

CITY OF OAK HARBOR

CITY COUNCIL MEETING

AGENDA

FOR

MAY 3, 2011, 6:00 p.m.



Remember Mother's Day is
May 8th

**Oak Harbor City Council
REGULAR MEETING
Tuesday, May 3, 2011, 6:00 p.m.**

Welcome to the Oak Harbor City Council Meeting

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

CALL TO ORDER

INVOCATION

ROLL CALL

MINUTES 4/19/11 Regular Meeting

NON-ACTION COUNCIL ITEMS:

1. Proclamation – Nurses Week.
2. Public Comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

3. Consent Agenda:

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- a. Noise Permit – Beachcomber's Bazaar.

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- b. Noise Permit – Mission Emanuel.

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- c. Noise Permit – Relay for Life of North Whidbey.

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- d. Noise Permit – Christ the King Community Church.

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- e. Agreement – ICOM.

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- f. Authorization to Solicit Bids – Marina Gates.

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- g. Bid Award – Marina Pump Out Boat.

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- h. Change in Council Meeting Dates – June 21 to June 28, 2011; July 5 to July 12, 2011.
- i. Approval of Accounts Payable Vouchers (Pay Bills).

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4. Resolution – Sewer LID.

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5. Bid Award – C-Dock Roof.
6. City Administrator's Comments.
7. Council Members' Comments.
 - Standing Committee Reports
8. Mayor's Comments.

ADJOURN

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

"Don't judge each day by the harvest you reap but by the seeds that you plant." ~Robert Louis Stevenson

**City Council Meeting
Tuesday, April 19, 2011, 6:00 p.m.
City Hall – Council Chambers**

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

INVOCATION Pastor Fannie Dean, Mission Ministry Outreach

ROLL CALL

Mayor Jim Slowik

Five Members of the Council,

Jim Campbell

Scott Dudley

Beth Munns

Danny Paggao, Mayor Pro Tem

Jim Palmer

Paul Schmidt, City Administrator

Margery Hite, City Attorney

Doug Merriman, Finance Director

Steve Powers, Development Services Director

Cac Kamak, Senior Planner

Cathy Rosen, Public Works Director

Eric Johnston, City Engineer

Maribeth Crandell, Environmental Educator

Rich Tyhuis, Public Works Operations Manager

Rick Wallace, Chief of Police

Mark Soptich, Fire Chief

Romy Velasquez, Executive Assistant to the
Fire Chief

Mike McIntyre, Senior Services Director

Renée Recker, Executive Assistant to the Mayor

Councilmembers Rick Almberg and
Bob Sevens were absent and formally
excused from this meeting.

MINUTES

MOTION: Councilmember Munns moved to approve the 4/5/11 meeting minutes.
The motion was seconded by Councilmember Palmer and carried
unanimously.

NON-ACTION COUNCIL ITEMS

Proclamation – Bike to Work Month

Councilmember Campbell read and presented this proclamation to Maribeth Crandell, Oak Harbor's Environmental Educator. Oak Harbor has been named a "Bicycle Friendly Community" by the League of American Bicyclists and May 2011 has been proclaimed Bike to Work Month. Ms. Crandell talked about upcoming events promoting bicycling as stand-alone activities and as part of Earth Day. A contingency of cyclists will be also be riding in the Holland Happening Parade. Ms. Crandell talked about Cascade Bicycle Club's website www.cbcef.org and events posted there and the car-free commuters' breakfast (free-of-charge) which will be held at various Island County locations on May 2, 2011, 7:00 a.m. – 8:30 a.m.

Employee Recognition – John Hornsby, Oak Harbor Fire Department, 32 ½ Years of Service

Fire Chief Mark Soptich introduced John Hornsby who recently retired from the Fire Department. Throughout his career, Mr. Hornsby served in many positions ranging from Firefighter to Incident Safety Officer. He earned a number of certifications including Emergency Medical Technician (EMT), EMT Instructor, Fire Instructor I, Fire Inspector I, and Fire Officer I and II. Mr. Hornsby also specialized in pre-fire plans for the Department. Thoroughly professional, John always projected a positive image. Chief Soptich read congratulatory letters from Gov. Gregoire, Senator Haugen, and Mayor Slowik and also presented Mr. Hornsby with a plaque and gift. Mr. Hornsby said that it had been his honor and privilege to work for the Oak Harbor Fire Department.

Employee Recognition – Kyle Biddle, 10 Years of Service

Public Works Director Cathy Rosen introduced Kyle Biddle and talked about his employment history at Public Works. Mr. Biddle began working for the City in April of 2001 as a member of the special projects crew. He worked for the Parks Division and then was reassigned to the Water Division where he was promoted to Water Specialist II in 2004. Kyle works closely with the Fire and Engineering Departments and brings strong problem-solving and organizational skills to his position. Mr. Biddle said it was a pleasure to work for the community where he grew up – everyday is a new challenge and the Public Works staff is a great group.

Break

Mayor Slowik called for a break at 6:15 p.m. so Council could congratulate Mr. Hornsby and Mr. Biddle. The meeting reconvened at 6:20 p.m.

Public Comments

Pat Gardner, P.O. 2067, Oak Harbor. Ms. Gardner had sent Mayor and Council a letter in support of and requesting connection to the City's sewer system and presented a site map of her residential area. Both documents are attached as Exhibit A to these minutes. Ms. Gardner would like to work with the City to accommodate both her needs and the City's needs as soon as possible.

Mel Vance, P.O. Box 2882, Oak Harbor. Mr. Vance spoke in support of an April 20, 2011 Department of Emergency Management presentation on disaster preparedness to be held in the Island County Commissioner's Chambers at 6:00 p.m.

There were no other public comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS

Consent Agenda

- A. Re-appointment to the Planning Commission – Greg Wasinger
- B. Appointment to the Community Police Advisory Board – Gene Kelly Barner
- C. Re-appointments to the Parks Board – Helen Chatfield-Weeks, Dee Harbour, K.C. Pohtilla, and Mike Wright
- D. Authorization to Advertise for Bids – HVAC Replacement (Senior Center Facility)

- E. Noise Permit – Holland Happening
- F. Noise Permit – Unity Fellowship
- G. Noise Permit – Oak Harbor Christian School – Eagle Run
- H. Noise Permit – Hammond/Dooney Wedding
- I. Hearing Examiner Agreement – Michael Bobbink
- J. Excused Absence – Councilmember Bob Severns
- K. Approval of Accounts Payable Vouchers (Pay Bills)

Councilmember Dudley asked that Consent Agenda Item B be removed. Councilmember Palmer asked that Consent Agenda Item D be removed.

MOTION: Councilmember Campbell moved to approve Consent Agenda Items A, C, E, F, G, H, I, J, and K with Item K paying Accounts Payable Check Numbers 145463 – 145663 in the amount of \$465,555.36, and Payroll Check Numbers 94637 – 94650 in the amount of \$411,053.19. The motion was seconded by Councilmember Palmer and carried unanimously.

Consent Agenda Item B – Appointment to the Community Police Advisory Board – Gene Kelly Barner

Councilmember Dudley asked to be recused from consideration of Consent Agenda Item B.

Seeing that Mr. Barner and his family were in the audience, Mayor Slowik invited Mr. Barner to speak on behalf of this appointment. Mr. Barner said that his first contribution is to invite the public to attend the Community Police Advisory Board meetings which are held at 4:15 p.m. the second Tuesday of odd-numbered months at the Oak Harbor Police Department. This is a partnership between the citizens of Oak Harbor and the Police Department to promote public awareness regarding department services and programs.

MOTION: Councilmember Campbell moved to approve the appointment of Mr. Barner to the Community Police Advisory Board. The motion was seconded by Councilmember Munns. Councilmembers Campbell, Munns, Paggao, and Palmer voted in favor of the motion and the motion carried.

Councilmember Dudley returned to the meeting.

Consent Agenda Item D – Authorization to Bid, Senior Center HVAC Improvements

Councilmember Palmer asked how the requirements for these units were determined. Public Works Director Rosen responded that an engineering report had been done regarding type, size, and unit efficiency. Mr. Tyhuis also spoke and noted that, in comparison to the existing HVAC system, these HVAC improvements will produce a 40 to 90 percent energy savings and will be able to handle the existing building. As with all HVAC systems, the life expectancy is about fifteen years.

MOTION: Councilmember Palmer moved to authorize staff to proceed with advertisement to bid for the replacement of five roof-mounted heating and air-conditioning units for the Senior Center. The motion was seconded by Councilmember Dudley and carried unanimously.

Oak Harbor Fire Department – Annual Report

Fire Chief Mark Soptich led a PowerPoint presentation of the Fire Department's Annual Report as provided in this evening's agenda packet. In addition to presenting selected pages of the report, Chief Soptich emphasized:

The commitment and determination of our personnel are reflected throughout this report. Each individual brought knowledge and strength to our team by participating in activities and events and by contributing to the numerous accomplishments of 2010. Our personnel will continue to be our most valuable asset. Each division in the Department solved problems and planned for the future. We depend on one another in so many ways. Whether it is teaching fire prevention to children, conducting fire and life safety inspections, responding to medical emergencies, vehicle accidents, structure fires, or hazardous material incidents, the team got it done without fanfare.

Chief Soptich thanked Ms. Velasquez, Ms. Braunstein, and others for their work on this annual report.

Council Discussion

Council talked about the favorable overall average response time being under 5 minutes (4 minutes, 41 seconds), if the arson fires had been related (no), the definition of good intent and the number of structures represented by fire loss (half a dozen, but there were larger loss amounts in some of the structures). Council thanked Chief Soptich for the excellent report with continued thanks to the Fire Department staff, an excellent Department which makes Oak Harbor a very safe place to live. With reference to this evening's proclamation for Bike to Work Month, Council noted that the Fire Department also sets funds aside to provide bike helmets for children. Mayor Slowik concluded by complimenting the report and Department staff – all of us, and our citizens, are very proud of Oak Harbor's Fire Department.

Break

Mayor Slowik called for a break at 6:45 p.m. and the meeting reconvened at 6:50 p.m.

Change in Agenda Bill Order and Councilmember Recusal

The 2011 Comprehensive Plan Amendment Docket was moved behind the agenda bills for the Enterprise Area Code and the Goldie Road – Wallin Annexation. Councilmember Dudley asked to be recused from both the Enterprise Area Code and Goldie Road – Wallin Annexation agenda bill presentations.

Public Hearing – Ordinance, Changes to Enterprise Area Code

Development Services Director Steve Powers gave this presentation. Economic development in the North Whidbey Enterprise Area (NWEA) has long been a goal of the City with policy being established in the Comprehensive Plan and the North Whidbey Community Diversification Action Plan ("The Action Plan"). The proposed ordinance seeks to implement the goals from these planning documents for this area by revising Chapter 18.25 entitled "North Whidbey Enterprise Area Annexation Incentives," amending OHMC 12.40.030, (creating a new class of storm water rate payers) and amending Ordinance 1587 (which relates to storm water rates). The proposed ordinance essentially promotes economic development in the area by supporting City-funded sewer construction projects when feasible, establishing requirements for hookup to City sewer, and easing the transition to City storm water rates within the NWEA over a period of five years from the date of annexation. In 1995, the City and the County jointly adopted the Action Plan as it was an economic development strategy which designated the NWEA for future employment growth. In addition, the Action Plan also recommended extending City services (sewer, roads, etc.) to areas outside of the City boundary but within the UGA for economic development purposes. Subsequently, the Action Plan became the foundation for the Economic Development goals and policies of the City's Comprehensive Plan. In 2002, the City and the County jointly adopted the interlocal agreement which established development/zoning standards for the unincorporated portions of the UGA and included the NWEA. The interlocal agreement put policies in place encouraging "timely and orderly" annexation of the UGA. The City took the first step toward eliminating barriers to economic development in the NWEA by extending services outside the City boundary in the form of a sewer main and pump station on Goldie Road. In May of 2010, the City took the next step when Council adopted Chapter 18.25 known as the "North Whidbey Enterprise Area Annexation Incentives" which established incentives for annexation in this area; namely waiving annexation application fees, not requiring property owners to pay for a portion of the Goldie Road sewer project, and offering City assistance to property owners filing annexation petitions. The proposed amendments to Chapter 18.25 in conjunction with the proposed amendments to OHMC 12.40.030 and the storm water rates ordinance take the economic development objectives for this area a step further by reducing costs normally associated with annexation and easing the transition for property owners from Island County to the City.

Mayor Slowik opened the public hearing at 7:02 p.m.

Ron Wallin, 955 SW Fairhaven Drive, Oak Harbor. Mr. Wallin complimented Mr. Powers, staff, City Administrator Paul Schmidt, and Mayor Slowik for their work on this process. Comparisons were studied and these rates are compatible to and competitive with the comparable rates. This took a lot of staff effort which is truly appreciated; this has been a long time coming.

Wayne Locke, 1962 NE Sumner Drive, Oak Harbor. Mr. Locke spoke in favor of the Wallin Annexation (and by association the Enterprise Area) and read a letter written by Corey Johnson and signed by Mr. Locke which is attached to these minutes as Exhibit B. Mr. Locke also commended the efforts of Mr. Powers, Mr. Schmidt, and Mayor Slowik.

Mel Vance, P.O. Box 2882, Oak Harbor. Mr. Vance spoke with concern about Island County keeping the fees while the City has to continue doing the work. Fees should come to the City. Mr. Vance also spoke about the changes made to the equivalent resident unit regarding storm water fees which Mr. Vance felt is a burden to citizens. Businesses coming to this area will pay one-third of what other similar businesses are paying. This means that two-thirds of the rate would be increased in two years to be on par with a similar business. Mr. Vance felt this should be changed. If new jobs come in, give them a break and bring the rate up slowly. Move them on par more quickly than what is being shown.

