City of Oak Harbor

City Council Meeting
Agenda
for
Wednesday, August 4, 2010
6:00 p.m.

Summer Fun in the Sun

Get out and ENJOY it!!

Oak Harbor City Council
Wednesday, August 4, 2010, 6:00 p.m.

Welcome to the Oak Harbor City Council Meeting

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

CALL TO ORDER

INVOCATION Paul Orritt, St. Stephens Anglican Church

ROLL CALL

MINUTES 7/6/10 Regular Meeting, 7/15/10 Special Meeting

NON-ACTION COUNCIL ITEMS:

1. Proclamation – Summer Reading Program Proclamation.
2. Employee Recognition – Chuck Brannan, Public Works – 15 years.
3. Public Comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

4. Consent Agenda:
   Page 126
   a. Noise Permit – Pregnancy Care Clinic - Walkathon.
   Page 129
   b. Noise Permit – 16th Birthday Party.
   Page 132
   c. Noise Permit – First Reformed Church.
   Page 135
   d. Noise Permit – Class Reunion.
   e. Approval of Accounts Payable Vouchers (Pay Bills).
   Page 138
5. Public Hearing and Final Consideration – Utility Policy/Rates Ordinance, Stormwater.
   Page 151
6. Public Hearing and Final Consideration – 2010 Solid Waste Franchise.
   Page 164
7. Public Hearing – Ordinance, Fairway Point Division 4 Overlay Zone.
   Page 168
8. Public Hearing – Six-Year TIP.
   Page 178
9. Introduction – Ordinance, Water Rates and Charges.
   Page 187
10. Introduction – Ordinance, Sewer Utility Charges.
    Page 198
11. Homeland Security Grant Agreement.
    Page 222
12. Pioneer Way Right-of-Way Acquisition – Additional Legal Fees.
    Page 242
13. Construction Design Contract – New Reservoir.

Page 288

14. Consultant Contract – Wastewater Facilities Plan.

Page 335

15. Consultant Contract – Shoreline Master Program Update.
16. City Administrator's Comments.
17. Councilmembers' Comments.
    - Standing Committee Reports.
18. Mayor's Comments.

ADJOURN

"Go confidently in the direction of your dreams. Live the life you have imagined."
~ Henry David Thoreau

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.

City Council Regular Meeting
Tuesday, July 6, 2010 - 6:00 p.m.
City Hall Council Chambers

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

INVOCATION Councilmember James Campbell

ROLL CALL

Mayor Slowik announced that Councilmember Jim Palmer would not be at the meeting due to illness and his absence is excused.

Mayor Jim Slowik	Paul Schmidt, City Administrator
Six members of the Council,	Margery Hite, City Attorney
Rick Almberg	Ray Merrill, Battalion Chief
James M. Campbell	Cathy Rosen, Public Works Director
Danny Paggao, Mayor Pro Tem	Rick Wallace, Chief of Police
Scott Dudley	Doug Merriman, Finance Director
Bob Severns	Cac Kamak, Senior Planner
Beth Munns	Eric Johnston, City Engineer
	Mike McIntyre, Senior Services Director
	Mack Funk, Harbormaster
	Renee Recker, Executive Assistant

Councilmember Almberg made a motion to delete Item 3(e) from the Consent Agenda as the event had already occurred. The motion was seconded by Councilmember Severns and carried unanimously.

MINUTES

MOTION: COUNCILMEMBER CAMPBELL MOVED TO APPROVE THE JUNE 15, 2010 REGULAR MEETING MINUTES. THE MOTION WAS SECONDED BY COUNCILMEMBER MUNNS AND CARRIED UNANIMOUSLY.

NON-ACTION COUNCIL ITEMS

Proclamation – Christmas in July

Councilmember Munns read the Proclamation urging all citizens of Oak Harbor to support North Whidbey Help House and its effort to provide assistance to those in need. Executive Director Jean Weiman received the Proclamation on behalf of Help House. She introduced

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Board Members Linda Wasinger, Becky King, Jo Balda and Rosemary Morrison Ms. Weiman advised the Help House is one of few in the State that operate year round. It was noted Councilmember Munns is also a member of the Board of Directors.

Public Comments

Darrell Wallen, 455 SE Barrington, Oak Harbor – Mr. Wallen requested permission to turn his water off so he can repair some leaks. Mayor Slowik advised him to contact the Utilities Department.

Helen Chatfield-Weeks, 1415 SE 9th Street, Oak Harbor – Ms. Chatfield-Weeks gave public thanks to the Oak Harbor Chamber of Commerce for the 4th of July events.

Mayor Slowik agreed and added his thanks to the City of Oak Harbor and the Rotary Club as well.

Dana Conklin, 32959 SR 20, Oak Harbor – Ms. Conklin read a letter into the record on behalf of Joel Douglas regarding a request the City Council approve the City of Oak Harbor to complete and submit a 2011 Supplemental Capital Budget Request Form to the State of Washington on behalf of Harbor Lands LP. The letter is attached as Exhibit A.

Mel Vance, Post Office Box 2882, Oak Harbor – Mr. Vance reminded Council and members of the public of the dangers of heat exhaustion and heatstroke.

Consent Agenda:

A. Noise Permit – Oak Harbor Rotary Car Show.
B. Noise Permit – Island Classic Mustang Club.
C. Noise Permit – North Whidbey Sunrise Rotary – Challenge Series.
D. Noise Permit – Fidalgo Merchant's Association – Pig Roast.
E. ~~Noise Permit – Living Faith Christian Center~~.
F. Noise Permit – NOPF Whidbey Island.
G. Appointment – Community Police Advisory Board – Ethelinda Larcena.
H. Appointment – Community Police Advisory Board – Jo Balda.
I. Disposition of RTPO Grant.
J. Fuel Island Upgrade Equipment Purchase.
K. Authorization to Solicit Bids – Scenic Heights Trailhead.
L. Approval of Accounts Payable Vouchers (Pay Bills).

MOTION: Councilmember Munns moved to approve the Consent Agenda as presented [less Item E as previously deleted] with Item L paying accounts payable check numbers 141985-141991 in the amount of $76,388.91, accounts payable check numbers 141978-141984 in the amount of $502.05, accounts payable check

numbers 141992-142129 in the amount of $947,298.42 and payroll check numbers 93903-93963 in the amount of $1,023,834.47. The motion was seconded by Councilmember Severns and carried unanimously.

Mayor Slowik thanked Ethelina Larcena and Jo Balda for their willingness to serve on the Community Police Advisory Board.

Recognition and Resolution – Wellness Committee

City Administrator Schmidt presented this agenda bill which includes a Resolution expressing appreciation and recognizing the City of Oak Harbor's Wellness Committee for their dedication and hard work. Wellness Committee members Dina Nichols, Lisa Bebee, Kim Perrine and Tim Shelly accepted their AWC Certificates of Appreciation.

Mayor Slowik opened the meeting to public comment. Helen Chapman-Weeks cheered for the Committee.

MOTION: Councilmember Severns made a motion to approve the Resolution, which was seconded by Councilmember Munns and carried unanimously.

Mayor Slowik called for a short break so Council could express their appreciation to the Committee.

Councilmember Campbell noted a discrepancy between the wording of Consent Agenda Item 3(j) and the associated Agenda Bill.

MOTION: Councilmember Campbell made a motion to correct the vote to match the description between the two items. The motion was seconded by Almberg and carried unanimously. (The approved action was to authorize staff to proceed with advertisement of the Fuel Island Upgrade Project for competitive bidding).

Public Hearing – Ordinance to Amend 2009-2010 Biennial Budget

Finance Director Merriman presented this agenda bill which advised the Council the Finance Department has completed their final review of the budgetary requirements for fiscal year 2010. He added the purpose of the review was to re-examine the current cost of operations, special projects labor costs, projects needing expenditure authority carried over from 2009, and other city functions that may require a budget amendment due to changes that may have occurred since the 2009-2010 budget was originally projected in the fall of 2008. He added the budget amendment is required to amend the 2010 budget to change the Beginning Fund Balance figures from those estimated in August of 2008 to the actual balances on hand on January 1, 2010. Mr.

Merriman advised there are two additional operational items that require a budget amendment to 2010: 1) The Fire Department has obtained a State Homeland Security Grant for 2010 after the current budget was adopted. As a result, General Fund #001 requires an increase in budget authority to recognize receipt and expenditure of the grant funds; and 2) the Engineering Department was moved to the Public Works Facility in 2009. The amendment incorporates the necessary budget adjustments to move the department from General Fund #001 to Facilities Fund #510.

Mayor Slowik opened the public hearing for comment.

There being none the hearing was closed.

Finance Director Merriman addressed questions of Council regarding the need for possible further amendments and the Pier Construction Fund.

MOTION: Councilmember Almberg made a motion to adopt the Ordinance adjusting the 2009-2010 Biennial Budget to appropriate and encumber additional resources to reconcile 2010 estimated beginning fund balances to actual resources on hand as of January 1, 2010, and to reflect any increases in appropriation authority necessary to meet operational projects not previously included in the 2009-2010 budget. The motion was seconded by Councilmember Munns and carried unanimously.

Public Hearing and Final Consideration, Ordinance Amendment – Change to Monthly Utility Billing

Finance Director Merriman presented this agenda bill, explaining the ordinance will update the City's utility bill and collection procedures in accordance with recent changes in State law and to simplify current notification procedures for delinquent accounts. He reviewed the specific ordinance amendments and reviewed when the monthly billing will take effect in each section of town.

Mayor Slowik opened the public hearing for comment.

Mel Vance, Post Office Box 2882, Oak Harbor – Mr. Vance advised Council he is looking forward to the change, noting it will make household budgeting easier for residents.

There being no further public comment, the hearing was closed

Finance Director Merriman addressed comments and questions of Council and added the residents will be advised again of the change by way of a informational flyer.

MOTION: A motion was made by Councilmember Munns to adopt the Ordinance amending Oak Harbor Municipal Code Chapter 3.95 entitled "Utility Billing and Collection Procedures". The motion was seconded by Councilmember Campbell and carried unanimously.

Authorization to Solicit Bids – Marina Dredging

City Administrator Schmidt presented the agenda bill, noting the purpose of the discussion is to seek City Council authorization to advertise the Oak Harbor Marina Redevelopment Project, Phase 2, Dredging project for competitive bidding.

Mr. Schmidt gave a power point presentation, attached as Exhibit B, which reviewed the Council's action regarding this project to date, the tentative project schedule, construction and non-construction costs, the dredging areas site plan, the project bid approach, estimated dredging costs, project funding, and moorage rates. Mr. Schmidt noted the Oak Harbor Marina Redevelopment Plan adopted by Council in 2006 proposed the dredging of the entire marina as part of its complete reconstruction. However, funding limitations indicated phasing of the project was necessary as the estimated cost for dredging of the entire marina exceeds the estimated revenue generating capacity of the Marina. He added completion of other improvements such as float reconstruction, additional electrical service upgrades, etc. will take place in the future as funding permits. He added the priority of the project is to look first at preservation of the marina facility then its functionality. Mr. Schmidt added the resources available for this phase of the project are 1.5 million. He noted that should the bids come in lower than expected there is a possibility that additional dredging may be able to take place in other strategic portions of Bid Additive 2. Mr. Schmidt discussed environment permitting, moorage fees, comparable marinas and dredging methods.

Mr. Schmidt introduced Reid Middleton Waterfront Group Director, Shannon Kinsella, PE, to the Mayor, Council and members of the audience. Ms. Kinsella concurred with Mr. Schmidt's presentation, adding the focus of the proposed dredging area is near the shore, which is critical for the entire marina. She added she agrees with the staff recommended action.

Finance Director Merriman discussed the current bond market rates and the requirement that should a bond be issued, an accompanying reserve account for the bond would have to be established and held during the time of issue.

Mayor Slowik opened the meeting to public comment.

Harbormaster Funk introduced Marina Advisory Board Committee members Dave French and Rip Harbor and Marina customer Dr. Byron Skubi.

David French, 636 W Wanamaker Road, Oak Harbor – Mr. French advised the Council the Committee has been considering this project for a long time and added the proposed dredging amount is the minimum and it is a necessary project. He asked the Council to keep the schedule in mind, especially the permitting deadlines.

Byron Skubi, 1279 W Penn Cove Road, Oak Harbor – Dr. Skubi showed photographs to the Council of low tide, bottomed out floats and damage to Dock C. He noted he has been a tenant at the Marina for 30 years and he would like to see a more aggressive dredging project.

Mel Vance, Post Office Box 2882, Oak Harbor – Mr. Vance encouraged the Council to include language in the contract that would provide the flexibility to add more dredging area should the bid come in low enough to enable additional work.

Rip Harbor, 1053 SW Fleet Street, Oak Harbor – Mr. Harbor agreed with the need for the dredging project and would like to see the entire area included. Mr. Harbor added he does understand the funding restrictions and would encourage the Council to dredge as much as possible.

Larry Munns, 633 SW Waterloo Avenue, Oak Harbor – Mr. Munns thanked the City for their efforts in moving this project forward. He echoed Dr. Skubi's feelings regarding increasing the dredge area. He added the Marina is more than just boat occupancy as youth sailing and dragon boats also use the facility. He asked the Council to consider funding the project not strictly by the boat owners.

There were no other comments.

Council and staff discussion followed regarding mitigation fees, the need to stay competitive in the City's moorage rates, the bid documents and project description.

Ms. Kinsella noted the bid documents would contain a provision for additional dredging in specific areas in Additive Bid 2 on a per cubic yard basis.

Further discussion followed regarding the impact on the shipping lane during the project, impact to the dock and current customers, the need to relocate boats around the Marina during the project, permit expiration dates, equipment that will be used for the project, sedimentation rates and the reasons for variations in those rates, bond rates and various bond time periods.

City Administrator Schmidt discussed the need to preserve the Marina and to look at key areas in Bid Additive 2. He added there is currently a waiting list for larger boats and discussed the possibility of adding a new deeper water dock.

Ms. Kinsella discussed the dredging process and dredging areas. Mr. Schmidt discussed cost and the fact that Additive Bid 2 is more about function than preservation. He discussed moorage rates and the fact the marina is an enterprise operation and the marina survives on what they generate for revenue. He added if the Council chooses to add Additive Bid 2 it is unknown what the impact will be with the customers. In response to a question regarding utilizing funding from the City's General Fund, Mr. Merriman advised it can be done legally however, the Marina's prioritization would have to be determined compared to other obligations funded by the General Fund such as public safety departments.

Councilmember Dudley discussed the possibility of asking for two separate bids – one as recommended by staff and one for the entire project. He discussed the importance of taking advantage of having all permitting in place and low interest rates.

Ms. Kinsella recommended that the Council only put out to bid what it can afford. She added that contractors would wonder about the accuracy of the bid request proposal and may not submit their best bid.

MOTION: Councilmember Dudley made a motion to authorize staff to advertise for the Base Bid and Bid Additive 1 with the inclusion of critical areas in Bid Additive 2 and to advertise for a second bid to include the entire area.

The Council took a short break.

Councilmember Munns asked Harbormaster Funk how long the Marina's waiting list is and the associated lineal footage of those boats on the list. Harbormaster Funk reviewed the statistics. Discussion followed regarding the different docks and what effects low tide has on the various docks and types of boats. Mr. Funk noted power boat owners don't need as much draft as a sail boat owner. Ms. Munns discussed money saving ideas during the dredging project by moving boats to different docks.

Ms. Kinsella discussed project timing specifics including how the contract would be written to best accommodate moorage customers.

Finance Director Merriman addressed questions regarding General Fund and Marina Enterprise Fund Reserve amounts. He added the General Fund does not have the capacity to loan funds to the Marina Enterprise Fund.

City Attorney Hite advised that Councilmember Munns does not have a conflict of interest in discussing the marina project as there is no entitlement to the slip as a customer.

Discussion continued regarding the upcoming budget cycle, budget prioritization, DNR leasing, the current vacancy rate for permanent moorage, sedimentation rates and when the City may have to dredge again.

Mayor Slowik asked City Administrator Schmidt if he had a comment on Councilmember Dudley's motion. Mr. Schmidt noted during the break Ms. Kinsella mentioned another bid option could be to go with the Base Bid, Additive Bid 1, the whole of Additive Bid 2 in cubic yards and if the price comes out to much for all of Additive Bid 2, just use the cubic yard price to pay for what is affordable.

Mayor Slowik called the Council's attention back to Councilmember Dudley's motion. Councilmember Munns seconded the motion and noted it appears there is now a possibility to get multiple bids.

Councilmember Campbell called for the question on Councilmember Dudley's motion – noting he had not seen a past practice of allowing staff to comment on a motion.

The motion was repeated as follows: Authorize staff to advertise for the Base Bid and Bid Additive 1 with the inclusion of critical areas in Bid Additive 2 and to advertise for a second bid to include the entire area.

Councilmember Almberg made a friendly amendment to the motion to authorize the Mayor to authorize staff to advertise for the Base Bid plus Bid Additive 1 and critical areas in Bid Additive 2 based on unit prices. The motion was seconded by Councilmember Campbell.

Councilmember Campbell called for the question.

City Attorney Hite advised a 2/3rd vote is required to call for the question and discontinue further discussion.

The Council voted 4:2 to call for the question. (Munns and Dudley voted no).

The amended motion was accepted on a 5:1 vote (Dudley voted no).

City Attorney Hite advised it is necessary for Council to vote to authorize the mayor to sign the bid authorization as amended.

The Council voted 5:1 to allow the mayor to sign the bid authorization as amended.

Councilmember Dudley asked if the 2/3 vote requirement was for Councilmember's present or the total number of Councilmember's.

City Attorney Hite advised the requirement is for the Councilmember's present.

The Council took a short break.

Fairway Point Division 4 Final Plat

Senior Planner Kamak presented the agenda bill, noting the purpose of the item is to present the final plat for Fairway Point Division 4. During his presentation, Mr. Kamak reviewed the project information, background, preliminary plat requirements and developer's reimbursement agreement. Mr. Kamak noted the final plat is in conformance with the preliminary zoning and land use controls. He added approval of the final plat is recommended by staff.

Mayor Slowik opened the meeting for public comment.

Project applicant, Brian Gentry thanked the Council for their consideration of the project. He noted delays in the project had been at his request while he was working through some issues with nearby property owners. He added he is available for questions should any arise.

There were no further comments.

Council discussion followed regarding fire impact fees and transportation impact fees. It was noted fire impact fees have to be returned within six years if not used. City Engineer Johnston advised that transportation impact fees are set into a fund that is used for general traffic improvements within the City and those funds are cycled regularly. Finance Director Merriman noted the fire impact fees are truly an impact fee and the project has to in progess in order for them not to be returned.

MOTION: A motion was made by Councilmember Campbell to adopt Resolution 10-18 approving the Final Plat of Fairway Point Division 4 PRD. The motion was seconded by Councilmember Munns and carried unanimously.

MOTION: A motion was made by Councilmember Campbell to set August 4, 2010 as the date for final consideration of the PRD Overlay Zone for Fairway Point Division 4 PRD Ordinance. The motion was seconded by Councilmember Severns and carried unanimously.

Contract with PSE – Pioneer Way Utility Location

City Engineer Johnston presented the agenda bill, noting this item requests approval to issue a Notice to Proceed letter to Puget Sound Energy (PSE) for design work associated with the

relocation of overhead power lines and conversion to an underground distribution system. The agreement for the design work follows the Tariff G Schedule 74 issued by the Washington State Utility Commission to PSE for underground utility conversions. He added the estimated design cost for this agreement is $32,800.

Mayor Slowik opened the meeting to public comment.

Fred Henninger, 580 SE Ireland Street, Oak Harbor - Dr. Henninger expressed concern with the funding of this project and expressed his belief the occupants in the project area should bear the associated costs. He added there are other deserving projects in the City that should benefit from REET funding.

There were no further public comments.

Council discussion followed regarding funding options and the use of REET funding. Councilmember Dudley discussed the proper use of REET funding and capital projects.

MOTION: Councilmember Severns made a motion authorizing the Mayor to issue a Notice to Proceed to Puget Sound Energy for design work associated with the underground utility conversion as part of the Pioneer Way Street Improvements Project. The motion was seconded by Councilmember Almberg and carried on a 5:1 vote (Councilmember Dudley voted no).

Councilmember Campbell asked if the power will go to the property line. City Engineer Johnston advised the design will account for services to each individual customer. He added a special consultant will be hired by the City to see how the property owners will make the connection and will take care of that cost.

Introduction – Utility Policy/Rates Ordinance – Stormwater

Public Works Director Rosen presented the agenda bill. She advised the Council this ordinance amends Chapter 12.40 of the Oak Harbor Municipal Code entitled "Drainage Utility Charges". She added it establishes the criteria to be used in determining stormwater utility rates and establishes two classes of customers based on impervious surfaces. In addition, the ordinance also provides that the stormwater rates be used exclusively for stormwater regulation.

Ms. Rosen added the proposed ordinance will make two significant changes in the way stormwater services are determined. The first change increases the square footage of impervious surface for an equivalent residential unit from 2,500 to 3,300 square feet. This change is based on a recent Engineering Division study of the average impervious area on residential lots in the City. The second change involves phasing out the special rate that has been given to public benefit non-profit corporations and schools over a five year period.

Ms. Rosen noted the rates charged for stormwater service will be placed in the Storm Drain Fund to be used only for stormwater services.

Mayor Slowik opened the meeting to public comment.

Mel Vance, Post Office Box 2882, Oak Harbor - Mr. Vance stated every square foot carries water into the stormwater system. He expressed his belief that the rate should be based on the square footage of impervious surface and it should be phased in.

There was no further public comment

Councilmember Dudley asked if the City would be tying its hands if rates will be placed in the Storm Drain Fund only for stormwater services.

City Attorney Hite discussed the difference between a tax and a fee. She added if the charge goes to the General Fund it becomes more like a tax. She explained this is a fee for service and the service burdens the system.

MOTION: A motion was made by Mayor Pro Tem Paggao to introduce the Ordinance amending Chapter 12.40 of the Oak Harbor Municipal Code entitled "Drainage Utility Charges" and schedule a public hearing for August 4, 2010. The motion was seconded by Councilmember Campbell and carried unanimously.

Ordinance – 2010 Solid Waste Franchise

Public Works Director Rosen presented the agenda bill. She advised the ordinance under consideration grants the franchise required by RCW 35A.14.900 to Island Disposal and provides an additional three year term in satisfaction of any claim for "measurable damages". The annexed areas are Ordinance #1500 – Wright, Littke and Oak Harbor Church of Christ, Ordinance #1528 – Foreman and Ordinance #1557 – Gentry.

Mayor Slowik opened the meeting to public comment. There was none.

City Attorney Hite advised the Council this ordinance should be an introduction and should be set for public hearing on August 4, 2010.

MOTION: A motion was made by Councilmember Campbell to introduce the Ordinance granting a franchise for solid waste disposal services to Island Disposal for a period of ten (10) years in recently annexed portions of the City and schedule

a public hearing for August 4, 2010. The motion was seconded by Councilmember Dudley and carried unanimously.

City Administrator's Comments

Mr. Schmidt asked Public Works Director Rosen to give a brief report regarding thermal expansion. Ms. Rosen reviewed a brochure which was distributed to Council and advised them of a problem that may be experienced by some residents who live in areas that will be receiving a water service upgrade. Mr. Schmidt talked about an upcoming Council Workshop regarding the Wastewater Facilities Plan which will be held at City Hall from 6:00 p.m. to 8:00 p.m. on July 15, 2010.

Councilmembers' Comments

Standing Committee reports were given. Mayor Pro Tem Paggao reviewed the July 1, 2010 Public Works & Utilities Committee meeting agenda. Councilmember Campbell noted the next Government Services meeting will be held on July 13, 2010. Councilmember Severns reviewed the June 17, 2010 Public Safety Committee meeting agenda and noted the next meeting will be held July 15, 2010. Councilmember Munns advised she was re-elected to the AWC Board of Directors and encouraged the Council to go to the next regional meeting. She added AWC CEO Mike McCarty will be at City Hall on Wednesday, July 14th, 2010. Councilmember Campbell reported on his recent attendance at the AWC Annual Conference and said the sessions were good. He mentioned he is a member of the Island County 2% Tourist Board and they seldom mention Oak Harbor or the northern end of the island. Councilmember Munns complimented the City on the new banners and on a successful 4th of July.

Mayor's Comments

Mayor Slowik reminded Council and members of the audience the next City Council meeting will be on Wednesday, August 4th to accommodate National Night Out which will be held on Tuesday, August 3rd, 2010. He added Captain David will be leaving as the Commanding Officer of NASWI in early August and will be replaced by Captain Jay Johnston.

Adjourn

With no other business coming before Council, the meeting adjourned at 10:20 p.m.

_____

Karen Crouch
Deputy City Clerk

Exhibit A

USMail ✓ | FAX ✓ DELIVERY | EMAIL | OTHER

6 July 2010

City Council
City of Oak Harbor
865 SE Barrington Dr
Oak Harbor, WA 98277
(360) 279-4500 Fax (360) 279-4507

ATTN: Connie Wheeler / Karen Crouch

Dear City Council of Oak Harbor,

Harbor Lands LP owns 12.5 acres, more or less, of property on Highway 20, known as Thunder Ridge, which is part of the ACUZ and APZ zones. This property was materially affected by a moratorium and re-zone in 2005/06.

Harbor Lands LP is seeking to resolve the air rights easement with the Navy. The Navy is interested in applying for Federal funding if we can first present a committed funding partner. The State of Washington will begin its budgetary considerations and decisions beginning October 1, 2010 and we wish to and re-establish partial funding between the Navy and the State for this easement.

We request that the City Council approve the City of Oak Harbor to complete and submit the **2011 Supplemental Capital Budget Request Form** (attached) to the State of Washington Office of Financial Management on behalf of Harbor Lands LP in a timely fashion. They have indicated that this application must be submitted by a qualifying 501(c)(3)non-profit or municipality. Harbor Lands LP will provide the necessary information to the City as needed.

We hope that you will advise us as soon as possible of your intent or lack thereof to undertake this request. We have also submitted copies to the City Administrator Paul Schmidt.

Thank you sincerely, for your consideration in this matter.

Regards,

Joel Douglas

Enclosures:

(read into record by Dana Conklin at the regular Council meeting 6 July 2010.)

Coachman Inn
Grandview Business Center
Harbor Business Center

Harbor Lands Co.
Harbor Enterprises
Pacific Resources, Inc.

P.O. Box 4082
Bellingham, WA 98227
(360) 734-8191 734-2222
FAX (360) 647-9223

2011 Supplemental Capital Budget Request Form

Local or Community Project Information

This is not a formal grant program. *This form is used to collect information that may be used in evaluating requests for funding of local and community projects in Washington State's Capital Budget. Projects requests will be reviewed beginning* ***October 1, 2010.***

Requests for funding will only receive further consideration if they are made by a 501(c)3 non-profit organization in accordance with the United States Internal Revenue Code or by a local jurisdiction.

If the project receives funding, the following conditions will apply:

Prevailing wages will be required for all construction labor costs starting on the date the capital budget takes effect.

State funds will not be released until the non-state share of the project costs have been expended, or firmly committed, or both, in an amount sufficient to complete the project or a distinct phase of the project that is useable to the public for its intended purpose."

High performance building requirements (Chapter 39.35D RCW).
http://apps.leg.wa.gov/RCW/default.aspx?cite=39.35D

Executive Order 05-05 regarding Archeological and Cultural Resources.
(http://www.governor.wa.gov/execorders/eo_05-05.pdf)

This form contained drop-down fields and fields with limits on characters. Include additional information as a separate attachment.

This form must be returned in its original MS Word-version. Please contact Lucy Castillo at 360-902-3063 or Lucy.Castillo@ofm.wa.gov to return this form or obtain it an alternate format.

Project Title

Recipient Organization Information

Organization Description (Purpose, mission, etc.):

Is the organization a nonprofit organization with a current 501(c)3 Internal Revenue Service registration or a local jurisdiction? 501(c)3

Project Contact Information

NAME	
TITLE	
ORGANIZATION	
PHONE	
EMAIL	
STREET ADDRESS	
CITY	
COUNTY	
ZIP CODE	

Project Information

Project Description (Currently requested phase only if there are multiple phases. (*Limit to 100 characters)*:

Address of Project Site (if no address is available please send a map indicating location with form):
Street
City
Zip

Is the site owned, have an option to purchase, or under a long term lease of 10 years or more. No
(If the organization does not have control of the project site, either through ownership or an executed long-term lease (at least 10 years), all partners must sign and submit a letter of intent completed ***prior to July 1, 2010.)***

Is a US Green Building Council's Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ certification of Silver, or higher, being sought for the project? No

Describe any other factors that could affect the project and the project timelines? (Examples: environmental impact statements, permitting, site issues, and community opposition. Limit to 100 characters.)

Project components and phases (Select where the project is in development):
Conceptual Design

Funding Information

Total estimated project cost:

Funding Request:

PROJECT TYPE OR PHASE		START DATE	COMPLETION DATE	PERCENT OF REQUEST
Land Acquisition				
Demolition or Site Preparation				
Design				
New Construction				
Renovation				
Other	Provide Description			

Have previous phases of this project been completed? Yes

If yes, please describe:

If future phases of this project are not included in this request, describe:

a.) The future phases will include:

b.) Timelines for completion of the future phases:

c.) How will the remaining phases be funded:

Is this a joint project? No

If yes, has a joint operating agreement been signed?
(Additional documentation will be required prior to funding.)

Has the organization initiated a capital fundraising campaign? No

If yes,
What is the capital fundraising goal?
How much has been committed?
Describe timelines for fundraising goals:

Has the organization received previous state or federal funding for this project? No

If yes, When?
What program ?
Amount Received?

Has the organization previously applied for and **NOT** received state or federal funds for this project? No

If yes, When?
What program ?
Amount Requested?

Are there current applications or planned future applications for state or federal grants or loans? No

If yes, When?
What program ?
Amount of Request?
Status of Request?

What source(s) of non-state funds exist for the completion of the project and its ongoing maintenance and operations?

Economic Benefit

a. What is the public benefit?

b. What are the linkages to state services and clients?

What is the estimated number of construction jobs associated with this project?

Will this project promote or otherwise support jobs from related industries? No
If yes, please describe.

Is Tourism a potential outcome of this project? No
If yes, please describe.

Please send completed form and any attachments to Lucy Castillo at Lucy.Castillo@OFM.WA.GOV before September 1, 2010.

Exhibit B

Marina Dredging

Authorization to Solicit Bids

City Council

July 6, 2010

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Purpose

- Authorization to advertise Oak Harbor Marina Redevelopment Project, Phase 2, Dredging project for competitive bidding.

Summary Statement

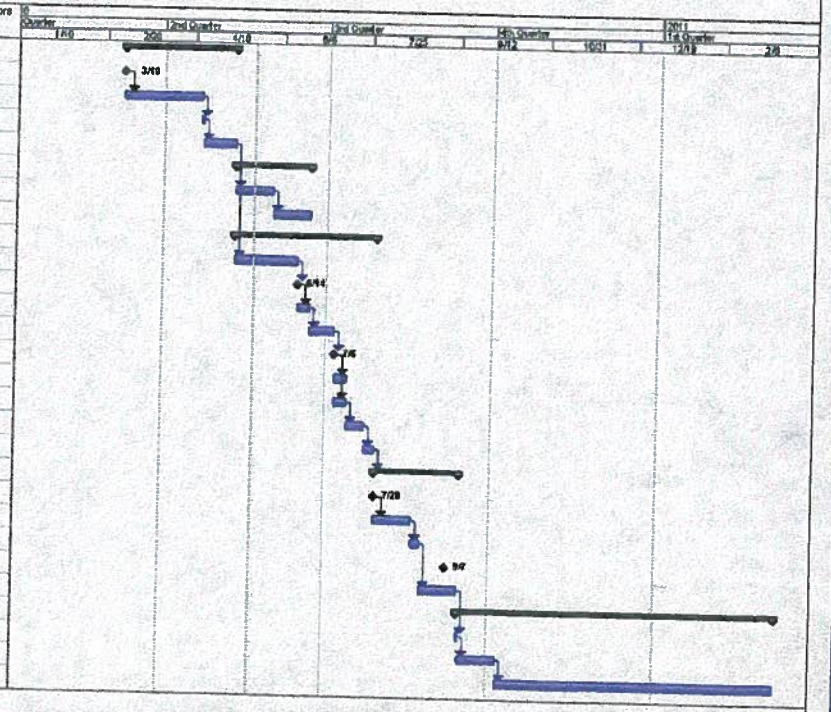
- City Council approved contract with Reid Middleton on Dec. 15, 2009 for dredging design and construction administrative services.
- Design work currently at the 60% complete level.
- Tentative schedule: (based on schedule presented to City Council in Dec. '09 and permit timeframes)
  - Late July 2010 – Design work complete.
  - July 28, 2010 – Advertise bid.
  - September 7, 2010 – Award construction contract.

Preliminary Dredging Schedule

City of Oak Harbor
Oak Harbor Marina Redevelopment Phase 2
Dredging
Preliminary Schedule

Fri 5/21/10

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Determine Dredge Scope for Design Docs**	**44 days**	**Wed 3/10/10**	**Mon 5/10/10**	
2	Meet with City to discuss draft options	0 days	Wed 3/10/10	Wed 3/10/10	
3	City Review and Discussions	31 days	Wed 3/10/10	Wed 4/21/10	2
4	Memo on phased dredging	1 day	Thu 4/22/10	Thu 4/22/10	3
5	City Decision on Dredge Scope to Include	12 days	Fri 4/23/10	Mon 5/10/10	4
6	**Permit Discussions on Mitigation**	**30 days**	**Tue 5/11/10**	**Mon 6/21/10**	
7	Discussions with agencies	15 days	Tue 5/11/10	Mon 5/31/10	5
8	Finalize mitigation requirements	15 days	Tue 6/1/10	Mon 6/21/10	7
9	**Preparation of Design Documents**	**57 days**	**Tue 5/11/10**	**Wed 7/28/10**	
10	Prepare 60% design documents	25 days	Tue 5/11/10	Mon 6/14/10	5
11	Submit 60% Documents to City & Pentec	0 days	Mon 6/14/10	Mon 6/14/10	10
12	City Review 60% Documents	5 days	Tue 6/15/10	Mon 6/21/10	11
13	Prepare 100% design documents	10 days	Tue 6/22/10	Mon 7/5/10	12
14	Submit 100% Documents to City	0 days	Mon 7/5/10	Mon 7/5/10	13
15	City Review 100% Documents	5 days	Tue 7/6/10	Mon 7/12/10	14
16	City Finalize Decision on Bid Additives	5 days	Tue 7/6/10	Mon 7/12/10	14
17	Prepare Final design documents	8 days	Tue 7/13/10	Thu 7/22/10	16
18	Copy Plan Sets for Distribution	4 days	Fri 7/23/10	Wed 7/28/10	17
20	**Advertise and Bid**	**33 days**	**Wed 7/28/10**	**Mon 9/13/10**	**18**
21	Advertise for Bid	0 days	Wed 7/28/10	Wed 7/28/10	
22	Bidding Period	3 wks	Thu 7/29/10	Wed 8/18/10	20
23	Review of Project Bids	3 days	Thu 8/19/10	Mon 8/23/10	21
24	City Council Review of Recommended Bid	0 days	Tue 9/7/10	Tue 9/7/10	
25	Project Award, Insurance, Bond	3 wks	Tue 8/24/10	Mon 9/13/10	22
26	**Construction**	**126 days**	**Tue 9/14/10**	**Tue 3/8/11**	
27	NTP	1 day	Tue 9/14/10	Tue 9/14/10	24
28	Submittals	15 days	Wed 9/15/10	Tue 10/5/10	26
29	Construction (inwater complete by 2/15)	110 days	Wed 10/6/10	Tue 3/8/11	27



Project: Oak Harbor Marina Dredge Sc
Date: Fri 5/21/10

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

Page 1

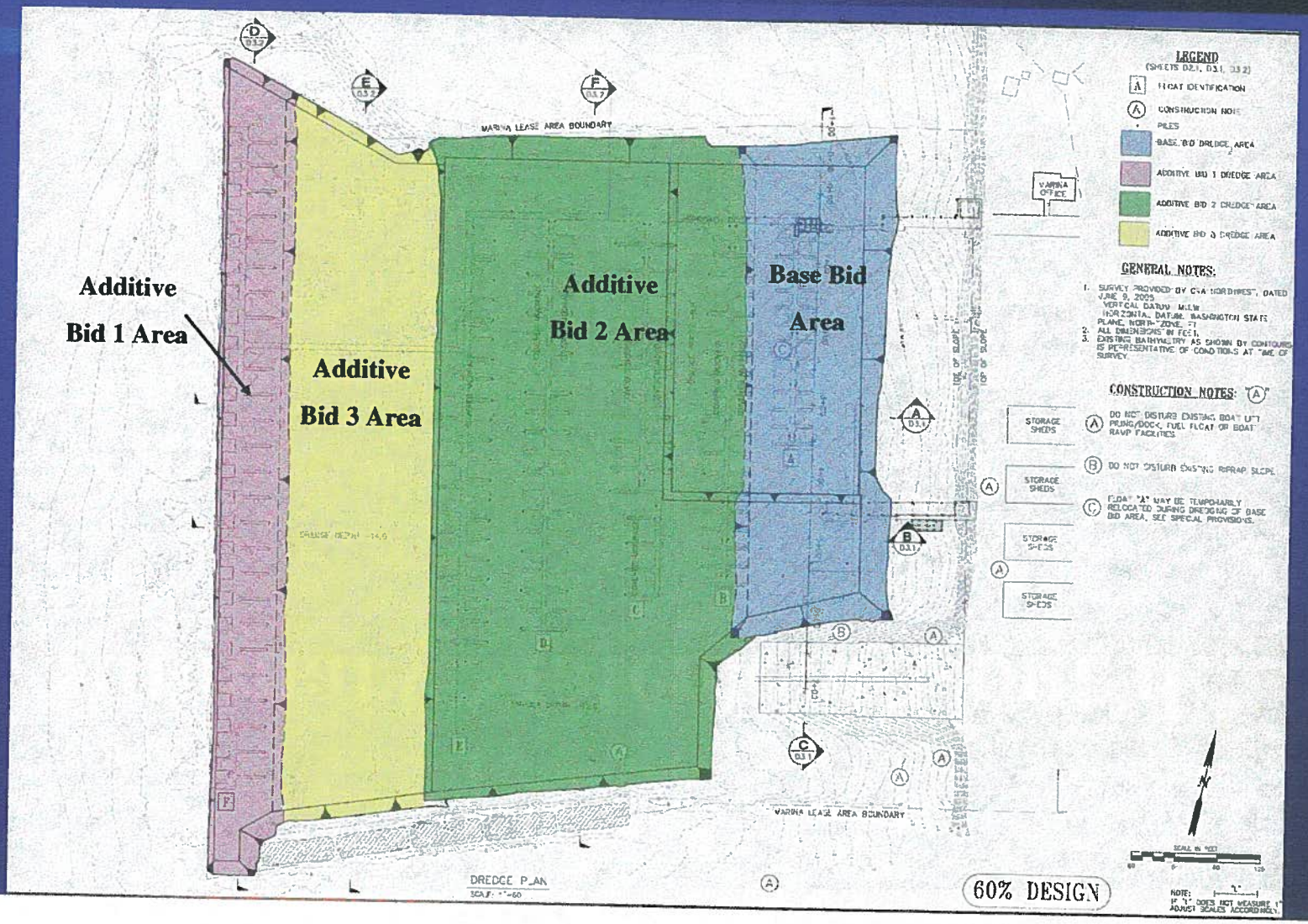
24

Summary Statement Cont'd…

- Base bid and 3 additive bids.
- Engineer's estimate for the construction project cost (including environmental mitigation) is $3,995,000.
- There are additional, non-construction costs.

B

Dredging Areas Site Plan



Project Bid Approach

- Bid documents are designed with a Base Bid and 3 additive bids.
- Bids are structured to provide the City Council flexibility in choosing portions to be advertised for bid and/or awarded for construction.
- Bid approach is flexible because of estimated costs by area and probability that costs will exceed Marina's capability to fund complete dredging project.

Estimated Dredging Costs

Base Bid: Nearshore Area dredging plus mitigation	**Additive Bid 1:** Breakwater Area dredging	**Additive Bid 2:** Floats B, C, D, E Area dredging	**Additive Bid 3:** Fairway between Breakwater and E Area dredging	**Project Cost (estimate)**
$730,000 (dredging) $342,000 (mitigation) Subtotal: $1,072,000	$442,000	$1,990,000	$491,000	$3,995,000

Project Funding Approach

- New rates for the marina approved by City Council on December 15, 2009.
- At that time, a funding concept utilizing a separate fee for the dredging project was presented.
- Fee is calculated as a function of:
  1. Project cost
  2. Total lineal footage of slip space
  3. Occupancy rate of the Marina

Marina Dredging Funding - Fee Estimate

Project Item	Base Bid Cost	Base Bid Plus Additive Bid 1	Base Bid Plus Additive Bid 2	Base Bid Plus Additive Bid 3
Dredging & mitigation	1072000	1514000	3504000	3995000
Mitgation payment	50000	50000	50000	50000
Design & const. admin.	145322	145322	145322	145322
DNR dredge spoils disposal fee	10620	6300	28192	16875
Sub-total	1277942	1715622	3727514	4207197
Marina offset	-50000	-50000	-50000	-50000
Project total	**1227942**	**1665622**	**3677514**	**4157197**
Estimated bond amount (includes reserve, interest and insurance)	1,387,574	1,882,153	4,155,591	4697632.61
Annual payment (20-years @4.01% interest)	101537	137728	304088	343752

Monthly fee calculation

Total lineal feet of slip = 13,367 lf
74% occupancy rate
13,367 lf * (74%) = 9892 lf of occupied slip space
Annual payment / occupied slip space = per lineal foot annual payment
Per lineal foot annual payment / 12 months = per lineal foot monthly payment

Per lineal foot annual payment	10.26455722	13.92317024	30.74080065	34.75050546
Per lineal foot monthly payment	0.855379768	1.160264187	2.561733387	2.895875455
	$0.86	**$1.16**	**$2.56**	**$2.89**

Project Funding Approach

- Dredging fee estimate based on 74% occupancy rate (avg of last 5 yrs).
- If fee is implemented, the total monthly fee (moorage fee) for customers is:

  existing rate + dredging fee

Draft 2010 Moorage Rates Comparison

With Estimated Dredging Fees

	24 foot		28 foot		32 foot		36 foot		40 foot		50 foot		60 foot
	Open	Cov	Open	Cov	Open	Cov	Open	Cov	Open	Cov	Open	Cov	Open
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
Everett*	5.97	N/A	5.97	8.63	7.04	9.77	7.61	11.34	8.16	12.11	10.06	12.89	10.06
Kingston	4.70	N/A	4.70	N/A	4.70	7.05	4.70	7.05	4.70	7.05	4.70	7.05	
La Conner*	N/A	N/A	N/A	7.50	5.72	7.50	6.05	10.16	6.51	11.51	7.52	13.21	8.64
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
Average (*)	5.93	N/A	5.93	8.07	6.33	8.64	6.63	10.75	7.10	11.81	8.20	13.05	8.72
OH 2010	4.82	6.59	5.22	7.00	5.32	7.42	5.59	8.30	5.59	8.78	6.02	9.28	6.02
Difference	1.11		0.71	1.07	1.01	1.22	1.04	2.45	1.51	3.03	2.18	3.77	2.70
% of Average	81.3%		88.0%	86.8%	84.0%	85.9%	84.3%	77.2%	78.8%	74.3%	73.4%	71.1%	69.1%

Average (*)	5.93	N/A	5.93	8.07	6.33	8.64	6.66	10.70	7.10	11.81	8.20	13.05	8.72
OH 2010 fee + dredging fee ($0.86)													
0.86	5.68	7.45	6.08	7.86	6.18	8.28	6.45	9.16	6.45	9.64	6.88	10.14	6.88
Difference	0.25		-0.15	0.21	0.15	0.36	0.21	1.54	0.65	2.17	1.32	2.91	1.84
% of Average	95.8		102.5	97.4	97.6	95.8	96.8	85.6	90.8	81.6	83.9	77.7	78.9

Average(*)	5.93	N/A	5.93	8.07	6.33	8.64	6.66	10.70	7.10	11.81	8.20	13.05	8.72
OH 2010 fee + dredging fee ($1.16)													
1.16	5.98		6.38	8.16	6.48	8.58	6.75	9.46	6.75	9.94	7.18	10.44	7.18
Difference	-0.05		-0.45	-0.09	-0.15	0.06	-0.09	1.24	0.35	1.87	1.02	2.61	1.54
% of Average	100.8		107.6	101.1	102.4	99.3	101.4	88.4	95.1	84.2	87.6	80.0	82.3

Average(*)	5.93	N/A	5.93	8.07	6.33	8.64	6.66	10.70	7.10	11.81	8.20	13.05	8.72
OH 2010 fee + dredging fee ($2.56)													
2.56	7.38		7.78	9.56	7.88	9.98	8.15	10.86	8.15	11.34	8.58	11.84	8.58
Difference	-1.45		-1.85	-1.49	-1.55	-1.34	-1.49	-0.16	-1.05	0.47	-0.38	1.21	0.14
% of Average	124.5		131.2	118.5	124.5	115.5	122.4	101.5	114.8	96.0	104.6	90.7	98.4

Average(*)	5.93	N/A	5.93	8.07	6.33	8.64	6.66	10.70	7.10	11.81	8.20	13.05	8.72
OH 2010 fee + dredging fee ($2.89)													
2.89	7.71		8.11	9.89	8.21	10.31	8.48	11.19	8.48	11.67	8.91	12.17	8.91
Difference	-1.78		-2.18	-1.82	-1.88	-1.67	-1.82	-0.49	-1.38	0.14	-0.71	0.88	-0.19
% of Average	130.0		136.8	122.6	129.7	119.3	127.3	104.6	119.4	98.8	108.7	93.3	102.2

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2010 Moorage Rates Comparison

- Total moorage fee of Oak Harbor (including funding for operations and cost of Base Bid) would be less than average fee of competition.
- Base Bid + Additive Bid 1 would exceed avg. fee in some slip categories
- Base Bid + Additive Bid 2 or 3 would significantly exceed avg. fee in most slip categories

Conclusion

- Redevelopment Plan adopted in 2006 proposed dredging of the entire Marina as part of complete redevelopment.
- Funding limitations indicated phasing of the project was necessary.
- Dredging is Phase 2 of the project.
- Other improvements will take place in the future as funding permits.

Conclusion Cont'd…

- The estimated cost for dredging of the entire marina exceeds the estimated revenue generating capacity of the Marina.
- Staff recommends the City Council authorize advertising the Base Bid and Additive Bid 1 for competitive bidding.

Recommended Action:

1. Authorize staff to advertise the Marina Redevelopment Project Phase 2, Dredging, Base Bid and Base Bid plus Bid Additive 1 for competitive bidding.

City Council Special Meeting
Thursday, July 15, 2010, 6:00 p.m.
Workshop – Wastewater Facilities Plan
City Hall – Council Chambers

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

ROLL CALL

Six members of the Council:
Rick Almberg
Jim Campbell
Scott Dudley
Beth Munns
Jim Palmer
Danny Paggao, Mayor Pro Tem

Paul Schmidt, City Administrator
Margery Hite, City Attorney
Cathy Rosen, Public Works Director
Eric Johnston, City Engineer
Steve Bebee, Operations Manager, Storm Drain/Wastewater
Larry Michaels, Wastewater Treatment Plant Supervisor
Renée Recker, Executive Assistant to the Mayor

Bob Severns was absent and formally excused from this meeting.

PRESENTATION AND DISCUSSION

City Engineer, Eric Johnson introduced Brian Matson, P.E., Carollo Engineers, who is the lead engineer for this project. A PowerPoint presentation was shown and narrated by Mr. Johnston and Mr. Matson and is attached to these minutes as Exhibit A. Mr. Johnston focused on the history of the wastewater facilities plan project and Mr. Matson talked about the scope of services summary. The scope of services is very applicable to the City's mission statement regarding this project and tightly connected to regulatory requirements.

Highlights of the presentation included:

- History and Background
- Project Need
- Project Goals
- Project Process
- Project Scope
- Project Cost
- Next Steps

The WWTP Preliminary Engineering and Facilities Plan – Draft Scope of Services summary is attached to these minutes as Exhibit B. The summary includes:

- Tasks 100 through 900
    1. 100 – Project Management
    2. 200 – Preliminary Alternatives Development and Screening
    3. 300 – Final Alternatives Development and Screening
    4. 400 – Outfall Evaluation
    5. 500 – Reuse Opportunities
    6. 600 – Facilities Plan

7. 700 – Environmental Review and Documentation
8. 800 – Public Process Support
9. 900 – Management Reserve

- Background and Scope of Services with a breakout of sub-tasks
- Level of Effort (Hours, Costs) Summary

Council Discussion and Questions

Mayor Slowik: With Task 400, the Outfall Evaluation, do you commonly find an outfall with the amount of disrepair that we have here?

Mr. Matson: With the 60-year age of the outfall(s) in a marine environment, this would not be unusual. The scope of services will define how the discharge is used - irrigation, groundwater, habitat restoration, the bay.

Councilmember Campbell: Could the discharged water be clean enough to wash the Navy's planes?

Mr. Matson: Yes.

Mr. Matson: An upfront selection of a single site would eliminate Tasks 200, 300, and 800 and their sizable percentages of the scope. You go into the process knowing what you want the answer to be. 39 percent of the scope's effort is dedicated to Tasks 200 and 300 alone – Alternatives Development; Tasks 600 and 700 – Final Facilities Plan and Environmental Documentation make up 22 percent of the scope; and Task 800 – Public Process Support takes 15 percent of the scope. At least 50 percent of the scope is associated with typical, but rigorous evaluation of alternatives and the site.

Councilmember Palmer: Does the summary slide indicate budgetary costs and percentage totals in today's dollars or is an inflationary increase factored in?

Mr. Matson: With costs analysis, alternatives are compared on a relative cost basis and then projected to midpoint. In the last two or three years, escalation has been flat. These costs are consistent with costs of similar projects in today's dollars.

Councilmember Almberg: The preliminary design evaluation is 1 percent of capital facility costs. What is the typical total cost of engineering and design on a $60 - $70 million project?

Mr. Matson: Those costs are trended by ASCE and there are curves that show typical costs; roughly 13 percent or $8 million.

Councilmember Almberg: Does this include preplanning?

Mr. Matson: No, those are outside of these costs. Design to start up is in the 15 percent range of total project costs.

Councilmember Campbell: When the choice of what and where we are going to build is before Council, I would like to see all of the good and bad points of every choice. This is a good plan, though.

Mr. Matson: That is what we do.

Mr. Johnston: That is exactly this purpose. It is important that City Council and our ratepayers understand these decisions.

Councilmember Dudley: What does scenario number two of the scope provide us?

Mr. Matson: Scenario two doesn't suppose a particular site and would identify all potential sites and treatment alternatives which can be closely coupled. A matrix is created and then narrowed to four alternatives. The public is usually concerned with

costs and visual aesthetics. Scenario number one focuses the evaluation of alternatives on a single site. Scenario number one is less rigorous.
Councilmember Dudley: How would doing this project exceptionally well impact the costs of the facilities plan?
Mr. Matson: The analysis would remain pretty much the same but the impact would be to construction costs. We need to achieve future requirements.
Councilmember Dudley to Mr. Johnston: There doesn't seem to be much in cost negotiations with Carollo Engineers.
Mr. Johnston: Negotiations are the level of effort to do this project. Is the scope matching what we are trying to accomplish and does it reflect our goals. We have verified that fees are consistent. We are not talking about specific hourly rates. Negotiation is negotiation of the scope of work for this project.
Mayor Slowik: (Using an automobile sales analogy) We are a customer, we want to buy, but we want to make an offer. Can we do that with Carollo Engineers?
Mr. Johnston: Yes, but the scope of work would change.
Councilmember Dudley: I've calculated $170 per hour; doesn't this faze you?
Mr. Johnston: Yes, but engineers are worth this amount.
Councilmember Dudley: We were looking at $500,000 a year ago and now it is close to $1.1 million. What has changed?
Mr. Johnston: An excellent question. The City's budget is based on a two-year budget and we are now looking at 2012. In the summer of 2008 we looked at a project to start in 2010 and relied on planning documents to that point which was information from 2007's Comp Plan. Changes to the lagoon facility and major issues with our outfalls at the RBC and Crescent Harbor sites were not the case in 2007. We now need to look at this existing location and outfall. Our concept of the project and circumstances have changed. Simply doing the project at the lagoon site would fall within the $500,000 range. However, the Department of Ecology is developing a process that will become regulation. Things have changed – DOE regulations, the Puget Sound Partnership, the health of Puget Sound. We want to set a goal for ourselves and we did set a high goal.
Councilmember Dudley: With these high goals, can we receive federal funding?
Mr. Johnston: Part of the facility plan process addresses when goals are implemented. Setting high goals makes us more competitive. Using the bare minimum keeps you with everyone else. Higher goals are better for the environment and attractive to other funding sources.
Councilmember Dudley: Do we have a list of what other municipalities have done?
Mr. Johnston: I would invite Council to see the City of Blaine. They went through a very similar process and, as a waterfront community, it is similar to Oak Harbor. The Cities of Carnation, Duvall, and Concrete are producing target water quality which is not unique to Washington. East coast communities are reaching the same goal; this is not far-reaching or unachievable.
Councilmember Dudley: But for the facilities plan, is there a list of municipalities that have paid $1.1 million?
Mayor Slowik to Councilmember Dudley: You can cut back the three bar graph alternatives in the summary slide – planning level of effort varies with the number of alternatives and sites evaluated.
Councilmember Almberg: On a scale of 1 to 10 with number 1 being highly unlikely, what is the chance that lagoon will have to be abandoned?

Mr. Matson: That is a difficult question. The issues associated with the compatibility of a treatment plant in that environment are less about technical issues and more environmental in nature.
Councilmember Almberg: It is important to know this rather than go that direction.
Mr. Matson: Given the challenges at the lagoon, the site may have significant disadvantages. We wouldn't chase an alternative that did not have merit. There is value in carrying it as a preliminary alternative since it is in tandem to the existing plan. Agencies will consider that and then ask why it would be abandoned. We will not invest effort on a site that has a significant number of disadvantages. There is an 80 percent chance of not building at that site due to environmental issues, but the site has substantial value to the City and may be considered as a component to the project. It can continue to provide service.
Mr. Johnston (Mr. Johnston agreed.) We are asked if the lagoon size can be increased. The Department of Ecology's regulations won't let that happen. The site is prone to flooding and the area was restored for saltwater salmon habitat. It would not be feasible to raise the lagoons above the flood level. Solids from the RBC plant are being composted into the lagoons. With a more mechanical system, the sludge has to be dealt with every day, not every year. The lagoon site would provide an interim opportunity to handle solids.
Mayor Slowik: We have a 30 year lease on that site with 5 additional acres. Makes sense for us to at least look at it.
Councilmember Munns: We need to think about the longevity of our existing plant and how this has worked out. I do not want to be short-sighted on this project; we must look at the long run. The cities that Mr. Johnston mentioned have already built their projects but Oak Harbor has its own topography and concerns. I want to stay ahead of the times; retrofitting is costly. I would like a 50 year plan rather than a 30 year plan. It will last longer and go farther. We have to plan for the future and as much longevity as we can get.
Councilmember Paggao: With Task 500 – Reuse Opportunities, on the maintenance side, instead of discharging into the bay could the design include the opportunity to process discharge into potable water. Also, one of the reuse opportunities is groundwater recharge, but when water is injected into the ground, we cannot recover it.
Mr. Matson: If that is an objective, we can develop that alternative. It would not likely have a cost benefit, though. In the northwest, there is a challenge for irrigation and habitat restoration. Treating water to a potable level is extremely expensive and energy intensive. Communities that do that have resource limitations on their water. For water rights issues, Task 500 is in place for that, too.
Councilmember Campbell: I think we are early with some of these questions and the engineers are answering on their past experience. There are too many unknowns from city to city. When will the first status report to Council happen?
Mr. Matson: City Council was a benchmark as we moved through the scope. There are a series of technical workshops with engineers and staff, then communication with the Navy, and then to City Council. Prior to each major decision, we come back to City Council.

Councilmember Campbell: Once a quarter then, maybe October?
Mr. Matson: Our schedule is roughly 18 months which would equate to once a quarter.
Councilmember Palmer: We need to move forward, but technology continues to change. There has to be a balance toward future use; technology changes.
Councilmember Dudley: What is the Navy base doing with their wastewater; can we team up and do a joint project?
Mr. Johnston: We treat the seaplane base's wastewater. Looking at the lagoon site, we need to consider how we would get the water from Crescent Harbor if the site is moved; would we then need a small satellite facility. There are other possibilities – share a site and treatment, re-pipe the system, re-pipe to Ault Field, as examples. It is important we continue this relationship with the Navy.
Councilmember Dudley: I want to be comfortable that we are not an anomaly at a cost of $1.1 million.
Mayor Slowik: I will ask for the comparisons to recent plants similar in price.
Mr. Matson: The process of developing costs is a series of steps beginning with the scope of service. There is probably only a handful, at best, of municipalities for comparison. The complexity of the task is not common. What is common is Carollo Engineer's service to clients that are similar to Oak Harbor. We have to be competitive or we would not be hired.
Mayor Slowik: There are not many places that have a Navy base as part of their city and that also complicates this process. Mayor Slowik asked City Attorney, Margery Hite and City Administrator, Paul Schmidt to comment.
Ms. Hite: With the alternative analysis, Mr. Matson is confident in its sufficiency at the middle area. It is useful to know this, necessary to do, and could be challengeable in court.
Mr Schmidt: I have been through this before and it is unnerving; the planning, the funding changes from past funding allocations. This is a valuable tool as much for the public as for the actual scope. It shows how well we will have researched and considered all of the possibilities starting with this juncture and finishing with flipping the switch on a new facility.

ADJOURN
Mayor Slowik adjourned the meeting at 7:35 p.m. and thanked everyone for attending.

_____
Connie T. Wheeler
City Clerk

Exhibit A

City Oak Harbor Wastewater Facility Plan

City Council Workshop

July 15, 2010

Wastewater Facility Plan

- History and Background
- Project Need
- Project Goals
- Project Process
- Project Scope
- Project Cost
- Next Steps

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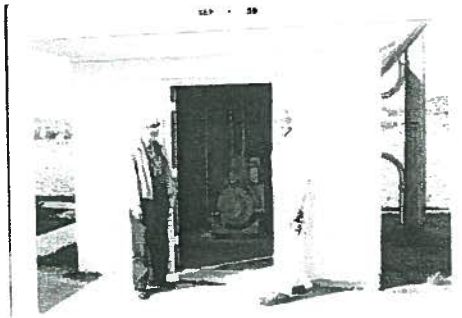
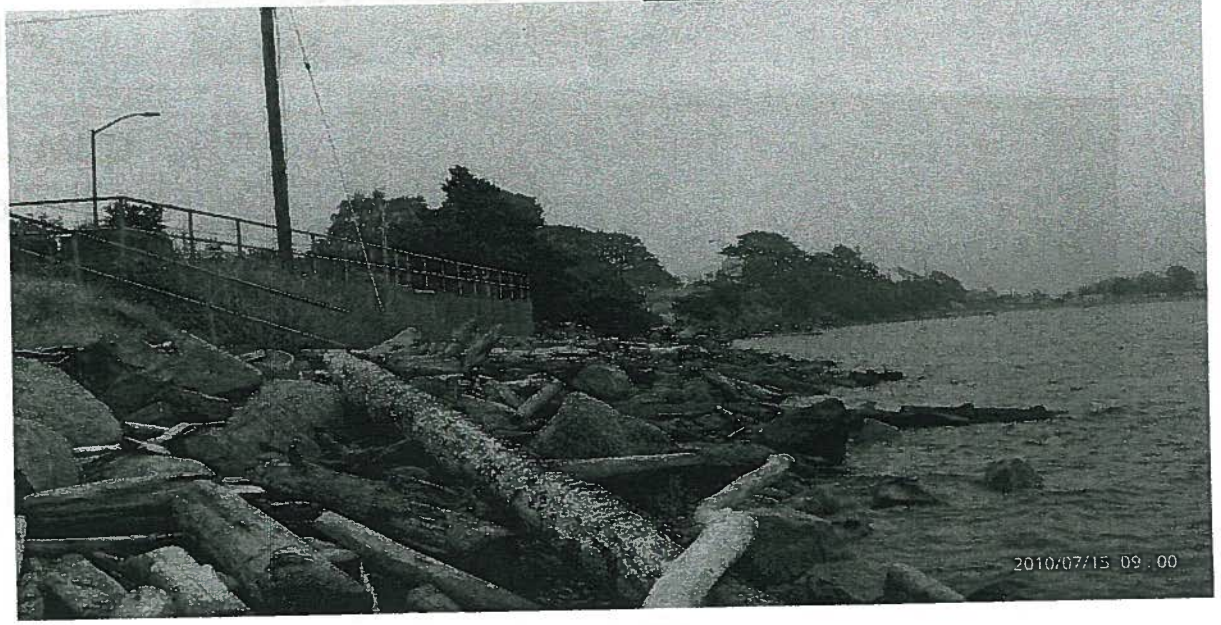
History

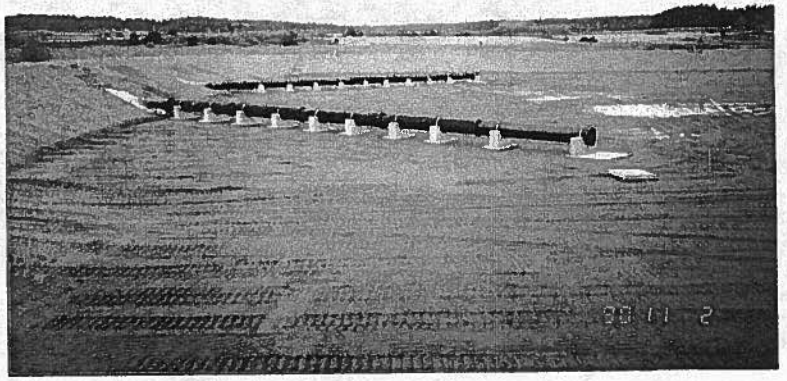
- Out houses, cesspools and rudimentary Septic Systems 1850-1935
- Connections of individual systems and sewage conveyance to Pioneer Way outfall 1935-1954
- City builds its first Primary Treatment plant with anaerobic digestion 1954-1956

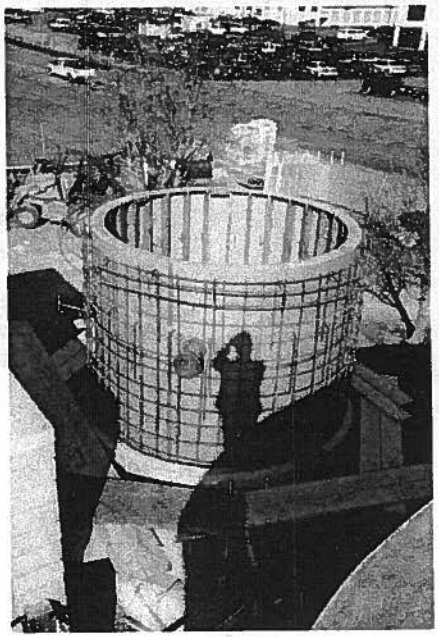


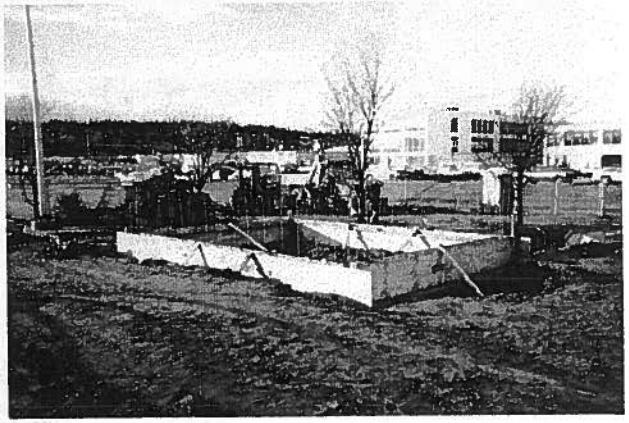


History

- URS Facility plan 1976
- Upgrade of the Primary Plant to Secondary RBC system with anaerobic upgrades 1978
- Cooperative effort with the Navy through a lease agreement to operate the Seaplane Base facultative aerated Lagoon facility October 1987
- Incorporation of a Diversion pumping station 1989-90
- Upgrades of the Lagoon facility including an inverted siphon and process changes 1989

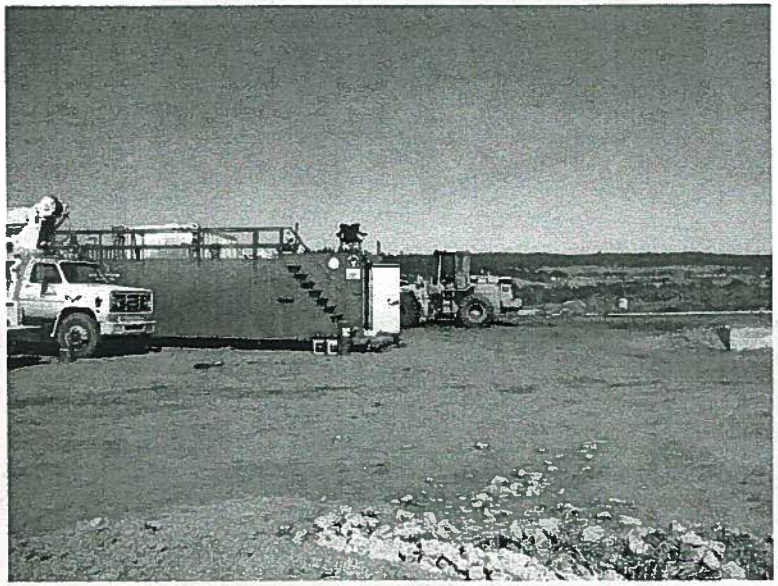






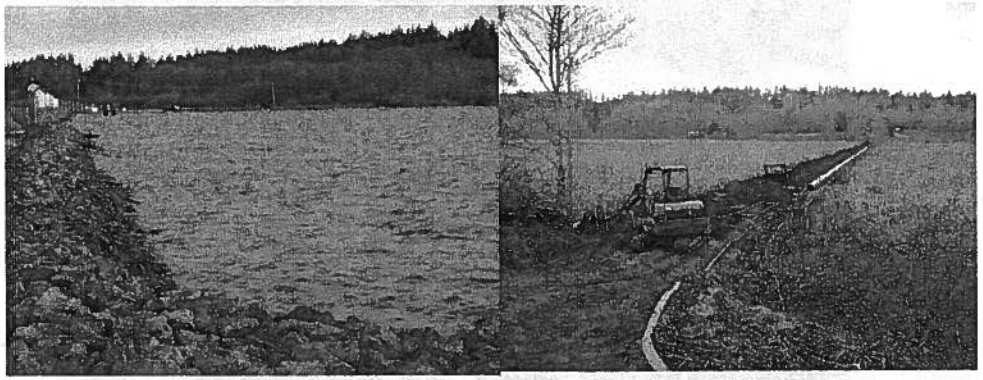
History

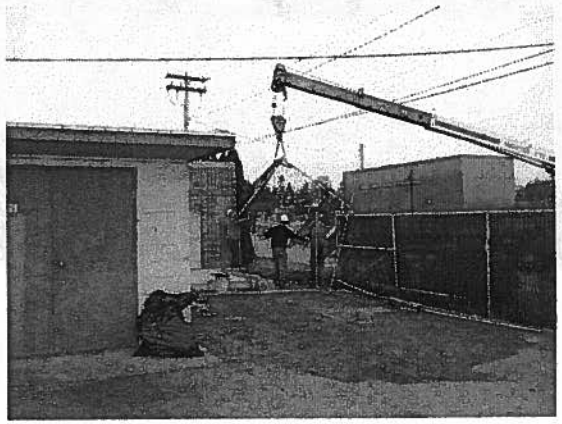
- RBC plant thickener 1997
- Liner in Cell "E" damaged 2003
- Anaerobic cell construction and NW cell "E" modified 2005
- Sewer comprehensive plan update 2007 identified need for new plant capacity by 2017



History

- Armoring of the Lagoon 2008
- New Lagoon head works and redundant siphon 2008
- Flooding of the Marsh August 2009
- Lagoon generator winter 2010
- RBC Generator and Third pump project Spring 2010





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Project Need

- Age and condition of plants
  - Existing RBC plant is more than 30 years old and showing signs of failure
  - Lagoon plant at risk of flooding
  - Oak Harbor Bay outfall is failing (60 years old)
  - Crescent Harbor outfall is failing (60 years old)

Project Need

- Future permitting requirements will be more stringent – existing plants will not be able to meet anticipated permit requirements
  - Cleanup of Puget Sound
  - Nitrogen and phosphorous removal
  - Endocrine disruptors

Project Need

- Long Term Capacity
  - Plant capacity is adequate for today
  - Long term planning forecasts indicate a need to double the plant capacity within the 20 year planning horizon
- Capacity is a function of both flow and loading

Project Need

- Project time line
  - New wastewater treatment plants typically take 5 to 7 years to plan, design, construct and finance
  - Comprehensive plan from 2007 identified a 2010 facility plan effort and a 2017 plant start up

Project Goals

"To obtain the highest level of water quality practical while recognizing the limitations of the rate payers of the city to fund improvements. A primary goal of the City is the continued protection of the water quality of the waters in and around Oak Harbor to meet the goals outlined in Puget Sound Action Plan developed by Puget Sound Partnership for the cleanup and protection of Puget Sound. " Source: Facility plan RFP

Project Goals

- High quality wastewater effluent – protects valued community asset
- 40 year life cycle analysis – affordable to rate payers
- Safe, reliable facility for O&M staff
- Beneficial use of resources
  - Water reuse
  - Biosolids management

Project Goals

- Long-term investment for COH
- Aesthetic fit with surrounding area
- Environmentally responsible
  - LEED certified facility
- Due diligence evaluation of multiple sites and multiple processes
- Compliance with permits for foreseeable future
  - Targets for discharge limits significantly lower than current permit

Project Goals

	RBC plant NPDES permit limit	Lagoon plant NPDES permit limit	New Facility Target/Goal
Total suspended solids	30mg/l	75mg/l	10mg/l
	85% removal	85% removal	95% removal
CBOD 5	25 mg/l	25 mg/l	10mg/l
	85% removal	85% removal	95% removal
Turbidity	Not applicable	Not applicable	1 NTU
Chlorine residual	0.114 mg/l	0.5 mg/l	No discharge
Fecal coli form	200/100ml (monthly)	200/100ml (monthly)	<100/100ml (monthly)
Nitrogen	Not applicable	Not applicable	8mg/l
Total Phosphorous	Not applicable	Not applicable	0.5 mg/l
Pathogen barriers	No	No	Yes

Project Process

- Major steps for construction of a new wastewater treatment plant
  - General Sewer Plan – completed in 2007 (Tetra-Tech)
  - Engineering report/facilities plan – pending (Carrollo)
  - Financial and Rate analysis – ongoing (HDR)
  - Environmental reviews (SEPA and NEPA) – pending (Carrollo)

Project Process

- Major steps for construction of a new wastewater treatment plant
  - Construction Plans and specifications – start in 2013
  - Construction – 2015 through 2017
  - Testing, startup, and commissioning services - 2017
  - Staff training - 2017
  - Declaration of Completion by Engineer - 2017

Consultant Selection

- Major project requires outside assistance
- RCW 39.80 and OHMC 2.350 dictate selection process
- Selection engineering firms is based on qualifications not low bid

Consultant Selection

- January – August 2009 –staff development of solicitation materials
- September 2009 publication of Request for Qualifications (RFQ)
  - 8 firms submitted
  - Statements of Qualifications were ranked by staff
- November 2009 Request for Proposals sent to 4 four firms J
  - HDR, Tetra- Tech, Carollo, Kennedy Jenks
  - Written proposals were ranked by staff in January 2010
- February 2010 All four firms invited for formal interview 2010
  - Top ranking or most qualified firm selected by interview panel is Carrollo
- March 2010 Council authorization to negotiate scope of work with Carollo as the most qualified firm

