City of Oak Harbor City Council Meeting Agenda

For

April 19, 2011
6:00 p.m.

Oak Harbor City Council
REGULAR MEETING
Tuesday, April 19, 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 Pastor Fannie Dean, House of Prayer

ROLL CALL

MINUTES 4/5/11 Regular Meeting

NON-ACTION COUNCIL ITEMS:

1. Proclamation – Bike to Work Month.
2. Employee Recognition – John Hornsby, Oak Harbor Fire Department – 32 ½ years of service.
3. Employee Recognition – Kyle Biddle – 10 years of service.
4. Public Comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

5. Consent Agenda:

Page 25

a. Re-appointment to Planning Commission – Greg Wasinger.

Page 26

b. Appointment to Community Police Advisory Board – Gene Kelly Barner.

Page 30

c. Re-appointments to Parks Board – Helen Chatfield-Weeks, Dee Harbour, K.C. Pohtilla, Mike Wright.

Page 32

d. Authorization to Advertise for Bids – HVAC Replacement (Senior Center Facility).

Page 148

e. Noise Permit – Holland Happening.

Page 151

f. Noise Permit – Unity Fellowship.

Page 154

g. Noise Permit – Oak Harbor Christian School – Eagle Run.

Page 157

h. Noise Permit – Hammond/Dooney Wedding.

Page 160

i. Hearing Examiner Agreement – Michael Bobbink.
j. Approval of Accounts Payable Vouchers (Pay Bills).

Page 167

6. Oak Harbor Fire Department – Annual Report.

Page 198

7. Public Hearing – 2011 Comprehensive Plan Amendment Docket.

Page 205

8. Public Hearing – Ordinance, Changes to Enterprise Area Code.

Page 223

9. Public Hearing – Annexation: Goldie Road – Wallin.

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.

Attitude is a little thing that makes a big difference.
~Winston Churchill

City Council Meeting
Tuesday, April 5, 2011, 6:00 p.m.
City Hall – Council Chambers

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

INVOCATION Grafton Robinson, Southern Baptist Church

ROLL CALL

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

Paul Schmidt, City Administrator
Bill Hawkins, Acting City Attorney
Doug Merriman, Finance Director
Steve Powers, Development Services Director
Cathy Rosen, Public Works Director
Hank Nydam, Parks Manager
Eric Johnston, City Engineer
Lesley McConnell, Pioneer Way Communications Specialist
Rick Wallace, Chief of Police
Mark Soptich, Fire Chief
Mike McIntyre, Senior Services Director
Renée Recker, Executive Assistant to the Mayor

City Attorney Margery Hite was absent and formally excused from this meeting.

MINUTES

MOTION: **Councilmember Palmer moved to approve the 3/22/11 meeting minutes. The motion was seconded by Councilmember Almberg. Councilmembers Almberg, Dudley, Campbell, Munns, Palmer, and Severns voted in favor of the motion. Councilmember Paggao abstained from the vote since he did not attend the 3/22/11 meeting. The motion carried.**

NON-ACTION COUNCIL ITEMS

Proclamation – Arbor Day

Councilmember Severns read and presented this proclamation to the City's Parks Manager, Hank Nydam. Arbor Day is April 13, 2011, and all citizens are urged to celebrate this day, plant a tree, and support efforts to protect our trees and woodlands. Arbor Day is now celebrated throughout the nation and world.

Proclamation – Earth Day

Councilmember Dudley read and presented this proclamation to the City's Parks Manager, Hank Nydam. Earth Day is April 22, 2011, and offers citizens an opportunity to take a moment and consider what each of us can do to ensure the long-term sustainability of the environment.

Mr. Nydam noted that on April 13, 2011, the Parks Department will be doing a planting project at Freund Marsh with fifth grade students from Broadview Elementary School. Maribeth Crandell will also lead environmental training for the students.

Tree City USA Recognition
Linden Mead, Urban and Community Forestry Specialist, Washington Department of Natural Resources (DNR), presented Mr. Nydam with a Tree City USA flag from the Arbor Day Foundation along with other recognition items. Ms. Mead talked about the four standards that the City has met to achieve this recognition: an ordinance for the care and maintenance of trees; Parks Board and work plan development on an annual basis; two dollars per capita on planting and tree care maintenance; and the celebration of Arbor Day. This is the eighth year that Oak Harbor has received this designation. DNR is conducting an anti-treetopping campaign and Ms. Mead left campaign posters and bookmarks for Council and the community. Mayor Slowik thanked Mr. Nydam for his and the Parks staff's efforts toward achieving this award.

Pioneer Way Construction Project
Before moving to this evening's agenda items, Mayor Slowik asked City Engineer Eric Johnston, and Pioneer Way Communications Specialist Lesley McConnell to report on Pioneer Way. The project has been under construction for little more than a month with emphasis on City utilities connections – water, sewer, and stormwater. Work began this evening on cast-in-place pipe. April will bring joint utility trenching for overhead utility conversions. A boulder the size of a large car had to be jack-hammered out, but the project is on-schedule and costs are on-track. The Holland Happening event at the end of April will hold its parade on Bayshore and booths will be placed on Pioneer Way. Ms. McConnell handed out the March newsletter, "News from the Street," and talked about the newsletter's highpoints. Some businesses have seen an increase in trade, and three new businesses have opened on Pioneer Way. Ms. McConnell talked about the Strategic Advisory Group which has been formed, the focus for April on the history of Oak Harbor and Pioneer Way, and the development of marketing material around these historical highlights.
A map and general overview calendar will be continually updated, parking signage has been developed, and scatter ads (also shown to Council this evening) will be placed. Ms. McConnell closed by saying: Spend money downtown, adopt a merchant, visit Pioneer Way on a regular basis. Mayor and Council thanked Mr. Johnston and Ms. McConnell for their work and this report. Councilmember Munns mentioned and Councilmember Dudley asked about the Pioneer Way video running on Channel 10. Councilmember Palmer asked about obtaining a copy of the video (it can be provided) and the video is also viewable on YouTube.

Public Comments
Duane Dillard, 2150 SW Dillard Lane. Mr. Dillard spoke with concern about the Marathon door hanger notifications that had been distributed in the Dillard Neighborhood and lack of access to the neighborhood during the Marathon. Mr. Dillard felt the neighborhood should be informed about peak times, and that flaggers need to connect with each other more efficiently than last year's race. Chief Wallace responded: You will have access starting at 5:00 p.m. up until the beginning of road closure, and limited closures during the race.

Designated parking in outside areas is for the residents' convenience and is meant to make it easier for the neighborhood to access their vehicles. Vehicles can still get through during the race but there will be a delay. Emergency vehicle access will be available at all times and the runners would be stopped to provide that access.

Bob Olson, New Owner of Whidbey Wild Bird. Mr. Olson spoke with concern about the one-way traffic flow for Pioneer Way and the reciprocal flow on Bayshore Drive. He felt that this design is not prudent and vehicular traffic will be cut in half. He asked that traffic flow examples from other cities be considered.

Mel Vance, P.O. Box 2882. Mr. Vance spoke about the WWTP facility workshop airing on Channel 10 and the comment about solar not being viable in this area; it is definitely viable in this area. Our waste water treatment plant would be an excellent candidate for wind or solar power. Down the line, it could be a revenue generator for the City. A number of other City facilities could accommodate solar power. Participate in PSE's green power program. It is a good program that could be put on a ballot as an incentive to install solar and/or wind power, lower taxes, and assist the City's budget.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS

Consent Agenda

A. Reappointment to Community Police Advisory Board – Cathy Niiro.
B. Appointment to Community Police Advisory Board – Lauren Nelson.
C. Agreement – Oak Harbor School District, Safe Routes to School.
D. Annual Interlocal Agreements – North Whidbey Parks and Recreation for Lifeguard, Boating, and Recreational Services.
E. Approval of Accounts Payable Vouchers.

Councilmember Dudley asked that Consent Agenda Items A, C., and D be removed for discussion.

MOTION: **Councilmember Dudley moved to approve Consent Agenda Items B and E with Item E paying Accounts Payable Check Numbers 145256 – 145261 in the amount of $236.49, Accounts Payable Check Numbers 145262 – 145266 in the amount of $11,289.81, Accounts Payable Check Numbers 145267 – 145462 in the amount of $1,335,398.20, Payroll Check Numbers 94574 – 94606 in the amount of $649,580.33, and Payroll Check Numbers 94607 – 94636 in the amount of $92,980.58. The motion was seconded by Councilmember Severns and carried unanimously.**

Consent Agenda Item A – Reappointment to Community Police Advisory Board – Cathy Niiro

Councilmember Dudley talked about the longevity of this board (established in 1991) and the board's close relationship with the Police Department and community. Mr. Dudley questioned whether Ms. Niiro's reappointment to the board creates the appearance of a conflict of interest since she is married to an OHPD officer. Mr. Dudley asked if someone else could fill this position who is a stakeholder in the community and not the spouse of an officer. Mayor Slowik responded that Ms. Niiro is a stakeholder in the community as the Executive Director of United Way of Island County, and the Combined Federal Campaign

(CFC) Director for Island County, and works closely with the base on social needs. Council discussion followed regarding Ms. Niiro's Community Police Advisory Board reappointment as a member since 2004, that the Board does not discuss contractual or policy issues, with affirmation of support from Chief Rick Wallace for her valuable assistance on this board.

MOTION: **Councilmember Almberg moved to approve the recommendation to re-appoint Ms. Niiro to the Community Police Advisory Board. The motion was seconded by Councilmember Palmer. Councilmembers Almberg, Campbell, Munns, Paggao, Palmer, and Severns voted in favor of the motion. Councilmember Dudley opposed. The motion carried.**

Consent Agenda Item C – Interlocal Agreement with Oak Harbor School District for Safe Routes to School

Councilmember Dudley spoke with concern about children's safety and asked about the timing for this agreement's presentation (grant award to Oak Harbor School District was June 2009) and if the City could have moved forward in 2009. City Engineer Eric Johnston responded that the agreement could have been put in place, but it has not been needed up to this point. Now is the time to have it in place prior to the project's construction. It has taken time to design this project since it was kept in-house and there have been other simultaneous projects also demanding the Engineering Department's attention.

Council discussion continued regarding the number of sites (proposed improvements are for eight crosswalk/flashing crosswalk warning systems) to be installed at arterial street crossings used by students walking to and from school and a short section of sidewalk near Broadview Elementary School. In addition, the grant includes $4,000 for purchase of one laser-type speed gun for the Oak Harbor Police Department to be used for speed enforcement in school zones. The State required that the School District apply for the grant, and the City's engineering staff functions as the School District's engineer for the pedestrian street improvement construction plans, specifications and estimates, construction contract documents, construction inspections, and support of construction contract administration. This is a partnership with the School District and the sites were chosen by the team (OHSD and City) when the grant application was submitted. Councilmember Almberg noted a typo on page two of the agreement where the word "County" was used in several places. This will be corrected prior to signature.

MOTION: **Councilmember Almberg moved to approve the Interlocal Agreement with the Oak Harbor School District for the Safe Routes to School Project and authorize the Mayor to sign the agreement. The motion was seconded by Councilmember Campbell and carried unanimously.**

Consent Agenda Item D – Annual Interlocal Agreements – North Whidbey Park and Recreation for Lifeguard, Boating, and Recreational Services.

Councilmember Dudley noted that, two years ago, these agreements came before the Public Works Standing Committee and Parks Board. This agenda bill has the agreements slated for review after this Council meeting. Public Works Director Cathy Rosen responded that the agenda bill process begins well before Council meetings and this agenda bill is

ahead of schedule. It had been discussed at the Public Works Standing Committee in the past but was not a part of past committee packets. Ms. Rosen had distributed agreement amendments to the Council before this evening's meeting began.

MOTION: **Councilmember Severns moved to approve the Interlocal Agreements as amended, with the North Whidbey Park and Recreation District for Water Recreational Protection Services, Boat Rental Services, and Recreational Services, and authorize the Mayor to sign the agreements. The motion was seconded by Councilmember Palmer and carried unanimously.**

Break
Mayor Slowik called for a short break at 6:50 p.m. and the meeting reconvened at 6:55 p.m.

Resolution – Waste Water Treatment Plant Facility Site Selection
City Engineer Eric Johnston presented this agenda bill which proposed adoption of a resolution related to five candidate sites for a new waste water treatment facility. On March 9, 2011, a City Council workshop was held to present and discuss the status of the waste water facility planning process and to present four sites. As discussed during the workshop, a resolution would be presented for consideration and adoption by the Council. Following the workshop, additional information became available allowing for further consideration of a fifth site. The resolution authorizing and directing the project team to proceed with the five candidate sites was attached to this agenda bill. Mr. Johnston gave a history of the site selection, talked about the differences between an MBR and AS plant, and environmental impacts.

Public Comments
Duane Dillard, 2150 SW Dillard Lane. Mr. Dillard had a question about the Windjammer Park site, what would happen to the Little League fields, and the site's extension toward the condominiums.
Mel Vance, P.O. Box 2882. Mr. Vance supported the addition of Crescent Harbor to the proposed sites but felt that site two should have been rejected; the remaining three sites are good choices. Mr. Vance talked about the Beachview Farm site and the possibility of irrigation uses from outflow, the pumping system going by Ft. Nugent Park and into Windjammer Park's facility, and the use of that water for park irrigation rather than using the City's drinking water with the same suggestion for the Old City Shops site. Mr. Vance felt that water quality should be much higher on the priority list; we are on an island and will ultimately face strict restrictions to protect salmon and future treatment of stormwater. Mr. Vance felt that two treatment facilities should be built and the Old City Shops site should be high on the list.

There were no other public comments.

Council Discussion
Council asked Mr. Johnston to address Mr. Dillard's questions. Mr. Johnston responded that the question about the ball fields is difficult to answer at this point. They could be used or there could be other options for their location. The City would construct new fields if they

were displaced to a new location. Another option might be o move the WWTP further to the west or north, but a northerly move would require private property. Still a question at this point along with the needs of the other sites. The community received a mailing about the sites, the sites' impacts, and there will be a Public Forum on April 12, 2011, 6:30 p.m., at Hayes Hall, Skagit Valley College. Council discussion continued about the Crescent Harbor site and the Navy's input and further consideration of this site. In response to holding a forum on the evening of Council's next meeting (April 19, 2011), it was noted that City Council has had several workshops on the WWTP. The April 12th Public Forum will not identify additional sites. It is being held to garner community input on the existing sites. Mr. Johnston noted that as the scope moves forward, taking longer to narrow the sites would potentially affect costs.

MOTION: **Councilmember Dudley moved to table this item to the April 19, 2011 Council meeting.**
The motion died for lack of a second.

Mayor Slowik noted that a 700-piece mailing about the Public Forum had gone to neighbors of the sites. Re-mailing and re-scheduling the forum would require additional time for their notification. Council discussion continued about the pros and cons of the sites, concern about the federal government's involvement with the Crescent Harbor site and the time needed to secure that site if chosen, the systematic approach already in place to help narrow the sites' choice, and the scope of analysis and cost estimate for each of the sites. Mr. Johnston noted page 65 in the agenda packet, with attention to slide three on that PowerPoint page and the footnote: Expected accuracy is -50% to +30%. Planning numbers become more refined as the sites are narrowed. Pages 72 and 73 of the agenda packet showed the site rankings; three of the criteria were financially-based. Discussion continued about the differences between MBR and AS plants and respective costs, impact of adding a fifth site on Carollo's budget (additional expenditure would come out of the management reserve), and consideration of the highest water quality level while recognizing the limitations of the ratepayers. Council asked about the Boyer property; it did not rank well due to cost and other criteria issues.

MOTION: **Councilmember Munns moved to adopt Resolution No. 11-07 directing the evaluation of five potential sites for a future waste water treatment facility. The motion was seconded by Councilmember Palmer.**

Council discussion continued regarding effluent discharging into Oak Harbor Bay and the costs associated with discharge into Crescent Harbor, the costs that would be associated with Beachview Farms effluent discharging into Puget Sound, and the need to understand associated permitting and costs.

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

Break
Mayor Slowik called for a break at 7:30 p.m. and the meeting reconvened at 7:35 p.m.

L.I.D. Petition – Driftwood Beach Addition, Dillard Neighborhood
City Administrator Paul Schmidt presented this agenda bill (meant as a non-action item for this evening's meeting) to provide information regarding the recent submittal of a Local Improvement District petition by certain property owners within the Driftwood Beach Addition. At the March 1, 2011 City Council meeting, citizen members representing certain property owners of the Driftwood Beach Addition (SW Beeksma Drive and Dillard Lane) submitted a petition requesting the formation of a Local Improvement District (LID) for sanitary sewer (gravity flow) improvements. Oak Harbor Municipal Code Chapter 3.10 regulates the administration of LID petitions and formations, of which Section 3.10.030 requires the City Engineer to be the designated officer responsible for LID processes. Therefore, City staff has already begun the very initial process and administration of the LID per all State statutes. A concise guide for following the numerous steps required for the LID process is published by Foster Pepper & Shefelman, PLLC and was attached to this agenda bill. A threshold issue has been identified that will require Council action before staff proceeds further with processing the LID petition. Since City sewer is already available in the Driftwood Beach Addition (SW Beeksma Drive and Dillard Lane), a change in the type of public sewer system that will be available to service the Driftwood Beach Addition will require the Council to eliminate the existing public sewer option. That is, there is presently a low-pressure system available; the petition seeks development of a gravity system. With two options available, the City is unlikely to withstand a "special benefits" challenge to the assessments needed for the LID for the new gravity system. Therefore, the LID probably could not be funded unless the Council eliminates the option of connecting to the low-pressure system. Because of the complexity of the issue of differing types of sewer systems within City limits, staff is gathering information and will bring the City Council a schedule for consideration, with the potential for extending the date for connection to public sewer in the Driftwood Beach Addition while the Carollo work on the improvements to the City's sewer system is on-going. Mr. Schmidt also noted that, in talking with Stephen DiJulio of Foster Pepper, he highly recommended that there are fewer legal pitfalls by using a resolution method rather than a petition method. Council could accept the petition and proceed to a resolution. Mr. Schmidt continued that now would be the perfect time to look at the entire community and what is or is not being provided by sewer in the City and Urban Growth Area, and future sewer extensions: where, when, and how to fund the extension of sewer and how to require connection to sewer. Mr. Schmidt displayed PowerPoint maps that broke the City and surrounding regions into areas which designate areas not currently served by sewer along with demarcation of trunk lines. Mr. Schmidt also talked about OHMC Chapter 14.30 - Sewer Connection.

Mayor Slowik called for public comments.
Duane Dillard, 2150 SW Dillard Lane. Mr. Dillard talked about the Driftwood Addition petition for a gravity sewer LID, stating that, as citizens of Oak Harbor, we are asking for an honest and impartial process in consideration of the petition. Mr. Dillard's complete statement is attached to these minutes as Exhibit A.

Robyn Kolaitis, 2141 SW Dillard Lane. Number one, we know we need a lift station to have a gravity system. There was originally a gravity plan for the Dillard Neighborhood that did not include a lift station. With two construction estimates - $622,000, that wasn't feasible. How to pay for it; that is why we are here today. Changing the code, as far as sewer connections in the Dillard Neighborhood, if Council wishes to codify that system as an emergency system until gravity systems can be put in, I cannot think that any of us would object to that. Alternative forms of wastewater connection can be temporary. Mr. Goetz sent a note about people signing a waiver to protest an LID. Only three to four residences are connected to sewer and I don't think that changed the appraisal value. So there are maybe three to four residents who might protest an LID out of 196 units and it seems silly that three or four could derail this. Now is the time to do it. Construction costs are low right now. Citizens met with a consultant and connection would only cost $3,000 and would eliminate the operation and maintenance costs of a grinder pump system. We don't want to see the nastiness of three to four years ago. We are asking to participate in the process, to pay for our connections, and for everyone to pay their fair share. With a cost benefit analysis, I would hate to see the LID process squashed because three or four people might object. If you can slap a 2" pipe in the ground and call it a sewer system, we don't have a problem with making the 2" pipe in the ground a temporary connection. I do have a problem with taking something that is public and making it not public.

Kenneth Manni, SW Dillard Lane. I have been a resident since 1979. My son has returned to Oak Harbor and we have contributed to the City over a number of years. No action is required: I am in favor of allowing this process to go forward in the light of day. Tonight's agenda bill doesn't represent the animosity that went on in the past. The ball is now in this Council's court. My review is, this is not the kind of controversy that anyone wants to see resolved in a court of law which becomes grossly and disproportionately expensive and creates ill will. We need to come together and reach an agreement. I feel that what has been imposed on us in the Dillard Neighborhood has been done in dark of night; this would be your last choice and an environmental nightmare. The Dillard Neighborhood has said: let us do this and go forward with an LID and we will pay for it. We want to be responsible citizens. Look at this with an open mind for the benefit of all residents and for those of us who live there and are willing to pay for it.

Mel Vance, P.O. 2882. I closely followed this issue under the previous administration. The feeling I have heard is that they had no voice in what happened before, and now want their voice in what happens in their community. Give them the opportunity for input into this process. They did not get it before, give it to them now.

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

Council Discussion

Discussion followed about the format of the Dillard petition and if it was correct or just a request to the City. Mr. Schmidt noted that the submitted petition would be converted to the resolution method since the petition method would be more intricate. The submitted petition would be considered the initiative to bring a resolution forward without as many legal steps. Discussion continued about whether this would benefit the Dillard Neighborhood if costs for a lift station for a gravity method could run $30,000 to $36,000. Sections of Scenic Heights have grinder pumps. Mr. Schmidt revisited the prescribed numerously-stepped process for

an LID as outlined by Foster Pepper and attached to the agenda bill. The onus is on the City to defend assessments with relation to the value of improvements. Mr. DiJulio is suggesting that the existing system be removed and there is no benefit from a gravity system since sanitary sewer is already in place.

Acting City Attorney Bill Hawkins also discussed the Foster Pepper attachment noting that the petition for an LID procedure would have to be certified first and is the second bullet point of many bullet points in that attachment. LID procedures are complicated from both a legal and engineering standpoint and what is going on here is counter-intuitive. Mr. Hawkins also reiterated that this evening's presentation did not require action by the Council and the agenda bill noted that staff is continuing to gather information and move forward with the petition but casting it as a resolution. Per Mr. DiJulio, Mr. Hawkins also talked about the City's Comprehensive Plan and allowance for a low pressure system. If you approve the petition, the neighborhood would have the right, by law, to say to the City that we cannot assign the responsibility for paying the lion's share because they would not receive a benefit in terms of increased assessment. The City could put $100,000 or more into staff and legal time and have to absorb a tremendous amount of the cost. We need to lay groundwork to move forward and Mr. DiJulio suggested that the petition not be approved now, look at a comprehensive approach, look at the Comprehensive Plan, and look at sewer connection alternatives. Mr. Hawkins hoped that the Dillard Neighborhood would feel we have an impartial process; there is nothing ready for Council to act on this evening.

Council discussion continued about the four connected homes (they would be grandfathered in; a dual system would then exist), old assessments and new assessments and the agenda bill's special benefit comment – property owners can dispute the assessment and if the property has not increased in value equal to that assessment, the City would have to pay the difference. Discussion continued about allowing the LID to progress and not involve the City. Mr. Schmidt responded that the City is involved since an LID is a funding mechanism.

Since this agenda bill came forward with a motion by Councilmember Campbell on March 1, 2011 *to bring an update on where the Dillard Neighborhood is today before Council on April 5, 2011,* Mr. Campbell felt that this Council does not have a understanding of past issues, the accusations that the City did not do the right thing, and that the present Council needs to hear what happened. Mr. Campbell asked if the Dillard Neighborhood would be number one in a study and Mr. Schmidt responded that this a larger, community discussion; where, when, and how will be forthcoming.

Mayor Slowik asked Mr. Hawkins if this is a chance to start over or if we have to dredge up those old arguments. Mr. Hawkins felt that this is an opportunity to begin anew as described this evening. Going back is not part of the legal process.

Council discussion continued about moving forward with the LID petition taken in resolution form and laying the groundwork with inclusion of the financial impact on both the City and Dillard Neighborhood. The Foster Pepper attachment was discussed again, along with the comprehensive steps needed for an LID petition, the final analysis by Carollo Engineers and

the long-term timeline for that work (a number of months), and that the Carollo work would respond to sewering the community. An LID process could move forward separately, but how do you then respond to other areas of the community that have the same situation. Start with a resolution to begin the steps. Within thirty days, begin the Comprehensive Plan review, and address engineering, policy, and legal questions.

Discussion continued regarding the adoption of a resolution and if it would apply to the City as a whole. Mr. Schmidt noted that the resolution would address the Dillard Neighborhood. In response to another Council question about setting a precedent, Mr. Schmidt replied that an LID is a tried and true process but a precedent could be set by buying down a gravity system. Discussion followed about LIDs as a funding process, legally assessing properties to pay for improvements, the question of why property owners would want to impose an assessment on themselves if there is a proper and adequate low pressure system (in reference to a public comment that they would pay for it themselves) when it may not improve the value of their property, discussion about grinder pump systems being used in the City of Langley since their treatment plant is small, and areas of Oak Harbor where grinder pumps have been in place for twenty or thirty years. Discussion continued about special benefits as defined by the Revised Code of Washington, the time needed for an LID process, and that the Council/City needs to study this carefully and move forward on behalf of the Dillard Neighborhood. Discussion returned to the LID process and if the City had recommended that this neighborhood explore this process (the reason for the ordinance's five-year timeline), how the Comprehensive Plan would be modified, the need for Department of Ecology approval, SEPA analysis, one system or two for the neighborhood, and impacts to the special benefit analysis. Discussion followed regarding certification of the petition in addition to bringing forward a resolution, and discussion returned to reviewing the Dillard Neighborhood history in a Council workshop or regular meeting.

City Council Motions

Councilmember Dudley's first wording: Councilmember Dudley made a motion to progress and have the petition look to be certified. The Mayor interjected asking for comments and specifically a comment from Mr. Hawkins. Mr. Hawkins talked about the Comprehensive Plan and that nothing legally would be gained with this direction.

Councilmember Dudley's second wording:

MOTION: **Councilmember Dudley moved that the City Council ask staff to pursue the certification of the petition as presented.**

Discussion continued about the DiJulio recommendation and Mayor Slowik asked Mr. Dudley to restate his motion. Councilmember Dudley cautioned the Council regarding the Mayor's request for a change to the motion prior to a second and discussion. Mr. Dudley's motion remained the same.

This motion died for lack of a second.

MOTION: **Councilmember Dudley moved to have the resolution brought forward, in this case, to explore the cost benefit analysis for an LID and a timeframe. It looks like Councilmember Palmer was about to make a motion in reference to the timeframe.**

Mayor Slowik then asked Mr. Dudley to make a motion that is clear and can be understood and not to editorialize it.

Councilmember Dudley restated his motion.

RESTATED MOTION: **I am wishing to move to have the resolution brought forward to explore the cost benefit analysis of an LID and to have it brought forward on May 3, 2011. The motion was seconded by Councilmember Palmer.**

AMENDMENT TO THE RESTATED MOTION: **Councilmember Almberg moved to cap the money spent by staff to a not-to-exceed amount of $25,000. The amendment to the motion was seconded by Councilmember Palmer.**

VOTE ON THE AMENDMENT TO THE RESTATED MOTION: **Councilmembers Almberg, Campbell, Paggao, Palmer, and Severns voted in favor of the amendment. Councilmembers Dudley and Munns opposed. The amendment to the motion carried.**

VOTE ON THE RESTATED MOTION: **Councilmembers Almberg, Dudley, Paggao, Palmer, Munns, and Severns voted in favor of the original motion. Councilmember Campbell opposed. The restated motion carried.**

Final Council comments included a suggestion to have something in writing that would not burden the Dillard Neighborhood with the original timeline (Council would have the latitude to adjust that timeline). Discussion continued regarding an advantage to bringing fresh eyes and ears to this issue with the present Council and that no purpose is served by rehashing the past; move forward at this point. Council complimented the decorum between the audience and Council this evening: keep good communication going between the parties and avoid having this subject become a political issue in a campaign year. Mayor Slowik thanked the Dillard Neighborhood members for attending this evening's meeting.

City Administrator's Comments

City Administrator Paul Schmidt talked about upcoming meeting dates, the Public Works Trust Fund, and this weekend's Whidbey Island Marathon. Mr. Schmidt also spoke about the parking set aside for the Dillard Neighborhood if they wish to have a vehicle out before the Marathon, and that this neighborhood can still motor in and out during the Marathon but there may be delays.

Council Members' Comments
Council Members gave their respective standing committee and board reports, and continued discussion about the Washington, D.C. trip. Councilmember Paggao talked about a 3/31/11 automobile accident that occurred on Dyer Street at 8:00 p.m. The vehicle went through a fence between two houses behind the middle school. The property owners (the Sapida's) complained about speeders on the street behind the middle school and are requesting that a traffic study be done on that street. Councilmember Palmer talked about Marathon access for the Dillard Neighborhood, Councilmember Munns urged Council and the community to visit the AWC website for updates – the operating budget should be released this week. Ms. Munns also encouraged the community to complete the Pioneer Way arts project survey, talked about volunteers at SeaTac during the Japan crisis, and thanked the Navy for their help. Councilmember Almberg noted that he will be filing for re-election – this Council has been a good, working team. Councilmember Dudley had attended a WAIF Board meeting and shared these 2010 statistics for both the City and County facilities: WAIF helped 270 dogs and 446 cats find new homes and returned 350 animals to their owners.

Mayor's Comments
Mayor Slowik talked about the Marathon quilt hanging in Council Chambers which was created by Connie Steadman from past Marathon tee shirts. Sherrye Wyatt, the Whidbey – Camano Island Tourism Board's Marketing and Public Relations Director, gave a presentation at the Council of Governments meeting and noted that three million visitors come to the Island annually and the Marathon weekend is the year's biggest visitor weekend.

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

_____
Connie T. Wheeler
City Clerk

APRIL 5, 2011

WHEN I APPROACHED THE COUNCIL WITH THE DRIFTWOOD ADDITION PETITION FOR A GRAVITY SEWER L.I.D., I STATED THAT, "AS CITIZENS OF OAK HARBOR WE ARE ASKING FOR AN HONEST AND IMPARTIAL PROCESS IN CONSIDERATION OF OUR PETITION".

TONIGHT'S RECOMMENDED ACTION IS "NO ACTION REQUIRED". IN FACT THE SUMMARY STATEMENT INCLUDES THE POTENTIAL FOR EXTENDING THE DATE FOR CONNECTION TO PUBLIC SEWER.

I FIND IT IRONIC THAT THIS PORTION OF THE AGENDA COMES FROM THE DESK OF CITY ADMINISTRATOR, MR. SCHMIDT.

I HAVE A LETTER FROM THE DESK OF MR. SCHMIDT WHICH WAS SENT TO A COUNCIL PERSON FROM THE LAST COUNCIL. THE DATE WAS APPROXIMATELY ONE WEEK BEFORE THE FIVE YEAR ORDINANCE WAS PLACED ON US.

HE URGES THAT THE ORDINANCE BE ONLY FIVE YEARS.

HE SPEAKS TO AN EFFORT WITH THE ENTIRE COMMUNITY ON BOARD AND IN SUPPORT OF TRULY BEING A PARTICIPANT PROTECTING PUGET SOUND. TO ALLOW A SELECT FEW TO AVOID PARTICIPATING IN THE EFFORT FLIES IN THE FACE OF THE PUGET SOUND PARTNERSHIP PREMISE.

THE FACTS SHOW THAT THE CITY STAFF DIDN'T WANT 80% OF THE NEIGHBORHOOD TO BE PART OF ANY PLAN SINCE THEY CHOSE NOT TO NOTIFY US. I HAVE ANOTHER EMAIL FROM MR. JOHNSTON TO MS ROSEN DATED THREE MONTHS BEFORE THE ISSUE CAME IN FRONT OF COUNCIL. THEY WERE WILLING TO APPEASE 20%. THOSE WHO HAD KNOWLEDGE OF THE PLANS.

THAT EMAIL WAS PLACED INTO THE FILE ONE WEEK AFTER THE ORDINANCE WAS PLACED ON US AND ONE YEAR AFTER IT WAS SENT.

ONCE WE WERE MADE AWARE BY THE CONSTRUCTION CREWS TEARING UP THE ROAD, WE ASKED FOR A GRAVITY SYSTEM.

MR. SCHMIDT BELIEVED THAT EXTENDING THE THE ORDINANCE ANY LONGER WOULD REWARD THE TYPE OF BEHAVIOR THEY HAD BEEN SUBJECTED TO AND, WOULD INVITE OTHERS TO UTILIZE THE SAME TACTICS.

HE WENT ON ADDING THAT EVEN GRANTING A TEN YEAR GRACE PERIOD WOULD NOT SATISFY THE VOCAL FEW. HE HOPED POLICY DECISION WOULD BE GROUNDED ON MERIT AND NOT APPEASEMENT.

THIS ISSUE COULD HAVE BEEN AVOIDED ALTOGETHER AND MERIT WAS A BIG ISSUE.

DOES THE CITY ADMINISTRATOR THINK THAT LITTLE OF ALL CITIZENS WHO STAND UP FOR THEIR RIGHTS AND PAY HIS SALARY?

CAN HE, OR THE STAFF, BE IMPARTIAL?

HE IS CORRECT THAT WE CONTINUE TO BE VOCAL BUT NOW IT IS FOR 82% OF THE PROPERTY OWNERS.

NOW HE, AND/OR THEY, WANT AN EXTENSION! WE DON'T!

WITH CONSTRUCTION COSTS DOWN, THE TIME IS RIGHT FOR GRAVITY.

Mr. Dillard's Exhibit A

Paul Schmidt

From: Paul Schmidt
Sent: Thursday, December 06, 2007 11:27 AM
To: 'Sue Karahalios'
Subject: 10 Years After

Hi Sue – thought I would provide to you some food for thought regarding the 10 year grace period option for grinder pump connection as opposed to the five (5) year proposal. In drafting the five (5) year agenda bill the thought was:

1. Five (5) years would be a probable time point in which we are launching ground breaking for the new wastewater treatment facility. This coincides and would represent a community effort with the "entire" community on board and in support of truly being a participant in protecting Puget Sound. To allow a select few to avoid participating in the community's effort to control water pollution flies in the face of the Puget Sound Partnership premise. We who live on Puget Sound must all be a part of the solution to save Puget Sound.
2. Five (5) years is enough time to carefully design a connection incentive program with the appropriate standards and still allow ample time for prospective property owners to gear up for the conversion.
3. Five (5) years is close enough to be serious but not an immediate pending threat.
4. Five (5) years also fits nicely with funding agencies in that we have a near horizon implementation date (government timelines) but time to work funding cycles to the advantage of tailored programs.

In my opinion the 10 year horizon for mandatory connection unravels all of the above. Furthermore, I believe it also rewards the type of behavior we have been subjected to the last nine (9) months and will invite others to utilize the same tactics. This entire issue can be investigated in one hour or 500 hours and you will arrive at the same finding, that the "Latecomer Reimbursement Process" should be amended to include upfront notification and the City will not guarantee any level of reimbursement. Lastly, it appears that even granting a 10 year grace period will not satisfy the vocal few and they will continue to call for further demands. I would hope that after all this we can still point to a public policy decision that is grounded on merit rather than appeasement.

Let me know your thoughts. Thanks.

Paul D. Schmidt
City Administrator
Oak Harbor, WA 98277
360-279-4501

Mr. Dillard's Exhibit A

Cathy Rosen

From: Steve Powers
Sent: Wednesday, December 20, 2006 3:08 PM
To: Eric Johnston; Cathy Rosen
Subject: RE: Dillards Addition

Eric & Cathy:
I think the first step is to meet with Paul and get him familiar with the situation before we all sit with the Mayor.
Steve

From: Eric Johnston
Sent: Monday, December 04, 2006 8:53 AM
To: Steve Powers; Cathy Rosen
Subject: Dillards Addition

Morning,

Last week we received an application and plan submittal for a public sewer system in the Dillard's Addition subdivision. Mr. Rob Anderson is proposing to install a publicly owned system that would consist of a common public force main with privately owned grinder pumps serving each property. The system would result in one connection per property with each home using a simplex pump station. Mr. Anderson will be applying for a latecomer's agreement.

At our meeting we discussed the requirements for a latecomers and the need for council approval prior to the start of construction. Mr. Anderson is interested in moving forward as soon as possible. We discussed a late January or early February as the earliest possible window for council consideration of the preliminary latecomers agreement.

llard's addition properties are required to connect to a public sewer system when available under the terms of the annexation agreement. The annexation agreement required connection to a public system by 2002 but was never enforced by the City. I am assuming the city will be notifying the residents that connection will be required. OHMC 14.03.030 defines the process for requiring connections, including a public hearing by the City Engineer, notices, posting and time of connection (not to exceed 6 months). To my knowledge the City has not required connection to City sewer in this fashion in a long time and there will likely be some questions from property owners.

It seems to me that it would be prudent to discuss this with the Mayor and/or Council prior to starting the process. The discussion could take place the same time as the Council consideration of the preliminary latecomer's agreement in late January?

Do you have any thoughts on this issue?

Eric Johnston, PE
City Engineer
City of Oak Harbor
ph: 360-279-4522
fx: 360-279-4519

Cathy Rosen

Mr. Dillard's Exhibit A

From: Cathy Rosen
Sent: Wednesday, November 29, 2006 10:42 AM
To: Eric Johnston
Subject: proposed sewer- Dillards Addition
Tracking: **Recipient** **Read**
Eric Johnston Read: 11/29/2006 2:04 PM

Hello-

Steve B. said you two talked and that you are thinking of giving property owners two years to connect to the sewer system. I just want to be sure that Legal is on board with this and will be supportive when we go to enforce it. We all know that we've had an ordinance on the books that required hook-up by Sept. 2002. Allowing another two years to hook-up will give these property owners a total of 16 years notice and 6 years beyond the original deadline. We might also want to start charging the "ready to serve" fee once the sewer goes in but they are not yet connected.

CR

City of Oak Harbor

OFFICE OF THE MAYOR
JIM SLOWIK
MAYOR

PROCLAMATION IN RECOGNITION OF

BIKE TO WORK MONTH

MAY 2011

WHEREAS, For more than a century, the bicycle has been a part of the lives of most Americans; and

WHEREAS, millions of Americans engage in bicycling as an environmentally sound form of transportation, an excellent form of fitness, and provides quality family recreation; and

WHEREAS, the education of cyclists and motorists as to the proper and safe operation of bicycles is important to the safety and comfort of all users; and

WHEREAS, the League of American Bicyclists and independent bicyclists throughout the state are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities; and

WHEREAS, Oak Harbor has been named "Bicycle Friendly Community" by the League of American Bicyclists and the Greater Oak Harbor Chamber of Commerce has declared 2011 as the Year of the Bike.

NOW, THEREFORE, WE, Jim Slowik, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **May 2011** as **Bike to Work Month**.

Signed this 19th day of April, 2011

Jim Slowik, Mayor

City of Oak Harbor
City Council Agenda Bill

Bill No. 2
Date: April 19, 2011
Subject: John Hornsby Retirement

FROM: **Mark Soptich, Fire Chief**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE
Congratulate John Hornsby for 32 1/2 years of service to the City of Oak Harbor and its citizens.

AUTHORITY

SUMMARY STATEMENT
John Hornsby joined the Oak Harbor Fire Department on June 26, 1978. After 32 1/2 years, John retired on February 15th.

Throughout his career, John served in many positions ranging from firefighter to Incident Safety Officer. He earned several certifications including Emergency Medical Technician (EMT), EMT Instructor, Fire Instructor I, Fire Inspector I, and Fire Officer I and II. Over the last few years, he specialized in pre-fire plans for the department. Thoroughly professional, John always projected a positive image.

STANDING COMMITTEE REVIEW

RECOMMENDED ACTIONS
Congratulate John for his years of service.

ATTACHMENTS

MAYOR'S COMMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. 3
Date: April 19, 2011
Subject: Employee Recognition – Kyle Biddle

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

To recognize City employees for 10 years of service or more.

AUTHORITY

It is the practice of the City to recognize dedicated employees who have completed 10 years or more of service.

SUMMARY STATEMENT

The Mayor and City Council will recognize the following employee for his 10 years of service with the City:

- Kyle Biddle of the Public Works Department

STANDING COMMITTEE REPORT

None

RECOMMENDED ACTION

Congratulate Mr. Biddle for his 10 years of service.

ATTACHMENTS

None

MAYOR'S COMMENTS

None

City of Oak Harbor
City Council Agenda Bill

Bill No. 4

Date: APRIL 19, 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 5A
Date: April 19, 2011
Subject: Re-Appointment – Planning Commission – Greg Wasinger

FROM: Jim Slowik, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to recommend the re-appointment of Greg Wasinger to the Planning Commission.

AUTHORITY

The Planning Commission is a seven-member commission appointed for a three-year term in accordance with OHMC 18.04.020. Commissioners are appointed by the Mayor, and confirmed by the Council.

SUMMARY STATEMENT

Mr. Wasinger has served on the Planning Commission since 2007 and has confirmed that he will serve another term if re-appointed. If re-appointed, his term will expire in April 2014. Mr. Wasinger is an active, valued member of the Board and attends meetings regularly.

Mayor Slowik recommends that Mr. Wasinger be re-appointed to the Planning Commission.

RECOMMENDED ACTION

Approve the recommendation to re-appoint Mr. Wasinger to the Planning Commission.

ATTACHMENTS

MAYOR'S COMMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. CA 5B
Date: April 19, 2011
Subject: Appointment – Community Police Advisory Board - Barner

FROM: Jim Slowik, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to recommend the appointment of Mr. Gene Kelly Barner to the Community Police Advisory Board.

AUTHORITY

The Community Police Advisory Board is a nine-member board, with at least two members who are owners or managers of businesses located within the City. In accordance with OHMC 2.50.030, members will serve a four-year term. Board members are appointed by the Mayor, and confirmed by the City Council.

SUMMARY STATEMENT

One of the City business owner/manager positions became available due to the resignation of Sharleen Stroyan. Mr. Barner currently owns a business within the City limits. If appointed, his term would expire April 2015. Mayor Slowik recommends that Mr. Gene Kelly Barner be appointed to the Community Police Advisory Board.

RECOMMENDED ACTION

Approve the recommendation to appoint Mr. Barner to the Community Police Advisory Board.

ATTACHMENTS

Mr. Barner's biography and his completed survey.

MAYOR'S COMMENTS

Biography Form

Recommended Board Appointment for: Police Community Advisory Board (CAB)

Name: GENE KELLY BARNER Date: 3/17/2011

Address: 915 SW EAGLE VISTA AVE.

City, State, Zip: OAK HARBOR, WA 98277

Mailing Address (if different):

Phone: Home 360-682-5177 Work 360-675-8239 Cell 623-337-6451

Email: GENE.BARNER@EDWARDJONES.COM

Resident of Oak Harbor/Whidbey Island for: 9 years 7 months years/months [JUL 98 – NOV 06, OCT 09 – PRESENT]

Occupation and Place of Employment (if retired, reference previous occupation):
FINANCIAL ADVISOR, EDWARD JONES INVESTMENTS
144 NE ERNST STREET, SUITE C.

Local Group or Civic affiliations: O.H. CHAMBER OF COMMERCE, OAK HARBOR YATCH CLUB, NATIONAL ASSOCIATION OF BLACK ACCOUNTANTS (NABA)

Special Interests: NONE

Other General Comments: SEE ATTACHED SURVEY

When completed, please return to:

Martha Folsom, Oak Harbor Police Department, 860 SE Barrington Drive, Oak Harbor, WA 98277

Oak Harbor Police
Community Advisory Board SURVEY

Name: GENE KELLY BARNER (Optional)

Address: 915 SW EAGLE VISTA AVE. (Optional)

Email: GENE.BARNER@EDWARDJONES.COM (Optional)

1) Are you aware of the Police Department's Community Advisory Board as a liaison between the Police Department and the community, and do you support it?

☑ Aware / Support It ☐ Aware / Don't Support It ☐ Not Aware

2) Are you aware of the Police Department's commitment to the High School Resource Officer (HSRO), and do you support it?

☑ Aware / Support It ☐ Aware / Don't Support It ☐ Not Aware

3) What do you feel is the most important crime issue in Oak Harbor?

☐ Traffic

☐ Juvenile Crime / Issues

☐ DWI

☐ Burglary

☐ Theft

☑ Other DRUGS (METH.) & VANDALS

4) How well informed do you feel about the Police Department's projects, programs, activities and services?

☐ Well Informed ☑ Somewhat Informed ☐ Uninformed ☐ Uncertain

5) In general, how do you feel about the quality of services provided by the Oak Harbor Police Department?

☑ Excellent ☐ Very Good ☐ Adequate ☐ Poor ☐ Very Poor

6) If you could suggest one thing to help the Police Department provide better overall service to you, what would it be?

CONTINUE INCREASING YOUR COMMUNITY PRESENCE. CALL ON LOCAL BUSINESSES TO DISPLAY AND PROMOTE YOUR ACTIVITIES.

(over)

IF You LIVE in the City Limits of Oak Harbor:

1) How safe do you feel in your neighborhood?

☑ Very Safe ☐ Safe ☐ Somewhat Safe ☐ Not Very Safe ☐ Not Safe at All

2) How safe do you feel in the City of Oak Harbor?

☑ Very Safe ☐ Safe ☐ Somewhat Safe ☐ Not Very Safe ☐ Not Safe at All

If You OWN OR MANAGE A BUSINESS in the City Limits of Oak Harbor:

1) Do you feel the police presence around your business serves as a deterrent for crime?

☑ Strongly Agree ☐ Agree ☐ Neutral ☐ Disagree ☐ Strongly Disagree

2) Has crime in Oak Harbor affected your business? ☐ Yes ☑ No

If yes, how?

3) What do you see as the most significant business-related crime issue?

☑ Vandalism

☐ Loitering

☐ Burglary

☐ Shoplifting

☐ Bad Checks/Fraud

☐ Other

4) How do you feel about the quality of the police response/service/concern to your business?

☑ Excellent ☐ Very Good ☐ Adequate ☐ Poor ☐ Very Poor

Additional Comments?

THANK YOU for taking time to complete this survey! Return completed survey to:

Oak Harbor Police Department
COMMUNITY ADVISORY BOARD
c/o 860 SE Barrington Drive
Oak Harbor WA 98277

This survey can also be accessed on-line at the City's website - www.oakharbor.org
(Navigate to the Police Department / Community Advisory Board pages)

City of Oak Harbor
City Council Agenda Bill

Bill No. CA 5c
Date: April 19, 2011
Subject: Re-Appointments – Park Board

FROM: Jim Slowik, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to recommend the re-appointment of the following to the Park Board:

- Helen Chatfield Weeks
- Dee Harbour
- KC Pohtilla
- Mike Wright

AUTHORITY

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

SUMMARY STATEMENT

Ms. Chatfield Weeks was first appointed to the Park Board in January 1996. Ms. Chatfield Weeks' term expired December 2010. Ms. Chatfield Weeks has indicated that she will serve another term. If re-appointed, Ms. Chatfield Weeks' term would expire December 2013.

Ms. Harbour was first appointed to the Park Board in April 1996. Ms. Harbour's term expired August 2010. Ms. Harbour has indicated that she will serve another term. If re-appointed, Ms. Harbour's term would expire August 2013.

Ms. Pohtilla was first appointed to the Park Board in March 2007. Ms. Pohtilla's term expired March 2010. Ms. Pohtilla has indicated that she will serve another term. If re-appointed, Ms. Pohtilla's term would expire March 2013.

Mr. Wright was first appointed to the Park Board in December 2000. Mr. Wright's term expired December 2009. Mr. Wright has indicated that he will serve another term. If re-appointed, Mr. Wright's term would expire December 2012.

Due to a clerical oversight, the terms of these commissioners expired prior to re-appointment. However, this has had no effect upon any Park Board action.

Mayor Slowik recommends that Ms. Chatfield Weeks, Ms. Harbour, Ms. Pohtilla, and Mr. Wright, be re-appointed to the Park Board.

RECOMMENDED ACTION

Approve the recommendation to re-appoint Ms. Chatfield Weeks to the Park Board with her term to expire December 2013.

Approve the recommendation to re-appoint Ms. Harbour to the Park Board with her term to expire August 2013.

Approve the recommendation to re-appoint Ms. Pohtilla to the Park Board with her term to expire March 2013.

Approve the recommendation to re-appoint Mr. Wright to the Park Board with his term to expire December 2012.

ATTACHMENTS

MAYOR'S COMMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. NA 5D
Date: April 19, 2011
Subject: Authorization to Bid Senior Center HVAC Improvements

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
This agenda bill seeks authorization to advertise to bid for the replacement of five roof-mounted heating and air-conditioning units for the Senior Center.

AUTHORITY
OHMC 2.320.040 Competitive bidding – Materials, supplies and equipment requires that the City staff solicit competitive bids for any purchase of material, supplies and equipment where the cost thereof exceeds $30,000 except under certain specific circumstances.

SUMMARY STATEMENT
Pending Council authorization City staff is ready to proceed with the replacement of the five units. The purpose and intent of the Senior Center HVAC Improvements is to remove and replace the existing units. This replacement is necessary to save the City money by decreasing repair and maintenance costs, increasing energy efficiency, and by avoiding expensive emergency replacements when the units fail.

All work will be performed in accordance with the contract plans, contract provisions and standard specifications. Funding is available through the Equipment Rental Replacement Fund and the Senior Center Fund.

STANDING COMMITTEE REPORT
The Public Works Standing Committee reviewed this item at their meeting on June 30, 2010. However, funds had not yet been budgeted for the project and it was scheduled to proceed in FY2011.

RECOMMENDED ACTION
A motion authorizing staff to proceed with advertisement to bid for the replacement of five roof- mounted heating and air-conditioning units for the Senior Center.

ATTACHMENTS
Contract Documents

MAYOR'S COMMENTS

CITY OF OAK HARBOR

ISLAND COUNTY WASHINGTON

PROJECT MANUAL

FOR:

OAK HARBOR SENIOR CENTER HVAC IMPROVEMENTS

CONTRACT NO. 11-000379

ADVERTISEMENT:
BID DATE:

P:\Facility\Senior Center\Oak Harbor Project Manual -HAVAC.doc

TABLE OF CONTENTS

CITY OF OAK HARBOR
SENIOR CENTER HVAC IMPROVEMENTS

NOTICE TO CONTRACTORS

PART 1. BID PACKAGE

BIDDERS CHECKLIST BC-1
PROPOSAL ..... P-1 TO P-5
NON-COLLUSION AFFIDAVIT NC-1

PART 2. AGREEMENT AND BONDS

AGREEMENT ..... A-1 – A-4
PERFORMANCE BOND ..... PB-1 – PB-2
LABOR & MATERIAL PAYMENT BOND ..... LB-1 – LB-2
AFFIDAVIT OF INDUSTRIAL INSURANCE COMPLIANCE AII-1
INSURANCE COVERAGE QUESTIONAIRE IQ-1
LETTER OF EMPLOYMENT OF SUBCONTRACTOR LE-1
INDEMNIFICATION ADDENDUM IA-1

PART 3. AMENDMENTS ..... AM-1 – AM-16

GENERAL SPECIAL PROVISIONS ..... GSP-1 – GSP-27

PART 4. SPECIAL PROVISIONS

SELECTIVE DEMOLITION AND SITE PREPARATION 4.1-4.9

PRODUCT REQUIREMENT-ALTERNATIVES 4.1-4.7

PART 5. PREVAILING WAGES

PART 6. PROPERTY RELEASE FORM PRF-1

PART 7. EQUIPMENT LIST

PART 8. DRAWINGS

NOTICE INVITING SEALED PROPOSALS (BIDS)

CITY OF OAK HARBOR

SENIOR CENTER HVAC IMPROVEMENTS

Sealed proposals will be received by the undersigned at the City of Oak Harbor, 865 SE Barrington Drive, Oak Harbor, Washington 98277 up to 2:00 p.m. local time on _____, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the Oak Harbor Senior Center HVAC Improvements. 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 Oak Harbor Senior Center HVAC Improvements project at Oak Harbor, Washington. The project involves removal of old units and installation of new units. The current system is made up of five roof mounted units (two 3 ton, two 5 ton and one 7.5 ton unit). The existing five heat pump units are twenty five years old and have passed their serviceable life expectancy. The installation of the units must ensure that all materials are well built and of high quality. Contractors must be factory certified to install and maintain the equipment they propose to install. In addition, all contractors are required to have a location within 70 miles of the Oak Harbor Senior Center. All works shall be in conformance with the Contract Plans, Contract Provisions, and Standard Specifications.

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 $50,000 to $75,000.

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 Manager, Sandra Place (360) 279-4757.

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, handicap, religion or sex in consideration for an award.

(Signed) CONNIE WHEELER

City Clerk

PART 1. BID PACKAGE

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 QUESTIONAIRE**
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 lump sum price is 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. Contractors and subcontractors shall remain compliant at all times if 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 irregul arities 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.

BID AMOUNT

Mobilization.....$_____

Equipment.....$_____

Installation.....$_____

Other.....$_____

Washington State Sales Tax (8.7%):.....$_____

TOTAL CONSTRUCTION COST:.....$_____

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 Statues 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

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss
COUNTY OF ISLAND)

_____, being first duly sworn, on his/her oath stated the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to themselves an advantage over any other bidder or bidders.

_____
Contractor

Subscribed and sworn to before me this _____ day of _____, 2011.

_____
Notary Public in and for the State of Washington residing in

_____

PART 2. AGREEMENT AND BONDS

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 City of Oak Harbor proposes to make improvements to an existing HVAC system at their Senior Center Facility. The project involves removal of old units and installation of new units. The current system is made up of five roof mounted units (two 3 ton, two 5 ton and one 7.5 ton unit). The existing five heat pump units are twenty five years old and have passed their serviceable life expectancy. The installation of the units must ensure that all materials are well built and of high quality. Contractors must be factory certified to install and maintain the equipment they propose to install. In addition, all contractors are required to have a location within 70 miles of the Oak Harbor Senior Center. All works shall be in conformance with the Contract Plans, Contract Provisions, and Standard Specifications.

ARTICLE 2. CONTRACT TIME.

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

ARTICLE 3. ROAD CLOSURE

ARTICLE 4. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance with the Contract Documents. They also recognize the inconvenience, expense, and difficulties involved a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the Contract Time. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner $200.00 (US) for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

ARTICLE 5. 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.

AGREEMENT – Continued

ARTICLE 6. CONTRACT DOCUMENTS.

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

- This Agreement;
- The Call for Bids;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, and all required certificates and affidavits;
- The performance bond and the labor and material payment bond;
- The Plans (or drawings) as listed in the index on sheet 1 of the Plans:
- The Special Provisions;
- WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2008 edition;
- Amendments;
- Change Orders and written Change directives issued after the effective date of this Agreement;
- City of Oak Harbor Standard Details;
- WSDOT Standard Plans;
- Affidavit of Industrial Insurance
- Certificate of Insurance
- Insurance Coverage Questionnaire
- Letter of Employment of Subcontractor
- Indemnification Addendum
- Appendices

There are no Contract Documents other than those listed in this Article 6. The Contract Documents may be amended only in writing by Change Order or Change Directive as provided in the Contract Documents.

ARTICLE 7. MISCELLANEOUS.

The Contractor specifically waives its immunity under applicable worker's compensation statues, including, but not limited to RCW Title 51, which is specifically acknowledged by the Contractor. _____ (Contractor's initials)

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.

ARTICLE 8. 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:

OAK HARBOR SENIOR CENTER HVAC IMPROVEMENTS

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.

OAK HARBOR SENIOR CENTER HVAC IMPROVEMENTS

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.

AFFIDAVIT OF INDUSTRIAL INSURANCE COMPLIANCE

STATE OF WASHINGTON)
) SS.
COUNTY OF)

_____ Being first duly sworn, on her/his oath states that all payments of Industrial Insurance and Medical Aid have been made for all workers, either directly employed by the Contractor or employed under subcontract, who have performed work on the: **OAK HARBOR SENIOR CENTER HVAC IMPROVEMENTS** for the **CITY OF OAK HARBOR.**

_____

_____

CONTRACTOR

Subscribed and sworn to before me this _____ day of _____, 2011.

_____

Notary Public in and for
State of Washington, residing at

_____

My commission expires:

_____

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

INSURANCE COVERAGE QUESTIONNAIRE

For : _____

(Name of Insured)

Project Title: **OAK HARBOR SENIOR CENTER HVAC IMPROVEMENTS**

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 insureds 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 contact 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

_____, 2011

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

Re: Contract No. 10-000379

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 _____, 2011, designated as Contract No. 10-000379.

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, loses 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 Contractors 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 is 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

INTRODUCTION

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

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 informational purposes, the date 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.

LOCAL AGENCY GSP'S

INTRODUCTION TO THE SPECIAL PROVISIONS

(July 31, 2007 APWA GSP)

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

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

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

(May 18, 2007 APWA GSP)
(August 7, 2006 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

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

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

1-01.3 Definitions
(September 12, 2008 APWA GSP)

This Section is supplemented with the following:

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

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

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

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

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

Contract Documents
See definition for "Contract".

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

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the bids.

