject to the rules of procedure of the planning commission.
 - (b) The applicant shall be given an opportunity to testify and produce evidence in support of the preliminary plat application.
 - (c) Members of the public shall also be allowed to testify and to produce evidence.
 - (d) The planning commission shall review the application to determine whether the proposed subdivision conforms to the city's comprehensive plan, zoning code, and other planning documents adopted by the city council.
 - (e) The planning commission shall enter written finding of fact and conclusions concerning the proposed subdivision and include them in the recommendations to the city council.
 - (f) The recommendations of the planning commission shall be transmitted to the city council within fourteen (14) days of action by the planning commission.

21.20.070 City council decision.

- (1) The preliminary plat application shall be placed on the agenda for the next regular city council meeting not less than one (1) week after the city council's receipt of the planning commission recommendations.
- (2) Consideration of the application by the city council shall be a closed record proceeding. The city council shall make its determination whether to approve or disapprove the application based on the record created before the planning commission and the planning commission's recommendations.
- (3) The city council shall inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication(s). It shall make written findings:
 - (a) Whether appropriate provisions have been made for, but not limited to, the public health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.
 - (b) Whether the public use and interest will be served by the platting of the subdivision and dedication(s).
 - (c) The city council may approve or disapprove the application by resolution, which shall include the written findings required in paragraph (3) of this section. The city council may condition approval of the preliminary plat

upon actions to meet the requirements of paragraph (3) of this section. The city council may not require a release from damages to be procured from other property owners as a condition of preliminary plat approval.

- (d) The city council decision shall be made within ninety (90) days of the date of the director's determination that the application is fully completed, excluding those excepted time periods specified in RCW 58.17.140, unless the applicant consents in writing to an extension of the time period for decision.

21.20.080 Effect of approval.

- (1) Approval of the preliminary plat by the city council shall constitute approval for the applicant to develop construction plans and specifications for facilities and improvements, as required, in strict conformance with the approved preliminary plat, street and utility standards adopted by the city, and any special conditions required by the council.
- (2) Permission shall not be granted for installation of required improvements until all construction plans and specifications have been approved in writing by the city engineer.
- (3) Time for performance. Except as provided for in 21.40.020, construction shall be completed within five (5) years of the date of the city council resolution approving the preliminary plat or the preliminary plat approval shall terminate and all permits and approvals issued pursuant to such authorization shall expire and be null and void. If construction has been commenced but the work has been abandoned for a period of one (1) year or more, and if no extension of time has been granted as provided in 21.40.020 OHMC, the authorization granted for the preliminary plat shall terminate and all permits and approvals issued pursuant to such authorization shall expire and be null and void.

Section Three. Chapter 21.50 of the Oak Harbor Municipal Code last amended by Ordinance 1568, section seven in 2010, is hereby amended to read as follows.

**Chapter 21.50
GENERAL DESIGN STANDARDS**

Sections:

21.50.010	Purpose.
21.50.020	Applicability.
21.50.030	Relationship to other plans required by this title.
21.50.040	Waiver of requirements – Procedure.
21.50.050	General improvement standards.
21.50.060	Streets – Access requirements.
21.50.070	Streets – Required improvements.
21.50.080	Streets – Relationship to adjoining development.
21.50.090	Alleys.
21.50.100	Lot Dimensions.

21.50.010. Purpose.

The design standards in this chapter implement the goals and policies of the Oak Harbor Comprehensive Plan for the division of land within city boundaries into lots, tracts, and parcels, as well as set requirements for the design and provision of public infrastructure needed to serve land divisions.

21.50.020. Applicability.

The general design standards in this chapter apply to all divisions of land within the City of Oak Harbor, including binding site plans, short subdivisions, and subdivisions.

21.50.030 Relationship to other plans required by this title.

All improvements required by this chapter for land divisions must be shown on the preliminary plat site plan, short subdivision map, or the binding site plan map, as applicable.

21.50.040 Waiver of requirements - Procedure.

- (1) Any subdivider can make application for a waiver from one (1) or more of the design standards contained in this chapter provided the request is received concurrently with the proposed subdivision, short subdivision, binding site plan or dedication. In addition, the waiver process described in this section may be used to vary from the residential design standards in Chapter 21.60. A waiver shall be granted only upon a finding that strict compliance with the provisions for subdivision, short subdivision, binding site plan or dedication would cause unusual and unnecessary hardship on the subdivider due to the following:
 - (a) Because of the size of the tract to be subdivided; or,
 - (b) Its topography; or,
 - (c) The condition or nature of adjoining areas; or,
 - (d) The existence of unusual physical conditions.
- (2) No waiver shall be granted which allows a subdivision, short subdivision or binding site plan, which is not in the public interest as identified in RCW

- 58.17.010 et seq.
- (3) Subdivision waivers are a Type IV review process, as described in Chapter 18.20 of the OHMC and shall accompany and be processed with the preliminary plat, short subdivision, binding site plan or boundary line adjustment application.
 - (4) Such conditions may be required which may achieve, insofar as practicable, the objectives of the requirements for which a waiver is authorized.
 - (5) Application for an Adjustment or Waiver from the Local Residential Street designs contained in Table 21.50 -1 shall be processed in accordance with the provisions of section 21.60.070 and 21.60.080 OHMC, not the provisions of this section.

21.50.050 General improvement standards.

The standards of this section shall apply generally throughout the city of Oak Harbor.

- (1) A water distribution system, including fire hydrants, shall provide domestic water service and fire protection to each lot. Said system shall conform to the city's comprehensive water plan, established policy and state requirements. Fire hydrant type and location shall be subject to the review and approval of the fire chief or his designee. Water mains and distribution systems shall be installed as shown on construction plans approved by the city engineer pursuant to Chapter 21.30 OHMC
- (2) Sewer mains shall be installed as shown on drawings approved by the city engineer and shall conform to the city's comprehensive sewer plan. When required, sewer mains, manholes, lift stations and force mains shall be installed in all subdivisions prior to any water service being connected to any improvements. Service connections shall be provided to each lot.
- (3) Drainage:
 - (a) All drainage in and through the subdivision shall be the responsibility of the subdivider.
 - (b) The subdivider may divert or enclose the natural drainage in his subdivision after providing a drainage system approved by the city engineer. The subdivider shall bear all costs associated with diverting or enclosing natural drainage and such alterations shall comply with Title 20 OHMC.
 - (c) All drainage within street rights-of-way must be contained in underground pipes and culverts except where permitted in gutters, or where Low Impact Development ("LID") stormwater management facilities are approved by the city;
 - (d) Where required, the subdivider shall design and install storm drain detention or infiltration systems.
 - (e) Alternate drainage structures, facilities and conveyances, such as LID techniques, may be acceptable where soil conditions permit, subject to approval by the city engineer.
 - (f) For maintenance purposes, all storm water detention or treatment facilities shall be placed in a tract, unless located within a public right-of-way.
- (4) Streets:

- (a) Paved streets, sidewalks, landscape strips and concrete curbs and gutters shall be required on all dedicated street rights-of-way in all subdivisions, unless an alternative design has been approved in accordance with section 21.60.070 and 21.60.080. LID alternatives such as permeable surfacing and on-site stormwater management facilities are encouraged where site and soil conditions make these feasible alternatives. All improvements shall be constructed in conformance with city street and utility standards and, when applicable, the "LID Technical Manual for Puget Sound" (Puget Sound Action Team, January, 2005 edition).
 - (b) The improvements shall be made from intersection to intersection, intersection to subdivision boundary, or from subdivision boundary to subdivision boundary.
 - (c) All streets, roads and alleys shall be graded to their full width so that pavement and sidewalks can be constructed on the same plane. Before grading is started, the entire right-of-way area shall be cleared of all stumps, roots, brush and other objectionable materials, and all trees not intended for preservation.
 - (d) On streets where a proposed subdivision adjoins an existing subdivision or existing street dedication and the existing subdivision or existing street dedication does not meet city standards, the subdivider shall, as a minimum, be responsible for installing paved streets, sidewalks, curbs, gutters, landscape strips, street trees, monuments, sanitary and storm sewers, street lights, water mains, and street name signs on both sides of all streets within the subdivision and on one (1) side on streets around the perimeter of the proposed subdivision. Any partial street improvements required on the perimeter of a subdivision shall be designed to allow for two-way vehicular traffic where reasonably necessary as a direct result of the creation of the subdivision.
- (5) Alleys shall be constructed to the standards indicated in Table 21.50 – 1.
- (6) Sidewalks:
- (a) Sidewalks shall be installed on both sides of all streets, along dead-end streets and around cul-de-sacs. No physical obstructions such as poles, fire hydrants, utility boxes, utility vaults, or mailboxes shall be constructed in the sidewalk or overhang the sidewalk from zero to eight (8) feet above grade. Sidewalks shall be a minimum of five (5) feet wide and four (4) inches thick. Where rolled curb has been approved by the city engineer, all sidewalks adjacent will be a minimum thickness of six (6) inches.
 - (b) All sidewalks shall be completed prior to an occupancy permit being granted for any new building.
- (7) Other Utilities:
- (a) Street light standards and fixtures shall be provided to supply adequate lighting for the safety and convenience of the public.
 - (b) Franchise utilities shall be installed to provide electricity, natural gas, telephone, television/internet cable, and other services to the platted area. Said utilities shall be restricted to underground installation.

- (c) All utilities (water, sewer, and electrical, and if available, gas, TV cable, and internet cable) shall be installed to the property line prior to acceptance of the public improvements.
- (8) The subdivider shall install street name signs and traffic control signs and/or improvements and devices other than traffic signals to the satisfaction of the city engineer. The city may install such signs and devices at the expense of the subdivider.
- (9) All utilities except water, sewer and storm sewer will be installed behind the sidewalk.

21.50.060 Streets - Access requirements.

- (1) Each lot in a subdivision or short subdivision must have access to a public street or road. This requirement does not apply to lots created through a binding site plan. Alternatively, access may be by private access easement within a residential short subdivision in accordance with the requirements of sections 21.60.120 – through 21.60.140 of this title. In the case of lots intended for use by single-family residences, no more than one (1) driveway access is permitted for each lot, except as authorized by the city engineer.
- (2) Whenever a proposed lot created through land divisions abuts two (2) or more streets of a different functional classification, access to the lot must be from the street with the lowest functional classification. Provided, that access may be from the street with the highest functional classification if it is determined by the city engineer that access from the street with the lower functional classification is impractical or impossible due to:
 - (a) Existing site conditions;
 - (b) Existing structures; and/or
 - (c) Topography or critical areas constraints of the site.

21.50.070 Streets - Required Improvements.

- (1) Table 21.50 – 1 gives the minimum required dimensional standards for each functional street type listed in the Transportation Element of the Oak Harbor Comprehensive Plan. All public rights-of-way proposed within subdivisions, short subdivisions or binding site plans must conform to the requirements in Table 21.50 – 1, unless an alternative Local Residential Street design has been approved in accordance with section 21.60.070 or 21.60.080.

Street Type	Right-of-way width *	Face of curb to-face of curb width	Sidewalk width each side	Landscape strip width each side	Bike lane width each side
Principal Arterial, 4-lane	97 - 105 feet	52 feet without bike lanes, 60 feet with bike lanes. Landscaped median is 12	8 feet	12 feet	4 feet.

		feet.			
Minor Arterial, 2-lane	80 feet	47 feet, with 11 foot center turn-lane	5 feet	10.5 feet	5 feet
Minor Arterial, Industrial	60 feet	38 feet	none	6 feet (bioswale)	4 feet
Collector w/ bike lanes	66 feet	48 feet	5 feet	3 feet	5 feet
Collector, Industrial	50 feet	26 feet	none	6 feet (bioswale)	4 feet, one side
Local, Residential - Narrow	50 ft	28 feet with one parking lane. Or 28 feet including two 4-foot bike lanes and no parking	5 feet	5 feet	4 feet, optional
Local Residential, Wide	60 feet	36 feet parking on both sides. Or 36 feet with parking on one side and 4-foot bike lanes on both sides.	5 feet	5 feet	4 feet, optional.
<u>Local LID Street #1</u>	<u>50 feet</u>	<u>20 feet (two 10-foot travel lanes).</u>	<u>5 feet</u>	<u>8-foot planter strip on elevated side. 10-foot utility corridor on basin side. Bioretention outside of right-of-way</u>	<u>none</u>
<u>Local LID Street #2</u>	<u>60 feet</u>	<u>28.5 feet, with one 8.5-foot parking lane on basin side of street.</u>	<u>5 feet</u>	<u>9.5 foot planter strip on elevated side. 10-foot utility strip on basin</u>	<u>none</u>

				<u>side. Biorete ntion outside of right-of- way.</u>	
Alley	20	19 feet.***	none		none

* All street types include a 6-inch strip at the outside edge of the physical improvements, but within the right-of-way, with the exception of the "Minor Arterial, Industrial" which has a 1-foot strip on the outside edge of right-of-way, and the "Collector, Industrial" which has a 4 foot strip on the outside edge of right-of-way, and the Local LID Street #2 which has a 1-foot strip on the outside edge of right-of-way [cas2].

** All streets include 6-inch curbs not shown in the dimensions above, with the exception of alleys which do not have curbs.

*** 16-foot width pavement sections may be used as approved on alleys with permission from by the city engineer.

Note: All streets include 6-inch curbs not shown in the dimensions above, with exception of alleys which do not have curbs.

- (2) Where landscape strips are required on Local Residential streets within the public right-of-way, they are to be maintained by the property owner whose property is adjacent to the landscape strip. Such landscape strips shall contain one hundred percent (100%) groundcover in the form of drought-tolerant grass or turf.
- (3) Intersection spacing of less than one hundred twenty five feet (125') is not allowed.
- (4) For land division of commercial or industrial property, dead-end streets may be permitted where the proposed dead-end street will not adversely affect the traffic flow and circulation within the area. Dead-end streets shall terminate in a turnaround approved by the city engineer. The maximum allowable length is for dead-end streets is four hundred feet (400'), measured from the center of intersection to the dead-end terminus. Requirements for dead-end streets in residential subdivisions or short subdivisions are contained in OHMC section 21.60.110.
- (5) All public roads shall also meet the requirements Title 11 OHMC.

21.50.080 Streets - Relationship to adjoining development.

The standards in this section address pedestrian, vehicular and bicycle traffic flow on a site as it relates to surrounding sites. These provisions create continuous, multimodal connections across properties and developments of different ownership. In so doing, these standards facilitate the efficient and safe movement of pedestrians, bicycles and vehicles, giving each mode multiple route choices from origins to destinations.

- (1) Streets, sidewalks, pedestrian or bike paths, shall be linked within and between neighborhoods to create a continuous and interconnected network of roads and pathways;
- (2) Local Streets, Arterials and Collectors shall be extended to the boundary of the development, unless an exceptional circumstance of topography, critical areas or existing development prohibits the extension. Provided, that if an adjacent property has a reasonable likelihood of redeveloping in the future, the director may require a street stub. Streets that end within a subdivision which will be extended in the future must be designed at least 200 feet beyond the limits of the subdivision and shall be shown on the preliminary plat document.
- (3) The location of all Principal Arterials, Minor Arterials, and Collectors must conform to the Transportation Element of the Oak Harbor Comprehensive Plan;
- (4) All streets dedicated shall be full-width except along the boundary lines of the plat. Half-width streets may be permitted along the boundaries of a development

upon approval of a final plat and in compliance with 21.50.050(4) OHMC where reasonably necessary as a direct result of the creation of the subdivision.

- (5) The number of intersecting streets with Principal or Minor arterials shall be held to a minimum.
- (6) Increased right-of-way requirements: the city engineer may require that street widths be increased from the minimum width in Table 21.50 - 1 to provide for traffic movement, to reduce or eliminate traffic congestion and for safety reasons.

21.50.090 Alleys.

Alleys provide secondary access to an abutting property. Alleys may be considered as a design solution to provide vehicular or service access to residential, commercial and industrial properties according to the following provisions:

- (1) When alleys are proposed, they may be publicly dedicated and maintained or privately owned and maintained. All alleys which are dead-ends and do not provide a through connection to the other side of the block shall be privately owned and maintained.
- (2) The dimensions of alleys must conform to Table 21.50 – 1.
- (3) Alleys may be required by the city engineer as a design solution to serve residential properties which front on Arterials and Collectors and to minimize the number of driveway accesses on these streets. Alleys may also be required by the city engineer in commercial and industrial areas.
- (4) Where private alleys are proposed, access and utility easements for residential areas may be permitted in lieu of public dedication. All utility easements shall contain access provisions for purpose of public utility maintenance.

21.50.100 Lot Dimensions.

The following requirements address the size and shape of lots created as part of subdivisions or short subdivisions and are intended to create a well-ordered and efficient arrangement of lots.

- (1) Every lot shall have a minimum width of sixty feet (60') at the building line. All lots which do not have a width of sixty feet (60') at the setback line as referenced under the applicable zoning ordinance shall indicate on the face of the final plat the location of said building line.
- (2) The size, shape, and orientation of lots shall meet the minimum area and width requirements of the applicable zoning classification and shall be appropriate for the type of development and use contemplated.
- (4) Generally, the depth of the lot should not be more than three (3) times the width of the lot.
- (5) All lots shall have a minimum frontage of thirty feet (30') on a public street unless access from a shared drive or private street has been approved in accordance with the requirements of 21.60.120 through 21.60.140.
- (6) Insofar as practical, side lot lines shall be at right angles to street lines or radial to curved street lines, and no more than twenty (20) degrees from perpendicular to the front property line with which it intersects.
- (7) Side and rear lot lines shall be straight, or composed of straight line elements.
- (8) All lot corners in subdivisions and short subdivisions at intersections of dedicated public rights-of-way shall have a minimum radius of fifteen feet (15').

Section Four. Chapter 21.60 of the Oak Harbor Municipal Code last amended by section eight of Ordinance 1568 is hereby amended to read as follows:

**Chapter 21.60
RESIDENTIAL DESIGN STANDARDS**

Sections:

21.60.010	Purpose.
21.60.020	Applicability.
21.60.030	Relationship to other plans required by this title.
21.60.040	Blocks – Configuration.
21.60.050	Blocks – Size.
21.60.060	Local residential streets - Alternative designs.
21.60.070	Local residential streets – Adjustment application for alternative designs.
21.60.080	Local residential streets – Waiver application for alternative designs.
21.60.090	Local residential streets - Submittal requirements for alternative street designs.
21.60.100	Local residential streets – Layout.
21.60.110	Local residential streets - Limitations on dead-ends.
21.60.120	Access easements – When allowed.
21.60.130	Access easements – Design.
21.60.140	Access easements - Utility services.
21.60.150	Street trees – Requirement.
21.60.160	Street trees – Species.
21.60.170	Street trees – Maintenance and protection.
21.60.180	Landscape buffer – Requirement.
21.60.190	Landscape buffer – Design.
21.60.200	Landscape buffer – Maintenance and protection.
21.60.210	Pedestrian/bike connections – When required.
21.60.220	Pedestrian/bike connections – Design.
21.60.230	Pedestrian/bike connections – Safety.
21.60.240	Pedestrian/bike connections – Maintenance and Protection.
21.60.250	Stormwater ponds –Location and design.
21.60.260	Stormwater ponds – Required landscaping.

