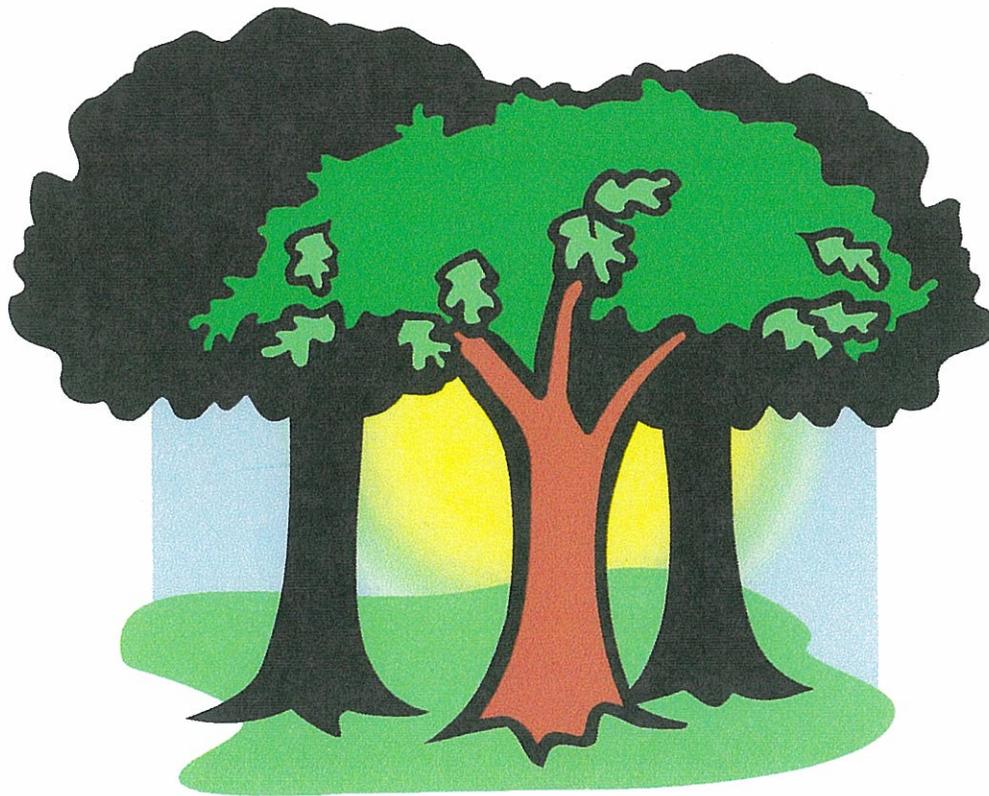


City of Oak Harbor  
Council Meeting Agenda  
For  
April 20, 2010  
6:00pm



**Arbor Day is April 30th**

**Oak Harbor City Council**  
**Tuesday, April 20, 2010, 6:00 p.m.**

**Welcome to the Oak Harbor City Council Meeting**

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

**Thank you for participating in your City Government!**

**CALL TO ORDER**

**INVOCATION**     Tim Gerhardt, Seventh Day Adventist

**ROLL CALL**

**MINUTES**

**NON-ACTION COUNCIL ITEMS:**

1. Proclamation – Older Americans Month.
2. Proclamation – Like to Bike.
3. Public Comments.

**COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:**

4. Consent Agenda:

**Page 62**

- a. Excused Absence – Mayor Pro Tem Danny Paggao, from the 5/18/2010 Council meeting.

**Page 63**

- b. Noise Permit – Honeycutt/Thomas Wedding.
- c. Approval of Accounts Payable Vouchers (Pay Bills).

**Page 66**

5. Oak Harbor Garden Club's Gazebo Proposal – Hal Ramaley Park.

**Page 76**

6. Byrne-Goldie Road Annexation.

**Page 112**

7. Agreement – SR20 Cleanup, Oak Harbor Fire Department Adopt-A-Highway Litter Control.

**Page 119**

8. Shoreline Master Program Update – DOE Grant Approval; Authorization to Determine Consultant Process.

**Page 138**

9. Interlocal Agreements – North Whidbey Parks and Recreation District.

**Page 158**

10. Pioneer Way – ROW Acquisition Authorization.
11. City Administrator's Comments.
12. Councilmembers' Comments.
  - Standing Committee Reports.
13. Mayor's Comments.

**ADJOURN**

*"Change your thoughts and you change your world."  
- Norman Vincent Peale*

*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.*

**City Council Meeting  
Tuesday, April 6, 2010, 6:00 p.m.  
City Hall – Council Chambers**

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

**INVOCATION** Ron Eerkes, New Covenant Four Square Church

**ROLL CALL**

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

Margery Hite, City Attorney  
Doug Merriman, Finance Director  
Steve Powers, Development Services Director  
Cathy Rosen, Public Works Director  
Eric Johnston, City Engineer  
Rick Wallace, Chief of Police  
Mark Soptich, Fire Chief  
Ray Merrill, Battalion Chief, OHFD  
Ron Hancock, Chaplain, OHFD  
Mike McIntyre, Senior Services Director  
Renée Recker, Executive Assistant to the Mayor

Jim Campbell was absent and formally excused from this meeting.

Paul Schmidt, City Administrator, was absent and formally excused from this meeting.

**MINUTES**

**MOTION: Councilmember Munns moved to approve the 3/23/10 meeting minutes. The motion was seconded by Councilmember Palmer and carried unanimously.**

**NON-ACTION COUNCIL ITEMS**

**Employee Recognition – Rhonda Severns, 30 years**

Public Works Director, Cathy Rosen introduced Ms. Severns and talked about her employment with the City which began in the Solid Waste Division in 1980. She transferred to the Streets and Water Division in 1985, and became Lead Water Meter Reader in 1994. Ms. Severns was promoted to her current position, Water Service Coordinator, in 1998 and her responsibilities include management of the City's Water Conservation Program, Water Efficiency Program and Cross Connection Control Program, as well as water quality issues. She is responsible for the collection of residential and commercial water meter readings each month and her customer service duties include investigation and resolution of high water consumption and water service issues, as well as water taste and odor complaints. Ms. Severns supervises two Water Specialists. Ms. Severns has received State Certification as Water Distribution Manager IV, Water Distribution Specialist II, and Cross Connection Control Specialist.

Rhonda excels in the area of customer service and has the ability to interact in a very positive manner with the public, and she possesses a "can do" attitude in all aspects of her work. Ms. Severns works with schools, residents, and businesses to educate people on water conservation measures and has been instrumental in the research and implementation of the radio read water meter upgrades. Ms. Severns also assists the Utility Billing Office, providing historical information and helping to resolve utility billing issues. She is an extremely valuable asset to the City of Oak Harbor. Mayor Slowik talked about Ms. Severns' efficient and caring nature and her great customer service. He noted that Ms. Severns is a true conservationist and works tirelessly on water and other conservation issues. Ms. Severns thanked the Mayor and Council for this recognition and also thanked her colleagues and the citizens of Oak Harbor for the opportunity to have served the community for 30 years. Ms. Severns' favorite quote: No person is an island. When we achieve it is because others have helped; I couldn't have done it without you.

### **Employee Recognition – OHPD Patrol Officer of the Year – Officer Serloyd Carter**

The men and women of the Oak Harbor Police Patrol Division are dedicated to the service of the citizens of Oak Harbor and, in order to highlight their dedication, the Patrol Officer of the Year Award was instituted in 2009. Chief of Police, Rick Wallace introduced Officer Serloyd Carter who was in the top 25% in 8 of 9 activity categories measured by the Patrol Division. Examples of areas in which Officer Carter rated high, (in surveys completed by numerous groups) are:

- Quality of investigations and reports
- Positive teamwork within the law enforcement community
- Positive interaction with the public

Officer Carter's collateral duties include:

- Department DRE (Drug Recognition Expert) Officer
- Hostage Negotiator
- Firearms Instructor
- PBT (Portable Breath Test) Equipment Maintenance Officer
- Officer Carter received the Department's Life Saving Award in 2009

Officer Carter introduced his family and thanked the Department for the honor of being selected for this award. Chief Wallace also thanked Lt. Dyer for his hard work on bringing this program back to life.

### **Break**

Mayor Slowik called for a break at 6:15 p.m. and the meeting reconvened at 6:20 p.m.

### **Proclamation – Arbor Day**

Councilmember Munns read this proclamation and presented it to Hank Nydam, Oak Harbor Parks Manager. Arbor Day is April 30, 2010 in the City of Oak Harbor and this proclamation urged all citizens to support efforts to protect our trees and woodlands and to plant trees.

### **Proclamation – Earth Day**

Councilmember Palmer read this proclamation and presented it to Hank Nydam, Oak Harbor Parks Manager. April 22, 2010 is the 40<sup>th</sup> anniversary of Earth Day which led to the creation of the Environmental Protection Agency and the passage of the Clean Air, Clean Water, and Endangered Species Acts.

Mr. Nydam talked about the tree and shrub planting that will happen on April 17<sup>th</sup> at Ft. Nugent Park. Oak Harbor's 5<sup>th</sup> graders have been invited to help from 8:00 a.m. to noon. This invitation is also extended to the whole community and Mr. Nydam thanked Maribeth Crandell for her work on this effort. This will be the seventh consecutive year that Oak Harbor has received a Tree City USA Award. Mayor Slowik thanked Mr. Nydam and the entire Parks Department.

### **Public Comments**

**Sandi Peterson, 964 NW Longview Drive, Oak Harbor.** Ms. Peterson asked that the City draft and adopt an ordinance that would prohibit the public disruption of funerals. Her complete comments are attached to these minutes as Exhibit A.

**Mel Vance, P.O. Box 2882.** When I enlisted in the military I took an oath to support and defend the Constitution of the United States of America. Council members took a similar oath when they were sworn into office. We have had a number of protestant clergy give invocations. We have many faiths in the City. I cannot recall a time when anyone other than a Christian church clergy member has given an invocation. We should be representing the entire community. Please reach out to other religious leaders in our community. If they are unwilling to participate, then stop the practice of having an invocation.

### **Removal of Agenda Items**

Mayor Slowik noted that the agenda item for the Envirolssues contract should be removed from this evening's meeting. It will require additional work to address future marketing and support that will be needed when the Pioneer Way Street Improvements Project is underway. Mayor Slowik also noted that the Taxi (For Hire Vehicle) License should be removed from the consent agenda so it may be presented as a quasi-judicial procedure.

**MOTION:** Councilmember AlMBERG made a motion to remove Agenda Item 8 - Contract with Envirolssues, Inc. from this evening's agenda. The motion was seconded by Councilmember Palmer.

**MOTION:** Councilmember AlMBERG made a motion to remove Consent Agenda Item 6A – Taxi (For Hire Vehicle) License, Whidbey SeaTac Shuttle Limousine Service from the consent agenda for discussion. The motion was seconded by Councilmember Palmer.

### **VOTE ON THE**

**MOTION:** Both motions carried unanimously.

**COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS**  
**Consent Agenda**

- A. Taxi (For Hire Vehicle) License – Whidbey SeaTac Shuttle Limousine Service.  
(Removed for discussion).
- B. Approval of Accounts Payable Vouchers.

**MOTION:** Councilmember Palmer moved to approve Consent Agenda Item B approving accounts payable check numbers 140677 in the amount of \$500.00, accounts payable check numbers 140845 – 140851 in the amount of \$11,608.88, accounts payable check numbers 140852 – 140861 in the amount of \$788.07, accounts payable check numbers 140862 – 141091 in the amount of \$949,445.88, payroll check numbers 93695 – 93794 in the amount of \$998,359.16, and accounts payable check number 93755 in the amount of \$1,857.99. The motion was seconded by Councilmember Munns and carried unanimously.

**Taxi (For Hire Vehicle) License – Whidbey SeaTac Shuttle Limousine Service**

In making the decision to grant or deny a license the Council may consider the following:

1. Whether the applicant will provide safe and reasonable service;
2. Whether the proposed rate structure is reasonable and other personnel are licensed and qualified;
3. Whether the licensee will operate within the law; and
4. Whether additional taxi service will cause unreliability and instability in the taxi service business for Oak Harbor.

City Attorney Hite explained the appearance of fairness and quasi-judicial procedure beginning with ex parte communications. As stated in RCW 42.36.060:

During the pendency of any quasi-judicial proceeding, no member of a decision-making body may engage in ex parte communications with opponents or proponents with respect to the proposal which is the subject of the proceeding unless that person:

- Places on the record the substance of any written or oral ex parte communication concerning the decision of the action; and
- Provides that a public announcement of the content of the communication and of the parties' rights to rebut the substance of the communication shall be made at each hearing where action is considered or taken on the subject to which the communication related. This prohibition does not preclude a member of a decision-making body from seeking in a public hearing specific information or data from such parties relative to the decision if both the request and the results are a part of the record. Nor does such prohibition preclude correspondence between a citizen and his or her elected official if any such correspondence is made a part of the record when it pertains to the subject matter of a quasi-judicial proceeding.

Ms. Hite then asked each Council Member to state, for the record, what ex parte contacts they have had, whether written or oral, concerning Whidbey SeaTac Shuttle and the proposed limousine service. Each Council Member stated they have not had ex parte contacts.

Ms. Hite continued to the appearance of fairness questions which were individually asked of each Council Member:

1. Do you have knowledge of having conducted business with either the proponents or opponents of this project?	Mr. Almberg	Mr. Dudley	Ms. Munns	Mr. Paggao	Mr. Palmer	Mr. Severns
	No	Has used the shuttle service.	No	No	No	No
2. Do you have either a pecuniary or a non-pecuniary interest in the outcome of this proceeding?	Mr. Almberg	Mr. Dudley	Ms. Munns	Mr. Paggao	Mr. Palmer	Mr. Severns
	No	No	No	No	No	No
3. Do you know whether or not your employer has a financial interest in the land or area which will be impacted by the decision in this proceeding?	Mr. Almberg	Mr. Dudley	Ms. Munns	Mr. Paggao	Mr. Palmer	Mr. Severns
	No	No	No	No	No	No
4. (N/A, but Ms. Hite asked this question). Do you live or own property within 300 feet of the area which will be impacted by the decision in this proceeding?	Mr. Almberg	Mr. Dudley	Ms. Munns	Mr. Paggao	Mr. Palmer	Mr. Severns
	No	No	No	No	No	No

5. Do you have any special knowledge about the substance of the merits of this proceeding which would or could cause you to prejudge the outcome of this proceeding?	Mr. Almberg	Mr. Dudley	Ms. Munns	Mr. Paggao	Mr. Palmer	Mr. Severns
	No	No	No	No	No	No
6. Do you believe that you cannot sit and hear this matter fairly and impartially, both as to the respective positions of the proponents and the opponents in this proceeding?	Mr. Almberg	Mr. Dudley	Ms. Munns	Mr. Paggao	Mr. Palmer	Mr. Severns
	No	No	No	No	No	No
7. Is there any member of the audience who because of the "Appearance of Fairness Doctrine" wishes to disqualify any member of the Council from hearing this matter? If so, please state the name of the Council Member and the reason or reasons why you believe that Council Member should be disqualified.						
No audience members came forward.						

Chief Wallace presented the agenda bill noting that Kevin Krueger was present on behalf of SeaTac Shuttle to answer any questions. Council had questions about the legal name of this business and the DBA names (legal name is SeaTac Shuttle LLC). Councilmember Palmer recused himself since he had done business with Bellair which is a DBA of SeaTac Shuttle.

**MOTION: Councilmember Paggao moved to approve the application for limousine service (for hire vehicle) – SeaTac Shuttle. The motion was seconded by Councilmember Severns and carried unanimously.**

**Annual Report – Oak Harbor Fire Department**

Fire Chief Mark Soptich presented the 2009 Oak Harbor Fire Department Annual which is attached to these minutes as Exhibit B. Council discussion included response time, fire loss amounts, the difference between a rescue unit (which will come forward for Council approval at a future Council meeting) and ambulance/EMT response unit, and the balance of personnel who live within or outside of the City's limits. Council thanked Chief Soptich for this excellent report and Chief Soptich thanked Battalion Chief Merrill, Lt. Anderson, Lt. Engle, Romy Velasquez, and Angela Braunstein for their work in preparing this report.

**Professional Services Agreement – Envirolssues, Inc.**

This agenda item was removed from the meeting's agenda.

**Pioneer Way Improvements, Engineering Design Contract, Phase 2 Authorization**

City Engineer Eric Johnston gave a PowerPoint review of the purpose and intent of the Pioneer Way Street Improvements Project and then presented this agenda bill requesting approval of the second phase of an engineering design and services agreement with Perteet Inc. for the SE Pioneer Way Improvements Project. Council is requested to authorize funding to continue with Phase 2 of the agreement and modify the scope and cost to include the preparation of National Environmental Protection Act (NEPA) documents resulting from the City's application for Community Development Block Grant (CDBG) Funding, design work for overhead utility relocations, retaining wall design for additional parking and the preparation of illustrative documents to assist in presenting the project design to the public and support for the City's public outreach program. City Council approved an agreement with Perteet Inc. for the preparation of improvement plans for Pioneer Way between City Beach Street and Midway Boulevard at its meeting on March 3, 2009. The contract is separated into three separate phases as follows:

- Phase 1 – Preliminary design
- Phase 2 – Final Design and construction document preparation
- Phase 3 – Construction

Funding in the amount of \$316,575.00 for Phase 1 services was also approved at that meeting. Phase 1 services included the evaluation of several alternative configurations for the project and the preparation of preliminary engineering for the selected alternative. On November 4, 2009, City Council approved Amendment No. 1 to the agreement with Perteet Inc. for the preparation of a record of survey to establish the true right of way of Pioneer Way in the project area and approved an increase of \$12,265.00 to the Phase 1 fee.

**Phase 1 – Preliminary Design**

<b>Council Action</b>	<b>Date</b>	<b>Amount</b>
Contract Authorized	March 3, 2009	\$316,575.00
Amendment (1): Survey	November 4, 2009	\$12,265.00
<b>Total for Phase I, as amended:</b>		<b>\$328,840.00</b>

**Phase 2**

The existing agreement with Perteet has a single scope of work, with tasks designated for the three phases set out above. As the project proceeds, new information and new direction from the Council requires that the scope of work be amended to reflect new tasks. Also, Council approval is required before Perteet is directed to proceed to the next phase of work. For those reasons, this agenda bill seeks Council authorization to direct Perteet to begin the Phase 2 work, and, at the same time, the Council is asked to add tasks to the scope of work for Phase 2.

If authorized by Council, the contract would allow the following tasks and fees:

**Phase 2, Final Design and Construction Document Preparation**

<b>Council Action</b>	<b>Date</b>	<b>Amount</b>
Authorize Phase 2	April 6, 2010	\$269,208.00
Amendment (2):		
NEPA Compliance		\$26,902.00
Utility Relocation		\$94,271.00
Additional Parking		\$17,050.00
Production of a 3-Dimensional Model and Exhibits		\$14,890.00
Support for EnviroIssues		\$9,431.00
<b>Total for Phase 2, as amended:</b>		<b>\$431,752.00</b>

Funding for the project is included in the Arterial Streets, Fund 104, 2007-2008 budget. Specifically, the budget includes \$4,500,000 which is a combination of \$3,500,000 in real estate excise taxes (REET) and a \$1,000,000 Island County Economic Development Project as reaffirmed by City Council on November 17, 2009. An application for CDBG funding in the amount of \$1,000,000 was authorized by City Council on January 5, 2010, and staff is working with Island County to identify funding sources that could be used to either offset City funds or to supplement the project budget to pay for elements not currently included in the project scope, such as relocation of the overhead utilities. It is also expected that staff will develop a supplemental budget proposal to include wastewater utility funds (and possible other fund sources) to pay for rehabilitation or replacement of the sewer lines.

Authorization for Phase 3, Construction Phase Engineering, is not being sought at this time. However, Phase 3 is currently budgeted at \$33,331.00. If no further amendments are made to the contract, the total Perteet contract amount will be \$793,923.00. The agreement outlined a scope and fee for both Phase 2 and Phase 3, however, authorization by the Council for each of the subsequent phases is needed.

The proposed amendments will increase the cost of the agreement by \$162,544.00 for a new, not-to-exceed limit of \$793,923.00 for all three phases. Authorization of \$760,592.00 for Phase 2, as amended, is being requested at this time. Phase 3 will not begin until authorized by the Council.

Mayor Slowik called for public comments at 7:25 p.m.

**Mel Vance, P.O. Box 2882.** Mr. Vance felt that the City is moving forward without all of the information needed. He asked if EnviroIssues is not used, would Perteet receive the funds for those elements that do not go forward. This did not seem evident in the amendment.

With no other comments coming forth, Mayor Slowik closed public comments on this agenda bill.

### Council Discussion

Councilmember Munns asked Mr. Johnston to reply to Mr. Vance's question. Mr. Johnston noted that payment to Perteet is based on hourly rates for time and materials. If work is not performed, then work under that task would not be billed by Perteet or paid for by the City. Mr. Johnston also noted that the same would be true for NEPA compliance; if stopped, then there would be no further billings. The contract "boilerplate" language describes fees for services which is different than a lump sum contract. Discussion continued about the timeline and control (City staff) for NEPA compliance, whether items g – Overhead Utility Relocation and h – Evaluate Overhead to Underground Cost in Phase 1 have been completed (Perteet is still working on these items since their dates for deliverables were on stand by until the street alternative was chosen; timeframe for deliverable dates has been extended), discussion on costs and funding to develop underground utilities, and that a different direction for bringing in utilities would add a much higher cost to the property owners. More information will be forthcoming. Discussion continued about the costs for day or night work on this project and the impact on the project's length and costs, and that design work is not affected by when the work will be done. The connection to EnviroIssues was discussed along with a recap on how a fees for services contract is paid with reference to a not-to-exceed amount. Discussion followed about the total project cost, possible acquisition of additional parking spaces and what the process could be if that becomes viable (east end; west end is already in the scope of work), and potential funding sources. The engineer's estimate will be in place by November 2010. Staff is proceeding on Council direction to underground the utilities. It was noted that the 3-D rendering of Pioneer Way helps convey the project's intent.

Discussion continued about the fee amounts and how they were totaled. It was noted that Mr. Monken has taken a municipal public works director position and is no longer Perteet's project manager for this project. Dan Hansen is now in that position for Perteet.

**MOTION: Councilmember Dudley moved to table this issue (the entire decision on the design services agreement for phase 2) and bring it back with the EnviroIssues contract. The motion died for lack of a second.**

Councilmember Dudley asked about costs to property owners regarding utility connection and when they would be available. Mr. Johnston noted an electrical contractor will have to be obtained first and more information will be available at the next Public Works Standing Committee meeting. Potentially, we will have this timeframe in place by early fall. Discussion continued about timeframes and the delay to Perteet caused by the City's decision-making process on the street direction.

City Attorney Hite noted that Council did not have the entire original consultant agreement reproduced with this agenda bill; only the scope of work was included. Some of these items are addressed in the full agreement.

**MOTION:** Councilmember Alberg moved to:

1. Authorize the Mayor to direct Pertee Inc. to proceed with Phase 2 of the Consultant Agreement dated March 5, 2009 for a fee not to exceed \$269,208.00.
  2. Authorize the Mayor to enter into a contract amendment for Phase 2 work as outlined on draft Amendment No 2 for a fee not to exceed \$431,752.00, and in a form approved the City Attorney.
- The motion was seconded by Councilmember Palmer.

**VOTE ON THE**

**MOTION:** Councilmembers Alberg, Munns, Paggao, Palmer, and Severns voted in favor of the motion. Councilmember Dudley opposed. The motion carried.

Mayor Slowik called for a break at 8:20 p.m. and the meeting reconvened at 8:30 p.m.

**Public Hearing – Amendment to C-3 Zoning**

Development Services Director Steve Powers presented this agenda bill for a text amendment to the Oak Harbor Municipal Code Sections 19.20.335 and 19.20.340 to restrict dwelling units on properties designated as C-3, Community Commercial, for properties located north of NE 16<sup>th</sup> Avenue. The proposed text amendment furthers goals and policies in the Comprehensive Plan to ensure that new development proposals in the area do not include dwelling units that may impact the operation of aircraft or reduce the operational capability of NASWI Ault Field. The City has long recognized the importance of limiting residential uses and other incompatible uses from encroaching northward towards NASWI Ault Field. This is reflected in the Oak Harbor Municipal Code with regulations to address noise levels, accident potential zones and limited use districts. These intentions are reflected in the adoption of goals and policies in the Comprehensive Plan Land Use Element and the Community Coordination Element. The goals and policies are further supported by the adoption of Resolution No. 04-03. Issues regarding residential uses and their possible encroachment northward toward NAS Whidbey Island were raised in conjunction with the 2008 Comprehensive Plan Amendments in conjunction with a request for Community Commercial land use designation along Goldie Road. (The Community Commercial zoning permits dwelling units above the ground floor.) The request for change was eventually approved with conditions to prohibit dwelling units from being included in the development of the property. This proposed text amendment is a follow-up to the 2008 Comprehensive Plan Amendments and, if approved, will restrict any dwelling units from being developed in the C-3, Community Commercial, district for properties located north of a line commensurate with NE 16<sup>th</sup> Avenue extended westward and eastward to the City limits. The proposed text amendment will primarily apply to properties that may be rezoned for Community Commercial in the future. The City is currently not aware of any

requests for change nor does it have any plans to change land use designation north of NE 16<sup>th</sup> Avenue to Community Commercial. However, if a trend develops to convert industrial land into commercial land due to a slow rate of absorption for industrial uses or any other reason, the proposed text amendment will ensure that dwelling units will not be part of any development plans. The proposed text amendment will apply to three properties that are currently zoned C-3, Community Commercial, on the west side of SR 20 and north of NE 16<sup>th</sup> Avenue. Any existing dwelling units located on the ground floor on these properties are currently non-conforming and will continue to remain non-conforming. Therefore their status will not be impacted by the proposed amendment. The proposed restriction on dwelling units in the C-3, Community Commercial, district is area specific since the City does believe that it is appropriate to continue support of dwelling units in the Community Commercial to promote mixed use developments and encourage urban densities where it can be supported. Therefore the proposed amendment will continue to permit dwelling units above the ground floor on C-3, Community Commercial, property south of NE 16<sup>th</sup> Avenue.

Mayor Slowik opened the public hearing at 8:40 p.m. and noted that Jennifer Meyer, Community Planning Liaison for NASWI was in attendance.

**Mel Vance, P.O. Box 2882.** Mr. Vance felt that the zone line needs to be moved further south and that the City should work with the County to prohibit new dwellings north of 16<sup>th</sup>, whether they are in the City or the County. Mr. Vance felt it should also be extended even further west of Heller Road. If the Navy ever sells the Seaplane Base, Regatta should be extended further east.

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

#### Council Discussion

Discussion followed on non-conforming uses and how they are defined or impacted, the adopted alignment of the road (addressed in the City's Transportation Plan and incorporated in the City's Comprehensive Plan), the three C-3 properties affected, the urban growth area and affect of C-3 properties and those existing land uses.

**MOTION: Councilmember Munns moved to amend the Planning Commission's recommendation and adopt the ordinance amending Oak Harbor Municipal Code Section 19.20.340 Principal Permitted Uses in the C-3, Community Commercial District to restrict dwelling units north of NE 16<sup>th</sup> Avenue, as shown in the proposed ordinance. The motion was seconded by Councilmember Severns and carried unanimously.**

#### **Northwest Clean Air Agency Clean Diesel Grant**

Public Works Director Cathy Rosen presented this agenda bill authorizing staff to submit the application for the Clean Air Diesel Grant to the Northwest Clean Air Agency (NWCAA). In 2005, the City was awarded a grant from the Department of Ecology Air Quality Program in the amount of \$30,000.00 to retrofit 6 diesel vehicles. Those 6 vehicles were retrofitted in 2008 and have been reducing the amount of toxic diesel

emissions the City releases into the environment. The Northwest Clean Air Agency has given the City notice that there are more funds available to install retrofit exhaust emission control technologies and idle reduction technologies on heavy-duty diesel vehicles and equipment throughout Island, Skagit and Whatcom counties. The Equipment Rental Division's mission is to provide safe, efficient and economical fleet services for the City of Oak Harbor. By pursuing this grant, we hope to make our fleet safer for the community by retrofitting an additional 15 diesel vehicles. No matching funds are required for the purchase and installation of the retrofit emission control technology for idle reduction technology.

There were no public comments.

**MOTION:** Councilmember Palmer moved to authorize staff to move forward to obtain the Clean Diesel Grant from the Northwest Clean Air Agency. The motion was seconded by Councilmember Munns and carried unanimously.

### **Councilmembers' Comments**

Council members gave standing committee reports, as available. Councilmember Palmer talked about the Whidbey Island Marathon which will occur this weekend and that registration is approaching 2,000 attendees. Councilmember Munns noted that AWC is still waiting for the close of the current session. Ms. Munns displayed the full-page inside flap advertisement showcasing Whidbey – Camano Islands in Southwest Airline's in-flight magazine – 2% funding at work. Ms. Munns also talked about the beautiful new banners now mounted on City streets. Councilmember Dudley talked about Ms. Peterson's earlier remarks which he would strongly support. Mr. Dudley asked about adoption of the Adult Entertainment Emergency Overlay Zone and if the residential buffer could be revisited. The public hearing is set for May 4<sup>th</sup> and Mr. Powers may bring forward a revised map.

### **Mayor's Comments**

Mayor Slowik reviewed upcoming meeting dates and talked about the Municipal Issues on T.V. taping which is forthcoming featuring the Mayor and Council Members' visit to Washington, D.C.; he thanked those Council Members who were in attendance. Mayor Slowik noted that they had a discussion with the representative from Senator Murray's office who has allowed the City to make an earmark after the fact. We have asked for \$2 million and will be put on the docket. This will be acted on in July and could be helpful in addition to the funding sources discussed this evening regarding Pioneer Way.

### **ADJOURN**

With no other business coming before Council, Mayor Slowik adjourned the meeting at 9:10 p.m.

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Connie T. Wheeler  
City Clerk

Sandi Peterson ~~

964 NW Longview Drive Oak Harbor, WA

My purpose in coming before you this evening is to ask that the council draft and adopt an ordinance that would prohibit the public disruption of funerals.

In light of recent litigation concerning a military family and the Westboro Baptist Church, I have come to believe it is time for a preemptive strike. Remember this group has already taken a look at coming here on at least one previous occasion. *The reason that family is in court is because such picketing is not illegal in New town*  
We should take action and deal with this now, not as an emergency situation, should, God forbid, the need arise in the future.

It is not my intention to prohibit freedom of speech. It is however, my intention to protect our military families. During one of the most trying times a family could ever experience, they should not be tortured by the disruption of picketers.

I propose that the city council and city attorney work together to draft and pass an ordinance stating picketers be allowed no closer than 300 yards of funeral homes, churches where funerals are being held, funeral procession routes, grave side services, and the homes of

the deceased. Doing this should take care of any and all desire or attempts by this or other groups like them to prey on the families of our fallen American heros.

I have spoken with 2 member of the council and they agree with me that an ordinance of this type is in order.

I hope the rest of you agree as well and that you move forward to pass such an ordinance in the very near future.

Exhibit B

# OAK HARBOR FIRE DEPARTMENT 2009 ANNUAL REPORT



# Oak Harbor Fire Department

## Directory



Headquarters .....	(360) 279-4700
Administrative Staff	
Fire Chief Mark Soptich .....	279-4701
Battalion Chief Ray Merrill .....	279-4702
Administrative Assistant Romy Velasquez .....	279-4703
Office Assistant Angela Braunstein .....	279-4704
Training Division	
Lieutenant Craig Anderson .....	279-4706
Maintenance Division	
Lieutenant Mike Engle .....	279-4708
Suppression Division	
Lieutenant Corky Bridgford, A Shift .....	279-4707
Lieutenant Mike Buxton, B Shift .....	279-4707

Cover photo: 2009 OHFD Group  
Photo by C. Soptich, June 2009.

# Organizational Overview

Oak Harbor Fire Department (OHFD) provides emergency services to the City of Oak Harbor, an area of 9.48 square miles, with a population of 23,360 (significantly higher during business hours). OHFD operates on an annual budget of approximately \$1.9 million, and protects the \$1.9 billion in property value.

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

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

## Inside Report

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2010 Goals	40

**PUBLISHED**  
**MARCH 2010**

### Special Points of Interest:

- 1,339 Incident Responses (13% more than 2008)
- Overall average response time: 4 minutes, 26 seconds.
- 1,039 Annual Fire & Life Safety Inspections (98%)
- Fire Loss down 27% from 2008
- Annual testing \* on 29 apparatus, 13,000+ feet of hose, 386 feet of ladders, and 45 sets of PPEs and SCBA masks

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

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**MAYOR**  
Jim Slowik

**MAYOR PRO TEM**  
Danny Paggao

**COUNCIL MEMBERS**  
Rick Almberg

James M. Campbell

Scott Dudley

Beth Munns

Jim Palmer

Robert (Bob) Severns

**City of Oak Harbor Vision Statement**

Oak Harbor... Whidbey Island's Premier Waterfront Community

**City Mission Statement**

The staff of the City of Oak Harbor is committed to delivering the highest possible level of service to its citizens, improving economic opportunity, quality of life and fostering community partnerships

**City Goals**

- Goal 1: Promote a healthy and growing business community
- Goal 2: Improve the appearance and livability of the community
- Goal 3: Encourage a safe community
- Goal 4: Build and enhance community partnerships
- Goal 5: Deliver superior quality service to our customers
- Goal 6: Protect and enhance capital investment in the City
- Goal 7: Promote a healthy work environment and employee excellence
- Goal 8: Annual review of the City's overall performance

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**The VISION** of *your* Oak Harbor Fire Department is:  
to continue to be recognized as consistently providing quality services in an efficient manner to our growing community.

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



**Our OBJECTIVES:**

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

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**Mark Sopotich**  
Fire Chief  
Dir. of Emergency Services  
22 years of service

## Message from the Chief...

Reflecting back on 2009, I am reminded about an event that occurred over 80 years ago. On April 29, 1929, the Oak Harbor Fire Department was created. Twenty-two Oak Harbor citizens met to discuss the formation of a fire department. They elected Ben Koejje as Fire Chief and Bert Zylstra as Assistant Chief. It was also decided drills would be held at the Judson Garage.

Then as now, tasks were accomplished, training conducted, and fires extinguished because of the dedication and determination of a small group of individuals. This diverse group pulled together for a common goal: to make their community a safer place to live.

Yes, there are several members who currently make their livelihood as career firefighters. And yes, the remaining members supplement their income as paid on call firefighters. Just as our forefathers, the men and women of today's Oak Harbor Fire Department have the same dedication, determination and passion serving the city and island community as emergency responders. Our personnel are our greatest asset. This is what makes the department what it is today. I appreciate each and every one of these fine men and women and I am grateful and proud to serve with them.

To know several goals were met, projects completed and incident responses made without serious injury or death to civilians or personnel is a great accomplishment.

We achieved three of our four major goals identified in our 2008 annual report:

Emergency preparedness improvements were made with the purchase of communications equipment, computer hardware, and a multi-agency full scale exercise the department helped prepare and participated in. Homeland Security Grants were the major funding source for these improvements. Emergency preparedness is an ongoing process. Additional improvements are planned in 2010.

