City of Oak Harbor

City Council Meeting Agenda for

May 15, 2012

6:00 p.m.

Oak Harbor City Council
REGULAR MEETING
Tuesday, May 15, 2012, 6:00 p.m.

Welcome to the Oak Harbor City Council Meeting

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

CALL TO ORDER

INVOCATION

ROLL CALL

MINUTES 5/1/12 Regular Meeting, 5/4/12 Workshop

NON-ACTION COUNCIL ITEMS:

1. Proclamation – National Public Works Week.
2. Public Comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

3. Consent Agenda:

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   a. Appointment – Youth Services Advisory Board, Ron Lawler.

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   b. Appointment – Youth Services Advisory Board, McKenzie Schneider.

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   c. Noise Permit – Mision Emanuel – Youth Event.

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   d. Noise Permit – Whidbey Cruzers.

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   e. Noise Permit – Living Faith Christian Center.

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   f. Noise Permit – Seanotes Big Band.

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   g. Noise Permit – Oak Harbor Key Club.

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   h. Noise Permit – Relay for Life.

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   i. Approval of Accounts Payable Vouchers (Pay Bills).

Page 79
4. Public Hearing – Youth Services Advisory Board Code Revision.

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5. Introduction – Personnel "Housekeeping" Code.

Page 95
6. Agreement – Reimbursement for Services, Swinomish Indian Tribal Community.

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7. Contract Award – Gun Club Road Water Main.

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8. Construction Management Contract – Gun Club Road Water Main.

Page 181
9. Marina Rates Resolution – Contract Pricing and New Fuel Pricing Method.

Page 219
10. Delegate Selection – AWC Annual Meeting.

Page 221
11. Future City Council Pending Items.
12. City Administrator's Comments.
13. Council Members' Comments.
14. Mayor's Comments.

ADJOURN

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

"Each person's task in life is to become an increasingly better person."
-Leo Tolstoy

City Council Regular Meeting
Tuesday, May 1, 2012, 6:00 p.m.
City Hall – Council Chambers

CALL TO ORDER Mayor Dudley called the meeting to order at 6:00 p.m. There were no objections to this evening's agenda as presented.

INVOCATION Councilmember Jim Campbell

ROLL CALL

Mayor Scott Dudley
Six Members of the Council,
- Rick Almberg
- Jim Campbell
- Tara Hizon
- Danny Paggao
- Joel Servatius
- Bob Severns

Councilmember Beth Munns was absent and formally excused from the meeting.

Steve Powers, Interim City Administrator
Bill Hawkins, City Attorney
Doug Merriman, Finance Director
Cathy Rosen, Public Works Director
Eric Johnston, City Engineer
Melissa Sartorius, Associate Planner
Rick Wallace, Chief of Police
Ray Merrill, Fire Chief
Renée Recker, Executive Assistant to the Mayor
Karen Crouch, Executive Assistant to the City Administrator

MINUTES

The April 17, 2012 regular meeting minutes were accepted as presented.

NON-ACTION COUNCIL ITEMS

Proclamation – Bike to Work Month

Councilmember Paggao read this proclamation and presented it to Maribeth Crandell, Oak Harbor's Environmental Educator, Ms. Crandell presented these interesting facts: Trimming down to one car saves $340 per month. The Center for Disease Control (CDC) says the number one strategy for reducing disease is walking followed by biking. Thirteen pounds can be lost in the first year of commuter biking. Ms. Crandell talked about websites for biking services and clubs to log bike mileage - Whidbey Bicycle Club, and Cascade Bike Club Seattle. A free breakfast will be offered on May 9th celebrating Bike to Work Month at Bayview Park and Ride, Coupeville Fire Hall, and the Wal-Mart rest stop. Ms. Crandell encouraged the public to talk to their children's PE teachers about bike training. For more information go to the City's website: www.oakharbor.org/green

Proclamation – National Nurses Week

Councilmember Hizon read and presented this proclamation to Capt. Karen Pruett-Baer, Director of Nursing Services at the NASWI Hospital. Capt. Pruett-Baer thanked the Mayor and Council for honoring the nursing profession.

Presentation – Greenroad Certification to the City of Oak Harbor
City Engineer Eric Johnston introduced Crystal Donner, P.E. and Board President of Greenroad Foundation and President and CEO of Perteet, Inc; Jeralee Anderson, Executive Director of the Greenroad Foundation; Craig Weiland, Project Engineer for Greenroad; Dave Mohler, P.E. from KBA Construction Management, Inc.; Nathan Cutler, P.E. from Strider Construction, Inc.; Dan Hanson, Design Engineer from Perteet, Inc.; Oak Harbor's Larry Cort, Project Manager; Joe Stowell, Project Engineer; and Rhonda Severns, Downtown Liaison. Mr. Johnston also acknowledged and thanked the City's public works employees and other City staff for their hard work and dedication. Greenroad is a measure of sustainability and this certification joins other sustainable elements in the City.

Ms. Anderson talked about the design and construction rating system, sustainable roadway design, and healthy living through walkable and bikeable streets. Oak Harbor's certification represents the first Silver Project in the world and the second to become certified.

City Council Members talked about environmental factors, the pleasantness of Pioneer Way and the successful events that are now being hosted there, and thanked those involved in the project and Greenroad certification.

Break
Mayor Dudley called for a five-minute break at 6:15 p.m. and the meeting reconvened at 6:20 p.m.

Public Comments
Paul Brewer, Oak Harbor. Mr. Brewer spoke in support of the Greenroad certification, the long history of the Pioneer Way project, recycling, and the upcoming transfer station. Mr. Brewer also spoke with concern over digging into the Pioneer Way road bed because of sewer connections: Why wasn't this caught and how will this be paid for? How will it affect rates? What is being done to make sure this will not happen again?
Shane Hoffmire, Oak Harbor. Mr. Hoffmire spoke with concern regarding stifling public comments, applause or emotional displays, banning hats in Council Chambers, and the intrusion on constitutional rights: We, the people, will always have the last word. Sometimes it takes time to see what is right. Consider what is right and what the people want. Follow your hearts on these decisions. Together, let us move our City forward. Sharing what is on your mind and standing up can cause criticism. Mr. Hoffmire spoke about the Seattle area new stations' coverage of a past Council meeting, those who were interviewed, and comments about those who were interviewed: I continue to strive to be the most trustworthy father and friend. Those closest to my family know the facts. I defend our beloved City.

With no other comments coming forth, Mayor Dudley closed this portion of the meeting.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS

Consent Agenda

A. Excused Absence Request – Councilmember Jim Campbell from the 6/19/12 Meeting.
B. Approval of Accounts Payable Vouchers.

Councilmember Hizon asked about Council's 6/19/12 meeting being in conflict with the AWC Conference in Vancouver and City Administrator Powers said this would be addressed during City Administrator's comments at the end of the meeting.

MOTION: **Councilmember Campbell moved to approve Consent Agenda Items A and B with Item B paying Accounts Payable check numbers 149758 - 149762 in the amount of $322.25, Accounts Payable check numbers 149763 - 149771 and 149773 - 149948 in the amount of $605,510.27, Accounts Payable check number 149772 in the amount of $134.19, Payroll Check numbers 95484 - 95515 in the amount of $591,638.73, and Payroll Check numbers 95516 - 95537 in the amount of $35,544.26. The motion was seconded by Councilmember Hizon and carried unanimously.**

Public Hearing – Zoning Map Adoption

Associate Planner Melissa Sartorius presented this agenda bill and ordinance for adoption of the Official Zoning Map for the City of Oak Harbor. The Zoning Map is a vital tool in conveying the locations and boundaries of the zoning districts of the City. The City updates its Comprehensive Plan and Future Land Use Map by taking action on Comprehensive Plan amendments annually in December with subsequent amendments to zoning and the Zoning Map in the spring.

Initially, there were no public comments.

Council Discussion

Discussion followed regarding the adult entertainment overlay zone and that there were no other changes from the prior Zoning Map with the exception of the map's orientation (landscape to portrait). Adult entertainment was shown as a hatch pattern only off of Goldie Road.

Mayor Dudley, returning to public comments, formally opened the Public Hearing at 6:35 p.m.

Paul Brewer, Oak Harbor. Mr. Brewer spoke with concern about the churches on Goldie Road and if they would be impacted by adult entertainment businesses.

With no other public comments coming forth, Mayor Dudley closed the Public Hearing at 6:38 p.m.

Councilmember Campbell asked for an answer to Mr. Brewer's question. City Administrator Powers responded that, when Council considered the adult entertainment overlay zone a year or so ago, buffers were put in place to protect churches, schools, and parks within prescribed distances.

MOTION: **Councilmember Hizon moved to adopt the ordinance and attached Official Zoning Map. The motion was seconded by Councilmember Campbell and carried unanimously.**

Contract – HVAC Services
Public Works Director Cathy Rosen presented this agenda bill seeking authorization to award a contract to Barron Heating and Air-Conditioning for HVAC maintenance services at several City facilities. The term of the contract will be for two years with the option to renew for a third year. The proposed bidders toured the facilities to inventory, inspect, and observe the HVAC and ventilation equipment prior to submitting their bids. Staff received and opened ten sealed bids on March 30, 2012 and recommended the bid award, in the amounts of $4,879.45 for the first and second year, and $5,121.77 for the third year be given to Barron Heating and Air-Conditioning who is the lowest responsible bidder and, with locations in Ferndale and Mount Vernon, can offer a reasonable response time for requested repairs. Staff is knowledgeable of Barron's qualifications and experience.

There were no public comments.

Council Discussion
Discussion followed about the spread in the ten bid amounts, a performance bond, and the professional services agreement.

MOTION: **Councilmember Almberg moved to authorize the bid award to Barron Heating and Air-Conditioning in the amounts of $4,879.45 for the first and second year of service, with the option to contract for a third year in the amount of $5,121.77, and authorize the Mayor to sign the contract. The motion was seconded by Councilmember Severns.**

Councilmember Campbell talked about the optional third year and Ms. Rosen recommended that the City take that third year. Mr. Campbell withdrew his statement regarding the optional third year.

VOTE ON THE MOTION: **The motion carried unanimously.**

Contract – Vending Services
Public Works Director Cathy Rosen presented this agenda bill seeking authorization to award a contract to Advantage Vending and Distribution for an exclusive license to sell beverages from vending machines in City parks and to sell concession and beverages at City-owned facilities for a term of five years from the date of the agreement.

Staff received two bids and based on the review of the selection criteria used, staff determined that Advantage Vending and Distribution was the most qualified, responsive bidder. Under the agreement, Advantage Vending and Distribution will pay the City 25% of their gross revenue from sales in City parks.

There were no public comments.

Council Discussion
Discussion followed about the definition of gross revenue as hand-written in the agreement that accompanied the bid proposal and that is was not part of the agreement for approval. Ms. Rosen felt that this was defined in the Washington Administrative Code (WAC) but it could be clarified and returned to Council (Council was satisfied with this evening's presentation). Ms. Rosen will work with City Attorney Hawkins to be sure. Discussion continued about Walton Beverage and Advantage (Walton is solely beverages; Advantage provides snacks) and the amount of revenue ($2,000-plus per year which goes into the General Fund), and the five-year term (two years did not seem long enough).

MOTION: **Councilmember Paggao moved to authorize the contract award to Advantage Vending and Distribution for an exclusive license to sell beverages and concessions from vending machines at City parks and City-owned facilities and authorize the Mayor to sign the agreement. The motion was seconded by Councilmember Hizon and carried unanimously.**

Contract – Janitorial Services
Public Works Director Rosen presented this agenda bill seeking authorization to reject all bids for janitorial services and issue a new request for proposal based on revised bid documents.

There were no public comments.

Council Discussion
Discussion followed about the need to re-advertise (the goal of re-advertising to clearly define the scope of work), the large spread between the bids (one may have had supervisory costs built into their bid), and clarification that these bidders can rebid. Discussion continued about non-profit preference with note that this is not written into the City's purchasing and bidding policies, and Council's support to include special needs organizations within future policy considerations. Discussion followed about using or hiring City staff to cover janitorial needs and that it would probably cost more to do this than the highest of the three bids received. Council and Ms. Rosen talked about past contract amounts and that the current provider was one of the bidders.

MOTION: **Councilmember Severns moved to reject all bids and direct staff to modify the bid documents to clarify the requested level of service and re-advertise for proposals for janitorial services for City Hall, Police Department, Senior Center, and Public Works Department. The motion was seconded by Councilmember Almberg and carried unanimously.**

Future City Council Pending Items
As noted in the agenda packet.

City Administrator's Comments
City Administrator Powers noted that the 5/3/12 Public Works Standing Committee had been cancelled. The Parliamentary Procedure Workshop can be held on 5/29/12 or 5/30/12 as an evening meeting potentially running from 6:00 p.m. to 9:00 p.m. Council's consensus was to schedule the workshop for May 30, 2012, at 6:00 p.m. and to let Councilmember Munns know since she was absent this evening. The public is welcome to attend.

With a choice of 6/7/12 or 6/12/12 for a special meeting to pick up the tabled items from the 4/17/12 Council meeting, Council consensus was to schedule this meeting for June 7, 2012 at 6:00 p.m. and to also coordinate this date with Councilmember Munns.

The Association of Washington Cities (AWC) Conference in Vancouver, Washington runs from June 19, 2012 through June 22, 2012 and three voting delegates need to be identified from Council Members attending this conference. Depending on the number attending this conference, the June 19, 2012 City Council meeting would need to be rescheduled. Mr. Powers asked Council to let Karen Crouch know if they plan to attend.

Council Members' Comments
Councilmember Campbell encouraged the public to attend the next Governmental Services Standing Committee meeting on 5/8/12, 3:30 p.m. at City Hall.

Councilmember Almberg asked Mr. Powers about the upcoming AWC Conference. This is AWC's annual conference, the earlier meeting was AWC's Legislative Action Conference. Mr. Almberg asked if Council could be polled this evening regarding attendance.

- Councilmember Campbell will not be attending the 6/19/12 Conference and will away before and after the conference.
- Councilmember Hizon will attend.
- Councilmember Munns will attend.
- Councilmember Paggao will attend.
- Councilmember Almberg had planned to be here, but with four Council Members not able to attend the 6/19/12 Council meeting, Mr. Almberg will attend the AWC meeting, as well.

The 6/19/12 Council meeting will need to be re-scheduled.

Councilmember Severns talked about the success of Holland Happening and thanked Kelly Beedle, Oak Harbor Tavern, for donating proceeds from the Tavern to help fund the professional 4th of July fireworks.

Councilmember Hizon also thanked Ms. Beedle and talked about the Youth Commission and the positive feedback from their community conversation: goals, better partnerships with the Navy, central location, and internships. Ms. Hizon encouraged the public to contact her and let her know their thoughts. The next Youth Commission meeting will be on 5/16/12, 5:15 p.m. at the United Way office.

Councilmember Almberg asked if a motion would be needed to move the agenda bill for the personnel handbook from the 5/15/12 Council meeting to the 6/5/12 Council meeting with a public hearing to be included. Mr. Powers noted it will be moved to the 6/5/12 meeting and include a public hearing.

MOTION: Councilmember Almberg moved to change the date to 6/5/12 and also to bring forward contracts for at-will employees who are in a position to sign contracts at that time. The motion was seconded by Councilmember Paggao.

Councilmember Severns asked if staff could be prepared by 6/5/12 and City Attorney Hawkins said staff could be prepared for that meeting date but also asked for a point of clarification: Was it Council's intent to bring them all forward? Mr. Hawkins felt that what could be brought forward are those contracts that are ready by both parties (City and the employee).

Councilmember Servatius asked if the feedback on the personnel handbook will also come back to Council. Mr. Powers responded that with the new feedback date of 5/4/12, feedback will be reviewed by Ms. Neill Hoyson when she returns and will be shared with Council.

Councilmember Campbell asked if it would be a legislative copy in order to see the changes (yes, per Mr. Powers).

Councilmember Almberg stated that he brought this forward because, if there are contract drafts or prepared contracts, he would like them to move forward so employees will know what is required of them.

Councilmember Hizon had heard from several employees - terrific feedback, and thanked those employees who contacted her.

VOTE ON THE MOTION: The motion carried unanimously.

Mayor's Comments
Mayor Dudley talked about the eight original works of art on display in Council Chambers which were done by Oak Harbor High School's highly-talented student artists. Three artists were in the audience and were thanked for their work. Mayor Dudley also welcomed Ray Merrill to his first day on the job as Oak Harbor's new Fire Chief. Mayor Dudley also talked about the upcoming workshop on Friday, May 4, 2012, 10:00 a.m. to 2:00 p.m. at City Hall, on Emergency Disaster Preparedness. The public is welcome to attend and this workshop will be filmed.

ADJOURN
With no other business coming before the Council, Mayor Dudley adjourned the meeting at 7:20 p.m.

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Connie T. Wheeler
City Clerk

City Council Workshop
Emergency Disaster Preparedness
Friday, May 4, 2012, 10:00 a.m. - 2:00 p.m.
City Hall – Council Chambers

CALL TO ORDER Mayor Dudley called the meeting to order at 10:00 a.m..

ROLL CALL

Mayor Scott Dudley
Three Members of the Council,
Jim Campbell
Tara Hizon
Joel Servatius

Steve Powers, Interim City Administrator
Lt. Craig Anderson, Oak Harbor Fire Department
Renée Recker, Executive Assistant to the Mayor

Councilmembers Rick Almberg, Beth Munns, Danny Paggao, and Bob Severns were absent.

Mayor Dudley recounted a conversation he had with a Purdue professor while on a plane returning from Haiti. The professor considered Whidbey Island a dangerous place to live in light of fault zones and overdue earthquakes. This workshop's purpose was to identify the threat of catastrophic events on Whidbey Island and address major concerns. Lt. Craig Anderson. as the moderator for this workshop, coordinated the speakers and presentations with Mayor Dudley and Ms. Recker.

Earthquakes and Whidbey Island

Presented by Dr. Brian Sherrod, USGS, and Department of Earth and Space Sciences at the University of Washington, with a specialty in paleo-seismology of the Pacific Northwest. Dr. Sherrod is a research geologist with USGS and works toward finding active faults - 5 to 6 faults exist between Whidbey Island and up the coast toward Bellingham with 3 major faults on Whidbey. Dr. Sherrod gave a PowerPoint presenting a primer on earthquake geology. Local areas of concern: South Whidbey Island fault zone (running between Crockett and Hancock Lakes), Darrington/Devil's Mountain fault zone, and Birch Bay fault zone by Bellingham. A transformer fault lies under Oak Harbor and an event within this area's fault zones would be significant as would an event with the South Whidbey Island fault zone. Dr. Sherrod considers Western Washington the "soft underbelly of North America." All of the faults are active and a quake on Whidbey could be comparable to the quake in Christchurch, New Zealand. Dr. Sherrod also talked about the fault system running through the Cascades into Central Washington and Idaho. Academic papers will be published soon on these discoveries. See the USGS website: www.usgs.gov along with the Pacific Northwest Seismic Network at: www.pnsn.org for detailed earthquake information.

Mayor Dudley called for a break at 11:00 a.m. and the workshop reconvened at 11:15 a.m.

Deception Pass Bridge and Washington State Ferries
Presented by John Himmel, WSDOT Emergency Manager; Archie Allen, WSDOT Bridge Superintendent, Northwest Region; and Tim Smith, Director of WSF Ferry Terminals. The common question is, at what magnitude will you close the bridge and Mr. Allen noted that is not solely how bridge closure is measured since many elements have to be considered in the aftermath of a quake. Mr. Allen gave a PowerPoint addressing how quake response is managed, and emphasized at-home planning which is critical. Mr. Allen's staff is trained in bridge inspection and emergency protocols. Their response weighs these factors: magnitude along with depth, shake maps, staff dispatch and inspection, access and emergency access. His department created emergency kits for staff to facilitate quick dispatch and three full crews stand by for inspections. If a bridge does not need to be closed, it is important to keep access and especially emergency access available. The Deception Pass Bridge survived the 1946 and 1965 earthquakes and can take a fair amount of movement and is not "on the radar" as problematic. Mr. Allen noted that though Deception Pass Bridge was built in 1935, it is not in back shape and not targeted for replacement dollars with a rating of 48.42. Bridges have to drop well below 50 to be of concern. This bridge is inspected annually. Pack rust has been the focus over the last four years; pin and hanger assemblies are inspected for internal cracks and would be replaced if cracked. Functionally, it is obsolete (inclusion of sidewalks, etc.) but it is architecturally and aesthetically beautiful.

Mr. Himmel talked about prioritization of a lifeline route throughout the State and his work toward this since 2006. Current work has covered Paine Field and Everett down to Joint Base Lewis McChord. With a limited amount of funds, other areas are being worked on, but to do all of the State's bridges could take another 50 years.

Lt. Anderson asked, once a bridge is shut down, what are the requirements for inspection to reopen it? Mr. Himmel said there is no exact answer and Oak Harbor and Whidbey Island have a unique situation with both a bridge and two ferry runs. Mr. Himmel hoped it would take only a few days to a week noting it is important to not shut down a bridge unless it is absolutely necessary. Mr. Allen's team notifies the local team and emergency centers can communicate with State agencies. A huge effort is put toward regional catastrophic planning including how to deal with Oak Harbor if the bridge shuts down; an eight-county region is part of this planning.

Tim Smith, Director of Terminal Engineering and Capital Programs for WSF (everything except the vessels) talked about the seismic retrofit program which began in 2009 and is in a ten-year process. Whidbey Island terminals are among the newest facilities; we are more survivable. Some seismic retrofitting has been done on the Coupeville/Port Townsend route. Mr. Smith's largest concern is with the Mukilteo terminal. There are planned exercises in June for the southern part of Puget Sound to scenario a 6.7 earthquake. First responders are the operating crews in the terminals and they would use satellite radios in their facilities to ensure communication. Heavy terminal maintenance is contracted out and WSF is governed by the U.S. Coast Guard (both the

vessels and the terminals). In a catastrophic event, it becomes a case-by-case scenario. Coleman Dock and the Mukilteo terminal are two of the most heavily-used facilities. Mukilteo would collapse in a large quake that produced liquefiable soil; Clinton is designed to a higher standard.

Mr. Himmel summed up: We are your partner in any disaster; communication is important.

Mayor Dudley called for a break at 11:55 a.m. and the workshop resumed at noon.

Electricity to Whidbey Island
Presented by Mary Robinson, PSE Manager for Business Continuity and Emergency Management; Walt Blackford, PSE Community Service Manager for Whidbey Island; and Kit Merritt, Engineer and expert for Whidbey Island's power grid. Ms. Robinson gave an overview of extreme snow and wind events in Washington, dependency on transportation systems, and the need for citizens to have emergency kits prepared for seven days without service; see www.dhs.gov With the Nisqually quake, 139 substations were lost yet power was restored within hours. The impact from quakes and storms will be different; mutual assistance is key. Ms. Robinson presented a PowerPoint on overall PSE responses to emergencies statewide.

Ms. Merritt talked about how the island is served - north island receives service across the bridge which could then serve the whole island. There are ten substations on the island and five are in the north end. Redundancy is built into the system and Oak Harbor has not seen the number of outages as in years past. PSE has had lots of practice with wind and snow, but it would be a different scenario with an earthquake. Whidbey Island is within the first tier of load shedding; a visual example, we are at the end of an extension cord. Regardless of the bridge, there is more concern about potential damage to a substation and transformers. Ms. Robinson noted that Vashon Island is a good model for an island.

Lunch
Lt. Anderson talked about how we would eat - first assessments are of family and medical needs and then thirst and hunger. Lunch for the workshop started with MREs for everyone and then the lunchtime discussion was turned over to Eric Brooks, Island County Department of Emergency Management Director. Mr. Brooks talked about survival kits versus comfort kits - something that I need versus something that I want to have.

Tammy Stillwell gave a PowerPoint about emergency kit preparations with comfort kits as a realistic guide and Thrive Shelf Reliance products were added to the lunch - a long shelf life, affordable, superior taste and quality. See www.shelfreliance.com and ThrivingHartNW.shelfreliance.com

Lt. Anderson talked about water needs and how to store water.

Emergency Water Supply System (City Hall Parking Lot)
A demonstration by Noah Lemas and Duane McNett, Aquamira Technologies, Inc., was given to the workshop participants in City Hall's parking lot. Mr. Brooks is working on grants to address these types of systems. Rich Tyhuis, Oak Harbor Public Works Operations Manager talked about Oak Harbor's water system: three emergency wells that the City maintains, and a 500,000 gallon per day capacity for a 24-hour period before stressing the aquiver. The wells and booster stations have emergency generators in place if power is lost. The City has 3 million gallons of stored water and the new reservoir will add another 4 million gallons. The new reservoir will be designed to meet the issues shown in an earlier PowerPoint and will have earthquake couplings to protect it. Electronic message boards are an effective way to notify the public about the need for water reduction; reverse 911 is being considered, as well. With 90 miles of pipe in the ground, it is key that consumption is reduced and water is stored for fire protection. The City can go 72 hours and then water would be shut down.

Panel Discussion on Current Systems in place for a Large Scale Earthquake

- Lt. Craig Anderson, Oak Harbor Fire Department.
- Eric Brooks, Island County Department of Emergency Management Director
- Lt. John Dyer, Oak Harbor Police Department (Did not participate - called away for an emergency)
- Sean Merrill, Battalion Chief, Navy Region Northwest Fire and Emergency Services
- Chris Tumblin, Whidbey General Hospital Emergency Management Coordinator
- Nancy Waddell, American Red Cross

Lt. Anderson noted that emergencies require a collective effort and each panel member explained what they do in their respective departments. With regard to the base, Mr. Merrill talked about the combined equipment and training between NASWI and Oak Harbor departments: area command would be set up along with triage. Training as a team will begin on 6/3/12. FEMA certification will be obtainable in 3 years; USR Team (Underground Search and Rescue) level status will also be achieved. We would be at USR Level 3, Seattle is Level 1, Kitsap County is Level 2. Mr. Brooks noted that Island County's jurisdictions for emergency management are coordinated through the emergency management council. He talked about their role in eliminating hazards, creating management plans and procedures, direction and coordination, communications and warnings to alert public officials and emergency response personnel, development and coordination of operations and procedures, logistics and facilities, mutual aid integration and coordination, training, assessment and evaluation of emergency management plans, response to information requests, public education programs, fiscal and administrative procedures to support emergency situations and vital records, and defining emergency management authority.

Food would not be stockpiled for communities but there are supplies for emergency personnel at emergency centers.

Ms. Waddell talked about the Red Cross helping people and first responders and how the local chapters are defined now. Coordination would also occur regionally (Island, San Juan, Whatcom, Skagit, Snohomish Counties). 15 shelters are registered now, 9 in Oak Harbor - mainly schools and churches, and the Red Cross has an emergency response vehicle on the south end. There are two supply caches of storage: north and south. The Red Cross does a lot of training and always welcomes more volunteers.

Per Mr. Brooks, emergency operations centers would be set up at the Oak Harbor Fire Department and the Commissioners room at the County campus.

Mr. Tumblin talked about Whidbey General Hospital's preparation noting that the hospital would be quickly overrun with patients. The hospital is part of a health care coalition with Whatcom, Skagit, San Juan, Snohomish, and Island Counties which would network the hospital response. Whidbey General is also working on a search and evacuation plan along with establishing alternate care facilities. Plans need to remain dynamic and not be set in stone, since they would depend on the type of disaster and what is still standing.

Lt. Anderson summed up that we are working together; there are exercises in the near future on how to enact a contingency plan. Echoing a statement made by Mr. Tumblin: Every day I do not get something done is a day closer to not being prepared for a disaster. Oak Harbor Fire Department will be holding a public workshop in September with demonstrations and teaching opportunities. The reality is the disaster will come. Lt. Anderson thanked the Mayor and Council for their support and Mayor Dudley also expressed thanks to those who presented this workshop. Have an emergency kit, think ahead, and plan for a week without food, water, and emergency supplies.

Adjourn
Mayor Dudley adjourned the workshop at 2:30 p.m.

_____
Connie T. Wheeler
City Clerk

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR

PROCLAMATION IN RECOGNITION OF

NATIONAL PUBLIC WORKS WEEK
MAY 20 - 26, 2012

WHEREAS, Public Works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of Public Works systems and programs such as water, sewers, storm drain, streets, public buildings, and solid waste collection; and,

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skill of Public Works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff our Public Works Department is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, the theme of this year's celebration is "Public Works: Creating a Lasting Impression".

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim, **May 20 - 26, 2012** as **National Public Works Week**.

Signed this 15th day of May, 2012

Scott Dudley, Mayor

City of Oak Harbor
City Council Agenda Bill

Bill No. 2

Date: MAY 15, 2012

Subject: **PUBLIC COMMENTS**

FROM: **Scott Dudley, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

PSP Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
Bill Hawkins, 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. N/A 3A
Date: May 15, 2012
Subject: Youth Services Advisory Board Appointment

FROM: **Scott Dudley, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

RSP Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is for the Council to approve Mayor Dudley's recommendation to appoint Ron Lawler to the Youth Services Advisory Board.

AUTHORITY

Oak Harbor Municipal Code, Chapter 2.250 Youth Services Advisory Board:

2.250.020 Membership.

(1) The board shall consist of up to 17 members appointed by the mayor subject to city council approval. Prior to appointing members, the mayor shall obtain recommendations for possible members from city councilmembers and from the youth service provider community.

(2) The city council shall appoint at least one member of the city council to the board.

(3) Membership for the board shall be primarily drawn from people working or residing in Oak Harbor and at least half of the members of the board shall be members or employees of public or private youth service provider agencies or organizations. At least two members shall be young people.

(4) Persons shall have three-year terms and may be appointed for no more than two consecutive terms.

FISCAL IMPACT DESCRIPTION

None

SUMMARY STATEMENT

Mr. Lawler resides in the City of Oak Harbor and is the Pastor at Family Bible Church. He also volunteers as the Chaplain for the Oak Harbor Police Department. If appointed, Mr. Lawler's three-year term would expire May 2015.

Mayor Dudley recommends that Ron Lawler be appointed to the Youth Services Advisory Board for a three-year term.

City of Oak Harbor
City Council Agenda Bill

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Appoint Mr. Lawler to the Youth Services Advisory Board.

ATTACHMENTS

Biography Form of Mr. Lawler.

Biography Form

Recommended Board Appointment for: YOUTH ADVISORY BOARD

Name: Ron Lawler Date: 4-16-12

Address: 1080 SW Harbor Vista Cir.

City, State, Zip: Oak Harbor, WA 98277

Telephone Number: 675-3653 Email Address: RonaldLawler@comcast.net

Mailing Address (if different from above):

Resident of Oak Harbor/Whidbey Island for: 7 years/months

Occupation and Place of Employment (if retired, reference previous occupation):

Family Bible Church PASTOR

Local Group or Civic Affiliations: Volunteer Chaplain OHPD,

Special Interests: Helping families succeed

Other General Comments:

City of Oak Harbor
City Council Agenda Bill

Bill No. CJA 3B
Date: May 15, 2012
Subject: Youth Services Advisory Board Appointment

FROM: **Scott Dudley, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

RSP Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is for the Council to approve Mayor Dudley's recommendation to appoint McKenzie Schneider to the Youth Services Advisory Board.

AUTHORITY

Oak Harbor Municipal Code, Chapter 2.250 Youth Services Advisory Board:

2.250.020 Membership.

(1) The board shall consist of up to 17 members appointed by the mayor subject to city council approval. Prior to appointing members, the mayor shall obtain recommendations for possible members from city councilmembers and from the youth service provider community.

(2) The city council shall appoint at least one member of the city council to the board.

(3) Membership for the board shall be primarily drawn from people working or residing in Oak Harbor and at least half of the members of the board shall be members or employees of public or private youth service provider agencies or organizations. At least two members shall be young people.

(4) Persons shall have three-year terms and may be appointed for no more than two consecutive terms.

FISCAL IMPACT DESCRIPTION

None

SUMMARY STATEMENT

Ms. Schneider attends Oak Harbor High School. If appointed, Ms. Schneider's three-year term would expire May 2015.

Mayor Dudley recommends that McKenzie Schneider be appointed to the Youth Services Advisory Board for a three-year term.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Appoint Ms. Schneider to the Youth Services Advisory Board.

ATTACHMENTS

Biography Form of Ms. Schneider.

Biography Form

Recommended Board Appointment for: Oak Harbor Youth Commission Member

Name: McKenzie Schneider Date: 4/22/12

Address: 1956 Buckthorn St.

City, State, Zip: Oak Harbor, WA, 98277

Telephone Number: **home**:(360) 544-6664 **cell**: (360) 929-1369 Email Address: mckenzieschneider24@gmail.com

Mailing Address (if different from above):

Resident of Oak Harbor/Whidbey Island for: 8 years/months

Occupation and Place of Employment (if retired, reference previous occupation):

Currently student (11th grade) at Oak Harbor High School

Local Group or Civic Affiliations: Majority of civic affiliations are all through the high school -member of DECA, Key Club, and Ecology Club. Also, a "big sister" with "Big Brothers, Big Sisters."

Special Interests:

Other General Comments: Would greatly appreciate being part of Oak Harbor Youth Commission, because I would like to help out in providing a "youth" type perspective at meetings.

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. CA 3c
Date: May 15, 2012
Subject: Noise Permit – Mision Emanuel Whidbey Island

FROM: Steve Powers, Interim City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE:

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from Mision Emanuel Whidbey Island for the use of amplified sound associated with a youth event scheduled for July 21, 2012 at Windjammer Park.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

Mision Emanuel Whidbey Island submitted a Noise Permit request for amplified sound associated with a youth event scheduled for July 21, 2012. The request states that amplified sound will be used for music and worship.

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

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to Mision Emanuel Whidbey Island.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Applicant:	Mision Emanuel
Location of Event:	Windjammer Park
Date of Event:	July 21st, 2012
Hours of Operation:	1:00 p.m. to 5:00 p.m.
Permitted Noise:	Amplified sound for music and worship
Approval Conditions:	Face speakers away from the campground area.
Date of City Council Approval:	

Issued this day of May, 2012.

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Karen Crouch, Special Events Coordinator

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

Please post this notice on site

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. N/A 30
Date: May 15, 2012
Subject: Noise Permit – Whidbey Cruzers

FROM: Steve Powers, Interim City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE:

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from Whidbey Cruzers for the use of amplified sound associated with a car show scheduled for July 21, 2012 at Pioneer Automotive, Oak Harbor.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

Whidbey Cruzers submitted a Noise Permit request for amplified sound associated with a car show scheduled for July 21, 2012. The show will take place at Pioneer Automotive, located at 201 SE Pioneer Way, Oak Harbor. The request states that amplified sound will be used for music and a DJ.

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

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to Whidbey Cruzers.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Applicant:	Whidbey Cruzers
Location of Event:	201 SE Pioneer Way, Oak Harbor
Date of Event:	July 21st, 2012
Hours of Operation:	10:00 a.m. to 3:00 p.m.
Permitted Noise:	Amplified sound for music and a DJ
Approval Conditions:	Face speakers away from the campground area.
Date of City Council Approval:	

Issued this day of May, 2012.

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Karen Crouch, Special Events Coordinator

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

Please post this notice on site

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. CA 3E
Date: May 15, 2012
Subject: Noise Permit – Living Faith Christian Center

FROM: Steve Powers, Interim City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE:

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from Living Faith Christian Center for the use of amplified sound associated with an outdoor church service and BBQ scheduled for July 1, 2012.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

Living Faith Christian Center submitted a Noise Permit request for amplified sound associated with an outdoor church service and BBQ scheduled for July 1, 2012 at Windjammer Park. The request states that amplified sound will be used for music and worship.

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

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to Living Faith Christian Center.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Applicant:	Living Faith Christian Center
Location of Event:	Windjammer Park
Date of Event:	July 1st, 2012
Hours of Operation:	10:00 a.m. to 3:30 p.m.
Permitted Noise:	Amplified sound for music and worship
Approval Conditions:	Face speakers away from the campground area.
Date of City Council Approval:	

Issued this day of May, 2012.

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Karen Crouch, Special Events Coordinator

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

Please post this notice on site

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. N/A 3F
Date: May 15, 2012
Subject: Noise Permit – Seanotes Big Band

FROM: Steve Powers, Interim City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE:

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from Seanotes Big Band for the use of amplified sound associated with two free concerts for the public on July 9th and August 13th, 2012.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

Bruce Seltveit submitted a Noise Permit request on behalf of Seanotes Big Band for amplified sound associated with two free concerts for the public scheduled for July 9th and August 13th, 2012 at Windjammer Park. The request states that amplified sound will be used for the instruments and vocals.

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

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to the Seanotes Big Band.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR
NOISE PERMIT

Name of Applicant:	Bruce Seltveit/Seanotes Big Band
Location of Event:	Gazebo – Windjammer Park
Dates of Event:	July 9th and August 13th, 2012
Hours of Operation:	6:30 p.m. to 8:00 p.m.
Permitted Noise:	Amplified sound for instruments and vocals
Approval Conditions:	Face speakers away from the campground area.
Date of City Council Approval:	

Issued this day of May, 2012.

_____
Karen Crouch, Special Events Coordinator

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

Please post this notice on site

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. JA 36
Date: May 15, 2012
Subject: Noise Permit – OHHS Key Club

FROM: Steve Powers, Interim City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE:

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from Noah Gibbon on behalf of the Oak Harbor High School Key Club for the use of amplified sound associated with a last day of school event scheduled for June 18, 2012 at Windjammer Park.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

Noah Gibbon submitted a Noise Permit request on behalf of the Oak Harbor Key Club for amplified sound associated with a last day of school event scheduled for June 18, 2012. The request states that amplified sound will be used for DJ's to play dance music.

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

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to Noah Gibbon on behalf of the OHHS Key Club.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Applicant:	Noah Gibbon/Oak Harbor High School Key Club
Location of Event:	Windjammer Park
Date of Event:	June 18, 2012
Hours of Operation:	11:30 a.m. to 3:30 p.m.
Permitted Noise:	Amplified sound for music
Approval Conditions:	Face speakers away from the campground area.
Date of City Council Approval:	

Issued this day of May, 2012.

_____

Karen Crouch, Special Events Coordinator

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

Please post this notice on site

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. 0/A 3H
Date: May 15, 2012
Subject: Noise Permit – Relay for Life of Whidbey Island

FROM: Steve Powers, Interim City Administrator RGP

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE:

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from Relay for Life of Whidbey Island for the use of amplified sound associated with an outdoor charity and public awareness event in support of the American Cancer Society scheduled for June 1 and 2, 2012.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

Relay for Life of Whidbey Island submitted a Noise Permit request for amplified sound associated with an outdoor charity and public awareness event in support of the American Cancer Society scheduled for June 1 and 2, 2012 at North Whidbey Middle School Track. The request states that amplified sound will be used for music and announcements.

The Application was reviewed by Fire, Police, and Public Works Departments.

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to Relay for Life of Whidbey Island.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Applicant:	Relay for Life of Whidbey Island
Location of Event:	North Whidbey Middle School Track
Date of Event:	June 1 and 2, 2012
Hours of Operation:	3pm June 1st through 2pm June 2nd
Permitted Noise:	Amplified sound for music and announcements
Approval Conditions:	Face speakers away from the campground area.
Date of City Council Approval:	

Issued this day of May, 2012.

_____

Karen Crouch, Special Events Coordinator

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

Please post this notice on site

City of Oak Harbor
City Council Agenda Bill

Bill No. N/A 31
Date: May 15, 2012
Subject: Approval of Accounts Payable Vouchers

FROM: **Doug Merriman, Finance Director**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Steve Powers, Interim City Administrator
Bill Hawkins, City Attorney, as to form

SUMMARY

Oak Harbor Municipal Code Chapter 3.72 establishes procedures for claims (vouchers) payment. The documentation that regularly supports the signature cover sheets is included in this agenda packet. Claim cover sheets will continue to be on hand prior to the City Council meeting for City Council signatures.

AUTHORITY

Oak Harbor Municipal Code Chapter 3.72.

RECOMMENDED ACTION

Approve accounts payable vouchers.

