



**NOTICE OF SPECIAL WORKSHOP MEETING  
Council Chambers, 865 SE Barrington Drive**

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NOTICE IS HEREBY GIVEN that the Oak Harbor City Council will hold a Special Workshop Meeting on June 17, 2020 at 5:00 P.M. to discuss the following agenda items. Due to COVID-19, there will be NO physical meeting location per WA Proclamation 20-28. This meeting may be viewed live via YouTube or Channel 10.

To listen to the live meeting, please call 623-404-900, Meeting ID:148 325 8740

DATED this 12th day of June, 2020.

Julie Lindsey, City Clerk

The City Council may meet informally in workshop sessions (open to the public) to do concentrated strategic planning, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive other similar information from the City Administrator, provided that all discussions and conclusions thereon shall be informal. Public comment is not normally allowed at workshop meetings, although Council may allow, or request participation.

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**CITY COUNCIL SPECIAL WORKSHOP MEETING AGENDA  
JUNE 17, 2020 AT 5:00 PM**

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**5:00 p.m. MAYOR**

**5:00 p.m. ACTION ITEMS**

- a. **ACTION ITEM:** PROFESSIONAL SERVICE AGREEMENT: FIZZ EVENTS, WHIDBEY ISLAND MARATHON
- b. **ACTION ITEM:** RESOLUTION NO. 20-19: CREATING THE CARES SELECTION COMMITTEE FOR THE NORTH WHIDBEY ISLAND SMALL BUSINESS RELIEF FUND PROGRAM

**5:15 p.m. DEVELOPMENT SERVICES**

- a. SHORELINE MASTER PROGRAM PERIODIC REVIEW: PROGRESS REPORT
- b. HOUSING ACTION PLAN UPDATE
- c. CENTRAL BUSINESS DISTRICT CODE REVIEW UPDATE

**6:00 p.m. POLICE DEPARTMENT**

- a. SECURITY CAMERAS IN CITY PARKS UPDATE
- b. SMOKING IN CITY PARKS ORDINANCE DISCUSSION

**6:30 p.m. PUBLIC WORKS**

- a. PROFESSIONAL SERVICES AGREEMENT: MASTER PLAN FOR HARBOR HEIGHTS PROPERTY
- b. PROFESSIONAL SERVICES CONTRACT FOR WINDJAMMER PARK PLANTER MAINTENANCE
- c. DEVELOPMENT AGREEMENT SURVEY DISCUSSION

d. HILLSIDE PRD PROPOSAL FOR STORMWATER - DISCUSSION

**7:30 p.m. MARINA**

a. PROFESSIONAL SERVICES CONTRACT WITH MOFFIT NICHOLS - PROJECT UPDATE

**7:45 p.m. FINANCE**

a. COVID-19 REVENUE SCENARIOS

**8:15 p.m. ADMINISTRATION**

a. NORTH WHIDBEY ISLAND SMALL BUSINESS RELIEF UPDATE

b. CITY ADMINISTRATOR'S REPORT

**8:45 p.m. CITY COUNCIL**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: June 17, 2020

Subject: **ACTION ITEM: Professional Service Agreement: Fizz Events, Whidbey Island Marathon**

FROM: **Blaine Oborn, City Administrator**

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**SUMMARY STATEMENT**

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

- ☉ Bob Severns, Mayor
- ☉ Blaine Oborn, City Administrator
- ☉ Patricia Soule, Finance Director
- ☉ Anna Thompson, Interim City Attorney, as to form

**RECOMMENDED ACTION**

*Move to approve Amendment 1 to the Professional Services Agreement with Fizz Events for the production of the 2020 Whidbey Island Marathon, extending the contract date to November 30, 2020 due to the rescheduling of the marathon due to COVID-19.*

*Move to approve to approve the Professional Services Agreement with Fizz Events for the production of the 2021 Whidbey Island Marathon, in the amount of \$41,500.00, for the period of June 30, 2020 to June 30, 2021.*

**BACKGROUND / SUMMARY INFORMATION**

In a typical year, the Race Director for the Whidbey Island Marathon, Jared Loranger, would present to Council at a June Council Meeting the post-race report with the statistics for the marathon that year, and Council would take action on the race production contract for the following year. Due to the impact of COVID-19 on the 2020 Marathon, the purpose of this action item is twofold:

1. Renew the contract to extend the expiration date as the rescheduled Whidbey Island Marathon now takes place after the existing contract expiration date.
2. Enter into a new contract so that Fizz Events will produce the 2021 Marathon.

The Whidbey Island Marathon was officially rescheduled to Sunday, September 13, 2020, see attachment 3 for notice from Jared Loranger to race participants. Staff is still closely monitoring the many factors that will contribute to the successful production of this year's event, primarily:

- Governor Inslee’s “Safe Reopening” Phased Approach and the Phase of Island County by the month of August
- Continued communication with Island County Health Director Keith Higman regarding the logistics of hosting an event in Phase 4
- Awareness of impacts of other events, both those locally which have already been cancelled or plan to proceed, and the production of other similar races regionally

Jared Loranger will present to Council the plan for producing the 2020 Race on September 13 (attachment 4). Council will be asked to approve Amendment 1 to the PSA for Fizz Events, to extend the date to accommodate the date change (attachment 1 with original PSA included), and to approve the new contract for the 2021 race production (attachment 2).

## **LEGAL AUTHORITY**

## **FISCAL IMPACT**

The 2020 Whidbey Island Marathon was awarded LTAC funding, \$12,000 from the City of Oak Harbor, and \$15,000 from Island County. Both the City and County have extended grace periods for LTAC recipients due to the impacts of COVID-19. If the race is able to be produced in 2020, the grant money will apply to this year. If the marathon cannot be produced in 2020, the LTAC grants should roll over to be used for the 2021 race production.

Amount of contract for 2021: \$41,500

## **PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

City Council Meeting June 4, 2019 – Presentation of 2019 Whidbey Island Marathon post-race report and contract renewal for 2020

## **ATTACHMENTS**

1. [Professional Services Agreement with Fizz Events, Amendment 1, extending the contract date for the 2020 Marathon production to November 30, 2020](#)
2. [Professional Services Agreement with Fizz Events, for the production of the 2021 Marathon](#)
3. [Notice of Whidbey Island Marathon Date Change](#)
4. [Presentation on production of 2020 Marathon](#)

<b>Consultant Agreement Amendment Number</b>		1	
<b>Original Agreement Title</b>		Professional Services Agreement between City of Oak Harbor and Fizz Events for consultant and management services for the 2020 Whidbey Island Marathon	
<b>Project Number</b>	N/A	<b>Project Title</b>	2020 Whidbey Island Marathon
<b>Execution Date</b>	June 6, 2019	<b>Completion Date (Prior)</b>	June 30, 2020
<b>Existing Maximum Amount Payable</b>	\$41,500	<b>New Maximum Amount Payable</b>	\$41,500 (no change)

<b>Organization Address</b>	<b>City of Oak Harbor</b> 865 SE Barrington Drive Oak Harbor, WA 98239	<b>Organization Phone Number</b>	360-279-4500
<b>Consultant Address</b>	<b>Fizz Events, LLC</b> Attn: Jared Loranger 3213 W. Wheeler St., #184 Seattle, WA 98199	<b>Consultant Phone Number</b>	360-220-4548

**Description of work**

Provide consultant and management services for the Whidbey Island Marathon.

