



City of Oak Harbor

City Council Agenda
For
December 15, 2009
6:00pm

Oak Harbor City Council
Tuesday, December 15, 2009, 6:00 p.m.

Welcome to the Oak Harbor City Council Meeting

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

Thank you for participating in your City Government!

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION David Lura – First United Methodist Church

ROLL CALL

MINUTES 12/1/09 Regular Meeting

NON-ACTION COUNCIL ITEMS:

1. Island County Update – Commissioner Angie Homola.
2. Farewell – Councilmember Eric Gerber's last meeting.
3. Public Comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

4. Consent Agenda.

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- a. Adopt Updated Wellness Policies and Procedures.

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- b. Appointment – Marina Advisory Committee.

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- c. Re-Appointment – Councilmember Jim Palmer to the Island Transit Board of Directors.

- d. Approval of Accounts Payable Vouchers (pay bills).

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5. Public Hearing – Marina Rate Increase and Project Funding Approach.

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6. Comprehensive Plan Amendment Process Code - (Public Hearing continued from December 1, 2009 meeting).

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7. Public Hearing – Nightclub License, TOCGS.

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8. WAIF Contract – (Continued from December 1, 2009 meeting).

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9. Sale of Boat - Vessel ID# WN 86 AR.

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10. Sale of Boat - Vessel ID# WN 189 FF.

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11. Sale of Boat - Vessel ID# WN 1569 X.

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12. Contract – Final Design, Marina Dredging.

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13. Contract – Public Works Admin (Engineering) Remodel.

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14. Contract - Impaired Driving Impact Panel of Island County (IDIPIC).

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15. Non-represented Employee COLA for 2010.

16. City Administrator's Comments

17. Councilmembers' Comments

a. Standing Committee Reports

18. Mayor's Comments

ADJOURN

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

"Strive not to be a success, but rather to be of value."

- Albert Einstein

**Regular City Council Meeting
Tuesday, December 1, 2009, 6:00 p.m.
City Hall – Council Chambers**

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

INVOCATION Mark Hickinbotham, St. Stephens Anglican Church

ROLL CALL

Jim Slowik, Mayor	Paul Schmidt, City Administrator
Seven Members of the Council,	Margery Hite, City Attorney
Rick Almberg	Doug Merriman, Finance Director
James M. Campbell	Steve Powers, Development Services Director
Eric Gerber	Cac Kamak, Senior Planner
Jim Palmer	Cathy Rosen, Public Works Director
Beth Munns	Eric Johnston, City Engineer
Danny Paggao, Mayor Pro Tem	Rick Wallace, Chief of Police
Bob Severns	Mark Soptich, Fire Chief
	Ray Merrill, Battalion Chief
	Ron Hancock, POC Captain
	Mike McIntyre, Senior Services Director
	Mack Funk, Harbormaster
	Renée Recker, Executive Assistant to the Mayor

MINUTES

Motion: Councilmember Munns moved to approve the minutes of the 11/17/09 regular meeting and 11/19/09 special meeting. The motion was seconded by Councilmember Campbell and carried unanimously.

NON-ACTION COUNCIL ITEMS

Wreath Presentation by Boy Scout Troop 4059

The full troop presented their annual wreath to the City which marked the 50th year of this presentation.

Introduction of New Employees – Michael Evans and Jack Robinson

Cathy Rosen introduced Michael Evans; Jack Robinson was not present. Mr. Evans is a WWTP Operator in Training (OIT) and had interned with the City this past summer through ARRA. Mike was chosen from 100 other applicants for this position.

Public Comments

Mel Vance, P.O. Box 2882. Mr. Vance spoke with concern about the utility rates workshop and proposed change to the ERU calculation (from 2,500 sf to 3,300 sf). Mr. Vance felt, that increasing the ERU does not encourage installation of less impervious surface. Mr. Vance also spoke about the deaths of the four Lakewood police officers and noted that the Lakewood Independent Police Guild is accepting contributions on behalf of the officers' families.

Helen Chatfield-Weeks, 1415 SE 9th. Ms. Chatfield-Weeks spoke in support of the Chamber's "I Found it in Oak Harbor" campaign. Ms. Chatfield-Weeks encouraged everyone to shop locally.

With no other comments coming forth, Mayor Slowik closed public comments at 6:15 p.m.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS

Consent Agenda

- A. Excused Absence Request – Councilmember Bob Severns from the 1/5/10 Council Meeting
- B. WAIF Contract
- C. Pay Bills

Councilmember Almborg asked that item B – WAIF Contract be removed from the consent agenda.

MOTION: Councilmember Almborg moved to table the WAIF contract until the December 15, 2009 City Council meeting and set it for action as a single agenda item outside of the consent agenda. The motion was seconded by Councilmember Palmer.

Mr. Almborg spoke to his motion noting that this is an \$185,000 budget item and WAIF's representatives should be present to speak to the contract and total budget. (Note: the WAIF contract represents \$85,000.)

VOTE ON THE

MOTION: The motion carried unanimously.

MOTION: Councilmember Almborg moved to approve consent agenda items A and C with item C paying accounts payable check number 139265 in the amount of \$5,012.13, and payroll check numbers 93377 – 93440 in the amount of \$929,105.58. Councilmember Gerber seconded the motion which carried unanimously.

Quasi-Judicial Proceedings for Third Quarter Report on Element Nightclub, Nightclub License – Flyer's Restaurant and Brewery, and Nightclub License – Seven West.

Because all three of these agenda items require a quasi-judicial hearing, this process was conducted as a group for each of the three businesses. City Attorney Hite explained the appearance of fairness and quasi-judicial procedure beginning with ex parte communication. As stated in RCW 42.36.060:

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

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

is made a part of the record when it pertains to the subject matter of a quasi-judicial proceeding.

Ms. Hite then asked each Council Member to state, for the record, what ex parte contacts they have had, whether written or oral, concerning the three matters to be decided. Each Council Member stated they had no ex parte contacts regarding Elements Nightclub, Flyer's Restaurant and Brewery, and Seven West.

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

1. Do you have knowledge of having conducted business with either the proponents or opponents of this project? Elements Flyer's Seven West	Mr. Almberg	Mr. Campbell	Mr. Gerber	Ms. Munns	Mr. Paggao	Mr. Palmer	Mr. Severns
No No No	No No No	No No No	No No No	No No No	No No No	No No No	No Has interest in Flyer's building; will recuse. No
2. Do you have either a pecuniary or a non-pecuniary interest in the outcome of this proceeding? Elements Flyer's Seven West	Mr. Almberg	Mr. Campbell	Mr. Gerber	Ms. Munns	Mr. Paggao	Mr. Palmer	Mr. Severns
No No No	No No No	No No No	No No No	No No No	No No No	No No No	No Flyer's; will recuse. No
3. Do you know whether or not your employer has a financial interest in the land or area which will be impacted by the decision in this proceeding? Elements Flyer's Seven West	Mr. Almberg	Mr. Campbell	Mr. Gerber	Ms. Munns	Mr. Paggao	Mr. Palmer	Mr. Severns
No No No	No No No	No No No	No No No	No No No	No No No	No No No	No No No
4. Do you live or own property within 300 feet of the area which will be impacted by the decision in this proceeding? Elements Flyer's Seven West	Mr. Almberg	Mr. Campbell	Mr. Gerber	Ms. Munns	Mr. Paggao	Mr. Palmer	Mr. Severns
No No No	No No No	No No No	No No No	No No No	No No No	No No No	Owns interest in a building within 300 feet of Elements and Seven West, but will not be impacted. No for Flyer's.

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

Public Hearing – Third Quarter Report on Elements Nightclub

Chief of Police Rick Wallace presented the third quarter investigative report regarding activities at Elements Nightclub as required in *OHMC 5.22.045(3) License Conditions*. Chief Wallace's report for the period of July – September 2009 included information on all calls for police service to Elements. During the third quarter of 2009 there were a total of 40 calls for police service. Ten of those calls have no significant bearing on this issue and should not be viewed as having a negative connotation towards the nightclub as these types of calls for police service could occur at any business or private residence. The remaining 30 calls for service do pertain to the license conditions and are described as follows:

Assault Complaints: 7 total - 5 in the parking lot, 2 inside the business

- 2 Arrests – In both incidents assaults did occur with one person arrested in each case.
- 1 Unfounded – No assault occurred.
- 2 Information only complaints – One victim reported was assaulted by unknown subject then refused to cooperate with officers. One victim reported was assaulted then changed his statement denying he was assaulted.
- 2 Settled by contact – Both cases involved business employees thinking that a fight was starting. These two situations were properly handled by Security Staff prior to arrival of officers.

Disorderly Conduct Complaints: 1 total, occurred in the parking lot

- 1 Gone on arrival – Verbal argument, properly handled by the security staff but this person was gone upon the officers arrival.

Theft: 1 total, inside the building

- 1 Unfounded – Victim claimed he was owed the money he had lost while gambling.

DUI: 1 total, in the area of the business

- 1 Gone on arrival – No further information was available to the responding officers.

Noise: 20, all in the parking lot, all at closing time

- 10 Information only or settled by contact – In these ten incidents there probably was a violation of the City's noise ordinance at the time of the complaint but the officers reported that the security staff responded quickly and effectively to mitigate the noise.
- 2 Gone on arrival - The officers were delayed in their response by other pending calls but there was no noise or violation upon their arrival.
- 8 Unfounded - Officers were in the parking lot area prior to and at the time of these complaints and there were no violations of the noise ordinance occurring.

While there is always room for improvement on the whole, it appears that the management and staff of Elements are doing an effective job of adhering to the license conditions ordered by the City Council. Although 30 complaints is a fairly large number and improvement in preventing these types of complaints does need to occur, there was not a single case reported where the officers felt they could have taken action as a violation of the license conditions. Additionally, the officers reported that the business had more than the required number of designated security personnel working during the required times but especially near closing time.

Mayor Slowik opened the public hearing at 6:35 p.m.

Mel Vance, P.O. Box 2882. Mr. Vance felt that both the second and third quarter reports demonstrated that Elements is appropriately handling their situation and the number of required security staff should be reduced. Incidents are the same at other nightclubs.

With no other comments coming forth, Mayor Slowik closed the public hearing at 6:38 p.m.

Council Discussion

Discussion followed about noise at closing time and what closing time was (4:00 a.m. or 2:00 a.m.) and if noise complaints are coming from one phone number. Chief Wallace clarified that the noise statistics reference 1:30 a.m. to 2:00 a.m. and the complaints are coming from one number. Discussion continued about noise in the parking lot and how to identify whether the patron came from Elements or another business. Chief Wallace noted that there has been a reduction in the number of calls from the second to third quarter, and Council felt that

Elements staff and security staff are doing a good job. No action is required with this report and Chief Wallace will present a final fourth quarter report at a future Council meeting.

Public Hearing – Nightclub License, Flyer’s Restaurant and Brewery

As noted in the earlier quasi-judicial process, Councilmember Severns recused himself from this discussion. Chief Wallace presented the agenda bill asking for approval and issuance of a nightclub license to Flyer’s Restaurant and Brewery. The business is located in a single-story building on SR-20 near Whidbey Avenue. Flyer’s Restaurant is made up of a large restaurant area with a smaller but separate area closed to those under the age of 21 that is designated for alcohol sales. This area has an access doorway inside the main entryway where their security can check the identification of their customers. From October 1, 2008 through October 31, 2009, there were 20 calls for service at that address. 18 of those calls have no significant bearing on this issue and should not be viewed as having a negative connotation towards the nightclub as these types of calls for police service could occur at any business or private residence. The 2 remaining calls for service were both noise complaints regarding music coming from the business, both near the hours of twelve midnight. As a result of Chief Wallace’s investigation, which included a review of the police responses to Flyer’s Restaurant and Brewery from October 1, 2008 through October 31, 2009 and an interview with the owners and managers, there are no circumstances that would deem any of the public health and safety issues described in OHMC 5.22.045(4) a concern at this time and that Flyer’s staff is operating with the appropriate levels of security staffing to handle or prevent issues relating to security, traffic, noise and litter.

Mayor Slowik opened the public hearing at 6:50 p.m.

Mel Vance, P.O. Box 2882. Mr. Vance spoke with concern about noise and noted that most of the Elements Nightclub complaints are noise complaints. Flyer’s backs up against apartment buildings and since there is a potential for noise complaints, Mr. Vance felt that Flyer’s should have one security person in the parking lot at closing.

Jason Tritt, General Manager and Partner, Flyer’s Restaurant and Brewery, 32295 SR-20.

Mr. Tritt spoke with concern about the need for a nightclub license. Flyer’s is not a nightclub and has live music only once a month. Most of the time, the music has finished by 10:00 p.m. Flyer’s does not have security issues in the parking lot and usually closes at 10:00 or 11:00 p.m. Flyer’s Restaurant and Brewery made a decision to stop music at 10:00 p.m. Any other events will be done through a special event permit and should primarily occur in the summer. Mr. Tritt asked to have his application withdrawn based on the criteria for a nightclub license being inapplicable for Flyer’s.

With no other public comments coming forth, the public hearing was closed at 7:00 p.m.

City Attorney Hite concurred that the application could be withdrawn even though the City does not have a policy in place addressing withdrawal. Council could not exempt them from the license.

Chief Wallace noted that Mr. Tritt's comments were accurate and that the police department should remain problem-oriented. Two complaints in one year are not a problem. Flyer's management also feels that they are achieving 75% of gross receipts in food sales receipts, they do not have social dancing, and the music is background music. Chief Wallace also felt the application could be withdrawn.

Mayor Slowik concurred and this agenda item and application were withdrawn from this meeting's agenda.

Councilmember Severns returned to the meeting.

Public Hearing – Nightclub License, Seven West

Chief Wallace also presented this agenda bill asking for approval of a nightclub license for Seven West which is a new business located at 780 SE Bayshore Drive, Suite 101. The business is on the first floor of a two-story building (upper level has a Pioneer Way address and the lower level is on Bayshore Drive). Seven West is a restaurant and lounge open only to patrons 21 years of age and older. There are two main rooms: a dining area and lounge, and a separate lounge. Music will be played for social dancing and patron identification will be checked at the main entrance to the business.

Mayor Slowik opened ph at 7:10 p.m.

Mel Vance, P.O. Box 2882. Mr. Vance could not locate this business but thought it was close to Elements and Element's could be blamed for infractions from Seven West's patrons. This is only the second nightclub requiring parking lot security and Mr. Vance felt it was unfair to single out these minority businesses for additional licensing conditions. Mr. Vance thought that Seven West will have the same complaints as Elements.

With no other comments coming forth, Mayor Slowik closed the public hearing at 7:15 p.m.

Chief Wallace noted that Seven West is located on Bayshore Drive and Dock Street on the lower eastern side of the building across from Island Transit's Harbor Station. There are residents on Bayshore Drive and that is the reason for security personnel as a licensing condition. Mr. Allen intends to have five security employees on duty on Friday and Saturday nights and does not have a problem with the security personnel condition.

Council Discussion

Discussion followed about security personnel and the parking lot, the dance floor area and exits, Seven West's close proximity to Elements and the Island Transit Station, and their operating hours (2:00 a.m. closing) and liquor service.

MOTION: Councilmember Campbell moved to approve the issuance of a nightclub license to Seven West LLC with the following conditions:

- 1. Adhere to all existing laws, regulations, ordinances and zoning conditions of the State of Washington and the City of Oak Harbor applicable to the nightclub business located at Oak Harbor, Washington.**

2. **Ensure that at least two designated security personnel, in addition to existing on duty employees, will be on duty on Fridays and Saturdays, between the hours of 10:00 p.m. and 2:00 a.m.**
3. **Ensure that there are security measures sufficient to prevent noise violations or any other nuisance violation as included and described in the City of Oak Harbor Municipal Code, inside and outside the business, to include the parking lot and adjacent properties and that with the exception of ingress and egress to and from the building, doors and windows are to remain closed at all times while any type of music or entertainment is playing.**

The motion was seconded by Councilmember Severns and carried unanimously.

Public Hearing – Ordinance, 2009 Comprehensive Plan Amendments

Cac Kamak, Senior Planner discussed the Comprehensive Plan Amendment process and presented 2009's Comprehensive Plan Amendments which include updates to the Capital Improvements Plan (CIP) per the requirements of Oak Harbor Municipal Code (OHMC) 18.10.030, and an update to the Open Space Element with recently adopted goals and policies of the 2009 Parks, Recreation and Open Space Plan. This year there were no applications filed for land use changes.

Mayor Slowik opened the public hearing at 7:25 p.m. but there were no comments so the public hearing was closed.

MOTION: Councilmember Munns moved to adopt the ordinance approving the 2009 Comprehensive Plan Amendments. The motion was seconded by Councilmember Campbell and carried unanimously.

Public Hearing – Ordinance, Comprehensive Plan Amendments Process

Mr. Kamak also presented this agenda bill which introduces a new chapter to the Oak Harbor Municipal Code, Chapter 18.15, entitled "Comprehensive Plan Amendment Process." The purpose of this new chapter is to codify the process and schedule by which annual amendments to the Comprehensive Plan are submitted, processed, and acted upon. The proposed code introduces the concept of an annual docket system. The docket system allows the Planning Commission and the City Council to formally review and act on the scope of amendments proposed each year to the Comprehensive Plan. The review of a docket provides the opportunity for early public participation as prescribed in RCW 36.70A.140. The proposed code language outlines a process and schedule for the amendment process, public notification, and provides consistency and predictability for public input opportunities. The proposed language also includes a framework for docket management, threshold criteria for agenda items, and evaluation criteria for the amendments. The process is intended to:

- Formalize the amendment process and meet the requirements of RCW 36.70A.140
- Increase public involvement
- Provide a consistent and predictable schedule for the amendment process
- Provide a mechanism to proactively advance goals and policies within the comprehensive plan

Mayor Slowik opened the public hearing at 7:35 p.m.

Helen Chatfield-Weeks, 1415 SE 9th. Ms. Chatfield Weeks thanked the staff for proposing a better way to serve the public.

With no other comments coming forth, Mayor Slowik closed the public hearing at 7:38 p.m.

Council Discussion

Discussion followed about the effect of this process on citizens. Timing remains the same but becomes more predictable and allows staff to accept applications outside of the timeframe (though they would not be considered until the docket's December deadline for applications). Discussion continued about the technical advisory committee and the timeframe for Comprehensive Plan adoption. Council complimented staff for their work on this process.

MOTION: Councilmember Munns moved to continue the public hearing and proposed ordinance to the December 15, 2009 City Council meeting. The motion was seconded by Councilmember Almberg and carried unanimously.

Break

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

Pioneer Way Improvements – Street Configuration

Eric Johnston, City Engineer, presented this agenda bill and introduced Mick Monken, P.E., Perteet, Inc. The agenda bill sought Council direction on the final street configuration, either a one way or two way street, for the Pioneer Way Improvements Project which extends along SE Pioneer Way between City Beach Street and Midway Boulevard. The purpose and intent of the project is to promote economic development and revitalization of the City and specifically the Downtown Business Corridor, through the improvement and rehabilitation of the public infrastructure and beautification of the streetscape. The emergency replacement of the water main in 2008 focused attention on the failing underground utilities, sidewalks, drainage, street surfacing and other infrastructure along SE Pioneer Way. With the need to make a significant investment for the rehabilitation of basic infrastructure comes the opportunity to make an improvement beyond basic functionality. A number of studies and plans commissioned by the City have pointed to a need for improvements along the Pioneer Way Corridor. These studies have a recurring theme of beautification, pedestrian safety as well as amenities within the streetscape. Many of these project goals are captured in the various elements of the City of Oak Harbor Comprehensive Plan. In March of 2009 the City Council moved beyond the studies and planning efforts and retained the engineering firm Perteet, Inc. to develop construction-ready project documents. As was described in the March 3, 2009 agenda item, the engineering consultant was asked to look at both one way and two way configurations. Upon completing the surveying, site investigations, geometric design, and other engineering tasks in the scope of work, Perteet presented the following three alternatives:

- Existing Condition – Two way street with on street parallel parking
- Alternate 1 – Two way street with on street angle parking
- Alternate 2 – One way street with on street angle parking

From an engineering design viewpoint, SE Pioneer Way has a number of constraints, most notably the available right-of-way space. Downtown street right-of-ways are typically a

minimum of 60 feet wide and are often 70 to 100 feet wide. Street widths less than 60 feet do not allow for the wide sidewalks, parking on both sides, and two way traffic that are commonly seen in downtown areas. The available width on Pioneer Way is approximately 50 feet which means that choices and priorities must be made as to which elements of the streetscape are of highest priority to the community. It should be noted that, in describing these three alternatives, angle parking and the preservation of as much on street parking as possible were considered to be a priority and a common basis for analysis.

Existing condition or Alternative 0

This alternative would replace in kind the existing street configuration and leave the existing on street parallel parking, sidewalk width, and traffic configuration unchanged. This option is not recommended for further consideration as it does little, other than utility replacement, to meet the purpose and intent of the project.

Alternative 1 – Two Way Street with Angle Parking

This option would construct a two way street with angle parking on either side of the street as the travel lanes meander, or shift, from North to South along Pioneer Way. Opportunities for slightly wider sidewalks as well as creation of some limited plaza type spaces would be available. Two travel lanes are provided. In providing for the necessary turning radii and other geometrics necessary for larger vehicles, long tapers are provided at the intersections. This allows for all vehicles to safely and efficiently use the roadway, however, it is especially important for large delivery or service vehicles including solid waste pickup and emergency vehicles. The number of available on street parking spaces is reduced by approximately one half, below existing, in order to provide the space needed for the two way street configuration. As a two way street the engineering decision-making array focuses on traffic and vehicles. Space for pedestrians and pedestrian comfort level is given a lesser priority in providing spaces for moving vehicles. Spaces for bicycles are eliminated as the priority is given to motorized vehicles. Sidewalks remain a minimum of 5 feet wide but are widened in some areas. As a two way street the volumes of traffic along SE Pioneer Way, currently at approximately 4,000 ADT could be expected to increase over time. With current average speeds on SE Pioneer at 19 mph, there would not likely be any additional perceived reduction in speed with the two way configuration. Minimum lane widths of 10 feet are used with this alternative to maximize the use of the remaining space for parking and pedestrian areas. No shoulder, or shy, distance is provided. The standard lane width for higher volume two lane roads is 12 feet. A 10 foot lane width is used where ROW constraints exist, such as SE Pioneer Way. While a 10 foot lane width is adequate and the minimum for safety, it is not optimal for the flow of traffic. Use of narrow lanes is normally limited to lower volume roads. It is worth noting that with the narrow 10 foot lane, cars backing out of the angle parking spaces will often cross the centerline due to the narrow width.

Alternative 2 – One Way Street with Angle Parking

This option would construct a one way street, eastbound (towards the Seaplane Base) with angle parking on one side of the street (most likely the north side). A single 12 foot wide travel lane and a 3 foot wide shoulder would be provided. While this is not wide enough for a designated marked bicycle lane, it does provide for adequate space for bicycles and vehicles to share the road. Sidewalk widths are increased to a minimum of 8 feet in width and, as a one way street, the decision-making array focuses on the pedestrians. Spaces for vehicles are

reduced thereby providing more space for pedestrians and non-motorized modes of transportation. In some cases traffic engineers propose a one way street configuration to maximize traffic flow. In large urban centers, one way street couplets have been used to maximize traffic flow. In this case, however, the one way street will reduce the amount of traffic while maintaining the low average vehicle speeds. The relatively narrow street, the angle parking, the narrow constrictions at the intersections will help maintain relatively low speeds. The one way street alternative maximizes the available right-of-way space for use by pedestrians and while placing less importance on traffic. Bayshore Drive would remain a two way street to provide for the alternate circulation route for vehicles. Bayshore Drive has sufficient capacity for the anticipated increase in traffic. Minor modifications to the signalized intersections at Midway Boulevard and City Beach Street would be needed to accommodate the change in traffic pattern however both intersections would continue to operate well within normal level of service, both in terms of delay and safety.

A basic comparison of Alternative 1 and Alternative 2 is shown below.

	Alt 1 Two Way	Alt 2 One Way
Sidewalk Width	5 to 8 ft	8 to 10-ft
Maximum On Street Parking Spaces	45	96
Bicycle Lane	No	Yes
Design Focus	Vehicles	Pedestrians
Traffic Impacts	Minimal	Minimal
Time of Construction	8-12 months	8-12 months
Approximate Total Cost	\$8.35 million	\$8.35 million

The relocation of overhead utilities, construction start dates, impacts to businesses and other ancillary issues are key to the development of this project. These issues are of great importance and concern to the community and business owners alike. However, despite the importance of these issues they are largely independent from the decision on the street configuration. The overhead utilities can be relocated underground with both the one way and two way options. Likewise, the construction start date and the impact to business during the construction will not be affected, positively or negatively, by the selection of either alternative.

The Mayor and staff have presented these various options to several community groups including the Chamber of Commerce, the Downtown Merchants Association, City Council committees, the Kiwanis Club, the Lions Club, Sunrise Rotary, Navy League, Realtors groups, property owners and others. In addition, a community open house was held on October 24. In total, presentation of the alternatives and the concepts of the project have been given directly to hundreds of members of the community and indirectly through the City website and cable access channel to hundreds more.

As requested by the City, Perteet, Inc. has investigated and analyzed the three previously described alternatives. It is recommended that the Existing Condition Alternative not be considered for use on the project. Alternative 1 is focused on providing improvements to support vehicular traffic. Alternative 2 is focused on providing improvements to support and benefit the pedestrian. Both alternatives will provide a benefit to the City as a whole and to the Pioneer Way business area. Perteet has recommended that the one way configuration is the preferred alternative for the project. Normally, staff would provide a recommendation on the

choice of an alternative. In this case, however, as there is no clear technical choice, staff does not have a recommendation.

Mr. Johnston gave a visual demonstration of this project's elements and what could or could not be included depending on the alternative chosen. Mr. Monken gave a PowerPoint presentation on what is needed: drainage and stormwater, street surface, basic sidewalks, sewer, water and other utilities; and what is left: parking, traffic and vehicles, and pedestrians. Costs are equivalent but the largest difference is one alternative favors traffic while the other alternative favors pedestrians. Mr. Monken presented the goals: destination, pedestrian-oriented, business focus, tourist attraction, unique, safe multi-modal (bicycles), places and people spaces, and accommodation space for a unique identity. He also discussed safety issues with parking, doing business with people on foot rather than people in cars, accommodation for bicyclists, pedestrian crossings, commuter trips and capture trips. Mr. Johnston also noted that Mr. Monken's goals came from Oak Harbor's planning documents and the three remaining elements as shown in the visual demonstration and Mr. Monken's statement – parking, traffic and vehicles, and pedestrians – are focused on these goals.

Mayor Slowik called for public comments at 8:20 p.m.

Maynard Hoing, Oak Harbor Tavern. You will surround 27 businesses with this project and the whole town is involved. 250 people will be put out of work. This whole meeting is pointing to a one way street. By the time you are done, everybody is going to learn Mt. Vernon has more to offer and Oak Harbor is going to be closed down.

Coreen Lerch, 1195 Silverlake Road. I am proud of Perteet's decision. It is important that our children have a place that they can call downtown. Oak Harbor Elementary is part of an art walk, the downtown tree lighting ceremony – a one way option is wonderful. It would be great to have sidewalks where kids can play and parents can have a coffee in a sidewalk café. This option would be more accessible for everybody and not a detriment to downtown. This will increase business on Pioneer and Bayshore; Flintstone Park will be used. Pioneer Way should not be a thoroughfare.

Phil Sykes, Whidbey Wild Bird, 860 SE Pioneer Way. Engineering aspects are not all equal. They will all put me out of business after 7 years on Pioneer. This is my livelihood. Not one of the footfalls (Mr. Johnston's visual demonstration) said anything about the retailers. I don't think my landlord will excuse my rent. Either option will shut me out of business for 12 months, but I opt for a two way street to get people and freight in on Pioneer Way.

Scott Wotring, Good Times Pizza. I am onboard for making our downtown better. I grew up here. Kristi Jensen emailed us about Cincinnati's \$3 million project. The existing businesses disappeared and bars and tattoo shops took their place. This area has become Cincinnati's biggest bar district. We have a lot of drinking establishments already in Oak Harbor. I am in favor of a two way street and keeping the existing parallel parking. A one way will create a straight shot to the Seaplane Base and the two way option will still add 3 feet of sidewalk. In response to a remark about attracting high-end businesses, Pioneer Way already has high-end businesses in place.

Mayor Slowik made a correction for the record: in the first public presentation, we did not present parallel parking as an option but did so in the next 9 public presentations.

Frank Scelzi, P.O Box 2249. 15 out of 20 merchants were against the one way. All 15 said they could not renew their leases. I have a monster payment on my building. Most of the people did not want to come to this meeting and felt that Council would go with the one way option. I have spent the last two years of my life downtown and have not seen the Council members there. Talk to the people who are down there and see what is happening to them. The reality is that most of the downtown merchants have taken out loans and this project will be detrimental to them. In looking at the internet, I cannot find one positive thing about a one way street for small towns. If I was in the position to make a decision that would take away someone's livelihood, I wouldn't do it. Choose the two way option.

Chris Skinner, 740 Pioneer Way. Mr. Skinner talked about his properties and the new building he will build on Pioneer Way. We believe that a one way makes the most sense for what we want to do. I don't agree that livelihoods will be that affected. There will be disruption since it is inevitable with the utilities and street construction. Two way is clearly an arterial heading to the base and base housing. This is the heart of our city and it is clogged. People are not stopping and going into the businesses. Parallel parking is a true detriment to our downtown. If we create a parking-friendly atmosphere, this will enhance retail. Create a friendlier place with wider sidewalks, tables, space for sidewalk sales, and restaurants that can accommodate overhangs. Emphasizing traffic does not make sense. We are not like Mt. Vernon. We can route traffic to Bayshore Drive. If the downtown is not a friendly place, retail will go down the road. Choose the one way alternative.

Kelly Beedle, Oak Harbor Tavern, 940 SE Pioneer Way. Choose the two way option. Older people cannot come down if they are parked off of Pioneer Way. We voted for you. Take a vote for the people here who work, own the buildings, and the retailers who pay their leases. We want downtown to be a destination; vote for a two way street.

Gloria Carothers, 2130 Stoney Beach Lane, Owner of Jewelry Gallery on Pioneer Way. I have owned the Jewelry Gallery for 18 years and I am one of the stable forces downtown. I am unequivocally for a two way street. We have a natural triangular flow from Pioneer Way to Midway to SR-20. We expected a large sign, as recommended by the Windjammer Project, directing people downtown and this would require a two way street. All of the property owners and merchants want to work with you. We need a healthy economy downtown and two way is the way to go. One way creates a thoroughfare. Who is taking the risks? It is the building owners and merchants. What risks are the Council and Mr. Monken taking? How many Perteet projects are one way? What was the economic outcome? I have been told that you have not been involved in any one way projects. Consider the two way alternative.

Kristi Jensen, 1380 SE 8th. I am a property owner, a merchant, and a real estate agent. I have been researching one way streets and can contradict the one way alternative. I've found a ton of information supporting a two way option which would reach every goal with a bigger business focus. If there are no businesses, no one will be attracted downtown. I have been asking customers at Purple Moon about a one way street and they would not come downtown with that option. I am for revitalization, but do the two way street. I cannot rent my retail spaces. Right now, Pioneer Way is a low rent district. Several potential lessees have said that they want to wait until the one way or two way decision has been made. People window shop with a two way street and will head out of town or go to existing box stores with a one way.

Kay Coolidge, 3021 Mt. Baker Circle, Owner of Popsies on Pioneer Way. I know that the work has to be done. Crying hard times is a moot point; it has to be done. I support the one way option which is a wonderful plan. I have contacted the Council members about an extended plan. I like the one way street.

Sylvia Salgato, Owner of the Sports Shop in Harborside Village. I support the two way street and feel drivers would go straight to the base with a one way street which would also increase speed on Pioneer Way.

Ron Apgar, Owner of Paint Your World on Pioneer Way. I am for the two way street. You can still slow down the traffic and making it safe for pedestrians. Add more speed humps. This could still be a good thing for the merchants.

Dan Ollis, Owner of Whidbey Coffee, 980 SE Pioneer Way. Mr. Ollis also has businesses in Seattle and Seattle's Queen Anne neighborhood. I have seen other Councils want cafés and pedestrian amenities. If you create limitations for customers, they will not come downtown. If the business owners in this room tonight are not successful, I am not successful. A two way street gives you the most options. The goals don't pay attention to the retailers or who would replace a retailer going out of business. I have worked with site locators and they turn away from one way streets. Walgreens would not consider a one way street since it impedes their traffic counts.

Dave Harrington, 1524 NE Narrows. I do not have an economic consideration, but a two way plan with curved streets and street furniture will also offer wider sidewalks and doesn't restrict the traffic flow. A lot of parking isn't used in downtown. In Kirkland, none of their main streets are one way, only their side streets. A one way street design is one you cannot back out of. Local smaller cities have tried one way and then went back to two way. Go with a more luxurious two way street that could be tried as a one way without incurring the expense of a one way. Two way does reduce the amount of parking downtown. I don't think either plan is pedestrian-oriented.

Mel Vance, P.O. Box 2882. Mr. Vance addressed some of the comments supporting the one way alternative. Safer pedestrian crossings are marginally better with a one way street. Pedestrians crossing Pioneer Way right now often cross outside of the sidewalks. The City built the Waterfront/Maylor Point Trail which is better for recreational walking. Using Bayshore Drive as a bypass creates a short left-hand turn lane which will stack up traffic. There isn't a long right-hand turn coming back from the east end. I sympathize with the businesses downtown, but Pioneer Way is not a destination street, it is a thoroughfare. SW 4th and SW 8th are residential streets that are also being used as thoroughfares and they shouldn't be used that way. A large part of Island County's economy comes from the base and the one way will affect that traffic. I support the two way alternative.

Helen Chatfield-Weeks, 1415 SE 9th. I like Pioneer Way as it is right now. Oak Harbor is the nicest small town in Island County. Vote for the two way. Consider what everyone has said.

Jill Schacht, Owner of Casual House and Fox Pointe, 690 Pioneer Way. Ms. Schacht spoke with concern about the one-way alternative and firmly believes that a one way street can be potentially devastating to business in downtown and will create a ghost town. She read her letter to Mayor and Council which was submitted for the record and attached to these minutes as Exhibit A.

Brenda Marti, lives in Coupeville, business is at 720 Pioneer Way. Vote for the two way street. Even though I'm an avid cyclist, the two way alternative is the best choice.

Sandi Willmetts, 466 SE Neil Street, Owner of Baby and Me on Pioneer Way. Baby and Me serves young families who are primarily military and offers a consignment opportunity for them. Keep Pioneer Way a two way street.

With no other comments coming forth, Mayor Slowik closed comments on this subject at 8:55 p.m.

Council Comments

Councilmember Severns: I have spent more time on this agenda bill than any other. I have spent time talking to businesses and business owners. There are 27 businesses but 55 property owners. This question is so controversial that even some business partners don't agree with each other. Mr. Severns asked about handicapped accessibility and why staff did not make a recommendation. Mayor Slowik responded that he had taken responsibility for staff not making a recommendation and leaving this decision to Council. He also noted that a decision did not have to be made this evening. Mr. Johnston added that federal law requires ADA compliance whether the configuration is one way or two way. Some store fronts may not be ADA compliant; the difficulty is with individual retail spaces. Widening the sidewalks eases accessibility. Mr. Severns also asked about the cross streets and any plan to change their direction. Mr. Johnston noted that there is opportunity to change cross street direction or create two way on some cross streets but parking would then be lost on those streets. Mr. Severns asked about the one way alternative's angled parking sited for the north side of Pioneer and why that side was chosen. Mr. Johnston talked about how the street meanders from the north to south side, standard tapers, and that parking on the north side maximized the number of parking spaces and provided for greater turning radii. Mr. Severns asked about returning a one way design to a two way street and Mr. Johnston noted that it would be difficult to change this design back to a two way.

Councilmember Alberg: Mr. Alberg asked about the 4,000 ADT vehicle count. Mr. Johnston talked about this count covering both east and westbound directions counted over the last four years with the count being about equal each direction. A formal traffic study has not been done for a one way alternative and the effect on neighborhood streets. Comparatively, the Pioneer Way traffic count is very low. SR-20 has 25,000 cars per day. Residential streets see an average of 1,400 vehicles. Bayshore Drive has a lower volume than Pioneer Way. The traffic flow for one way would not have a dramatic effect on these streets and would not be a major detriment. Mr. Alberg felt that comments about a one way alternative reflect 1/3 are unhappy, 1/3 are happy, and 1/3 do not want a change.

Councilmember Palmer: Mr. Palmer asked how delivery trucks would be accommodated on a one way street. Mr. Johnston noted that both a one way and two way would need to change how deliveries can occur and would need to establish delivery times so they could stop in the street which would also restrict parking during that time. Mr. Monken concurred that both options will have obstructions and restrict parking during delivery times. Mr. Palmer talked about being a former retailer on Pioneer Way. It was difficult unloading even with the existing two way. He also talked about the intersections at Midway and Pioneer, City Beach and Pioneer and asked how the turning lanes would be configured. Mr. Johnston replied that changes will need to be made to signalization and channelization to encourage a change in turning movement. Total volume at the intersection will not likely change. Timing will be changed to accommodate vehicles in a protective phase rather than the existing protective permissive phase. Mr. Palmer also asked about the option of parking garage. Mr. Johnston noted that a parking garage has not been considered as part of this project. Researching a pedestrian plaza revealed costs between \$700,000 and \$900,000. A parking garage would be more costly and a single level parking garage on Pioneer Way would only net 18 to 20 additional parking spaces since the lower level space would be needed for support columns. This would be very expensive. Parking garages are not economically viable until land costs

are valued at \$1 million per acre. There may be other opportunities to provide additional parking at a more economical cost.

Councilmember Gerber: If we move forward with the two way alternative and then change it to one way, what would that cost? Mr. Johnston responded that costs for two way to one way would be related to striping changes which would be less costly than changing from one way to two way street.

Councilmember Paggao: The purpose and intent of this project is to promote economic development and revitalization. I have attended seminars on revitalization and networked with council members from other cities and everyone's major concern is revitalization. We have the funding to do so and to also promote economic development. It looks like there are more amenities with a one way street when you consider the comparison chart. In spite of this, along with testimony, articles, and letters, the merchants still have an uncertainty about the one way alternative. If we lose the merchants, that would be devastating. We need to help the merchants and have an obligation to decide and reflect the wishes of our merchants.

Councilmember Campbell: I have heard a lot of emotion tonight. I'm attempting to eliminate the emotion and go with the facts for each alternative. Our primary responsibility is to protect our citizens, give them good roads, and establish an environment that is good for our citizens. I support the two way option. I know that the one way option has an impact on the property owners and retailers. The most important question is how we march the construction down the street and ease impact on the merchants and owners. 4,000 cars go up and down Pioneer Way and one way cuts half of that count rather than adding to the count. I go to the Seaplane Base, and then shop coming back on Pioneer. Early on in the Windjammer Plan four years ago, there was one feature that a one way street would not allow us to do: trying to get drivers to turn off of SR-20 onto Midway and then Pioneer Way and back into downtown. Are drivers really going to go down Bayshore Drive to turn around toward Pioneer Way if you miss what you want on Pioneer? One way does not bring people into downtown. A bike lane is better on Bayshore Drive. I think each of the direction alternatives are equally safe. People fall on the sidewalks but I cannot remember someone being hit in the street. People feel safe on Pioneer Way. We live in an automobile society and we are not going to change that.

Councilmember Munns: Ms. Munns asked about the traffic flow from Bayshore Drive, City Beach Street, Pioneer Way, and with new signage, is there concern about adding more traffic to these intersections, notably down by Wells Fargo. Mr. Johnston agreed that the intersection by Wells Fargo as it meets Bayshore is a terrible intersection. Ms. Munns asked if Pioneer as a one way would make this intersection worse and Mr. Johnston talked about channelization and signalization as a remedy. Ms. Munns also asked about turn radii. Mr. Johnston noted that the two way option and oblique angle along with the meandering street lead to the need for tapers. Ms. Munns asked Mr. Monken about the audience's comments concerning risk and Perteet. Mr. Johnston answered that the City retains Perteet for design, compliance, and construction documents but does not assign Perteet risk for the ultimate financial well-being of Oak Harbor. Mr. Monken spoke to his personal experience as a public works director for 18 years, the references to Kirkland's one way – two way was dying and the drive by capture business relocated, with other businesses, art galleries and boutiques replacing them, and the successes of one way streets where appropriate. Perteet has also recommended against one way streets with the City of Snohomish and City of Woodinville being examples of that option not working as well. Most of Perteet's one way recommendations are transit one ways in downtowns. Mr. Monken spoke about the public comment concerning unfavorable internet research on one way streets in downtowns. These are not single lane designs. They are multiple lanes meant to move traffic without consideration to parking. Perteet will design

the best option for Oak Harbor whether it is one or two way. Oak Harbor has all of the elements to make one way successful for Pioneer and to meet the goals. You will gain goals with two way but there are trade-offs and you will lose uniqueness. One way gives you the maximum number of parking spaces. The preferred Perteet opinion of a one way for Pioneer wasn't a quick personal opinion but was considered as a firm. Perteet wants to see Oak Harbor succeed. Ms. Munns could understand the anxiety from retailers and owners, but never heard them talk about bringing people into downtown. Without shoppers, you have nothing. Whatever decision is made, we need to join together. This is our city, not just the merchants, we all live here. The community needs to stay united. We are all going to have to do some give and take. In the past, some of the decisions were limiting. I have lived here since 1976. I'm more worried about getting the Pioneer Way businesses through construction whether the choice is one way or two way. This project is supposed to energize Oak Harbor and make us proud. We want it to last more than 5 years. Casual House spruced up, and a domino effect was created down the street. Oak Harbor is growing, we will fill in, but we won't be ready without a plan.

Mayor Slowik asked Mr. Schmidt if he had any comments.

Paul Schmidt: No specific comments, but we didn't imagine the project would be this divisive; it shows local government in action. This project will be using City funds rather than an LID with the merchants which would assess the property owner for the utilities. We felt that would be a burden and difficult to administer. The \$3.5 million in real estate excise tax is an investment from the entire community. These funds can only be used for this type of capital improvement project and the City is using a considerable amount of REET funding. We are seeking other funding for potential utility undergrounding. The previous City Council prioritized Pioneer Way and we have gone through the input process with many workshops.

Council Comments continued

Councilmember Severns: I have been on both sides of this decision. In talking to the merchants and property owners, they do not want more studies. We need to do something. Mr. Severns had polled his responses: property owners favored one way, 37% of people he talked with favored two way, 4 people said they didn't care but do something, 2 people said do nothing. People see the importance of parking; 96 spaces would be created with the one way alternative, and 45 spaces with the two way option. The other option is to do nothing or go back to the drawing board. At this point, I cannot vote for two way alternative.

Councilmember Almberg: The primary purpose as stated by the engineer, was for improvement of public infrastructure, and secondly, to create a people-friendly environment and streetscapes. The Comprehensive Plan speaks to this and speaks for the community, not just individuals. Whether one way or two way, improvements need to be done right away. We have a good bidding climate and funding is available for street improvements and utilities. These funds could be used in other parts of the City, but the best opportunity is downtown and economic recovery. Without these improvements downtown will deteriorate and businesses would be subject to unplanned utility failures which are expensive to do under emergency circumstances. If these funds go to other City projects, these funds would not then become available for Pioneer Way other than through an LID which means the property owners would pay for the improvements. One way vs. two way: people to people, or bumper to bumper. We have enough bumper to bumper in Oak Harbor. Having read articles and books while I was on the Planning Commission, the Comprehensive Plan strongly encourages a people-friendly atmosphere. Cars take up 20 times more area than people do. With a vehicular design, and

as the community grows, the City will not be able to build its way out of that problem. We have to remain pedestrian-friendly.

Councilmember Palmer: Mr. Palmer owned the Radio Shack in its downtown location for 5 years. I know the feeling of what will happen with your businesses. No matter what we do, the time period is going to be tough but the long-term is what we need to look at. The north side businesses are here tonight, south side businesses are for one way since they are afraid of losing their parking. This is going to be an issue no matter what we do. How can we accept 45 parking spaces which comes with the two way alternative. I like Mr. AlMBERG's statistics: 1/3, 1/3, 1/3. Many are afraid of having anything done. The community seems to want a one way street. Citizens talk about how they have paid for this, too, and it is not just the concern of the merchants. We can't lose the parking.

Councilmember Gerber: When the City hires consultants, they work for the Mayor and staff. What has been presented here tonight is not an accident; it is the best concept for what the City has. My thanks to the Mayor for having Council make this decision and for his time spent giving presentations to community groups. I support the Mayor and the vision of a one way alternative.

Councilmember Paggao: The vision is on quality of life, not only on the merchants, but for the whole community. If we lose the merchants, there will be no quality of life. This would limit sales tax. We need to think about quality of life. A one way is more focused on the pedestrian. There is no assurance that this will increase the merchants' customers. I think a two way street is more preferable and not only helps the merchants, but the whole community.

Councilmember Campbell: I still support a two way alternative but earlier in the evening, someone commented that we have our minds made up. That is not true. This has not been set up.

Councilmember Munns: It seems to be split 50/50 with the public's opinion. You can impulse-buy when walking, and a thoroughfare takes you to specific stores. People are worried about access to stores and would like the choice to be more ADA-friendly. Either way, we need to decide tonight.

Councilmember AlMBERG: Mr. AlMBERG commented on Dom Nozzi and that very little is more attractive than a vibrant, festive place filled with happy people. Sidewalk contacts are the small change from which a city's wealth in small town life can grow.

MOTION: Councilmember AlMBERG moved to direct staff to proceed with design of the one way angle parking alternative for the Pioneer Way Improvements. The motion was seconded by Councilmember Gerber.

AMENDED MOTION: Councilmember Paggao amended the original motion to direct staff to proceed with design of the two way angle parking alternative for the Pioneer Way Improvements. The motion was seconded by Councilmember Campbell.

City Attorney Hite did not feel that Mr. Paggao's motion is an amendment to the original motion. Mayor Slowik let the amended motion stand. Councilmember Paggao spoke to his amended motion noting that when he and his family purchase or dine, they go downtown.

VOTE ON THE AMENDED

MOTION: Councilmembers Campbell, Munns, and Paggao voted in favor of the amended motion. The amended motion was opposed by Councilmembers AlMBERG, Gerber, Palmer, and Severns. The amended motion did not carry.

SECOND AMENDED

MOTION: Councilmember Severns amended the original motion to select alternative 0 and direct staff to proceed with design of a two way alternative with parallel parking. The motion was seconded by Councilmember Paggao.

Alternative 0 would replace in kind the existing street configuration and leave the existing on-street parallel parking, sidewalk width, and traffic configuration unchanged.

VOTE ON THE SECOND AMENDED

MOTION: Councilmembers Paggao, Palmer, and Severns voted in favor of the second amended motion. The second amended motion was opposed by Councilmembers AlMBERG, Gerber, Munns, and Campbell. The second amended motion did not carry.

VOTE ON THE ORIGINAL

MOTION: Councilmembers AlMBERG, Gerber, Palmer and Severns voted in favor of the original motion. Councilmembers Campbell, Munns, and Paggao opposed the motion. The original motion to direct staff to proceed with design of the one way angle parking alternative for the Pioneer Way Improvements carried.

Mayor Slowik called for a five-minute break and the meeting reconvened at 10:20 p.m.

Fire Department Reorganization Proposal

Fire Chief Mark Soptich presented a proposal to reorganize the Fire Department and a resolution to authorize payment for two different classes of employee for off-duty command responsibilities. To account for off-duty command responsibilities, the resolution authorizes a per-shift amount of "inconvenience pay" for management-exempt employees assuming that duty. Additional compensation does not alter the status of salaried employees if they are otherwise paid on a salary basis. The additional pay represents the additional duties, not the specific number of hours involved, so it is to be paid on the basis of the shifts for which command responsibility is assigned. Chief Soptich talked about the differences between the original 9/15/09 organizational chart and the proposed 12/1/09 organizational chart. The revised proposal includes the following changes to the September 15th proposal:

- 1) The Deputy Chief Paid On Call position has been removed.
- 2) The Fire Prevention Specialist/Public Educator/PIO position is retained as part of the re-organizational structure but is unfunded at this time. Funding will be included in the department's budget process for the 2011 - 2012 budget cycle.

The cost to implement the proposal in 2010 is \$37,887 and the funding sources are:

Deputy Chief of Operations, a FTE position	\$ 5,897	Funding source – 2010 Fire Department Budget
2 POC Captains (pay increase)	\$ 2,000	Funding source – 2010 Fire Department Budget

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4 POC Captains (new positions)	\$ 3,000	Funding source – 2010 Fire Department Budget
Command Inconvenience Pay	<u>\$26,990</u>	Funding source - General Fund
Total	\$37,887	

Exempt status of the Deputy Chief of Fire Prevention position is better defined as the management of Paid On Call personnel would be assigned to this position.

Mayor Slowik called for public comments but there were none.

Council Discussion

Discussion followed about how the \$26,990 Command Inconvenience Pay fits into the budget, and that POC Captains should be corrected to read POC Lieutenants. Mr. Merriman noted that Command Inconvenience Pay used to be \$48,000 which was taken out and put back into the ending fund balance, but now is only \$26,990 which is already in the ending fund balance. This amount is not inscribed indefinitely, but it will be reviewed during the budget cycle and is an amount that could be found and funded in future years. The question was asked if, \$82,000 represents a project surplus at the end of this year and is the reserve, then why is \$26,990 being taken out of the general fund when that amount seems to be in place. Mr. Merriman responded that for 2010, the \$82,000 surplus at the end of the year goes into the ending fund balance which is the same place we go to next year to fund the \$26,990. This does not permanently raise the baseline for the Fire Department's budget. The reorganization chart's staffing is put in place for 2010 and the future.

MOTION: Councilmember Severns moved to approve the proposed reorganization of the Fire Department and Resolution 09-27, Command Inconvenience Pay, in the amount of \$26,990. The motion was seconded by Councilmember Munns and carried unanimously.

Contract Award – RBC Diversion Pump Station Upgrade

City Engineer Eric Johnston presented this agenda bill which recommended the award of a construction contract for the RBC Diversion Pump Station Upgrade to Ebenal General. Inc. in the amount of \$119,277.94. Staff received and opened eleven sealed bids on November 24, 2009. IMAC, Inc. submitted a bid at \$110,729.52, however, IMAC notified City staff one day after the bid opening that they had made an error on their bid and asked to be removed from the bidders list. The Engineer's estimate for this project is \$124,802.17.

Mayor Slowik called for public comments but there were none.

Council Discussion

Discussion followed about previous experience with Ebenal (this company was involved with the Oak Harbor High School and Stadium projects) and if IMAC's bid bond would be pursued (no). Discussion continued about what would be done with the existing two generators.

MOTION: Councilmember Munns moved to:

1. Authorize the Mayor to sign a contract with Ebenal General, Inc. in the amount of \$119,277.94.
2. Authorize the City Engineer to administratively approve changes to the construction contract totaling not more than \$12,000.00.

The motion was seconded by Councilmember Campbell and carried unanimously.

Final Consideration – Resolution, Legislative Priorities

City Administrator Paul Schmidt presented the revised resolution for 2010's Legislative Priorities. Mayor Slowik called for public comments but there were none.

MOTION: Councilmember Munns moved to approve Resolution 09-24 identifying 2010 Legislative Priority Issues. The motion was seconded by Councilmember Palmer and carried unanimously.

Introduction – Marina Rate Increase and Project Funding Approach

Councilmember Munns asked to be recused since she slips a boat at the Marina; Councilmember Severns asked to be recused because he rents a Marina storage unit. Development Services Director Steve Powers presented this introductory agenda bill for certain rate increases for the Marina and a proposed funding approach for the Marina's redevelopment project. The Marina is operated like an enterprise fund. The Marina's operations and maintenance, as well as any capital improvements, are funded by the revenue it generates. Permanent moorage rates were last increased at the beginning of 2007 and guest moorage rates were last increased in 2004. The last date of increase for other rate categories varies as well. Although the rates have been somewhat static over time, operational and maintenance costs have increased. An examination of the anticipated expenditures and revenues (as reflected in the 2009-2010 budget) shows that a rate increase is necessary for the Marina if it is to meet both its operation and maintenance needs and to begin to accrue a cumulative reserve to be used for undertaking the redevelopment project. In undertaking a review of the sufficiency of the existing rates, staff used the following basic assumptions:

1. The Marina rates must support its operation and maintenance needs and must be set accordingly. Rates should not only be benchmarked to those of other marinas.
2. The Marina rates must generate enough revenue to build up a cumulative reserve. These funds will be allowed to accumulate and will be used to pay for future capital projects (e.g. float replacement). The annual target for the cumulative reserve is \$300,000 per year.
3. Any dredging project will not be funded by the cumulative reserve but will instead be funded through a separate dredging fee.
4. It will be necessary to borrow the money to dredge using the dredging fee as the revenue stream. The City may choose to issue bonds or to borrow from itself.

The current Marina fees are codified in the Municipal Code. Any revision to the fees requires an amendment to the Code. Staff proposes that the appropriate code sections be revised to indicate that the fees will be established by City Council resolution. This approach still requires

City Council approval but does not involve amending the code. A proposed engineering services contract for dredging and mitigation design is tentatively scheduled for the December 15, 2009 City Council meeting. Reid Middleton has provided the City estimated costs for design, construction administration, and construction. These estimated costs have been utilized by staff to develop an estimated dredging fee. It was noted that a dredging fee is not being proposed at this time. This concept was provided for information purposes only so that the City Council may be made aware of the possible scope of funding needs. Using the estimated costs and a fee based on lineal feet of occupied slip space, a dredging fee of \$1.91 per lineal foot per month was calculated. This dredging fee would be in addition to the base moorage rate.

Mayor Slowik called for public comments at 10:45 p.m.

Steve Williford, 2541 SW Petes Lane. Mr. Williford spoke as a member of the Marina Advisory Committee. There are two issues: First, the Marina community – staff and the advisory committee, did not raise rates in 2008 because of the economy. The 2008 rate raise would have been 3% and now we are looking at 11%. Tenants will not be happy. I am concerned about the process to bring this proposal forward in such a rapid manner. There was no mention of this proposal in the November Marina newsletter. On November 2nd, the advisory committee met but staff wasn't ready to address the amount. The advisory committee held a special meeting on November 16th, but this issue went to the Governmental Services Standing Committee on November 9th before first coming to the Marina Advisory Committee. Still, there was no announcement to the Marina tenants until yesterday that there would be a rate increase. You have a lot of stakeholders/tenants that are hearing about this very late. We need a public meeting at the Marina, not a Public Hearing in this room. We should have been increasing rates in 2008 and 2009 and now we are hit with 11%. We need to explain this to our tenants. Have a public meeting with the tenants and market this increase. I support the 11%, but think this will be onerous to the Marina's rank and file in this economy.

Bob Nelson, 1415 SE 9th. I have a boat on F Dock and have been there for 5 years. 11% is a big jump and I recommend a 5% increase over the next three years which would ease the rate increase in place. Look at ways to cut costs and increase revenues. Mayor Slowik commented that Mr. Nelson is being appointed to the Marina Advisory Committee.

Byron Skubi, 1279 Penn Cove Road. Dr. Skubi has been a continuous tenant at the Marina for the last 30 years. I can live with the 11%. We need to build up the reserve fund. There are two problems: The 11% will be across the board. If it includes guest moorage, there should be a larger increase for that moorage. Oak Harbor Marina guest moorage is 50% below other guest moorage rates. Secondly, commercial users, especially at the boat ramp, use the ramp for free and we are paying for that ramp and its maintenance. We need some way to capture funds from commercial users and increase guest moorage.

Richard Cole, P.O. Box 1516. Mr. Cole lives aboard on C Dock. I believe that user fees are appropriate and long-term budget plans are vital. I think the 11% will be a bit of a bombshell. With the nature of the economy and the nature of boat ownership, people may decide not to keep their boats in Oak Harbor. Streaming out over several years is the way to go and Mr. Cole agreed with portioning an increase out over each of three years. The Marina community needs to have more timely information.

With no other comments coming forth, Mayor Slowik closed public comments at 11:00 p.m.

Council Discussion

Discussion followed about the state of the economy, how to look at these issues from staff to Marina Advisory Committee to standing committees and then Council, commercial users on the ramp, and the details of the rate increase which had been presented to committees. Discussion continued about the City's bonding capacity, that a rate increase would positively affect debt coverage when considering bonding capacity, and further consideration of spreading out the rate increase over several years. Council asked about interfund repairs and maintenance which are represented by another department's work – such as Public Works – on Marina repairs or purchases for repairs. When there are general fund expenses in an enterprise fund, those expenses are charged to those funds. Discussion followed about the \$300,000 debt service margin as it works toward 2012, the insulated water pipe installation currently being done at the Marina which would remain in place (started shoreside and going to bottom of the gangway), and how to best define what the rate increase gives the Marina users.