With no other public comments coming forth, Mayor Slowik closed the public hearing at 7:10 p.m.

Council Discussion

Discussion followed about encouraging more businesses in Oak Harbor while understanding Mr. Vance's concerns, support of the amended code and the need for incentives to promote economic development and economic diversification, if storm water rates for those being annexed will reach the rate level of the rest of the City and how that can be done, reconsideration/re-evaluation of the whole rate table at the end of five years, and a question to City Attorney Hite about opening the City to a lawsuit from businesses who are not a part of this rate structure. Ms. Hite noted that this is a special class and there is a rational distinction in light of permitting requirements, NPDES, and other factors. Discussion continued regarding fees, sales tax, revenue – this will be a net gain for the City. Mr. Powers pointed out the fiscal analysis which is part of the Goldie Road – Wallin Annexation agenda bill.

MOTION: Councilmember Palmer moved to adopt the ordinance amending Oak Harbor Municipal Code Chapters 18.25 and 12.40 and amending Ordinance 1587 (utility rates) for the purposes of establishing the North Whidbey Enterprise Area Economic Development Objectives. The motion was seconded by Councilmember Munns. Councilmembers Campbell, Munns, Paggao, and Palmer voted in favor of the motion and the motion carried.

Public Hearing – Goldie Road, Wallin Annexation

Development Services Director Steve Powers gave this presentation. The proposed annexation encompasses approximately 122 acres and is for property located on the east side of Goldie Road, from Technical Drive on the south to Ault Field Road on the north. The annexation area lies within the North Whidbey Enterprise Area. The creation of this area was called for in the North Whidbey Economic Diversification Action Plan, a plan aimed at identifying actions necessary for Oak Harbor to diversify its economy so as not to rely mainly on Naval Air Station Whidbey Island for the community's economic vitality. Annexation of properties within this area is seen as a necessary step in meeting identified economic development goals. On January 13, 2007, Mr. Ron Wallin submitted a 'notice of intent to commence annexation proceedings' to the Mayor's office. The signatures on this document represented the minimum 10% of the assessed valuation of the proposed

annexation area that is necessary for the annexation process to begin. After conducting a public meeting with the proponents on February 20, 2007, the City Council authorized the annexation to proceed. Signed petitions were submitted to the City beginning in July 2010.

Shortly after that time, staff reviewed the submitted petitions with Mr. Wallin to determine whether the required 60% of assessed valuation threshold had been met. The threshold had not been met and Mr. Wallin concluded he was unlikely to receive any more signatures in support. As has been past practice, staff and the proponent discussed proposing that the annexation area boundary be revised so that the required 60% of the total assessed valuation could be achieved. The revised boundary would have deleted the two most northern properties from the annexation area. Subsequently, staff submitted the petition to Island County for the RCW-required determination of sufficiency. The Island County Assessor issued a determination of sufficiency on January 10, 2011 for the modified annexation area boundary. On February 1, 2011, Mr. Corey Johnson, in conjunction with several other property owners, submitted a letter to the Mayor outlining their questions and concerns regarding the proposed annexation. Mr. Johnson and his colleagues also appeared before the City Council on that same date. The Mayor and City staff met with property owners on March 10th to present answers to the questions raised in the letter, to discuss the proposed amendments to the North Whidbey Enterprise Area code, and to generally discuss the annexation. Several property owners had questions and concerns regarding the proposed, modified annexation area boundary. Most thought that if the boundary was to be changed that it should come as the result of City Council direction, rather than as a proponent and staff proposal. As a result of the property owner comments and of the Legal Department's review, staff took steps to place the original annexation area boundary before the City Council. These steps included the City exercising the power of attorney granted to it by many of the property owners with the City signing annexation petitions. City staff also sought and received signatures on petitions from property owners that had through the pre-annexation agreements agreed to sign annexation petitions upon request. Finally, staff received updated signatures on petitions for properties owned by Mr. Wallin and his business associate. Through this method 72.08% of the total assessed valuation is represented, which exceeds the required 60% for a petition to be considered valid. The petition and a summary chart of assessed valuation was included with this agenda bill. The City forwarded the petition on to the Island County Assessor for the required determination of sufficiency. The County Assessor issued a determination of sufficiency on April 12, 2011. If the annexation is approved, the City will benefit from additional property and sales tax revenue. Similarly, the City will assume additional service and maintenance obligations for the newly annexed area. To assist the City Council in understanding its overall effect, staff prepared a fiscal impact report for the proposed annexation as part of the agenda bill material.

Mayor Slowik opened the public hearing at 7:30 p.m.

Ron Wallin, 955 SW Fairhaven Drive, Oak Harbor. We have worked on this for several years. There is no storm water piping in this area, but I want to work with the City over the next five years. This is like phase one and is just the starting point. We need to recruit people and make this area attractive to businesses. We have water and sewer and we want to work with City staff on the whole look of Goldie Road. By taking all of Goldie Road, everyone else on the west side will want to also become part of the City. We are looking at the bigger picture and now we will be able to go forward and bring in good projects.

With no other public comments coming forth, Mayor Slowik closed the public hearing at 7:32 p.m.

Council Discussion

Discussion followed regarding the types of businesses for this area, how to help businesses establish in this area, the flight zone stipulation and avoidance of encroachment, and the City and County APZ designations. The County's APZ is more than the DOD's requirement and would not apply to properties now included in the City limits. The City's APZ becomes applicable. The City and Navy agree on this, and it is beneficial to property owners. Discussion continued about sewer and who pays for the service – the citizens or the City. Mr. Powers talked about the main sewer and that properties which abut Goldie Road do not have a problem. There is not a sewer line on Technical Drive that would connect to the Goldie Road sewer main. There are ways to finance (privately financed, low-interest loans, grants) but individual connections from those properties to the line would be the property owner's responsibility. Discussion followed about the power of attorney (specific to the annexation), the new 12-inch waterline for Ault Field (for fire flow) and if a latercomer's agreement will be required of the property owners (would be Council's decision), and the area of annexation as met by the petition. Council Members and Mayor thanked the proponents and staff for their work on this annexation and noted the importance of this area to Oak Harbor's economic future.

MOTION: Councilmember Munns moved to adopt the annexation ordinance approving the Goldie Road annexation. The motion was seconded by Councilmember Palmer. Councilmembers Campbell, Munns, Paggao, and Palmer voted in favor of the motion and the motion carried.

Councilmember Dudley returned to the meeting.

Break

Mayor Slowik called for a break at 7:40 p.m. and the meeting reconvened at 7:45 p.m.

Public Hearing – 2011 Comprehensive Plan Amendment Docket

Development Services Director Steve Powers introduced Senior Planner Cac Kamak who led this presentation on the preliminary docket for the 2011 Comprehensive Plan amendments. The 2011 preliminary docket proposes to continue work on the UGA capacity analysis.

MOTION: Councilmember Munns moved to approve the proposed 2011 Comprehensive Plan Amendment Docket. The motion was seconded by Councilmember Palmer and carried unanimously.

City Administrator's Comments

City Administrator Paul Schmidt talked about upcoming meetings, the success of the Whidbey Island Marathon thanking everyone involved with the Marathon, and noted the year's worth of planning that went into this event. Mr. Schmidt will provide a full report to Council when all of the financial figures have been compiled. Mr. Schmidt also distributed a press release about Oak Harbor's Well City Award from the Association of Washington Cities and the benefits of this award. The press release is attached to these minutes as Exhibit C. The Wellness Committee was thanked and recognized.

Council Members' Comments

Council Members gave their respective standing committee and board reports. Councilmember Campbell talked about the ongoing Pioneer Way project and the helpful flaggers, and also talked about the Whidbey – Camano Island Tourism Board. Councilmember Palmer talked about the well-attended April 12th Waste Water Treatment Forum at Hayes Hall – Skagit Valley College, and Councilmember Munns talked about the remaining days of the legislative session and the issues supported by AWC. Ms. Munns also talked about the Chamber of Commerce's "Business After Hours" event featuring a Taste of Pioneer Way, April 21st from 5:30 p.m. to 6:30 p.m., at the Casual House. Ms. Munns noted that NASWI will be in the news with the 100th year celebration, and then talked about the April 29th Sky Warrior fly-in to the plane's permanent home and display in Oak Harbor.

Mayor's Comments

Mayor Slowik talked about Holland Happening, April 29th – May 1st, the parade down Bayshore Drive, and the vendors and booths which will be set up on Pioneer Way. Even though the street is under construction, Strider Construction is making Pioneer Way very usable for this event. Mayor Slowik asked the community to shop Oak Harbor and frequent Pioneer Way during this construction period.

ADJOURN

With no other business coming before the City Council, Mayor Slowik adjourned the meeting at 8:20 p.m.

Connie T. Wheeler
City Clerk

April 2011

Mr. Jim Slowik, Mayor
City of Oak Harbor

Subject: Sewer Connection Patricia Gardner

A brief history of Scenic Heights Sewer LID as I can recall. Public Works has full information on this project.

The city annexed the area a few years ago for the Sewer LID. Put in sewer lines along Scenic Heights Street to the fork of Balda Rd. I live at just above that fork.

I have and the neighbors wanted to connect back then. Meetings with city staff and council meetings. Unfortunately we are still not connected to the City Sewer.

I've had issues with my septic sewer system which have been inconvenient. Guest visits and the system acts up to the lower bathroom. It is personally manageable, but messy. Majority of the time it's just myself using the system with little stress on it as possible and that's stressful and inconvenient.

I would like to take it upon myself to connect to the city sewer as soon as we can coordinate what's to be done.

I can connect with a 6" line. The city needs an 8" line to accommodate future work in the area. I am willing to work with you on this.

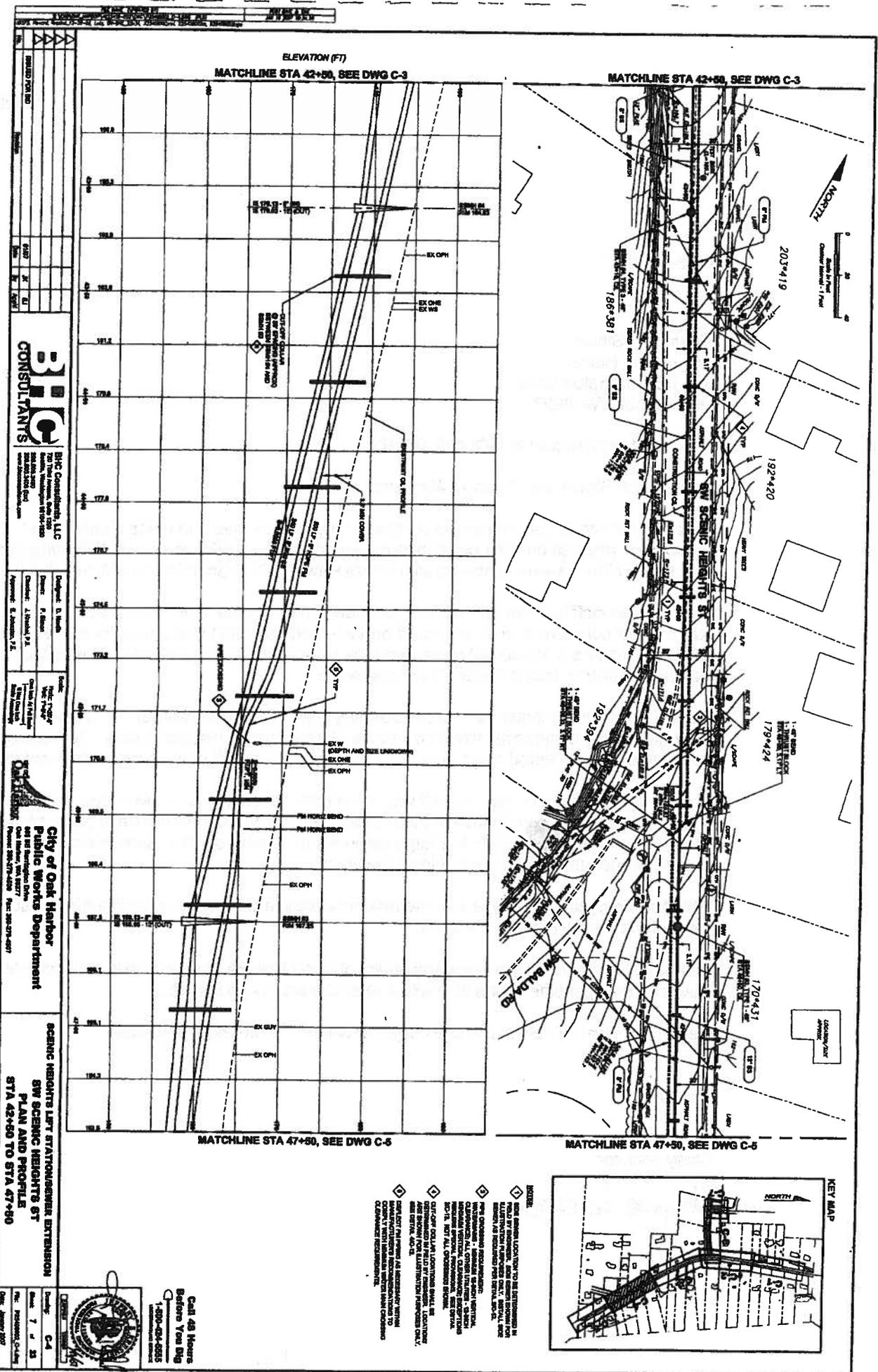
Will the city pay the difference and I'd appreciate anyother assistance on this project.

