

City of Oak Harbor

City Council Meeting
Agenda for
May 19, 2009
7:00 p.m.



May is National Military
Appreciation Month

Oak Harbor City Council

7:00 p.m.

Tuesday, May 19, 2009

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. The City Council values your ideas, and sets aside time at the beginning of each meeting, from 6:45 p.m. to 7:00 p.m., to talk with citizens. 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

PLEDGE OF ALLEGIANCE

INVOCATION **Jon Brown – First Reformed Church**

ROLL CALL

MINUTES

NON-ACTION COUNCIL ITEMS:

1. Introduction of New Employees – None.
2. Proclamation – Military Appreciation Month.
3. Public Comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

4. Consent Agenda:

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- a. Professional Services Agreement – How It Works, City's Website.

Page 65

- b. Memorandum of Understanding – State of Washington Unified Certification Program.

Page 82

- c. Noise Permit – Home Connection.

Page 89

- d. Noise Permit – VAQ 129 – Justin Krueger.

Page 96

- e. Memorandum of Agreement – Northwest Workforce Council.

- f. Pay Bills.

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5. Public Hearing – Bayshore Drive LID and Ordinance.

Page 119

6. Resolution – Recognizing the City's Wellness Committee.

Page 121

7. AWC Voting Delegates

Page 123

8. Bid Award – Police Department/ICOM Roof.

Page 133

9. Contract Close Out – Jensen and Pasek Waterlines.

10. City Administrator's Comments.

11. Councilmembers' Comments.

- Standing Committee Reports

12. Mayor's Comments.

ADJOURN

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

"The only man who never makes a mistake is the man who never does anything." - Theodore Roosevelt

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**Regular City Council Meeting
Tuesday, May 5, 2009, 7:00 p.m.
City Hall Council Chambers**

CALL TO ORDER

Mayor Slowik called the meeting to order at 7:00 p.m.

INVOCATION

Pastor T. Duane Jensen, Oak Harbor Lutheran Church

ROLL CALL

Mayor Jim Slowik

Paul Schmidt, City Administrator

Five Members of the Council,

Margery Hite, City Attorney

Rick Almberg

Doug Merriman, Finance Director

Beth Munns

Steve Powers, Development Services Director

Danny Paggao, Mayor Pro Tem

Cathy Rosen, Public Works Director

Jim Palmer

Eric Johnston, City Engineer

Bob Severns

Rick Wallace, Chief of Police

Mike McIntyre, Senior Services Director

Renée Recker, Executive Assistant to the Mayor

ABSENT

Council Members James M. Campbell and Eric Gerber were absent and formally excused from this meeting.

Lawrence "Doc" Dykers

Mayor Slowik talked about the memorial service for Lawrence "Doc" Dykers which was held at Oak Harbor's First United Methodist Church. The Mayor talked about Mr. Dykers many accomplishments, his leadership, his family, and the good and productive life he led.

MINUTES

MOTION: COUNCILMEMBER PALMER MOVED TO APPROVE THE MINUTES OF THE 4/21/09 REGULAR MEETING. THE MOTION WAS SECONDED BY COUNCILMEMBER MUNNS AND CARRIED UNANIMOUSLY.

NON-ACTION COUNCIL ITEMS

Introduction of New Employees – none this evening.

Proclamation – National Nurses Week

May 6 through May 12, 2009 is National Nurses Week and this year's theme is "Nurses Building a Healthy America." Councilmember Almberg read the proclamation and presented it to Lt. Commander Lowther and Capt. Burlach. Capt. Burlach spoke about the profession's scope in communities, hospitals, clinics, academic programs, home health care, public schools, pharmaceutical sales, the insurance industry, and as community volunteers. There is a nursing shortage which is expected to reach 800,000 by 2020. Capt. Burlach encouraged more people to enter the nursing profession.

Public Comments

Angie Homola, Island County Commissioner. Ms. Homola spoke about Island County's budget and brought the County's Executive Summary for review. The County cut its budget by \$2 million and then determined that another \$2 million would be needed. The Executive Summary is a compilation by County department heads and elected officials on what could be done at 5, 10, and 20 percent reductions along with flow charts from each County department. Another 22 staff members will be lost to achieve this reduction. A great deal of time has been dedicated to finding solutions, staff has adjusted hours, and offices have reduced public hours. Ms. Homola also thanked Mr. Crouch's government students for attending this Council meeting.

Mayor Slowik asked Council Members if they had questions for Ms. Homola. Council discussion included the new hours for Island County's Recorder's Office – 9:00 a.m. to 4:00 p.m. and that a reduced schedule is better than closing for an entire day. Ms. Homola also talked about the number of Sheriff's deputies: still have 41 deputies, trainees still in the pipeline, one deputy has departed, another deputy will retire next year, and that there are 5,000 deputy-related grants available but there have been 44,000 grant applicants. Ms. Homola was thanked for coming to Council with this update.

Mel Vance, 275 NW 8th. Mr. Vance talked about the Washington State program offering tax relief for solar panel purchases, but it will end in June. The State plans on a rebate program which will run through 2013. This program will offer a 30% rebate toward solar panel purchases.

Fred Henninger, 580 SE Ireland. Dr. Henninger spoke about the Whidbey Island Tennis Association and his discussions with both the City and County regarding a tennis facility. He had received a letter from Mayor Slowik with concerns about funding a tennis facility. WITA would not accept funding to build this facility and does not want the facility to become a taxing ownership. It would need to be operated on a volunteer basis. This year would be the last year that \$100,000 could be donated. Grants could help bring in funding which would also be true for the County. WITA requires a small membership. There is a need for both youth and adult recreation programs. Dr. Henninger's full statement is attached to these minutes as Exhibit A.

With no other public comments coming forth, Mayor Slowik closed this section of the meeting at 7:20 p.m. and called for a short break so Council and meeting attendees could review the County's Executive Summary and talk with Commissioner Homola. The meeting reconvened at 7:28 p.m.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS

Consent Agenda

- a. Excused Absence Request – Mayor Jim Slowik, May 19, 2009 Council Meeting.
- b. Excused Absence Request – Councilmember Rick Almberg, July 7, 2009 Council Meeting.
- c. Excused Absence Request – Councilmember Beth Munns, October 6, 2009 Council Meeting.
- d. Professional Services Agreement – Hearing Examiner, Michael Bobbink.

- e. Approval Disadvantaged Business Enterprise (DBE) Program.
- f. Noise Permit – Kiwanis Club, Beachcomber’s Bazaar.
- g. Interlocal Agreements – Lifeguard and Concessionaire Services, North Whidbey Parks and Recreation.
- h. Appointment to Oak Harbor Arts Commission – Sharon Hall.
- i. Pay Bills.

MOTION: COUNCILMEMBER PALMER MOVED TO APPROVE CONSENT AGENDA ITEMS A THROUGH I WITH ITEM I PAYING ACCOUNTS PAYABLE CHECK NUMBERS 136909 – 136910 IN THE AMOUNT OF \$30,541.06; ACCOUNTS PAYABLE CHECK NUMBERS 136911 – 137063 IN THE AMOUNT OF \$366,642.60; AND PAYROLL CHECK NUMBERS 92846 – 92907 IN THE AMOUNT OF \$929,703.11. THE MOTION WAS SECONDED BY COUNCILMEMBER SEVERNS AND CARRIED UNANIMOUSLY.

Public Hearing – Final Ordinance for Proposed Changes to Chapter 19.25 pertaining to Manufactured Home Developments.

Steve Powers, Development Services Director asked that Council consider continuation of this matter to allow further work on issues raised to date. Mr. Powers gave a brief PowerPoint presentation which highlighted these topics:

Issues Raised	Manufactured Home Regulation	Tentative Schedule
<ul style="list-style-type: none"> ▪ Should manufactured home parks be allowed in R-1 districts? ▪ What is the appropriate density in R-1? ▪ How does the definition of a manufactured home affect multi-family opportunities? ▪ How do subdivisions differ from parks? ▪ Questions regarding manufactured home rights. 	<p>RCW 35.21.684</p> <ul style="list-style-type: none"> ▪ A city may not adopt an ordinance that has the effect, directly or indirectly, of discriminating against consumers’ choices in the placement or use of a [manufactured] home in such a manner that is not equally applicable to all homes. ▪ Homes must be regulated for the purposes of siting in the same manner as site-built homes. <p>OHMC 16.04.020</p> <ul style="list-style-type: none"> ▪ A single manufactured home may be the primary use on a parcel zoned for single-family residential use [subject to certain construction standards]. 	<ul style="list-style-type: none"> ▪ 4/21/09 – Council adopted interim ordinance ▪ 4/28/09 – Planning Commission opened public hearing ▪ 5/5/09 – Council continues matter to June 2, 2009 ▪ 5/26/09 – Planning Commission forwards ordinance to City Council? ▪ 6/2/09 – City Council considers final ordinance?

Mayor Slowik called for public comments but there were none.

MOTION: COUNCILMEMBER PALMER MOVED TO CONTINUE THE PUBLIC HEARING AND FINAL ADOPTION OF THE MANUFACTURED HOME PARK CODE AMENDMENTS TO THE JUNE 2, 2009 CITY COUNCIL MEETING. THE MOTION WAS SECONDED BY COUNCILMEMBER ALMBERG AND CARRIED UNANIMOUSLY.

Public Hearing – Sign Code Amendment for Electronic Message Signs

Steve Powers, Development Services Director presented this agenda bill seeking final Council consideration and action on a text amendment to the Oak Harbor Municipal Code that would permit electronic message center signs in certain commercial and industrial zoning districts. The public hearing on this matter was opened on March 24, 2009 and continued to this evening's meeting.

An electronic message center sign, also referred to as an electronic reader board, is one that has a scrolling or changing message of a commercial nature. Currently, the sign code allows electronic reader boards in the Public Facilities (PF) zoning district only; in this district these signs may only display messages of a non-commercial nature. The proposed amendment to Oak Harbor Municipal Code (OHMC) Chapter 19.36, Sign Code, adds electronic message center signs as permitted signs in the following commercial and industrial zoning districts:

- C-1, C-3, C-4, C-5
- I, PIP, PBP

Electronic message center signs would *not* be allowed in the following zoning districts:

- CBD
- R-O
- Any residential districts
-

In summary, the proposed amendment:

- Expands the sign options available to commercial properties by allowing for a sign with a changing message.
- Does not increase the total amount of signs available to a business or project.
- Establishes the standards by which the signs would be allowed (maximum area, length of time for message, colors, etc.).
- Does not allow for video boards (signs with changing pictures).
- New design standards only apply after the effective date of the ordinance.

The Community, Trade, and Economic Development Department (CTED) review was completed on April 2, 2009. Only one State agency, the Department of Transportation, chose to comment and this agency suggested that the City review applicable portions of the Revised Code of Washington (RCW) related to signage. Staff reviewed the referenced RCW and found no conflict with the proposed code.

Mayor Slowik opened the public hearing at 7:40 p.m.

Mel Vance 275 NW 8th. Mr. Vance had contacted the City of Everett about their events center's use of a video sign and Everett was not aware of an increase in accidents because of that sign. Mr. Vance felt that video signage would not increase risk in the City of Oak Harbor. He also spoke in support of small electronic signage for display windows of Pioneer Way businesses and thought they could replace multiple community notices in these windows.

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Fred Henninger, 580 SE Ireland. Dr. Henninger spoke with concern about electronic message center signs and felt they are not appropriate for a scenic byway. He said that the State, County planners, and County tourism representatives concurred with his opinion. Dr. Henninger did not feel this type of signage is good for Oak Harbor, is in poor taste, and does not promote tourism. By adopting an ordinance, the City must promote public health, safety, and welfare. Dr. Henninger provided several definitions of the word, "welfare."

With no other comments coming forth, Mayor Slowik closed the public hearing at 8:45 p.m.

Council Discussion

Discussion followed about areas in Oak Harbor that would prohibit this signage and the boundaries of these areas, how to enforce a non-permitted use and the messages (code enforcement), and that this type of signage may be more geared to new development. Discussion continued about the aesthetics of electronic signage, the misuse of creative spelling, and that this amendment is only changing the method of lettering. Heights, size, the existing use of reader boards and other conditions remain intact. This amendment allows businesses a different way to convey their message. Controls on electronic message center signs are strict and numerous.

MOTION: COUNCILMEMBER MUNNS MOVED TO ADOPT THE ORDINANCE AMENDING OAK HARBOR MUNICIPAL CODE CHAPTER 19.36, SIGN CODE, PERMITTING ELECTRONIC MESSAGE CENTER SIGNS IN CERTAIN COMMERCIAL AND INDUSTRIAL DISTRICTS. THE MOTION WAS SECONDED BY COUNCILMEMBER PALMER AND CARRIED UNANIMOUSLY.

Reservoir Painting

Eric Johnston, City Engineer presented this agenda bill which recommended awarding a construction contract for the Paint West Reservoir Tanks Exteriors Project to Washington Industrial Coatings, Inc. of Silverdale, Washington in the amount of \$86,277.73. The West Reservoir tanks exteriors are beginning to exhibit excessive chalking and have areas of blistering and peeling in their exterior coatings. This project will recoat both tanks and will provide the necessary surfaces for a subsequent contract to paint landscape murals on both tanks funded by public art funds set aside by the water enterprise fund. The project was advertised for bidding using the Municipal Research and Services Center of Washington (MRSC) Small Works Roster. Requests for bids were sent to seven qualified contractors. Staff received and opened four sealed bids on April 9, 2009. Washington Industrial Coatings, Inc. was the lowest responsible bidder. As a Small Works Roster project, a bid bond was not required; however a performance bond is required prior to execution of the contract.

Council Discussion

Discussion reconfirmed that this is a base coat and the landscape murals will be done at a later date. City staff will still be able to inspect the reservoir tanks with the coating in place.

MOTION: COUNCILMEMBER ALMBERG MOVED TO:

- 1. AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH WASHINGTON INDUSTRIAL COATINGS, INC., IN THE AMOUNT OF \$86,277.73.**
- 2. AUTHORIZE THE CITY ENGINEER TO ADMINISTRATIVELY APPROVE CHANGES TO THE CONSTRUCTION CONTRACT TOTALING NOT MORE THAN \$10,000.00.**

THE MOTION WAS SECONDED BY COUNCILMEMBER PALMER AND CARRIED UNANIMOUSLY.

City Administrator's Comments

Paul Schmidt, City Administrator talked about the upcoming Lodging Tax Advisory Committee meeting and May's standing committee dates, along with mention of the June AWC Conference and need for voting delegates. Both Mr. Schmidt and Mayor Slowik will be absent from the May 19, 2009 Council meeting. Mr. Schmidt invited Doug Merriman, Finance Director to give a first quarter 2009 financial report which is attached to these minutes as Exhibit B. Mr. Merriman reviewed and explained each of the attached pages. Council asked about specific items on the *Sales Tax Revenues* page – *Misc. Store, Motor Vehicle and Parts, and Construction of Buildings*. Concerning *Licenses and Permits*, are home businesses paying their business licenses? (Yes.) Regarding the *Judicial / Municipal Court*, the expense/budget pattern follows the timing of the Court's billing. The *Library's* expenditures will be reviewed for any changes in percentage calculations. Council talked about budget adjustments and the effect of the one-day auto sales held this past weekend. Mayor and Council thanked Mr. Merriman for his comprehensive presentation.

Councilmembers' Comments

Council Members gave reports on their respective standing committees. The need for voting delegates at the AWC conference was also discussed.

Mayor's Comments

Mayor Slowik talked about the Tree City Award and the number of years that Oak Harbor has been designated a Tree City.

ADJOURN

With no other business coming before Council, **Councilmember Palmer moved to adjourn; the motion was seconded by Councilmember Almberg and carried unanimously.** The meeting adjourned at 8:35 p.m.

Connie T. Wheeler
City Clerk

Exhibit A
To the 5/5/09 Minutes

Received ON
5/11/09 8:55 am
dlw

May 11, 2009

APPEAL OF AGENDA BILL NO. 6 on MAY 5, 2009

Appeal of Frederic L Henninger and others to be named at a later date.

Passage on May 5, 2009 of Amendment Ordinance to Chapter 19.36 of OHMO will endanger the health, safety and welfare of the public. Specifically we find the use of "electronic message center" obnoxious and dangerous to the public.

This proposed ordinance is in conflict with the intent of State law which prohibits cell phone use while driving motor vehicles. Distraction of drivers using cell phones was found to be a major cause of car accidents. The most onerous use of a cell phone is text messaging in a moving car. Now the City will allow dynamic [words in motion] 'texting' thru the windshield! This form of commercial advertising is far more dangerous than cell phone use inside the car.

The stated desire of the City is to keep and enhance the unique rural nature of this island community. The State desired to have SR 20 designated as a scenic highway free of as many commercial signs as possible. The appropriateness and aesthetics of dynamic reader signs on commercial properties does not meet the expectations of the public or the art commissions.

Two elected members that sit with the City council are financially 'interested' parties.

Only an occasional request was ever made to the city for this new type signs. The need for this type was not demonstrated by any signed request.

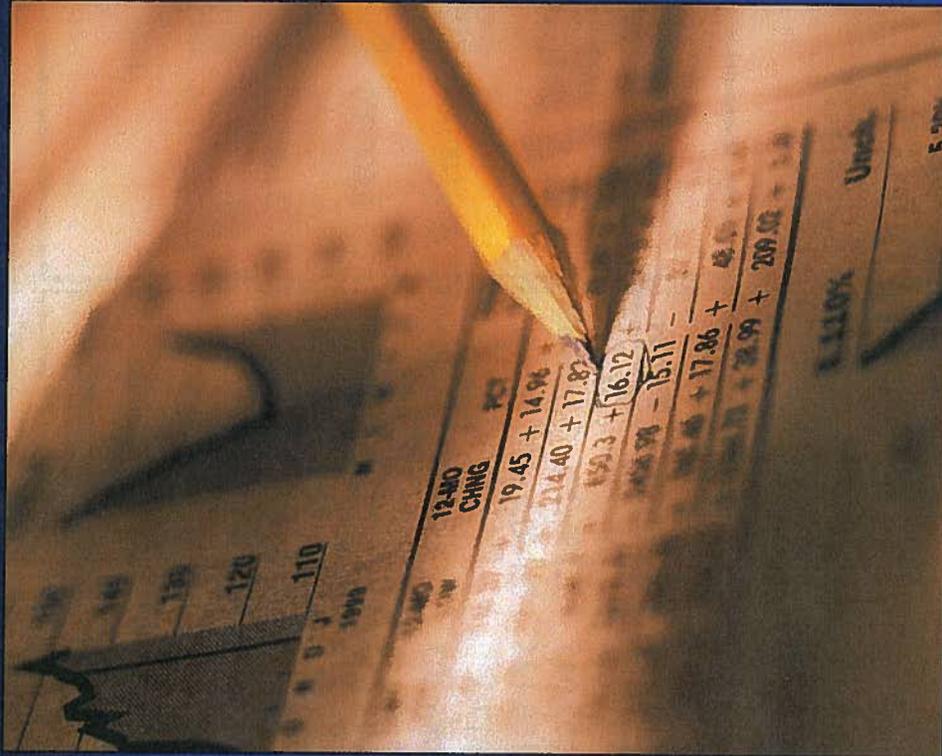
"Electric message center sign" or dynamic reader boards should not be allowed to detract local or visiting drivers on our scenic highway. This provision should be totally removed from OHMC Chapter 19.36, Sign Code.

I, Fred Henninger of 580 SE Ireland St., Oak Harbor do affirm the facts and reasoning in this appeal.



F L Henninger

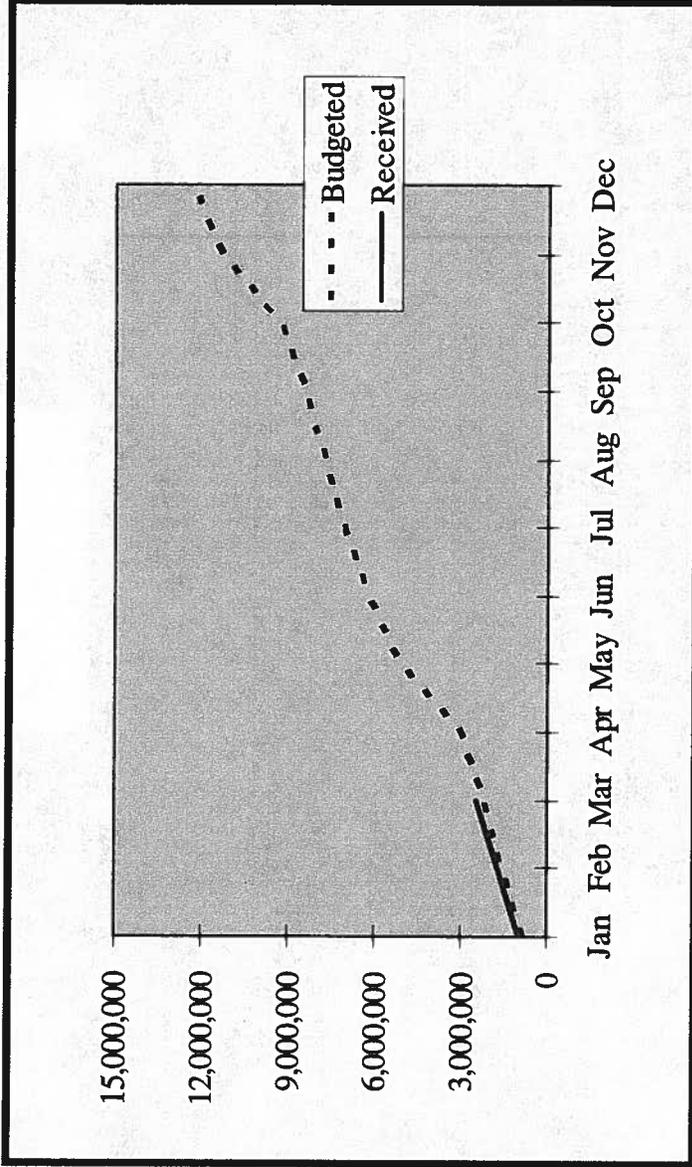
City of Oak Harbor
1st Quarter Financial Report
May 5, 2009



Total General Fund Revenues

- Actual revenue receipts are 12.69% ahead of budgeted projections.
- Primarily due to one time building permits (Net @ 4% ahead)

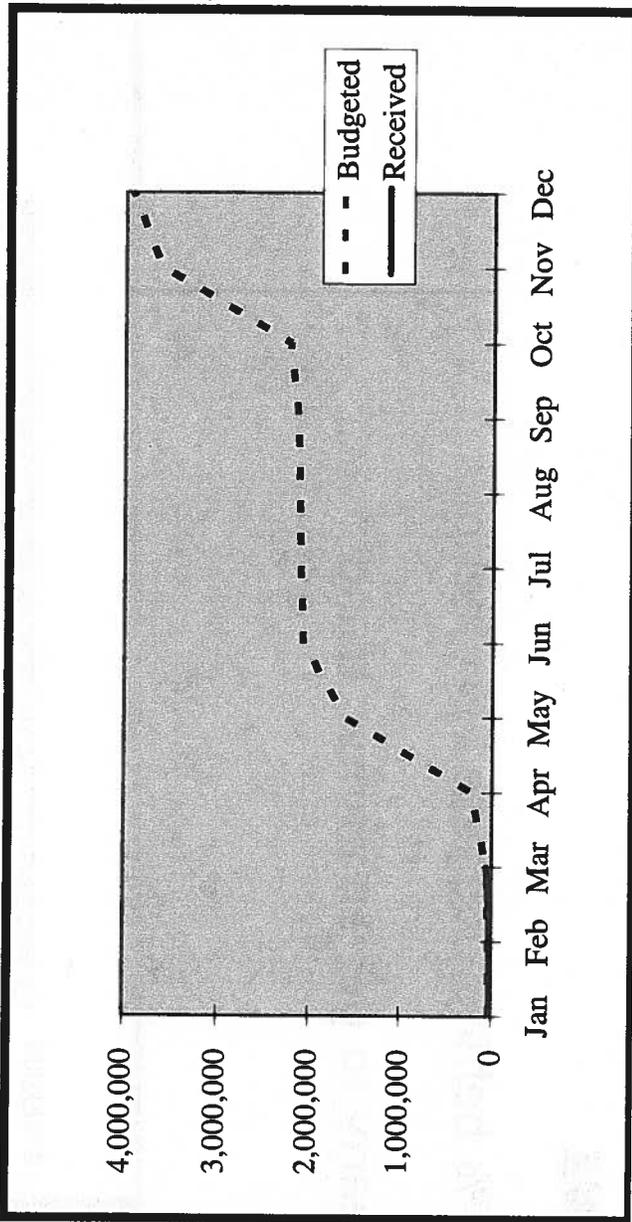
YTD Budgeted	YTD Received	% of Budget
791,721	968,950	22.39%
1,555,645	1,706,296	9.68%
2,166,124	2,440,925	12.69%
3,017,130		
5,086,307		
6,220,479		
7,062,395		
7,758,727		
8,424,282		
9,287,747		
11,319,708		
12,318,484		
12,318,484		



Property Tax Revenues

- Receipts are 1.95% behind budgeted projections.
- 1st quarter receipts are very small, so not a concern.
- After April receipts, we are 13.33% ahead of schedule

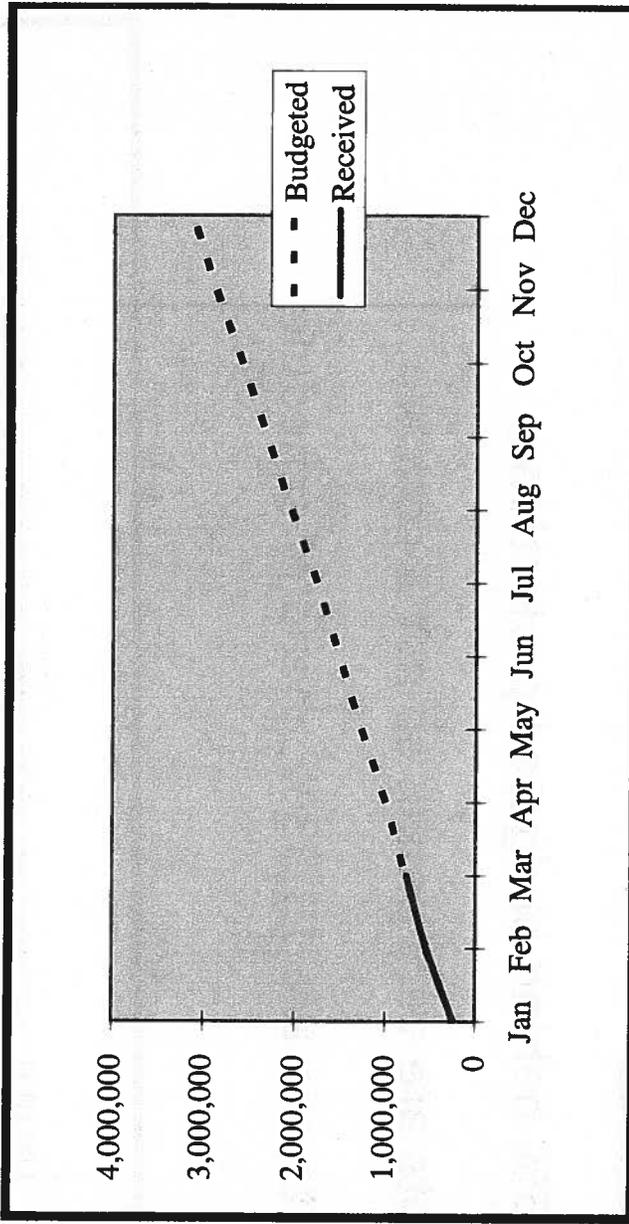
YTD Budgeted	YTD Received	% of Budget
29,022	18,402	-36.59%
38,840	21,293	-45.18%
59,310	58,155	-1.95%
219,385		
1,600,283		
2,065,896		
2,091,008		
2,104,423		
2,132,037		
2,214,616		
3,607,830		
3,921,105		
3,921,105		



Sales Tax Revenues

- Receipts are .99% behind budgeted projections.
- Still somewhat early to get an annual trend.

