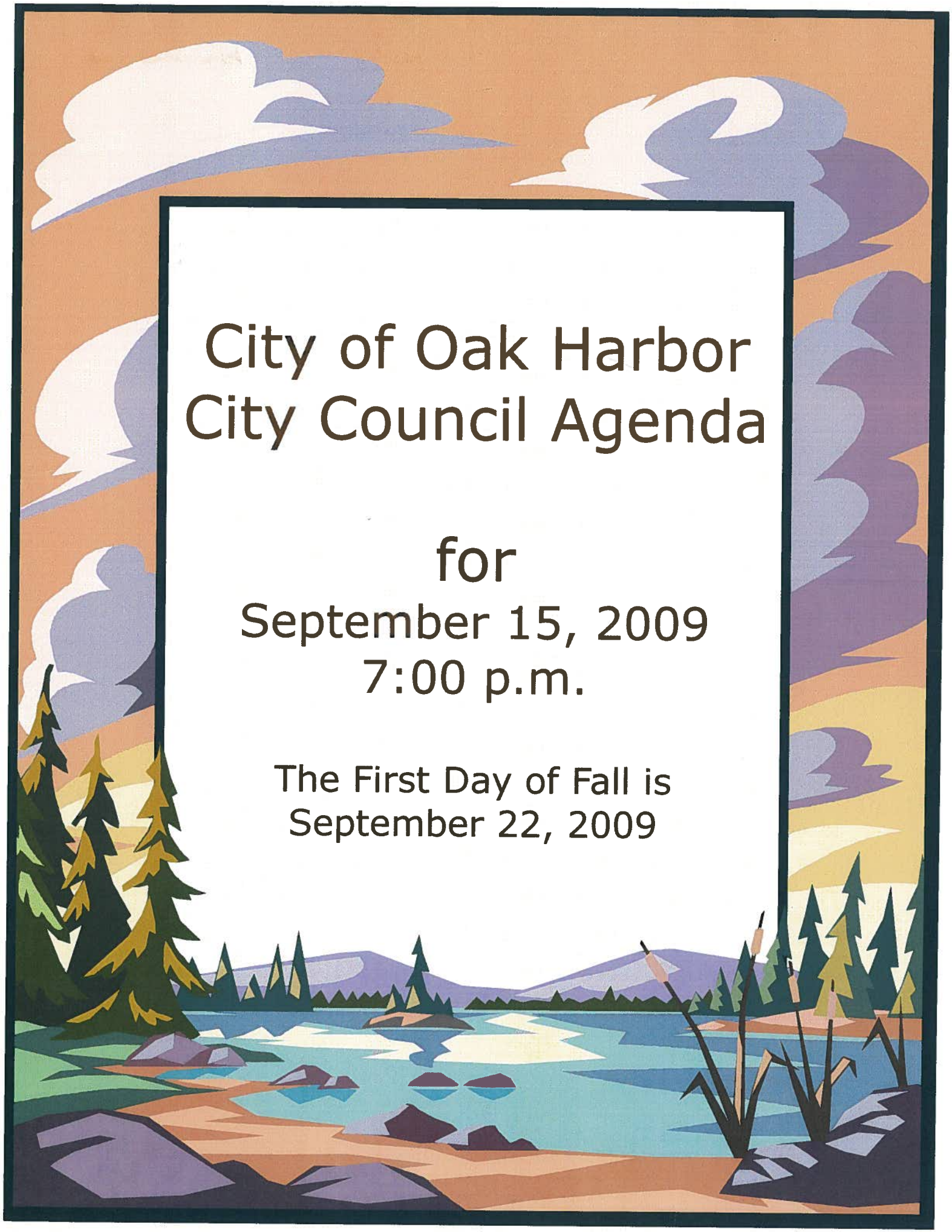
City of Oak Harbor
City Council Agenda

for

September 15, 2009
7:00 p.m.

The First Day of Fall is
September 22, 2009



Oak Harbor City Council
Tuesday, September 15, 2009, 7:00 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. The City Council values your ideas, and sets aside time at the beginning of each meeting, from 6:45 p.m. to 7:00 p.m., to talk to citizens. During the meeting's Public Comments section, Council will listen to your input regarding subjects of concern or interest that are not on the agenda. For scheduled public hearings, please sign your name to the sign up sheet, located in the Council Chambers if you wish to speak. The Council will take all information under advisement, but generally will not take any action during the meeting. To ensure your comments are recorded properly, state your name and address clearly into the microphone. Please limit your comments to three minutes in order that other citizens have sufficient time to speak.*

Thank you for participating in your City Government!

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION **Randy Beumer – Christian Reformed**

ROLL CALL

MINUTES **8/27/09 Special Meeting, 9/1/09 Regular Meeting**

NON-ACTION COUNCIL ITEMS:

1. Introduction of New Employee – Fire Department.
2. Employee Recognition – Paul Schroer – Fire Department, 15 years.
3. Proclamation – United Way.
4. Proclamation – Whidbey Camano Land Trust Week.
5. Public Comments.
   - Report on Sno-Isle Intercounty Rural Library District Resolution No. 09-03 presented by Mary Campbell, Managing Librarian, Oak Harbor Library.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

6. Consent Agenda.

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a. Ordinance Introduction – Amend Oak Harbor Municipal Code Section 1.04.010(3) – Time and Place of Council Meetings.

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b. Authorization to Solicit Bids – Beverage Vending Machines.

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c. Excused Absences for Mayor and Councilmembers and Council Meeting Date Change from October 20, 2009 to October 21, 2009.

d. Pay Bills.

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7. Fire Department Reorganization.
8. City Administrator's Comments
9. Councilmembers' Comments
   a. Standing Committee Reports
10. Mayor's Comments

ADJOURN

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

"The future is not a gift – it is an achievement."
- Sir Harry Lauder

Special Meeting – City Council Workshop
- **Storm Water and NPDES II Permit Requirements**

Thursday, August 27, 2009, 6:00 p.m.
City Hall Council Chambers

CALL TO ORDER

ROLL CALL

Jim Slowik, Mayor
Five Members of the Council,
James M. Campbell
Eric Gerber
Jim Palmer
Beth Munns
Bob Severns

Paul Schmidt, City Administrator
Margery Hite, City Attorney
Steve Powers, Development Services Director
Cathy Rosen, Public Works Director
Eric Johnston, City Engineer
Steve Bebee, Public Works Operations Manager
Rick Wallace, Chief of Police
Renée Recker, Executive Assistant to the Mayor

Councilmembers Rick Almberg and Danny Paggao were absent and formally excused from this workshop.

INTRODUCTION

City Administrator Paul Schmidt gave a brief introduction on pollution control concerning storm water, the NPDES Permit II Permit requirements as mandated by Federal and State government, and what the City has accomplished with sanitary sewer, solid waste and now will accomplish with storm water; all three address pollution control. The ordinance introduction – illicit discharge prohibition for the NPDES permit, occurred at Council's August 5, 2009 regular meeting. Mr. Schmidt asked that Council Members hold their questions until the end of the presentation.

NPDES PHASE II PERMIT

City Engineer Eric Johnston gave a PowerPoint presentation on the NPDES II Permit requirements which is attached to these minutes as Exhibit A.
Highlights of the presentation:

- Overview
- Why Water Quality is Important
- Definitions of: (a.)Storm Water (b.)Municipal Separate Storm Sewer System (MS4)
- Timeline
- Program Elements required by EPA re: the NPDES Phase II Municipal Storm Water Permit
- Public Education and Outreach
- Current Efforts in Public Education
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination (IDDE)
- Definition of Illicit Discharge
- Best Management Practices
- Post-Construction Runoff Control
- Pollution Prevention and Operation; Maintenance for Municipal Operations

Within these highlights, Mr. Johnston noted that 83 resident Orcas reside in the Puget Sound Basin, urban runoff and pollution are the major sources of pollution in the Sound, oil in Puget Sound exceeds the Exxon Valdez spill, MS4 definition is included in the NPDES Permit and EPA, where Oak Harbor fits in MS4 (Oak Harbor is a small MS4) and that Oak Harbor was notified in 2005 of its inclusion in the MS4 definition. Puget Sound Partnership's formation in 2007, increased standards for low-impact development in the permit, the benefit to our community, and our responsibility for informing the public via staff training, hotline, and implementation of an enforceable ordinance were also discussed.

Mr. Johnston also presented a Phase II NPDES Five-Year Program Plan which is attached to these minutes as Exhibit B.

PUGET SOUND PARTNERSHIP

Development Services Director Steve Powers talked about Puget Sound Partnership (also a part of Exhibit A), the different agencies involved with the partnership and how to use the partnership's tools aimed at storm water runoff, and the science-based action agenda adopted by the partnership in 2008. The action agenda focuses on what is healthy/unhealthy in the Sound, the Sound's status, its biggest threats, what action should be taken, and where do we start. A new term of action involves low impact development codes; how land is developed along with the management of storm water in a natural manner. A set of techniques that move away from pipes and storm water basins will involve smaller scale rain gardens, soil amendment, leaving the land undisturbed, limiting impervious areas, promoting pervious paving, and re-sizing streets and sidewalks. Less water in the system means there is less water to worry about at the outfall point.

Puget Sound Partnership offers a technical grant program in the form of staff assistance. Oak Harbor made use of this assistance in 2007 to help examine existing code and where to add new code language. This assistance netted a new set of draft codes which will be examined for their best fit in existing code. Puget Sound has changed and now has a shifting baseline. We can bring public attention to these changes and help protect the Sound.

ADDITIONAL INFORMATION

Mr. Johnston talked about additional information which can be found at these websites:

Department of Ecology Permit Information:
http://www.ecy.wa.gov/programs/wq/stormwater/municipal/index.html

Environmental Protection Agency
http://cfpub1.epa.gov/npdes/

Puget Sound Partnership
http://www.psp.wa.gov/

Department of Ecology Municipal Storm Water General Permit Guidance for Cities and Counties: Writing Regulations to Prohibit Illicit Discharges, Dumping, and Illicit Connections
http://www.ecy.wa.gov/biblio/0810061.html

Western Washington Phase II NPDES Permit
http://www.ecy.wa.gov/programs/wq/stormwater/municipal/phaseIIww/wwphiipermit.html

CONCLUSION

The NPDES Stage II Permit is one part of the Puget Sound Action Plan. Pollution prevention and reduction is meant to help clean up Puget Sound and not to be overly reactive to people's individual actions.

COUNCIL DISCUSSION AND QUESTIONS

Does the City have three bosses; Federal, State, and Puget Sound Partnership?
Mr. Johnston responded that EPA and the State of Washington have assigned NPDES to the Department of Ecology. EPA's role is simply approval of what Ecology is doing. The City does not talk directly to the EPA; Ecology does. Puget Sound Partnership becomes the uniting/guiding policy in the agenda that all State agencies will follow.

Has the City developed out? How will existing homeowners manage illicit discharge (i.e. washing cars on lawn or driveway)?
There are areas for new homes and commercial development and development will continue to occur. Illicit discharge conditions will apply to new development and redevelopment. Prior to 1992, there were very few storm water controls. Retrofitting for storm water quality and storm water detention has occurred (an example being Safeway; as they reapplied for permits, they had to retrofit). For the average homeowner, regulations are geared for development above the single-family level. Public education will help guide an individual homeowner and the City hopes people will voluntarily step up and follow the guidelines. Washing a vehicle on the lawn is better than washing on an impervious service and helps eliminate run-off. We want to prevent illicit discharge from reaching the system at all. Fundraising carwash activities borrow City carwash kits (pump, basin which fits into the catch basin, pump action to the sanitary sewer) which keep the run-off in check, and existing commercial carwashes recycle their water.

What is the status of Puget Sound? Has the Sound reached a more unhealthy stage?
Short answer: The Sound is unhealthy. Progress has occurred in some areas but other areas have more difficult problems.

How does Oak Harbor compare to Penn Cove or other areas south of Oak Harbor?
There are no unique hot spots in Oak Harbor's limits. Puget Sound Partnership has a wider variety of implementation beyond low impact developments.

Should we expect a new look to Oak Harbor's developments as we go forward? Will there be a market change?
In terms of appearance, and not just neighborhoods, but also schools, commercial, and industrial properties, you may see a difference in appearance but that also happens through the course of time with lot sizes, appearance trends, drainage ditches, and enclosed pipes.

Where does the City end up in terms of low impact development: is it voluntary, mandatory, or incentive-based?
It would not be much different than planned residential developments and smaller lots. Costs are still out: Some say cost-neutral, others say it will cost more, still others think it can save money. It will depend on the site, but it may be safe to say that costs will remain at the same level.

Discussion continued about hot spots in Puget Sound and that PSP tries to avoid the specific area issue. Orcas and salmon swim the entire Sound and not just one area. NPDES does not have pollution limits yet. There is not a scale for discharge. What is being said is that you need to reduce the total volume of pollutants that are being discharged. There are specific areas of concern such as Hood Canal. Nitrogen overload, through what we do, depletes oxygen which kills fish.

