



August 6, 2014

CITY COUNCIL AGENDA

6:00 p.m.

1. **CALL TO ORDER**
Invocation/Pledge of Allegiance

HONORS AND RECOGNITIONS
Proclamation for Constitution Week
2. **APPROVAL OF AGENDA**
3. **CITIZEN COMMENT PERIOD**
4. **CONSENT AGENDA**
 - a. Minutes of the Regular City Council meeting held on July 1, 2014, Special Meeting held on July 1, 2014, Special Workshop meeting held on July 9, 2014 and Regular Workshop held on July 23, 2014.
 - b. Approval of *Accounts Payable Voucher Numbers*:
 - Voucher Numbers 158883 through 159266 in the amount of \$1,064,031.90.Approval of *Payroll Check Numbers*:
 - Direct Deposit Numbers 31634 through 31920.
 - EFT Numbers 629 through 636.
 - Payroll Check Numbers 97323 through 97387.
 - c. Authorize the surplus of two Jacobsen mowers and authorize trade-in to Western Equipment & Irrigation Distributors in the amount of \$15,000
 - d. Appoint Pete Franssen to the Lodging Tax Advisory Committee
 - e. Refer to the Lodging Tax Advisory Committee (LTAC) potential changes in the use of Hotel-Motel (2%) funds that may be considered by the City.
 - f. Approve an Amendment to the Interagency Agreement with Washington State Department of Corrections (DOC) (#K9413)
 - g. Confirm the Mayor's Appointment of Clifford Howard to the Planning Commission.
 - h. Name the garden area "Teachers Tribute Garden" where an art sculpture created by Rick Nash and donated by Wallie Funk is located at Windjammer Park.
5. **STAFF, MAYOR AND COUNCIL COMMENTS**
 - a. City Administrator
 - b. Mayor
 - c. Councilmembers
6. **ORDINANCES AND RESOLUTIONS**
 - a. Resolution 14-24: Amend the Employee Policy Manual to incorporate new State legislation requiring local government entities to accommodate up to two (2) unpaid holidays per calendar year for faith-based leave
 - b. Resolution 14-28: Approve the final location for the new Wastewater Treatment Plant.

To assure disabled persons the opportunity to participate in or benefit from City services, please provide 24-hour advance notice to the City Clerk at (360) 279-4539 for additional arrangements to reasonably accommodate special needs.



August 6, 2014

CITY COUNCIL AGENDA

6:00 p.m.

- c. Resolution 1430: Local Agency Agreement with Washington State Department of Transportation for the Waterfront Trail/Veteran's Park Landslide Restoration.
- d. Resolution 14-31: Local Agency Agreement with Washington State Department of Transportation for the Whidbey Avenue Crosswalk.
- e. Resolution 14-32: Amendment to the Collective Bargaining Agreement with Teamsters Local No. 231 for Public Works.

7. PUBLIC HEARINGS/PUBLIC MEETINGS

- a. Public Meeting for Mangat Property Petition for Annexation
- b. Public Hearing to receive citizen comment on projected revenues for the 2015-2016 Biennial Budget
- c. Public Hearing on goals for the Oak Harbor Water Use Efficiency Program (WUEP)
- d. Ordinance 1693: Amend OHMC 6.12.080 (1) to allow the sale of beer, wine, and/or liquor in conjunction with a concession agreement and/or special event permit at Fort Nugent Park

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- a. Authorize Mayor to sign a Professional Services Agreement with Oak Harbor Elks Lodge No. 2362 to serve as the Whidbey Marathon Race Director
- b. Authorize Mayor to sign a Professional Services Agreement with Cronin Forestry for consultant services regarding potential timber harvesting at Sleeper Road and NE 16th Avenue/Goldie Road
- c. Amend Island County Agreement for Road Maintenance
- d. Second Quarter Financial Report

10. EXECUTIVE SESSION

- a. Labor Negotiations

11. ADJOURNMENT

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, if you wish to speak, please sign your name to the sign-up sheet, located in the Council Chambers. The Council will take all information under advisement. 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!

To assure disabled persons the opportunity to participate in or benefit from City services, please provide 24-hour advance notice to the City Clerk at (360) 279-4539 for additional arrangements to reasonably accommodate special needs.

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR



Proclamation

Whereas September 17, 2014 marks the two hundred twenty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

Whereas: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

Now Therefore, I, Scott Dudley, by virtue of the authority vested in me as Mayor of the City of Oak Harbor, in the State of Washington, do hereby proclaim the week of September 17 through 23 as:

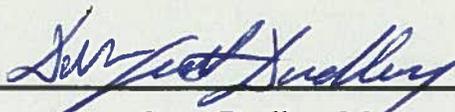
Constitution Week

in the City of Oak Harbor and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, *I hereunto set my hand and caused the Official*

Seal of the City of Oak Harbor, Washington, to be affixed hereunto on this

6th day of AUGUST 2014.



Scott Dudley, Mayor

Oak Harbor City Council
Special Workshop Meeting Minutes
July 1, 2014

CALL TO ORDER

Mayor Dudley called the meeting to order at 3:00 p.m.

ROLL CALL

Present:

Mayor Scott Dudley
Mayor Pro Tem Danny Paggao
Councilmember Joel Servatius
Councilmember Jim Campbell
Councilmember Rick Almborg
Councilmember Tara Hizon
Councilmember Bob Severns
Councilmember Beth Munns

Staff Present:

City Administrator Larry Cort
Finance Director Doug Merriman
City Attorney Nikki Esparza
Chief of Police Ed Green
Chief of Fire Ray Merrill
Development Serv. Director Steve Powers
Exec. Assist. to the Mayor Kellye Mazzoli
Accountant Tallie Boyer
Harbor Master Chris Sublet
Facilities Manager Rich Tyhuis
Operations Manager Steve Bebee

AGENDA

1. 2015-2016 Budget Goals for the Utility, Street, and Marina Funds

City Administrator Larry Cort opened the Special Workshop meeting to continue the 2015-16 budget discussion.

Public Works Director Cathy Rosen presented the Water and Utilities divisions of Public Work's goals:

- Streets
- Water
- Waste Water Treatment Plan
- Solid Waste
- Storm Water

The Councilmembers made inquiries of some particular goals presented by Public Works.

Harbor Master Chris Sublet presented the Marina's goals for 2015-16:

- Continue development and implementation of redevelopment programs
- Modernizing the Marina for boater's needs
- Maintenance of Facilities and Priorities including improvement of customer service.

Councilmembers asked questions about the Marina to Harbor Master Chris Sublet.

Mayor Dudley called a 5 minute recess at 4:15 p.m. Mayor Dudley reconvened the meeting at 4:20 p.m.

City Administrator Larry Cort asked the Councilmembers to share their budget goals with staff for Oak Harbor for 2015-16.

Councilmember Servatius desires better use of technologies with the City. He encouraged staff to look for areas with immediate savings to benefit tax-payer dollars.

Councilmember Munns would like to solicit our needs to the State Legislature for support.

Councilmember Campbell stated that a safe community is the number one priority and to maintain police and fire departments for citizen's protection.

Mayor Pro Tem Paggao stated that Oak Harbor needs economic development and suggested hiring a full-time economic coordinator.

Councilmember AlMBERG stated that the 42-inch outfall and Waste Water Treatment Plant are his highest priorities as those are projects which have already been approved. Besides the pending projects, the City must have a strong financial position in order to best serve the citizens. He also suggested improving our City Parks branding – our park names should reflect their purpose.

Councilmember Severns agreed that the City needs to maintain a reliable financial position. Public Works needs to focus on maintenance and repair of our streets.

Councilmember Servatius affirmed that we need to focus on effective branding and marketing of our City so that it we create a focused destination.

Councilmember Munns requested to implement a plan to increase personnel for the Police and Fire Departments as the City grows. Public safety is paramount.

Councilmember Campbell reminded the Council that new Navy squadrons will be transferred in the next few years. We need to encourage the sailors to move to Oak Harbor. He suggested introducing the Oak Harbor community to the squadrons before they relocate.

Councilmember AlMBERG spoke on the issue of little ability to widen Highway 20 without destroying businesses located near the streets. He stated that we need to begin planning to alleviate the problems. He suggested building roadway segments with roundabouts, or promote in-fill development which encourages a more walk-able community, or a combination of both.

Councilmember Severns noted that the City is involved in several city-sponsored events. The more festivals we can promote the better. He suggested combining an ad hoc committee to increase festivities and associate with others such as the Chamber of Commerce.

Councilmember Servatius agreed with increasing walk-ability in the city and suggested constructing an Amphitheater.

Councilmember Munns stated that she wants to ensure that staff has access to necessary tools and technologies.

Councilmember Campbell noted that it may be time to have a citizen's committee to develop a 20-year vision.

Mayor Pro Tem Paggao encourages that the City needs to continue to provide police and fire departments the tools and facilities they need. The City also needs to increase public safety for our schools.

Councilmember Almberg would like to see a comprehensive plan for use of the old bank building and Bayshore Park.

Councilmember Severns added that there may be a need for a Marina Workshop so that the Council can better understand its needs and bring in the Marina Advisory Committee as well.

ADJOURNMENT

Councilmember Hizon moved to adjourn, seconded by Councilmember Campbell, unanimously carried.

Dr. Cort scheduled the next budget workshop for Wednesday, August 6, 2014 at 3:00 p.m. at City Hall Council Chambers.

Mayor Scott Dudley adjourned the meeting at 5:03 p.m.

Anna M. Thompson, City Clerk

Oak Harbor City Council
Regular Meeting Minutes
July 1, 2014

CALL TO ORDER

Mayor Dudley called the meeting to order at 6:00 p.m.

ROLL CALL

Present:

Mayor Scott Dudley
Mayor Pro Tem Danny Paggao
Councilmember Joel Servatius
Councilmember Jim Campbell
Councilmember Rick Almberg
Councilmember Tara Hizon
Councilmember Bob Severns

Staff Present:

City Administrator Larry Cort
Finance Director Doug Merriman
City Attorney Nikki Esparza
Chief of Police Ed Green
Chief of Fire Ray Merrill
Development Serv. Director Steve Powers
Exec. Assist. to the Mayor Kellye Mazzoli
Human Resources Director Sara Piccone
Senior Planner Ethan Spoo

Councilmember Munns was absent.

PLEDGE OF ALLEGIANCE/INVOCATION

Councilmember Jim Campbell gave the invocation, and Mayor Scott Dudley lead the pledge of allegiance.

HONORS AND RECOGNITIONS

APPROVAL OF AGENDA

Motion: Councilmember Servatius moved to amend the Agenda to add item 9.j and pull Consent Agenda item 4.d and rename it as 9.k to New Business. Councilmember Hizon seconded the motion, and the motion carried unanimously.

Motion: Councilmember Servatius moved to approve the Agenda as amended. Councilmember Campbell seconded the motion, and the motion carried unanimously.

CITIZEN COMMENT PERIOD

Mayor Scott Dudley opened the citizen comment period at 6:09 p.m.

No comments, Mayor Dudley closed the comment period at 6:09 p.m.

CONSENT AGENDA

- a. Minutes of the Regular City Council meeting held on June 3, 2014 and the Workshop held on June 25, 2014.
- b. Approval of *Accounts Payable Voucher Numbers*:
 - Voucher Numbers 158563 through 158572 in the amount of \$895.32.
 - Voucher Numbers 158573 through 158728 in the amount of \$389,410.05.
 - Voucher Numbers 158729 through 158882 in the amount of \$859,870.43.Approval of *Payroll Check Numbers*:
 - Direct Deposit Numbers 31479 through 31633.
 - EFT Numbers 624 through 628.
 - Payroll Check Numbers 97270 through 97322.
- c. Motion to authorize the Mayor to re-appoint Terry Lacey to the Police Department Community Advisory Board for a 4-year term.
- d. Motion to Approve Finance Advisor Professional Services Agreement.
- e. Motion to Approve the Emergency Crescent Harbor Outfall Repair.
- f. Motion to Authorize the Mayor to sign the Letter of Intent to participate in the Island County Multi-Jurisdiction Hazard Mitigation Plan.
- g. Motion to Authorize the Mayor to sign an Interlocal Agreement with Whatcom, Skagit and Island County jurisdictions establishing a HOME consortium for 2015-17.
- h. Motion to Authorize Purchase of a Toro Mower for Public Works.
- i. Motion to Authorize the Mayor to sign a Lease Agreement with the Opportunity Council for two (2) City-owned properties.
- j. Motion to Appoint Ron Apgar and Michelle Curry to the Lodging Tax Advisory Committee and review Committee Membership.
- k. Motion to Authorize the Mayor to appoint Clifford Howard to the Planning Commission.

Councilmember Servatius asked to pull 4h; Councilmember Almberg asked to pull CA 4k.

Motion: Councilmember Severns moved to approve Consent Agenda items 4a through 4g, 4i and j, Motion seconded by Councilmember Servatius, unanimously approved.

Councilmember Servatius asked about item Consent Agenda item 4h. Cathy Rosen explained the financial disparities on the Agenda bill represents tax included with the principal cost.

Motion: Councilmember Servatius moved to approve Consent Agenda item 4h. Motion seconded by Councilmember Severns, unanimously approved.

Motion: Councilmember Almberg moved to reject the appointment of Clifford Howard [consent agenda item 4.k] to the Planning Commission, motion seconded by Councilmember Hizon, unanimously passed.

Motion: Councilmember Campbell moved that Clifford Howard present his resume at the next meeting.

MAYOR, STAFF AND COUNCIL COMMENTS

City Administrator

The art piece Conical Etude 1, designed by Wallie Funk, will be dedicated to Windjammer Park on Thursday, July 3, 2014 at 6:00 p.m.

A Budget Meeting for the Waste Water Treatment Plant will be held on July 9 at 6:00 p.m. at the Council Chambers.

The Capital Project Planning for 2015-2020 including 2015-16 Biennial Budget Workshop will be held on Wednesday, August 6 at 3:00 p.m. The first Council meeting in August will be held on Wednesday August 6th rather than Tuesday August 5th to account for National Night Out.

We have received five Request for Qualifications for a Race Director of the Whidbey Island Marathon and will have a contract ready for approval at the August 6, 2014 council meeting.

July 4th activities were announced.

Oak Harbor received a Well City award for 2013 and thanked staff and the Wellness Committee for their work.

Mayor

Mayor Scott Dudley read an award from Washington State Department of Ecology regarding the pristine operation of our Waste Water Treatment Plant. Mayor Dudley thanked Waste Water Treatment staff for their hard work.

Development Director Cathy Rosen spoke in support of the Waste Water Treatment Plant and staff.

Mayor Dudley read a letter dated June 28, 2014 from an individual thanking the Fire Department for providing medical care for a citizen at Applebee's. Mayor Dudley thanked the Fire Department for their stellar service to the community.

Mayor Dudley thanked City employee Majda M-Carr for the framed photography donated to the City Council Chambers.

Councilmembers

Councilmember Paggao commented on the success of the AWC conference.

Councilmember Campbell commented that the AWC conference was a success.

Councilmember Munns spoke in support of the Dungeness crab workshop on Saturday. Councilmember Munns reminded the public that this month is Christmas in July at the Whidbey Help House. The individual who donates the most will receive an award at National Night Out on August 6, 2014.

Councilmember Severns wished everyone a safe and Happy Fourth of July.

Councilmember Hizon suggested providing notice for commission vacancies to the public. On July 5, 2014 at 7:30 a.m. Councilmember Hizon and members of the community will commence a clean-up of the Fourth of July festivities.

Councilmember Servatius spoke in support of the AWC conference. On July 22, 2014 from 5:30 – 7:30 p.m., the Oak Harbor Library will host an open house for the community to view and comment on the Island County Transportation Plan.

Motion: Councilmember Servatius moved to instruct staff to bring forth an amendment to OHMC 6.12.080 to include Fort Nugent Park for the August 6th Meeting, seconded by Councilmember Severns.

ORDINANCES AND RESOLUTIONS

PUBLIC HEARINGS/PUBLIC MEETINGS

Resolution 14-23: Solid Waste Comprehensive Plan for Island County
Public Works Director Cathy Rosen provided the staff report.

Mayor Dudley opened the meeting for public comment at 6:40 p.m., no comment, closed at 6:40 p.m.

Councilmember Almberg asked Ms. Rosen questions about costs involved with participation in the Island County Waste Management Plan.

Councilmember Paggao inquired about fees recovered by Island County from tipping and service fees.

Resolution 14-23: Solid Waste Comprehensive Plan for Island County

Motion: Councilmember Servatius moved to adopt Resolution 14-23 adopting the Solid Waste Comprehensive Plan for Island County, seconded by Councilmember Munns, unanimously carried.

UNFINISHED BUSINESS

NEW BUSINESS

Police Department 2013 Annual Report
Police Chief Ed Green provided the staff report on the 2013 Police Department Annual Report.

The councilmembers thanked the Police Chief for the Annual Report and for great service in the community for 2013.

Motion to approve the GC/CM Pre-construction Professional Services Agreement for the Waste Water Treatment Plant with Hoffman
City Engineer Joe Stowell provided the staff report.

Two of Hoffman staff present.

Mayor Dudley opened the meeting for public comment at 7:16 p.m., no comment, closed at 7:16 p.m.

Councilmembers Hizon and Severns spoke in support of the selection of Hoffman.

Councilmember Almberg asked Hoffman staff how they projected re-construction estimates.

Councilmember Munns confirmed that the Waste Water Treatment Plant is operating within budget.

Councilmember Servatius thanked Hoffman staff for their work.

Motion to approve the GC/CM Pre-construction Professional Services Agreement for the Waste Water Treatment Plant with Hoffman

Motion: Councilmember Servatius moved to approve the GC/CM Pre-construction Professional Services Agreement for the Waste Water Treatment Plant with Hoffman. Motion seconded by Councilmember Almberg, unanimously approved.

Councilmember Almberg thanked the Engineering staff for their hard work on this project.

Motion to approve the Construction Management Professional Services Agreement Amendment No. 1 with KBA Inc. for the 42-Inch Outfall Project

City Engineer Joe Stowell provided the staff report.

Mayor Dudley opened the meeting for public comment at 7:30 p.m., no comment, closed at 7:30 p.m.

Motion to approve the Construction Management Professional Services Agreement Amendment No. 1 with KBA for the 42-Inch Outfall Project

Motion: Councilmember Hizon moved to authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with KBA, Inc. for construction management services, increasing the previously contracted amount of \$8,101.00 by \$113,399.00 for a total not to exceed contract amount of \$121,500.00. Motion seconded by Councilmember Severns, carried unanimously.

Motion to approve the Archaeology Professional Services Agreement with ERCI for the 42-Inch Outfall Project Amendment No. 2

City Engineer Joe Stowell provided the staff report.

Mayor Dudley opened the meeting for public comment at 7:36 p.m., no comment, closed at 7:36 p.m.

Councilmember Almberg confirmed funds availability in the Public Works Trust fund for this Project.

Motion to approve the Archaeology Professional Services Agreement with ERCI for the 42-Inch Outfall Project

Councilmembers Severns, Almberg, and Munns asked about costs involved in this project.

Motion: Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with Equinox Research and Consulting International for archaeological services related to the 42" Stormwater Outfall at Windjammer Park, increasing the previously contract-

ed amount of \$16,345.20 by increasing it to \$232,387.31 plus a 20% contingency not to exceed \$298,478.91. Motion seconded by Campbell, majority approved.

Councilmember Munns opposed.

Mayor Dudley called a 5 minutes recess at 7:51 p.m.

Councilmember Hizon was excused at 7:52 p.m.

Mayor Dudley reconvened the Council meeting at 7:56 p.m.

Motion to authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Gray & Osborne for Construction Engineering Services related to the North Reservoir Project

City Engineer Joe Stowell provided the staff report.

Mayor Dudley opened the meeting for public comment at 8:00 p.m., no comment, closed at 8:00 p.m.

Councilmembers AlMBERG and Severns spoke on financial concerns regarding Amendment No. 1.

Motion to authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Gray & Osborne for Construction Engineering Services related to the North Reservoir Project

Motion: Councilmember Severns moved to Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Gray & Osborne, Inc. for construction engineering services related to the North Reservoir, increasing the previously contracted amount of \$24,949.00 by \$9,620.00 for a total not to exceed contract amount of \$34,569.00. Motion seconded by Councilmember Servatius, unanimously carried.

Motion to authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with MTC related to the North Reservoir Project

City Engineer Joe Stowell provided the staff report.

Mayor Dudley opened the meeting for public comment at 8:30 p.m., no comment, closed at 8:30 p.m.

Councilmember Severns commented on the details of the report which amounted to the need to amend the original contract.

Councilmember AlMBERG and Mayor Pro Tem Paggao asked follow-up questions to Mr. Stowell.

Councilmember Campbell, Munns, and Servatius thanked Joe Stowell for the detailed explanation and honesty.

Motion to authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with MTC related to the North Reservoir Project

Motion: Councilmember Servatius moved to authorize the Mayor to sign Amendment No. 1

to the Professional Services Agreement with MTC, Inc. for services related to the North Reservoir Project increasing the previously contracted amount of \$73,465.50 by \$72,995.00 for a total not to exceed contract amount of \$146,460.50. Motion seconded by Councilmember Severns, unanimously carried.

Motion to Confirm the Mayor's Appointment of Nikki Esparza as City Attorney and Approve an Employment Agreement with Nikki Esparza

City Administrator Larry Cort provided the staff report.

Mayor Dudley opened the meeting for public comment at 8:57 p.m.

City Attorney Grant Weed, Police Chief Green and Fire Chief Merrill spoke in support of appointing Ms. Esparza as City Attorney.

Public Comment period closed at 9:05 p.m.

Councilmembers Servatius, Munns, Campbell, Paggao, Almberg and Severns spoke in support of the appointment of Ms. Esparza.

Motion to Confirm the Mayor's Appointment of Nikki Esparza as City Attorney and Approve an Employment Agreement with Nikki Esparza

Motion: Councilmember Severns moved to confirm the Mayor's Appointment of Nikki Esparza as City Attorney and Approve an Employment Agreement with Nikki Esparza, Motion seconded by Councilmember Almberg, unanimously carried.

Motion: Council Severns moved to authorize Mayor to sign agreement an employment agreement with Nikki Esparza, Motion seconded by Campbell, unanimously carried.

Motion: Councilmember Servatius made a motion to suspend the council rules and extend the council meeting to 9:25 p.m.

Motion to approve Retainer Agreement for Municipal Legal and Support Services with Weed, Graafstra and Benson, Inc.

City Administrator Larry Cort provided the staff report.

Mayor Dudley opened the meeting for public comment at 9:07 p.m., no comment, closed at 9:07 p.m.

Councilmember Almberg asked about Attorney Weed's fee agreement.

Councilmember Servatius asked whether Ms. Esparza will monitor the hours used for Grant Weed's services.

Motion to approve Retainer Agreement for Municipal Legal and Support Services with Weed, Graafstra and Benson, Inc.

Motion: Councilmember Servatius moved to approve Retainer Agreement for Municipal Legal and Support Services with Weed, Graafstra and Benson. Motion seconded by Councilmember Munns, unanimously carried.

Motion to Authorize the Mayor to sign the SECTOR Services Agreement between Oak Harbor Police Department and Washington State Patrol
Police Chief Ed Green provided the staff report.

Mayor Dudley opened the meeting for public comment at 9:13 p.m., no comment, closed at 9:13 p.m.

Councilmember Servatius asked follow-up questions.

Councilmember Munns and Campbell spoke in support of the SECTOR Agreement.

Motion to Authorize the Mayor to sign the SECTOR Services Agreement between Oak Harbor Police Department and Washington State Patrol

Motion: Councilmember Severns moved to authorize the Mayor to sign the SECTOR Services Agreement between Oak Harbor Police Department and Washington State Patrol. Motion seconded by Councilmember Campbell, unanimously carried.

9.J Special Event Permit to allow Alcohol in the Park for Race Week
Police Chief Ed Green provided the staff report.

Chief Green clarified that there will be no sale of alcohol despite the error in the agenda bill.

Mayor Dudley opened the meeting for public comment at 9:18 p.m., no comment, closed at 9:18 p.m.

9.J Special Event Permit to allow Alcohol in the Park for Race Week

Motion: Councilmember Servatius moved to approve the conditional permit upon receipt of the appropriate insurance from the applicant for the beer garden for Race Week. Motion seconded by Councilmember Campbell, unanimously carried.

9.k Financial Advisor Professional Services Agreement
Finance Director Doug Merriman presented the staff report.

Mr. Merriman explained changes that were made to the agreement since the draft was attached the agenda packet.

9.k Financial Advisor Professional Services Agreement

Motion: Councilmember Servatius move to extend meeting to 9:45 p.m., Seconded by Councilmember Campbell, unanimously carried.

Motion: Councilmember Severns moved to authorize the Mayor to sign the Public Finance Management, Inc. agreement for financial advisory services, seconded by Councilmember Almberg, unanimously agreed.

ADJOURNMENT

Councilmember Munns moved to adjourn, seconded by Councilmember Servatius, unanimously carried.

The meeting adjourned at 9:28 p.m.

Anna M. Thompson, City Clerk

Oak Harbor City Council
Special Workshop Meeting Minutes
July 9, 2014

CALL TO ORDER

Mayor Dudley called the meeting to order at 6:00 p.m.

ROLL CALL

Present:

Mayor Scott Dudley
Mayor Pro Tem Danny Paggao
Councilmember Joel Servatius
Councilmember Jim Campbell
Councilmember Rick Almberg
Councilmember Bob Severns

Staff Present:

City Administrator Larry Cort
Finance Director Doug Merriman
City Attorney Nikki Esparza
City Engineer Joe Stowell
Public Works Director Cathy Rosen
Development Serv. Director Steve Powers
Exec. Assist. to the Mayor Kellye Mazzoli
Public Works Director Cathy Rosen
Associate Planner Janice Biletnikoff
Project Engineer John Piccone

Councilmembers Munns and Hizon were absent.

Discussion of Waste Water Treatment Plant

1. A summary of the Community Design Charrette process and suggestions received

City Engineer Joe Stowell provided the summary of the design process.

Engineering received comments and suggestions from the last Waste Water Treatment Plant Workshop meeting in April of 2014. City staff refined proposed treatment plant layouts based on charrette input, cost and schedule.

2. A review of two potential site plans that were designed to meet the technical siting factors and incorporate the community's priorities

Mr. Stowell provided a power point presentation of the preferred building concept plans.

3. A presentation of the proposed location for the facility within the Windjammer vicinity

Rendering of proposed treatment plant designs shown.

4. An update on next steps and future opportunities to provide input.

City Engineer Joe Stowell invited the community to get involved with the Clean Water Facility and share their ideas.

The Presentation concluded at 6:20 p.m.

Mayor Dudley turned to the Council for questions and comments at 6:21 p.m.

Councilmember Campbell asked how the City will be able to rearrange parking alongside People's Bank for the new treatment plant. He also discussed possible locations to add a new portion to Bayshore Park.

Councilmember Alberg asked for a summary of Geo Tech and archeological results and where the lowest risk for building lies. Mr. Stowell explained that further north and to the west supports the best area for new construction.

Development Director Steve Powers explained parking requirements and regulations in relation to the new treatment plant.

Councilmember Alberg mentioned he does not believe we need to purchase additional property in order to build the plant by negotiating with current property owners of properties adjacent to the future building site.

Councilmember Alberg discussed the possibility to relocate the ballparks and suggested making plans to change the location them if necessary.

City Administrator Larry Cort provided insight to the potential ballpark relocation.

Councilmember Severns asked about the Charrette's response to relocating the ball fields. Mr. Stowell answered that they saw the benefit in the proposed relocation.

Councilmember Servatius referred to the treatment plant renderings shown on power point. He agreed that relocation of the ball fields could provide great potential for the affected parties.

Mayor Pro Tem Paggao asked when the old waste water treatment plant will be phased out.

Councilmember Campbell asked about funds available to relocate the ball fields. Finance Director Doug Merriman noted that the costs may be provided through relocation grants or the general fund. Councilmember Campbell then asked how many years this plant will support the growing population in the long-term future.

Mayor Pro Tem Paggao asked about property lines in relation to the proposed building plans.

Councilmember Campbell mentioned that it is imperative to retain 3 ball fields. Mayor Dudley added that there is an ongoing group involved in relocating the ball fields and improving what we currently have.

Councilmember Alberg added that the present goal for the ball fields is to minimize negative impacts and net loss.

Mayor Dudley announced that the next Council meeting will be the Regular Workshop on July 23, 2014.

ADJOURNMENT

Mayor Scott Dudley adjourned the meeting for open house discussion at 7:04 p.m.

Anna M. Thompson, City Clerk

Oak Harbor City Council
Workshop Meeting Minutes
July 23, 2014

CALL TO ORDER

Mayor Pro Tem Paggao called the meeting to order at 3:00 p.m.

ROLL CALL

Present:

Mayor Pro Tempore Danny Paggao
Councilmember Almberg
Councilmember Jim Campbell
Councilmember Beth Munns
Councilmember Tara Hizon

Staff Present:

City Administrator Larry Cort
Finance Director Doug Merriman
City Attorney Nikki Esparza
Human Resources Director Sara Piccone
Human Resources Admn Asst Kim Andrews
Public Works Director Cathy Rosen
Chief of Police Ed Green
Chief of Fire Ray Merrill
Deputy Chief Mike Buxton
Senior Planner Ethan Spoo
Senior Planner Cac Kamak
Accountant Tallie Boyer
Mayor's Exec. Assist. Kellye Mazzoli

Departmental Briefings

1. Staffing Changes – Police

Police Chief Green informed the Council that the department is in the selection process of Detective Sergeant and two promotions to Patrol Sergeants.

Human Resources Director Sara Piccone explained the Civil Service process for the selection and promotion processes for Police. There will be no budget changes with these staffing changes as the positions are already funded.

2. Upcoming Meetings – Administration

Finance Director Doug Merriman announced the next Budget Workshop is scheduled for August 6, 2014 at 3:00 p.m. The Council will be meeting again on August 14 and 15 in Leavenworth, Washington for the Leavenworth Municipal Budget Workshop.

Pending Agenda Items

1. Mangat Property Petition for Annexation (8/06) – Development Services

Senior Planner Ethan Spoo explained some issues with the property such as fire flow. He also discussed zoning, sewer and water implementation if annexed including the following observations:

The streets are not wide enough for waste trucks. Three Fire Hydrants and access points are required, and boundaries for public safety are needed.

2. Refer potential changes in the use of 2% funds to the Lodging Tax Advisory Committee and 45-Day Notice (8/06) – Economic Development

Ethan Spoo explained that to begin this process, standard notice must be provided. Then the Committee will meet and afterward Council will consider their recommendations.

3. Collective Bargaining Agreement with Teamsters for Public Works (8/06) – Human Resources

Human Resources Director Sara Piccone provided an update on the new agreement settled with Teamsters Union for Public Works. She announced that retro-active salary increases in the new contract will expire in December of 2016. The Union ratified normal elections of benefits as well. This Agreement is pending Council approval.

4. New Unpaid Religious Holiday Legislation (8/06) – Human Resources

Human Resources Director Sara Piccone discussed the requirement for the new unpaid religious holidays- up to two days per year. She handed out more specific information on the new legislation to Council.

5. Local Agency Agreements for WSDOT for Veteran's Park Sidewalk Repair and Whidbey Avenue Crosswalk Projects (8/06) – Public Works

Public Works Director Cathy Rosen explained that the funding has been received through the Taps grant process for the Waterfront Trail and Whidbey Avenue Crosswalk design projects. Up to \$150,000 has been received for the Waterfront project and up to \$224,500 for the Crosswalk.

Councilmember AlMBERG inquired about the safety of the crosswalk placement on Whidbey Avenue.

Councilmember Munns stated concern for traffic flow.

Chief Green stated that he is unaware of any accidents on Whidbey Avenue except at Oak Harbor Road.

Emerging Issues

1. Revenue Projections for 2015-2016 – Finance

Finance Director Doug Merriman announced that the First Hearing on revenue projections for 2015-2016 will be presented at the August 6, 2014 Council Meeting.

ADJOURNMENT

Mayor Pro Tem Paggao adjourned the meeting at 4:06 p.m.

Kellye Mazzoli, Executive Assistant to the Mayor

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.b
Date: August 6, 2014
Subject: Approval of Payroll and
Accounts Payable Vouchers

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Nikki Esparza, City Attorney, as to form

SUMMARY STATEMENT

Oak Harbor Municipal Code Chapter 3.72 establishes procedures for claims (vouchers) payment. The documentation that regularly supports the signature coversheets is attached. Claim coversheets will be provided prior to the City Council meeting for appropriate Council signatures.

RECOMMENDED ACTION

I move to approve:

Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers listed in the attachments and Check Numbers listed in the August 6, 2014 Regular Agenda.