YTD Budgeted	YTD Received	% of Budget
240,921	239,757	-0.48%
547,619	542,476	-0.94%
775,451	767,750	-0.99%
994,562		
1,265,657		
1,510,976		
1,761,581		
2,048,822		
2,315,205		
2,584,096		
2,876,970		
3,130,411		
3,130,411		



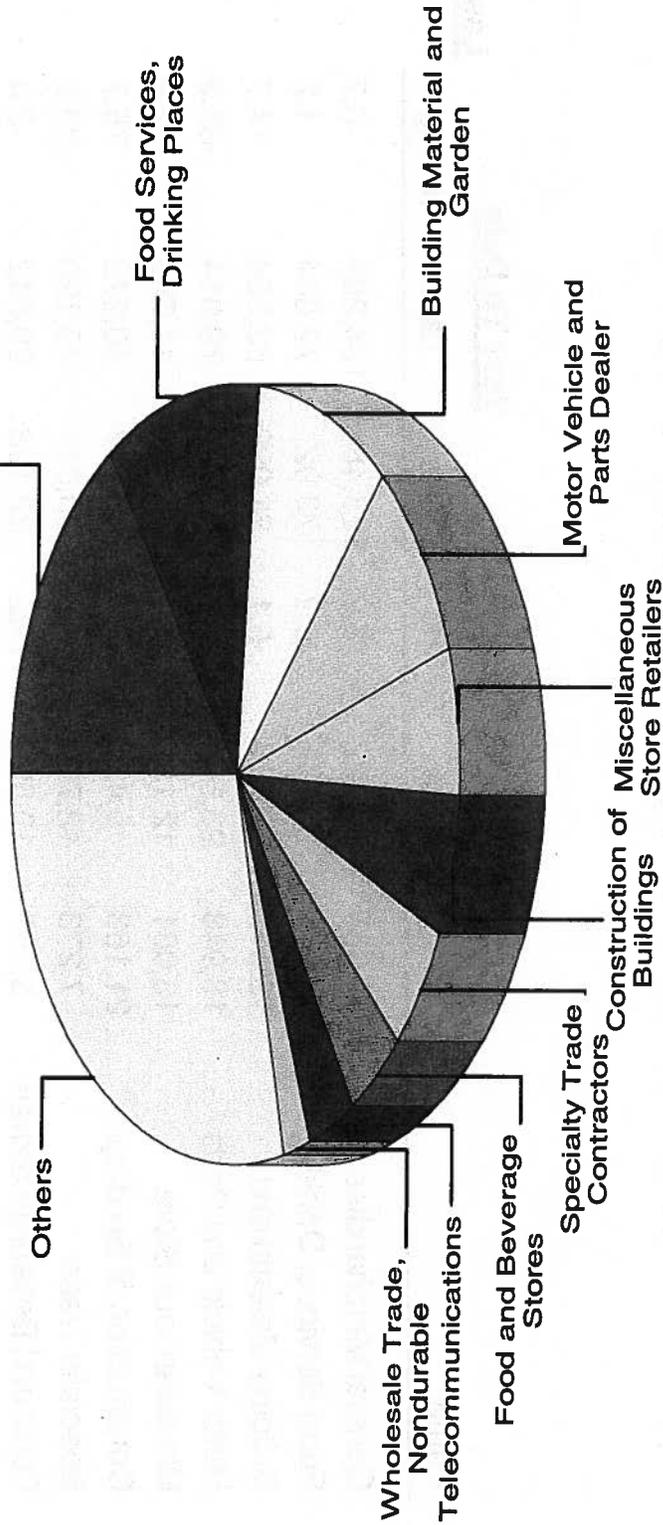
Sales Tax Revenues

- Top 10 Standard Industry Sectors
- State shows gross sales receipts 5.6% behind last year.

Group	Name	1st Quarter			Year To Date			Last 12 months
		This	Last	% Chg	This	Last	% Chg	
452	General Merchandise	31,285	30,302	3.2	123,484	124,299	-0.7	444,580
722	Food Services, Drinking	24,277	23,081	5.2	72,927	72,084	1.2	318,414
444	Building Material and	19,612	20,673	-5.1	61,090	53,254	14.7	279,833
441	Motor Vehicle and Parts	16,943	23,503	-27.9	51,173	79,014	-35.2	254,617
453	Miscellaneous Store	13,081	12,151	7.7	38,982	44,768	-12.9	175,050
236	Construction of Buildings	21,163	9,437	124.3	70,767	40,272	75.7	166,042
238	Specialty Trade	7,273	12,726	-42.9	33,011	43,190	-23.6	155,573
445	Food and Beverage Stores	8,767	10,591	-17.2	29,128	29,842	-2.4	118,727
517	Telecommunications	7,713	8,162	-5.5	23,454	23,495	-0.2	95,933
424	Wholesale Trade,	4,864	7,321	-33.6	14,111	21,917	-35.6	61,608
000	All Other Categories	48,800	61,786	-0.2	189,368	217,574	-0.1	824,584
6,159 Accounts		203,776	219,734	-7.3	707,495	749,710	-5.6	2,894,961

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Last 12 Months by General Merchandise Stores

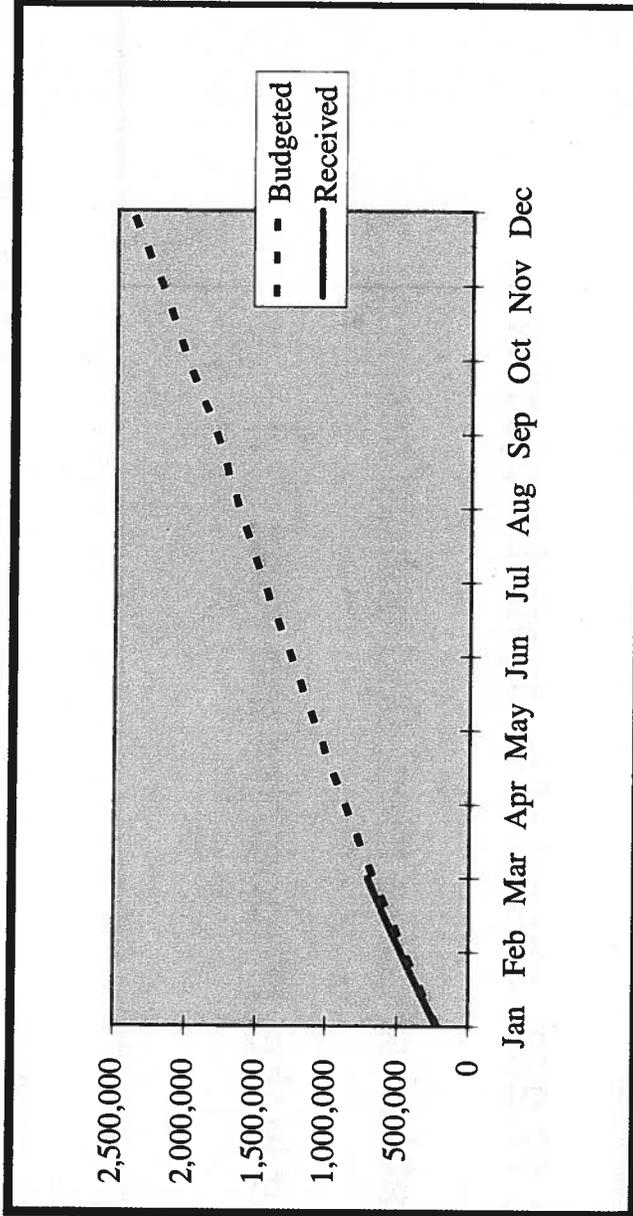


General Merchandise Stores	15.4%
Food Services, Drinking Places	11.0%
Building Material and Garden	9.7%
Motor Vehicle and Parts Dealer	8.8%
Miscellaneous Store Retailers	6.0%
Construction of Buildings	5.7%
Specialty Trade Contractors	5.4%
Food and Beverage Stores	4.1%
Telecommunications	3.3%
Wholesale Trade, Nondurable	2.1%
Others	28.5%
Total:	100.0%

Business and Utility Taxes

- Receipts are running 6.25% ahead of budgeted projections.
- Utility taxes on wireless, phone, and other utilities.

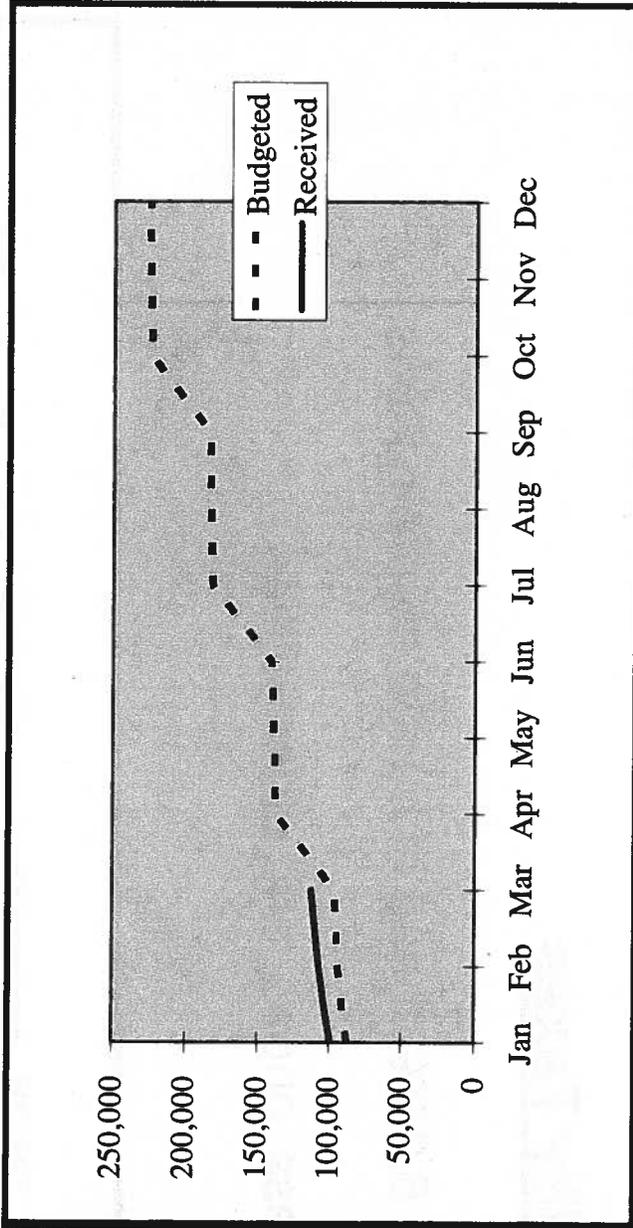
YTD Budgeted	YTD Received	% of Budget
216,585	221,443	2.24%
445,299	476,991	7.12%
666,214	707,830	6.25%
869,485		
1,066,714		
1,256,604		
1,455,878		
1,629,462		
1,790,596		
2,000,982		
2,183,039		
2,405,000		
2,405,000		



Licenses and Permits

- Receipts are running 17.25% ahead of budgeted projections.
- Business licenses, cable franchise fees, and animal licenses.
- Large portion received in the 1st month of the year.

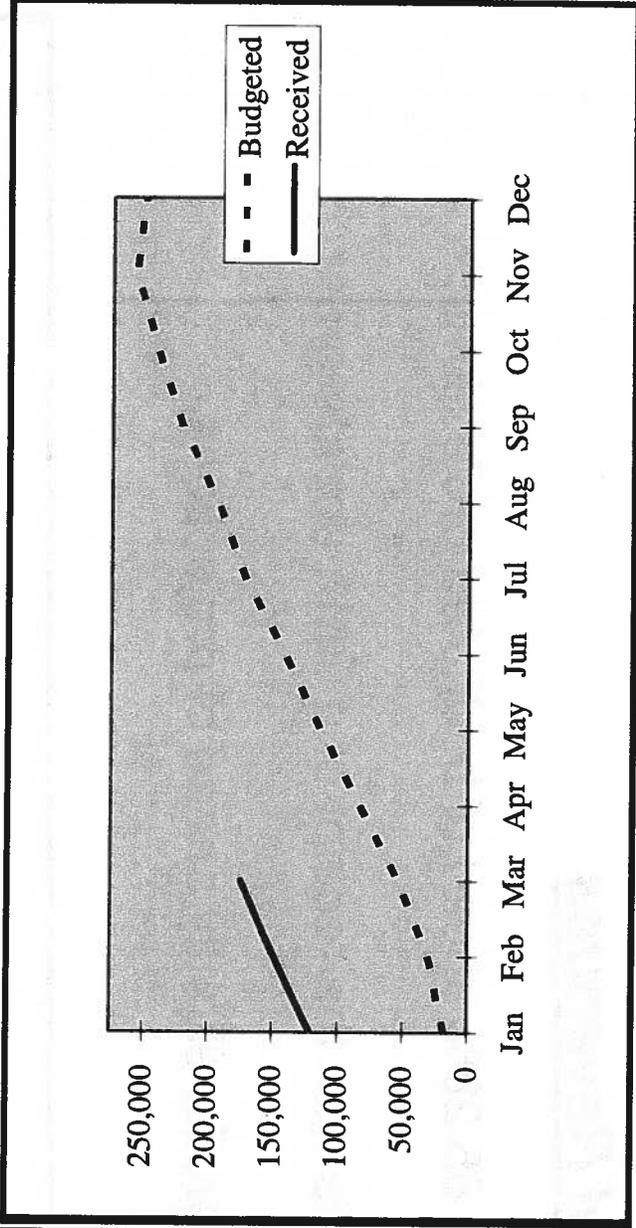
YTD Budgeted	YTD Received	% of Budget
87,536	99,259	13.39%
93,992	107,167	14.02%
96,380	112,790	17.03%
137,167		
138,888		
140,273		
181,379		
182,481		
183,607		
223,946		
224,672		
225,550		
225,550		



Building Permits

- Receipts are running 226.44% ahead of budgeted projections.
- Large building permit received in January for \$112,000.
- Without this one payment, receipts are 16% ahead of projections.

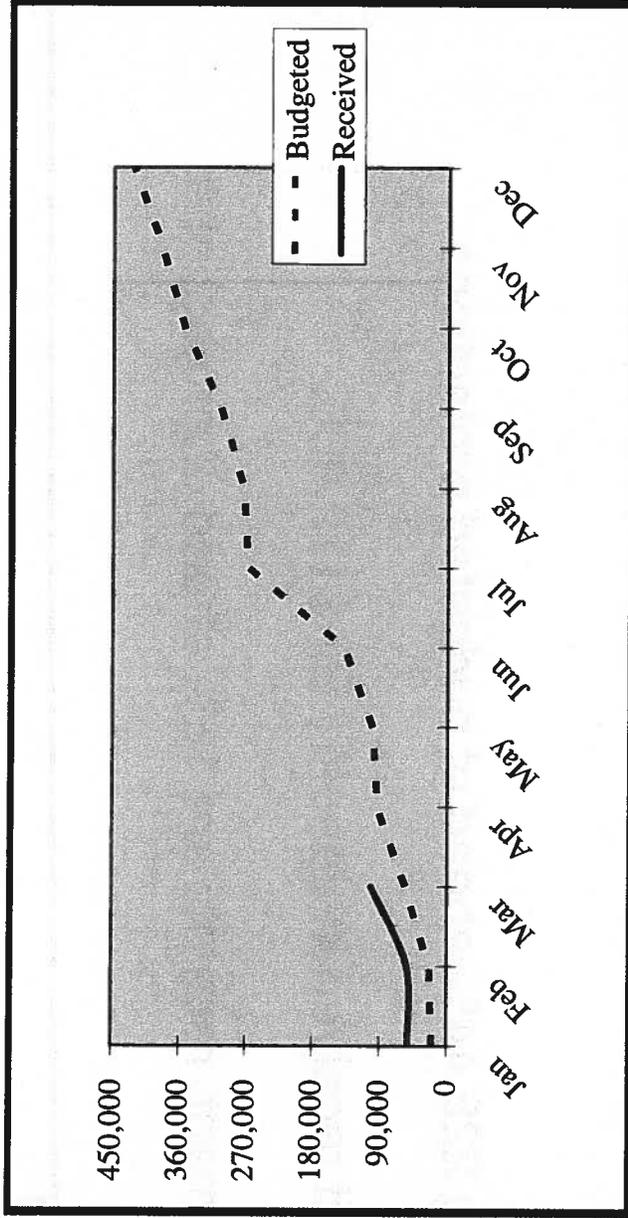
YTD Budgeted	YTD Received	% of Budget
17,889	120,993	576.36%
29,979	148,778	396.27%
53,451	174,483	226.44%
83,363		
113,130		
140,714		
171,359		
192,846		
220,582		
239,680		
256,860		
250,000		
250,000		



Intergovernmental Revenues

- Receipts are running 85.28% ahead of budgeted projections.
- Increase a timing issue with the receipt of a GMA update grant.
- Liquor control board profits slightly ahead of projections.

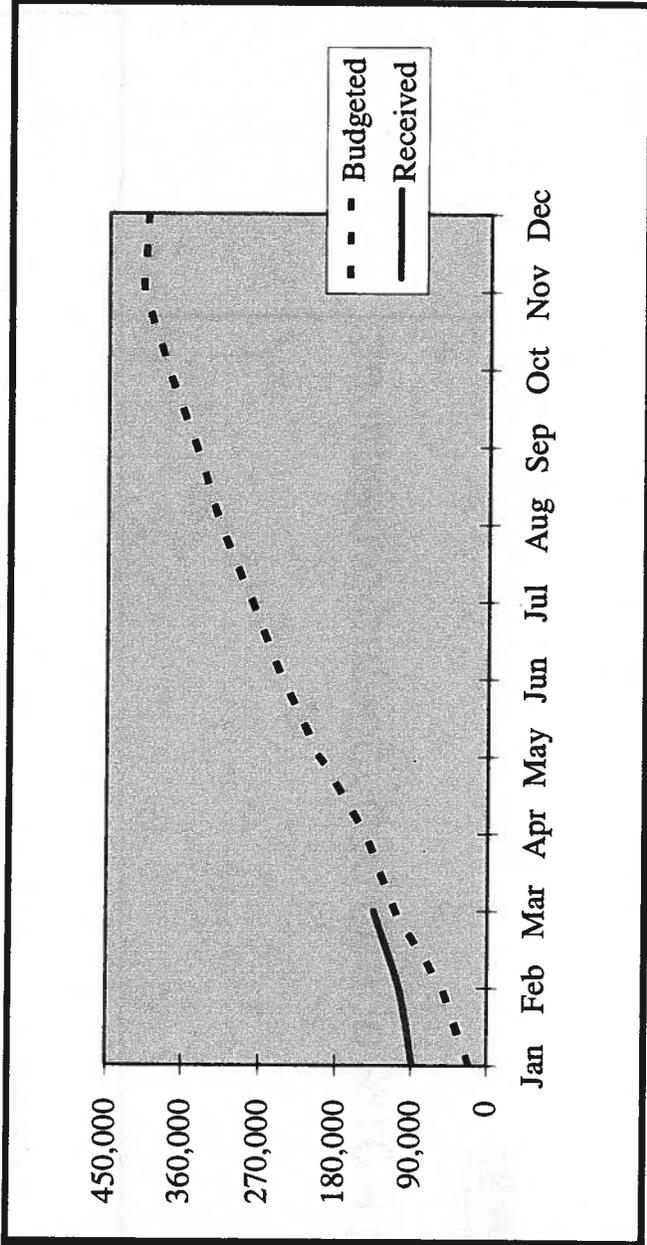
YTD Budgeted	YTD Received	% of Budget
19,512	52,024	166.63%
23,230	53,884	131.96%
54,857	101,636	85.28%
93,535		
99,697		
137,678		
267,793		
273,576		
304,422		
354,391		
385,010		
423,000		
423,000		



Charges for Services

- Receipts are running 23.96% ahead of budgeted projections.
- Plan check and zoning fees are running ahead of schedule.

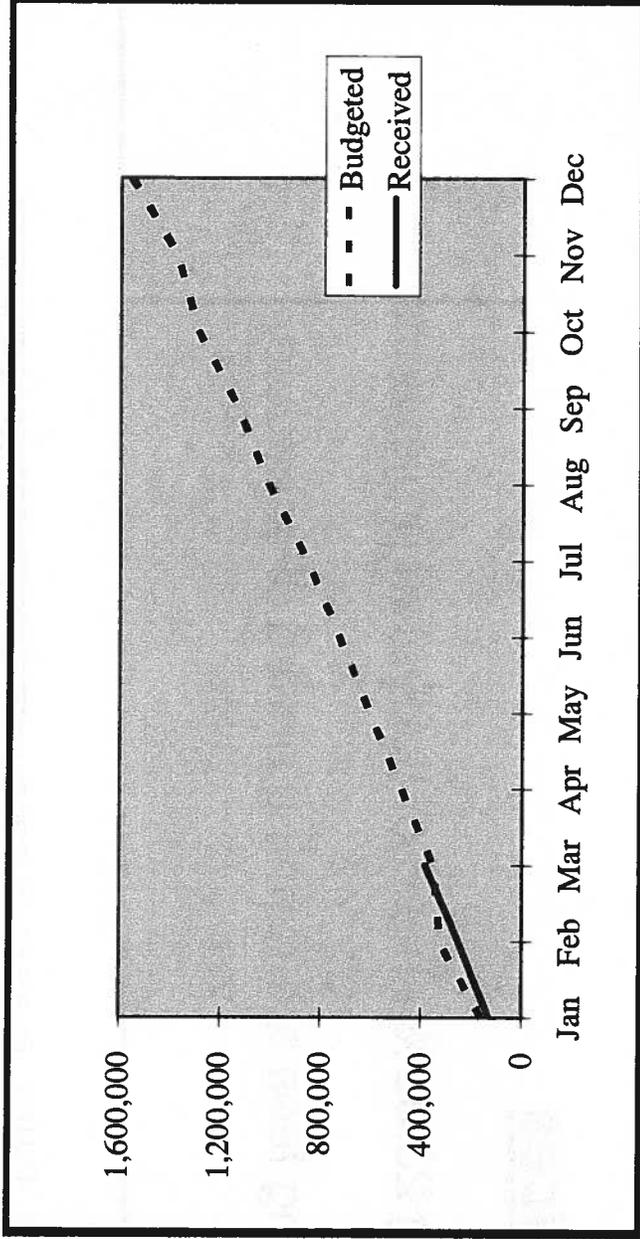
YTD Budgeted	YTD Received	% of Budget
20,535	88,734	332.10%
52,264	104,852	100.62%
109,275	135,457	23.96%
144,459		
199,899		
242,837		
279,634		
316,868		
344,781		
378,914		
408,560		
403,600		
403,600		



All Other Revenues:

- Receipts are running 9.01% ahead of budgeted projections.