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

Contract Execution Date
The date the Contracting Agency officially binds the agency to the contract.

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

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

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

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

Final Acceptance Date
The date on which the Contracting Agency accepts the work as complete.

Notice of Award
The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency's acceptance of the bid.

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

Traffic
Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder
(March 25, 2009 APWA GSP)

Bidders must meet the minimum qualifications of:

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

(a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
(b) Have a current state unified business identifier number;
(c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
(d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)."
(e) Have documents showing they have completed a minimum of 5 similar projects in the within the last five years.

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

Delete this section and replace it with the following:

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

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

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.

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

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

Delete this section and replace it with the following:

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

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

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

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

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

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

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

1-02.6 Preparation of Proposal
(January 23, 2006 APWA GSP)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit price must equal or exceed the minimum amount stated.

1-02.7 Bid Deposit
(October 1, 2005 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

Revise the first paragraph to read:

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

1-02.13 Irregular Proposals
(October 1, 2005 APWA GSP)

Revise item 1 to read:

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

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

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:

1. The Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. Evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized

prequalification amount as may have been determined by a prequalification of the Bidder; or

4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
5. There is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. The Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. The Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. The Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. There are any other reasons deemed proper by the Contracting Agency.

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

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

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

1-02.15 Pre Award Information
(October 1, 2005 APWA GSP)

Revise this section to read:

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

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

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

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

Revise this section to read:

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

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

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

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

1-03.4 Contract Bond
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

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

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

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

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

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.6 Variation in Estimated Quantities

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

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

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

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

1-05.4(1) Roadway and Utility Surveys
(October 1, 2005 APWA GSP)

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

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

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

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

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing
(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The

Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

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

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

1-05.11(3) Operational Testing

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

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

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

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

Revise the seventh paragraph to read:

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

Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

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

Add the following new section:

1-05.17 Oral Agreements
(October 1, 2005 AWPA GSP)

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

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Sales Tax

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax
(October 1, 2005 APWA GSP)

1-07.2(1) General

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

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

The Contracting Agency will pay the retained percentage only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.011). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(2) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales

Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(3) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(4) Services

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(May 10, 2006 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to

approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

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

C. If any insurance policy is written on claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The insurance polices shall contain a "cross liability" provision.

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

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

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

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

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

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

1-07.18(2) Additional Insured

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

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

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

1-07.18(3) Subcontractors

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

1-07.18(4) Evidence of Insurance

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

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

1-07.18(5) Coverages and Limits

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

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

Per project aggregate
Premises/Operations Liability
Products/Completed Operations – for a period of one year following final acceptance of the work.
Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability
Stop Gap / Employers' Liability

Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

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

Stop Gap / Employers' Liability

$1,000,000	Each Accident
$1,000,000	Disease - Policy Limit
$1,000,000	Disease - Each Employee

1-07.18(5)B Automobile Liability

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

$1,000,000 combined single limit

1-07.18(5)C Workers' Compensation

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

1-07.18(5)E All Risk Builder's Risk
(May 10, 2006 APWA GSP)

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

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

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

The Contractor and the Contracting Agency waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

1-07.18(5)F Excess or Umbrella Liability
(May 10, 2006 APWA GSP)

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

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

1-07.23 Public Convenience and Safety

1-07.23(2) Construction and Maintenance of Detours
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

> Unless otherwise approved, the Contractor shall maintain two-way traffic during construction. The Contractor shall build, maintain in a safe condition, keep open to traffic, and remove when no longer needed:
>
> 1. Detours and detour bridges that will accommodate traffic diverted from the roadway, bridge, <u>sidewalk, or path</u> during construction,
> 2. Detour crossings of intersecting highway, and
> 3. Temporary approaches.

1-07.24 Rights of Way
(October 1, 2005 APWA GSP)

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

> Street right of way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.
>
> Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work.

Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public right of way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

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

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

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

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters
(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference
(May 25, 2006 APWA GSP)

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

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

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

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

Add the following new section:

1-08.0(2) Hours of Work
(May 25, 2006 APWA GSP)

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

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

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

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

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

Add the following new section:

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

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

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

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

Revise the seventh paragraph to read:

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

Revise this section to read:

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

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

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

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

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

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

1-08.7 Maintenance During Suspension
(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

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

1-09.6 Force Account
(October 1, 2005 APWA GSP)

Supplement this Section with the following:

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

1-09.9 Payments
(October 1, 2005 APWA GSP)

Delete the third paragraph and replace it with the following:

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

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

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

2. Lump Sum Items in the Bid Form — the estimated percentage complete multiplied by the Bid Forms amount for each Lump Sum Item, or per the schedule of values for that item.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

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

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

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

1-09.9(1) Retainage

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

2. A Bond in lieu of retainage.

1-09.13(3) Claims $250,000 or Less
(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total $250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration
(October 1, 2005 APWA GSP)

Revise the third paragraph to read:

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(2) Description
(May 25, 2006 APWA GSP)

Revise the third paragraph to read:

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

9-03.8(7) HMA Tolerances and Adjustments
(March 10, 2010 APWA GSP)

Delete Item 1 and replace it with the following:

1. **Job Mix Formula Tolerances.** After the JMF is determined as required in 5-04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

	Nonstatistical Evaluation	**Commercial Evaluation**
Aggregate, percent passing		
1", ¾", ½", and 3/8" sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±6%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100% passing will be 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

PART 4. SPECIAL PROVISIONS

PART 4-SELECTIVE DEMOLITION AND SITE PREPARTION

4.1 SECTION INCLUDES

A. Work includes but is not limited to the following:
   1. Demolition and removal of selected site elements.
   2. Protection of existing power and gas and repair of any damages by contractor.
   3. Modifications done for new units.
   4. Provide all equipment necessary for removal and installation of units.
   5. Installation of units.
   6. Testing and balancing of system.
   7. Remove and dispose of all equipment not to be reused.
   8. Clean up site.

B. Contractor shall inspect the site and work area prior to bidding.

C. Work shall be in accordance with the latest edition of the APWA/WSDOT Standard Specifications for Road, Bridge and Municipal Construction, Washington State Department of Transportation/APWA.

4.2 DESCRIPTION OF WORK

A. Remove all material necessary for installation of new materials and items.

B. Replace material at end of work.

C. Protect site from damage.

D. Make any and all modifications necessary for new units.

E. Provide any and all equipment for removal and installation of new units.

F. Install units per manufacturer guidelines and as specified by City of Oak Harbor.

G. Test and balance new units.

H. Remove and dispose of any and all equipment not being reused.

I. Clean up site.

J. Conduct training on new units.

K. Turn all materials, paperwork, warranty, etc. into Project Manager.

4.3 HEALTH AND SAFTEY

A. Contractor shall be responsible for the health and safety of its own personnel. Contractor shall provide properly trained and equipped personnel, an appropriate health and safety plan, and all site facilities to meet these requirements. Training and equipment shall conform to appropriate state and federal health and safety requirements. Minimum requirements of the health and safety plan will include a dust control plan that complies with regulations for controlling fugitive dust emissions with the goal of "no visible dust" leaving the site.

4.4 - PRODUCTS

A. Provide all necessary plywood, tarping, fencing, or other products necessary for protection of the work area, building interior and equipment.

B. Where repair or patching is necessary, use materials which are identical to existing materials. Where identical materials are unavailable, use materials that visually match existing adjacent surfaces to the fullest extent possible. Use materials whose installed performance equals or surpasses that of existing materials.

4.5 - EXECUTION

3.1 EXAMINATION

A. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict.

4.6- PREPARATION

A. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.

B. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, parking lots, landscaping and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

D. Conduct demolition operations to minimize impact on operations of the facility. The Fuel Island will maintain operations throughout the construction process. Emergency shutoff operation must be maintained throughout construction.

4.7- SELECTIVE DEMOLITION

A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete work.

4.8- DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

4.9- CLEANING

A. Clean the jobsite of debris on completion of each working day.

END OF SECTION

PART 4-PRODUCT REQUIREMENT-ALTERNATES

4.1 RELATED DOCUMENTS

A. This Section applies to all drawings, technical specifications, and general provisions of the Contract.

4.2 PRODUCTS AND CONTRACTOR'S RESPONSIBILITY

A. Where specified only by reference standards, select any product meeting standards by any manufacturer. Evidence of compliance will be required at the time of product data submittals.

B. Where specified by naming several products or Manufacturers, select any product and Manufacturer named.

C. Where specified by naming one or more products, but indicating "or approved" after specified listing, submit any request for another product substitution on the attached form.

D. It is the Contractor's responsibility to be certain that all materials selected by him, or for him by his subcontractors or material suppliers, conform to the requirements of the Contract Documents. The approval of a manufacturer's name by the Architect does not relieve the Contractor of his responsibility for providing material and equipment which comply with the Contract Documents.

E. All redesign costs resulting from substitutions shall be borne by Contractor, and shall be paid to the Architect before final Certificate for Payment will be issued.

F. Any increases in project cost caused by a substitution shall be borne by the Contractor.

G. All requests for substitutions must be accompanied with the Substitution Request Form in Section 01631.

H. If a substituted material or product fails to perform then the Contractor shall replace the material or product with the originally specified item at no cost to the Owner. This requirement is meant to include all costs associated with replacement.

4.3 ALTERNATES

A. The contractor shall investigate proposed substitutions with respect to the following:

1. All Substitutions shall be accompanied with documentation that indicates the pertinent environmental performance criteria of the substitute material are equal or superior to the specified material.
2. All substitutions must be approved.

4.4 TRANSPORTATION AND HANDLING

A. Materials, products and equipment shall be properly containerized, packaged, boxed and protected to prevent damage during transportation and handling.

B. More detailed requirements for transportation and handling may be indicated under the specific Sections.

4.5 STORAGE AND PROTECTION

A. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.

B. Allocate such space for storage purposes on site. Any additional off-site space required is the responsibility of the Contractor

C. Allocate the available storage areas and coordinate their use by the trades on the job. Maintain a current layout of all storage facilities.

D. Store and protect materials delivered at the site from damage. Do not use damaged material on the Work

4.6 INSTALLATION REQUIREMENTS

A. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the respective manufacturers, unless otherwise specified.

4.7 PRODUCT APPROVAL STANDARDS

A. Definitions:
1. The term "product" shall include material, equipment, assembly methods, manufacturer, brand, trade name or other description.
2. References to approved equal or similar terms mean that approval of the Owner's Project Representative is required

B. Proof of Compliance:
1. Whenever the Contract Documents require that a product be in accordance with Federal Specifications, ASTM designation, ANSI specification, or other association standards, the Contractor shall present an affidavit from the manufacturer certifying product compliance. Where requested or specified, submit supporting test data to substantiate compliance.

C. Substitutions, General:
1. The Contractor shall accompany any request for substitution with such drawings, specifications, samples, manufacturer's literature, performance data, and other information necessary to describe and evaluate the proposed substitution completely. The burden of proof shall be on the Contractor.
2. If any substitutions will affect a correlated function, adjacent construction, or the Work of other trades or contractors, the necessary changes and modifications to the affected work shall be considered as an essential part of the proposed substitution, to be accomplished by the Contractor without additional expense to the Owner if and when accepted.

D. Substitutions After Contract Execution:
1. Substitutions of products will be considered after execution of Contract only under on of the following conditions:

a. When the specified product is not available, a proposed substitution will not be considered unless proof is submitted that firm orders were placed within ten (10) days after review by the Owner's Project Representative of the item listed in the Specifications or the unavailability is due to strike, lockout, bankruptcy, discontinuance of the manufacturer of a product, or natural disasters.
b. When a guarantee of performance is required and, in the judgment of the Contractor, the specified product or process will not produce the desired results.
c. When in the opinion of the Owner's Representative, such substitution is in the Owner's best interests.

2. Request for such substitution shall be made in writing to the Owner's Project Representative within ten (10) days of the date that the Contractor ascertains that he cannot obtain the material or equipment specified, or that the performance cannot be guaranteed.

3. Permission to make any substitution after execution of Contract shall be effected by a Change Order. It shall not relieve the Contractor, any subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist in the substituted product or for any departures or deviations from the requirements of the Contract Documents as modified by such Change Order. Except as otherwise expressly specified by the Contractor in his request for substitution and expressly approved in such Change Order, the Contractor shall be deemed to warrant by his request that the proposed substitute product will satisfy all standards and requirements satisfied by the originally specified product and the Change Order shall not be deemed to modify the Contract Documents with respect thereto.

*** END OF SECTION ***

PART 5. PREVAILING WAGES

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
Island	Asbestos Abatement Workers	Journey Level	$40.03	7A	1H	
Island	Boilermakers	Journey Level	$28.04			1
Island	Brick Mason	Brick And Block Finisher	$40.21	5A	1M	
Island	Brick Mason	Journey Level	$47.47	5A	1M	
Island	Brick Mason	Pointer-Caulker-Cleaner	$47.47	5A	1M	
Island	Building Service Employees	Janitor	$8.67			1
Island	Building Service Employees	Shampooer	$8.67			1
Island	Building Service Employees	Waxer	$8.67			1
Island	Building Service Employees	Window Cleaner	$8.67			1
Island	Cabinet Makers (In Shop)	Journey Level	$24.63			1
Island	Carpenters	Acoustical Worker	$48.63	5D	1M	
Island	Carpenters	Bridge, Dock And Wharf Carpenters	$48.47	5A	1M	
Island	Carpenters	Carpenter	$48.47	5D	1M	
Island	Carpenters	Creosoted Material	$48.57	5D	1M	
Island	Carpenters	Floor Finisher	$48.60	5D	1M	
Island	Carpenters	Floor Layer	$48.60	5D	1M	
Island	Carpenters	Floor Sander	$48.60	5D	1M	
Island	Carpenters	Sawfiler	$48.60	5D	1M	
Island	Carpenters	Shingler	$48.60	5D	1M	
Island	Carpenters	Stationary Power Saw Operator	$48.60	5D	1M	
Island	Carpenters	Stationary Woodworking Tools	$48.60	5D	1M	
Island	Cement Masons	Journey Level	$49.15	7A	1M	
Island	Divers & Tenders	Diver	$100.28	5D	1M	8A
Island	Divers & Tenders	Diver On Standby	$56.68	5D	1M	
Island	Divers & Tenders	Diver Tender	$52.23	5D	1M	
Island	Divers & Tenders	Surface Rcv & Rov Operator	$52.23	5D	1M	
Island	Divers & Tenders	Surface Rcv & Rov Operator Tender	$48.67	5A	1B	
Island	Dredge Workers	Assistant Engineer	$49.57	5D	1T	8L
Island	Dredge Workers	Assistant Mate(deckhand)	$49.06	5D	1T	8L
Island	Dredge Workers	Engineer Welder	$49.62	5D	1T	8L
Island	Dredge Workers	Leverman, Hydraulic	$51.19	5D	1T	8L
Island	Dredge Workers	Maintenance	$49.06	5D	1T	8L

Island	Dredge Workers	Mates And Boatmen	$49.57	5D	1T	8L
Island	Dredge Workers	Oiler	$49.19	5D	1T	8L
Island	Drywall Applicator	Journey Level	$48.47	5D	1M	
Island	Drywall Tapers	Journey Level	$48.79	5P	1E	
Island	Electrical Fixture Maintenance Workers	Journey Level	$13.82			1
Island	Electricians - Inside	Journey Level	$50.01			1
Island	Electricians - Motor Shop	Craftsman	$15.37			1
Island	Electricians - Motor Shop	Journey Level	$14.69			1
Island	Electricians - Powerline Construction	Cable Splicer	$63.04	5A	4A	
Island	Electricians - Powerline Construction	Certified Line Welder	$57.61	5A	4A	
Island	Electricians - Powerline Construction	Groundperson	$41.06	5A	4A	
Island	Electricians - Powerline Construction	Head Groundperson	$43.33	5A	4A	
Island	Electricians - Powerline Construction	Heavy Line Equipment Operator	$57.61	5A	4A	
Island	Electricians - Powerline Construction	Jackhammer Operator	$43.33	5A	4A	
Island	Electricians - Powerline Construction	Journey Level Lineperson	$57.61	5A	4A	
Island	Electricians - Powerline Construction	Line Equipment Operator	$48.64	5A	4A	
Island	Electricians - Powerline Construction	Pole Sprayer	$57.61	5A	4A	
Island	Electricians - Powerline Construction	Powderperson	$43.33	5A	4A	
Island	Electronic Technicians	Journey Level	$43.69	7E	1D	
Island	Elevator Constructors	Mechanic	$67.91	7D	4A	
Island	Elevator Constructors	Mechanic In Charge	$73.87	7D	4A	
Island	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$13.50			1
Island	Fence Erectors	Fence Erector	$13.80			1
Island	Fence Erectors	Fence Laborer	$11.60			1
Island	Flaggers	Journey Level	$33.93	7A	1H	
Island	Glaziers	Journey Level	$50.66	7L	1Y	
Island	Heat & Frost Insulators And Asbestos Workers	Journeyman	$53.44	5J	1S	
Island	Heating Equipment Mechanics	Journey Level	$41.36			1
Island	Hod Carriers & Mason Tenders	Journey Level	$41.28	7A	1H	
Island	Industrial Engine And Machine Mechanics	Journey Level	$15.65			1
Island	Industrial Power Vacuum Cleaner	Journey Level	$9.24			1
Island	Inland Boatmen	Boat Operator	$50.72	5B	1K	
Island	Inland Boatmen	Cook	$47.54	5B	1K	
Island	Inland Boatmen	Deckhand	$47.54	5B	1K	

Island	Inland Boatmen	Deckhand Engineer	$48.48	5B	1K	
Island	Inland Boatmen	Launch Operator	$49.63	5B	1K	
Island	Inland Boatmen	Mate	$49.63	5B	1K	
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Rer	Cleaner Operator, Foamer Operator	$9.73			1
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Rer	Grout Truck Operator	$11.48			1
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Rer	Head Operator	$12.78			1
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Rer	Technician	$8.67			1
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Rer	Tv Truck Operator	$10.53			1
Island	Insulation Applicators	Journey Level	$48.47	5D	1M	
Island	Ironworkers	Journeyman	$57.52	7N	1O	
Island	Laborers	Air, Gas Or Electric Vibrating Screed	$40.03	7A	1H	
Island	Laborers	Airtrac Drill Operator	$41.28	7A	1H	
Island	Laborers	Ballast Regular Machine	$40.03	7A	1H	
Island	Laborers	Batch Weighman	$33.93	7A	1H	
Island	Laborers	Brick Pavers	$40.03	7A	1H	
Island	Laborers	Brush Cutter	$40.03	7A	1H	
Island	Laborers	Brush Hog Feeder	$40.03	7A	1H	
Island	Laborers	Burner	$40.03	7A	1H	
Island	Laborers	Caisson Worker	$41.28	7A	1H	
Island	Laborers	Carpenter Tender	$40.03	7A	1H	
Island	Laborers	Caulker	$40.03	7A	1H	
Island	Laborers	Cement Dumper-paving	$40.77	7A	1H	
Island	Laborers	Cement Finisher Tender	$40.03	7A	1H	
Island	Laborers	Change House Or Dry Shack	$40.03	7A	1H	
Island	Laborers	Chipping Gun (under 30 Lbs.)	$40.03	7A	1H	
Island	Laborers	Chipping Gun(30 Lbs. And Over)	$40.77	7A	1H	
Island	Laborers	Choker Setter	$40.03	7A	1H	
Island	Laborers	Chuck Tender	$40.03	7A	1H	
Island	Laborers	Clary Power Spreader	$40.77	7A	1H	
Island	Laborers	Clean-up Laborer	$40.03	7A	1H	
Island	Laborers	Compressed Air Worker 0-30 psi	$52.08	7A	1H	8Q
Island	Laborers	Compressed Air Worker 30.01-44.00 psi	$57.08	7A	1H	8Q
Island	Laborers	Compressed Air Worker 44.01-54.00 psi	$60.76	7A	1H	8Q
Island	Laborers	Compressed Air Worker 54.01-60.00 psi	$66.46	7A	1H	8Q

Island	Laborers	Compressed Air Worker 60.01-64.00 psi	$68.58	7A	1H	8Q
Island	Laborers	Compressed Air Worker 64.01-68.00 psi	$73.68	7A	1H	8Q
Island	Laborers	Compressed Air Worker 68.01-70.00 psi	$75.58	7A	1H	8Q
Island	Laborers	Concrete Dumper/chute Operator	$40.77	7A	1H	
Island	Laborers	Concrete Form Stripper	$40.03	7A	1H	
Island	Laborers	Concrete Placement Crew	$40.77	7A	1H	
Island	Laborers	Concrete Saw Operator/core Driller	$40.77	7A	1H	
Island	Laborers	Crusher Feeder	$33.93	7A	1H	
Island	Laborers	Curing Laborer	$40.03	7A	1H	
Island	Laborers	Demolition: Wrecking & Moving (incl. Chai	$40.03	7A	1H	
Island	Laborers	Ditch Digger	$40.03	7A	1H	
Island	Laborers	Diver	$41.28	7A	1H	
Island	Laborers	Drill Operator (hydraulic,diamond)	$40.77	7A	1H	
Island	Laborers	Dry Stack Walls	$40.03	7A	1H	
Island	Laborers	Dump Person	$40.03	7A	1H	
Island	Laborers	Epoxy Technician	$40.03	7A	1H	
Island	Laborers	Erosion Control Worker	$40.03	7A	1H	
Island	Laborers	Faller & Bucker Chain Saw	$40.77	7A	1H	
Island	Laborers	Fine Graders	$40.03	7A	1H	
Island	Laborers	Firewatch	$33.93	7A	1H	
Island	Laborers	Form Setter	$40.03	7A	1H	
Island	Laborers	Gabian Basket Builders	$40.03	7A	1H	
Island	Laborers	General Laborer	$40.03	7A	1H	
Island	Laborers	Grade Checker & Transit Person	$41.28	7A	1H	
Island	Laborers	Grinders	$40.03	7A	1H	
Island	Laborers	Grout Machine Tender	$40.03	7A	1H	
Island	Laborers	Groutmen (pressure)including Post Tensio	$40.77	7A	1H	
Island	Laborers	Guardrail Erector	$40.03	7A	1H	
Island	Laborers	Hazardous Waste Worker (level A)	$41.28	7A	1H	
Island	Laborers	Hazardous Waste Worker (level B)	$40.77	7A	1H	
Island	Laborers	Hazardous Waste Worker (level C)	$40.03	7A	1H	
Island	Laborers	High Scaler	$41.28	7A	1H	
Island	Laborers	Jackhammer	$40.77	7A	1H	
Island	Laborers	Laserbeam Operator	$40.77	7A	1H	

Island	Laborers	Maintenance Person	$40.03	7A	1H
Island	Laborers	Manhole Builder-mudman	$40.77	7A	1H
Island	Laborers	Material Yard Person	$40.03	7A	1H
Island	Laborers	Miner	$41.28	7A	1H
Island	Laborers	Motorman-dinky Locomotive	$40.77	7A	1H
Island	Laborers	Nozzleman (concrete Pump, Green Cutter	$40.77	7A	1H
Island	Laborers	Pavement Breaker	$40.77	7A	1H
Island	Laborers	Pilot Car	$33.93	7A	1H
Island	Laborers	Pipe Layer Lead	$41.28	7A	1H
Island	Laborers	Pipe Layer/tailor	$40.77	7A	1H
Island	Laborers	Pipe Pot Tender	$40.77	7A	1H
Island	Laborers	Pipe Reliner	$40.77	7A	1H
Island	Laborers	Pipe Wrapper	$40.77	7A	1H
Island	Laborers	Pot Tender	$40.03	7A	1H
Island	Laborers	Powderman	$41.28	7A	1H
Island	Laborers	Powderman's Helper	$40.03	7A	1H
Island	Laborers	Power Jacks	$40.77	7A	1H
Island	Laborers	Railroad Spike Puller - Power	$40.77	7A	1H
Island	Laborers	Raker - Asphalt	$41.28	7A	1H
Island	Laborers	Re-timberman	$41.28	7A	1H
Island	Laborers	Remote Equipment Operator	$40.77	7A	1H
Island	Laborers	Rigger/signal Person	$40.77	7A	1H
Island	Laborers	Rip Rap Person	$40.03	7A	1H
Island	Laborers	Rivet Buster	$40.77	7A	1H
Island	Laborers	Rodder	$40.77	7A	1H
Island	Laborers	Scaffold Erector	$40.03	7A	1H
Island	Laborers	Scale Person	$40.03	7A	1H
Island	Laborers	Sloper (over 20)"	$40.77	7A	1H
Island	Laborers	Sloper Sprayer	$40.03	7A	1H
Island	Laborers	Spreader (concrete)	$40.77	7A	1H
Island	Laborers	Stake Hopper	$40.03	7A	1H
Island	Laborers	Stock Piler	$40.03	7A	1H
Island	Laborers	Tamper & Similar Electric, Air & Gas Opera	$40.77	7A	1H
Island	Laborers	Tamper (multiple & Self-propelled)	$40.77	7A	1H

Island	Laborers	Timber Person - Sewer (lagger, Shorer & C	$40.77	7A	1H	
Island	Laborers	Toolroom Person (at Jobsite)	$40.03	7A	1H	
Island	Laborers	Topper	$40.03	7A	1H	
Island	Laborers	Track Laborer	$40.03	7A	1H	
Island	Laborers	Track Liner (power)	$40.77	7A	1H	
Island	Laborers	Truck Spotter	$40.03	7A	1H	
Island	Laborers	Tugger Operator	$40.77	7A	1H	
Island	Laborers	Tunnel Work-Guage and Lock Tender	$41.38	7A	1H	8Q
Island	Laborers	Tunnel Work-Miner	$41.38	7A	1H	8Q
Island	Laborers	Vibrator	$40.77	7A	1H	
Island	Laborers	Vinyl Seamer	$40.03	7A	1H	
Island	Laborers	Watchman	$30.84	7A	1H	
Island	Laborers	Welder	$40.77	7A	1H	
Island	Laborers	Well Point Laborer	$40.77	7A	1H	
Island	Laborers	Window Washer/cleaner	$30.84	7A	1H	
Island	Laborers - Underground Sewer & Water	General Laborer & Topman	$40.03	7A	1H	
Island	Laborers - Underground Sewer & Water	Pipe Layer	$40.77	7A	1H	
Island	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	$17.31			1
Island	Landscape Construction	Landscape Equipment Operators Or Truck	$23.76			1
Island	Landscape Construction	Landscaping Or Planting Laborers	$16.60			1
Island	Lathers	Journey Level	$48.74	5D	1H	
Island	Marble Setters	Journey Level	$47.47	5A	1M	
Island	Metal Fabrication (In Shop)	Fitter	$15.16			1
Island	Metal Fabrication (In Shop)	Laborer	$11.13			1
Island	Metal Fabrication (In Shop)	Machine Operator	$10.66			1
Island	Metal Fabrication (In Shop)	Painter	$11.41			1
Island	Metal Fabrication (In Shop)	Welder	$15.16			1
Island	Millwright	Journey Level	$49.47	5D	1M	
Island	Modular Buildings	Journey Level	$8.67			1
Island	Painters	Journey Level	$30.45			1
Island	Pile Driver	Journey Level	$48.67	5A	1M	
Island	Plasterers	Journey Level	$46.63	7Q	1R	
Island	Playground & Park Equipment Installers	Journey Level	$8.67			1
Island	Plumbers & Pipefitters	Journey Level	$50.50			1

Island	Power Equipment Operators	Asphalt Plant Operators	$50.39	7A	1T	8P
Island	Power Equipment Operators	Assistant Engineer	$47.12	7A	1T	8P
Island	Power Equipment Operators	Barrier Machine (zipper)	$49.90	7A	1T	8P
Island	Power Equipment Operators	Batch Plant Operator, Concrete	$49.90	7A	1T	8P
Island	Power Equipment Operators	Bobcat	$47.12	7A	1T	8P
Island	Power Equipment Operators	Brokk - Remote Demolition Equipment	$47.12	7A	1T	8P
Island	Power Equipment Operators	Brooms	$47.12	7A	1T	8P
Island	Power Equipment Operators	Bump Cutter	$49.90	7A	1T	8P
Island	Power Equipment Operators	Cableways	$50.39	7A	1T	8P
Island	Power Equipment Operators	Chipper	$49.90	7A	1T	8P
Island	Power Equipment Operators	Compressor	$47.12	7A	1T	8P
Island	Power Equipment Operators	Concrete Pump: Truck Mount With Boom	$50.39	7A	1T	8P
Island	Power Equipment Operators	Concrete Finish Machine -laser Screed	$47.12	7A	1T	8P
Island	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High	$49.48	7A	1T	8P
Island	Power Equipment Operators	Concrete Pump: Truck Mount With Boom .	$49.90	7A	1T	8P
Island	Power Equipment Operators	Conveyors	$49.48	7A	1T	8P
Island	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With At	$49.90	7A	1T	8P
Island	Power Equipment Operators	Cranes: 100 Tons Through 199 Tons, or 15	$50.94	7A	1T	8P
Island	Power Equipment Operators	Cranes: 200 Tons To 300 Tons, Or 250' Of	$51.51	7A	1T	8P
Island	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 1	$50.39	7A	1T	8P
Island	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	$47.12	7A	1T	8P
Island	Power Equipment Operators	Cranes: Friction 100 Tons Through 199 Tor	$51.51	7A	1T	8P
Island	Power Equipment Operators	Cranes: Friction Over 200 Tons	$52.07	7A	1T	8P
Island	Power Equipment Operators	Cranes: Over 300 Tons Or 300' Of Boom (ii	$52.07	7A	1T	8P
Island	Power Equipment Operators	Cranes: Through 19 Tons With Attachmen	$49.48	7A	1T	8P
Island	Power Equipment Operators	Crusher	$49.90	7A	1T	8P
Island	Power Equipment Operators	Deck Engineer/deck Winches (power)	$49.90	7A	1T	8P
Island	Power Equipment Operators	Derricks, On Building Work	$50.39	7A	1T	8P
Island	Power Equipment Operators	Dozer Quad 9, HD 41, D10 and Over	$50.39	7A	1T	8P
Island	Power Equipment Operators	Dozers D-9 & Under	$49.48	7A	1T	8P
Island	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mi	$49.48	7A	1T	8P
Island	Power Equipment Operators	Drilling Machine	$49.90	7A	1T	8P
Island	Power Equipment Operators	Elevator And Man-lift: Permanent And Sha	$47.12	7A	1T	8P
Island	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco &	$49.90	7A	1T	8P

102

Island	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachm	$49.48	7A	1T	8P
Island	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachmer	$47.12	7A	1T	8P
Island	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut She	$49.90	7A	1T	8P
Island	Power Equipment Operators	Gradechecker/stakeman	$47.12	7A	1T	8P
Island	Power Equipment Operators	Guardrail Punch/Auger	$49.90	7A	1T	8P
Island	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road	$50.39	7A	1T	8P
Island	Power Equipment Operators	Hard Tail End Dump Articulating Off-road I	$49.90	7A	1T	8P
Island	Power Equipment Operators	Horizontal/directional Drill Locator	$49.48	7A	1T	8P
Island	Power Equipment Operators	Horizontal/directional Drill Operator	$49.90	7A	1T	8P
Island	Power Equipment Operators	Hydralifts/boom Trucks Over 10 Tons	$49.48	7A	1T	8P
Island	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Und	$47.12	7A	1T	8P
Island	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	$50.94	7A	1T	8P
Island	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Includi	$50.39	7A	1T	8P
Island	Power Equipment Operators	Loaders, Overhead Under 6 Yards	$49.90	7A	1T	8P
Island	Power Equipment Operators	Loaders, Plant Feed	$49.90	7A	1T	8P
Island	Power Equipment Operators	Loaders: Elevating Type Belt	$49.48	7A	1T	8P
Island	Power Equipment Operators	Locomotives, All	$49.90	7A	1T	8P
Island	Power Equipment Operators	Material Transfer Device	$49.90	7A	1T	8P
Island	Power Equipment Operators	Mechanics, All (leadmen - $0.50 Per Hour	$50.94	7A	1T	8P
Island	Power Equipment Operators	Mixers: Asphalt Plant	$49.90	7A	1T	8P
Island	Power Equipment Operators	Motor Patrol Grader - Non-finishing	$49.48	7A	1T	8P
Island	Power Equipment Operators	Motor Patrol Graders, Finishing	$50.39	7A	1T	8P
Island	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Bori	$50.39	7A	1T	8P
Island	Power Equipment Operators	Oil Distributors, Blower Distribution & Mul	$47.12	7A	1T	8P
Island	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Al	$49.48	7A	1T	8P
Island	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 9	$50.39	7A	1T	8P
Island	Power Equipment Operators	Pavement Breaker	$47.12	7A	1T	8P
Island	Power Equipment Operators	Pile Driver (other Than Crane Mount)	$49.90	7A	1T	8P
Island	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	$49.48	7A	1T	8P
Island	Power Equipment Operators	Posthole Digger, Mechanical	$47.12	7A	1T	8P
Island	Power Equipment Operators	Power Plant	$47.12	7A	1T	8P
Island	Power Equipment Operators	Pumps - Water	$47.12	7A	1T	8P
Island	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In H	$47.12	7A	1T	8P
Island	Power Equipment Operators	Remote Control Operator On Rubber Tirec	$50.39	7A	1T	8P

Island	Power Equipment Operators	Rigger And Bellman	$47.12	7A	1T	8P
Island	Power Equipment Operators	Rollagon	$50.39	7A	1T	8P
Island	Power Equipment Operators	Roller, Other Than Plant Mix	$47.12	7A	1T	8P
Island	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	$49.48	7A	1T	8P
Island	Power Equipment Operators	Roto-mill, Roto-grinder	$49.90	7A	1T	8P
Island	Power Equipment Operators	Saws - Concrete	$49.48	7A	1T	8P
Island	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	$49.90	7A	1T	8P
Island	Power Equipment Operators	Scrapers - Concrete & Carry All	$49.48	7A	1T	8P
Island	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Ove	$50.39	7A	1T	8P
Island	Power Equipment Operators	Service Engineers - Equipment	$49.48	7A	1T	8P
Island	Power Equipment Operators	Shotcrete/gunite Equipment	$47.12	7A	1T	8P
Island	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Und	$49.48	7A	1T	8P
Island	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metn	$50.39	7A	1T	8P
Island	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 '	$49.90	7A	1T	8P
Island	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Met	$50.94	7A	1T	8P
Island	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Met	$51.51	7A	1T	8P
Island	Power Equipment Operators	Slipform Pavers	$50.39	7A	1T	8P
Island	Power Equipment Operators	Spreader, Topsider & Screedman	$50.39	7A	1T	8P
Island	Power Equipment Operators	Subgrader Trimmer	$49.90	7A	1T	8P
Island	Power Equipment Operators	Tower Bucket Elevators	$49.48	7A	1T	8P
Island	Power Equipment Operators	Tower Crane Over 175'in Height, Base To I	$51.51	7A	1T	8P
Island	Power Equipment Operators	Tower Crane Up To 175' In Height Base To	$50.94	7A	1T	8P
Island	Power Equipment Operators	Transporters, All Track Or Truck Type	$50.39	7A	1T	8P
Island	Power Equipment Operators	Trenching Machines	$49.48	7A	1T	8P
Island	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And O	$49.90	7A	1T	8P
Island	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	$49.48	7A	1T	8P
Island	Power Equipment Operators	Truck Mount Portable Conveyor	$49.90	7A	1T	8P
Island	Power Equipment Operators	Welder	$50.39	7A	1T	8P
Island	Power Equipment Operators	Wheel Tractors, Farmall Type	$47.12	7A	1T	8P
Island	Power Equipment Operators	Yo Yo Pay Dozer	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	$49.90	7A	1T	8P

Island	Power Equipment Operators- Underground Sewer & Water	Bobcat	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Brooms	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Cableways	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Chipper	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Compressor	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine -laser Screed	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom .	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Conveyors	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With At	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 Tons To 300 Tons, Or 250' Of	$51.51	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 1	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction 100 Tons Through 199 Tor	$51.51	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction Over 200 Tons	$52.07	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: Over 300 Tons Or 300' Of Boom (Ir	$52.07	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: Through 19 Tons With Attachmen	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Crusher	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Dozer Quad 9, HD 41, D10 and Over	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mı	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Sha	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco &	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachmı	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachmer	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut She	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch/Auger	$49.90	7A	1T	8P

Island	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road I	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks Over 10 Tons	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Und	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	$50.94	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Includi	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - $0.50 Per Hour	$50.94	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Mixers: Asphalt Plant	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Grader - Non-finishing	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders, Finishing	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Bori	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mul	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Al	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 9	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Power Plant	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In H	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tirec	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Rigger And Bellman	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Rollagon	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	$49.90	7A	1T	8P

Island	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Ove	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Und	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metr	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Met	$50.94	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Met	$51.51	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Tower Crane Over 175'in Height, Base To	$51.51	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Tower Crane Up To 175' In Height Base To	$50.94	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And O	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	$49.48	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	$49.90	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Welder	$50.39	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	$47.12	7A	1T	8P
Island	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	$49.90	7A	1T	8P
Island	Power Line Clearance Tree Trimmers	Journey Level In Charge	$41.04	5A	4A	
Island	Power Line Clearance Tree Trimmers	Spray Person	$38.98	5A	4A	
Island	Power Line Clearance Tree Trimmers	Tree Equipment Operator	$41.04	5A	4A	
Island	Power Line Clearance Tree Trimmers	Tree Trimmer	$36.75	5A	4A	
Island	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$27.80	5A	4A	
Island	Refrigeration & Air Conditioning Mechanics	Mechanic	$58.32	5A	1G	
Island	Residential Brick Mason	Journey Level	$47.47	5A	1M	
Island	Residential Carpenters	Journey Level	$38.08	5D	1M	
Island	Residential Cement Masons	Journey Level	$11.00			

Island	Residential Drywall Applicators	Journey Level	$38.08	5D	1M	
Island	Residential Drywall Tapers	Journey Level	$25.00			1
Island	Residential Electricians	Journey Level	$25.76			1
Island	Residential Glaziers	Journey Level	$34.54	7L	1H	
Island	Residential Insulation Applicators	Journey Level	$13.96			1
Island	Residential Laborers	Journey Level	$12.70			1
Island	Residential Marble Setters	Journey Level	$47.47	5A	1M	
Island	Residential Painters	Journey Level	$13.00			1
Island	Residential Plumbers & Pipefitters	Journey Level	$38.71			1
Island	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$38.78	5A	1G	
Island	Residential Sheet Metal Workers	Journey Level	$21.30			1
Island	Residential Soft Floor Layers	Journey Level	$41.56	5A	2Z	
Island	Residential Sprinkler Fitters (Fire Protection)	Journey Level	$31.09			1
Island	Residential Stone Masons	Journey Level	$47.47	5A	1M	
Island	Residential Terrazzo Workers	Journey Level	$20.00			1
Island	Residential Terrazzo/Tile Finishers	Journey Level	$15.82			1
Island	Residential Tile Setters	Journey Level	$20.00			1
Island	Roofers	Journey Level	$41.90	5A	1R	
Island	Roofers	Using Irritable Bituminous Materials	$44.90	5A	1R	
Island	Sheet Metal Workers	Journey Level	$52.65	7F	1E	
Island	Shipbuilding & Ship Repair	Carpenter	$15.53			1
Island	Shipbuilding & Ship Repair	Electrician	$15.53			1
Island	Shipbuilding & Ship Repair	Heat & Frost Insulator	$53.44	5J	1S	
Island	Shipbuilding & Ship Repair	Laborer	$9.04			1
Island	Shipbuilding & Ship Repair	Operator	$15.53			1
Island	Shipbuilding & Ship Repair	Painter	$15.53			1
Island	Shipbuilding & Ship Repair	Pipefitter	$15.53			1
Island	Shipbuilding & Ship Repair	Sheet Metal	$9.50			1
Island	Shipbuilding & Ship Repair	Shipfitter	$15.53			1
Island	Shipbuilding & Ship Repair	Welder/burner	$15.53			1
Island	Sign Makers & Installers (Electrical)	Journey Level	$16.03			1
Island	Sign Makers & Installers (Non-Electrical)	Journey Level	$26.55			1
Island	Soft Floor Layers	Journey Level	$41.56	5A	2Z	
Island	Solar Controls For Windows	Journey Level	$8.67			1

Island	Sprinkler Fitters (Fire Protection)	Journey Level					
Island	Stage Rigging Mechanics (Non Structural)	Journey Level	$68.79	5C	1X		
Island	Stone Masons	Journey Level	$13.23			1	
Island	Street And Parking Lot Sweeper Workers	Journey Level	$47.47	5A	1M		
Island	Surveyors	Assistant Construction Site Surveyor	$15.00			1	
Island	Surveyors	Chainman	$49.48	7A	1T		8P
Island	Surveyors	Construction Site Surveyor	$48.96	7A	1T		8P
Island	Telecommunication Technicians	Journey Level	$50.39	7A	1T		8P
Island	Telephone Line Construction - Outside	Cable Splicer	$24.75			1	
Island	Telephone Line Construction - Outside	Hole Digger/Ground Person	$32.27	5A	2B		
Island	Telephone Line Construction - Outside	Installer (Repairer)	$18.10	5A	2B		
Island	Telephone Line Construction - Outside	Special Aparatus Installer I	$30.94	5A	2B		
Island	Telephone Line Construction - Outside	Special Apparatus Installer II	$32.27	5A	2B		
Island	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	$31.62	5A	2B		
Island	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$32.27	5A	2B		
Island	Telephone Line Construction - Outside	Telephone Lineperson	$30.02	5A	2B		
Island	Telephone Line Construction - Outside	Television Groundperson	$30.02	5A	2B		
Island	Telephone Line Construction - Outside	Television Lineperson/Installer	$17.18	5A	2B		
Island	Telephone Line Construction - Outside	Television System Technician	$22.73	5A	2B		
Island	Telephone Line Construction - Outside	Television Technician	$27.09	5A	2B		
Island	Telephone Line Construction - Outside	Tree Trimmer	$24.35	5A	2B		
Island	Terrazzo Workers	Journey Level	$30.02	5A	2B		
Island	Tile Setters	Journey Level	$46.93	5A	1M		
Island	Tile, Marble & Terrazzo Finishers	Journey Level	$46.93	5A	1M		
Island	Traffic Control Stripers	Journey Level	$25.00			1	
Island	Truck Drivers	Asphalt Mix Over 16 Yards (W. WA-Joint C	$33.85			1	
Island	Truck Drivers	Asphalt Mix To 16 Yards (W.WA-Joint Cou	$46.47	5D	1T		8L
Island	Truck Drivers	Dump Truck	$45.63	5D	1T		8L
Island	Truck Drivers	Dump Truck And Trailer	$22.62			1	
Island	Truck Drivers	Journey Level	$22.62			1	
Island	Truck Drivers	Other Trucks (W. WA-Joint Council 28)	$34.17	6I	2O		
Island	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$46.47	5D	1T		8L
Island	Well Drillers & Irrigation Pump Installers	Oiler	$11.60			1	
Island	Well Drillers & Irrigation Pump Installers	Well Driller	$9.45			1	
			$11.60			1	

PART 6. PROPERTY RELEASE FORM

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 **OAK HARBOR SENIOR CENTER HVAC IMPROVEMENTS** 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 7. EQUIPMENT LIST

Equipment List Notes:

1) **The Contractor is to provide any and all items necessary to complete the project and at the end of the work have a tested and functioning HVAC system for the City's Senior Center.**
2) **The Contractor is to provide all recommended replacement equipment as specified on the following page.**

Trane ventilation system location:
Oak Harbor Senior Center
51 SE Jerome Street
Oak Harbor, WA 98277
POC: Mike McIntyre, Director
(360) 279-4581

Equipment service company (since 1992):
Alpine Refrigeration Systems, Inc.
3806 Smith Avenue
Everett, WA 98201
(425) 303-9160

Existing equipment – installed 1986
1. 3 Ton 6.7 SEER BWC036C300C SER# S14164058
2. 5 Ton 7.1 SEER BWC060D300JA SER# S13102531
3. 7.5 Ton 7.8 SEER BWC090C300GA SER# S03189342
4. 5 Ton 7.1 SEER BWC060F300AB SER# S13144123D
5. 3 Ton 6.7 SEER BWC036C300CA SER# S1464023

Recommended replacement equipment:
2 Trane Precedent WSC036E3R0A00473 Heat Pump Package
2 Trane Supplemental Heater BAYHTRE306B 6 KW
1 Trane Barometric Relief Damper BAYBARM010A
2 Trane Precedent WSC060E3R0A0JBV Heat Pump Package
2 Trane Supplemental Heater BAYHTRE306B 6 KW
2 Trane Barometric Relief Damper BAYBARM011A
1 KCC Curb Adapter TC43ACBTC70F ADP
1 KCC Curb Adapter TC43ACT60D ADP
1 Trane Precedent WSC090E3R0A0JBV Heat Pump Package
1 Trane Supplement Heater BAYHTRU318A 18 KW
1 Trane Barometric Relief Damper BAYBARM011A

PART 8. DRAWINGS

NOTE

3 TON

General

The units shall be convertible airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for units with microprocessor controls. Operating range for units with electromechanical controls shall be between 115°F and 40°F. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be UL listed and labeled, classified in accordance to UL 1995/CAN/CSA No. 236-M90 for Central Cooling Air Conditioners. Canadian units shall be CSA Certified.

Casing

Unit casing shall be constructed of zinc coated, heavy gauge, and galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. All exposed vertical panels and top covers in the indoor air section shall be insulated with a cleanable foil-faced, fire-retardant permanent, odorless glass fiber material. All insulation edges shall be either captured or sealed. The unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 1 1/8" high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting, with forklift capabilities on three sides of the unit.

Unit Top

The top cover shall be one piece construction or, where seams exist, it shall be double-hemmed and gasket-sealed. The ribbed top adds extra strength and enhances water removal from unit top.

Filters

1", throw away filters shall be standard on all ton units. The filter rack can be converted to two inch capability. 2" filters shall be factory supplied on all ton units. Optional 2" pleated filters shall be available.

Compressors

All units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Internal overloads shall be provided with the scroll compressors. Crankcase heaters shall be included in 6-10 Ton.

Refrigerant Circuits

Service pressure ports, and refrigerant line filter driers are factory-installed as standard. An area shall be provided for replacement suction line driers.

Evaporator and Condenser Coils

Internally finned, 5/16? copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 200 psig and pressure tested to 450 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A removable, reversible, double-sloped condensate drain pan with provision for through the base condensate drain is standard.

Outdoor Fans

The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.

Indoor Fan

All 3-5 ton 1-phase units offer shall be direct drive type. All 3 phase ID motors shall be belt drive type with FC fans with adjustable sheaves. All motors shall be thermally protected. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).

Controls

Unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A choice of microprocessor or electromechanical controls shall be available. Microprocessor controls provide for volt control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized Microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection.

Economizer

This accessory shall be available with or without barometric relief. The assembly includes fully modulating 0-100 percent motor and dampers, minimum position setting, preset linkage, wiring harness with plug, spring return actuator and fixed dry bulb control. The barometric relief shall provide a pressure operated damper that shall be gravity closing and shall prohibit entrance of outside air during the equipment off cycle. Optional solid state or differential enthalpy control shall be available for either factory or field installation. The economizer arrives in the shipping position and shall be moved to the operating position by the installing contractor.

Electric Heaters

Electric heat modules shall be available for installation within basic unit. Electric heater elements shall be constructed of heavy-duty nickel chromium elements internally delta connected for 240 volt, wye connected for 480 and 600 volt. Staging shall be achieved through ReliaTel. Each heater package shall have automatically reset high limit control operating through heating element contactors. All heaters shall be individually fused from the factory, where required, and shall meet all NEC and CEC requirements when properly installed. Power assemblies shall provide single point connection. Electric heat modules shall be UL listed or CSA certified.

Frostat

This option is to be utilized as a safety device. The Frostat opens when temperatures on the evaporator coil fall below 10°F. The temperature will need to rise to 50°F before closing. This option should be utilized in low airflow or high outside air applications. (Cooling with Electric Heat Only.)

3-10Ton R-410 Packaged Heat Pump

Job Information

ALPINE REFRIGERATION -- OAK HARBOR S CTR

Tag	W4C-1		
Quantity	1	Model number	WSC036

Unit Information

Tonnage	3 Ton	Unit function	DX cooling
Min. unit operating weight	514.0 lb	Max unit operating weight	691.0 lb
Design Airflow	1200 cfm		

Cooling Information

Gross Total Capacity	38.03 MBh	Gross Sensible Capacity	27.25 MBh
Gross Latent Capacity	10.78 MBh	Net total capacity	36.36 MBh
Net sensible capacity	25.58 MBh	Net sensible heat ratio	0.70 Number
Cooling EDB	80.00 F	Cooling EWB	67.00 F
Cooling LDB	58.99 F	Cooling LWB	56.76 F
Ambient Temperature	95.00 F		

Heating Information

Heating capacity	6 kW@240,480,600 derate to unit voltage	Output htg capacity	38.12 MBh
Output htg capacity w/fan	39.80 MBh	Heating EAT	70.00 F
Heating LAT	99.42 F	Heating delta T	29.42 F

Motor/Electrical Information

Tonnage	3 Ton	Design ESP	0.500 in H2O
Indoor Motor power	0.32 kW	Indoor mtr operating power	0.44 bhp
Indoor srpm	854 rpm	Outdoor motor power	0.23 kW
Compressor power	2.88 kW	System power	3.44 kW
MCA	39.50 A	MOP	45.00 A
MCA for 230v w/elec heat	41.80 A	MOP for 230v w/ elec heat	50.00 A
Condenser fan FLA	2.00 A	Evaporator fan RLA	5.00 A
Compressor 1 RLA	13.50 A		

Electrical values provided are estimated only and are subject to change without notice and may differ from nameplate values.
Field installed low or high static drive kits may be needed. Please check the fan performance tables in the product catalog for application ranges.

5/28/2010 Product Version 1.0.0.0

3-10Ton R-410 Packaged Heat Pump

Job Information

ALPINE REFRIGERATION -- OAK HARBOR S CTR

Tag	W4C-1		
Quantity	1	Model number	WSC036

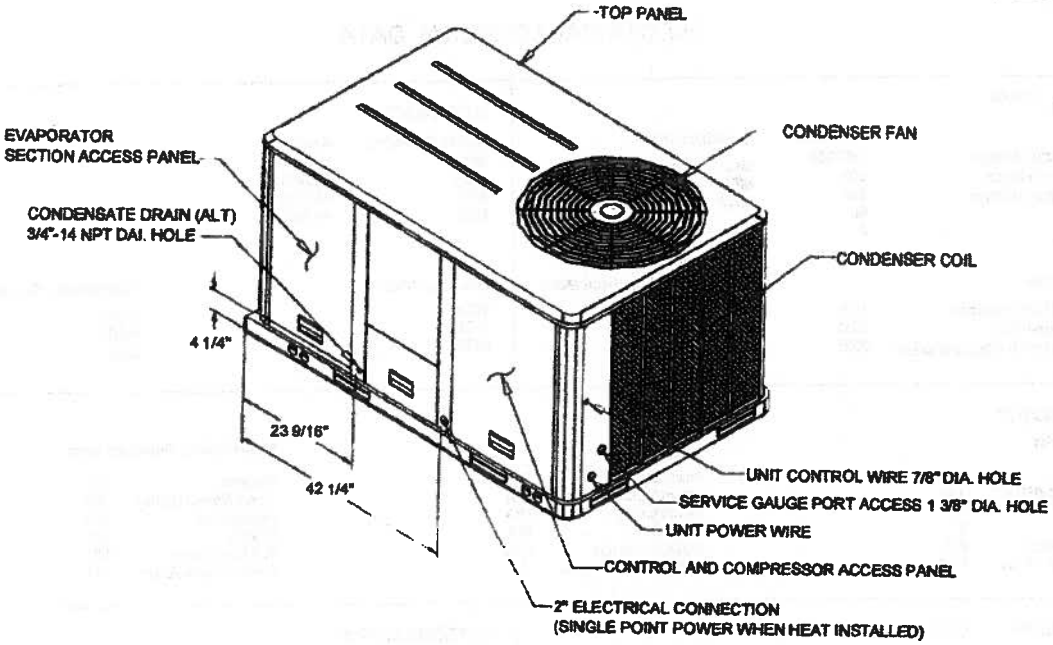
Information for LEED Projects

ASHRAE 90.1	Yes		
Refrig charge (HFC-410A) - ckt 1	7.3 lb	Compressor power	2.88 kW
Refrig charge (HFC-410A) - ckt 2	0.0 lb	Outdoor motor power	0.23 kW
Rated capacity (ARI)	37.00 MBh	Indoor mtr operating power	0.44 bhp
SEER/EER @ARI	13.00 btuh/watt	Exhaust fan power	0.330 hp

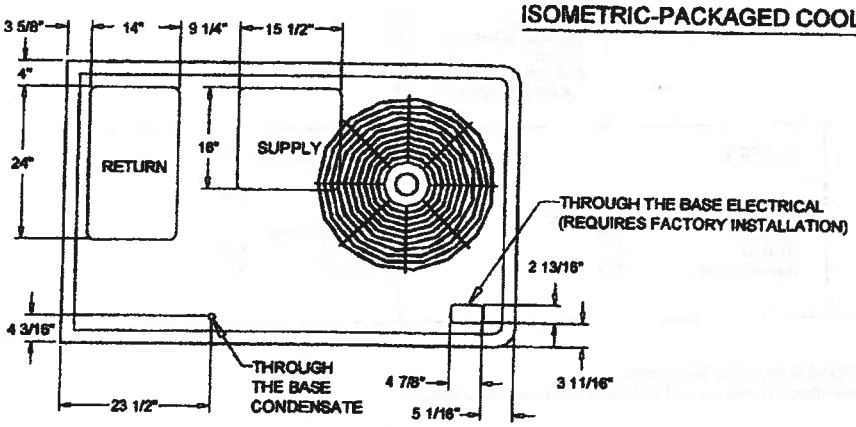
Note: This product meets the minimum equipment efficiency requirements of ASHRAE Standard 90.1-2004 and -2007 (which are based on ARI standard rating conditions) and, therefore, also meets the LEED "Minimum Energy Performance" prerequisite in the Energy and Atmosphere section. The power data listed above is at actual user-entered conditions. Refer to the product catalog for performance at ARI standard rating conditions.

The LEED Green Building Rating System™, developed by the U.S. Green Building Council, provides independent, third-party verification that a building project meets green building and performance measures.

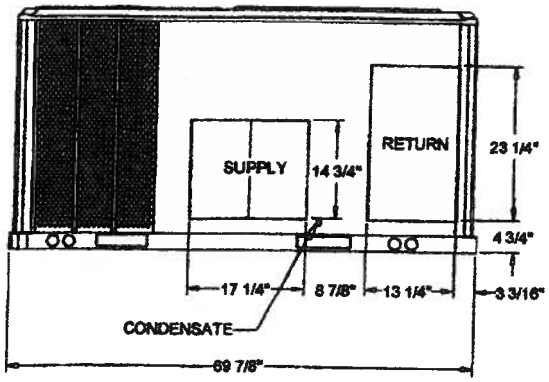
Electrical values provided are estimated only and are subject to change without notice and may differ from nameplate values.
Field installed low or high static drive kits may be needed. Please check the fan performance tables in the product catalog for application ranges.



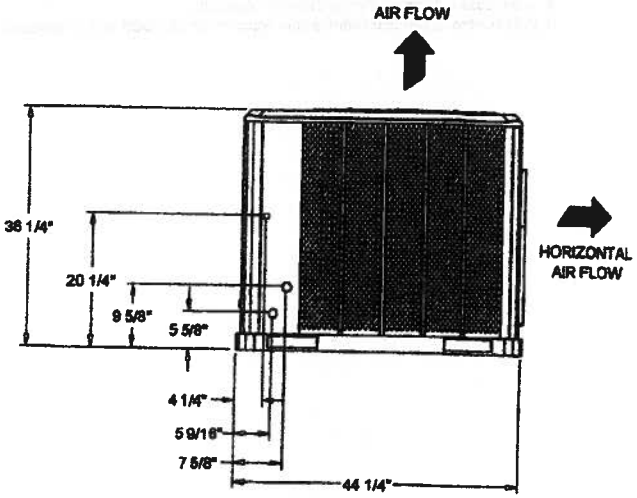
ISOMETRIC-PACKAGED COOLING



DOWNFLOW-PENETRATION



HORIZONTAL-PENETRATION



RIGHT-PACKAGED COOLING

ALL WEIGHTS AND DIMENSIONS ARE APPROXIMATE. CERTIFIED PRINTS ARE AVAILABLE UPON REQUEST.