MOTION: Councilmember Campbell moved to schedule the Marina rate increase and project funding approach agenda bill for the December 15, 2009 City Council meeting. The motion was seconded by Councilmember Severns and carried unanimously.

City Administrator's Comments

City Administrator Paul Schmidt talked about standing committee dates, the exit audit for the Finance Standing Committee, and the WWTP lagoon issues.

Council Members' Comments

Council Members gave available standing committee reports, talked about the tough decisions that have to be made, and that AWC will be presented copies of the Legislative Priority Issues Resolution.

Mayor's Comments

Mayor Slowik noted that he and City Administrator Schmidt were going to Olympia the next morning to participate in the Mayors and City Managers meeting. They hope to meeting with Governor Gregoire and Senator Haugen. The Holiday Open House will be December 11th in City Council Chambers: 3:00 p.m. – 5:00 p.m. for Chamber members and volunteers; 5:00 p.m. – 7:00 p.m. for the Navy League and Navy. Admiral Symonds will also be here.

ADJOURN

With no other business coming before Council, **Councilmember Campbell moved to adjourn; the motion was seconded by Councilmember Gerber and carried unanimously.** The meeting adjourned at 11:30 p.m.

Connie T. Wheeler
City Clerk

CASUAL HOUSE

fashion • footwear • gifts

December 1, 2009

Oak Harbor Mayor & City Council
865 SE Barrington Dr
Oak Harbor, WA 98277

We've invested in our buildings and possibly mortgaged our futures in order to enhance our downtown. Physically over the last five years, downtown has been transformed with positive results.

We've formed the Harborside Merchants Association first and foremost to promote the Roger Brooks and Windjammer Projects in order to act as a lobbying body with the City. We hope to be a positive force for improvement. Members of our Association sat on the Windjammer Committee through two year of planning. Through all that investment, involvement and planning there was never the consideration of a one-way street.

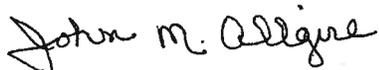
As you can see many of us, vested in downtown, are concerned about the effects of a one-way street revision on business. We believe a two-way plan gives our customers the best access to our businesses, without disrupting their existing habits. Those habits are valuable to all of us and have taken years of work, advertising and dollars to establish.

John D. Edwards, with 35 years in traffic, planning and parking, stated in an article in "Main Street News," in June 2002, that "perhaps the most important reason for changing the traffic flow of a downtown street is to improve the economic well being of the commercial district. A survey of 25 towns and cities that have converted their main streets (from one-way to two-way) show that many have experienced significant reductions in vacant floor space after the conversion. All the communities surveyed reported positive results after converting their one-way street to two-way traffic, and many reported substantial private investment, stimulated by conversions that coupled with Streetscape projects."

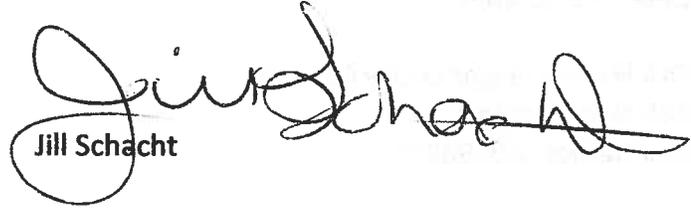
I firmly believe a one-way street can be potentially devastating to business in downtown. There are no guarantees, and you are putting us all at risk for what is essentially an experiment.

There are positive elements of the Streetscape Plan that can be implemented without a one-way street. I understand that the engineering has been prepared, but where is equal time spent on the impact of a one-way street on business. Moving ahead without adequate research is irresponsible. I also understand that this administration wants to be the one to finally implement a plan. Just don't throw the businesses out with the bath water. Your legacy could be a ghost town.

Respectfully,



John M. Allgire



Jill Schacht

City of Oak Harbor
City Council Agenda Bill

Bill No. 2
Date: December 15, 2009
Subject: Councilmember Eric Gerber

FROM: Jim Slowik, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

SUMMARY STATEMENT

The Mayor and City Council will recognize Councilmember Eric Gerber for his 8 years of service on the City Council.

STANDING COMMITTEE REPORT

None

RECOMMENDED ACTION

None

ATTACHMENTS

None

MAYOR'S COMMENTS

None

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

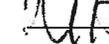
Bill No. 3

Date: DECEMBER 15, 2009

Subject: PUBLIC COMMENTS

FROM: Jim Slowik, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

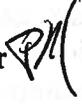
 Jim Slowik, Mayor
 Paul Schmidt, City Administrator
 Doug Merriman, Finance Director
 Margery Hite, City Attorney

SUMMARY STATEMENT

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

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. CJA 4A
Date: December 15, 2009
Subject: Wellness Policies & Procedures

FROM: Paul Schmidt, City Administrator 

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

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

PURPOSE: The purpose of this agenda item is to update the Wellness Committee Policies and Procedures.

SUMMARY STATEMENT: The City of Oak Harbor has had a Wellness Program since May 2002. The Wellness Committee has criteria that it must meet to be eligible to apply for the AWC Employee Benefit Trust "WellCity" Award. The Awards are based on requirements met the prior year. So, to be eligible for the 2010 WellCity Award, all requirements must be met in the 2009 calendar year. The City of Oak Harbor Wellness Program has won the WellCity Award for the past four years.

Beginning in 2011, the AWC Employee Benefit Trust will provide financial reward to members with outstanding wellness programs. Trust members who earn the 2011 WellCity Award will receive a 2% premium discount on Regence Blue/Shield and Asuris Northwest Health employee and spouse premiums. This discount will be applied to the following year's premium.

The WellCity standards have been updated for the calendar year 2009. There are nine WellCity standards that the City must meet:

1. Developing Policies & Procedures - Formal adoption of the wellness program through policies, resolutions, ordinances and budget appropriations designed to create a strong foundation for building a healthy work environment.
2. Gaining Management Support - Demonstrated support and participation among elected officials and all levels of management; open communication between wellness committee and managers.
3. Creating a Wellness Committee - Documented wellness committee guidelines, structure and responsibilities.
4. Weaving Your Wellness Network - Identifying internal champions and external partners, making best use of available resources.

5. Assessing Program Needs - Using data to drive results; collecting information on the employee population to build a wellness program tailored to your city's needs.
6. Building an Infrastructure of Health - Environmental and physical accommodations that support employee health and create a health work culture.
7. Forming an Operating System - Successful programs have a road map that includes goals, objectives, timelines, budget and evaluation.
8. Planning Activities & Interventions - Program offerings should align with the outcome of the needs assessment, be well balanced and consider the population's readiness to change.
9. Evaluating Progress & Outcomes - Evaluation plans are tied to goals and objectives.

The current City of Oak Harbor Wellness Policy doesn't meet all the new requirements. However, the adoption and implementation of the updated and attached new policies and procedures will provide the City of Oak Harbor a Wellness Policy that will comply with the new AWC standards.

The WellCity Award criteria mirrors health promotion industry standards for programs that have proven positive outcomes.

Employees of WellCities are healthier than those of other cities based on their average Health Risk Assessment Scores (HRAS). HRAS is a reference measure of overall health, derived by the health questionnaire provided to AWC Trust-insured employees annually through the Wellness Works program.

The research is clear that health risks drive health costs. Healthy (low risk) employees have lower health-related costs including direct medical care, absenteeism, disability, workers' compensation and productivity. Management and City staff work together to reshape attitudes, values and norms, creating an environment that supports employee health and productivity.

STANDING COMMITTEE REPORT:

This matter was brought before the Government Services Committee on December 14, 2009.

RECOMMENDATION:

Approve Resolution No. 09-30 adopting the attached City of Oak Harbor Wellness Committee Policies and Procedures.

ATTACHMENTS:

City of Oak Harbor Wellness Committee Policies and Procedures

MAYOR'S COMMENTS:

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Wellness Policies & Procedures
Agenda Bill - 2

A RESOLUTION ADOPTING THE CITY OF OAK HARBOR WELLNESS COMMITTEE POLICIES AND PROCEDURES

WHEREAS, the City of Oak Harbor has had a Wellness Program since May 2002; and

WHEREAS, the City of Oak Harbor has won the WellCity Award for the past four years; and

WHEREAS, beginning in 2011 the AWC Employee Benefit Trust will provide financial reward to members with outstanding wellness programs. Trust members who earn the 2011 WellCity Award will receive a 2% premium discount on Regence Blue Shield and Asuris Northwest Health employee and spouse premiums. This discount will be applied to the following year's premium; and

WHEREAS, the Wellness Committee must meet certain criteria to be eligible to apply for the AWC WellCity Award; and

WHEREAS, the City of Oak Harbor Wellness Committee needs to develop policies and procedures to meet the required criteria; and

WHEREAS, it is the purpose of this Resolution to establish policies and procedures for the City of Oak Harbor Wellness Committee that will serve as a guide to the Committee regarding their activities and transactions. All policies and procedures may be modified, amended or deleted;

NOW, THEREFORE, be it resolved by the City Council of the City of Oak Harbor as follows:

1. The Mayor is hereby authorized and directed to execute said policies and procedures for the City of Oak Harbor Wellness Committee, a copy of which is attached hereto and by this reference made a part hereof.

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

THE CITY OF OAK HARBOR

Mayor

Attest:

City Clerk

City of Oak Harbor

Wellness Committee Policies & Procedures

POLICY: The City of Oak Harbor recognizes that employees are critical to the quality and efficiency of local government services. The health of its employees directly affects their ability to perform their job duties and provide services to its citizens. The health of employees also has a direct affect on the costs to the City. Cities with a high level of wellness programming show health costs markedly below cities with low-to-moderate wellness programming efforts; the average savings over the AWC study period was nearly \$300 per person per year -- 28% reduction in sick leave absenteeism, 26% reduction in health costs and 30% reduction in workers' compensation claims costs. The City recognizes its need to contribute in a positive way to the health and well-being of its employees. This policy is established as a means to provide information and activities to City employees and encourage health and safety in the work environment.

GOAL: To support wellness in the workplace by creating a wellness program of health education and fitness activities that meets the needs and interests of the employees.

SCOPE: All City of Oak Harbor employees including full-time, part-time, contract and seasonal may participate.

VOLUNTARY PARTICIPATION: Employee participation in the wellness program and activities is voluntary.

WELLNESS INCENTIVE PROGRAM: The wellness incentive program is strictly voluntary and employees may terminate their participation at any time. The incentive program is available to all regular full-time employees as well as paid-on-call firefighters. Each participant must sign a Participant Assumption of Risk, Waiver & Release form to be eligible for the incentive. Employees are responsible for paying their own fees each month to the fitness facility. This wellness incentive program provides a \$20 monthly incentive to employees who meet the requirements of attending a fitness facility (or other alternative as approved by the Wellness Committee) a minimum of 12 times per month. The Wellness Committee may elect to increase the minimum number of times to attend the facility each month in order to obtain the incentive and will provide participants notice of such change at least two months ahead of the scheduled increase.

WELLNESS COMMITTEE: The Wellness Committee will be comprised of 6-8 members who have volunteered to be on the Committee. The following departments are strongly encouraged to have at least one member on the Committee: City Hall, Fire Department, Police Department, Marina, Public Works and Senior Center. Membership on the committee is strictly voluntary.

Members of the Wellness Committee will serve an indefinite term and are encouraged to be enthusiastic in supporting the purpose and goals of the Wellness Committee.

The Wellness Committee will meet at least once a month during regular business hours and will follow an agenda prepared by the Chairperson of the Committee.

If a member has more than 5 unexcused absences, the Committee may vote to remove that member from the Committee.

Duties of the Wellness Committee Members.

- Attend the monthly one-hour Committee meeting.
- Attend AWC Healthy Worksite Summit and AWC Employee Health Academy (at least two Committee members or more each year), workload and staffing availability permitting.
- Provide enthusiastic support for the purpose and goals of the Committee.
- Create a sense of employee ownership by participating in the planning and promotion of wellness activities.
- Help plan, implement and promote wellness programs. Share ideas freely, raise any concerns or objections and offer alternative solutions when a decision is to be reached by consensus.
- Assist (as required) other members in the execution of wellness events.
- Represent your department and educate them about the various wellness activities.
- Perform evaluations of on-going programs and activities.
- Provide peer support and advocacy to boost wellness program participation.
- Share responsibilities to lessen the workload impact on the Chairperson.
- Prepare an annual budget for presentation to the City Administrator for program support.
- Inform another attending member if not able to attend a meeting.

Duties of the Chairperson.

- Set the time and place of meetings (usually the third Tuesday of the month in the Mayor's Conference Room).
- Communicate with all members of the Committee to coordinate meeting dates/times.
- Prepare an agenda in advance of the meeting and distribute copies to Committee members along with notice of the meeting.
- Manage the agenda and discussion at the meeting.
- Responsible for AWC bi-yearly activity reports, operating timeline, WellCity application and any other reports or award applications/grants.
- Keep the Mayor and City Administrator apprised of Wellness Committee program plans.

Duties of the Secretary.

- Take minutes at the Wellness Committee monthly meeting.
- Promptly type up the minutes and e-mail to Committee members for their review/comment.
- Keep original signed minutes in the Annual Wellness Committee Notebook.

Confidentiality. Confidentiality is important in all health education activities. Because the Wellness Committee may offer programs about potentially sensitive issues, the transactions and interactions regarding personal and medical information that take place in the City's wellness programs will be confidential and will be respected as such. Employee participation will strictly be on a voluntary basis and will be respected.

COMMITTEE PROCEDURE:

Build a foundation.

- Create a mission statement.
- Access the City's working environment by considering the possible support systems and challenges.
- Successfully develop and promote the wellness program.
- Set program policies to address participant confidentiality, employee eligibility and any City policies that govern wellness activities, including employee participation.
- Gain the support of everyone involved, including management, department heads and employees.
- Identify topics that work toward the program's mission and meeting the needs and interests of employees.
- Involve employees by conducting a needs and interests survey.

Design the program.

- Establish program goals and objectives.
- Develop a means of evaluation to measure the level of satisfaction with the program and assist in the planning of future activities.
- Select program activities that encourage employees to become involved.
- Establish a program budget.
- Create a program timeline and schedule that includes all wellness program activities and any other events which will conflict with, support or otherwise influence the program.
- Select vendors and materials.
- Delegate responsibilities to different members of the Committee.

Promote and facilitate the program.

- Promote the program and activities to raise employees' awareness of the enthusiasm for the worksite wellness program, to stimulate and maintain high levels of participation and to keep the program visible.
- Build incentives into the program to not only reward participants, but to encourage and motivate participation.
- Introduce the program by communicating the City's commitment, previewing upcoming activities and leaving employees eager to participate.
- Facilitate the activities to help ensure a smooth program and satisfied participants.

PROGRAM ACTIVITIES:

- Behavior change programs such as nutritional information, stress reduction, smoking cessation and weight management.

- Motivational programs such as interdepartmental and employee group challenges for healthful eating, exercise and stress reduction programs.
- Information and awareness programs such as flyers, paycheck stuffers, bulletin boards, brown bag lunch sessions, wellness seminars, workshops and classes.
- Offer the annual AWC Health Check Plus health and fitness testing program.
- Explore opportunities to develop and institute additional wellness incentives and policies that contribute to the health and well-being of employees and their family members.

PROGRAM BUDGET:

- Apply for available AWC grants for wellness program.
- Solicit the City for budget resources. Currently the Wellness budget is part of the Human Resources budget.

PROGRAM COSTS:

- Depending on the nature of the activity, programs may be provided at cost, low costs or no cost.

MANAGEMENT PROGRAM INVOLVEMENT:

- The City Administrator will provide staff time to members of the Wellness Committee to conduct its activities.
- The City Administrator will allow employees to have release time for wellness activities and programs as the normal work demands are appropriately met.
- To use Action Groups composed of volunteers from the workforce to help implement specific wellness program activities.

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

Agenda Bill No. C/A 4B
Date: December 15, 2009
Subject: Marina Advisory Committee
Appointments

FROM: Jim Slowik, Mayor

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

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

SUMMARY STATEMENT:

Pursuant to OHMC 2.39.030, the Marina Advisory Committee shall consist of five committee members. The committee members are appointed by the mayor subject to confirmation by the City Council per OHMC 2.39.040(1). As of December 31st, there will be two vacancies on the Marina Advisory Committee as the initial 1 year terms of Dave French (Position 1) and Steve Williford (Position 2) will expire. Subsequent terms for Positions 1 and 2 will be 3 years. Mr. Williford has asked that his name be removed from consideration.

Mayor Slowik is forwarding a recommendation that:

1. Dave French be re-appointed to Position 1 on the Marina Advisory Committee
2. Robert Nelson be appointed to Position 2 on the Marina Advisory Committee

Mr. French's and Mr. Nelson's terms would commence January 1, 2010 and would terminate on December 31, 2013.

STANDING COMMITTEE REVIEW:

There was no standing committee review.

RECOMMENDED ACTION:

Approve the recommendation to re-appoint Dave French to Position 1 and appoint Robert Nelson to Position 2 on the Marina Advisory Committee for a term of three years beginning January 1, 2010 and terminating December 31, 2013.

ATTACHMENTS:

Mr. Nelson's resume.

MAYOR'S COMMENTS:

Agenda Bill – Marina Advisory Committee Appointment

Page 1 of 1

Biography Form

Recommended Board Appointment for: Marina Advisory Board

Name: Robert Nelson Date: 11/9/09

Address: _____

City, State, Zip: Oak Harbor, WA 98277

Telephone Number: _____ Email Address: _____

Mailing Address (if different from above): _____

Resident of Oak Harbor/Whidbey Island for: 5 years _____
years/months

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

Retired October 1, 2004. I was the Division Quality Manager, then Corporate
Supplier Quality Manager while at PACCAR, Inc for 30 years. Prior to that I was
a Materials Engineer in the Quality Control Department of Caterpillar Tractor
in Illinois. I graduated from the University of Wisconsin in 1968 with a BS in
Metallurgical Engineering.

Local Group or Civic Affiliations: Past Commander of the Deception Pass
Sail & Power Squadron of United States Power Squadron;

President of Franssen Condo Association;

Member of Oak Harbor Yacht Club

Special Interests: Boating (sail & power), promoting safe boating, & traveling.

Other General Comments: Planning to take my boat to Alaska in late May
to September 2010

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. CJA 4c
Date: December 15, 2009
Subject: Transit Board Re-appointment

FROM: Jim Slowik, Mayor

INITIALED AS APPROVED FOR
SUBMITTAL TO THE COUNCIL BY:

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

SUMMARY STATEMENT:

Mayor Slowik is forwarding to the City Council for Board Re-Appointment of Council member Jim Palmer to the Island County Public Transportation Benefit Area Corporation (AKA Island Transit) Board of Directors.

According to Article II, The Governing Body – Board Composition, Section 2.1 of the Island County Public Transportation Benefit Area Corporation Bylaws:

The governing body of the Corporation shall consist of a Board of five (5) members, all of who shall be elected officials selected by and serving at the pleasure of the governing bodies of the component cities within the area and the County Commissioner in the area.

The membership of the Board shall be determined on the following basis:

- a. Two (2) members who are elected officials of the governing body of the County.
- b. The cities of Oak Harbor, Coupeville and Langley shall each have one (1) member on the Board.

STANDING COMMITTEE REVIEW:

There was no standing committee review.

RECOMMENDED ACTION:

Approve the recommendation to re-appoint Council member Jim Palmer to the Island County Public Transportation Benefit Area Corporation (AKA Island Transit) Board of Directors for a term of one year beginning January 1, 2010 and terminating December 31, 2010.

ATTACHMENTS:

None

MAYOR'S COMMENTS:

None

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

Bill No. 5
Date: December 15, 2009
Subject: Marina Rate Increase and Project
Funding Approach

FROM: Steve Powers, Development Services Director *SP*
Mack Funk, Harbormaster

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill proposes certain rate increases for the Marina and a funding approach for its redevelopment project. The City Council is asked to conduct a public hearing and consider approving an ordinance amending the Municipal Code and approving a resolution, which in combination will establish new rates for certain Marina services.

AUTHORITY

Oak Harbor Municipal Code (OHMC) Section 6.36.020 (2) authorizes the city council to modify rates for service and moorage by resolution.

SUMMARY STATEMENT

The Marina's operations and maintenance, as well as any capital improvements, are funded by the revenue it generates. Permanent moorage rates were last increased at the beginning of 2007 and guest moorage rates were last increased in 2004. The last date of increase for other rate categories varies as well. Although the rates have been somewhat static over time, operational and maintenance costs have obviously increased. An examination of the anticipated expenditures and revenues (as reflected in the 2009-2010 budget, plus projections for 2011-2013) shows that a rate increase is necessary for the Marina if it is to meet both its operation and maintenance needs and to begin to accrue a cumulative reserve to be used for undertaking the redevelopment project. It is recommended that the proposed increases be phased-in over a three year period.

DISCUSSION

The Marina is operated as an enterprise fund. It supports its operations and maintenance and funds capital improvements through the revenue it generates. As was noted above, it has been some time since rates have been evaluated for their sufficiency to support Marina operations and its capital replacement needs.

Funding Approach

In undertaking a review of the sufficiency of the existing rates, staff used the following basic assumptions:

1. The Marina rates must support its operation and maintenance needs and must be set accordingly. Rates should not only be benchmarked to those of other marinas.
2. The Marina rates must generate enough revenue to build up a cumulative reserve. These funds will be allowed to accumulate and will be used to pay for future capital projects (e.g. float replacement). The annual target for the cumulative reserve is \$300,000 per year.
3. Any dredging project will not be funded by the cumulative reserve but will instead be funded through a separate dredging fee.
4. It will be necessary to borrow the money to dredge using the dredging fee as the revenue stream. The City may choose to issue bonds or to borrow from itself.

The above funding approach is generally supported by the *City of Oak Harbor Comprehensive Financial Management Policy*. Specific policies that support this concept include:

General Revenue Policies – Current revenues will be sufficient to support current expenditures.

Enterprise Revenues – To ensure that enterprise funds remain self-supporting, user fees and rate structures will be incorporated to support the total direct and indirect costs of operations, capital facilities maintenance, debt service, depreciation and pass-through rate increase from source of supply vendors.

Long-Term Debt Policies – Where possible, the City will use special assessment revenue or other self-supporting bonds instead of general obligation bonds.

Cumulative Reserve Utilities Fund¹ – A cumulative reserve shall be established by the Water, Wastewater, Solid Waste and Storm Drain Funds to replace utility capital, plant and equipment. The long-term goal of this fund is to accumulate sufficient cash for capital needs appropriate within the scope of operations.

Expenditures and Revenues

The largest normally occurring expenditures within the Marina operations are those for personnel (direct and indirect), items purchased for resale (fuel) and public utility services. These items account for approximately 70 percent of the adopted 2009 expenditure budget. The largest revenue sources are permanent moorage, storage and guest moorage. These total approximately 60 percent of the adopted 2009 revenue budget.

A review of the 2009 budgeted revenues versus expenditures found that the existing rates are sufficient to meet operational and minor maintenance needs. However the existing rates are not sufficient to generate the proposed \$300,000 per year reserve. A rate increase of approximately

¹ While the Marina is not one of the named utilities, this concept should still apply.

eleven (11) percent for certain revenue categories would be necessary to generate the \$300,000 reserve in 2010.

During the introduction of this agenda bill at the December 1st meeting, the City Council received comment from marina customers and the Marina Advisory Committee recommending the proposed increases should be phased-in over time. It was suggested that perhaps three, five (5) percent increases over the period of 2010-2012 would be more appropriate than a single eleven (11) percent increase for 2010. Some Council comment was also offered in this direction. In response to these comments staff has revised the draft resolution for the rate schedule accordingly.

The fees selected for the proposed increase are moorage (permanent and guest), storage sheds, trailer storage, electricity, and environmental compliance and launch/hoist fees. These fees were selected as they are direct user fees for service. Please see the attached spreadsheet for revenue and expenditure details (Attachment 1).

During preliminary discussions on rates, both the Marina Advisory Board and the Governmental Services Standing Committee suggested that the City should find appropriate methods to charge for commercial use of the Marina's facilities. Staff will study this topic and make a separate proposal as to any additional commercial fees that should be charged.

Comparisons

During any rate discussion it is common for the public and City Council to ask how the proposed rates compare to other similar cities or to competitors. A discussion of marina rates is no different. Marinas typically cited as comparable include Port Townsend, La Conner, Everett, Kingston and Cap Sante (Anacortes). Of these staff is of the opinion that Everett, La Conner and Port Townsend offer the closest comparison. A review of the existing rates against the average of these three marinas finds that Oak Harbor's rates are set at are generally between 66 and 84 percent of the average, depending on slip size and type. If the proposed five (5) percent rate increase is approved, Oak Harbor's rates would still be generally between 70 and 88 percent of the average. Please see Attachment 2 for a moorage rates comparison.

Please note that these comparisons are offered for informational purposes only and not as a justification to support the proposed increase. The rates for Oak Harbor's marina should be set at a level to achieve the goals for the marina.

Redevelopment Project

As was previously noted staff proposes that rates be set at a level that would build a cumulative reserve fund to be used for the capital replacement portion of the redevelopment project. When the City Council awarded the Phase 1 contract it provided direction to staff to develop a schedule and funding strategy to undertake dredging of the marina. Significant progress has been made in meeting this directive. A proposed engineering services contract for dredging and mitigation design is tentatively scheduled for the December 15th City Council meeting. Reid Middleton has provided the City estimated costs for design, construction administration and construction. These estimated costs have been utilized by staff to develop an estimated dredging fee. Please

note that the dredging fee is not proposed at this time. This concept is provided for information purposes only so that the City Council may be made aware of the possible scope of funding needs. Using the estimated costs and a fee based on lineal feet of occupied slip space, a dredging fee of \$1.91 per lineal foot per month was calculated (please see Attachment 3). This dredging fee would be in addition to the base moorage rate.

Amending the Code

The current marina fees are codified in the Municipal Code. Any revision to the fees requires an amendment to the Code. Staff proposes that the appropriate code sections be revised to indicate that the fees will be established by City Council resolution. This approach still requires City Council approval but does not involve amending the code. To that end a proposed code amendment and a proposed fee resolution are attached to this agenda bill for City Council's consideration (please see Attachments 4 and 5). Please note that the resolution provides for a five (5) percent increase for the selected charges in 2010, 2011 and 2012.

The proposed code amendment includes a couple of housekeeping items. The fees for the boat dolly, pressure washer and tidal grid rental are repealed as those services are no longer provided. Additionally, the existing environmental compliance fee is re-established.

SUMMARY

It is necessary for the Marina to generate sufficient revenues to fund its operations and maintenance needs. If the City intends to move forward with the balance of the redevelopment project, rates must be set at more than the minimum operations and maintenance level. Staff proposes a funding approach that will build a cumulative reserve fund. After sufficient funds are generated additional phases of the redevelopment project will be undertaken. If City Council wishes to dredge all or part of the Marina in the near future staff proposes that it be funded with a separate dredging fee.

During the introduction of this agenda bill at the December 1st meeting, the City Council received comment from members of the public and the Marina Advisory Committee recommending the proposed increases should be phased-in over time. It was suggested that perhaps three, five (5) percent increases over the period of 2010-2012 would be more appropriate than a single eleven (11) percent increase for 2010. Staff has revised the draft resolution for the rate schedule accordingly.

MARINA ADVISORY COMMITTEE

The proposed rate increase and redevelopment plan funding approach was presented to the Marina Advisory Committee at a special meeting on November 16, 2009 and at their regular meeting on December 7, 2009.

STANDING COMMITTEE REPORT

The proposed rate increase and redevelopment plan funding approach was presented to the Governmental Services Standing Committee at their meeting on November 9, 2009 and on December 14, 2009.

RECOMMENDED ACTION

- Conduct public hearing
- Approve ordinance amending portions of Oak Harbor Municipal Code Chapter 3.63.
- Adopt resolution establishing a Marina rate schedule.

ATTACHMENTS

- Attachment 1 2009-2010 Expenditures and Revenues Spreadsheet
- Attachment 2 Moorage Rates Comparison Table
- Attachment 3 Redevelopment Project Funding – Phases 1 and 2
- Attachment 4 Draft Ordinance
- Attachment 5 Draft Resolution

MAYOR'S COMMENTS

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
MARINA REVENUES	24,385.04	26,753.54	29,062.60	29,793.93	31,493.73	42,131.00	25,877.40	34,000.00	34,000.00	34,112.23	33,284.61	31,948.13
410.00.318.020.0000 LEASEHOLD EXCISE TAX	-	-	-	20,325.00	-	42,131.00	8,076.42	2,000.00	2,000.00	0.00	0.00	0.00
410.00.324.002.4000 MARINA PARKS GRANT	-	243.16	236.83	46.56	-	1,155.00	395.00	2,000.00	2,000.00	100.00	100.00	100.00
410.00.341.070.0000 SALES OF MERCHANDISE - TAXABLE	-	4,984.61	4,728.69	4,410.98	4,613.36	4,781.13	4,713.04	10,250.00	10,762.50	11,300.93	11,866.06	12,160.43
410.00.346.050.0000 ENVIRONMENTAL COMPLIANCE	44,947.14	42,676.91	43,520.55	43,342.11	48,783.64	49,000.20	48,008.78	61,000.00	61,000.00	66,277.50	69,038.68	69,455.61
410.00.347.030.1000 ELECTRICITY	88,792.47	103,650.46	117,303.52	129,358.97	131,765.53	129,234.33	119,179.38	203,915.00	224,000.00	224,189.40	255,162.47	289,093.67
410.00.347.030.3000 GASOLINE	58,466.68	70,580.22	102,163.91	142,666.49	146,409.31	145,529.57	172,609.62	242,991.00	267,000.00	280,049.80	319,397.59	359,486.47
410.00.347.030.3100 OTHER PETROLEUM	971.08	1,457.67	1,426.64	1,816.51	1,807.03	1,628.34	1,792.16	2,100.00	2,100.00	2,120.28	2,253.53	2,410.07
410.00.347.030.3300 KEY CARDS	2,250.00	480.00	1,924.58	920.00	1,915.00	865.00	260.00	300.00	2,000.00	1,168.33	1,056.56	1,484.59
410.00.347.030.3400 DOLLY	-	20.00	(88.00)	-	30.00	30.00	0.00	0.00	0.00	(2.00)	(15.33)	(21.16)
410.00.347.030.4000 GRID	-	47.00	(175.00)	-	-	-	0.00	0.00	0.00	0.00	0.00	0.00
410.00.347.030.4100 LAUNCHER/HOIST CARD LEASE	6,002.85	5,154.20	1,980.00	1,614.00	1,606.00	1,506.00	1,843.88	2,000.00	2,100.00	2,206.00	2,315.25	2,370.82
410.00.347.030.4200 SHOWER - ICE	5,108.03	5,171.46	5,160.00	5,153.73	5,137.73	4,652.52	4,871.40	5,500.00	5,500.00	5,418.85	5,524.41	5,500.00
410.00.347.030.4300 GUEST MOORAGE	91,452.54	88,740.79	83,736.26	84,872.43	70,773.18	66,710.36	57,866.54	70,000.00	73,500.00	77,176.00	81,033.75	82,876.68
410.00.347.030.4400 OTHER	702.80	830.89	784.06	457.40	524.45	98.17	0.00	0.00	0.00	124.52	44.54	33.81
410.00.347.030.4500 LAUNDROMAT	2,954.41	2,108.10	2,414.50	1,774.60	2,990.81	2,659.26	2,098.05	2,500.00	2,500.00	2,583.22	2,501.71	2,430.20
410.00.361.011.0000 INVESTMENT INTEREST	6,990.12	7,741.09	10,656.16	15,965.01	31,657.72	33,782.00	31,438.47	25,000.00	25,000.00	29,377.64	26,921.62	27,947.55
410.00.361.040.0200 INTEREST ON TAXES (LEASEHOLD)	219.91	56.18	82.87	57.82	182.32	178.57	68.76	0.00	0.00	88.94	66.86	44.28
410.00.361.040.0200 INTEREST ON ACCTS RECEIVABLE	-	11.77	-	57.82	-	-	-	0.00	0.00	0.00	0.11	0.13
410.00.362.050.0000 HOIST CARD LEASE	-	-	3,606.54	2,857.04	2,062.95	1,970.20	552.67	2,100.00	2,400.00	1,698.59	1,697.89	2,104.38
410.00.362.050.0000 PERMANENT MOORAGE	600,486.19	585,607.63	613,763.96	612,857.33	683,083.64	726,769.62	720,313.42	764,520.00	802,746.00	842,893.30	886,027.67	908,268.12
410.00.362.050.1000 LIVE ABOARD FEES	9,755.14	8,674.41	7,393.86	7,167.72	9,162.62	8,782.94	7,652.69	8,625.00	8,625.00	8,792.34	8,474.17	8,686.20
410.00.362.050.2000 PARKING-TRAILER STORAGE	11,822.20	13,265.02	14,738.03	14,953.27	16,408.16	16,406.44	11,677.54	14,000.00	14,700.00	15,435.00	16,206.76	16,695.71
410.00.362.050.3000 STORAGE SHED	78,963.44	68,232.44	73,743.67	73,049.34	76,231.48	64,944.72	82,044.40	84,876.00	99,616.75	104,599.69	106,823.67	112,466.93
410.00.362.050.3100 STORAGE SHED - NO TAX	1,090.66	3,473.65	3,076.32	3,076.32	2,826.32	3,054.60	2,794.40	3,450.00	3,622.50	3,803.63	3,993.61	4,088.68
410.00.362.050.0000 OTHER CHARGES	2,692.33	2,576.83	2,536.23	2,635.23	2,535.23	2,535.23	2,738.05	2,500.00	2,500.00	2,649.39	2,532.35	2,501.13
410.00.369.010.0000 SALE OF SCRAP	466.00	-	-	-	-	-	983.06	0.00	0.00	0.00	0.00	0.00
410.00.369.010.0000 OVERAGES/SHORTAGES	36.71	(96.75)	78.25	(30.02)	(6.94)	(49.45)	1,000.96	0.00	0.00	0.00	0.00	0.00
410.00.369.090.0000 MISCELLANEOUS REVENUE	4,629.25	3,312.67	2,457.27	3,388.01	3,234.53	2,376.33	5,747.82	2,000.00	2,000.00	2,397.23	2,082.99	1,595.55
410.00.369.091.0000 MISC REVENUE - TAXABLE	-	-	-	-	-	243.00	1,053.98	0.00	0.00	0.00	0.00	0.00
410.00.361.010.0000 Loans Received-501 Line of Credit	116,636.00	-	-	-	-	-	0.00	0.00	0.00	0.00	0.00	0.00
410.00.395.020.0000 INSURANCE RECOVERIES	500.00	-	-	-	-	16,077.42	0.00	0.00	0.00	0.00	0.00	0.00
410.00.395.040.0000 GAIN (LOSS) DISPOSITION OF FA	-	1,876.37	-	-	318.43	-	0.00	0.00	0.00	0.00	0.00	0.00
410.00.397.000.0000 OPERATING TRANSFERS - IN	-	-	-	101,000.00	101,000.00	-	0.00	0.00	0.00	0.00	0.00	0.00
	1,131,813.49	1,023,608.12	1,106,209.03	1,262,738.64	1,353,954.31	1,343,778.52	1,315,155.30	1,549,926.00	1,640,524.75	1,708,403.83	1,632,566.90	1,633,166.80

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ATTACHMENT 1

EXPENDITURES	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	Average, Rolling 0.045
410.00.501.039.0100 DEPRECIATION EXPENSE	257,094.82	255,810.52	255,810.52	206,721.90	208,722.07	208,484.84	208,108.49	217,765.52	210,156.52	210,843.45	211,267.73	211,828.34	Average, Rolling 0.045
410.00.575.070.1100 SALARIES & WAGES	221,383.95	238,084.42	250,231.29	257,014.19	250,887.97	210,753.00	220,435.93	293,093.00	309,771.00	323,710.70	338,277.68	363,900.17	500.00 Est
410.00.575.070.1200 OVERTIME	481.84		61,403.72	288.75	2,426.80	2,060.96	1,003.63	0.00	0.00	500.00	500.00	500.00	0.08
410.00.575.070.2100 PERSONNEL BENEFITS	45,684.80	58,975.61	61,403.72	68,088.35	76,433.00	69,661.94	82,546.49	83,862.00	89,420.00	93,443.90	97,648.08	102,043.07	7,126.88 Forecast
410.00.575.070.3100 OFFICE & OPERATING SUPPLIES	4,356.06	5,868.94	6,545.08	6,422.56	7,615.92	6,133.43	12,046.40	6,500.00	6,500.00	7,831.36	7,434.17	7,126.88	Forecast
410.00.575.070.3200 OPERATING SUPPLIES	6,291.75	4,169.72	5,230.73	4,890.08	6,958.44	5,419.22	1,193.92	5,000.00	5,000.00	3,792.51	3,228.56	3,621.28	Forecast
410.00.575.070.3500 ITEMS PURCHASED FOR RESALE	125,916.36	164,615.49	182,903.35	248,158.20	259,500.67	241,479.75	283,687.69	401,905.00	442,000.00	443,166.65	504,959.42	570,021.70	Gross Margin Forecast
410.00.575.070.4100 SMALL TOOLS & MINOR EQUIPMENT	2,181.34	1,824.20	2,023.52	1,967.83	2,537.33	6,647.42	12,457.34	7,000.00	3,000.00	8,037.53	7,723.41	6,289.67	Forecast
410.00.575.070.4100 PROFESSIONAL SERVICES	6,567.16	6,508.06	3,076.98	60,684.31	129,840.51	22,867.18	242,821.62	10,000.00	10,000.00	5,724.80	5,432.81	4,979.62	Forecast
410.00.575.070.4200 COMMUNICATIONS	17,193.96	12,910.07	12,910.83	20,063.14	14,750.01	10,413.87	8,818.53	10,000.00	10,000.00	215.00	220.00	220.00	Forecast
410.00.575.070.4300 TRAVEL	325.00	214.80	560.06	140.86	167.35	167.35	2,665.81	1,750.00	2,000.00	215.00	220.00	220.00	Forecast
410.00.575.070.4400 ADVERTISING	3,379.72	5,870.46	6,957.77	8,573.52	8,100.81	10,007.16	4,846.60	5,000.00	5,000.00	6,590.81	6,288.93	5,545.29	Average, Rolling Forecast
410.00.575.070.4500 OPERATING RENTALS & LEASES	70,011.19	70,805.12	49,466.37	52,092.15	55,535.37	58,131.14	46,643.71	7,500.00	7,500.00	8,300.00	8,500.00	8,500.00	est
410.00.575.070.4600 INSURANCE	15,666.01	22,815.14	28,848.14	30,564.95	24,219.34	31,165.66	32,123.71	24,961.00	24,961.00	25,515.60	25,228.19	22,374.73	Forecast
410.00.575.070.4700 PUBLIC UTILITY SERVICES	64,875.17	84,787.94	71,122.52	65,117.08	78,823.96	82,375.46	92,105.08	92,000.00	97,000.00	102,967.50	108,780.62	112,841.42	Forecast
410.00.575.070.4800 REPAIR & MAINTENANCE	33,294.20	19,503.37	44,526.60	29,730.48	20,787.86	36,197.49	53,385.63	40,000.00	40,000.00	48,274.13	53,981.51	53,134.36	Forecast
410.00.575.070.4900 MISCELLANEOUS	946.51	3,271.29	17,417.09	18,644.30	23,287.89	28,116.90	38,877.91	35,000.00	40,000.00	45,920.75	49,680.81	53,000.87	Forecast
410.00.575.070.5000 LEASEHOLD EXCISE TAX	35,204.81			5,277.00			13,862.76	0.00	0.00	0.00	0.00	0.00	0.00
410.00.575.070.6000 CAPITAL OUTLAY NON-CAPITALIZED				13,582.50	1,037.50		0.00	0.00	0.00	0.00	0.00	0.00	0.00
410.00.575.070.6100 CAPITAL OUTLAY EQUIPMENT	2,011.80	3,346.52		27.89	32.78	32.78	57.73	0.00	0.00	0.00	0.00	0.00	0.00
410.00.575.070.8600 INTERFUND CHARGES-LABOR POOL	449.73	1,353.77	3,103.14	3,584.00	583.38	509.99	1,185.94	1,000.00	1,000.00	855.86	910.36	980.43	Average, Rolling Forecast
410.00.575.070.8900 OTHER INTERFUND SERVICES & CHGS													Forecast
410.00.575.070.9800 REPAIR & MAINTENANCE - CV Grant													Forecast
410.00.575.070.9900 INTRFND CONTRIBUTIONS	1,732.31	1,846.26	1,402.81	4,308.83	2,201.91	1,922.18	3,194.55	1,552.00	1,589.00	1,040.43	1,076.39	686.33	Forecast
410.00.575.070.9900 INTRFND CONTRIBUTIONS	5,285.00	6,386.90	6,510.00	7,830.00	7,830.00	4,006.00	5,257.00	4,089.00	4,089.00	2,649.27	1,870.84	1,870.84	Forecast
410.00.575.080.4900 ENVIRONMENTAL COMPLIANCE	3,958.72	1,842.35	2,634.34	1,807.80	1,453.69	2,342.72	4,814.28	3,000.00	3,000.00	4,043.56	4,419.73	4,410.67	Forecast
410.00.582.079.7200 PRINCIPAL	200,000.00	210,000.00	475,000.00					0.00	0.00	0.00	0.00	0.00	0.00
410.00.588.080.0000 PRIOR YEAR CORRECTIONS					450,452.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
410.00.592.079.8300 INTEREST EXPENSE					(3,583.47)		0.00	0.00	0.00	0.00	0.00	0.00	0.00
410.40.588.080.0000 CAPITAL OUTLAY-IMPROVEMENTS	64,701.87	77,428.35	49,081.92	43,868.54	21,566.48		0.00	0.00	0.00	0.00	0.00	0.00	0.00
410.40.588.080.0000 PRIOR YEAR CORRECTIONS	23,549.02	6,801.45	6,384.90	3,438.86	(2,187.60)		0.00	0.00	0.00	0.00	0.00	0.00	0.00
410.00.597.098.1100 OPS TRSF OUT OTHER FINANCING								25,000.00	82,608.00	86,739.45	91,076.42	95,630.24	0.06
410.00.597.098.1100 OPS TRSF OUT ICA SALARIES								76,076.00	0.00	0.00	0.00	0.00	0.00
410.00.597.098.2100 OPS TRSF OUT ICA BENEFITS								0.00	0.00	0.00	0.00	0.00	0.00
Surplus (Deficit)	1,243,171.03	1,228,650.79	1,543,874.83	1,182,648.15	1,649,593.64	1,098,977.95	1,382,389.69	1,459,870.52	1,399,102.52	1,438,649.34	1,631,259.27	1,623,808.35	
Beginning Fund Balance January 1, 2008	(111,567.54)	(206,041.83)	(437,466.80)	119,860.49	(295,549.33)	304,800.57	(47,214.99)	184,355.48	241,422.23	272,554.48	301,273.63	309,358.46	
Ending Fund Balance, Estimated 12/31/2008													

2010	2011	2012	2013	Average, Rolling 0.045
210,156.52	210,843.45	211,267.73	211,828.34	Average, Rolling 0.045
309,771.00	323,710.70	338,277.68	363,900.17	500.00 Est
0.00	500.00	500.00	500.00	0.08
89,420.00	93,443.90	97,648.08	102,043.07	7,126.88 Forecast
6,500.00	7,831.36	7,434.17	7,126.88	Forecast
5,000.00	3,792.51	3,228.56	3,621.28	Forecast
442,000.00	443,166.65	504,959.42	570,021.70	Gross Margin Forecast
3,000.00	8,037.53	7,723.41	6,289.67	Forecast
10,000.00	5,724.80	5,432.81	4,979.62	Forecast
2,000.00	215.00	220.00	220.00	Forecast
5,000.00	6,590.81	6,288.93	5,545.29	Average, Rolling Forecast
7,500.00	8,300.00	8,500.00	8,500.00	est
24,961.00	25,515.60	25,228.19	22,374.73	Forecast
97,000.00	102,967.50	108,780.62	112,841.42	Forecast
40,000.00	48,274.13	53,981.51	53,134.36	Forecast
40,000.00	45,920.75	49,680.81	53,000.87	Forecast
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
1,000.00	855.86	910.36	980.43	Average, Rolling Forecast
1,589.00	1,040.43	1,076.39	686.33	Forecast
4,089.00	2,649.27	1,870.84	1,870.84	Forecast
4,497.00	4,497.00	4,497.00	4,497.00	Forecast
3,000.00	4,043.56	4,419.73	4,410.67	Forecast
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
25,000.00	86,739.45	91,076.42	95,630.24	0.06
76,076.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
1,459,870.52	1,438,649.34	1,631,259.27	1,623,808.35	
184,355.48	272,554.48	301,273.63	309,358.46	
1,015,434.00	1,199,789.48	1,713,766.19	2,015,039.82	
1,189,789.48	1,441,211.70	2,015,039.82	2,324,398.27	
300,000.00	300,000.00	300,000.00	300,000.00	
(184,355.48)	(272,554.48)	(301,273.63)	(309,358.46)	
115,644.52	27,445.52	(1,273.63)	(9,358.45)	
1,010,095.00	1,060,589.75	1,169,311.22	1,187,374.68	
11,448.93%	5.5231%	2.4646%	-0.1089%	
5.0000%	5.0000%	5.0000%	2.4000%	

Projected Debt Service Margin
Less: (Surplus) deficit
Revenue Shortfall
Rate Sensitive Revenues
Rate Deficit
Proposed Rate Input

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ATTACHMENT 1

MOORAGE RATES COMPARISON 2009

	24 foot		28 foot		32 foot		36 foot		40 foot		50 foot		60 foot		Guest* ft per day
	Open	Cov	Open	Cov											
Cap Sante	N/A	N/A	5.92	N/A	7.27	N/A	7.54	N/A	7.81	N/A	8.35	N/A	9.28		1.00
Everett	5.97	N/A	5.97	8.63	7.04	9.77	7.61	11.24	8.16	12.11	10.06	12.89	10.06		0.75
Klingston	4.37	6.55	4.37	6.55	4.37	6.55	4.37	6.65	4.37	6.55	4.37	6.55			Elect incl. 0.75
La Conner	N/A	N/A	N/A	7.50	5.72	7.50	6.12	10.16	6.51	11.51	7.52	13.21	8.64		+\$3 elect
Port Townsend	5.89	N/A	5.89	N/A	6.24	N/A	6.24	N/A	6.62	N/A	7.01	N/A	7.45		Elect incl. 0.75
															+\$3 elect
Best Average	5.93	6.55	5.93	8.07	6.33	8.64	6.66	10.70	7.10	11.81	8.20	13.05	8.72		0.65
OH existing	4.59	6.28	4.97	6.67	5.07	7.07	5.21	7.90	5.32	8.36	5.73	8.84	5.73		0.68
Difference	-1.34	-0.27	-0.96	-1.40	-1.26	-1.57	-1.45	-2.8	-1.78	-3.45	-2.47	-4.21	-2.99		0.03
% of Average	77.4%	95.9%	83.8%	82.7%	80.1%	81.9%	78.3%	73.8%	75.0%	70.8%	69.9%	67.7%	65.7%		104.6%
Best Average	5.93	6.55	5.93	8.07	6.33	8.64	6.66	10.70	7.10	11.81	8.20	13.05	8.72		
OH + 5%	4.82	6.59	5.22	7.00	5.32	7.42	5.47	8.30	5.59	8.78	6.02	9.28	6.02		
Difference	-1.11	0.04	-0.71	-1.07	-1.01	-1.22	-1.19	-2.41	-1.51	-3.03	-2.18	-3.77	-2.70		
% of Average	81.3	100.7	88.0	86.8	84.1	85.9	82.1	77.5	78.7	74.3	73.4	71.1	69.0		

NOTE: RATES GIVEN DO NOT INCLUDE THE REQUIRED 12.84% LEASEHOLD EXCISE TAX.

REDEVELOPMENT PROJECT FUNDING: PHASES 1 AND 2

Shown below is an estimate of the funding required to complete Phase I (gangway and landing float replacement) and Phase II (dredging) of the Redevelopment Project. A summary of those funding needs for is shown below. **Please note that dredging costs are estimates only.**

Funding Needs

Phase I (contract)	\$875,418
Phase II (high estimate)	
Dredge & Mitigation	\$3,195,000
Design	<u>+\$160,000</u>
	\$4,230,418
Cash	<u>-\$810,000</u>
	\$3,420,418

Debt Service

Different scenarios include:

\$3,420,418 @ 3.5% for 10 Years = \$408,338 annual payment

\$3,420,418 @ 3.5% for 20 Years = \$239,238 annual payment

\$3,420,418 @ 4% for 10 Years = \$418,363 annual payment

\$3,420,418 @ 4% for 20 Years = \$250,072 annual payment (selected for estimate)

Dredging Fee

Please note that the dredging fee is not being proposed at this time. This concept is provided for information purposes only so that the City Council may be made aware of the scope of funding needs. Shown below is one method for calculating a dredging fee:

Total lineal feet of slip = 12,683 lf

Assume 85% occupancy rate = 10,934 lf

\$250,072 annual payment / 10,934 lf = \$22.87 per lineal foot annual payment

\$22.87 annual payment / 12 months = \$1.91 per lineal foot per month

ORDINANCE NO. _____

AN ORDINANCE RELATING TO RATES AND FEES AT THE OAK HARBOR MARINA, AMENDING OAK HARBOR MUNICIPAL CODE SECTIONS 6.36.020, 6.36.021, 6.36.022, 6.36.026, 6.36.027, 6.36.028, AND 6.36.037 TO PROVIDE FOR THE SETTING OF MOORAGE, ELECTRICAL, STORAGE, PARKING AND HOIST RATES BY RESOLUTION RATHER THAN BY ORDINANCE; AMENDING SECTION 6.36.029 TO REPLACE THE BOAT DOLLY FEE WITH AN ENVIRONMENTAL COMPLIANCE FEE; AND REPEALING RENTAL RATES FOR RENTAL OF THE PRESSURE WASHER AND THE TIDAL GRID, SECTIONS 6.36.030 AND 6.36.031.

WHEREAS, the rates for marina services are presently set by ordinance; and

WHEREAS, such rates should be adjusted periodically to ensure that they keep pace with increased operational costs of the marina; and

WHEREAS, setting such rates is fundamentally an operational aspect of the proprietary part of City government rather than a permanent policy appropriate for an ordinance; and

WHEREAS, codification of marina rates for services does not further the goals of periodic adjustment to account for operational cost increases and the operational nature of the marina business; and

WHEREAS, the City Council may act by resolution to set rates; and

WHEREAS, the public may have ready access to current marina rates through posting of those rates on the City's web-site, at the Oak Harbor Marina and at the City Hall Bulletin Board; and

WHEREAS, a copy of the current rates shall also be available at the City Clerk's Office,

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF OAK HARBOR DO ORDAIN AS FOLLOWS:

Section One. Oak Harbor Municipal Code Section 6.36.020, Contract and rates, last amended by §1 of Ordinance 963 in 1993 is hereby amended to read as follows:

(1) All tariff rates for port charges and other charges for services provided by the marina shall be adopted by ~~ordinance~~ resolution of the City Council except as ~~specifically authorized otherwise~~ provided in this Code. The rates and charges adopted by resolution shall hereinafter be referred to as the 'rate schedule'. Notice of rates adopted shall be by posting them at city hall, on the city's web-site, and at the Oak Harbor Marina. Copies of the current rate schedule shall be made available to the public upon request at a nominal charge.

(2) All moorages at the marina shall be by written contract except for guest moorages or emergency tie-ups. ~~All rates for service and moorage specified in the contract~~ Contract moorage and service rates shall accord with the current rate schedule and shall be subject to change by ordinance or resolution by the City Council. All moorages and storage at the marina shall be subject to lawful regulation issued by the harbormaster of the Marina which may be modified from time to time.

(3) All port charges and other charges owed shall be paid by the tenth of the month in which it is billed.

Section One. Oak Harbor Municipal Code Section 6.36.021, Moorage Rates, last amended by §1 of Ordinance 1476 in 2006, is hereby amended to read as follows:

6.36.021 Moorage rates.

The ~~following rates schedule shall be used for regular moorage at the Oak Harbor Marina:~~ shall be as shown in the rate schedule set by resolution of the City Council.

- (1) ~~Covered Moorage. The rates for covered permanent moorage shall be as follows:~~
- (a) ~~The rate for covered moorage for boats occupying 24 foot covered slips shall be \$6.28 per foot, based on the length of the boat. An additional leasehold excise tax of 12.84 percent applies. Including excise tax, this rate is \$7.09 per foot.~~
 - (b) ~~The rate for covered moorage for boats occupying 28 foot covered slips shall be \$6.67 per foot, based on the length of boat or slip, whichever is longer. An additional leasehold excise tax of 12.84 percent applies. Including excise tax, this rate is \$7.53 per foot.~~
 - (c) ~~The rate for covered moorage for boats occupying 32 foot covered slips shall be \$7.07 per foot, based on the length of boat or slip, whichever is longer. An additional leasehold excise tax of 12.84 percent applies. Including excise tax, this rate is \$7.98 per foot.~~
 - (d) ~~The rate for covered moorage for boats occupying 36 foot covered slips shall be \$7.90 per foot, based on the length of boat or slip, whichever is longer. An additional leasehold excise tax of 12.84 percent applies. Including excise tax, this rate is \$8.91 per foot.~~
 - (e) ~~The rate for covered moorage for boats occupying 40 foot covered slips shall be \$8.36 per foot, based on the length of boat or slip, whichever is longer. An additional leasehold excise tax of 12.84 percent applies. Including excise tax, this rate is \$9.44 per foot.~~
 - (f) ~~The rate for covered moorage for boats occupying 50 foot covered slips shall be \$8.84 per foot, based on the length of boat or slip, whichever is longer. An additional leasehold excise tax of 12.84 percent applies. Including excise tax, this rate is \$9.98 per foot.~~
- (2) ~~Uncovered Moorage. The rates for uncovered permanent moorage shall be as follows:~~
- (a) ~~The rate for uncovered moorage for boats occupying 24 foot uncovered slips shall be \$4.59 per foot, based on the length of the boat. An additional leasehold excise tax of 12.84 percent applies. Including excise tax, this rate is \$5.18 per foot.~~
 - (b) ~~The rate for uncovered moorage for boats occupying 28 foot uncovered slips shall be \$4.97 per foot, based on the length of boat or slip, whichever is longer. An additional leasehold excise tax of 12.84 percent applies. Including excise tax, this rate is \$5.61 per foot.~~
 - (c) ~~The rate for uncovered moorage for boats occupying 32 foot uncovered slips shall be \$5.07 per foot based on the length of boat or slip, whichever is longer. An additional leasehold excise tax of 12.84 percent applies. Including excise tax, this rate is \$5.72 per foot.~~
 - (d) ~~The rate for uncovered moorage for boats occupying 36 foot uncovered slips shall be~~

~~\$5.21 per foot, based on the length of boat or slip, whichever is longer. An additional leasehold excise tax of 12.84 percent applies. Including excise tax, this rate is \$5.88 per foot.~~

~~(e) The rate for uncovered moorage for boats occupying 40 foot uncovered slips shall be \$5.32 per foot, based on length of boat or slip, whichever is longer. An additional leasehold excise tax of 12.84 percent applies. Including excise tax, this rate is \$6.00 per foot.~~

~~(f) The rate for uncovered moorage for boats occupying 50 foot uncovered slips shall be \$5.73 per foot, based on the length of boat or slip, whichever is longer. An additional leasehold excise tax of 12.84 percent applies. Including excise tax, this rate is \$6.47 per foot.~~

Section Two. Oak Harbor Municipal Code Section 6.36.022, Guest Moorage Rates, last amended by §2 of Ordinance 1362 in 2003, is hereby amended to read as follows:

6.36.022 Guest moorage rates.

Guest moorage rates apply to stays of one through seven nights. ~~(i.e., one week or less), and are determined solely by length of boat in accordance with the following table. All taxes, fees and utilities are included.~~ The rates for guest moorage at the Oak Harbor Marina shall be as shown in the rate schedule set by resolution of the City Council.

Length	Rate
Less than 20 feet	\$12.00
20 feet — 24 feet	15.00
25 feet — 28 feet	19.00
29 feet — 37 feet	23.00
38 feet — 45 feet	27.00
46 feet — 55 feet	35.00
56 feet — 65 feet	46.00
66 feet and greater	57.00

Section Three. Oak Harbor Municipal Code Section 6.36.026, Electricity, last amended by §3 of Ordinance 1072 in 1996, is hereby amended to read as follows:

6.36.026 Electricity.

(1) The Rates for electrical service are as follows: at the Oak Harbor Marina shall be as shown in the rate schedule set by resolution of the City Council.