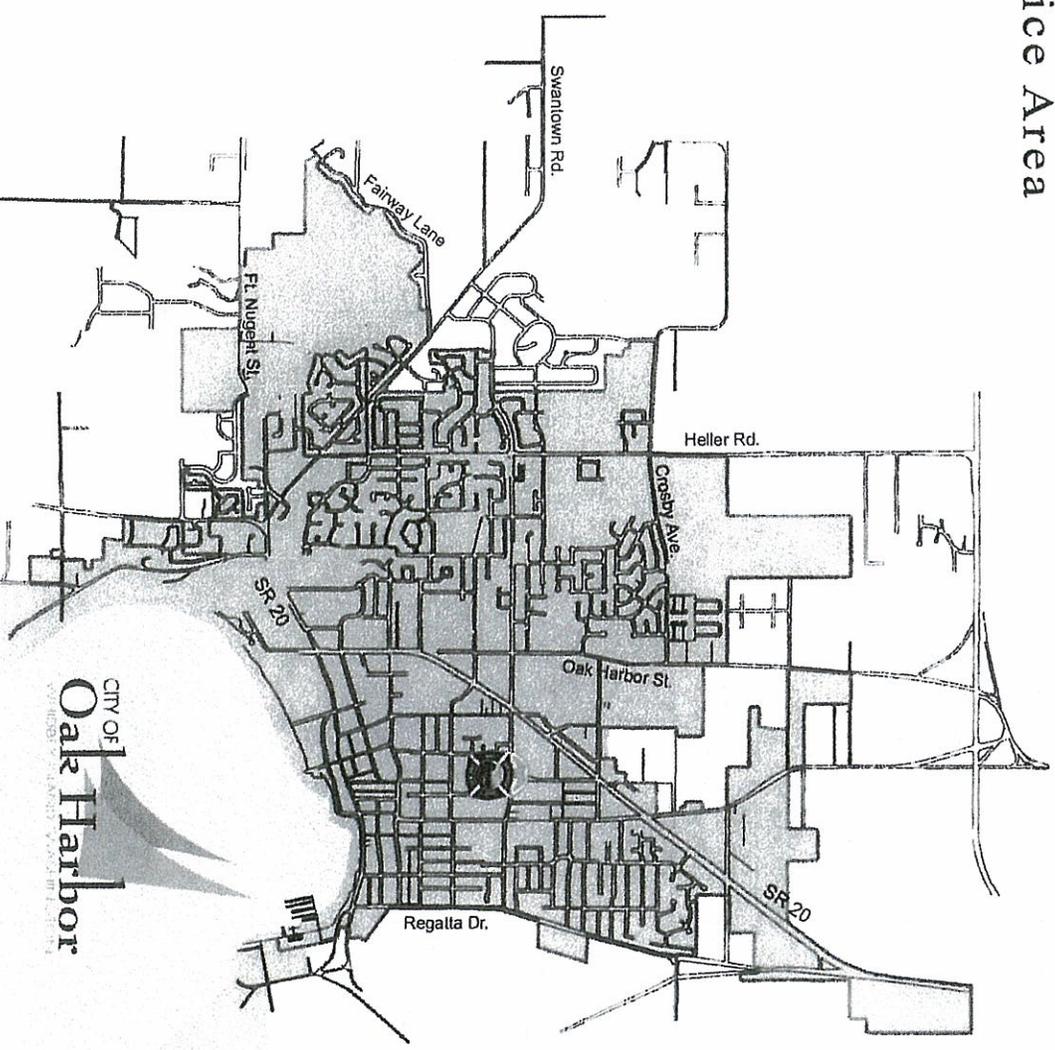
In December, city council approved a proposal to reorganize the fire department. Working through the process will provide a program that should serve the public and the department well into the future.

The Crime Scene Fire Investigation Unit was placed into service. The police and fire departments joined together to create a trailer that can be taken to a crime or fire scene to assist with the investigation process.

We were not successful with the replacement our rescue unit which was taken out of service in 2008. This will be a high priority for 2010.

*(continued on page 40)*

# Oak Harbor Fire Department Service Area



## 2009 Statistics

### General

Area Served in Square Miles .....	9.48
Miles of city streets .....	68.42
Population (as of 4/2009*) .....	23,360
Assessed Valuation .....	\$1,897,999,833
Fire Control Appropriation .....	\$1,857,553
Fire Control Expended .....	\$1,782,750
Engine Bond 230 App. ....	\$178,930
Engine Bond 230 Exp. ....	\$164,019
Emergency Service App. ....	\$12,270
Emergency Service Exp** .....	\$16,082
Department Revenue .....	\$61,561

\*Includes \$12,373 expenditures, Grant: State Homeland Security Program

### Personnel

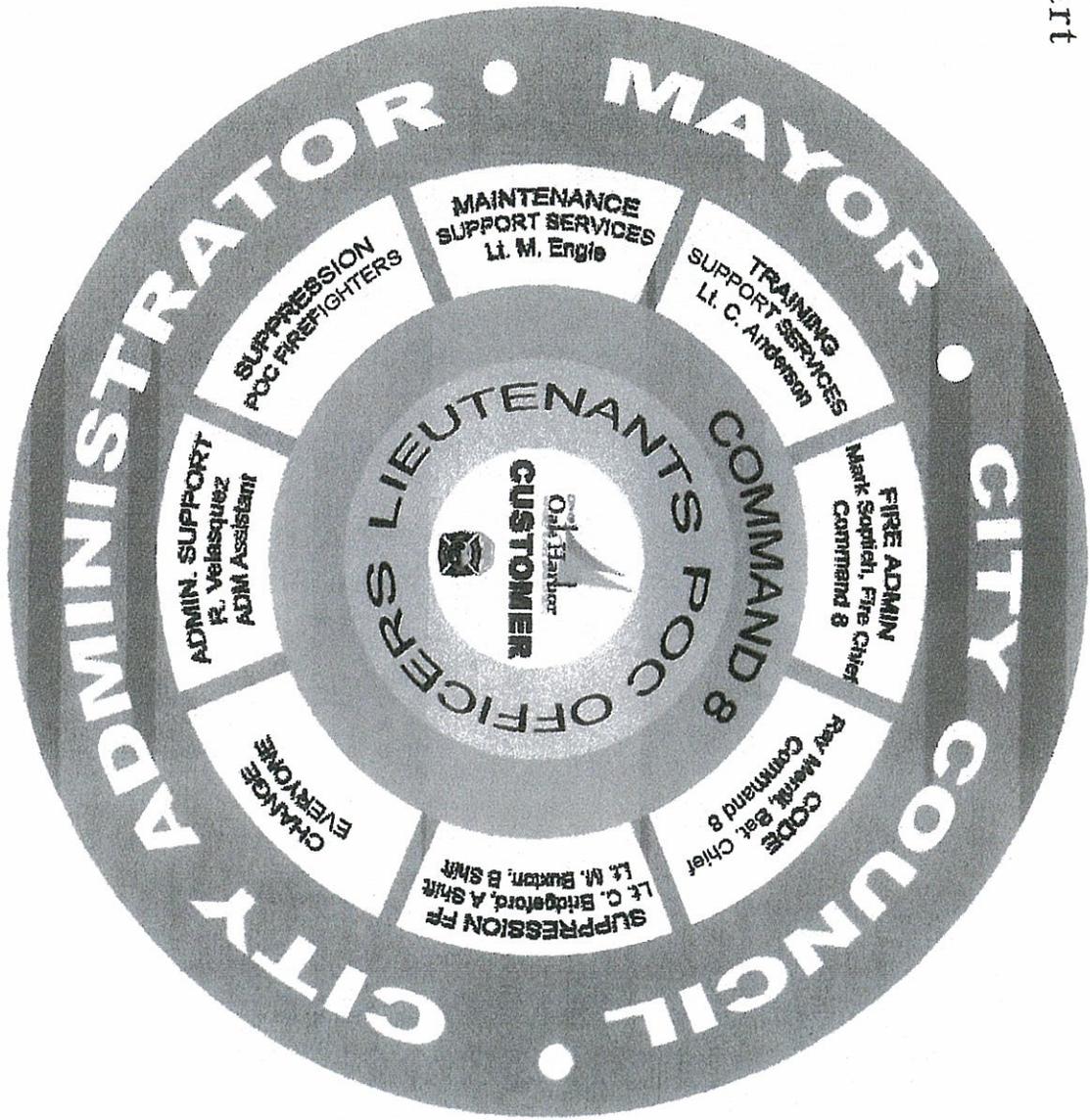
UNIFORMED FULL TIME .....	10
Number of Shifts .....	2
Full Time FFs per Day Shift .....	3
Full Time FFs per Night Shift .....	0
Average Hours Per Week .....	43
UNIFORMED PAID-ON-CALL .....	36
Number of Shifts .....	2
POC Firefighters per Day Shift .....	1
POC Firefighters per Night Shift .....	4
ADMINISTRATIVE SUPPORT .....	2

### Emergency Incident Responses

Fire Insurance Rating .....	4
Incident Responses (all) .....	1,339
Fire—(7%) .....	100
Medical—(51%) .....	665
Fire Loss .....	\$343,750
Injuries .....	1
Fire Service, Full Time .....	0
Fire Service, POC .....	1 (minor)
Casualties, Civilian .....	0

\*<http://www.ofm.wa.gov/pop/popfriends/popfriends.pdf>

# Organizational Chart



**Oak Harbor Fire Department** is a combination department, which means that part of the personnel are full-time, career firefighters and some are Paid-On-Call (POC) firefighters. Career and POC firefighters work together to provide continuous coverage to the City of Oak Harbor 24 hours a day, 7 days a week.

**Command 800:** 24 hours a day. Chief Officers alternate Command 800 duty on a weekly basis.

**A/B Shift:** Twelve-hour shifts Tuesday through Sunday, 0700-1900 hours (14 hour shifts on Mondays—0700-2100). Shifts work a rotating schedule: four consecutive days on shift and four consecutive days off. One full time lieutenant, two full time firefighters, and one POC firefighter are on duty per shift.

The Oak Harbor Fire Department organizational chart is intentionally designed with the citizens of Oak Harbor, our customer, in the center. The Oak Harbor community is at our core and all that our organization does and strives to do is for their benefit. Department personnel work together, like eight spokes of a wheel, each position has specific duties and responsibilities. Encircling the entire department is the City of Oak Harbor administration (the Mayor, City Council and the City Administrator).

**FIRE ADMINISTRATION**

- Mark Soptich, Fire Chief
- Command 8
- Director of Emergency Operations
- Internal/External Communications
- Administration, Support Services, Paid-On-Call Firefighters, Career Incentive Program, D Shift, High School Program

**CODE**

- Ray Merrill, Battalion Chief
- Command 8
- Code Enforcement
- Plan Review
- Investigations
- A/B Shifts
- Pre-Fire Plans
- Safety Committee Chair

**SUPPRESSION FIREFIGHTERS**

- C. Bridgford, Lieutenant, A Shift
- M. Buxton, Lieutenant, B Shift
- Occupancy Inspections
- Emergency Responses
- Training
- Annual Testing: Apparatus, Pumpers, Hoses, and Hydrants

**SUPPRESSION POCFFS**

- D Shift, Career Incentive Program, and High School Program
- Emergency Response
- Training

**ADMINISTRATIVE SUPPORT**

- R. Velasquez, Administrative Assistant
- A. Braunstein, Office Assistant
- Personnel
- Payroll
- Accounts Payable/Receivable
- Policy Review Committee
- Paid-On-Call Interview Board
- Uniforms
- Supplies
- Reception

**TRAINING**

- SUPPORT SERVICES
- C. Anderson, Lieutenant
- Internal and External Training
- Fire Prevention
- Public Education
- Audio Visual
- Health and Fitness
- Emergency Response

**MAINTENANCE**

- SUPPORT SERVICES
- M. Engle, Lieutenant
- Station 81 Facility Maintenance
- Apparatus Maintenance
- Protective Gear
- Radios and Pagers
- Annual Testing: Apparatus, Pumpers, Hoses, Hydrants
- Emergency Response

*The Oak Harbor community is at our core and all that our organization does and strives to do is for their benefit.*

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

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

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

# Revenue



**Romy Velasquez**  
Administrative Assistant  
19 years of service  
FT Member Since 1990



**Angela Braunstein**  
Office Assistant  
4 year of service

Line	Type	Bars Account Code	Break Down	Amount
1	Donations and Contributions	001.00.367.000.0000	\$2,000.00	\$2,000.00
2	Fire Control Services	001.00.338.022.0000	\$46,204.00 Restitution: Hughes \$14.00	\$46,218.00
3	Fire Facility Rental: Station 81	001.00.362.040.0000	\$800.00	\$5,984.00
	Island County Recruit Training			
	ICOM Back-Up Dispatch Center	001.00.362.050.0000	\$5,184.00	
4	Fire Recruit Training	001.00.341.022.1000	\$2,550.00	\$2,550.00
5	Fire Protection Services: Permit Fees	001.00.338.022.1000	\$3,835.00	\$3,835.00
6	Incident Report Fees	001.00.341.090.0000	\$25.00	\$25.00
7	Judgments and Settlements	001.00.369.040.0000		
8	Other Miscellaneous Revenue			
	Taxable	001.00.369.092.0000	\$180.00	\$949.00
	Non Taxable	001.00.369.090.0000	\$486.00	
	Xerox/Fax - Taxable	001.00.341.034.0000	\$283.00	
<b>Total 2009 Revenue</b>				<b>\$61,561.00</b>

# Grants

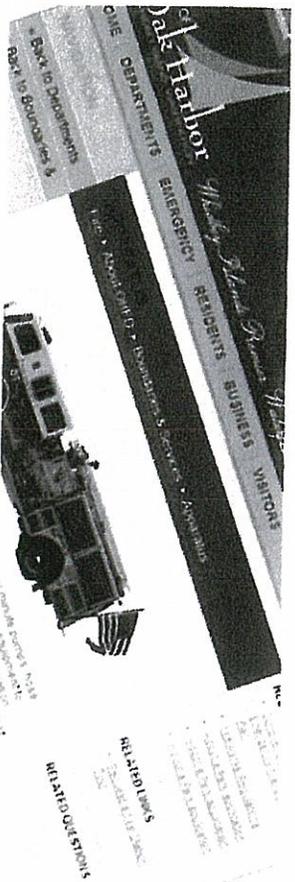
Line	Type	Bars Account Code	Break Down	Amount
1	State Homeland Security Grant	001.00.333.097.9700	\$7,768.00 \$12,373.00	\$20,141.00
2	WA DOH PreHospital Participation Grant	001.00.334.040.9000	\$1,726.00	\$1,726.00
<b>Total 2009 Grants</b>				<b>\$21,867.00</b>

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# Fighting Fire with Technology



In 2009, OHFD purchased a wireless, helmet-mounted camera for less than \$200 that will be utilized in the production of training videos. The camera is small, about the size of a small flashlight, waterproof, heat resistant (to 912°F) and can record up to 2 hours of data. It also records sound and is equipped with LED lighting. The Training division is excited to have this useful tool to follow firefighters through both training and real emergency situations.

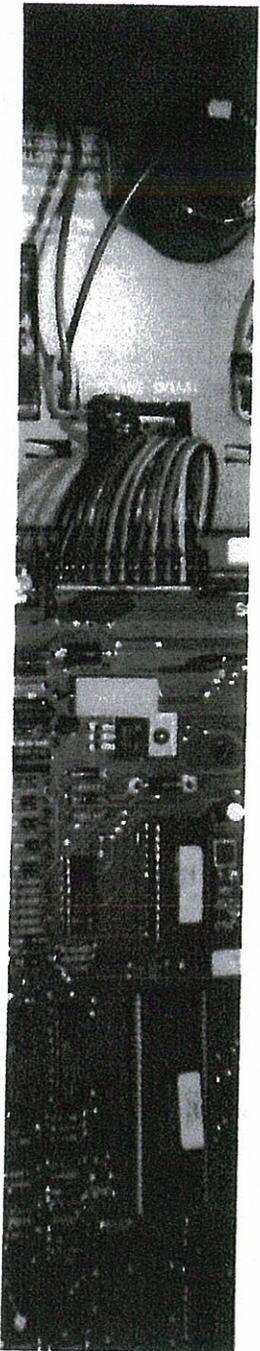


[www.oakharbor.org](http://www.oakharbor.org)

The internet continues to be important to Oak Harbor Fire Department. To the community, our website is a valuable resource for fire safety and emergency preparedness. Within the department, internet is utilized to communicate and train firefighters through online OHFD training videos, department email and schedules.

In 2009, OHFD shut down it's independent website and committed fully to the City's website. A City website re-design has been in the works for several years and is currently in the testing and data entry stages. A public launch is expected in early 2010.

*Photos this page: Top left, © www.freem.com; top right, screen shot of the apparatus page of the newly re-designed www.oakharbor.org; Below, R. Merrill, Silent Night security panel electronic board, Jan 2009.*



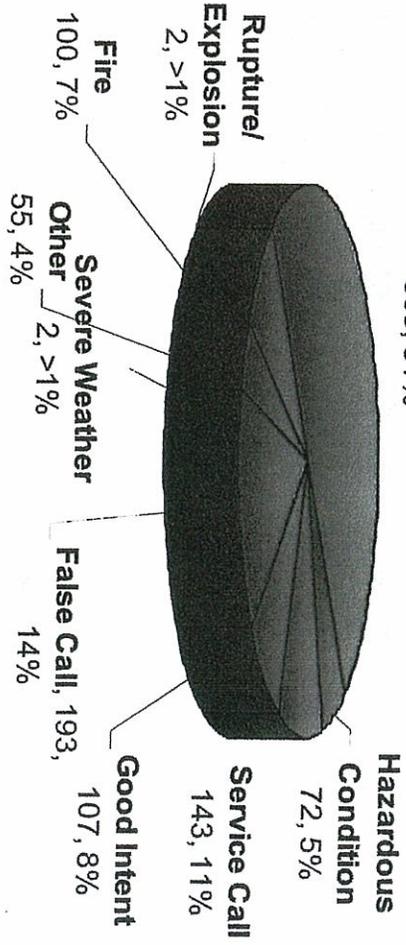
*"We would like to express our appreciation for the great CPR/First Aid Class. Everyone came away with an "I can do that" attitude. Thank you for your most generous gesture.*

- F. Flenning, Senior Services of Island County, September 2009

# Emergency Incident Response—1,339 calls

EMS/Rescue, 665, 51%

*This graph represents the various incident types responded to in 2009. Each type category is broken down in greater detail in the list below.*



**Corky Bridgford**  
Lieutenant  
A Shift  
13 years of service  
FT Member Since 1996



**Mike Buxton**  
Lieutenant  
B Shift  
17 years of service  
Member Since 1992

<b>Fire</b>	<b>100</b>	<b>Hazardous Condition</b>	<b>72</b>	<b>False Alarm (No Fire)</b>	<b>193</b>
Residential Structure .....	14	Gasoline or Oil spill .....	21	Sys. Activation, Malfunction .....	76
Building (non residential) .....	10	Natural Gas Leak .....	10	Sys. Activation, Unintentional .....	99
Cooking Fire .....	17	Electrical Problem .....	3	System Activation, Malicious .....	13
Chimney Fire .....	4	Other .....	38	Other .....	5
Grass/Brush Fire .....	14	<b>Service Call</b>	<b>143</b>	<b>Severe Weather</b>	<b>2</b>
Vehicle .....	8	Water Problem/leak .....	29	<b>Other</b>	<b>55</b>
Other .....	33	Public Service .....	20	No Response/Dispatch Error .....	30
<b>Rupture/Explosion</b>	<b>2</b>	Unauthorized burning .....	12	Citizen Complaint .....	25
		Other .....	82		
<b>EMS/Rescue</b>	<b>665</b>	<b>Good Intent</b>	<b>107</b>		
Assist EMS Crew .....	470	Dispatched & cancelled .....	64		
Motor Vehicle Accident .....	112	Smoke Scare .....	13		
EMS Call (not MVA) .....	53	No Incident Found on arrival .....	13		
Other .....	30	Other .....	17		

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**OHFD INCIDENT TYPE COUNT**  
3-YEAR REVIEW | 2007—2009

**By Call Type**

	2009	2008	2007
Fire	100	63	80
Rupture/Explosion	2	7	10
EMS/Rescue	665	612	698
Hazardous Condition	72	45	65
Service Call	143	101	100
Good Intent Calls	107	94	115
False Alarms / False Calls	193	193	280
Severe Weather / Natural Disaster	2	6	6
Other	55	62	38
	<b>1339</b>	<b>1183</b>	<b>1392</b>

**Percentage of all calls**

	2009	2008	2007
Fire	7%	5%	6%
Rupture/Explosion	>1%	1%	1%
EMS/Rescue	51%	51%	50%
Hazardous Condition	5%	4%	5%
Service Call	11%	9%	7%
Good Intent Calls	8%	8%	8%
False Alarms / False Calls	14%	16%	20%
Severe Weather / Natural Disaster	>1%	1%	>1%
Other	4%	5%	3%



**Ron Hancock**  
Captain  
Paid On Call  
36 years of service



**Bob Wallin**  
Captain  
Paid On Call  
23 years of service

**INCIDENT RESPONSE  
AT A GLANCE**

Total Incident Response:  
1339 calls

Number of Fire Calls:  
100 (7%)

Number of EMS Calls:  
665 (51%)

Busiest Month:  
July (144 calls)

Busiest Day of the Week:  
Thursday (228 calls)

Busiest Hour of the Day:  
5pm-6pm (103 calls)

Slowest Month:  
February (82 calls)

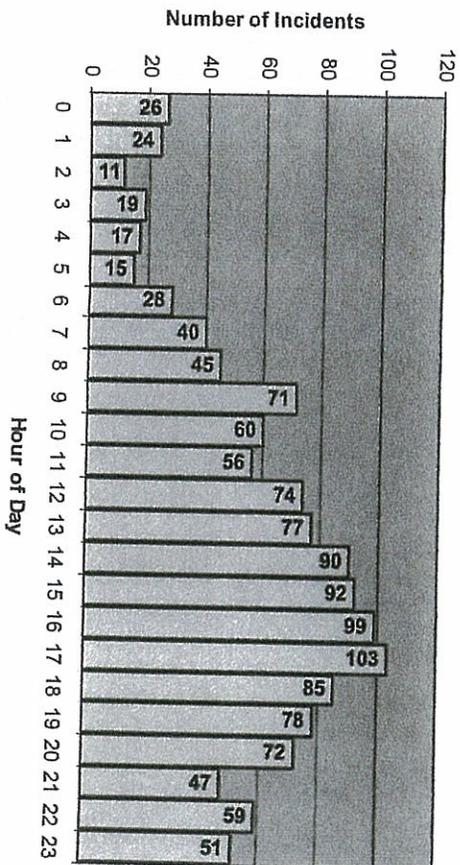
Slowest Day of the Week:  
Sunday (169 calls)

Slowest Hour of the Day:  
2am-3am (11 calls)

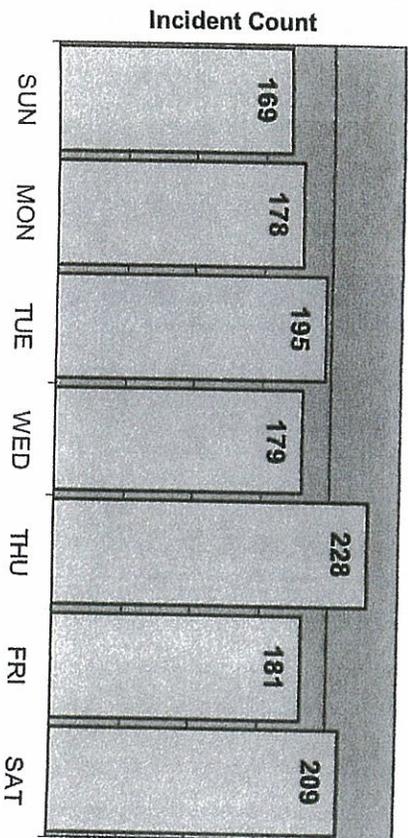
Average calls per week:  
26

Ten Year Trend:  
27% Increase  
1052 calls 10 years ago

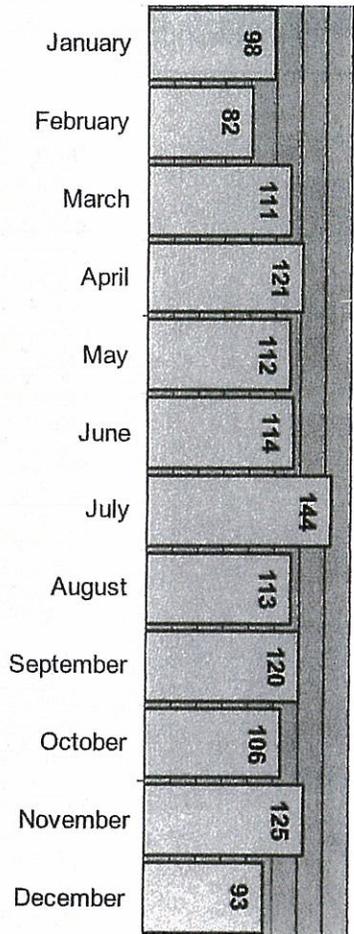
**2009 Incident Count per Hour of Day**



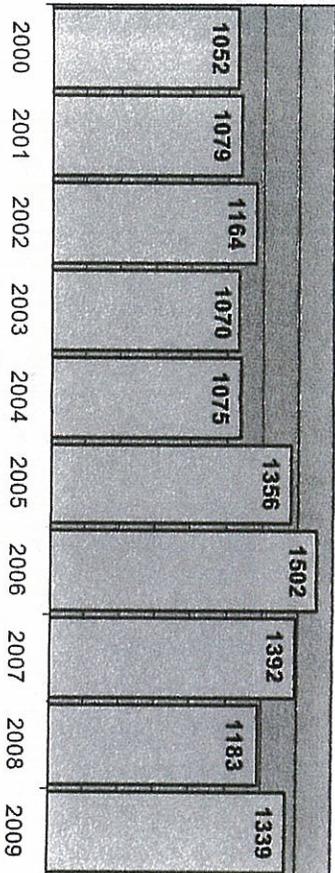
**2009 Incident Count by Day of Week: 1339 total**



**2009 Incident Count by Month: Total 1339**

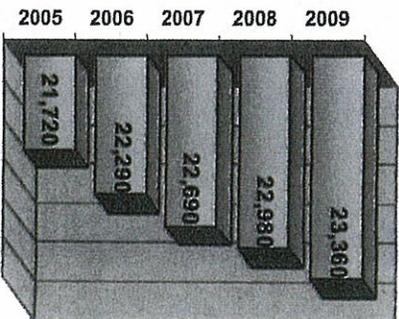


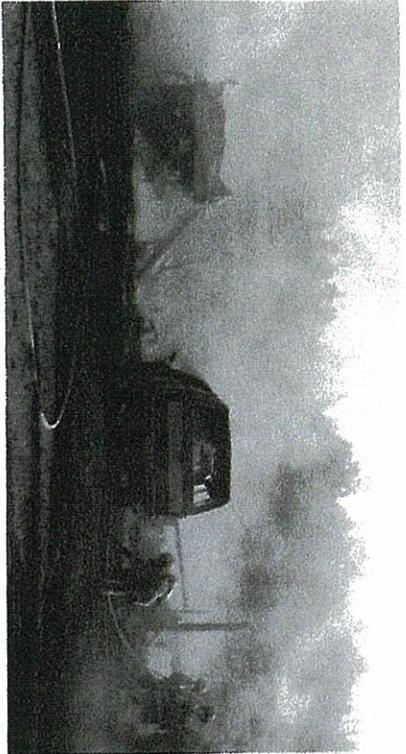
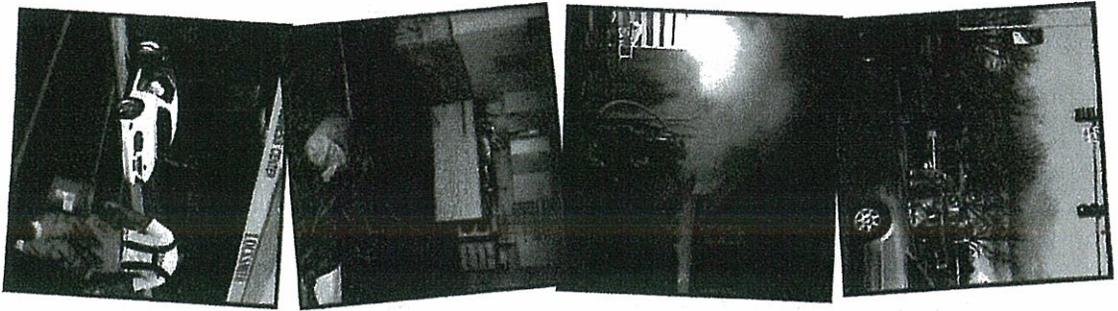
**Ten Year Incident Count Trend**



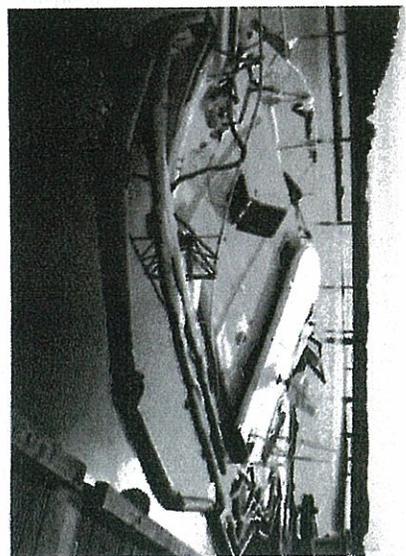
{ 1929 to 2009 } Celebrating 80 Years of Service — 15

**City of Oak Harbor  
Population  
5 - Year Review**





*Detached garage fire. Mutual Aid with North Whidbey Fire & Rescue. Photos by R. Merrill, August 2009.*



*Photos of a sinking vessel towed into Oak Harbor Marina. OHFD responded with oil spill containment equipment. Photos by OHFD members, September 2009.*

*Sidebar at left (top to bottom): Motor vehicle accident, November 2009, Vehicle fire (photo © WNT, 2009), Landslide into house, Mutual Aid to South Whidbey Fire & Rescue (photo by M. Sopotich, April 2009), and car into business (photo © WNT, 2009).*

# Response Time

## 4 minutes, 26 seconds

The overall average response time for Oak Harbor Fire Department in 2009 (dispatch time not included): **4:26**.

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

With the City's population rising, the fire department is constantly looking for ways to improve its response time. It takes, on average, one and a half minutes (90 seconds) for the Island County 911 dispatch center, ICOM, to answer an emergency call and dispatch the appropriate agency, apparatus and personnel. The remaining time is consumed by personnel getting into their gear, into

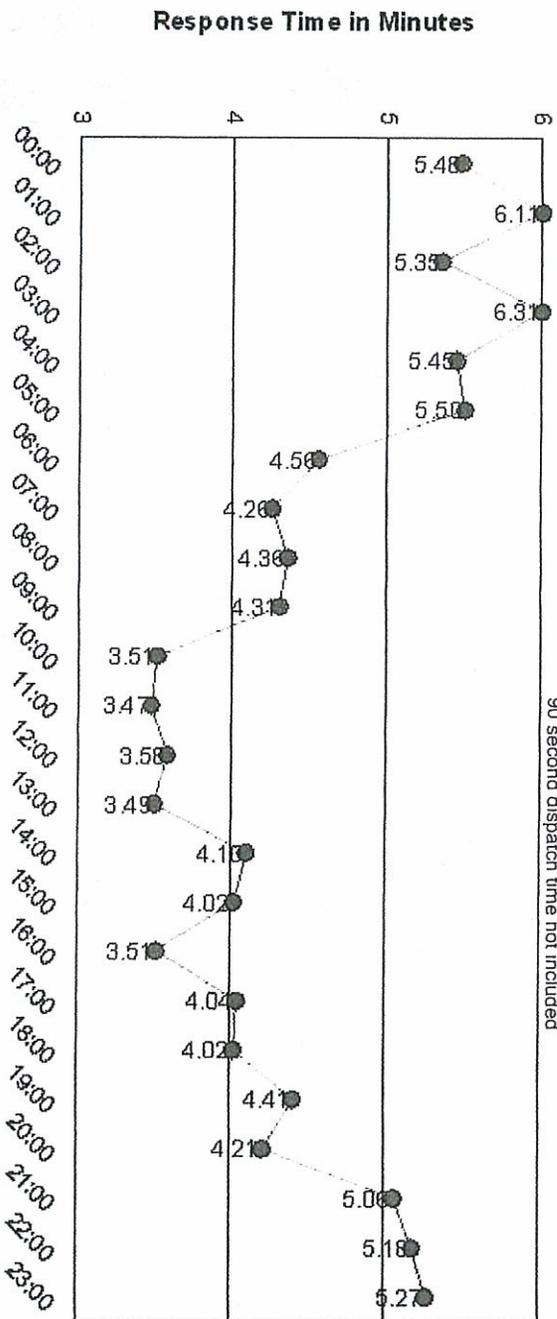
apparatus and driving to the scene. Variables such as location, weather, traffic volume, and other drivers play a large part in response. Technology is helping shorten response time by pin-pointing addresses and relaying information needed to apparatus computers and maps.

*"Thank you for all you do in the community. We truly appreciate the help and support you provide*

*us.*

-Home Place, September 2009

**2009 Average Response Time by Hour of the Day**  
90 second dispatch time not included



## Fire Prevention Division



**Ray Merrill**  
Battalion Chief  
Fire Prevention / Code  
20 years of service

### Fire Code Enforcement

The International Family of Codes, adopted by the State of Washington and the City of Oak Harbor, including the Building, Fire, Mechanical, Electrical, and Residential Building Codes, to name a few of the entire family of codes, is the basis for the design and safety features of a building. Due to major fire and life safety incidents, such as the MGM Grand Fire of 1980 (84 lives lost), Happy Land Social Club fire of 1997 (87 lives lost), the Station Nightclub fire of 2003 (100 lives lost), and to underscore the hundreds of lives lost in single and multi-family homes annually, new or improved fire and life safety requirements have been adopted.

During the design phase an occupancy group classification (or the specific use) of the building is determined and the appropriate life safety requirements are applied. The specific use of the building will dictate the level of fire and life safety protection required.

The ultimate goal is to ensure the safest and most hazard free building possible. The Building Code addresses the basic or minimum building requirements and the types of materials which can be utilized in constructing buildings. The Building Code also establishes means of egress, travel distances to exits, building

lighting, size of doors, hallways and exit and emergency lighting.

The greater the life-hazard, the more safety equipment or more restrictive design of the building is required. The safety items may include fire alarm systems, fire sprinkler systems, fire evacuation systems, the protection of the hood and duct cooking areas, or a combination of all of these items. Where the chance of loss of life is high, such as apartment or condominium complexes, assembly areas (meeting rooms, churches, schools, restaurants) and elderly care facilities the greater the need for life safety equipment.

The size, both in total square footage and over-all height of the building, will also play an important role in determining the minimum required safety equipment.

The International Fire Code, as adopted by the City, is the basis for all fire and life safety items enforced by the Fire Department. Additionally the Oak Harbor Municipal Code has a section that provides more restrictive requirements than the International Fire Code. The more restrictive elements include fire alarm systems for most commercial occupancies, water flow requirements, and the remodeling of existing buildings.

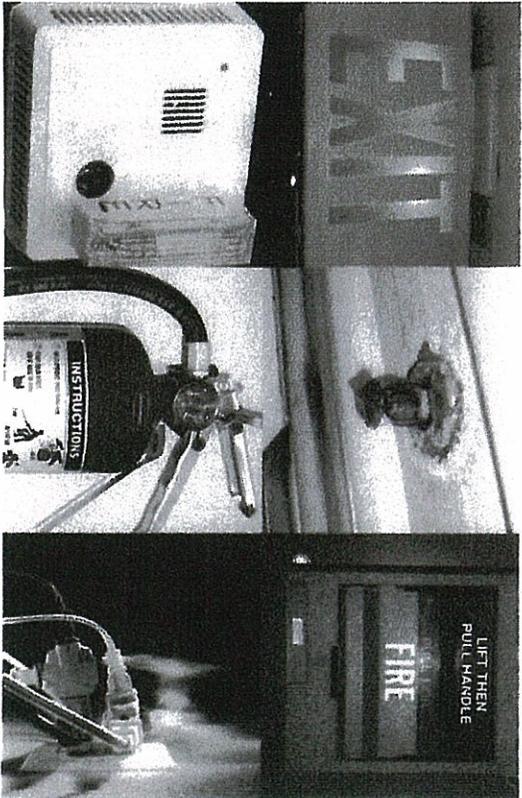
The building owner or the tenant is responsible for the on-going safety, upkeep and code compliance requirements for their respective buildings. Some examples of lawful conduct include:

- Not exceeding the maximum occupant load of the building. This occupant load is determined by the total square footage and the proposed building use.
- Maintaining fire exits and all required exit lights and illumination.
- Maintaining all portable fire extinguishers.
- Completing annual confidence testing and certification of fire alarm and fire sprinkler systems.
- Completing semi-annual hood and duct fire suppression system confidence testing.
- Proper storage of flammable and combustible materials.
- And, if required, conducting annual fire drills and on-going staff training.

**In 2009 the fire department conducted 1,039 Annual Fire and Life Safety Inspections.** That equates to a 98% annual inspection ratio to total number of commercial occupancies within the City (including new occupancy inspections). Department personnel conducted 27 new occupancy inspections and 121 re-inspections of the annual Fire and Life Safety Inspection.

