City of Oak Harbor

City Council Meeting Agenda

for

January 17, 2012
6:00 p.m.

Oak Harbor City Council
REGULAR MEETING
Tuesday, January 17, 2012, 6:00 p.m.

Welcome to the Oak Harbor City Council Meeting

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

CALL TO ORDER

INVOCATION

ROLL CALL

MINUTES 1/3/2012 Regular Meeting

NON-ACTION COUNCIL ITEMS:

1. Employee Recognition – Chief of Police Rick Wallace, 35 Years.
2. Proclamation – Modern Day Slavery and Human Trafficking Prevention Month.
3. Proclamation - Big Brothers Big Sisters of Island County Mentor Appreciation Month.
4. Public Comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

5. Consent Agenda:

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   a. Island Transit Board Appointment – Jim Campbell.
   b. Approval of Accounts Payable Vouchers (Pay Bills).

~~Public Hearing – Zoning Agreement Amendment – Oak Tree Village.~~ This agenda item has been removed.

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6. Adopt A Street Program.

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7. Resolution – Waste Water Treatment Facility.

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8. Island County Joint Tourism Contribution.

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9. Contract Amendment – SWCA Environmental Consultants.

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10. Contract Revision – Strider Construction.

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11. Future City Council Pending Items.
12. City Administrator's Comments.
13. Council Members' Comments.
    - Standing Committee Reports
14. 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.

Do what you can, with what you have, where you are.
~Theodore Roosevelt

City Council Regular Meeting
Tuesday, January 3, 2012, 6:00 p.m.
City Hall – Council Chambers

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

OATH OF OFFICE Mayor Scott Dudley, Councilmember Tara Hizon, and Councilmember Beth Munns.

Mayor Dudley and Councilmembers Hizon and Munns had also taken the Oath of Office(s) on December 28, 2011 along with Councilmember Rick Almberg who was absent this evening.

INVOCATION Pastor Russ Schlecht, Living Word Fellowship

ROLL CALL

Mayor Scott Dudley
Five Members of the Council,
- Jim Campbell
- Tara Hizon
- Beth Munns
- Danny Paggao
- Beth Severns

Paul Schmidt, City Administrator
Margery Hite, City Attorney
Bill Hawkins, Assistant City Attorney
Doug Merriman, Finance Director
Steve Powers, Development Services Director
Cathy Rosen, Public Works Director
Eric Johnston, City Engineer
Rick Wallace, Chief of Police
Mark Soptich, Fire Chief
Karen Crouch, Executive Assistant to the City Administrator

Councilmember Rick Almberg was was absent and formally excused from this meeting.

MINUTES

MOTION: **Councilmember Paggao moved to approve the minutes of the 12/20/11 regular meeting. The motion was seconded by Councilmember Campbell.**

VOTE ON THE MOTION: **Councilmembers Campbell, Munns, Paggao, and Severns voted in favor of the motion. Councilmember Hizon abstained. The motion carried.**

NON-ACTION COUNCIL ITEMS

Employee Recognition – Eric Johnston, City Engineer, Ten Years of Service

Public Works Director Cathy Rosen introduced Mr. Johnston who began his employment with the City of Oak Harbor on January 8, 2002 as a Civil Engineer. He was promoted to City Engineer in September 2006. Originally from Lacey, Eric graduated from Washington State University with a Bachelor of Science Degree in Civil Engineering in 1999. "Go Cougs!" He is a registered professional engineer in the State of Washington, an associate member of the American Society of Civil Engineers, and a member of the American Public Works Association. Mr. Johnston's responsibilities include leadership and management of the Engineering Division and planning, organizing and directing the day-to-day activities of the division. He oversees major utility studies; serves as the responsible engineer for the design, preparation of plans and specifications and construction of capital improvement projects; supervises site development plan reviews and construction inspections; ensures compliance with City codes, ordinances, and engineering practices and standards; administers consultant contracts; coordinates policy issues through the Public Works Director and supervises seven assigned personnel. Eric, his wife Linda and four children have lived in Oak Harbor since 2002. He is very involved with his church activities as well as his childrens' youth soccer and Little League baseball teams. An Eagle Scout, Eric continues to be involved with the Boy Scout and Cub Scout programs. He is an avid outdoorsman and enjoys rock climbing, cycling, backpacking and triathlons. Mr. Johnston introduced his wife Linda and children Jared, Alex, Tyler, and Elizabeth and thanked Mayor Dudley and Council for this recognition; specifically saying it was a privilege to be Mayor Dudley's first agenda bill presentation. Mr. Johnston also talked about his first days with the City and seeing a woman in a wheelchair who used the street rather than a sidewalk. One of his first projects was a sidewalk project which helped improve this much-needed accessibility. Mr. Johnston is a valuable asset to the City of Oak Harbor.

Break

Mayor Dudley called for a break at 6:15 p.m. and the meeting reconvened at 6:25 p.m.

Public Comments

Shane Hoffmire, Oak Harbor. This is a bright day for Oak Harbor. The citizens of Oak Harbor have made a difference. This room is beaming with hope and so is the entire City – campaign promises, open government, fiscal responsibility, a willingness to hear what citizens have to say – they all fill us with great hope. Please don't let us down. Good luck and congratulations to all. Succeed in bringing change and fulfilling promises.

Gerry Oliver, 740 SE Pioneer Way, Oak Harbor. I am concerned about the intersection of Pioneer Way and Dock Street – the four-way stop. Cars continually run the stop sign. Could you add blinking lights or some other way to draw drivers' attention to the stop signs.

Paul Brewer, 225 NE Ernst, Oak Harbor. Congratulations to Mayor Dudley, Councilmember Hizon and Councilmember Munns. I am proud of everyone and what they have done: Mayor Dudley's fantastic campaign, Councilmember Hizon's youthful outlook (and expertise), and congratulations again to Councilmember Munns on her re-election. I agree with Mr. Hoffmire about accountability

Mel Vance, P.O. Box 2882, Oak Harbor. Mr. Vance expressed his sympathy to Chief Wallace and the law enforcement community over the loss of National Park Ranger Margaret Anderson who was killed at Mt. Rainier National Park. I appreciate what law enforcement does every day and my thoughts are with you. Also, to Mayor Dudley and Councilmember Hizon, welcome to the "hot seat;" it is good to have you aboard and I look forward to your tenure in office. Mr. Vance also asked about providing addresses during public comments and, if it is not required, could this be dropped for future meetings.

Cathy Harbour, 651 SE Bayshore, Oak Harbor. Congratulations to all and thank you for serving our City. Please don't put the waste water treatment facility in Windjammer Park. Even though it could be a state-of-the-art plant, I don't want the park's wide open space taken away. Bayshore Drive will eventually be connected, the east side over to Whidbey Island Bank, and would take more property away from the park. Please take this into consideration.

Mayor Dudley talked about the waste water treatment facility agenda bill that will come forward for Council's January 17th meeting along with future workshops regarding the facility plan.

Richard Everett, Bayshore Drive, Oak Harbor. Congratulations to the Council Members and Mayor Dudley. I am pleased that Mr. Dudley has been elected to this important position and I would like to volunteer my time in any way possible. I would like to bring information forward on the dark skies movement and ways to protect evening skies in our communities from light pollution. (Clerk's note: see www.darksky.org for more information on night sky conservation). The City's projects could impact this; it would be nice to see the Milky Way again.

Kelly Beedle, Oak Harbor Tavern, Pioneer Way, Oak Harbor. Thank you for my street and sidewalks.

With no other comments coming forth, Mayor Dudley closed the public comments section of the meeting.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS

Consent Agenda

A. Youth Services Advisory Board City Council Appointment – Tara Hizon
B. Approval of Accounts Payable Vouchers

MOTION: **Councilmember Campbell moved to approve Consent Agenda Items A and B with Item B paying Accounts Payable check numbers 148473 – 148474 in the amount of $5,678.60 (Check number 148475 was a test check with no amount), Accounts Payable check numbers 148476 – 148607 in the amount of $174,891.55, Payroll check numbers 95222 – 95250 in the amount of $610,100.26, and Payroll check numbers 95251 – 95273 in the amount of $84,650.65. The motion was seconded by Councilmember Severns and carried unanimously.**

Selection of Mayor Pro Tempore
City Administrator Paul Schmidt presented this agenda bill. Traditionally, the City Council has selected a Mayor Pro Tempore at the first meeting of even numbered years. The City Council, at their discretion, may postpone the selection of a Mayor Pro Tempore until such time of the Mayor's absence. Selection this evening will require a majority vote of the Council.

Mayor Dudley called for public comments.

Mel Vance, P.O. Box 2882, Oak Harbor. Danny Paggao has done an excellent job as Mayor Pro Tempore for a number of years and he should continue in this capacity.

There were no other public comments.

MOTION: **Councilmember Munns moved to nominate Councilmember Danny Paggao as Mayor Pro Tempore for the term of 2012 and 2013. The motion was seconded by Councilmember Campbell and carried unanimously.**

Councilmember Paggao thanked the Council for their vote of confidence. Mayor Dudley noted that Mr. Paggao is extremely active in the Fil-Am Association of Oak Harbor and is an elected official of Washington State's Commission on Asian Pacific American Affairs (CAPAA). Councilmember Paggao took his first oath of office in 1994 and has been the Mayor Pro Tempore since 2002.

Council Attendance – National League of Cities Conference in March
Finance Director Doug Merriman presented this agenda bill asking Council to select the 2012 National League of Cities Congressional City Conference attendees. The 2012 Conference schedule is:

- March 10-11 – Pre-Conference Activities, including Leadership Training Institute Seminars
- March 12-13 – Main Conference Events
- March 14 – Capitol Hill Visits

Mayor Dudley called for public comments.

Larry Eaton, 429 SW Dyer Street, Oak Harbor. I have attended in the past and my recommendation is to allow our newly-elected Council Member, Tara Hizon, to attend so she can benefit from this national organization.

There were no other public comments.

Council Discussion
Discussion followed about the $7,000 out-of-state travel line item (this amount is for the whole Council, not an individual amount), how much the $7,000 could actually cover, and that registration costs are charged to a different line item than travel costs. Mr. Merriman also noted that air fares have dropped which could also offer a travel savings. Discussion continued regarding the number of attendees – three Council Members and Mayor Dudley, the opportunity to have Councilmember Munns also attend, either for the full conference or for those days visiting the Pentagon with Ms. Munns' connections at the Pentagon on behalf of NASWI. Councilmember Munns noted that she also serves on a Federal legislative committee on behalf of the Association of Washington Cities (AWC) and that there may be an opportunity for her travel to be paid by AWC. Mr. Merriman added that it might be possible to shift some in-state travel funds to help keep Council's travel expenses within budget.

MOTION: **Councilmember Munns moved to approve NLC Congressional City Conference attendance for Councilmember Severns, Councilmember Campbell, and Councilmember Hizon. The motion was seconded by Councilmember Hizon and carried unanimously.**

Resolution – Standing Committee Assignments
City Administrator Paul Schmidt presented this agenda bill requesting adoption of Resolution 12-01 to establish standing committee membership from January 2012 through December 2013. As noted by Mr. Schmidt, Mayor Dudley also talked about the revision to committee meeting times, dates, and video-taping of standing committee meetings following establishment of standing committee assignments.

Mayor Dudley called for public comments.

Paul Brewer, 225 NE Ernst, Oak Harbor. Take a look at having them (the standing committee meetings) here at City Hall then the meetings can be recorded for more transparent government. Set a time when the public can attend; most citizens cannot make the (existing) meeting times. Thanks for this consideration.
Mel Vance, P.O. Box 2882, Oak Harbor. I agree with comments about changing the meetings' times for more public attendance. I have heard Council Members ask for more public participation. Make these meetings more conducive for the public to be here and stream them online.

Cecil Pierce, 871 NW Hazlo Place, Oak Harbor. Moving the meetings' times would be great. You will not be able to get everyone to show up but streaming the meetings through the City's website would make for a better-informed public.

There were no other public comments.

Mayor Dudley queried the Council about adjusting locations and times. City Attorney Hite also noted that a change to locations and times would require an ordinance since this is part of the City's code (ordinance introduction and final consideration) with direction from the City Council on how Council would like to proceed. Mayor Dudley asked Council to consider the presented resolution at this point.

Council Discussion

Discussion followed regarding Council Member assignments to standing committees: Councilmember Severns would like to join the Public Works Standing Committee and remove his membership from the Public Safety Standing Committee

MOTION ONE:

Councilmember Campbell moved to amend the resolution (Exhibit A to the resolution) to show Councilmember Severns as a member of the Public Works Standing Committee and remove Mr. Severns from the Public Safety Standing Committee. The motion was seconded by Councilmember Munns and carried unanimously.

MOTION TWO:

Councilmember Hizon moved to have Councilmember Munns chair the Public Safety Standing Committee. The motion was seconded by Councilmember Campbell and carried unanimously.

MOTION THREE:

Councilmember Munns moved to have the Councilmember-to-be-named position added to the Public Safety Standing Committee. The motion was seconded by Councilmember Severns and carried unanimously.

MOTION FOUR:

Councilmember Campbell moved to take the Councilmember-to-be-named position off of the Public Works Standing Committee. The motion was seconded by Councilmember Munns and carried unanimously.

MOTION FIVE:

Councilmember Munns moved to adopt Resolution 12-01 with Exhibit A's amendments. The motion was seconded by Councilmember Campbell and carried unanimously.

This is the membership now shown in Exhibit A:

Public Works

Chair: Danny Paggao
Members: Rick Almberg
Bob Severns

Governmental Services

Chair: Jim Campbell
Members: Tara Hizon
Councilmember to be named

Finance

Chair: Rick Almberg
Members: Beth Munns
Bob Severns

Public Safety

Chair: Beth Munns
Members: Tara Hizon
Councilmember to be named

Council Discussion Continued

Discussion followed regarding times and locations of standing committee meetings, that times and locations were originally established by each individual committee, that past Councils had a regularly-scheduled special meeting (this was set by ordinance and has since been rescinded) that could again accommodate standing committee discussions. Discussion continued about the length of time needed for standing committee discussions, how to consolidate four meetings into one if that is Council's choice, staff and Council time needed if four individual standing committees move to evening times, and the use of streaming video. Discussion continued about the existing locations which allow staff to remain in their respective departments for standing committee meetings and attend these work sessions before the business day begins, taping of existing meetings, and the need to keep these meetings publicly-accessible.

Mayor Dudley asked when an ordinance could come before Council and City Attorney Hite noted the requirement for an introductory reading and second meeting for final consideration which will be dependent on what Council wants. Discussion continued about video equipment in Council Chambers along with mobile taping equipment (also available), costs, video streaming, and how it would be hosted. Mr. Schmidt noted that the original intent of these standing committees was to provide face time between staff and City Council so Council could be more prepared. This was a better fit than use of ad hoc committees or infrequent workshops. Other cities use standing committees,

agenda-setting workshops, or additional evening meetings (for Oak Harbor, combining two standing committees for each remaining Tuesday evening); there are a number of ways to approach the use of committees.

City Attorney Hite asked which options should be drafted, and these three alternatives were given:

1. Dissolution of standing committees and creation of a workshop
2. Consolidation of four standing committees into two committees
3. Keep the four standing committees but reschedule them

Council talked about the March target date, the need to have Councilmember Almberg back and involved with this discussion, and discussion with staff since Council and staff are a team. Council would like to talk with staff (within the currently-scheduled standing committees) and have feedback soon in order to then move forward to the full Council.

MOTION: **Councilmember Campbell moved to have staff return in the first week of February with the three options discussed this evening so each City Council group on the standing committees can receive staff input. The motion was seconded by Councilmember Paggao and carried unanimously.**

Mayor Dudley noted that he feels the standing committees are a good thing, the two hours scheduled for each committee are well-used and he does not want to see them abandoned, and the standing committee meetings should be brought into Council Chambers.