How can we fund to meet these requirements; are there funding strategies?
Rate increases in storm water fees are a source. The largest driver was our staffing needs to address the NPDES permit. Storm water rates were raised to fund Maribeth Crandell's environmental educator position. The storm water utility rate is sufficient, at this time, to cover current staffing needs. However, capital improvements are not part of the NPDES permit. HDR is doing that rate study. For other funding sources, there are very few if any opportunities for funding from the State or Federal level to fund and operate storm water utilities. Funds are few and far between. The hidden costs of staff time (writing and developing new ordinances; the percentage of time staff spends on storm water issues in the development review process) are not directly attributed to the storm water utility. 40 to 50 percent of staff time centers around storm water topics. There is a hidden cost in time lost from other projects.
Should we be considering more staff?
Staff levels should be fine for the next few years. The Storm Drain Division takes the lead, but it affects everyone. Mayor Slowik added that increased staffing in some departments, notably Engineering, is needed now since the City has so many projects.

Thanks were given to staff and discussion continued that staff has done a wonderful job in keeping the City ahead of projects. More staff, especially considering future NPDES administrative needs, is a reality that cannot be answered at this workshop. The NPDES administrative requirements are timed and scheduled for different elements of the permit. Enforcement is a year or so in the future. The largest driver will be the affect of capital projects; not a part of NPDES. The City should be talking about and thinking of large capital expenses not related to NPDES such as the outfall project.

Are we asking the public to simply use common sense?
Yes, and to change the way we behave – how you fertilize, how you change your vehicle's oil, sweep instead of cleaning a driveway by garden hose, and think about our actions and their effect on Puget Sound.

Is the illicit discharge list being redone?
The list within the ordinance's introduction was included based on guidance from the Department of Ecology. That may not be the best approach for us. Keep in mind that the simple definition of illicit discharge is anything not composed of storm water.
What does the spill hotline include?
For a vehicle accident, police and fire are the responders. The hotline is for individuals and neighborhood problems. Public Works understands the system and can work its way upstream to find the problem and determine whom else to call. We are not advocating that citizens spy on neighbors; public education will be the best process.

Discussion followed on other municipalities and that Oak Harbor's low impact standards have not yet been adopted. They are coming to committee soon for review along with presentation to the Planning Commission. The Subdivision Code amendment is closer to completion. The Planning Commission has reviewed it and it now will come before committee. Adoption could occur by June 2010.

We have a population of 23,000 and, as such, Oak Harbor is a NPDES II city. Regarding unincorporated areas, PSP does not have regulatory authority. Their approach is education and cooperation. Other agencies are working with the same grants – technical assistance and professional time, not funding – but they do not have a mandatory requirement. The threshold for small MS4s was 25,000 people. One of the reasons that Island County was not included is the standard for population density.

With no other questions or discussion points coming forth, Mayor Slowik and Council thanked staff for this evening's presentation.

The workshop adjourned at 7:15 p.m.

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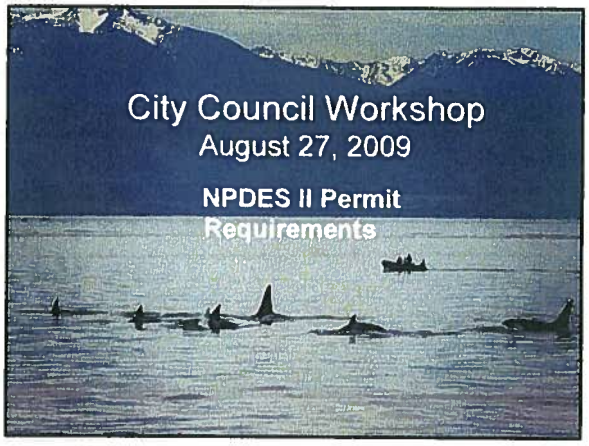
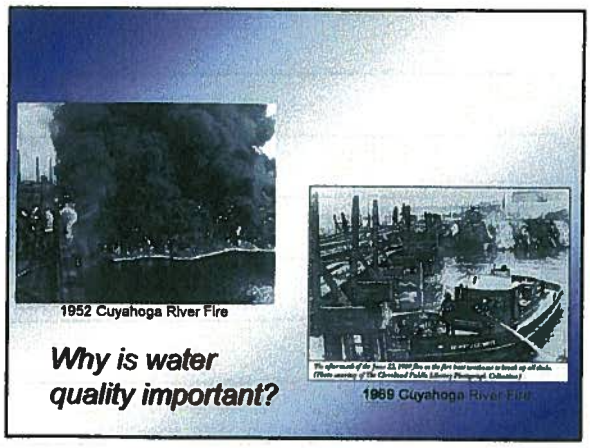
Connie T. Wheeler
City Clerk

Exhibit A



Overview

- Why NPDES?
- History and Background
- Permit requirements and City Efforts
- Role of Puget Sound Partnership



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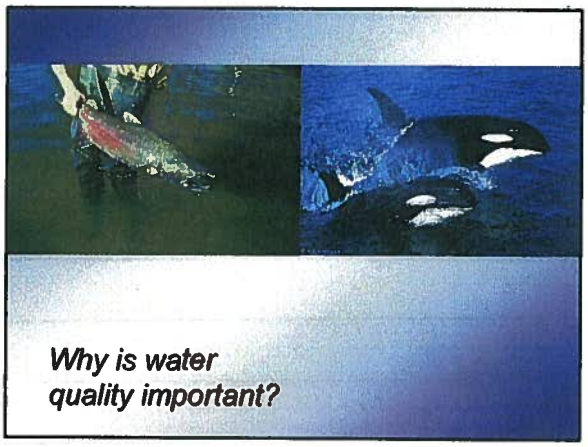

Federal Clean Water Act

- Federal legislation first passed in 1972
- Revised in 1977
- Required states and local jurisdictions under direction of EPA to adopt controls on wastewater and industrial plants
- National Pollutant Discharge Elimination System (NPDES) established

Water Quality Act of 1987

- Stormwater runoff was not specifically addressed in the 1972 law
- EPA declined to include stormwater discharges in NPDES program
- Courts ruled that stormwater discharges must be covered by the permit program
- Research by EPA in early 1980s indicates that stormwater is a major source of pollutants
- Attempts by EPA at regulation met with opposition from both sides of the question

Water Quality Act of 1987

- In the **Water Quality Act of 1987** (1987 WQA) Congress responded to the stormwater problem by requiring that industrial stormwater dischargers and operators of municipal separate storm sewer systems (often called "MS4") obtain NPDES permits
- Four categories of NPDES Stormwater permits
  - Construction
  - Sand and Gravel
  - Industrial Activity
  - MS4's

Definitions

- **Stormwater** means runoff during and following precipitation and snow melt events, including surface runoff and drainage

Definitions

Municipal Separate Storm Sewer System (MS4) means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man made channels, or storm drains):

(i) owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States

(ii) designed or used for collecting or conveying stormwater

(iii) which is not a combined sewer; and

(iv) which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2. NPDES

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Timeline

- 1972 - Federal Clean Water Act
- 1977 - Federal Clean Water Act Revised
- 1987 - Federal Water Quality Act
- 1989 - Washington State Water Pollution Control Act
- 1992 - Ecology publishes first Stormwater Manual
- 1995 - Phase I Municipal NPDES permit issued to King, Pierce, Snohomish, Clark, City of Seattle and City of Tacoma
- 1996 - Puget Sound Water Quality Protection Act
- 1996 - Creation of Puget Sound Action Team

Timeline

- 1999 - Phase II Municipal NPDES permit rules published by Department of Ecology
- 2005 - Oak Harbor is notified of inclusion in NPDES Phase II permit
- 2007 - Coverage under Western Washington NPDES Phase II Municipal Stormwater permit becomes effective
- Spring 2007 - NPDES Phase II permit appealed by both municipalities and environmental groups
- July 2007 - Creation of Puget Sound Partnership
- June 2008 - NPDES Phase II permit revised after ruling by Washington State Pollution Control Hearings Board

NPDES Phase II Municipal Stormwater Permit

- 6 Program Elements required by EPA
  1. Public education and outreach
  2. Public participation and involvement
  3. Illicit discharge detection and elimination
  4. Post-construction runoff control
  5. Pollution prevention and good housekeeping
  6. Construction site runoff control *(managed by DOE until 2012 and next Phase II Permit)*
- Western Washington NPDES Phase II Municipal Stormwater permit requires action program elements 1 through 5
- Element 6 will likely be added to permits in 2012
  - Coverage under statewide permits required for sites larger than 1 acre
  - Small sites fall under local ordinances for pollution prevention

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Public Education and Outreach

- Three minimum measures
  1. Education and outreach program
  2. Measure and evaluate program
  3. Maintain records
- Education and outreach efforts are prioritized to target the following audiences and subject areas:
  - General public
  - General public, businesses, including home-based and mobile businesses
  - Homeowners, landscapers and property managers
  - Engineers, contractors, developers, review staff and land use planners

Current Efforts in Public Education

- Scouting organization and students (Elementary to Community College). Give presentations on stormwater pollution and prevention and recruit them for storm drain stenciling
- Promote the use of car wash kits for fundraisers by contacting school groups, Navy, and businesses likely to hold carwash fundraisers
- Offer LID workshops at conferences throughout the year to Sound Waters, Sound Gardening, Master Gardeners Workshop, Conservation District LID Tours
- Set up information table at weekly farmer's markets, special events and fairs throughout the year

Current Efforts in Public Education

- 2009 to date the Environmental Educator has had direct contact with over 1,640 people at 25 stormwater events
- On going training of City staff
- Requirements for DOE construction stormwater permits distributed by staff to all project applicants

Public Involvement and Participation

- Requires ongoing opportunities for public involvement through advisory councils, watershed committees, participation in developing rate structures, stewardship programs and environmental activities

Public Involvement and Participation

- City staff are active participants in Conservation District LID summit and Island County Water Resource Advisory Committee (WRAC)
- Public Involvement and Participation in:
  - Storm drain markers
  - Catch basin stenciling
  - Environmental car washing
  - Developing the Stormwater Management Plan

Public Involvement and Participation

- Whidbey Island Sustainability Fair
- 2008 Sound Waters Conference
- Oak Harbor Green Business Awards
- WSU Extension Waste Wise program "Garbage Gazette"
- City of Oak Harbor No Idle Policy
- Whidbey Green Power Challenge
- Certified Clean Marina
- Bike to Work Month Promotion

Public Involvement and Participation

- Low Impact Development parks projects
- Native plant landscaping
- Removal of creosote timber from waterfront
- Irrigation reduction efforts
- Energy conservation retrofits
- Water Wise conservation program
- 3 30-second commercials on stormwater pollution prevention for broadcast on channel 10
- Green Power initiative
- LED traffic and pedestrian signals
- Solar power school zone lights

Illicit Discharge Detection and Elimination (IDDE)

- Inform public of hazards associated with illegal discharges and improper disposal of waste
- Develop stormwater map for tracking of connections
- Identify and track illicit discharges and evaluate program
- Train municipal staff on the identification and reporting of illicit discharges
- Implement a hotline to report spills
- Implement an enforceable ordinance to prohibit non-stormwater, illegal discharges

Definitions

- **Illicit discharge** means any discharge to a municipal separate storm sewer that is not composed entirely of stormwater except discharges pursuant to a NPDES permit (other than the NPDES permit for discharges from the municipal separate storm sewer) and discharges resulting from fire fighting activities

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Illicit Discharge Detection and Elimination (IDDE)

- Ongoing public education
- Spill Hotline: 360-279-4764
- Revisions to notification and response procedures on spills between Public Works, Police and Fire Departments
- Continued mapping
- Draft IDDE Ordinance introduced on August 5, 2009

Illicit Discharge Detection and Elimination (IDDE)

- Current draft ordinance is based on published Ecology Guidance
- Staff are drafting revisions to the draft ordinance to reflect local issues while maintaining compliance with permit conditions

Post Construction Runoff Control

- Develop, implement, and enforce a program to reduce pollutants in stormwater runoff to a regulated small MS4 from new development, redevelopment and construction site activities
- Verify adequate long-term operation and maintenance (O&M) of post-construction stormwater facilities and BMPs
- Develop and implement a procedure for keeping records of inspections and enforcement warning letters, notices of violations, and other enforcement records

Definitions

Best Management Practices ("BMPs") are the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by the Department that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State

Post Construction Runoff Control

- Requires adoption of 2005 Ecology Manual for development regulations or an equivalent manual and revisions to OHMC 21.30
- Requires incorporation of Low Impact Development practices into local development codes (new code sections)
- Requires enforceable ordinance for maintenance of private stormwater facilities connected to the MS4