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149949	4/30/2012	0000490 LABOR & INDUSTRIES, WASHINGTON S	033112		LABOR & INDUSTRIES	110.22
					Total :	**110.22**
149950	4/30/2012	0006733 WELCH, RH	12-05001		TRAINING SERVICES	1,250.00
					Total :	**1,250.00**
149951	4/30/2012	0006734 CALIAN, NICOLE	042612		MARATHON WINNER	250.00
					Total :	**250.00**
149952	4/30/2012	0006735 GARNER, ERIC	042612		MARATHON WINNER	250.00
					Total :	**250.00**
149953	4/30/2012	0006736 ABBEY, ELIZABETH	042612		MARATHON WINNER	500.00
					Total :	**500.00**
5 Vouchers for bank code : bank					**Bank total :**	**2,360.22**
5 Vouchers in this report					**Total vouchers :**	**2,360.22**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149954	5/1/2012	0000111 BOARD FOR VOLUNTEER	041112		RELIEF AND PENSION FUND	2,460.00
					Total :	**2,460.00**
149955	5/8/2012	0000066 AWC EMPLOYEES BENEFITS TRUST	050812		PREMIUMS	44.66
					Total :	**44.66**
149956	5/8/2012	0000860 STANDARD INSURANCE COMPANY	043012		LONG TERM DISABILITY	4,315.08
					Total :	**4,315.08**
149957	5/9/2012	0000007 AA ELECTRIC	7923		TEMPORARY CONNECT	1,358.75
					Total :	**1,358.75**
149958	5/9/2012	0006396 AA SPORTS, LTD	041812		2012/WHIDBEY ISLAND MARATHON	8,359.75
					Total :	**8,359.75**
149959	5/9/2012	0006333 AC/DC ELECTRIC	212048		CIRCUIT BREAKER REPAIR	97.83
					Total :	**97.83**
149960	5/9/2012	0004354 ADVANCED TRAFFIC PRODUCTS, INC	0000005485		OPTICOM DETECTOR	692.31
					Total :	**692.31**
149961	5/9/2012	0006157 AHBL, INC	85846		PROF SVC/OAK HARBOR SMP	5,865.86
					Total :	**5,865.86**
149962	5/9/2012	0000028 ALL ISLAND LOCK & KEY	20973		DOOR CLOSER	339.14
					Total :	**339.14**
149963	5/9/2012	0000029 ALL PHASE ELECTRIC SUPPLY	0952-605276		MOTORS/COVERS	315.23
					Total :	**315.23**
149964	5/9/2012	0000033 ALPINE PRODUCTS, INC	TM-123163		TRAFFIC PAINT	3,516.80
					Total :	**3,516.80**
149965	5/9/2012	0003608 ALPINE-PINNACLE, INC	60125		EXAM GLOVES	162.68
					Total :	**162.68**
149966	5/9/2012	0000036 AMERICAN PUBLIC WORKS	05082012		REGISTRATION/STOWELL	40.00

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149966	5/9/2012	0000036	0000036 AMERICAN PUBLIC WORKS	(Continued)			
						Total :	40.00
149967	5/9/2012	0000712	AMERIGAS	3008010966		PROPANE/DOG POUND	536.84
						Total :	536.84
149968	5/9/2012	0000042	ANACORTES, CITY OF	900-9080-00		MAR 2012/WATER PURCHASED	72,716.58
				901-9080-01		MAR 2012/WATER PURCHASED	900.59
				901-9080-02		MAR 2012/WATER PURCHASED	7,129.53
						Total :	80,746.70
149969	5/9/2012	0006015	ANCHOR SIGNS & AWNINGS	3995		SIGNS	462.63
				3996		REFLECTIVE LETTERING	671.77
						Total :	1,134.40
149970	5/9/2012	0005001	ARAMARK	516793000		APR 2012/UNIFORM SERVICES	2,003.30
						Total :	2,003.30
149971	5/9/2012	0000053	ARROW PEST CONTROL, INC	140500		PEST CONTROL	108.70
						Total :	108.70
149972	5/9/2012	0004019	ASSOCIATED PETROLEUM PRODUCTS	0298876-IN		FUEL	5,536.52
						Total :	5,536.52
149973	5/9/2012	0000055	ASSOCIATION OF WASHINGTON	1005-35117		REGISTRATION/PAGGAO	325.00
				1005-35118		REGISTRATION/HIZON	325.00
				1005-35119		REGISTRATION/ALMBERG	325.00
				1005-35120		REGISTRATION/SEVERNS	325.00
						Total :	1,300.00
149974	5/9/2012	0000159	AT&T MOBILITY	996009348X05012012		CURRENT CELL CHARGES	98.55
						Total :	98.55
149975	5/9/2012	0000065	AVOCET ENVIRONMENTAL TESTING	1201104-IN		TESTING SERVICES	133.00
						Total :	133.00
149976	5/9/2012	0006746	BAYVIEW ENGINEERING INDUSTRIES	1330		MACHINING	54.35
						Total :	54.35

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149977	5/9/2012	0000083 BAZA, ALVIN	050712		WELLNESS INCENTIVE	20.00
					Total :	**20.00**
149978	5/9/2012	0000103 BLADE CHEVROLET, INC	127549		SEAL/ADAPTER/VALVE	364.47
			127594		PAD/COVER	394.67
					Total :	**759.14**
149979	5/9/2012	0000109 BLUMENTHAL UNIFORMS	920716-80		BOOTS/RODNEY	216.26
			926879		SHIRT/PORTER	245.63
			927387		UNIFORM ITEMS/GONZALES	329.03
			931544-01		UNIFORM ITEMS/MERRILL	579.94
			933261		PANTS/HARTMAN	81.53
			933261-01		SHIPPING AND HANDLING	10.87
			934912		CLEAR TUBE REPLACEMENT/YZAC	29.47
					Total :	**1,492.73**
149980	5/9/2012	0000112 BOB BARKER COMPANY, INC	WEB000214890		MATTRESS	386.77
					Total :	**386.77**
149981	5/9/2012	0003097 BOYER, TALLIE	050712		WELLNESS INCENTIVE	20.00
					Total :	**20.00**
149982	5/9/2012	0004642 BRAINARD, JENNIFER	06		MUNICIPAL COURT PRO TEM	283.42
					Total :	**283.42**
149983	5/9/2012	0002943 BRAUNSTEIN, ANGELA	050712		WELLNESS INCENTIVE	20.00
					Total :	**20.00**
149984	5/9/2012	0001074 BRAUNSTEIN, BRIAN	050712		WELLNESS INCENTIVE	20.00
					Total :	**20.00**
149985	5/9/2012	0000137 BRIM TRACTOR COMPANY	WM09601		SEAT ASSY INSTALLATION	5,302.07
					Total :	**5,302.07**
149986	5/9/2012	0002644 C JOHNSON CONSTRUCTION, INC	3387		HAULING SERVICES	909.49
					Total :	**909.49**
149987	5/9/2012	0006215 CAROLLO	0121641		PROF SVC/PRELIMINARY ENGINEE	3,878.43

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149987	5/9/2012	0006215 0006215 CAROLLO	(Continued)		Total :	3,878.43
149988	5/9/2012	0006738 CART, DORI	1		TRAVEL REFUND	85.00
					Total :	85.00
149989	5/9/2012	0005208 CARTER, SERLOYD	050712		WELLNESS INCENTIVE	20.00
					Total :	20.00
149990	5/9/2012	0000160 CENTRAL WELDING SUPPLY	RN04121037		CENTRASHIELD	12.17
					Total :	12.17
149991	5/9/2012	0000167 CHEVRON AND TEXACO BUSINESS	564316		FUEL	68.17
					Total :	68.17
149992	5/9/2012	0000170 CHIEF SUPPLY	480002		HELMET/GLOVES	344.57
					Total :	344.57
149993	5/9/2012	0000173 CINTAS CORPORATION #460	460396135		TOWELS/MATS	70.88
					Total :	70.88
149994	5/9/2012	0000179 CLERKS PETTY CASH	043012		PETTY CASH	83.25
					Total :	83.25
149995	5/9/2012	0005773 COMCAST	8498300270032028		XFINITY	8.32
					Total :	8.32
149996	5/9/2012	0000197 CONCRETE NORWEST	798252		0160A/CALCIUM CHLORIDE	761.44
			799364		DUMP FEE	5.44
			RENT0944020		RENTAL	4,500.00
			RENT0944021		RENTAL	1,500.00
					Total :	6,766.88
149997	5/9/2012	0001559 CONTROL CONTRACTORS SERVICE	101073		AIR SCREEN	336.97
			101074		FAN REPAIR	336.97
					Total :	673.94
149998	5/9/2012	0003065 COVENANT JANITORIAL	1335664		APR 2012/JANITORIAL SERVICES	3,465.40

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149998	5/9/2012	0003065	0003065 COVENANT JANITORIAL	(Continued)		Total :	3,465.40
149999	5/9/2012	0006744	COX, MELISSA	050212		MARATHON WINNER	250.00
						Total :	250.00
150000	5/9/2012	0000217	CUES, INC	364011		SOFTWARE	2,887.00
						Total :	2,887.00
150001	5/9/2012	0000222	CUSTOM ENGRAVING	12-468		NAME TAGS	32.61
						Total :	32.61
150002	5/9/2012	0000225	DAILY JOURNAL OF COMMERCE	3260787		BID CALL/GUN CLUB WATER MAIN	510.60
						Total :	510.60
150003	5/9/2012	0001974	DATEC, INC	30063		ENGINE/AREA IMAGING SCANNER	1,344.73
				30092		PERF ROLL PAPER	-44.84
						Total :	1,299.89
150004	5/9/2012	0004084	DFAS CLEVELAND	20120430T062		APR 2012/ANIMAL SHELTER	976.12
						Total :	976.12
150005	5/9/2012	0000247	DIAMOND RENTALS	500608-4		PORTABLES	49.95
				500612-4		PORTABLES	49.95
				500613-4		PORTABLES	99.90
				500619-4		PORTABLES	49.95
				500627-4		PORTABLES	49.95
				501366-2		PORTABLES	99.90
				501576		PORTABLES	49.95
				501577		PORTABLES	49.95
				501578		PORTABLES	49.95
				501579		PORTABLES	99.90
				501580		PORTABLES	49.95
				501581		PORTABLES	49.95
				501582		PORTABLES	49.95
				502378		GENIE RENTAL	125.01
						Total :	924.21
150006	5/9/2012	0000253	DIVERSINT	97162		DUAL PORT ENTERPRISE HD	1,241.08

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
150006	5/9/2012	0000253 DIVERSINT	(Continued)			
			97190		MONITORS	1,692.79
					Total :	**2,933.87**
150007	5/9/2012	0000257 DUTCH MAID CLEANERS	04302012		APR 2012/LAUNDRY SERVICES	531.40
			1081		LAUNDRY SERVICES/BUXTON	10.33
					Total :	**541.73**
150008	5/9/2012	0000259 DYER, JOHN	EXP REIMB		EXP REIMB	28.96
					Total :	**28.96**
150009	5/9/2012	0000273 EDGE ANALYTICAL, INC	12-06457		TESTING SERVICES	18.00
					Total :	**18.00**
150010	5/9/2012	0000283 ENTENMANN-ROVIN COMPANY	0079791-IN		BADGES	173.10
					Total :	**173.10**
150011	5/9/2012	0006389 EQ HARBOR SERVICE, INC	625		OUTBOARDS	526.98
					Total :	**526.98**
150012	5/9/2012	0005826 ESPARZA, NIKKI	042712		APR 2012/PROF SVC	6,000.00
					Total :	**6,000.00**
150013	5/9/2012	0001789 ESPARZA, RONALD W	050712		WELLNESS INCENTIVE	20.00
					Total :	**20.00**
150014	5/9/2012	0006741 EVANS, DANIKA	050412		MARATHON WINNER	125.00
					Total :	**125.00**
150015	5/9/2012	0006276 EXPRESS SERVICES, INC	10895233-4		OFFICE SERVICE SUPPORT	978.40
			10936087-5		OFFICE SERVICE SUPPORT	978.40
					Total :	**1,956.80**
150016	5/9/2012	0005086 EZINE INDUSTRIES, INC	804968		APR 2012/COMMUNITY ALERT	9.75
					Total :	**9.75**
150017	5/9/2012	0002900 FASTENAL	WAOAK11290		SAW BLADES	145.64
			WAOAK11545		CONFINED SPACE RESCU	2,013.75

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150017	5/9/2012	0002900	0002900 FASTENAL	(Continued)		Total :	2,159.39
150018	5/9/2012	0000308	FEDERAL EXPRESS	7-869-81423		SHIPPING	65.38
						Total :	65.38
150019	5/9/2012	0000304	FERGUSON ENTERPRISES, INC	0330360		BRASS STRAP	216.33
						Total :	216.33
150020	5/9/2012	0000309	FERGUSON, LARRY	050712		WELLNESS INCENTIVE	20.00
						Total :	20.00
150021	5/9/2012	0006206	FIRE CHIEF EQUIPMENT	0017887-IN		FIRE EXTINGUISHER SERVICES	643.78
						Total :	643.78
150022	5/9/2012	0000322	FOSTER PEPPER PLLC	1004116		PROF SVC/DOWNTOWN IMPROVEI	3,061.00
						Total :	3,061.00
150023	5/9/2012	0000355	FRONTIER	WAFL009990412		CONVERSION COSTS	115,115.23
						Total :	115,115.23
150024	5/9/2012	0000355	FRONTIER	240-2350		CURRENT PHONE CHARGES	1,128.06
				279-1060		CURRENT PHONE CHARGES	52.34
				675-1568		CURRENT PHONE CHARGES	197.60
				675-1669		CURRENT PHONE CHARGES	52.19
				675-5190		CURRENT PHONE CHARGES	34.79
				675-6858		CURRENT PHONE CHARGES	52.19
				679-0500		CURRENT PHONE CHARGES	52.23
				679-1640		CURRENT PHONE CHARGES	52.34
				679-1651		CURRENT PHONE CHARGES	52.16
				679-1789		CURRENT PHONE CHARGES	52.34
				679-2530		CURRENT PHONE CHARGES	52.19
				679-2628		CURRENT PHONE CHARGES	305.72
				679-3013		CURRENT PHONE CHARGES	52.19
				679-3321		CURRENT PHONE CHARGES	38.48
				679-3902		CURRENT PHONE CHARGES	52.87
				679-4150		CURRENT PHONE CHARGES	48.46
				679-4541		CURRENT PHONE CHARGES	104.38
				679-6391		CURRENT PHONE CHARGES	38.48

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150024	5/9/2012	0000355 FRONTIER	(Continued)			
			679-8477		CURRENT PHONE CHARGES	73.67
					Total :	**2,492.68**
150025	5/9/2012	0000326 FRONTIER BUILDING SUPPLY	62225		LUMBER	8.69
					Total :	**8.69**
150026	5/9/2012	0006740 FRONTIER COMM NORTHWEST, INC	043012		BUSINESS LICENSE OVERPAYMEN	14.50
					Total :	**14.50**
150027	5/9/2012	0000325 FRONTIER FORD	90208R		NONMIRROR	73.19
			90398		NONSHAFT	554.52
					Total :	**627.71**
150028	5/9/2012	0002767 GATEWAY CONTROLS, INC	2012859		NODE REPAIR	323.93
					Total :	**323.93**
150029	5/9/2012	0000340 GIFFORD, KATHY	050712		WELLNESS INCENTIVE	20.00
					Total :	**20.00**
150030	5/9/2012	0000349 GRAINGER	9790848254		CONTROL STATION	197.83
			9796831965		V BELTS	197.12
			9809355135		PRESSURE GAUGE	252.84
			9811180752		EARPLUGS	50.38
					Total :	**698.17**
150031	5/9/2012	0004974 GREEN LIGHT SOLUTIONS	8169		MAINTENANCE & INSPECTIONS	1,050.00
					Total :	**1,050.00**
150032	5/9/2012	0004126 HABEEB, HEATHER	1		TRAVEL REFUND	36.00
					Total :	**36.00**
150033	5/9/2012	0006590 HAFFNER, OTTO	050712		WELLNESS INCENTIVE	20.00
					Total :	**20.00**
150034	5/9/2012	0000323 HD FOWLER COMPANY	I3104177		STAKES	15.66
					Total :	**15.66**

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150035	5/9/2012	0006365 HEDEEN & CADITZ, PLLC	041312		WRITE OFF CREDIT	-3,968.66
			6968		PROF SVC/N OAK HARBOR STREE	8,100.00
			6984		PROF SVC/N OAK HARBOR STREE	2,850.00
					Total :	**6,981.34**
150036	5/9/2012	0005168 HITE, MARGERY	EXP REIMB		EXP REIMB	77.70
					Total :	**77.70**
150037	5/9/2012	0003095 HOME DEPOT CREDIT SERVICES	1022355		CARTS	24.95
			2030575		BATTERIES	6.94
			2030601		BALLAST/PLUG/6-4 SO 1"/OUTLET	63.08
			22673		RUG	14.65
			3030321		AUTO SQ/TRASH BAGS	39.97
			3032974		14W DL 12P	23.34
			4030165		VALVE	239.14
			7044537		LUG/CRIMPTOOL/26PC SD SET	64.18
			8025841		DICENTRA/HOSTA	71.12
			8034163		5/4X4-8 CDR/SILICONE/BRUSHES	24.44
			8160910		VIGORO QUARTS/PANSY	130.80
			9029994		LED A19 DIM	10.85
			9033861		5/4X4-8 CDR	21.40
			9044339		FOAM TAPE	24.46
					Total :	**759.32**
150038	5/9/2012	0006520 HOPKINS, CAMERON	050712		WELLNESS INCENTIVE	20.00
					Total :	**20.00**
150039	5/9/2012	0000627 HSBC BUSINESS SOLUTIONS	128733954211		SUPPLIES	822.57
			140989364211		SUPPLIES	1,035.09
			155969364211		SUPPLIES	445.67
					Total :	**2,303.33**
150040	5/9/2012	0000392 HUBBARD, SCOTT	050712		WELLNESS INCENTIVE	20.00
					Total :	**20.00**
150041	5/9/2012	0000394 HUMAN RESOURCE SERVICES	042312		MAY 2012/UNEMPLOYMENT SERVI(	110.00
					Total :	**110.00**

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150042	5/9/2012	0005872 IMPAIRED DRIVING IMPACT PANEL	050112		DUI/UNDERAGE DRINKING PREVEI	200.00
					Total :	**200.00**
150043	5/9/2012	0000417 INDUSTRIAL BOLT & SUPPLY	508398-1		SLIDES/RINGS/STUDS/WASHERS	83.49
			508419-1		BLADES	553.60
					Total :	**637.09**
150044	5/9/2012	0005884 ISLAND COUNTY HUMAN SERVICES	1ST QTR 12		1ST QTR 2012/EXCISE/PROFIT LIQI	1,113.49
					Total :	**1,113.49**
150045	5/9/2012	0004410 ISLAND COUNTY PUBLIC HEALTH	043012		WATER RECREATION FACILITY PEI	286.00
					Total :	**286.00**
150046	5/9/2012	0000410 ISLAND COUNTY SOLID WASTE	043012		APR 2012/TIPPING FEES	66,436.59
					Total :	**66,436.59**
150047	5/9/2012	0000411 ISLAND COUNTY TREASURER	042712		1ST QTR 2012/MUNICIPAL COURT E	47,575.76
			050312		CRIME VICTIM COMPENSATION	260.88
					Total :	**47,836.64**
150048	5/9/2012	0000415 ISLAND DISPOSAL	040112A		MAR 2012/COLLECTION CHARGES	11,212.10
			050112		APR 2012/RECYCLING	4,153.50
					Total :	**15,365.60**
150049	5/9/2012	0000441 ISLAND SYSTEMS	155976		WATER/MARINA	5.90
					Total :	**5.90**
150050	5/9/2012	0000447 JAMESON, KEITH	050712		WELLNESS INCENTIVE	20.00
					Total :	**20.00**
150051	5/9/2012	0006311 JANSEN, JONATHAN	050712		WELLNESS INCENTIVE	20.00
					Total :	**20.00**
150052	5/9/2012	0000794 JOHN DEERE FINANCIAL	20601		BUSHING/OIL	108.51
					Total :	**108.51**
150053	5/9/2012	0003336 JOHNSON CONTROLS, INC	1-5096946035		RELAYS	240.82
			1-5098602952		HVAC REPAIR	823.95

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150053	5/9/2012	0003336	0003336 JOHNSON CONTROLS, INC	(Continued)			
						Total :	1,064.77
150054	5/9/2012	0000476	KERR, JACK	04-12		APR 2012/PUBLIC DEFENSE SCREI	1,400.00
						Total :	1,400.00
150055	5/9/2012	0006322	KITSAP SUN	602693		MARATHON ADVERTISING	180.00
						Total :	180.00
150056	5/9/2012	0000950	LICENSING, WASHINGTON STATE DEP'	042712		CONCEALED WEAPONS PERMITS	435.00
						Total :	435.00
150057	5/9/2012	0000515	LOGGERS & CONTRACTORS, INC	00055956		28/WF-NS1002-16FP	95.99
						Total :	95.99
150058	5/9/2012	0001909	LONG, JAY	1		DRIVING SERVICES	109.80
						Total :	109.80
150059	5/9/2012	0006636	LUCITY, INC	61241-1		SIGN/POLE DATA CONVERSION	2,125.09
						Total :	2,125.09
150060	5/9/2012	0000522	LUEHR, TOM	1		DRIVING SERVICES	109.80
						Total :	109.80
150061	5/9/2012	0006394	M&T CARSTEN	2		HANGING FLOWER BASKETS	163.05
						Total :	163.05
150062	5/9/2012	0001661	MACAULAY & ASSOCIATES LTD	12-126		ASSESSMENT STUDY	7,875.00
						Total :	7,875.00
150063	5/9/2012	0000530	MAILLIARD'S LANDING NURSERY	46069		YARD WASTE	116.90
				55494		YARD WASTE	10.00
				56011		YARD WASTE	113.40
				56048		YARD WASTE	91.35
				56114		YARD WASTE	130.20
				56176		YARD WASTE	166.25
				56300		YARD WASTE	141.40
				56377		YARD WASTE	138.60
				56437		YARD WASTE	64.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
150063	5/9/2012	0000530 MAILLIARD'S LANDING NURSERY	(Continued)			
			56475		YARD WASTE	198.10
			56504		YARD WASTE	330.05
			56778		YARD WASTE	218.05
			56808		YARD WASTE	182.00
			56873		YARD WASTE	190.40
			56913		YARD WASTE	221.55
			56965		YARD WASTE	221.90
			57196		YARD WASTE	210.03
			57247		YARD WASTE	205.10
			57293		YARD WASTE	278.60
			57379		YARD WASTE	427.00
			57563		YARD WASTE	198.10
					Total :	**3,853.78**
150064	5/9/2012	0000660 MARKET PLACE FOOD & DRUG	198415		GROCERIES	391.25
			198424		GROCERIES	404.63
			198434		GROCERIES	310.75
					Total :	**1,106.63**
150065	5/9/2012	0006072 MASTER'S TOUCH, LLC	24570		APR 2012/MAILING SERVICES FOR	260.66
			24571		APR 2012/MAILING SERVICES FOR	1,953.46
					Total :	**2,214.12**
150066	5/9/2012	0006072 MASTER'S TOUCH, LLC	P24571		APR 2012/POSTAGE FOR STATEME	50.55
					Total :	**50.55**
150067	5/9/2012	0006028 MCI COMM SERVICE	679-3902		CURRENT LONG DISTANCE	37.48
					Total :	**37.48**
150068	5/9/2012	0006602 MTS, INC	3371C		MARATHON SHIRTS	7,234.00
					Total :	**7,234.00**
150069	5/9/2012	0000427 MUNICIPAL CLERKS, INTERNATIONAL I	21590		MEMBERSHIP DUES/WHEELER	175.00
					Total :	**175.00**
150070	5/9/2012	0002671 NATIONAL BARRICADE CO, LLC	197205		TRAFFIC CONTROL PLAN	3,011.25
			198618		COURSE EQUIPMENT	7,100.82

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150070	5/9/2012	0002671	0002671 NATIONAL BARRICADE CO, LLC (Continued)				
						Total :	10,112.07
150071	5/9/2012	0006323	NAUTICAL SOFTWARE SOLUTION	12477		SOFTWARE MAINTENANCE	975.00
						Total :	975.00
150072	5/9/2012	0000616	NEW PIG CORPORATION	4548437-00		SKIMMER PILLOWS/MATS/BOOMS	1,091.00
						Total :	1,091.00
150073	5/9/2012	0000618	NEXTEL COMMUNICATIONS	343702312-125		CURRENT COMM CHARGES	4,801.93
						Total :	4,801.93
150074	5/9/2012	0000621	NIIRO, CEDRIC	050712		WELLNESS INCENTIVE	20.00
						Total :	20.00
150075	5/9/2012	0000628	NORMED	55202-630986		GLOVES	496.54
						Total :	496.54
150076	5/9/2012	0000672	OAK HARBOR ACE	200116		NIPPLES	4.98
				202317		GREASE	4.34
				202357		FASTENERS	7.39
				202387		CHAIN LINK	129.79
				202432		FUSEHOLDER/FUSE	9.34
				202456		SOAPDISH	3.58
				202484		TOG/WALL ANCHOR	8.89
				202504		TIE WRAP	3.80
				202530		FOLDING TABLE	80.42
				202586		SCREWS/CARPET/RSTP/SOFTIP	12.90
				202596		FREIGHT	21.03
				202662		CLAMPS	19.91
				202667		CLAMPS	-19.91
				202681		NIPPLE/ELBOW	4.62
				202683		FENCE BRACKET/CONCRETE MIX	5.83
				202766		TEE	5.42
				202768		SLEEVES	5.41
				202776		DRIPPER	26.07
				202819		OIL	16.29
				202838		FREEZER BAGS	4.12
				202855		BATTERIES	30.41

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150076	5/9/2012	0000672	OAK HARBOR ACE	(Continued)			
				202866		ROD/SQUARE	22.81
				202867		ALLPURP 60 T/GLUE	77.14
				202868		LINE/SPOOL	29.33
				202872		FASTENERS	8.98
				202911		GRAFITTI REMOVER	10.86
						Total :	**533.75**
150077	5/9/2012	0000668	OAK HARBOR AUTO CENTER	001-128433		FILTERS	8.80
				001-128443		PACK ROLL/WUNDERSHINE	22.92
				001-128487		FILTERS	37.26
				001-128541		LAMP	42.34
				001-128562		BEARINGS/SELAS/SEALANT/LUBE	86.23
				001-128583		FILTERS	-12.48
				001-128590		FILTERS	4.88
				001-128615		OIL	6.42
				001-128632		SEALANT	-13.25
				001-128882		FILTERS	20.08
				001-129245		SPEED SENOSR	15.28
				001-129256		FILTERS	4.40
				001-129346		BRAKE LINING	28.91
				001-129403		DYE	16.73
						Total :	**268.52**
150078	5/9/2012	0006743	OAK HARBOR ELKS LODGE	757022		BEVERAGE STATION	50.00
						Total :	**50.00**
150079	5/9/2012	0000676	OAK HARBOR POLICE DEPARTMENT	053112		PETTY CASH	90.15
						Total :	**90.15**
150080	5/9/2012	0000681	OAK HARBOR SCHOOL DISTRICT	0000110415		MAY 2012/COMPUTER NETWORK S	6,708.33
						Total :	**6,708.33**
150081	5/9/2012	0000665	OFFICEMAX, INC	554195		PAPER	1,365.27
						Total :	**1,365.27**
150082	5/9/2012	0005867	PACIFIC POWER BATTERIES	16060952		BATTERIES	85.68

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
150082	5/9/2012	0005867	PACIFIC POWER BATTERIES	(Continued)			
				16061152		BATTERIES	95.22
						Total :	**180.90**
150083	5/9/2012	0002985	PACIFIC TIRE CO. INC	0055867		TIRES	63.84
						Total :	**63.84**
150084	5/9/2012	0006386	PENSKE TRUCK LEASING CO, LP	C029880132		TRUCK LEASING	301.49
				C029880414		TRUCK LEASING	142.25
				C029880567		TRUCK LEASING	65.19
				C029881403		TRUCK LEASING	114.99
				C029881496		TRUCK LEASING	96.68
				C029881560		TRUCK LEASING	109.11
				C030616669		TRUCK LEASING	935.97
						Total :	**1,765.68**
150085	5/9/2012	0000709	PERS	00926245		APR 2012/UNFUNDED LIABILITY	26.98
						Total :	**26.98**
150086	5/9/2012	0000710	PLATT ELECTRIC SUPPLY, INC	1427482		IDEC RTE B2AF 20AC	148.13
						Total :	**148.13**
150087	5/9/2012	0000724	PONY MAILING & BUSINESS CENTER	194818		SHIPPING	12.24
				194992		SHIPPING	28.30
				195060		SHIPPING	50.00
				195152		SHIPPING	20.37
						Total :	**110.91**
150088	5/9/2012	0000730	POWELL, JANIS	1		DRIVING SERVICES	125.40
						Total :	**125.40**
150089	5/9/2012	0004622	POWERS, LISA	050712		WELLNESS INCENTIVE	20.00
						Total :	**20.00**
150090	5/9/2012	0002125	PRO-MOTION EVENTS, INC	042612		2012/MARATHON RACE CONTRACT	8,500.00
						Total :	**8,500.00**
150091	5/9/2012	0002881	PUBLIC SAFETY TESTING	2012-4405		1ST QTR 2012/SUBSCRIPTION FEE	732.50

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
150091	5/9/2012	0002881	0002881 PUBLIC SAFETY TESTING	(Continued)			
						Total :	732.50
150092	5/9/2012	0000746	PUGET SAFETY EQUIPMENT	0003778-IN		HIP BOOTS	295.45
				0003779-IN		CONES	623.66
						Total :	919.11
150093	5/9/2012	0000743	PUGET SOUND ENERGY	0349160002		ELECTRICITY/WELL #7	11.86
				4980671004		ELECTRICITY/1019 W SWANTOWN	86.16
				9249160004		ELECTRICITY/WELL #6	11.86
						Total :	109.88
150094	5/9/2012	0006737	QUEENSGATE BAPTIST CHURCH	050712		KEY DEPOSIT REFUND	5.00
						Total :	5.00
150095	5/9/2012	0006745	REED, CLAIRE	050112		PLANTS REIMBURSEMENT	240.55
						Total :	240.55
150096	5/9/2012	0006742	RHINO MARKING & PROTECTION SYS	43424		STARTER KIT	200.70
						Total :	200.70
150097	5/9/2012	0006727	ROMAINE ELECTRIC	3-073416		CLUTCH	51.15
						Total :	51.15
150098	5/9/2012	0000781	SAFEWAY	3522		GROCERIES	27.18
						Total :	27.18
150099	5/9/2012	0006704	SCIMITAR CONSTRUCTION	3		PROF SVC/SAFE ROUTES TO SCH(	30,896.90
						Total :	30,896.90
150100	5/9/2012	0005967	SEATTLE AUTOMOTIVE DIST	05-848576		ROTORS	182.14
				06-774400		POLICE DISC PADS	42.35
						Total :	224.49
150101	5/9/2012	0000852	SENIOR CENTER PETTY CASH	042712		PETTY CASH	190.86
						Total :	190.86
150102	5/9/2012	0000809	SENIOR SERVICES OF ISLAND	OH03-2012		MAR 2012/SENIOR SERVICES	1,500.00

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
150102	5/9/2012	0000809	0000809 SENIOR SERVICES OF ISLAND	(Continued)			
						Total :	1,500.00
150103	5/9/2012	0002358	SERVICEMASTER OF THE ISLAND	8307		MAY 2012/JANITORIAL SERVICES	775.00
						Total :	775.00
150104	5/9/2012	0000719	SEVERNS, RHONDA	050712		WELLNESS INCENTIVE	20.00
						Total :	20.00
150105	5/9/2012	0000817	SHELLEY, TIM	050712		WELLNESS INCENTIVE	20.00
						Total :	20.00
150106	5/9/2012	0005444	SIERRA, GEORGINA D	042512		APR 2012/PUBLIC DEFENSE	2,500.00
						Total :	2,500.00
150107	5/9/2012	0000814	SKAGIT FARMERS SUPPLY	133552		ROUNDUP/SPYDER	514.01
				307881		FENCE POSTS	18.47
						Total :	532.48
150108	5/9/2012	0000833	SKAGIT HYDRAULICS	123121		PIN REPAIR	345.27
						Total :	345.27
150109	5/9/2012	0000876	SKAGIT VALLEY COLLEGE	22594		1ST QTR 2012/BUILDING OPERATIC	17,769.30
						Total :	17,769.30
150110	5/9/2012	0001668	SLOWIK, ANTHONY	050712		WELLNESS INCENTIVE	20.00
						Total :	20.00
150111	5/9/2012	0004821	SME SOLUTIONS, LLC	107034		DIESEL PROBE	363.56
				497383		SENSOR REPAIR	1,766.32
						Total :	2,129.88
150112	5/9/2012	0000843	SOLID WASTE SYSTEMS, INC	0055729-IN		VALVE/FITTING KIT/CONNECTORS	1,908.08
						Total :	1,908.08
150113	5/9/2012	0000846	SOUND PUBLISHING	365741A		MAR 2012/PUBLICATIONS-ACCT#8(	763.10
				543321		NOA 11-04	41.09
				601613		CC 07	82.18
				601614		CALL FOR BIDS	422.64

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
150113	5/9/2012	0000846	SOUND PUBLISHING	(Continued)			
				603481		BLUE HERON SQUARE	164.36
				609014		ORD 1622	64.57
				609020		PC 04-24-12	123.27
				611490		PUBLIC HEARING	76.31
				616098		ORD 1622	70.44
						Total :	**1,807.96**
150114	5/9/2012	0005488	SPOO, ETHAN	050712		WELLNESS INCENTIVE	20.00
						Total :	**20.00**
150115	5/9/2012	0000851	SPRINT	140239187		LONG DISTANCE	8.95
				144603707		LONG DISTANCE	14.20
						Total :	**23.15**
150116	5/9/2012	0000860	STANDARD INSURANCE COMPANY	042012		POCFFS/LIFE	287.50
						Total :	**287.50**
150117	5/9/2012	0003883	STAPLES BUSINESS ADVANTAGE	3173080009		MINUTE POST BINDERS	888.73
				3173080011		CARD FILES	108.31
				3173428015		FRAMES/INK	77.00
				3173428019		BINDER CLIPS/RIBBON/ENVELOPE	112.57
						Total :	**1,186.61**
150118	5/9/2012	0006330	STRIDER CONSTRUCTION CO, INC	12-FASUPP		PROF SVC/SE PIONEER WAY REC(	3,243.85
						Total :	**3,243.85**
150119	5/9/2012	0003749	STUMP, PATRICK L	1		DRIVING SERVICES	123.60
						Total :	**123.60**
150120	5/9/2012	0000874	SURETY PEST CONTROL	319684		PEST EXTERMINATION	43.48
				319740		PEST EXTERMINATION	38.05
				319741		PEST EXTERMINATION	30.44
				319742		PEST EXTERMINATION	43.48
				319743		PEST EXTERMINATION	30.44
				319744		PEST EXTERMINATION	43.48
				319745		PEST EXTERMINATION	32.61

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
150120	5/9/2012	0000874	0000874 SURETY PEST CONTROL	(Continued)		Total :	261.98
150121	5/9/2012	0006739	SUSAN ELIZABETH DRUMMOND, PLLC	288		MAR 2012/PROF SVC	1,350.00
						Total :	1,350.00
150122	5/9/2012	0006540	SWCA ENVIRONMENTAL CONSULTANT	11122		PROF SVC/PIONEER WAY ARCHAE	3,758.68
						Total :	3,758.68
150123	5/9/2012	0001053	TREASURER, WASHINGTON STATE	050312		COURT/BC FEES	13,351.64
						Total :	13,351.64
150124	5/9/2012	0000923	UNITED PARCEL SERVICE	000A0182W152		SHIPPING	14.58
						Total :	14.58
150125	5/9/2012	0000922	UNUM LIFE INSURANCE COMPANY	041812		LONG TERM CARE	141.00
						Total :	141.00
150126	5/9/2012	0004903	US BANK	4485591000222970		CREDIT CARD PURCHASES	550.24
						Total :	550.24
150127	5/9/2012	0004903	US BANK	4485591000304067		CREDIT CARD PURCHASES	15.56
						Total :	15.56
150128	5/9/2012	0004903	US BANK	4485590100104955		CREDIT CARD PURCHASES	2.00
						Total :	2.00
150129	5/9/2012	0000926	USABLUEBOOK	652840		SEWAGE EJECTOR PUMP	895.24
						Total :	895.24
150130	5/9/2012	0000934	UTILITIES UNDERGROUND LOCATION	2040160		APR 2012/LOCATES	65.25
						Total :	65.25
150131	5/9/2012	0003196	VILLAFLOR, RAMON	050712		WELLNESS INCENTIVE	20.00
						Total :	20.00
150132	5/9/2012	0005514	WAGNER, SUE	1		TRAVEL REFUND	30.00
						Total :	30.00
150133	5/9/2012	0000979	WALLGREN TIRE CENTER	481284		ALIGNMENT	183.42

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
150133	5/9/2012	0000979 WALLGREN TIRE CENTER	(Continued)			
			481610		TIRE INSTALLATION	667.30
					Total :	**850.72**
150134	5/9/2012	0006387 WALTON BEVERAGE COMPANY	82621612		BEVERAGES/MARATHON	-143.75
			83268853		BEVERAGES/MARATHON	1,936.75
					Total :	**1,793.00**
150135	5/9/2012	0001039 WESTERN PETERBILT, INC	P142555		CURBTENDER	280,744.62
					Total :	**280,744.62**
150136	5/9/2012	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1161		APR 2012/ANIMAL SHELTER	7,083.33
					Total :	**7,083.33**
150137	5/9/2012	0000675 WHIDBEY COMMUNITY PHYSICIANS	050212		CREDIT/BOER	-46.00
			627556		PHYSICAL/PLACE	210.00
			635841		PHYSICAL/ROBINSON	210.00
					Total :	**374.00**
150138	5/9/2012	0006151 WHIDBEY MARKETPLACE & NEWS,LLC	5481		ADVERTISING	225.00
					Total :	**225.00**
150139	5/9/2012	0001016 WHIDBEY NEWS TIMES	050412		SUBSCRIPTION RENEWAL/FIRE DE	45.00
					Total :	**45.00**
150140	5/9/2012	0001017 WHIDBEY PRINTERS	45417		GUEST MOORAGE PAYMENT ENVE	279.01
			45420		GUEST MOORAGE SLIPS	142.44
					Total :	**421.45**
150141	5/9/2012	0004627 WOODS LOGGING SUPPLY, INC	1061530		CHAIN REPAIR	63.56
					Total :	**63.56**
150142	5/9/2012	0001061 XEROX CORPORATION	061173380		MAR 2012/COPIER RENTAL	247.01
			061467311		APR 2012/COPIER RENTAL	204.37
			061467312		APR 2012/COPIER RENTAL	780.28
			061467313		APR 2012/COPIER RENTAL	833.06
			061467314		APR 2012/COPIER RENTAL	242.51
			061467315		APR 2012/COPIER RENTAL	197.70

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
150142	5/9/2012	0001061 XEROX CORPORATION	(Continued)			
			061467317		APR 2012/COPIER RENTAL	1,197.83
			061467321		APR 2012/COPIER RENTAL	1,570.67
					Total :	**5,273.43**

189 Vouchers for bank code : bank — **Bank total : 882,841.40**

189 Vouchers in this report — **Total vouchers : 882,841.40**

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City of Oak Harbor
City Council Agenda Bill

Bill No. H
Date: May 15, 2012
Subject: Youth Services Advisory Board: Code Revision

FROM: Steve Powers, Interim City Administrator RSP

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Doug Merriman, Finance Director
William H. Hawkins, City Attorney, as to form

PURPOSE

This agenda bill presents an ordinance for the City Council's consideration that if adopted would amend Chapter 2.250 of the Municipal Code entitled 'Youth Services Advisory Board' to rename the body to the 'Oak Harbor Youth Commission' and make other revisions to reflect an updated purpose for the commission.

AUTHORITY

The City Council has authority under RCW 35A.11.020 to organize and regulate its internal affairs.

FISCAL IMPACT DESCRIPTION

Funds Required: $ N/A
Appropriation Source: N/A

SUMMARY STATEMENT

In the 2002-2004 timeframe, the City sought to take an active role in the coordination and planning of the youth services provided in the community. Youth services providers, volunteers and the City combined efforts to better understand the existing level of services provided to the community's youth. The City formally recognized its coordination role through the creation of the Youth Services Advisory Board in 2006 with the adoption of Ordinance No. 1463, which created Oak Harbor Municipal Code Chapter 2.250.

After a hiatus, the Board has begun meeting again and has determined that the code establishing the makeup of the board and defining its tasks needs updating. The makeup and purpose of city boards can and should change over time to better respond to new opportunities and circumstances. The draft ordinance attached to this agenda bill contains the amendments proposed by the Board. The amendments were forwarded by Councilwoman Tara Hizon, the Council representative and by Lieutenant John Dyer, the staff representative, to the Board.