The goal of the Annual Fire and Life Safety Inspection is to provide a safe environment for the residents, the occupants, the employees and the businesses inspected. The most common violations were:

1. Non-working exit lights or exit signs.
2. The improper use of extension cords.
3. Fire extinguishers in need of annual servicing.
4. Fire alarm or sprinkler system past due for service.



*Safety items examined during a Fire and Life Safety Inspection. Stock photos, free use.*

**Types of Commercial Occupancies in Oak Harbor, FY2009**

Multi-Family	2651
Retail business	2222
Office/Profession	2151
Other*	1741
Restaurants	601
Medical Office	411
Churches	281
Food & Bev Sales	241
Banks	161
Motels / Hotels	171

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

*"Thank you so much for the use of your potable water at the festival were a big hit. We gave out over 400 cups each day. Your generosity helped make many people comfortable and safe! Thank you again!"*

T. Gavin, on behalf of the Coupeville Arts Festival, August 2009

## Fire Investigation

When a fire occurs, the Fire Marshal investigates the fire to determine the origin, cause, and other factors that may have contributed to the ignition and growth of a fire.

Each fire is examined to determine if the fire was intentional or accidental. This provides a basis of fact, which can be used in an after-fire legal process (if needed) and to help prevent a similar fire from happening again. Information gather is used in fire prevention education and reported to national fire prevention data bases. The fire investigator is also tasked

with determining the monetary value of the damage or property loss.

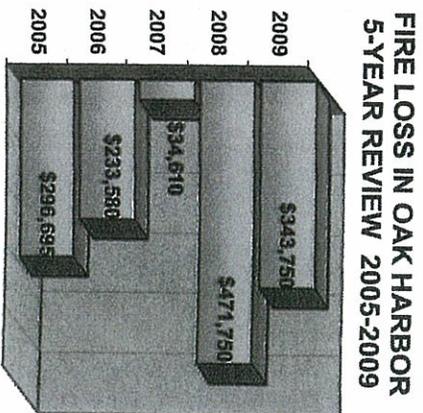
When investigating a fire, the investigator observes and documents the scene with photographs and/or video, collects evidence and talks with witnesses and firefighters. He is also responsible for securing the scene until the investigation is complete and determining when the property can be returned to the property owner and/or occupied.

## Crime Scene & Fire Investigation Trailer

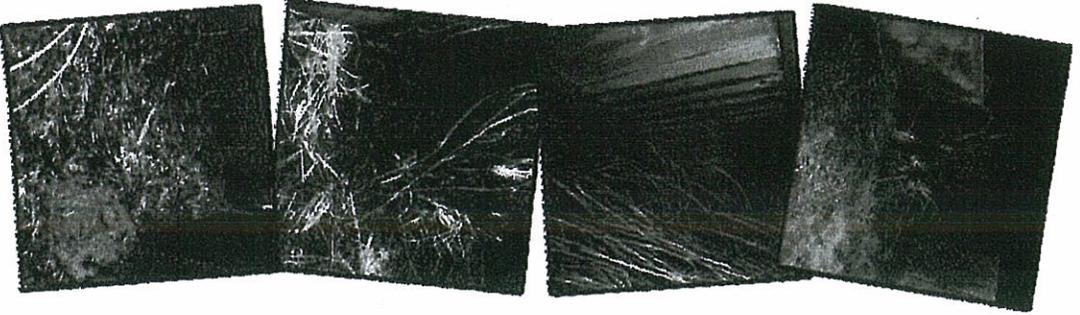
Oak Harbor Fire Department operates a Crime Scene and Fire Investigation Trailer with Oak Harbor Police Department. This special operations trailer assists both agencies in their investigation processes by providing a convenient, on-site lab equipped with equipment necessary to the investigation.

Oak Harbor Fire investigators examine all fires within the City and sometimes assist neighboring agencies with their fire inves-

tigations; but focus on fires involving injury or death, a high dollar loss, cluster fires and any fire where the cause is immediately apparent.



*Investigation photos from grass fence fire. R. Merrill, August 2009*



## 2009 City of Oak harbor Fire Experience and Loss, by Month

<b>January</b>	SE Pioneer Way. Fire in nightclub restroom. Cause undetermined. Fire loss \$200.	SW Harrier Cir. Fence/deck fire. Cause undetermined after investigation. Fire loss \$1,000.
<b>February</b>	NE 5th Ave. House fire, started in garage. Failure of equipment or heat source, arching. Fire Loss \$250,000.	<b>July</b>
<b>March</b>	N Oak Harbor St. Dumpster Fire. Fire Loss \$500.	State Route 20. Vehicle fire, distributor problem. Fire loss \$1,000.
	NE Goldie St. Residential Structure fire. Caused by smoking materials. Fire loss \$11,000.	SE Fidalgo Ave. Commercial fire on deck. Cause under investigation. Fire loss \$250.
<b>April</b>	NW 1st Ave. Fire outside of garage door. Caused by smoking materials. Fire loss \$500.	<b>August</b>
	State Route 20. Dumpster Fire. Fire loss \$1,000.	SW Sunnyside Ave. Brush/grass fire. Cause undetermined. Fire loss \$100.
<b>May</b>	SW McCrohan St. Fire in laundry room electrical outlet in an attached garage. Fire loss \$100.	<b>September</b>
	SE Pioneer Way. Commercial fire in laundry room, dryer fire. Fire loss \$550.	NW Atalanta Way. Brush fire. Cause undetermined. Fire loss \$300.
<b>June</b>	N Oak Harbor St. Fire on balcony. Caused by smoking materials. Fire loss \$250.	SW Putnam Dr. Vehicle fire, parked next to garage. Arching ignited engine. Fire loss \$4,500.
	State Route 20. Vehicle fire in Drive-thru. Fire loss \$500.	<b>October</b>
	SE 4th Ave. Unoccupied kitchen fire. Stove accidentally turned on, not off. Fire loss \$40,000.	NW Almond Lp. Kitchen fire. Oil fire on stove. Fire loss \$1,000.
	E Whidbey & NE Regatta Dr. Vehicle fire. Fire loss \$500.	NE Barron Dr. Apartment kitchen fire. Box on stove ignited. Fire loss \$1,000.
	NW Falls Creek Lp. House fire in crawl space. Caused by smoking materials placed too close to crawl space vents. Fire loss \$20,000.	S. Oak Harbor St. Kitchen fire. Unattended cooking, oil fire. Fire loss \$9,000.
		<b>November</b>
		<i>No reportable fires.</i>
		<b>December</b>
		SE 8th Ave. House fire in crawl space. Failure of equipment/heat source, arching. Fire loss \$500.
		<b>Total Fire Loss</b> <u>\$343,750.00</u>

{ 1929 to 2009 } Celebrating 80 Years of Service — 21

*"...I was simply astonished by how wonderful this team of firefighters reacted and went above and beyond my call of help. I would like you all to know that I sincerely appreciated all your help... You truly made an unfortunate incident a very memorable one that showed the kindness and dedication you all have for our community. Job well done!!!"*

- J. Franssen, April 2009

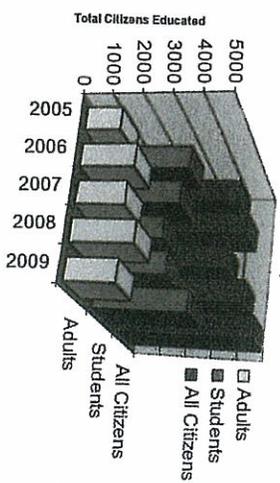
# Public Education



*Mock DUI Presentation at Oak Harbor High School, May 29, 2009. Photos by: A. Braunstein. Above: Inter-agency training, February, 2009. Photo by OHFD.*



**Public Education Five Year Trend**



Count of Oak Harbor citizens educated in fire safety in 2009	
Students (2-18 yrs)	3,278
Adults	1,715
<b>Total</b>	<b>4,993</b>



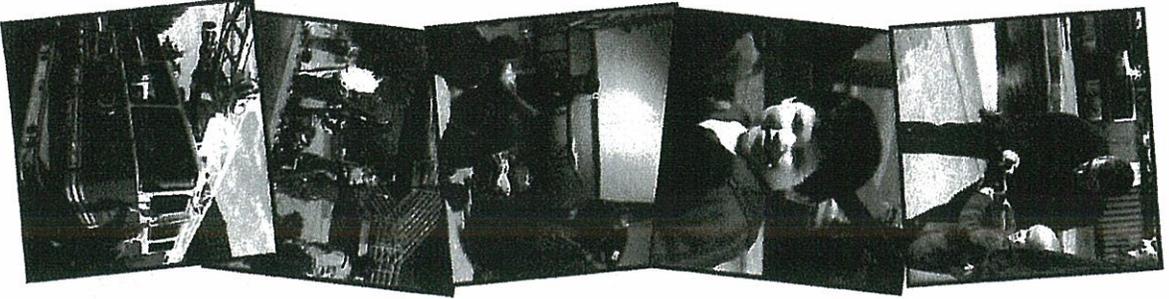
## Station 81 Tour

Fire station tours are an excellent opportunity for public fire education and public relations for Oak Harbor Fire Department. Firefighters are engaged in the business of saving lives, whether it involves a response to a fire after it has occurred or, more importantly, before it happens. The simple truth is that we are far more likely to save a child's life through fire safety education — providing him with knowledge to prevent a fire or the proper action to take during a fire — than by the actual rescue of a child during a fire incident. A station tour is a great opportunity to teach important life safety skills to visitors and for adults and children to learn that firefighters do so much more



*"The simple truth is that we are far more likely to save a child's life through fire safety education — providing him with knowledge to prevent a fire or the proper action to take during a fire — than by the actual rescue of a child during a fire incident."*

*Oak Harbor Elementary School students during Station 81 tour. April 2009. Photos by A. Braunschtein.*



**FIRE SAFETY / STATION TOUR**

March 4 <sup>th</sup>	His Kids Pre-School	16 Students (3-4 Y/O) 2 Adults	at NW 2 <sup>nd</sup>	45-25 hours
March 4 <sup>th</sup>	His Kids Pre-School	16 Students (3-4 Y/O) 2 Adults	at NW 2 <sup>nd</sup>	09-45-1115
March 5 <sup>th</sup>	His Kids Pre-School	16 Students (3-4 Y/O) 2 Adults	at NW 2 <sup>nd</sup>	1315-1445
April 24 <sup>th</sup>	Oak Harbor Elem. Special Needs	18 Students (3-5 Y/O) 10 Adults	Station 81	09-45-1115
April 24 <sup>th</sup>	Oak Harbor Elem. Special Needs	30 Students (3-5 Y/O) 15 Adults	Station 81	1000-1130
April 29 <sup>th</sup>	Wolf Den - Cub Scouts	10 Students (8 Y/O) 3 Adults	Station 81	1400-1530
May 2 <sup>nd</sup>	Birthday Group	15 Students (3-5 Y/O) 6 Adults	Station 81	1600-1715
July 2 <sup>nd</sup>	Day Care	12 Students (5-12 Y/O) 3 Adults	Station 81	1300-1430
Aug 5 <sup>th</sup>	Their Place Child Care Center	25 Students (3-5 Y/O) 5 Adults	SW 6 <sup>th</sup>	09-30-1045
Aug 12 <sup>th</sup>	Their Place Child Care Center	30 Students (6-12 Y/O) 5 Adults	Station 81	1000-1115
Aug 13 <sup>th</sup>	Sea-Isle Library, Oak Harbor Branch	45 Students (2-8 Y/O) 20 Adults	Station 81	1300-1500
Aug 26 <sup>th</sup>	Their Place Child Care Center	30 Students (6-12 Y/O) 5 Adults	at Library	1000-1115
Sept 24 <sup>th</sup>	Cub Scouts	21 Students (6-8 Y/O) 10 Adults	Station 81	1300-1430
Oct 1 <sup>st</sup>	Little Lambs Pre-School	16 Students (3 Y/O) 4 Adults	Station 81	1900-2015
Oct 1 <sup>st</sup>	Little Lambs Pre-School	16 Students (3 Y/O) 4 Adults	Station 81	09-30-1045
Oct 2 <sup>nd</sup>	Little Lambs Pre-School	18 Students (4-5 Y/O) 4 Adults	Station 81	1330-1445
Oct 2 <sup>nd</sup>	Little Lambs Pre-School	18 Students (4-5 Y/O) 4 Adults	Station 81	09-30-1045
Oct 8 <sup>th</sup>	Moving & Grooving	14 Students (4-5 Y/O) 4 Adults	Station 81	1330-1445
Oct 8 <sup>th</sup>	Doodle Bug Academy	20 Students (3-5 Y/O) 5 Adults	at M&G	0915-1045
Oct 14 <sup>th</sup>	Doodle Bug Academy	20 Students (3-5 Y/O) 5 Adults	Station 81	1245-1400
Oct 14 <sup>th</sup>	Doodle Bug Academy	20 Students (4-6 Y/O) 5 Adults	Station 81	09-30-1030
Oct 20 <sup>th</sup>	Daisy Troop / Girl Scouts	20 Students (5-12 Y/O) 8 Adults	Station 81	1300-1400
Oct 23 <sup>rd</sup>	Broadview Elementary	54 Students (8-9 Y/O) 16 Adults	Station 81	1330-1945
Oct 28 <sup>th</sup>	Little Bitches Pre-School	15 Students (2-5 Y/O) 3 Adults	Station 81	09-20-1120
Oct 28 <sup>th</sup>	Little Bitches Pre-School	15 Students (2-5 Y/O) 3 Adults	Station 81	0915-1045
Oct 29 <sup>th</sup>	North Whidbey Head Start	18 Students (3-5 Y/O) 6 Adults	Station 81	1245-1400
Oct 29 <sup>th</sup>	North Whidbey Head Start	30 Students (3-5 Y/O) 10 Adults	at OHSD	1000-1145
Nov 17 <sup>th</sup>	Scout Troop 4061	12 Students (8-10 Y/O) 2 Adults	Station 81	1415-1545
Nov 18 <sup>th</sup>	Home Connection Kindergarten	10 Students (5-6 Y/O) 1 Adult	at OHSD	1800-1900
Nov 20 <sup>th</sup>	Little Eagles Pre-School (OHCS)	24 Students (4-5 Y/O) 4 Adults	at OHSD	1045-1130
Dec 9 <sup>th</sup>	Oak Harbor Christian School	35 Students (5-6 Y/O) 15 Adults	Station 81	1030-1100
				1000-1130

**FIRE SAFETY PRESENTATION**

Aug 4 <sup>th</sup>	National Night Out	500 Students (2-16 Y/O) 250 Adults	City Beach	15-75 hours
Aug 27 <sup>th</sup>	VAQ-132 Safety Stand Down	250 Adults	at Sky Warrior Theater	1300-2000
Aug 30 <sup>th</sup>	St. Augustine Church Family Fest	45 Students (2-16 Y/O) 30 Adults	at SAC	1345-1500
Sept 26 <sup>th</sup>	Wal-Mart Safety Fair	50 Students (2-16 Y/O) 30 Adults	at Wal-Mart	1030-1200
Oct 3 <sup>rd</sup>	Home Depot Safety Fair	45 Students (2-16 Y/O) 30 Adults	at Home Depot	1100-1300
Oct 7 <sup>th</sup>	Harbor Tower Residents	12 Adults	at Harbor Towers	0900-1200
				1430-1530

**FIRE EXTINGUISHER TRAINING**

April 30 <sup>th</sup>	OHHS Work Based Learning	17 Students (15-21 Y/O) 3 Adults	at OHHS	13 hours
May 7 <sup>th</sup>	OHHS Work Based Learning	17 Students (15-21 Y/O) 3 Adults	at OHHS	1215-1430
May 14 <sup>th</sup>	OHHS Work Based Learning	12 Students (15-21 Y/O) 2 Adults	at OHHS	1215-1415
May 21 <sup>st</sup>	OHHS Work Based Learning	12 Students (15-21 Y/O) 2 Adults	at OHHS	1215-1415
June 11 <sup>th</sup>	OHHS Work Based Learning	14 Students (15-21 Y/O) 5 Adults	at OHHS	1215-1400
June 15 <sup>th</sup>	OHHS Work Based Learning	10 Students (15-21 Y/O) 4 Adults	at OHHS	1220-1330
Oct 10 <sup>th</sup>	Coast Guard Auxiliary	60 Adults	OH Yacht Club	1230-1430

**SPECIAL EVENTS**

Jan. 21 <sup>st</sup>	Lunch with a Firefighter	350 Students (5-11 Y/O) 30 Adults	Broadview Elementary	1130-1245
Feb. 18 <sup>th</sup>	Lunch with a Firefighter	350 Students (5-11 Y/O) 25 Adults	Crescent Harbor Ele.	1115-1245
March 17 <sup>th</sup>	St. Patrick's Day Parade	(Wally)	Pioneer Way	1515-1615
March 18 <sup>th</sup>	Lunch with a Firefighter	350 Students (5-11 Y/O) 25 Adults	Hillcrest Elementary	1130-1245
April 15 <sup>th</sup>	Lunch with a Firefighter	350 Students (5-11 Y/O) 25 Adults	Oak Harbor Elementary	1115-1230
May 1 <sup>st</sup>	Day with a Firefighter	1 Adult	at OHFD	0900-1700
May 20 <sup>th</sup>	Lunch with a Firefighter	400 Students (5-11 Y/O) 25 Adults	Olympic View Ele.	1115-1230
Aug. 8 <sup>th</sup>	Fidalgo Block Party	50 Children (2-16 Y/O) 25 Adults	Fidalgo Ave.	1315-1515
Aug. 29 <sup>th</sup>	Annual Soap Box Derby	25 Children (2-16 Y/O) 15 Adults	Barrington Ave.	0930-1230
Oct. 23 <sup>rd</sup>	OHHS Cheerleaders Home Coming	Game Ball	OHHS Stadium	1815-1915
Dec. 12 <sup>th</sup>	Down Town Merchants Santa Delivery (Wally)		Old Town Mall	1430-1530
Dec. 19 <sup>th</sup>	Down Town Merchants Santa Delivery (Wally)		Old Town Mall	1430-1530

23.5 hours

**FIRST AID / CPR / AED TRAINING / BBP**

May 11 <sup>th</sup>	Oak Harbor City Hall	9 Adults	Station 81	0700-1100
May 11 <sup>th</sup>	Oak Harbor City Hall	12 Adults	Station 81	1330-1630
May 13 <sup>th</sup>	Oak Harbor Public Works	22 Adults	City Shops	1330-1500
May 18 <sup>th</sup>	Oak Harbor City Hall	12 Adults	Station 81	0800-1200
May 18 <sup>th</sup>	Oak Harbor City Hall	12 Adults	Station 81	1300-1700
May 20 <sup>th</sup>	Oak Harbor Public Works	27 Adults	City Shops	0930-1100
May 27 <sup>th</sup>	Home Connection School	10 Students (8-13 Y/O) 1 Adult	OHSD Office	1100-1200
May 27 <sup>th</sup>	Home Connection School	10 Students (7-10 Y/O) 1 Adult	OHSD Office	1200-1300
May 28 <sup>th</sup>	Home Connection School	10 Students (10-13 Y/O) 1 Adult	OHSD Office	1300-1400
May 28 <sup>th</sup>	Oak Harbor Police Department	8 Adults	Station 81	0900-1200
June 2 <sup>nd</sup>	Oak Harbor Police Department	8 Adults	Station 81	1400-1700
June 2 <sup>nd</sup>	Oak Harbor Police Department	10 Adults	Station 81	0900-1200
June 2 <sup>nd</sup>	Oak Harbor Police Department	2 Adults	Station 81	1400-1700
July 9 <sup>th</sup>	Pioneer Tree Service	12 Adults	Station 81	1900-2200
Sept. 17 <sup>th</sup>	Senior Services of Island County	25 Adults	Station 81	0900-1130
Sept. 17 <sup>th</sup>	Senior Services of Island County	20 Adults	Station 81	1300-1530

41 hours

**OTHER**

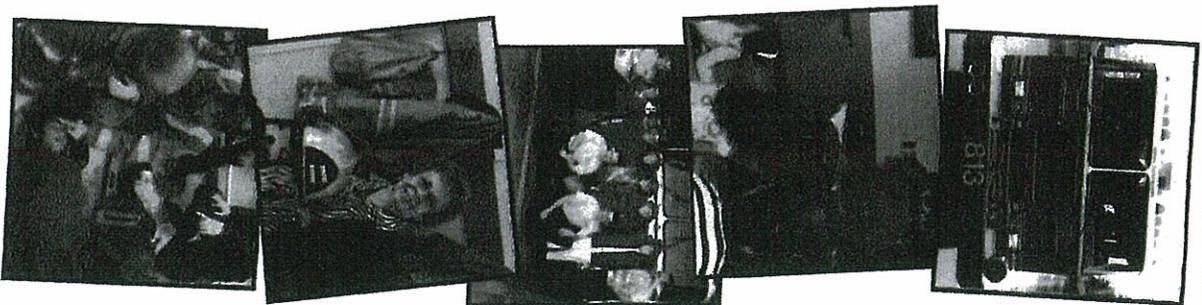
Holiday Fire Safety	VAQ 129 Safety Stand down	450 Adults	Sky Warrior Theater	1030-1145
Nov. 23 <sup>rd</sup>	Oak Harbor Public Works	12 Adults	City Shops	1130-1215
Dec. 2 <sup>nd</sup>	Oak Harbor City Hall	5 Adults	City Hall	1145-1245
Dec. 3 <sup>rd</sup>	Stryker Stair Chair			
Jan. 13 <sup>th</sup>	Skegitt Valley College	5 Adults	at SVC	1230-1330
Disaster Thage				
Sept. 16 <sup>th</sup>	Whidbey General Hospital Emergency Room	20 Adults	at WGH	1600-1730

5.5 hours

**Total Number of Citizens Educated in 2009: 4,993**  
 [3,278 Students (ages 2-18) and 1,715 Adults]

**144 Total Hours**

{ 1929 to 2009 } Celebrating 80 Years of Service — 25





**Craig Anderson**  
 Lieutenant  
 Training & Public Education  
 14 years of service  
 FT Member Since 1995

## Training Division

Oak Harbor Fire Department's Training division is under the direction of Lieutenant Craig Anderson. The primary responsibility of the division is to provide training to all career and paid-on-call firefighters.

Not only is the Training Division responsible for preparing each firefighter for any emergency situation they may encounter, it is essential that the Division keeps current and accurate records showing that mandatory requirements of Labor and Industries, WAC regulations, Washington State and Island County Departments of Health, and other regulatory agencies are being met.

The Training Division provides orientation and initial training to new career and paid-on-call firefighters. In 2009 OHFD hired one career firefighter and three entry-level paid-on-call firefighters. The Training Division follows their training and testing after the five month academy (for entry-level) and ensures that each firefighter is familiar with Department policies, procedures, and equipment.

In 2009, Oak Harbor Fire Department personnel collectively spent over 5,175 hours training. The department presented and/or sponsored over 1,833 hours of training courses, classes and learning opportunities.

It is vital that OHFD coordinate and work well with neighboring agencies. There are at least eight separate emergency services agencies operating on north Whidbey Island. In an effort to gain consistency in policies and procedures, the Training Division is actively affiliated with these agencies, and the relationships bring new ideas, updates to regulatory mandates and other joint training opportunities.

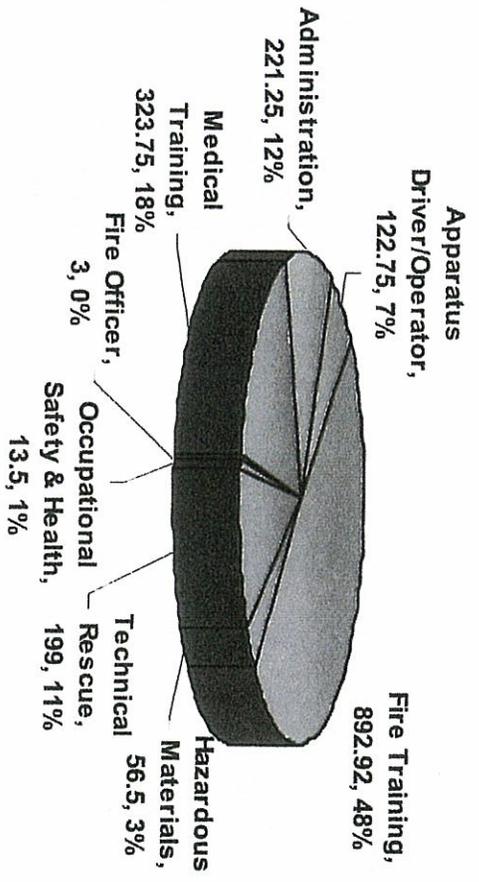
The training officers from OHFD and NAS-WI Federal Fire Department have established weekly, joint-training sessions and firefighters from both departments have benefited greatly.

**OHFD Training Hours By Month  
 Three Year Review**

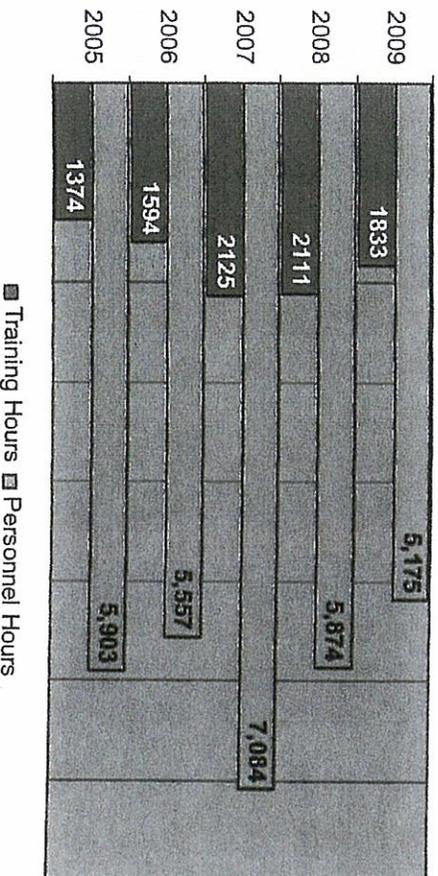
	2009	2008	2007
<b>JAN</b>	170	175	149
<b>FEB</b>	151	250	291
<b>MAR</b>	199	330	277
<b>APR</b>	173	193	359
<b>MAY</b>	276	126	198
<b>JUN</b>	159	215	114
<b>JUL</b>	117	161	119
<b>AUG</b>	153	222	149
<b>SEP</b>	105	106	105
<b>OCT</b>	153	177	201
<b>NOV</b>	96	94	132
<b>DEC</b>	81	62	31
	<b>1833</b>	<b>2111</b>	<b>2125</b>

42

### OHFD 2009 Hours Training by Activity (1,833 total hours)



### OHFD TRAINING HOURS | 5-YEAR REVIEW



{ 1929 to 2009 } Celebrating 80 Years of Service — 27

**Hours Spent in Training**  
Collectively, Oak Harbor Fire Department personnel spent 5,175 hours training in 2009. The department presented and/or sponsored over 1,833 hours of training courses, classes and learning opportunities. The chart at left (top) details the major areas of training and hours spent in each area.

# Certifications

*"My thanks to you for so generously donating the ride-along day. I completely enjoyed every aspect of the day. Lt. Mike Buxton and his crew very patiently explained many things regarding the OH emergency response protocol and how things work at Station 81. I learned a lot.*

*Very obviously, Station 81 personnel create goodwill in the community while making it a safer place to live, and one instantly has confidence in these well-trained people!*

*Thanks again."  
- C. Wagner, May 2009*

The following OHFD members received certification (or re-certifications) in 2009:

Graduated from IFSAC Accredited Island Recruit Academy:

Brandon Bahr  
Conor Ching  
Ed Hooper

Emergency Medical Technician Re-Certification:

Corky Bridgerford  
Andrew Carroll  
Tom Cross  
Rich Cuevas

IFSAC Hazardous Materials Operations Level Certification:

Brandon Bahr  
Conor Ching  
Ed Hooper

Dean Faris

IFSAC Firefighter 1 Certification:

Brandon Bahr  
Conor Ching  
Ed Hooper

Chris Garden  
Jeremy Goodin  
Ron Hancock  
Jeff Heiserman  
Paul Schroer  
Pedro Velasquez

Medical First Responder Re-Certification:

Dennis Wright

Emergency Medical Technician Certification:

Ryan Lange  
Steven Peck

Fire Inspector 1 Re-Certification

Don Baer

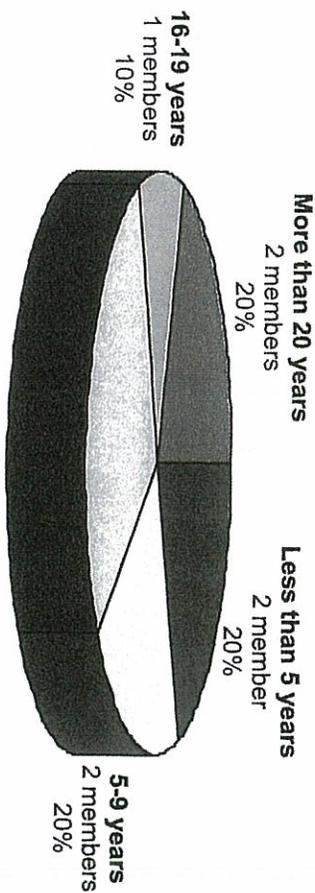
Fire Inspector 2 Re-Certification:

Ray Merrill

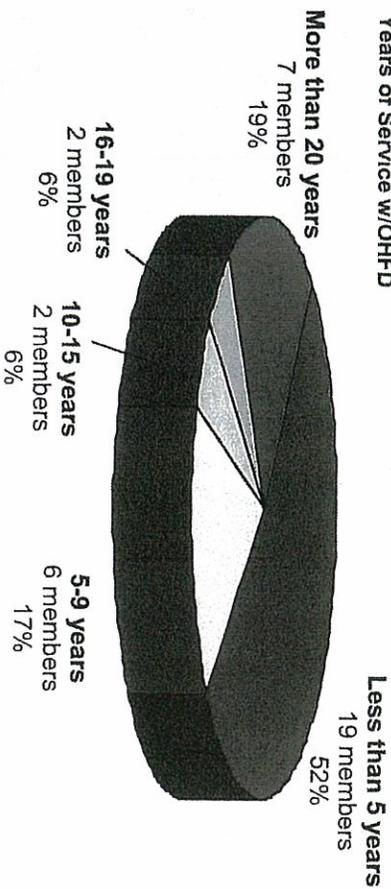
# Years of Service

These graphs reflect the number of years served by firefighters with Oak Harbor Fire Department\*. Included are 10 career / full-time firefighters (upper graph) and 36 paid-on-call firefighters (lower graph).  
 \* may not reflect total firefighting experience (such as years served with other agencies), Administrative assistants' years of service not included.

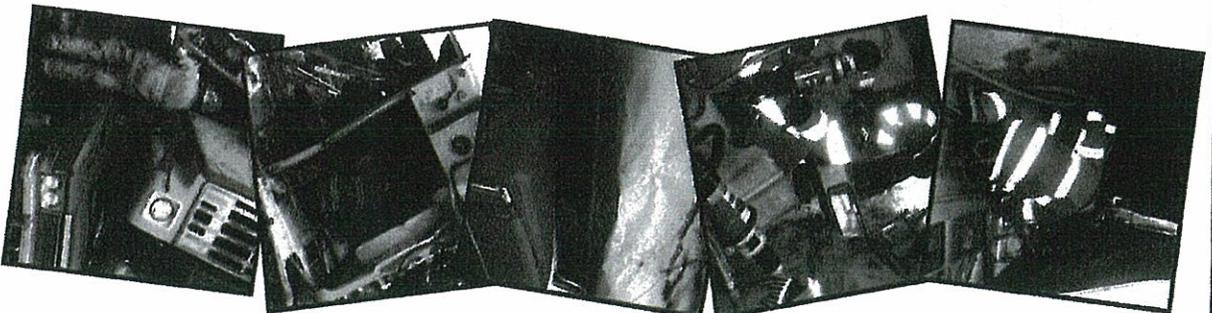
## CAREER / FULL-TIME FIREFIGHTERS Years of Service w/OHFD



## PAID-ON-CALL (POC) FIREFIGHTERS Years of Service w/OHFD



Photos of bus vs. vehicle involving rollover. Multi-agency training drill. February 2009. Photos by OHFD.



## Facilities & Fleet Maintenance Division



**Mike Engle**  
Lieutenant  
Maintenance  
12 years of service  
Member Since 1997

The Maintenance Division is responsible for all aspects of repair, maintenance and testing of Oak Harbor Fire Department properties, including facilities, vehicles, and equipment. These tasks require coordination in scheduling and many hours of data entry and documentation.

The standards put forth by the National Fire Protection Association (NFPA) are guidelines that dictate how nearly every aspect of the fire service is to operate. OHFD strives to follow these standards to provide the safest equipment, apparatus, training and operating methods for personnel and the community. The maintenance division's share of that goal includes annual testing and preventive maintenance on equipment, ladders, hose, pumps, personal protective equipment (PPE) and SCBAs.

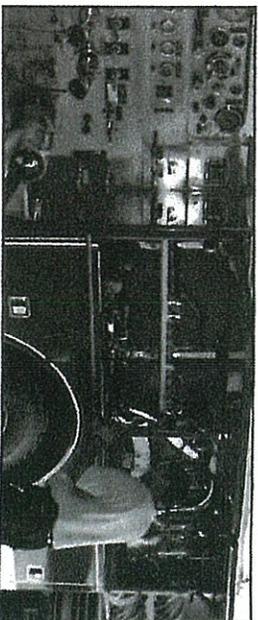
The following items were tested in 2009:

- Fire Hose
  - 1.75" attack hose—75 pieces at 50 ft each. This includes the Marina hose.
  - 2.5" attack hose: 105 pieces of 50 ft each.
  - 5" supply hose: 67 pieces

- Ground Ladders
  - Extension ladders: 2 at 35', 5 at 30',
  - Roof ladders: 5 at 14', 1 at 16', 1 at 20'
  - Captains ladders: 6 at 10'
- Fire Engine Pump Testing:
  - 5 engines (includes E815, surplus 1998 E-one, currently for sale).
- 1 air trailer for filling breathing air bottles
- 1 Fire Investigation Trailer
- 1 Technical Rescue Trailer
- 1 Spill Containment/Hazmat Trailer
- 2 Special Operations Trailers for Mass Casualty Incidents
- 1 utility trailer
- 1 Forklift
- 2 30KW diesel generators
- 1 60KW diesel generator
- 1 5kw diesel generator
- 2 diesel tractor trucks
- 1 diesel flatbed truck
- 1 40' flatbed trailer
- 1 400 gallon potable water trailer
- 1 light unit trailer

The Following apparatus are scheduled for annual preventive maintenance at City shops and maintained regularly at the Fire Department through daily apparatus checks and inspections:

- 4 Fire engines
- 1 Aerial Ladder truck: received major structural repair to stabilization system. Annual third party inspection and testing.
- 1 Aid unit / rescue
- 2 Command Chevy Tahoe SUVs
- 1 Training van
- 1 Fire Marshal van
- 1 utility Chevy pickup



- Fire fighting equipment and personal protective gear:
  - 30 Self Contained Breathing Apparatus (SCBAs) receive annual flow testing and as needed repairs
  - 45 sets of assigned PPE receive semi-annual inspection and as needed cleaning and repairs (repair/cleaning by qualified contractors).
  - Approximately 45 SCBA masks are fit tested to assigned personnel annually as per NFPA requirements.
  - Boots, gloves, helmets, flash hoods are all replaced as needed.
  - Equipment such as flashlights, hand tools... axes, shovels, Halligan bars, EK-hooks, pike poles are cleaned and repaired as needed.
  - Portable, mobile and base radios receive annual preventive maintenance from Day Wireless and any additional needed repairs.
  - Fire fighting nozzles, appliances and large GPM nozzles are inspected regularly and repaired as needed.
  - Approximately 55 fire pagers are programmed and repaired as needed.
  - All medical equipment is checked daily and replaced as necessary to include Oxygen, Pharmaceuticals,
- suction units and AED's.
  - Each emergency response unit is equipped with laptop computers (7) for address, prefire planning, hazmat reference, and dispatch information. Each computer requires updates and repairs as necessary.
  - Air monitoring equipment receives calibration and repairs as needed.
  - 5 Thermal Imaging Cameras are maintained in ready status.
  - Technical rescue equipment (ropes, stokes baskets, and hardware ) are inspected and maintained.
  - Various power tools including corded and cordless are inspected regularly.
  - Hazmat absorbent materials
  - Salvage tarp repairs
- Buildings and equipment within:
  - Buildings and equipment within:
    - Hush breathing air compressor requires annual filter changes, quarterly air samples and necessary repairs.
    - Sprinkler confidence tests
    - Alarm confidence tests
    - HVAC quarterly maintenance
    - Irrigation maintenance
    - Annual truck bay door preventive maintenance
    - Required annual fire extinguisher preventive maintenance
    - Annual calibration of test gauges
    - Load testing on back up generator, and high wattage generators trailers
    - Monthly generator checks on station 81 and ICOM.
    - Inventory and purchase of medical supplies
    - Relocate fire fighting foam semi annually
  - Building maintenance ranges from changing light bulbs, L&I hot water tank inspections, painting, cleaning gutters, grounds maintenance to shower door repairs.
- Gas powered equipment is essential to our mission and is inspected and annual serviced which include:
  - 10 Stihl chain saws
  - 4 positive pressure fans
  - 4 electric fans
  - 4 Stihl circular saws
  - 6 portable Honda gas generators
  - 2 power heads for jaws
  - Air powered extrication tools.