Thank you,



Patricia Gardner
residence address: 577 S.W. Shelley Ln
mailing: P.O. Box 2067
work: 279-4582
home: 679-4424

copies: City Council Members

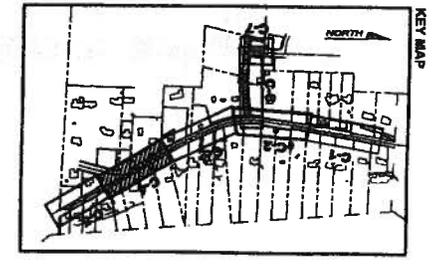


SHC CONSULTANTS SHC CONSULTANTS, LLC 201 West 10th Street, Suite 100 Anchorage, Alaska 99501 Phone: 907.562.3300 Fax: 907.562.3301		Designer: F. Moore Checker: J. Johnson, P.E. Date: 7/1/03		City of Oak Harbor Public Works Department 201 West 10th Street, Suite 100 Anchorage, Alaska 99501 Phone: 907.562.3300 Fax: 907.562.3301		SCENIC HEIGHTS LEFT STATION/SEWER EXTENSION SW SCENIC HEIGHTS ST PLAN AND PROFILE STA 42+50 TO STA 47+50		Call 48 Hours Before You Dig 1-800-424-5255 www.alaska.gov	
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ELEVATION (FT)

MATCHLINE STA 42+50, SEE DWG C-3

MATCHLINE STA 47+50, SEE DWG C-5



- NOTES:**
- 1. EXISTING LOCATIONS TO BE DEMOLISHED OR ALTERNATIVE PROPOSED ONLY. EXISTING FOR REFERENCE ONLY. EXISTING FOR REFERENCE ONLY. EXISTING FOR REFERENCE ONLY.
 - 2. NEW CONSTRUCTION INDICATED BY DASHED LINES.
 - 3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF OAK HARBOR STANDARD SPECIFICATIONS FOR ROAD AND SEWER CONSTRUCTION, LATEST EDITION.
 - 4. EXISTING CONCRETE LOCATIONS SHALL BE DEMOLISHED BY FIELD BY PROPOSER. LOCATION AND EXISTING LOCATION SHALL BE INDICATED BY DASHED LINES.
 - 5. EXISTING CONCRETE LOCATIONS SHALL BE DEMOLISHED BY FIELD BY PROPOSER. LOCATION AND EXISTING LOCATION SHALL BE INDICATED BY DASHED LINES.

April 19, 2011

Mayor Jim Slowik
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

RE: ANNEXATION of GOLDIE ROAD

Dear Mayor Slowik and Council Members:

In early February, I and numerous other property owners involved in the Goldie Road Annexation process brought our concerns regarding annexation to you. At that same time we also shared those same concerns with Steve Powers, Paul Schmidt, and Mayor Slowik.

We met with staff twice in the evening, outside of their normal work hours, so they could address our concerns and so we could provide feedback. As I mentioned back in February our primary concerns were added taxes and fees such as the storm water fee. We asked for a fee structure similar to Island County's proposed fees.

We also had time to inquire about surrounding areas like Mount Vernon and Anacortes, which have competing businesses like those in the Goldie Road Annexation Area. Our research found that both cities had tiered rates such as the rates city staff will be recommending tonight.

It is important that you understand if the city intends to retain local businesses and attract new ones, it too must be competitive in the marketplace. Small businesses have a completely different business model than the large chain stores, and costs that seem everyday to chain stores are monumental to a small local business.

With that being said, I believe that the recommendation before the council tonight is sound and I support the Goldie Road Annexation.

In closing I would like to commend the efforts of Steve Powers, Paul Schmidt, and finally Mayor Slowik for their genuine efforts to create a workable solution to benefit all.

I regret that I was unable to be here tonight to deliver this message personally.

Sincerely,

Corey Johnson

Wayne Locke

FOR IMMEDIATE RELEASE

Contact: Julie McDowell, Health Promotion Supervisor, Association of Washington Cities, 360-753-4137, juliem@awcnet.org

Olympia, WA, April 12, 2011 – The City of Oak Harbor recently earned a WellCity Award from the Association of Washington Cities (AWC) Employee Benefit Trust, one of 82 cities receiving the award. The award is based on meeting stringent best practice standards in employee health promotion.

Award recipients receive a 2% premium discount on their Regence BlueShield or Asuris Northwest Health medical coverage for employee & spouses in 2012.

“While the 2% premium discount is a considerable motivation in times of strained budgets, the rewards go beyond the monetary savings.” said Mike McCarty, AWC CEO. “A city that works on employee health sees increases in productivity, morale and employee retention, and decreases in absenteeism and injuries,” McCarty said.

Founded in 1933, the Association of Washington Cities is a private, non-profit, non-partisan corporation that provides legislative representation, educational training, technical assistance, municipal liability insurance, health insurance and other services to Washington's cities and towns.

AWC's Employee Benefit Trust provides health benefits to over 15,000 city employees in Washington.

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City of Oak Harbor

OFFICE OF THE MAYOR
JIM SLOWIK
MAYOR



PROCLAMATION IN RECOGNITION OF

NATIONAL NURSES WEEK

With the Theme: "Nurses Trusted to Care"

WHEREAS, The nearly 2.9 million registered nurses in the United States comprise our nation's largest health care profession; and

WHEREAS, the depth and breadth of the registered nursing profession meets the different and emerging health care needs of the American population in a wide range of settings; and

WHEREAS, the American Nurses Association, as the voice for the registered nurses of this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventive health care; and

WHEREAS, a renewed emphasis on primary and preventive health care will require the better utilization of all of our nation's registered nursing resources; and

WHEREAS, professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospitalized patients; and

WHEREAS, that more qualified registered nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community.

NOW, THEREFORE, WE, Jim Slowik, Mayor, and Councilmembers of the City of Oak Harbor do hereby declare the week of **May 6 through 12, 2011** as **National Nurses Week** along with the American Nurses Association, Naval Hospital Oak Harbor and the NHOH Nurses Association in celebration of the ways in which registered nurses strive to provide safe and high quality patient care and map out the way to improve our health care system. We ask that all residents of this community join in honoring the registered nurses who care for all of us. That the residents of Oak Harbor celebrate the accomplishments and efforts of our registered nurses to improve our health care system and show our appreciation for the nation's registered nurses not just during this week, but at every opportunity throughout the year.

Signed this 3rd day of May, 2011


Jim Slowik, Mayor

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

Bill No. 2

Date: may 3, 2011

Subject: **PUBLIC COMMENTS**

FROM: **Jim Slowik, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:



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

SUMMARY STATEMENT

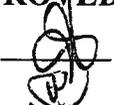
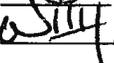
City Council will accept public comments for items not otherwise on the agenda for the first 15 minutes of the Council meeting. You may also speak to any of the consent agenda items.

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

Agenda Bill No. CJA 3A
Date: May 3, 2011
Subject: Noise Permit – Kiwanis Club –
Beachcomber’s Bazaar

FROM: Paul Schmidt, City Administrator 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from the Kiwanis Club of Oak Harbor for amplified sound associated with the upcoming Beachcomber’s Bazaar event.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

The Kiwanis Club of Oak Harbor has submitted a Noise Permit request for amplified sound associated with the Beachcomber’s event scheduled for Saturday, June 18, 2011. The request states the amplified sound will consist of music and announcements for the shoppers at the bazaar. It is anticipated the music will occur between the hours of 9:00 a.m. and 3:00 p.m.

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

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

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

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Organization: Kiwanis Club of Oak Harbor

Location of Event: Windjammer Park – Gazebo and surrounding area

Date of Event: Saturday, June 18, 2011

Hours of Operation: 9:00 a.m. – 3:00 p.m.

Permitted Noise: Amplified sound for music and announcements

Approval Conditions: Face speakers away from campground area.

Date of City Council
Approval:

Issued this day of May, 2011.

Karen Crouch, Special Events Coordinator

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

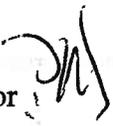
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City of Oak Harbor City Council Agenda Bill

Agenda Bill No. 1/A 3B

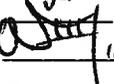
Date: May 3, 2011

Subject: Noise Permit – Oak Harbor
Assembly of God – Mission Emanuel

FROM: Paul Schmidt, City Administrator 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Jim Slowik, Mayor

 Doug Merriman, Finance Director

 Margery Hite, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from the Oak Harbor Assembly of God – Mission Emanuel church for amplified sound associated with a children's carnival.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

Oak Harbor Assembly of God – Mission Emanuel church has submitted a Noise Permit request for amplified sound associated with a carnival for children scheduled for Saturday, June 18, 2011. The request states the amplified sound will consist of a sound system for music and announcements. It is anticipated the music will occur between the hours of 10:00 a.m. and 5:00 p.m.

The Application was reviewed by Fire, Police, and Public Works Departments. As the event will not be held in Windjammer Park, the standard condition of approval to face the speakers away from the campground area does not apply.

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

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

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Organization: Oak Harbor Assembly of God –
Mission Emanuel

Location of Event: 319 3rd Avenue SW

Date of Event: Saturday, June 18, 2011

Hours of Operation: 10:00 a.m. – 5:00 p.m.

Permitted Noise: Amplified sound for music and
announcements

Approval Conditions: None – event not at Windjammer Park

Date of City Council
Approval:

Issued this day of May, 2011.

Karen Crouch, Special Events Coordinator

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

Please post this notice on site

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

Agenda Bill No. C/A 32
Date: May 3, 2011
Subject: Noise Permit – Relay for Life
of North Whidbey

FROM: Paul Schmidt, City Administrator 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to forward to City Council, for review and approval, a noise permit request received from the Relay for Life of North Whidbey for amplified sound associated with the annual Relay for Life event.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

The Relay for Life of North Whidbey has submitted a noise permit request for amplified sound associated with the annual Relay for Life event scheduled for June 3rd and 4th, 2011. This event is held at the North Whidbey Middle School athletic field on Highway 20 between the hours of 6:00 p.m. June 3rd to 2:00 p.m. June 4th. As in past years, the event will include amplified sound for announcements, guest speakers, activities, entertainment and music. In an effort to reduce the noise level for the surrounding neighborhood, this year the organizers will abide by the requirements of Chapter 6.56 of the Oak Harbor Municipal Code (Public Nuisance Noises) to reduce volume levels during the hours of 10:00 p.m. and 7:00 a.m. The customary luminary ceremony, which is normally held earlier in the evening, will be moved to 11:00 p.m. This memorial ceremony is very quiet as family members and friends light candles in memory and honor of their loved ones.

The application was reviewed by Fire, Police, and Public Works Departments. Conditions of approval for the permit will be to reduce the volume level for entertainment between the hours of 10:00 p.m. and 7:00 a.m., avoid live bands, and reduce the number of speaker banks.

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

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

ATTACHMENTS:

Noise permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Organization: Relay for Life of North Whidbey

Location of Event: North Whidbey Middle School Athletic Field on Highway 20

Dates of Event: June 3rd & 4th, 2011

Hours of Operation: June 3rd at 6:00 p.m. through June 4th at 2:00 p.m.

Permitted Noise: Amplified sound for music, entertainment and announcements

Approval Conditions: noise volume

1. Abide by OHMC 6.56 to reduce levels during the hours of 10:00 p.m. and 7:00 a.m.
2. Avoid loud bands.
3. Reduce the number of speaker banks.

Date of City Council Approval:

Issued this day of May, 2011.

Karen Crouch, Special Events Coordinator

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

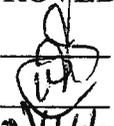
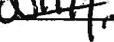
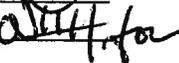
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**City of Oak Harbor
City Council Agenda Bill**

Agenda Bill No. O/A 30
Date: May 3, 2011
Subject: Noise Permit – Christ the King
Community Church

FROM: Paul Schmidt, City Administrator 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from Christ the King Community Church for amplified sound associated with an outdoor worship service and potluck.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

Christ the King Community Church has submitted a Noise Permit request for amplified sound associated with an outdoor worship service and potluck scheduled for Sunday, July 3, 2011. The request states the amplified sound will consist of a sound system for live music and announcements. It is anticipated the music will occur between the hours of 9:00 a.m. and 11:30 a.m.

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

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

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

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Organization: Christ the King Community Church

Location of Event: Windjammer Park – Kitchens A & B

Date of Event: Sunday, July 3, 2011

Hours of Operation: 9:00 a.m. – 11:30 a.m.

Permitted Noise: Amplified sound for live music and announcements

Approval Conditions: Face speakers away from campground area.

Date of City Council Approval:

Issued this day of May, 2011.

Karen Crouch, Special Events Coordinator

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

Please post this notice on site

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

Bill No. NA 38
Date: May 3, 2011
Subject: I-COM Lease - Renewal

FROM: Paul Schmidt, City Administrator 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to propose the renewal of the I-COM lease agreement for another five year term.

AUTHORITY

RCW 35A.11.020, paragraph 3, states: The legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law. By way of illustration and not in limitation, such powers may be exercised in regard to the acquisition, sale, ownership, improvement, maintenance, protection, restoration, regulation, use, leasing, disposition, vacation, abandonment or beautification of public ways, real property of all kinds, waterways, structures, or any other improvement or use of real or personal property, in regard to all aspects of collective bargaining as provided for and subject to the provisions of chapter 41.56 RCW, as now or hereafter amended, and in the rendering of local social, cultural, recreational, educational, governmental, or corporate services, including operating and supplying of utilities and municipal services commonly or conveniently rendered by cities or towns.