21.60.010 Purpose.

The following design criteria address the street, block and lot layout, landscaping and aesthetic design of residential subdivisions and short subdivisions and are intended to create attractive and safe neighborhoods and networks for pedestrians, bikes and vehicular travel within Oak Harbor. The criteria promote “walkable” neighborhoods which contribute to the efficient and comfortable movement of pedestrians, within Oak Harbor, and a reduction in the growth of vehicle trips, in accordance with the comprehensive plan policies.

21.60.020 Applicability.

The design standards contained in this chapter shall apply to all residential subdivisions or short subdivisions of land within the City of Oak Harbor, unless stated otherwise and are in addition to the general design standards of OHMC Chapter 21.50. These standards

do not apply to the division of land for commercial or industrial use.

21.60.030 Relationship to other plans required by this title.

All improvements required by this chapter for land divisions must be shown on the preliminary plat site plan, or short subdivision map, as applicable.

21.60.040 Blocks – Configuration.

- (1) Blocks shall be deep enough to allow two (2) tiers of lots, except where:
 - (a) There is an abutting Principal or Minor Arterial defined in the Transportation Element of the Comprehensive Plan;
 - (b) The location and extent of environmental constraints prevents a two-tiered lot arrangement;
 - (c) Unusual shape or small size of the lot prevents a two-tiered lot arrangement;
 - (d) A single-tiered lot arrangement may be permitted on the boundary of a residential subdivision or short subdivision bordering existing non-residential development.
 - (e) Prior to approval of a single-tier lot configuration based on exceptions (a), (b) or (c), the proponent has demonstrated to the city that a different layout or provision of an alley system is not feasible.

21.60.050 Blocks – Size.

- (1) Blocks shall be a maximum of eight hundred (800) feet in length, as defined in 21.10,
- (2) Blocks may be up to a maximum of one thousand feet (1,000') in length provided:
 - (a) The applicant has demonstrated, through written materials, drawings, and illustrations, submitted as part of the plat application, that an exceptional circumstance exists. Exceptional circumstances are steep topography (exceeding 10%), a critical area designated in the comprehensive plan or delineated in a critical areas report; and
 - (b) An alternative block pattern is proposed which achieves the purpose of this chapter; and,
 - (c) A mid-block pedestrian/bike connection conforming to the design standards of this chapter are provided for all blocks over eight hundred feet (800') in length.

21.60.060 Local residential streets - Alternative designs.

- (1) The following process for reviewing alternative street designs applies to Local Residential streets only. The City has a two-tiered process for reviewing alternative Local Residential street designs which do not meet the requirements in Table 21.50 - 1:
 - (a) In the first tier, applicants for residential subdivisions may request to vary from the standard designs in Table 21.50-1 for Local Residential streets. Such requests must continue to provide all of the essential elements listed in 21.60.070. These types of alterations are reviewed administratively through an "Adjustment" application under a Review Process II.

- (b) In the second tier, applicants may propose unique Local Residential street designs which eliminate one (1) or more of the essential elements found in 21.60.070 under a Review Process IV which shall be reviewed by planning commission at the time the preliminary plat is reviewed.

21.60.070 Local residential streets - Adjustment application for alternative designs.

- (1) The director may at the request of an applicant, allow adjustments under a Type II Review process to the Local Residential Street sections specified in Table 21.50 - 1 "Required Street Improvement Standards" in residential subdivisions. If an adjustment is requested, it must meet both provisions (a) and (b) below.
- (a) All of the "essential elements" continue to be provided in the street design. Essential elements are:
- (i) Pedestrian facilities must be provided on both sides of the street. Pedestrian facilities must be a minimum of five (5) feet in width, but need to be either concrete (pervious or impervious) or hard-packed gravel. However, hard-packed gravel surfaces may only be provided adjacent to critical areas, and shall not be provided adjacent to residential lots.
 - (ii) Adequate public parking is provided. In place of on-street parallel parking lanes, applicants for residential subdivisions may provide public parking in the form of head-in parking, diagonal parking, parking courts, or parking in side alleys. A minimum of one (1) public parking space per two (2) residential units in the subdivision must be provided, whether or not parking is provided in on-street parallel spots, or an alternative design (parking courts, parking alleys, etc.) or a combination. Public parking spaces must meet the parking space size and access requirements specified in 19.44.110 OHMC, with the exception of on-street parallel spaces which shall be eight feet (8') in width by twenty feet (20') in length. The public parking spaces must be interspersed throughout the subdivision or short subdivision and within convenient walking distance to all units.
 - (iii) A landscaping element which has a total dimension of ten (10) feet in width. The landscape element may be one (1) or more landscape strips located within the street section. No single landscape strip may be less than three (3) feet in width. Low Impact Development (LID) bio-retention and stormwater treatment facilities qualify as landscaping elements as long as they are located within the public right-of-way.
 - (iv) Two (2), minimum ten (10) foot wide travel lanes.
- (b) A narrative is provided which describes how the proposed design will meet all of the following:
- (i) How the proposed street section will provide an equal or better street design for vehicles and pedestrians.

- (ii) The proposed design will not compromise vehicle or pedestrian safety,
- (iii) Public utilities, such as storm, sewer and water can continue to be provided, as necessary to serve the development.
- (iv) All comprehensive plan designated vehicular and pedestrian connections will continue to be provided.

21.60.080 Local residential streets – Waiver application for alternative designs.

- (1) Applicants for residential subdivisions or short subdivisions may also propose alternative Local Residential Street designs which do not contain all of the essential elements listed in section 21.60.070 above. The waiver will be reviewed by the planning commission under a Type IV review as specified in OHMC 18.20.260 and must be reviewed concurrently with the preliminary plat application.
- (2) If an applicant is proposing to eliminate one (1) or more essential elements listed in 21.60.070 through the waiver process, all of the criteria for Adjustment contained 21.60.070(1)(b) must be met. In addition, applicants must meet criteria (a), (b), and (c) below and also meet either criteria (d) or criteria (e).
 - (a) There are unique site conditions (topography, critical areas or size and / or shape of the site) not common to other residential sites, which necessitate street designs that do not have all of the essential elements listed in 21.60.070(1)(a),
 - (b) Essential elements which have been eliminated from the street design are unnecessary either from a functional (pedestrian or automobile movement) or safety standpoint,
 - (c) Essential elements are not being eliminated solely for applicant convenience and,
 - (d) The applicant proposes to offset the loss of the essential element by replacing it with another element (i.e. bike lanes in place of landscaping) within the street section or
 - (e) The unique site conditions limit the applicant's ability to provide either the essential elements listed in 21.60.070 OHMC or any replacement elements referenced in (d) above.

21.60.090 Local residential streets – Submittal requirements for alternative street designs.

- (1) Requests for alternative Local Residential Street designs, either under the Adjustment or Waiver processes must be received from the applicant at the time of preliminary plat submittal and must contain the following:
 - (a) Section drawings prepared by an engineer certified in the State of Washington that clearly illustrates the proposed street improvements.
 - (b) Written rationale for requesting to vary from the Local Residential Street improvements which meets all of the criteria in 21.60.070(1)(b) (if Adjustment or Waiver is pursued) and the criteria in 21.60.080(2) (if Waiver is pursued).

21.60.100 Local residential streets – Layout.

- (1) The street pattern utilized for short subdivisions and subdivisions shall be a grid or modified grid, with four or three-way intersections designed at right angles. Blocks shall be rectilinear. The grid or modified grid street pattern may be adjusted to a curvilinear street pattern where the following factors are present on site:
- (a) Infeasible due to steep topography (exceeding 10 percent) or presence of critical areas designated in the comprehensive plan; or delineated in a critical areas report in accordance with the requirements of Title 20 OHMC of this code, and/or
 - (b) Substantial improvements exist on adjacent properties which inhibit a grid or modified grid pattern and/or
 - (c) In lieu of the requirement for a grid or modified grid street pattern, alley access is an acceptable street pattern, in accordance with the requirements of 21.50.090.

21.60.110 Local residential streets – Limitations on dead-ends.

Dead-end streets may only be permitted in residential subdivisions or short subdivisions by the city engineer where, due to demonstrable physical constraints, no future connection to a larger street pattern is physically possible.

- (1) Dead-end streets shall only be allowed where:
- (a) There exists an exceptional circumstance of steep topography (exceeding 10 percent), a critical area identified in the Comprehensive Plan or delineated in a critical areas report, or existing development which prohibits a stub street or connection to the adjacent property;
 - (b) The street length for the dead-end as measured from the intersection to the terminus is no longer than 400 feet;
 - (c) The design of the dead-end turn-around has been approved by the city engineer and the Fire Department. Oak Harbor encourages alternative dead-end designs which reduce stormwater impacts and use less space. Dead-end designs shall meet minimum turning radius requirements for appropriate design vehicles.
 - (d) A pedestrian/bike connection has been provided for connectivity or future connectivity at the terminus of the dead-end constructed to the standards in 21.60.210 through 21.60.240; or
 - (e) A temporary turn-around may be approved when connections to adjacent properties cannot be extended at the time of development, but will be provided in the future and such temporary turn-around is required for emergency vehicles.

21.60.120 Access Easements – When allowed.

- (1) The City may, at the request of the applicant and as permitted by the Oak Harbor zoning code, allow access to residential lots created through a short subdivision by alternative means in the form of shared drives and private streets. The purpose of the provisions in sections 21.60.120 through 21.60.140 is to optimize the opportunity for efficient and compatible use of land and infrastructure within city

limits and where full public street improvements are not needed to serve the development. Alternative access may be provided when the applicant demonstrates that all of the following criteria have been met as part of the short subdivision application:

- (a) Public utilities can be accommodated in the access easement or other easements on the site;
- (b) The access easement will not compromise, pedestrian, bicyclist, or vehicular safety and will provide for efficient traffic movement within the short subdivision and connecting to the surrounding circulation system;
- (c) A public street is not necessary to provide access to a future developable area.
- (d) A site contains steep topography (exceeding 10 percent) or a critical area(s), and the use of an access easement would reduce impacts to those areas. If a site contains steep topography or critical areas, criteria (a) through (c) must continue to be met; and
- (e) The access easement must conform to the requirements of the Transportation Element of the Comprehensive Plan, OHMC section 21.60.130, and all other relevant street and utility standards as adopted by the city which are on file with the city clerk.

21.60.130 Access Easements – Design.

- (1) Shared drives and private streets shall, at a minimum, be constructed to the following standards:

Table 21.60 – 1 Access Easement Dimensions		
Feature	Shared Drives	Private Streets
Pavement width	Minimum 16 feet for up to 2 units, or 20 feet for 3 or more units.	Minimum 20 feet
Sidewalk	N/A	5 feet, one side only
On- street parking	N/A	Optional. If provided, parallel parking must be 8 feet wide. The public parking requirements from OHMC 21.60.070 must be met.
Maximum length	150 feet	400 feet
Turnaround required?	N/A	Yes, if more than 150 feet in length, or as required by the city engineer.

- (2) Shared drives may be created which access a total of four (4) residential units in any combination of single-family detached units and / or duplex units.
 - (a) Shared drives may be connected to private streets as long as the total number of units served by the private street does not exceed nine (9).
- (3) Private streets may be created which access a total of nine (9) residential units in any combination of single-family detached units and / or duplex units.
 - (a) Where a private street intersects a public street, signage shall be placed at the entrance to the private street indicating that the street is private and is not maintained by the City of Oak Harbor.

- (4) All land divisions with more than nine (9) residential units accessing the same street must provide public streets that meet the configurations described in Table 21.50 – 1.

21.60.140 Access Easements – Utility services.

A maximum of two (2) lots can be served by private utility side services within an easement, unless the city engineer determines that a public utility main is necessary for adequate area service. Three (3) or more lots served within an easement will require public utilities.

21.60.150 Street Trees – Requirement.

Street trees shall be required along both sides of Local Residential Streets. The purpose of street trees is to improve the visual quality of streets, improve the pedestrian environment, and provide the environmental benefits of improved air quality, reduced stormwater impacts, and reduced heat-island effects associated with large paved areas.

21.60.160 Street Trees – Species

The following standards shall apply to the installation of street trees on any Local Residential Street containing landscape strips within a subdivision or short subdivision

- (1) Street trees of a species specified in 21.60 - 2, shall be planted in the designated landscape strip within the public right-of-way, with a maximum spacing of thirty feet (30') along frontage for all divisions of land and on both sides of any public street. Landscape strip minimum dimensions are contained in Table 21.60 – 2;
- (2) At the time of planting, all street trees shall be a species listed in Table 21.60 - 2 “Street Tree Species” or as otherwise approved by the director.
- (3) The following table identifies tree species acceptable to the City of Oak Harbor.

Table 21.60 – 2. Street Tree Species	
Species	Characteristics
Armstrong Maple	Common deciduous landscape tree. Fast growing, typically 40 feet with brilliant fall color. May be appropriate in a native setting.
Red Sunset Maple	Common deciduous landscape tree. Fast growing, typically to 40 feet with brilliant fall color. May be appropriate in a native setting.
Paper Bark Maple <i>Acer Griseum</i>	Small, compact tree appropriate as a street tree.
Japanese Hornbeam <i>Carpinus Japonica</i>	Deciduous tree, mid-size, compact tree recommended for street tree use.
Lavelle Hawthorne <i>Crataegus Lavelle</i>	Appropriate for street tree use.
Little Leaf Linden <i>Tilia Cordata</i>	Small deciduous tree reaching height of 30 feet. Tolerant of urban conditions.
Autumn Brilliance Serviceberry <i>Amelanchier Arborea</i>	Slow growing, small compact tree.

21.60.170 Street Trees – Maintenance and protection.

To protect their function, define management responsibilities, and protect the health of the street trees, the following language shall be placed on face of the plat:

Street trees planted in the designated landscape strip along the frontage of all lots, in accordance with the approved landscape plan associated with the residential plat of _____, shall be maintained by the property owners of lots directly adjacent to the location of the street trees. The replacement of street trees for those that have died is the responsibility of the adjacent property owners. The location and tree species for replacement street trees must be in conformance with the approved landscape plan for the plat or as approved by the director and shall not obstruct the travel lane or parking stalls at full maturity. If property owners do not maintain street trees, the City of Oak Harbor may choose to maintain these trees and invoice the adjacent property owner for the cost of the work.

21.60.180 Landscape buffer – Requirement.

A landscaped buffer shall be required along all Minor Arterial roads for a width of at least twenty-five feet (25') abutting all standard residential subdivisions. The purpose of the landscape buffer is to minimize the impact of the roads on adjacent residential uses, encourage tree preservation and planting, and to create visually attractive corridors along these roadways. The landscape buffer shall be established as a separate tract on the face of the plat. The provisions in this section and 21.60.190 and 21.60.200 OHMC do not apply to short subdivisions.

21.60.190 Landscape buffer - Design.

The landscape buffer may incorporate either natural vegetation, applicant proposed vegetation or a combination of both. The purpose of the following requirements is to provide a "complete" buffer which contains overstory, understory and groundcover vegetation.

- (1) The Landscape Buffer shall include the following landscaping:
 - (a) Trees planted thirty feet (30') on center along the entire length of the edge closest to the arterial road, and no closer than ten feet (10') from this edge of the buffer to avoid conflicts with the required utility easement.
 - (b) Shrubs and bushes to provide ninety percent (90%) cover of the buffer area within two (2) years; drought-tolerant, low-maintenance varieties are required.
 - (c) Sufficient shrubs and bushes to provide a continuous four-foot (4') high visual screen of the arterial road from within the land division. The plantings must not restrict site distance at intersections.
 - (d) In addition to the street trees identified in (a), throughout the entire buffer area a mix of deciduous and coniferous trees, of a species determined suitable by the City of Oak Harbor, shall be provided at a planting density of at least one (1) tree for every four hundred (400) square feet of the buffer area.
 - (e) All required plantings in the buffer shall avoid conflicts with public utilities and the species shall be selected to avoid root damage to sidewalks, streets and curbing.

- (f) The dual use of landscaped buffers as LID stormwater management facilities is encouraged, provided that the purpose and character of the landscaping is not compromised^{cas31}.
- (2) Those areas of the landscape buffer where suitable natural vegetation of understory and ground cover and healthy stands of trees not prone to wind throw or blow down after adjacent areas have been cleared, may be retained as substitute for the required landscaping in (1) provided:
- (a) Trees are planted as in accordance with (1)(a);
 - (b) Evergreen ground cover is present in accordance with (1)(b);
 - (c) Screening is present in accordance with (1)(c); and,
 - (d) The minimum number of trees are present in accordance with (1)(d).
 - (e) Trees which pose a safety hazard from wind-throw, as determined by an arborist, must be removed.

21.60.200 Landscape buffer – Maintenance and protection.

To protect their function, define management responsibilities, and protect the health of the landscape buffers, the following language shall be placed on face of the plat:

- (1) Tract(s) _____, are set aside as landscape buffers. No vehicular access to the adjacent roadway is permitted through the tract(s) to protect vegetation and planting areas for their environmental and aesthetic value to the community; and
- (2) Maintenance of Tract(s) _____ shall be the responsibility of the home owners association and not the City of Oak Harbor. If the association disbands, maintenance responsibility for Tract(s) defaults to the individual lot owners within the boundaries of the originally approved residential subdivision. If the landscape buffer is not maintained, the City of Oak Harbor may choose to impose a fee structure or invoice the property owners within the boundaries of the originally approved residential plat to maintain landscape buffers.
- (3) All vegetation shall be maintained to preserve the health of the buffer plantings and to maintain the landscaping in a manner that conforms to the original landscape and maintenance plans associated with the residential plat approval, including replacement of dead or diseased plantings.
- (4) Trees deemed to be a hazard by a professional arborist certified in the State of Washington may be removed, subject to approval by the City of Oak Harbor. Removed trees must be replaced. The city reserves the right to exempt the requirement for an Arborist's assessment if the tree is obviously a hazard, diseased, or dead.
- (5) No dumping of vegetation or debris is allowed in buffer tract(s).
- (6) No structures are allowed in buffer tract(s).

21.60.210 Pedestrian/bike connections – When required.

Pedestrian/bike connections shall be integrated into the design of subdivisions to enhance the connectivity throughout the plat. They should generally be placed in locations shown in the Comprehensive Plan. The applicant shall install pedestrian/bike connections in subdivisions and short subdivisions in any of the following circumstances:

- (1) Sidewalks shall be provided along both sides of public streets in accordance with Table 21.50 - 1, unless an adjustment or waiver is requested in accordance with

- code section 21.60.070 or 21.60.080 OHMC.
- (2) If the pedestrian/bike connection is necessary to provide non-circuitous pedestrian and/or bike access to a park, open space, or activity center within or adjacent to the subdivision;
 - (3) Mid-block pedestrian/bike connections for blocks that are over eight hundred feet (800') long;
 - (4) Pedestrian/bike connections shall be provided to all adjacent uses at no greater than eight hundred-foot (800') intervals. The location of these connections must be coordinated between property owners. Specific connections to adjacent uses may be waived if:
 - (a) The applicant has exhibited through written materials, drawings, and illustrations, submitted as part of the plat application, that this is impractical or unsafe due to:
 - (i) Existence of an exceptional circumstance. Exceptional circumstances are steep topography (exceeding 10 percent), critical areas designated in the comprehensive plan or delineated in a critical areas report or existing development.
 - (ii) The land use characteristics of the adjacent use or potential use as determined by the Comprehensive Plan Land Use Designation; or
 - (b) An alternative connection to a bordering street can provide a non-circuitous route to the adjacent use; and
 - (c) An easement or dedication for future connection is provided to properties which have a reasonable likelihood of redeveloping as determined by the director.