Current Efforts in Post Construction Runoff Control

- Revisions to OHMC 12.30 required by February 2010 to reflect permit conditions and exemptions
- Draft LID Code is underway by Development Services with Assistance from Puget Sound Partnership
- Training of staff
- Post construction inspection
- Record keeping
- Inspection of all public and private stormwater facilities
- Maintain records of all inspection and maintenance activities

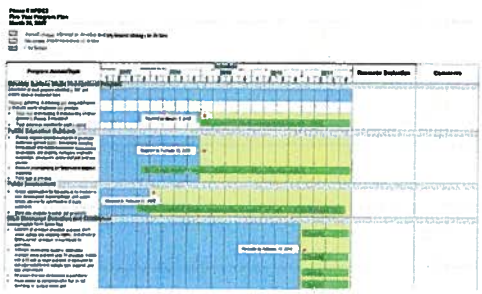
Pollution Prevention and Operation and Maintenance for Municipal Operations

- Operations and maintenance (O&M) training for City staff to prevent or reduce pollutant runoff from municipal operations
- Inspection of all catch basins and inlets owned or operated by the City at least once before the end of the permit term
- Establishment and Implementation of practices to reduce stormwater impacts associated with runoff from City streets, parking lots, including:
  - Pipe cleaning
  - Cleaning of culverts that convey stormwater in ditch systems
  - Ditch maintenance
  - Street cleaning
  - Road repair and resurfacing, including pavement grinding
  - Snow and ice control
  - Utility installation
  - Pavement striping maintenance
  - Maintaining roadside areas, including vegetation management
  - Dust control

Current Efforts in Pollution Prevention for Municipal Operations

- Establishing policies to control pollutants from all municipal operations
- Education and training of all City staff

Permit Requirements



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Puget Sound Partnership

- Created in 2007
- Comprised of Leadership Council, Ecosystem Board and Science Panel
- Charged with creating a science based action agenda to restore the Puget Sound to health by 2020

Puget Sound Partnership

Action Agenda

- Outlines immediate and long-term actions to restore and protect Puget Sound
- Stormwater pollution identified as a threat to the Sound
- Adoption of LID standards identified as near-term action

Puget Sound Partnership

Low-Impact Development Codes

- Develops land and manages stormwater in a 'natural' manner
- NPDES Permit requires use of LID
- City is a recipient of PSP grant to write LID code
- Affects stormwater, subdivision and zoning codes
- Project underway; 2010 adoption anticipated

Where do we go from here?

- Increase public education and awareness of the effects of stormwater runoff on Puget Sound
- Increase efforts in municipal operations, activities and codes to reduce non stormwater discharges to Puget Sound
- Move towards continued compliance with permit by adopting an enforceable IDDE ordinance

Additional NPDES Information

- Department of Ecology Permit information
  - http://www.ecy.wa.gov/programs/wq/stormwater/municipal/index.html
- Environmental Protection Agency
  - http://cfpub1.epa.gov/npdes/
- Puget Sound Partnership
  - http://www.psp.wa.gov/
- Department of Ecology Municipal Stormwater General Permit Guidance for Cities and Counties: Writing Regulations to Prohibit Illicit Discharges, Dumping, and Illicit Connections
  - http://www.ecy.wa.gov/biblio/0810061.html
- Western Washington Phase II NPDES Permit
  - http://www.ecy.wa.gov/programs/wq/stormwater/municipal/phase[illegible] mit.html

Conclusion

- Goal of NPDES is pollution prevention and reduction
- One part of PSP action plan to clean up Puget Sound
- Illicit discharge ordinance is one step in process of permit compliance

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Exhibit B

Phase II NPDES
Five Year Program Plan
March 29, 2007

- Period of time allowed to develop and implement strategy to do task
- On-going implementation of action
- City Status

Program Action/Task	Schedule																				Resource Evaluation	Comments
	2007				2008				2009				2010				2011					
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
Develop Surface Water Management Program																						
Description of each program identified in S5C and actions taken to implement them																						
Tracking, gathering, maintaining and using information to evaluate permit compliance and priorities.																						
• Track cost of developing & implementing program (provide to Ecology if requested)					Required by January 1, 2009				*													
• Track actions as specified for each in permit									The City uses GBA to track cost and activities associated to NPDES													
Public Education Outreach																						
• Provide targeted education program to prioritized audiences (general public, businesses, including home-based and mobile businesses, homeowners, landscapers, and property managers, engineers, contractors, developers, review staff and land use planner					Required by February 15, 2009				*													
• Measure understanding and behaviors in targeted audiences					The City hired Maribeth Crandell on November 5, 2007 to fulfill our outreach requirements																	
• Track type of activities																						
Public Involvement																						
• Create opportunities for the public to be involved in plan development, implementation, and update. Create process for consideration of public comments.					*																	
• Make plan available to public, put on website	Required by February 15, 2008				Staff held an introductory stormwater management plan meeting in 08 and another one in June 09 for public input																	
Illicit Discharge Detection and Elimination																						
Develop/Update Storm Sewer Map																						
• Location of all known municipal separate storm sewer outfalls and receiving waters, and structural BMPs owned, operated, or maintained by permittee;																	Completed					
• Tributary conveyance systems, associated drainage areas and land uses for municipal outfalls with a 24 inch or larger diameter or equivalent for non-pipe outfalls) and indicate type, material, and size when known;												Required by February 15, 2011					* Completed					
• All known and new connections to permittees;																	Completed					
• Areas served by permittees MS4 that do not discharge to surface water; and																	Completed					

Program Action/Task	Schedule 2007 1	2	3	4	2008 1	2	3	4	2009 1	2	3	4	2010 1	2	3	4	2011 1	2	3	4	Resource Evaluation	Comments
• Provide maps to Ecology, co-permittee or secondary permittees upon request																	Completed					
Ordinance/Regulation • Develop and implement ordinance or other regulatory mechanism that prohibits non-stormwater, illegal discharges, and/or dumping into municipal system. Appropriate enforcement provisions should be included.							Required by August 15, 2009 *					Currently in Council review										
Public Education/Outreach • Inform public employees, businesses, and general public of hazards associated with illicit discharges • Distributed information to target audiences • Received feedback from public education efforts • Attached report on public education efforts															Required by August 19, 2011				*			
• Publicize hotline or number to call to report spills and track response and follow-up actions				Required by February 15, 2009				*			Completed											
Source Identification • Develop and implement procedures for detecting & tracing source of illicit discharge • Develop procedures to characterize threat posed by illicit discharges • Develop procedures for locating priority areas likely to have illicit discharges. • Track inspections for illicit discharges • Track number and type of spills															Required by August 19, 2011				*			
• Prioritize receiving waters for visual inspection									Required by February 15, 2010					*								
• Conduct field assessments for 3 high priority water bodies												Required by February 15, 2011					*					
• Conduct field assessment on at least one high priority watershed																	Annually after 2011					
Source Remediation • Develop and implement procedures for removing the source • Track number and type of spills identified • Tracked the number of inspections made for illicit connections															Required by August 19, 2011				*			
Staff Training • Train staff to conduct activities • Provide follow-up training						Required by August 15, 2009					*	Completed, this will be ongoing										

Program Action/Task	Schedule 2007 1	2	3	4	2008 1	2	3	4	2009 1	2	3	4	2010 1	2	3	4	2011 1	2	3	4	Resource Evaluation	Comments
• Develop and implement on-going training								Required by February 15, 2010					*									
Stormwater Runoff from New Development, Redevelopment, and Construction Sites																						
Ordinance/Enforcement • Ordinance or enforcement mechanism that addresses runoff from new development, redevelopment, and construction sites. Applies to a minimum of 1 acre sites.						Required by August 15, 2009					*											
Permit Review, Inspections, Enforcement Permitting process with plan review, inspections, and enforcement capability to meet following standards for private and public projects – minimum 1 acre or more. Include: • Prior to development review all site plans with high potential for erosion (Appendix 4); • Inspect sites during construction; • Inspect sites after development; verify maintenance plan. • Track 95% inspections; • Develop enforcement strategy • Enable waivers as applicable • for proposed development activities;						Required by August 15, 2009					*											
Post Construction Operation and Maintenance Verify adequate long-term operation and maintenance of post-construction stormwater facilities and BMPs via: • Ordinance or other enforceable mechanism • Maintenance standards as or more protective than Chapter 4, Volume V of 2005 Ecology Stormwater Manual • Annual (or as necessary) inspection of treatment and flow control facilities to ensure compliance with standards • Inspect all facilities for new residential development that are part of a larger development every 6 months during heaviest construction;						Required by August 15, 2009					*											
Procedure for keeping records of inspections and enforcement actions.						Required by August 15, 2009					*											
Make copies of "NOI for Construction/Industrial Activity" available to representatives of new or redevelopment activity.																						
Train staff to implement program and keep documentation of training actions						Required by August 15, 2009					*											
Pollution Prevention and Operation/Maintenance for Municipal Operations																						
Adopt standards as protective as those in Stormwater Manual, Chapter 4, Volume 5 and perform timely maintenance as specified								Required by February 15, 2010					*									
Annual inspection (with possible exceptions) of municipal owned or operated treatment and flow control facilities, and appropriate maintenance actions in								Required by February 15, 2010					*									

Currently in Council review

Completed, this will be ongoing

Completed, this will be ongoing

Completed, this will be ongoing

Completed, this will be ongoing

Completed, this will be ongoing

Completed, this will be ongoing

Program Action/Task	Schedule																				Resource Evaluation	Comments
	2007				2008				2009				2010				2011					
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
accordance with standards																						
Conduct spot checks after major storm events								Required by February 15, 2010					*									
Inspect (and clean as necessary) all catch basins and inlets at least once before permit term ends								Required by February 15, 2010					*									
Establish inspection program for 95% of all sites								Required by February 15, 2010					*									
Establish and implement practices to reduce runoff impacts from roads, parking lots and other public facilities owned or maintained by permittee (e.g. street sweeping, etc.)								Required by February 15, 2010					* Our facilities plan is drafted. Still needs to be reviewed and adopted									
Establish and implement policies and procedures to reduce pollutants in discharges for all lands owned or maintained by permittee and subject to this permit. Reduce pollutants in runoff from public properties (e.g. fertilizer/pesticide use, sediment/erosion, trash, landscape maintenance and vegetation disposal)								Required by February 15, 2010					* Our facilities plan is drafted. Still needs to be reviewed and adopted									
Employee training								Required by February 15, 2010					*									
Develop and implement SWPPP fro heavy equipment maintenance/storage yards								Required by February 15, 2010					*									
Record keeping								Required by February 15, 2010					*									
Monitoring																						
No monitoring is required during this permit period except associated with TMDLs and/or illicit discharge.																						
Each annual report will include a description of any stormwater monitoring or studies conducted by the permittee during the permit period, and an assessment of the appropriateness of the BMPs identified by the permittee for each component of the SWMP and any changes made (or anticipated) to BMPs previously selected																						

Program Action/Task	Schedule																				Resource Evaluation	Comments
	2007				2008				2009				2010				2011					
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
Preparation for future, long-term monitoring that includes: • Stormwater monitoring – identify two outfalls or conveyances where sampling could be conducted (one for commercial, one for low-density residential land use) SWMP effectiveness monitoring – by Dec 31 2010 identify two suitable questions and select sites for monitoring																*						
Reporting requirements																						
TMDL																						
For TMDLs not listed in Appendix 2 (Nooksack TMDL is listed with reference to Ferndale actions), compliance with this Permit shall constitute compliance with those TMDLs. For TMDLs that are approved by EPA after permit is issued, Ecology may establish TMDL related remit requirements through future permit modification if Ecology determines additional actions are needed (there isn't enough happening). The modification could occur to this permit or when it is reissued.																						
Administration/Reporting																						
Annual Report including: • 2 printed and electronic copy • Keep all record at least 5 years • Make records available to public • Report includes: ○ Copy of SWMP ○ Submittal of Appendix 3 – Annual Report for Cities, Towns, Counties • Notices of any annexations, incorporations or jurisdictional boundary changes changing applicable geographic permit area.					*				*				*				*					

Required by December 31, 2010

Annual reports due by March 31 of each year starting in 2008

The City submitted our annual report March 3rd 2008

Regular City Council Meeting
Tuesday, September 1, 2009, 7:00 p.m.
City Hall Council Chambers

CALL TO ORDER

INVOCATION Dave Templin, Whidbey Presbyterian Church

ROLL CALL

Jim Slowik, Mayor
Seven Members of the Council,
- Rick Almberg
- James M. Campbell
- Eric Gerber
- Danny Paggao, Mayor Pro Tem
- Jim Palmer
- Beth Munns
- Bob Severns

Paul Schmidt, City Administrator
Margery Hite, City Attorney
Doug Merriman, Finance Director
Steve Powers, Development Services Director
Cathy Rosen, Public Works Director
Eric Johnston, City Engineer
Rick Wallace, Chief of Police
Mark Soptich, Fire Chief
Mike McIntyre, Senior Services Director
Mack Funk, Harbormaster
Renée Recker, Executive Assistant to the Mayor

MINUTES

MOTION: **COUNCILMEMBER MUNNS MOVED TO APPROVE THE MINUTES OF THE 7/16/09 SPECIAL MEETING AND THE 8/5/09 REGULAR MEETING. THE MOTION WAS SECONDED BY COUNCILMEMBER CAMPBELL.**

VOTE ON THE MOTION: **7/16/09 SPECIAL MEETING**
COUNCILMEMBERS ALMBERG AND GERBER ABSTAINED FROM THE VOTE. COUNCILMEMBERS CAMPBELL, PAGGAO, PALMER, MUNNS, AND SEVERNS VOTED IN FAVOR OF THE MOTION. THAT PORTION OF THE MOTION TO APPROVE THE 7/16/09 SPECIAL MEETING MINUTES CARRIED.