Consultant Selection

- Development of scope based on RFP, WAC, RCW, CFR etc

  Is scope commensurate with the project requirements as established by Owner and WAC? If "yes", proceed to 2:

- Development of level of effort (hours)

  Is LOE consistent with Scope of Services, and reasonable for similar work tasks? If "yes", proceed to 3:

- Development of fee

  Comparison of fee structure to comparable firms

Facility Planning Requirements

- RCW 90.48.110: Ecology review/approval of plans prior to construction
- WAC 173-240-060: Engineering Report completed with sufficient detail for design
- When Federal funds are used 40 CFR 35 requires a Facilities Plan
  - Most municipal treatment plant projects involve Federal Funding

Facility Plan Contents

- Must include the following at a minimum per WAC 173-240-060:

Present and future wastewater quality and quantities
Degree of treatment requirement
Description of receiving water
Infiltration and inflow analysis
Industrial pretreatment analysis
Evaluation of alternatives and proposed treatment process
Advantages and disadvantages of various sites
Design data and sizing on treatment units
Flood Plain analysis
Reclaimed water opportunities analysis
Detailed Outfall analysis
Sludge Handling and Bio-solids disposal
Future needs
Staffing and testing requirements
Cost and expenses ---annual cost and present worth
Financial and Rate analysis
Environmental reviews (SEPA and NEPA)

Facility Plan Contents

- Must include the following at a minimum per WAC 173-240-060:

Present and future wastewater quality and quantities	BACKGROUND
Degree of treatment requirement	
Description of receiving water	
Infiltration and inflow analysis	
Industrial pretreatment analysis	
Evaluation of alternatives and proposed treatment process	EVALUATION
Advantages and disadvantages of various sites	
Design data and sizing on treatment units	DETAIL
Flood Plain analysis	
Reclaimed water opportunities analysis	
Detailed Outfall analysis	
Sludge Handling and Bio-solids disposal	
Future needs	
Staffing and testing requirements	
Cost and expenses ---annual cost and present worth	
Financial and Rate analysis	
Environmental reviews (SEPA and NEPA)	COMPLIANCE

Facility Plan Project Scope

- Task 100 – Project Management
  - Manage scope, schedule, budget to deliver a quality Facility Plan
- Task 200 – Preliminary Alternatives
  - Develop and evaluate a range of alternatives based on Oak Harbors objectives
- Task 300 – Final Alternatives
  - Refine preliminary alternatives and select alternative for environmental review

Facility Plan Project Scope

- Task 400 – Outfall Evaluation
  - Identify improvements to existing outfalls and/or new alternatives to meet future needs
- Task 500 – Reuse Opportunities
  - Assess cost/benefit of reusing treated effluent
- Task 600 – Facilities Plan
  - Document evaluation and produce plan for Ecology review and approval

Facility Plan Project Scope

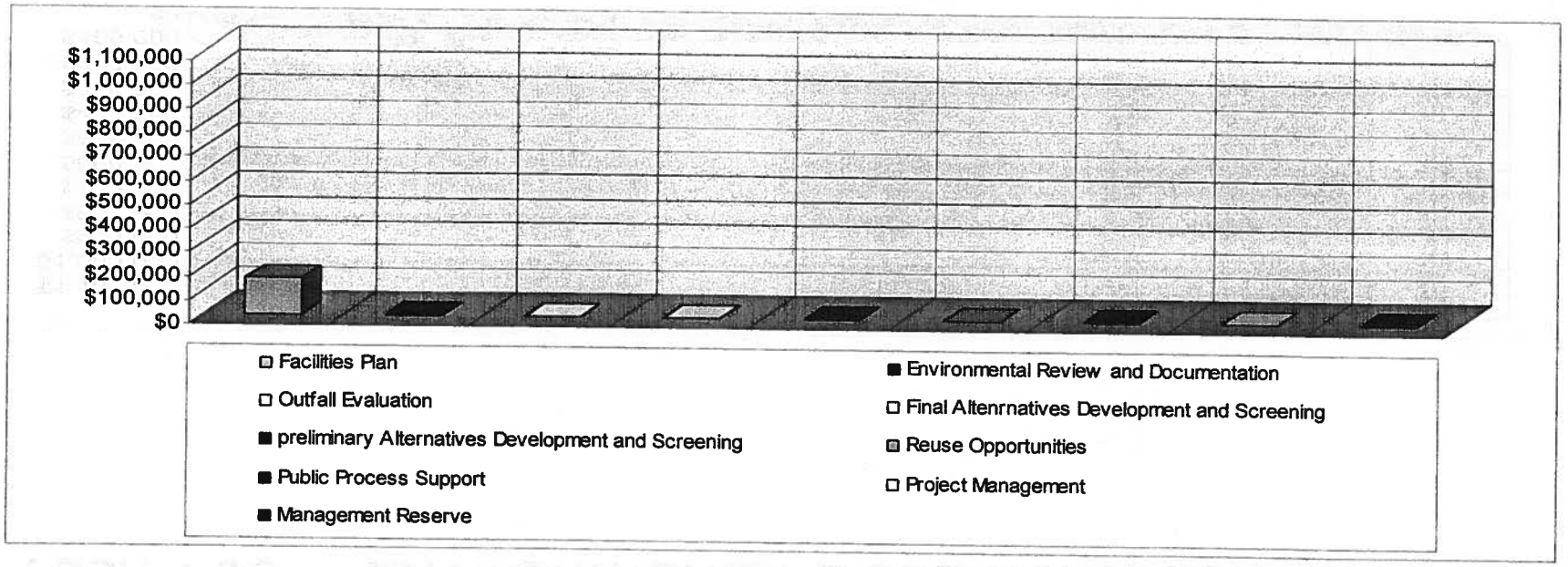
- Task 700 – Environmental Documentation
  - Document impacts of proposed alternative to comply with State and Federal requirements
- Task 800 – Public Process
  - Effectively and proactively communicate with stakeholders and public throughout the process
- Task 900 – Management Reserve
  - Used at the discretion of the City management to address minor scope changes

Facility Plan Project Scope

- Scope responds to City's RFP, meets each requirement for an approvable plan

Scope Task	Result	% of Effort
600, 700	Final Facilities Plan, Environmental Documentation	22%
400	Outfall analysis and recommendations	10%
200, 300	Alternatives development, evaluation, screening	39%
500	Reuse opportunities analysis	5%
800	Public process support	15%
100	Project management and delivery	9%

Facility Plan Level of Effort by Task
Task 600 – Facilities Plan (15%)



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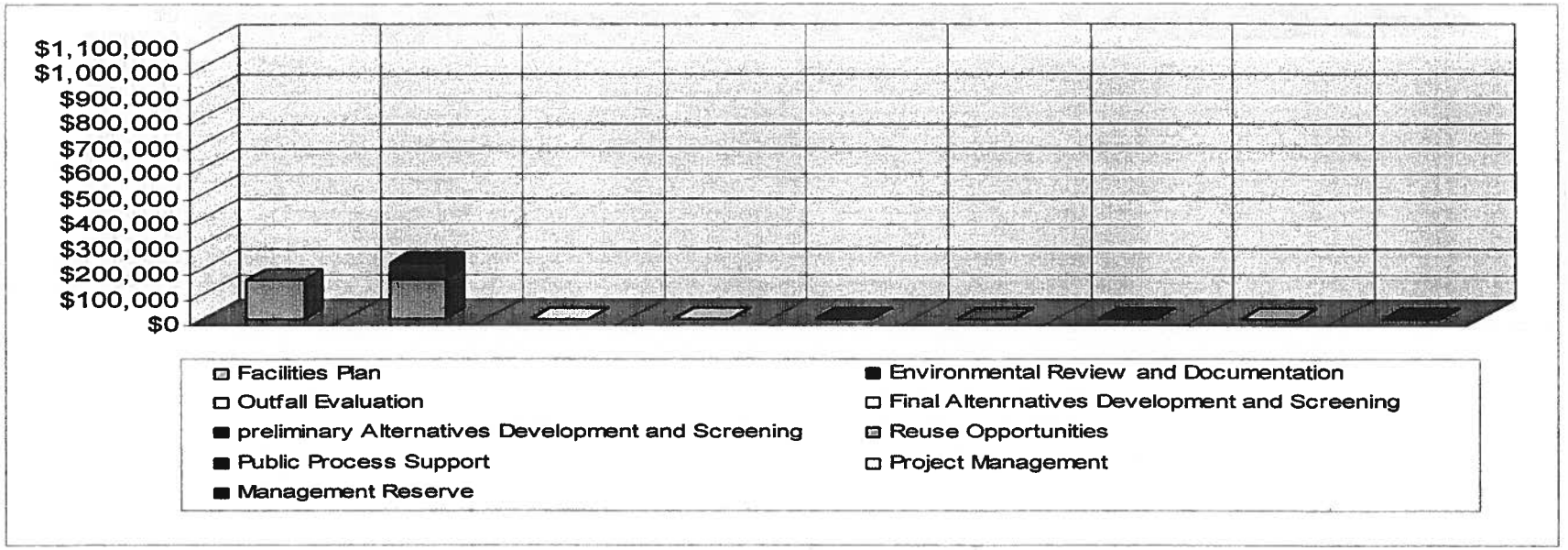
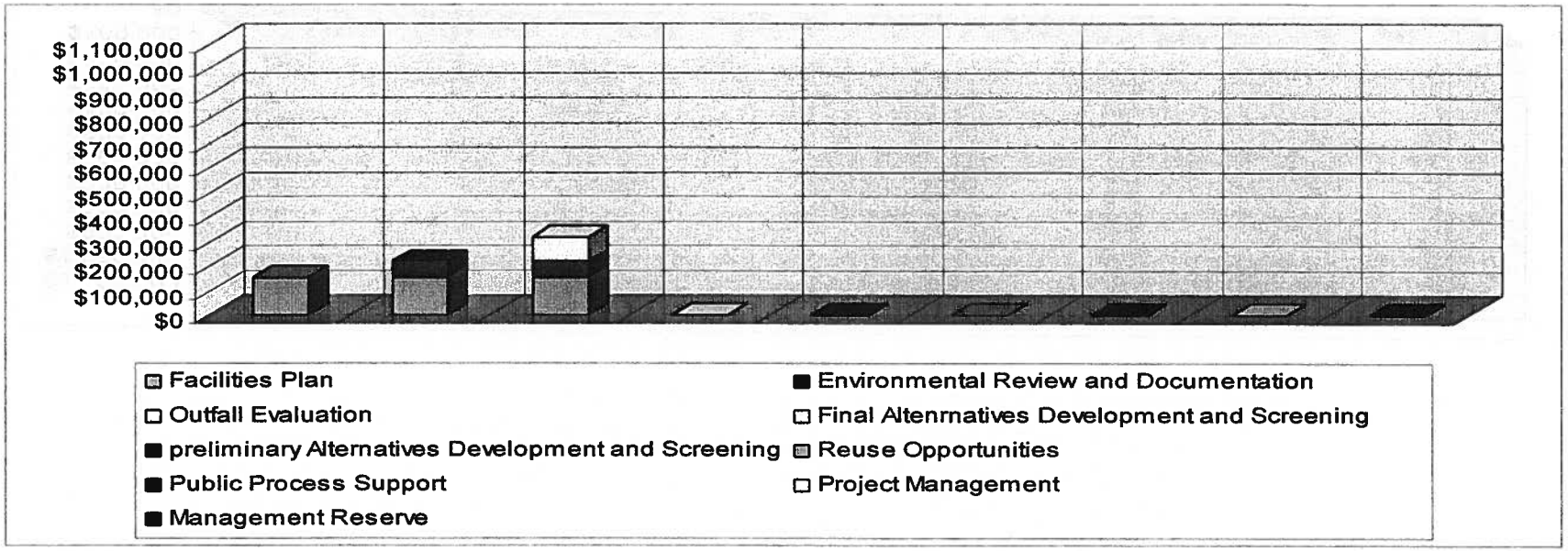
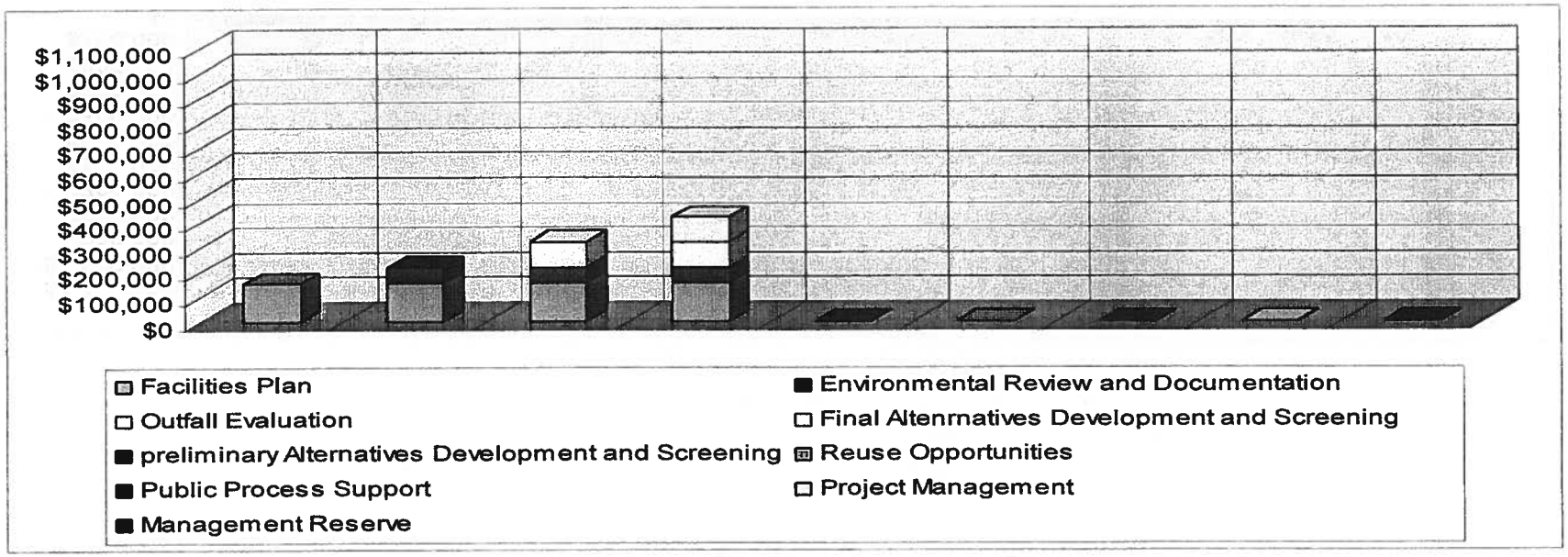
Facility Plan Level of Effort by Task
Task 700 – Environmental Documentation (7%)



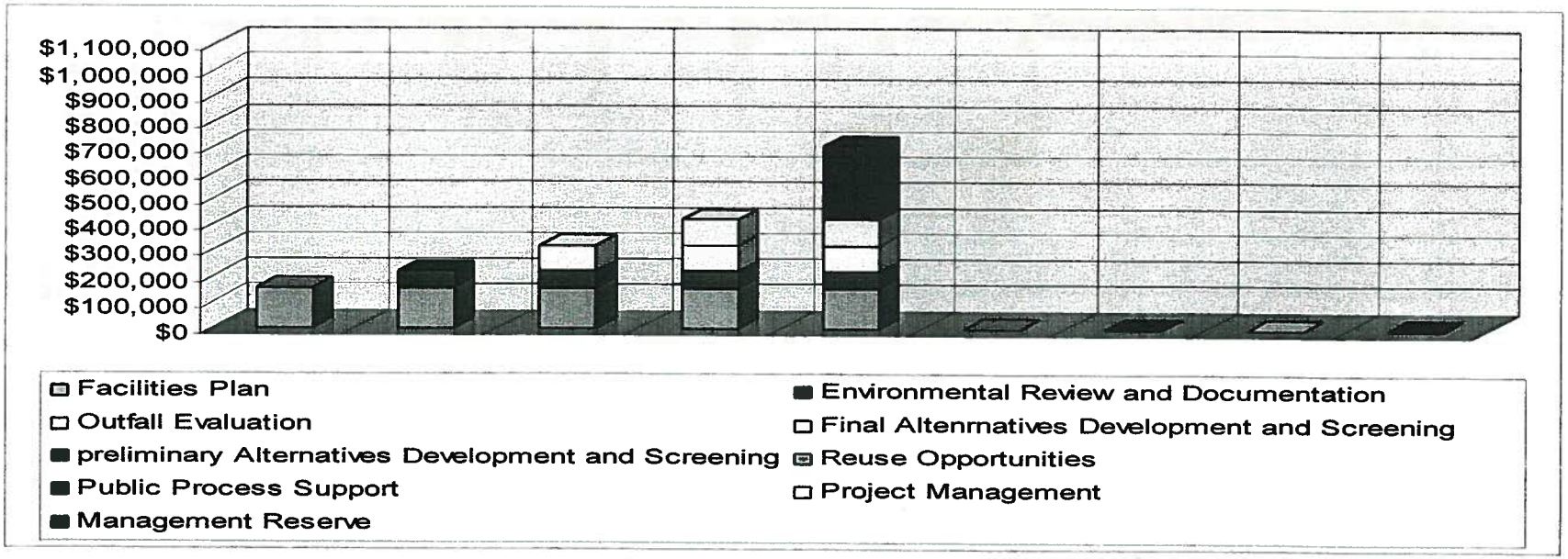
Facility Plan Level of Effort by Task
Task 400 – Outfall Analysis (10%)



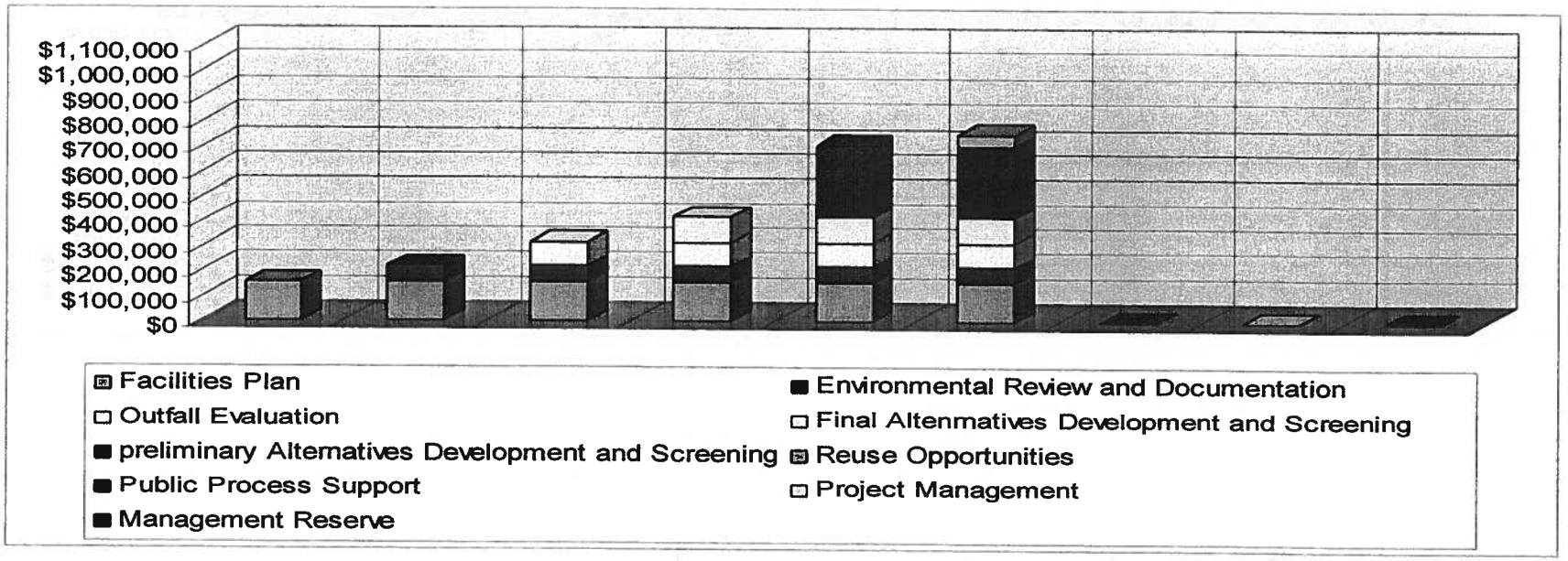
Facility Plan Level of Effort by Task
Task 300 – Final Alternatives (10%)



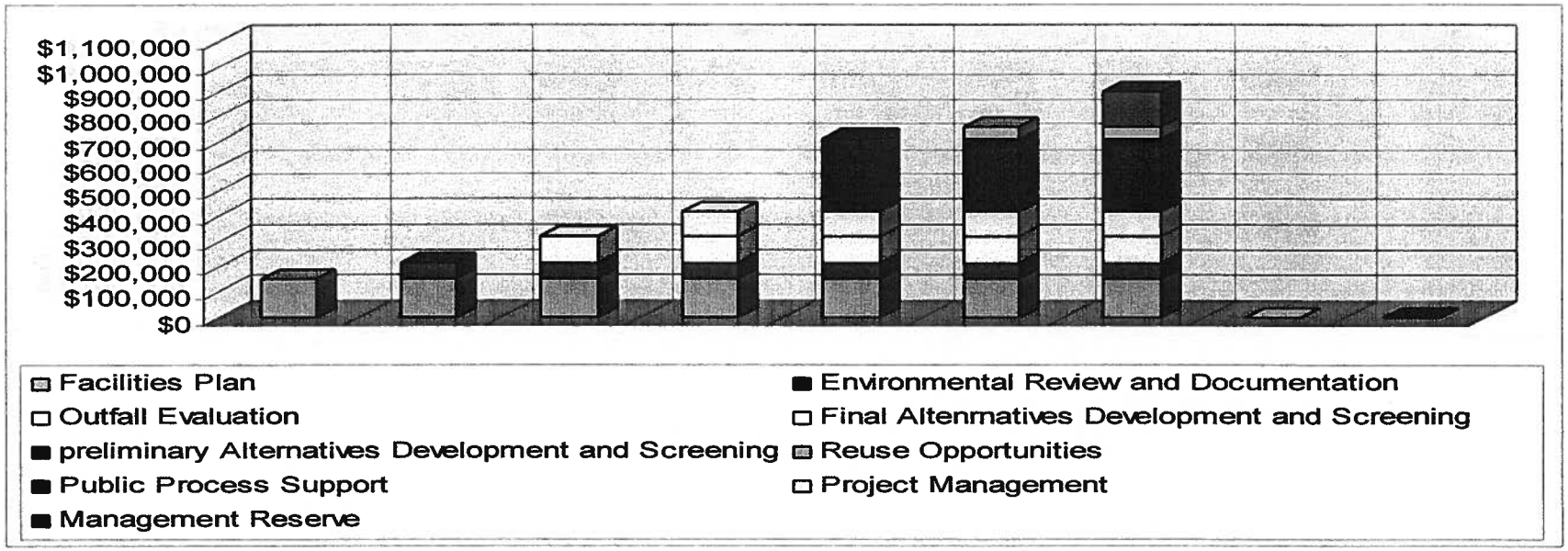
Facility Plan Level of Effort by Task
Task 200 – Preliminary Alternatives (29%)



Facility Plan Level of Effort by Task
Task 500 – Reuse Opportunities (5%)



Facility Plan Level of Effort by Task
Task 800 – Public Process Support (15%)



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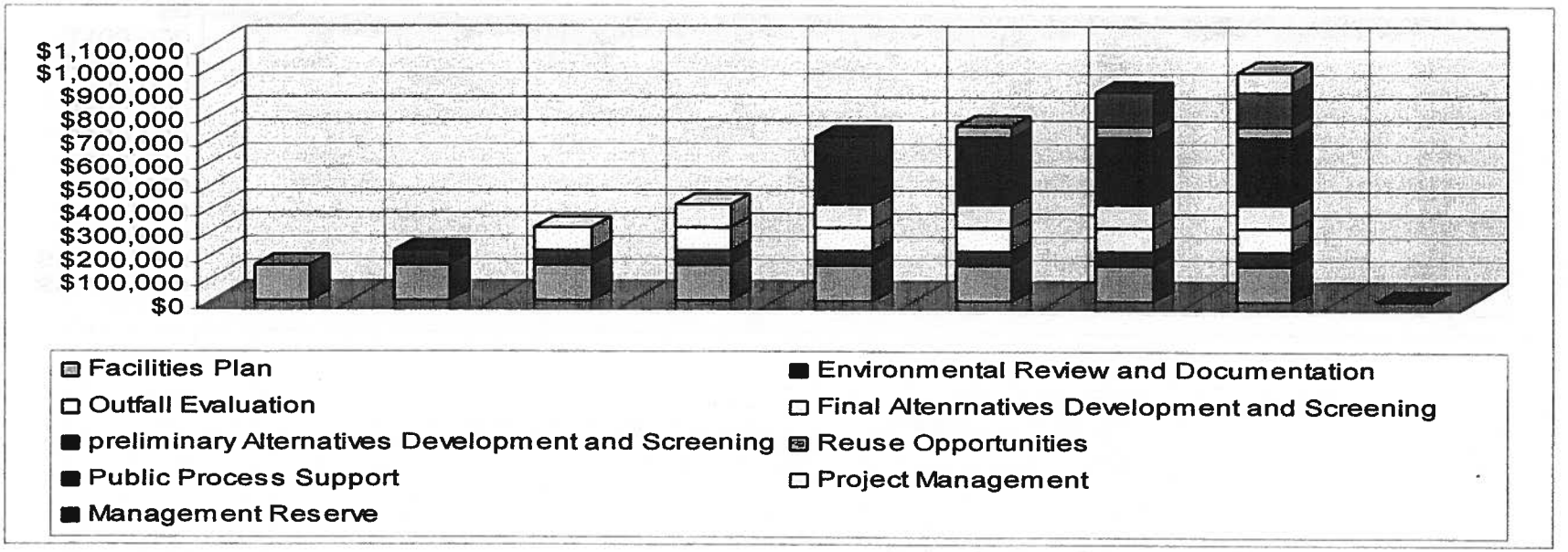
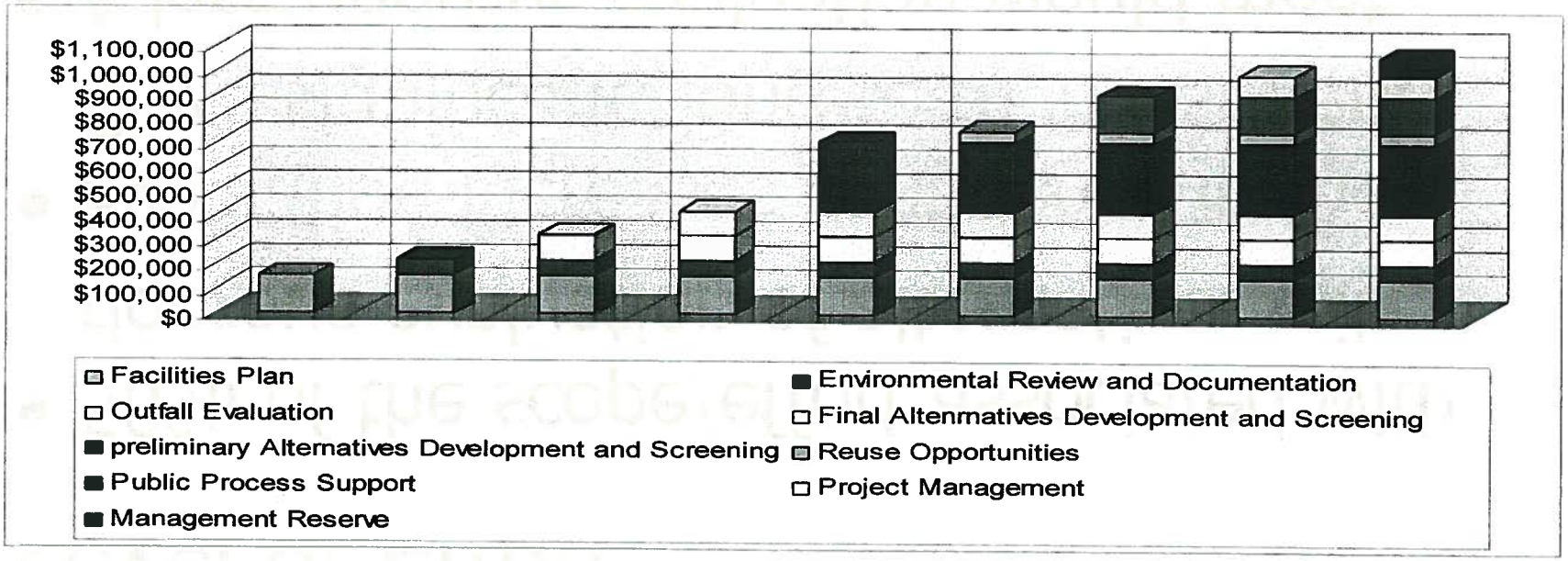
Facility Plan Level of Effort by Task
Task 100 – Project Management (9%)



Facility Plan Level of Effort by Task
Task 900 – Management Reserve ($75k)



Total Contract	**$1.09M**
Tasks 200, 300, 800	**$0.54M**

Summary of Project Scope and Level of Effort

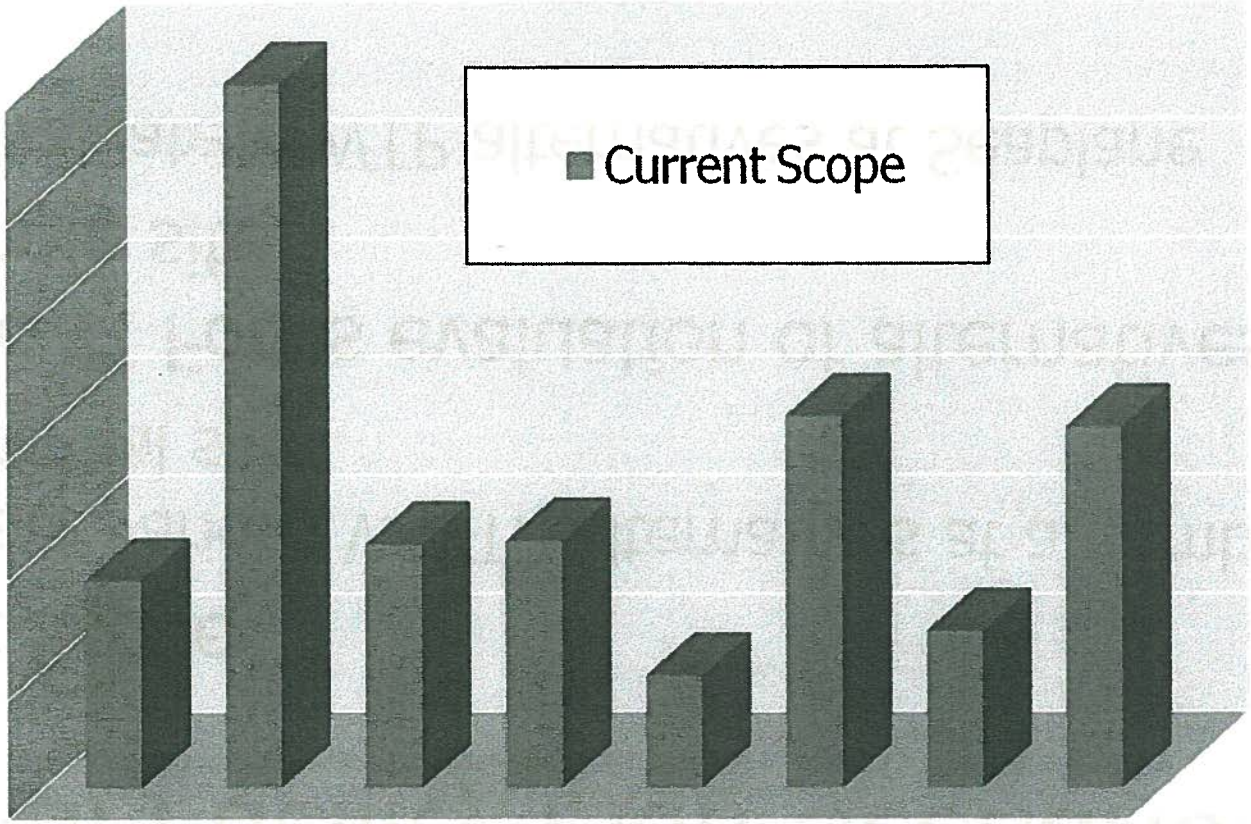
- 50% of the scope/effort associated with rigorous evaluation of alternatives, sites
- Evaluation increases confidence in the City's significant, long-term investment
- A less rigorous evaluation would meet regulatory requirements and reduce effort/cost

Potential Facility Plan Scenarios

- Current Scope
  - Evaluate various WWTP alternatives at a number of potential sites
- Scenario 1: Focus evaluation of alternatives on a single site
  - e.g. Evaluate WWTP alternatives at Seaplane Base
- Scenario 2: Develop Facility Plan following Comprehensive Sewer Plan recommendation
  - Documentation for activated sludge plant at lagoon site

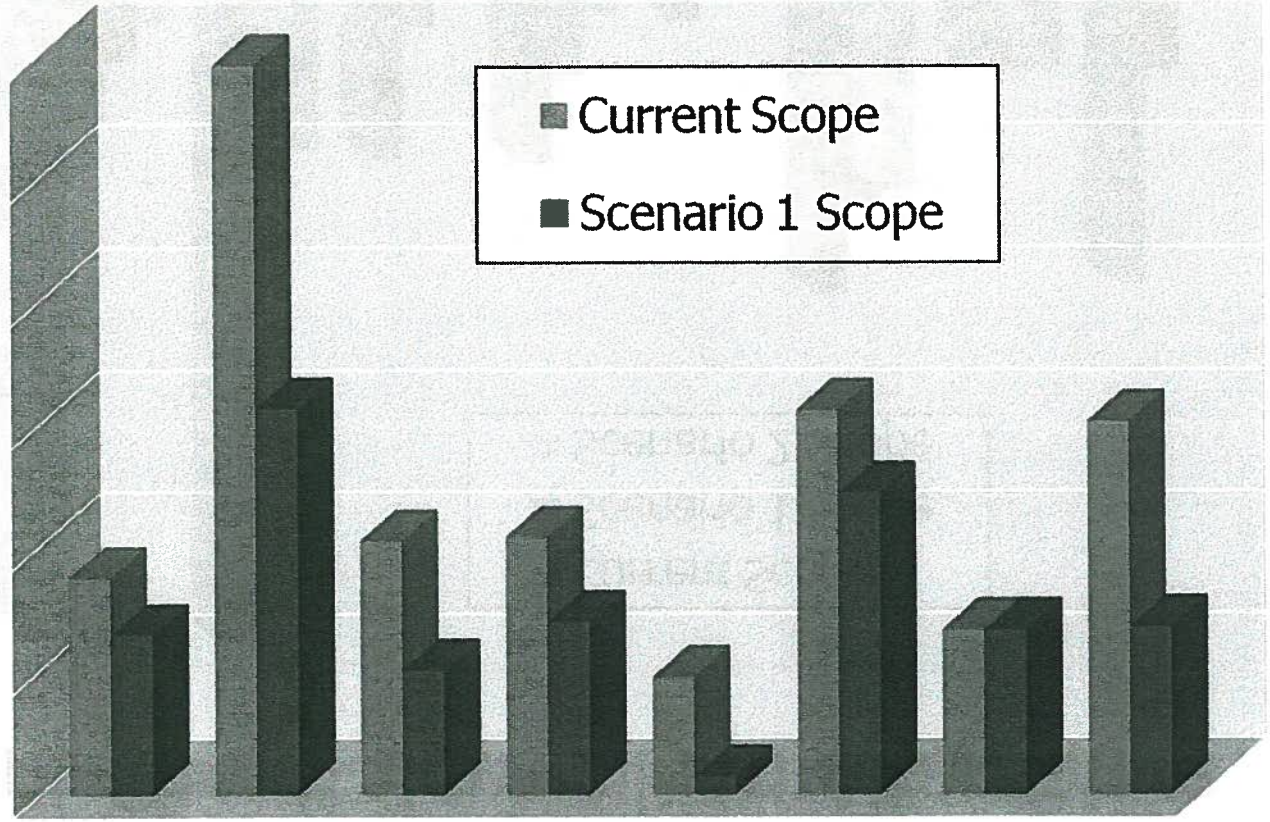
Facility Plan Based on Current Scope

Rigorous Evaluation of Alternatives/Sites

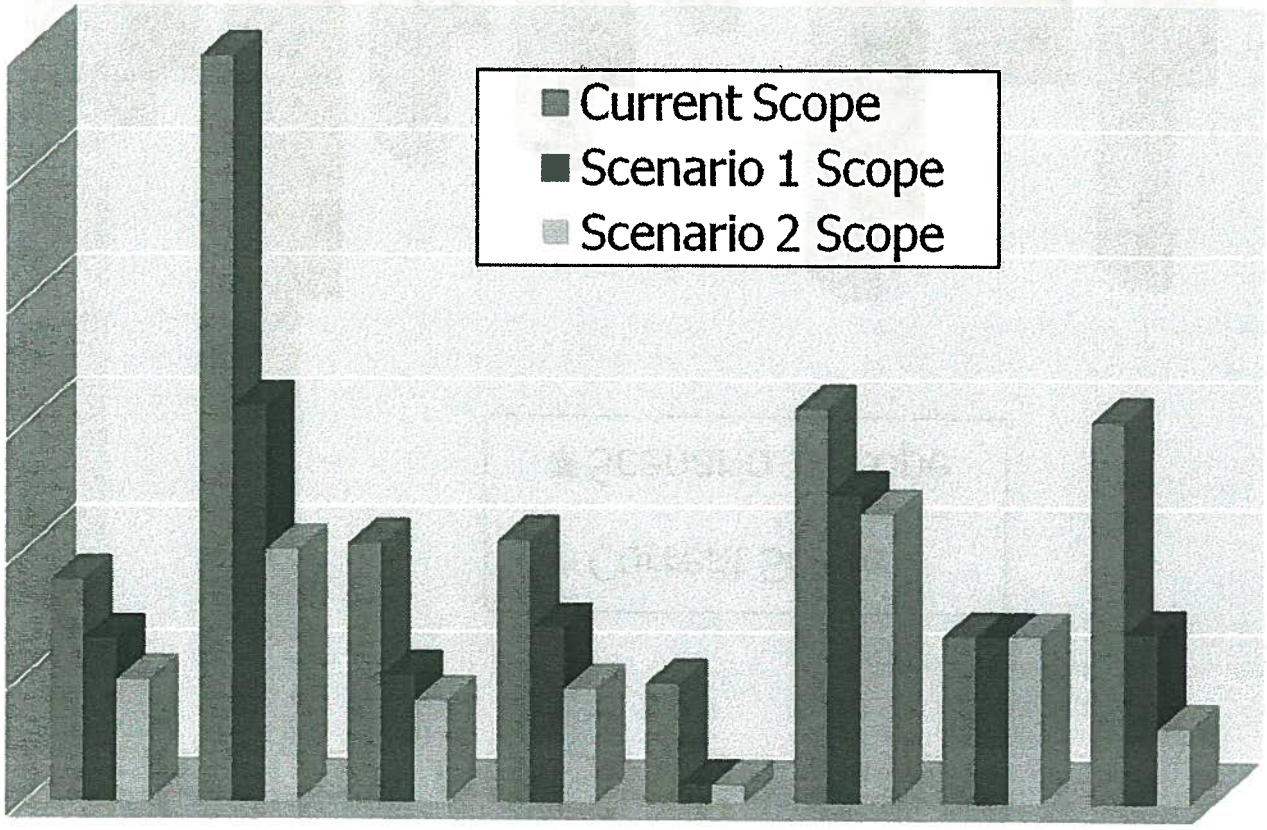


Facility Plan Based on Scenario 1

Focused Evaluation on Single Site

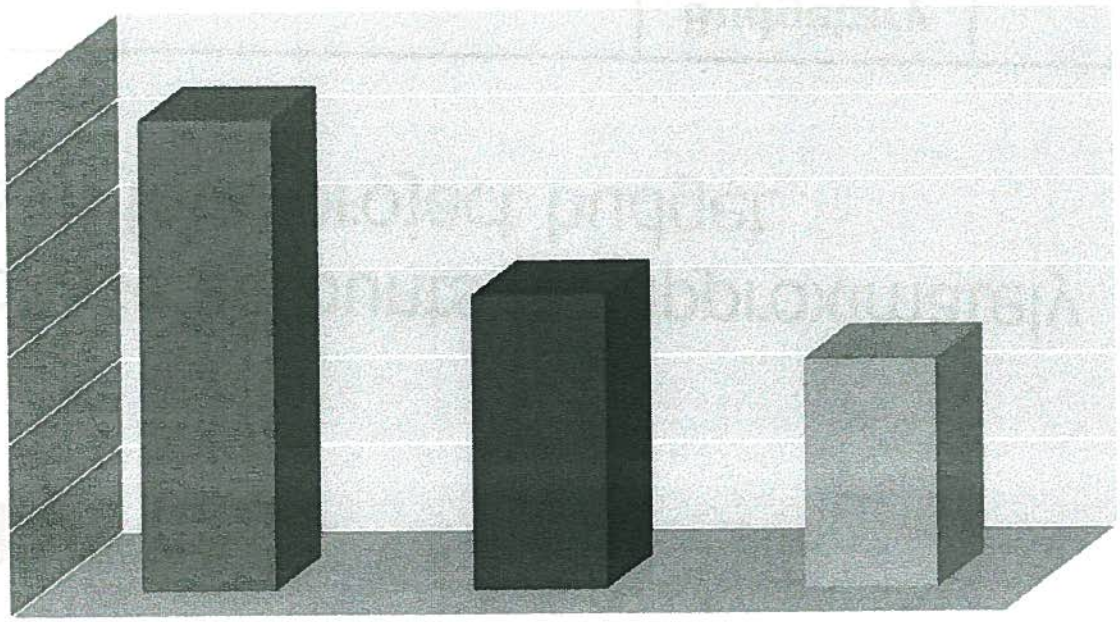


Facility Plan Based on Scenario 1
Implement Comp. Sewer Plan Alternative



Summary

- Planning level of effort varies with number of alternatives and sites evaluated



Summary

- Planning phase accounts for approximately 1% to 2% of total project budget

Phase	Budgetary Cost	% of Total
Planning	$1 M	~ 1 – 2%
Engineering Design and Construction Services	$8 M	~13%
Construction	$50 - $60 M	~85%
Total	$60 - $70 M	100%

Questions?

OAK HARBOR WWTP PRELIMINARY ENGINEERING AND FACILITIES PLAN
DRAFT SCOPE OF SERVICES SUMMARY
MAY 6, 2010

Exhibit B

Task 100 – Project Management

Objective: Manage project scope, schedule, budget to deliver a quality Facilities Plan document for Agency review and approval.

Major Activities:
1. Develop and follow Project Management and Quality Management plans.
2. Produce monthly project reports to monitor progress through completion.

Task 200 – Preliminary Alternatives Development and Screening

Objective: Develop and evaluate a range of preliminary Wastewater Treatment Plant (WWTP) alternatives based on objectives established by the City of Oak Harbor.

Major Activities:
1. Establish decision making methodology and objectives.
2. Establish a range of alternatives for consideration.
3. Using City objectives, select up to four (4) alternatives for further evaluation.

Task 300 – Final Alternatives Development and Screening

Objective: Refine preliminary alternatives and select an alternative for environmental review and subsequent preliminary design.

Major Activities:
1. Add detail to short-listed preliminary alternatives.
2. Using City objectives, select one (1) alternative for further development and environmental review.

Task 400 – Outfall Evaluation

Objective: Determine the capacity and useful life of the City's two existing marine outfalls, and identify improvements needed to meet future requirements.

Major Activities:
1. Field inspect existing outfalls to determine condition.
2. Develop recommended outfall improvements to provide hydraulic and dilution capacity based on future permitting and other water quality requirements.

Task 500 – Reuse Opportunities

Objective: Assess the cost and potential advantages of incorporating beneficial reuse into the City's strategy for wastewater management.

Major Activities:
1. Develop a list of potentially feasible reuse opportunities (e.g. irrigation, habitat, groundwater recharge, etc).
2. Assess the feasibility, cost, and benefit of reusing treated effluent.

Task 600 – Facilities Plan

Objective: Document the evaluation of alternatives and produce a Facilities Plan for approval by the Washington Department of Ecology (Ecology).

Major Activities:
1. Compile necessary basis of design and alternatives evaluation into required format for Ecology.
2. Review and address Ecology comments for final approval.

Task 700 – Environmental Documentation

Objective: Document the environmental impacts of the proposed alternative in compliance with State and Federal agency review and funding requirements.

Major Activities:
1. Summarize the alternatives evaluation and public involvement processes, and document the environmental impacts of the proposed alternative .
2. Complete an Environmental Assessment (EA) consistent with the National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA).

Task 800 – Public Process

Objective: Effectively and proactively communicate with stakeholders and the public throughout the planning process to assist in implementing the proposed alternative.

Major Activities:
1. Conduct a series of meetings/workshops with stakeholders, the US Navy, and the community to inform and obtain input throughout the process .
2. Utilize creative means of communicating project status and decision making.

EXHIBIT B - SCOPE OF SERVICES

ENGINEERING SERVICES FOR CITY OF OAK HARBOR
WASTEWATER TREATMENT PLANT
PRELIMINARY ENGINEERING AND FACILITIES PLAN

BACKGROUND

The City of Oak Harbor (City) currently operates two wastewater facilities: a Rotating Biological Contactor (RBC) plant located near Windjammer Park; and a lagoon plant located on Naval Air Station (NAS) Whidbey Island. The two current facilities serve a population of approximately 23,000 of which approximately 4,000 are housed at the NAS. It is anticipated that future demands will approach the permit limits in approximately 2017 as described in greater detail in the City's Comprehensive Sewer Plan. The City anticipates the need to have a new treatment facility in operation by 2017. The City intends to construct new wastewater treatment facilities to meet initial demands (3 million gallons per day [mgd]), with expansion capacity to meet long-term demand projections (6 mgd). Recognizing that the City of Oak Harbor is connected to the pristine waters of Puget Sound, specifically Oak Harbor and Crescent Harbor Bay, the City's goal is to obtain the highest level of water quality practical while recognizing the limitations of the rate payers of the City of fund improvements. A primary goal of the City is the continued protection of the water quality of the waters in and around Oak Harbor to meet the goals outlined in the Puget Sound Action Plan developed by Puget Sound Partnership for the cleanup and protection of Puget Sound.

This phase of the work includes development of preliminary engineering and a Facilities Plan. Subsequent phases, though not specifically authorized by this contract, may include the following:

- Final Design and Permitting
- Preparation of Construction Documents
- Bid Period Services
- Construction Support Services
- Preparation of Operation and Maintenance Manuals
- Start-up, Training, and Facility Commissioning

Project Objectives

The objectives of the Project are to:

1. Prepare Technical Memoranda (TM) evaluating wastewater treatment process, siting, and discharge options;
2. Identify a proposed alternative for wastewater facilities;
3. Prepare preliminary design information and an approved Facilities Plan in compliance with WAC 173-240-060 and 40 CFR 35.917-1;
4. Prepare the required supporting Environmental Documents; and
5. Provide support for public, agency, and stakeholder involvement.

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Project Team

Carollo Engineers, P.C. (Carollo) will serve as the Prime Consultant for the Project, and will be responsible for overall Project management and delivery. In completing the work defined by this Scope of Services, Carollo is authorized to use the following Subconsultants:

Subconsultant	Role
BHC Consultants	Conveyance System Alternatives Analysis Satellite MBR Alternatives Analysis Feasibility of Connecting Non-Sewered Residents Regional Biosolids Alternative Feasibility
ESA Adolfson	Environmental Support and Documentation
Triangle Associates	Public Process Support
Michael Willis Architects	Architectural Services
GeoEngineers	Geotechnical Services
Katy Isaksen & Associates	Financial Analysis for Proposed Alternative
Bruce Dees & Associates	Landscape Architectural Services
Cosmopolitan Engineering Group	Outfall Analysis and Alternatives
Certified Land Services	Property Acquisition Support Services
Fakkema & Kingma	Surveying
Paragon Research Associates	Cultural Resources Assessment Services

Related Documents

The following documents provide background information for this project:

- Wastewater Treatment Plant Site Evaluation, City of Oak Harbor, October 2007.
- City of Oak Harbor Comprehensive Sewer Plan, TetraTech/KCM, December 2008.

SCOPE OF SERVICES

Carollo (Consultant) will provide engineering and other services for the City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan Project (Project), as defined by this Scope of Services. Work products submitted electronically will be produced using software as defined below:

- Word Processing — Microsoft Word
- Spreadsheets — Microsoft Excel
- Scheduling — Microsoft Project
- Drawings — Bentley MicroStation and Portable Document Format (PDF)

This Scope of Services is divided into the following tasks:

Task 100 Project Management
Task 200 Preliminary Alternatives Development and Screening
Task 300 Final Alternatives Development and Screening
Task 400 Outfall Evaluation
Task 500 Reuse Opportunities
Task 600 Facilities Plan
Task 700 Environmental Review and Documentation
Task 800 Public Process Support
Task 900 Management Reserve

PROJECT SCHEDULE

A preliminary schedule for the Project is attached (Attachment 1). The Schedule defines anticipated durations for major tasks, Project milestones, and major deliverable dates, assuming Notice to Proceed (NTP) in June 2010. Throughout this Scope of Services, anticipated delivery dates for major deliverables are established based on this preliminary schedule. The Consultant and City recognize that the preliminary schedule and corresponding delivery dates are subject to change, should NTP be issued after June 2010 and/or for other reasons. Schedule changes may be approved by the City without an amendment to this Scope of Services, provided both Consultant and City staff approve of the change. An amendment modifying the Project schedule and dates for major deliverables will be issued if required by either the City or Consultant.

TASK 100 – PROJECT MANAGEMENT

The objective of this task is to manage and coordinate engineering and related services required for project completion. Except as noted under assumptions, Consultant will provide the following services for Task 100:

Subtask 110 – Project Management Plan

Complete a draft Project Management Plan (PMP) including scope, work plan and products, work breakdown structure, budget, schedule, organization and staffing, communication protocol, and project standards within ten (10) days of Notice to Proceed (NTP). Finalize the PMP following the Startup Workshop and receipt of City comments. Monitor the PMP throughout the project and provide one update of the PMP upon request by the City.

Subtask 111 – Quality Management

Develop and follow a Quality Management Plan (QMP) for the project to be included in the PMP. Review technical memos, documents, drawings, reports, etc. and address review comments addressed prior to submission in accordance with the QMP. For major work products (TM and Facilities Plan) develop a Record of Comment (ROC) to document City comments and Consultant responses.

Subtask 110 Assumptions:

1. A Draft PMP will be reviewed at the Project Startup Meeting.
2. A Final PMP will be issued to incorporate City comments collected following the Project Startup Meeting.
3. The PMP will be updated once during the project.

Subtask 120 – Project Monitoring and Reporting

Manage the project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete this Scope of Services. Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets, and submit reports to the City's Project Manager with monthly invoices. Document expenditures on a task basis, and show hours by project personnel and other direct expenses related to work. Include a project S-curve developed using Earned Valve Management (EVM) detailing anticipated progress, percent complete, and percent billed for each month.

Subtask 120 Assumptions:

1. Total project duration is 22 months.

Subtask 130 – Project Management Meetings

Schedule and conduct Project Management Meetings throughout the project as directed by the City's Project Manager. Meetings will be used to discuss project status, action items, and potential areas of concern. Publish meeting minutes with action items that require a response by team members, City staff, or other agencies identified at the meeting. A draft of the minutes will be submitted to the City within three (3) working days after the meeting. The final version will be submitted within five (5) working days after comments on the draft have been received from the City.

Subtask 130 Assumptions:

1. Up to eight (8) Project Management Meetings will be held.
2. Project Management Meetings will be held via teleconference.
3. Agendas, meeting minutes, and Action Items will be distributed electronically by the Consultant to City's Project Manager.

Subtask 140 – Project Team Website

Develop and maintain a collaborative Web Site accessible through the Internet by all project team members. The Web Site will be maintained from NTP through final approval of the Facilities Plan. Essential project information will be logged, recorded, and made available through this Web Site during the project, including:

- Project team and contact information.
- Calendar of events.
- Document library including agendas, presentation materials, meeting minutes, submittals, and deliverables.
- Updated Action List providing assignments and status.
- Decision Log.

Subtask 140 Assumptions:

1. Project Team Website will only be accessible to members of the project team (i.e. City and Consultant staff). Consultant will develop and maintain a project website for external use under Task 800 – Public Process Support.

Task 100 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(1) PMP	110	July 2010
(22) Monthly Invoices and Progress Reports	120	Monthly
(8) Project Management Meeting Agendas	130	As Needed
(8) Project Management Meeting Action Items Log	130	As Needed
(1) Project Team Website	140	July 2010

TASK 200 – PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING

The objective of this task is to develop a matrix of preliminary alternatives (treatment process options and candidate sites) and identify a short list of final alternatives to be evaluated and refined in subsequent phases of work. Except as noted under assumptions, Consultant will provide the following services for Task 200:

Subtask 210 – Basis of Design Documentation

Subtask 211 – Engineering Basis of Design

Review and comment on previous projections developed by the City, and confirm population, flow, and waste load data for the Oak Harbor service area. Establish flow peaking factors (maximum month, maximum day, and peak hour) based on City-provided data. Using these projections and available plant loading data, establish loading estimates and peaking factors for flow, organics (BOD), total suspended solids (TSS), phosphorus and nitrogen loading to the plant.

Evaluate the City's exiting National Pollutant Discharge Elimination System (NPDES) permit, potential future water quality requirements, and establish water quality objectives for conventional effluent parameters, nutrients, fecal coliform bacteria, temperature, and pH. Document basis of design (flows, loads, and effluent requirements) in TM1 – Basis of Design.

Subtask 212 – Decision Making Methodology

Treatment process options and candidate sites will be evaluated in a manner that is consistent with City policy objectives, and to meet basic technical, performance, and environmental requirements. Two (2) process options and up to four (4) candidate sites will be placed into a matrix of preliminary alternatives. Up to eight (8) preliminary alternatives will be screened using Triple Bottom Line Plus Technical (TBL+) methodology, considering financial, social, environmental, and technical criteria and objectives developed by the City and project team. A short list of four (4) final alternatives will be refined for subsequent TBL+ evaluation. Coordinate with City staff to develop a list of basic policy, technical, performance, and environmental requirements that will be used to create the matrix of preliminary alternatives (Wastewater Treatment Plant [WWTP] process options and sites). Develop a list of TBL+ criteria and objectives to be used for preliminary and final alternatives evaluation. Document the basis for decision making in TM2 – Decision Making Methodology.

Subtask 210 Assumptions:

1. Population, flow, and loading data for the Oak Harbor service area will be based on the December 2008 Comprehensive Sewer Plan.

2. Meetings with regulatory stakeholders and City input will be used to establish potential future NPDES permit requirements. Negotiation of permit limits is not included in this Scope of Services.
3. A matrix of preliminary alternatives will be developed based on City policy and basic technical, performance, and environmental requirements.
4. Preliminary and final alternatives will be evaluated using the TBL+ approach.

Subtask 220 – Preliminary Alternatives Development

Subtask 221 – Centralized Treatment Process Evaluation

Develop and evaluate treatment process options to treat all flow from the City and NAS. Identify Washington Department of Ecology (Ecology) requirements for reliability and redundancy, and prepare conceptual design and cost information for processes being considered. Screen potential treatment process options using basic technical and performance requirements established by the project team, and identify up to two (2) process options to be included in the matrix of preliminary alternatives. For these options, develop conceptual level flow schematics, facility footprints, site layouts, and cost information (capital and life-cycle costs). Document the evaluation and recommended options in TM3 – Treatment Process Evaluation. The following facilities will be evaluated:

- Preliminary/Primary Treatment. Headworks (preliminary treatment) options, including influent pumping, screening grit removal, flow measurement, and influent sampling. Primary treatment options, including clarification, sludge pumping facilities.
- Secondary Treatment. Secondary (biological) treatment process options, including up to four (4) processes capable of meeting identified performance requirements. It is anticipated that more detailed technical and cost information will be developed for up to two (2) process options: activated sludge (AS) and membrane bioreactors (MBR).
- Disinfection. Disinfection options, including chlorination/dechlorination (using bulk or on-site generation of hypochlorite) and ultraviolet (UV) disinfection.
- Solids Handling. Solids handling options, including a range of processes to achieve a Class B biosolids product on-site, as well as continued use of existing solids handling facilities on an interim or permanent basis. The feasibility of providing biosolids stabilization and/or disposal on a regional basis will be evaluated by the Consultant under a separate task.
- Odor Control. Identify potential odor impacts, foul air treatment requirements to meet these impacts, and establish the basis for odor control facilities. Prepare conceptual design information for odor control system components based on the treatment processes options being considered.
- Non-Process Facilities. Evaluate space needs for plant administration, operation, maintenance, and laboratory facilities to support future treatment facilities through Architectural Programming. Develop a programming questionnaire to determine rough but conservative space needs for new non-process facilities. Interview City staff and prepare a brief Programming Narrative outlining preliminary space needs, laboratory requirements, maintenance functions and desired adjacencies to other plant space, and coordinate with process needs, landscaping, and zoning requirements. Integrate non-process facilities into diagrams, including structural footprints, roadways, and

landscaping areas for up to two (2) alternative layouts. In addition to the plant non-process facilities, plan the space and accessibility needs for the potential to add education centers, tour group meeting areas, and interior and exterior public spaces to welcome and educate the public.

Subtask 222 – Satellite MBR Facility Evaluation
Develop conceptual level flow schematics, facility footprints, site layouts, and cost information (capital and life-cycle costs) for a satellite MBR facility treating up to 0.5 mgd of flow per Ecology requirements. Document the recommended option in TM3 – Treatment Process Evaluation.

Subtask 223 – Candidate Site Inventory
Develop a list of potential sites to locate a centralized WWTP and satellite MBR. Coordinate with City staff to identify potential sites for the recommended treatment options, considering factors such as: size (land area); location; ownership and real-estate considerations; conveyance system impacts; environmental impacts; land use restrictions; and adjacency to existing outfalls.

Screen potential sites based on City policy and using basic technical and environmental requirements, and establish a candidate site inventory to be included in the matrix of preliminary alternatives. Document the site development and screening process in TM4 – Preliminary Alternatives.

Subtask 220 Assumptions:

1. None.

Subtask 230 – Preliminary Alternatives Screening

Pair recommended process options with candidate sites to develop a matrix of preliminary alternatives. Refine conceptual site layouts based on candidate site requirements and evaluate collection/conveyance system impacts. Integrate the results of Subtask 410 – Preliminary Outfall Assessment and confirm outfall options. Update cost information to reflect preliminary alternative layouts and system-wide impacts.

Develop an initial assessment of potential social impacts, including noise, odor potential, visual aesthetics, construction impacts, and long-term operation impacts. Develop a TBL+ analysis for up to eight (8) preliminary alternatives. Screen preliminary alternatives to a short list of four (4) final alternatives, and document results in TM4 – Preliminary Alternatives.

Subtask 231 – Environmental Review
Conduct a one day field investigation and perform an initial environmental assessment of candidate sites. Identify sensitive areas, fish and wildlife impacts, wetlands, streams and shoreline impacts, site soils and sediments, effluent water quality impacts, potential permitting requirements, and other pertinent information that will use used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria and objectives. Meet with City to finalize environmental documentation approach.

Subtask 232 – Preliminary Geotechnical Assessment
Conduct a one day field reconnaissance and perform an initial geotechnical assessment of the candidate sites. Base the assessment on available information, including geologic and other

publicly available maps that document geotechnical conditions and geohazard considerations in the project vicinity.

Provide a TM summarizing the pertinent geotechnical issues that would impact site selection, design, and construction at the candidate sites, including: anticipated soil types and groundwater conditions; identified geohazards (seismic/ liquefaction, slope stability, etc.); potential mitigation strategies; general foundation types including ground improvement techniques or other appropriate considerations; and preliminary construction considerations including shoring and dewatering based on the assumed site conditions. Information will be used to rate preliminary alternatives on their ability to meet the established TBL+ criteria and objectives.

Subtask 233 – Cultural Resources Review

Conduct background research to identify known cultural resources in the project vicinity using state records, historic maps, and other available information. Conduct a one day visit to identify potentially sensitive areas, regulatory requirements, and other pertinent information that will be used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria and objectives.

Subtask 234 – Zoning/Land Use Review

Conduct a one day field visit and perform an initial zoning/land use assessment of candidate sites based on available information. Identify ownership, confirm code requirements and land use restrictions, establish a preliminary estimate of property values, and prepare other pertinent information that will be used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria and objectives.

Subtask 230 Assumptions:

1. Subtask 232 assumes that the City of Oak Harbor will provide available geotechnical information/reports from site and vicinity. Up to four potential sites will be evaluated (based on right-of-entry considerations). No geotechnical explorations will be conducted during this phase.
2. Subtask 233 assumes that up to four potential sites will be evaluated (based on right-of-entry considerations). No subsurface explorations will be conducted during this phase.
3. Subtask 234 assumes City Code and zoning research will be conducted on a maximum of two (2) sites.

Subtask 240 – Evaluation of the Feasibility of Connecting Non-Sewered Residents

The City is interested in investigating the extension of sewer service beyond those parcels that are currently on sewers. Some of these parcels are within and some outside the current City limits. However, all parcels to be considered are within the Urban Growth Boundary (UGB) limits.

Those parcels outside the City limits fall into three categories: highly and fully developed, underdeveloped and non-conforming parcels. Attachment 2 identifies the eleven distinct areas that are within the UGB but outside the City limits.

Specific tasks associated with this work will include the following:

1. Investigate feasibility of extending sewer service to those parcel within the City limits.

2. Investigate the feasibility of extending sewer service to the eleven areas outside the City limits.
3. Provide a schematic service alternative for these two groupings of parcels.
4. Provide a planning level cost estimate for the proposed service scheme.
5. For the proposed plan to extend sewer service to unsewered areas, develop a financial analysis for three (3) potential funding scenarios; to be selected by the City.
6. Provide public involvement associated with this task. This will specifically include an estimated three public meetings.
7. Prepare a policy statement regarding the extension of sewer service to these two groupings of parcels.
8. Present proposed service scheme, estimated costs, rate impacts, and proposed policy to Staff and City Council.
9. Present findings in a project memorandum.

Subtask 240 Assumptions:

1. None.

Subtask 250 – Staff Workshops

Conduct Technical Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

Staff Workshop	Objectives
T1 - Project Startup	Review/Finalize Project Management Plan Confirm Basis of Design Establish Decision Making Framework Prepare for Council Meeting No. 1 Prepare for Navy/Stakeholder Workshop No. 1
T2 - Preliminary Alternatives Development	Evaluate Potential Treatment Process Options Select Processes Options for Consideration (2) Confirm Satellite MBR Requirements Establish Non-process Requirements Establish Basis for Site Footprint Develop List of Potential Sites Apply Site Screening to Select Candidate Sites Establish Matrix of Preliminary Alternatives
T3 - Preliminary Alternatives Screening	Evaluate Matrix of Preliminary Alternatives (8) Screen Alternatives to Short List (4)

Subtask 250 Assumptions:

1. Workshops will be held at City of Oak Harbor facilities.
2. Consultant Project Manager and required team members will attend workshops.
3. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

Task 200 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(1) TM1 – Basis of Design	210	July 2010
(1) TM2 – Decision Making Methodology	210	November 2010
(1) TM3 – Treatment Process Evaluation	220	January 2010
(1) Architectural Programming Questionnaire and Narrative	220	January 2010
(1) Preliminary Geotechnical Assessment TM	230	January 2010
(1) TM4 – Preliminary Alternatives	230	February 2011
(1) Unsewered Area Feasibility Memorandum	240	January 2011
(3) Workshop Materials, Agenda, Minutes	250	Per Workshop Schedule

TASK 300 – FINAL ALTERNATIVES DEVELOPMENT AND SCREENING

The objective of this task is to further refine and evaluate the short list of final alternatives to select a proposed alternative for preliminary design. The proposed alternative will define the recommended liquid and solids stream treatment processes, location for centralized and satellite facilities (if applicable), conveyance and collection system improvements, outfall location and necessary improvements, and potential uses for reclaimed water. Except as noted under assumptions, Consultant will provide the following services for Task 300:

Subtask 310 – Final Alternatives Development and Screening

Further refine the final short listed alternatives, adding technical detail to site layouts based on site mapping and additional geotechnical evaluation. Confirm hydraulics and collection/conveyance system requirements. Integrate the results of Subtask 420 – Final Outfall Analysis, and Subtask 510 – Preliminary Effluent Reuse Assessment. Update cost information and TBL+ evaluations of financial, social, environmental, and technical criteria and objectives. Prepare a final screening of alternatives to select a proposed alternative for preliminary design. Document results of final screening in TM7 – Final Alternatives.

Subtask 311 – Site Mapping

Provide background mapping and existing and readily available geographical information system (GIS) and survey data. Mapping will be developed as a basis for site planning at up to four (4) candidate sites. The mapping will show readily available information for property lines, existing structures, significant utilities, site topography, and other significant features.

Subtask 312 – Architectural Development

Conduct a one day field review and provide analysis of sites being considered for the new treatment plant in regards to contextual placement within the surrounding site conditions. Prepare conceptual site plan footprints for recommended facilities, coordinating with process engineers, landscape architects and with zoning requirements that may influence plant layouts on specific available site options. Provide graphic representation of appropriate site organization and utilization plans for the four (4) final alternatives. Prepare 3D renderings illustrating up to two (2) facility views for one site. Develop landscaping options and prepare up two (2) renderings showing site landscaping. Prepare order of magnitude estimated probable costs of non-process facilities and develop associated landscaping and architectural theme costs.

Subtask 310 Assumptions:

1. The budget for Subtask 311 assumes existing and readily available GIS and survey data are used, and does not include field visits or detailed surveys of sites or collection system/conveyance piping alignments.

Subtask 320 – Regional Biosolids Alternative Feasibility

The purpose of this subtask is to evaluate the feasibility of implementing a solids handling, stabilization, and biosolids disposal alternative on a regional basis, with participation from the following entities:

- City of Oak Harbor
- Navy Seaplane base
- NAS Ault Field
- Penn Cove Water/Sewer District
- City of Coupeville
- Island Septage

Except as noted under assumptions, Consultant will complete the following services for Subtask 320:

Gather and analyze historic solids production, hauling, and disposal records, including quantities and costs, from the regional entities. Estimate future solids production and handling requirements using growth projections provided by the entities.

Evaluate the capacity of the City of Oak Harbor's existing lagoons, and compare that capacity with the current and future solids loadings from the regional entities to determine the feasibility of using the existing lagoons for regional biosolids stabilization and storage. Estimate the capital cost of lagoon modifications and the operational and maintenance (O&M) costs for such a regional facility.

Estimate the size of a new and separate solids handling and stabilization facility to accept solids from the regional entities. Evaluate disposal alternatives for stabilized biosolids, including: composting; thermal drying; and trucking to an offsite location. Estimate the capital cost and annual O&M costs for such a regional facility.

Document the analysis and conclusions into a project memorandum, that estimates the life-cycle costs and revenue potential to the City of Oak Harbor as the owner/operator of a regional solids facility.

Subtask 320 Assumptions

1. Consultant will estimate current and future solids loadings for the City of Oak harbor, and assist the City in obtaining solids loadings for regional entities. Consultant will not perform independent analysis to determine current and future solids loadings from the regional entities.
2. City owned property near the intersection of Highway 20 and Sleeper Road will be considered as the regional biosolids handling site.

Subtask 330 – Technical Workshops

Conduct Technical Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

Staff Workshop	Objectives
T4 – Final Alternatives Screening	Discuss Potential Reuse Opportunities Evaluate Final Short Listed Alternatives (4) Identify Proposed Alternative (1)

Subtask 330 Assumptions:

1. Workshops will be held at City of Oak Harbor facilities.
2. Consultant Project Manager and required team members will attend workshops.
3. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

Task 300 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(1) TM7 – Final Alternatives	310	August 2011
(1) Site Mapping Using Available Data	310	February 2011
(4) Updated site utilization plans	310	February 2011
(2) 3D site/facility renderings	310	February 2011
(2) Site landscaping renderings	310	February 2011
(1) Regional Biosolids Management Feasibility Memorandum	320	May 2011
(2) Workshop Materials, Agenda, Minutes	330	Per Workshop Schedule

TASK 400 – OUTFALL EVALUATION

The objective of this task is to develop the criteria for saltwater outfall alternatives based on the preliminary and final alternatives being evaluated. Work performed under Task 400 will satisfy the following requirements of an Engineering Report under WAC 173-240-060:

- Degree of treatment required to meet applicable receiving water quality criteria.
- Document compliance with water quality standard outside authorized mixing zones.
- Detailed outfall and mixing zone analysis.

Except as noted under assumptions, Consultant will provide the following services for Task 400:

Subtask 410 – Discharge Alternatives and Performance Assessment

Due to their condition, the City has determined that neither the existing RBC outfall/diffuser nor the existing lagoon outfall/diffuser will meet future needs. This subtask will develop alternative diffuser sites and configurations, and then evaluate their effluent mixing and water quality impacts. This task will establish discharge alternatives (site location and diffuser configuration) for:

4. Outfall for RBC plant site in Oak Harbor (new or rehabilitated existing).
5. Outfall for an alternative site discharging to Oak Harbor or Crescent Harbor.

Subtask 411 – Outfall Inspections

Conduct visual inspections of the existing outfalls as required in Special Condition S11 of the NPDES permit. Both outfalls will be visually inspected and videotaped by experienced outfall design engineers. Rhodamine WT dye will be injected into the effluents to aid in locating and photographing the outfall and diffusers, and will also be used to detect leaks. The inspection will include the nearshore section of the RBC outfall that is being evaluated for a temporary repair. The results of the inspections will be presented in a written report and DVD video.

Subtask 412 – Outfall and Diffuser Alternatives

Establish alternative diffuser sites in both Oak Harbor and Crescent Harbor. For practical purposes related to aquatic land use authorizations, preference will be given to siting diffusers at the existing locations. Additional diffuser locations will be considered if there are cost or performance advantages. Up to three diffuser alternatives (length, number and spacing of diffuser ports) will be established at each site. Due to the history of sedimentation around the RBC diffuser, elastomeric duckbill check valves will be considered.

Develop three outfall alignment and profile options (RBC outfall replacement to Oak Harbor, alternate site to Oak Harbor, alternate site to Crescent Harbor). Existing aerial base mapping and NOAA bathymetry will be used for the base map. Establish head loss ranges for diffuser alternatives. Establish pipeline diameter necessary for peak effluent flows and available discharge head. Perform a preliminary assessment of the utility of the two existing outfalls, based on existing drawings and dive inspection reports/videos. For the RBC outfall, evaluate potential slip lining alternative. Based on hydraulic analysis determine the need for effluent pumping for each alternative.

Subtask 413 – Shellfish Harvesting Areas and Aquatic Land Lease Assessment

Assess shellfish closure zone restrictions and potential geoduck damage payments for existing outfalls based on existing shellfish closure zones that have been established for the City's outfalls by the Washington Department of Health (DOH), and payments that have been pursued

by the Department of Natural Resources (DNR) in other areas where outfalls interfere with commercial fishing harvests. Assess potential changes in the closure zones and resource payments as a function of treatment plant flow and treatment technology (e.g. activated sludge versus MBR effluent). Summarize benefits, negative impacts, and potential resource costs of various diffuser siting and treatment technology options. Coordinate analysis and conclusions with DOH shellfish program manager.

Subtask 414 – Mixing Zone Analysis and Water Quality Assessment

Prepare mixing zone studies for up to two (2) combinations of outfall location and design flows, to meet anticipated requirements for development of a future NPDES permit. The analysis will include:

- Determination of acute and chronic mixing zone dilution factors using the existing Ecology/EPA mixing zone models and receiving water data.
- Assessment of the "reasonable potential" to exceed water quality criteria beyond the mixing zone boundaries, which is a statistical test adopted by Ecology to assess the need for effluent limits in the NPDES permit.
- Determination of the potential effluent limitations for toxicants (e.g. ammonia, chlorine, metals) in future NPDES.
- Determine compliance with ambient temperature criteria at the mixing zone boundaries.
- Assessment of the potential to impact aquatic sediments using Ecology screening criteria for potential impacts and review of existing sediment data near outfalls.
- Assess potential future Whidbey Basin marine TMDL limitations for nutrient discharge.