STANDING COMMITTEE REPORT

This item was presented to the Governmental Services Standing Committee at their May 8, 2012 meeting.

RECOMMENDED ACTION

•Conduct public hearing

•Adopt ordinance amending OHMC 2.250 'Youth Services Advisory Board' to rename the body to the 'Oak Harbor Youth Commission' and make other revisions to reflect an updated purpose for the commission.

ATTACHMENTS

Draft ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING CHAPTER 2.250 OF THE OAK HARBOR MUNICIPAL CODE ENTITLED 'YOUTH SERVICES ADVISORY BOARD' TO RENAME THE BODY TO THE 'OAK HARBOR YOUTH COMMISSION' AND MAKE OTHER REVISIONS TO REFLECT AN UPDATED PURPOSE FOR THE COMMISSION.

WHEREAS, the City Council believes that youth are an important part of the Oak Harbor community and their needs and well-being are a legitimate concern of the City of Oak Harbor; and

WHEREAS, there are multiple organizations and public agencies which have as their goal the implementation of programs to provide services for children and young people or have an interest in protecting and fostering the health, welfare and safety of its children; and

WHEREAS, the City can assist with the coordination and planning of youth services; and

WHEREAS, the City formally recognized this role through the creation of the Youth Services Advisory Board in 2006 with the adoption of Ordinance No. 1463; and

WHEREAS, after a hiatus, the Youth Services Advisory Board has begun meeting again and has determined that the code establishing the makeup of the board and defining its tasks needs updating; and

WHEREAS, the makeup and purpose of city boards can and should change over time to better respond to new opportunities and circumstances; and

WHEREAS, it is appropriate for the City Council to amend the Municipal Code to reflect the Board's new direction.

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

Section One. Chapter 2.250 of the Oak Harbor Municipal Code last adopted by Ordinance 1463 in 2006 is hereby amended and reads as follows:

Chapter 2.250
~~YOUTH SERVICES ADVISORY BOARD~~OAK HARBOR YOUTH COMMISSION

Sections:

2.250.005 Findings.
2.250.010 ~~Advisory board establishment~~Youth Commission.
2.250.020 Membership.
2.250.030 Organization.
2.250.040 Administrative staffing.
2.250.050 Funding.
~~2.250.060 Youth participation.~~
2.250.~~070~~ 060 Tasks.

2.250.005 Findings.

(1) Young people are an important part of the Oak Harbor community and their needs and well-being are a legitimate concern of the city of Oak Harbor.

(2) There are multiple organizations and public agencies which have as their goal and mission the implementation of programs to provide services for children and young people or have an interest in protecting and fostering the health, welfare and safety of its children.

~~(3) That inevitably there are duplications of services and gaps within the youth service provider community.~~

~~(4)~~ (3)The city can assist with the coordination and planning of youth services.

2.250.010 ~~Advisory board~~Youth Commission establishment.

There is hereby established ~~a youth services advisory board~~an Oak Harbor Youth Commission, ~~the "board,"~~ which will advise the mayor and the city council concerning the welfare, education, recreation, job needs and delinquency matters related to ~~children and young people~~youth in the greater Oak Harbor community~~.~~; assist with the coordination of efforts, on behalf of youth, between the city, county, and youth services providers and advocate for youth and youth related issues to the city and community.

2.250.020 Membership.

(1) The ~~board~~ Commission shall consist of up to 17 members appointed by the mayor subject to city council approval. Prior to appointing members, the mayor shall obtain recommendations for possible members from the Commission, city councilmembers and from the youth service provider community.

(2) The city council shall appoint at least one member of the city council to the board.

(3) Membership for the ~~board~~ Commission shall be primarily drawn from ~~people~~ individuals working or residing in Oak Harbor, with a vested interest in youth. ~~and at least half of the members of the board shall be members or employees of public or private youth service provider agencies or organizations. At least two members shall be young people.~~ Two seats on the Commission will be reserved for students between the ages of 14-18 residing within the Oak Harbor School District boundaries.

(4) Persons shall have three-year terms and may be appointed for no more than two consecutive terms. Terms of the first members appointed under this chapter shall be staggered so that no more than one-third of the positions shall be regularly open during any one calendar year.

2.250.030 Organization.

(1) Chairperson. The ~~board~~ Commission shall elect its own chairperson and secretary.

(2) Regular Meetings. The ~~board~~ Commission shall meet at least ~~once a month~~quarterly. (To extent reasonably possible, the youth service provider community of Oak Harbor will be advised of the meetings and topics.)

(3) Rules of Procedure. The ~~board~~ Commission shall follow procedures under Chapter 2.65 OHMC and may adopt supplemental procedures.

2.250.040 Administrative staffing.

(1) The mayor shall appoint such staff assistance from existing staff as the mayor deems appropriate to assist in carrying out the work of the ~~board~~Commission.

(2) The council may create and define positions to assist the ~~board~~ Commission in its work.

2.250.050 Funding.

The city council shall provide such funding to the ~~board~~ Commission as it deems appropriate; provided, further, that the mayor has full authority to administer and regulate the expenditures of the ~~board~~ Commission in the same manner as the mayor has with other departments and programs of the city.

~~**2.250.060 Youth participation.**~~

~~The board shall help develop means and methods of obtaining input from young people of various ages concerning the work of the board. Such activities or programs must be approved by the city council before implementation.~~

2.250.~~070~~ 060 Tasks.

(1) The ~~board~~ Commission ~~shall give advice~~ will serve as an advocacy group to the mayor and the city council on the following matters:

~~(a) Identifying and inventorying youth service providers to children and youth in the community of Oak Harbor including public and private profit and nonprofit agencies and organizations.~~

~~(b) Inventorying the programs provided for children and youth.~~

~~(c) Identifying the needs of children and youth not being met.~~

(a) Assess and identify the needs of youth in the greater Oak Harbor area.

(b) Advocate and work collaboratively with youth service providers to address identified needs.

(c) Regularly apprise the mayor and city council of the state of youth in the greater Oak Harbor area, such that appropriate decisions can be made on behalf of our young citizens.

~~(d) Assisting in the coordination and planning of youth services by other agencies and organizations.~~

~~(e)~~ (d) Develop~~ing~~ recommendations concerning strategies and programming for protecting and enhancing the quality of life of youth~~children and young people~~ in the Oak Harbor community.

(2) In addition, the ~~board~~ Commission shall have power to:

(a) Conduct public participation meetings to obtain public input for ~~city~~ community planning and coordination. At least once a year the board shall conduct a public participation meeting at which ~~all~~ members of the youth service provider community in the Oak Harbor area will be invited to attend and discuss current issues and needs of ~~children and~~ youth in the Oak Harbor area.

(b) At the request of council, review city programs which may involve interaction with ~~young people and children~~youth and report to the mayor and council concerning findings.

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 (5) five days following publication.

P:\CC\12\5-15-12\DRAFT Oak Harbor Youth Commission ordinance.docx~~P:\CC\12\5-15-12\DRAFT Oak Harbor Youth Commission ordinance.docx~~

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

( ) APPROVED by its Mayor this _____ day of _____, 2012.

( ) Vetoed

THE CITY OF OAK HARBOR

_____

Mayor

Attest:

_____

City Clerk

Approved as to Form:

_____

City Attorney

Published: _____

P:\CC\12\5-15-12\DRAFT Oak Harbor Youth Commission ordinance.docx~~P:\CC\12\5-15-12\DRAFT Oak Harbor Youth Commission ordinance.docx~~

City of Oak Harbor
City Council Agenda Bill

Bill No. 5
Date: May 15, 2012
Subject: Introduction: Personnel Code Housekeeping Ordinance

FROM: Steve Powers, Interim City Administrator
Jessica Neill Hoyson, HR Manager

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
_____ Doug Merriman, Finance Director
William H. Hawkins, City Attorney, as to form

PURPOSE

This agenda bill introduces an ordinance for City Council's future consideration. The ordinance proposes amendments to various sections of the Oak Harbor Municipal Code (OHMC) intended to align those sections with the proposed employee code amendments to OHMC Chapter 2.34 (which were introduced to the Council on April 17, 2012).

AUTHORITY

The City Council has authority pursuant to RCW 35A.11.020 to set the rules for city employment:

> The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights, to fix the compensation and working conditions of such officers and employees and establish and maintain civil service, or merit systems, retirement and pension systems not in conflict with the provisions of this title or of existing charter provisions until changed by the people (RCW 35A.11.020 in pertinent part).
>
> The mayor shall have the power of appointment and removal of all appointive officers and employees subject to any applicable law, rule, or regulation relating to civil service. The head of a department or office of the city government may be authorized by the mayor to appoint and remove subordinates in such department or office, subject to any applicable civil service provisions. All appointments of city officers and employees shall be made on the basis of ability and training or experience of the appointees in the duties they are to perform, from among persons having such qualifications as may be prescribed by ordinance or by charter, and in compliance with provisions of any merit system applicable to such city. Confirmation by the city council of appointments of officers and employees shall be required only when the city charter,

or the council by ordinance, provides for confirmation of such appointments. Confirmation of mayoral appointments by the council may be required by the council in any instance where qualifications for the office or position have not been established by ordinance or charter provision. Appointive offices shall be without definite term unless a term is established for such office by law, charter or ordinance.

FISCAL IMPACT DESCRIPTION

Funds Required: $ N/A
Appropriation Source: N/A

SUMMARY STATEMENT

An ordinance repealing and readopting OHMC Chapter 2.34 was introduced to the City Council on April 17th. That proposed ordinance is intended to clearly establish the Council's legislative policy regarding city employment. During that introduction, staff noted that a separate ordinance (referred to as a "housekeeping ordinance") proposing a variety of changes to other related sections of the Code would be forthcoming. The draft ordinance attached to this agenda bill is that "housekeeping ordinance."

The draft ordinance amends various chapters of the OHMC regarding the employment status of the City's department directors. The proposed ordinance clarifies that all department directors are appointed by the Mayor and confirmed by the City Council, that all directors serve at the pleasure of the Mayor and that they all have or are offered employment contracts approved by the City Council.

The proposed ordinance corrects a deficiency in the code by creating the Public Works Department as a city department. It also amends the Marina Code (OHMC Chapter 2.38), by adding that the Harbormaster may report to the City Administrator's designee. This change is required to reflect the current reporting relationship.

STANDING COMMITTEE REPORT

The draft ordinance was presented to the Governmental Services Standing Committee at their May 8th meeting.

RECOMMENDED ACTION

•Discuss draft ordinance
•Set June 5, 2012 as the public hearing date

ATTACHMENTS

Draft ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING CHAPTERS OF THE OAK HARBOR MUNICIPAL CODE REGARDING THE EMPLOYMENT STATUS OF THE DEPARTMENT DIRECTORS, INCLUDING CREATION OF THE POSITION OF PUBLIC WORKS DIRECTOR AND THE DEPARTMENT OF PUBLIC WORKS, AND AMENDING CHAPTER 2.38 REGARDING THE REPORTING RELATIONSHIP FOR THE HARBORMASTER.

WHEREAS, all the department director positions in city employment should be treated in a consistent manner; and

WHEREAS, the department directors employed by the city are typically employed in an at-will capacity pursuant to employment contract; and

WHEREAS, code adoptions over time have resulted in different provisions for different department directors; and

WHEREAS, it is the intention of the city council to treat all department director positions similarly; and

WHEREAS, the department of public works has existed as a city function for a considerable length of time; and

WHEREAS, there exists a public works director; and

WHEREAS, references to the public works department, public works superintendent and/or public works director are found throughout the municipal code, including in Title 13, Water; Chapter 10.12, Parking and Traffic Control; Chapter 6.13, Recreational Camping in Public Parks; Chapter 3.95, Utility Billing and Collection Procedures; Chapter 12.20, Stormwater Facility Maintenance; Chapter 15.04, Municipal Solid Waste Collection; and Section 18.20.185, Interpretation of Development Regulations; and

WHEREAS, although the public works function and director exist, and are referenced in numerous ways within the code, no department of public works was created in the code and likewise no position of public works director was defined by city code; and

WHEREAS, it is necessary to amend the code to correct these deficiencies; and

WHEREAS, certain other amendments are necessary to clarify the reporting relationship of the harbormaster;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR do ordain as follows:

Section One. Section 2.06.010 of the Oak Harbor Municipal Code, pertaining to the city attorney, last amended by Ordinance 569 in 1980, is hereby amended to read as follows:

2.06.010 Appointment – Duties. ~~The mayor may appoint for the city of Oak Harbor an attorney whose duty~~ The city attorney shall be appointed by the mayor and confirmed by the city council. The city attorney shall serve at the pleasure of the mayor pursuant to an employment contract proposed by the mayor and approved by the city council. The duties of the city attorney shall be to draft and prepare all ordinances, orders, resolutions, contracts, agreements, forms, pleadings and other papers and documents as the mayor or council of the city may direct or require him to make or may be necessary, and to appear and defend the city of Oak Harbor in all actions of law or in equity or otherwise wherein the city may be interested or be a party and appear for the city in municipal court on all charges brought in the name of the city. In the event that the city attorney is unable to represent the city he may appoint other counsel or in the event of a conflict of interest or other like situation he may ask the mayor to appoint other counsel for a particular project or cause and the mayor may so appoint another attorney to represent the city in that cause.

Section Two. Chapter 2.05 of the Oak Harbor Municipal Code, pertaining to the city administrator, last amended by Section 1 of Ordinance No. 1259 in 2001, is hereby amended to read as follows:

2.05.010 Office created. There is created the office of city administrator, which office shall be filled by appointment by the mayor, subject to confirmation by the city council. The city administrator shall ~~be subject to removal by the mayor~~ serve at the pleasure of the mayor pursuant to an employment contract proposed by the mayor and approved by the city council.

2.05.020 Administrative officer. The city administrator shall be the administrative executive officer for the city, under the direction and authority of the mayor. The city administrator shall also have all duties and authority assigned to the city supervisor by city ordinance(s).

2.05.030 Duties.
The city administrator shall have the following specific duties, powers and responsibilities, in addition to others provided in this chapter or otherwise:

(1) Under the direction and authority of the mayor:

(a) Supervise the public works, finance, marina, ~~engineering and permitting~~ and development services of the city;

(b) Administer and coordinate the activities and functions of the various city offices, departments and boards;

(c) Carry out the various duties as prescribed by the city ordinances and policies of the city council. Administer those duties as prescribed by the zoning code and the building

code. ~~The police and fire departments shall report to and be directly responsible to the mayor and none of the duties prescribed in this section shall apply to said departments unless directed by the mayor.~~

(2) Regularly report to the mayor and city council concerning the status of all assignments, duties, projects and functions of the various city offices and departments.

(3) Supervise all purchasing by the various city offices, departments and boards. Supervise all expenditures by the various city offices, departments and boards, for the purpose of keeping the same within the limitations of the annual budget of the city.

(4) Coordinate the preparation of the annual budget for the city.

(5) Assist the mayor and city council generally in conducting the city's business in all matters, and perform such other duties and assume such other responsibilities as the mayor may direct, and as by ordinances and resolutions of the city council may be required.

(6) The police and fire departments shall report to and be directly responsible to the mayor and none of the duties prescribed in this section to the city administrator shall apply to said departments unless directed by the mayor.

2.05.040 Reassignment of duties.
The mayor may reassign duties and responsibilities of the city administrator or listed as the city supervisor in other ordinances of the city to such employee or contractor as deemed appropriate. When making such a reassignment, the mayor shall:

(1) Assure the assignment is in writing;

(2) File a copy of the assignment with the city clerk; and

(3) Assure city council is provided notice of the reassignment as made to city council in a manner reasonably calculated to advise them of the changes.

Section Three. Section 2.07.020 of the Oak Harbor Municipal Code, pertaining to the finance director, last amended by Section 3 of Ordinance No. 1117 in 1997, is hereby amended to read as follows:

2.07.020 Appointment – Term. The finance director shall be appointed by the mayor ~~, subject to approva~~ and confirmed by the city council. The finance director shall serve ~~for an indefinite term and~~ at the ~~discretion~~ pleasure of the mayor~~. The council may authorize a~~ pursuant to an employment contract ~~for services~~ proposed by the mayor and approved by the city council.

Section Four. Section 2.36.030 of the Oak Harbor Municipal Code, pertaining to the chief of police, last amended by Section 2 of Ordinance 984 in 1994 is hereby amended to read as follows:

2.36.030 Police chief – Appointment.
The department of police shall be under the direction and control of the police chief subject to the direction of the mayor or the mayor's designee. The chief of police shall be appointed by the mayor and confirmed by the city council.

~~The chief of police shall be a non-civil service employee and shall be appointed by the mayor subject to approval of the city council. The police chief shall serve at the discretion of the mayor. Nothing in this provision shall forbid the city from entering into agreement with the police chief concerning salary and benefits.~~ The police chief shall serve at the pleasure of the mayor pursuant to an employment contract proposed by the mayor and approved by the city council.

Section Five. Section 2.40.020 Oak Harbor Municipal Code, pertaining to the development services director, last amended by Section 3 of Ordinance No. 1256 in 2001, is hereby amended to read as follows:

2.40.020 Director – Appointment and removal. The department of development services shall be headed by a director who shall be appointed by the mayor and confirmed by the city council. The ~~director of~~ development services director under direction of the mayor shall supervise and direct all employees assigned to the department of development services and manage and administer activities of the department. The ~~mayor may at any time remove the director of~~ development services director ~~upon filing a statement~~shall serve at the pleasure of ~~reasons therefor with~~ the mayor pursuant to an employment contract proposed by the mayor and approved by the city council. All references to "planning director", and "director of planning and community development" ~~and "building official"~~ shall be deemed references to the ~~director of~~ development services director or such other person or persons designated by the mayor.

Section Six. Section 2.44.010 of the Oak Harbor Municipal Code, pertaining to the fire chief, last amended by Section 1 of Ordinance 505 in 1978 is hereby amended to read as follows:

2.44.010 Appointment. The ~~position of~~ fire chief ~~should~~ shall be ~~an appointive office~~ appointed by the mayor and confirmed by the city council. ~~The fire chief shall be appointed by the mayor, subject to the approval of the appointment by the council, and he serves at the pleasure of the mayor.~~ The fire chief shall serve at the pleasure of the mayor pursuant to an employment contract proposed by the mayor and approved by the city council.

Section Seven. A new Chapter 2.70, Department of Public Works, is hereby added to the Oak Harbor Municipal Code:

CHAPTER 2.70
DEPARTMENT OF PUBLIC WORKS

Sections:

2.70.010 Department created.
2.70.020 Director -- Appointment and removal.
2.70.030 Powers and duties of the department.

2.70.010 Department created. There is hereby created a department of public works for the purpose of administering city ordinances and contracts pertaining to city public works and city engineering requirements for private and public construction projects within the city limits.

2.70.020 Director – Appointment and removal. The department of public works shall be headed by a director who shall be appointed by the mayor and confirmed by the city council. The public works director shall have all those duties assigned under city ordinance or resolution to the public works director, the superintendent of public works and the public works superintendent. The public works director shall serve at the pleasure of the mayor pursuant to an employment contract proposed by the mayor and approved by the city council.

2.70.030 Powers and duties of the department. The public works department shall be responsible for the following city services: streets, water, wastewater, storm drains, solid waste, parks, equipment rental and engineering; and such other projects and services as are specified by city ordinance or resolution.

Section Eight. Chapter 2.38 of the Oak Harbor Municipal Code, pertaining to the marina, last amended by Section 1 of Ordinance 1541 in 2008, is hereby amended to read as follows:

CHAPTER 2.38
OAK HARBOR CITY MARINA

Sections:
2.38.010 Created.
2.38.020 Purpose.
2.38.030 Harbormaster.
2.38.040 Marina master plan.
2.38.050 Marina improvement plan.
2.38.060 No right to rely upon the marina master plan or marina improvement plan.

2.38.010 Created. There is hereby created as a division of city government the Oak Harbor city marina. This division may also be called "the marina" in the Oak Harbor Municipal Code.

2.38.020 Purpose. The purpose of the marina shall be to administer, promote, maintain and develop the marina for the benefit of present and future city residents. The marina shall:

(1) Maintain safe and accessible moorage facilities financed through moorage rates and user fees;
(2) Provide a mix of uses that fulfills recognized needs for the recreational boating public, is economically feasible and which maximizes the use of the marina property;

(3) Promote public access to and use of the marine waters and shorelines of Oak Harbor subject to reasonable rules and regulations for the public peace, safety and welfare;
(4) Create public/private partnerships for more efficient use of the marina; and
(5) Participate in economic development opportunities on the city waterfront consistent with the city's comprehensive plan.

2.38.030 Harbormaster. The marina shall be headed by a harbormaster who shall be appointed by the mayor. Under the direction of the mayor and city administrator (or designee), the harbormaster shall supervise and direct all employees assigned to the marina, and manage and administer activities of the marina. The harbormaster shall also have such additional powers and duties as shall be established by ordinance or resolution of the city council.

2.38.040 Marina master plan. The marina shall be subject to a 10-year master plan which is adopted by the city council. The purpose of the marina master plan shall be to describe the goals and vision for the marina over the next 10-year period. At the end of the 10-year period, the city council shall consider whether the goals and vision of the marina master plan have been met. Based upon that review, the city council shall revise the marina master plan as needed and adopt a new marina master plan for the next 10-year period. The marina master plan shall be consistent with the city's comprehensive plan.

2.38.050 Marina improvement plan. The city council shall adopt a five-year marina improvement plan which shall list the anticipated projects necessary for the safe and efficient operation of the marina over the subsequent five-year period. The marina improvement plan shall include a plan for financing the listed projects over the five-year period. The marina improvement plan shall be reviewed every year and amended as necessary annually by the city council. The marina improvement plan shall be consistent with the capital facilities element of the comprehensive plan and the capital improvement plan.

2.38.060 No right to rely upon the marina master plan or marina improvement plan. No liability shall attach to the city as a consequence of the adoption of the marina master plan or the marina improvement plan. No person shall have the right to rely upon either the marina master plan or the marina improvement plan.

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

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

THE CITY OF OAK HARBOR

Veto ( )
Approve ( )

_____
Mayor

_____
Date

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Published: _____

City of Oak Harbor
City Council Agenda Bill

Bill No. 6
Date: May 15, 2012
Subject: Reimbursement for Services Agreement – Swinomish Indian Tribal Community

FROM: **Cathy Rosen, Public Works Director**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to authorize the Mayor to sign a contract for reimbursement for services rendered by the Swinomish Indian Tribal Community in support of archaeological recovery work at Site 45IS300. All work authorized and performed under this contract will be consistent with Archaeological Excavation Permit No. 2012-19 as issued by the State Department of Archaeology and Historic Preservation (DAHP) to the City of Oak Harbor and Equinox Research and Consulting International on April 30, 2012. The total estimated cost of this work is $548,301.85 and the Agreement proposes a not-to-exceed amount of $600,000.

AUTHORITY

Oak Harbor Municipal Code states:

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

FISCAL IMPACT DESCRIPTION

Funds Required: $600,000

Appropriation Source: 104/351/352/401/402/404

SUMMARY STATEMENT

On September 20, 2011, the City County authorized the Mayor to sign a Reimbursement for Services

Agreement between the Swinomish Indian Tribal Community and the City of Oak Harbor. This Agreement stipulated the terms for reimbursing the Swinomish Tribe for work performed on Pioneer Way (Site No. 45IS45) under Archaeological Excavation Permit No. 2011-33. All work under this Agreement concluded by the end of December of 2011.

With the field work now complete on Site 45IS45 (Pioneer Way), the City in partnership with Equinox Research and Consulting International (ERCI) applied for a new Archaeological Excavation Permit to perform recovery work on Site 45IS300 (Pit Road plus four outlier sites). On April 30, 2012, the Washington State Department of Archaeology and Historic Preservation issued Permit No. 2012-19 authorizing this work.

In common with the Pioneer Way portion of the work, the City would once again welcome the participation of Tribal community members in helping to fulfill the requirements in Permit No. 2012-19. The attached Reimbursement for Services Agreement is almost identical to the Agreement approved by the City on September 20, 2011 in that it provides for reimbursement for Tribal spiritual leaders, Tribal handlers and monitors, benefits and indirect costs, mileage and archival and funerary boxes. The estimated costs for the services rendered are shown in Section 4 and are based on two assumptions supplied by the City's archaeological consultant, Kelly Bush of ERCI. First, Ms. Bush has estimated that the work will take approximately 32 weeks to complete (160 working days). Second, the estimate assumes that up to 15 Tribal community members will be available to support the archaeological recovery work. The total estimated cost for services rendered under the Permit is $548,301.85. Staff is recommending that Agreement establish a not-to-exceed contract amount of $600,000.00.

The archaeological work to be performed under this Agreement will be paid for out of the same combination of funds that paid for the Pioneer Way project (i.e., Water, Sewer, Storm, Arterial, REET). The proportion charged to each fund for archaeology will be based on the percentage that each of these funds was used to cover expenditures incurred during the Pioneer Way construction. In other words, if 8% of the total project cost for Pioneer Way was paid by the Water Fund, then 8% of the archaeology costs would be charged to the Water Fund.

STANDING COMMITTEE REPORT

This Agreement was presented and reviewed at the May 8, 2012 Governmental Services Standing Committee and the May 9, 2012 Finance Standing Committee meetings.

RECOMMENDED ACTION

Authorize the Mayor to sign the Reimbursement for Services Agreement Between Swinomish Indian Tribal Community and City of Oak Harbor for services rendered under the terms of Archeological Excavation Permit No. 2012-19 as issued by the State Department of Archaeology and Historic Preservation.

ATTACHMENTS

1. Reimbursement for Services Agreement
2. Archaeological Excavation Permit for Site 45IS300

THE SWINOMISH INDIAN TRIBAL COMMUNITY
SWINOMISH INDIAN RESERVATION

RESOLUTION NO. 2012-05-070

A Resolution Approving a Reimbursement for Services Agreement between Swinomish Indian Tribal Community and City of Oak Harbor

WHEREAS, the Swinomish Indian Tribal Community (the "Tribe") is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. § 476); and

WHEREAS, the Tribe is organized under a constitution and bylaws originally ratified by the Tribe on November 16, 1935, and approved by the Secretary of the Interior on January 27, 1936, and as most recently amended and ratified by the Tribe on September 7, 1985 and approved by the Secretary of the Interior on October 22, 1985; and

WHEREAS, Swinomish Indian Senate (the "Senate") is the duly enacted governing body of the Swinomish Indian Tribal Community and exercises governmental authority over all lands and waters within the Swinomish Indian Reservation; and

WHEREAS, construction activities associated with the City of Oak Harbor's ("City") SE Pioneer Way Improvements Project have disturbed and destroyed a significant Lower Skagit village and burial ground; and

WHEREAS, the Washington State Department of Archaeology and Historic Preservation has issued to the City an archaeological excavation permit ("Permit") for the Pit Road archaeological site and associated sites, certain conditions of which require the City to consult with the Tribe regarding, among other things, the handling and treatment of ancestral remains; and

WHEREAS, the Tribe has incurred and will continue to incur certain expenditures related to work that the Tribe has performed or will perform at the Pit Road archaeological site and associated sites in order to facilitate the City's compliance with the Permit and with certain of the City's legal obligations regarding proper handling of ancestral remains; and

WHEREAS, the City, not the Tribe, should bear all costs associated with the work authorized by the Permit; and

WHEREAS, the Tribal Senate is authorized to take this action pursuant to Article VI, Sections 1(a), (g), and (q) of the Constitution of the Tribe approved January 27, 1936, as amended, **NOW THEREFORE,**

BE IT RESOLVED that the attached Reimbursement for Services Agreement between Swinomish Indian Tribal Community and City of Oak Harbor is hereby approved; and

BE IT FURTHER RESOLVED that the Tribal Chairman or his designee is authorized to execute the attached Reimbursement for Services Agreement between Swinomish Indian Tribal Community and City of Oak Harbor with or without minor modifications approved by the Office of Tribal Attorney.

Brian Cladoosby, Chairman
Swinomish Indian Senate

CERTIFICATION

As Secretary of the Swinomish Indian Senate, I hereby certify that the foregoing Resolution was approved at a Regular Meeting of the Swinomish Indian Senate held on May 1, 2012, at which time a quorum was present and the resolution was passed by a vote of 2 FOR, 0 AGAINST, and 0 ABSTENTIONS.

Sophie Bailey
Secretary, Swinomish Indian Senate

REIMBURSEMENT FOR SERVICES AGREEMENT BETWEEN SWINOMISH INDIAN TRIBAL COMMUNITY AND CITY OF OAK HARBOR

This Agreement is made and entered into this _____ day of _____, 2012, by and between the Swinomish Indian Tribal Community ("Tribe" or "SERVICE PROVIDER"), a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. § 476), acting under the authority of its Constitution and Bylaws, and the City of Oak Harbor ("City"), a Noncharter Code City and political subdivision of the State of Washington with authority to act pursuant to 35A.12 RCW, acting under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, and other applicable law.

For and in consideration of the promises, covenants and agreements contained herein, the Parties recognize, affirm, and agree as follows:

1. Purpose and Scope of Work.

The sole purpose of this agreement is to obligate the City to reimburse the Tribe for expenditures related to work that the Tribe has or will perform at archaeological site 45IS300 in order to facilitate the City's compliance with certain conditions of Archaeological Excavation Permit No. 2012-19 for the Pit Road site and outlier sites and/or any extension of that permit granted to the City by the department of Archaeology and Historical Preservation (DAHP) (hereinafter "the Permit").

The permit requires the City to consult with the Tribe regarding development of a reburial plan for those human remains removed or recovered from site 45IS300. The Permit also provides that the Tribe shall transport any recovered grave goods, artifacts, bone, or human remains to the secure City facility at 1400 NE 16th.

This agreement does not create new or supersede existing law; waive, limit or settle any rights or causes of action under existing law; create any new causes of action under existing law; waive any defenses or immunities under existing law; or imply that the Tribe's interests are not protected under or derived from federal, state, local, tribal, and/or common law.

This agreement confers on the City the benefit of securing the services of the Tribe which are necessary for the City to satisfy certain of its obligations under the Permit and certain of its legal obligations regarding proper handling and reburial of grave goods, artifacts, bone, or human remains, and confers on the Tribe the contractual right to have Tribal spiritual leaders, monitors and handlers monitor and assist archaeological work and excavation, handle human remains, and consult with the City.

2. Responsibilities.

As required by the Permit, at the Tribe's direction and under the Tribe's control, Tribal spiritual leaders, Tribal handlers, and Tribal monitors have and will continue to monitor and assist archaeological work and excavation and handle human remains at the above-identified site and consult with the City regarding the above-referenced site. The City agrees to reimburse the Tribe for work that has been or will be performed by Tribal spiritual leaders at the above-identified site at the rate of $25/hour and to reimburse the Tribe for work that has been or will be performed by Tribal handlers and/or monitors at the above-identified site at the rate of $18/hour. The City also agrees to reimburse the Tribe for benefits and indirect costs at the rate of 40% of the total wages earned by Tribal spiritual leaders, handlers, and monitors. See Section 4, below.

Certain expenses are associated with work that has been or will be performed by the Tribe and/or its representatives. The City agrees to reimburse the Tribe for the following expenses related to the Tribe's work at the above-identified site: mileage from the Swinomish Indian Reservation to the above-identified site at the rate of $0.51/mile; bankers boxes, which are needed to temporarily store human remains and archaeological resources, at the rate of $25/case; and cedar boxes, which are needed to rebury human remains and grave goods, at the rate of $225/box. See Section 4, below.

3. Term of Agreement.

This contract shall become effective upon being approved by the Oak Harbor City Council and the Swinomish Indian Senate and upon recordation with the Island County Auditor pursuant to RCW 39.34.040. The term of this Agreement shall be from May 1, 2012, until the expiration of the Permit and any extensions of the Permit granted to the City by DAHP, unless extended by written agreement executed by the parties hereto.

4. Manner of Financing.

The City agrees to reimburse the Tribe for all of the work performed and expenses incurred by the Tribe and/or its representatives in accordance with the rates established in Section 2 above. Such payment shall be full compensation for services rendered or expenses incurred under this agreement, but shall not be or be deemed to be full compensation for or satisfaction of any other damages sustained by the Tribe that are not the subject of this agreement. The Tribe shall submit all invoices to the City on a

monthly basis for all reimbursements authorized by this Section, supported by detailed statements of hours expended and costs incurred at the rates established in Section 2 above. The City shall pay all properly supported invoices within thirty (30) days of receipt. No payment shall be made under this agreement for any service rendered by the Tribe under this agreement except for services identified and set forth in this agreement.

The estimated costs associated with the work and expenses described in Section 2 above are:

Work/Expense	**Description**	**Approximate Cost**
Tribal spiritual leaders	160 days x 8 hours x 1 position x $25/hour	$32,000
Tribal handlers/monitors `	160 days x 8 hours x 15 positions x $18/hour	$345,600
Benefits and indirect costs	40% of wages	$151,040
Mileage	((160 days x 2 cars x 55 miles) + (5 days x 1 car x 115 miles)) x $0.55/mile	$9,996.25
Bankers boxes	80 days x 4 boxes/day x $2.08/box	$665.60
Cedar boxes	40 boxes x $225/box	$9,000
TOTAL ESTIMATED COST		$548,301.85

The parties understand that the above figures represent only estimates of the numbers of hours that will be required to complete the project. In consideration of these estimates, the parties agree that the total amount of compensation pursuant to this contract shall not exceed the amount of $600,000.00 without a written agreement executed by the parties hereto. In the event that actual costs exceed the above-estimated costs and the actual costs are supported by properly supported invoices submitted to the City, the parties agree to modify the agreement to reflect the actual costs incurred. The City agrees to act in good faith when negotiating any proposed amendment to the not-to-exceed amount of this agreement.

5. Reports and Inspections.

5.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY copies of such statements, records, reports, data, and information as the CITY may request pertaining to work performed under this Contract, provided that any such statement, record, report, data, or information is not confidential, privileged, or otherwise protected from disclosure under applicable law.

5.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all work performed under this Contract provided that any such record or data is not confidential, privileged, or otherwise protected from disclosure under applicable law, and shall permit the CITY or its designated authorized representative to audit and inspect, at the CITY's own expense, its records and data relating to all work performed under this Contract, provided that any such record or data is not confidential, privileged, or otherwise protected from disclosure under applicable law. The CITY may receive a copy of any audit report made as to the SERVICE PROVIDER'S performance under this Contract, provided that any such audit report is not confidential, privileged, or otherwise protected from disclosure under applicable law.

6. Independent Contractor Relationship.

6.1 The parties intend that an independent contractor relationship will be created by this Contract. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Contract.

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

7. Service Provider Employees/agents.

The CITY may at its sole discretion request that the SERVICE PROVIDER remove an employee(s), agent(s) or servant(s) from employment on the work for the City provided herein. The SERVICE PROVIDER agrees to act in good faith in considering the request.

8. Hold Harmless/Indemnification.

8.1 SERVICE PROVIDER shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees caused by the negligence of the SERVICE PROVIDER, its agents, employees, servants or representatives during the course of SERVICE PROVIDER's performance of this Contract. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the SERVICE PROVIDER and the CITY, its officers, officials, employees, or volunteers, the SERVICE PROVIDER'S liability hereunder shall be only to the extent of the SERVICE PROVIDER'S negligence. This subsection 8.1 does not apply to injuries and damages caused by the sole negligence of the CITY.

8.2 The CITY shall defend, indemnify and hold the SERVICE PROVIDER, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees caused by the negligence of the CITY, its agents, employees, servants or representatives arising out of or in connection with this Contract. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CITY and the SERVICE PROVIDER, its officers, officials, employees, or volunteers, the CITY's liability hereunder shall be only to the extent of the CITY's negligence. This subsection 8.2 does not apply to injuries and damages caused by the sole negligence of the SERVICE PROVIDER. It is further specifically and expressly understood that the indemnification provided herein constitutes the CITY's waiver of immunity under Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

8.3 This agreement does not create new or supersede existing law; waive, limit or settle any rights or causes of action under existing law; create any new causes of action under existing law; waive any defenses or immunities under existing law; or imply that the SERVICE PROVIDER's interests are not protected under or derived from federal, state, local, Tribal, and/or common law. No liability shall attach to the CITY by reason of entering into this Contract except as expressly provided herein.

8.4 The provisions of this Section 8 shall survive the expiration or termination of this Contract.

9. Insurance.

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

9.1 Minimum Scope of Insurance. SERVICE PROVIDER shall procure and maintain insurance of the types described below:

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

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide Aggregate Per Project Endorsement ISO form CG 25 03.11.85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The CITY shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY using ISO additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

c. Workers' Compensation coverage as required by the Workers' Compensation Code of the Swinomish Indian Tribal Community, Swinomish Tribal Code Chapter 14-02.

9.2 Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:

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

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

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

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

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

9.5 Verification of Coverage. If requested in writing by the CITY, SERVICE PROVIDER 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 SERVICE PROVIDER.

10. Compliance with Laws.

The SERVICE PROVIDER, in the performance of this Contract, shall comply with all applicable Tribal, federal, state or local laws and ordinances.

11. Nondiscrimination.

The CITY is an equal opportunity employer. Unless otherwise allowed pursuant to Tribal or federal law, including but not limited to Title 14, Chapter 1 of the Swinomish Tribal Code – Tribal Employment Rights:

11.1 Nondiscrimination in Employment. In the performance of this Contract, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular

disability prevents the proper performance of the particular worker involved; and provided further that the SERVICE PROVIDER may give preference in its hiring and employment practices to members of the Swinomish Indian Tribal Community or other tribes, who have met all requirements for that position, including state requirements, and as may be provided by tribal laws and policies, including but not limited to Title 14, Chapter 1 of the Swinomish Tribal Code – Tribal Employment Rights. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Contract as may be required to ensure full compliance with applicable Tribal, federal, state or local laws prohibiting discrimination in employment.

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

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

12. Assignment/subcontracting.

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

12.2 Any work or services assigned hereunder shall be subject to each provision of this Contract.

13. Maintenance and Inspection of Records.

13.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract, provided that any such record is not confidential, privileged, or otherwise protected from disclosure under applicable law.

13.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Contract, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period, provided that any such material is not confidential, privileged, or otherwise protected from disclosure under applicable law.

14. Notice.

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

15. Administration.

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this agreement and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing.

15.1 The City's representative shall be:

Steve Powers, Interim City Supervisor
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277
Tel: (360) 279-4511 Fax: (360) 279-4507
Email: spowers@oakharbor.org

15.2 The Tribe's representative shall be

Charlie O'Hara, Planning Director
Swinomish Indian Tribal Community
11404 Moorage Way
La Conner, WA 98257
Tel: (360) 466-7203 Fax: (360) 466-1615
Email: cohara@swinomish.nsn.us

16. Treatment of Assets and Property.

No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of by the parties pursuant to this agreement.

17. Changes, Modifications, Amendments and Waivers.

This agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.

18. Termination.

This agreement may be terminated by written agreement executed by the parties hereto, or by either party giving at least seven (7) days written notice to the other party. In the event of a failure of appropriation on the part of the City, the City shall promptly provide notice of the failure of appropriation to the Tribe, and the City shall not be deemed in breach of the Agreement. In such an event, the City shall reimburse the Tribe for services performed and costs incurred by the Tribe prior to receipt of notification of the failure of appropriation.

19. Dispute Resolution.

If a dispute concerning the making, formation, validity, obligations under or breach of this agreement arises between the Tribe and the City, both parties agree that they will attempt to resolve the dispute through negotiation. In the event that the parties are not able to resolve the dispute through negotiation within thirty (30) days from the date a party requests negotiation in writing, the parties agree to engage in non-binding mediation to attempt to resolve the dispute. Mediation may be requested in writing by either party. The parties shall attempt to jointly select a mediator, but if they are unable to agree, each party may select a mediator, both of which shall jointly appoint a third person to conduct the mediation. The parties agree to share the costs of mediation equally, provided, however, that each party shall bear its own attorney's fees. If the parties are unable to resolve the dispute through mediation within thirty (30) days from the date a party requests mediation in writing, each party is free to pursue its interests independent from the other party.

20. Severability.

In the event any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this agreement are declared severable.

21. Entire Agreement.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Both parties recognize time is of the essence in the performance of this contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

22. No Partnership or Joint Venture.

No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

23. No Third Party Beneficiaries.

This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners or residents, or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

IN WITNESS WHEREOF, the parties have executed this Agreement this 1st day of May, 2012.