Process for Council Vacancy

City Administrator Paul Schmidt presented the agenda bill and information regarding this City Council vacancy. Mr. Schmidt noted the RCW language: RCW 42.12.070 states in part: "where one position is vacant, the remaining members of the governing body shall appoint a qualified person to fill the vacant position." It also states "if a governing body fails to appoint a qualified person to fill a vacancy within 90 days....the county legislative authority .....shall appoint a qualified person to fill the vacancy." Mayor Dudley also recommended a special meeting on 1/23/12 to stay within the 90-day timeline. A City Council vacancy application was attached to the agenda bill which could be utilized for advertising the vacancy. An advertisement will include the minimum qualifications that should be followed in accordance to RCW 35A.12.030 which require a one year proof of residency and that a candidate must be a registered voter in Island County, City of Oak Harbor. The City Council may also require additional qualifications. The application asks for a letter of interest, résumé, and basic information such as background and any issues of interest. Assuming there might be numerous applicants, City Council is advised to shortlist the candidates to three or four applicants for interview purposes. All interviews and selection of the appointed City Council vacancy shall be in an open public meeting. However, RCW 42.30.110 (1)(h) provides that a City Council or Committee thereof may go into executive session to evaluate qualifications of

candidates for the City Council vacancy, but can make no decisions except in an open public meeting. To undertake a selection process to fill the vacant City Council position, the City Council may do so as the full City Council or appoint a City Council committee to review and recommend a shortlist of qualified candidates. In 2008, the City Council authorized the Mayor to appoint a committee of City Council members and Mayor Slowik selected the Governmental Services Standing Committee to bring a recommendation of qualified candidates for full City Council consideration. The full City Council can then conduct interviews and make the selection of a successful City Council candidate in an open public meeting.

Mayor Dudley called for public comments.

Shane Hoffmire, Oak Harbor. The appointee should be an independent free thinker, should not kowtow, and use a fair and civil process. There is hope and not a division in our community.

There were no other public comments.

Council Discussion

Discussion followed about the options for a recommended action, the public process, an appropriate shortlist number, and concern with the suggested timeline not allowing enough time for this selection process. Council also suggested meeting on 1/23/12 or the morning of 1/24/12 to strategize this process and change the shortlist due date to 2/1/12 instead of 1/27/12, reaffirmation that interviews cannot be conducted in executive session and must remain in open session, and if the committee can allow citizens to ask questions (need to remain uniform for all candidates). With concern about use of a standing committee and minimal public attendance at standing committees (if a standing committee is used for applicant review), Council discussed use of the full Council for all parts of this process.

MOTION: **Councilmember Munns moved that the City Council directly review all City Council vacancy applications in accordance to the proposed schedule, with a schedule amendment that February 1, 2012 be used as the due date for a short list, and select no more than four qualified candidates for full City Council consideration on February 7, 2012, and selection of the most qualified City Council vacancy candidate on February 21, 2012. The motion was seconded by Councilmember Severns.**

Mayor Dudley asked if, during a special meeting on 1/23/12 and/or 1/30/12, the Council can ask questions of the applicants (yes, as long as this is done in an open meeting).

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

Executive Session

Assistant City Attorney Bill Hawkins talked about open public meetings and executive sessions for these two purposes:

1. RCW 42.30.110(1)(i)):
   The city council will hold an executive session to discuss pending litigation with legal counsel representing the city because public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the city.
2. RCW 42.30.110(1) (b):
   To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

And finally Mr. Hawkins talked about:

RCW 42.30.110(2):
Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.

Mayor Dudley convened the Executive Session at 8:00 p.m. with the Executive Session to conclude at 8:30 p.m. At 8:30 p.m., City Administrator Schmidt announced that the Executive Session would continue until 8:50 p.m. Mayor Dudley reconvened the meeting at 8:50 p.m.

MOTION: **Councilmember Munns moved to authorize the Mayor to appeal the decision of the Western Washington Growth Management Hearing Board. The motion was seconded by Councilmember Hizon and carried unanimously.**

City Administrator's Comments

Mr. Schmidt talked about a new all-day Council Retreat date for March 3, 2012, beginning at 8:30 a.m., Skagit Valley College, Room 306.

Council Members' Comments
Councilmember Paggao talked about the 1/5/12 Public Works Standing Committee that only he is able to attend, and City Attorney Hite clarified what would be needed if other Council Members wish to attend in lieu of absent committee members (notify the Clerk and then post a special meeting notice).

Mayor's Comments
Mayor Dudley talked about the art work on display which was done by Anita Johnston. Mr. Dudley also thanked Council for his first meeting, is looking forward to Councilmember Hizon's membership on the Youth Services Advisory Committee, and talked about adding pending Council items to the next meeting's agenda.

ADJOURN
With no other business coming before the Council, Mayor Dudley adjourned the meeting at 9:00 p.m.

_____
Connie T. Wheeler
City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. 1
Date: January 17, 2012
Subject: Employee Recognition – Chief Rick Wallace

FROM: **Scott Dudley**
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, or more, of service.

AUTHORITY

It is the practice of the City to recognize dedicated employees who have completed 10 years, and then every five years thereafter, of service.

FISCAL IMPACT DESCRIPTION

Funds Required: $0.00
Appropriation Source: n/a

SUMMARY STATEMENT

The Mayor and City Council will recognize Oak Harbor Chief of Police Rick Wallace for 35 years of service with the City

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Congratulate Chief Wallace for his 35 years of service.

ATTACHMENTS

None.

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR

PROCLAMATION IN RECOGNITION OF

MODERN DAY SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH

JANUARY 2012

WHEREAS, Human trafficking is a world-wide phenomenon that refers to inducing a person to perform labor or a commercial sex act through force, fraud or coercion, with annual global profits estimated by the International Labor Organization at $44.3 billion; and,

WHEREAS, the U.S. Government estimates that between 14,500 to 17,500 victims are trafficked into the United States annually and that there are currently 200,000 people in this country who have been trafficked, with a large proportion of the victims being women and children; and,

WHEREAS, Washington State possesses many of the underlying conditions to support human trafficking as we have an international border and seaports, a market for the industry and the I-5 corridor is often used as a conduit to move men, women and children; and,

WHEREAS, President Barrack Obama proclaimed January 2012 as National Slavery and Human Trafficking Prevention Month and the United Nations designated January 11th as Stop Human Trafficking Day; and,

WHEREAS, we applaud Soroptimist International of Oak Harbor in their efforts to build public awareness and educate the community about this modern day slavery issue.

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby recognize **January 2012** as **Modern Day Slavery and Human Trafficking Prevention Month.**

Signed this 17th day of January, 2012

Scott Dudley, Mayor

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR

PROCLAMATION IN RECOGNITION OF

BIG BROTHERS BIG SISTERS OF ISLAND COUNTY MENTOR APPRECIATION MONTH
JANUARY 2012

WHEREAS, During National Mentor Appreciation Month, we recognize the individuals who dedicate themselves to making a difference in the lives of young Oak Harbor residents; and,

WHEREAS, we underscore our commitment to supporting these dedicated community members; and,

WHEREAS, every day, these volunteers from many different backgrounds work to inspire our next generation by sharing their time and experiences with students in our Oak Harbor schools and the community; and,

WHEREAS, mentors help instill important values that encourage our youth to set high goals and achieve their dreams; and,

WHEREAS, mentors demonstrate that the strength of our community lies in the hearts and souls of our residents and that a positive influence in someone's life helps them secure a more hopeful future.

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **January 2012** as **Big Brothers Big Sisters of Island County Mentor Appreciation Month** and call upon the people of Oak Harbor to recognize the importance of mentoring and to look for opportunities to serve as mentors in their communities.

Signed this 17th day of January, 2012

Scott Dudley, Mayor

City of Oak Harbor
City Council Agenda Bill

Bill No. 4

Date: JANUARY 17, 2012

Subject: **PUBLIC COMMENTS**

FROM: **Scott Dudley, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, 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. CJA 5A
Date: January 17, 2012
Subject: Island Transit Board City Appointment

FROM: **Scott Dudley, Mayor** SSD

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 for the Council to select a member of the City Council to the Island County Public Transportation Benefit Area Corporation (aka Island Transit) Board of Directors.

AUTHORITY

According to Article II, The Governing Body – Board Composition, Section 2.1 of the Island County Public Transportation Benefit Area Corporation Bylaws:
The governing body of the Corporation shall consist of a Board of five (5) members, all of who shall be elected officials selected by and serving at the pleasure of the governing bodies of the component cities within the area and the County Commissioner in the area. The membership of the Board shall be determined on the following basis:

a. Two (2) members who are elected officials of the governing body of the County.
b. The cities of Oak Harbor, Coupeville and Langley shall each have one (1) member on the Board.

FISCAL IMPACT DESCRIPTION

None

SUMMARY STATEMENT

Mayor Dudley recommends that Councilmember Jim Campbell be appointed as the City of Oak Harbor's member on the Board.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Approve the recommendation to appoint Councilmember Jim Campbell to the Island Transit Board of Directors for a term of one year beginning January 1, 2012 and terminating December 31, 2012.

ATTACHMENTS

None.

City of Oak Harbor
City Council Agenda Bill

Bill No. 6
Date: January 17, 2012
Subject: Adopt-A-Street Program

FROM: **Cathy Rosen**
Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:
Scott Dudley, Mayor
Paul Schmidt, City Administrator
Doug Merriman, Finance Director
Margery Hite, City Attorney, as to form

PURPOSE

The proposed Adopt-A-Street Program will help beautify the community and reduce pollution along City streets and waterways, as well as minimize the human health risk associated with litter. It will involve Oak Harbor citizens in maintaining a clean community that can foster a sense of ownership and pride.

AUTHORITY

An Adopt-A-Street Program will reinforce the City of Oak Harbor Municipal Codes by "reducing potential health risks associated with litter" (Chapter 15.16.010), "mitigate or prevent adverse environmental impacts" (RCW 43.21C.010 and 43.21C.020) and reduce pollution, as cited in the Oak Harbor Municipal Storm Water Code (Chapter 12.50) and the Federal Clean Water Act (33 USC 1251 et seq.).

FISCAL IMPACT DESCRIPTION

Funds Required: $50 per sign (approximately)

Appropriation Source: Solid Waste Utility Rates

SUMMARY STATEMENT

The Adopt-A-Street Program is for any individual volunteer or group willing to make a two year commitment to keeping a specific segment of a City street cleaned up at least quarterly. Safety is the highest priority. The minimum allowable age will be 15 years old and anyone under 18 will require adult supervision. The volunteer(s) will receive safety training, bright vests, hard hats, gloves and traffic caution signs to be posted while they work. The City Solid Waste Division will provide litter bags and will pick up the garbage and recyclables and dispose of them properly. Any hazardous items or anything too heavy or bulky for the group will be picked up by the City crew. The City will post a temporary sign on the day the volunteers clean up the segment of street, giving them credit for their efforts.

STANDING COMMITTEE REPORT

The Adopt-A-Street Program was reviewed by the Public Works Standing Committee on December 1, 2011.

RECOMMENDED ACTION
Adopt Resolution #12-02

ATTACHMENTS
- Resolution #12-02
- Adopt-A-Street Agreement
- Volunteer Group Informed Consent/Release
- Safety Sheet
- Volunteer Group Roster
- Incident Report

RESOLUTION NO. 12-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, ESTABLISHING POLICIES AND PROCEDURES RELATING TO AN ADOPT-A-STREET PROGRAM.

WHEREAS, the City of Oak Harbor aims to have litter free streets to enhance the appearance of our community; and

WHEREAS, litter can pollute our streets and waterways; and

WHEREAS, litter is a potential human health hazard; and

WHEREAS, the community has many willing volunteers who can help; and

WHEREAS, participation from local citizens will encourage a sense of pride and ownership; and

WHEREAS, the City makes safety a priority providing training and equipment to do the job safely;

NOW THEREFORE, it is hereby resolved by the City Council of Oak Harbor, Washington, that an Adopt-A-Street Program will be established.

PASSED and approved by the City Council this _____ day of _____, 2012.

CITY OF OAK HARBOR

_____
Scott Dudley, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON

ADOPT-A-STREET
Volunteer Agreement and Code of Conduct

The City of Oak Harbor Public Works Department, Solid Waste Division, herein after called the "Division" and _____, called the "Volunteer Group", are entering into this Agreement to permit the Volunteer Group to contribute toward the effort to control litter and enhance the appearance of City streets and neighborhoods. The Division does hereby authorize the Volunteer Group to participate in the Adopt-A-Street Program by picking up litter along the assigned segment of street. By signature below, the Volunteer Group Leader acknowledges awareness that the safety of the volunteers is of primary importance and agrees to the following terms.

The Volunteer Group does hereby agree to:

1. Pick up litter at least 4 times per year, for at least 2 consecutive years. Additional clean-ups should be done as necessary to maintain a neat appearance. The recommended interval is every 1-4 months. A spring clean-up is recommended.

2. Reserve clean up equipment from the Public Work Department at least 2 weeks in advance. Pick up equipment from the Public Works Shop and return equipment in good condition during business hours within 2 days of the clean up date.

3. Assign a Volunteer Group Leader or contact person to make sure each participant signs the Roster form before each clean-up, keep a copy of this agreement and roster form at the clean-up site. Make sure there are not more than 15 volunteers on each clean-up crew.

4. Be safety conscious. Designate a Volunteer Group Leader to watch the safety video and review the safety tips with the group before the clean-up begins. It is recommended that the Volunteer Group bring a first aid kit and cell phone to the clean-up site and that at least one member of the crew has a valid first aid card.

5. Provide the Solid Waste Division with a roster of all participants and their signed registration forms within 7 calendar days of each clean-up event.

6. Shall not allow participation by anyone less than 15 years of age. Provide supervision by one or more adults for every 8 minors. Supervisors shall be at least 18 years of age.

7. Report any injuries that occurred during the clean-up and turn in a completed Incident Report to the Division immediately.

8. Tie full litter bags closed and leave together by the street, well out of the traffic lanes. The Volunteer Group should call the Division for pick-up with the specific location after each clean-up (360-279-4766).

9. Leave syringes, hypodermic needles, hazardous/toxic materials or exceptionally large, heavy items, but report them to the Division as soon as possible for proper disposal by calling 360-279-4766.

10. Make an effort to recycle all recyclable materials including aluminum, tin, plastic bottles and jugs. Glass should be kept whole and separate. These bags should be marked RECYCLE.

11. The Division has the authority to suspend this agreement temporarily if maintenance or construction is required within the designated area. Once these areas have been completed, the Agreement will be restored and the Volunteer Group notified.

12. Will not accept tips, meals, gifts or any other form of payment for their efforts.

13. Treat each member of the clean-up crew, the public and City employees with respect and dignity and adhere to all federal, state and local laws.

14. The Agreement is not assignable or transferrable, either in whole or in part.

15. The terms of the Agreement commence on: _____ (date) and shall be renewed every 2 years unless terminated by either party.

16. The Volunteer Group has agreed to adopt (designated street segment below):

_____

Name of Volunteer Group: _____

Contact Person: _____

Phone - Cell: _____ Home: _____ Work: _____

Email: _____

Average number in group: _____

<u>Fill Out Below for Persons Under Age 18</u>

Number of persons under age 18: _____

If persons are under 18, is supervision available: Yes _____ No _____

How much supervision will be accompanying the group: _____
(We suggest 1 adult per 8 minors.)

Signature _____ Date _____

If, in the sole judgment of the Solid Waste Division, the Volunteer Group is not meeting the terms and conditions of this agreement the Division may immediately terminate the adoption agreement.

The Solid Waste Division does hereby agree to:

1. Provide a safety training video and a list of safety tips to the Volunteer Group Leader prior to the first clean-up.

2. Furnish the Volunteer Group with safety equipment, caution signs, and trash bags for the clean-up activities.

3. Remove the filled trash bags once the clean-up is done.

4. Assist the Volunteer Group in cleaning up litter and/or debris when large, heavy, or hazardous items are found.

5. Furnish a temporary Adopt-A-Street sign with the Volunteer Group name or acronym displayed at the assigned area during clean-up activities.