Subtask 410 Assumptions:

1. Preliminary effluent flow rates (maximum month, maximum day, and peak instantaneous) and gravity head availability will be used to establish hydraulic capacity of existing outfalls.
2. An objective for Subtask 410 will be to provide outfall information and conclusions to support the wastewater facilities screening conducted in Task 200.

Subtask 420 – Final Outfall Analysis

Subtask 421 – Confirm Mixing, Water Quality, and Shellfish Models

Finalize the mixing zone modeling, water quality assessments, and shellfish closure zone evaluations (updated from the previous subtask) based on the final flow and treatment facility alternatives developed under Task 200.

Subtask 422 – Recommended Outfall Improvements

Develop preliminary recommendations for the upgrade or replacement of the existing outfalls. Data developed in the evaluation will include variations and combinations of design features for up to two (2) outfall options, including:

- Alignment and profile for each outfall option.
- Diffuser criteria for each outfall option (number and size of ports, spacing, and orientation).

- Hydraulic capacity for each outfall option (gravity and pumped as appropriate).
- Recommendations for repair or rehabilitation for existing outfalls (as appropriate).
- Shoreline construction requirements as appropriate for new or repair work.
- Pipeline materials, cathodic protection, anchoring, and construction methods.
- Recommendations for maintenance and prevention of siltation.
- Permitting overview.
- Opinions of probable construction cost.

Summarize the mixing zone analysis and recommended outfall improvements, and document results and recommendations in TM5 – Outfall Evaluation and Recommendations.

Subtask 420 Assumptions:

1. Subtask 420 will be conducted in parallel with the final wastewater treatment alternatives development and screening under Task 300.

Task 400 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
Outfall inspection report and DVD for both existing outfalls	410	September 2010
(1) Preliminary Draft TM5 – Outfall Evaluation and Recommendations	410	August 2010
(1) TM5 – Outfall Evaluation and Recommendations	420	December 2010

TASK 500 – REUSE OPPORTUNITIES

The objective of this task is to evaluate the feasibility of beneficially reusing treated effluent produced by the proposed alternative. Except as noted under assumptions, Consultant will provide the following services under Task 500:

Subtask 510 – Preliminary Effluent Reuse Assessment

Develop and evaluate potential alternatives for reuse of treated effluent, including groundwater recharge, seasonal irrigation supply (urban and agricultural), in-plant use, and wetlands habitat augmentation/creation. Based on current regulations, identify treatment and facilities requirements, estimate land requirements and permitting restrictions, and prepare capital, operating, and life cycle cost estimates for up to two (2) potential reuse scenarios. Document results in TM6 – Reuse Opportunities.

Subtask 510 Assumptions:

1. The City of Oak Harbor will provide hydrogeologic reports, aquifer testing results, construction details and water quality analyses results for their groundwater sources.
2. No field exploration or field reconnaissance will be completed for this task.

Subtask 520 – Reuse Alternatives Development

The authorization and scope of this subtask will be developed pending the results of Subtask 510, and the outcome of the final alternatives screening process. If authorized by the City's Project Manager, Budget for this Subtask will be reallocated from Task 900.

Task 500 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(1) TM6 – Reuse Opportunities	510	April 2011

TASK 600 – FACILITIES PLAN

The objective of this task is to amend the City's existing Comprehensive Sewer Plan and complete a Facilities Plan that includes all applicable sections outlined by WAC 173-240-060 and 40CFR 35.917-1. The Facilities Plan will be consistent with federal, state, and local regulations and policies, such as the Endangered Species Act (ESA), the Growth Management Act, the City of Oak Harbor Comprehensive Plan, and the amended City of Oak Harbor Comprehensive Sewer Plan. The Facilities Plan will be sufficiently complete so that plans and specifications can be developed without substantial changes. Except as noted under assumptions, Consultant will provide the following services under Task 600:

Subtask 610 – Comprehensive Sewer Plan Amendment

Review and amend the December 2008 Comprehensive Sewer Plan for Ecology approval. Prepare an amendment with new data and recommendations to provide consistency with the Facilities Plan. Deliver Draft Amendment to the City in electronic (PDF) and hard copy format. Ten (10) hard copies of the Draft Amendment will be provided. Following City review of the Draft Amendment, incorporate comments into an Agency Draft Amendment to be submitted to Ecology for review.

Subtask 610 Assumptions:

1. The December 2008 Comprehensive Sewer Plan has been approved by Ecology. Consultant will prepare a brief amendment reflecting the proposed alternative developed in the Facilities Plan, including: selected liquid/solids treatment process(s); facilities site(s); collection/conveyance improvements; outfall/reuse of treated effluent; project implementation plan; and updated financial plan.
2. The Comprehensive Sewer Plan Amendment will be reviewed with Ecology as a component of the Agency Draft Facilities Plan.
3. Environmental Documentation prepared for the Facilities Plan will satisfy requirements for amending the Comprehensive Sewer Plan.

Subtask 620 – Develop Draft Facilities Plan

Compile the findings and recommendations documented in the previously defined Scope of Services into a Draft Facilities Plan. The expected outline of the Facilities Plan is included as Attachment 3.

Subtask 621 – Final Proposed Alternative Development
Develop the final proposed alternative in sufficient detail to satisfy facilities planning requirements, including:

- Refine the recommended liquid and solid stream treatment alternative to establish preliminary facility layouts and footprints.
- Develop design data, sizing criteria, liquid and solids stream schematics, and an overall WWTP hydraulic profile that reflects the recommended upgrades.
- Prepare plant electrical facility needs including back-up power generation and plant-wide power distribution.
- Provide a preliminary I/O list for recommended improvements and recommendations for a system-wide SCADA system (treatment facility and collections system).
- Provide a summary of collection, conveyance, and outfall improvements.

Subtask 622 – Architectural Renderings
Providing select architectural drawings of the proposed alternative to establish building envelopes, edge conditions, and the architectural treatments. Refine/update the 3D model generated in Subtask 312 to establish building mass, roof lines, and edge conditions, and provide up to two (2) rendered views of the new facilities on the selected site. Architectural renderings will convey materials and finishes and the general theme of the plant as it relates to local design guidelines and site specific architectural context. Coordinate with process building layouts and refined landscaping plans, and prepare one (1) site plan to illustrate the proposed appearance of the site, showing general land forms, planting, plant entrance, and parking.

Subtask 623 – Implementation Plan
Prepare an implementation plan for the recommended alternative, including a project schedule, phasing plan, anticipated project cost for each phase, and expected cash expenditure for the improvements.

Subtask 624 – Financial Analysis
Evaluate potential capital funding sources to develop funding strategy alternatives for the City. Estimate timing associated with potential funding programs, discuss eligibility, and note anticipated or potential program changes.

Prepare a financial analysis showing the project costs, how the project can be funded, and the how the debt can be repaid over a 20-year period. Reflect anticipated increases in operation and maintenance (O&M) costs and growth in connections in the analysis, including the financial history of the sewer utility and current outstanding debt. Summarize results and prepare the financial analysis chapter of the Facilities Plan.

Subtask 625 – Draft Facilities Plan
Deliver Draft Facilities Plans to the City in electronic (PDF) and hard copy format. Ten (10) hard copies of the Draft Facilities Plan will be provided. Following City review of the Draft Facilities Plan, incorporate comments into an Agency Draft Facilities Plan to be submitted to Ecology for review.

Subtask 620 Assumptions:

1. The output of the City's recent utility rate study will be used as the base for identifying history, policies and comparing funding strategies.

2. Infiltration and inflow (I/I) must be addressed to satisfy Ecology requirements for a Facilities Plan. Consultant will evaluate I/I according to Ecology Publication No. 97-03, using flow data provided by the City. It is assumed that the analysis will conclude with a determination of "Non-Excessive I/I". Field investigation of I/I sources and an evaluation of projects to reduce I/I are not included in this Scope of Services.
3. The financial analysis will be prepared for selected alternative.

Subtask 630 – Respond to Agency Review Comments

Consolidate Agency review comments on the Facilities Plan and Comprehensive Sewer Plan Amendment, and prepare a response to each comment. Review comments and responses with the City and Ecology.

Subtask 630 Assumptions:

1. Ecology review of the Facilities Plan and Comprehensive Sewer Plan Amendment will be conducted concurrently with review and approval of Environmental Documents.
2. Agency review workshops conducted throughout the project are expected to result in a minimal number of comments and changes to the Facilities Plan and Comprehensive Sewer Plan Amendment.

Subtask 640 – Final Facilities Plan Development

Following review of the Agency Draft Facilities Plan and following approval of the Environmental Documents, incorporate Agency comments submit a Final Facilities Plan.

Subtask 640 Assumptions:

1. None.

Subtask 650 – Technical/Agency Review Workshops

Conduct Technical/Agency Review Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

Staff/Agency Review Workshop	Objectives
T5 – Draft Facilities Plan Review	Review Draft Facilities Plan
A1 – Agency Draft Facilities Plan Review	Review Amended Comprehensive Sewer Plan Review Agency Draft Facilities Plan
A2 – Review Comment Responses	Review Responses to Agency Comments

Subtask 650 Assumptions:

1. Technical Workshops will be held at City of Oak Harbor facilities.
2. Agency Review Workshops will be held at Ecology facilities in Bellevue.

3. Consultant Project Manager and required team members will attend workshops.
4. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

Task 600 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(10) Draft Comprehensive Sewer Plan Amendment (for City review)	610	November 2011
(10) Agency Draft Comprehensive Sewer Plan Amendment	610	November 2011
(1) Rendered Site Plan	620	September 2011
(4) 3D Renderings of Facilities	620	September 2011
(10) Draft Facilities Plan (for City review)	620	November 2011
(10) Agency Draft Facilities Plan	620	November 2011
(1) Potential Capital Funding Sources TM	620	September 2011
(1) Response to Agency Comments Log	630	April 2012
(10) Final Comprehensive Sewer Plan Amendment	640	May 2012
(10) Final Facilities Plan	640	May 2012
(2) Staff Workshop Materials, Agenda, Minutes	650	Per Workshop Schedule
(2) Agency Review Workshop Materials, Agenda	650	Per Workshop Schedule

TASK 700 – ENVIRONMENTAL REVIEW AND DOCUMENTATION

Multiple environmental approvals are required for approval of the wastewater facilities plan and the comprehensive sewer plan amendment. The preferred alternative will have differing documentation requirements, depending upon the facility site, outfall improvements, and conveyance components. The environmental review and documentation task has been developed to encompass as many of these potentially differing requirements within a single document as possible, but will require finalization as the team proceeds through the alternative screening and review process.

Task 700 includes environmental documentation according to the National Environment Policy Act (NEPA), with either the Environmental Protection Agency (EPA) or Department of Defense as the NEPA lead agency. NEPA will be triggered by the need for approvals or permits from the Navy, or a funding request from the US EPA. NEPA compliance would also be triggered by a Corps of Engineers permit. The NEPA document will be adopted by the City for State Environmental Policy Act (SEPA) compliance, and will be used by the City to meet State Environmental Review Process (SERP) documentation requirements associated with submission of the Facilities Plan. This will also meet requirements for potential State Revolving Fund applications in the future.

The NEPA document will be an Environmental Assessment (EA), and it is assumed that NEPA EA will receive a Finding of No Significant Impact (FONSI). Meeting this determination will require that significant impacts can be identified and mitigated or avoided. The City will adopt

the EA to meet their SEPA requirements; at this time, we are assuming this would be a Mitigated DNS, consistent with the FONSI.

The objective of this task is to prepare documentation to evaluate the environmental impacts of the recommended project. Information to be gathered or issues to be addressed includes:

- Soils/erosion, based on Geotechnical Reconnaissance.
- Air quality/odor, based on qualitative odor assessment.
- Water quality, based on anticipated water quality impacts, wetlands delineation and impacts, and ground water impacts.
- Floodplain/flood insurance, based on information from Federal Emergency Management Agency (FEMA) maps.
- Fish and wildlife, based on information on existing animals on the proposed plant site, potential discharge pipe alignments and potential outfall sites.
- Vegetation, based on information on existing vegetation on the proposed plant site, potential discharge pipe alignments and potential outfall sites.
- Environmental health (biosolids), based on information on the quality of biosolids and potential health impacts.
- Environmental health (reclaimed water), based on information on the quality of reclaimed water and potential health impacts.
- Environmental health (hazardous materials), based on a list of hazardous materials that will be stored or used on the WWTP site.
- Noise, based on a qualitative description of typical noise level at the plant during both construction and operation.
- Compatibility with surrounding land use, based on land use information provided by the City.
- Aesthetics, based on architectural drawings and landscaping plans to illustrate the proposed appearance of the site.
- Historical and archaeological resources.
- Transportation.
- Funding.

Except as noted under assumptions, Consultant will provide the following services under Task 700:

Subtask 710 – Environmental Services / NEPA/SEPA documentation

Prepare an environmental assessment in accordance with the NEPA, conduct the required environmental reviews and studies; and release required notices and documents. Develop text, figures, and sections required to assemble prepared environmental documents to meet NEPA . This effort will rely heavily on previous documents, including the Facility Plan, prepared for the project with site specific information obtained as part of Tasks 200 and 300. Information will be incorporated from other tasks and outside sources such as public involvement and the cultural/historic resources review. Agency correspondence will be conducted and documented in accordance with NEPA requirements. This document will be used to meet the environmental

documentation requirements for the Facilities Plan. This approach will be finalized with the City and the NEPA lead agency during the alternative selection process.

Subtask 710 Assumptions:

1. The Consultant will meet with the City of Oak Harbor to formalize the proposed environmental document approach, based on anticipated funding requests and other requirements. This scope and accompanying budget is based on the assumption that the City will be submitting a Facilities Plan and will prepare a NEPA EA to meet the requirements of SERP documentation.
2. The City will issue the appropriate SEPA review document. It is assumed that document will be a Mitigated DNS, in accordance with a Finding of No Significant Impact (FONSI) from the NEPA process. If significant impacts are identified during the NEPA EA that do not warrant a FONSI, it will be necessary to revisit the SEPA process.
3. SERP documentation will be covered by the NEPA document.
4. The NEPA documentation will incorporate the findings and results of the Public Outreach program.

Subtask 720 – Biological Assessment and Essential Fish Habitat (EFH)

Prepare a biological assessment (BA) for species listed as threatened or endangered under the federal ESA, including Puget Sound Chinook salmon and bull trout, and candidate species, including Coho salmon. The BA will be submitted to the federal action agency, which will in turn confer and consult with the National Marine Fisheries Service and the United States Fish and Wildlife Service (Services) under Section 7 of the ESA. The BA will address the recommended plan identified during Task 300 and described in the Facilities Plan. It is assumed that analysis of direct and indirect effects of development within the service area will largely utilize land area development projections developed by the City of Oak Harbor. The project may result in a "no effect" determination and consultation with the federal services would not be required. This will be determined during the initial steps of the project. Subtasks will include the following:

- Draft BA. Prepare a draft BA for review by the City and Carollo. Included activities involved in preparation of the BA are:
  - Communications with the National Marine Fisheries Service (NMFS), US Fish and Wildlife Service (USFWS), and Washington Department of Fish and Wildlife (WDFW), to obtain habitat and species information.
  - Review of the literature and published information for each Listed, Proposed, and Candidate species identified by USFWS and NMFS occurring within the project area. This task also includes a site visit and a review of reports that have already been prepared for this project or similar projects in the vicinity.
  - Preparation of an internal review draft document.
- Final BA. Prepare a final BA document incorporating the City's and Carollo's comments on the draft report for submittal by the City to the Department of Ecology.
- Consultation assistance. Following submittal of the BA, provide responses to comments on the document by the federal action agency) and the federal services (if appropriate) up to the hours indicated. It is assumed that Ecology will be serving as representative for EPA as the federal action agency for this project, in accordance with SERP it is assumed that Ecology will coordinate consultation with the federal services if required.

Formal consultation will not be required if there is a "No Effect" determination and EPA agrees with the determination.

- Attend at up to two meetings with Ecology and liaisons for both NMFS and USFWS during consultation.

Subtask 720 Assumptions:

1. Analysis of direct and indirect effects of development within the service area will largely utilize land area development projections developed by the City of Oak Harbor.
2. ESA consultation is typically coordinated through the federal action agency, anticipated in this case to be Ecology on behalf of the Environmental Protection Agency (EPA), as outlined in the SERP guidelines. The existing wetland report and geotechnical study are assumed to be sufficient for the purposes of the BA.
3. The BA will be conducted for the recommended alternative, with appropriate level of design detail provided by Carollo.
4. An Essential Fish Habitat Assessment (EFH) will be submitted and reviewed as a component of the BA.
5. The project action area includes all locations at which the proposed project could potentially impact ESA listed species or their critical habitat including locations distant from the project site.
6. The BA will be submitted to the federal action agency, which will in turn confer and consult with the National Marine Fisheries Service and the Services under Section 7 of the ESA.
7. Conclusion of the BA consultation process will be dictated by the timelines of the federal agency responses. Consultant will respond promptly to agency requests during the consultation process.
8. Ecology will be serving as representative for EPA as the federal action agency for this project, in accordance with SERP it is assumed that Ecology will coordinate consultation with the federal services if required. Formal consultation will not be required if there is a "No Effect" determination and EPA agrees with the determination.

Subtask 730 – Section 106 Compliance

Using Subtask 233 as a starting point, prepare a memorandum regarding historical and archaeological resources for inclusion in the Environmental Assessment. Prepare Section 106 consultation correspondence for signature of Federal lead agency.

Task 700 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(1) Draft and Final NEPA EA	710	May 2012
(1) Draft and Final BA or No Affect Letter (electronic and 6 hard copies)	720	May 2012
Draft and Final responses (electronic) to federal agency comments	720	May 2012

TASK 800 – PUBLIC PROCESS SUPPORT

The objective of this task is to support successful project implementation by proactively identifying and addressing public and stakeholder issues. As defined below, the City will lead public process activities for the Project, with significant support from the Consultant. Except as noted under assumptions, Consultant will provide the following services for Task 800:

Subtask 810 – Public Process Planning

Participate in two (2) meetings with the City to develop a project-specific public/stakeholder involvement plan (PIP) that meets NEPA, SERP, and SEPA requirements and that identifies the following:

- Target audiences and issues;
- Anticipated schedule of activities;
- Interrelationships and responsibilities; and
- Public involvement tools for each phase of the project.

Prepare a Draft PIP, review with the City, make revisions, and produce a final PIP. Participate in coordinating phone calls with City of Oak Harbor staff to provide strategic advice on public involvement and communications issues as they arise throughout the Project.

Subtask 810 Assumptions:

1. Consultant will update the PIP once during the project.

Subtask 820 – Stakeholder Workshop Facilitation

Assist the City in planning and conducting Stakeholder Workshop No. 1. Participate in a preparation session for the workshop. Prepare a workshop plan in advance that identifies goals, objectives, agenda, roles and responsibilities, and materials. Produce presentation materials, and develop draft and final agendas. Facilitate the Stakeholder Workshop and produce one (1) draft and one (1) final summary (minutes).

Assist the City in planning and conducting up to three (3) meetings with the U.S. Navy to communicate project status and obtain feedback. For each meeting, provide technical, financial, and environmental information to assist discussions facilitated by the City.

Subtask 820 Assumptions:

1. Stakeholder Workshop No. 1 will be held at City of Oak Harbor facilities.
2. The City will coordinate announcements for Stakeholder Workshop No. 1 and deliver workshop materials to attendees.
3. In addition to City staff, it is anticipated that Stakeholder Workshop No. 1 attendees will include representatives of NASWI Public Works, local community members, local Tribes, and permitting agencies (Ecology, DOH, DNR, and the Army Corps of Engineers).
4. Consultant Project Manager will attend Navy meetings and provide technical information. City staff will facilitate discussion and summarize action items.

Subtask 830 – Public Meeting Facilitation

Assist the City in planning and conducting Public Meetings, defined below. Participate in up one (1) preparation session for each meeting. Facilitate the Public Meetings and produce one (1) draft and one (1) final summary (minutes). For each meeting: arrange for suitable meeting locations; prepare meeting plans; produce presentation materials; develop sign in sheets and public comment forms; develop draft and final agendas; and develop draft and final meeting announcements/save the date notices.

Throughout the Project, develop and maintain a contact list of stakeholders and interested parties. Maintain a log of public comments received outside of the public meetings (via the website, emails to project team staff, phone calls, etc.), and responses to public inquiries as requested by the City.

Public Meeting	Objectives
P1 – Public Meeting No. 1	Communicate Project Purpose and Objectives Report Project Plan and Schedule Obtain Input on Decision Making Methodology Communicate Future Opportunities for Input
P2 – Public Meeting No. 2	Report Results of Alternatives Screening Obtain Input on Short Listed Alternatives (4)
P3 – Public Meeting No. 3	Obtain Input to Refine Proposed Alternative (1)

Subtask 830 Assumptions:

1. The City will arrange for meeting locations and facilities.
2. The City will publish announcements in the local paper and include notices of meetings on their website.

Subtask 840 – Council/Committee Meeting Participation

Assist the City in planning and conducting Council/Committee Meetings, defined below. Prepare meeting objectives, agendas, roles and responsibilities, and presentation materials in advance of the meetings. Participate in up to one (1) preparation session for each meeting.

Council/Committee Meeting	Objectives
C1 – Council Committee Meeting No. 1	Report Progress Report Project Challenges and Opportunities
C2 – Council Workshop No. 1	Report Feedback from Stakeholders and Public Establish Decision Making Criteria Process (basic technical and environmental) Sites (policy considerations) Alternatives (TBL+ objectives)

C3 – Council Committee Meeting No. 2	Report Results of Alternative Screening Report Feedback from Stakeholders and Public Confirm Short Listed Alternatives (4)
C4 – Council Committee Meeting No. 3	Report/Obtain Input on Proposed Alternative (1)
C5 – Council Meeting No. 1	Confirm Proposed Alternative (1)
C6 – Council Meeting No. 2	Report Feedback from Public and Stakeholders Provide Overview of Draft Facilities Plan Confirm Draft Facilities Plan Submission to Ecology

Subtask 840 Assumptions:

1. Council/Committee Meetings will be held at City of Oak Harbor facilities.
2. The City will coordinate announcements for meetings and deliver meeting materials to attendees.
3. Consultant staff will lead/facilitate and provide information for discussion at Council Workshops.
4. Consultant Project Manager will attend City Council Committee Meetings/City Council Meetings, and assist City staff in presenting technical information.

Subtask 850 – Public/Stakeholder Involvement Product Development

In consultation with City of Oak Harbor staff, develop a project website and periodically update the website content. Prepare one (1) draft and one (1) final project brochure for informing the public about the background, goals, and specifics of the project.

Other options for products and activities, subject to Oak Harbor authorization and decisions from the Public Involvement Plan include:

- One additional or updated brochure, likely focused on the range of alternatives.
- In consultation with City of Oak Harbor staff, the Consultant may produce a segment for the City of Oak Harbor public access channel. It is intended that the Consultant will prepare a script and be involved in organizing and producing these segments, but assumed that the City will do the actual filming and production. Assume City staff would appear in the video segment.
- Consultant will assist with strategy and development of presentations for local community groups that City staff would make.

Task 850 Assumptions:

1. All written or web materials and communications products will be reviewed and approved by City of Oak Harbor staff/consultants.
2. The City will print and send materials to the public.
3. Public Access TV facilities and costs are paid by the City.

Task 800 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(10) Stakeholder Interviews	810	August 2010
(1) Draft PIP	810	July 2010
(1) Final PIP	810	August 2010
(1) Stakeholder Workshop Plan, Agenda, Materials	820	September 2010
(3) Public Meeting Plan, Agenda, Materials	830	Per Public Meeting Schedule
(1) Council Workshop Plan, Agenda, Materials	840	October 2010
(5) Technical information/documents/presentations for City Council Committee/City Council Meetings	840	Per Council Committee/Council Meeting Schedule
(1) Project Website	850	September 2010
(12) Updates to Project Website	850	As Needed
(1) Project Brochure	850	January 2011
(1) Public Access TV Production Plan	850	As Needed

TASK 900 – MANAGEMENT RESERVE

This objective of this task is to provide additional engineering services throughout delivery of the Project (e.g. additional workshops, meetings, evaluations, etc.). Any work performed under this task will require prior written authorization from the City's Project Manager. Authorization will specify the requested scope of services and cost for the work, which will be reviewed, negotiated, and agreed upon by the Project Manager and Consultant prior to performing the work.

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
June 4, 2010
Level of Effort (Hours) Summary

WORK TASKS	Carollo	Subconsultants											Total Hours
		BHC	ESA Adolfson	Triangle Associates	Michael Willis Architects	Cosmo. Engineering Group	Geo-Engineers	Bruce Dees and Associates	KI&A	Paragon Research	Certified Land Services	Surveyor	
TASK 100 - PROJECT MANAGEMENT	231	82	20	48	36	20	4	4	18	8	8	0	479
TASK 200 - PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING	686	573	64	24	113	0	58	0	24	62	178	0	1,782
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING	206	124	0	8	80	0	0	34	0	0	0	176	628
TASK 400 - OUTFALL EVALUTION	44	0	0	0	0	592	0	0	0	0	0	0	636
TASK 500 - REUSE OPPORTUNITIES	138	70	32	0	0	0	44	0	0	0	0	0	284
TASK 600 - FACILITIES PLAN	390	248	0	0	267	0	0	0	132	0	0	0	1,037
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION	30	0	443	0	0	0	0	0	0	67	0	0	540
TASK 800 - PUBLIC PROCESS SUPPORT	328	68	0	536	52	0	0	0	28	14	0	0	1,026
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL LABOR HOURS	2,053	1,165	559	616	548	612	106	38	202	151	186	176	6,412

Cost Summary

WORK TASKS	Carollo	Subconsultants											Total Cost
		BHC	ESA Adolfson	Triangle Associates	Michael Willis Architects	Cosmo. Engineering Group	Geo-Engineers	Bruce Dees and Associates	KI&A	Paragon Research	Certified Land Services	Surveyor	
TASK 100 - PROJECT MANAGEMENT	$44,787	$17,660	$3,264	$6,963	$4,471	$3,222	$866	$520	$2,160	$1,072	$831	$0	$85,816
TASK 200 - PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING	$127,197	$104,211	$9,886	$4,298	$16,141	$0	$7,262	$0	$2,880	$6,330	$15,225	$0	$293,429
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING	$40,697	$22,605	$0	$1,433	$9,408	$0	$0	$4,420	$0	$0	$0	$22,000	$100,562
TASK 400 - OUTFALL EVALUTION	$7,740	$0	$0	$0	$0	$94,258	$0	$0	$0	$0	$0	$0	$101,997
TASK 500 - REUSE OPPORTUNITIES	$23,003	$13,492	$3,732	$0	$0	$0	$5,984	$0	$0	$0	$0	$0	$46,211
TASK 600 - FACILITIES PLAN	$64,816	$42,110	$0	$0	$30,393	$0	$0	$0	$15,840	$0	$0	$0	$153,159
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION	$5,320	$0	$52,069	$0	$0	$0	$0	$0	$0	$7,292	$0	$0	$64,680
TASK 800 - PUBLIC PROCESS SUPPORT	$82,190	$15,681	$0	$56,192	$9,331	$0	$0	$0	$3,360	$1,806	$0	$0	$148,560
TASK 900 - MANAGEMENT RESERVE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$75,000
SUBTOTAL COST	$375,749	$215,759	$68,951	$68,885	$69,743	$97,480	$14,113	$4,940	$24,240	$16,500	$16,056	$22,000	$1,069,416
SUBCONSULTANT MARKUP (5% for all subconsultants except BHC)			$3,448	$3,444	$3,487	$4,874	$706	$247	$1,212	$825	$803	$1,100	$20,145
TOTAL COST	$375,749	$215,759	$72,398	$72,329	$73,231	$102,354	$14,818	$5,187	$25,452	$17,325	$16,858	$23,100	$1,089,561

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Carollo Level of Effort Estimate
June 4, 2010

WORK TASKS	Project Manager	QA/QC Team	Engineering Manager	Senior Engineer/ Process Analyst	Staff Engineer	CAD/ Graphics Technician	WP/ Admin. Support	Carollo Hours	Carollo DL Cost
Direct Labor (DL) Rates	$67	$77	$77	$55	$46	$31	$29		
TASK 100 - PROJECT MANAGEMENT									
Subtask 110 - Project Management Plan	12	40	8	0	16	4	12	92	$5,697
Subtask 120 - Project Monitoring and Reporting	40	0	0	0	12	0	15	67	$3,680
Subtask 130 - Project Management Meetings	16	0	8	0	8	0	0	32	$2,059
Subtask 140 - Project Team Website	8	0	0	0	16	0	16	40	$1,737
Task 100 Subtotal	76	40	16	0	52	4	43	231	$13,173
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING									
Subtask 210 - Basis of Design Documentation	4	0	20	12	32	0	16	84	$4,391
Subtask 220 - Preliminary Alternatives Development	20	0	68	44	124	24	16	296	$15,867
Subtask 230 - Preliminary Alternatives Screening	22	0	24	0	44	0	8	98	$5,575
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	0	0	0	0	$0
Subtask 250 - Technical Workshops	64	0	40	0	64	16	24	208	$11,506
Task 200 Subtotal	110	0	152	56	264	40	64	686	$37,330
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING									
Subtask 310 - Final Alternatives Development and Screening	22	0	36	0	62	6	0	126	$7,275
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	0	0	0	0	$0
Subtask 330 - Technical Workshops	20	0	24	0	28	0	8	80	$4,706
Task 300 Subtotal	42	0	60	0	90	6	8	206	$11,981
TASK 400 - OUTFALL EVALUTION									
Subtask 410 - Preliminary Outfall Assessment	4	0	2	0	8	0	0	14	$790
Subtask 420 - Final Outfall Assessment	8	0	2	0	12	0	8	30	$1,475
Task 400 Subtotal	12	0	4	0	20	0	8	44	$2,265
TASK 500 - REUSE OPPORTUNITIES									
Subtask 510 - Preliminary Effluent Reuse Assessment	8	0	24	0	72	24	10	138	$6,712
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	0	0	0	$0
Task 500 Subtotal	8	0	24	0	72	24	10	138	$6,712
TASK 600 - FACILITIES PLAN									
Subtask 610 - Comprehensive Sewer Plan Amendment	8	0	4	0	20	4	24	60	$2,583
Subtask 620 - Develop Draft Facilities Plan	20	0	36	16	84	12	38	206	$10,306
Subtask 630 - Respond to Agency Review Comments	4	0	4	0	24	0	8	40	$1,910
Subtask 640 - Final Facilities Plan Development	4	0	4	0	12	8	16	44	$1,837
Subtask 650 - Technical/Agency Review Workshops	12	0	8	0	16	0	4	40	$2,273
Task 600 Subtotal	48	0	56	16	156	24	90	390	$16,910
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION									
Subtask 710 - Environmental Services / NEPA/SEPA documentation	4	0	0	0	6	0	2	12	$603
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	2	0	0	0	8	0	0	8	$410
Subtask 730 - Section 106 Compliance	4	0	0	0	8	0	0	10	$545
Task 700 Subtotal	10	0	0	0	18	0	2	30	$1,558
TASK 800 - PUBLIC PROCESS SUPPORT									
Subtask 810 - Public Process Planning	8	0	0	0	0	0	0	8	$539
Subtask 820 - Stakeholder Workshop Facilitation	24	0	8	0	24	0	8	64	$3,564
Subtask 830 - Public Meeting Facilitation	48	0	0	0	48	0	8	104	$5,668
Subtask 840 - Council/Committee Meeting Facilitation	48	0	16	0	42	0	8	114	$6,621
Subtask 850 - Public/Stakeholder Involvement Product Development	8	0	4	0	16	6	4	38	$1,880
Task 800 Subtotal	136	0	28	0	130	6	28	328	$18,272
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	0	0	0	0	$0
Task 900 Subtotal	0	0	0	0	0	0	0	0	$0
TOTAL LABOR HOURS	442	40	340	72	802	104	253	2,053	
TOTAL DL COST	$29,773	$3,070	$26,098	$3,925	$36,804	$3,194	$7,337		$110,201

CAROLLO BASIS OF ESTIMATED COST	
LABOR AND FEE	
Direct Labor (DL)	$110,201
Indirect Costs (ID) at 1.85	$203,872
Fixed Fee 12% (DL + ID)	$37,689
SUBTOTAL LABOR AND FEE	$351,762
OTHER EXPENSES	
Other Direct Costs (Estimated at 5% of DL) [1]	$5,510
Project Equipment and Communications ($9/hr)	$18,477
SUBTOTAL OTHER EXPENSES	$23,987
TOTAL ESTIMATED COST	$375,749

(1) Other Direct Costs include:

Travel and Subsistence	At Cost
Mileage Charge per Mile	IRS Rate
Reproduction Materials and Expenses	At Cost

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
BHC Level of Effort Estimate
June 4, 2010

WORK TASKS	QA/QC Team	Engineering Manager	Design Lead	Senior Engineer	Staff Engineer	CAD/ Graphics Technician	WP/ Admin. Support	BHC Hours	BHC Labor Costs	Expenses	BHC Total Costs
Hourly Billing Rates	$225	$200	$190	$175	$115	$130	$85				
TASK 100 - PROJECT MANAGEMENT											
Subtask 110 - Project Management Plan	24	8	0	0	0	0	0	32	$7,000	$179	$7,179
Subtask 120 - Project Monitoring and Reporting	0	32	0	0	0	0	0	32	$6,400	$179	$6,579
Subtask 130 - Project Management Meetings	8	10	0	0	0	0	0	18	$3,800	$101	$3,901
Subtask 140 - Project Team Website	0	0	0	0	0	0	0	0	$0	$0	$0
Task 100 Subtotal	32	50	0	0	0	0	0	82	$17,200	$460	$17,660
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING											
Subtask 210 - Basis of Design Documentation	0	25	0	0	0	0	0	25	$5,000	$140	$5,140
Subtask 220 - Preliminary Alternatives Development	0	48	192	24	0	32	32	328	$57,160	$1,838	$58,998
Subtask 230 - Preliminary Alternatives Screening	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	24	80	0	40	40	16	0	180	$31,080	$1,009	$32,089
Subtask 250 - Technical Workshops	0	16	24	0	0	0	0	40	$7,760	$224	$7,984
Task 200 Subtotal	24	149	216	64	40	48	32	573	$101,000	$3,211	$104,211
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING											
Subtask 310 - Final Alternatives Development and Screening	0	10	0	0	10	20	0	40	$5,750	$224	$5,974
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	40	0	0	0	0	40	$7,600	$224	$7,824
Subtask 330 - Technical Workshops	0	20	24	0	0	0	0	44	$8,560	$247	$8,807
Task 300 Subtotal	0	30	64	0	10	20	0	124	$21,910	$695	$22,605
TASK 400 - OUTFALL EVALUTION											
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES											
Subtask 510 - Preliminary Effluent Reuse Assessment	0	10	40	20	0	0	0	70	$13,100	$392	$13,492
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	0	0	0	$0	$0	$0
Task 500 Subtotal	0	10	40	20	0	0	0	70	$13,100	$392	$13,492
TASK 600 - FACILITIES PLAN											
Subtask 610 - Comprehensive Sewer Plan Amendment	0	40	0	0	40	16	0	96	$14,680	$538	$15,218
Subtask 620 - Develop Draft Facilities Plan	0	12	36	36	0	16	16	116	$18,980	$650	$19,630
Subtask 630 - Respond to Agency Review Comments	0	8	4	4	0	0	0	16	$3,060	$90	$3,150
Subtask 640 - Final Facilities Plan Development	0	10	0	0	0	0	0	10	$2,000	$56	$2,056
Subtask 650 - Technical/Agency Review Workshops	0	10	0	0	0	0	0	10	$2,000	$56	$2,056
Task 600 Subtotal	0	80	40	40	40	32	16	248	$40,720	$1,390	$42,110
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION											
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	0	0	0	0	0	0	$0	$0	$0
Task 700 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT											
Subtask 810 - Public Process Planning	16	0	0	0	0	0	0	16	$3,600	$90	$3,690
Subtask 820 - Stakeholder Workshop Facilitation	12	0	0	0	0	0	0	12	$2,700	$87	$2,787
Subtask 830 - Public Meeting Facilitation	16	0	0	0	0	0	0	16	$3,600	$90	$3,690
Subtask 840 - Council/Committee Meeting Facilitation	24	0	0	0	0	0	0	24	$5,400	$135	$5,535
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	0	0	0	0	0	0	$0	$0	$0
Task 800 Subtotal	68	0	0	0	0	0	0	68	$15,300	$381	$15,681
TASK 900 - MANAGEMENT RESERVE											
	0	0	0	0	0	0	0	0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	124	319	360	124	90	100	48	1,165			
TOTAL COSTS	$27,900	$63,800	$68,400	$21,700	$10,350	$13,000	$4,080		$209,230	$6,529	$215,759

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
ESA Adolfson Level of Effort Estimate
June 4, 2010

WORK TASKS	Project Manager	Lead Planner	Lead Scientist	Staff Scientist/ Planner	Project Admin	CAD/ Graphics Technician	Graphics GIS	ESA Hours	ESA Labor Costs	Expenses	ESA Total Costs
Hourly Billing Rates	$190	$123	$123	$88	$75	$120	$89				
TASK 100 - PROJECT MANAGEMENT											
Subtask 110 - Project Management Plan	4	0	0	0	0	0	0	4	$760	$0	$760
Subtask 120 - Project Monitoring and Reporting	8	8	0	0	0	0	0	16	$2,504	$0	$2,504
Subtask 130 - Project Management Meetings	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	0	0	0	0	0	0	$0	$0	$0
Task 100 Subtotal	12	8	0	0	0	0	0	20	$3,264	$0	$3,264
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING											
Subtask 210 - Basis of Design Documentation	0	0	0	0	0	0	0	0	$0	0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	22	20	16	0	4	0	2	64	$9,088	$800	$9,888
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	0	0	0	0	0	0	0	0	$0	$0	$0
Task 200 Subtotal	22	20	16	0	4	0	2	64	$9,088	$800	$9,888
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING											
Subtask 310 - Final Alternatives Development and Screening	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	0	0	0	0	0	0	$0	$0	$0
Task 300 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 400 - OUTFALL EVALUTION											
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES											
Subtask 510 - Preliminary Effluent Reuse Assessment	4	16	0	8	4	0	0	32	$3,732	$0	$3,732
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	0	0	0	$0	$0	$0
Task 500 Subtotal	4	16	0	8	4	0	0	32	$3,732	$0	$3,732
TASK 600 - FACILITIES PLAN											
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	0	0	0	0	$0	$0	$0
Task 600 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION											
Subtask 710 - Environmental Services / NEPA/SEPA documentation	20	76	24	34	26	12	6	198	$23,015	$800	$23,815
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	15	24	86	84	10	20	6	245	$27,455	$800	$28,255
Subtask 730 - Section 106 Compliance	0	0	0	0	0	0	0	0	$0	$0	$0
Task 700 Subtotal	35	100	110	118	36	32	12	443	$50,469	$1,600	$52,069
TASK 800 - PUBLIC PROCESS SUPPORT											
Subtask 810 - Public Process Planning	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	0	0	0	0	0	0	$0	$0	$0
Task 800 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	0	0	0	0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	73	144	126	126	44	32	14	559			
TOTAL COST	$13,870	$17,712	$15,498	$11,088	$3,300	$3,840	$1,243		$66,551	$2,400	$68,951

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Triangle and Associates Level of Effort Estimate
June 4, 2010

WORK TASKS	Bob Wheeler	Ellen Blair	Project Associate	Dennis Foster	Triangle Hours	Triangle Labor Costs	Expenses	Triangle Total Costs
Hourly Billing Rates	$179	$82	$67	$126				
TASK 100 - PROJECT MANAGEMENT								
Subtask 110 - Project Management Plan	0	0	0	0	0	$0	$0	$0
Subtask 120 - Project Monitoring and Reporting	4	0	0	24	28	$3,792	$0	$3,792
Subtask 130 - Project Management Meetings	8	0	0	12	20	$2,971	$200	$3,171
Subtask 140 - Project Team Website	0	0	0	0	0	$0	$0	$0
Task 100 Subtotal	12	0	0	36	48	$6,763	$200	$6,963
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING								
Subtask 210 - Basis of Design Documentation	0	0	0	0	0	$0	0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	0	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	0	0	0	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	24	0	0	0	24	$4,298	$0	$4,298
Task 200 Subtotal	24	0	0	0	24	$4,298	$0	$4,298
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING								
Subtask 310 - Final Alternatives Development and Screening	0	0	0	0	0	$0	$0	$0
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	8	0	0	0	8	$1,433	$0	$1,433
Task 300 Subtotal	8	0	0	0	8	$1,433	$0	$1,433
TASK 400 - OUTFALL EVALUTION								
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES								
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	0	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	$0	$0	$0
Task 500 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN								
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	0	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	0	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	0	$0	$0	$0
Task 600 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION								
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	0	0	0	$0	$0	$0
Task 700 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT								
Subtask 810 - Public Process Planning	24	42	60	0	126	$11,729	$125	$11,854
Subtask 820 - Stakeholder Workshop Facilitation	24	0	60	0	84	$8,295	$500	$8,795
Subtask 830 - Public Meeting Facilitation	60	0	60	0	120	$14,741	$300	$15,041
Subtask 840 - Council/Committee Meeting Facilitation	16	0	0	0	16	$2,865	$100	$2,965
Subtask 850 - Public/Stakeholder Involvement Product Development	20	70	100	0	190	$15,967	$1,570	$17,537
Task 800 Subtotal	144	112	280	0	536	$53,597	$2,595	$56,192
TASK 900 - MANAGEMENT RESERVE	0	0	0		0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	188	112	280	36	616			
TOTAL COST	$33,667	$9,158	$18,851	$4,614		$66,090	$2,795	$68,885

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Michael Willis Architects Level of Effort Estimate
June 4, 2010

WORK TASKS	QA/QC Architect	Principal	Staff Architect	CAD/ Graphics Technician	WP/ Admin. Support	MWA Hours	MWA Labor Costs	Expenses	MWA Total Costs
Hourly Billing Rates	$140	$175	$110	$85	$75				
TASK 100 - PROJECT MANAGEMENT									
Subtask 110 - Project Management Plan	0	4	0	0	0	4	$700	$25	$725
Subtask 120 - Project Monitoring and Reporting	0	8	12	0	12	32	$3,620	$127	$3,747
Subtask 130 - Project Management Meetings	0	0	0	0	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	0	0	0	0	$0	$0	$0
									$0
Task 100 Subtotal	0	12	12	0	12	36	$4,320	$151	$4,471
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING									
Subtask 210 - Basis of Design Documentation	0	10	2	0	1	13	$2,045	$72	$2,117
Subtask 220 - Preliminary Alternatives Development	0	31	60	0	9	100	$12,700	$1,324	$14,024
Subtask 230 - Preliminary Alternatives Screening	0	0	0	0	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	0	0	0	0	0	0	$0	$0	$0
Task 200 Subtotal	0	41	62	0	10	113	$14,745	$1,396	$16,141
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING									
Subtask 310 - Final Alternatives Development and Screening	2	20	16	40	2	80	$9,090	$318	$9,408
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	0	0	0	0	$0	$0	$0
Task 300 Subtotal	2	20	16	40	2	80	$9,090	$318	$9,408
TASK 400 - OUTFALL EVALUTION									
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES									
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	0	0	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	0	$0	$0	$0
Task 500 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN									
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	10	24	48	104	1	187	$19,795	$693	$20,488
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	16	52	0	12	80	$9,420	$485	$9,905
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	0	0	$0	$0	$0
Task 600 Subtotal	10	40	100	104	13	267	$29,215	$1,178	$30,393
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION									
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	0	0	0	0	$0	$0	$0
Task 700 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT									
Subtask 810 - Public Process Planning	0	0	0	0	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	0	0	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	26	16	8	2	52	$7,140	$2,191	$9,331
Subtask 840 - Council/Committee Meeting Facilitation	0	0	0	0	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	0	0	0	0	$0	$0	$0
Task 800 Subtotal	0	26	16	8	2	52	$7,140	2,191	$9,331
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	0	0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	12	139	206	152	39	548			
TOTAL COST	$1,680	$24,325	$22,660	$12,920	$2,925		$64,510	$5,233	$69,743

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Cosmopolitan Engineering Group Level of Effort Estimate
June 4, 2010

WORK TASKS	Principal / Sr. Eng	Engineer III	WP/CAD	Cosmo. Hours	Cosmo. Labor Costs	Expenses	Cosmo. Total Costs
Hourly Billing Rates	$181	$132	$110				
TASK 100 - PROJECT MANAGEMENT							
Subtask 110 - Project Management Plan	4	0	0	4	$722	$0	$722
Subtask 120 - Project Monitoring and Reporting	8	8	0	16	$2,500	$0	$2,500
Subtask 130 - Project Management Meetings	0	0	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	0	0	$0	$0	$0
Task 100 Subtotal	12	8	0	20	$3,222	$0	$3,222
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING							
Subtask 210 - Basis of Design Documentation	0	0	0	0	$0	0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	0	0	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	$0	$0	$0
Subtask 250 - Staff Workshops	0	0	0	0	$0	$0	$0
Task 200 Subtotal	0	0	0	0	$0	$0	$0
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING							$0
Subtask 310 - Final Alternatives Development and Screening	0	0	0	0	$0	$0	$0
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	0	0	$0	$0	$0
Task 300 Subtotal	0	0	0	0	$0	$0	$0
TASK 400 - OUTFALL EVALUTION							
Subtask 410 - Preliminary Outfall Assessment	104	200	56	360	$51,338	$10,824	$62,162
Subtask 420 - Final Outfall Assessment	52	132	48	232	$32,095	$0	$32,095
Task 400 Subtotal	156	332	104	592	$83,434	$10,824	$94,258
TASK 500 - REUSE OPPORTUNITIES							
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	0	0	$0	$0	$0
Task 500 Subtotal	0	0	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN							
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	$0	$0	$0
Task 600 Subtotal	0	0	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION							
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	0	0	$0	$0	$0
Task 700 Subtotal	0	0	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT							
Subtask 810 - Public Process Planning	0	0	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	0	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	0	0	$0	$0	$0
Task 800 Subtotal	0	0	0	0	$0	$0	$0
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	168	340	104	612			
TOTAL COST	$30,341	$44,849	$11,486		$86,656	$10,824	$97,480

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
GeoEngineers Level of Effort Estimate
June 4, 2010

WORK TASKS	Principal	Senior Engineer	Engineer 2	Staff 3 Eng	Staff 2 Sci	CAD/GIS	Admin 2	GeoEng Hours	GeoEng Labor Costs	Expenses	GeoEng Total Costs
Hourly Billing Rates	$217	$160	$121	$101	$78	$88	$66				
TASK 100 - PROJECT MANAGEMENT											
Subtask 110 - Project Management Plan	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 120 - Project Monitoring and Reporting	4	0	0	0	0	0	0	4	$866	$0	$866
Subtask 130 - Project Management Meetings	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	0	0	0	0	0	0	$0	$0	$0
Task 100 Subtotal	4	0	0	0	0	0	0	4	$866	$0	$866
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING											
Subtask 210 - Basis of Design Documentation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	4	0	30	14	0	2	8	58	$6,607	$655	$7,262
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	0	0	0	0	0	0	0	0	$0	$0	$0
Task 200 Subtotal	4	0	30	14	0	2	8	58	$6,607	$655	$7,262
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING											
Subtask 310 - Final Alternatives Development and Screening	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	0	0	0	0	0	0	$0	$0	$0
Task 300 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 400 - OUTFALL EVALUTION											
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES											
Subtask 510 - Preliminary Effluent Reuse Assessment	2	28	0	0	6	4	4	44	$5,984	$0	$5,984
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	0	0	0	$0	$0	$0
Task 500 Subtotal	2	28	0	0	6	4	4	44	$5,984	$0	$5,984
TASK 600 - FACILITIES PLAN											
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	0	0	0	0	$0	$0	$0
Task 600 Subtotal	0	0	0	0	0	0	0	0	$0		$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION											
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	0	0	0	0	0	0	$0	$0	$0
Task 700 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT											
Subtask 810 - Public Process Planning	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	0	0	0	0	0	0	$0	$0	$0
Task 800 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	0	0	0	0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	10	28	30	14	6	6	12	106			
TOTAL COST	$2,166	$4,466	$3,624	$1,414	$468	$530	$790		$13,458	$655	$14,113

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Paragon Research Level of Effort Estimate
June 4, 2010

WORK TASKS	Project Manager	Senior Archaeol.	Senior Researcher	Archaeol.	Admin. / Graphics	Paragon Hours	Paragon Labor Costs	Expenses	Paragon Total Costs
Hourly Billing Rates	$134	$114	$104	$91	$74				
TASK 100 - PROJECT MANAGEMENT									
Subtask 110 - Project Management Plan	0	0	0	0	0	0	$0	$0	$0
Subtask 120 - Project Monitoring and Reporting	8	0	0	0	0	8	$1,072	$0	$1,072
Subtask 130 - Project Management Meetings	0	0	0	0	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	0	0	0	0	$0	$0	$0
Task 100 Subtotal	8	0	0	0		8	$1,072	$0	$1,072
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING									
Subtask 210 - Basis of Design Documentation	0	0	0	0	0	0	$0	$0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	0	0	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	2	0	38	20	2	62	$6,230	$100	$6,330
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	0	0	0	0	0	0	$0	$0	$0
Task 200 Subtotal	2	0	38	20	2	62	$6,230	$100	$6,330
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING									
Subtask 310 - Final Alternatives Development and Screening	0	0	0	0	0	0	$0	$0	$0
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	0	0	0	0	$0	$0	$0
Task 300 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 400 - OUTFALL EVALUTION									
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES									
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	0	0	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	0	$0	$0	$0
Task 500 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN									$0
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	0	0	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	0	0	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	0	0	$0	$0	$0
Task 600 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION									
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	20	0	29	12	6	67	$7,242	$50	$7,292
Task 700 Subtotal	20	0	29	12	6	67	$7,242	$50	$7,292
TASK 800 - PUBLIC PROCESS SUPPORT									
Subtask 810 - Public Process Planning	12	0	0	0	2	14	$1,756	$50	$1,806
Subtask 820 - Stakeholder Workshop Facilitation	0	0	0	0	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	0	0	0	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	0	0	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	0	0	0	0	$0	$0	$0
Task 800 Subtotal	12	0	0	0	2	14	$1,756	$50	$1,806
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	0	0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	42	0	97	32	10	181			
TOTAL COST	$5,628	$0	$7,036	$2,896	$740		$16,300	$200	$16,500

120

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Bruce Dees Level of Effort Estimate
June 4, 2010

WORK TASKS	Landscape Architect	Bruce Dees Hours	Bruce Dees Labor Costs	Expenses	Bruce Dees Total Costs
Hourly Billing Rates	$130				
TASK 100 - PROJECT MANAGEMENT					
Subtask 110 - Project Management Plan	0	0	$0	$0	$0
Subtask 120 - Project Monitoring and Reporting	4	4	$520	$0	$520
Subtask 130 - Project Management Meetings	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	$0	$0	$0
Task 100 Subtotal	4	4	$520	$0	$520
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING					
Subtask 210 - Basis of Design Documentation	0	0	$0	$0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	0	0	$0	$0	$0
Task 200 Subtotal	0	0	$0	$0	$0
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING					
Subtask 310 - Final Alternatives Development and Screening	34	34	$4,420	$0	$4,420
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	$0	$0	$0
Task 300 Subtotal	34	34	$4,420	$0	$4,420
TASK 400 - OUTFALL EVALUTION					
Subtask 410 - Preliminary Outfall Assessment	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	$0	$0	$0
Task 400 Subtotal	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES					
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	$0	$0	$0
Task 500 Subtotal	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN					
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	$0	$0	$0
Task 600 Subtotal	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION					
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	$0	$0	$0
Task 700 Subtotal	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT					
Subtask 810 - Public Process Planning	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	$0	$0	$0
Task 800 Subtotal	0	0	$0	$0	$0
TASK 900 - MANAGEMENT RESERVE	0	0	$0	$0	$0
Task 900 Subtotal	0	0	$0	$0	$0
TOTAL LABOR HOURS	38	38			
TOTAL COST			$4,940	$0	$4,940

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Survey Level of Effort Estimate
June 4, 2010

WORK TASKS	Survey Team	Survey Hours	Survey Labor Costs	Expenses	Survey Total Costs
Hourly Billing Rates	$125				
TASK 100 - PROJECT MANAGEMENT					
Subtask 110 - Project Management Plan	0	0	$0	$0	$0
Subtask 120 - Project Monitoring and Reporting	0	0	$0	$0	$0
Subtask 130 - Project Management Meetings	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	$0	$0	$0
Task 100 Subtotal	0	0	$0	$0	$0
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING					
Subtask 210 - Basis of Design Documentation	0	0	$0	$0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	0	0	$0	$0	$0
Task 200 Subtotal	0	0	$0	$0	$0
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING					
Subtask 310 - Final Alternatives Development and Screening	176	176	$22,000	$0	$22,000
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	$0	$0	$0
Task 300 Subtotal	176	176	$22,000	$0	$22,000
TASK 400 - OUTFALL EVALUTION					
Subtask 410 - Preliminary Outfall Assessment	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	$0	$0	$0
Task 400 Subtotal	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES					
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	$0	$0	$0
Task 500 Subtotal	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN					
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	$0	$0	$0
Task 600 Subtotal	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION					
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	$0	$0	$0
Task 700 Subtotal	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT					
Subtask 810 - Public Process Planning	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	$0	$0	$0
Task 800 Subtotal	0	0	$0	$0	$0
TASK 900 - MANAGEMENT RESERVE	0	0	$0	$0	$0
Task 900 Subtotal	0	0	$0	$0	$0
TOTAL LABOR HOURS	176	176			
TOTAL COST			$22,000	$0	$22,000

City of Oak Harbor

OFFICE OF THE MAYOR
JIM SLOWIK
MAYOR

PROCLAMATION TO RECOGNIZE

THE SUMMER READING PROGRAM

WHEREAS, Children who have access to books are more likely to read for enjoyment and information; and,

WHEREAS, reading motivates, encourages independent learning, increases expectations for achievement and improves reading skills in children; and,

WHEREAS, quality literature can be used to help children grow into lifelong readers; and,

WHEREAS, the City of Oak Harbor recognizes the value of reading and the power of the book; and,

WHEREAS, the children who participate in the Oak Harbor Library's Summer Reading Program improve their minds and build their imaginations.

NOW, THEREFORE, WE, Jim Slowik, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **August 17, 2010** as **Summer Reading Program Day** in the City of Oak Harbor. We urge all citizens and parents alike to recognize and applaud the effort and initiative of these young readers.

Signed this 4th day of August, 2010

Jim Slowik, Mayor

City of Oak Harbor
City Council Agenda Bill

Bill No. 2
Date: August 4, 2010
Subject: Employee Recognition

FROM: **Jim Slowik, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

To recognize City employees for 10 years of service or more.

AUTHORITY

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

SUMMARY STATEMENT

The Mayor and City Council will recognize the following employee for his 15 years of service with the City:

- Chuck Brannan / Public Works

STANDING COMMITTEE REPORT

None

RECOMMENDED ACTION

Congratulate Mr. Brannan for his 15 years of service.

ATTACHMENTS

None

MAYOR'S COMMENTS

None

City of Oak Harbor
City Council Agenda Bill

Bill No. 3

Date: August 4, 2010

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. 04 4A
Date: August 4, 2010
Subject: Noise Permit –Pregnancy Care Clinic

FROM: Paul Schmidt, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from the Pregnancy Care Clinic for amplified sound associated with a Walk-a-Thon event.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

The Pregnancy Care Clinic has submitted a Noise Permit request for amplified sound associated with a Walk-a-Thon scheduled for September 18, 2010. The event will be held from 8:00 a.m. – 11:30 a.m. The amplified sound will consist of a PA system and speakers for announcements and possibly a live band.

The Application was reviewed by Fire, Police, and Public Works Departments. The applicant will be requested to face the speakers away from the campground.

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to the Pregnancy Care Clinic.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Organization:	Pregnancy Care Clinic
Location of Event:	Windjammer Park Gazebo and surrounding area
Date of Event:	September 18, 2010
Hours of Operation:	8:00 a.m. to 11:30 a.m.
Permitted Noise:	Amplified sound associated with microphones for announcements and possibly music.
Approval Conditions:	Face speakers away from the campground area.
Date of City Council Approval:	

Issued this day of , 2010

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Karen Crouch, Special Events Coordinator

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

Please post this notice on site

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. cIA 48
Date: August 4, 2010
Subject: Noise Permit – Tamie Person

FROM: Paul Schmidt, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from Tamie Person for amplified sound associated with a birthday party/dance.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

Tamie Person has submitted a Noise Permit request for amplified sound associated with a birthday party/dance scheduled for September 18, 2010. The event will be held from 5:00 p.m. to 9:00 p.m. The amplified sound will consist of a stereo system.

The Application was reviewed by Fire, Police, and Public Works Departments. No conditions of approval are required.

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to Tamie Person.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name:	Tamie Person
Location of Event:	Windjammer Park Kitchen C
Date of Event:	September 18, 2010
Hours of Operation:	5:00 p.m. to 9:00 p.m.
Permitted Noise:	Amplified sound associated with a birthday party/dance – stereo system

Approval Conditions: None

Date of City Council Approval:

Issued this day of August, 2010

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Karen Crouch, Special Events Coordinator

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

Please post this notice on site

CITY OF OAK HARBOR

NOISE PERMIT

Name: Tamie Person

Location of Event: Windjammer Park Kitchen C

Date of Event: September 18, 2010

Hours of Operation: 3:00 pm. to 9:00 pm.

Permitted Noise: Amplified sound as captured with a birthday party/dance – stereo system

Approval Conditions: None

Date of City Council Approval:

Issued this day of August, 2010

Kane Cusick, Special Events Coordinator

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

Please post this permit.

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. CA 4c
Date: August 4, 2010
Subject: Noise Permit – First Reformed Church

FROM: Paul Schmidt, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from First Reformed Church for amplified sound associated with a "Worship on the Waterfront" event.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

First Reformed Church has submitted a Noise Permit request for amplified sound associated with an event scheduled for August 29, 2010. This outdoor worship service will be held from 3:00 p.m. to approximately 9:00 p.m. The amplified sound will consist of a sound system for a band and microphones for singers.

The Application was reviewed by Fire, Police, and Public Works Departments. The applicant will be requested to face the speakers away from the campground.

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to First Reformed Church.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Organization:	First Reformed Church
Location of Event:	Windjammer Park Gazebo and surrounding area.
Date of Event:	August 29, 2010
Hours of Operation:	3:00 p.m. to 9:00 p.m.
Permitted Noise:	PA system and speakers for live band and microphones for singing
Approval Conditions:	Face speakers away from the campground area.
Date of City Council Approval:	

Issued this day of August, 2010

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Karen Crouch, Special Events Coordinator

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

Please post this notice on site

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. 9A 4D
Date: August 4, 2010
Subject: Noise Permit – Class Reunion

FROM: Paul Schmidt, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from Julie Fakkema on behalf of the class of '80 for amplified sound associated with a class reunion.

AUTHORIZATION:

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

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

SUMMARY STATEMENT:

Julie Fakkema has submitted a Noise Permit request for amplified sound associated with a class reunion scheduled for August 15, 2010. The event will be held from 11:00 a.m. to 4:00 p.m. The amplified sound will consist of a stereo system and speakers.

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

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to Julie Fakkema.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name:	Julie Fakkema/Class of 1980
Location of Event:	Windjammer Park Gazebo and surrounding area
Date of Event:	August 15, 2010
Hours of Operation:	11:00 a.m. to 4:00 p.m.
Permitted Noise:	Amplified sound associated with sound system and speakers
Approval Conditions:	Face speakers away from campground
Date of City Council Approval:	

Issued this day of , 2010.

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Karen Crouch, Special Events Coordinator

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

Please post this notice on site

City of Oak Harbor
City Council Agenda Bill

Bill No. 5
Date: August 4, 2010
Subject: Public Hearing on the Storm Drain Utility Ordinance

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This ordinance amends Chapter 12.40 of the Oak Harbor Municipal Code entitled "Drainage Utility Charges." It establishes the criteria to be used in determining stormwater utility rates and establishes two classes of customers based on impervious surfaces. The ordinance also provides that the stormwater rates be used exclusively for storm water regulation.

AUTHORITY

RCW 35.67.020 provides the authority for cities to construct sewerage systems which include storm or surface water systems and non-point pollution monitoring programs and to fix rates and charges for these systems.

SUMMARY STATEMENT

The City's stormwater drainage system includes both constructed and natural features which function together to collect and convey stormwater to reduce flooding and to treat or filter stormwater. The City has adopted a Comprehensive Storm and Surface Water Drainage Plan that identifies needed capital improvements to the stormwater drainage system.

The City of Oak Harbor is a Phase II city under the NPDES (National Pollutant Discharge Elimination System) permit administered by the Department of Ecology and is required to meet the conditions of the NPDES Phase II permit which includes, but are not limited to, the preparation and implementation of a Stormwater Management Plan and the regulations and enforcement of illicit discharges into the City's stormwater drainage system from all properties within the City.

All developed property within the City burdens the drainage system by virtue of impervious surfaces which increase stormwater runoff into the system. It is appropriate for users of and contributors to the City's stormwater drainage system to pay for the cost of implementing the City's Stormwater Management Plan and for the construction and operation of the City's stormwater drainage system.

In the proposed ordinance, the Council makes findings concerning the imposition of stormwater service charges based on impervious surface and the creation of two classes of customers – single-family residential and non-single family residential (all others).

The proposed ordinance will make two significant changes in the way stormwater services are determined. The first change increases the square footage of impervious surface for an equivalent residential unit from 2,500 to 3,300 square feet. This change is based on a recent Engineering Division study of the average impervious area on residential lots in the City. The second change involves phasing out the special rate that has been given to public benefit non-profit corporations and schools over a five year period.

The rates charged for stormwater service will be placed in the Storm Drain Fund to be used only for stormwater services.

This ordinance was introduced by the City Council at their meeting on July 6, 2010.

STANDING COMMITTEE REPORT

Stormwater management issues were discussed at the February 4 and April 1, 2010 Public Works and Utilities Standing Committee meetings. In addition, these issues were discussed at City Council workshops that were held on November 17, 2009 and May 27, 2010.

RECOMMENDED ACTION

- Open the Public Hearing and receive public testimony.
- Adopt the Storm Drain Utility Ordinance amending Chapter 12.40 of the Oak Harbor Municipal Code.

ATTACHMENTS

Ordinance amending Chapter 12.40 of the Oak Harbor Municipal Code entitled "Drainage Utility Charges."

MAYOR'S COMMENTS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING CHAPTER 12.40 OF THE OAK HARBOR MUNICIPAL CODE ENTITLED "DRAINAGE UTILITY CHARGES" TO ESTABLISH CRITERIA FOR SETTING STORMWATER UTILITY RATES, PROVIDE THAT STORMWATER RATES SHALL BE USED EXCLUSIVELY FOR STORMWATER REGULATION, AND ESTABLISH TWO CLASSES OF CUSTOMERS BASED ON IMPERVIOUS SURFACES

WHEREAS, the City of Oak Harbor has adopted a comprehensive storm and surface water drainage plan which is on file with the City Clerk and which describes the City's plan for its stormwater drainage system; and

WHEREAS, the City's stormwater drainage system includes both constructed and natural features which function together as a system to collect, convey, channel, hold, inhibit, retain, detain, infiltrate, divert, treat or filter stormwater; and

WHEREAS, all developed property within the city burdens the stormwater management system by virtue of impervious surfaces which increase stormwater run-off into the City's stormwater drainage system; and

WHEREAS, the City of Oak Harbor is a Phase II city under the NPDES (National Pollutant Discharge Elimination System) permit administered by the Department of Ecology and is required to meet the conditions of the Phase II NPDES permit; and

WHEREAS, adoption of a stormwater management plan by 2012 is a requirement of the NPDES permit; and

WHEREAS, the City of Oak Harbor is working on a stormwater management plan in compliance with NPDES requirements; and

WHEREAS, the City is responsible for regulation and enforcement of illicit discharges into the City's stormwater drainage system from all property within the city in compliance with NPDES requirements; and

WHEREAS, it is appropriate for users of and contributors to the City's stormwater drainage system by virtue of impervious surfaces constructed, created or added to their real property to pay for the cost of implementing the City's stormwater management plan and for the construction and operation of the City's stormwater drainage system; and

WHEREAS, the rates charged for stormwater service will be placed in the "stormwater system fund", to be used only for stormwater services; and

WHEREAS, a storm drain study conducted by City Engineering in 2010 concludes that the average impervious surface area of a single-family residence in the city limits is 3,300 square feet; and

WHEREAS, the city council finds that there is a rational basis for distinguishing single-family residential customers from all other users. The variation among residential parcels in parcel size and percentage of impervious surface coverage is found to be minor and to reflect only minor differences in increased runoff contributions. The administrative cost of calculating the service charge individually for each residential parcel and maintaining accurate information would be very high. Therefore, a flat charge for single-family residential parcels is less costly to administer than calculating a separate charge for each parcel and is equitable because of the similarities in total parcel size and total impervious surface coverage between residential parcels; and

WHEREAS, the city council has considered the discretionary considerations set out in RCW 35.67.020(2) and finds that two classes of customers are appropriate – single-family residential customers and all other customers (non-single-family residential customers); now, therefore,

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

Section One. Oak Harbor Municipal Code Chapter 12.40 entitled "Drainage Utility Charges" is hereby amended to read as follows:

Chapter 12.40
DRAINAGE UTILITY CHARGES

Sections:

12.40.010 Definitions.
12.40.020 Charge system established – Charges imposed.
12.40.025 Criteria established.
12.40.030 ~~Drainage service~~Stormwater system service charges – Schedule – Exemptions.
12.40.040 ~~Drainage service~~Stormwater system service charges – Adjustments.
12.40.050 Billing.
12.40.060 Assessment for charges.
12.40.065 Rainwater harvesting rate reduction.
12.40.070 Storm~~and surface~~water system ~~drainage~~ fund.
12.40.075 Stormwater system service charges - Sufficiency.
12.40.080 Revenue disposition and expenditure conditions.
12.40.085 Annual review of rates.
12.40.090 Liability disclaimer.
12.40.100 Delinquent payments – Enforcement procedures.
12.40.105 Billing and collection procedures.

12.40.010 Definitions. For purposes of this chapter, the words or phrases below shall have the following meanings:

(1) "Administrator" is the person designated by the mayor to manage the utility.

(2) "Billing year" means the calendar year that bills are sent. ~~The first billing year shall be from January 1, 1997, through December 31, 1997.~~

~~(3) "Church" means a property and building used and owned by any religious or apostolic organization that has applied for, received and kept current federal income tax exempt status as a religious organization under 26 USC Section 501(c)(3) as it now exists or is hereafter amended. No property may be designated as a church until proof of church status is filed with the administrator.~~

~~(4) "Charitable organization" means a property and building used and owned by any organization that has applied for, received and kept current federal income tax exempt status as a charitable organization under 26 USC Section 501(c)(3) or a property and building used and owned by an organization which is donor supported and has as its purpose the providing for recreational activities for young people under 18 years of age and that has applied for, received and kept current federal income tax exempt status under 26 USC Section 501(c)(3). No property may be designated as a charitable organization until proof of charitable organization status is filed with the administrator.~~

(3~~5~~) "City" means the city of Oak Harbor.

(4~~6~~) "Condominiums" ~~or "townhouses"~~ means the ownership of single units or apartments in a building containing two or more units or two or more buildings each containing one or more units with common areas and facilities as provided in Chapter 64.32 RCW and permitted pursuant to OHMC 21.80.025. ~~residential properties or parcels which contain more than two residential dwelling units which are individually owned and are billed separately for property taxes.~~

(5) "Developed parcel" means any parcel altered from the natural state by the construction, creation, or addition of impervious surfaces.

(6~~7~~) "Drainage service charge" and "stormwater system service charge" means the fee imposed by the city upon all parcels of real property, except exempted properties, located within the boundaries of the city.

(7~~8~~) "Environmentally sensitive areas" means parcels identified pursuant to Chapter 20.12 OHMC and parcels with trees protected under Chapter 20.16 OHMC.

(8) "Equivalent residential unit (ERU)" means a configuration of development or impervious surfaces estimated to contribute an amount of runoff to the city's stormwater drainage system which is approximately equal to that created by the average single-family residential parcel. One ERU is equal to 3,300 square feet of impervious surface area or any portion thereof.

(9) "Impervious surface" or "impervious ground cover" means those hard areas which prevent or retard the entry of water into the soil in the manner that such water entered the

soil under natural conditions pre-existent to development, or which cause water to run off the surface in greater quantities or at an increased rate of flow than that present under natural conditions pre-existent to development including, but not limited to, such surfaces as rooftops, asphalt or concrete paving, driveways, parking lots, walkways, patio areas, storage areas, hardpan, compacted surfaces, or other surfaces which similarly affect the natural infiltration or runoff patterns existing prior to development.

(10) "NPDES" means the National Pollutant Discharge Elimination System under the Federal Clean Water Act, the national program for issuing, modifying, revoking, and reissuing, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the state from point sources. These permits are referred to as NPDES permits and in Washington State are administered by the Department of Ecology.

(11) "NPDES Phase II municipal stormwater permit" means the permit issued by the Department of Ecology pursuant to the Federal Clean Water Act whose requirements are applicable to the City.

(12~~0~~) "Non-single-family residential properties or parcels" means properties or parcels which contain ~~more than~~ two or more residential dwelling units and institutional, commercial or industrial properties.

(13~~1~~) "Parcel" means the smallest separately segregated unit or plot of land having an identified owner(s), boundaries, and area as defined by the Island County assessor and recorded in the Island County assessor real property file or in the Island County assessor maps.

(14~~2~~) "Property owner of record" shall be the person or persons recorded by the Island County assessor to be the owner(s) of property and to whom property tax statements are directed.

(15) "Public benefit nonprofit corporation" means a corporation that complies with the provisions of the Washington Nonprofit Corporation Act, Ch. 24.03 RCW, and that holds a current tax exempt status as provided under 26 USC §501(c)(3) or is not required to apply for its tax exempt status under 26 USC §501(c)(3) as defined in RCW 24.03.490. No property may be designated as a public benefit nonprofit corporation until proof of public benefit nonprofit corporation pursuant to RCW 24.03.490 status is filed with the administrator.

(16~~3~~) "Rate category" means the classification of properties, based upon the estimated percentage of impervious surface on the parcel, for purposes of establishing drainage service charges.

(17~~4~~) "Residence" means a building or structure, or portion thereof, designed to be used as a place of abode for human beings and not used for any other purpose. The term

"residence" includes the terms "residential," "residential unit," and "dwelling unit" as referring to the type of or intended use of a building or structure.

~~(15) "School" means any property and building used for educational purposes and owned by either a public school as referred to in Article IX of the Washington State Constitution or a state-approved private school as referred to in Chapter 28A.195 RCW.~~

(1~~8~~6) "Single-family residential property or parcel" means any property or parcel which contains one ~~or two~~ residential dwelling units.

(19~~17~~) "System" or "stormwater drainage system" means the entire system of flood protection and storm and surface water drainage facilities owned or leased by the city or over which the city has right of use for the movement and control of storm and surface water runoff, including both naturally occurring and manmade facilities. The definition also includes the conveyance or storage of storm and surface waters that flow through, under, or over lands, land forms, watercourses, sloughs, streams, ponds, rivers, lakes and wetlands, beginning at a point where storm or surface waters enter the city system and ending at a point where such storm or surface waters exit from the city's storm and surface water system, and in width to the full extent of inundation caused by storm or flood conditions.