## Maintenance at a glance FY2009:

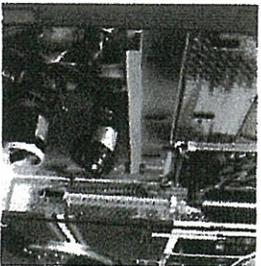
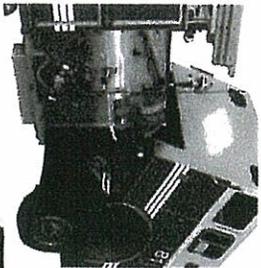
- Annual Inspection and Testing on—
  - 29 different apparatus / vehicles
  - 30 small engine tools
  - 386 feet of ladders
  - 13,000+ feet of Hose
  - 5 engine pumps
  - 30 SCBA flow test
  - 45 sets of personal protection equipment (PPes, aka Bunker Gear) - semi-annual
  - 45 SCBA masks, fit to assigned personnel
- Purchases—
  - 6 sets of bunker gear
  - 1200 feet of 2.5 inch fire hose
  - 600 feet of 1.75" fire hose
  - New dish washer
  - Major repairs to HVAC compressor
  - 9 new fire pagers
  - Boots and gloves
  - Various small items for Station 81

# Apparatus

## 2009 OHFD APPARATUS RESPONSE

Unit	Incident Count	Percentage of Total
800	720	53.77%
801	10	0.75%
E81	406	30.32%
E812	357	26.66%
E813	1127	9.48%
E814	65	4.85%
AID81	372	27.78%
L81	33	2.46%
S81	1	0.07%
U81	4	0.30%
STBY1*	538	40.18%

\*STBY1 represents Station 81—*FFs on stand-by. It is used for incidents in which POC Firefighters report to Station 81 in response to an incident page, but do not respond to the incident scene. The firefighters remain at the station, ready to respond if additional apparatus are required on the scene, at another, concurrent incident or until the on-duty crew is cleared from the incident and manpower is released.*



**Command 8:** Two 2004 Chevrolet Tahoe SUVs. Driven by Command 8, usually first on scene and carries supplies necessary for incident command as well as medical supplies, thermal imaging and photographic equipment.

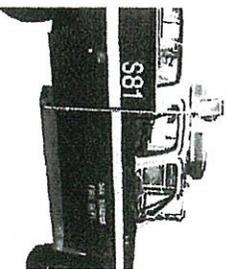
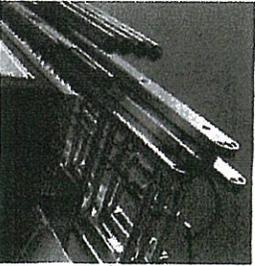
**Four Engines:** Two 2007 E-Ones (E81 & E812) and two 1998 Seagraves (E813 & E814) each equipped with 1500 gallon per minute pumps, hose, ladders, fans, tarps, air bottles, tools and enough medical and other equipment to operate alone for a limited period of time. OHFD also has one surplus 1989 E-One engine that is for sale.

NPPA 1911 requires an annual pump test on each fire engine that responds as a pumper. The test averages three hours. If the pump fails it must be repaired and retested. All of our engines passed with no problems in 2008.

**Ladder 81** is a 1992 Seagraves aerial and carries volumes of equipment ranging from mass casualty medical supplies to ladders, ventilation fans, saws, lighting, salvage and rescue gear. The truck has a 100-foot aerial ladder and is useful in reaching rooftops with limited access. It is required by NPPA 1914 to be inspected annually. The inspection takes an average of five hours and is conducted by third party inspectors who send a field inspector to complete the testing. Some repairs to the water piping and turntable were required and completed in 2008.

**Aid Unit:** The aid unit was decommissioned in 2008 due to brake failures that could not be repaired, it has been replaced by S81.

**Support Vehicle:** Support 81 is a 1986 Chevrolet one ton equipped with a generator, lights and water vacuums. In addition to support functions, S81 responds to medical aid calls and pulls special ops trailers when required.



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

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

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

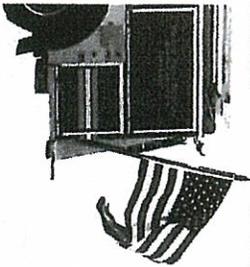
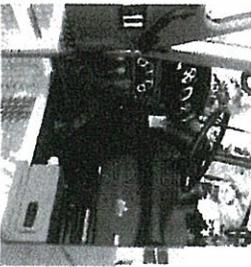
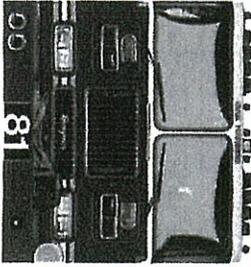
**Air/Rehab trailer** houses an air compressor to refill SCBA bottles and equipment to rehab working firefighters.

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

**Crime Scene and Fire Investigation trailer,** new in 2009 this trailer is a shared trailer with Oak Harbor Police Department and is a mobile unit to assist in fire and crime scene investigation.

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

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



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"You're terrific!"

Thank you for your support of our annual Challenge Series Race. The presence of the Fire Truck contributed to the fun and excitement of our racers.

- The Sunshine Rotary Club,  
October 2009

### Station 81 Facility Usage 2009

Organization	Description	Hours
<b>CITY OF OAK HARBOR</b>		
Administration	Meetings	19.0
	First Aid / CPR Training	20.0
	Events	7.5
	<b>TOTAL</b>	<b>46.5</b>
Human Resources	Civil Service Meetings	39.0
	Testing	19.5
	Interviews	27.5
	<b>TOTAL</b>	<b>86.0</b>
OH Police Department	Training	21.0
	<b>TOTAL</b>	<b>21.0</b>
OH Fire Department	Weekly Training Drills	252.5
	Events	16.5
	First Aid / CPR Training	11.0
	Public Education Events	21.5
	Quality Management Meeting	19.5
	Meetings	37.5
	Island County Recruit Academy	153.5
	Recruit Training	21.5
	Oak Harbor Fire Fighters Association	75.0
	<b>TOTAL</b>	<b>608.5</b>
	<b>CITY OF OAK HARBOR TOTAL</b>	<b>762 HOURS</b>

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**COMMUNITY**

Harbor Pride Group	Meetings	13.0
Whidbey Is. Marathon Committee	Meeting	2.5
Oak Harbor School District	Technology Meetings	23.0
Island County Sheriff's Office	Meeting	2.0
Island County DEM	Meeting	4.0
Central Whidbey Fire & Rescue	Training	2.0
North Whidbey Fire & Rescue	Training	2.0
South Whidbey Fire & Rescue	Training	34.0
NAS-WI Fire Department	Training	35.0
NAVY EOD Unit	Training	122.0
<b>COMMUNITY TOTAL</b>		<b>239.5</b>
<b>GRAND TOTAL (CITY &amp; COMMUNITY)</b>		<b>1001.5 HOURS</b>

*"Last Sunday you "stuck-  
your-neck-out" and as-  
sisted in changing the  
battery in my smoke  
alarm. Your help was  
very appreciated. Thank  
You.*

- D. Longland, June 2009

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# Emergency Management & Preparedness

## How you can prepare for disasters

Some of the things you can do to prepare for the unexpected, are the same for both natural and man-made emergencies. With a little planning and common sense, you can be better prepared for the unexpected. Here are some of the things you can do to become better prepared for a disaster.

### Emergency Checklist:

Find out which disasters could occur in your area.

- Ask how to prepare for each disaster.
- Ask how you would be warned of an emergency.
- Learn your community's evacuation routes.
- Ask about special assistance for elderly or disabled persons.
- Ask your workplace about emergency plans.
- Learn about emergency plans for your children's school or day care center.

### Create an Emergency Plan

Meet with household members. Discuss with children the dangers of fire, severe weather, earthquakes, and other emergencies.

- Discuss how to respond to each disaster that could occur.
- Discuss what to do about power outages and personal injuries.
- Draw a floor plan of your home. Mark two escape routes from each room.
- Learn how to turn off the water, gas, and electricity at main switches.

- Post emergency telephone numbers near telephones.

- Teach children how and when to call 911.

- Instruct household members to turn on the radio for emergency information.

- Pick one out-of-state and one local friend or relative for family members to call if separated by disaster (it is often easier to call out-of-state than within the affected area).

- Teach children how to make long distance telephone calls.

- Pick two meeting places.
- A place near your home in case of a fire.

- A place outside your neighborhood in case you cannot return home after a disaster.

- Take a Basic First Aid and CPR Class
- Keep family records in a water-and fire-proof container.

### Prepare a Disaster Supplies Kit

Assemble supplies you might need in an evacuation. Store them in an easy-to-carry container, such as a backpack or duffle bag. Include:

- A supply of water (one gallon per person per day). Store water in sealed, unbreakable containers. Identify the storage date and replace every six months.

- A supply of non-perishable packaged or canned food and a non-electric can opener.

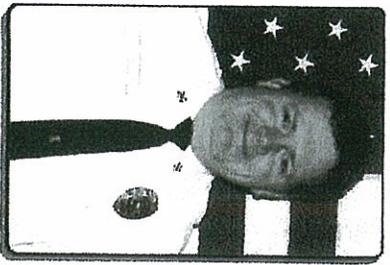
- A change of clothing, rain gear, and sturdy shoes.

- Blankets or sleeping bags.
- A first aid kit and prescription medications.

- An extra pair of glasses if used.
- A battery-powered radio, flashlight, and plenty of extra batteries.

- Credit cards and cash.
- An extra set of car keys.
- A list of family physicians.

- A list of important family information; the style and serial number of medical devices, such as pacemakers.
- Special items for infants, elderly, or disabled family members.



**Mark Soptich**  
Fire Chief  
Dir. of Emergency Services  
22 years of service

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Celebrating 80 Years of Service | 1929—2009



Ben Koefie  
1929—1934 and 1937-1944



Bill O'Shaughnessy  
1935



Mel Neil  
1936

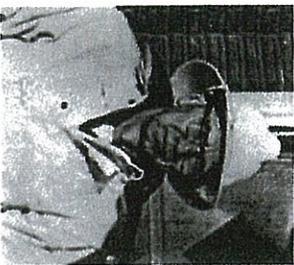


Frank Judson  
1945—1948



Walt Koefie  
1948—1958

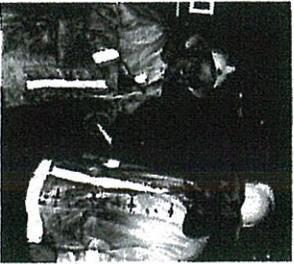
City of  
Oak Harbor  
Fire Chiefs  
1929 to  
present



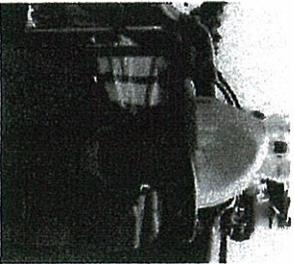
Chuck Bos  
1959—1966



John J. Ronhaar  
1966—1978



Chris Ernst and Norm Dyer  
Interim Chiefs 1978



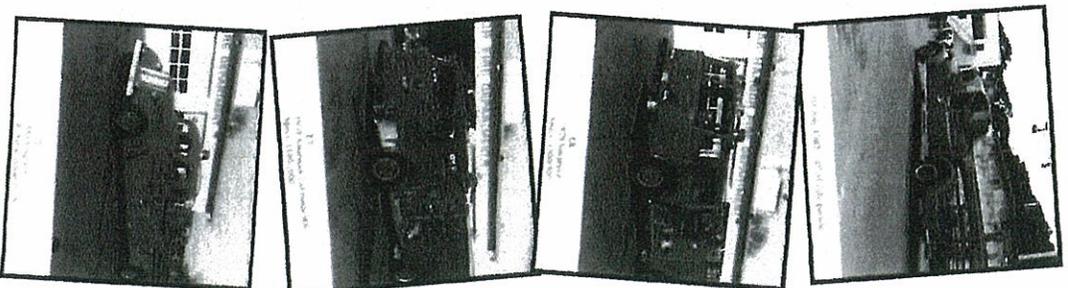
Jay Gunsauls  
1978—1985



Kent DeWitt  
1985—1988



Mark Sopich  
1989—Present



{ 1929 to 2009 } Celebrating 80 Years of Service — 37

# Year In Review

I wanted to say THANKS  
 SOOOOO MUCH for  
 letting us borrow your  
 canopy again this  
 year. We really did ap-  
 preciate it and as you  
 know it started drizzling  
 so it was nice to have  
 somewhere dry to go."  
 - K. Perrine, City of Oak Har-  
 bor Relay for Life Team,  
 June 2009

## January

- INCIDENT RESPONSE: 98
- TRAINING HOURS: 170
- ICOM BACKUP DIS-PATCH CTR AGREEMENT with OHFD renewed
- FOUR (4) PAID-ON-CALL FIREFIGHTERS (POCFFs) hired: B.Bahr, C.Blyther, C.Ching, and E.Hooper
- EMERGENCY MEDICAL TECHNICIAN (EMT) course (5-month) began for POCFF R. Lange
- ISLAND CO RECRUIT ACADEMY, 5-months; began for 3 POCFFs: B.Bahr, C.Ching, and E.Hooper
- OHFD SAFETY COMMITTEE BC Merrill, FF Cuevas, POCFF Schroer, FF Baer, POCFF Heiserman
- DEPT OF HOMELAND SECURITY: Base Radios installed in City of Oak Harbor's Emergency Operating Center
- YEARS OF SERVICE
  - POCFF R.Rodgers - 34 yrs
  - Adm Asst R.Velasquez - 19 yrs
  - POCFF J.Day, R.Gonzales - 2yrs
  - POCFF J.Lebaron - 3 yrs
  - POCFFs C.Avanca, J.Olson - 2yr

## February

- INCIDENT RESPONSE: 82
- TRAINING HOURS: 151
- LUNCH WITH A FIREFIGHTER, monthly through May, public education / mentoring program at OHSD elementary schools
- YEARS OF SERVICE
  - Lt E.Bridgford - 13 yrs
  - POCFF, D.Martin - 7 yrs
  - Office Asst A.Braunstein - 4yrs
  - POCFFs S.Carroll and J.Heiserman, - 4 yrs
- INCIDENT RESPONSE: 111
- TRAINING HOURS: 199
- CHANGE YOUR CLOCK, NATIONAL CAMPAIGN, reminder to change smoke detector batteries
- OHFD also participated in the St. Patrick's Day Parade
- Car Wash Fundraiser for Sydney Boyer @ S181
- YEARS OF SERVICE
  - POCFF D. Wright - 17 yrs
  - POCFFs A.Carroll, T.Cross, P.Velasquez, R.Villaflor - 6 yrs
  - POCFF S.LEMME - 5yrs
  - FF Cuevas - 1 yr

## April

- INCIDENT RESPONSE: 121
- TRAINING HOURS: 173
- WA STATE DEPT OF HEALTH (DOH) PREHOSPITAL PARTICIPATION GRANT 1,726 awarded OHFD to help meet DOH requirements to provide prehospital services to the public
- PUBLIC SAFETY STANDING COMMITTEE (PSSC): (1) Fire Based Basic Life Support and (2) Fire Department Re-Organization Proposal presented to committee
- 2008 OHFD ANNUAL REPORT: Condensed Version distributed to City Residents
- Assisted South Whidbey Fire & Rescue with mud-slides in Clinton, WA.
- Bowling team participated in Big Brother & Big Sisters Fundraising bowling at Oak Bowl.
- In addition, OHFD participated in the Holland Hapening Parade, Adopt-A-Highway cleanup of SR20 within City Limits and cleanup of Firefighter Park on Midway Blvd and Pioneer Way
- YEARS OF SERVICE:
  - FF S.McCalmont and POCFF J.Goodin - 9 yrs

## May

- INCIDENT RESPONSE: 112
- TRAINING HOURS: 276
- EMERGENCY MEDICAL TECHNICIAN (EMT) CERTIFICATION: POCFF R.Lange
- Citizen Ride-Along, C. Wagner, winner of Big Bros/Big Sis auction item.
- Mock DUI Presentation at Oak Harbor High School
- Department of Natural Resources representative at OHFD to inspect DNR items.
- YEARS OF SERVICE:
  - POCFF D. Faris - 24 yrs
  - POCFF R. Mirabal - 3 yrs

## June

- INCIDENT RESPONSE: 114
- TRAINING HOURS: 159
- ISLAND CO RECRUIT ACADEMY GRADUATION, FIREFIGHTER I CERTIFICATION, 3 POC FF recruits Bahr, Ching and Hooper
- ANNUAL PUMP TESTING AT OHFD TRAINING TOWER: Navy Region NW Fire & Emergency Services (NASW), Central Whidbey Island Fire & Rescue, North Whidbey Fire & Rescue, and OHFD

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- OHFD also provided generators and lighting towers for Relay for Life
- **YEARS OF SERVICE:** POCFF J.Hornsby - 31 yrs  
FF D.Baer - 6 yrs
- July*
  - **INCIDENT RESPONSE:** 144
  - **TRAINING HOURS:** 117
  - **POC FIREFIGHTER RECRUITMENT:** 5 months, began
  - In addition, OHFD personnel participated in the Fourth of July Parade, crews were positioned by the fireworks display site and additional crews covered the City during July 4th festivities. OHFD personnel also overhauled, repaired and refurbished the station lawn.
  - **YEARS OF SERVICE:** Lt C.Anderson - 14 yrs
- August*
  - **INCIDENT RESPONSE:** 113
  - **TRAINING HOURS:** 153
  - **ANNUAL PHYSICAL AGILITY REQUIREMENT** began for POC Firefighters
  - **National Night Out,** children fitted for bicycle helmets, public education props provided for children, an emergency scenario played out, literature provided on Emergency Resources and an appearance by Smokey Bear.
- In addition, OHFD provided an EMS station at the **RO-TARY ANNUAL CHALLENGE SERIES RACE** and provided generators at the **NORTH WHIDBEY LIONS CLUB ANNUAL CAR SHOW** and the **DOCK STREET BLOCK PARTY;** and participated in Adopt-A-Highway cleanup of SR20 within City Limits and cleanup of Firefighter Park on Midway Blvd and Pioneer Way
- **YEARS OF SERVICE:** POC Capt R.Hancock - 36 yrs  
POCCapt R.Wallin - 23yrs  
POCFF C.Garden - 23 yrs  
Chief M.Sopich - 22 yrs  
POCFF J.Breilein -19 yrs  
Lt M.Engle - 12 yrs
- September*
  - **INCIDENT RESPONSE:** 120
  - **TRAINING HOURS:** 105
  - **FULL TIME FIREFIGHTER HIRED:** E. Klaszky
  - **ANNUAL PHYSICAL AGILITY REQUIREMENT** continued for POCFFs
  - **YEARS OF SERVICE:** POCFF D.Jansen - 29 yrs  
Batt.Chief R.Merrill - 20 yrs  
POCFF P.Schroer - 15 yrs
- October*
  - **INCIDENT RESPONSE:** 106
  - **TRAINING HOURS:** 153
- **NATIONAL FIRE PREVENTION WEEK:** Be Fire Smart, Don't Get Burned.
- **PUBLIC SAFETY STAND-ING COMMITTEE (PSSC):** Fire Department Re-Organization Proposal presented to committee
- **LATERAL AND ENTRY LEVEL PAID ON CALL FIREFIGHTER,** Oct-November testing began
- OHFD also participated in **HOME DEPOT'S ANNUAL SAFETY FAIR** and the NW Burn Foundation: Give Burns the Boot fund drive, and the testing process began for establishing an eligibility list for POC Firefighters
- **YEARS OF SERVICE:** Lt M.Buxton - 17 yrs
- November*
  - **INCIDENT RESPONSE:** 125
  - **TRAINING HOURS:** 96
  - **CHANGE YOUR CLOCK, CHANGE YOUR BATTERY NATIONAL CAMPAIGN,** reminder to change smoke detector batteries
  - **MASS CASUALTY INCIDENT (MCI) / FULL SCALE MULTI-AGENCY EXERCISE** responded to a gunman with bomb at Wells Fargo Bank on Midway Blvd. Participants included OHFD, OHPD, Navy Region NW Fire & Emergency Services, N. Whidbey Fire & Rescue, Central Whidbey Island Fire & Rescue and Whidbey General Hospital.
- **EMERGENCY MEDICAL TECHNICIAN (EMT) CERTIFICATION:** POCFF Peck
- In addition, OHFD personnel participated in cleanup from the **ELKS LODGE THANKSGIVING DINNER FOR THE COMMUNITY**
- December*
  - **INCIDENT RESPONSE:** 93
  - **TRAINING HOURS:** 81
  - **ANNUAL WELLNESS REQUIREMENT** for full time suppression personnel
  - **LATERAL POC FIREFIGHTER HIRED:** J. Deater
  - **ENTRY LEVEL POC FIREFIGHTER HIRED:** G.Bull, J.Pauley, and G.Zystra
  - **20TH ANNUAL OHFD FAMILY PARTY AND BANQUET** held at Station 81, honored firefighters and their families
  - Captain Ron Hancock re-fired, 36 years of service to OHFD as a POCFF.
  - **YEARS OF SERVICE:** POC FF J.Roberts - 13 yrs

"A big thanks to everyone who donated to the Police and Fire Department bowling teams for Big Brothers Big Sisters of Island County. The competition was fierce. We had myself, Dennis Dickerson and Carl Seim on the PD team and Ray Merrill, Dean Farris, Steve McCalmont, John Hornsby, and Steve Peck on the FD team. The competition ended in a split decision. The Fire Department edged out the Police in an "averaged" bowling score, by three pins. The Police Department just edged the Fire Department in money raised, by \$47. The best part is that between us, we raised \$2,064 toward mentorship in Island County. So while the hose monkeys made a great showing this year, let it be known we will crush you next year. Thanks to everyone for your participation"

-Lt. J. Dyer, Oak Harbor Police Department, April 2009

*"Thank you so much for letting our preschool come to your Fire Station. The children loved it and are practicing stop, drop & roll, the correct time to use 911, their escape route and meeting places. They [firefighters] were great with the children and the parents learned a lot too. Again, thank you so much!"*

- The Little Lambs Preschool,  
November 2009

## Looking forward to 2010

*(Continued from page 6)*

### 2010 GOALS

Purchase a rescue unit. This is a top priority as the temporary replacement unit is 24 years old and was not designed as a rescue unit.

Relocate the City's Emergency Operations Center (EOC). It's relocation in the fire station will enhance our abilities to better manage man-made and natural events and mitigate their impacts. The larger room will be equipped with improved communications and computer capabilities.

Implement the Department Re-Organization plan as approved by City Council in 2009.

This annual report is the product of several department members. Their contributions to this report are a reflection of accurate and thorough accounts of department activities in 2009.

We will continue to provide for the welfare of our community as we strive to meet our vision and mission statements.

*Mark Soften*

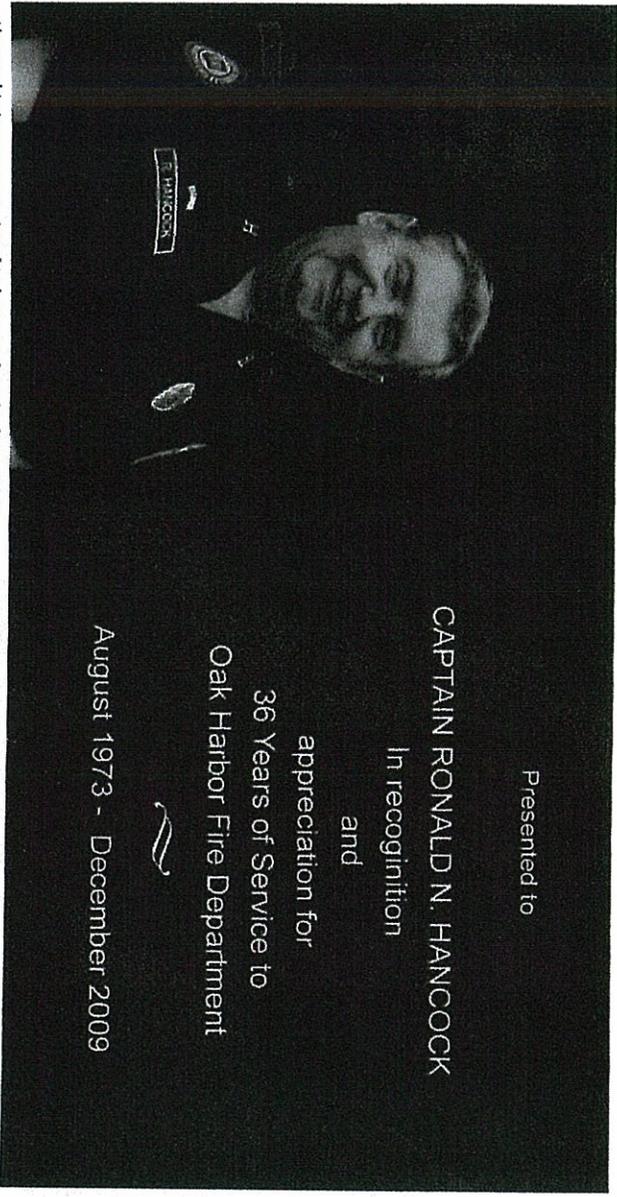
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# Retired

**Captain Ron Hancock** first served his country in the U.S. Navy and then his community in the fire service. He joined the fire service in 1966 with Naval Air Station Whidbey Island Fire Department; in 1973 he began his career as a volunteer firefighter with Oak Harbor Fire Department – for a combined total of 43 years in the fire service.

During his distinguished career with OHF and NASWI fire departments he acquired many qualifications, held a range of positions and participated in numerous programs and special projects. He truly is a credit to the firefighting profession and to his community. His thoughtfulness, concern and compassion for all members of the department and the citizens we serve further enhance his strong and positive representation of the profession.

After thirty-six years of paid-on-call service, Captain Hancock retired from Oak Harbor Fire Department in December 2009. We are fortunate that Ron will continue to serve OHFD as a volunteer Fire Chaplin.



Presented to

**CAPTAIN RONALD N. HANCOCK**

In recognition

and

appreciation for

36 Years of Service to

Oak Harbor Fire Department

August 1973 - December 2009

*Above: this image was printed in brass and applied to a Maltese cross plaque along with a Captain's badge and bangle lapel pins and presented to Captain Hancock at his retirement. A. Brunnstein, December 2009*

## Fire Chaplin

An Emergency Service Chaplin is someone to assist management, members (active and retired) and their families in crisis or other important life situations and to help build and maintain respect for the department in the community.

The Chaplin's duties include: Spiritual guidance, counseling, visitation, dedications, availability, support in emergencies, coordinate with hospitals, assist with funerals, weddings, and otherwise provide a listening ear.



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2009 Annual Report  
Oak Harbor Fire Department

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Oak Harbor, Washington

Produced by Mark Soptich, Fire Chief  
Editor: Romy Velasquez, Administrative Assistant  
Design and Production: Angela Braunstein, Office Assistant

Division information provided by:  
Battalion Chief Ray Merrill, Fire Prevention Division  
Lieutenant Craig Anderson, Training Division & Public Education  
Lieutenant Mike Engle, Maintenance Division

The Oak Harbor Fire Department acknowledges the following for the use of photographs  
appearing in this report: Romy Velasquez, Ray Merrill, Angela Braunstein,  
and OHFD members.

An electronic version of this publication is available online at [www.oakharbor.org](http://www.oakharbor.org).

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# City of Oak Harbor

OFFICE OF THE MAYOR  
JIM SLOWIK  
MAYOR



## **PROCLAMATION IN RECOGNITION OF OLDER AMERICANS MONTH MAY 2010**

**WHEREAS,** Oak Harbor is a community that includes 3,000 citizens aged 60 or older; and

**WHEREAS,** an increasing numbers of adults are reaching retirement age and remaining strong and active for longer than ever before; and

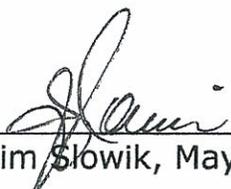
**WHEREAS,** the older adults in Oak Harbor deserve recognition for the contributions they have made, and will continue to make, to the culture, economy, and character of our community and our nation; and

**WHEREAS,** our older citizens carry on their civic awareness through volunteer efforts at our schools, libraries, churches, and service organizations. They are in many ways the core of our community; and

**WHEREAS,** this year's theme "*Age Strong! Live Long!*" recognizes the diversity and vitality of today's older Americans who span three generations.

**NOW, THEREFORE, WE,** Jim Slowik, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **May 2010** to be **Older Americans Month** honoring our older adults and the professionals, family members and volunteers who care for them.

Signed this 20<sup>th</sup> day of April, 2010

  
\_\_\_\_\_  
Jim Slowik, Mayor

# City of Oak Harbor

OFFICE OF THE MAYOR  
JIM SLOWIK  
MAYOR



## **PROCLAMATION IN RECOGNITION OF**

## **LIKE 2 BIKE MONTH**

**MAY 2010**

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

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

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

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

**WHEREAS**, Oak Harbor has been named "Bicycle Friendly Community" by the League of American Bicyclists.

**NOW, THEREFORE, WE**, Jim Slowik, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **May 2010** as **Like 2 Bike Month**.

Signed this 20<sup>th</sup> day of April, 2010

  
\_\_\_\_\_  
Jim Slowik, Mayor

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

Bill No. \_\_\_\_\_

Date: \_\_\_\_\_

Subject: PUBLIC COMMENTS

FROM: Jim Slowik, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:



Jim Slowik, Mayor

Paul Schmidt, City Administrator



Doug Merriman, Finance Director



Margery Hite, City Attorney

---

**SUMMARY STATEMENT**

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

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

Bill No. \_\_\_\_\_  
Date: April 20, 2010  
Subject: Excused Absence Request  
Mayor Pro Tem Danny Paggao

**FROM:** Jim Slowik  
Mayor

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

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

**PURPOSE**

The purpose of this agenda bill is to present and approve Councilmember/Mayor Pro Tem Danny Paggao's excused absence request for the May 18, 2010 City Council meeting.

**AUTHORITY**

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

**SUMMARY STATEMENT**

Councilmember Paggao has submitted an excused absence request since he will not be able to attend the May 18, 2010 City Council meeting.

**STANDING COMMITTEE REPORT**

N/A

**RECOMMENDED ACTION**

Approve Councilmember/Mayor Pro Tem Danny Paggao's excused absence from the May 18, 2010 City Council meeting.

**ATTACHMENTS**

None

**MAYOR'S COMMENTS**

# City of Oak Harbor City Council Agenda Bill

Agenda Bill No. \_\_\_\_\_

Date: April 20, 2010

Subject: Noise Permit – Honeycutt –  
Thomas wedding

FROM: Paul Schmidt, City Administrator *PH*

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 Allena Thomas for amplified sound associated with a wedding ceremony and reception.

## 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:

Ms. Allena Thomas has submitted a Noise Permit request for amplified sound associated with a wedding ceremony and reception scheduled for May 29<sup>th</sup>, 2010 at 2:00 p.m. A sound system and speakers will be used during the reception.

The Application was reviewed by Fire, Police, and Public Works Departments. No conditions of approval were required for the Noise Permit.

## STANDING COMMITTEE REVIEW:

Not required.

## RECOMMENDED ACTION:

Grant a noise permit for amplified sound to Allena Thomas for a wedding ceremony and reception scheduled for May 29<sup>th</sup>, 2010.

Noise Permit – Honeycutt/Thomas wedding  
April 20, 2010  
Agenda Bill - 1

**ATTACHMENTS:**

Noise Permit

**MAYOR'S COMMENTS:**

Noise Permit – Honeycutt/Thomas wedding  
April 20, 2010  
Agenda Bill - 2

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***CITY OF OAK HARBOR***

***NOISE PERMIT***

Name: Allena Thomas

Location of Event: Windjammer Park Gazebo and surrounding area

Date of Event: May 29, 2010

Hours of Operation: 1:00 p.m. to 6:00 p.m.

Permitted Noise: Amplified sound associated with sound system and speakers

Approval Conditions: None

Date of City Council Approval:

Issued this day of , 2010.

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Karen Crouch, Special Events Coordinator

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

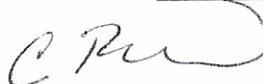
*Please post this notice on site*

65

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

Bill No. \_\_\_\_\_  
Date: April 20, 2010  
Subject: Oak Harbor Garden Club's  
Gazebo Proposal

**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**

Oak Harbor Garden Club members attended the August 10, 2009 Park Board meeting to request support for their proposal to install a gazebo at Hal Ramaley Park. The Garden Club adopted the park several years ago and they have worked to improve it, as well as maintain the landscape, since that time. The Club has raised the necessary funds and is ready to implement their plan to donate a gazebo to be located at the park. At the March 8, 2010 Park Board meeting, the Garden Club received unanimous approval from the Board for their project.

**AUTHORITY**

The gazebo at Hal Ramaley Park has been included in the City's Parks Gifts and Memorials Catalog for several years, and is considered to be a substantial gift.

**SUMMARY STATEMENT**

The 16 x 16' gazebo kit will be purchased from Amish Country Gazebos. The materials are low maintenance vinyl coated wood, which will be bolted to a newly poured full concrete foundation. Concrete Nor'West will donate the concrete. Blue Mountain Electric will be installing the electrical outlets and components, which will be completely hidden, inside the gazebo and one in the roof. There will also be sensor lighting in the evening. There will be seven benches installed inside the gazebo. The roofing will be heavy grade asphalt shingles, and a copper weathervane (an eagle) will be installed on top of the gazebo. The gazebo will be completely ADA accessible, and the City's Building Division has been consulted regarding the gazebo plans and permitting issues. The Parks Division and the Garden Club will work together to maintain the gazebo.

The Garden Club also plans to advertise in the Whidbey News-Times for donors to help fund the cost of the benches and weathervane. Finally, a 5 x 8" plaque will be mounted to the roofline identifying the donors.

**STANDING COMMITTEE REPORT**

The Public Works and Utilities Standing Committee reviewed this issue at the April 1, 2010 meeting.

**RECOMMENDED ACTION**

City staff and the Park Board recommend that the City Council approve the request of the Oak Harbor Garden Club to donate and install a gazebo at Hal Ramaley Park.