~~(a) Account service charge (applies to all accounts): \$4.50~~

~~(b) Charge per kilowatt hour consumed (per meter): \$0.105~~

~~(c) Minimum charge, regardless of consumption (includes account service charge): \$9.75~~

~~(d) Unmetered slips, nonliveaboard (flat fee):~~

~~Boats to 30 feet: \$9.75~~

~~Boats 31 through 36 feet: \$15.00~~

~~Boats greater than 36 feet: \$22.00~~

~~(e) Unmetered slips, liveaboard (flat fee):~~

~~Boats to 30 feet: \$40.00~~

~~Boats 31 through 36 feet: \$40.00~~

~~Boats greater than 36 feet: \$53.00~~

- (2) If a tenant utilizes more than one electrical connection, he shall be charged for all power terminals used in accordance with the above rates.
- (3) Special rates for commercial operations, or for vessels with unusual power requirements, may be set by the harbormaster, so long as the same are sufficient to cover the full cost of such electrical service, and that notice of the special rate is filed with the finance director.

Section Four. Oak Harbor Municipal Code Section 6.36.027, Storage Sheds, last amended by §2 of Ordinance 1476 in 2006, is hereby amended to read as follows:

6.36.027 Storage sheds.

Occupancy of a storage shed will in all cases require a written contract, to include the prescribed moorage deposit. The ~~monthly rate rates~~ for dry storage shed leases at the Oak Harbor Marina shall be set as shown in the rate schedule set by resolution of the City Council. ~~\$84.83 per month per shed, plus the required 12.84 percent leasehold excise tax, for a total of \$95.75 per month.~~ Additionally, the harbormaster may approve temporary storage at the rate set out in the applicable resolution. ~~of \$3.50 per day.~~

Section Five. Oak Harbor Municipal Code Section 6.36.028, Use of Hoist, last amended by §1 2 of Ordinance 1406 in 2004, is hereby amended to read as follows:

6.36.028 Use of hoist.

- (1) The ~~fees rates~~ for hoist services performed for customers by marina staff ~~are:~~ shall be as shown in the rate schedule set by resolution of the City Council.
 - ~~(a) For launching boats is \$30.00 round trip; \$15.00 one way (load limit for the hoist is 6,500 pounds).~~
 - ~~(b) Hoisting and removing engines and miscellaneous equipment (6,500 pound maximum weight) may be done for a fee of \$15.00 one way. Marina staff assistance is required.~~
- (2) Customers may execute a contract with the city wherein the customer uses the hoist on a self-service, ongoing basis, as follows:
 - (a) A hoist contract must be executed with the harbormaster prior to use of the hoist. Administrative procedures will include a review of rules and safety procedures. First-time users shall make their first run under supervision of marina staff.
 - (b) Hoist contracts for noncommercial use may be purchased at the rate of \$30.00 per month as established by the applicable City Council resolution. The customer will be automatically billed at this rate until the hoist card is returned to the marina office and the contract is terminated.
 - (c) Hoist contracts for commercial (for profit) use may be purchased at the rate of \$50.00 per month as established by the applicable City Council resolution. The contracting user will be automatically billed at the rate of \$50.00 per month established by City Council resolution until the hoist card is returned to the marina office and the contract is terminated.

Section Six. Oak Harbor Municipal Code Section 6.36.029 last amended by §10 of Ordinance 963 in 1993 is hereby amended to delete the boat dolly rental provisions and impose an environmental compliance fee, to read as follows:

~~6.36.029 Boat dolly rental.~~

~~The rate for rental of a boat dolly shall be \$15.00 for the first day, and \$5.00 per day thereafter.~~

6.36.029 Environmental Compliance Fee.

To help to offset the costs associated with environmental compliance, an Environmental Compliance Fee will be assessed each month on each account (wet moorage, dry moorage, storage sheds). Rates shall be as shown in the rate schedule set by resolution of the City Council.

Section Seven. Oak Harbor Municipal Code Section 6.36.030, Pressure Washer Rental and 6.36.031, Tidal Grid Rental, are hereby repealed.

~~6.36.030 Pressure washer rental.~~

~~The rate for rental of the marina pressure washer shall be \$15.00 per hour. (Note: Pressure washer may not be used to clean boat hulls which have been treated with anti-fouling bottom paint.)~~

~~6.36.031 Tidal grid rental.~~

~~The rate for utilization of the tidal grid shall be \$27.00 per day. Reservations are required. (Note: The tidal grid may no longer be used for hull cleaning or painting. It may be used for surveys, and for work on propellers, shafts, zines, through hull fittings, etc., provided that due care is taken to assure that deposits do not enter the water.)~~

Section Eight. Oak Harbor Municipal Code Section 6.36.037 Parking Lot Storage, last amended by §2 of Ordinance 1476 in 2006, is hereby amended to read as follows:

6.36.037 Parking lot storage.

- (1) Vehicles, trailers, boats on trailers and recreational vehicles may be stored or placed for sale in specifically designated spaces in the marina parking lot; provided, that a contract for that service has been properly executed and that the provisions of OHMC 6.40.139 have been met.
- (2) The fee rates for this storage at the Oak Harbor Marina shall be \$46.00 per month, inclusive of leasehold excise tax as shown in the rate schedule set by resolution of the City Council.

Section Nine. Severability and Savings Clause

- (1) 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.
- (2) Deletion or amendment of provisions from the Oak Harbor Municipal Code shall not terminate any obligation to the City already vested or incurred thereunder.

Section Ten. Effective Date. This Ordinance shall be in full force and effect (5) five days after its publication as required by law.

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

CITY OF OAK HARBOR

Approved () _____
Vetoed () Jim Slowik, Mayor

Date

ATTEST:

Approved as to Form:

City Clerk

City Attorney

Published: _____

RESOLUTION NO. 09-31

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

WHEREAS, the Oak Harbor City Council conducted a public meeting on December 1, 2009 and a public hearing on December 15, 2009 and determined that certain City of Oak Harbor Marina rates and charges should be increased in order to meet its operation and maintenance needs and to begin to accrue a cumulative reserve to be used for undertaking the marina redevelopment project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor that the following rates shall be established pursuant to OHMC 6.36.020 effective January 1, 2010 or as otherwise noted and shall be referred to as the 'Rate Schedule':

SEE ATTACHED TABLES

PASSED by the City Council this 15th day of December, 2009.

THE CITY OF OAK HARBOR

Jim Slowik
Mayor

Attest:

City Clerk

Approved as to form:

Margery Hite
City Attorney

Rate Schedule - 2010
Effective January 1, 2010

Moorage Rates: Uncovered Slips

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x \$4.820	\$72.30	\$9.28	\$81.58
16		\$77.12	\$9.90	\$87.02
17		\$81.94	\$10.52	\$92.46
18		\$86.76	\$11.14	\$97.90
19		\$91.58	\$11.76	\$103.34
20		\$96.40	\$12.38	\$108.78
21		\$101.22	\$13.00	\$114.22
22		\$106.04	\$13.62	\$119.66
23		\$110.86	\$14.23	\$125.09
24		\$115.68	\$14.85	\$130.53
25		\$120.50	\$15.47	\$135.97
26		\$125.32	\$16.09	\$141.41
27	x \$5.219	\$140.91	\$18.09	\$159.01
28		\$146.13	\$18.76	\$164.90
29		\$151.35	\$19.43	\$170.78
30		\$156.57	\$20.10	\$176.67
31	x \$5.324	\$165.04	\$21.19	\$186.24
32		\$170.37	\$21.88	\$192.24
33		\$175.69	\$22.56	\$198.25
34		\$181.02	\$23.24	\$204.26
35	x \$5.471	\$191.49	\$24.59	\$216.07
36		\$196.96	\$25.29	\$222.25
37		\$202.43	\$25.99	\$228.42
38		\$207.90	\$26.69	\$234.59
39	x \$5.586	\$217.85	\$27.97	\$245.83
40		\$223.44	\$28.69	\$252.13
41		\$229.03	\$29.41	\$258.43
42		\$234.61	\$30.12	\$264.74
43		\$240.20	\$30.84	\$271.04
44		\$245.78	\$31.56	\$277.34
45		\$251.37	\$32.28	\$283.65
46		\$256.96	\$32.99	\$289.95
47		\$262.54	\$33.71	\$296.25
48		\$268.13	\$34.43	\$302.56
49	x \$6.017	\$294.83	\$37.86	\$332.69
50		\$300.85	\$38.63	\$339.48
51		\$306.87	\$39.40	\$346.27
52		\$312.88	\$40.17	\$353.06
53		\$318.90	\$40.95	\$359.85
54		\$324.92	\$41.72	\$366.64
55		\$330.94	\$42.49	\$373.43
56		\$336.95	\$43.26	\$380.22
57		\$342.97	\$44.04	\$387.01
58		\$348.99	\$44.81	\$393.80
59		\$355.00	\$45.58	\$400.59
60		\$361.02	\$46.35	\$407.37

Rate Schedule - 2010
Effective January 1, 2010

Moorage Rates: Covered Slips

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x \$6.594	\$98.91	\$12.70	\$111.61
16		\$105.50	\$13.55	\$119.05
17		\$112.10	\$14.39	\$126.49
18		\$118.69	\$15.24	\$133.93
19		\$125.29	\$16.09	\$141.37
20		\$131.88	\$16.93	\$148.81
21		\$138.47	\$17.78	\$156.25
22		\$145.07	\$18.63	\$163.69
23		\$151.66	\$19.47	\$171.14
24		\$158.26	\$20.32	\$178.58
25		\$164.85	\$21.17	\$186.02
26		\$171.44	\$22.01	\$193.46
27	x \$7.004	\$189.11	\$24.28	\$213.39
28		\$196.11	\$25.18	\$221.29
29		\$203.12	\$26.08	\$229.20
30		\$210.12	\$26.98	\$237.10
31	x \$7.424	\$230.14	\$29.55	\$259.69
32		\$237.57	\$30.50	\$268.07
33		\$244.99	\$31.46	\$276.45
34		\$252.42	\$32.41	\$284.83
35	x \$8.295	\$290.33	\$37.28	\$327.60
36		\$298.62	\$38.34	\$336.96
37		\$306.92	\$39.41	\$346.32
38		\$315.21	\$40.47	\$355.68
39	x \$8.778	\$342.34	\$43.96	\$386.30
40		\$351.12	\$45.08	\$396.20
41		\$359.90	\$46.21	\$406.11
42		\$368.68	\$47.34	\$416.01
43		\$377.45	\$48.47	\$425.92
44		\$386.23	\$49.59	\$435.82
45		\$395.01	\$50.72	\$445.73
46		\$403.79	\$51.85	\$455.63
47		\$412.57	\$52.97	\$465.54
48		\$421.34	\$54.10	\$475.44
49		\$430.12	\$55.23	\$485.35
50	x \$9.282	\$464.10	\$59.59	\$523.69
51		\$473.38	\$60.78	\$534.16
52		\$482.66	\$61.97	\$544.64

RATE SCHEDULE – 2010

Effective January 1, 2010

Guest Moorage Rates

Overall Length of Vessel	Nightly Rate
Less than 20 feet	\$12.60
20 feet – 24 feet	\$15.75
25 feet – 28 feet	\$19.95
29 feet – 37 feet	\$24.15
38 feet – 45 feet	\$28.35
46 feet – 55 feet	\$36.75
56 feet – 65 feet	\$48.30
66 feet and greater	\$59.85

Note: electricity is included.

Electricity

Metered slips

Account service charge (applies to all accounts)	\$4.73 per month
Charge per kilowatt hour consumed (per meter)	\$0.110 per kwh
Minimum charge, regardless of consumption (includes account service charge)	\$10.24 per month

Unmetered slips, nonliveaboard (flat fee)

Boats to 30 feet	\$10.24 per month
Boats 31 through 36 feet	\$15.75 per month
Boats greater than 36 feet	\$23.10 per month

Unmetered slips, liveaboard (flat fee)

Boats to 36 feet	\$42.00 per month
Boats greater than 36 feet	\$55.65 per month

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

Storage Sheds

Monthly Rate (subtotal)	State Leasehold Excise Tax (12.84%)	Total Monthly Rental Rate	Temporary Daily Rate
\$89.07	\$11.44	\$100.51	\$3.68

Use of Hoist

Fees for hoist services performed for customers by marina staff

Launching or retrieving (one way)	\$15.75
Round trip	\$31.50

Monthly contract rates

Non-commercial	\$31.50
Commercial	\$42.00

Environmental Compliance Fee

A monthly fee of \$1.11 shall be charged to each moorage and mini-storage account.

Parking Lot Storage Rate

Monthly Rate (subtotal)	State Leasehold Excise Tax (12.84%)	Total Monthly Rental Rate	Temporary Daily Rate
\$42.81	\$5.50	\$48.31	\$2.00

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Rate Schedule - 2011
Effective January 1, 2011

Moorage Rates: Uncovered Slips

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x \$5.061	\$75.92	\$9.75	\$85.66
16		\$80.98	\$10.40	\$91.37
17		\$86.04	\$11.05	\$97.08
18		\$91.10	\$11.70	\$102.79
19		\$96.16	\$12.35	\$108.51
20		\$101.22	\$13.00	\$114.22
21		\$106.28	\$13.65	\$119.93
22		\$111.34	\$14.30	\$125.64
23		\$116.40	\$14.95	\$131.35
24		\$121.46	\$15.60	\$137.06
25		\$126.53	\$16.25	\$142.77
26		\$131.59	\$16.90	\$148.48
27	x \$5.480	\$147.96	\$19.00	\$166.96
28		\$153.44	\$19.70	\$173.14
29		\$158.92	\$20.41	\$179.33
30		\$164.40	\$21.11	\$185.51
31	x \$5.590	\$173.29	\$22.25	\$195.54
32		\$178.88	\$22.97	\$201.85
33		\$184.47	\$23.69	\$208.16
34		\$190.06	\$24.40	\$214.46
35	x \$5.745	\$201.08	\$25.82	\$226.89
36		\$206.82	\$26.56	\$233.38
37		\$212.57	\$27.29	\$239.86
38		\$218.31	\$28.03	\$246.34
39	x \$5.865	\$228.74	\$29.37	\$258.10
40		\$234.60	\$30.12	\$264.72
41		\$240.47	\$30.88	\$271.34
42		\$246.33	\$31.63	\$277.96
43		\$252.20	\$32.38	\$284.58
44		\$258.06	\$33.13	\$291.19
45		\$263.93	\$33.89	\$297.81
46		\$269.79	\$34.64	\$304.43
47		\$275.66	\$35.39	\$311.05
48		\$281.52	\$36.15	\$317.67
49	x \$6.318	\$309.58	\$39.75	\$349.33
50		\$315.90	\$40.56	\$356.46
51		\$322.22	\$41.37	\$363.59
52		\$328.54	\$42.18	\$370.72
53		\$334.85	\$43.00	\$377.85
54		\$341.17	\$43.81	\$384.98
55		\$347.49	\$44.62	\$392.11
56		\$353.81	\$45.43	\$399.24
57		\$360.13	\$46.24	\$406.37
58		\$366.44	\$47.05	\$413.50
59		\$372.76	\$47.86	\$420.62
60		\$379.08	\$48.67	\$427.75

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Rate Schedule - 2011
Effective January 1, 2011

Moorage Rates: Covered Slips

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x \$6.924	\$103.86	\$13.34	\$117.20
16		\$110.78	\$14.22	\$125.01
17		\$117.71	\$15.11	\$132.82
18		\$124.63	\$16.00	\$140.63
19		\$131.56	\$16.89	\$148.45
20		\$138.48	\$17.78	\$156.26
21		\$145.40	\$18.67	\$164.07
22		\$152.33	\$19.56	\$171.89
23		\$159.25	\$20.45	\$179.70
24		\$166.18	\$21.34	\$187.51
25		\$173.10	\$22.23	\$195.33
26		\$180.02	\$23.12	\$203.14
27	x \$7.354	\$198.56	\$25.49	\$224.05
28		\$205.91	\$26.44	\$232.35
29		\$213.27	\$27.38	\$240.65
30		\$220.62	\$28.33	\$248.95
31	x \$7.795	\$241.65	\$31.03	\$272.67
32		\$249.44	\$32.03	\$281.47
33		\$257.24	\$33.03	\$290.26
34		\$265.03	\$34.03	\$299.06
35	x \$8.710	\$304.85	\$39.14	\$343.99
36		\$313.56	\$40.26	\$353.82
37		\$322.27	\$41.38	\$363.65
38		\$330.98	\$42.50	\$373.48
39	x \$9.217	\$359.46	\$46.16	\$405.62
40		\$368.68	\$47.34	\$416.02
41		\$377.90	\$48.52	\$426.42
42		\$387.11	\$49.71	\$436.82
43		\$396.33	\$50.89	\$447.22
44		\$405.55	\$52.07	\$457.62
45		\$414.77	\$53.26	\$468.02
46		\$423.98	\$54.44	\$478.42
47		\$433.20	\$55.62	\$488.82
48		\$442.42	\$56.81	\$499.22
49		\$451.63	\$57.99	\$509.62
50	x \$9.746	\$487.30	\$62.57	\$549.87
51		\$497.05	\$63.82	\$560.87
52		\$506.79	\$65.07	\$571.86

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RATE SCHEDULE – 2011
Effective January 1, 2011

Guest Moorage Rates

Overall Length of Vessel	Nightly Rate
Less than 20 feet	\$13.23
20 feet – 24 feet	\$16.54
25 feet – 28 feet	\$20.95
29 feet – 37 feet	\$25.36
38 feet – 45 feet	\$29.77
46 feet – 55 feet	\$38.59
56 feet – 65 feet	\$50.72
66 feet and greater	\$62.84

Note: electricity is included.

Electricity

Metered slips

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

Unmetered slips, nonliveaboard (flat fee)

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

Unmetered slips, liveaboard (flat fee)

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

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

Storage Sheds

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

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Use of Hoist

Fees for hoist services performed for customers by marina staff

Launching or retrieving (one way)	\$16.54
Round trip	\$33.08

Monthly contract rates

Non-commercial	\$33.08
Commercial	\$44.10

Environmental Compliance Fee

A monthly fee of \$1.11 shall be charged to each moorage and mini-storage account.

Parking Lot Storage Rate

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

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Rate Schedule - 2012
Effective January 1, 2012

Moorage Rates: Uncovered Slips

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x \$5.314	\$79.71	\$10.23	\$89.94
16		\$85.02	\$10.92	\$95.94
17		\$90.34	\$11.60	\$101.94
18		\$95.65	\$12.28	\$107.93
19		\$100.97	\$12.96	\$113.93
20		\$106.28	\$13.65	\$119.93
21		\$111.59	\$14.33	\$125.92
22		\$116.91	\$15.01	\$131.92
23		\$122.22	\$15.69	\$137.92
24		\$127.54	\$16.38	\$143.91
25		\$132.85	\$17.06	\$149.91
26		\$138.16	\$17.74	\$155.90
27	x \$5.754	\$155.36	\$19.95	\$175.31
28		\$161.11	\$20.69	\$181.80
29		\$166.87	\$21.43	\$188.29
30		\$172.62	\$22.16	\$194.78
31	x \$5.870	\$181.97	\$23.36	\$205.33
32		\$187.84	\$24.12	\$211.96
33		\$193.71	\$24.87	\$218.58
34		\$199.58	\$25.63	\$225.21
35	x \$6.032	\$211.12	\$27.11	\$238.23
36		\$217.15	\$27.88	\$245.03
37		\$223.18	\$28.66	\$251.84
38		\$229.22	\$29.43	\$258.65
39	x \$6.158	\$240.16	\$30.84	\$271.00
40		\$246.32	\$31.63	\$277.95
41		\$252.48	\$32.42	\$284.90
42		\$258.64	\$33.21	\$291.84
43		\$264.79	\$34.00	\$298.79
44		\$270.95	\$34.79	\$305.74
45		\$277.11	\$35.58	\$312.69
46		\$283.27	\$36.37	\$319.64
47		\$289.43	\$37.16	\$326.59
48		\$295.58	\$37.95	\$333.54
49	x \$6.634	\$325.07	\$41.74	\$366.80
50		\$331.70	\$42.59	\$374.29
51		\$338.33	\$43.44	\$381.78
52		\$344.97	\$44.29	\$389.26
53		\$351.60	\$45.15	\$396.75
54		\$358.24	\$46.00	\$404.23
55		\$364.87	\$46.85	\$411.72
56		\$371.50	\$47.70	\$419.21
57		\$378.14	\$48.55	\$426.69
58		\$384.77	\$49.40	\$434.18
59		\$391.41	\$50.26	\$441.66
60		\$398.04	\$51.11	\$449.15

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Rate Schedule - 2012
Effective January, 1 2012

Moorage Rates: Covered Slips

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x \$7.270	\$109.05	\$14.00	\$123.05
16		\$116.32	\$14.94	\$131.26
17		\$123.59	\$15.87	\$139.46
18		\$130.86	\$16.80	\$147.66
19		\$138.13	\$17.74	\$155.87
20		\$145.40	\$18.67	\$164.07
21		\$152.67	\$19.60	\$172.27
22		\$159.94	\$20.54	\$180.48
23		\$167.21	\$21.47	\$188.68
24		\$174.48	\$22.40	\$196.88
25		\$181.75	\$23.34	\$205.09
26		\$189.02	\$24.27	\$213.29
27	x \$7.722	\$208.49	\$26.77	\$235.26
28		\$216.22	\$27.76	\$243.98
29		\$223.94	\$28.75	\$252.69
30		\$231.66	\$29.75	\$261.41
31	x \$8.185	\$253.74	\$32.58	\$286.31
32		\$261.92	\$33.63	\$295.55
33		\$270.11	\$34.68	\$304.79
34		\$278.29	\$35.73	\$314.02
35	x \$9.146	\$320.11	\$41.10	\$361.21
36		\$329.26	\$42.28	\$371.53
37		\$338.40	\$43.45	\$381.85
38		\$347.55	\$44.63	\$392.17
39	x \$9.678	\$377.44	\$48.46	\$425.91
40		\$387.12	\$49.71	\$436.83
41		\$396.80	\$50.95	\$447.75
42		\$406.48	\$52.19	\$458.67
43		\$416.15	\$53.43	\$469.59
44		\$425.83	\$54.68	\$480.51
45		\$435.51	\$55.92	\$491.43
46		\$445.19	\$57.16	\$502.35
47		\$454.87	\$58.40	\$513.27
48		\$464.54	\$59.65	\$524.19
49		\$474.22	\$60.89	\$535.11
50	x \$10.233	\$511.65	\$65.70	\$577.35
51		\$521.88	\$67.01	\$588.89
52		\$532.12	\$68.32	\$600.44

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RATE SCHEDULE – 2012
Effective January 1, 2012

Guest Moorage Rates

Overall Length of Vessel	Nightly Rate
Less than 20 feet	\$13.89
20 feet – 24 feet	\$17.36
25 feet – 28 feet	\$21.99
29 feet – 37 feet	\$26.63
38 feet – 45 feet	\$31.26
46 feet – 55 feet	\$40.52
56 feet – 65 feet	\$53.25
66 feet and greater	\$65.98

Note: electricity is included.

Electricity

Metered slips

Account service charge (applies to all accounts)	\$5.21 per month
Charge per kilowatt hour consumed (per meter)	\$0.122 per kwh
Minimum charge, regardless of consumption (includes account service charge)	\$11.29 per month

Unmetered slips, nonliveaboard (flat fee)

Boats to 30 feet	\$11.29 per month
Boats 31 through 36 feet	\$17.36 per month
Boats greater than 36 feet	\$25.47 per month

Unmetered slips, liveaboard (flat fee)

Boats to 36 feet	\$46.31 per month
Boats greater than 36 feet	\$61.35 per month

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

Storage Sheds

Monthly Rate (subtotal)	State Leasehold Excise Tax (12.84%)	Total Monthly Rental Rate	Temporary Daily Rate
\$98.20	\$12.61	\$110.81	\$4.05

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Use of Hoist

Fees for hoist services performed for customers by marina staff

Launching or retrieving (one way)	\$17.36
Round trip	\$34.73

Monthly contract rates

Non-commercial	\$34.73
Commercial	\$46.31

Environmental Compliance Fee

A monthly fee of \$1.11 shall be charged to each moorage and mini-storage account.

Parking Lot Storage Rate

Monthly Rate (subtotal)	State Leasehold Excise Tax (12.84%)	Total Monthly Rental Rate	Temporary Daily Rate
\$47.20	\$6.06	\$53.26	\$2.32

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REVISED

RESOLUTION NO. _____

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

WHEREAS, the Oak Harbor City Council conducted a public meeting on December 1, 2009 and a public hearing on December 15, 2009 and determined that certain City of Oak Harbor Marina rates and charges should be increased in order to meet its operation and maintenance needs and to begin to accrue a cumulative reserve to be used for undertaking the marina redevelopment project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor that the following rates shall be established pursuant to OHMC 6.36.020 effective January 1, 2010 or as otherwise noted and shall be referred to as the 'Rate Schedule':

SEE ATTACHED TABLES

PASSED by the City Council this 15th day of December, 2009.

THE CITY OF OAK HARBOR

Jim Slowik
Mayor

Attest:

City Clerk

Approved as to form:

Margery Hite
City Attorney

Rate Schedule - 2010
Effective January 1, 2010

Moorage Rates: Uncovered Slips

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x \$4.820	\$72.30	\$9.28	\$81.58
16		\$77.12	\$9.90	\$87.02
17		\$81.94	\$10.52	\$92.46
18		\$86.76	\$11.14	\$97.90
19		\$91.58	\$11.76	\$103.34
20		\$96.40	\$12.38	\$108.78
21		\$101.22	\$13.00	\$114.22
22		\$106.04	\$13.62	\$119.66
23		\$110.86	\$14.23	\$125.09
24		\$115.68	\$14.85	\$130.53
25		\$120.50	\$15.47	\$135.97
26		\$125.32	\$16.09	\$141.41
27	x \$5.219	\$140.91	\$18.09	\$159.01
28		\$146.13	\$18.76	\$164.90
29		\$151.35	\$19.43	\$170.78
30		\$156.57	\$20.10	\$176.67
31	x \$5.324	\$165.04	\$21.19	\$186.24
32		\$170.37	\$21.88	\$192.24
33		\$175.69	\$22.56	\$198.25
34		\$181.02	\$23.24	\$204.26
35	x \$5.471	\$191.49	\$24.59	\$216.07
36		\$196.96	\$25.29	\$222.25
37		\$202.43	\$25.99	\$228.42
38		\$207.90	\$26.69	\$234.59
39	x \$5.586	\$217.85	\$27.97	\$245.83
40		\$223.44	\$28.69	\$252.13
41		\$229.03	\$29.41	\$258.43
42		\$234.61	\$30.12	\$264.74
43		\$240.20	\$30.84	\$271.04
44		\$245.78	\$31.56	\$277.34
45		\$251.37	\$32.28	\$283.65
46		\$256.96	\$32.99	\$289.95
47		\$262.54	\$33.71	\$296.25
48		\$268.13	\$34.43	\$302.56
49	x \$6.017	\$294.83	\$37.86	\$332.69
50		\$300.85	\$38.63	\$339.48
51		\$306.87	\$39.40	\$346.27
52		\$312.88	\$40.17	\$353.06
53		\$318.90	\$40.95	\$359.85
54		\$324.92	\$41.72	\$366.64
55		\$330.94	\$42.49	\$373.43
56		\$336.95	\$43.26	\$380.22
57		\$342.97	\$44.04	\$387.01
58		\$348.99	\$44.81	\$393.80
59		\$355.00	\$45.58	\$400.59
60		\$361.02	\$46.35	\$407.37

Rate Schedule - 2010
Effective January 1, 2010

Moorage Rates: Covered Slips

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x \$6.594	\$98.91	\$12.70	\$111.61
16		\$105.50	\$13.55	\$119.05
17		\$112.10	\$14.39	\$126.49
18		\$118.69	\$15.24	\$133.93
19		\$125.29	\$16.09	\$141.37
20		\$131.88	\$16.93	\$148.81
21		\$138.47	\$17.78	\$156.25
22		\$145.07	\$18.63	\$163.69
23		\$151.66	\$19.47	\$171.14
24		\$158.26	\$20.32	\$178.58
25		\$164.85	\$21.17	\$186.02
26		\$171.44	\$22.01	\$193.46
27	x \$7.004	\$189.11	\$24.28	\$213.39
28		\$196.11	\$25.18	\$221.29
29		\$203.12	\$26.08	\$229.20
30		\$210.12	\$26.98	\$237.10
31	x \$7.424	\$230.14	\$29.55	\$259.69
32		\$237.57	\$30.50	\$268.07
33		\$244.99	\$31.46	\$276.45
34		\$252.42	\$32.41	\$284.83
35	x \$8.295	\$290.33	\$37.28	\$327.60
36		\$298.62	\$38.34	\$336.96
37		\$306.92	\$39.41	\$346.32
38		\$315.21	\$40.47	\$355.68
39	x \$8.778	\$342.34	\$43.96	\$386.30
40		\$351.12	\$45.08	\$396.20
41		\$359.90	\$46.21	\$406.11
42		\$368.68	\$47.34	\$416.01
43		\$377.45	\$48.47	\$425.92
44		\$386.23	\$49.59	\$435.82
45		\$395.01	\$50.72	\$445.73
46		\$403.79	\$51.85	\$455.63
47		\$412.57	\$52.97	\$465.54
48		\$421.34	\$54.10	\$475.44
49		\$430.12	\$55.23	\$485.35
50	x \$9.282	\$464.10	\$59.59	\$523.69
51		\$473.38	\$60.78	\$534.16
52		\$482.66	\$61.97	\$544.64

RATE SCHEDULE – 2010
Effective January 1, 2010

Guest Moorage Rates

Overall Length of Vessel	Nightly Rate
Less than 20 feet	\$12.60
20 feet – 24 feet	\$15.75
25 feet – 28 feet	\$19.95
29 feet – 37 feet	\$24.15
38 feet – 45 feet	\$28.35
46 feet – 55 feet	\$36.75
56 feet – 65 feet	\$48.30
66 feet and greater	\$59.85

Note: electricity is included.

Electricity

Metered slips

Account service charge (applies to all accounts)	\$4.73 per month
Charge per kilowatt hour consumed (per meter)	\$0.110 per kwh
Minimum charge, regardless of consumption (includes account service charge)	\$10.24 per month

Unmetered slips, nonliveaboard (flat fee)

Boats to 30 feet	\$10.24 per month
Boats 31 through 36 feet	\$15.75 per month
Boats greater than 36 feet	\$23.10 per month

Unmetered slips, liveaboard (flat fee)

Boats to 36 feet	\$42.00 per month
Boats greater than 36 feet	\$55.65 per month

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

Storage Sheds

Monthly Rate (subtotal)	State Leasehold Excise Tax (12.84%)	Total Monthly Rental Rate	Temporary Daily Rate
\$89.07	\$11.44	\$100.51	\$3.68

Use of Hoist

Fees for hoist services performed for customers by marina staff

Launching or retrieving (one way)	\$15.75
Round trip	\$31.50

Monthly contract rates

Non-commercial	\$31.50
Commercial	\$42.00

Environmental Compliance Fee

A monthly fee of \$1.05 shall be charged to each moorage and mini-storage account.

Parking Lot Storage Rate

Monthly Rate (subtotal)	State Leasehold Excise Tax (12.84%)	Total Monthly Rental Rate	Temporary Daily Rate
\$42.81	\$5.50	\$48.31	\$2.00

Rate Schedule - 2011
Effective January 1, 2011

Moorage Rates: Uncovered Slips

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x \$5.061	\$75.92	\$9.75	\$85.66
16		\$80.98	\$10.40	\$91.37
17		\$86.04	\$11.05	\$97.08
18		\$91.10	\$11.70	\$102.79
19		\$96.16	\$12.35	\$108.51
20		\$101.22	\$13.00	\$114.22
21		\$106.28	\$13.65	\$119.93
22		\$111.34	\$14.30	\$125.64
23		\$116.40	\$14.95	\$131.35
24		\$121.46	\$15.60	\$137.06
25		\$126.53	\$16.25	\$142.77
26		\$131.59	\$16.90	\$148.48
27	x \$5.480	\$147.96	\$19.00	\$166.96
28		\$153.44	\$19.70	\$173.14
29		\$158.92	\$20.41	\$179.33
30		\$164.40	\$21.11	\$185.51
31	x \$5.590	\$173.29	\$22.25	\$195.54
32		\$178.88	\$22.97	\$201.85
33		\$184.47	\$23.69	\$208.16
34		\$190.06	\$24.40	\$214.46
35	x \$5.745	\$201.08	\$25.82	\$226.89
36		\$206.82	\$26.56	\$233.38
37		\$212.57	\$27.29	\$239.86
38		\$218.31	\$28.03	\$246.34
39	x \$5.865	\$228.74	\$29.37	\$258.10
40		\$234.60	\$30.12	\$264.72
41		\$240.47	\$30.88	\$271.34
42		\$246.33	\$31.63	\$277.96
43		\$252.20	\$32.38	\$284.58
44		\$258.06	\$33.13	\$291.19
45		\$263.93	\$33.89	\$297.81
46		\$269.79	\$34.64	\$304.43
47		\$275.66	\$35.39	\$311.05
48		\$281.52	\$36.15	\$317.67
49	x \$6.318	\$309.58	\$39.75	\$349.33
50		\$315.90	\$40.56	\$356.46
51		\$322.22	\$41.37	\$363.59
52		\$328.54	\$42.18	\$370.72
53		\$334.85	\$43.00	\$377.85
54		\$341.17	\$43.81	\$384.98
55		\$347.49	\$44.62	\$392.11
56		\$353.81	\$45.43	\$399.24
57		\$360.13	\$46.24	\$406.37
58		\$366.44	\$47.05	\$413.50
59		\$372.76	\$47.86	\$420.62
60		\$379.08	\$48.67	\$427.75

Rate Schedule - 2011
Effective January 1, 2011

Moorage Rates: Covered Slips

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x \$6.924	\$103.86	\$13.34	\$117.20
16		\$110.78	\$14.22	\$125.01
17		\$117.71	\$15.11	\$132.82
18		\$124.63	\$16.00	\$140.63
19		\$131.56	\$16.89	\$148.45
20		\$138.48	\$17.78	\$156.26
21		\$145.40	\$18.67	\$164.07
22		\$152.33	\$19.56	\$171.89
23		\$159.25	\$20.45	\$179.70
24		\$166.18	\$21.34	\$187.51
25		\$173.10	\$22.23	\$195.33
26		\$180.02	\$23.12	\$203.14
27	x \$7.354	\$198.56	\$25.49	\$224.05
28		\$205.91	\$26.44	\$232.35
29		\$213.27	\$27.38	\$240.65
30		\$220.62	\$28.33	\$248.95
31	x \$7.795	\$241.65	\$31.03	\$272.67
32		\$249.44	\$32.03	\$281.47
33		\$257.24	\$33.03	\$290.26
34		\$265.03	\$34.03	\$299.06
35	x \$8.710	\$304.85	\$39.14	\$343.99
36		\$313.56	\$40.26	\$353.82
37		\$322.27	\$41.38	\$363.65
38		\$330.98	\$42.50	\$373.48
39	x \$9.217	\$359.46	\$46.16	\$405.62
40		\$368.68	\$47.34	\$416.02
41		\$377.90	\$48.52	\$426.42
42		\$387.11	\$49.71	\$436.82
43		\$396.33	\$50.89	\$447.22
44		\$405.55	\$52.07	\$457.62
45		\$414.77	\$53.26	\$468.02
46		\$423.98	\$54.44	\$478.42
47		\$433.20	\$55.62	\$488.82
48		\$442.42	\$56.81	\$499.22
49		\$451.63	\$57.99	\$509.62
50	x \$9.746	\$487.30	\$62.57	\$549.87
51		\$497.05	\$63.82	\$560.87
52		\$506.79	\$65.07	\$571.86

RATE SCHEDULE – 2011
Effective January 1, 2011

Guest Moorage Rates

Overall Length of Vessel	Nightly Rate
Less than 20 feet	\$13.23
20 feet – 24 feet	\$16.54
25 feet – 28 feet	\$20.95
29 feet – 37 feet	\$25.36
38 feet – 45 feet	\$29.77
46 feet – 55 feet	\$38.59
56 feet – 65 feet	\$50.72
66 feet and greater	\$62.84

Note: electricity is included.

Electricity

Metered slips

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

Unmetered slips, nonliveaboard (flat fee)

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

Unmetered slips, liveaboard (flat fee)

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

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

Storage Sheds

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

Use of Hoist

Fees for hoist services performed for customers by marina staff

Launching or retrieving (one way)	\$16.54
Round trip	\$33.08

Monthly contract rates

Non-commercial	\$33.08
Commercial	\$44.10

Environmental Compliance Fee

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

Parking Lot Storage Rate

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

Rate Schedule - 2012
Effective January 1, 2012

Moorage Rates: Uncovered Slips

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x \$5.314	\$79.71	\$10.23	\$89.94
16		\$85.02	\$10.92	\$95.94
17		\$90.34	\$11.60	\$101.94
18		\$95.65	\$12.28	\$107.93
19		\$100.97	\$12.96	\$113.93
20		\$106.28	\$13.65	\$119.93
21		\$111.59	\$14.33	\$125.92
22		\$116.91	\$15.01	\$131.92
23		\$122.22	\$15.69	\$137.92
24		\$127.54	\$16.38	\$143.91
25		\$132.85	\$17.06	\$149.91
26		\$138.16	\$17.74	\$155.90
27	x \$5.754	\$155.36	\$19.95	\$175.31
28		\$161.11	\$20.69	\$181.80
29		\$166.87	\$21.43	\$188.29
30		\$172.62	\$22.16	\$194.78
31	x \$5.870	\$181.97	\$23.36	\$205.33
32		\$187.84	\$24.12	\$211.96
33		\$193.71	\$24.87	\$218.58
34		\$199.58	\$25.63	\$225.21
35	x \$6.032	\$211.12	\$27.11	\$238.23
36		\$217.15	\$27.88	\$245.03
37		\$223.18	\$28.66	\$251.84
38		\$229.22	\$29.43	\$258.65
39	x \$6.158	\$240.16	\$30.84	\$271.00
40		\$246.32	\$31.63	\$277.95
41		\$252.48	\$32.42	\$284.90
42		\$258.64	\$33.21	\$291.84
43		\$264.79	\$34.00	\$298.79
44		\$270.95	\$34.79	\$305.74
45		\$277.11	\$35.58	\$312.69
46		\$283.27	\$36.37	\$319.64
47		\$289.43	\$37.16	\$326.59
48		\$295.58	\$37.95	\$333.54
49	x \$6.634	\$325.07	\$41.74	\$366.80
50		\$331.70	\$42.59	\$374.29
51		\$338.33	\$43.44	\$381.78
52		\$344.97	\$44.29	\$389.26
53		\$351.60	\$45.15	\$396.75
54		\$358.24	\$46.00	\$404.23
55		\$364.87	\$46.85	\$411.72
56		\$371.50	\$47.70	\$419.21
57		\$378.14	\$48.55	\$426.69
58		\$384.77	\$49.40	\$434.18
59		\$391.41	\$50.26	\$441.66
60		\$398.04	\$51.11	\$449.15

Rate Schedule - 2012
Effective January 1, 2012

Moorage Rates: Covered Slips

Boat or Slip Length	Rate	Subtotal Moorage	State Leasehold Excise Tax 12.84%	Customer Total
15	x \$7.270	\$109.05	\$14.00	\$123.05
16		\$116.32	\$14.94	\$131.26
17		\$123.59	\$15.87	\$139.46
18		\$130.86	\$16.80	\$147.66
19		\$138.13	\$17.74	\$155.87
20		\$145.40	\$18.67	\$164.07
21		\$152.67	\$19.60	\$172.27
22		\$159.94	\$20.54	\$180.48
23		\$167.21	\$21.47	\$188.68
24		\$174.48	\$22.40	\$196.88
25		\$181.75	\$23.34	\$205.09
26		\$189.02	\$24.27	\$213.29
27	x \$7.722	\$208.49	\$26.77	\$235.26
28		\$216.22	\$27.76	\$243.98
29		\$223.94	\$28.75	\$252.69
30		\$231.66	\$29.75	\$261.41
31	x \$8.185	\$253.74	\$32.58	\$286.31
32		\$261.92	\$33.63	\$295.55
33		\$270.11	\$34.68	\$304.79
34		\$278.29	\$35.73	\$314.02
35	x \$9.146	\$320.11	\$41.10	\$361.21
36		\$329.26	\$42.28	\$371.53
37		\$338.40	\$43.45	\$381.85
38		\$347.55	\$44.63	\$392.17
39	x \$9.678	\$377.44	\$48.46	\$425.91
40		\$387.12	\$49.71	\$436.83
41		\$396.80	\$50.95	\$447.75
42		\$406.48	\$52.19	\$458.67
43		\$416.15	\$53.43	\$469.59
44		\$425.83	\$54.68	\$480.51
45		\$435.51	\$55.92	\$491.43
46		\$445.19	\$57.16	\$502.35
47		\$454.87	\$58.40	\$513.27
48		\$464.54	\$59.65	\$524.19
49		\$474.22	\$60.89	\$535.11
50	x \$10.233	\$511.65	\$65.70	\$577.35
51		\$521.88	\$67.01	\$588.89
52		\$532.12	\$68.32	\$600.44

RATE SCHEDULE – 2012
Effective January 1, 2012

Guest Moorage Rates

Overall Length of Vessel	Nightly Rate
Less than 20 feet	\$13.89
20 feet – 24 feet	\$17.36
25 feet – 28 feet	\$21.99
29 feet – 37 feet	\$26.63
38 feet – 45 feet	\$31.26
46 feet – 55 feet	\$40.52
56 feet – 65 feet	\$53.25
66 feet and greater	\$65.98

Note: electricity is included.

Electricity

Metered slips

Account service charge (applies to all accounts)	\$5.21 per month
Charge per kilowatt hour consumed (per meter)	\$0.122 per kwh
Minimum charge, regardless of consumption (includes account service charge)	\$11.29 per month

Unmetered slips, nonliveaboard (flat fee)

Boats to 30 feet	\$11.29 per month
Boats 31 through 36 feet	\$17.36 per month
Boats greater than 36 feet	\$25.47 per month

Unmetered slips, liveaboard (flat fee)

Boats to 36 feet	\$46.31 per month
Boats greater than 36 feet	\$61.35 per month

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

Storage Sheds

Monthly Rate (subtotal)	State Leasehold Excise Tax (12.84%)	Total Monthly Rental Rate	Temporary Daily Rate
\$98.20	\$12.61	\$110.81	\$4.05

Use of Hoist

Fees for hoist services performed for customers by marina staff

Launching or retrieving (one way)	\$17.36
Round trip	\$34.73

Monthly contract rates

Non-commercial	\$34.73
Commercial	\$46.31

Environmental Compliance Fee

A monthly fee of \$1.16 shall be charged to each moorage and mini-storage account.

Parking Lot Storage Rate

Monthly Rate (subtotal)	State Leasehold Excise Tax (12.84%)	Total Monthly Rental Rate	Temporary Daily Rate
\$47.20	\$6.06	\$53.26	\$2.32

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

Bill No. 6
Date: December 15, 2009
Subject: Comprehensive Plan Amendment
Process Code

FROM: Steve Powers *SP*
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents a new chapter to the Oak Harbor Municipal Code, Chapter 18.15, entitled "Comprehensive Plan Amendment Process." The purpose of this new chapter is to codify the process and schedule by which annual amendments to the Comprehensive Plan are submitted, processed and acted upon. The public hearing on this item was continued from the December 1, 2009 meeting.

AUTHORITY

The City has the authority to adopt new material to its code as provided in RCW 35.21.560.

The proposed code amendments are intended to further the requirements of RCW 36.70A.130 that require comprehensive plans be subject to continuing review and evaluation. The proposed code also furthers the requirements of RCW 36.70A.035 and 36.70A.140 that require public notification and public input procedures on comprehensive plans.

BACKGROUND

The existing process to amend the comprehensive plan is depicted in the attached flow chart (Attachment 1). The process is initiated with a publication/notification in the local newspaper calling for applications to amend the comprehensive plan. This call for applications usually occurs after the adoption of the previous years amendments by City Council. In the past the timing of this initiation has varied between December and March, since the previous year's adoption of the comprehensive plan amendments varied.

The amendments that are considered in a given year are determined by the applications received and the direction provided by City Council on specific mandatory and discretionary items. Currently, Resolution No. 07-12 (Attachment 2) provides this direction. Based on these inputs, staff lays out a work program and a schedule for the amendment process. Once the amendments are reviewed and analyzed, public meetings and discussions are held for public input opportunities. The amendments are then formerly considered through the public hearing process

established by OHMC 18.20.270.

DISCUSSION

The proposed code introduces the concept of an annual docket system. The docket system allows the Planning Commission and the City Council to formally review and act on the scope of amendments proposed each year to the comprehensive plan. The review of a docket provides the opportunity for early public participation as prescribed in RCW 36.70A.140.

The proposed code language outlines a process and schedule for the amendment process, public notification and provides consistency and predictability for public input opportunities. The proposed code amendment includes:

- opportunities for early community input on the docket through public hearings
- notification by publication of proposed and approved docket
- recommends a general time frame for public meetings and open discussions
- codifies the formal consideration of amendments through a hearing process

The proposed language also includes a framework for docket management, threshold criteria for agenda items and evaluation criteria for the amendments.

Proposed Process

The proposed process (Attachment 3) recommends the use of a docket system to determine the scope of the amendments to the comprehensive plan in a given year. Applications for comprehensive plan amendments from the public and recommendations from the Planning Commission and the City Council are compiled into a preliminary docket. The preliminary docket then moves through a formal public hearing process before the Planning Commission and the City Council.

The proposed process includes publication of the preliminary docket before the public hearing process. The approved annual docket will also be published. The proposed code also includes a general timeframe for public meetings and discussions regarding the amendments to provide some predictability to the general public on opportunities for input. Final review of the amendments will be similar to the existing process and will follow the notification and review procedures set forth in OHMC 18.20.270.

In summary the proposed process is intended to:

- Formalize the amendment process and meet the requirements of RCW 36.70A.140
- Increase public involvement
- Provide a consistent and predictable schedule for the amendment process
- Provide a mechanism to proactively advance goals and policies within the comprehensive plan

Public Participation, Input and Notification

The proposed process provides greater opportunity for public input than the existing process. It is crafted to provide "early and continuous public participation" in the amendment process as prescribed by the Growth Management Act. This is in part achieved by the docket review

process. As mentioned above, a preliminary docket is compiled with applications from the public, and recommendations from the Planning Commission and the City Council. The preliminary docket is then advertised in the local newspaper and reviewed through a formal public hearing before the Planning Commission and the City Council. The final approved annual docket is then advertised in the local newspaper to notify the public on the scope of amendments for the year.

The proposed process also provides an option to consider formation of a technical advisory group for a topic specific amendment if needed. The decision to form a technical advisory group will be made along with the approval of the docket. If approved, the Mayor will have the authority to choose the members of the technical advisory committee and the group would remain in place only for the duration of the specific amendment they were chosen to assist in. This provides additional opportunities for the public to be continually involved in the amendment process.

The proposed code recommends a general time frame for public meetings and discussion on the comprehensive plan amendments. This is intended to provide consistency and predictability for public input and discussion opportunities each year. The proposed code also provides the general forms of public input methods that can be used for public participation, input and discussion regarding the amendments. The final review of amendments will be done through a public hearing process before the Planning Commission and the City Council similar to the current process.

Schedule

The proposed code amendment establishes a schedule with deadlines to follow in the consideration of the comprehensive plan amendments. This is intended to bring consistency and predictability to the process. The table below summarizes the process and schedule:

Initiate amendment process by publishing notice in newspaper	October
Deadline for applications	December 1
Preliminary docket published in local newspaper	December
Planning Commission to hold public hearing and make a recommendation on the preliminary docket to the City Council	Before January 31
City Council to hold public hearing and approve the annual docket	Before March 31
Review and analysis of approved amendments	April - July
Neighborhood meeting, public discussions, open houses etc	August - September
Notice to Department of Commerce	August 31
Planning Commission to hold public hearing on amendments and make a recommendation to the City Council	Before October 31
City Council to hold public hearing on amendments and take action	December 31

Amendments

The recommended code requires categorizing all amendments into three categories – sponsored, mandatory and discretionary. The categories help in assigning priorities to the amendments. The

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categorization and priority setting is intended to help make decisions when the scopes of amendments are larger than resources available to review them.

The proposed code includes language to distinguish between private amendments such as land use map changes, and public amendments to amend policies such as density ranges or open space requirements. Since the latter impacts the city as a whole, a higher level of public involvement in making the application is prescribed. The public involvement/hearing/notification requirements during the consideration of the preliminary docket are included in the process so that the community need for such amendments can be documented in the review process.

Review Criteria

The proposed code includes threshold criteria to evaluate proposals on the preliminary docket. The review criteria combined with public input is intended to provide the Planning Commission and the City Council a sound basis to make a final determination on the annual docket. Decision-making criteria are included to assist with review and action on proposed amendments.

Repealing OHMC 18.10.030

Currently Chapter 18.10 includes language requiring the annual review of the Capital Improvements Plan and land use applications. Since the new process will address the scope of amendments for a given year this language can be repealed from the existing code. Repealing this section also provides the flexibility of considering the Capital Improvements Plan along with the budget.

SUMMARY

The proposed code, as mentioned earlier, formalizes the methodology to amend the comprehensive plan and applies a structure and schedule to the process. More importantly, it provides for public input and participation early in the process as prescribed by the GMA. The proposed code also establishes the public notification process and a timeline so that the process can be consistent and predictable to the public.

STANDING COMMITTEE REPORT

The proposed ordinance was presented to the Governmental Services Committee at their November 9, 2009 meeting. The Committee did not raise any significant questions or concerns.

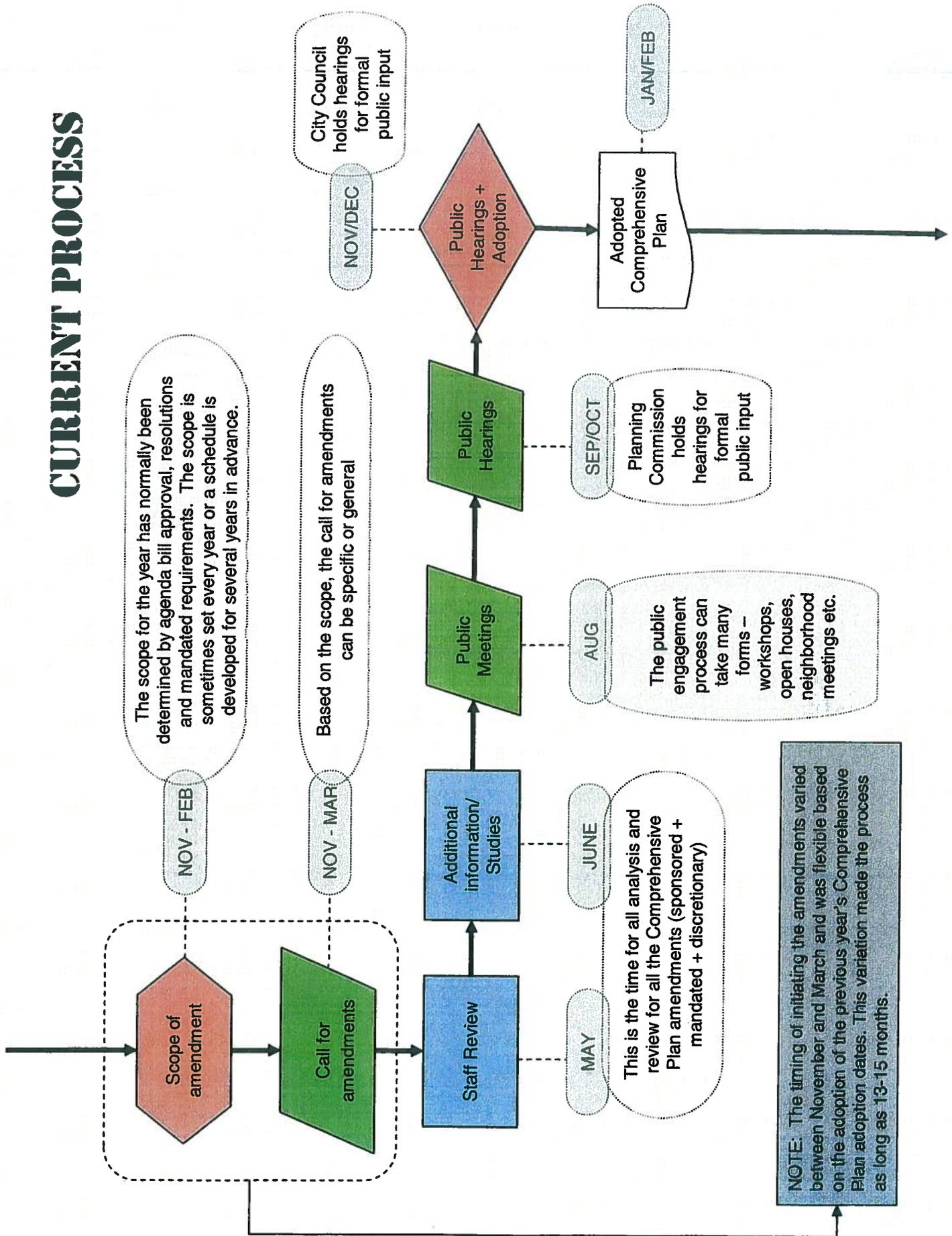
RECOMMENDATION

Conclude the public hearing and adopt the ordinance.

ATTACHMENTS:

- Attachment 1 – Flow chart of existing process
- Attachment 2 – Copy of Resolution No. 07-12
- Attachment 3 – Flow chart of proposed process
- Attachment 4 – Draft ordinance adopting OHMC Chapter 18.15 and repealing OHMC Section 18.10.030.

CURRENT PROCESS



RESOLUTION NO. 07-12

A RESOLUTION ESTABLISHING THE CITY OF OAK HARBOR PUBLIC PARTICIPATION PROCEDURES FOR THE COMPREHENSIVE PLAN PLANNING PROCESS

WHEREAS, the City of Oak Harbor desires to obtain citizen's opinions, concerns and input during the development and amendment of comprehensive plans and development regulations that implement those plans; and

WHEREAS, the City of Oak Harbor wants to keep the citizens informed so that they will be able to understand and advise their elected representatives; and

WHEREAS, the City of Oak Harbor would like the City staff to respond effectively to concerns, comments or complaints from citizens; and

WHEREAS, the City Council would like to encourage citizens to provide written comments; and

WHEREAS, RCW 36.70A.140 requires the City to establish and broadly disseminate to the public a public participation program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations implementing such plans. The procedures shall provide for broad dissemination of proposals and alternatives, opportunity for written communication programs, information services and consideration of, and response to, public comments; and

WHEREAS, RCW 36.70A.140 provides that errors in exact compliance with the established program and procedures shall not render the development regulations invalid if the spirit of the program and procedure is observed; now, therefore,

WHEREAS, the City of Oak Harbor wishes to follow the policy established by Resolution No. 2002-04 by designating the Planning Commission as the lead advisory body tasked with the responsibility of conducting the public review process for Comprehensive Plan amendments and updates; and convening a separate task force, subcommittee or focus groups when considering complex major updates; and

WHEREAS, the City of Oak Harbor believes it is beneficial for the community at-large that the City follow a Comprehensive Plan amendment, update and implementation schedule that promotes predictability; and

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

- (1) The attached policy entitled "City of Oak Harbor Public Participation Policy for the Comprehensive Plan Planning Process" (Attachment A) is hereby adopted.
- (2) The attached policy entitled "City of Oak Harbor Comprehensive Plan Update, Amendment and Implementation Schedule" (Attachment B) is hereby adopted.
- (3) The attached policy entitled "City of Oak Harbor Policy for the Appointment of Task Force Members" (Attachment C) is hereby adopted.
- (4) Resolution Nos. 2002-04 and 2000-13 are hereby repealed.

PASSED and approved by the City Council this 19th day of June, 2007.