6. Recognize the Volunteer Group on the City's web site and in local papers.

The Volunteer Group has agreed to adopt (designated street segment below):

_____

Name of Solid Waste Division Contact: _____

Phone - Work: _____ Cell: _____

Email: _____

Signature _____ Date _____

City of Oak Harbor
ADOPT-A-STREET
Volunteer Informed Consent/Release

Please read the terms and conditions for participation and review the Adopt-A-Street safety training video, and sign below indicating agreement and acknowledgement of the following:

1. Volunteers under this program are under the control and supervision of the group and not the City of Oak Harbor. The organization will evaluate all Volunteers to determine that they are suitably responsible individuals who will abide by the Adopt-A-Street Safety guidelines and use due care and caution while participating in clean-up activities.
2. Volunteers will be instructed in the Adopt-A-Street safety rules prior to participation in the program.
3. The Volunteer Group Leader will conduct a safety briefing for all volunteers prior to each clean-up event.
4. Volunteers agree to perform only those duties assigned to them by the Division, and agree that they are capable of performing the duties as assigned to them by the Division, with or without accommodation.

   Accommodation requested: Yes _____ No _____
5. Volunteers are not to participate in the program under the influence of any drugs or alcohol, or in any physical or mental condition that may impair their ability to safely complete the assigned tasks.
6. Volunteers recognize that this program will expose them to traffic along streets, as well as other potential hazards. It is the Volunteer Group's responsibility to provide the Division with a copy of the Adopt-A-Street Volunteer Informed Consent/Release and Roster forms with names and signatures of individual Volunteers within 7 days following each clean-up event.
7. Volunteers agree to hold harmless the City of Oak Harbor, its past and present council members, elected officials, managers, employees, agents, affiliates, assigns and successors, and any person acting on its behalf, from any and all claims that may be brought by or on behalf of the Volunteer, their descendants, ancestors, dependents, heirs, executors, administrators, assigns, and successors, or each of them, that arise from the performance of the Volunteers participation in this program, except for those claims for injuries or damages by third parties or caused by the sole negligence, gross negligence, recklessness or intentional acts of the City of Oak Harbor.

I certify that I am authorized to sign this agreement in my individual capacity as a Volunteer.

_____	_____
Volunteer's Name (please print)	**Division Contact (please print)**
_____	_____
Volunteer's Signature (date)	Division Contact's Signature (date)
_____	_____
Parent Printed Name (if under of 18)	Parent's Signature (if under 18) (date)

To reserve equipment, ask for full litter bags to be picked-up or for more information, please contact the City of Oak Harbor Solid Waste Division at 360-279-4766.

Thank you for your service to the community!

City of Oak Harbor
ADOPT-A-STREET
Volunteer Consent for Medical Treatment

- In the event I develop a medical or dental problem, I authorize the medical or dental facility or provider to which I am referred to evaluate and treat as indicated.
- I further authorize the medical or dental facility, the medical or dental provider, to release such information as may be needed for the completion of hospital claims.
- I also agree to be financially responsible for any and all medical and dental care, including prescriptions that may be necessary for my care.
- Emergency medical care will be provided at Whidbey General Hospital in Coupeville or NAS Whidbey Island if I have military hospital privileges.

My family physician is _____, his/her phone number is _____
And, if possible, should be notified in order to provide emergency and continuing care for me.

This authorization is valid from the date of this authorization until I have concluded all volunteer activities with the City of Oak Harbor.

I do hereby give my consent for emergency medical or dental care:

_____
Participant Printed Name Participant Signature Date

_____(_____)_____
Address Phone

If the volunteer is under the age of 18:

_____
Parent Printed Name Parent Signature Date

If DSHS medical coupons, please give PIC Number _____

(If possible, please attach a photocopy of the coupon or the insurance card.)

Safety First

While volunteer help is greatly appreciated, safety is our number one concern. All groups are required to watch a safety video (http://www.wsdot.wa.gov/Operations/adoptahwy/video.htm) and read through the following safety tips before picking up litter. In addition, all groups are loaned safety equipment for use while picking up litter. The City provides bright vests, hard hats, gloves and traffic signs.

Tips for volunteer groups include:

- Park in a nearby lot and walk to the adopted section. If a car is needed with the group, use as few as possible and pull vehicles as far off the side of the road as possible.
- Have a first aid kit on hand and a person who has a first aid certification card.
- Do not pick up heavy or hazardous materials - call the City Solid Waste Division at 360-279-4766 for a crew to dispose of the objects.

Safety Tips

Wear appropriate clothing during cleanup
It is important to make yourself visible to the traveling public and protect yourself from weather conditions or possible injury. Be sure everyone in the group wears the following items:

- Safety hat and vest
- Gloves
- Long pants and a long sleeve shirt
- Thick-soled boots or shoes

Preparing for litter cleanup
Before litter pick up begins, always set up a temporary "Volunteer Litter Crew Ahead" sign. Conduct a refresher safety review for crew members. You will need to have an adult supervisor for every eight minor crew members - those between 15 and 18 years of age. We recommend you take a first-aid kit, the Volunteer Group Informed Consent/Release, Group Roster and Incident Report forms. At least one person should have a valid first-aid card. In case of emergency, first dial 911.

While picking up litter
Be safe and use caution at all times:

- Watch your footing, stay off rocky, steep or unstable slopes.
- Avoid poison ivy, poison oak, blackberries and other thorny or stinging plants.
- Watch for stinging insects.
- Walk single file across bridges.
- Carry a box for broken glass and other sharp objects.
- Avoid over exertion, rest when needed.
- Drink plenty of water and use sun screen.
- *RECYCLE! Recycle all acceptable materials found during your litter control effort.*

Don't forget the paperwork
Injuries must be reported to the City immediately and an Incident Report form must be completed. In the event of any emergency or accident call 911, then report to the City by calling Human Resources at 360-279-4509, Risk Management at 360-279-4544 and the Solid Waste Division at 360-279-4766.

For your safety
- Don't use headsets or any personal listening device which interfere with hearing and warnings.
- Don't engage in horseplay or pranks endangering the safety of yourself, fellow crew members or the traveling public.
- Don't cross the roadway on foot. Get in a vehicle and get out on the same side as the pick up will take place. No U-turns at intersections and interchanges. Don't pick up litter on the roadway itself.
- Don't pick up litter on bridges, tunnels or overpasses.
- Don't compact trash bags - injuries from sharp or broken objects may result, or the bag may burst.
- Don't pick up syringes or hypodermic needles.
- Don't carry knives, machetes, axes, etc.
- Never pick up extremely heavy or unyielding objects, dead animals, or suspected toxic or hazardous materials. Mark the location of these items and notify the City for pick up.

If your group has any further questions regarding safety tips or litter control, please contact the Solid Waste Division at 360-279-4766.

CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON

Adopt-A-Street Volunteer Group Roster

Name of Volunteer Group: _____

Volunteer Group Leader: _____ (Cell) Phone: _____

Street Segment: _____ Date of Litter Clean-up: _____

Please list all volunteer participants, their phone numbers and emergency contact information. Add comments on the back (hours worked, hazardous materials found, any concerns, etc.).

Name	Phone	Emergency Contact Phone

All volunteers must be 15 years of age or older. Any volunteers under age 18 shall be supervised by an adult (18 or older). There must be at least one adult per 8 minors. There should not be more than 15 volunteers participating in any clean-up event.

This roster must be provided to the City of Oak Harbor Solid Waste Division within 7 calendar days after each litter clean-up event.

Thank you for your service to the community!

City of Oak Harbor
INCIDENT REPORT
Volunteer Group

In the event of an emergency or accident first call 911, then call City of Oak Harbor Human Resources at 360-279-4509, Risk Management at 360-279-4544 and the Solid Waste Division at 360-279-4766.

The person who was present or discovered the incident shall complete this report. Information is to be recorded immediately and the form forwarded to the City's Risk Management Office. Please take pictures of the scene, note license plate numbers, driver's license information, and get the contact information of any witnesses.

Volunteer Group: _____ Today's Date: _____

Injured Volunteer's Name: _____ Phone: _____

Address: _____ Email: _____

Emergency Contact: _____ Phone: _____

Date and time incident occurred: _____

Location where incident occurred: _____

Describe all acts and resulting conditions in detail, including unsafe condition, equipment or hazard (please be specific).

_____

_____

_____

What actions or assistance (if any) did Volunteer Group take and what could have been done to avoid this incident?

_____

_____

_____

Name of witness (1): _____ Phone: _____

Name of witness (2): _____ Phone: _____

Name of person filing report: _____ Phone: _____

Volunteer's Signature: _____ Date: _____

Date the City received report: _____

City of Oak Harbor
City Council Agenda Bill

Bill No. 7
Date: January 17, 2012
Subject: Resolution- Wastewater Facility Plan

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE
This agenda bill proposes adoption of a resolution related to candidate sites for a new wastewater treatment facility.

On September 20th, 2011 the agenda bill was moved to the November 15th, 2011 Council meeting by Council motion. On November 1st, 2011, recognizing that two council members had requested excused absences from the November 15th Council meeting, Council motioned for a special meeting on November 28th, 2011. This item was moved to the November 28th special Council meeting.

At the November 28th special council meeting a motion was made to delay further discussion to the January 17, 2012 regular council meeting

AUTHORITY
The City has authority under RCW 35A.11.020 to render governmental services including operating and supplying of utilities and municipal services commonly or conveniently rendered by cities or towns. The authority to provide sewer services is found in RCW 35.21.210 Chapter 35.67. Planning for those services as may be required under WAC 173-240 is included in this authority.

FISCAL IMPACT DESCRIPTION

Funds Required: $ none

Appropriation Source: n/a

SUMMARY STATEMENT
On July 27, 2011, a workshop with the City Council was held to present and discuss the status of the wastewater facility planning process and to present three sites for further consideration. As discussed during the workshop, a resolution would be presented for consideration and adoption by the Council. The resolution considered authorizing and directing the project team to proceed with the three candidate sites. A public forum was subsequently held on August 24, 2011 at which the information presented at the Council workshop was presented and public input was sought.

Information presented at both the public forum and Council workshop was made available to the public via the

project website. Videos of both the forum and the workshop were broadcast on Channel 10.

Following the August public forum the resolution for the short list three sites was then discussed at City Council meeting on September 20, November 1 and November 28, 2012. This topic was also discussed at multiple city council committee meetings during the same time period. During the same time period, several Council members were able to participate in educational tours of wastewater facilities in Blaine, Carnation and King County.

In contrast to the resolutions presented at previous council meetings to narrow the number of sites, this resolution proposes to add a new area for consideration. If the resolution is adopted a new sixth site will be analyzed to the same level of detail and vetted through the public process in the same fashion as the previous 5 sites.

This sixth site is generally north of Crescent Harbor Road and east of Regatta Drive. In preparation for this meeting a letter from the Mayor was mailed to property owners in this area notifying them that the Council would consider this area at tonight's meeting. A figure showing the potentially affected properties and ownerships to whom letters were sent is attached to this agenda bill. Note the resolution is not explicitly limited to the area in this figure and that if additional areas warrant investigation that notification will be provided to the affected property owners.

In addition, more detailed cost information will be provided by the project team. This cost information is expected to address cost responsibility between the City and Navy, cost impacts resulting from the phasing of improvements and specific impacts to rate payers in comparison to the 2010 rate study.

Following the analysis and public process it is expected that the Council will discuss another resolution to narrow the candidate sites to a short list of 2 or 3 final sites.

STANDING COMMITTEE REPORT

This item was presented to the Public Works committee on January 5, 2012 and the Government Services committee on January 10, 2012

RECOMMENDED ACTION

A motion adopting Resolution 12-05

ATTACHMENTS

Resolution 12-05
Figure

RESOLUTION NO. 12-05

A RESOLUTION OF THE CITY OF OAK HARBOR DIRECTING THE EVALUATION OF POTENTIAL SITES FOR A FUTURE WASTEWATER TREATMENT FACILITY.

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

WHEREAS, recognizing that the City of Oak Harbor is connected to the pristine waters of Puget Sound, specifically Oak Harbor Bay and Crescent Harbor Bay, the City's goal is to obtain the highest level of water quality practical while recognizing the limitations of the rate payers of the City to fund the improvements; and

WHEREAS, the City of Oak Harbor Capital Improvement Plan of 2010-2015 specifically lists the Wastewater Treatment Plant Facilities Plan as a prioritized public project to be undertaken within the capital improvement plan time period; and

WHEREAS, on August 4, 2010 the City Council authorized the Mayor to enter into a contract with Carollo, Inc. for development of the aforementioned Facilities Plan required by RCW 90.48.110 and Chapter 173-240 WAC for a new wastewater treatment facility; and

WHEREAS, public input was sought, received and considered on potential wastewater treatment plant locations resulting in the identification of 13 potential locations; and

WHEREAS, input from the U.S. NAVY was sought, received and considered on potential wastewater treatment plant locations; and

WHEREAS, public input was sought, received and considered on the evaluation criteria to be used; and

WHEREAS, input from various stakeholder groups including the U.S. Navy, the Washington State Department of Ecology, Washington State Department of Health, was sought and incorporated into the evaluation criteria; and

WHEREAS, based on input from the public, various stakeholder groups, technical staff, engineering professionals and City staff, four equally weighted categories, being Social, Technical, Environmental and Financial, were developed for the evaluation of all potential site locations, and

WHEREAS, the Social criteria are as follows: 1) Protect Public Health and Safety, 2) Preserve/Enhance Public Amenities, and 3) Minimize Neighborhood Impacts; and

WHEREAS, the Environmental criteria are as follows: 1) Produce Best Water Quality, 2) Protect Environmental Sensitive Areas, and 3) Minimize Carbon Footprint; and

WHEREAS, the Technical criteria are as follows: 1) Reliable Performance, 2) Ease of Construction, and 3) Overall System Efficiency; and

WHEREAS, the Financial criteria are as follows: 1) Low Capital Cost, 2) Low Life Cycle Cost, and 3) Protect Assets for Future Development; and

WHEREAS, as directed by City Council Resolution 11-07, the 13 candidate sites were narrowed to 5 candidate sites; and

WHEREAS, Carollo, Inc., provided a report to the Council, on July 27, 2011 comparing the 5 candidate sites being Windjammer Park, Marina/Seaplane Base, Old City Shops Beachview Farm and Crescent Harbor; and

WHEREAS, public input has been sought, received and incorporated in the analysis of the aforementioned 5 sites; and

WHEREAS, the City Council has asked for additional and more detailed information on the cost of developing a new wastewater treatment plant than was provided during the analysis of the 5 sites in order to make a more informed decision, specifically as to the effect on the typical sewer customer rate and phasing opportunities; and

WHEREAS, the contract with Carollo includes scope of work elements sufficient to provide the detailed cost information desired; and

WHEREAS, the City Council has asked for evaluation of an additional candidate site generally located north of Crescent Harbor Road, east of Regatta drive and south of the intersection of Torpedo Road and Regatta Drive; and

WHERAS, evaluation of an additional candidate site is consistent with Resolution 11-07, and

WHEREAS, to protect the integrity of the public process it is appropriate to evaluate any additional site to the same level of detail as all candidate sites so that all may be considered on a equal basis using the selection criteria and public process set forth by the City Council; and

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

1. That Carollo, Inc., acting on behalf of the City and under the management of the City Engineer, is directed to further evaluate six locations for further consideration as part of the wastewater treatment facility planning process.
2. That the six locations to be evaluated further are generally shown on Exhibit A and are referred to as:
    a. Windjammer Park
    b. Marina/Seaplane Base
    c. Old City Shops
    d. Beachview Farm
    e. Crescent Harbor
    f. Crescent Harbor North
3. That Carollo is directed to provide additional cost information to assist in the decision making process

4. That both Membrane Bioreactor (MBR) and Activate Sludge treatment processes will be considered at all sites except for Windjammer Park where only MBR technology will be considered.
5. That an effluent outfall to Oak Harbor Bay will be considered for all sites.
6. That an effluent outfall to West Beach for the Beachview Farm site will be considered in addition to an Oak Harbor Bay outfall
7. That additional public input will be sought and incorporated in the analysis and development of all 6 alternative sites.
8. That a report will be provided to the City Council comparing the six candidate sites together with a recommendation for further consideration of at least two, but not more than three, candidate sites.
9. That, as appropriate, additional candidate sites, outfall locations and processes may be considered as may be directed by the City.