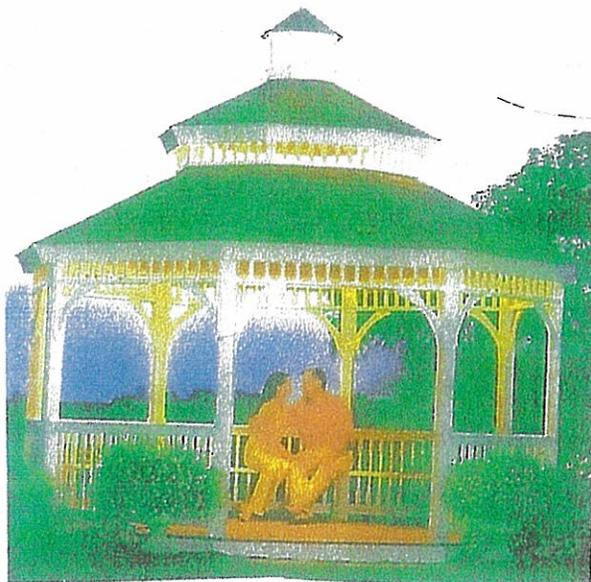
**ATTACHMENTS**

- ♦ Oak Harbor Garden Club's Proposal and Exhibits
- ♦ Agreement for Gazebo Donation

**MAYOR'S COMMENTS**

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*A "Substantial Gift"*  
*To the City of Oak Harbor*  
*From: Oak Harbor Garden Club 2010*



AMISH COUNTRY GAZEBOS  
(1980-2010)

*(Gazebo pictured is near to  
Actual kit ordered)*

*May it be known that the Oak Harbor Garden Club has had a dream. A dream to purchase and place a gazebo at Hal Ramaley Park. This dream has become a reality. The city of Oak Harbor has had a gazebo on their wish list for some time. After several years of putting aside funds from many OH Garden Club projects, we have found that we are ready with civic improvement monies to purchase a quality gazebo at last. The club projects have been: the annual Garden Tour & Tea, Plant Sales, and annual Wreath Sales. The community of Oak Harbor has supported us through all of these projects with their participation and we now find it rewarding to be able to give back. The gazebo will be placed in the center of the existing gardens of Ramaley Park.*

*We feel that it will provide an oasis for all on a site that offers so much beauty and serenity. Our club members have maintained this garden with pride and hard work and look forward to the new possibilities for its use. The community can go there and know that they will have a covered and comfortable place to spend time.*

*It could be used for small impromptu meetings, pre-planned moderate musical events, small weddings, bird watching, local downtown employees can enjoy an outdoor lunch here. Visitors to Windjammer Park facilities will enjoy the cover & seating provided. It becomes a resting site as they take in the area and the surrounding gardens. We feel that the gazebo is safe, aesthetically pleasing and will be architecturally compatible with nearby buildings.*

*The OH Garden Club Gazebo Committee is pleased with Amish Country Gazebos. They provide a LIFETIME WARRANTY. The kit chosen will be shipped when we direct them to do so.*

*The chosen gazebo description follows:*

- \* 16'x16' octagonal shape with a pagoda roof and cupola*
- \* sides of gazebo are not screened, one opening*
- \* superior quality white vinyl materials (rigid PVC + UV resistance)*
- \* asphalt architectural shingles on roof (gray color to fit w/environmental issues)*
- \* electrical pkg. w/additional outlet pkg. (Sensor lighting will be installed)*
- \* attached inside benches (4 or more)*
- \* floor will be cement and flush with ground it is on...no ramp or step*

*Note: Maintenance of the gazebo will be by city staff as directed by Parks Division & OH Garden Club members. (any graffiti will/can be removed with products recommended by ACG)*

*OH Parks Dept. will assist with demolition/prep of the site at Ramaley Park. One existing flower bed with large pots involved will be removed. There will be some adjustments to the water and power in the near vicinity of where the gazebo will be placed. The gazebo will be placed slightly "off-square" in the center of the park to enhance its beauty and to prevent facility for skateboarding in it or other inappropriate activity.*

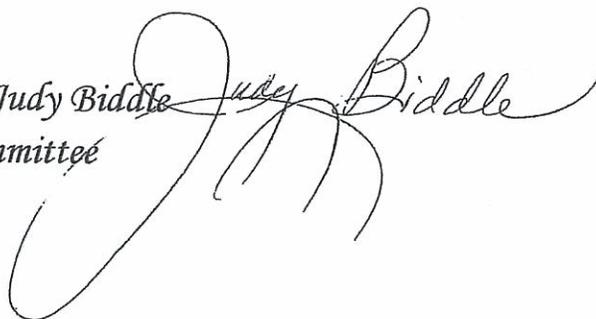
Concrete product will be donated by Concrete Norwest and finishing labor will be done by John Meyer & Stan Grovdahl. The floor will be exposed aggregate as is the existing area surrounding the gazebo. (A textured surface is important for public safety.) Patching will be done as needed. The licensed electrician will be Blue Mountain. Lights and outlets will be installed as directed.

Note: Volunteers (To be determined) will assist with inventory of kit and the assembly of the gazebo itself. When the gazebo is completely installed, OH Garden Club will be returning large potted plants to the area surrounding the gazebo with the city staff's assistance.

A 5"x8" plaque will be purchased to acknowledge the donor... to be mounted along the roofline of the gazebo.

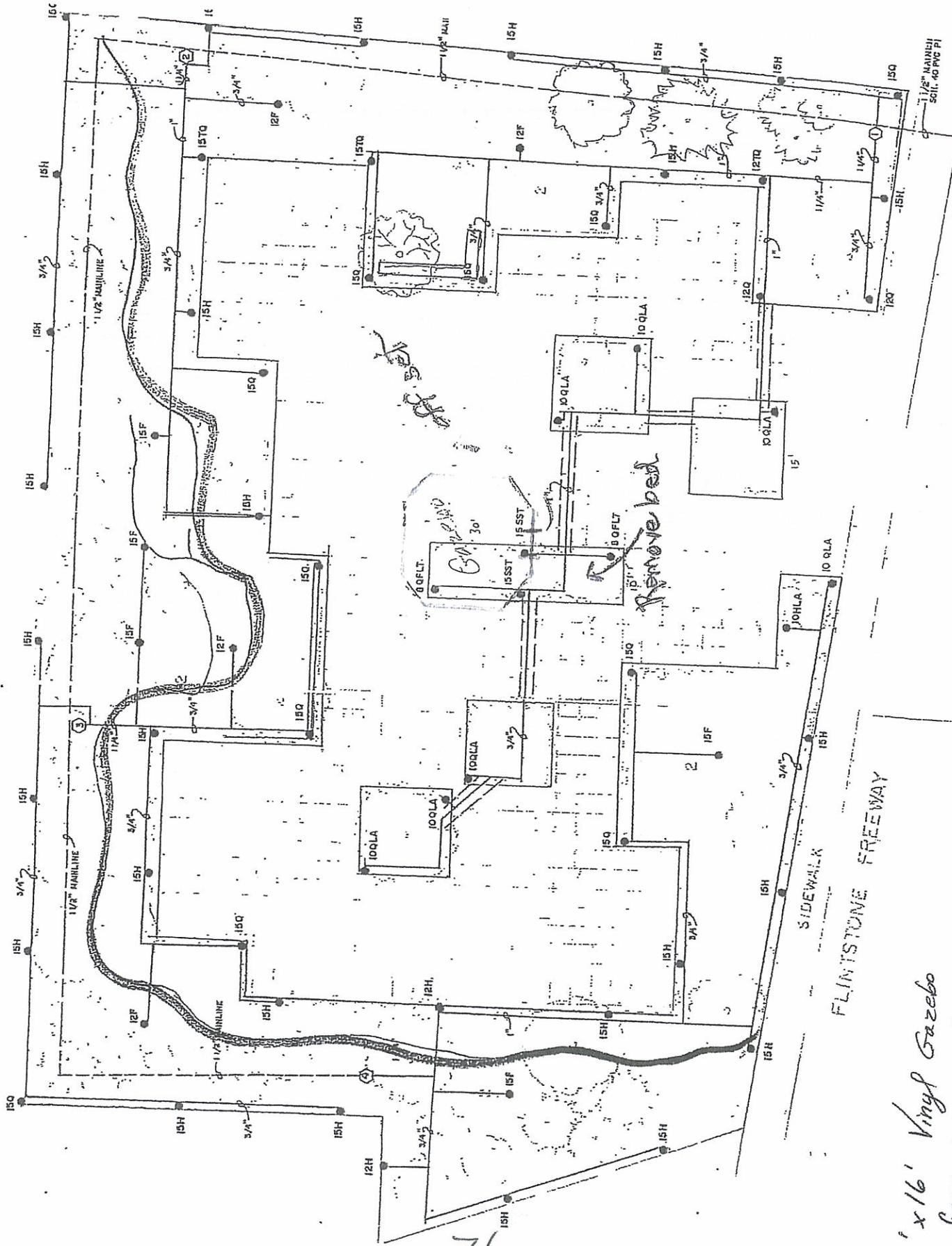
Building permits are in order and funds are available from OH Garden Club as needed.

This document was prepared by Judy Biddle  
Chairman of Gazebo Project Committee  
For Oak Harbor Garden Club  
February 2010

A large, stylized handwritten signature in black ink, which appears to read "Judy Biddle". The signature is written over the typed name in the text block to its left.

Imarey park

570



16' x 16' Vinyl Gazebo  
 from Amish Country Gazebos  
 Located to right of OH by OH Garden Club



- #1 Vinyl

1-800-GAZEBOS (429-3267) 1-800-700-1777

- Lifetime warranty against discoloration & cracking

#### WHAT IS THE VINYL GAZEBO PRODUCT MADE OF?

The base ingredient is rigid PVC (polyvinyl chloride) modified to provide superior impact strength and ultraviolet (UV) resistance. The formulation is similar to that of vinyl siding which has a history of providing long term durability and structural integrity.

#### HOW DO I CLEAN MY VINYL GAZEBO?

Fantastik or Mr. Clean, when mixed with water, are excellent products for cleaning your vinyl gazebo. A product similar to Soft Scrub is helpful in removing more stubborn stains.

#### WILL IT BURN?

PVC has a high flash point of 900 F and does not readily ignite. It is therefore categorized as being self-extinguishing.

#### WILL VINYL TURN YELLOW?

No. Our extruders products contain 10 parts titanium dioxide (TiO<sub>2</sub>) which prevents ultraviolet degradation.

#### WILL VINYL BREAK IN COLD or HOT WEATHER?

As with most plastics, vinyl will become less flexible in colder weather conditions. However, unless subjected to unusual impact, it will not break. It is normal for materials to expand and contract during temperature changes. Our product has been engineered to accommodate normal temperature swings and changing climatic conditions.

72  
Amish Country Gazebos  
340 Hostetter Road  
Manheim, PA 17545

# What makes Amish Country Gazebos better?

EXHIBIT C

Page 2 of 2

*Many have tried to copy an authentic Amish Country Gazebo, but no other company can match the benefits of selecting an original Amish Country Gazebo:*

## 1. Real people that are really easy to reach

Your gazebo designer is readily available and eager to assist you from 8:30 a.m. - 8:30 p.m. Monday - Thursday and from 9:00 a.m. - 3:00 p.m. on Friday and Saturday. (Please come visit us to see your gazebo being made.)

## 2. We are the manufacturer

Since you are buying directly from us, the manufacturer, you can know you are getting the best value, the best quality, and the best service in the industry. We do not have a dealer network with a middle-man simply pushing paper.

## 3. Lifetime Guarantee

Amish Country Gazebos is the only gazebo company with enough confidence to offer a LIFETIME GUARANTEE.

## 4. Experience

No one has as much experience or as many happy customers in America. We serve homeowners in every one of the lower 48 states every year... We also ship gazebos to Hawaii nearly every year, and one of our crews even went to Alaska to install a gazebo a few years ago. In addition, our gazebos have been shipped to 14 foreign countries so far.

## 5. We do only GAZEBOS

The engineered precision, the quality craftsmanship, the clear assembly instructions, the world-class packaging, and the way you are cared for in making your gazebo dream come true all result from our single-minded focus on your gazebo. Just gazebos. NO distractions! Most other companies add gazebos to a broader product line and are simply middle-men.

## 6. World class shipping systems

We are the only gazebo company with its own trucks for delivering gazebos across the USA. Your gazebo weighs more than 2000 pounds, so in our packaging and delivery systems we make sure it is easy for you to accept delivery. As you will see on the enclosed DVD, our brother Tom and his associates love to deliver gazebos all across America.

## 7. Assembly helps

Our assembly manual, DVD, and customer service are the best in the business. If you have any problems while assembling your gazebo, our production manager stands ready to assist you. (He loves his job...and we love him!) You will be given his cell phone number when your gazebo is delivered. Believe it or not, he is available 24/7. Now that's service!

## 8. A much better gazebo

More Lumber - An Amish Country Gazebo has 20% - 30% more lumber than other companies provide. Your vinyl gazebo is equally more substantial.

The best lumber - We use only #1, hand-selected, kiln dried, pressure treated lumber throughout your gazebo. Other companies throw in #2 and #3 grade lumber where they think they can get away with it.

2 x 6 roof rafters - Most companies use 2 x 4's. An Amish Country Gazebo 2 x 6 rafter is 50% stronger!

1 x 6 tongue & groove ceiling - Many companies use plywood or knotty cedar boards for the ceiling. You cannot beat the beauty and strength of #1, hand-selected, pressure treated lumber for your gazebo ceiling.

2 x 6 floor joists - Some companies use 2 x 4's. An Amish Country Gazebo 2 x 6 floor joist is 50% stronger!

Screws, not nails - No other gazebo company uses stain-resistant screws throughout the gazebo like Amish Country Gazebos. Other gazebos are made with nails. We use only screws.

5-step paint process - We are the only gazebo company that uses the exact same paint booth that car detailers use to paint expensive cars. This enables us to provide the best gazebo paint job in America. Here are the five steps: (1) hand sanding (2) prime coat (3) hand sanding again (4) first coat of paint (5) second coat of paint.

Superior Vinyl materials - When you select a maintenance-free vinyl gazebo from Amish Country Gazebos, you can be sure it won't fade or yellow. It will hold its smooth texture and strength. Yes, it may cost us a bit more, but in the long run it pays to provide vinyl products made with the highest quality resin.

## **AGREEMENT FOR GAZEBO DONATION**

This Agreement is entered into this \_\_\_\_\_ day of April, 2010, by and between the City of Oak Harbor, a municipal corporation (hereafter referred to as "City") and the Oak Harbor Garden Club, a non-profit organization (hereafter referred to as "OHGC").

WHEREAS, the OHGC is desirous of making a donation of a gazebo to the City as an oasis of beauty and serenity at the Hal Ramaley Park; and

WHEREAS, the OHGC "adopted" the Hal Ramaley Park several years ago and has maintained it with pride and hard work; and

WHEREAS, the OHGC has chosen a gazebo design which it feels is safe, aesthetically pleasing and architecturally compatible with nearby buildings; and

WHEREAS, the City is pleased to receive the OHGC donation and wishes to ensure that the rights and obligations of all parties concerning the donation are clear;

NOW, THEREFORE, the parties agree to the following terms and conditions:

### **Rights and Obligations of OHGC**

1. On or before December 31, 2010, OHGC shall donate a 16' x 16' gazebo to the City with the intention that the gazebo shall be available for use by the public in the City parks. The original placement of the gazebo shall be in the Hal Ramaley Park. The gazebo shall be manufactured by Amish Country Gazebos, and is described in Exhibits "A" and "C", attached hereto and incorporated by reference in this Agreement.
2. As part of its donation, OHGC will be responsible for installation of the gazebo in accordance with City Parks' and Building Division's requirements, including installation of a cement floor at ground level. Installation shall comport with Exhibits "A" and "B", attached hereto and incorporated by reference in this Agreement.
3. OHGC shall ensure that the lifetime warranty provided by Amish Country Gazebos includes the City as owner.

### **Rights and Obligations of City of Oak Harbor**

1. City shall prepare the site for installation of the gazebo at Ramaley Park in accordance with Exhibit "B".
2. The City of Oak Harbor will pay all plan check and permit fees associated with the construction and installation of the gazebo.

3. Upon installation of the gazebo, the City through its Parks Division shall inspect the gazebo and, if satisfied that it meets all City requirements, accept it as a gift to the City.
4. Upon acceptance of the gazebo by the Parks Division, the gazebo shall become the sole property of the City and the OHGC shall have no special rights to its use other than as members of the general public.
5. The City may condition use of the gazebo in its sole discretion to meet the health, safety and welfare needs of the City and its residents.
6. Upon acceptance of the gazebo, the City shall have responsibility for the maintenance and repair of the gazebo subject to the lifetime warranty provided by Amish County Gazebos and the OHGC shall have no liability for any defect or use of the gazebo arising out of the generous donation to the City by OHGC.

This Agreement for Gazebo Donation was approved by the Oak Harbor City Council this \_\_\_\_\_ day of April, 2010.

\_\_\_\_\_  
Jim Slowik, Mayor

Entered into this \_\_\_\_\_ day of April, 2010, by the Oak Harbor Garden Club.

By \_\_\_\_\_  
Sally Karg, President

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

Bill No. \_\_\_\_\_  
Date: April 20, 2010  
Subject: Goldie Road Annexation and  
Annexation Agreement

**FROM:** Steve Powers, Development Services Director *SP*

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

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

**PURPOSE**

This agenda bill presents an ordinance to annex property into the city of Oak Harbor and an associated annexation agreement. The proposed annexation is for properties owned by Goldie Road LLC along Goldie Road and properties along Easy Street. The annexation agreement applies only to properties owned by Goldie Road LLC.

**AUTHORITY**

The authority for annexation is established by RCW 35A.14.010.

**SUMMARY STATEMENT**

On January 23, 2008, Mr. Sean Byrne, managing partner of Goldie Road LLC, submitted a request to annex two properties which are located approximately 300 feet north of Easy Street, on the west of NE Goldie Street. On February 19, 2008, Mr. Byrne submitted an amendment to the request including an additional property north of the original requested area. The three properties included in the request totaling approximately 13.75 acres in size are all owned by Goldie Road LLC.

On March 18, 2008, the City Council considered Mr. Byrne's request for annexation and geographically modified the annexation area to include properties along Easy Street as indicated in Exhibit 1. The modification was done to further Comprehensive Plan policies that recommend avoiding unincorporated areas from being completely surrounded by city property and squaring off city boundaries where possible. The City Council action authorized circulation of the petition and required the simultaneous adoption of the zoning classification and the assumption of all City indebtedness for properties in the annexation area. The City Council also directed staff to prepare an annexation agreement in conjunction with the annexation petition.

Following the request for annexation Mr. Byrne filed a sponsored amendment for consideration with the 2008 Comprehensive Plan amendments. This sponsored amendment requested changing the land use designation for the property owned by Goldie Road LLC from Planned Industrial Park to Community Commercial. The amendment was approved by the City Council on December 2, 2008. Therefore, the properties owned by Goldie Road LLC considered for annexation are designated as Community Commercial. The properties along Easy Street that are included in the annexation petition are designated as Planned Industrial Park.

Mr. Byrne submitted the annexation petition for the area that was approved by the City Council in March 2008 (Exhibit 2). The three properties owned by Goldie Road LLC in the annexation area constitutes 67% of the value of the total annexation area and therefore meet the requirements of RCW 35A.14.120 for a valid petition. The County has reviewed the annexation petition and has made a Determination of Sufficiency beginning January 29, 2010 (Exhibit 3). The Determination of Sufficiency is valid for six months. With the submittal of a valid petition and the Determination of Sufficiency complete the final action on the annexation may now be considered by the City Council in a public hearing.

#### Policy Considerations

The decision to annex the property must be reviewed against the Comprehensive Plan's goals and policies. The goals and policies that primarily apply to annexation are under the Urban Growth Area Element of the Comprehensive Plan. Goal 4 of the Urban Growth Area Element directly applies to annexation of property into the City. The proposed annexation is reviewed against the policies listed under this goal.

- 4.a Land to be annexed should include only areas seen as logical extensions of the City, located adjacent to existing urban development.  
*The proposed annexation area is contiguous to the City and is considered as a logical extension. The Goldie Road corridor connects the City of Oak Harbor to NAS Whidbey Ault Field and makes it a good candidate for urban development.*
- 4.b The City should avoid annexations that would result in unincorporated enclaves within the UGA.  
*The annexation area in the petition includes all the properties north of Easy Street as geographically modified by the City Council in March 2008. The geographic modification done at that time furthers this goal and avoids creating an enclave on the northwest corner of Goldie Road and Easy Street (Exhibit 1).*
- 4.c Annexations to the City should be based on evidence that public facilities and service capacities already exist or are planned for and can be efficiently, economically, and practically provided by either public or private sources.  
*Sewer and water is available on NE Goldie Street. No formal stormwater conveyance system serves this property. The owner will need to undertake a stormwater study and analysis prior to designing a stormwater system to serve any development on the property. The Annexation Agreement assigns the responsibility to the Owner for on-site and off-site improvements to the stormwater system that will serve the property. The*

*agreement also requires the Owner to consider low impact techniques that will help with storm water system design.*

- 4.d Annexations should not diminish the present LOS or create an excessive financial burden to existing and prospective property owners in the City.  
*The annexation area includes single family residences along Easy Street, a mobile home park and vacant land. This area is within the City's emergency services coverage currently and will therefore not be considered as additional service. The City relies on existing codes and regulations to minimize the impacts on the level of service. Development of the property will require a LOS analysis for transportation to determine impacts. The LOS analysis will also provide information on mitigation of impacts.*
- 4.e Ensure property owners within an annexing area are aware of foreseeable obligations or requirements that may be imposed upon them by the City at the time of annexation.  
*The noticing requirements of the annexation process initiated on March 18, 2008 and the related land use amendments during the 2008 Comprehensive Plan Amendments have kept the property owners and residents in the annexation area involved in the project. Mr. Byrne has contacted the property owners and the residents of the mobile home park regarding annexation of the property (Exhibit 4). The property has been posted with signs with information on the hearing dates. City staff mailed a letter to the property owners and the residents of the mobile home park informing them of the dates of the public hearing (Exhibit 5).*
- 4.f Require existing buildings, within annexed areas, to meet the City's fire and safety requirements.  
*The property currently has a mobile home park on the southern portion and the remaining land is vacant. The property owner may be required to install fire hydrants and a turnaround for emergency vehicles at the existing mobile home park. The annexation area includes some single family structures. Existing single family dwellings are exempt from the City's fire department code requirements upon annexation.*
- 4.g Assure that the City's fire rating is not reduced because of annexation.  
*The City's Fire Department responds to calls in the subject property since it is in the auto-aid area. Any development proposed on the property will be required to provide the necessary fire suppression system and therefore will not diminish the City's fire rating.*
- 4.h Maintain the existing level of police service when annexing new areas.  
*Annexation of the property is not anticipated to create a significant decrease in the level of police service to the property.*
- 4.i Annexation proposals should describe the method and level of funding for capital facilities needed to serve the annexed area.  
*The annexation agreement addresses the capital facility needs adjacent to the annexation area. Sewer and water is available on Goldie Road adjacent to the property and development of the property will require connections to the existing systems. The*

*annexation agreement also addresses the transportation improvements that are necessary in the area such as improvements on Goldie Road along the frontage of the property and the extension of NE 16<sup>th</sup> Avenue. All the capital facility needs to support development will be required at the time of development. However, the annexation agreement provides a five year time frame for the improvements to be done even if the property does not develop.*

- 4.j The City may require the preparation of a fiscal impact study which addresses long and short-term economic impacts to the City.  
*The 2006 Commercial Lands analysis indicated the need for more commercially designated land within the community. Since the property was recently designated as Community Commercial, its annexation responds to this need and development of the property will add economic value to the city.*
- 4.k Annex, when possible, areas of sufficient size that square off City boundaries and enhance circulation.  
*The annexation area in the petition includes all the properties north of Easy Street as geographically modified by the City Council on March 18, 2008. The geographic modification done in March 2008 was to further this goal and square off the boundaries along Koetje Road.*
- 4.l Proposed annexations shall not result in the long-term reduction of the City's established LOS standards.  
*The proposed annexation in itself will not reduce any of the established LOS standards. Any development on the property will be required to provide a LOS analysis that will provide the information to mitigate any anticipated LOS deficiencies.*

#### Annexation Agreement

As directed by the City Council, staff drafted an annexation agreement for the properties considered for annexation. The highlights of the agreement are below:

- Development of property to occur within five years of annexation.  
*Annexation of property into the City is beneficial only with development of the property and the construction of infrastructure such as stormwater, wastewater, transportation, etc. The annexation agreement provides a five year time frame for the owner to coordinate site development and plan for infrastructure improvements to support development of the property.*
- Restrictions on development of dwelling units.  
*The Comprehensive Plan Amendment that designated this property for Community Commercial also included a restriction on the development of dwelling units. Language has been included in the agreement to implement the restriction.*
- Owner's responsibility for onsite and offsite utilities necessary for the development of the property.

*Development of the property may require improvements to offsite utilities. The exact nature of these improvements will be determined at the time of a development proposal.*

- The use of low impact development principles and techniques.  
*The incorporation of low impact development principles into the early stages of a development and site layout provides many benefits to the development and to the stormwater system. The agreement requires the developer to first consider LID techniques and use traditional methods only if LID techniques are not feasible.*
- Owner's responsibility for improvements to NE Goldie Street.  
*Development of the property will trigger improvements to NE Goldie Street and the utilities associated with it.*
- Owner's responsibility to construct NE 16<sup>th</sup> Avenue to standards established in the Transportation Plan.  
*The development of this property must incorporate the City's adopted Transportation Plan to extend NE 16<sup>th</sup> Avenue west of its current location. NE 16<sup>th</sup> Avenue will serve as a critical east-west connector for Oak Harbor when extended to the west to Heller Road. NE 16<sup>th</sup> Avenue will serve the property and therefore should be built in conjunction with any development along the frontage of the property.*

In the pursuit of annexation and eventual development of his properties, Mr. Byrne has been negotiating with the City for purchase of City-owned property adjacent to the annexation area. If Mr. Byrne acquires the City-owned property it would be combined with his properties as part of the overall development site.<sup>1</sup> Details regarding the purchase of the property are addressed separately from the annexation agreement in a purchase and sale agreement.

#### Notifications

The initial intent to annex and the Comprehensive Plan Amendment in 2008 drew attention from the property owners and residents in the annexation area. Recently, Mr. Byrne has contacted the property owners along Easy Street by mail regarding the annexation petition. City staff notified the property owners and residents regarding the annexation and the date of public hearing.

#### Conclusion

In reviewing the proposed annexation against the policies in the Comprehensive Plan, it can be concluded that the annexation as proposed furthers the City's goals regarding growth and annexation. The geographical modification by the City Council on March 18, 2008 to include properties that will be surrounded by the annexation will further the goal to avoid annexations that would result in unincorporated enclaves and inclusion of the properties to the north and west of Easy Street will further the goal to square off City boundaries when possible.

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<sup>1</sup> Note: It is staff's understanding that intended development site does not include the Evergreen Mobile Home Park although it is included in the annexation area.

### **STANDING COMMITTEE REPORT**

The annexation of this area was discussed at the February 25, 2008 Government Services Committee meeting when Mr. Byrne submitted a letter of intent to annex his property into the city. An update of the annexation and the agreement was provided to the Government Services Committee on January 12, 2010. The item is also scheduled for discussion at the April 13, 2010 Government Services Committee meeting.

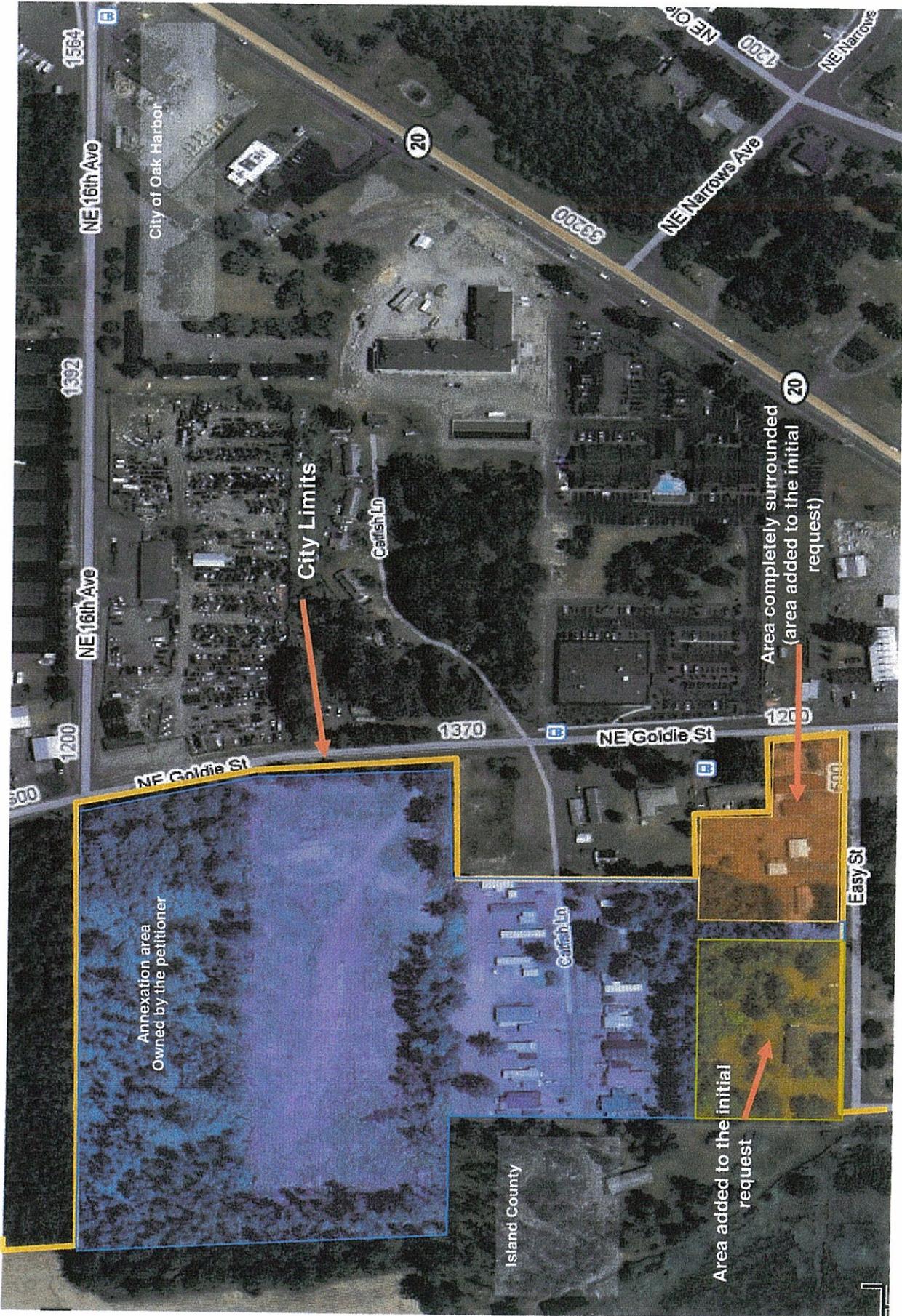
### **RECOMMENDED ACTION**

- Conduct a public hearing
- Approve the annexation agreement between the City and Goldie Road LLC.
- Adopt the Annexation Ordinance

### **ATTACHMENTS**

1. Map of the annexation area
2. Annexation Petition
3. Determination of Sufficiency
4. Mr. Byrne's contact letters to property owners (yet to receive)
5. Notification Letter (To be added)
6. Annexation Ordinance
7. Annexation Agreement

### **MAYOR'S COMMENTS**



IRREVOCABLE

PETITION FOR ANNEXATION

TO: The Mayor and City Council  
Of the City of Oak Harbor, Washington

We the undersigned being owners of not less than 60 percent in value of the real property herein described and lying contiguous to the City of Oak Harbor, Washington do hereby petition that such territory be annexed to and made a part of the City of Oak Harbor under the provisions of RCW 35A.14 (1981) and any amendments thereto of the laws of the State of Washington.

The territory proposed to be annexed is within Island County, Washington and the boundaries are outlined on the map attached to this petition. (See Exhibit "A" hereto attached and by this reference made a part hereof.) The property is described as follows:

(legal description in Exhibit B)

The City Council of the City of Oak Harbor met with the initiating parties at a regular Council meeting on the 18 day of MARCH 2008 and after the said meeting having been closed at the 18 day of MARCH, 2008, the City Council indicated that it would accept a proposed annexation. At the 18 day of MARCH, 2008 meeting, the City Council did also determine as follows:

1. It would require simultaneous adoption of zoning for the proposed area to be annexed as C3 Community Commercial, based upon the proposed Comprehensive Plan Land Use Map adopted on the December 1, 2009.
2. It would require the assumption of existing City indebtedness by the area proposed to be annexed.

Wherefore, the undersigned petition the Honorable City Council and ask:

- (a) That appropriate action be taken to entertain this petition fixing a date of public hearing, causing notice to be published and posted specifying the time and place of such hearing and inviting all persons interested to appear and voice approval or disapproval of such annexation; and,
- (b) That following said hearing the City Council determine by ordinance that such annexation shall be made annexing the above described territory and declaring the date that such annexation shall be effective. That property so annexed shall become a part of the City of Oak Harbor, Washington subject to it's laws and ordinances then and thereafter in force.

- (c) That the proposed zoning as adopted for the area as above indicated, shall be effective zoning for the proposed annexation area and shall not be modified for eighteen (18) months after annexation.
- (d) The petitioners subscribing hereto agree that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as other property within the City of Oak Harbor including assessments of taxes and payment of any bonds issued or debts contracted prior to or existing at the date of the annexation.
- (e) That every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

The undersigned has read the above text and consents to the filing of other pages hereof to be considered as part of this petition.

Dated this 25<sup>th</sup> day of January, 2010

  
 (Print Name) SEAN BYRNE

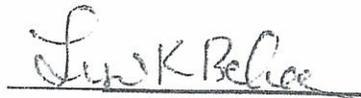
STATE OF WASHINGTON )

) ss:

COUNTY OF ISLAND )

THIS IS TO CERTIFY that on this 25<sup>th</sup> day of January, 2010, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Sean Byrne, to me known to be the President of Goldie Road LLC, a corporation, to me known to be a general partner of Goldie Road LLC, the (general/limited) partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation and said partnership for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.



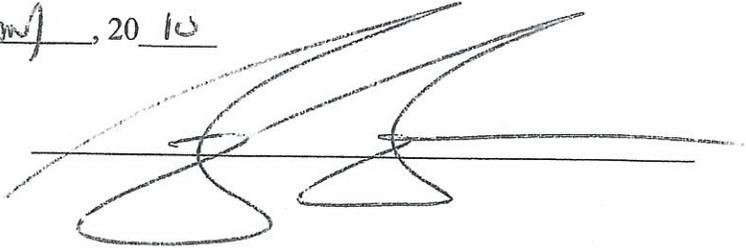
Notary Public  
State of Washington  
LISA K. DEBEE  
My Appointment Expires Jan. 19, 2012

Notary Public in and for the  
State of Washington, Island  
County Island

Commission expires Jan 19, 2012

The undersigned has read the above text and consents to the filing of other pages hereof to be considered as part of this petition.

Dated this 25<sup>th</sup> day of January, 20 10



STATE OF WASHINGTON )

) ss:

COUNTY OF ISLAND )

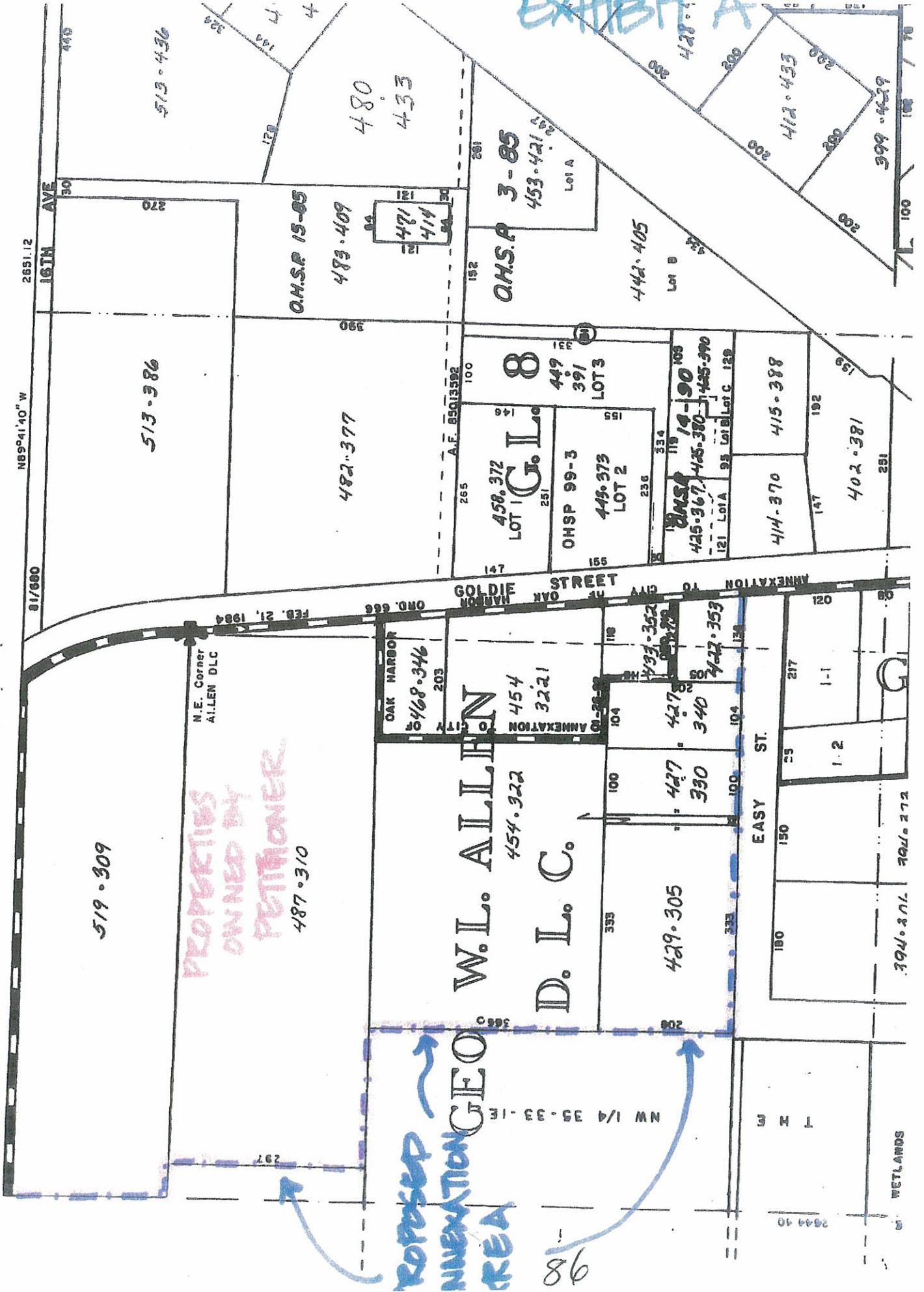
THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ if \_\_\_\_\_, a corporation, to me known to be a general partner of \_\_\_\_\_, the (general/limited) partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation and said partnership for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, Island  
County \_\_\_\_\_

Commission expires: \_\_\_\_\_

EXHIBIT A



PROPERTIES OWNED BY PETITIONER  
487-310

PROPOSED ANNEXATION AREA

W.L. ALLEN  
D.L.C.