THE CITY OF OAK HARBOR

Pamela A. Cohen
Mayor

Attest:

Conrad E. Wheel
City Clerk

Approved as to Form

[Signature]
City Attorney

ATTACHMENT A

CITY OF OAK HARBOR PUBLIC PARTICIPATION POLICY FOR THE COMPREHENSIVE PLAN PLANNING PROCESS

1. Background

One of the stated goals of the Growth Management Act is to “encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.” Community involvement will play a key role as the Comprehensive Plan for Oak Harbor is implemented and refined. The public involvement process is designed to ensure that:

- a. The decisions of government reflect the preferences of the people.
- b. Government is responsive and accountable to its citizens.
- c. Oak Harbor residents are actively involved in the decision-making process in planning for their community.
- d. Citizens support the Comprehensive Plan and its long-term implementation.
- e. Citizens are educated on the value of planning, of participating in the formation of the Comprehensive Plan vision, on the relationship between the Comprehensive Plan and the implementing development regulations.
- f. Citizens are able to help make informed decisions on issues relating to growth, development and community building.

Early and continuous involvement of the public in the planning process is crucial to creating good plans and generating support for the plans. The City of Oak Harbor has strived to inform Oak Harbor urban area residents about planning activities and to provide opportunities for participation throughout the growth management planning process. Such participation is essential not only during the creation, amendment and updating of Comprehensive Plans, but also for the development regulations that implement them. The City will continue this high standard of public involvement in the future through several notification and outreach programs.

2. Planning Commission

The Planning Commission shall be responsible for the development of GMA Comprehensive Plan amendments and updates during such years as amendments and updates will be considered. The Commission shall hold such public workshops, meetings and hearings as are useful for obtaining enhanced public participation. The Planning Commission is also responsible for conducting the public hearing process for development regulation amendments as prescribed by the Oak Harbor Municipal Code.

3. Task Forces, Subcommittees and Focus Groups

The City intends to form community task forces, subcommittees and/or focus groups as necessary when considering updates to the Comprehensive Plan. Such community groups will also be used when reviewing the UGA capacity. These groups will generally consist of member representatives of the varied interests of the Oak Harbor community, including citizens, business owners, members of community organizations and public agency staff. Composition of task forces shall be determined by the City Council and Mayor consistent with the “City of Oak Harbor Policy for the Appointment of Task Force Members” (see Attachment C).

4. **Public Open Houses, Workshop, Meetings and Hearings**

The City of Oak Harbor intends to utilize a combination of open houses, workshops, meetings and public hearings to provide opportunities for public input and participation in the Comprehensive Plan amendment, update and implementation process. The number and types of these meetings and hearings will vary based on the amendment, update or implementation topics considered during any given review cycle. The City also intends to utilize the Internet as a tool to distribute and receive information.

5. **Notices**

The City will strive to notify the community of open house, workshop, meeting and hearing dates through a variety of procedures, including the following:

- a. Notification in the Whidbey News Times through public meeting or hearing notices, advertisements, and/or press releases.
- b. Posting notices and agendas at City Hall, Sno-Isle Library and other public places as may be available.
- c. Advertising the meeting and hearing dates on Channel 10, the community interest channel and on the City's website.
- d. Copies of proposed amendments, updates and implementation products (such as proposed development regulations) will be available for review at City Hall, at the Oak Harbor branch of the Sno-Isle Library and, as possible, on the City's website.
- e. To the extent practical, an electronic mail address list will be kept by the City and they will provide notice to interested parties in this fashion.

Based upon the scope of the proposal, the City may elect to perform some or all of the above notification procedures. At times the City will also be responsible for performing notification standards specified in the Oak Harbor Municipal Code for comprehensive plan amendments, code amendments or other applicable permits.

6. **Comment Periods**

In addition to public involvement elements listed above, complex planning projects such as Comprehensive Plan updates and certain city-wide development regulations may warrant a specified public review and comment period, in addition to the public review periods usually established with a public hearing.

When the City specifies a public review and comment period for a GMA related document, citizens are encouraged to file written comments for the proposal during the allotted time period. Notice of the comment period will utilize some or all of the procedures noted in Section 5 above.

By submitting comments during this period, the public will allow staff to analyze and address the comments within reports made to the Planning Commission and/or City Council, and the comments will be made early enough in the planning stage for these decision makers to completely review and consider the comments on the proposal. All written comments will be made available to the Planning Commission and City Council, and will become part of the public record on the proposal. Appropriate City staff will respond to all public comments within reasonable constraints of resources and time.

7. **Speakers Bureau**

The City staff will make presentations to interested citizen groups, committees or other agencies as needed based on written request. Various City staff will be included based on the subject of the request. Efforts will be made to coordinate these presentations at the dates and times of most value to the citizen groups.

8. **Mailing Lists for Parties of Interest**

For those proposals that staff believes will have a long development and review process, staff will maintain a mailing list of interested parties (physical address and/or electronic mail address). It is the City's aim to distribute public meeting notices, or other notices of process milestones, to person on this list. Continual notification will help inform the public of meetings, hearings or other events of interest.

9. **Administration of this Policy**

The Director of Development Services or his/her designee is responsible for establishing the procedures necessary to implement and further this policy. The Director shall keep on file and maintain all documentation necessary to show compliance with this policy. Failure to follow the procedure shall not invalidate any proposal as long as the spirit of public participation is followed.

ATTACHMENT B

CITY OF OAK HARBOR COMPREHENSIVE PLAN UPDATE, AMENDMENT AND IMPLEMENTATION SCHEDULE

Comprehensive Plan Amendments, Updates and Implementation

1. Requirements

Growth Management Act requires the City to review and as may be necessary, update, our Comprehensive Plan every seven (7) years. The first mandated update was completed in 2005. Additionally, the City's Comprehensive Plan states that "Every five years, the City will review development capacity within the designated Urban Growth Area and consider amendments as necessary to meet projected growth as provided by the GMA." The City also recognizes that a key component to the success of a Comprehensive Plan is dedicating time and resources to its implementation.

2. Schedule

With State-mandated reviews and locally established UGA capacity reviews, and a desire to implement the Comprehensive Plan established by the community, it is appropriate to establish a general schedule that the City will strive to follow. The 'Seven Year Review Cycle' is attached as Attachment B. The schedule allows for major updates, amendments, UGA capacity analysis and Plan implementation in the form of code writing or other projects. Please note that this concept draws a distinction between Comprehensive Plan updates and amendments.

'Updates' are major bodies of work intended to respond to GMA requirements or significant community-wide issues. They would also typically involve reviewing, and possibly amending, more than one element of the Plan.

'Amendments' are minor adjustments to specific parts the Plan (e.g. changing goals and policies, without necessarily reviewing the entire plan element, or minor land use adjustments).

This schedule is intended to provide predictability to the citizens of Oak Harbor as to when the City will consider amendments or updates to the Comprehensive Plan. The schedule also is intended to provide opportunity for the City to implement the Comprehensive Plan through sub-area plan drafting, specific planning projects, development regulation and policy drafting and other projects. This schedule is not regulatory and may be modified by the City Council as is necessary to respond to community conditions, new State mandates, or other such similar occurrences.

**Comprehensive Plan
Update, Amendment and Implementation Schedule**

Seven Year Review Cycle (typical)

Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Major Review and Update (per GMA)	Implementation •Code •Projects	Amendments Examples: •Land Use •CIP •Other Review Body •Plan. Comm.	Implementation •Code •Projects	Amendments Examples: •Land Use •CIP •Other Review Body •Plan. Comm.	UGA Capacity Analysis (per City's Comp Plan)	Major Review and Update* •Prepare for major review (as necessary)	Major Review and Update (per GMA)
					Review Body •Task Force & Plan. Comm.	Review Body •Task Force & Plan. Comm. (as necessary)	Review Body •Task Force & Plan. Comm.

*Note: If Year 6 is not needed for the Major Review preparation it may be used for Implementation or Amendments.

2007-2012 Review Cycle

Note: This schedule is provided as a guide for the next five years of the process.

Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
2005 Major Review and Update (per GMA) •Res. Capacity •UGA •Critical areas	2006 Commercial lands inventory and analysis	2007 Revise Elements •Transportation Plan •Parks Plan Review Body •Task Force & Plan. Comm.	2008 Amendments Examples: •Land Use •CIP •Other Review Body •Plan. Comm.	2009 Implementation •Code •Projects	2010 UGA Capacity Analysis (per City's Comp Plan)	2011 Major Review and Update* •Prepare for major review (as necessary)	2012 Major Review and Update (per GMA)
					Review Body •Task Force & Plan. Comm.	Review Body •Task Force & Plan. Comm. (as necessary)	Review Body •Task Force & Plan. Comm.

*Note: If Year 6 is not needed for the Major Review preparation it may be used for Implementation or Amendments.

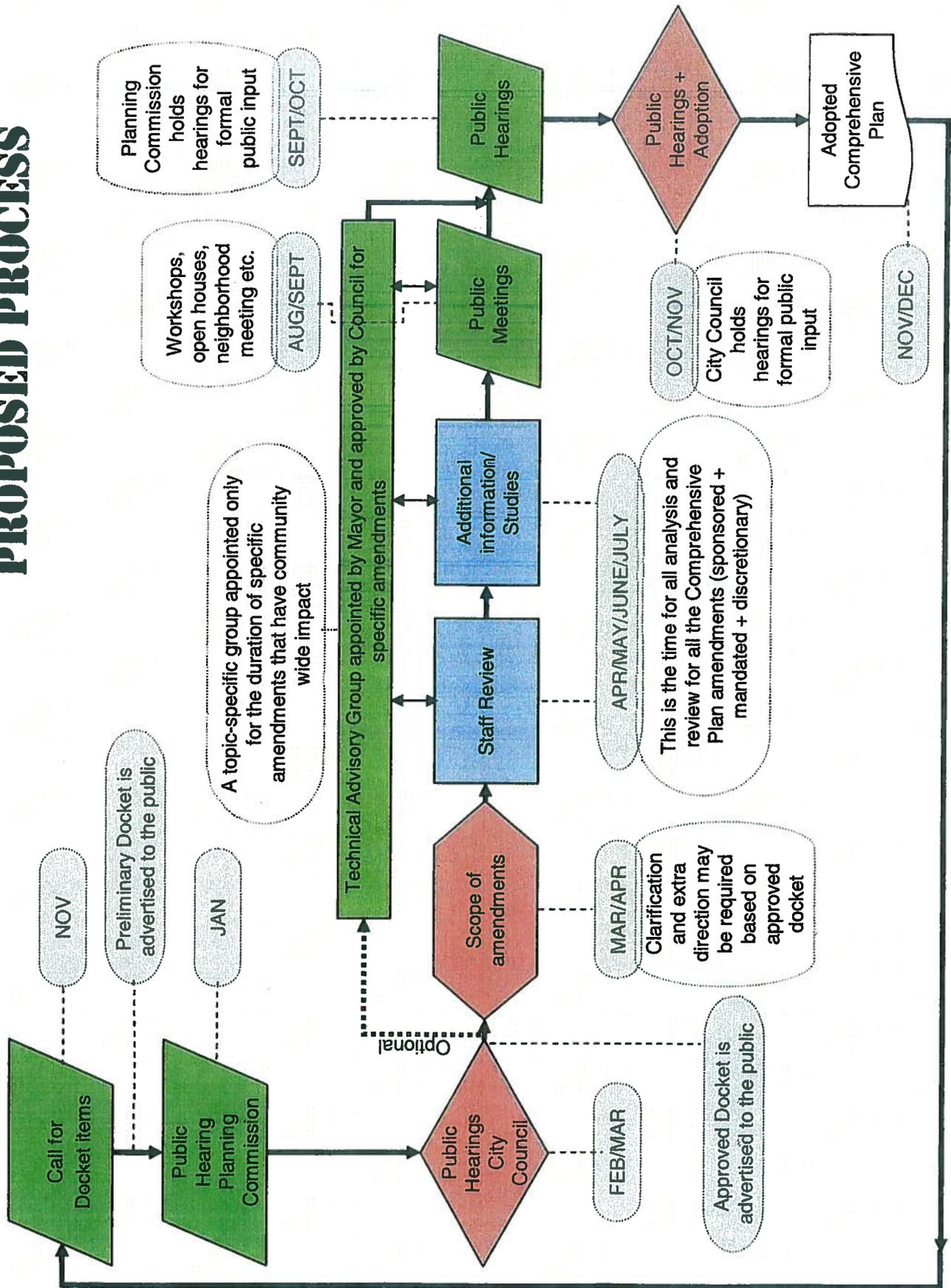
ATTACHMENT C

CITY OF OAK HARBOR POLICY FOR THE APPOINTMENT OF TASK FORCE MEMBERS

When appointing members of a task force, the City intends to adhere to the following:

1. The task force shall consist of 15 members. Members shall serve for four years and shall serve without compensation.
2. Members shall be residents of Oak Harbor, the UGA or the city/county joint planning area with at least seventy percent being registered voters of the City of Oak Harbor
3. Preliminarily, the Mayor, in consultation with the City Council, shall develop a list of groups which may have an interest in the Oak Harbor community including area community groups, residents, property owners, businesses, construction industry, real estate, union, environmental and any other special or general organizations operating within the Oak Harbor area having an interest in the Oak Harbor community. This list should include those which have filed with the City of Oak Harbor requesting notices of actions concerning the Comprehensive Plan. Only one member shall be appointed from each group identified.
4. The Mayor, in consultation with the City Council, shall develop list of potential members to serve on the task force. Groups from which members may be selected for appointment to the task force shall include those identified in the process set out in subsection (3) above and area residents.
5. To the extent possible, some of the membership of the task force should reflect the ethnic, gender, age, economic and interest diversity of the Oak Harbor community.
6. To the extent possible, some of the members of the task force should possess expertise in such areas as neighborhood organization and issues, housing, transportation, land use and zoning, economic development, cultural interests, special population needs and environmental concerns.
7. The members shall be chosen as follows:
 - a. Council members, subject to Council approval, shall each appoint one member to the task force to serve a four year term, corresponding to the Councilmember's term of office. If a task force member is appointed during a Councilperson's term of office, the task force member shall serve for six months past the Councilperson's term of office.
 - b. The Mayor, subject to Council approval, shall appoint eight members to the task force.
 - c. If a vacancy occurs in a position on the task force, the responsible official (Councilmember or Mayor) shall appoint, subject to Council approval, a replacement to fill out the term. If the position is not filled by appointment by the responsible official, Council may appoint a person to fill the position.
 - d. If the Council fails to confirm a nominee, the responsible official shall appoint another member.
8. Non-voting members of the task force may be appointed by the Mayor.

PROPOSED PROCESS



ORDINANCE NO. _____

AN ORDINANCE ADDING A NEW CHAPTER 18.15 TO THE OAK HARBOR MUNICIPAL CODE ENTITLED "COMPREHENSIVE PLAN AMENMENT PROCESS" THAT ESTABLISHES THE PROCESS AND SCHEDULE BY WHICH AMENDMENTS TO THE COMPREHENSIVE PLAN ARE SUBMITTED, PROCESSED AND ACTED UPON AND REPEALING SECTION 18.10.030 ENTITLED "UPDATE".

WHEREAS, the City of Oak Harbor first adopted a Comprehensive Plan consistent with the requirements of the Washington State Growth Management Act (Chapter 36.70A RCW) in 1995 by Ordinance 1027, and adopted amendments to the plan in 1997 by Ordinance 1100, in 1998 by Ordinance 1161, in 2000 by Ordinance 1215, in 2001 by Ordinance 1287, in 2003 by Ordinance 1340, in 2004 by Ordinance 1396, in 2005 by Ordinance 1439 and in 2007 by Ordinance 1488 and in 2008 by Ordinance 1542; and

WHEREAS, THE CITY OF OAK HARBOR, in the public interest, may adopt amendments or revisions to the Comprehensive Plan no more frequently than once per year in accordance with the State of Washington Growth Management Act RCW 36.70A.130(2); and

WHEREAS, the City of Oak Harbor in accordance to RCW 36.70A.130 is desirous of establishing a schedule and process to review and amend the Comprehensive Plan; and

WHEREAS, the City of Oak Harbor in accordance to RCW 36.70A.140 is desirous of ensuring early and continuous public participation in the Comprehensive Plan amendment process; and

WHEREAS, after due and proper notice, public hearings were conducted by the Planning Commission on October 27, 2009 and November 24, 2009 and the City Council on December 1, 2009 and December 15, 2009 on the proposed process to amend the Comprehensive Plan;

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

Section One. There is hereby added a new Chapter 18.15 to the Oak Harbor Municipal Code which shall have the following title and sections:

Chapter 18.15
COMPREHENSIVE PLAN AMENDMENT PROCESS

Sections:

18.15.010 Comprehensive Plan Amendment Process

18.15.020 Applicability

18.15.030 Responsibility

18.15.040 Amendment Process and Schedule

18.15.050 Docket

18.15.060 Sponsored Amendments

18.15.070 Preliminary Docket Review Criteria

18.15.080 Annual Amendment Decision Criteria

- 18.15.090 Public Participation – Notice provisions**
- 18.15.100 Public Participation Program**
- 18.15.110 Technical Advisory Group**
- 18.15.120 Appeals**

Section Two. There is hereby added a new Section 18.15.010 entitled “Comprehensive Plan Amendment Process” to the Oak Harbor Municipal Code to read as follows:

18.15.010 Comprehensive plan amendment process.

This chapter establishes the authority, process, format, and criteria by which the comprehensive plan maybe amended in accordance with Chapter 36.70A RCW. This chapter also establishes the City’s public participation program as required by RCW 36.70A.140.

Section Three. There is hereby added a new Section 18.15.020 Entitled “Applicability” to the Oak Harbor Municipal Code to read as follows:

18.15.020 Applicability.

- (1) This chapter shall apply to updates, amendments or revisions to the comprehensive plan that are considered by the city council no more frequently than once a year. At the discretion of the Mayor, amendments may be considered more frequently than once a year for the following circumstances:
 - (a) The initial adoption of a subarea plan that does not modify the general vision, goals and policies of the comprehensive plan
 - (b) The adoption or amendment of a shoreline master program under the procedures set forth in Chapter 90.58 RCW;
 - (c) The amendment of the capital facilities element of a comprehensive plan that occurs concurrently with the adoption or amendment of the city budget;
- (2) Although sometimes referred to as the “annual” docket, nothing in this chapter shall be deemed as requiring that amendments be undertaken every year.

Section Four. There is hereby added a new Section 18.15.030 entitled “Responsibility” to the Oak Harbor Municipal Code to read as follows:

18.15.030 Responsibility.

- (1) The director of development services shall have the responsibility to:
 - (a) Administer this chapter.
 - (b) Establish application and administrative procedures that may also include fee collection, refunds etc.
 - (c) Review the applications and make a determination of completeness for inclusion in the preliminary docket for planning commission review.
 - (d) Place amendments on the preliminary docket for planning commission and city council consideration.
 - (e) Make a recommendation to the planning commission and the city council on the annual docket and work program.
- (2) The planning commission shall have the responsibility to:

- (a) Review proposed amendments to the comprehensive plan that are included in the annual preliminary docket.
 - (b) Hold a public hearing, deliberate, and make recommendations to the city council on the said annual preliminary docket.
 - (c) Place items as determined by majority vote, on the preliminary docket for city council consideration.
 - (d) Review and study proposed amendments to the comprehensive plan that are included in the city council-approved annual docket for each year and hold a public hearing, deliberate, and make recommendations to the city council on said proposals.
- (3) The city council shall have the responsibility to:
- (a) Review each proposal on the preliminary docket to amend the comprehensive plan and make a final decision that results in establishing the planning commission's annual docket work program for each year.
 - (b) Place items, as determined by majority vote, on the annual docket.
 - (c) Hold a public hearing and make a final decision on the amendments pursuant to this section after the planning commission has provided a recommendation to the city council.

Section Five. There is hereby added a new Section 18.15.040 entitled "Amendment process and schedule" to the Oak Harbor Municipal Code to read as follows:

18.15.040 Amendment process and schedule.

The comprehensive plan shall be amended pursuant to this chapter, no more frequently than once a year as part of the amendment cycle established in this chapter, except as provided in OHMC 18.15.020

- (1) The public shall be made aware of the deadline to submit proposed amendments to the comprehensive plan by means of two publications in the local newspaper of general circulation in the city, with the first notice published at least 30 days prior to the deadline.
- (2) The deadline for submitting an application for amendments pursuant to this chapter is 5pm, December 1st of each year, or the next business day if December 1st falls on a Saturday or Sunday.
- (3) Only applications that fulfill the requirements of OHMC 18.15.060 by the deadline in subsection (2) of this section shall be placed on the preliminary docket for consideration in the next annual amendment process.
- (4) The planning commission may recommended amendments be added to the preliminary docket, but such recommendation shall be made before December 1st of each year so that may be published along with other proposed amendments. Only amendments that have received a majority vote by the planning commission shall be included in the preliminary docket for consideration.
- (5) The director of development services shall review all complete applications submitted by the deadline set forth in subsection (2) of this section based upon the threshold criteria set forth in OHMC 18.15.070 (1) and place them on the preliminary docket along with the discretionary and mandated items in accordance with 18.15.050.

- (6) The director of development services shall advertise the preliminary docket in the local newspaper of general circulation prior to its consideration for recommendation by the planning commission.
- (7) The planning commission shall hold a public hearing on the preliminary docket and review said docket based on the criteria set forth in OHMC 18.15.070 (2) and make a recommendation to the city council before January 31st of each year.
- (8) The city council shall hold a public hearing and review the preliminary docket and, after such review and deliberation, establish an annual docket before March 31st of each year.
- (9) The annual docket shall be advertised in the local newspaper of general circulation.
- (10) Proposals on the annual docket shall be open for public input throughout the amendment process. However, formal and informal meetings such as but not limited to neighborhood meetings, town hall meetings, open houses etc, will generally be scheduled between August 1st of each year and September 30th of each year to provide consistency and predictability. Public input on the amendments shall be as per OHMC 18.15.090.
- (11) A draft of the proposed amendments on the annual docket shall be transmitted to the Washington State Department of Commerce in accordance with the requirements of RCW 36.70A.106 not later than August 31st of each year.
- (12) The planning commission shall hold a public hearing on the proposed amendments in the annual docket based on the criteria set forth in OHMC 18.15.080 and make a recommendation on each proposal to the city council before October 31st of each year.
- (13) The city council shall hold a public hearing on the proposed amendments in the annual docket and take action on such amendments before December 31st of each year.

Section Six. There is hereby added a new Section 18.15.050 entitled "Docket" to the Oak Harbor Municipal Code to read as follows:

18.15.050 Docket

- (1) Responsibility. The director of development services shall have responsibility to manage the preliminary docket as set forth in this section and assure that the process and schedule set forth in OHMC 18.40.040 is followed.
- (2) Format.
 - (a) The docket shall not span a term of more than 1 year.
 - (b) The items on the preliminary docket shall be categorized by the type of amendments as set forth in subsection (3).
 - (d) Each agenda item on the preliminary docket shall be assigned a pre-determined priority based on the criteria established in subsection (4).
- (3) Types of Amendments.
 - (a) Sponsored Amendments. These are amendments that are proposed through the application process submitted prior to December 1st of each year for consideration in the annual docket. Sponsored amendments are limited to those amendments as set forth in OHMC 18.15.060
 - (b) Mandated Amendments. These amendments are proposed for the annual docket in response to existing and scheduled mandates from the state and the countywide planning policies. The director of development services shall be responsible for placing proposals to meet such mandates on the preliminary docket for the year in which the mandate requires action.

- (c) Discretionary Amendments. These amendments are added to the annual docket to proactively add, amend, revise, delete or further goals and policies in the comprehensive plan. Discretionary items can be added to the docket by boards, commissions or council established by the OHMC and by the director of development services. Discretionary items from boards and commissions shall be added to the docket only after such items have received a majority vote by said board, commission or council.
- (4) Prioritization. Each item on the preliminary docket shall be assigned a pre-determined priority by the director based on the following criteria:
 - (a) Priority A - Mandated.
 - (i) Amendments and updates that are in response to an existing or scheduled mandate from the state or countywide planning polices shall automatically be considered during the appropriate amendment cycle.
 - (b) Priority B - Sponsored.
 - (i) Private Amendments that are sponsored by an individual property owner or a group that impacts specific properties.
 - (ii) Public amendments that meet the requirements set forth in OHMC 18.15.060 (2)
 - (c) Priority C - Discretionary.
 - (i) Discretionary amendments that are generated by boards, commission and the council to further the goals and policies of the comprehensive plan.
- (5) Approval. The city council shall establish by resolution the annual docket. The annual docket shall specifically apply only to the amendments listed for the current year.

Section Seven. There is hereby added a new Section 18.15.060 entitled “Sponsored Amendments” to the Oak Harbor Municipal Code to read as follows:

18.15.060 Sponsored amendments.

These are amendments that are initiated by the public through the application process. Sponsored amendments are classified into two categories as described below.

- (1) Private amendments. These are applications initiated by an individual property owner or a group of property owners who are requesting changes that will primarily impact properties that they own or control.
 - (a) Application requirements.
 - (i) An application form provided by the department of development services and completed by the applicant that includes, at minimum, the applicant’s name, address contact information, property address and location, parcel number(s), existing land use designation, proposed land use designation and zoning designation.
 - (ii) A map of the property clearly showing the subject properties and its surrounding context.
 - (iii) A narrative clearly stating the proposal and what the amendment is attempting to accomplish.
 - (iv) A completed environmental checklist, if required by the director.
 - (v) An application processing fee in accordance with RCW 82.02.020.

- (2) **Public Amendments.** These are applications initiated by the public requesting changes, additions, or updates to elements, maps, data, goals and policies that have an area-wide or the city-wide significance. Since these requests can have an impact to the community at-large, the application requirements vary from the private amendments.
- (a) **Application requirements.**
- (i) A narrative clearly stating the proposal and what the amendment is attempting to accomplish.
 - (ii) Identification, address and contact information of the lead person or group initiating the proposed amendment.
 - (iii) Identify the goals and policies within the comprehensive plan that are proposed to be amended.
 - (iv) Proposed new or replacement language.
 - (v) Identify goals and policies that support the proposed amendment.
 - (vi) Supporting studies or findings that justify the proposed amendments.
 - (vii) A petition supporting the proposed amendment that includes the signatures and names and addresses of one of the following:
 - (A) No less than 250 residents or property owners of the city and its urban growth area; or
 - (B) 60% of the property owners impacted by the proposed amendments.
 - (viii) An application processing fee is waived for public amendments.

Section Eight. There is hereby added a new Section 18.15.070 entitled “Preliminary Docket Review Criteria” to the Oak Harbor Municipal Code to read as follows:

18.15.070 Preliminary docket review criteria

- (1) **Applications.** The director of development services shall review all complete applications submitted by the deadline set forth in OHMC 18.15.040 and make a decision whether each application should be placed on the preliminary docket based upon the following criteria;
- (a) The application is complete and all relevant information in accordance with the requirements of OHMC 18.15.060 (1)(a) or (2) (a) has been provided.
 - (b) The application was submitted by the deadline established in OHMC 18.15.040.
 - (c) The correct application processing fee has been paid in full by the deadline established in OHMC 18.15.040.
- (2) **The Preliminary Docket.** The planning commission will review the proposed amendments on the preliminary docket and make a recommendation to the city council. Recommendations on whether agenda items shall be included in the annual docket should be based on one or more of the following criteria:
- (a) The proposed amendments are consistent with Growth Management Act and the Countywide Planning Policies.
 - (b) The proposal does not appear to contradict other elements, goals and policies within the comprehensive plan.
 - (c) The proposal will implement or further existing goals and policies in the comprehensive plan.

- (d) The proposal would correct an inconsistency within or make a clarification to a provision of the comprehensive plan.
- (e) The proposed amendments have been clearly defined to determine a fairly accurate scope of work.
- (f) The proposed amendments respond to an expressed desire by the community.
- (g) The public interest would be best served by considering the proposal in the current year.

Section Nine. There is hereby added a new Section 18.15.080 entitled “Annual Amendment Decision Criteria” to the Oak Harbor Municipal Code to read as follows:

18.15.080 Annual amendment decision criteria.

The planning commission shall review and the city council shall decide on all proposed amendments based on the decision criteria set forth of this section where applicable.

- (1) The amendment will not adversely affect the public health, safety and welfare in any significant way.
- (2) The proposed amendment is consistent with the overall goals and intent of the comprehensive plan.
- (3) The amendment is in compliance with the Growth Management Act and the Countywide Planning Policies.
- (4) The amendment addresses the needs or changing circumstances of the community as a whole or resolves inconsistencies in the city’s comprehensive plan.
- (5) Environmental impact from the amendments have been addressed through the SEPA review and /or measures have been included that reduce possible impacts.
- (6) The amendment is consistent with the land uses and growth projections which were the basis of the comprehensive plan or to subsequent updates to growth allocations.
- (7) The amendment is generally compatible with neighboring land uses and surrounding neighborhoods.
- (8) The proposed amendment accommodates new policy direction from the city council.
- (9) Other specific criteria that may have been identified as the beginning of the process.

Section Ten. There is hereby added a new Section 18.15.090 entitled “Public Participation” to the Oak Harbor Municipal Code to read as follows:

18.15.090 Public participation – Notice provisions

- (1) The public participation requirements of this chapter shall include notice procedures that are reasonably calculated to provide notice to property owners and other affected and interested individuals, tribes, government agencies, businesses, school districts, and organizations of proposed amendments to comprehensive plans and development regulation. Examples of reasonable notice provisions include:
Posting the property for site-specific proposals;
 - (a) Publishing notice in a newspaper of general circulation in the county, city, or general area where the proposal is located or that will be affected by the proposal;
 - (b) Notifying public or private groups with known interest in a certain proposal or in the type of proposal being considered;

- (c) Placing notices in appropriate regional, neighborhood, ethnic, or trade journals; and
 - (d) Publishing notice in agency newsletters or sending notice to agency mailing lists, including general lists or lists for specific proposals or subject areas.
- (2) Changes to proposed amendments.
- (a) Except as otherwise provided in (b) of this subsection, if the legislative body for a county or city chooses to consider a change to an amendment to a comprehensive plan or development regulation, and the change is proposed after the opportunity for review and comment has passed under the county's or city's procedures, an opportunity for review and comment on the proposed change shall be provided before the local legislative body votes on the proposed change.
 - (b) An additional opportunity for public review and comment is not required under (a) of this subsection if:
 - (i) An environmental impact statement has been prepared under chapter 43.21C RCW for the pending resolution or ordinance and the proposed change is within the range of alternatives considered in the environmental impact statement;
 - (ii) The proposed change is within the scope of the alternatives available for public comment;
 - (iii) The proposed change only corrects typographical errors, corrects cross-references, makes address or name changes, or clarifies language of a proposed ordinance or resolution without changing its effect;
 - (iv) The proposed change is to a resolution or ordinance making a capital budget decision as provided in RCW 36.70A.120; or
 - (v) The proposed change is to a resolution or ordinance enacting a moratorium or interim control adopted under RCW 36.70A.390.

Section Eleven. There is hereby added a new Section 18.15.100 entitled "Public Participation Program" to the Oak Harbor Municipal Code to read as follows:

18.15.100 Public participation program.

Early, continuing and widespread public participation shall be provided during the comprehensive plan amendment process. The public notices for comprehensive plan amendments shall be in accordance with OHMC 18.20.380 (5) pertaining to the Type V review process. In accordance with RCW 36.70A.140 the following public participation program shall be incorporated into the amendment process:

- (1) Broad dissemination of proposals and alternatives.
 - (a) The call for proposals to amend the comprehensive plan shall be advertised in the local newspaper 30 days before the deadline for filing applications in accordance with the schedule in Section 18.15.040.
 - (b) The preliminary docket shall be advertised in the local newspaper prior to its review by the planning commission.
 - (c) The annual docket shall be advertised in the local newspaper after approval by city council.
- (2) Opportunity for written comment.

- (a) Written comments regarding items on the proposed docket or the annual docket can be submitted at anytime during the review process.
- (3) Public meetings after effective notice.
 - (a) All public hearings regarding the comprehensive plan amendment shall follow the public notice provision in accordance with OHMC 18.20.380
- (4) Provisions for open discussions, communication programs and information services.
 - (a) The director of development services shall determine the appropriate public input forum to discuss items on the annual docket. Forums may include, but not be limited to the following:
 - (i) Public meeting and workshops. Informal at-large public gatherings to solicit ideas, present proposals and encourage constructive feedback.
 - (ii) Neighborhood discussions. When a proposed amendment has a clear geographical interest.
 - (iii) Open houses. Advertised event to display information related to the amendments to the public including informal discussions with staff.
 - (iv) Display kiosks. Information display at general public events and venues.
 - (v) Websites and blogs. An internet based information distribution, discussion and input mechanism.
- (5) Consideration of and response to comments may vary in form and may include letters, staff reports, responses on the web and web based media.

Section Twelve. There is hereby added a new Section 18.15.110 entitled “Technical Advisory Group” to the Oak Harbor Municipal Code to read as follows:

18.15.110 Technical advisory group.

- (1) The Mayor has the authority to appoint members to a Technical Advisory Group if the city council approves the need for such groups and approves it as part of the annual docket approval process. The need for a technical advisory group shall be based on whether a specific amendment or amendments require:
 - (a) Technical expertise; or
 - (b) Scientific expertise; or
 - (c) Experience in a specific or unique field; or
 - (d) Input from 2 or more impacted groups; or
 - (e) Input from 2 or more public/government entities; or
 - (f) Any other reason not mentioned above as determined by the Mayor.
- (2) The term for members on the Technical Advisory Group is limited to the duration of the specific amendment for which the group was formed.

Section Thirteen. There is hereby added a new Section 18.15.120 entitled “Appeals” to the Oak Harbor Municipal Code to read as follows:

18.15.120 Appeals.

Appeal of a city council decision on a comprehensive plan amendment is governed by state law.

Section Fourteen. The following section of Chapter 18.10 entitled “Comprehensive Plan” is hereby repealed.

18.10.030 — Update.

The planning commission is hereby directed to complete an annual review of the comprehensive plan for at least the land use and capital facilities elements and make a report to the city council with recommendations.

Section Fifteen. 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 Sixteen. Effective Date. Effective Date. This Ordinance shall be in full force and effect (5) five days after its publication as required by law.

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

CITY OF OAK HARBOR

Approved () _____
Vetoed () Jim Slowik, Mayor

Date

ATTEST:

Approved as to Form:

City Clerk

City Attorney

Published: _____

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

7

Bill No. _____
Date: December 15, 2009
Subject: Public Hearing - Nightclub License
TOCG's

FROM: Rick Wallace, Chief of Police

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

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

PURPOSE:

This is an application for a nightclub license pursuant to OHMC Chapter 5.22. The applicants are Leon and Robin Dix. Since no disqualifying restrictions prevent the issuance of a nightclub license to the applicants, the City Council will hold a public hearing to determine what conditions should be imposed to mitigate noise, traffic and other similar public health and safety impacts on operation of TOCG's.

AUTHORITY:

OHMC 5.22.045(4) states:

"The city council shall hold a public hearing with respect to the issuance of the nightclub license. The applicant(s) shall be entitled to respond to any findings of the police chief or other city officials and any proposed conditions on the nightclub license. Unless the applicant is restricted from holding a nightclub license pursuant to OHMC 5.22.030, the city council shall then determine whether the noise, traffic and other similar public health and safety impacts of the nightclub require mitigation through specified conditions and, if so, shall impose such conditions on the license. In no event shall the expressive content of any music, singing or dancing be the basis for denial of a nightclub license or any conditions placed thereon."

DESCRIPTION:

On September 11, 2009, Leon and Robin Dix, owners of TOCG's located at 880 SE Pioneer Way, Oak Harbor, WA applied for a nightclub license. A temporary license was issued at the time of application as provided for in OHMC 5.22.040.

As required in OHMC 5.22.045(2), an investigation was conducted by the Oak Harbor Police Department. The business is located 880 SE Barrington Drive.

City of Oak Harbor City Council Agenda Bill

TOCG's is a restaurant and lounge located in a single story building at 880 SE Pioneer Way in Oak Harbor. The business area is comprised of two main areas, the restaurant portion where meals are served to those of all ages and alcohol is served to those 21 years of age and over. There is also a separate section of the building, closed to those under the age of 21, where there is seating for dining and alcohol service. Recorded and live music is played and there is an area for social dancing.

From November 1, 2008 through October 31, 2009, there were 32 calls for service at that address. Eight (8) of those calls have no significant bearing on this issue and should not be viewed as having a negative connotation towards the nightclub as these types of calls for police service could occur at any business or private residence. The twenty-four (24) remaining calls for service do pertain to the license conditions and are described as follows:

Assault Complaints – 11

Closed by arrest – 6
Settled by contact – 4
Gone on arrival – 1

Disorderly Conduct Complaints – 3

Closed Unfounded – 1
Settled by contact – 1
Gone on arrival – 1

Noise Complaints – 1

Unfounded – 1

Strongarm Robbery – 1 (This case is still open)

Suspicious Person – 1 (Gone on arrival)

DUI Report – 1 (Gone on arrival)

Liquor Violation Complaints – 5

Closed by arrest – 3
Gone on arrival – 1
Assist agency – 1 (ICSO)

Weapons Complaint(Airsoft pellet gun) – 1 (Closed by arrest)

In a review with the Director of Development Services and the Oak Harbor Fire Chief regarding this business, it was determined there were no issues about the building that were of concern as related to the issuance of the nightclub license.

City of Oak Harbor City Council Agenda Bill

As a result of my investigation, which included a review of the police responses to TOCG's from November 2008 through October, 2009 and discussions with several of the nearby business owners, I believe that the nightclub license should be approved with additional conditions, as described below with the recommended actions .

PUBLIC SAFETY STANDING COMMITTEE RECOMMENDATIONS:

This agenda item was reviewed by the Public Safety Standing Committee on November 19, 2009.

RECOMMENDED ACTION:

- (1) Hold a public hearing pursuant to OHMC 5.22.045(4).
- (2) Consider approval and issuance of the nightclub license to TOCG's with the following conditions:

The nightclub license-holder shall:

1. Adhere to all laws, regulations, ordinances and zoning conditions of the State of Washington and the City of Oak Harbor applicable to the nightclub business located at 880 SE Pioneer Way, Oak Harbor, Washington.
2. With the exception of ingress and egress to and from the building, ensure that doors and windows remain closed at all times while any type of music or entertainment is playing.
3. Ensure that there is no smoking within twenty-five feet of any door or window located at 880 SE Pioneer Way, Oak Harbor, Washington as described in RCW 70.160.075.
4. Provide two designated and visible security personnel and implement security measures sufficient to reduce the potential for illegal activity, noise violations or any other public health and safety violation as described in the Oak Harbor Municipal Code, inside and outside the business to include the front sidewalk and the adjacent properties.
5. The license-holder shall implement and enforce a ban policy, that will ban patrons from the club, for a three month period, who:
 - a. Engage in activities in the business and/or parking lot which either result in arrest or would constitute probable cause for arrest.
 - b. Create noise violations in the business and parking lot.
 - c. Loiter in the parking lot for more than ten minutes.
 - d. Engage in illegal activity immediately adjacent to the business property, after leaving the club.
 - e. The license-holder will provide the Oak Harbor Police Department with a copy of the list of banned patrons on a weekly basis.

City of Oak Harbor City Council Agenda Bill

- f. The license-holder shall implement and enforce a policy which requires club employees to call the police, as soon as possible, when they witness potentially criminal activity in the business, in the parking lot, and adjacent to the club property.

Any violation of the above conditions shall subject the license-holder to the penalties of Oak Harbor Municipal Code 5.22.065 and may subject the license-holder to license revocation per Oak Harbor Municipal Code Section 5.22.070 or revision of license conditions pursuant to OHMC 5.22.090.

ATTACHMENTS:

1. Temporary License and License Application.
2. Investigative Report.
3. Oak Harbor Municipal Code Chapter 5.22.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR
 865 S.E. BARRINGTON DR.
 OAK HARBOR, WA 98277
 (360) 679-5551

BUSINESS LICENSE

TOCGS
 880 SE Pioneer Way
 Oak Harbor, WA 98277

LOCATION OF BUSINESS
 THIS CERTIFIES that the business or individual listed below is hereby licensed
 to do business within the

CITY OF OAK HARBOR

Leion and Robin Dix
 TOCGS

Oak Harbor, WA 98277

This license is to be displayed conspicuously at the location of business, and is not transferable or assignable.

Temporary License

EXPIRATION DATE		UPON FINAL COUNCIL ACTION ON PENDING APPLICATION.	
DATE ISSUED	LICENSE NUMBER	9/11/09	NC-0007 Nightclub
SIC NUMBER	SALES TAX CODE		1503

FINANCE DIRECTOR

 DUPLICATE DUPLICATE DUPLICATE DUPLICATE
 CITY OF OAK HARBOR
 865 SE BARRINGTON DR
 OAK HARBOR, WA 98277-4092
 360-279-4530

 Reg# #/Rcpt#: 001-00174851 [SV]
 Accounting Date: Thu, Sep 10, 2009
 Date/Time: Thu, Sep 10, 2009 3:36 PM

0156/NIGHTCLUB LICENSE
 REF#:TOCGS

FEE AMOUNT:\$200.00
 0048/BACKGROUND CK - WSP WATCH
 REF#:TOCGS

FEE AMOUNT:\$10.00

RECEIPT TOTAL = \$210.00

Payment Data:

Pmt# :1
 Payer: TOCGS
 Method: CK
 Ref#: 4259

AMOUNT = \$210.00

 RECEIPT SUMMARY

 TOTAL TENDERED = \$210.00
 RECEIPT TOTAL = \$210.00

CHANGE DUE = \$0.00

THANK YOU!!

 DUPLICATE DUPLICATE DUPLICATE DUPLICATE



City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277
Phone: (360)279-4500
Fax: (360)279-4507

Application for Nightclub License
Oak Harbor Municipal Code Chapter 5.22
Ordinance No.: 1544

Application Fee: \$200 plus \$10 for WATCH background check = \$210

Personal Information

Name of Business: TOCGS

Address of Business: 880 SE Pioneer Way
Where nightclub will be conducted. OAK HARBOR WA 98277

Owner of Business: Lesion + Robin Dix

Owner's Address: OAK Harbor WA 98277

Owner's Phone/Cell Number: _____

Date of Birth: _____

Social Security No.: _____

Driver's License No.: _____

Please answer the following questions:

1. Are you a citizen of the United States of America? YES
2. Have you been convicted of a felony within the last five years? NO
3. Have you been convicted of a violation of any federal or state law or city ordinance concerning the manufacture, possession, or sale of liquor subsequent to the passage of the Washington State Liquor Act? NO
4. Have you ever been convicted of a violation of any federal or state law, or city ordinance concerning the manufacture, possession, or sale of narcotics? NO
5. Have you ever forfeited a bond to appear in court to answer charges of any violations as stated above? NO
6. Are you the owner X manager _____ or agent _____ of this business?

NOTE: Per OHMC Chapter 5.22.030 (2):

No license shall be issued to a person whose place of business is conducted by a manager or agent, unless such manager or agent also applies and qualifies for a nightclub license for the same business location.

7. Are you a co-partner of this business?

YES

NOTE: Per OHMC Chapter 5.22.030 (3):

No license shall be issued to a co-partnership unless all the members thereof shall be qualified to obtain a license as provided herein.

8. Is this business a corporation?

YES

NOTE: Per OHMC Chapter 5.22.030 (4):

No license shall be issued to a corporation, unless all of the officers, directors and stockholders thereof shall be qualified to obtain a license as provided in this chapter. Such license shall be issued to the manager or other directing head thereof.

9. If this is a partnership or corporation, please include names, addresses, and phone numbers of same. If more space is needed, please attach an additional sheet.

on front page

10. Indicate the type of musical entertainment you will provide.

BANDS

11. Describe the hours of operation, expected attendance figures, and activities that will take place on the premises. If more space is needed, please attach an additional sheet.

Summer Hours 2PM TO 2AM Winter Hours 5PM TO 2AM M-S closed Sun
music Fri + Sat 9PM TO 11:30 PM

12. Describe the floor plan, parking areas, fire exits, and other physical features of the nightclub. If more space is needed, please attach an additional sheet.

Bar Area, Dance Floor Seating Area Pool Table Area
3 Fire Exits Parking in Rear

I do solemnly swear that I have read the City of Oak Harbor's Ordinance No. 1544 regulating nightclub licensing and that I will abide by the rules set forth therein and I furthermore swear that the facts I have stated in this application are true.

[Signature]
Signature

8/24/09

Upon application, you will immediately be issued a temporary license. OHMC 5.22.040. After investigation by City officials, you will be notified of their report and the date upon which the City Council will conduct a hearing for issuance of a regular license. OHMC 5.22.045 sets forth these procedures.

Background Check Information

DRIVER'S CHECK – Run each state listed on the application and enter state name below.				
STATE _____	STATE _____	STATE _____	STATE _____	STATE _____
VEHICLE REGISTRATION/CHECK STOLEN				
WATCH _____	WACIC/NCIC _____	LOCAL RECORDS _____		
POLICE DEPT. APPROVAL _____				DATE _____

Received by City Clerk and forwarded to Chief of Police, Oak Harbor Police Department
on: 9-10-09 [Signature]
Date City Clerk's Signature

Oak Harbor Police Department

Date Received: _____

Attach investigation report and recommendations and any reports requested of other City departments.

City Council Action

Date: _____

Decision/Findings (show below or attach report):

License Conditions:

Review Date (if any scheduled):

100

**OAK HARBOR POLICE DEPARTMENT
MEMORANDUM**

To: Paul Schmidt
City Administrator

From: R.Wallace
Chief of Police

Date: November 19, 2009

Subject: Investigative Report – TOCG's Nightclub License

On September 11, 2009, Leon and Robin Dix, owners of TOCG's located at 880 SE Pioneer Way, Oak Harbor, Washington, applied for a nightclub license. A temporary license was issued at the time of application as provided for in OHMC 5.22.040.

As required in OHMC 5.22.045(2), an investigation was conducted by the Oak Harbor Police Department.

TOCG's is a restaurant and lounge located in a single story building at 880 SE Pioneer Way in Oak Harbor. The business area is comprised of two main areas, the restaurant portion where meals are served to those of all ages and alcohol is served to those 21 years of age and over. There is also a separate section of the building, closed to those under the age of 21, where there is seating for dining and alcohol service. Recorded and live music is played and there is an area for social dancing.

From November 1, 2008 through October 31, 2009, there were 32 calls for service at that address. Eight (8) of those calls have no significant bearing on this issue and should not be viewed as having a negative connotation towards the nightclub as these types of calls for police service could occur at any business or private residence. The twenty four (24) remaining calls for service do pertain to the license conditions and are described as follows:

**Investigative Report
TOCG's Nightclub License
Page 2**

Assault Complaints - 11

Closed by arrest - 6
Settled by contact - 4
Gone on arrival - 1

Disorderly Conduct Complaints - 3

Closed Unfounded - 1
Settled by contact - 1
Gone on arrival - 1

Noise Complaints - 1

Unfounded - 1

Strongarm Robbery - 1 (This case is still open)

Suspicious Person - 1 (Gone on arrival)

DUI Report - 1 (Gone on arrival)

Liquor Violation Complaints - 5

Closed by arrest - 3
Gone on arrival - 1
Assist agency - 1 (ICSO)

Weapons Complaint(Airsoft pellet gun) - 1 Closed by arrest

In a review with the Director of Development Services and the Oak Harbor Fire Chief regarding this business, it was determined there were no issues about the building that were of concern as related to the issuance of the nightclub license.

As a result of my investigation, I could find no disqualifying restrictions which would prevent the issuance of a nightclub license to the applicant.

Chapter 5.22 NIGHTCLUBS

Sections:

5.22.010	Definitions.
5.22.020	License required.
5.22.030	Issuance restrictions.
5.22.040	Filing of application.
5.22.045	License conditions.
5.22.050	Annual license fee.
5.22.060	Proration of license fee.
5.22.065	Violation of license conditions.
5.22.070	Revocation of license.
5.22.080	License – Compliance required.
5.22.090	Revision of license conditions.
5.22.100	Appeal to court.
5.22.010	Definitions.

(1) "Nightclub" means any "premises" as defined herein on which any music, singing, dancing or other combination of these activities is permitted as entertainment after 10:00 p.m., on one or more days per week. The playing of incidental music on any premises where the receipts for the sale of food constitute 75 percent or more of the gross business income of the establishment shall not be considered a "nightclub" for purposes of this chapter, unless an opportunity for social dancing is provided on the premises.

(2) "Premises" means any room, place, or space whatsoever in the city of Oak Harbor which is open to the general public in connection with any hotel, restaurant, cafe, club, tavern or eating place directly or indirectly selling, serving, or providing the public liquor, with or without food.

(3) "Liquor" means all beverages defined in RCW 66.04.200.

(4) "Person" means one or more natural persons of either sex, firms, copartnerships and corporations; whether acting by themselves or by servant, agent or employee. The provisions of this chapter shall not apply to temporary activities conducted pursuant to a city special event permit issued pursuant to Chapter 5.50 OHMC and lasting no longer than 48 hours. (Ord. 1544 § 1, 2008; Ord. 321 § 1, 1972).

5.22.020 License required.

It is declared to be unlawful for any person to conduct, manage or operate a nightclub unless such person is the holder of a valid license from the city of Oak Harbor so to do, obtained in the manner provided in this chapter. A first violation of the requirement to obtain a license shall be a civil infraction filed pursuant to Chapter 1.28 OHMC, punishable by a fine of \$250.00. A second violation shall be a civil infraction punishable by a fine of \$500.00. A first or second violation of the requirement to obtain a license shall be a civil offense subject to the procedures of Chapter 1.28 OHMC. Thereafter, further violation of the requirement to obtain a license of this chapter shall be a misdemeanor punishable by a fine not exceeding \$1,000, up to 90 days in jail, or both such fine and jail time. (Ord. 1544 § 1, 2008; Ord. 321 § 2, 1972).

5.22.30 Issuance restrictions.

No license shall be issued to:

- (1) A person who has not resided in the state of Washington for at least one month prior to making application.
- (2) A person whose place of business is conducted by a manager or agent, unless such manager or agent also applies and qualifies for a nightclub license for the same business location.
- (3) A copartnership, unless all the members thereof shall be qualified to obtain a license as provided herein.
- (4) A corporation, unless all of the officers, directors and stockholders thereof shall be qualified to obtain a license as provided in this chapter. Such license shall be issued to the manager or other directing head thereof. (Ord. 1544 § 1, 2008; Ord. 588 § 1, 1981; Ord. 321 § 3, 1972).

5.22.40 Filing of application.

Application for a nightclub license shall be made to the city clerk, together with a receipt from the city finance director or designee for the amount of the license in full. The license application shall include personal identification information requested by the city including date of birth and Social Security number. The application shall also specify the business location upon which the nightclub will be conducted. The application fee includes the fee to cover the cost of a WATCH criminal background check, as provided in OHMC 3.64.100. Upon filing of the application and fees, the applicant(s) shall be issued a temporary license which shall expire upon the city council determination set forth in OHMC 5.22.045, unless stayed by filing of a judicial appeal within 30 days of the city council decision appealed. (Ord. 1544 § 1, 2008; Ord. 321 § 4, 1972).

5.22.045 License conditions.

(1) Upon receipt of an application for a nightclub license, the city clerk shall transmit the application to the chief of police, who shall immediately conduct a WATCH criminal background check of the applicant(s).

(2) The chief of police shall also investigate the business location to determine whether there are any features of the establishment which pose noise, traffic or other similar public health or safety concerns for the operation of a nightclub. The chief of police may request the assistance of other city departments, including the fire department and/or the building official, in assessing the impacts of the proposed business location if used as a nightclub.

(3) The chief of police shall report to the city council the result of his investigation and make recommendations concerning any conditions that should be placed upon the nightclub license to reduce noise, traffic or other similar public health and safety impacts. Allowable conditions may include, but are not limited to, restrictions upon the hours of operation, structural improvements to the premises to reduce noise impacts on neighboring uses, limitations on the numbers of patrons at any one time, landscaping or other screening, and requirements for traffic control. Periodic review of the efficacy of the imposed conditions may also be a condition of the nightclub license.

(4) The city council shall hold a public hearing with respect to the issuance of the nightclub license. The applicant(s) shall be entitled to respond to any findings of the police chief or other city officials and any proposed conditions on the nightclub license. Unless the applicant is restricted from holding a nightclub license pursuant to OHMC 5.22.030, the city council shall then determine whether the noise, traffic and other similar public health and safety impacts of the nightclub require mitigation through specified conditions and, if so, shall impose such conditions on the license. In no event shall the expressive content of any music, singing or dancing be the basis for denial of a nightclub license or any conditions placed thereon.

(5) The decision of the city council shall be the final decision of the city. (Ord. 1544 § 1, 2008).

5.22.50 Annual license fee.

Any person desiring to operate a nightclub shall first procure a nightclub license. The annual fee for a nightclub license shall be \$200.00 plus \$10.00 for an annual WATCH criminal background check. (Ord. 1544 § 1, 2008; Ord. 321 § 5, 1972).

5.22.60 Proration of license fee.

There shall be no prorating of the fee mentioned in OHMC 5.22.050, and such license fee shall expire on December 31st of each year; except that in the event that the original application be made subsequent to June 30th, then one-half of the annual license fee may be accepted for the remainder of the year. The license shall not be assignable. (Ord. 1544 § 1, 2008; Ord. 321 § 6, 1972).

5.22.065 Violation of license conditions.

A license holder who violates any license condition of his/her nightclub license shall be subject to civil penalties as follows:

- (1) First violation of a license condition: \$500.00 fine per violation;
- (2) Second violation of same license condition: \$750.00 fine per violation;
- (3) Third violation of same license condition: \$1,000 fine per violation.

First, second and third violations of license conditions shall constitute civil offenses and shall be governed by the procedures of Chapter 1.28 OHMC.

The fourth or greater violation of the same license provision shall constitute a misdemeanor punishable by a fine not exceeding \$1,000, up to 90 days in jail, or both such fine and jail time. (Ord. 1544 § 1, 2008).

5.22.70 Revocation of license.

The city council reserves unto itself the power to revoke any license issued under the provisions of this chapter at any time upon a finding that:

- (1) The license was procured by fraud or false representation of fact; or
- (2) The applicant is barred from holding a nightclub license due to violation of any of the restrictions of OHMC 5.22.030; or
- (3) The conditions imposed upon the license pursuant to OHMC 5.22.045 were knowingly and willfully violated by the person holding such license or at his/her direction; or

(4) A crime or offense involving moral turpitude is committed on the premises in which the nightclub is conducted with knowledge of the licensee. Before revoking any such license, the city council shall, upon at least 10 days' notice to the licensee, hold a public hearing concerning such revocation, at which time the licensee shall be entitled to be heard and introduce the testimony of witnesses. Members of the public may also be permitted to testify at such public hearing. The action of the city council after such hearing, relative to such revocation, shall be final. (Ord. 1544 § 1, 2008; Ord. 996 § 1, 1995; Ord. 321 § 7, 1972).

5.22.80 License – Compliance required.

In addition to the conditions imposed pursuant to OHMC 5.22.045, all nightclub licensees shall comply with the rules or regulations of the Washington State Liquor Control Board relating to the sale of intoxicating liquor. A finding of violation by the Washington State Liquor Control Board shall also constitute a violation of license conditions pursuant to OHMC 5.22.065. (Ord. 1544 § 1, 2008; Ord. 321 § 8, 1972).

5.22.90 Revision of license conditions.

The city council also reserves to itself the power to revise the conditions of the nightclub license upon information received indicating that the existing conditions are not sufficient to mitigate the noise, traffic and public health and safety impacts associated with the nightclub business location. A revision proceeding shall be initiated by an investigative report by the chief of police, fire chief, building official or other city official. In the event that such investigative report is filed, the license holder shall be sent a copy of the complaint and/or report and provided at least 10 days' notice of a hearing to determine whether the conditions of the license shall be modified. At a public hearing before the city council, the license holder shall have the opportunity to respond to the investigative report, and to present any evidence in opposition to a modification of conditions. The city council shall base any change in conditions on the license upon noise, traffic or other similar public health and safety impacts. In no event shall the expressive content of any music, singing or dancing be the basis for denial of a nightclub license or any conditions placed thereon. The decision of the city council, after a public hearing on the proposed change in conditions, shall be final. (Ord. 1544 § 1, 2008; Ord. 321 § 9, 1972).

5.22.100 Appeal to court.

Appeal of any final decision of the city under this chapter shall be to superior court. The city's decision shall be stayed upon appeal filed within 30 days of the city council decision appealed, pending judicial review. (Ord. 1544 § 1, 2008).

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

Bill No. 8
Date: December 15, 2009
Subject: 2010 Animal Services
Contract with Whidbey Animal
Improvement Foundation
(WAIF)

FROM: Rick Wallace
Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This is a proposed contract between the City of Oak Harbor and the Whidbey Animal Improvement Foundation for the purpose of providing animal shelter services for the City of Oak Harbor.

AUTHORITY

OHMC 7.04.040 Animal control authority.