Throughout this chapter, the term "drainage facilities" is used to refer to the "storm and surface water drainage facilities."

(20) "Undeveloped parcel" means any parcel which has not been altered from its natural state by the construction, creation or addition of any impervious surfaces.

(21~~18~~) "Utility" means the city of Oak Harbor storm~~and surface~~ water drainage system utility. In this title the term "stormwater" is often used to refer to both "storm and surface water."

12.40.020 Charge system established – Charges imposed. ~~Effective March 1, 1997,~~ A stormwater system service charge shall be imposed by the city of Oak Harbor ~~will impose~~ on all ~~owners of~~ real property located within Oak Harbor city limits and the owners thereof, except those granted exemption as listed in OHMC 12.40.030~~, a drainage service charge~~. A system and structure of ~~drainage~~ stormwater system service charges are hereby established in accordance with the ~~following~~ provisions of this chapter.

12.40.025 Criteria established. The council finds that the existence of impervious surfaces on real property within the city limits contributes to and burdens the city's stormwater drainage system. The council further finds that the amount of impervious surfaces, as reasonably determined for a class or parcel of property, shall be the basis for the imposition of a stormwater system service charge.

12.40.030 ~~Drainage service~~Stormwater system service charges – Schedule – Exemptions.

(1) A ~~drainage service~~stormwater system service charge is imposed on every parcel within the city and the owner(s) thereof, except for the following exempted property(ies):

(a) City streets, it being expressly found that all such city streets, roads, alleys and rights-of-way collect and transport storm and surface water from multiple individual properties and that the value of such collection and transport is equal to the reasonable charge therefore that would otherwise be charged by the city~~s~~; and

(b) State of Washington highways, so long as the state of Washington shall agree to maintain, construct and improve all drainage facilities associated with state highways as required by the utility in conformance with all utility standards for maintenance, construction and improvement hereafter established by the utility and so far as such maintenance, construction and improvements shall be achieved at no cost to the utility or to the city; and

(c) All other streets, so long as such streets provide drainage services in the same manner as city streets and the owner(s) shall agree to maintain, construct and improve all drainage facilities associated with such streets as required by the utility in conformance with all utility standards for maintenance, construction and improvement thereafter established by the utility and so far as such maintenance, construction and improvements shall be achieved at no cost to the utility or to the city~~.~~; and

(d) Undeveloped parcels.

(2) The ~~drainage service~~stormwater system service charge established herein shall be based upon the contribution of increased ~~surface and~~ stormwater runoff from a parcel to the system due to impervious surfaces on that parcel. Single-family residential parcels are grouped together in one rate category based on an estimated city-wide average contribution of ~~surface and~~ stormwater runoff from single-family residential parcels. The amount of contribution for other properties is measured by the estimated square footage of impervious surface area on the parcel ~~and the total area of the parcel~~.

(3) ~~Drainage service~~Stormwater system service charge rate categories shall be as follows:

(a) Single-family residential rates. The single-family residential flat charge shall be based upon the average parcel size and average percentage of impervious surfaces on single-family residential parcels in the city limits. The average impervious surface area attributable to a single-family residence shall be 3,300 square feet. ~~Single-family residential properties in whatever zone they are located shall be assigned to a flat fee rate category. Properties within this rate category will be charged a uniform monthly fee~~.

(b) All other properties shall pay a rate based on the amount of impervious surface area to be calculated by multiplying the rate for single-family residential properties by a quotient derived from dividing the total number of square feet of impervious surface area by 3,32,500 ~~(the impervious surface area equivalent of a single-family residence)~~. The quotient shall be rounded to the nearest tenth.

(c) For condominiums ~~and townhouses~~, the drainage service charge shall be based on the amount of impervious surface ~~determined for~~ of the entire parcel; provided, that all of the units in the condominium are served by a single meter. Each condominium unit shall be responsible for an equal proportional amount of the total impervious surface on the parcel served by its assigned meter. In the event that a condominium is served by multiple meters, each meter shall be assigned a proportional amount of the total impervious surface based on , ~~and then divided evenly among the owners.~~]Land use code, site visits, and other information to estimate the measurement of impervious area. ~~The rate categories and the corresponding annual drainage service charges are as follows:~~

~~Single family residential~~	~~$9.14 per month per parcel~~
~~Churches and charitable organizations~~	~~$2.28 per month per 2,500 square feet of impervious area~~
~~Schools~~	~~$6.85 per month per 2,500 square feet of impervious area~~
~~Properties other than single family residences, schools, churches and charitable organizations~~	~~$9.14 per month per 2,500 square feet of impervious area~~

(4) Each bill shall be rounded up to the nearest even number of cents.

12.40.040 ~~Drainage service~~ Stormwater system service charges – Adjustments.

(1) Any person receiving a stormwater system ~~drainage~~ service charge may apply in writing to the utility for a bill adjustment so long as the billing is paid. Filing such a request does not extend the period for payment of the charge. Requests for adjustments on delinquent accounts will not be acted upon until paid in full prior to decision.

(2) A request for a bill adjustment may be based on one or more of the following:

(a) The area of the parcel is incorrect;

(b) The property is not assigned the proper rate category;

(c) The amount of impervious surface on a non-single-family residential parcel is incorrect;

(d) The parcel ~~meets~~is exempt under the provisions of OHMC 12.40.030 ~~the definition of exempted property~~;

(e) The parcel is wholly or partially outside the Oak Harbor city limits; or

(f) The ~~drainage~~ stormwater system service charge is otherwise erroneous in applying the terms of this chapter.

(3) Applications for adjustments may be made to the utility and shall be decided by the administrator for the utility or administrator's designee. The burden of proof shall be on the applicant to show that the rate adjustment sought should be granted. All decisions of the utility shall be final.

(4) Applications for rate adjustment must be filed within one year of the billing date. To receive credit in the current billing year, however, applications for rate adjustment must be made no more than ninety (90) days after the initial billing date for that year. Applications received after ninety (90) days of the billing date shall be effective for subsequent years only.

(5) If the utility grants an adjustment which reduces the charge for the current year, the applicant shall receive an adjusted bill or be refunded the amount overpaid. If the utility determines that an adjustment should be made which increases the charge due for the current year, the applicant shall receive a supplemental bill that will be due within 45 days of the date of issue. Applicants for rate adjustments shall be notified in writing of the utility's decision.

(6) Decisions of the administrator on requests for rate adjustments shall be final unless within thirty (30) days of the date the decision was mailed, the applicant files a petition for a writ of certiorari in the superior court with jurisdiction.

12.40.050 Billing. Billing shall be completed by the finance department on a monthly ~~or bimonthly~~ basis as determined to be appropriate by the finance director.

12.40.060 Assessment for charges. All parcels subject to a ~~drainage service~~stormwater system service charge shall be billed based upon the rate category and acreage applicable to each such parcel as of November 1st of the year prior to the billing year. The administrator shall provide to the finance department by that date changes to the listing of parcels and estimated billings for the changes to be applied for next year starting January 1st.

12.40.065 Rainwater harvesting rate reduction. Pursuant to RCW 35.67.020(3), the stormwater system charge imposed pursuant to this chapter shall be reduced by ten percent (10%) for any new or remodeled commercial building that utilizes a permissive rainwater harvesting system which is properly sized to utilize the available roof surface of the building. Any customer seeking such a rainwater harvesting rate reduction shall have the burden of establishing that there is a qualified rainwater harvesting system and shall present such evidence by application to the administrator.

12.40.070 Stormand surface water drainage system fund. There is hereby created a stormwater system storm and surface water drainage fund which is to be used in the operation of the drainage utility. All stormwater system service charges shall be deposited in this fund, to be used only for the purpose of paying all or any part of the cost and expense of providing stormwater system services, or to pay or secure the payment of all or any portion of any issue of general obligation or revenue bond issued for such purpose. The stormwater system service charge rates shall be established by ordinance.

12.40.075 Stormwater system service charges - Sufficiency. The stormwater system service charges, inspection and permit fees, application and connection fees, and such other fees and charges as are provided for the support of the stormwater system shall be necessary and sufficient in the opinion of the city council to pay for the following:

(1) The costs associated with the development, adoption and implementation of a comprehensive storm drainage utility master plan;

(2) The costs, including debt service and related financing expenses, of the construction and reconstruction of storm drainage and water quality facilities necessary and required for the management of storm and surface waters that benefit the service area;

(3) The operation, repair, maintenance, improvement, replacement and reconstruction of storm drainage facilities that benefit the service area;

(4) The purchase of a fee or lesser interest, including easements, in land which may be necessary for the storm drainage system in the service area including, but not limited to, land necessary for the installation and construction of storm drainage facilities and all other facilities which are reasonably required for proper and adequate management of stormwater for the benefit of the service area; and

(5) The costs of monitoring, inspection, enforcement, and administration of the utility including, but not limited to, water quality surveillance, private maintenance inspection, construction inspection, and other activities which are reasonably required for the proper and adequate implementation of the city's storm and surface water policies.

The fees and charges to be paid and collected pursuant hereto shall not be used for general or other governmental or proprietary purposes of the city except to pay for the equitable share of the costs of accounting, management, and government thereof incurred on behalf of the utility.

12.40.080 Revenue disposition and expenditure conditions. All moneys obtained pursuant to this chapter shall be credited and deposited in the stormand surface water drainagesystem fund. Moneys deposited in the stormand surface water drainage system fund from stormwater system service drainage service charges shall be expended for administering, operating, maintaining, or improving the drainage system, including all or any part of the cost of

planning, designing, acquiring, constructing, repairing, replacing, improving, regulating, educating the public, or operating present or future drainage facilities owned by the utility, or to pay or secure the payment of all or any portion of any debt issued for such purpose and the related reserve and coverage requirements. Moneys shall not be transferred to any other funds of the city except to pay for expenses attributable to the system.

12.40.085 Annual review of rates. The city council should review the stormwater system service charges annually to ensure the rates charged are sufficient to cover the operational and capital costs of the stormwater drainage system. The rates shall be set by ordinance.

12.40.090 Liability disclaimer. Floods from ~~storm water~~stormwater runoff may occasionally occur which exceed the capacity of drainage facilities constructed and maintained by funds made available under this chapter. This chapter does not imply that property liable for the drainage service charge established herein will always be free from ~~storm water~~stormwater flooding or flood damage. The establishment of this utility does not purport to reduce the need or the necessity for the owner obtaining flood insurance.

This chapter shall be administered and enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.

No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action.

12.40.100 Delinquent payments – Enforcement procedures.

(1) ~~Drainage~~Stormwater system service charges or any part thereof which become delinquent shall bear interest as provided in RCW 35.67.200 at the rate of eight percent (8%) per year, or such rate as may hereafter be authorized by law, computed on a monthly basis from the date of delinquency until paid.

(2) The city shall have a lien for all delinquent and unpaid ~~drainage~~ stormwater system service charges, including interest thereon, against any parcel for which the ~~drainage~~stormwater system service charges are delinquent as provided by RCW 35.67.200. The lien shall have superiority as established by RCW 35.67.200 and shall be foreclosed in the manner provided in RCW 35.67.210 through 35.67.290. In the case of foreclosure actions to collect delinquencies, the city shall seek also to collect reimbursement of reasonable costs of collection including, but not limited to, attorney's fees, staff time, and filing fees.

(3) The city shall have the authority to enforce its lien by cutting off and refusing water service to the premises to which such stormwater sewer services were furnished after the charges become delinquent and unpaid, until the charges are paid, as provided in RCW 35.67.290.

12.40.105 Billing and collection procedures. Billing and collection procedures for the utility shall be as provided in this title and OHMC Title 3 and under state law as now in effect or hereafter amended.

Section Two. **Transition period for public benefit non-profit corporations and schools.** The City Council directs that the special rate established for "churches", "charitable organizations" and "schools" pursuant to former OHMC 12.40.030(3)(c) (enacted in Ordinance No.1084 adopted in 1997) shall be phased out over a five-year period, beginning on the effective date of this Ordinance. This five-year period shall be for the purpose of providing those churches, charitable organizations and schools receiving the discounted special rate as of the effective date of this Ordinance with a transition period to adjust their budgets to the same rate classification as all other non-single family residential users. The special rate shall not be extended to churches, charitable organizations and schools establishing new service after the effective date of this Ordinance.

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

PASSED by the City Council this _____ day of _____, 2010.
APPROVED by its Mayor this _____ day of _____, 2010.

THE CITY OF OAK HARBOR

_____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Published: _____

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City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. 6
Date: August 4, 2010
Subject: 2010 Solid Waste Franchise

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

SUMMARY STATEMENT:

Purpose: This ordinance provides a solid waste franchise to Island Disposal for areas annexed under Ordinance Nos. 1500, 1528 and 1557.

Authority: Pursuant to RCW 35A.14.900, the City is required to award a franchise for a term of not less than seven (7) years to a garbage disposal firm which had been operating pursuant to permit or franchise in territory that was annexed by the City. Further, such a firm has a cause of action for "measurable damages" for cancellation of the prior franchise through annexation. Island Disposal was operating a solid waste disposal firm pursuant to Washington UTC certificate at the time of the annexations and is, therefore, entitled to a franchise from the City.

Description: This ordinance grants the franchise required by RCW 35A.14.900. The franchise covers territory annexed under the following ordinances:

Ordinance #1500 -- Wright, Littke and Oak Harbor Church of Christ
Ordinance #1528 -- Foreman
Ordinance #1557 -- Gentry

It also provides an additional three-year term in satisfaction of any claim for "measurable damages".

The additional three-year term (a total of 10 years) is an agreed settlement of any claim for "measurable damages" that Island Disposal otherwise might have.

RECOMMENDED ACTION:
Adopt the ordinance granting a franchise for solid waste disposal services to Island Disposal for a period of ten (10) years in recently annexed portions of the City. This requires an affirmative vote of the entire membership of the Council, i.e., at least four votes. RCW 35A.12.120.

ATTACHMENTS:
Ordinance

MAYOR'S COMMENTS:

L:\LGLA\WORK\RES-ORD2010\Island Disposal Franchise AB#2.doc

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

GRANTOR: City of Oak Harbor

GRANTEE: Island Disposal

LEGAL DESCRIPTIONS:

- A portion of the G.W.L. Allen Donation Land Claim and the Plat of GOLDIE ROAD ACRES, as per plat recorded in Volume 4 of Plats, Page 31, records of Island County, being in Section 35, Township 33 North, Range 1 East of the Willamette Meridian, Island County, Washington, said portion being more particularly described as follows: (See Exhibit "A" attached for entire legal description)

- SITUATED IN THE COUNTY OF ISLAND, STATE OF WASHINGTON: THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: (See Exhibit "B" attached for legal description)

- Situated in the County of Island, State of Washington and contiguous to the City of Oak Harbor, Tracts of land lying within the South ½ of the Northwest ¼ and within the South ½ of the Northeast ¼ of Section 10, Township 32 North, Range 1 East of the Willamette Meridian Parcels within the South ½ of the Northwest ¼ (See Exhibit "C" attached for entire legal description)

PARCEL NUMBERS: S7020-00-00001-1, R13335-394-3060, S7020-00-00002-0, S7020-00-00001-2, S7020-00-00001-3, R13336-508-0480, R13210-298-1650, R13210-298-2300, R13210-324-2530, R13210-364-2330, R13210-364-1900 and R13210-364-1730

ORDINANCE NO. 1580

AN ORDINANCE OF THE CITY OF OAK HARBOR PROVIDING A SOLID WASTE FRANCHISE TO ISLAND DISPOSAL FOR AREAS ANNEXED UNDER ORDINANCE NOS. 1500, 1528 AND 1557

WHEREAS, Island Disposal (hereafter referred to as "Grantee") holds a permit from the State of Washington Utilities and Transportation Commission ("WUTC") to collect solid waste in unincorporated areas within Island County; and

WHEREAS, Ordinance Nos. 1500, 1528 and 1557 annexed certain lands subject to the Grantee's franchise from the WUTC into the City of Oak Harbor; and

WHEREAS, RCW 35.13.280 provides that a solid waste collection franchise in unincorporated areas is canceled for that area upon annexation of the area to a city; and

WHEREAS, RCW 35.13.280 requires the annexing city to grant at least a seven (7) year franchise to a business whose franchise was extinguished by annexation or to purchase or condemn the original franchise rights;

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

Section One. A franchise to provide solid waste disposal services to certain areas within the city limits of the city of Oak Harbor is hereby granted to Island Disposal on the following terms and conditions:

(1) Franchise area. This franchise applies to the areas annexed into the city through the adoption of Ordinance Nos. 1500, 1528 and 1557, described in Exhibits "A", "B" and "C" hereto attached.

Exhibit "A" -- Legal description of the annexation area under Ordinance No. 1500 (Wright, Littke and Oak Harbor Church of Christ)

Exhibit "B" -- Legal description of the annexation area under Ordinance No. 1528 (Foreman)

Exhibit "C" -- Legal description of the annexation area under Ordinance No. 1557 (Gentry)

(2) Nature of the franchise. Grantee shall hereby have an exclusive right during the term of the franchise granted by this ordinance to collect and haul for hire over the streets

and alleys of the city all solid waste collected from private customers located within the corporate limits of the city in the franchise area described in paragraph (1) above.

"Solid waste", as used herein, shall be interpreted to mean and include all solid waste, animal and vegetable matter, rubbish, trash, debris, ashes, tin cans, and other waste materials generally, including articles ordinarily and customarily hauled away and dumped.

(3) Duration of the franchise. The franchise shall become effective five (5) days after publication of this ordinance and shall continue for ten (10) years from its effective date. Thereafter, the franchise shall terminate unless extended by written agreement approved by City Council.

(4) Acceptance of franchise. Acceptance of this franchise shall constitute Grantee's agreement that the ten (10) year franchise period provided herein constitutes full and fair compensation to Grantee for any damages that Grantee may have suffered as a result of the annexations of territory pursuant to Ordinance Nos. 1500, 1528 and 1557.

(5) Utility tax. The Grantee shall pay utility taxes imposed on solid waste utility services by the City of Oak Harbor for all solid waste utility services provided by the franchise within the city of Oak Harbor and all areas listed in this franchise ordinance in which a franchise is granted or extended or both granted and extended.

It is further provided that such taxes shall apply to this franchise upon its effective date.

(6) Collection rates. Grantee's collection rates inside the city shall be at the same levels as those filed with and approved by the WUTC for regulated Island County service by Grantee or its successor; provided, nothing in this section shall be construed as preventing Grantee from increasing the collection rates approved by the WUTC to account for the cost of any utility taxes or increases in utility taxes imposed by the City on solid waste services.

Grantee will provide notice to the City of applications for changes in rates or charges made to WUTC which affects rates in the franchise area. Grantee will further notify the City if WUTC ceases to regulate rates for Grantee in Island County.

It is further provided, that if the WUTC ceases regulating rates for Grantee in Island County, then the Grantee's rates for solid waste collection services in the franchise area shall be the same as those rates established by the City for customers of the City solid waste utility; provided, that the Grantee shall have the right to request a public hearing within thirty (30) days of notice of the application of City rates to the franchise area to establish a different rate structure for the franchise area. After public hearing

on the Grantee's proposed rates, the City shall establish such rates as are reasonable based on the charges last approved by the WUTC to cover the cost of service and to allow for sufficient profit in the provision of solid waste collection service.

At the time of enactment of this franchise, the City requires mandatory accounts within all franchise areas. Grantee will cooperate in providing information in this regard unless and until the franchise expires or the City amends its requirements for mandatory accounts.

(7) Frequency of collections. Grantee shall offer regular collections of solid waste throughout the business areas assigned to the Grantee and shall offer once a week collection in all residential districts assigned to the Grantee in accordance with the franchise issued by the WUTC; provided, that the City may modify this clause as to frequency of collections or solid waste and may prescribe the hours during which collections will be made, and Grantee shall comply with all such regulations so adopted and prescribed.

(8) Service required. Grantee shall furnish collection service to any person or organization, public or private, within the franchise area within thirty (30) days of receipt of a written request for such service.

Grantee shall not, however, be required to furnish service to any household, dwelling, business establishment or other building requiring service unless the owner thereof shall furnish an opening to his yard or grounds from the alley or street where solid waste is customarily collected, and Grantee shall not be required to service any household, dwelling, business establishment or other building, where a private road must be used to obtain access thereto unless such private road is more than twenty (20) feet in width. The Grantee shall notify the City of addresses and locations of any household, dwelling, business establishment or other building in the area which it is not providing service under this provision with the reason why it is not providing service.

(9) Customer list. Grantee will advise City of lists of customers on a regular basis to be established by the City so that the City may use such information to assure universal collection of solid waste service for the City of Oak Harbor.

(10) Yard Waste Services. The City may provide yard waste collection services in the annexation areas.

(11) Reserved regulations. The City reserves the right to impose additional regulations upon Grantee in its discretion for purposes of health, welfare and safety.

Section Two. Notice of Tax on Utility Business. This ordinance shall establish written notice to Island Disposal that the rate for solid waste utilities is presently set at six and one-quarter percent (6.25%) on the gross income derived from doing business in Oak Harbor. This rate is subject to change by Oak Harbor ordinance.

Section Three. 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 shall not be affected.

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

PASSED by the City Council and approved by its Mayor this_____ day of _____, 2010.

THE CITY OF OAK HARBOR

_____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Published: _____

Island Disposal, a Washington corporation, hereby accepts the above franchise as full and fair compensation for any measurable damages caused by the City of Oak Harbor under Washington law with regard to Solid Waste Franchise continuation.

ISLAND DISPOSAL

By_____
Title _____

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

THIS IS TO CERTIFY that on this _____ day of _____, 2010, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of Island Disposal, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year first above written.

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

A portion of the G.W.L. Allen Donation Land Claim and the Plat of GOLDIE ROAD ACRES, as per plat recorded in Volume 4 of Plats, Page 31, records of Island County, being in Section 35, Township 33 North, Range 1 East of the Willamette Meridian, Island County, Washington, said portion being more particularly described as follows:

All of Koetje Road, EXCEPT that portion thereof known as Koetje Street lying within the City of Oak Harbor;

ALSO all of Easy Street;

ALSO all of Lots 1 and 2 (also known as Tract 1 and 2) in aforesaid Plat of GOLDIE ROAD ACRES;

ALSO that portion of aforesaid G.W.L. Allen Donation Land Claim described as follows: Commencing at the Northwest corner of Lot 1 (also known as Tract 1) of said Plat of GOLDIE ROAD ACRES; thence West 150 feet to the True Point of Beginning; thence South 347.46 feet, more of less, to Dean A. Davis tract; thence Westerly along North line of said Davis tract to the East right of way margin of aforesaid Koetje Road; thence North along said East Margin and East along South right of way margin of aforesaid Easy Street to the True Point of Beginning.

EXHIBIT "A"

SITUATED IN THE COUNTY OF ISLAND, STATE OF WASHINGTON:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, SAID POINT BEING A DISTANCE OF 390.0 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 390.0 FEET, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 89°03' WEST, ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 380.0 FEET; THENCE
SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 155.0 FEET; THENCE SOUTHEASTERLY, IN A STRAIGHT LINE, A DISTANCE OF 247 FEET, MORE OR LESS TO A POINT LYING SOUTH 89°03' WEST, A DISTANCE OF 303.0 FEET FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID LINE 303.0 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION LYING EAST OF THE FOLLOWING DESCRIBED LINE AS DESCRIBED IN THREE-PARTY BOUNDARY LINE AGREEMENT RECORDED SEPTEMBER 16, 1987 UNDER AUDITOR'S FILE NO. 87012732 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE SOUTH 88°35'38" EAST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 667.70 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 02°20'07" WEST PARALLEL WITH THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 678.13 FEET TO THE NORTH LINE OF THE PLAT OF UPLANDS WEST, DIVISION NO. 1, AS RECORDED IN VOLUME 12 OF PLATS, PAGE 4, RECORDS OF ISLAND COUNTY, AND SOUTHERLY TERMINUS OF HEREIN DESCRIBED LINE.

ALSO EXCEPT THAT PORTION AS DEEDED TO ISLAND COUNTY FOR ROAD BY DEED RECORDED MARCH 28, 1955 UNDER AUDITOR'S FILE NO. 97977.

<u>ROAD RIGHT OF WAY INCLUDED IN THE ANNEXATION:</u>

A STRIP OF LAND 60 FEET IN WIDTH IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN AND THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 36 FOR A DISTANCE OF 133.3 FEET EAST ALONG THE NORTHLINE OF SAID SECTION 36;

A STRIP OF LAND 50 FEET IN WIDTH IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN AND THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, LYING 30 FEET NORTH AND 20 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE BEGINNING AT A POINT 133.3 FEET EAST ALONG THE NORTHLINE OF SAID SECTION 36 THENCE EAST 534 FEET:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE 88°35'36"E, ALONG SAID NORTH LINE OF SAID SECTION 36 A DISTANCE OF 667.3 FEET TO THE TO THE EASTERLY TERMINUS OF SAID CENTERLINE.

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.

EXHIBIT "B"

Tracts of land lying within the South ½ of the Northwest ¼ and within the South ½ of the Northeast ¼ of Section 10, Township 32 North, Range 1 East of the Willamette Meridian Parcels within the South ½ of the Northwest ¼ have the following Parcel Numbers:

R13210-298-1650, R13210-298-2300, R13210-324-2530, R13210-364-2330, R13210-364-1900 and R13210-364-1730. The exterior perimeter boundary of this Land Annexation is further described as follows:

LEGAL DESCRIPTION FOR THE
ANNEXATION OF LAND, INCLUDING
ADJACENT ROAD RIGHTS OF WAY, INTO
THE CITY OF OAK HARBOR,
ISLAND COUNTY, WASHINGTON

THOSE PORTIONS OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 32 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, COUNTY OF ISLAND, STATE OF WASHINGTON, COLLECTIVELY DESCRIBED HEREINAFTER AS PARCELS 3 THROUGH 8, AND THAT PORTION OF GOVERNMENT LOT 2 IN SAID SECTION 10, HEREINAFTER DESCRIBED AS PARCEL 11:

PARCEL 3
THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 32 NORTH, RANGE I EAST, WILLAMETTE MERIDIAN.

ALSO THE EAST HALF OF THE EAST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SUBDIVISION, AS PER BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 4125909, RECORDS OF SAID COUNTY OF ISLAND, STATE OF WASHINGTON.

PARCEL 4
THE EAST 666.97 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 32 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, COUNTY OF ISLAND, STATE OF WASHINGTON;

TOGETHER WITH THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING SOUTH OF THE CERTAIN FENCE LINE AS IT WAS ESTABLISHED IN ISLAND COUNTY SUPERIOR COURT CAUSE NO. SC-I4966:

EXHIBIT "C" - 1

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 32 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, ISLAND COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SUBDIVISION, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH HALF, 250 FEET; THENCE SOUTH 135 FEET; THENCE EAST 250 FEET; THENCE NORTH 135 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION OF SAID SUBDIVISION LYING EAST OF THE STATE ROUTE 20 RIGHT-OF-WAY, AS PER PLAT OF EAGLE CREST, DIVISION 1, RECORDED UNDER AUDITOR'S FILE NUMBER 93005106, AND PER PLAT OF EAGLE CREST, DIVISION 2, RECORDED UNDER AUDITOR'S FILE NUMBER 94011633, RECORDS OF ISLAND COUNTY WASHINGTON.

PARCEL 5
THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 32 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, COUNTY OF ISLAND, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF SAID SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE WEST, ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER, 250 FEET; THENCE SOUTH 135 FEET; THENCE EAST 250 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 135 FEET TO THE POINT OF BEGINNING.

PARCEL 6
THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 32 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, COUNTY OF ISLAND, STATE OF WASHINGTON;

EXCEPT THAT PORTION LYING SOUTH OF THE CERTAIN FENCE LINE AS IT WAS ESTABLISHED IN ISLAND COUNTY SUPERIOR COURT CASE NUMBER SC-I4966;

EXHIBIT "C"-2

PARCEL 7
THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 32 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, COUNTY OF ISLAND, STATE OF WASHINGTON, ALSO KNOWN AS PARCEL "A", OF SHORT PLAT 76/55, FILED UNDER AUDITOR'S FILE NUMBER 301894, RECORDS OF ISLAND COUNTY, STATE OF WASHINGTON;

PARCEL 8
THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 32 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, COUNTY OF ISLAND, STATE OF WASHINGTON, ALSO KNOWN AS PARCEL "B", OF SHORT PLAT 76/55, FILED UNDER AUDITOR'S FILE NUMBER 301894, RECORDS OF ISLAND COUNTY, STATE OF WASHINGTON.

PARCEL 11
THAT PORTION OF GOVERNMENT LOT 2 IN SECTION 10, TOWNSHIP 32 NORTH, RANGE I EAST, WILLAMETTE MERIDIAN, LYING WEST OF TRACTS A AND B, AS PER PLAT OF EAGLE CREST, DIVISION 1, RECORDED UNDER AUDITOR'S FILE NUMBER 93005106, TOGETHER WITH THAT PORTION OF SAID GOVERNMENT LOT 2, LYING WEST OF TRACT D, AS PER PLAT OF EAGLE CREST, DIVISION 2, RECORDED UNDER AUDITOR'S FILE NUMBER 94011633, RECORDS OF ISLAND COUNTY WASHINGTON.

Situated in Island County, Washington

Total area for said Parcels 3 through 8, and Parcel 11, is 41.251 acres.

EXHIBIT "C" - 3

City of Oak Harbor
City Council Agenda Bill

Bill No. 7
Date: August 4, 2010
Subject: Fairway Point Division 4 PRD Overlay Zone

FROM: Steve Powers SP
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill presents an ordinance for City Council's consideration that if adopted will amend the City's official zoning map. The amendment will indicate a PRD overlay zone over the underlying R-1 Single-Family Residential zoning for the Fairway Point Division 4 Planned Residential Development.

AUTHORITY

RCW 36.70.560 establishes zoning maps as a form of official planning control and 36.70.570 requires that adoption of the official control shall be by ordinance. OHMC 19.31.260 requires the boundary of a PRD to be indicated as a "subdistrict PRD" on the zoning map of the City of Oak Harbor. Adoption of a PRD overlay zone is a Type V review process requiring City Council action (OHMC 18.20.270).

SUMMARY STATEMENT

On June 19, 2007 the City Council approved the Preliminary Plat and Preliminary and Final Planned Residential Development (PRD) plans for Fairway Point Division 4, a single family subdivision located west of the Highland Park subdivision along SW Fort Nugent Avenue. The City Council approved the final plat for the Fairway Point Division 4 PRD on June 1, 2010. The overlay zone ordinance was introduced at that same meeting and set for final consideration at the July 6th meeting. Adoption of the PRD overlay zone and amending the zoning map, is the last step in the approval process for the Fairway Point Division 4 PRD.

RECOMMENDED ACTION

1. Approve ordinance amending the zoning map for the Fairway Point Div 4 PRD.

ATTACHMENTS

A. Ordinance for the PRD Overlay Zone for Fairway Point Division 4 PRD.

MAYOR'S COMMENTS

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PRD OVERLAY ZONE FOR THE FAIRWAY POINT DIVISION 4 PLANNED RESIDENTIAL DEVELOPMENT LOCATED ON ISLAND COUNTY PARCEL NUMBER R13204-152-1801 AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OAK HARBOR TO REFLECT THE OVERLAY ZONE

WHEREAS, the City Council of the City of Oak Harbor has approved the Final Plat for the Fairway Point Division 4 Planned Residential Development ("PRD");

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

Section One: The zoning for the property generally known as the Fairway Point Division 4 PRD located on Island County Parcel Number R13204-152-1801 is hereby amended to add the Fairway Point Division 4 PRD Overlay Zone to the underlying zoning of R-1 Single-Family Residential.

Section Two: All development within the Fairway Point Division 4 PRD Overlay Zone shall be consistent with the Fairway Point Division 4 Final PRD as approved by the Oak Harbor City Council on June 19, 2007. Development standards not addressed by the Fairway Point Division 4 Final PRD shall be the same as the underlying zoning and/or other applicable provisions of the OHMC. Development shall be to a maximum of 40 residential lots to be placed within the area described by the Fairway Point Division 4 PRD Final Plat.

Section Three: The official zoning map of the City of Oak Harbor is hereby amended to reflect the planned residential development subdistrict for the above mentioned property.

Section Four: 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 Five: Effective Date. This Ordinance shall be in full force and effect five days after its passage and publication as required by law and upon recording of the Fairway Point Division 4 PRD Final Plat with the Island County Auditor.

PASSED by the City Council this 4th day of August, 2010.

( ) APPROVED by its Mayor this _____ day of _____, 2010.
( ) Vetoed

THE CITY OF OAK HARBOR

_____
Mayor

Attest:

_____

City Clerk

Approved as to Form:

_____

City Attorney

Published: _____

City of Oak Harbor
City Council Agenda Bill

Bill No. 8
Date: August 4, 2010
Subject: Six-Year Transportation Improvement Program

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 as to form

PURPOSE:
This agenda bill presents the draft 2011-2016 Six-Year Transportation Improvement Program (TIP) for Council consideration and a resolution of adoption.

AUTHORITY:
The City is authorized and required to adopt a six-year Transportation Improvement Program and forward the program to the State of Washington under RCW 35.77.010

DISCUSSION
The City is required by State law to submit an approved six-year Transportation Improvement Program (TIP). The primary purpose of the TIP is to facilitate use of Federal transportation funds awarded to the City. Projects that have federal funding must appear in the six-year TIP at the local and state level so that the City can obligate and eventually use the federal funds.

The projects listed on the TIP are coordinated with those listed in the Transportation Element of the Comprehensive Plan. Three projects listed on the previous TIP and in the Transportation Element of the Comprehensive Plan are under construction and will be completed this summer. These projects are: The North Oak Harbor Street Improvement, the NE 7th Avenue Intersection Improvement and the Arterial Sidewalk Phase II projects. The NE 7th Avenue Intersection Improvement and Arterial Sidewalk Phase II projects were listed separately in the TIP but were included under the North Oak Harbor Street Improvements in the Transportation Element. No new projects have been added to the TIP.

Coordinating projects in the Transportation Comprehensive Plan, the six-year TIP and the Capital Facilities Plan improve our communication and coordination with other agencies and

utility companies and help the City remain focused on a manageable list of transportation projects. Coordination of projects enhances communication with the public on planned transportation projects.

The six-year TIP form includes a number of codes and symbols used in the statewide management of the regional TIP documents. A copy of the TIP code key is attached. A symbol in the status column of "S" means funding is secured while a symbol of "P" indicates the project is not funded. As Council is aware, the form of the six-year TIP includes a priority number associated with each project. Please note that the priority numbering in the TIP is not intended to supersede or be superimposed into the citywide effort of overall capital project prioritization.

As was previously noted, the City is required by State law to submit an approved six-year TIP. This submittal process is accomplished in conjunction with the Regional Transportation Planning Organization (RTPO). Once approved by the Council, the City's TIP is submitted to the RTPO. In turn, the RTPO submits a regional TIP to the State by October of each year. The State then prepares a statewide TIP in January of each year. The incorporation of the City's projects into this statewide TIP is what enables us to spend Federal funds on local transportation projects.

STANDING COMMITTEE REVIEW

This item was presented to the Planning Commission on July 27, 2010 and the Public Works Standing Committee on July 1, 2010.

RECOMMENDED ACTION:

1. Conduct a public hearing.
2. Adopt Resolution 10-19 approving the 2011-2016 Six-Year Transportation Improvement Program.

ATTACHMENTS:

- ✓ Resolution 10-19.
- ✓ Six-Year Transportation Improvement Program (TIP)
- ✓ TIP code key
- ✓ Map of improvement locations

MAYOR'S COMMENTS:

RESOLUTION NO. 10-19

RESOLUTION adopting the 2011-2016 Six-Year Transportation Improvement Program.

WHEREAS, the City of Oak Harbor has reviewed the work accomplished under the prior Six-Year Transportation Improvement Program (2010-2015); and

WHEREAS, after an extensive public involvement process the City of Oak Harbor adopted a Comprehensive Plan Transportation Element on January 15, 2008 which established the six-year and long term transportation needs for the community; and

WHEREAS, the City Council finds that the projects identified in the Transportation Improvement Program (TIP) should closely follow those found in the Comprehensive Plan Transportation Element; and

WHEREAS, the City Council finds that basing the TIP on the six-year project list from the Comprehensive Plan will provide for a more realistic transportation planning approach than including all possible projects on the TIP; and

WHEREAS, the City Council finds that utilizing this approach to preparing the TIP will assure that the community will have available a coordinated and realistic approach to carrying out a transportation improvement program; and

WHEREAS, with respect to the provisions of RCW 35.77.010(2) the City Council finds that the City has identified non-motorized transportation projects in the form of trail projects and street projects which include trail and bikeway components; and

WHEREAS, with respect to the provisions of RCW 35.77.010(3) the City Council finds that the City is not served by rail transportation and therefore need not plan to preserve railroad right-of-way; and

WHEREAS, proper notice has been given; and

WHEREAS, a public hearing was held at the regular Council meeting on August 4, 2010, at the hour of 6:00 p.m. and at said hearing, the Six-Year Transportation Improvement Program 2011-2016 was presented.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oak Harbor, Washington that the Six-Year Transportation Improvement Program 2011-2016, a copy of which is attached hereto as Schedule "A," be and the same is hereby adopted as the Six-Year Transportation Improvement Program 2011-2016 for the City of Oak Harbor for the ensuing year, and previous plans are amended accordingly.

PASSED by the City Council of the City of Oak Harbor and approved by its Mayor this 4th day of August, 2010.

THE CITY OF OAK HARBOR

_____

MAYOR

Attest:

_____

City Clerk

Approved as to Form:

_____

City Attorney

Washington State Department of Transportation

Six Year Transportation Improvement Program

From 2011 to 2016

Agency: Oak Harbor
Co. No.: 15 Co. Name: Island Co.
City No.: 0895 MPO/RTPO: RTPO

Hearing Date: 7/27/2010 Adoption Date: 8/4/2010
Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars: Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information: Federal Funding: Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	Expenditure Schedule (Local Agency): 1st	2nd	3rd	4th Thru 6th	Federally Funded Projects Only: Envir. Type	R/W Required Date (MM/YY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
17	1	*SE Pioneer Way Improvements* SE Pioneer Way from: SE City Beach Street to: SE Midway Blvd Sidewalk, curb & gutter, utilities, street, lighting, circulation.	03	S	0.42	C G O P S T W	ALL	1/1/2011				132	8218	8350	7000	1350			CE	Yes 6/1/2012
							Totals					132	8218	8350	7000	1350				
16	2	*SW Heller Street Improvements* SW Heller St from: SW Swantown Ave to: W Whidbey Ave R/W Acq., pave, curb, gutter, sidewalk, utilities, transit facilities, joint project w/ Island County	12	P	0.78	C G O P S W T	ALL	6/1/2013			OTHER	1000	6630	7630				7630	CE	Yes 1/1/2013
							Totals					1000	6630	7630				7630		
16	3	*Whidbey Avenue Reconstruction* Whidbey Ave from: Heller St to: Regatta Dr Sidewalk, curb & gutter, drainage, transit facilities, non-motorized, street	03	P	1.80	C G O P S T W	ALL	1/1/2011					8300	8300				8300	CE	No
							Totals						8300	8300				8300		
00	4	*Oak Harbor Multimodal Facility* Oak Harbor Multimodal Facility from: S. End Dock St to: S. End Dock St Construction of terminal facilities	01	S	0	P S T W	CN	6/1/2011	5309(Bus)	836			209	1045		1045			EA	No
							Totals			836			209	1045		1045				
17	5	*NE 7th Ave Reconstruction* NE 7th Ave from: NE 7th Ave to: SR-20 Street Reconstruction & Improvements.	03 06	P	.47	C G O P S T W	ALL	6/1/2011					2800	2800				2800	EA	Yes 1/1/2015
							Totals						2800	2800				2800		
16	6	*Midway Blvd / NE 7th Avenue Intersection* from: Intersection to: Intersection Traffic signal.	12	P		C P T	ALL	1/1/2012					825	825				825	CE	No
							Totals						825	825				825		
01	7	*Eagle Vista Street - West Extension* Eagle Vista Street from: SR-20 to: SW Rosario Pl Street Extension	01	P	.44		ALL	1/1/2014					2800	2800				2800	EA	No 1/1/2014
							Totals						2800	2800				2800		

Report Date: June 27, 2005

v. 5.7 - Supersedes previous editions

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Washington State Department of Transportation

Six Year Transportation Improvement Program

From 2011 to 2016

Agency: Oak Harbor

Co. No.: 15 **Co. Name:** Island Co.

City No.: 0895 **MPO/RTPO:** RTPO

Hearing Date: 7/27/2010 **Adoption Date:** 8/4/2010

Amend Date: **Resolution No.:**

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information Federal Funding Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	Expenditure Schedule (Local Agency) 1st	2nd	3rd	4th Thru 6th	Federally Funded Projects Only Envir. Type	R/W Required Date (MM/YY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
19	8	*SE 4th Avenue Reconstruction* SE 4th Ave from: SE Ely St to: SE Midway Blvd Curb & gutter, sidewalk, utilities, drainage, pavement.	03 12 06	P	0.41	C G O P S T W	ALL	1/1/2015					2300	2300	90	1500	710		CE	No
							Totals						2300	2300	90	1500	710			
14	9	*SR20 Improvement* from: S Beeksma Dr to: SW Swantown Ave R/W Acq., intersection improvements & channelization, widening, sidewalk, curb & gutter, retaining walls, signal, GMA.	04	P	0.60	C G O P S T W	ALL	12/31/2015			OTHER	13000	175	13175				13175	CE	Yes 6/1/2016
							Totals					13000	175	13175				13175		

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9. Appendices

A. Six Year Form Instructions

Heading

Agency	Enter name of the sponsoring agency.
County No.	Enter the assigned number (see LAG Appendix 21.44).
City No.	Enter the assigned number (see LAG Appendix 21.45).
MPO/RTPO	Enter the name of the associated MPO (if located within urbanized area) or RTPO (if located in a rural area).
Hearing Date	Enter the date of the public hearing.
Adoption Date	Enter the date this program was adopted by council or commission.
Resolution No.	Enter Legislative Authority resolution number (if applicable.)
Amendment Date	Enter the date this program was amended by council or commission.

Column Number

1. **Functional Classification.** Enter the appropriate 2-digit code denoting the Federal Functional Classification. (***Note:*** The Federal Functional Classification must be one approved by FHWA.)

Description

00- No Classification

Rural (< 5000 pop.)	Urban (> 5000 pop.)
01 - Interstate	11 - Interstate
02 - Principal Arterials	12 - Freeways & Expressways
06 - Minor Arterials	14 - Other Principal Arterials
07 - Major Collector	16 - Minor Arterial
08 - Minor Collector	17 - Collector
09 - Local Access	19 - Local Access

1. **Priority Numbers.** Enter local agency number identifying agency project priority (optional).
2. **Project Identification.** Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project Title; (d) Street/Road Name or Number/Federal Route Number; (e) Beginning and Ending Termini (milepost or street names); and (f) Describe the Work to be Completed.

3. **Improvement Type Codes.** Enter the appropriate federal code number.

Description

01 - New construction on new alignment	07 - Resurfacing	14 - Bridge Program-Special
02 - Relocation	08 - New Bridge Construction	21 - Transit Capital Project
03 - Reconstruction	09 - Bridge Replacement	22 - Transit Operational Project
04 - Major Widening	10 - Bridge Rehabilitation	23 - Transit Planning
05 - Minor Widening	11 - Minor Bridge Rehabilitation	24 - Transit Training/Admin.
	12 - Safety/Traffic Operation/TSM	31 - Non Capital Improvement

4. **Funding Status.** Enter the funding status for the entire project or phase that describes the current status.

S - Project is 'selected' by the appropriate selection body and funding has been secured by the lead agency.
P - Project is subject to selection by an agency other than the lead and is listed for planning purposes. (Funding has ***not*** been determined.)

6. **Total Length.** Enter project length to the nearest hundredth (or code "**00**" if not applicable).

7. **Utility Code(s).** Enter the appropriate code letter(s) for the utilities that need to be relocated or are impacted by the construction project.

C - Cable TV
O - Other
S - Sewer (other than agency-owned)
W - Water
G - Gas
P - Power
T - Telephone

8. **Project Phase.** Select the appropriate phase code of the project.

PE - Preliminary Engineering, including Design (or Planning)
RW - Right of Way or land acquisition
CN - Construction only (or transit planning or equipment purchase)
ALL - All Phases: from Preliminary Engineering through Construction
(Use only in Years 4, 5, & 6)

9. **Phase Start Date.** Enter the ***month/day/year*** in MM/DD/YY format that the selected phase of the project is ***actually*** expected to start.

10. **Federal Fund Code.** Enter the Federal Fund code from the table.

		FTA Discretionary for Capital Expenditures	
BIA	- Bureau of Indian Affairs	5307	- FTA Urban Areas
BR	- Bridge Replacement or Rehab.	5309(Bus)	- Bus
CDBG	- Community Development Block Grant (HUD)	5309(FG)	- Fixed Guideways
		5309(NS)	- New Starts
CMAQ	- Congestion Mitigation Air Quality	5310	- FTA Elderly/Disabled
DEMO	- ISTEA Demo Project (Selected)	5311	- FTA Rural Areas
Discretionary	- Ferry Boat Discretionary, Public Lands Highways, or Scenic Byways, etc.	REV	- Rural Economic Vitality Program
		STP(C)	- STP Statewide Competitive Program
DOD	- Dept. of Defense	STP(E)	- STP Transportation Enhancements
IC	- Interstate Construction	STP(S)	- STP Safety Including Hazard and RR
IM	- Interstate Maintenance	STP(R)	- STP Rural Regionally Selected
NHS	- National Highway System	STP(U)	- STP Urban Regionally Selected
3037	- FTA Job Access/Reverse Commute	STP	- **WSDOT use only**

11. **Federal Funds.** Enter the total federal cost (**in thousands**) of the phase regardless of when the funds will be spent.

12. **State Fund Code.** Enter the appropriate code for any of the listed state funds to be used on this project.

CAPP - County Arterial Preservation Program
CHAP - City Hardship Assistance Program
TPP - Transportation Partnershis Program
AIP - Urban Arterial Program (*formerly Arterial Improvement Program*)
PSMP - Pedestrian Safety & Mobility Program
PTSP - Public Transportation Systems Program
PWTF - Public Works Trust Fund
RAP - Rural Arterial Program
SCP - Small City Program
SCPP - Small City Pavement Program
FMSIB - Freight Mobility Strategic Investment Board
WSDOT - WSDOT provided funding
OTHER - Any other unlisted state fund codes

13. **State Funds.** Enter all funds from the State Agencies (**in thousands**) of the phase regardless of when the funds will be spent.

14. **Local Funds.** Enter all the funds from Local Agencies (**in thousands**) of the phase regardless of when the funds will be spent.

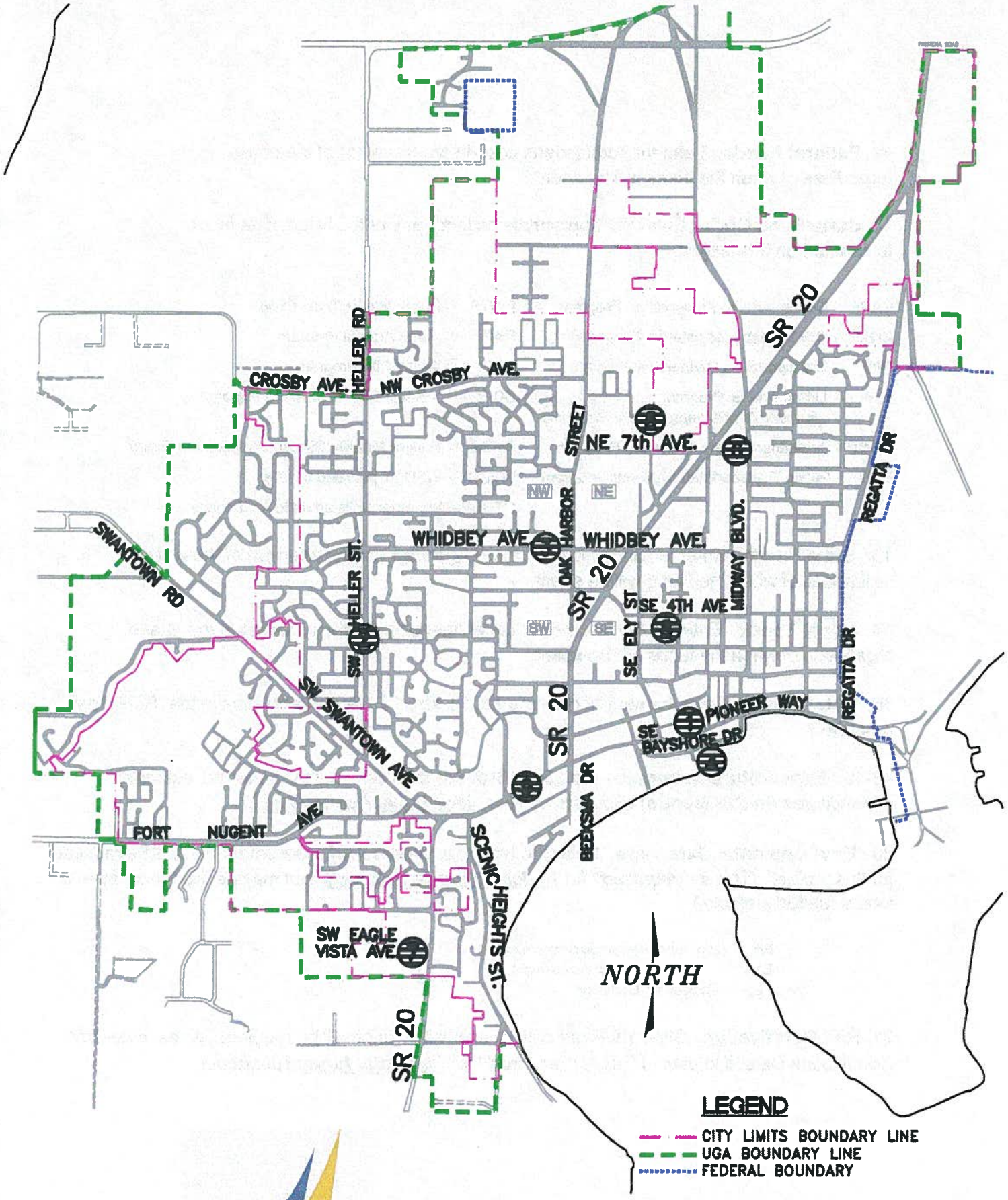
15. **Total Funds.** Enter the sum of columns 10, 12, and 14. (Auto-calculation in the "STIP Too" program.)

16-19. **Expenditure Schedule - (1st, 2nd, 3rd, 4th thru 6th years).** Enter the estimated expenditures (**in thousands**) of dollars by year. (***For Local Agency use.***)

20. **Environmental Data Type.** Enter the type of environmental assessment that will be required for this project. (This is ***"required"*** for ***Federally funded projects***, but may be filled in for state or locally funded projects.)

EIS - Environmental Impact Statement
EA - Environmental Assessment
CE - Categorical Exclusion

21. **R/W Certification.** Click *Y* if Right of Way acquisition is or will be required. If yes, enter R/W Certification Date, if known. (This is **"required"** for ***Federally funded*** *projects.*)



CITY OF Oak Harbor
WHIDBEY ISLAND, WASHINGTON

SIX YEAR TRANSPORTATION IMPROVEMENT PLAN 2011 - 2016

City of Oak Harbor
City Council Agenda Bill

Bill No. 9
Date: August 4, 2010
Subject: Introduction of Ordinance re Water Rates and Charges

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This ordinance amends Chapter 13.32 of the Oak Harbor Municipal Code entitled "Rates and Charges." It establishes the criteria to be used in determining water utility rates and establishes administrative costs and consumptions for various classes of customers. The ordinance also provides that the water rates and charges be used exclusively for providing water utility services.

AUTHORITY

RCW 35.92.010 provides the authority for cities to construct and operate waterworks and fix rates and charges for these systems.

SUMMARY STATEMENT

The City contracted with HDR Engineers, Inc. to prepare a comprehensive rate study for the City's water utility. This included an analysis of the revenue requirements for the utility, a cost of service analysis to determine the cost of providing water service to the various classes of customers, and a rate design to provide a fair and equitable means to distribute costs to the various classes of customers and to meet the City's goal of encouraging water conservation.

The key changes that the proposed ordinance will make to the rate structure for the water utility include:

- Establishing a rate structure that encourages conservation by transitioning over a five year period from a declining block to an inclining block structure. An inclining block structure encourages conservation by charging more per unit as consumption increases.

- The cost of service analysis established the administrative cost of service which includes, but is not limited to meter reading, meter installation and maintenance, billing, consumer confidence reports, water quality testing, customer notifications of water outages, and other customer related services.

- Charging a flat monthly fee based on meter size. This is the most efficient and effective way to cover the administrative costs.
- Reducing the administrative charges for multi-family residential customers that have a single meter due to reduced costs associated with the consolidated nature of single meter-based costs for meter reading, billing and the installation and maintenance of the meters. To account for this, the cost associated with water service to a multi-family residential building with a single meter are most equitably represented by 85% of the meter charge times the number of units available for occupancy.

STANDING COMMITTEE REPORT

These issues were discussed at City Council workshops that were held on November 17, 2009 and May 27, 2010, and at the July 21, 2010 Finance Standing Committee meeting.

RECOMMENDED ACTION

Introduce the Ordinance amending Chapter 13.32 of the Oak Harbor Municipal Code entitled "Rates and Charges" and schedule a public hearing for September 7, 2010.

ATTACHMENTS

Ordinance amending Chapter 13.32 of the Oak Harbor Municipal Code entitled "Rates and Charges."

MAYOR'S COMMENTS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE CHAPTER 13.32 ENTITLED "RATES AND CHARGES" TO ESTABLISH CLASSES OF CUSTOMERS AND BASES FOR CUSTOMER RATES FOR WATER

WHEREAS, the City of Oak Harbor wishes to encourage conservation and careful use of its water resources; and

WHEREAS, the prior rate structure for water consumption by City water customers encouraged water consumption by charging less per unit of consumption the more that a customer used; and

WHEREAS, an "inclining block" method of payment for water use encourages conservation of water by charging more per unit that a customer uses; and

WHEREAS, City staff and consultants have performed a cost of service analysis using the "base-extra capacity method" endorsed by the American Water Works Association which establishes administrative costs of service such as meter-reading, billing, and other customer services as well as costs of installation and maintenance of water meters; and

WHEREAS, the administrative costs of water service to single-family residential, commercial, schools and irrigation users are best represented as a flat monthly fee because the administrative costs per meter are constant regardless of the amount of water consumed; and

WHEREAS, the administrative costs associated with single-family residential, commercial, schools and irrigation users are best reflected by the number and size of meter which indicates the committed demand on the system from each user; and

WHEREAS, the administrative costs associated with multi-family residential users apply to each residential unit for administrative tasks such as water quality testing as required by DOH, sending consumer confidence reports to all addresses in the city, notifying all users of water shutdowns or emergencies, door hangers at apartments or multi-units to notify of non-payment, and treatment of each household as a separate customer when it comes to water quality, pressure, water leaks or other complaints; and

WHEREAS, the administrative costs per unit of multi-family residential housing that is served by a single meter are reduced due to the consolidated nature of single meter-based costs for meter-reading, billing, installation and maintenance of water meters; and

WHEREAS, the administrative costs associated with water service to a multi-family residential building are most equitably represented by eighty five percent (85%) of the meter charge times the number of units available for occupancy to reflect the costs for each unit; and

WHEREAS, reasonable consumption rates should be established for all users as a first tier of consumption prices to account for necessary and prudent water usage; and

WHEREAS, higher consumption rates should be charged at higher prices to encourage conservation; and

WHEREAS, utility rates must be set by ordinance but are more customer-friendly if established in a single rate ordinance which may be posted and accessed as a single document;

NOW, THEREFORE,

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

Section One. Oak Harbor Municipal Code Chapter 13.32 entitled "Rates and Charges" is hereby amended to read as follows:

Chapter 13.32*
WATER RATES AND CHARGES

Sections:

13.32.005 Water utility fund.
13.32.010 Connection charge.
13.32.025 Water rate – Inside the city limits and state park facilities.
13.32.030 Billing and collection procedures.
13.32.060 Monthly rate – Naval Air Station.
13.32.075 Water rate – Premises beyond city limits—~~Commencing March 20, 1998~~.
13.32.083 ~~Monthly rate—~~Master meter connections (water utility district charges)—~~Commencing March 20, 1998~~.
13.32.085 Construction.
13.32.115 Certificate of Occupancy ~~permit~~.

~~*Prior legislation: Ords. 403, 495, 515, 522, 570, 622, 721, 803, 812 and 941.~~

13.32.005 Water utility fund. Fund #401 Water Fund is hereby denominated the water utility fund which is to be used in the operation of the water utility. All water service and water connection charges shall be deposited in this fund, to be used only for the purpose of paying all or any part of the cost and expense of providing water utility services, or to pay or secure the payment of all or any portion of any issue of general obligation or revenue bond issued for such purpose. The water service charges shall be established by ordinance.

13.32.010 Connection charge.

(1) ~~For property within the city limits of Oak Harbor, a~~A connection charge shall be levied upon any customer prior to connection with city water service. The connection charge shall be the actual cost of installation. An initial sum, based on the cost estimated by the water superintendent, or his or her designee, ~~will~~ must be paid in advance of service installation. Upon completion of the connection, the actual cost will be determined and if this amount is greater than the ~~original~~ initial estimate, the ~~applicant~~ customer will be billed for the balance. If the actual cost is less than estimated, the overpayment will be refunded to the ~~applicant~~customer. The actual cost of an installation shall include all

labor, equipment and material, plus a ~~15 percent~~ charge for overhead as set in the utility rate ordinance.

(2) For water connections outside the city limits of Oak Harbor, a surcharge of ~~50~~fifty percent (50%) will be added to the charges specified above for the extra costs involved in working beyond the normal service area.

13.32.025 Water rate – Inside the city limits and state park facilities.

(1) ~~Standard~~Water Service Charge. ~~The standard~~A water service charge ~~for water supplied by the city for residential, commercial and industrial customers inside the city limits and state park facilities shall consist of a customer charge, also termed a "monthly ready to serve charge," based on the meter size together with the rate for the quantity of water used~~ shall be levied on all water customers. The water service charge shall consist of an administrative charge for service also termed a "monthly ready to serve charge," a consumption charge for actual use, and a monthly charge for sprinkler systems, if any.

~~When water is being supplied to an existing multifamily premises (i.e., two or more separate premises being served by one service and meter), the monthly ready to serve charge shall be based on either the existing meter size, or based on a 5/8-inch meter size times the number of units available for occupancy, whichever is the greater charge.~~

~~When more than one service supplies a premises, the consumption of water for each meter shall be computed separately.~~

(a) Administrative Charge. The administrative charge for water supplied by the city to single-family residential, commercial and industrial customers inside the city limits and state park facilities shall be based on the number and size of the meter(s) serving the customer. A multi-family residential administrative charge shall apply to each meter serving a premise authorized for two or more dwelling units pursuant to a certificate of occupancy. The administrative charge for service to a multi-family residential meter shall be based upon the number of dwelling units served by the meter less a factor reflecting administrative savings due to single meter usage.

(b) Consumption Charge. The consumption charge shall be based on the quantity of water used and shall increase according to a schedule established by the utility rate ordinance.

(c) Sprinkler System Charge. The monthly charge for sprinkler systems, if any, shall be a flat rate based upon the cost of service of sprinkler systems to the water utility.

(2) Rates to Be Set in the Utility Rate Ordinance. The water service charge shall be set in accordance with the policies and requirements of this chapter in the utility rate ordinance.

The utility rate ordinance should be reviewed annually to ensure that it properly reflects the costs of service, operation, maintenance and construction of the water utility services.

~~Monthly Ready to Serve Charge. The monthly ready to serve charge shall be in accordance with the following schedule for residential, commercial and commercial/industrial large volume users:~~

~~Ready to Serve Charge Inside City:~~

~~Meter (in inches)~~	~~Rate~~
~~5/8 3/4~~	~~$18.75~~
~~1~~	~~$27.22~~
~~1-1/2~~	~~$38.22~~
~~2~~	~~$54.27~~
~~3~~	~~$92.51~~
~~4~~	~~$152.82~~
~~6~~	~~$234.18~~
~~8~~	~~$285.28~~
~~10~~	~~$354.75~~
~~12~~	~~$434.81~~

~~(3) Consumption Rates and Billing Methods. The schedule of rates for water used inside the city limits shall be as set out in the following subsections:~~

~~(a) Residential Service. The monthly residential consumption rates for each metered user of water from the water system are as follows:~~

~~(i) For the first five CCF of water consumption per month: $7.29.~~

~~(ii) For each CCF of water consumption over the first five CCF: $3.46.~~

~~One bill for each water meter shall be dated and sent to each property owner, or his or her designee, at such times as are prescribed by this chapter.~~

~~(b) Multifamily Residential. The monthly multifamily residential rate is as follows:~~

~~(i) For the first quantity consumed (five CCF) times the number of units available for occupancy, at the rate of $7.29 per five CCF.~~

~~(ii) For any amounts not charged in the first class, at the rate of $3.46 per 100 cubic feet.~~

~~One bill for each water meter shall be dated and sent to each property owner, or his or her designee, at such times as are prescribed by this chapter.~~

~~(c) Multifamily Residential—Separate Meters. For multifamily residential structures having a water meter for each unit occupied or designated to be occupied by a~~

~~single tenant or family, the monthly consumption rate per meter for water furnished shall be as set out in subsection (3)(a) of this section, Residential Service.~~

~~One bill for each water meter shall be dated and sent to each property owner, or his or her designee, at such times as are prescribed by this chapter.~~

~~(d) Commercial and Industrial – General Service.~~

~~For first two CCF of water consumption, or part thereof – $1.81~~
~~For the next three CCF of water consumption – $7.45 per CCF~~
~~For the next 20 CCF of water consumption – $3.82 per CCF~~
~~For each CCF of water consumption in excess of 25 CCF – $1.99 per CCF~~

~~Each business entity shall pay a separate billing based on the monthly ready for service charge. The words "business entity" as used in this subsection mean each individual, corporation, association, partnership or other entity having a separate tax number as issued by the state of Washington pursuant to RCW 82.32.030.~~

~~One bill for each water meter shall be dated and sent out to the property owner, or his or her designee, at such times as prescribed by this chapter.~~

~~(e) Commercial and Industrial – Large Volume Service. Customers may qualify for this rate based on an established consumption history greater than 100,000 CCF annually.~~

~~For first two CCF of water consumption, or part thereof – $1.81~~
~~For the next three CCF of water consumption – $7.45 per CCF~~
~~For the next 20 CCF of water consumption – $3.82 per CCF~~
~~For each CCF of water consumption in excess of 25 CCF – $1.99 per CCF~~

~~One bill for each water meter shall be dated and sent out to the property owner, or his or her designee, at such times as prescribed by this chapter.~~

~~(f) State Park.~~

~~For each CCF of water consumption – $2.74~~

~~(4) For customers which have a fire sprinkler system, there shall be an additional monthly charge of $17.59 per month.~~

13.32.030 Billing and collection procedures. Billing and collection procedures for the utility shall be as provided in this title and OHMC Title 3 and under state law as now in effect or hereafter amended.

13.32.060 Monthly rate – Naval Air Station.

~~(1)~~ The charge for water consumed by the Naval Air Station shall be determined by agreement between the City and the U.S. Navy and shall be reflected in the utility rate ordinance. ~~as follows:~~

~~(a) The rate per 100 cubic feet shall be determined by dividing the total monthly volume in 100 cubic foot increments purchased from the city of Anacortes into the total cost for this amount of water, less any reserve charges. The Naval Air Station's bill shall be determined by multiplying the station's use in 100 cubic foot increments by the average cost as above determined.~~

~~(b) For water reserved but not used, the Naval Air Station will be billed for their share at the same rate that the city pays Anacortes.~~

~~(2) As part of the cost, in addition to the above charges, the Naval Air Station will pay the costs of the city for all applicable business and occupational taxes on the above water service and will also pay such other amounts as provided in a contract between the city and the Navy pursuant to maintenance of the 24-inch water line between Sharp's Corner and the Naval Air Station. Billings will be made monthly for water consumed the previous month and will be payable within 30 days.~~

13.32.075 Water rate – Premises beyond city limits ~~Commencing March 20, 1998.~~

~~(1) Commencing March 20, 1998, the standard charge for water supplied by the city for residential, commercial and commercial/industrial large volume outside of the city limits shall consist of a customer charge, also termed a "monthly ready to serve charge," based on the meter size together with the rate for the quantity of water used.~~

~~(2)~~ The water service charge ~~monthly ready to serve charge commencing March 20, 1998,~~ for customers residing outside the city limits shall be one and one-half times the rate charged for the similar water service ~~under~~established by ~~OHMC 13.32.025.~~the utility rate ordinance.

~~(3) The schedule of rates for water used outside the city limits commencing March 20, 1998, shall be shall be one and one-half times the rate for a similar water service within the city limits for the quantity of water used.~~

13.32.083 ~~Monthly rate—~~Master meter connections (water utility district charges) – ~~Commencing March 20, 1998.~~

(1) ~~Commencing March 20, 1998, t~~The administrative charge ~~monthly ready to serve charge~~ for master meter connections (water service connections to water districts) shall be based upon meter size. ~~as set out in OHMC 13.32.025. Payments on the ready to serve charge shall be applied to the water consumption charges.~~

(2) The administrative charge and water usage ~~All water used~~ will be charged at one and one-half times the rate for in-city non-single family residential ~~commercial/industrial large volume~~ customers for equivalent water usage.

13.32.085 Construction. During the construction of any building and before water is installed as herein provided in this title, as amended, the contractor so constructing such building may be permitted to use the city water supply by making application therefor pursuant to OHMC 3.95.040 and paying the charges prescribed by ~~OHMC 13.32.025~~the utility rate ordinance.

13.32.115 Certificate of Occupancy ~~permit~~. No water shall be turned on for service in any premises for which a certificate of~~n~~ occupancy ~~permit~~ has not been obtained, in advance, from the city building department; provided, that water may be turned on for construction work in unfinished buildings, subject to the provisions of OHMC 13.32.085.

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

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

PASSED by the City Council this _____ day of _____, 2010.
APPROVED by its Mayor this _____ day of _____, 2010.

THE CITY OF OAK HARBOR

_____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Published: _____

City of Oak Harbor
City Council Agenda Bill

Bill No. 10
Date: August 4, 2010
Subject: Introduction of Ordinance re: Sewer Utility Charges

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This is an introduction of an ordinance establishing the policies for rates and charges and customer classes for sewer service. This ordinance amends Chapter 14.05 of the Oak Harbor Municipal Code entitled "Rates and Collections" for sewer. It establishes the criteria to be used in determining sewer utility rates and establishes four classes of customers based on treatment, collection and administrative costs.

AUTHORITY

RCW 35.67.020 provides the authority for cities to construct sewerage systems and to fix rates and charges for these systems.

SUMMARY STATEMENT

The City's sewer system both collects and treats wastewater from City customers. The City has adopted a Comprehensive Sewer Plan that identifies needed capital improvements to the sewer system.

The proposed ordinance establishes classes of customers based on the operational costs of providing sewer service to them. HDR Engineering, Inc., performed a study to determine the costs of the sewer system and to recommend a rate structure which appropriately allocates charges on the basis of cost of service. HDR recommends four classes of customers: single-family, multi-family, commercial and schools.

This ordinance does not set the rates themselves, but provides that utility rates will be set by ordinance in accordance with the policies adopted in this ordinance.

STANDING COMMITTEE REPORT

Sewer issues were discussed at the February 4 and April 1, 2010 Public Works Standing Committee meetings. In addition, these issues were discussed at City Council workshops that were held on November 17, 2009 and May 27, 2010.

RECOMMENDED ACTION

Introduce the Ordinance amending Chapter 14.05 of the Oak Harbor Municipal Code entitled "Rates and Collections" for sewer and schedule a public hearing for September 7, 2010.

ATTACHMENTS

Ordinance amending Chapter 14.05 of the Oak Harbor Municipal Code entitled "Rates and Collections" for sewer service.

MAYOR'S COMMENTS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE CHAPTER 14.05 ENTITLED "RATES AND COLLECTIONS" TO ESTABLISH CLASSES OF CUSTOMERS AND BASES FOR CUSTOMER RATES FOR SEWER

WHEREAS, the City of Oak Harbor wishes to establish wastewater rates which will cover the costs of operating the wastewater system; and

WHEREAS, the City retained the services of HDR Engineering, Inc., (HDR) to perform a study of the operational, capital and administrative needs of the wastewater system; and

WHEREAS, HDR has concluded that the current rate structure requires amendment to accurately reflect the financial operational needs of the wastewater system and to properly allocate those costs to classes of customers; and

WHEREAS, the analysis performed by HDR indicates that the operational costs which should be paid by customers fall into three general categories: volume-, strength- and customer- related costs; and

WHEREAS, the total annual operational costs of the City's wastewater system are comprised of, but not limited to, collection, treatment, and administrative costs; and

WHEREAS, the sewer utility costs are allocated between the customer classes of service of single-family, multi-family, commercial, and schools; and

WHEREAS, together, the single-family and multi-family residential accounts constitute approximately 91% of the total accounts; and

WHEREAS, the number of commercial accounts/meters are approximately 8% of accounts; and

WHEREAS, the number of school accounts is approximately 1/3 of 1% of accounts; and

WHEREAS, the annual wastewater volumes should be calculated by using the winter water use average so that seasonal uses such as irrigation and other outdoor watering needs are not included in the average wastewater use volume calculations, and

WHEREAS, HDR further concludes that the average monthly volume per multi-family residential unit is 70% of the average volume of a single-family residential household; and

WHEREAS, the cost of service is primarily based on the volume and strength of wastewater flowing into the wastewater collection and treatment system; and

WHEREAS, the major factor affecting the cost of treatment of the wastewater is the strength of the wastewater based on biochemical oxygen demand (BOD) and total suspended solids (TSS); and

WHEREAS, customer strength factors by class of service were based on industry standards by class of service and the average strength of the wastewaters at the treatment plant; and

WHEREAS, the strength of wastewater produced by the customers will vary by class of service; and

WHEREAS, differences in annual volume and strength of wastewater create a reasonable distinction between single-family residential customers, multi-family residential customers, commercial customers, and school customers;

NOW, THEREFORE,

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

Section One. Oak Harbor Municipal Code Chapter 14.05 entitled "Rates and Collections" is hereby amended to read as follows:

Chapter 14.05
SEWER RATES AND COLLECTIONS

Sections:

Article I. Sewerage Rates
14.05.010 Policy.
14.05.020 Imposition of charges.
14.05.030 Rate schedule.
14.05.040 High-strength surcharge.
14.05.050 Additional connection charges.
14.05.060 Monitoring and testing.
14.05.064 Metered wastewater volume and metered diversions.
~~**Article II. Billing and Collections**~~
~~14.05.110 Billing delinquent interest.~~
~~14.05.120 Charges constitute a lien.~~
14.05.135 Sewerage lien – Extension of coverage.

Article I. Sewerage Rates

14.05.010 Policy. It is declared to be necessary for public health and safety to require all persons using or connecting to the OHSS to pay adequate sums for the use of the facilities provided. It is further the policy of the City of Oak Harbor to set policies for rates for use of OHSS so that customer charges adequately fund the operational, capital and administrative costs of the OHSS.

14.05.020 Imposition of charges. The classifications of sewer use shall be as set out below. ~~and schedule of rates and charges for sanitary sewage collection and disposal service are established and shall be collected as established by ordinance.~~ The classes of customers are defined as follows:

(1) Single-Family Residential: All sewer connections that serve a single-family dwelling unit~~s~~.

(2) Multi-Family Residential: ~~Apartments with two or more units; mobile homes:~~ All sewer connections to a single meter ~~with the primary purpose of serving~~ that serves a structures containing two (2) or more dwelling units ~~and connections serving~~or a mobile home trailer park~~s~~.