21.60.220 Pedestrian/bike connections – Design.

This section provides the minimum design requirements for pedestrian/bike connections which are required by section 21.60.210. Sidewalks do not need to meet the standards specified in this section. Pedestrian/bike connections which meet the design standards in this section and the safety standards in 21.60.230 may be counted as active open space in planned residential developments.

- (1) Pedestrian/bike connections shall be built to the following standards:
 - (a) Be constructed within an easement twenty feet (20') wide,
 - (b) The pedestrian/bike connection itself shall be either concrete or asphalt (pervious or impervious) and be a minimum of ten feet (10') wide;
 - (c) Hard-packed gravel may be used for walkway surface in areas adjacent to critical areas designated in the comprehensive plan or delineated through a critical areas report;
 - (d) A landscape strip of five (5) feet shall be provided on either side with one hundred percent (100%) ground cover and deciduous trees planted at a maximum thirty-foot (30') interval with no less than two (2) trees on each side of the pedestrian bike connection. Ground cover shall be low-maintenance, drought tolerant varieties. Bark mulch and wood chips are not allowed in landscaped areas adjacent to the pedestrian/bike connection;
- (2) Fencing along pedestrian connections shall comply with Chapter 19.46 OHMC

- and shall not be constructed of chain link, plastic, or vinyl strips.
- (3) Lots should front on the pedestrian/bike connection, where possible, to provide visual access and safety of these facilities. The sides of lots may be located along pedestrian/bike connections, however, this is a less preferable option, since fencing is required to separate the pedestrian/bike connection from areas on private lots such as side and rear yards. If lots front on pedestrian/bike connections, secondary access to these lots may be provided from an alley.
 - (4) All pedestrian/bike connections required by this code must be publicly accessible either by way of easement or through public dedication:
 - (a) The city may choose not to accept dedication of pedestrian/bike connections at its discretion; and
 - (b) All pedestrian/bike connections must be designed to city standards contained in sections 21.60.220 and 21.60.230.
 - (5) Continuous pedestrian/bike connections shall be provided by aligning with street ends, other pedestrian/bike facilities, and connecting destinations or trails.
 - (6) All trails proposed as part of subdivisions or short subdivisions shall be designed in accordance with the Parks, Recreation and Open Space Plan.

21.60.230 Pedestrian/bike connections - Safety.

The following safety requirements apply to all pedestrian/bike connections in subdivisions and short subdivisions with the exception of sidewalks:

- (1) Visibility.
 - (a) Users shall have clear vision from one (1) end to of the connection to the other;
 - (b) Plantings shall provide clear visibility from the ground up to thirty inches (30") above grade;
 - (c) In natural or critical areas with existing vegetation, sight lines for pedestrian and bike safety may vary if:
 - (i) The protection required of the critical area by other OHMC or other applicable regulations prohibits the pedestrian/bike connection design from meeting this requirement
- (3) The entire length of the pedestrian/bike connection must be well lit. Bollard lighting must be used with number of lights and spacing of light fixtures shown on the preliminary plat landscape plan.
- (4) Bollard lighting is required at pedestrian/bike connection entrances;
- (5) Signage directing users to the pedestrian/bike connection and appropriate use is required at all entrances;
- (6) The intersections of pedestrian/bike connections with arterial streets shall provide a ten foot by ten foot (10' x 10') visibility triangle to promote clear vision into the pedestrian/bike connection.
- (7) Mid-block connections which cross more than one (1) residential block and intersect streets, must meet the following safety requirements:
 - (a) Adequate site distance for vehicles to see pedestrians and bikes and come to a complete stop;
 - (b) Signage from both directions, warning motorists of the pedestrian/bike crossing;

- (c) At a minimum, painted striping must be provided to delineate the crosswalk. Applicants are encouraged to use crossing designs which include different materials, such as pavers or pavement patterns, or rumble strips to warn motorists of the crossing. Raised crosswalks may also be provided.
- (d) Staggered bollards at all intersections of mid-block crossings and the public right-of-way must be provided. If safety measures cannot be provided to ensure adequate pedestrian/bike safety, the mid-block crossing may be required at a different location or the city engineer may require additional design features to ensure safety of the facility.

21.60.240 Pedestrian/bike connections – Maintenance and protection.

- (1) Pedestrian/bike connections and trails shall be maintained by an association of home owners. If the pedestrian/bike connection is part of the city-wide trail system, the city will maintain the connection.
- (2) Language detailing the purpose, maintenance responsibilities of the home owners' association, and design standards for these facilities must be placed on the face of the plat.
- (3) If these facilities are not adequately maintained to allow safe pedestrian and bicycle passage and/or landscaping is overgrown or in a state of decline, the City may choose to maintain the facility and bill the homeowner's association for the cost.

21.60.250 Stormwater ponds - Location and design.

Stormwater ponds shall be located and designed with consideration to aesthetics and to incorporate the facility as an amenity to the subdivision or short subdivision with features such as landscaping and natural building materials. The provisions in this section apply to all subdivisions and short subdivisions proposed within Oak Harbor. The following design requirements shall apply to the location and design of stormwater ponds.

- (1) To create the visual effect of larger open space areas, stormwater facilities shall be located near open spaces, unless site conditions or topography do not allow.
- (2) Structural materials utilized within stormwater pond design must have regard for natural aesthetic principles defined as follows:
 - (a) All structural elements of ponds shall utilize stone or other natural material that have decorative finishes. Acceptable pond materials are brick, natural stone, gabions and architectural blocks. Concrete is an acceptable material, subject to the standards of (b) below.
 - (b) Use of concrete in stormwater ponds shall be limited to the following finish types:
 - (i) Relief or architectural detail
 - (ii) Fractured finish
 - (iii) Exposed aggregate
 - (iv) Cast in patterns or textures
 In addition, when concrete is used as a pond material, it shall be screened by planting to reduce the visual impact of these facilities.
- (c) The use of Ecology block and synthetic stone veneers in pond construction is prohibited.

- (d) All masonry in contact with pond water must be designed to withstand spalling. Poured pond materials shall be placed above the wet zone.
- (3) To limit the need for safety fencing resulting from steep slopes, stormwater facilities shall be designed with shallow internal slopes (recommend 3:1 or flatter), whenever feasible. If safety fencing is required it must:
 - (a) Be decorative or ornamental in nature. Gray, galvanized, chain-link fencing, chain-link fencing with slats or wood-plank fencing is not permitted. Vinyl clad chain-link fencing of green, brown or black color is acceptable if screened by plantings;
 - (b) For safety reasons, fencing must not completely limit visibility to the pond; and
 - (c) Ponds shall be designed such that safety fencing is not required on more than two (2) sides of the pond or fifty percent (50%) of the circumference, whichever is less.

21.60.260 Stormwater pond - Landscaping.

Landscaping shall be required for all stormwater ponds within subdivisions and short plats. The purpose of the landscaping is to improve visual quality. The following standards shall apply to the landscaping for stormwater ponds:

- (1) A landscape plan that meets the standards of this section and the DOE (Department of Ecology) Stormwater Manual shall be designed by a Landscape Architect certified in the State of Washington and submitted as part of the preliminary plat or the preliminary application.
- (2) A perimeter landscape area, a minimum ten (10) feet wide, is required adjacent to all stormwater ponds and shall be placed in a tract owned and maintained by an association of homeowners. This area shall be delineated on the face of the plat and associated landscape plan. The perimeter landscape area shall include:
 - (a) Evergreen ground cover, shrubs and bushes, to provide one hundred percent (100%) cover of the perimeter area within two (2) years. Native species and low-maintenance varieties are preferred;
 - (b) A mix of evergreen and deciduous trees to provide visual interest with a planting density of at least one (1) tree for every two hundred-fifty (250) square feet of landscape perimeter.
 - (c) Existing vegetation may be used to fulfill the landscaping requirements. However, all trees which pose a safety hazard and are subject to wind-throw must be removed.
 - (d) Trails or pedestrian paths are allowed near the pond, provided that the side slopes of the pond are 3:1 or flatter or safety fencing is provided around the pond. If a trail or pedestrian path is included around the stormwater facility, the area outside the trail or pedestrian path, but within the 10-foot landscape area must have one hundred percent groundcover within two (2) years.
- (3) All landscaping for stormwater ponds shall be placed in a tract and maintained according to industry standards by a homeowner's association. If stormwater ponds are not maintained by the homeowner's association to provide for the necessary minimum treatment/detention functions and the pond tract, including

- landscaping, is not being maintained, the City may choose to perform necessary maintenance of the facility and bill the homeowner's association for the cost.
- (4) Any landscaping provided shall be above the freeboard water level.

Section Five. Severability and Savings Clause

- (1) If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.
- (2) Deletion or amendment of provisions from the Oak Harbor Municipal Code shall not terminate any obligation to the City already vested or incurred thereunder.

Section Six. Effective Date. This Ordinance shall be in full force and effect (5) five days after its publication as required by law.

PASSED by the City Council this ___ day of _____ 2011.

CITY OF OAK HARBOR

Approved	()	_____
Vetoed	()	Jim Slowik, Mayor

Date

ATTEST:

Approved as to Form:

City Clerk

City Attorney

Published:_____

there will be any actual Comprehensive Plan amendments coming out of the continuati UGA capacity analysis. Mr. Powers summarized the staff report which details the criteria for considering items for the docket and a draft City Council resolution for the proposed docket. Mr. Powers concluded by recommending that the Planning Commission conduct the public hearing and recommend that the City Council approve the proposed docket for the 2011 Comprehensive Plan amendments.

The public hearing was opened. No comments came forth and the public hearing was closed.

ACTION: MR. OLIVER MOVED, MS. JENSEN SECONDED, MOTION CARRIED TO FORWARD A RECOMMENDATION THAT THE CITY COUNCIL APPROVE THE PROPOSED DOCKET FOR THE 2011 COMPREHENSIVE PLAN AMENDMENTS.

LOW IMPACT DEVELOPMENT (LID) CODE UPDATE PROJECT – No Action Required

Mr. Spoo reviewed the concept of Low Impact Development and the project background. Mr. Spoo explained that LID is stormwater practices which mimic natural hydrologic cycle through the use of rain gardens, pervious pavement, native vegetation (Infiltration). Traditional stormwater management uses ponds and pipes (conveyance).

Mr. Spoo said that the reason for LID is the Puget Sound cleanup efforts by the State. There are also advantages to property owners and the community. By moving away from traditional stormwater practices to LID it reduces the amount of public stormwater infrastructure that the community has to maintain and in certain cases, the use of LID instead of a stormwater pond could open up more of the site to development.

Mr. Spoo summarized the project background as follows:

- Project start – late 2007 with grant award
- 2008 – Consultant drafted code
- 2009 – Staff reviewed code
- Early 2010 – Work with Planning Commission
- Late 2010 – Staff drafts code

Mr. Spoo summarized the proposed code changes as follows:

Title 11 “Streets”

- Changes to match subdivision code
- Provisions for LID in streets, sidewalks, driveways. Two new LID street sections

Title 19 “Zoning”

- Chapter 19.44 “Parking”
 - ✓ Maximum parking standard – 150% minimum
 - ✓ Variance required for more than 150% of minimum
 - ✓ Pervious surface for 125% or more
- Chapter 19.46 “Landscaping and Screening”
 - ✓ Tree retention is rolled into native vegetation areas
 - ✓ Advantages over tree retention concept:
 - Cross over with critical areas and landscape areas
 - Focus on area instead of number
- Chapter 19.47 “Clearing and Grading”
 - ✓ Performance standards – the how and when of grading.
 - Phased grading – where possible
 - Dust suppression
 - Preserve duff layer
 - Approval required for wet season grading

- Title 21 – “Subdivisions”
 - ✓ New street sections consistent with Title 11
 - ✓ Corridor buffers as LID facilities

Mr. Spoo reported that future scheduling could be as follows:

- February – Revisions by staff, pending PC comments.
- February – Open public hearing. Possible recommendation to Council?
- March – present to council, Council hearing.
- April – adoption by Council

Commission Discussion

Commissioners asked the following questions:

Why is the entire development cleared when some of the lots are not built on for a long time?

Mr. Spoo said that it is cheaper to have the grading equipment on site one time rather than bringing the equipment back. In some cases, developers specify a phasing plan and there may be a few years between phases. In that case, it may be more appropriate to have phased grading.

Does the City offer any incentives to encourage phased grading? Mr. Spoo said that there were none at this point. Mr. Powers said it was an interesting idea that the City could consider. Mr. Powers also explained that the mass grading that occurs relates to the installation of the utilities as well. Depending upon how the subdivision is being served by utilities and where those utility lines may be; there is a need to grade more than what you might see in the first phase of building. But that doesn't mean there can't be some ways that we might see to limit that grading through this kind of ordinance.

Forty years ago developers saved trees and built around the trees. What has changed that makes it necessary to clear the entire site? Mr. Powers said that two things have changed; lot size and home size. Over the years we have seen lot sizes get smaller and home sizes get larger. When there was a smaller home on a larger lot it was possible and made good sense to grade just the area that for the home.

Where does the oil and sludge from the run-off go? Mr. Spoo said that it goes into the rain garden or the bioretention area. The oil settles into the soil and there are microbes that break down the hydrocarbon naturally into something that is not harmful to the environment.

Is this something the County is adopting as well? Mr. Spoo said that the County received the same grant and they are just now starting to look at LID.

BEING NO FURTHER BUSINESS BEFORE THE PLANNING COMMISSION, THE MEETING WAS ADJOURNED AT 9:08 P.M.

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the application but that link goes back to how we define alteration. The answer to the question may be to take both of those together and staff will have a clear direction as to what we should be looking at when we determine what the appropriate signatures are.

MOTION: MR. FAKKEMA MOVED, MR. WASINGER SECONDED, A MOTION TO RECOMMEND APPROVAL TO CITY COUNCIL OF THE AMENDMENTS TO CHAPTER 21.80 OHMC ("BINDING SITE PLANS") AS DRAFTED.

Mr. Fakkema asked staff to let the City Council know that the Planning Commission struggled with the amendments. Mr. Powers said the minutes from each of the Planning Commission's meetings on the subject would be provided to the Council.

VOTE: MOTION CARRIED BY A VOTE OF 3 IN FAVOR AND 1 OPPOSED.

Mr. Powers noted that the next steps will be a brief to the Governmental Services Standing Committee. Then the item will be placed on the City Council's pending agenda and scheduled for the City Council's public hearing. Both meetings are opened to the public.

LOW IMPACT DEVELOPMENT (LID) CODE UPDATE PROJECT – Public Hearing

Due to the late hour the Planning Commission opted to hear the staff presentation at the March 22, 2011 Planning Commission meeting and to open the public hearing at this time.

Mr. Neil opened the public hearing.

Bill Massey (41 NE Midway Blvd.) said that he was generally in support of the proposed changes. He asked staff to take a closer look at 19.44.105 (2) (a). Mr. Massey shared his company's experience with parking areas using pervious pavement. He found that over a period of time the pavers didn't work because of the combination of oil and siltation. Mr. Massey said that if the surfaces were not maintained absolutely perfectly they plugged up and there was standing water. Mr. Massey recommended that staff look at other options rather than requiring one approach. He suggested allowing landscape areas, where soil conditions make infiltration feasible, to substitute for 20% landscaping requirement. Mr. Massey noted that there was a proliferation of stormwater retention ponds that are not always maintained and working. He said that the City can't police them as well as they should and it takes a lot of money to police them. In that case he recommended a regional approach to stormwater retention and collection. He thought that the pervious surface he described earlier would add to the problem.

ACTION: MR. WALLIN MOVED, MR. OLIVER SECONDED, MOTION CARRIED TO CONTINUE THE LOW IMPACT DEVELOPMENT (LID) CODE UPDATE PUBLIC HEARING TO MARCH 22, 2011.

ADJOURN: 8:55 p.m.

**PLANNING COMMISSION
REGULAR MEETING
CITY HALL – COUNCIL CHAMBERS
March 29, 2011**

ROLL CALL: **Present:** Bruce Neil, Keith Fakkema, Jeff Wallin and Jill Johnson. **Absent:** Kristi Jensen, Gerry Oliver and Greg Wasinger. **Staff Present:** Development Services Director, Steve Powers; Senior Planner Ethan Spoo; and Associate Planner Melissa Sartorius

Chairman Neil called the meeting to order at 7:30 p.m.

MINUTES: MR. FAKKEMA MOVED, MR. WALLIN SECONDED, MOTION CARRIED TO APPROVE THE FEBRUARY 22, 2011 MINUTES AS PRESENTED.

PUBLIC COMMENT: No comments.

**LOW IMPACT DEVELOPMENT (LID) CODE UPDATE PROJECT - Public Hearing
(continued)**

Mr. Spoo reported that the public hearing was opened in March and the last staff presentation on LID was in January. Mr. Spoo reviewed what was covered in January and presented the changes to the code that were proposed following the January presentation and the February public hearing.

Mr. Spoo noted that the changes to the code affect three different titles: Titles 11, 19, and 21. There are many proposed changes to Title 11 which is the City's street code so that Title 11 is consistent with Title 21. Title 21 is the City's subdivision code and changes to the title were approved last year.

Changes to Title 19 affect three different chapters. Chapter 19.44, 19.46, and 19.47. Chapter 19.44 "Parking" will apply a parking maximum to all parking areas with 50 or more spaces. Chapter 19.46 "Landscaping" will require native vegetation areas with new development. Native vegetation area is an undisturbed native vegetation area which helps filter stormwater. Chapter 19.47 "Clearing and Grading" proposes a variety of clearing and grading best practices to help limit erosion and siltation of surface water bodies. There's two substantive changes to Title 21 relate directly to LID is the creation of two new local residential street sections from which applicants for subdivision can choose. The second is language which allows LID facilities to be placed in streets, driveways, parking areas, and patios.

Mr. Spoo reported that in January, staff has worked with the Engineering department modify the street sections. There are still two LID street sections which applicants can choose from and both of them have a bio-retention area outside of right-of-way. Previously one of the street sections had pervious pavement in right-of-way and the other had a bioretention area in the right-of-way. Now, neither of them use pervious pavement and both of them move the bioretention area outside of right-of-way. Mr. Spoo displayed the two street sections and explained that the 50-foot section has two 10-foot travel lanes, a 10-foot utility corridor, which could be planted. It also has 5-foot sidewalks and an 8-foot planter. Outside of right-of-way, behind the sidewalk, is the bioretention area which individual property owners are more likely to maintain.