"Animal control authority" means the department of the city charged with the responsibility of administering the provisions of this chapter, or the department and any other agency to which this responsibility is contractually delegated and which is thereby charged with the duty of enforcing the animal control laws of the city and/or with the shelter and welfare of animals. (Ord. 1478 § 3, 2006; Ord. 401 § 1, 1974).

OHMC 2.390.010 Council approval.

Unless otherwise authorized or directed by law, ordinance or council resolution (for example, responding to an emergency), all contracts over \$30,000 require council approval. (Ord. 1470 § 8, 2006).

SUMMARY STATEMENT

In late October 2009, the City of Oak Harbor and the WAIF Executive Director, on behalf of the WAIF Board of Directors, tentatively agreed to use the terms and conditions of the existing 2009

agreement for 2010. The current agreement expires December 31, 2009. This proposed Contract would expire December 31, 2010.

The City shall pay to Contractor monthly payments of Seven Thousand and Eighty Three Dollars, and Thirty Three Cents (\$7,083.33) for services under the contract after the month for which the services are rendered.

Additionally, City shall pay \$30.00 per call-out for after hours (before 8 a.m. and after 5 p.m. or on holidays) for service requests deemed necessary by Oak Harbor Police Department, upon proper billing by Contractor within 30 days of service. City shall verify that the Contractor has provided the services required under this agreement in a form acceptable to the City.

The City of Oak Harbor and Whidbey Island Animal Foundation originally came to the terms of agreement in 2005 following a request for proposal and contract bidding process and has been agreed to in one year increments since then.

STANDING COMMITTEE REPORT

The Public Safety Standing Committee reviewed this agenda item on November 19, 2009.

RECOMMENDED ACTION

Approve and authorize the Mayor to sign this Contract on behalf of the City of Oak Harbor.

ATTACHMENTS

Proposed 2010 WAIF Contract .

MAYOR'S COMMENTS

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**ANIMAL SHELTER SERVICES CONTRACT
WHIDBEY ANIMALS' IMPROVEMENT FOUNDATION
AND CITY OF OAK HARBOR**

THIS CONTRACT is between the CITY OF OAK HARBOR, a Washington State Municipal Corporation, hereinafter referred to as "City" and Whidbey Animals' Improvement Foundation (WAIF), hereinafter referred to as "Contractor," jointly referred to as the "Parties."

WHEREAS, the City is authorized by law to regulate the licensing and welfare of animals within the City limits; and

WHEREAS, the Contractor has proposed to operate the City animal shelter and to provide trained staff and volunteers to administer the operation of the shelter; and

WHEREAS, the City Council finds it is in the best interests of the City and its citizens to provide trained staffing and administrative services for the shelter of animals.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE: The City and the Contractor enter into this Contract to provide animal shelter services to the City of Oak Harbor.
2. CONTRACT DOCUMENTS: This contract, and so much of the Contractor's proposal that is not inconsistent with the Agreement, comprise the contract documents and are intended as a final expression of the understanding of the parties. There are no promises, terms, obligations, or conditions other than those contained in the contract documents. In the event of conflict between the contract documents, the documents control in the order listed.
3. SERVICES:
 - A. Contractor Services: The Contractor shall provide animal shelter services for all animals subject to the City's jurisdiction that are surrendered, impounded or quarantined. For the purpose of this contract, "animal" or "animals" is defined as domestic cats, domestic cat hybrids, domestic dogs and domestic dog hybrids only. Services relating to other mammals, birds, reptiles and amphibians are addressed in Subsection A (17) under this Section. The services provided in this Section are material to the City and failure to perform shall constitute a material default. Such services shall include the following:
 - (1) Quarantine animals, per municipal and state ordinances.
 - (2) Have available the services of a local veterinarian for emergency medical attention for injured, sick, or diseased animals housed at the shelter.

- (3) Act as the animal shelter operator by furnishing and maintaining the shelter for the handling of all animals as defined herein from the City, whether they are stray, impounded, or otherwise turned over or surrendered to the Contractor by City residents, law enforcement officers, animal control, or NAS personnel.
- (4) Accept animals for surrender at shelter facility in timely manner.
- (5) Maintain a minimal kill philosophy that assures no animal will be euthanized for space or time limits.
- (6) Arrange for the humane destruction and disposal of animals euthanized by Contractor or under its direct care and control at Contractor's expense, and based upon humane practices.
- (7) Provide proper food, water, housing and humane care for all animals under its control pursuant to this contract.
- (8) Maintain sanitation and cleaning protocols as stated in Contractor's proposal, to minimize disease transmission.
- (9) Provide basic medical care, including vaccinations, de-worming and flea treatment, if needed, to incoming animals.
- (10) The Contractor shall require any person adopting an animal to obtain a license from the jurisdiction in which the animal will reside.
- (11) The Contractor shall require any person reclaiming an animal to obtain a license and pay any fees or fines before removal from the shelter.
- (12) Contractor will establish and maintain a foster care program for unwanted animals.
- (13) Contractor will operate a spay and neuter program for adopted animals to reduce the number of unwanted animals.
- (14) Contractor will establish and maintain a volunteer program to help operate and staff programs.
- (15) Contractor will establish an exercise program for animals kept at the shelter, within the geographical boundaries designated by the Navy or City.
- (16) Contractor will assist the City in an aggressive licensing program for dogs and cats.

- (17) As noted above, Contractor's services apply to companion dogs and cats only. In the case of other mammals, birds, reptiles and amphibians, Contractor will provide referral services to local rescue groups for the care and handling of these animals wherever possible.
- (18) Provide sufficient, competent and trained staff to assume the responsibilities of this contract.
- (19) Adopt out stray or unclaimed animals with animal licenses, as required by City law.
- (20) Provide monthly reports to the Chief of Police regarding shelter activities including number of incoming animals, including those animals deemed unadoptable and disposition of same, as well as animals refused intake to the animal shelter, and those placed on any "waiting lists."
- (21) Provide quarterly financial reports to the Chief of Police.
- (22) Maintain the name and address of every person to whom an animal is released and provide same on request to the City.
- (23) Contractor, along with designated employees and volunteers, will undergo a criminal background check prior to beginning work at the facility, per Navy regulations for admission onto the Naval Base facility.

B. Shelter Facility: The City operates an animal shelter on NASWI-SPB which is subject to regulation, control and ownership by the United States. See Section 5 below. The Contractor is authorized to use the City's existing animal shelter on NAS Whidbey Island Property during the term of this Contract, as long as it is made available by the Navy, the City and provided that the Navy allows the Contractor to use the shelter facility during the term of this Contract. The shelter will not exceed current capacity except for reasonable periods of time. City personal property located at the City's animal shelter may be used by the Contractor upon consent of the City and inventory of items to be used. Shelter facility shall be operated and maintained in a neat, clean and sanitary condition, and in compliance with all applicable governmental laws, rules and regulations. Contractor will not permit any condition to exist which might constitute a nuisance. The City and the Navy, through its authorized agents and representatives, shall have the right to enter upon and inspect the facility during regular business hours, without prior notice, for the purpose of inspecting the shelter facility for compliance with this contract. The Contractor shall obtain City approval from the Chief of Police or his designee before making improvements to the Navy-owned facility. Contractor accepts property "as is." Contractor to make space and access available for after-hours drop offs of animals as defined herein by animal control, NAS personnel and city police.

No tenancy in favor of Contractor in the premises is created by this contract. The City and Navy allow use of the animal shelter by the Contractor to facilitate performance of this agreement. Contractor may not use the facility upon termination of this agreement. Upon termination of this agreement, Contractor will remove all animals Contractor has accepted into the animal shelter and remove all of its property. The City may dispose of any animal or Contractor's property left behind upon termination, as the City deems appropriate. Expenses which the City incurs for such disposition are chargeable to Contractor, and the City may deduct such funds from any payment due the Contractor. Contractor shall not alter or improve the premises without prior written approval of the Chief of Police. All City-approved improvements must comply with the bidding and public works laws applicable to the City.

Any improvement to the premises and fixtures left behind by Contractor becomes the property of the City without extra payment by the City. Contractor shall provide janitorial service to the shelter. Contractor shall be responsible for any damage to the premises Contractor causes, normal wear and tear excepted. Contractor may not use the premises for any purpose except the animal shelter authorized by this agreement.

- C. Costs: Contractor shall be responsible for all shelter service costs of animals brought to the facility. Shelter costs shall include all costs of care of such animals, including, but not limited to, food, cleaning supplies, veterinary care and grooming. City will continue to pay heat, electricity, water and sewer at current facility. Contractor will pay for telephone service. Contractor shall maintain the grounds at facility. Due to the access difficulties with garbage service, the Contractor will ensure that solid waste will be packaged in a manner that will allow for disposal by the Animal Control Officer (ACO).
- D. Medical Costs for Sick/Injured Animals Picked Up By Animal Control:
On occasion, the ACO may come into contact with an animal in need of immediate medical attention. The ACO will attempt to contact the Shelter Manager before obtaining medical treatment if possible. If unable to contact the Shelter Manager, the ACO should attempt to make contact with the Lead Animal Care Technician. If unable to contact either party, the ACO will ensure that such emergency treatment to relieve pain/suffering is limited to \$200.00, and will notify WAIF of action taken.
- E. Shelter Procedures:
- (1) Licensed Stray Animals: The Contractor shall obtain owner information. Contractor shall then attempt to give notice to the owner by way of personal contact, telephone or mail that the animal is being held at the shelter. If the owner is notified via telephone, this notice, including the time and name of the person contacted shall be noted. The animal shall be held for a minimum period as outlined by City Ordinance unless written instructions to the

contrary are provided by animal control requesting Contractor to maintain the animal in protective custody pending legal action. If not claimed during the applicable holding period, an animal immediately becomes the property of Contractor. Disposition of the animal is then at Contractor's sole discretion.

- (2) Unlicensed Stray Animals: The animals shall be held for a period as outlined by City Ordinance. If not claimed during the applicable holding period, an animal immediately becomes the property of Contractor. Disposition of the animal is then at Contractor's sole discretion.
- (3) Severely Injured or Diseased Animals: These animals do not have a specific holding period, but may be disposed of at any time at the sole discretion of the Contractor or his or her designee.
- (4) Other Animals: These animals do not have a specific holding period, but those that may be stray pets should be held as above.
- (5) Animal Redemption: Impounded animals shall be released to owners or custodians only upon proof of ownership, current license and payment of applicable fees and fines. Those individuals representing themselves as a custodian must also provide written authorization for release from the owner.
- (6) Animal Quarantine: Animals that have bitten people, or are suspected of having bitten people, shall be kept a minimum of 10 days from date of bite, for observation. Shelter will house such animals in the absence of other available alternatives such as owner's home or a veterinary board facility. The animal's owner, if known, shall be responsible for payment of the applicable fees.
- (7) Waiver of Fees: The Contractor agrees to release any animal without payment of impound fees and other charges, when ordered in writing by the Chief of Police.
- (8) Animal Destruction and Disposal: The disposal and destruction of animals shall be accomplished at Contractor's expense, and in a manner approved by the State which will not subject the animal to unnecessary pain.
- (9) Sterilization: All animals which fall under Contractor's ownership following any applicable holding period will be altered as long as service is available. Contractor agrees to pursue a one-hundred percent (100%) effective spay/neuter rate.
- (10) Feral Cats Trap, Neuter and Release: Contractor will provide spay and neuter to feral cats trapped under its trap and release program.

- (11) Citizen Complaints: All citizen complaints regarding animals shall be referred to the Animal Control Officer upon receipt.

4. CITY RETAINED AUTHORITY:

- A. Licensing: All licensing fees shall be established by the City.
- B. Animal Control: The City retains authority to enforce animal control services.
- C. Independent Fees: The City retains authority to establish impound fees for animals impounded pursuant to City ordinances. The Contractor may recommend changes in City fees.
- D. Contractor retains the right to set all adoption, medical and surrender fees, and such other fees not governed by City ordinance.

5. HOURS OF OPERATION: The contractor shall submit to the City, as Attachment A to this contract, a schedule of its operating hours which shall include:

- A. Days and hours when the office and shelter facility are open to the public (a minimum of 3 hours per day Monday through Friday for animal redemption as required by Navy MOU.)
- B. A location where animals can be delivered by animal control officer, NAS personnel and Oak Harbor Police Department personnel 24-hours per day.
- C. Days the office and shelter facility will be closed for City observed holidays.

All changes to the schedule must receive approval of the Chief of Police or his designee prior to becoming effective.

6. TREATMENT OF PUBLIC: Contractor and City shall use good public relation processes so as to treat the public fairly and courteously in carrying out services required under this Contract.

7. CITY-FIRST PROVISION: Contractor may accept animals for sheltering from persons residing outside the City, but Contractor shall give first priority and always maintain space for sheltering animals brought to the City shelter by Animal Control, NAS Personnel, Oak Harbor Police Department and citizens of the City of Oak Harbor. Animals shall be documented as to the jurisdiction they came from (City or County). The housing of such animals will not interfere with space needed for animals impounded by animal control and shall present no danger to the impounded animals, nor create a nuisance due to overcrowding.

8. NAVY MOU: The City currently has an agreement with the Navy, authorizing use of their facility on the Seaplane Base located in Oak Harbor. In exchange, the Contractor is responsible for hours of operation as stated in the MOU. A copy of the current Memorandum of Understanding with the U.S. Navy is attached to this document as Attachment B. Should those facilities become unavailable, either party to this agreement may terminate this Contract within thirty days after they become unavailable. The Navy may restrict access to the base and/or this facility as it deems appropriate and the Contractor's use of the facility is subject to such restriction. Restrictions may include, but are not limited to, delay and access requirement of security clearance for employee. The City is not responsible for damages or costs incurred by reason of Navy actions.
9. COMPENSATION:
- A. The City shall pay to Contractor monthly payments of Seven Thousand and Eighty Three Dollars, and Thirty Three Cents (\$7,083.33) for services under the contract after the month for which the services are rendered.
 - B. Additionally, City shall pay \$30.00 per call-out for after hours (before 8 a.m. and after 5 p.m. or on Holidays) for service requests deemed necessary by Oak Harbor Police Department, upon proper billing by Contractor within 30 days of service. City shall verify that the Contractor has provided the services required under this agreement in a form acceptable to the City.
 - C. City shall pay the cost of heat, water, sewer for the current shelter while it is located at Bldg 297 NAS Seaplane Base, as long as the Contractor is not in default of this agreement.
 - D. City shall be responsible for replacement of equipment purchased by the City due to normal wear and tear. Contractor will be responsible for notifying the City of replacement needs of City equipment in a timely manner to allow for inclusion in the annual City budget.
 - E. All monies obtained by the Contractor for impound, boarding and surrender fees, adoption and medical fees and other administration and redemption fees shall be retained by the Contractor. It is the desire of the City to initiate an aggressive licensing program.
 - F. The City shall retain all fines or penalties arising out of the issuance of citations for violation of the City's animal control ordinance, as now enacted or hereafter adopted.
10. CONTRACT TERM: This contract shall begin on January 1, 2010 and end on December 31, 2010. Either party may terminate this Contract earlier by sixty (60) days written notice, with or without cause. The City reserves the right to immediately terminate this Contract without hearing or notice in the event of material default by the Contractor.

11. HOLD HARMLESS/INDEMNIFICATION:

- A. Contractor 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 Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- B. For purposes of this indemnification and hold harmless agreement, the Contractor 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.
- C. An animal shall become the responsibility of Contractor at the point that the animal is placed or released into the care and/or custody and control of the Contractor. Contractor shall hold the City harmless under the terms of this section for all claims arising out of the detention and custody of the animal. Accordingly, Contractor shall be held harmless by the City under the terms of this Agreement for claims arising out of the arrest or detention of the animal or arising out of any situation occurring prior to the time that Contractor assumes responsibility for the animal(s).

12. THE PARTIES REPRESENTATIVES AND NOTICES: The Chief of Police shall be responsible for administration of this contract. All reports, recommendations, and other correspondence will be directed to the Chief. It shall be the duty of the Chief of Police to see that the terms of this contract are complied with, and to forward to the City Council all requests for changes in the policy requested by the Contractor. The Contractor's Executive Director shall act as the Contractor's liaison with the City.

All notices to the City shall be mailed or personally delivered to the City of Oak Harbor Police Chief at his/her address:

860 SE Barrington Drive
Oak Harbor, WA 98277

All notices to the Contractor shall be mailed or personally delivered to its executive director at:

20168 SR 20
Coupeville, WA 98239

Either party may change its address by providing written notice by certified mail, return receipt requested.

13. TAXES: Contractor will be responsible for payment of taxes applicable to its operations, including but not limited to business and occupation tax, sales tax, excise tax, income tax, employer's social security tax, employer's industrial insurance premium, employer's unemployment compensation premium. Contractor will be solely responsible to collect and

transmit to the correct government office any employee taxes, assessments, or contributions which an employer is required to collect from employees and transmit, including but not limited to, social security and income tax withholding.

14. **INSURANCE:** The Contractor shall assure that it and its employees and volunteers in connection with the contract are protected against the risk of loss by the following insurance coverage:
 - A. Worker's Compensation Insurance to the statutory limits.
 - B. General Commercial Liability Insurance of at least \$1,000,000 per occurrence; \$1,000,000 aggregate, combined Single Limit (CSL) and naming the City of Oak Harbor as an Additional Insured. The policy shall be primary to any policy the City may otherwise carry (Primary Coverage), and treat employees of the City in the same manner as members of the general public (Cross Liability Coverage).
 - C. Commercial Automobile Liability Insurance of at least \$1,000,000 per accident. (CSL), and naming the City of Oak Harbor as an Additional Insured. The policy shall be primary to any policy the city may otherwise carry (Primary Coverage), and treat employees of the City in the same manner as members of the general public (Cross Liability Coverage).
 - D. The above policies shall be issued by companies that meet with the approval of the City's Finance Director. The policies shall not be cancelled without at least 30 days written notice to the City as Additional Insured.
 - E. The Contractor shall provide a Certificate of Insurance and upon request a certified copy of the insurance policies with all endorsements as evidence of coverage. Approval of insurance is a condition precedent to full execution of this contract. Such proof shall be received by the City prior to beginning performance of the contract.

15. **RECORDS:** Along with records specified in Section 3, the Contractor shall maintain accurate and complete records of all animals brought to the shelter in the performance of this Contract. The records shall contain the following information:
 - A. Description of the animal, including its breed, color, size, sex, disposition, where and how the animal was obtained and the animal's owner, if known.
 - B. Record of any citizen complaints regarding animals which have been referred to the Animal Control Officer.
 - C. All dangerous or potentially dangerous animals received by Contractor.
 - D. Date, time, location, reason and manner in which the animal was obtained.

- E. Length of time the animal was placed in the animal shelter facility.
 - F. Final disposition of animals, including number of animals euthanized, adopted or redeemed.
 - G. Records of animals refused placement at the animal shelter by shelter staff, and the reason/s for refusal.
 - H. Records of animals placed on any "waiting lists," as well as any subsequent intake into the animal shelter.
 - I. Any additional information that may be required by the City through its regulatory laws. The above information shall be accessible to the City during normal business hours, upon request.
16. REPORTS: At the close of each month, the Contractor shall provide the Chief of Police monthly statistical reports which will include the number of animals handled, adoptions made, strays returned, euthanasia performed and overall program results consistent with Contractor's current reporting format.
17. FINANCIAL RECORDS AND AUDITS: The Contractor shall maintain complete and accurate records concerning the revenues derived by the Contractor under this Contract and/or shelter operations from whatever source including, but not limited to, revenues from impound, administrative, boarding, reclaim and adoption fees. The records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. The Contractor shall allow the Finance Director or his designee, to examine and audit all of the Contractor's books and records which relate to this contract during regular business hours on regular business days. In addition, a financial statement of operations, in a format currently used by Contractor, will be provided for review to the City's Chief of Police and Finance Director each quarter. Within reasonable time after submittal of the report, the Contractor shall be available to discuss the report with the Chief of Police and City Council if requested.
18. CONFIDENTIALITY: The Contractor, to the extent allowed by law, will keep all information it receives concerning complaints, names, addresses and phone numbers of complainants and the names and addresses and phone numbers of license holders confidential. The Contractor will, to the greatest extent possible, protect an individual's right of privacy and shall not circulate or permit the circulation of this information for purposes other than those related to the duties undertaken in this Contract. However, the Contractor is not prevented from releasing that information which may be necessary for the location of an animal's owner, or for the gaining of consent for medical treatment.
19. NONDISCRIMINATION:
- A. The City is an equal opportunity employer.

- B. Nondiscrimination in Employment. In the performance of this Agreement, the Contractor 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 Contractor 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 Contractor 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.
- C. Nondiscrimination in Services. The Contractor 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.
- D. If any assignment and/or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.
20. AMENDMENTS: This contract may be amended at any time by mutual written agreement between the parties.
21. PROHIBITED INTERESTS:
- A. Conflict of Interest: No officer, employee, member or agent of either the City or the Contractor who exercises any functions or responsibilities in connection with

the carrying out of this Contract shall have any personal interest, direct or indirect, in providing goods or services at a profit to the Contractor.

B. Contractor's Employees: No personnel employed by the Contractor shall acquire any rights or status in the City's Civil Service, or have any other form of governmental employment, nor shall they be deemed employees or agents of the City or any other government for any purpose other than as specified in this Agreement. The Contractor shall be responsible in full for the payment of its employees, including Worker's Compensation, insurance, payroll deductions, and all related costs.

22. OAK HARBOR MUNICIPAL CODE CHANGES: The City Council reserves the right to amend, add or delete Title 7 of the Oak Harbor Municipal Code or other provisions of the Oak Harbor Municipal Code concerning animal control or care of animals at any time on its motion. The City Council also reserves the right to pass such general rules and regulations as it may deem necessary for the operation of the shelter and/or disposal area; provided, further, that changes in rules, regulations, ordinances and Title Seven which result in additional work or change indirectly compensation, do not have to be undertaken by the Contractor unless mutually agreed to. It is further provided that changes in ordinances of the City or Title 7 of the Oak Harbor Municipal Code which cause additional work or change directly or indirectly compensation levels for the Contractor, that these occurrences shall be the basis for the re-evaluation of compensation levels under this Contract. Such changes shall be to reasonably compensate the Contractor and must be consistent with the principles and levels of compensation set out in this Contract. If the parties cannot reach agreement, the issues involved shall be determined by arbitration as described below.

If the parties cannot agree, they mutually agree to submit to arbitration under this subsection any controversy or dispute arising out of such changes identified in this section.

Either party shall give written notice to the other of the existence and nature of any dispute proposed to be arbitrated in sufficient detail. If, within twenty days, the dispute is not resolved through negotiations pursued diligently in good faith, then either party may initiate arbitration by appointing a person to serve as one of the arbitrators and so advising the other party in writing. Within ten calendar days thereafter, the other party shall by written notice appoint a second person as an arbitrator and the two thus appointed shall select a third arbitrator to serve as chairperson of the panel of arbitrators. Such three arbitrators shall determine all matters by majority vote, provided, however, if the two arbitrators appointed by the parties shall be unable to agree upon the appointment of the third arbitrator within ten days after the appointment of the second arbitrator, both shall give written notice of such failure to agree to the parties, and, if the parties fail to agree upon the selection of such third arbitrator within ten days after the arbitrators appointed by the parties give such notice, then either of the parties upon written notice to the other may require such appointment from and pursuant to the rules of the American Arbitration Association.

The determination of the majority of the arbitrators shall be conclusive upon the parties. The majority of the arbitrators shall give written notice to the parties stating their determination and their findings of fact and conclusions of law, and shall furnish to each party a copy thereof signed by them within seven calendar days from the date of such determination.

Each party shall pay the cost of its own arbitrator. The parties shall each pay half of the cost of the third arbitrator.

Notwithstanding the availability of the dispute resolution mechanisms described above, the parties shall attempt to resolve all controversies or disputes arising under or related to this contract document through negotiations pursued diligently in good faith.

23. INDEPENDENT CONTRACTOR: All activities performed by the Contractor, employees, volunteers or representatives are, for all purposes under this Contract performed as an independent contractor and shall not be deemed to be an employee or agent or representative of the City, and none of them shall be entitled to any benefits to which City employees are entitled including but not limited to, overtime, retirement benefits, unemployment insurance, worker's compensation benefits, injury leave or other leave benefits. Contractor will pay all taxes as are connected with this operation including but not limited to employee taxes (such as industrial insurance and FICA) and federal, state and local taxes (such as income, excise and sales taxes). Contractor shall file a federal tax return showing expenses and any profits of the enterprise and shall maintain an account with the Washington State Department of Labor and Industries.

Contractor acknowledges that it is an independent contractor and that it is not a City of Oak Harbor agency or the agent of a City of Oak Harbor officer and agrees not to represent itself as such. All volunteers and any paid staff are volunteers and staff of Contractor and not of the City of Oak Harbor. Any uniforms or insignia used by Contractor shall not use the words "Oak Harbor."

24. ASSIGNABILITY: The Contractor will use its best efforts, skill and independent judgment in providing high quality shelter service for the City. Contractor may not assign this contract or any part of it to any other person or firm. The Contractor may hire employees; provided, the Contractor recognizes that it's right to use employees of its choice is necessarily limited by the Navy's needs and authority to control access to NASWI-SPB. The Contractor is responsible for supervision of any employees or volunteers.
25. THIRD PARTIES: This contract is for the purpose of providing animal shelter services for the City of Oak Harbor and is for the general benefit of Oak Harbor and should not be construed as creating a right or benefit for any particular person or class of persons not a party to this contract.
26. NO WAIVER: Any failure or delay by City or Contractor in strictly enforcing the terms of this Contract shall not operate to waive or be deemed a waiver of the rights of the City or Contractor to require compliance that is full and to the letter of the Contract, or to thereafter

require performance by City or Contractor in strict accordance with the terms of this Contract.

27. **INTERPRETATION:** As a further condition of this Contract, the parties acknowledge that this Contract shall be deemed and construed to have been prepared and mutually agreed upon by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Contract, the prevailing party shall be entitled to recover from the other party all expenses which may be reasonably incurred in taking such action, including attorney's fees and costs, whether incurred in a court of law or otherwise.

EXECUTED, this _____ day of _____, 20__ for the **WHIDBEY ANIMALS' IMPROVEMENT FOUNDATION**

President of the Whidbey Animals' Improvement Foundation

Executive Director of the Whidbey Animals' Improvement Foundation

EXECUTED, this the _____ day of _____, 20__ for the **CITY OF OAK HARBOR:**

Jim Slowik, Mayor

ATTEST:

Connie Wheeler, City Clerk

APPROVED AS TO FORM:

Margery Hite, City Attorney

DEPARTMENTAL APPROVAL:

Richard W. Wallace, Chief of Police

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ATTACHMENT "A"

**ANIMAL SHELTER SERVICES CONTRACT
WHIDBEY ANIMALS' IMPROVEMENT FOUNDATION AND CITY OF OAK HARBOR**

Whidbey Animals' Improvement Foundation Operating Schedule

Open to Public for Viewing and Adoption

Wednesday through Sunday – 12 p.m. to 4 p.m.

Open for redemption and Surrender of Animals

Monday through Sunday – 9 a.m. to 4.p.m.

Animals being delivered to City can be left in the outside kennel which can be seen to the left of building when facing front of facility.

Holiday Closures

Shelter will be closed on the following holidays:

New Year's Eve
New Year's Day
Easter
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

All changes to the schedule must receive approval of the Chief of Police or his designee prior to becoming effective.

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ATTACHMENT "B"

**ANIMAL SHELTER SERVICES CONTRACT
WHIDBEY ANIMAL IMPROVEMENT FOUNDATION AND CITY OF OAK HARBOR**

The following is the text of the Navy MOU:

**U.S. NAVY LICENSE FOR NONFEDERAL USE OF REAL PROPERTY
LICENSE NUMBER N4425596RP00T31 (series)
WITH THE CITY OF OAK HARBOR, WASHINGTON**

**OPERATING MEMORANDUM OF UNDERSTANDING FOR THE
USE OF NAVY FACILITIES FOR AN ANIMAL SHELTER**

1. The City of Oak Harbor ("City") use of Navy facilities for an animal shelter, pursuant to License Number N4425596RP00T31, shall be subject to the following conditions:
 - a. Routine inspection of the premises by authorized naval personnel shall be performed on a not-to-interfere basis.
 - b. The building and surrounding area shall be maintained in a clean and orderly manner at all times.
 - c. City animal control shall be limited to the following areas of Naval Air Station (NAS), Whidbey Island:
 - (1) All areas of the NAS Whidbey Island Seaplane Base;
 - (2) Maylor Point Housing;
 - (3) Victory Housing
 - (4) Saratoga Heights Housing;
 - (5) Rockhill Terrace Housing;
 - (6) Crescent Harbor Housing; and
 - (7) Whidbey ApartmentsAll other areas on the naval reservation will be controlled by NAS Whidbey Island Security.
 - d. Animals taken by NAS Whidbey Island Security will be turned over to the City attendant, who will keep them for 5 days prior to disposal. Return of animals so taken will not include the impound fee, but all other fees are applicable.

- e. The animal shelter facility shall be open for recovery of pets during the hours of 1:00 p.m. to 3:00 p.m., Monday through Friday.
 - f. City residents will be allowed entry to the Seaplane Base to recover pets.
 - g. The City animal shelter attendant shall double-bag all dead animals, and shall transport said animals to the transfer station on board the NAS Whidbey Island Ault Field Base for disposal. The City will assure compliance with applicable sanitary requirements.
2. The Navy will provide necessary utility services and will bill the City for these services on the basis of engineering estimates. Reimbursement by the City shall be due upon receipt of bills.
 3. The terms of this Memorandum of Understanding may be modified by mutual agreement.
 4. This Memorandum of Understanding shall remain in effect throughout the existence of License Number N4425596RP00T31 and any successor licenses for the use of Building 297 on board NAS Whidbey Island.
 5. This Memorandum of Understanding supersedes all previously executed memoranda of understanding concerning the City's use of Navy facilities for an animal shelter.

For Naval Air Station, Whidbey Island

For the City of Oak Harbor

_____/s/_____
 Name Gerral David, Captain, U.S. Navy
 Title: Commanding Officer

_____/s/_____
 Name: Jim Slowik
 Title: Mayor

Date: _____

Date: _____

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. ONE (1)		3. EFFECTIVE DATE 01 JAN 2006	4. REQUISITION/PURCHASE NO. NO.	5. PROJECT NO. (If applicable) NW05-032	
6. ISSUED BY Commanding Officer Engineering Field Activity, Northwest 19917 7 th Avenue NE Poulsbo, WA 98370-7570		CODE 05LR	7. ADMINISTERED BY (If other than Item 6)		CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) CITY OF OAK HARBOR 865 SE BARRINGTON DRIVE OAK HAROR, WA 98277		(X)	9A. AMENDMENT OF SOLICITATION NO.
		☐	9B. DATED (SEE ITEM 11)
		☑	10A. MODIFICATION OF CONTRACT/ORDER NO. N4425501RP00T12
		☑	10B. DATED (SEE ITEM 11) 13 July 2001
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to extend the term of this license for an additional five (5) years through 31 December 2010.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Patricia A. Cohen</i> Patricia A. Cohen, mayor		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL D. BRADY REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 3/2/06	16B. UNITED STATES OF AMERICA <i>Michael Brady</i> (Signature of Contracting Officer)	16C. DATE SIGNED 3/28/06

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

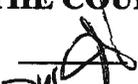
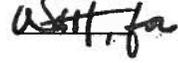
Bill No. 9

Date: **December 15, 2009**

Subject: **Sale of Boat Vessel ID
WN 86 AR, a 1969
Columbia Sailboat**

FROM: Steve Powers, Director of Development Services *KSP*
Mack Funk, Harbormaster

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

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

PURPOSE

This agenda bill presents to the City Council for approval a resolution authorizing the sale of a vessel in order to collect unpaid moorage charges.

AUTHORITY

State law RCW 53.08.320 and City of Oak Harbor ordinance OHMC 6.36.040 authorize the City to secure vessels for non-payment of charges. Following proper notice to the owner, 90 days without payment, and subsequent council action, the marina is authorized to conduct a sale of the vessel to recover its costs.

SUMMARY STATEMENT

The vessel owner has not made any payments since December 2008. The current balance due is \$2005.73. The vessel was locked up on January 27, 2009. After closer review, the seizure process needed to be re-started because notice had been by certified not registered mail, as legally required. The owner was notified by registered mail on June 18, 2009 that his vessel had been secured by the marina. The 90 day waiting period has now elapsed. The vessel owner has also been notified of the December 15 council meeting. The vessel is secured by a lien from the IRS, but the IRS has given the City a Conditional Commitment to Discharge their interest.

City of Oak Harbor City Council Agenda Bill

STANDING COMMITTEE REPORT

The proposed action was reviewed by the Governmental Services Committee at the June 8, 2009 and November 9, 2009 meetings.

RECOMMENDED ACTION

Conduct a public meeting and pass a resolution authorizing the Mayor to approve the proposed sale of the vessel.

ATTACHMENTS

Memo to Mayor and Council from the Harbormaster
Proposed resolution
Letter to Vessel owner dated Jan. 09, 2009
Letter to Vessel owner dated Jan. 27, 2009 and Notice
Letter to Vessel owner dated June 18, 2009
IRS Conditional Commitment to Discharge
Letter to Vessel owner dated November 17, 2009

MAYOR'S COMMENTS

L:\GLLAWORK\RES-ORD2009\Estes AB Sale of Boat 12 15 09.doc

**OAK HARBOR MARINA
Mack L. Funk, Harbormaster
1401 SE Catalina Drive
Oak Harbor, Washington 98277**

MEMORANDUM

TO: Mayor and City Council
FROM: Mack Funk, Harbormaster
RE: Vessel ID WN 86 AR, a 1969 Columbia Sailboat

The boat described above was placed at the Oak Harbor Marina on or about June 28, 2005, by agreement with the owner, Michael Estes, whose last known address is P.O. Box 15948591 Sioux Falls, SD 57186.

Moorage for the vessel is currently \$113.95 per month. No moorage payments have been made since December 2008.

A letter was sent to the owner, advising that if the moorage was not brought current, the boat would be secured and not released until payment was made.

The boat was secured on June 16, 2009, by authorized personnel of the Oak Harbor Marina. A Notice was attached to the boat advising of the seizure. A letter was sent by both regular mail and registered mail, return receipt requested, to the above address, on June 16, 2009 with a copy of the Notice advising that if the Marina charges were not paid within ninety (90) days the boat would be sold at public auction.

More than ninety (90) days have elapsed since the date of mailing the Notice and the owner has not paid the Marina charges and the boat is now presumed to be abandoned. Therefore, I am requesting that you authorize the sale of the boat at auction so that the City may recover the "Marina charges".

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

November 4, 2009 Oak Harbor, Washington
Date and Place of Signing

Mack Funk, Harbormaster

RESOLUTION No. _____

RESOLUTION AUTHORIZING SALE OF A BOAT FOR "MARINA CHARGES"

WHEREAS, the City Council duly held a public meeting on December 15, 2009, wherein the City Council considered whether or not a vessel located in the Oak Harbor Marina is abandoned; to wit:

Vessel ID WN 86 AR, a 1969 Columbia Sailboat

and having found that:

- the vessel was moored or stored at the Oak Harbor Marina;
- moorage charges owing on the vessel were not paid in full within 90 days from the time the owner of the vessel was notified by registered mail:
 1. that charges were owing;
 2. of the owner's right to commence legal proceedings to contest that such charges are owing; and
- the owner has not commenced legal proceedings; and
- the vessel is presumed to have been abandoned by the owner;

and the procedures required by RCW 53.08 have been complied with; now, therefore,

BE IT RESOLVED by the City Council of the City of Oak Harbor that the vessel above-described which has been abandoned by its owner shall be sold at public auction at a time and place to be fixed by the Harbormaster after giving due notice to the listed owner at the last known address and listing the same in a newspaper of general circulation in Island County at least ten (10) days and not more than twenty (20) days before the sale.

PASSED by the City Council this 15th day of December, 2009.

THE CITY OF OAK HARBOR

Jim Slowik
Mayor

Attest:

City Clerk

Approved as to form:

Margery Hite
City Attorney

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Oak Harbor Marina
Mack L. Funk, Harbormaster

Jan. 09, 2009

Michael Estes
PO Box 15948591
Sioux Falls, SD 57186

CERTIFIED MAIL AND FIRST CLASS MAIL
RETURN RECEIPT REQUESTED

RE: Past Due Moorage—Oak Harbor Marina
Account No. 4099
Vessel ID WN 86 AR

Dear Mr. Estes,

This account is again more than sixty (60) days past due. The amount owed as of January 09, 2009 is \$831.15.

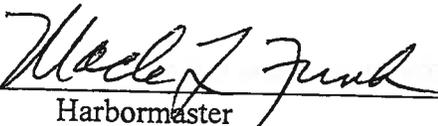
You should be aware that if this amount is not paid within fifteen (15) days of the date of this letter, your vessel, described above, is subject to seizure by the City of Oak Harbor. You have a right to a hearing to adjudicate whether the amount owed is correct or the securing of the vessel is proper by filing a lawsuit in a court of competent jurisdiction within fifteen (15) days from the date of this letter.

If the full payment is not made or no such lawsuit is filed, the City will seize the vessel and hold it until payment is made and, if payment is not made, may sell the vessel. The city will not accept partial payment.

We hope this will not be necessary.

Yours truly,

CITY OF OAK HARBOR

By 
Harbormaster

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Jan. 27, 2009

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Michael Estes
PO Box 15948591
Sioux Falls, SD 57186

Re: Past Due Moorage -- Oak Harbor Marina
Account No. 4099 Slip # A-11
Vessel ID # WN 86 AR

Dear Mr. Estes:

The above-referenced vessel has been secured at the Oak Harbor Marina for non-payment of Marina charges. Enclosed is a copy of the Notice fastened to your vessel.

Your vessel will be released at such time as all outstanding fees and charges, including legal fees incurred as a result of the seizure, have been paid in full. Alternatively, if you contest the amount of charges owing, you can post a cash bond or other acceptable security with the City in an amount sufficient to cover all Marina charges owing, including costs of collection. Such bond or security will be held by the City until agreement is reached or disposition is made by a court. You have a right to a hearing to contest these charges. In order to obtain that hearing, you must commence legal proceedings against the City of oak Harbor for the return of your vessel.

The amount owing to date is \$831.15. Failure to pay this amount *in full* or to commence legal proceedings for the return of your vessel within ninety (90) days of the above-stated date may result in your vessel being offered for sale at public auction.

Because of the ongoing delinquency of your account, partial payment will no longer be accepted. Your vessel will remain secured and procedures for sale of your boat will continue until and unless the balance owing on your account is paid in full.

We look forward to the prompt payment of outstanding charges and satisfactory resolution of the issues.

Yours truly,

CITY OF OAK HARBOR

By _____
Harbormaster

135

NOTICE

THIS VESSEL HAS BEEN SECURED FOR NON-PAYMENT OF MARINA CHARGES,
AND IS SUBJECT TO SALE BY THE CITY OF OAK HARBOR IF CHARGES ARE
NOT PAID IN FULL.

THIS VESSEL MAY BE SOLD AT PUBLIC
AUCTION NINETY DAYS FROM THE DATE
HEREOF TO SATISFY PAYMENT OF MARINA
CHARGES OWED. THE OWNER OF THIS VESSEL
CAN OBTAIN INFORMATION CONCERNING ITS
RELEASE AT:

CITY OF OAK HARBOR

865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277
360-279-4575

VESSEL ID WN 86 AR
SLIP / LOCATION A-11
ATTACHED: DATE 1/29/09 TIME 845am
BY: Phil Whitlock
Representative, City of Oak Harbor

Any attempt to remove this vessel as secured will
result in the
CITY OF OAK HARBOR
filing charges of
BURGLARY - THEFT - CRIMINAL TRESPASS
or other crimes



Oak Harbor Marina
Mack L. Funk, Harbormaster

June 18, 2009

REGISTERED MAIL

Michael Estes
PO Box 15948591
Sioux Falls, SD 57186

Re: Past Due Moorage -- Oak Harbor Marina
Account No. 4099 Slip # A-11
Vessel ID WN 186 AR

Dear Mr. Estes:

The above-referenced vessel has been secured at the Oak Harbor Marina for non-payment of Marina charges. Enclosed is a copy of the Notice fastened to your vessel.

Your vessel will be released at such time as all outstanding fees and charges, including legal fees incurred as a result of the seizure, have been paid in full. Alternatively, if you contest the amount of charges owing, you can post a cash bond or other acceptable security with the City in an amount sufficient to cover all Marina charges owing, including costs of collection. Such bond or security will be held by the City until agreement is reached or disposition is made by a court. You have a right to a hearing to contest these charges. In order to obtain that hearing, you must commence legal proceedings against the City of oak Harbor for the return of your vessel.

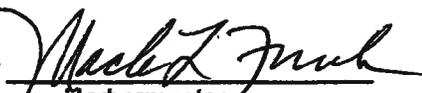
The amount owing to date is \$1485.19. Failure to pay this amount *in full* or to commence legal proceedings for the return of your vessel within ninety (90) days of the above-stated date may result in your vessel being offered for sale at public auction.

Because of the ongoing delinquency of your account, partial payment will no longer be accepted. Your vessel will remain secured and procedures for sale of your boat will continue until and unless the balance owing on your account is paid in full.

We look forward to the prompt payment of outstanding charges and satisfactory resolution of the issues.

Yours truly,

CITY OF OAK HARBOR

By 
Harbormaster

137



Small Business Self-Employed

**DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
915 SECOND AVENUE, MAIL STOP W-245
SEATTLE, WASHINGTON 98174**

10-20-2009

Mack Funk
Harbormaster
865 SE Barrington Drive
Oak Harbor, WA 98277

FAX 360 240-0603

**CONDITIONAL COMMITMENT TO DISCHARGE CERTAIN
PROPERTY FROM FEDERAL TAX LIEN**

Re: Michael Estes

Dear Mack

Your application for a certificate of discharge under the provisions of section 6325(b) of the Internal Revenue Code of 1986 has been investigated. Based on the information furnished, I have determined that the interest of the United States under the Federal Tax Lien(s) outstanding against the taxpayer named above in the following described property appears to be valueless..

1969 Columbia sailboat, Washington registration number: WN 86 AR

I will withhold issuance of a certificate of discharge, however until the taxpayer has been divested of all right, title, and interest to the property. Any funds you receive as a result of the sale in excess of \$2300.00 are to be remitted to the advisor named below, **MADE PAYABLE TO UNITED STATES TREASURY**. No funds are to be issued to the taxpayer without prior written consent of the Technical Support Advisor named below.

Please send A Copy of the Final Closing Statement to Internal Revenue Service, 915 2nd Ave. M/S W245, Seattle, WA 98174, Attn John Kempa, Technical Service Advisor, ID# 91-7303. Telephone No. 206-220-5560 - FAX No. 206 220-5496.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Pace", written over a horizontal line.

Jill Pace
AIQ Advisory Manager



Oak Harbor Marina
Mack L. Funk, Harbormaster

November 17, 2009

**VIA First Class and REGISTERED MAIL
RETURN RECEIPT REQUESTED**

Michael Estes
PO Box 15948591
Sioux Falls, SD 57186

Re: Vessel ID WN 86 AR

Dear Mr. Estes:

The public hearing of the City Council has been scheduled for December 15, 2009, so that the City Council can consider selling the above-referenced boat at public auction to recover "Marina charges".

Very truly yours,

Mack L. Funk
Harbormaster

139

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

Bill No. 10

Date: December 15, 2009

Subject: Sale of Boat
Vessel ID # WN 189 FF, a
1980 Watkins

FROM: Steve Powers, Director of Development Services *SP*
Mack Funk, Harbormaster

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

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

PURPOSE

This agenda bill presents to the City Council for approval a resolution authorizing the sale of a vessel in order to collect unpaid moorage charges.

AUTHORITY

State law RCW 53.08.320 and City of Oak Harbor ordinance OHMC 6.36.040 authorize the City to secure vessels for non-payment of charges. Following proper notice to the owner, 90 days without payment, and subsequent council action, the marina is authorized to conduct a sale of the vessel to recover its costs.

SUMMARY STATEMENT

The vessel owner has not made any payments since January 2009. The current balance due is \$3469.56. The vessel was originally locked up on February 20, 2009. After closer review, the seizure process needed to be re-started because notice had been by certified not registered mail, as legally required. The owner was notified by registered mail on August 11, 2009 that his vessel had been secured by the marina. The 90 day waiting period has now elapsed. The vessel owner has also been notified of the December 15 council meeting.

STANDING COMMITTEE REPORT

The proposed action was reviewed by the Governmental Services Committee at the June 8, 2009 and November 9, 2009 meetings.

City of Oak Harbor City Council Agenda Bill

RECOMMENDED ACTION

Conduct a public meeting and pass a resolution authorizing the Mayor to approve the proposed sale of the vessel.

ATTACHMENTS

Memo to Mayor and Council from the Harbormaster
Proposed Resolution
Letter to Vessel owner dated February 4, 2009
Letter to Vessel owner dated Feb. 20, 2009 w/ Notice
Copy of envelope showing "Box Closed Unable to Forward"
Letter to Navy Federal Credit Union dated July 24, 2009
Letter to Navy Federal Credit Union dated August 11, 2009 w/ Notice
Copy of envelope showing "Moved, Left No Address" #RE 207 944 889 US
Letter to Vessel owner dated November 17, 2009

MAYOR'S COMMENTS

**OAK HARBOR MARINA
Mack L. Funk, Harbormaster
1401 SE Catalina Drive
Oak Harbor, Washington 98277**

MEMORANDUM

TO: Mayor and City Council
FROM: Mack Funk, Harbormaster
RE: Vessel ID WN 189 FF, a 1980 Watkins

The boat described above was placed at the Oak Harbor Marina on or about September 4, 2007, by agreement with the owner, Darin Reynolds, whose last known address is PO Box 917 Oak Harbor, WA 98277.

Moorage for the vessel is currently \$144.13 per month. No moorage payments have been made since January 2009.

A letter was sent to the owner, advising that if the moorage was not brought current, the boat would be secured and not released until payment was made.

The boat was secured on August 11, 2009, by authorized personnel of the Oak Harbor Marina. A Notice was attached to the boat advising of the seizure. A letter was sent by both regular mail and registered mail, return receipt requested, to the above address, on August 11, 2009 with a copy of the Notice advising that if the Marina charges were not paid within ninety (90) days the boat would be sold at public auction.

More than ninety (90) days have elapsed since the date of mailing the Notice and the owner has not paid the Marina charges and the boat is now presumed to be abandoned. Therefore, I am requesting that you authorize the sale of the boat at auction so that the City may recover the "Marina charges".

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

November 4, 2009 Oak Harbor, Washington
Date and Place of Signing

Mack Funk, Harbormaster

RESOLUTION No. _____

RESOLUTION AUTHORIZING SALE OF A BOAT FOR "MARINA CHARGES"

WHEREAS, the City Council duly held a public meeting on December 15, 2009, wherein the City Council considered whether or not a vessel located in the Oak Harbor Marina is abandoned; to wit:

Vessel ID WN 189 FF, a 1980 Watkins

and having found that:

- the vessel was moored or stored at the Oak Harbor Marina;
- moorage charges owing on the vessel were not paid in full within 90 days from the time the owner of the vessel was notified by registered mail:
 1. that charges were owing;
 2. of the owner's right to commence legal proceedings to contest that such charges are owing; and
- the owner has not commenced legal proceedings; and
- the vessel is presumed to have been abandoned by the owner;

and the procedures required by RCW 53.08 have been complied with; now, therefore,

BE IT RESOLVED by the City Council of the City of Oak Harbor that the vessel above-described which has been abandoned by its owner shall be sold at public auction at a time and place to be fixed by the Harbormaster after giving due notice to the listed owner at the last known address and listing the same in a newspaper of general circulation in Island County at least ten (10) days and not more than twenty (20) days before the sale.

PASSED by the City Council this 15th day of December, 2009.

THE CITY OF OAK HARBOR

Jim Slowik
Mayor

Attest:

City Clerk

Approved as to form:

Margery Hite
City Attorney

144

February 4, 2009

Mr. Darin Reynolds
PO Box 917
Oak Harbor, WA 98277

CERTIFIED MAIL; RETURN RECEIPT REQUESTED
AND DELIVERED TO BOAT

RE: Past Due Moorage—Oak Harbor Marina
Account No. 3992
Vessel ID WN # 189 FF, S/V Passages, Slip B-66

Dear Mr. Reynolds,

This account is again more than sixty (60) days past due. The amount owed as of February 3, 2009 is \$1765.01.

You should be aware that if this amount is not paid within fifteen (15) days of the date of this letter, your vessel, described above, is subject to seizure by the City of Oak Harbor. You have a right to a hearing to adjudicate whether the amount owed is correct or the securing of the vessel is proper by filing a lawsuit in a court of competent jurisdiction within fifteen (15) days from the date of this letter.

If full payment is not made or no such lawsuit is filed, the City will seize the vessel and hold it until payment is made and, if payment is not made, may sell the vessel. The city will not accept partial payment.

We hope this will not be necessary.

Yours truly,

CITY OF OAK HARBOR

By _____
Harbormaster

145

Feb. 20, 2009

**CERTIFIED AND FIRST Class MAIL
RETURN RECEIPT REQUESTED**

Darin Reynolds
PO Box 917
Oak Harbor, WA 98277

Re: Past Due Moorage -- Oak Harbor Marina
Account No. 3992 Slip # B-66
Vessel ID Sara Jess

Dear Mr. Reynolds:

The above-referenced vessel has been secured at the Oak Harbor Marina for non-payment of Marina charges. Enclosed is a copy of the Notice fastened to your vessel.

Your vessel will be released at such time as all outstanding fees and charges, including legal fees incurred as a result of the seizure, have been paid in full. Alternatively, if you contest the amount of charges owing, you can post a cash bond or other acceptable security with the City in an amount sufficient to cover all Marina charges owing, including costs of collection. Such bond or security will be held by the City until agreement is reached or disposition is made by a court. You have a right to a hearing to contest these charges. In order to obtain that hearing, you must commence legal proceedings against the City of oak Harbor for the return of your vessel.

The amount owing to date is \$1710.95. Failure to pay this amount *in full* or to commence legal proceedings for the return of your vessel within ninety (90) days of the above-stated date may result in your vessel being offered for sale at public auction.

Because of the ongoing delinquency of your account, partial payment will no longer be accepted. Your vessel will remain secured and procedures for sale of your boat will continue until and unless the balance owing on your account is paid in full.

We look forward to the prompt payment of outstanding charges and satisfactory resolution of the issues.

Yours truly,

CITY OF OAK HARBOR

By _____
Harbormaster

146

NOTICE

THIS VESSEL HAS BEEN SECURED FOR NON-PAYMENT OF MARINA CHARGES,
AND IS SUBJECT TO SALE BY THE CITY OF OAK HARBOR IF CHARGES ARE
NOT PAID IN FULL.

THIS VESSEL MAY BE SOLD AT PUBLIC
AUCTION NINETY DAYS FROM THE DATE
HEREOF TO SATISFY PAYMENT OF MARINA
CHARGES OWED. THE OWNER OF THIS VESSEL
CAN OBTAIN INFORMATION CONCERNING ITS
RELEASE AT:

CITY OF OAK HARBOR

865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277
360-279-4575

VESSEL ID WN 189 FF
SLIP / LOCATION B-66
ATTACHED: DATE 2/20/09 TIME 8:30AM
BY: PHIL WHITLOCK
Representative, City of Oak Harbor

Any attempt to remove this vessel as secured will
result in the
CITY OF OAK HARBOR
filing charges of
BURGLARY - THEFT - CRIMINAL TRESPASS
or other crimes



OAK HARBOR MARINA
 Mack L. Funk
 Harbormaster
 865 S.E. Barrington Drive
 Oak Harbor, WA 98277

148

3992 Darin Reynolds • **AST DU**
 PO Box 917
 Oak Harbor WA 98277 **PLEASE REMI**

TERMS:

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\$00.440

07/01/2009

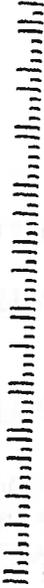
Mailed From 98277

US POSTAGE

REYN917* 982 D5E 1 509C 01 07/13/09
 REYNOLDS RETURN TO SENDER

BOX CLOSED
 UNABLE TO FORWARD
 RETURN TO SENDER

BC: 98277305662770000000





Oak Harbor Marina
Mack L. Funk, Harbormaster

July 24, 2009

Navy Federal Credit Union
PO Box 25109
Lehigh Valley, PA 18002

VIA REGISTERED MAIL

RE: Past Due Moorage- Oak Harbor Marina
Account No. 3992 Darin Reynolds registered owner
Vessel ID WN 189 FF

To Whom it May Concern,

This account is more than sixty (60) days past due. The amount owed as of July 24 is \$2630.14.

You should be aware that if this amount is not paid within fifteen (15) days of the date of this letter, your vessel, described above, is subject to seizure by the City of Oak Harbor. You have a right to a hearing to adjudicate whether the amount owed is correct or the securing of the vessel is proper by filing a lawsuit in a court of competent jurisdiction within fifteen (15) days from the date of this letter.

If the payment is not made or no such lawsuit is filed, the City will seize the vessel and hold it until payment is made and, if payment is not made, may sell the vessel.

We hope this will not be necessary.

Sincerely,


Mack Funk
Harbormaster

149

August 11, 2009

Navy Federal Credit Union
PO Box 25109
Lehigh Valley, PA 18002

VIA REGISTERED MAIL

RE: Past Due Moorage- Oak Harbor Marina
Account No. 3992 Darin Reynolds registered owner
Vessel ID WN 189 FF

To Whom it May Concern,

The above-referenced vessel has been secured at the Oak Harbor Marina for non-payment of Marina charges. Enclosed is a copy of the Notice fastened to your vessel.

Your vessel will be released at such time as all outstanding fees and charges, including legal fees incurred as a result of the seizure, have been paid in full. Alternatively, if you contest the amount of charges owing, you can post a cash bond or other acceptable security with the City in an amount sufficient to cover all Marina charges owing, including costs of collection. Such bond or security will be held by the City until agreement is reached or disposition is made by a court. You have a right to a hearing to contest these charges. In order to obtain that hearing, you must commence legal proceedings against the City of oak Harbor for the return of your vessel.

The amount owing to date is \$2856.23. Failure to pay this amount *in full* or to commence legal proceedings for the return of your vessel within ninety (90) days of the above-stated date may result in your vessel being offered for sale at public auction.

Because of the ongoing delinquency of your account, partial payment will no longer be accepted. Your vessel will remain secured and procedures for sale of your boat will continue until and unless the balance owing on your account is paid in full.

We look forward to the prompt payment of outstanding charges and satisfactory resolution of the issues.

Sincerely,



Mack Funk
Harbormaster

150

NOTICE

THIS VESSEL HAS BEEN SECURED FOR NON-PAYMENT OF MARINA CHARGES,
AND IS SUBJECT TO SALE BY THE CITY OF OAK HARBOR IF CHARGES ARE
NOT PAID IN FULL.

THIS VESSEL MAY BE SOLD AT PUBLIC
AUCTION NINETY DAYS FROM THE DATE
HEREOF TO SATISFY PAYMENT OF MARINA
CHARGES OWED. THE OWNER OF THIS VESSEL
CAN OBTAIN INFORMATION CONCERNING ITS
RELEASE AT:

CITY OF OAK HARBOR

865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277
360-279-4575

VESSEL ID WN 189 FF
SLIP / LOCATION B-66
ATTACHED: DATE 8/11/09 TIME 10am

BY: Mack Funk
Representative, City of Oak Harbor

Any attempt to remove this vessel as secured will
result in the
CITY OF OAK HARBOR
filing charges of
BURGLARY - THEFT - CRIMINAL TRESPASS
or other crimes



OAK HARBOR MARINA
 Mack L. Funk
 Harbormaster
 865 S.E. Barrington Drive
 Oak Harbor, WA 98277



98277

U.S. POSTAGE
 PAID
 OAK HARBOR, WA
 98277
 NOV 12 2009
 AMOUNT

Hasler

11/12/2009

US POSTAGE

\$13.43



ZIP 98277
 011D11613996



0.00

- Not Deliverable Addressed
- Unable To Forward
- Incorrect Address
- Moved, Left No Address
- Unclaimed - Not Refused
- Attempted - Not Known
- Street
- Number
- Box
- Mail Recd. Incomplete
- Closed - A
- For B6

Handwritten: DAN Reynolds
 P.O. Box 917
 Oak Harbor, WA 98277

Handwritten: 11.13

REGISTERED MAIL



RE 207 944 889 US

PSN 7690-05-000-9311

Label 200, August 2005

152



Oak Harbor Marina
Mack L. Funk, Harbormaster

November 17, 2009

**VIA First Class and REGISTERED MAIL
RETURN RECEIPT REQUESTED**

Darin Reynolds
PO Box 917
Oak Harbor, WA 98277

Re: Vessel ID WN 189 FF

Dear Mr. Reynolds:

The public hearing of the City Council has been re-scheduled for December 15, 2009, so that the City Council can consider selling the above-referenced boat at public auction to recover "Marina charges".