SWINOMISH INDIAN TRIBAL COMMUNITY:

BY: Brian Cladoosby
Name: BRIAN CLADOOSBY
Title: Chairman

CITY OF OAK HARBOR:

BY: _____
Name: _____
Title: _____

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

ARCHAEOLOGICAL EXCAVATION PERMIT
NO: 2012-19

Archaeological site(s):	45IS300-Pit Road and Old City Shop sites
Individuals Responsible for carrying out the terms and conditions of the permit:	Eric Johnston City of Oak Harbor
Individuals responsible for over-seeing field investigations:	Alyson Rollins and Kelly Bush ERCI
Nature of work:	Screening of piles for human remains, funerary objects and archaeological material
Repository in which collected records and data shall be deposited:	Burke Museum for records and historical period non-funerary artifacts
Date fieldwork permitted to begin:	May 1, 2012
Date fieldwork shall end:	December 31, 2012
Period of analysis:	Concurrent through March 31, 2013
Date final report due:	No later than March 31, 2013

SPECIAL CONDITIONS:

See Attached

Issued this 30th day of April 2012.

Stephenie Kramer
Assistant State Archaeologist

ARCHAEOLOGICAL EXCAVATION PERMIT NO: 2012-19
SPECIAL CONDITIONS:

1. Follow protocols stated in permit application of 4/19/12 with the following changes:

2. Waterloo and Burroughs Road locations are not yet permitted. Once DAHP receives evidence of landowners consent, and conducts consultations with those landowners, DAHP anticipates it will re-issue an amended permit with outlier locations added.

3. Weekly status reports shall be submitted via email to DAHP, City and affected Tribes, using the email list.

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

5. Provide a draft burial plan and update by August 1, 2012 to DAHP and affected Tribes to demonstrate progress is being made towards final reburial.

6. Reference permit number & append artifact catalog to report; include DAHP Human Remains case number HR11-00020 in report.

7. Copies of all interim and final reports shall be provided to the City, affected Tribes, & DAHP. An updated Site Form shall be submitted to DAHP with final report.

8. If the Permit Holders need to request a change to the permit, or are requested to make changes, the Permit Holders shall consult with DAHP and all affected Tribes. All permit changes must be in writing, in a permit amendment issued by DAHP.

9. Upon completion of the project, the Permit Holders, in conjunction with the affected Tribes, will deliver a presentation to the affected tribes, if requested.

City of Oak Harbor
City Council Agenda Bill

Bill No. 7
Date: May 15, 2012
Gun Club Road Water Main -- Contract Award

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

SD Scott Dudley, Mayor
SP Steve Powers, Interim City Administrator
DM Doug Merriman, Finance Director
BH Bill Hawkins, City Attorney, as to form

PURPOSE

This agenda bill recommends awarding a contract for construction of the Gun Club Water Main Project to C. Johnson Construction in the amount of $1,143,575.63.

AUTHORITY

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

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

FISCAL IMPACT DESCRIPTION

Funds Required: $1,253,575.63
Appropriation Source: Water Fund No. 401

SUMMARY STATEMENT

The Gun Club Road Water Main Construction Project involves the installation of new water mains to serve the future North Reservoir. The scope of the water main project includes installation of approximately 5,500 feet of 18-inch and 24-inch ductile iron water main pipe, a pressure reducing valve station, connections to the existing system, valves, pipe fittings and street repairs. The project will extend water mains west of Oak Harbor Street along Gun Club Road and then north into the reservoir site. Water mains installed along Gun Club Road will be within Island County right-of-way

(ROW) by permit and franchise. North of Gun Club Road, the mains will be installed in a utility and access easement held by the City.

All work is to be performed in accordance with the contract plans, contract provisions, and standard specifications. Funding is included in the approved 2011-2012 budget, Water Utility Capital Fund and System Development Fees.

Island County has issued the permit for the installation along Gun Club Road ROW and all City permits and SEPA procedures have been completed. An archaeology investigation has been completed and the results suggest there is a low probability of encountering cultural resources. An inadvertent discovery plan has been developed and is included in the construction contract provisions.

The North Reservoir project will add four million gallons of standby storage to the City's water system. The site for the new reservoir was selected based on the overall short and long term benefits to the City. The North Reservoir site is a City owned property, located between N Oak Harbor and NW Heller Streets, and north of the Gun Club Road ROW. In addition to the reservoir site property, the City has a 30 foot easement for access and utility installation across private property between the Gun Club Road ROW and the reservoir site. The City acquired the property through a court settlement in the 1990's. As part of the settlement, the City currently owns 10 acres but is required to give back 5 acres. A boundary line adjustment application process has been started to execute the required property action. The boundary line adjustment process is not required in order to begin construction of the water mains along Gun Club Road.

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

Amount of the Contract: Staff received and opened fifteen sealed bids on April 24, 2012. The bid totals are tabulated below.

Contractor	Location	Bid Total
C Johnson Construction, Inc.	Oak Harbor, WA	$1,143,575.63
Colacurcio Brothers, Inc.	Blaine, WA	$1,328,828.15
Jennings Northwest, LLC	Sumner, WA	$1,351,126.87
RRJ Company LLC	Monroe, WA	$1,377,235.52
Faber Construction Corp.	Lynden, WA	$1,401,460.06
SRV Construction, Inc.	Oak Harbor, WA	$1,420,944.34
Strider Construction Co., Inc.	Bellingham, WA	$1,431,644.22
Tiger Construction Ltd	Everson, WA	$1,477,394.42
Buno Construction, LLC	Snohomish, WA	$1,521,213.02
Interwest Construction, Inc.	Burlington, WA	$1,522,645.69
I&E Construction, Inc.	Clackamas, OR	$1,571,916.14
Krieg Construction, Inc.	Oak Harbor, WA	$1,587,688.51
Kar-Vel Construction	Renton, WA	$1,594,802.92
RAM Construction	Bellingham, WA	$1,629,249.95
NOVA Contracting, Inc.	Olympia, WA	$1,653,767.24

Engineer's Estimate	*Oak Harbor, WA*	*$2.2M to $2.5M*

Construction Contingency: Most construction projects involve change orders and modifications to the contract plans. Delays in processing change order requests can result in costly delay claims against the City. To minimize the possibility of delays and the resulting claims, staff requests that the City Engineer be authorized to administratively approve up to $120,000, approximately 10% of the contract amount, for change orders.

STANDING COMMITTEE REPORT

The North Reservoir Project has been most recently discussed at the Public Works Standing Committee meeting on May 3, 2012.

RECOMMENDED ACTION

Authorize the Mayor to sign a contract with C Johnson Construction, Inc. in the amount of $1,143,575.63 plus all applicable taxes and authorize the City Engineer to administratively approve changes to the construction contract totaling not more than $110,000.

ATTACHMENTS

Bid Tabulation
Contract agreement
Map of improvement locations

Gun Club Road Water Mains

Bid Results April 24, 2012

Project Number - 06-43A

No.	Item	Reference	Unit	QTY	ENGINEER'S ESTIMATE (March 2012) UNIT PRICE	ENGINEER'S ESTIMATE (March 2012) EXTENSION	1 C Johnson Construction, Inc. UNIT PRICE	1 C Johnson Construction, Inc. EXTENSION	2 Colacurcio Brothers, Inc. UNIT PRICE	2 Colacurcio Brothers, Inc. EXTENSION
1	Minor Changes	1-04.4	MC	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
2	SPCC Plan	1-07.15	LS	1	$ 2,500.00	$ 2,500.00	$ 209.00	$ 209.00	$ 700.00	$ 700.00
3	Mobilization	1-09.7 & S.P. 8-26	LS	1	$ 210,000.00	$ 210,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00
4	Project Temporary Traffic Control	1-10.5	LS	1	$ 25,000.00	$ 25,000.00	$ 15,290.00	$ 15,290.00	$ 28,300.00	$ 28,300.00
5	Clearing and Grubbing	S.P. 2-01.5	LS	1	$ 15,000.00	$ 15,000.00	$ 9,840.00	$ 9,840.00	$ 4,100.00	$ 4,100.00
6	Removal of Structures and Obstructions	S.P. 2-02.5 & S.P. 2-03.5	LS	1	$ 8,000.00	$ 8,000.00	$ 1,470.00	$ 1,470.00	$ 3,500.00	$ 3,500.00
7	Sawcutting	S.P. 2-02.5	LF	3,800	$ 3.00	$ 11,400.00	$ 0.29	$ 1,102.00	$ 1.10	$ 4,180.00
8	Controlled Density Fill (CDF)	S.P. 2-09.5	CY	360	$ 150.00	$ 54,000.00	$ 75.50	$ 27,180.00	$ 81.00	$ 29,160.00
9	Locate Existing Utilities	S.P. 2-09.5	LS	1	$ 5,000.00	$ 5,000.00	$ 2,700.00	$ 2,700.00	$ 3,500.00	$ 3,500.00
10	Crushed Surfacing Top Course	S.P. 4-04.5	TN	540	$ 25.00	$ 13,500.00	$ 16.20	$ 8,748.00	$ 21.35	$ 11,529.00
11	Asphalt Treated Base	S.P. 4-06.5	TN	260	$ 80.00	$ 20,800.00	$ 112.00	$ 29,120.00	$ 129.00	$ 33,540.00
12	WMA Cl. 1/2" PG 58-22	S.P. 5-04.5	TN	530	$ 100.00	$ 53,000.00	$ 110.00	$ 58,300.00	$ 117.00	$ 62,010.00
13	Trench Excavation Safety Systems	7-09.5	LS	1	$ 25,000.00	$ 25,000.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00
14	Removal of Unsuitable Material	S.P. 7-09.5	CY	100	$ 40.00	$ 4,000.00	$ 8.60	$ 860.00	$ 13.25	$ 1,325.00
15	Bank Run Gravel for Trench Backfill	S.P. 7-09.5	TN	11,800	$ 18.00	$ 212,400.00	$ 3.00	$ 35,400.00	$ 8.80	$ 103,840.00
16	DI Pipe for Water Main 24 In. Diam.	S.P. 7-09.5	LF	900	$ 250.00	$ 225,000.00	$ 100.00	$ 90,000.00	$ 130.00	$ 117,000.00
17	DI Pipe for Water Main 18 In. Diam.	S.P. 7-09.5	LF	4,870	$ 180.00	$ 876,600.00	$ 85.00	$ 413,950.00	$ 84.00	$ 409,080.00
18	DI Pipe for Water Main 12 In. Diam.	S.P. 7-09.5	LF	20	$ 100.00	$ 2,000.00	$ 60.80	$ 1,216.00	$ 66.00	$ 1,320.00
19	Connection to Existing Water Main	S.P. 7-09.5	EA	2	$ 5,000.00	$ 10,000.00	$ 3,980.00	$ 7,960.00	$ 5,700.00	$ 11,400.00
20	Blowoff Assembly	S.P. 7-09.5	EA	2	$ 4,000.00	$ 8,000.00	$ 4,180.00	$ 8,360.00	$ 3,000.00	$ 6,000.00
21	Additional Ductile Iron Fittings	S.P. 7-09.5	LB	2,000	$ 4.00	$ 8,000.00	$ 2.45	$ 4,900.00	$ 4.00	$ 8,000.00
22	Trench Dam	S.P. 7-09.5	EA	113	$ 500.00	$ 56,500.00	$ 243.00	$ 27,459.00	$ 200.00	$ 22,600.00
23	Gate Valve 12 In.	S.P. 7-12.5	EA	1	$ 3,000.00	$ 3,000.00	$ 2,250.00	$ 2,250.00	$ 2,200.00	$ 2,200.00
24	Gate Valve 8 In.	S.P. 7-12.5	EA	1	$ 2,000.00	$ 2,000.00	$ 1,270.00	$ 1,270.00	$ 1,400.00	$ 1,400.00
25	Butterfly Valve 24 In.	S.P. 7-12.5	EA	1	$ 6,400.00	$ 6,400.00	$ 6,090.00	$ 6,090.00	$ 6,100.00	$ 6,100.00
26	Butterfly Valve 18 In.	S.P. 7-12.5	EA	6	$ 5,000.00	$ 30,000.00	$ 3,480.00	$ 20,880.00	$ 3,900.00	$ 23,400.00
27	Butterfly Valve 16 In.	S.P. 7-12.5	EA	4	$ 4,500.00	$ 18,000.00	$ 2,780.00	$ 11,120.00	$ 3,300.00	$ 13,200.00
28	Air and Vacuum Release Valve Assembly, 2-In.	S.P. 7-12.5	EA	1	$ 3,500.00	$ 3,500.00	$ 4,190.00	$ 4,190.00	$ 3,600.00	$ 3,600.00
29	Fire Hydrant Assembly	S.P. 7-14.5	EA	5	$ 4,000.00	$ 20,000.00	$ 5,520.00	$ 27,600.00	$ 5,400.00	$ 27,000.00
30	Pressure Reducing Valve Station A	S.P. 7-25.5	LS	1	$ 70,000.00	$ 70,000.00	$ 92,890.00	$ 92,890.00	$ 88,200.00	$ 88,200.00
31	Temporary Water Pollution/Erosion Control	S.P. 8-01.5	LS	1	$ 15,000.00	$ 15,000.00	$ 7,030.00	$ 7,030.00	$ 23,000.00	$ 23,000.00
32	General Restoration	S.P. 8-02.5	LS	1	$ 25,000.00	$ 25,000.00	$ 6,250.00	$ 6,250.00	$ 41,000.00	$ 41,000.00
33	Topsoil, Type A	S.P. 8-02.5	CY	80	$ 60.00	$ 4,800.00	$ 34.90	$ 2,792.00	$ 35.00	$ 2,800.00
34	Furnish and Install, 2-In. Sch. 40 PVC w/Fittings	S.P. 8-20.5	LF	2,960	$ 8.00	$ 23,680.00	$ 2.80	$ 8,288.00	$ 2.65	$ 7,844.00
35	Handhole	S.P. 8-20.5	EA	6	$ 1,000.00	$ 6,000.00	$ 791.00	$ 4,746.00	$ 970.00	$ 5,820.00
36	Painted Stop Line	8-22.5	LF	10	$ 10.00	$ 100.00	$ 4.45	$ 44.50	$ 4.50	$ 45.00
37	Painted Line	8-22.5	LF	1,400	$ 1.50	$ 2,100.00	$ 0.67	$ 938.00	$ 0.65	$ 910.00
38	Utility Trench	S.P. 8-32.5	LF	2,960	$ 50.00	$ 148,000.00	$ 6.25	$ 18,500.00	$ 7.00	$ 20,720.00
39	Utility Vault Excavation	S.P. 8-32.5	CY	150	$ 100.00	$ 15,000.00	$ 10.70	$ 1,605.00	$ 21.00	$ 3,150.00
					Subtotal	$ 2,253,280.00	Subtotal	$ 1,052,047.50	Subtotal	$ 1,222,473.00
					Sales Tax (8.7%)	$ 196,035.36	Tax (8.7%)	$ 91,528.13	Tax (8.7%)	$ 106,355.15
					Total	$ 2,449,315.36		$ 1,143,575.63		$ 1,328,828.15

Gun Club Road Water Mair

Bid Results April 24, 2012

Project Number - 06-43A

No.	Item	Reference	Unit	QTY	3 Jennings Northwest LLC UNIT PRICE	3 EXTENSION	4 RRJ Company LLC UNIT PRICE	4 EXTENSION	5 Faber Construction Corp. UNIT PRICE	5 EXTENSION
1	Minor Changes	1-04.4	MC	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
2	SPCC Plan	1-07.15	LS	1	$ 500.00	$ 500.00	$ 4,188.00	$ 4,188.00	$ 1,557.60	$ 1,557.60
3	Mobilization	1-09.7 & S.P. 8-26	LS	1	$ 115,000.00	$ 115,000.00	$ 132,605.00	$ 132,605.00	$ 87,662.45	$ 87,662.45
4	Project Temporary Traffic Control	1-10.5	LS	1	$ 9,000.00	$ 9,000.00	$ 31,000.00	$ 31,000.00	$ 12,099.73	$ 12,099.73
5	Clearing and Grubbing	S.P. 2-01.5	LS	1	$ 12,000.00	$ 12,000.00	$ 2,340.00	$ 2,340.00	$ 26,686.25	$ 26,686.25
6	Removal of Structures and Obstructions	S.P. 2-02.5 & S.P. 2-03.5	LS	1	$ 2,670.00	$ 2,670.00	$ 5,000.00	$ 5,000.00	$ 17,967.38	$ 17,967.38
7	Sawcutting	S.P. 2-02.5	LF	3,800	$ 1.30	$ 4,940.00	$ 1.50	$ 5,700.00	$ 1.82	$ 6,916.00
8	Controlled Density Fill (CDF)	S.P. 2-09.5	CY	360	$ 78.00	$ 28,080.00	$ 24.00	$ 8,640.00	$ 89.99	$ 32,396.40
9	Locate Existing Utilities	S.P. 2-09.5	LS	1	$ 3,500.00	$ 3,500.00	$ 2,400.00	$ 2,400.00	$ 3,084.26	$ 3,084.26
10	Crushed Surfacing Top Course	S.P. 4-04.5	TN	540	$ 30.00	$ 16,200.00	$ 7.00	$ 3,780.00	$ 16.81	$ 9,077.40
11	Asphalt Treated Base	S.P. 4-06.5	TN	260	$ 160.00	$ 41,600.00	$ 125.00	$ 32,500.00	$ 127.69	$ 33,199.40
12	WMA Cl. 1/2" PG 58-22	S.P. 5-04.5	TN	530	$ 112.00	$ 59,360.00	$ 108.00	$ 57,240.00	$ 101.85	$ 53,980.50
13	Trench Excavation Safety Systems	7-09.5	LS	1	$ 4,400.00	$ 4,400.00	$ 8,000.00	$ 8,000.00	$ 7,500.00	$ 7,500.00
14	Removal of Unsuitable Material	S.P. 7-09.5	CY	100	$ 8.00	$ 800.00	$ 10.00	$ 1,000.00	$ 19.31	$ 1,931.00
15	Bank Run Gravel for Trench Backfill	S.P. 7-09.5	TN	11,800	$ 0.50	$ 5,900.00	$ 0.01	$ 118.00	$ 8.59	$ 101,362.00
16	DI Pipe for Water Main 24 In. Diam.	S.P. 7-09.5	LF	900	$ 145.00	$ 130,500.00	$ 144.00	$ 129,600.00	$ 149.50	$ 134,550.00
17	DI Pipe for Water Main 18 In. Diam.	S.P. 7-09.5	LF	4,870	$ 99.00	$ 482,130.00	$ 107.00	$ 521,090.00	$ 86.21	$ 419,842.70
18	DI Pipe for Water Main 12 In. Diam.	S.P. 7-09.5	LF	20	$ 107.00	$ 2,140.00	$ 72.00	$ 1,440.00	$ 191.59	$ 3,831.80
19	Connection to Existing Water Main	S.P. 7-09.5	EA	2	$ 15,500.00	$ 31,000.00	$ 5,000.00	$ 10,000.00	$ 4,642.99	$ 9,285.98
20	Blowoff Assembly	S.P. 7-09.5	EA	2	$ 3,326.00	$ 6,652.00	$ 3,600.00	$ 7,200.00	$ 5,347.31	$ 10,694.62
21	Additional Ductile Iron Fittings	S.P. 7-09.5	LB	2,000	$ 4.40	$ 8,800.00	$ 2.00	$ 4,000.00	$ 16.30	$ 32,600.00
22	Trench Dam	S.P. 7-09.5	EA	113	$ 270.00	$ 30,510.00	$ 200.00	$ 22,600.00	$ 87.78	$ 9,919.14
23	Gate Valve 12 In.	S.P. 7-12.5	EA	1	$ 2,120.00	$ 2,120.00	$ 2,100.00	$ 2,100.00	$ 2,247.19	$ 2,247.19
24	Gate Valve 8 In.	S.P. 7-12.5	EA	1	$ 1,270.00	$ 1,270.00	$ 1,200.00	$ 1,200.00	$ 1,227.98	$ 1,227.98
25	Butterfly Valve 24 In.	S.P. 7-12.5	EA	1	$ 6,475.00	$ 6,475.00	$ 5,630.00	$ 5,630.00	$ 6,671.12	$ 6,671.12
26	Butterfly Valve 18 In.	S.P. 7-12.5	EA	6	$ 3,820.00	$ 22,920.00	$ 3,270.00	$ 19,620.00	$ 4,130.06	$ 24,780.36
27	Butterfly Valve 16 In.	S.P. 7-12.5	EA	4	$ 3,200.00	$ 12,800.00	$ 2,700.00	$ 10,800.00	$ 3,432.06	$ 13,728.24
28	Air and Vacuum Release Valve Assembly, 2-In.	S.P. 7-12.5	EA	1	$ 3,000.00	$ 3,000.00	$ 3,900.00	$ 3,900.00	$ 2,603.74	$ 2,603.74
29	Fire Hydrant Assembly	S.P. 7-14.5	EA	5	$ 4,970.00	$ 24,850.00	$ 4,872.00	$ 24,360.00	$ 5,801.51	$ 29,007.55
30	Pressure Reducing Valve Station A	S.P. 7-25.5	LS	1	$ 92,300.00	$ 92,300.00	$ 101,921.00	$ 101,921.00	$ 88,251.29	$ 88,251.29
31	Temporary Water Pollution/Erosion Control	S.P. 8-01.5	LS	1	$ 4,800.00	$ 4,800.00	$ 20,000.00	$ 20,000.00	$ 24,132.20	$ 24,132.20
32	General Restoration	S.P. 8-02.5	LS	1	$ 10,600.00	$ 10,600.00	$ 34,700.00	$ 34,700.00	$ 29,364.00	$ 29,364.00
33	Topsoil, Type A	S.P. 8-02.5	CY	80	$ 25.00	$ 2,000.00	$ 40.00	$ 3,200.00	$ 40.15	$ 3,212.00
34	Furnish and Install, 2-In. Sch. 40 PVC w/Fittings	S.P. 8-20.5	LF	2,960	$ 4.00	$ 11,840.00	$ 1.50	$ 4,440.00	$ 3.83	$ 11,336.80
35	Handhole	S.P. 8-20.5	EA	6	$ 750.00	$ 4,500.00	$ 542.00	$ 3,252.00	$ 941.50	$ 5,649.00
36	Painted Stop Line	8-22.5	LF	10	$ 11.00	$ 110.00	$ 13.20	$ 132.00	$ 4.20	$ 42.00
37	Painted Line	8-22.5	LF	1,400	$ 2.20	$ 3,080.00	$ 1.65	$ 2,310.00	$ 0.63	$ 882.00
38	Utility Trench	S.P. 8-32.5	LF	2,960	$ 9.00	$ 26,640.00	$ 7.50	$ 22,200.00	$ 3.46	$ 10,241.60
39	Utility Vault Excavation	S.P. 8-32.5	CY	150	$ 20.00	$ 3,000.00	$ 12.00	$ 1,800.00	$ 31.80	$ 4,770.00
					Subtotal	$ 1,242,987.00	Subtotal	$ 1,267,006.00	Subtotal	$ 1,289,291.68
					Tax (8.7%)	$ 108,139.87	Tax (8.7%)	$ 110,229.52	Tax (8.7%)	$ 112,168.38
						$ 1,351,126.87		$ 1,377,235.52		$ 1,401,460.06

Gun Club Road Water Mair

Bid Results April 24, 2012

Project Number - 06-43A

No.	Item	Reference	Unit	QTY	6 SRV Construction Inc. UNIT PRICE	6 EXTENSION	7 Strider Construction Co., Inc. UNIT PRICE	7 EXTENSION	8 Tiger Construction Ltd UNIT PRICE	8 EXTENSION
1	Minor Changes	1-04.4	MC	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
2	SPCC Plan	1-07.15	LS	1	$ 300.00	$ 300.00	$ 1,000.00	$ 1,000.00	$ 1,100.00	$ 1,100.00
3	Mobilization	1-09.7 & S.P. 8-26	LS	1	$ 160,000.00	$ 160,000.00	$ 90,000.00	$ 90,000.00	$ 45,500.00	$ 45,500.00
4	Project Temporary Traffic Control	1-10.5	LS	1	$ 19,300.00	$ 19,300.00	$ 28,000.00	$ 28,000.00	$ 22,500.00	$ 22,500.00
5	Clearing and Grubbing	S.P. 2-01.5	LS	1	$ 15,500.00	$ 15,500.00	$ 8,200.00	$ 8,200.00	$ 44,000.00	$ 44,000.00
6	Removal of Structures and Obstructions	S.P. 2-02.5 & S.P. 2-03.5	LS	1	$ 34,500.00	$ 34,500.00	$ 23,000.00	$ 23,000.00	$ 8,600.00	$ 8,600.00
7	Sawcutting	S.P. 2-02.5	LF	3,800	$ 2.25	$ 8,550.00	$ 1.40	$ 5,320.00	$ 0.90	$ 3,420.00
8	Controlled Density Fill (CDF)	S.P. 2-09.5	CY	360	$ 86.40	$ 31,104.00	$ 85.00	$ 30,600.00	$ 81.00	$ 29,160.00
9	Locate Existing Utilities	S.P. 2-09.5	LS	1	$ 2,400.00	$ 2,400.00	$ 4,000.00	$ 4,000.00	$ 3,500.00	$ 3,500.00
10	Crushed Surfacing Top Course	S.P. 4-04.5	TN	540	$ 48.80	$ 26,352.00	$ 24.00	$ 12,960.00	$ 23.00	$ 12,420.00
11	Asphalt Treated Base	S.P. 4-06.5	TN	260	$ 125.45	$ 32,617.00	$ 90.00	$ 23,400.00	$ 160.00	$ 41,600.00
12	WMA Cl. 1/2" PG 58-22	S.P. 5-04.5	TN	530	$ 109.30	$ 57,929.00	$ 118.00	$ 62,540.00	$ 106.00	$ 56,180.00
13	Trench Excavation Safety Systems	7-09.5	LS	1	$ 3,300.00	$ 3,300.00	$ 6,000.00	$ 6,000.00	$ 9,100.00	$ 9,100.00
14	Removal of Unsuitable Material	S.P. 7-09.5	CY	100	$ 40.00	$ 4,000.00	$ 5.00	$ 500.00	$ 55.00	$ 5,500.00
15	Bank Run Gravel for Trench Backfill	S.P. 7-09.5	TN	11,800	$ 2.55	$ 30,090.00	$ 3.00	$ 35,400.00	$ 9.50	$ 112,100.00
16	DI Pipe for Water Main 24 In. Diam.	S.P. 7-09.5	LF	900	$ 138.80	$ 124,920.00	$ 147.00	$ 132,300.00	$ 149.00	$ 134,100.00
17	DI Pipe for Water Main 18 In. Diam.	S.P. 7-09.5	LF	4,870	$ 89.25	$ 434,647.50	$ 107.00	$ 521,090.00	$ 102.50	$ 499,175.00
18	DI Pipe for Water Main 12 In. Diam.	S.P. 7-09.5	LF	20	$ 91.00	$ 1,820.00	$ 78.00	$ 1,560.00	$ 67.00	$ 1,340.00
19	Connection to Existing Water Main	S.P. 7-09.5	EA	2	$ 4,500.00	$ 9,000.00	$ 9,800.00	$ 19,600.00	$ 5,330.00	$ 10,660.00
20	Blowoff Assembly	S.P. 7-09.5	EA	2	$ 4,645.00	$ 9,290.00	$ 4,000.00	$ 8,000.00	$ 4,115.00	$ 8,230.00
21	Additional Ductile Iron Fittings	S.P. 7-09.5	LB	2,000	$ 6.30	$ 12,600.00	$ 2.00	$ 4,000.00	$ 2.25	$ 4,500.00
22	Trench Dam	S.P. 7-09.5	EA	113	$ 117.00	$ 13,221.00	$ 350.00	$ 39,550.00	$ 300.00	$ 33,900.00
23	Gate Valve 12 In.	S.P. 7-12.5	EA	1	$ 2,375.00	$ 2,375.00	$ 2,800.00	$ 2,800.00	$ 2,060.00	$ 2,060.00
24	Gate Valve 8 In.	S.P. 7-12.5	EA	1	$ 1,250.00	$ 1,250.00	$ 1,400.00	$ 1,400.00	$ 1,180.00	$ 1,180.00
25	Butterfly Valve 24 In.	S.P. 7-12.5	EA	1	$ 6,700.00	$ 6,700.00	$ 7,500.00	$ 7,500.00	$ 7,175.00	$ 7,175.00
26	Butterfly Valve 18 In.	S.P. 7-12.5	EA	6	$ 3,900.00	$ 23,400.00	$ 4,500.00	$ 27,000.00	$ 4,200.00	$ 25,200.00
27	Butterfly Valve 16 In.	S.P. 7-12.5	EA	4	$ 3,300.00	$ 13,200.00	$ 4,000.00	$ 16,000.00	$ 3,430.00	$ 13,720.00
28	Air and Vacuum Release Valve Assembly, 2-In.	S.P. 7-12.5	EA	1	$ 4,400.00	$ 4,400.00	$ 3,000.00	$ 3,000.00	$ 3,670.00	$ 3,670.00
29	Fire Hydrant Assembly	S.P. 7-14.5	EA	5	$ 6,385.00	$ 31,925.00	$ 5,700.00	$ 28,500.00	$ 5,300.00	$ 26,500.00
30	Pressure Reducing Valve Station A	S.P. 7-25.5	LS	1	$ 91,500.00	$ 91,500.00	$ 91,000.00	$ 91,000.00	$ 83,375.00	$ 83,375.00
31	Temporary Water Pollution/Erosion Control	S.P. 8-01.5	LS	1	$ 21,600.00	$ 21,600.00	$ 20,000.00	$ 20,000.00	$ 25,000.00	$ 25,000.00
32	General Restoration	S.P. 8-02.5	LS	1	$ 17,400.00	$ 17,400.00	$ 7,200.00	$ 7,200.00	$ 13,000.00	$ 13,000.00
33	Topsoil, Type A	S.P. 8-02.5	CY	80	$ 67.00	$ 5,360.00	$ 37.00	$ 2,960.00	$ 27.00	$ 2,160.00
34	Furnish and Install, 2-In. Sch. 40 PVC w/Fittings	S.P. 8-20.5	LF	2,960	$ 2.80	$ 8,288.00	$ 1.00	$ 2,960.00	$ 2.75	$ 8,140.00
35	Handhole	S.P. 8-20.5	EA	6	$ 991.00	$ 5,946.00	$ 600.00	$ 3,600.00	$ 770.00	$ 4,620.00
36	Painted Stop Line	8-22.5	LF	10	$ 4.50	$ 45.00	$ 5.00	$ 50.00	$ 4.35	$ 43.50
37	Painted Line	8-22.5	LF	1,400	$ 0.70	$ 980.00	$ 0.70	$ 980.00	$ 0.65	$ 910.00
38	Utility Trench	S.P. 8-32.5	LF	2,960	$ 6.20	$ 18,352.00	$ 9.00	$ 26,640.00	$ 11.00	$ 32,560.00
39	Utility Vault Excavation	S.P. 8-32.5	CY	150	$ 53.70	$ 8,055.00	$ 23.00	$ 3,450.00	$ 55.00	$ 8,250.00
					Subtotal	$ 1,307,216.50	Subtotal	$ 1,317,060.00	Subtotal	$ 1,359,148.50
					Tax (8.7%)	$ 113,727.84	Tax (8.7%)	$ 114,584.22	Tax (8.7%)	$ 118,245.92
						$ 1,420,944.34		$ 1,431,644.22		$ 1,477,394.42

CITY OF Oak Harbor

Gun Club Road Water Mair

Bid Results April 24, 2012

Project Number - 06-43A

					9		10		11	
					Buno Construction, LLC		interwest Construction, Inc.		i&E Construction, Inc.	
No.	Item	Reference	Unit	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Minor Changes	1-04.4	MC	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
2	SPCC Plan	1-07.15	LS	1	$ 500.00	$ 500.00	$ 3,500.00	$ 3,500.00	$ 1,200.00	$ 1,200.00
3	Mobilization	1-09.7 & S.P. 8-26	LS	1	$ 110,000.00	$ 110,000.00	$ 68,000.00	$ 68,000.00	$ 107,000.00	$ 107,000.00
4	Project Temporary Traffic Control	1-10.5	LS	1	$ 11,000.00	$ 11,000.00	$ 35,000.00	$ 35,000.00	$ 38,000.00	$ 38,000.00
5	Clearing and Grubbing	S.P. 2-01.5	LS	1	$ 10,000.00	$ 10,000.00	$ 25,000.00	$ 25,000.00	$ 20,000.00	$ 20,000.00
6	Removal of Structures and Obstructions	S.P. 2-02.5 & S.P. 2-03.5	LS	1	$ 5,000.00	$ 5,000.00	$ 55,000.00	$ 55,000.00	$ 24,000.00	$ 24,000.00
7	Sawcutting	S.P. 2-02.5	LF	3,800	$ 3.00	$ 11,400.00	$ 1.50	$ 5,700.00	$ 0.88	$ 3,344.00
8	Controlled Density Fill (CDF)	S.P. 2-09.5	CY	360	$ 65.00	$ 23,400.00	$ 90.00	$ 32,400.00	$ 69.00	$ 24,840.00
9	Locate Existing Utilities	S.P. 2-09.5	LS	1	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 8,000.00	$ 8,000.00
10	Crushed Surfacing Top Course	S.P. 4-04.5	TN	540	$ 20.00	$ 10,800.00	$ 28.00	$ 15,120.00	$ 44.00	$ 23,760.00
11	Asphalt Treated Base	S.P. 4-06.5	TN	260	$ 125.00	$ 32,500.00	$ 115.00	$ 29,900.00	$ 92.00	$ 23,920.00
12	WMA Cl. 1/2" PG 58-22	S.P. 5-04.5	TN	530	$ 105.00	$ 55,650.00	$ 100.00	$ 53,000.00	$ 112.00	$ 59,360.00
13	Trench Excavation Safety Systems	7-09.5	LS	1	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00
14	Removal of Unsuitable Material	S.P. 7-09.5	CY	100	$ 8.00	$ 800.00	$ 25.00	$ 2,500.00	$ 30.00	$ 3,000.00
15	Bank Run Gravel for Trench Backfill	S.P. 7-09.5	TN	11,800	$ 5.00	$ 59,000.00	$ 10.50	$ 123,900.00	$ 6.25	$ 73,750.00
16	DI Pipe for Water Main 24 In. Diam.	S.P. 7-09.5	LF	900	$ 160.00	$ 144,000.00	$ 160.00	$ 144,000.00	$ 165.00	$ 148,500.00
17	DI Pipe for Water Main 18 In. Diam.	S.P. 7-09.5	LF	4,870	$ 125.00	$ 608,750.00	$ 100.00	$ 487,000.00	$ 107.00	$ 521,090.00
18	DI Pipe for Water Main 12 In. Diam.	S.P. 7-09.5	LF	20	$ 100.00	$ 2,000.00	$ 80.00	$ 1,600.00	$ 345.00	$ 6,900.00
19	Connection to Existing Water Main	S.P. 7-09.5	EA	2	$ 10,000.00	$ 20,000.00	$ 5,000.00	$ 10,000.00	$ 12,500.00	$ 25,000.00
20	Blowoff Assembly	S.P. 7-09.5	EA	2	$ 5,000.00	$ 10,000.00	$ 3,000.00	$ 6,000.00	$ 4,300.00	$ 8,600.00
21	Additional Ductile Iron Fittings	S.P. 7-09.5	LB	2,000	$ 2.00	$ 4,000.00	$ 3.00	$ 6,000.00	$ 2.75	$ 5,500.00
22	Trench Dam	S.P. 7-09.5	EA	113	$ 150.00	$ 16,950.00	$ 100.00	$ 11,300.00	$ 265.00	$ 29,945.00
23	Gate Valve 12 In.	S.P. 7-12.5	EA	1	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00	$ 1,700.00	$ 1,700.00
24	Gate Valve 8 In.	S.P. 7-12.5	EA	1	$ 1,200.00	$ 1,200.00	$ 1,500.00	$ 1,500.00	$ 900.00	$ 900.00
25	Butterfly Valve 24 In.	S.P. 7-12.5	EA	1	$ 6,000.00	$ 6,000.00	$ 7,000.00	$ 7,000.00	$ 7,000.00	$ 7,000.00
26	Butterfly Valve 18 In.	S.P. 7-12.5	EA	6	$ 3,500.00	$ 21,000.00	$ 4,000.00	$ 24,000.00	$ 4,166.00	$ 24,996.00
27	Butterfly Valve 16 In.	S.P. 7-12.5	EA	4	$ 3,000.00	$ 12,000.00	$ 4,000.00	$ 16,000.00	$ 3,500.00	$ 14,000.00
28	Air and Vacuum Release Valve Assembly, 2-In.	S.P. 7-12.5	EA	1	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00
29	Fire Hydrant Assembly	S.P. 7-14.5	EA	5	$ 6,000.00	$ 30,000.00	$ 4,500.00	$ 22,500.00	$ 6,600.00	$ 33,000.00
30	Pressure Reducing Valve Station A	S.P. 7-25.5	LS	1	$ 95,000.00	$ 95,000.00	$ 100,000.00	$ 100,000.00	$ 92,000.00	$ 92,000.00
31	Temporary Water Pollution/Erosion Control	S.P. 8-01.5	LS	1	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00	$ 19,000.00	$ 19,000.00
32	General Restoration	S.P. 8-02.5	LS	1	$ 6,000.00	$ 6,000.00	$ 10,000.00	$ 10,000.00	$ 26,000.00	$ 26,000.00
33	Topsoil, Type A	S.P. 8-02.5	CY	80	$ 25.00	$ 2,000.00	$ 45.00	$ 3,600.00	$ 33.00	$ 2,640.00
34	Furnish and Install, 2-In. Sch. 40 PVC w/Fittings	S.P. 8-20.5	LF	2,960	$ 3.50	$ 10,360.00	$ 3.00	$ 8,880.00	$ 4.00	$ 11,840.00
35	Handhole	S.P. 8-20.5	EA	6	$ 600.00	$ 3,600.00	$ 8.00	$ 48.00	$ 330.00	$ 1,980.00
36	Painted Stop Line	8-22.5	LF	10	$ 15.00	$ 150.00	$ 5.00	$ 50.00	$ 14.00	$ 140.00
37	Painted Line	8-22.5	LF	1,400	$ 2.00	$ 2,800.00	$ 0.75	$ 1,050.00	$ 1.90	$ 2,660.00
38	Utility Trench	S.P. 8-32.5	LF	2,960	$ 10.00	$ 29,600.00	$ 13.00	$ 38,480.00	$ 9.00	$ 26,640.00
39	Utility Vault Excavation	S.P. 8-32.5	CY	150	$ 30.00	$ 4,500.00	$ 35.00	$ 5,250.00	$ 6.00	$ 900.00
					Subtotal	$ 1,399,460.00	Subtotal	$ 1,400,778.00	Subtotal	$ 1,446,105.00
					Tax (8.7%)	$ 121,753.02	Tax (8.7%)	$ 121,867.69	Tax (8.7%)	$ 125,811.14
						$ 1,521,213.02		$ 1,522,645.69		$ 1,571,916.14