ATTACHMENTS

Voucher List(s)

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158883	6/30/2014	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW O	21		PROF SVC/GENERAL 2014	23,702.00
			24		PROF SVC/GENERAL 2014	12,825.55
					Total :	36,527.55
1	Vouchers for bank code :	bank			Bank total :	36,527.55
1	Vouchers in this report				Total vouchers :	36,527.55

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158884	7/1/2014	0007514 AHN, MICHELLE	Ref000216011		UB Refund Cst #00161220	95.32
Total :						95.32
158885	7/1/2014	0007512 BROWER, PATRICIA L	Ref000216005		UB Refund Cst #00120830	120.00
			Ref000216006		UB Refund Cst #00120830	31.73
Total :						151.73
158886	7/1/2014	0007513 MATRO, PRISCO OR MARY CLAIRE	Ref000216008		UB Refund Cst #00151815	13.92
			Ref000216009		UB Refund Cst #00151815	7.42
			Ref000216010		UB Refund Cst #00151815	7.42
Total :						28.76
158887	7/1/2014	0007515 MOSS, GEORGE	Ref000216013		UB Refund Cst #00161789	120.31
Total :						120.31
158888	7/1/2014	0001365 TARA PROPERTIES	Ref000216007		UB Refund Cst #00125561	102.10
Total :						102.10
158889	7/1/2014	0007516 WARDLAW, MATTHEW	Ref000216014		UB Refund Cst #00164395	81.68
Total :						81.68
158890	7/1/2014	0001391 WINDERMERE	Ref000216012		UB Refund Cst #00161517	214.91
Total :						214.91
7 Vouchers for bank code : bank						Bank total : 794.81
7 Vouchers in this report						Total vouchers : 794.81

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158891	7/7/2014	0007517 MARION COUNTY SHERIFF'S OFFICE	070214		BAIL/WARRANT #CR599-599F	500.00
					Total :	500.00
158892	7/8/2014	0000066 AWC EMPLOYEES BENEFITS TRUST	070814		EAP/PREMIUMS	41.54
					Total :	41.54
158893	7/8/2014	0000860 STANDARD INSURANCE COMPANY	063014		LONG TERM DISABILITY	4,316.16
					Total :	4,316.16
158894	7/8/2014	0007273 CAMPGROUND AUTOMATION SYS, INC	063014		RV PARK ONLINE SYSTEM	444.00
					Total :	444.00
158895	7/10/2014	0007449 A-1 PERFORMANCE, INC	20998		JANITORIAL SERVICES	2,813.06
					Total :	2,813.06
158896	7/10/2014	0000028 ALL ISLAND LOCK & KEY	23281		PADLOCKS/KEYS	335.40
			23288		PADLOCK/KEY	113.44
					Total :	448.84
158897	7/10/2014	0000029 ALL PHASE ELECTRIC SUPPLY	0952-707332		BATTERIES	147.14
					Total :	147.14
158898	7/10/2014	0000042 ANACORTES, CITY OF	900-9080-00		JUN 2014/WATER PURCHASED	118,345.00
			901-9080-01		JUN 2014/WATER PURCHASED	1,226.78
			901-9080-02		JUN 2014/WATER PURCHASED	11,675.23
					Total :	131,247.01
158899	7/10/2014	0002044 ANACORTES.NET/HOW IT WORKS	45916		WEBSITE CHANGES	25.00
					Total :	25.00
158900	7/10/2014	0000159 AT&T MOBILITY	287249477751X0624201		AIRCARDS	467.43
					Total :	467.43
158901	7/10/2014	0000065 AVOCET ENVIRONMENTAL TESTING	1401892-IN		TESTING	112.00
					Total :	112.00
158902	7/10/2014	0007522 BARGER, PENNY	070714		CAMP FEE REFUND	25.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158902	7/10/2014	0007522 0007522 BARGER, PENNY			(Continued)	Total : 25.00
158903	7/10/2014	0000081 BAY PRINTING	22876		LAMINATION	299.47
						Total : 299.47
158904	7/10/2014	0004917 BLATTMAN, ENA KAY	1		TRAVEL REFUND	180.00
						Total : 180.00
158905	7/10/2014	0002644 C JOHNSON CONSTRUCTION, INC	3946		LEAK REPAIR	14,809.10
						Total : 14,809.10
158906	7/10/2014	0003675 CAMPBELL, JAMES	TRAVEL REIMB		TRAVEL REIMB	504.92
						Total : 504.92
158907	7/10/2014	0006983 CAMPING WORLD OF BURLINGTON	151306 153103		LEAK TESTNIG REPAIRS	593.93 2,403.26
						Total : 2,997.19
158908	7/10/2014	0000627 CAPITAL ONE COMMERCIAL	199031585211		SUPPLIES	472.36
						Total : 472.36
158909	7/10/2014	0000150 CASCADE NATURAL GAS	08793000004 18583000007 36624000000 40661045647 58793000009 80434000008 82193000005 90134000004		NATURAL GAS/POLICE STATION NATURAL GAS/TREATMENT PLANT NATURAL GAS/FIRE STATION NATURAL GAS/ANIMAL SHELTER NATURAL GAS/CITY HALL NATURAL GAS/CITY SHOP NATURAL GAS/ANNEX NATURAL GAS/ADULT CARE CENTER	25.21 10.00 145.09 40.64 158.51 244.40 22.53 31.47
						Total : 677.85
158910	7/10/2014	0004605 CEMEX	9428768379 9428768380 9428793442		STREET SWEEPINGS SWEEPINGS STREET SWEEPINGS	1,546.11 1,565.16 1,450.81
						Total : 4,562.08
158911	7/10/2014	0007525 CHARGEPOINT, INC	15902		CTSW-SAS-COMM	510.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158911	7/10/2014	0007525 0007525 CHARGEPOINT, INC			(Continued)	Total : 510.00
158912	7/10/2014	0001433 COLE, DONNA	1		TRAVEL REFUND	27.00
						Total : 27.00
158913	7/10/2014	0005773 COMCAST	8498300270032002		CABLE	112.98
			8498300270032028		XFINITY	12.71
			8498300271046803		CABLE/INTERNET	402.04
						Total : 527.73
158914	7/10/2014	0000197 CONCRETE NORWEST	960833		BUILDING SAND	4,048.86
						Total : 4,048.86
158915	7/10/2014	0001860 CORT, LARRY	TRAVEL REIMB		TRAVEL REIMB	448.48
						Total : 448.48
158916	7/10/2014	0000235 DAVIDO CONSULTING GROUP, INC	13513		PROF SVC/OAK HARBOR SCENIC HEIC	1,405.75
						Total : 1,405.75
158917	7/10/2014	0000257 DUTCH MAID CLEANERS	063014		JUN 2014/LAUNDRY SERVICES	268.44
			1070		LAUNDRY SERVICES	19.02
						Total : 287.46
158918	7/10/2014	0000273 EDGE ANALYTICAL, INC	14-10775		TESTING	1,068.00
			14-11789		TESTING	18.00
						Total : 1,086.00
158919	7/10/2014	0006747 EQUINOX RESEARCH & CONSULTING	11-410-3		PROF SVC/42 " OUTFALL	4,130.81
			11-413-15		PROF SVC/PIT ROAD	15,608.39
			12-442-7		PROF SVC/ARCHAEOLOGIST	22,703.95
			14-492		PROF SVC/SCENIC HEIGHTS DRAINAG	3,326.69
						Total : 45,769.84
158920	7/10/2014	0005086 EZINE INDUSTRIES, INC	858503		JUN 2014/COMMUNITY ALERT	9.75
						Total : 9.75
158921	7/10/2014	0002900 FASTENAL	WAOAK17577		FASTENERS	0.86
			WAOAK17582		SEALS	273.20

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158921	7/10/2014	0002900 0002900 FASTENAL			(Continued)	Total : 274.06
158922	7/10/2014	0007520 FITZGERALD, LOU	1		TRAVEL REFUND	27.00
						Total : 27.00
158923	7/10/2014	0007141 FREEDOM PROPERTIES, LLC	073114		AUG 2014/ANIMAL SHELTER	2,500.00
						Total : 2,500.00
158924	7/10/2014	0000355 FRONTIER	007-9244		CURRENT PHONE CHARGES	239.74
			240-2350		CURRENT PHONE CHARGES	1,294.75
			279-1060		CURRENT PHONE CHARGES	57.00
			675-1568		CURRENT PHONE CHARGES	215.16
			675-1572		CURRENT PHONE CHARGES	56.85
			675-1669		CURRENT PHONE CHARGES	56.85
			675-2111		CURRENT PHONE CHARGES	62.62
			675-3121		CURRENT PHONE CHARGES	56.85
			675-5190		CURRENT PHONE CHARGES	38.12
			675-6794		CURRENT PHONE CHARGES	51.94
			675-6858		CURRENT PHONE CHARGES	56.85
			679-0500		CURRENT PHONE CHARGES	61.54
			679-1640		CURRENT PHONE CHARGES	57.00
			679-1651		CURRENT PHONE CHARGES	56.85
			679-1789		CURRENT PHONE CHARGES	57.00
			679-2530		CURRENT PHONE CHARGES	56.85
			679-2628		CURRENT PHONE CHARGES	337.99
			679-3902		CURRENT PHONE CHARGES	61.01
			679-8477		CURRENT PHONE CHARGES	83.01
			679-8702		CURRENT PHONE CHARGES	91.65
			770-2694		CURRENT PHONE CHARGES	35.11
			770-2715		CURRENT PHONE CHARGES	26.50
						Total : 3,111.24
158925	7/10/2014	0000326 FRONTIER BUILDING SUPPLY	94100		SUNWOOD	78.26
			94452		TREATED	27.69
						Total : 105.95
158926	7/10/2014	0004088 FULLER, MARY	1		TRAVEL REFUND	27.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158926	7/10/2014	0004088 0004088 FULLER, MARY	(Continued)			Total : 27.00
158927	7/10/2014	0000329 GALLS	000965589C		CREDIT	-270.00
			3524580		UNIFORMS	69.99
			3524580		PANTS/HAFFNER	146.93
			3524580		PANTS/WALSTAD	139.98
			3737652		ENGRAVING	27.47
					Total :	114.37
158928	7/10/2014	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	1,250.00
					Total :	1,250.00
158929	7/10/2014	0007501 GIBBON, NOEL	070314		KEY DEPOSIT REFUND	5.00
					Total :	5.00
158930	7/10/2014	0002788 GLOCK PROFESSIONAL, INC	TRP/100057569		REGISTRATION/ESPARZA	195.00
					Total :	195.00
158931	7/10/2014	0001586 GOLDER, JAMES	1		TRAVEL REFUND	54.00
					Total :	54.00
158932	7/10/2014	0000349 GRAINGER	9467860806		DUCT TAPE	142.83
					Total :	142.83
158933	7/10/2014	0002940 GRAY & OSBORNE, INC	13518.00-13		PROF SVC/WATER SYSTEM IMPROVEM	8,967.08
					Total :	8,967.08
158934	7/10/2014	0000351 GRAYBAR	973327056		CUT REEL GENERIC	110.82
					Total :	110.82
158935	7/10/2014	0004974 GREEN LIGHT SOLUTIONS	8282		MAINTENANCE & INSPECTIONS	940.00
					Total :	940.00
158936	7/10/2014	0007506 HAGA, CAROLYN	1		TRAVEL REFUND	27.00
					Total :	27.00
158937	7/10/2014	0000323 HD FOWLER COMPANY	I3668733		ROTOR/NOZZLES	634.37

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158937	7/10/2014	0000323 0000323 HD FOWLER COMPANY	(Continued)			Total : 634.37
158938	7/10/2014	0005515 HDR ENGINEERING, INC	00415188-H		PROF SVC/UTILITY RATE AND FEE UPI	1,313.50
						Total : 1,313.50
158939	7/10/2014	0001251 HEWLETT-PACKARD COMPANY	54485246 54501479		MISCELLANEOUS ITEM MEMORY	53.26 53.26
						Total : 106.52
158940	7/10/2014	0006629 HIZON, TARA	TRAVEL REIMB		TRAVEL REIMB	457.83
						Total : 457.83
158941	7/10/2014	0003095 HOME DEPOT CREDIT SERVICES	9020075 9572781		SURGE IND VELCRO	23.85 12.99
						Total : 36.84
158942	7/10/2014	0006047 HORIZON	2M029892		IDLER PULLEY	40.04
						Total : 40.04
158943	7/10/2014	0000394 HUMAN RESOURCE SERVICES	062414		JUL 2014/UNEMPLOYMENT SERVICES	110.00
						Total : 110.00
158944	7/10/2014	0000396 I-COM	14-Q3UF-7 14-UFQ2-7		3RD QTR 2014/USER FEES 2ND QTR 2014/USER FEES	87,289.49 7,397.03
						Total : 94,686.52
158945	7/10/2014	0000401 ISLAND COUNTY AUDITOR	0074905		FILING FEE	74.00
						Total : 74.00
158946	7/10/2014	0000410 ISLAND COUNTY SOLID WASTE	063014		JUN 2014/TIPPING FEES	72,962.42
						Total : 72,962.42
158947	7/10/2014	0000411 ISLAND COUNTY TREASURER	070114		CRIME VICTIM COMPENSATION	240.59
						Total : 240.59
158948	7/10/2014	0000433 ISLAND DRUG	114508197794		INMATE MEDS	70.08
						Total : 70.08

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158949	7/10/2014	0000445 JACKSON HIRSH, INC	0892001		LAMINATING SUPPLIES	153.06
Total :						153.06
158950	7/10/2014	0000454 JET CITY EQUIPMENT RENTAL	19808 19813 21337		DUMPING DUMPING EXCAVATOR RENTAL	10.87 21.74 2,077.26
Total :						2,109.87
158951	7/10/2014	0007042 JONES, PATTY	1		TRAVEL REFUND	50.00
Total :						50.00
158952	7/10/2014	0000491 LABOR & INDUSTRIES, WASHINGTON STATE	246226		BOILER INSPECTIONS	659.00
Total :						659.00
158953	7/10/2014	0000494 LAKESIDE INDUSTRIES	5034475MB 5034499MB 5102418MB 5102422MB 5102440MB		ASPHALT ASPHALT ASPHALT ASPHALT ASPHALT	148.90 387.87 660.46 309.80 338.87
Total :						1,845.90
158954	7/10/2014	0000979 LES SCHWAB	41400131442 41400131507		SMOOTH TUBELESS THRUST ANGLE ALIGNMENT	28.73 61.14
Total :						89.87
158955	7/10/2014	0000515 LOGGERS & CONTRACTORS, INC	00061424		NIPPLES/CPLRS	1,205.95
Total :						1,205.95
158956	7/10/2014	0001909 LONG, JAY	1		DRIVING SERVICES	78.00
Total :						78.00
158957	7/10/2014	0000522 LUEHR, TOM	1		DRIVING SERVICES	96.00
Total :						96.00
158958	7/10/2014	0002449 LUNDGREN, KATHLEEN	1		TRAVEL REFUND	27.00
Total :						27.00
158959	7/10/2014	0000530 MAILLIARD'S LANDING NURSERY	86202		YARD WASTE	262.50

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158959	7/10/2014	0000530 MAILLIARD'S LANDING NURSERY	(Continued)			
			86274		YARD WASTE	221.55
			86351		YARD WASTE	264.60
			86395		YARD WASTE	285.95
			86400		YARD WASTE	10.00
			86442		YARD WASTE	461.65
			86666		YARD WASTE	199.85
			86750		YARD WASTE	180.25
			86806		YARD WASTE	231.70
			86860		YARD WASTE	224.70
			86921		YARD WASTE	290.50
			87029		YARD WASTE	103.25
			87075		YARD WASTE	114.10
			87109		YARD WASTE	164.50
			87184		YARD WASTE	142.80
			87255		YARD WASTE	270.20
			87506		YARD WASTE	172.20
			87514		YARD WASTE	10.00
			87573		YARD WASTE	20.00
			87577		YARD WASTE	241.15
			87583		YARD WASTE	20.00
			87644		YARD WASTE	229.95
			87693		YARD WASTE	246.05
			87832		YARD WASTE	128.80
					Total :	4,496.25
158960	7/10/2014	0000660 MARKET PLACE FOOD & DRUG	422529		GROCERIES	114.95
			422537		GROCERIES	244.97
					Total :	359.92
158961	7/10/2014	0005025 MASCOTT EQUIPMENT	308745		ALARM REPAIRS	288.40
					Total :	288.40
158962	7/10/2014	0007306 MASSEY, MEG	EXP REIMB		EXP REIMB	75.48
					Total :	75.48
158963	7/10/2014	0006072 MASTER'S TOUCH, LLC	P35241		JUN 2014/POSTAGE FOR LATE NOTICE	487.96

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158963	7/10/2014	0006072 MASTER'S TOUCH, LLC	(Continued) P35242		JUN 2014/POSTAGE FOR STATEMENTS	2,918.51
					Total :	3,406.47
158964	7/10/2014	0006072 MASTER'S TOUCH, LLC	35241 35242 M141405		JUN 2014/MAILING SERVICES FOR LAT JUN 2014/MAILING SERVICES FOR STA TMT STORAGE	288.27 887.10 1,369.62
					Total :	2,544.99
158965	7/10/2014	0000040 MATRIX	608258962		LONG DISTANCE	400.37
					Total :	400.37
158966	7/10/2014	0007519 MAYOTTE, BRENDA	1		TRAVEL REFUND	54.00
					Total :	54.00
158967	7/10/2014	0006028 MCI COMM SERVICE	679-3902		LONG DISTANCE	37.27
					Total :	37.27
158968	7/10/2014	0000561 MERRIMAN, DOUGLAS	TRAVEL REIMB TRAVEL REIMB TRAVEL REIMB TRAVEL REIMB2		TRAVEL REIMB TRAVEL REIMB TRAVEL REIMB TRAVEL REIMB	510.72 73.50 125.00 70.50
					Total :	779.72
158969	7/10/2014	0004818 MICHAEL BOBBINK LAND USE SRVCS	062314		JUN 2014/HEARING EXAMINER SERVIC	1,500.00
					Total :	1,500.00
158970	7/10/2014	0007129 MICRO PRECISION CALIBRATION, I	STL-13643		CALIBRATION SERVICES	290.30
					Total :	290.30
158971	7/10/2014	0007526 MIDWEST COVER, INC	686623		BAG TIES	865.00
					Total :	865.00
158972	7/10/2014	0007524 MORRIS, EDWARD	5566		MOORAGE REFUND	3.25
					Total :	3.25
158973	7/10/2014	0004423 MUNICIPAL EMERGENCY SERVICES	00533894_SNV		SHIRT	74.11

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158973	7/10/2014	0004423 0004423 MUNICIPAL EMERGENCY SERVICES	(Continued)			Total : 74.11
158974	7/10/2014	0000612 NELSON PETROLEUM	0523987-IN		FUEL	805.57
						Total : 805.57
158975	7/10/2014	0000644 NORTH WHIDBEY LIONS	061914		CAR SHOW ADVERTISING	1,723.48
						Total : 1,723.48
158976	7/10/2014	0003946 OAC SERVICES, INC	128121		PROF SVC/OAK HARBOR WWT	5,617.12
						Total : 5,617.12
158977	7/10/2014	0000672 OAK HARBOR ACE	237879C		FILM	-38.02
			241293		BRUSHES/PRIMER/PAINT	331.80
			241316		JOINT PASTE/ADAPTERS/COUPLES/NII	45.31
			241384		RSTP/PAINTBRUSHES	17.34
			241419		HEAD MULT	342.32
			241420		CONTAINER/FARM LTX	69.31
			241452		HAMMERITE/CAR WASH	25.51
			241464		DR DCK	3.58
			241475		TIES	14.12
			241485		TWINE/WALLPLATE	3.35
			241547		EXT/WASHERS	4.53
			241554		CLEANER/HAND SANITIZER/ANGLE	33.64
			241563		HAMMERITE/GLSBLK	43.97
			241564		FASTENERS	-20.77
			241616		MEND PLATE	6.84
			241642		ROLLER TRAY/BULBS/HAMMERITE	52.42
			241672		COUPLE/BATTERY	23.88
			241698		FASTENERS	4.09
			241710		FASTENERS	1.89
			241762		MAGNETIC KEY STORAGE	3.25
			241780		SNAP	13.00
			241807		PIPE/ADAPTER/BUSHING/COUPLE	12.25
			241869		AQUA KEM	18.47
						Total : 1,012.08
158978	7/10/2014	0000668 OAK HARBOR AUTO CENTER	001-206820		CONNECTOR	32.97

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158978	7/10/2014	0000668 OAK HARBOR AUTO CENTER	(Continued)			
			001-206863		MINI LAMP/CLAMP	29.31
			001-206943		FLASHERS	29.38
			001-206950		FILTERS	4.40
			001-206961		SHIFT BUTTON	17.37
			001-206965		RET	-201.10
			001-207117		STANDARD SWITCH	69.41
			001-207159		FILTERS	4.40
			001-207187		FILTERS	9.04
			001-207301		RAD CAP	4.76
			001-207321		FILTERS	10.04
			001-207334		FILTERS	10.04
			001-207335		BATTERY CABLE	9.10
			001-207525		FILTERS	12.07
			001-207707		FILTERS	39.22
			001-207717		FILTERS	82.84
			001-207785		FILTERS	4.40
			001-207817		AIR BAG LAMP	13.78
			001-207901		FILTERS	77.17
			001-207907		RAD CAP	4.76
			001-207908		FILTERS	38.40
			001-207930		FILTERS	2.32
					Total :	304.08
158979	7/10/2014	0000676 OAK HARBOR POLICE DEPARTMENT	063014		PETTY CASH	19.32
					Total :	19.32
158980	7/10/2014	0000681 OAK HARBOR SCHOOL DISTRICT	0000130488		JUL 2014/COMPUTER NETWORK SUPP	6,708.33
					Total :	6,708.33
158981	7/10/2014	0003092 OAK HARBOR SIGNS	109		AWNING REMOVAL/INSTALLATION	5,261.08
					Total :	5,261.08
158982	7/10/2014	0002985 PACIFIC TIRE CO. INC	0078052		TIRES	816.81
			0078053		TIRES	864.55
			0078102		TIRES	732.62

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158982	7/10/2014	0002985 0002985 PACIFIC TIRE CO. INC	(Continued)			Total : 2,413.98
158983	7/10/2014	0000696 PAGGAO, DANNY	TRAVEL REIMB		TRAVEL REIMB	409.36 Total : 409.36
158984	7/10/2014	0000730 POWELL, JANIS	1		DRIVING SERVICES	108.00 Total : 108.00
158985	7/10/2014	0000743 PUGET SOUND ENERGY	200003131170 200004839284 200005643446 200010549943 200014366534 220003735804 300000007421 300000009906		ELECTRICITY/WELL #7 ELECTRICITY/1019 SW SWANTOWN AV ELECTRICITY/NEIL PK & HOLLAND GAF ELECTRICITY/WELL #6 ELECTRICITY/700 AV W & 80 NW ELECTRICITY/275 SE PIONEER WAY ELECTRICITY/FT NUGENT RD ELECTRICITY/2220 SW VISTA PARK DR	13.07 96.45 30.83 13.07 281.16 681.24 3,047.93 25.62 Total : 4,189.37
158986	7/10/2014	0006762 RAINIER ENVIRONMENTAL	1492		TESTING	500.00 Total : 500.00
158987	7/10/2014	0000965 REVENUE, WASHINGTON STATE DEPT OF	070814		LEASEHOLD TAX	27,994.15 Total : 27,994.15
158988	7/10/2014	0002508 RINEY PRODUCTION SERVICES	10-1337		TAPING SERVICES	1,407.62 Total : 1,407.62
158989	7/10/2014	0000775 ROSEN, CATHERINE	TRAVEL REIMB		TRAVEL REIMB	100.71 Total : 100.71
158990	7/10/2014	0005967 SEATTLE AUTOMOTIVE DIST	S6-343690		MOTOR/V-BELT/RELAY	402.61 Total : 402.61
158991	7/10/2014	0004415 SEATTLE PUMP	14-2611		BALL VALVE	294.31 Total : 294.31
158992	7/10/2014	0000852 SENIOR CENTER PETTY CASH	062614		PETTY CASH	226.28

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158992	7/10/2014	0000852 0000852 SENIOR CENTER PETTY CASH	(Continued)			Total : 226.28
158993	7/10/2014	0000964 SHERIFFS & POLICE CHIEFS, WASHINGTON	INV025828		SALES TAX	17.28
						Total : 17.28
158994	7/10/2014	0000822 SHRED-IT USA, INC	9403794514 9403794515 9403795116		SHREDDING SHREDDING SHREDDING	58.00 130.00 138.60
						Total : 326.60
158995	7/10/2014	0000831 SIX ROBBLEES', INC	14-286534 14-288042 14-288455 14-288458		VALVES LOW/MED SWI VALVE CAP GLOVES	171.42 68.48 53.81 144.46
						Total : 438.17
158996	7/10/2014	0000814 SKAGIT FARMERS SUPPLY	402930 489648 502072		PEANUT BUTTER FENCE POST ROUNDUP	10.80 34.09 217.38
						Total : 262.27
158997	7/10/2014	0007521 SMITH, ERIK	EXP REIMB		EXP REIMB	26.80
						Total : 26.80
158998	7/10/2014	0000851 SPRINT	140239187 182311697		LONG DISTANCE LONG DISTANCE	8.89 5.76
						Total : 14.65
158999	7/10/2014	0000860 STANDARD INSURANCE COMPANY	062014		LIFE/POCFF	220.63
						Total : 220.63
159000	7/10/2014	0003613 STANLEY ACCESS, INC	0903444337		CONTROL BOX	550.33
						Total : 550.33
159001	7/10/2014	0003883 STAPLES BUSINESS ADVANTAGE	3232608492 3232608494 3233582797 3233582800		POUCHES CARD STOCK/PADS DVDS/ENVELOPES/MEMO BOOKS/PEN HOOKS/TABS/BOXES/TAPE/INK	64.63 40.68 307.50 430.97

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159001	7/10/2014	0003883 STAPLES BUSINESS ADVANTAGE	(Continued)			
			3233582801		BATTERY BACKUP	67.18
			3233582803		MARKER BOARD	33.93
			3234076604		BOARD	99.53
			3234076605		MEMO BOOKS/SCISSORS/TONER	800.76
			3234076608		PRINTER	460.89
			3234076611		WRIST REST/PRINTER	239.21
			3234642669		LABELS/PAPER CLIPS/PENS	53.48
			3234642670		INK	204.33
			3234642671		PRINTER	258.11
			3234642672		THERMAL ROLLS	115.91
					Total :	3,177.11
159002	7/10/2014	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	126.00
					Total :	126.00
159003	7/10/2014	0000874 SURETY PEST CONTROL	1019792		PEST EXTERMINATION	54.35
					Total :	54.35
159004	7/10/2014	0001938 TECHNICAL SYSTEMS, INC	7510-001		MTU FABRICATION/INSTALLATION	15,962.60
					Total :	15,962.60
159005	7/10/2014	0000910 TRAFFIC SAFETY SUPPLY CO	984723		SIGNS	130.35
					Total :	130.35
159006	7/10/2014	0001053 TREASURER, WASHINGTON STATE	070114		COURT/BC FEES	12,119.01
					Total :	12,119.01
159007	7/10/2014	0000287 TYLER TECHNOLOGIES, INC	045-110842		FINANCIALS CONVERSION	937.00
					Total :	937.00
159008	7/10/2014	0006331 ULINE	58915592		RECLOSABLE BAGS	56.50
					Total :	56.50
159009	7/10/2014	0000923 UNITED PARCEL SERVICE	0000A0182W254		SHIPPING	38.56
					Total :	38.56
159010	7/10/2014	0000922 UNUM LIFE INSURANCE COMPANY	061814		LONG TERM CARE	142.20

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159010	7/10/2014	0000922 0000922 UNUM LIFE INSURANCE COMPANY	(Continued)			Total : 142.20
159011	7/10/2014	0004903 US BANK	4485591000611990		CREDIT CARD PURCHASES	2,419.13
						Total : 2,419.13
159012	7/10/2014	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	126.90
						Total : 126.90
159013	7/10/2014	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	30.50
						Total : 30.50
159014	7/10/2014	0000934 UTILITIES UNDERGROUND LOCATION	4040172		APR 2014/LOCATES	87.78
						Total : 87.78
159015	7/10/2014	0006694 VALLQUIST, MARIE	1		TRAVEL REFUND	27.00
						Total : 27.00
159016	7/10/2014	0007523 VAN ALTVORTST, JAMES	629		MOORAGE REFUND	65.50
						Total : 65.50
159017	7/10/2014	0002557 WAGNER, CLIFF	1		TRAVEL REFUND	54.00
						Total : 54.00
159018	7/10/2014	0001044 WASHINGTON CRIMINAL JUSTICE	20113771		REGISTRATION/SILVEIRA/YZAGGUIRE	150.00
						Total : 150.00
159019	7/10/2014	0007518 WELCH, TY	070314		KEY DEPOSIT REFUND	5.00
						Total : 5.00
159020	7/10/2014	0007094 WESTERN EQUIPMENT DIST, INC	754263.2		BUSHING	105.74
						Total : 105.74
159021	7/10/2014	0005064 WHATCOM COUNTY AS FINANCE	21224		2ND QTR 2014/MIN CHAIN	387.75
						Total : 387.75
159022	7/10/2014	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1269		JUN 2014/ANIMAL SHELTER	8,333.37
						Total : 8,333.37
159023	7/10/2014	0001016 WHIDBEY NEWS TIMES	0000222364		SUBSCRIPTION RENEWAL	75.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159023	7/10/2014	0001016 0001016 WHIDBEY NEWS TIMES			(Continued)	Total : 75.00
159024	7/10/2014	0001017 WHIDBEY PRINTERS	46989		CAMPING REMITTANCE ENVELOPES	310.88
						Total : 310.88
159025	7/10/2014	0007078 WHIDBEY SIGN COMPANY	14201		RACEWEEK FLAGS	1,232.17
						Total : 1,232.17
159026	7/10/2014	0007510 WHIDBEY TECH SOLUTIONS	50400		CONTROLLER/LICENSE	3,330.02
						Total : 3,330.02
159027	7/10/2014	0001068 ZUMAR INDUSTRIES, INC	0170193		SIGNS	234.36
						Total : 234.36
137 Vouchers for bank code : bank						Bank total : 540,358.22
137 Vouchers in this report						Total vouchers : 540,358.22

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
159028	7/16/2014	0007527 QUICHOCHO, JEFFREY	Ref000216317		UB Refund Cst #00157424	1,600.00	
Total :						1,600.00	
1 Vouchers for bank code :		bank				Bank total :	1,600.00
1 Vouchers in this report					Total vouchers :	1,600.00	

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

Bill No. C/A 4.c
Date: August 6, 2014
Subject: Surplus Authorization-Mowers

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

[Signature] Scott Dudley, Mayor
[Signature] Larry Cort, City Administrator
[Signature] Doug Merriman, Finance Director
[Signature] Nikki Esparza, City Attorney, as to form

PURPOSE

This agenda bill seeks authorization to surplus two (2) Jacobsen mowers to be traded to Western Equipment & Irrigation Distributors in the amount of \$15,000.00.

FISCAL IMPACT DESCRIPTION

Funds Required: _____

Appropriation Source: _____

SUMMARY STATEMENT

On July 1, 2014, City Council authorized the purchase of one (1) Toro Mower. Included in the proposal was the trade in of two (2) Jacobsen mowers in the amount of \$15,000.00

In order to trade in these two mowers, they first need to be surplussed by City Council.

Therefore, staff is seeking authorization to surplus the following two (2) mowers:

- Jacobsen 9611 VIN#7052500002026
- Jacobsen AR 522 VIN#6808201956

RECOMMENDED ACTION

A motion to approve the surplus of two (2) Jacobsen mowers and authorize the trade-in to Western Equipment & Irrigation Distributors in the amount of \$15,000.00.

ATTACHMENTS

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.d
Date: August 6, 2014
Subject: LTAC appointment; Peter
Franssen

FROM: Ethan Spoo, Economic Development Coordinator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

This agenda bill proposes the appointment of Peter Franssen to the Lodging Tax Advisory Committee to fill the final vacant spot on that committee.

FISCAL IMPACT DESCRIPTION

Funds Required: \$ N/A

Appropriation Source: N/A

BACKGROUND INFORMATION

RCW 67.28.1817 requires that cities of 5,000 in population or greater establish a Lodging Tax Advisory Committee (LTAC) consisting of at least five members to be appointed by the legislative body of the municipality. The membership of the LTAC shall consist of (a) At least two members who are representatives of businesses required to collect lodging tax; and (b) at least two members who are persons involved in activities authorized to be funded by revenue received.

Council will recall that on March 18 of this year, it approved Ordinance 1689 increasing the membership of the LTAC from five to seven members. Due to the increase in number of members and the need to fill expiring terms, the LTAC currently has one vacancy for an organization representing a business required to collect the tax (“collectors”). If his name is approved by Council, Mr. Franssen will be filling one of the pre-designated seats on that committee as a lodging tax collector in his role as owner of the Auld Holland Inn.