The 60-foot section is very similar, but this section adds an 8.5-foot parking lane. Everything else is essentially the same. There are 10-foot travel lanes, planter strip, sidewalks, and utility corridor.

Mr. Spoo discussed Title 19.44 "Parking" in more detail. The proposed language puts in place a maximum number of parking spaces which is 150% of the minimum number. But, instead of applying this to every use, this only applies to uses which have 50 or more parking spaces. The variance process would apply if the applicant wants to go above 150% of the minimum number of parking spaces. The variance process allows an applicant to go up to 200%. The second change to the parking chapter is in the use of pervious surfaces. In January the proposed code required that all spaces over 125% of the minimum number of spaces were required to be pervious surface. Staff received a citizen comment from a construction contractor which requested that we allow other LID techniques to be used in place of the pervious surface. So, instead of using pervious surfaces, in a parking lot with more than 125% of the minimum number of spaces, an applicant might be able to propose raingardens to treat that additional area.

Mr. Spoo reminded the Commission that a native vegetation area is a portion of the site which is preserved as native vegetation for the purposes of limiting stormwater runoff. The changes that have happened to Chapter 19.46 "Landscaping" since January, is that if no suitable vegetation exists, the applicants are allowed to clear and replant.

Mr. Spoo concluded his presentation by recommending that the Planning Commission accept public comments, close the hearing which was opened in February and recommend approval of the proposed amendments to Titles 11, 19, and 21 as drafted.

Discussion

Commissioners asked the following questions.

How would the new LID parking options have affected the Wal-Mart type parking areas? Mr. Spoo said that under the new code sites like the Home Depot parking lot would have been subject to a maximum. Home Depot has 200% of the code required minimum and the new code would scale that back. Mr. Powers added that K-Mart/Saar's parking would have seen a reduction of the total number of spaces at that facility and noted that the spaces which are on the back side of the K-Mart/Saar's building along Oak Harbor Road are hardly ever utilized.

Do the maximum parking spaces in the new code conflict with the box-store's maximum requirement? Mr. Powers said that was true and what we see is that our current code has a minimum standard and often businesses wish to provide more than the minimum requirement and that is not inherently wrong or bad, if, however the one of the overall community goals is to reduce the amount of stormwater that we have to deal with, providing the large areas of paved parking perhaps for only a certain number of days a year may not be the best idea in terms of meeting that community goal. The 200% was seen in other codes during staff's research but there is not necessarily any magic in that number either. Mr. Spoo explained that parking maximums are relatively new in the planning world. Over the last decade jurisdictions are starting to adopt maximums.

Do parking maximums apply to parking garages? Mr. Spoo said that structured parking is not addressed because it isn't commonly seen in Oak Harbor. So it only applies to surface parking lots that have a minimum of 50 spaces. Mr. Powers added that staff would look at the parking

as to whether it is a stormwater generating surface. A parking garage under a building would not create any additional stormwater.

Chapter 11.17 eliminated 11.17.090 variance language, is that because it was moved to another chapter? Mr. Spoo said that the variance section was deleted from that location and moved to the end of Chapter 11.17.120.

In Chapter 11.17 responsibility for the public right-of-way is moved from the public to the homeowners, what happens if a developer goes bankrupt and the property goes back to the bank, who is going to maintain the public section? Mr. Spoo said that when a final plat is created a homeowners association (HOA) is also created; so as the lots sell off some combination of the developer and the property owners that are there are responsible for the maintenance. As the developer sells lots then his share of the homeowners association decreases. Mr. Powers added that at some point the responsibility switches from the developer to the HOA. The present language on the face of the final plat assigns the maintenance responsibility to the HOA and the language goes on to say that if the HOA disbands for some reason then the individual property owners become responsible for that maintenance. If the bank becomes responsible the bank is responsible for the maintenance.

Mr. Powers added that not all neighborhoods would have LID techniques and that this is a voluntary street section and there is somewhat of an equity issue to say that all of the stormdrain rate payers should fund that maintenance of those few subdivisions that might choose to utilize the LID techniques so we were a little worried about that and what the actual rate issue would be. The flip side is the challenges of having the maintenance responsibility fall to a private entity or onto the individual lot owner. Staff has concluded that this is an option that the developer can choose; it is not something that the staff is proposing to be city-wide as the mandatory section, so much like a PRD that has its own private parks or private open space there is a certain level of expectation that comes with buying into that piece of property.

Does the code apply to all new construction or can existing properties that wish to remodel use this code. Mr. Spoo said that the answer lies earlier in the parking code where it talks about when parking standards are applied generally. Section 19.44.050 talks about when the parking code is applied. It says, "All new or substantially altered uses or structures shall be provided with special purpose parking facilities as required by this chapter". This is where the parking maximum requirements are applied. Mr. Powers added that it could be argued that that standard should be applied going forward and that retrofitting of existing parking lots to meet that standard would be more challenging than starting from scratch. If the Planning Commission wishes to explore that, staff can do that.

There was discussion about whether the maximum parking standard should apply to only new construction or whether to define what "substantially altered uses or structures" are. Mr. Powers noted that the Design Guidelines use 60% threshold which might be the appropriate threshold to make clear how staff will handle existing properties. That would also screen out those that are just trying to make use of an existing building.

There was some confusion as to whether LID was voluntary. Mr. Spoo clarified that LID is voluntary but that the parking maximum is mandatory for all parking lots with 50 spaces or more.

Mr. Spoo said that staff can draft language that says the parking maximums only applies to new development or sets a threshold as to when the parking maximums kick in.

Mr. Neil opened the public hearing for additional public comment. Hearing none, Mr. Neil closed the public hearing.

ACTION: MR. FAKKEMA MOVED, MR. WALLIN SECONDED, MOTION CARRIED TO RECOMMEND THAT THE CITY COUNCIL APPROVE AMENDMENTS TO TITLE 11 "STREETS" AS DRAFTED.

ACTION: MR. WALLIN MOVED, MR. FAKKEMA SECONDED, MOTION CARRIED TO RECOMMEND THAT THE CITY COUNCIL APPROVE AMENDMENTS TO TITLE 19 "ZONING" AS DRAFTED SUBJECT TO INCORPORATION OF A 60% THRESHOLD TO APPLY TO PARKING.

ACTION: MR. FAKKEMA MOVED, MR. WALLIN SECONDED, MOTION CARRIED TO RECOMMEND THAT THE CITY COUNCIL APPROVE AMENDMENTS TO TITLE 21 "SUBDIVISIONS" AS DRAFTED.

ADJOURN: 8:17p.m.

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

Bill No. 7
Date: June 7, 2011
Subject: 1st Quarter 2011 Financial Report

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Jim Slowik, Mayor
 Paul Schmidt, City Administrator
 Margery Hite, City Attorney, as to form

PURPOSE

A report will be given to Council regarding the status of the City's 2011 budget versus actual expenditures, revenue sources, and investment portfolio as of March 31, 2011. A copy of the Power Point to be presented will be provided at the June 7 meeting.

AUTHORITY

RCW 35A.11.020 – Powers vested in legislative bodies of non-charter and charter code cities.
The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights, to fix the compensation and working conditions of such officers and employees and establish and maintain civil service, or merit systems, retirement and pension systems not in conflict with the provisions of this title.....

BACKGROUND INFORMATION

The Finance Department appreciates the opportunity to inform Council of the status of the City's financial position.

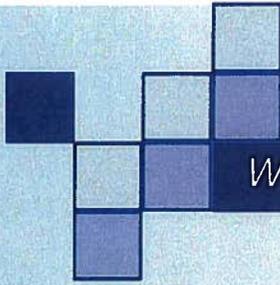
RECOMMENDED ACTION

No recommended action.

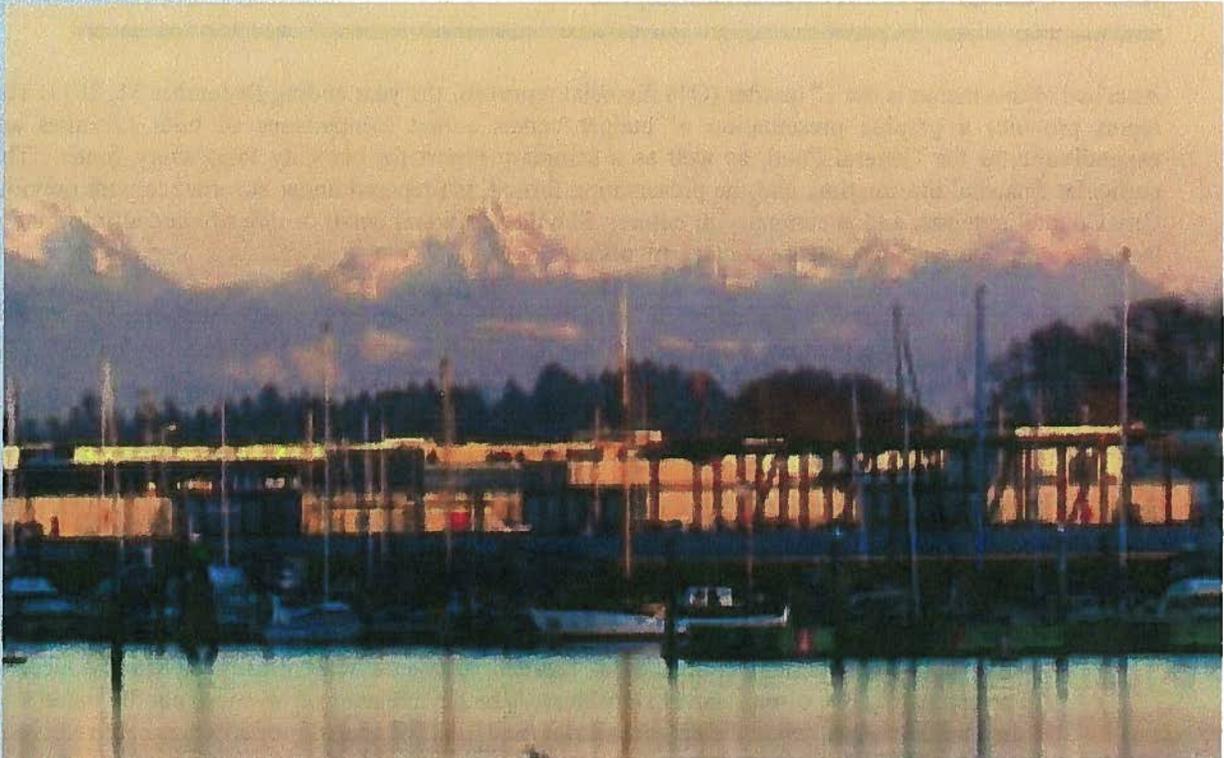
ATTACHMENTS

1st Quarter 2011 Financial Report

MAYOR'S COMMENTS



Whidbey Island's Premiere Waterfront Community



City of Oak Harbor

**1st Quarter Financial Report
For the Year Ending December 31, 2011**

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

360 279-4500 ~ www.oakharbor.org

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Financial Report Summary:

**To: City Council Members
Jim Slowik, Mayor
Paul Schmidt, City Administrator**

**Fr: Doug Merriman, Finance Director
Date: 5/10/2011**

RE: 1st Quarter (Q1) 2011 Financial Report

Attached to this memo is the 1st quarter (Q1) financial report for the year ending December 31, 2011. This report provides a graphic presentation of budget versus actual comparisons of both revenues and expenditures for the General Fund, as well as a summary report for our City Proprietary funds. This particular financial information, and the presentation format, is prepared under accordance with previous City Council requests, and is summary in nature. Should additional detail or other financial information be desired for future reports, please contact my office.

In addition, I have included a summary of sales tax receipts, our investments showing the various investments instruments schedules for weighted average yields and maturities, and our current cash position for each fund.

Items to note on the report are as follows:

Revenue Highlights: In general, revenues as a whole are tracking ahead of budget. As of the end of the 1st quarter, we are \$23,733, or about 1.09% ahead of our year to date projection.

Property taxes:

- Property taxes appear to be tracking ahead of projections for the Q1. While this is a positive note, we should remember that as of the end of March we typically have only received approximately 3% of our annual revenues. A better indicator of revenues can be made after the month of April when the revenues from the 1st half of annual property taxes are received.

Sales Taxes:

- Sales tax revenue is tracking -\$10,976, or -1.53%, behind projections for the 1Q. The payment received in March of 2011 in the amount of \$199,213 is approximately \$25,000 less than the amount we have historically seen for this time of year. Areas of sales weakness continue to persist in our General Merchandise Stores (-7.0%) and Construction of Buildings (-38.7%) sectors when compared to 2010.

Licenses & Permits (Excluding building permits which is presented in its own category):

- Business license revenues are ahead of projections by 20.43%. This is attributable to a somewhat faster receipt of annual business license renewals, and the receipt of a \$56,847 franchise fee payment by Comcast which is slightly higher payments received in the past.

Intergovernmental:

- At the end of Q1, Intergovernmental revenues are 15.96% ahead of projections. This category of revenue pertains to shared revenues received from the State of Washington, and to grant proceeds received for General Fund oriented programs. The majority of the increase at the end of Q1 is due to slightly higher than average revenues received from the State for Liquor Control Board Profits and Liquor Excise Taxes.

Charges for Services:

- Charges for service revenues are -\$21,783, or -37.36% behind projections. This decrease is due to a lower than average amount of revenues being received from our Municipal Court. Specifically, traffic related citation revenue and criminal fines are down 25% from historical averages.

Expenditures Highlights: General Fund expenditures at the end of Q1 are -\$22,861, or about -0.77% behind projections. The majority of general fund departments are tracking within their respective budgets. However, there are three departments ahead of spending projections as follows:

Human Resources:

- Costs within the Human Resources department are tracking -\$3,913, or 10.29% over projections. The department recently paid Labor Pool costs associated with rearranging the staffing locations within the department. While it is anticipated that these costs will be absorbed within the department's annual budget, the payment of these costs within Q1 puts the department slightly ahead of schedule.

General Governmental:

- General Governmental Q1 costs, representing overhead costs for city wide operations, are tracking -\$62,247, or 69.1% higher than projections. While total expenditures for the year are still projected to meet budget, the City was billed very quickly this year by outside organizations for support payments. This quick invoicing puts the expenditure rate for Q1 slightly faster than previous years. Examples of payments: AWC Dues: \$15,855; Northwest Clean Air Agency: \$8,176; Island County Auditor (voter registration costs): \$15,526.

Animal Control:

- Animal control costs are tracking \$23,636, or 43.2% less than projected. While this creates a positive cash flow dynamic, and unusual decreases in costs should be reviewed. Upon further review, we determined that the City was billed by WAIF and paid as follows:
 - January's WAIF payment on February 15th,
 - February's payment on April 4th
 - March's payment on April 20th and April's payment on May 4th.(Note that two of the invoices from WAIF for Q1 services were not received until Q2.)

Fire Department:

- The Fire Department Q1 costs are tracking \$53,450, or 10.93% ahead of projections. This is due to the retirement of the department's Battalion Chief, and the related payouts of accrued vacation and sick leave. The City planned for, and had saved the necessary cash for this leave payout. However from a timing perspective, the payment during the first quarter accelerates the actual payment into the first part of the year rather than over the full 12 month period. It is anticipated that the cost will be absorbed within the department's budget.

Library:

- The Library Q1 costs are tracking \$3,752, or 25.72% ahead of projections. The city pays for cleaning and security costs at the library, which may vary depending on the level of activity experienced or our tenant, Sno-Isle Regional Library. It is not unusual for the Q1 costs to be somewhat higher, or at times lower, than projections due to this varying level of activity. It is anticipated that total annual costs will fall within budgeted projections.

Miscellaneous

- **Marathon:** I have shown the Whidbey Island Marathon on page 10 of this report. As of March 31, revenues received exceed costs by approximately \$48,074. Please note that a majority of the costs of the Marathon are incurred during the month of April, with registration revenues being received in advance of the event. The numbers shown on the Q1 report are not a final accounting of the total revenues and costs of the Marathon.
- **Marina Fund:** During Q1 of 2011, the Marina has been involved in the dredging project which is reflected on page 12 of this report. Please note that under Governmental Accounting Principles, revenue bond proceeds are considered income. Accordingly, the graph for the Marina shows a significant amount of revenue during the first quarter. These bond proceeds will be reimbursing the Marina for the entire cost of the redevelopment project.
- **Facilities Fund:** The Facilities Fund at Public Works has been involved in remodeling the fuel island pump station. The funds for this project have been accumulated in previous years, with the majority of the funds being spent during Q1. This special project accounts for the difference between expenditures and revenues so far this year.

Investments:

- The interest rate environment for Municipal type investments remains very weak, with no concrete opinion in the market as to any change in the near future. During Q1, our banking services provider, U.S Bank, significantly lowered its interest rates on Municipal Investment Accounts. Due to this action, we will be moving a significant portion of these investments to the federal agency market to take advantage of better rates, while maintaining our goal of protecting principal and minimizing investment risk. Current statistics of our portfolio are as follows:
- Total Portfolio: \$42,486,377
- Portfolio Weighted Average Yield: .2964%
- Portfolio Weighted Average Maturity (months): 6.16

Conclusion:

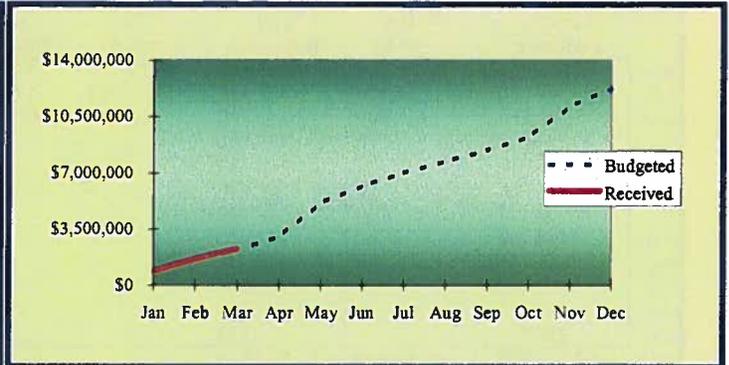
With the uncertainty in our economic environment still remaining during Q1 of 2011, it is important that we monitor revenues and expenditures very carefully, and make proactive plans to respond to changes as they occur rather than at the end of the year. Based on our 1st quarter results, I would make the following recommendations:

- 1) Monitor sales tax revenues closely. Should the actual trend begin reflecting an annual deficit of \$10,000 or greater, action needs to be immediately made to balance the projected shortfall.
- 2) Monitor Municipal Court revenues. Further analysis should be done to identify any legal or legislative issues that may impact future revenues. In addition, a review of traffic citations should be made to test the lower level of income received in 2011 as compared to previous years.