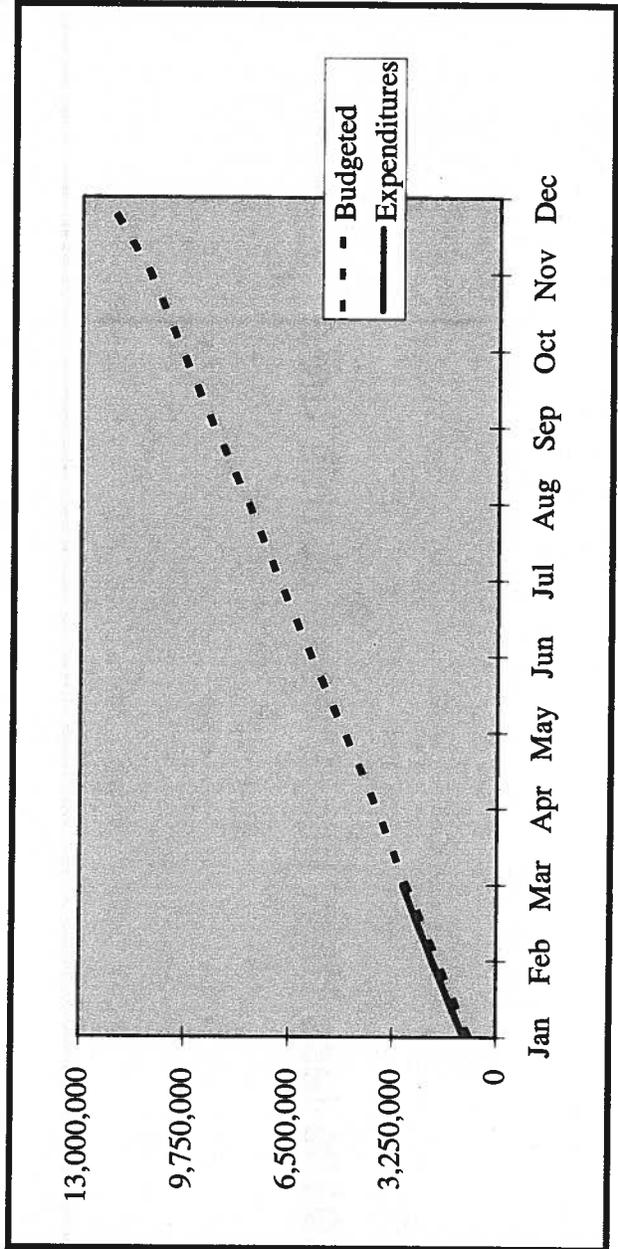
YTD Budgeted	YTD Received	% of Budget
159,720	128,339	-19.65%
324,422	250,855	-22.68%
351,187	382,824	9.01%
475,175		
602,038		
725,501		
853,763		
1,010,249		
1,133,051		
1,291,121		
1,376,768		
1,559,818		
1,559,818		



Total General Fund Expenditures:

- Actual cash expenditures are 4.31% ahead of budgeted projections.
- Not a significant concern at this time.
- Timing of insurance charges plays a role here.

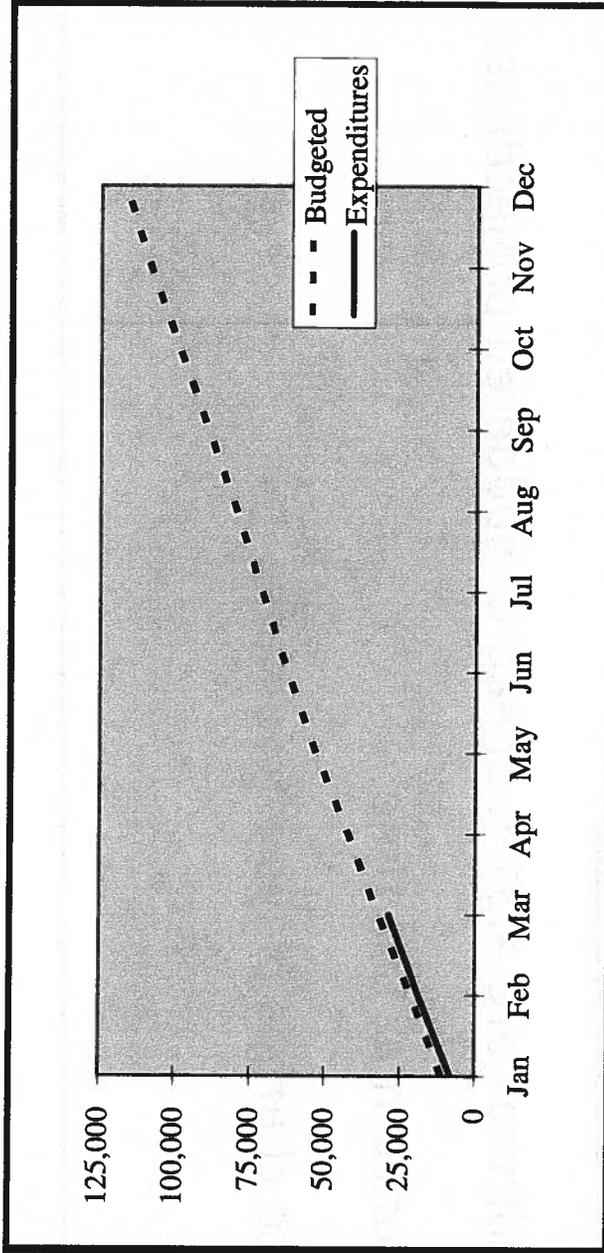
YTD Budgeted	YTD Expenditures	% of Budget
810,817	981,706	21.08%
1,797,831	1,969,244	9.53%
2,804,130	2,924,872	4.31%
3,724,014		
4,761,212		
5,813,759		
6,832,134		
7,806,533		
8,871,635		
9,872,691		
10,866,984		
12,261,431		
12,261,431		



City Council

- Expenditures are 10.91% less than projections at this time

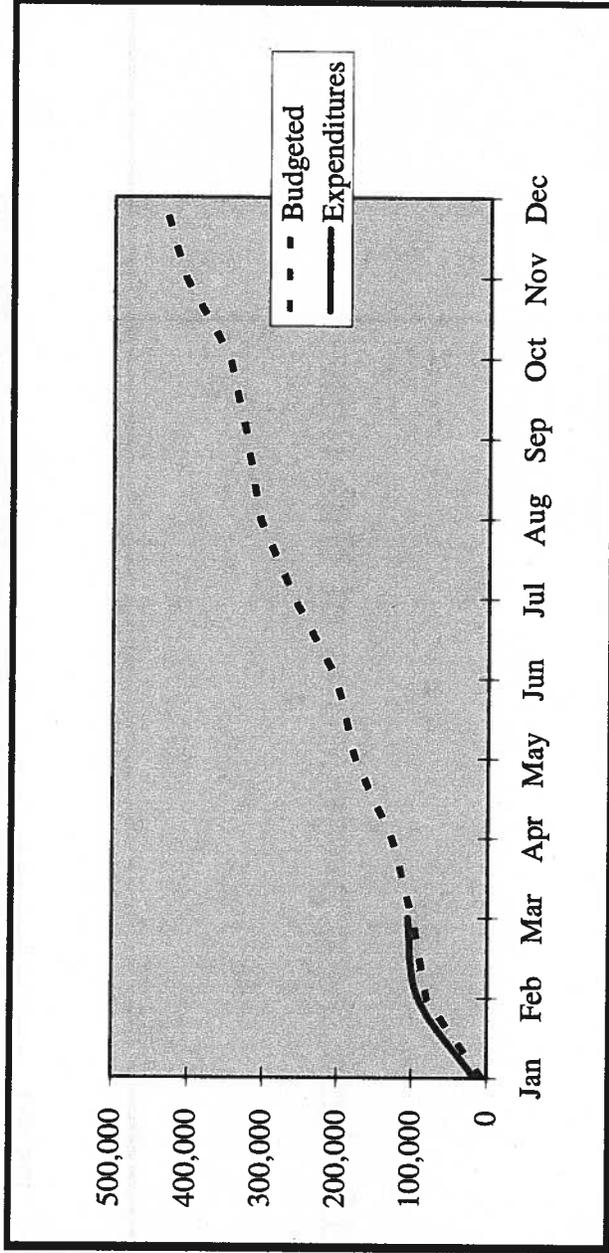
YTD Budgeted	YTD Expenditures	% of Budget
10,967	8,001	-27.04%
21,242	18,663	-12.14%
32,253	28,735	-10.91%
42,248		
53,134		
62,369		
71,091		
79,753		
89,258		
98,834		
108,357		
117,035		
117,035		



Judicial / Municipal Court

- Expenditures are 6.90% ahead of projections at this time.
- This typically varies quarter by quarter throughout the year.

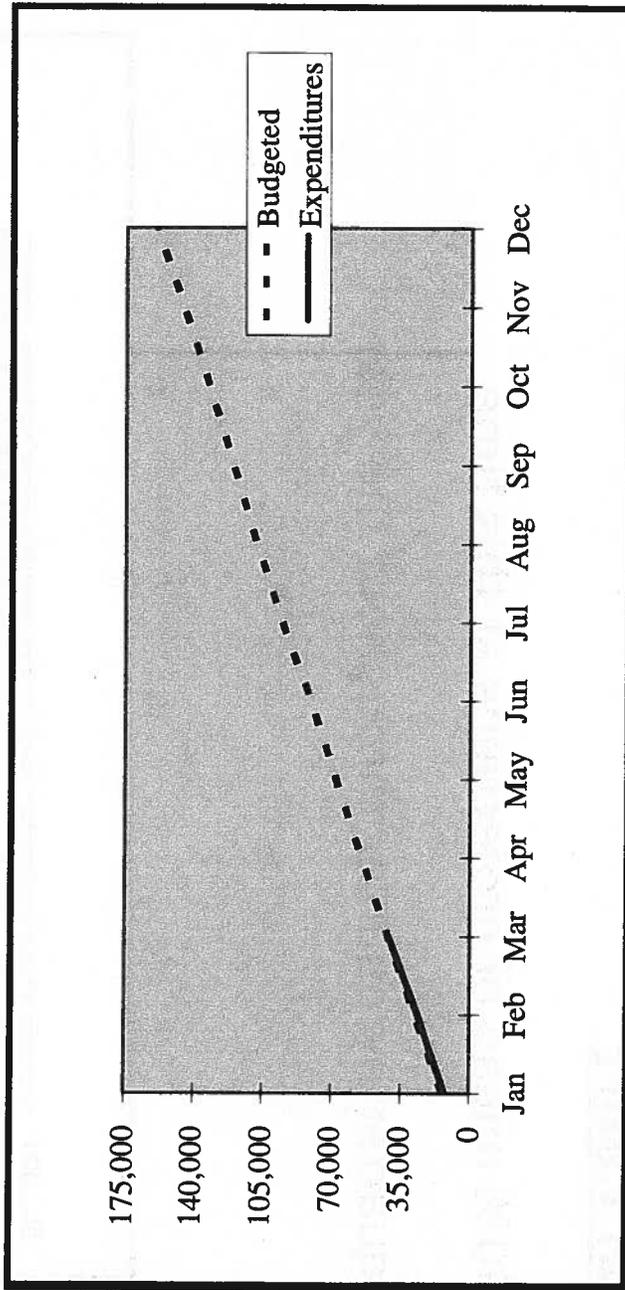
YTD Budgeted	YTD Expenditures	% of Budget
5,527	15,808	186.00%
80,046	91,142	13.86%
98,752	105,562	6.90%
126,985		
176,320		
202,002		
258,922		
305,577		
324,076		
346,742		
406,340		
436,833		
436,833		



Mayor

- Expenditures are 1.01% less than projections at this time.

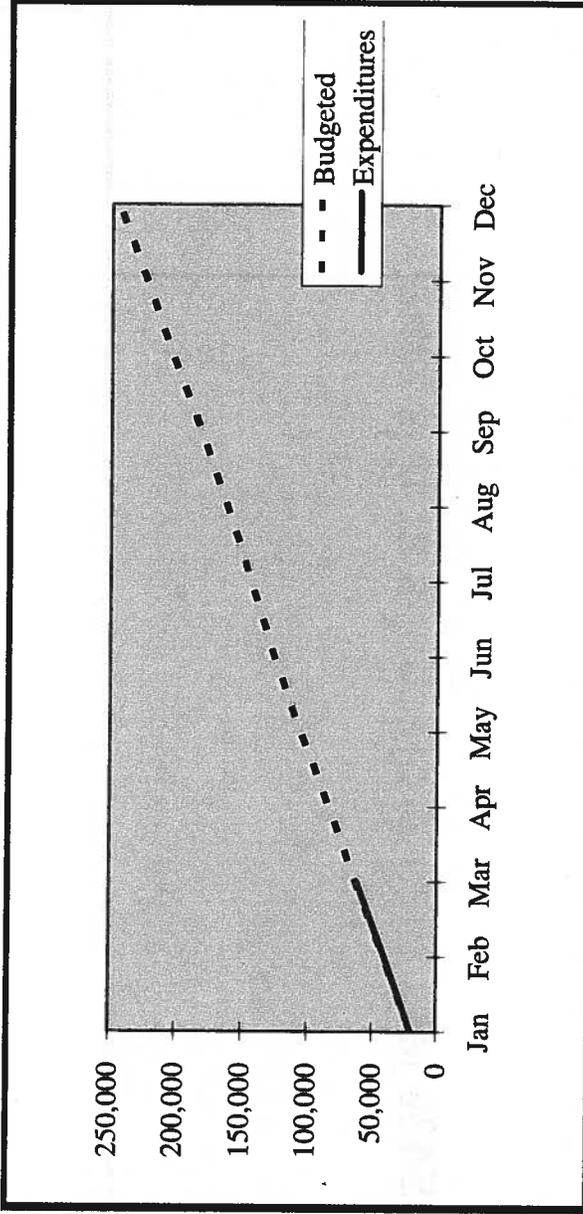
YTD Budgeted	YTD Expenditures	% of Budget
13,527	12,500	-7.60%
27,623	26,182	-5.22%
41,367	40,948	-1.01%
54,434		
67,563		
80,356		
94,828		
108,128		
119,989		
132,447		
145,424		
159,285		
159,285		



City Administrator

- Expenditures are 1.16% less than projections at this time.

YTD Budgeted	YTD Expenditures	% of Budget
19,734	19,866	0.67%
40,875	40,396	-1.17%
62,926	62,194	-1.16%
83,699		
105,547		
125,782		
143,514		
161,637		
181,661		
203,398		
223,054		
244,593		
244,593		

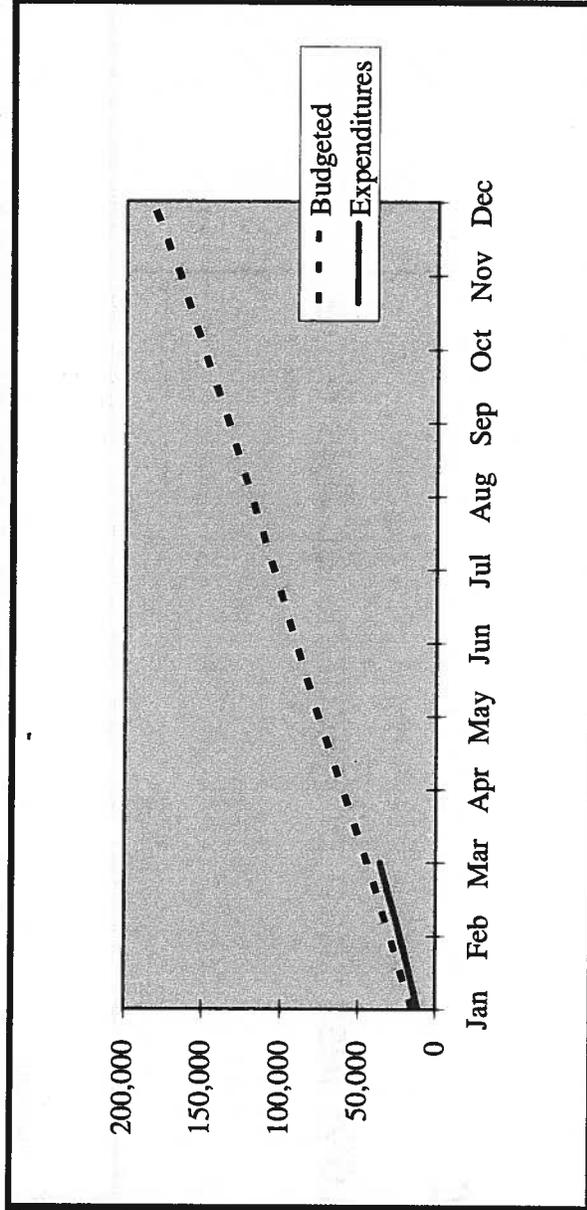


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Human Resources

- Expenditures are 18.54% less than projections at this time

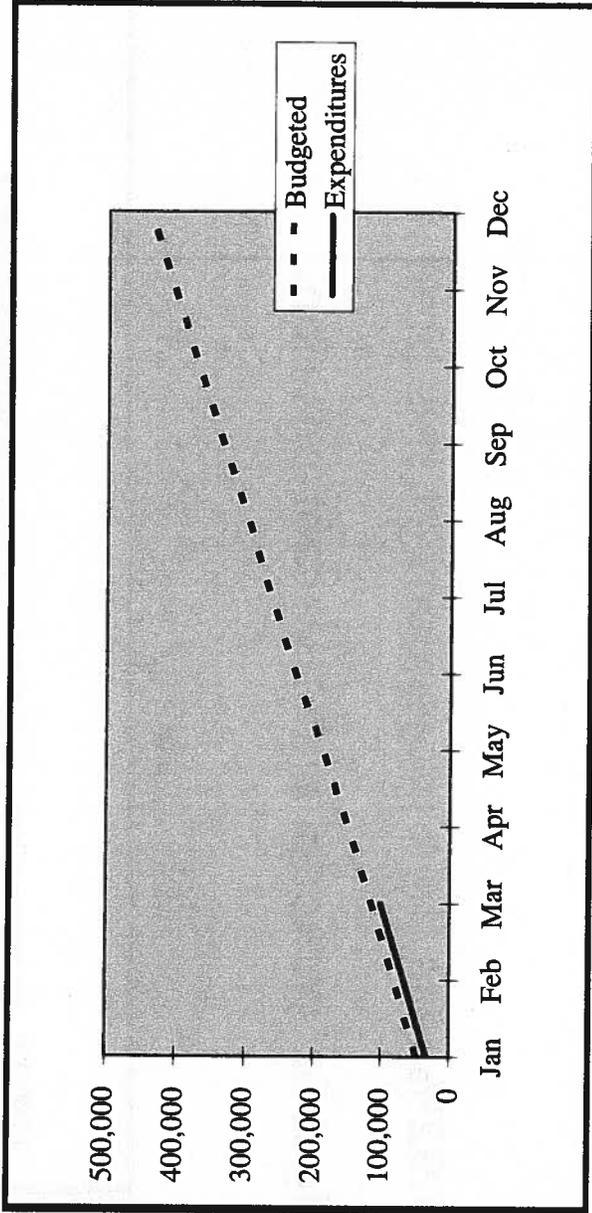
YTD Budgeted	YTD Expenditures	% of Budget
14,843	11,168	-24.76%
29,441	22,797	-22.57%
44,108	35,928	-18.54%
59,939		
76,073		
90,471		
104,764		
119,470		
134,096		
149,780		
165,311		
183,357		
183,357		



Legal

- Expenditures are 11.38% less than projections at this time

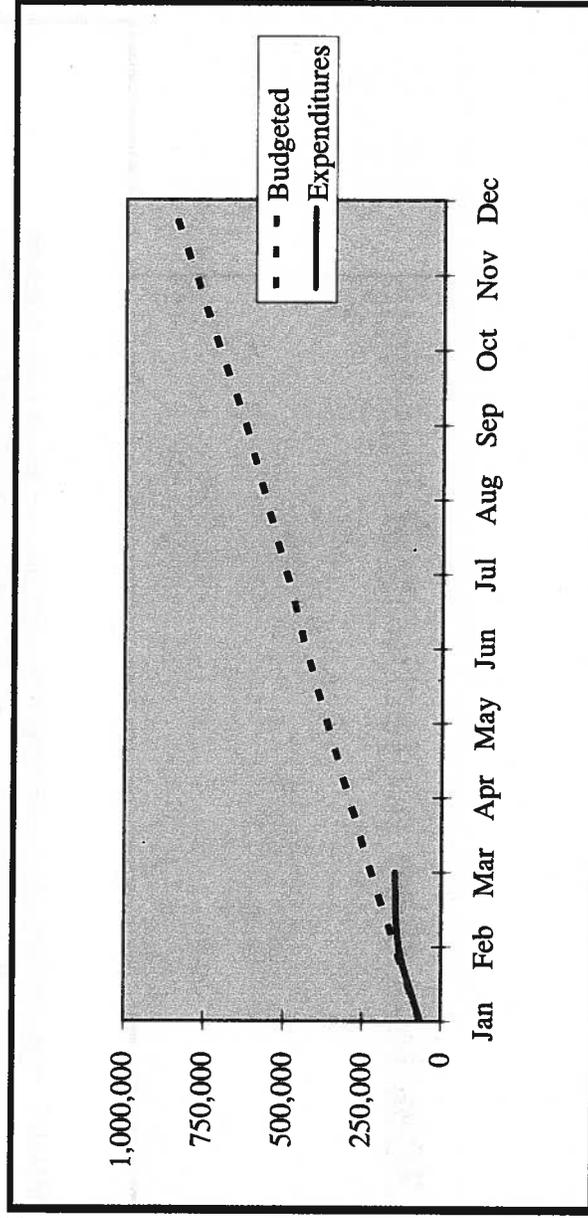
YTD Budgeted	YTD Expenditures	% of Budget
46,991	32,958	-29.86%
79,518	66,171	-16.78%
113,835	100,879	-11.38%
147,518		
185,508		
226,040		
262,062		
296,158		
332,924		
369,184		
404,235		
441,451		
441,451		



Finance

- Expenditures are 33.92% less than projections at this time
- Primarily due to budget for remodel and 1 vacant position.

YTD Budgeted	YTD Expenditures	% of Budget
65,543	64,048	-2.28%
144,914	133,693	-7.74%
223,191	147,474	-33.92%
293,524		
363,783		
431,596		
493,147		
559,253		
623,082		
702,922		
781,488		
860,386		
860,386		

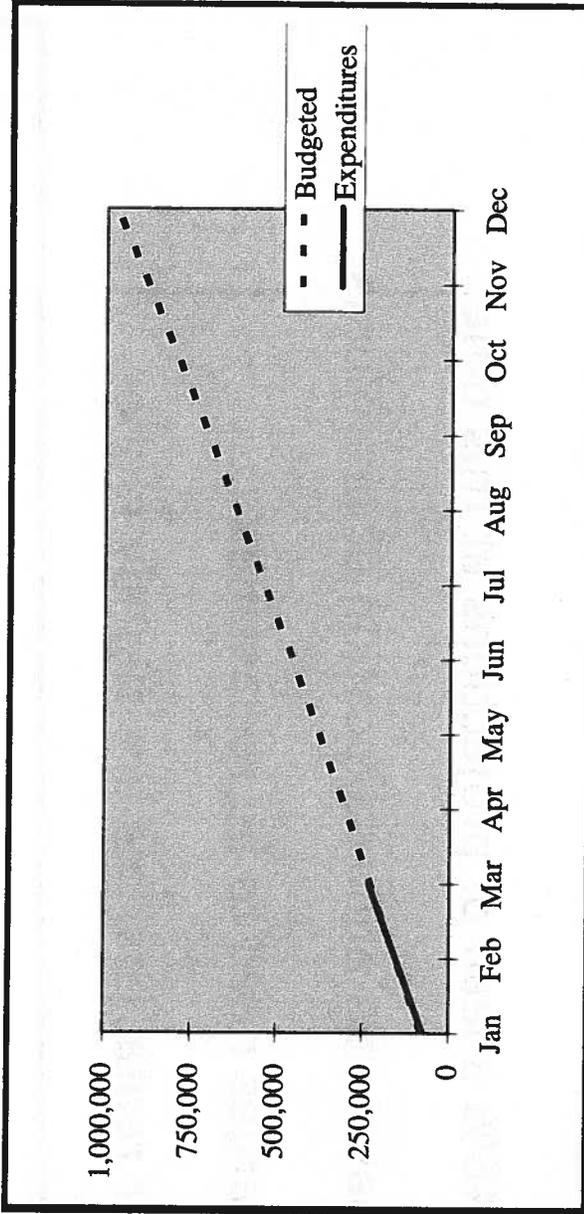


Development Services

- Expenditures are 2.40% ahead of projections at this time.
- Slight increase in personnel benefits.

60

YTD Budgeted	YTD Expenditures	% of Budget
77,905	73,350	-5.85%
153,376	153,275	-0.07%
226,284	231,723	2.40%
298,517		
375,444		
453,703		
538,685		
619,978		
701,588		
790,343		
880,260		
971,386		
971,386		

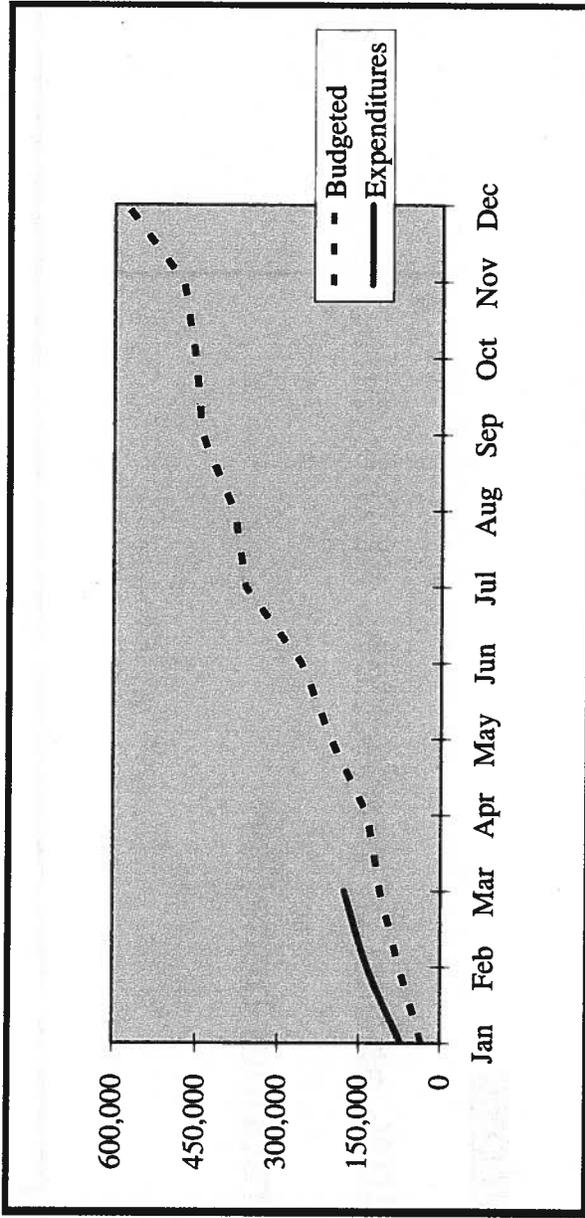


General Governmental

- Expenditures are 59.48% ahead of projections at this time.
- Timing of insurance payments and reallocation of premiums.
- Code enforcement charges need to be reclassified.
- Advertising and copier rental charges are slightly higher.