86

519-309

513-386

O.H.S.P. 15-85

483-409

482-377

480

433

O.H.S.P. 3-85

453-421

LOT 8

458-372

LOT 2

445-373

LOT 9

425-367

LOT 10

425-380

LOT 11

414-370

LOT 12

415-388

LOT 13

402-381

LOT 14

414-370

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LOT 136

402-381

## EXHIBIT B

All of the following described real property, situated in the County of Island, State of Washington:

*Howard:*

That portion of the G.W. ALLEN D.L.C. in Section 35, Township 33 North, Range 1, E.W.M., described as follows: Beginning at the Northeast corner of the Plat of Goldie Road Acres, according to plat recorded in Volume 4 of Plats, page 31; thence Westerly along the North boundary of Goldie Road Acres if extended 684.77 feet to the true point of beginning of this tract; thence North 208 feet; thence East 333 feet; thence South 208 feet; thence West 333 feet to the true point of beginning.

*Murphy:*

That portion of the G.W.L. Allen Donation Claim in Section 35, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of the plat of Goldie Road Acres; thence Westerly along said North boundary a distance of 240 feet to the true point of beginning; thence West a distance of 100 feet; thence North a distance of 208 feet; thence East a distance of 100 feet; thence South a distance of 208 feet to the true point of beginning.

*Wiley:*

That portion of G. W. L. Allen Donation Claim in Section Thirty Five (35), Township Thirty Three (33), North Range one (1), East of Willamette Meridian, described as follows:

Beginning at the NE corner of the Plat of Goldie Road Acres, Whidbey Island, Washington, as per plat recorded in Volume 4 of Plats, Page 31, records of Island County; thence Westerly along the North boundary thereof 136 feet to the true point of beginning; thence Westerly 104 feet along the north boundary of said Goldie Road Acres; thence North 208 feet; thence East 104 feet; thence South 208 feet to the true point of beginning.

Island County Assessor's Tax Parcel No: R13335-427-3400

Rutledge:

That portion of the G.W. Allen Donation Land Claim and that portion of Government Lot 8 in Section 35, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of the PLAT OF GOLDIE ROAD ACRES, according to the recorded plat thereof in Volume 4 of Plats, page 31, records of Island County, Washington;  
thence Westerly along the North boundary of said Plat, a distance of 136 feet;  
thence North 105 feet;  
thence East of the West line of Goldie Road;  
thence Southerly along West line of said Goldie Road to the point of beginning.

Goldie Road, LLC:

That portion of Government Lot 8, in Section 35, Township 33 North, Range 1 East W.M., described as follows:

Beginning at the Northwest corner of said Government Lot 8; thence South along the West line of said Government Lot 8, to the North line of the G.W.L. ALLEN DONATION LAND CLAIM; thence East along the North line of said Donation Land Claim and the North line extended East to the West line of the Goldie Road; thence North along said road to the North line of Government Lot 8; thence West along the North line of said Government Lot 8, to the true point of beginning.

That portion of the G.W.L. Allen Donation Claim and of Government Lot 8, all in Section 35, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said Donation Claim;  
thence West along the North line of said Donation Claim to the intersection of the West line of Government Lot 8 in said Section 35 with the North line of said Donation Claim;  
thence South 297 feet;  
thence East to the East line of said Donation Claim;  
thence East to the West line of Goldie Road;  
thence North along said road to the North line of said Donation Claim, extended Easterly;  
thence West to the point of beginning.

That portion of the G.W.L. Allen Donation Land Claim and of Government Lot 8, Section 35, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of the Plat of GOLDIE ROAD ACRES, as per plat recorded in Volume 4 of Plats, page 31, records of Island County, Washington, said plat being the true point of beginning;  
thence Westerly along the North boundary of Goldie Road Acres, and said boundary extended 476.77 feet;  
thence North a distance of 208 feet;  
thence West a distance of 208 feet to the East boundary of a tract conveyed to Benjamin Ronhaar by deed recorded June 12, 1953, under Auditor's File No. 90305, records of Island County, Washington;  
thence North a distance of 366.2 feet to the North boundary of a tract conveyed to Andrew VanderStoep, by deed recorded July 7, 1945, under Auditor's File No. 62885, records of Island County, Washington;  
thence Easterly along said North boundary to Goldie Road;  
thence Southerly along the West boundary of Goldie Road to the point of beginning;

EXCEPT that portion beginning at the intersection of the North line of the above described tract and the Westerly line of Goldie Road;  
thence Southerly along said West line of Goldie Road a distance of 104 feet;  
thence West a distance of 208 feet;  
thence North approximately 104 feet to the North line of the above described tract;  
thence East to the point of beginning;

ALSO EXCEPT that portion beginning at the Northeast corner of the Plat of GOLDIE ROAD ACRES, as per plat recorded in Volume 4 of Plats, page 1, records of Island County, Washington;  
thence Westerly along the North boundary of said plat a distance of 340 feet;  
thence North a distance of 208 feet;  
thence East a distance of 204 feet;  
thence North a distance of 12 feet;  
thence East a distance of 117.98 feet, more or less, to the Westerly line of Goldie Road;  
thence Southerly along said Westerly line to the point of beginning;

ALSO EXCEPT that portion beginning at the Northeast corner of the Plat of GOLDIE ROAD ACRES, as per plat recorded in Volume 4 of Plats, page 31, records of Island County, Washington;  
thence Westerly along the North boundary of said plat, if extended 476.77 feet to the true point of beginning;  
thence North a distance 208 feet;  
thence East a distance of 125 feet;  
thence South a distance of 208 feet;  
thence West a distance of 125 feet to the true point of beginning.

# Island County Assessor

David M. Mattens  
Assessor

March 26, 2010

Mr. Rajesh "Cac" Kamak, AICP  
Senior Planner  
865 S. E. Barrington Drive  
Oak Harbor, WA 98277-4092

RECEIVED

MAR 30 2010

CITY OF OAK HARBOR  
Development Services Department

RE: Annexation Petition for property west side of Goldie Road – Sean Byrne –  
**Determination of Sufficiency**

Dear Mr. Kamak:

This letter is in response to your letters, dated January 25 and March 11, 2010 requesting a determination of sufficiency for a petition of annexation into the City of Oak Harbor. The petitioner, Mr. Sean Byrne, owns three properties of seven properties in the area proposed for annexation, located on the west side of Goldie Road opposite NE 16<sup>th</sup> Avenue.

Mr. Byrne's three parcels (R13335-519-3090, R13335-487-3100, and R13335-454-3220) represent 67 % of the seven parcels to be annexed into the City of Oak Harbor. The remaining four parcels (R13335-429-3050, R13335-427-3300, R13335-427-2400, and R13335-422-3530) represent 9%, 8%, 7%, and 9%, respectively for a total of 33%.

To be sufficient a petition must contain valid signatures of qualified property owners of not less than sixty percent in value [RCW 35A.01.040 (4) (9) (e)]. Mr. Byrne's property accounts for more than sixty percent in value: and therefore, a determination of sufficiency has been met.

Determination of sufficiency began on January 29, 2010. If you have any questions please don't hesitate to contact me.

Sincerely,



David M. Mattens  
Island County Assessor



Goldie Road LLC

POB 1113 Oak Harbor

WA 98277

March 31<sup>st</sup> 2010

Jason and Crystal Murphy

552 NE Easy Street Oak Harbor WA 98277

Dear Jason & Crystal,

I hope this letter finds you all in good health and spirits, I wanted to let you know that I am starting the process of annexation with the City of Oak Harbor, I am asking for the Evergreen Park and my adjoining acreage on Goldie Road to be included into the annexation request. As you know the City has recommended that your property as well should be included in this annexation.

There will be a public meeting at sometime in the near future to address any of your questions please check the upcoming Whidbey times for any advertisement as well, I hope you do support this action but also understand if you oppose it.

Respectfully

Sean Byrne

Managing Member Goldie Road LLC

Goldie Road LLC

POB 1113 Oak Harbor

WA 98277

March 31<sup>st</sup> 2010

Clifford & Teresa Howard

574 NE Easy Street Oak Harbor WA 98277

Dear Clifford & Teresa,

I hope this letter finds you all in good health and spirits, I wanted to let you know that I am starting the process of annexation with the City of Oak Harbor, I am asking for the Evergreen Park and my adjoining acreage on Goldie Road to be included into the annexation request. As you know the City has recommended that your property as well should be included in this annexation.

There will be a public meeting at sometime in the near future to address any of your questions please check the upcoming Whidbey times for any advertisement as well, I hope you do support this action but also understand if you oppose it.

Respectfully

Sean Byrne

Managing Member Goldie Road LLC

Goldie Road LLC

POB 1113 Oak Harbor

WA 98277

March 31<sup>st</sup> 2010

Michael Rutledge

526 NE Easy Street Oak Harbor WA 98277

Dear Michael,

I hope this letter finds you all in good health and spirits, I wanted to let you know that I am starting the process of annexation with the City of Oak Harbor, I am asking for the Evergreen Park and my adjoining acreage on Goldie Road to be included into the annexation request. As you know the City has recommended that your property as well should be included in this annexation.

There will be a public meeting at sometime in the near future to address any of your questions please check the upcoming Whidbey times for any advertisement as well, I hope you do support this action but also understand if you oppose it.

Respectfully

Sean Byrne

Managing Member Goldie Road LLC

Goldie Road LLC

POB 1113 Oak Harbor

WA 98277

March 31<sup>st</sup> 2010

Harold & Sharyn Wiley

10844 Anvik Circle Anchorage , AK 99577

Dear Harold & Sharyn,

I hope this letter finds you all in good health and spirits, I wanted to let you know that I am starting the process of annexation with the City of Oak Harbor, I am asking for the Evergreen Park and my adjoining acreage on Goldie Road to be included into the annexation request. As you know the City has recommended that your property as well should be included in this annexation.

There will be a public meeting at sometime in the near future to address any of your questions please check the upcoming Whidbey times for any advertisement as well, I hope you do support this action but also understand if you oppose it.

Respectfully

Sean Byrne

Managing Member Goldie Road LLC

94

Goldie Road LLC

POB 1113 Oak Harbor

WA 98277

March 31<sup>st</sup> 2010

Evergreen Park Tenants

Dear Mobile Home Owner,

I hope this letter finds you all in good health and spirits, I wanted to let you know that I am starting the process of annexation with the City of Oak Harbor to include the park as well as my adjoining acreage and the homes along Easy Street.

Since the last application for annexation there have been some changes, I have elected to not include the Evergreen Park as part of the larger future commercial project, with the exception of the front parcel which includes a house and two mobile homes I have notified the owners of the two mobiles that will eventually be moved off site, and are working with those owners thru this transition. The remainder of your mobile homes will stay in place as part of our preserving of the remainder of the park.

It is my hopes to work with you all to preserve the park and take steps to allow you all as a group to either purchase the park, or to find an investor to participate with you all on a future sale. The City of Oak Harbor will also be notifying you of the upcoming council meeting that again outlines the annexation and explains the process as well as notification of an upcoming City Council meeting.

Thank you all for your continuing support.

Respectfully

Sean Byrne

Managing Member Goldie Road LLC

95

4/2/2010

Property Owner  
Address

Re: Annexation of properties included in the petition by Goldie Road LLC.

Dear Sir/Madam,

You are receiving this letter because you either own property or live in an area that is being considered for annexation into the city of Oak Harbor. The City has received a petition from Mr. Sean Byrne for annexation of area as depicted in Exhibit 1.

On January 23, 2008, the City received a letter of intent from Mr. Sean Byrne to annex property he owns along Goldie Road. On March 18, 2008, the City Council considered Mr. Byrne's request for annexation and geographically modified the annexation area to include properties along Easy Street as indicated in Exhibit 2.

Also please note the City Council approved a Comprehensive Plan Amendment on Dec 2, 2008 and designated the properties owned by Mr. Byrne as Community Commercial.

The City has now received an official annexation petition from Mr. Sean Byrne. Based on the City Council's action the petition includes properties along Easy Street. The property owned by Goldie Road LLC constitutes more than sixty percent of the total assessed valuation of the general taxation of all the property included in the proposed annexation area. Therefore the annexation petition meets the requirements of RCW 35A.14.120.

The City Council has tentatively set April 20, 2010 as a date for a public hearing to consider the annexation. The City Council meeting will be held at the City Hall located at 865 SE Barrington Avenue at 6pm.

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 said Public Hearing.

The consideration of annexation of the area will also include an annexation agreement with the petitioner. The agreement will address infrastructure issues, timing of development and other requirements. The annexation agreement applies only to the properties owned by Goldie Road LLC.

If the annexation is approved the properties along Easy Street will be zoned PIP, Planned Industrial Park and the properties along Goldie Road will be zoned C-3, Community Commercial. These zoning classifications are derived from the Future Land Use map in the City's Comprehensive Plan.

If you'd like to learn more about annexations, the process, annexation agreements or discuss specific issues regarding annexation of this area, please contact me at 360-969-2980.

Sincerely,

Rajesh "Cac" Kamak, AICP  
Senior Planner





**Return to:**  
City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98277

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE CITY OF OAK HARBOR AND ASSIGNING ZONING FOR THE ANNEXED PROPERTY CONSISTENT WITH THE OAK HARBOR COMPREHENSIVE PLAN**

WHEREAS, a property owner filed a petition on January 25, 2010 with the City of Oak Harbor requesting the annexation of real property within the Oak Harbor Urban Growth Area and contiguous to the municipal boundary of the City of Oak Harbor, Island County, Washington, pursuant to RCW 35A.14.120 now in effect; and

WHEREAS, the Island County Auditor determined on January 29, 2010 that the petition is sufficient as required by RCW 35A.01.040; and

WHEREAS, the City Council did set April 20, 2010 as the date for public hearing and that notice of the hearing was published twice in the City's official newspaper and notices were also posted in three public places within the territory proposed for annexation, that specify the time and place of hearing and invited interested persons to appear and voice approval or disapproval of the; and

WHEREAS, said public hearing was published on April 10 and 17, 2010 in the Whidbey News Times; and

WHEREAS, notice was also posted in three public places within the territory proposed for annexation on April 5, 2010; and

WHEREAS, a public hearing was held before the City Council of Oak Harbor on April 20, 2010; and

WHEREAS, the annexation is consistent with adopted goals and policies of the Urban Growth Area Element of the Comprehensive Plan; and

WHEREAS, the City Council of the City of Oak Harbor, following due deliberation and careful consideration of the issues germane to the annexation petition, finds that the proposal is consistent with state and local laws pertaining to the annexation of property to the

City of Oak Harbor and with the Urban Growth Area goals and policies in the Oak Harbor Comprehensive Plan;

NOW THEREFORE, the City Council of the City of Oak Harbor do ORDAIN as follows:

**Section 1.** That the following described property, situated in the County of Island, State of Washington and contiguous to the City of Oak Harbor, is hereby annexed to and incorporated into the City of Oak Harbor, Washington:

That portion of the Northeast Quarter of Section 35, Township 33 North, Range 1 East, WM, described as follows:

Beginning at the Northeast corner of the Plat of Goldie Road Acres, as per plat recorded in Volume 4 of Plats at Page 31 under Auditors File No. 3997832, records of Island County Washington; Thence Westerly along the North line of Goldie Road Acres and the North line of Easy Street in the City of Oak harbor, 684.77 feet to the Southeast corner of that certain parcel as described in document recorded under Auditors File No. 95003094; Thence North along the West line thereof and the West line of that certain parcel as described in document recorded under Auditors File No. 4159678 a distance of 574.2 feet, more or less to the Northwest corner thereof; Thence West 233 feet, more or less, to the Southerly extension of the West line of Government Lot 8, in said Section 35; Thence North, along said line, 525 feet to the Northwest corner of said Government Lot 8; Thence East, along the North line of said Government Lot 8, a distance of 762 feet, more or less, to the West margin of Goldie Road; Thence Southerly, along said West margin, 541 feet, more or less, to the existing city limit of the City of Oak Harbor; Thence the following courses along the city limits of the City of Oak Harbor, West 198 feet more or less; Thence South 366 feet, more or less; Thence East 115 feet, more or less; Thence South 103 feet, more or less; Thence East 126 feet, more or less, to the West margin of Goldie Road; Thence Southerly along the West margin of Goldie Road 105 feet, more or less, to the point of Beginning.

Containing 16.6 Ares, more or less

Situate in the County of Island, State of Washington

**Section 2.** An annexation agreement has been entered into by the City and Goldie Road LLC., Sean Byrne, Managing Member and Theresa Byrne, Managing Member (owners of parcel R13335-454-3220, R13335-487-3100, R13335-519-3090). This agreement shall be recorded with the Island County Auditor and shall run with the land.

**Section 3.** All said real property in the annexed area described in Section 1 shall be assessed and taxed at the same rate and on the same basis as other property in the City of Oak Harbor is assessed and taxed, assume existing City indebtedness and be subject to the comprehensive plan as presently adopted or as hereafter amended.

**Section 4.** The annexed area described in Section 1 is hereby assigned zoning of PIP, Planned Industrial Park for parcels R13335-429-3050, R13335-427-3300, R13335-427-2400 and R13335-422-3530 and C-3, Community Commercial for parcels R13335-454-3220, R13335-487-3100, R13335-519-3090 in accordance with the Oak Harbor Comprehensive Plan Land Use Map. The zoning provisions of the Oak Harbor Municipal Code shall be in full force and effect in the annexed area in accordance with this assignment, including the restriction that residential dwelling units shall not be allowed on those properties zoned C-3, Community Commercial.

**Section 5.** This ordinance and the annexation provided herein shall be in full force and effect five days after publication..

PASSED by the City Council this 20<sup>th</sup> day of April 2010.

CITY OF OAK HARBOR

Approved ( ) \_\_\_\_\_  
Vetoed ( ) Jim Slowik, Mayor

\_\_\_\_\_  
Date

ATTEST:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

Published: \_\_\_\_\_

**Return to:**  
City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98277

**ANNEXATION AGREEMENT  
COVENANTS TO RUN WITH THE LAND**

**Grantors:** Goldie Road LLC.

**Grantee:** City of Oak Harbor

**Property Legal Description:** See Exhibit A

**Property Auditor's Parcel Number(s):** R13335-454-3220; R13335-487-3100 and R13335-519-3090

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF OAK HARBOR, a non-charter code city, organized and existing under the laws of the State of Washington (the "City"), and Goldie Road LLC., a corporation in the state of Washington (the "Owners"),

WITNESSETH:

WHEREAS, the Owners have petitioned the City of Oak Harbor to annex their Property described in Exhibit "A" attached hereto into the City of Oak Harbor; and

WHEREAS, the Property which is the subject of the Owners' Petition for Annexation is contiguous to the City of Oak Harbor and within the City's Urban Growth Area; and

WHEREAS, annexation of the Property into the city requires the availability of urban services to serve property developed at urban densities and levels of intensity since those densities and levels of intensity are inherent in the City's land use plans; and

WHEREAS, the Property is designated as C-3 on the City's Future Land Use Map, a commercial land use designation; and

WHEREAS, the imposition of the C-3 designation on the Property was conditioned upon no further development of residential dwelling units since the Property is located within Noise Subdistrict B; and

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

WHEREAS, stormwater management is a key urban service that must be provided when new areas are annexed into the City and the Property requires stormwater flow control and quality measures in order to comport with the City’s Stormwater Management Plan; and

WHEREAS, City water and sewer services are available to the subject property along NE Goldie Street; and

WHEREAS, development of the subject property may require additional water and sewer improvements, both onsite and offsite, as a condition of approval of a development permit; and

WHEREAS, once included in the City limits, NE Goldie Street is to be developed as a minor arterial street in accordance with the Comprehensive Plan Transportation Element; and

WHEREAS, NE Goldie Street adjacent to the Owners’ property is not presently developed in accordance with City standards for a minor arterial street provided in the Comprehensive Plan Transportation Element and Municipal Code; and

WHEREAS, the Transportation Element of the Comprehensive Plan designates NE 16<sup>th</sup> Avenue as a minor arterial and plans for the extension of NE 16<sup>th</sup> Avenue across the northern boundary of the Owners’ property; and

WHEREAS, in order to provide the minimum level of access necessary to serve the Property as described in the Comprehensive Plan Transportation Element, NE 16<sup>th</sup> Avenue west of Goldie Street should be constructed concurrently with any development of said property; and

WHEREAS, portions of the right-of-way necessary for NE 16<sup>th</sup> Avenue are owned by the City and lie on the property to the north of the Property subject to the annexation petition and the Owners desire to coordinate with the City property to facilitate their development and also to further the construction of the necessary access on NE 16<sup>th</sup> Avenue; and

WHEREAS, the City Council, functioning in its legislative capacity, will annex the Property if the Owners agree to make certain infrastructure improvements as set forth herein, regardless of future development of the property being annexed; and

Annexation Agreement  
Byrne – Goldie Road- 2

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WHEREAS, the Owners have agreed to make such dedications and improvements as a condition of annexation, to induce the City Council to approve the annexation of the Property; and

WHEREAS, the Owners voluntarily agree to enter into this agreement to provide the dedications and improvements specified herein, conditioned upon the City Council approval of the annexation of the Property,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The "Property" shall mean the property proposed for annexation as described more fully in Exhibit "A", attached hereto.
2. The sole obligation assumed by the City under this agreement is the obligation to annex the Property into the City if the City Council approves the annexation. No other duties or obligations of the City shall be deemed to have been created by virtue of this agreement.
3. This agreement is expressly contingent upon City Council approval of the annexation petition for the Annexation Property. This agreement shall be void and of no effect if the City Council shall fail or refuse to annex the Property. Nothing in this agreement shall bind the City Council to annex said Property, nor obligate the City to approve the development of the Property, nor to impose or not impose any particular conditions and requirements for the development of the Property.
4. The Owners will file all documents necessary to complete the annexation process for the Property, as deemed necessary by the City, upon City Council approval of the annexation.
5. The Owners agree to apply for development permits for the Property, consistent with applicable City ordinances, within five (5) years of the date of annexation. The Owners agree that the Property will be developed at urban intensities. The Owners further agree that residential dwelling units shall not be developed on the site and acknowledge that this condition accords with the City's existing recorded restrictions on the C-3 land use designation of the Property.
6. In addition to any other improvements, including but not limited to all public utilities both onsite and offsite, subsequently determined to be necessary as a condition of development of any portion of the Property, and not in lieu thereof, the Owners agree to completely perform the obligations set forth in this Section within five (5) years of the date of annexation of the Property, or upon development of the Property, whichever is sooner:

- a. The Owners shall pay for or provide the extension of the stormwater collection and conveyance system to serve the site in conformity with the City's Comprehensive Stormwater Drainage Plan and Municipal Code.
- b. Owner shall follow Low Impact Development principles and techniques, provided in the "Low Impact Development – Technical Guidance Manual for Puget Sound". Emphasis shall be placed on the preservation, conservation and use of on-site natural features, topography and vegetation integrated with engineered, small scale hydrologic controls to more closely mimic predevelopment hydrologic functions. The use of best management practices (BMPs) such as rain gardens, subsurface infiltration galleries, pervious pavements, biofiltration swales or similar shall be utilized to the maximum extent practical. Nothing herein shall preclude application of the City's regular development code where, in the opinion of the City Engineer, the above designated standards can not be practically applied.
- c. The Owners shall pay for or provide for the improvement of NE Goldie Street for the full frontage of the property (which includes the dedication of the necessary right-of-way and construction of all necessary half-street improvements, including sidewalks, curbs, gutters, street lighting, channelization, relocation of existing utilities, etc., to meet the adopted standard for an urban minor arterial street), plus any necessary transitions past the boundaries of the site, in conformity with the Comprehensive Plan Transportation Element and Municipal Code.
- d. The Owners acknowledge that construction of NE 16<sup>th</sup> Avenue is essential for the development of the Property. The Owners acknowledge responsibility for the design and construction of improvements, including sidewalks, curbs gutters, enclosed storm drainage, street lighting, channelization, relocation of existing utilities, etc., of NE 16<sup>th</sup> Avenue for the full frontage of the property (which includes the dedication of the necessary right-of-way and construction of full width improvements together with all necessary improvements at the intersection of NE 16th Avenue and NE Goldie Street to meet the adopted standards for an urban minor arterial street), in conformity with the Comprehensive Plan Transportation Element and Municipal Code. The Owners acknowledge that the above standards are above and beyond the Enterprise Area Street standards that would otherwise apply to development of the property. The Owner also agrees to construct a suitable turnaround area, cul-de-sac, or other means of terminating NE 16<sup>th</sup> Avenue in accordance with the standards of the City of Oak Harbor.

7. If the Owners wish to seek reimbursement for a pro rata share of the cost of construction of any of the agreed improvements from subsequent owners of the Property, or from other

Annexation Agreement

Byrne – Goldie Road- 4

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property owners benefiting from the improvements, the Owners are advised that this requires execution of a Latecomers' Agreement with the City and the recording of it with the County Auditor prior to construction of any improvements, in conformity with Ch. 35.91 RCW (utilities); Ch. 35.72 RCW (streets), and City ordinances. The City makes no representations with respect to the legal requirements for such a latecomers agreement, the satisfaction of which legal requirements is the sole responsibility of the Owners. Further nothing in this agreement shall bind the City Council to grant such a latecomers' agreement.

8. This agreement shall be a covenant running with the Property and shall bind the heirs, executors, assigns and successors of the Owners to the real property described herein, and shall constitute an obligation which may be specifically enforced against the parties and their successors in interest, in addition to any other remedy provided by law.
9. The obligations of this agreement are in addition to the requirements of the City of Oak Harbor Municipal Code, environmental regulations, and other statutes and regulations, and not in lieu thereof. Nothing in this agreement shall be construed as relieving or excusing Owners from any requirements of federal, state or local law. In addition, nothing in this agreement shall relieve or excuse the Owners from performing any obligation or condition of subdivision and development of the annexed property in effect at the time of application for development activity or land use action. In the development of the Property, the Owners shall comply with all statutes, ordinances, regulations and discretionary requirements applicable to the development at the time the application is deemed complete by the City.
10. Should any court action be brought to enforce any terms of this agreement, the prevailing party shall be entitled, in addition to any other relief, to a reasonable sum as attorneys' fees. In the event neither party wholly prevails, the party that substantially prevails shall be awarded a reasonable sum as attorneys' fees. Venue of an action to enforce the terms and conditions of this agreement shall be in Island County, Washington.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first written above.

**GRANTORS:**

\_\_\_\_\_  
Sean Byrne

\_\_\_\_\_  
Theresa Byrne





Exhibit 1

ANNEXATION BOUNDARY

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 1 EAST DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF THE PLAT OF GOLDIE ROAD ACRES, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS AT PAGE 31, RECORDS OF ISLAND COUNTY WASHINGTON; THENCE WESTERLY, ALONG THE NORTH LINE OF GOLDIE ROAD ACRES, 476.77 FEET; THENCE NORTH 208 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST 208 FEET TO THE EAST BOUNDARY OF A TRACT CONVEYED TO BENJAMIN RONHAAR BY DEED RECORDED JUNE 12, 1953, UNDER AUDITORS FILE NUMBER 90305, RECORDS OF ISLAND COUNTY WASHINGTON; THENCE NORTH 366.2 FEET, MORE OR LESS, TO THE NORTH BOUNDARY OF A TRACT CONVEYED TO ANDREW VANDERSTOEP BY DEED RECORDED JULY 7, 1945, UNDER AUDITORS FILE NUMBER 62885, RECORDS OF ISLAND COUNTY WASHINGTON; THENCE WEST 215 FEET, MORE OR LESS TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF GOVERNMENT LOT 8 IN SAID SECTION 35; THENCE NORTH, ALONG SAID LINE, 522 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 8; THENCE EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 762 FEET, MORE OR LESS TO THE WEST LINE OF GOLDIE ROAD; THENCE SOUTHERLY ALONG THE WEST MARGIN OF GOLDIE ROAD, 541 FEET TO THE EXISTING LIMIT OF THE CITY OF OAK HARBOR, AS THE SAME EXISTS IN APRIL OF 2008; THENCE WEST ALONG SAID CITY LIMIT, 178 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID CITY LIMIT; THENCE SOUTH, ALONG SAID CITY LIMIT, 357 FEET, MORE OR LESS TO A POINT WHICH LIES EAST OF THE TRUE POINT OF BEGINNING; THENCE WEST 88 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN DOCUMENT RECORDED UNDER AUDITORS FILE NO. 4043215, RECORDS OF ISLAND COUNTY WASHINGTON; THENCE SOUTH 205 FEET , MORE OR LESS TO THE SOUTHWEST CORNER THEREOF; THENCE WEST 12 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL AS RECORDED UNDER AUDITORS FILE NO. 95003094, RECORDS OF ISLAND COUNTY WASHINGTON; THENCE NORTH 208 FEET MORE OR LESS TO THE NORTHEAST CORNER THEREOF; THENCE CONTINUE WEST 125 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 13.8 ACRES, MORE OR LESS.  
SITUATE IN THE COUNTY OS ISLAND, STATE OF WASHINGTON.



City of Oak Harbor  
City Council Agenda Bill

Bill No. \_\_\_\_\_  
Date: April 20, 2010  
Subject: Adopt-A-Highway Agreement

FROM: Mark Soptich *MS*  
Fire Chief

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

**PURPOSE**

Consider renewing the agreement with The Washington State Department of Transportation (WSDOT) authorizing the Oak Harbor Fire Department to clean along SR20.

**AUTHORITY**

RCW 35.A.11.020 The city shall have powers for the beautification of public ways.

**SUMMARY STATEMENT**

Oak Harbor Fire Department personnel have participated in the Adopt-A-Highway program since 1991. The agreement requires that litter be picked up for 2.7 miles along SR20 within the city limits no less than 4 times per year. WSDOT provides warning signs, litter bags, and safety equipment to perform the task. The litter is placed along the shoulder of the highway for pickup and disposal by WSDOT.

This program is an opportunity for department members to serve their community in a different way. The program requires a small amount of time and helps beautify the city along the SR20 corridor.

**STANDING COMMITTEE REPORT**

The Public Safety Standing Committee discussed the program at its January 21<sup>st</sup> meeting.

**RECOMMENDED ACTION**

Approve the Adopt-A-Highway Agreement AAH-1-2-284 with the Washington State Department of Transportation and authorize the Mayor to sign the agreement.

**ATTACHMENTS**

Adopt-A-Highway Agreement AAH-1-2-284

**MAYOR'S COMMENTS**



**Washington State  
Department of Transportation**  
Paula J. Hammond, P.E.  
Secretary of Transportation

**Northwest Region**  
Maintenance Area 2  
4100 Cedardale Rd  
Mount Vernon, WA 98274-9577

360-848-7230 / Fax 360-848-7240  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

February 1, 2010

Jim Slowik  
Oak Harbor Fire Department  
865 SE Barrington Drive  
Oak Harbor, WA 98277

RE: Adopt-A-Highway Agreement AAH-1-2-284

Dear Jim Slowik:

Your existing Adopt-a-Highway Agreement expires as of Sunday, February 28, 2010 and we need to know if you would like to continue participating in the program. Enclosed is a renewed copy of your Adopt-a-Highway Agreement for an additional four years. If you and your group wish to continue, simply sign the form where indicated and return it to this office. If you do not wish to continue, either call me at 360-848-7246, or return the enclosed agreement with a note.

The Washington State Department of Transportation, along with the citizens of this great state appreciate the work that you have been doing. We hope that you will choose to continue helping us keep our state roadsides looking good.

If you have any questions, requests, comments, or items to report please call.

Sincerely,

Clint Terwilliger  
Adopt-a-Highway Coordinator

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Agreement Number: AAH-1-2-284

This Agreement is made and entered into and between the Washington State Department of Transportation (WSDOT), hereinafter called the "Department," and

Oak Harbor Fire Department  
hereinafter called the "Grantee."

Whereas, the Department is granted the authority under Chapter 47.40 RCW to establish a state-wide Adopt-a-Highway Program; and

Whereas, the Grantee wishes to contribute toward the effort to enhance roadside appearance,

Now, therefore, the Department does hereby authorize the Grantee permission to participate in the Adopt-a-Highway Program by picking up litter, and conducting other enhancement work if specified, within the assigned section of highway roadside designated below, only in accordance with the following terms and conditions:

**A. The Grantee does hereby agree:**

1. To conduct activities in a safe manner and comply with any conditions as may be required by the Department for safety of the volunteers and the traveling public. Safety is the number one priority of the program.
2. To assign a leader to each crew and require that crew leader to have a copy of this Agreement with him/her while working on the highway roadside.
3. To pick up litter no less than 4 times per year. Additional clean ups should be done as necessary to maintain a neat appearance. Recommended interval for cleanup is: Every three months. One cleanup shall take place during the month of April, National Litter Control Month.
4. To have all volunteers wear the vest furnished by the Department when out on the highway roadside. No more than 15 people shall participate in the activity at one time.
5. To have no more than 2 vehicles parked on the highway shoulder within the assigned area during work activity.
6. To verify that volunteers are fifteen (15) years of age or older, and the Grantee shall furnish supervision by one or more adults for every eight (8) minors (under eighteen (18) years of age) participating in the highway roadside activity.
7. To verify that each volunteer has received and reviewed safety training materials and training aids provided by the Department before participating in highway roadside activities.
8. To obtain supplies and materials from the Department during regular business hours.
9. To comply with all specifications in the WSDOT Adopt-a-Highway Program Traffic Control Plan, attached as Exhibit B, when conducting work.
10. To place filled bags at the highway shoulder for pickup and disposal by the Department.