~~(3) Hotel/motel: All sewer connections that serve structures which provide as a primary purpose transient lodging.~~

(43) Schools: All sewer connections that serve a public or /private school ~~facilities~~facility.

~~(5) Marina: All sewer connections that serve customers in a marina setting.~~

~~(6) Residential-commercial: All sewer connections with the primary purpose of serving office facilities or commercial activities which also contain one or more residential dwelling units defined by the occupancy of an entity having a separate sales tax identification number.~~

~~If more than one user or class of user is located in any one building or on any one lot or tract of land, each such user or class of users shall separately pay its proper rates and charges for sanitary sewage disposal service.~~

~~The word "user" as pertains to nonresidential sewer services shall mean each individual, corporation, partnership or other business entity having a separate tax number as issued by the state of Washington, pursuant to RCW 82.32.030.~~

(~~7~~)4) Commercial: All sewer connections ~~with the primary purpose of serving~~that serve a ~~facilities~~ facility ~~of~~ engaged in commercial activities, explicitly including long-term health care facilities and nursing homes and which are not included in the previous customer classes of service.~~.~~

14.05.030 Rate schedule. The schedule of rates and charges for sanitary sewage collection and disposal service shall be set by utility rate ordinance and shall be collected as established by utility billing and collections ordinance. The ~~following~~ rates for sewer service shall ~~apply to sewer service~~be set by ordinance ~~to the city of Oak Harbor~~ in accordance with the following principles:

(1) Single-family residential rates shall be based upon an average of winter water usage rates for those customers and shall assume a low wastewater strength for treatment costs. An

administrative fee for customer services and processing shall be included as well. Together, these factors shall be computed as a flat monthly rate for wastewater service charges.

(2) Multi-family residential rates shall be set by meter and number of units. The meter/account fee shall be based upon the administrative costs for customer services and processing. The estimated annual volume for each unit in a multi-family account shall be computed as seventy percent (70%) of the volume for a single-family residential customer at a low strength level and shall be a flat monthly fee per unit.

(3) Commercial rates shall be set assuming a high wastewater strength for treatment costs. The commercial rate shall incorporate the costs of treatment and collection costs on a per volume basis. The volume rate shall be based upon actual wastewater volume contributed by each customer to apportion the costs attributable to commercial users based on the variations of types of commercial users in the city. An administrative fee for customer services and processing shall be included as well.

(4) School rates shall be set assuming a low wastewater strength for treatment costs. The school rate shall be a commercial rate, incorporating the costs of treatment and collection costs on a per volume basis. The volume rate shall be based upon actual wastewater volume from the school. An administrative fee for customer services and processing shall be included as well.

	~~Monthly Charges~~		
~~Rate Structure~~	~~Customer Charge per Account~~	~~Fixed Capacity Charge/Unit~~	~~Volume Charge~~
~~Single Family Residential~~	~~$3.87~~	~~$32.65~~	-
~~Apartments with two or more units~~	~~$3.87~~	~~$32.65~~	-
~~Hotel, motel~~	~~$36.55~~	-	~~$4.34 per 100 cubic feet in excess of 100 cubic feet~~
~~School~~	~~$3.87~~	-	~~$4.34 per 100 cubic feet~~
~~Marina~~	~~$36.55~~	-	~~$4.34 per 100 cubic feet in excess of 100 cubic feet~~
~~Commercial~~	~~$36.55~~	-	~~$4.34 per 100 cubic feet in excess of 100 cubic feet~~

The rates for customers outside the city limits of Oak Harbor shall be one and one-half (1.5) times the rate for the same class of customers within the city limits.

14.05.040 High-strength surcharge.

(1) The high-strength surcharge provision shall apply to ~~those commercial~~any ~~and industrial~~ customers discharging waste-water or wastes with BODs or TSS or both greater than 250 mg/l.

(2) The surcharge shall be based on monitoring of the waste-water entering the public sewer through the side sewer.

(3) ~~As of the date of the ordinance codified in this title, the high-strength surcharge rate established for a food preparation business identified in OHMC 14.09.010 which meets the criteria established below shall be as set out therein until by test, the rate shall be changed.~~

High-strength surcharge rates for untested food preparation businesses described in OHMC 14.09.010 shall be:

(a) The rate (normal rate and surcharge together) for a discharger which (i) has an approved FOG reduction program, (ii) has an appropriately sized grease trap or FOG interceptor, and (iii) does not have a garbage grinder installed shall be the normal rate for a customer of class to which the discharger belongs; it is further provided that businesses with garbage grinders as of July 1, 1995, may obtain the normal rate without removal of the garbage grinder if they follow a program of screening all sinks where food wastes may be discharged so that most food waste will be separated from the sewage stream prior to entry of the garbage grinder. The business shall establish practices of assuring these screens are kept in place and food collected on them will be dumped into solid waste receptacles.

(b) The rate (normal rate and surcharge together) for a discharger which (i) has an approved FOG reduction program, (ii) has an appropriately sized grease trap or interceptor, but (iii) does have a garbage grinder installed shall be a rate one and one-half times the normal rate of a customer of the class to which the discharger belongs.

(c) The rate (normal rate and surcharge together) for a discharger which (i) has an approved FOG reduction program, (ii) does not have an appropriately sized grease interceptor or grease trap, and (iii) does not have a garbage grinder shall be two times the normal rate for a customer of the class to which the discharger belongs.

(d) The rate (normal rate and surcharge together) for a discharger which (i) has an approved FOG reduction program, but (ii) does not have an appropriately sized grease trap or FOG interceptor, if required by this title, and (iii) does have installed a garbage grinder shall be two and one-half times that of the normal rate for a customer of the class to which the discharger belongs.

(e) The rate (normal rate and surcharge together) for a discharger without an approved FOG reduction program shall be three times that for a customer of the class to which the discharger belongs.

(4) It shall be the responsibility of each ~~industrial or commercial~~ customer whose waste-water strength exceeds 250 mg/liter ~~that stipulated in subsection (1) of this section~~ to notify the supervisor ~~that the discharge may be subject to high-strength surcharge~~ of the fact of that excess strength. Those users who discharge higher strength wastes without approval from the supervisor are subject to the penalties outlined in OHMC 14.03.330.

(5) The following surcharges shall be assessed for approved high-strength discharges into the public sewer:

(a) Two percent (2%) increase in user charge for each 25 mg/l of BODs greater than 250 mg/l;

(b) One percent (1%) increase in user charge for each 25 mg/l of TSS greater than 250 mg/l;

(c) One percent (1%) increase in user charge for each one mg/l of total suspended FOG in excess of 100 mg/l.

(6) Once the city establishes the high-strength surcharge for a particular user, that surcharge shall become effective ten (10) days after notice to the customer, unless an appeal is filed. To effect an appeal, the custom~~user may~~ must file a written appeal with the ~~administrative authority~~city administrator within thirty (30) days after notification of said surcharge amount. The appeal may be based on an improper calculation of the surcharge rate or inapplicability of the surcharge to the user. Such appeal shall set forth the name, current address and telephone number of the appellant. It shall also specify ~~in reasonable detail~~ the ~~sources~~ nature of the error ~~being appealed~~alleged and the appellant's ground for modification ~~thereof~~for elimination of the surcharge. Failure to file a written appeal shall constitute a waiver of the right to appeal.

Based on the information provided by the appellant, the ~~administrative authority~~city administrator shall schedule a meeting with the appellant. This meeting shall be scheduled within five (5) business days of the filing of the appeal unless a later date is agreed by both parties. Failure to attend the scheduled meeting shall constitute waiver of the meeting. Based upon the information submitted by the appellant, the meeting (if held) and investigation by the city administrator, the city administrator shall issue a written decision ~~decide~~ whether such surcharge modification should be approved within ~~30~~ ten (10) days of the ~~receipt~~ scheduled meeting on~~of~~ the written appeal. If the ~~administrative authority~~ city administrator ~~determines that there is no basis for modification acceptable to the appellant~~denies the appeal, the appellant may appeal to the city council.

Appeal to the city council must be filed in writing within fifteen (15) days of the issuance of the city administrator's decision. The procedures of Ch. 1.24 OHMC shall apply to this appeal. ~~In all cases, the~~The decision of the city council shall be final.

14.05.050 Additional connection charges. In addition to the ~~foregoing~~ rates and charges set by utility rate ordinance, and where the city makes the connection from a building or side sewer to its sewage system, the city shall charge the owner, contract vendee or authorized agent of the owner of the particular premises to which such connection has been made according to the provisions of Chapter 14.03 OHMC.

14.05.060 Monitoring and testing. Commercial ~~and industrial~~ users of the OHSS shall pay the costs of all city's testing of sewage effluent from the side sewer if it is determined that the effluent is not in compliance with any discharge standards of Chapter 14.07 OHMC.

14.05.064 Metered wastewater volume and metered diversions.

(1) Adjustments in Sewerage Rates Due to Irrigation – Administrative Decision. For commercial, multi-family residential and industrial customers whose charges are based on water consumption and from whose premises, in the opinion of the public works superintendent in charge of the water utility, a significant portion of the water received from any metered source does not flow into the sanitary sewer by reason of its use for irrigation or other diversion, the charges and fees will be applied only against the volume of water discharged from such premises into the sanitary sewer. Written notification and proof of the diversion of water must be provided by the user, and approved by the public works superintendent in charge of the water utility, if the user is to avoid the application of the charges and fees against the total amount of water used from all sources.

(2) Submetering. To establish proof of the diversion, the user shall install a submeter of a type and at a location approved by the public works superintendent and at the user's expense. Such meter shall be located after the main meter and no water passing through the submeter shall be drained into the sewer system. Such meters shall be maintained at the expense of the user and be tested for accuracy at the expense of the user when deemed necessary by the city. Within thirty (30) days of notification by the public works superintendent that meter repair and/or testing, if testing is required, the user shall provide written confirmation that such repair or testing, or both, have been accomplished. Failure to provide such confirmation may result in sanitary sewer charges being based upon the metered water source. It shall be the responsibility of the user to determine the need for submetering to effect a reduction of sewer charges for their operation.

~~(3) Charge. The charge for billing adjustments shall be $2.30 per month payable to the water utility for water reading and billing services. There shall be no system development charge for submeters which are installed after the main meter.~~

~~**Article II. Billing and Collections**~~

~~**14.05.110 Billing delinquent interest.**~~

~~(1) Sewage service charges shall be billed bimonthly on the first day of the billing month applicable to the area being billed.~~

~~(2) All rates and charges provided in this chapter shall be billed to the owner, contract vendee or authorized agent of the owner or contract vendee of the particular premises to which the services defined in this chapter are provided. All permits which may be required by the city to be obtained shall be obtained by and issued to such owner, contract vendee or authorized agent; provided, that tenants shall not be deemed agents of the owner or contract vendee by virtue of their tenancy alone, though such owner or contract vendee may in writing authorize the billing of tenants and the issuance of permits to such tenants directly.~~

~~**14.05.120 Charges constitute a lien.** All rates and charges provided for in this chapter and Chapters 14.03 and 14.09 OHMC, together with any penalties and interest thereon at the rate of eight percent per year from the date of delinquency and all costs and fees of collecting or foreclosing upon the premises served to collect the same, shall be a lien upon the property and premises with which the connection is made or sewage disposal service furnished, superior to all other liens or encumbrances except those for general taxes and special assessments. Enforcement of such lien or liens shall be in the manner provided by law.~~

14.05.135 Sewerage lien – Extension of coverage. ~~The city of Oak Harbor may, in lieu of the provisions provided for in RCW 35.67.210, provide for a sewerage lien to be effective for a total not to exceed one year's delinquent service charges without the necessity of any writing or recording of the lien with the Island County auditor.~~In accordance with RCW 35.67.215 and in lieu of the provisions of RCW 35.67.210, a city sewerage lien shall be effective for a total of not to exceed one (1) year's delinquent service charges without the necessity of any writing or recording of the lien with the county auditor.

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

Section Three. Effective Date. This Ordinance shall be in full force and effect on December 20, 2010.

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PASSED by the City Council this _____ day of _____, 2010.

APPROVED ( )
VETOED ( )
by its Mayor this _____ day of _____, 2010.

THE CITY OF OAK HARBOR

_____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Published: _____

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City of Oak Harbor
City Council Agenda Bill

Bill No. 11
Date: August 4, 2010
Subject: **State Homeland Security Grant Agreement with Island County**

FROM: **Mark Soptich, Fire Chief** MS

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 consider approval of the attached agreement between the City of Oak Harbor and Island County. The agreement would authorize the city to receive $27,270 from the State Homeland Security Grant Program.

AUTHORITY

Oak Harbor Municipal Code 2.310.040 states:

2.310.040 Grants.

(1) Nothing in this chapter shall prevent the city from complying with the terms and conditions of any grant, gift or bequest which is otherwise consistent with law.

(2) The mayor or his/her designee is authorized to apply for grants in any amount and to execute grant contracts for grants of not more than $30,000. The mayor or his/her designee shall notify the city council periodically of such grant applications and grant contract approvals.

(3) Grant contracts in excess of $30,000 shall require council approval.

SUMMARY STATEMENT

Formalizing the City's Department of Emergency Services through the State of Washington, has made us eligible to apply for and receive funding from grants sources. The Department of Homeland Security (DHS), Office of Grants and Training, is one grant that provides funds to enhance the capability of state and local government to prevent, deter, respond to, and recover from incidents of terrorism. This grant is provided to nine Regional Homeland Security Districts (Regions) to address unique equipment, exercise, training, planning, and administrative needs of local emergency responders.

The grant is based on the city's population and totals $27,270.00 for the period of September 2008 through October 2010. This agreement is required with Island County and utilizes the vetting and reimbursement process to receive the funds.

These funds will make improvements in the city's Emergency Operations Center and a mobile command unit enhancing our ability to maintain interoperable communications during emergencies.

STANDING COMMITTEE REVIEW

This is one of several grants discussed at Public Safety Standing Committee meetings.

RECOMMENDED ACTIONS

- Authorize the Mayor and the Director of Emergency Services to sign the agreement with Island County.

ATTACHMENTS

Sub recipient Agreement between Island County and the City of Oak Harbor State Homeland Security Grant Program.

MAYOR'S COMMENTS

SUBRECIPIENT AGREEMENT
BETWEEN ISLAND COUNTY AND THE CITY OF OAK HARBOR
STATE HOMELAND SECURITY GRANT PROGRAM

This subrecipient agreement is entered into by Island County, a political subdivision of the State of Washington, and the City of Oak Harbor (City), a municipal corporation, to fulfill the terms of the State Homeland Security Grant Program agreement between Snohomish County and Island County (SHSGP Grant).

A. The period of this subrecipient agreement is the same as the time period of the SHSGP Grant, September 1, 2008 through October 31, 2010.

B. As subrecipient of the SHSGP Grant, the City will:

1. Comply with all the terms and conditions with which Island County must comply under the attached SHSGP Grant attached hereto marked Attachment "A"

2. Request approval of the use of the SHSGP Grant funds for up to $27,270.00 for approved equipment, through David L. Hollett, Island County Department of Emergency Management; and

3. Submit the City's pay vouchers for approved use of the SHSGP Grant funds to David L. Hollett, Island County Department of Emergency Management, no later than October 22, 2010.

C. Island County will:

1. Process the City's request or requests for approval of the use of the SHSGP Grant funds for training exercises and equipment;

2. Process the City's pay vouchers and submit them to Snohomish County for reimbursement; and

3. Reimburse the City the amount of funds provided by Snohomish County from the SHSGP Grant for the City's approved training exercises and equipment.

D. Each party to this agreement shall assume the risk of, be liable for, and pay all damages, losses, costs and expenses caused by its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of its responsibilities of this agreement.

City of Oak Harbor

By:_____ _____
Jim Slowik, Mayor Date

_____ _____
Mark Soptich, Director Date
Oak Harbor Emergency Services

Board of County Commissioners
Island County, Washington

By: _____ 7-12-10
Helen Price Johnson, Chair Date

200

CONTRACT REVIEW FORM

Risk Management Contract Control Number: RM-D-M-09-0174

Snohomish County - Island County

Contract Name: E09-181 HOMELAND SECURITY GRANT **Dept Contract #:** (Optional)

Department Contact: DAVID L. HOLLETT **Request Date:** APR. 13 09

Effective Date of Contract: JULY 1 08 **Term of Contract:** APR. 30, 2010

Contract $ Amount: $181,799.00

Circle One: [BID] NA [NO BID] [RFQ/RFP]

* If "NO BID" identify exemption to mandatory bidding = County recipient of funding

Funds Available [Budgeted] 100% [Grant] [Grant Match %]

Return to Originating Department by: MAY 26 09 **Suspension/Debarment Certification YES** ☑

Or Call for Pick Up, ext. # 5572

RECEIVED
APR 16 2009
ISLAND COUNTY PROSECUTING ATTORNEY

ACTION REQUIRED:

A. Review by Prosecuting Attorney * Date to Risk Management under separate cover = [/ /]

David L. Jamieson Jr. 4/27/09
Approved as to Form Date

or Comments

Comments: 09-0184

B. Review by Risk Management :Date to Prosecuting Attorney under separate cover =[/ /]

Barbara J. Kemp 4/14/09
Approved Date

or Comments

Comments:

Other Notes:

☑ Second Review see page 2 Reverse Side

The top portion of this form will be completed by Originating Department and attached to the Contract for Services to be reviewed. This form will stay with the contract through the contract review process.

Attachment "A"

SNOHOMISH COUNTY CONTRACT FACE SHEET

1. Contractor Name and Address:	2. Contract Amount:	3. Contract Number
Island County - Department of Emergency Management P.O. Box 5000 Coupeville, WA 98239	**$ 181,799**	**E09-181**
4. Contractor's Contact Person, phone number: **Dave Hollett, (360) 679-7370**	5. Contract Start Date: **September 1, 2008**	6. Contract End Date: **April 30, 2010**
7. County's Regional Coordinator /phone number: **Tammy Jones, (425) 388-5072**	8. State Business License #: **NA**	9. UBI # (state revenue): **313-014-461**

10. Funding Authority:
Washington State Military Department (Department) and the **U.S. Department of Homeland Security** (DHS)The U.S. **Department of Homeland Security (DHS), Washington State Military Department –Emergency Management Division** (Department); and **Snohomish County – Department of Emergency Management** (County)

11. Funding Source Agreement #:	12. Program Index # & OBJ/SUB-OJ:	13. CFDA # & Title:	14. TIN or SSN:
2008-GE-T8-0038	**N/A**	**97.067 SHSP**	**91-6001321**

15. Service Districts:	16. Service Area by County(ies):	17. Women/Minority-Owned, State Certified?:
(BY LEGISLATIVE DISTRICT) 10 (BY CONGRESSIONAL DISTRICT): 2	**Island County**	X N/A ☐ NO ☐ YES, OMWBE #_____

18. Contract Classification:
☐ Personal Services o Client Services X Public/Local Gov't
☐ Collaborative Research ☐ A/E ☐ Other_____

19. Contract Type (check all that apply):
X Contract X Grant ☐ Agreement
X Intergovernmental (RCW 39.34) ☐ Interagency

20. Contractor Selection Process:
X "To all who apply & qualify" ☐ Competitive Bidding
☐ Sole Source ☐ A/E RCW ☐ N/A
☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____

21. Contractor Type (check all that apply)
☐ Private Organization/Individual ☐ For-Profit
X Public Organization/Jurisdiction X Non-Profit
☐ VENDOR X SUBRECIPIENT ☐ OTHER

22. BRIEF DESCRIPTION:
The U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) is providing funds to enhance the capability of state and local units of government to prevent, deter, respond to, and recover from catastrophic and/or terrorist events through the FFY08 Homeland Security Grant, State Homeland Security Program. This funding is being provided to address the unique exercise, training, planning, equipment, organization, and management and administration needs of emergency responders.

The County and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. This contract consists of the following: Contract Face Sheet; Special Terms and Conditions; Exhibit A, General Terms and Conditions; Exhibit B, Statement of Work; Exhibit C, Budget; and Exhibit D, Bi-Annual Progress Report which govern the rights and obligations of both parties to this contract.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

(a) Applicable Federal and State Statutes and Regulations
(b) Statement of Work
(c) Special Terms and Conditions
(d) General Terms and Conditions, and if attached,
(e) any other provisions of the contract incorporated by reference.

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract this 11 day of MAY, 2009.

FOR THE COUNTY:

MARK SOINE
Deputy Executive 6/19/09
Signature Date
Aaron Reardon, Snohomish County Executive

5/26/09
Signature Date
John Pennington, Director Snohomish County DEM

APPROVED AS TO FORM:

5/27/09
Deputy Prosecuting Attorney Date

202

FOR THE CONTRACTOR:

5-11-09
Signature Date
John Dean, Chairman

5-11-09
Signature Date
Angie Homola, Commissioner

5-11-09
Signature Date
Helen Price Johnson, Commissioner

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- COMPENSATION SCHEDULE:
This is a fixed price, reimbursement contract. Within the total contract amount, travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended and in agreement with federal rates. Original receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this contract must be maintained by the Contractor and be made available upon request by the County.

Cumulative changes to budget categories in excess of 10% of the contract award will not be reimbursed without the prior written authorization of the County. Budget categories are as specified or defined in Exhibit C, the budget sheet of the contract.

ARTICLE II -- REPORTS:
In addition to the reports as may be required elsewhere in this contract, the Contractor shall prepare and submit the following reports to the County's Key Personnel:

Financial	#/Copies	Due Date
Invoices	**1**	**Within 30 days after the end of the period in which the work was performed.**

Invoices must be submitted no more often than monthly, but at least quarterly. Failure to submit invoices in a timely manner may cause the County to hold all requests for equipment approval until invoices are submitted.

Final Invoice (shall not exceed overall contract amount, unless approved in writing by County's Key Personnel)	**1**	**No later than 30 days following the contract end date**

Technical	#/Copies	Due Date
Bi-Annual Progress Report	**Electronic**	**January 12 and July 12, of each year of the contract period**
Close Out Report	**Electronic**	**No later than 30 days following the contract end date**
NIMS Compliance Progress Reports	**Electronic**	**September 30 of each year of the contract performance period**

Failure to meet all of the reporting and invoicing deadlines will prohibit the Contractor from being reimbursed and will prevent vetting of equipment requests while contract requirements are outstanding.

All contract work must end on the contract end date, including receipt of supplies and equipment, however the Contractor has up to **30** days after the contract end date to submit all final reports, invoices and/or deliverables.

The Bi-Annual Progress Report and the Close Out Reports will be submitted electronically to the County utilizing the State EMD reporting template for the Region-wide submission to the Department.

ARTICLE III -- KEY PERSONNEL:
The individuals listed below shall be considered key personnel. Each party must notify the other of any substitution in writing.

COUNTY:

Tammy Jones, Region 1 Coordinator

Bill Ekse, Region 1/UASI Coordinator

CONTRACTOR:

Dave Hollett, Director Island Co. DEM

ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:

The Contractor shall comply with all financial and procurement guidance, including competitive processes and other procurement requirements, to include but not limited to: Office of Management and Budget (OMB) Circulars, A-87 (Cost Principles for State, local and Indian Tribal Governments), A-102 (Grants and Cooperative Agreements with State and Local Governments), A-122 (Cost Principles for Non-Profit Organizations), A-133 (Audits of States, Local Governments, and Non-Profit Organizations), The Federal Emergency Management Agency's codified regulations, 44 Code of Federal Regulations (CFR), and the U.S. Department of Homeland Security's Financial Management Guide. Local and state procurement and contracting regulations take precedence over these requirements when local and state regulations are more stringent.

ARTICLE V -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

1. Funds are provided by the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) solely for the purpose of enhancing the capability of state and local units of government to prepare for, prevent, deter, respond to, and recover from catastrophic incidents resulting from man-made and natural events. The Contractor shall use the funds to perform tasks as described in the Statement of Work and Budget portions of this contract.
2. Grant funds may not be used to replace or supplant existing funding.
3. The Contractor will provide a match of $0 of non-federal origin.
4. The Contractor acknowledges that since this contract involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Contractor agrees that it will not hold the County, Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this contract prior to distribution of appropriated federal funds.
5. The Contractor agrees that it will not hold the County, Department, the State of Washington, or the United States liable for any damages, claim for reimbursement or any type of payment if federal funds are not appropriated or are not appropriated in a particular amount.
6. The Contractor agrees that to receive any federal preparedness funding, all National Incident Management System (NIMS) compliance requirements outlined in applicable grant guidance must be met.

ARTICLE VI -- PROCUREMENT AND FINANCIAL MANAGEMENT:

1. All sole source contracts over $100,000 must be reviewed and approved by the County prior to execution of a contract. This requirement must be passed on to all of the Contractor's subcontractors, at which point the Contractor will be responsible for reviewing and approving their subcontractors' sole source justifications.
2. All contracts with individual consultants that are not competitively bid, and where the consultant will be charging an excess of $450 per day (excluding travel and subsistence) must be approved by the County before the contract is executed. This requirement must be passed on to all of the Contractor's subcontractors, at which point the Contractor will be responsible for reviewing and approving their subcontractors' contract.
3. No costs will be reimbursed in advance of their being incurred by the Contractor.
4. No costs will be reimbursed until the items have been received by the Contractor and invoiced by the vendor.
5. Each A-19 will be accompanied by a spreadsheet detailing the expenditures. Copies of supporting financial documents and invoices must be provided by the Contractor prior to reimbursement. Originals must be made available upon request to the County, Department, and local, state, or federal auditors.
6. Requests for reimbursement of equipment purchases must include a copy of the vendor's invoice and packing slip or a statement **signed** and **dated** by the Contractor's authorized representative that states "all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements".
7. No travel or subsistence costs, including lodging and meals, reimbursed with federal funds may exceed federal maximum rates which can be found at http://www.gsa.gov.

ARTICLE VII – EQUIPMENT MANAGEMENT:

1. The Contractor or a Subcontractor shall submit all proposed equipment purchases to the County for submission to the Committee on Homeland Security, Subcommittee on Equipment to ensure that the requested equipment is on the Authorized Equipment List, is aligned with the statewide equipment purchasing strategy, and meets all statewide interoperability and standardization requirements. No reimbursement for equipment costs will occur until the appropriate approvals have been obtained.
2. The Contractor or Subcontractor shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program requirements as outlined in the applicable grant guidance
3. All equipment purchased under this contract, by the Contractor or a subcontractor, will be recorded and maintained in the Contractor's equipment inventory system, unless specific de-obligated funds are contracted directly between a county, or other entity, and the State, in which case the contracted county maintains the equipment records.
4. Upon successful completion of the terms of this contract, all equipment purchased through this contract will be owned by the Contractor, or a recognized subcontractor/subgrantee for which a contract, subgrant agreement, or other means of legal transfer of ownership is in place.
5. The Contractor, or a recognized subcontractor/subgrantee, shall be responsible for any and all operation and maintenance expenses and for the safe operation of their equipment including all questions of liability.
6. The Contractor shall maintain equipment records that include: a description of the equipment; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the equipment.
7. Records for equipment shall be retained by the Contractor for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Contractor until all litigations, claims, or audit findings involving the records have been resolved.
8. For the purpose of inventory and disposal of equipment purchased under this contract the 44 CFR Section 13.3 definition of equipment will be used. It defines equipment as a tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. This definition will be used for equipment purchased with contract funds, unless local or state regulations are more restrictive.
9. The Contractor shall take a physical inventory of the equipment and reconcile the results with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Contractor to determine the cause of the difference. The Contractor shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
10. The Contractor shall develop a control system to ensure adequate safeguards to prevent loss, damage, unauthorized use and theft of equipment, to include small and attractive items. Any loss, damage or theft shall be investigated and a report generated.
11. The Contractor will develop adequate maintenance procedures to keep the equipment in good condition.
12. If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
13. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
    a. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the Contractor with no further obligation to the awarding agency.
    b. Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the Contractor shall compensate the Federal-sponsoring agency for its share.

14. Equipment purchased with funds from DHS grant programs should be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" whenever possible.
15. As subgrantees of federal funds, the Contractor must pass on equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and subgrantees who receive pass-through funding from this contract.

ARTICLE VIII – SUBRECIPIENT MONITORING

The County will monitor the activities and equipment acquisition of the Contractor from award to closeout and for the life of equipment purchased under this contract. The goal of the County's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with federal and state audit requirements, federal grant guidance, applicable federal and state financial regulations.

Monitoring activities may include:

- review of performance reports and documentation of contract deliverables completion;
- documentation of phone calls, meetings, e-mails and correspondence;
- review of reimbursement requests to ensure allowablity and consistency with contract budget and contract deliverables;
- observation and documentation of contract related activities, such as planning, exercises, training, funded events and equipment demonstrations;
- on-site visits to review equipment records and inventories, verify source documentation for reimbursement requests and performance reports and verify completion of deliverables.

As sub-grantees of federal funds, the Contractor is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-grantees who receive pass-through funding from this contract.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

a. "**Department**" shall mean the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.

b. "**County**" shall mean Snohomish County, Washington, a political subdivision of the State of Washington, acting as the lead agency for Region One. Region One consists of Island, San Juan, Skagit, Snohomish and Whatcom Counties, including the federal recognized tribes within those counties.

c. "**Contractor**" shall mean that firm, organization, group, individual, or other entity performing services under this contract, and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this contract. "Contractor" shall be further defined as one or the other of the following and so indicated on face sheet of the contract.

1) "***Subrecipient***" shall mean a contractor that operates a federal or state assistance program for which it receives federal funds and which has the authority to determine both the services rendered and disposition of program funds.

2) "***Vendor***" shall mean a contractor that agrees to provide the amount and kind of service or activity requested by the Department and that agrees to provide goods or services to be utilized by the Department.

d. "**Subcontractor**" shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

e. "**Recipient**"– a nonfederal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.

f. "**Pass-Through Entity**" means the Washington State Military Department as it is applied to this contract. As found in SAAM 50.30.30 – "A nonfederal entity that provides a federal award to a subrecipient to carry out a federal program."

g. **"Nonfederal Entity"** is defined as a state local government or nonprofit organization (as defined in federal Circular A-133).

h. "**Cognizant State Agency**" shall mean a state agency that has assumed the responsibility of implementing single audit requirements and coordinating audit follow-up for a particular grantee by virtue of providing the majority of federal assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency who contributes the largest portion of federal financial assistance to the subrecipient unless the designation has been reassigned to a different state agency by mutual agreement.

i. **"Federal Financial Assistance"** – Assistance that nonfederal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations or other assistance. It does not include amounts received for provision of vendor services to federal agencies or reimbursement for services rendered directly to individuals.

j "**Grant**" - For the purposes herein, the term "grant" may be used to mean "contracts" or "grants" or "agreements".

k. "**CFDA Number**" – The five-digit number assigned to a federal assistance program in the federal Catalog of Federal Domestic Assistance (CFDA) or, in the absence of a catalog defined number, the number defined by instructions from the federal audit clearinghouse.

l. "**CFR**" – Code of Federal Regulations

m. "**OMB**" – Office of Management and Budget

n. "**RCW**" - Revised Code of Washington

o "**WAC**" - Washington Administrative Code.

2. **SUBRECIPIENT MONITORING**

a. The County and the Department, as a Recipient and/or Pass-Through Entity, receive federal financial assistance under federal programs and are charged with maintaining compliance with federal and state laws and regulations regarding the monitoring, documentation, and monitoring of subrecipient grant activities using federal financial assistance. Management and implementation guidelines for the federal programs ensure compliance with statutes, grant guidelines, the sub-award agreement, Office of Management and Budget (OMB) circulars (including OMB Circular A-133), subrecipient audits, and other guidance found in the Federal Register. The Department shall adhere to its Subrecipient Monitoring Policy (Finance Policy 02-006-06) and the Subrecipient Monitoring Procedures (Finance Procedure 02-006-06).

b. The Contractor shall perform under the terms of the contract and the County has responsibility for reasonable and necessary monitoring of the Contractor's performance. The County and the Department shall conduct contract monitoring activities on a regular basis. Monitoring is defined as any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract.

Monitoring involves prudent collection of information about Contractor operations and is not limited to site visits or the completion of formal reviews. Monitoring may include periodic Contractor reporting to the County, County review of audit reports, invoice reviews, onsite reviews and observations, and surveys. Adequate documentation is essential for effective contract monitoring and will include copies of letters, meeting notes, and records of phone conversations as evidence that conscientious monitoring has occurred during the period of the contract. Subrecipient monitoring will occur throughout the year rather than relying solely on a once-a-year audit. The Contractor agrees to cooperate with all monitoring activities and to comply with reporting requirements.

The County and Department as the Recipient and/or Pass-Through Entity will conduct on-site visits as appropriate and required by contract for "for-profit" subrecipients, since the A-133 Single Audit does not apply to "for-profit" organizations.

3. **RECORDS, MONITORING AND AUDIT ACCESS**

a. The Contractor shall cooperate with and fully participate in all monitoring or evaluation activities that are pertinent to this contract.

b. Access to public records-The Contractor acknowledges that the County is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the County relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection and copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.

c. The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and the provision of any materials, supplies, services and/or equipment under this contract herein, including, but not limited to, records of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review and audit by personnel duly authorized by the County, the Department, the Washington State Auditor's Office, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract and make them available for inspection, review or audit for six (6) years from the end date of this contract, date of final payment or conclusion of services performed under this contract, whichever is later. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

d. Contractor shall provide right of access to its facilities and records to the County, the Department and any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

4. **SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)**

Non-federal entities as subrecipients that expend **$500,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (revised June 27, 2003, effective for fiscal years ending after December 31, 2003). Non-federal entities that spend less than **$500,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. Circular A-133 is available on the OMB Home Page at http://www.omb.gov and then select "Grants Management" followed by "Circulars".

Contractors required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Contractor has the responsibility of notifying the Washington State Auditor's Office and requesting an audit. Costs of the audit may be an allowable grant expenditure.

The Contractor shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County or Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The County and the Department reserve the right to recover from the Contractor all disallowed costs resulting from the audit.

Once the single audit has been completed, the Contractor must send a full copy of the audit to the County and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Contractor must send the audit and the letter no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Snohomish County - Department of Emergency Management
Attn: Homeland Security -Regional Coordinator
3509 109th St. SW
Everett, WA 98204

In addition to sending a copy of the audit, the Contractor must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

The Contractor shall include the above audit requirements in any subcontracts.

5. **RECAPTURE PROVISIONS**

In the event that the Contractor fails to expend funds under this contract in accordance with applicable state and federal laws and/or the provisions of this contract, the County reserves the right to recapture funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six (6) years following contract termination or audit resolution, whichever is later. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. In the event that the County or the Department may be required to institute legal proceedings to enforce the recapture provision the County or the Department shall be entitled to recover its costs thereof, including reasonable attorney's fees, from the Contractor.

6. **COMPLIANCE WITH APPLICABLE LAW**
The Contractor and all subcontractors shall comply with all applicable federal, state, tribal government, and local laws, regulations, and policies.

This obligation includes, but is not limited to, compliance with Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. § 52.203-5); Public Records Act (RCW 42.56); Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq. and 15 C.F.R. Part 29); Lobbying Restrictions (31 U.S.C. § 1352 and 15 C.F.R. Part 28); and safety and health regulations. The County and the Department are not responsible for advising the Contractor about, or determining the Contractor's compliance with, applicable laws, regulations and policies.

In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any applicable law, regulation or policy, the County may rescind, cancel, or terminate the contract in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to comply with applicable law, regulation or policy.

7. **NONDISCRIMINATION**
During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

b. Nondiscrimination laws and policies (such as RCW 49.60, Washington's Law Against Discrimination, and Title VII of the Civil Rights Act).

8. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**, 42 U.S.C. § 12101 et seq. and 28 C.F.R Part 35 and other implementing regulations. The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

9. **UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**
The Contractor is encouraged to utilize firms that are certified by the Washington State Office of Minority and Women's Business Enterprises as minority-owned and/or women-owned in carrying out the purposes of this contract.

10. **PUBLICITY**
The Contractor agrees to submit to the County or the Department all advertising and publicity relating to this contract wherein the County's or the Department's name is mentioned or language used from which the connection of the County's or the Department's name may, in the County's or the Department's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity without the prior written consent of the County or the Department.

11. **DISCLOSURE**
The use or disclosure by any party of any information concerning the County or the Department for any purpose not directly connected with the administration of the County's or the Department's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of the County or the Department.

12. **CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY**
If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the Department, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this contract shall be incorporated into this contract by reference.

Further, the Contractor agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epls.gov.

13. **LIMITATION OF AUTHORITY**
The signatories to this contract represent that they have the authority to bind their respective organizations to this contract. Only the person authorized by each party to execute this contract, or the delegate of that authorized person, which delegation shall be in writing and made prior to action by the delegate, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized persons.

14. **CONTRACTOR NOT EMPLOYEE – INDEPENDENT STATUS OF CONTRACTOR**
The parties intend that an independent contractor relationship will be created by this contract. The Contractor and/or employees or agents performing under this contract are not employees or agents of the County or the Department in any manner whatsoever, and will not be presented as nor claim to be officers or employees of the County, the Department or of the State of Washington by reason hereof, nor will the Contractor and/or employees or agents performing under this contract make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the County, the Department or of the State of Washington, including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

If the Contractor is an individual currently employed by a Washington State agency, the County shall obtain proper approval from the employing agency or institution. A statement of "no conflict of interest" shall be submitted to the County.

15. **NONASSIGNABILITY**
This contract, the work to be provided under this contract, and any claim arising thereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. **SUBCONTRACTING**
Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the County. Contractor shall use a competitive process in award of any contracts with subcontractors that are entered into after original contract award. All subcontracts entered into pursuant to this contract shall incorporate this contract in full by reference. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the County or the Department for any breach in the performance of the Contractor's duties. The County or the Department may request a copy of any and/or all subcontracts for work being completed under this contract.

17. **CONTRACT MODIFICATIONS**
The County and the Contractor may, from time to time, request changes to the contract or grant. Any such changes that are mutually agreed upon by the County and the Contractor shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties

hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

18. **SEVERABILITY**
In the event any term or condition of this contract, any provision of any document incorporated by reference, or application of this contract to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this contract which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

19. **ADVANCE PAYMENTS PROHIBITED**
The County shall make no payments in advance or in anticipation of goods or services to be provided under this contract. Contractor shall not invoice the County in advance of delivery of such goods or services.

20. **TAXES, FEES AND LICENSES**
Unless otherwise provided in this contract, the Contractor shall pay for and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Contractor or its staff required by statute or regulation that are necessary for contract performance.

21. **TRAVEL AND SUBSISTENCE REIMBURSEMENT**
Unless the contract specifically provides for different rates, any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Contractor may be required to provide to the County or the Department copies of receipts for any travel related expenses other than meals and mileage that are authorized under this contract.

22. **GOVERNING LAW AND VENUE**
This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this contract shall be the Superior Court of Snohomish County, Washington.

23. **LEGAL RELATIONS**
Each party to this contract shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

24. **WAIVER OF DEFAULT**
Waiver of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing signed by the County and attached to the original contract.

25. **DISPUTES**
The parties shall make every effort to resolve disputes arising out of or relating to this contract through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute.

Both parties agree that this disputes process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this section shall preclude the parties from mutually agreeing to a different dispute resolution method in lieu of the procedure outlined above.

26. **ATTORNEY'S FEES**

In the event of litigation or other action brought to enforce contract terms, or alternative dispute resolution process, each party agrees to bear its own attorney's fees and costs.

27. **LOSS OR REDUCTION OF FUNDING**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the County may reduce its scope of work and budget or unilaterally terminate all or part of the contract as a "Termination for Cause", without providing the Contractor an opportunity to cure. Alternatively, the parties may renegotiate the terms of this contract under "Contract Modifications" to comply with new funding limitations and conditions, although the County has no obligation to do so.

28. **TERMINATION OR SUSPENSION FOR CAUSE**

In the event the County, in its sole discretion, determines the Contractor has failed to fulfill in a timely and proper manner its obligations under this contract, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Contractor unable to perform any aspect of the contract, or has violated any of the covenants, agreements or stipulations of this contract, the County has the right to immediately suspend or terminate this contract in whole or in part.

The County may notify the Contractor in writing of the need to take corrective action and provide a period of time in which to cure. The County is not required to allow the Contractor an opportunity to cure if it is not feasible as determined solely within the County's discretion. Any time allowed for cure shall not diminish or eliminate the Contractor's liability for damages or otherwise affect any other remedies available to the County. If the County allows the Contractor an opportunity to cure, the County shall notify the Contractor in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the County, or if such corrective action is deemed by the County to be insufficient, the contract may be terminated in whole or in part.

The County reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Contractor, if allowed, or pending a decision by the County to terminate the contract in whole or in part.

In the event of termination, the Contractor shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Contractor: (1) was not in default or material breach, or (2) failure to perform was outside of the Contractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

29. **TERMINATION FOR CONVENIENCE**

Notwithstanding any other provisions of this contract, the Contractor may terminate this contract by providing written notice of such termination to the County's Key Personnel identified in the contract, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this contract, the County, in its sole discretion and in the best interests of the County, may terminate this contract in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing of the notice to the Contractor. Upon notice of termination for convenience, the County reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds. In the event of termination, the Contractor shall be liable for all damages as authorized by law. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

30. **TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the County terminates this contract, the Contractor shall follow any procedures specified in the termination notice. Upon termination of this contract and in addition to any other rights provided in this contract, the County may require the Contractor to deliver to the County any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

If the termination is for convenience, the County shall pay to the Contractor the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the County prior to the effective date of contract termination, and the amount agreed upon by the Contractor and the County for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the County, (iii) other work, services and/or equipment or supplies which are accepted by the County, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this contract. If the termination is for cause, the County shall determine the extent of the liability of the County. The County shall have no other obligation to the Contractor arising from the termination. The County may withhold from any amounts due the Contractor such sum as the County determines to be necessary to protect the County against potential loss or liability.

The rights and remedies of the County provided in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the County in writing, the Contractor shall:

a. Stop work under the contract on the date, and to the extent specified, in the notice;

b. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to this contract except as may be necessary for completion of such portion of the work under the contract as is not terminated;

c. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the County to the extent the County may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the County and deliver in the manner, at the times, and to the extent directed by the County any property which, if the contract had been completed, would have been required to be furnished to the County;

f. Complete performance of such part of the work as shall not have been terminated by the County in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the County may require, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the County has or may acquire an interest.

Statement of Work
FFY 2008 State Homeland Security Program

INTRODUCTION: The Washington State Military Department Emergency Management Division's (Department) Homeland Security Section is responsible for programs designed to prepare and improve the State's ability to prepare for, prevent, protect against, respond to and recover from terrorist attacks and other major disasters through the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA). The FFY08 State Homeland Security Program is providing funds to enhance the capability of state and local units of government to make measurable progress towards the achievement of the National Preparedness Guidelines by addressing the unique exercise, training, planning, organization, equipment, and administration needs of local emergency responders; to strengthen improvised explosive device (IED) attack deterrence, prevention, and protection capabilities; and to strengthen preparedness planning.

Washington State is subdivided into nine (9) Homeland Security Regions. Within each of the nine regions a Regional Homeland Security Coordinating Office (RHSCO) has been identified.

Snohomish County Department of Emergency Management is the Region 1 RHSCO. Snohomish County Region 1 consists of Snohomish County, Skagit County, Island County, Whatcom County and San Juan County, and the tribal governments located within the established region.

Island County - Emergency Management (herein known as the Contractor) agrees to the following.

GENERAL PROGRAM REQUIREMENTS:

1. Work closely with the established Regional Homeland Security Council to develop a strategy and subsequent budget for the use of these funds. The implementation of the projects or activities associated with these funds will be coordinated with the counties, cities, and the tribal governments located within the established region.
2. Activities under this contract must have a clear correlation to the goals, objectives, and priorities identified in the Washington State Strategic Plan and corresponding Investment Justifications submitted in the FFY08 grant application.
3. Plan and implement equipment purchases, exercises, training, planning and management & administration activities in accordance with the FFY08 Homeland Security Grant Program Guidance, which can be found at http://www.fema.gov/government/grant/hsgp/index.shtm, as well as all subsequent policy changes.
4. Ensure that all subcontractors and subgrantees are in compliance with the FFY08 Homeland Security Grant Program Guidance through monitoring of expenditures and periodic reviews of activities.
5. Provide the County any requested expenditure details to assist in the timely submission of the Region 1 Bi-Annual Strategy Implementation Report (BSIR), to the County via e-mail address: Bill.Ekse@co.snohomish.wa.us or Tammy.Jones@co.snohomish.wa.us
6. Submit a Bi-Annual Progress Report to the County via e-mail address: Bill.Ekse@co.snohomish.wa.us or Tammy.Jones@co.snohomish.wa.us as required in the contract Reporting.
7. Submit at a maximum monthly and a minimum quarterly, signed and approved, invoice vouchers with copies of supporting documents (vendor invoices, timesheets, cost reports) and a EMD Reimbursement Spreadsheet to the County for costs incurred.
8. If purchasing equipment, the Contractor must meet the following requirements:
   - Equipment must be in compliance with the FEMA Authorized Equipment List (AEL), as detailed at: http://www.rkb.us/.
   - Determine whether or not it is in the best interest of the Contractor to make purchases using its own procurement process or ask the Department to make purchases on its behalf.
   - Make a request to the County and the Department in writing that authorizes the Department to de-obligate funding from the County's contract and use the state's procurement process to purchase equipment on behalf of the Contractor. This will necessitate an amendment to the Contractor's contract by reducing the award amount sufficient for the Department to make the purchase(s). The Department will pay the vendor directly and all items will be drop shipped to a location designated by the Contractor.
   - Requests for reimbursement of equipment purchases will include a copy of the vendor's invoice and

packing slip or a statement **signed** and **dated** by the Contractor's authorized representative that states "all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements".

9. Exercises that are implemented with grant funds must meet the requirements of the FFY08 Homeland Security Grant Program Guidance, be threat and performance based, and should evaluate performance of critical prevention and response tasks required of the exercise scenario. Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted to the FEMA portal within 60 days of completion of the exercise. Reimbursements for exercise related expenditures can not be made until this requirement has been met.
10. The FFY08 SHGP grant stipulates the following caps, thresholds and limitations:
    - A minimum of 25% of the contract award must be spent on preparedness planning activities and/or strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities.
    - A minimum of 25% of the contract award must be spent on law enforcement terrorism prevention activities.
    - Costs which qualify for both the preparedness planning/IED minimum requirement and the Law Enforcement terrorism prevention activities minimum requirement may be counted against both requirements.
    - Limitations on personnel costs (salary cap) were established by DHS and incorporated into the County's FFY08 SHGP contract award.
    - Management and Administration expenditures are limited to 3% of the total contract award.

CONTRACTOR TASKS:

1. Manage and administer the FFY08 SHSP Grant Program activities in accordance with the 25% earmarking thresholds, salary cap and other limitations to successfully meet the requirements and intent of the FFY 08 SHSP grant.
2. Attend and participate in the Region 1 Council meetings.
3. Prepare Contractor invoice vouchers and submit them to the County in accordance with the General Program Requirements and Exhibit C.
4. The Contractor may not request reimbursement for personnel costs that exceed **$45,000** unless pre-approved by the County in writing.
5. Report accomplishments on project deliverables, which include documentation of expenditures that meet the grants earmarking thresholds. Additional project deliverables may include but are not limited to:
    a. NIMS/NRP compliance and implementation;
    b. Regional Coordination preparedness, prevention, response and recovery plans and annex updates;
    c. Incident Management Teams plans and procedures, participants, trainings, exercises and interlocal agreements completed;
    d. Interoperability Communications equipment purchased, installed, trainings conducted and exercises completed;
    e. Outreach provided and number of contacts reached;
    f. Trainings completed and number of participants trained;
    g. Exercises completed and number of participants;
    h. Equipment purchased.
6. If necessary, hire a Subcontractor to assist in accomplishing the contract tasks.

THE COUNTY AGREES TO:

1. Assist the Contractor in the Management and Administration of the FFY08 SHSP Grant Program activities in accordance with the 25% earmarking thresholds, salary cap and other limitations to successfully meet the requirements and intent of the FFY 08 SHSP grant.
2. Provide technical assistance, expertise, and coordination with the Department and DHS where necessary.
3. Prepare Regional invoice vouchers (State invoice form A-19) and submit them to the Department and reimburse the Contractor no later than 15 days from the County's receipt of reimbursement from the Department.

Island County - DEM
BUDGET SHEET
FFY 2008 State Homeland Security Program

PLANNING			
	Salaries & Benefits	$	45,000
	Consultants/Sub-Contracting	$	45,450 EM PLANNING
	Goods & Services		
	Travel & Per Diem	$	-
	Pass Thru		
	Total Planning	$	90,450
TRAINING			
	Salaries & Benefits	$	-
	Overtime		
	Consultants/Sub-Contracting	$	-
	Goods & Services	$	999
	Travel & Per Diem	$	-
	Pass Thru		
	Total Training	$	999
EXERCISE	Salaries & Benefits	$	-
	Overtime	$	5,000
	Consultants/Sub-Contracting	$	-
	Goods & Services	$	-
	Travel & Per Diem	$	-
	Pass Thru		
	Total Exercise	$	5,000.00
MANAGEMENT & ADMINISTRATION			
	Salaries & Benefits	$	-
	Consultants/Sub-Contracting	$	-
	Goods & Services	$	-
	Travel & Per Diem	$	-
	Pass Thru	$	-
	Total M&A	$	-
EQUIPMENT		$	85,350 — 45,450 LE =
	Total Equipment	$	85,350
	Total Budget	$	181,799

OH PASS THROUGH ALL EQUIP.

1. Expenditures may only occur within the categories and sub-categories listed above. However, cumulative changes of up to 10% of the total contract award can be made without prior approval from the County (unless otherwise restricted). Changes that exceed 10% will require the Contractor submit a budget change request to the County for approval.
2. Salaries & Benefits are restricted, and will be limited to meet the Region 1 approved personnel cap.
3. Federal grant program requirements affirm that federal funds will be used to supplement existing funds, and will not **replace (supplant)** funds that have been appropriated for the same purpose.
4. Management and Administration (M&A) expenditures are restriced. M&A reimbursement must be approved by the County in writing.

Exhibit D

Island County -DEM
BI-ANNUAL PROGRESS REPORT
FFY 2008 State Homeland Security Program

Please complete this form for each proposed project. Regional contracts will be developed using the information supplied in this form. Requests for reimbursement under the subsequent contract(s) must be tied to a project linked directly to the contract. After the project is funded under a contract, use this completed form to submit Bi-Annual Progress Reports. Using the "rolling report format" following this first form page, detail challenges, successes and status of each project, adding to the project history every six months through completion.

- Regional Leads must submit Project Report Forms for projects for each of the counties within their Region.

Jurisdiction: Island County - DEM			
Contact Name:	**Phone:**	**Email:**	
Funding Source (check all that apply):	☐ CCP ☒ MMRS ☐ SHSP ☐ UASI		
Project Title:			
National Target Capability:			
WA State/UASI Strategic Goal:			
FY08 Investment Justification Title			
This Project meets the following Overarching HSGP FFY08 Priorities:	**IED $ __**	**Preparedness Planning $ __**	**Law Enforcement $ __**
Overall Project Budget:	**$ __**		
Budget Categories:	Planning $ __	Organization* $ __	M&A $ __
	Equipment $ __	Exercise $ __	Training $ __
Project Description:			
Project Impact Statement:			
Project Time Frame (phased, contingent, ongoing, one year, two year, or three years):			
Project Subgrantees & Funding Amounts:			

Bi-annual Progress Report – Page 2
Project Report Form - Rolling Progress

Please address the following items in the designated reporting period box below (as applicable)

- Explain significant successes or challenges to date;
- Explain significant challenges that can be foreseen for the future;
- Explain issues expected to prevent completion of projects by the contract end date;
- Explain deviations from established project plan milestones & funding sources and their impacts.

Project Reporting Period 1 **July 2008 – December 2009** **Progress to Date:** **Due 1/15/2009**	
Actual Funds Expended:	
Project Reporting Period 2 **January 2009 – June 2009** **Progress to Date** **Due 7/15/2009**	
Actual Funds Expended:	
Project Reporting Period 3 **July 2009 – December 2010** **Progress to Date** **Due 1/15/2010**	
Actual Funds Expended:	
Project Reporting Period 4 - Closeout **January 2010 – April 2010** **Progress to Date** **Due 5/30/2010**	
Actual Funds Expended:	

Snohomish County
AMENDMENT

1. Contractor Name and Address:	2. CONTRACT NUMBER:	3. AMENDMENT NUMBER:
Island County **Department of Emergency Management** **P.O. Box 5000** **Coupeville, WA 98239**	**E09-181**	**A**

4. Contractor's Contact Person, phone number:	5. Region 1 STAFF CONTACT, NAME/TELEPHONE:
Dave Hollett, (360) 679-7370	**Tammy Jones, Region 1 Coordinator 425-388-5072**

6. TIN or SSN:	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #	8. FUNDING SOURCE NAME/AGREEMENT #:
91-6001321	**97.067**	**2008 GE T8-0038**

9. FUNDING AUTHORITY:
Department of Homeland Security (DHS), -Office of Grants & Training (OGT); **Washington State Military Department–Emergency Management Division** (EMD), and **Snohomish County - Department of Emergency Management** (County).

10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER:
The U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) is providing funds to enhance the capability of state and local units of government to prevent, deter, respond to, and recover from catastrophic and/or terrorist events through the FFY 08 Homeland Security Grant - State Homeland Security Program (SHSP). The funding is being provided to address the unique exercise, training, planning, equipment, organization, and management and administration needs of emergency responders.

Snohomish County as the Region 1 lead contractor requested and received an extension to allow more time to meet the SHSP FFY 08 grant contract deliverables within Region 1 and to match the end date of other Regional Lead agencies statewide.

Amendment A extends the performance period for SHSP FFY 08 grant funding to Island County.

The overall SHSP FFY 08 award to Island County remains unchanged at $181,799.

11. AMENDMENT TERMS AND CONDITIONS:

1. **Change** the contract expiration date from April 30, 2010 **to** **October 31, 2010.**
2. The contract amount of $181,799 remains unchanged.

No other changes are required. All other terms and conditions of the original contract and any previous amendments thereto remain in full force and effect.

Snohomish County and Contractor acknowledge and accept the terms of this contract amendment and attachments hereto and have executed this amendment as of the date and year written below. The rights and obligations of both parties to this contract are governed by this Contract Amendment Face Sheet and other documents incorporated herein by reference or attached and identified in the original contract document. A copy of this contract amendment shall be attached to and incorporated into the original agreement between the Department and the Contractor. Any reference in such contract to the "contract" shall mean "contract as amended."

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year last written below:

FOR SNOHOMISH COUNTY:

MARK SOINE
Deputy Executive

Signature 10/5/09 Date
Aaron Reardon, Snohomish County Executive

9/24/09
Signature Date
John Pennington, Director DEM

CONTRACT FORM ONLY
Reviewed and Approved: 8/3/09
Gordon W. Sivley
Deputy Prosecuting Attorney

FOR THE CONTRACTOR:

John Dean 09-14-09
Signature Date
John Dean, Chairman

Signature Date
Angie Homola, Commissioner

Signature Date
Helen Price Johnson, Commissioner
Board of Island County Commissioners

EPLS

Excluded Parties List System

Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Snohomish County Department of Emergency Management

As of 07-Aug-2009 1:24 PM EDT

Save to MyEPLS

Your search returned no results.

It is further recommended that you perform a **Partial Name** search on any word of the name to further confirm the eligibility status of the party. An additional **Partial Name** search might be necessary because an **Exact Name** match will not be found if the spelling or format of the name you are searching for is different than the name of the exclusion in EPLS.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates

Contact Information

- > Email: support@epls.gov
  eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
  1-866-472-3757

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. 12
Date: August 4, 2010
Subject: Pioneer Way Right-of-Way Acquisition – Additional Legal Fees

FROM: Margery Hite, City Attorney

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

The purpose of this agenda bill is to seek authorization to increase the allowable legal fees for acquisition of the undedicated right-of-way for the Pioneer Way Improvement Project. The law firm of Langabeer & Tull, P.S. has been actively working on the quiet title action for the sidewalk areas in the Pioneer Way right of way but has had to expend additional hours due to the number of parties with an interest in the undedicated areas. These include banks, heirs of earlier property owners, and other lien-holders. A Professional Services Agreement Amendment is submitted for Council approval for additional legal fees.

AUTHORITY

The City Council has the authority to exercise its municipal powers in regard to the acquisition, sale, ownership, improvement, maintenance, protection, restoration, regulation, use, leasing, disposition, vacation, abandonment or beautification of public ways. RCW 35A.11.020.
As part of the Pioneer Way Improvement Project, attorney services are required to pursue the quiet title action for undedicated right-of-way on portions of the sidewalks along Pioneer Way. Under City code, the city attorney may appoint other counsel when the city attorney is unable to represent the City. OHMC 2.06.010. In this case, it is the immediate need for a dedication of a significant number of hours of legal services that makes the city attorney unable to represent the City on this matter.

SUMMARY STATEMENT

On May 4, 2010, the City Council approved a contract with Langabeer and Tull, P.S., a law firm, to pursue a quiet title action to the public right-of-way on the undedicated portions of the sidewalks along SE Pioneer Way. As part of its strategy, the City has offered property owners $1,290 to execute easements over the undedicated portions of the sidewalks. Thirty-one different parcels were involved in this action. To clear title to all of them, it was necessary to contact all those with a real or potential interest in the real property. In addition to contacting the current

owners of property abutting the right-of-way, this meant contact with banks, lien-holders and heirs of prior property owners. Some of these parties were difficult to locate; some were out of state. Subordination agreements were obtained from the banks and other lien-holders. Default judgments were sought when parties failed to timely answer in court. As a result, only two parties remain in the action; all others have been dismissed because they entered agreed easements or subordination agreements, or were subject to default.[1]

The summary judgment motion has been filed and is scheduled to be heard in late August. Depending upon the response of the remaining parties, legal counsel expects that the legal fees from May through the summary judgment motion will not exceed $75,000. While this means that staff requests an amendment to authorize $75,000 under the current contract, the total fees include the prior contract of $30,000 and so come to $105,000. To account for unforeseen legal contingencies, supplemental authority for the Mayor to authorize up to $10,000 is also requested. In order to obtain authority to expend these supplemental fees, the law firm would have to make a specific request for authorization to the Mayor but it would not require further council action. In all, this would authorize a maximum of $115,000 in legal fees to quiet title to the public right-of-way on the sidewalks on S.E. Pioneer Way. The council is advised that only that amount necessary to complete the litigation will actually be expended.[2]

It should be noted that the additional fees incurred beyond the original estimate have been necessary to locate and come to an agreement with the many parties with a potential interest in the right-of-way.[3] These costs were necessary even though the majority of the parties were willing to provide easements and/or subordination agreements; and not a result of opposition by the only two remaining parties who actually oppose the City's quiet title action. Once they could be located and provided explanation, the majority of property holders were willing to acknowledge the public's easement.

STANDING COMMITTEE REPORT

This item was taken to the Finance Standing Committee on July 21, 2010.

RECOMMENDED ACTION

1) A motion authorizing the Mayor to sign the attached Amendment to Professional Services Agreement with Langabeer & Tull, P.S.

2) A motion authorizing a $10,000 contingency fund for unforeseen additional legal fees and costs which may be expended if approved in writing by the Mayor.

---

[1] Default motions were brought to prompt timely responses to the quiet title action but a default judgment was not necessary in most of those.

[2] This compensation method is similar to architect and engineering services which are billed at time plus materials.

[3] In addition to the hours necessary to contact all parties in interest, approximately $4400 in legal fees were expended to correct legal documents based on an inaccurate surveyors' description.

ATTACHMENTS

Amendment to Professional Services Agreement.

Summary of Fees and Charges Memorandum dated July 8, 2010 from Richard Langabeer to Eric Johnston.

MAYOR'S COMMENTS

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

The parties to the Professional Services Agreement between the CITY OF OAK HARBOR, a Washington municipal corporation (the "CITY" hereafter) and LANGABEER & TULL, P.S., attorneys at law (the "SERVICE PROVIDER" hereafter) dated May 4, 2010 (the "Agreement" hereafter) hereby amend the Agreement as follows:

Paragraph 3.5 is amended to read:

Compensation and litigation expense reimbursement under this Agreement shall not exceed Seventy-Five Thousand Dollars ($75,000.00) without prior written approval of the City Council.

All other terms and conditions of the Agreement dated May 4, 2010 shall remain in full force and effect.

DATED this _____ day of August, 2010.

CITY:

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

SERVICE PROVIDER:

Richard J. Langabeer
Langabeer & Tull, P.S.
P O Box 1678
Bellingham, WA 98227-1678

APPROVED BY THE CITY COUNCIL:

_____
Jim Slowik, Mayor

_____
Richard J. Langabeer, Attorney
WSBA #3171

ATTEST:

_____
Connie Wheeler, City Clerk

Approved as to form:

_____
Margery Hite, City Attorney
WSBA # 8450

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LANGABEER & TULL, P.S.

Attorneys at Law

Richard J. Langabeer
Robert M. Tull
Dannon C. Traxler
Christina A Farnham

MEMORANDUM

TO: Eric Johnston
City of Oak Harbor
Via email

FROM: RICHARD J.LANGABEER

DATE: 7/8/10

CITY OF OAK HARBOR AND RICHARD J. LANGABEER, LANGABEER & TULL, P.S., SUMMARY OF FEES AND CHARGES THROUGH JUNE 17, 2010, PER MAY 4, 2010 PROFESSIONAL SERVICES AGREEMENT

Total Fees and Costs payable to Langabeer & Tull per attached invoices: $26,128.41

Total Fees and Costs include:

1. Langabeer & Tull, P.S., Invoice No. 3006270

Fees	$18,539.98
Costs advanced	851.75
Total	$19,391.73

2. Mark Lee, Invoice No. 12076

Fees	$ 5,694.00
Costs advanced	463.50
	579.18
	$ 6,736.68

Total Fees and costs payable to Langabeer & Tull, P.S.: $26,128.41

7/8/2010

SE Pioneer way Improvements
BARS 104.10.595.030.6310
ENG-08-07

709 Dupont Street, P.O. Box 1678, Bellingham, WA 98227-1678 • Phone: (360) 671-6460 • Fax: (360) 647-7874

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BALANCE DUE UPON RECEIPT
Interest at the rate of one percent per month (12% per annum) will be added to the unpaid balance on accounts thirty days past due.

LANGABEER & TULL, P.S.