W

YTD Budgeted	YTD Expenditures	% of Budget
33,798	71,376	111.19%
75,285	134,130	78.16%
111,159	177,277	59.48%
133,807		
202,347		
257,111		
360,422		
381,694		
440,705		
453,419		
475,139		
579,108		
579,108		

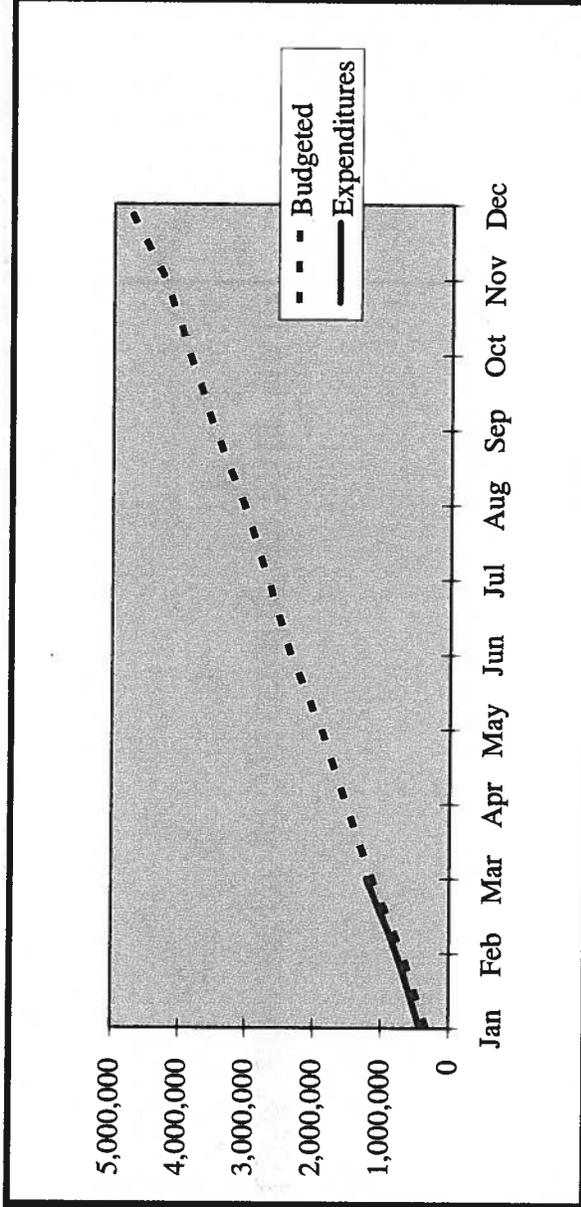


Police

- Expenditures are 7.51% ahead of projections at this time.
- Appear to be in the interfund repair and maintenance costs.

39

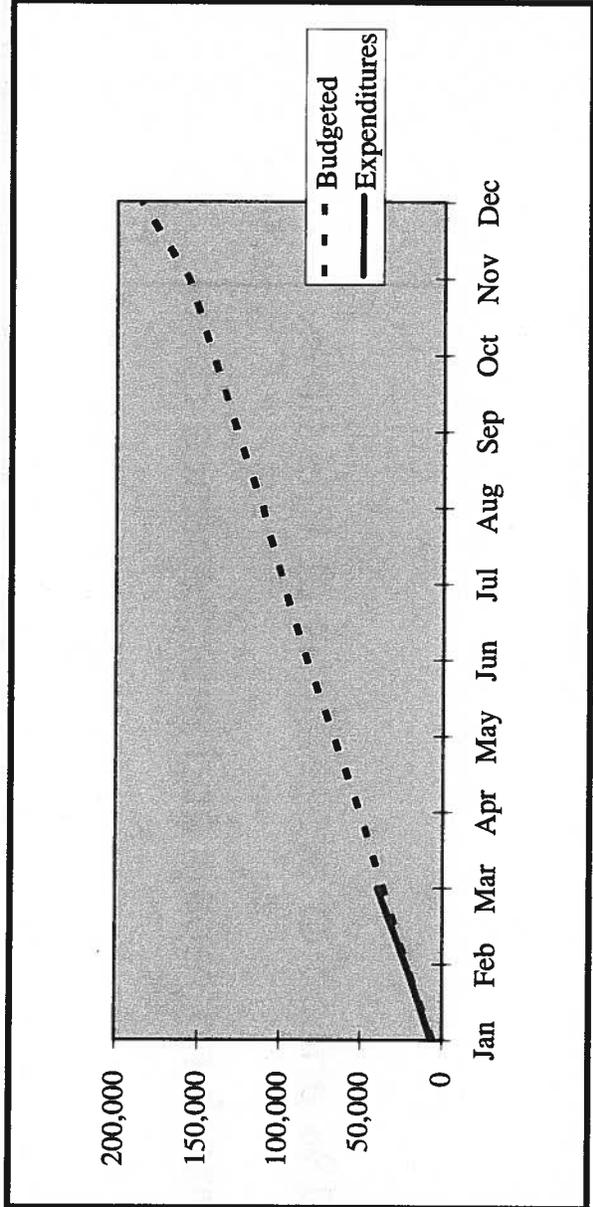
YTD Budgeted	YTD Expenditures	% of Budget
322,775	424,345	31.47%
681,162	771,682	13.29%
1,130,291	1,215,198	7.51%
1,516,011		
1,884,021		
2,333,814		
2,678,353		
3,030,678		
3,476,144		
3,855,633		
4,222,926		
4,802,138		
4,802,138		



Animal Control

- Expenditures are 11.19% ahead of projections at this time.

YTD Budgeted	YTD Expenditures	% of Budget
5,452	6,586	20.81%
21,647	22,179	2.46%
35,655	39,646	11.19%
50,144		
66,274		
82,931		
97,751		
110,744		
126,464		
141,327		
156,358		
185,730		
185,730		

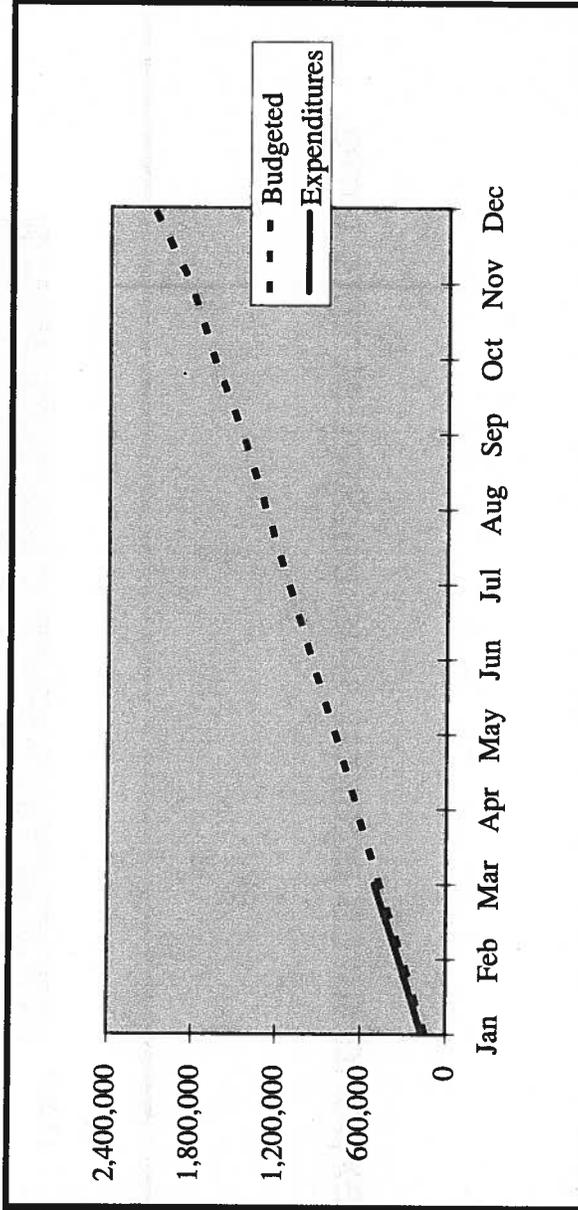


Fire

- Expenditures are 8.22% ahead of projections at this time.
- Maintenance costs and suppression communications costs

YTD	Budgeted	YTD Expenditures	% of Budget
	142,085	166,723	17.34%
	302,537	328,250	8.50%
	465,629	503,889	8.22%
	623,216		
	778,193		
	946,801		
	1,110,969		
	1,276,710		
	1,444,818		
	1,649,649		
	1,824,154		
	2,091,983		
	2,091,983		

WF

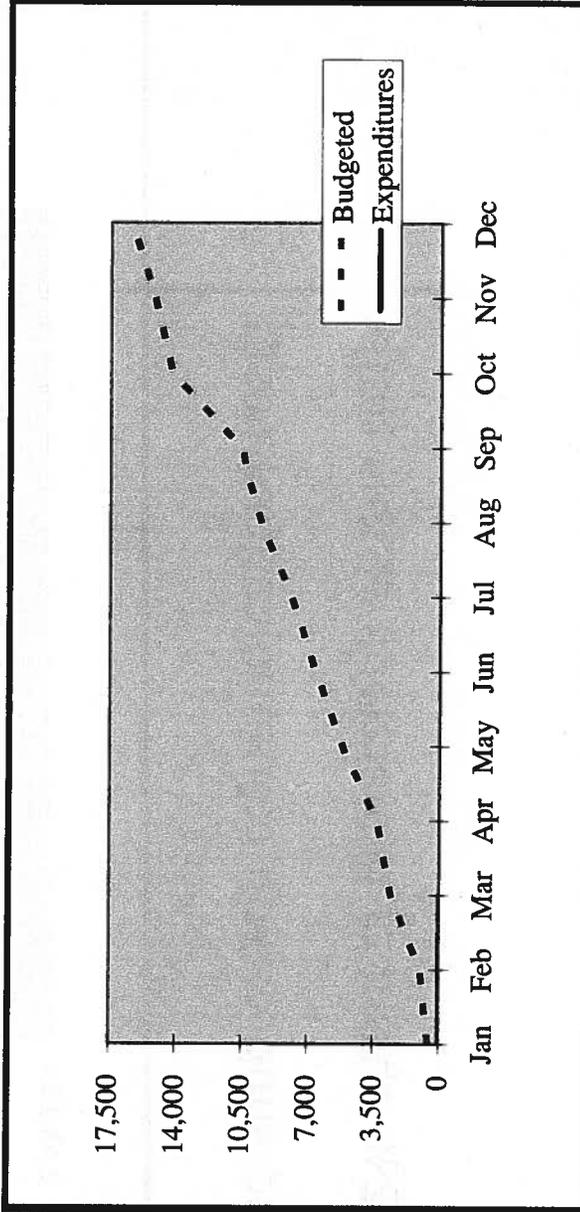


Youth Services

- There have been no expenditures against this budget at this time.

YTD Budgeted	YTD Expenditures	% of Budget
565	0	-100.00%
985	0	-100.00%
2,545	0	-100.00%
3,299		
5,146		
6,577		
7,858		
9,524		
10,574		
14,248		
15,167		
16,400		
16,400		

09

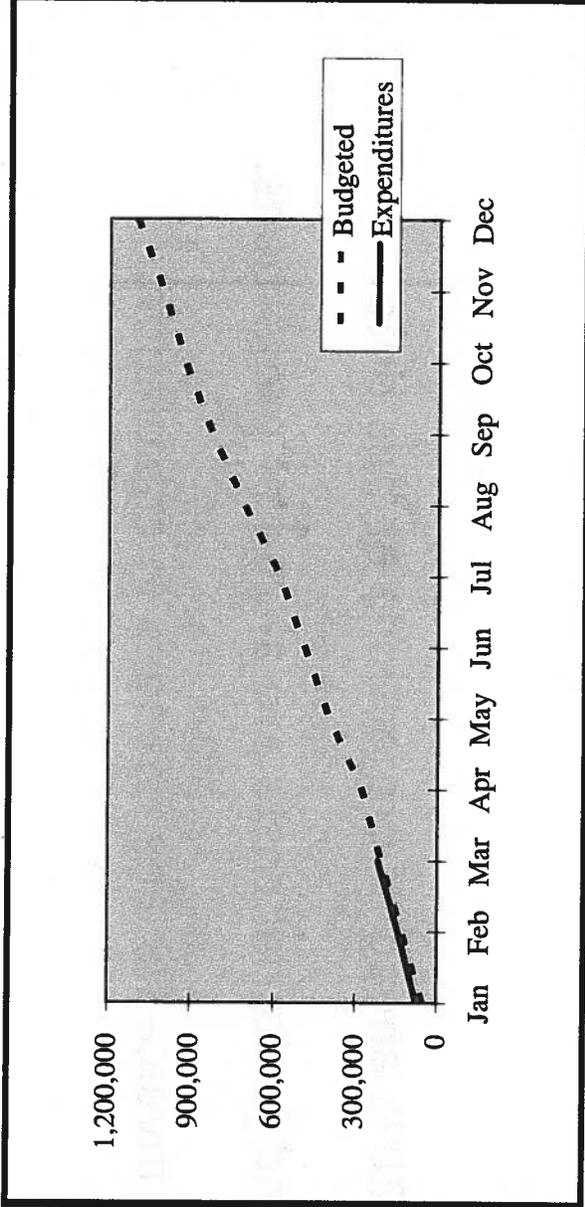


Parks & Recreation

- Expenditures are 6.51% ahead of projections at this time.
- Repairs and maintenance costs are slightly ahead of projections.

66

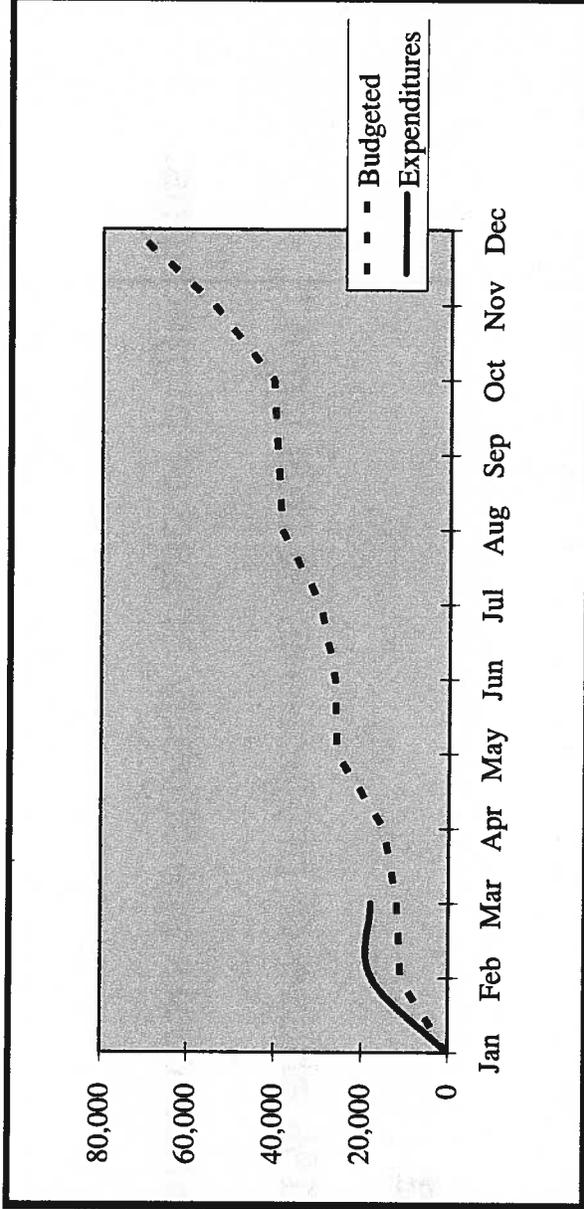
YTD Budgeted	YTD Expenditures	% of Budget
50,746	74,917	47.63%
128,159	143,066	11.63%
204,200	217,492	6.51%
275,836		
396,133		
487,998		
580,204		
708,780		
826,766		
924,373		
1,004,481		
1,098,846		
1,098,846		



Library

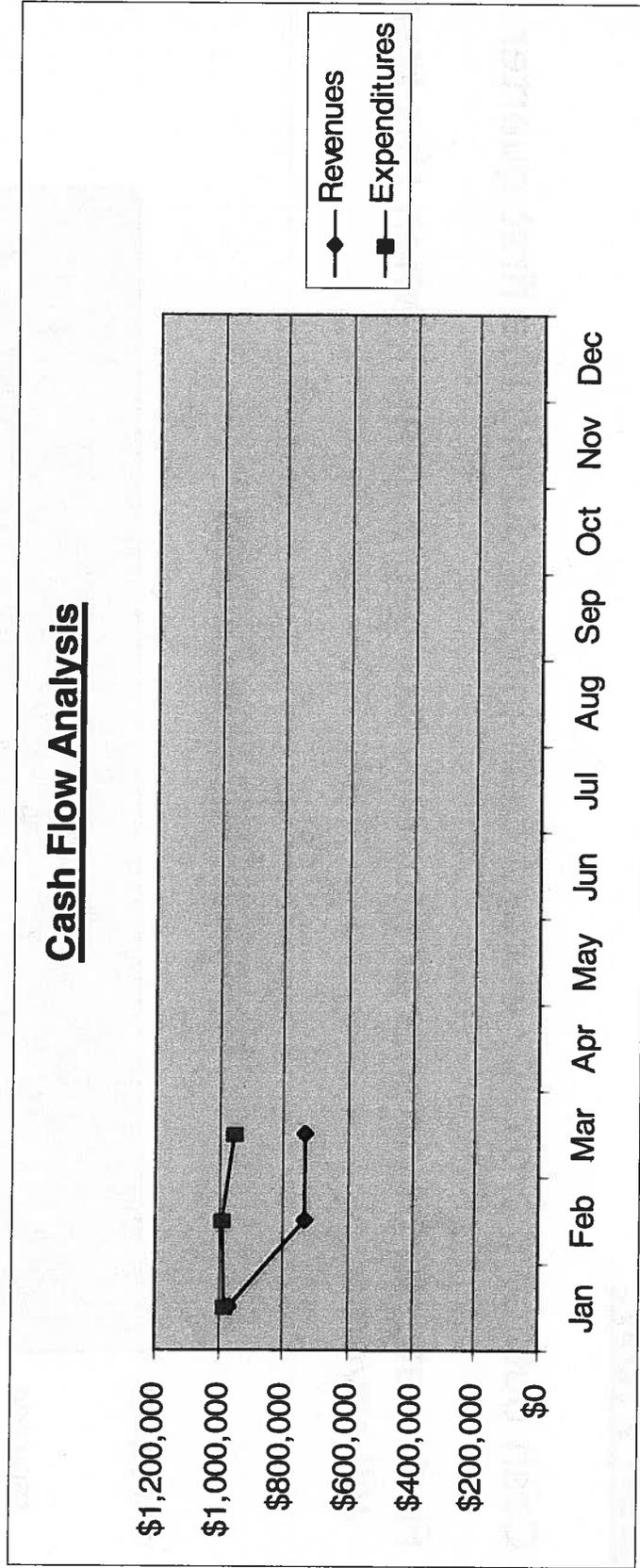
- Expenditures are 50.20% ahead of projections at this time.
- Increase in utilities and janitorial costs are ahead of projections.
- Will be reviewing our invoice for any changes in calculation.

YTD Budgeted	YTD Expenditures	% of Budget
360	60	-83.31%
11,021	17,617	59.85%
11,936	17,929	50.20%
14,836		
25,727		
26,207		
29,565		
38,449		
39,489		
40,392		
54,291		
72,900		
72,900		



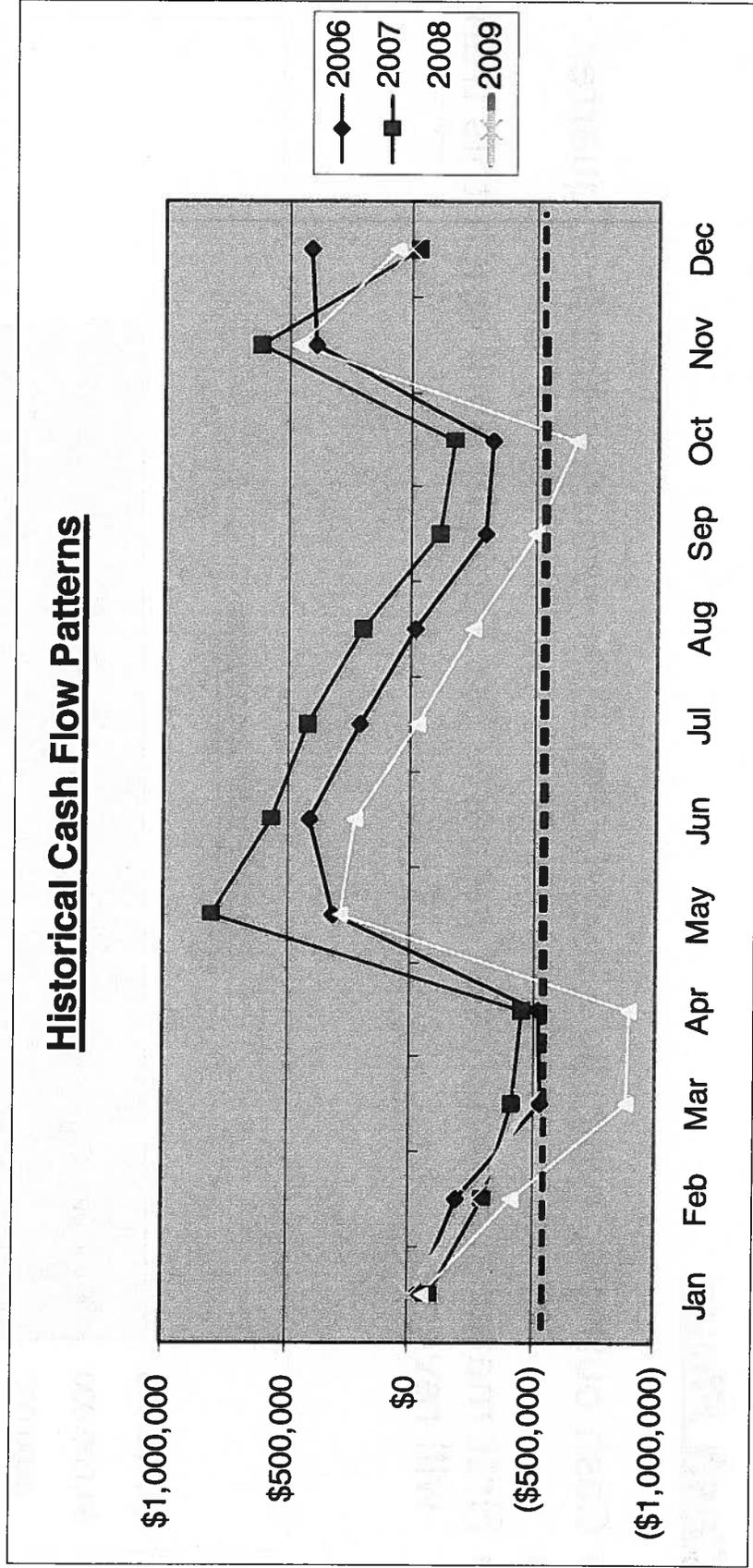
Cash Flow:

- Cash outflows typically exceed cash inflows during the first quarter.
- First material payments of property tax begin in April when this trend will reverse.



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- First material payments of property tax begin in April when this trend will reverse.

Other items:

- All utility funds are within budget and on track for revenues.
- CAPRON funds and motor vehicle fuel tax are 23.25% of budget.
 - Primary funding for Streets and Arterials Funds.
- Impact Fees are running at between 11.25% and 22% of budget.
 - Will need to monitor impact on projects in parks and streets.
 - Determinate will be level of construction activity this spring and summer.
- ± • REET Funds (real estate excise tax) are running at 16.86% of budget.
 - Similar to impact fee activity.

Questions or comments

HP

City of Oak Harbor

OFFICE OF THE MAYOR
JIM SLOWIK
MAYOR



PROCLAMATION IN RECOGNITION OF

NATIONAL MILITARY APPRECIATION DAYS

WHEREAS, the freedom and security that citizens of the United States enjoy today are direct results of the blood shed and continued vigilance given by the United States Armed Forces over the history of our great nation; and

WHEREAS, the sacrifices made by such members of the United States Armed Forces and of the family members that support them have preserved the liberties that enrich this nation, making it unique in the world community; and

WHEREAS, the United States Congress, in two thousand and four, passed a Resolution proclaiming May as National Military Appreciation Month, calling on all Americans to remember those who gave their lives in defense of freedom and to honor the men and women of all of our Armed Services who have served and are now serving our Country, together with their families; and

WHEREAS, the months of May and June were selected for this display of patriotism because during these months we celebrate Victory in Europe (VE) Day, Military Spouse Day, Loyalty Day, Armed Forces Day/Week, National Day of Prayer, Memorial Day, Navy Day, Army Day and Flag Day.