Doug Merriman
Finance Director

Total General Fund Revenue

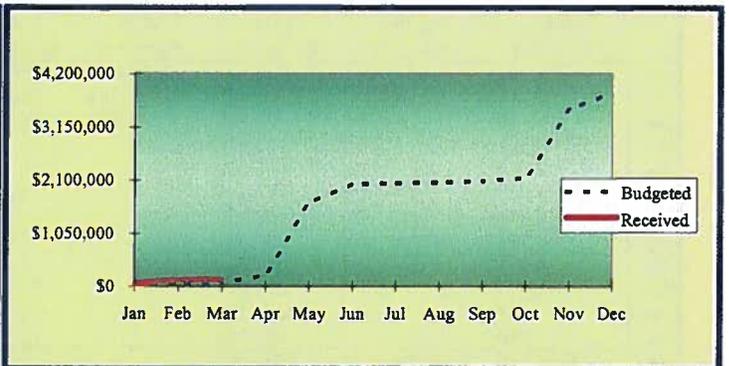
	Monthly Budgeted	Monthly Received	YTD Budgeted	YTD Received	% of Budget
Jan	\$762,580	\$797,094	\$762,580	\$797,094	4.53%
Feb	716,902	780,345	1,479,482	1,577,439	6.62%
Mar	689,499	615,275	2,168,981	2,192,714	1.09%
Apr	836,704	0	3,005,685		
May	2,110,475	0	5,116,160		
Jun	1,051,617	0	6,167,777		
Jul	831,602	0	6,999,379		
Aug	703,753	0	7,703,132		
Sep	684,326	0	8,387,458		
Oct	820,231	0	9,207,689		
Nov	1,935,079	0	11,142,768		
Dec	1,116,313	0	12,259,081		
Total	\$12,259,081	\$2,192,714	\$12,259,081		



Includes: Total General Fund Revenues, net of beginning fund balance

Property Tax Revenue

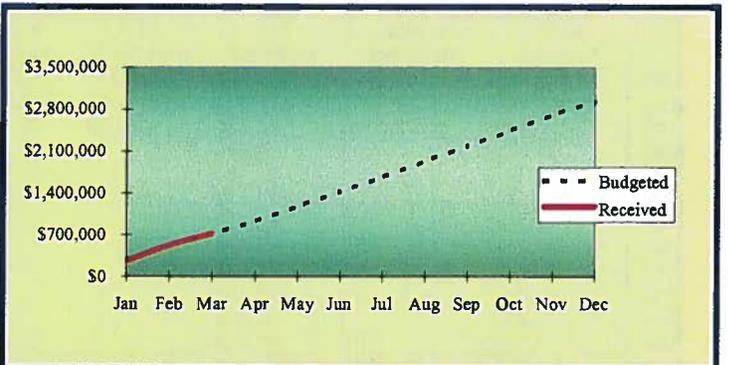
	Monthly Budgeted	Monthly Received	YTD Budgeted	YTD Received	% of Budget
Jan	\$24,627	\$28,266	\$24,627	\$28,266	14.77%
Feb	6,490	73,886	31,117	102,152	228.28%
Mar	26,105	8,586	57,222	110,738	93.52%
Apr	159,905	0	217,127		
May	1,434,704	0	1,651,831		
Jun	376,876	0	2,028,706		
Jul	15,142	0	2,043,848		
Aug	14,881	0	2,058,729		
Sep	20,941	0	2,079,670		
Oct	60,418	0	2,140,088		
Nov	1,343,425	0	3,483,513		
Dec	350,145	0	3,833,658		
Total	\$3,833,658	\$110,738	\$3,833,658		



Includes: Actual property tax receipts, including Fire Bond special levies.

Sales Tax Revenue

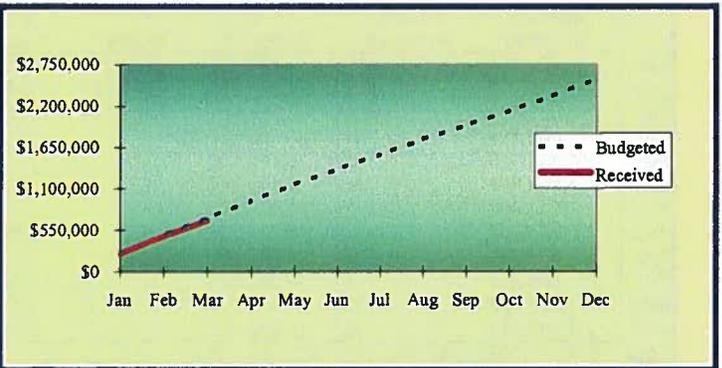
	Monthly Budgeted	Monthly Received	YTD Budgeted	YTD Received	% of Budget
Jan	\$224,751	\$240,230	\$224,751	\$240,230	6.89%
Feb	283,515	266,206	508,265	506,436	-0.36%
Mar	208,358	199,213	716,624	705,649	-1.53%
Apr	207,348	0	923,972		
May	251,844	0	1,175,815		
Jun	249,796	0	1,425,611		
Jul	237,251	0	1,662,862		
Aug	270,884	0	1,933,746		
Sep	250,034	0	2,183,780		
Oct	253,414	0	2,437,194		
Nov	265,599	0	2,702,793		
Dec	230,241	0	2,933,034		
Total	\$2,933,034	\$705,649	\$2,933,034		



Includes: Actual sales tax receipts from the County. Received 2 months after actual sale.

Business & Utility Taxes

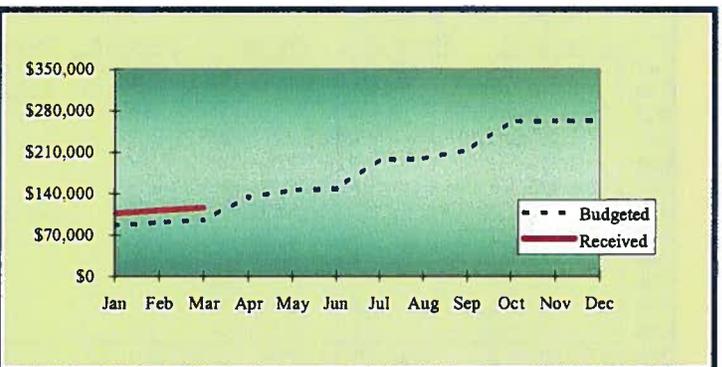
	Monthly Budgeted	Monthly Received	YTD Budgeted	YTD Received	% of Budget
Jan	\$231,647	\$229,128	\$231,647	\$229,128	-1.09%
Feb	247,679	227,956	479,326	457,083	-4.64%
Mar	232,856	211,060	712,182	668,143	-6.18%
Apr	225,666	0	937,848		
May	220,816	0	1,158,664		
Jun	197,256	0	1,355,920		
Jul	198,482	0	1,554,402		
Aug	198,147	0	1,752,550		
Sep	187,741	0	1,940,291		
Oct	192,573	0	2,132,864		
Nov	193,271	0	2,326,135		
Dec	229,741	0	2,555,876		
Total	\$2,555,876	\$668,143	\$2,555,876		



Includes: Cellular phone tax and utility taxes

Licenses & Permits

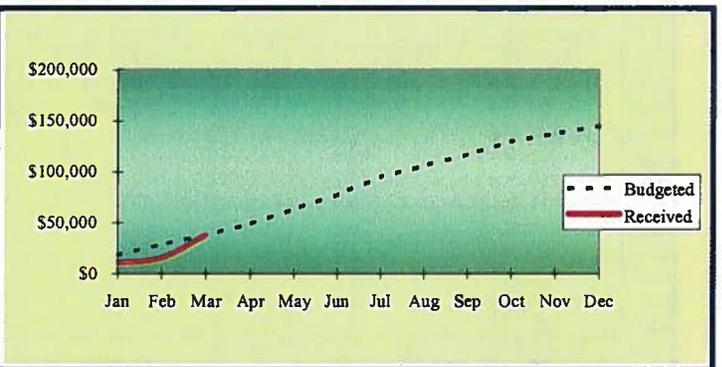
	Monthly Budgeted	Monthly Received	YTD Budgeted	YTD Received	% of Budget
Jan	\$85,262	\$104,424	\$85,262	\$104,424	22.47%
Feb	6,214	5,177	91,476	109,601	19.81%
Mar	3,410	4,673	94,885	114,273	20.43%
Apr	38,377	0	133,262		
May	12,375	0	145,637		
Jun	1,738	0	147,375		
Jul	49,118	0	196,493		
Aug	1,177	0	197,670		
Sep	14,131	0	211,801		
Oct	48,414	0	260,215		
Nov	907	0	261,122		
Dec	778	0	261,900		
Total	\$261,900	\$114,273	\$261,900		



Includes: Business licenses, cable franchise fees and animal licenses.

Building Permits

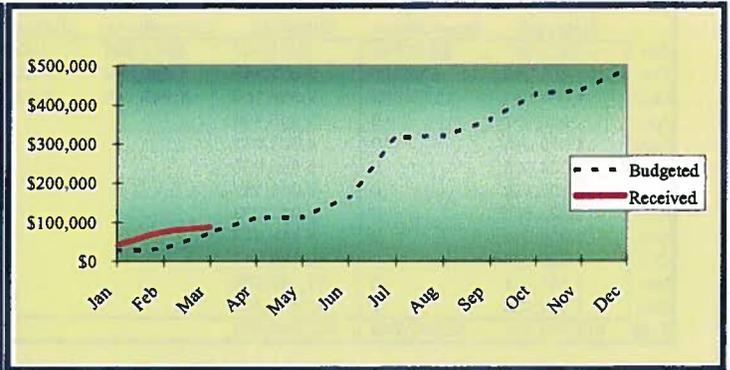
	Monthly Budgeted	Monthly Received	YTD Budgeted	YTD Received	% of Budget
Jan	\$17,970	\$9,505	\$17,970	\$9,505	-47.11%
Feb	10,395	4,884	28,365	14,389	-49.27%
Mar	9,150	22,549	37,515	36,938	-1.54%
Apr	11,311	0	48,826		
May	14,327	0	63,153		
Jun	14,425	0	77,578		
Jul	17,146	0	94,724		
Aug	11,214	0	105,938		
Sep	10,689	0	116,627		
Oct	12,836	0	129,463		
Nov	8,000	0	137,463		
Dec	7,537	0	145,000		
Total	\$145,000	\$36,938	\$145,000		



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Intergovernmental

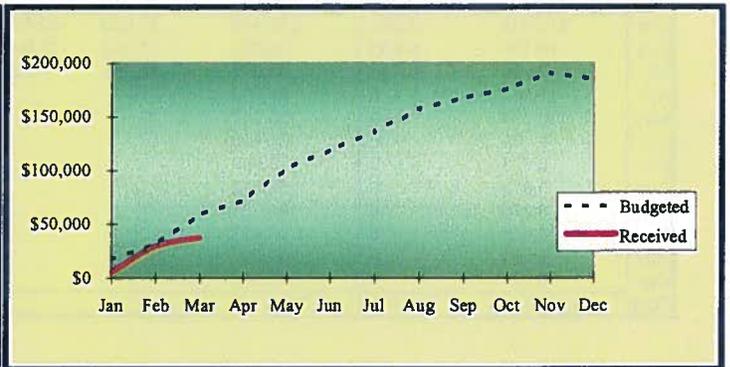
	Monthly Budgeted	Monthly Received	YTD Budgeted	YTD Received	% of Budget
Jan	\$26,926	\$40,259	\$26,926	\$40,259	49.52%
Feb	5,265	34,036	32,192	74,295	130.79%
Mar	42,118	11,877	74,310	86,173	15.96%
Apr	37,974	0	112,284		
May	1,264	0	113,548		
Jun	50,327	0	163,875		
Jul	152,595	0	316,470		
Aug	3,558	0	320,029		
Sep	40,964	0	360,993		
Oct	66,390	0	427,383		
Nov	9,537	0	436,920		
Dec	53,830	0	490,750		
Total	\$490,750	\$86,173	\$490,750		



Includes: Grant program revenue, Liquor Control Board profits, and Fire Services reimbursement.

Charges for Services

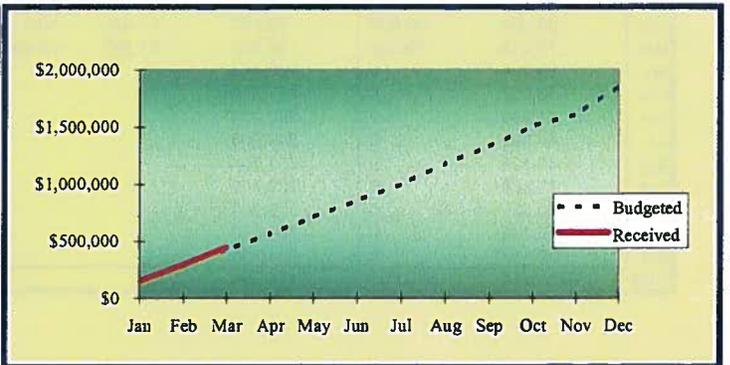
	Monthly Budgeted	Monthly Received	YTD Budgeted	YTD Received	% of Budget
Jan	\$16,850	\$4,705	\$16,850	\$4,705	-72.08%
Feb	14,797	23,889	31,648	28,594	-9.65%
Mar	26,658	7,929	58,306	36,523	-37.36%
Apr	13,552	0	71,857		
May	29,577	0	101,435		
Jun	16,806	0	118,241		
Jul	17,150	0	135,390		
Aug	22,121	0	157,511		
Sep	9,699	0	167,210		
Oct	8,311	0	175,521		
Nov	14,462	0	189,983		
Dec	(5,633)	0	184,350		
Total	\$184,350	\$36,523	\$184,350		



Includes: Camping fees, jail monitoring, plan check & zoning fees, municipal court revenues

Other Revenues

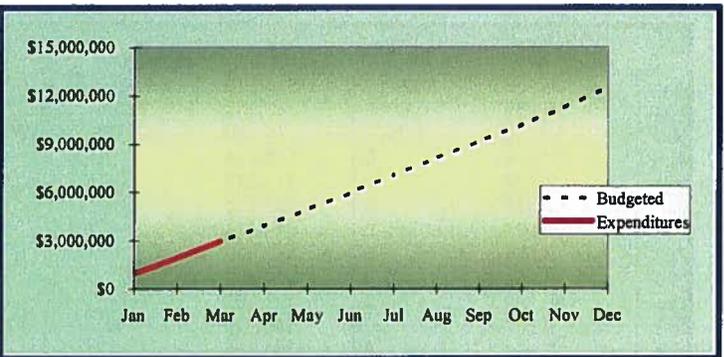
	Monthly Budgeted	Monthly Received	YTD Budgeted	YTD Received	% of Budget
Jan	\$134,546	\$140,578	\$134,546	\$140,578	4.48%
Feb	142,548	144,311	277,094	284,889	2.81%
Mar	140,845	149,389	417,938	434,277	3.91%
Apr	142,571	0	560,510		
May	145,567	0	706,076		
Jun	144,394	0	850,470		
Jul	144,718	0	995,189		
Aug	181,771	0	1,176,959		
Sep	150,127	0	1,327,086		
Oct	177,874	0	1,504,960		
Nov	99,879	0	1,604,840		
Dec	249,673	0	1,854,513		
Total	\$1,854,513	\$434,277	\$1,854,513		



Includes: Rental income and operating transfers-in.

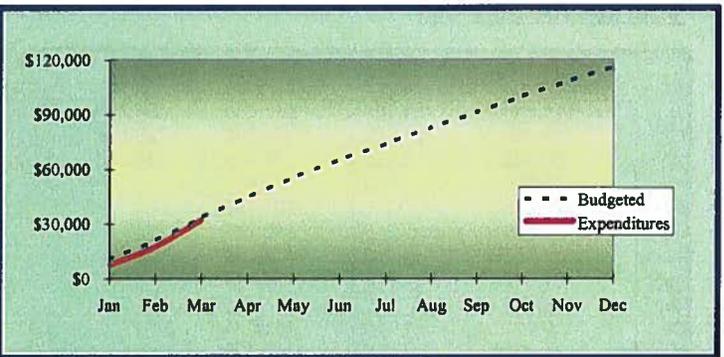
Total General Fund Expenditures

	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$901,307	\$914,696	\$901,307	\$914,696	1.49%
Feb	1,000,242	976,220	1,901,549	1,890,916	-0.56%
Mar	1,063,561	1,051,332	2,965,109	2,942,248	-0.77%
Apr	940,657	0	3,905,766		
May	1,015,315	0	4,921,081		
Jun	1,034,005	0	5,955,086		
Jul	1,103,102	0	7,058,187		
Aug	1,023,886	0	8,082,073		
Sep	1,035,949	0	9,118,023		
Oct	1,038,294	0	10,156,317		
Nov	1,041,611	0	11,197,928		
Dec	1,261,473	0	12,459,401		
Total	\$12,459,401	\$2,942,248	\$12,459,401		



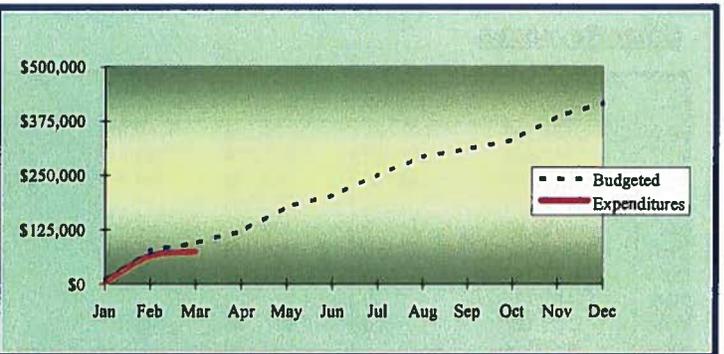
City Council

	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$10,438	\$7,053	\$10,438	\$7,053	-32.43%
Feb	10,193	9,963	20,631	17,016	-17.52%
Mar	12,745	14,714	33,377	31,731	-4.93%
Apr	11,207	0	44,583		
May	10,634	0	55,217		
Jun	9,709	0	64,926		
Jul	8,773	0	73,699		
Aug	9,013	0	82,712		
Sep	8,270	0	90,981		
Oct	8,656	0	99,638		
Nov	8,260	0	107,897		
Dec	8,241	0	116,138		
Total	\$116,138	\$31,731	\$116,138		



Judicial

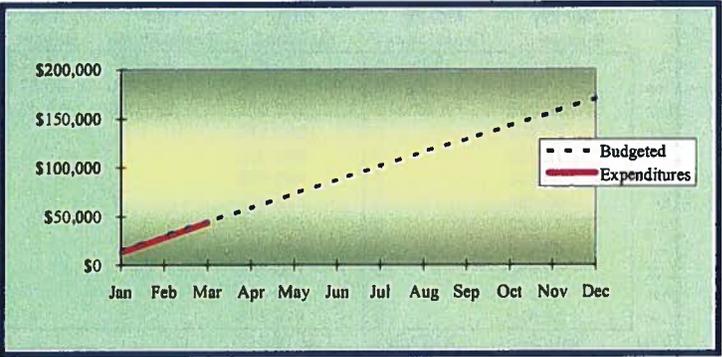
	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$5,643	\$2,102	\$5,643	\$2,102	-62.75%
Feb	69,564	59,397	75,207	61,499	-18.23%
Mar	19,215	10,398	94,423	71,897	-23.86%
Apr	26,230	0	120,653		
May	56,967	0	177,619		
Jun	24,658	0	202,277		
Jul	47,692	0	249,968		
Aug	41,625	0	291,594		
Sep	17,886	0	309,480		
Oct	20,321	0	329,801		
Nov	55,132	0	384,933		
Dec	29,817	0	414,750		
Total	\$414,750	\$71,897	\$414,750		