SUMMARY STATEMENT

The City of Oak Harbor approved a new lease for the I-COM facility on December 5, 2010. However, I-COM staff asked for further clarification on some maintenance items (primarily who is responsible for possible maintenance and replacement of the large skylights). After meeting and reviewing the contract terms, modifications were negotiated that better clarified responsibilities for both parties. The maintenance and replacement responsibility for the skylights remained with I-COM, as I-COM originally installed the skylights and they are considered a tenant improvement. No terms were modified; amended or changed that involved any monetary items or the length of the contract (see Exhibit B).

It is again recommended to execute this five year facility lease agreement with I-COM.

City of Oak Harbor City Council Agenda Bill

RECOMMENDED ACTION:

Authorize the Mayor to sign the proposed five year lease agreement with I-COM.

ATTACHMENTS:

1. Exhibit A – Lease Agreement with I-COM.
2. Exhibit B – Working draft copy with changes

MAYOR'S COMMENTS:

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

LEASE AGREEMENT

GRANTOR: City of Oak Harbor
GRANTEE: Island County Emergency Services Communication Center (I-COM)
PARCEL#: R13202-319-2800

LEGAL DESCRIPTION: That portion of the Public Safety Building which was formerly the fire station and is further designated as: (See Exhibit "A" for complete legal description)

This Agreement is made and entered into on the _____ day of _____, 2011, between the CITY OF OAK HARBOR, a municipal corporation of the State of Washington, located in Island County, herein referred to as "Lessor", and ISLAND COUNTY EMERGENCY SERVICES COMMUNICATIONS CENTER, herein referred to as "Lessee".

In consideration of the mutual covenants herein set out, the parties agree as follows:

1. Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises described in Section 1 constituting a portion of the building ("Building") located on the Property legally described on Exhibit "A" hereto.
2. Term. The term of this lease begins on January 1, 2011 and continues for a five (5) year period, expiring on December 31, 2015.
 - 2.1 Renewal Option. Lessee shall have, and is hereby given an option to extend the term hereof for an additional period of five (5) years under the same terms and conditions contained in this lease PROVIDED that the city council approves and accepts the Lessee's exercise of its option by council action prior to the expiration of the initial term. Lessor expressly reserves the right of the city council to deny the extension of the lease term for reasons deemed sufficient by the city council which include but are not limited to the City's need to use the leasehold premises for other purposes.

Such option may be exercised by Lessee only (i) upon notice in writing to Lessor not earlier than one (1) year, and not later than six (6) months prior to the end of the preceding term; (ii) if Lessee is not then in default hereunder; and (iii) if the preceding term has not theretofore been terminated.

3. Rent. For purposes of rent calculation, the parties agree that the premises consist of 4,200 square feet of building space.
 - 3.1 Monthly Rent. Beginning January 1, 2011, the Lessee shall pay Lessor monthly rent at the rate of Forty-eight Cents (\$0.48) per square foot. During the Term, Lessee shall pay to Lessor the Monthly Rent adjusted as set forth below, without notice or demand, at the address to which notices to Lessor are to be given. Lessee shall pay Monthly Rent to Lessor, without deduction or offset, in advance on or before the fifteenth day of each month of the Term, except that Base Monthly Rent for the first month or any portion thereof shall be paid on or before the date the Term commences.
 - 3.2 Monthly Rent Adjustment Based on CPI.
 - 3.2.1 Monthly Rent will be adjusted as of the effective dates every January 1st of the term of this Lease by using the Consumer Price Index for All Urban Consumers for the Seattle Metropolitan area (the "CPI-U"). The percentage of change, if any, will be determined based on the CPI-U semi-annual figure and will be added to the initial Monthly Rent amount set out above as the annual adjustment.
4. Personal Property Taxes, Rent Taxes and Other Taxes. Lessee shall pay all taxes, charges and other governmental impositions assessed against or levied upon Lessee's fixtures, furnishings, equipment and personal property located in the Premises prior to delinquency. Whenever possible, Lessee shall cause such items to be assessed and billed separately from Lessor's property. In the event such items are billed with Lessor's property, Lessee shall pay Lessor Lessee's share of such governmental impositions within thirty (30) days of request by Lessor. Lessee shall pay any rent tax, sales tax, value added tax, or other tax currently applicable or which becomes applicable in the future, to the Rent.
5. Use of Premises.
 - 5.1 Permitted Use. Lessee shall use the Premises exclusively for the purpose of providing dispatch and related services to entities as authorized by law. Such use shall conform to applicable City ordinances and state and federal law and Lessee agrees that by taking possession of the Premises, Lessee has determined to its satisfaction that the Premises can be used for that purpose. Lessee waives any right to terminate this Lease if the Premises cannot be used for that

purpose. The Premises may not be used for any other purpose without Lessor's prior written consent.

- 5.2 Restrictions on Use. Lessee may not use or occupy the Premises or the Property in violation of any law, ordinance, regulation or the certificate of occupancy issued for the Property, and may not do, bring, or keep anything in or about the Premises that will cause an increased premium for or the cancellation of any insurance covering the Property. If Lessee does cause any such increase in insurance premiums, Lessee shall pay or reimburse Lessor for the entire amount thereof, without regard to whether Lessor elects to terminate this Lease as a result of Lessee's unauthorized use of the Premises. Lessee may not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to other Lessees in the Property, nor may Lessee do anything that will cause damage to the Property. Lessee may not place any signs, symbols, drapes or other materials in windows or other openings or in interior hallways or on the exterior of the Premises without prior written approval from Lessor. Lessee may not permit floor loading in excess of the pounds per square foot limitation, if any, which Lessor notifies Lessee is the maximum permissible for the Premises.
6. Lessee Maintenance. By taking possession of the Premises, Lessee accepts the Premises as being in good and sanitary order, condition and repair. Lessee shall, at its expense, clean, maintain and keep the Premises and all appurtenances, including, without limitation, carpet, wall coverings, signs, windows, doors, skylights, water pipes, electrical systems, outside area lighting, heating and air conditioning equipment, plumbing, fixtures, appliances, utility lines and other fixtures, equipment, improvements and systems utilized by Lessee, and shall keep the premises in "first class" condition and repair throughout the Term. The Lessee shall maintain the immediate approaches and sidewalks clean and sightly (including policing the grounds), free from ice and snow and from fire hazard and any other nuisance. At the expiration of the term, Lessee shall surrender the premises broom clean, in as good condition as the reasonable use thereof will permit. All damage or injury to the leased premises not caused by fire and other casualty, as set forth in Paragraph 13 hereof, and all damage to glass shall be promptly repaired by Lessee.

Lessor shall keep in repair the roof, exterior walls, gutters, and downspouts of the part of the building leased under this Agreement, except as to damage arising from the negligence of Lessee which shall be the sole responsibility of the Lessee, but nothing herein shall be construed as requiring Lessor to repair any front doors, the interior, or glass in windows or doors. Any repairs, renovations, or modifications of the building must be approved by the City Administrator as well as comply with applicable federal, state and local law. Lessee shall be responsible for obtaining all permits required by law.

All building repairs, alterations, additions, improvements, installation, equipment, and fixtures, by whomsoever installed or erected (except such equipment and fixtures belonging to Lessee that can be removed without damage to or leaving incomplete the premises or building) shall belong to Lessor and remain on and be surrendered with the premises as a part thereof, at the expiration of this lease or any extension thereof.

All communications systems purchased and installed by Lessee shall remain property of the Lessee per Interlocal Agreement.

7. Utilities. Lessee shall be responsible for all utility costs to provide water, sewer, storm sewer and solid waste to the Island County Emergency Services Communication Center; provided the Lessor and Lessee agree to split the solid waste cost at 2/3rd's Lessor and 1/3rd Lessee for a three (3) yard dumpster serviced once a week.
8. Communication Tower. It is understood the communication tower currently situated on the Lessor's property is the sole responsibility of the Lessee for maintenance, repair, replacement and eventual removal.
9. Power Generator. It is understood the power generator currently situated on the Lessor's property is the sole responsibility of the Lessee for maintenance, repair, replacement and eventual removal.
10. Liens. Lessee shall keep the Premises and the real property upon which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. Lessor has the right at all reasonable times to post any notices on the Premises which it deems necessary for Lessor's protection from such liens. If any such liens are filed, Lessor may, without waiting its rights and remedies for breach, and without releasing Lessee from any of its obligations hereunder, require Lessee to post security in form and amount reasonably satisfactory to Lessor or cause such liens to be released by any means Lessor deems proper, including payment in satisfaction of the claim giving rise to the lien. Lessee shall pay to Lessor upon demand any sum paid by Lessor to remove the liens, together with interest from the date of payment by Lessor, at the lesser of 1-1/2% per month or the maximum rate permissible by law.
11. Indemnification and Exculpation of Lessor. Lessee shall indemnify, defend, and hold Lessor harmless from all claims arising from Lessee's use of the Premises or the conduct of its business, or from any activity, work or thing done, permitted or suffered by Lessee in or about the Premises or the Property. Lessee shall further indemnify, defend, and hold Lessor harmless from all claims, liabilities, costs, attorneys' fees and expenses arising from any breach or default in the performance of any obligation to be performed by Lessee under the terms of this Lease, or arising from any act or omission of Lessee or of its agents or employees. Lessee's obligation to indemnify Lessor under this section includes an obligation to indemnify for losses resulting from death or immunities it now has or hereafter may have under any Industrial Insurance Act, or

other worker's compensation, disability benefit or other similar act which would otherwise be applicable in the case of such a claim. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense, by counsel approved in writing by Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of and waives any claims Lessee might have in respect to damage to property or injury to persons in, upon or about the Premises from any cause whatsoever, except that which is caused by Lessor's gross negligence.

12. Insurance. The Lessee 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 Lessee's operation and use of the leased Premises.

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

12.1.1 Minimum Scope of Insurance. Lessee shall obtain insurance of the types described below:

12.1.1.1 General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Lessee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

12.1.1.2 Property insurance shall be written on an all risk basis.

12.1.2 Minimum Amounts of Insurance. Lessee shall maintain the following insurance limits:

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

12.1.2.2 Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

- 12.1.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for General Liability insurance:
- 12.1.3.1 The Lessee's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.
- 12.1.3.2 The Lessee'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.
- 12.1.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 12.1.5 Verification of Coverage. Lessee 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 Lessee.
- 12.1.6 Waiver of Subrogation. Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
- 12.1.7 City's Property Insurance. City shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for their full replacement value without any coinsurance provisions.
13. Destruction. In the event the Premises are destroyed or injured by fire or earthquake or other casualty, to the extent that they are untenable in whole or in part, then Lessor may, at Lessor's option, proceed with reasonable diligence to build and restore said Premises or such part thereof, provided that within sixty (60) days after such destruction or injury, Lessor shall notify Lessee in writing of Lessor's intention to do so. During the period from destruction or damage to restoration, Rent will be abated in the same ratio as that portion of the Premises which Lessor determines is unfit for occupancy bears to the whole Premises.

14. Assignment, Subletting and Succession. Lessee may not assign or sublet this Lease or the Premises, or any part of either, without first obtaining Lessor's written consent. This Lease is not assignable by operation of law.
15. Defaults - Remedies.
- 15.1 Default by Lessee. The occurrence of any one or more of the following events constitutes a default under this Lease by Lessee:
- 15.1.1 Vacation or abandonment of the Premises;
- 15.1.2 Failure by Lessee to make any payment of Rent when due, or failure to make any other payment required hereunder when due when that failure continues for a period of five (5) days after written notice from Lessor;
- 15.1.3 Failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease, other than the making of any payment, where that failure continues for a period of thirty (30) days after written notice from Lessor; provided, that if the nature of Lessee's obligation is such that more than thirty (30) days are reasonably required for cure, Lessee will not be in default if Lessee commences to cure within thirty (30) days of Lessor's notice and thereafter diligently pursues completion and completes performance within a reasonable time;
- 15.1.4 Lessee's failure to comply with the same Lease term or covenant on three occasions during the Term, even if such breach is cured within the applicable cure period.
- 15.2 Remedies. In the event of any default, Lessor may at any time, without waiving or limiting any other right or remedy, re-enter and take possession of the Premises, terminate this Lease, accelerate all Rent payments due hereunder which payments will then become immediately due and payable, or pursue any other remedy allowed by law. Lessee shall pay Lessor the costs of recovering possession of the Premises, the expenses of re-letting, and any other costs or damages arising out of Lessee's default. Notwithstanding any re-entry or termination, Lessee will remain liable for all sums Lessee is obligated to pay hereunder for the balance of the Term, and Lessee shall compensate Lessor for any deficiency arising from re-letting the Premises, provided, however, that Lessor shall use reasonable efforts to mitigate its damages. Unless the Lessor elects to accelerate the Rent owed hereunder, Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor.