NOW, THEREFORE, WE, Jim Slowik, Mayor, and Councilmembers of the City of Oak Harbor do hereby designate the period **May 1 through June 14, 2009** as a special time to show appreciation for our Military and proclaim it as **National Military Appreciation Days** in the City of Oak Harbor and encourage all citizens to join us in showing our gratitude by the appropriate display of flags and ribbons.

Signed this 19th day of May, 2009

Danny Paggao, Mayor Pro Tempore

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

Bill No. 3

Date: May 19, 2009

Subject: **PUBLIC COMMENTS**

FROM: Jim Slowik, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

- Budgeted Item: Yes No N/A
- Budget Adjustment Required: Yes No N/A
- Funds Available for Appropriation: Yes No N/A
- Budget Strategy Approved: Yes No N/A

 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. 0/A 4A
Date: May 19, 2009
Subject: Contract for Website
Development/Update Services

FROM: Paul Schmidt, City Administrator *PS*

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda item is to review and approve the Professional Services Agreement with "How It Works", 1014 4th Street, Anacortes, WA, for updating and improving the City's current website.

AUTHORITY

Oak Harbor Municipal Code states:

2.310.050 Professional Service Contract. 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.

SUMMARY STATEMENT

On September 15, 2003, the City of Oak Harbor entered into a Consultant Agreement with "How It Works" for the City's website redevelopment project. The purpose of the project was to design a website that would provide current, accurate, and complete information about the City and its activities to the citizens of Oak Harbor and others interested in and affected by the City.

Throughout the years, the website has been updated and maintained by members of City staff,

with "How It Works" providing support when necessary. It has now become necessary to update our website to include new technology and features for greater website functionality. The City's Website Development Team (selected representatives from all City Departments) met on several occasions to discuss what updates are necessary, conducted a citizen's survey as to what would be helpful information on the website and met with representatives of "How It Works" to determine if they would be able to provide the necessary services to update the current website to the desired level. The Website Development Team is satisfied that "How It Works" is fully capable of updating the website to the City's specifications as outlined in Exhibit "A" of the Agreement.

Funding for the website development/update project is budgeted in the 2009/2010 budget for a maximum amount of \$35,000.

STANDING COMMITTEE REPORT

This agenda item was presented to the General Government Standing committee on May 11, 2009.

RECOMMENDED ACTION

It is recommended that the City Council authorize the Mayor to sign the proposed Professional Services Agreement with "How It Works" for the not to exceed amount of \$15,500, and to authorize up to an additional \$5000 for possible amendments to the Professional Services Agreement to include additional work tasks such as video system hosting/administration.

ATTACHMENTS

Proposed Professional Services Agreement with "How It Works".

MAYOR'S COMMENTS

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 19th day of May, 2009, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and "How It Works", 1014 4th St, Anacortes, WA, hereinafter referred to as the "SERVICE PROVIDER".

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

WHEREAS, sufficient CITY resources and expertise are not available to provide web site development services; and

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

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

1. Scope of Services.

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

2. Term.

The Project shall begin on May 26, 2009, and shall be completed no later than November 30, 2009, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

- 3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.
- 3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.
- 3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this agreement based on invoices submitted by the SERVICE PROVIDER. The CITY will process payments within thirty (30) days from receipt of billing invoice.

Billing invoices shall be based on a completed portion of the deliverables defined in the Scope of Work (Exhibit "A"). The total amount to be paid by the CITY to the SERVICE PROVIDER for all work performed under this agreement shall be \$15,500. Billing invoices may be submitted to:

City of Oak Harbor
ATTN: City Administrator
865 SE Barrington
Oak Harbor, WA 98277

- 3.4 The Scope of Work (Exhibit "A") for this web site redevelopment was prepared on a basis of a series of guiding principles developed together by City residents through survey(s), by City Staff and by "How It Works" Staff. The guiding principles and Project Features of this web site redevelopment are provided in Exhibit "B" for design guidance and clarification in sole support of Exhibit "A".
4. Reports and Inspections.
- 4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.
- 4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement.
5. Independent Contractor Relationship.
- 5.1 The parties intend that an independent 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 SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated, the SERVICE PROVIDER 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 SERVICE PROVIDER to remove an employee(s), agent(s) or servant(s) from employment on this Project. The SERVICE PROVIDER may, however, employ that (those) individual(s) on other non-CITY related projects.

7. Hold Harmless/Indemnification.

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

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

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

8. Insurance.

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

8.1 Minimum Scope of Insurance. SERVICE PROVIDER 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: N/A

8.2 Minimum Amounts of Insurance. SERVICE PROVIDER 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: N/A

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

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

8.4 Acceptability of Insurers. N/A

8.5 Verification of Coverage. N/A

9. Treatment of Assets.

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

10. Compliance with Laws.

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

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

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

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

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

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against

discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

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

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

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

13. Changes.

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

14. Maintenance and Inspection of Records.

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

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

15. Other Provisions.

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

16. Termination.

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

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

17. Notice.

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

18. Attorneys Fees and Costs.

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

19. Jurisdiction and Venue.

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

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

20. Severability.

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

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

21. Entire Agreement.

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

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

CITY:

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

SERVICE PROVIDER:

"How It Works"
1014 4th Street
Anacortes, WA 98221

Jim Slowik, Mayor

Chris Terrell, President

Attest:

Connie Wheeler, City Clerk

Exhibit "A"

SCOPE OF WORK

For

CITY OF OAK HARBOR WEB SITE DEVELOPMENT AND UPDATE

The SERVICE PROVIDER, "How It Works", shall perform and accomplish the following work tasks as outlined in this Exhibit and provide all materials and equipment necessary to complete the tasks no later than the stated completion date. It is further understood the following work tasks are:

TASK 1: Design for Look and Feel

- Provide client interviews and discussion during web site development
 - Review concepts with City for design, production and budget
- Create initial web site design samples for review
- Revise initial web site sample based on client review and feedback
 - Incorporate revisions based on final approval by the City
- Create final web page designs
 - City approves final project concept to production

Total Task 1 Cost: \$1,620

TASK 2: Graphic Production

- Prepare look and feel graphic elements
 - Create or revise all new graphic elements
- Format graphics
 - Optimize all graphic elements for network distribution, including conversion of artwork, indexing, reviewing graphics in multiple Internet browsers and making final adjustments of graphic elements.

Total Task 2 Cost: \$1,500

TASK 3: HTML Page Creation

- Enter static content in pages
 - Create static page templates and build HTML elements. Implement initial look and feel into pages and subpages.
- Create link structure

Total Task 3 Cost: \$ 680

TASK 4: Dynamic Page/Database Development

- Develop Databases
- Create forms
 - 10 forms to be prepared
 - Provide Thank You message
 - Sends notifications to email distributions as required
 - Allows administration to manage the distribution emails with each form
- Develop news system
- Devise dynamic page content creation system
 - Allows administration controlled dynamic page creation where the City can add, edit, sort and delete pages and select where the pages show up in the navigation.
 - Develop a system to allow City to add multiple content pages as needed. Service provider will be required to hook the pages up after the new ones are created.
 - Administration allows City to develop content pages using content entry boxes. City will be able to fully enter HTML and code inside boxes.
- Develop blog and FAQ system
 - Three blogs to be wired in.
 - Allows add, edit, delete of events, projects, news releases and happenings.
 - Content is text, photos, links, and pdf content.
 - Blog archive is searchable by date entered.
 - FAQ master page to list all of the City Departments on one page allowing user to interface to additional detailed FAQ pages per Departments.
- Provide maps posting & archive system
 - Allows JPEG and PDF maps to be categorized and archived.
- Provide photo gallery
 - Photo gallery system for Parks, Senior Services, Marina and Planning
 - Gallery allows for add, edit, sort and delete of albums and photo galleries.
- Provide links and search systems
 - Ten initial links to be provided
 - Allow City administration to create, add, edit and remove categories and links to other sites
 - One link system to cover all three pages needed and be separated by category
 - Housed on separate links page, they are formatted as Logo, Photo, Title, Description and Link to PDF and/or URL
- Provide ADA compliance
- Provide Community Alert Network (CAN)
 - Allows users to subscribe and unsubscribe to CAN Newsletter via Outlook.

Total Task 4 Cost: \$6,200

TASK 5: Provide Administration Protocol

- Administration for news system
- Administration for dynamic page creation
- Administration for blog and FAQ

- Administration for maps posting & Archive
- Administration for photo gallery
- Administration for links
- Administration for user control module
- Administration for multi-level page
- Administration for contact forms

Total Task 5 Cost: \$5,500

GRAND TOTAL COST \$15,500

City Obligations

- City will provide all images and copy for the website.
- City will enter all data for items that have administration abilities.
- City will provide timely review and feedback to allow sufficient progress to complete progress.

Optional Work Task(s) to be Mutually Determined at a Later Date

- Video Hosting
- Video Administration

Exhibit "B"

Project features

- Goal: Provided from COH Document:

Guiding Principles

To facilitate effective decision making and analysis throughout the process a series of five principles are to be used to guide the design, content and management for the development of the new website:

- Develop an easily understood and navigable web site which combines all City services.
- Balance design, effectiveness and ADA accessibility.
- Improve communication, and access to City information.
- Provide improved services to the community.

Site Elements and Structure

The site development shall incorporate a structure, tools/services and management that improve the manner in which the City is able to conduct business internally; as well as, a forum for providing services, and access to information externally (citizens, applicants, etcetera).

The following list identifies elements that should be taken into account during the design and development of the site. The web design team is expected to balance these elements within the web site, as well as, those identified in the Departmental Needs Survey, and in the Online Survey Responses documents.

This list is not definitive, nor inflexible; it is expected that as the site develops the most appropriate combination of elements will be included to fulfill the five guiding principles identified above.

- The general requirements of each department are identified in the Departmental Needs Survey chart and should be incorporated into the project by the web designer as much as is practicable.
- The City of Oak Harbor will provide information associated with the brand image generated by UpRoar of Seattle to assist the web design team, including; examples of print media; color specifications; and logos.
- Provide links to all boards and City organizations.
- Develop blog templates and capabilities for the site for various uses within different departments.
- Develop site management tools that help maintain the overall site structure and integrity of the design and functionality. These should be designed with a priority given to consistent functionality of final pages over design flexibility.
- Provide site search functions.

- Video posting functions.
- On-line form functions.
- Incorporate ADA requirements as determined by the City.
- Combine City, Marina, and Fire sites into one.
- Provide pages for all City committees, task forces, and Boards (City will provide list).
- FAQ section(s).
- Overall site structure to be services based (independent of departmental structure).
- Remove services and links to outside organizations not directly linked to the City (City will provide list and verify throughout project).

The lists of navigation points are extensive and included on the attached excel sheet. There are seven types of info here:

- 1) Text Editors – Makes the site universal and easily changed.
- 2) Links – Makes adding and editing links and categories formatted.
- 3) Editable Formatted Content: Updatable content that requires formatting to enable consistency in presentation.
- 4) BLOG
- 5) Links
- 6) Video
- 7) Contact Forms

• **Static content:** There are no static content elements.

• **Dynamic content:** This content is Dynamic and requires updates of greater frequency. All of these modules listed below are admin controlled by client.

- **The bulk of the systems for the Dynamic content is handled with the text editors at the discretion of the COH admin team.** This allows client add edit and delete of text, links, photos, and PDF's. How It Works will create the initial file structure enabling administrators to add pages as they see fit to match their needs.
- Each page will have a search term association box that allows for text key words to be associated with the page, comma delineated, and an additional PDF document association fields allowing add, delete and sort of the associated PDF's with the pages.

○ Homepage

- News System: Allows client admin control to add, edit and delete store and community news events.

- News include: Date, Event Title, Description and link.

- Links Systems show up here as well – please see links.
- Forms & Applications
 - 10 Quoted – Forms to be filled out by site users.
 - We require a full list of all Forms required to properly quote if it will be more than 10.
 - Provides Thank You message.
 - Sends notifications to email distributions as required.
 - Allows admin to manage the distribution emails associated with each form.
- Text Editors with Dynamic Page Creation
 - Pages Quoted without Data Migration from existing site.
 - Web-based HTML text editor within the graphical framework.
 - Dynamic Content Pages & Admin
 - Allows admin controlled dynamic page creation where COH can add, edit, sort and delete pages and select where the page shows up in the navigation.
 - Pages created will be under multi-level admin security settings where users are configured in a user admin to allow access updating info. See below.
 - Develop a system to allow client to add multiple content pages as needed. HIW will be required to hook the pages up after the new ones are created.
 - Admin allows client to develop content pages using content entry boxes. Client will be able to fully enter HTML and code inside boxes.
- Blog Systems
 - Three blogs to be wired in.
 - Allows add, edit, delete of a events, projects, news releases and happenings.
 - Content is text, photos, links, and pdf content.
 - Blog archive and are searchable by date entered.
- (CAN) Community Alert Network
 - Allows users to subscribe and unsubscribe to CAN Newsletter via Outlook.
- FAQ – How Do I:
 - Master page lists all of the departments on one page allowing user to interface to additional detailed FAQ pages for departments.

- Allows add, edit, sort and delete of category, Q & A text.
- 7 FAQ's total with landing page described above.
- Maps Archive and Posting System
 - Allows JPEG & PDF maps to be categorized and archived.
 - 3 Departments requested this functionality and more data is required.
- Photo Gallery Systems (4) for Parks, Senior Services, Marina, Planning for Current & Past Projects and Events
 - Our standard gallery allows for add, edit, sort and delete of albums and photo galleries.
 - Albums include Title, Description and Cover Photo
 - Album Photos include Title, Description, and multiple photos.
- Links Admin
 - 10 quoted
 - Allow client admin to create, add, edit and remove categories and links to other sites.
 - One link system will cover all three pages needed and be separated by category.
 - Housed on separate links page they are formatted as Logo, Photo, Title, Description and Link to PDF and or URL.
- Video Hosting
 - More info is required about the length and total estimated number of videos to best quote this. We do provide the following info for review:
 - If 21,000 viewers watched 1 movie each, and that each movie was an average of 5 minutes, that's 210,000 megabytes, or 210gb a year extra. That's an average of 17.5gb a month, or a 133% increase in bandwidth.
 - We want to discuss video needs in greater detail and attempt to forecast how videos will be used and what the budget considerations are for total numbers of videos hosted as well as transfer.
 - How many total videos to start?
 - What are their lengths?
 - How promoted will they be?
- Simple Search Utility
 - Allows search of all dynamic pages by keyword.
 - Provides list of possible matches.

- Allow users to search for information using associated keywords.
 - Keywords are entered in the admin and can search titles, body text and keywords as well as keywords associated with PDF's.
- Multi-Level Page Admin
 - Create an admin system that allows management of admin access to the site to update and maintain users and their passwords
 - Allow admin update access at the group level where pages are associated under each group i.e. police, fire etc. These pages will be intermixed as the site attempts to provide info & services based content that drills down to the group level.
- ADA Compliance
 - Modify graphical and dynamic displays that are compliant with the level of ADA compliance the COH is striving for.
- Formatting
 - Allow formatting parameters to be set initially that format all dynamic pages to a same font and font size and color determined is the standard during design.
 - For instance text could be set to be black, verdana, font size 10.
- Google Analytics
 - Create Google Analytics Account & Provide this info to client for page view analysis.
- Basic Search Engine Optimization
 - Enter standard Meta Keywords, Title and Description.
 - Provide ALT tags for all content images on the website.

Project Exclusions

- The Web site will be designed and tested for users of Windows operating systems with Internet Explorer 5.0 or newer.
- Users of administrative tools will be required to have Windows operating system with Internet Explorer 5.0 or newer or in the case of the Mac OS Firefox.

Client Obligations

- CLIENT WILL PROVIDE ALL IMAGES AND COPY FOR THE WEBSITE.

WR

- CLIENT WILL ENTER ALL DATA FOR ITEMS THAT HAVE ADMINISTRATION ABILITIES.
- CLIENT WILL PROVIDE TIMELY REVIEW AND FEEDBACK TO ALLOW SUFFICIENT PROGRESS TO COMPLETE THE PROJECT.

Project Development

Project Development for client will include the following basic processes:

Consultation/Content Revisions

Review concepts with client for design, production, schedule and budget considerations.

Design

- Create initial sample concepts for review.
- Incorporate revisions and receive final approval on initial concept.
- Create all final designs for review.
- Incorporate approved revisions.
- Client approves project to production

Production

Graphics:

- Create or revise all new graphic elements.
- Properly format all client material to be included in the project.
- Optimize all graphic elements for network distribution, including conversion of artwork, indexing, reviewing graphics in multiple Internet browsers and making final adjustments of graphics elements.
- Client approves all graphic elements.

HTML Page Creation:

- Create static page templates; build HTML elements. Implement initial look and feel into pages and sub pages.

Dynamic Elements / Database Creation:

- Create all non static elements. These items generally require a back end administration to allow the client to update them via a web browser.

Administration:

- Create all administration elements. These items are the core elements allowing the client to update their dynamic elements.

- Client will add all appropriate content, products and images via admin unless otherwise noted.

Final Project Review, Web Site Verification and Testing

Web site pages are reviewed and approved for content accuracy, design consistency and verification of all links and navigation.

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

Agenda Bill No. N/A HB
Date: May 19, 2009
Subject: Memorandum of
Understanding – State of Washington
Unified Certification Program

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

SUMMARY STATEMENT

In order to request and receive Federal grant funds for local government projects, cities are required to demonstrate compliance with many Federal mandates. One such mandate is membership in the State of Washington Unified Certification Program.

AUTHORITY

49 CFR 26.81 requires all United States Department of Transportation recipients in each state to participate in a Unified Certification Program.

BACKGROUND

The City of Oak Harbor recently provided notification to the Federal Transit Authority to obligate funds to construct the “upland portion” of the Municipal Pier Project. Federal Transit Authority requirements associated with the distribution of funding for the project include the establishment of a Title VI Program, a Disadvantaged Business Enterprise (DBE) Program and membership in the Washington State Unified Certification Program (UCP). Approval of Resolution No. 09-13 will satisfy the UCP requirement for the receipt of FTA funding.

The primary purpose of participation in a Unified Certification Program is to designate an exclusive certification authority as required by 49 CFR Part 26. Chapter 39.19.120 Revised Code of Washington (RCW) designates the State of Washington Office of Minority & Women’s Business Enterprises (“OMWBE”) as the exclusive authority for certification of minority, women, and socially and economically disadvantaged business enterprises for all programs administered by the state of Washington, any city, town, county, special purpose district, public corporation created by the state, municipal corporation, or quasi-municipal corporation within the state of Washington.

City of Oak Harbor City Council Agenda Bill

Authorizing the Mayor to sign the Memorandum of Acknowledgement and Acceptance of the Memorandum of Understanding for State of Washington Unified Certification Program acknowledges the City of Oak Harbor's acceptance and agreement to be bound by the terms and conditions of the Memorandum of Understanding for State of Washington Unified Certification Program approved by the U. S. Department of Transportation on January 31, 2003.

Due to its size, Exhibit C – Participation Plan and Local Agency Guidelines, Chapter 26.2.b is not attached to the MOU. This information is on file in the City Clerk's office for review during normal working hours. All other exhibits are attached hereto.

STANDING COMMITTEE REPORT

None

RECOMMENDED ACTION

Approve Resolution No. 09-13 acknowledging and accepting the Memorandum of Understanding for State of Washington Unified Certification Program and authorize the Mayor to sign the Memorandum of Acknowledgement and Acceptance.

ATTACHMENTS

Memorandum of Acknowledgement and Acceptance.
Resolution No. 09-13.

MAYOR'S COMMENTS

**MEMORANDUM OF ACKNOWLEDGEMENT AND ACCEPTANCE –
MEMORANDUM OF UNDERSTANDING FOR STATE OF WASHINGTON
UNIFIED CERTIFICATION PROGRAM**

The Undersigned hereby acknowledges its acceptance and agreement to be bound by the terms and conditions of the *Memorandum of Understanding For State of Washington Unified Certification Program* (Exhibit 1) approved by the U.S. Department of Transportation on January 31, 2003.

City of Oak Harbor

By _____
Name _____
Title: _____

Dated: _____, 2009

**MEMORANDUM OF UNDERSTANDING
FOR
STATE OF WASHINGTON UNIFIED CERTIFICATION PROGRAM**

The Undersigned hereby enter into this Memorandum of Understanding for State of Washington Unified Certification Program ("UCP Memorandum") effective as of the date of the last signatory hereto:

WITNESSETH:

WHEREAS, the Undersigned constitute all of the recipients of funding and assistance programs administered by the U.S. Department of Transportation ("USDOT"), including its modals, Federal Highway Administration, Federal Aviation Administration and Federal Transit Authority in the state of Washington, that perform certification according to 49 Code of Federal Regulations (CFR) Part 26 and/or 49 Code of Federal Regulations (CFR) Part 23, Subpart F;

WHEREAS, 49 CFR 26.81 requires all USDOT recipients in each state to participate in a Unified Certification Program ("UCP") and to submit an agreement establishing the UCP for approval by the Secretary of USDOT on or before March 4, 2002;

WHEREAS, chapter 39.19.120 Revised Code of Washington (RCW) designates the State of Washington Office of Minority & Women's Business Enterprises ("OMWBE") as the exclusive authority for certification of minority, women, and socially and economically disadvantaged business enterprises for all programs administered by the state of Washington, any city, town, county, special purpose district, public corporation created by the state, municipal corporation, or quasi-municipal corporation within the state of Washington; and

WHEREAS, the operational procedures and guidelines for receipt and administration of federal funding pursuant to 49 CFR Part 26, as variously adopted by the Undersigned (see *Washington State Department of Transportation Disadvantaged Business Enterprise Program: Participation Plan, Local Agency Guidelines Chapter 26.2.b*, and *WSDOT-OMWBE Interagency Agreement*; and Federal Aviation Administration *Certification Statement for Washington Airports*), specifically state that OMWBE has since 1988 been and shall continue to be the exclusive certifying authority for all minority, women, and socially and economically disadvantaged business enterprise programs administered by the state of Washington, any city, town, county, special purpose district, public corporation created by the state, municipal corporation, or quasi-municipal corporation within the state of Washington for purposes of complying with 49 CFR 26.81; now, therefore,

In Consideration of the foregoing recitals, the Undersigned agree as follows:

1. Formation of Unified Certification Program

The Undersigned hereby agree to participate in a Unified Certification Program ("UCP"), the primary purpose of which shall be to designate an exclusive certification authority as required by 49 CFR Part 26.

2. Designation of Exclusive Certifying Authority; Binding Effect

The Undersigned hereby agree as follows:

- 2.1 The Washington State Office of Minority & Women's Business Enterprises ("OMWBE") is and shall continue to be the sole and exclusive certification authority for participation in the USDOT Disadvantaged Business Enterprise ("DBE") program in the state of Washington in accordance with 49 CFR Part 26 and chapter 39.19 RCW (Exhibit A). See also *WSDOT-OMWBE Interagency Agreement* (Exhibit B); *Washington State Department of Transportation Disadvantaged Business Enterprise Program: Participation Plan* and *Local Agency Guidelines, Chapter 26.2.b* (Exhibit C); and *Certification Statement for Washington Airports* (Exhibit D).
- 2.2 The final certification determinations made by OMWBE shall be binding and have the full force and effect of law as may be provided by 49 CFR Part 26.
- 2.3 Only final certification determinations issued by OMWBE prior to the due date for bids or offers on a contract which a firm seeks to participate as a DBE shall be recognized for purposes of award.

3. Duties and Responsibilities of WSDOT

WSDOT shall have the following duties and responsibilities:

Negotiate and administer the *WSDOT-OMWBE Interagency Agreement* (Exhibit B) with OMWBE, the certification authority designated by this UCP. This *Interagency Agreement*, together with the *WSDOT Disadvantaged Business Enterprise Program: Participation Plan* (Exhibit C) shall set forth the specific terms and conditions by which OMWBE shall certify socially and economically disadvantaged business enterprises (DBEs) in the State of Washington according to 49 CFR Part 26 and this UCP Memorandum.

Ensure that OMWBE has sufficient financial and other resources to enable the certification authority to perform its duties and responsibilities according to this UCP Memorandum. Specific funding levels, staffing and other resources for OMWBE is, and shall continue to be established annually and monitored quarterly as provided in the *Interagency Agreement*.

Notify the Undersigned and OMWBE of all regulatory changes, interpretations and other communications affecting the operation of the UCP and/or WSDOT's duties and responsibilities, including without limitation, providing OMWBE with a copy of the

WSDOT *Disadvantaged Business Enterprise Program: Participation Plan* as may be in effect from time to time.

Coordinate and administer any audits, certification performance reviews and/or other requests for information as may be directed to the UCP by USDOT and/or its modals.

4. Duties and Responsibilities of OMWBE

In its capacity as the sole and exclusive certification authority in the state of Washington, OMWBE shall perform the following duties and responsibilities:

- 4.1 Comply with and follow all certification standards and nondiscrimination requirements of 49 CFR Part 26 on the same basis as the Undersigned as set forth in the *WSDOT-OMWBE Interagency Agreement* and *WSDOT Disadvantaged Business Enterprise Program: Participation Plan* as may be approved from time to time, including without limitation, implementation of all USDOT directives and guidance concerning certification matters.
- 4.2 Only process an application for certification from a firm whose principal place of business is outside the state of Washington if the firm has received a certification determination from the designated UCP of the state in which the firm maintains its principal place of business.
- 4.3 Issue administratively final determinations to certify, recertify or remove a firm based upon on applications submitted to it for certification and recertification, appeals, third party challenges, ineligibility complaints, recipient-initiated proceedings, and USDOT directives.
- 4.4 Share its information and documents concerning firms certified in the state of Washington with other state UCPs that are considering the firm's application of certification.
- 4.5 Maintain a unified *DBE Directory* of firms certified by OMWBE pursuant to this UCP that shall contain all of the information required by 49 CFR 26.31 and be available to the public electronically, on the internet, and in print.
- 4.6 Cooperate fully with all oversight, review and monitoring activities of USDOT and the Undersigned, as relates to the implementation and ongoing activities of the UCP.