PASSED and approved by the City Council this 17th day of January, 2012.

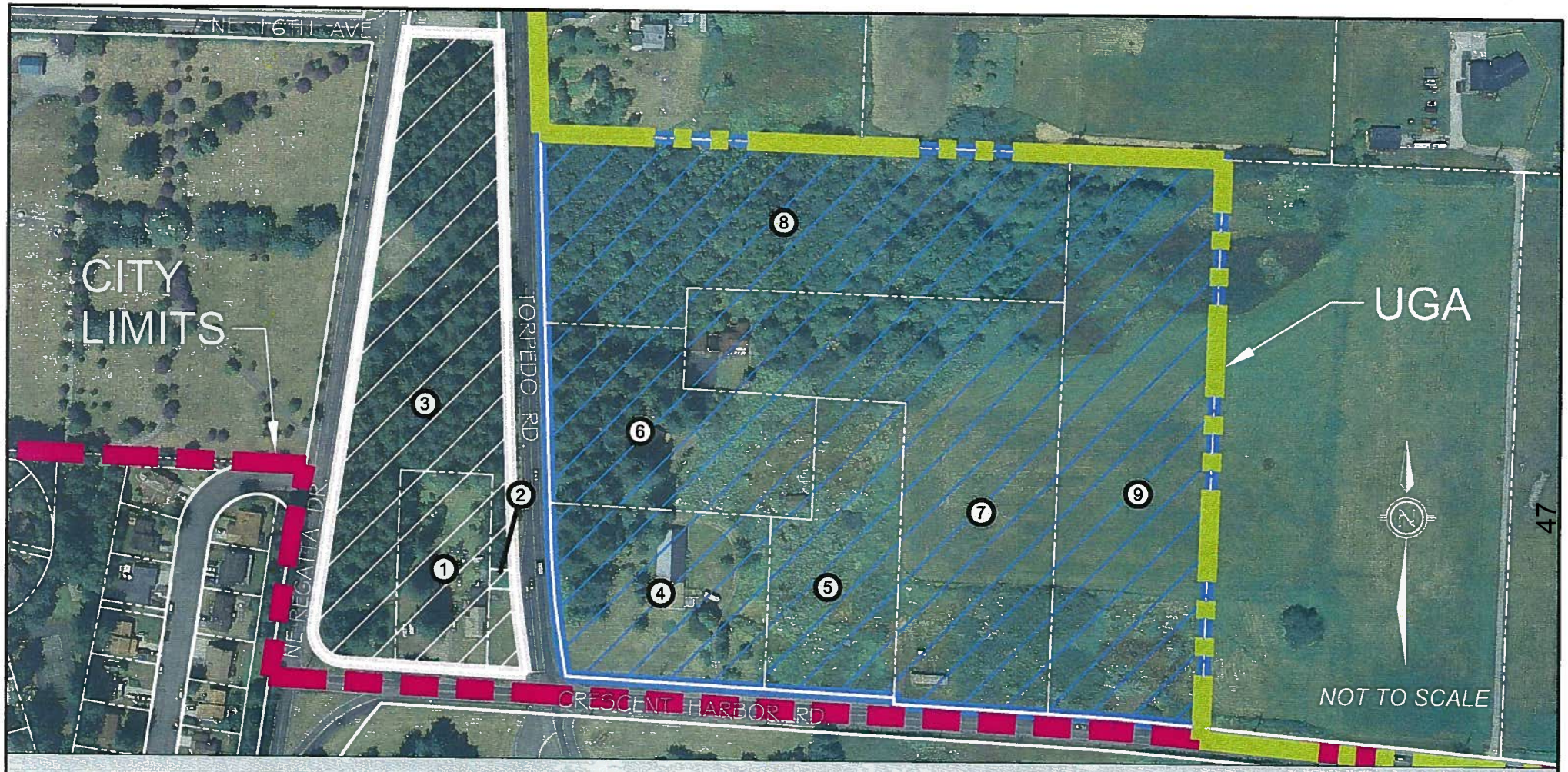
THE CITY OF OAK HARBOR

_____, Mayor

Attest:

_____
City Clerk
Approved as to Form:

_____
City Attorney



Map No.	Parcel Number	Property Owner	Area (Sq. Ft.)	Acres	Assessed Value
1	R13336-443-1500	Robert J. Wojciechowski	44322.4764	1.02	$ 157,323.00
2	R13336-442-1690	Cascade Natural Gas	1182.6667	0.03	$ 19,189.00
3	R13336-480-1540	Rosewood Investments LLC	235297.7301	5.40	$ 85,000.00
			280802.8732	6.45	

Map No.	Parcel Number	Property Owner	Area (Sq. Ft.)	Acres	Assessed Value
4	R13336-435-1860	Russell H. Hartley	90476.9404	2.08	$ 221,564.00
5	R13336-450-2200	Susan E. Bridgeford	82084.4663	1.88	$ 80,000.00
6	R13336-467-1820	Emory W. Bridgeford, Jr.	100454.3112	2.31	$ 225,551.00
7	R13336-465-2400	Susan Bridgeford	212953.6652	4.89	$ 284,868.00
8	R13336-500-2250	Susan Bridgeford	82084.4663	1.88	$ 117,000.00
9	R13336-466-2620	Emory W. Bridgeford, Jr.	212637.3204	4.88	$ 117,000.00
			780691.1698	17.92	

City of Oak Harbor
City Council Agenda Bill

Bill No. 8
Date: January 17, 2012
Subject: Island County Joint Tourism Contribution

FROM: **Paul Schmidt**
City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:
Scott Dudley, Mayor
Doug Merriman, Finance Director
Margery Hite, City Attorney, as to form

PURPOSE

This agenda bill arises from a motion by Councilmember Campbell, and a second by then-Councilmember Dudley, to have a discussion at the second meeting in January regarding the City's contribution to the Island County Joint Tourism effort ($20,000 versus 1%).

AUTHORITY

OHMC 1.04.020(3)
Public Notice for full council agenda – Introduction of action.

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

(a) Matters declared an emergency;
(b) Directions to staff to prepare documents or reports or both for consideration; or
(c) Scheduling of meetings. (Ord. 1578 § 4, 2010; Ord. 1115 § 1, 1997; Ord. 1031 § 1, 1996; Ord. 817 § 1, 1988.

FISCAL IMPACT DESCRIPTION

Funds Required: The City of Oak Harbor presently contributes $20,000 annually to the Island County Joint Tourism effort. Any increase in that contribution would of course increase the funding required to meet the obligation.

Appropriation Source: Additional 2% hotel/motel tax

SUMMARY STATEMENT

At the November 15, 2011 City Council meeting, the City Council approved various amendments to the Island County Joint Tourism Agreement to which the City is a party. At the conclusion of that discussion and action,

Councilmember Campbell moved "to have a full discussion about the $20,000 versus 1% at the second meeting in January. The motion was seconded by then-Councilmember Dudley.

The City Council last took action on contribution amount on June 16, 2009 when the City Council decided to set the maximum contribution rate at $20,000. A copy of the agenda bill and minutes from that meeting is attached for reference. Also attached for reference is summary of the income and expenditure projections for the 2% funds.

STANDING COMMITTEE REPORT
N/A

RECOMMENDED ACTION
None

ATTACHMENTS
Attachment 1: June 16, 2009 agenda bill with attachments
Attachment 2: 2% Fund Projections for 2012

ATTACHMENT 1

City of Oak Harbor
City Council Agenda Bill

Bill No._____
Date: June 16, 2009
Subject: Island County Tourism Agreement

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 propose reducing the City of Oak Harbor contribution to the Island County Joint Tourism Agreement effort.

AUTHORITY

Pursuant to RCW Chapter 39.34 the City Council of Oak Harbor is authorized to allow the Mayor to enter into cooperative agreements with other public agencies to jointly provide public services. Conversely, these agreements also allow the City Council to contemplate amendments, modifications or outright termination.

The Island County Joint Tourism Agreement effort is funded with 2% hotel/motel tax proceeds. RCW 67.28 and Oak Harbor Municipal Code Section 2.66.040(4), require the City Council to submit to the City's Lodging Tax Advisory Committee, for its review and comment, any proposals to; "change [in] the use of the revenue received from such a tax".

On May 6, 2009, the Oak Harbor Lodging Tax Advisory Committee made recommendation to decrease the City of Oak Harbor's current contribution of 1% (approximately $40,000) of the total hotel/motel tax to the Island County Joint Tourism Agreement effort down to a set annual amount of $20,000.

SUMMARY STATEMENT

The original Island County Joint Tourism agreement was executed by the City of Oak Harbor on September 5, 2000, between Island County, the City of Langley and the Town of Coupeville. This agreement came on the heels of the above noted entities approving imposition of the additional 2% hotel/motel tax authorized by the State Legislature in 1998. This newly authorized amount allowed the County, Cities and Town to impose a total of 4% hotel/motel tax if they wished. The intent of the Joint Tourism Interlocal was to impose the additional 2% and pool the funds for the dedicated purpose of a county wide tourism promotion effort. The annual hotel/motel tax generated by the 2% contribution from the City of Oak Harbor ranged from $73,391 in 2001 to $72,013 in 2004 (see Exhibit A). The amendment to the Interlocal Agreement in 2005 decreased the City's contribution to the County/Cities/Town Tourism Fund from the lodging tax from 2% to 1% resulted in a City contribution of $40,894 in 2005 (see Exhibit A).

It is noted that the savings from the decreased contribution to Island County Joint Tourism have since been dedicated to the purpose of promoting Windjammer Park.

Recent discussions within the City of Oak Harbor on how to best utilize the limited funds for tourism promotion have once again prompted a proposal to limit the contributions to the Island County-wide tourism effort in favor of providing more funds for direct local promotions. For example, it has been suggested that possibly a new banner program could be initiated for tourism promotion in the City or to further enhance events in Oak Harbor, such as the Whidbey Marathon. Furthermore, it has been suggested that maybe Oak Harbor's contribution to the Island County Joint Tourism effort need not be any more than that of the other city on Whidbey Island which is Langley. The question is if there is any measurable increase in tourism to the City of Oak Harbor commensurate with the greater contribution the City is making to the Island County Joint Tourism effort?

For these reasons, staff recommends that the City Council consider reducing the City's contribution to the County/Cities/Town Tourism Fund so that the City's share of the hotel/motel tax may be more productively used. However, this will require an amendment to the Interlocal Agreements. In order to initiate an amendment to the original Island County Tourism Promotion Agreement, at least a six month notice, prior to the end of the calendar year, must be given to the Joint Board and to each of the Legislative authorities of the Joint Board (see Exhibit B).

In addition, the original agreement requires a minimum of a one year notice before terminating participation in the Island County Joint Tourism Promotion Agreement. It might behoove the City Council to also give notice of intent to terminate participation in the event approval of the amendment to decrease the City's contribution from 1% to $20,000 is denied by the Joint Board. In that case, the City would save six months of contributions if termination notice was given concurrently with the notice of amendment. In the event the amendment is granted by the Joint Board, the City would have the option of then withdrawing the termination notice well before the effective date.

STANDING COMMITTEE REPORT

This item came in front of the entire City Council on March 24, 2009, to have the City Council submit the issue to the Lodging Tax Advisory Committee for their recommendation. In addition, this item was introduced to the Government Service Standing Committee on March 9, 2009 and further discussed on June 8, 2009.

RECOMMENDED ACTION

Authorize the Mayor to give notice to the Joint Board and the Legislative authorities of Island County, the City of Langley and the Town of Coupeville to amend the Interlocal Tourism Promotion Agreement to decrease the City of Oak Harbor's annual contribution to a set amount of $20,000, and to concurrently submit a notice of intent to terminate the City's participation in the Interlocal Tourism Agreement in the event the City's requested amendment is not granted.

ATTACHMENTS

Exhibit A
Exhibit B
Proposed Notice

MAYOR'S COMMENTS

Exhibit A

Island County Joint Tourism Board
Treasurer's Report
As of 11/01/07

www.dor.wa.gov
Statistical Reports - Tax Collections/Distributions
Local Sales and Use Tax Distr - View 2007

Tax Revenues as reported by State
As of 10/31/07

	2000	2001	2002	2003	2004	2005	2006	2007	
Island Count	$54,837.10	$77,351.72	$80,408.00	$79,776.75	$81,460.00	$91,419.11	$98,336.91	$82,993.69	$646,583.28
Coupeville	$10,690.44	$12,295.29	$11,639.00	$10,419.17	$12,601.00	$15,195.08	$14,485.32	$12,712.36	$100,037.66
Langley**	$17,890.18	$21,156.32	$20,756.00	$20,853.85	$23,297.00	$23,650.95	$23,943.00	$19,590.81	$171,138.11
Oak Harbor*	$65,669.53	$73,391.19	$76,804.00	$69,496.77	$72,013.00	$40,894.30	$41,980.00	$35,404.68	$475,653.47
Total Income	$149,087.25	$184,194.52	$189,607.00	$180,546.54	$189,371.00	$171,159.44	$178,745.23	$150,701.54	$1,393,412.52

Tax Revenues as reported by County
As of 10/31/07

	2000	2001	2002	2003	2004	2005	2006	2007	Interest	
Island Count	$54,837.10	$77,351.72	$80,407.63	$79,776.75	$81,460.06	$91,419.11	$98,176.19	$70,806.21	$49,105.99	$683,340.76
Coupeville	$10,561.98	$12,857.94	$13,119.07	$13,478.06	$14,230.29	$15,195.08	$15,764.39	$3,569.28	$0.00	$98,776.09
Langley**	$17,292.18	$21,200.36	$20,756.03	$21,059.90	$23,371.47	$23,784.46	$24,173.41	$4,647.37	$1,290.16	$157,575.34
Oak Harbor	$65,649.53	$73,391.19	$76,803.88	$69,496.77	$72,013.38	$40,894.29	$41,980.71	$29,517.74	$4,461.30	$474,208.79
Grant from 2% Hotel/Motel Tax (Part 1)										$5,000.00
Total Income	$148,340.79	$184,801.21	$191,086.61	$183,811.48	$191,075.20	$171,292.94	$180,094.70	$108,540.60	$54,857.45	$1,418,900.98

	Inv Amount
Payments	
Total 2002 Vouchers	($214,077.79)
Total 2003 Vouchers	($295,119.50)
Total 2004 Vouchers	($184,550.56)
Total 2005 Vouchers	($122,150.63)
Total 2006 Vouchers	($146,350.84)
YTD 2007 Vouchers (see Budget report for details)	($143,140.35)
Income less Expenses (Balance in Acct. 146 000 57391 14440)	$313,511.31

**Langley and O.H. (as of 1/05) are represented by 1% contribution only.

Comparison of Income YTD Oct 2006 vs 2007

	2006	2007	Change
Island County	$ 67,869.96	$ 82,993.69	22.3%
Coupeville	$ 10,539.80	$ 12,712.36	20.6%
Langley**	$ 27,687.89	$ 19,590.81	-29.2%
Oak Harbor**	$ 27,687.89	$ 35,404.68	27.9%
Totals	$ 133,785.54	$150,701.54	12.6%

ATTACHMENT 1

AMENDMENT NO. 1
ISLAND COUNTY, OAK HARBOR, LANGLEY AND COUPEVILLE TOURISM PROMOTION AGREEMENT

THIS AGREEMENT AMENDMENT NO. 1 is made and entered into this 6th day of April, 2005, by and between Island County, a political subdivision of the State of Washington, hereinafter called the "County," the City of Oak Harbor, a municipal corporation of the State of Washington, hereinafter called "Oak Harbor," the City of Langley, a municipal corporation of the State of Washington, hereinafter called "Langley," and the Town of Coupeville, a municipal corporation of the State of Washington, hereinafter called "Coupeville," to amend the original Island County, Oak Harbor, Langley and Coupeville Tourism Promotion Agreement entered into on September 5, 2000.