Assuming Mr. Franssen is appointed, the membership of the committee is as follows:

Representing collector businesses

City of Oak Harbor City Council Agenda Bill

1. Dana Beckman
2. Robert Lundstrom
3. Peter Franssen

Representing potential recipient groups

1. Michelle Curry
2. Lee Ann Mozes
3. Ron Apgar

Elected Official

1. Councilmember Jim Campbell (Chair)

RECOMMENDED ACTION

1. Motion to appoint Peter Franssen to the Lodging Tax Advisory Committee

ATTACHMENTS

Attachment A – Biography form for Peter Franssen

Biography Form

Recommended Board Appointment for: Lodging Tax Advisory Committee

Name: Peter Franssen Date: 07/16/2014

Address: 33345 State Route 20

City, State, Zip: Oak Harbor, WA 98277

Telephone Number (O) 675-4441 Email: Pete@jetcityequipmewnt.com
(Cell) 914-7450

Mailing Address (if different from above): N/A

Resident of Oak Harbor/Whidbey Island for: 40 Years

Occupation and Place of Employment (if retired, reference previous occupation): Co-Owner/Manager of Several Businesses:

Auld Holland Inn
Jet City Equipment
A-1 Towing
F-1 Sand & Gravel
Several Apartment Complexes

Local Group or Civic Affiliations: Boy Scouts of America

Special Interests: Automobile Restoration / Boating

Other General Comments:

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.e
Date: August 6, 2014
Subject: Referral of Change in the Use of Lodging Taxes to Lodging Tax Advisory Committee

FROM: Ethan Spoo, Economic Development Coordinator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

This agenda bill refers to the Lodging Tax Advisory Committee (LTAC), any changes in the use of Lodging Taxes (“2 % Funds”) that may be considered by the City.

FISCAL IMPACT DESCRIPTION

Funds Required: \$ _____

Appropriation Source: _____

Until the Lodging Tax Advisory Committee makes recommendations on the use of Lodging Tax revenues and the Council takes final action (anticipated for later this year), the exact fiscal impact is unknown.

BACKGROUND INFORMATION

Under RCW 67.28.1817, Council refers any changes to the Lodging Tax Advisory Committee for consideration at least 45 days prior to taking action on any such changes. Staff customarily requests action from Council in the late Summer or early Fall of each year on changes to the use of lodging tax revenues. For Council’s reference, a tentative schedule for the Lodging Tax Advisory Committee is included as Attachment A to this agenda bill.

RECOMMENDED ACTION

1. A motion to refer potential changes in the use of 2% funds to the Lodging Tax Advisory Committee for review and comment.

ATTACHMENTS

Attachment A – Lodging Tax Advisory Committee Schedule, 2014.

Attachment A: LTAC Proposed Schedule, 2014

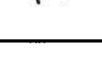
Action	Date	Notes
CC Workshop	5/28/2014	Advance notice on new system & 45-day clock
CC Mtg	7/1/2014	45-day notice & confirm LTAC appointments
LTAC Logistics Meeting	July	Discuss new schedule and new forms, welcome new members
Advertise for Submissions/Information Sessions	End of July/Beg. August	Allow 45 days for submissions
Applicant Information Session	8/13/2014	Staff gives information session for potential applicants
45-day statutory requirement met	8/15/2014	End of 45-day statutory period
Applications Due	9/19/2014	
LTAC Applicant-Presentations Meeting	10/1/2014	Applicant Presentations & Committee Questions
LTAC Award Recommendations Mtg	10/15/2014	Recommendations made to CC
CC Workshop	10/22/2014	Advance Notice on Awards
CC Award Meeting	11/4/2014	Grant Awards
Send out award letters	11/5/2014	

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

Bill No. C/A 4.f
Date: August 6, 2014
Subject: Dept. of Corrections Contract –
Amendment Approval

FROM: Edgar J. Green, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry E Cort, Interim City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE:

The purpose of this agenda bill is seeking approval of the Agreement Amendment for the Washington State Department of Corrections Contract (DOC) Interagency Agreement (#K9413) dated: January 1, 2012 through December 31, 2014.

SUMMARY:

On June 16, 2014 the Washington State Department of Corrections an amendment to us for our existing Interagency Agreement (#K9413) and asked that we review it and sign it. I reviewed it and discovered it changed some verbiage in Section 1 of the existing contract. In discussing this with DOC, I learned that the intent of this amendment is to clarify the language used in Section 1 of our existing agreement.

The amendment has been reviewed by Nikki Esparza, City Attorney and approved for inclusion to the existing agreement.

RECOMMENDED ACTION

Review Washington State Department of Corrections Contract (DOC) Interagency Agreement (#K9413) and authorize the Mayor to sign.

ATTACHMENTS

1. Copy of Washington State Department of Corrections Contract (DOC) Interagency Agreement (#K9413)
2. Copy of Section 1 Amendment for Washington State Department of Corrections Contract (DOC) Interagency Agreement (#K9413)

MAYOR'S COMMENTS

INTERAGENCY AGREEMENT

PURPOSE

This Agreement is entered into by City of Oak Harbor (City) and the Department of Corrections (Department) for the purpose of maximizing the efficient and cost effective use of existing resources and to provide adequate facilities and programs for the confinement, care, and treatment of Department Offenders in accord with the provisions of RCW 72.68.040. The Department and the City specifically find this Agreement is necessary and desirable in order to provide adequate housing and care to the Department Offenders transferred to the City.

In consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

Article I
DEFINITIONS

Section 1.1 ADP – Average Daily Population of Department Offenders housed at the Facility.

Section 1.2 Base Rate Per Diem - The cost per day for care, housing and board of a Department Offender.

Section 1.3 City – City of Oak Harbor and its employees, agents, elected officials, contractors, vendors, and volunteers.

Section 1.4 Department or DOC – Washington State Department of Corrections.

Section 1.5 Department Offender - Any Offender under the Department's jurisdiction.

Section 1.6 DOC Utilization Management Office - The Department's medical contact that receives, reviews, and approves City extraordinary medical expense requests to provide necessary medical care to Department Offenders. During normal business hours the Nurse Desk is available at (NurseDesk@DOC1.wa.gov or 360-725-8733). After hours the Medical Duty Officer is available at 360-725-8728.

Section 1.7 Extraordinary Medical Care - Medically necessary care that is not commonly available through the Facility as In-Facility Care and which incurs additional cost.

Section 1.8 Extraordinary medical expense - Medical expenses beyond the medical expense included in the Base Rate Per Diem for in Facility care of Department Offenders.

Section 1.9 Facility – The City operated correctional Facility for the housing of adult Offenders.

Section 1.10 Formulary Medications - Medications described in the DOC Pharmaceutical Management and Formulary Manual. The formulary can be viewed at: <http://doc.wa.gov/business/healthcareproviders/default.asp>.

Section 1.11 In-Facility care - Medical care provided to Department Offenders as a part of the Base Rate Per Diem to include over-the-counter medications, routine medical/mental

health/dental care, regular medical screening, and emergent medical treatment, substantially equivalent to services provided to other City inmates.

Section 1.12 Inmate - Any resident of the Facility that is not a Department Offender.

Section 1.13 Licensed Practitioner - Any licensed health care practitioner performing services within the person's authorized scope of practice following RCW Title 18.

Section 1.14 Medicaid - Title XIX of the Social Security Act enacted by the social security amendments of 1965 (42 U.S.C. Sec. 1396; 79 Stat. 343), as amended.

Section 1.15 Medically Necessary Care - Medical care that meets one or more of the following criteria for a given patient at a given time:

- Section 1.15.1** Is essential to life or preservation of limb, OR
- Section 1.15.2** Reduces intractable pain, OR
- Section 1.15.3** Prevents significant deterioration of activities of daily living (ADLs), OR
- Section 1.15.4** Is of proven value to significantly reduce the risk of one of the three outcomes above (e.g. certain immunizations), OR
- Section 1.15.5** Immediate intervention is not medically necessary, but delay of care would make future care or intervention for intractable pain or preservation of ADLs significantly more dangerous, complicated, or significantly less likely to succeed, OR
- Section 1.15.6** Reduces severe psychiatric symptoms to a degree that permits engagement in programming that advances correctional interests, OR
- Section 1.15.7** Is described as part of a Departmental policy or health care protocol or guideline and delivered according to such policy, protocol, or guideline, OR
- Section 1.15.8** From a public health perspective, is necessary for the health and safety of a community of individuals and is medically appropriate, but may not be medically necessary for the individual (for example, treatment for head lice).
- Section 1.15.9** Not considered experimental or to be lacking in medically recognized professional documentation of efficacy; and
- Section 1.15.10** Not administered solely for the convenience of the Offender or the health care provider.

Section 1.16 Offender Day – an Offender Day is any day a Department Offender is in the custody of the City including the first day the Offender is delivered to the City. An Offender Day ends at midnight of the day immediately preceding the day of the Offender's release or return to the custody of the Department. An Offender Day shall not include any day that is by state law the financial responsibility of the City or any other jurisdiction.

Section 1.17 Offender Health Plan - The Department's Offender Health Plan (OHP) describes the medically necessary medical care, mental health, and dental care services available to Department Offenders, as well as the services that are limited or not available. The OHP is not a contract or a guarantee of services to Department Offenders. The OHP can be reviewed at <http://doc.wa.gov/family/Offenderlife/docs/OffenderHealthPlan.pdf>.

Section 1.17.1 The Department under the OHP and consistent with RCW 70.48.130(2), does not consider experimental or elective procedures to be medically necessary. The Department will not reimburse the City for elective or experimental medical procedures. The Department shall not be responsible for the payment of or for medical care required as a result of any tort committed by the City, or its employees, or by its agents, contractors, vendors, or volunteers in the course of their providing services to Department Offenders, or for care which could have foreseeably been prevented.

Section 1.18 Secretary – the Secretary of the Department of Corrections or his or her designee.

Article II TERM OF THE AGREEMENT

Section 2.1 Term. This Agreement supersedes all previous oral and written contracts and agreements between the parties relating to the confinement, care, and treatment of Department Offenders. This Agreement commences on January 1, 2012 and continues through December 31, 2014, unless terminated by either party pursuant to this Agreement.

Section 2.2 Termination. This Agreement may be terminated by either party, without cause, upon sixty (60) days written notice to the other party. Not later than 60 days after the receipt or delivery of a termination notice, the Department agrees to take physical custody of Department Offenders confined at the Facility pursuant to this Agreement. Both parties agree to waive the written notice requirement if either party in its sole discretion, determines there is an immediate threat to public safety, health, or welfare that requires termination. Both parties agree to provide verbal and written notice of the termination as soon as possible in such cases.

Section 2.3 Termination Due to Non-Appropriation of Funds. The terms of this Agreement are contingent upon sufficient appropriations by the Washington State Legislature to the Department to pay sums pursuant to this Agreement. If the Legislature does not allocate sufficient appropriations, this agreement shall terminate immediately without penalty and without the sixty (60) day notice period. The Department is responsible for the City services provided to Department Offenders prior to termination and removal of Department Offenders.

Article III RESPONSIBILITIES

Section 3.1 Target Population. Department Offenders transferred to the City will be primarily, but not exclusively, those who are in violation of community supervision requirements, awaiting a hearing on alleged violations, and work release violators.

Section 3.2 Offender Housing. The City agrees to confine and supervise Department Offenders Facility pursuant to this Agreement. Department Offenders may be integrated with the City's inmate population, as allowed by law, regulation, or ordinance. Placement of

Department Offenders in the Facility may occur at any time after the beginning of the term of this Agreement, pursuant to Section 3.03, below.

Section 3.3 Transportation of Department Offenders

Section 3.3.1 The Department agrees to provide or arrange for transportation of its Offenders to and from the City of Oak Harbor Facility except when the transportation is determined by Facility staff to be necessary to secure emergency medical evaluation or treatment, or when transportation is required to support the orderly operation of the Facility, in which case the City shall provide such transportation.

Section 3.3.2 The City agrees to assist, when possible, in the transportation of Department Offenders to and from other facilities in surrounding counties, to include placing Department Offenders on City transportation during regularly-scheduled trips.

Section 3.3.3 City Transport Costs. The Department agrees to reimburse the City for all reasonable costs incurred by the City for its transports of Department Offenders requested by the Department, unless the Department Offender is transported by the City during the City's regularly scheduled trip.

Section 3.3.4 Department Transportation to Department Facilities. The Department agrees to provide the City a minimum of 24 hours written notice prior to transporting a Department Offender from the City Facility. The Department shall be responsible for the transportation of Department Offenders to and from Department facilities.

Section 3.4 Return of Department Offenders.

Section 3.4.1 Return of Department Offenders to Department. The Department may demand that a Department Offender be returned to Department custody at any time. These Offender returns will be at the Department's expense unless the Department Offender is transported by the City during a City's regularly scheduled trip to the scheduled location.

Section 3.4.2 City's Return of Department Offenders. The City may request to return a Department Offender to the Department, at any time. The Department agrees to accept custody as soon as possible but not later than 7 days after receiving the City's request. If the City requests the Department Offender's return, and the Department cannot meet the City's timeframe, then the City may transport the Offender to the nearest Department designated location.

Section 3.4.3 Court's Return of Department Offenders. If a Court with competent jurisdiction orders a Department Offender be returned to the Department, then the Department agrees to accept custody as soon as possible, but not later than three (3) days after receiving notice. The Department shall be responsible for the Department Offender's transportation to the nearest suitable Department designated location, unless the Offender can be transported by the City during the City's regularly-scheduled trip.

Section 3.5 Return of Department Offender to the Community. The City shall complete a national "Wants and Warrants" check and agrees to notify the Department, and any interested jurisdiction, of the Department Offender's pending release at least seven (7) business days and not later than 24 hours prior to a Department Offender's release to the community due to the

Offender's completion of a sanction or sentence. The Department Offender may be released directly from the Facility.

Section 3.6 Jurisdiction. Department Offenders placed in City custody are under the jurisdiction of the Department, however upon the Offender's placement at the Facility, the Department authorizes the City to assume custody. The Department agrees to provide the City with documentation of the City's authority to detain the Offender. The City agrees to notify the Department immediately, if and when non-department holds are placed on, closed or removed from Department Offenders.

Section 3.6.1 Upon transfer of the Offender to any other Facility, the City agrees to provide a copy of the authorization to hold the Offender on the Department's behalf.

Section 3.7 Public Records. Both parties agree to comply with Washington State's Public Records Act, RCW 42.56.040 through 42.56.570 (act). The act requires each party to make available for inspection and copying nonexempt "public records." A "public record" includes any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by the party in accord with RCW 42.56.070(1).

Section 3.8 Medical Care. It is the intent of the parties that Department Offenders in the City's custody receive safe, appropriate and cost-effective medical care consistent with the Department's Offender Health Plan.

Section 3.8.1 City Responsibilities

3.8.1.1 The City agrees to provide Department Offenders in facility care identical to the care provided to City inmates. The City agrees to provide Department Offenders twenty-four (24) hour access to emergent medical care. The City agrees to provide the most cost-effective, medically appropriate method of transportation and security for all Department Offenders taken to out of facility, in-city emergent and non-emergent medical appointments.

3.8.1.2 The City agrees to obtain pre-authorization through the Department's Utilization Management Office for all health care beyond what is normally provided to City inmates, under this Agreement. In an emergency, when pre-authorization is not feasible, the City agrees to take all reasonable steps to notify the Department, as soon as possible, but not later than 4 hours after transporting the Department Offender to the nearest emergency room or other medical facility and before any hospital admission.

3.8.1.3 The City agrees to be financially responsible for all unauthorized, non-emergent and non-medically necessary health care provided to Department Offenders.

Section 3.8.2 Department Responsibilities:

3.8.2.1 The Department agrees to be financially responsible for pre-authorized extraordinary medical care provided by the City to Department Offenders

that is consistent with this Agreement, the OHP and the Department's prescription formulary.

- 3.8.2.2** The Department agrees to reimburse the City for emergency medical costs incurred by a Department Offender under the conditions of this Agreement. Emergency medical care costs may include a facility fee, physician services, labs and x-rays. The Department is not obligated to reimburse the City for medical care or treatment provided to a Department Offender without the Department's pre-authorization, or in an emergency within the agreed timeframe specified in paragraph 3.8.1.2.
- 3.8.2.3** The Department may, at its option, request the return of a Department Offender for medical reasons. The Department's financial responsibilities under this agreement terminate when the Department takes custody of the Offender or when the Department's hold or detainer is no longer valid, whichever is earliest.
- 3.8.2.4** The Department at its sole discretion may provide Department Offenders prescription medications or, reimburse the City for prescription medications it provides as long as the City provided prescription medications are consistent with the Offender Health Plan and Formulary. Non-Formulary medications must be pre-authorized by the Department's Utilization Management Office. The City may require Department Offenders to submit co-pay for medications.

Section 3.8.3 Safe Transfer of Care

- 3.8.3.1** The City agrees to consult with a registered nurse at the receiving facility and/or the Department's Utilization Management Office prior to transferring a Department Offender for medical reasons. The City also agrees to consult telephonically with the medical or correctional facility receiving the Offender and agrees to transport with the Offender, any applicable: medical records, and current care instructions, an appropriately labeled 5-day supply of the Offender's current non-controlled substance medications, and any previously issued over-the-counter medication. The medical record shall at a minimum include the Offender's name, DOC number, date of birth, any known allergies, current medication list and description of current medical problem(s), the in facility medical care provided, and the facility health staff contact information.
- 3.8.3.2** If the City transfers a Department Offender to any other facility, the City agrees to provide a copy of the Department's authorization to hold the Offender to the receiving facility.
- 3.8.3.3** The Department agrees to transport with the Offender, any applicable: medical records, and current care instructions, an appropriately labeled 5-day supply of the Offender's current non-controlled substance medications, and any previously issued over-the-counter medication. The medical record shall at a minimum include the Offender's name, DOC number, date of birth, any known allergies, current medication list and

description of current medical problem(s), the in facility medical care provided, and the facility health staff contact information.

Section 3.8.4 Medical Care Utilization Review: The City agrees to allow the Department and its agents to conduct concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department Offenders. The City agrees that any and all of its medical service contracts will include authorization for Department concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department Offenders.

Section 3.8.5 Medical Billing: City costs incurred for Department Offender medical care not included in the Base Rate Per Diem will be reimbursed by the Department consistent with this Agreement. The City agrees to bill the Department monthly, itemized medical bills should be sent electronically to: DOCHQMedicalRAB@DOC1.WA.GOV. The itemized reimbursement claims must contain the Offender's name and DOC number, attached supporting documentation of the service provided that includes; the date of service, the name of the Practitioner that ordered the service, details of the service/item(s) provided, the prescriptions(s) provided, the facility(s) that provided the service(s). The City agrees to submit itemized billing statements electronically to the Department for reimbursement and data collection purposes.

Total payments from all sources to licensed practitioners for care rendered to eligible Department Offenders under chapter 74.09 RCW shall not exceed the established amount for similar services provided under Title XIX Medicaid, less any payments received from the Department Offender or other sources on his/her behalf.

The City also agrees to submit itemized bills for medical services as soon as possible but in no event later than six (6) months after the date of service.

Section 3.9 Notification of Release Date. The Department agrees to calculate Department Offender's release date and notify, when possible, the Offender of his/her release date. The Department also agrees to notify the City, in writing, of the Department Offender's release date. The City will not release Department Offenders prior to the Department calculated release date. The City also agrees to notify the Department if a Department Offender receives additional confinement or holds from a non-Department jurisdiction(s). The Department will not be responsible for any per diem or medical costs beyond the release date provided to the City. Should the Department Offender be given any other sanction or sentence that is to be run consecutive to the Department's sanction, the Department's sanction time will run before said consecutive local time.

Section 3.10 Agreement Coordinator. Each party agrees to identify a coordinator who is responsible for administering the Agreement on behalf of that party. Should the coordinator be absent for an extended period of time, the coordinator shall arrange for, and notify the other party in writing of the alternate contact person during the coordinator's absence.

Section 3.11 Billing. The base rate will be sixty five (\$65.00) dollars per day per Department Offender for the first calendar year of this agreement. The City agrees to bill monthly for the actual bed days used in the preceding month. The City also agrees to submit itemized bills to the Department in electronic spreadsheet format that includes the Offender name, DOC number, Date of Birth, and dates the Offender was held under the Department's authority.

Section 3.12 Use of Facilities. The City agrees to provide Department staff and officers suitable facilities for conducting Department Offender hearings and reviews, Monday through Friday during normal business hours, and at other times upon written notice. The room provided must have sufficient space to safely and efficiently conduct Department hearings and reviews. Sufficient space means that the room provided must be of a size sufficient to accommodate at least three people and must be equipped with overhead lighting, at least one electrical power/outlet, a desk, three chairs, and a working telephone with a line able to dial phone numbers outside the Facility. Where possible the City agrees to provide a means for contacting City staff during the hearing; if a "panic button," or other method is not available, the City agrees to ensure Offenders remain restrained during Department hearings and reviews.

Section 3.13 Inspections. The City agrees to allow the Department and its agents to inspect and audit the City's Facility(s) with or without advance notice. The inspection/audit may include, but is not limited to: reviewing expense reports, interviewing Department Offenders and reviewing Department Offender medical records.

Section 3.14 Offender Programs. Department Offenders will have the same access to programs provided to inmates housed in the Facility. Should the Department elect to provide additional programs for its Offenders, at its expense, the City agrees to provide workspace to conduct those programs, provided that such space is available and not being used by the City.

Section 3.15 Orientation. Upon a Department Offender's arrival at a City Facility, the City agrees to fingerprint, conduct an NCIC check and provide an orientation for the Offender as if the Offender were a City inmate. This orientation must include the City Facility's: 1) Requirements for work; 2) Facility rules and disciplinary procedures; 3) Medical care availability; and 4) Visitation rules. The Department will advise Department Offenders of the requirement to follow the rules of the City Facility.

Section 3.16 Clothing.

Section 3.16.1 The City agrees to launder, repair, and replace City-issued clothing during the Department Offender's incarceration at the Facility to ensure clean clothes. The City also agrees to issue a minimum of one (1) set of clothing to each Department Offender upon admission and clean clothing and bedding will be issued to the Department Offender on a weekly basis thereafter.

Section 3.16.2 The City agrees to provide work clothing and equipment appropriate to the Offender's assignment, as if they were City inmates.

Section 3.16.3 The City agrees to furnish Department Offenders with climate appropriate outerwear-comparable to that provided to City inmates.

Section 3.16.4 The City agrees to provide Department Offenders returned to the Department from the City Facility the allotted amount of Offender clothing authorized and provided by the Department. Upon release from custody from the CITY Facility, the City will return the Department Offender's personal clothing to the Department Offender.

Section 3.17 Transferable Items. The City agrees to provide the Department with a list of allowable items that may be transferred with a Department Offender.

Section 3.18 Compensation for Work. The City agrees to provide Department Offenders who participate in City employment the same reimbursement, if any, as City inmates performing similar work.

Section 3.19 Discipline. The City may discipline Department Offenders in accordance with the City's rules and disciplinary procedures. The City agrees to notify the Department as soon as possible but not later than 72 hours after disciplining a Department Offender whose conduct resulted in the Offender receiving City discipline or a referral for charges. In such cases, the Department reserves the right to determine if the Offender's misconduct should also be addressed through the Department's violation and hearing processes. The City reserves the right to refer a Department Offender's misconduct for new charges and the right to move Department Offenders to more secure housing within the Facility consistent with the City's policies, procedures and prudent Facility management practices. The City may require the Department to retake any Offender whose behavior requires segregated or protective housing pursuant to this Agreement. The Department may request a Department Offender be returned to the Department if the Offender's behavior or health requires segregated or protective housing pursuant to this Agreement.

Section 3.20 Facility Operations. The City agrees to manage Department Offenders consistent with the management of City inmates and in accordance with the law. The City agrees to maintain staffing levels at the Facility in sufficient numbers and rank to maintain the safety of the public, staff, inmates, and Department Offenders and to reasonably carry out the provisions of this Agreement.

Section 3.21 Religious Opportunity. The City agrees to provide Department Offenders the same space and opportunity for religious services as provided to City inmates.

Section 3.22 Telephone. The City agrees to provide Department Offenders access to telephone services consistent with telephone services provided to City inmates.

Section 3.23 Commissary and Mail. The City agrees to provide Department Offenders commissary and mail services consistent with commissary and mail services provided to City inmates.

Section 3.24 Offender Funds. The City agrees to administer Department Offender funds consistent with the fund administration provided to City inmates. If, by mutual agreement, the City agrees to house Department Offenders that are non-violators, the City then agrees to administer Department Offender funds to include the appropriate accounting process to accommodate statutorily mandated deductions.

Section 3.25 Visitation. The City agrees to provide Department Offenders visitation opportunities consistent with those that are provided to City inmates.

Section 3.26 Grievance Procedures. The City agrees to handle initial Department Offender grievances consistent with the City's grievance procedures. The Department agrees to handle appeals or additional reviews of Department Offender grievances.

Section 3.27 Access to Courts. City agrees to provide Department Offenders in City custody under this agreement meaningful access to the courts through: (a) the use of court appointed attorneys to satisfy their Sixth Amendment right to counsel, (b) access to contracted attorneys provided by the Department, or (c) access to legal resource materials at the City Facility. The

City also agrees to provide the Offender opportunity to access legal materials at the Facility or his/her attorney in accordance with security and operating needs and consistent with access granted to City inmates.

Section 3.28 Death of an Offender. The City agrees to immediately notify the Agreement Coordinator telephonically of any Department Offender's death. The City also agrees that the Offender's death shall be reviewed by the coroner of the local jurisdiction pursuant City policies and procedures. The City also agrees to provide the Department certified copies of the Department Offender's death certificate, autopsy report, file and medical records.

Section 3.29 Escape of an Offender. The City agrees to immediately notify the Agreement Coordinator telephonically if a Department Offender escapes. The City also agrees to immediately notify all local law enforcement agencies.

Article IV CITY EMPLOYEES

Section 4.1 Independent Contractor. Each party agrees to perform its duties hereunder as an independent contractor and not as an employee. Neither the City nor any agent or employee of the City shall be deemed to be an agent or employee of the Department. Neither the Department nor any agent or employee of the Department shall be deemed to be an agent or employee of the City. The City agrees to pay, when due, all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this Agreement. Neither the City nor the Department shall have authorization, express or implied to bind the other to any agreements, liability or understanding except as expressly set forth herein.

Section 4.2 Personnel. The City agrees to retain sufficient personnel to deliver twenty-four (24) hour care and supervision to Department Offenders, consistent with City policy and law, as well as administrative and support service personnel for the overall operation of the Facility. Prior to employment at the Facility, the City agrees to subject all applicants to a thorough background check.

Section 4.3 Training. Each Party agrees to train their employees in accordance with its policies and the law. Each Party also agrees to be responsible for all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of its employees, agents, subcontractors or assignees incurred in connection with the training.

Article V PREA - CUSTODIAL AND SEXUAL MISCONDUCT

Section 5.1 This agreement provision shall apply to any person having direct unsupervised contact with Offenders under Department of Corrections (DOC) jurisdiction. This includes, but is not limited to, the City and its employees, all contractors and their employees, vendors and their employees, and volunteers, hereinafter referred to as Contractor in this Article V, only. Electronic access to the documents cited in Section 5.2, below is available from the DOC Agreement Coordinator.

Section 5.2 In the performance of services under this Agreement, Contractors shall comply with all federal and state laws and Department policies regarding sexual misconduct,

including, but not limited to, the Prison Rape Elimination Act of 2003 (PREA); RCW 72.09.225, Sexual misconduct by state employees, contractors; RCW 9A.44.010, Definitions; RCW 9A.44.160 Custodial sexual misconduct in the first degree; RCW 9A.44.170, Custodial sexual misconduct in the second degree; DOC 490.800, Prevention and Reporting of Sexual Misconduct; DOC 490.850, Response to Investigation of Sexual Misconduct, and DOC 610.025, Sexual Abuse, Sexual Assault, and Staff Sexual Misconduct.

Section 5.3 Definitions

Section 5.3.1 Sexual Misconduct includes, but is not limited to, Offender-on-Offender sexual assault, sexual abuse, and consensual sex acts. It also includes Custodial Sexual Misconduct, Custodial Misconduct of a Sexual Nature, and Sexual Harassment as defined below.

Section 5.3.2 Custodial Sexual Misconduct includes, but is not limited to, the following acts directed toward any Offender and performed by Department staff, Contractors, or any other person having direct contact with Offenders under DOC jurisdiction:

- Section 5.3.2.1** Sexual intercourse shall include (a) vaginal intercourse, anal intercourse, and oral intercourse as well as the penetration of an Offender's vagina or anus with an object, when such penetration is not performed for the purpose of providing medical care or is not authorized by Department or City policy for the purpose of maintaining security; or (b) allowing an Offender to engage in sexual intercourse, as defined above, with any Contractor.
- Section 5.3.2.2** Without a legitimate penological purpose, Intentionally physically touching, either directly or through clothing, the genitalia, anus, groin, thighs, or buttocks of an Offender or the breasts of a female Offender.
- Section 5.3.2.3** Without a legitimate penological purpose, compelling or permitting an Offender to touch, either directly or through clothing the genitalia, breasts, or buttocks of a Contractor.
- Section 5.3.2.4** Kissing an Offender, or allowing oneself to be kissed by an Offender, (this does not include an uninvited surprise kiss by an Offender).
- Section 5.3.2.5** Knowingly exposing one's genitals, breasts, or buttocks to an Offender.
- Section 5.3.2.6** Observing without legitimate penological purpose an Offender's partially or fully naked body or an Offender engaging in a sexual act with him/herself or another Offender (not to include inadvertent or unavoidable observation).
- Section 5.3.2.7** Making threats, bribes, or acts of coercion toward an Offender for the purpose of causing an Offender to engage in any of the acts prohibited in this section.

Section 5.3.2.8 Taking one or more substantial steps toward engaging in or performing any of the acts prohibited in this section.

Section 5.3.2.9 Helping another person perform any of the acts prohibited in this section by acting or failing to act to aid in the commission of such act, with the knowledge that the action or inaction will promote or facilitate the prohibited act.

Section 5.4 Custodial Misconduct of a Sexual Nature includes but is not limited to:

Section 5.4.1 Contractor-on-Offender sexual harassment; inappropriate relationships; exchange of personal information or items of financial or sentimental value; threatening, intimidating, coercing, or using abusive language towards an Offender for other than legitimate corrections purposes; cross gender pat searches; and

Section 5.4.2 Failing to report suspected or known sexual misconduct or other acts prohibited by this Agreement provision; and discouraging, preventing, or otherwise interfering with good faith reporting of sexual misconduct where an Offender is the alleged victim.

Section 5.5 Sexual Harassment includes, but is not limited to:

Section 5.5.1 Making comments about an Offender's body intended to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desire of any person present; and

Section 5.5.2 Making other gender-based sexually oriented or demeaning statements or gestures.

Section 5.6 Contractor Requirements include, but are not limited to:

Section 5.6.1 Adhering to the DOC zero tolerance standard for sexual misconduct, whether or not consensual.

Section 5.6.2 Maintaining boundaries and professionalism at work and when in direct contact with Offenders.

Section 5.6.3 Ensuring that all Contractors, who have unsupervised access to Department Offenders, have PREA/Sexual Misconduct training that includes:

Section 5.6.3.1 Department policies on Prevention and Reporting of Sexual Misconduct, DOC 490.800 and Response to Investigation of Sexual Misconduct, DOC 490.850;

Section 5.6.3.2 The meaning of Department jurisdiction;

Section 5.6.3.3 The prohibitions against engaging in behaviors described in Section 5.3, Definitions, above;

Section 5.6.3.4 Signs of sexual misconduct in both victims and predators;

- Section 5.6.3.5** Reporting requirements and investigation procedures for suspected or known instances of sexual misconduct;
- Section 5.6.3.6** The resources available to Offender/victims of sexual misconduct;
- Section 5.6.3.7** The confidentiality requirements associated with assisting Offender/victims; and
- Section 5.6.3.8** The consequences of failing to conform to all requirements of this Section, which include, but are not limited to:
 - Section 5.6.3.8.1** Removal of person(s) from proximity to Offenders;
 - Section 5.6.3.8.2** Removal of person(s) from working for the City;
 - Section 5.6.3.8.3** Termination of this Agreement;
 - Section 5.6.3.8.4** Criminal and/or civil prosecution;
 - Section 5.6.3.8.5** Liability for damages to the Offender/victim.

Note: The department will invite city personnel to attend, at no charge, a meeting to receive technical assistance in developing their own PREA policies to comply with this Section V. The department will also provide "train the trainer" training to the city trainer, at no charge to the city, on PREA compliance.

Article VI
INDEMNIFICATION

Section 6.1 The City agrees to indemnify and hold harmless the Department and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the City, its officers, agents, employees, vendors and volunteers or any of them related to the services provided under this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Department, the City agrees to defend the same at its sole cost and expense; provided, that, the Department retains the right to participate in said suit if any principle of governmental or public law is involved. Said participation shall not compromise the ability of the City to settle the suit if it deems that course advisable. If final judgment be rendered against the Department, its officers, agents, and employees, or any of them, or jointly against the Department and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same with respect to claims determined by a trier of fact to have been the City's allocated share of liability.

Section 6.2 The Department agrees to indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the Department, its officers, agents, and employees, or any of them related to the services provided under this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the Department agrees to defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public laws is involved. Said

participation shall not compromise the ability of the "Department" to settle the suit if it deems that course advisable. If final judgment is rendered against the City, its officers, agents, and employees, or any of them, or jointly against the City and the Department and their respective officers, agents, and employees, or any of them, the Department agrees to satisfy the same with respect to claims determined by a trier of fact to have been the City's allocated share of liability.

Section 6.3 In executing this Agreement, the City does not assume liability or responsibility for or in any way release the Department from any liability or responsibility, which arises in whole or in part from the existence or effect of Department rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Department rule or regulation is at issue, the Department agrees to defend the same at its sole expense and if judgment is entered or damages are awarded against the Department, the City, or both, the Department shall satisfy the same, including all chargeable costs and attorney's fees.