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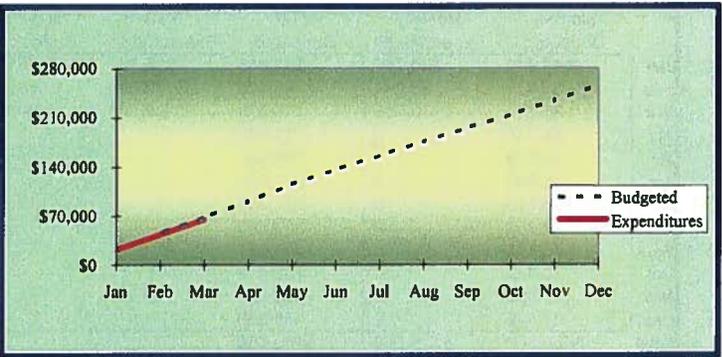
Mayor

	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$14,140	\$12,372	\$14,140	\$12,372	-12.51%
Feb	15,300	15,088	29,441	27,460	-6.73%
Mar	15,676	15,260	45,117	42,720	-5.31%
Apr	13,664	0	58,781		
May	14,603	0	73,384		
Jun	13,875	0	87,259		
Jul	14,117	0	101,376		
Aug	14,345	0	115,721		
Sep	13,026	0	128,747		
Oct	13,314	0	142,061		
Nov	13,764	0	155,825		
Dec	14,602	0	170,427		
Total	\$170,427	\$42,720	\$170,427		



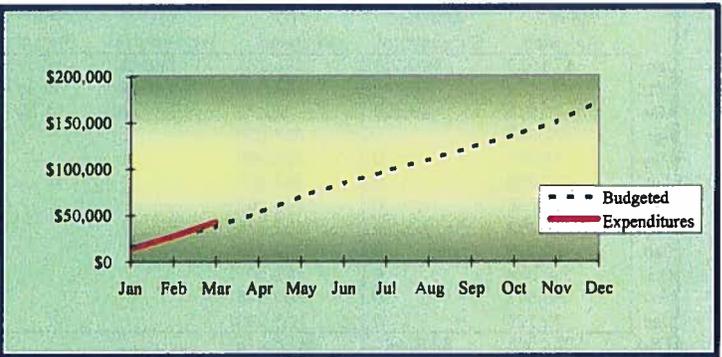
City Administrator

	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$21,587	\$20,772	\$21,587	\$20,772	-3.77%
Feb	22,952	21,701	44,539	42,473	-4.64%
Mar	23,830	21,418	68,369	63,891	-6.55%
Apr	22,092	0	90,461		
May	23,582	0	114,043		
Jun	20,889	0	134,932		
Jul	19,366	0	154,298		
Aug	20,043	0	174,341		
Sep	19,694	0	194,035		
Oct	18,884	0	212,919		
Nov	20,399	0	233,318		
Dec	21,310	0	254,628		
Total	\$254,628	\$63,891	\$254,628		



Human Resources

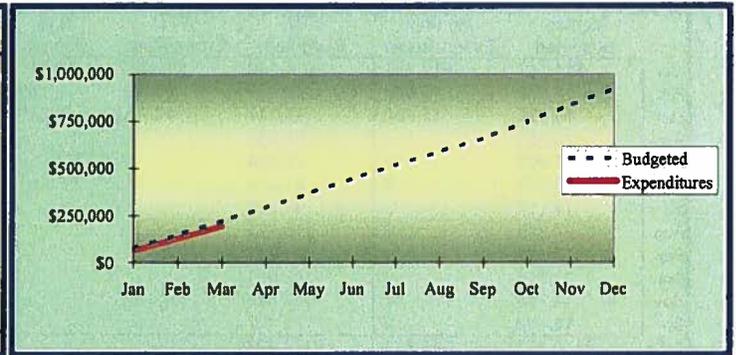
	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$14,131	\$12,635	\$14,131	\$12,635	-10.59%
Feb	10,939	13,535	25,071	26,169	4.38%
Mar	12,945	15,759	38,016	41,929	10.29%
Apr	14,532	0	52,547		
May	17,783	0	70,331		
Jun	13,546	0	83,877		
Jul	12,943	0	96,820		
Aug	12,800	0	109,620		
Sep	12,908	0	122,529		
Oct	13,240	0	135,768		
Nov	13,832	0	149,600		
Dec	22,503	0	172,103		
Total	\$172,103	\$41,929	\$172,103		



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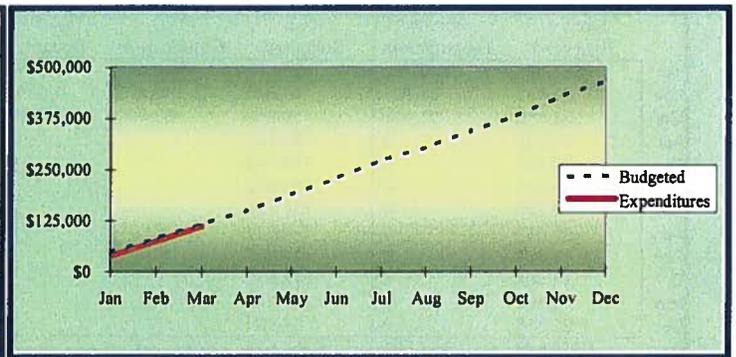
Finance

	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$75,377	\$59,535	\$75,377	\$59,535	-21.02%
Feb	71,700	63,175	147,077	122,710	-16.57%
Mar	74,996	67,376	222,073	190,086	-14.40%
Apr	68,103	0	290,176		
May	76,196	0	366,372		
Jun	77,230	0	443,602		
Jul	69,798	0	513,400		
Aug	71,540	0	584,940		
Sep	69,554	0	654,494		
Oct	92,233	0	746,727		
Nov	89,048	0	835,775		
Dec	83,470	0	919,245		
Total	\$919,245	\$190,086	\$919,245		



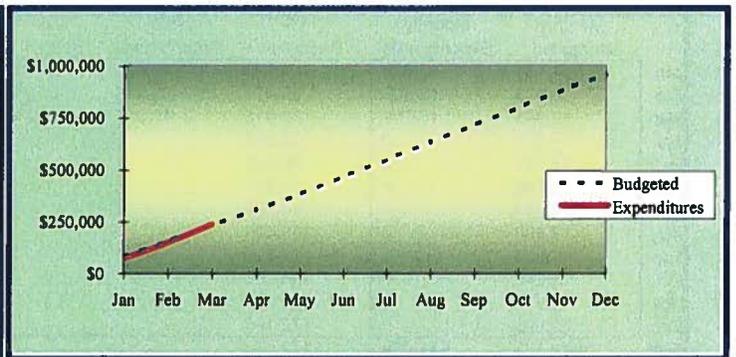
Legal Services

	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$46,905	\$35,767	\$46,905	\$35,767	-23.75%
Feb	33,624	36,241	80,528	72,008	-10.58%
Mar	35,164	38,758	115,693	108,766	-5.99%
Apr	34,147	0	149,840		
May	38,979	0	188,820		
Jun	38,849	0	227,669		
Jul	43,715	0	271,385		
Aug	32,202	0	303,586		
Sep	40,475	0	344,061		
Oct	36,302	0	380,363		
Nov	47,668	0	428,031		
Dec	37,329	0	465,360		
Total	\$465,360	\$108,766	\$465,360		



Development Services

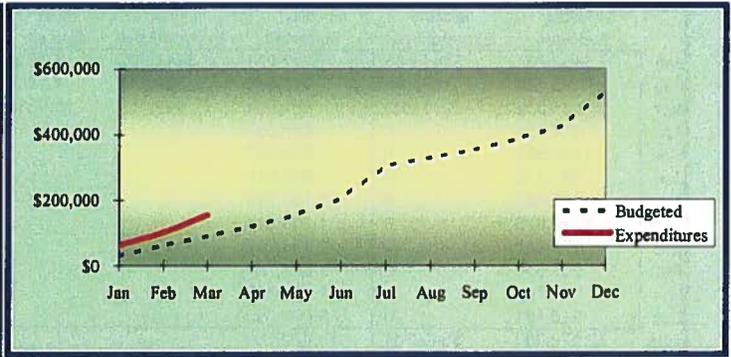
	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$78,287	\$68,848	\$78,287	\$68,848	-12.06%
Feb	76,522	76,742	154,809	145,590	-5.95%
Mar	76,068	88,859	230,877	234,449	1.55%
Apr	76,389	0	307,265		
May	75,081	0	382,346		
Jun	82,089	0	464,435		
Jul	81,666	0	546,102		
Aug	86,273	0	632,374		
Sep	80,979	0	713,353		
Oct	84,014	0	797,368		
Nov	85,547	0	882,915		
Dec	75,728	0	958,643		
Total	\$958,643	\$234,449	\$958,643		



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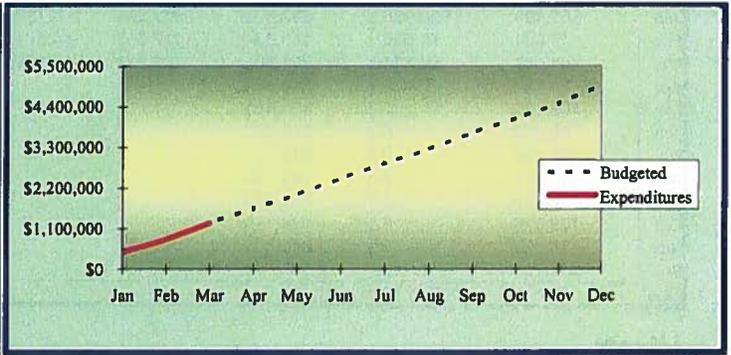
General Governmental

	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$28,946	\$59,351	\$28,946	\$59,351	105.04%
Feb	33,342	40,127	62,288	99,478	59.71%
Mar	27,790	52,847	90,078	152,325	69.10%
Apr	29,629	0	119,707		
May	35,112	0	154,819		
Jun	49,210	0	204,030		
Jul	98,507	0	302,537		
Aug	25,339	0	327,876		
Sep	23,076	0	350,951		
Oct	35,651	0	386,602		
Nov	37,429	0	424,031		
Dec	104,167	0	528,198		
Total	\$528,198	\$152,325	\$528,198		



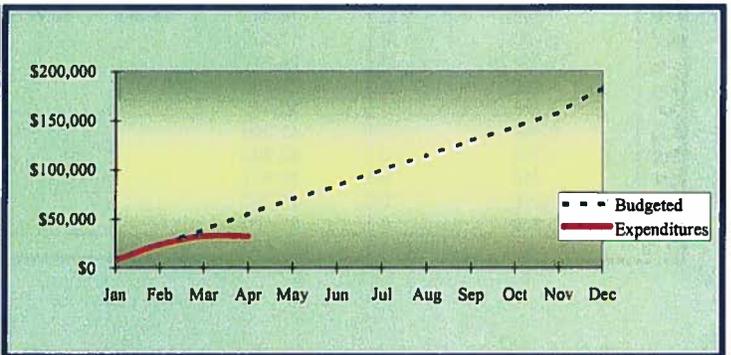
Police Services

	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$383,914	\$430,981	\$383,914	\$430,981	12.26%
Feb	373,744	346,597	\$757,658	777,578	2.63%
Mar	495,878	443,389	1,253,536	1,220,967	-2.60%
Apr	385,263	0	1,638,799		
May	373,775	0	2,012,575		
Jun	438,569	0	2,451,143		
Jul	415,045	0	2,866,188		
Aug	368,510	0	3,234,698		
Sep	462,468	0	3,697,166		
Oct	385,001	0	4,082,167		
Nov	390,300	0	4,472,467		
Dec	509,156	0	4,981,623		
Total	\$4,981,623	\$1,220,967	\$4,981,623		



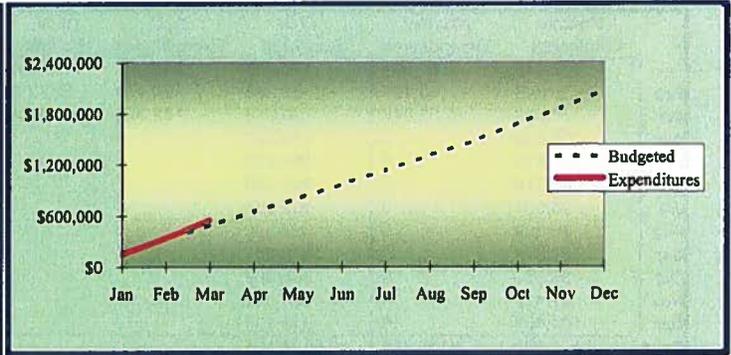
Animal Control

	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$6,536	\$6,457	\$6,536	\$6,457	-1.20%
Feb	16,130	16,156	22,666	22,613	-0.23%
Mar	16,092	8,466	38,758	31,079	-19.81%
Apr	15,958	0	54,715	31,079	-43.20%
May	14,952	0	69,667		
Jun	13,187	0	82,854		
Jul	16,765	0	99,619		
Aug	14,326	0	113,945		
Sep	14,966	0	128,912		
Oct	14,173	0	143,085		
Nov	14,559	0	157,644		
Dec	25,361	0	183,005		
Total	\$183,005	\$31,079	\$183,005		



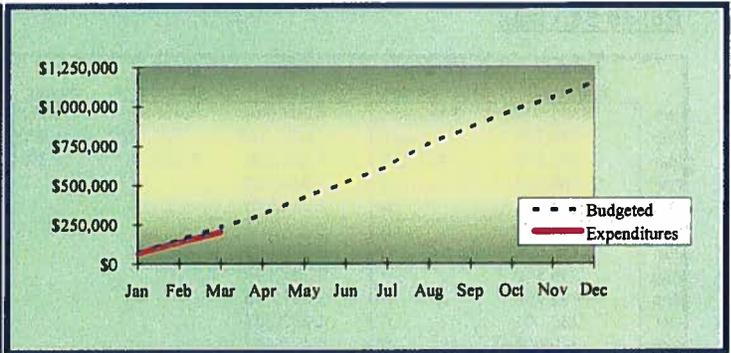
Fire Control

	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$152,661	\$141,483	\$152,661	\$141,483	-7.32%
Feb	165,188	189,165	317,849	330,648	4.03%
Mar	171,052	211,703	488,901	542,351	10.93%
Apr	157,454	0	646,355		
May	156,592	0	802,947		
Jun	162,470	0	965,417		
Jul	165,542	0	1,130,959		
Aug	172,675	0	1,303,634		
Sep	170,583	0	1,474,217		
Oct	207,510	0	1,681,727		
Nov	174,768	0	1,856,496		
Dec	215,854	0	2,072,350		
Total	\$2,072,350	\$542,351	\$2,072,350		



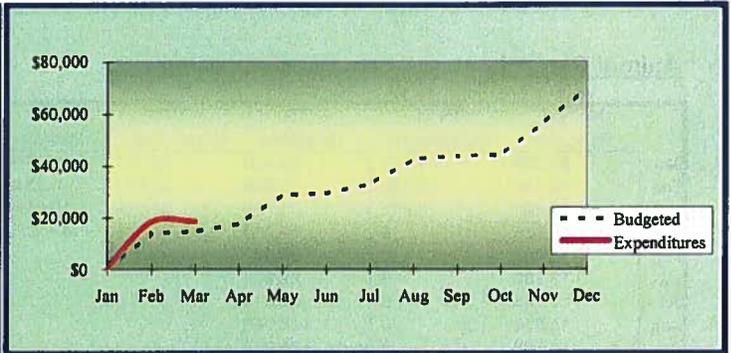
Parks & Recreation

	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$62,400	\$56,966	\$62,400	\$56,966	-8.71%
Feb	87,434	70,586	149,834	127,552	-14.87%
Mar	81,467	64,161	231,301	191,712	-17.12%
Apr	83,132	0	314,433		
May	109,732	0	424,165		
Jun	89,232	0	513,397		
Jul	105,794	0	619,191		
Aug	145,551	0	764,742		
Sep	100,852	0	865,594		
Oct	108,576	0	974,170		
Nov	78,629	0	1,052,800		
Dec	100,731	0	1,153,531		
Total	\$1,153,531	\$191,712	\$1,153,531		



Library

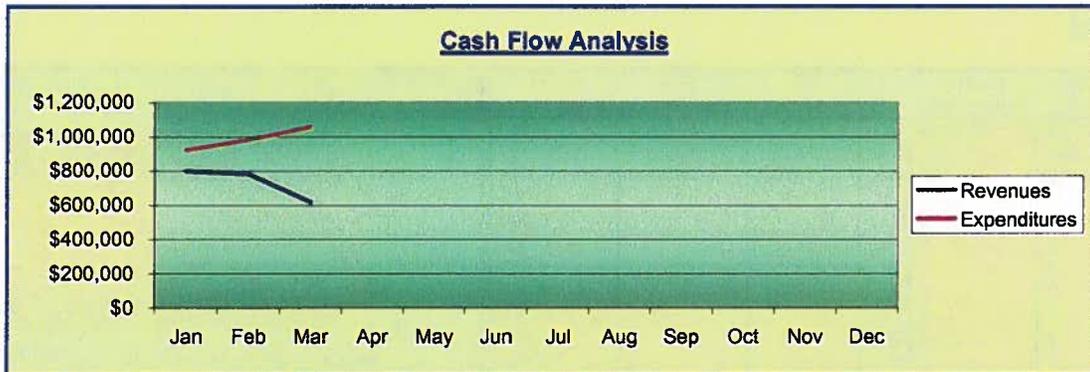
	Monthly Budgeted	Monthly Expenditures	YTD Budgeted	YTD Expenditures	% of Budget
Jan	\$341	\$375	\$341	\$375	9.84%
Feb	13,609	17,747	13,951	18,122	29.90%
Mar	642	223	14,593	18,345	25.72%
Apr	2,858	0	17,450		
May	11,327	0	28,777		
Jun	491	0	29,268		
Jul	3,378	0	32,646		
Aug	9,643	0	42,290		
Sep	1,212	0	43,502		
Oct	418	0	43,921		
Nov	12,276	0	56,197		
Dec	13,203	0	69,400		
Total	\$69,400	\$18,345	\$69,400		



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Total General Fund Cash Flow Requirements

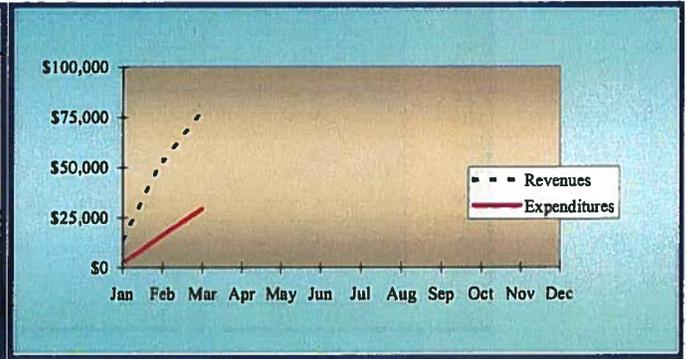
	Total Revenues	Total Expenditures	Net Difference	Cumulative Difference
Jan	\$797,094	\$914,696	(\$117,602)	(\$117,602)
Feb	780,345	976,220	(195,875)	(313,477)
Mar	615,275	1,051,332	(436,056)	(749,534)
Apr				
May				
Jun				
Jul				
Aug				
Sep				
Oct				
Nov				
Dec				
Total	\$2,192,714	\$2,942,248	(\$749,534)	(\$749,534)