ELECTRICAL / GENERAL DATA

GENERAL (2)(4)(6)

Model:	WSC036E	Oversized Motor	
Unit Operating Voltage:	187-256	MCA:	N/A
Unit Primary Voltage:	208	MFS:	N/A
Unit Secondary Voltage:	230	MCB:	N/A
Unit Hertz:	60		
Unit Phase:	3		
SEER	13.0		
Standard Motor		Field Installed Oversized Motor	
Minimum Circuit Ampacity:	23.8	MCA:	N/A
Maximum Fuse Size:	35.0	MFS:	N/A
Maximum (HACR) Circuit Breaker:	35.0	MCB:	N/A

WITH HEATER

Heater kW Rating	4.5/6.0		
Stage:	1		
MCA:	39.5/41.8		
MFS	45.0/50.0		
MCB	45.0/50.0		
Oversized Motor		Field Installed Oversized Motor	
MCA:		MCA:	
MFS:		MFS:	
MCB:		MCB:	

INDOOR MOTOR

Sandard Motor		Outsized Motor		Field Installed Oversized Motor	
Number:	1	Number:	N/A	Number:	N/A
Motor Speed (RRM):	1.0	Motor Speed (RRM):	N/A	Motor Speed (RRM):	N/A
Horsepower:	--	Horsepower:	N/A	Horsepower:	N/A
Phase:	3	Phase:	N/A	Phase:	N/A
Full Load Amps:	5.0	Full Load Amps:	N/A	Full Load Amps:	N/A
Locked Rotor Amps:	32.2	Locked Rotor Amps:	N/A	Locked Rotor Amps:	N/A

COMPRESSOR Circuit 1/2

Number:	1
Horsepower:	3.2
Phase:	3
Rated Load Amps:	13.5
Locked Rotor Amps:	88.0

OUTDOOR MOTOR

Number:	1
Horsepower:	0.25
Motor Speed (RRM):	1075
Phase:	3
Full Load Amps:	2.0
Locked Rotor Amps:	4.4

POWER EXHAUST ACCESSORY (3)

(Field Installed Power Exhaust)

Phase:	N/A
Horsepower:	N/A
Motor Speed (RPM):	N/A
Full Load Amps:	N/A
Locked Rotor Amps:	N/A

FILTERS

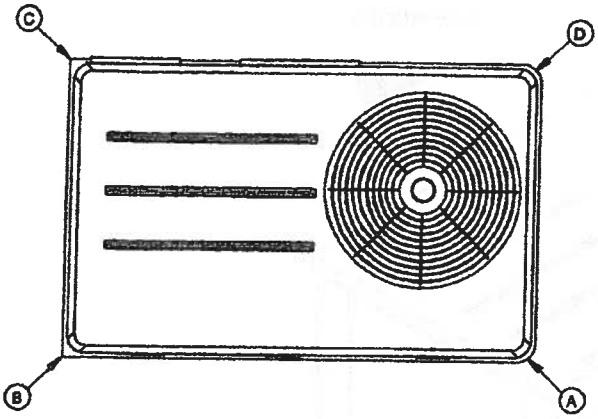
Type:	Throwaway
Furnished:	Yes
Number	2
Recommended	20"x30"x1"

REFRIGERANT (2)

Type	R410
Factory Charge	
Cirult #1	7.3 lb
Cirult #2	N/A

NOTES:

1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value does not include Power Exhaust Accessory.
4. Value includes oversized motor.
5. Value does not include Power Exhaust Accessory.
6. EER is rated at ARI conditions and in accordance with DOE test procedures.



PACKAGED HEAT PUMP

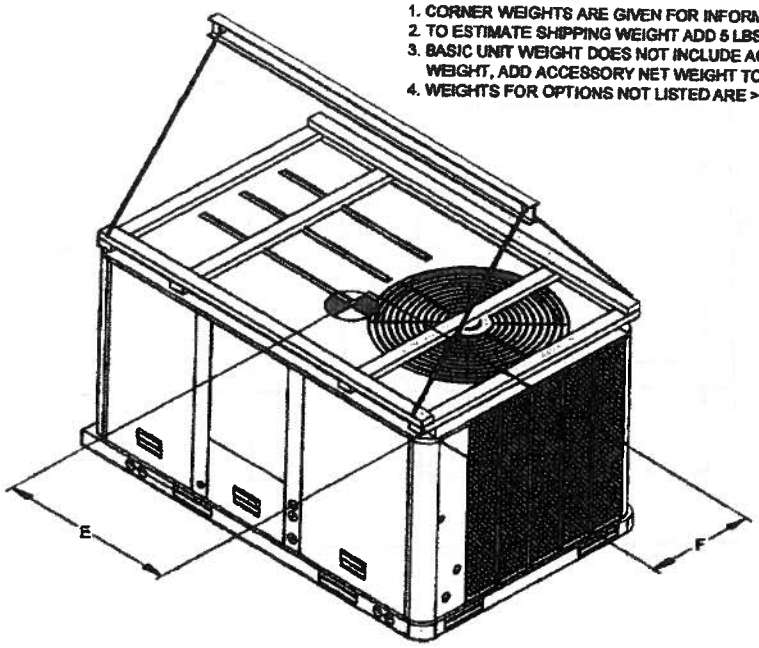
CORNER WEIGHT

INSTALLED ACCESSORIES NET WEIGHT DATA

ACCESSORY	WEIGHTS
ECONOMIZER	26.0 lb
MOTORIZED OUTSIDE AIR DAMPER	
MANUAL OUTSIDE AIR DAMPER	
BAROMETRIC RELIEF	
OVERSIZED MOTOR	N/A
BELT DRIVE MOTOR	
POWER EXHAUST	N/A
HEATER	15.0 lb
THROUGHT THE BASE ELECTRICAL (FIOPS)	
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)	
UNIT MOUNTED DISCONNECT (FIOPS)	
POWERED CONVENIENCE OUTLET (FIOPS)	
HINGED DOORS (FIOPS)	
HAIL GUARD	
SMOKE DETECTOR, SUPPLY / RETURN	
ROOF CURB	N/A

BASIC UNIT WEIGHTS		CORNER WEIGHTS				CENTER OF GRAVITY	
SHIPPING	NET	A	177.0 lb	C	113.0 lb	(E) LENGHT	(F) WIDTH
589.0 lb	514.0 lb	B	107.0 lb	D	117.0 lb	29"	20"

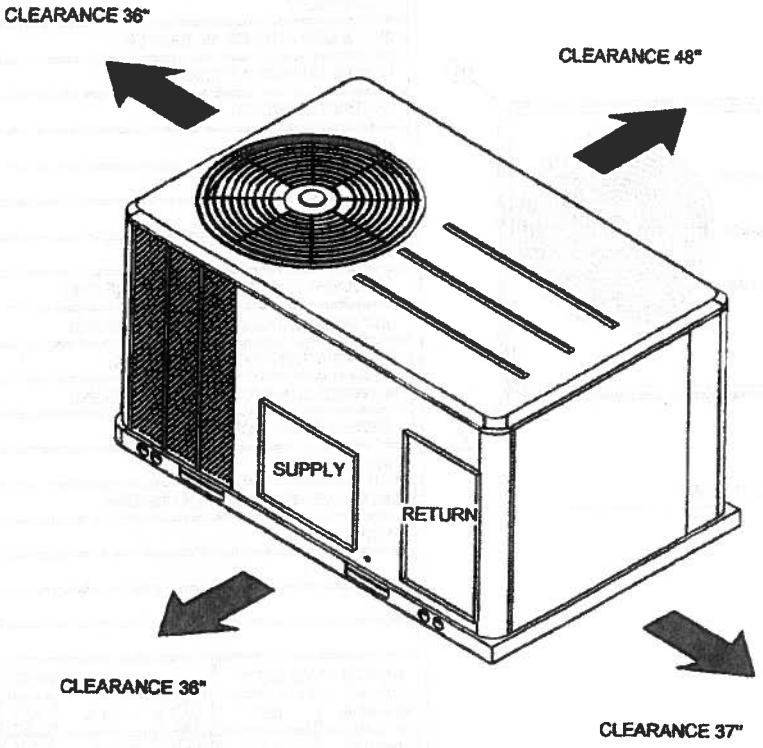
NOTE:
1. CORNER WEIGHTS ARE GIVEN FOR INFORMATION ONLY.
2. TO ESTIMATE SHIPPING WEIGHT ADD 5 LBS TO NET WEIGHT.
3. BASIC UNIT WEIGHT DOES NOT INCLUDE ACCESSORY WEIGHT. TO OBTAIN TOTAL WEIGHT, ADD ACCESSORY NET WEIGHT TO BASIC UNIT WEIGHT.
4. WEIGHTS FOR OPTIONS NOT LISTED ARE >5 LBS.



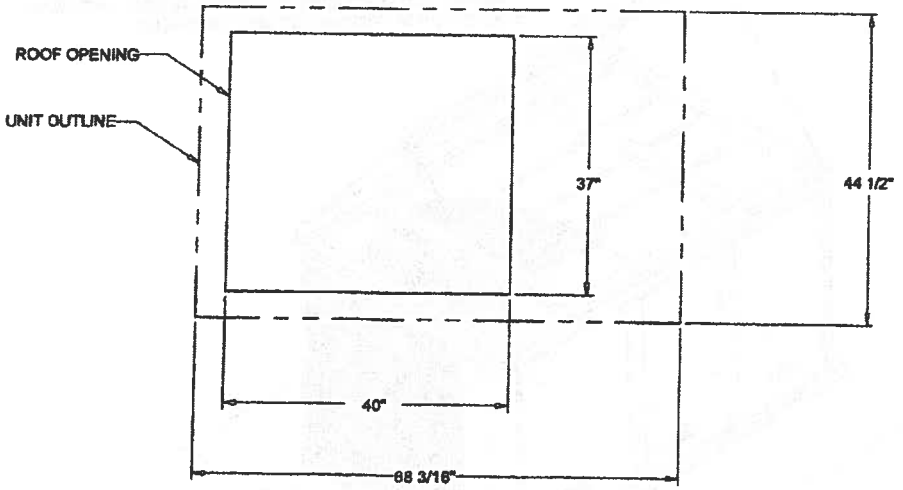
PACKAGED HEAT PUMP

RIGGING AND CENTER OF GRAVITY

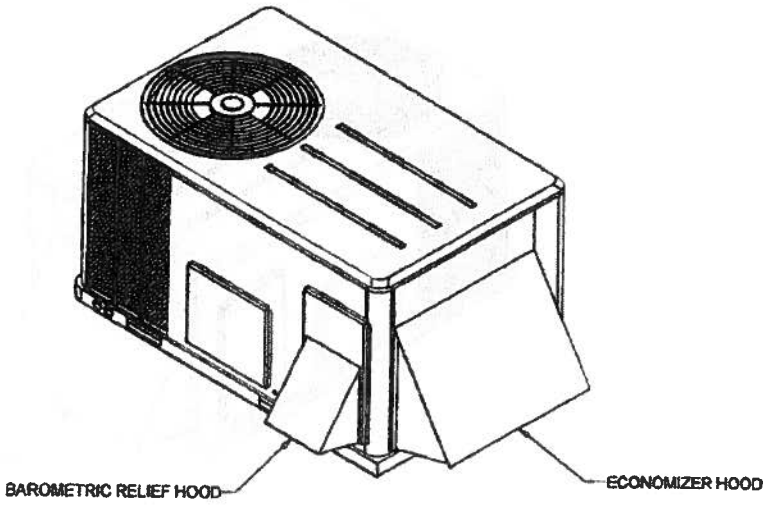
CLEARANCE FROM TOP OF UNIT 72"

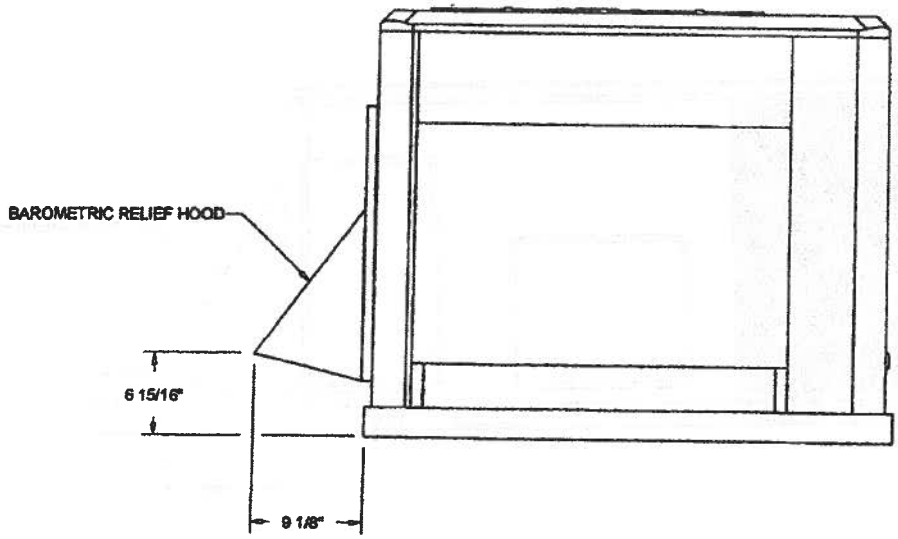


PACKAGED COOLING CLEARANCE

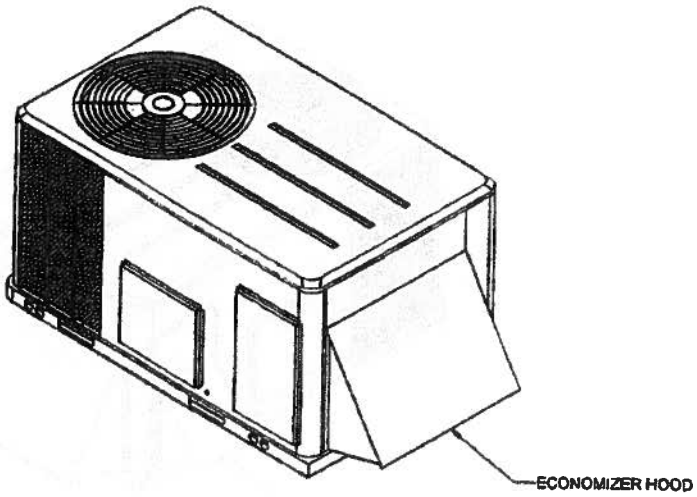


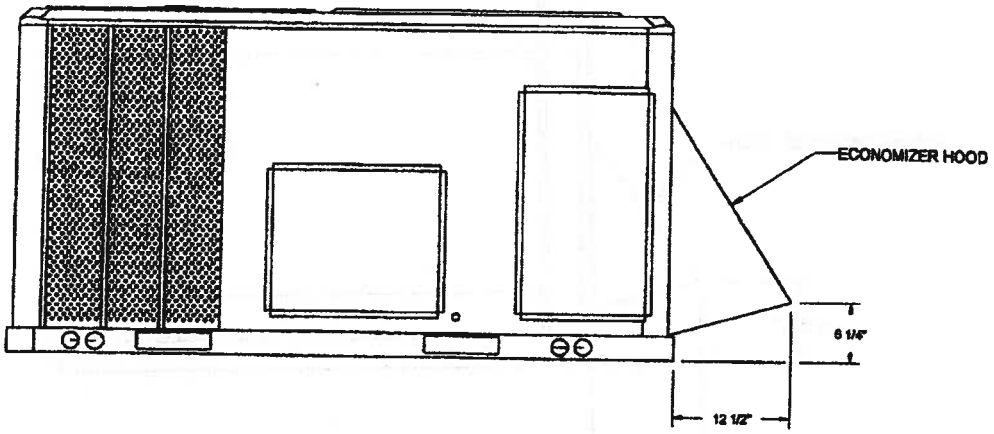
DOWNFLOW-ROOF OPENING





ACCESSORY - BAROMETRIC RELIEF DAMPER HOOD





ACCESSORY - ECONOMIZER HOOD

5 TON

General

The units shall be convertible airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for units with microprocessor controls. Operating range for units with electromechanical controls shall be between 115°F and 40°F. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be UL listed and labeled, classified in accordance to UL 1995/CAN/CSA No. 236-M90 for Central Cooling Air Conditioners. Canadian units shall be CSA Certified.

Casing

Unit casing shall be constructed of zinc coated, heavy gauge, and galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. All exposed vertical panels and top covers in the indoor air section shall be insulated with a cleanable foil-faced, fire-retardant permanent, odorless glass fiber material. All insulation edges shall be either captured or sealed. The unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 1 1/8" high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting, with forklift capabilities on three sides of the unit.

Unit Top

The top cover shall be one piece construction or, where seams exist, it shall be double-hemmed and gasket-sealed. The ribbed top adds extra strength and enhances water removal from unit top.

Filters

1", throwaway filters shall be standard on all ton units. The filter rack can be converted to two inch capability. 2" filters shall be factory supplied on all ton units. Optional 2" pleated filters shall be available.

Compressors

All units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Internal overloads shall be provided with the scroll compressors. Crankcase heaters shall be included in 6-10 Ton.

Refrigerant Circuits

Service pressure ports, and refrigerant line filter driers are factory-installed as standard. An area shall be provided for replacement suction line driers.

Evaporator and Condenser Coils

Internally finned, 5/16? copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 200 psig and pressure tested to 450 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A removable, reversible, double-sloped condensate drain pan with provision for through the base condensate drain is standard.

Outdoor Fans

The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.

Indoor Fan

All 3-5 ton 1-phase units offer shall be direct drive type. All 3 phase ID motors shall be belt drive type with FC fans with adjustable sheaves. All motors shall be thermally protected. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).

Controls

Unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A choice of microprocessor or electromechanical controls shall be available. Microprocessor controls provide for volt control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized Microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection.

Supply and/or Return Air Smoke Detector

With this option, if smoke is detected, all unit operation will be shut down. Reset will be manual at the unit. Return Air Smoke Detectors require minimum allowable airflow when used with certain models. See the Installation, Operation, and Maintenance (IOM) manual for the models affected and the minimum allowable airflow required. This option is available for microprocessor controlled units.

Economizer

This accessory shall be available with or without barometric relief. The assembly includes fully modulating 0-100 percent motor and dampers, minimum position setting, preset linkage, wiring harness with plug, spring return actuator and fixed dry bulb control. The barometric relief shall provide a pressure operated damper that shall be gravity closing and shall prohibit entrance of outside air during the equipment off cycle. Optional solid state or differential enthalpy control shall be available for either factory or field installation. The economizer arrives in the shipping position and shall be moved to the operating position by the installing contractor.

Electric Heaters

Electric heat modules shall be available for installation within basic unit. Electric heater elements shall be constructed of heavy-duty nickel chromium elements internally delta connected for 240 volt, wye connected for 480 and 600 volt. Staging shall be achieved through ReliaTel. Each heater package shall have automatically reset high limit control operating through heating element contactors. All heaters shall be individually fused from the factory, where required, and shall meet all NEC and CEC requirements when properly installed. Power assemblies shall provide single point connection. Electric heat modules shall be UL listed or CSA certified.

Frostat

This option is to be utilized as a safety device. The Frostat opens when temperatures on the evaporator coil fall below 10°F. The temperature will need to rise to 50°F before closing. This option should be utilized in low airflow or high outside air applications. (Cooling with Electric Heat Only.)

3-10Ton R-410 Packaged Heat Pump

Job Information

ALPINE REFRIGERATION -- OAK HARBOR S CTR

Tag	W4C-2		
Quantity	1	Model number	WSC060

Unit Information

Tonnage	5 Ton	Unit function	DX cooling
Min. unit operating weight	682.0 lb	Max unit operating weight	944.0 lb
Design Airflow	2000 cfm		

Cooling Information

Gross Total Capacity	63.44 MBh	Gross Sensible Capacity	47.24 MBh
Gross Latent Capacity	16.20 MBh	Net total capacity	61.30 MBh
Net sensible capacity	45.11 MBh	Net sensible heat ratio	0.74 Number
Cooling EDB	80.00 F	Cooling EWB	67.00 F
Cooling LDB	58.15 F	Cooling LWB	56.74 F
Ambient Temperature	95.00 F		

Heating Information

Heating capacity	6 kW@240,480,600 derate to unit voltage	Output htg capacity	57.29 MBh
Output htg capacity w/fan	59.42 MBh	Heating EAT	70.00 F
Heating LAT	96.52 F	Heating delta T	26.52 F

Motor/Electrical Information

Tonnage	5 Ton	Design ESP	0.500 in H2O
Indoor Motor power	0.45 kW	Indoor mtr operating power	0.60 bhp
Indoor srpm	848 rpm	Outdoor motor power	0.36 kW
Compressor power	4.21 kW	System power	5.02 kW
MCA	45.80 A	MOP	60.00 A
MCA for 230v w/elec heat	48.20 A	MOP for 230v w/ elec heat	60.00 A
Condenser fan FLA	2.50 A	Evaporator fan RLA	5.00 A
Compressor 1 RLA	18.10 A		

Electrical values provided are estimated only and are subject to change without notice and may differ from nameplate values.
Field installed low or high static drive kits may be needed. Please check the fan performance tables in the product catalog for application ranges.

5/26/2010 Product Version 1.0.0.0

3-10Ton R-410 Packaged Heat Pump

Job Information

ALPINE REFRIGERATION -- OAK HARBOR S CTR

Tag	W4C-2		
Quantity	1	Model number	WSC060

Information for LEED Projects

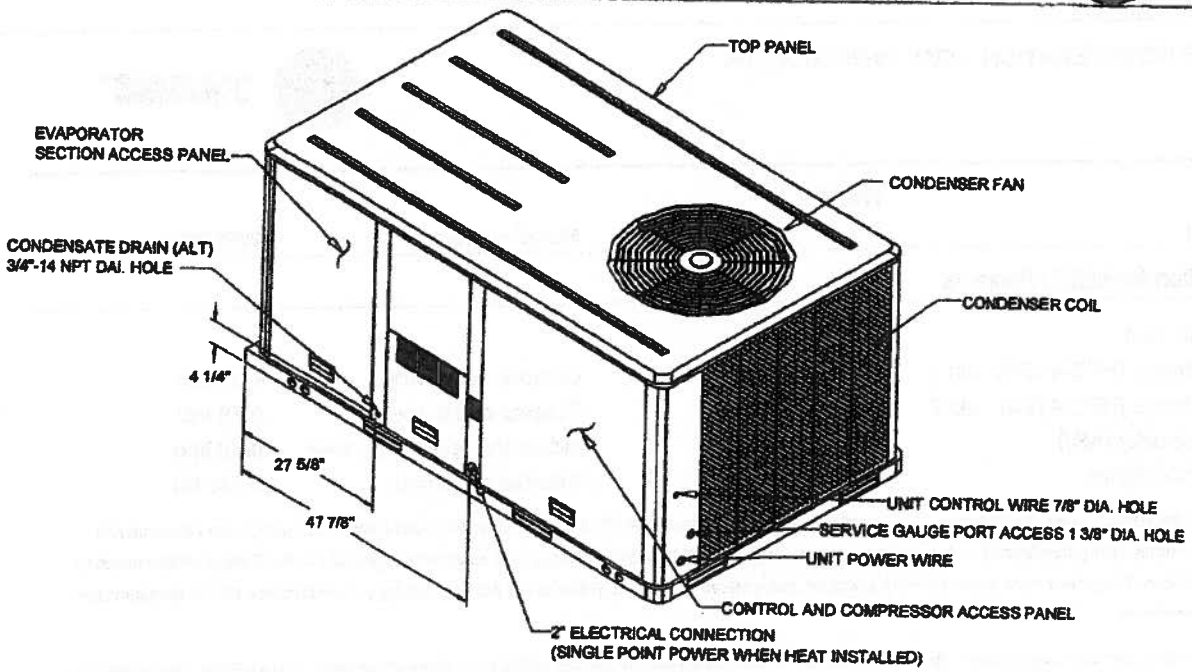
ASHRAE 90.1	Yes		
Refrig charge (HFC-410A) - ckt 1	10.6 lb	Compressor power	4.21 kW
Refrig charge (HFC-410A) - ckt 2	0.0 lb	Outdoor motor power	0.36 kW
Rated capacity (ARI)	62.00 MBh	Indoor mtr operating power	0.60 bhp
SEER/EER @ARI	13.00 btuh/watt	Exhaust fan power	0.330 hp

Note: This product meets the minimum equipment efficiency requirements of ASHRAE Standard 90.1-2004 and -2007 (which are based on ARI standard rating conditions) and, therefore, also meets the LEED "Minimum Energy Performance" prerequisite in the Energy and Atmosphere section. The power data listed above is at actual user-entered conditions. Refer to the product catalog for performance at ARI standard rating conditions.

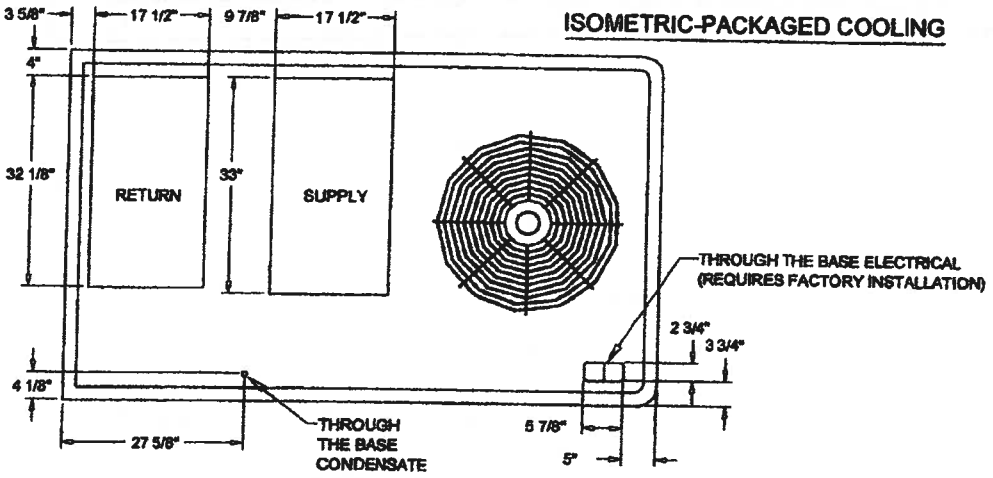
The LEED Green Building Rating System™, developed by the U.S. Green Building Council, provides independent, third-party verification that a building project meets green building and performance measures

Electrical values provided are estimated only and are subject to change without notice and may differ from nameplate values.
Field installed low or high static drive kits may be needed. Please check the fan performance tables in the product catalog for application ranges.

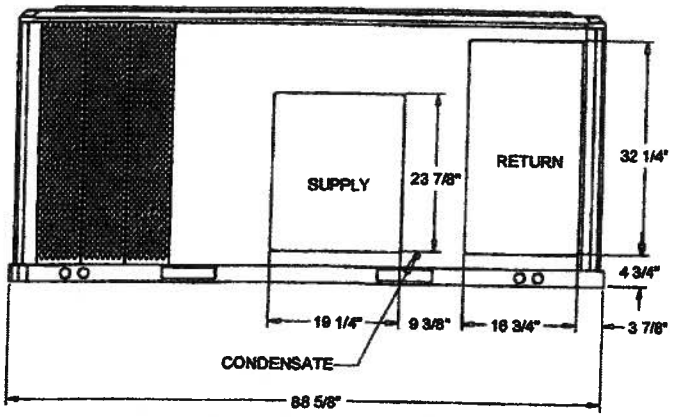
5/26/2010 Product Version 1.0.0.0



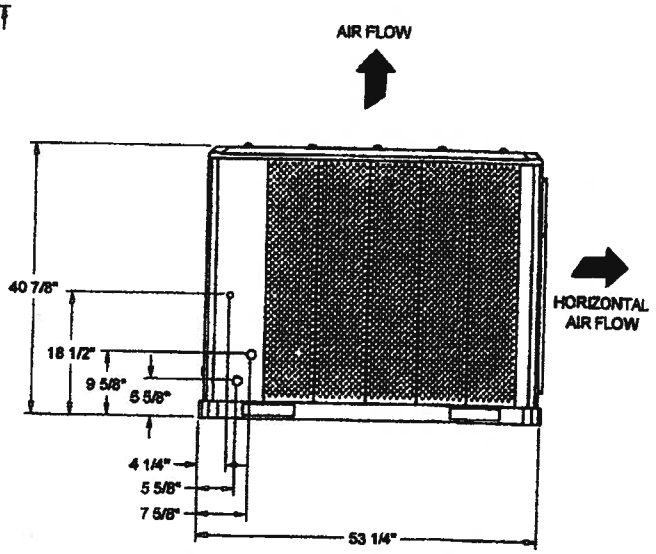
ISOMETRIC-PACKAGED COOLING



DOWNFLOW-PENETRATION



HORIZONTAL-PENETRATION



RIGHT-PACKAGED COOLING

ALL WEIGHTS AND DIMENSIONS ARE APPROXIMATE. CERTIFIED PRINTS ARE AVAILABLE UPON REQUEST.

ELECTRICAL / GENERAL DATA

GENERAL (2)(4)(5)

Model:	WSC060E	Oversized Motor	
Unit Operating Voltage:	187-256	MCA:	N/A
Unit Primary Voltage:	208	MFS:	N/A
Unit Secondary Voltage:	230	MCB:	N/A
Unit Hertz:	60		
Unit Phase:	3		
SEER	13.0		
Standard Motor		Field Installed Oversized Motor	
Minimum Circuit Ampacity:	30.0	MCA:	N/A
Maximum Fuse Size:	45.0	MFS:	N/A
Maximum (HACR) Circuit Breaker:	45.0	MCB:	N/A

WITH HEATER

Heater KW Rating :	4.5/6.0		
Stage:	1		
MCA:	45.8/48.2		
MFS	60.0/60.0		
MCB	60.0/60.0		
Oversized Motor		Field Installed Oversized Motor	
MCA:		MCA:	
MFS:		MFS:	
MCB:		MCB:	

INDOOR MOTOR

	Sandard Motor	Outsized Motor	Field Installed Oversized Motor
Number:	1	N/A	N/A
Motor Speed (RRM):	1.0	N/A	N/A
Horsepower:	--	N/A	N/A
Phase:	3	N/A	N/A
Full Load Amps:	5.0	N/A	N/A
Locked Rotor Amps:	32.2	N/A	N/A

COMPRESSOR Circuit 1/2

Number:	1
Horsepower:	4.7
Phase:	3
Rated Load Amps:	18.1
Locked Rotor Amps:	158.0

OUTDOOR MOTOR

Number:	1
Horsepower:	0.40
Motor Speed (RRM):	1075
Phase:	3
Full Load Amps:	2.5
Locked Rotor Amps:	6.6

POWER EXHAUST ACCESSORY (3)

(Field Installed Power Exhaust)

Phase:	N/A
Horsepower:	N/A
Motor Speed (RPM):	N/A
Full Load Amps:	N/A
Locked Rotor Amps:	N/A

FILTERS

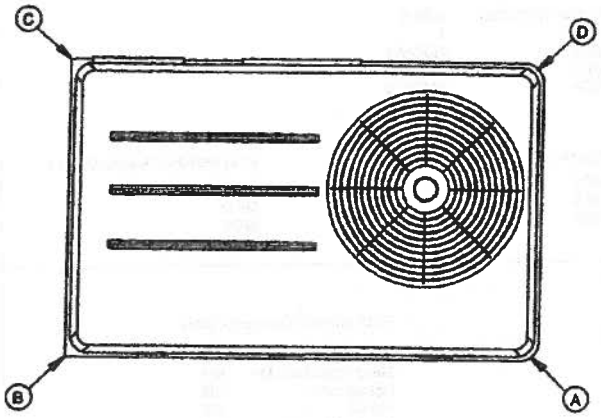
Type:	Throwaway
Furnished:	Yes
Number	4
Recommended	16"x25"x2"

REFRIGERANT (2)

Type	R410
Factory Charge	
Ciruit #1	10.6 lb
Ciruit #2	N/A

NOTES:

1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value does not include Power Exhaust Accessory.
4. Value includes oversized motor.
5. Value does not include Power Exhaust Accessory.
6. EER is rated at ARI conditions and in accordance with DOE test procedures.



PACKAGED HEAT PUMP

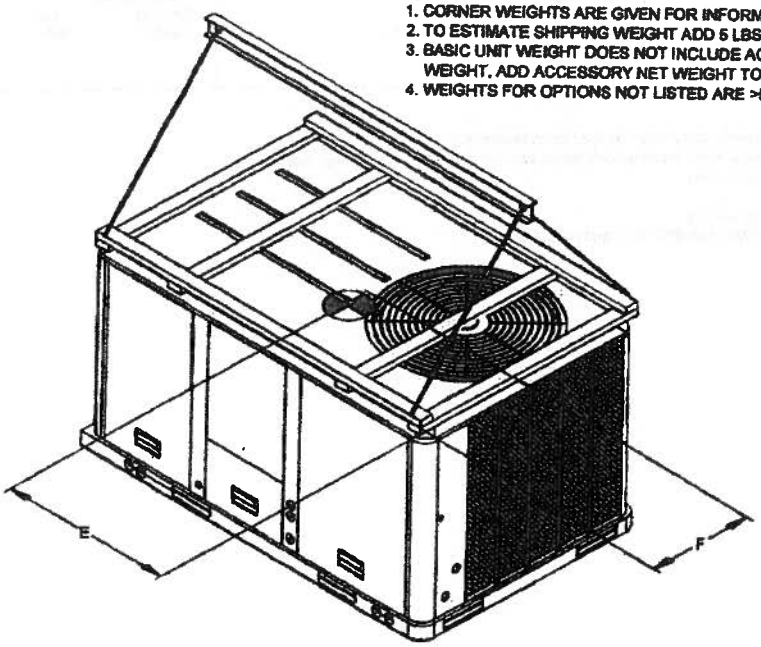
CORNER WEIGHT

INSTALLED ACCESSORIES NET WEIGHT DATA

ACCESSORY	WEIGHTS
ECONOMIZER	36.0 lb
MOTORIZED OUTSIDE AIR DAMPER	
MANUAL OUTSIDE AIR DAMPER	
BAROMETRIC RELIEF	
OVERSIZED MOTOR	N/A
BELT DRIVE MOTOR	
POWER EXHAUST	N/A
HEATER	30.0 lb
THROUGHT THE BASE ELECTRICAL (FIOPS)	
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)	
UNIT MOUNTED DISCONNECT (FIOPS)	
POWERED CONVENIENCE OUTLET (FIOPS)	
HINGED DOORS (FIOPS)	
HAIL GUARD	
SMOKE DETECTOR, SUPPLY / RETURN	7.0 lb
ROOF CURB	N/A

BASIC UNIT WEIGHTS		CORNER WEIGHTS				CENTER OF GRAVITIY	
SHIPPING	NET	A	228.0 lb	C	114.0 lb	(E) LENGHT	(F) WIDTH
825.0 lb	682.0 lb	B	177.0 lb	D	163.0 lb	38"	24"

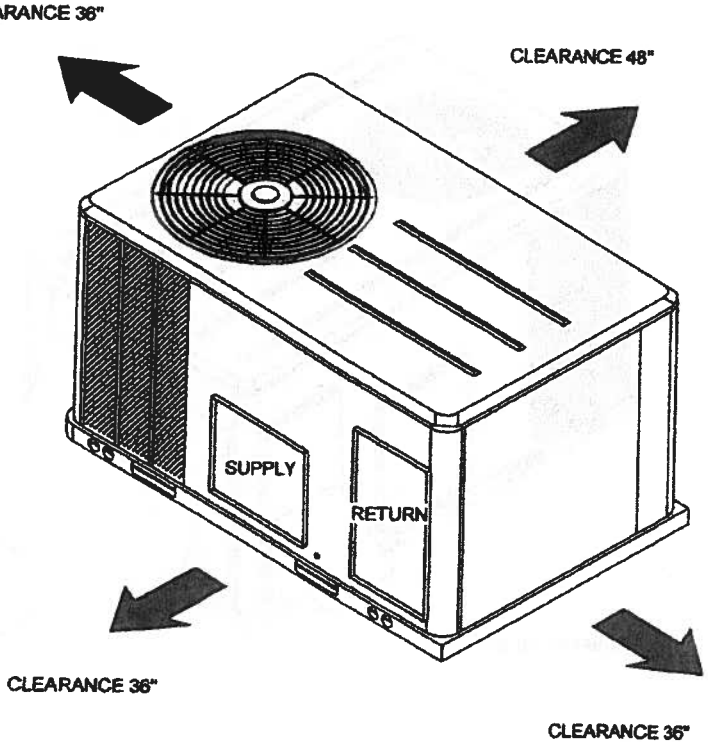
NOTE:
1. CORNER WEIGHTS ARE GIVEN FOR INFORMATION ONLY.
2. TO ESTIMATE SHIPPING WEIGHT ADD 5 LBS TO NET WEIGHT.
3. BASIC UNIT WEIGHT DOES NOT INCLUDE ACCESSORY WEIGHT. TO OBTAIN TOTAL WEIGHT, ADD ACCESSORY NET WEIGHT TO BASIC UNIT WEIGHT
4. WEIGHTS FOR OPTIONS NOT LISTED ARE >5 LBS.



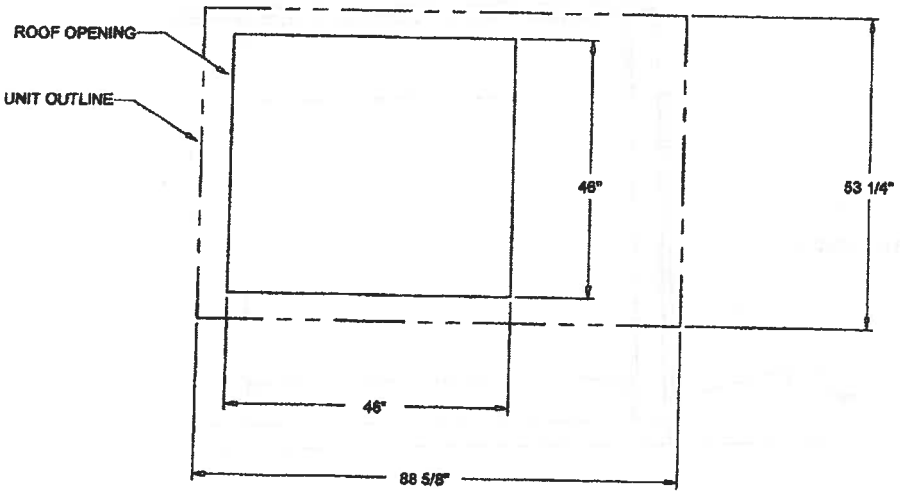
PACKAGED HEAT PUMP

RIGGING AND CENTER OF GRAVITY

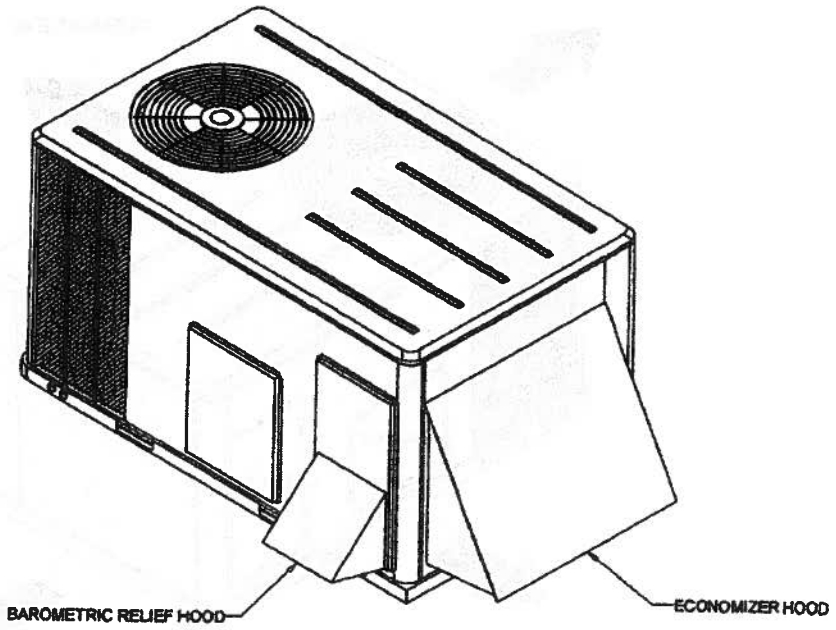
CLEARANCE FROM TOP OF UNIT 72"

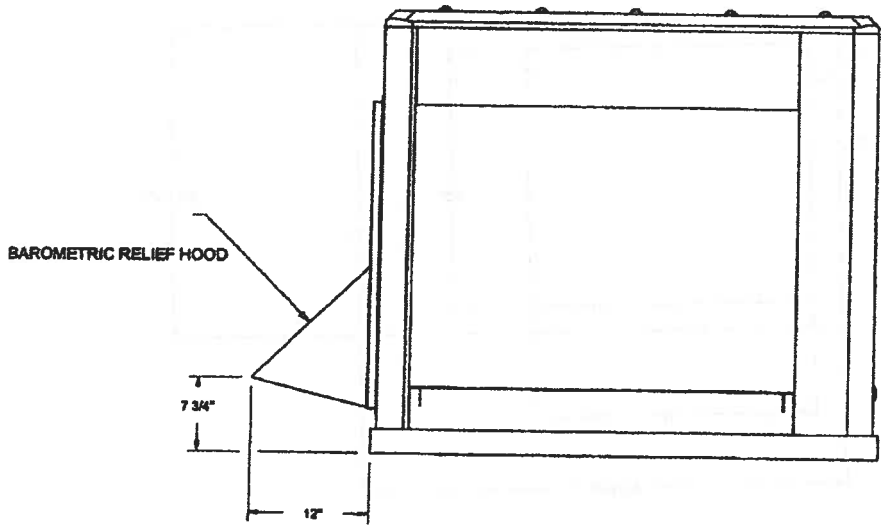


HORIZONTAL-PACKAGED COOLING CLEARANCE

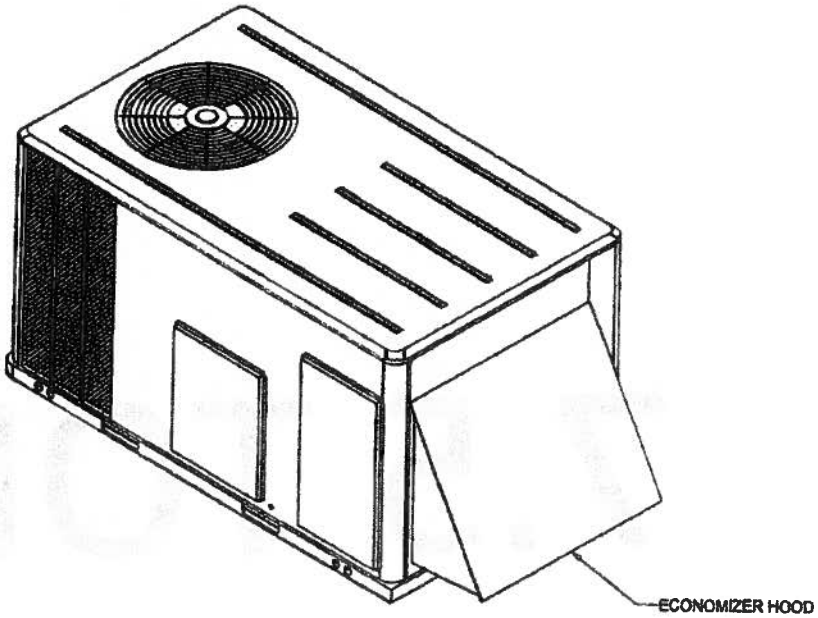


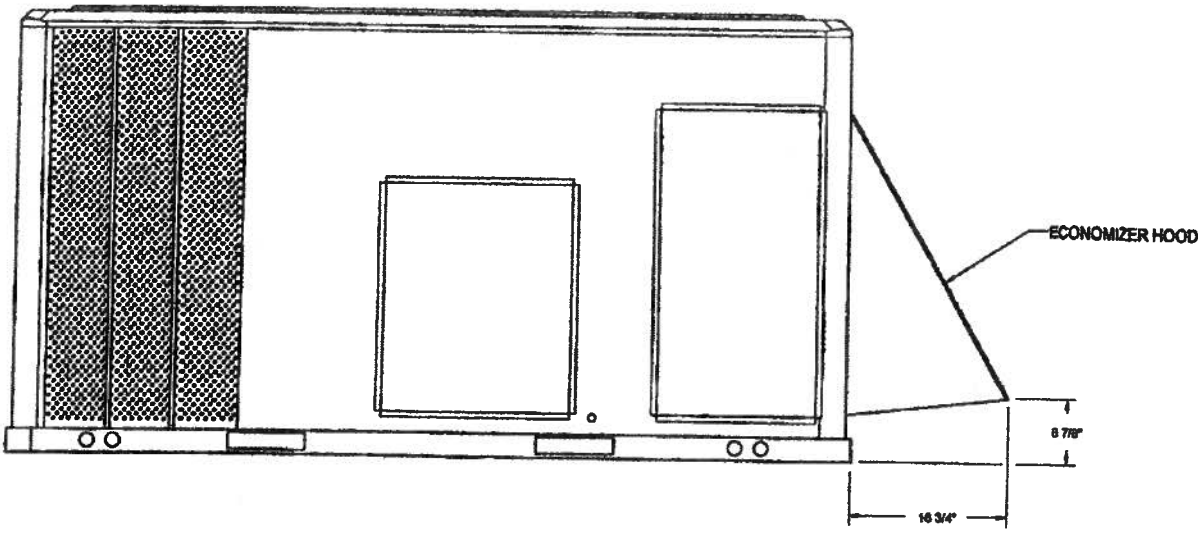
DOWNFLOW-PACKAGED COOLING CLEARANCE





ACCESSORY - BAROMETRIC RELIEF DAMPER HOOD





ACCESSORY - ECONOMIZER HOOD

7.5 TON

General

The units shall be convertible airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for units with microprocessor controls. Operating range for units with electromechanical controls shall be between 115°F and 40°F. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be UL listed and labeled, classified in accordance to UL 1995/CAN/CSA No. 236-M90 for Central Cooling Air Conditioners. Canadian units shall be CSA Certified.

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Unit casing shall be constructed of zinc coated, heavy gauge, and galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. All exposed vertical panels and top covers in the indoor air section shall be insulated with a cleanable foil-faced, fire-retardant permanent, odorless glass fiber material. All insulation edges shall be either captured or sealed. The unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 1 1/8" high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting, with forklift capabilities on three sides of the unit.

Unit Top

The top cover shall be one piece construction or, where seams exist, it shall be double-hemmed and gasket-sealed. The ribbed top adds extra strength and enhances water removal from unit top.

Filters

1", throw away filters shall be standard on all ton units. The filter rack can be converted to two inch capability. 2" filters shall be factory supplied on all ton units. Optional 2" pleated filters shall be available.

Compressors

All units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Internal overloads shall be provided with the scroll compressors. Crankcase heaters shall be included in 6-10 Ton.

Refrigerant Circuits

Service pressure ports, and refrigerant line filter driers are factory-installed as standard. An area shall be provided for replacement suction line driers.

Evaporator and Condenser Coils

Internally finned, 5/16? copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 200 psig and pressure tested to 450 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A removable, reversible, double-sloped condensate drain pan with provision for through the base condensate drain is standard.

Outdoor Fans

The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.

Indoor Fan

All 3-5 ton 1-phase units offer shall be direct drive type. All 3 phase ID motors shall be belt drive type with FC fans with adjustable sheaves. All motors shall be thermally protected. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).

Controls

Unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A choice of microprocessor or electromechanical controls shall be available. Microprocessor controls provide for volt control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized Microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection.

Supply and/or Return Air Smoke Detector

With this option, if smoke is detected, all unit operation will be shut down. Reset will be manual at the unit. Return Air Smoke Detectors require minimum allowable airflow when used with certain models. See the Installation, Operation, and Maintenance (IOM) manual for the models affected and the minimum allowable airflow required. This option is available for microprocessor controlled units.

Economizer

This accessory shall be available with or without barometric relief. The assembly includes fully modulating 0-100 percent motor and dampers, minimum position setting, preset linkage, wiring harness with plug, spring return actuator and fixed dry bulb control. The barometric relief shall provide a pressure operated damper that shall be gravity closing and shall prohibit entrance of outside air during the equipment off cycle. Optional solid state or differential enthalpy control shall be available for either factory or field installation. The economizer arrives in the shipping position and shall be moved to the operating position by the installing contractor.

Electric Heaters

Electric heat modules shall be available for installation within basic unit. Electric heater elements shall be constructed of heavy-duty nickel chromium elements internally delta connected for 240 volt, wye connected for 480 and 600 volt. Staging shall be achieved through ReliaTel. Each heater package shall have automatically reset high limit control operating through heating element contactors. All heaters shall be individually fused from the factory, where required, and shall meet all NEC and CEC requirements when properly installed. Power assemblies shall provide single point connection. Electric heat modules shall be UL listed or CSA certified.

Frostat

This option is to be utilized as a safety device. The Frostat opens when temperatures on the evaporator coil fall below 10°F. The temperature will need to rise to 50°F before closing. This option should be utilized in low airflow or high outside air applications. (Cooling with Electric Heat Only.)

3-10Ton R-410 Packaged Heat Pump

Job Information

ALPINE REFRIGERATION -- OAK HARBOR S CTR

TRANE

Tag	W4C-3		
Quantity	1	Model number	WSC090

Unit Information

Tonnage	7.5 Ton	Unit function	DX cooling
Min. unit operating weight	804.0 lb	Max unit operating weight	993.0 lb
Design Airflow	3000 cfm		

Cooling Information

Gross Total Capacity	94.00 MBh	Gross Sensible Capacity	69.29 MBh
Gross Latent Capacity	24.71 MBh	Net total capacity	90.97 MBh
Net sensible capacity	66.25 MBh	Net sensible heat ratio	0.73 Number
Cooling EDB	80.00 F	Cooling EWB	67.00 F
Cooling LDB	58.64 F	Cooling LWB	56.88 F
Ambient Temperature	95.00 F		

Heating Information

Heating capacity	18 kW3ph@240,480,600 derate to unit volt	Output htg capacity	83.21 MBh
Output htg capacity w/fan	86.24 MBh	Heating EAT	70.00 F
Heating LAT	95.68 F	Heating delta T	25.68 F

Motor/Electrical Information

Tonnage	7.5 Ton	Design ESP	0.500 in H2O
Indoor Motor power	0.69 kW	Indoor mtr operating power	0.93 bhp
Indoor srpm	706 rpm	Outdoor motor power	0.71 kW
Compressor power	6.88 kW	System power	8.29 kW
MCA	85.20 A	MOP	100.00 A
MCA for 230v w/elec heat	92.50 A	MOP for 230v w/ elec heat	100.00 A
Condenser fan FLA	3.50 A	Evaporator fan RLA	3.60 A
Compressor 1 RLA	25.00 A		

Electrical values provided are estimated only and are subject to change without notice and may differ from nameplate values.
Field installed low or high static drive kits may be needed. Please check the fan performance tables in the product catalog for application ranges.

5/26/2010 Product Version 1.0.0.0

3-10Ton R-410 Packaged Heat Pump

Job Information

ALPINE REFRIGERATION -- OAK HARBOR S CTR

TRANE

Tag	W4C-3		
Quantity	1	Model number	WSC090

Information for LEED Projects

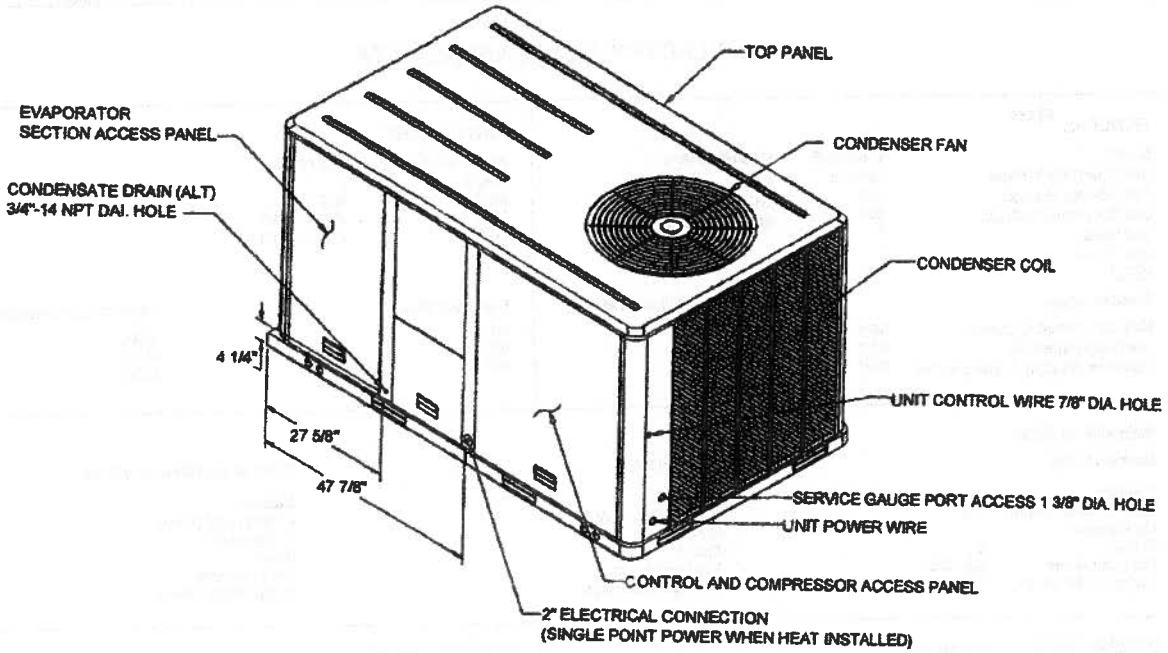
ASHRAE 90.1	Yes	IEER	12.00
Refrig charge (HFC-410A) - ckt 1	13.8 lb	Compressor power	6.88 kW
Refrig charge (HFC-410A) - ckt 2	0.0 lb	Outdoor motor power	0.71 kW
Rated capacity (ARI)	89.00 MBh	Indoor mtr operating power	0.93 bhp
SEER/EER @ARI	11.10 btuh/watt	Exhaust fan power	0.870 hp

Note: This product meets the minimum equipment efficiency requirements of ASHRAE Standard 90.1-2004 and -2007 (which are based on ARI standard rating conditions) and, therefore, also meets the LEED "Minimum Energy Performance" prerequisite in the Energy and Atmosphere section. The power data listed above is at actual user-entered conditions. Refer to the product catalog for performance at ARI standard rating conditions.

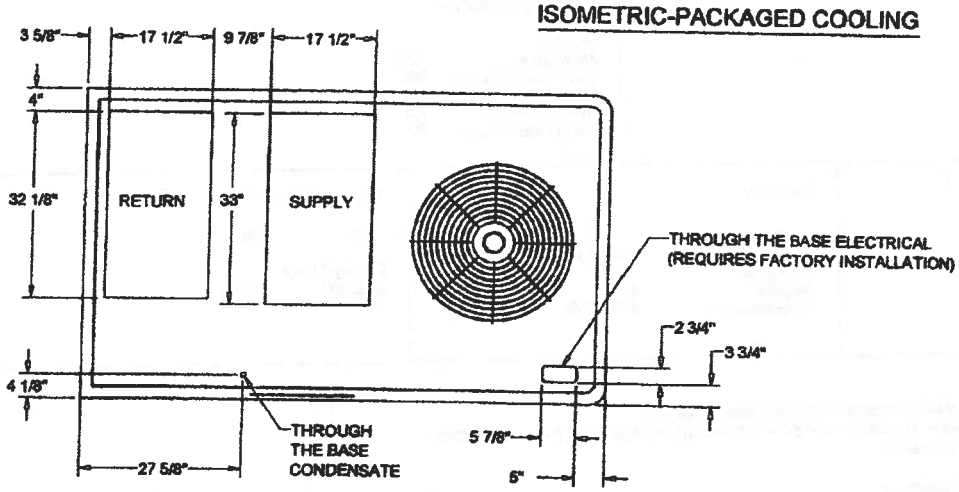
The LEED Green Building Rating System™, developed by the U.S. Green Building Council, provides independent, third-party verification that a building project meets green building and performance measures.

Electrical values provided are estimated only and are subject to change without notice and may differ from nameplate values.
Field installed low or high static drive kits may be needed. Please check the fan performance tables in the product catalog for application ranges.

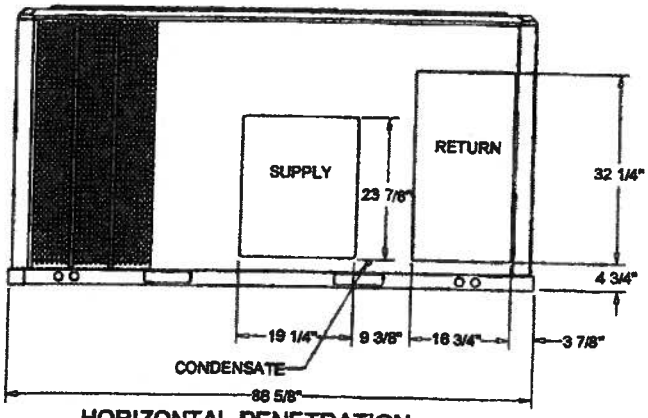
5/26/2010 Product Version 1.0.0.0



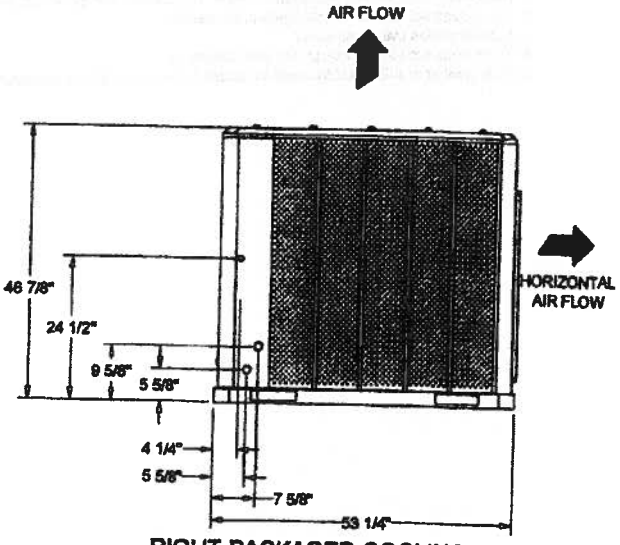
ISOMETRIC-PACKAGED COOLING



DOWNFLOW-PENETRATION



HORIZONTAL-PENETRATION



RIGHT-PACKAGED COOLING

ALL WEIGHTS AND DIMENSIONS ARE APPROXIMATE. CERTIFIED PRINTS ARE AVAILABLE UPON REQUEST.