The following sections shall substitute for the sections of like number/letter of the original agreement.

II. GENERAL PROVISIONS

B. **Pooled fund.** **Except for Langley and Oak Harbor, after adoption of the new two-percent (2%) lodging tax the revenues collected for all the parties, plus accrued interest from such tax revenues, shall be pooled in a fund held by the Island County Treasurer to be known as the "County-Cities/Town Tourism Fund." Because Langley has already committed a one-percent (1%) additional lodging tax for new public tourist restroom facilities, Langley will only contribute one-percent of the new lodging tax to the pooled fund. Beginning January 1, 2005, Oak Harbor will only contribute one-percent of the new lodging tax to the pooled fund.**

D. **Basic two-percent lodging tax not covered.** **This agreement does not cover the use of the basic two-percent (2%) lodging tax authorized by RCW 67.28.180 or the one-percent (1%) of the new lodging tax retained by Langley and Oak Harbor. The parties will continue to use those funds outside of the terms of this Agreement and any committee, board or other entity whose primary purpose is to promote economic development shall not be involved in any manner with the new fund referenced herein.**

V. MISCELLANEOUS PROVISIONS

E. Amendment. The provisions of this agreement may be amended by written agreement of all the parties. A party that wishes to negotiate an amendment to the Agreement shall give notice of the proposed amendment at least six (6) months prior to the end of a calendar year to the Joint Board and the legislative authority of each party.

The following section is added to V. MISCELLANEOUS PROVISIONS:

F. Annual Review. The Joint Board shall make an annual review and report on the countywide tourism program funded by this Agreement and the Joint Board shall submit the annual review report to the legislative authority of each party to this Agreement by May 1st of each year.

All other terms of the original Agreement not amended above remain in full force and effect. This Amendment is effective January 1, 2005.

ISLAND COUNTY

By: [signature] Date: 4-25-05
Chairman
Board of County Commissioners

Attest:
Elaine Marlow
Clerk of the Board

CITY OF OAK HARBOR

By: [signature] Date: 4-6-05
Mayor

Attest:
[signature]
City Clerk

CITY OF LANGLEY

By: N S Colburn Date: 4-15-05
Mayor

Attest:
Marlyn Ray
City Clerk

TOWN OF COUPEVILLE

By: Nancy Conner Date: 4/4/05
Mayor

Attest:
Linda Marsh
Town Clerk

MOTION: **COUNCILMEMBER MUNNS MOVED TO APPROVE THE PROPOSAL TO OFFER A PILOT ENVIRONMENTAL EDUCATION PROGRAM FOR YOUTH IN CITY PARKS AND AUTHORIZE THE MAYOR TO SIGN RESOLUTION 09-15. THE MOTION WAS SECONDED BY COUNCILMEMBER PALMER AND CARRIED UNANIMOUSLY.**

Island County Joint Tourism Agreement
City Administrator Paul Schmidt presented this agenda bill and noted that a resolution was not meant to be included as stated on the agenda. The Island County Joint Tourism Agreement program is funded with 2% hotel/motel tax proceeds. RCW 67.28 and Oak Harbor Municipal Code Section 2.66.040(4), require the City Council to submit to the City's Lodging Tax Advisory Committee, for its review and comment, any proposals to "change [in] the use of the revenue received from such a tax." On May 6, 2009, the Oak Harbor Lodging Tax Advisory Committee made recommendation to decrease the City of Oak Harbor's current contribution of 1% (approximately $40,000) of the total hotel/motel tax to the Island County Joint Tourism Agreement effort down to a set annual amount of $20,000.

The original Island County Joint Tourism agreement was executed by the City of Oak Harbor on September 5, 2000, between Island County, the City of Langley and the Town of Coupeville. Island County, Oak Harbor, Langley, and Coupeville also approved the imposition of the additional 2% hotel/motel tax authorized by the State Legislature in 1998. That amount allowed the County, two Cities and Town to impose a total of 4% hotel/motel tax. The intent of the Joint Tourism Interlocal Agreement was to impose the additional 2% and pool the funds for county-wide tourism promotion. The annual hotel/motel tax generated by the 2% contribution from the City of Oak Harbor ranged from $73,391 in 2001 to $72,013 in 2004. The amendment in 2005 to decrease the contribution from the lodging tax from 2% to 1% resulted in a contribution of $40,894 in 2005. The savings from the decreased contribution to Island County Joint Tourism have since been dedicated to Oak Harbor's promotion of Windjammer Park. Recent Oak Harbor discussions on how to better utilize limited funds for tourism promotion has again prompted a proposal to limit the contribution to the county-wide tourism effort in favor of providing more funds directly toward local promotions such as a new banner program or to further enhance events in Oak Harbor like the Whidbey Island Marathon. It has also been suggested that Oak Harbor's contribution need not be more than that of the other city on Whidbey Island, the City of Langley. Is there a measurable increase in Oak Harbor's tourism proportional to Oak Harbor's larger contribution to the Island County Joint Tourism program? To initiate an amendment to the original Island County Tourism Promotion Agreement, at least a six-month notice, prior to the end of the calendar year, needs to be given to the Joint Board and to each legislative authority of the Joint Board. In addition, the original agreement requires a minimum one-year notice in which to terminate Oak Harbor's participation in the Island County Joint Tourism Promotion Agreement. Council could concurrently give notice of full termination in the event approval of the amendment to decrease the City's contribution from 1% to $20,000 is denied by the Joint Board. The City would save six months of contributions if

termination notice was given concurrently with the notice of amendment. In the event the amendment is granted by the Joint Board, the City would have the option of then withdrawing the termination notice well before the effective date.

Council Discussion
The new agreement with the Greater Oak Harbor Chamber of Commerce was noted. Jill Johnson, Executive Director of the Greater Oak Harbor Chamber of Commerce and member of the Island County Tourism Committee supported the reduction but felt there is value in county-wide marketing. Council discussion followed about the choice of $20,000 as a flat contribution, the City's Lodging Tax Advisory Committee's support of this participation amount, and if Oak Harbor is receiving the same tourism benefit as the City of Langley. It was noted that that any reduction of this flat contribution would not have to be re-reviewed by the City's Lodging Tax Advisory Committee. Specific events, such as the Tour de Whidbey, Whidbey Island Marathon, and the City's banner program were also discussed. The bulk of Oak Harbor's lodging is made up of business room rentals instead of tourism room rentals. The Chamber has been filling rooms through its sports program; other Oak Harbor events also fill rooms. The updated tourism website is a great tool for storylines, video, and overall presentation of Whidbey Island. Discussion continued about the Island County Joint Tourism Treasurer's Report and whether some of the numbers represented a partial year in 2007, if other agencies were contributing 1% or 2%, and if Oak Harbor's proposed reduction and annual participation amount would trigger the same approach from the other agencies and jeopardize the joint program.

MOTION: **COUNCILMEMBER GERBER MOVED TO AUTHORIZE THE MAYOR TO GIVE NOTICE TO THE JOINT BOARD AND THE LEGISLATIVE AUTHORITIES OF ISLAND COUNTY, THE CITY OF LANGLEY, AND THE TOWN OF COUPEVILLE TO AMEND THE INTERLOCAL TOURISM PROMOTION AGREEMENT TO DECREASE THE CITY OF OAK HARBOR'S ANNUAL CONTRIBUTION TO A SET AMOUNT OF $20,000, AND TO CONCURRENTLY SUBMIT A NOTICE OF INTENT TO TERMINATE THE CITY'S PARTICIPATION IN THE INTERLOCAL TOURISM AGREEMENT IN THE EVENT THE CITY'S REQUESTED AMENDMENT IS NOT GRANTED. THE MOTION WAS SECONDED BY COUNCILMEMBER SEVERNS AND CARRIED UNANIMOUSLY.**

City Administrator's Comments
Mr. Schmidt talked about upcoming standing committee meetings and the special meeting of the Government Services Standing Committee on June 19th. Mr. Schmidt also talked about the Annual AWC Conference in Spokane, June 23 – 26, 2009, and who will be attending. The Office of Financial Management shows Oak Harbor's population at 23,360 now. Mr. Schmidt also brought attention to the artist's rendering on display in Council Chambers that shows the reservoir mural as recommended by Oak Harbor's Arts Commission. Public Works Director Cathy Rosen noted that the City has been awarded $37,500 in grant funding for the school zone flashing lights to be

City of Oak Harbor
Sources and Uses of 2% Funds
Projections for 2012

2012 Income Projection:	
Basic 2% Lodging Tax Revenue	$84,500
Additional 2% Lodging Tax Revenue	84,500
Total Revenues	$169,000
2012 Expenditure Projection:	
Island Wide Marketing Effort - County level	$20,000
Chamber of Commerce Tourism Support Agreement	80,000
Lodging Tax Grant Program	16,000
Whidbey Marathon	12,000
Windjammer Park	24,000
Banner Program	17,000
Total Expenditures	$169,000

City of Oak Harbor
City Council Agenda Bill

Bill No. 9
Date: January 17, 2012
Subject: SWCA Contract Amendment 2

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

___ Scott Dudley, Mayor
___ Paul Schmidt, City Administrator
___ Doug Merriman, Finance Director
___ Margery Hite, City Attorney, as to form

PURPOSE:

The purpose of this agenda bill is to authorize the Mayor to sign Contract Amendment No. 2 to the professional services agreement with SWCA Environmental Consultants for archaeology services. Work under this agreement is pursuant to Archaeological Excavation Permit No. 2011-33 issued by the Washington State Department of Archaeology and Historic Preservation on July 28, 2011, and amended on October 3, 2011 and December 14, 2011. The amendment proposes to increase the contract amount from $290,000 to $465,000.

AUTHORITY:

Oak Harbor Municipal Code states:

2.310.050 Professional service contracts. *Contracts for professional services, including contracts for legal and consulting services, are not subject to the bidding requirements of Chapters 2.310 through 2.390 OHMC. The mayor or his/her designee shall promulgate procedures and standards for the approval of such contracts. Contracts for architectural and engineering services shall be awarded in accordance with Chapter 2.350 OHMC and Chapter 39.80 RCW. For purposes of this section, "professional services" are those services involving skill, education and special knowledge and where the work is predominately mental and intellectual, rather than physical and mechanical. The mayor shall establish guidelines and procedures for obtaining professional services. Professional service contracts in excess of $30,000 shall require approval by the city council. Contracts for professional services under $30,000 shall be reviewed by the finance director or the city attorney prior to signing to assure compliance with the Oak Harbor biannual budget, provisions of Chapter 2.390 OHMC and purchasing policies promulgated by the mayor. (Ord. 1470 § 2, 2006).*

FISCAL IMPACT DESCRIPTION

Funds required: $ 175,000

Appropriation Source: Fund#401/402/404/311/312

The archaeology work on SE Pioneer Way will be paid for within the previously authorized project funding plan outlined by Council Resolution.

SUMMARY STATEMENT:

To compensate SWCA for the cost of Time and Materials to complete the Pioneer Way fieldwork (invoiced at $125,560.13) and to authorize sufficient funds to complete the remaining obligatory permit work (estimated at $43,235.00), staff recommends increasing the contract amount with SWCA by $175,000 to a total of $465,000.

On July 29, 2011, the Mayor approved an initial $30,000 contract with SWCA Environmental Consultants for work performed immediately following the June 16, 2011 inadvertent discovery of ancestral human remains during the Pioneer Way Reconstruction Project. On August 16, 2011, the City Council authorized the Mayor to sign a contract with SWCA Environmental Consultants for the provision of archaeological services consistent with Archaeological Excavation Permit No. 2011-33 issued by the State of Washington Department of Archaeology and Historic Preservation (DAHP) on July 28, 2011. The City agreed to pay SWCA on a Time and Materials basis with total compensation established at a not-to-exceed amount of $150,000. On September 20, 2011, the City Council authorized the Mayor to sign Contract Amendment No. 1 establishing a revised not-to-exceed amount of $290,000. The following table summarizes these three actions:

July 29, 2011	$30,000
August 16, 2011	$150,000
September 20, 2011	$140,000
Total Authorized to Date	**$320,000**

With the exception of perhaps one or two additional days for archaeological monitoring of the final construction activity, the fieldwork requirements of the City's Archaeological Excavation Permit No. 2011-33 are now complete (outstanding non-fieldwork tasks are addressed below under "Remaining Permit Work"). On December 28, 2011, the City received an invoice and updated and itemized billing information for all archaeological work performed through the end of 2011 (no work has been performed since December 21, 2011). The invoice indicates that SWCA's Time and Materials actual costs to complete the required fieldwork exceeded the total authorization by $125,560.13, or a total of $445,560.13. The following table compares SWCA's original estimated amounts with the actual amounts billed to date:

	SWCA Estimates[1]	Billed to Date
Project Management	$ 48,264.56	$ 55,776.21
Fieldwork (monitoring, excavation)	$ 189,559.00	$ 388,593.15
Historic Research	$ 12,610.00	$ 1,190.77
TOTAL		$ 445,560.13

Staff have carefully reviewed the itemized billing statements and concur that the working hours, pay rates and reimbursable expenses are reasonable and conform to the work actually performed by SWCA personnel. All work was performed to comply with the DAHP Archaeological Excavation Permit (attached) to the expenditures were justified to meet the permit conditions and

[1] Estimates do not include the amount estimated to perform test probes in the northern parking area between Ireland and Ilwaco Streets because the need for this work was eliminated with the redesign of this area.

to all the Pioneer Way project to move forward. However, in an effort to understand why the total fieldwork costs ended up significantly higher than originally estimated by SWCA, staff posed this question to the consultant for an explanation.

According to Project Director Chris Miss, "We did take longer than anticipated on the first field effort in August simply because we had little way of knowing how many ancestral remains would be found, their condition, or their contexts. The discovery of a number of intact interments slowed the rate of excavation because of the care needed to deal with them. Similarly, we had hoped the limited depth of excavation would avoid encounters with intact or nearly intact burials, but again, a number of these were encountered and had to be carefully removed."

Similarly, the higher than expected frequency of field encounters with ancestral human remains effectively expanded the area subject to hand excavation, including within the south sidewalk area that was authorized by the December 14, 2011 permit revision. Finally, the costs associated with construction monitoring were significantly higher than anticipated owing to the contractor's extended construction schedule. This explanation supports the billing totals to date noted above in that the vast majority of the increased costs are associated with the time spent doing fieldwork.

Under the terms of the Time and Materials contract, SWCA is entitled to be compensated for the work performed so long as it is part of the Scope of Services outlined in the contract. All work performed to date is contained in the approved Scope of Services. As noted above, total compensation requested by SWCA is $125,560.13 more than the Council has authorized to date.

In addition to the fieldwork requirements contained within the City's Archaeological Excavation Permit No. 2011-33 (which covers only the Pioneer Way location - not Pit Road), there are several other aspects of the permit that relate to faunal analysis, report preparation and plan preparation. Staff requested that SWCA submit an estimate of costs associated with these remaining permit requirements. These costs are contained in the attached memo to Larry Cort from Chris Miss dated December 28, 2011. The final cost estimate is $43,235 and includes up to five additional days of construction monitoring if needed during the final stages of building the street.

Given SWCA's familiarity with the archaeological resources encountered on Pioneer Way and their current co-permit holder status (with the City), staff recommends using SWCA for Tasks 1 through 4 at a minimum and perhaps for Task 5 as well. The City is currently reviewing Statements of Qualifications from four archaeological firms (including SWCA), one of which could be selected to prepare the draft and final cultural resource management plans covering the Pioneer Way site.