Richard J. Langabeer
Attorney at Law

CITY OF OAK HARBOR
ATTN: ERIC JOHNSTON
865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277

June 28, 2010

In Reference To: **SE PIONEER WAY IMPROVEMENT PROJECT**
Account Number: **COOH** Invoice No. 3006270

This statement contains charges through **June 17, 2010**

Statement for Professional Services

			Rate		Amount
5/17/2010	1RJL	(Lot 39) 2 attempted phone calls to Janis Smith , daughter of Bessie Maylor - left messages (No charge)	$185.00/hr	0.25	NO CHARGE
	1RJL	Phone conference with Janis Smith, explain easement, secure names and addresses for children, discuss signing easement in lieu of quiet title action - review easement - phone conference with brother, Elliott Maylor	$185.00/hr	2.25	$416.25
	CAF	Meeting with RJL and Mark Lee re litigation strategy	$185.00/hr	2.00	$370.00
5/18/2010	1RJL	Phone conference with Janis Smith, daughter of Bessie Maylor, phone conference with Paul Schmidt re forwarding easements to Janis Smith and Elliott Maylor, phone call to Elliott Maylor re Bessie Maylor's will and generation skipping provisions, prepare revised easement and letter, original and copies to five Maylor family members with instructions	$185.00/hr	3.00	$555.00
5/19/2010	1RJL	Continue search for Raymond Maylor's heirs with an affidavit for publication	$185.00/hr	2.25	$416.25

709 Dupont Street, P.O. Box 1678, Bellingham, WA 98227-1678 * Phone: (360) 671-6460 * Fax: (360) 647-7874

CITY OF OAK HARBOR
COOH

June 28, 2010
Invoice No. 3006270

			Rate		Amount
5/19/2010	CAF	Phone call from Steve Sakauye re notarial acknowledgment; case conference re affidavits for publication; calls from Mark Lee re same	$185.00/hr	0.70	$129.50
5/20/2010	1RJL	Work on heirs of Raymond Maylor - contact SSP regarding Marjorie Bleifuss, Vicki L. Bleifuss; search and review online SS records and attempted contact of recovered names; work on motions and affidavits; emails and phone conference with Barry Tesh - Land Title re deed history Lots 39 and 38	$185.00/hr	3.00	$555.00
5/21/2010	1RJL	Work on Complaint; prepare exhibits - legal descriptions and maps for each property; continue work on Raymond Maylor's heir and devisees - contact Wallace Skidmore, Seattle attorney, search court records, contact heirs of George Bleifuss and Marjorie Bleifuss in Oregon and Gold Bar, Washington.	$185.00/hr	4.25	$786.25
	CAF	E-mails with Paul Schmidt re Properties 39 and 55; telephone conference re status of voluntary easements with M. Hite, P. Schmidt, Jim Slowik.	$185.00/hr	0.50	$92.50
5/24/2010	1RJL	Lot 38 heirs of Raymond Maylor - phone conference with Edward L. Bleifuss who is a direct descendant of Raymond Maylor - review project, quiet title and voluntary agreement and review family history with Edward; Edward lives in West Linn, OR, Edward agrees to sigh Quit Claim Deed	$185.00/hr	1.25	$231.25
	1RJL	Lot 39: Phone conference with Elliott Maylor requesting Quit Claim Deeds rather than easement - prepare Quit Claim Deeds and letter to family - forward electronically deed history - letter re signing	$185.00/hr	1.25	$231.25
	1RJL	Work on Complaint - review and revise	$185.00/hr	1.00	$185.00
	CAF	Work on litigation preparation and easements related to SE Pioneer Way Project.	$185.00/hr	9.30	$1,720.50

CITY OF OAK HARBOR
COOH

June 28, 2010
Invoice No. 3006270

			Rate		Amount
5/25/2010	1RJL	Work on Complaint - review complaint as to parties and final legal descriptions; review Lis Pendens; phone call to John Fisken (process server); finalize documents and letter to Edward Bleifuss	$185.00/hr	2.25	$416.25
	1RJL	Review service of process and parties to serve - phone call to Molly McPherson re Lot 30	$185.00/hr	0.50	$92.50
	1RJL	Phone conference with Edward Bleifuss regarding wife's signature - determination of separate property; finalize Quit Claim Deeds, letter, authorization and other documents to Edward Bleifuss	$185.00/hr	1.25	$231.25
	CAF	Work on and finalize Lis Pendens, Summons and Complaint for lawsuit #1; meet with P. Schmidt re verification; prepare written instructions for and meet with Process Server and give instructions. No charge for travel.	$185.00/hr	5.00	$925.00
5/26/2010	1RJL	Work on second lawsuit; coordinate service of process, phone call to Paul; review lawsuits upon discovery of legal description mistake by surveyor	$185.00/hr	3.00	$555.00
	CAF	Phone calls with M. Lee, Doug Slager, Russ Pabarcus, process server, M. Lee and case conference re: correcting legals	$185.00/hr	4.00	$740.00
5/27/2010	CAF	Phone calls with M. Hite and Mayor, Karen Crouch, Mark Lee; draft letter to owners and email same to M. Hite - all regarding incorrect legal descriptions of easements; prepare Lis Pendens Cancellation	$185.00/hr	3.00	$555.00
5/28/2010	1RJL	Phone conference with Margery Hite; phone call to Elliott Maylor; arrange filing of Lis Pendens and Tuesday's filing of Amended Complaint (No charge)	$185.00/hr	1.00	NO CHARGE

CITY OF OAK HARBOR
COOH

June 28, 2010
Invoice No. 3006270

		Rate		Amount
5/28/2010 CAF	Phone calls with M. Hite; work on 2nd Complaint to Quiet Title; calls and e-mails to M. Lee re same. e-mails with Karen Crouch to arrange signatures on Complaint. Case conference re timing, filing and service	$185.00/hr	3.00	$555.00
SD	Travel to Burlington to deliver documents for service to JD Services (No charge)	$80.00/hr	2.25	NO CHARGE
5/29/2010 CAF	Work on First Amended Complaint and 2nd Complaint; preparation for filing	$185.00/hr	2.50	$462.50
6/1/2010 CAF	Work on Exhibits for both complaints, prepare instructions to process server; calls and e-mails to Karen Crouch and server re filing and service.	$185.00/hr	4.00	$740.00
SD	Travel to Oak Harbor to deliver documents to City (No charge)	$80.00/hr	3.50	NO CHARGE
6/2/2010 CAF	E-mail to Mayor, City Administrator, Paul Schmidt re witnesses for Summary Judgment motion; review letter from Fakkema-Kingma re mistakes in legal descriptions; call with Molly McPherson re Prop 30 (J. Torres); calls with process server re service; call with M. Lee re litigation	$185.00/hr	2.25	$416.25
6/3/2010 1RJL	Work on Lot 39, put together corrected Quilt Claim Deeds, proceed with dismissal as to heirs of Bessie Maylor and letter to Janis Smith, Elliott Maylor, and his children re corrected deed	$185.00/hr	1.25	$231.25
CAF	Phone conference with Joan McPherson (Prop 30 issues); case conference re service, litigation preparation; instruct staff.	$185.00/hr	3.25	$601.25
6/4/2010 1RJL	Preparation Subordination Agreement re Jesse Torres and Chris Torres - finalize attorney letters	$185.00/hr	1.00	$185.00

CITY OF OAK HARBOR
COOH

June 28, 2010
Invoice No. 3006270

			Rate		Amount
6/4/2010	CAF	E-mails and calls with M. Hite, P. Schmidt; prepare two dismissals, 3 letters to Property Owners; coordinate and direct staff re sending corrected Attachment 1 to property owners, service of process, subordination agreements	$185.00/hr	7.00	$1,295.00
6/7/2010	1RJL	Phone conference with Mark Lee, update parties' service, work on serving Jesse Torres	$185.00/hr	0.50	$92.50
6/9/2010	1RJL	Work on service of process issue on Jesse Torres - phone call to process server; work on locating Christopher Torres and finding phone number; work on locating Reynalda Torres; phone call to attorneys; phone call to Elliott Maylor re legal description question and discuss providing a Declaration for Summary Judgment purposes	$185.00/hr	1.75	$323.75
	CAF	Case Conference re status of service; conference call with M. Lee office re same; letter to Maylors with corrected legal description; call to McPherson law office; search for party defendant addresses and locations;	$185.00/hr	3.90	$721.50
6/10/2010	1RJL	2 Phone conferences with Elliott Maylor re change of legal description and change of Quit Claim Deed and include sidewalk along easterly side of 39 - phone call to Bill Hawkins re subordination and Jesse Torres, Christopher Torres, Reynalda Torres (No charge)	$185.00/hr	1.25	NO CHARGE
	CAF	Phone call to Bill Hawkins re Subordination Agreement and whereabouts of Reynalda Torres - all re Prop. 30; update service list; instruct staff re service in New Mexico, case conference re Prop 30 serves and subordination agreements	$185.00/hr	1.40	$259.00
6/11/2010	CAF	Phone calls to Chris Torres, Eric Johnston; email to Bill Hawkins with subordination enclosed: revise dismissals; calls with JD Services re Gavin and R. Torres; e-mail to same; call with process server in Arizona	$185.00/hr	3.25	$601.25

CITY OF OAK HARBOR
COOH

June 28, 2010
Invoice No. 3006270

			Rate		Amount
6/11/2010	1RJL	Phone conference with Chris Torres and Shelly Torres; phone conference with Eric Johnston; phone conference with process server (No charge)	$185.00/hr	1.00	NO CHARGE
6/14/2010	1RJL	Phone conference with attorney, Carolyn Cliff, representing Old Town Mall; email complaint, discuss questions re sidewalk area and issues of Jensen maintenance, discuss Old Town Mall concern re settlement	$185.00/hr	0.75	$138.75
	CAF	Phone calls and e-mails with Mark Lee, J. Fisken and Arizona process server re service on Gavin (6&7) and order to publish; work on service to R. Torres, call to SSP, J. Fisken; call to Cho (6&7) and letter to Cho with easement enclosed; call with Paul Schmidt re Cho; Revise Hawkins subrogation agreement; cover letter to clerk of the court, phone call with Helen Chattam-Weeks; left message for Myrtle Whitehead re history of sidewalks	$185.00/hr	4.60	$851.00
6/15/2010	1RJL	Phone conference with Shelly Torres re subordination agreement; phone conference with Molly McPherson re service on Reynalda Torres; phone conference with process server	$185.00/hr	0.62	$113.98
	CAF	Begin Affidavit in support of ex parte motion to publish; conform documents for motion; call with M. Lee re service; call to Myrtle Whitehead re sidewalks from 1940s to 1985. e-mails with SSP and J. Fisken re location of and service on R. Torres; call with Shelly and Christopher Torres re subordination	$185.00/hr	2.00	$370.00
6/16/2010	1RJL	Phone conference with Eric Johnston re Old Town Mall; phone conference with Molly McPherson	$185.00/hr	1.00	$185.00
	CAF	Phone calls with M. Lee, re order to publish for Gavin and with John Fisken re Reynalda Torres; prepare Subordination Agreement for Chris and Shelly Torres, and call to same; call from Arizona Process Server re Gavin; prepare new	$185.00/hr	3.00	$555.00

CITY OF OAK HARBOR
COOH

June 28, 2010
Invoice No. 3006270

			Rate		Amount
		easements for Oak Harbor Properties, Inc.; case conference re status of litigation			
6/17/2010	1RJL	Phone conference with Eric Johnston; phone conference with Kevin Conner, attorney for Reynalda Torres and Elizabeth Young; phone conference with Molly McPherson	$185.00/hr	1.25	$231.25
	CAF	E-mails with SSP and J. Fisken re R. Torres location and service; call to M. McPherson re Torres; call to K. Conner (R. Torres PI attorney); letter to Oak Harbor Properties with easement enclosed; e-mail to C. Cliff re OTM and Jensen Properties.	$185.00/hr	2.20	$407.00
Total Fee Charges:				109.47	$18,539.98
	5/17/2010	Costs advanced (RJL) to Vital Statistics - copy of Death Certificates (V02-0058914-1, V02-0058914-2)			75.00
	5/24/2010	Costs advanced (RJL) to Island County Clerk			4.75
	5/28/2010	Costs advanced (RJL) to Island County Auditor re Cancellation of Lis Pendens			75.00
		Mileage charge (SRD) for travel to Burlington (50 mi)			25.00
	6/1/2010	Mileage charge (SRD) for travel to Oak Harbor (110 mi)			55.00
		Cost invoiced to (RJL) from JD Services (#10048)			577.00
	6/10/2010	Costs advanced (RJL) to Lopez Dietzel & Perkins, PC re service on C. Saxman, registered Agent for Oak Harbor Properties, Inc. in New Mexico #840			40.00
Total Costs:					$851.75
6/17/2010		Payment - thank you. Check No. 141900			($10,559.00)

CITY OF OAK HARBOR
COOH

June 28, 2010
Invoice No. 3006270

	Amount
Total payments and adjustments	($10,559.00)
Previous balance	$10,559.00
109.47	
Total New Charges:	**$19,391.73**
Payments applied to balance due:	($10,559.00)
TOTAL AMOUNT DUE:	**$19,391.73**

Previous Trust Balance	$0.00
Current Trust Balance	$0.00

CITY OF OAK HARBOR
COOH

June 28, 2010
Invoice No. 3006270

Timekeeper Summary

Name		Rate	Amount
Richard J. Langabeer	33.37	185.00	$6,172.73
Chris Farnham	66.85	185.00	$12,367.25

E35

INVOICE

#10048
1 June 2010

JD Services
Serving all of Whidbey Island

John Fisken
2175 Heritage Way
Oak Harbor, WA 98277
Phone: 360-279-1949
jdlss@comcast.net

To: Langabeer & Tull
P.O. Box 1678
Bellingham, WA 98227

Date	Description	Job #	Amount
26-May	10-2-00431-3 - Filing @ Superior Court		$30.00
26-May	10-2-00431-3 - Certified copy fee		$17.00
26-May	10-2-00431-3 - Lis Pendens recording		$30.00
26-May	10-2-00431-3 - Old Town Mall/Frank Scelzi service	3533	$30.00
26-May	10-2-00431-3 - Hardin service	3534	$30.00
26-May	10-2-00431-3 - Hardin family trust service	3435	$30.00
28-May	10-2-00431-3 - Lis Pendens cancellation filing + courier to Burlington 2.75 hrs, 90.2 miles		$75.00
2-Jun	10-2-00449-6 - Filing @ Superior Court		$30.00
2-Jun	10-2-00449-6 - Certified copy fee		$15.00
2-Jun	10-2-00449-6 - Old Town Mall/Frank Scelzi service (amended complaint)	3567	$30.00
2-Jun	10-2-00431-3 - Jensen Commercial Properties/Kristi Jensen service	3536	$30.00
2-Jun	10-2-00431-3 - Hardin family trust service (amdended complaint)	3568	$30.00
2-Jun	10-2-00431-3 - Hardin service (amended complaint)	3569	$30.00
2-Jun	10-2-00449-6 - Reedy service	3570	$30.00
2-Jun	10-2-00431-3 - Gavin non-service (bad address)	3532	$30.00
9-Jun	10-2-00431-3 - Oak Harbor Properties/Chris Saxman non-service	3587	$30.00
14-Jun	10-2-00449-6 - Torres, Reynalda courthouse research - 2.3 hrs, 27.9 miles		$50.00
16-Jun	10-2-00449-6 - Torres, Renalda service attempt		$30.00
Notes		Total	$577.00

Brownlie Evans Wolf & Lee, LLP
230 E. Champion Street
Bellingham, WA 98225

City of Oak Harbor
Langabeer & Tull, P.S.
P.O. Box 1678
Bellingham, WA
98227-1678

June 17, 2010

File #: 1323-001
Inv #: 12076

Attention: Dick Langabeer

RE: Prescriptive Easement

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
May-18-10	Prepare 1st Complaint to Quiet Title for Defendants in State of Washington.	3.50	647.50	MJL
May-19-10	Prepare 2d Complaint for Defendants who will require 60 day appearance.	2.20	407.00	MJL
May-20-10	P/c with RJL re heirs of Malroy. Revise 1st Complaint against in state Defendants.	1.10	203.50	MJL
May-21-10	Revise 2d Complaint against out of State Defendants.	0.80	148.00	MJL
May-24-10	P/c with Dick re substance of both complaints. Revise and finalize both complaints.	3.50	647.50	MJL
May-25-10	Review, revise and finalize 2d Complaint to quiet title. P/c with with Chris and RJL re final changes.	2.40	444.00	MJL
May-26-10	Revise both complaints to remove parties that have settled.	1.20	222.00	MJL
	P/C with ABC Legal for information on serving the Chos in Seattle; scan pleadings and e-mail to ABC with instructions for service	0.30	25.50	SMC
May-27-10	P/c with RJL and continue revising both complaints.	0.40	74.00	MJL

May-28-10	P/c with Chris re final terms of both complaints.	0.40	74.00	MJL
Jun-02-10	P/c with Chris re status of filings and proper means to obtain release of securing parties. Review service list. Research how to serve prisoner.	0.60	111.00	MJL
Jun-03-10	Review persons to be served with complaint.	0.60	111.00	MJL
Jun-04-10	Review and research service issues. P/c with Chris and RJL re service issues.	1.10	203.50	MJL
	P/C to ABC Legal Services for cost to serve Chos in Seattle; complete process service form for ABC to serve Chos; letter to ABC with instructions for serving Chos; copy and organize complaint No. 1 for all defendants to be served; send package to ABC; complete process service forms for SSP Legal Support Services to serve Whidbey Island Bank, Peoples Bank, and the Sritongs; p/c to SSP to arrange for pickup of documents	1.80	153.00	SMC
Jun-07-10	Review status of service.	0.20	37.00	MJL
	Search for process server in Peoria, AZ to serve first complaint on Lee and Margy Gavin; p/c with Albert at A S K Process for cost to serve, etc.; letter to process server with instructions for serving Gavins; prepare Fedex package to process server; search for process server in Baltimore, MD to serve American Casualty & Surety Co.; p/c to George at Absolute Process re cost to serve and address information; prepare letter to George with service instructions and package for Fedex; copy and organize Complaint No. 2 for American Casualty, Jesse Torres, and Marlen and Darlene Rieker; letter to Legal Courier Service with instructions for serving Riekers; prepare Fedex package; drop packages at Fedex box	1.60	136.00	SMC
Jun-09-10	Review service issues. P/c with RJL and Chris re timing. Review rules re trial setting.	0.50	92.50	MJL
	P/C with process server in AZ re problems serving the Gavins; p/c with Chris re update on	3.00	255.00	SMC

		service of defendants; p/cs with Richard re questions for process server to ask Jesse Torres and whereabouts of Renalda Torres; p/cs with Robin at 4th Corner re service on Jesse Torres; complete process service form for 4th Corner to serve Jesse; prepare list of process servers used for service for Mark; search for process servers in Walla Walla and vicinity to serve Banner Bank; p/c to Pronto Process re cost and address info; search for process server in Lake Elisnore to serve Chris and Shelly Torres; p/c with Riverside County Process Service for cost and address info.; copy and organize papers for service on Banner Bank and Torres; letter to Riverside County Process Service with instructions for serving Torres; letter to Pronto Process Service with instructions for serving Banner Bank; prepare Fedex packages to servers; to Fedex drop box; deliver papers to 4th Corner for service on Jesse Torres; search for process server in New Mexico to serve Christopher Saxman; p/c to server re cost to serve, etc.			
	Jun-10-10	P/c with process server re continuing efforts to serve defendants in Arizona. Review status of service.	0.40	74.00	MJL
	Jun-14-10	P/c with Chris re status of service. P/c with process server in Arizona re service on Gavin. Prepare e-mail to process server in Arizona re additional language in declaration. Review returns of service on various parties. Prepare e-mail re service on various parties. Research service by publication. Prepare motion and memo to serve Gavin by publication.	2.30	425.50	MJL
	Jun-15-10	Prepare, revise and finalize memo, order and summons to serve Gavin by publication.	2.00	370.00	MJL
	Jun-16-10	Prepare, revise and finalize motion, memo and order for judgment of default. Review notice from process server in Maryland re attempts to server Colonial. P/c with Chris re service issues and parameters of her declaration for default. P/c with Richard re remaining claimants and need to file summary judgment.	3.80	703.00	MJL
	Jun-17-10	P/c with RJL re filing summary judgment. P/c	0.70	129.50	MJL

	with process server in Maryland re service on Colnial Americian.		
	Totals	34.40	$5,694.00

DISBURSEMENTS

Jun-04-10	Service on James and Dana Cho	220.00
Jun-07-10	Process service of Complaint No. 2 on American Casualty & Surety Co.	55.00
	Service of Complaint No. 2 on Marlen and Darlene Rieker	40.00
Jun-09-10	Service of process on Christopher and Shelly Torres	90.00
	Service of Process on Banner Bank	58.50
	Totals	$463.50

Total Fees & Disbursements	
Previous Balance	1,794.50
Previous Payments	1,794.50
Balance Now Due	**$6,157.50**

Make check payable to BROWNLIE EVANS WOLF & LEE, LLP. Any balance not paid within 30 days will incur a finance charge of 1% per month.

TAX ID Number 04-3757773

Brownlie Evans Wolf & Lee, LLP
230 E. Champion Street
Bellingham, WA 98225

City of Oak Harbor
Langabeer & Tull, P.S.
P.O. Box 1678
Bellingham, WA
98227-1678

June 28, 2010

File #: 1323-001
Inv #: 12268

Attention: Dick Langabeer

RE: Prescriptive Easement

DISBURSEMENTS

Jun-11-10	Federal Express fees	22.99
	Federal Express fees	52.25
	Federal Express fees	59.35
Jun-25-10	Inv. Nos. 3120, 3121, 3122 - Service on Sritongs, Whidbey Island Bank, Peoples Bank	150.00
	Inv. No. 198 - Service on Lee and Margy Gavin	294.59
	Totals	$579.18
	Total Fees & Disbursements	
	Previous Balance	6,157.50
	Balance Now Due	**$6,736.68**

Make check payable to BROWNLIE EVANS WOLF & LEE, LLP. Any balance not paid within 30 days will incur a finance charge of 1% per month.

TAX ID Number 04-3757773

City of Oak Harbor
City Council Agenda Bill

Bill No. 13
Date: August 4, 2010
Subject: New Reservoir – Construction Design Contract

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, as to form

PURPOSE:
This agenda bill requests the approval of a design services agreement with the engineering firm of Gray & Osborne, Inc., for developing construction plans for a new water storage reservoir and associated piping and facilities. The reservoir is identified as a necessary improvement in the City of Oak Harbor Water System Plan.

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

SUMMARY STATEMENT
Early in 2008 the City of Oak Harbor entered into an agreement with Gray and Osborne, Inc., (G&O) for engineering design and planning of a new water reservoir. The City of Oak Harbor Water System Plan identifies the need for additional storage based on demands of the City water supply. Additional capacity is required to meet the State Department of Health requirements for standby storage, operation storage and fire suppression storage. The issue of adequate water supply storage has long been an issue of concern for many citizens of Oak Harbor. A commonly expressed concern relates to the number of new developments that have been brought into the water system since the late 1980's without additional storage capacity being built. Due in large part to proactive policies and programs that promote water conservation the City has been able to defer the construction of the new reservoir until now. The construction of a new water storage facility is necessary to continue to remain in compliance with State requirements allowing for additional connections to be made to the water system.

The initial contract with G&O centered on the location and size of the new reservoir. As was presented to the Council in September 2008, the preferred site for the Reservoir project is the Gun Club Road site. The recommend size of the steel reservoir is a nominal 4.0 million gallon tank. Associated with the reservoir are several other improvements that will fundamentally alter how the City of Oak Harbor water system functions. The improvements, which include transmission mains, pump station construction and alterations and pressure reducing valve installations, will improve fire flow capacities, increase residual system pressures and increase system reliability. Over the long term the improvements will allow for the elimination of smaller less efficient elements of the water system such as the Redwing Booster Pump Station and the small water reservoir on Regatta Drive.

Moving forward requires the design and construction of three basic elements which are as follows:

Project No.	Projected Construction Date	Project	Description	Length/Quantity	Estimated Project Cost
1	2010-2011	North Reservoir Connection Mains	18-inch pipe connection from Oak Harbor Street to new reservoir and return	5,800 Feet	$ 2,306,000
2	2011-2012	North Reservoir	New reservoir at Gun Club Road Site	4,000,000 Gal	$ 3,400,000
3	2011-2012	Ault Field Pump Station Alterations	Replace Pumps and Control Updates	1	$ 300,000

These three projects will be constructed using two separate construction contracts. The proposed engineering design services agreement with G&O will produce the final plans and specifications for all three projects with bidding documents prepared by G&O for two separate construction contracts. The first construction contract being the transmission main construction and the second being the pump station alterations combined with the reservoir construction.

Construction of these projects will allow the City to remain compliant with State regulations for water system operation and standby storage volumes.

Amount of contract: The contract has a maximum not to exceed limit of $233,434. Included in the fee structure is a management reserve of $10,000. As stipulated in the contract the

management reserve is for work not included in the defined scope of work and is intended as a convenience to the City.

Under the previous contract with G&O the City spent $186,431.31. When added to the final design contract the total engineering design cost is approximately $419,865.31, or 7% of the approximately $6.0 million dollar total cost of all three projects.

It is anticipated that a third contract with G&O will be needed for engineering assistance during the construction project.

Funding for the design work is available in the current Water Division budget. Funding for the construction projects will be through existing reserve funds and does not require an increase in water rates. The construction project funding will be proposed for inclusion with the 2011-2012 budget.

Selection process: Gray and Osborne, Inc., were selected as the most qualified for this project in accordance with the requirements of OHMC 2.350. The original selection process for this project was completed in 2007.

Justification: The specialized nature of reservoir construction and the associated projects together with the amount of time needed for the engineering design justifies the need for outside assistance.

STANDING COMMITTEE REPORT

This item was presented to the Public Works Standing Committee on Jan 7, 2010, and July 1, 2010.

RECOMMENDED ACTION

A Council motion authorizing the Mayor to sign an agreement with Gray and Osborne, Inc., for engineering design services with a not to exceed limit of $233,434.00 for the Gun Club Reservoir Project.

ATTACHMENTS

Agreement
Figure of planned improvements

MAYOR'S COMMENTS:

CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON

CITY OF OAK HARBOR
CONSULTANT AGREEMENT
WITH GRAY & OSBORNE, INC.

PRJECT TITLE: Gun Club Reservoir Project

PROJECT COMPLETION DATE: June 1, 2011

MAXIMUM AMOUNT PAYABLE: $233,434

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CERTIFICATION OF CITY OFFICIAL 1

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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 IX of the contract.

II. CONSULTANT INFORMATION

Name: Gray & Osborne, Inc.

Address: 701 Dexter Avenue N., Suite 200, Seattle, WA 98109

Telephone/Fax No.: (206) 284-0860

Federal ID No.: 91-0890718

Do you require a 1099 for the IRS? No

III. PROJECT INFORMATION

Project Title: Gun Club Reservoir Project

Project Description: Design of a new 4.0 million gallon reservoir, improvements to the existing Ault Field Booster station and creation of a new pressure zone, and final design of the Gun Club Road Water Mains Project.

Project Completion Date: June 1, 2011
Maximum Amount Payable: $233,434
Progress Payments: Monthly

IV. ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT

Gray & Osborne Inc. proposal of June 3, 2010 which becomes Exhibits B, D-1 and D-2

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 Exceptions Taken.

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 Thomas M. Zorker
Consultant: Thomas M. Zorker, Pres.
Gray & Osborne

By _____
Agency: _____
Principal

I, Thomas M. Zerker, 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: June 3, 2010

Thomas M. Zerker

By Thomas M. Zerker, President
Gray & Osborne

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 Thomas M. Zeeker a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 701 Dexter Ave. N., Suite 200 Seattle, WA 98109 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.

June 3, 2010
Date

Thomas M. Zeeker
Signature

CERTIFICATION OF CITY OFFICIAL

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

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

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

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

Date _____ Signature _____

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): Gray & Osborne, Inc.

June 3, 2010
Date

Thomas M. Zuhl
President or Authorized Official or Consultant Signature

EXHIBIT B

SCOPE OF SERVICES

GUN CLUB RESERVOIR PROJECT

I. PROJECT UNDERSTANDING

The City contracted with Gray & Osborne to prepare a New Reservoir Predesign Report which was submitted to Washington State Department of Health in August 2009 and approved on December 22, 2009. The report analyzed the City's water system and provided recommendations for upgrades. The recommended upgrades provide for the existing population and future projected growth of the City and include a new reservoir and booster station and transmission main improvements for the creation of two new pressure zones to serve low pressure areas and provide fire flow throughout the City. Project No. 1 of the system upgrades, the Gun Club Road Water Mains project is in the final stages of design. This scope of work finishes the design of Project No. 1 and provides for the design and permitting of Project No. 2, the 4.0 million gallon reservoir, and Project No. 3, the modifications to the Ault Field Pump Station and a creation of a new pressure zone.

The following major items of work are anticipated for this project:

- **Gun Club Road Water Main Continuation**

  The 90 percent Plans have been submitted to the City for approval and comments. Any additional comments will be incorporated into the plans, specifications, and cost estimate. The design for the project will be finalized and assistance will be provided in the bidding and award of the project.

- **4.0 MG Reservoir Design**

  The project will be designed for a new 4 million gallon welded steel reservoir. The location of the new reservoir on the site shall be designed to accommodate future piping to connect to the existing distribution system, a future reservoir and booster station.

- **Ault Field Booster Station Improvements and New Pressure Zone Design**

  The existing booster station will be analyzed to determine if existing electrical and pumps can be used. The project will be designed to upgrade the existing station to pump to the new reservoir and create a new pressure

zone. A new PRV station will be designed on Goldie Road to feed into the existing pressure zone.

- **Permitting Assistance (New 4.0 MG Reservoir and Ault Field Booster Station)**

  The City owns a 5 acre parcel that will be used for the new reservoir as well as future facilities including a booster station and a second reservoir. It is anticipated that a clearing and grading permit, a building permit, and a right-of-way permit will be required as well as a stormwater study and report. A SEPA checklist has already been prepared and a mitigated determination of non-significance (MDNS) has been issued. An archaeological survey will be provided. The plans will be submitted to DOH for review and approval.

- **Contract Documents (New 4.0 MG Reservoir and Ault Field Booster Station)**

  The Contract Documents for the New 4.0 MG Reservoir and Ault Field Booster Station Improvements project will be prepared to include comments from the City, County, and DOH reviews for bidding and construction of the project. Assistance will be provided in the bidding and award of the project.

III. SCOPE OF WORK

Phase 1 – Gun Club Road Water Mains Continuation

The Consultant shall provide:

- Design underground power conduits into site and coordinate with Puget Sound Energy
- Incorporate all review comments from the City
- Provide clearing and grading plans, quantity calculations for the clearing and grading permit application
- Final design of water mains and PRV station
- Final contract documents
- Final cost estimate
- "Advertisement for Bids" placement in City paper of record and Daily Journal of Commerce
- Respond to bidders questions
- Addenda to contract documents as necessary

Deliverables

Final Gun Club Road Water Main Contract Documents and cost estimate, 4 half size plans and specifications, 2 full size plans and specifications, electronic pdf copy, complete copy of AutoCAD design and x-ref files

Phase 2 – New 4.0 MG Reservoir Design

The Consultant shall provide:

- Preliminary Site Development Plans
- Design including:
  - Maximizing flexibility in piping to serve existing system, set up for future booster station and additional reservoir on-site, and maintain water quality
  - Designing reservoir to comply with AWWA D100-96 for Welded Steel Reservoirs and to meet the requirements of IBC 2009
  - Reservoir appurtenances
  - Stormwater system
  - Site piping
  - Structural calculations
  - Electrical and telemetry
  - Design pervious asphalt roadway into reservoir site
- 30 percent, 60 percent, and 90 percent plans
- 60 percent and 90 percent specifications in CSI format with Division 1 in WSDOT/APWA format
- Cost estimates
- Graphic displays for open house public meetings
- Meet with City Council to discuss the project
- QA/QC Meetings
- Staff Reviews

Deliverables

30% Contract Documents and cost estimate to City for review, 4 copies
60% Contract Documents and cost estimate to City for review, 4 copies
90% Contract Documents and cost estimate to City for review, 4 copies
Graphic displays for open house public meetings

Phase 3 – Ault Field Booster Station Improvements and New Pressure Zone Design

The Consultant shall provide:

- Analyze the existing Ault Field Booster Station
- Survey the Goldie Road PRV Site including:
  - Existing topographic features on site
  - Underground utilities located by the City
- Design Ault Field Booster Station Improvements including:
  - Maximizing use of existing facilities including piping, pumps, and electrical
  - Sizing and installation of new pumps
  - New electrical if the City wants to replace old control panels
- Design of New Goldie Road PRV Station
- 30 percent, 60 percent, and 90 percent plans
- 60 percent and 90 percent specifications in CSI format
- Cost estimates
- QA/QC Meetings
- Staff Reviews

Deliverables

30% Contract Documents and cost estimate to City for review, 4 copies
60% Contract Documents and cost estimate to City for review, 4 copies
90% Contract Documents and cost estimate to City for review, 4 copies

Phase 4 – Permitting Assistance (New 4.0 MG Reservoir and Ault Field Booster Station)

The Consultant shall provide:

- Coordinate a cultural resources review and archaeological survey of the site
- Provide clearing and grading plans, quantity calculations for the clearing and grading permit application
- Prepare a stormwater study and analysis report
- Submit the plans to DOH and incorporate any comments
- Assist in the preparation of a building permit

Deliverables

Stormwater study and analysis report
Permit submittals, clearing and grading plans, quantity calculations
75% Plans to DOH for review

Phase 5 – Contract Documents (New 4.0 MG Reservoir and Ault Field Booster Station)

The Consultant shall provide:

- Incorporating all review comments from the City, County, and DOH into final plans and specifications
- Final QA/QC Meeting
- Staff Review
- Final contract documents
- Final cost estimate
- "Advertisement for Bids" placement in City paper of record and Daily Journal of Commerce
- Respond to bidders questions
- Addenda to contract documents as necessary

Deliverables

New 4.0 MG Reservoir and Ault Field Booster Station Improvements Contract Documents, four half size plans and specifications, two full size plans and specifications, electronic pdf copy, complete copy of AutoCAD design and x-ref files

IV. INFORMATION TO BE PROVIDED BY THE CITY

1. **Telemetry Coordination:** The City's IT and telemetry staff will provide design standards and requirements for the telemetry design by Gray & Osborne.

2. **Management Reserve:** The management reserve cost of $10,000 shall not be used without prior written request with justification and written authorization from Oak Harbor.

V. SCHEDULE

Assumptions

1. All deliverable dates are based on the date of Contract execution.

2. The City will take 2 weeks to review and provide comments on 30 percent plans, stormwater report, 60 percent plans, and 90 percent plans.

3. Permitting agencies will take 8 weeks to review 30 percent plans and provide comments, which will not affect the final contract documents submittal date.

4. DOH will take 6 weeks to review 75 percent plans and specifications and provide comments, which will not affect the final contract documents submittal date.

5. The Contract expiration date shall be June 1, 2011.

Deliverables Schedule

- Final Gun Club Road Water Main Contract Documents: 6 weeks after execution of Contract.
- 30 percent 4.0 MG Reservoir and Ault Field Booster Station Improvements Plans to city for review: 8 weeks after execution of Contract.
- Draft stormwater study and analysis report: 12 weeks after execution of Contract.
- Permit submittals: 16 weeks after execution of Contract.
- 60 percent 4.0 MG Reservoir and Ault Field Booster Station Improvements Plans to city for review: 16 weeks after execution of Contract.
- 75 percent 4.0 MG Reservoir and Ault Field Booster Station Improvements Plans to DOH for review: 21 weeks after execution of Contract.
- 90 percent 4.0 MG Reservoir and Ault Field Booster Station Improvements Plans to city for review: 24 weeks after execution of Contract.
- Final 4.0 MG Reservoir and Ault Field Booster Station Improvements Contract Documents: 30 weeks after execution of Contract.

EXHIBIT "B"

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of Oak Harbor - Gun Club Reservoir Project

Tasks	Principal Hours	Project Mgr. Hours	Project Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Mech. Eng. Hours	CADD Tech. Hours	PLS Hours	Survey Crew Hours	Total Cost
Phase 1 - Gun Club Road Waterline Continuation	4	18	60		12		44			$16,094
Phase 2 - New 4.0 MG Reservoir Design	32	104	184	80	80	28	168	12	28	$92,136
Phase 3 - Ault Field Booster Station Improvements and New Pressure Zone Design	28	88	128	16	88	20	128	8	12	$65,933
Phase 4 - Permitting Assistance (New 4.0 MG Reservoir and Ault Field Booster Station)	2	9	80				42			$14,778
Phase 5 - Contract Documents (New 4.0 MG Reservoir and Ault Field Booster Station)	32	39	59	24	28	24	48			$32,848
Hour Estimate:	98	258	511	120	208	72	430	20	40	
Maximum Fully Burdened Billing Rates:	$174.52	$143.36	$118.43	$143.36	$155.83	$112.19	$87.26	$130.89	$233.74	
Subtotal Labor & Fees Cost:	$17,103	$36,987	$60,516	$17,203	$32,412	$8,078	$37,523	$2,618	$9,350	

Total Labor & Fees Cost:	$ 221,789
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ $0.50/mile)	$ 1,045
Printing	$ 600
Management Reserve	$ 10,000
TOTAL ESTIMATED COST:	**$ 233,434**

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TASKS	Principal Hours	Project Mgr. Hours	Project Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Mech. Eng. Hours	CADD Tech. Hours	PLS Hours	Survey Crew Hours
Phase 1 - Gun Club Road Waterline Continuation	**4**	**18**	**60**	**0**	**12**	**0**	**44**	**0**	**0**
Design underground power and coordinate with PSE		2	2		4		8		
Incorporate review comments from the City			4				4		
Provide clearing and grading plans and calculations		2	6				6		
Final design of water mains and PRV station	2	8	24		4		24		
Final Contract Documents	2	4	8		4		2		
Final Cost Estimate		2	8						
Advertisement for Bids			1						
Respond to bidders questions			4						
Addenda to Contract Documents			3						

Phase 2 - New 4.0 MG Reservoir Design	**32**	**104**	**184**	**80**	**80**	**28**	**168**	**12**	**28**
Site Development	4	8	24	6	6		24	12	28
Reservoir Appurtenances		4	12	16		10	20		
Stormwater System	4	20	32	8			24		
Site Piping	4	24	40				32		
Structural Calculations				8					
Electrical and telemetry		2	2		32		32		
Design pervious asphalt roadway into reservoir site		4	6				8		
30 percent plans		2	4	2	2	2	8		
60 percent plans	1	2	4	4	4	2	8		
90 percent plans	1	2	4	4	4	2	8		
60 percent specifications	1	2	4	4	4	2			
90 percent specifications	1	2	4	4	4	2			
Cost estimates	4	8	24	16	16	4			
Graphic displays for open house public meeting		4	4						
Meet with City Council to discuss project		4	4						
QA/QC Meetings	4	8	8	8	8	4	4		
Staff Reviews	8	8	8						

TASKS	Principal Hours	Project Mgr. Hours	Project Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Mech. Eng. Hours	CADD Tech. Hours	PLS Hours	Survey Crew Hours
Phase 3 - Ault Field Booster Station Improvements and New Pressure Zone Design	**28**	**88**	**128**	**16**	**88**	**20**	**128**	**8**	**12**
Analyze Existing Ault Field Booster Station	4	12	22		20	4	24		
Survey Goldie Road PRV Site Development	2	8	8		4		16	8	12
Maximize use of existing facilities	2	12	12		4	2	12		
Sizing and installation of new pumps	2	16	22				20		
New electrical design		2	4		24		20		
Design Goldie Road PRV Station		8	12	2	4	2	12		
30 percent plans		2	4	1	2	2	8		
60 percent plans	1	2	4	1	2	2	8		
90 percent plans	1	2	4	2	4	2	8		
60 percent specifications	1	2	4	2	4	2			
90 percent specifications	1	2	4	2	4	2			
Cost Estimate	2	8	16	2	8	2			
QA/QC Meetings	8	8	8	4	8				
Staff Reviews	4	4	4						

Phase 4 - Permitting Assistance (New 4.0 MG Reservoir and Ault Field Booster Station)	**2**	**9**	**80**	**0**	**0**	**0**	**42**	**0**	**0**
Coordinate cultural resources review archaeological		1	4				2		
Provide clearing and grading plans and calculations		1	8				6		
Prepare Stormwater study and analysis report	1	2	60				24		
Submit plans to DOH and incorporate comments	1	4	4				6		
Assist in building permit application		1	4				4		

TASKS	Principal Hours	Project Mgr. Hours	Project Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Mech. Eng. Hours	CADD Tech. Hours	PLS Hours	Survey Crew Hours
Phase 5 - Contract Documents (New 4.0 MG Reservoir and Ault Field Booster Station)	32	39	59	24	28	24	48	0	0
Incorporate City, County & DOH review comments into final plans and specifications	4	8	8	4	4	4	24		
Final QA/QC	8	8	8	8	8	8	8		
Staff Review	8	8	8						
Final Contract Documents	8	8	14	6	8	6	16		
Final Cost Estimate	4	6	12	4	4	4			
Advertisement for Bids			1						
Respond to bidders questions		1	4	2	4	2			
Addenda to Contract Documents			4						

Mileage & Expenses	**$1,045**
Mileage= 11 Trips X 190 Miles/Trip X $ 0.50/Mile	$1,045.00
Printing & Purchases	**$600**
#1 - Reproduction and Printing	$600.00

2708

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.

EXHIBIT D-1
CONSULTANT FEE DETERMINATION - SUMMARY SHEET

Project:_____

Direct Salary Cost (DSC):

Classification	Man Hours	x	Rate	=	Cost
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____					
_____					
_____					
_____					
_____					
_____					
_____	_____		_____		$_____
_____	_____		_____		$_____

Consultant fees shall be as set out in Exhibit B

Total DSC = $_____

Overhead (OH Cost -- including Salary Additives):
OH Rate x DSC of _____ % x $_____ $_____

Fixed Fee (FF):
FF Rate x DSC of _____ % x $_____ $_____

Reimbursables:
Itemized $_____

Subconsultant Costs (See Exhibit "G"): $_____

Grand Total $_____

Prepared by_____ Date_____

EXHIBIT D-2
CONSULTANT FEE DETERMINATION - SUMMARY SHEET
(Specific Rates of Pay)

Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @____%	Profit @____%	Rate Per Hour

Consultant fees shall be as set out in Exhibit B

See

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

Project: _____

Direct Salary Cost (DSC):

Classification	Man Hours	x	Rate	=	Cost
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____

Not Applicable

Total DSC = $_____

Overhead (OH Cost -- including Salary Additives):
OH Rate x DSC of _____ % x $_____ $_____

Fixed Fee (FF):
FF Rate x DSC of _____ % x $_____ $_____

Reimbursables:
Itemized $_____

Grand Total $_____

Prepared by_____ Date_____

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 _____

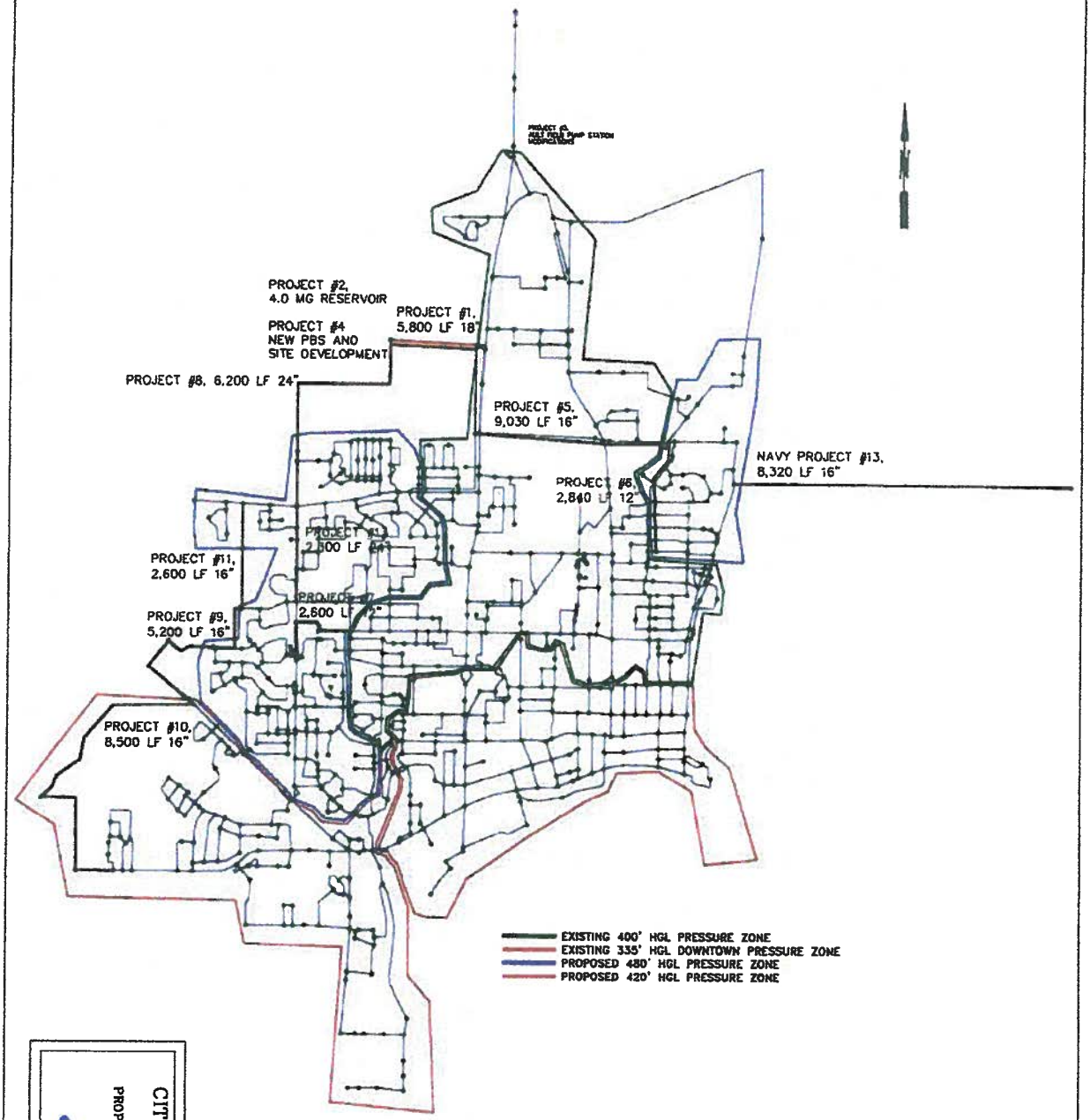
General Overhead

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 Applicable



CITY OF OAK HARBOR

FIGURE 2

PROPOSED SYSTEM IMPROVEMENTS

Gray & Osborne, Inc.

City of Oak Harbor
City Council Agenda Bill

Bill No. 14
Date: August 4, 2010
Subject: Wastewater Facilities Plan Consultant Contract

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, as to form

PURPOSE:
This Agenda Bill requests the approval of a design services agreement with the engineering firm of Carollo Engineers, for the preliminary engineering and facilities plan necessary for the development of a new wastewater treatment facility for the City of Oak Harbor. The development of a new wastewater facility is identified as a necessary improvement in the City of Oak Harbor Wastewater Comprehensive System Plan and is needed due to the age and condition of the existing plants.

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

SUMMARY STATEMENT
The 2008 Comprehensive Sewer Plan identified the need for the City of Oak Harbor to add additional capacity to the wastewater treatment facilities by 2017. In order to meet that target date, the comprehensive plan programmed a substantial planning effort to begin in 2011. In addition to the predicted need for additional capacity the City's two existing treatment plants are showing signs of distress due to age. It is also likely that changes in the regulatory climate driven by the Puget Sound Partnership's mandate to clean up Puget Sound will require modifications to the treatment plants to increase the effluent quality as the permit conditions become more stringent.

The 2008 Comprehensive Sewer Plan does include a recommendation to replace the existing lagoon plant and the RBC plant with a new activated sludge plant to be located at the Seaplane Base Lagoon Site. However, changes in the surrounding land area resulting in frequent flooding

and deterioration of the Crescent Harbor outfall bring the assumptions used in the Sewer Plan and consequently the resulting recommendations into question. For example, key regulators are suggesting that the likelihood of obtaining a permit to construct a new wastewater treatment plant in an area subject to frequent flooding, such as the Crescent Harbor Marsh area, is very low. This brings into question the rationale of moving forward with the recommendations of the Comprehensive Sewer Plan without looking at other possibilities. Consequently, the City is obligated, both from a regulatory and a due diligence perspective, to look in detail at alternative sites and means of providing wastewater treatment. In addition, as the cost of any new wastewater treatment plant is very high, a thorough and well documented process helps to ensure that the utility rate payers are getting the best value for the investment.

Moving forward with the alternatives analysis, site and process selection and eventual construction of a new treatment plant requires a substantial investment in engineering and planning. The preliminary engineering and planning required by State and Federal law for new wastewater facilities is both expensive and time consuming necessitating the use of engineering firms specialized and experienced in wastewater facilities.

On July 16, 2010, staff and Carollo Engineers presented the history, background and a review of the scope of work for the facilities plan to the Council in a workshop setting. The workshop has been broadcast on Channel 10 and a copy of the electronic presentation is available on the City's website at http://www.oakharbor.org/documents.cfm?pageId=126.

The scope of work associated with the facilities plan is extensive and detailed. A copy of the complete scope of work and the associated fee is attached to this agenda bill. The scope of work and fee is summarized in the table below:

Task	Description	Cost
100 - Project Management	Manage scope, schedule, budget to deliver a quality Facility Plan	$88,263
200 - Preliminary Alternative Development and Screening	Develop and evaluate a range of alternatives based on Oak Harbor's objectives	$296,530
300 - Final Alternatives Development and Screening	Refine preliminary alternatives and select alternative for environmental review	$102,425
400 - Outfall Evaluation	Identify improvements to existing outfalls and/or new alternatives to meet future needs	$106,711
500 - Reuse Opportunities	Assess cost/benefit of reusing treated effluent	$46,697
600 - Facilities Plan	Document evaluation and produce plan for Ecology review and approval; and amend Comprehensive Sewer Plan	$155,471
700 - Environmental Review and Documentation	Document impacts of proposed alternative to comply with State and Federal requirements	$67,649
800 - Public Process Support	Effectively and proactively communicate with stakeholders and public throughout the process	$175,815
900 - Management Reserve	Used at the discretion of the City management to address minor scope changes	$50,000
	Total	$1,089,561

Amount of contract: The contract has a maximum not to exceed limit of $1,089,561. Included in the fee structure is a management reserve of $50,000. As stipulated in the contract the management reserve is for work not included in the defined scope of work and is intended as a convenience to the City.

Funding for the design work is available in the current Wastewater Division budget through a combination of funds specifically budgeted for the project and funds not used for other capital projects.

Selection process: Carollo Engineers was selected as the most qualified for this project in accordance with the requirements of OHMC 2.350 and RCW 39.80. The selection process included submittal of qualifications statements, formal written proposal and a formal interview

with City staff, the Mayor and the Council Public Works Committee. The City Council authorized staff to initiate scope negotiations with Carollo Engineers, as the most qualified firm, in March of 2010.

Justification: The specialized nature of wastewater treatment plants, together with the amount of time needed for the engineering design, justifies the need for outside assistance.

It is recommended that the Council authorize the Mayor to sign a contract with Carollo Engineers with a not to exceed limit of $1,089,561 for the facilities plan pending approval of the form of the contract by the City Attorney.

STANDING COMMITTEE REPORT

This item was presented to the Public Works Standing Committee numerous times between September 2009 and July 2010. In addition, a workshop with the full Council was held to discuss this topic on July 15, 2010.

RECOMMENDED ACTION

A Council motion authorizing the Mayor to sign an agreement, in a form approved by the City Attorney, with Carollo Engineers for engineering design services with a not to exceed limit of $1,089,561 for the Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan.

ATTACHMENTS

Scope of Work

MAYOR'S COMMENTS:

EXHIBIT B - SCOPE OF SERVICES

ENGINEERING SERVICES FOR CITY OF OAK HARBOR
WASTEWATER TREATMENT PLANT
PRELIMINARY ENGINEERING AND FACILITIES PLAN

BACKGROUND

The City of Oak Harbor (City) currently operates two wastewater facilities: a Rotating Biological Contactor (RBC) plant located near Windjammer Park; and a lagoon plant located on Naval Air Station (NAS) Whidbey Island. The two current facilities serve a population of approximately 23,000 of which approximately 4,000 are housed at the NAS. It is anticipated that future demands will approach the permit limits in approximately 2017 as described in greater detail in the City's Comprehensive Sewer Plan. The City anticipates the need to have a new treatment facility in operation by 2017. The City intends to construct new wastewater treatment facilities to meet initial demands (3 million gallons per day [mgd]), with expansion capacity to meet long-term demand projections (6 mgd). Recognizing that the City of Oak Harbor is connected to the pristine waters of Puget Sound, specifically Oak Harbor and Crescent Harbor Bay, the City's goal is to obtain the highest level of water quality practical while recognizing the limitations of the rate payers of the City of fund improvements. A primary goal of the City is the continued protection of the water quality of the waters in and around Oak Harbor to meet the goals outlined in the Puget Sound Action Plan developed by Puget Sound Partnership for the cleanup and protection of Puget Sound.

This phase of the work includes development of preliminary engineering and a Facilities Plan. Subsequent phases, though not specifically authorized by this contract, may include the following:

- Final Design and Permitting
- Preparation of Construction Documents
- Bid Period Services
- Construction Support Services
- Preparation of Operation and Maintenance Manuals
- Start-up, Training, and Facility Commissioning

Project Objectives

The objectives of the Project are to:

1. Prepare Technical Memoranda (TM) evaluating wastewater treatment process, siting, and discharge options;
2. Identify a proposed alternative for wastewater facilities;
3. Prepare preliminary design information and an approved Facilities Plan in compliance with WAC 173-240-060 and 40 CFR 35.917-1;
4. Prepare the required supporting Environmental Documents; and
5. Provide support for public, agency, and stakeholder involvement.

Project Team

Carollo Engineers, P.C. (Carollo) will serve as the Prime Consultant for the Project, and will be responsible for overall Project management and delivery. In completing the work defined by this Scope of Services, Carollo is authorized to use the following Subconsultants:

Subconsultant	Role
BHC Consultants	Conveyance System Alternatives Analysis Satellite MBR Alternatives Analysis Feasibility of Connecting Non-Sewered Residents Regional Biosolids Alternative Feasibility
ESA Adolfson	Environmental Support and Documentation
Triangle Associates	Public Process Support
EnviroIssues	Public Meeting Facilitation
Michael Willis Architects	Architectural Services
GeoEngineers	Geotechnical Services
Katy Isaksen & Associates	Financial Analysis for Proposed Alternative
Bruce Dees & Associates	Landscape Architectural Services
Cosmopolitan Engineering Group	Outfall Analysis and Alternatives
Certified Land Services	Property Acquisition Support Services
Fakkema & Kingma	Surveying
Paragon Research Associates	Cultural Resources Assessment Services

Related Documents

The following documents provide background information for this project:

- Wastewater Treatment Plant Site Evaluation, City of Oak Harbor, October 2007.
- City of Oak Harbor Comprehensive Sewer Plan, TetraTech/KCM, December 2008.

SCOPE OF SERVICES

Carollo (Consultant) will provide engineering and other services for the City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan Project (Project), as defined by this Scope of Services. Work products submitted electronically will be produced using software as defined below:

- Word Processing — Microsoft Word
- Spreadsheets — Microsoft Excel
- Scheduling — Microsoft Project
- Drawings — Bentley MicroStation and Portable Document Format (PDF)

This Scope of Services is divided into the following tasks:

Task 100 Project Management
Task 200 Preliminary Alternatives Development and Screening
Task 300 Final Alternatives Development and Screening
Task 400 Outfall Evaluation
Task 500 Reuse Opportunities
Task 600 Facilities Plan
Task 700 Environmental Review and Documentation

Task 800 Public Process Support
Task 900 Management Reserve

PROJECT SCHEDULE

A preliminary schedule for the Project is attached (Attachment 1). The Schedule defines anticipated durations for major tasks, Project milestones, and major deliverable dates, assuming Notice to Proceed (NTP) in August 2010. Throughout this Scope of Services, anticipated delivery dates for major deliverables are established based on this preliminary schedule. The Consultant and City recognize that the preliminary schedule and corresponding delivery dates are subject to change, should NTP be issued after August 2010 and/or for other reasons. Schedule changes may be approved by the City without an amendment to this Scope of Services, provided both Consultant and City staff approve of the change. An amendment modifying the Project schedule and dates for major deliverables will be issued if required by either the City or Consultant.

TASK 100 – PROJECT MANAGEMENT

The objective of this task is to manage and coordinate engineering and related services required for project completion. Except as noted under assumptions, Consultant will provide the following services for Task 100:

Subtask 110 – Project Management Plan

Complete a draft Project Management Plan (PMP) including scope, work plan and products, work breakdown structure, budget, schedule, organization and staffing, communication protocol, and project standards within ten (10) days of Notice to Proceed (NTP). Finalize the PMP following the Startup Workshop and receipt of City comments. Monitor the PMP throughout the project and provide one update of the PMP upon request by the City.

Subtask 111 – Quality Management
Develop and follow a Quality Management Plan (QMP) for the project to be included in the PMP. Review technical memos, documents, drawings, reports, etc. and address review comments addressed prior to submission in accordance with the QMP. For major work products (TM and Facilities Plan) develop a Record of Comment (ROC) to document City comments and Consultant responses.

Subtask 110 Assumptions:

1. A Draft PMP will be reviewed at the Project Startup Meeting.
2. A Final PMP will be issued to incorporate City comments collected following the Project Startup Meeting.
3. The PMP will be updated once during the project.

Subtask 120 – Project Monitoring and Reporting

Manage the project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete this Scope of Services. Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets, and submit reports to the City's Project Manager with monthly invoices. Document expenditures on a task basis, and

show hours by project personnel and other direct expenses related to work. Include a project S-curve developed using Earned Valve Management (EVM) detailing anticipated progress, percent complete, and percent billed for each month.

Subtask 120 Assumptions:

1. Total project duration is 22 months.

Subtask 130 – Project Management Meetings

Schedule and conduct Project Management Meetings throughout the project as directed by the City's Project Manager. Meetings will be used to discuss project status, action items, and potential areas of concern. Publish meeting minutes with action items that require a response by team members, City staff, or other agencies identified at the meeting. A draft of the minutes will be submitted to the City within three (3) working days after the meeting. The final version will be submitted within five (5) working days after comments on the draft have been received from the City.

Subtask 130 Assumptions:

1. Up to eight (8) Project Management Meetings will be held.
2. Project Management Meetings will be held via teleconference.
3. Agendas, meeting minutes, and Action Items will be distributed electronically by the Consultant to City's Project Manager.

Subtask 140 – Project Team Website

Develop and maintain a collaborative Web Site accessible through the Internet by all project team members. The Web Site will be maintained from NTP through final approval of the Facilities Plan. Essential project information will be logged, recorded, and made available through this Web Site during the project, including:

- Project team and contact information.
- Calendar of events.
- Document library including agendas, presentation materials, meeting minutes, submittals, and deliverables.
- Updated Action List providing assignments and status.
- Decision Log.

Subtask 140 Assumptions:

1. Project Team Website will only be accessible to members of the project team (i.e. City and Consultant staff). Consultant will develop and maintain a project website for external use under Task 800 – Public Process Support.

Task 100 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(1) PMP	110	September 2010
(22) Monthly Invoices and Progress Reports	120	Monthly
(8) Project Management Meeting Agendas	130	As Needed
(8) Project Management Meeting Action Items Log	130	As Needed
(1) Project Team Website	140	September 2010

TASK 200 – PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING

The objective of this task is to develop a matrix of preliminary alternatives (treatment process options and candidate sites) and identify a short list of final alternatives to be evaluated and refined in subsequent phases of work. Except as noted under assumptions, Consultant will provide the following services for Task 200:

Subtask 210 – Basis of Design Documentation

Subtask 211 – Engineering Basis of Design

Review and comment on previous projections developed by the City, and confirm population, flow, and waste load data for the Oak Harbor service area. Establish flow peaking factors (maximum month, maximum day, and peak hour) based on City-provided data. Using these projections and available plant loading data, establish loading estimates and peaking factors for flow, organics (BOD), total suspended solids (TSS), phosphorus and nitrogen loading to the plant.

Evaluate the City's exiting National Pollutant Discharge Elimination System (NPDES) permit, potential future water quality requirements, and establish water quality objectives for conventional effluent parameters, nutrients, fecal coliform bacteria, temperature, and pH. Document basis of design (flows, loads, and effluent requirements) in TM1 – Basis of Design.

Subtask 212 – Decision Making Methodology

Treatment process options and candidate sites will be evaluated in a manner that is consistent with City policy objectives, and to meet basic technical, performance, and environmental requirements. Two (2) process options and up to four (4) candidate sites will be placed into a matrix of preliminary alternatives. Up to eight (8) preliminary alternatives will be screened using Triple Bottom Line Plus Technical (TBL+) methodology, considering financial, social, environmental, and technical criteria and objectives developed by the City and project team. A short list of four (4) final alternatives will be refined for subsequent TBL+ evaluation. Coordinate with City staff to develop a list of basic policy, technical, performance, and environmental requirements that will be used to create the matrix of preliminary alternatives (Wastewater Treatment Plant [WWTP] process options and sites). Develop a list of TBL+ criteria and objectives to be used for preliminary and final alternatives evaluation. Document the basis for decision making in TM2 – Decision Making Methodology.

Subtask 210 Assumptions:

1. Population, flow, and loading data for the Oak Harbor service area will be based on the December 2008 Comprehensive Sewer Plan.

2. Meetings with regulatory stakeholders and City input will be used to establish potential future NPDES permit requirements. Negotiation of permit limits is not included in this Scope of Services.
3. A matrix of preliminary alternatives will be developed based on City policy and basic technical, performance, and environmental requirements.
4. Preliminary and final alternatives will be evaluated using the TBL+ approach.

Subtask 220 – Preliminary Alternatives Development

Subtask 221 – Centralized Treatment Process Evaluation
Develop and evaluate treatment process options to treat all flow from the City and NAS. Identify Washington Department of Ecology (Ecology) requirements for reliability and redundancy, and prepare conceptual design and cost information for processes being considered. Screen potential treatment process options using basic technical and performance requirements established by the project team, and identify up to two (2) process options to be included in the matrix of preliminary alternatives. For these options, develop conceptual level flow schematics, facility footprints, site layouts, and cost information (capital and life-cycle costs). Document the evaluation and recommended options in TM3 – Treatment Process Evaluation. The following facilities will be evaluated:

- Preliminary/Primary Treatment. Headworks (preliminary treatment) options, including influent pumping, screening grit removal, flow measurement, and influent sampling. Primary treatment options, including clarification and sludge pumping facilities.
- Secondary Treatment. Secondary (biological) treatment process options, including up to four (4) processes capable of meeting identified performance requirements. It is anticipated that more detailed technical and cost information will be developed for up to two (2) process options: activated sludge (AS) and membrane bioreactors (MBR).
- Disinfection. Disinfection options, including chlorination/dechlorination (using bulk or on-site generation of hypochlorite) and ultraviolet (UV) disinfection.
- Solids Handling. Solids handling options, including a range of processes to achieve a Class B biosolids product on-site, as well as continued use of existing solids handling facilities on an interim or permanent basis. The feasibility of providing biosolids stabilization and/or disposal on a regional basis will be evaluated by the Consultant under a separate task.
- Odor Control. Identify potential odor impacts, foul air treatment requirements to meet these impacts, and establish the basis for odor control facilities. Prepare conceptual design information for odor control system components based on the treatment process options being considered.
- Non-Process Facilities. Evaluate space needs for plant administration, operation, maintenance, and laboratory facilities to support future treatment facilities through Architectural Programming. Develop a programming questionnaire to determine rough but conservative space needs for new non-process facilities. Interview City staff and prepare a brief Programming Narrative outlining preliminary space needs, laboratory requirements, maintenance functions and desired adjacencies to other plant space, and coordinate with process needs, landscaping, and zoning requirements. Integrate non-process facilities into diagrams, including structural footprints, roadways, and

landscaping areas for up to two (2) alternative layouts. In addition to the plant non-process facilities, plan the space and accessibility needs for the potential to add education centers, tour group meeting areas, and interior and exterior public spaces to welcome and educate the public.

Subtask 222 – Satellite MBR Facility Evaluation
Develop conceptual level flow schematics, facility footprints, site layouts, and cost information (capital and life-cycle costs) for a satellite MBR facility treating up to 0.5 mgd of flow per Ecology requirements. Document the recommended option in TM3 – Treatment Process Evaluation.

Subtask 223 – Candidate Site Inventory
Develop a list of potential sites to locate a centralized WWTP and satellite MBR. Coordinate with City staff to identify potential sites for the recommended treatment options, considering factors such as: size (land area); location; ownership and real-estate considerations; conveyance system impacts; environmental impacts; land use restrictions; and adjacency to existing outfalls.

Screen potential sites based on City policy and using basic technical and environmental requirements, and establish a candidate site inventory to be included in the matrix of preliminary alternatives. Document the site development and screening process in TM4 – Preliminary Alternatives.

Subtask 220 Assumptions:

1. None.

Subtask 230 – Preliminary Alternatives Screening

Pair recommended process options with candidate sites to develop a matrix of preliminary alternatives. Refine conceptual site layouts based on candidate site requirements and evaluate collection/conveyance system impacts. Integrate the results of Subtask 410 – Preliminary Outfall Assessment and confirm outfall options. Update cost information to reflect preliminary alternative layouts and system-wide impacts.

Develop an initial assessment of potential social impacts, including noise, odor potential, visual aesthetics, construction impacts, and long-term operation impacts. Develop a TBL+ analysis for up to eight (8) preliminary alternatives. Screen preliminary alternatives to a short list of four (4) final alternatives, and document results in TM4 – Preliminary Alternatives.

Subtask 231 – Environmental Review
Conduct a one day field investigation and perform an initial environmental assessment of candidate sites. Identify sensitive areas, fish and wildlife impacts, wetlands, streams and shoreline impacts, site soils and sediments, effluent water quality impacts, potential permitting requirements, and other pertinent information that will use used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria and objectives. Meet with City to finalize environmental documentation approach.

Subtask 232 – Preliminary Geotechnical Assessment
Conduct a one day field reconnaissance and perform an initial geotechnical assessment of the candidate sites. Base the assessment on available information, including geologic and other

publicly available maps that document geotechnical conditions and geohazard considerations in the project vicinity.

Provide a TM summarizing the pertinent geotechnical issues that would impact site selection, design, and construction at the candidate sites, including: anticipated soil types and groundwater conditions; identified geohazards (seismic/ liquefaction, slope stability, etc.); potential mitigation strategies; general foundation types including ground improvement techniques or other appropriate considerations; and preliminary construction considerations including shoring and dewatering based on the assumed site conditions. Information will be used to rate preliminary alternatives on their ability to meet the established TBL+ criteria and objectives.

Subtask 233 – Cultural Resources Review

Conduct background research to identify known cultural resources in the project vicinity using state records, historic maps, and other available information. Conduct a one day visit to identify potentially sensitive areas, regulatory requirements, and other pertinent information that will be used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria and objectives.

Subtask 234 – Zoning/Land Use Review

Conduct a one day field visit and perform an initial zoning/land use assessment of candidate sites based on available information. Identify ownership, confirm code requirements and land use restrictions, establish a preliminary estimate of property values, and prepare other pertinent information that will be used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria and objectives.

Subtask 230 Assumptions:

1. Subtask 232 assumes that the City of Oak Harbor will provide available geotechnical information/reports from site and vicinity. Up to four potential sites will be evaluated (based on right-of-entry considerations). No geotechnical explorations will be conducted during this phase.
2. Subtask 233 assumes that up to four potential sites will be evaluated (based on right-of-entry considerations). No subsurface explorations will be conducted during this phase.
3. Subtask 234 assumes City Code and zoning research will be conducted on a maximum of two (2) sites.

Subtask 240 – Evaluation of the Feasibility of Connecting Non-Sewered Residents

The City is interested in investigating the extension of sewer service beyond those parcels that are currently on sewers. Some of these parcels are within and some outside the current City limits. However, all parcels to be considered are within the Urban Growth Boundary (UGB) limits.

Those parcels outside the City limits fall into three categories: highly and fully developed, underdeveloped and non-conforming parcels. Attachment 2 identifies the eleven distinct areas that are within the UGB but outside the City limits.

Specific tasks associated with this work will include the following:

1. Investigate feasibility of extending sewer service to those parcel within the City limits.

2. Investigate the feasibility of extending sewer service to the eleven areas outside the City limits.
3. Provide a schematic service alternative for these two groupings of parcels.
4. Provide a planning level cost estimate for the proposed service scheme.
5. For the proposed plan to extend sewer service to unsewered areas, develop a financial analysis for three (3) potential funding scenarios; to be selected by the City.
6. Provide public involvement associated with this task. This will specifically include an estimated three public meetings.
7. Prepare a policy statement regarding the extension of sewer service to these two groupings of parcels.
8. Present proposed service scheme, estimated costs, rate impacts, and proposed policy to Staff and City Council.
9. Present findings in a project memorandum.

Subtask 240 Assumptions:

1. None.

Subtask 250 – Staff Workshops

Conduct Technical Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

Staff Workshop	Objectives
T1 - Project Startup	Review/Finalize Project Management Plan Confirm Basis of Design Establish Decision Making Framework Prepare for Council Meeting No. 1 Prepare for Navy/Stakeholder Workshop No. 1
T2 - Preliminary Alternatives Development	Evaluate Potential Treatment Process Options Select Processes Options for Consideration (2) Confirm Satellite MBR Requirements Establish Non-process Requirements Establish Basis for Site Footprint Develop List of Potential Sites Apply Site Screening to Select Candidate Sites Establish Matrix of Preliminary Alternatives
T3 - Preliminary Alternatives Screening	Evaluate Matrix of Preliminary Alternatives (8) Screen Alternatives to Short List (4)

Subtask 250 Assumptions:

1. Workshops will be held at City of Oak Harbor facilities.
2. Consultant Project Manager and required team members will attend workshops.
3. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

Task 200 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(1) TM1 – Basis of Design	210	September 2010
(1) TM2 – Decision Making Methodology	210	January 2011
(1) TM3 – Treatment Process Evaluation	220	March 2011
(1) Architectural Programming Questionnaire and Narrative	220	March 2011
(1) Preliminary Geotechnical Assessment TM	230	March 2011
(1) TM4 – Preliminary Alternatives	230	April 2011
(1) Unsewered Area Feasibility Memorandum	240	March 2011
(3) Workshop Materials, Agenda, Minutes	250	Per Workshop Schedule

TASK 300 – FINAL ALTERNATIVES DEVELOPMENT AND SCREENING

The objective of this task is to further refine and evaluate the short list of final alternatives to select a proposed alternative for preliminary design. The proposed alternative will define the recommended liquid and solids stream treatment processes, location for centralized and satellite facilities (if applicable), conveyance and collection system improvements, outfall location and necessary improvements, and potential uses for reclaimed water. Except as noted under assumptions, Consultant will provide the following services for Task 300:

Subtask 310 – Final Alternatives Development and Screening

Further refine the final short listed alternatives, adding technical detail to site layouts based on site mapping and additional geotechnical evaluation. Confirm hydraulics and collection/conveyance system requirements. Integrate the results of Subtask 420 – Final Outfall Analysis, and Subtask 510 – Preliminary Effluent Reuse Assessment. Update cost information and TBL+ evaluations of financial, social, environmental, and technical criteria and objectives. Prepare a final screening of alternatives to select a proposed alternative for preliminary design. Document results of final screening in TM7 – Final Alternatives.

Subtask 311 – Site Mapping

Provide background mapping and existing and readily available geographical information system (GIS) and survey data. Mapping will be developed as a basis for site planning at up to four (4) candidate sites. The mapping will show readily available information for property lines, existing structures, significant utilities, site topography, and other significant features.

Subtask 312 – Architectural Development

Conduct a one day field review and provide analysis of sites being considered for the new treatment plant in regards to contextual placement within the surrounding site conditions. Prepare conceptual site plan footprints for recommended facilities, coordinating with process engineers, landscape architects and with zoning requirements that may influence plant layouts on specific available site options. Provide graphic representation of appropriate site organization and utilization plans for the four (4) final alternatives. Prepare 3D renderings illustrating up to two (2) facility views for one site. Develop landscaping options and prepare up two (2) renderings showing site landscaping. Prepare order of magnitude estimated probable costs of non-process facilities and develop associated landscaping and architectural theme costs.

Subtask 310 Assumptions:

1. The budget for Subtask 311 assumes existing and readily available GIS and survey data are used, and does not include field visits or detailed surveys of sites or collection system/conveyance piping alignments.

Subtask 320 – Regional Biosolids Alternative Feasibility

The purpose of this subtask is to evaluate the feasibility of implementing a solids handling, stabilization, and biosolids disposal alternative on a regional basis, with participation from the following entities:

- City of Oak Harbor
- Navy Seaplane base
- NAS Ault Field
- Penn Cove Water/Sewer District
- City of Coupeville
- Island Septage

Except as noted under assumptions, Consultant will complete the following services for Subtask 320:

Gather and analyze historic solids production, hauling, and disposal records, including quantities and costs, from the regional entities. Estimate future solids production and handling requirements using growth projections provided by the entities.

Evaluate the capacity of the City of Oak Harbor's existing lagoons, and compare that capacity with the current and future solids loadings from the regional entities to determine the feasibility of using the existing lagoons for regional biosolids stabilization and storage. Estimate the capital cost of lagoon modifications and the operational and maintenance (O&M) costs for such a regional facility.

Estimate the size of a new and separate solids handling and stabilization facility to accept solids from the regional entities. Evaluate disposal alternatives for stabilized biosolids, including: composting; thermal drying; and trucking to an offsite location. Estimate the capital cost and annual O&M costs for such a regional facility.

Document the analysis and conclusions into a project memorandum that estimates the life-cycle costs and revenue potential to the City of Oak Harbor as the owner/operator of a regional solids facility.

Subtask 320 Assumptions

1. Consultant will estimate current and future solids loadings for the City of Oak Harbor, and assist the City in obtaining solids loadings for regional entities. Consultant will not perform independent analysis to determine current and future solids loadings from the regional entities.
2. City owned property near the intersection of Highway 20 and Sleeper Road will be considered as the regional biosolids handling site.

Subtask 330 – Technical Workshops

Conduct Technical Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

Staff Workshop	Objectives
T4 – Final Alternatives Screening	Discuss Potential Reuse Opportunities Evaluate Final Short Listed Alternatives (4) Identify Proposed Alternative (1)

Subtask 330 Assumptions:

1. Workshops will be held at City of Oak Harbor facilities.
2. Consultant Project Manager and required team members will attend workshops.
3. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

Task 300 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(1) TM7 – Final Alternatives	310	October 2011
(1) Site Mapping Using Available Data	310	April 2011
(4) Updated site utilization plans	310	April 2011
(2) 3D site/facility renderings	310	April 2011
(2) Site landscaping renderings	310	April 2011
(1) Regional Biosolids Management Feasibility Memorandum	320	July 2011
(2) Workshop Materials, Agenda, Minutes	330	Per Workshop Schedule

TASK 400 – OUTFALL EVALUATION

The objective of this task is to develop the criteria for saltwater outfall alternatives based on the preliminary and final alternatives being evaluated. Work performed under Task 400 will satisfy the following requirements of an Engineering Report under WAC 173-240-060:

- Degree of treatment required to meet applicable receiving water quality criteria.
- Document compliance with water quality standard outside authorized mixing zones.
- Detailed outfall and mixing zone analysis.

Except as noted under assumptions, Consultant will provide the following services for Task 400:

Subtask 410 – Discharge Alternatives and Performance Assessment

Due to their condition, the City has determined that neither the existing RBC outfall/diffuser nor the existing lagoon outfall/diffuser will meet future needs. This subtask will develop alternative diffuser sites and configurations, and then evaluate their effluent mixing and water quality impacts. This task will establish discharge alternatives (site location and diffuser configuration) for:

1. Outfall for RBC plant site in Oak Harbor (new or rehabilitated existing).
2. Outfall for an alternative site discharging to Oak Harbor or Crescent Harbor.

Subtask 411 – Outfall Inspections

Conduct visual inspections of the existing outfalls as required in Special Condition S11 of the NPDES permit. Both outfalls will be visually inspected and videotaped by experienced outfall design engineers. Rhodamine WT dye will be injected into the effluents to aid in locating and photographing the outfall and diffusers, and will also be used to detect leaks. The inspection will include the nearshore section of the RBC outfall that is being evaluated for a temporary repair. The results of the inspections will be presented in a written report and DVD video.

Subtask 412 – Outfall and Diffuser Alternatives

Establish alternative diffuser sites in both Oak Harbor and Crescent Harbor. For practical purposes related to aquatic land use authorizations, preference will be given to siting diffusers at the existing locations. Additional diffuser locations will be considered if there are cost or performance advantages. Up to three diffuser alternatives (length, number and spacing of diffuser ports) will be established at each site. Due to the history of sedimentation around the RBC diffuser, elastomeric duckbill check valves will be considered.

Develop three outfall alignment and profile options (RBC outfall replacement to Oak Harbor, alternate site to Oak Harbor, alternate site to Crescent Harbor). Existing aerial base mapping and NOAA bathymetry will be used for the base map. Establish head loss ranges for diffuser alternatives. Establish pipeline diameter necessary for peak effluent flows and available discharge head. Perform a preliminary assessment of the utility of the two existing outfalls, based on existing drawings and dive inspection reports/videos. For the RBC outfall, evaluate potential slip lining alternative. Based on hydraulic analysis determine the need for effluent pumping for each alternative.

Subtask 413 – Shellfish Harvesting Areas and Aquatic Land Lease Assessment

Assess shellfish closure zone restrictions and potential geoduck damage payments for existing outfalls based on existing shellfish closure zones that have been established for the City's outfalls by the Washington Department of Health (DOH), and payments that have been pursued

by the Department of Natural Resources (DNR) in other areas where outfalls interfere with commercial fishing harvests. Assess potential changes in the closure zones and resource payments as a function of treatment plant flow and treatment technology (e.g. activated sludge versus MBR effluent). Summarize benefits, negative impacts, and potential resource costs of various diffuser siting and treatment technology options. Coordinate analysis and conclusions with DOH shellfish program manager.

Subtask 414 – Mixing Zone Analysis and Water Quality Assessment

Prepare mixing zone studies for up to two (2) combinations of outfall location and design flows, to meet anticipated requirements for development of a future NPDES permit. The analysis will include:

- Determination of acute and chronic mixing zone dilution factors using the existing Ecology/EPA mixing zone models and receiving water data.
- Assessment of the "reasonable potential" to exceed water quality criteria beyond the mixing zone boundaries, which is a statistical test adopted by Ecology to assess the need for effluent limits in the NPDES permit.
- Determination of the potential effluent limitations for toxicants (e.g. ammonia, chlorine, metals) in future NPDES permits.
- Determine compliance with ambient temperature criteria at the mixing zone boundaries.
- Assessment of the potential to impact aquatic sediments using Ecology screening criteria for potential impacts and review of existing sediment data near outfalls.
- Assess potential future Whidbey Basin marine TMDL limitations for nutrient discharge.

Subtask 410 Assumptions:

1. Preliminary effluent flow rates (maximum month, maximum day, and peak instantaneous) and gravity head availability will be used to establish hydraulic capacity of existing outfalls.
2. An objective for Subtask 410 will be to provide outfall information and conclusions to support the wastewater facilities screening conducted in Task 200.

Subtask 420 – Final Outfall Analysis

Subtask 421 – Confirm Mixing, Water Quality, and Shellfish Models

Finalize the mixing zone modeling, water quality assessments, and shellfish closure zone evaluations (updated from the previous subtask) based on the final flow and treatment facility alternatives developed under Task 200.

Subtask 422 – Recommended Outfall Improvements

Develop preliminary recommendations for the upgrade or replacement of the existing outfalls. Data developed in the evaluation will include variations and combinations of design features for up to two (2) outfall options, including:

- Alignment and profile for each outfall option.
- Diffuser criteria for each outfall option (number and size of ports, spacing, and orientation).

- Hydraulic capacity for each outfall option (gravity and pumped as appropriate).
- Recommendations for repair or rehabilitation for existing outfalls (as appropriate).
- Shoreline construction requirements as appropriate for new or repair work.
- Pipeline materials, cathodic protection, anchoring, and construction methods.
- Recommendations for maintenance and prevention of siltation.
- Permitting overview.
- Opinions of probable construction cost.

Summarize the mixing zone analysis and recommended outfall improvements, and document results and recommendations in TM5 – Outfall Evaluation and Recommendations.

Subtask 420 Assumptions:

1. Subtask 420 will be conducted in parallel with the final wastewater treatment alternatives development and screening under Task 300.

Task 400 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
Outfall inspection report and DVD for both existing outfalls	410	November 2010
(1) Preliminary Draft TM5 – Outfall Evaluation and Recommendations	410	November 2010
(1) TM5 – Outfall Evaluation and Recommendations	420	February 2011

TASK 500 – REUSE OPPORTUNITIES

The objective of this task is to evaluate the feasibility of beneficially reusing treated effluent produced by the proposed alternative. Except as noted under assumptions, Consultant will provide the following services under Task 500:

Subtask 510 – Preliminary Effluent Reuse Assessment

Develop and evaluate potential alternatives for reuse of treated effluent, including groundwater recharge, seasonal irrigation supply (urban and agricultural), in-plant use, and wetlands habitat augmentation/creation. Based on current regulations, identify treatment and facilities requirements, estimate land requirements and permitting restrictions, and prepare capital, operating, and life cycle cost estimates for up to two (2) potential reuse scenarios. Document results in TM6 – Reuse Opportunities.