ELECTRICAL / GENERAL DATA

GENERAL (2)(4)(5)

Model:	WSC090E	Oversized Motor
Unit Operating Voltage:	187-256	MCA:
Unit Primary Voltage:	208	MFS:
Unit Secondary Voltage:	230	MCB:
Unit Hertz:	60	
Unit Phase:	3	
SEER		

Standard Motor		Field Installed Oversized Motor
Minimum Circuit Ampacity:	38.4	MCA:
Maximum Fuse Size:	60.0	MFS:
Maximum (HACR) Circuit Breaker:	60.0	MCB:

WITH HEATER

Heater kW Rating	13.5 / 18.0
Stage:	1
MCA:	85.2 / 92.5
MFS	100.0 / 100.0
MCB	100.0 / 100.0

Oversized Motor	Field Installed Oversized Motor
MCA:	MCA:
MFS:	MFS:
MCB:	MCB:

INDOOR MOTOR

	Standard Motor	Outsized Motor	Field Installed Oversized Motor
Number:	1	Number:	Number:
Motor Speed (RRM):	1.0	Motor Speed (RRM):	Motor Speed (RRM):
Horsepower:	--	Horsepower:	Horsepower:
Phase:	3	Phase:	Phase:
Full Load Amps:	3.6 - 3.5	Full Load Amps:	Full Load Amps:
Locked Rotor Amps:	12.5	Locked Rotor Amps:	Locked Rotor Amps:

COMPRESSOR Circuit 1/2

Number:	1
Horsepower:	7.3
Phase:	3
Rated Load Amps:	25.0
Locked Rotor Amps:	164.0

OUTDOOR MOTOR

Number:	1
Horsepower:	0.75
Motor Speed (RRM):	1100
Phase:	3
Full Load Amps:	3.5
Locked Rotor Amps:	9.3

POWER EXHAUST ACCESSORY (3)

(Field Installed Power Exhaust)

Phase:	
Horsepower:	
Motor Speed (RPM):	
Full Load Amps:	
Locked Rotor Amps:	

FILTERS

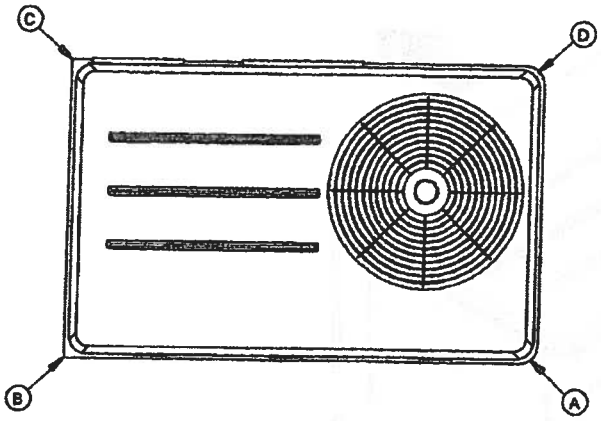
Type:	Throwaway
Furnished:	Yes
Number	4
Recommended	20"x25"x2"

REFRIGERANT (2)

Type	R410
Factory Charge	
Cirult #1	13.8 lb
Cirult #2	N/A

NOTES:

1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value does not include Power Exhaust Accessory.
4. Value includes oversized motor.
5. Value does not include Power Exhaust Accessory.
6. EER is rated at ARI conditions and in accordance with DOE test procedures.



PACKAGED HEAT PUMP

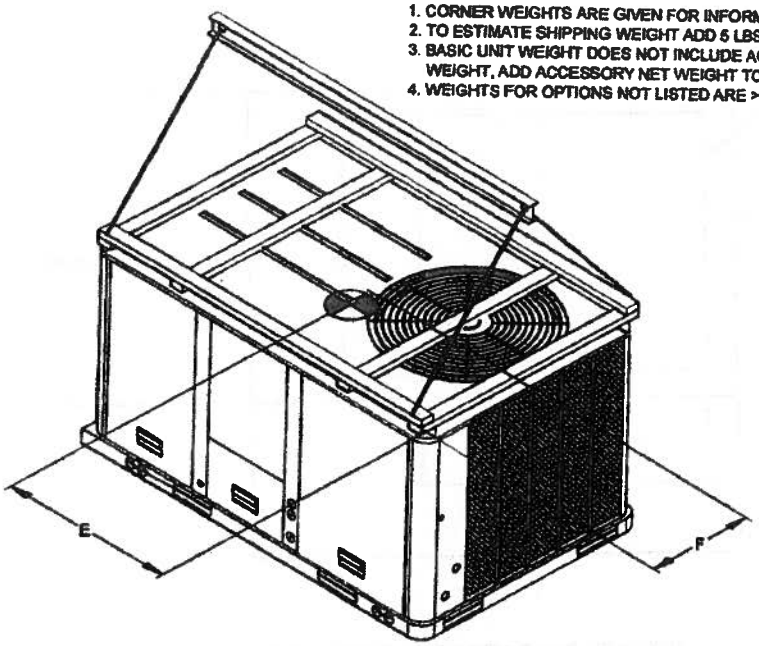
CORNER WEIGHT

INSTALLED ACCESSORIES NET WEIGHT DATA

ACCESSORY	WEIGHTS
ECONOMIZER	36.0 lb
MOTORIZED OUTSIDE AIR DAMPER	
MANUAL OUTSIDE AIR DAMPER	
BAROMETRIC RELIEF	
OVERSIZED MOTOR	
BELT DRIVE MOTOR	
POWER EXHAUST	
HEATER	30.0 lb
THROUGHT THE BASE ELECTRICAL (FIOPS)	
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)	
UNIT MOUNTED DISCONNECT (FIOPS)	
POWERED CONVENIENCE OUTLET (FIOPS)	
HINGED DOORS (FIOPS)	
HAIL GUARD	
SMOKE DETECTOR, SUPPLY / RETURN	7.0 lb
ROOF CURB	N/A

BASIC UNIT WEIGHTS		CORNER WEIGHTS				CENTER OF GRAVITY	
SHIPPING	NET	A	217.0 lb	C	153.0 lb	(E) LENGHT	(F) WIDTH
902.0 lb	804.0 lb	B	217.0 lb	D	180.0 lb	41"	22"

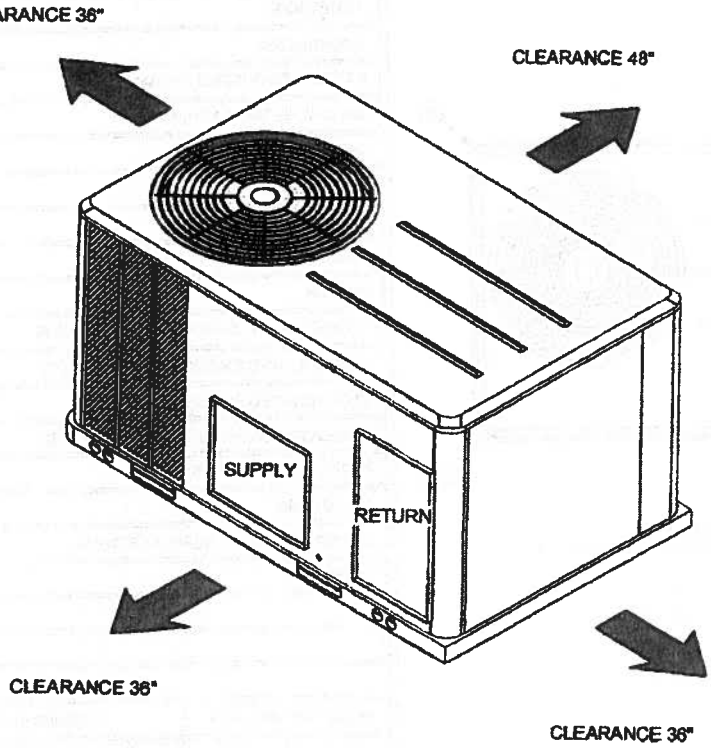
NOTE:
1. CORNER WEIGHTS ARE GIVEN FOR INFORMATION ONLY.
2. TO ESTIMATE SHIPPING WEIGHT ADD 5 LBS TO NET WEIGHT.
3. BASIC UNIT WEIGHT DOES NOT INCLUDE ACCESSORY WEIGHT. TO OBTAIN TOTAL WEIGHT, ADD ACCESSORY NET WEIGHT TO BASIC UNIT WEIGHT.
4. WEIGHTS FOR OPTIONS NOT LISTED ARE >5 LBS.



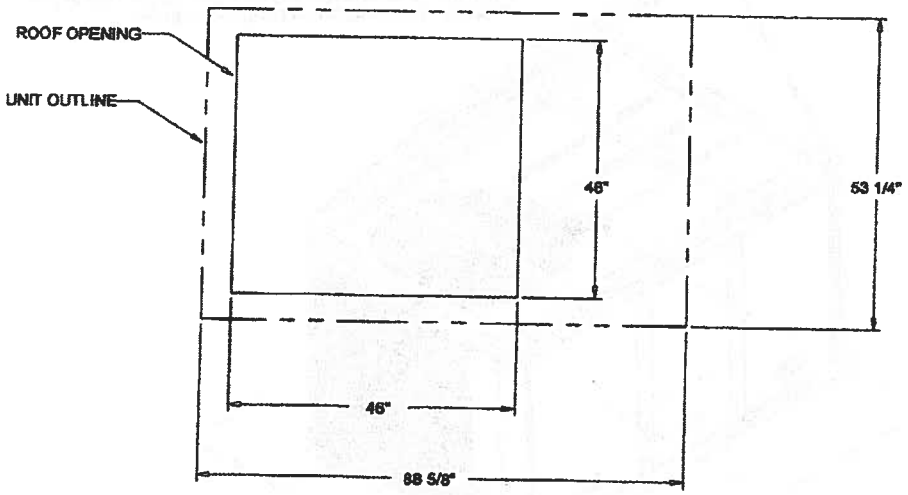
PACKAGED HEAT PUMP

RIGGING AND CENTER OF GRAVITY

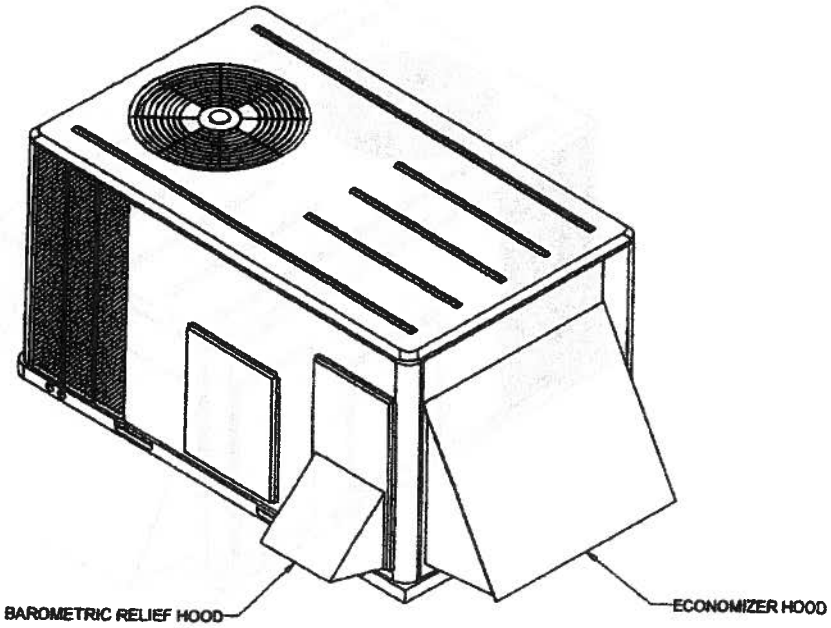
CLEARANCE FROM TOP OF UNIT 72"

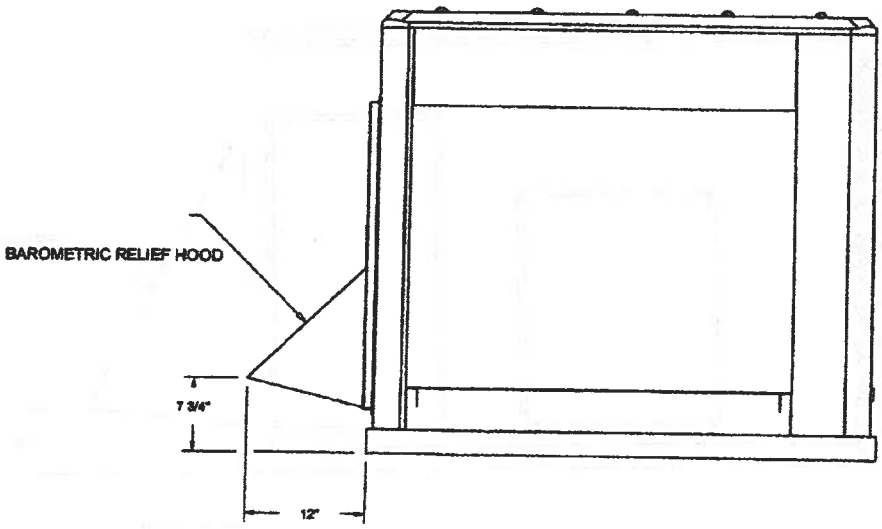


HORIZONTAL-PACKAGED COOLING CLEARANCE

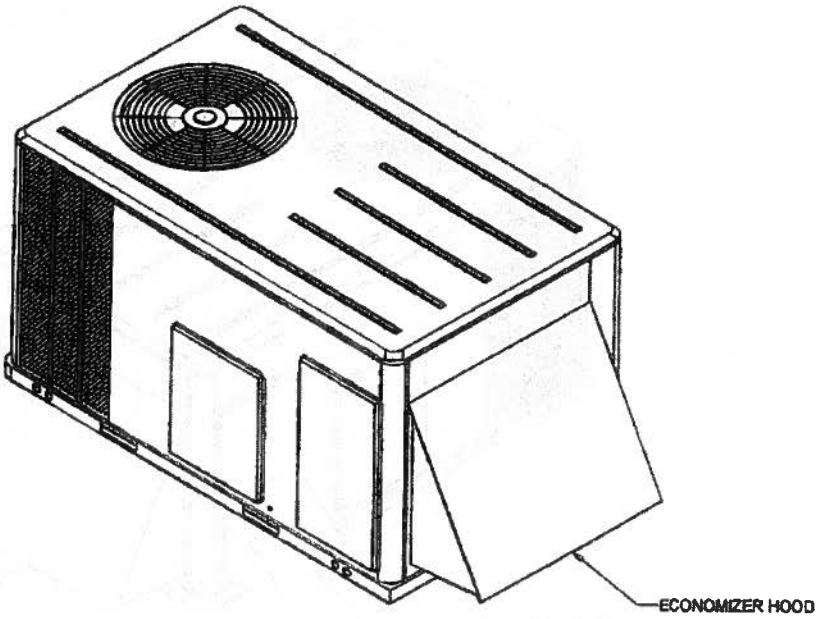


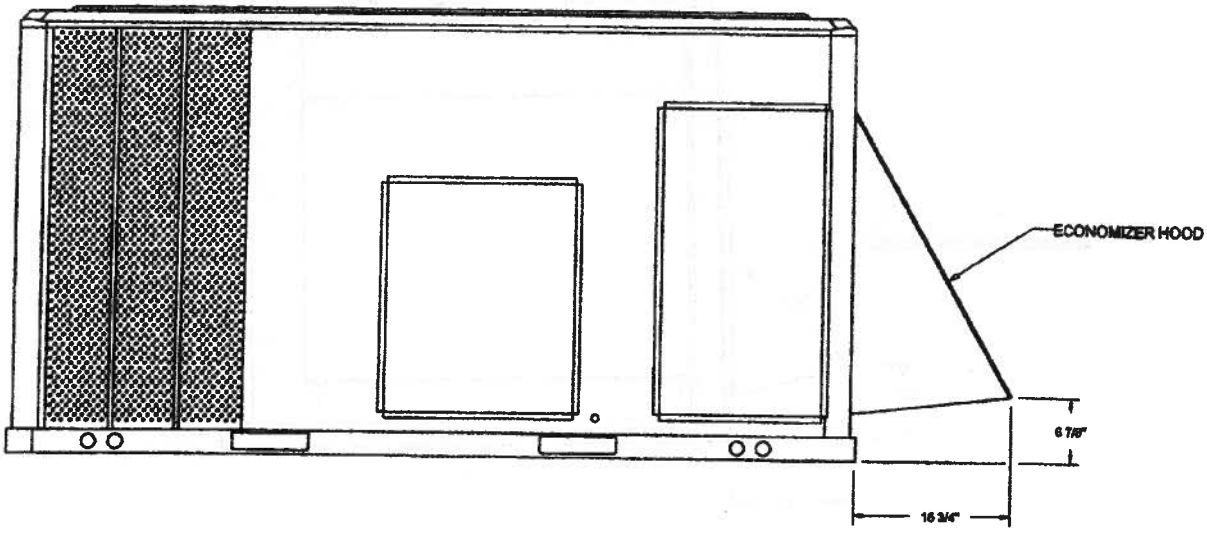
DOWNFLOW-PACKAGED COOLING CLEARANCE





ACCESSORY - BAROMETRIC RELIEF DAMPER HOOD





ACCESSORY - ECONOMIZER HOOD

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. d/A 5E
Date: April 19, 2011
Subject: Noise Permit – Chamber of Commerce – Holland Happening

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 Oak Harbor Chamber of Commerce for amplified sound associated with the upcoming Holland Happening Event.

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 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 Chamber of Commerce has submitted a Noise Permit request for amplified sound associated with planned entertainment at the Holland Happening event scheduled for April 29-May 1, 2011. The request states an entertainment stage will feature amplified back up music for dances and live cultural bands.

It is anticipated the music will occur between 10:00 a.m. and 7:00 p.m. on Saturday, April 30 and between 10:00 a.m. and 5:00 p.m. on Sunday, May 1, 2011. The stage will be located in front of Whidbey Coffee, 980 SE Pioneer Way.

The Application was reviewed by Fire, Police, and Public Works Departments. A condition of approval for the permit will be to face the speakers away from the campground area.

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:	Oak Harbor Chamber of Commerce
Location of Event:	Pioneer Way – in front of Whidbey Coffee
Dates of Event:	April 29-May 1, 2011
Hours of Operation:	April 30, 10:00 a.m. – 7:00 p.m. May 1, 10:00 a.m. – 5:00 p.m.
Permitted Noise:	Amplified backup music for dancers and live cultural bands
Approval Conditions:	Face speakers away from campground area.
Date of City Council Approval:	

Issued this day of April, 2011.

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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. d/A 5F
Date: April 19, 2011
Subject: Noise Permit – Unity Fellowship

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 Unity Fellowship Church for amplified sound associated with the annual Juneteenth event.

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 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 Unity Fellowship Church has submitted a Noise Permit request for amplified sound associated with the annual Juneteenth event scheduled for June 18th, 2011. The amplified sound will consist of a sound system with speakers and a microphone for music during the event between the hours of 7:00 a.m. and 4:00 p.m.

The Application was reviewed by Fire, Police, and Public Works Departments. A condition of approval for the permit will be to face the speakers away from the campground area.

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:	Unity Fellowship Church
Location of Event:	Windjammer Park – Kitchen A and surrounding area
Date of Event:	June 18, 2011
Hours of Operation:	7:00 a.m. – 4:00 p.m.
Permitted Noise:	Sound system with speakers and a microphone for music
Approval Conditions:	Face speakers away from campground area.
Date of City Council Approval:	

Issued this day of April, 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. CA 5G
Date: April 19, 2011
Subject: Noise Permit – Oak Harbor Christian School – Fun Run

FROM: Paul Schmidt, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Jim Slowik, Mayor

Doug Merriman, Finance Director

for 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 Oak Harbor Christian School for amplified sound associated with the annual Eagle Fun Run event.

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 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 Oak Harbor Christian School has submitted a Noise Permit request for amplified sound associated with the annual Eagle Fun Run event scheduled for April 30, 2011. The amplified sound will consist of a sound system with speakers and a microphone for announcements during the event, which will take place between the hours of 8:00 a.m. – 9:00 a.m.

The Application was reviewed by Fire, Police, and Public Works Departments. A condition of approval for the permit will be to face the speakers away from the campground area.

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:	Oak Harbor Christian School
Location of Event:	South End of Windjammer Park
Date of Event:	April 30, 2011
Hours of Operation:	8:00 a.m. – 9:00 a.m.
Permitted Noise:	Sound system with speakers and microphone for announcements
Approval Conditions:	Face speakers away from campground area.
Date of City Council Approval:	

Issued this day of April, 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. CA 5H
Date: April 19, 2011
Subject: Noise Permit – Hammond/Dooney Wedding

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 William Hammond for amplified sound associated with a wedding and reception event.

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 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:

William Hammond has submitted a Noise Permit request for amplified sound associated with a wedding/reception event scheduled for June 26th, 2011. The amplified sound will consist of a sound system with speakers for music during the wedding and reception between the hours of noon and 5:00 p.m.

The Application was reviewed by Fire, Police, and Public Works Departments. A condition of approval for the permit will be to face the speakers away from the campground area.

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:	William Hammond
Location of Event:	Windjammer Park –Gazebo and surrounding area
Date of Event:	June 26, 2011
Hours of Operation:	Noon – 5:00 p.m.
Permitted Noise:	Sound system with speakers for music.
Approval Conditions:	Face speakers away from campground area.
Date of City Council Approval:	

Issued this day of April, 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. C/A 51
Date: April 19, 2011
Subject: Hearing Examiner Contract

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 presents renewal of our two-year contract for Hearing Examiner services with Michael Bobbink.

AUTHORITY

The Hearing Examiner shall perform all of the duties set forth in Oak Harbor Municipal Code Chapters 17.05, 17.06, 17.10, 17.12, 17.14, 17.18, 17.22, 17.28, 18.20, 18.30 and 18.40 and all other actions reasonably necessary to fulfill the obligations of the position, as established by state statute or City ordinance. The provisions of RCW 35.63.130 are incorporated by this reference as if fully set forth herein.

SUMMARY STATEMENT

The City began a two year contract relationship with Michael Bobbink in April of 2009 and we wish to continue with the two year contract. As in the past two years, this professional service contract compensation is based on a flat fee in the amount of $1,500 per month.

STANDING COMMITTEE REPORT

This agenda item was scheduled for and presented to the April 12, 2011 Governmental Services Standing Committee.

RECOMMENDED ACTION:

Approval for the Mayor to renew the hearing examiner contract with Michael Bobbink for the next two years per the terms of the attached agreement.

ATTACHMENTS:

1. Professional Services Agreement with Hearing Examiner Michael Bobbink.

MAYOR'S COMMENTS:

HEARING EXAMINER SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 5th day of May, 2011, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and MICHAEL BOBBINK hereinafter referred to as the "HEARING EXAMINER".

WHEREAS, there is a need to have Hearing Examiner Services for the City; and

WHEREAS, the Mayor may appoint a Hearing Examiner; and

WHEREAS, Michael Bobbink is an attorney admitted to the Washington State Bar and an experienced Hearing Examiner who has demonstrated the ability to perform the duties of Hearing Examiner in a competent, professional, fair and impartial manner; and

WHEREAS, the Mayor recommends Michael Bobbink be retained on contract under the terms and conditions set forth herein; not, therefore,

In consideration of the mutual benefits to be derived by the parties herein, the parties agree as follows:

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

1. Duties. The Hearing Examiner shall perform all of the duties set forth in OHMC Chapters 18.20 and 18.30 and all other actions reasonably necessary to fulfill the obligations of the position, as established by state statute or City ordinance. The provisions of RCW 35.63.130 are incorporated by this reference as if fully set forth herein.

2. The Hearing Examiner shall adopt such rules as he deems necessary to performance of the duties of Hearing Examiner pursuant to City Code.

3. Term. This Agreement shall be in effect for two (2) years from the date of execution thereof.

4. Compensation and Method of Payment.

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

   4.2 No payment shall be made for any service rendered by the HEARING EXAMINER except for services identified and set forth in this Agreement.

4.3 The Hearing Examiner shall provide services to the City and shall be paid One Thousand Five Hundred Dollars ($1,500.00) per month for the services of Hearing Examiner and performing of the duties described herein.

5. Reports and Inspections.

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

5.2 Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the Examiner under this Agreement shall become the property of the City upon payment of the Examiner's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Examiner.

6. Independent Contractor Relationship.

The Examiner is an independent contractor for the performance of services under this Agreement. The Examiner is also an appointed City official. The City shall not be liable for, nor obligated to pay to the Examiner, or any employee of the Examiner, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Examiner which may arise as an incident of the Examiner performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Examiner.

7. Taxes. The Examiner will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Examiner.

8. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties, and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way.

9. Hold Harmless/Indemnification.

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

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

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

10. Compliance with Laws.

The HEARING EXAMINER, 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.

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

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

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The HEARING EXAMINER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

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

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

12. Hearing Examiner Pro Tem. The Hearing Examiner, if unable to complete the services of Hearing Examiner for any reason (including conflicts or appearance of fairness) shall pay for the services of another Hearing Examiner. The City reserves the right to select the Hearing Examiner Pro Tem appointed pursuant to this provision.

13. Changes.

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

14. Maintenance and Inspection of Records.

The Examiner shall keep all records related to this Agreement for a period of three years following completion of the work for which the Examiner is retained. The Examiner shall return the City's original records to the City. The Examiner shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Examiner. Upon request, the Examiner will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Examiner, but the Examiner may charge the City for copies requested for any other purpose.

15. Other Provisions.

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

16. Termination.

This Agreement can only be terminated for criminal law violations, malfeasance in office or sustained findings of violation of the Rules of Professional Conduct (RPCs).

17. Notice.

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

18. Attorneys Fees and Costs.

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

19. Jurisdiction and Venue.

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

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

20. Severability.

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

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

21. Waiver.

The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

22. Entire Agreement.

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

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

CITY:	HEARING EXAMINER:
CITY OF OAK HARBOR 865 SE Barrington Drive Oak Harbor, WA 98277	Michael Bobbink 528 Clark Road Bellingham, WA 98225
_____ Jim Slowik, Mayor	_____ Michael Bobbink

Attest:

_____
Connie Wheeler, City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. 6
Date: April 19, 2011
Subject: Oak Harbor Fire Department 2010 Annual Report

FROM: **Mark Soptich, Fire Chief**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE
To present the Oak Harbor Fire Department 2010 Annual Report to the City Council.

AUTHORITY
No authority required. An annual report will be given.

SUMMARY STATEMENT
This report provides the activities, events, and accomplishments for each of the divisions of the department for 2010.

STANDING COMMITTEE REVIEW
This report will be presented to the full Council.

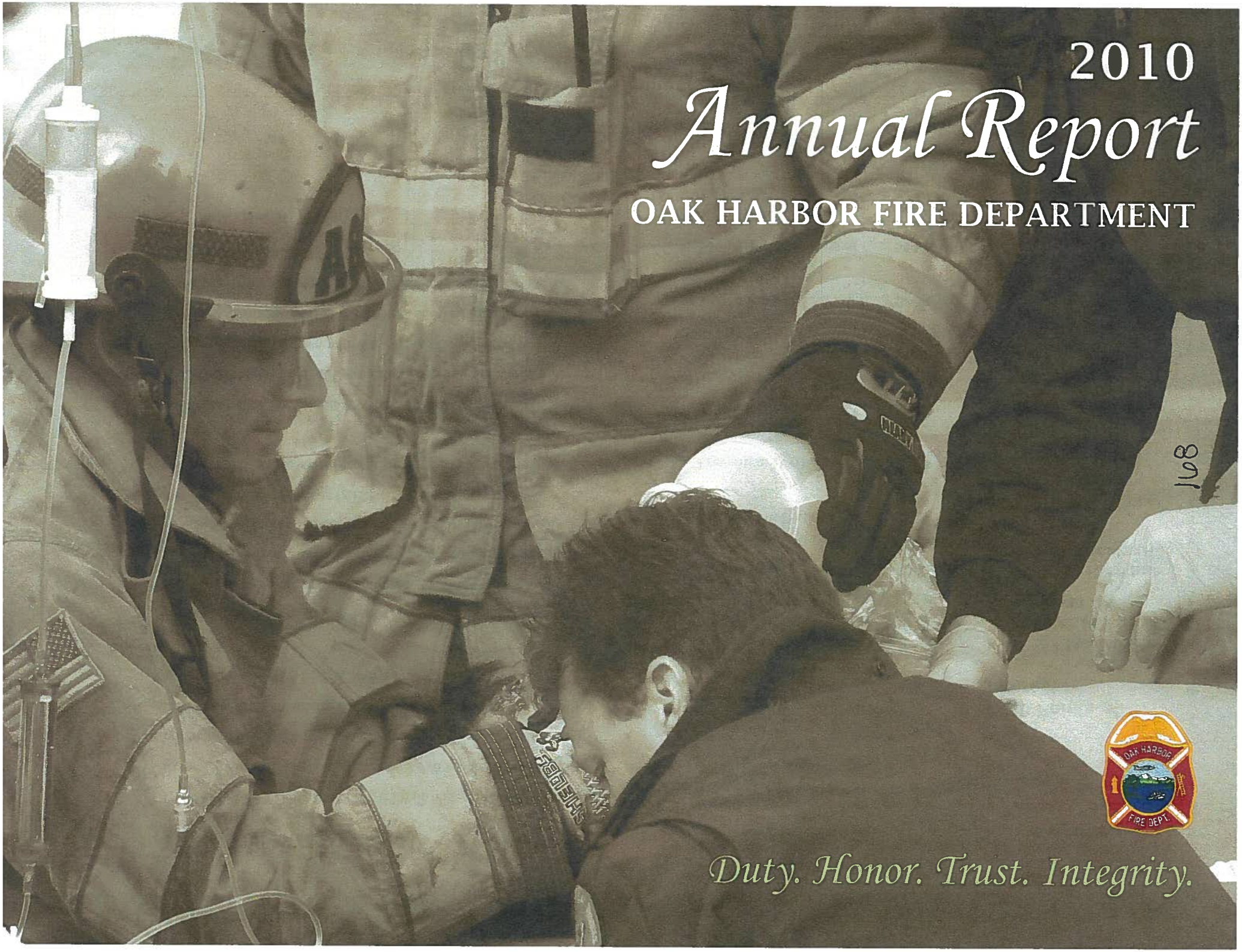
RECOMMENDED ACTIONS
Accept the 2010 Annual Report as presented.

ATTACHMENTS
2010 Annual Report

MAYOR'S COMMENTS

2010 *Annual Report*

OAK HARBOR FIRE DEPARTMENT



Duty. Honor. Trust. Integrity.

Organizational Overview

Oak Harbor Fire Department (OHFD) provides emergency services to the City of Oak Harbor, an area of 9.506 square miles, with a population of 23,420 (significantly higher during business hours). OHFD operates on an annual budget of approximately $1.9 million, and protects the $1.9 billion in property value.

The Department operates from one fire station staffed by 48 employees (12 full-time and 36 paid-on-call) and responds to roughly 1,300 incidents each year ranging from house fires and heart attacks to vehicle accidents and hazardous conditions. OHFD proudly carries an Insurance Services Office (ISO) rating of 4 which enables residents and businesses to enjoy low property insurance premiums.

All Oak Harbor firefighters and fire officers are certified to at least IFSAC Firefighter I. OHFD operates a fire training center adjacent to Fire Station #81, from which the Island County Fire Recruit Academy operates. OHFD firefighters are well trained and dedicated to provide the best possible emergency services to the Oak Harbor community.

Inside Report

Vision, Goals & Objectives 3

Area Served 8

Message from the Chief 9

Department Organization and Structure 10-11

Budget and Revenue 12-15

Suppression Division 16-25

Prevention Division..... 26-35

Training Division..... 36-41

Maintenance Division 42-51

Year in Review 52-53

Emergency Management 54-57

2011 Goals..... 58-59

PUBLISHED MARCH 2011

2010 Points of Interest :

- 1,253 Incident Responses (6.42% less than 2009)
- Average Response time: 4 minutes, 41 seconds.
- 1,018 Annual Fire & Life Safety Inspections (98%)
- Fire Loss Up 6.58% over 2009
- Annual Testing on 24 Apparatus*, over 9,000 feet of fire hose, 386 feet of ladders, and 45 sets of PPEs and SCBA masks

** includes all engines, trucks, vehicles, generators and trailers*

169

The **VISION** of *your* Oak Harbor Fire Department is:

to continue to be recognized as consistently providing quality services in an efficient manner to our growing community.

Our **MISSION STATEMENT** is:

to provide professional and cost effective services by maintaining highly trained and highly motivated career and paid-on-call staff, combined with sufficient apparatus, equipment and facilities.

Our **OBJECTIVES**:

- To respond to fire, rescue, medical and hazardous incidents on land or water;
- To conduct fire and life safety inspections of existing businesses, multi-family dwellings, and public assembly facilities;
- To review plans and conduct on-site inspections of new developments and buildings to ensure fire and life safety code compliance;
- To provide public education in the areas of fire prevention, CPR, first aid, life safety, accident prevention, and disaster planning preparedness;
- To provide disaster equipment such as generators, lighting, mobile command units, and multiple casualty units during natural and manmade disasters;
- To provide training and technical support to fire and city personnel;
- To provide classroom facilities and assist with the instruction of the Juvenile Fire-Setter Intervention Program;
- To provide career opportunities with a Firefighter Pilot Program for high school students;
- To provide training facilities and assist at the Island County Recruit Academy;
- To conduct investigations of all fires to determine their cause and origin;
- To maintain the mutual aid agreement with all emergency service providers on Whidbey Island;
- To maintain and operate an Emergency Operations Center for the city;
- To conduct and participate in county-wide training at the department's training facility;
- To provide a back-up facility for I-COM E911, Island County Emergency Dispatch Center; and
- To provide meeting facilities for non-profit organizations.

170

The **Administration Division** is primarily responsible for the management of department operations, budgeting, personnel relations, and community relations.

171

Message from the Chief...

It is a pleasure to present the Oak Harbor Fire Department 2010 Annual Report. The commitment and determination of our personnel are reflected throughout these pages. Each individual brought knowledge and strength to our team by participating in activities and events and by contributing to the numerous accomplishments of 2010. Our personnel will continue to be our most valuable asset.

Each division in the department solved problems and planned for the future. We depend on one another in so many ways. Whether it is teaching fire prevention to children, conducting fire and life safety inspections, responding to medical emergencies, vehicle accidents, structure fires or hazardous material incidents; the team got it done without fanfare.

I am grateful to report there were no civilian fire fatalities or significant firefighter injuries in 2010. We will continue to focus on firefighter safety, financial accountability to our taxpayers and community awareness through education.

2010 Accomplishments:

- Efforts began to implement the Fire Department Re-Organization as approved by City Council in December 2009.
- City Emergency Operations Center was relocated and improvements made.
- Awarded State Homeland Security Grant for $27,270*.
- Recipient WA State Pre Hospital Participation Grant $2,186 for training and supplies.
- Rural Access to Emergency Devices Grant Program (RAED), Whidbey General Hospital Automated External Defibrillators (AED) with the grant funds. Ten (10) were issued to the City of Oak Harbor, as follows: 4-Fire, 4-Police, and 2–Senior Center.
- Adopted 2009 International Fire Code as adopted by Washington State and as approved by City Council in December 2010.

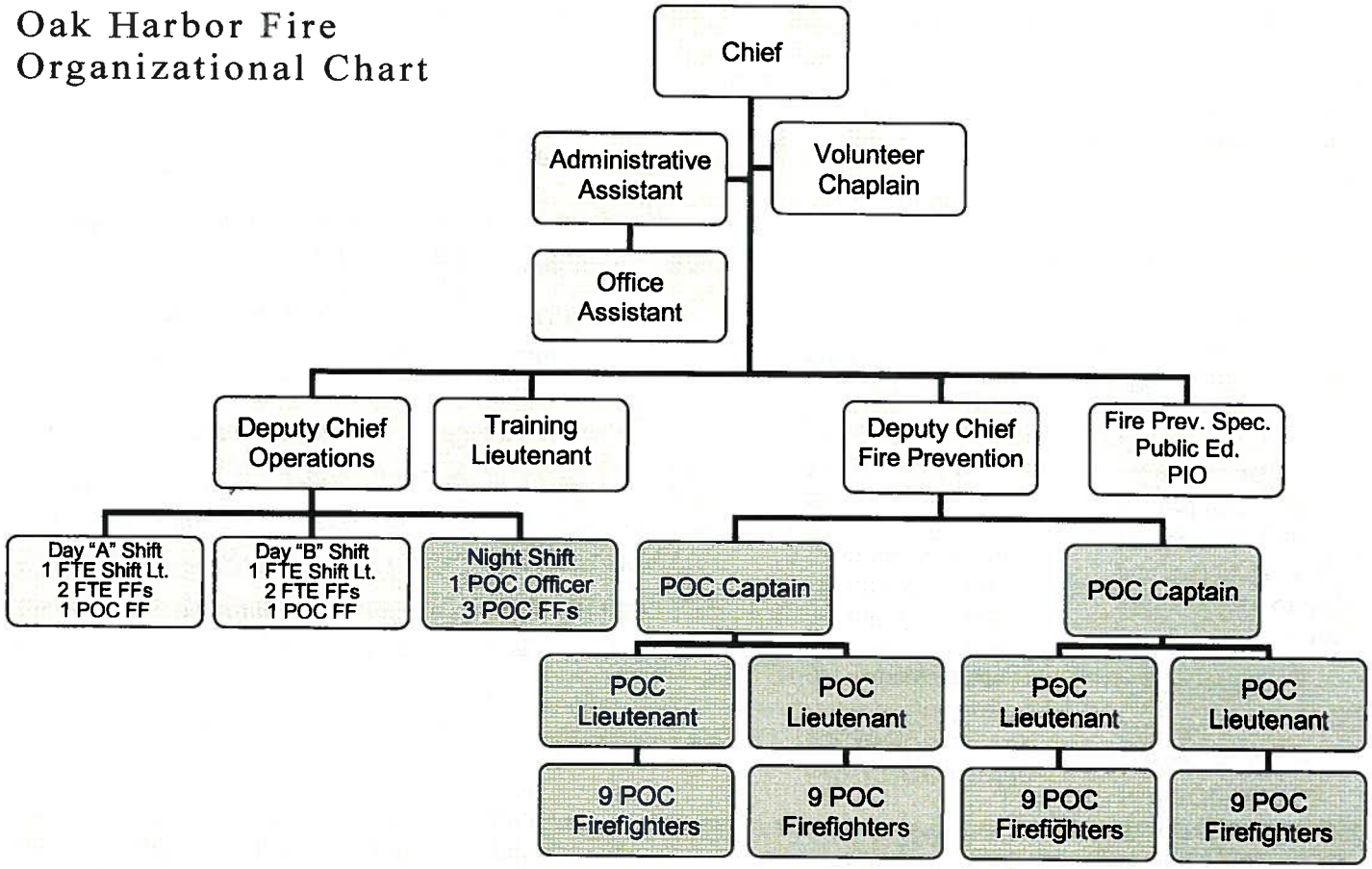
* Expended in 2011

Continued on page 58...

Mark Soptich
Fire Chief
Dir. of Emergency Services
23 years of service
Member Since 1987

172

Oak Harbor Fire Organizational Chart



City Council approved a reorganization of Oak Harbor Fire Department late in 2009. The organizational chart on this page represents the organization in 2011.

The reorganization reassigns the current full-time Battalion Chief position to Deputy Chief—Fire Prevention, and creates a full-time Deputy Chief—Operations position, four paid-on-call lieutenants, and one volunteer chaplain.

This chart reflects the 2011 organization of the department, after the reorganization. Total personnel will be: 11 Career, 42 Paid-On-Call (POC), 1 Volunteer, and 2 Administrative Support.

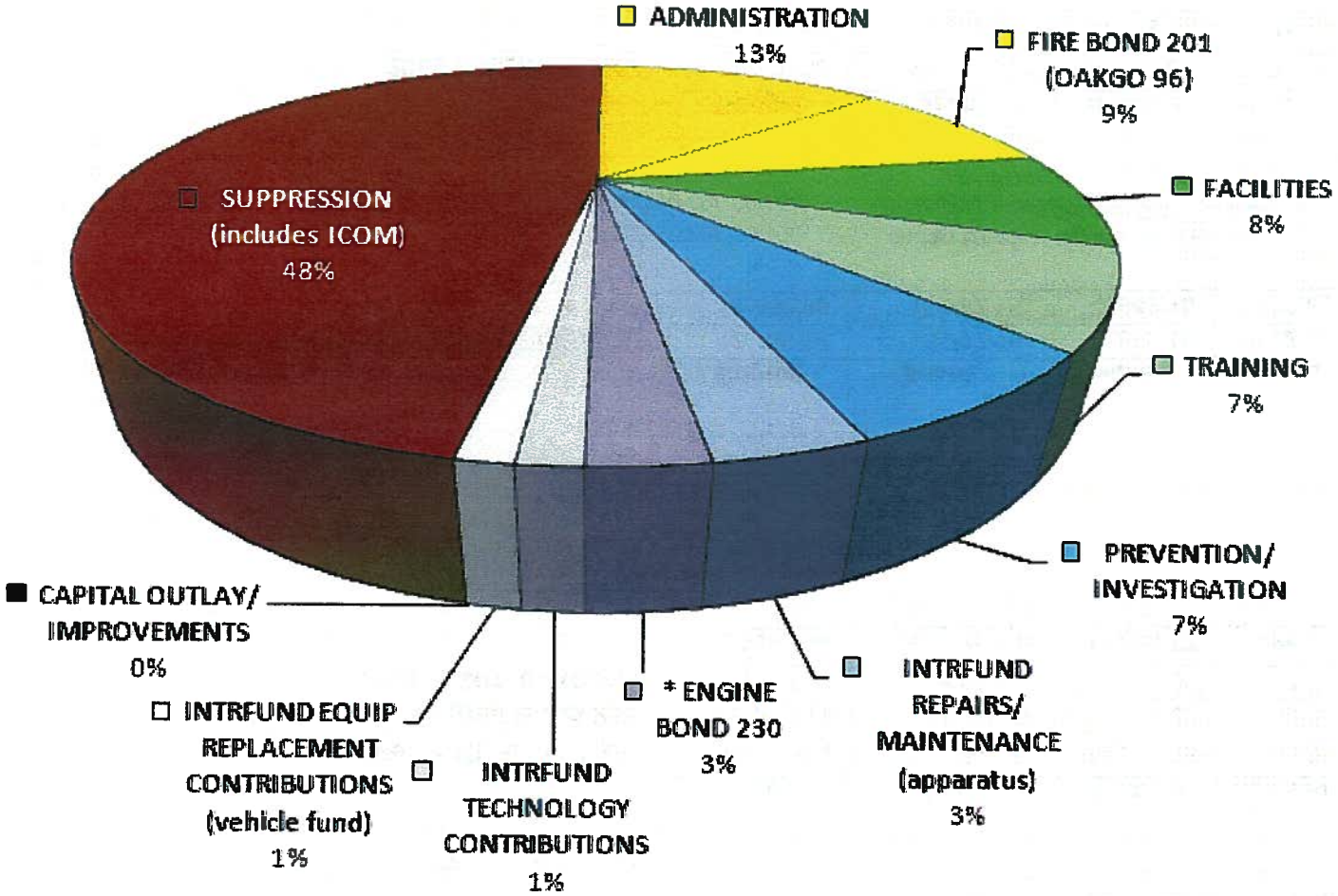
* part-time position.

Paid-On-Call Firefighters (POCFFs) are equipped with pagers and respond from home or work when additional manpower is required. POCFFs work 10 or 12 hour D shifts (not to exceed 53 hours per week).

POC D Shift DAY: Twelve-hour shifts, 7 days a week, 0700-1900 hours. One POC firefighter on DAY shift completes a four-member crew for A/B Shift.

POC D-Shift NIGHT: Twelve-hour shifts, 6 nights per week, 1900-0700 hours (2100-0700, 10 hours on Mondays). Four POC firefighters on NIGHT shift perform various duties and respond to emergency incidents. Personnel occupy sleeping quarters at station 81 while on shift.

173


ADMINISTRATION
13%
FIRE BOND 201
(OAKGO 96)
9%
FACILITIES
8%
TRAINING
7%
PREVENTION/
INVESTIGATION
7%
INTRFUND
REPAIRS/
MAINTENANCE
(apparatus)
3%
* ENGINE
BOND 230
3%
INTRFUND
TECHNOLOGY
CONTRIBUTIONS
1%
INTRFUND EQUIP
REPLACEMENT
CONTRIBUTIONS
(vehicle fund)
1%
CAPITAL OUTLAY/
IMPROVEMENTS
0%
SUPPRESSION
(includes ICOM)
48%

174

	Budget	Spent	Balance	% Used
2010 FIRE CONTROL	1,885,827	1,839,566.35	46,260.65	97.55
Engine Bond 230 *	51,711	51,710.78	0.22	100.00
Fire Bond 201 (OAKGO96)	184,179	184,179.00	0.00	100.00
	2,121,717	**2,075,456.13**	**46,260.87**	**97.82**

Final Payment 2012 *

Engine Bond 230: Funding includes an estimated $192,000 Local Loan from the State Treasurer's Office.

	Budget	Spent	Balance	% Used
2009 FIRE CONTROL	1,857,553	1,782,668.65	74,884.35	95.97
Engine Bond 230 *	51,711	51,710.78	0.22	100.00
Fire Bond 201 (OAKGO96)	178,930	178,930.00	0.00	100.00
	2,088,194	**2,013,309.43**	**74,884.57**	**96.41**

Final Payment 2012 *

	Budget	Spent	Balance	% Used
2010 EMERG SERV	12,450.00	15,292.15 *	-2,842.15	122.83
	12,450.00	**15,292.15**	**-2,842.15**	**122.83**

* $9,880.83 Includes State Homeland Security Grant expenditures

	Budget	Spent	Balance	% Used
2009 EMERG SERV	12,270.00	16,163.03 *	-3,893.03	131.73
	12,270.00	**16,163.03**	**-3,893.03**	**131.73**

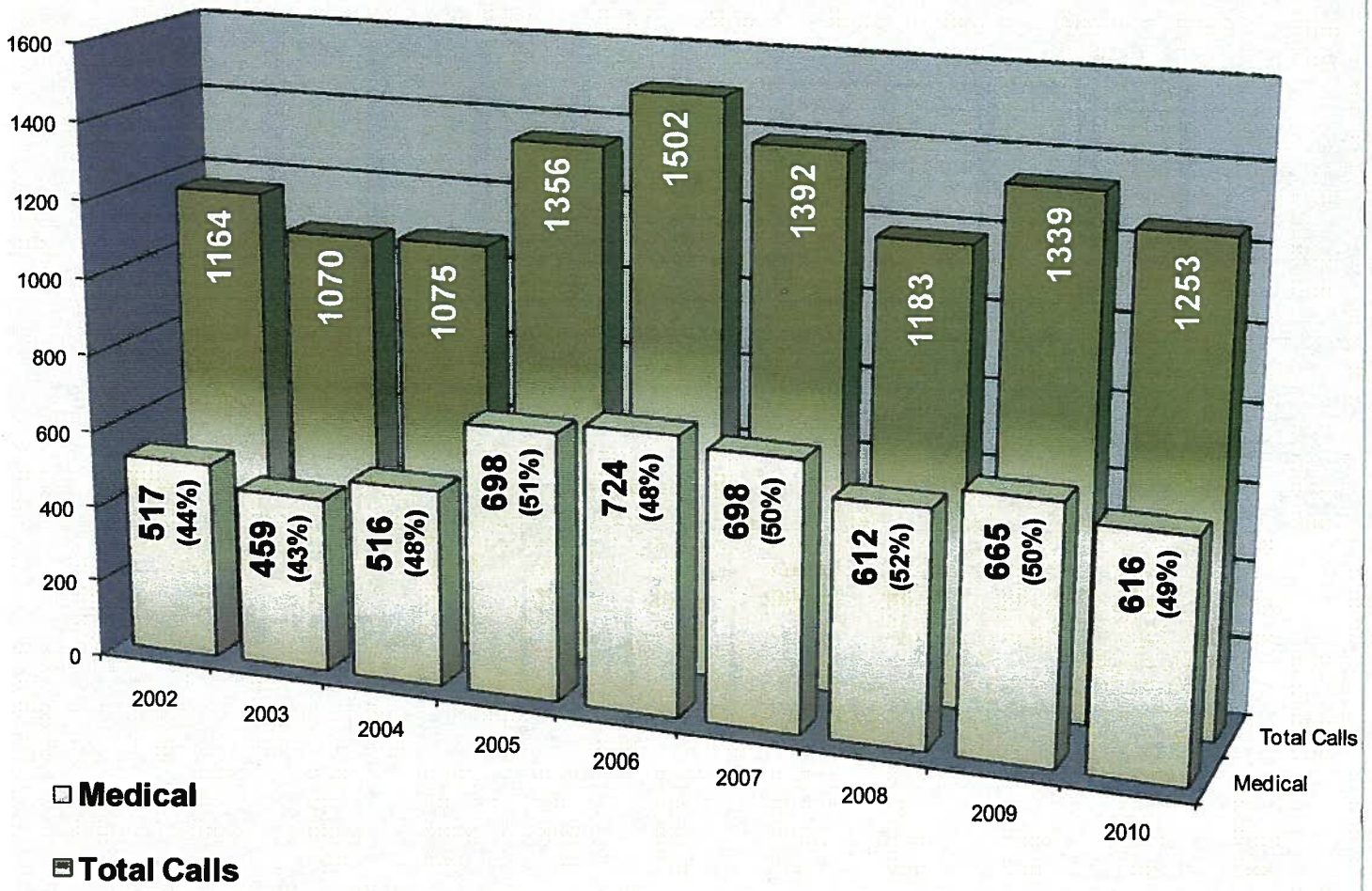
* $12,372.68 Includes State Homeland Security Grant expenditures

175

The **Suppression Division** is primarily responsible for the mitigation of emergency incidents. Other functions include fire and life safety inspections and assist with public education activities.

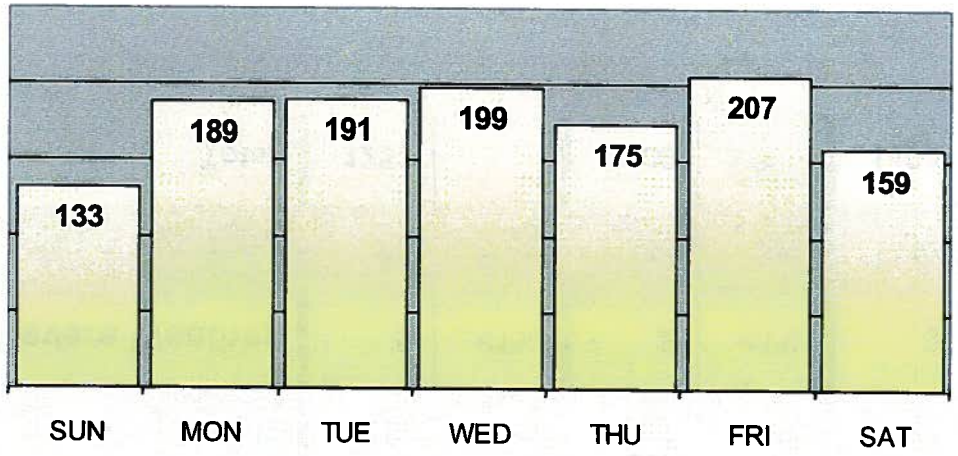
176

Medical Incident Count — 9 Year Review

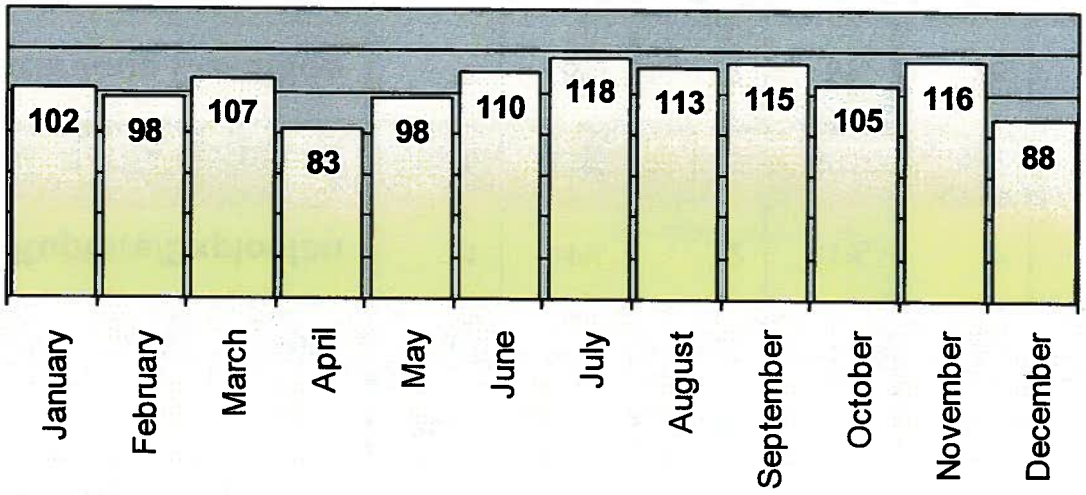


Bob Wallin
Captain
Paid On Call
24 years of service
Member Since 1986

Incidents by Day of Week (1,253 total)

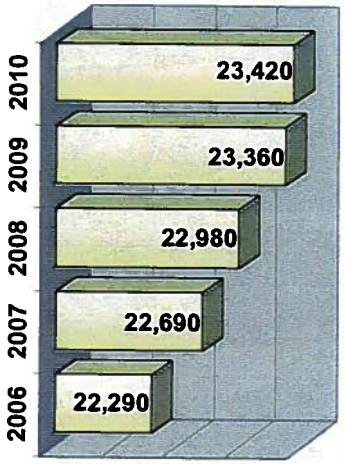


Incidents by Month (1,253 total)



"Many thanks for our station tour on July 8th, for my son Connor's 3rd Birthday!! We appreciated your time and efforts. He was thrilled!"
– Connor's mom, July 2010

City of Oak Harbor Population
5 - Year Review

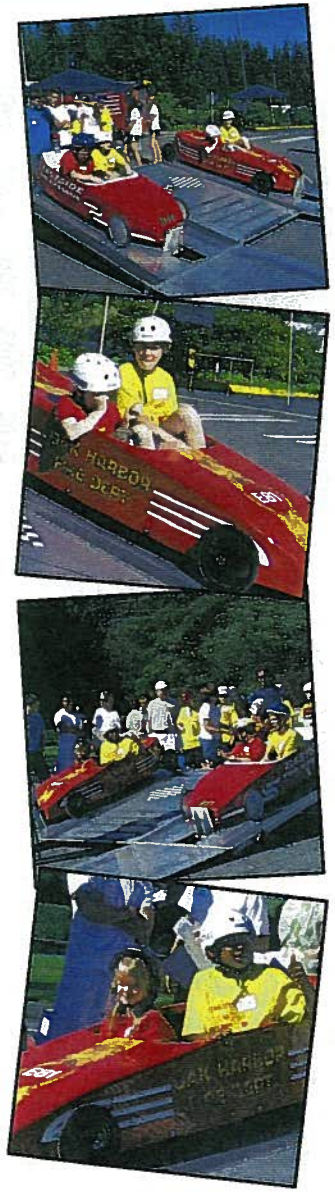


178

Incident Type Count

3-YEAR REVIEW | 2008—2010

	2010	%	2009	%	2008	%
Fire	77	6%	100	7%	63	5%
Rupture/Explosion	1	<1%	2	<1%	7	<1%
EMS/Rescue	616	49%	665	50%	612	52%
Hazardous Condition	73	6%	72	5%	45	4%
Service Call	115	9%	143	11%	101	9%
Good Intent	116	9%	107	8%	94	8%
False Call	210	17%	193	14%	193	16%
Severe Weather	5	<1%	2	<1%	6	<1%
Other	40	3%	55	4%	62	5%
Total	1253		1339		1183	



2010 Challenge Series Gravity Racing for Kids with Special Needs. OHFD provides a race car and support. Photos by R. Velasquez, August 2010.