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Adopt-a-Highway Agreement for Volunteers

Agreement Number: AAH-1-2-284

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11. To ensure that volunteers who find anything that they suspect to be hazardous to not touch it, but take appropriate precautions and report the location and description of the material/substance to the Department Representative
12. To ensure that volunteers not pick up syringes, hypodermic needles, exceptionally large, heavy or unyielding objects. When these kinds of materials are discovered, the Department Representative should be notified as soon as possible to arrange for proper disposal.
13. To ensure that activities shall not take place during a legal holiday, during the afternoon on the day before a legal holiday, or holiday weekends. See RCW 1.16.050, legal holidays defined.
14. To provide the Department a copy of the Adopt-a-Highway Volunteer Participant Activity Report with names and signatures of individual volunteers in the highway roadside activities within seven (7) calendar days following each and every work activity
15. To ensure that the crew leader report any injuries, incurred by volunteers during highway roadside work, to the Department Representative within two (2) working days of the injury. Notification shall include:
  - Name of injured person
  - Nature of injury
  - Date and time of injury
  - How the injury occurred
16. To return to the Department the portable advanced warning sign and stand, warning light and any other unused equipment and materials furnished by the Department:  
 following each use, or  upon termination of Agreement, (*check one.*)
17. To return vests and other equipment to the Department upon termination of Agreement.
18. To include, if applicable: adoption activities in addition to or other than litter control. See Exhibit A, Special Provisions for Volunteer Adopt-a-Highway Agreement.  
 Exhibit A included,  None included (*check one.*)

**B. The Department does hereby agree to:**

1. Furnish and install an Adopt-a-Highway sign with the Grantee name or acronym displayed at the assigned area, if the work meets the minimum criteria for signing.
2. Furnish the Grantee bags (if necessary), the appropriate advanced warning sign(s) and stand, warning light, and vests for volunteers to use during cleanup activity.
3. Remove the filled bags from highway shoulder
4. Assist the Grantee in cleaning up litter and/or debris if necessary (i.e., when large, heavy, or dangerous items are found).
5. Provide safety materials and training aids to Grantee for use by Grantee in training.
6. Maintain necessary records required under RCW 51.12.035 to secure medical aid benefits under Chapter 51.36 RCW for volunteers.

**C. Other Considerations, Terms, and Conditions:**

1. It is recommended the Grantee have a first aid kit available at the highway roadside site and at least one person with a valid First Aid Card be present during activities.

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Adopt-a-Highway Agreement for Volunteers

Agreement Number: AAH-1-2-284

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2. It is recommended that the Grantee have a cellular phone, radio, or some form of two way communication on site in case of emergency.
3. Recycling is an accepted and encouraged activity. Profits from the sale of recyclable items shall belong to the Grantee.
4. The Department is authorized to temporarily suspend this Agreement without incurring liability for any reason. The Department will notify the Grantee when activities may be resumed.
5. The Department is authorized to terminate this Agreement without notice if it deems necessary for any reason, or if the Grantee fails to comply with any conditions of this Agreement, or for any public purpose, without cost to the Department. This Agreement will automatically terminate upon thirty (30) days written notice of noncompliance, unless the Grantee takes corrective action(s) as approved by the Department.
6. This Agreement is not assignable or transferable, either in whole or in part.
7. The term of this Agreement shall commence on: Sunday, February 28, 2010, and shall end on: Friday, February 28, 2014 unless renewed, or terminated on thirty (30) day notice by the Department or the Grantee. Upon termination of this Agreement the Adopt-a-Highway sign shall be removed and remain the property of the Department.
8. **Indemnification:** The Grantee, on behalf of itself and its agents, and/or Grantee's agents shall protect, defend, indemnify and hold harmless the State of Washington and its officials, employees, and authorized agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), which may accrue to or be suffered by any person, persons, or property, arising out of, or in any way resulting from, the Grantee's and/or its agents' intentional or negligent acts or omissions while using or occupying the state highway right of way as authorized by this Agreement. In case any claim, suit or action is brought against the State of Washington, its officers, employees and/or authorized agents, arising out of or by reason of the Grantee's or its agents' use or occupancy of the state highway right of way as authorized by this Agreement, the Grantee and/or its agents shall, upon notice of such claim, suit or action, defend the same at its or their sole expense and satisfy any judgment and/or award of damages against the State of Washington, its officers, employees and/or authorized agents; Provided, that if the claim, suit, action or award of damages is caused by or result from the concurrent negligent acts or omissions of (a) the Grantee and/or its agents and (b) the State of Washington and/or its officials, employees and/or authorized agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the Grantee's and/or its agents' intentional or negligent acts or omissions.
9. **Waiver:** The Grantee, on behalf of itself and agents, agrees to and hereby does waive any and all claims for (a) personal injury to itself and/or agents, and (b) damages or losses to property, including expenses or lost revenues incurred by it or its agents, in connection with Grantee's and/or its agents' use or occupancy of the state right of way as authorized by this Agreement as against the State of Washington, its officials, employees and/or authorized agents.
10. This indemnification and waiver shall survive the termination of this Agreement.

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Adopt-a-Highway Agreement for Volunteers

Agreement Number: AAH-1-2-284

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

**Grantee:**

\_\_\_\_\_, Mayor \_\_\_\_\_  
Representative Title Date

Jim Slowik

Print Name

**WSDOT:**

\_\_\_\_\_, Adopt-a-Highway Coordinator \_\_\_\_\_  
Representative Title Date

Clint Terwilliger

Print Name

**ASSIGNED HIGHWAY SECTION(S):**

SR 020 MP 30.9 to MP 33.6

From Swantown Road to North of Oak Harbor

Left side of Highway  Right side of Highway  Median  Interchange

County of Assigned Section(s): Island

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**Washington State  
Department of Transportation**

4100 Cedardale Road

Address

Mount Vernon, WA 98274-9599

City, State, Zip Code

360-848-7246

Phone Number

February 28, 2010

Date of Execution

February 28, 2014

Date of Termination or Renewal

Clint Terwilliger

Name of Department Representative

Adopt-a-Highway Coordinator

Title

terwilc@wsdot.wa.gov

Email Address

Oak Harbor Fire Department

Name of Grantee/Organization (print or type)

855 E Whidbey Ave

Address

Oak Harbor, WA 98277

City, State, Zip Code

Jim Slowik

Name of Grantee/Organization Contact (print or type)

Mayor

Title

865 SE Barrington Drive

Home Address

Oak Harbor, WA 98277

City, State, Zip Code

360-279-4544

Day Telephone

Evening Telephone

rvelasquez@oakharbor.org

Email Address

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

Bill No. \_\_\_\_\_  
Date: April 20, 2010  
Subject: Shoreline Management Plan –  
State grant and consultant  
selection process

**FROM:** Steve Powers *SP*  
Development Services Director

**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**

This agenda bill requests City Council approval to pursue a grant for \$125,000 with the Washington State Department of Ecology (DOE) for the purposes of updating the City's Shoreline Master Program (SMP). The agenda bill also requests approval to begin the architectural/engineering services selection process so that a qualified consultant can be selected to perform the SMP updates.

**AUTHORITY**

OHMC 2.310.040 authorizes the Mayor or his designee to apply for grants in any amount. However, long-standing City Council policy requires staff to seek approval to pursue grants. In addition OHMC 2.310.040 requires City Council approval to enter into grant agreements exceeding \$30,000. Since the subject grant is for \$125,000, staff is requesting Council approval to pursue the Shoreline Master Program grant.

OHMC 2.350.030 authorizes the City to procure "architectural and engineering services" by "publishing the requirement for professional services in advance" and contracting "with the most qualified firm." While OHMC 2.350.030 only applies to architects, engineers, and surveyors, Planning Division staff follow this same process to make selections for other types of consultants.

**BACKGROUND**

The City has an adopted SMP which was last amended in 1999. The SMP is a State mandated element of the City's Comprehensive Plan and is required as part of the Growth Management Act (GMA). SMPs are unique in terms of city policy, because they are both an element of the comprehensive plan and also contain implementing regulations. Thus, SMPs are both a policy and a regulatory document.

In 2003, the State of Washington adopted new guidelines and regulations pertaining to what

SMPs must include. RCW 90.58.080 requires the City of Oak Harbor to update its SMP by December 1, 2012 in compliance with the 2003 State guidelines. In addition, state law (RCW 90.58.280) requires the Department of Ecology to provide funding to local governments "that is reasonable and adequate to accomplish the costs of developing and amending Shoreline Master Programs."

### **DISCUSSION**

The subject SMP grant is different than most other grants. To receive the funds from the state, the City is not required to demonstrate a "need" for the money. The City's need for the money is already assumed because we have "Shorelines of the State" within our jurisdiction (see Attachment 1). Furthermore, the grant does not contain any stipulations in terms of matching requirements. The most notable requirements of the grant are that:

- The City provide regular progress reports on our efforts to update the SMP;
- The City provide draft products to the DOE for review;
- Grant funds allocated to the City within a fiscal year must be spent in that year and can not be transferred to the next fiscal year (the State's fiscal year ends on June 30) and;
- All work must be completed by December 1, 2012.

In theory, the City can choose not to apply for the grant money from the State, but the City would still be required to update its SMP by December 1, 2012. That would mean that the City would incur the entire cost of the update, rather than having State funds available for this purpose.

The grant funds from the State are primarily being provided to offset the costs of consultant services. The nature of the update work on the SMP is such that staff does not have the expertise to complete this work. The SMP update mandates the following steps/work products in the Scope of Work (Attachment 2) all of which require a specialized knowledge of shoreline hydrology, biology and function:

- An inventory and characterization report of the shoreline;
- A cumulative impacts analysis; and
- A restoration plan for degraded areas of the shoreline.

For the above stated reasons, staff recommends that the grant funds be used to pay for consultant services. Staff's responsibility will be to manage the project, including deadlines, budget, quality control of work products and correspondence with the DOE and stakeholders. Some of the project tasks, such as public involvement, policy development, and coordination with Planning Commission and Council will be shared by staff and the consultant.

### **STANDING COMMITTEE REPORT**

The Governmental Services Committee reviewed this agenda item on April 13, 2010. Staff will answer any questions regarding the Committee's discussion at the City Council meeting.

**RECOMMENDED ACTION**

1. Authorize staff to submit the Department of Ecology grant.
2. Authorize the Mayor or his designee to enter into a grant agreement with the Department of Ecology.
3. Authorize staff to proceed with the consultant selection process.

**ATTACHMENTS**

1. Department of Ecology grant offer letter.
2. Department of Ecology Scope of Work (draft)

**MAYOR'S COMMENTS**

RECEIVED

MAY 14 2009

CITY OF OAK HARBOR  
Development Services Department



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

May 11, 2009

Steve Powers  
Development Services Director  
City of Oak Harbor  
Planning & Community Development  
865 SE Barrington Drive  
Oak Harbor, WA 98277

Dear Mr. Powers:

As you likely know, the City of Oak Harbor is required to adopt an updated Shoreline Master Program (SMP) by December of 2012. The Department of Ecology (Ecology) provides grants to cities and counties that fund the development of these updates. The good news is that the recently-adopted 2009-2011 state budget includes enough funds to award grants to all jurisdictions required to adopt SMPs in 2011 as well as those jurisdictions in Puget Sound counties required to adopt SMPs in 2012.

In general, SMP updates have been taking three years to complete. Our first priority is to develop grant agreements with the 2011 adopters. After that, we will be working on agreements with you and the other 2012 adopters. At the very least, we want to have a grant agreement in place by July 1, 2010. However, we can start your grant sooner if you would prefer. Please contact your Ecology shoreline planner if this is the case.

The Shoreline Management Act requires the state to provide "reasonable and adequate" funding for jurisdictions to complete their updates. In order to determine grant award amounts for the 2009-2011 biennium, we considered the levels of funding we've provided for SMP updates to date. We also looked at the miles of shoreline, number of shoreline types, population, area, and growth rate. Finally, we asked for input from our regional shoreline planners on any factors that might affect the project cost (e.g. the jurisdiction has already begun their SMP update; the majority of the city's shoreline is part of a city/county park; etc). Based on all of this information, we are offering the City of Oak Harbor a grant of \$125,000 to complete your SMP update.

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City of Oak Harbor

May 11, 2009

Page 2 of 2

David Pater from our Northwest Regional Office will be working with you on this project and will be contacting you in the future to discuss your update. If you plan on starting in July of 2010, we will start working with you in early 2010 to get a grant agreement in place. If you would like to start your project sooner, we ask that you please start by developing a scope of work for your SMP grant and by taking any other steps you need to take to begin preparing for your update (e.g. beginning the process of hiring a consultant if needed).

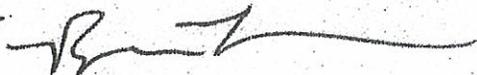
Our standard scope of work for SMP updates can be found on our web site at <http://www.ecy.wa.gov/programs/sea/grants/smp>. Please use this scope of work as the basis for your planning; it includes all of the key elements we believe are needed to complete a comprehensive update of your SMP. You may need to customize the scope of work to conform to your jurisdiction's work plan. However, in order to minimize delays in getting your project started, we encourage you to stick with the basic language as much as possible.

Please visit our Shoreline Management web site at <http://www.ecy.wa.gov/programs/sea/SMA/> for more information about the grants program. The site provides information on the shoreline guidelines, guidance on master program development, and links to shoreline data sources.

For more information, please contact David Pater at (425) 649-4253 or [dapa461@ecy.wa.gov](mailto:dapa461@ecy.wa.gov).

Thank you.

Sincerely,



Brian Lynn  
Coastal/Shorelands Section Manager  
Shorelands and Environmental Assistance Program

cc: Geoff Tallent, SEA Program  
David Pater, SEA Program

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**2009-2011****Shoreline Master Program Update Grants****Standard Scope of Work**

**Project Description:** The Recipient will complete an update of the Shoreline Master Program (SMP) that is developed and adopted in a manner consistent with the procedural and substantive requirements of the Shoreline Management Act (SMA) and its implementing rules, including the Shoreline Master Program Guidelines (Guidelines). The SMP update process includes completion of inventory and analysis reports with corresponding maps and illustrations that characterize shoreline ecological conditions; development of shoreline policies, environment designations, and use regulations; as well as analysis of cumulative impacts and uses, preparation of a shoreline restoration plan and a formal local adoption process. The Recipient will incorporate public participation in all phases of the SMP update. The Recipient may use consultant support as appropriate.

**NOTE:** *This Standard Scope of Work is presented in three one-year increments that correspond to the steps needed to prepare a locally adopted comprehensive SMP update. The planning tasks in this scope of work correspond to the phases in Figure 1: Shoreline Master Program Planning Process.*

- **Year 1** includes the tasks addressed in SMP update Phases 1 & 2.
- **Year 2** addresses the tasks in Phase 3.
- **Year 3** completes the tasks contained in Phases 4 and 5.

*Some of the tasks included in this scope of work will overlap in time and may be completed simultaneously with other tasks. Some tasks are iterative (e.g., analyzing cumulative impacts, developing regulations) and may involve various steps conducted at different times in the process before they are completed.*

**Work Program: The Recipient shall perform the following tasks:**

**Task A: Coordination**

Coordinate throughout the SMP update process with Ecology and other applicable state agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, consult with all other appropriate entities which may have useful scientific, technical, or cultural information, including federal agencies, watershed management planning units, salmon recovery lead entities, universities and other institutions, local individual outdoor recreationists and conservationists, and organizations with special expertise representing these interests.

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Coordinate with adjacent jurisdictions that share areas within shoreline jurisdiction (for example, jurisdictions on the same lake or stream) for the purpose of efficiently using grant funds; sharing information and methods of analysis; drafting compatible SMP policies, regulations, environment designations; and coordinating public involvement.

Attend Ecology-sponsored coordination meetings, which occur on a regular basis, for the duration of the project. Provide Ecology opportunities for review of draft deliverables at appropriate intervals. When requested, the recipient shall include a written response to Ecology's comments on draft deliverables.

Ecology will provide ongoing technical assistance on data sources and approaches, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the update process.

*Deliverables:*

1. Documentation of contacts in quarterly progress reports (three hard copies and one digital copy).

*Due Dates:* January 20, April 20, July 20 and October 20, each year for three years.

2. Written responses to Ecology's comments on draft deliverables, when requested. (May be provided in email format.)

*Due Dates:* Following receipt of Ecology's comments.

## **YEAR 1**

### **Project Initiation**

#### **Task B: Secure qualified consultant services (if applicable)**

Prepare a detailed scope of work for consultant services consistent with the grant scope of work, publish a Request for Proposals, form a review committee to evaluate respondents, and enter into a contract with the selected consultant.

*Deliverable:*

1. Final executed consulting contract (digital or hard copy).

*Due Date:*

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**The Recipient shall prepare a complete, locally approved Draft SMP by completing Phases 1 through 5 described below and in *Figure 1: Shoreline Master Program Planning Process.***

**PHASE 1: PRELIMINARY ASSESSMENT OF SHORELINE JURISDICTION and PUBLIC PARTICIPATION PLAN**

**Task 1.1: Identify preliminary shoreline jurisdiction**

Identify the preliminary geographic scope for the comprehensive SMP update project. Use available information to map required and optional Shorelines of the State as defined by statute and rule in order to identify the initial area under SMA shoreline jurisdiction. The shoreline jurisdiction area will be refined during later tasks. The preliminary jurisdiction mapping will include:

- Statutory minimum areas consisting of the following Shorelines, Shorelines of Statewide Significance and Shorelands (per RCW 90.58.030(2)). This includes national forests and other federal or tribal areas that are not under sole jurisdiction of the federal government or tribes.
  - Marine shorelines.
  - Rivers and streams with mean annual flow over 20 cubic feet per second.
  - Lakes and reservoirs exceeding 20 acres.
  - Associated wetlands of these areas.
  - Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas landward 200 feet from the ordinary high water mark.

Optional areas to be considered for inclusion in the SMP:

- Floodplains: All or part of the floodplain landward of the 200-foot mark from the floodway (per RCW 90.58.030(2)(f)(i)).
- Buffers: Buffers necessary for the protection of Critical Areas as defined in Growth Management Act regulations (per RCW 90.58.030(2)(f)(ii)).
- Future annexation areas: For cities, SMPs may include Shoreline Environment predesignation within designated unincorporated Urban Growth Areas.

Contact the Ecology project officer for the most recent maps of stream segments meeting the 20 cfs threshold and other available information. If federal or tribal areas are proposed for exclusion, provide documentation that the area is under sole jurisdiction which precludes application of local and state authorities.

*Deliverables:*

1. Preliminary jurisdiction map (digital) of Shorelines of the State subject to local SMP.

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*Due Date:***Task 1.2: Prepare plan for public participation**

Throughout Phases 1 through 5 of the SMP update planning process, inform and involve the public in updating the SMP consistent with the Shoreline Management Act (see RCW 90.58.130) and WAC 173-26. Prepare a public participation plan that identifies specific objectives, outreach strategies, key parties (Planning Commission and elected officials, shoreline property owners, state agencies, Tribes, local residents, neighboring jurisdictions, etc.), and establishes timelines for public participation activities. Engage all parties early and continuously in the update process, particularly those relevant individual recreationists and conservationists or organizations that may not typically seek involvement in new shoreline regulations. Documenting all public outreach and public events related to SMP development is required.

Ecology recommends that the public participation process be coordinated by a designated facilitator (with responsibilities distinct from the local planner managing the update effort).

*Deliverables:*

1. Public participation plan (digital copy).
2. Public participation updates in quarterly progress reports.

*Due Dates:***Task 1.3: Demonstrate how Phase 1 complies with the Guidelines**

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 1.

*Deliverables:*

1. An SMP Submittal Checklist completed as relevant to task.

**PHASE 2: SHORELINE INVENTORY, ANALYSIS & CHARACTERIZATION****Task 2.1: Complete shoreline inventory**

Compile all pertinent and reasonably available data, plans, studies, inventories, maps and other applicable information. Collect the following information to the extent that such information is relevant and reasonably obtainable:

- Shorelines of the State (all marine shorelines, streams >20 cfs mean annual flow, lakes >20 acres, and shorelands) as defined in RCW 90.58.030, located in the Recipient's jurisdiction.
- General location of channel migration zones, floodplains, and the floodway.

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- Critical areas, including wetlands, aquifer recharge areas, fish and wildlife conservation areas, geologically hazardous areas, and frequently flooded areas, as defined in RCW 36.70A, the Growth Management Act.
- Shoreline and adjacent land use patterns/density and transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation and shoreline modifications within shoreline jurisdiction. Platted lots including undeveloped lots (except those not developable under local subdivision ordinance).
- Degraded areas and sites with potential for ecological restoration.
- Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, and eroding shorelines.
- Existing and potential shoreline public access sites, including public rights-of-way and utility corridors. The inventory will include descriptions of recorded public access easements, their prescribed use, maintenance and terms.
- Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development.
- Archaeological and historic resources in shoreline jurisdiction.
- Policies and regulations in shoreland and adjacent areas that affect shorelines, such as surface water management and land use plans and regulations (Critical Areas Ordinance, flood ordinance, etc.).

*Deliverables:*

1. Draft list of inventory data sources (digital copy) for review and comment.
2. Digital working maps of inventory information displayed at appropriate scales.
3. An SMP Submittal Checklist completed as relevant to task.

*Due Dates:*

*(Note: Please provide Ecology with sufficient time, approximately 30 days, to review and comment on the draft inventory data sources list and working maps.)*

**Task 2.2: Conduct shoreline analysis**

Conducting the shoreline analysis will result in a shoreline characterization report. The report will define the ecological functions of the shorelines in your jurisdiction, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions. (Please see description of this report in Task 2.3.)

Conduct an analysis of the inventory information and data collected in Task 2.1 as it relates to development of an effective SMP. Develop a characterization of the ecosystem processes and shoreline functions. Identify opportunities for shoreline protection and restoration. Identify current and potential public access sites. Conduct a shoreline use analysis. Identify measures and actions to protect and restore shoreline functions and ecosystem wide processes (e.g. appropriate land use activities or

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environment designations, regulations, development standards, etc.) These tasks should be conducted as they are relevant to shorelines in your jurisdiction.

(Note: For most Puget Sound jurisdictions, the Department of Ecology will prepare a broad-scale characterization of ecosystem-wide processes. This information will be provided to jurisdictions in Spring 2010.)

### **2.2.1 Characterize ecosystem-wide processes**

This characterization will include a coarse-scale analysis of the broader area that influences the shoreline jurisdiction. It will include a narrative with reference to maps that describes and illustrates the processes in the larger drainage area that are linked to the shoreline through hydrologic flows. These processes include the uptake, transport and deposition of sediment, nutrients, woody debris, and pollutants. Specifically, this characterization will:

- Present the geographic context for shoreline jurisdiction areas –with geology, soils, topography, vegetation, and drainage patterns of the watersheds. Describe how these large scale upland areas relate to and affect the shoreline. Review existing regional watershed or natural resource related plans for inclusion of relevant information.
- Identify areas throughout the watersheds, or, within and beyond shoreline jurisdiction, that are important to maintaining shoreline ecological functions (e.g. wetlands, forest cover, floodplains, higher permeability deposits, discharge, organic/clay soils, etc.)
- Identify areas that are key impairments (e.g. forest clearing, impervious cover, channelized streams, altered wetlands, roads and ditches, dams/diversions, groundwater withdrawals, and listed impairments such as those published in the 303(d) list.
- Identify opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline processes and function.

### **2.2.2 Characterize shoreline functions**

This will be a more detailed analysis of the shoreline jurisdiction that includes a narrative with reference to maps and GIS data. Delineate shoreline reaches based on land use and ecological processes (such as man-made physical features, stream confluences, or littoral drift cell boundaries). Describe functions that are associated with each shoreline reach. Specifically, this characterization will:

- Detail the physical, biological, and land-use components within the shoreline jurisdiction.
- Evaluate and assess shoreline ecological function using current scientific understanding of the relationship between the conditions of ecosystem-wide processes and functions within shoreline jurisdiction.

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Identify functions that are healthy, functions that are adversely impacted and functions that may have existed and are now missing.

- **2.2.3 Conduct Shoreline Use Analysis; analyze opportunities for public access**

- Conduct shoreline use analysis:
  - Identify current patterns of land uses in shoreline areas.
  - Identify likely or projected uses in shoreline areas.
  - As applicable, analyze potential use conflicts and identify possible adverse impacts those could have on current ecological functions.
  - Estimate future demand for shoreline space consistent with WAC 173-26-201(3)(d)(ii) requirements.
  - Identify opportunities and demand for SMA preferred uses and potential use conflicts based on current use patterns and projected trends.
- Identify current public access sites and opportunities for future access sites.

**Task 2.3 Prepare shoreline inventory and characterization report**

Prepare a shoreline inventory and characterization report with accompanying maps that provides an analysis of the inventory data, ecosystem characterization and shoreline functions, shoreline use and public access findings as it relates to development of an effective SMP. The report will present findings and recommendations in a way that is useful for making SMP planning decisions. This report will provide a foundation for establishing environment designations, policies and implementing regulations. The report should identify data gaps, focusing on information that would be useful to support shoreline program development and implementation. The report should:

- Present the geographic and jurisdictional context for the SMP update.
- Characterize ecosystem processes and functions.
- Present reach level analysis information. Detailed information on shoreline reaches will identify opportunities and constraints in:
  - Protecting intact and restoring degraded ecological processes and functions.
  - Addressing the requirements for shorelines of statewide significance per WAC 173-26-251.
  - Providing public access.
  - Accommodating appropriate water-oriented uses.
- Identify potential use conflicts to inform environment designation and allowed use decisions.
- Develop shoreline management measures for protection and restoration of ecological functions, SMP policies, regulations, and environment designations based on the findings of the inventory and characterization. (For example, recommendations may include appropriate land use activities or environment designations, regulations, development standards, restoration and protection actions and strategies.)

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- Organize relevant data for efficient review and use in the cumulative impact analysis. (A table is recommended.)

The report will also include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will inform the report and illustrate findings that correspond with the narrative. For example, the user will be introduced to the area with coarser resolution vicinity maps indicating the county/city location in the state and delineating county/city and watershed boundaries. Maps at the shoreline reach scale will clearly differentiate the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages. Maps at this scale will present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function. The reach scale maps also will indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing land uses, designated critical areas, and shoreline modifications. Potential areas for shoreline uses, public access, restoration and/or protection will be indicated. The portfolio will include a comprehensive list and map of public access to shorelines.

*Deliverables (digital copy with accompanying maps):*

1. Shoreline characterization and analysis report with map portfolio that addresses the above task requirements in 2.1, 2.2 and 2.3, above.

*Due Date:*

*(Note: Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the draft characterization and analysis report.)*

#### **Task 2.4: Demonstrate how Phase 2 complies with the Guidelines**

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 2.

*Deliverables:*

1. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

*Due Date:*

## **YEAR 2**

### **PHASE 3: COMPLETE DRAFT SMP and CUMULATIVE IMPACTS ANALYSIS**

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**Task 3.1 Conduct community visioning process**

Conduct a community visioning process that includes as many citizens as possible to determine goals for future use of the shoreline. This process should be conducted with respect to the findings of the shoreline inventory and characterization report. The visioning process will identify shoreline problems and opportunities. It will result in a strategy for shoreline uses, public access, resource protection, and restoration that is consistent with SMA policy and SMP Guidelines objectives.

*Deliverable: (digital copy)*

1. Strategy for shoreline uses, public access, resource protection and restoration (Task 3.1).

*Due date:*

**Task 3.2: Develop general SMP goals, policies and regulations**

Prepare general shoreline goals and policies that are applicable throughout the area within shoreline jurisdiction. Optional SMP components may include general SMP regulations that apply in all environment designations.

**Task 3.3: Develop environment designations**

Develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization. Shoreline environment designations may be comprised of those recommended in the guidelines; the existing local SMP; unique, locally developed environments; or any combination of these, so long as they are consistent with WAC 173-26-211 environment designation criteria.

Prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations. Boundaries of shoreline environment designations shall be clearly mapped. Optional shoreline jurisdiction areas, including entire floodplains and buffers for critical areas, should be mapped and designated if they are included within shoreline jurisdiction. A map clearly illustrating existing designations compared to proposed designations should be prepared. A narrative rationale describing reasons for maintaining or changing the designations shall be included.

**Task 3.4: Develop environment-specific shoreline use & modification policies, regulations and standards**

Prepare draft policies and regulations for environment designations, all uses discussed in the SMP Guidelines, and shoreline modifications. The draft policies and regulations for shoreline environment designations shall, at a minimum, identify:

- Shoreline use and modification activity goals and policies.
- Shoreline uses and modifications that are prohibited and allowed by Substantial Development Permit or Conditional Use Permit.

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- Bulk dimensional standards (buffers, setback, density, etc).
- Shoreline modification activity standards.
- Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guidelines requirements.

Optional SMP components may include:

- Shoreline use and dimensional standards listed in matrices, by environment designation. (*Strongly encouraged.*)

### **Task 3.5 Develop SMP administrative provisions**

Prepare draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement. Statements about the role of Ecology in permit decisions should be included.

A definitions section should be prepared. Definitions should be particular to SMP administration, consistent with the SMP's implementing rules. Definitions should be clearly and concisely written.

Optional SMP components may include additional administrative provisions, if not inconsistent with SMA procedural rules and the guidelines. An SMP "user's guide" may be prepared.

*Deliverables (three hard copies and one digital copy, with accompanying maps):*

1. Complete Draft SMP, including:
  - Draft general goals and policies and optional general regulations. (Task 3.2)
  - Draft environment designations and draft environment maps. (Task 3.3)
  - Draft environment-specific shoreline use and modification policies, regulations, and standards. (Task 3.4)
  - Draft administrative provisions. (Task 3.5)
  - Maps showing environment designations within shoreline jurisdiction
2. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

*Due Dates:*

*(Note: Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the draft documents.)*

### **Task 3.6 Prepare preliminary cumulative impacts analysis**

Evaluate and analyze draft SMP policies, regulations and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and

development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. Scenario-based impacts analysis is encouraged. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP. (Note: The preliminary cumulative impacts analysis should be submitted at the same time as the Draft SMP.)

*Deliverable (three hard copies and one digital copy, with accompanying maps):*

1. A cumulative impacts analysis of the SMP demonstrating how no net loss of ecological functions will be achieved over time at in the jurisdiction.

*Due Date:*

*(Note: Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the draft cumulative impacts analysis.)*

### **Task 3.7: Demonstrate how Phase 3 complies with the Guidelines**

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 3.

*Deliverables:*

1. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

*Due Date:*

## **YEAR 3**

### **PHASE 4: RESTORATION PLANNING, REVISITING PHASE 3 PRODUCTS AS NECESSARY**

#### **Task 4.1 Prepare restoration plan**

Based on the Inventory and Characterization report, develop a plan for restoration of impaired ecological functions in specific shoreline reaches. Restoration plans should include:

- Identification of degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
- Goals and priorities for restoration of degraded areas and impaired ecological functions.
- Existing and ongoing restoration projects and programs.
- Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.

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- Times and benchmarks for achieving restoration goals.
- Mechanisms to ensure that restoration projects and programs will be implemented.

Consult with organizations conducting restoration work for assistance in developing restoration strategies. The restoration plan should identify overlaps in how and where restoration work is being conducted. An implementation strategy should include recommendations for coordination between groups doing restoration work. A list of specific prioritized restoration projects may be included as an appendix to the SMP.

*Deliverables (three hard copies and one digital copy, with accompanying maps):*

1. A complete restoration plan.

*Due Date:*

*(Note: Please provide Ecology with sufficient time, approximately 30 to 45 days, to review and comment on the draft restoration plan.)*

**Task 4.2: Revisit draft SMP and cumulative impacts analysis; finalize SMP jurisdiction maps**

Based on findings in the cumulative impacts analysis, re-evaluate and revise the draft SMP environment designations, policies, and regulations developed in Phase 3 as necessary to assure that they are adequate to achieve no net loss of ecological functions. Revise the cumulative impacts analysis as needed to reflect changes in the draft SMP.

Prepare final jurisdiction maps (digital) of Shorelines of the State identified in Task 1.1 that will be subject to the local SMP.

*Deliverables (three hard copies and one digital copy, with accompanying maps):*

1. Revised designations, policies, and regulations that address the findings of the cumulative impacts analysis.
2. Revised cumulative impacts analysis.
3. Final SMP jurisdiction maps and boundary descriptions

*(Note: Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the revised draft SMP and other documents.)*

**Task 4.3: Prepare a report that demonstrates how no net loss will be achieved**  
Prepare a report that demonstrates how the recommended shoreline management measures in Task 2.3, together with the findings of the cumulative impacts analysis and the restoration plan, are reflected in the proposed SMP and achieve no net loss.

*Deliverables (one digital copy)*

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1. A report that demonstrates how no net loss will be achieved through SMP implementation.

*Due Date:*

**Task 4.4: Demonstrate how Phase 4 complies with the Guidelines**

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 4.

*Deliverables:*

1. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

*Due Date:*

**HASE 5: LOCAL SMP ADOPTION PROCESS**

Conduct a local review and adoption process for the proposed SMP as provided in the SMA, WAC 173-26, and the State Environmental Policy Act. The SMP shall contain shoreline policies, regulations, environment designations, definitions, required administrative provisions, and a clear description of final SMP jurisdiction boundaries together with copies of any provisions adopted by reference.

**Task 5.1: Assemble complete draft SMP**

Assemble a complete draft SMP and submit it to Ecology for informal review together with supporting documentation.

**Task 5.2: Complete SEPA review and documentation**

Conduct and document SEPA review pursuant to chapter RWC 43.21C, the State Environmental Policy Act

**Task 5.3: Provide GMA 60-day notice of intent to adopt**

Upon conclusion of Tasks 5.1, and 5.2, local governments planning under the Growth Management Act must notify Ecology and the Department of Community, Trade and Economic Development of its intent to adopt the SMP as least sixty days in advance of final local approval, pursuant to RCW 36.70A.106 and WAC 173-26-100 (5).

**Task 5.4: Hold public hearing**

Hold at least one public hearing prior to local adoption of the draft SMP, consistent with the requirements of WAC 173-26-100. The names and mailing addresses of all interested parties providing comment shall be compiled.

**Task 5.5: Prepare a responsiveness summary**

Prior to adoption of the draft SMP by the local elected body, prepare a summary responding to all comments received during the public hearing and the public comment period, discussing how the draft SMP addresses the issues identified in each comment.

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**Task 5.6: Adopt SMP and submit to Ecology**

Complete the adoption process for the SMP update and submit the locally-adopted Draft SMP to Ecology.

**Task 5.7: Demonstrate how Phase 5 complies with the Guidelines**

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 5.

*Deliverables (two hard copies and one digital copy in Microsoft Word format, with accompanying maps):*

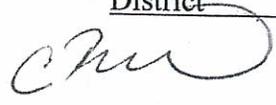
1. A complete, locally adopted SMP including maps, with relevant supporting documentation. (Tasks 5.1 and 5.7)
2. SEPA products (checklist, MDNS or EIS; SEPA notice. (Task 5.3)
3. Evidence of compliance with GMA notice requirements. (Task 5.4)
4. Public hearing record. (Task 5.5)
5. Response to comments received. (Task 5.6)
6. A complete SMP Submittal Checklist.

*Due Dates:*

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

Bill No. \_\_\_\_\_  
Date: April 20, 2010  
Subject: Interlocal Agreements with North  
Whidbey Park and Recreation  
District

**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**

It is a goal of the City of Oak Harbor Parks Division to promote recreational activities for all residents. The City has provided, through Interlocal Agreements with the North Whidbey Park and Recreation District (District), lifeguarding services at the lagoon, wading pool maintenance and boat rental services at Windjammer Park during the summer months for the citizens of Oak Harbor.

**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. The City is authorized to provide recreational services through RCW 35A.11.020. The North Whidbey Parks and Recreation District is authorized to provide recreation through Chapter 36.69 RCW.

**SUMMARY STATEMENT**

The District will be responsible for all aspects of the lifeguarding program, including providing a Safety Monitor for the lagoon area, scheduling, hiring, training and some general maintenance (housekeeping) responsibilities within a designated area. Also, the District will ensure that all lifeguards are certified, and will provide liability insurance for the lifeguarding program. The District will also be responsible for wading pool maintenance, including daily cleaning, water testing, purification and the daily opening and closing of the pool(s). The District will carry liability insurance on the staff members assigned to maintain and operate the wading pool(s). The 2009-2010 Parks Budget provides funding in the amount of \$29,072 for these services.

Also, under a separate agreement, the District will once again be providing paddle boat and canoe rentals at the windmill, and will pay the City \$100 per month for use of the windmill for this purpose. This fee will cover the cost to the City for utilities and overhead and includes any leasehold excise tax that will be due.

In addition, in 2010, the Parks Division would like to implement a third Interlocal Agreement with North Whidbey Park and Recreation District for Recreational Services, which includes such programs as a Running Club, Sailing Program, Kids Love Soccer Program, as well as supporting the Teen Activity Council and other mutually agreed upon programs at City owned parks and facilities. This Agreement would support a continuing goal of the City, as stated in the Six Year Parks, Recreation and Open Space Plan, to work with North Whidbey Park and Recreation District to establish recreational programs in the community. There would be no cost to the City for the District to provide these services and there would be no cost to the District to use City facilities.