8/5/09 REGULAR MEETING
COUNCILMEMBERS PALMER AND GERBER ABSTAINED FROM THE VOTE. COUNCILMEMBERS ALMBERG, CAMPBELL, PAGGAO, MUNNS, AND SEVERNS VOTED IN FAVOR OF THE MOTION. THAT PORTION OF THE MOTION TO APPROVE THE 8/5/09 REGULAR MEETING MINUTES CARRIED.

Recognition of Doug Merriman, Finance Director
Mayor Slowik read the letter received from the Washington Finance Officers Association which recognized Mr. Merriman's accomplishments in achieving educational and professional excellence in finance. Mr. Merriman received the Professional Finance Officer Award for the State of Washington and has received this award for the past sixteen years.

NON-ACTION COUNCIL ITEMS

Employee Recognition – Kim Perrine, Law Department, 20 Years
City Attorney Margery Hite honored Kim Perrine, Oak Harbor Law Department's Legal Assistant, for her twenty years of service and talked about Ms. Perrine's many achievements. Kim is gracious, an institution of the Law Department, the princess of pro law, an eagle-eyed editor, incredible typist and assistant, the Law Department's librarian, keeper of the code, and fierce guardian of all legal documents. On a personal note, Ms. Perrine is the backbone of the City's wellness committee, has spent eighteen years as the coordinator of the City's Relay for Life team, is a great meatball chef, has no faults, and is always willing to help the City. Councilmember Severns, who is Ms. Perrine's neighbor, also thanked her for so many years of service to the City and noted that she has personally raised over $30,000 on behalf of Relay for Life.

Public Comments
Mary Anna Cummings, 225 NE Ernst, Oak Harbor. Ms. Cummings spoke with concern about an apartment building's address, 192 NE Ernst, which instead seems to be a continuation of Harvest Drive and presents problems for delivery services and could be a potential problem for emergency response. Her complete comments are attached to these minutes as Exhibit A. Mayor Slowik will let Ms. Cummings know what will be done to correct this problem.
Mel Vance, P.O. 2882, Oak Harbor. Mr. Vance talked about the annual Whidbey Island Kite Festival which will be held on September 26 and 27, 2009 at the Camp Casey Conference Center. Free admission, lots of activities for children and families, kite competitions, vendors, and Whidbey Island Sport Kite Championship Competition are all a part of this weekend event.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS

Consent Agenda
a. Excused Absence – Councilmember Beth Munns for 9/15/09
b. Application for Taxi License – Kelly Cab
c. Dance Hall License – Public Dancing at Dan's Classic Ballroom Studio
d. Noise Permit – Birthday Party for Steve Potter
e. Resolution – Identity Theft Prevention Program (Red Flag Initiative)
f. Approval of Grant Submittal – For submittal to the Washington State Public Works Board, Regatta Water Main Extension
g. Authorization to Solicit Bids – RBC Diversion Pump Station Upgrades
h. Pay Bills

MOTION: **COUNCILMEMBER MUNNS MOVED TO APPROVE CONSENT AGENDA ITEMS A THROUGH H WITH ITEM H PAYING ACCOUNTS PAYABLE CHECK NUMBERS 138117 – 138123 IN THE AMOUNT OF $971.45, ACCOUNTS PAYABLE CHECK NUMBERS 138124 – 138279 IN THE AMOUNT OF $372,733.04, ACCOUNTS PAYABLE CHECK NUMBERS 138280 – 138282 IN THE AMOUNT OF $66,326.01, ACCOUNTS PAYABLE CHECK NUMBERS 138283 – 138399 IN THE AMOUNT OF $460,780.99, PAYROLL CHECK NUMBERS 93141 – 93148 IN THE AMOUNT OF $87,115.00, PAYROLL CHECK NUMBERS 93149 – 93216 IN THE AMOUNT OF $901,894.66, AND PAYROLL CHECK NUMBER 93217 IN THE AMOUNT OF $1,061.10. THE MOTION WAS SECONDED BY COUNCILMEMBER SEVERNS AND CARRIED UNANIMOUSLY.**

Public Hearing – Application for Nightclub License, China Harbor Restaurant and Lounge

Chief of Police Rick Wallace presented this agenda bill which discussed the application for a nightclub license by Xin (Sam) D. Zhao for China Harbor Restaurant and Lounge. As a result of Chief Wallace's investigation, which included a review of the police responses to China Harbor from June 2008 through June 2009 and an interview of the manager Kimberly Bonilla, there are no concerns about public health and safety issues as described in OHMC 5.22.045(4) and China Harbor is operating with the appropriate levels of security staffing to handle or prevent issues relating to security, traffic, noise and litter. In a review with the Director of Development Services and the Oak Harbor Fire Chief regarding this business, it was determined there were no issues about the building that were of concern relating to the issuance of a nightclub license.

Mayor Slowik opened the public hearing at 7:23 p.m. but there were no comments so the public hearing was closed.

Council Discussion

Discussion followed about the operating hours for security coverage, if security can check customer identification, if security will remain at the door, and the separate entrance for the lounge area.

MOTION: **COUNCILMEMBER CAMPBELL MOVED TO APPROVE ISSUANCE OF THE NIGHTCLUB LICENSE TO CHINA HARBOR RESTAURANT AND LOUNGE WITH THE FOLLOWING CONDITIONS:**

1. **ADHERE TO ALL EXISTING LAWS, REGULATIONS, ORDINANCES AND ZONING CONDITIONS OF THE STATE OF WASHINGTON AND THE CITY OF OAK HARBOR APPLICABLE TO THE NIGHTCLUB BUSINESS LOCATED AT 630 SE PIONEER WAY, OAK HARBOR, WASHINGTON.**

2. **ENSURE THAT THE CURRENT PRACTICE CONSISTING OF AT LEAST ONE DESIGNATED SECURITY PERSON, EITHER FROM EXISTING ON-DUTY EMPLOYEES OR IN ADDITION TO, WILL BE ON DUTY ON FRIDAYS AND SATURDAYS, BETWEEN THE HOURS OF 10:00P.M. AND 2:00A.M.**

ANY VIOLATION OF THE ABOVE CONDITIONS, ACCORDING TO THE CHIEF OF POLICE OF OAK HARBOR, SHALL SUBJECT THE LICENSE HOLDER TO THE PENALTIES OF OAK HARBOR MUNICIPAL CODE 5.22.065 AND MAY SUBJECT THE LICENSE HOLDER TO LICENSE REVOCATION PER OAK HARBOR MUNICIPAL CODE SECTION 5.22.070.

THE MOTION WAS SECONDED BY COUNCILMEMBER GERBER AND CARRIED UNANIMOUSLY.

Public Hearing – Brian Gentry, SR-20 Annexation

Development Services Director Steve Powers presented this agenda bill for the proposed Gentry – SR-20 Annexation consisting of approximately 37 acres located at the southwest corner of SW 24th Avenue (Haga Road) and State Route 20. Mr. Powers reviewed the history of the proposed annexation which began in 2007 with Mr. Gentry's submission of intent. The petitioner is requesting annexation of approximately 37 acres (or 41 acres including rights-of-ways) which is reduced from the original area covering approximately 77 acres. Staff concludes that the proposed annexation is generally consistent with Comprehensive Plan annexation policies. The proposed annexation, while adding to the service area, is not anticipated to negatively affect the City's existing LOS for services (water, sewer, parks, streets and stormwater) while the property remains essentially undeveloped. The development of the annexation property will add to the service demands of the City; this additional burden is addressed to some degree through the construction of public utilities at the developer's cost and through the payment of impact and system development fees. The proposed annexation agreement requires the petitioner to begin development of the property within a specific timeframe (seven years). It also establishes the owner's responsibility for street and utility studies and improvements, including off-site stormwater improvements. The agreement, while acknowledging the proposed City affordable housing project and the development role the City might assume, is written in a fashion that establishes the petitioner's development responsibilities if the affordable housing project does not take place. It notes that the sole obligation assumed by the City under this agreement is the obligation to annex the annexation properties into the City if the City Council approves the annexation. The proposed ordinance notes the annexation agreement runs with the land, requires the assumption of City indebtedness by the owners of the properties and establishes the R-1 zoning for the subject properties.

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

Doris Wasilewski, 30433 SR-20, Oak Harbor. Ms. Wasilewski spoke with concern about the annexation and if it would become a positive or negative effect on her property. What would annexation mean for her property: could she pasture a pony, raise chickens, see an increase in her property's tax base; would she be required to connect to City water and sewer? Ms. Wasilewski was also concerned about increased development in light of houses not selling and standing empty, loss of trees and habitat, and overall, what annexation would mean for her.
Mel Vance, P.O. 2882, Oak Harbor. Mr. Vance noted that Ms. Wasilewski brought up issues that have been mentioned to him. If her property is withdrawn, it would still be contiguous to the City on the east side of the highway. How can the City force someone to annex when they don't want to? The City will receive property for affordable housing; is this a conflict of interest on the City's part?
Brian Gentry, Landed Gentry, 504 E Fairhaven, Burlington. Mr. Gentry spoke as the annexation's petitioner and commended staff for their work and presentation of the annexation's history and material. Mr. Gentry felt this is a reasonable proposal which has strived to keep contiguous boundaries. He noted that his father has talked with the Wasilewski's and another property owner and did not hear major objections then. Mr. Gentry remained available for additional questions or comments.
Henry Tessler, 279 SW Capital Drive. What is affordable housing, are there covenants, and who will receive those covenants?
Mayor Slowik noted that the affordable housing project submitted to the state was rejected. The purchase agreement with Mr. Gentry has expired. The City does not anticipate another round of affordable housing applications for a year or better and will re-evaluate any possibilities for application after that time period.

With no other comments coming forth, Mayor Slowik closed the public hearing at 7:40 p.m.

Council Discussion
Discussion followed about the City's potential conflict of interest regarding affordable housing even though it has expired. City Attorney Hite noted that the conflict of interest law would not apply to a legislative action and this is legislative in nature. Mr. Powers also reiterated that the state application was not accepted and there is no longer an option to purchase with Mr. Gentry since the City was not funded at the state level. Discussion continued about Ms. Wasilewski's questions and concerns. Mr. Powers responded that he did not intend to suggest that access would run through her property and re-showed the PowerPoint slides indicating the properties in question. The Wasilewski property is among those properties/property owners who did not sign the annexation petition. There is not a plat for consideration at this time. Access, in general, will need to line up with Scenic Vista / east side of the highway and Mr. Powers hoped that any misconceptions about access were clarified. The Oak Harbor Municipal Code does not require inclusion in the City's water system; sewer hookup may be required if the property is within 200 feet of the City's sewer system. The questions about pasturing a pony or raising chickens could not be answered at this time. Discussion continued about the developer's responsibility to improve SW Eagle Drive and the City's responsibility if the City undertook the affordable housing project. It was

clarified that the developer is responsible for this street's improvements. Council also asked if the petition method of annexation forces those owners who did not sign the annexation petition to annex against their will. Mr. Powers noted that the petition method is the most common method for annexation. Council has the discretion to set the annexation boundary as they see fit based on Comprehensive Plan Goals and Policies, and that enough land area must be maintained to cross over the sixty percent threshold. The property could be annexed without their signature on the petition or can be excluded. If excluded, an enclave would be created which is counter to Comp Plan Goal and Policy 4.b which states, "The City should avoid annexations that would result in unincorporated enclaves within the UGA." If the annexation is approved as proposed, the annexation would not create any unincorporated enclaves. Discussion followed about the Ridgeway properties which appear to be surrounded by the City. Mr. Powers noted that they already are surrounded and there is a County enclave there. If the Gentry annexation is approved as proposed, an additional enclave would not be created but some do already exist. Discussion returned to the question of animals and if they could be grandfathered in. Council asked if, when completed, the traffic and stormwater studies could be provided for Council Members. Highway setbacks, layout, and other property details would come before Council as part of a future preliminary plat proposal and as part of the project level review. R-1 zoning allows three to six homes per acre. Discussion continued about the seven year performance timeline, the affordable housing project, if any additional time would be given to the developer beyond the seven years if affordable housing receives approval in the future, the remedy for non-performance which would be an enforcement of the annexation agreement, and if drainage and traffic reports become useless with the passage of time. It was clarified that there would be no reason to initiate those studies until an actual project is proposed. Development Services has been working on time limits within annexations, and the 2008 Foreman Annexation was the first annexation with performance time added to the annexation agreement. Discussion continued about item 6 of the annexation agreement which references an option for the City to purchase five acres for development of an affordable housing project. Will the agreement be changed since the affordable housing project is not viable at this time? Mr. Powers noted that the option expired yesterday, but the agreement could be changed if Council wished to hold the agreement over to another meeting. The option was left in place in case an opportunity arose that is not available right now. This agreement would already cover those contingencies. Or, it could be revised to reflect the situation as the City understands it today. Discussion continued about the timeline, if passing the low impact development code would affect this annexation (no, applicable codes are honored at the time the application is made), the sixty percent threshold, enclaves, septic failures and if there is assistance with future sewer hookup, the benefit of improvements and City services, and which emergency services respond to enclaves. Discussion followed about item 4 of the agreement and sole obligation, keeping the agreement as it is written to allow for flexibility, and if there is an obligation to pay fees for connections to City services if they are not connected (no). Mr. Gentry was asked if he was in favor of the agreement's flexibility and he felt it would keep provisions in place for the future. After two and half years in the annexation process, Mr. Gentry would favor seeing approval of the agreement as written.