174

2010 Response Time

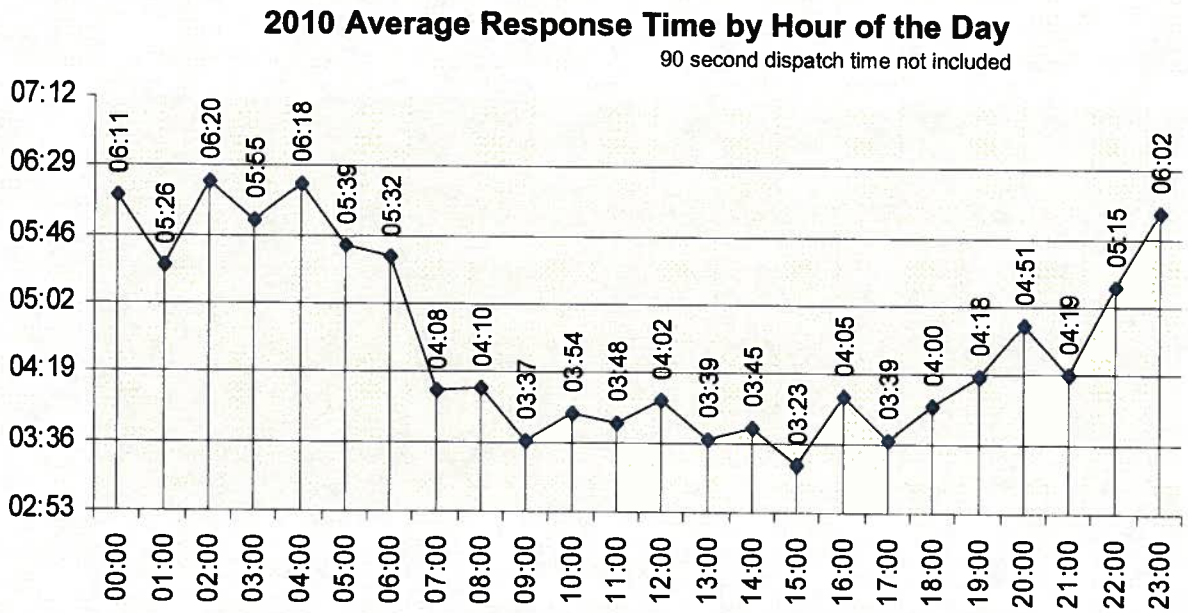
4 minutes, 41 seconds

The overall average response time for Oak Harbor Fire Department in 2010 (dispatch time not included): **4:41**.

In emergency situations, the difference between life and death can largely depend on response time—the time it takes first responders to arrive on scene. To the person reporting an emergency, and to those needing assistance, five minutes can feel like an eternity.

With the City's population rising, the fire department is constantly looking for ways to improve its response time. It takes, on average, one and a half minutes (90 seconds) for the Island County 911 dispatch center, ICOM, to answer an emergency call and dispatch the appropriate agency, apparatus and personnel. The remaining time is consumed by personnel getting into their gear, into apparatus and driving to the scene. Variables such as location, weather, traffic volume, and other drivers play a large part in response. Technology is helping shorten response time by pin-pointing addresses and relaying information needed to apparatus computers and maps.

Oil spill, April 2010. Photo by M. Buxton.



180

The **Prevention Division** is the code enforcement arm of the department. Primary duties include the management of fire and life safety inspections, new construction and development plan review and inspections.

The coordination of **Public Education** is also included in the responsibilities of the prevention division.

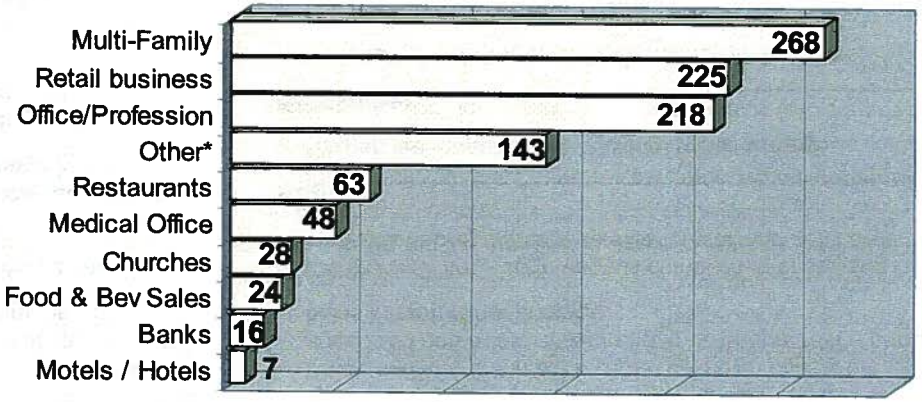
181

During 2010 the Oak Harbor Fire Department responded to 77 different types of fires. Those fires resulted in a total fire loss of $367,960 causing an increase of $24,210.00 from 2009. The department responded to 27 structure fires, including house fires, fires on decks, and outbuilding fires. There were 17 cooking related fires inside of structures. The department also responded to 6 vehicle fires.

In accordance with State Law fire departments are required to determine the origin and the cause of the fire. The fire department has four fire investigators with various levels of training and experience to investigate fires. Region Three Arson Task Force is also available to assist with fire investigations. Oak Harbor's Fire Marshal is a member of the Task Force. The fire department and police department work together on joint investigations both to determine cause and, when required, arresting suspects.

A cooking related house fire, June 2010. Photo by R. Merrill

2010 Types of Commercial Occupancies in Oak Harbor



* Other includes storage, warehouses, vacant properties, recreational facilities, etc.

City of Oak Harbor Occupancy Data 2010

Business Count..... 1,040

Annual Inspections..... ..... 1,018 (98%)

Re-Inspections..... ..... 122 (12%)

New Occupancies.....38

Fire Alarm Systems.....276

Wet Sprinklers Systems... 122

Hood & Duct Systems.....65

182

2010 City of Oak Harbor Fire Experience and Loss, by Month

January

- Fire in a display shed – appeared person(s) unknown entered the shed and using paper and a small amount of card board attempted to ignite shed. Minor damage.
- Fire in school restroom – Arson, minor smoke damage, person arrested and charged.
- Fire on deck at apartment complex – discarded smoking materials in plastic container, minor damage to deck.
- Fire on deck at home – discarded smoking materials in plastic container, damage to deck and house siding.

February

- Fire on stove – unattended cooking, minor damage.

March

- Fire on stove – unattended cooking, minor damage.

April

- Kitchen fire – not accidental, minor damage to kitchen and stove.
- Fire in recycle bin next to a building - Arson, damage to exterior siding and roofing.
- Riding lawn mower fire – gasoline leak, lawn mower totaled.

May

- House fire with explosion – accidental, LP gas or natural gas leak ignited. Heavy fire damage.
- Fire on the stove – attended cooking, minor damage.

June

- Deck fire in apartment complex – discarded smoking materials in plastic container, minor damage.
- Beauty bark fire in apartment complex – discarded smoking materials, damage to exterior siding and broken windows.

July

- Brush and tree fire in back yard – unknown cause, fire damaged lawn and trees, and spread to neighbors roof – burning holes in roof. Minor damage.
- Exterior wall fire – spontaneous combustion of staining rags in plastic bucket, damage to exterior wall and soffit area.

August

- Kitchen fire – unattended cooking, minor damage.

September

- Vehicle fire – cutting torch too close to combustibles.
- Car fire – electrical failure, damage to engine compartment.
- Kitchen fire – not accidental, damage to stove and cabinets.

October

- Deck fire in apartment complex – discarded smoking materials into a plastic container, minor damage.
- Kitchen fire in apartment complex – unattended cooking, minor damage.
- Vehicle fire – minor damage to interior of vehicle.
- Vehicle fire – electrical problem, vehicle totaled.

November

- House fire – Arson, suspect arrested. Home completely destroyed. Two persons injured.

December

- Kitchen fire – combustibles fell onto range top, minor damage.

Total Fire Loss in 2010 $367,960.00

Fire Loss by Month

Month	2010	2009
JAN	$11,800	$200.00
FEB	$1,500	$250,000
MAR	$600	$11,500
APR	$5,500	$1,500
MAY	$244,000	$650
JUN	$3,600	$62,250
JUL	$22,100	$1,250
AUG	$310	$100
SEP	$4,500	$4,800
OCT	$8,550	$11,000
NOV	$65,000	$0
DEC	$500	$500
Total	$367,960	$343,750

183

Ladder 81 participating in Oak Harbor's Annual Holland Happening Parade on Bayshore Drive, April 2010. Photo by A. Braunstein

In preparation for Prom Night and Graduation celebrations, Oak Harbor High School Juniors and Seniors view a realistic DUI motor vehicle accident demonstration by OHFD and other local EMS agencies, May 2010. Photo by A. Braunstein

"Firefighters – Thank you all for a wonderful field trip for our preschoolers. It was fabulous and they all had a great time. Thanks especially to Craig, for leading the trip."
– His Kids Preschool
June 2010

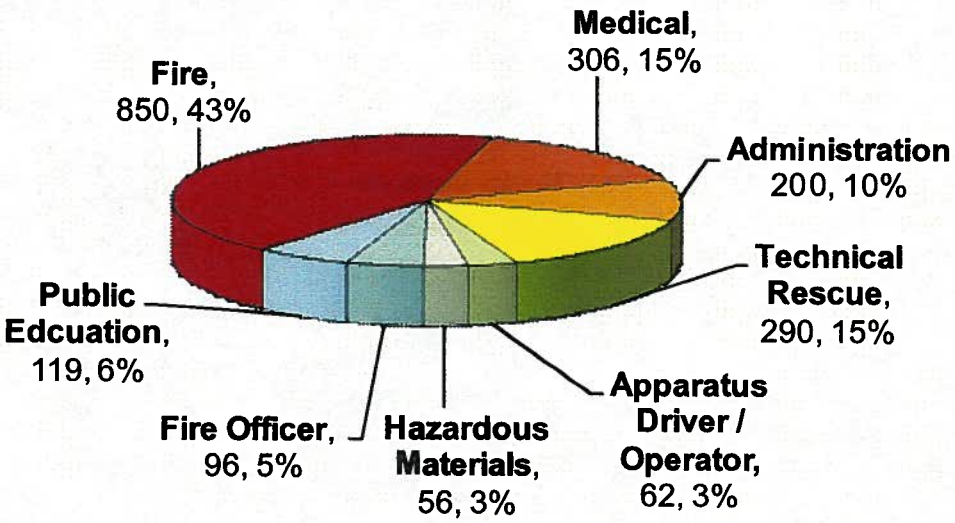
184

DATE	GROUP	TYPE OF PUB ED	TIME INVOLVED			SIZE OF GROUP		
			Event Hrs	Number of Personnel	TT Man Hrs	Adult	Student	Event Total
FIRST AID / CPR / AED TRAINING / BBP (Continued)								
5/6/2010	OH Police Department	BBP Refresher Training	1.5	2	3	11	0	11
5/12/2010	OH City Shops	CPR First Aid Re-Certification	1.5	1	1.5	25	0	25
5/19/2010	OH City Shops	CPR AED	1.5	1	1.5	18	0	18
10/21/2010	Senior Services	CPR / First-Aid Refresher	3	1	3	0	12	12
FIRE SAFETY PRENTATION								
8/3/2010	OH Police Department	National Night Out	5	12	60	n/a	n/a	n/a
10/2/2010	Home Depot	Annual Safety Fair	5	9	45	100	100	200
10/9/2010	Broadview Elem. School	Fire Safety at School	2	3	6	2	75	77
4/23/2010	Home Place Retirement	Work Place Fire Safety (x2)	2	1	2	18	0	18
5/24/2010	NAS Whidbey Island	Fire Safety: Fireworks & BBQ	1	1	1	225	0	225
7/8/2010	NAS AMID NAS Whidbey Is.	Fire Safety: Fireworks & BBQ	1	1	1	600	0	600
9/25/2010	Harbor Tower Village	Disaster Preparedness	1.5	4	6	15	0	15
9/28/2010	Whidbey Physicians	Fire Extinguisher Training	1	4	4	25	0	25
10/23/2010	Kmart Safety Fair	Fire Safety Information	1	3	3	5	19	24
11/3/2010	AGAPE Church	Fire Safety for Seniors	1	1	1	20	0	20
11/5/2010	VAQ 1 NAS Whidbey Is.	Holiday Safety	1	1	1	225	0	225
11/22/2010	VAQ 1 NAS Whidbey Is.	Safety Stand Down	1.5	1	1.5	150	0	150
12/15/2010	City of Oak Harbor	Disaster Preparedness	2	2	4	12	0	12
12/17/2010	VP 40 NAS Whidbey Is.	Holiday Safety	1	1	1	200	0	200
SPEICAL EVENT								
1/20/2010	Olympic View Ele. School	Lunch w/ Firefighter	1	4	4	0	250	250
2/17/2010	OH Elementary School	Lunch w/ Firefighter	1	4	4	0	250	250
3/17/2010	Hillcrest Elementary School	Lunch w/ Firefighter	1	4	4	4	60	64
3/17/2010	Irish Wildlife Society	St Patrick's Day Parade Wally	1	1	1	0	0	0
3/18/2010	Broad View Elem PTA	Science Fair Judge	2.5	1	2.5	0	0	0
3/20/2010	March of Dimes	Fire Engine Display	1	4	4	15	10	25
4/24/2010	OH Chamber of Commerce	Holland Happening Parade	0.5	6	3	0	0	0
7/15/2010	Boys and Girls Club	Fire Engine Display	1	3	3	6	40	46
9/11/2010	Navy League	Military Appreciation Day Picnic	4	6	24	200	0	200
9/24/2010	Oak Harbor High School	Home Coming Game	1	2	2	0	0	0
9/30/2010	Hillcrest Elementary School	Fire Engine Display	1	4	4	15	100	115
10/8/2010	Children's Academy	Fire Engine Display	1	2	2	6	36	42
OTHER								
5/1/2010	Harbor Tower Village	Birthday Celebration 100 Y/O	0.5	4	2	30	0	30
8/17/2010	Oak Harbor Library	Reading Event	1	4	4	10	30	40
12/18/2010	OH FF Association	Shop w/ a Firefighter	1.5	12*	18	0	16	16
12/18/2010	OH FF Association	Santa Delivers Presents	n/a	n/a	n/a	n/a	n/a	n/a
		Totals	**101.25**	**186**	**329.5**	**2232**	**1449**	**3681**

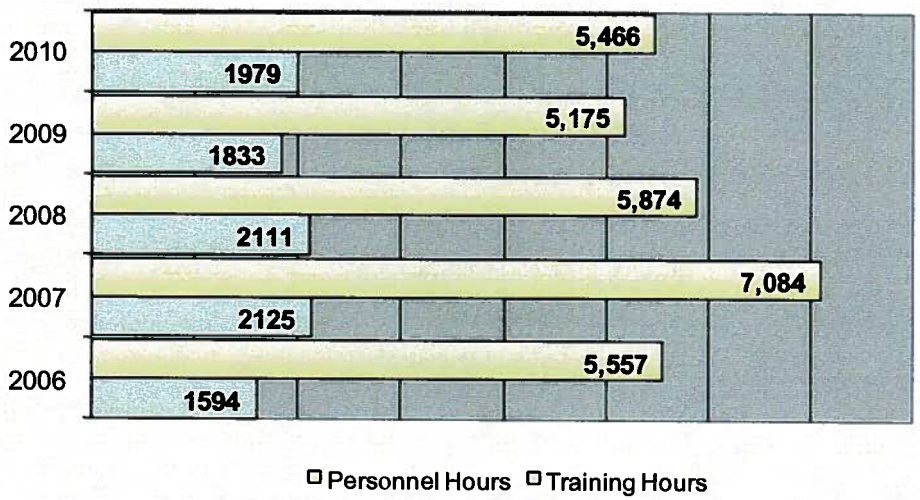
* 3 on-duty, 9 FD volunteers

The **Training Division** is tasked with managing the training of department personnel. These duties include the scheduling of all training to meet federal, state, and local requirements.

OHFD 2010 Hours Training by Activity: (1,979 total hours)

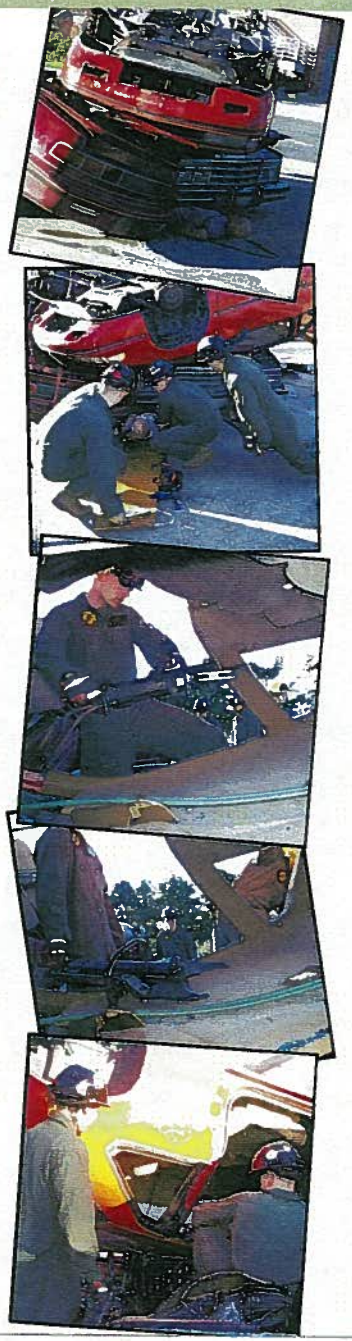


OHFD TRAINING HOURS | 5-YEAR REVIEW



Doing More with Less

Oak Harbor Fire Department personnel spent **5,466 hours** training in 2010 and presented and/or sponsored over **1,979 hours** of training courses, classes and learning opportunities. The numbers alone do not tell the full story. The totals, slightly higher than in 2009, were achieved with fewer personnel. There were just two OHFD recruits training at the Island County Recruit Firefighter Academy and the department had nine vacant POCFF positions.



Right Sidebar photos: multi-agency vehicle shoring and training exercise. February 2010. Photos by C. Anderson

181

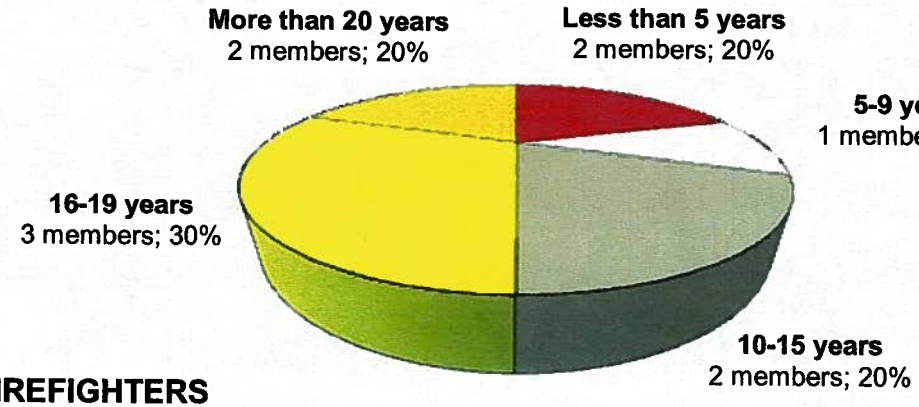
Years of Service

These graphs reflect the number of service years with Oak Harbor Fire Department.* Included are 10 career / full-time positions (upper graph) and 42 paid-on-call firefighters (lower graph)

* may not reflect total firefighting experience (such as years served with other agencies). Administrative support years of service not included.

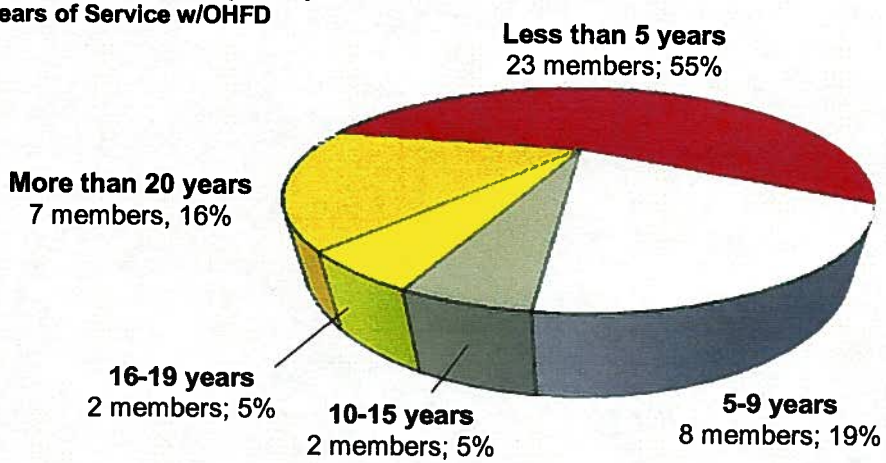
CAREER / FULL-TIME FIREFIGHTERS

Years of Service w/OHFD



PAID-ON-CALL (POC) FIREFIGHTERS

Years of Service w/OHFD



Right Sidebar, top to bottom: C. Ching, Dec 2010; R. Cuevas, May 2010; M. Soptich and A. Braunstein, Dec 2010; R. Merrill, Sept. 2010; M. Soptich, S. Holcomb, and Mayor Slowik, Dec. 2010. Photos by R. Wallin and A. Braunstein.

188

The **Maintenance Division** is tasked with managing inventories And the care and maintenance of the Station and training buildings, apparatus and equipment, and works closely with Public Works maintenance personnel to assure the readiness of all apparatus and equipment.

189

- 1 5kw diesel generator
- 1 diesel tractor trucks
- 1 diesel flatbed truck
- 1 40' flatbed trailer
- 1 400 gallon potable water trailer
- L81 annual third party

Fire fighting equipment and personal protective gear:

- 30 Self Contained Breathing Apparatus (SCBAs) receive annual flow testing and as needed repairs
- 45 sets of assigned PPE receive semi-annual inspection and as needed cleaning and repairs (repair/ cleaning by qualified contractors).
- Approximately 45 SCBA masks are fit tested to assigned personnel annually as per NFPA requirements.
- Boots, gloves, helmets, flash hoods are all replaced as needed.
- Equipment such as flashlights, hand tools… axes, shovels, Halligan bars, EK-hooks, pike poles are cleaned and repaired as needed.
- Portable, mobile and base radios receive annual preventive maintenance from Day Wireless and any additional needed repairs.
- Fire fighting nozzles, appliances and large GPM nozzles are inspected regularly and repaired as needed.
- Approximately 55 fire pagers are programmed and repaired as needed.
- All medical equipment is checked daily and replaced as necessary to include Oxygen, Pharmaceuticals, suction units and AED's.
- Each emergency response unit is equipped with laptop computers (7) for address, prefire planning, hazmat reference, and dispatch information. Each computer requires updates and repairs as necessary.
- Air monitoring equipment receives calibration and repairs as needed.
- 5 Thermal Imaging Cameras are maintained in ready status.
- Technical rescue equipment (ropes, stokes baskets, and hardware) are inspected and maintained.
- Various power tools including corded and cordless are inspected regularly.
- Hazmat absorbent materials
- Salvage tarp repairs

Gas powered equipment is essential to our mission and is inspected and annual serviced which include:

- 10 Stihl chain saws
- 4 positive pressure fans
- 4 electric fans
- 4 Stihl circular saws
- 6 portable Honda gas generators
- 2 power heads for Jaws
- Various air powered extrication tools.

Buildings and equipment within:

- Hush breathing air compressor requires annual filter changes, quarterly air samples and necessary repairs.
- Sprinkler confidence tests
- Alarm confidence tests
- HVAC quarterly maintenance
- Irrigation maintenance
- Annual truck bay door preventive maintenance
- Required annual fire extinguisher preventive maintenance
- Annual calibration of test gauges
- Load testing on back up generator, and high wattage generators trailers
- Monthly generator checks on station 81 and ICOM.
- Inventory and purchase of medical supplies
- Relocate fire fighting foam semi annually

Building maintenance ranges from changing light bulbs, L&I hot water tank inspections, painting, cleaning gutters, grounds maintenance to shower door repairs.

2010 Maintenance At a Glance:

Annual Inspection and Testing on—

- 24 different apparatus / vehicles
- 30 small engine tools
- 386 feet of ladders
- Over 9000 feet of Fire Hose
- 4 engine pumps
- 30 SCBA flow test
- 45 sets of personal protection equipment (PPEs, aka Bunker Gear) - semi-annual
- 45 SCBA masks, fit to assigned personnel

Purchases—

- 9 sets of bunker gear
- Bunker gear cleaning and repairs: $3,614.48
- Roof repairs to Station 81
- Replaced Holmatro rescue tool: $3,462.10
- Replaced refrigerator: $600.00
- Boots and gloves
- Various small items for Station 81

Spec Ops Trailers: These trailers are designed to respond to specific circumstances.

Spill Containment trailer—equipped for hazardous material response both in the sound and on the ground.

Confined Space Rescue trailer—equipped for rescue from tight quarters or precarious perches where rope rescue is necessary.

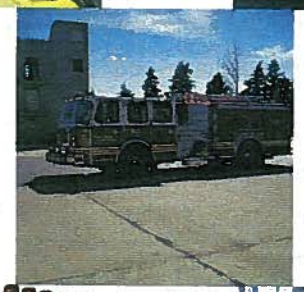
Air/Rehab trailer— houses an air compressor to refill SCBA bottles and equipment to rehab working firefighters.

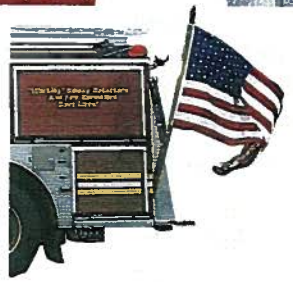
Mass Casualty Incident trailer (OHFD has two)—contains supplies and equipment for assisting in large scale incidents.

Crime Scene and Fire Investigation trailer—a shared trailer with Oak Harbor Police Department and is a mobile unit to assist in fire and crime scene investigation.

Support and Disaster Vehicles: fire marshal van, training officer van, utility 81 (pick-up), utility trailer, two tractor trucks, 40' flatbed trailer, diesel flatbed truck, fork lift, bus, four mobile generators, 400gal potable water trailer, and a light unit ready for response. Generators supply power to City Hall and OH Senior Center when needed.

Annual preventive maintenance and repair work is done on each vehicle and piece of disaster equipment. Much of the minor repairs are done here at OHFD while the annual servicing and major repair work is scheduled at City Shops. NFPA 1915 and 1071 stipulate accurate record keeping and high quality assurance when emergency vehicles need repair.





OHFD Apparatus Name / Year	2010 Mileage Reading
E81 2007	9,854
E812 2007	9,381
E813 1998	37,806
E814 1998	37,739
L81 1992	13,984
Bus 81 1985	72,153
Truck 2 1980	32,170
Truck 3 1986	53,846
AID81 / S81 1986	27,250
Command 8 2004	54,776
801 FC Tahoe 2004	35,984
Forklift 1979	6,226 hrs

191

Life Expectancy of Firefighter Protective Gear

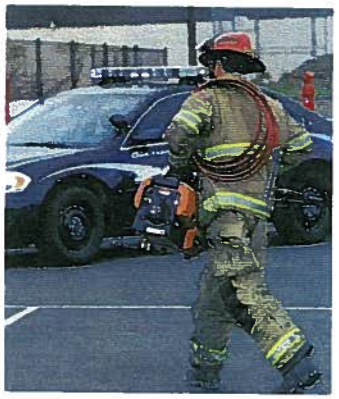
Source: http://www.globeturnoutgear.com Globe Holding Company, LLC, manufacturers the G-Extreme brand turnout gear worn by Oak Harbor Fire Fighters

As the NFPA Technical Committee on fire fighters protective clothing worked through the year 2008 revision of NFPA 1851, Standard on Selection, Care and maintenance of Protective ensembles for Structural Fire Fighting and Proximity Fire Fighting, one of the most debated issues continued to be "What is the life expectancy of protective clothing?" Although the committee was not able to reach complete agreement on the answer to this question, there was consensus that structural gear should be retired ten years after the date of manufacture, and that proximity outer shells must be retired five years after the date of manufacture. However, the appendix is expected to contain language explaining that this does not mean all ensemble elements will last or should remain in service for the full 5 or 10 years – just that five year old proximity outer shells and ten year old structural gear must be retired. The standard will provide additional criteria for inspection and retirement as well.

Having explained the mandatory requirements, it has become fairly well accepted in the industry that the average life of a structural turnout suit is three to five years, and that proximity outer shells become worn out even sooner. The industry has come to understand that some components may not last as long as others and for this reason, all layers should be routinely inspect for continued serviceability. It is important to remember, however, that average means some garments have lasted longer and other garments not as long. Some segments of the fire service have suggested that since the NFPA clothing standard is revised every five years, that should be the maximum time to leave garments in service. While this would ensure that as technology improves, garments would automatically be upgraded to meet new requirements, it could leave the false impression that anything less than five years old is still perfectly compliant.

> ...the average life of a structural turnout suit is three to five years, and that proximity outer shells become worn out even sooner.

The reality is that the life span of any protective clothing is entirely dependent upon the type and amount of field use to which each separate garment has been exposed. Contributing factors to this include frequency of maintenance, storage conditions, exposures, and other issues that are beyond the garment manufacturer or material supplier's control. Facilities that specialize in care and cleaning will advise that they have seen clothing that is much older than five years and still in excellent shape; likewise, however, we have seen instances where the first time a garment was worn it was exposed to circumstances that totally destroyed the clothing. Since the purpose of fire fighters clothing is to protect the wearer, if the gear has saved a life or prevented serious injury just once, then it has done its job.

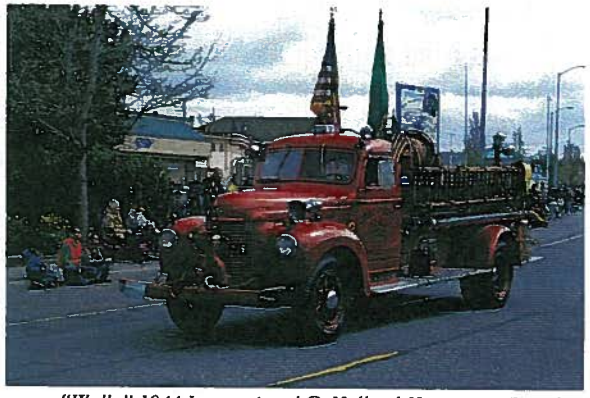


FF R. Cuevas (top) and Lt. Buxton (above), May 2010. A Braunstein

192

COMMUNITY		
US Census	Training	45.0
Whidbey Is. Marathon Committee	Meetings	12.0
Oak Harbor School District	Technology Training	45.0
Island County Sheriffs Office	Training	3.0
ICOM	Training	4.0
North Whidbey Fire & Rescue	Training	13.5
South Whidbey Fire & Rescue	Training	35.0
NAVY EOD Unit / US Marines	Training	39.0
	COMMUNITY TOTAL	**196.5**
	GRAND TOTAL (CITY & COMMUNITY)	**889.5 HOURS**

FFs E. Klaszky & J. Pauley clean up during a motor vehicle accident response on Midway Blvd.; November 2010. Photo R. Merrill.



"Wally" 1944 International @ Holland Happening Parade, A. Braunstein April 2010.

Just a note to all of you who helped make this years Christmas events turn out GREAT. Thanks to the wrappers, shoppers, helpers, drivers, lighting guys, Santa's, phone request coordinator, traffic control, & moral supporters. We delivered 57 children ten presents each, we helped 40 children shop for there families (K-Mart & WalMart), and gave away over 200 toys to local families. It wouldn't have been possible without ALL of you.

- S. McCalmont,
Vice President
OHFFs Association

193

July

- **INCIDENT RESPONSE: 118**
- **TRAINING HOURS: 86**
- **POC FIREFIGHTER RECRUITMENT** 5 months, began.
- In addition, OHFD personnel participated in the **Fourth of July Parade,** crews were positioned by the fireworks display site and additional crews covered the City during July 4th festivities.
- PBY Dedication Ceremony
- **YEARS OF SERVICE:**
  Lt C.Anderson - 15 yrs

August

- **INCIDENT RESPONSE: 113**
- **TRAINING HOURS: 191**
- **ANNUAL PHYSICAL AGILITY REQUIMENT** began for POC Firefighters.
- **National Night Out,** children fitted for bicycle helmets, public education props provided for children, an emergency scenario played out, literature provided on Emergency Resources and an appearance by Smokey Bear.
- In addition, OHFD provided an EMS station at the **ROTARY ANNUAL CHALLENGE SERIES RACE** and provided generators at the **NORTH WHIDBEY LIONS CLUB ANNUAL CAR SHOW**; and participated in **Adopt-A-Highway** cleanup of SR20 within City Limits and cleanup of Firefighter Park on Midway Blvd and Pioneer Way.
- **YEARS OF SERVICE:**
  POCCapt R.Wallin - 24 yrs
  POCFF C.Garden -24 yrs
  Chief M.Soptich - 23 yrs
  POCFF J.Breilein –20 yrs
  Lt M.Engle - 13 yrs

September

- **INCIDENT RESPONSE: 115**
- **TRAINING HOURS: 78**
- **ANNUAL PHYSICAL AGILITY REQUIREMENT** continued for POCFFs.
- **CITY OF OAK HARBOR MILITARY APPRECIATION PICNIC** at Windjammer Park. Distributed children's bike helmets and public safety information.
- **YEARS OF SERVICE:**
  POCFF D.Jansen - 30 yrs
  Batt.Chief R.Merrill - 21 yrs
  POCFF P.Schroer - 16 yrs
  FTFF E. Klaszky - 1 yr

October

- **INCIDENT RESPONSE: 105**
- **TRAINING HOURS: 126**
- **ANNUAL WELLNESS REQUIREMENT** for full time suppression personnel.
- **NATIONAL FIRE PREVENTION WEEK**: Smoke Alarms: A Sound You Can Live With.
- **LATERAL AND ENTRY LEVEL PAID ON CALL FIREFIGHTER,** Oct-November testing began.
- OHFD also participated in **HOME DEPOT'S ANNUAL SAFETY FAIR .**
- **YEARS OF SERVICE:**
  Lt M.Buxton - 18 yrs

November

- **INCIDENT RESPONSE: 116**
- **TRAINING HOURS: 152**
- **CHANGE YOUR CLOCK, CHANGE YOUR BATTERY NATIONAL CAMPAIGN,** reminder to change smoke detector batteries.
- **MASS CASUALTY INCIDENT (MCI) / FULL SCALE MULTI-AGENCY EXERCISE** responded to ferry. Participants included OHFD, OHPD, Navy Region NW Fire & Emergency Services, N. Whidbey Fire & Rescue, Central Whidbey Island Fire & Rescue and Whidbey General Hospital.
- In addition, OHFD personnel participated in the **ANNUAL NORTH WHIDBEY COMMUNITY HARVEST THANKSGIVING DINNER** at the Elk's lodge.

December

- **INCIDENT RESPONSE: 88**
- **TRAINING HOURS: 78**
- **LATERAL POC FIREFIGHTER HIRED**: C.Hopkins.
- **ENTRY LEVEL POC FIREFIGHTER HIRED**: J.Goff, O.Haffner, J.Hammond, Jo.Janson*, Ja.Janson, L.Mattson, J.Russell, T.Walstad.
- **21ST ANNUAL OHFD FAMILY PARTY AND BANQUET** held at Station 81, honored firefighters and their families.
- **YEARS OF SERVICE:**
  POC FF J.Roberts - 14 yrs
  POCFFs G.Bull and J.Pauley - 1 yr

** prior OHFD service March 2003-August 2003*

"We wish to thank you for your generous contribution of time and equipment for the dedication of the PBY on July 10, 2010"
– PBY Memorial Foundation, July 2010

194

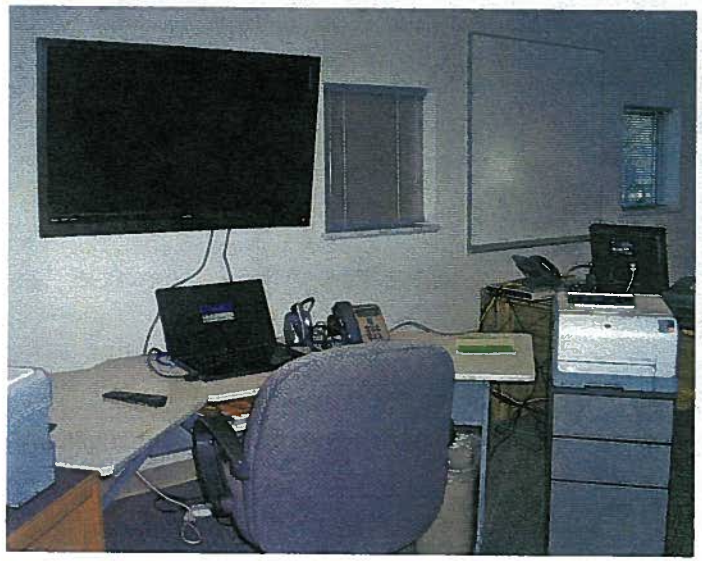
Preparing for all types of hazards our City can encounter is the prime concern of the **Department of Emergency Services.** They include all events from civil disorder to earthquakes. A top priority is the training of City employees and to promote and provide public education to prepare our citizens.

195

Oak Harbor EOC: Facing Emergencies with Technology

The City's Emergency Operations Center (EOC) is located at Oak Harbor Fire Department, Station 81 and Fire Chief Mark Soptich serves as the City's Emergency Operations Director (or Emergency Manager). The EOC is activated any time the City faces an emergency crisis or disaster; such as a severe winter storm. Key personnel from various City departments report to the EOC during the crisis to make operational decisions, collect and analyze data, and disseminate information to concerned agencies and individuals.

In 2010 the EOC was moved to a larger area within Station 81 and received some needed technology upgrades. When the City is not facing a crisis, the room is utilized as a meeting and training space.



Photos: Left, top—EOC in new location of Station 81 West wing. Left, bottom—a workstation within the EOC, and right, bottom—EOC radios ready for service. Photos by A. Braunstein, February 2010.

35 Years of Service... and counting

Firefighter Rich Rodgers was honored during a February 2010 City of Oak Harbor Council Meeting.

Above: Firefighter Rich and Bobbi Rodgers.
Below: FF Rodgers addresses the Council. Photos by R. Velasquez, February 2010

FIREFGHTER RICH RODGERS
OAK HARBOR FIRE DEPARTMENT

35 years in the fire service (1975 – 2010)
All with the **Oak Harbor Fire Department**

- Fireman of the Year - 1978
- One of the first EMT's at Department
- First Paramedic in the Department
- President of the Firefighter's Association total of 5 years
- Worked for 4 different Mayors
- Worked for 4 different Fire Chiefs
- Worked with 37 council members
- Worked with 126 different firefighters
- Instructor of EMT Program, CPR and First Aid at Skagit Valley College for 16 years.

Thank you

Back Cover Photo: OHFD Firefighters during a practice burn. Photo by R. Velasquez

City of Oak Harbor
City Council Agenda Bill

Bill No. 7

Date: April 19, 2011
Subject: 2011 Comprehensive Plan Amendments – Preliminary Docket

FROM: Steve Powers PSP
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents the preliminary docket for the 2011 Comprehensive Plan amendments. The 2011 preliminary docket proposes to continue work on the UGA capacity analysis.

AUTHORITY

The City is required by the Growth Management Act (GMA) to adopt a comprehensive plan and to review and revise it pursuant to RCW 36.70A.130. Oak Harbor Municipal Code Chapter 18.15 prescribes the process for considering Comprehensive Plan amendments. The code requires the Planning Commission to hold a public hearing, review the preliminary docket and make a recommendation to the City Council.

DISCUSSION

The code provides for three types of Comprehensive Plan amendments: sponsored amendments, initiated by members of the public; mandatory amendments to meet state and local deadlines; and discretionary amendments to proactively address goals and policies of the Comprehensive Plan. This year no sponsored amendments and no discretionary amendments are proposed.

Sponsored Amendments

Land Use Changes

The process to amend the Comprehensive Plan in 2011 was initiated in October of 2010. A notice in the Whidbey New Times was published informing the public of the amendment process and calling for applications. The notice was published on October 30, 2010 and included the application deadline of December 1, 2010 in accordance with OHMC 18.15.040(2). Land owners interested in changing the land use designation of their property normally submit applications during that time. The Development Services Department received a few phone calls with questions and interest but no applications were received. Therefore no land use change requests are included in the 2011 Comprehensive Plan Docket.

Mandatory Amendments

UGA Capacity Analysis

The City will continue to work on the UGA capacity analysis. In 2010, the work on the UGA capacity analysis was primarily related to data collection and methodology. In 2011, city staff will work with the County on furthering the analysis. The actual outcomes of this year's works on the UGA capacity analysis is unclear at this time, however, it is the City's intent to continue discussions with the County to determine how Oak Harbor's projected growth and the County's projected growth can be accommodated under the currently adopted goals and polices. Discussions with the County may or may not lead to changes in the capacity analysis.

Capital Improvements Plan (CIP)

The Capital Improvements Plan is updated annually in the Comprehensive Plan amendment cycle. The updates to the Plan incorporate the most recent and accurate information available. This normally includes updates to reflect consistency with adopted plans, updates to revenues and expenditures provided by the Finance Department, and any changes to the projects, schedules or project costs. The changes this year to the CIP are expected to fall in to one of the above types. The most significant change in projects will be the removal of the Pioneer Way Improvements project from the CIP as it will be completed in 2011. Other major changes to projects are not anticipated as there have been no new directions (new plans) adopted that would require additions or re-evaluation of the current project lists. Therefore the updates will primarily be related to updating revenues and expenditure for the various funds (sewer, water, stormwater, streets etc.). Since the updates would be primarily financial, there maybe some benefits to considering adopting this years CIP update along with the city's budget as permitted by RCW 36.70A.130(2)(a)(iii).

The benefits of adopting this year's CIP update with the city's budget are provided below:

- Review of the capital projects expenditures along with the city's budget
- Cost saving in printing new CIP documents when there are only minor changes
- The focus is on the numbers and not on goals and policies

Preliminary Docket Review Criteria

OHMC 18.15.070 establishes the criteria to review the Comprehensive Plan Amendment Docket. The table below provides the applicability of the criteria to the proposed preliminary docket.

Criteria provided in OHMC 18.15.070 (2)	UGA Capacity Analysis (continued)	Capital Improvements Plan	Land Use Changes (no applications received in 2011)
(a) The proposed amendments are consistent with Growth Management Act and the Countywide Planning Policies.	✓Yes Mandated (RCW 36.70A.130)	✓Yes Mandated (RCW 36.70A.130) but can also be	

Criteria provided in OHMC 18.15.070 (2)	UGA Capacity Analysis (continued)	Capital Improvements Plan	Land Use Changes (no applications received in 2011)
		adopted with the budget	
(b) The proposal does not appear to contradict other elements, goals and policies within the Comprehensive Plan.	No contradictions	No contradictions	
(c) The proposal will implement or further existing goals and policies in the Comprehensive Plan.	✓Yes Updates will keep the Comprehensive Plan in compliance with GMA	✓Yes Updates will keep the Comprehensive Plan in compliance with GMA	
(d) The proposal would correct an inconsistency within or make a clarification to a provision of the Comprehensive Plan.	NA	NA	
(e) The proposed amendments have been clearly defined to determine a fairly accurate scope of work.	✓Yes	✓Yes	
(f) The proposed amendments respond to an expressed desire by the community.	NA	NA	
(g) The public interest would be best served by considering the proposal in the current year.	✓Yes	✓Yes	

The preliminary docket does not include any proposals that are inconsistent with the criteria established in OHMC 18.15.070 (2).

PLANNING COMMISSION:

The amendments were compiled as a preliminary docket for review and recommendation by the Planning Commission. The Planning Commission conducted a public hearing on January 25, 2011 and recommended approval of the docket as presented.

STANDING COMMITTEE REPORT:

The Governmental Services Standing Committee reviewed the docket for the 2011 Comprehensive Plan Amendments on February 8, 2011.

RECOMMENDED ACTION:

1. Conduct the public hearing.
2. Approve the proposed the 2011 Comprehensive Plan Amendment docket.

ATTACHMENTS:

•Resolution adopting the annual docket for the 2011 Comprehensive Plan Amendments
•Planning Commission minutes from January 25, 2011 meeting

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE DOCKET FOR THE 2011 COMPREHENSIVE PLAN AMENDMENTS

WHEREAS, the City of Oak Harbor first adopted a Comprehensive Plan consistent with the requirements of the Washington State Growth Management Act (Chapter 36.70A RCW) in 1995 by Ordinance 1027, and adopted amendments to the plan in 1997 by Ordinance 1100, in 1998 by Ordinance 1161, in 2000 by Ordinance 1215, in 2001 by Ordinance 1287, in 2003 by Ordinance 1340, in 2004 by Ordinance 1396, in 2005 by Ordinance 1439, in 2007 by Ordinance 1488, in 2008 by Ordinance 1542, in 2009 by Ordinance 1564 and in 2010 by Ordinance 1594; and

WHEREAS, THE CITY OF OAK HARBOR, in the public interest, may adopt amendments or revisions to the Comprehensive Plan no more frequently than once per year in accordance with the State of Washington Growth Management Act RCW 36.70A.130(2); and

WHEREAS, the City of Oak Harbor in accordance with RCW 36.70A.130 has adopted Ordinance 1565 that established a schedule and process to review and amend the Comprehensive Plan; and

WHEREAS, the proposals in the preliminary docket, as presented below, were reviewed against the criteria established in OHMC 18.15.070(2) and determined to be consistent; and

WHEREAS, the Planning Commission conducted a public hearing on the preliminary docket on January 25, 2011 and recommended approval of a preliminary docket by the City Council; and

WHEREAS, the City Council conducted a public hearing on the docket on April 19, 2011;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor that the following shall be established as the 2011 Comprehensive Plan Docket:

2011 Comprehensive Plan Amendment Docket

Proposed Amendment	Type of Amendment	Priority as per OHMC 18.15.050
Capital Improvements Plan update (proposed to be adopted with the city budget)	Mandated 36.70A.070(3) and RCW 36.70A.130	Priority A
UGA Capacity Analysis (continued) Work with the county to further the analysis.	Mandated RCW 36.70A.130	Priority A
Land Use Changes - NONE	-	-

PASSED and approved by the City Council this _____, 2011.

THE CITY OF OAK HARBOR

_____
Jim Slowik
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
Margery Hite
City Attorney

PRELIMINARY DOCKET FOR THE 2011 COMPREHENSIVE PLAN AMENDMENTS – Public Hearing

Mr. Powers reported the City followed advertising procedures to inform the informing the public of the amendment cycle and called for applications. The City received no request for privately sponsored land use map amendments. Therefore, the docket has two items; the annual Capital Improvements Plan update and staff will continue to work on the UGA capacity analysis. In 2011, City staff will work with the County on furthering the analysis. It is not anticipated that there will be any actual Comprehensive Plan amendments coming out of the continuation of the 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 storm water 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 ar eas

City of Oak Harbor
City Council Agenda Bill

Bill No. 8
Date: April 19, 2011
Subject: North Whidbey Enterprise Area Economic Development Ordinance

FROM: Steve Powers RSP
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents an ordinance which amends Chapters 18.25, 12.40.030 of the Oak Harbor Municipal Code and Ordinance 1587 (utility rates) for the purpose of encouraging economic development within the North Whidbey Enterprise Area (NWEA).

AUTHORITY

RCW 35A.11.020 grants cities the power to regulate their municipal affairs. RCW 35.67.020 allows cities to set classes of rate payers based on "maters which present a reasonable difference as a ground of distinction."

SUMMARY STATEMENT

Economic development in the NWEA has long been a goal of the City with policy being established in the Comprehensive Plan and the North Whidbey Community Diversification Action Plan ("The Action Plan"). The proposed ordinance seeks to implement the goals from these planning documents for this area by revising Chapter 18.25 entitled "North Whidbey Enterprise Area Annexation Incentives", amending OHMC 12.40.030, (creating a new class of storm water rate payers) and amending Ordinance 1587 (which relate to storm water rates). The proposed ordinance essentially promotes economic development in the area by supporting city funded sewer construction projects when feasible, establishing requirements for hookup to city sewer and easing the transition to city storm water rates within the NWEA over a period of five years from the date of annexation. This agenda bill proposes conducting a public hearing and adopting the ordinance amending the two chapters and the rate ordinance listed above.

DISCUSSION

Background

In 1995, the City and the County jointly adopted the Action Plan as it was an economic development strategy which designated the NWEA for future employment growth. In addition,

the Action Plan also recommended extending City services (sewer, roads, etc.) to areas outside of the City boundary but within the UGA for economic development purposes. Subsequently, the Action Plan became the foundation for the Economic Development goals and policies of the City's Comprehensive Plan. In 2002, the City and the County jointly adopted the Interlocal Agreement which established development/zoning standards for the unincorporated portions of the UGA including for the NWEA. The Interlocal Agreement put policies in place encouraging "timely and orderly" annexation of the UGA.

The City recently completed a sewer line and pump station in Goldie Road. The City took the first step toward eliminating barriers to economic development in the NWEA by extending services outside the City boundary in the form of a sewer main and pump station in Goldie Road. In May of 2010, the City took the next step when Council adopted Chapter 18.25 known as the "North Whidbey Enterprise Area Annexation Incentives" which established incentives for annexation for the area; namely waiving annexation application fees, not requiring property owners to pay for a portion of the Goldie Road sewer project, and offering city assistance to property owners filing annexation petitions.

The Proposed Code

The proposed amendments to Chapter 18.25 in conjunction with the proposed amendments to OHMC 12.40.030 and the stormwater rates ordinance take the economic development objectives for this area a step further by reducing costs normally associated with annexation and easing the transition for property owners from Island County to the City. This is to be achieved by the following means:

- The City will, where feasible and when in accordance with Comprehensive Plan goals and policies, seek to obtain grants or other funding to support the construction of additional sewer projects within the NWEA.

- Properties within the NWEA are subject to OHMC 14.03.060(1)(d) which provides that such properties with existing functioning septic systems shall not be required to hook up to the sewer system unless Island County Health Department has declared their system has failed and cannot be repaired or the City Council has declared the same to be a public nuisance.

- The establishment of procedures addressing how existing or pending County approvals for properties within the unincorporated UGA will be processed by the City once those properties have been annexed.

- NWEAs storm water rates shall be graduated over time from the existing County rate to the City rate over a period of five years. Initially, the storm water utility rates for this area are proposed to be approximately one-third of the rate set forth for churches and non-profits as established in Ordinance 1587 on October 5, 2010 (see below).

Pending County Approvals

The permitting process has been identified as a barrier to economic development for the NWEA

as property owners who have existing or pending County approvals wonder what will happen to their project upon annexation to the City. It is possible that property owners may have begun the permitting process in the County but due to annexation may complete that process or undertake the approved project once the property is within the jurisdiction of the City. Therefore the proposed code establishes procedures addressing how existing or pending County approvals for properties within the unincorporated UGA will be processed by the City once those properties have been annexed.

The following is a summary of those procedures:

1. Pending applications for which no administrative decision has been rendered must be re-submitted to the City for processing. No additional fee will be charged. The application will be processed in accordance with the provisions of OHMC 18.20.

2. Pending applications requiring public hearings.
    a. If said hearing has not been conducted before the effective date of annexation, the application must be re-submitted to the City for processing. No additional fee will be charged. The application will be processed the same as #1 above.

    b. If said hearing has been conducted before the effective date of annexation, but for which a written decision has not been issued, the City will accept the written decision of Island County as the land use decision for the application.

3. Approved applications. The City will process development and building permits for projects previously approved by Island County as if those previous approvals occurred within the City.

Stormwater Rates

The utility rates ordinance establishes classes of customers for each utility service and sets the dollar amount of the fees charges for each utility service. The City's storm water system utility rate is calculated on the basis of total impervious surface. Industrial and planned industrial park properties (of which the Enterprise Area is largely comprised) are often characterized by large amounts of impervious surfaces. In addition, the regulation of storm water on Whidbey Island on lands under County jurisdiction is not subject to the NPDES Phase II Clean Water permit while lands within the City are subject to the Phase II permit. This has resulted in a wide disparity in fees charged for storm water management inside the City and storm water management fees charged outside the City limits. For these reasons stormwater fees have been identified as a barrier to economic development for the NWEA.

In the interest of economic development, it is appropriate for City Council to establish a schedule for a phased implementation of a storm water system rate for properties within the NWEA to assist in the transition from County jurisdiction outside the scope of the NPDES Phase II permit to city jurisdiction within the NPDES Phase II permit. The NWEA rates to be graduated over time from approximately the existing County rate to a special City rate over a period of five years are shown in the following abbreviated table:

MONTHLY STORM DRAIN RATE	Effective 12/20/10	Effective 12/20/11	Effective 12/20/12	Effective 12/20/13	Effective 12/20/14
Residential					
Single Family (per account)	$11.00	$11.20	$11.45	$11.70	$11.95
Multi-Family (per unit)	$11.00	$11.20	$11.45	$11.70	$11.95
Commercial *(including non-residential, Schools, Churches, Non-Profits, Industrial, Hotel-Motel, Marina)* (per ERU)					
Commercial	$11.00	$11.20	$11.45	$11.45	$11.95
Multi-Commercial	$11.00	$11.20	$11.45	$11.45	$11.95
Hotel/Motel	$11.00	$11.20	$11.45	$11.45	$11.95
Commercial & Residential	$11.00	$11.20	$11.45	$11.45	$11.95
Schools	$8.80	$9.52	$10.31	$11.12	$11.95
Churches & Non-Profits	$4.40	$6.16	$8.02	$9.95	$11.95
North Whidbey Enterprise Area	$1.47	$2.05	$2.67	$3.32	$3.99

STANDING COMMITTEE REPORT

This item was reviewed by the Public Works Standing Committee on April 7, 2011 and the Governmental Services Standing Committee on April 12, 2011.

RECOMMENDED ACTION

1. Conduct a public hearing on the ordinance.
2. Adopt the ordinance amending Oak Harbor Municipal Code Chapters 18.25 and 12.40 and amending Ordinance 1587 (utility rates) for the purposes of establishing the North Whidbey Enterprise Area Economic Development Objectives.

ATTACHMENTS

A. NWEA Economic Development draft ordinance

MAYOR'S COMMENTS

ORDINANCE NO. __

AN ORDINANCE SETTING ECONOMIC DEVELOPMENT OBJECTIVES FOR THE "NORTH WHIDBEY ENTERPRISE AREA" BY: AMENDING CHAPTER 18.25 OF THE OAK HARBOR MUNICIPAL CODE ENTITLED "NORTH WHIDBEY ENTERPRISE AREA ANNEXATION INCENTIVES", RETITLING THE CHAPTER TO REFLECT A BROADER GOAL OF REACHING ECONOMIC DEVELOPMENT OBJECTIVES, AMENDING CH. 12.40 OHMC TO ESTABLISH A NEW CLASS OF RATE-PAYERS, AND AMENDING ORDINANCE NO. 1587 TO ESTABLISH THE RATES FOR THE NEW CLASS OF RATE-PAYERS

WHEREAS, the City Council of the City of Oak Harbor desires to encourage economic development opportunities in the community through the implementation of the Comprehensive Plan; and

WHEREAS, a main component of the Comprehensive Plan Economic Development Element is based on the North Whidbey Economic Diversification Action Plan, a plan aimed at identifying actions necessary for Oak Harbor to diversify its economy so as not to rely mainly on Naval Air Station Whidbey Island for the community's economic vitality; and

WHEREAS, both of these planning documents identify the North Whidbey Enterprise Area, an area within the northern portion of the City of Oak Harbor's Urban Growth Area, as a location appropriate for the creation of employment opportunities; and

WHEREAS, Whidbey Island and Oak Harbor are geographically removed from the Interstate 5 corridor by more than 20 miles; and

WHEREAS, the connection off of Whidbey Island to the mainland (State Route 20) relies on a two-lane bridge which may limit the amount and types of surface transportation serving Oak Harbor; and

WHEREAS, Whidbey Island is not served by either a rail line or by a commercial aviation airport; and

WHEREAS, the combination of the above factors places Oak Harbor at a disadvantage when it comes to diversifying its economy through the growth of existing business and the attraction of new industrial or planned industrial park industries and jobs; and

WHEREAS, to overcome this disadvantage the City Council believes it necessary to create economic development objectives to encourage new businesses to locate in our community or for existing businesses to remain and to grow; and

WHEREAS, the Comprehensive Plan Economic Development Element and Utility Element, in their goals and policies, have established a strong policy basis on which such

objectives may be approved as part of the City's Municipal Code; and

WHEREAS, private sector businesses are often concerned about the cost of constructing infrastructure mains to serve their facilities; and

WHEREAS, it is common for city governments to encourage economic development through the provision of public infrastructure to promote economic development opportunities; and

WHEREAS, the City has access to infrastructure funding sources such as grants and low-interest loans, that private sector businesses do not have access to; and

WHEREAS, it is appropriate, where feasible and economically prudent, for the City to utilize its access to these funding sources for the purposes of designing and installing major infrastructure projects with the goal of attracting new or expanding businesses; and

WHEREAS, industrial and planned industrial park properties are often characterized by large amounts of impervious surfaces; and

WHEREAS, the City's storm drain utility rate is calculated on the basis of total impervious surface; and

WHEREAS, an anomaly exists in the regulation of storm water on Whidbey Island in that lands under County jurisdiction are not subject to the NPDES Phase II Clean Water permit while lands within the City are subject to the Phase II permit; and

WHEREAS, this regulatory anomaly has created a wide disparity in fees charged for storm water management inside the City and storm water management fees charged outside the City limits; and

WHEREAS, in the interest of economic development, it is appropriate for the City Council to establish a special class with respect to storm water system rates for North Whidbey Enterprise Area properties as a means to assist existing businesses during their transition from fees charged by unincorporated Island County to the fees required under the NPDES Phase II permit to be charged by the City of Oak Harbor; and

WHEREAS, the City Council, while wishing to encourage economic development, understand that this goal must be balanced with the community's state-mandated obligations to meet the requirements of the NPDES Phase II permit; and

WHEREAS, establishing a schedule for a phased implementation of a storm water system rate for properties within the North Whidbey Enterprise Area may help achieve both of these goals; and

WHEREAS, the permitting process is often identified as a barrier to economic development; and

WHEREAS, it is possible that property owners may have begun the permitting process in the County but due to annexation may complete that process or undertake the approved project once the property is within the jurisdiction of the City; and

WHEREAS, therefore it is reasonable for the City to establish procedures addressing how existing or pending County approvals for properties within the unincorporated UGA will be processed by the City once those properties have been annexed.