**Amendment**

The City of Oak Harbor desires to supplement the agreement entered into with Fizz Events executed on June 6, 2019 and identified as Professional Services Agreement between City of Oak Harbor and Fizz Events for consultant and management services for the 2020 Whidbey Island Marathon.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

- Extending the expiration date to November 30, 2020
- ARTICLE II. SCOPE OF SERVICES
  - Exhibit "A" SCOPE OF SERVICES, modify, "event taking place on Sunday, April 19, 2020:" to "event taking place on Sunday, September 13, 2020:".
- ARTICLE III. OBLIGATIONS OF THE CONSULTANT
  - Number three (3) Term. Termination date of midnight, June 30, 2020 and extension date of June 30, 2020 are extended to November 30, 2020.
- ARTICLE IV. OBLIGATIONS OF THE CITY modify letter d. to reflect new ending date of November 30, 2020.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces.

DATED this \_\_\_\_ day of June 2020.

**CITY OF OAK HARBOR**

**FIZZ EVENTS, LLC**

By \_\_\_\_\_  
Robert Severns, Mayor

By \_\_\_\_\_  
Jared Loranger, President

Approved as to form:

\_\_\_\_\_  
Anna Thompson, Interim City Attorney

Attest:

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF OAK HARBOR AND FIZZ EVENTS  
FOR CONSULTANT AND MANAGEMENT SERVICES FOR THE  
2020 WHIDBEY ISLAND MARATHON**

**Project Name:** 2020 Whidbey Island Marathon

**Agreement Amount:** \$41,500

**Expiration Date:** June 30, 2020

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation ("City"), and Fizz Events, LLC., a Washington Limited Liability Corporation ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant and management services regarding the production and operational running of the 2020 Whidbey Island Marathon as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

- (1) Minor Changes in Scope. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule.

Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services. Such work will be considered as extra work and will be specified in a written supplement to the Scope of Services, to be signed by both parties, which will set forth the

nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

- (2) Work Product and Documents. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

- (3) Term. The term of this Agreement shall commence upon ratification and signing of both parties and shall terminate at midnight, June 30, 2020. No later than June 30, 2020, the parties may extend the term of this Agreement by written mutual agreement for a one-year extension.
- (4) Nonassignable. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.
- (5) Employment. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.
- (6) Indemnification/Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

- a. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- b. No Limitation. The 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.
- c. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types and coverage described below:
  - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
  - ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
  - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - iv. Professional Liability insurance appropriate to the Consultant's profession.
- d. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- e. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
- f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- g. Verification of Coverage. The 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.
- h. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- i. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- j. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- (7) Discrimination Prohibited and Compliance with Equal Opportunity Legislation. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race,

creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap, or any other protected class, except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

- (8) Unfair Employment Practices. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.
- (9) Legal Relations. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.
- (10) Independent Contractor.
  - a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his/her status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.
  - b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments including, but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
  - d. Prior to commencement of work, the Consultant shall obtain a business license from the City.
- (11) Conflicts of Interest. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.
- (12) City Confidences. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.
- (13) Subcontractors/Subconsultants.
- a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.
  - b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following subcontractors/subconsultants:  
  


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  - c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.
  - d. All subcontractors/subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

#### ARTICLE IV. OBLIGATIONS OF THE CITY

(1) Payments.

- a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$41,500 (Forty-one thousand and five hundred dollars) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit "A", the City shall pay Consultant a mutually agreed amount.
- b. In addition to the base fee referred to in paragraph a. above, the Consultant shall receive an incentive bonus equal to 30% of cash or cash-equivalent sponsorship revenues obtained by the Consultant and actually received by the City. The Consultant shall receive an additional incentive bonus equal to 10% of the fair market value of non-cash in-kind sponsorship contributions obtained by the Consultant and actually received by the City. Grant proceeds received by the City from the Island County Lodging Tax Program, the City of Oak Harbor Lodging Tax Program, or other funding sources obtained by the City are not eligible for this incentive bonus.
- c. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include:
  - (i) a summary of previous invoices;
  - (ii) current invoice amount;
  - (iii) total current monthly billing;
  - (iv) amount authorized under this agreement; and
  - (v) total authorized amount still remaining under the agreement.

The Consultant shall maintain time and expense records and provide them to the City upon request.

- d. Payment of the base fee under this Agreement for serving as Race Director for the 2020 Whidbey Island Marathon race year will be as follows: (1) CITY will pay the Consultant one payment of \$1,000.00 at the time both parties sign this agreement; and (2) CITY will pay the Consultant \$4,050.00 monthly on or before the last day of each month beginning in September, 2019 and ending in June, 2020.
- e. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

- (2) City Approval. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.
- (3) Maintenance/Inspection of Records. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### **ARTICLE V. GENERAL**

- (1) Notices.

Notices to the City shall be sent to the following address:

**CITY OF OAK HARBOR  
CITY ADMINISTRATOR  
865 SE BARRINGTON DRIVE  
OAK HARBOR, WA 98277**

Notices to the Consultant shall be sent to the following address:

**FIZZ EVENTS, LLC  
JARED LORANGER  
3213 W. WHEELER STREET #184  
SEATTLE, WA 98199**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

- (2) Termination. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV(1).

- (3) Disputes. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.
- (4) Extent of Agreement/Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.
- (5) Severability.
  - a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
  - b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
- (6) Nonwaiver. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
- (7) Fair Meaning. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.
- (8) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- (9) Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Island County Superior Court.
- (10) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

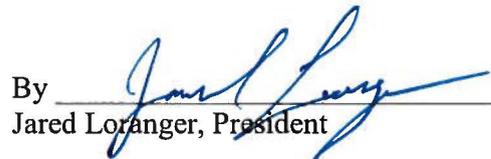
(11) Authority to Bind Parties and Enter into Agreement. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 6<sup>th</sup> day of June, 2019.

**CITY OF OAK HARBOR**

By   
Robert Severns, Mayor

**FIZZ EVENTS, LLC.**

By   
Jared Loranger, President

Approved as to form:

  
Nikki Esparza, City Attorney

Attest:

  
Carla Brown, City Clerk

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Fizz Events, LLC will provide the following to the Whidbey Island Marathon in support of the 2020 Whidbey Island Marathon, Half Marathon, 10K, 5K & 1K Family Fun Run event taking place on Sunday, April 19, 2020:

**EVENT MANAGEMENT, PLANNING & PRODUCTION SERVICES**

Race Director shall provide general coordination between all Whidbey Island Marathon 2020 ("Marathon") related parties and individuals to assure proper communication, task completion and contract provision adherence for race event preparation and performance. Potential parties and individuals may include but are not limited to the City of Oak Harbor Departments (Administration, Mayor, Police, Fire and Public Works), Oak Harbor Chamber of Commerce, WSDOT, local media, expo exhibitors, race sponsors, race volunteers, the Oak Harbor School District, and Whidbey SeaTac Shuttle. The above listing is not to be considered exclusive. The Race Director will be responsible for organizing and chairing task meetings with the City, Race Director, and other interested parties. Specific elements of the event management, planning and production services will include:

1. Overall management of all areas necessary to guarantee the successful planning and execution of the event
2. Provide regular weekly updates to City of Oak Harbor contacts in regard to registration and sponsorship sales progress, planning and promotion elements completed, challenges being faced, etc.
3. Availability to meet with City of Oak Harbor contacts whenever requested
4. Coordination with appropriate City of Oak Harbor contacts on specific areas of event
5. Procurement and acquisition of goods and services will be in compliance with City of Oak Harbor purchasing policy requirements as well as those required of a municipal corporation in Washington State under RCW.
6. Receive and respond to inquiry/customer service e-mails submitted through event website
7. Identification of all volunteer needs for the event and creation of overall volunteer plan, procurement, and training of all required volunteers needed to ensure the successful execution of the event
8. Coordination with the City of Oak Harbor, WSDOT, Washington State Parks, Island County and all other appropriate agencies and departments on all required permitting\*
  - a. *Fizz Events responsible for completing and submitting all required permit applications. City of Oak Harbor responsible for payment of all permit application and permit fees.*
9. Coordination with City of Oak Harbor, Public Works, Parks & Recreation, Police and Fire Departments and on detailed use of City of Oak Harbor roadways, parks and other facilities
10. Coordinate with City regarding parking, security, trash pick-up, recycling, shuttle information, medal distribution, event photographer, banners, balloons, and award ceremony.