MOTION: **COUNCILMEMBER ALMBERG MOVED TO APPROVE THE GENTRY SR-20 ANNEXATION FOR APPROXIMATELY 37 ACRES (APPROX. 41 ACRES INCLUDING RIGHTS-OF-WAY) LOCATED AT THE SOUTHWEST CORNER OF SW 24TH AVENUE AND SR-20. THE MOTION WAS SECONDED BY COUNCILMEMBER MUNNS AND CARRIED UNANIMOUSLY.**

MOTION: **COUNCILMEMBER ALMBERG MOVED TO ADOPT THE ORDINANCE. THE MOTION WAS SECONDED BY COUNCILMEMBER CAMPBELL AND CARRIED UNANIMOUSLY.**

MOTION: **COUNCILMEMBER ALMBERG MOVED TO APPROVE THE ANNEXATION AGREEMENT. THE MOTION WAS SECONDED BY COUNCILMEMBER MUNNS AND CARRIED UNANIMOUSLY.**

Mayor Slowik called for a break at 8:15 p.m. and the meeting reconvened at 8:25 p.m.

Public Hearing – Ordinance, Mid-Year Budget Amendment
Finance Director Doug Merriman gave a PowerPoint presentation which demonstrated the purpose of a mid-year budget amendment due to changes that may have occurred since the 2009-2010 budget was originally projected in the fall of 2008. An important step in preparing the 2009-2010 biennial budget is calculating an estimate of financial resources that were projected to be available for appropriation on January 1, 2009. 2008 final actual revenues and final actual expenditures were slightly different than the projection made in August of 2008. This typically results from the deferment of projects, variations in staffing levels, planned purchases, or from other events such as delaying a grant application or other financing option until 2009. The budget amendment is required to amend the 2009 budget and change the beginning fund balance figures from those estimated in August of 2008 to the actual balances on hand at January 1, 2009. Mr. Merriman talked about the five operational items that require a mid-biennial budget amendment:

1. The 2008 Fire Bond, Fund #230.
2. The Fire Department's State Homeland Security Grant for 2009-2010 which was obtained after the current budget was adopted affecting the General Fund #001.
3. The Street Division of Public Works' Traffic Safety Commission Grant affecting the Streets Fund #001.
4. The Parks Department's two projects to be completed in 2009 affecting the Neighborhood Parks Fund #125 and the Community Parks Fund #126: Scenic Heights Trailhead and improvements to Ft. Nugent Park.
5. The Windjammer Boardwalk Project which was paid out of the Community Parks Fund #126.

Mayor Slowik opened the public hearing at 8:30 p.m. but there were no comments so the public hearing was closed.

Council Discussion
Discussion followed about the effect on last year's budget (a reduction), that financial resources are higher, Engineering's move to the Public Works Department, boardwalk project and how it was funded (per Council's approval, $70,000 was moved from the Izett project to the Parks Fund), and that the bottom line is a tax-neutral impact.

MOTION: **COUNCILMEMBER PALMER MOVED TO APPROVE THE ORDINANCE TO ADJUST THE 2009-2010 BIENNIAL BUDGET TO APPROPRIATE AND ENCUMBER ADDITIONAL RESOURCES TO RECONCILE 2009 ESTIMATED BEGINNING FUND BALANCES TO ACTUAL RESOURCES ON HAND AS OF JANUARY 1, 2009, AND TO REFLECT ANY INCREASES IN APPROPRIATION AUTHORITY NECESSARY TO MEET OPERATIONAL PROJECTS NOT PREVIOUSLY INCLUDED IN THE 2009-2010 BUDGET. THE MOTION WAS SECONDED BY COUNCILMEMBER CAMPBELL AND CARRIED UNANIMOUSLY.**

Memorandum of Agreement – Maylor Point Trail
City Engineer Eric Johnston presented this agenda bill in consideration of two agreements between the City of Oak Harbor and Navy Region Northwest to allow use of Maylor Point Trail located on the Seaplane Base. Mr. Johnston gave a PowerPoint presentation which detailed the location and history leading to these two agreements. Approval of the Memorandum of Agreement (MOA) will allow both the general public and Navy personnel to use the trail as it continues out to Maylor Point which extends the Waterfront Trail from the Scenic Heights Trailhead site.

Mayor Slowik opened the meeting to public comments.
Mel Vance, P.O. Box 2882, Oak Harbor. Mr. Vance spoke with concern about existing parks and parks maintenance and if this would create an additional burden in the parks system. He was also concerned with potential disruption of Native American archeological sites (it was clarified that that trail would not disturb these sites).

With no other comments coming forth, Mayor Slowik closed public comments on the Maylor Point Trail.

Council Discussion
Mr. Johnston was thanked for his hard work on this project. Council asked about the gate and fence and that there will not be a fence out to the end of Maylor Point at this time. Liability will rest on the City whether there is a fence or not and WCIA does not see additional exposure with the risk level being the same as the City's other facilities, the Navy will have the right to close the gate if security status changes, the agreement specifies the City has the right to use the trail for two years, and the Navy has dictated the terms of the agreement and the City hopes it will be renewed. Discussion followed about a joint Navy/City event to celebrate the trail's opening. The $15,000 for trail improvements will be done by the City, and discussion continued about Ft. Nugent

Park's trails and if there are funds to improve that park's trail system. Off-Island visitors are enjoying Ft. Nugent's Frisbee Disk Golf Course and trails.

Mayor Slowik complimented both Admiral Simons and Base Commander David noting that the funds are short-term for this short-term agreement; the City will look to the future for longer term funds. Mr. Johnston was thanked again for his work with Navy Region Northwest; NASWI has been extremely supportive.

MOTION: COUNCILMEMBER MUNNS MOVED TO AUTHORIZE THE MAYOR TO SIGN THE TRAIL MEMORANDUM OF AGREEMENT AND RIGHT OF ENTRY AGREEMENT WITH THE U.S. NAVY FOR THE MAYLOR POINT TRAIL. THE MOTION WAS SECONDED BY COUNCILMEMBER GERBER AND CARRIED UNANIMOUSLY.

Construction Administrative Services Agreement – Phase I, Marina Project
Steve Powers, Development Services Director presented this agenda bill which recommended approval of a contract amendment with Reid Middleton, Inc. in the amount of $88,518.00 for the provision of construction administration services regarding Marina Redevelopment Phase I. City staff has developed the scope of work and Reid Middleton will provide both project management and constructions services. The proposed amendment is on a "time plus expense" basis, and would bring the new total contract amount to $292,418.00. The funding for this contract amendment is available in the Marina's cash reserves. Mr. Powers noted that the contract amendment number should be number three and not number four.

Council Discussion
Discussion followed about the amount of funding left in the Marina's cash reserves, that this scope of work was anticipated, and Reid Middleton's bid came in $100,000 less than expected.

MOTION: COUNCILMEMBER CAMPBELL MOVED TO APPROVE CONTRACT AMENDMENT 3 WITH REID MIDDLETON FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE MARINA PHASE I REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED $88,518.00, REVISING THE TOTAL CONTRACT AMOUNT TO $292,418.00. THE MOTION WAS SECONDED BY COUNCILMEMBER MUNNS AND CARRIED UNANIMOUSLY.

City Administrator's Comments
City Administrator Paul Schmidt reviewed upcoming standing committee meeting dates, noting the joint meeting of City Council and the Planning Commission on Thursday, October 8, 2009, 6:00 p.m. at City Hall, and AWC's regional fall meeting on October 20, 2009 which conflicts with Council's regular meeting date. This Council meeting might be moved to October 21, 2009 to accommodate Council's attendance at AWC's meeting. Mr. Schmidt also discussed AWC's model for 1033 which might be ready for review by the Finance Standing Committee.

Councilmembers' Comments
Council Members gave their respective standing committee reports. Councilmember Campbell asked about the electrical problems at the City's Staysail RV Park and suggested the electrical system be updated now before any future reconfiguration/updates to the whole RV Park. Councilmember Severns talked about the annual full-scale exercise on Monday September 28th, beginning at 5:30 p.m., as announced by Fire Chief Mark Soptich via email. To date, participants include the Oak Harbor Police and Fire Departments, North Whidbey Fire & Rescue, Navy EOD, Whidbey General Hospital EMS Division, and the Island County Sheriff's Office. Councilmember Palmer talked about the excellent budget and fiscal management seminar he had attended along with Mr. Merriman. Councilmember Munns noted that the Military Appreciation Picnic will be held on September 12, 2009 from noon to 4:00 p.m. along with an outdoor showing of Madagascar 2 sponsored by Comcast. Ms. Munns also talked about Capt. Greg Johnson's arrival in Oak Harbor and the luncheon which will be held on September 21, 2009 at the Elk's Club. Reservations can be made through the Chamber of Commerce or Ms. Munns. Councilmember Paggao thanked OHPD and Emergency Services for responding to his daughter-in-law's reaction to medication. An OHPD officer stayed with her children and another officer came to the Paggao home to let them know what had happened.

Mayor's Comments
Mayor Slowik talked about how busy City staff is, especially Engineering staff. The City has many projects most of which tie to the Windjammer Plan, and the City is going forward as much as possible in light of limited funding. Mayor Slowik thanked the Council for their progress and forward-looking thinking which is very encouraging. Mayor Slowik also mentioned Driftwood Days which will be held on September 19, 2009 at Windjammer Park's beach.

ADJOURN
With no other business coming before Council the meeting adjourned (without a motion) at 9:25 p.m.

_____
Connie T. Wheeler
City Clerk

Exhibit A

September 1, 2009

Dear Mayor and Council Members,

The reason for this letter is to request your help getting a street sign or an address change for 192 NE Ernst Street, which is an apartment building behind the Elks Club.

I became aware early this year that there was a problem with 192 NE Ernst when Fed Ex left delivery notices for an overnight letter meant for # 102 at 192 NE Ernst, at my house, which is #102 at 225 NE Ernst.

FedEx couldn't find the address and neither could I when I drove up and down NE Ernst searching for 192 with no luck. Google and Yahoo maps say 192 is right there on NE Ernst-but it isn't. Luckily, after many days I found a neighbor who told me that 192 is actually on the private drive behind the Elks. It is on the continuation of Harvest Drive or the Roller Barn on Le Barron Drive and in fact, the apartment right next to 192 has a Le Barron address.

A few months later I found four cases of Ensure left on my porch from Walgreens, again, delivered for the 192 address. I told Walgreens how to find 192, but unfortunately, it was several days before this important delivery was picked up and delivered to the right address.

Next, a few months ago I woke up to an Oak Harbor Fireman pounding on my front door and emergency lights flashing from the fire truck through my windows. I told them how to find 192 by turning onto what looks like Harvest. That day I called the Street Department suggesting a street sign for NE Ernst at the intersection of Harvest. Our fire department is outstanding in responding to emergencies, but the lack of a street sign for a wrong address even stymied them.

Finally, last Tuesday the ambulance from Whidbey General Hospital was in front of my house at 6 am looking for 192. Luckily, this time it was the cab ambulance and not the emergency one, but it was another warning of what could happen. I called Rick Tyhuis that morning and told him we have to do something about the 192 street address. I know getting a new street sign takes time and better yet, changing the address is a complicated process, but I am pleading for your attention to this matter.