NOW, THEREFORE

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

Section One. Oak Harbor Municipal Code Chapter 18.25 adopted by § 2 of Ordinance 1575 is hereby amended to read as follows:

Chapter 18.25

NORTH WHIDBEY ENTERPRISE AREA ~~ANNEXATION INCENTIVES~~ ECONOMIC DEVELOPMENT OBJECTIVES

Sections:

18.25.010 Purpose.
18.25.020 Applicability.
18.25.030 Annexation Incentives.
18.25.040 Economic Development Objectives
18.25.050 Pending Island County Approvals.

18.25.010 Purpose.

The purpose of this chapter is to encourage economic development within the North Whidbey Enterprise Area ~~timely and orderly annexation of properties within the North Whidbey Enterprise Area~~ in accordance with the City of Oak Harbor Comprehensive Plan~~, Interlocal Agreement Between Island County and the City of Oak Harbor,~~ and the North Whidbey Community Economic Diversification Action Plan. ~~for the purposes of economic development and enhancement of commercially zoned property within the city limits.~~ To further this objective, this chapter establishes annexation incentives available to properties within the North Whidbey Enterprise Area, and once annexed, encourages public infrastructure support in keeping with State law. ~~to annex to the City of Oak Harbor.~~

18.25.020 Applicability.

This chapter applies to the area known as the "North Whidbey Enterprise Area" within the boundaries shown on Exhibit A attached to this ordinance and available at the City Clerk's Office.

18.25.030 Annexation Incentives.

The city hereby establishes the following incentives for annexation of properties within the North Whidbey Enterprise Area:

(1) Annexation application fees. There shall be no fee to file an annexation application for properties within the North Whidbey Enterprise Area. This incentive shall ~~be available for a period of five years following the adoption of this ordinance after which it shall expire.~~expire on May 27, 2015.

~~(2) Sewer connection fees. The City will not seek to recover the construction cost of the Goldie Road Sewer Project (Engineering Project No. 06-50) from annexing properties.~~

(~~3~~2) City assistance. The city may provide administrative assistance in the processing and filing of annexation petitions if such assistance is requested by the property owner(s).

18.25.040 Economic Development Objectives

(1) The Goldie Road Sewer Project (Engineering Project No. 06-50) was funded through an economic development grant and through City sewer funds contributed for economic development purposes. In keeping with the economic development goals of this project, the City will not seek to recover its share of the project costs.

(2) The City will, where feasible and when in accordance with Comprehensive Plan goals and policies, seek to obtain grants or other funding to support the construction of additional sewer projects within the North Whidbey Enterprise Area.

(3) Properties within the North Whidbey Enterprise Area with existing functioning septic systems are subject to the same sewer connection requirements as other properties annexed into the City after January 1, 2001 (see OHMC 14.03.060(1)(d)).

18.25.050 Pending Island County Approvals.

The Interlocal Agreement between Island County and City of Oak Harbor adopted in 2002 and confirmed for implementation in 2003 established a number of policies related to development within the North Whidbey Enterprise Area, including those related to promoting annexation, common development standards and joint review of applications. With this policy structure in place it is reasonable for the City to establish the following procedures addressing how existing or pending County approvals for properties within the unincorporated UGA will be processed by the City once those properties have been annexed.

(1) Pending applications requiring administrative decision. Applications pending with Island County for which no decision has been rendered must be re-submitted to the City for processing. The City will accept the application without additional application fee. The application will be processed in accordance with the

provisions of OHMC 18.20.

(2) Pending applications requiring public hearings.

(a) An application that is pending with Island County which requires a public hearing, but said hearing has not been conducted before the effective date of annexation, must be re-submitted by the applicant to the City for processing. The City will accept the application without additional application fee. The application will be processed in accordance with the provisions of OHMC 18.20.

(b) For an application pending with Island County for which a public hearing has been conducted before the effective date of annexation, but for which a written decision has not been issued, the City will accept the written decision of Island County as the land use decision for the application.

(3) Approved applications. The City will process development and building permits for projects previously approved by Island County as if those previous approvals occurred within the City.

Section Two. Ch. 12.40 OHMC last amended by Ordinance No. 1582 §1 in 2010 is hereby amended to read as follows:

Chapter 12.40
DRAINAGE UTILITY CHARGES[1]

Sections:

12.40.010 Definitions.
12.40.020 Charge system established – Charges imposed.
12.40.025 Criteria established.
12.40.030 Storm water system service charges – Schedule – Exemptions.
12.40.040 Storm water system service charges – Adjustments.
12.40.050 Billing.
12.40.060 Assessment for charges.
12.40.065 Rainwater harvesting rate reduction.
12.40.070 Storm water system fund.
12.40.075 Storm water system service charges – Sufficiency.
12.40.080 Revenue disposition and expenditure conditions.
12.40.085 Annual review of rates.
12.40.090 Liability disclaimer.
12.40.100 Delinquent payments – Enforcement procedures.
12.40.105 Billing and collection procedures.

12.40.010 Definitions.

For purposes of this chapter, the words or phrases below shall have the following meanings:

(1) "Administrator" is the person designated by the mayor to manage the utility.

(2) "Billing year" means the calendar year that bills are sent.

(3) "City" means the city of Oak Harbor.

(4) "Condominium" means the ownership of single units or apartments in a building containing two or more units or two or more buildings each containing one or more units with common areas and facilities as provided in Chapter 64.32 RCW and permitted pursuant to OHMC 21.80.025.

(5) "Developed parcel" means any parcel altered from the natural state by the construction, creation, or addition of impervious surfaces.

(6) "Drainage service charge" and "storm water system service charge" means the fee imposed by the city upon all parcels of real property, except exempted properties, located within the boundaries of the city.

(7) "Environmentally sensitive areas" means parcels identified pursuant to Chapter 20.12 OHMC and parcels with trees protected under Chapter 20.16 OHMC.

(8) "Equivalent residential unit (ERU)" means a configuration of development or impervious surfaces estimated to contribute an amount of runoff to the city's storm water drainage system which is approximately equal to that created by the average single-family residential parcel. One ERU is equal to 3,300 square feet of impervious surface area or any portion thereof.

(9) "Impervious surface" or "impervious ground cover" means those hard areas which prevent or retard the entry of water into the soil in the manner that such water entered the soil under natural conditions pre-existent to development, or which cause water to run off the surface in greater quantities or at an increased rate of flow than that present under natural conditions pre-existent to development including, but not limited to, such surfaces as rooftops, asphalt or concrete paving, driveways, parking lots, walkways, patio areas, storage areas, hardpan, compacted surfaces, or other surfaces which similarly affect the natural infiltration or runoff patterns existing prior to development.

(10) "NPDES" means the National Pollutant Discharge Elimination System under the Federal Clean Water Act, the national program for issuing, modifying, revoking, and reissuing, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the state from point sources. These permits are referred to as NPDES permits and in Washington State are administered by the Department of Ecology.

(11) "NPDES Phase II municipal storm water permit" means the permit issued by the Department of Ecology pursuant to the Federal Clean Water Act whose requirements are applicable to the city.

(12) "Non-single-family residential properties or parcels" means properties or parcels which contain two or more residential dwelling units and institutional, commercial or industrial properties.

(13) "Parcel" means the smallest separately segregated unit or plot of land having an identified owner(s), boundaries, and area as defined by the Island County assessor and recorded in the Island County assessor real property file or in the Island County assessor maps.

(14) "Property owner of record" shall be the person or persons recorded by the Island County assessor to be the owner(s) of property and to whom property tax statements are

directed.

(15) "Public benefit nonprofit corporation" means a corporation that complies with the provisions of the Washington Nonprofit Corporation Act, Chapter 24.03 RCW, and that holds a current tax exempt status as provided under 26 USC 501(c)(3) or is not required to apply for its tax exempt status under 26 USC 501(c)(3) as defined in RCW 24.03.490. No property may be designated as a public benefit nonprofit corporation until proof of public benefit nonprofit corporation status pursuant to RCW 24.03.490 is filed with the administrator.

(16) "Rate category" means the classification of properties, based upon the estimated percentage of impervious surface on the parcel, for purposes of establishing drainage service charges.

(17) "Residence" means a building or structure, or portion thereof, designed to be used as a place of abode for human beings and not used for any other purpose. The term "residence" includes the terms "residential," "residential unit," and "dwelling unit" as referring to the type or intended use of a building or structure.

(18) "Single-family residential property or parcel" means any property or parcel which contains one residential dwelling unit.

(19) "System" or "storm water drainage system" means the entire system of flood protection and storm and surface water drainage facilities owned or leased by the city or over which the city has right of use for the movement and control of storm and surface water runoff, including both naturally occurring and manmade facilities. The definition also includes the conveyance or storage of storm and surface waters that flow through, under, or over lands, land forms, watercourses, sloughs, streams, ponds, rivers, lakes and wetlands, beginning at a point where storm or surface waters enter the city system and ending at a point where such storm or surface waters exit from the city's storm and surface water system, and in width to the full extent of inundation caused by storm or flood conditions.

Throughout this chapter, the term "drainage facilities" is used to refer to the storm and surface water drainage facilities.

(20) "Undeveloped parcel" means any parcel which has not been altered from its natural state by the construction, creation or addition of any impervious surfaces.

(21) "Utility" means the city of Oak Harbor storm water drainage system utility. In this title the term "storm water" is often used to refer to both storm and surface water.

12.40.020 Charge system established – Charges imposed.

A storm water system service charge shall be imposed by the city of Oak Harbor on all real property located within Oak Harbor city limits and the owners thereof, except those granted exemption as listed in OHMC 12.40.030. A system and structure of storm water system service charges are hereby established in accordance with the provisions of this chapter.

12.40.025 Criteria established.

The council finds that the existence of impervious surfaces on real property within the city limits contributes to and burdens the city's storm water drainage system. The council further finds that the amount of impervious surfaces, as reasonably determined for a class or parcel of property, shall be the basis for the imposition of a storm water system service

charge.

12.40.030 Storm water system service charges – Schedule – Exemptions.

(1) A storm water system service charge is imposed on every parcel within the city and the owner(s) thereof, except for the following exempted property(ies):

(a) City streets, it being expressly found that all such city streets, roads, alleys and rights-of-way collect and transport storm and surface water from multiple individual properties and that the value of such collection and transport is equal to the reasonable charge therefor that would otherwise be charged by the city; and

(b) State of Washington highways, so long as the state of Washington shall agree to maintain, construct and improve all drainage facilities associated with state highways as required by the utility in conformance with all utility standards for maintenance, construction and improvement hereafter established by the utility and so far as such maintenance, construction and improvements shall be achieved at no cost to the utility or to the city; and

(c) All other streets, so long as such streets provide drainage services in the same manner as city streets and the owner(s) shall agree to maintain, construct and improve all drainage facilities associated with such streets as required by the utility in conformance with all utility standards for maintenance, construction and improvement thereafter established by the utility and so far as such maintenance, construction and improvements shall be achieved at no cost to the utility or to the city; and

(d) Undeveloped parcels.

(2) The storm water system service charge established herein shall be based upon the contribution of increased storm water runoff from a parcel to the system due to impervious surfaces on that parcel. Single-family residential parcels are grouped together in one rate category based on an estimated city-wide average contribution of storm water runoff from single-family residential parcels. The amount of contribution for other properties is measured by the estimated square footage of impervious surface area on the parcel.

(3) Storm water system service charge rate categories shall be as follows:

(a) Single-Family Residential Rates. The single-family residential flat charge shall be based upon the average parcel size and average percentage of impervious surfaces on single-family residential parcels in the city limits. The average impervious surface area attributable to a single-family residence shall be 3,300 square feet.

(b) North Whidbey Enterprise Area Rates. To assist in the transition from County jurisdiction outside the scope of the NPDES Phase II permit, to city jurisdiction within the NPDES Phase II permit, the North Whidbey Enterprise Area rates shall be graduated over time from a rate approximate to the existing County rate to the City rate over a period of five years.

(~~b~~c) All other properties shall pay a rate based on the amount of impervious surface area to be calculated by multiplying the rate for single-family residential properties by a quotient derived from dividing the total number of square feet of impervious surface area by 3,300. The quotient shall be rounded to the nearest tenth.

(~~c~~d) For condominiums, the drainage service charge shall be based on the amount of impervious surface of the entire parcel; provided, that all of the units in the condominium are served by a single meter. Each condominium unit shall be responsible

for an equal proportional amount of the total impervious surface on the parcel served by its assigned meter. In the event that a condominium is served by multiple meters, each meter shall be assigned a proportional amount of the total impervious surface based on land use code, site visits, and other information to estimate the measurement of impervious area.

(4) Each bill shall be rounded up to the nearest even number of cents

12.40.040 Storm water system service charges – Adjustments.

(1) Any person receiving a storm water system service charge may apply in writing to the utility for a bill adjustment so long as the billing is paid. Filing such a request does not extend the period for payment of the charge. Requests for adjustments on delinquent accounts will not be acted upon until paid in full prior to decision.

(2) A request for a bill adjustment may be based on one or more of the following:

(a) The area of the parcel is incorrect;

(b) The property is not assigned the proper rate category;

(c) The amount of impervious surface on a non-single-family residential parcel is incorrect;

(d) The parcel is exempt under the provisions of OHMC 12.40.030;

(e) The parcel is wholly or partially outside the Oak Harbor city limits; or

(f) The storm water system service charge is otherwise erroneous in applying the terms of this chapter.

(3) Applications for adjustments may be made to the utility and shall be decided by the administrator for the utility or administrator's designee. The burden of proof shall be on the applicant to show that the rate adjustment sought should be granted. All decisions of the utility shall be final.

(4) Applications for rate adjustment must be filed within one year of the billing date. To receive credit in the current billing year, however, applications for rate adjustment must be made no more than 90 days after the initial billing date for that year. Applications received after 90 days of the billing date shall be effective for subsequent years only.

(5) If the utility grants an adjustment which reduces the charge for the current year, the applicant shall receive an adjusted bill or be refunded the amount overpaid. If the utility determines that an adjustment should be made which increases the charge due for the current year, the applicant shall receive a supplemental bill that will be due within 45 days of the date of issue. Applicants for rate adjustments shall be notified in writing of the utility's decision.

(6) Decisions of the administrator on requests for rate adjustments shall be final unless, within 30 days of the date the decision was mailed, the applicant files a petition for a writ of certiorari in the superior court with jurisdiction.

12.40.050 Billing.

Billing shall be completed by the finance department on a monthly basis as determined to be appropriate by the finance director.

12.40.060 Assessment for charges.

All parcels subject to a storm water system service charge shall be billed based upon

the rate category and acreage applicable to each such parcel as of November 1st of the year prior to the billing year. The administrator shall provide to the finance department by that date changes to the listing of parcels and estimated billings for the changes to be applied for next year starting January 1st.

12.40.065 Rainwater harvesting rate reduction.

Pursuant to RCW 35.67.020(3), the storm water system charge imposed pursuant to this chapter shall be reduced by 10 percent for any new or remodeled commercial building that utilizes a permissive rainwater harvesting system which is properly sized to utilize the available roof surface of the building. Any customer seeking such a rainwater harvesting rate reduction shall have the burden of establishing that there is a qualified rainwater harvesting system and shall present such evidence by application to the administrator.

12.40.070 Storm water system fund.

There is hereby created a storm water system fund which is to be used in the operation of the drainage utility. All storm water system service charges shall be deposited in this fund, to be used only for the purpose of paying all or any part of the cost and expense of providing storm water system services, or to pay or secure the payment of all or any portion of any issue of general obligation or revenue bond issued for such purpose. The storm water system service charge rates shall be established by ordinance.

12.40.075 Storm water system service charges – Sufficiency.

The storm water system service charges, inspection and permit fees, application and connection fees, and such other fees and charges as are provided for the support of the storm water system shall be necessary and sufficient in the opinion of the city council to pay for the following:

(1) The costs associated with the development, adoption and implementation of a comprehensive storm drainage utility master plan;

(2) The costs, including debt service and related financing expenses, of the construction and reconstruction of storm drainage and water quality facilities necessary and required for the management of storm and surface waters that benefit the service area;

(3) The operation, repair, maintenance, improvement, replacement and reconstruction of storm drainage facilities that benefit the service area;

(4) The purchase of a fee or lesser interest, including easements, in land which may be necessary for the storm drainage system in the service area including, but not limited to, land necessary for the installation and construction of storm drainage facilities and all other facilities which are reasonably required for proper and adequate management of storm water for the benefit of the service area; and

(5) The costs of monitoring, inspection, enforcement, and administration of the utility including, but not limited to, water quality surveillance, private maintenance inspection, construction inspection, and other activities which are reasonably required for the proper and adequate implementation of the city's storm and surface water policies.

The fees and charges to be paid and collected pursuant hereto shall not be used for general or other governmental or proprietary purposes of the city except to pay for the

equitable share of the costs of accounting, management, and government thereof incurred on behalf of the utility.

12.40.080 Revenue disposition and expenditure conditions.

All moneys obtained pursuant to this chapter shall be credited and deposited in the storm water system fund. Moneys deposited in the storm water system fund from storm water system service charges shall be expended for administering, operating, maintaining, or improving the drainage system, including all or any part of the cost of planning, designing, acquiring, constructing, repairing, replacing, improving, regulating, educating the public, or operating present or future drainage facilities owned by the utility, or to pay or secure the payment of all or any portion of any debt issued for such purpose and the related reserve and coverage requirements. Moneys shall not be transferred to any other funds of the city except to pay for expenses attributable to the system.

12.40.085 Annual review of rates.

The city council should review the storm water system service charges annually to ensure the rates charged are sufficient to cover the operational and capital costs of the storm water drainage system. The rates shall be set by ordinance.

12.40.090 Liability disclaimer.

Floods from storm water runoff may occasionally occur which exceed the capacity of drainage facilities constructed and maintained by funds made available under this chapter. This chapter does not imply that property liable for the drainage service charge established herein will always be free from storm water flooding or flood damage. The establishment of this utility does not purport to reduce the need or the necessity for the owner obtaining flood insurance.

This chapter shall be administered and enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.

No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action.

12.40.100 Delinquent payments – Enforcement procedures.

(1) Storm water system service charges or any part thereof which become delinquent shall bear interest as provided in RCW 35.67.200 at the rate of eight percent per year, or such rate as may hereafter be authorized by law, computed on a monthly basis from the date of delinquency until paid.

(2) The city shall have a lien for all delinquent and unpaid storm water system service charges, including interest thereon, against any parcel for which the storm water system service charges are delinquent as provided by RCW 35.67.200. The lien shall have superiority as established by RCW 35.67.200 and shall be foreclosed in the manner provided in RCW 35.67.210 through 35.67.290. In the case of foreclosure actions to collect delinquencies, the city shall seek also to collect reimbursement of reasonable costs of collection including, but not limited to, attorney's fees, staff time, and filing fees.

(3) The city shall have the authority to enforce its lien by cutting off and refusing water service to the premises to which such storm water sewer services were furnished after the charges become delinquent and unpaid, until the charges are paid, as provided in RCW 35.67.290.

12.40.105 Billing and collection procedures.

Billing and collection procedures for the utility shall be as provided in this title and OHMC Title 3 and under state law as now in effect or hereafter amended.

Section Three. Rate Ordinance. Ordinance No. 1587 § 3, setting storm water utility rates for service by City of Oak Harbor utilities, adopted on October 5, 2010 is hereby amended to read as follows:

MONTHLY STORM DRAIN RATE	Effective 12/20/10	Effective 12/20/11	Effective 12/20/12	Effective 12/20/13	Effective 12/20/14
Residential					
Single Family (per account)	$11.00	$11.20	$11.45	$11.70	$11.95
Multi-Family (per unit)	$11.00	$11.20	$11.45	$11.70	$11.95
Commercial *(including non-residential, Schools, Churches, Non-Profits, Industrial, Hotel-Motel, Marina)* (per ERU)					
Commercial	$11.00	$11.20	$11.45	$11.45	$11.95
Multi-Commercial	$11.00	$11.20	$11.45	$11.45	$11.95
Hotel/Motel	$11.00	$11.20	$11.45	$11.45	$11.95
Commercial & Residential	$11.00	$11.20	$11.45	$11.45	$11.95
Schools	$8.80	$9.52	$10.31	$11.12	$11.95
Churches & Non-Profits	$4.40	$6.16	$8.02	$9.95	$11.95
North Whidbey Enterprise Area	$1.47	$2.05	$2.67	$3.32	$3.99

Section Four. 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 Five. 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:

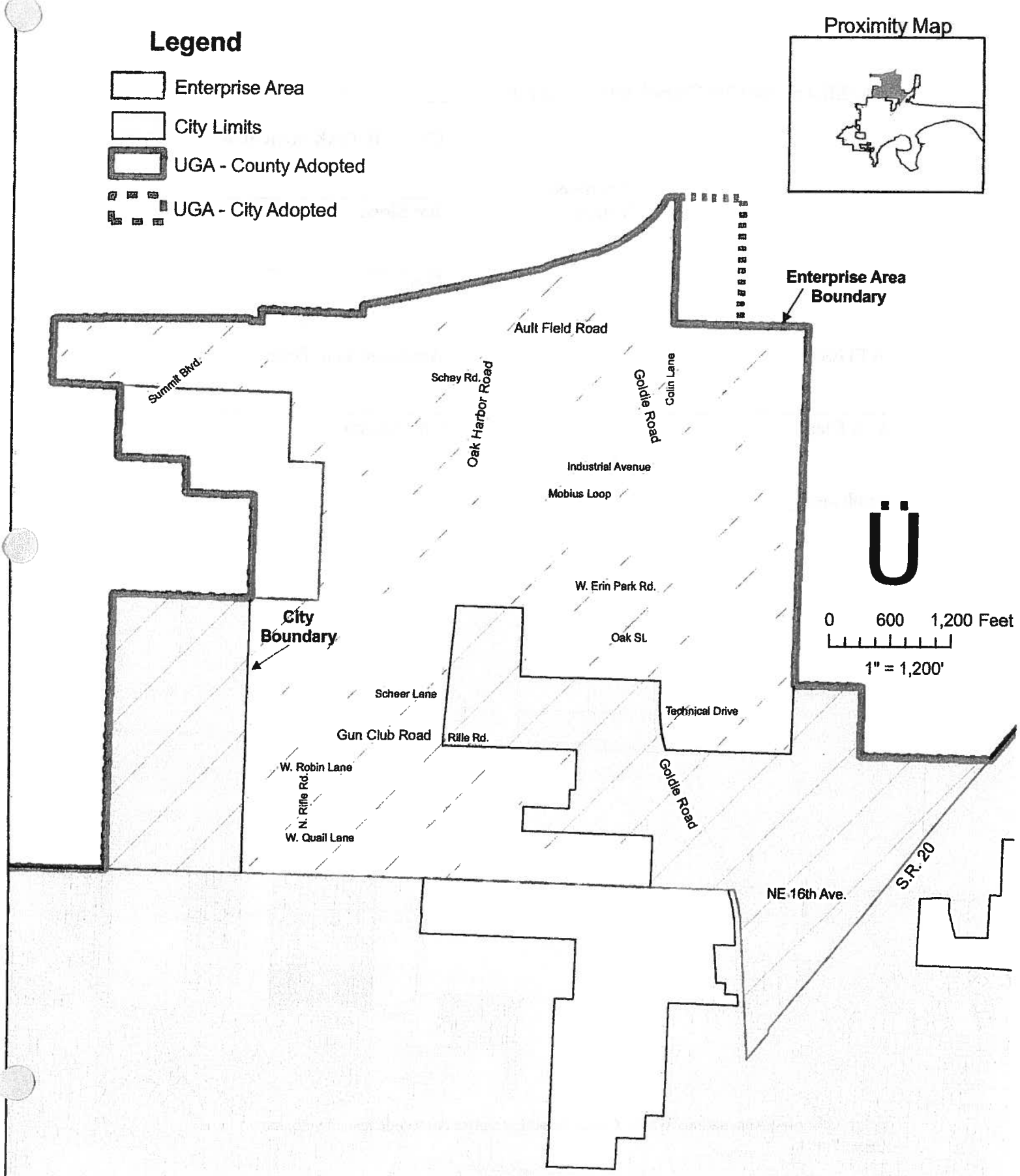
_____
City Clerk

Approved as to Form:

_____
City Attorney

Published:_____

EXHIBIT A
NORTH WHIDBEY ENTERPRISE AREA



City of Oak Harbor
City Council Agenda Bill

Bill No. 9
Date: April 19, 2011
Subject: Goldie Road Annexation

FROM: Steve Powers, SP
Director, Development Services Department

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 proposed Goldie Road Annexation for the City Council's consideration.

AUTHORITY
The authority for annexation is established by RCW 35A.14.010.

SUMMARY STATEMENT
The proposed annexation encompasses approximately 122 acres and is for property located on the east side of Goldie Road, from Technical Drive on the south to Ault Field Road on the north. The annexation area lies within the North Whidbey Enterprise Area. A map of the annexation area is shown in Attachment 1. The creation of this area was called for in the North Whidbey Economic Diversification Action Plan, a plan aimed at identifying actions necessary for Oak Harbor to diversify its economy so as not to rely mainly on Naval Air Station Whidbey Island for the community's economic vitality. Annexation of properties within this area is seen as a necessary step in meeting identified economic development goals.

BACKGROUND
On January 13, 2007 Mr. Ron Wallin submitted a 'notice of intent to commence annexation proceedings' to the Mayor's office (Attachment 2). The signatures on this document represented the minimum 10% of the assessed valuation of the proposed annexation area that is necessary for the annexation process to begin. After conducting a public meeting with the proponents on February 20, 2007 the City Council authorized the annexation to proceed. Signed petitions were submitted to the City beginning in July 2010.

Shortly after that time, staff reviewed the submitted petitions with Mr. Wallin to determine whether the required 60% of assessed valuation threshold had been met. The threshold had not been met and Mr. Wallin concluded he was unlikely to receive any

more signatures in support. As has been past practice staff and the proponent discussed proposing that the annexation area boundary be revised so that the required 60% of the total assessed valuation could be achieved. The revised boundary would have deleted the two most northern properties from the annexation area.[1] Subsequently, staff submitted the petition to Island County for the RCW required determination of sufficiency. The Island County Assessor issued a determination of sufficiency on January 10, 2011 for the modified annexation area boundary.

On February 1, 2011 Mr. Corey Johnson, in conjunction with several other property owners, submitted a letter to the Mayor outlining their questions and concerns regarding the proposed annexation (please see Attachment 3). Mr. Johnson and his colleagues also appeared before the City Council on that same date. The Mayor and city staff met with property owners on March 10th to present answers to the questions raised in the letter, to discuss the proposed amendments to the North Whidbey Enterprise Area code and to generally discuss the annexation (please see Attachment 4).

Several property owners had questions and concerns regarding the proposed, modified annexation area boundary. Most thought that if the boundary was to be changed that it should come as the result of City Council direction, rather than as a proponent and staff proposal.[2] As a result of the property owner comments and of the Legal Department's review, staff took steps to place the original annexation area boundary before the City Council. These steps included the City exercising the power of attorney granted to it by many of the property owners with the City signing annexation petitions[3]. City staff also sought and received signatures on petitions from property owners that had through the pre-annexation agreements agreed to sign annexation petitions upon request. Finally, staff received updated signatures on petitions for properties owned by Mr. Wallin and his business associate. Through this method 72.08% of the total assessed valuation is represented, which exceeds the required 60% for a petition to be considered valid. The petition with a summary chart of assessed valuation is included as Attachment 5. The City has forwarded the petition on to the Island County Assessor for the required determination of sufficiency. The County Assessor issued a determination of sufficiency on April 12, 2011.

If the annexation is approved the City will benefit from additional property and sales tax revenue. Similarly, the City will assume additional service and maintenance obligations for the newly annexed area. To assist the City Council in understanding its overall effect, staff has prepared a fiscal impact report for the proposed annexation (Attachment 6).

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[1] This is for information only; the revised area is not presented for City Council action.
[2] After a review of the applicable RCW, the Legal Department expressed a similar viewpoint.
[3] The power of attorney was granted by property owners through their signatures on water service or pre-annexation agreements.

COMPREHENSIVE PLAN CONSISTENCY

Urban Growth Area Element

The decision to annex the property must be reviewed against the Comprehensive Plan's goals and policies. The goals and policies that primarily apply to annexation are under the Urban Growth Area Element of the Comprehensive Plan. Goal 4 of the Urban Growth Area Element directly applies to annexation of property into the City. The proposed annexation is reviewed against the policies listed under this goal.

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

Response: The southern and eastern border of the proposed annexation area is contiguous to the City limits. Properties immediately to the south are developed. Additionally, the annexation area is within the City's urban growth boundary and the North Whidbey Enterprise Area. Annexation for this area has been anticipated by the City and Island County in the North Whidbey Community Diversification Action Plan since at least 1995. For these reasons, the subject annexation is a logical geographic and service area extension for the City. This policy is met.

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

Response: The proposed annexation will not create any unincorporated enclaves within the City, as shown in Attachment 1. The policy is met.

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

Response: The following discussion describes the public facilities currently available or planned for the proposed annexation area.

- ***Sewer.*** *A sewer trunk line was recently installed in Goldie Road extending to Ault Field Road. The trunk line will be available to serve individual properties immediately after annexation. The Engineering Division reports that the City's sewer treatment plant has sufficient capacity to accommodate new connections, as well as future growth in the annexation area. The Comprehensive Sewer Plan conservatively estimates that the City's waste water treatment plant will need to be replaced in 2017 to accommodate future growth. The City is currently undergoing a planning process to locate a new waste water treatment plant and is on schedule to have the new treatment plant completed by 2017.*

  The Fiscal Impact Report in takes into account annual maintenance costs for provision of sewer to the area and compares these with revenues to the City from connection charges and monthly charges that will be received by the City. Staff are projecting net positive revenues to the City from the provision of sewer services to the area. Therefore, sewer service can be efficiently, economically, and practically provided to the annexation area.

- ***Water.*** *Water infrastructure already exists in the Goldie Road area. A total of 18 of the 23 properties in the proposed annexation area are currently connected to City water services. There is both a 12-inch and an 8-inch diameter line in Goldie Road, with 8-inch lines extending into the annexation area in select locations. The City Engineering Division reports that there is sufficient capacity in the existing water system to accommodate additional growth from annexation and development of the subject properties. A new 12-inch water line will need to be installed in Ault Field road to provide the area with adequate fire flow at an approximate cost of $200,000 to the City. All other capital facilities costs would be borne by property owners as those properties develop, similar to what is required of all developing properties within the City. Properties which are not currently connected to City water would not be required to connect until additional development occurs on these properties.*

  The Fiscal Impact Report takes into account water operating and capital costs to the annexation area and projects that there will be net revenue as a result of annexation. Therefore, water service can be efficiently, economically, and practically provided.

- ***Storm drain.*** *Annexation, by itself, will not create a need for the City to build public stormwater infrastructure or for private properties to build stormwater facilities within the annexation area. After annexation, the City may undertake a stormwater study to determine what public stormwater infrastructure would be required if the properties in the annexation area were to develop. Developing or redeveloping properties will be required to install stormwater facilities that meet City requirements at the property owner's expense, as is the case with all new development within the City. Public funding of stormwater facilities is not anticipated unless regional facilities are identified as part of the stormwater study.*

  The City is considering an ordinance that would establish a special storm drain rate customer class for properties within the North Whidbey Enterprise Area. This rate is one-third that of the City's five year rate schedule for certain non-residential uses (churches and other non-profits). The proposed rate scale was chosen because it most closely approximates that of the recently implemented Island County storm drain utility rate. This ordinance is presented as a separate item for City Council consideration on the same meeting date as the proposed annexation.

  The Fiscal Impact Report takes into account storm drain operating costs, capital costs, and the storm drain incentive and projects that there will be net positive revenue as a result of annexation. Therefore, storm drain service can be efficiently, economically, and practically provided.

- ***Streets.*** *A single public road (Goldie Road) currently serves the annexation area. A system of private streets and driveways serves individual properties within the annexation area. The existing roadway system will continue to be adequate to serve the traffic demands for these properties after annexation, provided that no new development occurs.*

  If development occurs in the annexation area, new road facilities will be needed. Goldie Road is currently a 2-lane county roadway. The City's Transportation Element calls for Goldie Road to be improved to a minor arterial standard with a

center turn lane and two travel lanes. The Transportation Element also requires Technical Drive, Erin Park Road, and Industrial Avenue to be publicly improved. The proposed public roadway improvements, are in accordance with the Transportation Element, and will be adequate to accommodate future development of the area.

The Fiscal Impact Report takes into account the maintenance costs of these roads and projects that there will be net revenues to the City resulting from annexation. Therefore, streets can be efficiently, economically, and practically provided to the annexation area.

- ***Police.*** *The Police Department does not report that any new personnel, equipment, or capital facilities will be required to serve the annexation area. The area can be served with existing staffing levels and equipment. Any additional operating costs (primarily patrol hours) necessary for the police department to serve this area have been taken into account in the Fiscal Impact Report.*
- ***Fire.*** *Like the Police Department, the Fire Department does not report that any new personnel, equipment, or capital facilities will be required to serve the annexation area. Any additional operating costs (inspections, development permits) necessary for the Fire Department to serve this area have been taken into account in the Fiscal Impact Report.*
- ***Parks.*** *Because the annexation area is designated for industrial uses, there is assumed to be a negligible impact on park service levels and costs. The City owns an off-leash dog park within the annexation area which is operated under an agreement with North Whidbey Parks and Recreation. This facility will continue to be operated under the existing agreement after annexation.*
- ***Other city services.*** *Services such as the senior center, development services, law department, administration, animal control, and finance are assumed to experience a negligible impact from the annexation of the property. Existing service levels are adequate and will not be degraded with the proposed annexation.*

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

Response: The Fiscal Impact Report shows that the City will receive net revenues as a result of the annexation of the subject properties. LOS issues resulting from the annexation, if any, can be resolved through the budgeting process and mitigated by the net revenues generated by the annexation.

4.e Ensure property owners within an annexing area are aware of foreseeable obligations or requirements that may be imposed upon them by the City at the time of annexation.
Response: The City provided property owners a lengthy letter answering specific questions as to the nature of any new requirements which would apply after annexation. That letter is included in Attachment 4 to this staff report. Generally speaking, due to the Interlocal Agreement jointly adopted by the City and the County, the same code requirements apply to a property, whether it is in the City or the County. Any other building/fire/zoning code obligations would be triggered by proposed development on a

property, not by annexation.

There are some fee and tax differences between the County and the City. For instance while the property tax rate is higher in the city, the water rate decreases upon annexation. Staff has made property owners aware of the fee/tax differences through written correspondence and a meeting.

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

Response: The City and the County both use the International Fire Code (IFC). Provided that uses in the annexation area were approved by the County, these uses will be accepted "as is" by the City after annexation. However, if there are any life safety standards which are not currently being met, these items will need to be rectified after annexation. The Fire Department will perform an inspection after annexation to determine if any life safety issues exist.

4.g Assure that the City's fire rating is not reduced because of annexation.
Response: The City's fire insurance rating is a "4" by the Washington Surveying and Rating Bureau. The Fire Department does not report that any new personnel, equipment, or capital facilities will be required to serve the annexation area nor do they anticipate a reduction in the City's fire rating as a result of serving the new area.

4.h Maintain the existing level of police service when annexing new areas.
Response: The Police Department has indicated that the subject annexation will not require new equipment or personnel to serve this area and service levels will remain the same with the annexation and development of this area. The Fiscal Impact Report projects net revenue from the annexation of this property. In theory, this revenue can be used to mitigate any police service level impacts as a result of this annexation.

4.i Annexation proposals should describe the method and level of funding for capital facilities needed to serve the annexed area.
Response: Annexation by itself, does not create the need for new capital facilities. The existing capital facilities are adequate to serve the existing development within the annexation area. New development will lead to the need for new capital facilities. Generally speaking, it is anticipated that those new facilities will be funded by the property owners and/or developers as the need for the facilities arises. Capital facilities needed to serve new development in the area are as follows:

- ***Sewer.*** *Sewer lines will need to be extended internally into the annexation area to serve existing and new development. These lines will be privately financed as development occurs. The City will, where feasible and when in accordance with Comprehensive Plan goals and policies, seek to obtain grants or other funding to support the construction of additional sewer projects within the North Whidbey Enterprise Area.*
- ***Water.*** *Water infrastructure already exists in the area. As with sewer, any additional water infrastructure needed will be privately financed as development occurs. A 12-*

inch water line is needed along Ault Field Road from Goldie Road to Colin Lane to provide adequate fire flow to the area. The Engineering Division estimates that this will cost $200,000 and the cost will be borne by the City.

- ***Stormdrain.*** *A storm drainage study is needed to determine what public stormwater improvements will be required, if any, to serve the area. Once this study is complete, method and level of funding for capital facilities can be determined. The City Engineering Division estimates that this study will cost approximately $50,000.*
- ***Streets.*** *An internal street network will be needed in the annexation area to serve it when properties are fully developed. The internal street network will be constructed and financed privately as development occurs. Improvements to Goldie Road will also be required as the annexation area develops. The City will likely seek funding for these improvements, since Goldie Road is designated in the Transportation Element as a "minor arterial."*

4.j The City may require the preparation of a fiscal impact study which addresses long and short-term economic impacts to the City.
Response: Staff prepared a fiscal impact report for the proposed annexation which projects the costs and revenues to the City during each of the next 20 years until 2031. This fiscal impact report shows that the City will receive net positive revenues as a result of the annexation, even if no additional development occurs.

4.k Annex, when possible, areas of sufficient size that square off City boundaries and enhance circulation.
Response: The annexation area is "squared off" in compliance with this policy. Its northern boundary is Ault Field Road, western boundary is Goldie Road and Southern boundary is the existing city boundary. See map in Attachment 1.

4.l Proposed annexations shall not result in the long-term reduction of the City's established LOS standards.
Response: The fiscal impact analysis projects that the proposed annexation will make a positive contribution to the City's revenue stream. In theory this net revenue can be used to maintain or enhance established LOS standards.

Economic Development Element
In addition to the Urban Growth Element, selected policies in the Economic Development element also apply to this annexation. Specifically, Goal 5 pertains to the North Whidbey Community Diversification Action Plan and the Enterprise Area. Property in the proposed annexation area is in the Enterprise Area and annexation of the Enterprise Area is an important step in meeting the City's economic development goals.

Goal 5 -Implement long range economic diversification projects to provide job opportunities and reduce economic reliance on Naval Air Station Whidbey Island.

Response: The North Whidbey Enterprise Area was envisioned in the North Whidbey Community Diversification Plan adopted in 1995. The Enterprise Area was established in 2001 with the adoption of the Interlocal Agreement Between Island County and the City.

The purpose of the Enterprise Area was to "ensure economic vitality, broaden employment opportunities and meet the needs of projected growth while retaining a high-quality environment". In furtherance of this goal, annexation of the Enterprise Area has been anticipated in the above documents for some time. Annexation will give the City a large industrial land area, which can be developed and/or redeveloped by the private sector to provide job opportunities and reduce economic reliance on Naval Air Station Whidbey Island.

5.d The City should plan to annex the Enterprise Area and coordinate the extension of utilities, in conformance with the UGA and Utilities Element.

Response: The proposed annexation will bring a portion of the Enterprise Area into the City in compliance with this policy. Utilities have been planned for, and in some cases, already exist within the annexation area. The following describes the existing and planned utilities within the annexation area.

- ***Water.*** *As previously mentioned, water infrastructure exists in Goldie Road and properties within the annexation are receiving service from the City. There are both 8-inch and 12-inch water mains in Goldie Road. All but five of the 23 properties within the proposed annexation area are already connected to City water services. Additional water capacity improvements will be needed internal to the annexation area to serve future development. These improvements will be installed and funded privately as development and demand for these facilities occurs, as is typical of new development.*
- ***Sewer.*** *A sewer line was recently completed in Goldie Road, as planned for in the Comprehensive Sewer Plan, and will be available to connect to immediately after annexation for all properties along Goldie Road. As with all new development, any sewer lines needed internally in the annexation area will be constructed as development occurs and property owners/developers will fund these improvements.*
- ***Stormwater.*** *The City Engineering Division reports that a stormwater study will need to be completed to determine what stormwater capital facilities may be needed to serve the proposed annexation area. Once the study is complete, revisions to the Comprehensive Stormwater Drainage Plan and Capital Facilities Plans may be needed which generate project and funding priorities.*
- ***Roads.*** *The Transportation Element calls for a north-south collector roadway to be constructed within the annexation area. Improvements to Erin Park Road, Industrial Avenue, Technical Drive, and Goldie Road are also envisioned in the Transportation Element, but are not identified as capacity improvements requiring funding. However, the City will be updating its Transportation Element in 2013 and these improvements to Goldie Road, Industrial Avenue, Erin Park Road and Technical Drive can be prioritized and funded, if deemed appropriate by the City. For the purposes of the annexation, there is a planned street network for the proposed annexation area which satisfies this policy.*

5.f The City should pursue the financing and construction needed to upgrade Goldie Road and Oak Harbor Road corridors and extension of Cemetery Road, in conformance with the Transportation Element.

Response: City staff do not expect Goldie Road to be upgraded to minor arterial standards for many years to come. Funding will need to be secured for these improvements prior to that date. The City's Transportation Element is scheduled to be updated in 2013; that project will need to list Goldie Road as a priority.

FISCAL IMPACT ANALYSIS

As part of the annexation process, staff prepared a Fiscal Impact Report. The report looks at the consequences to the City of Oak Harbor with respect revenues and expenditures from the incorporation and development of the Goldie Road Annexation. Because this is a sizeable area (122 acres), with significant development potential, the City should consider how providing services to this area will affect expenditure and revenue streams. Fiscal analysis can help do that by weighing the revenues of annexation (increased property taxes, sales taxes, permit revenues, etc.) against the costs of providing new services (water, sewer, storm drain, solid waste, roads, police, fire, etc.).

Staff believe this analysis is particularly useful because it looks at annexation under two different scenarios: (1) if no development occurs after annexation – "Scenario 1" and (2) if a "reasonable" level of development occurs after annexation – "Scenario 2." Scenario 1 is helpful because it looks at the results of annexation to the City under a "worst case" scenario. It answers the question, "What would happen if the City annexed this property and no development occurred afterward?" Scenario 2 is useful because it looks at the consequences of annexation under a more reasonable and probably more likely scenario.

State law and planning principles dictate that services are provided concurrent with development. Roads, sewer facilities, water facilities, storm drain facilities, police services and fire services are already in place to serve development prior to occupancy permits being issued. Many times these facilities or services are, at least in part, publicly funded. This means that a city will usually experience the costs of annexation prior to revenues being received. For this reason, it is a very common pattern for a city considering annexation to experience negative fiscal impacts during early years following annexation, with positive impacts following later after revenues "catch up" to costs.

The fiscal analysis projects a similar, but short lived, pattern for the Goldie Road Annexation. During the first two years following annexation, both scenarios indicate that there will be a negative fiscal impact to the City. This is the result of the City undertaking the Ault Field Road waterline project to improve fire flow to the area. Beginning in year three, however, revenues exceed costs and the City begins to realize a positive cash flow as a result of the annexation. In Scenario 2, cash flow grows more quickly due to new development, reaching $501,000 per year versus about $105,000 per year in Scenario 1. The projected annual fiscal impact for each scenario is shown in Table A.

Despite the fact that both scenarios show negative cash flow to the City in the first two years following annexation, the overall finding of this report is very positive. What the results indicate are that, even in the worst-case scenario when no development occurs (an unlikely scenario), the City will experience positive cash flow from annexation. This is an especially meaningful conclusion given the fact that many cities annex property which has a negative fiscal impact because they believe that the economic development (i.e. jobs) created by annexation and subsequent development outweigh any negative fiscal impacts.

Another important finding of this report is that annexation followed by development, as illustrated by Scenario 2, creates a substantially better cash flow result for the City of Oak Harbor. Because development creates additional property tax, sales tax, and service revenues, the City should do what it can to promote development in the Goldie Road corridor. Some level of incentives for annexations are appropriate in this case. However, the more incentives that are offered, the more development needs to occur for the City to recuperate costs.

Table A. Annual Fiscal Impact for Each Scenario

Year	Calendar	Scenario 1	Scenario 2
0	2011	$ (29,620)	($20,095)
1	2012	$ (220,722)	($209,100)
2	2013	$ 41,383	$34,691
3	2014	$ 42,281	$72,758
4	2015	$ 43,647	$80,607
5	2016	$ 49,159	$113,984
6	2017	$ 42,697	$125,907
7	2018	$ 42,892	$129,132
8	2019	$ 43,088	$139,830
9	2020	$ 43,283	$158,369
10	2021	$ 116,189	$353,121
11	2022	$ 107,379	$375,940
12	2023	$ 107,770	$385,227
13	2024	$ 108,160	$402,502
14	2025	$ 108,551	$419,670
15	2026	$ 108,941	$438,215
16	2027	$ 107,203	$454,278
17	2028	$ 105,269	$469,567
18	2029	$ 105,269	$487,242
19	2030	$ 105,269	$502,530
20	2031	$ 105,269	$501,291

CONCLUSION

This agenda bill presents the necessary information supporting annexation of 122 acres of property on the east side of Goldie Road and south of Ault Field road. The annexation petition contains signatures representing 72% of the assessed valuation within the area, which exceeds the minimum 60% for the petition to be considered valid. The signatures on the petition fall into two categories: property owner and City of Oak Harbor as attorney-in-fact exercising our power of attorney. Staff reviewed the proposed annexation against the City of Oak Harbor Comprehensive Plan and found it to comply with the goals and policies in that document.

Furthermore, staff prepared a fiscal impact report which projects that the proposed annexation will create additional revenues for the City. The proposed annexation is accompanied by an annexation ordinance. For the annexation to become final, the annexation ordinance must be approved by a majority of the City Council.

STANDING COMMITTEE REPORT

The Goldie Road annexation has been discussed at the Governmental Services Standing Committee on more than one occasion in the past as a means to keep the Council informed of its status. Once the City Council hearing date of April 19th was selected, the item was placed on the Public Works Standing Committee agenda for April 7th and on the Governmental Services agenda for April 12th.

RECOMMENDED ACTION

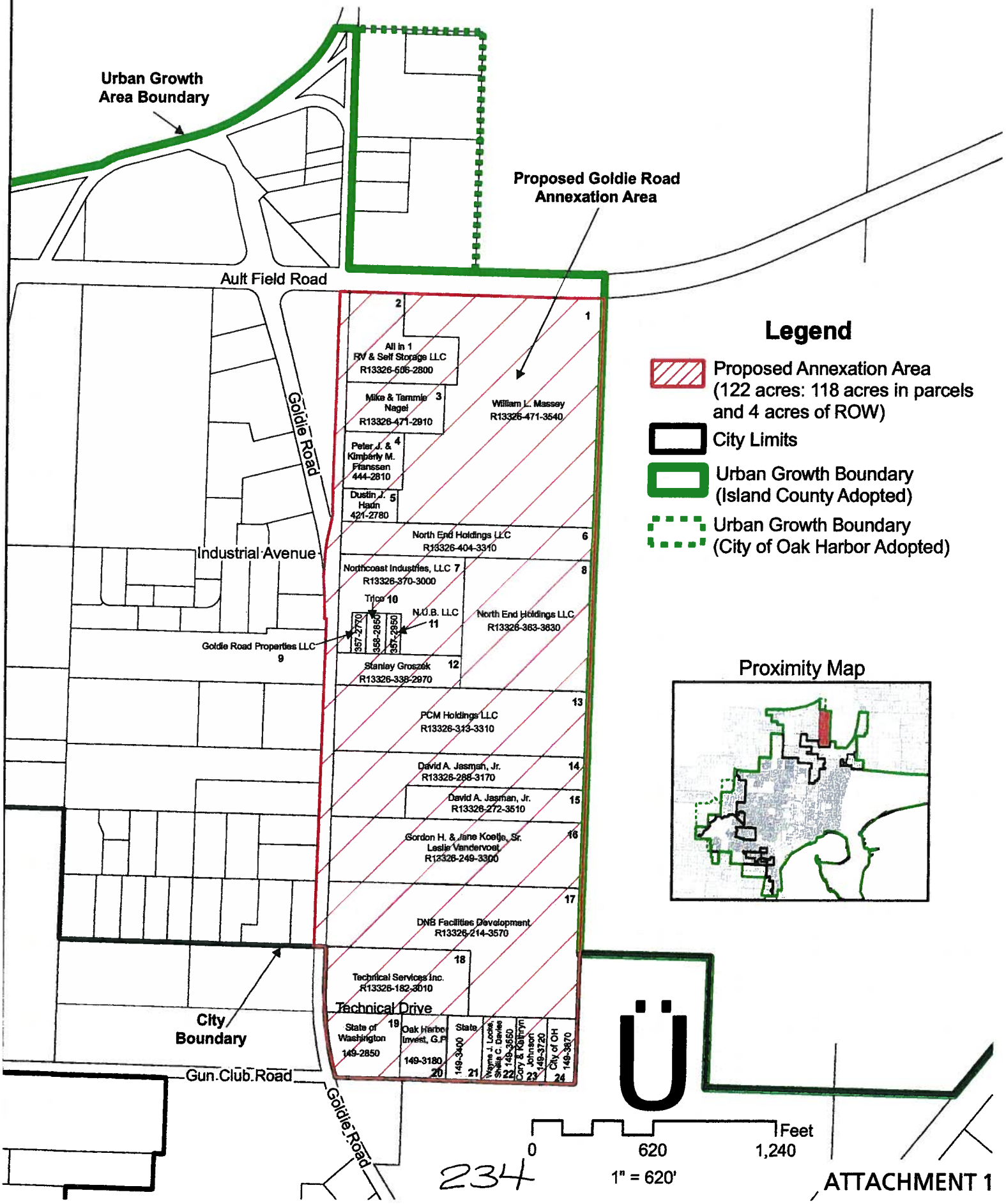
1. Conduct a public hearing
2. Adopt annexation ordinance approving the Goldie Road annexation

ATTACHMENTS

1. Annexation area map
2. Notice of Intent dated January 13, 2007
3. Mr. Corey Johnson letter dated February 1, 2011
4. City response letter dated March 8, 2011
5. Petition with summary chart of assessed valuation dated April 6, 2011
6. Fiscal impact report dated April 2011
7. Draft annexation ordinance

MAYOR'S COMMENTS

EXHIBIT A
PROPOSED GOLDIE ROAD ANNEXATION AREA



234

ATTACHMENT 1

ORIGINAL

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

January 23, 2007

RECEIVED

JAN 31 2007

CITY OF OAK HARBOR
Development Services Department

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

Dear Mayor and City Council:

We, the property owners in unincorporated Island County, east side of Goldie Road, South of Ault Field Road, wish to become part of the City of Oak Harbor.

Sewer connections for our current and future buildings are important. We are aware that no sewer system exists on Goldie Road north of Technical Drive. We would request that construction of a sewer main, force main, pump station and necessary appurtenances on the east side of Goldie Road north of Technical Drive be included in an annexation agreement.

To expedite, facilitate, and construct the sewer system in the most economical process, we would propose that we, the property owners, would advance the project funding, and administer the design and construction of the sewer system with reimbursement to the property owners from the City of Oak Harbor upon acceptance of the system. The project would be constructed by the property owners with City approval of design plans and oversight of project construction.

The undersigned, therefore, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Oak Harbor that it is the desire of the undersigned owners of the area, to commence annexation proceedings:

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

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

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

	Printed Name/Address	Signature	Site Address	Parcel Number	Do you support this request? Yes or No
1	State of Washington	N.A.	585 Technical Dr.	R13326-149-2850	N/A
	State Board for Community College Ed				
	Skagit Valley Comm College Dept of				
	General Administration				
2	Oak Harbor Investments		569 Technical Dr.	R13326-149-3180	YES
	Stan Walderhaug				
	21623 35th Ave East				
	Bothell, WA 98021				
3	State of Washington General Admin	N.A.	541 Technical Dr.	R13326-149-3400	N/A
	Bldg/Property				
	Skagit Valley College				
	Olympia, WA 98504				
4	Wayne J. Locke		545 Technical Dr.	R13326-149-3550	
	Sheila C. Davies	DID SIGNED			
	1962 NE Sumner Dr.				
	Oak Harbor, WA 98277				

Printed Name/Address	Signature	Site Address	Parcel Number	Do you support this request? Yes or No
5 Maryann Nagel 1297 SW Xavier Dr. Oak Harbor, WA 98277	By Mike Nagel	555 Technical Dr.	R13326-149-3720	YES
6 City of Oak Harbor 865 SE Barrington Dr. Oak Harbor, WA 98277	N. A.	501 Technical Dr.	R13326-149-3870	N. A.
Technical Services Inc. PO Box 1527 Oak Harbor, WA 98277	WOULD SUPPORT AFTER DISCUSSION WITH CITY ON ANY TAX ISSUES & PERCENT OF COSTS ON SEWER BUT DOES SUPPORT THIS EFFORT	584 Technical Dr.	R13326-182-3010	
DNB Facilities Development PO Box 1527 Oak Harbor, WA 98277	SAME OWNER AS ABOVE SAME AS ABOVE	538 Technical Dr.	R13326-214-3570	
Gordon H. & Jane K. Kostje, Sr. Leslie R. Vandervoet 2998 Goldie Rd. Oak Harbor, WA 98277	WOULD SUPPORT IF CURRENT PROJECT CAN COME IN AS PROMOTED BY COUNTY	2998 Goldie Rd.	R13326-249-3300	

ATTACHMENT 2

	Printed Name/Address	Signature	Site Address	Parcel Number	Do you support this request? Yes or No
10	David A. Jasman, Jr. 4173 Jones Rd. Oak Harbor, WA 98277	HAVE JUST MAILED THIS OUT TO MR. JASMAN	3002 Goldie Rd.	R13326-272-3510	
11	David A. Jasman, Jr. 4173 Jones Rd. Oak Harbor, WA 98277	HAVE JUST MAILED THIS OUT TO MR. JASMAN	3004 Goldie Rd.	R13326-288-3170	
2	PCM Holdings LLC Pete Franzen 33345 State Route 20 Oak Harbor, WA 98277	[signature]	3034 Goldie Rd.	R13326-313-3310	YES
	Joe H. Franssen 33575 State Route 20 Oak Harbor, WA 98277	[signature] by [signature] D.O.A.		R13326-363-3630	YES
	Stanley Groszek 1462 N. View Rd. Oak Harbor, WA 98277	DID NOT WANT TO SIGN	3058 Goldie Rd.	R13326-338-2970	NO

238

 ATTACHMENT 2

	Printed Name/Address	Signature	Site Address	Parcel Number	Do you support this request? Yes or No
15	Northcoast Industries, LLC Fred Wyatt 3078 Goldie Rd,. Ste. C Oak Harbor, WA 98277	Fred Wyatt	3078 N Goldie Rd	R13326-370-3000	YES
16	N.U.B., LLC Ron Wallin 3078 Goldie Rd., Ste. C Oak Harbor, WA 98277		3078C Goldie Rd.	R13326-357-2950	YES
7	Trico c/o Bernard Lange 1547 NE Narrows Ave. Oak Harbor, WA 98277	DID NOT WANT TO SIGN	3078B Goldie Rd.	R13326-358-2850	NO
	Goldie Road Properties LLC 3078 Goldie Rd., Ste. A Oak Harbor, WA 98277		3078A Goldie Rd.	R13326-357-2770	YES

239

	Printed Name/Address	Signature	Site Address	Parcel Number	Do you support this request? Yes or No
19	Joe H. Franssen	JHF[illegible] By [illegible]	POA	R13326-404-3310	YES
	33575 State Route 20				
	Oak Harbor, WA 98277				
20	Dustin J. Haun		3120 Goldie Rd.	R13326-421-2780	
	3120B Colin Ln	HAVE JUST MAILED THIS OUT TO MR. HAUN			
	Oak Harbor, WA 98277				
21	Corey Johnson	Corey Johnson		R13326-444-2810	YES
	Kathryn Johnson				
	2080 Boulder Meadow Ln				
	Oak Harbor, WA 98277				
2	Mike Nagel	[illegible]		R13326-479-2910	YES
	Tammie Nagel	Mike Nagel			
	555 Technical Dr				
	Oak Harbor, WA 98277				

240

	Printed Name/Address	Signature	Site Address	Parcel Number	Do you support this request? Yes or No
23	Jordan Berry			R13326-506-2800	
	12800 Marine Dr	HAVE JUST MAILED THIS OUT TO MR. BERRY			
	Anacortes, WA 98221				
24	William L. Massey			R13326-471-3540	YES
	Kathleen A. Massey	SEE ATTACHED PAGE FOR SIGNATURE.			
	PO Box 399				
	Oak Harbor, WA 98277				
25	Byrne Development & Consulting, Inc.			R13323-071-2980	YES
	Sean Byrne				
	PO Box 1113				
	Oak Harbor, WA 98277				

	Printed Name/Address	Signature	Site Address	Parcel Number	Do you support this request? Yes or No
23	Jordan Berry 12800 Marine Dr Anacortes, WA 98221			R13326-506-2800	
24	William L. Massey Kathleen A. Massey PO Box 399 Oak Harbor, WA 98277	William L. Massey Kathleen Massey By W. L. Massey her attorney in fact		R13326-471-3640	
25	Byrne Development & Consulting, Inc. Sean Byrne PO Box 1113 Oak Harbor, WA 98277			R13323-071-2980	

C. JOHNSON
CONSTRUCTION, INC.

CJOHNCI938L2
P.O. Box 1467
Oak Harbor, WA 98277
(360) 675-4848
Fax: (360) 675-4263

February 1, 2011

Mayor Jim Slowik
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

RE: ANNEXATION CONCERNS FOR GOLDIE ROAD

Dear Jim:

A meeting of various property owners involved in the annexation proposal for the east side of Goldie road (known as the Wallin 2 annexation) was held on January 31, 2011.