11. Creation of event week load-in/delivery/set-up, event weekend and break-down/load-out timelines and contact information plans
12. Creation of event start/finish area and Expo layouts
13. Engage and coordinate with key contracted vendors including, but not limited to chip timing/electronic results provider, stage/sound/truss provider, rental equipment providers, race announcer/emcee, race Photography Company, etc.
14. Procure and manage required on-site and on-course EMT/Medical Services support
15. Complete and submit USATF sanction application and supporting paperwork
16. Design and order 2020 event participant bibs and safety pins and facilitate shipment to chip timing/electronic results provider
17. Creation, procurement and management of 2020 event participant shirts
18. Creation, procurement and management of 2020 event finisher medals
19. Creation, procurement and management of 2020 event overall finisher and age division awards
20. Update and place event rental equipment orders (portable restrooms, tents, tables, chairs, stanchions, generators, pallet jack, etc.) with event rental equipment providers
21. Book and coordinate with private security services provider for required overnight security
22. Procurement and management of all receptacles, personnel and supplies needed to manage waste/recycling in the event's Start/Finish area
23. Creation/drafting of 'sponsor script' to be read by public address announcer on-site on event weekend
24. Coordinate with the race and city agencies on all required including:
  - a. Implementation of traffic control plan including:
    - i. ▪ Coordination with National Barricade Company on order quantity of necessary equipment including: cones, delineators, barricade fencing, traffic control signs, no-park signs, etc.
    - ii. ▪ Placement and collection of all cones along all race courses (full marathon, ½ marathon, 10K, 5K, 1K)
25. Placement & staging of all traffic control diamond signs along course as well as collection after race. Signs to be pre-staged backwards
26. Flaggers and City of Oak Harbor to turn all diamond signs 15-30 minutes prior to start of race. Fizz Events to collect all signage after races
27. Fizz Events responsible for placement of all HWY 20 diamond traffic control signage as per the WSDOT outlined agreement
  - a. City of Oak Harbor responsible for creation and placement of all "advance notice" signage throughout course route and Hwy 20. Hwy 20 signage to be created as per WSDOT guidelines

28. National Barricade responsible for placement and collection of ALL “No-Park” signs along route including HWY 20 & throughout Oak Harbor (Fizz Events to coordinate)
  - a. Placement of on-course signage (including mile markers) and collection of equipment behind last participant
  - b. Location identification and placement of on-course portable restrooms in coordination with vendor
29. Management of event start and finish lines including Marathon/Half Marathon, 10K, 5K & 1K races
  - a. Including setup and management of event vendors (timing, restrooms, S/F scaffold, etc.) and finish chute
  - b. Fizz Events staff to be onsite at marathon start line to work with event vendors and city employees to ensure proper setup and coordination of marathon start
30. Fizz Events to work with event vendors to ensure proper ordering of all on course equipment including: National Barricade, Event Tent/Table/Chair Rentals, On-Course Restrooms, start/finish line entertainment, etc.
31. Coordination to identify all necessary equipment for on-course water stations including list of required items at each location prior to race date
32. Delivery and collection of all required on-course water station equipment and supplies
  - a. Fizz Events to deliver all equipment and supplies and collect after last participant on race day
  - b. Fizz Events responsible for load/unload of all on-course event deliver trucks with City of Oak Harbor employees loading palletized equipment as necessary
  - c. Fizz Events to work with event on proper order of all necessary equipment trucks
33. City of Oak Harbor responsible for pickup & drop off of all event equipment trucks

#### **EVENT REGISTRATION PROGRAM**

Race Director shall provide consultation and coordination for the event registration program to include the following:

1. Consultation on event registration cutoff dates, pricing/fees for race participation
2. Coordination with online registration service provider and management of online registration process
3. Creation of mail-in and on-site registration forms
4. Input of mail-in registration forms into online registration website
5. Management of packet pick-up and ‘last gasp’ registration at Expo and event day packet pick-up and on-site event registration

### **PRE-RACE EXPO & PACKET PICKUP**

Race Director shall coordinate with the City and an Expo site provider to organize and conduct the Marathon Expo. Such tasks shall include securing the expo site, assistance with set up and vendor booth layout coordination, the rental of all necessary equipment, coordination between expo vendors, coordinating expo volunteers and coordinating the preparation and disbursement of "goody bags". Race Director shall work with City to ensure a well-organized packet pickup for the participants and volunteers. Those specific tasks for Expo coordination are as follows:

1. Overall management of Pre-Race Expo and Packet Pickup
2. Selected expo site and create a strategic expo layout and physical setup that best suits the goals and size of the 2020 Whidbey Island Marathon event
3. Recruit and secure an adequate volume of Expo exhibitors to support the goals and size of the 2020 Whidbey Island Marathon event
4. Provide all the exhibitor contract documents needed for the securing of the exhibitors
5. Fizz Events staff onsite at event expo to:
  - a. Set up equipment within expo including all vendor tables and packet pickup tables
  - b. Assist vendors and sponsors with load-in/load-out to their proper locations
  - c. Manage 'last gasp' registration and volunteers handling packet pickup and disseminate aid as needed for providing troubleshooting and general race information
  - d. Arrange music and environment to be exciting and motivating for participants
6. Provide best efforts to contact "running industry" exhibitors to inform of and invite to participate in race expo
7. Ensure all volunteers complete and submit City volunteer agreement forms
8. The management of the clean-up of the Expo site ensuring that the Expo site is returned to its original condition
9. The management of all the on-site activities during the hours of operation for the Expo. This includes the management of any onsite volunteers, the coordination with any onsite exhibitors or sponsors, the coordination with the facility where the Expo takes place and all the registration and packet pickup activities
10. The creation and management of the Expo schedule, including any onsite guest speakers, or special exhibitor giveaways

### **EVENT MARKETING & PROMOTION SUPPORT**

Race Director shall develop an overall marketing, promotion, and distribution plan to ensure continued race participation levels for the 2020 Whidbey Island Marathon. This plan can include

the preparation of print ads, posters, rack cards, electronic and social media, awards, maps, banners, stuffers, campaigns, brochures and entry forms. Race Director shall consult with the City regarding public announcements, news releases and Internet advertising. Race Director will execute any and all promotional programs as agreed upon with the City. Those specific tasks for coordination of promotion and marketing tasks are as follows:

1. Provide any marketing-focused coordination required with the City of Oak Harbor and any other race partners or sponsors to ensure that a clean and consistent marketing message gets communicated to the targeted demographic of the 2020 Whidbey Island Marathon
2. Creation of a 2020 event marketing plan and timeline including strategic coordination of event website updates, Facebook campaigns, HTML e-mail blasts, event registration fee increases, print advertisements, radio advertisements (if applicable), online banner and tile advertisements, etc.
3. Coordination with contracted graphic design/layout artist on creation and production of all printed collateral and advertisements (promotional rack card, brochure, poster, half and full page print ads, etc.). Fizz Events to provide copy, images, logos and other content to be used in printed collateral and advertisements\*
  - a. *\*Whidbey Island Marathon responsible for cost of printing of collateral*
4. Management and staffing of promotional booth at Fizz Events produced in months prior to Whidbey Island Marathon
5. Distribution of promotional collateral to running stores, gyms, community centers, Boys & Girls Clubs, Y locations and other appropriate outlets
6. Identification and negotiation of cross-promotional opportunities with partner events including promotional collateral distribution, participant database trading, on-site promotional booth opportunities, etc.
7. Assist with the development of display materials for the Whidbey Island Marathon booth for the Seattle Marathon Expo and other marathon expos as requested by and subject to approval by the City