Section 6.4 In executing this Agreement, the Department does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in part from the existence or effect of City rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City rule or regulation is at issue, the City agrees to defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the Department, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

Article VII MISCELLANEOUS

Section 7.1 Existing State Law. This Agreement shall not be construed to alter the legal responsibilities of the City or the Department with regard to the legal and fiscal responsibility for confinement, care, and treatment of Department Offenders under state law.

Section 7.2 Disputes. Disputes between the parties may be submitted to arbitration if the parties are unable to resolve any disputes arising hereunder through conference. No disputes may be submitted to arbitration without the agreement of both parties. Nothing in this section is intended to limit either party access to any and all courts of law of this state or country.

Section 7.3 Equal Employment Opportunity. The parties ascribe to the principles of equal employment opportunity. Neither is responsible for ensuring that the other is in compliance with equal employment statutes or policies.

Section 7.4 Invalidity and Severability. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are several and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected thereby.

Section 7.5 Jurisdiction and Venue. The laws of the State of Washington and the rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any legal action related to the performance or interpretation of this Agreement shall be in the Superior Court in Thurston City, Washington.

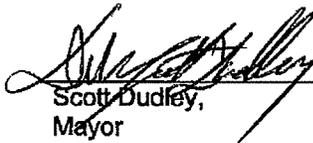
Section 7.6 Scope of Agreement. This Agreement and any appendices or exhibits to it incorporate all the agreements, covenants, and understandings between the parties. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed, or amended except by mutual consent of the parties in writing.

Section 7.7 Compliance with Applicable Laws. The parties agree at all times during the performance of their obligations of this Agreement, to strictly adhere to all applicable federal and state laws and regulations.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the State of Washington and the City of Oak Harbor

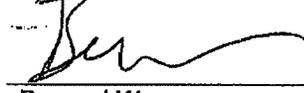
CITY OF OAK HARBOR

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS



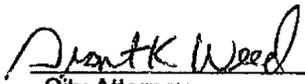
Scott Dudley,
Mayor

1/16/13
DATE



Bernard Warner,
Secretary

1/22/13
DATE



Brent K. Weed
City Attorney

1-15-13
DATE

Approved as to Form Only:
Timothy Lang, Assistant Attorney
General on February 8, 2012



This Amendment to the above referenced Contract Number is made the Department of Corrections, an agency of the state of Washington, hereinafter referred to as "Department", and the City of Oak Harbor, a political subdivision of the state of Washington, hereinafter referred to as the City or the Contractor, for the purposes set forth herein.

WHEREAS the Department and the City have made oral and/or written agreements regarding the responsibilities and compliance requirements under PREA and the Department's policies regarding custodial and sexual misconduct; and

WHEREAS the Parties want to make current and clarify those responsibilities and requirements;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and the City agree as follows:

SECTION 1 -

1.1 **Article V - PREA – CUSTODIAL AND SEXUAL MISCONDUCT**, of the above referenced DOC Contract Number, and any written amendment to that Article mutually agreed to by the Parties are replaced by Article V - PREA – CUSTODIAL AND SEXUAL MISCONDUCT, as set forth in Section 2 of this Amendment. The effective date of the replacement language is upon execution by the parties.

1.2 **Article V - PREA – CUSTODIAL AND SEXUAL MISCONDUCT**

A. Compliance

- a. The Contractor agrees to ensure that all of the contractor's employee's, vendors and volunteers (hereinafter Contractor) that have contact with Department of Corrections (DOC) offenders comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - i. The Prison Rape Elimination Act of 2003 (PREA);
 - ii. The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - iii. Zero tolerance toward all forms of sexual abuse and sexual harassment.

B. Monitoring

- a. Contractor agrees to provide to the Department documented compliance with the Federal PREA standards, and to allow the Department to monitor their facility's compliance.
- b. Monitoring may include, but is not limited to:
 - i. Site visits,
 - ii. Access to facility data, and
 - iii. Review of applicable documentation.

C. The Department may terminate this Contract:

- a. Should the Contractor fail to provide documentation that demonstrates that the Contractor is actively and effectively working toward and is making substantive progress toward achieving compliance or
- b. Should Contractor fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

D. The Department will terminate this Contract:

- a. Should Contractor elect to discontinue pursuit of PREA compliance or

City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.g
Date: August 6, 2014
Subject: Planning Commission
Appointment – Clifford
Howard

FROM: Scott Dudley 
Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is for the Council to confirm Mayor Dudley's recommendation to appoint Clifford Howard to the Planning Commission.

AUTHORITY

In accordance with Chapter 35A.63 RCW, OHMC Chapter 18.04, Section 18.04.010 and Ordinance 268, the City Planning Commission shall consist of seven members, appointed by the Mayor and subject to approval of the City Council.

SUMMARY STATEMENT

Mayor Dudley recommends the appointment of Clifford Howard to the Planning Commission. If confirmed, Mr. Howard's term will expire July 2017. Mr. Howard resides here in Oak Harbor and is the IT Director for Frontier Building Supply. He is also the Owner of IPD Services. Additional information is available under attachments.

RECOMMENDED ACTION

Confirm the appointment of Clifford Howard to the Planning Commission.

ATTACHMENTS

Attachment A: Clifford Howard Resume

Clifford F Howard

574 N.E. Easy Street Oak Harbor, WA 98277 | 360-675-5682/360-661-6871 | cliff@ipds.net

SUMMARY

I have lived the Oak Harbor lifecycle. I was fortunate to leave Oak Harbor when I was young and gain a trade and useful employment which was unavailable in Oak Harbor. A lot of my friends I went to high school with were not as fortunate. I now have 2 children and they are facing the same daunting issues that I faced when entering the workforce in Oak Harbor. Oak Harbor has no training for the trades, there are no jobs beyond part time minimum wage jobs unless you happen to know someone to give you a foot in the door. Unfortunately in Oak Harbor there are many more feet than doors to step into.

I have watched my children go through the same procession of applying for and working at minimum wage part time jobs until they finally give up and move to a better environment for employment. My son is now living and employed in Southern Washington and my daughter is self-employed, which pays better than any job she can find in Oak Harbor even though she has a degree from Skagit Valley College.

Oak Harbor has changed over the years, instead of minimum wage jobs working for the local farms or the poultry industry that used to thrive on the Island we now have minimum wage jobs at Walmart, other retail and the local hotel motels. The future of Oak Harbor is in our children and we are letting them down. As the old saying goes, Oak Harbor is a beautiful place to live but a horrible place to raise and keep a family together.

If I were chosen to be a member of the Planning Commission I would encourage growth and living wage jobs in our city. We need to develop a well-rounded community, stop placing all of our future in depending solely on the military to keep our city vibrant and develop a strong local economy that stands on its own. The military is a blessing for Oak Harbor. While it brings us great economic benefit it allows us to rest on our laurels of being a great military community while ignoring real issues that we and our children face in living here as civilians.

We cannot allow ourselves to be complacent when it comes to jobs and our children, we need to attempt to develop a well-rounded community that our citizens and their children deserve. Hopefully my history of living and raising a family in Oak Harbor will be a valuable asset to the Planning Commission and its input to the City Council on planning decisions.

(Continued)

Attachment A: Clifford Howard Resume

COMPUTER SKILLS

Proficient in Microsoft Word, Excel, Power Point, Publisher, Access, Visual Studio, Expression Web. Coding languages .html, .asp and .aspx. Web page design, database integration and SQL server integration. Member Microsoft Partner program through 2014. Currently specialist in integrating Epicor retail point of sale software in a retail environment and Windows desktop software integration.

EXPERIENCE AND HISTORY

- 1955 to 1973- 1990 to present- Resident North Whidbey/Oak Harbor
- 1955- Born in the state of Texas, moved to Oak Harbor in 1955 as a Navy dependent, my father was a Pearl Harbor Survivor and 31 year Veteran upon his retirement in 1961. Attended Clover Valley Elementary, Oak Harbor Junior High School and Oak Harbor High School.
- 1973- Left Oak Harbor because there was no future in Oak Harbor for any possibility to receive adequate on the job training or employment beyond part time minimum wage employment.
- 1973 to 1979- Relocated to California where I entered into a apprenticeship training program offered through ASC (Automotive Service Council, now ASCCA) attaining Journeyman status in 1977 working for ATR Transmissions in West Los Angeles., CA.
- 1979 -1981- AAMCO Transmissions Mount Vernon. Transmission technician.
- 1981 to 1990- Gearhart Ford/Frontier Ford Burlington, WA. ASE (National Institute for Automotive Service Excellence) Certified Master Technician, Ford Certified Master Technician, Subaru Certified Master Technician and Electronic Engine Control Specialist. Automotive Shop foreman 1985 through 1990 in charge of technical training, interviewing replacement techs, interfacing with Ford and Subaru engineers and quality control.
- 1984- Purchased home in Conway, WA which I still own.
- 1990 to present- Opened small business, IPD Services specializing in ecommerce internet development with many clients across the world.
- 1990- Relocated back to Oak Harbor to take care of elderly father.
- 1992- Purchased home in Island County/Oak Harbor. Annexed into city in 2008.
- 1995- Took position as IT Director for Frontier Building Supply managing and maintaining computer systems, software, servers and network for 80 plus employees in 7 different locations in our local area. Presently still employed.

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

Bill No. C/A 4.h
Date: August 6, 2014
Subject: Garden Name Adoption

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to name a garden area at Windjammer Park.

SUMMARY STATEMENT

At their November 12, 2013 meeting, the Park Board unanimously approved a proposal for an art sculpture created by Richard Nash and donated by Wallie Funk for placement at Windjammer Park.

Wallie Funk (long time publisher and editor of the Whidbey News Times) proposed donating the art sculpture to the City of Oak Harbor. The art piece is dedicated to four former Oak Harbor High School English teachers (Mary Ann Funk, Trudy Sundberg, Pat Hawley and Tom Carroll) who taught in the 1960s and 1970s. The piece stands about six feet tall and consists of a circular structure made of cordoned steel on top of a concrete base.

Both the Park Board and the Arts Commission approved the proposal to accept the sculpture for placement at Windjammer Park near the Japanese Garden, within a stand of Madrona Trees.

RECOMMENDED ACTION

Name the garden area where the art sculpture is located at Windjammer Park the “Teachers Tribute Garden”.

ATTACHMENT

Park Board Notes

OAK HARBOR PARK BOARD
Monday, July 14, 2014, 11:30 a.m.
Public Works Facility Conference Room
1400 NE 16th Avenue
Oak Harbor, WA 98277
(360) 279-4750

NOTES

1. Call to Order/Approval of Meeting Notes (May 12, 2014)

Park Board members in attendance were Mike Wright, Dee Harbour, Erica Wasinger, Daisy Sapida, K.C. Pohtilla and alternate Park Board member Melissa Riker. Absent was Joel Servatius. Also in attendance were staff members Hank Nydam, Cac Kamak Joe Stowell and Wendy Hobert. Also in attendance were citizens Skip Pohtilla and Ron Hancock. Special guest Richard Nash was also in attendance.

Mike Wright called the meeting to order. There were no changes to the May 12 meeting notes.

2. WWTP Project Update

Joe Stowell, City Engineer, presented an update with visuals on the WWTP design stage. He explained the Bayshore Drive extension options and how the site and design options may affect Windjammer Park. Mike asked what will happen to City Beach Street. Joe explained that City Beach Street, along with the kitchen and bathroom buildings, is not entirely figured out at this point. Desire to relocate the buildings instead of eliminating them is strong. Mike also asked how these potential designs affect the numerous events that happen at the park. Joe explained that the goals are to keep these function areas somewhere in the design. He also indicated that the design for Bayshore Drive, if in the south location, is to be heavily tree lined, raised sidewalks, etc. to keep traffic speeds down. Hank asked about the plans to incorporate a community building. Joe said that is a huge part of the design and they are just trying to figure out whether to accommodate for 50 or 250 people. Joe gave examples of other ideas for the park space, such as a splash park. He continued to explain that there is a lot to refine in the design and the next step is for City Council to approve the WWTP site location at the August 6, 2014 City Council meeting. Skip Pohtilla expressed that it is his opinion that extending Bayshore Drive to the south uses more park area and is not needed if we have the potential future connector road. He feels it is potentially a worthless street if always blocked off. Skip would like to see it made for pedestrian use only. Hank reminded everyone that these decisions are far off from now and discussions are still being held. Skip stated that the decision on the site location now will affect it. Cac explained that, as the design develops, the impacts and resources will change therefore, we need to allow for flexibility. Mike asked about how the current treatment plant will function while the new treatment plant is being constructed. Joe explained that, currently, the existing WWTP pumps to the Seaplane Lagoon and that will still be the plan during construction. Mike asked about the existing Whidbey Island Bank building and future plans for it. Joe stated that no plans have been made yet but there have been many suggestions.

3. **Naming the "Teachers Tribute" Garden**

Richard Nash, the sculpture designer of the art piece that was donated by Wallie Funk and dedicated to four former OHHS English teachers, explained that a name is needed for the garden in which the six foot circular cordoned steel art piece was placed, which was within a stand of Madrona Trees, near the Japanese Garden, at Windjammer Park. Richard stated that the Oak Harbor Garden Club has also been invested in this project.

MOTION: Moved by Dee Harbour, seconded by Daisy Sapida, the Park Board unanimously approved the proposal to name the garden area "Teachers Tribute Garden" and forward their recommendation to City Council for approval.

Cac reminded everyone that the name is not official until City Council approves it. Richard showed pieces of his art work to the Board. Dee suggested that he design the sign for the new garden.

4. **42" Outfall Project Update**

Joe Stowell explained that the project has begun and will be in progress for the next few months. He explained the history of the project and how, due to the Pioneer Way Project and the archeology involved, the alignment needed to be changed. Melissa asked how the 42" Outfall Project will affect the RV Park patrons. Joe explained that the contractor is giving us a schedule to explain what and when things will be happening and we are communicating the information with the patrons. Most likely the starting time for work will be very early in the mornings due to the tides. This project has been planned for over a year and all event coordinators have been notified and have made plans to accommodate the project.

5. **Wading Pool Project Update**

Hank stated that the fences are down around the pools and the pools are filled with sand. The Diggables should be here in 6 weeks. Purchasing and installing the chimes/drums will take longer as fundraising continues. The fundraising has raised \$1,200 so far. Hank said that regardless of fundraising, he would like to at least have pavers in place by the end of the year to protect the sand. Daisy and Mike stated that they have had to explain why the wading pools no longer exist to numerous people. Hank stated that the lagoon is a lot busier now.

- ◆ Dee asked Hank to go with her to the Mayor about the Freund property. Hank agreed and said he would set up the meeting.
- ◆ Mike asked about making Hal Ramaley park a non-smoking park. Hand indicated that they are working with the Spin Café about the traffic from that location to the gazebo, in order to improve the situation for everyone. Hank suggested checking out the rain garden since its spray free.

OAK HARBOR PARK BOARD
Monday, July 14, 2014, 11:30 a.m.
Page 3

- ◆ Dee said the Oak Harbor Garden Club wants to do an inventory of all the Garry Oak trees in Oak Harbor and asked Hank for help.
- ◆ Ron Hancock asked for a Veteran's Park update. Hank replied that the short term plan is to reroute the walk area and install a wood railing. Cac explained that the long term plan includes full funding for a kiosk, improved trail and a new railing made of metal. All items are possible due to the award of a 100% grant.

Meeting adjourned at 12:48 p.m.

Respectfully submitted,

Wendy Hobert
Engineering Administrative Assistant

City of OakHarbor City Council Agenda Bill

Bill No. 6.a
Date: August 6, 2014
Subject: Resolution 14-24 Employee
Policy Manual Amendment-
Faith Based Leave

FROM: Sara Piccone, Human Resource Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

This agenda bill presents a resolution to amend the Employee Policy Manual to incorporate new State legislation effective June 12, 2014 requiring local government entities to accommodate up to two (2) unpaid holidays per calendar year for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.”

SUMMARY STATEMENT

During the 2014 legislative session, the Washington State Legislature passed Substitute Senate Bill 5173. SSB 5173 allows employees of government entities to take time off for faith based reasons. Specifically, SSB 5173 provides employees of local government entities with up to two unpaid holidays per calendar year for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.” SSB 5173 requires the local government entity to grant the request unless the absence would impose an “undue hardship” or the employee’s presence is necessary to maintain public safety. The new legislation directs the Office of Financial Management to define what “undue hardship” means in this context. On June 4, 2014 the OFM issued an emergency rule defining an “undue hardship.” WAC 82-56-020.

SSB 5173 requires local government entities to adopt ordinances or resolutions setting forth the process by which employees may request a day off and the employer may obtain information about the request. Based on this new legislation, the City must update its Employee Policy Manual to provide its employees with the information necessary to request unpaid leave under the new law. The attached Resolution 14-24 proposes to amend the Policy Manual in accordance with the new law.

WORKSHOP REPORT

This item was discussed at the July 23, 2014 City Council workshop.

RECOMMENDED ACTION

City of OakHarbor City Council Agenda Bill

Adopt Resolution 14-24 amending the Employee Policy Manual to allow employees to receive up to two unpaid holidays per calendar year for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.”

ATTACHMENTS

Draft Resolution 14-24

Exhibit A - Handbook Policy Provision “Religious Leave”

RESOLUTION NO.14-24

A RESOLUTION OF THE COUNCIL OF THE CITY OF OAK HARBOR AMENDING THE CITY EMPLOYEE POLICY MANUAL TO ALLOW EMPLOYEES TO RECEIVE UP TO TWO (2) UNPAID HOLIDAYS PER CALENDAR YEAR FOR “A REASON OF FAITH OR CONSCIENCE OR AN ORGANIZED ACTIVITY CONDUCTED UNDER THE AUSPICES OF A RELIGIOUS DENOMINATION, CHURCH, OR RELIGIOUS ORGANIZATION.”

WHEREAS, the Employee Policy Manual was last updated on June 18, 2012; and

WHEREAS, on June 12, 2014, new legislation went into effect requiring government employers to provide up to two unpaid holidays per year for faith based reasons; and

WHEREAS, all local agencies must adopt guidelines by resolution or ordinance implementing the new faith based leave law;

NOWHEREFORE, BE IT RESOLVED, by the City Council of the City of Oak Harbor that:

Section1. The Employee Policy Manual, last updated on June 18, 2012, shall be amended to include Exhibit A to this Resolution, “Religious Leave”, which allows employees to receive up to two (2) unpaid holidays per calendar year for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.”

Section2. This resolution shall become effective upon its passage and approval.

PASSED and approved by the City Council this day of, 2014.

THE CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

Introduction:

Adopted:

Published:

EXHIBIT A

UNPAID HOLIDAYS FOR REASONS OF FAITH OR CONSCIENCE

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

The employee may select the days on which he or she desires to take the two unpaid holidays after consultation with his or her supervisor. If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on the days he or she has selected unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety. The term “undue hardship” has the meaning contained in the rule established by the Office of Financial Management.

If possible, an employee should submit a written request for an unpaid holiday provided for by this section to the employee’s supervisor a minimum of 2-weeks prior to the requested day. Approval of the unpaid holiday shall not be deemed approved unless it has been authorized in writing by the employee’s supervisor. The employee’s supervisor shall evaluate requests by considering the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a qualified substitute, and consideration of the meaning of “undue hardship” developed by rule of the Office of Financial Management.

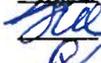
The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

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

Bill No. 6.b
Date: August 6, 2014
Subject: Wastewater Treatment Plant -
Resolution 14-28 – Clean Water Facility
Site Selection

**FROM: Cathy Rosen, Public Works Director
Joe Stowell, City Engineer**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to seek City Council's approval of the proposed site for the new wastewater treatment plant.

FISCAL IMPACT DESCRIPTION

Funds Required: \$0
Appropriation Source:

SUMMARY STATEMENT

Since the fall of 2010, the City of Oak Harbor has been working toward replacing its aging wastewater treatment facilities with a new membrane bioreactor treatment plant. With each iteration of public input and City Council action, the proposed site for the new treatment plant has been refined.

On April 16, 2014, the City held an Open House and Special City Council Workshop to discuss technical and supplemental factors associated with siting the wastewater treatment plant. Technical and supplemental factors discussed at the workshop are listed in Figure 1 below. In general, the feedback received was positive and confirmed we were considering the correct factors. Most notably, the feedback received indicated that extending Bayshore Drive, impacts to the park and promoting commercial development were key.

Feedback collected during the Open House and Workshop was used as framework for discussion at a Charrette held on May 15, 2014. The Charrette was attended by approximately 25 members of the public, staff and consultants. They were tasked with using the information gathered on April 16 to develop the outer limits of the wastewater treatment plant site.

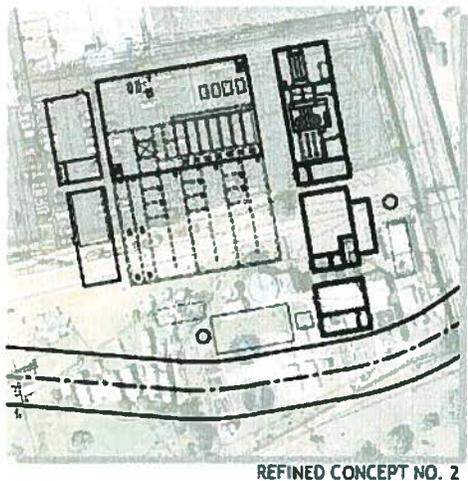
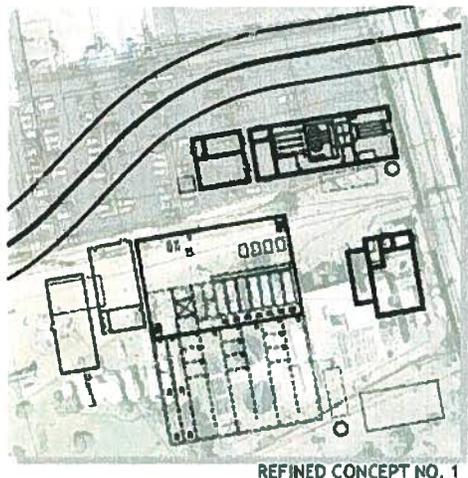
The Charrette group provided valuable feedback and furthered the concept of connecting Bayshore Drive while minimizing impact on the park. Much of the discussion revolved around impacts to Windjammer Park, impacts of extending Bayshore Drive and the potential impacts on the baseball fields. Figure 1, below, summarizes the items discussed at the charrette.

On June 9, Staff took the feedback gathered from the Open House, City Council Workshop and Charrette to the design team for further discussion. Public Works division leads, administration and staff considered five potential alignments of Bayshore. Two were ultimately selected for further investigation.

The first alternative proposed Bayshore to the North of the treatment plant. This alignment is very similar to the illustration presented to City Council at the April 16 Workshop. While this arrangement met most of the criteria, it still struggled with impact on adjacent properties and potential technical risks.

The second alternative proposed Bayshore to the South of the treatment plant. This concept proposed a layout that placed the largest structures the furthest from the shoreline and closest to the recently purchased building.

By moving the large features to the north, cultural and geotechnical risks were reduced. Through our archaeological survey of the area, we found that, in general, the closer the facility is to the water, the greater the risk of encountering cultural resources. At the same time we performed the archaeological survey, we performed additional geotechnical borings on the property. Figure 2 shows the boring locations and depth to glacial till. When constructing the new treatment plant, the structures will need to be supported by the glacial till. The shallower the till, the less it will cost to support the structures.



Technical Factors	Refined Layout	
	1	2
Transportation	✓	✓
Business Parking	?	✓
Geotechnical	✗	✓
Cultural Risk	✗	✓
WWTP Access	✓	✓
WWTP Footprint	✓	✓
Ability to Meet Schedule	?	✓
Supplemental Factors	1	2
Park Impact	✓	✓
Site "Amenities"	✓	✓
Ball Fields	✗	✗
Park Access	✓	✓
Commercial Value	✓	✓
Added Parking	?	?
"Fix" Intersections	✓	✓
Charrette Group Impact	1	2
Views	✓	✓
Windmill	✓	?
Ball Fields (Potential Future Project)	✓	✓
Future Bayshore	✓	✓
Pedestrian Access	✓	✓
Park Impact	✓	✓
Park Integration	✓	?
WIB Building	?	✓
Event Parking	✓	✓

On July 9, City Council held a Special Workshop to discuss the outcome of Open House, Workshop and Charrette. The following slide from the workshop (Figure 1) shows the two refined concepts prepared by staff on June 9 along with a summary of the factors considered.



After reviewing the two site concepts, staff determined that Refined Concept No 2 best addresses all of the technical factors, supplemental factors and feedback from the charrette group. The majority of the factors remained equal between the two concepts with only a few, but very important, distinctions between the two. By placing Bayshore to the south of the new wastewater treatment plant, we reduce risks associated with cultural resources and geotechnical support for the structures. We also reduce the visual impact on the park by placing the largest structures further from the waterfront.

In summary, City staff solicited feedback from the public and City Council regarding the proposed site for the wastewater treatment plant. Feedback was reviewed and to the extent possible incorporated into a proposed site layout. We believe that Refined Concept No 2 best meets the technical and supplemental factors expressed by the community. Resolution 14-28 is intended to provide City staff and our design team direction in moving forward with design.

PREVIOUS COUNCIL ACTIONS

8-14-2012 – Adopted Resolution 12-17 directing staff to pursue a membrane bioreactor wastewater treatment plant in the Windjammer Vicinity.

12-17-2013 - City Council authorized the Mayor to sign the purchase and sale agreement with Whidbey Island Bank for property located at 321 SE Pioneer Way.

CITY COUNCIL WORKSHOPS

- 4-16-2014 – Open House and Special City Council Workshop was held to update the community on the new Waste Water Treatment Plant and to discuss design possibilities at the downtown site.
- 7-9-2014 - Special City Council Workshop meeting was held to review comments received during the April 16 workshop, a subsequent siting charrette and consider a proposed site layout for the new wastewater treatment plant.

RECOMMENDED ACTION

Adopt Resolution 14-28

ATTACHMENTS

Resolution 14-28

RESOLUTION NO. 14-28

**A RESOLUTION OF THE OAK HARBOR CITY COUNCIL
DIRECTING STAFF TO PROCEED WITH DESIGN OF THE NEW
WASTEWATER TREATMENT PLANT AS PRESENTED
THROUGH THIS RESOLUTION**

WHEREAS, the 2008 City of Oak Harbor Comprehensive Sewer Plan identifies the need for a new wastewater treatment facility to meet future growth and to replace aging and at-risk infrastructure; and

WHEREAS, recognizing that the City of Oak Harbor is connected to the pristine waters of Puget Sound, specifically Oak Harbor Bay and Crescent Harbor Bay, the City's goal is to obtain the highest level of water quality practical while recognizing the limitations of the rate payers of the City to fund the improvements; and

WHEREAS, National Pollution Discharge Elimination System Waste Discharge Permit No. WA0020567 from the Washington State Department of Ecology has directed the City of Oak Harbor to increase wastewater treatment capacity by December 31, 2017; and

WHEREAS, the City of Oak Harbor Capital Improvement Plan of 2013-2018 specifically lists the Wastewater Treatment Plant Facilities Plan as a prioritized public project to be undertaken within the capital improvement plan time period; and

WHEREAS, on August 14, 2012, City Council adopted Resolution 12-17 selecting the Windjammer Park site using a membrane bioreactor process (MBR) to best meet the needs of the City; and

WHEREAS, the City sought public feedback at a Special City Council Workshop and Open House on April 30, 2014; and

WHEREAS, the City further sought public involvement through a Charrette with adjacent property owners, interested members of the public, city staff and consultants on May 15, 2014; and

WHEREAS, the City considered technical factors such as transportation, geotechnical, cultural and schedule; and

WHEREAS, the City considered supplemental factors such as park impact, site amenities, commercial value and park access; and

WHEREAS, the City considered charrette concerns related to views, relation to the existing windmill, ball field relocation, future Bayshore Avenue, pedestrian

access, park impact, park integration, potential use of existing buildings owned by the City and event parking.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor as follows:

1. The City shall proceed with design of the Clean Water Facility based on the attached site plan maintaining the following boundaries.
 - a. Bayshore to the South; and
 - b. City owned property to the North; and
 - c. SE City Beach Street to the East; and
 - d. The westerly boundary of City property.
2. The design shall strive to meet the following.
 - a. Improved transportation; and
 - b. Improved parking for both businesses and events; and
 - c. Reduce geotechnical risks through design; and
 - d. Strive to minimize impacts on cultural resources; and
 - e. Improve access and amenities in Windjammer Park.

PASSED by the City Council and approved by its Mayor this 6th day of August, 2014.

CITY OF OAK HARBOR

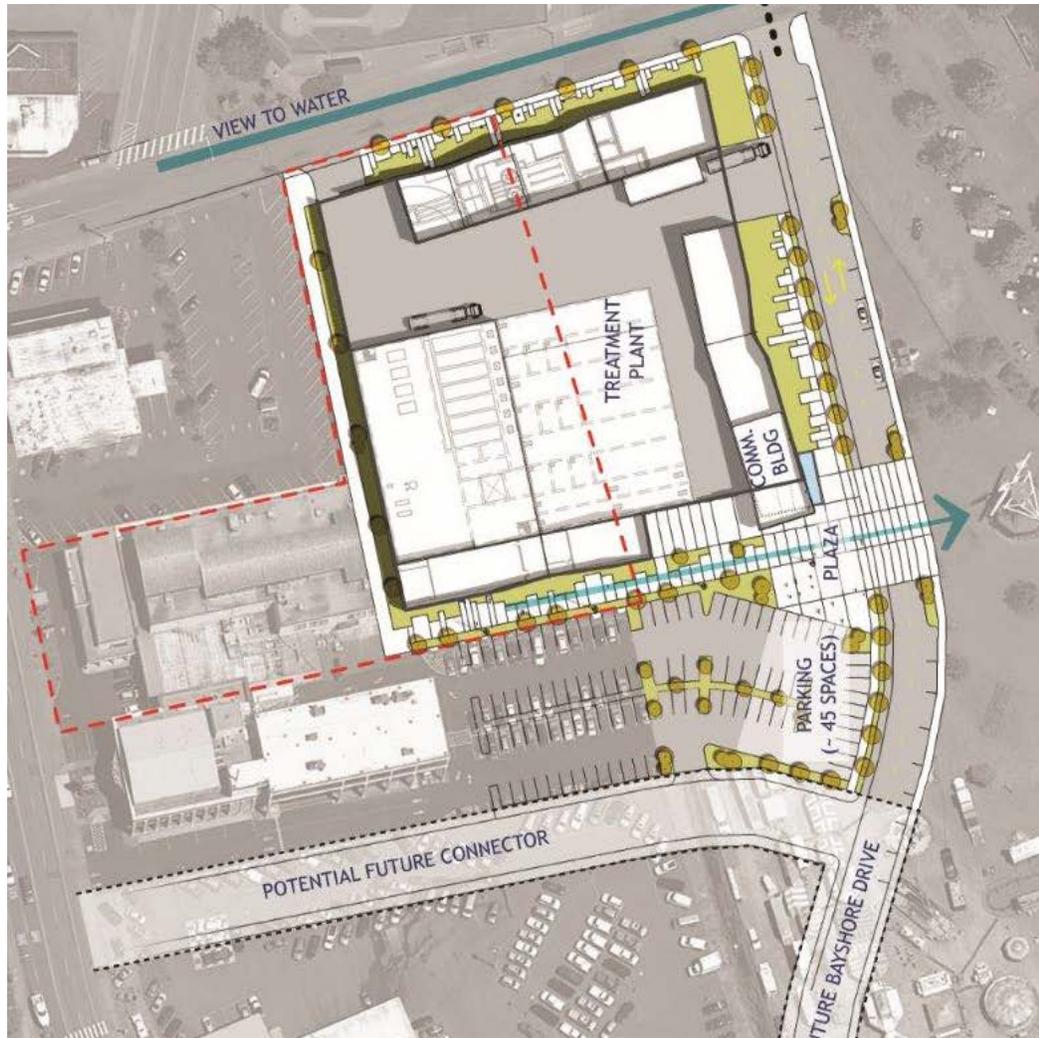
SCOTT DUDLEY, MAYOR

Attest:

Approved as to form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney



Proposed Site Plan

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

Bill No. 6.c
Date: August 6, 2014
Subject: Local Agency Agreement for the
Waterfront Trail Enhancement
Project

**FROM: Cathy Rosen, Public Works Director
Joe Stowell, City Engineer**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to request adoption of Resolution 14-30 accepting the terms of the Washington State Department of Transportation Local Agency Agreement pertaining to federal funding of a portion of the Waterfront Trail Enhancement Project.

FISCAL IMPACT DESCRIPTION

Funds Required: \$0.00

Appropriation Source: _____

SUMMARY STATEMENT

The Oak Harbor Waterfront Trail extends from the Oak Harbor Marina across to Trailhead Park on SW Scenic Heights Street. On February 1, 2013 a bluff slide was observed adjacent to the Waterfront Trail in Veteran's Park. The slide forced closure of a portion of the sidewalk that is the trail through the Park because of the potentially dangerous unstable soil conditions.