- 15.3 Default by Lessor. Lessor will not be in default unless Lessor's failure to perform an obligation within thirty (30) days after notice by Lessee, which notice must specify the alleged breach; provided, that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for cure, Lessor will not be in default if Lessor commences to cure within thirty (30) days of Lessee's notice and thereafter diligently pursues completion and completes performance within a reasonable time.
16. Waiver. Failure of Lessor to promptly enforce its rights hereunder will not waive such rights. Lessor's acceptance of Rent subsequent to a Lessee breach will not waive such breach.
17. Access. Lessor may enter the Premises at all times to: inspect, provide Services required hereunder; post notices of non-responsibility; or, alter, improve or repair the Premises or any other portion of the Property, all without being deemed a constructive eviction. Lessee shall ensure that Lessor at all times has a key with which to unlock all doors and gates in the Premises, excluding Lessee's vaults and safes. No re-keying of doors or gates may be done without Lessor's prior written approval. Lessor has the right to use any and all means that Lessor deems proper to open doors and gates in an emergency in order to obtain entry to the Premises.
18. Prior Agreements. This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in the Lease, and no prior agreement, letter of intent or understanding pertaining to any such matter will be effective for any purpose. No provisions of this Lease may be amended or added to, except by an agreement in writing signed by the parties or their respective successors in interest.
19. Americans with Disabilities Act. Within ten (10) days after receipt, Lessee shall advise Lessor in writing, and provide Lessor with copies of (as applicable)(a) any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Premises; (b) any claims made or threatened in writing regarding non-compliance with the ADA and relating to any portion of the Premises; or (c) any governmental or regulatory actions or investigations instituted or threatened regarding non-compliance with the ADA and relating to any portion of the Premises.
20. Surrender of Premises. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, will not work a merger, and will, at the option of Lessor, operate as an assignment to it of any or all subleases or subtenancies. Upon the expiration or earlier termination of this Lease, Lessee shall peaceably surrender the Premises and all of the alterations and additions thereto, leave the Premises broom clean, in as good order, repair and condition as was provided to Lessee on the Commencement Date, reasonable wear and tear excepted, and Lessee shall comply with the provisions of Sections 9 and 10. The delivery of keys to any employee of Lessor or to Lessor's agent or any employee thereof shall not be sufficient to constitute a termination of this Lease or a surrender of the Premises.

EXHIBIT "A"

That portion of the Public Safety Building which was formerly the fire station and is further designated as:

Located on that portion of the CW Sumner Donation Land Claim and the Z Martin Taftzon Donation Land Claim in Section 2, Township 32 North, Range 1 East, WM Island County, Washington, lying South of 400 Avenue West, West of 30 Northwest Street, North of 300 Avenue West, and East of Tract B of City of Oak Harbor Boundary Line Adjustment No. 8-84 as approved September 25, 1984, and recorded September 25, 1984, in Volume 1 of Short Plats, page 288, under Auditor's File No. 84003599, records of Island County.

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

LEASE AGREEMENT

GRANTOR: City of Oak Harbor
GRANTEE: Island County Emergency Services Communication Center (I-COM)
PARCEL#: R13202-319-2800

LEGAL DESCRIPTION: That portion of the Public Safety Building which was formerly the fire station and is further designated as: (See Exhibit "A" for complete legal description)

This Agreement is made and entered into on the _____ day of _____, 2010~~1~~, between the CITY OF OAK HARBOR, a municipal corporation of the State of Washington, located in Island County, herein referred to as "Lessor", and ISLAND COUNTY EMERGENCY SERVICES COMMUNICATIONS CENTER, herein referred to as "Lessee".

In consideration of the mutual covenants herein set out, the parties agree as follows:

1. Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises described in Section 1 constituting a portion of the building ("Building") located on the Property legally described on Exhibit "A" hereto.

2. Term. The term of this lease begins on January 1, 2011 and continues for a five (5) year period, expiring on December 31, 2015.

2.1 Renewal Option. Lessee shall have, and is hereby given an option to extend the term hereof for an additional period of five (5) years under the same terms and conditions contained in this lease PROVIDED that the city council approves and accepts the Lessee's exercise of its option by council action prior to the expiration of the initial term. Lessor expressly reserves the right of the city council to deny the extension of the lease term for reasons deemed sufficient by the city council which include but are not limited to the City's need to use the leasehold premises for other purposes.

Such option may be exercised by Lessee only (i) upon notice in writing to Lessor not earlier than one (1) year, and not later than six (6) months prior to the end of the preceding term; (ii) if Lessee is not then in default hereunder; and (iii) if the preceding term has not theretofore been terminated.

3. Rent. For purposes of rent calculation, the parties agree that the premises consist of 4,200 square feet of building space.
 - 3.1 Monthly Rent. Beginning January 1, 2011, the Lessee shall pay Lessor monthly rent at the rate of Forty-eight Cents (\$0.48) per square foot. During the Term, Lessee shall pay to Lessor the Monthly Rent adjusted as set forth below, without notice or demand, at the address to which notices to Lessor are to be given. Lessee shall pay Monthly Rent to Lessor, without deduction or offset, in advance on or before the ~~first~~fifteenth day of each month of the Term, except that Base Monthly Rent for the first month or any portion thereof shall be paid on or before the date the Term commences.
 - 3.2 Monthly Rent Adjustment Based on CPI.
 - 3.2.1 Monthly Rent will be adjusted as of the effective dates every January 1st of the term of this Lease by using the Consumer Price Index for All Urban Consumers for the Seattle Metropolitan area (the "CPI-U"). The percentage of change, if any, will be determined based on the CPI-U semi-annual figure and will be added to the initial Monthly Rent amount set out above as the annual adjustment.
4. Personal Property Taxes, Rent Taxes and Other Taxes. Lessee shall pay all taxes, charges and other governmental impositions assessed against or levied upon Lessee's fixtures, furnishings, equipment and personal property located in the Premises prior to delinquency. Whenever possible, Lessee shall cause such items to be assessed and billed separately from Lessor's property. In the event such items are billed with Lessor's property, Lessee shall pay Lessor Lessee's share of such governmental impositions within thirty (30) days of request by Lessor. Lessee shall pay any rent tax, sales tax, value added tax, or other tax currently applicable or which becomes applicable in the future, to the Rent.
5. Use of Premises.
 - 5.1 Permitted Use. Lessee shall use the Premises exclusively for the purpose of providing dispatch and related services to entities as authorized by law. Such use shall conform to applicable City ordinances and state and federal law and Lessee agrees that by taking possession of the Premises, Lessee has determined to its satisfaction that the Premises can be used for that purpose. Lessee waives any right to terminate this Lease if the Premises cannot be used for that

purpose. The Premises may not be used for any other purpose without Lessor's prior written consent.

5.2 Restrictions on Use. Lessee may not use or occupy the Premises or the Property in violation of any law, ordinance, regulation or the certificate of occupancy issued for the Property, and may not do, bring, or keep anything in or about the Premises that will cause an increased premium for or the cancellation of any insurance covering the Property. If Lessee does cause any such increase in insurance premiums, Lessee shall pay or reimburse Lessor for the entire amount thereof, without regard to whether Lessor elects to terminate this Lease as a result of Lessee's unauthorized use of the Premises. Lessee may not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to other Lessees in the Property, nor may Lessee do anything that will cause damage to the Property. Lessee may not place any signs, symbols, drapes or other materials in windows or other openings or in interior hallways or on the exterior of the Premises without prior written approval from Lessor. Lessee may not permit floor loading in excess of the pounds per square foot limitation, if any, which Lessor notifies Lessee is the maximum permissible for the Premises.

6. Lessee Maintenance. By taking possession of the Premises, Lessee accepts the Premises as being in good and sanitary order, condition and repair. Lessee shall, at its expense, clean, maintain and keep the Premises and all appurtenances, including, without limitation, carpet, wall coverings, signs, windows, doors, skylights, water pipes, electrical systems, outside area lighting, heating and air conditioning equipment, plumbing, fixtures, appliances, utility lines and other fixtures, equipment, and improvements and systems utilized by Lessee, and shall keep the premises in "first class" condition and repair throughout the Term. The Lessee shall maintain the immediate approaches and sidewalks clean and sightly (including policing the grounds), free from ice and snow and from fire hazard and any other nuisance. At the expiration of the term, Lessee shall surrender the premises broom clean, in as good condition as the reasonable use thereof will permit. All damage or injury to the leased premises not caused by fire and other casualty, as set forth in Paragraph 13 hereof, and all damage to glass shall be promptly repaired by Lessee.

Lessor shall keep in repair the roof, exterior walls, gutters, and downspouts of the part of the building leased under this Agreement, except as to damage arising from the negligence of Lessee which shall be the sole responsibility of the Lessee, but nothing herein shall be construed as requiring Lessor to repair any front doors, the interior, or glass in windows or doors. Any repairs, renovations, or modifications of the building must be approved by the City Administrator as well as comply with applicable federal, state and local law. Lessee shall be responsible for obtaining all permits required by law.

All building repairs, alterations, additions, improvements, installation, equipment, and fixtures, by whomsoever installed or erected (except such equipment and fixtures belonging to Lessee that can be removed without damage to or leaving incomplete the premises or building) shall belong to Lessor and remain on and be surrendered with the premises as a part thereof, at the expiration of this lease or any extension thereof.

All communications systems purchased and installed by Lessee shall remain property of the Lessee per Interlocal Agreement.

7. Utilities. Lessee shall be responsible for all utility costs to provide water, sewer, storm sewer and solid waste to the Island County Emergency Services Communication Center; provided the Lessor and Lessee agree to split the solid waste cost at 2/3rd's Lessor and 1/3rd Lessee for a three (3) yard dumpster serviced once a week.

8. Communication Tower. It is understood the communication tower currently situated on the Lessor's property is the sole responsibility of the Lessee for maintenance, repair, replacement and eventual removal.

9. Power Generator. It is understood the power generator currently situated on the Lessor's property is the sole responsibility of the Lessee for maintenance, repair, replacement and eventual removal.

710. Liens. Lessee shall keep the Premises and the real property upon which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. Lessor has the right at all reasonable times to post any notices on the Premises which it deems necessary for Lessor's protection from such liens. If any such liens are filed, Lessor may, without waiting its rights and remedies for breach, and without releasing Lessee from any of its obligations hereunder, require Lessee to post security in form and amount reasonably satisfactory to Lessor or cause such liens to be released by any means Lessor deems proper, including payment in satisfaction of the claim giving rise to the lien. Lessee shall pay to Lessor upon demand any sum paid by Lessor to remove the liens, together with interest from the date of payment by Lessor, at the lesser of 1-1/2% per month or the maximum rate permissible by law.

811. Indemnification and Exculpation of Lessor. Lessee shall indemnify, defend, and hold Lessor harmless from all claims arising from Lessee's use of the Premises or the conduct of its business, or from any activity, work or thing done, permitted or suffered by Lessee in or about the Premises or the Property. Lessee shall further indemnify, defend, and hold Lessor harmless from all claims, liabilities, costs, attorneys' fees and expenses arising from any breach or default in the performance of any obligation to be performed by Lessee under the terms of this Lease, or arising from any act or omission of Lessee or of its agents or employees. Lessee's obligation to indemnify Lessor under this section includes an obligation to indemnify for losses resulting from death or immunities it now has or hereafter may have under any Industrial Insurance Act, or

other worker's compensation, disability benefit or other similar act which would otherwise be applicable in the case of such a claim. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense, by counsel approved in writing by Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of and waives any claims Lessee might have in respect to damage to property or injury to persons in, upon or about the Premises from any cause whatsoever, except that which is caused by Lessor's gross negligence.

| 912. Insurance. The Lessee 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 Lessee's operation and use of the leased Premises.

| 912.1 No Limitation. Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

| 912.1.1 Minimum Scope of Insurance. Lessee shall obtain insurance of the types described below:

| 912.1.1.1 General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Lessee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

| 912.1.1.2 Property insurance shall be written on an all risk basis.

| 912.1.2 Minimum Amounts of Insurance. Lessee shall maintain the following insurance limits:

| 912.1.2.1 General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate.

| 912.1.2.2 Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

| 912.1.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for General Liability insurance:

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

912.1.3.2 The Lessee'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.

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

912.1.5 Verification of Coverage. Lessee 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 Lessee.

912.1.6 Waiver of Subrogation. Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

912.1.7 City's Property Insurance. City shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for their full replacement value without any coinsurance provisions.

1013. Destruction. In the event the Premises are destroyed or injured by fire or earthquake or other casualty, to the extent that they are untenable in whole or in part, then Lessor may, at Lessor's option, proceed with reasonable diligence to build and restore said Premises or such part thereof, provided that within sixty (60) days after such destruction or injury, Lessor shall notify Lessee in writing of Lessor's intention to do so. During the period from destruction or damage to restoration, Rent will be abated in the same ratio as that portion of the Premises which Lessor determines is unfit for occupancy bears to the whole Premises.

114. Assignment, Subletting and Succession. Lessee may not assign or sublet this Lease or the Premises, or any part of either, without first obtaining Lessor's written consent. This Lease is not assignable by operation of law.

1215. Defaults - Remedies.

1215.1 Default by Lessee. The occurrence of any one or more of the following events constitutes a default under this Lease by Lessee:

1215.1.1 Vacation or abandonment of the Premises;

1215.1.2 Failure by Lessee to make any payment of Rent when due, or failure to make any other payment required hereunder when due when that failure continues for a period of 5 days after written notice from Lessor;

1215.1.3 Failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease, other than the making of any payment, where that failure continues for a period of thirty (30) days after written notice from Lessor; provided, that if the nature of Lessee's obligation is such that more than thirty (30) days are reasonably required for cure, Lessee will not be in default if Lessee commences to cure within thirty (30) days of Lessor's notice and thereafter diligently pursues completion and completes performance within a reasonable time;

1215.1.4 Lessee's failure to comply with the same Lease term or covenant on three occasions during the Term, even if such breach is cured within the applicable cure period.