#### **EVENT WEBSITE, ELECTRONIC MARKETING & SOCIAL MEDIA**

1. Fizz Events responsible for year-round management of event website including updating sponsor logos and event FAQ, changes to the site at the closure of online registration, changes to the site on event day, etc.
2. Management/maintenance of event's social media program including scheduled strategic Facebook and Twitter campaigns. Including content and postings
3. Creation and dissemination of 6+ promotional HTML e-mails to Fizz Events owned database of 45,000+ participant e-mail addresses during key pre-event periods (price increase, event week, shirt unveil, etc.)
4. Coordination with contracted graphic design artist on creation of animated .gif electronic banner and/or tile advertisements

5. Submission of event promotional information to online calendar listings and running event calendars
6. Creation of electronic promotional PDF flyer to be distributed to running clubs in Western Washington
7. Race Director shall work with the City website administrator to assure consistency and accuracy of marketing and promotion themes

### **EVENT SPONSORSHIP PROGRAM**

Race Director shall make all reasonable efforts to secure relevant cash sponsors for the 2020 Whidbey Island Marathon events. The minimum direct cash sponsorship goal for each year is \$10,000. Race Director agrees to work closely with the City of Oak Harbor to recommend, coordinate and complete the necessary steps to ensure that the sponsor focused efforts are strategically done and not duplicated. Race Director will leverage the working relationship it has with past sponsors to invite them to become sponsors of the 2020 Whidbey Island Marathon events. Elements of the event sponsorship program include:

1. Overall management of 2020 event sponsorship sales campaign
2. Creation of 2020 event sponsorship program overview including inventory overview, benefit breakdown, timeline, etc.
3. Initiate contact with previous year's corporate sponsors and vendors in an effort to re-engage them as sponsors of 2020 races
4. Best effort to engage in-kind sponsors utilizing Fizz Events relationships with sampling companies
5. Create 2020 three-tiered general event sponsorship opportunities proposal/overview
6. Create all proposals for new sponsorship sales pitches
7. Create agreements for all sponsorship commitments
8. Coordinate with City of Oak Harbor finance representative on generating and sending sponsorship fee invoices
9. Manage sponsorship overview tracking spreadsheet ensuring compliance with all benefit commitments
10. Procure good sponsor logos/artwork and maintain logo bank to be used on all 2020 marketing applications
11. Create event weekend timeline, driving directions, parking information and instructions packet and send to sponsors two weeks prior to event weekend
12. Procure banners from event sponsors to be hung on-site in event start/finish area

### **EVENT PRODUCTION SERVICES, STAFF AND EQUIPMENT**

Race Director shall provide coordination with the City to assure all race course tasks are in place

and covered as well as conducting direct and specific race course tasks. Race Director shall provide coordination with the City to assure all Start/Finish Event tasks are in place and covered as well as conducting direct and specific Start/Finish Event tasks. Those specific tasks for Start/Finish Event coordination are as follows:

1. Management of event pre-race packet pick-up event on day prior to event day
2. Coordinate transportation of event participant shirts, packets and registration materials from pre-race packet pick-up location to event start/finish area on event day
3. On-site event direction and management by Fizz Events Event Director
4. An Fizz Events event production crew of 8-10 crew members, including overall event lead to ensure all necessary areas of course are set
5. On-site event course operations direction and management by Fizz Events Event Director
6. Procure, set and pull all tents, tables, chairs, generators, stage, public address system, portable restrooms, fencing, truss, inflatables, wind blades and other Start/Finish area equipment and elements
7. Procure, set and pull all required traffic control/street closure rental equipment and signage
8. Management of the placement and collection of all directional signage on route and in event Start/Finish area, including Start/Finish banner, mile markers, etc.
9. Procure, set and manage all elements of on-course water stations, including trash bins, tables, cups and water
10. Procure, set and manage all elements of on-course first aid stations
11. Procure, organize and coordinate awards ceremony, entertainment, food and activity tents, vendor set-up, sponsor promotions, all volunteer tasks to staff the start and finish events and an adequate number of porta-potties strategically placed and adequately stocked with associated supplies
12. Assist the City with the coordination of providing sound systems as needed, decorative amenities, refreshments as prescribed, and banners at the starts and finishes
13. Assist the City with the coordination of safe and efficient passenger shuttle service for marathon and other participants, as needed
14. Recruit and coordinate ham radio operators and motorcycle volunteers for the race course, as needed
15. Recruit, train, and coordinate all necessary volunteer assistance and training of water/aid stations
16. Recruit and coordinate all necessary volunteer assistance and training of course monitors and certified flaggers
17. Recruit and coordinate necessary law enforcement assistance
18. Coordinate and organize the gear check at the race starts and finish
19. Management of successful event day parking operations
20. Procure and manage on-site race announcer

21. On-site management of volunteers needed to assist with parking, course monitoring, Start/Finish line operations, food and water distribution, etc.
22. Clean-up of event Start/Finish area and entire route
23. Communication of final participant data to race photography company
24. Liaison between chip timing/results service provider and event to ensure successful posting of links to results and on event website following event

## **FINANCIAL**

### **1. Fizz Components**

- a. Fizz Events, LLC will provide the above outlined services and support of the 2020 Whidbey Island Marathon for a performance fee not to exceed \$41,500.
- b. Fizz Events, LLC will receive 30% of total cash sponsorship and booth fee monies collected. Cash sponsorship does not include the City of Oak Harbor applications for County and City lodging Tax (2%) funding applications.

### **2. City of Oak Harbor Components**

- a. Whidbey Island Marathon will be responsible for the cost of hotel rooms needed for Fizz Events staff. Exact hotel room needs to be determined and agreed upon with the City at a later date.
- b. Whidbey Island Marathon will also be responsible for all fuel needed for rental trucks during event and will reimburse Fizz Events for any additional spending to fuel trucks during event. It is expected that Fizz Events will first attempt to refuel trucks at the City of Oak Harbor Public Works fuel pumps. In the event that option is not available, Fizz Events will be reimbursed upon providing an itemized receipt for the fuel purchase.
- c. Fizz Events would require a non-refundable deposit of \$1,000 to be paid to Fizz Events upon signing of an agreement between the City of Oak Harbor and Fizz Events in order to secure the services of Fizz Events.

## **OTHER**

The Whidbey Island Marathon organization will be responsible for the following in addition to the above listed performance fee:

1. All permit fees, usage fees, rental equipment fees, production/service/delivery/shipping fees, insurance premiums, postage fees, donations to volunteer groups, costs of food, water, banners, signs, participant shirts, participant bibs, awards and other production supplies, required hotel rooms, fuel, advertising expenses and all other expenses associated with the production of the event will remain the responsibility of the Whidbey Island Marathon organization.
2. Whidbey Island Marathon will be responsible for reimbursing Fizz Events (upon receipt of an itemized invoice) for the cost of any additional equipment/services that Fizz Events is

authorized, in advance, by the Whidbey Island Marathon organization to procure for the event.