The Waterfront Trail is a primary and valuable pedestrian and recreational facility for the community. Oak Harbor has continually invested in the Waterfront Trail by acquiring easements, building new sections and extending the trail. The *Parks, Recreation and Open Space* element of the Comprehensive Plan identifies the Waterfront Trail as a primary facility and identifies the need for additional improvements and connections to other facilities throughout the City and surroundings. The slide event in Veteran's Park precipitated development of the Waterfront Trail Enhancement Project which includes repair and improvements to the slide area, installation of six informational kiosks at key locations and a new view area along East Pioneer Way.

The current federal transportation funding program includes the Transportation Alternative Program (TAP) wherein federal funds are allocated for transportation related projects that are not focused on motorized vehicles. TAP funds are allocated to each state which, in turn, allocates the funds regionally. The Skagit – Island Regional Transportation Planning Organization issued a call for TAP eligible projects last fall and Oak Harbor submitted a funding application in the amount of \$442,100 for the Waterfront Trail Enhancements Project. The project was evaluated in a competitive process with projects proposed by other local and regional agencies. The

August 6, 2014 – Local Agency Agreement – Waterfront Trail Enhancement Project

Waterfront Trail Enhancement Project was selected for TAP funding in the amount of \$150,000, the amount remaining after awarding funds to higher ranking projects. The scope of the project was reduced to repair of the slide area, reconstructing the trail and surrounding landscaping in order to fit within the available budget.

The Washington State Department of Transportation administers federal transportation funds provided to local agencies through the Highways and Local Programs Division. A Local Agency Agreement (LAA) and Local Agency Federal Aid Project Prospectus must be completed and submitted to the Highways and Local Programs Division prior to receiving any federal funds. The LAA presented with this agenda bill is for funds to be used for design and permitting of the project and is in the amount of \$30,000. By adopting Resolution 14-30 Oak Harbor agrees to the terms and conditions of the LAA and the scope of the project described in the Prospectus. This includes application of federal environmental, contracting and accounting requirements to the project. Federal funds are provided on a reimbursement basis. It will be necessary to repeat this process for federal funds necessary to construct the project.

CITY COUNCIL WORKSHOP

This item was presented at the July 23, 2014 workshop.

RECOMMENDED ACTION

Adoption of Resolution 14 – 30

ATTACHMENTS

Local Agency Agreement

Local Agency Federal Aid Project Prospectus

RESOLUTION NO. 14-30

**A RESOLUTION OF THE OAK HARBOR CITY COUNCIL ACCEPTING
AND AGREEING TO COMPLY WITH THE REGULATIONS, POLICIES
AND PROCEDURES INCLUDED IN THE LOCAL AGENCY
AGREEMENT FOR FEDERAL FUNDING OF THE DESIGN PHASE OF
THE WATERFRONT TRAIL ENHANCEMENT PROJECT**

WHEREAS, a February 2013 landslide on the bluff in Veteran's Park caused a section of the Waterfront Trail to be closed for public safety.

WHEREAS, the Waterfront Trail is a vital, heavily used recreational and pedestrian travel facility connecting many important features and areas of Oak Harbor.

WHEREAS, the Waterfront Trail Enhancement Project was developed to repair slide damage, re-establish the paved trail connection between the Downtown and the Marina and provide enhancements to the Waterfront Trail.

WHEREAS, a Transportation Alternative Program federal grant funding application for the Waterfront Trail Enhancement Project was submitted to the Skagit-Island Regional Transportation Planning Organization.

WHEREAS, the Waterfront Trail Enhancement Project was evaluated and selected by the Skagit-Island Regional Transportation Planning Organization for funding by the federal Transportation Alternative Program.

WHEREAS, the Washington State Department of Transportation administers federal Transportation Alternative Program funds allocated to the State of Washington.

WHEREAS, a Local Agency Agreement with the Washington State Department of Transportation completed on the prescribed form is required before federal funds can be used to reimburse Oak Harbor for the costs of designing the project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor as follows: The City of Oak Harbor hereby agrees to comply with the terms and conditions set forth in the Local Agency Agreement for the Waterfront Trail Enhancement Project.

PASSED by the City Council and approved by its Mayor this 6th day of August, 2014.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

Local Agency Agreement

Agency City of Oak Harbor

Address 865 S.E Barrington Drive, Oak Harbor, WA
98277

CFDA No. 20.205
(Catalog of Federal Domestic Assistance)

Project No. _____

Agreement No. _____

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Waterfront Trail Enhancement Project Length 2.09 mi.

Termini Oak Harbor Marina to SW Scenic Heights Street

Description of Work

Repair of damaged section of existing trail, construction of new sidewalk, installing way-finding information, landscaping, historic and environmental education.

Proposed Advertisement Date:

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
_____ % a. Agency			
b. Other Consultant	29,000.00		29,000.00
c. Other			
Federal Aid Participation Ratio for PE d. State	1,000.00		1,000.00
e. Total PE Cost Estimate (a+b+c+d)	30,000.00		30,000.00
Right of Way			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
k. Contract			
l. Other			
m. Other			
n. Other			
_____ % o. Agency			
Federal Aid Participation Ratio for CN p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	30,000.00		30,000.00

Agency Official

By _____

Title Mayor, City of Oak Harbor

Washington State Department of Transportation

By _____

Director of Local Programs

Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement
 The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency’s share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency’s share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions

Prefix	Route	()	Date	7/17/2014
Federal Aid Project Number			DUNS Number	054009196
Local Agency Project Number	ENG 13-04	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001476

Agency City of Oak Harbor	CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Waterfront Trail Enhancement Project	Start Latitude N48-17'-20.39"	Start Longitude W122-38-08.04
	End Latitude N	End Longitude W
Project Termini From - To Oak Harbor Marina SW Scenic Heights St.	Nearest City Name Oak Harbor	Project Zip Code (+ 4) 98277-3280
From To	Length of Project 2.09 mi	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number 0895	County Number 15
	County Name Island	WSDOT Region Northwest Region
Congressional District Congressional District 2	Legislative Districts Legislative District 10	Urban Area Number 19

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$30,000		\$30,000	Nov. 2014
R/W				
Const.	\$120,000		\$120,000	Aug. 2015
Total	\$150,000		\$150,000	

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width Trail width: 8 ft	Number of Lanes na
<p>The Oak Harbor Waterfront Trail is a pedestrian facility that spans the entire water front of the city. Most of the trail is paved with asphalt or concrete cement pavement. The trail at the project site is cement concrete eight feet wide. The existing trail at the project site was undermined by a land slide in 2013 and has been closed since. The trail on either side of the slide is in good condition.</p>	

Description of Proposed Work
<p>Description of Proposed Work (Attach additional sheet(s) if necessary)</p> <p>Repair of damaged section of existing trail, construction of new sidewalk, installation of landscaping and view point amenities, providing way-finding, historic and environmental information.</p>

Local Agency Contact Person John Piccone	Title Project Engineer	Phone 360 279-4778
Mailing Address 865 SE Barrington Drive	City Oak Harbor	State WA
		Zip Code 98277-3280

Project Prospectus Approval	By _____	Approving Authority
	Title Mayor, City of Oak Harbor	Date _____

Agency City of Oak Harbor	Project Title Waterfront Trail Enhancement Project	Date 7/17/2014
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	8 ft	1

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	na	na
Design Speed	na	na
Existing ADT	na	na
Design Year ADT	na	na
Design Year	na	na
Design Hourly Volume (DHV)	na	na

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency %
Construction Will Be Performed By General Contractor	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations
This project is classified as Categorical Excluded as described in parts 3, 22 and 23 of Section 24.22 a. of the WSDOT Local Agency Guidelines.

Agency City of Oak Harbor	Project Title Waterfront Trail Enhancement Project	Date 7/17/2014
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Right of Way		
<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
 Utility Relocation are not anticipated and existing major structures are not involved.

FAA Involvement
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks
 Naval Air Station Whidbey Island is located 2 miles north of the project site.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Oak Harbor

Date August 6, 2014

By _____
 Mayor/Chairperson

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

Bill No. 6.d
Date: August 6, 2014
Subject: Local Agency Agreement for the
Whidbey Avenue Pedestrian
Crossing Project

**FROM: Cathy Rosen, Public Works Director
Joe Stowell, City Engineer**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to request adoption of Resolution 14-31 accepting the terms of the Washington State Department of Transportation Local Agency Agreement pertaining to federal funding of the Whidbey Avenue Pedestrian Crossing Project.

FISCAL IMPACT DESCRIPTION

Funds Required: \$0.00

Appropriation Source: _____

SUMMARY STATEMENT

The segment of East Whidbey Avenue between SR-20 and Oak Harbor Street is the busiest east-west arterial street in Oak Harbor carrying an average of 10,200 vehicles per day. The street segment is five lanes wide and is situated between a large multi-family neighborhood on the north side and a shopping center and transit stop on the south. This has resulted in chronic mid-block jay-walking by pedestrians traveling between their homes and the commercial areas and transit stop on the opposite side of the street.

The Whidbey Avenue Pedestrian Crossing project is intended to provide a safe and convenient place for pedestrians to cross East Whidbey Avenue. The conceptual plan includes a pedestrian refuge island in the center of the street, a pedestrian-activated warning system and adjacent curb ramps. All of the facilities will be built in conformance with the American's with Disabilities Act.

The current federal transportation funding program includes the Transportation Alternative Program (TAP) wherein federal funds are allocated for transportation related projects that are not focused on motorized vehicles. TAP funds are allocated to each state which, in turn, allocates the funds regionally. The Skagit – Island Regional Transportation Planning Organization issued a call for TAP eligible projects last fall and Oak Harbor submitted a funding application in the amount of \$224,500 for the Whidbey Avenue Pedestrian Crossing. The project was evaluated in a competitive process with projects proposed by other local and regional agencies and was selected for TAP funding.

The Washington State Department of Transportation administers federal transportation funds provided to local agencies through the Highways and Local Programs Division. A Local Agency Agreement (LAA) and Local Agency Federal Aid Project Prospectus must be completed and submitted to the Highways and Local Programs Division prior to receiving any federal funds. The LAA presented with this agenda bill is for funds to be used for design and permitting of the project and is in the amount of \$23,000. By adopting Resolution 14-31 Oak Harbor agrees to the terms and conditions of the LAA and the scope of the project described in the Prospectus. This includes application of federal environmental, contracting and accounting standards to the project. Federal funds are provided on a reimbursement basis. It will be necessary to repeat this process for federal funds necessary to construct the project.

CITY COUNCIL WORKSHOP

This item was presented at the July 23, 2014 workshop.

RECOMMENDED ACTION

Adoption of Resolution 14 – 31

ATTACHMENTS

Local Agency Agreement

Local Agency Federal Aid Project Prospectus

RESOLUTION NO. 14-31

**A RESOLUTION OF THE OAK HARBOR CITY COUNCIL ACCEPTING
AND AGREEING TO COMPLY WITH THE REGULATIONS, POLICIES
AND PROCEDURES INCLUDED IN THE LOCAL AGENCY
AGREEMENT FOR FEDERAL FUNDING OF THE DESIGN PHASE OF
THE WHIDBEY AVENUE PEDESTRIAN CROSSING PROJECT**

WHEREAS, chronic pedestrian jay-walking occurs on East Whidbey Avenue between Oak Harbor Street and SR-20 which causes a traffic safety hazard to the pedestrians and drivers using the street.

WHEREAS, the land uses, residential and commercial, on opposite sides of East Whidbey Avenue between Oak Harbor Street and SR-20 creates a significant pedestrian travel demand for crossing East Whidbey Avenue.

WHEREAS, the Whidbey Avenue Pedestrian Crossing project was developed to provide a safe, efficient pedestrian route across E. Whidbey Avenue.

WHEREAS, a Transportation Alternative Program federal grant funding application for the Whidbey Avenue Pedestrian Crossing Project was submitted to the Skagit-Island Regional Transportation Planning Organization.

WHEREAS, the Whidbey Avenue Pedestrian Crossing project was evaluated and selected by the Skagit-Island Regional Transportation Planning Organization for funding by the federal Transportation Alternative Program.

WHEREAS, the Washington State Department of Transportation administers federal Transportation Alternative Program funds allocated to the State of Washington.

WHEREAS, a Local Agency Agreement with the Washington State Department of Transportation completed on the prescribed form is required before federal funds can be used to reimburse Oak Harbor for the costs of designing the project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor as follows: The City of Oak Harbor hereby agrees to comply with the terms and conditions set forth in the Local Agency Agreement for the Whidbey Avenue Pedestrian Crossing Project.

PASSED by the City Council and approved by its Mayor this 6th day of August, 2014.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

Local Agency Agreement

Agency City of Oak Harbor
Address 865 S.E. Barrington Drive, Oak Harbor, WA
98277

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
Project No. _____
Agreement No. _____
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Whidbey Avenue Pedestrian Crossing Length 0.04 mi
 Termini E. Whidbey Ave.

Description of Work

Mid-block pedestrian crossing, center refuge island, pedestrian-activated warning system, ADA retrofit, sidewalk

Proposed Advertisement Date:

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
<u>100</u> % a. Agency			
b. Other	22,000.00		22,000.00
c. Other			
Federal Aid Participation Ratio for PE d. State	1,000.00		1,000.00
e. Total PE Cost Estimate (a+b+c+d)	23,000.00		23,000.00
Right of Way			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
k. Contract			
l. Other			
m. Other			
n. Other			
_____ % o. Agency			
Federal Aid Participation Ratio for CN p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	23,000.00		23,000.00

Agency Official

By _____
 Title Mayor, City of Oak Harbor

Washington State Department of Transportation

By _____
 Director of Local Programs
 Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement
 The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency’s share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency’s share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions

Prefix	Route	()	Date	7/17/2014
Federal Aid Project Number			DUNS Number	054009196
Local Agency Project Number	ENG 14-02	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001476

Agency City of Oak Harbor	CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Whidbey Avenue Pedestrian Crossing	Start Latitude N48-17-54.56 End Latitude N	Start Longitude W122-39-19.98 End Longitude W
Project Termini From - To E. Whidbey Avenue	Nearest City Name Oak Harbor	Project Zip Code (+ 4) 98277-3280
From To	Length of Project approx. 100 ft	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number 0895	County Number 15
	County Name Island	WSDOT Region Northwest Region
Congressional District Congressional District 2	Legislative Districts Legislative District 10	Urban Area Number 19

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$23,000		\$23,000	Nov. 2014
R/W				
Const.	\$201,500		\$201,500	Aug. 2015
Total	\$224,500		\$224,500	

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width 75 feet	Number of Lanes 5
Whidbey Avenue is the primary east-west street in Oak Harbor. The functional classification of Whidbey Avenue is Minor Arterial. The existing street section includes sidewalk on both sides, two lanes in either direction and a center two-way left turn lane. The condition of Whidbey Avenue at the project site is fair. The existing asphalt concrete pavement has some cracking but remains in sufficiently good condition to be rehabilitated with an overlay.	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary) The proposed work is installation of a mid-block pedestrian crossing, center refuge island, pedestrian-activated warning system, ADA retrofit and sidewalk.

Local Agency Contact Person Arnold Peterschmidt	Title Project Engineer	Phone 360 279-4525
Mailing Address 865 SE Barrington Drive	City Oak Harbor	State WA
		Zip Code 98277-3280

Project Prospectus Approval	By _____	Approving Authority
	Title Mayor, City of Oak Harbor	Date Aug 6, 2014

Agency City of Oak Harbor	Project Title Whidbey Avenue Pedestrian Crossing	Date 7/17/2014
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	75 feet	5

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	na	na
Design Speed	na	na
Existing ADT	na	na
Design Year ADT	na	na
Design Year	na	na
Design Hourly Volume (DHV)	na	na

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency %
Construction Will Be Performed By General Contractor	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

This project is Categorically Excluded as described in parts 3, 22, and 23 of Section 24.22 a. of the WSDOT Local Agency Guidelines.

Agency City of Oak Harbor	Project Title Whidbey Avenue Pedestrian Crossing	Date 7/17/2014
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Right of Way		
<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
 Relocation of or adjustments to utilities and existing major structures are not expected.

FAA Involvement
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks
 Whidbey Island Naval Airstation is 2 miles north of the project site.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Oak Harbor

Date August 6, 2014

By _____
 Mayor/Chairperson

City of Oak Harbor City Council Agenda Bill

Bill No. 6.e
Date: August 6, 2014
Subject: The City of Oak Harbor &
Teamsters Local 231
Settlement Agreement (Public
Works)

FROM: Sara Piccone, Human Resource Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

To address and resolve the “Wage & Medical” opener provided in the Appendix B of the 2013 -2016 Labor Agreement between the City of Oak Harbor and Teamsters union, Local No. 231.

SUMMARY STATEMENT

The City of Oak Harbor and Teamsters Union, Local 231, adopted a labor agreement commencing August 1, 2013 – December 31, 2016, which provides in Appendix B.II.a and B.II.b. for a “Wage and Medical” opener.

The City of Oak Harbor and Teamsters Union, Local 231, have engaged in mediation and reviewed market studies of bargaining unit positions.

Pursuant to a Public Relations Commission (PERC) Mediator’s suggested resolution, both parties have settled the issues of wage adjustments and the termination of the medical “opt out program” money for impacted employees in the bargaining unit, the details of which are outlined in the attached Memoranda of Settlement dated June 2014.

STANDING COMMITTEE REPORT

None

RECOMMENDED ACTION

Adopt Resolution 14-32 amending the labor agreement between The City of Oak Harbor (Employer) and; Teamsters Local 231 – Public Works Unit (Union) to add the Wage and Benefit Memoranda of Settlement.

ATTACHMENTS

Resolution 14-32

Exhibit A – Memoranda of Settlement – June 2014 By and Between The City of Oak Harbor (Employer), and Teamsters Local 231- Public Works Unit (Union).

Agenda Bill – August 6, 2014 Teamsters Agreement with Public Works

City of OakHarbor City Council Agenda Bill

Exhibit B- Appendix A Classifications

Exhibit C – Appendix B Wages

Exhibit D- Labor Agreement between The City of Oak Harbor and Teamsters Union, Local No. 231-
<http://www.oakharbor.org/page.cfm?pageId=1497>

RESOLUTION NO. 14-32

A RESOLUTION OF THE COUNCIL OF THE CITY OF OAK HARBOR AMENDING THE LABOR AGREEMENT BETWEEN THE CITY OF OAK HARBOR (EMPLOYER) AND TEAMSTERS LOCAL 231 – PUBLIC WORKS UNIT (UNION) TO ADD THE JUNE 2014 - WAGE AND BENEFIT MEMORANDA OF SETTLEMENT.

WHEREAS, the City of Oak Harbor and Teamsters labor agreement was last updated on August 1, 2013, which covers August 1, 2013 – December 31, 2016, with a Wage and Medical opener provided in the Appendix B.II.a and B.II.b; and

WHEREAS, The City of Oak Harbor and Teamsters Union, Local 231, have engaged in mediation and reviewed market studies of bargaining unit positions, and

WHEREAS, on July 8, 2014, and pursuant to a Public Relations Commission (PERC) Mediator’s suggested resolution, have settled the issues of wage adjustments and the termination of the medical “opt out program” money for impacted employees in the bargaining unit.

NOWHEREFORE, BE IT RESOLVED, by the City Council of the City of Oak Harbor that:

Section1.The labor agreement between The City of Oak Harbor (Employer) and; Teamsters Local 231 – Public Works Unit (Union), commencing August 1, 2013, shall be amended to include the Memoranda of Settlement – June 2014 to resolve the Wage and Medical opener.

Section2.This resolution shall become effective upon its passage and approval.

PASSED and approved by the City Council this day of, 2014.

THE CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

Introduction:

Adopted:

Published:

MEMORANDA OF SETTLEMENT – June 2014
By and Between
The City of Oak Harbor (Employer), and:
Teamsters Local 231 – Public Works Unit (Union)

- A The parties are signatory to a labor agreement which provides at Appendix B.II.a and B.II.b for a “Wage and Medical” opener, and;
- B The parties have reviewed various forms of market studies of bargaining unit positions, and;
- C The Parties have met in Mediation which, pursuant to a Mediator’s suggested resolution, has resolved the issues of the wage opener, and;

THEREFORE, it is agreed:

- 1. Market adjustments are to be effective through the adoption of replacement Appendix A as of the first full pay period of January 2014. Additional market adjustments, if any, shall be made as of the first full pay period of 2015 and 2016 as set out in the attached Replacement Appendix A.
- 2. Effective as of the first full pay period in January 2014, the wage table attached as replacement Appendix B shall become effective for 2014. For 2015 and 2016 the replacement Appendix B table will be effective as of the first full pay period each January.
- 3. Effective January 1, 2015 the provisions of Section 9.03.1 are satisfied with the open enrollment afforded to bargaining unit employees offering the same choices as the City provides to unrepresented staff pursuant to Resolution 13-24. Such choices shall be made available to bargaining unit employees during the City’s normal open enrollment period in 2014 for 2015 participation and in 2015 for participation in 2016.
 - 3.1. Employees who were receiving “opt out money” during 2013 and during 2014 prior to the date of this settlement shall be covered by City Medical in 2014 to the extent of their coverage in 2013 if any.
 - 3.2. Further, for bargaining unit employees paid “opt out money” in 2013 and in 2014 and who did not enroll in any City medical plan such employees will be eligible for medical enrolment as provided in 3, above for 2015.
- 4. It is agreed that all “opt out money” ended as of January 1, 2014.
 - 4.1. Employees receiving money considered to be “opt out money” shall as of January 1, 2014, be covered by City Resolution 13-27 whereby their “opt out money” payments will be included in their individual wage rate (red circle rate) until such time as the wage rate in Appendix B for their classification shall exceed their individual wage rate. Administration of this provision shall be consistent with Resolution 13-27.
 - 4.2. All “opt out money” received by any employee after January 1, 2014 shall be constructive wages and such amounts are paid as “red circle” wages pursuant to Resolution 13-27

THE FOREGOING BEING THE AGREEMENT OF THE PARTIES

BY: _____
Mayor, City of Oak Harbor

BY: _____
Secretary/Treasurer, Teamsters 231

APPENDIX A CLASSIFICATIONS

The City and the Union reserve the right to correct classification references as certified by the PERC; and, the references to appropriate Divisions within Public Works.

		2013/ 2014	Market Ranges
Construction Inspector	Eng	N-41	Up 1 range in 2014 and 2015
Equipment Mechanic	ER&R	N-40	Up 1 range in 2014
WWTP Laboratory Technician	WWT	N-40	
Engineer Technician	Eng	N-38	Up 1 range in 2014 and 2015
Solid Waste Spec II	SW	N-37	Up 1 range in 2014
Storm Drain/ WW Collections Spec II	WW	N-37	Up 1 range in 2014 and 2015
Streets Spec II	Str	N-37	Up 1 range in 2014 and 2015
Water Spec II	Wat	N-37	Up 1 range in 2014 and 2015
WWTP Operator II (new SS04)	WWT	N-37	Up 1 range in 2014
Adm Asst - Eng	Eng	N-36	
Parks Maintenance II (new SS04)	Pks	N-36	Up 1 range in 2014 and 2015
Facilities & Utilities Worker	Fac	N-35	Up 1 range in 2014 and 2015 and 2016
WWTP Operator I	WWT	N-35	
Parks Maint Spec I (new SS04)	Pks	N-32	
Solid Waste Spec I (new SS04)	SW	N-32	
Storm Drain/ WW Collections Spec I	WW	N-32	
Streets Specialist I	Str	N-32	
Water Specialist I	Wat	N-32	
WWTP Operator-In-Training	WWT	N-32	

City Divisions are:

- Engineering
- Equipment Rental & Repair
- Facilities
- Parks
- Solid Waste
- Streets
- Waste Water (Storm-water)
- Waste Water Treatment (Plant)
- Water (Potable)

APPENDIX B WAGES

Wage Tables:

Effective the 1st full pay period of the named year

Salary	Proficiency Level		2014	2.0%				
Range	A	B	C	D	E	F	G	H
T20	\$18.74	\$19.30	\$19.88	\$20.47	\$21.08	\$21.72	\$22.37	\$23.04
T21	\$19.30	\$19.88	\$20.47	\$21.08	\$21.72	\$22.37	\$23.04	\$23.73
T22	\$19.88	\$20.47	\$21.08	\$21.72	\$22.37	\$23.04	\$23.73	\$24.44
T23	\$20.47	\$21.08	\$21.72	\$22.37	\$23.04	\$23.73	\$24.44	\$25.17
T24	\$21.08	\$21.72	\$22.37	\$23.04	\$23.73	\$24.44	\$25.17	\$25.93
T25	\$21.72	\$22.37	\$23.04	\$23.73	\$24.44	\$25.17	\$25.93	\$26.70
T26	\$22.37	\$23.04	\$23.73	\$24.44	\$25.17	\$25.93	\$26.70	\$27.51
T27	\$23.04	\$23.73	\$24.44	\$25.17	\$25.93	\$26.70	\$27.51	\$28.33
T28	\$23.73	\$24.44	\$25.17	\$25.93	\$26.70	\$27.51	\$28.33	\$29.17
T29	\$24.44	\$25.17	\$25.93	\$26.70	\$27.51	\$28.33	\$29.17	\$30.05
T30	\$25.17	\$25.93	\$26.70	\$27.51	\$28.33	\$29.17	\$30.05	\$30.95
Salary	Proficiency Level		2015	2.0%				
Range	A	B	C	D	E	F	G	H
T20	\$19.11	\$19.68	\$20.28	\$20.88	\$21.51	\$22.15	\$22.82	\$23.50
T21	\$19.68	\$20.28	\$20.88	\$21.51	\$22.15	\$22.82	\$23.50	\$24.20
T22	\$20.28	\$20.88	\$21.51	\$22.15	\$22.82	\$23.50	\$24.20	\$24.93
T23	\$20.88	\$21.51	\$22.15	\$22.82	\$23.50	\$24.20	\$24.93	\$25.68
T24	\$21.51	\$22.15	\$22.82	\$23.50	\$24.20	\$24.93	\$25.68	\$26.45
T25	\$22.15	\$22.82	\$23.50	\$24.20	\$24.93	\$25.68	\$26.45	\$27.24
T26	\$22.82	\$23.50	\$24.20	\$24.93	\$25.68	\$26.45	\$27.24	\$28.06
T27	\$23.50	\$24.20	\$24.93	\$25.68	\$26.45	\$27.24	\$28.06	\$28.89
T28	\$24.20	\$24.93	\$25.68	\$26.45	\$27.24	\$28.06	\$28.89	\$29.76
T29	\$24.93	\$25.68	\$26.45	\$27.24	\$28.06	\$28.89	\$29.76	\$30.65
T30	\$25.68	\$26.45	\$27.24	\$28.06	\$28.89	\$29.76	\$30.65	\$31.57
T31	\$26.45	\$27.24	\$28.06	\$28.89	\$29.76	\$30.65	\$31.57	\$32.52
Salary	Proficiency Level		2016	2.5%				
Range	A	B	C	D	E	F	G	H
T20	\$19.59	\$20.18	\$20.78	\$21.40	\$22.04	\$22.70	\$23.39	\$24.09
T21	\$20.18	\$20.78	\$21.40	\$22.04	\$22.70	\$23.39	\$24.09	\$24.80
T22	\$20.78	\$21.40	\$22.04	\$22.70	\$23.39	\$24.09	\$24.80	\$25.55
T23	\$21.40	\$22.04	\$22.70	\$23.39	\$24.09	\$24.80	\$25.55	\$26.32
T24	\$22.04	\$22.70	\$23.39	\$24.09	\$24.80	\$25.55	\$26.32	\$27.11
T25	\$22.70	\$23.39	\$24.09	\$24.80	\$25.55	\$26.32	\$27.11	\$27.92
T26	\$23.39	\$24.09	\$24.80	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76
T27	\$24.09	\$24.80	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76	\$29.61
T28	\$24.80	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76	\$29.61	\$30.50
T29	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76	\$29.61	\$30.50	\$31.42
T30	\$26.32	\$27.11	\$27.92	\$28.76	\$29.61	\$30.50	\$31.42	\$32.36
T31	\$27.11	\$27.92	\$28.76	\$29.61	\$30.50	\$31.42	\$32.36	\$33.33

Exhibit D

Please click here

<http://www.oakharbor.org/page.cfm?pagelid=1497> to view the Labor Agreement between The City of Oak Harbor and Teamsters Union, Local No. 231.

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

Bill No. 7.a
Date: August 6, 2014
Subject: Mangat Property – Intent to Annex

FROM: Steve Powers
Development Services Director

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

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney

PURPOSE

This agenda bill presents the notice of intent to commence annexation proceedings for the Mangat Property. In considering this notice, the City Council needs to decide: (1) whether it will accept, reject, or geographically modify the proposed annexation, (2) whether it will require adoption of zoning simultaneously with annexation, and (3) whether it will require annexed properties to share City indebtedness.

AUTHORITY

RCW 35A.14.010 gives cities the authority to annex properties which are contiguous to their boundary.

BACKGROUND

On June 23, 2014 Mrs. Harbhajan Mangat submitted a notice of her intent to commence annexation proceedings (Attachment 1) for three parcels located at 2852 and 2890 North Oak Harbor Road near the southeast corner of the intersection with Gun Club Road (see Attachment 2). All three properties total approximately 19 acres.

The proponents have submitted a letter of intent to annex and they represent 100% of the acreage of the annexation area and also represent the entire portion of the assessed valuation of the area (far in excess of the minimum 10% valuation required to circulate an annexation petition). The City Council must conduct a meeting with the initiating party within 60 days after the filing of their notice. The meeting scheduled for August 6th meets this requirement. At the meeting the Council must determine three things:

1. Whether to accept the annexation as proposed; reject the annexation; or geographically modify the proposed annexation;
2. Whether it will require the simultaneous adoption of proposed zoning, and

3. Whether it will require the assumption of all or any portion of existing city indebtedness by property owners within the area to be annexed.

The decision of the Council whether to move forward with the proposed annexation is entirely within its discretion. By accepting a proposed annexation petition, the Council is not committing itself to ultimately annexing the territory proposed. The decision to accept at this stage merely allows the annexation petition to go forward procedurally and does not represent approval of the annexation.

If the Council rejects the proposed annexation at this stage, the initiating parties have no right of appeal. If the Council accepts the annexation, then the proponent will be authorized to circulate the 60% petition. After submittal of a valid 60% petition, all appropriate fees and a metes and bounds legal description, the Council will conduct a public hearing to decide whether to approve the annexation.

DISCUSSION

1. WHETHER TO ACCEPT THE ANNEXATION AS PROPOSED; REJECT THE ANNEXATION; OR GEOGRAPHICALLY MODIFY THE PROPOSED ANNEXATION.

City departments have commented on the petition request with information about city services and requirements that would apply to the land after annexation.

Development Services Department

Planning

Zoning

The proposed annexation area is located within the Oak Harbor Urban Growth Area (UGA) and is designated as “Planned Residential Estate” (PRE) and Planned Industrial Park (PIP) in the City’s Comprehensive Plan and would be zoned as PRE and PIP, if annexed (See Attachment 2 “Future Land Use Map”). The PRE Comprehensive Plan Designation is uncommon and only applies to select properties along North Oak Harbor Road. The PRE designation is Oak Harbor’s lowest-density residential designation and zone and permits three units per acre, which is approximately 14,000-15,000 square foot minimum lot sizes. This designation and zone was established at the time of Oak Harbor’s first Comprehensive Plan adoption in 1995 to preserve large lot homes “which, because of surrounding land uses, noise impacts from the Naval Air Station, environmentally sensitive areas, and existing land use patterns are better planned for preservation” (OHMC 19.20.005).

The City commonly enters into annexation agreements with proponents who want to annex to ensure that services and infrastructure will be provided to a property in a timely way and to ensure that the applicant pays their “fair share” to install the necessary infrastructure. The City requires annexed properties to be brought up to current standards for provision of water, sewer, storm, and streets at the time of development.

In this case, the Comprehensive Plan designation on two of the three parcels in question (PRE), prevents future development from occurring at an increased density or intensity. The zone precludes the development of commercial or industrial uses and the existing number of housing units on the properties in question already exceeds that which would be allowed under City PRE zoning, if annexed. The following table compares the density that would be allowed under PRE zoning, if annexed, to the existing density.

Parcel	Size	Existing Number of Units	Size of PRE-Zoned Area	Units Permitted by City PRE Zone	Existing Excess Density
R13326-110-1070	11.62 acres	39	11.62	35	4
R13326-079-1480	3.00 acres	8	3.00	9	-1
R13326-060-0970	4.50 acres	10	0.00	N/A	10
Total	19.12	57	14.62	38	13

Note: Parcel sizes are based on Island County Assessor’s data, not a survey.

The southernmost parcel is zoned Planned Industrial Park (PIP). The PIP-zoned parcel is 4.50 acres in size and 200 feet wide, which is narrow for an industrial property and could be difficult to develop with an industrial park use as a stand-alone parcel. Thus, due to the zoning, which would be applied to the properties in question (PRE and small area of PIP), if annexed, future development potential of these properties could be limited.

Building

The Building Division commented that the mobile home park located on the two tax parcels addressed as 2890 N. Oak Harbor Road would need to comply with Title 16 of the Oak Harbor Municipal Code (OHMC). Section 16.56.010 OHMC requires that mobile homes and mobile home parks meet certain requirements including surfacing of pads for the homes, skirting around the sides of homes, provision of a storage area for residents, landscaping along the outer edges of the mobile home park, and most significantly, connection to the public sewer and water systems within three years after annexation.