What if I am not home to give directions to 192 the next time? What if next time minutes count and there is a life or death situation at that address?

Please help before we have a tragedy or a lawsuit because of this problem address.

Thanks in advance,

Mary Anna Cummings

City of Oak Harbor
City Council Agenda Bill

Bill No. 2
Date: September 15, 2009
Subject: Employee Recognition

FROM: **Jim Slowik, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

To recognize a City employee for 15 years of service.

AUTHORITY

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

SUMMARY STATEMENT

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

- Paul Schroer / Oak Harbor Fire Department – 15 years

STANDING COMMITTEE REPORT

None

RECOMMENDED ACTION

Congratulate Mr. Schroer for completing 15 years of service.

ATTACHMENTS

None

MAYOR'S COMMENTS

None

City of Oak Harbor

OFFICE OF THE MAYOR
JIM SLOWIK
MAYOR

PROCLAMATION IN RECOGNITION OF

UNITED WAY MONTH
SEPTEMBER 17 THROUGH OCTOBER 17, 2009

WHEREAS, In 1887, a Denver priest, two ministers and a rabbi recognized the need for cooperative action in order to address their city's welfare problems and planned the first United Way campaign which benefited ten local health and welfare agencies; and

WHEREAS, over 122 years later, United Way of America is still focused on mobilizing the caring power of communities and creating opportunities for a better life for all by "Living United"; and

WHEREAS, founded in 1970, United Way of Island County brings volunteers, individuals and companies together throughout Island County to mobilize community resources in order to improve people's lives; and

WHEREAS, funds raised benefit our community needs and through local organizations have directly assisted over 50,000 individuals and, indirectly many more; and

WHEREAS, we acknowledge and appreciate all of the United Way volunteers for their generous contributions of time and energy; and

WHEREAS, it takes everyone in the community working together to create a brighter future. Give. Advocate. Volunteer. LIVE UNITED.

NOW, THEREFORE, WE, Jim Slowik, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **September 17 through October 17, 2009** as **United Way Month.**

Signed this 15th day of September, 2009

Jim Slowik, Mayor

City of Oak Harbor

OFFICE OF THE MAYOR
JIM SLOWIK
MAYOR

PROCLAMATION IN RECOGNITION OF
WHIDBEY CAMANO LAND TRUST WEEK
SEPTEMBER 27 THROUGH OCTOBER 3, 2009

WHEREAS, The Whidbey Camano Land Trust is a non-profit land conservancy organization established by community members in 1984 to protect the natural heritage of Whidbey and Camano Islands; and

WHEREAS, Whidbey and Camano Islands are important to the citizens of Washington State because of their significance for salmon recovery, fish and wildlife protection, tourism, Puget Sound water quality, scenic quality and location of Ebey's Landing National Historical Reserve and eight State Parks; and

WHEREAS, the Whidbey and Camano Land Trust has protected more than 5,800 acres of critical fish and wildlife habitat, forests, farms, coastal lands, wetlands and streams, and open space on Whidbey and Camano Islands; and

WHEREAS, the Whidbey and Camano Land Trust is committed to continuing to provide a land legacy for current and future generations and a place for wildlife to live and thrive; and

WHEREAS, the Whidbey and Camano Land Trust actively stewards, monitors and restores the lands it protects, including enhancing forests and wetlands, and the recovery of salmon habitat and rare plant populations; and

WHEREAS, the Whidbey and Camano Land Trust has helped effect the transfer of 600 acres of state school trust lands, through the State's Trust Land Transfer program, to Island County and other local agencies to ensure the forests, riparian, wildlife, coastal and scenic values are conserved forever for the benefit of Washington's citizens; and

WHEREAS, the Whidbey and Camano Land Trust has a reputation for effective land protection of priority lands and waters and integrity in its dealings with all parties; and

WHEREAS, the Whidbey and Camano Land Trust works with landowners, community groups, government agencies, and scientists to protect the distinctive qualities of Whidbey and Camano Islands; and

WHEREAS, the Whidbey and Camano Land Trust assists other Land Trusts and conservation organizations to build a strong, caring and effective conservation community in Island County and statewide; and

WHEREAS, 2009 marks the 25th anniversary of the founding of the Whidbey and Camano Land Trust and this anniversary celebrates the importance and the impact of grassroots citizen land conservation.

NOW, THEREFORE, WE, Jim Slowik, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **September 27 – October 3, 2009** as **Whidbey Camano Land Trust Month.**

Signed this 15th day of September, 2009

Jim Slowik, Mayor

City of Oak Harbor
City Council Agenda Bill

Bill No. 5

Date: SEPTEMBER 15, 2009

Subject: **PUBLIC COMMENTS**

FROM: **Jim Slowik, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

SUMMARY STATEMENT

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

City of Oak Harbor
City Council Agenda Bill

Bill No. 09A 60A
Date: September 15, 2009
Subject: Ordinance Introduction – Amend OHMC Section 1.04.010 – Time and Place of 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 recommend an earlier start time for City Council meetings.

AUTHORITY

In accordance with RCW 35A.12.110 – City Council shall meet at such times as may be designated by the City Council.

SUMMARY STATEMENT

Earlier this year the question arose as to the possibility of changing the City Council meeting time to begin one hour earlier at 6:00 p.m. instead of 7:00 p.m. Mayor Slowik suggested a survey be conducted through the City's April and May 2009 utility billings. A slight majority of those who responded to the survey indicated support of the proposed earlier starting time. Moreover, there was not a significant objection to an earlier start time.

STANDING COMMITTEE REPORT

This item was presented and discussed at the Governmental Services Standing Committee on August 10, 2009.

RECOMMENDED ACTION

Approve Ordinance amending OHMC Section 1.04.010 – Time and Place of Council meetings.

ATTACHMENTS

Survey and tabulation of results.
Ordinance

MAYOR'S COMMENTS

Please take a few minutes to complete this survey.
Please circle the letter corresponding to your answer.

1. Oak Harbor City Council agendas are currently available through various media – the City's website (www.oakharbor.org), the Whidbey News Times and the Library. If you would prefer to receive the agendas by e-mail, please provide your e-mail address below:

   _____

   Please note that undeliverable e-mails will be removed from the list without further notice.

2. Currently, the Oak Harbor City Council meetings are scheduled to begin at 7 pm. The Council is considering changing the start time to 6 pm. Please indicate which start time you prefer.

   a. 6 pm
   b. 7 pm
   c. No preference

3. Are you a subscriber to Comcast Cable?

   a. Yes – If yes, please proceed to question 4
   b. No – If no, please skip to question 6

4. Do you watch Oak Harbor City Council meetings on Comcast Cable Channel 10?

   a. Yes – If yes, please proceed to questions 5 and 6
   b. No – If no, please skip to question 6

5. There are 22 scheduled Council meetings each year. Which best categorizes your frequency of watching the meetings on Channel 10 this past year?

   a. More than 20 meetings (> 90%)
   b. 16 meetings (75%)
   c. 11 meetings (50%)
   d. 6 meetings (25%)
   e. Less than 6 meetings (<25%)

6. What is your preferred method for staying up to date on Council actions?

   a. Watching Council Meetings on Comcast Channel 10
   b. Direct mail, Newsletters
   c. Coffee Clutches, informal meetings
   d. Whidbey News Times Articles
   e. Attending Council Meetings
   f. City's website
   g. Other _____

We appreciate your input. Please return by June 18th.
You may either drop this off at our Utilities Office in City Hall or return with your utilities payment or mail to: Mayor's Office, 865 SE Barrington Dr., Oak Harbor, WA 98277
Thank you.

Survey 2009 Summary of Results

A total of 7,365 surveys were mailed with our Utility Bills in April and May 2009. Of that total, 421 surveys were returned, for a response percentage of 5.7%.

Summary:

- 54 respondents (12.8%) requested to have the Council agenda e-mailed to them. City Clerk Connie Wheeler has begun e-mailing agendas to these 54 respondents.

- City Council Meeting time preferences:

62%	have no preference, either 6pm or 7pm
22 %	prefer a 6pm start time
15%	prefer a 7pm start time
0.3%	prefers a 5pm start time (write in)
0.3%	prefers a 6:30pm start time (write in)

- 78% of the respondents are subscribers to Comcast Cable, with 62% of those indicating that they have watched Council Meetings on Channel 10 during the past year:

  27% watched 50% of the broadcasts
  27% watched less than 25% of the broadcasts
  20% watched 25% of the broadcasts
  15% watched 75% of the broadcasts
  11% watched more than 90% of the broadcasts

- What is your preferred method for staying up to date on Council actions?

  41% prefer to read the Whidbey News Times
  26% prefer to watch Council Meetings on Channel 10
  15% prefer a newsletter
  7% prefer to use the City's website
  4% prefer to attend Council Meetings
  4% selected "Other" (see below for comments)
  3% prefer to attend Coffee Clutches or informal meetings

"Other" comments:

- I talk to my next door neighbor Jim Campbell – he's on Council
- E-mail – *indicated by 3 respondents*
- I do not know what happens in the Council
- Neighbors
- Personal contact
- Misc
- Mailers, Skagit Valley Herald
- Not up to date
- Gossip
- House on market to move out of state soon!
- I just don't care no more (to much good old boy network)
- Don't care. Why do I have to pay for storm drains I don't have?
- Word of mouth

Miscellaneous Comments written on survey:

- *Re: #2 Please indicate which start time you prefer.*
  - Leave it up to the Council.
  - The "working" people have a rough time making a 6pm meeting.
- *Re: #4 – Do you watch Oak Harbor Council meetings on Channel 10?*
  - Does not watch Channel 10 because it is not in closed caption.
  - Put KING radio (FM98.1) back on Channel 10 when showing events to come.
  - Direct TV subscriber – These meetings should be available on all broadcast media not just Comcast Cable.
- *Re: #5 - Which best categorizes your frequency of watching the meetings on Channel 10 this past year?*
  - Haven't up to this point.
  - You should have asked how much of each meeting do you watch. <10 minutes; 12-30 minutes; >30 minutes.
  - When its working – which is only 50% of the time.
- *Re: #6 – What is your preferred method for staying up to date on Council actions?*
  - *Direct Mail and Newsletters*
    - Too expensive
  - *Whidbey News Times Articles*
    - Too often the newspaper articles do not provide a factual reporting of what has happened.
    - Not much news in the paper
  - *Attending Council Meetings*
    - Just started going to them
- *Re: Channel 10*
  - This is a waste of a TV Channel and a waste of City resources.
  - Volume too low
  - When we lived there we knew nothing of this Cable 10. Now we live out of state.
  - Sound system not very good.
  - Get the sound level up like other channels.
  - 50% of the time the meeting is not on. There needs to be more attention paid to insure it plays as scheduled.
  - Sound quality somewhat lacking on TV.
- Once I start receiving agendas on e-mail, I will be watching more meetings on TV plus occasionally attending meetings if start at 6pm.
- I don't care to stay up to date with anything politically based.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE SECTION 1.04.010 CONCERNING THE TIME AND PLACE OF COUNCIL MEETINGS

THE CITY COUNCIL OF THE CITY OF OAK HARBOR do ordain as follows:

Section One. Oak Harbor Municipal Code Section 1.04.010 entitled "Time and place of council meetings" and last amended by Ordinance No. 1407 §1 in 2005, is hereby amended to read as follows:

1.04.010 Time and place of council meetings.

(1) The council of the city of Oak Harbor shall meet on the first Tuesday of each month. There shall be a second regular council meeting each month, except in the months of July and August, on the second Tuesday following the first monthly council meeting.

(2) If the date of any of the council meetings above scheduled falls on an official holiday, as set forth in the statutes of the state of Washington, or on a day on which a general election or on a day of a primary for a general election is to be conducted or on National Night Out, the council meeting shall be held at the same time on the following day.

(3) Regular meetings will be held at City Hall in the city of Oak Harbor and shall start at ~~7:00~~6:00 p.m.

~~(4) Before each regularly scheduled council meeting, there shall be a regularly scheduled workshop starting at 6:45 p.m., and lasting until the regular meeting starts. No motion may be made or passed during such workshop and the time shall be primarily used for the council to ask questions of administration, to receive short reports on projects and to discuss agenda items other than quasi-judicial items such as preliminary plat approval, rezones and PRD overlay zonings.~~

Section Two. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section Three. Effective Date. This Ordinance shall be in full force and effect five days after publication.

PASSED by the City Council this _____ day of _____, 2009.

APPROVED by the Mayor this _____ day of _____, 2009.

THE CITY OF OAK HARBOR

_____
Mayor

Attest:

_____

City Clerk

Approved as to Form:

_____

City Attorney

Published: _____

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City of Oak Harbor
City Council Agenda Bill

Bill No. N/A 6B
Date: September 15, 2009
Subject: Authorization to Advertise for Bids for Beverage Vending Machine Services

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 for bids for an exclusive license to sell beverages from vending machines in City Parks for the time period of November 2, 2009 through December 31, 2010.