3. Whidbey Island Marathon will provide the financial support for all necessary/required traffic control equipment and vehicles (box or stake bed trucks) on event day.
4. City of Oak Harbor will provide to Fizz Events, LLC proof of insurance coverage.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF OAK HARBOR AND FIZZ EVENTS  
FOR CONSULTANT AND MANAGEMENT SERVICES FOR THE  
2021 WHIDBEY ISLAND MARATHON**

**Project Name:** 2021 Whidbey Island Marathon

**Agreement Amount:** \$41,500

**Expiration Date:** June 30, 2021

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and Fizz Events, LLC, a Washington Limited Liability Corporation (“Consultant”).

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant and management services regarding the production and operational running of the 2021 Whidbey Island Marathon as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

- (1) Minor Changes in Scope. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule.

Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services. Such work will be considered as extra work and will be specified in a written supplement to the Scope of Services, to be signed by both parties, which will set forth the

nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

- (2) Work Product and Documents. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

- (3) Term. The term of this Agreement shall commence upon ratification and signing of both parties and shall terminate at midnight, June 30, 2021. No later than June 30, 2021, the parties may extend the term of this Agreement by written mutual agreement for a one-year extension.
- (4) Nonassignable. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.
- (5) Employment. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.
- (6) Indemnification/Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

- a. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- b. No Limitation. The 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.
- c. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types and coverage described below:
  - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
  - ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
  - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - iv. Professional Liability insurance appropriate to the Consultant's profession.
- d. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- e. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
- f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- g. Verification of Coverage. The 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.
- h. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- i. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- j. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- (7) Discrimination Prohibited and Compliance with Equal Opportunity Legislation. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race,

creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap, or any other protected class, except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

- (8) Unfair Employment Practices. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.
- (9) Legal Relations. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.
- (10) Independent Contractor.
  - a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his/her status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.
  - b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments including, but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
- d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

(11) Conflicts of Interest. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

(12) City Confidences. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

(13) Subcontractors/Subconsultants.

- a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.
- b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following subcontractors/subconsultants:

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- c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.
- d. All subcontractors/subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

## ARTICLE IV. OBLIGATIONS OF THE CITY

### (1) Payments.

- a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$41,500 (Forty-one thousand and five hundred dollars) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit "A", the City shall pay Consultant a mutually agreed amount.
- b. In addition to the base fee referred to in paragraph a. above, the Consultant shall receive an incentive bonus equal to 30% of cash or cash-equivalent sponsorship revenues obtained by the Consultant and actually received by the City. The Consultant shall receive an additional incentive bonus equal to 10% of the fair market value of non-cash in-kind sponsorship contributions obtained by the Consultant and actually received by the City. Grant proceeds received by the City from the Island County Lodging Tax Program, the City of Oak Harbor Lodging Tax Program, or other funding sources obtained by the City are not eligible for this incentive bonus.
- c. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include:
  - (i) a summary of previous invoices;
  - (ii) current invoice amount;
  - (iii) total current monthly billing;
  - (iv) amount authorized under this agreement; and
  - (v) total authorized amount still remaining under the agreement.

The Consultant shall maintain time and expense records and provide them to the City upon request.

- d. Payment of the base fee under this Agreement for serving as Race Director for the 2021Whidbey Island Marathon race year will be as follows: (1) CITY will pay the Consultant one payment of \$1,000.00 at the time both parties sign this agreement; and (2) CITY will pay the Consultant \$4,050.00 monthly on or before the last day of each month beginning in July 2020 and ending in June 2021.
- e. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

- (2) City Approval. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.
- (3) Maintenance/Inspection of Records. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### **ARTICLE V. GENERAL**

- (1) Notices.

Notices to the City shall be sent to the following address:

**CITY OF OAK HARBOR  
CITY ADMINISTRATOR  
865 SE BARRINGTON DRIVE  
OAK HARBOR, WA 98277**

Notices to the Consultant shall be sent to the following address:

**FIZZ EVENTS, LLC  
JARED LORANGER  
3213 W. WHEELER STREET #184  
SEATTLE, WA 98199**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

- (2) Termination. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV(1).

- (3) Disputes. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.
- (4) Extent of Agreement/Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.
- (5) Severability.
  - a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
  - b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
- (6) Nonwaiver. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
- (7) Fair Meaning. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.
- (8) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- (9) Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Island County Superior Court.
- (10) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

(11) Authority to Bind Parties and Enter into Agreement. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of June, 2020.

**CITY OF OAK HARBOR**

**FIZZ EVENTS, LLC.**

By \_\_\_\_\_  
Robert Severns, Mayor

By \_\_\_\_\_  
Jared Loranger, President

Approved as to form:

\_\_\_\_\_  
Anna Thompson, Interim City Attorney

Attest:

\_\_\_\_\_  
Julie Lindsey, City Clerk

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Fizz Events, LLC will provide the following to the Whidbey Island Marathon in support of the 2021 Whidbey Island Marathon, Half Marathon, 10K, 5K & 1K Family Fun Run event taking place on Sunday, April \_\_, 2021:

**EVENT MANAGEMENT, PLANNING & PRODUCTION SERVICES**

Race Director shall provide general coordination between all Whidbey Island Marathon 2021 (“Marathon”) related parties and individuals to assure proper communication, task completion and contract provision adherence for race event preparation and performance. Potential parties and individuals may include but are not limited to the City of Oak Harbor Departments (Administration, Mayor, Police, Fire and Public Works), Oak Harbor Chamber of Commerce, WSDOT, local media, expo exhibitors, race sponsors, race volunteers, the Oak Harbor School District, and Whidbey SeaTac Shuttle. The above listing is not to be considered exclusive. The Race Director will be responsible for organizing and chairing task meetings with the City, Race Director, and other interested parties. Specific elements of the event management, planning and production services will include:

1. Overall management of all areas necessary to guarantee the successful planning and execution of the event
2. Provide regular weekly updates to City of Oak Harbor contacts in regard to registration and sponsorship sales progress, planning and promotion elements completed, challenges being faced, etc.
3. Availability to meet with City of Oak Harbor contacts whenever requested
4. Coordination with appropriate City of Oak Harbor contacts on specific areas of event
5. Procurement and acquisition of goods and services will be in compliance with City of Oak Harbor purchasing policy requirements as well as those required of a municipal corporation in Washington State under RCW.
6. Receive and respond to inquiry/customer service e-mails submitted through event website
7. Identification of all volunteer needs for the event and creation of overall volunteer plan, procurement, and training of all required volunteers needed to ensure the successful execution of the event
8. Coordination with the City of Oak Harbor, WSDOT, Washington State Parks, Island County and all other appropriate agencies and departments on all required permitting\*
  - a. *Fizz Events responsible for completing and submitting all required permit applications. City of Oak Harbor responsible for payment of all permit application and permit fees.*
9. Coordination with City of Oak Harbor, Public Works, Parks & Recreation, Police and Fire Departments and on detailed use of City of Oak Harbor roadways, parks and other facilities
10. Coordinate with City regarding parking, security, trash pick-up, recycling, shuttle information, medal distribution, event photographer, banners, balloons, and award ceremony.