The following summarizes the costs associated with the remaining permit work:

Project Management	$770
Faunal Analysis	$15,519
Monitoring (5 days if needed)	$2,466
Reporting	$17,994
Cultural Resource Plan	$6,486
TOTAL	$43,235

STANDING COMMITTEE REPORT
This item was presented to the Public Works and Utility Standing Committee at the meeting held on January 5th, 2012.

RECOMMENDED ACTION:
A motion authorizing the Mayor to sign Contract Amendment No. 2 with SWCA to cover the last of the fieldwork and remaining permit work on SE Pioneer Way, increasing the not-to-exceed total compensation from $290,000 to $465,000.

ATTACHMENTS:
Draft Contract Amendment No. 2
Executed Contract and Amendment No. 1
Memo from SWCA to City – December 28, 2011
Archaeological Excavation Permit No. 2011-33

Professional Services Agreement **Amendment Number 2**	Organization and Address City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 Phone: 360-279-4539	
Original Agreement Title: Pioneer Way Archaeological Recovery Project		
Project Number: ENG- 08-07	Execution Date 8/18/2011	Completion Date (Prior) 12/31/2012
Project Title SE Pioneer Way Improvements	New Maximum Amount Payable $ 465,000	
Description of Work Archaeological recovery and monitoring conforming to DAHP permit 2011-33		

The City of Oak Harbor desires to supplement the agreement entered into with SWCA and executed on 8/18/2011 and identified as SWCA Professional Services Amendment

All provisions in the basic agreement remain in effect except as expressly modified by this supplement

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following:
NO AMENDMENT

SCOPE OF WORK is hereby changed and supplemented with the following:
NO CHANGE.

PROJECT COMPLETION DATE AMENDED TO: _____
TIME OF COMPLETION – SCOPE OF SERVICES: _____

PAYMENT shall be amended as follows:
Amendment reflects an increase in time necessary to complete the work required under the permit. The increase in the effort required is related to the amount of cultural materials recovered and the effort required to process said materials as required by the permit. The maximum amount payable under the contract is increased by $175,000, from $290,000 to $465,000.

Payment shall be made in accordance with the terms and conditions described in the original contract.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: _____

Consultant Signature

By: _____

Approving Authority Signature

Date

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 18th day of August, 2011, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and SWCA ENVIRONMENTAL CONSULTANTS, hereinafter referred to as the "ARCHAEOLOGIST".

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

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

WHEREAS, the ARCHAEOLOGIST represents the ARCHAEOLOGIST is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise in the field of archaeology, to perform the services and/or tasks set forth in this Agreement; and

WHEREAS, the ARCHAEOLOGIST is the co-holder of the emergency archaeological excavation permit with the CITY from the Washington State Department of Archaeology and Historical Preservation (the "DAHP")

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

1. Scope of Services.

   The scope of services to be performed pursuant to this Agreement is intended to encompass all the archaeological services identified in Emergency Archaeological Excavation Permit #2011-33 issued by the Washington State Office of Archaeology and Historical Preservation dated July 28, 2011 (the "Permit").

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

2. Term.

   The Project began on August 1, 2011, and shall be completed no later than December 31, 2012, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY. The ARCHAEOLOGIST shall submit invoices monthly, supported by records indicating the basis for the charges. The CITY shall pay properly supported invoices within thirty (30) days of receipt.

3.2 No payment shall be made for any service rendered by the ARCHAEOLOGIST except for services identified and set forth in this Agreement, including all referenced exhibits.

3.3 The CITY shall pay the ARCHAEOLOGIST for work performed under this Agreement on a Time and Materials basis with total compensation established at a not-to-exceed (NTE) amount of $150,000. Payment for ARCHAEOLOGIST services shall accord with the schedule of hourly rates attached hereto as Exhibit "B". (Excluding amounts already paid pursuant to the earlier agreement.)

4. Reports and Inspections.

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

4.2 The ARCHAEOLOGIST 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 ARCHAEOLOGIST'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the ARCHAEOLOGIST 'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

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

responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

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

6. Service Provider Employees/agents.

The CITY may at its sole discretion require the ARCHAEOLOGIST to remove an employee(s), agent(s) or servant(s) from employment on the scope of services under this Agreement. The ARCHAEOLOGIST may, however, employ that (those) individual(s) on non-CITY related projects.

7. Hold Harmless/Indemnification.

7.1 ARCHAEOLOGIST 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 ARCHAEOLOGIST in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

7.2 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 ARCHAEOLOGIST and the CITY, its officers, officials, employees, and volunteers, the ARCHAEOLOGIST'S liability hereunder shall be only to the extent of the ARCHAEOLOGIST'S negligence. For purposes of this indemnification and hold harmless agreement, the ARCHAEOLOGIST 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. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. Insurance.

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

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

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

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the City.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability Insurance appropriate to the ARCHAEOLOGIST 'S profession.

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

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) per accident.

b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate.

c. Professional Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) policy aggregate limit.

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

a. The ARCHAEOLOGIST S insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the ARCHAEOLOGIST'S insurance and shall not contribute with it.

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

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

8.6 Notice of Cancellation. The ARCHAEOLOGIST shall provide the CITY with written notice of any policy cancellation, within two business days of their receipt of such notice.

8.7 Failure on the part of the ARCHAEOLOGIST to maintain the insurance shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the ARCHAEOLOGIST 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 CITY on demand, or at the sole discretion of the CITY, offset against funds due the ARCHAEOLOGIST from the CITY.

8.8 No Limitation. ARCHAEOLOGIST'S maintenance of insurance as required by the agreement shall not be construed to limit the liability of the ARCHAEOLOGIST to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

9. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the ARCHAEOLOGIST pursuant to this Agreement, subject to any requirements under the Permit for reporting to the Department of Archaeology and Historical Preservation ("DAHP").

10. Compliance with Laws.

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

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

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

11.2 Nondiscrimination in Employment. In the performance of this Agreement, the ARCHAEOLOGIST 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 ARCHAEOLOGIST 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 ARCHAEOLOGIST 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 ARCHAEOLOGIST 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 ARCHAEOLOGIST shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

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

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

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

13. Changes.

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

14. Maintenance and Inspection of Records.

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

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

15. Termination.

Because both parties are necessary participants in the archaeological work allowed under the Permit, neither party may terminate this Agreement without first attempting to negotiate an amendment to this Agreement which would allow the work under the Agreement to go forward. Such negotiations shall be initiated by the party seeking an amendment by written notice to the other party. Upon receipt of such notice, the receiving party shall schedule a meeting within five (5) working days which both parties shall attend. Should the parties fail to reach agreement, the party terminating the Agreement shall bear the burden of showing good cause why that party is not able to comply with the terms of this Agreement or shall be liable for damages for breach of its obligations under this Agreement.

16. 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.

17. 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.

18. Jurisdiction and Venue.

18.1 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.

18.2 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.

19. Severability.

19.1 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.

19.2 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.

20. 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:

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

Jim Slowik, Mayor

ARCHAEOLOGIST:

SWCA ENVIRONMENTAL CONSULTANTS
5418 20th Avenue NW, Suite 200
Seattle, WA 98107

Christian J. Miss, Seattle Office Director

Attest:

Connie Wheeler, City Clerk

Exhibit A
SCOPE OF SERVICES

SWCA Environmental Consultants
Pioneer Way Archaeological Recovery Project

PURPOSE OF SERVICES:

SWCA Environmental Consultants (the "ARCHAEOLOGIST") will provide professional archaeological services to meet the requirements of DAHP Emergency Archaeological Excavation Permit #2011-33 (the "Permit") and the needs of the City in completing construction of road, sidewalk and utility improvements known as the Pioneer Way Improvement Project. ARCHAEOLOGIST is a co-holder of the Permit issued for this work and is authorized by DAHP to perform the archaeological work as provided in the Permit.

All services performed under this Agreement shall be responsive to and consistent with the Permit and with professional standards for archaeological work. Oversight and final approval of all work is the responsibility of the City of Oak Harbor Project Specialist Larry Cort, or as otherwise assigned by the City Administrator, Paul Schmidt.

SCOPE OF SERVICES:

The scope of work under the Permit Services shall fall generally into the categories of Project Management, Historic Research, Field Services, Training and Monitoring Construction Personnel, Plan Development, Consultation and Coordination with Tribes, and Reports and Record-keeping. Extra Services may also be authorized pending outcomes of the work.

The following services will be performed by the ARCHAEOLOGIST:

1. **Project Management.** The ARCHAEOLOGIST will provide project management services associated with the Permit. Said services shall include monitoring of Permit conditions, quality assurance and quality control of all activities related to the Permit, administration of all paperwork required to document the work under the Permit and maintenance of all provisions of this Agreement.

2. **Historic Research.** To the extent not already completed pursuant to earlier agreement with the City (Professional Services Agreement dated July 29, 2011), the ARCHAEOLOGIST will undertake historic research in local and regional archives to collect information about Native American presence in the Oak Harbor vicinity and produce a narrative history of the site as set forth in the Permit.

3. **Field Services.** In accordance with protocols established in the Permit, the ARCHAEOLOGIST shall perform all archaeological tasks set forth in the Permit related to human remains, grave goods, non-human bones and artifacts. This shall include, but not be limited to, all archaeological work described in the application for the Permit now incorporated into the Permit and also:

- the archaeological testing described in Special Condition #3 and #9;
- response to the discovery of any additional human remains as set forth in Special Condition #5;
- screening of soil piles, transportation of recovered resources or human remains, and storage of those items, in compliance with Special Condition #6 and #8; and
- in coordination with the City, establish a chain of custody for all human remains in accordance with the protocols of the State Physical Anthropologist as required by Special Condition #7.

4. **Plan Development.** To assist the City in meeting its obligations under the Permit to develop plans, ARCHAEOLOGIST shall provide professional advice to City employees assigned to develop such plans. This shall include advice concerning the burial plan required by Special Condition # 13 and the Draft Cultural Resources Management Plan and Inadvertent Discovery Plan for 45IS45 required by Special Condition #12.

5. **Training and Monitoring of Construction Personnel.** Pursuant to Special Condition #2 of the Permit, the ARCHAEOLOGIST shall conduct and/or supervise training of construction personnel on the proposed archaeological work and appropriate procedures before resuming construction. The ARCHAEOLOGIST shall also prepare the draft Agenda of the Training Session required by Special Condition #2 and document that it has been distributed as required under the Permit.

   The ARCHAEOLOGIST shall also monitor all construction activities as required by Special Condition #2.

6. **Consultation and Coordination with Tribes.** There are various requirements in the Permit for consultation and coordination with the affected Tribes. Six Tribes have been identified as being affected by the Permit work. These are the Swinomish, the Tulalips, the Stillaguamish, the Samish, the Squamish and Upper Skagits (the"Tribes"). The City has consulted with the Tribes to ensure proper respect for the Tribal interest in the human remains and other ancestral resources affected by the Permit, and such consultation is on-going. The ARCHAEOLOGIST shall participate in consultation with the Tribes by the City and shall conduct all archaeological work consistent with agreements reached between the City and the Tribes.

   In addition, the City and the Tribes will contract for Tribal services monitoring and handling human ancestral remains and archaeological resources affecting Tribal interests. The ARCHAEOLOGIST shall coordinate archaeology work with the Tribes consistent with the Permit, including but not limited to such requirements in Special Condition #5, #7, #8, #13, #16, #17 and #18, and any agreements reached between the Tribes and the City in this regard.

6. **Reports and Record-keeping.** The Permit and Special Conditions impose additional reporting and record-keeping requirements related to the archaeological work done pursuant to that Permit. The ARCHAEOLOGIST shall be responsible for preparing and distributing all reports including those required by Special Condition #4, #9, #10, #11, #14, #15. The ARCHAEOLOGIST shall also participate with the City in meeting the requirements for presentations in Special Condition #17 and #18.

7. **Extra Services.** If additional archaeological services are necessary, the ARCHAEOLOGIST shall work with the City to identify the scope of services and the projected cost. At the City's request, the ARCHAEOLOGIST and the City may enter into an amendment to this Agreement to include additional services.

Exhibit B
Schedule and Deliverables

Oak Harbor Recovery
Phase 01: Downtown Recovery
Project Start (est.): 7/5/2011
Project End (est.): 9/1/2011

							Task 01		Tasks 2 & 3	
			Project Management / QA-QC Permit Preparation		Safety / Admin		Historic Research		Field Effort (includes Monitor)	
LABOR										
Project Role	Name	Rate	Hours	Charge	Hours	Charge	Hours	Charge	Hours	Charge
Anthropologist	Elizabeth Perry	$ 225.00		$ -		$ -		$ -	8.00	$ 1,800
Project Director	Christian Miss	$ 173.00	40.00	$ 6,920	-	$ -	-	$ -	24.00	$ 4,152
Project Manager	Amber Earley	$ 89.00	40.00	$ 3,560	4.00	$ 356	-	$ -	80.00	$ 7,120
Historian	Sharon Boswell	$ 131.00	-	$ -	-	$ -	80.00	$ 10,480		$ -
Project Archaeologist	Ross Smith	$ 89.00	40.00	$ 3,560	4.00	$ 356	-	$ -	120.00	$ 10,680
Project Osteologist	Jamie Emmick	$ 79.00	-	$ -	-	$ -	-	$ -	144.00	$ 11,376
Asst Field Director	Yonara Carillho	$ 79.00	-	$ -	-	$ -	-	$ -	168.00	$ 13,272
Field Tech	George Bishop	$ 47.00	-	$ -	-	$ -	-	$ -	120.00	$ 5,640
Field Tech	Sara Timm	$ 47.00	-	$ -	-	$ -	-	$ -	120.00	$ 5,640
Field Tech	Renee Small	$ 47.00	-	$ -	-	$ -	-	$ -	120.00	$ 5,640
Field Tech	Colin Lothrop	$ 47.00	-	$ -	-	$ -	-	$ -	40.00	$ 1,880
Field Tech	Celia Mkoret	$ 47.00	-	$ -	-	$ -	-	$ -	40.00	$ 1,880
Field Tech	Dave Hedberg	$ 47.00	-	$ -	-	$ -	-	$ -	40.00	$ 1,880
Field Tech	Sam Crocket	$ 47.00	-	$ -	-	$ -	-	$ -	40.00	$ 1,880
Field Tech	TBD	$ 47.00	-	$ -	-	$ -	-	$ -	80.00	$ 3,760
Field Tech	TBD	$ 47.00	-	$ -	-	$ -	-	$ -	80.00	$ 3,760
Field Tech	TBD	$ 47.00	-	$ -	-	$ -	-	$ -	80.00	$ 3,760
Clerical	Betty Arens	$ 68.00		$ -	-	$ -		$ -	8.00	$ 544
GIS/Production	Johonna Shea	$ 100.00	16.00	$ -	-	$ -	8.00	$ 800	8.00	$ 800
			-	$ -	-	$ -		$ -	-	$ -
Labor Subtotal			136.00	$ 14,040	8.00	$ 712	88.00	$ 11,280	1,320.00	$ 85,464
Communication Fee - % of Labor		3%		$ 421		$ 21		$ 338		$ 2,564
Labor Total			136.00	14,461.20	8.00	733.36	88.00	11,618.40	1,320.00	88,027.92
EXPENSES										
Description	Unit	Rate	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge
Car Rental	per day	$ 75.00		$ -	-	$ -		$ -	5.00	$ 375
Copies (B&W)	per page	$ 0.10		$ -	-	$ -	250.00	$ 25	800.00	$ 80
Lodging	per night	$ 70.00		$ -	-	$ -	2.00	$ 140	144.00	$ 10,080
Mileage	per mile	$ 0.56		$ -	-	$ -	200.00	$ 112	1,500.00	$ 840
Per Diem	per day	$ 46.00		$ -	-	$ -	2.00	$ 92	144.00	$ 6,624
Supplies	enter rate/units or lum	$ 200.00	-	$ -	-	$ -	-	$ -	1.00	$ 200
Radiocarbon Date	enter rate/units or lum	$ 565.00	-	$ -	-	$ -	-	$ -	2.00	$ 1,130
Botanical Analysis	enter rate/units or lum	$ 150.00	-	$ -	-	$ -	-	$ -	2.00	$ 300
Ferry RT	enter rate/units or lum	$ 31.00	-	$ -	-	$ -	1.00	$ 31	12.00	$ 372
Misc.	enter rate/units or lum	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Expenses Subtotal				$ -		$ -		$ 400		$ 20,001
Markup		15%		$ -		$ -		$ 60		$ 3,000
Expenses Total				$ -		$ -		$ 460		$ 23,001
Project Phase Totals				$ 14,461		$ 733		$ 12,078		$ 111,029

Note: Communication expense is not subject to 15% administrative fee.