The Building Division also commented that verification of an approved septic system should be a condition of annexation.

Public Works

Sanitary Sewer

City code (OHMC 16.32.010 & 18.25.040) requires connection to public sewer if the existing on-site septic system fails. Island County Public Health informed the City that there are significant problems with the existing on-site septic system serving the Valley High Mobile Home Park. The system is out of date with current technology and soils in areas of the park are not suitable for on-site septic. The property is considered at high risk for failure and County staff encouraged the owners to explore the possibility of connecting to City sewer.

The nearest city sewer main is in NE Goldie Street approximately 800 feet from the NE corner of the proposed annexation (see Attachment 3). Connecting to the NE Goldie Street main would require installation of a collection system along with a lift station and force main because the proposed annexation area is at a lower elevation than the Goldie main. A public lift station would likely be required to be a regional lift station. The 2008 Comprehensive Sewer Plan (by Tetrattech/KCM) identifies expansion project D1 as a regional lift station located on or adjacent to the property proposed for annexation. The planning level cost for the lift station and the force main to Goldie Road is \$1,865,000. A second expansion project (D2) is a trunk line that would run from Goldie Road southward through the valley to the expansion project D1 lift station. The planning level cost for the trunk line (expansion project D2) from Goldie Road to the lift station is \$2,617,000. These projects have not been included in Oak Harbor's capital improvement budget and would need to be budgeted for if the City was to enter into a cost-sharing arrangement to construct the sewer improvements.

In 2012, BHC/Carollo consulting engineers prepared a Wastewater Treatment Preliminary Engineering and Facilities Plan indicating public gravity flow line (Area 12, Link D7) as an alternative to the regional lift station mentioned above. This gravity flow line would route to and along the east side of the valley servicing properties along the Goldie Street and Easy Street vicinity to the 7th Avenue lift station. Numerous easements for crossing private property would be necessary, and routing through wetlands and wetland buffers is probable. Capacity improvements to the existing lift station are also part of this improvement. The planning level costs for this link are approximately 3 to 4 million dollars.

A third possible connection point to City sewer main is approximately 1200 feet south of the proposed annexation at the northeast corner of the Oak Hollow Mobile Home Park in N. Oak Harbor Road. Preliminary review of site elevations indicates that there is potential for a gravity sewer connection to this main, but more extensive investigation would be necessary. In addition, this routing would not allow servicing of the southern Goldie Street and Easy Street vicinities ultimately requiring parallel sewers along the southern end of the valley, would cross wetlands, and would also require easements across private properties.

Water

City code (OHMC 16.32.050) requires that all mobile homes, recreational vehicles and mobile home parks be connected to the municipal water system. Mains exist in Goldie and N. Oak Harbor Roads (see Attachment 4). The proposed annexation could be served by a main extension from the existing Oak Harbor Street main. Additionally the North Transmission Main project will likely be installed within the next six years between N. Oak Harbor and NE Goldie streets in the Gun Club Road right-of-way that fronts the northern border of the proposed annexation. This future main would provide a shorter main extension but would also require a pressure reducing valve (PRV) station or individual PRVs on each connection.

Storm Water

The annexation is in a low area bordered by wetlands. LID techniques and storm water treatment would be required for development or redevelopment. Runoff from this area drains to the NE 7th Avenue wetlands to the south of the proposed annexation area.

Solid Waste

The existing interior street system is insufficient for access by garbage trucks. The streets are too narrow and do not permit a truck to pass through or turn around.

Transportation

Gun Club Road adjacent to the north side of the proposed annexation is not built to an urban standard. It is little more than a wide asphalt driveway, no curb, gutter, sidewalk exist and the asphalt is in poor condition. There is an existing drainage ditch along the north side.

The segments of Gun Club Road intersecting either side of N. Oak Harbor Street have an off-set of approximately 60 feet. This situation will cause significant operational and safety problems in the future when and if traffic on Gun Club Road increases. The current City Transportation Plan shows Gun Club Road extending from Heller Street to Goldie Street in the future and is classified as a collector street. The off-set intersection problem should be resolved as part of any development generating significant traffic on Gun Club Road.

Fire

The Fire Department commented that fire access and supply for fire protection does not meet the minimum Fire Code requirements. As concerns fire access, the existing streets within the properties will need to be modified to have a fire access turnaround and a connection between the two parcels or add an access road to the property addressed as 2890 Goldie Road. Additional fire hydrants must be installed at both locations; fire flow must be a minimum of 1,000 gallons per minute.

For staffing purposes, the Fire Department commented that the annexation will impact the fire department with increased fire and medical responses, hydrant maintenance and additional fire inspections of the apartment building. The Department commented that annexations and residential and commercial development has significantly impacted the fire department operations and response abilities. Additional on duty response personnel are needed to maintain adequate emergency response coverage and daily operational duties.

Police

The Police Department commented that the annexation of the property along with the existing city boundaries in this area have led to a “disjointed” and confusing location for ICOM, Sheriff’s Deputies and Officers. Past annexations which have created unincorporated “islands” have created service provision difficulties. Properties within unincorporated islands have created a situation in which the Police Department has to get the island County Sheriff’s Department involved for criminal investigations. City boundaries which follow rights-of-way work best for the Police Department.

2. WHETHER IT WILL REQUIRE THE SIMULTANEOUS ADOPTION OF PROPOSED ZONING.

The adoption of the Interlocal Agreement between Island County and the City of Oak Harbor on January 14, 2002 provides for the implementation of City zoning for areas of land contained within the UGA. The City of Oak Harbor's Comprehensive Plan defines the range and location of future land uses that will occur within the City and its UGA. The Comprehensive Plan indicates that the proposed annexation area is designated as Planned Residential Estate with some areas designated as Planned Industrial Park. Please see Future Land Use Map in Attachment 2. Per the Interlocal Agreement and Oak Harbor's Future Land Use Map, the property in question would be designated as PRE and PIP, if annexed.

3. WHETHER IT WILL REQUIRE THE ASSUMPTION OF ALL OR ANY PORTION OF EXISTING CITY INDEBTEDNESS BY PROPERTY OWNERS WITHIN THE AREA TO BE ANNEXED.

City indebtedness refers to existing or future bonds, the cost of which is shared by City taxpayers. The City does not currently have outstanding bond debt, but it is likely that there will be bonds issued in the future for capital projects. As such, it is logical for the City to require that properties in the proposed annexation to share in City indebtedness.

STAFF RECOMMENDATION

As previously mentioned and repeated here again, City Council must decide three things at this point in time:

1. Whether to accept the annexation as proposed; reject the annexation; or geographically modify the proposed annexation;
2. Whether it will require the simultaneous adoption of proposed zoning, and
3. Whether it will require the assumption of all or any portion of existing city indebtedness by property owners within the area to be annexed.

Whether to Accept, Reject or Geographically Modify the Annexation Petition

Accepting the annexation petition means that the applicant will be authorized to circulate and gather signatures for the three properties for which the original request was made. Since, the applicant owns all three properties, gathering signatures for this area would likely happen in quick succession.

If Council chooses to geographically modify the annexation petition, the annexation area would likely expand to include other adjacent properties. The practical implication for this alternative is that the applicant would be required to gather signatures from more property owners, likely increasing the time and effort required to submit a valid annexation petition.

If the Council rejects the petition request, there would be no further discussion in the near future about whether to annex the subject properties. State law and the City do not have an appeal process if the petition is rejected.

Whether to require the simultaneous adoption of proposed zoning

Oak Harbor is required to adopt a comprehensive plan by the State Growth Management Act for areas outside of its boundary, but within the Urban Growth Area (UGA). In compliance with this requirement, Oak Harbor’s Future Land Use Map shows this area as PRE and PIP with corresponding zoning, if annexed. Therefore, PRE and PIP would be the zone that would apply to this property, if annexed.

Whether it will require the assumption of all or any portion of existing city indebtedness by property owners within the area to be annexed.

Typically, cities require annexed areas to assume a pro rata share of the city’s indebtedness (outstanding bonds now or in the future). Properties pay this pro rata share through special property tax levies. In some cases, city’s may not want an annexed area to share in city debts if an annexed area will have a heavy debt burden because it will finance its own infrastructure and services.

ATTACHMENTS:

1. Notice of intent to commence annexation proceedings
2. Future Land Use Map
3. City Sewer Map
4. City Water Map
5. Comprehensive Plan annexation policies

MAYOR'S COMMENTS:

**Attachment 5: Comprehensive Plan Policies
Urban Growth Area Element**

Goal 4 - Annexations to the City will occur in compliance with the Washington State Growth Management Act and the following policies.

Policy: **4.a** Land to be annexed should include only areas seen as logical extensions of the City, located adjacent to existing urban development.

Discussion:

This policy is to be used solely as a guide to prevent leap-frogging and not as a means of preventing growth.

4.b The City should avoid annexations that would result in unincorporated enclaves within the UGA.

Discussion:

An unincorporated enclave is an area completely surrounded by incorporated parts of the city. However, the City may make exceptions to this policy in cases where the potential enclave is already characterized by urban density. In such cases, the City should first encourage petitioners to work with property owners inside the potential enclave to include them in the annexation area. Failing this preferred option, only then should the City consider whether the annexation would further other Comprehensive Plan goals, such as economic development, and otherwise be consistent with annexation policies.

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

4.c Annexations should not diminish the present LOS or create an excessive financial burden to existing and prospective property owners in the City.

4.d Ensure property owners within an annexing area are aware of foreseeable obligations or requirements that may be imposed upon them by the City at the time of annexation.

Discussion:

Provide foreseeable cost estimates where possible.

4.e Require existing buildings, within annexed areas, to meet the City's fire and safety requirements.

Discussion:

Public safety shall be ensured by the following:

- * An inspection will be conducted of all properties within the proposed annexation area. The Fire Department will identify deficiencies of fire and life safety codes to property owners and City Council. Actions for addressing the deficiencies within specified time frames as recommended by the Fire Department and subject to approval by City Council, will be in the annexation agreement.
- * Upon annexation, existing buildings will be required to have minimum fire-flow within three years for mobile home parks, and two years for all other buildings, or by annexation agreement. Smaller, individually developed properties should not be burdened by excessive costs of utility improvements beyond their normal proportional share of costs. Costs should be proportionate to benefit.
- * Existing buildings not conforming to the City's requirement for fire sprinkler systems, will not be subject to retrofitting until the building is remodeled, modified or has an occupancy reclassification. Occupancies or portions thereof classified as hazardous and/or required to have fire suppression systems in accordance with the Uniform Building Code will be required to install an approved system within one year.

4.f Assure that the City's fire rating is not reduced because of annexation.

Discussion

The intent is to preserve the City's current fire rating and LOS and protect public welfare by providing a water supply of sufficient quantity and pressure for fire protection. In all instances, areas to be annexed should be analyzed for their potential effect on the City's fire rating. Programs should be established to assure improvements are made in the annexed area or to correct identified deficiencies made elsewhere in the City to balance rating deficiencies in the annexed area. Property owners in the annexing area may be required to pay all or a portion of the cost to correct the deficiencies in their area.

4.g Maintain the existing level of police service when annexing new areas.

Discussion

The intent is to protect the residents of the City from a reduced level of police services due to annexation. In all instances the areas to be annexed should be analyzed for their potential effect on the City's current level of police protection. Increases in police personnel may be necessary in order to remain at it's present LOS. The City should have a method for analyzing the fiscal impacts of annexation on police services.

- 4.h Annexation proposals should describe the method and level of funding for capital facilities needed to serve the annexed area.
- 4.i Proponents of annexation in developed or partially developed areas should pay their fair share of the costs of urban services and public improvements required to meet the City's LOS standards.

Discussion

This commitment to meet the City's LOS standards should be identified by all annexation agreements, including pre-annexation agreements.

- 4.j The City may require the preparation of a fiscal impact study which addresses long and short-term economic impacts to the City.
- 4.k Annex, when possible, areas of sufficient size that square off City boundaries and enhance circulation.

Discussion

This policy makes subarea planning for local roads and utilities more efficient.

- 4.l Proposed annexations shall not result in the long-term reduction of the City's established LOS standards.

Goal 5 - New neighborhoods annexed into the City should contribute in a positive manner to sustain and enhance the quality of life for all Whidbey Island citizens while promoting a strong sense of place for Oak Harbor.

- Policy:**
- 5.a Annexation agreements should include a preliminary plan for a transportation network that emphasizes connections to existing neighborhoods, streets and pedestrian facilities.
 - 5.b Where topography allows, new annexation areas should develop in the traditional lot and block grid pattern that typified early Oak Harbor development and enhances the provision of public facilities and services.
 - 5.c The City should consider the desirability of acquiring potential new public facilities, such as trails, parks or open space lands, during the annexation review process with the cooperation of the petitioners.
 - 5.d In annexation requests where the surrounding land uses could be significantly affected by the potential land uses in the annexing area, the City should require a greenbelt designation of an appropriate width to ameliorate the negative impacts.

Discussion: This policy would apply to the annexation of new industrial lands that abut properties that have historically been used for residential purposes.

5.e The City should adopt standards that support the Comprehensive Plan annexation policies.

RECEIVED

JUN 23 2014

CITY OF OAK HARBOR
Development Services Department

THE MANGAT GROUP

P O BOX 1692, Marysville, Washington, 98270.
mangat166@gmail.com (360) 653 -1261

NOTICE OF INTENSION TO COMMENCE ANNEXATION PROCEEDINGS

June 20, 2014

The Honorable Mayor and City Council,
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA, 98277.

The undersigned two persons, who are the owners of one hundred (100%) of the acreage for which annexation, hereby advise the City Council of the City of Oak Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to be legally described on Exhibit "A" attached hereto and is geographically depicted on an Island County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Oak Harbor set a date, not later than sixty (60) days after the filling of this request, for a meeting with the agent for undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive plan as adopted by City of Oak Harbor; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

The Mangat family has owned the property across from N Oak Harbor road, Gun Club rd. & Goldie road over 10 years, we always considered ourselves citizens of Oak Harbor. Now we petition you to allow our property to be annexed into city limits located at;

Parcel A: R13326-079-148

Parcel B: R13326-110-1070

Parcel C: R13326-060-0970

Which is more than 60% .These parcels boundary lines adjoining to Parcel : R13326-083-2220 is already in city limits of Oak Harbor .

On Exhibit A

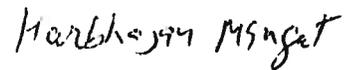
to be formally included within City limits of Oak Harbor.

It is our intension to have the property developed to be full extent of Low impact Development standards and to retain as much of the natural areas as possible.

We will go to great lengths to understand the planning of the City and will submit required designs. We certainly recognize the economy is struggling to recover, and we all have confidence it will eventually recover. We also recognize that both the annexation and development process takes time. It is our belief that we start the first process now annexation, we will arrive at a time when the economy is ready to rebound and again ready to build. During this time, we will select a development partner and further refined our plans to insure that a future Mangat development will be a most welcome neighborhood addition to City of Oak Harbor.

Your favorable consideration to accept the proposed annexation is requested.

Respectfully,

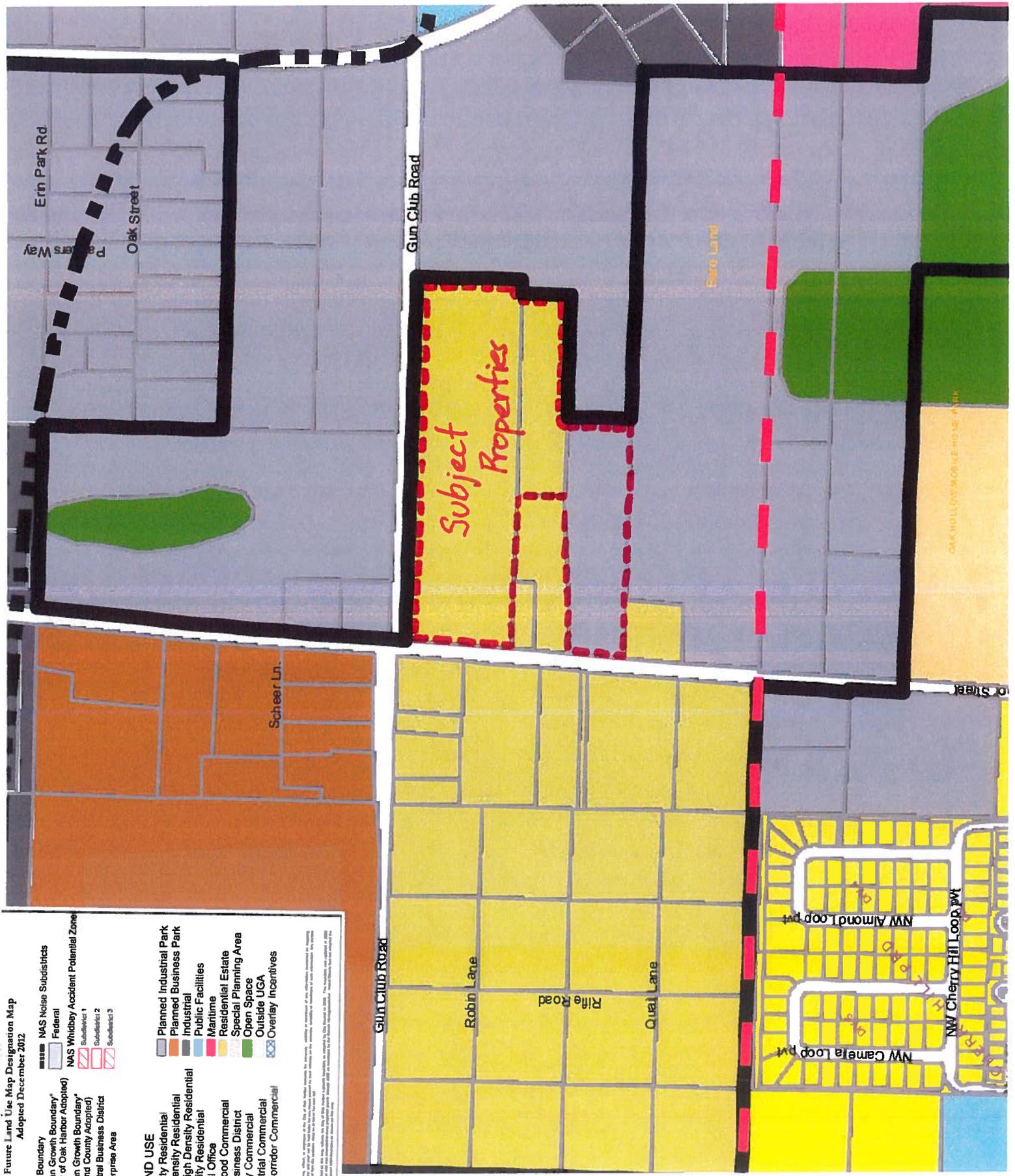


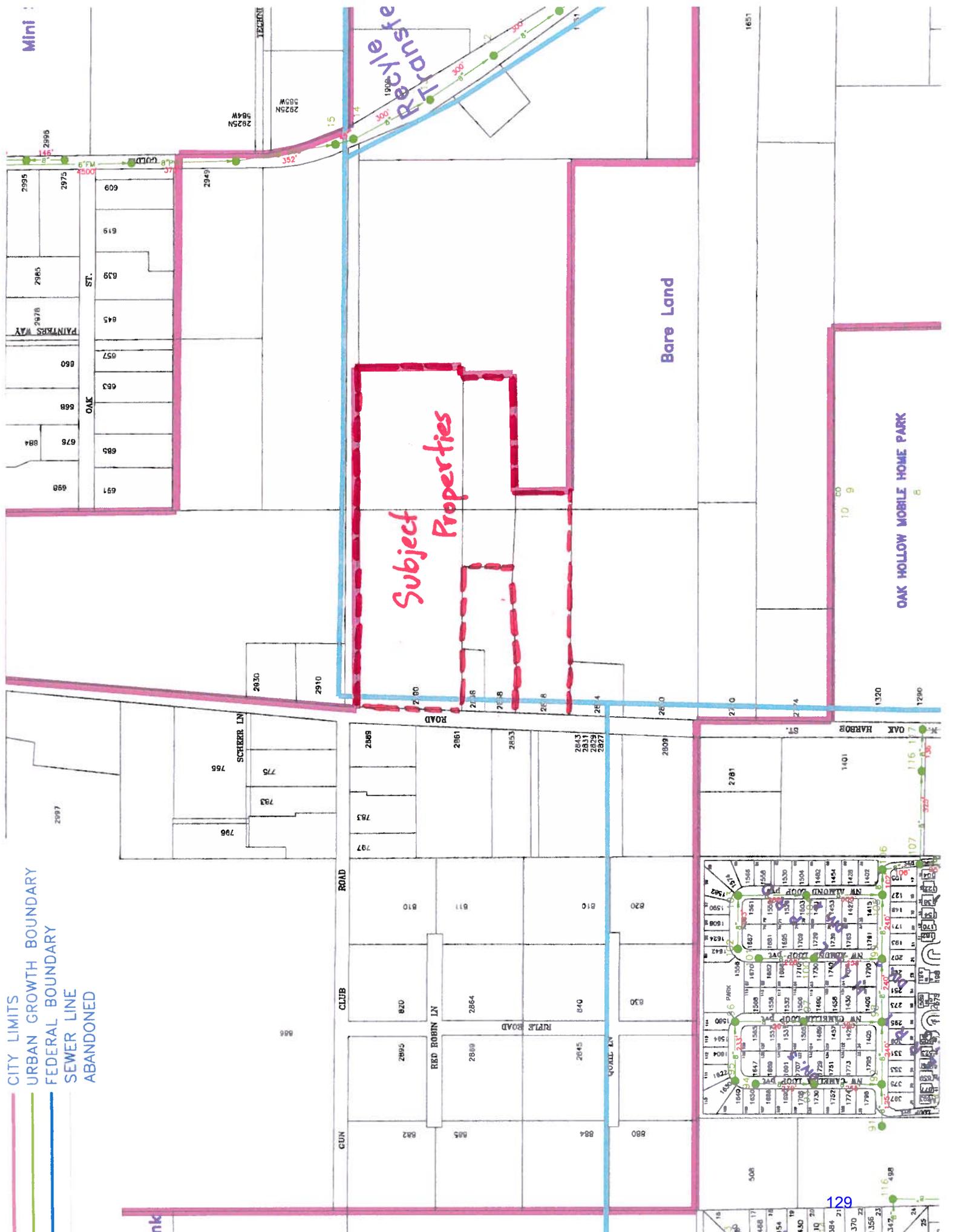
Harbhajan Mangat

	City Boundary		NAS Notice Subdistricts
	Urban Growth Boundary* (City of Oak Harbor Adopted)		Federal
	Urban Growth Boundary* (Island County Adopted)		NAS Whidbey-Accident Potential Zone
	Central Business District		Subdistrict 1
	Enterprise Area		Subdistrict 2
			Subdistrict 3

FUTURE LAND USE

	Low Density Residential		Planned Industrial Park
	Medium Density Residential		Industrial Business Park
	High Density Residential		Industrial
	Residential Office		Public Facilities
	Neighborhood Commercial		Maritime
	Central Business District		Residential Estate
	Community Commercial		Special Planning Area
	Auto/Industrial Commercial		Open Space
	Highway Corridor Commercial		Outside UGA
			Overlay Incentives





Mini

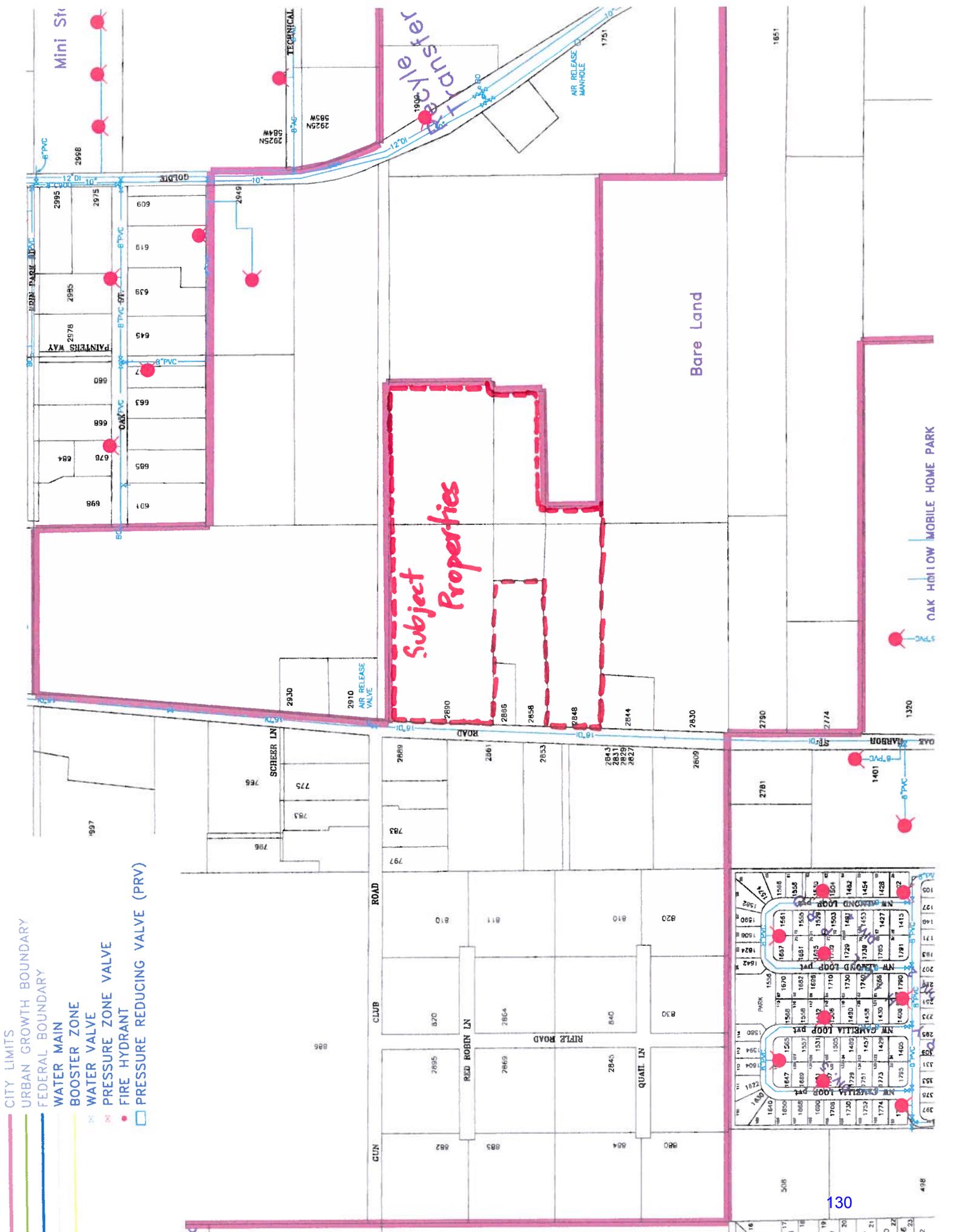
CITY LIMITS
 URBAN GROWTH BOUNDARY
 FEDERAL BOUNDARY
 SEWER LINE
 ABANDONED

Transtyle
 19008
 19008
 19008
 19008

Subject
 Properties

Bare Land

OAK HOLLOW MOBILE HOME PARK



- CITY LIMITS
- URBAN GROWTH BOUNDARY
- FEDERAL BOUNDARY
- WATER MAIN
- BOOSTER ZONE
- WATER VALVE
- PRESSURE ZONE VALVE
- FIRE HYDRANT
- PRESSURE REDUCING VALVE (PRV)

Subject Properties

Bare Land

OAK HIGHLAND MOBILE HOME PARK

ATTACHMENT 5

See pages 8-11 of Agenda Bill 7.a

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

Bill No. 7.b
Date: August 6, 2014
Subject: 2015-2016 Revenue Projections

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Nikki Esparza, City Attorney, as to form

PURPOSE

A presentation of the financial projections of City revenues for the 2015-2016 biennial budget will be made.

AUTHORITY

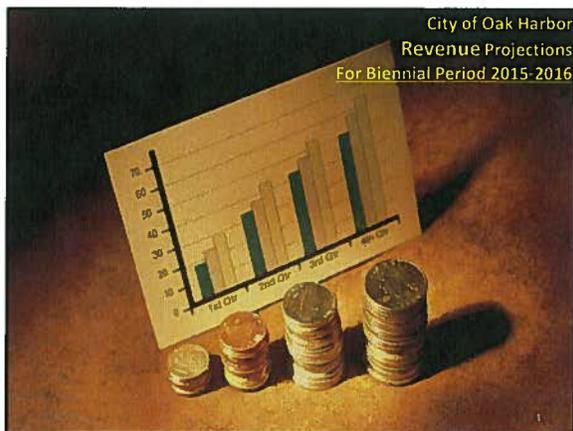
RCW 84.55.120 Public hearing -- Taxing district's revenue sources - A taxing district, other than the state, that collects regular levies shall hold a public hearing on revenue sources for the district's following year's current expense budget. The hearing must include consideration of possible increases in property tax revenues and shall be held prior to the time the taxing district levies the taxes or makes the request to have the taxes levied. The county legislative authority, or the taxing district's governing body if the district is a city, town, or other type of district, shall hold the hearing.

SUMMARY STATEMENT

A presentation will be made of the 2015-2016 revenue projections, which are the basis for the initial financial structuring of the City's 2015-2016 biennial budget. As this presentation is for informational purposes with no requested action, a detailed outline and other additional information will be provided at the meeting.

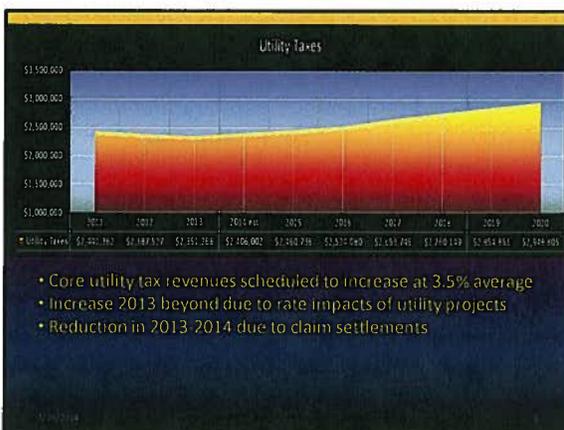
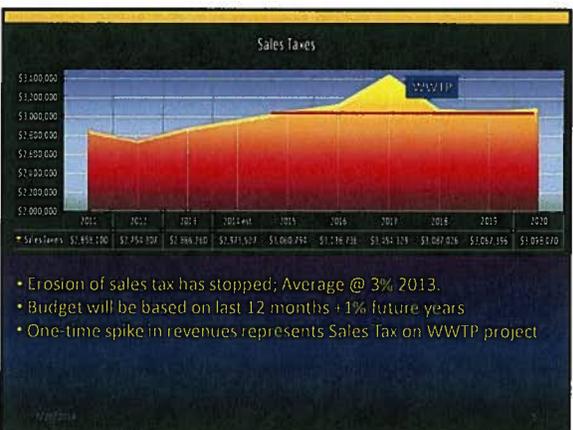
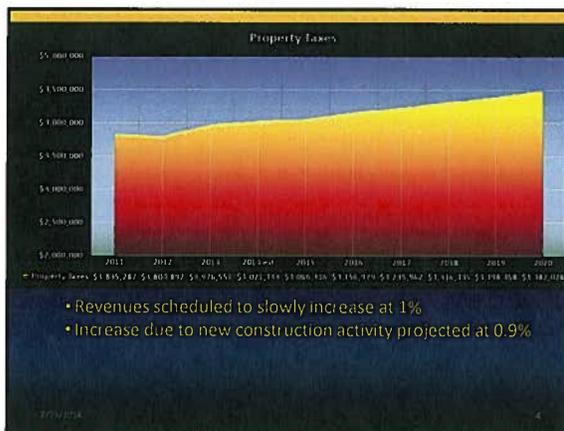
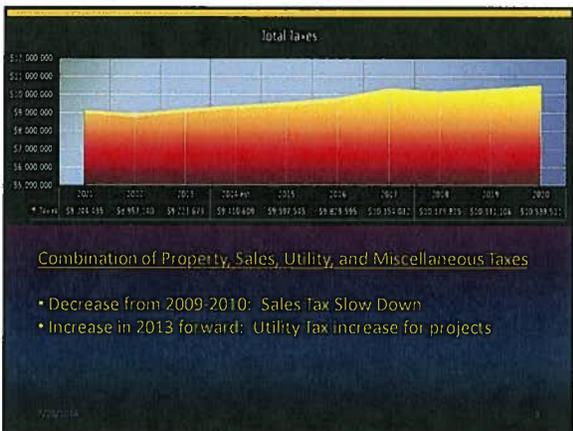
RECOMMENDED ACTION

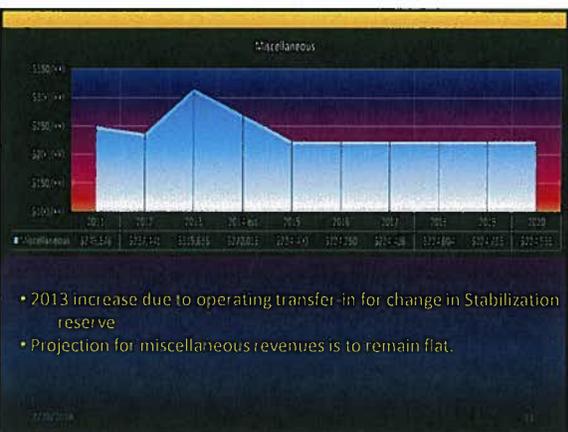
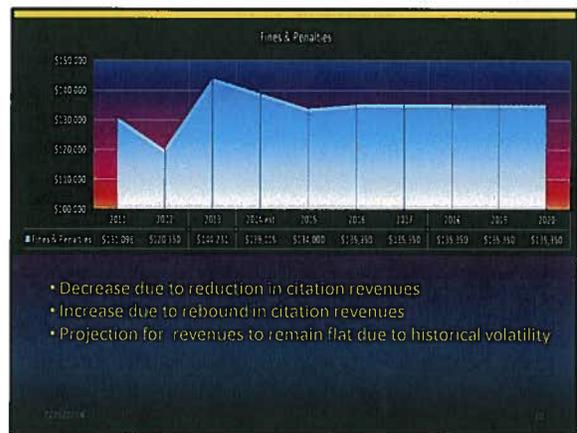
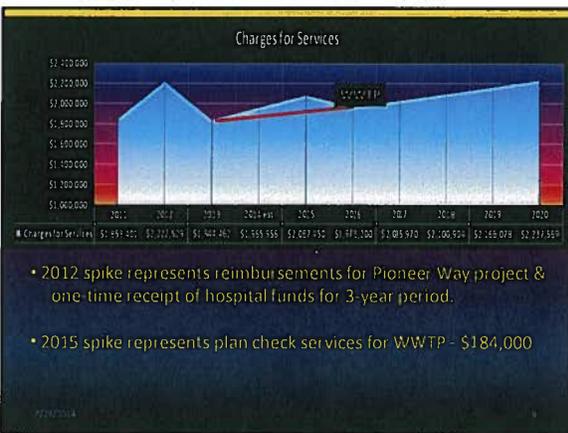
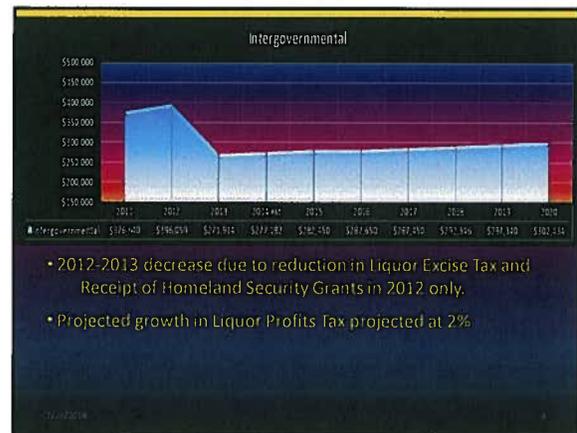
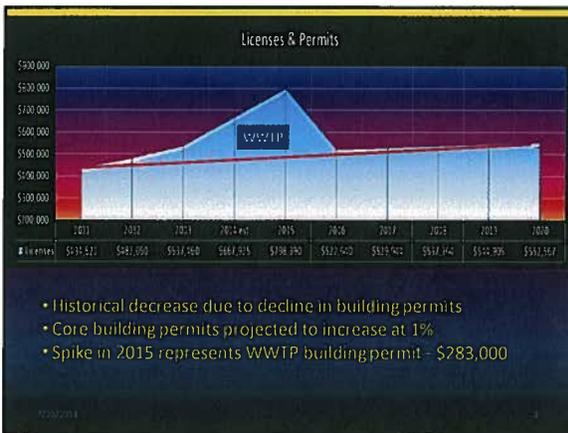
- 1) Hold public hearing on revenue sources for the 2015-2016 budget biennium.