11. Creation of event week load-in/delivery/set-up, event weekend and break-down/load-out timelines and contact information plans
12. Creation of event start/finish area and Expo layouts
13. Engage and coordinate with key contracted vendors including, but not limited to chip timing/electronic results provider, stage/sound/truss provider, rental equipment providers, race announcer/emcee, race Photography Company, etc.
14. Procure and manage required on-site and on-course EMT/Medical Services support
15. Complete and submit USATF sanction application and supporting paperwork
16. Design and order 2021 event participant bibs and safety pins and facilitate shipment to chip timing/electronic results provider
17. Creation, procurement and management of 2021 event participant shirts
18. Creation, procurement and management of 2021 event finisher medals
19. Creation, procurement and management of 2021 event overall finisher and age division awards
20. Update and place event rental equipment orders (portable restrooms, tents, tables, chairs, stanchions, generators, pallet jack, etc.) with event rental equipment providers
21. Book and coordinate with private security services provider for required overnight security
22. Procurement and management of all receptacles, personnel and supplies needed to manage waste/recycling in the event's Start/Finish area
23. Creation/drafting of 'sponsor script' to be read by public address announcer on-site on event weekend
24. Coordinate with the race and city agencies on all required including:
  - a. Implementation of traffic control plan including:
    - i. ▪ Coordination with National Barricade Company on order quantity of necessary equipment including: cones, delineators, barricade fencing, traffic control signs, no-park signs, etc.
    - ii. ▪ Placement and collection of all cones along all race courses (full marathon, ½ marathon, 10K, 5K, 1K)
25. Placement & staging of all traffic control diamond signs along course as well as collection after race. Signs to be pre-staged backwards
26. Flaggers and City of Oak Harbor to turn all diamond signs 15-30 minutes prior to start of race. Fizz Events to collect all signage after races
27. Fizz Events responsible for placement of all HWY 20 diamond traffic control signage as per the WSDOT outlined agreement
  - a. City of Oak Harbor responsible for creation and placement of all "advance notice" signage throughout course route and Hwy 20. Hwy 20 signage to be created as per WSDOT guidelines

28. National Barricade responsible for placement and collection of ALL “No-Park” signs along route including HWY 20 & throughout Oak Harbor (Fizz Events to coordinate)
  - a. Placement of on-course signage (including mile markers) and collection of equipment behind last participant
  - b. Location identification and placement of on-course portable restrooms in coordination with vendor
29. Management of event start and finish lines including Marathon/Half Marathon, 10K, 5K & 1K races
  - a. Including setup and management of event vendors (timing, restrooms, S/F scaffold, etc.) and finish chute
  - b. Fizz Events staff to be onsite at marathon start line to work with event vendors and city employees to ensure proper setup and coordination of marathon start
30. Fizz Events to work with event vendors to ensure proper ordering of all on course equipment including: National Barricade, Event Tent/Table/Chair Rentals, On-Course Restrooms, start/finish line entertainment, etc.
31. Coordination to identify all necessary equipment for on-course water stations including list of required items at each location prior to race date
32. Delivery and collection of all required on-course water station equipment and supplies
  - a. Fizz Events to deliver all equipment and supplies and collect after last participant on race day
  - b. Fizz Events responsible for load/unload of all on-course event deliver trucks with City of Oak Harbor employees loading palletized equipment as necessary
  - c. Fizz Events to work with event on proper order of all necessary equipment trucks
33. City of Oak Harbor responsible for pickup & drop off of all event equipment trucks

### **EVENT REGISTRATION PROGRAM**

Race Director shall provide consultation and coordination for the event registration program to include the following:

1. Consultation on event registration cutoff dates, pricing/fees for race participation
2. Coordination with online registration service provider and management of online registration process
3. Creation of mail-in and on-site registration forms
4. Input of mail-in registration forms into online registration website
5. Management of packet pick-up and ‘last gasp’ registration at Expo and event day packet pick-up and on-site event registration

## **PRE-RACE EXPO & PACKET PICKUP**

Race Director shall coordinate with the City and an Expo site provider to organize and conduct the Marathon Expo. Such tasks shall include securing the expo site, assistance with set up and vendor booth layout coordination, the rental of all necessary equipment, coordination between expo vendors, coordinating expo volunteers and coordinating the preparation and disbursement of “goody bags”. Race Director shall work with City to ensure a well-organized packet pickup for the participants and volunteers. Those specific tasks for Expo coordination are as follows:

1. Overall management of Pre-Race Expo and Packet Pickup
2. Selected expo site and create a strategic expo layout and physical setup that best suits the goals and size of the 2021 Whidbey Island Marathon event
3. Recruit and secure an adequate volume of Expo exhibitors to support the goals and size of the 2020 Whidbey Island Marathon event
4. Provide all the exhibitor contract documents needed for the securing of the exhibitors
5. Fizz Events staff onsite at event expo to:
  - a. Set up equipment within expo including all vendor tables and packet pickup tables
  - b. Assist vendors and sponsors with load-in/load-out to their proper locations
  - c. Manage ‘last gasp’ registration and volunteers handling packet pickup and disseminate aid as needed for providing troubleshooting and general race information
  - d. Arrange music and environment to be exciting and motivating for participants
6. Provide best efforts to contact “running industry” exhibitors to inform of and invite to participate in race expo
7. Ensure all volunteers complete and submit City volunteer agreement forms
8. The management of the clean-up of the Expo site ensuring that the Expo site is returned to its original condition
9. The management of all the on-site activities during the hours of operation for the Expo. This includes the management of any onsite volunteers, the coordination with any onsite exhibitors or sponsors, the coordination with the facility where the Expo takes place and all the registration and packet pickup activities
10. The creation and management of the Expo schedule, including any onsite guest speakers, or special exhibitor giveaways

## **EVENT MARKETING & PROMOTION SUPPORT**

Race Director shall develop an overall marketing, promotion, and distribution plan to ensure continued race participation levels for the 2021 Whidbey Island Marathon. This plan can include

the preparation of print ads, posters, rack cards, electronic and social media, awards, maps, banners, stuffers, campaigns, brochures and entry forms. Race Director shall consult with the City regarding public announcements, news releases and Internet advertising. Race Director will execute any and all promotional programs as agreed upon with the City. Those specific tasks for coordination of promotion and marketing tasks are as follows:

1. Provide any marketing-focused coordination required with the City of Oak Harbor and any other race partners or sponsors to ensure that a clean and consistent marketing message gets communicated to the targeted demographic of the 2021 Whidbey Island Marathon
2. Creation of a 2021 event marketing plan and timeline including strategic coordination of event website updates, Facebook campaigns, HTML e-mail blasts, event registration fee increases, print advertisements, radio advertisements (if applicable), online banner and tile advertisements, etc.
3. Coordination with contracted graphic design/layout artist on creation and production of all printed collateral and advertisements (promotional rack card, brochure, poster, half and full page print ads, etc.). Fizz Events to provide copy, images, logos and other content to be used in printed collateral and advertisements\*
  - a. *\*Whidbey Island Marathon responsible for cost of printing of collateral*
4. Management and staffing of promotional booth at Fizz Events produced in months prior to Whidbey Island Marathon
5. Distribution of promotional collateral to running stores, gyms, community centers, Boys & Girls Clubs, Y locations and other appropriate outlets
6. Identification and negotiation of cross-promotional opportunities with partner events including promotional collateral distribution, participant database trading, on-site promotional booth opportunities, etc.
7. Assist with the development of display materials for the Whidbey Island Marathon booth for the Seattle Marathon Expo and other marathon expos as requested by and subject to approval by the City

#### **EVENT WEBSITE, ELECTRONIC MARKETING & SOCIAL MEDIA**

1. Fizz Events responsible for year-round management of event website including updating sponsor logos and event FAQ, changes to the site at the closure of online registration, changes to the site on event day, etc.
2. Management/maintenance of event's social media program including scheduled strategic Facebook and Twitter campaigns. Including content and postings
3. Creation and dissemination of 6+ promotional HTML e-mails to Fizz Events owned database of 45,000+ participant e-mail addresses during key pre-event periods (price increase, event week, shirt unveil, etc.)
4. Coordination with contracted graphic design artist on creation of animated .gif electronic banner and/or tile advertisements

5. Submission of event promotional information to online calendar listings and running event calendars
6. Creation of electronic promotional PDF flyer to be distributed to running clubs in Western Washington
7. Race Director shall work with the City website administrator to assure consistency and accuracy of marketing and promotion themes