Subtask 510 Assumptions:

1. The City of Oak Harbor will provide hydrogeologic reports, aquifer testing results, construction details and water quality analyses results for their groundwater sources.
2. No field exploration or field reconnaissance will be completed for this task.

Subtask 520 – Reuse Alternatives Development

The authorization and scope of this subtask will be developed pending the results of Subtask 510, and the outcome of the final alternatives screening process. If authorized by the City's Project Manager, Budget for this Subtask will be reallocated from Task 900.

Task 500 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(1) TM6 – Reuse Opportunities	510	June 2011

TASK 600 – FACILITIES PLAN

The objective of this task is to amend the City's existing Comprehensive Sewer Plan and complete a Facilities Plan that includes all applicable sections outlined by WAC 173-240-060 and 40CFR 35.917-1. The Facilities Plan will be consistent with federal, state, and local regulations and policies, such as the Endangered Species Act (ESA), the Growth Management Act, the City of Oak Harbor Comprehensive Plan, and the amended City of Oak Harbor Comprehensive Sewer Plan. The Facilities Plan will be sufficiently complete so that plans and specifications can be developed without substantial changes. Except as noted under assumptions, Consultant will provide the following services under Task 600:

Subtask 610 – Comprehensive Sewer Plan Amendment

Review and amend the December 2008 Comprehensive Sewer Plan for Ecology approval. Prepare an amendment with new data and recommendations to provide consistency with the Facilities Plan. Deliver Draft Amendment to the City in electronic (PDF) and hard copy format. Ten (10) hard copies of the Draft Amendment will be provided. Following City review of the Draft Amendment, incorporate comments into an Agency Draft Amendment to be submitted to Ecology for review.

Subtask 610 Assumptions:

1. The December 2008 Comprehensive Sewer Plan has been approved by Ecology. Consultant will prepare a brief amendment reflecting the proposed alternative developed in the Facilities Plan, including: selected liquid/solids treatment process(s); facilities site(s); collection/conveyance improvements; outfall/reuse of treated effluent; project implementation plan; and updated financial plan.
2. The Comprehensive Sewer Plan Amendment will be reviewed with Ecology as a component of the Agency Draft Facilities Plan.
3. Environmental Documentation prepared for the Facilities Plan will satisfy requirements for amending the Comprehensive Sewer Plan.

Subtask 620 – Develop Draft Facilities Plan

Compile the findings and recommendations documented in the previously defined Scope of Services into a Draft Facilities Plan. The expected outline of the Facilities Plan is included as Attachment 3.

Subtask 621 – Final Proposed Alternative Development
Develop the final proposed alternative in sufficient detail to satisfy facilities planning requirements, including:

- Refine the recommended liquid and solid stream treatment alternative to establish preliminary facility layouts and footprints.
- Develop design data, sizing criteria, liquid and solids stream schematics, and an overall WWTP hydraulic profile that reflects the recommended upgrades.
- Prepare plant electrical facility needs including back-up power generation and plant-wide power distribution.
- Provide a preliminary I/O list for recommended improvements and recommendations for a system-wide SCADA system (treatment facility and collections system).
- Provide a summary of collection, conveyance, and outfall improvements.

Subtask 622 – Architectural Renderings
Providing select architectural drawings of the proposed alternative to establish building envelopes, edge conditions, and the architectural treatments. Refine/update the 3D model generated in Subtask 312 to establish building mass, roof lines, and edge conditions, and provide up to two (2) rendered views of the new facilities on the selected site. Architectural renderings will convey materials and finishes and the general theme of the plant as it relates to local design guidelines and site specific architectural context. Coordinate with process building layouts and refined landscaping plans, and prepare one (1) site plan to illustrate the proposed appearance of the site, showing general land forms, planting, plant entrance, and parking.

Subtask 623 – Implementation Plan
Prepare an implementation plan for the recommended alternative, including a project schedule, phasing plan, anticipated project cost for each phase, and expected cash expenditure for the improvements.

Subtask 624 – Financial Analysis
Evaluate potential capital funding sources to develop funding strategy alternatives for the City. Estimate timing associated with potential funding programs, discuss eligibility, and note anticipated or potential program changes.

Prepare a financial analysis showing the project costs, how the project can be funded, and the how the debt can be repaid over a 20-year period. Reflect anticipated increases in operation and maintenance (O&M) costs and growth in connections in the analysis, including the financial history of the sewer utility and current outstanding debt. Summarize results and prepare the financial analysis chapter of the Facilities Plan.

Subtask 625 – Draft Facilities Plan
Deliver Draft Facilities Plans to the City in electronic (PDF) and hard copy format. Ten (10) hard copies of the Draft Facilities Plan will be provided. Following City review of the Draft Facilities Plan, incorporate comments into an Agency Draft Facilities Plan to be submitted to Ecology for review.

Subtask 620 Assumptions:

1. The output of the City's recent utility rate study will be used as the base for identifying history, policies and comparing funding strategies.

2. Infiltration and inflow (I/I) must be addressed to satisfy Ecology requirements for a Facilities Plan. Consultant will evaluate I/I according to Ecology Publication No. 97-03, using flow data provided by the City. It is assumed that the analysis will conclude with a determination of "Non-Excessive I/I". Field investigation of I/I sources and an evaluation of projects to reduce I/I are not included in this Scope of Services.
3. The financial analysis will be prepared for selected alternative.

Subtask 630 – Respond to Agency Review Comments

Consolidate Agency review comments on the Facilities Plan and Comprehensive Sewer Plan Amendment, and prepare a response to each comment. Review comments and responses with the City and Ecology.

Subtask 630 Assumptions:

1. Ecology review of the Facilities Plan and Comprehensive Sewer Plan Amendment will be conducted concurrently with review and approval of Environmental Documents.
2. Agency review workshops conducted throughout the project are expected to result in a minimal number of comments and changes to the Facilities Plan and Comprehensive Sewer Plan Amendment.

Subtask 640 – Final Facilities Plan Development

Following review of the Agency Draft Facilities Plan and following approval of the Environmental Documents, incorporate Agency comments submit a Final Facilities Plan.

Subtask 640 Assumptions:

1. None.

Subtask 650 – Technical/Agency Review Workshops

Conduct Technical/Agency Review Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

Staff/Agency Review Workshop	Objectives
T5 – Draft Facilities Plan Review	Review Draft Facilities Plan
A1 – Agency Draft Facilities Plan Review	Review Amended Comprehensive Sewer Plan Review Agency Draft Facilities Plan
A2 – Review Comment Responses	Review Responses to Agency Comments

Subtask 650 Assumptions:

1. Technical Workshops will be held at City of Oak Harbor facilities.
2. Agency Review Workshops will be held at Ecology facilities in Bellevue.

3. Consultant Project Manager and required team members will attend workshops.
4. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

Task 600 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(10) Draft Comprehensive Sewer Plan Amendment (for City review)	610	January 2012
(10) Agency Draft Comprehensive Sewer Plan Amendment	610	January 2012
(1) Rendered Site Plan	620	November 2011
(4) 3D Renderings of Facilities	620	November 2011
(10) Draft Facilities Plan (for City review)	620	January 2012
(10) Agency Draft Facilities Plan	620	January 2012
(1) Potential Capital Funding Sources TM	620	November 2012
(1) Response to Agency Comments Log	630	June 2012
(10) Final Comprehensive Sewer Plan Amendment	640	July 2012
(10) Final Facilities Plan	640	July 2012
(2) Staff Workshop Materials, Agenda, Minutes	650	Per Workshop Schedule
(2) Agency Review Workshop Materials, Agenda	650	Per Workshop Schedule

TASK 700 – ENVIRONMENTAL REVIEW AND DOCUMENTATION

Multiple environmental approvals are required for approval of the wastewater facilities plan and the comprehensive sewer plan amendment. The preferred alternative will have differing documentation requirements, depending upon the facility site, outfall improvements, and conveyance components. The environmental review and documentation task has been developed to encompass as many of these potentially differing requirements within a single document as possible, but will require finalization as the team proceeds through the alternative screening and review process.

Task 700 includes environmental documentation according to the National Environment Policy Act (NEPA), with either the Environmental Protection Agency (EPA) or Department of Defense as the NEPA lead agency. NEPA will be triggered by the need for approvals or permits from the Navy, or a funding request from the US EPA. NEPA compliance would also be triggered by a Corps of Engineers permit. The NEPA document will be adopted by the City for State Environmental Policy Act (SEPA) compliance, and will be used by the City to meet State Environmental Review Process (SERP) documentation requirements associated with submission of the Facilities Plan. This will also meet requirements for potential State Revolving Fund applications in the future.

The NEPA document will be an Environmental Assessment (EA), and it is assumed that NEPA EA will receive a Finding of No Significant Impact (FONSI). Meeting this determination will require that significant impacts can be identified and mitigated or avoided. The City will adopt

the EA to meet their SEPA requirements; at this time, we are assuming this would be a Mitigated DNS, consistent with the FONSI.

The objective of this task is to prepare documentation to evaluate the environmental impacts of the recommended project. Information to be gathered or issues to be addressed includes:

- Soils/erosion, based on Geotechnical Reconnaissance.
- Air quality/odor, based on qualitative odor assessment.
- Water quality, based on anticipated water quality impacts, wetlands delineation and impacts, and ground water impacts.
- Floodplain/flood insurance, based on information from Federal Emergency Management Agency (FEMA) maps.
- Fish and wildlife, based on information on existing animals on the proposed plant site, potential discharge pipe alignments and potential outfall sites.
- Vegetation, based on information on existing vegetation on the proposed plant site, potential discharge pipe alignments and potential outfall sites.
- Environmental health (biosolids), based on information on the quality of biosolids and potential health impacts.
- Environmental health (reclaimed water), based on information on the quality of reclaimed water and potential health impacts.
- Environmental health (hazardous materials), based on a list of hazardous materials that will be stored or used on the WWTP site.
- Noise, based on a qualitative description of typical noise level at the plant during both construction and operation.
- Compatibility with surrounding land use, based on land use information provided by the City.
- Aesthetics, based on architectural drawings and landscaping plans to illustrate the proposed appearance of the site.
- Historical and archaeological resources.
- Transportation.
- Funding.

Except as noted under assumptions, Consultant will provide the following services under Task 700:

Subtask 710 – Environmental Services / NEPA/SEPA documentation

Prepare an environmental assessment in accordance with the NEPA, conduct the required environmental reviews and studies; and release required notices and documents. Develop text, figures, and sections required to assemble prepared environmental documents to meet NEPA. This effort will rely heavily on previous documents, including the Facility Plan, prepared for the project with site specific information obtained as part of Tasks 200 and 300. Information will be incorporated from other tasks and outside sources such as public involvement and the cultural/historic resources review. Agency correspondence will be conducted and documented in accordance with NEPA requirements. This document will be used to meet the environmental

documentation requirements for the Facilities Plan. This approach will be finalized with the City and the NEPA lead agency during the alternative selection process.

Subtask 710 Assumptions:

1. The Consultant will meet with the City of Oak Harbor to formalize the proposed environmental document approach, based on anticipated funding requests and other requirements. This scope and accompanying budget is based on the assumption that the City will be submitting a Facilities Plan and will prepare a NEPA EA to meet the requirements of SERP documentation.
2. The City will issue the appropriate SEPA review document. It is assumed that document will be a Mitigated DNS, in accordance with a Finding of No Significant Impact (FONSI) from the NEPA process. If significant impacts are identified during the NEPA EA that do not warrant a FONSI, it will be necessary to revisit the SEPA process.
3. SERP documentation will be covered by the NEPA document.
4. The NEPA documentation will incorporate the findings and results of the Public Outreach program.

Subtask 720 – Biological Assessment and Essential Fish Habitat (EFH)

Prepare a biological assessment (BA) for species listed as threatened or endangered under the federal ESA, including Puget Sound Chinook salmon and bull trout, and candidate species, including Coho salmon. The BA will be submitted to the federal action agency, which will in turn confer and consult with the National Marine Fisheries Service and the United States Fish and Wildlife Service (Services) under Section 7 of the ESA. The BA will address the recommended plan identified during Task 300 and described in the Facilities Plan. It is assumed that analysis of direct and indirect effects of development within the service area will largely utilize land area development projections developed by the City of Oak Harbor. The project may result in a "no effect" determination and consultation with the federal services would not be required. This will be determined during the initial steps of the project. Subtasks will include the following:

- Draft BA. Prepare a draft BA for review by the City and Carollo. Included activities involved in preparation of the BA are:
  - Communications with the National Marine Fisheries Service (NMFS), US Fish and Wildlife Service (USFWS), and Washington Department of Fish and Wildlife (WDFW), to obtain habitat and species information.
  - Review of the literature and published information for each Listed, Proposed, and Candidate species identified by USFWS and NMFS occurring within the project area. This task also includes a site visit and a review of reports that have already been prepared for this project or similar projects in the vicinity.
  - Preparation of an internal review draft document.
- Final BA. Prepare a final BA document incorporating the City's and Carollo's comments on the draft report for submittal by the City to the Department of Ecology.
- Consultation assistance. Following submittal of the BA, provide responses to comments on the document by the federal action agency) and the federal services (if appropriate) up to the hours indicated. It is assumed that Ecology will be serving as representative for EPA as the federal action agency for this project, in accordance with SERP it is assumed that Ecology will coordinate consultation with the federal services if required.

Formal consultation will not be required if there is a "No Effect" determination and EPA agrees with the determination.

- Attend at up to two meetings with Ecology and liaisons for both NMFS and USFWS during consultation.

Subtask 720 Assumptions:

1. Analysis of direct and indirect effects of development within the service area will largely utilize land area development projections developed by the City of Oak Harbor.
2. ESA consultation is typically coordinated through the federal action agency, anticipated in this case to be Ecology on behalf of the Environmental Protection Agency (EPA), as outlined in the SERP guidelines. The existing wetland report and geotechnical study are assumed to be sufficient for the purposes of the BA.
3. The BA will be conducted for the recommended alternative, with appropriate level of design detail provided by Carollo.
4. An Essential Fish Habitat Assessment (EFH) will be submitted and reviewed as a component of the BA.
5. The project action area includes all locations at which the proposed project could potentially impact ESA listed species or their critical habitat including locations distant from the project site.
6. The BA will be submitted to the federal action agency, which will in turn confer and consult with the National Marine Fisheries Service and the Services under Section 7 of the ESA.
7. Conclusion of the BA consultation process will be dictated by the timelines of the federal agency responses. Consultant will respond promptly to agency requests during the consultation process.
8. Ecology will be serving as representative for EPA as the federal action agency for this project, in accordance with SERP it is assumed that Ecology will coordinate consultation with the federal services if required. Formal consultation will not be required if there is a "No Effect" determination and EPA agrees with the determination.

Subtask 730 – Section 106 Compliance

Using Subtask 233 as a starting point, prepare a memorandum regarding historical and archaeological resources for inclusion in the Environmental Assessment. Prepare Section 106 consultation correspondence for signature of Federal lead agency.

Task 700 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(1) Draft and Final NEPA EA	710	July 2012
(1) Draft and Final BA or No Affect Letter (electronic and 6 hard copies)	720	July 2012
Draft and Final responses (electronic) to federal agency comments	720	July 2012

TASK 800 – PUBLIC PROCESS SUPPORT

The objective of this task is to support successful project implementation by proactively identifying and addressing public and stakeholder issues. As defined below, the City will lead public process activities for the Project, with significant support from the Consultant. Except as noted under assumptions, Consultant will provide the following services for Task 800:

Subtask 810 – Public Process Planning

Participate in two (2) meetings with the City to develop a project-specific public/stakeholder involvement plan (PIP) that meets NEPA, SERP, and SEPA requirements and that identifies the following:

- Target audiences and issues;
- Anticipated schedule of activities;
- Interrelationships and responsibilities; and
- Public involvement tools for each phase of the project.

Prepare a Draft PIP, review with the City, make revisions, and produce a final PIP. Participate in coordinating phone calls with City of Oak Harbor staff to provide strategic advice on public involvement and communications issues as they arise throughout the Project.

Subtask 810 Assumptions:

1. Consultant will update the PIP once during the project.

Subtask 820 – Stakeholder Workshop Facilitation

Assist the City in planning and conducting Stakeholder Workshop No. 1. Participate in a preparation session for the workshop. Prepare a workshop plan in advance that identifies goals, objectives, agenda, roles and responsibilities, and materials. Produce presentation materials, and develop draft and final agendas. Facilitate the Stakeholder Workshop and produce one (1) draft and one (1) final summary (minutes).

Assist the City in planning and conducting up to three (3) meetings with the U.S. Navy to communicate project status and obtain feedback. For each meeting, provide technical, financial, and environmental information to assist discussions facilitated by the City.

Subtask 820 Assumptions:

1. Stakeholder Workshop No. 1 will be held at City of Oak Harbor facilities.
2. The City will coordinate announcements for Stakeholder Workshop No. 1 and deliver workshop materials to attendees.
3. In addition to City staff, it is anticipated that Stakeholder Workshop No. 1 attendees will include representatives of NASWI Public Works, local community members, local Tribes, and permitting agencies (Ecology, DOH, DNR, and the Army Corps of Engineers).
4. Consultant Project Manager will attend Navy meetings and provide technical information. City staff will facilitate discussion and summarize action items.

Subtask 830 – Public Meeting Facilitation

Assist the City in planning and conducting Public Meetings, defined below. Participate in up one (1) preparation session for each meeting. Facilitate the Public Meetings and produce one (1) draft and one (1) final summary (minutes). For each meeting: arrange for suitable meeting locations; prepare meeting plans; produce presentation materials; develop sign in sheets and public comment forms; develop draft and final agendas; and develop draft and final meeting announcements/save the date notices.

Throughout the Project, develop and maintain a contact list of stakeholders and interested parties. Maintain a log of public comments received outside of the public meetings (via the website, emails to project team staff, phone calls, etc.), and responses to public inquiries as requested by the City.

Public Meeting	Objectives
P1 – Public Meeting No. 1	Communicate Project Purpose and Objectives Report Project Plan and Schedule Obtain Input on Decision Making Methodology Communicate Future Opportunities for Input
P2 – Public Meeting No. 2	Report Results of Alternatives Screening Obtain Input on Short Listed Alternatives (4)
P3 – Public Meeting No. 3	Obtain Input to Refine Proposed Alternative (1)

Subtask 830 Assumptions:

1. The City will arrange for meeting locations and facilities.
2. The City will publish announcements in the local paper and include notices of meetings on their website.
3. The City will pay for all costs related to mailings, including printing and postage.

Subtask 840 – Council/Committee Meeting Participation

Assist the City in planning and conducting Council/Committee Meetings, defined below. Prepare meeting objectives, agendas, roles and responsibilities, and presentation materials in advance of the meetings. Participate in up to one (1) preparation session for each meeting.

Council/Committee Meeting	Objectives
C1 – Council Committee Meeting No. 1	Report Progress Report Project Challenges and Opportunities
C2 – Council Workshop No. 1	Report Feedback from Stakeholders and Public Establish Decision Making Criteria Process (basic technical and environmental) Sites (policy considerations) Alternatives (TBL+ objectives)

C3 – Council Committee Meeting No. 2	Report Results of Alternative Screening Report Feedback from Stakeholders and Public Confirm Short Listed Alternatives (4)
C4 – Council Committee Meeting No. 3	Report/Obtain Input on Proposed Alternative (1)
C5 – Council Meeting No. 1	Confirm Proposed Alternative (1)
C6 – Council Meeting No. 2	Report Feedback from Public and Stakeholders Provide Overview of Draft Facilities Plan Confirm Draft Facilities Plan Submission to Ecology

Subtask 840 Assumptions:

1. Council/Committee Meetings will be held at City of Oak Harbor facilities.
2. The City will coordinate announcements for meetings and deliver meeting materials to attendees.
3. Consultant staff will lead/facilitate and provide information for discussion at Council Workshops.
4. Consultant Project Manager will attend City Council Committee Meetings/City Council Meetings, and assist City staff in presenting technical information.

Subtask 850 – Public/Stakeholder Involvement Product Development

In consultation with City of Oak Harbor staff, develop a project website and periodically update the website content. Prepare one (1) draft and one (1) final project brochure for informing the public about the background, goals, and specifics of the project.

Other options for products and activities, subject to Oak Harbor authorization and decisions from the Public Involvement Plan include:

- One additional or updated brochure, likely focused on the range of alternatives.
- In consultation with City of Oak Harbor staff, the Consultant may produce a segment for the City of Oak Harbor public access channel. It is intended that the Consultant will prepare a script and be involved in organizing and producing these segments, but assumed that the City will do the actual filming and production. Assume City staff would appear in the video segment.
- Consultant will assist with strategy and development of presentations for local community groups that City staff would make.

Task 850 Assumptions:

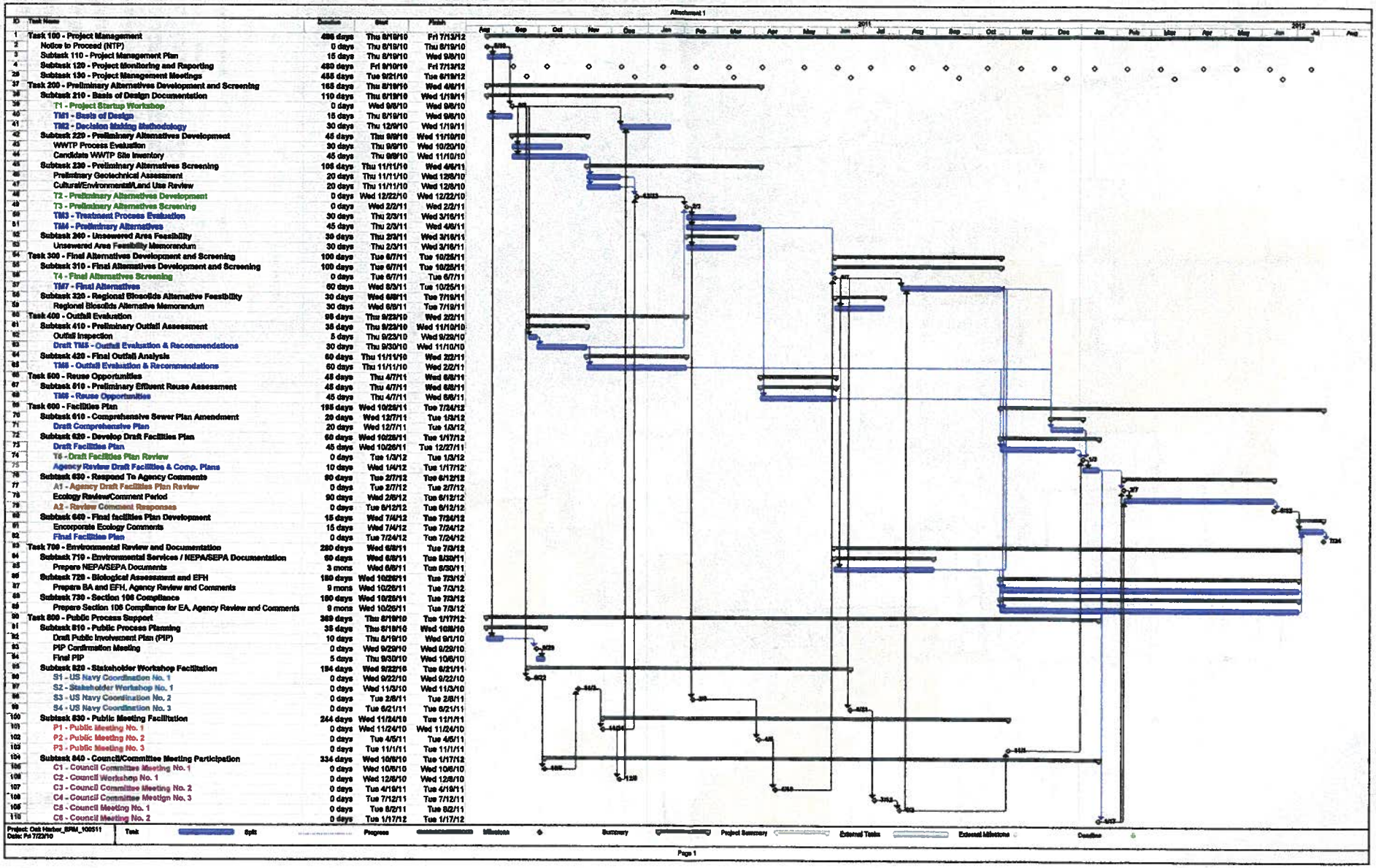
1. All written or web materials and communications products will be reviewed and approved by City of Oak Harbor staff/consultants.
2. The City will print and send materials to the public.
3. Public Access TV facilities and costs are paid by the City.

Task 800 Deliverables:

Deliverable	Subtask	Anticipated Delivery Date
(10) Stakeholder Interviews	810	October 2010
(1) Draft PIP	810	September 2010
(1) Final PIP	810	October 2010
(1) Stakeholder Workshop Plan, Agenda, Materials	820	November 2010
(3) Public Meeting Plan, Agenda, Materials	830	Per Public Meeting Schedule
(1) Council Workshop Plan, Agenda, Materials	840	December 2010
(5) Technical information/documents/presentations for City Council Committee/City Council Meetings	840	Per Council Committee/Council Meeting Schedule
(1) Project Website	850	November 2010
(12) Updates to Project Website	850	As Needed
(1) Project Brochure	850	March 2011
(1) Public Access TV Production Plan	850	As Needed

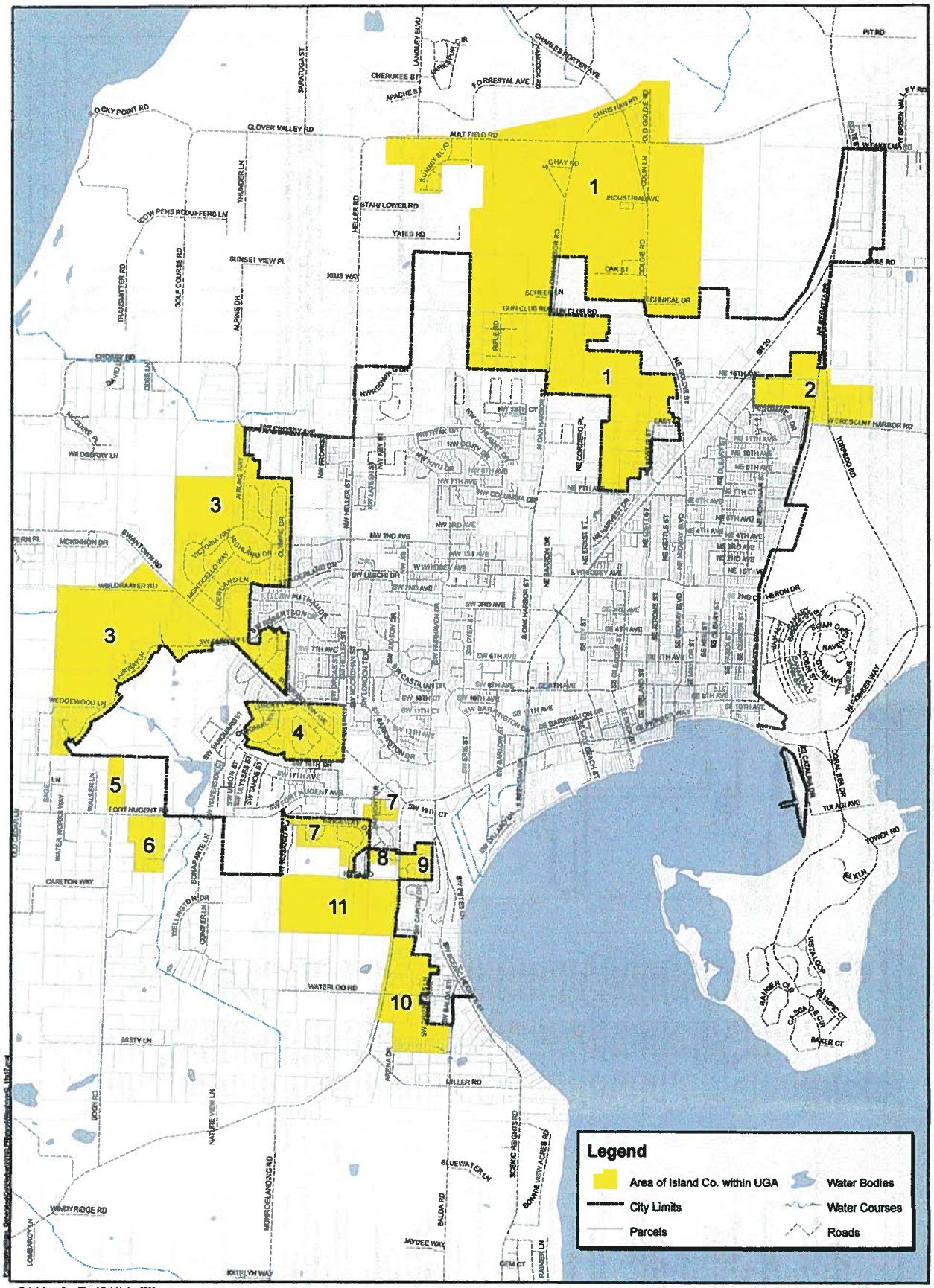
TASK 900 – MANAGEMENT RESERVE

This objective of this task is to provide additional engineering services throughout delivery of the Project (e.g. additional workshops, meetings, evaluations, etc.). Any work performed under this task will require prior written authorization from the City's Project Manager. Authorization will specify the requested scope of services and cost for the work, which will be reviewed, negotiated, and agreed upon by the Project Manager and Consultant prior to performing the work.



ID	Task Name	Duration	Start	Finish
1	Task 100 - Project Management	486 days	Thu 8/19/10	Fri 7/13/12
2	Notice to Proceed (NTP)	0 days	Thu 8/19/10	Thu 8/19/10
3	Subtask 110 - Project Management Plan	15 days	Thu 8/19/10	Wed 9/8/10
4	Subtask 120 - Project Monitoring and Reporting	480 days	Fri 8/19/10	Fri 7/13/12
36	Subtask 130 - Project Management Meetings	486 days	Tue 9/21/10	Tue 8/19/12
37	Task 200 - Preliminary Alternatives Development and Screening	165 days	Thu 8/19/10	Wed 4/6/11
38	Subtask 210 - Basis of Design Documentation	110 days	Thu 8/19/10	Wed 1/19/11
39	T1 - Project Startup Workshop	0 days	Wed 9/8/10	Wed 9/8/10
40	TM1 - Basis of Design	15 days	Thu 8/19/10	Wed 9/8/10
41	TM2 - Decision Making Methodology	30 days	Thu 12/9/10	Wed 1/19/11
42	Subtask 220 - Preliminary Alternatives Development	45 days	Thu 9/9/10	Wed 11/10/10
43	WWTP Process Evaluation	30 days	Thu 9/9/10	Wed 10/20/10
44	Candidate WWTP Site Inventory	45 days	Thu 9/9/10	Wed 11/10/10
45	Subtask 230 - Preliminary Alternatives Screening	108 days	Thu 11/11/10	Wed 4/6/11
46	Preliminary Geotechnical Assessment	20 days	Thu 11/11/10	Wed 12/8/10
47	Cultural/Environmental/Land Use Review	20 days	Thu 11/11/10	Wed 12/8/10
48	T2 - Preliminary Alternatives Development	0 days	Wed 12/22/10	Wed 12/22/10
49	T3 - Preliminary Alternatives Screening	0 days	Wed 2/2/11	Wed 2/2/11
50	TM3 - Treatment Process Evaluation	30 days	Thu 2/3/11	Wed 3/16/11
51	TM4 - Preliminary Alternatives	45 days	Thu 2/3/11	Wed 4/6/11
52	Subtask 240 - Unsewered Area Feasibility	30 days	Thu 2/3/11	Wed 3/16/11
53	Unsewered Area Feasibility Memorandum	30 days	Thu 2/3/11	Wed 3/16/11
54	Task 300 - Final Alternatives Development and Screening	100 days	Tue 6/7/11	Tue 10/25/11
55	Subtask 310 - Final Alternatives Development and Screening	100 days	Tue 6/7/11	Tue 10/25/11
56	T4 - Final Alternatives Screening	0 days	Tue 6/7/11	Tue 6/7/11
57	TM7 - Final Alternatives	60 days	Wed 8/3/11	Tue 10/25/11
58	Subtask 320 - Regional Biosolids Alternative Feasibility	30 days	Wed 6/8/11	Tue 7/19/11
59	Regional Biosolids Alternative Memorandum	30 days	Wed 6/8/11	Tue 7/19/11
60	Task 400 - Outfall Evaluation	98 days	Thu 9/23/10	Wed 2/2/11
61	Subtask 410 - Preliminary Outfall Assessment	38 days	Thu 9/23/10	Wed 11/10/10
62	Outfall Inspection	5 days	Thu 9/23/10	Wed 9/29/10
63	Draft TM5 - Outfall Evaluation & Recommendations	30 days	Thu 9/30/10	Wed 11/10/10
64	Subtask 420 - Final Outfall Analysis	60 days	Thu 11/11/10	Wed 2/2/11
65	TM8 - Outfall Evaluation & Recommendations	60 days	Thu 11/11/10	Wed 2/2/11
66	Task 500 - Reuse Opportunities	45 days	Thu 4/7/11	Wed 6/8/11
67	Subtask 510 - Preliminary Effluent Reuse Assessment	45 days	Thu 4/7/11	Wed 6/8/11
68	TM6 - Reuse Opportunities	45 days	Thu 4/7/11	Wed 6/8/11
69	Task 600 - Facilities Plan	195 days	Wed 10/26/11	Tue 7/24/12
70	Subtask 610 - Comprehensive Sewer Plan Amendment	20 days	Wed 12/7/11	Tue 1/3/12
71	Draft Comprehensive Plan	20 days	Wed 12/7/11	Tue 1/3/12
72	Subtask 620 - Develop Draft Facilities Plan	60 days	Wed 10/26/11	Tue 1/17/12
73	Draft Facilities Plan	45 days	Wed 10/26/11	Tue 12/27/11
74	T6 - Draft Facilities Plan Review	0 days	Tue 1/3/12	Tue 1/3/12
75	Agency Review Draft Facilities & Comp. Plans	10 days	Wed 1/4/12	Tue 1/17/12
76	Subtask 630 - Respond To Agency Comments	90 days	Tue 2/7/12	Tue 6/12/12
77	A1 - Agency Draft Facilities Plan Review	0 days	Tue 2/7/12	Tue 2/7/12
78	Ecology ReviewComment Period	90 days	Wed 2/8/12	Tue 6/12/12
79	A2 - Review Comment Responses	0 days	Tue 6/12/12	Tue 6/12/12
80	Subtask 640 - Final facilities Plan Development	15 days	Wed 7/4/12	Tue 7/24/12
81	Encorporate Ecology Comments	15 days	Wed 7/4/12	Tue 7/24/12
82	Final Facilities Plan	0 days	Tue 7/24/12	Tue 7/24/12
83	Task 700 - Environmental Review and Documentation	280 days	Wed 6/8/11	Tue 7/3/12
84	Subtask 710 - Environmental Services / NEPA/SEPA Documentation	60 days	Wed 6/8/11	Tue 8/30/11
85	Prepare NEPA/SEPA Documents	3 mons	Wed 6/8/11	Tue 8/30/11
86	Subtask 720 - Biological Assessment and EFH	180 days	Wed 10/26/11	Tue 7/3/12
87	Prepare BA and EFH, Agency Review and Comments	9 mons	Wed 10/26/11	Tue 7/3/12
88	Subtask 730 - Section 106 Compliance	180 days	Wed 10/26/11	Tue 7/3/12
89	Prepare Section 106 Compliance for EA, Agency Review and Comments	9 mons	Wed 10/26/11	Tue 7/3/12
90	Task 800 - Public Process Support	369 days	Thu 8/19/10	Tue 1/17/12
91	Subtask 810 - Public Process Planning	38 days	Thu 8/19/10	Wed 10/6/10
92	Draft Public Involvement Plan (PIP)	10 days	Thu 8/19/10	Wed 9/1/10
93	PIP Confirmation Meeting	0 days	Wed 9/29/10	Wed 9/29/10
94	Final PIP	5 days	Thu 9/30/10	Wed 10/6/10
95	Subtask 820 - Stakeholder Workshop Facilitation	194 days	Wed 9/22/10	Tue 6/21/11
96	S1 - US Navy Coordination No. 1	0 days	Wed 9/22/10	Wed 9/22/10
97	S2 - Stakeholder Workshop No. 1	0 days	Wed 11/3/10	Wed 11/3/10
98	S3 - US Navy Coordination No. 2	0 days	Tue 2/8/11	Tue 2/8/11
99	S4 - US Navy Coordination No. 3	0 days	Tue 6/21/11	Tue 6/21/11
100	Subtask 830 - Public Meeting Facilitation	244 days	Wed 11/24/10	Tue 11/1/11
101	P1 - Public Meeting No. 1	0 days	Wed 11/24/10	Wed 11/24/10
102	P2 - Public Meeting No. 2	0 days	Tue 4/5/11	Tue 4/5/11
103	P3 - Public Meeting No. 3	0 days	Tue 11/1/11	Tue 11/1/11
104	Subtask 840 - Council/Committee Meeting Participation	334 days	Wed 10/6/10	Tue 1/17/12
105	C1 - Council Committee Meeting No. 1	0 days	Wed 10/6/10	Wed 10/6/10
106	C2 - Council Workshop No. 1	0 days	Wed 12/8/10	Wed 12/8/10
107	C3 - Council Committee Meeting No. 2	0 days	Tue 4/19/11	Tue 4/19/11
108	C4 - Council Committee Meetign No. 3	0 days	Tue 7/12/11	Tue 7/12/11
109	C5 - Council Meeting No. 1	0 days	Tue 8/2/11	Tue 8/2/11
110	C6 - Council Meeting No. 2	0 days	Tue 1/17/12	Tue 1/17/12

W/O



Data Information: City of Oak Harbor 2003
This map is a geographic representation based on information available. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.

MAP DATE: MAY 27 2010

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CITY OF Oak Harbor
WHIDBEY ISLAND, WASHINGTON

Attachment 2
Area of Island County within Urban Growth Area
Oak Harbor - WWTP Facility Plan

ATTACHMENT 3

City of Oak Harbor

PRELIMINARY ENGINEERING AND FACILITIES PLAN

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City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
July 23, 2010
Level of Effort (Hours) Summary

WORK TASKS	Carollo	Subconsultants												Total Hours
		BHC	ESA Adolfson	Triangle Associates	Enviroissues	Michael Willis Architects	Cosmo. Engineering Group	Geo-Engineers	Bruce Dees and Associates	KI&A	Paragon Research	Certified Land Services	Surveyor	
TASK 100 - PROJECT MANAGEMENT	231	82	20	48	15	36	20	4	4	18	8	8	0	494
TASK 200 - PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING	686	573	64	24	0	113	0	58	0	24	62	178	0	1,782
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING	206	124	0	8	0	80	0	0	34	0	0	0	176	628
TASK 400 - OUTFALL EVALUTION	44	0	0	0	0	0	592	0	0	0	0	0	0	636
TASK 500 - REUSE OPPORTUNITIES	138	70	32	0	0	0	0	44	0	0	0	0	0	284
TASK 600 - FACILITIES PLAN	390	248	0	0	0	267	0	0	0	132	0	0	0	1,037
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION	30	0	443	0	0	0	0	0	0	0	67	0	0	540
TASK 800 - PUBLIC PROCESS SUPPORT	328	68	0	456	384	52	0	0	0	28	14	0	0	1,330
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL LABOR HOURS	2,053	1,165	559	536	399	548	612	106	38	202	161	186	176	6,732

Cost Summary

WORK TASKS	Carollo	Subconsultants												Total Cost
		BHC	ESA Adolfson	Triangle Associates	Enviroissues	Michael Willis Architects	Cosmo. Engineering Group	Geo-Engineers	Bruce Dees and Associates	KI&A	Paragon Research	Certified Land Services	Surveyor	
TASK 100 - PROJECT MANAGEMENT	$44,787	$17,660	$3,264	$8,963	$1,218	$4,471	$3,222	$868	$520	$2,160	$1,072	$831	$0	$87,034
TASK 200 - PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING	$127,197	$104,211	$9,886	$4,298	$0	$16,141	$0	$7,262	$0	$2,880	$8,330	$15,225	$0	$293,429
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING	$40,697	$22,605	$0	$1,433	$0	$9,408	$0	$0	$4,420	$0	$0	$0	$22,000	$100,562
TASK 400 - OUTFALL EVALUTION	$7,740	$0	$0	$0	$0	$0	$94,258	$0	$0	$0	$0	$0	$0	$101,997
TASK 500 - REUSE OPPORTUNITIES	$23,003	$13,492	$3,732	$0	$0	$0	$0	$5,984	$0	$0	$0	$0	$0	$46,211
TASK 600 - FACILITIES PLAN	$64,816	$42,110	$0	$0	$0	$30,393	$0	$0	$0	$16,840	$0	$0	$0	$154,159
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION	$5,320	$0	$52,069	$0	$0	$0	$0	$0	$0	$0	$7,292	$0	$0	$64,680
TASK 800 - PUBLIC PROCESS SUPPORT	$62,190	$15,881	$0	$46,364	$32,419	$9,331	$0	$0	$0	$3,360	$1,806	$0	$0	$171,151
TASK 900 - MANAGEMENT RESERVE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$50,000
SUBTOTAL COST	$375,749	$215,759	$68,951	$59,058	$33,637	$69,743	$97,480	$14,113	$4,940	$24,240	$16,500	$16,056	$22,000	$1,068,225
SUBCONSULTANT MARKUP (5% for all subconsultants except BHC)			$3,448	$2,953	$1,682	$3,487	$4,874	$706	$247	$1,212	$825	$803	$1,100	$21,336
TOTAL COST	$375,749	$215,759	$72,398	$62,010	$35,319	$73,231	$102,354	$14,818	$5,187	$25,452	$17,325	$16,858	$23,100	$1,089,561

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City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Carollo Level of Effort Estimate
July 23, 2010

WORK TASKS	Project Manager	QA/QC Team	Engineering Manager	Senior Engineer/ Process Analyst	Staff Engineer	CAD/ Graphics Technician	WP/ Admin. Support	Carollo Hours	Carollo DL Cost
Direct Labor (DL) Rates	$87	$77	$77	$55	$46	$31	$29		
TASK 100 - PROJECT MANAGEMENT									
Subtask 110 - Project Management Plan	12	40	8	0	16	4	12	92	$5,697
Subtask 120 - Project Monitoring and Reporting	40	0	0	0	12	0	15	67	$3,680
Subtask 130 - Project Management Meetings	16	0	8	0	8	0	0	32	$2,059
Subtask 140 - Project Team Website	8	0	0	0	16	0	16	40	$1,737
Task 100 Subtotal	76	40	16	0	52	4	43	231	$13,173
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING									
Subtask 210 - Basis of Design Documentation	4	0	20	12	32	0	16	84	$4,391
Subtask 220 - Preliminary Alternatives Development	20	0	68	44	124	24	16	296	$15,857
Subtask 230 - Preliminary Alternatives Screening	22	0	24	0	44	0	8	98	$5,575
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	0	0	0	0	$0
Subtask 250 - Technical Workshops	64	0	40	0	84	16	24	208	$11,506
Task 200 Subtotal	110	0	152	56	284	40	64	686	$37,330
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING									
Subtask 310 - Final Alternatives Development and Screening	22	0	36	0	62	6	0	126	$7,275
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	0	0	0	0	$0
Subtask 330 - Technical Workshops	20	0	24	0	28	0	8	80	$4,706
Task 300 Subtotal	42	0	60	0	90	6	8	206	$11,981
TASK 400 - OUTFALL EVALUTION									
Subtask 410 - Preliminary Outfall Assessment	4	0	2	0	8	0	0	14	$790
Subtask 420 - Final Outfall Assessment	8	0	2	0	12	0	8	30	$1,475
Task 400 Subtotal	12	0	4	0	20	0	8	44	$2,265
TASK 500 - REUSE OPPORTUNITIES									
Subtask 510 - Preliminary Effluent Reuse Assessment	8	0	24	0	72	24	10	138	$6,712
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	0	0	0	$0
Task 500 Subtotal	8	0	24	0	72	24	10	138	$6,712
TASK 600 - FACILITIES PLAN									
Subtask 610 - Comprehensive Sewer Plan Amendment	8	0	4	0	20	4	24	60	$2,583
Subtask 620 - Develop Draft Facilities Plan	20	0	36	16	84	12	38	206	$10,308
Subtask 630 - Respond to Agency Review Comments	4	0	4	0	24	0	8	40	$1,910
Subtask 640 - Final Facilities Plan Development	4	0	4	0	12	8	16	44	$1,837
Subtask 650 - Technical/Agency Review Workshops	12	0	8	0	16	0	4	40	$2,273
Task 600 Subtotal	48	0	56	16	156	24	90	390	$18,910
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION									
Subtask 710 - Environmental Services / NEPA/SEPA documentation	4	0	0	0	6	0	2	12	$803
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	2	0	0	0	6	0	0	8	$410
Subtask 730 - Section 106 Compliance	4	0	0	0	8	0	0	10	$545
Task 700 Subtotal	10	0	0	0	18	0	2	30	$1,858
TASK 800 - PUBLIC PROCESS SUPPORT									
Subtask 810 - Public Process Planning	8	0	0	0	0	0	0	8	$539
Subtask 820 - Stakeholder Workshop Facilitation	24	0	8	0	24	0	8	64	$3,564
Subtask 830 - Public Meeting Facilitation	48	0	0	0	48	0	8	104	$5,668
Subtask 840 - Council/Committee Meeting Facilitation	48	0	16	0	42	0	8	114	$6,621
Subtask 850 - Public/Stakeholder Involvement Product Development	8	0	4	0	16	6	4	38	$1,880
Task 800 Subtotal	136	0	28	0	130	6	28	328	$18,272
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	0	0	0	0	$0
Task 900 Subtotal	0	0	0	0	0	0	0	0	$0
TOTAL LABOR HOURS	442	40	340	72	802	104	253	2,053	
TOTAL DL COST	$29,773	$3,070	$26,098	$3,925	$36,804	$3,194	$7,337		$110,201

CAROLLO BASIS OF ESTIMATED COST	
LABOR AND FEE	
Direct Labor (DL)	$110,201
Indirect Costs (ID) at 1.85	$203,872
Fixed Fee 12% (DL + ID)	$37,669
SUBTOTAL LABOR AND FEE	$351,762
OTHER EXPENSES	
Other Direct Costs (Estimated at 5% of DL) (1)	$5,510
Project Equipment and Communications ($9/hr)	$18,477
SUBTOTAL OTHER EXPENSES	$23,987
TOTAL ESTIMATED COST	$376,749

(1) Other Direct Costs include:

Travel and Subsistence	At Cost
Mileage Charge per Mile	IRS Rate
Reproduction Materials and Expenses	At Cost

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City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
BHC Level of Effort Estimate
July 23, 2010

WORK TASKS	QA/QC Team	Engineering Manager	Design Lead	Senior Engineer	Staff Engineer	CADD Graphics Technician	WP/ Admin. Support	BHC Hours	BHC Labor Costs	Expenses	BHC Total Costs
Hourly Billing Rates	$225	$200	$190	$175	$115	$130	$85				
TASK 100 - PROJECT MANAGEMENT											
Subtask 110 - Project Management Plan	24	8	0	0	0	0	0	32	$7,000	$179	$7,179
Subtask 120 - Project Monitoring and Reporting	0	32	0	0	0	0	0	32	$6,400	$179	$6,579
Subtask 130 - Project Management Meetings	8	10	0	0	0	0	0	18	$3,800	$101	$3,901
Subtask 140 - Project Team Website	0	0	0	0	0	0	0	0	$0	$0	$0
Task 100 Subtotal	32	50	0	0	0	0	0	82	$17,200	$460	$17,660
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING											
Subtask 210 - Basis of Design Documentation	0	25	0	0	0	0	0	25	$5,000	$140	$5,140
Subtask 220 - Preliminary Alternatives Development	0	48	192	24	0	32	32	328	$57,160	$1,838	$58,998
Subtask 230 - Preliminary Alternatives Screening	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	24	80	0	40	40	16	0	180	$31,080	$1,009	$32,089
Subtask 250 - Technical Workshops	0	16	24	0	0	0	0	40	$7,760	$224	$7,984
Task 200 Subtotal	24	149	216	64	40	48	32	573	$101,000	$3,211	$104,211
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING											
Subtask 310 - Final Alternatives Development and Screening	0	10	0	0	10	20	0	40	$5,750	$224	$5,974
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	40	0	0	0	0	40	$7,600	$224	$7,824
Subtask 330 - Technical Workshops	0	20	24	0	0	0	0	44	$8,560	$247	$8,807
Task 300 Subtotal	0	30	64	0	10	20	0	124	$21,910	$695	$22,605
TASK 400 - OUTFALL EVALUTION											
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES											
Subtask 510 - Preliminary Effluent Reuse Assessment	0	10	40	20	0	0	0	70	$13,100	$392	$13,492
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	0	0	0	$0	$0	$0
Task 500 Subtotal	0	10	40	20	0	0	0	70	$13,100	$392	$13,492
TASK 600 - FACILITIES PLAN											
Subtask 610 - Comprehensive Sewer Plan Amendment	0	40	0	0	40	16	0	96	$14,680	$538	$15,218
Subtask 620 - Develop Draft Facilities Plan	0	12	36	36	0	16	16	116	$18,980	$650	$19,630
Subtask 630 - Respond to Agency Review Comments	0	8	4	4	0	0	0	16	$3,060	$90	$3,150
Subtask 640 - Final Facilities Plan Development	0	10	0	0	0	0	0	10	$2,000	$56	$2,056
Subtask 650 - Technical/Agency Review Workshops	0	10	0	0	0	0	0	10	$2,000	$56	$2,056
Task 600 Subtotal	0	80	40	40	40	32	16	248	$40,720	$1,390	$42,110
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION											
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	0	0	0	0	0	0	$0	$0	$0
Task 700 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT											
Subtask 810 - Public Process Planning	16	0	0	0	0	0	0	16	$3,600	$90	$3,690
Subtask 820 - Stakeholder Workshop Facilitation	12	0	0	0	0	0	0	12	$2,700	$67	$2,767
Subtask 830 - Public Meeting Facilitation	16	0	0	0	0	0	0	16	$3,600	$90	$3,690
Subtask 840 - Council/Committee Meeting Facilitation	24	0	0	0	0	0	0	24	$5,400	$135	$5,535
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	0	0	0	0	0	0	$0	$0	$0
Task 800 Subtotal	68	0	0	0	0	0	0	68	$15,300	$381	$15,681
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	0	0	0	0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	124	319	360	124	90	100	48	1,165			
TOTAL COSTS	$27,900	$63,800	$68,400	$21,700	$10,350	$13,000	$4,080		$209,230	$6,829	$216,759

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City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
ESA Adolfson Level of Effort Estimate
July 23, 2010

WORK TASKS	Project Manager	Lead Planner	Lead Scientist	Staff Scientist/ Planner	Project Admin	CADD/ Graphics Technician	Graphics GIS	ESA Hours	ESA Labor Costs	Expenses	ESA Total Costs
Hourly Billing Rates	$190	$123	$123	$88	$75	$120	$89				
TASK 100 - PROJECT MANAGEMENT											
Subtask 110 - Project Management Plan	4	0	0	0	0	0	0	4	$760	$0	$760
Subtask 120 - Project Monitoring and Reporting	8	8	0	0	0	0	0	16	$2,504	$0	$2,504
Subtask 130 - Project Management Meetings	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	0	0	0	0	0	0	$0	$0	$0
Task 100 Subtotal	12	8	0	0	0	0	0	20	$3,264	$0	$3,264
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING											
Subtask 210 - Basis of Design Documentation	0	0	0	0	0	0	0	0	$0	0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	22	20	16	0	4	0	2	64	$9,086	$800	$9,886
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	0	0	0	0	0	0	0	0	$0	$0	$0
Task 200 Subtotal	22	20	16	0	4	0	2	64	$9,086	$800	$9,886
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING											
Subtask 310 - Final Alternatives Development and Screening	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	0	0	0	0	0	0	$0	$0	$0
Task 300 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 400 - OUTFALL EVALUTION											
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES											
Subtask 510 - Preliminary Effluent Reuse Assessment	4	16	0	8	4	0	0	32	$5,732	$0	$5,732
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	0	0	0	$0	$0	$0
Task 500 Subtotal	4	16	0	8	4	0	0	32	$5,732	$0	$5,732
TASK 600 - FACILITIES PLAN											
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	0	0	0	0	$0	$0	$0
Task 600 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION											
Subtask 710 - Environmental Services / NEPA/SEPA documentation	20	76	24	34	28	12	6	198	$23,015	$800	$23,815
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	15	24	86	84	10	20	6	245	$27,455	$800	$28,255
Subtask 730 - Section 106 Compliance	0	0	0	0	0	0	0	0	$0	$0	$0
Task 700 Subtotal	35	100	110	118	38	32	12	443	$50,469	$1,600	$52,069
TASK 800 - PUBLIC PROCESS SUPPORT											
Subtask 810 - Public Process Planning	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	0	0	0	0	0	0	$0	$0	$0
Task 800 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	0	0	0	0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	73	144	126	128	44	32	14	559			
TOTAL COST	$13,870	$17,712	$15,498	$11,088	$3,300	$3,840	$1,243		$66,551	$2,400	$68,951

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Triangle and Associates Level of Effort Estimate
July 23, 2010

WORK TASKS	Bob Wheeler	Ellen Blair	Project Associate	Dennis Foster	Triangle Hours	Triangle Labor Costs	Expenses	Triangle Total Costs
Hourly Billing Rates	$179	$82	$87	$128				
TASK 100 - PROJECT MANAGEMENT								
Subtask 110 - Project Management Plan	0	0	0	0	0	$0	$0	$0
Subtask 120 - Project Monitoring and Reporting	4	0	0	24	28	$3,792	$0	$3,792
Subtask 130 - Project Management Meetings	8	0	0	12	20	$2,971	$200	$3,171
Subtask 140 - Project Team Website	0	0	0	0	0	$0	$0	$0
Task 100 Subtotal	12	0	0	36	48	$6,763	$200	$6,963
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING								
Subtask 210 - Basis of Design Documentation	0	0	0	0	0	$0	0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	0	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	0	0	0	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	24	0	0	0	24	$4,298	$0	$4,298
Task 200 Subtotal	24	0	0	0	24	$4,298	$0	$4,298
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING								
Subtask 310 - Final Alternatives Development and Screening	0	0	0	0	0	$0	$0	$0
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	8	0	0	0	8	$1,433	$0	$1,433
Task 300 Subtotal	8	0	0	0	8	$1,433	$0	$1,433
TASK 400 - OUTFALL EVALUTION								
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES								
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	0	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	$0	$0	$0
Task 500 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN								
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	0	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	0	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	0	$0	$0	$0
Task 600 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION								
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	0	0	0	$0	$0	$0
Task 700 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT								
Subtask 810 - Public Process Planning	24	42	60	0	126	$11,729	$125	$11,854
Subtask 820 - Stakeholder Workshop Facilitation	24	0	60	0	84	$8,295	$500	$8,795
Subtask 830 - Public Meeting Facilitation	20	0	20	0	40	$4,914	$300	$5,214
Subtask 840 - Council/Committee Meeting Facilitation	16	0	0	0	16	$2,865	$100	$2,965
Subtask 850 - Public/Stakeholder Involvement Product Development	20	70	100	0	190	$15,967	$1,570	$17,537
Task 800 Subtotal	104	112	240	0	456	$43,769	$2,595	$46,364
TASK 900 - MANAGEMENT RESERVE	0	0	0		0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	148	112	240	36	536			
TOTAL COST	$26,504	$9,158	$15,966	$4,614		$56,263	$2,795	$59,058

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City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
EnviroIssues Level of Effort Estimate
July 23, 2010

WORK TASKS	Erin Taylor	Katie Fredlund	Amanda Cox	Lisa Roeser	EnviroIssues Hours	EnviroIssues Labor Costs	Expenses	EnviroIssues Total Costs
Hourly Billing Rates	$114	$73	$53	$95				
TASK 100 - PROJECT MANAGEMENT								
Subtask 110 - Project Management Plan	0	0	0	0	0	$0	$0	$0
Subtask 120 - Project Monitoring and Reporting	3	12	0	0	15	$1,218	$0	$1,218
Subtask 130 - Project Management Meetings	0	0	0	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	0	0	0	$0	$0	$0
Task 100 Subtotal	3	12	0	0	15	$1,218	$0	$1,218
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING								
Subtask 210 - Basis of Design Documentation	0	0	0	0	0	$0	0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	0	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	0	0	0	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	0	0	0	0	0	$0	$0	$0
Task 200 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING								
Subtask 310 - Final Alternatives Development and Screening	0	0	0	0	0	$0	$0	$0
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	0	0	0	$0	$0	$0
Task 300 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 400 - OUTFALL EVALUTION								
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES								
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	0	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	$0	$0	$0
Task 500 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN								
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	0	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	0	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	0	$0	$0	$0
Task 600 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION								
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	0	0	0	$0	$0	$0
Task 700 Subtotal	0	0	0	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT								
Subtask 810 - Public Process Planning	0	0	0	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	0	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	62	107	146	27	342	$25,182	$3,254	$28,436
Subtask 840 - Council/Committee Meeting Facilitation	0	0	0	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	21	21	0	0	42	$3,983	$0	$3,983
Task 800 Subtotal	83	128	146	27	384	$29,165	$3,254	$32,419
TASK 900 - MANAGEMENT RESERVE	0	0	0		0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	86	140	146	27	399			
TOTAL COST	$9,860	$10,220	$7,738	$2,565		$30,383	$3,254	$33,637

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Michael Willis Architects Level of Effort Estimate
July 23, 2010

WORK TASKS	QA/QC Architect	Principal	Staff Architect	CAD/ Graphics Technician	WP/ Admin. Support	MWA Hours	MWA Labor Costs	Expenses	MWA Total Costs
Hourly Billing Rates	$140	$175	$110	$85	$75				
TASK 100 - PROJECT MANAGEMENT									
Subtask 110 - Project Management Plan	0	4	0	0	0	4	$700	$25	$725
Subtask 120 - Project Monitoring and Reporting	0	8	12	0	12	32	$3,620	$127	$3,747
Subtask 130 - Project Management Meetings	0	0	0	0	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	0	0	0	0	$0	$0	$0
									$0
Task 100 Subtotal	0	12	12	0	12	36	$4,320	$151	$4,471
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING									
Subtask 210 - Basis of Design Documentation	0	10	2	0	1	13	$2,045	$72	$2,117
Subtask 220 - Preliminary Alternatives Development	0	31	60	0	9	100	$12,700	$1,324	$14,024
Subtask 230 - Preliminary Alternatives Screening	0	0	0	0	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	0	0	0	0	0	0	$0	$0	$0
Task 200 Subtotal	0	41	62	0	10	113	$14,745	$1,396	$16,141
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING									
Subtask 310 - Final Alternatives Development and Screening	2	20	16	40	2	80	$9,090	$318	$9,408
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	0	0	0	0	$0	$0	$0
Task 300 Subtotal	2	20	16	40	2	80	$9,090	$318	$9,408
TASK 400 - OUTFALL EVALUTION									
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES									
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	0	0	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	0	$0	$0	$0
Task 500 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN									
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	10	24	48	104	1	187	$19,795	$693	$20,488
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	16	52	0	12	80	$9,420	$488	$9,905
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	0	0	$0	$0	$0
Task 600 Subtotal	10	40	100	104	13	267	$29,215	$1,178	$30,393
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION									
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	0	0	0	0	$0	$0	$0
Task 700 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT									
Subtask 810 - Public Process Planning	0	0	0	0	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	0	0	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	26	16	8	2	52	$7,140	$2,191	$9,331
Subtask 840 - Council/Committee Meeting Facilitation	0	0	0	0	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	0	0	0	0	$0	$0	$0
Task 800 Subtotal	0	26	16	8	2	52	$7,140	2,191	$9,331
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	0	0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	12	139	206	152	39	548			
TOTAL COST	$1,680	$24,325	$22,660	$12,920	$2,925		$64,510	$5,233	$69,743

City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Cosmopolitan Engineering Group Level of Effort Estimate
July 23, 2010

WORK TASKS	Principal / Sr. Eng	Engineer III	WP/CAD	Cosmo. Hours	Cosmo. Labor Costs	Expenses	Cosmo. Total Costs
Hourly Billing Rates	$181	$132	$110				
TASK 100 - PROJECT MANAGEMENT							
Subtask 110 - Project Management Plan	4	0	0	4	$722	$0	$722
Subtask 120 - Project Monitoring and Reporting	8	8	0	16	$2,500	$0	$2,500
Subtask 130 - Project Management Meetings	0	0	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	0	0	$0	$0	$0
Task 100 Subtotal	12	8	0	20	$3,222	$0	$3,222
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING							
Subtask 210 - Basis of Design Documentation	0	0	0	0	$0	0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	0	0	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	$0	$0	$0
Subtask 250 - Staff Workshops	0	0	0	0	$0	$0	$0
Task 200 Subtotal	0	0	0	0	$0	$0	$0
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING							$0
Subtask 310 - Final Alternatives Development and Screening	0	0	0	0	$0	$0	$0
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	0	0	$0	$0	$0
Task 300 Subtotal	0	0	0	0	$0	$0	$0
TASK 400 - OUTFALL EVALUTION							
Subtask 410 - Preliminary Outfall Assessment	104	200	56	360	$51,338	$10,824	$62,162
Subtask 420 - Final Outfall Assessment	52	132	48	232	$32,095	$0	$32,095
Task 400 Subtotal	156	332	104	592	$83,434	$10,824	$94,258
TASK 500 - REUSE OPPORTUNITIES							
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	0	0	$0	$0	$0
Task 500 Subtotal	0	0	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN							
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	$0	$0	$0
Task 600 Subtotal	0	0	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION							
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	0	0	$0	$0	$0
Task 700 Subtotal	0	0	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT							
Subtask 810 - Public Process Planning	0	0	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	0	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	0	0	$0	$0	$0
Task 800 Subtotal	0	0	0	0	$0	$0	$0
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	168	340	104	612			
TOTAL COST	$30,341	$44,849	$11,466		$86,656	$10,824	$97,480

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City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
GeoEngineers Level of Effort Estimate
July 23, 2010

WORK TASKS	Principal	Senior Engineer	Engineer 2	Staff 3 Eng	Staff 2 Sci	CAD/GIS	Admin 2	GeoEng Hours	GeoEng Labor Costs	Expenses	GeoEng Total Costs
Hourly Billing Rates	$217	$180	$121	$101	$78	$88	$66				
TASK 100 - PROJECT MANAGEMENT											
Subtask 110 - Project Management Plan	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 120 - Project Monitoring and Reporting	4	0	0	0	0	0	0	4	$868	$0	$868
Subtask 130 - Project Management Meetings	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	0	0	0	0	0	0	$0	$0	$0
Task 100 Subtotal	4	0	0	0	0	0	0	4	$868	$0	$868
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING											
Subtask 210 - Basis of Design Documentation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	4	0	30	14	0	2	8	58	$6,607	$655	$7,262
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	0	0	0	0	0	0	0	0	$0	$0	$0
Task 200 Subtotal	4	0	30	14	0	2	8	58	$6,607	$655	$7,262
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING											
Subtask 310 - Final Alternatives Development and Screening	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	0	0	0	0	0	0	$0	$0	$0
Task 300 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 400 - OUTFALL EVALUTION											
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES											
Subtask 510 - Preliminary Effluent Reuse Assessment	2	26	0	0	6	4	4	44	$5,984	$0	$5,984
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	0	0	0	$0	$0	$0
Task 500 Subtotal	2	26	0	0	6	4	4	44	$5,984	$0	$5,984
TASK 600 - FACILITIES PLAN											
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	0	0	0	0	$0	$0	$0
Task 600 Subtotal	0	0	0	0	0	0	0	0	$0		$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION											
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	0	0	0	0	0	0	$0	$0	$0
Task 700 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT											
Subtask 810 - Public Process Planning	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	0	0	0	0	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	0	0	0	0	0	0	$0	$0	$0
Task 800 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	0	0	0	0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	10	26	30	14	6	6	12	106			
TOTAL COST	$2,166	$4,458	$3,624	$1,414	$468	$530	$790		$13,458	$655	$14,113

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City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Paragon Research Level of Effort Estimate
July 23, 2010

WORK TASKS	Project Manager	Senior Archaeol.	Senior Researcher	Archaeol.	Admin. / Graphics	Paragon Hours	Paragon Labor Costs	Expenses	Paragon Total Costs
Hourly Billing Rates	$134	$114	$104	$91	$74				
TASK 100 - PROJECT MANAGEMENT									
Subtask 110 - Project Management Plan	0	0	0	0	0	0	$0	$0	$0
Subtask 120 - Project Monitoring and Reporting	8	0	0	0	0	8	$1,072	$0	$1,072
Subtask 130 - Project Management Meetings	0	0	0	0	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	0	0	0	0	$0	$0	$0
Task 100 Subtotal	8	0	0	0		8	$1,072	$0	$1,072
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING									
Subtask 210 - Basis of Design Documentation	0	0	0	0	0	0	$0	$0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	0	0	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	2	0	38	20	2	62	$6,230	$100	$6,330
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	0	0	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	0	0	0	0	0	0	$0	$0	$0
Task 200 Subtotal	2	0	38	20	2	62	$6,230	$100	$6,330
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING									
Subtask 310 - Final Alternatives Development and Screening	0	0	0	0	0	0	$0	$0	$0
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	0	0	0	0	$0	$0	$0
Task 300 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 400 - OUTFALL EVALUTION									
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES									
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	0	0	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	0	0	0	0	$0	$0	$0
Task 500 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN									$0
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	0	0	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	0	0	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	0	0	$0	$0	$0
Task 600 Subtotal	0	0	0	0	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION									
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	20	0	29	12	6	67	$7,242	$50	$7,292
Task 700 Subtotal	20	0	29	12	6	67	$7,242	$50	$7,292
TASK 800 - PUBLIC PROCESS SUPPORT									
Subtask 810 - Public Process Planning	12	0	0	0	2	14	$1,756	$50	$1,806
Subtask 820 - Stakeholder Workshop Facilitation	0	0	0	0	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	0	0	0	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	0	0	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	0	0	0	0	$0	$0	$0
Task 800 Subtotal	12	0	0	0	2	14	$1,756	$50	$1,806
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	0	0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	42	0	67	32	10	151			
TOTAL COST	$5,628	$0	$7,036	$2,896	$740		$16,300	$200	$16,500

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City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Bruce Dees Level of Effort Estimate
July 23, 2010

WORK TASKS	Landscape Architect	Bruce Dees Hours	Bruce Dees Labor Costs	Expenses	Bruce Dees Total Costs
Hourly Billing Rates	$130				
TASK 100 - PROJECT MANAGEMENT					
Subtask 110 - Project Management Plan	0	0	$0	$0	$0
Subtask 120 - Project Monitoring and Reporting	4	4	$520	$0	$520
Subtask 130 - Project Management Meetings	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	$0	$0	$0
Task 100 Subtotal	4	4	$520	$0	$520
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING					
Subtask 210 - Basis of Design Documentation	0	0	$0	$0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	0	0	$0	$0	$0
Task 200 Subtotal	0	0	$0	$0	$0
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING					
Subtask 310 - Final Alternatives Development and Screening	34	34	$4,420	$0	$4,420
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	$0	$0	$0
Task 300 Subtotal	34	34	$4,420	$0	$4,420
TASK 400 - OUTFALL EVALUTION					
Subtask 410 - Preliminary Outfall Assessment	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	$0	$0	$0
Task 400 Subtotal	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES					
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	$0	$0	$0
Task 500 Subtotal	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN					
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	$0	$0	$0
Task 600 Subtotal	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION					
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	$0	$0	$0
Task 700 Subtotal	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT					
Subtask 810 - Public Process Planning	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	$0	$0	$0
Task 800 Subtotal	0	0	$0	$0	$0
TASK 900 - MANAGEMENT RESERVE	0	0	$0	$0	$0
Task 900 Subtotal	0	0	$0	$0	$0
TOTAL LABOR HOURS	38	38			
TOTAL COST			$4,940	$0	$4,940

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City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Katy Isaksen and Associates Level of Effort Estimate
July 23, 2010

WORK TASKS	Project Manager	KIA Hours	KIA Labor Costs	Expenses	KIA Total Costs
Hourly Billing Rates	$120				
TASK 100 - PROJECT MANAGEMENT					
Subtask 110 - Project Management Plan	0	0	$0	$0	$0
Subtask 120 - Project Monitoring and Reporting	12	12	$1,440	$0	$1,440
Subtask 130 - Project Management Meetings	6	6	$720	$0	$720
Subtask 140 - Project Team Website	0	0	$0	$0	$0
Task 100 Subtotal	18	18	$2,160	$0	$2,160
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING					
Subtask 210 - Basis of Design Documentation	0	0	$0	$0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	24	24	$2,880	$0	$2,880
Subtask 250 - Technical Workshops	0	0	$0	$0	$0
Task 200 Subtotal	24	24	$2,880	$0	$2,880
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING					
Subtask 310 - Final Alternatives Development and Screening	0	0	$0	$0	$0
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	$0	$0	$0
Task 300 Subtotal	0	0	0	0	$0
TASK 400 - OUTFALL EVALUTION					
Subtask 410 - Preliminary Outfall Assessment	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	$0	$0	$0
Task 400 Subtotal	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES					
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	$0	$0	$0
		0		$0	$0
Task 500 Subtotal	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN					
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	132	132	$15,840	$0	$15,840
Subtask 630 - Respond to Agency Review Comments	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	$0	$0	$0
Task 600 Subtotal	132	132	$15,840	$0	$15,840
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION					
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	$0	$0	$0
Task 700 Subtotal	0	0	0	0	$0
TASK 800 - PUBLIC PROCESS SUPPORT					
Subtask 810 - Public Process Planning	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	28	28	$3,360	$0	$3,360
Subtask 830 - Public Meeting Facilitation	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	$0	$0	$0
Task 800 Subtotal	28	28	$3,360	$0	$3,360
TASK 900 - MANAGEMENT RESERVE	0	0	$0	$0	$0
Task 900 Subtotal	0	0	$0	$0	$0
TOTAL LABOR HOURS	202	202			
TOTAL COST			$24,240	$0	$24,240

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City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Certified Land Services Level of Effort Estimate
July 23, 2010

WORK TASKS	Project Manager	Acquisition Agent	Acquisition Agent	CLS Hours	CLS Labor Costs	Expenses	CLS Total Costs
Hourly Billing Rates	$104	$71	$78				
TASK 100 - PROJECT MANAGEMENT							
Subtask 110 - Project Management Plan	0	0	0	0	$0	$0	$0
Subtask 120 - Project Monitoring and Reporting	0	0	0	0	$0	$0	$0
Subtask 130 - Project Management Meetings	8	0	0	8	$831	$0	$831
Subtask 140 - Project Team Website	0	0	0	0	$0	$0	$0
Task 100 Subtotal	8	0	0	8	$831	$0	$831
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING							
Subtask 210 - Basis of Design Documentation	0	0	0	0	$0	$0	$0
Subtask 220 - Preliminary Alternatives Development	3	40	0	43	$3,166	$0	$3,166
Subtask 230 - Preliminary Alternatives Screening	6	0	97	103	$8,235	$0	$8,235
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Severed Residents	0	0	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	32	0	0	32	$3,324	$500	$3,824
Task 200 Subtotal	41	40	97	178	$14,725	$500	$15,225
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING							
Subtask 310 - Final Alternatives Development and Screening	0	0	0	0	$0	$0	$0
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	0	0	$0	$0	$0
Task 300 Subtotal	0	0	0	0	$0	$0	$0
TASK 400 - OUTFALL EVALUTION							
Subtask 410 - Preliminary Outfall Assessment	0	0	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	0	0	$0	$0	$0
Task 400 Subtotal	0	0	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES							
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	0	0	$0	$0	$0
Task 500 Subtotal	0	0	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN							
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	0	0	$0	$0	$0
Task 600 Subtotal	0	0	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION							
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	0	0	$0	$0	$0
Task 700 Subtotal	0	0	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT							
Subtask 810 - Public Process Planning	0	0	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	0	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	0	0	$0	$0	$0
Task 800 Subtotal	0	0	0	0	$0	$0	$0
TASK 900 - MANAGEMENT RESERVE	0	0	0	0	$0	$0	$0
Task 900 Subtotal	0	0	0	0	$0	$0	$0
TOTAL LABOR HOURS	49	40	97	186			
TOTAL COST	$5,090	$2,854	$7,812		$15,556	$500	$16,056

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City of Oak Harbor
Wastewater Treatment Plant Preliminary Design and Facilities Plan
Survey Level of Effort Estimate
July 23, 2010

WORK TASKS	Survey Team	Survey Hours	Survey Labor Costs	Expenses	Survey Total Costs
Hourly Billing Rates	$125				
TASK 100 - PROJECT MANAGEMENT					
Subtask 110 - Project Management Plan	0	0	$0	$0	$0
Subtask 120 - Project Monitoring and Reporting	0	0	$0	$0	$0
Subtask 130 - Project Management Meetings	0	0	$0	$0	$0
Subtask 140 - Project Team Website	0	0	$0	$0	$0
Task 100 Subtotal	0	0	$0	$0	$0
TASK 200 PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING					
Subtask 210 - Basis of Design Documentation	0	0	$0	$0	$0
Subtask 220 - Preliminary Alternatives Development	0	0	$0	$0	$0
Subtask 230 - Preliminary Alternatives Screening	0	0	$0	$0	$0
Subtask 240 - Evaluation of the Feasibility of Connecting Non-Sewered Residents	0	0	$0	$0	$0
Subtask 250 - Technical Workshops	0	0	$0	$0	$0
Task 200 Subtotal	0	0	$0	$0	$0
TASK 300 - FINAL ALTERNATIVES DEVELOPMENT AND SCREENING					
Subtask 310 - Final Alternatives Development and Screening	176	176	$22,000	$0	$22,000
Subtask 320 - Regional Biosolids Alternative Feasibility	0	0	$0	$0	$0
Subtask 330 - Technical Workshops	0	0	$0	$0	$0
Task 300 Subtotal	176	176	$22,000	$0	$22,000
TASK 400 - OUTFALL EVALUTION					
Subtask 410 - Preliminary Outfall Assessment	0	0	$0	$0	$0
Subtask 420 - Final Outfall Assessment	0	0	$0	$0	$0
Task 400 Subtotal	0	0	$0	$0	$0
TASK 500 - REUSE OPPORTUNITIES					
Subtask 510 - Preliminary Effluent Reuse Assessment	0	0	$0	$0	$0
Subtask 520 - Reuse Alternatives Development	0	0	$0	$0	$0
Task 500 Subtotal	0	0	$0	$0	$0
TASK 600 - FACILITIES PLAN					
Subtask 610 - Comprehensive Sewer Plan Amendment	0	0	$0	$0	$0
Subtask 620 - Develop Draft Facilities Plan	0	0	$0	$0	$0
Subtask 630 - Respond to Agency Review Comments	0	0	$0	$0	$0
Subtask 640 - Final Facilities Plan Development	0	0	$0	$0	$0
Subtask 650 - Technical/Agency Review Workshops	0	0	$0	$0	$0
Task 600 Subtotal	0	0	$0	$0	$0
TASK 700 - ENVIRONMENTAL REVIEW AND DOCUMENTATION					
Subtask 710 - Environmental Services / NEPA/SEPA documentation	0	0	$0	$0	$0
Subtask 720 - Biological Assessment and Essential Fish Habitat (EFH)	0	0	$0	$0	$0
Subtask 730 - Section 106 Compliance	0	0	$0	$0	$0
Task 700 Subtotal	0	0	$0	$0	$0
TASK 800 - PUBLIC PROCESS SUPPORT					
Subtask 810 - Public Process Planning	0	0	$0	$0	$0
Subtask 820 - Stakeholder Workshop Facilitation	0	0	$0	$0	$0
Subtask 830 - Public Meeting Facilitation	0	0	$0	$0	$0
Subtask 840 - Council/Committee Meeting Facilitation	0	0	$0	$0	$0
Subtask 850 - Public/Stakeholder Involvement Product Development	0	0	$0	$0	$0
Task 800 Subtotal	0	0	$0	$0	$0
TASK 900 - MANAGEMENT RESERVE	0	0	$0	$0	$0
Task 900 Subtotal	0	0	$0	$0	$0
TOTAL LABOR HOURS	176	176			
TOTAL COST			$22,000	$0	$22,000

City of Oak Harbor
City Council Agenda Bill

Bill No. 15
Date: August 4, 2010
Subject: Consultant Contract Approval Shoreline Master Program Update

FROM: Steve Powers
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

PURPOSE

This agenda bill requests council approval of a consultant contract with the firm of AHBL in the amount of $120,000 to update the City's Shoreline Master Program (SMP).