Very truly yours,

Mack L. Funk
Harbormaster

Cc: Navy Federal Credit Union, Legal Owner
PO Box 25109
Lehigh Valley, PA 18002

153

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

Bill No. 11

Date: **December 15, 2009**

Subject: **Sale of Boat**
Vessel ID # WN 1569 X, a
1973 Fiber Form

FROM: Steve Powers, Director of Development Services *per*
Mack Funk, Harbormaster

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

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

PURPOSE

This agenda bill presents to the City Council for approval a resolution authorizing the sale of a vessel in order to collect unpaid moorage charges.

AUTHORITY

State law RCW 53.08.320 and City of Oak Harbor ordinance OHMC 6.36.040 authorize the City to secure vessels for non-payment of charges. Following proper notice to the owner, 90 days without payment, and subsequent council action, the marina is authorized to conduct a sale of the vessel to recover its costs.

SUMMARY STATEMENT

The vessel owner has not made any payments since January 2009. The vessel was locked up on April 15, 2009. After closer review, the seizure process needed to be re-started because notice had been by certified not registered mail, as legally required. The owner was notified by registered mail on August 11, 2009 that his vessel had been re-secured by the marina. The 90 day waiting period has now elapsed. The past due moorage balance is \$2,526.14. This vessel sank at its slip on October 28, 2009 and the owner has been billed for the charges to re-float the sunken vessel (total \$5731.65). The vessel owner has also been notified of the December 15 council meeting.

City of Oak Harbor City Council Agenda Bill

STANDING COMMITTEE REPORT

The proposed action was reviewed by the Governmental Services Committee at the June 8, 2009 and November 9, 2009 meetings.

RECOMMENDED ACTION

Conduct a public meeting and pass a resolution authorizing the Mayor to approve the proposed sale of the vessel.

ATTACHMENTS

Memo to Mayor and Council from the Harbormaster
Proposed Resolution

Letter to Vessel owner dated March 24, 2009

Letter to Vessel owner dated April 15, 2009 w/ Notice

Letter to Vessel owner dated July 24, 2009

Letter to Vessel owner dated August 11, 2009 w/ Notice

Letter to Vessel owner dated November 17, 2009

MAYOR'S COMMENTS

**OAK HARBOR MARINA
Mack L. Funk, Harbormaster
1401 SE Catalina Drive
Oak Harbor, Washington 98277**

MEMORANDUM

TO: Mayor and City Council
FROM: Mack Funk, Harbormaster
RE: Vessel ID WN 1569 X, a 1973 Fiber Form

The boat described above was placed at the Oak Harbor Marina on or about September 8, 2008, by agreement with the owner, Steve O'Connor, whose last known address is 1427 W. Ardmore Dr. Spokane, WA 99218.

Moorage for the vessel is currently \$139.16 per month. No moorage payments have been made since January 2009.

A letter was sent to the owner, advising that if the moorage was not brought current, the boat would be secured and not released until payment was made.

The boat was secured on August 11, 2009, by authorized personnel of the Oak Harbor Marina. A Notice was attached to the boat advising of the seizure. A letter was sent by both regular mail and registered mail, return receipt requested, to the above address, on August 11, 2009 with a copy of the Notice advising that if the Marina charges were not paid within ninety (90) days the boat would be sold at public auction.

The boat sank on October 28, 2009 and the owner has been billed for those charges.

More than ninety (90) days have elapsed since the date of mailing the Notice and the owner has not paid the Marina charges and the boat is now presumed to be abandoned. Therefore, I am requesting that you authorize the sale of the boat at auction so that the City may recover the "Marina charges".

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

November 12, 2009 Oak Harbor, Washington
Date and Place of Signing

Mack Funk, Harbormaster

RESOLUTION No. _____

RESOLUTION AUTHORIZING SALE OF A BOAT FOR "MARINA CHARGES"

WHEREAS, the City Council duly held a public meeting on December 15, 2009, wherein the City Council considered whether or not a vessel located in the Oak Harbor Marina is abandoned; to wit:

Vessel ID WN 1569 X, a 1973 Fiber Form

and having found that:

- the vessel was moored or stored at the Oak Harbor Marina;
- moorage charges owing on the vessel were not paid in full within 90 days from the time the owner of the vessel was notified by registered mail:
 1. that charges were owing;
 2. of the owner's right to commence legal proceedings to contest that such charges are owing; and
- the owner has not commenced legal proceedings; and
- the vessel is presumed to have been abandoned by the owner;

and the procedures required by RCW 53.08 have been complied with; now, therefore,

BE IT RESOLVED by the City Council of the City of Oak Harbor that the vessel above-described which has been abandoned by its owner shall be sold at public auction at a time and place to be fixed by the Harbormaster after giving due notice to the listed owner at the last known address and listing the same in a newspaper of general circulation in Island County at least ten (10) days and not more than twenty (20) days before the sale.

PASSED by the City Council this 15th day of December, 2009.

THE CITY OF OAK HARBOR

Jim Slowik
Mayor

Attest:

City Clerk

Approved as to form:

Margery Hite
City Attorney

March 24, 2009

Steve O'Connor
1427 W. Ardmore Dr.
Spokane, WA 99218

CERTIFIED MAIL AND FIRST CLASS MAIL
RETURN RECEIPT REQUESTED

RE: Past Due Moorage—Oak Harbor Marina
Account No. 3620
Vessel ID WN1569X

Dear Mr. O'Connor,

This account is again more than sixty (60) days past due. The amount owed as of March 24, 2009 is \$730.45

You should be aware that if this amount is not paid within fifteen (15) days of the date of this letter, your vessel, described above, is subject to seizure by the City of Oak Harbor. You have a right to a hearing to adjudicate whether the amount owed is correct or the securing of the vessel is proper by filing a lawsuit in a court of competent jurisdiction within fifteen (15) days from the date of this letter.

If the full payment is not made or no such lawsuit is filed, the City will seize the vessel and hold it until payment is made and, if payment is not made, may sell the vessel. The city will not accept partial payment.

We hope this will not be necessary.

Yours truly,

CITY OF OAK HARBOR

By _____
Harbormaster



Oak Harbor Marina
Mack L. Funk, Harbormaster

April 15, 2009

**CERTIFIED AND FIRST Class MAIL
RETURN RECEIPT REQUESTED**

Steve O'Connor
1427 W. Ardmore Dr.
Spokane, WA 99218

Re: Past Due Moorage - - Oak Harbor Marina
Account No. 3620 Slip # F-08
Vessel ID WN 1569 X Endless Summer

Dear Mr. O'Connor:

The above-referenced vessel has been secured at the Oak Harbor Marina for non-payment of Marina charges. Enclosed is a copy of the Notice fastened to your vessel.

Your vessel will be released at such time as all outstanding fees and charges, including legal fees incurred as a result of the seizure, have been paid in full. Alternatively, if you contest the amount of charges owing, you can post a cash bond or other acceptable security with the City in an amount sufficient to cover all Marina charges owing, including costs of collection. Such bond or security will be held by the City until agreement is reached or disposition is made by a court. You have a right to a hearing to contest these charges. In order to obtain that hearing, you must commence legal proceedings against the City of oak Harbor for the return of your vessel.

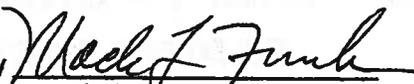
The amount owing to date is \$1009.41. Failure to pay this amount *in full* or to commence legal proceedings for the return of your vessel within ninety (90) days of the above-stated date may result in your vessel being offered for sale at public auction.

Because of the ongoing delinquency of your account, partial payment will no longer be accepted. Your vessel will remain secured and procedures for sale of your boat will continue until and unless the balance owing on your account is paid in full.

We look forward to the prompt payment of outstanding charges and satisfactory resolution of the issues.

Yours truly,

CITY OF OAK HARBOR

By 
Harbormaster

100

NOTICE

THIS VESSEL HAS BEEN SECURED FOR NON-PAYMENT OF MARINA CHARGES,
AND IS SUBJECT TO SALE BY THE CITY OF OAK HARBOR IF CHARGES ARE
NOT PAID IN FULL.

THIS VESSEL MAY BE SOLD AT PUBLIC
AUCTION NINETY DAYS FROM THE DATE
HEREOF TO SATISFY PAYMENT OF MARINA
CHARGES OWED. THE OWNER OF THIS VESSEL
CAN OBTAIN INFORMATION CONCERNING ITS
RELEASE AT:

CITY OF OAK HARBOR

865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277
360-279-4575

VESSEL ID WN 1569 X
SLIP / LOCATION F-08
ATTACHED: DATE 4/15/09 TIME 9AM
BY: Mack Funk
Representative, City of Oak Harbor

Any attempt to remove this vessel as secured will
result in the
CITY OF OAK HARBOR
filing charges of
BURGLARY - THEFT - CRIMINAL TRESPASS
or other crimes



Oak Harbor Marina
Mack L. Funk, Harbormaster

July 24, 2009

Mr. Steve O'Connor
1427 W. Ardmore Dr.
Spokane, WA 98218

VIA REGISTERED MAIL

RE: Past Due Moorage- Oak Harbor Marina
Account No. 3620
Vessel ID WN 1569 X

Dear Mr. O'Connor,

This account is more than sixty (60) days past due. The amount owed as of July 24 is \$1594.23.

You should be aware that if this amount is not paid within fifteen (15) days of the date of this letter, your vessel, described above, is subject to seizure by the City of Oak Harbor. You have a right to a hearing to adjudicate whether the amount owed is correct or the securing of the vessel is proper by filing a lawsuit in a court of competent jurisdiction within fifteen (15) days from the date of this letter.

If the payment is not made or no such lawsuit is filed, the City will seize the vessel and hold it until payment is made and, if payment is not made, may sell the vessel. We hope this will not be necessary.

Sincerely,

Mack Funk
Harbormaster

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Oak Harbor Marina
Mack L. Funk, Harbormaster

August 11, 2009

**REGISTERED MAIL
RETURN RECEIPT REQUESTED**

Mr. Steve O'Connor
1427 W. Ardmore Dr.
Spokane, WA 98218

Re: Past Due Moorage -- Oak Harbor Marina
Account No. 3620 Slip # D-04
Vessel ID WN 1569 X

Dear Mr. O'Connor:

The above-referenced vessel has been secured at the Oak Harbor Marina for non-payment of Marina charges. Enclosed is a copy of the Notice fastened to your vessel.

Your vessel will be released at such time as all outstanding fees and charges, including legal fees incurred as a result of the seizure, have been paid in full. Alternatively, if you contest the amount of charges owing, you can post a cash bond or other acceptable security with the City in an amount sufficient to cover all Marina charges owing, including costs of collection. Such bond or security will be held by the City until agreement is reached or disposition is made by a court. You have a right to a hearing to contest these charges. In order to obtain that hearing, you must commence legal proceedings against the City of oak Harbor for the return of your vessel.

The amount owing to date is \$1952.02. Failure to pay this amount *in full* or to commence legal proceedings for the return of your vessel within ninety (90) days of the above-stated date may result in your vessel being offered for sale at public auction.

Because of the ongoing delinquency of your account, partial payment will no longer be accepted. Your vessel will remain secured and procedures for sale of your boat will continue until and unless the balance owing on your account is paid in full.

We look forward to the prompt payment of outstanding charges and satisfactory resolution of the issues.

Yours truly,

CITY OF OAK HARBOR

By Mack L Funk
Harbormaster

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NOTICE

THIS VESSEL HAS BEEN SECURED FOR NON-PAYMENT OF MARINA CHARGES,
AND IS SUBJECT TO SALE BY THE CITY OF OAK HARBOR IF CHARGES ARE
NOT PAID IN FULL.

THIS VESSEL MAY BE SOLD AT PUBLIC
AUCTION NINETY DAYS FROM THE DATE
HEREOF TO SATISFY PAYMENT OF MARINA
CHARGES OWED. THE OWNER OF THIS VESSEL
CAN OBTAIN INFORMATION CONCERNING ITS
RELEASE AT:

CITY OF OAK HARBOR

865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277
360-279-4575

VESSEL ID WN 1569 X
SLIP / LOCATION D-04
ATTACHED: DATE 8/11/09 TIME 9:30am

BY: Mack Funk
Representative, City of Oak Harbor

Any attempt to remove this vessel as secured will
result in the
CITY OF OAK HARBOR
filing charges of
BURGLARY - THEFT - CRIMINAL TRESPASS
or other crimes

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Oak Harbor Marina
Mack L. Funk, Harbormaster

November 17, 2009

VIA First Class and REGISTERED MAIL
RETURN RECEIPT REQUESTED

Steve O'Connor
1427 W. Ardmore Dr.
Spokane, WA 99218

Re: Vessel ID WN 1569 X

Dear Mr. O'Connor:

The public hearing of the City Council has been re-scheduled for December 15, 2009, so that the City Council can consider selling the above-referenced boat at public auction to recover "Marina charges".

Very truly yours,

Mack L. Funk
Harbormaster

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

Bill No. 12
Date: December 15, 2009
Subject: Marina Redevelopment Project
Phase 2: Dredging Design

FROM: Steve Powers, Development Services Director *SP*
Mack Funk, Harbormaster

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents a proposed engineering services contract with Reid Middleton, Inc. in the amount of \$145,322 for the Marina Redevelopment Project Phase 2, Dredging Design.

AUTHORITY

The awarding of engineering services contracts is governed by RCW 39.80 and OHMC Chapter 2.350.

The initial consultant selection process for the Phase 1 of the redevelopment project followed the procedures of OHMC 2.350.040 and selected four consultant firms from the City's roster. Each was asked to respond to an RFP which included dredging design as one of the project components. As the scope of Phase 1 was refined, it was decided to undertake dredging as Phase 2. Reid Middleton was selected as the firm most qualified to perform the all of the required services listed in the RFP.

SUMMARY STATEMENT

When the Marina Redevelopment Plan was approved in 2006 it proposed the complete redevelopment of the Marina for an estimated \$19.2 million. Included in this plan was the dredging of the entire marina. Due to budget limitations the City has decided to implement the Plan in phases. Based on citizen and City Council comments during the awarding of the Phase 1 construction contract, the planned dredging and associated environmental mitigation are proposed as the next phase.

BACKGROUND

On October 8, 2008 the City Council approved a design engineering contract with Reid Middleton for the first phase of the Marina Redevelopment Project. The scope of work associated with that contract included the planning and design of upgrades to the existing electrical services for the moorage slips, upgrades to the existing PVC potable water system on the floats and replacement of the main gangway. The City Council awarded the Phase 1

construction contract on August 5, 2009; construction on this phase is under way.

The scope also included work to assist the City with predesign and evaluation of sediment accumulation rates and dredging at the marina. That work is complete. The contract proposed with this agenda bill will build on the previous analysis and prepare construction documents for a dredging and environmental mitigation construction contract.

DISCUSSION

Scope of Work

Reid Middleton has prepared a scope of services and fee estimate to prepare final bid documents for dredging of the entire marina, design of mitigation measures identified in the current permit documents for the dredging, and bid assistance and construction administration services for the dredging and mitigation project. The predesign for the dredging of the marina is summarized in the Coast and Harbor Engineering Dredge Memorandum dated May 12, 2009 (Attachment 1). That memo identifies three key areas for potential dredging including the landing float area, fuel float area and the breakwater area. They note the full dredging project may include the entire marina in addition to these key areas. Reid Middleton's proposed scope of services is based on the City identifying in the early stage of the final dredge design process which proposed dredge areas shall be included in the base bid and which dredge area(s) if any will be included as alternate or additive bid items.

Amount of Dredging to be Undertaken

The previously referenced Dredge Memorandum identified those areas of the Marina which are most critical for dredging based on sedimentation rate analysis. They are: the landing float area, the fuel float area and the breakwater area. Based on the technical analysis dredging of the internal portions of the marina can be delayed.

In a separate letter (dated July 28, 2009) Reid Middleton summarized the results of Coast and Harbor's analysis and provided their phased dredging recommendations. Their recommendations in order of priority are: nearshore areas (landing float and fuel float), breakwater area and side boundaries and internal areas. Public comments received during various Marina Advisory Committee, Governmental Services Standing Committee and City Council meetings indicate that there is a desire on the part of at least some of the marina tenants to see the entire marina dredged as a single project.

Both Coast and Harbor Engineering and Reid Middleton have offered their opinion that from a technical analysis perspective dredging of the entire marina is not yet necessary. With this in mind, the decision to dredge more than just the technically-supported minimum becomes a financial, rather than an engineering decision. At this time the estimated cost of dredging (design, dredging and environmental mitigation) is \$3,355,000.

The proposed scope of services includes assistance to the City in determining how to structure the bid documents for the amount of dredging the City Council intends to undertake. The final decision on this matter must be made no later than with the 60 percent design set review comments. Any changes after that point may result in additional charges to revise the bid documents. Given the substantial financial commitment that dredging will require, staff will

seek City Council approval of the proposed dredging amount prior to moving beyond the 60 percent design level.

Contract Timing and Award

The City Council is asked to consider this contract at this time so the project may be advertised for bid in late spring or early summer 2010. As has been previously discussed with Council the goal is to undertake dredging during the next in-water work window (July 15, 2010 through February 15, 2011).

The total proposed contract amount is \$145,322. Staff recommends the contract be awarded in phases. Phase A, consisting of design, project management and bidding assistance, is in the amount of \$95,272. Phase B, consisting of construction assistance services and mitigation monitoring will be in the amount of \$50,050 if the full marina dredging is undertaken. Staff will not bring Phase B forward if a dredging contract is not awarded. The completion date for Phase A is July 31, 2010. The completion date for Phase B (if needed) is dependent on the dredging contract length and will be determined at the time of award. The proposed contract (with the scope of work as Exhibit B) is found in Attachment 3.

BUDGET CONSIDERATIONS

Funding for the proposed design contract is available in the Marina's cash reserve. Funding for the dredging is not yet secured. As part of a separate agenda item (Marina rates) staff presented the City Council with one method of funding the dredging.

MARINA ADVISORY COMMITTEE

This item was presented to the Marina Advisory Committee on November 2, 2009 and December 2, 2009.

STANDING COMMITTEE REPORT

This item was presented to the Governmental Services Standing Committee on November 9, 2009 and December 12, 2009.

CONCLUSION

During the award of Phase 1 of the Marina Redevelopment Project the City Council directed staff to develop a schedule for Phase 2, dredging. The schedule proposed by staff provided for dredging to begin in the summer of 2010. The proposed engineering services contract for dredging and mitigation design is presented to the City Council with the goal of meeting that schedule.

Should the City Council award this contract, two important decisions related to dredging will still remain. The first is the scale or amount of dredging to be undertaken. The second is how the dredging will be funded.

RECOMMENDED ACTION

Authorize the Mayor to sign the Marina Redevelopment Project, Phase 2 Dredging, contract with Reid Middleton, Inc. in a not to exceed total amount of \$145,522 and award Phase A of the contract at this time.

ATTACHMENTS

Attachment 1: Coast & Harbor Engineering Technical Memorandum dated May 112, 2009

Attachment 2: Reid Middleton Letter dated July 28, 2009

Attachment 3: Proposed Contract

MAYOR'S COMMENTS

32169



Technical Memorandum

Oak Harbor Marina Redevelopment Sedimentation Analysis and Dredging Prioritization

1. Introduction

This Technical Memorandum summarizes the results of Coast & Harbor Engineering, Inc.'s (CHE's) analysis on the Phase 1 Oak Harbor Marina Redevelopment Project. The objectives of CHE's work on Phase 1 of the project were as follows:

- Evaluate rates of sedimentation and volumes of required maintenance dredging for the existing marina.
- Develop recommendations to minimize future dredging needs and dredging costs, if feasible.
- Develop and recommend the preferred dredging scenario.

2. Marina Sedimentation and Maintenance Dredging Recommendations

Oak Harbor Marina was constructed in approximately 1973 at the area previously occupied by the seaplane base. No dredging was required for construction of the marina at that time. Since construction, maintenance dredging has been conducted only once, in 1996. The 1996 dredging was conducted locally, only along the wave guard and trestle. Although the limited dredging activities in the marina did not provide a sufficient database for sedimentation analysis, based on the dredging records, the records did accommodate more effective use of available historical hydrographic surveys. The bathymetric survey data from 1951, 1974, 1985¹, 1997², and 2005 were found to be applicable for the analysis. These survey data were compiled, processed (some of them were digitized), and analyzed. Figure 1 shows the locations of depth measurement points for each of the available historical surveys.

The figure shows that the resolution (frequency of data points) and areas of coverage shown in the historical surveys are not consistent. This inconsistency was accounted for in a comparison analysis and development of sedimentation rate estimates. Figure 2 shows depths in the marina for each survey dataset, in color format. Blue color shows deeper water, and yellow and red colors show shallower water.

¹ The 1985 survey includes only a few depth measuring points along the wave guard. The (1985) data from this survey had limited use in the analysis.

² The 1997 bathymetric survey represents the 1996 post-dredging conditions in the marina.

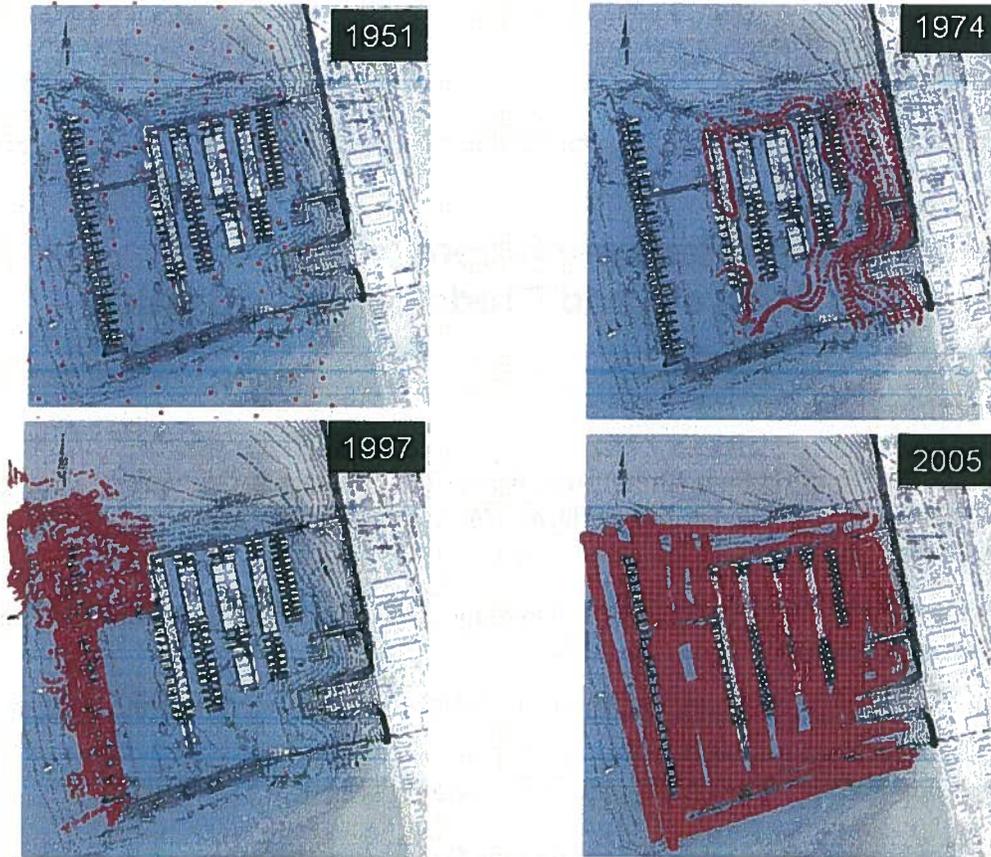


Figure 1. Locations of depth measuring points during historical surveys

The comparison analysis consisted of subtracting surface elevations (depths) between two sequential surveys (where appropriate), and computing the average thickness of sedimentation (for the area of subtraction). A comparison was conducted between survey data from 1974 and 1951, 2005 and 1974, and 2005 and 1997³. Results of the comparison are shown in Figure 3, in color format.

³ In addition, a comparison was conducted between the 1974 and 2005 datasets. However, the results of this analysis had limited application due to a 1997 dredging event.

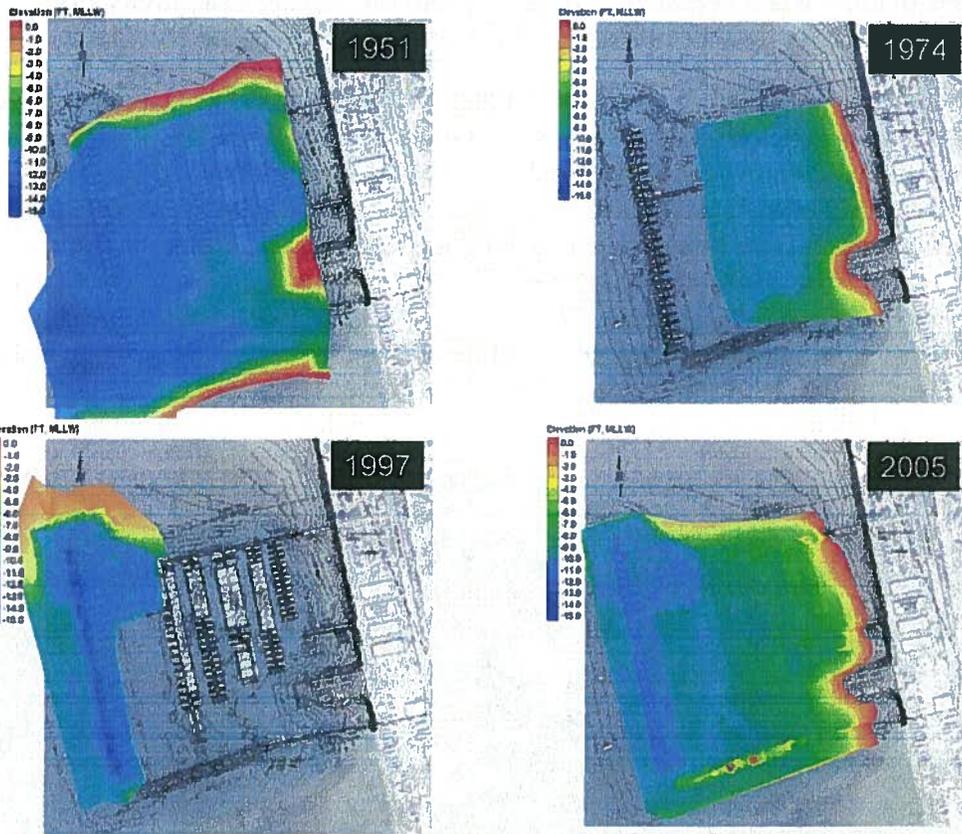


Figure 2. Depth in the marina in color format, based on survey datasets

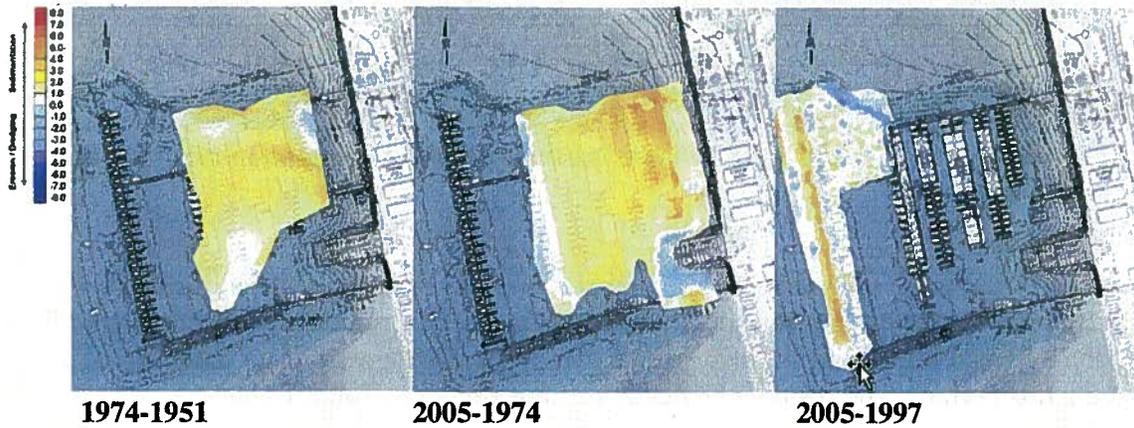


Figure 3. Comparison analysis of bathymetric survey data

The figure shows that the rate of sedimentation is not uniform over the entire marina area. A larger rate of sedimentation was observed along the marina boundaries and along the wave guard area. It is likely that processes of sedimentation at the boundary and wave guard areas are different than that in other parts of the marina. Figure 4 is an aerial view of the marina during a low tide event. The figure shows that the boundaries of the marina are in close proximity to the shallow flats of Oak Harbor Bay. It is likely that during wave storms,

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saturated shallow water sediment is transported to the marina as a gravity flow over the slopes. This gravity flow results in increased sedimentation at the boundaries of the marina.

The excessive sedimentation along the wave guard structure is likely a result of two major processes: local deposition of suspended sediment due to wave energy attenuation, and sediment encroaching into the over-dredge area. Relatively low sedimentation in the interior of the marina indicates a predominant process of deposition of suspended fine sediment from the water column. Based on review and comparison analysis, it appears that the entire marina area may be conceptually subdivided into three general sections that have common sedimentation processes and rates. These sections encompass the wave attenuator (waveguard) area, interior marina area, and the marina boundary areas. Figure 4 shows the approximate locations of these areas.



Figure 4. Areas (sectors) of the marina with similar processes and rates of sedimentation

Averaged (per area) and maximum sedimentation rates (thickness of sediment layer per year) were computed for each of the specified marina areas. Calculations were conducted for each period between sequential surveys (where data were overlapped), if no dredging occurred during this period. The results of calculations are shown in Table 1 below.

Table 1. Results of Sedimentation Rates (per year) Computation

	Internal Area		Waveguard		North and East Boundaries (Trestle and Fuel Pier)		South Boundary	
	Average	Max	Average	Max	Average	Max	Average	Max
1974-1951	1.2"	1.7"	N/A	N/A	1.4"	2.0"	N/A	N/A
1985-1995	N/A	N/A	4.3"	6.5"	N/A	N/A	N/A	N/A
2005-1951	0.9"	1.4"	N/A	N/A	1.2"	1.6"	1.3"	1.9"
2005-1974	1.1"	1.4"	N/A	N/A	1.5"	2.1"	N/A	N/A
2005-1997	N/A	N/A	4.5"	7.2"	N/A	N/A	N/A	N/A
Average	1.1"	1.5"	4.4"	6.7"	1.4"	1.9"	1.3"	1.9"
Recommended for Maintenance Dredging Estimate	<1.5"		4.4" - 6.7"		1.9"		1.9"	

The computed sedimentation rates (averaged and maximum) were further time-averaged over the entire period (1951-2005), and recommended rates for maintenance dredging requirements were developed for each specified area. These recommended rates were used for developing the dredging scenario alternatives (See Section 3 below).

3. Possible Dredging Scenarios and Recommendations for Preferred Scenario

Possible Oak Harbor Marina dredging scenarios were developed based on the following criteria assumptions:

- Minimal cost for overall dredging work.
- Comply with the existing dredging permit.
- Satisfy imminent depth limitation, specifically at the trestle and fuel pier.
- Two alternative maintenance dredging frequencies were considered: 10 years and 20 years.

To satisfy the above criteria, three general dredging sites were selected: Site 1 – Trestle; Site 2 - Fuel Pier; and Site 3 - Wave Guard. Figure 5 shows these three areas, superimposed onto a 2005 bathymetry in color format.

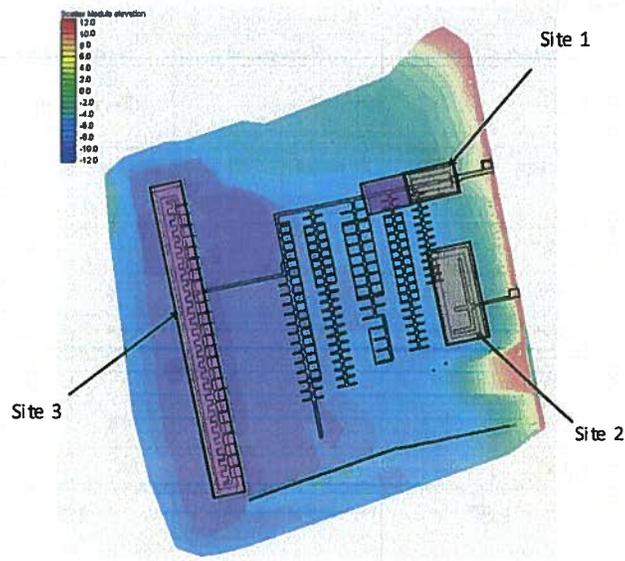


Figure 5. General dredging sites locations

Site 1 includes the trestle area and consists of two parts, a landward and seaward part. The landward part is shallower, which causes frequent grounding of the trestle. The seaward part is slightly deeper, but still is not sufficient to preclude grounding of the trestle during low tide events. Dredging alternatives were developed to account for dredging at the landward (most imminent) part only or the total, landward and seaward parts of Site 1.

Site 3 of the marina dredging project was developed with two scenarios, Original and Modified. The Original scenario is similar to that dredged during the 1996 dredging event. It includes dredging under the footprint of the wave guard, or in other words, the width of dredging cut is equal to the width of the wave guard. This scenario results in a deep and narrow dredge. The Modified scenario accounts for sediment encroaching from the adjacent area. This scenario extends a dredging cut seaward, to create clearance for encroaching sediment and preclude its deposition in the wave guard footprint area. The Modified scenario results in a shallower and narrower dredging cut. Figure 6, below, shows two scenarios that were used to develop dredging alternatives.

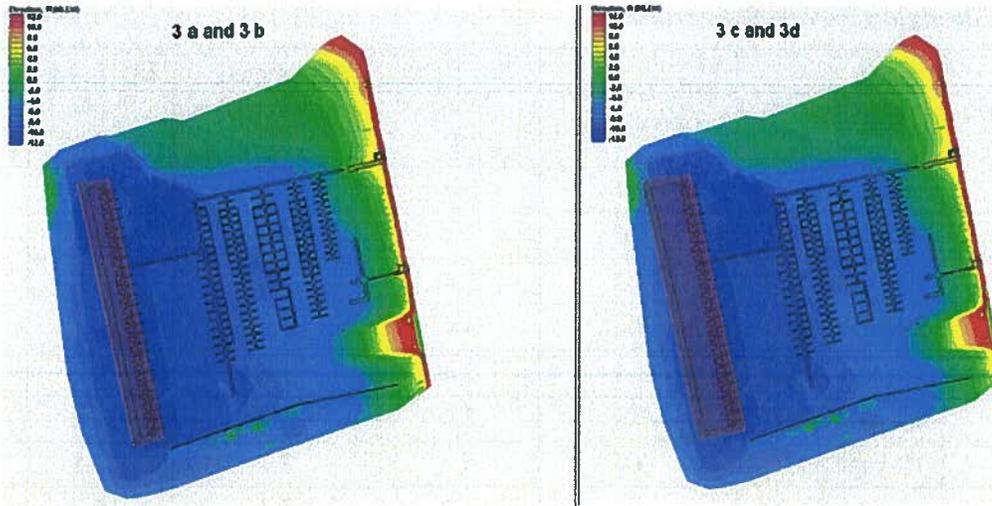


Figure 6. Two scenarios for dredging Site 3, Original (3a and 3b) and Modified (3c and 3d)

A standard approach was used for evaluation of the dredging depth for each of the sites and dredging alternatives. Dredging depth was computed as the sum of Lowest Tide Clearance plus Draft of the structure (trestle, or fuel pier, or wave guard), plus Advanced Maintenance Dredging Clearance. Figure 7 shows a conceptual diagram for computing dredging depth.

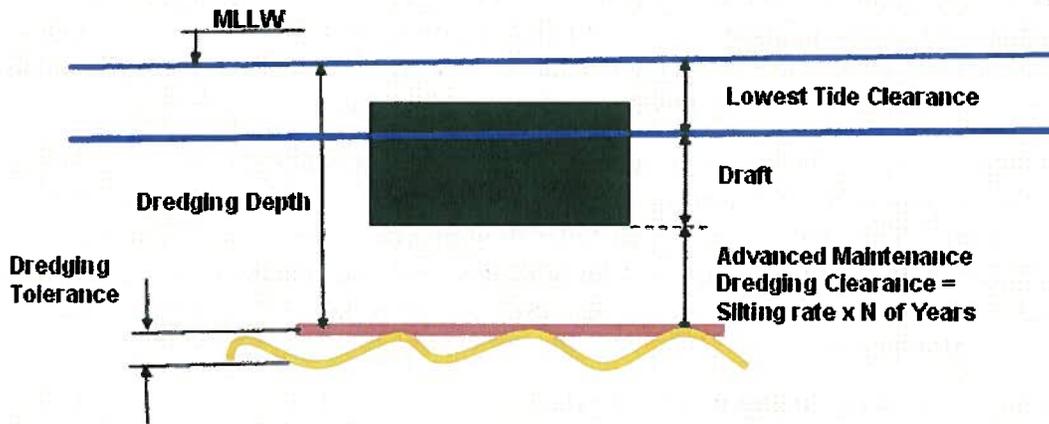


Figure 7. Conceptual diagram for computing dredging depth and dredging volumes

As discussed above, two advanced maintenance dredging clearance scenarios were used to develop dredging alternatives, a 10-year and 20-year dredging frequency. For each of these scenarios, two tide clearances were used, the lowest for a return period of 10 years and 20 years, respectively. Advanced maintenance dredging clearance was computed for each of the scenarios and sites by multiplying the recommended rates of sedimentation (Table 1) by a period of time between maintenance dredging (10 or 20 years). The developed dredging scenarios are summarized in Table 2.

Table 2. Dredging Design Scenarios

Scenario	Description	Tide Used for Grounding	Structure Draft (ft)	Estimated Sedimentation (ft)	Dredging Depth (ft)	Volume (CY)
1a	10-year AMD	-3.4	3.4	1.6	-8.4	2,300
1b	20-year AMD	-3.6	3.4	3.2	-10.2	4,500
1c	10-year AMD	-3.4	3.4	1.6	-8.4	5,000
1d	20-year AMD	-3.6	3.4	3.2	-10.2	7,000
2a	10-year AMD	-3.4	3.4	1.6	-8.4	4,900
2b	20-year AMD	-3.6	3.4	3.2	-10.2	9,000
3a	10-year AMD	-3.4	5.7	3.7	-12.8	7,900
3b	20-year AMD	-3.6	5.7	7.4	-16.7	19,300
3c	10-year AMD	-3.4	5.7	3.7	-11.5	8,200
3d	20-year AMD	-3.6	5.7	7.4	-14.0	20,800

The table lists 10 dredging scenarios and the parameters of these scenarios that were used in computing depth and volumes of dredging. The number in the description of the scenario corresponds to the dredging site (Site 1, or 2 or 3). The letter in the description of the scenario corresponds to a selected advanced maintenance dredging clearance and area of dredging. For example, Scenario 1a is Site 1, landward part, and 10 years advanced maintenance dredging clearance. Scenario 1b is all the same as Scenario 1a, except for 20 years advanced maintenance dredging clearance. Scenario 1c is Site 1, total area (landward and seaward parts) and 10 years advanced maintenance dredging clearance.

The scenarios from Table 2 were grouped into the 8 dredging alternatives. In addition, upon request from the City of Oak Harbor, a dredging alternative #9 was developed and included in the analysis. This (#9) alternative includes dredging the internal marina area to a depth of 12 ft MLLW with a 20-year frequency for advanced maintenance dredging. The alternatives are shown in Table 3 below. The table also provides information on dredging volumes for each of the alternatives.

Table 3. Dredging Alternatives

Alternative	Scenarios	Total CY
1	1a, 2a, 3a	15,100
2	1b, 2b, 3b	32,800
3	1b, 2b	13,500
4	1b, 2b, 3d	34,300
5	1c, 2a, 3d	17,800
6	1d, 2b, 3b	35,300
7	1d, 2b, 3d	36,800
8	1d, 2b	16,000
9	Internal marina area	72,000

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Dredging cost estimates were developed for each of the alternatives, assuming that dredging will be conducted by a clam shell dredge and the dredged material will be placed by bottom dump barges at an open water disposal site at Port Gardner. For Alternatives 1 through 8 two scenarios of cost estimates were computed:

Scenario 1 - Dredging will be conducted upon temporary removal of the trestle, fuel pier, and wave guard (where appropriate). The removal and replacement of these structures is not included in the cost estimates for Scenario 1.

Scenario 2 - Dredging will be conducted without removal of the piers, floats, and wave guard. No cost for removal and replacement of the structures is required. However, due to a reduction of the production rates, the dredging cost will increase.

A cost estimate for Alternative 9 was developed assuming that dredging will be conducted without removal of the piers and floats, but with a reduced production rate. Please note that Alternative 9 is considered as a stand-alone alternative. Depending on the dredging season, it may not be feasible to accomplish dredging of this (#9) alternative with a combination of some other alternatives during one dredging season. The results of cost estimates computation are shown below in Table 4 for Scenario 1 and in Table 5 for Scenario 2. The presented cost estimates include a 20 percent contingency.

Table 4. Dredging Alternatives Cost Estimates, Scenario 1 (removal of the structures)

	Scenarios	Total Dredging Volume (CY)	Total Cost, with 20% Contingency
Alternative 1	1a, 2a, 3a	15, 100	\$219,000
Alternative 2	1b, 2b, 3b	32,800	\$350,000
Alternative 3	1b, 2b	13,500	\$209,000
Alternative 4	1b, 2b, 3d	34,300	\$365,000
Alternative 5	1c, 2a, 3d	17,800	\$236,500
Alternative 6	1d, 2b, 3b	35,300	\$373,500
Alternative 7	1d, 2b, 3d	36,800	\$387,000
Alternative 8	1d, 2b	16,000	\$226,000

Table 5. Dredging Alternatives Cost Estimates, Scenario 2 (w/o removal of the structures)

	Scenarios	Total Dredging Volume (CY)	Total Cost, with 20% Contingency
Alternative 1	1a, 2a, 3a	15, 100	\$377,000
Alternative 2	1b, 2b, 3b	32,800	\$677,000
Alternative 3	1b, 2b	13,500	\$350,000
Alternative 4	1b, 2b, 3d	34,300	\$703,000
Alternative 5	1c, 2a, 3d	17,800	\$423,500

	Scenarios	Total Dredging Volume (CY)	Total Cost, with 20% Contingency
Alternative 6	1d, 2b, 3b	35,300	\$720,500
Alternative 7	1d, 2b, 3d	36,800	\$746,000
Alternative 8	1d, 2b	16,000	\$391,000
Alternative 9	Internal marina area	72,000	\$1,444,000

4. Recommendations

Scenario 1, Alternative 8 is recommended as the preferred dredging alternative because of the following:

- It satisfies the criterion of low cost.
- The alternative complies with the existing dredging permit.
- It satisfies imminent depth limitation.
- Alternative 8 provides the minimum maintenance dredging requirement of one time every 20 years.
- Dredging of the wave guard can be postponed for several years and completed in conjunction with remodeling of the marina.

JUL 29 2009

**CITY OF OAK HARBOR
Development Services Department**

July 28, 2009
File No. 24.2008.014

*Engineers
Planners
Surveyors*

Mr. Steve Powers
City of Oak Harbor
865 S.E. Barrington Drive
Oak Harbor, WA 98277-4092

Subject: Oak Harbor Marina Phased Dredging Recommendations

Dear Mr. Powers:

The City of Oak Harbor Marina (marina) was constructed in 1973 in an original seaplane base created by dredging a portion of the inner Oak Harbor Bay. The marina is accessed by a dredged channel and surrounded by shallow intertidal areas on each side. Siltation of the marina occurs from sediment being transported from all three sides of the marina, resulting in the potential need for periodic maintenance dredging. Dredging of the entire marina is included in the current permit documents for the marina renovation; however, dredging the entire marina includes a large quantity of material and results in a significant cost.

Because of the high cost of dredging the entire marina, the City requested Reid Middleton and our subconsultant, Coast and Harbor Engineering, perform a dredge predesign analysis. The following summarizes the results of the dredge predesign analysis, including calculated sedimentation rates based on past surveys, identification of areas of imminent depth limitations, and recommended dredging phasing options for the marina. A more detailed discussion of the analysis is provided in the Coast and Harbor technical memorandum.

Sedimentation Rates

Five bathymetric surveys, dated from 1951 to 2005, were used to compute the sedimentation rates within the marina. Not all surveys cover the entire basin, but there is sufficient data to estimate the sedimentation rates in various locations in the marina. The bathymetric data shows there are three distinct areas of sedimentation rates within the marina, as follows:

Area	Sedimentation Rate (Average)
Breakwater Location	4.4 to 6.7 inches per year
Sides and Nearshore Boundary	1.9 inches per year
Interior Area	< 1.5 inches per year

Reid Middleton, Inc.
728 134th Street SW
Suite 200
Everett, WA 98204

Ph: 425 741-3800
Fax: 425 741-3900

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ATTACHMENT 2

The analysis shows there is a significantly higher sedimentation deposition rate at the breakwater location than within the marina. This is likely due to suspended sediment brought in by waves and currents from the channel. The sediment is deposited as the waves and currents' energies are dissipated by the breakwater and infiltration of the previously dredged low area under the breakwater. The analysis also shows that the sedimentation rate is higher around the perimeters of the marina than in the internal portion of the marina as would be expected, since these areas are adjacent to the shallow intertidal flats of the bay.

Prioritization of Dredged Areas Based on Existing Depth Limitations and Sedimentation Rates

Three priority levels are recommended for the dredging at the marina based on review of the current bathymetric data from 2005, typical marina design depths, and discussions with marina staff.

Priority 1 – Nearshore Critical Areas

The first recommend tier of priority is the nearshore critical areas that experience frequent grounding of floats and vessels. These two areas include (1) the gangway landing and A Dock float area and (2) the Fuel Float area. Water depths in these locations vary from 4 to 6 feet below Mean Lower Low Water (MLLW). Extreme low tides in the area can extend to 4.5 feet below MLLW. All other areas in the marina, except the boat ramp, are generally in water depths of 7 feet or deeper below MLLW.

The current landing float has cracked walers and other indications that frequent grounding of the float has caused stress on the structural components of the system. Vessels on A Dock are frequently sitting on the bottom in low tide conditions. Fuel float service, which is a resource used by the majority of vessels in the marina, is often restricted during low tide conditions due to inaccessibility.

Priority 2 – Breakwater Area

The breakwater area is the second tier of priority. While this area has a water depth of 10 to 11 feet below MLLW, which is slightly deeper than the internal portion of the marina, this area also has a much higher rate of siltation. The existing breakwater also has a deeper draft than the interior marina float system. Maintaining adequate water depth under the structure to prevent the breakwater from grounding is critical in maintaining the structural integrity of this vital infrastructure. This area also includes the entrance channels around each side of the breakwater, since these are the access points for all vessels into the marina and are critical to marina operations.

Priority 3 – Side Boundaries and Internal Area

The side boundaries and internal area of the marina are the third tier area of priority for dredging. These areas currently have water depths ranging from 8 to 10 feet below MLLW. Marina design depths around Puget Sound vary from as shallow as -7 MLLW to a more typical design depth of -12 MLLW, to larger harbors at -15 MLLW or deeper. While ideally this area will be dredged to -12 MLLW per the permit design at some time in the future, this area is identified as a third tier priority due to the more urgent need to protect the structures in the top two tier priorities, lower infiltration rates in this area, and the interim ability to manage operations by assigning deeper draft vessels to deeper portions of the marina.

Recommendation

In general, we recommend that the City dredge to the permitted depth in each area that will be dredged, particularly at the nearshore and breakwater areas where sedimentation rates are higher. For example, in the nearshore area of the marina with an average infiltration rate of 1.9 inches, approximately 1 foot of sedimentation occurs every six years. These areas should, therefore, be dredged to the maximum permitted depth of -9 MLLW near A Dock and -12 MLLW near the Fuel Dock. If funding is limited, the City could dredge to a shallower depth; however, this would require more frequent maintenance dredging.

Recommendations for Phased Dredging

A full-scale dredging of the entire marina is included in the permits for the complete marina renovation (see attached permit drawing). This includes dredging in the location of the proposed new dock lateral. The design dredge depths identified in the permit documents vary from 9 feet below MLLW nearshore to depths of 14 feet below MLLW at the breakwater location. The proposed full-scale dredge option was estimated in the permit phase to include 206,000 cubic yards of dredged material. The permit phase estimated construction cost at \$14 per cubic yard for the entire dredge proposed in the permit totals approximately \$2.9 million.

If funding is not available for the full-scale permitted marina dredging project, then a phased three-tier approach is recommended for the dredging, with the first priority the nearshore landing, A Float, and Fuel Float areas, the second priority the breakwater and entrance areas, and the third priority the internal marina areas.

The actual construction costs will depend on the total quantity of material being dredged under any one contract, timing of the dredging, whether the dredging is done with the docks in place or when the docks are removed for replacement, and other

Mr. Steve Powers
City of Oak Harbor
July 28, 2009
File No. 24.2008.014
Page 4 of 4

factors. The following are preliminary estimated costs for the dredging. The estimates include a construction contingency of 20 percent and assume that the floats are left in place during the dredging.

Priority	Area	Estimated Construction Cost
Tier 1	Nearshore Areas	\$350,000 - \$400,000
Tier 2	Breakwater	\$427,000 - \$455,000
Tier 3	Side Internal & Marina	\$1.4M - \$2.1M

The estimated construction costs for the Tier 1 priority nearshore areas dredged to the full permit depth is estimated from \$350,000 to \$400,000. The estimated construction costs for the Tier 2 priority breakwater and entrance areas dredged to the full permit depth under a separate construction contract from the Tier 1 work is estimated from \$427,000 to \$455,000. Dredging of the third tier priority area, the internal marina, is estimated to cost from \$1.4 million for the existing dock area to \$2.1 million for the entire internal area, including the new dock lateral location.

Sincerely,

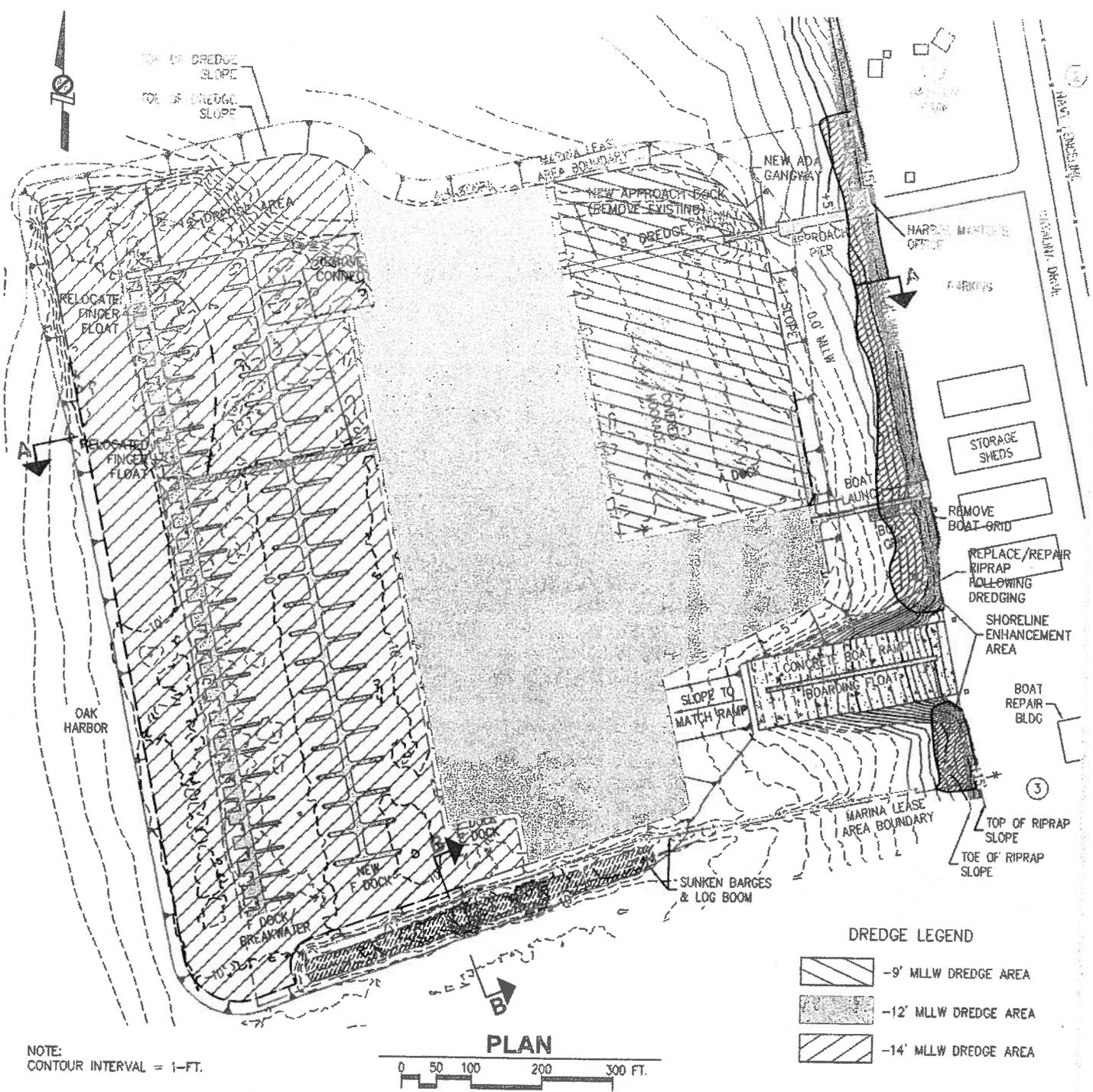
Reid Middleton, Inc.



Shannon M. Kinsella, P.E., LEED AP
Principal, Waterfront Group Director

Attachment: Permit Drawing

vlf24\08\014\correspondence\oak harbor dredge summary ltr.doc\smk



NOTE:
CONTOUR INTERVAL = 1-FT.

OAK HARBOR MARINA REDEVELOPMENT

PHASE 1 SITE PLAN

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Wa. 98277

184

PURPOSE: Provide safe and suitable navigation depths within marina. Provide new upgrade moorage/float systems to meet current and future needs.

DATUM: 0.0' M.L.L.W.

ADJACENT PROPERTY OWNERS:

- 1) City of Oak Harbor (North)
- 2) United States Navy (East)
- 3) Clouse Family Enterprises Lease (South)

PROPOSED:

Dredge up to 206,000 cy for open water disposal. Replace existing floats and gangway. Remove boat grid, log boom and sunken barges. Enhance shoreline. Work to be phased.

IN: Puget Sound

AT: Oak Harbor, Wa.

APPLICATION BY:

City of Oak Harbor



**CITY OF OAK HARBOR
CONSULTANT AGREEMENT
WITH REID MIDDLETON, INC.**

PROJECT TITLE: MARINA REDEVELOPMENT PROJECT PHASE 2: DREDGING

PROJECT COMPLETION DATE: JULY 31, 2010

MAXIMUM AMOUNT PAYABLE: \$145,322

185

ATTACHMENT 3

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**CONSULTANT CONTRACT
HEADING**

I. INSTRUCTIONS

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

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

II. CONSULTANT INFORMATION

Name: REID MIDDLETON, INC.

Address: 728 134th STREET SW, EVERETT, WA 98204

Telephone/Fax No.: (425) 741-3800 (425) 741-3900 (FAX)

Federal ID No.: 91-0714387

Do you require a 1099 for the IRS? NO

III. PROJECT INFORMATION

Project Title: MARINA REDEVELOPMENT PROJECT PHASE 2: DREDGING

Project Description: SEE EXHIBIT B - SCOPE OF SERVICES

Project Completion Date: JULY 31, 2010

Maximum Amount Payable: \$145,322

Progress Payments: MONTHLY

IV. ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT

NONE

AGREEMENT

V. INTRODUCTION

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

WITNESSETH THAT:

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

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

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

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

VI. GENERAL DESCRIPTION OF WORK

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

VII. SCOPE OF WORK

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

VIII. PAYMENT

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

IX. CERTIFICATION OF THE CONSULTANT AND THE CITY

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

X. COMPLETE AGREEMENT

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

XI. GENERAL REQUIREMENTS

The General Requirements for Consulting Contract, on file in the City Clerk's Office at Oak Harbor City Hall, a copy of which is attached hereto, shall apply to this AGREEMENT except as modified in this Section XI (General Requirements). The CONSULTANT has assured that the attached copy of the General Requirements conforms to the set filed in the City Clerk's Office.