5. Implementation of UCP

The UCP shall be implemented immediately upon signing of this UCP Memorandum.

6. Authority To Bind

WSDOT represents that it has the authority to bind itself as well as all of the other political subdivisions, entities and organizations that have adopted WSDOT's *Disadvantaged Business Enterprise Program: Participation Plan* as may be approved and in effect from time to time.

7. Counterparts

This UCP Memorandum may be executed in counterparts which when taken together, shall constitute this entire UCP Memorandum.

IN WITNESS WHEREOF, the Undersigned have executed this Memorandum effective as of the last date of all the signatories appearing herebelow and/or on the counterpart(s) made a part hereof.

STATE OF WASHINGTON
Department of Transportation

By /s/ Douglas B. MacDonald
Douglas B. MacDonald
Secretary

Dated: 2/25/02

Aviation Division

By /s/ John Sibold
John Sibold, Director

Dated: 2/27/02

Washington State Ferries

By /s/ Michael Thorne
Michael Thorne, Director

Dated: 2/27/02

Highways and Local Programs Division

By /s/ Kathleen Davis
Kathleen Davis, Acting Director

Dated: 2/27/02

Public Transportation and Rail Division

By /s/ Jim Slakey
Jim Slakey, Director

Dated: 3/01/02

ACCEPTED:

STATE OF WASHINGTON
Office of Minority & Women's Business Enterprises

By /s/ Juan Huey-Ray
Juan Huey-Ray
Acting Director

Dated: 3/01/02

THE UNDERSIGNED representative of the following modal of the U.S. Department of Transportation in the State of Washington* has reviewed the foregoing Memorandum and hereby concurs:

U.S. DEPARTMENT OF TRANSPORTATION

Federal Highway Administration
Washington Division

By /s/ Daniel Mathis
Daniel Mathis, Division Administrator

DATED: 3/06/02

- Representatives of the Federal Transit Authority and Federal Aviation Administration in the State of Washington are unable to review and comment.

EXHIBIT A

RCW 39.19.120

Certification of business enterprises.

The office shall be the sole authority to perform certification of minority business enterprises, socially and economically disadvantaged business enterprises, and women's business enterprises throughout the state of Washington. Certification by the state office will allow these firms to participate in programs for these enterprises administered by the state of Washington, any city, town, county, special purpose district, public corporation created by the state, municipal corporation, or quasi-municipal corporation within the state of Washington.

This state-wide certification process will prevent duplication of effort, achieve efficiency, and permit local jurisdictions to further develop, implement, and/or enhance comprehensive systems of monitoring and compliance for contracts issued by their agencies.

[1987 c 328 § 7.]

Interagency Agreement
Between
Washington State Department of Transportation
And
Office of Minority and Women's Business Enterprises

This Interagency Agreement is entered into this 1st day of July, 2001, between the Washington State Department of Transportation (hereinafter called "WSDOT") and the Office of Minority and Women's Business Enterprises (hereinafter called "OMWBE") to provide mutually advantageous terms for cooperation between the WSDOT and OMWBE to implement the United States Department of Transportation (USDOT) Disadvantaged Business Enterprise (DBE) program.

WHEREAS, WSDOT is required to comply with 49 Code of Federal Regulations (CFR) Part 26 through its assurances and obligations entered into with USDOT; and

WHEREAS, WSDOT and USDOT require and will continue to require that contractors on their federal contracts meet the various applicable DBE requirements by utilizing businesses certified by OMWBE as bona fide DBEs; and

WHEREAS, WSDOT and OMWBE find it mutually advantageous to make the most efficient use of their resources; and

WHEREAS, WSDOT is mandated by the USDOT to conduct an annual review of the DBE certification process to ensure OMWBE's compliance with federal certification requirements.

NOW THEREFORE, WSDOT and OMWBE agree that their respective responsibilities shall be defined as follows:

I. WSDOT Responsibilities

1. WSDOT shall conduct an annual process review of OMWBE's certification of DBE firms to ensure compliance with the various federal regulations. It is agreed between WSDOT and OMWBE that the review shall be conducted during the month of November on a mutually agreed upon date.
2. WSDOT shall be responsible for monitoring DBE firms to ensure the performance of a Commercially Useful Function on WSDOT's federally funded contracts.

3. WSDOT agrees to timely notify OMWBE of any federal law or regulation changes, which may affect the certification process.
4. WSDOT agrees to notify OMWBE of any third party complaints questioning a DBE firm's certification; and, in turn, OMWBE agrees to notify WSDOT of any third party challenge to a DBE proposed certification.
5. WSDOT and OMWBE mutually agree to assist one another in the investigation of third party complaints relating to federal certification requirements.
6. WSDOT agrees to notify OMWBE of determinations of noncompliance pertaining to a firm's failure to perform a Commercially Useful Function and to notify OMWBE of any suspensions or disbarments for cause of any DBE firm.
7. WSDOT agrees to apprise OMWBE of any WSDOT or USDOT training relevant to certification and compliance functions and agrees that OMWBE may use funds from this agreement to pay per diem and travel cost to those staff persons it designates to attend and/or provide these training functions, within the maximum amount specified in Section III below.

II. OMWBE Responsibilities

1. OMWBE shall be responsible for the certification, recertification, and removal of firms wishing to participate or continue to participate in USDOT related programs as DBEs.
2. OMWBE shall be responsible for maintaining necessary federal reporting documentation as required by 49 CFR part 26, including statistical data as required in this regulation and by reference made part of this agreement.
3. OMWBE shall maintain a directory of DBE firms in both electronic and hard copy formats. The directory shall be available on its website (www.omwbe.wa.gov) and shall be updated weekly. The hard copy shall be updated quarterly. The firm listing in the directory shall include its business description and primary NAICS code.
4. OMWBE agrees to cooperate on behalf of WSDOT and USDOT in any reviews of the OMWBE, any firm certified, or being proposed for certification, including firms denied, administratively closed, or removed pursuant to the normal administrative process or resulting from any third party challenge or complaint.

5. OMWBE agrees to conduct on-site reviews prior to the issuance of DBE certification for all firms applying for DBE status. This applies to firms whose primary activities are related to highway construction, transit, aviation or are in support thereof, in determining eligibility for participation in Federal-Aid Transportation programs. In determining what constitutes "activities related to Transportation or activities in support thereof," OMWBE will use as guidance Appendix #1. (The parties agree that the intent of this paragraph is to ensure that those applicant firms who are most likely to engage in transportation related work receive on-site validation.)
6. OMWBE agrees to conduct annual updates and recertifications as required by 49 CFR part 26 of all firms on a priority basis, beginning with:
 - a. Firms who have participated in federally funded highway and ferry projects over the past two years
 - b. Firms who have participated in other federally funded transportation related projects over the past two years
 - c. Firms most likely to participate in federally funded transportation projects
 - d. Firms who potentially could participate in transportation work
 - e. Firms unlikely to participate in transportation related work.
7. OMWBE agrees that in situations where there is disagreement about any interpretation concerning DBE certification requirements, WSDOT will be guided by federal regulation and will be the ultimate authority on the WSDOT/USDOT related DBE program.
8. OMWBE shall designate four (4) FTEs, three of which shall work exclusively on USDOT transportation related DBE requirements.
9. OMWBE will be responsible for the adequate training of its DBE assigned specialists as it relates to 49 CFR Part 26 certification requirements.
10. To facilitate the timely performance of WSDOT's responsibilities under section I above, and upon prior request of WSDOT, OMWBE agrees to make its files and records available to WSDOT and/or USDOT staff for inspection and copying without prior review for possible exceptions from public disclosure. Additionally, and absent any previously scheduled commitments, OMWBE shall make its DBE assigned specialists available to provide such technical assistance as WSDOT and/or USDOT staff may reasonably require for purposes of inspection and copying OMWBE files and records.

11. OMWBE shall provide WSDOT with monthly reports of DBE certification activities. This report will include, but not be limited to, lists of DBE firms certified, recertified, graduated and/or removed, on-site reviews conducted (include names of firms), appeals, court and/or legal reviews, complaints and determinations.

12. OMWBE shall (with the assistance of WSDOT) provide WSDOT with updated DBE "priority"* certification lists.

III. Payment

WSDOT, in consideration of the faithful performance by OMWBE of its function set forth in section II above, agrees to pay OMWBE the lump sum amount of \$262,500.00. This amount shall be payable in four equal payments of \$65,625.00. Partial payments shall be made by WSDOT to OMWBE once per quarter. It is agreed that payment will not constitute approval of the expenditure of these funds and that, if a state audit should reveal discrepancies, all required adjustments will be made by OMWBE.

Estimate of cost:

Salaries for four FTEs	\$183,750.00
Benefits	52,500.00
Travel	21,000.00
Space, Supplies, Misc. exp.	<u>5,250.00</u>
Total Budget amount	\$262,500.00

IV. Terms of Agreement

This agreement shall be effective from July 1, 2001 to June 30, 2002, unless one of the following occurs:

1. Federal approval of the certification responsibility delegated by WSDOT is withdrawn; in which case, this agreement is effectively terminated on the date of notification, or this agreement is terminated.
2. The agreement is amended or terminated by written amendment or termination** signed by WSDOT and OMWBE.

* (Those firms found under Part II, Section 6, Subsections a. & b.)

** (Either party may terminate the agreement upon thirty (30) days written notice.)

V. Inspection of Cost Records

OMWBE shall keep available for inspection by representatives of the WSDOT and the USDOT, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving records is completed.

Copies of these records shall be furnished when requested by a representative of WSDOT or the United States Department of Transportation.

In witness, whereof, the parties hereto have executed this AGREEMENT as of the day and year first written above.

Douglas B. MacDonald
Douglas B. MacDonald Date
Secretary,
Washington State Department
Of Transportation

Juan Huey-Ray 9/17/01
Juan Huey-Ray Date
(Acting) Director,
Washington State Office of Minority
and Women's Business Enterprises

APPROVED AS TO FORM ONLY:

Andrew Scott
Assistant Attorney General Date
(WSDOT)

Alicia E. Haller 9/17/01
Assistant Attorney General Date
(OMWBE)

APPENDIX # 1

In accordance with Section II OMWBE Responsibilities: in the FY2001 Interagency Agreement, the following Classification Codes are recommended to assist OMWBE in prioritizing new applicant request for DBE certification. These Classification Codes have work specialties that highway and ferry construction, transit, and aviation firms would most likely be classified under. This selection is to be used as a guide and is not intended to substitute the judgment of the classifier or circumvent the provisions set forth in 49 CFR Part 26.

NAICS CODES

115116, 54169, 54132, 56173, 212321, 23332, 23331, 23411, 23412, 23491, 23492, 23493, 23499, 23511, 23521, 23531, 23541, 23542, 23543, 23551, 23552, 23561, 23542, 23571, 23581, 23591, 23592, 23593, 23594, 23595, 23592, 56291, 23599, 332312, 332323, 337215, 33636, 332117, 332439, 33251, 332919, 332999, 335129, 33422, 33429, 48839, 336611, 334511, 562111, 562112, 562119, 48411, 48422, 484121, 484122, 48421, 48423, 49211, 49221, 532411, 48831, 48833, 48839, 488111, 488119, 56172, 48819, 488999, 561599, 541614, 48851, 51331, 51333, 51334, 56292, 562211, 562212, 562213, 562219, 488119, 56291, 562998, 42131, 44419, 42132, 44419, 42139, 42143, 44312, 42144, 42151, 44419, 42161, 44419, 42172, 42173, 42174, 42181, 42182, 44421, 42183, 42183, 42184, 42185, 44612, 42186, 42269, 42272, 42292, 42293, 44422, 54189, 42299, 445292, 31133, 31134, 44521, 446191, 445299, 72211, 722211, 722212, 722213, 72231, 72232, 44611, 451211, 45112, 45322, 45311, 451212, 44612, 45391, 45392, 443112, 453998, 52421, 524291, 524292, 524298, 81143, 81299, 81293, 812199, 54181, 54143, 56179, 56172, 23499, 532412, 53221, 53231, 532299, 532412, 532411, 562991, 53242, 53249, 541511, 51121, 334611, 541512, 51421, 541519, 541199, 54137, 54141, 54142, 54143, 54189, 54193, 54135, 54199, 56192, 561499, 56199, 561990, 811118, 811122, 811191, 48841, 811198, 54133, 54131, 54136, 54137, 541211, 541214, 541219, 54171, 54172, 54191, 54138, 56111, 23, 541611, 541612, 541613, 541614, 54182, 56121, 61171, 54169, 54132, 54133, 541618.

Italicized, non-bold numbers are FAA only.

Exhibit D

Certification Statement for Washington Airports

Certification (26.61 - 26.91)

The *name of recipient* is bound by the Revised Code of Washington (RCW) 39.19.120, effective 1988 (see Attachment A) to use the Office of Minority and Women's Business Enterprises (OMWBE) as the sole certification authority for all DBEs in the state. Therefore, OMWBE is the Unified Certification Program used in Washington State. OMWBE uses the certification standards of Subpart D of part 26 and the certification procedures of Subpart E of part 26 to determine the eligibility of firms to participate as DBEs in DOT assisted contracts. To be certified as a DBE, a firm must meet all certification and eligibility standards. OMWBE makes certification decisions based on the facts as a whole.

Process

OMWBE certification procedures including the application form, documentation requirements, recertifications, appeal procedures, notices of change requirements, and personal net worth are found in the Washington State DOT (WSDOT) DBE Program Participation Plan, Chapter XXVIII "DBE Eligibility Certification Procedures" (Attachment B).

For information about the certification process or to apply for certification, firms should contact OMWBE at (360) 753-9693 or visit their website at <http://www.omwbe.wa.gov>.

Certification Appeals

Any firm or complainant may appeal OMWBE's decision in a certification matter to DOT. Such appeals may be sent to:

Department of Transportation
Office of Civil Rights
Certification Appeals Branch
400 7th St. SW, Room 2104
Washington, DC 20590

OMWBE will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., certify a firm if DOT has determined that denial of its application was erroneous).

OMWBE has a system for administrative appeals of certification decisions as described in Attachment B. Use of the OMWBE appeals process is not a remedy that a firm needs to exhaust prior to making a certification appeal to DOT under 26.89.

RESOLUTION NO. 09-13

A RESOLUTION BY THE CITY OF OAK HARBOR ACKNOWLEDGING AND ACCEPTING THE MEMORANDUM OF UNDERSTANDING FOR STATE OF WASHINGTON UNIFIED CERTIFICATION PROGRAM

WHEREAS, in order to request and receive Federal grant funds for local government projects, cities are required to demonstrate compliance with many Federal mandates; and

WHEREAS, the City of Oak Harbor recently provided notification to the Federal Transit Authority (FTA) to obligate funds to construct the "upland portion" of the Municipal Pier Project; and

WHEREAS, FTA requires membership in the Washington State Unified Certification Program (UCP); and

WHEREAS, the primary purpose of participation in a Unified Certification Program is to designate an exclusive certification authority as required by 49 CFR Part 26; and

WHEREAS, Chapter 39.19.120 Revised Code of Washington (RCW) designates the State of Washington Office of Minority & Women's Business Enterprises ("OMWBE") as the exclusive authority for certification of minority, women, and socially and economically disadvantaged business enterprises for all programs administered by the state of Washington, any city, town, county, special purpose district, public corporation created by the state, municipal corporation, or quasi-municipal corporation within the state of Washington; and

WHEREAS, the Memorandum of Acknowledgement and Acceptance of the Memorandum of Understanding for State of Washington Unified Certification Program acknowledges the City of Oak Harbor's acceptance and agreement to be bound by the terms and conditions of the Memorandum of Understanding for State of Washington Unified Certification Program approved by the U. S. Department of Transportation on January 31, 2003.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oak Harbor, Washington, that the City of Oak Harbor acknowledges its acceptance and agreement to be bound by the terms and conditions of the Memorandum of Understanding for State of Washington Unified Certification Program approved by the U. S. Department of Transportation on January 31, 2003.

PASSED by the City Council of the City of Oak Harbor and approved by its Mayor this 19th day of May, 2009.

CITY OF OAK HARBOR

MAYOR

ATTEST:

City Clerk

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

Agenda Bill No. C/A 4C
Date: May 19, 2009
Subject: Noise Permit – Home Connection

FROM: Paul Schmidt, City Administrator *PS*

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from the Home Connection for amplified sound associated with a picnic/BBQ event.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

The Home Connection has submitted a Noise Permit request for amplified sound associated with a picnic/BBQ event to recognize kindergarten – high school graduation of home schooled students associated with the Oak Harbor School District. The event will be held on Friday, June 12, 2009. The amplified sound will consist of a loud speaker for use in announcing graduate names and games.

The Application was reviewed by Fire, Police, and Public Works Departments. No conditions of approval were requested.

STANDING COMMITTEE REVIEW:

Not required.



RECOMMENDED ACTION:

Grant a noise permit for amplified sound to the Home Connection.

ATTACHMENTS:

Special Event Permit/Noise Permit Application.
Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Organization: Home Connection

Location of Event: Gazebo and surrounding area at
Windjammer Park

Date of Event: June 12, 2009

Hours of Operation: 9:00 a.m. to 5:00 p.m.

Permitted Noise: Amplified sound associated with a
microphone and sound system.

Approval Conditions: None

Date of City Council
Approval:

Issued this ____ day of ____, 2009.

Karen Crouch, Special Events Coordinator

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

Please post this notice on site

Dismantling Date/Time: June 12, 2009 5:00pm

Number of Staff/Volunteers: Parents will attend with their student

Estimated Number of Participants: 300

LOCATION/SHEET TO BE USED (describe area to be used, attach map/route plan):
Gazebo, smoke house, kitchen at Windjammer park

Special Considerations – Will there be:

Amplified sound indoors? no outdoors? yes
(May require a noise permit, which is granted by the City Council)*

Alcohol? (Please circle) YES NO

Animals? (Please circle) YES NO number _____ species _____

Booths/Commercial Vendors: (Please circle) YES NO

Cooking/Food Service: (Please circle) YES NO

Fire/Fireworks/Pyrotechnics: (Please circle) YES NO

Mechanical Rides: (Please circle) YES NO (If yes, requires additional permit)

Portable Restrooms: (Please circle) YES NO How Many? _____ Some restrooms must meet ADA requirements.

Signs: (Please circle) YES NO

Stage: (Please circle) YES NO

Other special considerations: n/a

List any special signs/barricades/cones requested to be supplied by City. n/a

***NOISE PERMIT INFORMATION**

Oak Harbor Municipal Code Section 6.56.030 contains provisions which restrict or prohibit certain unnecessary noises, such as sound systems, loudspeakers and amplified music on any street or public place of the City.

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

To obtain a Noise Permit, please provide the activities you wish to carry out and the noise requirements of your event. Kindergarten / High school graduation recognition over loud speaker. Directions for games to be announced over loud speaker.

A copy of OHMC Section 6.56.030 may be obtained upon request.

Public Relation: Please state what efforts, if any, have occurred, or you intend to make, to notify residents or businesses that will likely be affected by your event. Please attach any letters of support. If permit is granted it will be the responsibility of event organizers to alert those likely to be impacted. (i.e. street closures, no parking zones, noise, etc.) _____

ATTACH COPIES OF BROCHURES, POSTERS, FLYERS, OR MAILINGS ADVERTISING THIS EVENT

INSURANCE – The City does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Depending on the type of event you are planning, and the activity and risk level of your group, you may be required to obtain bodily injury and property damages liability insurance in accordance with City policy, name the City as an **additional insured** on the policy, and be responsible for obtaining said insurance. After reviewing this application, the City will determine whether you must obtain liability insurance.

HOLD HARMLESS – Applicant/Permittee/User shall defend, indemnify and hold harmless the City of Oak Harbor, its agents, employees and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the organization, the organization’s employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the organization, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the City.

Date: 5-8-07

Signature of Applicant: 

Organization/Title: HOME CONNECTION

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to Justin Krueger on behalf of VAQ 129.

ATTACHMENTS:

Special Event Permit/Noise Permit Application.
Noise Permit.

MAYOR'S COMMENTS:

5/13/09 / 5/13/09



SPECIAL EVENT PERMIT/NOISE PERMIT

APPLICATION INFORMATION:

Please check the event type:

- Athletic Event
- Marina Event
- Carnival
- Noise Permit
- Car Show
- Parade
- City Facility Reservation
- Park Event
- Other

Name of Applicant/Organization: JUSTIN D. KRUEGER VAO-129

Person in Charge: JUSTIN KRUEGER Address: _____

Phone Number: Daytime: _____ 39 Work: _____ 6 Email: _____

Additional Authorized Individuals: _____

Phone Number: Daytime: _____ Work: _____ Email: _____

Emergency Contact: _____

Phone Number: Daytime: _____ Work: _____ Email: _____

Type of Activity Planned (describe event): SQUADRON PICNIC //

Is this an event involving political or religious activity intended primarily for the communication or expression of ideas? (Please circle) YES **NO**

Will Participants Pay a Fee or Make a Donation? (Please circle) YES NO

Will City Services/Street Closures/Equipment be required? If so, please describe: Volley ball courts & basket ball courts

Date(s) of Proposed Event: 5 JUNE 09

Hours of Operation: 0800 - 1800

Set-up Date/Time: 5 JUNE 09 0800

91

Dismantling Date/Time: 05 JUNE 1800

Number of Staff/Volunteers: 30

Estimated Number of Participants: 600

LOCATION/SHEET TO BE USED (describe area to be used, attach map/route plan):

Special Considerations – Will there be:

Amplified sound indoors? _____ outdoors? YES General music & Animal Show
(May require a noise permit, which is granted by the City Council*)

Alcohol? (Please circle) YES NO

Animals? (Please circle) YES NO number _____ species _____

Booths/Commercial Vendors: (Please circle) YES NO

Cooking/Food Service: (Please circle) YES NO

Fire/Fireworks/Pyrotechnics: (Please circle) YES NO

Mechanical Rides: (Please circle) YES NO (If yes, requires additional permit)

Portable Restrooms: (Please circle) YES NO How Many? _____ Some restrooms must meet ADA requirements.

Signs: (Please circle) YES NO

Stage: (Please circle) YES NO

Other special considerations: PROCEEDS of the HART animal Show

List any special signs/barricades/cones requested to be supplied by City. _____

*NOISE PERMIT INFORMATION

Oak Harbor Municipal Code Section 6.56.030 contains provisions which restrict or prohibit certain unnecessary noises, such as sound systems, loudspeakers and amplified music on any street or public place of the City.

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

To obtain a Noise Permit, please provide the activities you wish to carry out and the noise requirements of your event. General music & commentary for the animal show

A copy of OHMC Section 6.56.030 may be obtained upon request.

Public Relation: Please state what efforts, if any, have occurred, or you intend to make, to notify residents or businesses that will likely be affected by your event. Please attach any letters of support. If permit is granted it will be the responsibility of event organizers to alert those likely to be impacted. (i.e. street closures, no parking zones, noise, etc.) None

ATTACH COPIES OF BROCHURES, POSTERS, FLYERS, OR MAILINGS ADVERTISING THIS EVENT

INSURANCE – The City does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Depending on the type of event you are planning, and the activity and risk level of your group, you may be required to obtain bodily injury and property damages liability insurance in accordance with City policy, name the City as an **additional insured** on the policy, and be responsible for obtaining said insurance. After reviewing this application, the City will determine whether you must obtain liability insurance.

HOLD HARMLESS – Applicant/Permittee/User shall defend, indemnify and hold harmless the City of Oak Harbor, its agents, employees and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the organization, the organization’s employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the organization, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the City.

Date: 13 MAY 09
Signature of Applicant: [Signature]
Organization/Title: VAD-129 / MUNICIPAL

(FOR OFFICIAL USE ONLY)

APPROVED BY:

_____ Parks & Recreation Dept.
_____ Planning Dept.
_____ Fire Dept.

_____ Police Dept.
_____ Public Works Dept.
_____ Mayor/Designee

Permit Detained for the Following Reasons: _____

Recommend Approval Under the Following Conditions _____

CITY OF OAK HARBOR

NOISE PERMIT

Name of Organization: VAQ-129

Location of Event: Windjammer Park

Date of Event: June 5, 2009

Hours of Operation: 8:00 a.m. to 6:30 p.m.

Permitted Noise: Amplified sound associated with a sound system for music and announcements

Approval Conditions: None

Date of City Council
Approval: May 19, 2009

Issued this day of , 2009

Karen Crouch, Special Events Coordinator

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

Please post this notice on site

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

Bill No.

dJA 4E

Date:

May 19, 2009

Subject:

Northwest Workforce
Council 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

This agenda bill presents an agreement with the Washington State Department of Employment for the City of Oak Harbor to accept summer youth employment candidates who will be paid through ARRA (American Recovery and Reinvestment Act).

AUTHORITY

The Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public entities to contract to do jointly that which each is authorized to do individually.

SUMMARY STATEMENT

The City of Oak Harbor was notified by Senator Murray (personally to Mayor Slowik) that ARRA funding will be available in Washington State to hire young people for summer jobs, to be administered by the Washington State Department of Employment. Subsequently, City staff quickly prepared twenty (20) youth job descriptions for the Parks Department, Marina and Engineering Departments. Those youth selected by Workforce will be assigned to Oak Harbor and will be paid minimum wage paid for up to the end of September. The attached Memorandum of Agreement will need to be executed before any youth can work in Oak Harbor under this plan.