Other Operating Fund Graphs

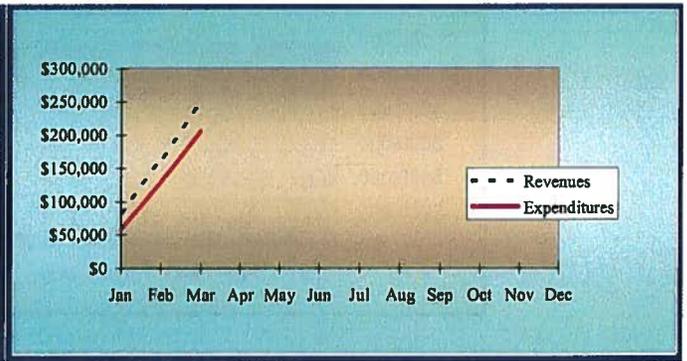
Marathon Fund

	Monthly Revenues	Monthly Expenditures	YTD Revenues	YTD Expenditures	Budget
Jan	\$13,998	\$1,805	Jan \$13,998	\$1,805	1%
Feb	39,290	13,870	Feb 53,288	15,676	9%
Mar	24,040	13,578	Mar 77,328	29,254	17%
Apr	0	0	Apr		0%
May	0	0	May		0%
Jun	0	0	Jun		0%
Jul	0	0	Jul		0%
Aug	0	0	Aug		0%
Sep	0	0	Sep		0%
Oct	0	0	Oct		0.00%
Nov	0	0	Nov		0.00%
Dec	0	0	Dec		0.00%
Total	\$77,328	\$29,254			



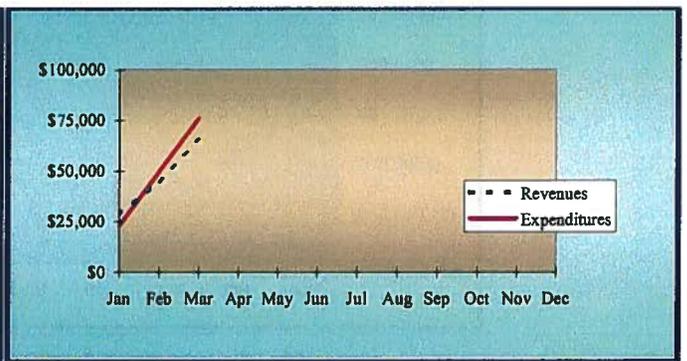
Street Fund

	Monthly Revenues	Monthly Expenditures	YTD Revenues	YTD Expenditures	Budget
Jan	\$83,756	\$57,454	Jan \$83,756	\$57,454	4.94%
Feb	79,546	71,280	Feb 163,303	128,714	11.06%
Mar	86,209	76,935	Mar 249,512	205,649	17.67%
Apr	0	0	Apr		0.00%
May	0	0	May		0.00%
Jun	0	0	Jun		0.00%
Jul	0	0	Jul		0.00%
Aug	0	0	Aug		0.00%
Sep	0	0	Sep		0.00%
Oct	0	0	Oct		0.00%
Nov	0	0	Nov		0.00%
Dec	0	0	Dec		0.00%
Total	\$249,512	\$205,649			



Senior Center Fund

	Monthly Revenues	Monthly Expenditures	YTD Revenues	YTD Expenditures	Budget
Jan	\$28,265	\$22,115	Jan \$28,265	\$22,115	4.86%
Feb	16,519	27,136	Feb 44,784	49,252	10.82%
Mar	19,791	26,161	Mar 64,574	75,413	16.57%
Apr	0	0	Apr		0.00%
May	0	0	May		0.00%
Jun	0	0	Jun		0.00%
Jul	0	0	Jul		0.00%
Aug	0	0	Aug		0.00%
Sep	0	0	Sep		0.00%
Oct	0	0	Oct		0.00%
Nov	0	0	Nov		0.00%
Dec	0	0	Dec		0.00%
Total	\$64,574	\$75,413			

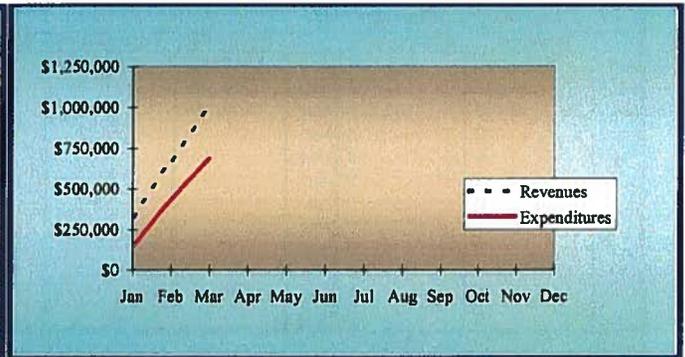


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Enterprise Fund Graphs

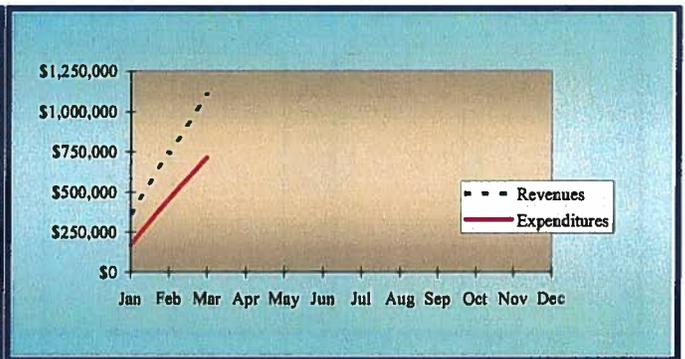
Water Fund

	Monthly Revenues	Monthly Expenditures	YTD Revenues	YTD Expenditures	Budget
Jan	\$327,216	\$135,564	Jan \$327,216	\$135,564	1.24%
Feb	340,525	292,828	Feb 667,742	428,390	3.91%
Mar	337,029	255,799	Mar 1,004,771	684,189	6.24%
Apr	0	0	Apr		0.00%
May	0	0	May		0.00%
Jun	0	0	Jun		0.00%
Jul	0	0	Jul		0.00%
Aug	0	0	Aug		0.00%
Sep	0	0	Sep		0.00%
Oct	0	0	Oct		0.00%
Nov	0	0	Nov		0.00%
Dec	0	0	Dec		0.00%
Total	\$1,004,771	\$684,189			



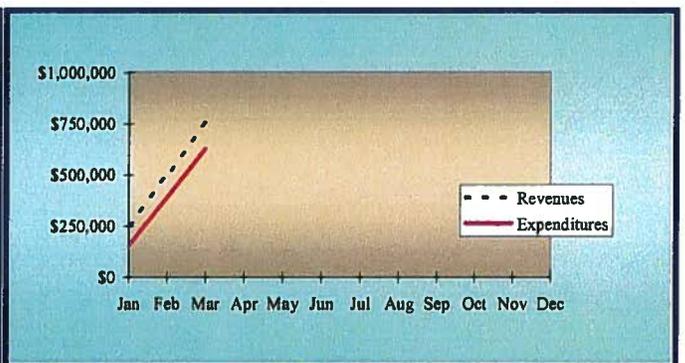
Wastewater Fund

	Monthly Revenues	Monthly Expenditures	YTD Revenues	YTD Expenditures	Budget
Jan	\$365,238	\$158,142	Jan \$365,238	\$158,142	2.89%
Feb	378,148	291,097	Feb 743,386	449,239	6.20%
Mar	356,194	283,089	Mar 1,099,580	712,328	13.01%
Apr	0	0	Apr		0.00%
May	0	0	May		0.00%
Jun	0	0	Jun		0.00%
Jul	0	0	Jul		0.00%
Aug	0	0	Aug		0.00%
Sep	0	0	Sep		0.00%
Oct	0	0	Oct		0.00%
Nov	0	0	Nov		0.00%
Dec	0	0	Dec		0.00%
Total	\$1,099,580	\$712,328			



Solid Waste Fund

	Monthly Revenues	Monthly Expenditures	YTD Revenues	YTD Expenditures	Budget
Jan	\$253,629	\$147,990	Jan \$253,629	\$147,990	4.37%
Feb	247,919	238,867	Feb 501,548	386,857	11.42%
Mar	251,994	236,610	Mar 753,542	623,467	18.40%
Apr	0	0	Apr		0.00%
May	0	0	May		0.00%
Jun	0	0	Jun		0.00%
Jul	0	0	Jul		0.00%
Aug	0	0	Aug		0.00%
Sep	0	0	Sep		0.00%
Oct	0	0	Oct		0.00%
Nov	0	0	Nov		0.00%
Dec	0	0	Dec		0.00%
Total	\$753,542	\$623,467			

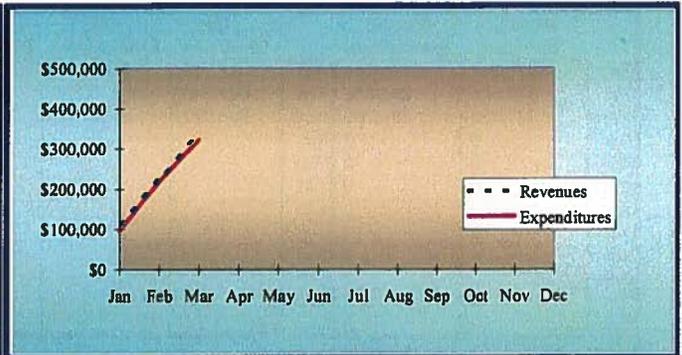


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Enterprise Fund Graphs

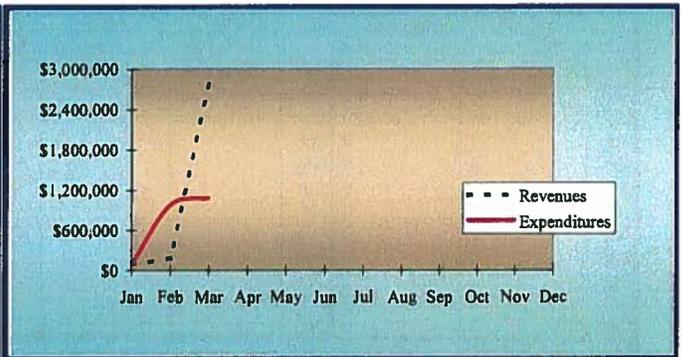
Storm Drain Fund

	Monthly Revenues	Monthly Expenditures	YTD Revenues	YTD Expenditures	Budget
Jan	\$113,062	\$92,857	Jan \$113,062	\$92,857	2.41%
Feb	113,237	123,728	Feb 226,299	216,585	5.61%
Mar	114,436	105,120	Mar 340,734	321,705	8.34%
Apr	0	0	Apr		0.00%
May	0	0	May		0.00%
Jun	0	0	Jun		0.00%
Jul	0	0	Jul		0.00%
Aug	0	0	Aug		0.00%
Sep	0	0	Sep		0.00%
Oct	0	0	Oct		0.00%
Nov	0	0	Nov		0.00%
Dec	0	0	Dec		0.00%
Total	\$340,734	\$321,705			



Marina Fund

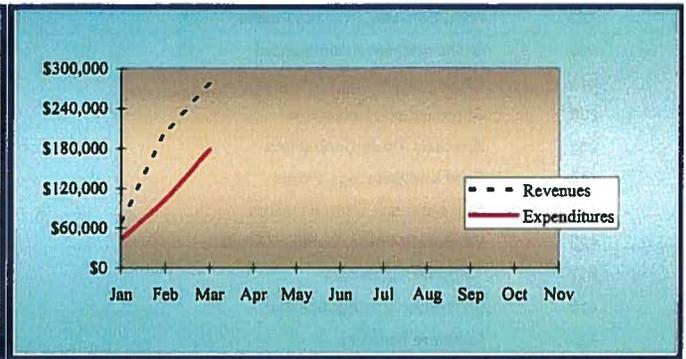
	Monthly Revenues	Monthly Expenditures	YTD Revenues	YTD Expenditures	Budget
Jan	\$84,250	\$57,316	Jan \$84,250	\$57,316	1.36%
Feb	97,686	905,105	Feb 161,916	962,422	22.76%
Mar	2,605,879	106,572	Mar 2,767,795	1,070,993	25.33%
Apr	0	0	Apr		0.00%
May	0	0	May		0.00%
Jun	0	0	Jun		0.00%
Jul	0	0	Jul		0.00%
Aug	0	0	Aug		0.00%
Sep	0	0	Sep		0.00%
Oct	0	0	Oct		0.00%
Nov	0	0	Nov		0.00%
Dec	0	0	Dec		0.00%
Total	\$2,767,795	\$1,070,993			



Internal Service Fund Graphs

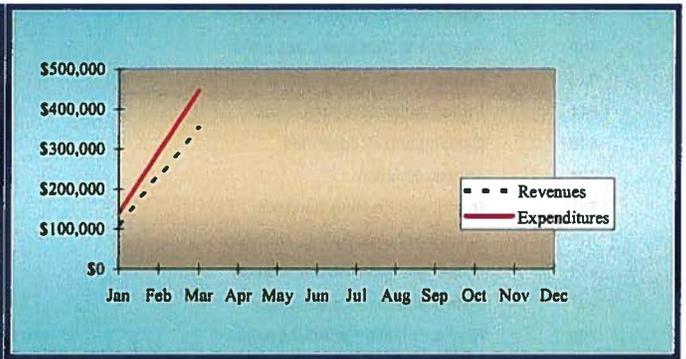
Equipment Rental

	Monthly Revenues	Monthly Expenditures		YTD Revenues	YTD Expenditures	Budget
Jan	\$68,900	\$41,062	Jan	\$68,900	\$41,062	4.32%
Feb	135,304	60,797	Feb	205,204	101,859	10.72%
Mar	71,144	75,261	Mar	276,348	177,120	18.65%
Apr	0	0	Apr			0.00%
May	0	0	May			0.00%
Jun	0	0	Jun			0.00%
Jul	0	0	Jul			0.00%
Aug	0	0	Aug			0.00%
Sep	0	0	Sep			0.00%
Oct	0	0	Oct			0.00%
Nov	0	0	Nov			0.00%
Dec	0	0	Dec			0.00%
Total	\$276,348	\$177,120				



Facilities Fund

	Monthly Revenues	Monthly Expenditures		YTD Revenues	YTD Expenditures	Budget
Jan	\$112,342	\$135,424	Jan	\$112,342	\$135,424	6.78%
Feb	119,362	155,869	Feb	231,724	291,312	14.59%
Mar	118,072	153,577	Mar	349,796	444,890	22.26%
Apr	0	0	Apr			0.00%
May	0	0	May			0.00%
Jun	0	0	Jun			0.00%
Jul	0	0	Jul			0.00%
Aug	0	0	Aug			0.00%
Sep	0	0	Sep			0.00%
Oct	0	0	Oct			0.00%
Nov	0	0	Nov			0.00%
Dec	0	0	Dec			0.00%
Total	\$349,796	\$444,890				



Group	Name	Current Period			Year To Date			Last 12 Months
		This Year	Last Year	% Chg	This Year	Last Year	% Chg	
452	General Merchandise Stores	26,107	28,900	-9.7	109,255	117,541	-7.0	404,315
722	Food Services, Drinking Places	24,829	23,600	5.2	77,664	75,069	3.5	322,884
444	Building Material and Garden	16,116	16,668	-3.3	48,458	47,867	1.2	238,123
441	Motor Vehicle and Parts Dealer	10,674	11,737	-9.1	37,932	37,855	0.2	174,674
236	Construction of Buildings	9,307	10,213	-8.9	34,207	55,834	-38.7	157,134
238	Specialty Trade Contractors	7,601	7,342	3.5	31,777	28,935	9.8	128,960
445	Food and Beverage Stores	7,911	7,718	2.5	29,402	27,932	5.3	118,285
453	Miscellaneous Store Retailers	8,684	8,396	3.4	30,822	32,145	-4.1	115,954
423	Wholesale Trade, Durable Goods	6,594	6,093	8.2	23,767	19,241	23.5	105,081
517	Telecommunications	8,177	8,522	-4.1	24,189	24,534	-1.4	102,622
443	Electronics and Appliances	5,846	4,597	27.2	20,386	15,857	28.6	70,096
454	Nonstore Retailers	5,074	5,024	1.0	21,171	19,851	6.6	67,804
424	Wholesale Trade, Nondurable	5,155	4,495	14.7	15,052	14,260	5.6	58,802
447	Gasoline Stations	4,134	4,209	-1.8	12,764	12,569	1.5	53,922
811	Repair and Maintenance	3,446	2,781	23.9	13,036	10,555	23.5	50,388
442	Furniture and Home Furnishings	3,120	3,214	-2.9	9,838	9,724	1.2	43,690
561	Administrative and Support Svc	2,713	2,156	25.8	9,879	10,055	-1.8	42,854
446	Health and Personal Care Store	3,302	2,715	21.6	11,729	10,106	16.1	42,387
926	Economic Programs Admin	3,457	5,054	-31.6	7,946	12,506	-36.5	39,174
541	Professional, Scientific, Tech	2,564	4,146	-38.2	9,480	13,672	-30.7	38,696
448	Clothing and Accessories	2,036	2,059	-1.1	10,745	9,861	9.0	38,678
721	Accommodation	1,649	2,234	-26.2	5,562	6,190	-10.1	37,587
532	Rental and Leasing Services	2,742	2,839	-3.5	8,239	10,237	-19.5	34,950
713	Amusement, Gambling, and Rec	2,086	2,073	0.7	7,039	6,636	6.1	28,171
451	Sporting Goods, Hobby, Books	2,350	1,018	130.7	8,016	4,341	84.7	26,036
237	Heavy and Civil Construction	1,183	798	48.2	5,759	2,165	166.0	22,954
999	Nonclassifiable Establishments	806	546	47.8	2,706	1,195	126.5	21,070
812	Personal and Laundry Services	1,282	1,300	-1.4	5,244	4,810	9.0	19,230
524	Insurance Carriers and Related	858	959	-10.5	3,839	3,497	9.8	15,209
321	Wood Product Manufacturing	940	1,055	-10.9	2,956	3,007	-1.7	14,596
611	Educational Services	1,144	1,290	-11.3	1,979	3,073	-35.6	9,295
531	Real Estate	283	650	-56.4	1,222	2,072	-41.1	8,117
337	Furniture and Related Products	600	359	66.9	1,763	1,301	35.5	6,976
511	Publishing Industries	423	102	314.9	1,109	450	146.2	6,105
311	Food Manufacturing	366	376	-2.7	1,192	1,149	3.7	5,737
813	Religious, Grantmaking, Civic	367	354	3.4	1,262	1,454	-13.2	4,963
221	Utilities	164	99	65.2	1,154	736	56.8	4,532
425	Wholesale Electronic Markets	27	192	-86.0	250	508	-50.8	4,218
327	Nonmetallic Mineral Products	125	164	-24.2	701	528	32.7	4,079
522	Credit Intermediation	266	289	-8.0	771	1,119	-31.1	3,670
323	Printing and Related Support	175	343	-48.9	942	1,098	-14.2	3,636
332	Fabricated Metal Product Manuf	299	40	650.1	634	758	-16.4	3,507
334	Computer and Electronic Produc	146	107	36.9	453	137	230.8	2,870
621	Ambulatory Health Care Service	133	554	-76.0	497	1,230	-59.6	2,805
512	Motion Picture, Sound Record	1	0	0.0	339	640	-47.0	1,980
339	Miscellaneous Manufacturing	309	251	23.3	885	621	42.6	1,794
488	Transportation Support	125	119	4.5	452	502	-10.0	1,698
523	Securities, Commodities, Other	26	39	-32.6	673	693	-2.8	1,610
312	Beverage and Tobacco Products	130	81	61.1	378	319	18.5	1,577
212	Mining (except Oil and Gas)	0	78	-100.0	341	213	59.9	1,550
518	Internet Service Providers	68	357	-81.1	646	770	-16.1	1,526
562	Waste Management, Remediation	133	59	124.1	296	37	699.0	1,226