In that Ron Wallin of P&L Construction has initiated the partition expressing the assumed desire of the majority property owners in this area, some of the owners felt it prudent to meet and discuss the advantages and disadvantages/concerns of being annexed to Oak Harbor. The following is a list of what was discussed.

ADVANTAGES

1. The only real advantage that the owners could identify was having access to sanitary sewer. This would allow for expansion of some of the businesses where the septic drain field was located in the same property as the building. It would also expand the possibilities for types of businesses that could locate in the area as the number of employees working in a given space would not be limited due to the limitations imposed by septic drain fields. It was determined that this was not an immediate advantage for anyone. One business stated that it could need sewer in 5 years.

DISADVANTAGES CONCERNS

1. We request the City create an Enterprise Industrial area that has storm water fee schedules at or below the new storm water utility rates recently enacted by Island County. The current storm water fees come at significant expense to small business

2. Parcels that are not contiguous to Goldie Road did not get the same benefit of sewer service; we request the city extend the sewer main to serve those parcels that are not contiguous to Goldie Road?

3. Are there any changes that would have to be made to existing buildings now being used for businesses?

4. Do existing buildings meet City Parking codes in both the number of spaces and parking surface? If not, would the City expect the property owners to upgrade parking now? Would

the City expect owners to upgrade parking when a building changes tenants and a new occupancy permit is required?

5. Driveways, turnarounds, etc. meet the fire code as enforced by the County. Do these items meet the code as enforced by the City? If not would these items have to be changed now? Would these items have to be changed when a new business desires to occupy an existing building and needs a new occupancy permit? Would these items have to be changed before anyone could build a new building?

6. The owners do not have "Knox type" key boxes on their businesses at this time. Will key boxes be required? Will key boxes be required for new businesses which locate in existing buildings?

7. Are there any businesses located in the area which are not allowed in the City limits?

8. As new businesses locate in existing buildings, are the building owners or new businesses going to have to perform substantial code upgrades to the buildings which would not be required if the properties were to remain under the jurisdiction of the County? For instance, if an auto mechanic were to locate in a shop where a plumber had been would this trigger an upgrade to the shop changes required. The concern here is that these buildings and shops now offer economical space for businesses to locate. Constantly having to upgrade the spaces makes for more costs to these businesses in the form of either a rent increase or having to pay the costs of the actual work to be done which would have an effect of discouraging new businesses or existing business expansion.

9. Will any fire sprinkler systems be required for existing buildings? What if there is a change in the tenant, owner or use of a building or shop space that may require a fire sprinkler system but is "grandfathered" in?

10. Will businesses or property owners be required to pay impact fees for parks, schools, roads, bike paths, etc. when they remodel spaces or build new buildings?

11. Are there any annual costs for inspections and occupancy permits?

12. Which fire district will provide fire protection? If it is an "out of city" district will the fire code be interpreted by the City or the County?

13. When will businesses be required to hook on to sewer? What is the estimate of this cost?

14. Will businesses and property owners be required to participate in the installation of sidewalks, curbs, gutters, bike paths, etc. on Goldie Road or other roads which are now County Roads? Will Technical Drive continue to be a private road?

15. Will owners be required to install sidewalks, curbs, gutters, bike paths, etc. on Goldie road or other roads which are now county roads? Will Technical Drive continue to be a private road? Will owners be required to install sidewalks, curbs, gutters, etc on this road?

16. The City has a different landscaping code then the county, what changes can we expect in this area?

17. Will current county building and zoning codes be phased in after five years?

ATTACHMENT 3

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18. What effect will annexation have on property taxes?

19. City staff unilaterally changed the proposed annexation area without notification to all parties. The original annexation area included parcels to the north. Why were these parcels removed?

In closing we request that prior to final annexation being placed on the council agenda, these initial questions be answered by staff and any follow up questions we may have. We also request that at least one meeting be arranged with all property owners invited to participate.

Sincerely,

Corey Johnson

Corey Johnson
Dave Jasman
Gordon H Koetje
Les Vandervoet
Dee Boothe
Pete Franssen
William Massey
Wayne Locke
Mike Nagel

ATTACHMENT 3

City of Oak Harbor

OFFICE OF THE MAYOR
JIM SLOWIK
MAYOR

865 S.E. BARRINGTON DRIVE
OAK HARBOR, WASHINGTON 98277
(360) 279-4500
FAX (360) 279-4507

March 8, 2011

Mr. Corey Johnson and Goldie Road Property Owners
P.O. Box 1467
Oak Harbor, WA 98277

RE: Response to your Letter titled "Annexation Concerns for Goldie Road"

Dear Mr. Johnson and Goldie Road Property Owners:

Thank you for your letter and questions regarding the advantages and disadvantages to Goldie Road property owners of annexing to the City. I appreciate the time you and your colleagues have spent discussing the proposed annexation and what affect it may have on your businesses. City staff has prepared the following answers to your questions and also offered some additional perspectives about the advantages of annexing.

General Comments

Many of your questions pertain to when City codes would apply to properties on Goldie Road and whether this would create the need for upgrades or changes to comply with our City codes. This question has been answered to a very large degree by the Interlocal Agreement jointly adopted by the City and County in 2002 and approved for implementation in 2003 (and, I might note, with the participation of many property owners from the Goldie Road area). In short, this agreement established that a single (unified) set of development regulations apply within the North Whidbey Enterprise Area regardless of whether the property is in the City or the County.

After the agreement was adopted by both jurisdictions, the City amended our Municipal Code to reflect the agreed upon standards. These special standards are found in Chapter 8.10, Enterprise Area Fire Prevention Standards; Section 11.17.075, North Whidbey Enterprise Area Street Standards; and Section 19.46.035, North Whidbey Enterprise Area Landscape Requirements. These are the standards we apply to properties within the North Whidbey Enterprise Area. A copy of the Enterprise Area map and of these code sections are attached to this letter.

I would also point out that many of the scenarios you describe could lead to the need to meet certain code standards whether or not annexation takes place (namely those scenarios where the property owner initiates a change in tenant or occupancy classification, or seeks to physically alter the building). In general, annexation by itself will not trigger any changes or upgrades to your buildings or properties.

Responses to Your Questions

1. **We request the City create an Enterprise Industrial area that has stormwater fee schedules at or below the new stormwater utility rates recently enacted by Island County. The current stormwater fees come at significant expense to small business.**

Response: The North Whidbey Enterprise Area was created with the idea of encouraging new industry and the retention of existing businesses. In recognition of this idea, the City proposes a special stormwater fee. The fee will be one-third of the five year, sliding scale fee which is presently applied to churches and non-profits. This fee is approximately the same as the Island County fee.

2. **Parcels that are not contiguous to Goldie Road did not get the same benefit of sewer service; we request the City extend the sewer main to serve those parcels that are not contiguous to Goldie Road.**

Response: The City is studying this idea. The draft code noted above anticipates such construction and includes a provision that the City would not seek to recover the cost of any future project unless specifically directed by the City Council. A likely first project is the installation of a public sewer in Technical Drive. The project would, of course, require City Council approval for budget, design and construction contract before it could move forward.

3. **Are there any changes that would have to be made to existing buildings now being used for businesses?**

Response: I'll answer that question first in the context of the Fire Department and the Fire Code. Buildings legally in existence at the time of annexation into the city will have their existing use or occupancy continued with the original fire prevention standards as required at time of building or occupancy permit if such use or occupancy was legal at the time of annexation, provided such continued use is not dangerous to life[1]. As long as the building use has not changed and the building conforms to the codes for the building as permitted, the City will accept it as is without retrofit. As an example: If a building was approved with a spray area for nonflammable materials and the Oak Harbor Fire Department completes an inspection and finds the business is now spraying flammable materials, the Oak Harbor Fire Department would require a fire suppression system. If the business continues to use nonflammable materials in the spray area, the use will continue without a fire suppression system. Compliance with International Building Code is handled in a similar manner.

To assist owners in understanding the current conditions of buildings, the Fire Department is willing to conduct an inspection of all buildings prior to annexation to determine what actions or changes may be required.

[1] Please reference Section 8.10.170 of the Oak Harbor Municipal Code.

4. **Do existing buildings meet city parking codes in both the number of spaces and parking surface? If not, would the City expect the property owners to upgrade the parking now? Would the city expect owners to upgrade parking when a building changes tenants and a new occupancy permit is required?**

Response: Unfortunately, the City cannot confirm whether or not each property meets the City's parking standards. We can say the City will not require property owners to upgrade their parking lots (assuming they do not already meet our code) simply as the result of annexation. A change in tenant or the issuance of a new occupancy permit would not necessarily lead to an upgrade of the parking facilities. The City's parking code states that prior to the approval of any building permit or change of occupancy classification for a new or substantially altered building, the City is required to review the parking to determine if it meets standards.[2] It is important to note that not all changes in tenants or uses would require upgrades in the existing parking; factors such as the type and size of user and the size and state of the parking lot will determine this answer.

5. **Driveways, turnarounds, etc. meet the fire code and are enforced by the county. Do these items meet the code as enforced by the City? If not, would these items have to be changed now? Would these items have to be changed when a new business desires to occupy an existing building and needs a new occupancy permit? Would these items nave to be changed before anyone could build a new building?**

Response: The City and the County have applied the same fire access standards since 2003 in the North Whidbey Enterprise Area, so projects built since that time should be in compliance with the agreed upon standards[3]. Properties developed prior to that time, that may not meet the standard, would be annexed 'as is.' Changes in tenants within the same occupancy classification would not normally lead to the upgrading of any substandard fire access route. New building construction must meet the applicable standard. However, this would also be true if the new construction were to occur under the County's jurisdiction.

6. **The owners do not have "Knox type" key boxes on their businesses at this time. Will key boxes be required? Will key boxes be required for new business which locate in the existing buildings?**

Response: Knox boxes are required only for those facilities that have either a fire alarm system or a fire sprinkler system or both.

7. **Are there any businesses located in the area which are not allowed in the City limits?**

Response: The current County zoning for property in this area is "OH-PIP" (Oak Harbor Planned Industrial Park). This designation came about as a result of the adoption of the

[2] Please see OHMC 19.44.050.
[3] Please see OHMC 8.10.

Interlocal Agreement whereby the County agreed to adopt essentially the same permitted use list the City has in our Planned Industrial Park (PIP) zoning district. Upon annexation the properties would be assigned City zoning of PIP. The County's adoption of the so-called "racetrack APZ" over a portion of the proposed annexation area limits or prevents certain uses previously agreed upon from being established. The City has not adopted the "racetrack APZ" so upon annexation this County restriction will no longer apply.

8. **As new businesses locate in existing buildings, are the building owners or new businesses going to have to perform substantial code upgrades to the building which would not be required if the properties were to remain under the jurisdiction of the County? For instance, if an auto mechanic were to locate in a shop where a plumber had been would this trigger and upgrade to the shop changes required? The concern here is that these buildings and shops now offer economical space for business to locate. Constantly having to upgrade the spaces makes for more costs to these businesses in the form of either a rent increase or having to pay the costs of the actual work to be done which would have an affect of discouraging new businesses or existing business expansion.**

Response: The City and the County both use the International Building Code (IBC) and the International Fire Code (IFC). Special fire prevention standards were agreed upon through the adoption of the Interlocal Agreement. The applicable codes are the same and therefore any changes required as the result of a new or expanded use would be the same in both jurisdictions.

10. **Will any fire sprinkler systems be required for existing buildings? What if there is a change in the tenant, owner or use of a building or shop space that may require a fire sprinkler system but is "grandfathered" in.**

Response: Fire sprinklers will not be required in existing buildings provided the use of the building has not changed since the County approved the occupancy. However if the use of the building has changed and sprinklers would have been required at that time they will now be required. Again, since both the City and the County utilize the International Fire Code, the same code provisions governing when sprinklers may be required apply in both jurisdictions. Change in ownership does not require upgrading to sprinklers. As I'm sure you can appreciate, there is no 'grandfathering in' in regards to life safety items.

11. **Will business or property owners be required to pay impact fees for parks, schools, roads, bike paths, etc. when they remodel spaces or building new buildings?**

Response: The City has impact fees for our transportation system and our parks system. Transportation impact fees are paid on all new development based on the number of new vehicular trips created by that use during a specified period of time (known as the p.m. peak hour trip generation). Properties and businesses in the annexation area would only pay traffic impact fees if new or expanded land uses are proposed. Credit would be given for the number of existing trips attributed to the property. The impact fee is $589 per new p.m. peak hour trip.

Parks impact fees only apply to residential development; the businesses and property owners will not have to pay park impact fees.

12. Are there any annual costs for inspections and occupancy permits?

Response: All businesses are required to obtain a business license annually. These can range in cost with the most basic business license costing $25 per year. Occupancy permits are only required of a change of use or a change of location. The Oak Harbor Fire Department conducts annual inspections of all businesses. There is no fee for this inspection.

13. Which fire district will provide fire protection? If it is an "out of city" district, will the fire code be interpreted by the City or the County?

Response: After annexation, the City of Oak Harbor Fire Department would provide fire protection under the International Fire code (IFC), which is the same code currently enforced by the County.

14. When will businesses be required to hook on to sewer? What is the estimate of this cost?

Response: Per the requirements of Oak Harbor Municipal Code section 14.03.060(1)(d), properties within the proposed annexation area may continue to use their existing functioning septic systems and are not required to connect to City sewer service unless the County health department has declared the system has failed and cannot be repaired. As part of the trade-off for the City constructing public sewers in this area (at the public's cost) the proposed draft code requires connection to the sewer within two (2) years of the effective date of annexation or the date the sewer falls within 200 feet of your property whichever date is later.

Unfortunately, it is not possible for the City to estimate the construction cost without studying each property in detail.

15. Will businesses and property owners be required to participate in the installation of sidewalks, curbs, gutters, bike paths, etc. on Goldie Road or other roads which are now County Roads? Will Technical Drive continue to be a private road?

Response: The adopted street standards for the Enterprise Area do not require curbs, gutters or sidewalks. In some instances a widen-shoulder (asphalt) may be required for use as a bike lane. These standards utilize open ditches for stormwater conveyance in most cases. In some instances enclosed drainage may be necessary depending on the stormwater runoff volumes. The City's transportation plan calls for Industrial Avenue and Erin Park Road to be extended into the annexation are and also calls for Technical Drive to be a publicly improved and maintained road. None of these projects are in the City's six year Capital Improvement Plan.

16. Will businesses and property owners be required to participate in the installation of sidewalks, curbs, gutters, bike paths, etc. on Goldie Road or other roads which are now County Roads? Will Technical drive continue to be a private road?

Response: We are assuming this question is a duplicate of number 15. Please see the response to question 15.

17. The city has a different landscaping code then the county, what changes can we expect in this area?

Response: As was noted previously, the City and County have agreed through the Interlocal Agreement to a unified landscaping code.

18. Will current county building and zoning codes be phased in after five years?

Response: City building and zoning codes will apply immediately after annexation. Since both jurisdictions are utilizing the same codes (with the differences previously noted) there is no need to phase in implementation of the City's codes.

19. What effect will annexation have on property taxes?

Response: Most of the properties within the annexation area are within Island County Assessor's taxing districts numbers 110, 112, and 119. Each of these taxing districts has slightly different levy rates. After annexation, the properties in the annexation area would be moved to one of Oak Harbor's taxing districts (101 or 106).

Each year, the Island County Assessor adjusts levy rates in each district in the County. Levy rates are slightly different each year based on the total assessed value of the district and whether or not each district voted to raise taxes the full 1% allowed by state law.

The 2011 tax levy rates have not yet been released by the county assessor. Oak Harbor's 2010 tax levy rate was $8.19/$1,000 of assessed value. In 2011, this rate is expected to decrease because Oak Harbor's only general obligation bond ($0.13/$1,000 of assessed value) is expiring. Based on the best available information at this time, Oak Harbor's tax levy rate in 2011 will be approximately $8.05/$1,000 of assessed value. The following table shows the 2010 tax rates (most recently available) for each of the tax districts in the County and the estimated new levy rate that would apply if the properties along Goldie Road are annexed to the City.

Tax District	Levy Rate 2010 (County)	Levy Rate 2011 Estimated (City)	Increase/(Decrease)
110	$7.28	$8.05	$0.78
112	$7.28	$8.05	$0.78
119	$6.64	$8.05	$1.41

The majority of properties within the annexation area are located in taxing districts 110 and 112 and would therefore experience a $.078 increase in property taxes per $1,000 of assessed value.

20. **City staff unilaterally changed the proposed annexation area without notification to all parties. The original annexation area included parcels to the north. Why were these parcels removed?**

Response: The City Council will be asked to consider approving the annexation as originally configured (from Technical Drive to Ault Field Road and the east side of Goldie Road). In order for this boundary to be considered, the final petition is a combination of property owner signatures on annexation petitions and those on pre-annexation agreements executed at the time the City provided water service.

Advantages

City staff understands that annexation can be a daunting prospect for property owners. We are fully committed to working with the property owners to help them understand both the costs and benefits of annexation. Based on the comments in your letter, we thought it worth mentioning some of the benefits of annexing to the City.

- **Access to City sewer.** You mentioned this as being a benefit to the property owners in the annexation area. The City believes that access to City sewer is a significant benefit to the property owners in this area. The two most significant benefits are (1) that connection to the sewer is possible in the event of a septic system failure and (2) the land area dedicated to drain field requirements can be utilized for additional building area, parking, etc.
- **Police and Fire services.** The City's Police and Fire Departments are staffed differently than their counterparts in the County. We are also fortunate at this time to not be as constrained from a budget perspective. These factors combined should result in better response times and better service to the property owners in the Goldie Road area.

These are just a few of the advantages of annexing to the City of Oak Harbor

City staff and I look forward to further discussions with you on this topic. I hope I have been able to answer your questions and provide information that will be useful to you.

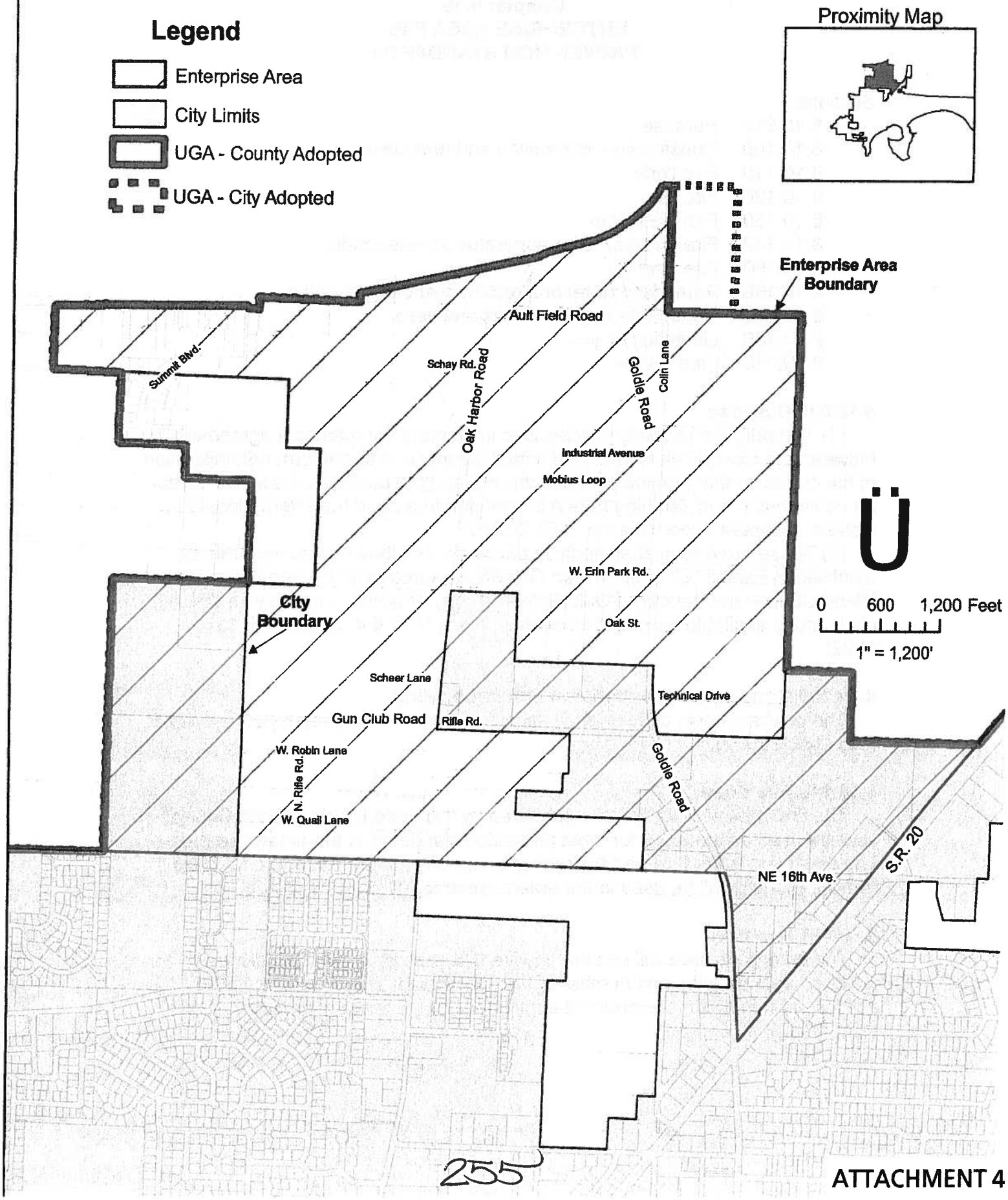
Sincerely,

Jim Slowik
Mayor

ATTACHMENT 4

cc: Paul Schmidt, City Administrator
Steve Powers, Development Services Director
Mark Soptich, Fire Chief
Rick Wallace, Chief of Police
Cathy Rosen, Public Works Director
Dave Anderson, Building Official

EXHIBIT A
NORTH WHIDBEY ENTERPRISE AREA



ATTACHMENT 4

Chapter 8.10
ENTERPRISE AREA FIRE PREVENTION STANDARDS

Sections:

8.10.010 Purpose.
8.10.100 Construction, expansion and remodeling.
8.10.110 Fire code.
8.10.120 Fire flow.
8.10.130 Fire sprinklers.
8.10.140 Fire access – Fire apparatus access roads.
8.10.150 Fire alarms.
8.10.160 Remodel and reconstruction cost determination.
8.10.170 Nonconforming structures and uses.
8.10.180 Limitation of use.
8.10.210 Plan review.

8.10.010 Purpose.

(1) The purpose of these policies is to implement the interlocal agreement between the city of Oak Harbor and Island County and to conform administration of fire codes so that administration in the city and the county is the same except for deviations noted. Nothing herein is intended to amend the International Fire Code as adopted under Chapter 8.03 OHMC.

(2) These provisions shall apply in 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 is available for public inspection. (Ord. 1515 § 4, 2007; Ord. 1321, 2002).

8.10.100 Construction, expansion and remodeling.

The policies in this chapter shall apply to the North Whidbey Enterprise Area. (Ord. 1321, 2002).

8.10.110 Fire code.

The fire code as adopted and amended by the State Building Code Council shall be used as the basis for most protection standards in the enterprise area. The exception is fire flow and hydrant spacing. City standards for fire flow and hydrant spacing will be used in the enterprise area. (Ord. 1321, 2002).

8.10.120 Fire flow.

The enterprise area will use the city fire flow standards, which includes location, type, spacing and number of fire hydrants for a minimum of 1,500 gallons per minute for two hours at a minimum 20-psi residual pressure. (Ord. 1321, 2002).

8.10.130 Fire sprinklers.

The fire code shall determine the standards for new construction. (Ord. 1321, 2002).

8.10.140 Fire access – Fire apparatus access roads.

(1) Fire apparatus access roads shall be provided for every facility, building or portion of a building when any portion of an exterior wall of the first story is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building or facility. Exceptions:

(a) When buildings are completely protected with an approved fire sprinkler system, the provisions may be modified by the chief.

(b) When access roads cannot be installed due to location on property, topography, or nonnegotiable grades, the chief may require additional fire protection systems.

(2) More than one fire apparatus access road shall be required when it is determined by the chief that access by a single road might be impaired by vehicle congestion or other factors that could limit access.

(3) Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet, six inches. Exception:

(a) Vertical clearance may be reduced when approved and signs are installed and maintained indicating the established vertical clearance.

(4) Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus as necessary and shall be provided with an all weather driving surface. Inside the city, a paved surface is required. A time period for paving fire apparatus access roads may be established at time of annexation.

(5) Fire apparatus access roads shall have a turning radius of not less than 40 feet and a maximum grade of 10 percent.

(6) Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for turning around of fire apparatus.

(7) Bridges used as part of fire apparatus access roads shall be approved and maintained in accordance with nationally recognized standards. Vehicle load limits shall be posted at both entrances to bridges.

(8) When required by the chief, approved signs or other approved notices shall be provided and maintained for fire apparatus access roads to identify such roads and prohibit obstruction by parking or other obstructions. See general operating provisions. (Ord. 1321, 2002).

8.10.150 Fire alarms.

The fire code shall determine the standards for new construction. (Ord. 1321, 2002).

8.10.160 Remodel and reconstruction cost determination.

Thresholds for remodel and reconstruction within the North Whidbey Enterprise Area shall comply with International Building Code and International

Fire Code (IBC/IFC) as adopted by the Washington State Building Code Council at Chapters 51-50 and 51-54 WAC. A consistent standard will be used by the city and the county for 60 percent of the replacement value. The replacement cost will be defined as the replacement cost as defined in the current Building Safety Journal Magazine table for building valuation data. (Ord. 1515 § 5, 2007; Ord. 1321, 2002).

8.10.170 Nonconforming structures and uses.

Buildings legally in existence at the time of adoption of this agreement or at time of annexation into the city will have their existing use or occupancy continued with the original fire prevention standards as required at time of building or occupancy permit if such use or occupancy was legal at the time of adoption of this agreement or annexation, provided such continued use is not dangerous to life. Upon annexation, the Oak Harbor fire department shall complete an inspection of all structures and require that all life safety requirements be met. As long as the building use has not changed and the building conforms to the codes for the building as permitted, the city of Oak Harbor will accept it as is without retrofit.

As an example and not limitation: If a building was approved with a spray area for nonflammable materials and the Oak Harbor fire department completes an inspection and finds the business is now spraying flammable materials, the Oak Harbor fire department would require a fire suppression system. If the business continues to use nonflammable materials in the spray area, the use will continue without a fire suppression system. (Ord. 1321, 2002).

8.10.180 Limitation of use.

These provisions do not affect uses or development outside of the North Whidbey Enterprise Area for Island County or the city of Oak Harbor. (Ord. 1321, 2002).

8.10.210 Plan review.

Fire flow plans and applications will be reviewed by the Oak Harbor fire department and approved by the jurisdiction where the property is located. Three sets of plans are required for city review to include fire, engineering and public works departments. (Ord. 1321, 2002).

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. (Ord. 1430 § 1, 2005).

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. (Ord. 1555 § 20, 2009).

Petition for Annexation - Goldie Road

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

DESCRIPTION: The proposed annexation area is located on the east side of Goldie Road, from Technical Drive to Ault Field Road. The request consists of 24 parcels, comprising approximately 118 acres and Goldie Road consisting of approximately four acres of right-of-way for a total annexation area of 122 acres.

Property Owner Name(s)	Site Address/Mailing Address	Parcel Number(s)
N.U.B. LLC	3078 Goldie Road, Suite C Same	R13326-357-2950

The undersigned has read the above text and consents to the filing of other pages hereof to be considered as part of this petition.

Dated this 5 day of April, 2011

N.U.B. LLC

By Ron D Wallin mgr

STATE OF WASHINGTON)

) ss:

COUNTY OF ISLAND)

THIS IS TO CERTIFY that on this 5 day of April, 2011, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ron Wallin, to me known to be the member of N.U.B. LLC, a limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public
State of Washington
LISA K. BEBEE
My Appointment Expires Jan. 19, 2012

Lisa K Bebee

Notary Public in and for the State of Washington,
Residing at Oak Harbor, WA County
Commission expires: January 19, 2012
Printed name of Notary: Lisa K Bebee

262

ATTACHMENT 5

Petition for Annexation - Goldie Road

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

DESCRIPTION: The proposed annexation area is located on the east side of Goldie Road, from Technical Drive to Ault Field Road. The request consists of 24 parcels, comprising approximately 118 acres and Goldie Road consisting of approximately four acres of right-of-way for a total annexation area of 122 acres.

Property Owner Name(s)	Site Address/Mailing Address	Parcel Number(s)
Northcoast Industries LLC	3078 Goldie Road, Suite C Same	R13326-370-3000

The undersigned has read the above text and consents to the filing of other pages hereof to be considered as part of this petition.

Dated this 5 day of April, 2011

NorthCoast Industries LLC

NORTHCOAST INDUSTRIES LLC

By Fred Wyatt

STATE OF WASHINGTON)

) ss:

COUNTY OF ISLAND)

THIS IS TO CERTIFY that on this 5 day of April, 2011, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Fred Wyatt, to me known to be ~~the~~ a member of Northcoast Industries LLC, a limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Lisa K Bebee

Notary Public in and for the State of Washington,
Residing at Oak Harbor, WA County
Commission expires: January 19, 2012
Printed name of Notary: Lisa K Bebee

Notary Public
State of Washington
LISA K. BEBEE
My Appointment Expires Jan. 19, 2012

ATTACHMENT 5

ATTN: STEVE POWERS

Petition for Annexation - Goldie Road

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

DESCRIPTION: The proposed annexation area is located on the east side of Goldie Road, from Technical Drive to Ault Field Road. The request consists of 24 parcels, comprising approximately 118 acres and Goldie Road consisting of approximately four acres of right-of-way for a total annexation area of 122 acres.

Property Owner Name

Wayne J. Locke, Sheila C. Davies

Site Address 545 Technical Drive

Mailing Address (*if different than listed below please write at bottom of page*)

1962 NE Sumner Drive, Oak Harbor, WA 98277

Parcel Number R13326-149-3550

Property Owner(s) Signature

Date Signed 3-30-2011

ATTACHMENT 5

Petition for Annexation - Goldie Road

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

DESCRIPTION: The proposed annexation area is located on the east side of Goldie Road, from Technical Drive to Ault Field Road. The request consists of 24 parcels, comprising approximately 118 acres and Goldie Road consisting of approximately four acres of right-of-way for a total annexation area of 122 acres.

Property Owner Name

Corey & Kathryn Johnson

Site Address 555 Technical Drive

Mailing Address (*if different than listed below please write at bottom of page*)

P.O. Box 1467, Oak Harbor, WA 98277

Parcel Number R13326-149-3720

Property Owner(s) Signature

Corey Johnson

Date Signed 3/28/11

ATTACHMENT 5

Petition for Annexation - Goldie Road

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

DESCRIPTION: The proposed annexation area is located on the east side of Goldie Road, from Technical Drive to Ault Field Road. The request consists of 24 parcels, comprising approximately 118 acres and Goldie Road consisting of approximately four acres of right-of-way for a total annexation area of 122 acres.

Property Owner Name

William L. Massey

Site Address N/A

Mailing Address (*if different than listed below please write at bottom of page*)

41 NE Midway Blvd., Suite 101, Oak Harbor, WA 98277

Parcel Number R13326-471-3540

Property Owner(s) Signature

William L. Massey

Date Signed March 28, 2011

ATTACHMENT 5

Petition for Annexation - Goldie Road

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

DESCRIPTION: The proposed annexation area is located on the east side of Goldie Road, from Technical Drive to Ault Field Road. The request consists of 24 parcels, comprising approximately 118 acres and Goldie Road consisting of approximately four acres of right-of-way for a total annexation area of 122 acres.

Property Owner Name(s)	Site Address/Mailing Address	Parcel Number(s)
All in 1 RV & Self Storage LLC	583 Ault Field Road 12800 Marine Drive, Anacortes, WA 98221	R13326-506-2800

The undersigned has read the above text and consents to the filing of other pages hereof to be considered as part of this petition.

Dated this 6 day of April, 2011

Paul Schmidt

ALL IN 1 RV & SELF STORAGE LLC

By _____

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

THIS IS TO CERTIFY that on this 6 day of April, 2011, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul Schmidt, to me known to be the attorney-in-fact of All in 1 RV & Self Storage LLC, a limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Lisa K Bebee

Notary Public in and for the State of Washington,
Residing at Island County
Commission expires: January 19, 2012
Printed name of Notary: Lisa K Bebee

Notary Public
State of Washington
LISA K. BEBEE
My Appointment Expires Jan. 19, 2012

ATTACHMENT 5

DECLARATION OF PAUL SCHMIDT

I, Paul Schmidt, hereby declare under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. That I am the duly appointed City Administrator for the City of Oak Harbor and have held that position since 2006.

2. As the City Administrator, I am the administrative executive officer for the City.

3. I have signed the attached Petition for Annexation on be half of the City of Oak Harbor as attorney-in-fact for All in 1 RV Self Storage pursuant to the power of attorney granted to the City in water agreement dated June 1, 1994 by Sydney Eelkema.

4. The water supply agreement dated June 1, 1994 was recorded under Island County Auditor's No. 94013135 for tax parcel no.R13326-506-2800, a true and correct copy of which is attached to this Declaration as Exhibit "A".

Executed this 6 day of April, 2011, in Oak Harbor, Washington.

Paul Schmidt

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

On this 6 day of April, 2011, before me personally appeared PAUL SCHMIDT to me known to be the City Administrator of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
State of Washington
LISA K. BEBEE
My Appointment Expires Jan. 19, 2012

Lisa K Bebee
Print: Lisa K Bebee
NOTARY PUBLIC in and for the State of Washington, residing at Oak Harbor, WA
Commission expires: January 19, 2012

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ATTACHMENT 5

Petition for Annexation - Goldie Road

WARNING

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DESCRIPTION: The proposed annexation area is located on the east side of Goldie Road, from Technical Drive to Ault Field Road. The request consists of 24 parcels, comprising approximately 118 acres and Goldie Road consisting of approximately four acres of right-of-way for a total annexation area of 122 acres.

Property Owner Name(s)	Site Address/Mailing Address	Parcel Number(s)
Northcoast Industries LLC	3078 Goldie Road, Suite C Same	R13326-370-3000

The undersigned has read the above text and consents to the filing of other pages hereof to be considered as part of this petition.

Dated this 6 day of April, 2011

Paul S

NORTHCOAST INDUSTRIES LLC

By _____

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

THIS IS TO CERTIFY that on this 6 day of April, 2011, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul Schmidt, to me known to be the attorney in fact of Northcoast Industries LLC, a limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Lisa K Bebee

Notary Public in and for the State of Washington,
Residing at Island County
Commission expires: January 19, 2012
Printed name of Notary: Lisa K Bebee

Notary Public
State of Washington
LISA K. BEBEE
My Appointment Expires Jan. 19, 2012

269

ATTACHMENT 5

DECLARATION OF PAUL SCHMIDT

I, Paul Schmidt, hereby declare under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. That I am the duly appointed City Administrator for the City of Oak Harbor and have held that position since 2006.

2. As the City Administrator, I am the administrative executive officer for the City.

3. I have signed the attached Petition for Annexation on be half of the City of Oak Harbor as attorney-in-fact for Northcoast Industries, LLC pursuant to the power of attorney granted to the City in water agreement dated June 28, 2002 by Northcoast Industries, LLC.

4. The water supply agreement dated June 28, 2002 was recorded under Island County Auditor's No. 4024918 for tax parcel no. R13326-370-3000, a true and correct copy of which is attached to this Declaration as Exhibit "A".

Executed this 6 day of April, 2011, in Oak Harbor, Washington.

Paul Schmidt

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

On this 6 day of April, 2011, before me personally appeared PAUL SCHMIDT to me known to be the City Administrator of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
State of Washington
LISA K. BEBEE
My Appointment Expires Jan. 19, 2012

Lisa K Bebee
Print: Lisa K Bebee
NOTARY PUBLIC in and for the State of Washington, residing at Oak Harbor, WA
Commission expires: January 19, 2012

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ATTACHMENT 5

Petition for Annexation - Goldie Road

WARNING

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Property Owner Name(s)	Site Address/Mailing Address	Parcel Number(s)
PCM Holdings LLC	3034 Goldie Road 33345 State Route 20, Oak Harbor, WA 98277	R13326-313-3310

The undersigned has read the above text and consents to the filing of other pages hereof to be considered as part of this petition.

Dated this 6 day of April, 2011

PCM HOLDINGS LLC

By _____

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

THIS IS TO CERTIFY that on this 6 day of April, 2011, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul Schmidt, to me known to be the attorney in fact of PCM Holdings LLC, a limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington,
Residing at Island County
Commission expires: January 19, 2012
Printed name of Notary: Lisa K Bebee

Notary Public
State of Washington
LISA K. BEBEE
My Appointment Expires Jan. 19, 2012

ATTACHMENT 5

DECLARATION OF PAUL SCHMIDT

I, Paul Schmidt, hereby declare under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. That I am the duly appointed City Administrator for the City of Oak Harbor and have held that position since 2006.

2. As the City Administrator, I am the administrative executive officer for the City.

3. I have signed the attached Petition for Annexation on be half of the City of Oak Harbor as attorney-in-fact for PCM Holdings, LLC pursuant to the power of attorney granted to the City in water agreement dated June 28, 1995 by The Teel Revocable Living Trust, Leo C. Teel as Trustee.

4. The water supply agreement dated June 28, 1995 was recorded under Island County Auditor's No. 95010536 for tax parcel no. R13326-313-3310, a true and correct copy of which is attached to this Declaration as Exhibit "A".

Executed this 6 day of April, 2011, in Oak Harbor, Washington.

Paul Schmidt

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

On this 6 day of April, 2011, before me personally appeared PAUL SCHMIDT to me known to be the City Administrator of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
State of Washington
LISA K. BEBEE
My Appointment Expires Jan. 19, 2012

Lisa K Bebee
Print: Lisa K Bebee
NOTARY PUBLIC in and for the State of Washington, residing at Oak Harbor, WA
Commission expires: January 19, 2012

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P:\Annexations\Wallin-Goldie Road\NWEA - Dec of PS (form).doc

ATTACHMENT 5

Petition for Annexation - Goldie Road

WARNING

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DESCRIPTION: The proposed annexation area is located on the east side of Goldie Road, from Technical Drive to Ault Field Road. The request consists of 24 parcels, comprising approximately 118 acres and Goldie Road consisting of approximately four acres of right-of-way for a total annexation area of 122 acres.

Property Owner Name(s)	Site Address/Mailing Address	Parcel Number(s)
DNB Facilities Development	538 Technical Drive P.O. Box 1527, Oak Harbor, WA 98277	R13326-214-3570

The undersigned has read the above text and consents to the filing of other pages hereof to be considered as part of this petition.

Dated this 6 day of April, 2011

Paul Schmidt

DNB FACILITIES DEVELOPMENT

By _____

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

THIS IS TO CERTIFY that on this 6 day of April, 2011, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul Schmidt, to me known to be the attorney in fact of DNB Facilities Development, a company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Lisa K Bebee

Notary Public in and for the State of Washington,
Residing at Island County
Commission expires: January 19, 2012
Printed name of Notary: Lisa K Bebee

Notary Public
State of Washington
LISA K. BEBEE
My Appointment Expires Jan. 19, 2012

ATTACHMENT 5

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1. That I am the duly appointed City Administrator for the City of Oak Harbor and have held that position since 2006.

2. As the City Administrator, I am the administrative executive officer for the City.

3. I have signed the attached Petition for Annexation on be half of the City of Oak Harbor as attorney-in-fact for DNB Facilities Development pursuant to the power of attorney granted to the City in water agreement dated August 22, 2000 by C.D. Boothe.

4. The water supply agreement dated August 22, 2000 was recorded under Island County Auditor's No. 20015456 for tax parcel no. R13326-214-3300, known as R13326-214-3570, a true and correct copy of which is attached to this Declaration as Exhibit "A".

Executed this 6 day of April, 2011, in Oak Harbor, Washington.

Paul Schmidt

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

On this 6 day of April, 2011, before me personally appeared PAUL SCHMIDT to me known to be the City Administrator of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

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State of Washington
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ATTACHMENT 5

Petition for Annexation - Goldie Road

WARNING

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DESCRIPTION: The proposed annexation area is located on the east side of Goldie Road, from Technical Drive to Ault Field Road. The request consists of 24 parcels, comprising approximately 118 acres and Goldie Road consisting of approximately four acres of right-of-way for a total annexation area of 122 acres.

Property Owner Name(s)	Site Address/Mailing Address	Parcel Number(s)
Technical Services Inc.	584 Technical Drive P.O. Box 1527, Oak Harbor, WA 98277	R13326-182-3010

The undersigned has read the above text and consents to the filing of other pages hereof to be considered as part of this petition.

Dated this 6 day of April, 2011

Paul Schmidt

TECHNICAL SERVICES INC.

By _____

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

THIS IS TO CERTIFY that on this 6 day of April, 2011, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul Schmidt, to me known to be the attorney in fact of Technical Services Inc., a company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Lisa K Bebee

Notary Public in and for the State of Washington,
Residing at Island County
Commission expires: January 19, 2012
Printed name of Notary: Lisa K. Bebee

Notary Public
State of Washington
LISA K. BEBEE
My Appointment Expires Jan. 19, 2012

ATTACHMENT 5

DECLARATION OF PAUL SCHMIDT

I, Paul Schmidt, hereby declare under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. That I am the duly appointed City Administrator for the City of Oak Harbor and have held that position since 2006.

2. As the City Administrator, I am the administrative executive officer for the City.

3. I have signed the attached Petition for Annexation on be half of the City of Oak Harbor as attorney-in-fact for Technical Services Inc. pursuant to the power of attorney granted to the City in water agreement dated December 16, 1994 by Technical Services, Inc.

4. The water supply agreement dated December 16, 1994 was recorded under Island County Auditor's No. 95007142 for tax parcel no. R13326-182-3010, a true and correct copy of which is attached to this Declaration as Exhibit "A".

Executed this 6 day of April, 2011, in Oak Harbor, Washington.

Paul Schmidt

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

On this 6 day of April, 2011, before me personally appeared PAUL SCHMIDT to me known to be the City Administrator of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
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LISA K. BEBEE
My Appointment Expires Jan. 19, 2012

Lisa K Bebee
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ATTACHMENT 5

Petition for Annexation - Goldie Road

WARNING

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DESCRIPTION: The proposed annexation area is located on the east side of Goldie Road, from Technical Drive to Ault Field Road. The request consists of 24 parcels, comprising approximately 118 acres and Goldie Road consisting of approximately four acres of right-of-way for a total annexation area of 122 acres.

Property Owner Name(s)	Site Address/Mailing Address	Parcel Number(s)
Oak Harbor Invest., G.P.	569 Technical Drive 9315 SE 43rd St., Mercer Island, WA 98040	R13326-149-3180

The undersigned has read the above text and consents to the filing of other pages hereof to be considered as part of this petition.

Dated this 6 day of April, 2011

OAK HARBOR INVEST., G.P.

By _____

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

THIS IS TO CERTIFY that on this 6 day of April, 2011, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul Schmidt, to me known to be the attorney in fact of Oak Harbor Invest., G.P., a company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public
State of Washington
LISA K. BEBEE
My Appointment Expires Jan. 19, 2012

Lisa K Bebee
Notary Public in and for the State of Washington,
Residing at Island County
Commission expires: January 19, 2012
Printed name of Notary: Lisa K Bebee

277

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1. That I am the duly appointed City Administrator for the City of Oak Harbor and have held that position since 2006.

2. As the City Administrator, I am the administrative executive officer for the City.

3. I have signed the attached Petition for Annexation on be half of the City of Oak Harbor as attorney-in-fact for Oak Harbor Invest, G.P. pursuant to the power of attorney granted to the City in water agreement dated March 30, 1993 by Oak Harbor I Associates.

4. The water supply agreement dated March 30, 1993 was recorded under Island County Auditor's No. 93008770 for tax parcel no. R13326-149-3180, a true and correct copy of which is attached to this Declaration as Exhibit "A".

Executed this 6 day of April, 2011, in Oak Harbor, Washington.

Paul Schmidt

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

On this 6 day of April, 2011, before me personally appeared PAUL SCHMIDT to me known to be the City Administrator of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

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Petition for Annexation - Goldie Road

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Property Owner Name

Mike and Tammie Nagel

Site Address 3144 Colin Lane

Mailing Address (*if different than listed below please write at bottom of page*)

3144 Colin Lane, Oak Harbor, WA 98277

Parcel Number R13326-471-2910

Property Owner(s) Signature

Date Signed April 6, 2011

ATTACHMENT 5

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I, Paul Schmidt, hereby declare under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. That I am the duly appointed City Administrator for the City of Oak Harbor and have held that position since 2006.

2. As the City Administrator, I am the administrative executive officer for the City.

3. I have signed the attached Petition for Annexation on be half of the City of Oak Harbor as attorney-in-fact for Mike & Tammie Nagel pursuant to the power of attorney granted to the City in water agreement dated November 9, 2006 by Mike & Tammie Nagel.

4. The water supply agreement dated November 9, 2006 was recorded under Island County Auditor's No. 4188502 for tax parcel no.R13326-471-2910, a true and correct copy of which is attached to this Declaration as Exhibit "A".

Executed this 6 day of April, 2011, in Oak Harbor, Washington.

Paul Schmidt

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

On this 6 day of April, 2011, before me personally appeared PAUL SCHMIDT to me known to be the City Administrator of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

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Property Owner Name

Peter J. & Kimberly M. Franssen

Site Address 3130 Goldie Road

Mailing Address (*if different than listed below please write at bottom of page*)

477 Richard Road, Oak Harbor, WA 98277

Parcel Number R13326-444-2810

Property Owner(s) Signature

Date Signed April 6, 2012

ATTACHMENT 5

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I, Paul Schmidt, hereby declare under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. That I am the duly appointed City Administrator for the City of Oak Harbor and have held that position since 2006.

2. As the City Administrator, I am the administrative executive officer for the City.

3. I have signed the attached Petition for Annexation on be half of the City of Oak Harbor as attorney-in-fact for Peter & Kimberly Franssen pursuant to the power of attorney granted to the City in water agreement dated August 3, 2007 by Corey Johnson .

4. The water supply agreement dated August 3, 2007 was recorded under Island County Auditor's No. 4208948 for tax parcel no. R1326-444-2810, a true and correct copy of which is attached to this Declaration as Exhibit "A".

Executed this 6 day of April, 2011, in Oak Harbor, Washington.

Paul Schmidt

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

On this 6 day of April, 2011, before me personally appeared PAUL SCHMIDT to me known to be the City Administrator of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

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Property Owner Name

David A. Jasman Jr.

Site Address 3002 & 3004 Goldie Road

Mailing Address (*if different than listed below please write at bottom of page*)

4173 Jones Road, Oak Harbor, WA 98277

Parcel Number R13326-288-3170, R13326-272-3510

Property Owner(s) Signature

Date Signed April 6, 2011

ATTACHMENT 5

DECLARATION OF PAUL SCHMIDT

I, Paul Schmidt, hereby declare under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. That I am the duly appointed City Administrator for the City of Oak Harbor and have held that position since 2006.

2. As the City Administrator, I am the administrative executive officer for the City.

3. I have signed the attached Petition for Annexation on be half of the City of Oak Harbor as attorney-in-fact for Dave Jasman pursuant to the power of attorney granted to the City in water agreement dated August 21, 1995 by David Allen Jasman and Shirley Clair Jasman.

4. The water supply agreement dated August 21, 1995 was recorded under Island County Auditor's No. 95013609 for tax parcel no. R13326-288-3170 and R13326-272-3510, a true and correct copy of which is attached to this Declaration as Exhibit "A".

Executed this 6 day of April ~~, 2011~~, in Oak Harbor, Washington.

Paul Schmidt

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

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Goldie Road Annexation - Assessed Value/Petition Calculation

April 6, 2011

Parcel Number	Auditor's File No.	Power of Attorney	Property Owner	Assessed Value	% of Total Assessed Value	Signed Annex. Pettition	% of Total Value Achieved	Power of Attorney Signed Petition
R13326-506-2800	94013135	Yes	All in 1 RV Self Storage	2,593,513.00	20.67%		20.67%	20.67%
R13326-471-2910	4188502	Yes	Mike & Tammie Nagel	1,052,285.00	8.39%		8.39%	8.39%
R13326-444-2810	4208948	Yes	Peter & Kimberly Franssen	173,925.00	1.39%		1.39%	1.39%
R13326-421-2780			Dustin Haun	223,092.00	1.78%			
R13326-471-3540	93007449	No	William Massey	333,445.00	2.66%	2.66%	2.66%	
R13326-404-3310			North End Holdings, LLC	110,592.00	0.88%			
R13326-370-3000	4024918	Yes	Northcoast Industries, LLC	436,878.00	3.48%	3.48%	3.48%	
R13326-357-2770			Goldie Rd Properties, LLC	332,790.00	2.65%			
R13326-358-2850			Trico	266,648.00	2.13%			
R13326-357-2950			NUB, LLC	350,781.00	2.80%	2.80%	2.80%	
R13326-363-3630			North End Holdings, LLC	100,000.00	0.80%			
R13326-338-2970			Stanley Groszek	158,628.00	1.26%			
R13326-313-3310	95010536	Yes	PCM Holdings, LLC	134,970.00	1.08%		1.08%	1.08%
R13326-288-3170	95013609	Yes	David Jasman	263,956.00	2.10%		2.10%	2.10%
R13326-272-3510	95013609	Yes	David Jasman	166,858.00	1.33%		1.33%	1.33%
R13326-249-3300	20015456	Yes	Gordon & Jane Koetje	2,310,396.00	18.42%			
R13326-214-3570	20015456	Yes	DNB Facilities Development	537,823.00	4.29%		4.29%	4.29%
R13326-182-3010	95007142	Yes	Technical Services Inc.	1,207,293.00	9.62%		9.62%	9.62%
~~R13326-149-2850~~			~~State of Washington~~	~~1,630,954.00~~	~~13.00%~~			
R13326-149-3180	93008770	Yes	Oak Harbor Invest, G.P.	942,087.00	7.51%		7.51%	7.51%
~~R13326-149-3400~~			~~State of Washington~~	~~668,522.00~~	~~5.33%~~			
R13326-149-3550	91018428	No	Wayne Locke & Sheila Davies	399,819.00	3.19%	3.19%	3.19%	
R13326-149-3720	91018428	No	Cory & Kathryn Johnson	448,442.00	3.57%	3.57%	3.57%	
~~R13326-149-3870~~			~~City of Oak Harbor~~	~~252,386.00~~	~~2.01%~~			
Total				**$12,544,221.00**	**100.00%**	**15.70%**	**72.08%**	**56.38%**

285

ATTACHMENT 5

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FISCAL IMPACT ANALYSIS FOR THE GOLDIE ROAD ANNEXATION

Draft

CITY OF Oak Harbor
WHIDBEY ISLAND, WASHINGTON

This report was prepared by the City of Oak Harbor Development Services Department staff:

Steve Powers, Development Services Director, AICP
Ethan Spoo, Senior Planner, AICP

April, 2011

Draft

TABLE OF CONTENTS

Executive summary ..... **iv**
Why Fiscal Analysis is Useful iv
Summary Results iv
Introduction **1**
What is Fiscal Analysis? 1
Project Assumptions 1
Fiscal Analysis **3**
Revenues 3
Property Taxes 3
Construction Sales Taxes 4
Operating Sales Taxes 4
Water Utility Revenues 5
Sewer Utility Revenues 6
Storm Drain Utility Revenues 7
Solid Waste Utility Revenues 8
Utility Taxes 9
Real Estate Excise Taxes (REET) 10
Building Permit Revenues 11
Costs 12
General Fund 12
Enterprise Funds 13
Street Fund 16
Results **17**
Revenues 17
Costs 17
Fiscal Balance 18
Conclusions **20**

EXECUTIVE SUMMARY

Why Fiscal Analysis is Useful

Fiscal analysis measures the cash flow impacts of a given choice. This report looks at the consequences to the City of Oak Harbor's budget from the incorporation and development of the Goldie Road Annexation. Because this is a sizeable area (120 acres), with development potential, the City should consider how providing services to this area will affect its budget. Fiscal analysis can help do that by weighing the revenues of annexation (increased property taxes, sales taxes, permit revenues, etc.) against the costs of providing new services (water, sewer, storm drain, solid waste, roads, police, fire, etc.).

Staff believe this analysis is particularly useful because it looks at annexation under two different scenarios: (1) if no development occurs after annexation – "Scenario 1" and (2) if a "reasonable" level of development occurs after annexation – "Scenario 2." Scenario 1 is useful because it looks at the results of annexation to the City under a "worst case" scenario. It answers the question, "What would happen if the City annexed this property and no development occurred afterward?" Scenario 2 is useful because it looks at the consequences of annexation under a more reasonable and probably more likely scenario.

Summary Results

State law and planning principles dictate that services are provided concurrent with development. Roads, sewer facilities, water facilities, storm drain facilities, police services and fire services are already in place to serve development prior to occupancy permits being issued. Many times, these facilities or services are, at least in part, publicly funded. This means that a city will experience some of the costs of annexation prior to revenues being received.

For this reason, it is a very common pattern for a city considering annexation to experience negative fiscal impacts during the early years following annexation, with positive impacts later after revenues "catch up" to costs. The fiscal analysis projects a similar, but short lived pattern for the Goldie Road Annexation. During the first two years following annexation, both scenarios indicate that there will be a negative fiscal impact to the City. Beginning in year three, however, revenues exceed costs and the City begins to realize a positive cash flow as a result of the annexation. In Scenario 2, cash flow grows more quickly due to new development, reaching $501,000 per year versus $105,000 per year in Scenario 1.

Despite the fact that both scenarios show negative cash flow to the City in the first two years following annexation, the overall finding of this report is very positive. What the results indicate are that, even in the worst-case scenario when no development occurs (an unlikely scenario), the City will experience positive cash flow from annexation. This is an especially meaningful conclusion, given the fact that many cities annex property which has a negative fiscal impact over a longer period of time because they believe that the economic development (i.e. jobs) created by annexation and subsequent development outweigh any negative fiscal impacts.

Another important finding of this report is that annexation followed by development, as illustrated by Scenario 2, creates a substantially better cash flow result for the City of Oak Harbor. Because development creates additional property tax, sales tax, and service revenues, the City should do what it can to promote development in the Goldie Road corridor. Some level of incentives for annexation is appropriate. However, the more incentives that are offered, the more development needs to occur for the City to recuperate costs.