Gun Club Road Water Mair

Bid Results April 24, 2012

Project Number - 06-43A

No.	Item	Reference	Unit	QTY	12 Krieg Construction Inc. UNIT PRICE	12 EXTENSION	13 Kar-Vel Construction UNIT PRICE	13 EXTENSION	14 RAM Construction General Contractors Inc. UNIT PRICE	14 EXTENSION
1	Minor Changes	1-04.4	MC	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
2	SPCC Plan	1-07.15	LS	1	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 300.00	$ 300.00
3	Mobilization	1-09.7 & S.P. 8-26	LS	1	$ 37,500.00	$ 37,500.00	$ 145,000.00	$ 145,000.00	$ 145,000.00	$ 145,000.00
4	Project Temporary Traffic Control	1-10.5	LS	1	$ 35,000.00	$ 35,000.00	$ 10,000.00	$ 10,000.00	$ 28,000.00	$ 28,000.00
5	Clearing and Grubbing	S.P. 2-01.5	LS	1	$ 20,000.00	$ 20,000.00	$ 18,000.00	$ 18,000.00	$ 15,000.00	$ 15,000.00
6	Removal of Structures and Obstructions	S.P. 2-02.5 & S.P. 2-03.5	LS	1	$ 7,500.00	$ 7,500.00	$ 15,000.00	$ 15,000.00	$ 11,000.00	$ 11,000.00
7	Sawcutting	S.P. 2-02.5	LF	3,800	$ 1.50	$ 5,700.00	$ 1.50	$ 5,700.00	$ 1.00	$ 3,800.00
8	Controlled Density Fill (CDF)	S.P. 2-09.5	CY	360	$ 75.00	$ 27,000.00	$ 10.00	$ 3,600.00	$ 82.00	$ 29,520.00
9	Locate Existing Utilities	S.P. 2-09.5	LS	1	$ 4,500.00	$ 4,500.00	$ 1,500.00	$ 1,500.00	$ 1,200.00	$ 1,200.00
10	Crushed Surfacing Top Course	S.P. 4-04.5	TN	540	$ 30.00	$ 16,200.00	$ 14.00	$ 7,560.00	$ 40.00	$ 21,600.00
11	Asphalt Treated Base	S.P. 4-06.5	TN	260	$ 85.00	$ 22,100.00	$ 160.00	$ 41,600.00	$ 112.00	$ 29,120.00
12	WMA Cl. 1/2" PG 58-22	S.P. 5-04.5	TN	530	$ 100.00	$ 53,000.00	$ 140.00	$ 74,200.00	$ 101.00	$ 53,530.00
13	Trench Excavation Safety Systems	7-09.5	LS	1	$ 3,000.00	$ 3,000.00	$ 10,000.00	$ 10,000.00	$ 1,000.00	$ 1,000.00
14	Removal of Unsuitable Material	S.P. 7-09.5	CY	100	$ 30.00	$ 3,000.00	$ 12.00	$ 1,200.00	$ 21.00	$ 2,100.00
15	Bank Run Gravel for Trench Backfill	S.P. 7-09.5	TN	11,800	$ 5.45	$ 64,310.00	$ 1.00	$ 11,800.00	$ 8.00	$ 94,400.00
16	DI Pipe for Water Main 24 In. Diam.	S.P. 7-09.5	LF	900	$ 180.00	$ 162,000.00	$ 170.00	$ 153,000.00	$ 160.00	$ 144,000.00
17	DI Pipe for Water Main 18 In. Diam.	S.P. 7-09.5	LF	4,870	$ 130.00	$ 633,100.00	$ 120.00	$ 584,400.00	$ 123.00	$ 599,010.00
18	DI Pipe for Water Main 12 In. Diam.	S.P. 7-09.5	LF	20	$ 100.00	$ 2,000.00	$ 115.00	$ 2,300.00	$ 110.00	$ 2,200.00
19	Connection to Existing Water Main	S.P. 7-09.5	EA	2	$ 7,500.00	$ 15,000.00	$ 10,000.00	$ 20,000.00	$ 2,800.00	$ 5,600.00
20	Blowoff Assembly	S.P. 7-09.5	EA	2	$ 3,500.00	$ 7,000.00	$ 3,000.00	$ 6,000.00	$ 2,400.00	$ 4,800.00
21	Additional Ductile Iron Fittings	S.P. 7-09.5	LB	2,000	$ 5.00	$ 10,000.00	$ 1.60	$ 3,200.00	$ 2.00	$ 4,000.00
22	Trench Dam	S.P. 7-09.5	EA	113	$ 175.00	$ 19,775.00	$ 100.00	$ 11,300.00	$ 400.00	$ 45,200.00
23	Gate Valve 12 In.	S.P. 7-12.5	EA	1	$ 4,000.00	$ 4,000.00	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00
24	Gate Valve 8 In.	S.P. 7-12.5	EA	1	$ 2,300.00	$ 2,300.00	$ 1,600.00	$ 1,600.00	$ 1,150.00	$ 1,150.00
25	Butterfly Valve 24 In.	S.P. 7-12.5	EA	1	$ 8,600.00	$ 8,600.00	$ 8,000.00	$ 8,000.00	$ 6,800.00	$ 6,800.00
26	Butterfly Valve 18 In.	S.P. 7-12.5	EA	6	$ 6,000.00	$ 36,000.00	$ 5,000.00	$ 30,000.00	$ 3,500.00	$ 21,000.00
27	Butterfly Valve 16 In.	S.P. 7-12.5	EA	4	$ 4,800.00	$ 19,200.00	$ 4,600.00	$ 18,400.00	$ 3,200.00	$ 12,800.00
28	Air and Vacuum Release Valve Assembly, 2-In.	S.P. 7-12.5	EA	1	$ 3,600.00	$ 3,600.00	$ 3,800.00	$ 3,800.00	$ 3,000.00	$ 3,000.00
29	Fire Hydrant Assembly	S.P. 7-14.5	EA	5	$ 6,150.00	$ 30,750.00	$ 7,000.00	$ 35,000.00	$ 6,100.00	$ 30,500.00
30	Pressure Reducing Valve Station A	S.P. 7-25.5	LS	1	$ 92,000.00	$ 92,000.00	$ 120,000.00	$ 120,000.00	$ 90,000.00	$ 90,000.00
31	Temporary Water Pollution/Erosion Control	S.P. 8-01.5	LS	1	$ 18,000.00	$ 18,000.00	$ 5,000.00	$ 5,000.00	$ 23,000.00	$ 23,000.00
32	General Restoration	S.P. 8-02.5	LS	1	$ 15,500.00	$ 15,500.00	$ 38,000.00	$ 38,000.00	$ 5,000.00	$ 5,000.00
33	Topsoil, Type A	S.P. 8-02.5	CY	80	$ 40.00	$ 3,200.00	$ 26.00	$ 2,080.00	$ 35.00	$ 2,800.00
34	Furnish and Install, 2-In. Sch. 40 PVC w/Fittings	S.P. 8-20.5	LF	2,960	$ 3.00	$ 8,880.00	$ 1.00	$ 2,960.00	$ 2.50	$ 7,400.00
35	Handhole	S.P. 8-20.5	EA	6	$ 750.00	$ 4,500.00	$ 700.00	$ 4,200.00	$ 750.00	$ 4,500.00
36	Painted Stop Line	8-22.5	LF	10	$ 30.00	$ 300.00	$ 40.00	$ 400.00	$ 4.00	$ 40.00
37	Painted Line	8-22.5	LF	1,400	$ 0.50	$ 700.00	$ 3.00	$ 4,200.00	$ 0.60	$ 840.00
38	Utility Trench	S.P. 8-32.5	LF	2,960	$ 15.00	$ 44,400.00	$ 16.00	$ 47,360.00	$ 9.00	$ 26,640.00
39	Utility Vault Excavation	S.P. 8-32.5	CY	150	$ 30.00	$ 4,500.00	$ 12.00	$ 1,800.00	$ 40.00	$ 6,000.00
					Subtotal	$ 1,460,615.00	Subtotal	$ 1,467,160.00	Subtotal	$ 1,498,850.00
					Tax (8.7%)	$ 127,073.51	Tax (8.7%)	$ 127,642.92	Tax (8.7%)	$ 130,399.95
						$ 1,587,688.51		$ 1,594,802.92		$ 1,629,249.95

CITY OF Oak Harbor

Gun Club Road Water Mair

Bid Results April 24, 2012

Project Number - 06-43A

					15	
					NOVA Contracting, Inc.	
No.	Item	Reference	Unit	QTY	UNIT PRICE	EXTENSION
1	Minor Changes	1-04.4	MC	1	$ 15,000.00	$ 15,000.00
2	SPCC Plan	1-07.15	LS	1	$ 600.00	$ 600.00
3	Mobilization	1-09.7 & S.P. 8-26	LS	1	$ 165,000.00	$ 165,000.00
4	Project Temporary Traffic Control	1-10.5	LS	1	$ 30,000.00	$ 30,000.00
5	Clearing and Grubbing	S.P. 2-01.5	LS	1	$ 25,000.00	$ 25,000.00
6	Removal of Structures and Obstructions	S.P. 2-02.5 & S.P. 2-03.5	LS	1	$ 20,000.00	$ 20,000.00
7	Sawcutting	S.P. 2-02.5	LF	3,800	$ 2.00	$ 7,600.00
8	Controlled Density Fill (CDF)	S.P. 2-09.5	CY	360	$ 90.00	$ 32,400.00
9	Locate Existing Utilities	S.P. 2-09.5	LS	1	$ 2,000.00	$ 2,000.00
10	Crushed Surfacing Top Course	S.P. 4-04.5	TN	540	$ 25.00	$ 13,500.00
11	Asphalt Treated Base	S.P. 4-06.5	TN	260	$ 100.00	$ 26,000.00
12	WMA Cl. 1/2" PG 58-22	S.P. 5-04.5	TN	530	$ 110.00	$ 58,300.00
13	Trench Excavation Safety Systems	7-09.5	LS	1	$ 5,000.00	$ 5,000.00
14	Removal of Unsuitable Material	S.P. 7-09.5	CY	100	$ 20.00	$ 2,000.00
15	Bank Run Gravel for Trench Backfill	S.P. 7-09.5	TN	11,800	$ 5.70	$ 67,260.00
16	DI Pipe for Water Main 24 In. Diam.	S.P. 7-09.5	LF	900	$ 152.00	$ 136,800.00
17	DI Pipe for Water Main 18 In. Diam.	S.P. 7-09.5	LF	4,870	$ 129.00	$ 628,230.00
18	DI Pipe for Water Main 12 In. Diam.	S.P. 7-09.5	LF	20	$ 104.00	$ 2,080.00
19	Connection to Existing Water Main	S.P. 7-09.5	EA	2	$ 1,500.00	$ 3,000.00
20	Blowoff Assembly	S.P. 7-09.5	EA	2	$ 4,500.00	$ 9,000.00
21	Additional Ductile Iron Fittings	S.P. 7-09.5	LB	2,000	$ 3.00	$ 6,000.00
22	Trench Dam	S.P. 7-09.5	EA	113	$ 75.00	$ 8,475.00
23	Gate Valve 12 In.	S.P. 7-12.5	EA	1	$ 2,800.00	$ 2,800.00
24	Gate Valve 8 In.	S.P. 7-12.5	EA	1	$ 1,500.00	$ 1,500.00
25	Butterfly Valve 24 In.	S.P. 7-12.5	EA	1	$ 7,500.00	$ 7,500.00
26	Butterfly Valve 18 In.	S.P. 7-12.5	EA	6	$ 5,000.00	$ 30,000.00
27	Butterfly Valve 16 In.	S.P. 7-12.5	EA	4	$ 4,000.00	$ 16,000.00
28	Air and Vacuum Release Valve Assembly, 2-In.	S.P. 7-12.5	EA	1	$ 4,600.00	$ 4,600.00
29	Fire Hydrant Assembly	S.P. 7-14.5	EA	5	$ 5,800.00	$ 29,000.00
30	Pressure Reducing Valve Station A	S.P. 7-25.5	LS	1	$ 89,000.00	$ 89,000.00
31	Temporary Water Pollution/Erosion Control	S.P. 8-01.5	LS	1	$ 18,000.00	$ 18,000.00
32	General Restoration	S.P. 8-02.5	LS	1	$ 2,700.00	$ 2,700.00
33	Topsoil, Type A	S.P. 8-02.5	CY	80	$ 35.00	$ 2,800.00
34	Furnish and Install, 2-In. Sch. 40 PVC w/Fittings	S.P. 8-20.5	LF	2,960	$ 5.00	$ 14,800.00
35	Handhole	S.P. 8-20.5	EA	6	$ 400.00	$ 2,400.00
36	Painted Stop Line	8-22.5	LF	10	$ 10.00	$ 100.00
37	Painted Line	8-22.5	LF	1,400	$ 1.00	$ 1,400.00
38	Utility Trench	S.P. 8-32.5	LF	2,960	$ 11.00	$ 32,560.00
39	Utility Vault Excavation	S.P. 8-32.5	CY	150	$ 20.00	$ 3,000.00
					Subtotal	$ 1,521,405.00
					Tax (8.7%)	$ 132,362.24
						$ 1,653,767.24

CITY OF OAK HARBOR, WASHINGTON
CONSTRUCTION CONTRACT COVER SHEET

Contract Parties: **City of Oak Harbor and _____**

Contract Reference: _____

Description of Work: This Contract provides for the installation of approximately 6,000 linear feet of 24-inch, 18-inch, 16-inch, and 12-inch ductile iron water mains in and along Gun Club Road, in the extension of Gun Club Road to the west, and north in an existing easement, including fire hydrant assemblies, valves, connections to existing water lines, a pressure reducing valve station and associated appurtenances. The work also includes erosion/sediment control, traffic control, pipeline testing, restoration, and other work all in accordance with the attached Contract Plans, these Special Provisions and the Standard Specifications.

Contract Amount: **Not to exceed $_____**

Contract Period:

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AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF OAK HARBOR (hereinafter called the Owner) and _____ hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

This Contract provides for the installation of approximately 6,000 linear feet of 24-inch, 18-inch, 16-inch, and 12-inch ductile iron water mains in and along Gun Club Road, in the extension of Gun Club Road to the west, and north in an existing easement, including fire hydrant assemblies, valves, connections to existing water lines, a pressure reducing valve station and associated appurtenances. The work also includes erosion/sediment control, traffic control, pipeline testing, restoration, and other work all in accordance with the attached Contract Plans, these Special Provisions and the Standard Specifications.

ARTICLE 2. CONTRACT TIME.

The Contractor shall be substantially complete with the Work within ninety (90) working days (the Substantial Completion Date) of a date specified in the Notice to Proceed.

ARTICLE 3. ROAD CLOSURE

No Road Closures will be allowed without prior approval from the Engineer.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS.

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

1. This Agreement and contract form;

2. The Call for Bids;

3. The Contractor's Proposal including the bid, bid schedule(s), information required of Bidder, and all required certificates and affidavits;

4. The Performance Bond and the Labor and Material Payment Bond;

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5. Change Orders and written Change Directives issued after the effective date of this Agreement;

6. Addenda numbers _____, inclusive;

7. The Special Provisions;
8. Appendices _____, inclusive;

9. The Plans (or drawings):

10. Amendments to the WSDOT Standard Specification for Road, Bridge and Municipal Construction 2010 edition;

11. WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2010 edition;

12. City of Oak Harbor Standard Details;

13. WSDOT Standard Plans;

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

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

ARTICLE 6. MISCELLANEOUS.

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

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

ARTICLE 7. INDEMNIFICATION

The Contractor shall defend indemnify and hold the City, its officers, officials, employees and volunteers harmless from any claims, injuries, damages, losses or suits including attorney fees,

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arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

CITY OF OAK HARBOR	**CONTRACTOR**
By_____	By_____
Date_____	Title_____
	Attest_____

Address for giving notices

_____

License No. _____

Agent for service of process:_____

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GUN CLUB ROAD WATER MAINS

PROPOSAL

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

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

As required by the Contract, a certified check, bank draft, cashier's check or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the amount bid.

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

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

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

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

Page 9 Proposal
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PROPOSAL - Continued

GUN CLUB ROAD WATER MAINS

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT
1.	Minor Changes (1-04.4)	1 MC	$15,000.00	$15,000.00
2.	SPCC Plan (1-07.15)	1 LS	LUMP SUM	$ 209.00
3.	Mobilization (1-09.7 & S.P. 8-26)	1 LS	LUMP SUM	$ 75,000.00
4.	Project Temporary Traffic Control (1-10.5)	1 LS	LUMP SUM	$ 15,290.00
5.	Clearing and Grubbing (S.P. 2-01.5)	1 LS	LUMP SUM	$ 9,840.00
6.	Removal of Structures and Obstructions (S.P. 2-02.5 & S.P. 2-03.5)	1 LS	LUMP SUM	$ 1,470.00
7.	Sawcutting (S.P. 2-02.5)	3,800 LF	$ .29	$ 1,102.00
8.	Controlled Density Fill (CDF) (S.P. 2-09.5)	360 CY	$ 75.50	$ 27,180.00
9.	Locate Existing Utilities (S.P. 2-09.5)	1 LS	LUMP SUM	$ 2,700.00
10.	Crushed Surfacing Top Course (S.P. 4-04.5)	540 TN	$ 16.20	$ 8,748.00
11.	Asphalt Treated Base (S.P. 4-06.5)	260 TN	$ 112.00	$ 29,120.00
12.	HMA Cl. 1/2" PG 58-22 (S.P. 5-04.5)	530 TN	$ 110.00	$ 58,300.00
13.	Trench Excavation Safety Systems (S.P. 7-09.5)	1 LS	LUMP SUM	$ 1,500.00
14.	Removal of Unsuitable Material (S.P. 7-09.5)	100 CY	$ 8.60	$ 860.00
15.	Bank Run Gravel for Trench Backfill (S.P. 7-09.5)	11,800 TN	$ 3.00	$ 35,400.00

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PROPOSAL - Continued

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT
16.	DI Pipe for Water Main, 24 In. Diam. (S.P. 7-09.5)	900 LF	$ 100.00	$ 90,000.00
17.	DI Pipe for Water Main, 18 In. Diam. (S.P. 7-09.5)	4,870 LF	$ 85.00	$ 413,950.00
18.	DI Pipe for Water Main, 12 In. Diam. (S.P. 7-09.5)	20 LF	$ 60.80	$ 1,216.00
19.	Connection to Existing Water Main (S.P. 7-09.5)	2 EA	$ 3,980.00	$ 7,960.00
20.	Blowoff Assembly (S.P. 7-09.5)	2 EA	$ 4,180.00	$ 8,360.00
21.	Additional Ductile Iron Fittings (S.P. 7-09.5)	2,000 LB	$ 2.45	$ 4,900.00
22.	Trench Dam (S.P. 7-09.5)	113 EA	$ 243.00	$ 27,459.00
23.	Gate Valve, 12 In. (S.P. 7-12.5)	1 EA	$ 2,250.00	$ 2,250.00
24.	Gate Valve, 8 In. (S.P. 7-12.5)	1 EA	$ 1,270.00	$ 1,270.00
25.	Butterfly Valve, 24 In. (S.P. 7-12.5)	1 EA	$ 6,090.00	$ 6,090.00
26.	Butterfly Valve, 18 In. (S.P. 7-12.5)	6 EA	$ 3,480.00	$ 20,880.00
27.	Butterfly Valve, 16 In. (S.P. 7-12.5)	4 EA	$ 2,780.00	$ 11,120.00
28.	Air and Vacuum Release Assembly, 2 In. (S.P. 7-12.5)	1 EA	$ 4,190.00	$ 4,190.00
29.	Fire Hydrant Assembly (S.P. 7-14.5)	5 EA	$ 5,520.00	$ 27,600.00
30.	Pressure Reducing Valve Station A (S.P. 7-25.5)	1 LS	LUMP SUM	$ 92,890.00
31.	Temporary Water Pollution/Erosion Control (S.P. 8-01.5)	1 LS	LUMP SUM	$ 7,030.00

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PROPOSAL - Continued

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
32.	General Restoration (S.P. 8-02.5)	1	LS	LUMP SUM	$ 6,250.00
33.	Topsoil, Type A (S.P. 8-02.5)	80	CY	$ 34.90	$ 2,792.00
34.	Furnish and Install, 2-In. Sch. 40 PVC w/Fittings (S.P. 8-20.5)	2,960	LF	$ 2.80	$ 8,288.00
35.	Handhole (S.P. 8-20.5)	6	EA	$ 791.00	$ 4,746.00
36.	Painted Stop Line (8-22.5)	10	LF	$ 4.45	$ 44.50
37.	Paint Line (8-22.5)	1,400	LF	$ .67	$ 938.00
38.	Utility Trench (S.P. 8-32.5)	2,960	LF	$ 6.25	$ 18,500.00
39.	Utility Vault Excavation (S.P. 8-32.5)	150	CY	$ 10.70	$ 1,605.00

Subtotal: ..... $ 1,052,047.50

Washington State Sales Tax (8.7%): ..... $ 91,528.13

TOTAL CONSTRUCTION COST: ..... $ 1,143,575.63

Note: A bid must be received on all items. If any unit prices or extensions are left blank, they will be entered as $0.00.

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PROPOSAL - Continued

BIDDER'S IDENTIFICATION AND CONTACT INFORMATION

Name of Firm: C Johnson Construction, Inc.

Address: P. O. Box 1467 Oak Harbor, WA 98277

Telephone No. 360-675-4848 Fax No. 360-675-4263

Contact Person for this Project: Corey Johnson

E-mail: Corey@cjcinc.com

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PROPOSAL - Continued

WORK COMPLETED BY CONTRACTOR

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

Work to be Performed	Dollar Amount
Electric	13,000.00
Paving	58,300.00
Kamps Painting	1,100.00
remaining - CJC	

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

For Proposals exceeding one million dollars, list the following Subcontractors and their Washington State Department of Licensing Contractor's Registration No. that you will use on the Work if you are awarded the contract. This information shall be provided with the Proposal or within one hour after the published Proposal submittal time (RCW 39.30.060).

Work to be Performed	Subcontractor (Name and Registration Number)
Heating, Ventilation and Air Conditioning	
Plumbing	
Electrical	AA Electric AAELEC*158RR
Other Paving	Lakeside Industries LakesI*274JD
Painting	Kamps Painting KAMPSPC940T

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PROPOSAL - Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
1	4/20/12	Corey Johnson

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 90 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 100 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned is in, and will remain in, full compliance with all Washington State Department of Licensing requirements for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is 104 107 00;
Dept. of Licensing Contractor's Registration No. is CJOHNC1954RB;
Unified Business Identifier Number is 602 558 749;
Excise Tax Registration Number is 602 558 749; and
Employment Security Account Number is 316 842-008.

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

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

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

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

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PROPOSAL - Continued

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

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

Very truly yours,

C Johnson Construction, Inc.
Print Company Name

By: Corey Johnson
Print Name

Corey Johnson
Sign Name

President
Title

4-23-12
Date

Amount of bid deposit: $ _____ Check No. _____,

or bid bond in the amount of 5% at _____

_____, issued through Wallace & Associates
Name of Agency

located at P.O. Box 405, Burlington, WA 98233
Mailing Address

for Travelers Casualty + Surety Co. of America
Name of Bonding Company

360-755-0631
Telephone Number of Agency

P-8

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scale

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

C Johnson Construction, Inc.

of Oak Harbor as principal, and the _____

Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the state of Connecticut, _____ and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the **CITY OF OAK HARBOR** in the full and penal sum of five percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction project, to wit:

GUN CLUB ROAD WATER MAINS

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the **CITY OF OAK HARBOR** within a period of 10 days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this 3rd day of April, 2012.

C Johnson Construction, Inc.

Corey Johnson

Corey Johnson, (Principal) President

Travelers Casualty and Surety Company of America
(Surety)

Susie Spaeth

Susie Spaeth (Attorney-in-fact)

B-1

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scale

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222798

Certificate No. 003877785

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

George Wallace, Susie Spaeth, Eric Dykstra, Jeffrey D. Rasar, and Joshua Top

of the City of Burlington, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of September, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 9th day of September, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.

Marie C. Tetreault, Notary Public

58440-4-09 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

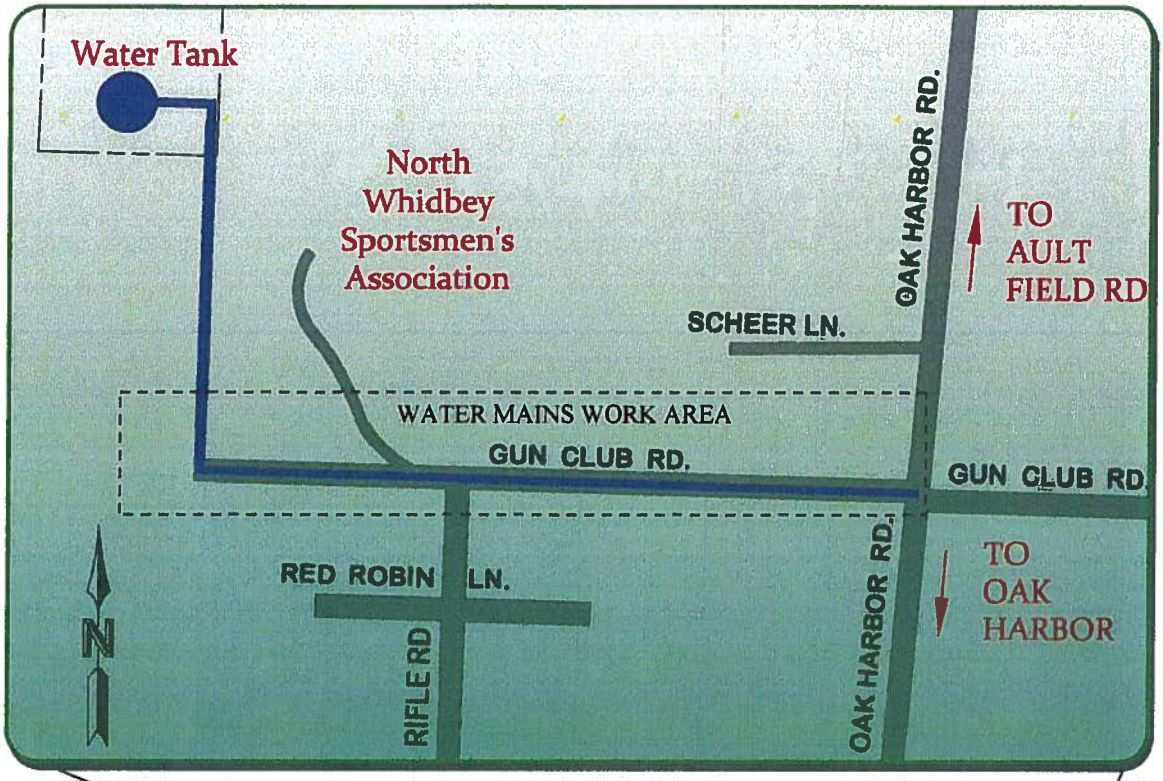
I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

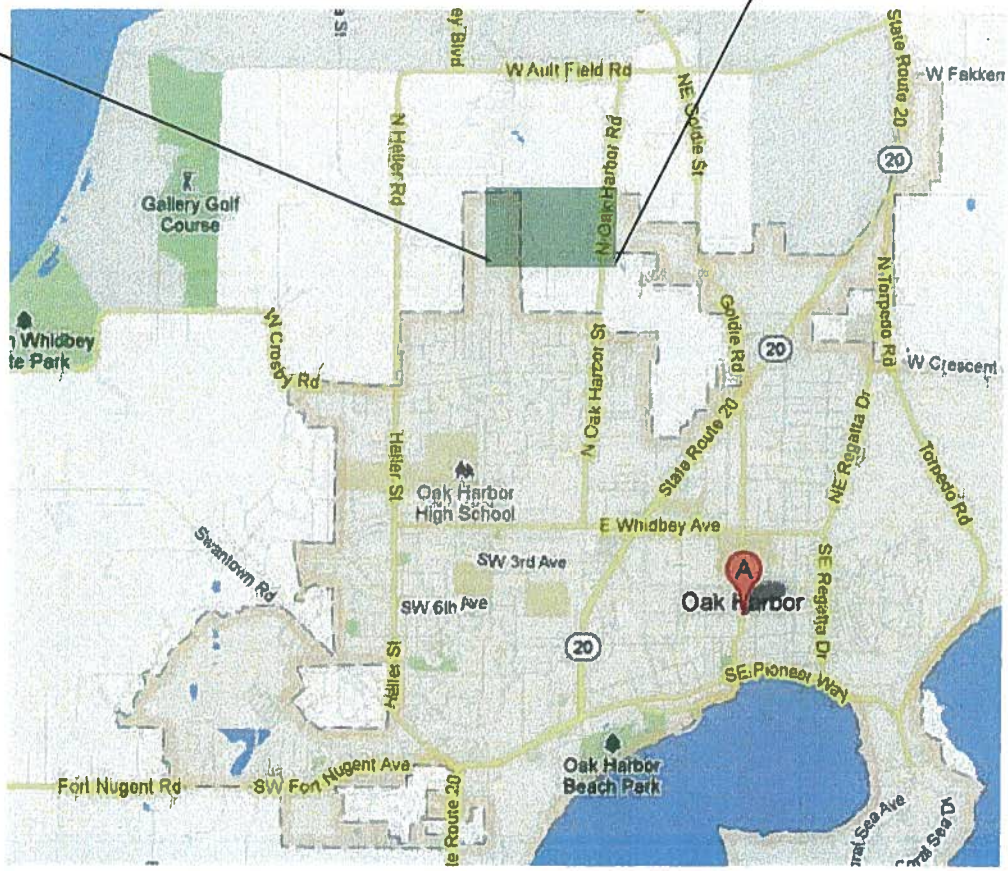
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of April, 2012

Kori M. Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Gun Club Road Water Mains — Map of Improvement Locations





City of Oak Harbor
City Council Agenda Bill

Bill No. 8
Date: May 15, 2012
Gun Club Road Water Main --
Const. Management Contract Award

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

SD Scott Dudley, Mayor
RSP Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
WHH Bill Hawkins, City Attorney, as to form

PURPOSE
This agenda bill requests approval of an agreement with KBA Construction Management for construction management services on the Gun Club Water Main Project in the amount of $115,000.

AUTHORITY
The authority to enter into agreements for improvements or use of real property is granted to the City of Oak Harbor under RCW 35A.11.020.

FISCAL IMPACT DESCRIPTION

Funds Required: $ 115,000

Appropriation Source: Water Fund No. 401

SUMMARY STATEMENT
The Gun Club Road Water Main Construction Project involves the installation of new water mains to serve the future North Reservoir. The scope of the water main project includes installation of approximately 5,500 feet of 18-inch and 24-inch ductile iron water main pipe, a pressure reducing valve station, connections to the existing system, valves, pipe fittings and street repairs. The project will extend water mains west of Oak Harbor Street along Gun Club Road and then north into the reservoir site. Water mains installed along Gun Club Road will be within Island County right-of-way (ROW) by permit and franchise. North of Gun Club Road, the mains will be installed in a utility and access easement held by the City. It is expected that the Contractor could start work as early as May 21, 2012

The bid for the construction work is approximately $1.0 million less than the original planning level budget estimate. Using the savings resulting from the low bid to pay for assistance with the construction management on this project allows staff to focus on other tasks and accelerate work on other capital projects. These other capital projects include the Ely street sewer main repair, Well No. 9 replacement and increased public involvement on the Waste Water Facility Plan. Funding is included in the approved 2011-2012 budget, Water Utility Capital Fund and System Development Fees. The City construction inspector will be responsible for the daily inspections with the construction management consultant handling the construction engineering and documentation.

Following OHMC 2.350.030 selection of engineering consultants follows either publication on each occasion or a general advertisement for anticipated services. By City policy, approved by the City Council in November 2008, the City subscribes to and uses the MRSC consultant's roster for general advertisement of engineering services that may be required for use on projects. Interested firms submit a statement of qualifications to MRSC and are added to the roster of similarly qualified firms. Staff selected KBA from the MRSC roster based on their qualifications and history of successfully performing similar work for the City of Oak Harbor.

Due to a revision in State law this spring, the City standard Consultant Agreement needs to be revised to reflect new requirements related to indemnification. The attached contract has draft language related to the indemnification that has not been fully reviewed by the City Attorney. It is recommended that Council authorize the Mayor to sign the contract once the City Attorney approves the revisions.

Amount of contract: The contract has a maximum not to exceed limit of $ 115,000. Included in the total hourly not to exceed fee structure is a management reserve of $ 10,000. As stipulated in the contract the management reserve is for work not included in the defined scope of work and is intended as a convenience to the City.

STANDING COMMITTEE REPORT

This item was discussed at the Government Services standing committee on May 8, 2012.

RECOMMENDED ACTION

Authorize the Mayor to sign a contract in a form approved by the City attorney with KBA Construction Management in the amount of $ 115,000.

ATTACHMENTS

Draft Contract

CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON

DRAFT

CITY OF OAK HARBOR
CONSULTANT AGREEMENT
WITH KBA, Inc.

PROJECT TITLE: Gun Club Road Water Mains

PROJECT COMPLETION DATE: December 31, 2012

MAXIMUM AMOUNT PAYABLE: $115,000

TABLE OF CONTENTS

CONSULTANT CONTRACT

GENERAL REQUIREMENTS

DRAFT

EXHIBITS

DRAFT

CONSULTANT CONTRACT
HEADING

I. INSTRUCTIONS

This contract must be completed in full, including all applicable exhibits. If an exhibit is not applicable, it should be marked "VOID".

Any changes or additions to this contract must be made in writing and set forth below. (The parties may attach appendices and exhibits to this contract but they **must** be listed in Section IV below.) Any exceptions or changes to the General Requirements must be listed in Section XI of the contract.

II. CONSULTANT INFORMATION

Name: KBA, Inc.

Address: 11000 Main Street, Bellevue, WA

Telephone/Fax No.: 425-455-9720 / 425-455-9732

Federal ID No.: 91-1581416

Do you require a 1099 for the IRS? No

III. PROJECT INFORMATION

Protect Title: Gun Club Road Water Mains

Project Description: The Gun Club Road Water Mains Construction Project includes the installation of new water mains to serve the future North Reservoir. The scope of the project includes installation of approximately 5,500 feet of 18-inch and 24-inch ductile iron water main pipe, a pressure reducing valve station, connections to the existing system, valves, pipe fittings and street repairs.

Project Completion Date: December 31, 2012
Maximum Amount Payable:
Progress Payments: Monthly

IV. ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT

AGREEMENT

V. INTRODUCTION

THIS AGREEMENT, made and entered into this day of , , between the City of Oak Harbor, Washington, hereinafter called the "CITY", and the below identified organization hereinafter called the "CONSULTANT" consists of this agreement, the exhibits and the General Requirements attached hereto.

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above-referenced project, and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and, therefore, deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

VI. GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the work and services described in Section III of this AGREEMENT and as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

VII. SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "B" attached hereto, and by this reference made a part of this AGREEMENT.

VIII. PAYMENT

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT on the basis of a negotiated hourly rate plus costs as provided in Exhibit "C" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit "B" attached hereto and by this reference made part of this AGREEMENT; except for out of pocket costs as identified in Exhibit "C".

IX. CERTIFICATION OF THE CONSULTANT AND THE CITY

Attached hereto as Exhibit "A-1" is the Certification of the Consultant and Certification of City Official. Exhibit "A-2" is the Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

X. COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations and provisions agreed upon by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XI. GENERAL REQUIREMENTS

The General Requirements for Consulting Contract, on file in the City Clerk's Office at Oak Harbor City Hall, a copy of which is attached hereto, shall apply to this AGREEMENT except as modified in this Section XI (General Requirements). The CONSULTANT has assured that the attached copy of the General Requirements conforms to the set filed in the City Clerk's Office. Item 2 of Section 12.D is revised to read: "The CONSULTANT shall provide the CITY with a copy of the insurer's cancellation notice via facsimile, within two business days of receipt."

General provisions are modified to provide that "CONSULTANT shall provide period reports as required and not necessarily on a monthly basis."

XII. EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

By_____
Consultant: KBA, Inc.

By_____
Agency: City of Oak Harbor
Principal

I, Kristen A. Betty, Consultant, certify under penalty of perjury under the laws of the State of Washington that this copy of the General Requirements for Consultant Contract conform to the set filed in the Clerk's Office.

Dated:_____ _____

By Kristen A. Betty

DRAFT

GENERAL REQUIREMENTS

1. MISCELLANEOUS PROVISIONS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT's participation. The minimum number of hours or days notice required shall be agreed to between the CITY and the CONSULTANT and shown in Exhibit "B" attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report as needed by the CITY (but in no case shall it be more than once a month), in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports and other data, furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or ermination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

2. TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in Section III of this AGREEMENT under "Project Completion Date".

The established completion time shall no be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by an act of God, governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the CITY is required to extend the established completion date.

3. SUBCONTRACTING

The CITY permits subcontracts for only those items of work designated for subcontracts in Exhibit "G-1" or "G-2" to this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless prior written approval has been issued by the CITY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section VIII. All subcontracts exceeding Ten Thousand Dollars ($10,000.00) in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

4. EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul 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.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

5. NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sexual orientation, sex, 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; unless based upon a bona fide occupational qualification; with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rate of pay or other forms of compensation, selection for training, or rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the CITY and further that

the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

A. **COMPLIANCE WITH REGULATIONS**: The CONSULTANT shall comply with the applicable federal law relative to nondiscrimination, Title 49, Code of Federal Regulations, which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the Americans with Disabilities Act of 1992, as amended.

B. **INFORMATION AND REPORTS**: The CONSULTANT shall provide all information and reports required by the CITY and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such state or federal law. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

C. **SANCTIONS FOR NONCOMPLIANCE**: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or

(2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

D. **INCORPORATION OF PROVISIONS**: The CONSULTANT shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.

E. **UNFAIR EMPLOYMENT PRACTICES**: The CONSULTANT shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

6. TERMINATION OF AGREEMENT

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten (10) days' written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "F".

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice to Terminate exceeds the total amount that would be due, computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reasons that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of this AGREEMENT.

In the event of death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the CITY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT, or for failure of the

CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

7. CHANGES OF WORK

The CONSULTANT shall make changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under General Requirements, Section 13.

8. DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the City Administrator or his/her designee, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided, however, that if an action is brought challenging the Public Works Superintendent or City Engineer's decision, that decision shall be subject to de novo judicial review.

9. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Island County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Island County.

10. LEGAL RELATIONS AND INSURANCE

A. The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of Washington.

B. The CONSULTANT's relation to the CITY shall be at all times as an independent contractor and not as an employee.

C. Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call

assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

D. The CITY will pay no payments under Section VIII "Payments" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

11. INDEMNIFICATION REQUIREMENTS

Indemnification/Hold Harmless. The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

12. INSURANCE.

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

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

B. **Minimum Scope of Insurance**. CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA

00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

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

4. Professional Liability insurance appropriate to the CONSULTANT's profession.

C. **Minimum Amounts of Insurance**. CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000.00) per accident.

2. Commercial General Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000.00) each occurrence, Two Million Dollars ($2,000,000.00) general aggregate.

3. Professional Liability insurance shall be written with limits not less than One Million Dollars ($1,000,000.00) per claim and One Million Dollars ($1,000,000.00) policy aggregate limit.

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

1. The CONSULTANT'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 in excess of the CONSULTANT's insurance and shall not contribute with it.

2. The CONSULTANT'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.

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

F. **Verification of Coverage**. CONSULTANT 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 CONSULTANT before commencement of the work.

13. EXTRA WORK

A. The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly. If the change causes an increase in the maximum amount payable, it shall not become a part of this AGREEMENT unless and until a written amendment to the AGREEMENT is executed by both the CITY and the CONSULTANT.

C. The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as "claim") under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

14. ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

15. EQUAL OPPORTUNITY

A. Compliance with 41 CFR 60-1.4 -- Equal Opportunity Clause. The CITY incorporates 41 CFR 60-1.4 -- Equal Opportunity Clause by reference.

B. Compliance with 41 CFR 60-250.5 -- Equal Opportunity Clause (Special Disabled Veterans).

1. The CONSULTANT will not discriminate against any employee or applicant for employment because he or she is a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in all employment practices, including the following:

   i. Recruitment, advertising, and job application procedures;

   ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

   iii. Rates of pay or any other form of compensation and changes in compensation;

   iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

   v. Leaves of absence, sick leave, or any other leave;

   vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;

   vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and o er related activities, and selection for leaves of absence to pursue training;

   viii. Activities sponsored by the CONSULTANT including social or recreational programs; and

   ix. Any other term, condition, or privilege of employment.

2. The CONSULTANT agrees to immediately list all employment openings which exist at the time of the execution of this AGREEMENT and those which occur during the performance of this AGREEMENT, including those not generated by this AGREEMENT and including those occurring at an establishment of the CONSULTANT other than the one wherein the AGREEMENT is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security

agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

3. Listing of employment openings with the local employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the CONSULTANT from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

4. Whenever the CONSULTANT becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state employment security agency in each state where it has establishments of the name and location of each hiring location in the state: Provided, That this requirement shall not apply to state and local governmental CONSULTANTS. As long as the CONSULTANT is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent AGREEMENTS. The CONSULTANT may advise the state agency when it is no longer bound by this AGREEMENT clause.

5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

6. As used in this clause:

   i. All employment openings include all positions except executive and top management, those positions that will be filled from within the CONSULTANT's organization, and positions lasting three (3) days or less. This term includes full-time employment, temporary employment of more than (3) three days' duration, and part-time employment.

   ii. Executive and top management means any employee:

      (a) whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and

(b) who customarily and regularly directs the work of two (2) or more other employees therein; and

(c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and

(d) who customarily and regularly exercises discretionary powers; and

(e) who does not devote more than twenty percent (20%), or, in the case of an employee of a retail or service establishment who does not devote as much as forty percent (40%), of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6.ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment, or who owns at least a twenty percent 20%) interest in the enterprise in which he or she is employed.

iii. Positions that will be filled from within the CONSULTANT's organization means employment openings for which no consideration will be given to persons outside the CONSULTANT's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

7. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

8. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

9. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and

applicants who are special disabled veterans, veterans of the Vietnam era, recently separated veterans, or other protected veterans. The CONSULTANT must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the CONSULTANT may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

10. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and other protected veterans.

11. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of Twenty-five Thousand Dollars ($25,000.00) or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance may direct to enforce such provisions, including action for noncompliance.

C. Compliance with 41 CFR 60-741.5 -- Equal Opportunity Clause (Workers with Disabilities).

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

   i. Recruitment, advertising, and job application procedures;

   ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

   iii. Rates of pay or any other form of compensation and changes in compensation;

   iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

v. Leaves of absence, sick leave, or any other leave;

vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;

vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii. Activities sponsored by the CONSULTANT including social or recreational programs; and

ix. Any other term, condition, or privilege of employment.

2. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONSULTANT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

5. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

6. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order in excess of Ten Thousand Dollars ($10,000.00), unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with

respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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EXHIBIT A-1
CERTIFICATION OF CONSULTANT

Project No. ENG -06-43-A

I hereby certify that I am Kristen A. Betty a duly authorized representative of the firm of KBA, Inc. whose address is 11000 Main St, Bellevue, WA, 98004 and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract.

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any).

I further certify that the firm I here represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the Board of Professional Registration.

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

_____ _____
Date Signature

CERTIFICATION OF CITY OFFICIAL

I hereby certify that I am the responsible City official for the City of Oak Harbor, Washington, for this AGREEMENT and that the above consulting firm or its representative has not been required directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) employ or retain, or agree to employ or retain, any firm or person; or

(b) pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

Date Signature

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EXHIBIT A-2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS- PRIMARY COVERED TRANSACTIONS

1. The CONSULTANT, through the prospective primary participant, certifies to the best of its knowledge and belief, that it and its principals:

   a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or city;

   b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

   d. have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

2. Where the CONSULTANT, through the prospective primary participant, is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): KBA, Inc.

_____	_____
Date	President or Authorized Official or Consultant Signature

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EXHIBIT B
SCOPE OF WORK (ADD ON)

Project No. ENG -06-43-A

See attached documents furnished by the Consultant

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EXHIBIT B
SCOPE OF SERVICES
Construction Phase Assistance for the Gun Club Road Water Mains Project

KBA (Consultant) will assist the City of Oak Harbor (Client) with administration of the construction Project known as ***Gun Club Road Water Mains***. These services will include consultation, contract administration, field observation, documentation, and public outreach, as required during the construction of the Project, as detailed below.

Project Description: This Project includes approximately 6,000 linear feet of 24-inch, 18-inch, 16-inch, and 12-inch ductile iron water mains in and along Gun Club Road, in the extension of Gun Club Road to the west, and north in an existing easement, including fire hydrant assemblies, valves, connections to existing waterlines, a pressure reducing valve station and associated appurtenances. The work also includes erosion/sediment control, traffic control, pipeline testing, restoration, and other work. The Designer of Record is Gray & Osborne, Inc.

I. CONSTRUCTION PHASE SERVICES

A. Project Management

1. Provide overall management of this consultant Agreement, including coordination with the Client, monthly progress reports, and invoicing. This effort will include the following elements.
   a. Decide on best modes and frequency of communication with the Client and Designer, and use them. Communicate with Client on a regular basis to discus Project issues and status.
   b. Manage Consultant's staff.
   c. Review monthly expenditures and Consultant scope activities. Prepare and submit to Client, invoices and progress report describing Consultant services.
2. Review Contract Documents to become familiar with Project requirements.

B. Construction Phase Services

Assist the Client in their administration of the construction contract for this Project, as requested and only up to the limits of the available budget. This may include assisting with tasks such as the following:

1. Assist in preparing a Construction Contract Management Plan for the project.
2. Either attend, or organize and lead, preconstruction conference. Prepare and distribute agenda, meeting notes.
3. Liaison with the Client, construction contractor, designer, appropriate agencies, property owners, and utilities. Respond to questions from property owners and the general public.
4. Prepare, or provide information for Client to prepare, brief monthly construction progress reports, highlighting progress and advising of issues which are likely to impact cost, schedule, or quality/scope.
5. Review construction contractor's schedules for compliance with Contract Documents.

6. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
7. Track and review/evaluate, or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.
8. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders.
9. Evaluate construction contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
10. Review monthly requests for payment submitted by the construction contractor. Review with Client and construction contractor, and recommend approval, as appropriate.
11. Provide information for Client to prepare media communications and public notices on Project status. Provide information for Client's inclusion into a Project website and/or newsletters, as needed for public outreach.
12. Establish and maintain document filing and tracking systems, following Client guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
13. Prepare Certificates of Substantial (including punch list created by the City's inspector), Physical, and Final Completion. Coordinate final inspection with approving agencies.
14. When on site for periodic field visits, observe construction activities and materials used, and monitor for adherence to the Contract Documents. Advise the Client of any non-conforming work observed during site visits. Decide questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
15. Review the Client's Inspector's daily construction reports.
16. Interpret Contract Documents, in coordination with Designer and City Engineer.
17. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
18. Participate in on-site meetings.
19. Testing. Coordinate the testing lab retained by the Client to perform materials and laboratory tests. Coordinate the work of the Client Inspector(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform Client and construction contractor of deficiencies.

C. Assumptions

1. Budget
   a. Staffing levels are anticipated in accordance with the attached budget estimate. The level of effort in accomplishing the scope items is limited to the pre-approved budget, regardless of duration of the construction contract. Consultant will not exceed the approved budget without prior approval by the Client.
   b. The budget allocations shown on Exhibit D are itemized to aid in project tracking purposes only. The budget may be transferred between tasks or people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
   c. The budget assumes that KBA's standard forms, logs, and processes will be used. Any customization to meet specialized client requirements will be Extra Work.

2. Items and Services Client will provide:
   a. All field inspection. Client's Inspector(s) will:
      i. Observe construction activities.
      ii. Prepare and submit daily construction reports, recording the construction contractors' operations, including quantities of work placed that day, contractor's equipment and crews, and other pertinent information. Daily reports must be submitted on at least a weekly basis.
      iii. Provide one set of preconstruction photographs.
      iv. Take periodic digital photographs during the course of construction, and label and organize them.
   b. Meeting arrangements and facilities for pre-bid and preconstruction meetings.
   c. Field work station for Consultant staff use, including:
      i. desk, chair, and storage
      ii. hi-speed data connection (minimum 2-GB upload speed)
      iii. use of combination printer/copier/scanner machine with these capabilities: 11x17 size
      iv. miscellaneous office supplies
      v. utilities and sanitary facilities
   d. Retain Engineer of Record for shop drawing review, RFI's, design changes, and final record drawings.
   e. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
   f. Construction survey. Provide survey and staking that is not already assigned to the construction contractor.
3. Scope
   a. Any Consultant monitoring of the construction contractor's activities is to ascertain whether the activities observed are, or are not, in accordance with the Contract Documents; in case of noncompliance, Consultant will request the Client reject non-conforming work, and advise on other remedies the Client might pursue, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractors' performance, and it is understood that Consultant shall assume no responsibility for: proper construction means, methods, techniques; project site safety, safety precautions or programs; or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Client's expectations.
   b. Because of the prior use of the project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials, in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Client immediately for resolution.
   c. Review of construction contractor submittals is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions and inconsistencies, nor is it intended to relieve the construction contractor of their full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, and/or omissions between the submittals and the Contract requirements. This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights, or gauges, fabrication processes, construction means or methods, or coordination of the work with other trades, all of which are the sole responsibility of the construction contractor. Review of a specific item will

not indicate that the Consultant has reviewed the entire assembly of which the item is a component.

d. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.

e. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractors' schedules, is for the purpose of estimating number of days to complete a project, and for identifying potential schedule and coordination challenges and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.

f. Consultant is not responsible for any costs, claims, or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.

g. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.

II. OPTIONAL SERVICES

All services that are not achievable under the approved budget, are considered Optional Services, which, along with any other Extra Work requested by the Client, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.

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EXHIBIT C
PAYMENT (NEGOTIATED HOURLY RATE PLUS COSTS)

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. If a federal highway project, the CONSULTANT shall conform with all applicable portions of 48 CFR 31.

1. **Hourly Rates**

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibits "D-1" and "D-2" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the CITY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead and fees.

In the event renegotiation of the hourly rates is conducted, the CITY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

2. **Direct Non-salary Costs**

Direct non-salary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. Automobile mileage for travel will be reimbursed as the current rate approved for CITY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for CITY employees. The billing for non-salary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund**

The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of Fifty Thousand Dollars ($50,000.00) or ten percent (10%) of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may be replenished in a subsequent supplement agreement. Any changes requiring additional costs in excess of the "Management Reserve Fund" shall be made in accordance with Section 11, "Extra Work".

4. **Maximum Amount Payable**

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Management Reserve Fund, but does not include payment for extra work as stipulated in Section 11, "Extra Work" of the General Requirements. No minimum amount payable is guaranteed under this AGREEMENT.

5. **Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in (1) and (2) above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits "D-1" and "D-2", including names and classifications of all employees, and invoices for all direct non-salary expenses. To provide a means of verifying the invoiced salary costs for the CONSULTANT's employees, the CITY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. **Inspection of Cost Records**

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the CITY, State, and the United States, for a period of three (3) years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three (3) year period, the records shall be retained until all litigation, claims, or audit filings involving the records have been resolved. The three (3) year retention period begins when the CONSULTANT receives final payment.

7. **Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT of any claims relating to the validity of a finding by the CITY of overpayment.

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EXHIBIT D-1
CONSULTANT FEE DETERMINATION - SUMMARY SHEET

Project: ENG -06-43-A

Direct Salary Cost (DSC):

Classification	Estimated Hours	x Negotiated Rate	=	Cost
K. Adams, (M3)	56	$194.50		$10,892
Vikki Stocker, (E7)	432	$134.05		$57,910
Dave Mohler, (E5)	215	$124.38		$26,741
Kelly Clark, (P4)	10	$91.99		$920
				$
				$
				$
				$
				$
				$
				$
				$
		Total Labor Cost=		**$96,463**

Reimbursables:

Vehicle	$1,475
Mileage and/or Lodging	$6,500
Misc: Supplies, Equipment	$562
Itemized	**$8,537**
Subconsultant Costs (See Exhibit "G"):	$N/A
Management Reserve	**$10,000**
Grand Total	**$115,000**

Prepared by_____ Date_____

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Exhibit D-2

KBA CONSTRUCTION MANAGEMENT

Min / Max Billing Rate and Fee Schedule

Effective January 1, 2012 through December 31, 2012

KBA, Inc. - Schedule of Billing Rates

Labor Class	Personnel Classification	Direct Salary Cost Min.		Direct Salary Cost Max.	Overhead 127.84% x DSC Min.		Overhead 127.84% x DSC Max.	Fee 35% x DSC Min.		Fee 35% x DSC Max.	Inclusive Hourly Rate Min.		Inclusive Hourly Rate Max.
M-4	Executive Management	$70.00	to	$90.00	$89.49	to	$115.06	$24.50	to	$31.50	$184	to	$237
M-3	Engineering Managers	$60.00	to	$80.00	$76.70	to	$102.27	$21.00	to	$28.00	$158	to	$210
M-2	Senior Manager	$45.00	to	$65.00	$57.53	to	$83.10	$15.75	to	$22.75	$118	to	$171
M-1	Manager	$30.00	to	$50.00	$38.35	to	$63.92	$10.50	to	$17.50	$79	to	$131
E-9	Engineering / Professional IX	$75.00	to	$150.00	$95.88	to	$191.76	$26.25	to	$52.50	$197	to	$394
E-8	Engineering / Professional VIII	$50.00	to	$80.00	$63.92	to	$102.27	$17.50	to	$28.00	$131	to	$210
E-7	Engineering / Professional VII	$45.00	to	$72.00	$57.53	to	$92.04	$15.75	to	$25.20	$118	to	$189
E-6	Engineering / Professional VI	$40.00	to	$64.00	$51.14	to	$81.82	$14.00	to	$22.40	$105	to	$168
E-5	Engineering / Professional V	$35.00	to	$56.00	$44.74	to	$71.59	$12.25	to	$19.60	$92	to	$147
E-4	Engineering / Professional IV	$30.00	to	$48.00	$38.35	to	$61.36	$10.50	to	$16.80	$79	to	$126
E-3	Engineering / Professional III	$25.00	to	$40.00	$31.96	to	$51.14	$8.75	to	$14.00	$66	to	$105
E-2	Engineering / Professional II	$20.00	to	$32.00	$25.57	to	$40.91	$7.00	to	$11.20	$53	to	$84
E-1	Engineering / Professional I (NE)	$15.00	to	$26.00	$19.18	to	$33.24	$5.25	to	$9.10	$39	to	$68
P-7	Project Specialist VII	$40.00	to	$64.00	$51.14	to	$81.82	$14.00	to	$22.40	$105	to	$168
P-6	Project Specialist VI	$35.00	to	$57.00	$44.74	to	$72.87	$12.25	to	$19.95	$92	to	$150
P-5	Senior Project Specialist	$30.00	to	$50.00	$38.35	to	$63.92	$10.50	to	$17.50	$79	to	$131
P-4	Project Specialist IV	$26.00	to	$43.00	$33.24	to	$54.97	$9.10	to	$15.05	$68	to	$113
P-3	Project Specialist	$22.00	to	$37.00	$28.12	to	$47.30	$7.70	to	$12.95	$58	to	$97
P-2	Project Specialist (NE)	$18.00	to	$31.00	$23.01	to	$39.63	$6.30	to	$10.85	$47	to	$81
P-1	Assistant Project Specialist (NE)	$14.00	to	$25.00	$17.90	to	$31.96	$4.90	to	$8.75	$37	to	$66
A-7	Administrative Manager	$34.00	to	$52.00	$43.47	to	$66.48	$11.90	to	$18.20	$89	to	$137
A-6	Senior Administrator	$30.00	to	$47.00	$38.35	to	$60.08	$10.50	to	$16.45	$79	to	$124
A-5	Administrator	$26.00	to	$41.00	$33.24	to	$52.41	$9.10	to	$14.35	$68	to	$108
A-4	Senior Coordinator	$22.00	to	$36.00	$28.12	to	$46.02	$7.70	to	$12.60	$58	to	$95
A-3	Coordinator	$18.00	to	$31.00	$23.01	to	$39.63	$6.30	to	$10.85	$47	to	$81
A-2	Administrative Assistant (NE)	$14.00	to	$25.00	$17.90	to	$31.96	$4.90	to	$8.75	$37	to	$66
A-1	Clerk (NE)	$10.00	to	$20.00	$12.78	to	$25.57	$3.50	to	$7.00	$26	to	$53

Note:
1. Billing rates shall equal actual direct salary costs at the time the work is performed, times a labor multiplier of 2.6284.
2. 15% premium is applied to the above rates for any work performed between the hours of 7:00 pm to 7:00 am.
3. 50% premium is applied to the above direct salary cost for non-exempt personnel that work over 40 hours in a given week.
4. (NE) designates Non-Exempt personnel.
5. This information is based on HR salaries effective January 1, 2012 - ending December 31, 2012.

Direct (non-salary) Reimbursable Expenses

Expense Type	Rate Per Item
Subconsultants / Reprographics (outside services)	Cost
Couriers / Deliveries	Cost
Auto Mileage	Higher of Current IRS or WSDOT Adopted Rate
Project Assigned Vehicle	$50 per Working Day + Sales Tax
Lodging & Per Diem	Per WSDOT Travel Directives
Field Equipment Valued over $100	Cost

Note:
1. The above direct expenses are invoiced with no additional mark-up.
2. Consultant will comply with rules and regulations regarding travel costs, according to WSDOT Accounting Manual M13-82, Chapter 10 - Travel Rules and Procedures, and revisions thereto.

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO KBA, INC.

Printed 5/1/2012
1 of 1

KBA CONSTRUCTION MANAGEMENT

Project Name:	**Gun Club Rd Water Mains**
Client Project No.:	TBD
KBA Project No.:	TBD
Contract Type:	Cost + Net Fee (on DSC only)
Date Prepared:	5/1/2012
Prepared by:	K. Adams
Salary Escalation	n/a

DRAFT

Determination of Hours									
Month	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
Days/Mo	22	21	21	23	19	23	20	20
Hr/Mo	176	168	168	184	152	184	160	160
Extra Work	12%	12%	12%	12%	12%	11%	10%	4%
Adj Hr/Mo	198	189	189	207	171	205	176	167

Schedule: Pre-Con; Construction; Closeout

KBA Labor Hours

Employee	Title	2012 Rate	Total Hours	2012 Total			May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
K. Adams	Project Manager	$74.00	56	56		-	8	8	8	8	8	8	8	-
Vikki Stocker	Resident Engineer	$51.00	432	432		-	-	-	64	64	64	120	120	-
Dave Mohler	Resident Engineer	$47.32	215	215		-	80	135	-	-	-	-	-	-
Kelly Clark	Project Specialist	$35.00	10	10		-	10	-	-	-	-	-	-	-
Subtotal - KBA Labor Hours			713	713		-	98	143	72	72	72	128	128	-

Direct Expenses

Item	Total Costs	2012 Total			May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
Vehicles (1 Vehicle at $50/day + tax)	$ 1,475	1,475		-	549	926	-	-	-	-	-	-
Mileage and/or Lodging	$ 8,500	6,500		-	300	200	1,200	1,200	1,200	1,200	1,200	-
Misc: Supplies, Equipment	$ 562	562		-	212	60	60	60	60	55	55	-
Copier/Scanner/Printer	$ -	-		-	-	-	-	-	-	-	-	-
Subtotal - Direct Expenses	$ 8,537	8,537		-	1,061	1,186	1,260	1,260	1,260	1,255	1,255	-

Combined Costs

Employee	Title	2012 Rate	Total DSC	2012 Total			May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
K. Adams	Project Manager	$74.00	$ 4,144	4,144		-	592	592	592	592	592	592	592	-
Vikki Stocker	Resident Engineer	$51.00	$ 22,032	22,032		-	-	-	3,264	3,264	3,264	6,120	6,120	-
Dave Mohler	Resident Engineer	$47.32	$ 10,174	10,174		-	3,786	6,388	-	-	-	-	-	-
Kelly Clark	Project Specialist	$35.00	$ 350	350		-	350	-	-	-	-	-	-	-
Direct Salary Costs			$ 36,700	36,700		-	4,728	6,980	3,856	3,856	3,856	6,712	6,712	-
Overhead @		127.84%	$ 46,917	46,917		-	6,044	8,923	4,930	4,930	4,930	8,581	8,581	-
Fee (on DSC only) @		35.00%	$ 12,846	12,846		-	1,655	2,443	1,350	1,350	1,350	2,349	2,349	-
Subtotal (DSC + OH + Fee)			$ 96,463	96,463		-	12,426	18,347	10,136	10,136	10,136	17,642	17,642	-
Direct Expenses (No Markup)			$ 8,537	8,537		-	1,061	1,186	1,260	1,260	1,260	1,255	1,255	-
Subconsultant(s)			$ -	-		-	-	-	-	-	-	-	-	-
Management Reserve			$ 10,000	10,000		-	-	-	-	-	-	-	-	-
TOTAL ESTIMATED COSTS			$ 115,000.00	115,000		-	13,487	19,533	11,396	11,396	11,396	18,897	18,897	-

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EXHIBIT F
PAYMENT UPON TERMINATION OF AGREEMENT BY CITY OTHER THAN FOR FAULT OF THE CONSULTANT
(Refer to General Requirements, Section 3)

Specific Rates of Pay Contracts
A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct non-salary costs incurred at the time of termination of this AGREEMENT.

DRAFT

City of Oak Harbor
City Council Agenda Bill

Bill No. 9
Date: May 15, 2012
Subject: Marina Rates Resolution: Contract Pricing and New Fuel Pricing Method

FROM: Steve Powers RSP
Interim City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

_____ Scott Dudley, Mayor
_____ Steve Powers, Interim City Administrator
_____ Doug Merriman, Finance Director
_____ Bill Hawkins

PURPOSE

This agenda bill presents a resolution (Attachment 1) that if adopted would revise the Marina Rate Schedule to include contract pricing for moorage and a new fuel pricing methodology. The current rates schedule was adopted in December 2011. The Marina Advisory Committee recommends including contract pricing and fuel pricing formulas in this latest version as a means to provide incentives to retain existing customers and to attract new customers.

AUTHORITY

The City Council has authority under RCW 35A.11.020 to regulate its internal affairs while OHMC 6.36.020, .021, .022, .023 and .024 provides the City Council the authority to set moorage rates by resolution.

FISCAL IMPACT DESCRIPTION

All the rates adopted in December 2011 will remain the same. The proposed options in this agenda bill are additions to the current rate schedule.

The proposed contract pricing offers a reduced price for a long term lease with the Oak Harbor Marina. Information on the contracts and financial impacts are discussed further in Attachment 3. The possible fiscal impact is described in terms of the existing customer base and in terms of future customers.

Assuming that all the existing permanent moorage customers decide to take advantage of the proposed contract pricing and the marina received no new customers, then the revenue on the annual permanent moorage would drop by approximately $23,350 in 2012. If the same situation continued into 2013, the

revenue would be decreased by approximately $48,840. This sets the baseline for the fiscal impact if there was no increase or decrease in permanent moorage.

However, since the contract pricing is being considered as an incentive, the expectation is that the occupancy will increase in the next few years and will therefore provide a long term solution for higher than current occupancy rate and therefore higher revenues. It is hard to predict how long such an incentive will take to have a positive impact, if any, on the revenues.

It is also difficult to predict whether the proposed fuel pricing formulas will add to or take away from the revenues. However, the proposed fuel pricing policy is based on the invoice rate of the purchase and not the rack price that is a frequently fluctuating value. The fuel pricing policy also includes a recommendation to offer a 20 cent discount to customers that stay overnight at the marina. The discount of 20 cents is to not exceed the price of guest moorage. For a 40 foot boat on guest moorage it would offer a 20 cent discount on approximately 175 gallons of fuel. The Marina Advisory Committee believes that this will be an incentive for boaters sailing along the Saratoga Pass to spend overnights at the Oak Harbor Marina.

SUMMARY STATEMENT

The economic conditions in the last few years combined with the much needed moorage rate increases in 2010 and 2011 has contributed towards a below average occupancy level in the Oak Harbor Marina. Boat owners around the country have looked for alternatives to storing their boat in the water and are opting for dry storage or cheaper moorage (see articles in Attachment 2). Marinas around the country and the Puget Sound are feeling the tide of the economy and are offering various incentive packages to retain customers. The Marina Advisory Committee has also been discussing the issue and is recommending that the City Council consider revisions to the Marina Rates that provide options to the customers and encourage them to stay in the marina. One such revision is to consider a contract moorage pricing option and the second is to change the fuel pricing calculation methodology. The contract pricing is recommended as an incentive while the fuel pricing calculations are recommended for consistency and easier management.

DISCUSSION

CONTRACT MOORAGE PRICING

In addition to the current month to month moorage pricing, the Marina Advisory Committee has identified three pricing strategies that may help in retaining occupancy level and a potential to increase occupancy. These pricing strategies consist of Small Boat, Winter Moorage and Yearly Contract pricing. All of these three new pricing strategies will be offered to existing customers and new customers.

The contract would offer customers an option for reduced rates over a period of time. For example, a 12 month lease for an 11 month rate, or a lower rate for a winter. The details of the pricing strategy and contract periods are provided in Attachment 3.

The signed contracts would be in effect for the duration of the contract. A boat owner could enter into a contract at anytime during the year. The contracts will terminate at the end-of-contract date which will be determined by the type of contract. However, a customer can terminate the contract prior to the

contract termination date if they sell their boat, pass away or receive sudden military orders. In the event that a tenant breaks a contract without one of these events occurring, the tenant would be financially responsible for the remainder of the contract. All of the proposed options for contract pricing apply only to the moorage rates and will not be applied to the dredge fee.

FUEL PRICING

The Council normally sets the fuel pricing policy by a separate resolution. The Council last set the fuel pricing policy with Resolution No. 11-21, approved on December 20, 2011. The consideration of the proposed fuel pricing policy with the rate schedule serves to consolidate these actions. There is no requirement for them to be separate.

The Marina Advisory Committee has been discussing the current fuel pricing policy with intentions to provide incentives and attract boaters to the marina. During the discussion, the current fuel pricing was reviewed and questions were raised as to the rationale behind the use of the State's rack price[1]. This is the price at which the State of Washington Government Agencies buys their fuel. The State's rack price fluctuates every few days and therefore the marina's fuel price also fluctuates. The Marina Advisory Committee identified problems regarding use of the State's Rack Price in Oak Harbor's fuel pricing policy since it does not accurately represent the cost that the City paid for the fuel. In searching for an alternative, the Marina Advisory Committee reviewed a few options and eventually thought it best to use the City's invoice price with a flat rate markup and sales tax. This methodology would allow fuel prices at the marina to stay consistent till the supplies are replenished. The current fuel pricing policy and the proposed fuel pricing policy are discussed further in Attachment 4.

In terms of providing an incentive, it must be noted that the proposed change in fuel pricing policy may not always yield a lower price than the nearby marinas. Since most nearby marina's prices fluctuate more often than Oak Harbor, there will be times when the Oak Harbor's fuel prices here may be higher than other marinas in the region.

In addition to the fuel pricing policy change, the Marina Advisory Committee is also recommending a 20 cent per gallon fuel price reduction as an incentive to attract overnight guest moorage. This incentive would offer a 20 cent per gallon discount on fuel purchases to customers that purchase an overnight guest moorage at the marina. This discount however shall not exceed the cost of overnight moorage for the first night. For a 40 foot boat, the guest moorage rate is approximately $36 and therefore the discounted price would apply to approximately 180 gallons of fuel.

MARINA ADVISORY COMMITTEE REPORT

The Marina Advisory Committee has discussed the two proposals (contract moorage pricing and flat-rate fuel pricing) at several meetings over the last 4 months. The Committee recommended approval of these proposals at their May 7, 2012 meeting.

STANDING COMMITTEE REPORT

The Governmental Services Committee reviewed the proposal on May 8, 2012.

[1] "Rack Price" is the price at which the refineries sell branded or unbranded gasoline to their various clients.

CONCLUSION

Occupancy levels at the Oak Harbor Marina are below average. Staff and the Marina Advisory Committee have been monitoring this situation for some time. As a means to hopefully combat this decline, the Committee proposes that contract moorage pricing be instituted in certain situations. They also propose a new methodology for computing fuel prices in the hopes that this increase fuel sales to visiting boaters. If the draft resolution is approved by the City Council, the Marina Rate Schedule will be revised to include these new pricing concepts.

RECOMMENDED ACTION

Approve Resolution No. 12-11.

ATTACHMENTS

1. Resolution adopting the Marina Rates
2. Articles and flyers
3. Proposed Contract Pricing Strategy
4. Current and Proposed Fuel Pricing Policy

RESOLUTION NO. 12-11

A RESOLUTION OF THE CITY OF OAK HARBOR SETTING CERTAIN RATES AND CHARGES

WHEREAS, the City of Oak Harbor adopted rates and charges for the Oak Harbor Marina on December 20, 2011; and

WHEREAS, the Marina Advisory Committee reviewed and recommend offering special contract prices to existing and new customers; and

WHEREAS, the Oak Harbor City Council conducted a public hearing on May 15, 2012 and determined that the proposed rate schedule is offered in the best interest of the Marina and its tenants; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor that the following rates shall be established pursuant to OHMC 6.36.020 and shall be referred to as the "Marina Rate Schedule" for the period on June 1, 2012 to December 31, 2013;

"MARINA RATE SCHEDULE" attached

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

THE CITY OF OAK HARBOR

_____
Scott Dudley
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
Bill Hawkins
City Attorney

Marina
Rate Schedule – 2012
Effective January 1, 2012

Guest Moorage Rates

Based on Overall Length of Vessel	Nightly Rate
May 1 – September 15	$.89 per foot
September 16 – April 30	$.69 per foot
Charge for electricity	$3.00

Electricity

Metered slips

Account service charge (applies to all accounts)	$4.96 per month
Charge per kilowatt hour consumed (per meter)	$0.116 per kwh
Minimum charge, regardless of consumption (includes account service charge)	$10.75 per month

Unmetered slips, nonliveaboard (flat fee)

Boats to 30 feet	$10.75 per month
Boats 31 through 36 feet	$16.54 per month
Boats greater than 36 feet	$24.26 per month

Unmetered slips, liveaboard (flat fee)

Boats to 36 feet	$44.10 per month
Boats greater than 36 feet	$58.43 per month

Note: If a tenant utilizes more than one electrical connection, he shall be charged for all power terminals used in accordance with the above rates.

Storage Sheds

Monthly Rate (subtotal)	State Leasehold Excise Tax (12.84%)	Total Monthly Rental Rate	Temporary Daily Rate
$93.53	$12.01	$105.53	$3.86

Use of Hoist

Fees for hoist services performed for customers by marina staff

Launching or retrieving (one way)	$26.25
Round trip	$52.50

Monthly contract rates

Non-commercial	$42.00
Commercial	$58.25

Environmental Compliance Fee

A monthly fee of $1.10 shall be charged to each moorage and mini-storage account.

Parking Lot Storage Rate

Monthly Rate (subtotal)	State Leasehold Excise Tax (12.84%)	Total Monthly Rental Rate	Temporary Daily Rate
$44.95	$5.77	$50.72	$2.21

Fuel

Gasoline or Diesel	Invoice cost + $0.40 x 1.087 = retail price
$0.05 per gallon discount for purchases over 100 gallons.	
$0.20 per gallon discount up to amount of 1st night of guest moorage when guest moorage is purchased.	
*Only one discount may be applied.	

Moorage Rates: Covered Slips

Marina
Rate Schedule - 2012
Effective January 1, 2012

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x $7.954	$119.31	$15.32	$134.63
16		$127.26	$16.34	$143.60
17		$134.88	$17.32	$152.20
18		$143.17	$18.38	$161.56
19		$151.13	$19.40	$170.53
20		$159.08	$20.43	$179.51
21		$167.03	$21.45	$188.48
22		$174.99	$22.47	$197.46
23		$182.94	$23.49	$206.43
24		$190.90	$24.51	$215.41
25		$198.85	$25.53	$224.38
26		$206.80	$26.55	$233.36
27	x $8.384	$226.37	$29.07	$255.43
28		$234.75	$30.14	$264.89
29		$243.14	$31.22	$274.35
30		$251.52	$32.30	$283.82
31	x $8.825	$273.58	$35.13	$308.70
32		$282.40	$36.26	$318.66
33		$291.23	$37.39	$328.62
34		$300.05	$38.53	$338.58
35	x $9.74	$340.90	$43.77	$384.67
36		$350.64	$45.02	$395.66
37		$360.38	$46.27	$406.65
38		$370.12	$47.52	$417.64
39	x $10.247	$399.63	$51.31	$450.95
40		$409.88	$52.63	$462.51
41		$420.13	$53.94	$474.07
42		$430.37	$55.26	$485.63
43		$440.62	$56.58	$497.20
44		$450.87	$57.89	$508.76
45		$461.12	$59.21	$520.32
46		$471.36	$60.52	$531.88
47		$481.61	$61.84	$543.45
48		$491.86	$63.15	$555.01
49		$502.10	$64.47	$566.57
50	x $10.776	$538.80	$69.18	$607.98
51		$549.58	$70.57	$620.14
52		$560.35	$71.95	$632.30

Moorage Rates: Uncovered Slips

Marina
Rate Schedule - 2012
Effective January 1, 2012

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x $6.091	$91.37	$11.73	$103.10
16		$97.46	$12.51	$109.97
17		$103.55	$13.30	$116.84
18		$109.64	$14.08	$123.72
19		$115.73	$14.86	$130.59
20		$121.82	$15.64	$137.46
21		$127.91	$16.42	$144.33
22		$134.00	$17.21	$151.21
23		$140.09	$17.99	$158.08
24		$146.18	$18.77	$164.95
25		$152.28	$19.55	$171.83
26		$158.37	$20.33	$178.70
27	x $6.51	$175.77	$22.57	$198.34
28		$182.28	$23.40	$205.68
29		$188.79	$24.24	$213.03
30		$195.30	$25.08	$220.38
31	x $6.62	$205.22	$26.35	$231.57
32		$211.84	$27.20	$239.04
33		$218.46	$28.05	$246.51
34		$225.08	$28.90	$253.98
35	x $6.775	$237.13	$30.45	$267.57
36		$243.90	$31.32	$275.22
37		$250.68	$32.19	$282.86
38		$257.45	$33.06	$290.51
39	x $6.895	$268.91	$34.53	$303.43
40		$275.80	$35.41	$311.21
41		$282.70	$36.30	$318.99
42		$289.59	$37.18	$326.77
43		$296.49	$38.07	$334.55
44		$303.38	$38.95	$342.33
45		$310.28	$39.84	$350.11
46		$317.17	$40.72	$357.89
47		$324.07	$41.61	$365.67
48		$330.96	$42.50	$373.46
49	x $7.348	$360.05	$46.23	$406.28
50		$367.40	$47.17	$414.57
51		$374.75	$48.12	$422.87
52		$382.10	$49.06	$431.16
53		$389.44	$50.00	$439.45
54		$396.79	$50.95	$447.74
55		$404.14	$51.89	$456.03
56		$411.49	$52.84	$464.32
57		$418.84	$53.78	$472.61
58		$426.18	$54.72	$480.91
59		$433.53	$55.67	$489.20
60		$440.88	$56.61	$497.49

Oak Harbor Marina

Proposed Rate Sheet

Does not include Dredge Fee, Environmental Compliance Fee or State Leasehold Tax (12.84%)

Covered Moorage Rates for Contracts

Boat or slip length	Small Boat 24' – 26' boats *(Flat Rate)*	Yearly Contract Rate *(11/12 of monthly rate)*
24 or less	$55.00	-----
25	$55.00	-----
26	$55.00	-----
27	-----	$182.02
28	-----	$188.76
29	-----	$195.51
30	-----	$202.24
31	-----	$221.51
32	-----	$228.66
33	-----	$235.80
34	-----	$242.95
35	-----	$279.45
36	-----	$287.42
37	-----	$295.41
38	-----	$303.39
39	-----	$329.51
40	-----	$337.96
41	-----	$346.41
42	-----	$354.85
43	-----	$363.29
44	-----	$371.75
45	-----	$380.20
46	-----	$388.65
47	-----	$397.10
48	-----	$405.54
49	-----	$413.99
50	-----	$446.70
51	-----	$455.63
52	-----	$464.56

Oak Harbor Marina

Proposed Rate Sheet

Does not include Dredge Fee, Environmental Compliance Fee or State Leasehold Tax (12.84%)

Uncovered Moorage Rates for Contracts

Boat or slip length	Small Boat 24' – 26' boats *(flat rate)*	Yearly Contract Rate *(11/12 of monthly rate)*	Winter Contract Rate *(6/7 of monthly rate)*
24 or less	$55.00	-----	-----
25	$55.00	-----	-----
26	$55.00	-----	-----
27	-----	$135.63	-----
28	-----	$140.65	-----
29	-----	$145.68	-----
30	-----	$150.70	-----
31	-----	$158.85	-----
32	-----	$163.98	-----
33	-----	$169.10	-----
34	-----	$174.23	-----
35	-----	$184.31	-----
36	-----	$189.58	-----
37	-----	$194.84	-----
38	-----	$200.11	-----
39	-----	$209.68	-----
40	-----	$215.06	$201.09
41	-----	$220.44	$206.13
42	-----	$225.81	$211.15
43	-----	$231.19	$216.18
44	-----	$236.54	$221.18
45	-----	$241.95	$226.23
46	-----	$247.33	$231.27
47	-----	$252.70	$236.29
48	-----	$258.08	$241.32
49	-----	$283.77	$265.35
50	-----	$289.57	$270.76
51	-----	$295.36	$276.18
52	-----	$301.14	$281.59
53	-----	$306.95	$287.01
54	-----	$312.74	$292.43
55	-----	$318.53	$297.85
56	-----	$324.32	$303.26
57	-----	$330.11	$308.67
58	-----	$335.90	$314.09
59	-----	$341.69	$319.50
60	-----	$347.48	$324.92

2012 MARINA TRENDS

INDUSTRY SURVEY

Overall industry shows slow but steady growth:

Regional and size analysis provides wider and more varied outlook

by **Anna Townshend**

Overall, the annual *MDA* survey indicates that the majority of marinas and boatyards continue to improve net profits, overall revenues and occupancy rates. While 66% of respondents reported a net profit for 2011, and 69% reported the same or higher occupancy rate compared to 2010, overall profits or occupancy rates generally have not reached pre-recession levels.

In 2009, Don Vivenzio, general manager of Point Judith Marina in Wakefield, R.I., had to lay off 25 percent of the workforce, matching his 25 percent drop in overall revenues. For 2010 and 2011, still with the smaller staff, his facility has remained steady and expects a slightly higher net profit this year.

Ric Golding, owner of West Access Marina in Carlyle, Ill., started seeing declines in the spring of 2008, and his business has been declining ever since. The most drastic declines came in 2009 and less so in 2010 and 2011.

While some marinas are maintaining steady profits, often at a much lower level than where they were in 2007, there are also marinas thriving. Charles Barclay, harbormaster at Kewalo Basin Harbor in Honolulu, Hawaii, revitalized the facility under the new direction of Almar Management and is now poised for a grand expansion.

Scorpion Bay Marina in Morristown, Ariz., which opened in 2008 with 240 slips, is already adding another 80 more this winter. In it second year of service, the marina reached 75 percent occupancy and this year is sitting at 90 percent.

Every facility will paint a slightly different picture, and as this small sample shows, the gamut runs wide. This survey hopes to provide a more general look at the overall industry, and then give a more in-depth analysis by region and by facility size.

Figure 1-A: Respondent Profile

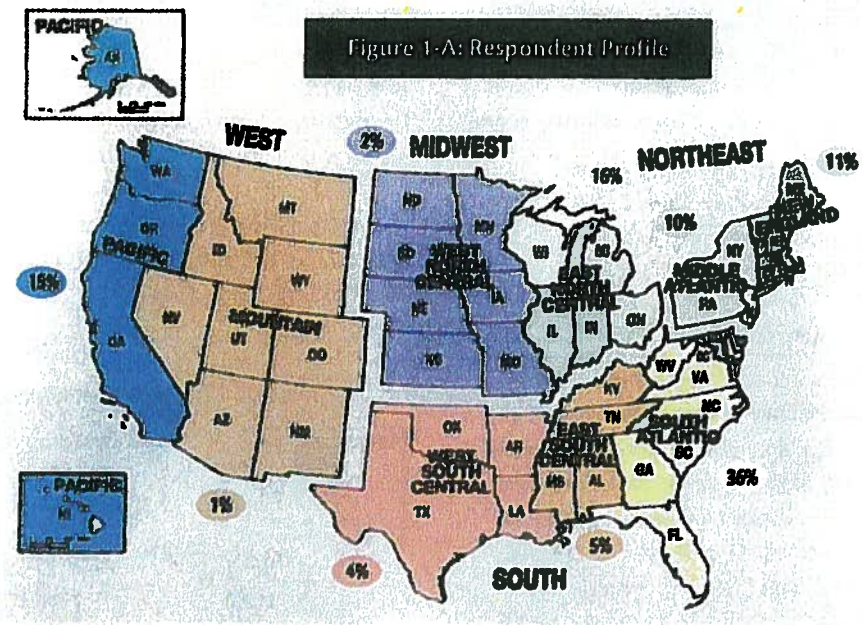


Figure 1-B: Number of Slips
(total wet and dry)

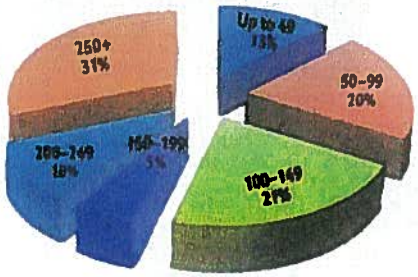
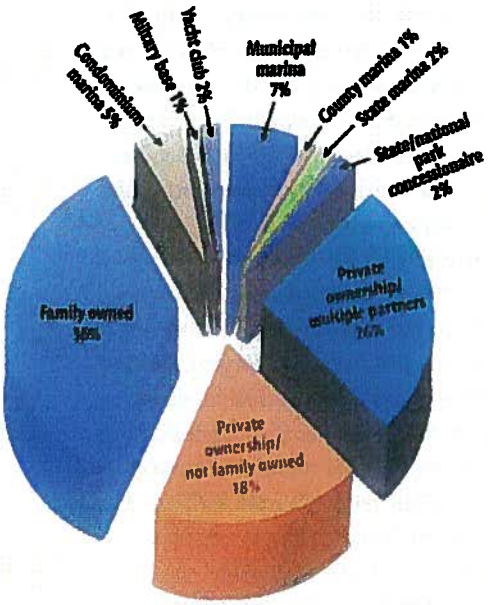


Figure 1-C: Overall Ownership



Respondent profile

The majority of respondents (36%) represented the South Atlantic region. A smaller but still significant number answered from other regions—New England (11%), Middle Atlantic (10%), East No. Central (16%), and Pacific (15%). Fig. 1-A outlines all regional percentages and state delineations.