AUTHORITY

The City has authority under RCW 35.58.180 to enter into contracts with private persons or firms for the purposes of preliminary planning and feasibility studies. In addition, OHMC 2.390 requires City Council approval for all contracts over $30,000.

BACKGROUND

In 2003, the State of Washington adopted new guidelines and regulations pertaining to SMPs. RCW 90.58.080 requires the City of Oak Harbor to update its SMP by December 1, 2012 in compliance with the state guidelines. In addition, state law (RCW 90.58.280) requires the Washington Department of Ecology (DOE) to provide adequate funding to local governments "that is reasonable and adequate to accomplish the costs of developing and amending shoreline master programs." At its April 20, 2010 regular meeting, City Council extended approval for staff to pursue a grant from DOE in the amount of $125,000 to update the City's SMP.

At the same time, Council authorized staff to enter into the consultant selection process. Following Council's approval, staff formed a selection committee composed of one City Council member, a Planning Commissioner, the Navy Liason Officer, and two staff members. The selection committee interviewed three consultant teams on June 4, 2010 and selected AHBL as the consultant most qualified to help the City update the SMP. A firm description and qualifications for AHBL and their project manager (Gabe Snedeker) are attached to this agenda bill for reference as Attachment 1. AHBL is experienced in this type of work as they have completed or are in the process of completing approximately a dozen SMP updates across the State.

Since the selection was made, staff have been working to negotiate a contract with AHBL in the amount of $120,000. All of this $120,000 will be funded by the DOE grant. No City funds are proposed to be used to reimburse the consultant. The remaining $5,000 of the $125,000 grant will be set aside for city administrative expenses.

In addition to having a contract with the consultant, the City will also have a contract with DOE. The DOE contract is a standard template contract with non-negotiable project deliverables. DOE uses this same contract to manage SMP updates for jurisdictions across Washington.

DISCUSSION

AHBL's proposed contract with the City closely mirrors the DOE contract. The AHBL proposed contract (like DOE's) is divided into phases. The following table gives a brief description and schedule for each project phase in the AHBL proposed contract. The full contract is attached to this agenda bill as Attachment 2 for Council's reference.

Phase	Description	Scheduled Completion
Ongoing	• Project Coordination	Ongoing
Ongoing	• Public Participation	Ongoing
Phase 1	• Identify Preliminary Shoreline Jurisdiction • Create Public Involvement Plan	September 30, 2010
Phase 2	• Shoreline Inventory and Characterization	May 1, 2011
Phase 3	• Draft SMP Goals, Policies, Regulations • Preliminary Cumulative Impacts Analysis	Dec. 30, 2011
Phase 4	• Restoration Planning • Revisit Phase 3 Products	June, 2012
Phase 5	• Local Adoption Process	August, 2012

CONSULTANT TEAM:

The City is contracting with AHBL in the SMP update. AHBL is in turn subcontracting with Grette and Associates, an environmental sciences firm, to help them inventory the shoreline and analyze the impacts to it.

PHASES

The project is divided into 5 phases, as shown in the table above. In Phase 1, the consultant will create preliminary shoreline jurisdictions maps and a public involvement plan. Phase 2 will be a detailed inventory and characterization of the City' shoreline, including environmentally sensitive areas (wetland, floodplains, etc.) and land uses (commercial, residential, recreational, utilities, etc.). Phase 3 is the heart of the project and encompasses writing the policies and regulations that will make up the City's new SMP. In this phase, the consultant will rely heavily upon the scientific inventory and characterization done in Phase 2. Phase 3 also includes a "cumulative impacts analysis" to analyze the likely impacts of future land uses on the shoreline.

In Phase 4, the consultant will work with the City, state agencies, and non-profits to help identify restoration projects – areas where the shoreline may require restoration work to repair damaged environments. In Phase 5, the consultant will work with staff and City Council to adopt a new SMP. The consultant contract with AHBL relies heavily on the consultant in Phases 1 – 4 of the project. Phase 5 (local adoption) will primarily be the responsibility of City staff, with help from the consultant as needed.

FUNDING:

Funding for the $120,000 consultant contract will be entirely from the $125,000 DOE grant. The DOE grant does not have any matching requirements from the City. The primary requirements of the grant are that the City provide regular progress reports to DOE, as well as give them opportunity to review work products generated by the consultant.

JUSTIFICATION:

The SMP update is a very science-centric project. Phases 2, 3, and 4 of the project all rely heavily on an environmental scientist to create an "inventory and characterization report," analyze the future impacts of development on the shoreline ("cumulative impacts analysis"), and identify areas for restoration. Even Phase 3 of the project, which is focused on writing new shoreline regulations, will require expertise in interpreting scientific results from Phase 2 and crafting policies based on these results. The AHBL team is highly proficient at collecting scientific information and developing shoreline use policies based on this information. For these reasons, AHBL will bring added value to the project.

STANDING COMMITTEE REVIEW

The Governmental Services Committee was briefed on this item on June 15, 2010. Staff will answer any questions from Council regarding issues/questions raised at the Governmental Services meeting at the Council meeting.

RECOMMENDED ACTION

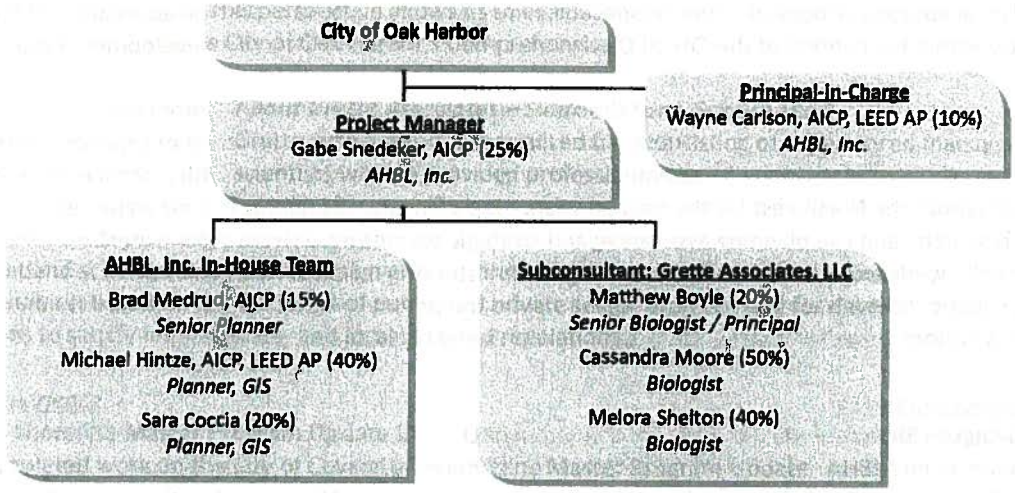
- Authorize the Mayor to sign the agreement with AHBL, Inc. for assistance with the SMP update in a not to exceed amount of $120,000.00.

ATTACHMENTS

1. AHBL firm and project manager qualifications
2. Professional Services Agreement with AHBL and Scope of Work

MAYOR'S COMMENTS

Proposed Team Organization & Capacity



As is depicted above, AHBL will lead the project and be responsible for interaction with the City and Ecology, as directed by the City. AHBL will manage the public involvement process, conduct the community visioning, develop environmental designations, and prepare the goals, policies, and regulations for the SMP in conjunction with City staff. AHBL will also project reasonably foreseeable development as part of the cumulative impacts associated with implementing the proposed plan.

Grette, which brings the team a strong shorelines and environmental consulting portfolio, will be responsible for the scientific inventories and analysis work needed for the SMP. Grette will also provide valuable science informed perspective as the policies and regulations are developed and cumulative impacts are analyzed.

The AHBL/Grette team assumes that City staff will oversee project coordination and communication with Ecology, tribes, neighboring jurisdictions, and other agencies. We anticipate coordination and communication with these entities, as directed by City staff. The City will be responsible for the preparation of quarterly progress reports to Ecology. The Consultant will assist the City with this task by providing short email summaries of work completed during each quarter for inclusion in progress reports.

Statement of Qualifications

About AHBL – Prime Consultant, Land Use Lead, Public Involvement Lead

AHBL was founded in 1969 to bring a collaborative approach to the development of the built environment. We offer services in civil engineering, structural engineering, landscape architecture, community planning, natural resource ecology and land surveying from offices in Seattle, Tacoma and Spokane. AHBL provides planning services for cities, counties, towns, and special governments, as well as clients in the private sector. Our planning group has diverse backgrounds in areas such as public sector planning, urban design, landscape architecture, real estate development, and private land use consulting. We are experienced in preparing and updating comprehensive plans and development codes, including critical areas regulations, for compliance with the Growth Management Act. We have extensive experience and a particular interest in updating Shoreline Master Programs under the 2003 Department of Ecology guidelines. We have prepared shoreline master programs and regulations, administered shoreline programs, and assisted public and private sector clients in obtaining substantial development permits through the

state and local approval processes. This perspective allows us to evaluate the practical application of the codes and policies we develop within the context of the City of Oak Harbor's Comprehensive Plan and Development Code.

Grette Associates LLC
ENVIRONMENTAL CONSULTANTS

About Grette Associates – Subconsultant, Science Lead

Grette Associates is a specialized firm consisting of experienced managers and scientists who've provided professional consulting services to public and private clients throughout the Northwest for the past 18 years. The company specializes in freshwater, estuarine and marine sciences, research, land use planning assistance; and strategic permitting assistance for waterfront facilities, port developments, wetland sciences, and habitat design and restoration actions. The firm is well known and respected for resolving aquatic habitat issues on the full range of public and private sector projects, and for developing innovative mitigation solutions to satisfy federal, state, and local laws and regulations.

Similar Project Experience

City of Covington Shoreline Master Program Update (AHBL)

AHBL recently completed work on the City of Covington's Shoreline Master Program Update. AHBL led and managed all phases of the project, with Gabe Snedeker serving as project manager. AHBL was directly responsible for public participation, public access and opportunity analysis, policy and regulatory development, cumulative impacts analysis and review and adoption assistance. In addition, AHBL reviewed and coordinated the work of our biology subconsultant for the following tasks: inventory, characterization and preparation of the restoration plan. This project had a significant public involvement focus, including facilitation of a citizen advisory committee.

City of SeaTac Shoreline Master Program Update (AHBL)

AHBL managed all aspects of the City of SeaTac's Shoreline Master Program Update. In addition to leading the overall effort, AHBL was directly responsible for public participation, public access and opportunity analysis, policy and regulatory development, cumulative impact analysis and review and adoption assistance. This project had a significant public involvement focus, including facilitation of a citizen advisory committee. AHBL Project Manager, Gabe Snedeker also reviewed and coordinated the work of the biologist subconsultant for the following tasks: inventory, characterization and preparation of the restoration plan. AHBL provided adoption assistance to this client.

City of Lake Forest Park Shoreline Master Program Update (AHBL's Gabe Snedeker's Individual Experience)

Gabe Snedeker formerly worked for The Watershed Company and served as the project manager for the update of the City's SMP under the new DOE Guidelines. The project included inventory, characterization, restoration plan, environment designation, development of shoreline policies and regulations, and GIS mapping and analysis. It also included a significant public involvement component, including facilitation of 12 citizen taskforce meetings. One result of the project was the identification of two potential future public access points, where "forgotten" street ends may provide future access to the water from the Burke-Gilman Trail. To date, all major aspects are completed and the City expects final adoption in 2010.

City of Fife Shoreline Master Program Update (AHBL & Grette)

AHBL and Grette Associates assisted the City of Fife with an update to its Shoreline Master Program, which was adopted originally in 1974 and had not been amended in over 29 years. AHBL and our biology sub-consultant, Grette Associates, updated the City's SMP to comply with "Best Available Science" (BAS), the Growth Management Act, and the Shoreline Management Act. The first step of this project involved Grette conducting field reconnaissance of Hylebos Creek and the Oxbow and wetlands that are hydrologically connected to the Puyallup River. This work also involved the evaluation of BAS for application to the City's shorelines with a special emphasis on establishing criteria that would assist in the restoration of salmonid habitat in Hylebos Creek. Concurrently, the team updated the shoreline designations; goals and policies for each element; development standards and use regulations; use-specific development standards; and administrative procedures. Integration of the SMP with Fife's other plans and regulations were a stand-alone SMP codified as a separate title within the municipal code.

City of Port Townsend Shoreline Master Program Update Phase II (AHBL)

AHBL provided planning services for phase II of the update of the City of Port Townsend's Shoreline Master Program (SMP). The update involved the review and analysis of existing policies, regulations, and programs to identify areas common

throughout the documents, as well as gaps and conflicts between the documents. Following document review, AHBL assessed the adequacy of existing City documents against the framework of the City's Comprehensive Plan, the Washington State Growth Management Act, and the Washington State Shoreline Management Act. Implementation strategies were developed and recommendations provided to update the City's shoreline designations. *Recipient of American Planning Association/Planning Association of Washington 2006 Merit Award – Physical Plans*

City of Milton Shoreline Master Program Update (AHBL)
AHBL assisted the City of Milton with an update to its Shoreline Master Program (SMP) to achieve consistency with its Growth Management Act Comprehensive Plan. The work involved ensuring that the uses and intensity/densities contemplated in the various SMP designations and policies were consistent with the uses and intensity/densities identified in the Comprehensive Plan. AHBL also managed the public review and comment for the update and forwarded the completed document to the Washington State Department of Ecology.

City of Des Moines Critical Areas Ordinance Update (AHBL & Grette)
AHBL and Grette Associates worked together to assist the City of Des Moines in updating its Critical Areas Ordinance (CAO) to comply with requirements of the Growth Management Act (GMA). The project included a meeting for the public to review and comment on the amendments. AHBL used existing information to prepare a technical report on critical areas in Des Moines. The report included wetlands and streams, wildlife, geologic hazards, and aquifer recharge areas.

During the project, AHBL led and coordinated the public involvement process, including notification of public meetings, preparation of graphics necessary for presenting information and conducting the meetings. Planners attended a City Council meeting and Planning Agency meetings -- one of which was combined with a public meeting. In addition, AHBL assisted the City with SEPA compliance on the revised CAO and prepared a SEPA checklist for publication.

Grette Associates conducted the Best Available Science Review of sections of prior Des Moines Critical Areas Ordinance relevant to biology and made recommendations based on available natural resource information. Based in part on these recommendations, the City contracted with Grette Associates to do a complete inventory of known wetlands, streams, and fish and wildlife habitat conservations areas outside of the shoreline zone (an SMP update, with inventory, was being done concurrently). The inventory was based primarily on existing sources of information, including City planning documents and publicly available geospatial datasets, but also included a field component to verify a subset of office-based, planning-level wetland categorizations. Grette provided on-going support to the City during their code revision process, attending City Council, Environment Committee, and other public meetings. The City adopted the new CAO in early 2007.

Lower Duwamish River Habitat Restoration Plan, Port of Seattle (AHBL)
AHBL, led by Project Manager Gabe Snedeker, assisted the Port of Seattle in the development of the Lower Duwamish Habitat Restoration Plan. The effort focused on the coexistence of habitat enhancement and industry and created a framework for public involvement and private long-term investments along the shoreline of the river. The project included extensive outreach to riverfront businesses, environmental groups, community groups, and public agencies. The final product was a habitat enhancement plan along a 4.6-mile stretch of the Lower Duwamish River – from the south tip of Harbor Island to the turning basin near the south end of Boeing Field. AHBL produced outreach materials, helped identify and refine opportunities, performed complex analyses, facilitated public meetings, prepared maps, landscape plans, written text and graphics, and compiled a final written report. The project was completed in 2008.

Puget Sound Partnership / Puget Sound Action Team Low Impact Development Technical Assistance Project (AHBL)
AHBL provided land use planning and civil engineering consulting services for Puget Sound Action Team / Puget Sound Partnership Low Impact Development (LID) Technical Assistance Project. AHBL provided direct technical assistance to numerous cities and counties in Western Washington to integrate low impact development stormwater management practices into their codes and development standards. Through four Phases of work between 2005 and 2010, AHBL consulted with 37 jurisdictions, including City of Oak Harbor. This work began with an identification of local impediments to the integration of LID in codes and standards, which involved review of zoning standards, subdivision codes, stormwater manual, and road standards and details. After identifying impediments to codes and standards, the AHBL team prepared materials that included draft amendments to existing regulations, new ordinances, studies, and additional information as requested. In addition, new ordinances or standards were prepared where equivalent regulations did not already exist in

the respective jurisdiction's development code. New road and storm drainage standard drawings, maintenance provisions, sample covenants, and published studies were also provided to the participants.

City of Mercer Island Shoreline Master Program Administration (AHBL's Gabe Snedeker's Individual Experience)
From October 2002 to March 2006, Gabe Snedeker was employed by the City of Mercer Island as the Principal Planner, SEPA Responsible Official and Shoreline Administrator. Gabe was responsible for overseeing all aspects of SMP implementation, including review of Shoreline Substantial Development Permit, Shoreline Conditional Use Permit and Shoreline Variance applications. This work involved reviewing project proposals against criteria in the SMP, preparing or reviewing reports prepared by staff and presenting the staff reports and recommendations to the Planning Commission.

City of Bonney Lake Shoreline Permit Administration (AHBL)
From 1999 to 2004, AHBL acted as the shoreline permit administrator for City of Bonney Lake projects requiring a Shoreline Substantial Development Permit, Shoreline Conditional Use Permit or Shoreline Variance. This work involved reviewing project proposals against criteria in the City's Shoreline Master Program, preparing staff reports and other technical review memoranda, and presenting the staff report and recommendation to the City's Hearing Examiner.

Thurston County Shoreline Master Program Update, Thurston County Development Services (Grette)
Grette Associates conducted a Shoreline Inventory in concert with Thurston County planning. The Scope of Work included the Shoreline Inventory and Analysis of the Shoreline Conditions using an expanded matrix in a relational database supported by GIS files. The environmental designations were identified on a basin scale with review of the associated regulations. Grette Associates was also responsible for addressing the cumulative impacts of the revised Shoreline Master Program. The information resulting from that assessment informed the County-wide Shoreline Restoration Plan. The Shoreline Inventory was completed in August 2009.

City of Burien Shoreline Master Program Update (Grette)
The City of Burien is updating its Shoreline Master Program. Grette Associates conducted the shoreline inventory and characterization as part of the Burien SMP update. Grette Associates was task lead in creating an annotated bibliography of sources for shoreline inventory, a narrative characterizing ecosystem wide processes as well as a document analyzing opportunities for shoreline protection, restoration, and public use. Grette Associates worked with the prime contractor to provide Burien with associated SMP documents such as the cumulative impact analysis and the shoreline restoration plan.

Douglas County Shoreline Master Program (Grette)
Grette Associates has been participating on the Douglas County Shoreline Advisory Committee since its inception. The company is currently under contract to Douglas County to develop riparian and wetland buffers to address critical area requirements. These buffers will be incorporated into Douglas County Shoreline Master Program Update.

Tacoma Shoreline Master Program Stakeholders Group, Port of Tacoma (Grette)
Grette Associates is representing the Port of Tacoma as a stakeholder in Tacoma's Shoreline Master Program Update. Staff provided input and comment to the City on behalf of the Port as well as analyses to the Port regarding changes proposed in the City's SMP.

Nichols Brothers Marine Dredge, Nichols Brothers Boat Builders, Whidbey Island, WA
Grette Associates conducted pre- and post dredge underwater surveys and eelgrass surveys of this vessel launching facility in Holmes Harbor. The Nichols Brothers shipyard employs a 600 foot long launch ramp with a dredge pocket to launch and retrieve vessels. Permit conditions for maintenance dredging require frequent dive inspections of the dredge pocket and launch ramp alignment for colonization by eelgrass and marine invertebrates.

Community Navigation/Siltation Basin Maintenance Dredge, Lagoon Point, Greenbank, Whidbey Island, WA
Grette Associates staff is assisting the Lagoon Point Community with the permitting of a maintenance dredge project that will remove approximately 26,000 cubic yards of material from the central navigation/siltation basin. The work is necessary to remove the accumulation of silt that has occurred over the last 40 years and to restore functionality to the basin. The scope of work includes the generation of permit documents, including but not limited to application materials and associated Biological assessments, as well as an estimation of project costs. In addition, Grette Associates is preparing an eelgrass mitigation proposal to address project impacts to existing eelgrass patches within the navigation/siltation basin. This dredge project is slated to commence during late spring/summer 2012.

Gabe Snedeker, AICP
Project Manager, Planner

Gabe Snedeker is a project manager at AHBL with 14 years of experience. In addition to private sector experience as a project manager with two firms, he has amassed a great deal of knowledge working in the public sector. Gabe served as the Principal Planner for the City of Mercer Island, where he supervised both current and long-range planning during a period of tremendous change in the City's Town Center. This work included serving as Mercer Island's Shoreline Administrator and SEPA Responsible Official. Prior to that, he was the Senior Planner at the City of Shoreline, where he served for more than five years.

Gabe has extensive experience with policy development, code writing, public participation, environmental analysis and development review. He is highly skilled at integrating scientific analysis into plans and regulations, and the art of crafting legislation that can be implemented effectively in challenging political environments. He has led interdisciplinary teams in shoreline master program updates, environmental restoration projects, critical area inventories and ordinances, and EIS development. He has extensive experience tailoring and executing public involvement programs and is highly skilled at public presentations.

EDUCATION & CERTIFICATION

1993 University of Oregon, Bachelor of Arts (B.A.), Political Science
1999 University of Washington, Master of Urban Planning (MUP)
2001 American Institute of Certified Planners (AICP)

SELECTED PROJECT EXPERIENCE

Shorelines and Critical Areas

City of Covington Shoreline Master Program Update, City of Covington, WA, *Project Manager*
City of SeaTac Shoreline Master Program Update, City of SeaTac, WA, *Project Manager*
City of Lake Forest Park Shoreline Master Program Update, City of Lake Forest Park, WA, *Project Manager* *
City of Black Diamond Shoreline Master Program Update, City of Black Diamond, WA, *Project Manager*
City of Medina Shoreline Master Program Update, City of Medina, WA, *Project Manager*
City of Lakewood Shoreline Master Program Update, City of Lakewood, WA, *Project Manager*
City of Mercer Island Critical Areas Ordinance, City of Mercer Island, WA, *Principal Planner for City*
City of Mercer Island Shoreline Administrator, City of Mercer Island, WA, *Principal Planner for City*
City of Issaquah Natural Areas Plan, City of Issaquah, WA, *Senior Planner**
City of Shoreline Critical Areas Inventory & Ordinance, City of Shoreline, WA, *Project Manager while Planner for City*
Lower Duwamish River Habitat Restoration Plan, Port of Seattle, WA, *Project Manager*

Public Participation & Meeting Facilitation

City of SeaTac Shoreline Master Program Update, City of SeaTac, WA, *Project Manager*
City of Covington Shoreline Master Program Update, City of Covington, WA, *Project Manager*
City of Covington Sustainability Workshop & Recommendations, City of Covington, WA, *Project Manager*
City of Covington Downtown Plan, City of Covington, WA, *Project Manager*
City of Bellingham Sunnyland Neighborhood Charette, City of Bellingham, WA, *Project Manager*
Lower Duwamish River Habitat Restoration Plan, Port of Seattle, WA, *Project Manager*
Environmental Sustainability Strategy, City of Shoreline, WA, *Project Manager*
Fircrest School Master Plan for Excess Property, Washington State Department of Social & Health Services, Shoreline, WA, *Senior Planner*
City of Mercer Island Sustainability Project, City of Mercer Island, WA, *Principal Planner while working for the City*

Growth Management Act

Snohomish County Unified Development Code Update, Snohomish County, WA, *Project Manager*
City of Redmond Code Update, City of Redmond, WA, *Project Manager*
City of Covington Downtown Plan & Code Update, City of Covington, WA, *Project Manager*
Tacoma Mixed-Use Centers Review & Code Update, City of Tacoma, WA, *Senior Planner*

City of Mercer Island Comprehensive Plan Update, City of Mercer Island, WA, *Principal Planner for City*
Buildable Lands Inventory and Reporting to King County, City of Mercer Island, WA, *Principal Planner for City*
City of Shoreline Comprehensive Plan, City of Shoreline, WA, *Element Project Manager while Planner for City*
City of Shoreline North City Subarea Plan, City of Shoreline, WA, *Planner for City*
** project completed with employed with another consulting firm*

Wayne E. Carlson, AICP, LEED AP
Principal-in-Charge, Planner

Wayne Carlson has 17 years of professional experience as a land use planner and preparing Shoreline Master Programs (SMPs), development regulations, and ordinances for counties and cities throughout Washington. Wayne has prepared SMP updates for cities of Fife, Milton, Port Townsend, and Tacoma and has issued permits as shoreline planner for the cities of Milton and Bonney Lake. Through the Puget Sound Partnership's Low Impact Development (LID) Technical Assistance Project, Wayne has worked with 37 Puget Sound jurisdictions, including Oak Harbor, with amendments to their local codes to facilitate the local use of LID integrated management techniques. As a member of the Federal Way Planning Commission, Wayne reviewed the City's SMP and recommended it for City Council adoption.

EDUCATION & REGISTRATION

1994 The Ohio State University, Master of City and Regional Planning *with Distinction*
1991 California State University, Fullerton, B.A. in Political Science, *Cum Laude*
1997 American Institute of Certified Planners
2004 LEED® Accredited Professional, U.S. Green Building Council

SELECTED PROJECT EXPERIENCE

City of Lakewood Shoreline Master Program Update, City of Lakewood, WA, *Principal-in-Charge*
City of Black Diamond Shoreline Master Program Update, City of Black Diamond, WA, *Principal-in-Charge*
City of Gold Bar Shoreline Master Program Update, City of Gold Bar, WA, *Principal-in-Charge*
City of Snoqualmie Shoreline Master Program Update, City of Snoqualmie, WA, *Principal-in-Charge*
City of Port Townsend Shoreline Master Program Update Phase II, City of Port Townsend, WA, *Project Manager*
City of Tacoma Shoreline Master Program Update Phase I, City of Tacoma, WA, *Project Manager*
City of Fife Shoreline Master Program Update, City of Fife, WA, *Project Manager*
City of Milton Shoreline Master Program Update, City of Milton, WA, *Project Manager*
City of Chehalis Shoreline Master Program Update, City of Chehalis, WA, *Project Manager*
Pierce County Endangered Species Act Response – Amendments to the Surface Water Management Manual, Critical Areas Ordinance, Forest Practices/Tree Retention, and New Low-Impact Development Chapter, Pierce County, WA, *Project Manager*
City of Tacoma LID Standards, Tacoma, WA, *Project Manager*
Puget Sound Partnership LID Technical Assistance Project, Phase IV, Cities of Kent, Sequim and Port Townsend and Island Counties, WA, *Principal-in-Charge*
Puget Sound Action Team Low Impact Development Assistance, Phase III, Cities of Eatonville, Federal Way, Bremerton, Lake Forest Park, Mukilteo, Lake Stevens, Coupeville , **Oak Harbor**, Mill Creek, Hamilton, Everett, Edmonds and San Juan County, WA, *Principal-in-Charge*
Puget Sound Action Team Low Impact Development Assistance, Phase II, Cities of Woodinville, Kirkland, Port Orchard, Edmonds, Port Angeles, Lacey, Normandy Park, and Mason County, WA, *Project Manager*
Puget Sound Action Team Low Impact Development Assistance, Phase I, Cities of Bellingham, Marysville, Redmond, Issaquah, and Poulsbo, and Thurston, Kitsap, Jefferson, Whatcom, Clallam, and Snohomish Counties, WA, *Project Manager*

Brad Medrud, AICP
Senior Planner

Brad Medrud is a land use planner and project manager with more than 13 years of professional experience in both the public and private sectors with a variety of current and long-range planning projects. Brad has managed a range of planning projects for public-sector clients throughout the Puget Sound. His recent experience includes management of Des Moines' Critical Areas Ordinance Update, review of Comprehensive Plan Amendments for the City of Tacoma, and completing an

annexation study for the City of Bonney Lake. He has completed development reviews and administered SMP and SEPA environmental review as an extension of staff to the cities of Burien, Bonney Lake and Milton. Brad's expertise includes community planning, SEPA documentation and management, policy analysis, public participation, and code updates.

EDUCATION & CERTIFICATION

1989 Pacific Lutheran University, B.A., History and Philosophy, Cum Laude
1991 University of Wisconsin-Madison, M.A., History
1997 University of Washington, Master of Urban Planning
1999 American Institute of Certified Planners (AICP)

SELECTED PROJECT EXPERIENCE

City of Snoqualmie Master Program Update, City of Snoqualmie, WA, *Project Manager*
City of Roy Shoreline Master Program Update, City of Roy, WA, *Project Manager*
City of Gold Bar Shoreline Master Program Update, City of Gold Bar, WA, *Project Manager*
City of Des Moines Critical Areas Ordinance Update, City of Des Moines, WA, *Project Manager*
Shoreline Substantial Development Reviews, SEPA Administration and Development Review, City of Bonney Lake, WA, *Project Manager*
SEPA Administration and Development Review, Cities of Milton, Pacific, & Bonney Lake WA, *Project Manager*
Endangered Species Act Gap Analysis, City of Burien, WA, *Project Manager*
2007 Comprehensive Plan Amendments Review, City of Tacoma, WA, *Project Manager*
Bonney Lake Comprehensive Plan Update & Urban Growth Area Amendments, City of Bonney Lake, WA, *Project Manager*
Puget Sound Partnership LID Technical Assistance Project, Phase IV, Cities of Kent, Sequim and Port Townsend and Island Counties, WA, *Project Manager*
Puget Sound Action Team Low Impact Development Assistance, Phase III, Cities of Eatonville, Federal Way, Bremerton, Lake Forest Park, Mukilteo, Lake Stevens, Coupeville , **Oak Harbor,** Mill Creek, Hamilton, Everett, Edmonds and San Juan County, WA, *Project Manager*
Newcastle Low Impact Development Assistance, City of Newcastle, WA, *Project Manager*
Port Orchard/South Kitsap Sub-Area Plan, Kitsap County, WA, *Project Manager*
City of SeaTac Performance Standards, City of SeaTac, WA, *Project Manager*
CTED Buildable Lands Program 10-Year Summary Report– Phase I, Washington State Department of Community, Trade and Economic Development, Buildable Land Counties, WA, *Project Manager*
Thurston County Buildable Lands Report Review, Thurston County, WA, *Project Manager*

Matthew Boyle
Senior Biologist/Principal

Grette Associates LLC
ENVIRONMENTAL CONSULTANTS

Matthew Boyle is a Principal of Grette Associates and Senior Biologist with 23 years of experience including fisheries ecology, freshwater ecology, wildlife biology, and wetlands ecological studies. His experience includes habitat restoration, permitting, natural resources inventories, and basin management. Mr. Boyle has successfully conducted project development, permitting, biological studies, and consultation with several federal and state agencies, including WDFW, Washington State Department of Ecology, Washington State Department of Transportation, the U.S. Army Corps of Engineers, U.S. Forest Service, Federal Energy Regulatory Commission, and EPA. His experience with agency negotiation has assisted several public and private clients involved in mitigation, restoration, or corrective actions to develop practical and successful solutions to complicated problems. Matthew represented the Port of Tacoma as a stakeholder in Tacoma's SMP Update. He provided input and comment to the City on behalf of the Port as well as analyses to the Port regarding changes proposed in the City's SMP.

EDUCATION

B.S., Wildlife Biology, University of New Hampshire, 1984

PROFESSIONAL CERTIFICATIONS AND RELATED TRAINING

U.S. Army Corps of Engineers Wetland Delineation Certificate
Washington Department of Ecology IVA Functional (Wetland) Assessment Training
U.S. Forest Service Amphibian Survey Protocol Training
PADI Advanced Open Water Diver Oxygen Administrator Certification, 2009
First Responder Certification, 2009
US Fish and Wildlife Service, Certified Marbled Murrelet Monitor Training, 2009

SELECTED PROJECT EXPERIENCE

Burien Shoreline Master Program Update, City of Burien, WA
Overseen by Matthew, Grette Associates conducted the shoreline inventory and characterization as part of the Burien SMP update. Staff created an annotated bibliography of sources for shoreline inventory, characterized ecosystem wide processes and opportunities for shoreline protection, restoration, and public use, and attended public meetings.

Thurston County Shoreline Master Program update, Thurston County Developmental Services Department, Olympia, WA
Matthew was project manager for a Shoreline Inventory in concert with Thurston County planning. The scope included the Shoreline Inventory and Analysis of the Shoreline Conditions using an expanded matrix in a relational database supported by GIS files as well as addressing the cumulative impacts of the revised SMP. Shoreline Inventory was completed Aug. 2009.

Poulsbo Shoreline Master Program Update, City of Poulsbo, WA
Grette Associates staff is assisting on this SMP Update by generating supporting documents including the shoreline Inventory and Characterization. Matthew oversees the project.

Des Moines Critical Areas Ordinance Best available science Review, City of Des Moines, WA
Mr. Boyle was the lead biologist, working as a subconsultant to AHBL on the BAS review for the existing City of Des Moines Critical Areas Ordinance. He reviewed the code relevant to biology and made recommendations based on available natural resource information.

Fife Shoreline Inventory, City of Fife, WA
Working as a subconsultant to AHBL, Matthew managed the preparation of a Shoreline Inventory for this SMP Update.

Community Navigation/Siltation Basin Maintenance Dredge, Lagoon Point, Greenbank, Whidbey Island, WA
Matthew is principal-in-charge to assist the Lagoon Point Community with the permitting of a maintenance dredge project that will remove approximately 26,000 cubic yards of material from the central navigation/siltation basin. The scope includes generating permit documents, including application materials and associated Biological assessments, and cost estimates. An eelgrass mitigation proposal to address project impacts to existing eelgrass patches is also included. This dredge project is slated to commence during late spring/summer 2012.

Nichols Brothers Marine Dredge, Nichols Brothers Boat Builders, Whidbey Island, WA
Matthew served as project manager for Grette Associates' pre- and post dredge underwater surveys and eelgrass surveys of this vessel launching facility in Holmes Harbor. The Nichols Brothers shipyard employs a 600 foot long launch ramp with a dredge pocket to launch and retrieve vessels. Permit conditions for maintenance dredging require frequent dive inspections of the dredge pocket and launch ramp alignment for colonization by eelgrass and marine invertebrates.

City of Tacoma OMMP, Tacoma, WA
The City of Tacoma received an agreement from the EPA to review portions of the Operations, Maintenance, and Monitoring Plan for the Thea Foss and Wheeler Osgood Waterways Remediation project. Matthew provided comments, text, and support to the OMMP revisions.

City of Federal Way Wetland Report Review, City of Federal Way, WA
The City of Federal Way awarded Grette Associates an on-call contract to assist City planners with critical areas review services. Matthew oversees review of an applicant's permit documents to ensure that the appropriate wetland, streams, and fish and wildlife habitat studies have been completed correctly and meet the City's Critical Areas code requirements. In addition Grette Associates has completed site feasibility work on several properties for the City of Federal Way.

On-Call Environmental Review Services, City of Gig Harbor, WA
Grette Associates is currently under contract to provide on-going environmental review services for the City of Gig Harbor's Community Development staff. Staff reviews documents and site assessments related to the City's Critical Areas Ordinance for proposed development projects, then provides a detailed written review of each proposed project and determines project compliance with the City's Critical Areas Ordinance. Matthew oversees the reviews.

Puyallup River Site Restoration Review, Puyallup Tribal Fisheries, Puyallup, WA
Mr. Boyle identified and prepared conceptual habitat restoration plans for 13 sites within the Puyallup River watershed specifically intended to provide habitat for salmon. Construction feasibility conceptual design and preliminary cost estimates were included in a site index for review by potential project proponents.

Habitat Assessment, Quinault Tribe of Indians Land and Timber Enterprise, Ocean Shores, WA
Mr. Boyle prepared an Environmental Assessment for the dredging and renovation of a 190-slip marina construction of a ferry terminal, and deepening of an approach channel in Ocean Shores. On-site investigations include eelgrass surveys within the marina and crab surveys in the dredge prism. The project is a joint venture between the Quinault Tribe of Indians, the U.S. Army Corps of Engineers, and the City of Ocean Shores.

Cassandra Moore
Biologist

Grette Associates LLC
ENVIRONMENTAL CONSULTANTS

Prior to joining Grette Associates in 2008, Cassandra Moore spent six years in county level environmental permitting and land use planning. She developed a thorough understanding of the creation, interpretation, administration, and enforcement of county land use codes. She now puts her extensive experience, including Shoreline Management, Critical Areas Ordinance, SEPA and zoning, to use in coordinating and preparing complicated permit applications and mitigation plans for a variety of clients. Cassandra also assists City and County level jurisdictions to review and update their own processes, including SMA updates. In addition to her office-based experience, she is a trained biologist able to provide field analysis, delineation, and rating of assorted environmentally sensitive areas, as well as research, compile, and analyze a wide variety of data and information.

EDUCATION
M.E.S., Environmental Studies, Evergreen State College, 2002
B.S., Biology, University of Texas at San Antonio, 1999

ADDITIONAL TRAINING
US Fish and Wildlife Service, Certified Marbled Murrelet Monitor Training, 2009
WA Department of Ecology's Coastal Training Program:

- Using the Revised WA State Wetland Rating System for Western WA;
- Shoreline Stabilization Using Native Vegetation;
- Protecting and Managing Wetlands Using the Best Available Science; and
- Determining Ordinary High Water Mark

PROFESSSIONAL AFFILIATIONS
Society of Wetland Scientists, Pacific Northwest Chapter

SELECTED PROJECT EXPERIENCE
Poulsbo Shoreline Master Program Update, City of Poulsbo, WA
Cassandra is serving a co-project lead and is assisting with the generation of supporting documents including the shoreline Inventory and Characterization.

Thurston County Shoreline Master Program Update, Thurston County, WA
Cassandra served as the project manager for the generation of scoped portions of the Inventory and Characterization.

Parcel 88 Consolidated Habitat Area, Port of Tacoma, WA
Cassandra is leading the Grette effort to support the Port of Tacoma for work on a consolidated marsh and wildlife habitat area on a property located on Marine View Drive in Tacoma. The Port is proposing to install a Natural Resources Damage Assessment restoration project on site as well as complete mitigation actions that were part of permit conditions for previous work on the property, and mitigate for a wetland fill violation that occurred prior to the Port acquiring the property. This consolidated habitat area also includes elements that address permit requirements for other Port projects.

Garfield Gulch Wetland Delineation, City of Tacoma, WA
Cassandra conducted wetlands review within Garfield Gulch Park and generated a wetland delineation/ mitigation report. She also worked with the Tacoma Public Works department to reduce the amount of wetland impacts that would be caused by a proposed stormwater system repair, created a wetland mitigation proposal for the remaining unavoidable impacts, and generated permit applications.

Community Navigation/Siltation Basin Maintenance Dredge, Lagoon Point, Greenbank, Whidbey Island, WA
Casssandra is Grette's project manager to assist the Lagoon Point Community with the permitting of a maintenance dredge project that will remove approximately 26,000 cubic yards of material from the central navigation/siltation basin. The work is necessary to remove the accumulation of silt that has occurred over the last 40 years and to restore functionality to the basin. The scope includes generating permit documents, including application materials and associated Biological assessments, and cost estimates. An eelgrass mitigation proposal to address project impacts to existing eelgrass patches is also included. This dredge project is slated to commence during late spring/summer 2012.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this _____ day of _____, 2010, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and _____AHBL_____, hereinafter referred to as the "SERVICE PROVIDER".

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. Scope of Services.

   The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.

   The Project shall begin on ___August 5, 2010 , and shall be completed no later than December 1, 2012, 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: Not more than monthly for services provided in the preceding month not to exceed a total of $120,000.00.

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, 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, to the extent arising out of or resulting from the negligent acts, errors or omissions of the SERVICE PROVIDER in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

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

7.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Insurance.

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

8.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:

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

b. Commercial General Liability insurance 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.

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

d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.

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

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

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

c. Professional Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) policy aggregate limit.

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 has been given to the CITY, except for non-payment of premium, in which case ten (10) days written notice will be provided.

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

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 pay the SERVICE PROVIDER for all services provided under this Agreement through the date of termination.

16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.

17. Notice.

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

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

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

SERVICE PROVIDER:

AHBL
2215 North 30th Street, Suite 300
Tacoma, WA 98403

Jim Slowik, Mayor

Wayne Carlson, Associate Principal

Attest:

_____

Connie Wheeler, City Clerk

Exhibit A – AHBL Scope of Work
City of Oak Harbor
Shoreline Master Program Update

Project Description:

The Consultant will assist the City of Oak Harbor in completing an update of the Shoreline Master Program (SMP). The SMP shall be developed and adopted in a manner consistent with the procedural and substantive requirements of the Shoreline Management Act (SMA) and its implementing rules, including the Shoreline Master Program Guidelines (Guidelines). Responsibilities of the Consultant will generally include completion of inventory and analysis reports with corresponding maps and illustrations that characterize shoreline ecological conditions; development of shoreline policies, environment designations, and use regulations; as well as analysis of cumulative impacts and uses, preparation of a shoreline restoration plan and limited assistance with the formal local adoption process. The Consultant will also assist with public involvement activities, as directed by City and as described in this agreement.

Specific responsibilities of the Consultant are noted below. Specific responsibilities of the City and Ecology, where needed to provide clarity and address required elements of the related Ecology Grant Scope of Work, are also noted below.

Please note that for all project deliverables, except as specifically noted in this scope, a maximum of three revisions is assumed. The due date identified in the contract is the date that the Consultant shall submit an initial draft to the City for review. Within two weeks of receiving City review comments, the Consultant shall submit a revised draft to the City that addressed the comments. The Consultant shall submit the third and final draft under each task to the City within one month of receiving Ecology review comments, unless special arrangements are made with the City in writing based on the extent of Ecology comments. Revisions to the preliminary data inventory (Task 2.1) and the Preliminary Cumulative Impacts Analysis (Task 3.6) that address Ecology comments will be provided as part of the deliverables for Task 2.3 and 4.2, respectively.

Work Program: The Consultant shall perform the following tasks and phases, divided into Ongoing, Year 1, Year 2 and Year 3, consistent with the Ecology Grant and funding schedule:

Ongoing

Task A: Coordination

The City will coordinate throughout the SMP update process with Ecology and other applicable state agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules and as specified in the City's contract with Ecology. Specific public involvement activities and responsibilities will be further detailed in the Public Participation Plan that is Task 1.2 of this scope of work. In addition, the City will consult with all other appropriate entities which may have useful scientific, technical, or cultural information, including federal agencies, watershed management planning units, salmon recovery lead entities, universities and other institutions, local individual outdoor recreationists and conservationists, and organizations with special expertise representing these interests.

The Consultant will assist the City with said coordination by providing relevant information to the City as directed by the City, and where specifically authorized by the City to do so, the Consultant will contact Ecology and other parties directly to obtain information to facilitate efficient communication. The Consultant will further assist with project coordination as detailed in the Public Participation Plan in Task 1.2.

The City will coordinate with adjacent jurisdictions that share areas within shoreline jurisdiction (for example, jurisdictions on the same lake or stream) for the purpose of efficiently using grant funds; sharing information and methods of analysis; drafting compatible SMP policies, regulations, environment designations; and coordinating public involvement.

The Consultant will assist the City with coordination by providing relevant information as directed by the City, and where authorized by the City to do so, the Consultant will contact adjacent jurisdictions to facilitate efficient communication.

The City will attend Ecology-sponsored coordination meetings, which occur on a regular basis, for the duration of the project. The City shall provide Ecology opportunities for review of draft deliverables at appropriate intervals. When requested, the City shall include a written response to Ecology's comments on draft deliverables. The Consultant will assist the City with said coordination by providing relevant information and work products as directed by the City and according to this scope of work.

The Consultant will attend Ecology-sponsored coordination meetings to the extent budget allows, but is not responsible for attending these meetings on a regular basis.

Deliverables:

1. The Consultant shall provide monthly progress reports to the City.

Dates Due: Monthly, by the 28th of each month.

2. The Consultant shall provide written responses to Ecology's comments on draft deliverables, when requested. (provided in email format.)

Date Due: The Consultant will provide written responses within seven days following receipt of Ecology's comments. Written responses do not constitute revisions to work products, but rather will be acknowledgement of receipt of Ecology comments, questions or clarification on DOE comments, and confirmation of next steps.

3. The Consultant shall meet with a group of key project contacts at least four times during the project. This group is intended to aid in project coordination and will include representatives from the military and from various City agencies, such as the Development Services Department, Public Works Department, and other contacts as identified by the City.

Date Due: To be determined. The intent is for meetings to occur at key project junctures such as before the inventory, analysis, SMP and Restoration Plan are finalized.

Task C: Implement Public Participation Plan

Throughout Phases 1 through 5 of the SMP update process, the Consultant shall assist the City in informing and involving the public in updating the SMP consistent with the objectives of the Shoreline Management Act (see RCW 90.58.130) and WAC 173-26.

Public involvement activities of the Consultant will be limited by the budget funds available for this task. Because of the nature of community involvement, specific activities may be modified based on a variety of factors, including input from participants and emerging issues or community concerns. Changes to the public involvement efforts identified in this contract may be made based on mutual agreement between the City and Consultant. Additional information about public involvement activities will be identified in the forthcoming Public Involvement Plan, a deliverable in Task 1.2.

Activities of the Consultant are expected to include:

Deliverables:

1. Summary of public participation completed to-date in monthly progress reports.
2. Consultant will prepare meeting materials and facilitate meetings within the parameters specified in the Public Participation Plan (Task 1.2). However, at a minimum the Consultant has budgeted to prepare a powerpoint presentation, fact sheet and up to six (6) display boards for issue meetings, open houses or other public involvement activities which may occur under Task 1.2.
3. Budget assumes consultant preparation and attendance at up to 6 Shoreline ad hoc committee meetings, 2 issue-oriented meetings, one visioning meeting (covered under Task 3.1) and one project open house.

Dates Due: Monthly progress reports due on the 28th, additional target dates for public involvement activities will be defined in the Public Participation Plan prepared as part of Task 1.2.

Year 1

PHASE 1: Preliminary Assessment of Shoreline Jurisdiction and Public Participation Plan

Task 1.1: Identify preliminary shoreline jurisdiction

The Consultant shall identify the preliminary geographic scope for the comprehensive SMP update project. The Consultant will use available information to map required and optional Shorelines of the State as defined by statute and rule in order to identify the initial area under SMA shoreline jurisdiction. The shoreline jurisdiction area will be refined during later tasks. The preliminary jurisdiction mapping will include:

- Statutory minimum areas consisting of the following Shorelines, Shorelines of Statewide Significance and Shorelands (per RCW 90.58.030(2). This includes federal or tribal areas that are not under sole jurisdiction of the federal government or tribes.
  - Marine shorelines
  - Rivers and streams with mean annual flow over 20 cubic feet per second.
  - Lakes and reservoirs exceeding 20 acres.
  - Associated wetlands of these areas.

- Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas landward 200 feet from the ordinary high water mark.

Optional areas to be considered for inclusion in the SMP:

- Floodplains: All or part of the floodplain landward of the 200-foot mark from the floodway (per RCW 90.58.030(2)(f)(i)).

- Buffers: Buffers necessary for the protection of Critical Areas as defined in Growth Management Act regulations (per RCW 90.58.030(2)(f)(ii)).

The Consultant, with City approval, shall contact the Ecology project officer for the most recent maps of stream segments meeting the 20 cfs threshold and other available information. If federal or tribal areas are proposed for exclusion, the City, in coordination DOE, will provide documentation that the area is under sole jurisdiction which precludes application of local and state authorities.

Note: the project budget is based on the assumption that marine shorelines and associated wetlands are the only areas that fall within Oak Harbor SMP Jurisdiction and that only limited data collection will be performed for lands within NAS Whidbey to support future non-federal actions on federal lands. The Consultant will coordinate with the City, DOE and Navy representatives in Phase I of the project to determine the required scope of work for mapping and inventory activities on Navy property.

Deliverable:

1. One, two-hour conference call with DOE, City and Navy representatives to determine the scope of the project within Navy jurisdiction.
2. Preliminary jurisdiction map (digital) of Shorelines of the State subject to local SMP.

Dates Due: *September 30, 2010*

Task 1.2: Prepare plan for public participation

The Consultant shall prepare a draft public participation plan for Phases 1 – 5 of the project that identifies:

1. Specific objectives,
2. Outreach strategies,
3. Key stakeholders (e.g. Navy Liaison Officer, shoreline property owners, Planning Commission and elected officials, state agencies, Tribes, local residents, neighboring jurisdictions, etc.),
4. Establishes timelines for public participation activities and
5. Responsibilities for carrying out these activities *(City or Consultant)*

The Consultant shall work with the City to engage all parties early and continuously in the update process, particularly those relevant individual recreationists and conservationists or organizations that may not typically seek involvement in new shoreline regulations. The City shall provide upfront input, as well as review comments on the draft public participation plan and shall be responsible for documenting all public outreach and public events related to SMP development.

Deliverables:

1. Public participation plan for city review (digital copy).
2. Public participation updates in monthly progress reports.

Dates Due: *September 30, 2010*

PHASE 2: Shoreline Inventory, Analysis & Characterization

Task 2.1: Conduct shoreline inventory

The Consultant shall compile all pertinent and reasonably available data, plans, studies, inventories, maps and other applicable information. The City shall assist the consultant by gathering all applicable information that they are aware of, including providing access to relevant information in City electronic and hard copy files.

The Consultant shall collect the following information to the extent that such information is relevant and reasonably obtainable:

- Shorelines of the State (all marine shorelines, streams >20 cfs mean annual flow, lakes >20 acres, and shorelands) as defined in RCW 90.58.030, located in the Recipient's jurisdiction.
- General location of channel migration zones, floodplains, and the floodway.
- Critical areas, including wetlands, aquifer recharge areas, fish and wildlife conservation areas, geologically hazardous areas, and frequently flooded areas, as defined in RCW 36.70A, the Growth Management Act.
- Shoreline and adjacent land use patterns/density and transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation and shoreline modifications within shoreline jurisdiction. Platted lots including undeveloped lots (except those not developable under local subdivision ordinance).
- Degraded areas and sites with potential for ecological restoration.
- Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, and eroding shorelines.
- Existing and potential shoreline public access sites, including public rights-of-way and utility corridors. The inventory will include descriptions of recorded public access easements, their prescribed use, maintenance and terms.
- Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development
- Archaeological and historic resources in shoreline jurisdiction.
- Policies and regulations in shorelands and adjacent areas that affect shorelines, such as surface water management and land use plans and regulations (Critical Areas Ordinance, flood ordinance, etc.).

Based on available budget for GIS mapping, the Consultant shall provide a complete map portfolio and inventory data list to the client and revise it based on one round of City comments. The City will then provide these items to DOE as a deliverable for Task 2.1. The Consultant will address DOE comments on the map portfolio and the data inventory as part of the deliverables for Task 2.3.

Please note that additional revisions of the map portfolio beyond the two rounds of revisions identified will be the responsibility of the City. All data collected or generated by the Consultant will be provided to the City.

Deliverables:

1. Draft list of inventory data sources.

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2. Digital working maps of inventory information displayed at appropriate scales.

Dates Due: *November 30, 2010*

Task 2.2: Conduct shoreline analysis

The Consultant shall conduct the shoreline analysis and create a shoreline characterization report. The report will define the ecological functions of the shorelines in Oak Harbor jurisdiction, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions. (Please see description of this report in Task 2.3.)

The Consultant shall conduct an analysis of the inventory information and data collected in Task 2.1 as it relates to development of an effective SMP, and develop a characterization of the ecosystem processes and shoreline functions. The report shall identify opportunities for shoreline protection and restoration, and current and potential public access sites. The Consultant shall conduct a shoreline use analysis. The Consultant shall identify measures and actions to protect and restore shoreline functions and ecosystem wide processes (e.g. appropriate land use activities or environment designations, regulations, development standards, etc.)

Note: For most Puget Sound jurisdictions, the Department of Ecology will prepare a broad-scale characterization of ecosystem-wide processes. It is anticipated this information will be provided to Oak Harbor by DOE in late 2010 or early 2011. The Consultant budget assumes this information will be available for Oak Harbor.

2.2.1 Characterize ecosystem-wide processes

This characterization will include a coarse-scale analysis of the broader area that influences the shoreline jurisdiction. It will include a narrative with reference to maps that describes and illustrates the processes in the larger drainage area that are linked to the shoreline through hydrologic flows. These processes include the uptake, transport and deposition of sediment, nutrients, woody debris, and pollutants. Specifically, the characterization prepared by the Consultant will:

- Present the geographic context for shoreline jurisdiction areas –with geology, soils, topography, vegetation, and drainage patterns of the watersheds. Describe how these large scale upland areas relate to and affect the shoreline. Review existing regional watershed or natural resource related plans for inclusion of relevant information.
- Identify areas throughout the watersheds, or, within and beyond shoreline jurisdiction, that are important to maintaining shoreline ecological functions (e.g. wetlands, forest cover, floodplains, higher permeability deposits, discharge, organic/clay soils, etc.)
- Identify areas that are key impairments (e.g. forest clearing, impervious cover, channelized streams, altered wetlands, roads and ditches, dams/diversions, groundwater withdrawals, and listed impairments such as those published in the 303(d) list.
- Identify opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline processes and function.

2.2.2 Characterize shoreline functions

The Consultant shall delineate shoreline reaches based on land use and ecological processes (such as man-made physical features, stream confluences, or littoral drift cell boundaries). This will be a more detailed analysis of the shoreline jurisdiction that includes a narrative with reference to maps and GIS data. The Consultant shall describe functions

that are associated with each shoreline reach. Specifically, the characterization prepared by the Consultant will:

- Detail the physical, biological, and land-use components within the shoreline jurisdiction.
- Evaluate and assess shoreline ecological function using current scientific understanding of the relationship between the conditions of ecosystem-wide processes and functions within the Town's shoreline jurisdiction. Identify functions that are healthy, functions that are adversely impacted and functions that may have existed and are now missing.

2.2.3 Conduct Shoreline Use Analysis; analyze opportunities for public access

- The Consultant shall conduct shoreline use analysis:
  - Identify current patterns of land uses in shoreline areas.
  - Identify likely or projected uses in shoreline areas.
  - As applicable, analyze potential use conflicts and identify possible adverse impacts those could have on current ecological functions.
  - Estimate future demand for shoreline space consistent with WAC 173-26-201(3)(d)(ii) requirements.
  - Identify opportunities and demand for SMA preferred uses and potential use conflicts based on current use patterns and projected trends.
- The Consultant shall identify current public access sites and opportunities for future access sites.

Task 2.3 Prepare shoreline inventory and characterization report

The Consultant shall prepare a shoreline inventory and characterization report with accompanying maps that provides an analysis of the inventory data, ecosystem characterization and shoreline functions, shoreline use and public access findings as it relates to development of an effective SMP. The report will present findings and recommendations in a way that is useful for making SMP planning decisions. This report will provide a foundation for establishing environment designations, policies and implementing regulations. The report should identify data gaps, focusing on information that would be useful to support shoreline program development and implementation. The Consultant's report will:

- Present the geographic and jurisdictional context for the SMP update.
- Characterize ecosystem processes and functions.
- Present reach level analysis information. Detailed information on shoreline reaches will identify opportunities and constraints in:
  - Protecting intact and restoring degraded ecological processes and functions.
  - Addressing the requirements for shorelines of statewide significance per WAC 173-26-251.
  - Providing public access.
  - Accommodating appropriate water-oriented uses.
- Identify potential use conflicts to inform environment designation and allowed use decisions.
- Develop shoreline management measures for protection and restoration of ecological functions, SMP policies, regulations, and environment designations based on the findings of the inventory and characterization. (For example, recommendations may

include appropriate land use activities or environment designations, regulations, development standards, restoration and protection actions and strategies.)

- Organize relevant data for efficient review and use in the cumulative impact analysis. (A table is recommended.)

The report will also include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will inform the report and illustrate findings that correspond with the narrative. For example, the user will be introduced to the area with coarser resolution vicinity maps indicating the county/town location in the state and delineating county/town and watershed boundaries. Maps at the shoreline reach scale will clearly differentiate the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages. Maps at this scale will present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function. The reach scale maps also will indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing land uses, designated critical areas, and shoreline modifications. Potential areas for shoreline uses, public access, restoration and/or protection will be indicated. The portfolio will include a comprehensive list and map of public access to shorelines.

Deliverable:
Shoreline characterization and analysis report with updated map portfolio that addresses the above task requirements in 2.1, 2.2 and 2.3

Due Dates: *May 1, 2011*

PHASE 3: Complete Draft SMP and Cumulative Impacts Analysis

Task 3.1 Conduct community visioning process

The Consultant will assist the City in conducting a community visioning process that includes as many citizens as possible to determine goals for future use of the shoreline. This process will include talking with the community about the findings of the draft shoreline inventory and characterization report. The visioning process will identify shoreline problems and opportunities. It will result in a strategy for shoreline uses, public access, resource protection, and restoration that is consistent with SMA policy and SMP Guidelines objectives.

The Consultant and the City will further refine plans for the community visioning process as the project progresses. The budget assumes at least two staff members facilitating a meeting of up to four hours, including providing assistance with necessary materials based on draft work products.

Deliverables:

1. Materials and Consultant facilitation and leadership of at least one meeting with City and stakeholders
2. Documented strategy for shoreline uses, public access, resource protection and restoration.

Date Due: *June 30, 2011*

Year 2

Task 3.2: Develop general SMP goals, policies and regulations

The Consultant will prepare general shoreline goals and policies that are applicable throughout the area within shoreline jurisdiction. Optional SMP components may include general SMP regulations that apply in all environment designations. The City will provide input and feedback as necessary.

Note: all deliverables for Tasks 3.2 through 3.5 are included after Task 3.5.

Task 3.3: Develop environment designations

The Consultant will develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization report. The City will provide input and feedback as necessary. Shoreline environment designations may be comprised of those recommended in the guidelines; the existing local SMP; unique, locally developed environments; or any combination of these, so long as they are consistent with WAC 173-26-211 environment designation criteria.

The Consultant will prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations, as described herein Boundaries of shoreline environment designations will be clearly mapped. Optional shoreline jurisdiction areas, including entire floodplains and buffers for critical areas, will be mapped and designated if they are included within shoreline jurisdiction. A map clearly illustrating existing designations compared to proposed designations will be prepared. A narrative rationale describing reasons for maintaining or changing the designations will be included.

Task 3.4: Develop environment-specific shoreline use & modification policies, regulations and standards

The Consultant shall prepare draft policies and regulations for environment designations, all uses discussed in the SMP Guidelines, and shoreline modifications. The draft policies and regulations for shoreline environment designations shall, at a minimum, identify:

- Shoreline use and modification activity goals and policies.
- Shoreline uses and modifications that are prohibited and allowed by Substantial Development Permit or Conditional Use Permit.
- Bulk dimensional standards (buffers, setback, density, etc).
- Shoreline modification activity standards.
- Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guidelines requirements.
- Shoreline use and dimensional standards listed in matrices, by environment designation.

Task 3.5 Develop SMP administrative provisions

The Consultant shall prepare draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement. Statements about the role of Ecology in permit decisions should be included.

The Consultant will prepare a definitions section. Definitions should be particular to SMP administration, consistent with the SMP's implementing rules. Definitions should be clearly and concisely written.

Optional SMP components may include additional administrative provisions, if not inconsistent with SMA procedural rules and the guidelines. A brief SMP "user's guide" will be integrated into the SMP.

Deliverables:

Consultant will provide complete Draft SMP including:

1. Draft general goals and policies and optional general regulations. (Task 3.2)
2. Draft environment designations; narrative and maps comparing existing and proposed environment designations; and draft environment maps. (Task 3.3)
3. Draft environment-specific shoreline use and modification policies, regulations, and standards. (Task 3.4)
4. Draft administrative provisions.(Task 3.5)
5. Maps showing environment designations within shoreline jurisdiction.

Date Due: *December 30, 2011.*

Note: Consultant will also provide preliminary partial drafts during the period of time between August 1, 2011 and December 1, 2011 for review by the City and discussion with the Ad Hoc Committee. Specific mutually agreeable expectations and deadlines will be established in writing via email for these additional "working" drafts by August 1, 2011.

Task 3.6 Prepare preliminary cumulative impacts analysis

The Consultant will evaluate and analyze draft SMP policies, regulations and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period in a cumulative impacts analysis. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP.

(**Note:** The preliminary cumulative impacts analysis will be submitted at the same time as the Draft SMP.)

Deliverable: The consultant will prepare a preliminary cumulative impacts analysis of the SMP demonstrating how no net loss of ecological functions will be achieved over time within Oak Harbor's regulated Shoreline.

Date Due: December 30, 2011

PHASE 4: Restoration Planning, Revisiting Phase 3 Products As Necessary

Task 4.1 Prepare restoration plan

Based on the Inventory and Characterization report, the Consultant shall develop a plan for restoration of impaired ecological functions in specific shoreline reaches. Restoration plans will include:

- Identification of degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
- Goals and priorities for restoration of degraded areas and impaired ecological functions.
- Existing and ongoing restoration projects and programs.
- Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.
- Times and benchmarks for achieving restoration goals.
- Mechanisms to ensure that restoration projects and programs will be implemented.

The Consultant will work with the City to contact and coordinate with organizations conducting restoration work for assistance in developing restoration strategies. The restoration plan will attempt to identify overlaps in how and where restoration work is being conducted. An implementation strategy included in the Restoration Plan will identify recommendations for coordination between groups doing restoration work. A list of specific prioritized restoration projects will be included.

Deliverable:

1. A complete restoration plan, including implementation strategy.

Dates Due: *April 1, 2012*

Year 3

Task 4.2: Revisit draft SMP and cumulative impacts analysis; finalize SMP jurisdiction maps

Based on findings in the cumulative impacts analysis, the Consultant will re-evaluate and revise the draft SMP environment designations, policies, and regulations in response to Ecology comments on the preliminary draft materials developed in Phase 3 as necessary to assure that they are adequate to achieve no net loss of ecological functions. The Consultant shall revise the cumulative impacts analysis as needed to reflect changes in the draft SMP.

The Consultant shall prepare final jurisdiction maps (digital) of Shorelines of the State identified in Task 1.1 that will be subject to the local SMP, if necessary, otherwise the existing draft map will be affirmed.

Deliverables:

1. Revised designations, policies, and regulations that address the findings of the cumulative impacts analysis.
2. Revised cumulative impacts analysis.
3. Final SMP jurisdiction maps and boundary descriptions

Date Due: August 1, 2012

Task 4.3: Prepare a report that demonstrates how no net loss will be achieved

The Consultant shall prepare a report that demonstrates how the recommended shoreline management measures in Task 2.3, together with the findings of the cumulative impacts analysis and the restoration plan, are reflected in the proposed SMP and achieve no net loss.

Note: The City and Consultant will attempt to get DOE approval to consolidate this redundant report with the final (revised) cumulative impacts analysis.

Deliverables: A report that demonstrates how no net loss will be achieved through SMP implementation.

Date Due: *August 1, 2012*

PHASE 5: Local SMP Adoption Process

The City shall conduct a local review and adoption process for the proposed SMP as provided in the SMA, WAC 173-26, and the State Environmental Policy Act. The SMP shall contain shoreline policies, regulations, environment designations, definitions, required administrative provisions, and a clear description of final SMP jurisdiction boundaries together with copies of any provisions adopted by reference.

The Consultant shall attend up to one (1) Planning Commission and one (1) City Council meeting as part of the adoption process. The Consultant can provide additional services during this phase if additional resources are identified or if additional assistance is provided by the City in a prior task and (if necessary) corresponding budget adjustments are made (e.g. City might choose to fully staff one or more Ad Hoc Committee Meetings).

Task 5.1: Assemble complete draft SMP

The Consultant shall assemble a complete draft SMP for Planning Commission and City Council review and approval and formal submittal to Ecology. This draft would include response to Ecology informal comments on the preliminary draft submitted under Tasks 4.2 and 4.3.

Deliverables:

1. Materials and attendance at up to two public meetings of the Planning Commission or City Council.
2. A complete Draft SMP package
3. Response to Ecology comments on Task 4.2 and 4.3 deliverables

Date Due: *September 1, 2012*

Expenditure Budget (note: includes allocation of expenses to tasks by year)

Phase / Task	Year 1 10-11	Year 2 11-12	Year 3 12-13	Total Project
Tasks Common to All Phases:				
A. Project Coordination	2617	2617	1398	6632
C. Implement Public Participation Plan		8756	1102	9858
Phased Work:				
1. Preliminary Assessment / Public Participation Plan	4284			4284
2. Shoreline Inventory, Analysis, and Characterization	41223	2500		43723
3. Complete Draft SMP and Cumulative Impacts Analysis	4155	30674		34829
4. Restoration Planning / Revisit Phase 3 products as necessary		9598	7545	17143
5. Local Adoption Process			3531	3531
Total	**52279**	**54145**	**13576**	**$120,000**

Please see detailed budget that breaks down hours by person by subtask.

Oak Harbor SMP - Consultant Budget

TASKS	AHBL				Grette			
	Principal in Charge	Project Manager	Planner 3	AHBL Total	Lead Scientist	Marine Biologist	GretteTotal	Consultant Team Total
Billing Rates:	$179	$130	$98		$155	$100		
Task A - Project Coordination	8	40		$6,632			$0	$6,632
Task C - Implement Public Participation	4	50	20	$9,238	4		$620	$9,858
1.1 Preliminary Assessment of Shoreline Jurisdiction	2	2	4	$1,152	4	8	$1,420	$2,572
1.2 Public Participation Plan	2	4	8	$1,662	0	0	$0	$1,662
2.1 Shoreline Inventory and Preliminary Mapping	4	12	72	$9,847	10	36	$5,150	$14,997
2.2 Conduct Shoreline Analysis	5	18	4	$4,373	12	56	$7,460	$11,833
2.3 Prepare Analysis Report and Map Portfolio	4	16	40	$7,578	13	66	$8,615	$16,193
3.1 Community Visioning	4	8	16	$3,395	2	4	$710	$4,105
3.2 General SMP Goals, Policies and Regulations	2	20	48	$7,733	2	4	$710	$8,443
3.3 Develop Environment Designations	2	16	2	$2,660	1	1	$255	$2,915
3.4 Environment-Specific Policies and Regulations	3	20	48	$7,912	2	4	$710	$8,622
3.5 Develop SMP Administrative Provisions	2	4	8	$1,662	0	0	$0	$1,662
3.6 Preliminary Cumulative Impacts Analysis	2	8	24	$4,212	4	40	$4,620	$8,832
4.1 Prepare Restoration Plan	2	4	4	$2,118	16	60	$8,480	$10,598
4.2 Revisit Draft SMP and CIA, Finalize Maps	4	8	12	$3,003	2	4	$710	$3,713
4.3 Prepare No Net Loss Report	2	4	2	$1,225	2	12	$1,510	$2,735
5. Local Adoption Process and Approval	2	12	4	$2,412	4	4	$1,020	$3,432
TOTAL:	40	246	316	76,813	78	299	41,990	$118,803
							SUBTOTAL	$118,803
							REIMBURSABLE EXPENSES (COLOR PLOTS, COPYING, BOAT RENTAL, ETC.)	$1,197
							GRAND TOTAL	$120,000