### **EVENT SPONSORSHIP PROGRAM**

Race Director shall make all reasonable efforts to secure relevant cash sponsors for the 2021 Whidbey Island Marathon events. The minimum direct cash sponsorship goal for each year is \$10,000. Race Director agrees to work closely with the City of Oak Harbor to recommend, coordinate and complete the necessary steps to ensure that the sponsor focused efforts are strategically done and not duplicated. Race Director will leverage the working relationship it has with past sponsors to invite them to become sponsors of the 2021 Whidbey Island Marathon events. Elements of the event sponsorship program include:

1. Overall management of 2021 event sponsorship sales campaign
2. Creation of 2021 event sponsorship program overview including inventory overview, benefit breakdown, timeline, etc.
3. Initiate contact with previous year's corporate sponsors and vendors in an effort to re-engage them as sponsors of 2021 races
4. Best effort to engage in-kind sponsors utilizing Fizz Events relationships with sampling companies
5. Create 2021 three-tiered general event sponsorship opportunities proposal/overview
6. Create all proposals for new sponsorship sales pitches
7. Create agreements for all sponsorship commitments
8. Coordinate with City of Oak Harbor finance representative on generating and sending sponsorship fee invoices
9. Manage sponsorship overview tracking spreadsheet ensuring compliance with all benefit commitments
10. Procure good sponsor logos/artwork and maintain logo bank to be used on all 2021 marketing applications
11. Create event weekend timeline, driving directions, parking information and instructions packet and send to sponsors two weeks prior to event weekend
12. Procure banners from event sponsors to be hung on-site in event start/finish area

### **EVENT PRODUCTION SERVICES, STAFF AND EQUIPMENT**

Race Director shall provide coordination with the City to assure all race course tasks are in place

and covered as well as conducting direct and specific race course tasks. Race Director shall provide coordination with the City to assure all Start/Finish Event tasks are in place and covered as well as conducting direct and specific Start/Finish Event tasks. Those specific tasks for Start/Finish Event coordination are as follows:

1. Management of event pre-race packet pick-up event on day prior to event day
2. Coordinate transportation of event participant shirts, packets and registration materials from pre-race packet pick-up location to event start/finish area on event day
3. On-site event direction and management by Fizz Events Event Director
4. An Fizz Events event production crew of 8-10 crew members, including overall event lead to ensure all necessary areas of course are set
5. On-site event course operations direction and management by Fizz Events Event Director
6. Procure, set and pull all tents, tables, chairs, generators, stage, public address system, portable restrooms, fencing, truss, inflatables, wind blades and other Start/Finish area equipment and elements
7. Procure, set and pull all required traffic control/street closure rental equipment and signage
8. Management of the placement and collection of all directional signage on route and in event Start/Finish area, including Start/Finish banner, mile markers, etc.
9. Procure, set and manage all elements of on-course water stations, including trash bins, tables, cups and water
10. Procure, set and manage all elements of on-course first aid stations
11. Procure, organize and coordinate awards ceremony, entertainment, food and activity tents, vendor set-up, sponsor promotions, all volunteer tasks to staff the start and finish events and an adequate number of porta-potties strategically placed and adequately stocked with associated supplies
12. Assist the City with the coordination of providing sound systems as needed, decorative amenities, refreshments as prescribed, and banners at the starts and finishes
13. Assist the City with the coordination of safe and efficient passenger shuttle service for marathon and other participants, as needed
14. Recruit and coordinate ham radio operators and motorcycle volunteers for the race course, as needed
15. Recruit, train, and coordinate all necessary volunteer assistance and training of water/aid stations
16. Recruit and coordinate all necessary volunteer assistance and training of course monitors and certified flaggers
17. Recruit and coordinate necessary law enforcement assistance
18. Coordinate and organize the gear check at the race starts and finish
19. Management of successful event day parking operations
20. Procure and manage on-site race announcer

21. On-site management of volunteers needed to assist with parking, course monitoring, Start/Finish line operations, food and water distribution, etc.
22. Clean-up of event Start/Finish area and entire route
23. Communication of final participant data to race photography company
24. Liaison between chip timing/results service provider and event to ensure successful posting of links to results and on event website following event

## **FINANCIAL**

1. Fizz Components
  - a. Fizz Events, LLC will provide the above outlined services and support of the 2021 Whidbey Island Marathon for a performance fee not to exceed \$41,500.
  - b. Fizz Events, LLC will receive 30% of total cash sponsorship and booth fee monies collected. Cash sponsorship does not include the City of Oak Harbor applications for County and City lodging Tax (2%) funding applications.
2. City of Oak Harbor Components
  - a. Whidbey Island Marathon will be responsible for the cost of hotel rooms needed for Fizz Events staff. Exact hotel room needs to be determined and agreed upon with the City at a later date.
  - b. Whidbey Island Marathon will also be responsible for all fuel needed for rental trucks during event and will reimburse Fizz Events for any additional spending to fuel trucks during event. It is expected that Fizz Events will first attempt to refuel trucks at the City of Oak Harbor Public Works fuel pumps. In the event that option is not available, Fizz Events will be reimbursed upon providing an itemized receipt for the fuel purchase.
  - c. Fizz Events would require a non-refundable deposit of \$1,000 to be paid to Fizz Events upon signing of an agreement between the City of Oak Harbor and Fizz Events in order to secure the services of Fizz Events.

## **OTHER**

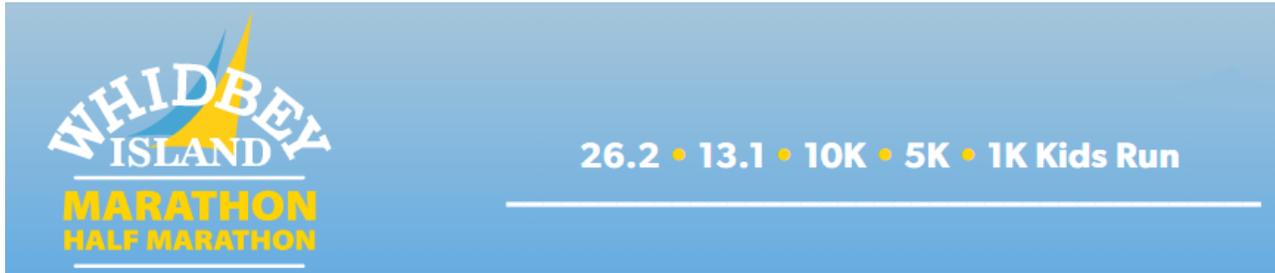
The Whidbey Island Marathon organization will be responsible for the following in addition to the above listed performance fee:

1. All permit fees, usage fees, rental equipment fees, production/service/delivery/shipping fees, insurance premiums, postage fees, donations to volunteer groups, costs of food, water, banners, signs, participant shirts, participant bibs, awards and other production supplies, required hotel rooms, fuel, advertising expenses and all other expenses associated with the production of the event will remain the responsibility of the Whidbey Island Marathon organization.
2. Whidbey Island Marathon will be responsible for reimbursing Fizz Events (upon receipt of an itemized invoice) for the cost of any additional equipment/services that Fizz Events is

authorized, in advance, by the Whidbey Island Marathon organization to procure for the event.

3. Whidbey Island Marathon will provide the financial support for all necessary/required traffic control equipment and vehicles (box or stake bed trucks) on event day.
4. City of Oak Harbor will provide to Fizz Events, LLC proof of insurance coverage.