Marinas of many different sizes participated in the survey, ranging from under 49 slips (13%) to more than 250 (31%). Fig. 1-B shows the six categories by slip size.

The majority of marinas and boatyards were privately owned facilities (a total of 80%), a combination of single private owners (18%), multiple partners (26%), or family owned facilities (36%). More so, the in-depth results of this survey represent the state of private facilities, as

Figure 2-A: Overall Net Profit for 2011

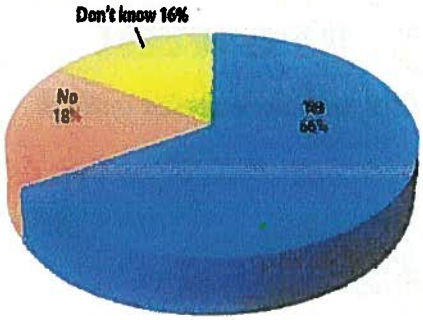


Figure 2-B: 2011 Net Profit (compared to 2010)

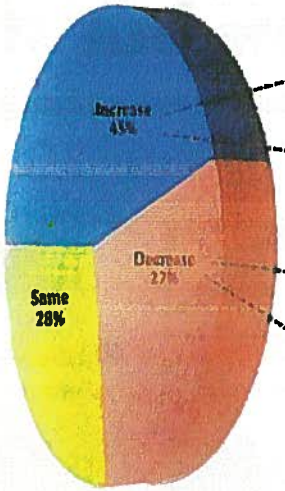
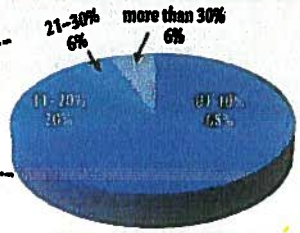


Figure 2-C: Net Profit Increases (by overall percentage)



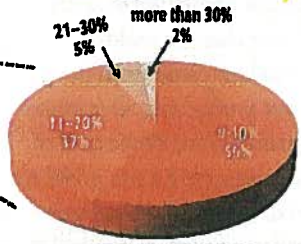


Figure 2-D: Net Profit Decreases (by overall percentage)

opposed to the city, state, county, military or condominium facilities (18%) that complete the respondent profile. (See Fig. 1-C.)

Net profits

All statistics reporting higher, lower or equal levels are in comparison to 2010, and the majority of net profits across the country did increase for 2011. Forty-five percent reported a higher net profit, and 28% reported equal profits to 2010. Still, some facilities (18%) reported no net profit for 2011, and 16% were not sure if 2011 would be better than 2010. Twenty-seven percent reported a decrease in net profits. (See Fig. 2-A and 2-B.)

Overall, net profit results are mixed. At the bottom line, a little less than half of the industry is growing. Of those that saw an increase, the majority (68%) experienced up to a 10% increase. A smaller number experienced larger increases in net profit. Twenty percent reported an 11 to 20% increase. (See Fig. 2-C.)

Of those that saw a decrease in net profit, the majority (56%) experienced up to a 10% decrease this year, and 37% experienced a decrease in net profit between 11 to 20%. (See Fig. 2-D.)

Regionally, the number of facilities reaching a net profit were fairly equal, with the highest being the Midwest (72%) and the South (67%).

A range from 11 to 22% of facilities across all the regions did not know if they would reach a net profit for 2011 at mid-September during the survey period. The Northeast experienced the largest numbers with no net profit (26%). Fig. 2-E outlines net profits for each region.

Figure 2-E: Overall Net Profits for 2011

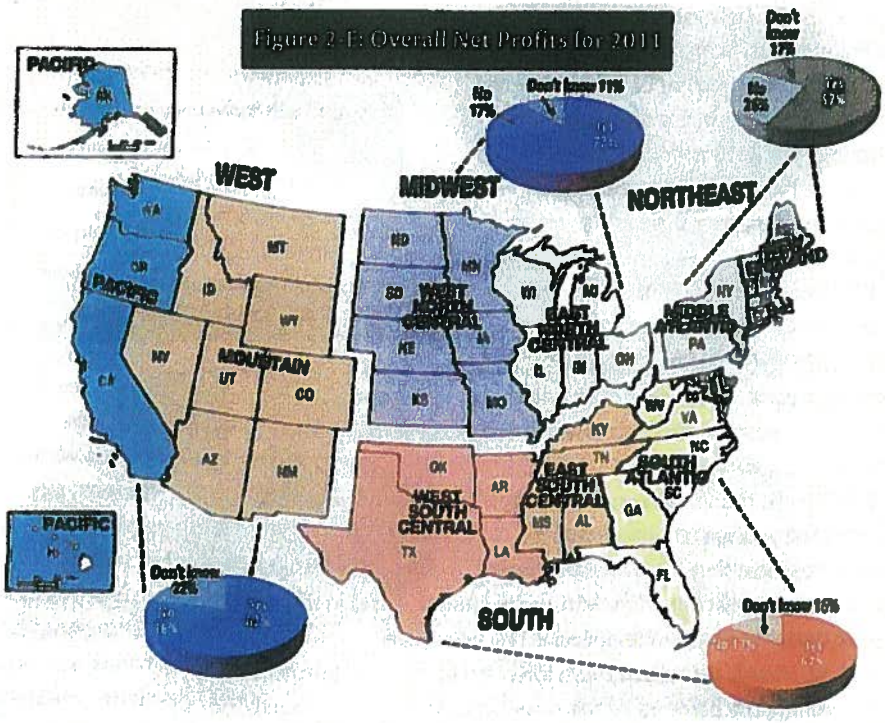


Figure 3-A: Overall Occupancy (compared to 2010)

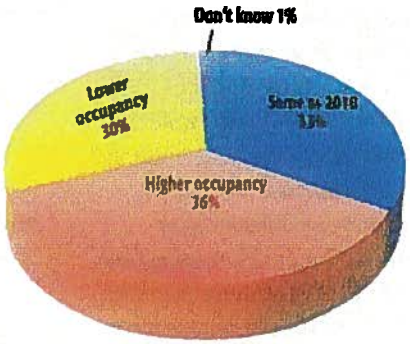


Figure 3-B: Regional Occupancy (compared to 2010)

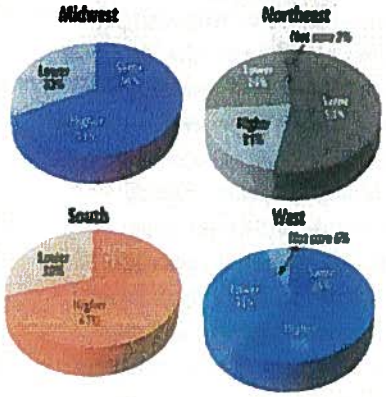
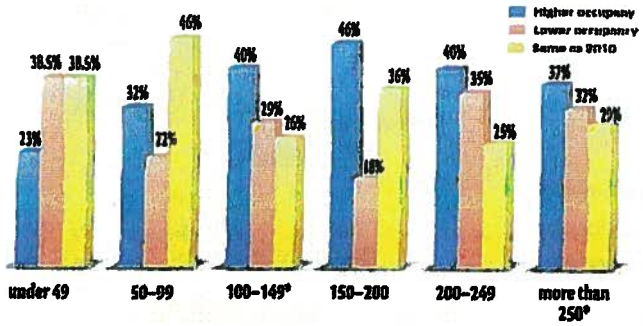


Figure 4-A: Occupancy per Slip Size



*Overall group percentages below 100% represent repondents that were unsure.

Figure 4-B: Net Profit per Slip Size

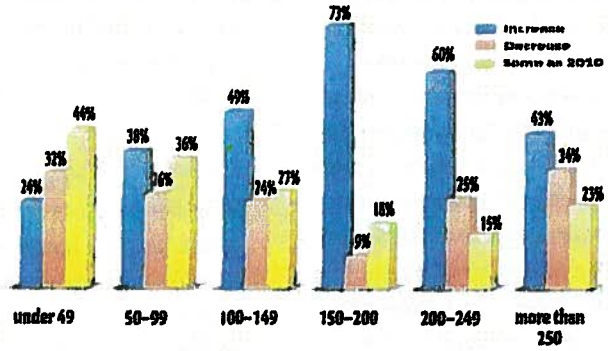


Figure 5-A: Overall Expenses

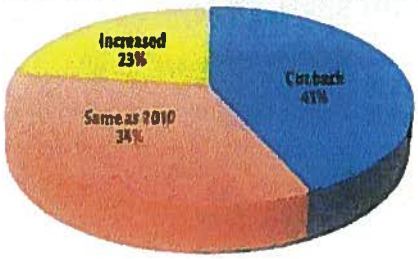
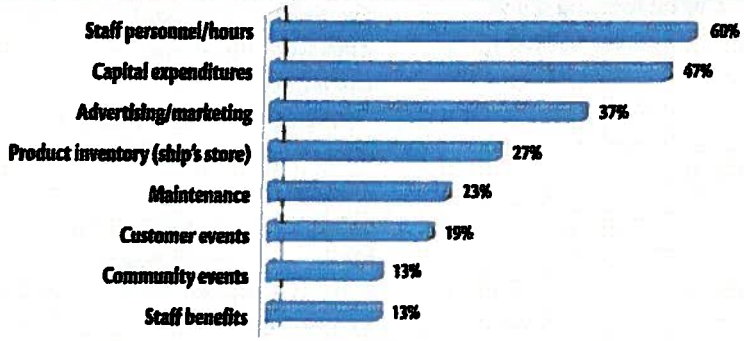


Figure 5-B: Cutbacks in Expenses



Occupancy

Looking at another indicator of industry health and a strong factor in net profit results, overall occupancy levels across the board, compared to 2010, were split fairly equal. Thirty-six percent reported higher occupancy levels, while 33% reported levels equal to last year and 30% had lower occupancy. (See Fig. 3-A.)

Regionally, the percentage of facilities that saw increased occupancy levels varied, with the highest increases in the South (47%). The Midwest region saw 31% with higher occupancy rates but also 33% of facilities with lower occupancy. Across the regions, the percentages for lower occupancy rates averaged around one-third, with the highest percentage of lowered levels in the West (35%). The facilities with higher or equal occupancy rates varied much more across the regions. (See Fig. 3-B.)

Slip size

Marinas and boatyards vary greatly not only by their location but also by size. In looking at occupancy rates at different sized facilities, those with 150 to 200 slips (wet and dry) experienced the highest number of occupancy increases in 2011 (46%). One hundred to 149-slip facilities and 200- to 249-slip facilities also saw significant occupancy increases (40%).

Smaller facilities (under 49 slips and 50 to 99 slips) experienced lower occupancy rate increases, but they maintained a higher percentage of occupancy levels equal to 2010. However, facilities under 49 slips also experienced the highest number (38.5%) of lowered occupancy levels.

The larger facilities also experienced a larger percentage with lowered occupancy levels (200- to 249-slip facilities and those with more than 250 had 35% and 32% with lower rates, respectively). Medium-sized marinas and boatyards (100 to 149 slips and 150 to 200 slips) had the largest increases in occupancy rates and the lowest decreases. (See Fig. 4-A.)

In terms of net profits, the 150- to 200-slip and 200- to 249-slip facilities had the highest number of facilities achieving a higher net profit for 2011 (73% and 60%, respectively). Facilities under 49 slips and those with more than 250 slips experienced the largest percentage of decreased net profits (32% and 33%, respectively), but a much larger portion of facilities under 49 slips maintained profit levels equal to 2010 (44%), while only 24% of facilities with more than 250 slips maintained equal profits for 2011. Fig. 4-B compares net profit for all facility sizes.

Expenses

Trimming expenses is always a hot topic in times of economic woe, and not surprisingly, the majority of respondents still cut back on expenses for 2011 (43%). Thirty-four percent maintained the same expenses as 2010, and 23% increased their expenses for 2011. (See Fig. 5-A.)

Of the majority that cut back on expenses, most cut back on staff personnel and hours (60%), capital expenditures (47%) and advertising/marketing (37%). Fig. 5-B shows areas where

facilities indicated that they made additional cut backs for 2011.

Many facilities continue to reduce expenses in an effort to run a more efficient and cost-effective facility. Barclay at Kewalo Basin Harbor found major savings by renegotiating vendor contracts. For example, oil disposal used to cost the facility $14,000 a month. Now, under renegotiations, Barclay pays only $2,800 a month for disposals. The facility itself, under new management from Almar Management, has made quite a turnaround. At 50% occupancy in 2009, "By November 2010, we were dancing with 100 percent occupancy," Barclay said. By establishing sound management practices and finding significant cost and labor savings, this growth has positioned the facility for a $25 million expansion, which it is currently negotiating.

At Anna Point Marina in Mineral, Va., the owner has increased his expenses for accessory inventory to match an expanding wakeboard/surfer market. "We've seen that grow constantly," said owner Al Gajarsky. By March 2012, he hopes to open a new 300,000-square-foot facility for surfboards, paddleboards, and other accessories and retail gear. At 90 miles from the White House, Gajarsky said activity on the lake is growing, and the door is wide open for this market.

Most facilities these days do not have the luxury of making vast expansions. West Access Marina made major cutbacks in 2008, as the economy began to flop, Golding said. The nearly 500 wet and dry slip facility had 15 employees that year and now has six. Over the last three years, West Access Marina has also had to cut hours of service at its ship store, open eight hours, instead of 12. However, since the initial cuts three years ago, Golding said he has been able to maintain at that level. He doesn't expect to make a net profit this year, but mostly because of high water that limited access to the lake and limited his access to customers. Overall, Golding said 2011 maintained the status quo of 2010, and without the water event, the facility might have had an increase in profits this year. It was a rough year for weather across the country, and many had damaged facilities and profits due to weather.

Products/services

Whether a facility defines itself by the products and services it offers boaters, its ability to increase occupancy and net profits and ultimately, grow depend greatly on the viability of those products and services. Most revenue sources, according to the survey results, had higher revenues this year. Fig. 6 shows revenues for 2011 in 15 different product and service categories.

Overall, the 39% of respondents that offered used boat sales saw the largest increase in revenues at 57%. Fuel sales (47%) and boat rental (46%) ranked high for increased revenues as well. At Scorpion Bay Marina in Morristown, Ariz., McSparen said he saw increases in every one of his product and service offerings, especially boat rental, which was up 30% this year alone.

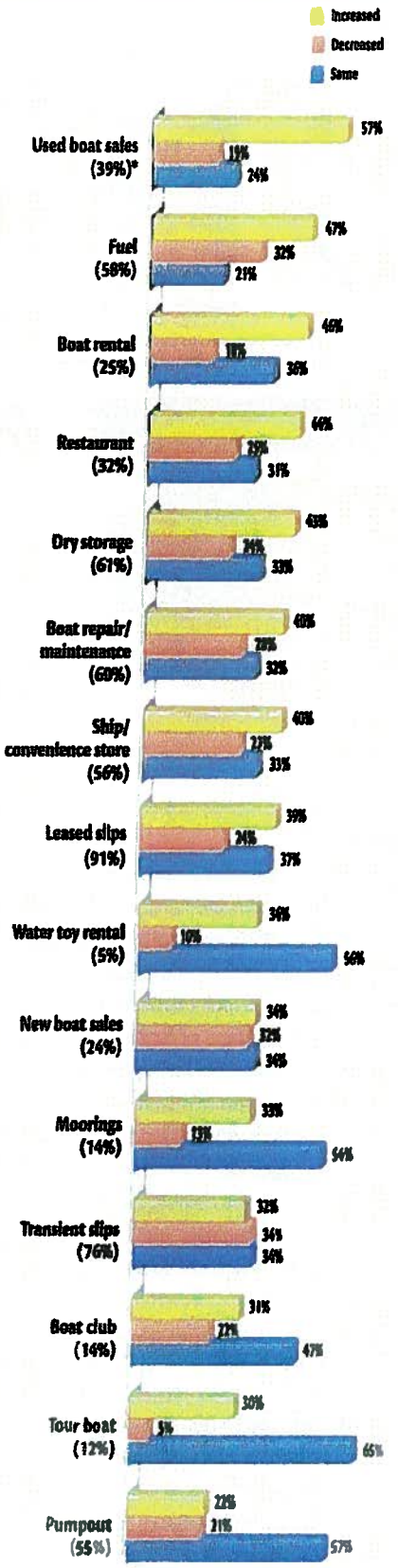
Thirty-two percent of facilities also saw a decrease in fuel sales revenue. While the largest decrease in service revenues was with transient slips, which had 34% percent of facilities experiencing decreased revenues in 2011, an almost equal percentage increased transient slip revenues (32%) or matched 2010 levels (34%).

The overall look at product and service revenues will paint a general picture of revenue growth and decline, but with the diversity of the marina and boatyard industry, those numbers tend to vary greatly by region.

This regional analysis looks at the top five most offered products and services, according to survey respondents—leased slips (91%), transient slips (76%), dry storage (61%), boat repair/maintenance (60%), and fuel (58%).

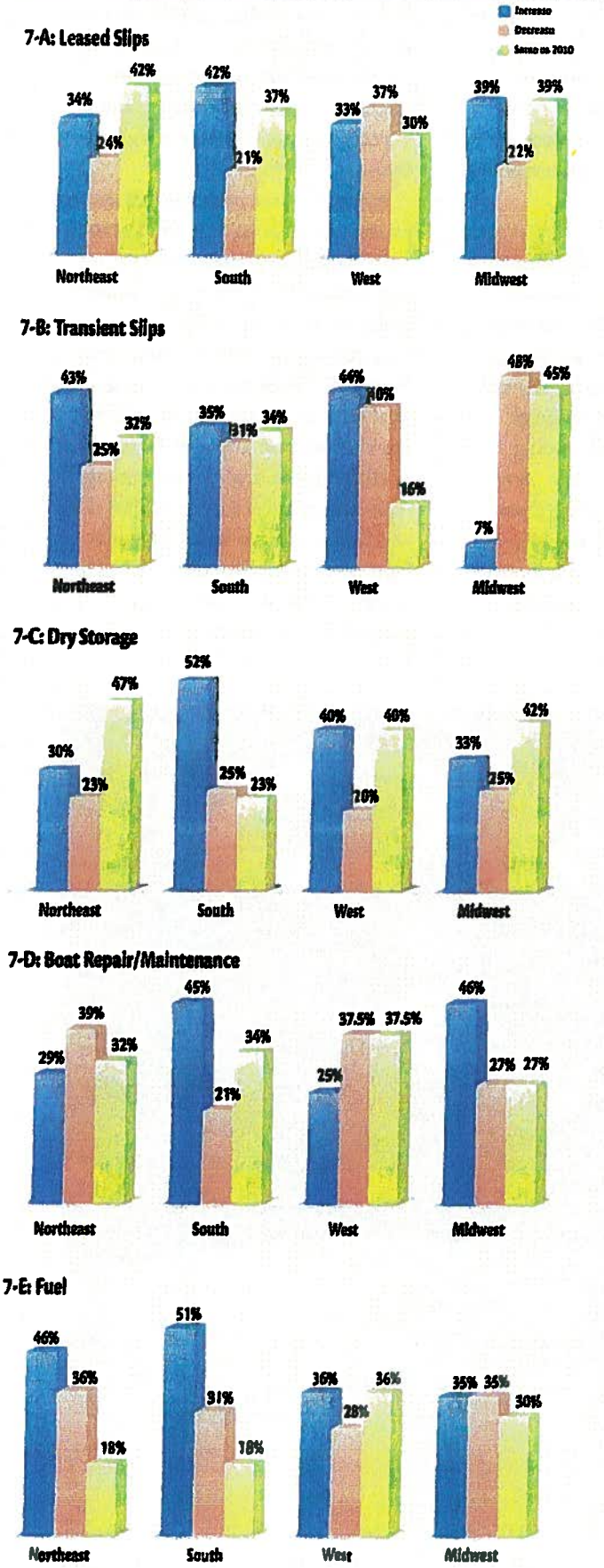
In the number one offered service, leased slips, the results seem the most similar across regions. The South and

Figure 6: Product/Service Revenues (compared to 2010)



* Indicates overall percentage of respondents, offering that product/service

Figure 7: Revenues for Top 5 Products/Services per Region



Midwest saw almost equal increases in leased slip revenues at 42% and 39%, respectively.

The West saw a significantly larger decrease in revenues (37%), compared to the other regions, which were between 21 and 24%. Overall, aside from the West, all the other regions had more revenues increases or at least maintained revenues for leased slips, than decreased for this year. (See Fig. 7-A.)

The market place is constantly changing and with a potentially shrinking market, facilities need to do more to serve customers with the type of rental they want. When the recession took away 30% of the customers at Anna Point Marina, Gajarsky helped his slip revenue numbers by accepting seasonal rentals, instead of just annual contracts.

The overall look at transient slips paints a fairly equal picture. However, a regional analysis of transient slip revenues show vast differences across the country. While the majority of respondents in the Northeast, South and West reported a higher percentage of increased transient slips revenues, only 7% of facilities in the Midwest reported an increase. In addition, 48% of Midwestern facilities saw decreased transient slip revenues. Looking at other decreases in transient slip revenues, the West followed with 40% but was balanced somewhat by 44% of facilities that reported an increase in revenues. The Northeast had the second largest transient slip increase (43%), and only 25% of facilities had decreased revenues, compared to 2010. (See Fig. 7-B.)

Dry storage revenues across the regions mirrored the overall results for the most part. The South varied more significantly from the overall 43% of facilities with increased dry storage revenues at 52%. Facilities across all the regions that reported decreased dry storage revenues were fairly close to the 24% average. The facilities that reported equal dry storage revenues to 2010 varied the most. The Northeast had the largest number of facilities maintaining revenues at 47%, but the lowest number with increased revenues (30%). The region with the highest increase, the South, also reported the lowest percentage of facilities that maintained 2010 revenues (23%). (See Fig. 7-C.)

Boat repair and maintenance, like transient slip revenues, vary widely across the different regions. While an overall average of 40% of the facilities saw an increase in repair revenues, the South and the Midwest saw significantly higher increases, 45% and 46%, respectively, while the Northeast and the West saw more modest increases in repair and maintenance revenues, 29% and 25%, respectively. The Northeast and West also had a large number of facilities that reported decreased revenues, 39% and 38%, respectively. (See Fig. 7-D.)

For facilities with increased fuel revenues, the four regions were fairly equal with the South and Northeast slightly higher. The West and Midwest were about 10% below the average for fuel revenue increases across the country. Decreases in fuel revenues were even more closely equal across the regions. The Midwest and the West had a much higher percentage of

facilities that maintained their 2010 fuel revenues, compared to the Northeast and the South; however, the later had much larger increases in fuel revenues. (See Fig. 7-E.)

Moving ahead

At West Access Marina, high water levels on the lake limited Golding's ability to make a profit. His fuel sales dropped to nearly nothing, since boaters couldn't get in and out of the lake. Despite the bad weather this year, he still looks to the overall economy, which has hit his market in Southern Illinois hard, as cause for concern. In addition, he said he's going to too many funerals. "The boating population is aging, and I don't see the younger generation coming up to take their place," Golding said.

Overall, 78% of facilities said their customers plan to return next season or keep their year-round slips. Half of the survey respondents are optimistic about 2012, 10% are pessimistic about the future, 30% expect 2012 to be similar to 2011, and 8% can't make a definite determination. Still, twenty-one percent of facilities said that their boaters are unsure about their boating future, creating a palpable sense of uncertainty for some in the future.

"Looking forward, one of the things we see in this industry is the lack of sales of new boats, and that's a concern," said Vivenzio. For 2010 and 2011, his facility has maintained pretty steady after its drop in 2009, but Vivenzio has concerns for the future. He echoed Goldings' concern about a shrinking boating population. "We're not seeing a lot of new customers," Vivenzio said. "If your existing customers get old, then you need new customers to replace them, and we're not seeing that happening right now."

Yet in Arizona, McSparen is anticipating continued growth at Scorpion Bay Marina for 2012. At Kewalo Basin Harbor, Barclay is itching to expand his facility for the severely underserved Hawaiian market, and he expects to see an increase in megayacht business next year.

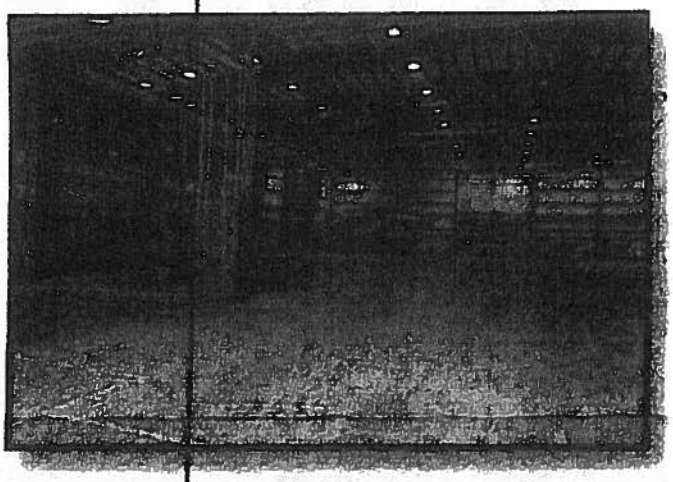
While most are probably hesitant to expect any great gains in 2012, there's hope for steady growth that will eventually lead to pre-recession levels, and some have better than average expectations for 2012. At Anna Point Marina, Gajarsky saw the increased boat sales that many have not seen, on track for his best year ever. "If you look at 2012, based on what's happening right now, it looks darn good," he said, which he credits to building a great reputation and reinvesting a lot of his profits back into the business to support future growth. ⚓

CIRCLE 113

As seen in Nor'westing

Seaview Boatyard Brings Dry Moorage to Bellingham

And it may even be "cheaper than free"



One concept that has been very quickly embraced by recreational boaters in the Pacific NW is the concept of "dry moorage". Most pleasure boats are unused for 80-90% of any given year. For many boat owners, the cost of mooring a 40-foot vessel in a traditional "wet" slip can add up to a regular expenditure of $7,000 to $10,000 per year. Dry moorage is typically less expensive than keeping a boat in a slip.

Many boaters living in the major population areas of central Puget Sound prefer to do their serious recreational boating in the northern waters of our state. Alas, on any boat with relatively decent fuel economy it takes almost all weekend to run from Seattle to the San Juan Islands and back, (leaving no time to enjoy the destination). Speedy boats that can run from Seattle to Friday Harbor in 2-3 hours may use hundreds of dollars in fuel en route (leaving no money with which to go out to dinner). Boaters who live in central Puget Sound but desire to do their boating in the San Juans have begun dry mooring their boats at ports located primarily in Skagit County. Beginning a cruise at one of the gateways to the San Juans makes boating in the islands feasible on any sunny weekend, rather than only during extended annual vacations.

Seaview Boatyard has now opened an enormous new dry moorage facility at its Seaview Yacht Service yard in Fairhaven. (Fairhaven is the funky, charming, 19th Century district immediately south of the city of Bellingham). Like Skagit County, Fairhaven's Whatcom County location permits a very short cruise from home port to any destination in the San Juans. One of the most popular islands, Sucia, is especially convenient to boaters departing from Bellingham Bay. Boaters preferring to spend a weekend in the Canadian Gulf Islands get an additional head start when departing from Bellingham.

We will examine some of the specific economics of heated, indoor storage in this article, but let us consider for a moment the irreplaceable value of time. Whatever premium value we place on our available recreational time, dry moorage in a more northern location allows central Puget Sound area boaters to spend much more of that time in the San Juans.

Many dry storage facilities are outdoors, but Seaview's new facility keeps boats in a heated, dry, 30,000 square foot enclosure. (The building is part of an old boat factory). Seaview is advertising a rate of $10 per foot to boaters who sign a 12 month lease. Using a 40-foot boat as an example, we examined the cost of dry mooring at Seaview's new Bellingham yard, and with everything taken into consideration the annual cost ($4800) might even be "cheaper than fee."

Consider electricity. A boat stored in a heated building won't need one or two very inefficient space heaters aboard to prevent freeze ups during the winter. If $75 per month is saved for six months, the $4800 cost is really reduced to $4350.

Consider bottom paint and zincs. Barnacles don't grow on dry stored boats, and zincs don't erode. It wouldn't be unusual to get 2-3 times the wear out of a bottom paint job or a new set of zincs on a dry moored boat. For purposes of calculation, let's conservatively say that extending the life of bottom paint and zincs saves a dry moorage boater $800 per year. The $4350 figure from the previous paragraph is reduced to $3550.

Consider canvas. A boat moored indoors does not leave canvas exposed to damage from rain, wind, and UV rays. If the life expectancy of a $20,000 canvas job on a boat moored in an outdoor slip is a dozen years and indoor dry moorage extends that life expectancy to 20, the savings will average over $650 per year. The $3550 actual cost is reduced to $2900.

There are many other ways to realize savings with indoor heated moorage. Lines and fenders will last longer (estimate $200 per year), a wax job will last much, much longer (estimate $600 per year), and teak decks and brightwork will require less upkeep and fewer repairs.

It wouldn't be difficult to compile a list of $3-4,000 in annual savings that could be realized through indoor dry moorage of a 40-foot boat. A reader might ask, "So how can that be cheaper than free? If you spend $4800 and save $4000, you're still putting out $800 per year for moorage, aren't you?"

Consider fuel savings. A car that gets 25 mpg on the highway can leave Seattle and arrive in Fairhaven in less than 90 minutes, and even at $4 per gallon the fuel cost of getting from Seattle to Fairhaven will be roughly $15. An 8-knot boat that burns five gallons per hour will spend about 10 hours motoring from Seattle to Bellingham, and at $4 per gallon will burn $200 in fuel during the cruise. (A 20-knot boat that burns 50 gallons per hour could cruise from Seattle to Bellingham in about 4 hours, at a cost of about $800 for fuel).

For boaters bound for the San Juan Islands or points north, annual fuel savings will more than offset the $800 that remained from previous considerations. Therefore, indoor dry moorage at Seaview Boatyard's new facility in Fairhaven will indeed prove to be an option that is "cheaper than free" for many central Puget Sound area boaters.

Seattle's Best Marinas

FREE Shuttle to downtown Ballard!

Shilshole Bay Marina

Celebrating 50 years!!

SHILSHOLE BAY MARINA

A PORT OF SEATTLE PROPERTY

Monthly moorage available for 50¢ for the first month with a signed 6 month agreement. Restrictions apply, ask for details. Good during the boat show only.

Yacht Clubs Welcome! Bring your group of 10 or more boats and your group could receive a dining gift card courtesy of Ray's Boathouse for $100! Must make reservation by end of February 2012!

Call now for reservations! 206-787-3006

Fishermen's Terminal

FISHERMEN'S TERMINAL

A PORT OF SEATTLE PROPERTY

Yacht Clubs Welcome! With restaurants and amenities on-site it is a great place for groups! Perfect 4th of July location!

Recreational Moorage available: Free parking, restrooms, self serve pumpoute, 24-hour security, showers and shore power available.

Short term Summer Moorage available June - Sept 15, great summer lake location!!

Call now for reservations! 206-787-3395

BELL HARBOR MARINA

A PORT OF SEATTLE PROPERTY

Bell Harbor Marina

Flat rate in February! $20/night Sun-thurs!

Stay in guest moorage in February, Sun-Thurs night and pay a flat rate of $20/night!

With the stadiums so close by make sure to make your reservations for you game day event today!

Call now for reservations! 206-787-3952

ATTACHMENT 2

Moorage Available

Join us in celebrating our 50th Anniversay by reserving your 50¢ monthly moorage.

- **Qualified applicants receive 50¢ moorage for the 1st Month with signed 6 month agreement**
- **Must not have been a marina customer since August 1, 2011**
- **Promotion only runs during Seattle Boat Show January 27—February 5, 2012**
- **Must turn in physical applications between January 27—February 5, 2012**
- **Must take moorage by April 1, 2012**
- **Other restrictions may apply**

Please take this great opportunity to SAVE BIG for you and your friends. Offer is valid based on availability. For more information, please contact the marina office at (206) 787- 3006 or SBM@portseattle.org. You can also visit our booth at the Seattle Boat Show at booth # East 720.

50¢ Moorage Certificate

Bring this announcement to the boat show or the front office to receive this special promotion.

Shilshole Bay Marina
(206) 787 - 3006

Shilshole Bay Marina
7001 Seview Ave NW, Suite 100, Seattle, WA 98117
Phone: (206) 787 - 3006 or (206) 601 - 4089
Email: SBM@portseattle.org
www.portseattle.org

SHILSHOLE BAY MARINA
A PORT OF SEATTLE PROPERTY

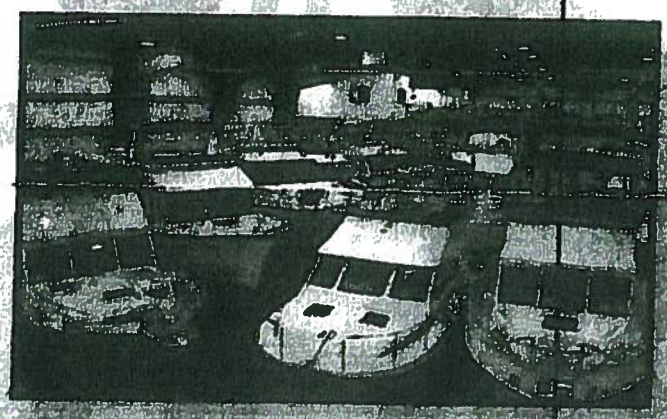
For office use:

Customer Name: _____ Boat Size: _____ POS Staff: _____

DRAG QUEEN

ATTACHMENT 2

TOP SEVEN REASONS TO KEEP YOUR BOAT INSIDE OUR BUILDING



1. The San Juans and Gulf Islands aren't just for vacations anymore... they're only minutes from Bellingham, perfect for weekend cruising.
2. Just $10/ft/month when you sign up for a 1-year lease before April 31, 2012. Considering the savings by dry mooring your boat inside our building you'll be money ahead when compared to wet moorage!
3. No damage to canvas, decks, brightwork, paint, gelcoat and equipment from snow, rain, wind or UV.
4. Our heated building eliminates costly winterization and heating bills.
5. Bottom paint and zincs last longer.
6. Full service boatyard onsite for off-season repairs and modifications.
7. Take advantage of special savings and discounts offered only to our storage customers.

As an alternative, you can get many of the benefits listed above by dry storing your boat in Bellingham at our outdoor storage yard for just $5/ft/month.

Call Amber at 360-594-4314 for more information and details.

SEAVIEW BOATYARD & YACHT SERVICE
SEATTLE · BELLINGHAM

SEAVIEW WEST
At Shilshole Bay Marina
206-783-6550
west@seaviewboatyard.com

SEAVIEW NORTH
At Squalicum Harbor Marina
360-676-8282
north@seaviewboatyard.com

SEAVIEW YACHT SERVICE FAIRHAVEN
in Bellingham's Fairhaven District
360-594-4314
fairhaven@seaviewboatyard.com

www.seaviewboatyard.com

Offer valid until April 31, 2012. Prices subject to change without notice

Proposed Contract Pricing Strategy

1. Yearly Contract Pricing

The yearly contract pricing would offer a price at a lower rate than the month-to-month pricing and be in effect for 12 months from the date it is signed. This yearly contract pricing will be offered to all boats over 26' in length.

The yearly contract rate would be calculated by multiplying the monthly moorage rate by 11 then dividing the total by 12. The tenant's monthly moorage rate would be reduced by one month with the savings spread out over 12 months. At the end of the contract the tenant would have the option to switch to any of the other pricing plans offered at that time or renew the contract.

Example:

- Current monthly pricing for a 40' boat:
  - $234.61 X 12 months = $2815.32 annually
- Proposed yearly pricing for a 40' boat:
  - $234.61 X11 = $2580.71 annually
  - $2580.71 / 12 = $215.06 monthly

Using this example the tenant would realize a monthly savings of $19.55 per month or $234.61 per year.

2. Small Boat Pricing

The Oak Harbor Marina has 108, twenty-four foot (24') boat slips (64 open and 44 covered) on A and B docks. Historically these 24' slips fill up in June, July and August then empty in the fall, winter and spring months. In order to generate revenue from these smaller slips during the fall, winter and spring the Marina can offer a "Small Boat" contract for boats between 24' and 26'.

The small boat pricing contract proposes $55.00 per month from September through May for both the covered and uncovered slips. This pricing can also include a slip, fence line parking for the boat trailer and a hoist in. In June, July and August, the moorage rate for these smaller slips would revert to the current month to month rate. Therefore the customers have an option to pay only three months at full price and get 9 months of reduced rates. The $55 rate is proposed since it is an equivalent to the rates of dry storage.

3. Winter Moorage

There is a growing trend for boat owners with boats in the 40' – 50' range to store their boats on the "hard" for the winter months. In order to offset this trend some marinas are offering special winter moorage rates for the larger boats.

The winter moorage rates proposed for the Oak Harbor Marina would be offered for south F dock and would be in effect from October – April. This pricing plan would be

for a minimum of 40' and be at a lower rate than the month to month pricing plan.

The winter moorage contract rate would be calculated by multiplying the current monthly moorage rate by 6 then dividing the total by 7. The tenant's monthly moorage rate would be reduced by one month with that savings spread out over 7 months. At the end of the contract the tenant would need to vacate the marina or pay the current guest rate.

Example:

- Current monthly pricing for a 40' boat:
  - $234.61 X 7 months = $1642.27 annually
- Proposed monthly winter pricing for a 40' boat:
  - $234.61 X6 = $1407.66 annually
  - $1407.66 / 7 = $201.09 monthly

Using this example the tenant would realize a monthly savings of $33.52 per month or $234.61 for the 7 months.

Financial Impact

It cannot be predicted with certainty that the contract pricing will be popular with the marina customers. Initial queries with other marinas in the area, that offer contract pricing, yielded mixed results (Exhibit A). The offers proposed for the Oak Harbor Marina are slightly different than some of the offers by nearby marinas. If the contract pricing proves popular to the existing marina tenants, there may be an immediate financial impact in the current year and potentially 2013. The chart below displays how much the immediate financial impact would be if 100% of the existing tenants take advantage of the special pricing. The chart also displays the size and number of boats needed to offset the immediate financial impact.

This chart does not take in account any revenue that may be generated from winter moorage on south F dock and G dock or from commercial fisherman. It also does not include revenue that may be generated from the larger slips on the same docks.

Dock	Current Monthly Revenue	Proposed Monthly Revenue	Size of boat	Number of boats needed to offset loss of revenue.
A	$2,363.49	$1,566.01	24'	15
B	$3,685.64	$2,772.57	24'	17
C	$13,238.52	$12,135.35	40' covered	4
D	$8,193.62	$7,510.82	28' uncovered	5
E	$9,022.46	$8,270.83	32' uncovered	5
S	$2,997.19	$2,747.42	Currently at 100% capacity.	
North F dock	Will remain month to month.			
Total	**$39,500.92**	**$35,003.00**		

Notes:

1. Revenue loss per month - $4,497.92
2. Revenue loss in 2012 - $26,353.79
3. Revenue loss in 2013 - $ 48,843.39
4. This revenue loss assumes that 100% of the current tenants would enter into a contract.

The assumed revenue losses and its impact on the Marina Budget are reflected in a spreadsheet on Exhibit B. These assumed losses are based on a scenario of no increase or decrease in occupancy. A sample contract (Exhibit C) has also been provided for your reference.

Exhibits:
Exhibit A – Emails from other Marinas
Exhibit B – Spreadsheet on assumed impacts on the Marina budget
Exhibit C– Sample Contract

Cac Kamak

From: sg-pcc-bounce@lists.rockisland.com on behalf of Cheryl Maynard [cmaynard3@wildblue.net]
Sent: Friday, April 27, 2012 9:11 AM
To: sg-pcc@lists.rockisland.com
Subject: [sg-pcc] Re: Yearly Contract Moorage Questions

Hi Chris, answers below.

On Friday, April 27, 2012, Christopher Sublet wrote:

Hello All,

The Oak Harbor Marina has always used a "month to month" approach for moorage. Recently we have had several of our tenants ask about "yearly" contracts for moorage. Since we have never tried this before, we were wondering if anyone could provide feedback on the following questions:

1. What are the reasons that you would let someone terminate the contract early? We would not have any restrictions other than a 30 day notice to vacate.