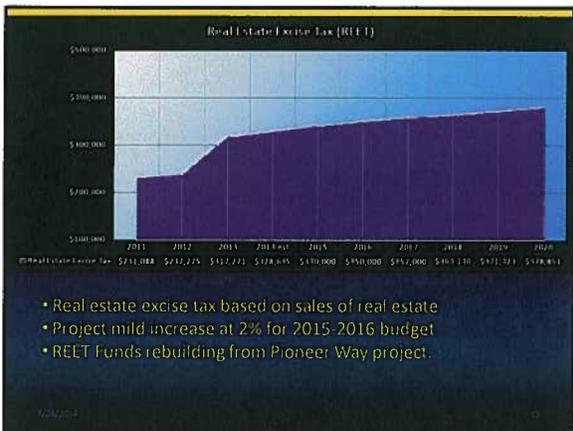
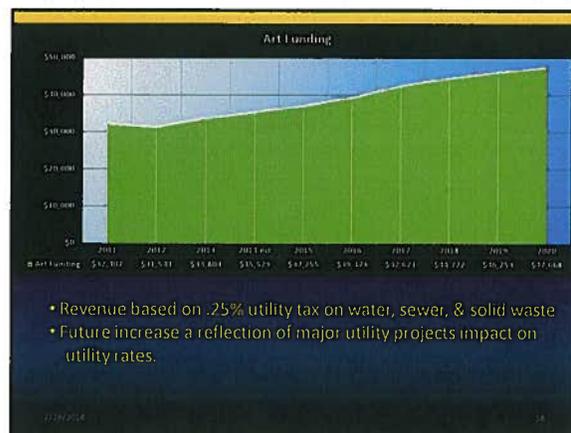
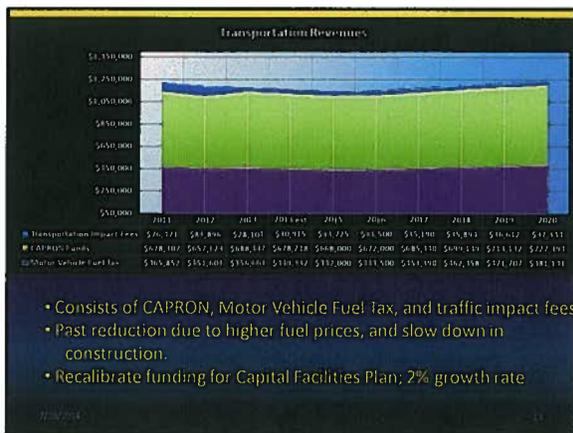


2015-2016 Biennial Budget Revenue Projections

- 1) Revenue projections to begin budget development process.
- 2) Projections may be adjusted as departments submit budget requests.
Examples:
 - Any financing requirements
 - Any operating transfers needed for reimbursements
 - Projects funded through grant proceeds.
- 3) Projections may be adjusted as plans for business activities are confirmed (ie. marathon, utilities, Marina)



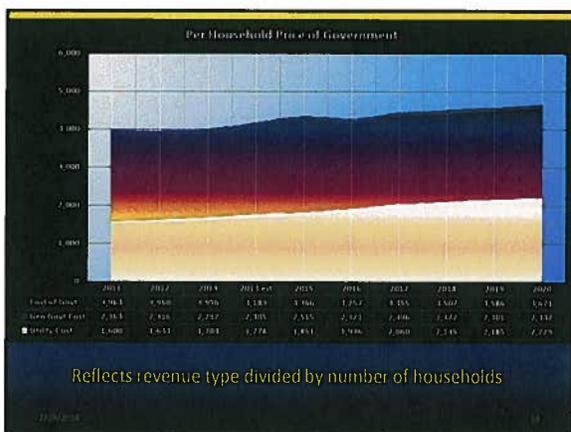
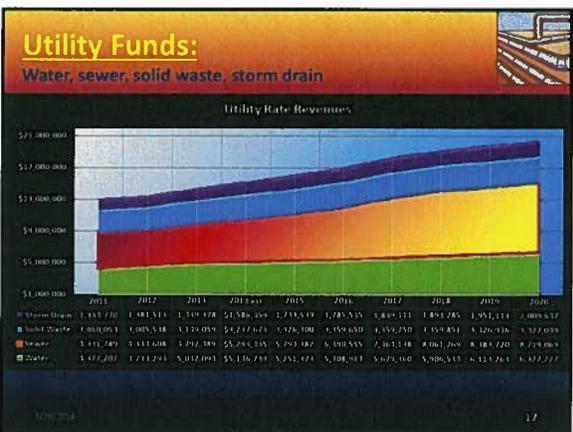


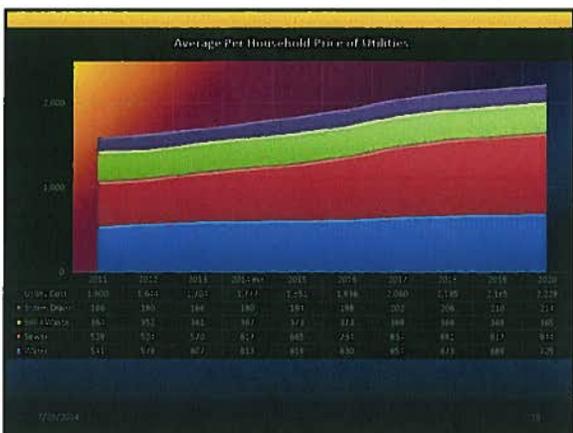


Enterprise Funds:

Water, sewer, solid waste
Storm drain, Marina

- 1) Capital Improvement Plan/HDR rate review
- 2) WWTP Construction impact on rates
- 3) Anacortes water: treatment plant rate impact
- 4) Marina: Vacancy ratio and fuel pricing impacts
- 5) Cost of business increase: Archeological impacts





Looking Ahead:



- 1) Sales tax trends
- 2) Liquor excise tax reinstatement?
- 3) Trends in development activity
- 4) Fuel prices




Discussion

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

Bill No. 7.c
Date: August 6, 2014
Subject: Water Use Efficiency Program Goals

**FROM: Cathy Rosen, Public Works Director
Joe Stowell, City Engineer**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

The purpose of this Agenda Bill is to present the Water Use Efficiency Program of the Oak Harbor Water Utility.

FISCAL IMPACT DESCRIPTION

Funds Required: 0
Appropriation Source: _____

SUMMARY STATEMENT

Chapter 5 of the draft Water System Plan contains the Water Use Efficiency Program (WUEP) of the Oak Harbor Water Utility. The WUEP is required under WAC 246-290-810 for municipal water suppliers and is implemented by the Washington State Department of Health. The purpose of the WUEP is to preserve fresh water resources through improved efficiency of resource use. The Water Use Efficiency Program provides the additional benefit of cost savings through reducing the scale and frequency of some capital improvement projects.

The WUEP is comprehensive and includes planning requirements, distribution leakage standards, goal setting and performance reporting. Demand forecasting is an essential element of water system planning. It provides the basis for comparison for growth and usage and helps in scheduling water system improvements. Forecasting is used in goal setting and measuring the success of the WUEP. Demand forecasting is based on factors such as population, historic water use patterns, land use and zoning, water rate structure and its impact on consumption, employment and project WUE savings.

The Water Use Efficiency Rule requires that water distribution systems have a leakage rate less than 10 percent of finished water production based on a 3-year rolling average. Distribution leakage equals the difference between the volume purchased from Anacortes and produced from the wells and the volume measured at the customers' meters plus any other credibly estimated usage. The most recent 3-year rolling average is 4.8%. The Water Utility submits annual water use efficiency reports to the Washington State Department of Health.

The City is required to adopt water use efficiency goals every six years in accordance with WAC 246-290-830(4) and to discuss these goals "in a public forum that provides opportunity for consumers and the public to participate and comment on the water use efficiency goals." The City's proposed water use efficiency goals are contained in Chapter 5 of the Draft Water System Plan and are as follows:

Maintain Distribution System Leakage (DSL) below 10 percent. The City plans to maintain its achievement of this goal through: water meter accuracy testing, leak detection and repair, preventative maintenance replacement of old or leaking water mains, and continued installation of new automated meter reading (AMR) equipment.

Maintain single-family residential use at or below 64 gallons per capita per day (GPCD). The City plans to do this through consumer education and awareness, leak detections and repair, appropriate summer watering through customer education and voluntary participation, and encouraging low impact development measures. The city’s most effective efficiency incentive is the “increasing block” water rate structure which charges more per unit for higher water consumption. The rate structure encourages greater awareness of water use and provides a disincentive for waste or excessive use. The current water rate schedule is shown in the table below. The unit of measure used in the Additional Consumption Charges portion of the schedule is 100 cubic feet and is abbreviated as CCF.

Year	2012	2013	2014	2015	2016
Monthly Base Rate					
<i>Residential, Residential/Commercial, School, and Irrigation</i>					
5/8" or 3/4"	\$23.50	\$24.25	\$25.00	\$25.50	\$26.25
1"	\$32.30	\$36.40	\$40.65	\$44.65	\$47.80
1 1/2"	\$64.65	\$72.75	\$81.25	\$89.20	\$95.65
2"	\$103.40	\$116.40	\$130.00	\$142.80	\$153.00
3"	\$193.90	\$218.25	\$243.75	\$267.75	\$2,868.90
4"	\$323.15	\$363.75	\$406.25	\$446.25	\$478.15
6"	\$387.75	\$400.15	\$412.50	\$420.75	\$433.15
8"	\$620.40	\$640.20	\$660.00	\$673.20	\$693.00
<i>Multi-family, Multi-Commercial</i>					
Per Base unit rate	\$19.95	\$20.60	\$21.25	\$21.70	\$22.30
Additional Consumption Charges					
<i>Single-family and Multi-family (per unit)</i>					
0 - 3 CCF	\$1.75	\$2.10	\$2.35	\$2.60	\$2.85
4 - 6 CCF	\$2.55	\$2.80	\$3.15	\$3.75	\$4.30
> 7 CCF	\$4.80	\$5.45	\$5.95	\$6.35	\$6.75
<i>Commercial (per unit), Schools, and Churches (2)</i>					
0 - 10 CCF	\$4.20	\$4.25	\$3.75	\$3.45	\$3.50
11 - 20 CCF	\$3.80	\$4.00	\$3.75	\$3.70	\$3.75
> 21 CCF	\$2.60	\$3.15	\$3.75	\$3.95	\$4.10
<i>Irrigation</i>					
0 - 10 CCF	\$4.50	\$4.50	\$4.20	\$4.20	\$4.45
> 11 CCF	\$3.00	\$3.60	\$4.20	\$5.00	\$5.50

RECOMMENDED ACTION

1. Conduct a public hearing on the Water Use Efficiency Program.
2. Motion to approve the following goals for the Water Use Efficiency Program:
 - a. Maintain Distribution System Leakage (DSL) below 10 percent
 - b. Maintain single-family residential use at or below 64 gallons per capita per day (GPCD)

ATTACHMENTS

None

City of Oak Harbor
City Council Agenda Bill

Bill No. 7.d

Date: August 6, 2014

Subject: Ordinance No. 1693

Park Code 6.12.080 Amendment

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to propose amending the Oak Harbor Municipal Park Code 6.12.080 to include Fort Nugent Park as one of three City parks that allows the sale of alcohol with a Special Event Permit and under certain conditions.

SUMMARY STATEMENT

In 2013, the City Council modified the Park Code to allow licensed vendors and concessionaires in Community Parks, as well as allowing the sale of alcohol in designated areas at approved special events held at Windjammer and Catalina Parks.

As initiated by Councilmember Servatius on July 1, 2014, this proposed amendment to OHMC 6.12.080 would add Fort Nugent Park as a third City park that may allow the sale of alcohol with a Special Event Permit, under the following conditions:

- 1) The sale of beer, wine and/or liquor may be allowed only in Catalina, Windjammer and/or **Fort Nugent** parks for certain specific events upon application to and approval by the City. Applications for concession agreements, or special event permits under this chapter shall be decided by the City Council.
- 2) The sale of beer, wine and/or liquor shall be subject to the conditions of the concession agreement and/or special event permit.

The City Council or other City administrator/designee shall have the right to impose other and additional conditions related to the sale or consumption of beer, wine and/or liquor in the approval of a special event permit, or concession agreement as it/he deems necessary to protect the health, safety and welfare of the public.

RECOMMENDED ACTION

1. Conduct a public hearing on the proposed amendment.
2. Following due deliberation, adopt or take no action as appropriate on Ordinance No. 1693 amending Chapter 6.12.080 OHMC.

ATTACHMENT

Draft Ordinance No. 1693

ORDINANCE NO. 1693

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE SECTION 6.12.080 TO ALLOW THE SALE OF BEER, WINE, AND/OR LIQUOR IN CONJUNCTION WITH A CONCESSION AGREEMENT AND/OR SPECIAL EVENT PERMIT AT FORT NUGENT PARK

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

Section One. Section 6.12.080 of the Oak Harbor Municipal Code last amended by Ordinance 1669 § 4, 2013, is hereby amended to read as follows:

6.12.080 Sale of beer, wine and/or liquor in city parks.

Except as allowed by this section, there shall be no sale, use or consumption of beer, wine and/or liquor in any city park. The sale, use and consumption of beer, wine and/or liquor may be allowed in certain city parks under a concession agreement or special event permit subject to the following conditions:

- (1) The sale of beer, wine and/or liquor may be allowed only in Catalina, Fort Nugent and/or Windjammer parks for certain specific events upon application to and approval by the city. Applications for concession agreements, or special event permits under this chapter shall be decided by the city council.
- (2) The sale of beer, wine and/or liquor shall be subject to the conditions of the concession agreement and/or special event permit.

The city council or city administrator/designee shall have the right to impose other and additional conditions related to the sale or consumption of beer, wine and/or liquor in the approval of a special event permit, or concession agreement as it/he deems necessary to protect the health, safety and welfare of the public.

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

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

PASSED by the City Council this _____ day of _____ 2014.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

Adopted:

Published:

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

Bill No. 9.a
Date: August 6, 2014
Subject: Whidbey Island Marathon Race
Director Contract


FROM: Larry Cort, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

Authorize the Mayor to sign a professional services agreement with Oak Harbor Elks Lodge No. 2362 to perform services necessary to direct the 2015 and 2016 Whidbey Island Marathon.

SUMMARY STATEMENT

Since the City's purchase of the Whidbey Island Marathon, the City has contracted the position of Race Director. On June 3, 2014, the City issued a Request for Qualifications to individuals, groups and companies interested in directing future Marathon events. Responses were due by June 30, 2014 and the City received five submittals. All five responders were contacted and interviewed by the Mayor, either by phone or in person, and he has selected Oak Harbor Elks Lodge No. 2362 to provide the Race Director services.

The attached Professional Services Agreement is substantially similar to the Agreement used with the prior contractor. The Council should note the following modifications:

1. The contract term is proposed to be extended to two years, with an option for the contractor to request a one-year extension each year in the period immediately following the Marathon. If this option is exercised and the City Council approves the extension, the contract term would be consistent at two years.
2. The contract compensation amount has been increased to \$30,000 from \$28,006 in recognition of eliminating the participation incentive (see below).
3. For the last two years, the City has offered an incentive based on participation levels from one year to the next. That incentive is no longer being offered. Proposed in this contract is an incentive based on 20% of the sponsorship revenue generated by the contractor and 10% of the market value of product donations to the event. These incentives are comparable to those made available to other Race Directors.
4. In previous contracts, the City reimbursed the Race Director for travel expenses related to up to three events where good marketing opportunities existed. In 2013, this off-island marketing amounted to \$5,477 in expense reimbursement (which included booth fees). To give flexibility

to the contractor, the ‘up to three events’ language has been changed to reimbursement ‘up to \$5,000 per race year.’”

The Scope of Work is described in Appendix A to the attached professional services agreement and includes tasks related to general coordination of the event, sponsorship recruitment, coordination of promotion and marketing, organizing and running the expo, management of the race course and event day activities and coordinating the 5K fun run.

The Council is requested to authorize the Mayor to sign the attached Professional Services Agreement.

FISCAL IMPACT DESCRIPTION

Funds Required: \$30,000 per year plus incentives based on attracting sponsorships and donations

Appropriation Source: General Fund #001, sub-fund #006 Professional Services

RECOMMENDED ACTION

Motion to authorize the Mayor to sign a Professional Services Agreement with Oak Harbor Elks Lodge No. 2362 to serve as Race Director for the 2015 and 2016 Whidbey Island Marathon.

ATTACHMENTS

Proposed Professional Services Agreement with attached Scope of Work
Elks Submittal in Response to Request for Qualifications

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this ____ day of August, 2014, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and OAK HARBOR ELKS LODGE #2362, 155 NE Ernst Street, Oak Harbor, WA 98277, referred to as the "SERVICE PROVIDER".

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

WHEREAS, sufficient CITY resources are not available to provide such services; and

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

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

1. Scope of Services.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER Scope of Work responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein as **2015 and 2016 Whidbey Island Marathon Race Director Scope of Work**.

2. Term.

The Project shall begin on August 7, 2014 and shall be completed no later than May 14, 2016, unless sooner terminated according to the provisions herein. No later than April 30 of each year beginning in 2015, the SERVICE PROVIDER may request and the CITY may approve a one-year extension to this Agreement.

3. Compensation and Method of Payment.

- 3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.
- 3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.
- 3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement beginning August 7, 2014 through and including May 14, 2016. The

total amount paid under this Agreement will not exceed \$30,000.00 per race year except as provided for in Section 3.4. Payment under this Agreement for serving as Race Director for the 2015 Whidbey Island Marathon race year will be as follows: CITY will pay SERVICE PROVIDER one payment of \$9,000.00 on or before August 29, 2014; and (2) CITY will pay SERVICE PROVIDER \$3,000.00 monthly on or before the last day of each month beginning in September, 2014 and ending in March, 2015. Payment under this Agreement for serving as Race Director for the 2016 Whidbey Island Marathon race year will be as follows: CITY will pay SERVICE PROVIDER \$3,000.00 monthly on or before the last day of each month beginning in June, 2015 and ending in March, 2016.

- 3.4 As an incentive for the SERVICE PROVIDER to work towards increasing sponsorship participation in the Whidbey Island Marathon, the CITY shall pay an incentive bonus of 20% of the total revenue generated each year through cash sponsorships. Further, the City shall pay an incentive bonus of 10% of the market value of product donations to the Whidbey Island Marathon. CITY shall pay any incentive bonuses earned concurrent with the March payment dates noted in Section 3.3.
- 3.5 The scope of services as shown on, as shown on Exhibit "A" attached hereto, may require the SERVICE PROVIDER to travel to and attend expositions or other events for marketing or early registration purposes, such travel and attendance subject to review by the CITY. The CITY agrees to reimburse the SERVICE PROVIDER for the reasonable costs of lodging, travel expenses and event cost for such events up to a maximum of \$5,000.00 per race year upon presentation of receipts and other supporting documentation.

4. Reports and Inspections.

- 4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.
- 4.2 The SERVICE PROVIDER shall at any time upon reasonable notice during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

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

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

6. Service Provider Employees/agents.

The CITY may at its sole discretion request that the SERVICE PROVIDER remove an employee(s), agent(s) or servant(s) from employment on this Project. The CITY will provide justification for the request and SERVICE PROVIDER may not unreasonably deny the request. The SERVICE PROVIDER may, however, employ that (those) individual(s) on other non-CITY related projects.

7. Hold Harmless/Indemnification.

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

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

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

8. Insurance.

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

- 8.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:
 - a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - b. Commercial General Liability insurance: N/A
 - c. Workers' Compensation coverage: N/A
 - d. Professional Liability Insurance: N/A
- 8.2 Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:
 - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Hundred Thousand Dollars (\$100,000) per occurrence and Three Hundred Thousand Dollars (\$300,000) general aggregate per accident.
 - b. Commercial General Liability insurance: N/A
 - c. Professional Liability insurance: N/A
- 8.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile 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.
 - b. The SERVICE PROVIDER'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.
- 8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

8.5 Verification of Coverage. 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 before commencement of the work.

9. Treatment of Assets.

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

10. Compliance with Laws.

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

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

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

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

SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- 11.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.
- 11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

- 12.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.
- 12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Changes.

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

14. Maintenance and Inspection of Records.

- 14.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid

pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

15. Other Provisions.

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

16. Termination.

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

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

17. Notice.

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

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of

this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

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

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

20. Severability.

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

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

21. Entire Agreement.

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

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

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

SERVICE PROVIDER:
ELKS LODGE NO. 2362
155 NE Ernst Street
Oak Harbor, WA 98277

Scott Dudley, Mayor

John Vega, Exalted Ruler

Attest:

Anna Thompson, City Clerk

EXHIBIT "A"

2015-16 WHIDBEY ISLAND MARATHON

Scope of Work for Race Director

1. General Organizational Coordination

Race Director shall provide general coordination between all Whidbey Island Marathon 2015-16 ("Marathon") related parties and individuals to assure proper communication, task completion and contract provision adherence for race event preparation and performance. Those known parties and individuals shall include the Race Contractor, City of Oak Harbor Departments (Administration, Mayor, Police, Fire and Public Works), Oak Harbor Chamber of Commerce, local media, expo exhibitors, race sponsors, race volunteers, the Oak Harbor School District, Whidbey SeaTac Shuttle, and Coupeville School District No. 204. The above listing is not to be considered exclusive. The Race Director will be responsible for organizing and chairing task meetings with the City, Race Contractor and Race Director.

- Maintain a running accounting of known revenue and expenditures and provide bi-monthly report to the City.

2. Sponsorship.

Race Director shall make all reasonable efforts to secure relevant cash sponsors for the 2015-16 Whidbey Island Marathon event. The minimum direct cash sponsorship goal for each year is \$10,000. Race Director agrees to work closely with the City of Oak Harbor to recommend, coordinate and complete the necessary steps to ensure that the sponsor focused efforts are strategically done and not duplicated. Race Director will leverage the working relationship it has with past sponsors to invite them to become sponsors of the 2015-16 Whidbey Island Marathon event.

3. Coordination of Promotion and Marketing Tasks

Race Director shall develop an overall marketing and promotion plan to ensure continued race participation levels for the Whidbey Island Marathon. This task shall include the development of a marketing, promotion and distribution plan. This plan can include the preparation of print ads, posters, rack cards, electronic media, awards, maps, banners, stuffers, campaigns, brochures and entry forms. Race Director shall consult with the City regarding public announcements, news releases and Internet advertising. Race Director will coordinate the adequate distribution of marketing and promotion materials to a pre-approved list of distribution points including other races. Race Director will assist with the execution of any and all promotional programs as agreed upon with the City. Those specific tasks for coordination of promotion and marketing tasks are as follows:

- Provide any marketing-focused coordination required with the City of Oak Harbor and any other race partners or sponsors to ensure that a clean and consistent marketing message gets communicated to the targeted demographic of the 2015-16 Whidbey Island Marathons.
- Review and coordinate the distribution of the 2015-16 Whidbey Island Marathon event promotion materials to health focused businesses and points of registrant contact located in Washington to ensure that these items are well distributed.
- Review and coordinate the distribution of the 2015-16 Whidbey Island Marathon promotion materials to regional health and fitness locations on the west coast from California north through Canada.
- Secure the distribution of Whidbey Island Marathon promotion materials to established half and full marathon events throughout the United States in the months leading up to the marathon through running organization memberships.
- Race Director will mount an email marketing campaign and work closely with the City of Oak Harbor to make sure that the content within the emails positively communicates the interests of Oak Harbor as well as the 2015-16 Whidbey Island Marathon event.
- If requested, Race Director will secure and work closely with any outsourced marketing or graphics design agency to ensure that any and all relevant marathon related information is included within the marketing materials created.
- Assist with the development of display materials for the Whidbey Island Marathon booth for the Seattle Marathon Expo and other marathon expos as requested by and subject to approval by the City.
- Race Director shall work with the City website administrator to assure consistency and accuracy of marketing and promotion themes.

4. Expo Coordination

Race Director shall coordinate with Race Contractor and the Oak Harbor School District, to organize and conduct the Marathon Expo. Such tasks shall include securing the expo site, assistance with set up and vendor booth layout coordination, the rental of all necessary equipment, coordination between expo vendors, coordinating expo volunteers and coordinating the preparation and disbursement of “goody bags”. Race Director shall work with Race Contractor to ensure a well-organized packet pickup for the participants and volunteers. Those specific tasks for Expo coordination are as follows:

- Review the selected expo site and create a strategic expo layout that best suits the goals and size of the 2015-16 Whidbey Island Marathon event.
- Recruit and secure an adequate volume of Expo exhibitors to support the goals and size of the 2015-16 Whidbey Island Marathon event.
- Provide all the exhibitor contract documents needed for the securing of the exhibitors.
- The coordination and continual contact with any equipment rental companies required for creating a professionally designed Expo. Such equipment includes the rental of pipe & drapes, tables, chairs, podiums, stages, etc.

- The management of the participant goodie bag giveaways, including the contacting and securing of the bags, items to go in the bags and volunteers to stuff them.
- Coordination of transportation of goodie bags to the event expo site.
- The responsibility for the physical set up of the event expo site.
- Coordinate with the City and volunteers as needed to perform late registration, t-shirt and bib distribution and disseminate aid as needed for providing troubleshooting and general race information.
- Coordinate and procure all volunteers for registration/health and fitness expo.
- Responsible for volunteer needs, concerns and/or general well being to assure all volunteers receive required and adequate care, recognition, t-shirts and other amenities during their time with the Expo event.
- Ensure all volunteers complete and submit City volunteer agreement forms.
- Maintain a volunteer database and keep everyone informed of changes or updates.
- The management of all the on-site activities during the hours of operation for the Expo. This includes the management of any onsite volunteers, the coordination with any onsite exhibitors or sponsors, the coordination with the facility where the Expo takes place and all the registration and packet pickup activities.
- The creation and management of the Expo schedule, including any onsite guest speakers, or special exhibitor giveaways.
- The creation and management of the day-of-race program script ensuring that all the pertinent race related information gets communicated to the Expo attendees and race participants.
- The management of the interaction with the event timing company to ensure that the race registration and packet pickup operates smoothly.
- The management of the clean-up of the Expo site ensuring that the Expo site is returned to its original condition.

5. Race Course Coordination

Race Director shall provide coordination with the Race Contractor and City to assure all race course tasks are in place and covered as well as conducting direct and specific race course tasks. Those specific tasks for race course coordination are as follows:

- Recruit and coordinate all necessary volunteer assistance and training of water/aid stations.
- Recruit and coordinate all necessary volunteer assistance and training of course monitors and certified flaggers.
- Recruit and coordinate necessary law enforcement assistance.
- Recruit and coordinate all necessary volunteers for the race start(s) which includes set up and tear down.
- Coordinate overall water/aide station supplies and distribution materials (emergency kits, banners, gloves, anti-friction cream, etc.) that are not part of the Race Contractor duties.

- Recruit and coordinate ham radio operators and motorcycle volunteers for the race course.
- Coordinate and organize the gear check at the race starts and finish.
- Coordinate the procurement and placement of porta-potties throughout the race course, starts and finishes of Whidbey Island Marathon event.
- Delegate appropriately race day activities to insure a smoothly run event effective communication between between all parties.
- Assist the City with the coordination of providing sound systems as needed, decorative amenities, refreshments as prescribed, and banners at the starts and finishes.

6. Start/Finish Event Coordination

Race Director shall provide coordination with the Race Contractor and City to assure all Start/Finish Event tasks are in place and covered as well as conducting direct and specific Start/Finish Event tasks. Those specific tasks for Start/Finish Event coordination are as follows:

- Assist the City with the coordination of safe and efficient passenger shuttle service for marathon and half marathon race participants.
- Coordinate and organize the scheduling of shuttle service to bring runners to the start of both races and to return runners from the finish area to designated areas throughout the City of Oak Harbor.
- Coordinate and organize volunteers for the gear check, late t-shirt distribution and any remaining general information and assistance to race participants.
- Coordinate and organize the procurement of race start amenities such as marathon start heaters, refreshments and decorations.
- Procure, organize and coordinate food and refreshment distribution.
- Procure, organize and coordinate awards ceremony, entertainment, food and activity tents, vendor set-up, sponsor promotions, all volunteer tasks to staff the start and finish events and an adequate number of porta-potties strategically placed and adequately stocked with associated supplies.
- Coordinate with Race Contractor first aid station, race results, race finish line set-up, banners, awards stage set-up, and sound system.
- Coordinate with City regarding parking, security, trash pick-up, recycling, shuttle information, medal distribution, event photographer, banners, balloons, and award ceremony.

7. 5K Fun Run Coordination

Race Director shall provide coordination with the Race Contractor and City to assure the 5K Fun Run is produced and conducted as a community wellness and overall fitness event. Those specific tasks for the 5K Fun Run coordination are as follows:

- Coordinate the recruitment and training for any volunteers required to assist such as course monitors, finish line assistants, registration assistants, t-shirt assistants, water/aid station volunteers and set-up volunteers.

- Coordinate with the City for trash collection, water/aid station set-up, registration/t-shirt/bib distribution station set-up and vendor/sponsor banner set-up
- Coordinate with Race Contractor for all amenities related to race course lay-out, start/finish line set-up, race bib distribution, finish results, sound system set-up.

8. Post-Marathon Coordination

Race Director will schedule and conduct a post-Marathon meeting to evaluate the results and organize the responses for use in future Marathons.