TOTAL THIS PHASE	Charges
SWCA Labor Total	114,841
Expenses Total	23,461
Subcontractors Total	-
Total Phase	$ 138,302
Tax Total	-
Total Including Taxes	$ 138,302

Enter Tax Rate	Enter Tax Rate	Enter Tax Rate	Enter Tax Rate
0.00%	0.00%	0.00%	0.00%
Tax	Tax	Tax	Tax
$ -	$ -	$ -	$ -
Total with Tax	Total with Tax	Total with Tax	Total with Tax
$ 14,461	$ 733	$ 12,078	$ 111,029

Professional Services Agreement **Amendment Number** ___1___	Organization and Address City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 Phone: 360-279-4539	
Original Agreement Title: Pioneer Way Archaeological Recovery Project		
Project Number: ENG- 08-07	Execution Date 8/18/2011	Completion Date (Prior) 12/31/2012
Project Title SE Pioneer Way Improvements	New Maximum Amount Payable $ 290,000	
Description of Work Archaeological recovery and monitoring conforming to DAHP permit 2011-33		

The City of Oak Harbor
desires to supplement the agreement entered into with SWCA
and executed on 8/18/2011 and identified as

All provisions in the basic agreement remain in effect except as expressly modified by this supplement

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following:
NO AMENDMENT

SCOPE OF WORK is hereby changed and supplemented with the following:
NO CHANGE.

PROJECT COMPLETION DATE AMENDED TO: _____
TIME OF COMPLETION – SCOPE OF SERVICES: _____

PAYMENT shall be amended as follows:
Amendment reflects an increase in time necessary to complete the work required under the permit. The increase in the effort required is related to the amount of cultural materials recovered and the effort required to process said materials as required by the permit. The maximum amount payable under the contract is increased by $140,000, from $150,000 to $290,000

Payment shall be made in accordance with the terms and conditions described in the original contract.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: CHRISTIAN J. MISS

Consultant Signature

By: J. Slovic, MAYOR

Approving Authority Signature

10-4-11
Date

SWCA Environmental Consultants
Northwest Archaeological Associates

MEMO

TO: Larry Cort

RE: Scope of Work for Analysis and Reporting

FROM: Chris Miss

DATE: December 28, 2011

The following tasks are encompassed by the final cost estimate of $ 43,235 submitted to the City of Oak Harbor for completion of tasks specified in the State of Washington Archaeological Excavation Permit #2011-33 for work associated with the re-construction of Pioneer Way:

Task 1: Project Management/QA-QC

This task provides for report reviews, for coordination with the City for final monitoring, and daily reporting of any additional field work.

Task 2: Faunal Analysis

Nearly 2000 mammal bone and over 9,000 shell hinges have been collected. These will be identified to the nearest taxonomic level possible. Work will have to be conducted in Oak Harbor with arrangements made with the City and DAHP. Additional human remains may be identified by this process. Likewise, additional faunal remains may be found by the state physical anthropologist when the ancestral remains are examined. Quantification will be limited because of the diverse origins of the material, much of it from screening of spoils and other disturbed contexts. Material from controlled excavations will be more carefully summarized in terms of associations and distributions.

Task 3: Monitor

Only limited additional monitoring is expected. If the task requires more than 40 hours, then charges will be at the rates shown on the cost estimate.

Task 4: Report Preparation

A draft report of the Pioneer Way work will be prepared and delivered for review by DAHP, the Tribes, and the City by May 31, 2012. The report will include methods, extent of excavations, results of the faunal analyses, locations of discoveries, and implications for future site management. The amended site form and a catalog of the material recovered will be attached. Revisions to the report will be completed within two weeks of the end of the 30-day review period.

Phone: 206 781-1909
Fax: 206 781-0154
e-mail: cmiss@swca.com

Task 5: Plan Preparation

Draft and final management plans and an inadvertent discovery plans will be prepared for long-term management of site 45IS45. The plan will review the history of the site and its recording, identify its known and suspected extent and provide guidance for future road maintenance and construction within the management boundaries. The inadvertent discovery plan will provide a protocol to be followed by the City in the event human remains are again discovered within or near site 45IS45.

Pioneer Way Archaeological DR

Phase 05: Analysis & Reporting

Project Start (est.): 9/26/2011

Project End (est.): 7/15/2011

SWCA

LABOR

Project Role	Name	Rate	Hours	Charge	Hours	Charge	Hours	Charge	Hours	Charge	Hours	Charge
		Total	Task 01 Project Management / QA-QC		Task 02 Faunal Analysis		Task 03 Monitor		Task 04 Reporting		Task 05 Plan Preparation	
Project Manager/PI	Christian J. Miss	$ 173.00	2.00	$ 346	-	$ -	-	$ -	2.00	$ 346	2.00	$ 346
Project Archaeologist	Amber Earley	$ 89.00	4.00	$ 356	-	$ -		$ -	120.00	$ 10,680	60.00	$ 5,340
Faunal Analyst	Ross Smith	$ 89.00	-	$ -	136.00	$ 12,104		$ -	40.00	$ 3,560	-	$ -
Data Manager	Rhiannon Held	$ 79.00		$ -	4.00	$ 316	-	$ -	16.00	$ 1,264	-	$ -
Lab Technician	Chad Hansen	$ 58.00		$ -	20.00	$ 1,160	-	$ -	-	$ -	-	$ -
Monitor	Colin Lothrop	$ 47.00	-	$ -	-	$ -	40.00	$ 1,880	-	$ -	-	$ -
GIS/Production	Johonna Shea	$ 100.00	-	$ -	-	$ -		$ -	16.00	$ 1,600	8.00	$ 800
Graphics	Erik Anderson	$ 68.00	-	$ -	-	$ -		$ -	8.00	$ 544	-	$ -
Admin	Mary Andrews	$ 68.00	1.00	$ 68	-	$ -	-	$ -	-	$ -	-	$ -
Labor Subtotal			7.00	$ 770	160.00	$ 13,580	40.00	$ 1,880	202.00	$ 17,994	70.00	$ 6,486
Communication Fee - % of Labor		0%		$ -		$ -		$ -		$ -		$ -
Labor Total			7.00	770.00	160.00	13,580.00	40.00	1,880.00	202.00	17,994.00	70.00	6,486.00

EXPENSES

Description	Unit	Rate	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge
Copies (B&W)	*per page*	$ 0.10	-	$ -	-	$ -	250.00	$ 25	-	$ -	-	$ -
Copies (Color)	*per page*	$ 1.00	-	$ -	-	$ -	20.00	$ 20	-	$ -	-	$ -
Mileage	*per mile*	$ 0.51	-	$ -	600.00	$ 306	50.00	$ 26	-	$ -	-	$ -
Per Diem	*per day*	$ 46.00	-	$ -	15.00	$ 690	5.00	$ 230	-	$ -	-	$ -
Lodging_2	*per day*	$ 46.00	-	$ -	15.00	$ 690	4.00	$ 184	-	$ -	-	$ -
Supplies	*enter rate/units or lum*	$ 25.00	-	$ -	-	$ -	1.00	$ 25	-	$ -	-	$ -
Expenses Subtotal				$ -		$ 1,686		$ 510		$ -		$ -
Markup		15%		$ -		$ 253		$ 76		$ -		$ -
Subcontractor Fee Total				$ -		$ -		$ -		$ -		$ -
Project Phase Totals				$ 770		$ 15,519		$ 2,466		$ 17,994		$ 6,486

Note: Communication expense is not subject to 15% administrative fee.

TOTAL THIS PHASE	Charges
SWCA Labor Total	40,710
Expenses Total	2,525
Subcontractors Total	-
Total Phase	$ 43,235
Tax Total	-
Total Including Taxes	$ 43,235

Enter Tax Rate	Enter Tax Rate	Enter Tax Rate	Enter Tax Rate	Enter Tax Rate
0.00%	0.00%	0.00%	0.00%	0.00%
Tax	Tax	Tax	Tax	Tax
$ -	$ -	$ -	$ -	$ -
Total with Tax	Total with Tax	Total with Tax	Total with Tax	Total with Tax
$ 770	$ 15,519	$ 2,466	$ 17,994	$ 6,486

STATE OF WASHINGTON
DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION
1063 S. Capitol Way, Suite 106 • Olympia, Washington 98501
Mailing address: PO Box 48343 • Olympia, Washington 98504-8343
(360) 586-3065 • Fax Number (360) 586-3067 • Website: www.dahp.wa.gov

ARCHAEOLOGICAL EXCAVATION PERMIT
NO: 2011-33

Archaeological site(s):	45IS45-Pioneer Way Site
Individuals Responsible for carrying out the terms and conditions of the permit:	Eric Johnston City of Oak Harbor
Individuals responsible for over-seeing field investigations:	Chris Miss NWAA/SWCA
Nature of work:	Testing, boundary delineation, recovery of four partially *in-situ* burials; screening of piles for human remains, grave goods and artifacts
Repository in which collected records and data shall be deposited:	Affected Tribes, City and DAHP will develop a permanent curation plan
Date fieldwork permitted to begin:	August 1, 2011
Date fieldwork shall end:	December 31, 2011
Period of analysis:	Concurrent through July 31, 2012
Date final report due:	No later than July 31, 2012; but see Special Condition #15

SPECIAL CONDITIONS:

See Attached

Issued this 14th day of December 2011.

Stephenie Kramer
Assistant State Archaeologist

ARCHAEOLOGICAL EXCAVATION PERMIT NO: 2011-33
SPECIAL CONDITIONS:

1. Follow protocols stated in permit application of 6/27/11 with the following changes:

2. All construction personnel will be trained on proposed archaeological work and appropriate procedures before resuming construction. A draft Agenda of the Training Session will be provided to DAHP and the affected Tribes prior to implementation. All construction activities must be monitored by the project archaeologists.

3. Archaeological Testing of the "purple area" only on Pioneer Way as depicted on page 20 of map provided by City of Oak Harbor on July 26, 2011 (Attachment A) shall be conducted using trowels and/or shovels, using 50x50s square units at 1m intervals.

4. An interim summary report shall be delivered to all consulting parties within 7 business days of completion of testing work described in Condition #3 to allow for further consultation on data recovery efforts and/or monitoring needs in the purple area.

5. If additional human remains are revealed in any 50x50s, they shall be left in place, protected from exposure and the Permit Holders shall immediately notify the State Physical Anthropologist. Removal of any new human remains shall not occur until DAHP conducts tribal consultation and tribal preference for either recovery or protection in place.

6. All soil piles on Pioneer Way shall be screened at 100% for human remains, grave goods and artifacts; any recovered grave goods, artifacts, bone, or human remains shall be transported by designated tribal members to a secured City Facility at 1400 NE 16th on a daily basis for interim storage. Re-association will be conducted by DAHP. If the Permit Holders are able to arrange for a secure facility closer to the archaeological site, the Permit Holders shall initiate consultation with DAHP and the affected Tribes regarding this possibility.

7. The Permit Holders shall establish with State Physical Anthropologist a chain of custody for all human remains prior to any transportation to the secured City Facility. The State Physical Anthropologist shall make periodic visits to the secure facility to inventory and re-associate the human remains. Tribal representatives may be present during re-association if they so wish.

8. Removal of the first four sets of human burials as documented by State Physical Anthropologist on June 18 and 22, 2011 is permitted; the human remains shall be transported daily by designated tribal members to a secured City Facility at 1400 NE 16th following the protocol established by Condition #7. The Permit Holders will provide a visual barrier for archaeological work. If the Permit Holders are able to arrange for a secure facility closer to the archaeological site, the Permit Holders shall initiate consultation with DAHP and the affected Tribes regarding this possibility.

9. For small works from Ireland Street westward, and Ilwaco Street eastward, hand dug shovel probes shall be used to confirm presence/absence of cultural materials or human remains in tree wells, lightpole, landscape, utility service connection trenches, irrigation service trenches, and curb areas. Upon negative findings, the City may complete work in those areas in accordance with the Pioneer Way construction plans. These negative findings shall be incorporated into the final report and conveyed daily to DAHP and the affected Tribes under Condition 10. Positive identification

shall require further consultation and may require an amendment to this permit for removal or cultural resources or human remains.

10. Daily status reports shall be submitted via email to DAHP, City and affected Tribes, using email list.

11. An updated Site Form shall be submitted to DAHP by October 31, 2011 in pdf format.

12. A Draft Cultural Resources Management Plan and Inadvertent Discovery Plan for 45IS45 shall be submitted to DAHP and affected Tribes by July 30, 2012 for a 30 day comment period. The Permit Holder shall address all comments from Tribes and DAHP before submitting final by December 31, 2012.

13. The City and affected Tribes will meet and craft a re-burial plan. If a reburial plan cannot be achieved, DAHP shall be notified and DAHP, in consultation with the Permit Holders and affected Tribes will develop a mediation strategy to achieve a consensus based outcome.

14. Reference permit number & append artifact catalog (if applicable) to report.

15. All copies of all interim and final reports shall be provided to the City, affected Tribes, & DAHP. A Draft Final Report for all permitted activities at 45IS45 shall be permitted to DAHP and affected Tribes by May 31, 2012 for a 30-day comment period. The Permit Holder shall address all comments from Tribes and DAHP before submitting final by December 31, 2012.

16. If the Permit Holders need to make a change to the permit, or are requested to make changes, the Permit Holders shall consult with DAHP and all affected Tribes before making changes.

17. The Permit Holders shall work on a plan in consultation with the affected Tribes for potential public presentations. The content of the presentation shall be determined through consultation with the affected Tribes.

18. Upon completion of the project, the Permit Holders, in conjunction with the affected Tribes, will work on presentations to the affected tribes, should the affected Tribes wish to have a presentation.

19. Per the NWAA/SWCA memo dated September 26th, 2011 (Attachment B), excavate south side of "purple area" by hand. Collect human remains in project impact area and transport to secure storage area at City of Oak Harbor per on-going protocol. Commence testing on north side of road per the Memo dated September 26th, 2011. City of Oak Harbor to determine needed depths of excavation; test to appropriate depths. As of September 26th, 2011, faunal analysis is permitted. Results of faunal analysis are to be reported per condition #15, above.

20. The following requirements listed in Condition #19 are stricken from this permit: Commence testing on north side of road per the Memo dated September 26th, 2011. City of Oak Harbor to determine needed depths of excavation; test to appropriate depths.

21. Hand excavate southern sidewalk per NWAA/SWCA memo recommendations dated 11/28/11. All current inadvertent procedures remain in place.

City of Oak Harbor
City Council Agenda Bill

Bill No. 10
Date: January 17, 2012
Subject: SE Pioneer Way Reconstruction Contract Revision

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

___ Scott Dudley, Mayor
___ Paul Schmidt, City Administrator
___ Doug Merriman, Finance Director
___ Margery Hite, City Attorney, approved as to form

PURPOSE:
The purpose of this agenda bill is to request consideration to increase the amount of the City's contract with Strider Construction for the Pioneer Way Reconstruction Project. A contract revision is sought to increase the contract amount by $150,000 to account for cost increases attributable to the discovery of Native American human remains.