1215.2 Remedies. In the event of any default, Lessor may at any time, without waiving or limiting any other right or remedy, re-enter and take possession of the Premises, terminate this Lease, accelerate all Rent payments due hereunder which payments will then become immediately due and payable, or pursue any other remedy allowed by law. Lessee shall pay Lessor the costs of recovering possession of the Premises, the expenses of re-letting, and any other costs or damages arising out of Lessee's default. Notwithstanding any re-entry or termination, Lessee will remain liable for all sums Lessee is obligated to pay hereunder for the balance of the Term, and Lessee shall compensate Lessor for any deficiency arising from re-letting the Premises, provided, however, that Lessor shall use reasonable efforts to mitigate its damages. Unless the Lessor elects to accelerate the Rent owed hereunder, Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor.

1215.3 Default by Lessor. Lessor will not be in default unless Lessor's failure to perform an obligation within thirty (30) days after notice by Lessee, which notice must specify the alleged breach; provided, that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for

cure, Lessor will not be in default if Lessor commences to cure within thirty (30) days of Lessee's notice and thereafter diligently pursues completion and completes performance within a reasonable time.

- | ~~13~~16. Waiver. Failure of Lessor to promptly enforce its rights hereunder will not waive such rights. Lessor's acceptance of Rent subsequent to a Lessee breach will not waive such breach.
- | ~~14~~17. Access. Lessor may enter the Premises at all times to: inspect, provide Services required hereunder; post notices of non-responsibility; or, alter, improve or repair the Premises or any other portion of the Property, all without being deemed a constructive eviction. Lessee shall ensure that Lessor at all times has a key with which to unlock all doors and gates in the Premises, excluding Lessee's vaults and safes. No re-keying of doors or gates may be done without Lessor's prior written approval. Lessor has the right to use any and all means that Lessor deems proper to open doors and gates in an emergency in order to obtain entry to the Premises.
- | ~~15~~18. Prior Agreements. This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in the Lease, and no prior agreement, letter of intent or understanding pertaining to any such matter will be effective for any purpose. No provisions of this Lease may be amended or added to, except by an agreement in writing signed by the parties or their respective successors in interest.
- | ~~16~~19. Americans with Disabilities Act. Within ten (10) days after receipt, Lessee shall advise Lessor in writing, and provide Lessor with copies of (as applicable)(a) any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Premises; (b) any claims made or threatened in writing regarding non-compliance with the ADA and relating to any portion of the Premises; or (c) any governmental or regulatory actions or investigations instituted or threatened regarding non-compliance with the ADA and relating to any portion of the Premises.
- | ~~17~~20. Surrender of Premises. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, will not work a merger, and will, at the option of Lessor, operate as an assignment to it of any or all subleases or subtenancies. Upon the expiration or earlier termination of this Lease, Lessee shall peaceably surrender the Premises and all of the alterations and additions thereto, leave the Premises broom clean, in as good order, repair and condition as was provided to Lessee on the Commencement Date, reasonable wear and tear excepted, and Lessee shall comply with the provisions of Sections 9 and 10. The delivery of keys to any employee of Lessor or to Lessor's agent or any employee thereof shall not be sufficient to constitute a termination of this Lease or a surrender of the Premises.
- | ~~18~~21. Severability. Any provision of this Lease which proves to be invalid, void or illegal will in no way affect, impair, or invalidate any other provision hereof, and such other provisions will remain in full force and effect.

- | ~~1922~~. Governing Law; Venue. This Lease is to be governed by and construed in accordance with the laws of the State of Washington. Lessor and Lessee hereby agree that venue of any action between parties relating to this Lease will be in Island County, Washington.

- | ~~2023~~. Hazardous Substances. Lessee shall not generate, handle, store, or dispose of any Hazardous Substance on, under, or in the Premises, the Property, or the real property upon which the remises are situated. As used herein, the term "Hazardous Substance" means any hazardous, toxic, or dangerous substance, waste, or material, which is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination, or cleanup. Lessee agrees to hold harmless, protect, indemnify, and defend Lessor from and against any damage, loss, claim, or liability resulting from any breach of this covenant, including any attorneys' fees and costs incurred. This indemnity will survive the termination of this Lease, whether by expiration of the Term or otherwise.

CITY OF OAK HARBOR

By _____
 Jim Slowik, Mayor

STATE OF WASHINGTON)
) ss:
 COUNTY OF ISLAND)

THIS IS TO CERTIFY that on this _____ day of _____, _____, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Jim Slowik, to me known to be the Mayor of the City of Oak Harbor, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the City of Oak Harbor 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.

 Print: _____
 NOTARY PUBLIC in and for the State of
 Washington, residing in _____
 Commission expires: _____

EXHIBIT "A"

That portion of the Public Safety Building which was formerly the fire station and is further designated as:

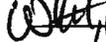
Located on that portion of the CW Sumner Donation Land Claim and the Z Martin Taftezon Donation Land Claim in Section 2, Township 32 North, Range 1 East, WM Island County, Washington, lying South of 400 Avenue West, West of 30 Northwest Street, North of 300 Avenue West, and East of Tract B of City of Oak Harbor Boundary Line Adjustment No. 8-84 as approved September 25, 1984, and recorded September 25, 1984, in Volume 1 of Short Plats, page 288, under Auditor's File No. 84003599, records of Island County.

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

Bill No. CJA 3F
Date: May 3, 2011
Subject: Authorization to bid gate security
system for the marina

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill seeks authorization to advertise to solicit bids for the purchase and installation of a gate security system for the marina.

AUTHORITY

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

SUMMARY STATEMENT

Included in the 2011-2012 biennial budget is the purchase and installation of a gate security system for the marina not to exceed \$45,000.00.

The Oak Harbor Marina is a public marina in which private boats reside. It has been a challenge for staff to keep the two uses separate due to lack of security methods. The marina consists of a main walkway, docks A – F and S dock which is near the fuel dock. Currently, everyone coming to the marina by land or by water has access to all docks and boats. There are no security measures in place other than an antiquated gate card reader system at the main gate that does not collect any information necessary to track those that have come and gone from the marina.

In order to correct these issues, staff is proposing to purchase and install a gate security system on docks A – E with cards and readers that are programmable. In addition, staff is requesting to add the same cards and readers to the main gate, laundry room and restrooms in building #2 for added security.

The marina office would be able to program and track the individual cards allowing only marina customers with boats on the individual docks access. The addition of the new gates and card readers would help the marina staff manage the public and private challenges by restricting the public from going down docks A – E, but still allow access to the main walkway and F dock.

Pending Council authorization, City staff is ready to pursue competitive bidding for this acquisition.

STANDING COMMITTEE REPORT

The Public Works Standing Committee reviewed this item at their meeting on April 7, 2011.

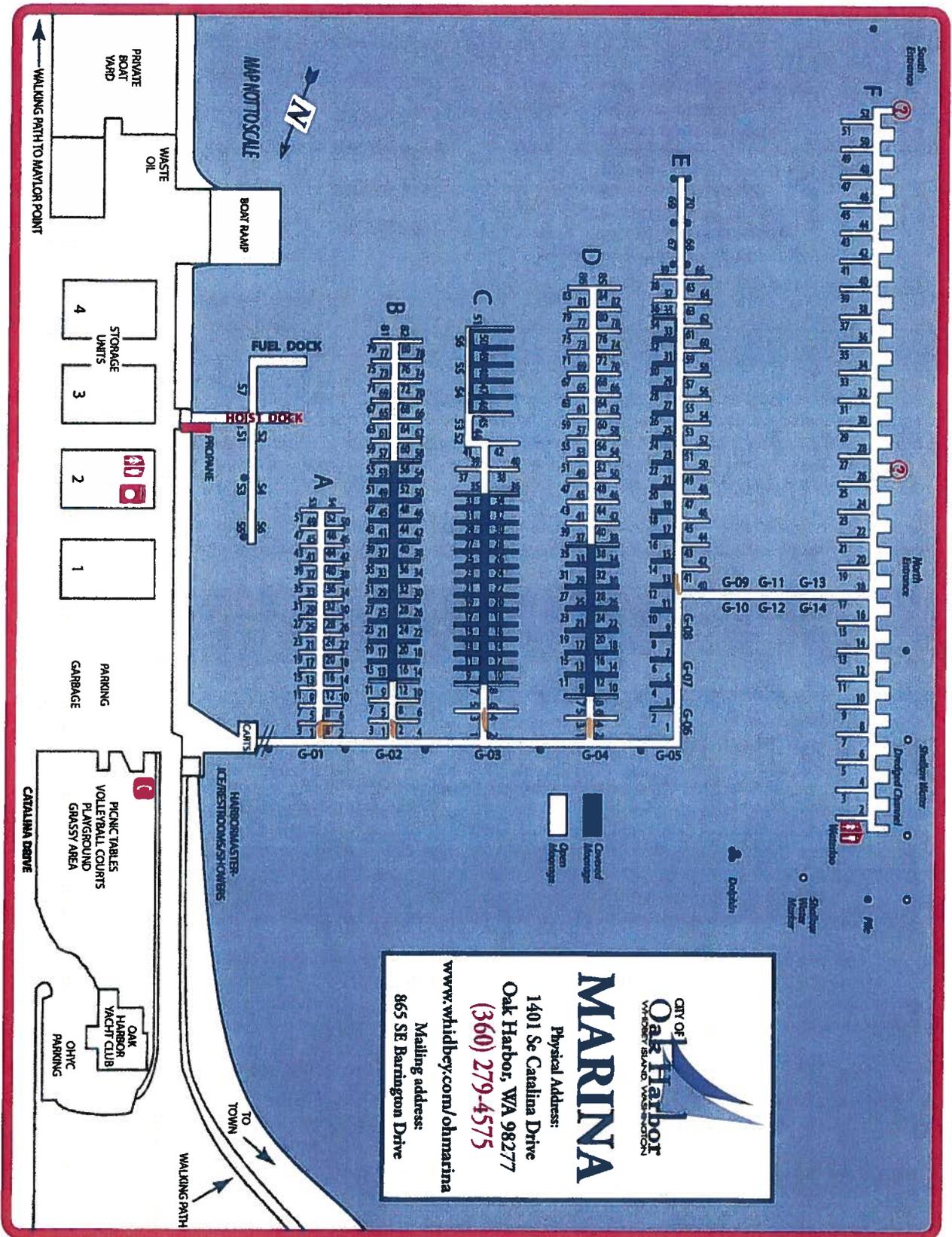
RECOMMENDED ACTION

A motion authorizing staff to proceed with advertisement to solicit bids for the purchase and installation of a gate security system for the Marina.

ATTACHMENTS

Diagram of security gate locations.

MAYOR'S COMMENTS





CITY OF OAK HARBOR
 WADESBY ISLAND WASHINGTON
MARINA
 Physical Address:
 1401 Se Catalina Drive
 Oak Harbor, WA 98277
 (360) 279-4575
www.whidbey.com/ohmarina
 Mailing address:
 865 SE Barrington Drive

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

Bill No. CA 3G
Date: May 3, 2011
Subject: Bid Award – Pump Out Boat

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to award the bid for one pump out boat to William E. Munson Company in the amount of \$55,450.34.

AUTHORITY

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

SUMMARY STATEMENT

The marina currently uses a 1976 Orca flat bottom river boat for its day to day operations. This boat came to marina in 1979 and was aptly named the Acorn. Over the years the Acorn has served the marina and its customers very well. It has been repowered several times and had many customizations made to the original configuration and layout.

The Acorn is an integral part of the day to day marina operation and maintenance plan. The staff uses the Acorn to move people, equipment, and push and pull when needed and to tow boats. The Acorn has also occasionally been used to respond to boats and people in need of help out in the bay and channel.

Over the past several years the Acorn has started to show its age and has begun to fail the marina staff and its customers. The hull leaks from both the bottom and top, thus saturating the foam filling in-between the hull and deck. The electrical system is continually shorting out due to these leaks. The Acorn had two motors on it for increased power and maneuverability. About a year ago, one motor seized leaving only one motor that operates at less than 50% of what it should. Due to all of these issues and for safety reasons, the staff has limited how and where they use the Acorn.

The marina staff has looked into having the Acorn repaired and restored to a usable vessel. Unfortunately, the cost far exceeds the value of the boat.

On February 4, 2011, the City received a grant from the Washington State Parks and Recreation Commission. This grant provides funding for the installation of boat sewage disposal equipment and operation and maintenance. The only stipulation is that the equipment must be purchased no later than June 30, 2011. The grant funds received are in the amount of \$88,500.00.

The boat will be used primarily as a pump out boat for sewage pump out, and secondarily as a marina work boat.

The invitation for bids was advertised in the Daily Journal of Commerce and Whidbey New Times.

Amount of the Bids: Staff received and opened two sealed bids on April 1, 2011. The bid totals are tabulated below:

Vendor	Unit Price	Sales Tax	Grand Total
William E. Munson Company	\$51,248.00	\$4,202.33	\$55,450.34
Lee Shore Boats	\$72,960.00	\$6,128.64	\$79,088.64

Staff reviewed the bid prices and is knowledgeable of the qualifications and experience of the low bidder.

It is recommended that the bid award in the amount of \$55,450.34 be awarded to William E. Munson Company, who is the lowest responsible bidder.

Funding: The funding for the pump out boat will be covered in full by the Washington State Parks and Recreation Commission's Clean Vessel Sewage Disposal Facility Grant No. CV 911-365. The written grant approval reimburses the City in full for the boat, the motors, and the pump out units.

In addition to the boat purchase, staff will need to separately purchase two 60HP motors which will be installed by William E. Munson Company and a pump out unit which will be purchased from EMP Industries due to the lack of vendors able to provide both boat and equipment as an entire package.

The funding for the equipment will also be covered in full with the funds allocated to the City through the Washington State Parks and Recreation Commission's Clean Vessel Sewage Disposal Facility Grant No. CV 911-365.

STANDING COMMITTEE REPORT

The Public Works Standing Committee reviewed this item at their meeting on April 7, 2011.