2. Over the long term, do you find that tenants prefer the yearly contract option? We found that there are people that prefer to pay in advance. Not many but a few.

3. Do you offer a discount in exchange in for signing a yearly contract? Yes, we did.

4. Do you require or ask them to pay the entire year in advance? If, so is there an additional discount offered? Yes, no.

5. Have you found that yearly contracts attract more permanent moorage customers to your marina? No. What we did find was that we lost over $18000/year due to the discount. On the positive side, we got our money in advance and earned interest on it. The interest accrued did not make up for the loss due to the discount. We will now allow customers to pay in advance but do not give a discount.

We would also be interested in seeing how your yearly contracts are worded to protect your marina.

Thanks for all of the tips and information that all of you provide.

Chris Sublet

Marina Manager

360.279.4576

Cac Kamak

From: sg-pcc-bounce@lists.rockisland.com on behalf of Robin Leraas [RLeraas@portgrays.org]
Sent: Friday, April 27, 2012 9:21 AM
To: sg-pcc@lists.rockisland.com
Subject: [sg-pcc] Re: Yearly Contract Moorage Questions

Good morning Chris -

We have just undergone a 9 month process changing our rules and regulations and rate structure, and have changed the way we offer moorage. Moorage is calculated by the vessel LOA, or berth length whichever is greater for monthly and annual moorage. Our daily rates are based on the vessel length. We used to offer annual moorage from July 1 to June 30. If a customer sold his boat or if the boat sank he could cancel annual moorage and receive a refund otherwise if they canceled annual moorage we would charge the monthly rate retro-active from July 1. Our monthly rate was on a rolling month, we now charge for monthly moorage by the calendar month. We do offer a 3-month special for boats up to 30' LOA max. for $535.00 which includes an annual boat launch pass..

Robin Leraas
Westport Marina Manager
Westport Marina
A Facility of the Port of Grays Harbor
PO Box 1601
Westport, WA 98595
Ph: (360) 268-9665
Fax: (360) 268-9413
Email: rleraas@portgrays.org
www.portofgraysharbor.com

From: sg-pcc-bounce@lists.rockisland.com [mailto:sg-pcc-bounce@lists.rockisland.com] **On Behalf Of** Christopher Sublet
Sent: Friday, April 27, 2012 8:51 AM
To: sg-pcc@lists.rockisland.com
Subject: [sg-pcc] Yearly Contract Moorage Questions

Hello All,

The Oak Harbor Marina has always used a "month to month" approach for moorage. Recently we have had several of our tenants ask about "yearly" contracts for moorage. Since we have never tried this before, we were wondering if anyone could provide feedback on the following questions:

1. What are the reasons that you would let someone terminate the contract early? Annual moorage is non-refundable and non-transferable - Annual moorage is a huge discount over the monthly rate.
2. Over the long term, do you find that tenants prefer the yearly contract option? Yes, It is by far the best value depending on the size of your vessel length or berth length which ever is greater.
3. Do you offer a discount in exchange in for signing a yearly contract? 5% if paid prior to renewal date
4. Do you require or ask them to pay the entire year in advance? If, so is there an additional discount offered? We do offer a 4 consecutive monthly installment plan, if they sign up for this, they will

be assessed a $10.00 per month administrative fee. This is really a pain to administer, I would have preferred a two month installment.

5. Have you found that yearly contracts attract more permanent moorage customers to your marina? That will be determined this year with our smaller boats whose moorage may increase due to being on a longer berth and will have to pay more.

We would also be interested in seeing how your yearly contracts are worded to protect your marina.

Thanks for all of the tips and information that all of you provide.

Chris Sublet
Marina Manager
360.279.4576

Cac Kamak

From: sg-pcc-bounce@lists.rockisland.com on behalf of Dale Fowler [dalef@portofanacortes.com]
Sent: Friday, April 27, 2012 10:27 AM
To: 'sg-pcc@lists.rockisland.com'
Subject: [sg-pcc] Re: Yearly Contract Moorage Questions
Attachments: 12 for 11 Moorage AgreementFINAL.pdf

Hi Chris,

Cap Sante Boat Haven in Anacortes here...

I've attached our agreement for your review.
Please see response below.

Good luck on this.
Dale Fowler
Marina Manager
Cap Sante Boat Haven
Port of Anacortes
360-661-6194

From: sg-pcc-bounce@lists.rockisland.com [mailto:sg-pcc-bounce@lists.rockisland.com] **On Behalf Of** Christopher Sublet
Sent: Friday, April 27, 2012 8:51 AM
To: sg-pcc@lists.rockisland.com
Subject: [sg-pcc] Yearly Contract Moorage Questions

Hello All,

The Oak Harbor Marina has always used a "month to month" approach for moorage. Recently we have had several of our tenants ask about "yearly" contracts for moorage. Since we have never tried this before, we were wondering if anyone could provide feedback on the following questions:

1. What are the reasons that you would let someone terminate the contract early?

   For our regular month to month tenants-

   I've found that when a tenant terminates they expect to stop paying for moorage right then. At the best, we might hold them to pay until the end of the termination conditions on the moorage agreement (such as mandatory notice for 30 or 20 or 10 days prior to stopping billing) For decades we required a 30 day notice, which was always a big source of conflict with our tenants (when they terminated) because most of them forgot about the requirement until they told us they were actually gone. A few years ago we changed our policy. Our new policy does not require any prior termination notice, but we will not stop billing until the owner tells us that they want to stop the agreement AND the boat is actually gone. At that time we will pro-rate

them out of the slip and stop billing. NO arguments – no stress – Happy tenants and Office Staff.

For our yearly contract customers-

When they sign up for the yearly plan (it's a discounted yearly rate that they pay in advance), they fully understand (and acknowledge by signature) that they have obligated themselves for 12 months. If they leave sooner, too bad- we keep whatever is left on their account.

2. Over the long term, do you find that tenants prefer the yearly contract option?

   No. We have offered our plan for two years now and only 45 tenants out of about 850 (around 2%) have chosen our yearly plan. Most prefer the month to month option.

3. Do you offer a discount in exchange in for signing a yearly contract?

   Oh yah.... They get a sweet deal on this.

   We offer 12 months moorage for the cost of 11 months providing they pay it in one lump sum, in advance. For those that can afford it – it's a great return on their investment (about 8 ½ %) I'm sure everybody would like to get that return on their money these days! In addition..... we allow payment by credit card!

4. Do you require or ask them to pay the entire year in advance? If, so is there an additional discount offered?

   Yes, they have to pay in advance if they want that 8 1/2 % discount and card points.

5. Have you found that yearly contracts attract more permanent moorage customers to your marina?

   NO

   Over the past two years, we have not seen any new customers arrive because of this program. What we see is - our participating 12 for 11 customers are the ones who are not cash-strapped or payment problem accounts. They are the ones who have, and would, always pay their bills on time – so I wonder if there is much benefit for us (other than those happy 45 customers....)

   I feel that customers choose our marina for location – good facilities – great service and convenience, as long as the price is "reasonable" in their mind.

We would also be interested in seeing how your yearly contracts are worded to protect your marina.

Notes:

We have found that administering this program is considerably more labor-intensive for us.

In addition, we made the decision to accept credit card payment for this program, which we also pay the additional (2% or so) fee to the card company. Therefore we are ultimately seeing a 10%+ discount off our regular moorage rate which makes our customers extra happy to receive the credit-card points from that big charge.

MARINA REVENUES		2008	2009	2010	11 months of 2011	Estimated 2011	2012	2013	2014	2015	
410.00.318.020.0000	LEASEHOLD EXCISE TAX	25,877.40	43,612.04	26,629.42	23,432.39	31,243.19	29,887.81	30,784.45	31,707.98	32,659.22	0.03
410.00.334.002.3000	DNR GRANT - DERELICT VESSEL			5,669.87		-	-	-	-	-	0
410.00.334.002.4000	MARINA PARKS GRANT	8,076.42	2,453.38	6,167.55	93,335.42	5,565.78	5,565.78	5,565.78	5,565.78	5,565.78	0
410.00.334.040.2000	CTED DREDGING PLAN GRANT		41,189.54	17,073.46		-	-	-	-	-	0
410.00.341.070.0000	SALES OF MERCHANDISE - TAXABLE	335.00	-		745.05	812.78	500.00	515.00	530.45	546.36	0.03
410.00.346.050.0000	ENVIRONMENTAL COMPLIANCE	4,713.04	4,716.69	4,714.23	3,657.05	3,989.51	3,989.51	4,188.98	4,398.43	4,618.36	
410.00.347.030.1000	ELECTRICITY	48,009.76	45,717.92	47,411.98	38,788.30	42,314.51	42,314.51	44,430.23	46,651.75	48,984.33	
410.00.347.030.2000	GASOLINE	119,179.38	99,488.57	91,863.24	83,354.87	90,932.59	100,365.94	103,376.92	106,478.23	109,672.58	0.03
410.00.347.030.3000	DIESEL	172,609.62	111,601.66	140,535.02	143,544.48	156,593.98	145,335.07	149,695.12	154,185.98	158,811.55	0.03
410.00.347.030.3100	OTHER PETROLEUM	1,792.16	1,645.81	1,328.94	1,305.31	1,423.97	1,547.72	1,594.15	1,641.98	1,691.24	0.03
410.00.347.030.3300	KEY CARDS	250.00	165.00	2,330.00	135.00	135.00	720.00	741.60	763.85	786.76	0.03
410.00.347.030.3400	DOLLY	-	-	-	-	-	-	-	-	-	0.03
410.00.347.030.4000	GRID	-	-	-	-	-	-	-	-	-	0.03
410.00.347.030.4100	LAUNCHER/HOIST CARD LEASE	1,643.88	1,403.75	1,399.05	1,792.55	1,955.51	1,955.51	2,053.28	2,155.95	2,263.75	
410.00.347.030.4200	SHOWER - ICE	4,671.40	4,826.38	5,128.66	4,667.53	5,091.85	4,929.57	5,077.46	5,229.78	5,386.68	0.03
410.00.347.030.4300	GUEST MOORAGE	57,865.54	53,099.51	57,066.32	59,324.00	64,717.09	64,717.09	67,952.95	71,350.59	74,918.12	
410.00.347.030.4400	OTHER	-		290.85	261.11	284.85	250.00	257.50	265.23	273.18	0.03
410.00.347.030.4500	LAUNDROMAT	2,066.05	2,232.75	2,866.87	2,217.55	2,419.15	2,396.20	2,468.09	2,542.13	2,618.40	0.03
410.00.361.011.0000	INVESTMENT INTEREST	31,438.47	20,800.19	2,287.85		1,000.00	500.00				
410.00.361.040.0000	INTEREST ON TAXES (LEASEHOLD)	68.79	200.55	54.32	9.69	10.57	11.53	11.88	12.23	12.60	0.03
410.00.361.040.0200	INTEREST ON ACCTS RECEIVABLE	-			1.68	1.83	2.00	2.06	2.12	2.18	0.03
410.00.362.020.0000	HOIST CARD LEASE	552.67	871.00	1,537.00	1,879.90	2,050.80	1,252.87	1,290.45	1,329.17	1,369.04	0.03
410.00.362.050.0000	PERMANENT MOORAGE	720,313.42	739,658.42	742,976.92	580,588.39	633,369.15	610,019.15	591,680.11	670,104.12	752,449.32	
410.00.362.050.0010	MOORAGE - TEMP DREDGING FEE			21,612.01	58,677.49	64,011.81	61,651.93	61,651.93	61,651.93	61,651.93	
410.00.362.050.1000	LIVE ABOARD FEES	7,652.69	6,900.72	8,108.53	7,083.69	7,727.66	7,597.40	7,825.32	8,060.08	8,301.88	0.03
410.00.362.050.2000	PARKING-TRAILER STORAGE	11,677.54	11,936.85	15,001.28	10,395.77	11,340.84	11,340.84	11,907.88	12,503.28	13,128.44	
410.00.362.050.3000	STORAGE SHED	82,044.40	83,628.72	86,195.85	78,622.24	85,769.72	85,769.72	90,058.20	94,561.11	99,289.17	
410.00.362.050.3100	STORAGE SHED - NO TAX	2,794.40	1,018.20	1,068.84	935.30	1,020.33	1,020.33	1,071.34	1,124.91	1,181.16	
410.00.362.090.0000	OTHER CHARGES	2,738.05	2,880.98	2,880.98	2,880.98	3,142.89	2,910.72	2,998.05	3,087.99	3,180.63	0.03
410.00.367.011.0000	CONTRIBUTION/DONATION PRIVATE			1,250.00				-	-	-	0.03
410.00.369.010.0000	SALE OF SCRAP	1,983.06	405.00					-	-	-	0.03
410.00.369.081.0000	OVERAGES/SHORTAGES	0.96	(4.93)	1.90	36.07	39.35	9.32	9.60	9.89	10.18	0.03
410.00.369.090.0000	MISCELLANEOUS REVENUE	5,747.82	8,129.15	4,287.91	4,268.33	4,656.36	5,705.31	5,876.47	6,052.76	6,234.34	0.03
410.00.369.091.0000	MISC REVENUE - TAXABLE	1,053.38	3,234.59	1,373.35	567.00	618.55	1,569.97	1,617.07	1,665.58	1,715.54	0.03
410.00.381.010.0000	Loans Reveived-501 Line of Credit							-	-	-	0.03
410.00.382.010.0000	BOND PROCEEDS				2,516,834.70	-	-	-	-	-	0.03
410.00.395.020.0000	INSURANCE RECOVERIES		822.75	84,007.93		-	-	-	-	-	0.03
410.00.395.040.0000	GAIN (LOSS) DISPOSITION OF FA							-	-	-	0.03
410.00.397.000.0000	OPERATING TRANSFERS - IN							-	-	-	0.03
		1,315,155.30	1,292,635.19	1,383,120.13	3,719,341.84	1,222,239.60	1,193,835.81	1,194,701.88	1,293,633.27	1,397,322.74	

EXPENDITURES		2008	2009	2010	2011		2012	2013	2014	2015	
410.00.501.038.0100	DEPRECIATION EXPENSE	209,107.53	209,750.44	161,005.64	128,333.33	140,000.00	140,000.00	140,000.00	140,000.00	140,000.00	0.03
410.00.575.070.1100	SALARIES & WAGES	220,435.53	239,707.73	293,527.92	258,160.19	281,629.30	292,894.47	304,610.25	316,794.66	329,466.45	0.04
410.00.575.070.1200	OVERTIME	1,003.83	1,702.30	1,426.96	857.92	935.91	973.35	1,012.28	1,052.77	1,094.89	0.04
410.00.575.070.2100	PERSONNEL BENEFITS	82,545.49	89,907.34	114,504.22	101,780.06	111,032.79	121,025.74	131,918.06	143,790.69	156,731.85	0.09
410.00.575.070.3100	OFFICE & OPERATING SUPPLIES	12,045.40	12,948.08	19,000.43	16,389.54	17,879.50	18,415.88	18,968.36	19,537.41	20,123.53	0.03
410.00.575.070.3200	OPERATING SUPPLIES	1,133.92	11,582.91	8,503.51	808.49	881.99	908.45	935.70	963.77	992.69	0.03
410.00.575.070.3400	ITEMS PURCHASED FOR RESALE	283,687.69	175,652.43	201,735.01	182,018.61	198,565.76	204,522.73	210,658.41	216,978.16	223,487.51	0.03
410.00.575.070.3500	SMALL TOOLS & MINOR EQUIPMENT	12,457.34	5,210.24	9,962.88	2,408.29	2,627.23	2,706.04	2,787.22	2,870.84	2,956.97	0.03
410.00.575.070.4100	PROFESSIONAL SERVICES	242,821.52	14,230.60	7,749.66	12,994.58	14,175.91	14,601.18	15,039.22	15,490.39	15,955.11	0.03
410.00.575.070.4200	COMMUNICATIONS	8,818.53	8,810.09	9,234.51	6,619.76	7,221.56	7,438.20	7,661.35	7,891.19	8,127.93	0.03
410.00.575.070.4300	TRAVEL	2,665.91	807.92	-	1,085.47	1,184.15	1,219.67	1,256.26	1,293.95	1,332.77	0.03
410.00.575.070.4400	ADVERTISING	4,846.60	5,601.67	8,330.62	5,842.62	6,373.77	6,564.98	6,761.93	6,964.79	7,173.73	0.03
410.00.575.070.4500	OPERATING RENTALS & LEASES	45,643.71	30,982.79	109.21	1,261.75	1,376.45	1,417.75	1,480.28	1,504.09	1,549.21	0.03
410.00.575.070.4600	INSURANCE	32,123.71	25,100.20	24,861.96	18,936.50	20,658.00	21,277.74	21,916.07	22,573.55	23,250.76	0.03
410.00.575.070.4700	PUBLIC UTILITY SERVICES	82,105.08	83,303.57	84,729.13	72,400.57	78,982.44	84,511.21	90,427.00	96,756.89	103,529.87	0.07
410.00.575.070.4800	REPAIR & MAINTENANCE	83,365.63	33,443.38	30,934.70	38,050.63	41,509.78	42,755.07	44,037.72	45,358.86	46,719.62	0.03
410.00.575.070.4900	MISCELLANEOUS	38,877.91	29,974.57	29,880.96	28,853.05	31,476.05	32,420.34	33,392.95	34,394.73	35,426.58	0.03
410.00.575.070.5000	LEASEHOLD EXCISE TAX	13,862.75	6.74	(2.48)	(0.60)	(0.65)	(0.67)	(0.69)	(0.72)	(0.74)	0.03
410.00.575.070.6000	CAPITAL OUTLAY NON-CAPITALIZED						-	-	-	-	0.03
410.00.575.070.6400	CAPITAL OUTLAY-EQUIPMENT						-	-	-	-	0.03
410.00.575.070.9800	INTERFUND CHARGES-LABOR POOL	57.73	5,097.31	18.45	2,196.00	2,395.64	2,491.46	2,591.12	2,694.77	2,802.56	0.04
410.00.575.070.9900	OTHER INTRFUND SERVICES & CHGS	1,185.94		3,787.90	9,605.49	10,478.72	10,897.87	11,333.78	11,787.13	12,258.62	0.04
410.00.575.075.4800	REPAIR & MAINTENANC3 - CV Grant	311.36					-	-	-	-	
410.00.575.078.9800	INTRFUND REPAIRS & MAINTENANCE	3,194.55	1,236.00	2,460.42	2,285.00	2,492.73	2,567.51	2,644.53	2,723.87	2,805.59	0.03
410.00.575.078.9900	INTRFND CONTRIBUTIONS	5,257.00	4,068.00	4,068.00			-	-	-	-	0.03
410.00.575.078.9905	INTRFND TECHNOLOGY CONTRIB.	-	4,898.00	4,500.00	4,050.00	4,418.18	4,550.73	4,687.25	4,827.87	4,972.70	0.03
410.00.575.080.4900	ENVIRONMENTAL COMPLIANCE	4,814.26	4,103.79	3,449.65	193.00	210.55	216.86	223.37	230.07	236.97	0.03
410.00.582.079.7200	PRINCIPAL						-	-	-	-	
410.00.582.079.7100	GO BOND PRINCIPAL					125,000.00	125,000.00	100,000.00	100,000.00	100,000.00	
410.00.582.080.7900	REPAY OF INTRFND LOAN						-				
410.00.588.080.0000	PRIOR YEAR CORRECTIONS						-				
410.00.592.079.8300	INTEREST EXPENSE				715.43	59,238.00	85,053.00	84,053.00	82,903.00	81,403.00	
410.00.592.079.8300	INT. EXPENSE & OTHER DEBT COSTS						-	-	-	-	
410.00.594.070.6200	BUILDINGS & STRUCTURES				40,601.95	-	-	-	-	-	
410.00.594.070.6400	MACHINERY & EQUIPMENT				87,962.66	-	-	-	-	-	
410.40.575.070.6300	CAPITAL OUTLAY-IMPROVEMENTS						-	-	-	-	
410.40.588.080.0000	PRIOR YEAR CORRECTIONS						-	-	-	-	
410.00.597.000.0000	OPS TRSF OUT OTHER FINANCING		25,000.00	25,000.00	22,916.63	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	0
410.00.597.099.1100	OPS TRSF OUT I/C/A SALARIES		90,927.00	91,178.00	89,079.87	97,178.04	101,065.16	105,107.77	109,312.08	113,684.56	0.04
410.00.597.099.2100	OPS TRSF OUT I/C/A BENEFITS										
		1,392,368.92	1,114,053.10	1,139,957.26	1,136,406.79	1,282,921.77	1,350,494.73	1,368,483.19	1,413,694.81	1,461,082.70	
Surplus (Deficit)		(77,213.62)	178,582.09	243,162.87	2,582,935.05	(60,682.17)	(156,658.92)	(173,781.31)	(120,061.55)	(63,759.96)	
Targeted Operating Margin							250,000.00	250,000.00	250,000.00	250,000.00	
Target Deficit							(406,658.92)	(423,781.31)	(370,061.55)	(313,759.96)	
Beginning Fund Balance January 1							548,542.02	798,542.02	1,048,542.02	1,298,542.02	
Ending Fund Balance, December 31							798,542.02	1,048,542.02	1,298,542.02	1,548,542.02	
Projected Rate Adjustment							0.00%	5.00%	5.00%	5.00%	

P:\Marina Committee\2012 Marina Committee\Agenda Packet\May\Copy of Marina Rate Model 05-03-12 with adjusted loss.xls

OAK HARBOR MARINA
1 YEAR LEASE MOORAGE AGREEMENT

THE CITY OF OAK HARBOR, hereinafter referred to as "City", hereby grants to the undersigned boat owner(s), hereafter referred to as "Owner", a license for the boat hereafter referred to as "Boat" and designated below to occupy a berth space at the City's Marina on the following terms and conditions:

1. RESERVED BERTH LICENSE FEE. To obtain a reserved berth, Owner hereby agrees to pay in advance, on or before the tenth day of each month, the monthly fee provided by the City's posted Schedule of Rules, Regulations and Charges. The City reserves the right to change this posted Schedule at any time during the term of this Agreement. Failure by Owner to pay fees and all other charges provided in the Schedule on time will result in loss of a reserved berth and may result in other actions by the City as outlined in Paragraph 4. This Agreement shall not become effective until Owner pays the City the initial monthly fee indicated below and also pays an equal sum which shall be held by the City as a security deposit for sums due to the City. Application of the deposit by the City to debts of the Owner shall not release the Owner for amounts owed in excess of the deposit. THE OWNER, AS IDENTIFIED HEREIN, IS RESPONSIBLE FOR PAYMENT OF MOORAGE UNDER THE TERMS OF THIS CONTRACT UNTIL EITHER (1) HIS VESSEL IS REMOVED FROM THE MARINA, OR (2) RESPONSIBILITY FOR PAYMENT OF MOORAGE FOR HIS VESSEL IS ASSUMED BY ANOTHER THROUGH PROPER EXECUTION OF A REPLACEMENT CONTRACT.

2. BERTH CHANGES. The City reserves the right to change berth assignments as necessary for the efficient operation of the Marina or for other causes. In the event of such changes, Owner shall receive a berth as nearly comparable in location to his former berth as is available.

3. UTILITIES AND SERVICES. Owner agrees to pay for all electricity and other utilities or services which shall be furnished to his berth at the established rates provided by the then applicable Schedule of Rates posted by the City or, if not covered by such, a posted Schedule, as established by the Harbor Master. The City does not guarantee continuity of utility services to a berth and, specifically with regard to electric service, does not guarantee the continuity or characteristics of such service and its compatibility with the boat's electric circuit protector, if any.

4. DEFAULT. In the event the Owner does not timely pay, as herein provided, the fees or other charges, or both, which are accrued in favor of the City, or the Owner otherwise violates the provisions of this Agreement, the City may, without any advance notice, take possession of the boat, its tackle, apparel, fixtures, equipment and furnishings, and retain such possession at the Marina or elsewhere until all charges then owing, and all charges which shall thereafter have accrued, are fully paid, and all other violations of this Agreement have been cured. In addition, and at its option, the City may, on 30 days' written notice, mail to the Owner's address, below stated, a notice to terminate Owner's right to further berthage under this Agreement, all without prejudice to the right of the City to collect fees and utility charges under this Agreement until such time as the vessel is removed from the Marina. The remedies thus provided herein are in addition to, and are not in lieu of, any other rights which the City may have by virtue of Federal, State and Local Statutes, Ordinances and Law. If any sum is owed for more than 60 days, the owner shall pay a late charge of $25.00. The Owner shall pay interest at at the rate of one percent per month on the unpaid balance of amounts owed in excess of 30 days. In any action or proceeding for the collection of any sums which may be payable hereunder, Owner agrees to pay the City, in addition to the balance due, a reasonable sum for costs and attorney fees.

5. NOT FOR STORAGE. It is mutually agreed that the City does not accept the boat for storage and shall not be liable or responsible in any manner for its safekeeping and condition of its tackle, apparel, fixtures, equipment, and/or furnishings.

6. WAIVER OF RESPONSIBILITY - COVENANT TO INDEMNIFY. Marina premises adjacent to the berth have been inspected by Owner and are accepted by him in their present condition. The Owner hereby assumes all of the risks that might result from mooring the vessel at the Marina. OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, RESULTING FROM THE ACTS OR OMISSIONS OF OWNER, HIS AGENTS, INVITEES OR EMPLOYEES OR RESULTING FROM UNSEA-WORTHINESS OF THE BOAT OR RESULTING FROM A DEFECTIVE PRODUCT USED IN CONNECTION WITH THE BOAT UNLESS THE NEGLIGENCE CAUSING THE INJURY IS SOLELY THAT OF THE CITY OR ITS STAFF.

6A. COMPLIANCE WITH LAWS AND REGULATIONS. Owner agrees to comply with all applicable Federal, State or Local Laws, Statutes and Ordinances, and all rules, regulations and special instructions issued by the Harbor Master or his agents. Owner will comply with Federal, State and local environmental regulations, including Marina "Best Management Practices." Owner agrees to keep the premises neat, clean, orderly and as free as possible from all inflammable substances, and to place no tender boats or dinghies on the docks.

Owner will not maintain anything that may be dangerous to life or limb, or permit any objectionable noise or odor on his boat, Marina premises, or premises adjacent thereto, or permit anything to be done on the boat or Marina premises which in any way will tend to create a nuisance or to disturb any other boat owner, guest, or lessee of the Marina. The City or its agents at all times shall have access to Owner's boat for the purpose of inspection, moving his boat, mooring or re-mooring his boat, fighting fire, or remedying or preventing any casualty or potential hazard. No dinghies will be left on the dock fingers. Moored boats, when unattended, must be securely moored with stern, bow and spring lines in a careful, seamanlike manner. The City shall have the right, but not the obligation, in its discretion, to properly tie or retie mooring lines and to board the boat as necessary to do so. Charges due for this action can be collected by the City. Posting of signs for the sale, charter or rental of boats while moored at the Marina shall be subject to written approval by the Harbor Master. All boats shall be kept in such operating condition that they are able to safely get under way with reasonable notice (72 hours).

7. ASSIGNMENT OF AGREEMENT AND/OR BERTH. Owner shall not assign, sublease or transfer the Agreement or any interest therein, or any interest in the berth designated by this Agreement. Owner shall not use that berth for any commercial purpose without the prior written permission of the Harbor Master. Use of the berth is personal to Owner, and a person purchasing the boat assigned below from Owner will not thereby acquire rights under this Agreement, or rights to use the berth designated in this Agreement.

8. TERM. This Lease Agreement shall become effective on the date signed, and shall remain in effect for 12 consecutive months unless (a) the City giving Owner fifteen (15) days written notice for default of any provision or condition of this Moorage Agreement, or (b) by City giving Owner fifteen (15) days written notice for any termination of moorage not specified in (a) through (e) of this paragraph. or (c) the registered owner sells the vessel provided he/she notifies the City in writing of listing the vessel for sale and provides the City a copy of the bill of sale once the vessel is sold or (d) the registered owner dies or (e) the registered owner is a member of the United States Armed Services and receives transfer or deployment orders.

Any other reason except those listed in a – e for early termination of this lease will result in forfeit of the security deposit.

This Lease shall automatically renew for successive 12-month periods unless the registered boat owner provides to the City, no less than 30 days prior to the then effective term of this Lease written notice of the termination of Lease.

9. ENTIRE AGREEMENT - AMENDMENTS. This agreement and the attached Moorage Contract Sheet constitute the entire Agreement between the parties. No modification or amendment of this Agreement shall be valid unless evidenced in writing and signed by both parties.

10. NONWAIVER. Nothing contained in this Agreement shall be construed as a waiver by the City of any rights and privileges created by maritime or other lien under federal or state law, or as a waiver of any other rights to remedy under the laws of the State of Washington.

11. RULES AND REGULATIONS. Owner further understands that the City has issued and may continue to issue such rules and regulations for the Marina and harbor area as the City Council may in its judgment deem reasonable and necessary. Lessee further agrees to abide by and follow such rules and regulations.

12. PARAGRAPH HEADINGS. The captions and paragraph headings in the Agreement are for the convenience of the parties only, and do not limit, restrict or otherwise amend the text language of any paragraph.

13. NOTICE TO OWNER. Billings and notices to Owner will be mailed to Owner's address set forth below. If Owner moves, or desires to have billings and notices sent to another address, Owner shall notify the City in writing of the new mailing address. All billings and notices shall be deemed sent to Owner upon first class mailing by the City.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS MOORAGE AGREEMENT, KNOW THAT I HAVE THE RIGHT AND OPPORTUNITY TO SEEK ADVICE BEFORE AGREEING TO ITS TERMS, AND HEREBY AGREE TO THE TERMS OF MOORAGE STATED IN THIS AGREEMENT. I further agree to advise the City, at the address listed herein, of any changes in address or ownership of the boat.

_____ _____

Signature of Owner Date

1 YEAR LEASE MOORAGE AGREEMENT
Moorage Contract Data Sheet

OWNER (S)

Legal Owner's Name (First, Middle Initial, Last) _____ Home Phone (____)_____

Spouse's Name (First, Middle Initial, Last) _____ Business Phone (____)_____

Address _____ Cell Phone (____)_____

City _____ State _____ Zip Code _____ Fax Number (____)_____

Drivers License: State / No. (Required) _____ Email _____

Local Contact Person (If different than Legal Owner) (Name, address, phone number) _____

BOAT

Boat Registration (Country/State/No.) _____ USCG Documentation No. _____ Hull Identification No. _____ Home Port _____

Boat Name (or No Name) _____ Manufacturer / Model _____ Year _____ Colors/Description _____

Power / Sail _____ Length Overall _____ Beam _____ Draft _____ Hull Type _____ Gas/Diesel _____ Motor (Inboard / Outboard / I/O) _____

Holding Tank (Y/N) _____

NOTE: Copy of registration / documentation certificate in name of legal owner is required as condition of moorage.

INSURANCE

Policy No. _____ Company _____ Expiration Date _____

NOTE: Insurance coverage (minimum $300,000 Protection and Indemnification (P&I) coverage) is mandatory as a condition of moorage. Please provide proof of coverage at time of sign up.

MOORAGE

Moorage Assigned _____ Date of Occupancy _____ Current Monthly Rate $_____ Fee Paid - First Month $_____

Deposit $_____ TOTAL PAID $_____ Live-Aboard (Y/N) _____ Live-Aboard Fee $_____

Electrical Service (Y/N) _____ Metered Slip (Y/N) _____ Opening Meter Read _____ Key / Combo On File _____

Signature of Legal Owner _____ Date _____

CITY OF OAK HARBOR

Moorage Agreement Approved this _____ day of _____, 20_____

Harbormaster _____

ACCOUNT NUMBER ASSIGNED: _____

Current and Proposed Fuel Pricing Policy

Current Pricing Formula

The current pricing formula utilizes the "State's rack price" as the base number for the formula. The State rack price is the price at which the fuel suppliers sell branded or unbranded fuel to the various Washington State Government agencies. The rack prices are adjusted every other Monday, therefore the Marina's fuel prices fluctuated every two weeks.

The current pricing formula for diesel is:
[(Rack Price)(1.0186) + .4532] X 1.087 = retail price

The current pricing formula for gasoline is:
(Rack Price)(1.0196)+1.0112 = retail price

Example:

- Diesel = [($3.3545)(1.0186)+ .4532] X 1.087 = $4.21 retail price
- Gasoline = ($3.1732)(1.0196)+1.0112= $4.25 retail price[1]

	Diesel	Gasoline
Current formula retail price	$4.21	$4.25
Cost to the marina	$3.18	$3.74
8.7% Sales tax (based on current retail price)	$0.37	$0.37
Earnings	**$0.66**	**$0.14**

Proposed Flat Rate Pricing Formula

The proposed flat rate pricing formula would utilize the invoice cost, including all taxes and fees, as the base number plus $0.40 multiplied by sales tax. The chart below displays the cost of fuel to the marina based upon the 9/22/2011invoice. The retail price is calculated using the $0.40 flat rate method. Retail price adjustments would only occur when new fuel is purchased.

The flat rate formula for both diesel and gasoline would be:
(Invoice Cost + .40)(1.087) = retail price

Example:

- Diesel = ($3.18 + .40)(1.087) = $3.89 retail price
- Gasoline = ($3.74 + .40)(1.087) = $4.50 retail price[1]

[1] The invoice price includes the road tax for Gasoline and therefore the boater can apply for a reimbursement to the state for that tax. The road tax is approximately 37 ½ cents.

	Diesel	Gasoline
Flat rate retail price	$3.89	$4.50
Base cost from supplier	$3.18	$3.74
8.7% Sales tax (based on retail price)	$0.31	$0.36
Earnings	**$0.40**	**$0.40**

Note* - The invoice price includes the road tax for Gasoline and therefore the boater can apply for a reimbursement to the state for that tax. The road tax is approximately 37 ½ cents.

City of Oak Harbor
City Council Agenda Bill

Bill No. 10
Date: May 15, 2012
Subject: AWC Annual Meeting Delegates Selection

FROM: **Steve Powers, Interim City Administrator** RSP

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is for the Council to elect three (3) voting delegates to serve during the 2012 Association of Washington Cities (AWC) Annual Business Meeting.

AUTHORITY

As a member in good standing of AWC, the City of Oak Harbor may select three (3) voting delegates for the AWC Annual Business Meeting.

FISCAL IMPACT DESCRIPTION

None.

SUMMARY STATEMENT

The 2012 Annual Business Meeting of AWC is scheduled for Thursday, June 21st, from 4:15pm to 5:30pm. Prior to the Annual Business Meeting, three (3) voting delegates must be chosen to represent the City of Oak Harbor.

The following councilmembers are available to serve as a delegate:

Councilmember Danny Paggao
Councilmember Beth Munns
Councilmember Rick Almberg
Councilmember Bob Severns
Councilmember Tara Hizon

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Discuss, nominate and select three (3) attendees as the 2012 voting delegates for the City of Oak Harbor at the 2012 AWC Annual Business Meeting.

ATTACHMENTS

None.

City of Oak Harbor
City Council Agenda Bill

Bill No. 11
Date: MAY 15, 2012
Subject: Pending Items for Future City Council Meetings

FROM: **Scott Dudley, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

PSP Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

SUMMARY STATEMENT

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

Pending Items As of: May 10, 2012

This list is subject to change.

If a row is highlighted in blue, it has been reviewed by the Law Department and in packet.

Council Absences: Mayor Dudley from the 5/15/12 meeting
Jim Campbell from the 6/19/12 meeting

Targeted Meeting Date	Agenda Bills ARE DUE	Public Hearing Notice Date (if needed)	Consent Agenda	Subject	Department
6/5/12	5/16/12		✓	Permit for Ice Cream Truck - G and R Ice Cream	Finance
6/5/12	5/16/12		✓	Noise Permit – Island County Democrats	Admin
6/5/12	5/16/12			Appointment - Youth Services Advisory Board, Madeline Mosolino	Admin
6/5/12	5/16/12	5/23/12		Public Hearing and Final Consideration – Personnel "Housekeeping" Code	Admin/Leg
6/5/12	5/16/12	5/23/12		Public Hearing and Final Consideration – Personnel Code Update and Handbook	HR
6/5/12	5/16/12			Contract – Steve Powers, Development Services Director	HR
6/5/12	5/16/12			Contract - Bill Hawkins, City Attorney	HR
6/5/12	5/16/12			AHBL Contract Amendment	Dev Srv
6/5/12	5/16/12			Interim Sign Code Extension	Dev Srv

Regular Meeting 6/19/12 may change to Monday, 6/18/12

6/18/12	5/30/12		✓	Noise Permit – National Night Out	Admin
6/18/12	5/30/12		✓	Noise Permit – 2012 Rotary Car Show	Admin
6/18/12	5/30/12		✓	Noise Permit – Jessica Kimani Wedding	Admin
6/18/12	5/30/12		✓	Noise Permit – Life Church	Admin
6/18/12	5/30/12		✓	Noise Permit – Adrenaline Lacrosse	Admin
6/18/12	5/30/12			Easement Agreement – Navy Fuel Line	P.Works
6/18/12	5/30/12			Resolution - Economic Environment	Finance
6/18/12	5/30/12			Sole Source - Roll Carts Purchase	P.Works
6/18/12	5/30/12			Six-Year TIP	P.Works
6/18/12	5/30/12			Authorization to Advertise for Bids - C-Dock Roof Repair	P.Works
June?				Authorization to Advertise for Bids - Water Reservoir	P.Works
7/3/12	6/13/12		✓	Noise Permit – Military Appreciation Picnic	Admin
7/3/12	6/13/12		✓	Noise Permit – Pregnancy Care Clinic	Admin
7/3/12	6/13/12		✓	Noise Permit – Island Classic Mustang Club	Admin
7/3/12 (tentative)	6/13/12			Mutual Aid Agreement with Navy	FD
7/3/12	6/13/12			Agreement, With Whidbey General Hospital for EMS Services	FD
TBD by Mr. Merriman			✓	Introduction - Ordinance, Credit Card Fees	Finance
TBD by Mr. Merriman				Public Hearing - Ordinance, Credit Card Fees	Finance

				Contract Award - Study for Solid Waste Transfer Station	P.Works
				Contract – Automated Pay Station for Staysail RV Park	P.Works
				Legal Department Restructure	Legal
				Asset Transfer to Water Utility – Reservoir	P.Works
				Interlocal Agreement – Island County Housing Authority, Oak Harbor, Coupeville, and Langley for Affordable Housing. Recording surcharge funds to fund housing programs.	Admin
				Resolution – Marina, Facility Use Fee	Dev Srv
				Council Rule Change – Public Forum	Legal
				Channel 10 Rules	Admin and Legal
				Recommendations from HDR – System Development Fees (future workshop)	P.Works
				Impact Fees – under review for deferral at closing	Dev Srv / P.Works
				Public Hearing – Binding Site Plan Code Amendment	Dev Srv
				Authorization to Solicit Bids – Rescue Unit	Fire
				Utilities Office, City Council Chambers, Law Department Remodels	Finance, Dev Srv
				WAIF Contract	Dev Srv
				Introduction – Arts Commission Ordinance	Admin
				Final Consideration – Arts Commission Ordinance	Admin

STANDING COMMITTEES and other meetings and activities

Date	Subject	Dept.
5/7/12	MARINA COMMITTEE, 7:00 p.m. at City Hall	
5/8/12	GOVERNMENTAL SERVICES COMMITTEE, 3:30 p.m., at City Hall	Committee Members
5/9/12	CANCELLED - ~~FINANCE COMMITTEE, 3:30 p.m., at City Hall~~.	Committee Members
5/16/12	FINANCE COMMITTEE, 3:30 p.m., at City Hall	Committee Members
~~5/14/12~~	CANCELLED - ~~ARTS COMMISSION, 6:00 p.m. at City Hall~~	Commission Members
5/17/12	PUBLIC SAFETY COMMITTEE, 3:30 p.m., at City Hall	Committee Members
5/30/12	(Date to be confirmed with Ms. McFarlane) CITY COUNCIL WORKSHOP, 6:00 p.m.,Parliamentary Procedures, at City Hall	Admin
6/7/12	CITY COUNCIL WORKSHOP - Tabled from the 4/17/12 Council Meeting: Conduct, Start/End Times, Comments; Voting, to include a show of hands in addition to a verbal vote; A policy or procedure to ban the wearing of hats in Council Chambers	Admin
TBD	CITY COUNCIL WORKSHOP - Budget Environment (date and time to be determined)	Finance
12/8/12	CITY COUNCIL RETREAT – Review Goals set at March Retreat	DevSrv