AUTHORITY
Oak Harbor Municipal Code Chapter 2.330.010 provides for the contracting for Public Works and Improvements as follows:

Except as otherwise authorized by Chapters 39.04 and 39.28 RCW, or RCW 35.22.620, relating to emergency public works, or other applicable general state law, as now enacted or as hereafter amended, all public works and improvements shall be done by contract pursuant to public notice and call for competitive bids in accordance with this chapter whenever the estimated cost of such public work or improvement, including the cost of materials, supplies, equipment and labor, will exceed the sum of $30,000 if more than one craft or trade is involved with the public works project, or in excess of $20,000 if only a single craft or trade is involved with the public works project or the public works project is street signalization or street lighting; provided, the city may use a small works roster pursuant to RCW 35.22.620. It is further provided, that the council may authorize public works construction projects without bid up to the bid limitation in RCW 35.22.620 as now in effect or as hereafter amended.

Oak Harbor Municipal code 2.330.110 provides for administrative procedures for public works contracts as follows;

The Mayor, or his/her designee, may promulgate procedures for the purpose of administering public works improvement contracts. Such procedures may define the levels of authority pertaining to review and approval of contract change orders.

FISCAL IMPACT DESCRIPTION

Funds Required: $ 150,000

Appropriation Source: _____

The funding for the project was established by Resolution 10-16, passed and approved by the City Council at their June 15, 2010 meeting.

SUMMARY STATEMENT

The following outlines prior City Council actions and key dates with respect to the City of Oak Harbor's contract with Strider Construction:

1. On February 1, 2011, the City Council awarded a contract to Strider Construction in the amount of $3,865,839.96 for construction of the SE Pioneer Way Reconstruction Project. At the same meeting, authorization was granted for the City Engineer to administratively approve change orders thereby increasing the maximum contract amount up to an additional $350,000, or $4,215,839.96.

2. Prior to June 16, 2011, the City Engineer approved Change Orders 1, 2 and 3 (see below) which together totaled $175,801.35, leaving a balance of $174,198.65 in the $350,000 Council-authorized contingency.

Change Order 1	Water meter boxes, excavation quantities	$ 142,136.64
Change Order 2	Joint trench excavation, artwork junction boxes	$ 33,387.21
Change Order 3	Crushed surfacing top course (CSTC) changes	$ 277.50
Change Order 4	Site production and direct overhead inefficiencies	$ 32,950.00
Change Order 5	Remobilization	$ 97,308.50
Change Order 6	Restructure substantial completion incentive	$ 80,000.00
Change Order 7	Project acceleration	$ 10,000.00
Change Order 8	Phase 4, parking redesign, pole removal mob, deductions	$ - 9,345.05
	Total of authorized change orders	**$ 386,714.80**

3. On June 16, 2011, Strider Construction made the first of two inadvertent discoveries of ancestral human remains during road excavation on Pioneer Way. Following the second discovery, the State Department of Archaeology and Historic Preservation (DAHP) issued on June 23, 2011 a stop work order for the Pioneer Way Reconstruction Project.

4. The City suspended the project on July 1, 2011. Following receipt of the Archaeological Excavation Permit on July 28, 2011, the City directed Strider Construction to re-mobilize project equipment, personnel and subcontractors and resume work with a revised substantial completion date of October 6, 2011.

5. On October 4, 2011, the City Council authorized the City Engineer to execute Change Orders 4 and 5 (see above) that compensated Strider Construction for inefficiencies in site production and direct overhead and remobilization costs resulting from the archaeological discoveries and subsequent work stoppage. Council approval of Change

Orders 4 and 5 also included authorization to increase Strider's contract by the amount of the change orders, or $130,258.50. This action extended total Council authorization for the Strider contract to $4,346,098.46.

6. On October 5, 2011, the City Engineer approved Change Orders 6 and 7 (see above) in the amount of $90,000.00 to restructure the project completion incentive and to accelerate project completion outside of the main archaeological discovery area between Ireland and Ilwaco Streets (referred to as Phase 4).

7. On November 4, 2011, the City again suspended the project to allow time for the archaeological investigations in Phase 4 to be completed. During this second suspension, the City revised the design for the northern parking spaces to eliminate the need for costly and time-consuming hand excavation in this area. The City applied for a revision to its Archaeological Excavation Permit to accommodate the revised design on November 15, 2011.

8. Strider Construction returned to work on November 28, 2011. In common with the first suspension, Strider incurred costs associated with remobilizing equipment, personnel and subcontractors and site production and overhead inefficiencies as a result of the ongoing archaeological work and the revised design.

9. On December 14, 2011, the City received approval for a revision to its Archaeological Excavation Permit that approved the revised design and authorized that last section of hand excavation within the southern sidewalk area. The sidewalk hand excavation was accomplished that same day, effectively completing the archaeological fieldwork.

10. On December 28, 2011, the City Engineer approved Change Order 8 (see above) to account for Phase 4 remobilization costs and site production inefficiencies caused by the ongoing archaeological work and for added bid items resulting from the revised design. The net $9,345.05 reduction in the overall contract amount was the result of factoring in $172,865.00 worth of deductive changes from Strider's original bid on items where the projected final quantities were substantially less than the original estimate.

Looking ahead to the completion of the project, and in light of the second work stoppage precipitated by the ongoing archaeological excavation work, it is clear that Strider Construction has incurred additional costs due to the scheduling changes caused by working around the archaeological work and accommodating the revised design. In addition, we are anticipating some remobilization costs in connection with utility pole removal and the need to patch sidewalks once the poles are out of the ground. The following summarizes the contract changes negotiated between the contractor, KBA as the City's construction manager and City staff as approved in Change Order 8:

Description	Change Order Amount
Additional work related to archaeology	$35,463.56
Revised plans and added bid items	42,019.56
Phase 4 remobilization	71,345.83
Utility pole removal/ repair remobilization	14,500.00
Subtotal	$163,328.95
Deductions to estimated quantities	-$172,865.00
Net Total for Change Order	-9,536.05

As our construction managers, KBA recommended approval of this change order, believing that it represents fair and reasonable compensation for the financial impacts on the contractor caused by the ongoing archaeology work and that the compensation is allowed under the terms of the contract. KBA has also indicated that by agreeing to these negotiated change orders that the City avoids the significantly higher costs resulting from a formal delay claim. Section 1-07.16(4) of the contract provides for compensation to the contractor for delays resulting from archaeology.

Tracking of Quantities

At the October 4, 2011 meeting, when the Council considered and approved Change Orders 4 and 5, the Agenda Bill noted that the City's Finance Director had calculated that by extending every line item in the City's contract with Strider Construction to 100% of the bid on each item the difference between the original contract amount and the sum of extended prices (minus change orders) would result in overages totaling $224,857.82 in excess of the approved contract amount. To offset this potential outcome, projections by KBA suggested that significant quantity underages anticipated at that time represented a likely reduction in the final payment of approximately $240,000. This type of over-under analysis is performed routinely by the engineer on every project. The conclusion in early October was that it appeared that the quantity overages and underages were balancing out for an effective net zero impact on the maximum contract price.

As noted above, approval of Change Order 8 deducted $172,865 in quantity underages. In effect, these deductions more than balanced the $163,328.95 in added costs resulting from archaeological impacts, the design change and remobilization. As a consequence, the conclusion reached in October based on information available at that time that the overages and underages were balancing out can no longer be supported. With a significant portion of the potential underages now reduced in conjunction with the approval of Change Order 8, we are now looking at a need to increase the amount of our contract with Strider in order to complete the project.

Estimate to Complete Project

Staff requested that KBA work with the contractor to prepare a detailed estimate of the cost of all work remaining on the project. KBA's estimate in the amount of $112,588.45 is attached. As several of the line items in KBA's spreadsheet represent estimated rather than known amounts, staff recommends that the contract amount with Strider Construction be increased by $150,000.00 to be able to respond to potential minor increases in costs. If approved, this increase would bring the revised amount of the City's contract with Strider to $4,496,098.46.

STANDING COMMITTEE REPORT
This item was discussed in general terms during the January meeting of the Public Works and Utilities Standing Committee and more specifically at the January General Government Standing Committee.

RECOMMENDED ACTIONS:
A motion increasing the contract amount with Strider Construction by $150,000.

ATTACHMENTS:
1. Spreadsheet- Cost to Complete Estimate

SE Pioneer Way Cost to Complete Estimate

Date: 1/5/2012

Item No.	Description	Est. Rem. $	Comments	
A2	Minor Change	$ -	Likely Zero	
A8	Force Account	$ 4,000.00	Primarily Café Bella work recently directed by Joe	
A8	Force Account	$ 2,000.00	$1500 for EV Stations. $500 for thrift store bollards at xfmr bug.	
A12	Flaggers and Spotters	$ 4,000.00	Estimated	
A34	WMA 1/2-inch	???	Potential to deduct 15.13 Tons @ 104/Ton = $1,573.52	
A36	Concrete 3000 for Wall Cap	$ 1,000.00	Coring of sidewalk for posts	
A37	Ped Handrail	$ 8,400.00	120 LF @ 70/LF	
A51	Filterra 4X4	$ (27,000.00)	Plan quantity is 3. Appears 2 should have been installed (FT10 and FT11) per table on RP7. Have paid 4. Jack to field verify quantity installed.	
A59-68	PSIPE Items	$ 2,500.00	Estimated to 100% on PSIPE items	
A69	Topsoil Type A	$ -		
A70	Topsoil Type C	$ -		
A72	Wood Chip Mulch	$ 550.00	Max remaining is 10 CY	
A76	Tree Guard	$ 15,000.00	$7200 bid price + $7000 for custom fab, powder coating, and electrical work	
A76A	Tree Guard - MOH	$ (5,988.00)		
A79	Irrigation System	$ 3,000.00	Final partial payment	
A83	Trash Recepticle	$ 4,000.00	2 Remaining	
A83A	Trash Recepticle - MOH	$ (3,238.00)		
A84	Bike Rack	$ 3,900.00	3 Remaining - City is in posession of these items.	
A84A	Bike Rack - MOH	$ (2,838.75)		
A86A	Raised Planter - MOH	$ (7,080.26)		
A88	Hitching Post	$ -		
A89	Plaque Post	$ 2,000.00	Installed, not paid.	
A95	Monuments	$ 2,275.00	Assumes 7 Mons	
A96	Cement Concrete Sidewalk	$ 164.00	6x6 repair at Coldwell Banker	
A104	Illumination System	$ 106,800.00	Remaining partial payment	
A104A	Illumination System - MOH	$ (102,887.04)		
A105	Permanent Signing	$ 300.00	Remaining partial payment	
A106-111	Paint Items	$ 500.00	Estimate - Jack to verify totals, discuss with Strider/Kamps	$ 11,396.95
B11	Pedestrian Handrail	$ -	Paid under Schedule A	
B16	Illumination System	$ 750.00	Remaining partial payment	$ 750.00
A126	FA Phase 4	$ 5,000.00	2 Service Electric FAs (~$2,000), Misc. remaining work.	
A130	Cold Weather Protection - S/W	$ 500.00	Estimate - Additional protection placed	
A131	Cold Weather Protection - Curb	$ -		
A132	Irrigation Revisions and Raised Planters	$ 8,780.00	FA - Estimate	
A133	Bollards	$ 11,771.00	FA - Estimate	
A134	Phase 4 Remobe	$ 59,930.50	Remaining partial payment	
A135	Remobe After Utility Pole Removal	$ 4,500.00	LS	
A136	Concrete Work After Utility Pole Removal	$ 10,000.00	FA - Estimate	$ 100,481.50
	TOTAL	$ 112,588.45		

City of Oak Harbor
City Council Agenda Bill

Bill No. 11
Date: January 17, 2012
Subject: Pending Items for Future City Council Meetings

FROM: **Scott Dudley, 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

SUMMARY STATEMENT

The attached list of pending items is meant to be an organizational tool and not a definitive list of what will come before the Council for a given meeting's date. As a tentative list, it is subject to frequent, if not daily changes.

Pending Items As of: January 12, 2012

This list is subject to change.

If a row is highlighted in blue, it has been reviewed by the Law Department and in packet.
If a row is highlighted in orange, the City Administrator is moving this item to the next (or later) Council meeting.

Targeted Meeting Date	Agenda Bills ARE DUE	Public Hearing Notice Date (if needed)	Consent Agenda	Subject	Department
2/7/12	1/18/12 To Legal 1/10/12		✓	Resolution – Petty Cash	Finance
2/7/12	1/18/12 To Legal 1/10/12			Approval of 2% Grant Awards	Finance
2/7/12	1/18/12			Dillard Special Benefit Analysis	P.Works
2/21/12	2/1/12			Authorization to Advertise for Bids – Gun Club Road Water Main	P.Works
2/21/12	2/1/12			Contract Award – Safe Routes to School	P.Works
2/21/12	2/1/12			Contract Position, Part-time – Civil Service Board Secretary	HR
TBD				Public Hearing – Zoning Agreement Amendment, Oak Tree Village	Dev Srv
				Standing Committee Discussion – location, times, restructure	Admin
				Asset Transfer to Water Utility – Reservoir	P.Works
				Easement Agreement – Navy Fuel Line	P.Works
				Interlocal Agreement – Island County Housing Authority, Oak Harbor, Coupeville, and Langley for Affordable Housing. Recording surcharge funds to fund housing programs.	Admin
				Interlocal Agreement – With Oak Harbor School District, Memorial Stadium Maintenance	P.Works
				Appointment – Lodging Tax Advisory Committee	Admin and Finance
				Introduction – Personnel Code Update and Handbook	Admin
				Final Consideration – Personnel Code Update and Handbook	HR
				Introduction – Arts Commission Ordinance	Admin
				Final Consideration – Arts Commission Ordinance	Admin
				Resolution – Marina, Facility Use Fee	Dev Srv
				Council Rule Change – Public Forum	Legal
				Channel 10 Rules	Admin and Legal
				Art Funding	Admin, Finance

				Recommendations from HDR – System Development Fees (future workshop)	P.Works
				Impact Fees – under review for deferral at closing	Dev Srv / P.Works
				Contract Award – Gun Club Road Water Main	P. Works
				Mutual Aid Agreement with Navy	FD
				Navy Waste Water Treatment Rate	Finance / P.Works
				Public Hearing – Binding Site Plan Code Amendment	Dev Srv
				Authorization to Solicit Bids – Rescue Unit	Fire
				Marin Annexation	Dev Srv
				Utilities Office, City Council Chambers, Law Department Remodels	Finance, Dev Srv

STANDING COMMITTEES and other meetings and activities

Date	Subject	Dept.
~~1/11/12~~	CANCELLED - ~~FINANCE STANDING COMMITTEE, 3:30 p.m., at City Hall~~	Committee Members
1/18/12	RESCHEDULED - FINANCE STANDING COMMITTEE, 3:30 p.m., at City Hall	Committee Members
1/19/12	PUBLIC SAFETY STANDING COMMITTEE, 7:00 a.m., at Fire Department	Committee Members
1/23/12	SPECIAL COUNCIL MEETING, to discuss Council Position No. 5 applicants, 6:00 p.m., at City Hall	Council
2/2/12	PUBLIC WORKS STANDING COMMITTEE, 7:00 a.m., at Public Works	Committee Members
2/6/12	MARINA COMMITTEE, 7:00 p.m., at City Hall	Committee Members
2/8/12	FINANCE STANDING COMMITTEE, 3:30 p.m., at City Hall	Committee Members
2/14/12	GOVERNMENTAL SERVICES STANDING COMMITTEE, 8:00 a.m., at City Hall	Committee Members
2/16/12	PUBLIC WORKS STANDING COMMITTEE, 7:00 a.m., at Public Works	Committee Members
3/3/12	SPECIAL MEETING, All-Day City Council Retreat, beginning at 8:30 a.m., Skagit Valley College, Room 306	Council and Admin