AUTHORITY

RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities.

SUMMARY STATEMENT

Beverage vending machine services have been made available to members of the public who visit the City's parks and marina since 1997. In 2000, the City Council approved a contract with *Coca-Cola* Bottling Company of Washington for the sale of soft drinks, water, isotonics, and juice products for a term of six years. The contract has expired and *Coca-Cola* Bottling Company of Washington has gradually removed the majority of their machines. To date, there are two machines at Ft. Nugent Park and one at Windjammer Park. *Coca-Cola* Bottling Company of Washington has not expressed an interest in continuing with their service and notification has been provided to them that the City intends to solicit bids for beverage machine services and it is necessary for them to remove their remaining machines.

STANDING COMMITTEE REPORT

This item was brought before the Public Works and Utilities Standing Committee on September 3, 2009.

RECOMMENDED ACTION

Authorize the advertisement for bids for an exclusive license to sell beverages from vending machines in City parks.

ATTACHMENTS

Request for Proposals - License for Vending Machine Services
Vending Agreement

MAYOR'S COMMENTS

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CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON

Request for Proposals

LICENSE FOR BEVERAGE VENDING MACHINE SERVICES

City of Oak Harbor
Department of Public Works
865 SE Barrington Drive
Oak Harbor, WA 98277

CITY OF OAK HARBOR
REQUEST FOR PROPOSALS
LICENSE FOR BEVERAGE VENDING MACHINE SERVICES

NOTICE IS HEREBY GIVEN: The City of Oak Harbor is soliciting proposals from qualified providers of beverage vending machine services. Sealed proposals must be received by the City Clerk no later than 4:00 p.m. on Friday, October 9, 2009. The awarded contract will be for the remainder of the 2009-2010 biennial budget, with an option to renew each year for two additional years. The anticipated contract start date is November 2, 2009.

The complete RFP may be viewed on the City's website at www.oakharbor.org. This RFP provides complete information on the services being sought and the submittal requirements. Copies of the RFP may be downloaded directly from the City's website. Those who wish to automatically receive any addenda or a notice of cancellation should provide contact information by emailing Sandra Place, Equipment & Purchasing Coordinator, at splace@oakharbor.org . Those who do not provide contact information are solely responsible for monitoring the City's website for an addenda to the RFP or a notice of cancellation. This Request for Proposals may be cancelled at the discretion of the Public Works Director.

No supplier may withdraw his proposal within 45 days after the actual date of the opening.

Small businesses and minority owned businesses are specifically invited to submit proposals.

The City of Oak Harbor reserves the right to reject any and all proposals and to waive any informality in the RFP process.

Any questions regarding this RFP need to be addressed to Sandra Place at 360-279-4757 or be emailed to splace@oakharbor.org.

_____
Connie Wheeler, City Clerk

Published: Daily Journal of Commerce–
Whidbey News-Times –

CITY OF OAK HARBOR
REQUEST FOR PROPOSALS
BEVERAGE VENDING MACHINE SERVICES

BACKGROUND

The City of Oak Harbor is requesting proposals from suppliers to provide beverage vending machines at the following locations:

Ft. Nugent Park
Windjammer Park
Flintstone Park
Oak Harbor Marina

PROJECT DESCRIPTION

1. Automatic vending machines shall be new and/or of good quality as determined by the City. All vending machines shall be attractive in appearance using the latest designs in the marketplace and shall reasonably match either in color or style. Energy efficient machines are required and must have an energy saving device at each point of sale. In addition the City reserves the right to turn off the interior vending lighting. Power to the vending machines must fit the present configuration at each location. The Vending Machine Operator will not be charged for power consumed by machines.

2. Beverage vending machines must accept any combination of nickels, dimes, quarters and one dollar bills.

3. All refunds will be processed exclusively between the Vending Machine Operator and the customer. Vending Machine Operator shall absorb all money shortages that may develop due to theft, burglary, inoperable vending machines, or other cause.

4. All machines are to be installed by the Vending Machine Operator at no charge to the City of Oak Harbor. Vending machines shall remain the property of the Vending Machine Operator.

5. The Vending Machine Operator shall at all times, and at its expense, be responsible for all service, maintenance and repair of its vending machines. Vending Machine Operator will make available to the City and consumer a toll-free telephone number for service calls that will be displayed on machines.

6. Service personnel will be professional and courteous. It is preferred that service personnel wear uniforms provided by the Vending Machine Operator. At a minimum, service personnel must have Vending Machine Operator supplied identification badges.

7. Five day a week business service must be provided. Vending machines shall be restocked as needed.

8. The Vending Machine Operator shall add or replace vending machines at the discretion of the City's Public Works Director. Permission to relocate, exchange or remove vending machines must be approved in advance by the Public Works Director.

9. Upon request, the Vending Machine Operator will provide the City with information on its gross income from sales of vended products at City facilities.

10. Vending Machine Operator shall obtain a City of Oak Harbor business license prior to performing any work pursuant to the Agreement.

PRODUCT QUALITY AND VARIETY

The Vending Machine Operator will maintain fresh products in its vending machines and will ensure that all products vended conform in all respects to local, state, and federal laws and regulations relating to the standards of food and drink and shall be suitable for human consumption in all respects. Vending Machine Operator shall provide a list of products to be sold from the vending machines prior to the execution of this Agreement.

PRICING FOR VENDED PRODUCTS

Vending Machine Operator shall provide:

- Detailed information on the firm's proposed fee schedule for specifications proposed and any variation for non-routine services, inclusive of Washington State sales tax and any other applicable governmental charges.
- A statement outlining how the Vending Machine Operator will document and report revenues and expenditures.
- The percentage of gross revenue to be paid to the City; this shall be a minimum of 25%.

COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Oak Harbor may purchase from City of Oak Harbor contracts, provided that the Supplier has agreed to such participation. Each bidder shall indicate in their proposal if they will honor other public agency orders in accordance with the final contract terms and conditions. The City of Oak Harbor does not accept any responsibility for purchase orders issued by other public agencies.

LIABILITY INSURANCE

Vending Machine Operator will be required to enter into a Vending Agreement (Sample attached), and 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 products and materials supplied to the City. The City of Oak Harbor shall be named as an additional insured on the policy.

Vending Machine Operator shall maintain the following insurance limits:

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

The Vending Machine Operator'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 Vending Machine Operator's insurance and shall not contribute with it.

The Vending Machine Operator's insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

Verification of Coverage. Vending Machine Operator 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 Vending Machine Operator before installation of the beverage vending machines.

TERM OF CONTRACT

The Agreement will be for the remainder of the 2009-2010 Biennial Budget, and will be renewable annually for an additional two (2) years. The Public Works Facilities and Operations Administrative Division shall make the determination of Agreement renewal. The City reserves the right to cancel the Vending Agreement upon 30 days written notice to the Vending Machine Operator.

ADDITIONAL INFORMATION OR SCHEDULING SITE VISITS

For more information, contact Sandra Place, Equipment and Purchasing Coordinator, at 360-279-4757 or by email at splace@oakharbor.org.

SUBMITTAL REQUIREMENTS

In addition to any promotional information, each Vending Machine Operator must submit the following:

1. Percentage of gross revenue to be paid to the City, this shall be a minimum of 25%.
2. Pricing for vended items.
3. Proposed service schedule.
4. Options for providing refunds.
5. Pictures or brochures of proposed machines to be installed.
6. Completed Supplier's Qualifications form.
7. Completed Non-Collusion Affidavit.
8. Proposal must be signed by a company officer with the appropriate authority to commit the supplier to the proposal.

9. Indicate in the proposal to what extent, if any, the bidder would accept orders from other public agencies based on the bid submittal to the City in accordance with the Cooperative Purchasing clause shown above.

SELECTION PROCESS

1. Vending Machine Operator proposals will be analyzed by staff.
2. Selected Vending Machine Operator may be required to meet with City staff to discuss their proposals.

SELECTION CRITERIA

1. Responsiveness to the Request for Proposals.
2. Product Pricing.
3. Compliance with the product requirements.
4. Availability of service.
5. Business record & references.

SUBMITTAL DATE & ADDRESS

Proposal must be received by the office of the City Clerk no later than 4:00 p.m. on Friday, October 9, 2009.

Address Proposal to:

City of Oak Harbor
Attn: City Clerk-Vending Machine Services
865 SE Barrington Drive
Oak Harbor, WA 98277

STATEMENT OF SUPPLIER'S QUALIFIATIONS
CITY OF OAK HARBOR REQUEST FOR PROPOSAL
BEVERAGE VENDING MACHINE SERVICES

Each Supplier bidding on work included in these documents shall prepare and submit the following data along with their proposal.

1. Name: _____
2. Business Address: _____
3. Business Phone: _____ Fax: _____
4. How many years have you been engaged in business under the present firm name? _____
5. Describe the general character of work performed by your company:

   _____

   _____

6. Provide at least three references with phone numbers:

   1. _____
   2. _____
   3. _____
   4. _____

7. Bank references: _____
8. State of Washington Registration No.: _____
9. Federal IRS Identification No.: _____
10. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the provision of beverage vending services to the City of Oak Harbor should I be awarded the Agreement

    Company: _____

    Authorized Signature: _____

    Print Name: _____

    Title: _____

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss
COUNTY OF ISLAND)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint or free competitive bidding in the preparation and submission of a proposal to the Owner for consideration in the award of an agreement on the services described as follows for the City of Oak Harbor:

Vending Machine Services

_____ _____
FIRM NAME AUTHORIZED SIGNATURE

Sworn to before me, this _____ day of _____, 2009

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

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VENDING AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____ by and between the CITY OF OAK HARBOR, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and _____, whose address is _____, hereinafter referred to as the "Vending Machine Operator."

1. License.

1.1 In accordance with the Vending Machine Services proposal submitted by Vending Machine Operator on _____, the City hereby grants Vending Machine Operator an exclusive license to locate and sell from vending machines on City-owned parks on the terms and conditions set forth herein and in the Request for Proposals – License for Beverage Vending Machine Services – issued by the City on _____.

1.2 The parks at which the Vending Machine Operator may locate and conduct sales from vending machines are:

Ft. Nugent Park	Up to 2 Machines
Windjammer Park	Up to 4 Machines
Flintstone Park	Up to 2 Machines
Oak Harbor Marina	Up to 1 Machine

1.3 Exclusive Right. This Agreement grants the Vending Machine Operator the exclusive right to locate and sell from vending machines on the City-owned park property designated in Paragraph 1.2 above for the duration of this Agreement.

2. Operational Responsibilities of Vending Machine Operator. Vending Machine Operator represents that it is fully qualified to provide and service vending machines appropriate for the above-listed locations.

2.1 Vending Machine Operator shall perform and conduct, in accordance with all requirements of this Agreement, the installation and operation of up to nine (9) vending machines, to be located in the above-listed four (4) City-owned parks as described in 1.2 above. Vending Machine Operator shall be solely responsible for installation of the vending machines and shall install all vending machines within ten (10) calendar days of the beginning of the Term of this Agreement. Vending Machine Operator shall install and operate its vending machines and conduct all its operations at the above-listed locations in conformity with all applicable federal and state laws, rules and regulations, local ordinances, and City Rules and Regulations for the above-listed locations.

2.2 Vending Machines. Automatic vending machines shall be new and/or of good quality as determined by the City. All vending machines shall be attractive in appearance using the latest designs in the marketplace and shall reasonably match each other at the same location either in color or style. Energy efficient machines

are required and must have an energy saving device at each point of sale. In addition, the City reserves the right to turn off the interior vending lighting. Power to the vending machines must fit the present configuration at each location. The machines must accept any combination of nickels, dimes, quarters and one dollar bills. Vending machines must sense whether the product was dispensed and refund payment if the product is not dispensed.

2.3 Products Vended. Vending Machine Operator shall provide a list of products to be sold from the vending machines prior to the execution of this Agreement. Products shall generally be national brands. Vending Machine Operator will maintain fresh products in its vending machines and will ensure that all products vended shall conform in all respects to local, state, and federal laws and regulations relating to the standards of food and drink and shall be suitable for human consumption in all respects.

2.4 Prices for Products. Vending Machine Operator will not increase the prices charged for products sold in its vending machines, as detailed in the Bid Proposal, above the sales prices for the corresponding products specified for each year during the Term. City and Vending Machine Operator may, by mutual written agreement, adjust the sales prices for any product or products sold from the vending machines.

2.5 On-Call Service. Vending Machine Operator will provide on-call maintenance and repair service for its machines. Vending Machine Operator will make available to the City and to consumers a toll-free telephone number for service calls that will be displayed on machines.