As the City of Oak Harbor has the facilities available for the recreational programs and the District has the necessary staffing to operate the programs, the City would allow the use of mutually agreed upon locations within the City's parks and facilities for these purposes. Field scheduling will be such as to not interfere with organized sports leagues that have field use agreements with the City.

### **STANDING COMMITTEE REPORT**

The agenda bill and contracts were presented and discussed at the Public Works and Utilities Standing Committee meeting on April 1, and at the Park Board meeting on April 12, 2010.

### **RECOMMENDED ACTION**

It is recommended that the City Council approve the Interlocal Agreements with the North Whidbey Park and Recreation District for Water Recreational Protection Services, Boat Rental Services and Recreational Services and authorize the Mayor to sign the agreements.

### **ATTACHMENTS**

- ◆ Water Recreational Protection Services Agreement (Lifeguarding)
- ◆ Boat Rental Services Agreement
- ◆ Recreational Services Agreement (Running Club, Sailing Program, Flag Football, Kids Love Soccer Program, Teen Activity Council, etc.)

### **MAYOR'S COMMENTS**

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City of Oak Harbor

**AGREEMENT WITH NORTH WHIDBEY PARK & RECREATION DISTRICT  
FOR WATER RECREATIONAL PROTECTION SERVICES AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Oak Harbor ("City") and North Whidbey Park and Recreation District ("District"). Generally, District agrees to furnish and the City agrees to pay for and accept lifeguarding, safety monitoring and water recreation services as described in Section 1 at its lagoon and wading pool facilities located in Windjammer Park, all subject to the terms and provisions of this agreement.

**Section 1. Purposes.** The City allows public use of the Windjammer Park lagoon as a swimming area and the use of the wading pool for children. For these purposes, the City requires lifeguard services at the lagoon and general maintenance, oversight and operation of the wading pool. To accomplish these aims, it makes sense to enter into a cooperative arrangement with a service provider who has the skill to run this program and provide the necessary personnel. The District maintains a swimming pool and runs the program all year round. The District has specific experience in recruiting and providing guards; providing and maintaining lifeguarding services, and running water recreation programs. The District is willing to provide these services to the City at the Windjammer Park lagoon and wading pool, in exchange for which the City will provide compensation to the District.

**Section 2. Services Provided.** The District shall provide lifeguard services and a safety monitoring program for the City of Oak Harbor Parks and Recreation program at Windjammer Park for the term of this Agreement. These services shall include scheduling, hiring and training and oversight of qualified staff to perform lifeguard services in accordance with standards for lifeguard services at public parks and facilities in the state of Washington. The District shall also be responsible for scheduling, hiring and training and oversight of qualified staff to be responsible for safety monitoring for users of the lagoon and wading pool, in accordance with standards for safety monitoring services at public parks and facilities in the State of Washington. The District will provide lifeguarding and safety monitoring services at Windjammer Park during the hours that Windjammer Park is open for the term of this Agreement, to wit: Sunday through Thursday, 12:00 p.m. - 5:00 p.m., and Friday through Saturday, 11:00 a.m. - 6:00 p.m. The District will not provide services on July 4, 2010.

In addition to its primary responsibility for lifeguard services and safety monitoring, the District shall also perform general maintenance (housekeeping) responsibilities within a designated area set out in Exhibit A. These tasks include keeping the windmill office clean; sweeping the pathways around the swimming area of the lagoon and the swimming dock; picking up litter; and discarded clothing, towels, toys and floatation devices. The lifeguarding staff and safety monitor will also be responsible for removing driftwood from the lagoon. The area to be maintained will be designated in the contract (a map will be provided).

The District will assure that all lifeguards are qualified and certified to perform lifeguard services (holding a current Red Cross certificate or equivalent) and will provide liability insurance for the lifeguarding services.

The District 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 District, their agents, representatives, employees or subcontractors.

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

Minimum Scope of Insurance. The District 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 Districts, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the District's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage through insurance pool.
- c. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance. The District shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$9,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

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

- a. The District's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the District's insurance and shall not contribute with it.
- b. The District's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

The program shall run from **June 19, 2010 to September 6, 2010**, Sunday through Thursday from 12:00 to 5:00 p.m. and on Friday and Saturday from 11:00 to 6:00 p.m. Closed on July 4.

The District shall at all times during this agreement cooperate with the City by assuring that the lifeguards provided are trained and certified to carry out the duties of lifeguard in an outdoor setting.

The District shall provide adequate staffing to cover the facilities described. Lifeguards will be provided with a cellular telephone to call for emergency backup from the police, fire department, parks division or ambulance.

The District shall provide a bi-weekly invoice to the City showing days and hours of services provided, including for which pay is requested and showing days when the water was too cold or raining to provide lifeguarding services.

**Section 3. Duty of City to Pay for Services Provided.** The City of Oak Harbor agrees to pay North Whidbey Park and Recreation District a maximum of **Twenty Nine Thousand and Seventy Two Dollars (\$29,072)** for providing the services described in this Agreement.

Payment for services at the wading pool and lagoon shall be made per day that those services are provided. It is anticipated that the wading pool and lagoon will be open for **79** days during the summer months. The rate of compensation shall be Three Hundred Sixty Eight Dollars (\$368) per day.

Rainout days, determined by the District, are those days when the weather is reasonably determined to be too cold and/or rainy to open the pool and lagoon. The District would credit Two Hundred Dollars (\$200) per rainout day to the City, leaving the remainder to cover the cost of incidentals, ongoing costs, and the administrative costs of coordinating the shutdown.

The District will be allowed the use of office space in the Windjammer Windmill to use for their operation headquarters. The concession stand contractor will also utilize an area of the windmill.

City shall pay the District on a monthly basis, upon billing.

City and State Auditor shall have a right to audit the accounts and records of the District kept for these services at its offices 85 SE Jerome Street, Oak Harbor, Washington 98277.

**Section 4. Maintenance of Grounds.** The District's obligations under this agreement shall also include:

The District shall provide wading pool maintenance. This will include the maintenance and operation of the East and West wading pool located at Windjammer Park. The pool will be open the same days and hours as the swimming lagoon. The District will be responsible for the daily cleaning, water testing-purification and the daily opening and closing of the pool. The District will also carry liability insurance on the maintenance staff members assigned to maintain and operate the wading pool.

City's obligations under this agreement shall also include:

The City of Oak Harbor ("City") will be responsible for obtaining a Water Recreational Permit from the County; and conduct the initial pre-season clean-up, to include driftwood removal, necessary repairs to the dock and digging out the channel to the bay. The City will be responsible for the installation of the outdoor foot wash, shower and water slide. The City will supply all necessary safety/first aid supplies and equipment. The City will be responsible for all necessary repairs to the water slide, swimming dock, swim ladders, buoys, shower and foot wash. City Parks staff will do a weekly inspection of the swimming area to ensure that all equipment is safe and functional. The District will notify the Oak Harbor Parks Division immediately of any damage or problems with equipment they have identified to ensure that the repairs are made in a timely manner. The City will assure that all City equipment is operational and in good repair before the District assumes control of operations.

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The City will be responsible for the initial pre-season clean-up, which includes pumping out the pool, pressure washing, and ensuring that the circulation lines and pumps are functioning properly. The City will also provide all necessary pool chemicals, cleaning supplies and a chemical test kit.

**Section 5. Additional Services.** The City will allow the District to operate paddleboat and kayak rentals in the lagoon. City will provide storage of boats and equipment at Windjammer Park. The District will assume full responsibility for this program, including the maintenance of the boats, collection of fees, usage supervision, and will carry liability insurance for this activity as provided for in Section 2.

All collected rental fees will go to the District.

The District shall keep boats in repair and safe for use and shall operate such recreational services in a safe and prudent manner. If the City determines that this cannot be done safely, these services shall be shut down; provided, if there is a dispute on this matter, the District may seek arbitration of this issue.

**Section 6. Term of the Agreement.**

This Agreement shall be in effect from **June 19, 2010 to September 6, 2010**, unless terminated earlier by one of the parties pursuant to Section 15 herein.

**Section 7. Cooperation.**

- a. City staff and District staff shall cooperate in maintaining safe and reasonable recreational services at the City lagoon and wading pool.
- b. Both parties will work to assure adequate signage is posted concerning safe use of the lagoon and wading pool. It will be the City's responsibility to provide and pay for the necessary signage.

**Section 8. Independent Contractor Relationship.**

- a. 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 District. No agent, employee, servant or representative of the District shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the District are not entitled to any of the benefits the City provides for its employees. The District 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.
- b. In the performance of the services herein contemplated, the District 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.

**Section 9. Indemnification/Hold Harmless**

- a. **Indemnification.** The District 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, and volunteers, the District's liability hereunder shall be only to the extent of the District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under

Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- b. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**Section 10. Equal Opportunity Employer.** Personnel employment shall be as per the existing Districts policy. The District shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and may result in ineligibility for further City agreements.

**Section 11. Inability to Perform.** The District shall not be liable to City for damages in the event the performance of the District service shall be delayed or prevented by fire, flood, earthquake, riot, strike or other labor dispute beyond the control of the District and without fault on its part; that wherever possible the District shall give City at least one hour's prior notice of its inability to perform such services for such reason. The District shall promptly resume performance on removal or cessation of the cause of the interference or delay.

**Section 12. Licensing.** The District shall maintain necessary licenses for carrying out its activities.

**Section 13. Agreements and Covenants.** The provisions of this Agreement are not entered into for the benefit of any third party nor are any provisions of this Agreement intended to be a guarantee or warranty of fitness of facilities for use. It is recognized that the swimming areas are open to the public and the weather and other natural conditions cannot be controlled, anticipated or easily detected.

**Section 14. Notices.**

- a. Except as otherwise provided in this agreement, all notices given pursuant to this agreement to City shall be in writing and shall be delivered to its Mayor at the City or at such other place as City may designate to the District in writing. Except as otherwise provided for in the agreement, all notice given to the District shall be in writing and delivered to its Director at the office at 85 SE Jerome Street, Oak Harbor.
- b. All notices given pursuant to this agreement to the District shall be in writing and shall be delivered to the address appearing at the beginning of this agreement or to such other address as the District shall designate to City in writing.

**Section 15. Governing Law.** This agreement shall be governed by, construed, and enforced in accordance with the laws of Washington.

**Section 16. Modification of Agreement.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

**Section 17. Termination.** Either party may terminate this Agreement by giving to the other party thirty (30) days' advance written notice of its intention to do so; provided, however, that such termination shall not affect rights acquired or obligations incurred prior to the effective date of termination.

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**Section 18. Assignment or Substituting of Rights or Obligation.** The rights and duties of each party under this agreement are personal to that party and may not be assigned or substituted or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**Section 19. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Oak Harbor, Washington, on the date indicated below.

**CITY OF OAK HARBOR**

**NORTH WHIDBEY PARK &  
RECREATION DISTRICT**

By \_\_\_\_\_  
Jim Slowik, Mayor

By \_\_\_\_\_  
Craig Carlson, Director

Date \_\_\_\_\_

Date \_\_\_\_\_

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## City of Oak Harbor

### AGREEMENT WITH NORTH WHIDBEY PARK & RECREATION DISTRICT FOR BOAT RENTAL SERVICES

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Oak Harbor ("City") and North Whidbey Park and Recreation District ("District"). Generally, the District agrees to furnish, and the City agrees to accept, boat rental services as described in Section 1 at its lagoon facilities, located in Windjammer Park, all subject to the terms and provisions of this agreement.

**Section 1. Purpose.** The City seeks the temporary services of a skilled independent organization capable of providing boat rental services to the general public at Windjammer Park.

**Section 2. Services.** The District shall provide boat rental services ("Services") located in the Windmill at Windjammer Park, in a manner consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City.

2.1 **Customer Service.** The District's employees, agent, representatives shall provide high quality customer service and shall treat all customers with courtesy and respect.

2.2 **Employee Appearance.** All District employees, agents, representatives or licensees shall have a neat, clean and sanitary personal appearance and those who come in direct contact with the public shall wear clothing or identification which distinguishes them as employees of the District.

2.3 **Staffing.** The Windmill shall be staffed in order to provide boat rental services to the public.

2.4 **Hours of Operation.** The boat rental Stand shall be open during the hours of 12:00 - 5:00 p.m. Sunday through Thursday, and 12:00 - 6:00 p.m. Friday and Saturday, unless the City requests and the District agrees to other hours of operation.

#### **Section 3. Equipment.**

3.1 The District shall supply his/her own equipment.

3.2 **Alterations.** The District shall not make any alterations, additions or improvements to the Windmill without the City's prior written consent, which consent may be withheld for any reason. In the event the City consents to the making of any alterations, additions or improvements to the Windmill, the same shall be made at the District's sole cost and expense, and in the event such alterations, additions or improvements are made to a structure, building or other improvements attached to the real property, the same will become a part of the real property and be surrendered to the City upon the termination of this Agreement. The City has no obligation to alter, remodel, improve, repair, decorate, or paint the Windmill. The City shall provide water and electricity and solid waste disposal.

3.3 **Maintenance.** The District shall, at its sole cost and expense, maintain the Windmill area in good condition and repair, including, but not limited to, maintaining the Windmill in a neat, clean and sanitary condition and removing all garbage, trash or other debris on a regular basis pursuant to the City's instructions.

3.4 **Damage to Windmill.** If the Windmill or any part thereof or surrounding real property is damaged by the District, the District shall at its sole cost and expense, restore the Windmill to a condition equivalent to better than their condition immediately prior to such damage. The City will inspect and provide in writing an inventory of City equipment and condition of Windmill for use by the District as a base line for damage claims.

3.5 **Utilities, Taxes and Expenses.** The District shall pay all costs and expenses associated with the operation of the Windmill other than utility expenses for water, solid waste and power which will be paid by the City.

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**Section 4. Exclusive Right.** The City hereby grants the District an exclusive right to rent boats in buildings of Windjammer Park, except during City approved special events, during the term of this Agreement. The City reserves the right to grant to other persons or entities any of the remaining rights contained herein or otherwise.

**Section 5. Term.** The term of this Agreement shall commence **June 19, 2010** and shall continue until the completion of the Services, but in any event no later than **September 6, 2010** (“Term”). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the District.

**Section 6. Termination.** Prior to the expiration of the Term, the City and or the District may terminate this Agreement immediately, with or without cause. Termination shall be in writing, and shall be effective upon service on the signatories to this Agreement.

**Section 7. Compensation.**

7.1 **Total Compensation.** The District agrees to pay the City an amount equal to One Hundred Dollars (\$100.00) per month during any month he/she occupies the Windmill. This fee includes any leasehold excise tax due to the City.

7.2 **Payment Due Date.** The District shall pay fees to the City on or before the 5<sup>th</sup> day of each month that he/she occupies the Windmill. Payment for the first month shall be made prior to occupancy.

7.3 **The District – Responsible for Taxes.** The District shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement. The Leasehold Excise Tax, currently at a rate of 12.84%, is included in the One Hundred Dollar (\$100.00) monthly compensation.

**Section 8. Compliance with Laws.** The District shall comply with and perform the Services in accordance with all applicable federal, state and City laws including, without limitation all City codes, ordinances, resolutions, standards, and policies, as now existing or hereafter adopted or amended, including, but not limited to, the following:

8.1 Federal, state and local health, safety and licensing laws relating to the boat rentals.

8.2 City code provisions requiring any person or entity doing business in the City to obtain a business registration; and

8.3 City Parks, Recreation and Cultural Services Department policies, including, but not limited to, its concession policy.

**Section 9. Warranty.** The District warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including, but not limited to, being registered to do business in the City of Oak Harbor by obtaining a City of Oak Harbor business license.

**Section 10. Independent Contractor Relationship.**

10.1 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 District. No agent, employee, servant or representative of the District shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the District are not entitled to any of the benefits the City provides for its employees. The District 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.

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10.2 In the performance of the services herein contemplated, the District 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.

**Section 11. Indemnification/Hold Harmless**

11.1 Indemnification. The District 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

11.2 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**Section 12. Equal Opportunity Employer**. Personnel employment shall be as per the existing Districts policy. The District shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the District's breach, may result in ineligibility for further City agreements.

**Section 13. Insurance**. The District 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 District, their agents, representatives, employees or subcontractors.

13.1 No Limitation. The District's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the District to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

13.2 Minimum Scope of Insurance. The District shall obtain insurance of the types described below:

- (i) 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.
- (ii) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Districts, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the District's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and

Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage through insurance pool.

(iii) Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

13.3 Minimum Amounts of Insurance. The District shall maintain the following insurance limits:

- (i) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (ii) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

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

- (i) The District's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the District's insurance and shall not contribute with it.
- (ii) The District's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

13.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII or Enduris - Washington.

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

13.7 Third party entities are also required to carry their own insurance, naming the City of Oak Harbor as also insured.

**Section 14. Signs.** The District shall coordinate placement of any sign, notice or advertising matter in or about the City's real property, with City staff. If required by City code, the District shall obtain all necessary permits in connection with any such signs.

**Section 15. General Provisions.**

15.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

15.2 Modification. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

15.3 Full Force and Effect. Any provision of this Agreement, which is declared invalid or illegal shall in no way, affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

15.4 Assignment. Neither the District nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and right hereunder without the prior written consent of the other party.

15.5 Successors in Interest. Subject to the foregoing Subsection, the right and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

15.6 Attorney Fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all of its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be Island County, Washington.

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- 15.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. Failure or delay of the District to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the District to declare one breach or default does not act as a waiver of the District's right to declare another breach or default.
- 15.8 Governing Law and Venue. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington. If suit is brought in this matter, venue shall be Island County District Court or Island County Superior Court.
- 15.9 Authority. Each individual executing this Agreement on behalf of the City and the District represents and warrant that such individuals are duly authorized to execute and deliver this Agreement on behalf of the District or the City.
- 15.10 Notices. Any notice required to be given by the Parties shall be delivered at the addresses set forth below. Any notice may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- 15.11 Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.
- 15.12 Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Service is essential to the District's performance of this Agreement.
- 15.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.
- 15.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.
- 15.15 Third-Party Beneficiaries. This Agreement is neither expressly nor impliedly intended to be for the benefit of any third party, and is neither expressly nor impliedly enforceable by any third party.

**CITY OF OAK HARBOR**

**NORTH WHIDBEY PARK & RECREATION DISTRICT**

By \_\_\_\_\_  
Jim Slowik, Mayor

By \_\_\_\_\_  
Craig Carlson, Director

Date \_\_\_\_\_

Date \_\_\_\_\_

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**City of Oak Harbor**

**AGREEMENT WITH NORTH WHIDBEY PARK & RECREATION DISTRICT  
FOR RECREATIONAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Oak Harbor, a municipal corporation ("City") and North Whidbey Park and Recreation District, a park and recreation district organized pursuant to Ch. 36.69 RCW ("District"). Generally, the City and District mutually agree that recreational programs are important to the health and welfare of the citizens of Oak Harbor. Therefore, the District agrees to operate a Running Club, Sailing Program, Kids Love Soccer Program, as well as supporting the Teen Activity Council and other mutually agreed upon programs for the benefit of Oak Harbor residents and others at City owned parks, all subject to the terms and provisions of this agreement.

**Section 1. Purpose.** This Agreement is entered pursuant to the District's authority under RCW 36.69.130(9) to contract with a municipal corporation for the conduct of park and recreation programs. The City has the facilities available for recreational programs to serve Oak Harbor youth, whereas the District has the necessary staffing to operate the programs. The District agrees to operate their recreational programs to include Oak Harbor youth in mutually agreed upon locations within the City's parks and marina.

**Section 2. Term.** This Agreement shall be effective upon execution and shall continue in effect through April 20, 2011, unless earlier terminated pursuant to Section 7 herein.

**Section 3. Services.** The District shall provide Recreational Services ("Services") including, but not limited to, the Running Club, Sailing Program, Kids Love Soccer Program, as well as supporting the Teen Activity Council in various City facilities.

- 3.1 Availability to Oak Harbor resident. The District shall make its recreational programs available to Oak Harbor residents on the same terms and conditions as its recreational programs are available to other clients of the District.
- 3.2 Accessibility. The District shall ensure that the programs conducted at City parks and other facilities are accessible to individuals with disabilities in accordance with the Americans with Disabilities Act and the Washington Law Against Discrimination.
- 3.3 Customer Service. The District's employees, agents, and representatives shall provide high quality customer service and shall treat all customers with courtesy and respect.
- 3.4 Employee Appearance. All District employees, agents, representatives or licensees shall have a neat, clean and sanitary personal appearance and those who come in direct contact with the public shall wear clothing or identification which distinguishes them as employees of the District.

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**Section 4. Facilities.** The City of Oak Harbor will provide facilities for the recreational services listed in Section 2 in the city of Oak Harbor, as follows:

- 4.1 Parks facilities. At the annual spring league meeting, the District will provide the City with a proposed schedule of recreational programs for the season. The District and the City agree to mutually negotiate the city parks facilities necessary to meet the recreational services to be provided under this Agreement. The City and District will agree upon fields and other facilities to be made available for District use. Field scheduling will be such as to not interfere with organized sports leagues that have field use agreements with the City.
- 4.2 Marina facilities. The City will provide three facilities to the District for its sailing program:
  - (i) Marina moorage suitable to accommodate the dinghy docks and vessels stored thereon.
  - (ii) Two Marina storage units.
  - (iii) Up to three parking spaces for storage of trailers and equipment.

**Section 5. Equipment.** The District shall supply its own equipment.

**Section 6. Maintenance.** The District shall, at its sole cost and expense, maintain the facilities provided by the City pursuant to this Agreement in good condition and repair, including, but not limited to, removing all garbage, trash or other debris on a regular basis pursuant to the City's instructions.

**Section 7. Termination.** Either the City or the District may, in its discretion, terminate this Agreement with or without cause. Where there are programs in progress, termination without cause of this Agreement shall be effective upon the completion of the pending program period. If either the City or the District is in breach or default of the terms of this Agreement, the other party may terminate the Agreement for cause upon five (5) days written notice and failure of the other party to cure within the five (5) day period.

**Section 8. Compliance with Laws.** The District shall comply with and perform the services in accordance with all applicable federal, state and City laws including, without limitation all City codes, ordinances, resolutions, standards, and policies, as now existing or hereafter adopted or amended, including, but not limited to, the following:

- 8.1 Federal, state and local health, safety and licensing laws relating to the boat rentals.
- 8.2 City code provisions requiring any person or entity doing business in the City to obtain a business registration.
- 8.3 City Parks, Recreation and Cultural Services Department policies.

8.4 The District shall comply with the head injury protocols set forth in Section 2 of House Bill (HB) and agrees to hold the City of Oak Harbor harmless, indemnify and defend the City, its officers and employees for any legal claims or lawsuits for injury or death arising from the failure of the organization to comply with the requirements of Section 2 of HB 1824.

8.5 The City of Oak Harbor has adopted Resolution No. 09-32 establishing a policy which prohibits gender discrimination in community athletics programs using City athletic facilities, per RCW 49.60.505. Discrimination against any person on the basis of sex in the operation, conduct, or administration of community athletics programs for youth or adults utilizing City athletic facilities is expressly prohibited and shall be a basis for denying the discriminating person or organization permission to use City athletic facilities.

**Section 9. Warranty.** The District warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including, but not limited to, being registered to do business in the City of Oak Harbor by obtaining a City of Oak Harbor business license.

**Section 10. Independent Contractor/Conflict of Interest.** It is the intention and understanding of the parties that the District shall be an independent contractor and the City shall be neither liable nor obligated to pay any employees, volunteers, officers or officials of the District sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment.

**Section 11. Indemnification/Hold Harmless.**

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

11.2 **City Indemnification.** The City agrees to indemnify and hold the District, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by

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any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with the Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

- 11.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**Section 12. Equal Opportunity Employer.** The District shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination in employment. Any material violation of this provision shall be cause for termination of this Agreement by the City and, in the case of the District's breach, may result in ineligibility for further City agreements.

**Section 13. Insurance.** The District 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 District, their agents, representatives, employees or subcontractors.

- 13.1 No Limitation. The District's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the District to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- 13.2 Minimum Scope of Insurance. The District shall obtain insurance of the types described below:

- (i) 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.
- (ii) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Districts, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the District's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage through insurance pool.

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- (iii) Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

13.3 Minimum Amounts of Insurance. The District shall maintain the following insurance limits:

- (i) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (ii) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

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

- (i) The District's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the District's insurance and shall not contribute with it.
- (ii) The District's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

13.7 Third party entities are also required to carry their own insurance, naming the City of Oak Harbor as also insured.

**Section 14. Exclusive Right.** This Agreement grants the District the right to offer recreational programs in City parks, except during City approved special events or other organized sports league activities. The City reserves the right to grant to other persons or entities any of the rights contained herein or otherwise.

**Section 15. Signs.** The District shall coordinate placement of any sign, notice or advertising matter in or about the City's real property, with City staff. If required by City code, the District shall obtain all necessary permits in connection with any such signs.

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**Section 16. General Provisions.**

- 16.1 Entire Agreement. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.
- 16.2 Modification. No provision of this Agreement may be amended or modified except by written agreement signed by the parties.
- 16.3 Full Force and Effect. Any provision of this Agreement, which is declared invalid or illegal shall in no way, affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- 16.4 Assignment. Neither the District nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and right hereunder without the prior written consent of the other party.
- 16.5 Successors in Interest. Subject to the foregoing Subsection, the right and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.
- 16.6 Attorney Fees. In the event either of the parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each party shall pay all of its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be Island County, Washington.
- 16.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. Failure or delay of the District to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the District to declare one breach or default does not act as a waiver of the District's right to declare another breach or default.
- 16.8 Governing Law and Venue. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington. If suit is brought in this matter, venue shall be Island County District Court or Island County Superior Court.
- 16.9 Authority. Each individual executing this Agreement on behalf of the City and the District represents and warrant that such individuals are duly authorized to execute and deliver this Agreement on behalf of the District or the City.
- 16.10 Notices. Any notice required to be given by the parties shall be delivered at the addresses set forth below. Any notice may be delivered personally to the addressee of the notice or

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may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

- 16.11 Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.
- 16.12 Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the District's performance of this Agreement.
- 16.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.
- 16.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.
- 16.15 No Third-Party Beneficiary. No third-party beneficiary or beneficiaries are intended nor shall such status be construed as arising out of this Agreement.

**CITY OF OAK HARBOR**

**NORTH WHIDBEY PARK &  
RECREATION DISTRICT**

By \_\_\_\_\_  
Jim Slowik, Mayor

By \_\_\_\_\_  
Craig Carlson, Director

Date \_\_\_\_\_

Date \_\_\_\_\_

City of Oak Harbor  
City Council Agenda Bill

Bill No.

Date:

April 20, 2010

Subject:

Pioneer Way Right of Way  
Acquisition

**FROM: Margery Hite, City Attorney**

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



Jim Slowik, Mayor



Paul Schmidt, City Administrator

Doug Merriman, Finance Director



Margery Hite, City Attorney, as to form

**PURPOSE**

This agenda bill brings before the Council the issue of legal action to take to settle the City's title to the right-of-way for the Pioneer Way Improvement Project.

**AUTHORITY**

The City Council has the authority to exercise its municipal powers in regard to the acquisition, sale, ownership, improvement, maintenance, protection, restoration, regulation, use, leasing, disposition, vacation, abandonment or beautification of public ways. RCW 35A.11.020.

**SUMMARY STATEMENT**

Pioneer Way has been a city street since the outset of Oak Harbor's incorporation as a town. Originally known as Barrington Drive, Pioneer Way appears as a dirt road through town in earliest pictures of Oak Harbor. Members of the public have driven and walked along Pioneer Way for decades. From the 1970s forward, the sidewalks along Pioneer Way were created and maintained by the City.

However, there are no historical legal documents establishing the City's ownership of the right-of-way for some of the sidewalk areas. As a legal matter, though, the City has what is known as a "prescriptive easement" to the right-of-way. That is because the City has used and maintained the right-of-way as a public thoroughfare for over ten years.

The City likewise has responsibility for the state of the sidewalks and the street in the City's right-of-way. Where personal injury or property damage is attributable to the disrepair of the sidewalks and street, the City may have liability for the injuries and damage occurring within the city right-of-way.

For purposes of the Pioneer Way improvement project, the City believes it has a prescriptive easement that it can rely upon to perform the sidewalk work. The most conservative approach, however, would be for the City to obtain clear legal documents setting out the City's ownership

of the right-of-way. This may be obtained through deeds from property owners or through legal action in the courts to declare the City's right to public right-of-way.

The staff proposes that the property owners be offered the opportunity to confirm the City's existing prescriptive right-of-way easement by executing an express easement to the City rather than going through a trial. Payment would be nominal and reflect the litigation costs that could, pro rata, be attributed to that parcel of property. The estimated costs of litigation are assumed to be \$40,000 so the payment for making a trial unnecessary is \$1,290 per parcel.

For those property owners who would not confirm the City's prescriptive easement, the City would institute a quiet title action in Island County Superior Court. This would give the property owners an opportunity to appear and defend if they wish to argue that the City does not have a prescriptive easement.

This matter is eligible for Executive Session as potential litigation to be discussed with legal counsel, where public knowledge is likely to result in an adverse legal or financial consequence to the City. RCW 42.30.110(1)(i). Should the Council wish to discuss potential adverse consequences, an Executive Session would be appropriate. Final action, however, must be taken in an open public meeting.

#### **STANDING COMMITTEE REPORT**

This item was not taken to a standing committee because of the press of time in instituting legal proceedings.

#### **RECOMMENDED ACTION**

1. A resolution authorizing the City to pay property owners who confirm the City's prescriptive easement to Pioneer Way without the need for litigation.
2. A resolution authorizing the City to institute a quiet title action to settle the City's prescriptive easement to the Pioneer Way right-of-way through a quiet title action.

#### **ATTACHMENTS**

Two resolutions.

#### **MAYOR'S COMMENTS**

RESOLUTION NO. 10-\_\_

A RESOLUTION OF THE CITY OF OAK HARBOR AUTHORIZING THE MAYOR TO INSTITUTE A QUIET TITLE ACTION FOR THE PIONEER WAY IMPROVEMENT PROJECT

WHEREAS, the City has maintained, repaired and constructed the street now known as Pioneer Way for many years; and

WHEREAS, the City finished construction of sidewalks along both sides of Pioneer Way by the mid-1970s; and

WHEREAS, the City and the public have utilized the public right-of-way on Pioneer Way, on both street and sidewalks, for over forty years; and

WHEREAS, the public use of the right-of-way and the City's construction, maintenance and repair work have given the City a prescriptive easement over the Pioneer Way right-of-way; and

WHEREAS, a major construction project such as is planned for the Pioneer Way Improvement Project should have all formal documentation in order prior to construction; and

WHEREAS, property owners along Pioneer Way will be given the opportunity to confirm the City's prescriptive easement without the necessity of a trial but a quiet title action will be necessary for any property owners who are not willing to confirm the City's prescriptive easement; and

WHEREAS, it will also be necessary to institute legal proceedings promptly so that the City's construction schedule can be met;

NOW, THEREFORE, the City Council hereby authorizes the Mayor to institute any and all legal proceedings necessary to quiet title to the City's prescriptive easement to the portion of Pioneer Way from City Beach Street to Midway Boulevard.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

THE CITY OF OAK HARBOR

\_\_\_\_\_  
Jim Slowik, Mayor

ATTEST:

\_\_\_\_\_  
Connie Wheeler, City Clerk

APPROVED AS TO FORM:

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Margery Hite, City Attorney

RESOLUTION NO. 10-\_\_

A RESOLUTION OF THE CITY OF OAK HARBOR AUTHORIZING THE MAYOR TO PAY PROPERTY OWNERS WILLING TO CONFIRM THE CITY'S PRESCRIPTIVE EASEMENT TO PIONEER WAY A PRO RATA SHARE OF THE LITIGATION COSTS SAVED BY SUCH AGREEMENT

WHEREAS, the City is confident that it has a prescriptive easement to the Pioneer Way right-of-way based on the public use of the right-of-way and the City's construction, maintenance and repair work on the street and sidewalks of Pioneer Way; and

WHEREAS, the City is preparing to institute a quiet title action to confirm said prescriptive easement; and

WHEREAS, property owners along Pioneer Way should be given the opportunity to confirm the City's prescriptive easement without the necessity of a trial; and

WHEREAS, there are certain cost-savings to the City as a result of not having to litigate a quiet title action for every parcel of property; and

WHEREAS, the City believes that a payment of One Thousand Two Hundred Ninety Dollars (\$1,290.00) per parcel represents the pro rata litigation cost-savings to the City;

NOW, THEREFORE, the City Council hereby authorizes the Mayor to pay One Thousand Two Hundred Ninety Dollars (\$1,290.00) to each property owner shown on Exhibit A (attached to and incorporated in this Resolution) who timely executes documents confirming the City's prescriptive easement to Pioneer Way as determined necessary by and in a form acceptable to the City Attorney.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

THE CITY OF OAK HARBOR

\_\_\_\_\_  
Jim Slowik, Mayor

ATTEST:

\_\_\_\_\_  
Connie Wheeler, City Clerk

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APPROVED AS TO FORM:

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Margery Hite, City Attorney

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Pioneer Way Improvement Project  
Prescriptive Easement Resolution - 2

**EXHIBIT "A"**

**SE Pioneer Way Improvements  
Parcel Ownership Report**

<b>Title No.</b>	<b>Owner</b>	<b>Owner Address *</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
99034	James & Dana Cho	2812 - 12th Ave South	Seattle	WA	98144
99035	James & Dana Cho	2812 - 12th Ave South	Seattle	WA	98144
99036	Stanley/Josefa J. Groszek	650 S Pioneer Way	Oak Harbor	WA	98277
99037	Eifuel Jose & Kathleen S Collantes Brad	1253 Canterbury Lane	Oak Harbor	WA	98277
99038	John M. Allgire, Ttee Myrtle Allgire	2675 West Beach Rd	Oak Harbor	WA	98277
99039	John M. Allgire, Ttee Myrtle Allgire	2675 West Beach Road	Oak Harbor	WA	98277
99040	Christon C/Deborah Skinner	740 SE Pioneer Way	Oak Harbor	WA	98277
99041	Christon C/Deborah Skinner	740 SE Pioneer Way	Oak Harbor	WA	98277
99042	Chris H Pantoleon Helene Pantoleon	2390 Freund St	Oak Harbor	WA	98277
99043	Ed Fakkema Fakkema, KA & ER ½ INT	2571 SW Pete's Lane	Oak Harbor	WA	98277
99044	M Old Town Mall, LLC	P O Box 2249	Oak Harbor	WA	98277
99019	M Old Town Mall, LLC	P O Box 2249	Oak Harbor	WA	98277
NONE	M Old Town Mall, LLC	P O Box 2249	Oak Harbor	WA	98277
99021	M Old Town Mall, LLC	P O Box 2249	Oak Harbor	WA	98277
99022	Jesse & Blossom Torres	1090 SE Pioneer Way	Oak Harbor	WA	98277
99045	Edward Beeksma et al	41 NE Midway Blvd Ste 101	Oak Harbor	WA	98277
99046	The Sebo Family LLC c/o Robert C Sebo	P O Box 764	Oak Harbor	WA	98277
99047	Jensen Commercial Properties LLC	32785 SE 20 Ste 4	Oak Harbor	WA	98277
99048	Marcelle Aronson	17900 - 23rd Ln NE Apt E304	Shoreline	WA	98155
99049	John D Dunning Charlene M Dunning	P O Box 488	Friday Harbor	WA	98250
99023	Whidbey Holdings LLC	740 SE Pioneer Way	Oak Harbor	WA	98277
99024	Christopher Saxman Oak Harbor Prop	P O Box 87	Hanover	NM	88041
99025	Christopher Saxman Oak Harbor Prop	P O Box 87	Hanover	NM	88041
99026	Fir Grove Partnership	41 NE Midway Blvd Ste 101	Oak Harbor	WA	98277
99027	Chana Sritong Natchanok Sritong	17070 Kokanee Ct	Mt Vernon	WA	98274
99028	Chana Sritong Natchanok Sritong	17070 Kokanee Ct	Mt Vernon	WA	98274
99029	Terry Smith	P O Box 86	Freeland	WA	98249
99030	GSS Inc	424 Covington Pl	Goleta	CA	93117
99031	Michael J/Elizabeth Reedy	1747 SE 8th Avenue	Oak Harbor	WA	98277
99032	Gilbert Villareal Suzanne Villareal	15681 Deception Shore Dr	Anacortes	WA	98221
99033	Gilbert Villareal	15681 Deception Shore Dr	Anacortes	WA	98221