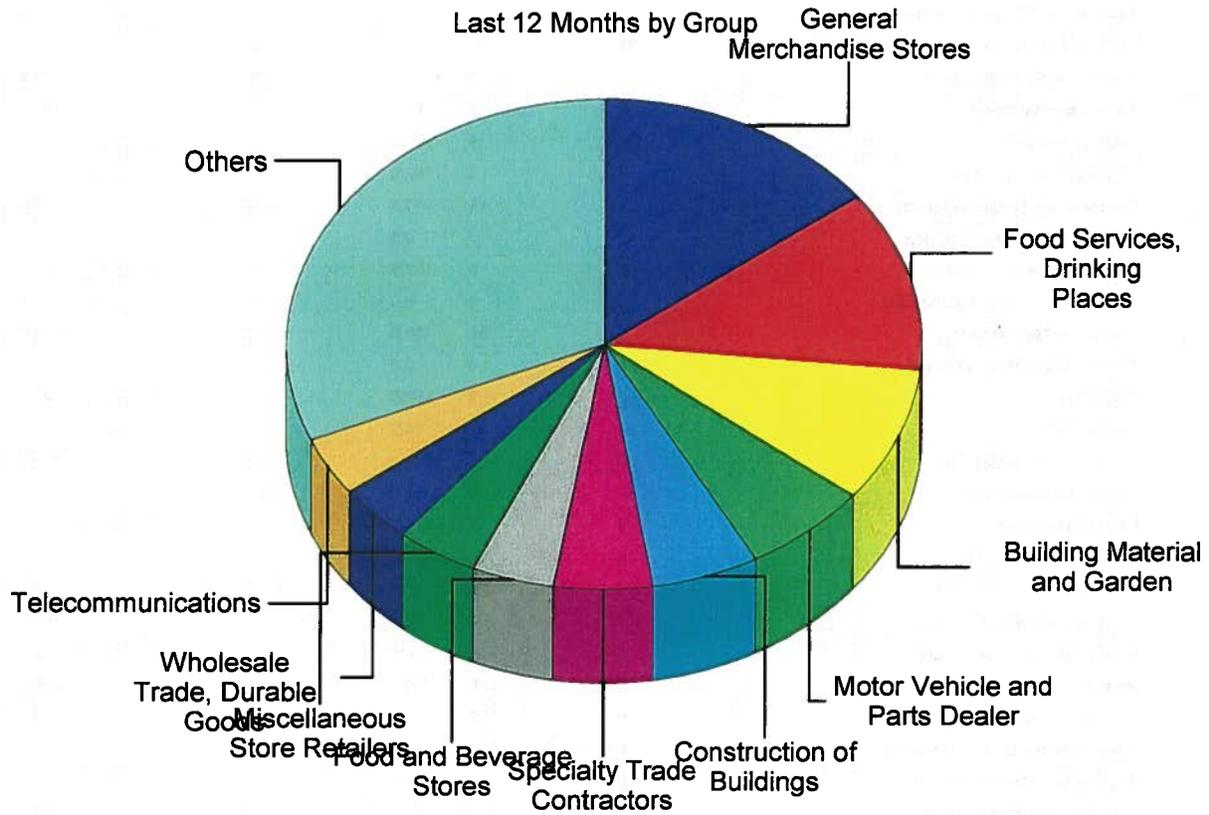
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1st Quarter Report Page: 17

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Group	Name	Current Period			Year To Date			Last 12 Months
		This Year	Last Year	% Chg	This Year	Last Year	% Chg	
551	Company Management	0	5	-100.0	391	23	1566.3	602
325	Chemical Manufacturing	26	31	-17.7	118	96	23.1	554
336	Transportation Equipment Man	1	0	0.0	117	91	28.5	554
111	Crop Production	52	4	1075.4	394	42	836.0	481
711	Perform Arts, Spectator Sports	1	0	0.0	88	258	-66.0	421
519	Other Information Services	22	34	-37.0	61	57	6.9	276
922	Justice, Public Order, Safety	8	0	3780.0	177	267	-33.8	238
322	Paper Manufacturing	36	13	170.1	75	39	88.8	223
314	Textile Product Mills	10	5	107.3	30	53	-42.5	217
493	Warehousing and Storage	8	3	156.6	26	116	-77.7	210
515	Broadcasting (except Internet)	12	14	-13.8	47	76	-38.8	184
324	Petroleum and Coal Products	12	0	0.0	165	0	0.0	169
533	Intangible Assets Lessors	2	6	-66.6	64	18	255.7	141
335	Electric Equipment, Appliances	2	0	0.0	-38	4	-1186.0	139
333	Machinery Manufacturing	1	59	-98.9	8	119	-93.5	136
331	Primary Metal Manufacturing	0	0	0.0	0	0	0.0	135
624	Social Assistance	10	2	457.8	36	24	49.3	105
313	Textile Mills	21	12	74.9	61	47	28.9	94
484	Truck Transportation	0	6	-100.0	57	6	803.0	80
483	Water Transportation	67	0	0.0	67	0	0.0	67
315	Apparel Manufacturing	2	2	0.6	23	15	49.5	65
525	Funds, Trusts, and Other	3	4	-24.7	11	45	-75.0	63
000	Unknown	0	0	0.0	0	0	0.0	43
316	Leather and Allied Products	6	5	15.9	20	8	164.4	34
326	Plastics and Rubber Products	0	0	0.0	7	9	-19.1	19
112	Animal Production	0	0	0.0	12	0	6055.0	12
115	Agriculture, Forestry Support	0	0	0.0	1	0	180.0	7
924	Environmental Quality Programs	0	0	0.0	0	0	0.0	7
623	Nursing and Residential Care	0	0	0.0	6	0	0.0	6
923	Human Resources Administration	0	0	-100.0	3	0	1600.0	3
213	Support Activities for Mining	0	0	0.0	0	0	0.0	2
921	Executive, Legislative, Other	0	0	0.0	0	0	0.0	1
492	Couriers and Messengers	0	0	0.0	0	1	-100.0	0
712	Museums, Historical Sites	0	0	0.0	0	0	0.0	0
814	Private Households	0	0	0.0	0	0	0.0	0
TOTAL	7,402 Accounts	186,351	188,569	-1.2	658,824	668,869	-1.5	2,723,090

NOTE: YTD column includes returns from 201011 to 201101



General Merchandise Stores	14.8%
Food Services, Drinking Places	11.9%
Building Material and Garden	8.7%
Motor Vehicle and Parts Dealer	6.4%
Construction of Buildings	5.8%
Specialty Trade Contractors	4.7%
Food and Beverage Stores	4.3%
Miscellaneous Store Retailers	4.3%
Wholesale Trade, Durable Goods	3.9%
Telecommunications	3.8%
Others	31.4%
Total:	100.0%

City of Oak Harbor
Investments Detail - Ladder
 As of: **31-Mar-2011**

Bank	Desc	CUSIP #	PAR Value	Purchase Price	Int'l Type	Interest Due	Matured/Sold	Principal Amount	Settlement Date	Call Date	Maturity Date	Yield To Maturity	Int. Earned (Int. Purchase)	Market Value	Days To Maturity
SIP 24,054,389.28 0.2338%															
US	FHLB	3133XPV3	1,000,000	1,009,990	S	5/18 & 11/18		1,009,990.00	02/02/11	n/a	05/18/12	0.3507%		1,007,337	414
US	FHLB	3133XUJ0	1,000,000	1,018,460	S	3/26 & 9/26		1,016,781.82	02/02/11	n/a	09/26/12	0.5001%	8,125.00	1,014,144	545
US	FHLB	3133XVNT4	1,000,000	1,021,310	S	6/14 & 12/14		1,021,310.00	02/02/11	n/a	12/14/12	0.6001%		1,015,815	624
US	FHLMC	3137EAB17	1,000,000	1,062,780	S	5/29 & 11/29		1,062,780.00	02/02/11	n/a	05/29/13	0.7700%		1,054,307	790
US	FHLMC	3137EAB57	1,000,000	1,081,597	S	3/27 & 9/27		1,076,897.65	02/02/11	n/a	09/27/13	1.0000%	20,625.00	1,072,362	911
US	FHLB	3133XSP93	1,000,000	1,056,927	S	6/13 & 12/13		1,056,927.00	02/02/11	n/a	12/13/13	1.1000%		1,044,640	988

Current Total 6,000,000 6,251,064 **Agencies Weighted Avg:** 0.7260% **Weighted Avg Maturity (days) =** 187.37
Total SIP & Investments 30,299,075.75 **Weighted Avg Maturity (mos) =** 6.16
Weighted Avg Maturity (yrs) = 0.51

B = Interest paid at maturity
 S = Interest paid semi-annually
 B/S = Bullet - Interest paid semi-annually
 CD = Certificate of Deposit - Interest paid at maturity

Bank	Prior Month's Balance	Other Deposits	Other Withdrawals	Interest Earned Est. Int. Accrued	Market Value	Interest YTD	Month-end Rate
MIA	16,791,411.51	393,463.74	(5,000,000.00)	2,426.02	12,187,301.27	9,337.60	0.2000%

Yield/Percentage By Type		Weighted	
Type	Amount	% of Total	Avg Yield
Agencies	6,244,686.47	14.70%	0.7260%
SIP	24,054,389.28	56.62%	0.2338%
MIA	12,187,301.27	28.69%	0.2000%
Total	42,486,377.02	100.00%	0.2964%

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City of Oak Harbor

Through period: 3

Through March 2011

	Cash	Investments	Fund Total	
001	CURRENT EXPENSE	4,372,628.71	0.00	4,372,628.71
002	CURRENT EXPENSE RESERVES	1,451,838.18	0.00	1,451,838.18
003	CURRENT EXP - AMERIFLEX	24,551.42	0.00	24,551.42
005	CURRENT EXP - SEIZURE	11,558.18	0.00	11,558.18
006	WHIDBEY ISLAND MARATHON	220,262.21	0.00	220,262.21
101	STREETS	1,180,277.86	0.00	1,180,277.86
104	ARTERIALS	543,279.46	0.00	543,279.46
105	TRANSPORTATION CAPITAL IMPROVE	1,064,170.67	0.00	1,064,170.67
106	PATHS & TRAILS 1/2 OF 1% MVFT	18,082.49	0.00	18,082.49
110	CUMULATIVE RESERVE STREETS	17,562.89	0.00	17,562.89
115	ART ACQUISITION & MAINTENANCE	54,699.97	0.00	54,699.97
116	CIVIC IMPROVEMENT (2%)	318,997.28	0.00	318,997.28
124	INTEREST REVOLVING	7,746.94	0.00	7,746.94
125	PARK IMPROV-NEIGHBORHOOD PARKS	147,282.20	0.00	147,282.20
126	PARK IMPROV COMMUNITY PARKS	297,289.77	0.00	297,289.77
129	SENIOR CENTER	222,321.74	0.00	222,321.74
201	96 PUBLG SAFETY/FIRE UTGO BOND	0.00	0.00	0.00
230	2008 LOCAL FIRE BOND	12,927.69	0.00	12,927.69
311	CUM RESERVE (M) 1ST 1/4% REET	2,824,731.83	0.00	2,824,731.83
312	CUM RESERVE MCI 2ND 1/4% REET	2,294,550.40	0.00	2,294,550.40
320	CONSTRUCTION - DOCK PROJECT	209,670.98	0.00	209,670.98
325	WATERFRONT REDEVELOPMENT FUND	475,081.71	0.00	475,081.71
361	LID - SCENIC HEIGHTS #2003-01	0.00	0.00	0.00
401	WATER	4,173,182.64	0.00	4,173,182.64
402	SEWER	7,501,749.72	0.00	7,501,749.72
403	SOLID WASTE	2,757,563.57	0.00	2,757,563.57
404	STORM DRAIN	715,073.82	0.00	715,073.82
410	MARINA	2,156,322.54	0.00	2,156,322.54
411	CUMULATIVE RESERVE WATER	5,562,323.27	0.00	5,562,323.27
412	CUMULATIVE RESERVE SEWER	4,790,252.76	0.00	4,790,252.76
413	CUMULATIVE RESERVE - SOLID WASTE	115,776.89	0.00	115,776.89
414	CUMULATIVE RESERVE STORM DRAIN	369,068.47	0.00	369,068.47
420	CUMULATIVE RESERVE MARINA	56,547.81	0.00	56,547.81
501	EQUIPMENT RENTAL	123,619.14	0.00	123,619.14
502	EQUIPMENT REPLACEMENT	6,271,558.74	0.00	6,271,558.74
505	TECHNOLOGY RESERVE FUND	234,715.46	0.00	234,715.46
510	SHOP FACILITY	22,338.87 CR	0.00	22,338.87 CR
805	INVESTMENT CONTROL	30,299,075.75 CR	30,299,075.75	0.00
900	GEN. LONG TERM DEBT	0.00	0.00	0.00
	Grand Total:	20,275,852.79	30,299,075.75	50,574,928.54

Note: Transfer of funds from Equipment Replacement to the Shop facility fund occurred in early April, 2011.

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

Bill No. 8
Date: June 7, 2011
Subject: Pioneer Way Project Update

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents the monthly report to the City Council with respect to the Pioneer Way Reconstruction Project.

SUMMARY STATEMENT

The City Council has expressed interest in receiving regular updates from project staff on the progress of the Pioneer Way Reconstruction Project. The attachments to this agenda bill are intended to supplement the oral report provided at the Council meeting.

In summary, the Pioneer Way project remains on schedule and on budget. Major utility and street work within Phase 1 (Dock to City Beach Streets) is winding down with the focus shifting landscaping, irrigation and pulling wires for power and telecommunications. In Phase 2, (Dock Street to Midway Boulevard), underground work on City water and sanitary sewer facilities is substantially complete, so most of the effort is now concentrated on the stormwater system improvements and joint utility trench.

With respect to expenditures, the project is tracking well within budget, both overall and by major line item. The attached spreadsheet provides an overview of running costs by budget category and estimated May expenditures.

STANDING COMMITTEE REPORT

This project update was presented to the Public Works and Utilities Standing Committee on June 2, 2011.

RECOMMENDED ACTION

Information only – no action required

ATTACHMENTS

1. Pioneer Way – Contractor’s Three Week Schedule
2. Pioneer Way Project Running Costs – May 2011

MAYOR'S COMMENTS

PIONEER WAY 3 WEEK SCHEDULE

Schedule Date 5/23/2011

Description	5/14	5/15	5/16	5/17	5/18	5/19	5/20	5/21	5/22	5/23	5/24	5/25	5/26	5/27	5/28	5/29	5/30	5/31	6/1	6/2	6/3	6/4	6/5	6/6	6/7	6/8	6/9	6/10	6/11	
ADMINISTRATIVE																														
Construction Meeting																														
City Events																														
Road Closures																														
CONSTRUCTION ACTIVITIES																														
PHASE 1 (City Beach to Dock)																														
CSTC																														
Curb and Gutter																														
Irrigation - Sleeving																														
Irrigation and Planting																														
Sidewalk Subgrade																														
Sidewalk																														
Asphalt Prep																														
WMA																														
UTILITIES																														
Clean & TV for CIPP																														
CIPP w/Trenchless Side Sewers (ALL)																														
PSE Pull Cable																														
PHASE 2 (Dock to Midway)																														
Wall Sch B - Prep																														
Wall Sch B - Sub																														
UTILITIES																														
Side Sewers - Connect to CIPP																														
Storm - Ph2																														
Storm - Midway																														
JUT - Ph2																														
Illumination																														
Water Services																														

LEGEND

Completed Work	
Slab Work	
Subcontractor Work	
Support Activities	
Standby	

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Pioneer Way Project Running Costs - May 2011

	Contract/Budget	May 2011	Total to Date
Pre-Construction Costs	\$ 1,004,592		\$ 1,004,592
Roadway/City Utilities/Parking Alternate	\$ 4,007,976	\$ 1,100,000	\$ 2,148,639
City Share of PSE/Frontier Undergrounding	\$ 630,000 ¹		\$ -
Inspection/testing	\$ 23,012	\$ 2,580	\$ 6,138
Surveyor	\$ 117,385 ²	\$ 24,168	\$ 58,649
Construction Management	\$ 398,975 ³	\$ 50,537	\$ 131,615
other	\$ 185,000 ⁴	\$ 3,775	\$ 19,775
Public Art (1% of project)	\$ 80,000		\$ -
Construction Mitigation Outreach	\$ 167,500	\$ 5,492	\$ 39,321
Contingency	\$ 257,863 ⁵		
Total Project Cost	\$ 6,872,303	\$ 1,186,552	\$ 3,408,729

NOTES:

- 1) estimated City share of costs associated with undergrounding
- 2) includes both contracts for pre-construction and construction survey work
- 3) Includes only NTE limit on KBA Contract
- 4) city direct costs, ie office space, equipment, permit fees
- 5) 10% contingency, and approximately \$50k for engineering design

W17

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

Bill No. 9
Date: June 7, 2011
Subject: AWC Voting Delegates

FROM: Jim Slowik, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to elect three voting delegates for the City of Oak Harbor to serve at the 2011 Association of Washington Cities (AWC) Annual Business Meeting.

AUTHORITY

As a member in good standing of AWC, the City of Oak Harbor may select three voting delegates for the AWC business meeting.

SUMMARY STATEMENT

The 2011 Annual Business Meeting of AWC is scheduled for Thursday, June 23rd, from 4:15pm to 5:30pm. Prior to the Annual Business Meeting, three voting delegates must be chosen to represent the City of Oak Harbor.

The following are available to serve as delegate:

Councilmember Rick Almberg
Councilmember Jim Campbell
Councilmember Beth Munns
Councilmember Danny Paggao

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Discuss, nominate and select three attendees as the 2011 voting delegates for the City of Oak Harbor at the 2011 AWC Annual Meeting.

ATTACHMENTS

6.7.11 Agenda Bill AWC Voting Delegates
Page 1 of 2

None.

MAYOR'S COMMENTS

None.

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