RECOMMENDED ACTION:

Approval for the Mayor to execute the Memorandum of Agreement with Northwest Workforce Council.

ATTACHMENTS:

1. Memorandum of Agreement

MAYOR'S COMMENTS:

Northwest Workforce Council

PO Box 2009 (101 Prospect Street), Bellingham, WA 98227 - 360.676.3209 - 2005 E. College Way, Mount Vernon, WA 98273 - 360.416.3600
31975 SR 20, Suite 3, Oak Harbor, WA 98277 - 360.675.5966 PO Box 1696 (540 Guard Street #210), Friday Harbor, WA 98250 - 360.378.4662
- www.nwboard.org -

MEMORANDUM OF AGREEMENT

_____, hereinafter referred to as the **HOST AGENCY**, assures and certifies the *Northwest Workforce Council*, hereinafter referred to as the **SPONSOR**, that:

The **HOST AGENCY** makes the following assurances and certifications:

- a. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d).
- b. It will not in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- c. The work activity does not involve political activity.
- d. Trainees in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship.
- e. Appropriate standards for health and safety in work and training situations will be maintained and all Federal and Washington State Labor and Industries Regulations governing the employment of Minors will be observed.
- f. **The program will not result in the displacement of employed workers and those in layoff status or impair existing contracts for services or result in the substitutions of Federal or State funds for other funds in connection with that work that would otherwise be performed.**
- g. It will report to the Sponsor, as required, the time worked and the work assessment of trainees, and shall keep copies of all time records.

The **TRAINEE(S)** assigned by the Sponsor to the Host Agency:

- a. Are not in any sense to be considered Federal, State, County, or City employees within the meaning of the law administered by the U.S., State or City Civil Service Commission. The Northwest Workforce Development Council is responsible for all wages, payroll taxes, and benefits associated with the trainee including Washington State Labor and Industries Industrial Insurance coverage.
- b. Shall be assigned and be required to perform duties in the manner specified by the Host Agency, within the specifications of the Job Description approved by the Sponsor.
- c. Shall have the following provided by the Host Agency:
 1. On-site training, technical direction and daily supervision.
 2. Office space, supplies, equipment and other working tools and facilities necessary for the performance of their assignment, if not otherwise provided.
 3. Reimbursement for transportation for duties performed in their work assignment, if not otherwise provided.

- 4. Release time from work for participation in other approved training activities, including employability development training, educational enrichment, and job search activities.
- d. Shall meet Host Agency standards as to qualification to operate its equipment. The Host Agency shall be the sole judge of the qualifications of the trainee in this respect.
- e. Supplies, equipment and other working tools and facilities provided by the Host Agency for the purpose of this agreement shall not be the responsibility of the Sponsor and the Sponsor will not be responsible for damage or loss resulting from any cause.
- f. On request of the Host Agency, the Sponsor will reassign or terminate the assignment of a trainee(s) provided by the Sponsor. In the event that a dispute arises between the Host Agency and the trainee, the Sponsor should be notified by either party. The Sponsor will attempt to informally resolve the dispute before any formal appeal process is initiated. If the situation, covered by applicable law or regulations, is not settled to the satisfaction of both parties, and the Host Agency initiates or continues the dispute against the trainee, the trainee may have recourse to the Northwest Workforce Development Council Complaint and Hearing Procedures with the Sponsor.

The Host Agency assures and certifies that, if upon written notification from the Sponsoring Agency of noncompliance with any of the above assurances or certifications, it will take necessary action within ten (10) days to correct the noncompliance or cease participation in the agreement per the written notification.

The duration of employment for trainees is limited to the duration of their current program. This agreement shall be valid until September 30, 2011.

The obligation of any party hereto may be terminated by the party upon ten (10) days notice in writing to the other party, said notice to be computed from date of mailing.

HOST AGENCY:

Name of Organization	
Mailing Address	
City	Zip Code
Signature of Authorized Representative	
Title	Date

SPONSORING AGENCY: Northwest Workforce Council

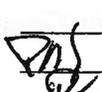
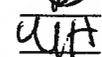
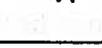
Signature of Authorized Representative

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

Bill No. 5
Date: May 19, 2009
Subject: Public Hearing - Bayshore Drive
Local Improvement District (LID),
Final Assessment Roll

FROM: Cathy Rosen, Director of Public Works

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda item is to provide a public hearing to establish the final assessment roll for the Bayshore Drive Local Improvement District (LID). If there are no objections to the amounts or cost of the final assessment roll, City Council can then pass the Bayshore LID ordinance confirming the final assessment roll.

AUTHORITY

RCW 35.43.140 requires City Council to conduct a public hearing to address any objections to the proposed final assessment roll for an LID, and after addressing any objections to the assessment roll to confirm the roll by ordinance.

SUMMARY STATEMENT

On December 4, 2007, the Oak Harbor City Council passed Ordinance 1519 to establish Local Improvement District 2007-1 (see Exhibit A). The construction is now complete on Bayshore Drive and to continue with the local improvement district process, a public hearing is to be conducted by City Council to establish the final assessment amounts.

In accordance to RCW 35.44.090, owners of the affected properties of the Bayshore Drive LID have been duly notified of the assessment roll and of the time and location of this hearing (see Exhibit B).

Preliminary construction cost estimates for completion of the Bayshore Drive improvements were set at \$592,220.79 in July of 2008, but the final costs certified by the City Engineer are now at \$460,122.97. The City contribution shall be \$304,233.99 and the LID assessments to the other properties will be \$155,888.98 (see Exhibit C).

So it is now time to set the assessment roll for the Bayshore Drive Local Improvement District No. 2007-1. If at the public hearing there are no objections to the proposed final roll assessment, City

Council can close the public hearing and confirm the roll by passage of the attached confirming ordinance (see Exhibit D).

In the event there is any objection raised to confirming the proposed final roll assessment by a property owner, City Council is advised to not act upon the confirming ordinance, and to set another time and place to hear a revised assessment roll in the same manner as proscribed by RCW 35.44.080.

STANDING COMMITTEE REPORT

Local Improvement District 2007-1 has been discussed in the Public Works Standing Committee.

RECOMMENDED ACTION

If there are no timely objections raised before City Council up to and during the public hearing provided on May 19, 2009, it is recommended that City Council approve the attached confirming ordinance for fixing the final roll assessment for the Bayshore Local Improvement District No. 2007-1 (Exhibit D to Agenda Bill – Bayshore Drive LID).

ATTACHMENTS

- Exhibit A – OH Ordinance 1519
- Exhibit B – Notification
- Exhibit C – Assessment per Parcel
- Exhibit D - Confirming Ordinance

MAYOR'S COMMENTS

CITY OF OAK HARBOR, WASHINGTON

ORDINANCE NO. 1519

AN ORDINANCE OF THE CITY OF OAK HARBOR ORDERING THE IMPROVEMENT OF BENEFITED PROPERTIES WITHIN THE BAYSHORE DRIVE AREA OF THE CITY BY THE CONSTRUCTION AND INSTALLATION OF STREET IMPROVEMENTS, OTHERWISE KNOWN AS THE "BAYSHORE DRIVE STREET IMPROVEMENTS," TOGETHER WITH ASSOCIATED AND NECESSARY WATER, SIDEWALKS, STREET LIGHTING, STORM DRAINAGE AND OTHER APPURTENANCES ALL IN ACCORDANCE WITH RESOLUTION NO. 07-14 OF THE CITY COUNCIL; ESTABLISHING LOCAL IMPROVEMENT DISTRICT NO. 2007-1 TO ASSESS THE COST AND EXPENSE OF CARRYING OUT THOSE IMPROVEMENTS AGAINST THE PROPERTIES SPECIALLY BENEFITED THEREBY

WHEREAS, by Resolution No. 07-14, adopted July 3, 2007, the City Council of the City of Oak Harbor, Washington (the "City"), declared its intention to order the improvement of the benefited properties within the Bayshore Drive area of the City, by constructing and installing street improvements, otherwise known as the "Bayshore Drive Street Improvements," together with associated and necessary water, sidewalks, street lighting, storm drainage and other appurtenances, and the formation of a local improvement district to be known as Local Improvement District No. 2007-1 ("LID No. 2007-1", the "District", or the "LID") encompassing the territory described in Exhibit A to such resolution, for the construction and installation of the improvements described in Exhibit B to that resolution (the "Improvements"), and fixed December 4, 2007, at 7:00 p.m., local time, in City Hall, located at 865 SE Barrington Drive, Oak Harbor, Washington, as the time and place for hearing all matters relating to the proposed Improvements and all comments thereon and objections thereto and for determining the method of payment for the Improvements; and

WHEREAS, the City Engineer, has caused an estimate to be made of the cost and expense of the proposed Improvements and certified that estimate to the City Council, together with all relevant papers and information in his possession touching the proposed Improvements, a description of the boundaries of the proposed LID and a statement of what portion of the cost and expense of the Improvements should be borne by the property within the proposed District; and

WHEREAS, that estimate is accompanied by a diagram of the proposed Improvements showing thereon the lots, tracts, parcels of land, and other property which will be specially benefited by the proposed Improvements and the estimated cost and expense thereof to be borne by each lot, tract and parcel of land or other property; and

WHEREAS, public health and safety problems have been created and now exist within the proposed LID because of the lack of adequate road facilities; and

WHEREAS, proper notice of the above hearing was given in the manner provided by law, and the hearing was held by the City Council on the date and at the time above mentioned, and all persons appearing at such hearing and wishing to be heard were heard; and

WHEREAS, the City Council has determined it to be in the best interests of the City that the Improvements as hereinafter described be carried out and that a LID be created in connection therewith encompassing the territory as hereinafter described;

Now, therefore, THE CITY COUNCIL OF THE CITY OF OAK HARBOR, do ordain as follows:

Section One. The City Council finds that the Improvements as hereinafter described are necessary for the protection of the public health and safety within the LID as hereinafter revised. After due consideration and being fully advised, the City Council orders the improvement of the properties within the area described in Exhibit A, as revised and attached hereto and by this reference made a part hereof, by installing street improvements, otherwise known as the "Bayshore Drive Street Improvements," together with associated and necessary water, sidewalks, street lighting, storm drainage and other appurtenances, as more fully described in Exhibit B, and attached hereto and by this reference made a part hereof.

All of the foregoing shall be in accordance with the plans and specifications therefor prepared by the City's consulting engineers, and may be modified by the City Council as long as such modification does not affect the general purpose of the Improvements.

Section Two. There is created and established a LID to be called Local Improvement District No. 2007-1 of the City of Oak Harbor, Washington, the boundaries or territorial extent of the LID being more particularly described in Exhibit A, as the territory described in Resolution No. 07-14, and approved by this ordinance, and the scope of the Improvements to be acquired therein, being more particularly described in Exhibit B, as the description in Resolution No. 07-14, and approved by this ordinance.

Section Three. The total estimated cost and expense of the Improvements, taking into account information presented at the hearing, is now declared to be \$681,000. One half of the \$681,000 cost and expense, minus the cost and expense of the improvements on SW Beeksma Drive and minus one half the cost and expense of fill previously placed, shall be borne by and assessed against the property specially benefited by such Improvements included in the LID which embraces as nearly as practicable all property specially benefited by such Improvements. The remainder shall be borne by the City as the cost of the special benefit to the public at large.

In accordance with the provisions of RCW 35.44.047, the City may use any method or combination of methods to compute assessments which may be deemed to more fairly reflect the special benefits to the properties being assessed than the statutory method of assessing the properties.

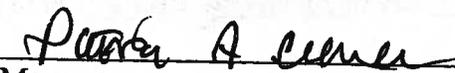
Section Four. No property, any portion of which is outside the LID, may connect to those Improvements constructed or made a part of such LID unless either that property shall have been subject to the special assessments on the assessment roll for the LID or the owners of that property shall have paid prior to such connection a charge in lieu of assessment which shall be at least the equivalent of those assessments which would have been applied to that property had it been included within the LID.

Section Five. Within 15 days of the passage of this ordinance, there shall be filed with the Finance Director the title of the Improvements and LID number, a copy of the diagram or print showing the boundaries of the LID and the preliminary assessment roll or abstract of such roll showing thereon the lots, tracts and parcels of land that will be specially benefited thereby and the estimated cost and expense of such Improvements to be borne by each lot, tract or parcel of land. The Finance Director immediately shall post the proposed assessment roll upon his index of local improvement assessments against the properties affected by the LID.

Section Six. This ordinance shall be in full force and effect five days after its passage and publication as required by law.

PASSED by the City Council and approved by its Mayor, this 4th day of December, 2007.

THE CITY OF OAK HARBOR



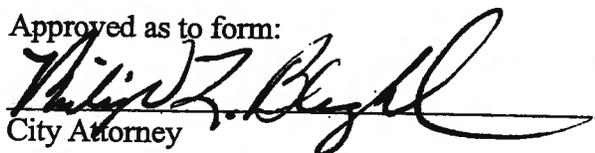
Mayor

Attest:



City Clerk

Approved as to form:



City Attorney

Published: DECEMBER 12, 2007

CERTIFICATION

I, Connie Wheeler the undersigned, City Clerk of the City of Oak Harbor, Washington, (the "City"), hereby certify under penalty of perjury under the Laws of the State of Washington as follows:

1. The attached copy of Ordinance No. 1519 (the "Ordinance") is a full, true and correct copy of the Ordinance duly adopted at a regular meeting of the Council held at the regular meeting place thereof on December 4, 2007, as the Ordinance appears on the minute book of the City; and the Ordinance is now in full force and effect.

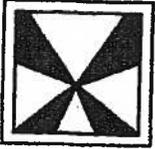
2. A quorum of the members of the Council was present throughout the meeting and a majority of those members present voted in the proper manner for the adoption of the Ordinance.

Signed this 4th day of ~~December~~ 2007, at Oak Harbor, Washington.



City Clerk

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**Fakkema
and
Kingma, Inc.**

EXHIBIT A

840 SE 8th Ave., Suite 102 • Oak Harbor, WA 98277-2996 • (360) 675-5973 • (877) 321-7242 • FAX (360) 675-7255 • EMAIL: fandk@whidbey.net

PROPOSED LID LAND DESCRIPTION

That portion of the U. Freund Donation Land Claim in Sections 2 and 3, Township 32 North, Range 1 East of the Willamette Meridian, described as follows:

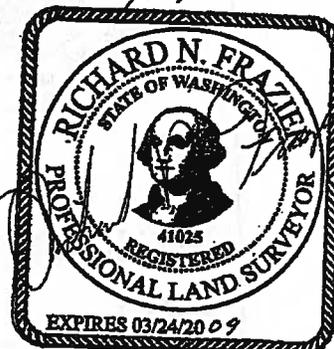
Lots 2 and 4 of City of Oak Harbor Binding Site Plan No. BSP 00-1 as approved August 28, 2000, and recorded August 29, 2000, under Auditor's File No. 20015334, records of Island County, Washington.

ALSO, that portion of SW Bayshore Drive as shown on said City of Oak Harbor Binding Site Plan No. BSP 00-1 lying East of the West line of aforesaid Lot 2, projected southeasterly.

ALSO, Lots B and C of City of Oak Harbor Short Plat No. 2-86 as approved September 16, 1986, and recorded September 17, 1986, under Auditor's File No. 86011700, records of Island County, Washington.

ALSO, that portion of S. Beeksmas Drive lying West of the East line of U. Freund Donation Land Claim, South of the North line of aforesaid Lot B, projected easterly, and North of a line running East from the most easterly southeast corner of aforesaid SW Bayshore Drive.

Situate in Island County, Washington



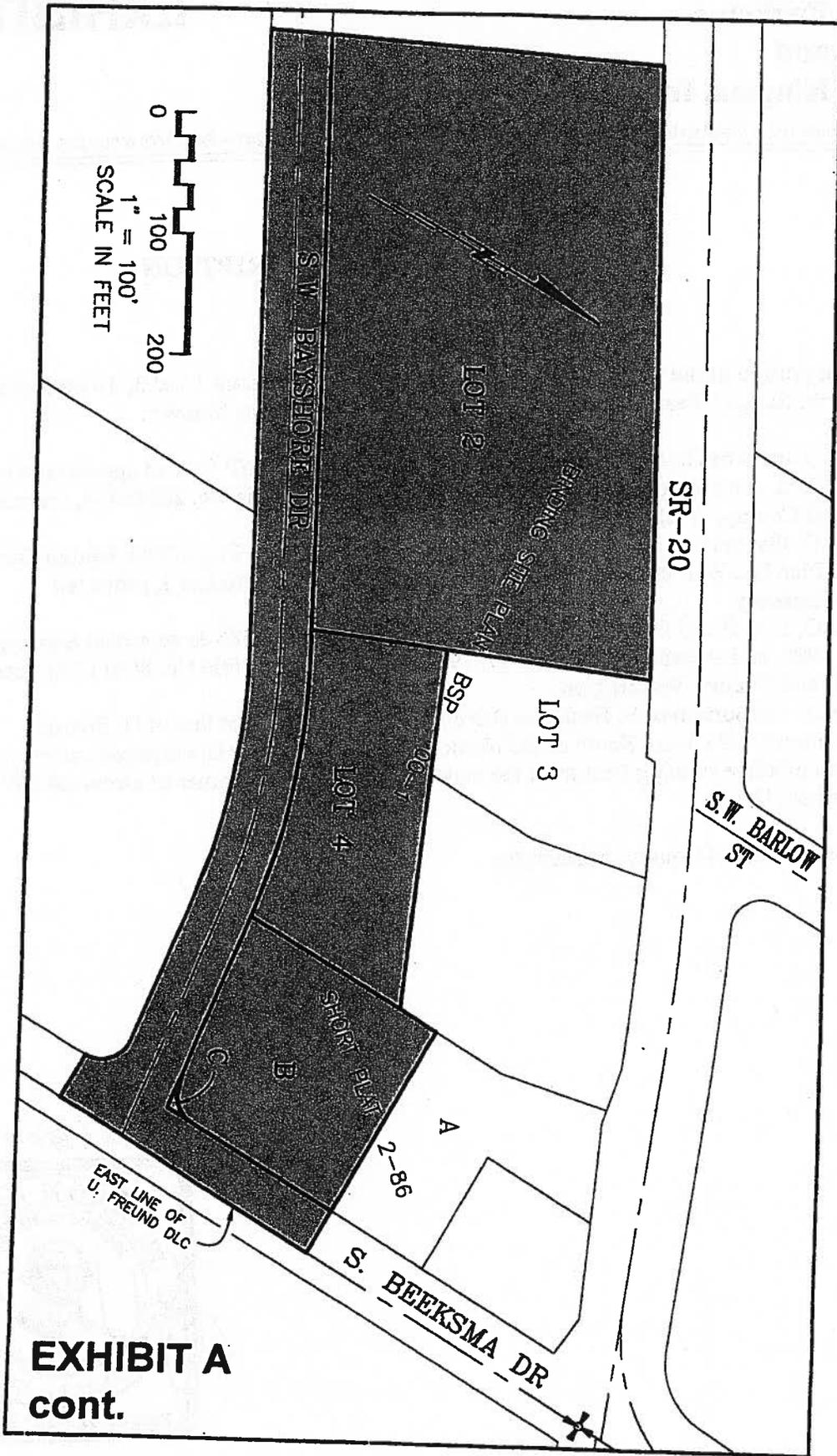


EXHIBIT A
cont.

CITY OF OAK HARBOR, WASHINGTON

RESOLUTION NO 07-14

A RESOLUTION of the City Council of the City of Oak Harbor, Washington, declaring its intention to order the improvement of benefited properties within the City by the construction and installation of street improvements, otherwise known as the Bayshore Drive Street Improvements, together with associated and necessary water, sidewalks, street lighting and storm drainage and other appurtenances, and to create a local improvement district to be known as Local Improvement District NO. 2007-1 to assess the cost and expense of carrying out those improvements against the properties specially benefited thereby, and notifying all persons who desire to object to the improvements to appear and present their objections at a hearing before the City Council to be held on December 4, 2007.

WHEREAS, considering the need to protect and promote the public health, safety and welfare by providing alternative means of vehicular access to SR-20 from commercial properties, and to foster and promote continued economic development, it is necessary to construct the Bayshore Drive Street Improvements; and

WHEREAS, the SE Bayshore Drive Street Improvements are included as necessary project in the transportation element of the City of Oak Harbor Capital Facilities plan and Transportation Improvement Plan (TIP); and

WHEREAS, public sentiment and support has been expressed for the project and an informal petition has been submitted by the benefiting properties owners requesting the City form a local improvement district to finance and construct the improvements; and

WHEREAS, the City Council believes that the Bayshore Drive Street Improvements should be constructed; and

WHEREAS, the project will confer both general benefits to the public and special benefits to the properties along the street and where allowed for by State law the City can make a contribution to project to reflect the general benefits to the public and assess the remainder of cost to the special benefiting properties; and

WHEREAS, funding for the project has been included in the adopted 2007-2008 City of Oak Harbor budget; and

WHEREAS, the City Council is of the opinion that a local improvement district should be formed for the purpose of carrying out the needed street improvements and financing their installation;
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, as follows:

Section 1. It is the intention of the City Council of the City of Oak Harbor Washington, to order the improvement of the benefited properties within the City, by completing the street known as Bayshore Drive from SW Beeksma Drive to SW Erie Street, together with the necessary grading, fill, paving, water and storm drain utilities, street lighting and other associated and necessary appurtenances (the "Improvements") to generally ameliorate access to the territory described in Exhibit A, attached hereto and by this reference made a part hereof, and the formation of a local improvement district within such territory to be known as Local Improvement District No. 2007-1 ("LID No. 2007-1" or the "LID") for the construction and installation of the Improvements, which will be constructed and installed in accordance with Exhibit B, attached hereto and by this reference made a part hereof.

All of the foregoing Improvements shall be in accordance with plans and specifications therefore prepared at the direction of the City Engineer, or by a duly qualified consultant under a contract authorized by the City Council, and approved by the City, and may be modified by the City, provided that said modifications do no affect the general purpose of the Improvements.

Section 2. The total estimated cost and expense of the Improvements is declared to be \$630,000. A proportionate share of the cost and expense of the Improvements shall be borne by, and assessed against, the property specially benefited by the Improvements to be included in the LID to be established embracing, as nearly as practicable, all the property specially benefited by the Improvements. Assessments shall not exceed the special benefit to the property as required by State law. The City of Oak Harbor shall not be included in the LID as a benefiting property, but shall contribute a proportionate share of the cost of the project generally benefiting the public as allowed for by State law. The City of Oak Harbor's contribution to the project shall not be limited to the special benefit to a specific property, but shall be determined by the City Council based on the benefits to public health, safety, welfare and economic development. Preliminary assessments against benefiting properties and the City Oak Harbor contribution will be determined and declared at the time of the formation hearing. Actual assessments may vary from estimated assessments as long as they do not exceed a figure equal to the increased true and fair value to the Improvements add to the property.

Section 3. The City Clerk is authorized and directed to give notice of the adoption of this resolution and of the date, time and place fixed for the public hearing to each owner or reputed owner for any lot, tract, parcel of land or other property within the proposed LID by mailing such notice at least fifteen days before the date fixed for public hearing to the owner or reputed owner of the property as shown on the rolls of the Island County Assessor at the address shown thereon, as required by law.

This resolution also shall be published in at least two consecutive issues of the official newspaper of the City, the date of the first publication to be at least fifteen days prior to the date fixed for the public hearing.

Section 4. All persons who may desire to object to the Improvements are notified to appear and present those objections at a hearing before the City Council to be held in City Hall, located at 865 SE Barrington Drive, Oak Harbor, Washington, at 7p.m., on December 4, 2007 which time and place are fixed for hearing all matters relating to the Improvements and all objections thereto and for determining the method of payment for the Improvements. All persons who may desire to object thereto should appear and present their objections at that hearing. Persons favoring the Improvements also will be heard. Any person whom may wish to file a written protest with the City Council may do so within 30 days after the date of passage of the ordinance ordering the Improvements in the event the LID is formed. The written protest should be signed by the property owner and should include the legal description of the property for which the protest is filed and that protest should be delivered to the City Clerk at City Hall, 865 SE Barrington Drive, Oak Harbor, WA 98277.

Section 5. The City Engineer is directed to submit, or cause to be submitted, to the City Council on or prior to December 4, 2007, all data and information required by law to be submitted.

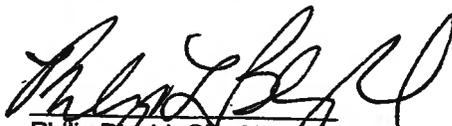
The foregoing resolution was ADOPTED by the City Council of the City of Oak Harbor, Washington at a regular open meeting thereof this 3rd day of July, 2007.


PATRICIA COHEN, Mayor

ATTEST:


Connie Wheeler, City Clerk

FORM APPROVED:


Philip Bleyhl, City Attorney

City of Oak Harbor
 Resolution to Form Bayshore Drive Street Improvements LID
 July 3, 2007
 EXHIBIT B
 Description of Improvements

Bayshore Drive LID Right of Way			
<i>On</i>	<i>From</i>	<i>To</i>	<i>Description</i>
SE Beeksmas Drive	Centerline of SW Bayshore Drive ROW	Approximately 250' North to existing sidewalks and half street improvements	Half street improvements on West side of ROW including sidewalks, curbs, gutters, storm drainage, driveways, street lighting, grading, associated utilities and relocations and paving
Bayshore Drive ROW	Centerline of SW Beeksmas Drive	Approximately 1000' West at terminus of existing SW Bayshore drive stub	Full width street improvements including sidewalks, curbs, gutters, storm drainage, driveways, street lighting, grading, associated utilities and relocations and paving

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**NOTICE OF A PUBLIC HEARING BEFORE OAK HARBOR CITY COUNCIL
CC 09-11**

**ADOPTION OF FINAL ASSESSMENT ROLL FOR LOCAL IMPROVEMENT
DISTRICT 2007-1
(BAYSHORE DRIVE STREET IMPROVEMENTS)**

The public hearing on the proposed final assessment will be held before the Oak Harbor City Council in the Council Chambers at City Hall, 865 SE Barrington Drive, on May 19, 2009 at 7:00 p.m., or as soon thereafter as possible.