RECOMMENDED ACTION

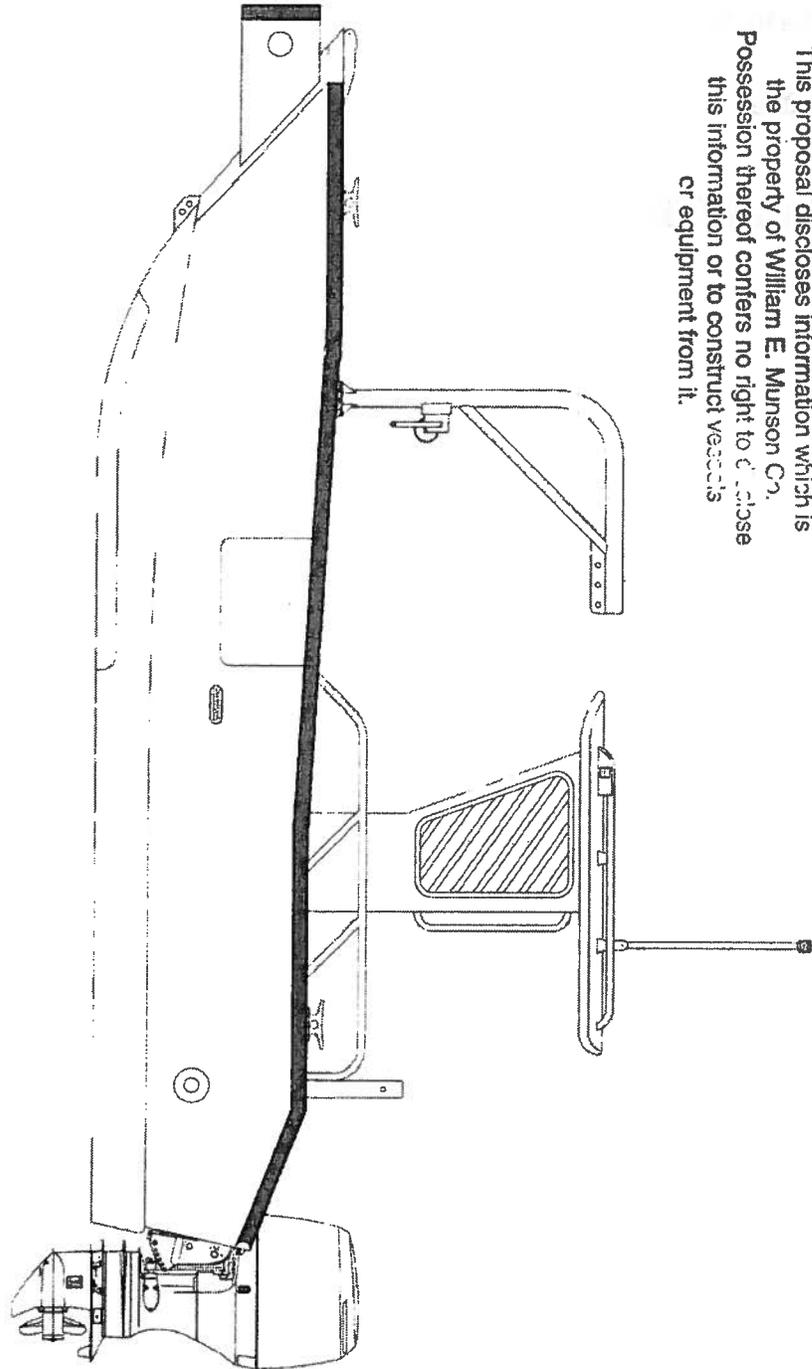
Award the bid for the purchase of one pump out boat to William E. Munson Company in the amount of \$55,450.34.

ATTACHMENTS

Boat Diagrams

MAYOR'S COMMENTS

PROPRIETARY RIGHTS
 This proposal discloses information which is
 the property of William E. Munson Co.
 Possession thereof confers no right to disclose
 this information or to construct vessels
 or equipment from it.



21'X8'6" PACKMAN LANDING CRAFT
 FOR PORT OF BREMERTON



1800 Packman Place
 Bremerton, WA, 98512
 Ph: 360.707.2752
 Fax: 360.707.7842

DRAWN BY
 T. NIBARGER

DATE
 3.MAR2009

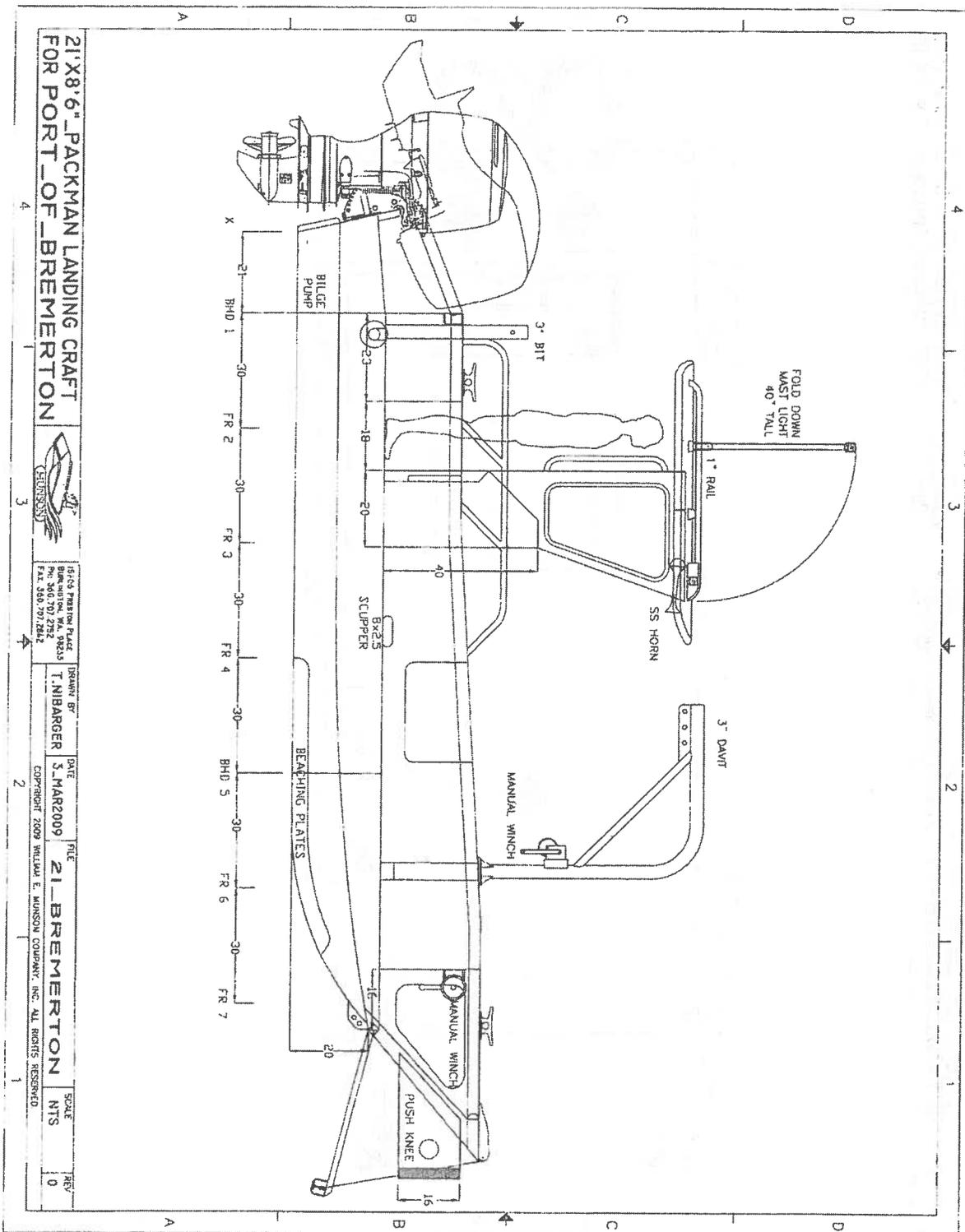
FILE
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SCALE
 NTS

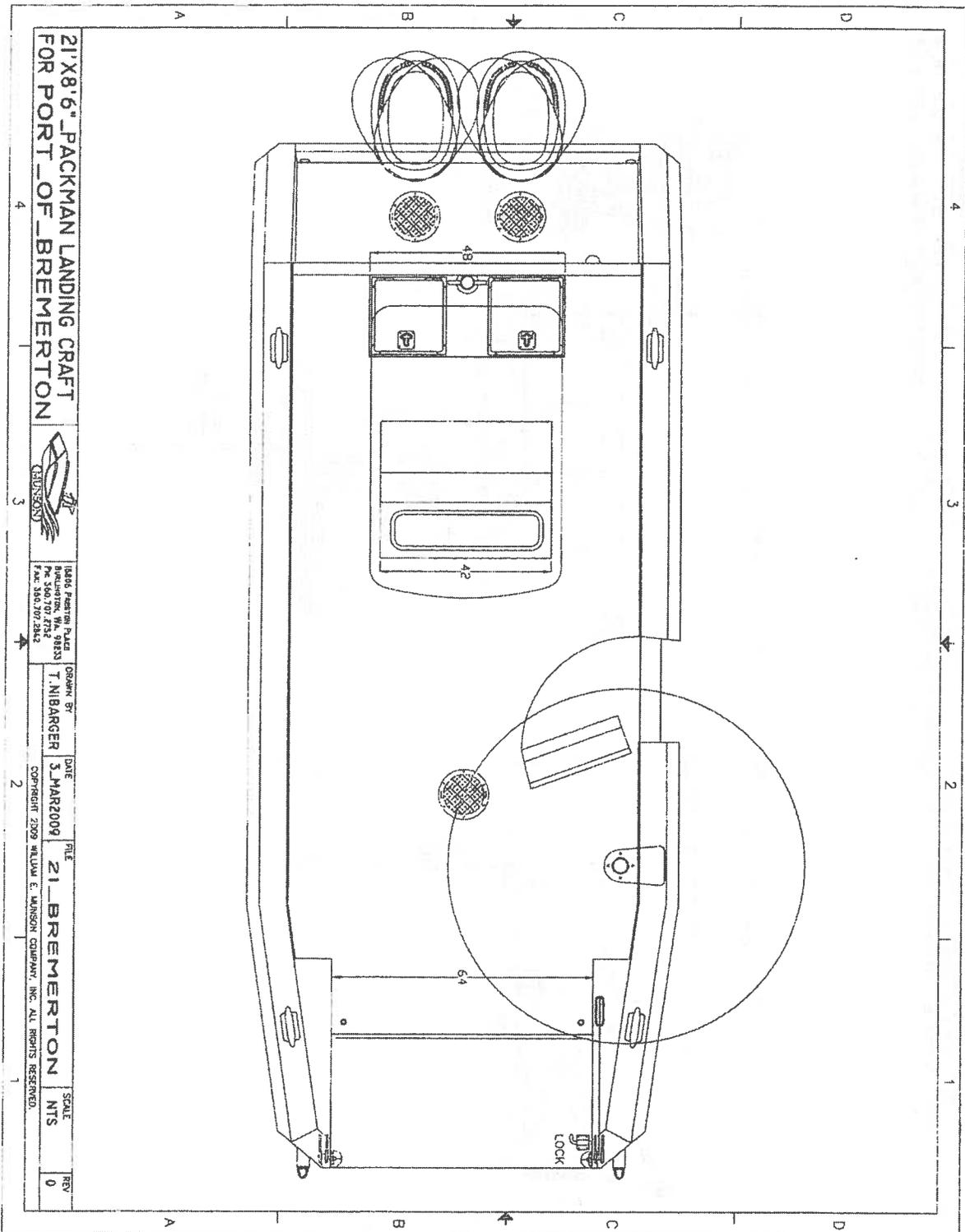
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**City of Oak Harbor
City Council Agenda Bill**

Bill No.

01A 3H

Date:

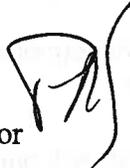
May 3, 2011

Subject:

June 21, 2011 and July 5, 2011

Continuances of City Council Meetings

FROM: Paul Schmidt
City Administrator



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

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

PURPOSE

The purpose of this agenda bill is to request approval of the continuance of the June 21, 2011 and July 5, 2011 City Council Meetings to June 28, 2011 at 6:00 p.m. and July 12, 2011 at 6:00 p.m. respectively.

AUTHORITY

Continuances of City Council meetings are addressed by RCW 42.30.100.

SUMMARY STATEMENT

Mayor Jim Slowik, and Council Members Rick Almberg, Jim Campbell, Scott Dudley, Beth Munns, Danny Paggao and Bob Severns are scheduled to attend the Association of Washington Cities (AWC) Annual Conference in Spokane, Washington, June 22 – 24, 2011 and will be leaving for the AWC Conference on June 21, 2011. They will not be able to attend the regularly-scheduled City Council Meeting on June 21, 2011. Continuance of this meeting to June 28, 2011 is requested.

The regularly-scheduled July 5, 2011 City Council meeting would then occur one week following the continued June 28, 2011 meeting. Continuance of the July 5, 2011 meeting to July 12, 2011 is requested.

STANDING COMMITTEE REPORT

N/A

RECOMMENDED ACTION

Approve Resolution No. 11-09.

ATTACHMENTS

Resolution No. 11-09

MAYOR'S COMMENTS

RESOLUTION NO. 11-09

A RESOLUTION BY THE CITY OF OAK HARBOR FOR THE CONTINUANCE OF THE JUNE 21, 2011 AND JULY 5, 2011 REGULAR CITY COUNCIL MEETINGS TO REGULAR CITY COUNCIL MEETINGS TO BE HELD ON JUNE 28, 2011 AND JULY 12, 2011.