NO MODIFICATIONS

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

XII. EXECUTION AND ACCEPTANCE

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

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

By _____
Consultant: REID MIDDLETON, INC.

By _____
Agency: MAYOR, CITY OF OAK HARBOR
Principal

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

Dated: _____

By PRINCIPAL, REID MIDDLETON, INC.

GENERAL REQUIREMENTS

1. MISCELLANEOUS PROVISIONS

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

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

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

2. TIME FOR BEGINNING AND COMPLETION

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

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by an act of God, governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the CITY is required to extend the established completion date.

3. SUBCONTRACTING

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

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

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

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

4. EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

5. NONDISCRIMINATION

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

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

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

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the applicable federal law relative to nondiscrimination, Title 49, Code of Federal Regulations, which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the Americans with Disabilities Act of 1992, as amended.
- B. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the CITY and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such state or federal law. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- C. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 - (2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- D. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.
- E. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

6. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

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

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

7. CHANGES OF WORK

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

8. DISPUTES

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

9. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

10. LEGAL RELATIONS AND INSURANCE

- A. The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of Washington.
- B. The CONSULTANT's relation to the CITY shall be at all times as an independent contractor and not as an employee.
- C. Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call

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

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

11. INDEMNIFICATION REQUIREMENTS

Indemnification/Hold Harmless. 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.

Notwithstanding the provisions of the preceding paragraph, it is understood and mutually agreed by the CONSULTANT and the CITY that neither party will attempt to enforce strict liability for any act, error or omission against either party and that the work covered under this AGREEMENT will be completed by the CONSULTANT with the standard of care of the ENGINEERING profession in the State of Washington.

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 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.

12. INSURANCE.

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the CONSULTANT's profession.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00) per accident.
2. Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
3. Professional Liability insurance shall be written with limits not less than One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) policy aggregate limit.

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

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

- E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- F. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement evidencing the insurance requirements of the CONSULTANT before commencement of the work.

13. EXTRA WORK

- A. The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly. If the change causes an increase in the maximum amount payable, it shall not become a part of this AGREEMENT unless and until a written amendment to the AGREEMENT is executed by both the CITY and the CONSULTANT.
- C. The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as "claim") under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

14. ENDORSEMENT OF PLANS

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

15. EQUAL OPPORTUNITY

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

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

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

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
- vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the CONSULTANT including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The CONSULTANT agrees to immediately list all employment openings which exist at the time of the execution of this AGREEMENT and those which occur during the performance of this AGREEMENT, including those not generated by this AGREEMENT and including those occurring at an establishment of the CONSULTANT other than the one wherein the AGREEMENT is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
3. Listing of employment openings with the local employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the CONSULTANT from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
4. Whenever the CONSULTANT becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state employment security agency in each state where it has establishments of the name and location of each hiring location in the state: Provided, That this requirement shall not apply to state and local governmental CONSULTANTS. As long as the CONSULTANT is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent AGREEMENTS. The CONSULTANT may advise the state agency when it is no longer bound by this AGREEMENT clause.
5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
6. As used in this clause:
 - i. All employment openings include all positions except executive and top management, those positions that will be filled from within the CONSULTANT's organization, and positions lasting three (3) days or less. This term includes full-time employment, temporary employment of more than (3) three days' duration, and part-time employment.

- ii. Executive and top management means any employee:
 - (a) whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and
 - (b) who customarily and regularly directs the work of two (2) or more other employees therein; and
 - (c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and
 - (d) who customarily and regularly exercises discretionary powers; and
 - (e) who does not devote more than twenty percent (20%), or, in the case of an employee of a retail or service establishment who does not devote as much as forty percent (40%), of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6.ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment, or who owns at least a twenty percent (20%) interest in the enterprise in which he or she is employed.
 - iii. Positions that will be filled from within the CONSULTANT's organization means employment openings for which no consideration will be given to persons outside the CONSULTANT's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
7. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
8. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

9. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, recently separated veterans, or other protected veterans. The CONSULTANT must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the CONSULTANT may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
10. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and other protected veterans.
11. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of Twenty-five Thousand Dollars (\$25,000.00) or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance may direct to enforce such provisions, including action for noncompliance.

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

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

- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the CONSULTANT including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
2. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 3. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 4. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONSULTANT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 5. The CONSULTNAT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative

action to employ and advance in employment individuals with physical or mental disabilities.

6. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order in excess of Ten Thousand Dollars (\$10,000.00), unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**EXHIBIT A-1
CERTIFICATION OF CONSULTANT**

Project No. _____

I hereby certify that I am SHANNON KINSELLA a duly authorized representative of the firm of REID MIDDLETON, INC. whose address is 728 134th ST, EVERETT, WA 98204 and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract.
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any).

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

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

Date

Signature

CERTIFICATION OF CITY OFFICIAL

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

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

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

1. The CONSULTANT, through the prospective primary participant, certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or city;
 - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

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

Consultant (Firm): REID MIDDLETON, INC.

Date

President or Authorized Official or
Consultant Signature

EXHIBIT B
SCOPE OF SERVICES
City of Oak Harbor Oak Harbor Marina Redevelopment Phase 2
Dredge -Final Design, Bid Assistance, and Construction Administration Services
And Dredge Mitigation

A. PROJECT UNDERSTANDING

The City of Oak Harbor (City) owns and operates Oak Harbor Marina in Oak Harbor, Washington. Major renovation and expansion components for the facility are identified in the Master Plan prepared for the marina. Reid Middleton has provided engineering services for predesign of the dredging, replacement of the landing float and gangway, and electrical and water system upgrades.

The following is a scope and fee estimate to prepare final bid documents for dredging of the entire marina, design of mitigation measures identified in the current permit documents for the dredging, and bid assistance and construction administration services for the dredging and mitigation project. The predesign for the dredging of the marina is summarized in Coast and Harbor Engineering (CHE) Dredge Memorandum dated May 12, 2009. This memo identifies three key areas for potential dredging including the landing float area, fuel float area, and the breakwater area. The full dredging project may include the entire marina in addition to these key areas.

The following scope of services is based on the City identifying which proposed dredge areas shall be included in the base bid and which dredge area(s) if any will be included as alternate or additive bid items in the early stage of the final dredge design process. CHE is the prime subconsultant responsible for the dredging design portions of the work. This scope of services includes bidding and construction phase services for the dredging project.

This scope of services also includes mitigation design and construction documentation including construction services and a five year monitoring of the mitigation measures required by the permitting documents for the dredging of the marina. Mitigation measures include rework of the nearshore slope including plantings and placement of fish rock, upland shoreline plantings, removal of the sunken barges, and other measures. Hart Crowser (Pentec) will serve as the primary subconsultant for design of the biological mitigation elements. The level of mitigation implemented will be dependent on the level of dredging conducted.

Additional or alternative mitigation requirements from those identified in the permit documents if requested through discussions with the City or other agencies may require additional scope and budget.

B. SCOPE OF SERVICES

I. Project Management and Coordination -Reid Middleton

Reid Middleton will provide overall project management and coordination including general communication with the City, project invoicing, and schedule and budget coordination. This scope of services includes up to four meetings at the City by Reid Middleton staff for review of dredge documents and issues and for mitigation discussions during the design process.

Reid Middleton will prepare the front end documents for the bid package for the dredging and mitigation elements. The front end documents for the landing float replacement project will serve as the basis for the front end specifications documents but will be edited for the dredging and mitigation work.

Reid Middleton will also prepare a portion of the contract documents related to the cover sheet, portions of the mitigation such as removal of the barges, revision of the nearshore slope, and other site design drawings and specifications in coordination with CHE and Hart Crowser (Pentec).

Deliverables: Specification and Contract Documents

2. CHE Dredging Sixty Percent and Final Engineering Analysis and Design

CHE will perform an engineering analysis that will include developing final dimensions of the dredging areas and dredging cuts, computing dredging volumes, and cost estimates. This engineering design will include developing the plans and technical specifications, and contract documents required for bidding and construction of the project. This work will also involve coordinating and confirming the preferred construction strategy with the City.

This work will also include assisting the City in identifying the scale and areas of dredge to be included in the base bid and any additional areas or depths of dredging to be included in alternative or additive bid items. The City will provide a final decision on which areas or depths should be included in a base bid and which should be included in additive or

alternative bids no later than with the 60 percent design set review comments. Any changes to the bid items following the 60 percent review comments may result in additional requested fees for revisions to the documents.

Deliverables: At approximately the 60 percent level of design a set of construction plans, technical specifications, and an Opinion of Probable Construction Costs will be provided for review to the City. Plans will be on 22" x 34" drawings. One full size sets and three half size II" x 17" sets will be provided for review. The City shall review the submittal and provide comments for incorporation into the final construction documents.

At the 100 percent stage of design, final constructions plans and technical specifications, and final construction cost estimates will be provided to the City. A full size sealed construction drawing set on 22" x 34" sheets along with a camera-ready set of specifications will be provided. An Opinion of Probable Construction Costs will also be provided.

The City shall be responsible for submitting the set to an online bid service or copying and distribution of bid packages.

3. CHE Bidding Assistance, Meeting, and Construction Assistance Services

CHE will assist the City during the bidding process by responding to prospective bidder questions and producing technical addenda as necessary. CHE will also attend a pre-bid meeting.

CHE will provide construction administration assistance including review of technical submittals, site observations of the dredging and disposal operations, and answering RFIs.

4. Reid Middleton Bidding Assistance and Construction Administration Services

Reid Middleton will assist the City during the bidding process by responding to prospective bidder questions and producing technical addenda as necessary. Reid Middleton will also attend a pre-bid meeting, and assist the City in evaluating submittals, preparing award recommendations, and preparing a notice to proceed.

Reid Middleton will provide construction administration services in conjunction with CHE. This will include leading the construction administration processes including conducting the preconstruction

meeting, receiving and responding to RFIs and technical submittals in coordination with CHE and Hart Crowser (Pentec), site visits in coordination with CHE and Hart Crowser (Pentec), and project closeout tasks.

5. Hart Crowser (Pentec) Mitigation Design

Hart Crowser (Pentec) will perform the mitigation design including discussions with the City and regulatory agencies to determine the required level of mitigation based on the selected areas to be dredged. The existing permit documents identify the level of mitigation required for dredging of the entire marina. In the event the City decides to dredge a portion of the marina, it Pentec will assist in determining the appropriate elements and level of mitigation to perform to correspond to the level of dredging being conducted.

Hart Crowser (Pentec) will develop technical data including slope and nearshore planting and upland landscaping details to include in the construction document set for the mitigation measures. A landscape architect may be utilized to provide various landscaping details in conjunction with Hart Crowser (Pentec).

The existing permit documents require a five year monitoring plan for the mitigation along the slope to monitor the effects on the biota and species in the areas. Hart Crowser (Pentec) will provide the required monitoring per the permit documents over the five year period.

C. COMPENSATION

A total budget of \$145,322 per the attached fee estimate spreadsheet is requested for this work. The contract will be awarded in phases. Phase A, consisting of design, project management and bidding assistance will be in a not to exceed amount of \$95,272. Phase B, consisting of construction assistance services and mitigation monitoring will be in a not to exceed amount of \$50,050 if the full marina dredging is undertaken. The City will not consider awarding Phase B unless the dredging contract is awarded.

D. SCHEDULE

The estimated schedule to complete the design phase of this work is approximately four months from the approval of the Contract to complete final bid ready construction documents and an additional month and a half to perform the bid phase services for the project upon approval by the City of the final construction contract documents. The construction phase will be dependent on the scale of dredging and timing to coordinate with the fish window. The monitoring program will take approximately five years. Phase A completion date is July 31, 2010. The completion date for Phase B (if needed) will be determined at the time of award.

E. MANAGEMENT DESIGNATIONS

Steve Powers will be the primary City of Oak Harbor project manager for this project.

Shannon Kinsella will be the Reid Middleton project manager primarily responsible for this job.

EXHIBIT C
PAYMENT (NEGOTIATED HOURLY RATE PLUS COSTS)

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

1. Hourly Rates

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

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

2. Direct Non-salary Costs

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

3. **Management Reserve Fund**

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

4. **Maximum Amount Payable**

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

5. **Monthly Progress Payments**

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

6. **Inspection of Cost Records**

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

7. **Final Payment**

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

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

728 134th Street SW
 Everett, WA 98204
 (425) 741-3800
 (425) 741-3900 FAX

Estimate of Professional Services

PROJECT: Oak Harbor Marina Amendment 3 dredge
 CLIENT: City of Oak Harbor
 PROJ. NO: 24-07-913
 FILE: H:\DOCC\24\W081014 Oak Harbor Marina\Contract\amendment 3 dredge\Fee Estimate Dredge Services 100609.xls\Std Rates

BY: smk
 DATE: 10/5/2009
 CHKD BY:

Task No.	Description	Hourly Rate:	Principal	Project Eng	Engineer	Sr Tech Writer	Sr Designer	PA	Total Labor Hours	Total Labor Earnings	Computer hrs \$12	Mileage	Travel & Misc cost	Subs cost	Total Reimb	Labor & Reimb
001	RM - PM & Design															
00101	Project Admin		8			4		4	16	2,280	0				0	2,280
00102	Coordination		12	12		2		2	28	4,100	0				0	4,100
00103	Meetings (2)		12	12					24	5,720	0	100	210		310	4,030
00104	Front End Specifications		2	8		8			18	2,180	0				0	2,180
00105	Mitigation - slope design		12	12	24		24		72	8,280	24	288			288	8,568
	Subtotal Task 001		46	44	24	14	24	6	158	20,560	24	288	210	0	598	21,158
002	CHE Final Design															
00201	CHE Final Design								0	0	0			19,500	19,500	19,500
	Subtotal Task 002		0	0	0	0	0	0	0	0	0	0	0	19,500	19,500	19,500
003	CHE Bidding, Meeting, CA															
00301	CHE Bid, Meeting, Coord								0	0	0			7,500	7,500	7,500
00302	CHE CA								0	0	0			21,000	21,000	21,000
	Subtotal Task 003		0	0	0	0	0	0	0	0	0	0	0	28,500	28,500	28,500
004	RM Bid and CA															
00401	Bid assist, Prebid, Coord		12	8	8	4	12	2	46	5,770	12	144	100		344	6,114
00402	Construction Services		24	24	36	2		4	90	11,050					0	11,050
	Subtotal Task 004		36	32	44	6	12	6	136	16,820	12	144	100	0	344	17,164

Estimate of Professional Services

728 134th Street SW
 Everett, WA 98204
 (425) 741-3800
 (425) 741-3800 FAX

PROJECT: Oak Harbor Marina Amendment 3 dredge
 CLIENT: City of Oak Harbor
 PROJ. NO: 24-07-913
 FILE: H:\DOCI24W\1081014 Oak Harbor Marina\Contract\amendment 3 dredge\Fee Estimate Dredge Services 100609.xls\Std Rates

BY: smk
 DATE: 10/5/2009
 CHKD BY:

Task No.	Description	Principal		Project Eng		Engineer		Sr Tech Writer		Sr Designer		PA	Total Labor hours	Total Labor Earnings	Computer hrs \$12	Mileage \$	Travel & Misc cost \$	Subs cost	Total Lab Reimb 0%	Labor & Reimb	
		sk		JS	BM	vf	cb														
	Hourly Rate:	\$190.00		\$120.00	\$85.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$85.00										
005	Pentec - Mitigation Design												0	0	0	0	0	5,700	5,700	5,700	
00501	Mitigation coord and finalize scope												0	0	0	0	0	35,300	35,300	35,300	
00502	Design Mitigation/Landscape												0	0	0	0	0	41,000	41,000	41,000	
	Subtotal Task 005	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	18,000	18,000	18,000	
006	Pentec - Monitoring - 5 year												0	0	0	0	0	18,000	18,000	18,000	
00601	During Construction/Five year												0	0	0	0	0	18,000	18,000	18,000	
	Subtotal Task 006	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	107,000	107,000	107,000	
	TOTAL HOURS	82		76	68	20	36	12					294	37,380.00	36	432	200	310		145,322	
	SubTotal Cost	15,580.00		9,120.00	5,780.00	2,100.00	3,780.00	1,020.00						37,380.00							145,322
	Percent of Total Hours	28%		26%	23%	7%	12%	4%													

Assumptions

Hours and rates shown are for estimating purposes only. The actual number of hours charged to the project and personnel used may vary. Hours worked will be billed using the rates, personnel categories, and terms identified in Exhibit A.

APPROX. TOTAL 145,322
 POTENTIAL RANGE \$120K - \$160K

**Exhibit D-2
CONSULTANT FEE DETERMINATION - SUMMARY SHEET
(Specific Rates of Pay)**

Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @ 184.35%	Profit @ 30%	Rate Per Hour
Principal	\$61.50	113.38	\$18.45	193.33
Senior Engineer	\$48.69	89.76	\$14.61	153.06
Project Engineer	\$37.09	68.38	\$11.13	116.59
Design Engineer	\$30.07	55.43	\$9.02	94.53
Engineer	\$26.50	48.85	\$7.95	83.30
Project Surveyor	\$33.30	61.39	\$9.99	104.68
Surveyor	\$33.30	61.39	\$9.99	104.68
Senior Designer	\$32.55	60.01	\$9.77	102.32
Project Administrator	\$27.00	49.77	\$8.10	84.87
Senior Tech Writer	\$32.20	59.36	\$9.66	101.22
Senior Technician	\$23.75	43.78	\$7.13	74.66
Technician	\$22.70	41.85	\$6.81	71.36
Drafter	\$18.55	34.20	\$5.57	58.31

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

Specific Rates of Pay Contracts

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

Exhibit G-1
SUBCONSULTANT FEE DETERMINATION - SUMMARY SHEET
Coast & Harbor Engineering, Inc.

Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @ 170.17%	Profit @ 28%	Rate Per Hour
Senior Principal Engineer	\$57.81	98.38	\$16.19	\$172.38
Senior Coastal Engineer	\$55.79	94.94	\$15.62	\$166.35
Principal Engineer	\$49.59	84.39	\$13.89	\$147.86
Senior Project Manager	\$37.98	64.63	\$10.63	\$113.24
Engineer VI	\$40.86	69.53	\$11.44	\$121.83
Engineer V	\$38.94	66.26	\$10.90	\$116.11
Engineer IV	\$34.62	58.91	\$9.69	\$103.23
Engineer III	\$33.17	56.45	\$9.29	\$98.90
Engineer II	\$30.29	51.54	\$8.48	\$90.32
Engineer I	\$28.85	49.09	\$8.08	\$86.02
Designer	\$29.32	49.89	\$8.21	\$87.42
CAD Technician	\$26.95	45.86	\$7.55	\$80.36
Administration	\$22.50	38.29	\$6.30	\$67.09
Overhead		170.17%		
Profit			28%	



HARTCROWSER

HART CROWSER RATE SCHEDULE

Sr. Principal	\$210
Principal	\$195
Sr. Associate	\$175
Associate	\$155
Sr. Project	\$137
Project	\$119
Sr. Staff	\$99
Staff	\$82
Drafter	\$85
Senior Drafter	\$108
Project Assistant	\$70

DIRECT CHARGES

Auto Mileage	Current Federal Standard
Truck/Van Rental (Half-day minimum)	\$85/day + 25¢/mile over 50
Subcontractors and Outside Vendors	Cost + 15%
Communication Charge	5% of Billed Labor
Second and Third Shift Weekend and Holidays*	\$20/hr premium

The current Schedule of Laboratory and Field Charges for in-house laboratory services and field equipment rental and supplies is available upon request. All rates are subject to change without notice.

*Second and Third Shifts are those starting between 4 PM and 4 AM. Extended and back to back shifts with more than 10 total hours will have hours in excess of 10 billed with premium.

Preparation for testimony and appearance at depositions and testimony will be charged at 1.5 times the specified rate.

HCCY08

EXHIBIT G-2
BREAKDOWN OF SUBCONSULTANT'S OVERHEAD COST

(Sample only -- Actual line item and cost categories and percentages for your firm should be submitted.)

Fringe Benefits

FICA
Unemployment.....
Medical Aid and Industrial Insurance.....
Company Insurance and Medical.....
Vacation, Holiday, and Sick Leave.....
Commission, Bonuses/Pension Plan.....

Total Fringe Benefits

General Overhead

State B&O Taxes
Insurance.....
Administration and Time Not Assignable
Printing, Stationary, and Supplies.....
Professional Services
Travel Not Assignable
Telephone and Telegraph Not Assignable.....
Fees, Dues, Professional Meetings
Utilities and Maintenance
Professional Development
Rent.....
Equipment Support
Office Miscellaneous, Postage.....

Total Generated Overhead.....

TOTAL.....

NOT USED

222

City of Oak Harbor
City Council Agenda Bill

Bill No. 13
Date: December 15, 2009
Subject: Public Works Department Admin
Remodel Contract Award

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

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

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

PURPOSE:

This agenda bill recommends awarding a construction contract for the Public Works Department Admin Remodel to Volonta Corporation in the amount of \$36,979.58.

AUTHORITY

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

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

SUMMARY STATEMENT

A reorganization authorized in the fall of 2008 resulted in the City's Engineering Division moving from the Development Services Department to the Public Works Department effective January 1, 2009. The Division physically moved into temporary spaces at Public Works in

January of 2009 with plans for remodeling the Public Works Administration area to provide working spaces for the relocated Division. This contract will provide those working spaces

DISCUSSION:

The project was advertised for bidding in the Daily Journal of Commerce and Whidbey New Times.

Amount of the Contract: Staff received and opened four sealed bids on December 2, 2009. The following bids were received (amounts include Washington State Sales Tax in the amount of 8.4%):

Contractor	Location	Bid Total
Volonta Corporation	Bellingham, WA	\$36,979.58
Wildwood Custom Homes Inc	Anacortes, WA	\$46,027.94
Roosendaal-Honcoop Construction Inc.	Bellingham, WA	\$51,984.30
Nicolo Bruno Construction	Oak Harbor, WA	\$53,445.54

<i>Engineer's Estimate</i>	<i>Oak Harbor, WA</i>	<i>\$43,208.25</i>
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Staff reviewed the bid prices and is knowledgeable of the qualifications and experience of the low bidder. It is recommended that a contract in the amount of \$36,979.58 be awarded to Volonta Corporation, who is the lowest responsible bidder.

Construction Contingency: Most construction projects involve change orders and modifications to the contract plans. Delays in processing change order requests can result in costly delay claims against the City. To minimize the possibility of delays and the resulting claims, staff requests that the City Engineer be authorized to administratively approve up to \$4,000.00, approximately 10% of the contract amount, for change orders.

Funding: The funding for the project is available in the Public Works 2009 budget.

Justification: The project is necessary to provide adequate working spaces for the relocated engineering division.

STANDING COMMITTEE REPORT

This project was presented to the Public Works and Utilities Committee at the October 1, 2009 meeting.

RECOMMENDED ACTION:

Authorize the Mayor to sign a contract with Volonta Corporation in the amount of \$36,979.58.
Authorize the City Engineer to administratively approve changes to the construction contract totaling not more than \$4,000.00.

ATTACHMENTS:

Bid Tabulation
Contract Form

MAYOR'S COMMENTS:

AGREEMENT

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

_____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

The contractor shall perform the work necessary to remodel existing conference / training area to a work area for the Engineering Department in Building #C at the Oak Harbor Public Works Facility in accordance with the Proposal submitted by the Contractor in response to the Notice to Contractors, Public Works Department Admin Remodel Contract No. ENG-09-06.. The work will include demolition and construction of walls, relocation of electrical and HVAC items, installation of new electric circuits, painting and other miscellaneous work. In addition, removal of existing carpeting and installation of owner furnished carpeting and base is required all as set out in the Notice to Contractors and any change orders issued by the City Engineer.

ARTICLE 2. CONTRACT TIME.

The Contractor shall physically complete the Work within 20 working days (the Physical Completion Date) of the date specified in the Notice to Proceed.

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence in this Agreement and that the Owner will suffer financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance with the Contract Documents. They also recognize the inconvenience, expense, and difficulties involved a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the Contract Time. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner \$200.00 (US) for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

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

AGREEMENT – Continued

ARTICLE 5. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between the owner and the Contractor concerning the Work, consists of the following in order of precedence. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g. 1 taking precedence over 2, 3, 4, 5, 6, 7, 8,9, 10, 11, and 12; 2 taking precedence over 3, 4, 5, 6, 7, 8, 9, 10, and 12; and so forth):

1. This Agreement;
2. The Call for Bids;
3. The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, and all required certificates and affidavits;
4. The Plans (or drawings) attached
5. The Special Provisions (pages SP-1 through SP-25)
6. Addenda numbers 1
7. _____, inclusive; (attached as Exhibits to this Agreement)
8. WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2008 edition;
9. Amendments to the WSDOT Standard Specifications for Road Bridge and Municipal Construction, 2008 edition;
10. Change Orders and written Change directives issued after the effective date of this Agreement;
11. City of Oak Harbor Standard Details;
12. WSDOT Standard Plans;
13. Appendices

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

AGREEMENT – Continued

ARTICLE 6. MISCELLANEOUS.

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

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

ARTICLE 7. INDEMNIFICATION

Contractor agrees to defend, indemnify and hold the City of Oak Harbor (hereinafter called Owner), its agents, and their sub-consultants harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by Contractor or contractor's agents or employees to the fullest extent permitted by law and subject to the limitations provide below.

Contractor's duty to indemnify Owner, it agents and its Engineer, and their sub-consultants shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or Owner's agents or employees.

Contractor's duty to indemnify Owner, its agents and its Engineer, and their sub-consultants for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner's agents or employees, and (b) Contractor or contractor's agents or employees, shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

Contractor specifically and expressly waives any immunity that may be granted it under Washington State Industrial Insurance Act, Title 51 RCW. This waiver has been specifically negotiated by the parties which is acknowledged by the undersigned in signing this agreement. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Owner and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

Contractor's duty to defend, indemnify and hold Owner, its agents and its Engineer, and their sub-consultants harmless shall include, as to all claims, demands, losses and liability to which it applies, Owner's personnel-related costs, reasonable attorney's fees, court costs and all other

claim-related expenses.

ARTICLE 8. NON-DISCRIMINATION

Contractor shall not engage in unfair practices as defined in RCW 49.60.180.

Dated: _____

Dated: _____

Owner: CITY OF OAK HARBOR

Contractor: _____

By: _____

By: _____

Title: _____

Title: _____



ADDENDUM NO. 1
Public Works Department Admin Remodel
Contract No. ENG-09-06

To: All holders of Project Manual and Drawings of Record

This Addendum forms a part of the contract documents and modifies the original specifications and drawings as of November 18, 2009

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

This addendum consists of:

Revised Pages A-1 through A-4

Substitute the attached Pages A-1 Addendum 1 through A-4 Addendum 1 for Pages A-1 through A-4 contained in the original solicitation.

Public Works Department Admin Remodel, Contract ENG-09-06
 Bid Tabulation

	Engineer's Estimate		Volonta Corp		Wildwood Custom Homes Inc		Roosendaal-Honcoop Corp. Inc.		Nicolo Bruno Construction	
	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1 MC	Minor Changes (SS 1-04.4)	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2 LS	Mobilization, Cleanup, Removals, Disposal and Demobilization (SS 1-09.7 & SS 8-30.3)	1	3000	\$11,559.00	\$3,645.00	\$7,885.00	\$7,885.00	\$7,885.00	\$5,130.00	\$5,130.00
3 LS	Remodel Complete (SS 8-30.3)	1	25000	\$13,555.00	\$22,316.20	\$18,877.00	\$18,877.00	\$18,877.00	\$24,402.00	\$24,402.00
4 LS	Carpet Installation	1	3500	\$2,000.00	\$4,700.00	\$7,745.00	\$7,745.00	\$7,745.00	\$8,621.00	\$8,621.00
5 LS	Painting	1	3250	\$2,000.00	\$6,800.00	\$8,449.00	\$8,449.00	\$8,449.00	\$6,151.00	\$6,151.00
				\$34,114.00	\$42,461.20	\$47,956.00	\$47,956.00	\$47,956.00	\$49,304.00	\$49,304.00
			8.40%	\$2,865.58	\$3,566.74	\$4,028.30	\$4,028.30	\$4,028.30	\$4,141.54	\$4,141.54
				\$36,979.58	\$46,027.94	\$51,984.30	\$51,984.30	\$51,984.30	\$53,445.54	\$53,445.54

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

Bill No. 14
Date: **December 15, 2009**
Subject: **IDIPIC Agreement**

**FROM: Paul Schmidt
City Administrator**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

To consider entering into a one year contract with the non-profit Impaired Driving Impact Panel of Island County (IDIPIC) to provide educational presentations on the consequences of alcohol-related offenses.

AUTHORITY

RCW 35A.11.020 – authorizes the legislative body of every code city to render local social, educational and governmental services.

SUMMARY STATEMENT

The City of Oak Harbor has been approached by a representative of Impaired Driving Impact Panel of Island County (IDIPIC) asking for fund support to continue providing impact panel presentations here in Oak Harbor. IDIPIC began presenting impact panels in 2000 (see Exhibit "B"). The purpose is to reduce DUI behavior by providing accessible education and awareness presentations to offenders and general members of the community.

Island County has agreed to help fund IDIPIC for 2009 by sponsoring 18 panel impact presentations for a cost of \$3,600. The City of Oak Harbor is being asked to help sponsor 12 panel impact presentations for a total annual cost of \$2,400 for 2010 (see Exhibit "C").

Funding for this activity was **not** included in the City's 2009/2010 Biennial Budget. However, the City does receive direct funding from the State of Washington for DUI prevention (see Exhibit "D") in the budgeted amount of \$3,000. These funds are currently included as general fund revenue and do help fund police activities that also qualify as eligible criminal justice activities. It appears the City conservatively budgets \$3,000 from the State but is fluctuates from year to year based on alcohol sales. As such the City received \$5,149 in 2007 and \$4,101 in 2008 (see Exhibit "E"). Subsequently it could be argued there might be a direct fund source with remaining funds that could be allocated to IDIPIC for the single year of 2010.

A professional service agreement has been prepared with the appropriate scope of work for a single year contract. The intent is if the City wishes to continue with future funding support then it could be considered in the 2011/2012 Biennial Budget.

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City of Oak Harbor City Council Agenda Bill

STANDING COMMITTEE REPORT

This issue was presented to the Public Safety Standing Committee on May 21, 2009 (see Exhibit "F").

RECOMMENDED ACTION

Consideration of Adopting Resolution 09-29.

ATTACHMENTS

Exhibit A – Resolution 09-29

Exhibit B – IDPIC Brochure

Exhibit C – IDPIC Request to the City of Oak Harbor

Exhibit D – ESHB 1244 Section 803

Exhibit E – DUI/Other Criminal Justice Assistance Revenue

Exhibit F – Public Safety Standing Committee Notes of May 21, 2009

Exhibit G – Services Agreement

RESOLUTION NO. 09-29

A RESOLUTION OF THE CITY OF OAK HARBOR DECLARING THE NEED FOR EDUCATIONAL SERVICES ON THE EMOTIONAL, PHYSICAL AND FINANCIAL SUFFERING OF VICTIMS OF ALCOHOL-RELATED OFFENSES

WHEREAS, the City of Oak Harbor ("City") is aware that the impacts of alcohol-related offenses upon victims of those offenses are severe and that knowledge of those impacts can alter behavior; and

WHEREAS, Impaired Driving Impact Panel of Island County ("IDIPIIC" hereafter) provides educational impact panels to try to raise the awareness of drivers and others using alcohol outside legal limitations of the consequences of their actions ; and

WHEREAS, IDIPIIC has provided impact panels on Whidbey Island since November 2000; and

WHEREAS, IDIPIIC has been cited as contributing to a 41% decrease in driving while under the influence (DUI) offenses among Navy personnel in 2008; and

WHEREAS, the City Council finds that DUI impact panels provide a necessary educational and social benefit to the residents of the City by raising awareness of the consequences of alcohol offenses, thereby reducing the number of such offenses; and

WHEREAS, RCW 35A.11.020 authorizes the legislative body of every code city to render local social, educational and governmental services; and

WHEREAS, IDIPIIC has the necessary experience and expertise to provide DUI impact panels at minimal cost to City residents

Now therefore,

THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

1. Declaration of Need. The City Council declares that there is a need for DUI impact panels for City residents to raise awareness of the consequences of alcohol offenses, thereby reducing the number of such offenses.
2. Authorization to Enter Contract for Services. The City Council authorizes the Mayor to enter into an agreement with IDIPIIC to provide DUI impact panel services to City residents for the period January 1, 2010 through December 31, 2010 in the sum of \$2,400 in the form Attached as Exhibit A to this Resolution.
3. Effective Date. This Resolution shall be in full force from and after its adoption and approval.

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

CITY OF OAK HARBOR

Jim Slowik, Mayor

ATTEST:

Connie Wheeler, City Clerk

APPROVED AS TO FORM:

Margery Hite, City Attorney

L:\GLA\WORK\RES-ORD2009\ IDIPIC Resolution

Comments by IDIPIC attendees:

"Alcohol caused my lack of good judgment about driving under the influence. The speakers tonight brought to light the impact that can be felt by others by my or others' actions. I thank them for sharing their stories so that I will think about my actions in the future. Thank you."

"Good program! And definite eye opener. Glad that it's mandatory for high school driving instruction."

"I think the Impaired Driving Impact Panel has great potential to steer offenders away from DUIs. Me, being a first offender, I find it real moving, and never wish to go through it again."

"Your impact course is very much an eye opener, I can see that it will have a big impact on all future enrollees. Thanks."

"As a victim of losing my mother to a drunk driver I then became one. I had almost 10 years sobriety and relapsed. I am an RN at the hospital and remain impacted by impaired drivers. This session was a very powerful message. Thank you and keep the voice going!"

"It was very disturbing to see and hear of the effects of drinking and driving. It is good to see this because I will not forget it. Keep up the good work and keep us informed. Thanks."

"It really makes you think. If the videos didn't do it, the guest speakers did. I could hear the reactions of those in attendance."



Statistics are people with the tears wiped away. Don't become a statistic. Don't drive under the influence.

Oak Harbor fatality / Hwy 20 near Miller Road

"The night of the crash I was riding along in a sheriff's car as I did often. I remember hearing the call quietly in the background under his scanner and radio. I remember the feeling of panic when I heard the description of the car. And the growing dread as I tried to call to make sure my friend was all right..." **Panel attendee**

Co-Founders of West Coast DUI Impact Panels:

Judge David Admire of King County East Division Court:

"One of my greatest frustrations as a judge is the difficulty in communicating to the DUI offender the enormous potential for tragedy. Although the Victims Panel has not changed the behavior of all offenders, it has had a significant impact on some, and affected most participants to varying degrees. This program is designed to provide offenders with a very personal perspective on the agony inflicted upon innocent victims..."

Shirley Anderson of Bothell whose son Mark, a military man, was killed by an impaired driver:

"I know we are having a strong impact...I believe our work will stop other mothers from losing their children. That alone makes it worthwhile."

Washington (§ 46.61.5152): A person convicted of a DUI offense may be required to attend an educational program that focuses on the emotional, physical and financial suffering of DUI victims.

IDIPIC

P. O Box 358
Oak Harbor, WA 98277

Executive Director: JoAnn Hellmann

Member of:

Community Connections (Juvenile Services)
Community Network and Education Forum
Central Whidbey Youth Coalition
South Whidbey Seeds of Change
S.A.R.P. / NAS Whidbey Island
Washington State Coalition of Victim Impact Panels

IDIPIC

Impaired Driving Impact Panel of Island County



**A Heart-To-Heart
Community Service Organization**

**"Not AGAINST alcohol,
FOR saving lives"**

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6
0

6 7 5 - 8 3 9 7

www.idipic.org / idipic@idipic.org

ORGANIZATION MISSION:

**to deter
driving under the influence
and underage drinking
in our communities
through education and awareness**

**Washington Traffic Safety Commission
SuperStar Recipient for Community Activism**

“Statistics are people with the tears wiped away.”

WHO attends IDPIC panels?

Anyone 12 and older! While the panel was originally designed for those arrested for Driving Under the Influence (DUI)/related offenses, and Minor in Possession (MIP), it has potentially-lifesaving info for all. Other attendees include Whidbey driver's ed. students and their parents (course requirement), professionals who work with DUI crash victims and/or offenders, prospective speakers and the general public.

WHAT is IDPIC?

IDPIC (*ID uh pick*) is the Impaired Driving Impact Panel of Island County, a 501c3 non-profit that was established in 2000 thanks to the dedication of many concerned individuals. It is comprised of volunteers that include a Board of Directors, panel speakers, helpers, Partners in Prevention and a paid part-time staff member.

WHERE are IDPIC panels held?

- Oak Harbor:** Hayes Hall 137 next to the Oak Harbor Library. 1000 SE Regatta Drive
- Freeland:** Grigware Hall, Trinity Lutheran Church, Highway 525
- NAS Whidbey Island:** Skywarrior Theater

WHEN are IDPIC panels held?

Visit www.idpic.org or call (360) 675-8397 or (360) 672-2378 for panel dates and times.

WHY are IDPIC panels needed?

People die on our roads due to DUI every year. Traditional criminal sentencing measures – fines, jail time, etc – have failed to curb DUI rates. Impact panels are a way to break down the anger and denial of offenders by enabling them to see how others are impacted by DUI. And we have youth experimenting with alcohol, some elementary age. These are our future drivers. Influence attitude, you can influence behavior regarding DUI/underage drinking and save lives.

HOW IDPIC helps!

CLASS/SCHOOLS: Free interactive educational awareness programs* on underage drinking and DUI prevention to youth island-wide via:

PICKLES: for 3rd grade classes by teacher request -- Positive Influences Changing Kids' Lives in Elementary Schools. (no goggles)

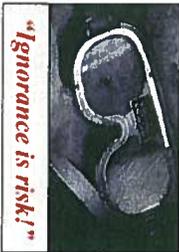
THINK, DON'T DRINK: for Middle School students each Spring & Fall.

THINK, DON'T DRINK II: for Driver's Ed. classes by instructor's request year-round.

CHOOSE TO BE BUZZ FREE! for seniors prior to prom/graduation.

COMMUNITY EVENTS:

Safety info, goodies and walk-the-line with Fatal Vision™ goggles at: National Night Out, Langley Children's Day and other local youth, safety or health events.



LAW ENFORCEMENT: Local police work with IDPIC by speaking on panel and participating in our School and Community events.

PANELS: There are lots of little known facts about DUI and underage drinking. For example, impairment can start with your first drink (attention decreases). So yes, you can be arrested and convicted after ONE DRINK. *And no, IDPIC is not a prohibitionist organization.* So come to a panel and be enlightened, entertained and empowered! Open and free to all unless court-ordered. Children must be 12 or older.

MILITARY COMMANDS: Panels are held at NAS Whidbey on a regular basis to provide military personnel, their dependents and civilian workers this potentially life-saving experience.

* Funded by panel user fees, donations, grants, fundraisers.

HOW you can help IDPIC!

ASSISTANT: Set up room for panel presentation and check in people. Help with events.

DONOR: Your tax-deductible donation goes 100% towards our local prevention efforts. If you wish a memorial donation, please note. Remembrance will be made at our next panel.

Name: _____

Address: _____ Zip: _____

Amnt \$ _____ () General / () Memorial Donation

Person's Name _____

Age _____ Relationship to you _____

Date of Death _____

Place of Death _____

Mail to : IDPIC, POB 358, Oak Harbor, WA 98277

PANELIST:

- ◆ Injured in a DUI crash?
- ◆ Friend/family member injured/killed in one?
- ◆ Caused a DUI injury or fatality?
- ◆ Worked with DUI victims or offenders?
- ◆ Gotten a DUI or has a family member?
- ◆ In alcohol/other drug recovery?

Then you can choose to speak once a month or once a year—but please choose to speak!

PARTNERS IN PREVENTION: Any individual, agency, business, church, organization or other group that donates money, materials, service or time to IDPIC. This support goes 100% towards the organization's mission:

to deter
driving under the influence
and underage drinking
in our communities
through education and awareness



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Exhibit C

PG2 / Panel Overview

Category of contribution(s) and relative importance:

Safety: prevention of DUI injury/fatalities via education/awareness, and death by alcohol poisoning.

Health: prevention of alcohol poisoning, alcohol/other substance use by youth and abuse by adults.

Importance: Better quality of life and saving lives.

Urgency of the problems addressed:

According to the state's 2008 Healthy Youth Survey for the OHSD these percentages reported drinking alcohol in the last 30 days, all at or above the state average:

- 17% Oak Harbor 8th graders / 29 Oak Harbor 10th graders / 44 Oak Harbor 12^h graders

State & local reports:

- Under age 65, greatest risk of accidental death in IC: motor vehicle crash; (40%) are caused by DUI / IC Health Rep*
- Island County DUI fatalities rose 183% 1998-2002 v. 2003-2007, far exceeding all but 2 other counties / WTSC*

Panel Experience: Opens with powerful 4-minute video, an interactive power point presentation interspersed with the latest info on DUI and underage drinking; a portion where the audience member becomes a DUI victim through the power of images; a brief video called *DUI: Dead in 5 Seconds*, and a 30-sec. video that places each audience member in the front seat of an impending DUI crash. Volunteer from the audience does a Mock Field Sobriety Test with the Fatal Vision goggles after a discussion on Indicators of Impairment. After brief break we have three speakers. Then a Q & A and wrap up with some emphasis points and a short moving story. Entire presentation takes about two hours, depending on the speaker portion. 3 x 5 cards are distributed for comments.

Panel operation includes:

- Ongoing recruitment of speakers and their training
- Panel preps (gather/ready materials, PR via local media, calls & emails relating to, etc.)
- Arrange for speakers and helpers (volunteers)
- Set up room: check in table, chairs, laptop, projector, brochures, posters, handouts, driver's ed/parent sign up sheets.
- Run panel (at least two hours)
- Take down / Gather material
- Disburse attendance forms to clients
- Some attendees wish to talk afterwards (prospective speakers, share stories, general comments, etc.)
- Input stats on speakers, panel, relay names/charges to NASWI Court Magistrate, turn in offender attendance forms to probation/other, email comments to speakers, driver's ed. attendance to driving schools.

Results:

- *Immediate positive feedback from students, parents, military personnel/spouses and others.*
- *The panels were the template for the county's Addiction Impact Panel, and for panels at Naval Base Kitsap-Bremerton.*
- *NAS Whidbey reported a 20% reduction in DUIs in 2006 by its personnel, citing IDIPIC in part.*
- *NAS Whidbey noted in its 2009 Commander-In-Chief's Installation Award submission:*

DUI Prevention: Improved DUI awareness through an innovative "victim panel" course that trained 5,347 personnel and is being evaluated for Navy adoption – this contributed to a 41% DUI reduction in CY08. *
(Strong tenant command, currently COMPACFLEET funded.)

- *Three driving schools on Whidbey require its students to attend a panel with parent to complete course.*

**Certainly other measures, including law enforcement, played a significant part, but IDIPIC reaching hundreds each year, is seen as a strong component. As it may very well in the slow decline of DUI arrests in Oak Harbor which began not long after IDIPIC did: <http://www.oakharbor.org/uploads/DUI.pdf>*

Speaker Note:

All panelists are local speakers for the "proximity effect" (better emotional connect). Several victims, family member of victims and professionals with personal and/or work-related such as: Sheriff Mark Brown, LT Mike Hawley, former NAS Whidbey Command Chief (and now OHSD Director of Transportation) Francis Bagarella, county prosecutor Greg Banks, physical therapist Steve Harada, and county Coroner Dr. Robert Bishop. Most have been panelists for years and yet as extremely busy as they all are, they share the professional, as well as at times the very personal, impact of DUI.

PG 4 / Driver's Ed. Student comment after seeing panel. We have received hundreds similar:

Before seeing this presentation, I was
a fairly regular drinker. Now,
learning how to drive & becoming
more & more confident in my
abilities, There's no doubt in my
mind I would've eventually
driven "under the influence."

After seeing your presentation,
I can assure you I will not.
You may never know how much
this presentation & these
speakers have affected
my life.

A couple of others: "Tonight's presentation impacted me in an unbelievable way. I walked in thinking 'I just want to get this over with.' But as I leave I realize how much drinking and driving affects people's lives."

"Being in this short class really changed my perspective on drinking and driving. Though I don't drive yet, I know now that I will always look out for my close friends, if they need a sober driver. I'll be there. Thank you for this experience."

What are parents saying about these panels? "This was a very intense, emotional program and I appreciate the speakers sharing something that everyone hopes they will never have to go through. How strong they are. Thank you."

"Very much appreciated this "class." Glad you encouraged me to attend with my girls so I could 'work with' what they now know. Also, very good refresher course for parents."

"If this class was offered when I attended driver's ed. I do not think I would be holding a DUI on my record. The speakers, visuals, handouts and all the statistics, had an enormous impact on me. If only HALF of that information was required as a new driver, DUI would not be as prevalent as it is today."

***** Partners in Prevention *****

Businesses, organizations and other groups or individuals that provide support to IDIPIC

Provides coupons as driver's ed. student rewards and/or volunteer "tokens of appreciation"

1504 Coffee
Arby's #5052
BBQ Joint
Island Drug
Oak Harbor Cinemas / Oak Harbor Burger King / Oak Harbor Dairy Queen / Oak Harbor Taco Bell

Provides free service or materials

Albertson's
Bay Printing
H & R Block
Harada Physical Therapy & Rehab Services
Island Coffee
ISOMEDIA, Inc.
Saar's Marketplace
Skagit Valley College, Whidbey Island Campus (use of HH137 for NW panels)
Trinity Lutheran Church of Freeland (use of room for SW panels)

Provides funding for youth program operation (appx. \$8,000) and/or materials in schools/other

The Glaser Foundation
Soroptimist Int'l of Oak Harbor
State Farm Insurance
Washington Traffic Safety Commission
Island Thrift
Munros' Driving Instruction
Oak Harbor Wal-Mart
Officers Spouses Club of Whidbey Island
Whidbey Telecom
Koetje Agency, Inc.
North Whidbey Sportsmen's Association
Porter Whidbey Insurance, Inc.
Del-Jen, Inc.
Knights of Columbus/John O'Brien #3361
Oak Harbor High School PTA
North Whidbey Middle School PTA
Oak Harbor Education Association
Oak Harbor Middle School PTA
South Whidbey Assembly of God
Tradewinds Insurance

Provides funding for 18 of 36 civilian panels annually

Island County (\$3,600)

Provides funding for 8 panels, other (safety fairs, etc.) at NASWI

Navy Alcohol and Drug Abuse Prevention Program

Exhibit D

1 Liquor Revolving Account Appropriation for liquor
2 profits distribution \$80,435,000
3 Liquor Revolving Account Appropriation for additional
4 liquor profits distribution to local
5 governments \$18,677,000
6 TOTAL APPROPRIATION \$490,870,000

7 The total expenditures from the state treasury under the
8 appropriations in this section shall not exceed the funds available
9 under statutory distributions for the stated purposes.

10 NEW SECTION. **Sec. 802. FOR THE STATE TREASURER--FOR THE COUNTY**
11 **CRIMINAL JUSTICE ASSISTANCE ACCOUNT**

12 Impaired Driver Safety Account Appropriation \$2,351,000

13 The appropriation in this section is subject to the following
14 conditions and limitations: The amount appropriated in this section
15 shall be distributed quarterly during the 2009-11 biennium in
16 accordance with RCW 82.14.310. This funding is provided to counties
17 for the costs of implementing criminal justice legislation including,
18 but not limited to: Chapter 206, Laws of 1998 (drunk driving
19 penalties); chapter 207, Laws of 1998 (DUI penalties); chapter 208,
20 Laws of 1998 (deferred prosecution); chapter 209, Laws of 1998
21 (DUI/license suspension); chapter 210, Laws of 1998 (ignition interlock
22 violations); chapter 211, Laws of 1998 (DUI penalties); chapter 212,
23 Laws of 1998 (DUI penalties); chapter 213, Laws of 1998 (intoxication
24 levels lowered); chapter 214, Laws of 1998 (DUI penalties); and chapter
25 215, Laws of 1998 (DUI provisions).

26 NEW SECTION. **Sec. 803. FOR THE STATE TREASURER--FOR THE**
27 **MUNICIPAL CRIMINAL JUSTICE ASSISTANCE ACCOUNT**

28 Impaired Driver Safety Account Appropriation \$1,543,000

29 The appropriation in this section is subject to the following
30 conditions and limitations: The amount appropriated in this section
31 shall be distributed quarterly during the 2009-11 biennium to all
32 cities ratably based on population as last determined by the office of
33 financial management. The distributions to any city that substantially
34 decriminalizes or repeals its criminal code after July 1, 1990, and
35 that does not reimburse the county for costs associated with criminal

1 cases under RCW 3.50.800 or 3.50.805(2), shall be made to the county in
2 which the city is located. This funding is provided to cities for the
3 costs of implementing criminal justice legislation including, but not
4 limited to: Chapter 206, Laws of 1998 (drunk driving penalties);
5 chapter 207, Laws of 1998 (DUI penalties); chapter 208, Laws of 1998
6 (deferred prosecution); chapter 209, Laws of 1998 (DUI/license
7 suspension); chapter 210, Laws of 1998 (ignition interlock violations);
8 chapter 211, Laws of 1998 (DUI penalties); chapter 212, Laws of 1998
9 (DUI penalties); chapter 213, Laws of 1998 (intoxication levels
10 lowered); chapter 214, Laws of 1998 (DUI penalties); and chapter 215,
11 Laws of 1998 (DUI provisions).

12 **NEW SECTION. Sec. 804. FOR THE STATE TREASURER--FEDERAL REVENUES**
13 **FOR DISTRIBUTION**

14 General Fund Appropriation for federal flood control funds
15 distribution \$70,000
16 General Fund Appropriation for federal grazing fees
17 distribution \$2,296,000
18 Forest Reserve Fund Appropriation for federal forest
19 reserve fund distribution \$85,200,000
20 TOTAL APPROPRIATION \$87,566,000

21 The total expenditures from the state treasury under the
22 appropriations in this section shall not exceed the funds available
23 under statutory distributions for the stated purposes.

24 **NEW SECTION. Sec. 805. FOR THE STATE TREASURER--TRANSFERS.**

25 State Treasurer's Service Account: For transfer to the
26 state general fund, \$10,400,000 for fiscal year 2010 and
27 \$10,400,000 for fiscal year 2011 \$20,800,000
28 Waste Reduction, Recycling and Litter Control Account: For
29 transfer to the state general fund, \$2,000,000 for fiscal
30 year 2010 and \$2,000,000 for fiscal year 2011 \$4,000,000
31 State Toxics Control Account: For transfer to the state
32 general fund, \$15,340,000 for fiscal year 2010 and
33 \$14,400,000 for fiscal year 2011 \$29,740,000
34 Local Toxics Control Account: For transfer to the state
35 general fund, \$37,060,000 for fiscal year 2010 and
36 \$36,000,000 for fiscal year 2011 \$73,060,000

Exhibit E

DUI/OTHER CRIMINAL JUSTICE ASSISTANCE REVENUE

Year	Total Budget	Revenue	Balance
2009	3,000.00	7,524.87	4,524.87
2008	3,000.00	4,100.95	1,100.95
2007	3,000.00	5,148.54	2,148.54
2006	3,000.00	3,609.87	609.87
2005	2,500.00	3,521.17	1,021.17
2004	0.00	3,478.39	3,478.39
2003	0.00	3,366.28	3,366.28
2002	0.00	3,444.58	3,444.58
2001	0.00	3,137.51	3,137.51

Exhibit F



City of Oak Harbor
PUBLIC SAFETY Standing Committee
Meeting Notes

May 21, 2009, 7:00 a.m.
Oak Harbor Fire Department

Notes - Information Only

CALL TO ORDER:

Chairperson Gerber called the meeting to order at 7:01 a.m.

IN ATTENDANCE:

Council Members:	Eric Gerber, Jim Palmer
Police Department:	Chief Rick Wallace, Admin. Asst. Martha Folsom
Fire Department:	Battalion Chief Ray Merrill
Also Present:	JoAnn Hellmann, IDIPIC

Battalion Chief Merrill requested to do Fire agenda items first, as he is attending an 8:00 meeting at NAS Whidbey.

1. Career Firefighter Testing Update – R. Merrill

Battalion Chief Merrill advised that the list has been certified, and there are four candidates on the list. They started with 26 applicants, and they anticipate an appointment in June or July.

2. Glendale Community Water Outage Update – R. Merrill

Chief Merrill advised that the Fire Department trailer with water for the Glendale community was there for about six weeks and just came back last week. He said this was a good use of this free equipment from DNR.

3. Funding Request - IDIPIC (Impaired Driving Panel of Island County) – R. Wallace

Chief Wallace advised that there is a funding request from IDIPIC, which if approved, would most likely be for the 2010 budget. He introduced JoAnn Hellmann, Executive Director of IDIPIC. Ms. Hellmann said that IDIPIC, a 501c3 non-profit, has been providing creative sentencing for not only Oak Harbor citizens, but for all of Island County, since 2000. They provide a community service which, in many counties, is provided by a government agency. IDIPIC has been struggling for funding. Of the 44 IDIPIC panels held per year, eight are done out of NASWI and are funded. IDIPIC approached Island County last year for funding, and they are paying for 18 panels, half of the remaining 36 panels. IDIPIC is asking Oak Harbor to fund 12 panels, in an amount of \$2400, and IDIPIC will fund the remaining panels. In 2008, of the 344 panel attendees, 210 were from Oak Harbor, making up 61% of the total.

Ms. Hellmann said that offenders pay a fee to come to panels. Between that and other fundraising efforts, IDIPIC raises just enough to do just the panels. However, IDIPIC does almost as much, if not more, work in the schools for our youth. They hope to prevent problems with underage drinking and substance abuse. She invited Council members or any interested persons to attend IDIPIC panels – the dates in June will be June 9th and June 24th. Doors open at 6:45 p.m., panels starts at 7 p.m., and runs till about 9:15 p.m. They are held at Hayes Hall at Skagit Valley College.

4. Edward Byrne Grant Funding Request – R. Wallace

Chief Wallace advised that, as a result of a Federal hiring grant we have submitted for replacing the High School Resource Officer, we were made aware of this Edward Byrne Grant which is intended for equipment funding. There is \$24,000 available if we qualify. We have preliminarily submitted our request, and if an indication comes back that we are qualified to move forward, we would come back to the Committee and Council for approval. We are requesting funds for the purchase of two video systems for our patrol cars. If approved, this would bring us to a total of eight Motorola video systems for our vehicles. Our request is for less than the \$24,000 available.

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 15th day of December, 2009, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and Impaired Driving Impact Panel of Island County (IDIPIC) hereinafter referred to as the "SERVICE PROVIDER".

WHEREAS, the CITY desires to have certain educational impact service panels 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 responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Program").

2. Term.

The Program shall begin on January 1, 2010, and shall be completed no later than December 31, 2010, unless sooner terminated according to the provisions herein.

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 as follows: \$200 per month based upon a minimum of 12 education impact panels performed in the City of Oak Harbor for 2010, not to exceed the amount of \$2,400.

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 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 contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the 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 require the SERVICE PROVIDER to remove an employee(s), agent(s) or servant(s) from employment on this Project. 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. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.
- 8.2 Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:
- a. Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate.

- 8.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
- 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 thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the CITY shall

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:

IDIPIC
P.O. Box 358
Oak Harbor, WA 98277

Jim Slowik, Mayor

Director

Attest:

Connie Wheeler, City Clerk

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.

SCOPE OF WORK
DUI Impact Panels
IDIPIC SERVICES AGREEMENT
January 1, 2010 – December 31, 2010

1. Provide a minimum of 12 DUI Impact Panels in Oak Harbor for the benefit of Oak Harbor residents.
2. Present DUI Impact Panels at the location provided by IDIPIC (Skagit Valley Community College Campus, Hayes Hall, 1000 SE Regatta, Oak Harbor, WA. DUI Impact Panels shall be presented a minimum of one panel presentation per month.
3. DUI Impact panel presentations shall consist of regularly accepted educational material for the prevention of impaired driving and abuse of alcohol.
4. Conduct impact panels as modeled by the Washington State Coalition of Victim Impact Panels.
5. All content and materials provided for DUI impact panel presentations are the sole responsibility of IDIPIC.
6. Payment for DUI Impact Panels shall be on a reimbursement basis per monthly invoice.

Additional Information
For
Mayor and Council
12/15/09 City Council Meeting



Agenda Item No. 14
Contract – Impaired Driving Impact
Panel of Island County (IDIPIC)

CONFIDENTIAL MATERIAL

While most documents generated by the City are open public records, certain information, records and communications of the City of Oak Harbor are confidential and that the release of confidential information to others is prohibited by law and may cause irreparable harm to the City.