NOTICE IS GIVEN that the City of Oak Harbor, Washington (the "City") pursuant to Ordinance No. 1519 ordered the Bayshore Drive Street Improvements to be constructed, and established a preliminary assessment roll for LID 2007-1. The improvements have been completed and final costs determined. Adoption of the Final Assessment Roll will be considered at this public hearing.

All persons desiring to object to the proposed final assessment roll are notified to submit a written protest prior to this hearing stating their objections. The owners of property within the LID 2007-1 shall have a period of 10 days after the effective date of the confirmation ordinance to appeal. Only those parties who have filed timely written objections to the final roll may appeal to Superior Court.

Anyone wishing to support or oppose this matter or provide other relevant comments may do so in writing or appear in person before the Oak Harbor City Council at the time and place of this public hearing. After obtaining public input, the City Council may approve, modify or disapprove the final assessment roll. Information is available for review at City Hall, 865 SE Barrington Drive, Oak Harbor, Washington, For more information, call 279-4500.

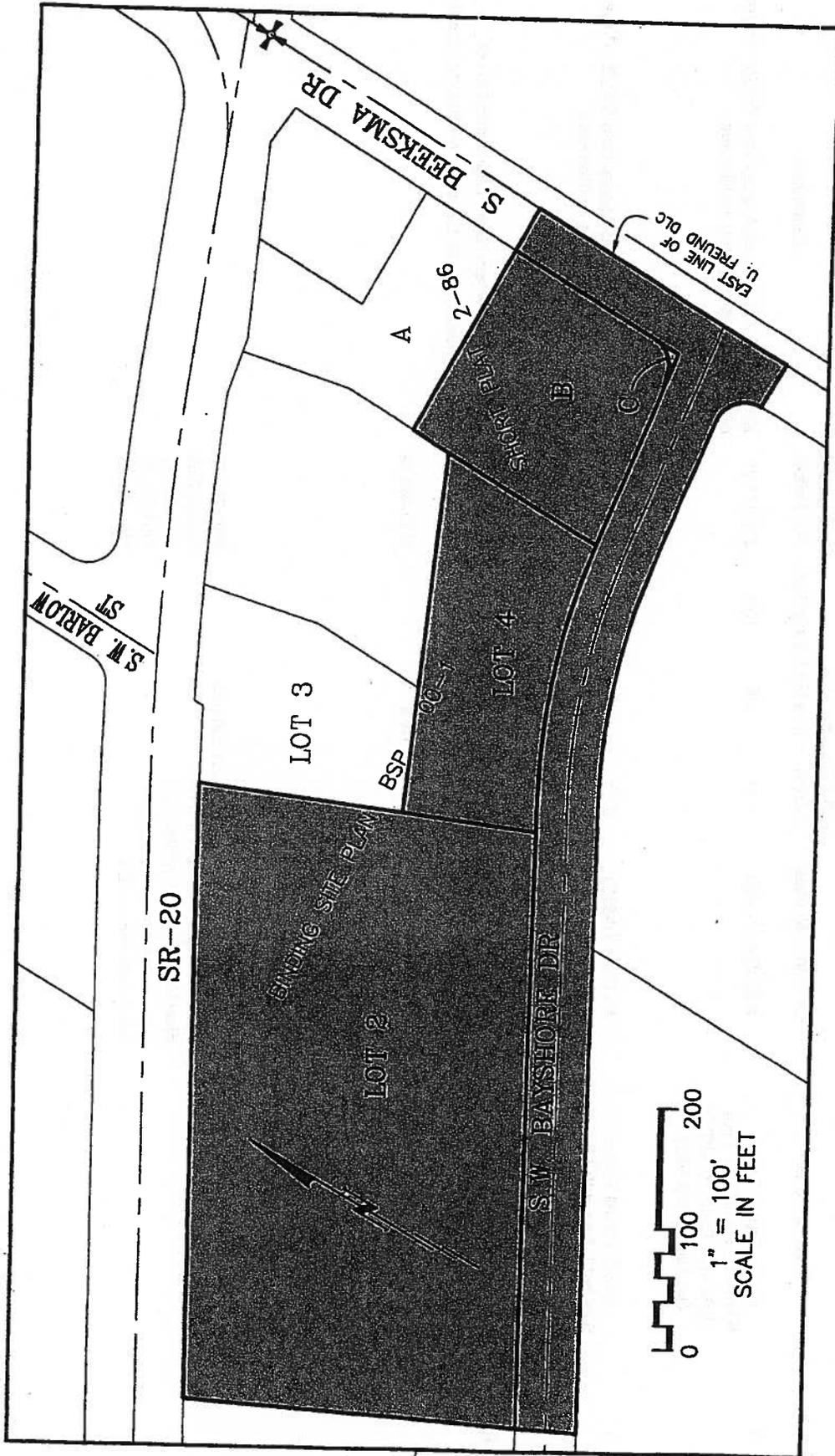
Connie T. Wheeler
City Clerk

Published: Whidbey News Times
May 2, 2009
May 16, 2009

City of Oak Harbor
Bayshore Drive Extension LID
Mar-09

Map No.	Property Owner	Tax Parcel Number	Land Area (Acres)	Building Size (SF)	Year Built	Assessment Per Parcel	Comments
2	Carl R. Freund Trustee Winifred L. Freund IRR Trust 31080 State Route 20 APT D1 Oak Harbor, WA 98277	R13203-097-4800	3.14	N/A	N/A	\$78,453.05	Zoned PCS with Limited Access from SR 20 - Project Allows Full Use of Zoning Entitlements
4	Carl R. Freund Trustee Winifred L. Freund IRR Trust 31080 State Route 20 APT D1 Oak Harbor, WA 98277	R13203-110-5180	0.73	N/A	N/A	\$39,463.31	Zoned PCS with Limited Access from SR 20 - Project Allows Full Use of Zoning Entitlements
B	David H. Wilson and Wendy L. Wilson 13460 NE 40 th Street Bellevue, WA 98005	R13202-132-0070	0.66	28881	1987	\$37,972.62	Zoned PCS - Owners Signed Agreement to not protest formation of the LID as a condition of permits.
		Total				\$155,888.98	
		Project Preliminary Construction Cost Estimate				\$592,220.79	
		Date of Completion (Last Payment)				October 2008	
		Final City Engineer Certified Cost				\$460,122.97	
		City Contribution to Project Cost				\$304,233.99	
		Total Assessment to LID				\$155,888.98	

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CITY OF OAK HARBOR, WASHINGTON

ORDINANCE NO. ____

AN ORDINANCE of the City of Oak Harbor, Washington, approving and confirming the assessments and assessment roll of Local Improvement District No. 2007-1 (Bayshore Drive LID) for the construction of S.W. Bayshore Drive between S.W. Beekma Drive and its current terminus at S.W. Erie Street, including street, curbs, sidewalk, water and fire hydrants, as provided by Ordinance No. 1519, and levying and assessing the cost and expense thereof against the several lots, tracts, parcels of land and other property as shown on the assessment roll.

WHEREAS, the assessment roll levying the special assessments against the property located in Local Improvement District No. 2007-1 (Bayshore Drive LID) in the City of Oak Harbor, Washington (the "City"), has been filed with the City Clerk as provided by law; and

WHEREAS, notice of the time and place of hearing thereon and making objections and protests to the roll was published at and for the time and in the manner provided by law fixing the time and place of hearing thereon for the 19th day of May, 2009, at the hour of 7:00 p.m., local time, in the Council Chambers, Oak Harbor City Hall, 865 S.E. Barrington Drive, Oak Harbor, Washington, and further notice thereof was mailed by the City Clerk to each property owner shown on the roll; and

WHEREAS, at the time and place fixed and designated in the notice the hearing was held, all written protests received were considered and all persons appearing at the hearing who wished to be heard were heard, and the City Council, sitting and acting as a Board of Equalization for the purpose of considering the roll and the special benefits to be received by each lot, parcel and tract of land shown upon such roll, including the increase and enhancement of the fair market value of each such parcel of land by reason of the improvement, found no such protests; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, DOES HEREBY ORDAIN as follows:

Section 1. FINDINGS OF FACT AND CONCLUSIONS OF LAW

1.1 The above-recitals are incorporated herein by this reference.

1.2 Local Improvement District No. 2007-1 (LID No. 2007-1) has been created and established for the purpose of constructing S.W. Bayshore Drive between S.W. Beeksma Drive and its current terminus at S.W. Erie Street, including street, curbs, sidewalk, water and fire hydrants, all as provided by Ordinance No. 1519. The assessments and assessment roll for LID No. 2007-1, as the same now stand shall be and the same are approved and confirmed in all things and respects in the total amount of \$155,888.98.

1.3 Each of the lots, tracts, parcels of land and other property shown upon the assessment roll is determined and declared to be specially benefited by this improvement in at least the amount charged against the same, and the assessment appearing against the same is in proportion to the several assessments appearing upon the roll. There is levied and assessed against each lot, tract or parcel of land and other property appearing upon the roll the amount finally charged against the same thereon.

Section 2. CONFIRMATION AND COLLECTION.

2.1 The assessment roll as approved and confirmed shall be filed with the City Finance Director for collection and the City Finance Director is authorized and directed to publish notice as required by law stating that the roll is in his hands for collection and that payment of any assessment thereon or any portion of such assessment can be made at any time within 30 days from the date of first publication of such notice without penalty, interest or cost, and that thereafter the sum remaining unpaid may be paid in ten (10) equal annual installments of principal and interest. The interest rate is stated to be five (5) % per annum. The first installment of assessments on the assessment roll shall become due and payable during the 30-day period succeeding the date one year after the date of first publication by the City Finance Director of notice that the assessment roll is in his hands for collection and annually thereafter each succeeding installment shall become due and payable in like manner.

2.2 If the whole or any portion of the assessment remains unpaid after the first 30-day period, interest upon the whole unpaid sum shall be charged at the rate as determined above, and each year thereafter one of the installments of principal and interest together with interest due on the unpaid balance, shall be collected. Any installment not paid prior to expiration of the 30-day period during which such installment is due and payable shall thereupon become delinquent. Each delinquent installment shall be subject, at the time of delinquency, to a charge of 12% penalty levied on both principal and interest due upon that installment, and all delinquent installments also shall be charged interest at the rate as determined above. The collection of such delinquent installments shall be enforced in the manner provided by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Oak Harbor, Washington, at a regular open public meeting thereof, this 19th day of May, 2009.

Jim Slowik, Mayor

ATTEST:

Connie Wheeler, City Clerk

APPROVED AS TO FORM:

P. Stephen (Steve) DiJulio
Attorney
FOSTER PEPPER PLLC

Published on:

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CERTIFICATION

I, Connie Wheeler, City Clerk of the City of Oak Harbor, Washington, certify that the attached copy of Ordinance No. _____ is a true and correct copy of the original ordinance passed on the 19th day of May, 2009, as such ordinance appears on the Minute Book of the City.

DATED this 19th day of May, 2009.

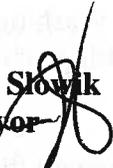
Connie Wheeler, City Clerk

City of Oak Harbor City Council Agenda Bill

Agenda Bill No. 6

Date: May 19, 2009

Subject: City Wellness Committee
Recognition Resolution

FROM: 
Jim Slowik
Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

SUMMARY STATEMENT

The Association of Washington Cities annually recognizes those participating cities that meet and exceed AWC Wellness goals and objectives with a WellCity Award. The City of Oak Harbor Wellness Committee has been selected to receive the 2009 WellCity Award. This is the fourth year in a row for such recognition.

AUTHORITY

The State Health Authority authorizes the use of Wellness Programs (RCW 41.05.065). Policy 507 of the City of Oak Harbor's Personnel Policies Manual establishes the Wellness Program.

BACKGROUND

The City of Oak Harbor is a member of the Association of Washington Cities, which offers a wellness program for cities in order to promote health and wellness. The City of Oak Harbor has a very active Wellness Committee, offering programs every month. Programs have ranged from acupuncture to walking trails to heart healthy meal preparation.

Our Wellness Committee is composed of Dina Nichols (Chair), Lisa Bebee, Kim Perrine, Janet Sabalasky, Tim Shelley, Romy Velasquez and Myrna Wilson (Liaison).

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Approve Resolution No. 09-12 expressing appreciation and recognizing the City of Oak Harbor's Wellness Committee for their dedication and hard work.

ATTACHMENTS

Resolution No. 09-12.

MAYOR'S COMMENTS

None.

RESOLUTION NO. 09-12

A RESOLUTION BY THE CITY OF OAK HARBOR EXPRESSING APPRECIATION AND RECOGNITION TO THE CITY WELLNESS COMMITTEE

WHEREAS, the City of Oak Harbor belongs to the Association of Washington Cities which offers a wellness program for cities to join and participate for promoting city employee health and wellness; and

WHEREAS, the AWC Wellness Program has become a popular program throughout the cities of Washington as a means in which to help control health care costs and help provide for a more productive work force; and

WHEREAS, the City of Oak Harbor does have an organized Wellness Committee and does participate in the AWC Wellness Program and has done so for a number of years; and

WHEREAS, the City of Oak Harbor Wellness Committee does put in considerable effort, thought and organization to promote wellness, fitness and general good health to City employees in accordance to AWC Wellness goals and objectives; and

WHEREAS, the AWC Wellness Program does annually recognize those participating cities who meet and exceed AWC Wellness goals and objectives with a WellCity Award; and

WHEREAS, for the fourth year in a row the City of Oak Harbor Wellness Committee has been selected by AWC to receive the 2009 WellCity Award.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Oak Harbor, Washington, that the City of Oak Harbor Wellness Committee consisting of Dina Nichols (Chair), Lisa Bebee, Kim Perrine, Janet Sabalasky, Tim Shelley, Romy Velasquez, and Myrna Wilson (Liaison) be recognized and appreciated for their dedication and hard work on the City's Wellness Committee.

PASSED by the City Council of the City of Oak Harbor and approved by its Mayor this 19th Day of May, 2009.

CITY OF OAK HARBOR

Mayor

ATTEST:

City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. 7
Date: May 19, 2009
Subject: AWC Voting Delegates

FROM: Jim Slowik, Mayor 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

To elect three voting delegates for the City of Oak Harbor at the 2009 Association of Washington Cities (AWC) Annual Business Meeting.

AUTHORITY

As a member in good standing with the Association of Washington Cities (AWC), the City of Oak Harbor may select three voting delegates for the AWC business meeting.

SUMMARY STATEMENT

The 2009 Annual Business Meeting of the Association of Washington Cities is scheduled for Friday, June 26. Prior to the Annual Business Meeting, three voting delegates must be chosen to represent the City of Oak Harbor.

The following are scheduled to attend the Annual Business Meeting and are available to serve as delegate:

Councilmember Jim Campbell
Councilmember Beth Munns
Councilmember Jim Palmer
Councilmember Bob Severns
Mayor Jim Slowik

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Discuss and nominate three attendees as the 2009 voting delegates for the City of Oak Harbor at the 2009 AWC Annual Meeting.

ATTACHMENTS

None.

MAYOR'S COMMENTS

None.

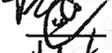
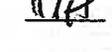
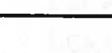
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**City of Oak Harbor
City Council Agenda Bill**

Bill No. 8
Date: May 19, 2009
Subject: Bid Award-PD Re-Roof

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda item is to authorize the bid award for the Police Department re-roof to the lowest responsible bidder.

AUTHORITY

Oak Harbor Municipal Code (OHMC) 2.340.010 provides a uniform process to award contracts for public works projects in amounts up to \$200,000. Utilizing the small works roster, OHMC 2.340.050 allows the City Administrator to contract with a non-profit provider to create and manage the City's small works roster, provided that all state and local legal requirements are met for every contract so awarded. In this instance, the City has contracted with the Municipal Research and Services Center (MRSC) to create and manage its small works roster.

SUMMARY STATEMENT

The Police Department and ICOM building consist of approximately 22,000 square feet of roof top that has gone through additions and remodels over the years. The existing roof is a hot mopped tar flat roof that was installed in 1989.

For the past several years, there have been leaks in the roof that staff has had to patch. The leaks have become more frequent and damage has occurred to the carpet, furniture, electrical system, electronic equipment and the ceiling tiles. The building needs a new roof to prevent further damage to the facility.

The City is proposing to install a membrane roofing system that is made of PVC. It will be heat fused at the seams, the roof ridges will be replaced and it will be attached mechanically to the existing roof. This same system has been utilized on the City Hall roof with good results.

The budget estimate for this project was determined to not exceed \$130,000.00.

Solicitation documents were prepared by City staff. The project was advertised for bidding using the Municipal Research and Services Center of Washington (MRSC) Small Works Rosters. Requests for bids were sent to nineteen (19) qualified contractors that met the requirements of OHMC 2.340.030 for inclusion in the MRSC small works roster. The instructions for quotations included the scope and nature of the roofing job as well as the materials and equipment the contractor is required to provide.

Staff received and opened nine (9) sealed bids on May 1, 2009. The following bids were received (amounts include Washington State Sales Tax in the amount of 8.4%):

<u>Contractor</u>	<u>Location</u>	<u>Bid Amount</u>
Hytech Roofing	Lynden, WA	\$ 99,066.76
Scholten Roofing	Lynden, WA	\$ 99,723.66
Contractors Roof Service	Gig Harbor, WA	\$ 102,725.26
Esary Roofing and Siding	Burlington, WA	\$ 107,153.40
Centimark	Tukwila, WA	\$ 115,968.49
Mikes Roofing	Duvall, WA	\$ 144,172.00
Roof Topper Inc	Vancouver, WA	\$ 186,518.46
Snyder Roofing	Snohomish, WA	\$ 236,631.78
Pacific Rainer Roofing Inc	Seattle, WA	\$ 300,724.36

Staff reviewed the bid prices and checked the qualifications, experience and references of the low bidder. It is recommended that a contract in the amount of \$99,066.76 be awarded to Hytech Roofing, who is the lowest responsible bidder. As a small works roster project a bid bond was not required, however a performance bond is required prior to execution of the contract. Funds are available in the General Fund reserve to cover the bid amount and an additional 10% for contingency.

STANDING COMMITTEE REPORT

The Public Works Standing Committee reviewed this item at their meeting on May 7, 2009.

RECOMMENDED ACTION

Award the bid and authorize the Mayor to sign a contract with Hytech Roofing in the amount of \$99,066.76 upon approval and signature of the City Attorney on the contract awarded.

ATTACHMENTS

Contractors Proposal
Bid Tabulation

MAYOR'S COMMENTS

HJeen
#1

PROPOSAL

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

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

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

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

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

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

PROPOSAL - Continued
POLICE DEPARTMENT RE-ROOF

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT
1.	Minor Changes (SS 1-04.4)	1 MC	\$5,000.00	\$5,000.00
2.	Mobilization, Cleanup, Removals, Disposal and Demobilization (SS 1- 09.7 & SS 8-30.3)	1 LS	<u>5,000.00</u>	<u>5,000.00</u>
3.	Roofing Installed Complete (SS 8- 30.3)	1 LS	<u>81,390.00</u>	<u>81,390.00</u>
Subtotal:...		 \$	<u>91,390.00</u>
Sales Tax (8.4%):.....			\$	<u>7,676.76</u>
TOTAL:.....			\$	<u>99,066.76</u>

PROPOSAL – Continued

BIDDER IDENTIFICATION AND CONTACT INFORMATION

Name of Firm: HYTECH ROOFING, INC.

Address: 7381 Guide Meridian, Lynden, WA. 98264

Telephone No. (360)354-4335 Fax No. (360)354-1335

Contact Person for this Project: Terry Carlson

Email: tcarlson@hytechroofing.com

PROPOSAL – Continued

WORK COMPLETED BY CONTRACTOR

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

Work to be Performed	Dollar Amount
All Work	Entire Contract Amount

PROPOSED SUBCONTRACTORS

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

Work to be Performed	Subcontractor (Name and Registration No.)
None	N/A

PROPOSAL – Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
None	N/A	N/A

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

Subject to any extensions of the Contract Time granted under the Contract Documents, the undersigned agrees to physically complete the Work required under this contract within 22 working days after the commencement date stated in the Notice to Proceed.

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

The undersigned's Washington State Department of Labor and Industries Workman's Compensation Account No. is 895451-00-3.

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

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

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

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

PROPOSAL – Continued

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

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

Very truly yours,

HYTECH ROOFING, INC.

Print Company Name

By: Terry Carlson

Print Name

Terry Carlson, VP

Sign Name

Vice President

Title

4/27/09

Date

submitted prices

Mobilization, clean up, removals, disposals and demobilization

Roof Installed

<u>VENDOR</u>	<u>Minor Changes</u>	<u>Roof Installed Complete</u>	<u>SUBTOTAL</u>	<u>SALES TAX</u>	<u>GRAND TOTAL</u>
Hytech Roofing	\$ 5,000.00	\$ 81,390.00	\$ 91,390.00	\$ 7,676.76	\$ 99,066.76
Scholten Roofing	\$ 5,000.00	\$ 81,596.00	\$ 91,996.00	\$ 7,728.00	\$ 99,724.00
Contractors Roof Service	\$ 5,000.00	\$ 89,765.00	\$ 94,765.00	\$ 7,960.26	\$ 102,725.26
Esary Roofing and Siding	\$ 5,000.00	\$ 90,350.00	\$ 98,850.00	\$ 8,303.40	\$ 107,153.40
Centimark	\$ 5,000.00	\$ 91,432.00	\$ 106,982.00	\$ 8,987.00	\$ 115,969.00
Mikes Roofing	\$ 5,000.00	\$ 100,000.00	\$ 133,000.00	\$ 11,172.00	\$ 144,172.00
Roof Topper Inc	\$ 5,000.00	\$ 143,065.00	\$ 174,065.00	\$ 14,621.46	\$ 188,686.46
Snyder Roofing	\$ 5,000.00	\$ 193,295.00	\$ 213,295.00	\$ 17,916.78	\$ 231,211.78
Pacific Rainer Roofing Inc	\$ 5,000.00	\$ 257,921.00	\$ 273,196.00	\$ 22,948.46	\$ 296,144.46

verified prices

Hytech Roofing	\$ 5,000.00	\$ 81,390.00	\$ 91,390.00	\$ 7,676.76	\$ 99,066.76
Scholten Roofing	\$ 5,000.00	\$ 81,596.00	\$ 91,996.00	\$ 7,727.66	\$ 99,723.66
Contractors Roof Service	\$ 5,000.00	\$ 89,765.00	\$ 94,765.00	\$ 7,960.26	\$ 102,725.26
Esary Roofing and Siding	\$ 5,000.00	\$ 90,350.00	\$ 98,850.00	\$ 8,303.40	\$ 107,153.40
Centimark	\$ 5,000.00	\$ 91,432.00	\$ 106,982.00	\$ 8,986.49	\$ 115,968.49
Mikes Roofing	\$ 5,000.00	\$ 100,000.00	\$ 133,000.00	\$ 11,172.00	\$ 144,172.00
Roof Topper Inc	\$ 5,000.00	\$ 143,065.00	\$ 172,065.00	\$ 14,453.46	\$ 186,518.46
Snyder Roofing	\$ 5,000.00	\$ 193,295.00	\$ 218,295.00	\$ 18,336.78	\$ 236,631.78
Pacific Rainer Roofing Inc	\$ 5,000.00	\$ 257,921.00	\$ 277,421.00	\$ 23,303.36	\$ 300,724.36

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

Bill No. 9
Date: May 19, 2009
Subject: SE Pasek & SE Jensen Streets
Waterline Replacements, Contract No.
ENG-06-03 Acceptance as Complete

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

To accept Contract ENG-06-03 with C. Johnson Construction, Inc. in the amount of \$386,584.56 as complete in order to authorize contract closeout including the standard 45-day claims and lien period and final payments.

AUTHORITY

OHMC 2.330.010 provides for the acceptance of Public Works Construction Contract work as follows: "The Mayor, or his/her designee, is authorized to accept the public works and improvements performed under any contract awarded hereunder after determining that such work has been satisfactorily completed in accordance with the contract terms thereof. (Ord. 1470 § 4, 2006)."

SUMMARY STATEMENT

At the December 16, 2008 regular business meeting, the City Council awarded a contract to C. Johnson Construction, Inc. of Oak Harbor, WA in the amount of \$433,636.33, including sales tax, to construct the SE Pasek and SE Jensen Streets Waterline Replacement Project. The award was made pursuant to RCW 39.04 and OHMC 2.330 in that an invitation for bids was made, public notice was given by publication, and the bids received were publicly opened and evaluated in accordance with the bid specifications. In addition, Council authorized funds in the amount of \$43,000.00 as a contingency for contract changes.

City staff has inspected the finalized product and found that the work has been satisfactorily completed and is in compliance with the terms of the contract.

After completing the work, making minor adjustments for unknown conditions, and tabulating the final quantities, the final contract amount, including sales tax, is \$386,584.56. This agenda bill is to accept the contract work as complete and to authorize contract closeout including the standard 45-day claims and lien period and final payment.

STANDING COMMITTEE REPORT

The Public Works and Utilities Standing Committee considered this action at its meeting on April 2, 2009.

RECOMMENDED ACTION

A motion for the City Council to accept Contract ENG-06-03 with C. Johnson Construction, Inc. in the amount of \$386,584.56 as complete under OHMC 2.330.010, in order to authorize contract closeout including the standard 45-day claims and lien period and final payments.

ATTACHMENTS

None

MAYOR'S COMMENTS