WHEREAS, each year the City of Oak Harbor sends representatives to attend the Annual Association of Washington Cities (AWC) Conference; and

WHEREAS, June 22 – June 24, 2011, Mayor Jim Slowik and Councilmembers Rick Almberg, Jim Campbell, Scott Dudley, Beth Munns, Danny Paggao and Bob Severns will be attending the AWC Annual Conference in Spokane, Washington; and

WHEREAS, as a result, Mayor Jim Slowik and Councilmembers Rick Almberg, Jim Campbell, Scott Dudley, Beth Munns, Danny Paggao and Bob Severns will be leaving for the AWC Conference on June 21, 2011 and will not be able to attend the regularly-scheduled City Council Meeting on June 21, 2011; and

WHEREAS, the regularly-scheduled July 5, 2011 City Council Meeting would then occur only one week following June 28, 2011;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Oak Harbor, Washington, that the June 21, 2011 regularly-scheduled City Council meeting shall be continued to a Regular City Council Meeting on June 28, 2011, at 6:00 p.m. in the City Council Chambers; and the July 5, 2011 regularly-scheduled City Council meeting shall be continued to a Regular City Council Meeting on July 12, 2011, at 6:00 p.m. in the City Council Chambers.

This Resolution shall be posted on the door of the City Council Chambers on June 21, 2011 and July 5, 2011.

PASSED by the City Council of the City of Oak Harbor and approved by its Mayor this _____ day of May, 2011.

CITY OF OAK HARBOR

MAYOR

ATTEST:

Approved as to Form:

City Clerk

City Attorney

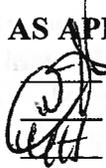
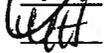
64

City of Oak Harbor City Council Agenda Bill

Bill No. 4
Date: May 3, 2011
Subject: LID Petition and Resolution –
Driftwood Beach Addition

FROM: **Paul Schmidt** 
City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to provide information and a resolution in response to the recent submittal of a petition for a sewer local improvement district (LID) by certain property owners owning property within the Driftwood Beach Addition.

AUTHORITY

RCW 35.43.120

Petition - Requirements

Any local improvement may be initiated upon a petition signed by the owners of property aggregating a majority of the area within the proposed district. The petition must briefly describe: (1) The nature of the proposed improvement, (2) the territorial extent of the proposed improvement, (3) what proportion of the area within the proposed district is owned by the petitioners as shown by the records in the office of the county auditor, and (4) the fact that actual assessments may vary from assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement, or street lighting, adds to the property.

If any of the property within the area of the proposed district stands in the name of a deceased person, or of any person for whom a guardian has been appointed and not discharged, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property on the petition. The petition must be filed with the clerk or with such other officer as the city or town by charter or ordinance may require.

[1989 c 243 § 1; 1981 c 323 § 1; 1969 ex.s. c 258 § 5; 1965 c 7 § 35.43.120. Prior: 1957 c 144 § 6; prior: 1911 c 98 § 9, part; RRS § 9360, part.]

City of Oak Harbor City Council Agenda Bill

OHMC 1.04.020

Public notice for full council agenda – Introduction of action (3).

Matters introduced by a council member which are seconded by another councilmember and not on the agenda shall be set over to another full council meeting for consideration and action, if any.

SUMMARY STATEMENT

At the April 5, 2011 City Council meeting, a motion was approved stating; “I am wishing to move to have the resolution brought forward to explore the cost benefit analysis of an LID and to have it brought forward on May 3, 2011 (per Council Member Dudley). In addition, an amending motion was approved; “Council Member AlMBERG moved to cap the money spent by staff to a not-to-exceed amount of \$25,000.”

In response to the above City Council directives, Resolution No. 11-10 has been prepared for City Council consideration (see Exhibit A).

In addition, legal counsel on local improvement districts (LIDs) has been retained (Mr. Steve DiJulio of Foster Pepper, PLLC), who will be present at the City Council meeting to provide further information and to answer questions on the formation of a local improvement district for the Driftwood Beach/Dillard’s Addition.

STANDING COMMITTEE REPORT

N/A

RECOMMENDED ACTION

Consideration of Resolution No. 11-10.

ATTACHMENTS

Exhibit A – Resolution 11-10

RESOLUTION NO. 11-10

A RESOLUTION of the City Council of the City of Oak Harbor, Washington, relating to the City's system of utilities; authorizing and directing the consideration of a gravity system of sewage collection in the Driftwood Beach/Dillard's Addition area of the City; authorizing and directing consideration of the formation of a Local Improvement District for the improvements to the City's sanitary sewer system; and, authorizing up to \$25,000 to carry out the purposes of this Resolution.

THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON
DOES HEREBY RESOLVE AS FOLLOWS.

RECITALS AND FINDINGS.

WHEREAS, the City of Oak Harbor, Washington ("City") owns and operates a water works system and a sanitary sewer system. The systems were combined by City Ordinance No. 853 into a combined utility (the "Water Works Utility"); and

WHEREAS, the City's sanitary sewer system includes a sewage (wastewater) collection system and wastewater treatment facilities. The City's sanitary sewer system serves the greater Oak Harbor community, including Naval Air Station Whidbey Island; and

WHEREAS, the City sewage collection system is composed primarily of City-owned gravity collection sewer pipes ranging in diameter from 6 to 24 inches. Wastewater from the City flows through the collection system to the City's wastewater treatment facilities; and

WHEREAS, in addition to a gravity system, the City sewage collection system includes a low pressure system in the Driftwood Beach/Dillard's Addition neighborhood of the City. That low pressure system serves only a few properties. By Ordinance No. 1521 (December 18, 2007), the City deferred mandatory connection of properties to that low pressure sewage collection system pending further consideration by the City of expansion of the City's gravity sewage collection system. Ordinance No. 1521 followed a City-commissioned report entitled

“Post Installation Review of Sewer Service Alternatives and Latecomer Contributions for the Driftwood Beach/Dillard’s Addition Development” (Gray & Osborne, Inc., September 2007). Recital No. 4 of Ordinance No. 1521 expressed the City Council’s desire “to allow residents to have the opportunity to form [a Local Improvement District (LID)] to install a gravity system in lieu of the low pressure sewer system.” Further, the City’s Comprehensive Plan (Utilities Element), at page 91, specifically provides that LIDs are a recognized method of funding public projects that benefit discreet areas of the City; and

WHEREAS, The City has received a petition from property owners in the Driftwood Beach/Dillard’s Addition neighborhood to proceed with the planning for a gravity sewage collection system and for a Local Improvement District to finance that system; and

WHEREAS, it is the purpose of this Resolution to provide for further consideration of the development of a gravity sewage collection system within the Driftwood Beach/Dillard’s Addition area of the City, and for a Local Improvement District to finance such a system.

NOW THEREFORE, the City Council of the City of Oak Harbor does hereby resolve:

Section 1. AUTHORIZATION AND DIRECTION.

The City’s Development Services and Public Works Departments are hereby authorized to engage in such consultation and analysis as may be appropriate for consideration of the development of a gravity sewage collection system in the Driftwood Beach/Dillard’s Addition neighborhood of the City. Further, the Public Works and Development Services Departments, in conjunction with the Finance Department, are authorized to prepare for further City Council consideration of a Local Improvement District to provide for a gravity system of sewage collection within the Driftwood Beach/Dillard’s Addition area of the City.

Section 2. FUNDING.

To carry out the purposes of this Resolution, the City may expend up to \$25,000 of unencumbered and unexpended funds of the City's Cumulative Reserve Fund-Sewer System, as such Fund is maintained by Chapter 3.48 OHMC.

Section 3. AUTHORITY RESERVED.

Nothing in this Resolution shall limit the discretion of the City in its consideration of the project and proposals identified herein.

PASSED by the City Council of the City of Oak Harbor, Washington, and approved by its Mayor this 3rd day of May, 2011.

Jim Slowik, Mayor

ATTEST:

Connie Wheeler, City Clerk

APPROVED AS TO FORM:

Margery Hite, City Attorney

Stephen P. DiJulio
Special Assistant City Attorney

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

Bill No.

5

Date:

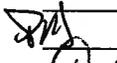
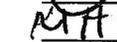
May 3, 2011

Subject:

Marina C-Dock Roof Repair

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

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

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

PURPOSE

This agenda bill recommends awarding a contract for construction of the Marina C-Dock Roof Repair Project to Roosendaal-Honcoop Const., Inc. in the amount of \$139,120.00.

AUTHORITY

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

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

SUMMARY STATEMENT

On January 18, 2010, a significant windstorm damaged sections of the roof covering the C-dock slips at the Oak Harbor Marina. A claim was filed with the City's insurance provider, WCIA, who agreed to pay for the necessary repairs. The repairs include the removal and replacement of

all of the roofing and replacement of any damaged or deteriorated structural timbers supporting the roof as well as the installation of draft curtains required to meet current fire codes.

The City retained Reid Middleton, Inc. for the engineering and design work and to compile the plan specifications and estimate.

DISCUSSION:

The project was advertised for bidding in the Daily Journal of Commerce and Whidbey News Times. In addition, the project was posted to the Builders Exchange of Washington Online Plan Center.

Amount of the Contract: Staff received and opened 8 sealed bids on April 26, 2011. The bid totals are tabulated below:

Contractor	Location	Bid Total
Axiom Division 7 Inc.	Lynden, WA	\$144,894.00
Culbertson Marine Construction, Inc.	Anacortes, WA	\$202,930.00
P & L General Contractors	Oak Harbor, WA	\$194,746.60
Nordland Construction N.W.	Nordland, WA	\$161,131.00
IronWood Property Service, LLC	Oak Harbor, WA	\$172,000.00
I.M.A.C., Inc.	Mount Vernon, WA	\$194,946.32
Mike Carlson Enterprises, Inc.	Friday Harbor, WA	\$162,926.00
Roosendaahl-Honcoop Const., Inc.	Bellingham, WA	\$139,120.00

<i>Engineer's Estimate</i>	<i>Oak Harbor, WA</i>	<i>\$227,000</i>
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Staff reviewed the bid prices and is knowledgeable of the qualifications and experience of the low bidder. It is recommended that a contract in the amount of \$139,120.00 be awarded to Roosendaahl-Honcoop Const., Inc., who is the lowest responsible bidder.

City staff will retain responsibility for the construction administration and inspection.

Construction Contingency: Most construction projects involve change orders and modifications to the contract plans. Delays in processing change order requests can result in costly delay claims against the City. To minimize the possibility of delays and the resulting claims, staff requests that the City Engineer be authorized to administratively approve up to \$20,000 for change orders.

Funding: The funding for the project is covered through the City's insurance carrier. The City will be reimbursed for all expenses related to the project. To date, the City has received approximately \$84,000 for expenses to date, including engineering, evaluation, temporary measures and removal of some materials.

Justification: The project is needed to repair damage to the existing marina structure.

STANDING COMMITTEE REPORT

The project was discussed at the March Governmental Services Committee.

RECOMMENDED ACTION:

Authorize the Mayor to sign a contract with Roosendaahl-Honcoop Const., Inc. in the amount of \$139,120.00 (plus applicable sales tax) for the Marina C-Dock Roof Repair Project and authorize the City Engineer to administratively approve changes to the construction contract totaling not more than \$20,000.

ATTACHMENTS

Bid Tabulation
Contract Form

MAYOR'S COMMENTS

Marina C-Dock Roof Repair Project
Bid Tabulation
 April 26, 2011

Bid Item	Axiom Division 7 Inc.	Culbertson Marine Construction, Inc.	P & L General Contractors	Nordland Construction N. W.	Iron Wood Property Service, LLC	I.M.A.C., Inc.	Mike Carlson Enterprises, Inc.	Roosendaahl-Honcoop const., Inc.
Mobilization /Demobilization	15,750.00	6,920.00	8,640.00	32,071.00	27,000.00	38,989.28	17,500.00	26,000.00
C Doc Roof Repair Complete in Place	125,045.00	173,050.00	181,313.00	124,300.00	122,000.00	133,730.33	131,426.00	106,960.00
Remove and Replace Deteriorated Framing	4,099.00	22,960.00	4,793.60	4,760.00	23,000.00	22,226.71	14,000.00	6,160.00
Total bid	144,894.00	202,930	194,746.60	161,131.00	172,000.00	194,946.32	162,926.00	139,120.00

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AGREEMENT – Continued

ARTICLE 5. CONTRACT DOCUMENTS.

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

1. This Agreement and contract form;
2. The Call for Bids;
3. The Contractor's Proposal including the bid, bid schedule(s), information required of Bidder, and all required certificates and affidavits;
4. The Performance Bond and the Labor and Material Payment Bond;
5. Change Orders and written Change Directives issued after the effective date of this Agreement;
6. Addenda numbers 1 and 2, inclusive;
7. The Special Provisions;
8. Appendix: Washington State Prevailing Wage Rate for Island County
9. The Plans (or drawings):
10. Amendments to the WSDOT Standard Specification for Road, Bridge and Municipal Construction 2010 edition;
11. WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2010 edition;
12. City of Oak Harbor Standard Details;
13. WSDOT Standard Plans

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

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

AGREEMENT – Continued

ARTICLE 6. MISCELLANEOUS.

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

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

ARTICLE 7. INDEMNIFICATION

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

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

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

CITY OF OAK HARBOR

CONTRACTOR

By _____

By _____

Date _____

Title _____

Attest _____

Address for giving notices

License No. _____

Agent for service of process: _____