We believe that this material is protected by the attorney/client privilege, work product doctrine and other confidentiality protections under State law and should, therefore, be kept confidential. If this matter is part of a regular file in your office, please keep it separately and not part of the regular sequences of the file.

MEMO

TO: Paul Schmidt, City Administrator

FROM: William Hawkins, Asst. City Attorney 

RE: IDIPIC

DATE: December 11, 2009

You have asked me to address the role that IDIPIC plays in the criminal justice system in Oak Harbor, and whether the services provided by IDIPIC represent a benefit to the community. The answer is that the services provided by IDIPIC represent one significant part of the local criminal justice response to drunk driving.

IDIPIC organizes and presents panels, commonly referred to as "victim impact panels", designed to impress drivers, particularly young drivers and most particularly drunk drivers of the dangers and the impact of drunk driving. IDIPIC has been providing these services in Oak Harbor since 2000. IDIPIC's victim impact panels are routinely made a mandatory condition of every sentence imposed by the Oak Harbor Municipal Court and Island County District Court for DUI, being in physical control of a vehicle under the influence, minor operating a vehicle under the influence of alcohol and other offenses. In addition, a person charged in District or Municipal Court with DUI or physical control and who petitions for a deferred prosecution program under RCW 10.05.020 is also required to complete a victim impact panel.

The impact panel is provided for by statute, RCW 46.61.5152. The statute provides that, in addition to the other mandatory penalties imposed by law, the court may require a person who is convicted of DUI or physical control or who enters a deferred prosecution program based on one of those offenses to attend an educational program focusing on the emotional, physical, and financial suffering of victims who were injured by persons convicted of driving while under the influence of intoxicants.

Typically, a victim impact panel consists of representatives of law enforcement, prosecution, probation, sometimes a member of the defense bar, the coroner and other professionals in the system, each making a presentation from their various professional perspectives on the impact of drunk driving on society. From personal experience having made presentations as a prosecutor,

sometime judge pro tem and defense attorney, I can tell you that often the greatest impact comes from presentations by survivors of alcohol related motor vehicle accidents or surviving family members. Those presentations often have the intended long-lasting impact.

In the unfortunate event that IDIPIC were to cease providing the victim impact panels in Island County, because the panels are so highly regarded by the court system, I suspect the courts would order defendants to go off island to attend panels organized in adjacent counties. Having the services available in Island County is a major benefit to the law and justice community.

If you have any questions, I would be glad to try and answer them.

IMPAIRED DRIVING IMPACT PANEL of ISLAND COUNTY

Ability to manage a non-profit / December 2009 Report

Satisfactorily met and exceeded Washington State Victim Impact Panel Coalition Minimum Standards since established.

Satisfactorily met registration requirements with the Washington Secretary of State Charities Program since established.

Steadily grown in scope from:

- * 12 panels a year in Oak Harbor to 44 panels a year in Oak Harbor, Freeland and NASWI
- * 13 attendees at its first panel to over 16,000 so far this year
- * providing only impact panels to providing several youth DUI/Underage Drinking prevention programs in local public schools and driving schools.

Template for:

- * Island County's Addiction Impact Panel
- * Panels at Naval Base Kitsap-Bremerton
- * Currently being evaluated for Navy-wide adoption

Endorsed by:

- * MCPON Rick West, Master Chief Petty Officer of the Navy
- * CAPT Gerral David, Commanding Officer NAS Whidbey Island
- * William Moore, Navy Alcohol and Drug Abuse Prevention, Program Manager
- * Sheriff Mark Brown, Island County Sheriff
- * Sgt. Jason Longoria, Island County Detachment of Washington State Patrol
- * All local driving education schools (requirement for their students w/parent)

Awards:

- * Washington Traffic Safety Commission SuperStars Award for Community Activism
- * Island Community Health Advisory Board Linda Lee Martens Memorial Health Hero Award



Enter Keywords

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Impaired Driving Impact Panel of Island County

Registration #8678

Mailing Address: PO Box 358
OAK HARBOR WA 98277

Street Address: 1124 SW Leschi Drive
OAK HARBOR WA 98277

Registration Status: Registered

Renewal Due: 11/30/2009

Corporation Name: Impaired Driving Impact Panel of Island County [View Details »](#)

Other Names Used: IDIPIC

Phone: (360)675-8397

Fax: (360)675-8397

Email: idipic@idipic.org

Web Site: www.idipic.org

Purpose Description: To educate DUI and MIP offenders as to the potentially serious consequences to themselves, their families and to others in the community of DUI and MIP behavior, and to educate the general public (young drivers, drivers' education students, etc.) and better inform professionals who deal with DUI and MIP offenders and/or their victims of these consequences

Federal EIN: 91-2051351

Federal Tax Status: Exempt 501C3

The following financial information has been provided to the Office of the Secretary of State by the above-named organization. Figures are for the organization's fiscal year ending **Dec 31, 2007**.

Beginning Assets	\$4,579	
Revenue	\$25,966	
Program Services	\$24,186	According to the financial information shown at left, this organization devoted 88% of its total expenses to program services during the year reported.
Total Expenses	\$27,605	
Ending Assets	\$2,940	

Some Charitable Organizations are not required to submit financial information. If the financial report displayed contains zeros or outdated information, it is possible that the organization is "exempt" from registration or is newly registered. Please contact the Charities Program for more specific information.

Paid Fundraiser(s) Who Raise or Receive Contributions for This Charity

None reported.

[Return to Search List](#)

DISCLAIMER

Information in the Secretary of State's Online Charities Database is updated once daily at 2:00 a.m. Pacific Time, Monday-Friday (state holidays excluded). Neither the State of Washington nor any agency, officer, or employee of the State of Washington warrants the accuracy, reliability, or timeliness of any information in the Public Access System and shall not be liable for any losses caused by such reliance on the accuracy, reliability, or timeliness of such information. While every effort is made to ensure the accuracy of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from the System does so at his or her own risk.

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Washington Secretary of State
801 Capitol Way South
PO Box 40234, Olympia WA 98504-0234
(360) 725-0378



Form 990-EZ

Short Form Return of Organization Exempt From Income Tax Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

OMB No. 1545-1180

2007

Department of the Treasury Internal Revenue Service

The organization may have to use a copy of this return to satisfy state reporting requirements.

Open to Public Inspection

Header section containing: A For 2007 calendar year, or tax year beginning 2007, & ending 2007, & ending; B Check if applicable: Address change, Name change, Termination; C Name of organization: Impaired Driving Impact Panel of Island; D Employer identification number: 91-2051351; E Telephone number: (360) 675-8397; F Group Exemption Number; G Accounting method: Cash; H Check if organization is not required to attach Sch. B; I Website: N/A; J Organization type: 501(c)(3); K Check if the organization is not a secular 501(c)(3) supporting organization; L Add lines 20, 21, and 22 to line 21 to determine gross receipts; M Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

Part II Revenue, Expenses, and Changes in Net Assets or Fund Balances (See instructions). Table with 21 rows and 3 columns: Line number, Description, Amount. Total revenue on line 9 is 25,966.

Table for Part II Revenue, Expenses, and Changes in Net Assets or Fund Balances. Rows include: 1-9 Revenue (Total 25,966); 10-17 Expenses (Total 27,605); 18-21 Changes in Net Assets or Fund Balances (Net assets at end of year: 2,940).

Part III Balance Sheets (See instructions). Table with 7 rows and 3 columns: (A) Beginning of year, (B) End of year. Total assets on line 26 is 2,940.

Part-III Statement of Program Service Accomplishments (See instructions)		Expenses	
What is the organization's primary exempt purpose? See attachment #3		(Required for 501(c)(3) & (4) organizations and 4547(a)(1) trusts; optional for others.)	
Describe what was achieved in carrying out the organization's exempt purpose. In a clear and concise manner, describe the services provided, the number of persons benefited, or other relevant information for each program. See attachment #4			
28	(Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>	28a	24,186
29	(Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>	29a	
30	(Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>	30a	
31	Other program services (attach schedule) (Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>	31a	
32 Total program service expenses. Add lines 28a through 31a		32	24,186

Part-IV List of Officers, Directors, Trustees, and Key Employees (List each one even if not compensated. See instructions.)				
(A) Name and address	(B) Title & average hours per week devoted to position	(C) Compensation (if not paid, under -B-)	(D) Contributions to employee benefit plan & deferred comp.	(E) Expense account and other allowances
See attachment #5				

Part-V Other information (Note the statement requirement in General Instruction V.)		Yes	No
33	Did the organization make a change in its activities or methods of conducting activities? If "Yes," attach a detailed statement of each change.	33	X
34	Were any changes made to the organizing or governing documents but not reported in the IRS 7? If "Yes," attach a conforming copy of the changes.	34	X
35	If the organization had income from business activities, such as those reported on lines 2, 6, and 7 (among others), but not reported on Form 990-T, attach a statement explaining your reason for not reporting the income on Form 990-T.		
	a. Did the organization have unrelated business gross income of \$1,000 or more or 6032(e) notice, reporting, and proxy tax requirements?	35a	X
	b. If "Yes," has it filed a tax return on Form 990-T for this year?	35b	X
36	Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," attach a statement.	36	X
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions	37a	
	b. Did the organization file Form 1120-POL for this year?	37b	X
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still unpaid at the start of the period covered by this return?	38a	X
	b. If "Yes," attach the schedule specified in the 38 instructions and enter the amount involved	38b	
39	501(c)(7) organizations, Enter:		
	a. Inflation fees and capital contributions included on line 6	39a	N/A
	b. Gross receipts, included on line 6, for public use of club facilities	39b	N/A

Part V Other Information (Note the placement requirement in General Instruction V.) (Continued)

40a 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under:

section 4911	section 4912	section 4955	Yes	No
b 501(c)(3) and (4) organizations. Did the organization engage in any section 4959 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," attach an explanation			40b	X
c Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4958, and 4959				
d Enter amount of tax on the 49C reimbursed by the organization				
e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction?			40e	X

41 Let the states with which a copy of this return is filed.

42a The books are in care of: See attachment #6 Telephone no. ZIP + 4 Located at

b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)?

42b	Yes	No
		X
42c	Yes	No
		X

c At any time during the calendar year, did the organization maintain an office outside of the U.S.? If "Yes," enter the name of the foreign country.

43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the tax year.

Please Sign Here Cynthia R. Garner, Treasurer, 1/26/2009

Paid Preparer's Use Only: Charles Robinson, H & R Block, 200 S MAIN ST, Coupeville WA 98239, 360-678-1579

SCHEDULE A
(Form 990 or 990-EZ)

Organization Exempt Under Section 501(c)(3)
(Except Private Foundation) and Section 501(c)(29), 501(f), 501(g), 501(h), 501(i), or 501(j)(1) Nonexempt Charitable Trust

OMB No. 1545-0047

2007

Supplementary Information — (See separate instructions.)

Department of the Treasury
Internal Revenue Service

MUST be completed by the above organizations and attached to their Form 990 or 990-EZ

Name of the organization

Impaired Driving Impact Panel of Island County

Employer identification number

91-2051351

Part I Compensation of the Five Highest Paid Employees Other Than Officers, Directors, and Trustees
(See the instructions. List each one. If there are none, enter "None.")

(a) Name and address of each employee paid more than \$50,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to emp. benefit plans & deferred compensation	(e) Expense account and other allowances
NONE				

Total number of other employees paid over \$50,000: 0

Part II-A Compensation of the Five Highest Paid Independent Contractors for Professional Services
(See the instructions. List each one (whether individuals or firms). If there are none, enter "None.")

(a) Name and address of each independent contractor paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		

Total number of others receiving over \$50,000 for professional services: 0

Part II-B Compensation of the Five Highest Paid Independent Contractors for Other Services
(List each contractor who performed services other than professional services, whether individuals or firms. If there are none, enter "None." See instructions.)

(a) Name and address of each independent contractor paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		

Total number of other contractors receiving over \$50,000 for other services: 0

Part III Statements About Activities (See the instructions.)

	Yes	No
1 During the year, has the organization attempted to influence national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum? If "Yes," enter the total expenses paid or incurred in connection with the lobbying activities: \$ _____ (Must equal amounts on line 33, Part VI-A, or line I of Part VI-B)		X
Organizations that made an election under section 501(c)(3) by filing Form 5708 must complete Part VI-A. Other organizations checking "Yes" must complete Part VI-B AND attach a statement giving a detailed description of the lobbying activities.		
2 During the year, has the organization, either directly or indirectly, engaged in any of the following acts with any substantial contributors, trustees, directors, officers, creators, key employees, or members of their families, or with any taxable organization with which any such person is affiliated as an officer, director, trustee, majority owner, or principal beneficiary? If the answer to any question is "Yes," attach a detailed statement explaining the transactions.		
a Sale, exchange, or leasing of property?		X
b Lending of money or other extension of credit?		X
c Furnishing of goods, services, or facilities?		X
d Payment of compensation (or payment or reimbursement of expenses if more than \$1,000)?		X
e Transfer of any part of its income or assets?		X
3a Did the organization make grants for scholarships, fellowships, student loans, etc.? (If "Yes," attach an explanation of how the organization determines that recipients qualify to receive payments.)		X
b Did the organization have a section 401(a) annuity plan for its employees?		X
c Did the organization receive or hold an easement for conservation purposes, including easements to preserve open space, the environment, historic land areas or historic structures? If "Yes," attach a detailed statement		X
d Did the organization provide credit counseling, debt management, credit repair, or debt negotiation services?		X
4a Did the organization maintain any donor advised funds? If "Yes," complete lines 4b through 4g. If "No," complete lines 4f and 4g		X
b Did the organization make any taxable distributions under section 4966?		
c Did the organization make a distribution to a donor, donor advisor, or related person?		
d Enter the total number of donor advised funds owned at the end of the tax year		
e Enter the aggregate value of assets held in all donor advised funds owned at the end of the tax year		
f Enter the total number of separate funds or accounts owned at the end of the tax year (excluding donor advised funds included on line 4d) where donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts		C
g Enter the aggregate value of assets held in all funds or accounts included on line 4f at the end of the tax year		C

Part IV Reason for Non-Private Foundation Status (See instructions)

I certify that the organization is not a private foundation because it is: (Please check only ONE applicable box.)

- 5 A church, convention of churches, or association of churches. Section 170(b)(1)(A)(i).
- 6 A school. Section 170(b)(1)(A)(ii). (Also complete Part V.)
- 7 A hospital or a cooperative hospital service organization. Section 170(b)(1)(A)(iii).
- 8 A federal, state, or local government or governmental unit. Section 170(b)(1)(A)(iv).
- 9 A medical research organization operated in conjunction with a hospital. Section 170(b)(1)(A)(v). (Enter the hospital's name, city, and state # _____)
- 10 An organization operated for the benefit of a college or university owned or operated by a governmental unit. Section 170(b)(1)(A)(vi). (Also complete the Support Schedule in Part IV-A.)
- 11a An organization that normally receives a substantial part of its support from a governmental unit or from the general public. Section 170(b)(1)(A)(vii). (Also complete the Support Schedule in Part IV-A.)
- 11b A common-law trust. Section 170(b)(1)(A)(viii). (Also complete the Support Schedule in Part IV-A.)
- 12 An organization that normally receives: (1) more than 25 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its charitable, etc., functions — subject to certain exceptions, and (2) no more than 25 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Also complete the Support Schedules in Part IV-A.)
- 13 An organization that is not controlled by any disqualified persons (other than foundation managers) and otherwise meets the requirements of section 509(a)(3). Check the box that describes the type of supporting organization:
 Type I Type II Type III — Functionally Integrated Type III — Other

Provide the following information about the supported organizations. (See instructions.)

(a) Name(s) of supported organization(s)	(b) Employer identification number (EIN)	(c) Type of organization (described in lines 5 through 12 above or IRC section)	(d) Is the supported organization listed in the supporting organization's governing documents?		(e) Amount of support
			Yes	No	
Total					

- 14 An organization organized and operated to test for public safety. Section 509(a)(4). (See instructions.)

Part IV-A Support Schedule (Complete only if you checked a box on line 10, 11, or 12.) Use cash method of accounting. **Notes:** You may use the worksheet in the instructions for converting from the accrual to the cash method of accounting.

Calendar year for which year begins in:	(a) 2006	(b) 2005	(c) 2004	(d) 2003	(e) Total
16 Gifts, grants, and contributions received. (Do not include unusual grants. See line 24.)	19,452	20,374	11,357		51,183
17 Grants received from administrative organizations for the support of facilities or any activity that is related to the organization's charitable, etc., purposes.	9,210	7,675	9,855		26,740
18 Gifts of money from interest-free loans, amounts received for payments as described in section 170(e)(2)(B), rents, royalties, income from jointly owned property, and other income taxable to the organization under section 511(b)(2) from businesses acquired with organizational assets after 12/31/1975.	18	5			24
19 Not to be used for the business activities of the organization.					
20 Tax-exempt income for the organization's business activities that is not included in 19.					
21 The value of services or facilities furnished to the organization by a governmental unit without charge. Do not include the value of services or facilities generally furnished to the public without charge.					
22 Other income. Attach a schedule. Do not include gifts in kind from individuals.					
23 Total: lines 16 through 22	28,680	28,055	21,212	0	77,947
24 Less: amounts for:	19,470	20,388	11,357		51,207
25 Enter 1% of line 23:	287	281	212		
26 Organizations described on lines 16 or 17:					
a. Enter 2% of amount in column (e) of line 24:					N/A
b. Prepare a list for your records to show the name of and amount contributed by each person (other than a governmental unit or publicly supported organization) whose total gifts for 2003 through 2006 exceeded the amount shown in line 26a. Do not file this list with your return. Enter the total of all these excess amounts:					N/A
c. Total support for section 501(c)(1) test: Enter line 24, column (e):					N/A
d. Add: Amounts from column (e) for lines:	16	17			
	22	26b			
e. Public support (line 26a minus line 26d total):					N/A
f. Public support percentage (line 26a (numerator) divided by line 26c (denominator)):					N/A %
27 Organizations described on line 12:					
a. For amounts included in lines 16, 18, and 17 that were received from a "disqualified person," prepare a list for your records to show the name of, and total amounts received in each year from, each "disqualified person." Do not file this list with your return. Enter the sum of such amounts for each year:	(2006)	(2005)	(2004)	(2003)	
b. For any amount included in line 17 that was received from each person (other than "disqualified persons") prepare a list for your records to show the name of, and amount received for each year, that was more than the larger of (1) the amount on line 26 for the year or (2) \$5,000 (include in the list organizations described in lines 5 through 17b, as well as individuals). Do not file this list with your return. After computing the difference between the amount received and the larger amount described in (1) or (2), enter the sum of these differences (the excess amounts) for each year:	(2006)	(2005)	(2004)	(2003)	
c. Add: Amounts from column (e) for lines:	16	18	17		
	17	26,740	21		
d. Add: Line 27a total and line 27b total:					77,923
e. Public support (line 27c total minus line 27d total):					77,923
f. Total support for section 501(c)(2) test: Enter amount from line 23, column (e):	271				77,947
g. Public support percentage (line 27e (numerator) divided by line 27f (denominator)):					99.97 %
h. Investment income percentage (line 18, column (e) (numerator) divided by line 27f (denominator)):					0.03 %
28 Unusual Grants: For an organization described in line 10, 11, or 12 that received any unusual grants during 2003 through 2006, prepare a list for your records to show, for each year, the name of the contributor, the date and amount of the grant, and a brief description of the nature of the grant. Do not file this list with your return. Do not include these grants in line 15.					

Part V Private School Questionnaire (See the instructions.)

(To be completed ONLY by schools that checked the box on line 6 in Part IV) N/A

	Yes	No
29 Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?		
30 Does the organization include a statement of its racially nondiscriminatory policy toward students in its brochures, catalogs, and other written communications with the public dealing with student admissions, programs, and scholarships?		
31 Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast made during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe; if "No," please explain. (If you need more space, attach a separate statement.)		
32 Does the organization maintain the following:		
a Records indicating the racial composition of the student body, faculty, and administrative staff?		
b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?		
c Copies of all catalogs, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?		
d Copies of all material used by the organization or on its behalf to solicit contributions? If you answered "No" to any of the above, please explain. (If you need more space, attach a separate statement.)		
33 Does the organization discriminate by race in any way with respect to:		
a Students' rights or privileges?		
b Admissions policies?		
c Employment of faculty or administrative staff?		
d Scholarships or other financial assistance?		
e Educational policies?		
f Use of facilities?		
g Athletic programs?		
h Other extracurricular activities? If you answered "Yes" to any of the above, please explain. (If you need more space, attach a separate statement.)		
34a Does the organization receive any financial aid or assistance from a governmental agency?		
b Has the organization's right to such aid ever been revoked or suspended? If you answered "Yes" to either 34a or b, please explain using an attached statement.		
35 Does the organization certify that it has complied with the applicable requirements of sections 4(n) through 4(o) of Rev. Proc. 75-50, 1975-2 C.B. 557, covering racial nondiscrimination? If "No," attach an explanation.		

Part VI-A Lobbying Expenditures by Electing Public Charities (See the instructions.)
 (To be completed ONLY by an eligible organization that files Form 990) N/A

Check a if the organization belongs to an affiliated group. Check b if you checked "a" and "limited control" provisions apply.

Limits on Lobbying Expenditures		(a) Affiliated group totals	(b) To be completed by all electing organizations
(The term "expenditures" means amounts paid or incurred.)			
36	Total lobbying expenditures to influence public opinion (grassroots lobbying)	36	
37	Total lobbying expenditures to influence a legislative body (direct lobbying)	37	
38	Total lobbying expenditures (add lines 36 and 37)	38	
39	Other exempt purpose expenditures	39	
40	Total exempt purpose expenditures (add lines 38 and 39)	40	
41	Lobbying nontaxable amount. Enter the amount from the following table -- If the amount on line 40 is -- The lobbying nontaxable amount is -- Not over \$500,000 20% of the amount on line 40 Over \$500,000 but not over \$1,000,000 \$100,000 plus 10% of the excess over \$500,000 Over \$1,000,000 but not over \$1,500,000 \$175,000 plus 10% of the excess over \$1,000,000 Over \$1,500,000 but not over \$17,000,000 \$125,000 plus 5% of the excess over \$1,500,000 Over \$17,000,000 \$4,000,000	41	
42	Grassroots nontaxable amount (enter 20% of line 41)	42	
43	Subtract line 42 from line 36. Enter -0- if line 42 is more than line 36	43	
44	Subtract line 41 from line 38. Enter -0- if line 41 is more than line 38	44	

Caution: If there is an amount on either line 43 or line 44, you must file Form 4720.
4-Year Averaging Period Under Section 501(h)
 (Some organizations that made a section 501(h) election do not have to complete all of the five columns below. See the instructions for lines 45 through 50.)

Calendar year (or fiscal year beginning in) ▶	Lobbying Expenditures During 4-Year Averaging Period				
	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) Total
45	Lobbying nontaxable amount				
46	Lobbying ceiling amount (150% of line 45(a))				
47	Total lobbying expenditures				
48	Grassroots nontaxable amount				
49	Grassroots ceiling amount (150% of line 48(a))				
50	Grassroots lobbying expenditures				

Part VI-B Lobbying Activity by Nons electing Public Charities (See the instructions.) N/A

During the year, did the organization attempt to influence national, state or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:		Yes	No	Amount
a	Volunteers			
b	Paid staff or management (include compensation in expenses reported on lines g through h.)			
c	Media advertisements			
d	Mailings to members, legislators, or the public			
e	Publications, or published or broadcast statements			
f	Grants to other organizations for lobbying purposes			
g	Direct contact with legislators, their staffs, government officials, or a legislative body			
h	Rallies, demonstrations, seminars, conventions, speeches, lectures, or any other means			
i	Total lobbying expenditures (Add lines c through h.)			

Part VII Information Regarding Transfers To and Transactions and Relationships With Noncharitable Exempt Organizations (See the instructions.)

51 Did the reporting organization directly or indirectly engage in any of the following with any other organization described in section 501(c) of the Code (other than section 501(c)(3) organizations) or in section 527, relating to political organizations?

	Yes	No
a. Transfers from the reporting organization to a noncharitable exempt organization of:		
(i) Cash	a(i)	X
(ii) Other assets	a(ii)	X
b. Other transactions:		
(i) Sales or exchanges of assets with a noncharitable exempt organization	b(i)	X
(ii) Purchases of assets from a noncharitable exempt organization	b(ii)	X
(iii) Rental of facilities, equipment, or other assets	b(iii)	X
(iv) Reimbursement arrangements	b(iv)	X
(v) Loans or loan guarantees	b(v)	X
(vi) Performance of services or membership or fundraising solicitations	b(vi)	X
c. Sharing of facilities, equipment, mailing lists, other assets, or paid employees	c	X

d. If the answer to any of the above is "Yes," complete the following schedule. Column (b) should always show the fair market value of the goods, other assets, or services given by the reporting organization. If the organization received less than fair market value in any transaction or sharing arrangement, show in column (d) the value of the goods, other assets, or services received.

(a) Line no.	(b) Amount involved	(c) Name of noncharitable exempt organization	(d) Description of transfers, transactions, and sharing arrangements
N/A			

52a Is the organization directly or indirectly affiliated with, or related to, one or more tax-exempt organizations described in section 501(c) of the Code (other than section 501(c)(3)) or in section 527? Yes No

b. If "Yes," complete the following schedule:

(a) Name of organization	(b) Type of organization	(c) Description of relationship
N/A		

SCHEDULE OF OTHER ASSETS

Attachment 2: page 1 - 990-EZ Page 1, Part I, Line 24

Open to Public Inspector For calendar year 2007 or tax period beginning . and ending

Name of Organization Impaired Driving Impact Panel of Island County Employer Identification Number 91-2051351

Description of Other Assets	Beginning of Year	End of Year	EDY FMV (RAO-PF Only)

Totals

SCHEDULE OF OTHER EXPENSES

Attachment 1: page 1 - 990-EZ Page 1, Part I, Line 16

Open to Public	For calendar year 2007 or tax period beginning	and ending
Inspector		
Name of Organization	Employer Identification Number	
Impaired Driving Impact Panel of Island County	91-2051351	

Description of Other Expenses	Amount
promotion	2,597
fundraiser	2,506
plaques	175
picnic	167
office supplies	257
insurance	459
fees	30
equipment	90
meals/dues/conference	176
Total	6,457

PRIMARY EXEMPT PURPOSE

Attachment 3, page 1 - 990-EZ Page 2, Part III

Open to Public Inspection	For calendar year 2007 or tax period beginning	, and ending
Name of Organization	Employer Identification Number	
Impaired Driving Impact Panel of Island County	91-2081351	

Primary Purpose

To deter driving under the influence and underage drinking in our communities through education and awareness.

PROGRAM SERVICE ACCOMPLISHMENT

Attachment 4: page 1 - 890-EZ Page 3, Part III

Open to Public	Inspector		For calendar year 2007 or tax period beginning	, and ending
Name of Organization	Impaired Driving Impact Panel of Island County			Employer Identification Number 91-2651351
Part III - Statement of Program Service Accomplishments				
Grants and allocations	Amount includes foreign grants	Program service expenses	24,166	
Extract Purpose Achievements				

Each year 44 panels are conducted with an attendance of 4000. Each year we hold several youth drug prevention programs in the three local school districts that reach over 2000 students.

CURRENT OFFICERS, DIRECTORS, TRUSTEES, AND KEY EMPLOYEES

Attachment 5: page 1 - 990-EZ Page 2, Part IV

Open to Public Inspector		For calendar year 2007 or tax period beginning . and ending		Employer Identification Number	
Name of Organization			Employer Identification Number		
Impaired Driving Impact Panel of Island County			91-2051351		
(A) Name and Address	(B) Title and Average Hrs. per Week	(C) Compensation (if not paid, enter 0)	(D) Cont. to Employee Ben. Plans & Def. Comp.	(E) Expense Account & Other Allowances	
Dr. Robert Bishop PO Box 5000 COUPEVILLE, WA 98239	President 1.00	0	0	0	
Vicky Pitt 5279 Lola Lane LANGLEY, WA 98260	Vice President 1.00	0	0	0	
Maggie Paczkowski 1954 Peacock Lane OAK HARBOR, WA 98277	Secretary 1.00	0	0	0	
Mary Durkee 316 SE Ely St. OAK HARBOR, WA 98277	Treasurer 2.00	0	0	0	
Cecilia Welch PO Box 1035 OAK HARBOR, WA 98277	Member at Large 1.00	0	0	0	
Jo Balda PO Box 345 OAK HARBOR, WA 98277	Member at Large 1.00	0	0	0	
JoAnn Hellmann PO Box 358 OAK HARBOR, WA 98277	Executive Director 18.00	20,625	0	0	

BOOKS ARE IN CARE OF

Attachment 6 - 990-EZ Page 3, Part V, Line 42a

For calendar year 2007 or tax period beginning _____, and ending _____
Name of Organization: Impaired Driving Impact Panel of Island County Employer Identification Number: 91-2051351
Part V - Line 42a

Individual Name: Cynthia Garner
or
Business Name: _____

Street Address: PO Box 2586
Oak Harbor WA 98277

U.S. Address:

Zip code: 98277 City: OAK HARBOR State: WA

Foreign Address:

City: _____

Province or State: _____

Country: _____

Postal code: _____

Phone Number: (360) 672-5489

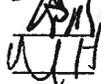
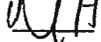
Fax Number: (360) 675-2162

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

Bill No. 15
Date: December 15, 2009
Subject: Non-Represented Employee COLA
for 2010

FROM: **Doug Merriman, Finance Director** 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Jim Slowik, Mayor
 Paul Schmidt, City Administrator
 Margery Hite, City Attorney, as to form

PURPOSE

To consider a cost of living adjustment for non-represented City employees for 2010.

AUTHORITY

RCW 35A.11.020 – Powers vested in legislative bodies of non-charter and charter code cities. *The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights, to fix the compensation and working conditions of such officers and employees and establish and maintain civil service, or merit systems, retirement and pension systems not in conflict with the provisions of this title.....*

SUMMARY STATEMENT

On October 8, 2002 the City Council adopted Resolution No. 02-14 (see Exhibit A) which revised the “City Employee Handbook”. Chapter 5.2 of the “City Employee Handbook” addressed salary administration and cost of living adjustment provisions. At that time, the “Cost of Living Adjustment” policy stated *non-bargaining and non-contracted employees will receive an automatic cost of living wage increase equivalent to ninety percent (90%) of the percentage change in the Seattle Area Consumer Price Index annual percentage for the period January through December of the previous year, however, said percentage adjustment shall not be less than two percent (2%), nor shall it exceed four percent (4%).*

On August 8, 2007 the City Council adopted Resolution No. 07-16 (see Exhibit B) which again revised the “City Employee Handbook” but in a more extensive fashion. In doing so, Resolution No. 07-16 superseded the former resolutions on cost of living adjustments in their entirety.

Currently our City Attorney and Human Resources Department are again reviewing City personnel policies due to recent State law revisions and for needed corrections in personnel processes. In the course of this recent review, it was discovered that in the process of revising Resolution No. 02-14 to Resolution No. 07-16, the provision for providing automatic cost of living adjustments was inadvertently omitted.

City of Oak Harbor City Council Agenda Bill

Therefore, there is no authority provided to the Mayor to make any cost of living adjustments for non-bargaining or non-contracted employees of the City for budget year 2010.

The 2009/2010 Annual Budget included a 3.5% cost of living adjustment for non-represented employees for 2010.

In the spirit of the prior "City Employee Handbook" provision concerning cost of living adjustments, this agenda bill through Resolution No. 09-28 (see Exhibit E) proposes a 2% COLA adjustment for 2010. A comparison of the costs of implementing the budgeted amount of 3.5% and the proposed amount of 2% is provided in Exhibit C. The Seattle Area Consumer Price index for 2009 (June 2008 to June 2009) is at 0.70% (see Exhibit D), which would, under prior practice, result in a 2% COLA for 2010.

As a final note, the upcoming revision of the City's Personnel policies will again require some means in which to address inflation and compensation rates for City employees.

STANDING COMMITTEE REPORT

This issue was presented to the Finance Standing Committee on December 9, 2009.

RECOMMENDED ACTION

Consider and adopt Resolution 09-28.

ATTACHMENTS

- Exhibit A – Resolution 02-14
- Exhibit B – Resolution 07-16
- Exhibit C – Budgetary Impacts by Fund
- Exhibit D – Consumer Price Index Chart for 2009
- Exhibit E – Historical Consumer Price Index Comparison to Employee COLA
- Exhibit F – Proposed Resolution No. 09-28
- PowerPoint Presentation Slides

Exhibit A

RESOLUTION NO. 02-14

RESOLUTION REVISING THE CITY EMPLOYEE HANDBOOK DATED AUGUST, 1998, TO REFLECT CHANGES IN THE BENEFITS AND COMPENSATION ADMINISTRATION SECTIONS OF THE HANDBOOK

BE IT RESOLVED by the City Council of the City of Oak Harbor that revisions to the following chapters of the Employee Handbook are adopted for current benefits and compensation administration:

CHAPTER 5 – COMPENSATION

5.2 SALARY ADMINISTRATION (Rev'd 10/02)

Placement in the Wage Range

Employees shall be paid within the limits of the wage range to which their positions are assigned.

1) Step Placement

Generally, a new employee will start their employment at Step A of the wage range of the job classification. However, placement may be made at a higher step when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting rate higher than the minimum step.

2) Step Placement After Reclassification or Promotion

When a position is reclassified to a higher classification and salary range, or an employee is promoted to a higher classification, the incumbent or employee shall receive the next highest pay step in the new range that constitutes a minimum of one full step increase.

3) Step Increases

Pay increases are contingent upon satisfactory performance. Employees on both the Non-Exempt and the Exempt Salary Schedules normally will receive their first step increase following successful completion of the six-month trial period. Further progression will occur, upon satisfactory performance, at twelve-month (one year) intervals thereafter until the maximum step of the salary range is attained.

Performance evaluations will be performed to determine the movement to the next higher or subsequent proficiency level. (See Section 6.1, Performance Evaluations) If an employee's performance is consistently unsatisfactory, the department head may defer a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory.

The effective date for any proficiency step increase shall be based on the day of the month the employee began work in the present job classification as follows:

- a) In the event the day of the month of the employee's present job classification is the first (1st) through the fifteenth (15th) of the month, the effective date shall be the first (1st) of that month.
- b) In the event the day of the month of the employee's present job classification is the sixteenth (16th) through the last day of the month, the effective date shall be the first (1st) of the following month.

Cost of Living Adjustment

Effective October 01, 2002, all non-bargaining unit and non-contracted employees will receive an automatic cost of living wage increase equivalent to ninety percent (90%) of the percentage change in the Seattle Area Consumer Price Index annual percentage change for the period January through December of the previous year, however, said percentage adjustment shall not be less than two percent (2%), nor shall it exceed four percent (4%). The Index used shall be the Consumer Price Index For All Wage Earners and Clerical Workers (CPI-W) 1982-84 = 100 as published by the Bureau of Labor Statistics and normally released June of each calendar year. The cost of living increase shall apply only to the employees' straight-time rate of pay.

In the event of a City financial emergency, the Mayor and the City Council reserve the right to institute a freeze affecting the COLA or to otherwise take such actions as necessary to modify this policy and procedure due to business necessity.

CHAPTER 7 – BENEFITS

7.3 HEALTH INSURANCE BENEFITS (Rev'd 10/02)

The City contributes toward the cost of health insurance premiums in the amounts shown below as authorized by the City Council. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees.

The health insurance benefits and eligibility criteria will be explained during the new employee orientation and during the annual open enrollment periods.

- Regular full-time and part-time employees and their dependents are eligible for the following health insurance benefits on the first day of the month following employment.
- Part-time employees (less than 32 hours per week) will receive medical and dental benefits for themselves only.
- Temporary employees are not eligible for insurance coverage.

The City shall also reimburse non-represented employees, employed as of January 1, 2001, 40% of employee medical/dental premiums, and spouse/dependent medical/dental premiums that the employee chooses not to use. For any change in benefit selections, or for persons hired after January 1, 2001, the reimbursements rate for the unused premiums will be at 25%.

Employees	Eligible For	City Pays	Employee Pays	Employee reimbursement for unused premiums	
				Employed by 12/31/00: 40% of premium**	Employed after 1/1/01: 25% of premium
Full-Time	Medical & dental for employee. Vision for family*; 75% medical & dental premium for dependents.	100% for employee 75% for dependents	25% medical & dental premium for dependents	Employed by 12/31/00: 40% of premium**	Employed after 1/1/01: 25% of premium
Part-Time (less than 32 hours/week)	Medical, dental & vision* for employee only.	100% for employee only	Not applicable	40% of premium**	25% of premium
Temporary	Not Eligible				

*Vision coverage as determined by City.

**Any changes in benefits selection shall reduce this reimbursement to 25%.

CHAPTER 8 – LEAVES

8.1 VACATION LEAVE (Rev'd 10/02)

Rate of Accrual

All employees shall earn and accrue vacation leave from the date of appointment; however, an employee shall not be eligible to take paid vacation until completion of the probationary period after six months of service.

- Regular part-time employees will receive vacation on a pro-rata basis.
- Temporary employees are not eligible to accrue vacation leave.
- Employees will not accrue vacation leave while on leave without pay.

Vacation leave shall be accrued on the following schedule:

Years of Service	Accrual Rate	Total Per Year	Maximum Accrual
0 – 5 years	8 hours/month	96 hours = 12 days	192 hours
6 – 10 years	10 hours/month	120 hours = 15 days	240 hours
11-15 years	13.33 hours/month	160 hours = 20 days	320 hours
16-20 years	15 hours/month	180 hours = 22.5 days	360 hours
21 + years	16.66 hours/ month	200 hours = 25 days	400 hours

Maximum Accrual

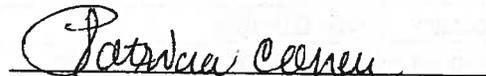
The maximum number of vacation days that may be accumulated is two times the annual accrual rate consistent with the schedule above. In cases where City operations have made it impractical for an employee to use vacation time, the department director with the approval of the city administrator may authorize additional carryover, for a 30-day period. Employees will be paid for unused vacation leave upon termination of employment.

Vacation Approval

Vacation leave must be approved in advance, and requests for vacation leave shall be submitted at least two weeks prior to the leave date. Each department is responsible for scheduling its employees' vacations without undue disruption to department operations. Based upon business necessity, the department director may approve requests for vacation prior to six months service.

Passed and approved by the City Council this 8th day of October, 2002.

MAYOR OF OAK HARBOR



Mayor

Attest:



City Clerk

Approved as to Form:



City Attorney

Exhibit B

RESOLUTION NO. 07-16

A RESOLUTION REGARDING PERSONNEL POLICIES AND BENEFITS FOR CITY OF OAK HARBOR EMPLOYEES AND SUPERSEDING RESOLUTION 9316 (RESOLUTION ADOPTING POLICIES FOR IMPLEMENTING THE FAMILY MEDICAL LEAVE ACT AND 49.78 OF THE REVISED CODE OF WASHINGTON), RESOLUTION NO. 98-10 (RESOLUTION ESTABLISHING THE POLICY OF THE CITY OF OAK HARBOR WITH RESPECT TO CERTAIN TERMS OF EMPLOYMENT WITHIN THE CITY) AND RESOLUTION NO. 02-14 (REVISING THE CITY EMPLOYEE HANDBOOK DATED AUGUST 1998 TO REFLECT CHANGES IN THE BENEFITS AND COMPENSATION ADMINISTRATION SECTIONS OF THE HANDBOOK) IN ITS ENTIRETY.

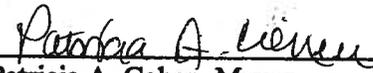
WHEREAS, it is the purpose of this Manual to establish policies and procedures that will serve as a guide to administration action concerning various Human Resource activities and transactions. This Manual is intended to indicate customary and reasonable methods whereby the aims for the City of Oak Harbor's mission statement may be carried out. All policies and procedures may be modified, amended or deleted. Furthermore, the policies and procedures set forth in this Manual are advisory only and are not to be interpreted as a contract of employment.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Oak Harbor, Washington, as follows:

The Mayor is hereby authorized and directed to execute said personnel policies and procedures, a copy of which is attached hereto and by this reference made part hereof, as the official act and deed of the City of Oak Harbor.

PASSED and APPROVED this 8th day of AUGUST, 2007.

CITY OF OAK HARBOR


Patricia A. Cohen, Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:

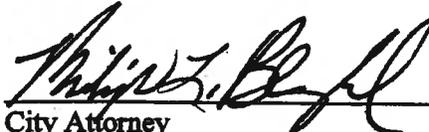

City Attorney

Exhibit C:

Budgetary Impacts:

Fund	Name	2009 Payroll Budget	Budgeted 3.5% COLA Increase	Proposed 2% COLA Increase	Budget Savings with Revised COLA
001	General	\$6,319,750	\$221,191	\$126,395	\$94,796
101	Streets	260,667	9,123	5,213	3,910
129	Senior Center	136,032	4,761	2,721	2,040
401	Water	424,769	14,867	8,495	6,372
402	Sewer	504,446	17,656	10,089	7,567
403	Solid Waste	337,866	11,825	6,757	5,068
404	Storm Drain	285,358	9,988	5,707	4,280
410	Marina	293,093	10,258	5,862	4,396
501	Equipment Repair	201,851	7,065	4,037	3,028
510	Facilities	798,504	27,948	15,970	11,978
		<u>\$9,562,336</u>	<u>\$334,682</u>	<u>\$191,247</u>	<u>\$143,435</u>

Exhibit D

Jun-08	215.223	5.60%	223.573	6.20%		
			First Half 2008			
Jul-08	216.304	6.20%	218.664	4.90%	209.456	4.10%
Aug-08	215.247	5.90%	223.273	6.20%		
Sep-08	214.935	5.40%				
Oct-08	212.182	3.80%	220.687	3.60%		
Nov-08	207.296	0.70%				
Dec-08	204.813	-0.50%	261.424	1.10%		
			Second Half 2008			
Annual Average	211.053	4.10%	220.721	4.00%	210.557	2.80%
Jan-09	205.7	-0.50%	219.692	4.50%	210.006	3.40%
Feb-09	206.708	-0.30%	218.752	1.10%		
Mar-09	207.218	-0.90%				
Apr-09	207.925	-1.30%	220.208	0.80%		
May-09	208.774	-1.90%				
Jun-09	210.972	-2.00%	221.993	0.70%		

Exhibit E:

City of Oak Harbor Comparison of CPI-W to COLA

Year to Year Comparison

	<u>CPI-W</u>	<u>COLA</u>
2002	1.50%	2.00%
2003	0.90%	2.00%
2004	2.50%	2.25%
2005	2.30%	2.07%
2006	4.20%	3.78%
2007	4.80%	4.00%
2008	6.20%	4.00%
2009	0.70%	2.00%

Accumulative Comparison

	<u>CPI-W</u>	<u>COLA</u>
2002	1.50%	2.00%
2003	2.40%	4.00%
2004	4.90%	6.25%
2005	7.20%	8.32%
2006	11.40%	12.10%
2007	16.20%	16.10%
2008	22.40%	20.10%
2009	23.10%	22.10%

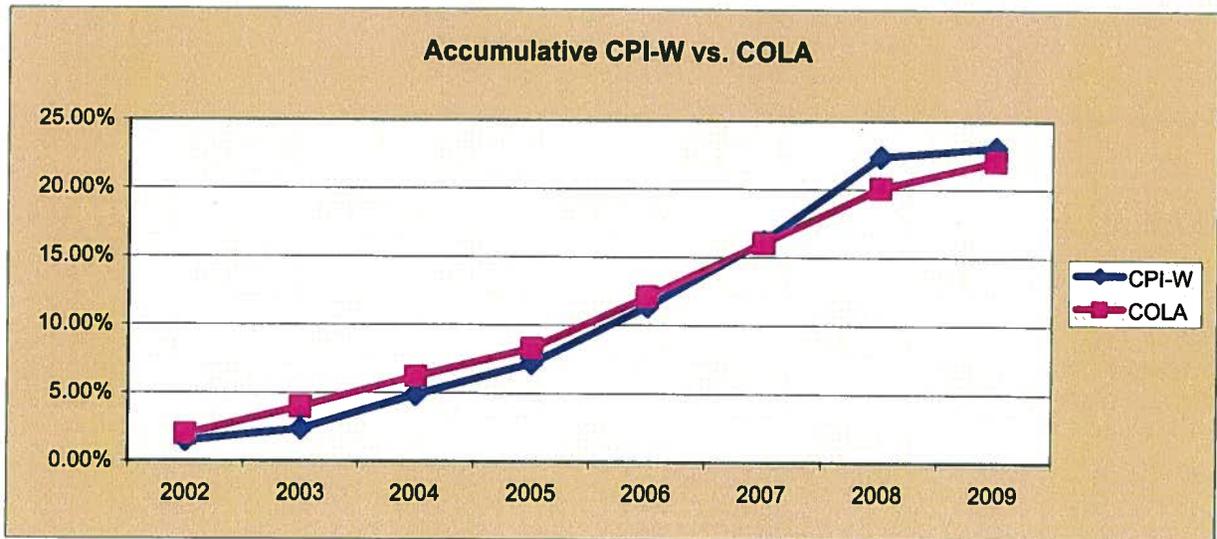
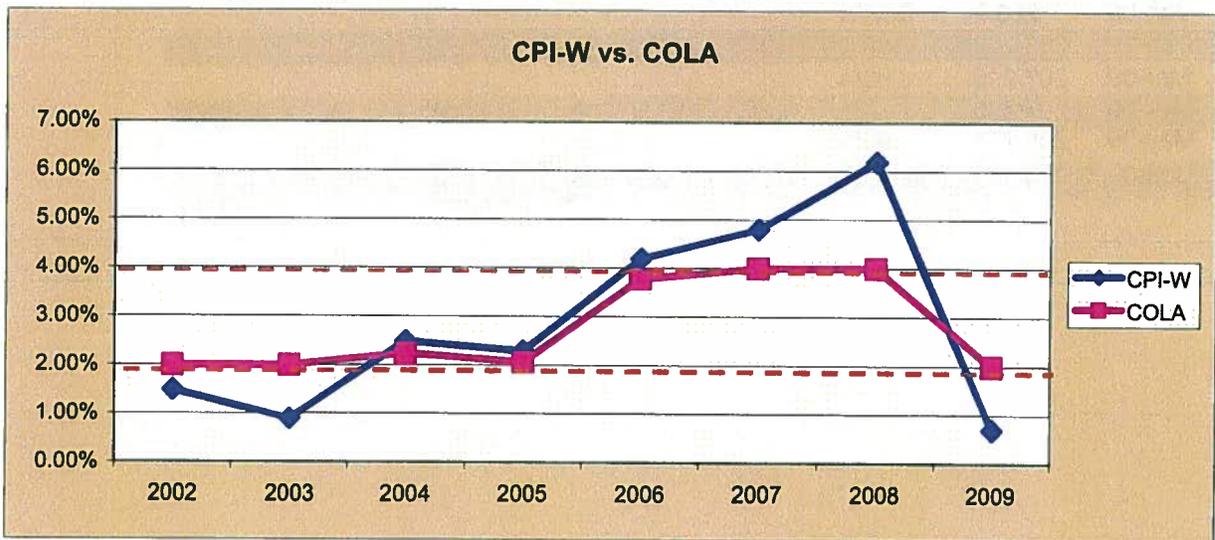


EXHIBIT F

RESOLUTION NO. 09-28

A RESOLUTION BY THE CITY OF OAK HARBOR ADJUSTING NON-BARGAINING EMPLOYEE COMPENSATION FOR COST OF LIVING INFLATION BY AN INCREASE OF TWO PERCENT FOR 2010 WAGES AND SALARIES

WHEREAS, RCW 35A.11.020 provides that the City Council of Oak Harbor has the authority to adjust employee compensation; and

WHEREAS, the Oak Harbor Municipal Code Section 2.34.130 requires a pay plan be prepared for City employees by the Mayor and presented to City Council; and

WHEREAS, the pay plan is to be adopted by Resolution; and

WHEREAS, for the past seven years the City of Oak Harbor has automatically adjusted the cost of living ("COLA") for inflation at 90% of the CPI-W with a minimum of two percent up to a maximum of four percent for non-bargaining unit employee wages and salaries; and

WHEREAS, the 2009/2010 City of Oak Harbor Biennial Operating Budget anticipated a 3.5% COLA and included funding provisions for addressing cost of living adjustments in conjunction with the City policy of providing annual inflation adjustments; and

WHEREAS, the Seattle Area Consumer Price Index for June of 2009 indicates inflation to be an increase over 2008 of 0.70%.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oak Harbor, Washington, that the City employees whose salaries are not set pursuant to collective bargaining agreement receive a cost of living adjustment of a two percent (2%) increase in salaries and wages for 2010.

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

CITY OF OAK HARBOR

Jim Slowik, Mayor

ATTEST:

City Clerk

Approved as to form:

Margery Hite, City Attorney

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**City of Oak Harbor
Employee COLA Resolution
December 15, 2009**



**City of Oak Harbor
Employee COLA Resolution
December 15, 2009**

October 8, 2002, City Council adopted Resolution No. 02-14 revising the City Employee Handbook.

- Automated the annual employee COLA.
- Incorporated 90% of the CPI-W as the benchmark.
- Incorporated a 2% floor and 4% ceiling to annual increase.



City of Oak Harbor
Employee COLA Resolution
December 15, 2009

August 8, 2007, City Council adopted Resolution No. 07-16 which extensively modified the City Employee Handbook.

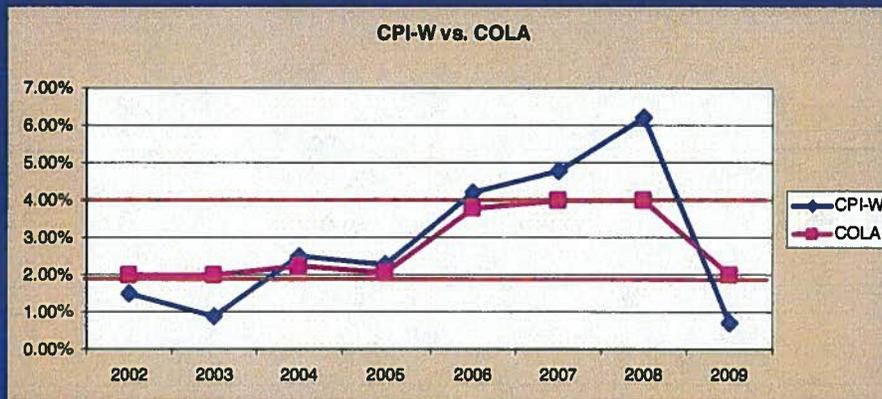
- Updated City policies to match current labor laws.
- Intended to include original City Employee Handbook, plus subsequent revisions, including Resolution No. 02-14.
- Resolution approved changes, and "superseded" any previous resolutions.

City of Oak Harbor
Employee COLA Resolution
December 15, 2009

State law revisions are requiring a new review of the City personnel policies:

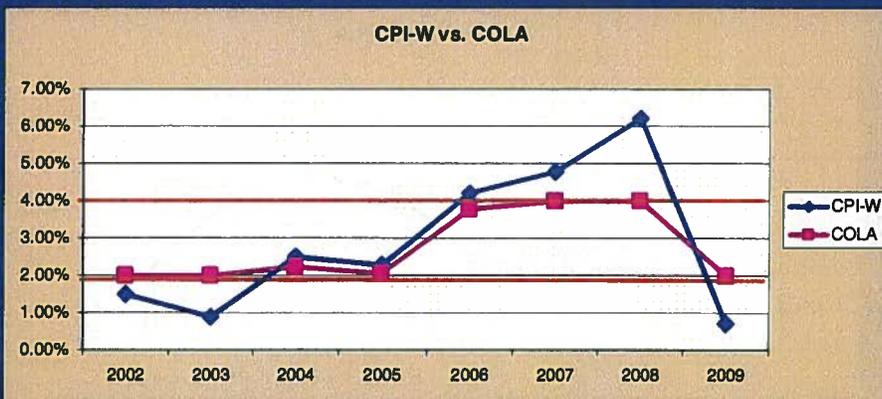
- During the review, it was noticed that the COLA language had been inadvertently omitted from the printing of the handbook.
- Language should be present to allow Mayor to direct Finance to make the COLA adjustment for non-union employees for 2010 as had been intended.
- The technically best and most transparent method of correction is to pass Resolution No. 09-28 authorizing COLA.
- Upcoming revision to handbook will include appropriate language.

2 of last 7 years COLA exceeded CPI-W



	2002	2003	2004	2005	2006	2007	2008	2009
CPI-W	1.50%	0.90%	2.50%	2.30%	4.20%	4.80%	6.20%	0.70%
COLA	2.00%	2.00%	2.25%	2.07%	3.78%	4.00%	4.00%	2.00%

5 of last 7 years CPI-W Exceeded COLA



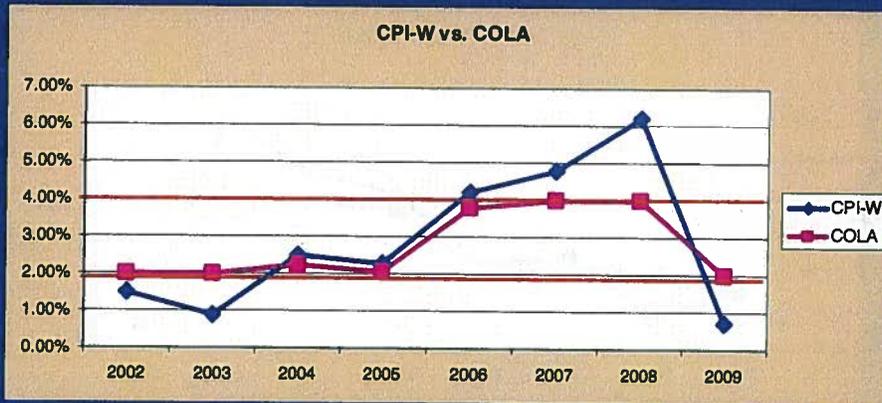
	2002	2003	2004	2005	2006	2007	2008	2009
CPI-W	1.50%	0.90%	2.50%	2.30%	4.20%	4.80%	6.20%	0.70%
COLA	2.00%	2.00%	2.25%	2.07%	3.78%	4.00%	4.00%	2.00%

**City of Oak Harbor
Employee COLA Resolution
December 15, 2009**

COLA Provision:

"Non-bargaining and non-contracted employees will receive an automatic cost of living wage increase equivalent to ninety percent (90%) of the percentage change in the Seattle Area Consumer Price Index annual percentage for the period July 1 through June 30 of the previous year; however, said percentage adjustment shall not be less than two percent (2%), nor shall it exceed four percent (4%) "

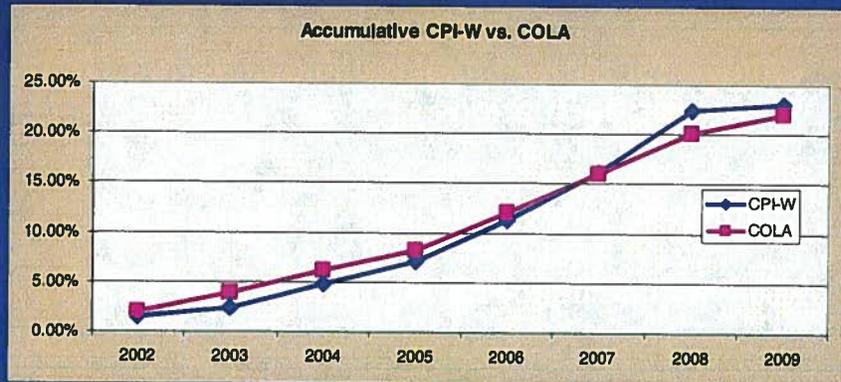
Historical Review: 2002 to 2009



	2002	2003	2004	2005	2006	2007	2008	2009
CPI-W	1.50%	0.90%	2.50%	2.30%	4.20%	4.80%	6.20%	0.70%
COLA	2.00%	2.00%	2.25%	2.07%	3.78%	4.00%	4.00%	2.00%

Long-term Result: 2002 to 2009

- **2008: COLA 2.3% lower than CPI-W**
- **2009: COLA 1.0% lower than CPI-W**



2010 Budget Impact

2010 Budget included a 3.5% COLA estimate

- Based on previous 3 years being > 3.5%.
- 2% proposal will result in a \$143,435 savings.
 - General Fund: \$94,796
 - Public Works, Streets, Other: \$48,639
- Savings will be "carried forward" to 2010 as a reserve/hedge against economic downturn losses.

Benefits of an automated COLA policy:

Financial Perspective:

- Consistent and measurable method.
- Allows for better budget planning during volatile economic fluctuations.



Human Resources Perspective

- Mitigates "knowledge loss" to competitors.
- Defendable policy during negotiations.



Requested action:

Consider and adopt Resolution No. 09-28