Table A. Annual Fiscal Impact for Each Scenario

Year	Calendar	Scenario 1	Scenario 2
0	2011	$ (29,620)	($20,095)
1	2012	$ (220,722)	($209,100)
2	2013	$ 41,383	$34,691
3	2014	$ 42,281	$72,758
4	2015	$ 43,647	$80,607
5	2016	$ 49,159	$113,984
6	2017	$ 42,697	$125,907
7	2018	$ 42,892	$129,132
8	2019	$ 43,088	$139,830
9	2020	$ 43,283	$158,369
10	2021	$ 116,189	$353,121
11	2022	$ 107,379	$375,940
12	2023	$ 107,770	$385,227
13	2024	$ 108,160	$402,502
14	2025	$ 108,551	$419,670
15	2026	$ 108,941	$438,215
16	2027	$ 107,203	$454,278
17	2028	$ 105,269	$469,567
18	2029	$ 105,269	$487,242
19	2030	$ 105,269	$502,530
20	2031	$ 105,269	$501,291

Draft

INTRODUCTION

The City received a petition to annex property for an area that is situated east of Goldie Road, north of Technical Drive and south of Ault Field Road. This report looks at fiscal impacts to the City of this proposed annexation under two scenarios: (1) no new development occurs and (2) a reasonable level of development. Each of those scenarios and its corresponding effect on the City's budget is discussed in this report.

What is Fiscal Analysis?

Properties within City boundaries receive City services, such as police, fire, planning, streets, water, sewer, and storm drainage, to name a few. These services cost money to provide. These same properties generate revenue to the City through taxes and fees. Every potential annexation is different in that it generates a unique demand for services and revenue streams to local governments depending upon the type (residential, commercial, industrial) and quantity of development proposed. Some properties require more police services, some require less; some generate more property tax revenue and some generate less. Fiscal analysis compares the costs and revenues to a City of a certain policy choice. In this case, the policy choice in question is annexation of the Goldie Road area shown on the accompanying map in Exhibit 1.

Fiscal analysis looks at the *direct* cost and revenue impacts to the City, which are the projected changes to the City's budget. It does not look at *indirect* impacts from job creation, or money which flows into the local economy from annexation and/or development of the annexed property. If an annexed property generates new property taxes which would not have been present before annexation, that is a fiscal impact. If new jobs are created in the annexation area through development, and the workers in those new jobs spend money at Oak Harbor businesses, that is an indirect (economic) impact and is not accounted for here.

Project Assumptions

Many assumptions go into a fiscal analysis. These assumptions must be made because fiscal analysis is a prediction about the future. The prediction is based upon reasonable assumptions about City services, how those services will be used, and how much services will cost. On the revenue side, assumptions focus on the value of property for calculating property taxes, sales taxes from construction, and utility revenues. Each of the costs and revenues is affected by the amount of development that happens after annexation. This section outlines some of the more important and basic assumptions for the analysis:

- **Timeframe.** The analysis looks at fiscal impacts from 2011 through 2031. We assume that annexation occurs by June of 2011, at which point the City becomes responsible for providing most services to the property.
- **Development Scenarios.** The analysis looks at fiscal impacts under two scenarios: (1) no new development after annexation and (2) a reasonable level of development after annexation. Under Scenario 1, there is currently 303,570 square feet of buildings within the annexation area, this would not change over the 20-year study period. Scenario 1 is a worst-case scenario; it helps answer the question "what would happen to the City's budget if annexation occurred, but no development happened?"

  In Scenario 2, we assume vacant land within the annexation area will redevelop. To project how much development might occur, we looked at already developed parcels within the annexation area and found that these developed parcels have a floor area ratio (FAR) of 0.24, meaning the building area is 24% of the size of the parcel. We assumed that the undeveloped parcels in the annexation area would also develop to an FAR of 0.24, for a total of 1,250,019 square feet of buildings when construction is complete.

- **Inflation.** Most fiscal analyses remove inflation from the equation. This fiscal analysis does the same. All dollar figures expressed in this analysis are 2011 dollars.
- **Capital projects.** Costs to the City are greatly affected by the type and number of capital projects the City undertakes within the annexation area. It goes without saying that roads, sewer, water, and stormwater systems are expensive. This analysis assumes that the City only undertakes one capital project within the annexation area, which is the upgraded water line along Ault Field Road at an approximate cost of $200,000. The Goldie Road sewer line has already been installed (and would have been regardless of annexation), therefore this cost is not counted here. Additionally, the analysis does not consider costs to upgrade Goldie Road to be a three lane arterial street. The City will likely pursue outside funding sources and grants for this project.
- **Conservative projections.** This fiscal analysis attempts to be conservative. That is, it errors on the side of overestimating costs and underestimating revenues.

The above assumptions are used throughout the analysis. Assumptions specific to each cost and revenue are discussed below in the "Fiscal Analysis" section of this report.

DRAFT

FISCAL ANALYSIS

This section of the report discusses each of the revenues and costs that were considered in the analysis. The report first discusses revenues, then costs and finally compares the two in a "Results" section. For each individual revenue and cost, there is a description of the revenue or cost, key assumptions, and graphs showing the amount of each revenue and cost we expect to see for each year of the analysis.

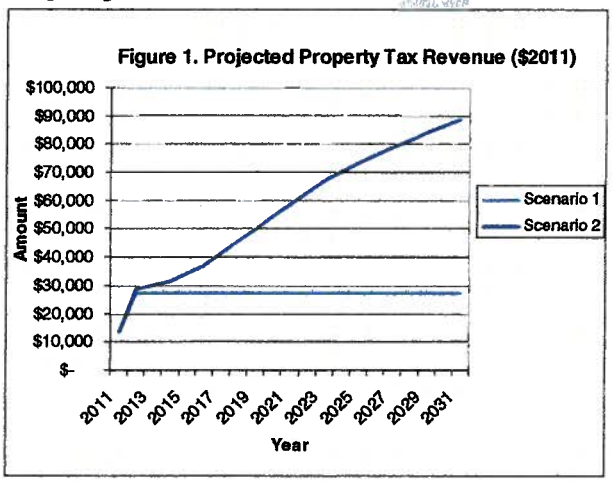
This report was originally completed in draft form in May 2010. Since then, the fiscal analysis has been updated and refined as new information came to light. Several noteworthy changes have occurred to the report, which have increased net revenues to the City as a result of annexation and development of the property. These changes are:

- Construction sales tax revenues are now included in the analysis
- Projected enterprise revenues from the City's utility accounts (sewer, water, storm, solid waste) are now included. Previously, these revenues were assumed by staff not to be net revenue generators – a conservative assumption. Upon further examination and adoption of new utility rates in 2010, the utilities are now projected to create net revenue to the City as a result of this annexation and are included in the analysis.

Revenues

This analysis focuses on the most significant sources of revenue to the City. We determined these revenues to be property taxes, sales taxes, utility revenues (sewer, water, storm drain, solid waste), utility taxes, real estate excise taxes, and building permit revenues. Other revenue sources exist, such as transportation impact fees and land use fees, but were not included because they were not determined to be large enough sources of revenue to include.

Property Taxes



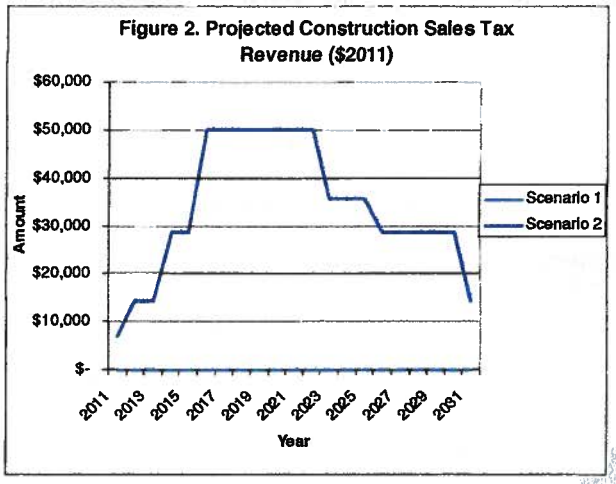
Property taxes are collected on the total value of a property which includes the land and structures on it. The County Assessor collects property taxes twice each year (April and October) and then distributes these tax revenues back to the City of Oak Harbor. Property tax collections generally lag assessed values by one year. That is, the property taxes collected in 2011 are based upon the assessed value of property in 2010. The City's property tax rate is approximately $2.04/ per $1,000 of assessed value.

The fiscal analysis projected the assessed value of property in each year from 2011 – 2031, then applied the levy rate to this value to project the amount of property tax that would be received from properties in the annexation area. In Scenario 1, the property value stays the same (in $2011), because

there is no new development. In Scenario 2, the property values grow as new development occurs. Since annexation does not happen until June 2011, only a half year of property tax revenues would be received in 2011.

Figure 1 shows the projected property tax revenues to the City in each scenario from 2011 – 2031.

Construction Sales Taxes



The State of Washington has a destination-based sales tax system. This means that sales taxes are paid where products are delivered to the customer. If a customer enters a store in King County and buys a product, then the sales tax is paid in King County. However, if that same customer lives in Island County and orders the product over the internet from the same store and has it shipped to Island County, then the sales tax is paid to Island County. The destination-based sales tax system has implications for construction activities. Since construction materials are delivered to project sites, this means that the sales tax accrues to the jurisdictions where the project site is located, not at the building material store where the items were purchased.

The model assumes that the City's sales tax rate is 0.87% and will remain at that level during the 20 year period examined and applies this rate to the estimated value of construction (materials and labor) in the annexation area. Industrial/warehouse construction is valued at $90 per square foot from Reed Construction Data[1]. In scenario 1, no new construction occurs so there are no sales tax receipts to the City. In scenario 2, sales taxes receipts grow steadily and then plateau at approximately $50,000 from 2016 to 2021, then decline as development decreases in the later decade between 2023 and 2031.

Figure 2 shows the projected construction sales tax revenues to the City in each scenario from 2011 – 2031.

Operating Sales Taxes

Sales taxes are collected on the gross receipts of all businesses in Washington. The State sales tax rate for 2011 is 6.5%. Cities in Washington are authorized to charge up to 0.87% sales tax; Oak Harbor charges all of that rate.[2]

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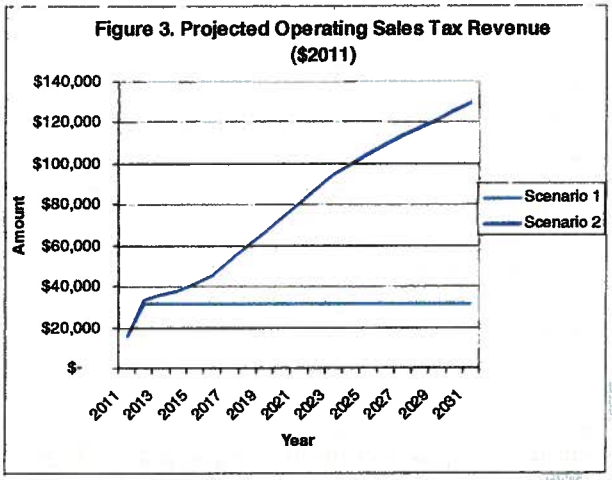
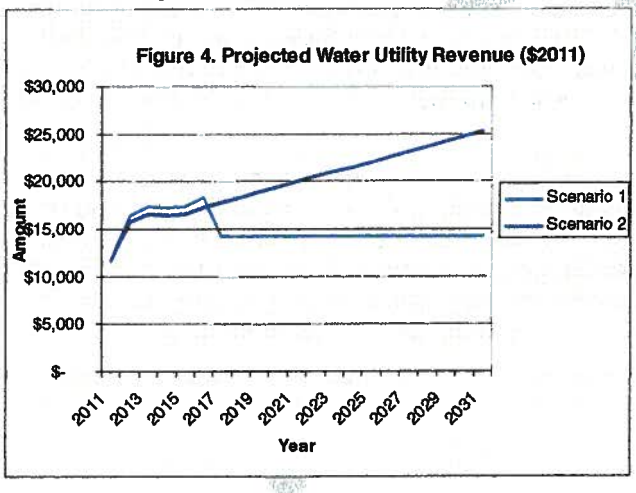
[1] From "RS Means Dollars-per-square-foot construction cost: Four industrial shell types of structure" Information is available at: http://www.reedconstructiondata.com/construction-forecast/news/2009/10/rsmeans-dollars-per-square-foot-construction-costs-four-industrial-shell-ty/

[2] A Revenue Guide for Washington Cities and Towns "Municipal Research and Services Center, report No. 46 Revised, June 2009, page 15.

To estimate the amount of sales tax that might be generated from businesses within the annexation area, staff collected data on the amount of sales tax generated by the existing businesses within the annexation area. The model then assumed that the average sales tax receipts per square foot of building from 2006 – 2009, would remain the same into the future. These businesses have averaged $0.11 of sales tax revenue to the City per square foot of building. In Scenario 1, no new development occurs, so the sales tax revenues from these businesses remain flat over the 20-year study period. In Scenario 2, these sales tax revenues grow as new buildings come on-line within the annexation area, as shown in Figure 3 below.



Water Utility Revenues



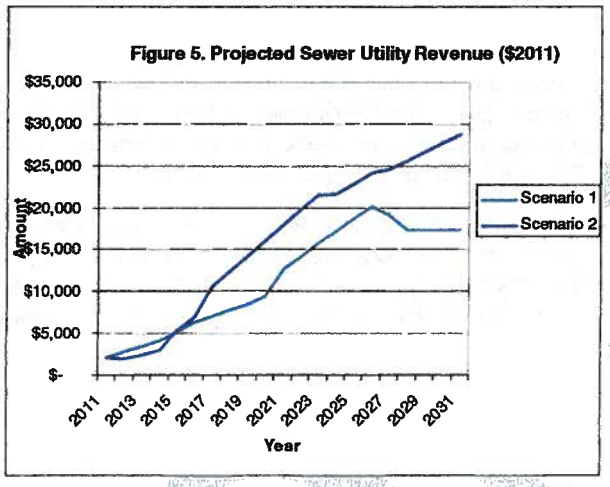
At the time a property owner requests a new water connection, the City requires a connection deposit from the property owner. The connection deposit varies by the size of line being installed. For this analysis, we have assumed that all new connections made within the Goldie Road annexation area are ¾-inch lines (the smallest available for conservative revenue estimation) requiring a $600 deposit. The City also levies a system development charge (SDC) at the time of connection which helps pay for water system capital costs throughout the City. For this analysis, we have assumed that all connections are ¾-inch, thereby requiring an SDC payment of $3,081. A meter charge of $323.64 would apply to all new water meters. Finally, the City charges a base fee of $22.25 for a ¾-inch monthly service and a consumption charge of $4.40 per 100 cubic feet of water used for commercial uses.

Most of the property owners within the annexation area already have City water service and would not be paying for new services after annexation. However, there are five property owners who do not. The fiscal model assumes that these five property owners will connect to City water service by the year 2016 requiring the payment of connection fees, SDCs, deposits, base fees, and consumption charges. For properties already served by City water, the model assumes the monthly base rate and consumption charges will be received by the City.

Based on the above assumptions, the model predicts that, in Scenario 1, water revenues would rise from approximately $12,000 per year to $18,000 per year as the five new customers come online and then would level off to $14,000 per year. In scenario 2, revenues continue to increase as new development and new customers come online reaching $25,000 per year in 2031.

Figure 4 shows the projected water utility revenues from 2011 – 2031.

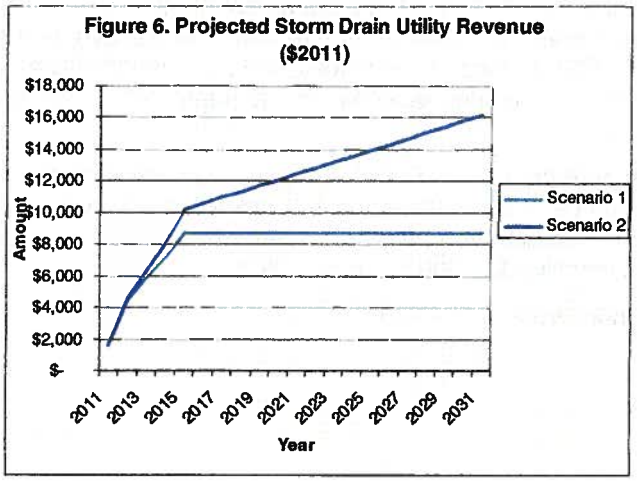
Sewer Utility Revenues



The City has four types of fees/charges related to sewer which apply to commercial/industrial uses; (1) sewer inspection fees (2) a system development charge (3) a monthly base fee for service and (4) a monthly consumption charge. This analysis assumes that each new sewer which comes online within the annexation area is inspected once from property line to building and from property line to main for a total of $140 per new line. All new connections within the annexation area are ¾-inch lines requiring a $1,680 SDC, a monthly base rate of $35.75 increasing to $56.25 by 2016, and a monthly consumption charge of $4.55 per 100 cubic foot of water flow increasing to $6.80 per cubic foot in 2016.

In both scenarios 1 and 2, the model projects a gradual increase in sewer revenues as septic systems are decommissioned and new sewer customers come online. The number of new connections reaches its maximum in 2027 in Scenario 1. Therefore in 2028 the City does not receive SDCs from new connections in this scenario, creating a small drop in revenue. In scenario 2, revenues grow more quickly because new development drives the demand for new connections to the City's sewer system.

Storm Drain Utility Revenues



Storm drain fees are based on the amount of impervious area on a site. There are no connection charges, or SDCs associated with the City's stormwater utility. The City's newly adopted rate structure for stormwater dictates that a commercial/industrial property owner will pay $11.00 per month per 3,300 square feet of impervious area or fraction thereof. This rate is set to increase to $11.95 by 2015.

Since monthly stormwater bills can be a significant cost for property owners, the City is proposing to adopt a modified rate for the North Whidbey Enterprise Area, of which the subject annexation is a part to encourage development of this area. Those rates would be $1.47, $2.05, $2.67, $3.32, and $3.99 per 3,300 square feet in years 2011, 2012, 2013, 2014, and 2015 respectively. The fiscal model takes this modified rate incentive into account.

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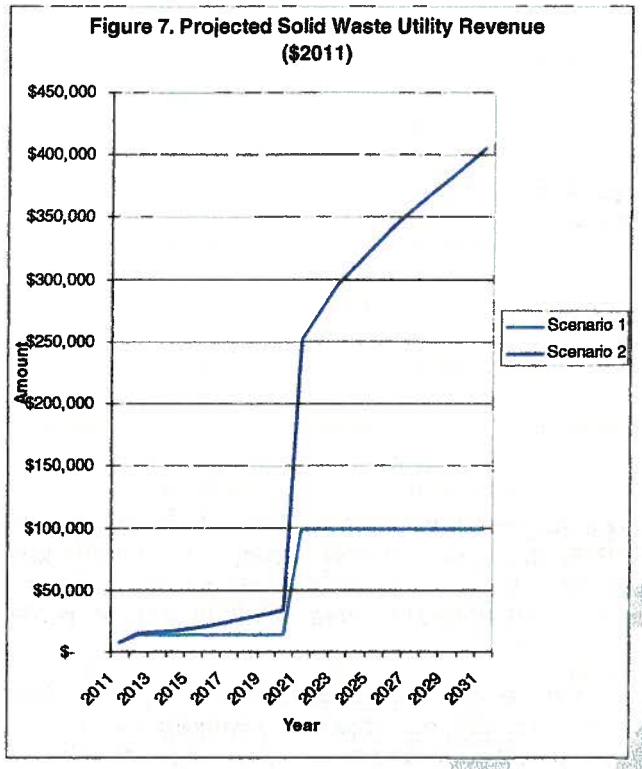
Solid Waste Utility Revenues



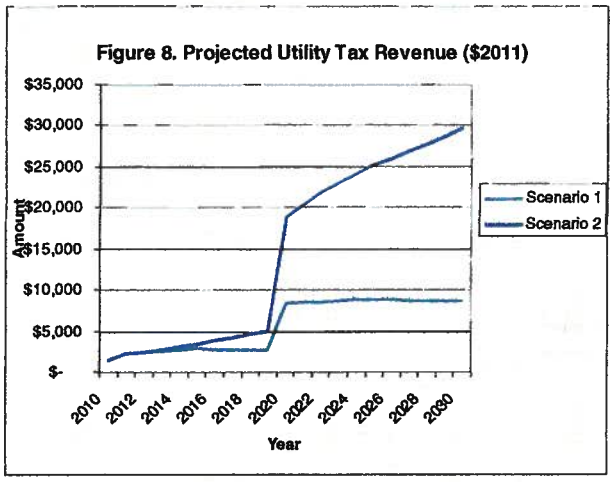
The City's solid waste utility provides dumpster service, recycling services, and curbside roll cart service. For the purposes of this analysis, we assume that all of the properties within the annexation area are commercial or industrial (or will be) and therefore will require dumpster services, but not recycling or roll cart service. In reality, some or all of these properties would probably also participate in recycling services. Excluding them from recycling services is a conservative revenue assumption.

Island Disposal currently provides solid waste services to unincorporated areas of the County. In the case of annexations, Island Disposal usually continues to provide service ten years after annexation, at which point the City assumes service responsibility. For properties within the City served by Island Disposal in the interim ten years, the City charges an 18.5% surcharge in addition to what Island County charges to administer these accounts.

Island County charges $71.90 for dumpster pickup service, $7.28 in taxes for each pickup, and $3.63 in rent per day for each dumpster. The City charges by the size of dumpster and has dumpsters ranging from 1 to 6 yards in size. For purposes of the analysis, we used an "average dumpster size of 1-2 yards and an average charge per pickup of $117.84 based on the average monthly fees for a 1 and 2 yard dumpster picked up once per week. Average rent per month is $26.32. We assume that there is 1.4 pickups per week per dumpster account, which is the city-wide average.

The model projects revenues of about $15,000 per year to the City from the 18.5% surcharge during the interim ten-year period of Island County service in Scenario 1. This revenue increases to $100,000 per year when the City assumes service after ten-years. In scenario 2, the annual revenue starts at $8,000 and grows to $405,000 after 20 years.

Utility Taxes



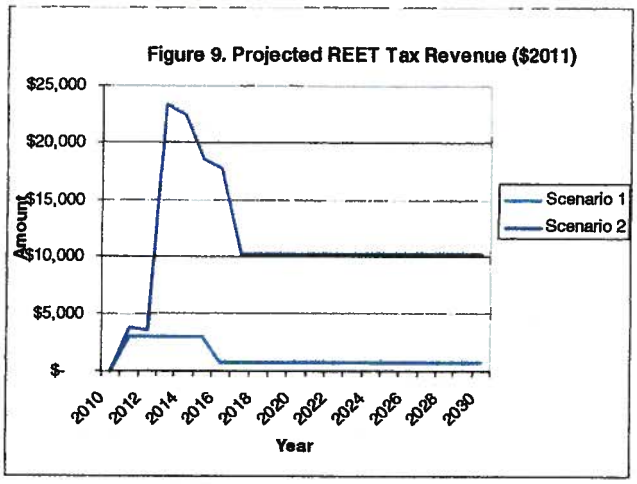
Utility taxes are levied by cities on the gross operating revenues of utilities within Oak Harbor's City boundaries.[3] Oak Harbor charges a rate of 6.25% which applies to the water, sewer, solid waste, electric, telephone and natural gas utilities. A rate of 6.0% applies to the storm drain utility. The water, sewer, solid waste and storm drain utilities are City-owned, and therefore, Oak Harbor taxes its own proceeds through an inter-fund transfer process.

This fiscal analysis projected the net revenues from the water, sewer, solid waste and storm drain utilities resulting from the Goldie Road Annexation. Staff did not project the revenues from electric, telephone, and natural gas utilities since these are privately-owned and new revenues to the City are assumed to be minimal. Not counting tax revenue from private utilities is a conservative assumption. Figure 3 shows the projected utility tax revenues to the City from the water, sewer, solid waste and storm drain utilities in each scenario. In both scenarios, the tax revenue increases in 2021 because the City takes over solid waste services at that time.

In Scenario 1, no new development happens after annexation. Utility tax revenues are relatively flat. In year 2021, revenues increase, when the City takes over solid waste service. In Scenario 2, revenues continue to grow as new development comes online. This scenario also experiences an increase in revenue in 2021 as does Scenario 1.

[3] "A Revenue Guide for Washington Cities and Towns." Municipal Research and Services Center, report No. 46 Revised, June 2009.

Real Estate Excise Taxes (REET)



The State of Washington authorizes local jurisdictions to impose a real estate excise tax on the amount of any liens, mortgages, and other debts given to secure the purchase of property. All cities in the state are authorized to levy a (1/4) percent tax. City's that plan under the GMA can levy an additional (1/4) percent for a total of 0.5%.[4] REET revenue can only be spent for capital projects. The seller in each property transaction is responsible for paying the tax. The City of Oak Harbor levies the full 0.5% tax.

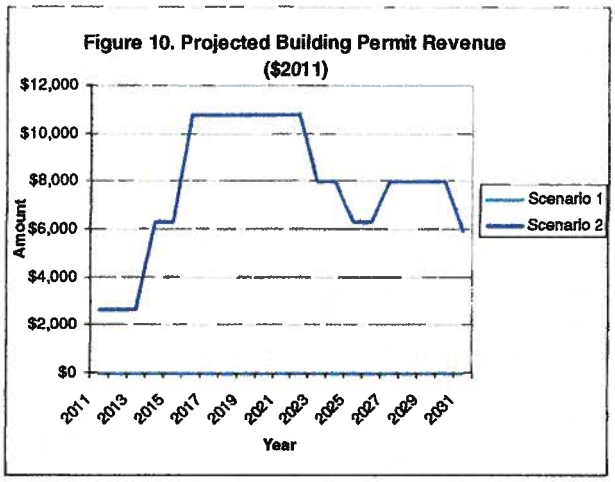
To project the amount of REET revenue the City would receive from annexation and/or development of the Goldie Annexation Area, the fiscal model first used the two scenarios (1 and 2) to estimate the amount of square feet of property that would be sold in each year. Vacant land was assumed to be valued at $0.95 per square foot and developed land at $6.94 per square foot based on Island County assessor's data.

The model then made assumptions about the amount of land that would sell each year, assuming that there would be three rounds of sales after annexation. In the first round of sales, all land within the annexation area would be sold to developers as an initial round of speculation occurs. In the second round, developers would construct buildings on the property and then sell these buildings to end-users. However, in the second round, only 50% of the land which was sold in the first round sells, because not all developers will choose to sell to an end user; some developers will hold on to the property and lease it. The third and final round of sales occurs ten years later after the building stock on the property has aged and owners are selling to new end-users. In Scenario 1 (no new development) property is always sold at its vacant value, since no development occurs. In Scenario 2 ("reasonable" development), the first round of sales are vacant land value, while the second and third rounds are at the developed value.

Figure 9 shows that there are initial speculation sales after annexation in each scenario, then a leveling-off in later years when there are consistent turn-over sales of developed property.

[4] "A Revenue Guide for Washington Cities and Towns." The Municipal Research and Services Center, Report No. 46 Revised, June 2009, page 26.

Building Permit Revenues



The City collects fees on the value of all structures which require a building permit within City limits. This fee is $5,608.75 for the first $1,000,000 of value plus $3.65 for each additional $1,000 or fraction thereof.[5]

The fiscal model calculated the revenue from building permit fees based on two variables: (1) the amount of new building square footage added each year and (2) the value of that building square footage. In Scenario 1, there is no new development, so no revenue is collected from building permit fees. In Scenario 2, building permit fees are collected as new buildings are developed each year, with a leveling off in later years.

[5] Oak Harbor Municipal Code Table 17-1 "Building Permit Fees."

Costs

Costs are divided into several categories, which are: (1) general fund costs (2) enterprise fund costs and (3) street fund costs, according to how the City's budget is organized. For each category, there are two types of costs discussed here: (1) capital costs and (2) operating and maintenance (O&M) costs.

General Fund

The City's general fund departments that would be affected by annexation include City Council, Mayor, Administrator, Finance, Legal, Development Services, Law Enforcement, and Fire Control. Each of these departments would require staff time and resources dedicated to annexing the property and/or servicing it post-annexation.

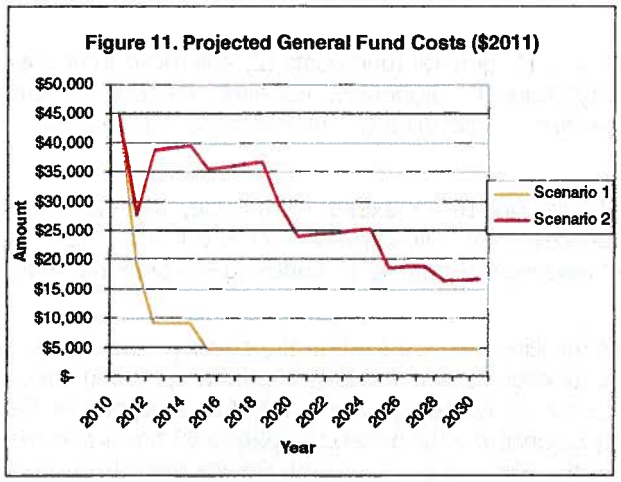
To project the cost for each of these departments resulting from annexation and development, the fiscal model first calculated the per hour operating cost for each department ta en from the operating budget in 2009. Each department was assumed to operate 40 hours per week, with the exception of City Council, Law Enforcement and Fire Control. City Council was assumed to ope ate 60 hours per year (three hours per meeting X 20 meetings per year). Fire Control and Law Enforcement were each assumed to operate 168 hours per week (24 hours a day, 7 days a week). Table 1 shows the operating costs per hour for each general fund department.

Table 1. Operating Costs and Hours by General Fund Department

Department	Hours / Year	O&M Cost Per Hour
City Council	60	$ 1,500
Mayor	2,080	$ 73
Administrator	2,080	$ 116
Finance	2,080	$ 377
Legal	2,080	$ 261
Development Services (Comp Planning)	2,080	$ 265
Development Services (Building)	2,080	$ 189
Law Enforcement	8,736	$ 213
Fire Control	8,736	$ 198

The reader should note that this analysis does not take into account department size (the number of people in each department). These are department-wide hours and costs. It costs much more to operate the Police Department than the Development Services Department on an annual basis, but not on an hourly basis. The Police Department (Law Enforcement) operates many more hours per year than does the Development Services Department. Finally, it is important to know that capital costs have already been included in the general fund analysis, because capital costs are budgeted for in each of these departments as part of the annual budgeting cycle.

After calculating the hourly operating cost for each department, the fiscal model projected the number of hours each department would spend as a result of the annexation and any subsequent development and then multiplied these hours by the hourly cost above to obtain the yearly cost for each department. In both Scenarios 1 and 2, initially the hours and costs are high due to the amount of staff time spent on annexation. There is an immediate downward trend after annexation is complete in 2011. In Scenario 1, costs level off. In Scenario 2, costs are choppy, gradually stepping down as the City processes fewer building permits and land use applications after annexation.



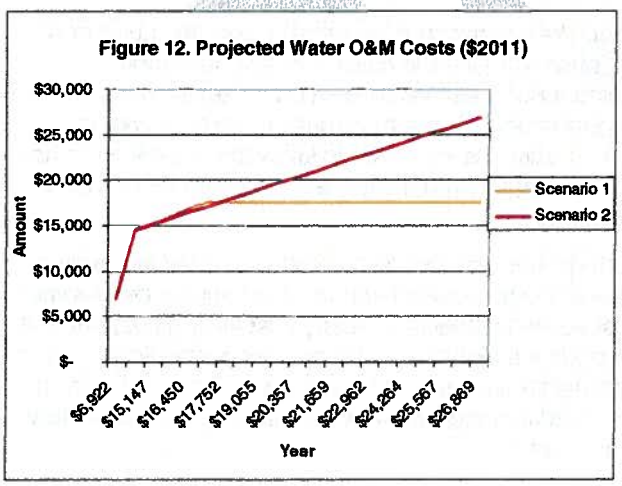
Enterprise Funds

Water

Capital Costs

Most (18 of 23) of the properties within the annexation already receive City water services; City infrastructure already exists in the area. The City Engineer reports that a main extension along Ault Field Road will be necessary to provide adequate fire flow to the area. The extension would be a 12-inch diameter main between Goldie Road and Colin Lane and eliminate the small diameter dead-end line in Colin Lane. Projected cost for this project is $200,000. We assume the city will incur this cost in 2012.[6]

O&M Costs



To estimate O&M costs for water, the fiscal model took the total annual operating costs for the City's water system ($4.5 million) and divided by the number of connections (5,900) to obtain a per connection annual cost of service of $766. The model then multiplied the per connection cost by the number of connections in the annexation area in both scenarios. There are 18 properties in the

[6] Capital costs are as reported by the City-engineering division.

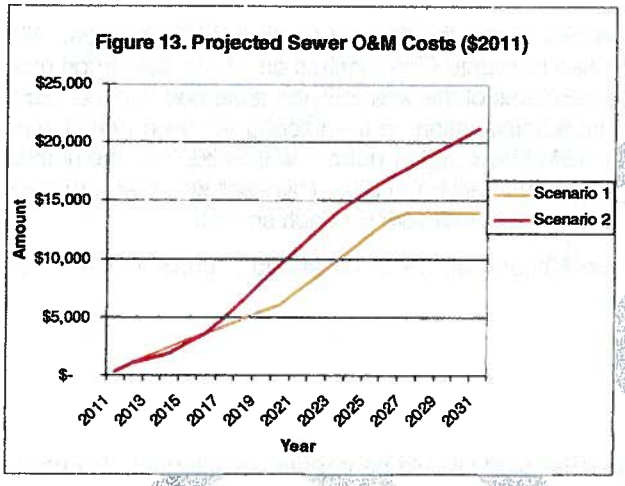
annexation area with existing water connections out of 23 properties total. Under scenario 1, the model assumes that every property will have a connection by 2016. Annual operating costs grow from $6,900 to $18,000 in this scenario. In scenario 2, the number of connections increases from 18 to 35 as new development comes online with corresponding costs growing from $6,900 to $27,000 annually.

Sewer

Capital Costs

The fiscal model does not assume that there will be any capital costs resulting from annexation from City sewer. The existing septic systems will gradually be taken off line and new connections made to the City's sewer system as these septic systems are decommissioned by the County. Any new sewer lines needed will be privately financed and put in place as new development occurs. Thus, there are no sewer capital costs to the City as a result of annexation.

O&M Costs



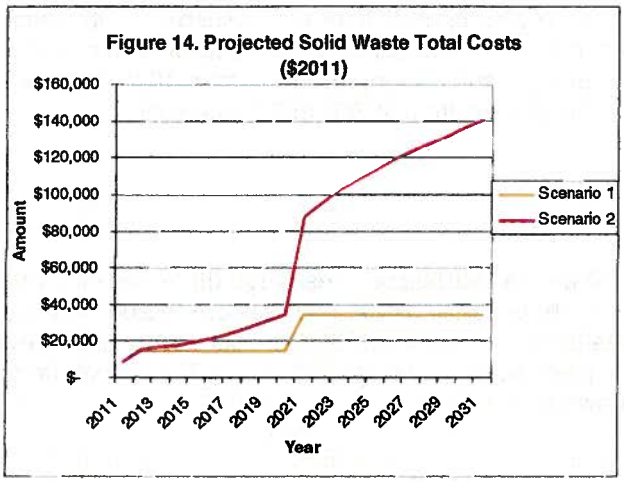
O&M Costs were obtained by dividing the annual operating cost of the City's sewer system ($3.5 million) by the number of sewer connections in the City (5,750). The resulting figure ($609) is an average annual operating cost per sewer connection and was then multiplied by the number of anticipated connections in the annexation area for each scenario. The fiscal model set out a schedule for connection whereby approximately 1 new connection is made to the City's sewer system each year. In scenario 2, the number of connections grows to 35 by 2031. Scenario 1 sewer costs grow to $14,000 per year in 2021, then level off. Scenario 2 costs grow from $300 in 2011 to $21,000 in 2031.

Solid Waste

Capital Costs

In the first ten years after annexation, the model assumes that there would be no capital costs to the City since Island Disposal would be providing solid waste services. In the second ten-year period, capital costs were estimated by dividing the City's solid waste capital budget for a single year ($6,300) by the number of dumpster pickups in that year (26,000) to obtain a per pickup average capital cost of $0.24. In both scenarios, capital costs are negligible (less than $500 per year) for the annexation area.

O&M Costs



Since Island Disposal will provide solid waste service during the first ten years after annexation, O&M costs to the City are limited to administration of these accounts. The City has an 18.5% surcharge on all Island Disposal accounts within the City. For the purposes of this analysis, we assumed that the 18.5% surcharge was equal to the City's cost of account administration. In the second ten year period when the City assumes service responsibility, the total O&M budget ($1.1 million) was divided by the number of annual pickups (26,000) to obtain an average cost per pickup of $42. This cost was then multiplied by the projected number of pickups in the annexation area each year for each scenario.

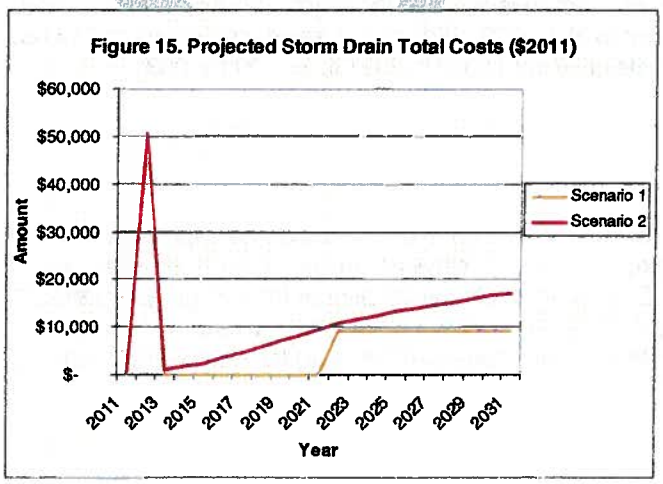
In Scenario 1, costs range from $9,000 in 2011 to $35,000 in 2031. In scenario 2, costs increase from $8,000 in the first year to $141,000 in the last year.

Stormwater

Capital Costs

The fiscal model assumes that a $50,000 stormwater study would be needed to determine the capital facility needs and that this study would be paid for by the City in 2012. Capital facilities themselves would be paid for by developers, as is the case with any new development in the City, as those properties develop.

O&M Costs



Stormwater lines on public property, such as street rights-of-way, would be maintained by the City after construction by developers. For this reason, the fiscal model estimates the amount of stormwater line in street rights-of-way within the annexation area. In Scenario 1, a stormwater line is installed in Goldie Road. The Engineering Department assumes this would occur in 2022. That line would be approximately 4,700 feet in length. The model estimated an average cost to maintain a stormwater line in the city per linear foot. To do this, the model divided the City's total stormater O&M budget ($1.1 million) by the total linear feet of stormwater lines (537,000 feet) in the City to obtain an average per linear foot O&M cost of $1.96. The model then applied this average cost to the projected amount of stormwater line within the annexation area. In scenario 1, O&M costs are $9,200 per year starting in 2022 when the Goldie Road line is built. No other lines are assumed to be built since no development occurs in this scenario. In scenario 2, O&M costs gradually ramp up to $17,000 per year in 2031 as new development occurs.

Street Fund

The street fund is reported separately in the City's budget and is not considered an enterprise fund, since there are no "use" fees for streets. Streets are primarily funded by a combination of general fund revenues, REET, impact fees, and federal and state grant monies.

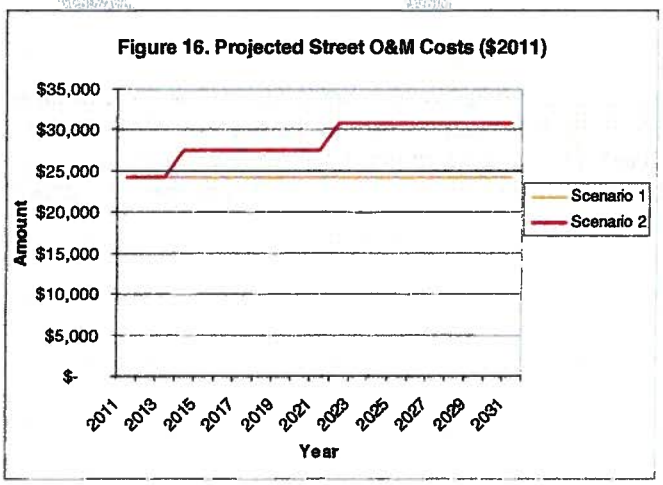
Streets

Capital Costs

The City's transportation plan calls for two east-west collector roadways (Industrial Avenue and Erin Park Road) to be extended into the annexation area. In addition, a north-south collector is also designated. Technical Drive would likely become a publicly improved industrial road. The need for these streets is driven largely by development of the surrounding area, thus consideration of City-funded improvements to these streets is not included in this analysis.[7]

Staff believes that the City should develop Goldie to an urban minor arterial standard in excess of what is required by the Enterprise Area standards. The minor arterial standards would require that Goldie Road have sidewalks, street lights, bicycle lanes, and aesthetic improvements. These improvements are needed not only to support development of the Goldie Area, but because Goldie Road is a major thoroughfare for traffic to the Navy base. The City will likely pursue outside funding for the Goldie Road project. Therefore, no capital costs for Goldie Road have been included in the fiscal study.

O&M Costs



[7] As reported by the City Engineering Division.

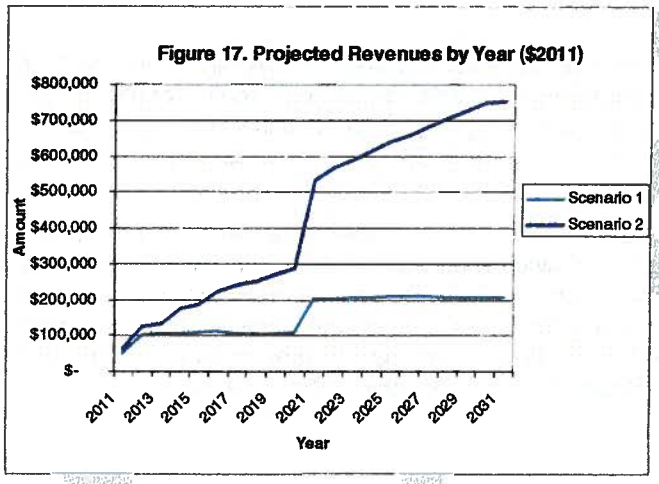
The City will assume maintenance responsibilities for Goldie Road immediately upon annexation. These maintenance costs are assumed to be approximately $24,000 annually. Technical Drive and Colin Lane would be improved to public roadway standards with two lanes and 60 feet of right-of-way. The fiscal model assumes Technical Drive would be improved in 2014 and would cost approximately $3,400 per year to maintain. Improvement costs for Technical Drive and Colin Lane would be covered privately for these streets. The maintenance of Goldie Road, Technical Drive and Colin Lane to an adequate level of service standard will cost approximately $31,000 per year beginning in 2022.[8]

RESULTS

This section of the analysis compares total costs and revenues for each scenario. We first discuss revenues, then costs, and finally compare the two in the "fiscal balance" section.

Revenues

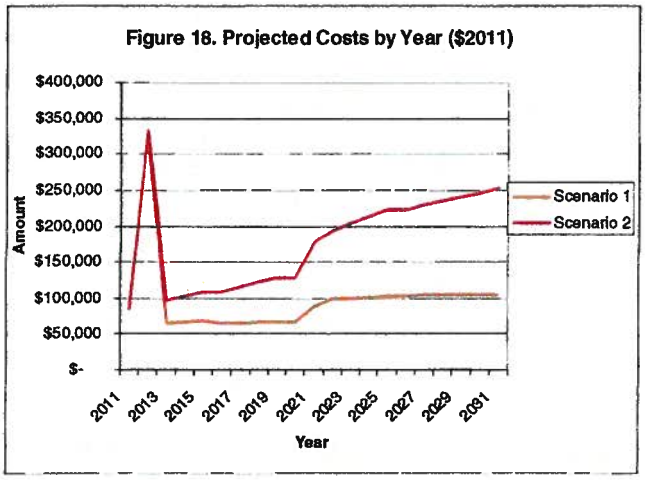
Revenues differ widely by scenario. Many of the City's revenue sources are driven by development. As could be expected, annexing vacant land with no subsequent development does not bring continued revenue growth. Figure 17 reflects this reality. In Scenario 1, revenues remain relatively flat, because no new development happens, no development fees are received, no new property taxes or sales taxes are received, etc. In Scenario 2, revenues trend upward with new development.



Costs

In Scenario 1, there is an early cost spike due to the installation of a water line in Ault Field Road in 2012 ($200,000). Costs level off after 2012 with a small increase in 2021 due to the assumption of solid waste services. In Scenario 2, there is also a cost spike in 2012 for the Ault Field Road water line. After 2014, costs increase again as development occurs. The costs increase in 2021, reflecting the added service provision for solid waste.

[8] According to the City Engineering Division, Goldie will require improvement to an urban minor arterial standard. Colin Road, Technical Drive and Goldie are estimated to cost $31,000 per year to maintain once improved.



Fiscal Balance

What happens when we compare revenues and costs? This section of the analysis answers that question.

Figure 19 compares costs and revenues for Scenario 1. In the early years after annexation, costs exceed revenues due to construction of the Ault Field Road water line. Revenues grow following annexation when the city begins receiving property taxes, sales taxes, etc., but level off quickly because there is no new development. There is a jump in revenue in 2021 when the City takes over solid waste services. Costs decrease quickly after 2014, when capital facilities have been installed. The space between the blue and orange line is the fiscal surplus/deficit.

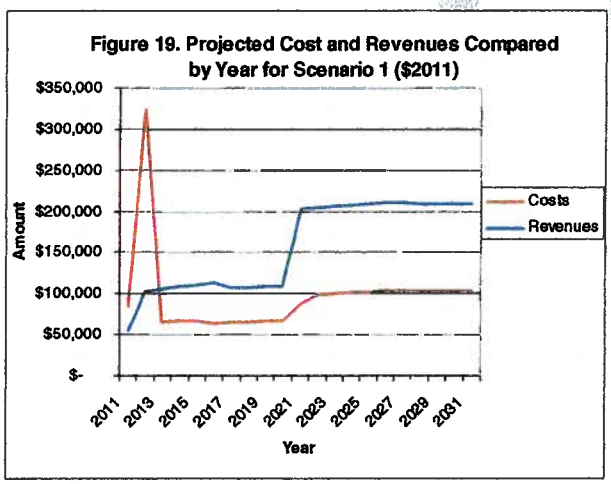


Figure 20 compares costs and revenues for Scenario 2. In this scenario, development drives revenues up over the study period, with a large increase in 2021 when the City takes responsibility for solid waste services. As with Scenario 1, costs exceed revenues in the early years due to the installation of the Ault Field Road water line and before property taxes, sales taxes, etc. are received from annexation. After the annexation, costs are level, then increase in 2021 due to the assumption of solid waste service responsibilities. The area between the red and blue lines is the fiscal surplus/deficit.

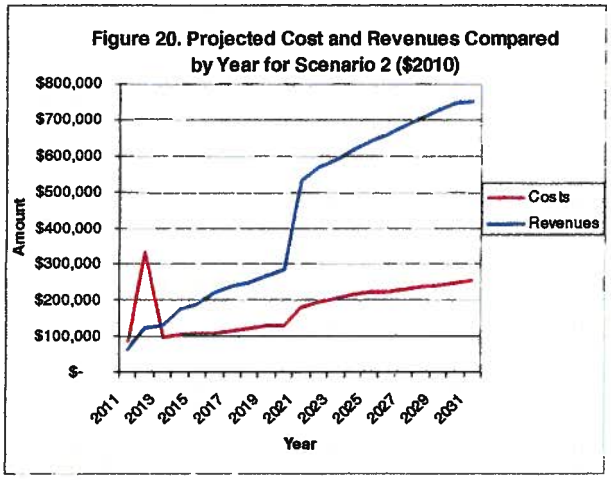


Figure 20. Projected Cost and Revenues Compared by Year for Scenario 2 ($2010)
$800,000
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$-
Amount
2011
2013
2015
2017
2019
2021
2023
2025
2027
2029
2031
Year
Costs
Revenues

Draft

CONCLUSIONS

What do the results of the fiscal analysis mean for the City? This section discusses some of the more noteworthy conclusions.

1. **Annexing the property results in a fiscal surplus for the City.** In either scenario, whether the City annexes the property with no subsequent development, or the City annexes with development to follow, the analysis projects that there will be a net gain in revenue to the City.
2. **In Scenario 1 (No New Development), the fiscal surplus is relatively small.** Although, there is still a surplus in Scenario 1 from annexation, the surplus is relatively small ($105,000 in 2031) compared to Scenario 2 ($501,000 in year 2031). This result is what we might expect. The City is not a "big winner" simply from annexing unless development follows thereafter. Nevertheless, we can say that even if no development occurs after annexation and some incentives are offered to property owners (reduced stormwater rates), the City is likely to realize a positive cash flow, under the stated assumptions.
3. **The City should be aware of the fiscal balance when crafting incentives.** One of the advantages of this type of analysis is it allows the City to see what the impact on the budget would be resulting from the decision to annex. The City can offer incentives to annex or develop, but needs to be aware how those incentives will affect surpluses/deficits.
4. **If assumptions are found not be valid in the future, the study results may change.** The study is based on reasonable assumptions at the time that it was completed. If assumptions change (tax rates, fee levels, amount of infrastructure needed to serve the area), then the results may also change. This assumption is especially true of any capital projects that the City may undertake at its expense within the annexation area.
5. **This is only a fiscal study.** This study looks at the costs and revenues to the City from annexation and/or development of the Goldie Area. It does not consider economic, environmental, social or political impacts of annexation. The study should be used to help the City in its decision, but not be the only information upon which the City relies.

DRAFT

ORDINANCE NO._____

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY AND COUNTY RIGHT-OF-WAY TO THE CITY OF OAK HARBOR, ASSESSING ALL PROPERTY WITHIN THE ANNEXATION AREA AT THE SAME RATE AND BASIS AS OTHER PROPERTY WITHIN THE CITY, REQUIRING THE SUBJECT PROPERTIES TO ASSUME THEIR SHARE OF CITY INDEBTEDNESS AND ASSIGNING ZONING FOR THE ANNEXED PROPERTY CONSISTENT WITH THE OAK HARBOR COMPREHENSIVE PLAN

WHEREAS, a property owner filed a petition on April 6, 2011 with the City of Oak Harbor requesting the annexation of a parcels of real property within the Oak Harbor Urban Growth Area and contiguous to the municipal boundary of the City of Oak Harbor, Island County, Washington, pursuant to RCW 35A.14.120 now in effect; and

WHEREAS, a public hearing was held before the City Council of Oak Harbor on April 19, 2011, notice of said hearing having been published as required by law; and

WHEREAS, the City Council of the City of Oak Harbor, following due deliberation and careful consideration of the issues germane to the annexation petition, finds that the proposal is consistent with state and local laws pertaining to the annexation of property to the City of Oak Harbor and with the Urban Growth Area goals and policies in the Oak Harbor Comprehensive Plan;

NOW, THEREFORE

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

Section One. That the following described property, situated in the County of Island, State of Washington and contiguous to the City of Oak Harbor, is hereby annexed to and incorporated into the City of Oak Harbor, Washington:

See Exhibit A, attached

Situated in Island County,.Washington

Section Two. All said real property in the annexed area described in Section 1 shall be assessed and taxed at the same rate and on the same basis as other property in the City of Oak Harbor is assessed and taxed, assume existing City indebtedness and be subject to the comprehensive plan as presently adopted or as hereafter amended.

Section Three. The annexed area described in Section 1 is hereby assigned zoning of PIP, Planned Industrial Park, in accordance with the Oak Harbor Comprehensive Plan Future Land Use Map. The zoning provisions of the Oak Harbor Municipal Code shall be in full force and effect in the annexed area in accordance with this assignment.

ATTACHMENT 7

Section Four. 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 Five. 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:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Published:_____

ATTACHMENT 7

GOLDIE ROAD ANNEXATION
LEGAL DESCRIPTION

Being a portion of Section 26, Township 33 North, Range 1 East, Willamette Meridian, Island County, Washington, described as follows:

BEGINNING at the intersection of the easterly right of way of Goldie Road and the centerline of Gun Club Road, extended easterly, also being an angle point on the existing City of Oak Harbor city limits.

Thence northerly along said easterly right of way of Goldie Road, also being the existing city limits, to an angle point in said city limits;

Thence westerly along said existing city limits, to the westerly right of way of Goldie Road;

Thence northerly along said westerly right of way of Goldie Road, to the centerline of Industrial Avenue;

Thence Northeasterly crossing Goldie Road to the intersection of the easterly right of way of Goldie Road and the westerly right of way of Colin Lane;

Thence northerly along said westerly right of way of Colin Lane, to the southerly right of way of Ault Field Road;

Thence easterly along said southerly right of way of Ault Field Road, to the boundary of the Whidbey Island Naval Air Station;

Thence southerly along said boundary of the Whidbey Island Naval Air Station, to an angle point in said boundary of the Whidbey Island Naval Air Station, also being an angle point in said City of Oak Harbor city limits;

Thence continuing southerly along said existing City of Oak Harbor city limits, to an angle point in said city limits;

Thence westerly along said existing city limits, to the **TRUE POINT OF BEGINNING**

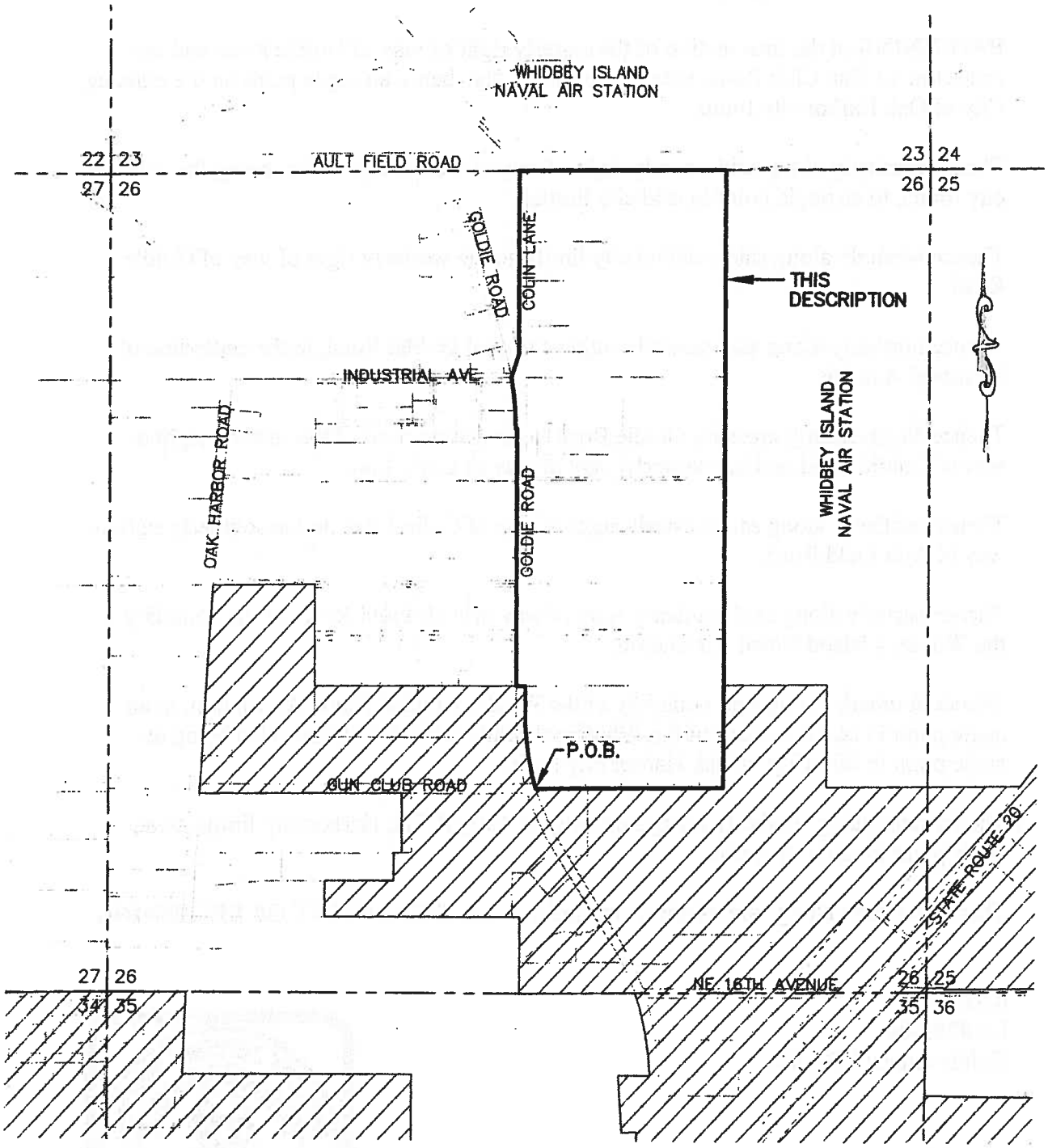
07/13/10
LE #789-04
Goldie Annex LGL.doc

ROBERT JEREMY WINTER
STATE OF WASHINGTON
46903
REGISTERED
PROFESSIONAL LAND SURVEYOR

07/13/10

ATTACHMENT 7

MAP TO ACCOMPANY LEGAL DESCRIPTION



EXISTING OAK HARBOR CITY LIMITS

LYON ENGINEERING
Civil Engineers • Land Surveyors

GOLDIE ANNEXATION LEGAL EXHIBIT	
DATE: 07-13-10	SCALE: 1"=1000'

ATTACHMENT 7