2.6 Maintenance of Vending Machines. Vending Machine Operator shall service all its vending machines and related equipment as often as is necessary to keep the machines and equipment properly supplied and in good working order. Vending Machine Operator will maintain a program of regular preventive maintenance and replacement of worn, damaged, or malfunctioning machines. City may require Vending Machine Operator to replace vending machines that cannot be returned to service within four (4) working days of the service call. Replacement vending machines will be of a type and condition at least equal to the machines that are replaced. Vending Machine Operator will keep its vending machines neat and sanitary. Vending Machine Operator will clean all spills that occur while filling, cleaning, or maintaining its machines, clean the front and top of each vending machine each time Vending Machine Operator restocks or services it. Vending Machine Operator shall cooperate with City to promptly remedy any sanitary problems related to Vending Machine Operator's machines. The City shall not be responsible in any way for any damage or loss to Vending Machine Operator's property, including vending machines, due to vandalism, theft, fire, casualty, natural disaster, crime, acts of terrorism, riot, or civil disorder.

2.7 Restocking Vending Machines. Vending Machine Operator will inspect and restock its machines as needed to ensure that the products advertised for sale are

available upon payment. Vending Machine Operator may not maintain, store or keep any products outside of the vending machines or on the premises.

2.8 Operating Notices. Vending Machine Operator will affix to each vending machine a prominent notice containing instructions on how to (1) operate the machine, (2) report malfunctions, (3) comment on product quality, and (4) request refunds. Vending Machine Operator will affix a visible Unit Number to easily identify each machine for accounting and servicing requirements.

2.9 Refunds. All refunds will be processed exclusively between the Vending Machine Operator and the customer.

2.10 Costs of Operation. Vending Machine Operator shall have sole responsibility for paying all costs for installing, operating, servicing, and replacing its vending machines and any necessary related equipment. City shall furnish Vending Machine Operator with electrical energy for operation of Vending Machine Operator's vending machines free of cost. Vending Machine Operator shall absorb all money shortages that may develop due to theft, burglary, vandalism, inoperable vending machines or other cause.

2.11 Signs. Vending Machine Operator will not post signs or posters on the vending machines area, or elsewhere, and will not engage in any marketing or promotional activity without the City's written permission, which may be denied in the City's sole discretion.

3. Royalty Payments and Reports.

3.1 Royalty to City. In consideration for the license granted to Vending Machine Operator by the City under this Agreement, Vending Machine Operator shall pay a minimum of twenty-five percent (25%) of its gross revenue from sales pursuant to this license on a quarterly basis to the City of Oak Harbor, 865 SE Barrington Drive, Oak Harbor, WA 98277. Vending Machine Operator shall make all royalty checks payable to "The City of Oak Harbor". A statement of accounts which includes the timeframe for the collections, the dollar amount of sales from each vending machine referenced by Unit Number, gross receipts, and the percentage due the City must be included with each check.

3.2 Vending Machine Operator will keep accurate records of its sales and will make these records available to the City upon request during the Term of the Agreement and for up to four (4) years after the expiration of the Term. Vending Machine Operator shall permit authorized representatives of City to accompany Vending Machine Operator's employees during cash collection and counting and to randomly examine the receipts of the vending machines operated by Vending Machine Operator.

4. Term. This Agreement begins on November 2, 2009, and ends on December 31, 2010, unless terminated sooner. This Agreement will be renewable annually for an additional two (2) years.

5. Termination. Either party may terminate this Agreement with or without cause on ten (10) calendar days' written notice to the other party. Termination does not waive, release, or forego any legal remedy for any violation, breach, or non-performance of any of the provisions of this Agreement.

6. Risk Management.

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

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

6.2 Insurance. The Vending Machine Operator 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 products and materials supplied to the City.

6.2.1. No limitation. Vending Machine Operator's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Vending Machine Operator to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

6.2.2 Minimum Scope of Insurance. Vending Machine Operator shall maintain the following insurance limits:

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

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

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

The Vending Machine Operator'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 Vending Machine Operator's insurance and shall not contribute with it.

The Vending Machine Operator'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.

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

6.2.5 Verification of Coverage. Vending Machine Operator 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 Vending Machine Operator before goods, materials or supplies will be accepted by the City.

6.2.6 Material Breach. Vending Machine Operator acknowledges that any failure to comply with the requirements of this section may be deemed by the City to be a material breach and cause for termination of this Agreement.

7. Independent Contractor.

7.1 The parties do not intend to constitute nor create an employer-employee relationship because Vending Machine Operator is an independent contractor. Vending Machine Operator shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions including, but not limited to, industrial insurance (Workmen's Compensation). Vending Machine Operator agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made against the City, because of these obligations.

7.2 Any and all employees of Vending Machine Operator, while engaged in the performance of any work, shall be considered employees of Vending Machine Operator only and not of the City, and any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Vending Machine Operator, while so engaged in any and all claims made by a third party as a consequence of any negligent act or omission on the part of Vending

Machine Operator's employees, while so engaged on any of the work, shall be the sole obligation and responsibility of Vending Machine Operator.

7.3 Vending Machine Operator assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state, and city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Vending Machine Operator and as to all duties, activities and requirements by Vending Machine Operator in performance of the work and Vending Machine Operator shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

8. Employment. Vending Machine Operator warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for Vending Machine Operator, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Vending Machine Operator, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

9. Miscellaneous.

9.1 Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Vending Machine Operator shall make available to the City for the City's examination all of Vending Machine Operator's books, records and documents with respect to all matters covered by this Agreement and, furthermore, Vending Machine Operator will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to audit all contracts, invoices, materials, deposits, receipts, tax returns and other data relating to all matters covered by this Agreement.

9.2 City of Oak Harbor Business License. Vending Machine Operator shall obtain a City of Oak Harbor business license prior to performing any work pursuant to this Agreement.

9.3 State of Washington Requirements. Vending Machine Operator shall register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and RCW 51.08.195 prior to performing this Agreement.

9.4 Compliance with Federal, State and Local Laws. Vending Machine Operator shall comply with and obey all federal, state, and local laws, regulations, and

ordinances applicable to the operation of its business and to its performance of work hereunder.

9.5 Subletting/Assignment of Agreement. Vending Machine Operator shall not sublet or assign any of the work without the express, prior written consent of the City.

9.6 Waiver. Any waiver by Vending Machine Operator or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

9.7 Complete Agreement. This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

9.8 Non-Discrimination.

9.8.1 The CITY is an equal opportunity employer.

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

9.8.3 Non-discrimination in Services. The Vending Machine Operator will not discriminate against any recipient of any services or benefits provided for

in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

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

9.9 Modification of Agreement. This Agreement may be modified by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and Vending Machine Operator.

9.10 No Partnership. The parties do not intend to create any joint venture or partnership by this Agreement.

9.11 Other Rights. The parties do not intend to confer any rights or benefits on any third parties by this Agreement.

9.12 Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

9.13 Notices. Notices to the City of Oak Harbor shall be sent to the following address:

City of Oak Harbor
Attn: Connie Wheeler, City Clerk
865 SE Barrington Drive
Oak Harbor, WA 98277

Notices to Vending Machine Operator shall be sent to the following address:

Vending Machine Operator
Attn:_____
_____
_____

9.14 Venue. Any lawsuit arising out of this Agreement shall be brought in Island County Superior Court and the laws of the state of Washington shall apply to this Agreement.

IN WITNESS WHEREOF, the City and Vending Machine Operator have executed this Agreement as of the date first above written.

CITY:

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

_____
Jim Slowik, Mayor

ATTEST:

_____
Connie Wheeler, City Clerk

VENDING MACHINE OPERATOR

_____
_____
_____

_____

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City of Oak Harbor
City Council Agenda Bill

Bill No. CA 6a
Date: September 15, 2009
Subject: Excused Absences for Mayor and Councilmembers and Council Meeting Date Change

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 as to form

PURPOSE:
The purpose of this agenda bill is to approve an excused absence request from the Mayor and Councilmembers for the October 20, 2009 Council meeting and direct the City Clerk to adjourn the October 20, 2009 Council meeting for lack of quorum, set a new meeting date of October 21, 2009 at 7:00 p.m. in City Council Chambers, and provide the appropriate notices in the manner required by RCW 42.30.080.

AUTHORITY:
Pursuant to RCW 42.30.090, the City Council may direct the City Clerk to adjourn the October 20th regular City Council meeting on that date and time for lack of a quorum. Further, the City Clerk shall be directed to set a new meeting date of October 21, 2009 at 7 p.m. in City Council Chambers. The City Clerk should then provide the appropriate notices in the manner required by RCW 42.30.080. The meeting on October 21, 2009 at 7 p.m. will constitute a regular meeting of the Oak Harbor City Council.

SUMMARY STATEMENT
Mayor Jim Slowik, Councilmember Rick Almberg, Councilmember Jim Campbell, Councilmember Beth Munns and Councilmember Bob Severns will be attending the Association of Washington Cities (AWC) Regional Meeting in Mount Vernon, Washington, October 20, 2009. Councilmember Jim Palmer has an approved excused absence in place so there will not be a quorum for City Council's October 20, 2009 regular meeting.

STANDING COMMITTEE REPORT
None

RECOMMENDED ACTION

1. Approve the absences of Mayor Jim Slowik, Councilmember Rick Almberg, Councilmember Jim Campbell, Councilmember Beth Munns and Councilmember Bob Severns to allow for their attendance of the AWC Regional Meeting in Mount Vernon, Washington, on October 20, 2009.

2. Direct the City Clerk to adjourn the regular meeting on October 20, 2009 (for lack of a quorum) to a new regular meeting date of October 21, 2009 at 7:00 p.m. in City Council Chambers and provide appropriate notice of the adjournment on October 20th in the manner required by RCW 42.30.080.

ATTACHMENTS:
None

MAYOR'S COMMENTS:

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City of Oak Harbor
City Council Agenda Bill

Bill No. 7
Date: **September 15, 2009**
Subject: **Fire Department Reorganization Proposal**

FROM: **Mark Soptich, Fire Chief**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda item presents a proposal to reorganize the fire department.

AUTHORITY

SUMMARY STATEMENT

Since 2006, the fire department has been discussing how we operate and has been researching options on how we might improve the services we provide to a growing community.

The factors initiating the discussions include:

- ✓ Growing population
- ✓ Annexations that have occurred over the last 10 years
- ✓ New construction
- ✓ Increasing calls for service
- ✓ Growing number of required fire and life safety inspections
- ✓ Command duty responsibilities

Identifying our strengths and weaknesses, personnel resources, apparatus, and facilities were all considered.

A committee representing all facets of the department was formed to research our options. A proposal was selected and work began to construct an organizational chart.

A summary of the differences in total personnel for 2009 compared to 2010 are:

	Full-Time	Part-Time	Paid On Call	Volunteer
2009	12	0.5	36	0
2010	13	0.0	43	1

The legal department has assisted in reviewing the proposal to assure the reorganization complies with federal and state wage and hour requirements. This process will continue until the proposal is implemented.

The proposal includes the following. Annual costs for each were identified using 2009 budget figures.

- Eliminating a part-time pre-incident planner position creating a savings of $8,840.
- Eliminating a full-time Maintenance Lieutenant position creating a savings of $91,657.
- Reassigning the current Battalion Chief position to the proposed Deputy Chief position responsible for Fire Prevention. There would be no increase to the budget.
- Providing $54,891 for Command pay.
- Creating a full-time Deputy Chief position managing the Operations section with a cost of $98,307.
- Creating a Fire Prevention Specialist, Public Educator position with a cost of $53,884.
- Creating a Deputy Chief responsible for the management of Paid On Call personnel with a cost of $9,000. The position would have 10 hours per week.
- Creating 4 Paid On Call Lieutenant positions with a cost of $3,000.
- Creating a Volunteer Chaplin position with cost for this position required for uniforms, travel, etc. There are no labor costs.
- An increase of Paid On Call personnel from the current 36 positions to 43.

Total cost to implement this proposal in 2010 is $118,585. This takes into consideration the costs associated with the elimination of the two positions.

This proposal is expandable with increases for the initiating factors identified above. It increases the number of personnel available for command duty from 2 to 5. The span of control is improved for personnel management. It better defines responsibilities with positions. It provides promotional opportunities for both full-time and Paid On Call personnel.

Our organization is a combination department comprised of career and paid on call personnel. This type of organization has served the department and city well for many years but has not keep up with the demands of a growing community. The city has financially benefited from a combination type organization.

Our ability to function as a combination department is due to the dedication and willingness of our personnel working together for the benefit of the community they serve. There are many departments that desire to incorporate the programs we make use of.

STANDING COMMITTEE REVIEW

The Public Safety Standing Committee reviewed this item at their August 27 meeting and recommended it be forwarded to the city council for consideration.

RECOMMENDED ACTIONS

Approve the proposed reorganization of the fire department with budget adjustments identified for 2010.

ATTACHMENTS

MAYOR'S COMMENTS

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