John Vega, Exalted Ruler
Elks Lodge #2362
155 NE Ernst Street
Oak Harbor, WA 98277

June 17, 2014

Larry Cort
City Administrator
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

Dear Mr. Larry Cort,

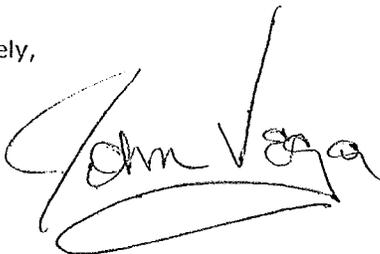
The City of Oak Harbor has been very successful in hosting the Whidbey Island Marathon for the past five years. This race brings people to our beautiful island from all over. As a Boston Qualifier, USATF Certified, and an Elite Sanctioned race it makes the Whidbey Island Marathon a professional and well sought after event. The Whidbey Island marathon is also popular within the community of Oak Harbor for runners and business merchants alike. This race kicks off the running season for most runners and stimulates the commerce in our local economy.

Being a community service centered, non-profit organization, the Elks Lodge #2362 is submitting our application for the Race Director position for the 2015 Whidbey Island Marathon. We have many ideas that will increase the value of the race for the City of Oak Harbor.

The Oak Harbor Elks Lodge proudly organizes numerous events within the community. This provides us with the experience to successfully oversee the Whidbey Island Marathon event. We have included resumes from several of our key leadership personnel along with references, a statement of qualifications and a description of a successful coordinated event. We would appreciate an opportunity to discuss this with you and to provide further information on our candidacy. Melissa Riker will be the point of contact representing the Elks Lodge. She can be reached at 360-929-2489 or by email at m.riker@hotmail.com.

Thank you for your time and consideration. We look forward to speaking with you about this exciting opportunity.

Sincerely,

A handwritten signature in black ink that reads "John Vega". The signature is written in a cursive style with a large, sweeping initial "J" and a long, horizontal flourish at the bottom.

John Vega, Exalted Ruler

The Oak Harbor Elks Lodge has many opportunities to demonstrate successful organization throughout the year. One of these opportunities would be the honor to host the annual Community Harvest. The Oak Harbor Elks Lodge is proud to acknowledge the majority of the board members for the Community Harvest are also Elk members. These board members are responsible for coordinating over 300 volunteers, raising funds to purchase food and prepare it for over 5,000 people on Thanksgiving Day.

Planning for the next year starts as soon as the event ends. The board members strategize the businesses that they will approach to ask for donations. In 2013, they procured \$5,000 . This money is used to purchase food and items needed for the next year's dinner. The food that is provided at the Community Harvest is a Thanksgiving dinner prepared by volunteers complete with turkey prepared three different ways, hams, stuffing, vegetables, rolls and desserts. The cooking starts early Thanksgiving morning and continues until the last person is fed.

Community Harvest has become an Oak Harbor tradition and continues to grow every year. The success of this comes from the hundreds of volunteers, the generous donations from business owners and community members that join the Lodge for Thanksgiving dinner.

Another example of a successful execution of planning an event is the first annual New Year's Day Resolution 5k Run and Polar Bear Plunge directed by Melissa Riker. She worked closely with Hank Nydam and Rich Tyhuis from the City of Oak Harbor Parks Division, Captain Tim Sterkel with the Oak Harbor Police Department, and Kathy Reed and Abbie Martin from the Oak Harbor Chamber of Commerce to ensure a safe and successful race.

Melissa mapped out a 5k course that would follow city codes and reduce the impact on the Police department and Parks department. She planned the race so it would require the least amount of City funded personnel as possible as to not cost the city money to have to pay for extra support from these departments. Melissa was also able to increase the safety of the participants of the Polar Bear Plunge into the lagoon at Windjammer Park with the help of the Oak Harbor Fire Department volunteering to join us for the event.

The New Year's Day 5k is a fundraising race for the Help House, our local food bank. The cost of the race is strictly by donation in the form of either cash or canned food item. With the help from all that participated we were able to raise \$300 in cash along with 600 items for the food bank. There were no injuries to report and everyone that attended had a great time. Many were grateful for an event like this to be local and confessed that this would now become a welcoming tradition for their family to start off the new year in a happy and healthy way.

1160 SE Hathaway Street
360-929-2489
m.riker@hotmail.com

Melissa Riker

Objective

Together with Oak Harbor Elks Lodge #2362, we will oversee the planning and execution of race logistics and details. We will organize and lead volunteers, while successfully handling multiple tasks at the same time. We are proficient with computers, and available to respond to racer and volunteer need in a timely manner. Our organization is very comfortable meeting with and reporting to the City of Oak Harbor, checking in with weekly reports of progress. The Elks Lodge is confident in being able to promote the race at local races, using media resources, and marketing strategies to make the 2015 Whidbey Island Marathon a success.

Experience

- | | | |
|--|----------------------------------|----------------|
| May 2014-Present | Whidbey Residential Rentals, Inc | Oak Harbor, WA |
| Office Manager | | |
| <ul style="list-style-type: none">• Create Policy and Procedure manual for office• Coordinate prospective tenant showings and process screening applications• Coordinate maintenance for rentals• Bookkeeping, Accounts Payables and Receivables. | | |
| April 2014-Present | Oak Harbor Hearing Aid Service | Oak Harbor, WA |
| Office Manager | | |
| <ul style="list-style-type: none">• Update and maintain patient files• Cultivate new patients• Assist Hearing Aid Specialist with coordinating service for patients.• Work with Department of Labor and Insurance companies for payments and claims | | |

Education

- | | | |
|---|-----------------------|----------------|
| 2012-2014 | Skagit Valley College | Oak Harbor, WA |
| <ul style="list-style-type: none">• A.A, Associates in Arts | | |

Community Involvement

- | | |
|--------------|--|
| 2014-Present | Elks Lodge #2362 Member |
| 2014-Present | Parks Board Member |
| 2014-Present | Race Coordinator for New Year's Day Resolution 5k Run and Polar Bear Plunge |
| 2014-Present | Coach and Manager for Fall and Spring Little League Baseball |
| 2013-Present | Community Christmas, Organize, recruit volunteers and food donations |
| 2011-Present | Team Captain for Ragnar Relay Race Series, organize team of 12 runners |
| 2011 | Co-Chair for annual Coupeville Boys and Girls Club fundraiser. Gather auction items, procure wine for "Wall of Wine" auction idea, coordinate decorations for event venue. |

EDUCATION / TRAINING

Diploma, Brentwood High School, Brentwood, N.Y., 1984

TRAINING

- F/A-18 sAME / fAME familiarization training 2009
- Comcast COMTECH I Basic cable training 2005
- Information Systems Security Training 2001
- Navy Recruiter Orientation 1996
- Avionics class "A" school 1985
- Basic Electronics and Electricity 1985

TECHNICAL SKILLS

- Security Plus certified
- Information System Security Manager
- Collateral Duty Inspector

PROFESSIONAL EXPERIENCE

Tapestry Solutions

November 2009 - Present

F/A-18 Field Support Engineer

- Field engineer supporting the implementation and continued support of the sAME and fAME products to the U.S. Navy
- Serve as both Site Lead and Field Support Engineer for entire North West Region (NAS Whidbey Island, NS Everett and NS Bremerton WA.). "Single Point of Success".

M1 Support Services

October 2008 – July 2009

Contract Field Team, Aircraft Mechanic

- Removed, modified, upgraded, and installed communications, navigation, radar, defensive countermeasure and flight control systems in the U.S. Navy EA-6B jet aircraft.
- Fabricated cables, wiring harnesses and electrical connectors as needed to facilitate the EA-6B modifications.
- Assisted with required modification validation/verification procedures.
- Assisted Navy squadron personnel with physical system layout, routing and location of installed systems.

L3 Communications

August 2006 – September 2008

Contract Field Team, Aircraft Mechanic

- Removed, modified, upgraded, and installed communications, navigation, radar, defensive countermeasure and flight control systems in the U.S. Navy EA-6B jet aircraft.
- Fabricated cables, wiring harnesses and electrical connectors as needed to facilitate the EA-6B modifications.
- Assisted with required modification validation/verification procedures.

- Made available to Navy squadron personnel for training of the physical system layout, routing and location of installed systems as required.

Comcast Cable**November 2005 – August 2006***COMTECH*

- Responsible for proper installation, upkeep, troubleshooting and repair of residential cable television, internet and phone services, and all associated hardware and media.

Electronic Attack Weapons School, U.S. Navy**May 2001 - August 2005***Information Systems Security Manager*

- Maintained, troubleshot, repaired and upgraded all department legacy information systems hardware, software and associated peripherals, for both the unclassified and classified networks.
- Responsible for the training of all department personnel on proper Information Awareness, and that all applicable rules and regulations were adhered to.
- Functioned as a Subject Matter Expert for the initial implementation of the Navy Marine Corp. Internet (NMCI) at Naval Air Station Whidbey Island.
- Utilized, created and/or maintained reports for the tracking of assets, software licenses, projected replacement dates, upgrades etc. for proper accountability.

VAQ-137, U.S. Navy**1999-2001***Avionics Shop Supervisor*

- Supervised 21 technicians in scheduled and unscheduled maintenance of the communications, navigation, radar, electronic countermeasures and tactical jamming systems of 5 U.S. Navy EA-6B attack jet aircraft.
- Qualified Communications Security (COMSEC) primary user, responsible for the proper use, handling and safeguarding of classified communications equipment.

Navy Recruiting District Seattle, U.S. Navy**1996-1999***Recruiter*

- Responsible for assisting in locating and enlisting of highly qualified and motivated personnel for service in the United States Navy.
- Generating a positive Navy awareness in the local community.

Various Navy Squadrons, U.S. Navy**1985-1996***Avionics Technician*

- Responsible for the scheduled and unscheduled maintenance, upkeep and inspection of the communications, navigation, radar, electronic countermeasures and tactical jamming systems of 5 U.S. Navy EA-6B attack jet aircraft.

Community Involvement

- **Officer in the local Elks Lodge # 2362** – member since 2005, officer since 2006
 - Presently the Exalter Ruler, responsible for the overall running of the Elks lodge, including but not limited to the following;
 - Active recruitment of local community members to become Elks.
 - Active recruitment of members as volunteers for various lodge and charitable events.
 - Generate positive awareness in the local community of Elks, and what Elks do.
 - Assist with the organizing and execution of events held at the lodge, both Elks and private functions.

H. Arthur Sem

941 Monroe Landing Road

Oak Harbor, Wa.98277

Community Service Activities

President, Oak Harbor Kiwanis, 1974

Exalted Ruler, Oak Harbor Elks, 1984-85, 1996 -97

Hoop Shoot Chm., and volunteer worker many times

Soccer Shoot Chm., 2010 to present

First Responder Dinners Chm., 2010 to present

Lodge Chm. for the Washington State Elks Therapy Program

Volunteer on Lodge Christmas baskets since 2000

Assisted on many other Lodge projects

Jack Stiltz

1131 SE Ely, Oak Harbor, WA 98277

360-679-3816

bayprint@comcast.net

Summary

As a longtime resident of Oak Harbor, I take pride in helping my community and coordinating such events. I have many years of coordinating the Community Harvest Dinner at Thanksgiving and the Oak Harbor Pig Festival and Block Party in August. These events have become very successful and continue to grow. With this growth, the requirement of more volunteers and more donations increases. By utilizing my community affiliations, these events have continued to be successful.

Accomplishments

Community Harvest, Co-Founder

2000

- Organize community Thanksgiving Dinner
- Prepare complete Thanksgiving meal for 5,000 people
- Fundraise to cover the cost of food. Ask local business for monetary support.
- Coordinate volunteers to cook, serve, and deliver meals to those in our community that are unable to travel or are working in a service position

Oak Harbor Pig Festival and Block Party, Coordinator/Cook

2007

The annual Oak Harbor Block Party & Pig Roast was developed to help fundraise money for our local food bank. It also helps support other organizations such as WISH(Whidbey Island Share a Home) Foundation, Youth Dynamics, and Medical Safety Net of N.W.

- Prepare and cook pigs for the community Block Party
 - Purchase food through FSA
 - Coordinate volunteers and donations for Block Party
-

Memberships & Affiliations

- Oak Harbor Elks Lodge Member 1980-Present
- VFW Lifetime Member 1980
- American Legion Member 2004



Oak Harbor Chamber of Commerce

32630 State Route 20 • Oak Harbor, WA 98277

360/675-3755 • Fax: 360/679-1624

info@oakharborchamber.com • www.oakharborchamber.com

June 12, 2014

To those concerned:

It would be my pleasure to recommend Melissa Riker for the Whidbey Island Marathon Race Director position.

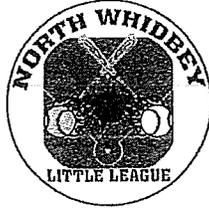
I was able to work with Melissa for Flyers' Resolution Run 5K held this year on New Year's Day in conjunction with the chamber. Melissa is organized, understands what is needed to get the job done and has the determination to see it through. She is enthusiastic and creative and is a pleasure to work with.

In addition, Melissa has a passion and commitment to her community, which is demonstrated by her membership in the Elks, with whom she would work on this undertaking. The good works the Elks, in turn, could do with proceeds from the marathon would further that group's work with veterans, scholarship funds, drug awareness programs and physical and occupational therapy for children. It's a win-win.

Again, please give serious consideration to Melissa. She would work hard to ensure a successful, enjoyable event for all concerned.

Sincerely,

Kathy Reed
Executive Director



June 11, 2014

To Whom It May Concern:

I have the pleasure of knowing Melissa Riker as a North Whidbey Little League team manager and outstanding volunteer.

Throughout the past year Melissa has proven to be a valuable addition to North Whidbey Little League. Managing a fall ball and regular spring season team is a great commitment to the young players, their families, and the league. The team manager organizes every detail regarding team practices, games, and fun activities. Also, the manager is responsible for their teams league issued equipment and uniforms. Melissa is an exceptional manager who takes pride in her team and is a great representation of the North Whidbey Little League organization. I will continue to welcome and recommend her as a team manager!

In addition to managing a team, Melissa initiated and executed an equipment swap before our spring season this year. Melissa recognized a need for children to have access and pass down equipment and volunteered to organize a swap. This event was a great success because of the planning and leadership of Melissa.

On a personal level, I have found Melissa to be passionate about improving our community. She is willing to step up, take on challenges, and work hard. Her outgoing and warm personality allows for great interaction with adults and children.

I have no reservations in strongly recommending Melissa Riker for the position of Whidbey Island Marathon Race Director. Please do not hesitate to contact me for any further information regarding Melissa.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Wasinger", written over a horizontal line.

Erica Wasinger
President
North Whidbey Little League
360-672-2179
president@northwhidbeylittleleague.org

Hank Nydam

To Whom it may concern:

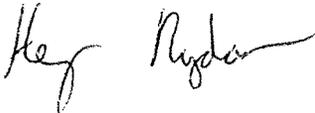
I am writing to recommend Melissa Riker for the position applied for. Melissa joined the Oak Harbor Parks Board in January 2014 and has been an active participant on the board. Her enthusiasm for the promotion of physical activity and recreational opportunities in Oak Harbor are fully apparent in her interaction with fellow Park Board members and the public.

Melissa has also been involved with other events within the community most recently organizing the Polar bear plunge and 5k run on New year's day.

Melissa has good communication skills and knows how to reach out to the community when promoting events.

Please consider melissa Riker for the position of marathon director.

Sincerely,



Hank Nydam
Oak Harbor Parks Manager

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

Bill No. 9.b
Date: August 6, 2014
Subject: Professional Services Agreement-
Timber Harvest Proposal

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

This agenda bill seeks authorization to enter into a professional services agreement with Cronin Forestry to provide the City with consultant services regarding possibilities to harvest timber at Sleeper Road and the NE 16th Avenue/Goldie Road properties owned by the City.

FISCAL IMPACT DESCRIPTION

Funds Required: Not to exceed \$12,000.00

Appropriation Source: _____

SUMMARY STATEMENT

On April 23, 2014, during the City Council workshop, staff presented a plan to dispose of property no longer used by the City. The first step in this process is to decide how much, if any, of the timber to harvest before the sale.

Staff has contacted a certified forester to assist the City with this first process. He is recommending that we prepare and present to City Council three harvest scenarios with projected revenues. His consulting services would include recon of the properties, appraisal of total stumpage values for three parcels, permitting, field layout, preparation of sale contract, and some contract management services.

The scope of work has been included for your review is estimated to cost \$10,430.00. There may be a few extra hours needed should any issues arise, therefore, staff is asking for an amount not to exceed \$12,000.00.

Depending on what scenario is chosen by City Council, the estimated revenue to the City from the timber harvest is projected to be \$125,000.00-\$200,000.00, less consultant costs.

RECOMMENDED ACTION

A motion authorizing the Mayor to sign a Professional Services Agreement with Cronin Forestry to provide the City with consultant services regarding providing timber crews to harvest timber at Sleeper Road and the NE 16th Avenue/Goldie Road properties owned by the City, not to exceed \$12,000.00.

City of Oak Harbor City Council Agenda Bill

ATTACHMENTS

- Professional Services Agreement
- Scope of Work

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND CRONIN FORESTRY
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and Cronin Forestry, a Washington Sole Proprietor (“Consultant”).

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding providing timber crews of the Sleeper Rd property as well as the NE 16th Ave. and Goldie Rd. properties and solicit the sale of lumber as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on August 7, 2014 and shall terminate at midnight, June 30, 2015. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by 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 the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNITY. Indemnification/Hold Harmless Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$500,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$1,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$500,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will 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 been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set

forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$12,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include (1) a summary of previous invoices; (2) current invoice amount; (3) total current monthly billing; (4) amount authorized under this agreement; and (5) total authorized amount still remaining under the agreement. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

City of Oak Harbor
Anna Thompson, City Clerk
865 SE Barrington Drive
Oak Harbor, WA 98277

Notices to the Consultant shall be sent to the following address:

Cronin Forestry
371 Hidden Trails Road
Port Townsend, WA 98368

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed

inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2014.

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

CRONIN FORESTRY
371 Hidden Trails Rd.
Port Townsend, WA 98368

By _____
Scott Dudley, Mayor

By _____
Mike Cronin, CF

Approved as to form:

City Attorney

EXHIBIT A
SCOPE OF WORK

Cronin Forestry
 371 Hidden Trails Road
 Port Townsend, WA 98368
 360-385-5454
cronin@broadstripe.net

City of Oak Harbor Timber Harvest Proposal

05/14/14

Scope of Work

Recon the two potential timber sale units to determine property boundaries and logging access....	4 hours
Cruise all merchantable timber on three parcels	24
Appraise total stumpage values for three parcels	4
Contact Island County DCD to determine extent of harvest under class 4 permit	2
Prepare and present to City three harvest scenarios with projected revenue including: Sell all legally available timber (CC option) Sell partial cut of 50% of available timber Sell partial cut of 75% of available timber	16
Complete field layout for selected alternative	20
Class 4 general permit preparation for City and County	20
Prepare timber sale contract	8
Receive Timber Sale bids and answer questions at auction date	8
Attend pre-work conference with sale purchaser rep	8
Administer Timber Sale Contract	40
<hr/>	
Total estimated time:	154 hours
At \$50.00 hourly rate	\$ 7,700.00
Insurance	\$ 932.00
12.5 % for mileage and ferry tolls	\$ 963.00
Total	\$ 9,595.00
Tax	\$ 835.00
Grand Total	\$10,430.00



CRONFOR-01

JBULLOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis-Garvin - SC/ Assured Neace Lukens Insurance Agency Inc One Fernandina Court Columbia, SC 29212	CONTACT NAME: Kathy Idell PHONE (A/C, No, Ext): (800) 845-3163 3528 FAX (A/C, No): (803) 781-6712 E-MAIL ADDRESS: kidell@davisgarvin.com
	INSURER(S) AFFORDING COVERAGE
INSURED Cronin Forestry 371 Hidden Trails Road Port Townsend, WA 98368	INSURER A: HDI-Gerling America Insurance Co NAIC # 41343 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	GG19F000048-00	7/21/2014	7/21/2015	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Forestry - Consultin	X	GG19F000048-00	7/21/2014	7/21/2015	PFL 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

It is agreed and understood that the certificate holder is named as additional insured but only with respect to its liability arising out of the activities of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Oak Harbor Washington Attn: Steve Bebee 865 SE Barrington Drive Oak Harbor, WA 98277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**City of Oak Harbor
City Council Agenda Bill**

Bill No. 9.c
Date: August 6, 2014
Subject: Amendment No. 1 – Interlocal
Agreement Between Island
County and the City of Oak
Harbor for Roadway
Maintenance

**FROM: Cathy Rosen, Public Works Director
Joe Stowell, City Engineer**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

This agenda bill recommends City Council approval of Amendment No. 1 to the Interlocal Agreement Between Island County and the City of Oak Harbor for Roadway Maintenance (Agreement Number PW-1020-017)

FISCAL IMPACT DESCRIPTION

Funds Required: None at this time. Typical road maintenance expenses will occur over time.
Appropriation Source: Streets Fund 101

SUMMARY STATEMENT

Island County is seeking an amendment to the Interlocal Agreement Between Island County and the City of Oak Harbor for Roadway Maintenance which was signed March 2, 2010 and has a duration of 10 years from that date.

The amendment will add two sections of Island County right-of-way to the street maintenance responsibilities of the City of Oak Harbor. One section is an extension of Gun Club Road, on the west side of Oak Harbor Street that was recently constructed to serve the City's new North Reservoir. The second section is a short westerly extension of NW 5th Avenue to Olympic Drive. The extension of NW 5th Avenue is currently undeveloped, but will have road improvements constructed as part of the Island Place subdivision improvements.

Gun Club Road Extension

The recently constructed North Reservoir project is accessed via Island County's Gun Club Road. Prior to the reservoir project, a portion of Gun Club Road was undeveloped County right-of-way. The City extended road improvements in that section of right-of-way (westerly about 640') to provide access to the new reservoir. The entrance to this extension is restricted to public access by a gate, causing the newly extended road to function as a private access to the reservoir.

As part of the permit to open and construct the road improvements within County right-of-way, Island County set a condition that the City agree to maintain the improvements through an interlocal agreement between the two agencies.

NW 5th Avenue Extension

A State Environmental Policy Act (SEPA) condition of the preliminary plat approval for Island Place requires a roadway access through an undeveloped Island County right-of-way tract. The condition was established to meet a Fire Code requirement for a second emergency vehicle access and to provide vehicle and pedestrian connections within the community.

The tract is Tract A of the Patton’s Hillcrest Village subdivision and was originally created for future road purposes with the intention of providing an east/west connection when the abutting land to the east developed. The abutting land to the east is Island Place Phase 2, and the owner is currently working towards acquiring construction permits, which include a permit to extend NW 5th Avenue through Tract A to Olympic Drive.

As part of the permit to open and construct road improvements within County right-of-way, Island County set a condition that the City agree to maintain the NW 5th Avenue improvements within Tract A through an interlocal agreement between the two agencies.

PREVIOUS COUNCIL ACTIONS

Authorization for issuance of contract for construction of the North Reservoir (Project Eng 06-43) on May 7, 2013, and Island Place Preliminary plat approval December 20, 2005.

CITY COUNCIL WORKSHOPS

This amendment to the maintenance agreement has not been discussed at a City Council Workshop.

RECOMMENDED ACTION

Authorize the Mayor to sign Amendment No. 1 to the Interlocal Agreement Between Island County and the City of Oak Harbor for Roadway Maintenance, assigning road maintenance for the above described County rights-of-way to the City of Oak Harbor for a 10 year duration from March 2, 2010.

ATTACHMENTS

Amendment No. 1 to the Interlocal Agreement Between Island County & the City of Oak Harbor for Roadway Maintenance

Interlocal Agreement Between Island County & the City of Oak Harbor for Roadway Maintenance

ISLAND COUNTY PUBLIC WORKS DEPARTMENT

P.O. Box 5000
Coupeville, WA 98239-5000



ROADS DIVISION

Phone: 360/679-7331
From Camano: 360/629-4522
From S. Whidbey: 360/321-5111
FAX: 360/678-4550

William E. Oakes, P.E., Director/County Engineer Steve Marx, Asst. Director Connie Bowers P.E., Asst. County Engineer

July 2, 2014

Ms. Cathy Rosen/Public Works Director
City of Oak Harbor/Public Works Department
1400 NE 16th Avenue
Oak Harbor WA 98277

Re: Amendment No. 1 – Interlocal Agreement
 Island County & City of Oak Harbor
 Roadway Maintenance

Dear Ms. Rosen,

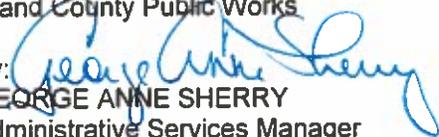
On 23 June 2014 the Board of Island County Commissioners, after a public hearing, approved Utility Permit Application PW13-0305 (opening unopened County right-of-way located in the Plat of Patton's Hillcrest Village). On 22 April 2013 the Board of Island County Commissioners, after a public hearing, approved Utility Permit Application PW13-0001 (opening unopened County right-of-way located at the west end of Gun Club Road). One of the stipulated conditions on both permits was that an interlocal agreement for maintenance of the right-of-way be entered into pursuant to Chapter 39.34RCW.

The attached Amendment No. 1, to be incorporated into the existing interlocal agreement between Island County and the City of Oak Harbor (signed in March 2010), identifies both rights-of-way and by the formal acceptance and signing of this amendment, will satisfy the conditions set forth on each permit. Item No. 8 of the original agreement states, in part, "and furthermore, ... this agreement may be amended in writing by mutual consent." (A copy of the agreement has also been included with this letter)

After review, please have the Mayor sign and return the *original* amendment to Island County Public Works. We will then schedule it for the Chair's signature. We will then issue utility permit PW13-0305. A fully executed copy of Amendment No. 1 will be provided for your records. If there are any questions on the amendment or process itself, please contact me at gannes@co.island.wa.us or 360.679.7330.

Sincerely,

WILLIAM E. OAKES, P.E.
Director/County Engineer
Island County Public Works

By: 
GEORGE ANNE SHERRY
Administrative Services Manager

/gs
Encl: Original Amendment No. 1
 Copy of Interlocal Road Maintenance Agreement

**AMENDMENT NO. 1
INTERLOCAL AGREEMENT BETWEEN
ISLAND COUNTY AND THE CITY OF OAK HARBOR
FOR ROADWAY MAINTENANCE**

Agreement Number PW-1020-017

This Amendment No. 1 amends the Interlocal Agreement March 8, 2010, entered into between Island County and the City of Oak Harbor for roadway maintenance. All provisions in the INTERLOCAL AGREEMENT remain in effect except as expressly modified by this amendment.

This Amendment is the first amendment to the original agreement.

The change to the INTERLOCAL AGREEMENT is described as follows:

WITNESSETH: the following section is amended as follows:

...

4) For no monetary consideration, the City of Oak Harbor agrees to maintain the following additional roadways or portions thereof both inside and outside City of Oak Harbor boundaries pursuant to this agreement:

...

d) Gun Club Road from North Whidbey Sportsmen's Association access westerly to the end of County Road.

e) Tract A, abutting Lots 87 and 88, being located within the Plat of Patton's Hillcrest Village, Division 4.

In witness thereof, Island County and the City of Oak Harbor have executed this Amendment No. 1 and agree to the changes as stated above.

Dated this _____ day of _____, 2014.

APPROVED:

City of Oak Harbor

Mayor

ATTEST:

City Clerk

Board of County Commissioners
Island County, Washington

Jill Johnson, Chair

ATTEST: _____
Debbie Thompson
Clerk of the Board

Agreements -
City of OH
alpha 0 ..
City of OH

After recording send to:
Island County Public Works
P.O. Box 5000
Coupeville, WA 98239

**INTERLOCAL AGREEMENT BETWEEN
ISLAND COUNTY AND THE CITY OF OAK HARBOR
FOR
ROADWAY MAINTENANCE**

Agreement Number PW-1020-017

WHEREAS, the legislature of the State of Washington has found that use of public roadway centerlines as boundaries of incorporated cities and towns have resulted in the divided jurisdiction over such public ways, causing maintenance inefficiencies; such practice now being prohibited by R.C.W. 35.02.170; and

WHEREAS, Island County and the City of Oak Harbor may enter into interlocal agreements for their mutual advantage; and

WHEREAS, the City of Oak Harbor and Island County are desirous of adopting an interlocal maintenance agreement for those roads which, as a result of past annexations, are affected by irregular jurisdictional boundaries and would be more efficiently maintained relative to their primary function as either city or county rights-of-way; and

WHEREAS, subsequent to the adoption of the Roadway Maintenance Agreement, recorded under Auditor's File #409492 and dated May 9, 1983, the City of Oak Harbor has annexed additional territory;

IN CONSIDERATION of mutual covenants hereinafter contained, Island County and the City of Oak Harbor do by these presents enter into this interlocal agreement pursuant to the Interlocal Cooperation Act of the State of Washington (R.C.W. 39.34) on the terms and conditions as follows:

WITNESSETH:

- 1) No separate legal or administrative entity is intended to be created hereby. Island County shall administer those portions of this agreement which pertain to it, and the City of Oak Harbor shall administer those portions which pertain to it. No jointly held property will be acquired and each party will finance and budget for its responsibilities under this agreement.
- 2) Roadway maintenance, as that term is hereinafter used, shall be defined as road maintenance resurfacing per BARS definition; shoulder, ditch and culvert maintenance; snow removal/sanding operations; traffic control signing; pavement striping; guardrails, and vegetative control. Access control shall be maintained by the governing agency and is not road maintenance.
- 3) For no monetary consideration, Island County agrees to maintain the following list of roadways or portions thereof both inside and outside City of Oak Harbor boundaries pursuant to this agreement:
 - a) Crescent Harbor Road; and
 - b) Reservation Road.
- 4) For no monetary consideration, the City of Oak Harbor agrees to maintain the following list of roadways or portions thereof both inside and outside City of Oak Harbor boundaries pursuant to this agreement:
 - a) Regatta Drive north of Crescent Harbor Road;
 - b) NE 16th Avenue between SR 20 and Regatta Drive; and
 - c) Heller Street south of Barrington Drive.

- 5) Future reconstruction of any of the roadways identified in paragraphs (3) and (4) above and the financing of same shall be accomplished by separate agreement between Island County and the City of Oak Harbor, and so denoted on the Six-Year Road/Street Programs of the agencies.
- 6) As the City of Oak Harbor annexes each of the roadway sections listed in paragraphs (3) and (4) above, the City of Oak Harbor becomes fully responsible for maintenance and reconstruction of said roads and the County's responsibility shall cease for that road.
- 7) Both parties agree to review and establish the same speed limits for both sides of those roads in paragraph 3) and 4) so as to not impair consistent and effective law enforcement.
- 8) The duration of the agreement shall be ten (10) years; PROVIDED, however, that either of the parties to this agreement may terminate the agreement by giving a one-year notice of termination, unless such period shall be shortened by mutual consent; and furthermore, that this agreement may be amended in writing by mutual consent.
- 9) Island County shall indemnify, hold harmless and defend the City of Oak Harbor, its appointed and elected officers, and employees from and against any and all claims, liability, losses, cost (including attorney's fees), and/or cause of action which may arise from any act or omission of Island County, its agents, servants or employees in the performance of road maintenance services under paragraph 3) of this Agreement.

The City of Oak Harbor shall indemnify, hold harmless and defend Island County, its appointed and elected officers, and employees from and against any and all claims, liability, losses, cost (including attorney's fees), and/or cause of action which may arise from any act or omission of the City of Oak Harbor, its agents, servants or employees in the performance of road maintenance services under paragraph 4) of this Agreement.

- 10) Upon the approval and signature of the parties hereto, this agreement shall be in full force and effect when filed with the Auditor of Island County.

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

~~APPROVED this _____ day of _____, 2010.~~

~~ISLAND COUNTY~~

~~JOHN DEAN, Chairman~~

~~HELEN PRICE-JOHNSON, Member~~

~~ANGIE HOMOLA, Member~~

ATTEST:

~~ELAINE MARLOW
Clerk of the Board~~

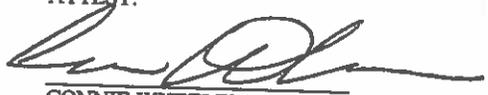
APPROVED this 2ND day of

MARCH, 2010.

CITY OF OAK HARBOR


Mayor JIM SLOWIK

ATTEST:


CONNIE WHEELER
City Clerk

Interlocal Agreement Roadway Maintenance
Island County & City of Oak Harbor
PW-1020-017

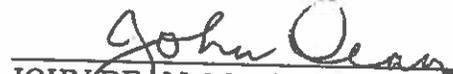
APPROVED this 8 day of MARCH, 2010.

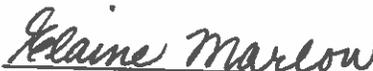


BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON


HELEN PRICE JOHNSON, Chair


ANGIE HOMOLA, Member


JOHN DEAN, Member

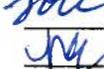
ATTEST: 
ELAINE MARLOW
Clerk of the Board

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

Bill No. 9.d
Date: August 6, 2014
Subject: 2nd Quarter Financial Report

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Nikki Esparza, City Attorney, as to form

PURPOSE

A report will be given to Council regarding the status of the City's 2014 budget versus actual expenditures and revenue sources. A copy of the Power Point to be presented was provided at the July 23, 2014 City Council workshop.

AUTHORITY

RCW 35A.11.020 – Powers vested in legislative bodies of non-charter and charter code cities.

RECOMMENDED ACTION

- 1) Presentation only. No action required.

ATTACHMENTS

None

MAYOR'S COMMENTS