From: Whidbey Island Marathon events@enmotive.com  
Subject: 2020 Whidbey Island Marathon Postponed  
Date: March 16, 2020 at 1:43 PM  
To:



## 2020 WHIDBEY ISLAND MARATHON POSTPONED

*Greetings -*

*The Whidbey Island Marathon has always prized itself on showcasing the natural beauty of Whidbey Island while promoting an engaging, healthy lifestyle that brings our community together. Additionally, Marathon Weekend brings thousands of visitors to support our local hotels, restaurants, stores and other small businesses in Oak Harbor and throughout Whidbey Island.*

*With the safety of our runners, residents, businesses, and visitors foremost in mind – Due to COVID-19 and the state mandates on crowd size limitations, the 2020 Whidbey Island Marathon will be postponed to a later date this year. We are currently working with our event partners, city agencies, state parks and WSDOT to determine a new date. The safety of all residents, participants, volunteers, sponsors and race officials is paramount and we appreciate your understanding while we navigate this challenging situation.*

*Once a rescheduled date has been set – we will reach out with the different options available for deferrals, rescheduling and more detailed instructions. Please allow us some time working with our partners to get these plans in place so we can provide you with specific, detailed information.*

*We know you’ve been training hard to accomplish your goals and we wish we could see you at the finish line next month, but the safety of our participants, volunteers, spectators and residents is of utmost importance.*

*Please stay safe, practice social distancing, wash your hands and of course...KEEP RUNNING! Don’t let this event or any other event being paused be the downfall of the training you’ve already put in. Get outside,*

*continue to train, keep achieving your fitness goals and stay healthy.  
Share your accomplishments, stories and pictures with our running  
community.*

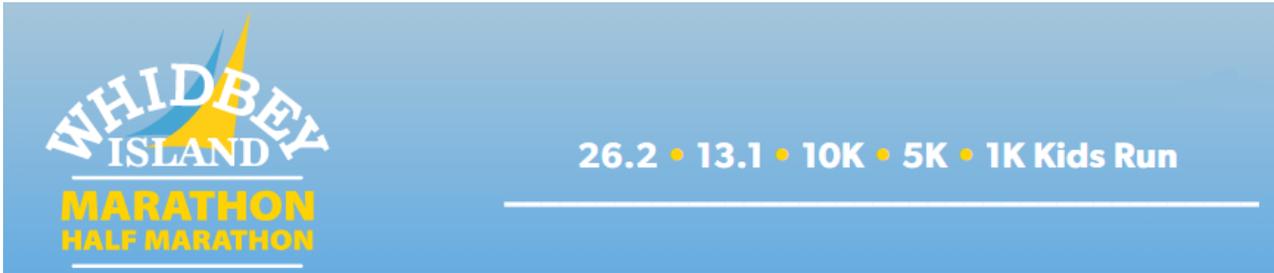
*We will see you soon runners!*

*-The City of Oak Harbor & The Fizz Events Race Team*



This email was sent to [info@fizzeventsnw.com](mailto:info@fizzeventsnw.com). To stop receiving messages from this organizer, you can [unsubscribe](#).

**From:** Whidbey Island Marathon events@enmotive.com  
**Subject:** The Whidbey Island Marathon's New Date! September 13  
**Date:** March 30, 2020 at 3:32 PM  
**To:**



## The 2020 Whidbey Island Marathon is moving from Sunday, April 19 to Sunday, September 13

We are truly grateful for all the support we have received in our decision to postpone the event. We pride ourselves on offering a fun, challenging, and scenic event for our community.

With the safety of all participants and residents in mind, we will be postponing the Whidbey Island Marathon until Sunday, September 13. This year, we are excited to partner with [Hydros for Heroes](#). This annual hydroplane race takes place on the Oak Harbor Waterfront right next to the race's finish line! There will be live music, food trucks, beer gardens, boat racing and more at this fun-filled family friendly weekend packed full of fun in Downtown Oak Harbor!

We hope everyone can join us, but we understand that it's not possible for everyone to reschedule their travel plans. We've put together multiple race options for participants. Those options are the following:

**1. Transfer to the September 13 Date:** *I'm In! I'll keep training and be at the Whidbey Island Marathon on September 13!*

**2. Virtual Run\*:** *I can't make it on September 13, but I've trained and am ready to run!* Complete your Whidbey Island Marathon run on your own between now and May 3 (two weeks after the race date) and submit your race results [HERE](#). After submission of your results, we'll mail you all your hard earned SWAG including your race bib, participant shirt and finisher medal - Free of Charge.

*\*all participants that complete the virtual race will also receive a code for a 25% discount for any race distance on September 13. (Keep training and run again with us!)*

**3. Defer to 2021 Event:** *I can't make it September 13 and don't want to complete the race virtually. Sign me up for 2021! We'd be happy to defer your race entry to the 2021 event taking place April 18, 2021*

As stated on the event website and event waiver, we have a no refund policy that has been in place for many years, which we adhere to, and is the industry standard. All registration funds from the event go back into the community, helping to pay for projects such as the Windjammer Park remodel and more. If you do not select any of the above options by April 19, we will automatically register you for the 2020 event on September 13.

**To make your selection BEFORE APRIL 19, please follow the steps below:**

1. Login to your [EnMotive Account](#)
  2. Click "My Account" in the upper right corner then choose "My Account" in the dropdown menu
  3. Click "View Registration" next to your Whidbey Island Marathon registration
  4. Scroll down to "Additional Registration Details" and click "Edit"
  5. Under "Race Options" select whether you prefer to run on the new date, virtually, or defer to the 2021 race
  6. Click "Continue" to save your selection
  7. Your registration will automatically be updated according to your selection.
- After April 19, we will begin mailing all virtual run SWAG, sending email confirmations for your switch to the September 13 race or a confirmation of your 2021 race entry!

***\*\*\*All registered runners that DO NOT make a selection will automatically be registered for the postponement date of September 13.***

*Postponing the 2020 Whidbey Island Marathon was a very difficult decision which we did not take lightly. We know how much effort you've put into training for this race and we want to recognize those accomplishments, so please join us in the future where we can celebrate everyone in the way they deserve.*

*Please stay safe, stay healthy and keep running!  
The City of Oak Harbor & Fizz Events Race Team*



This email was sent to [jared@fizzeventsnw.com](mailto:jared@fizzeventsnw.com). To stop receiving messages from this organizer, you can [unsubscribe](#).



# WHIDBEY ISLAND MARATHON

SEPTEMBER 13, 2020

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## RUN THE BRIDGE

# WHIDBEY ISLAND MARATHON & EVENTS ORIGINAL DATE - APRIL 19, 2020

## TIMELINE OF EVENTS

- October, 2019 – 2020 Event Date Announced
- Early March, 2020 – Discussion of Marathon options with City Stakeholders
- March 16, 2020 – Email to registered participants of postponement of event
- March 30, 2020 – Announcement of new September date to participants

### 2020 REG NUMBERS

(As of March 30, 2020)

MARATHON	207
1/2 MARATHON	597
10K RUN/WALK	261
5K RUN/WALK	163
KIDS 1K RUN	24
TOTALS	1,252

**2019 TOTAL PARTICIPATION – 1,626**

**2020 NUMBERS TRACKING AT 14% OVER  
2019 TOTALS AT TIME OF POSTPONEMENT**



# POSTPONEMENT OPTIONS FOR PARTICIPANTS

The Whidbey Island Marathon's goal is to provide all participants the best running experience possible in good times and bad while taking into account Island County Residents, participants from other states and other countries

- 25+ States Represented Annually
- 5+ Countries Represented Annually

## POSTPONEMENT OPTIONS:

- Transfer to Sept 13 Race Date
- Participate Virtually
- Defer to 2021 Event
- Refunds in extenuating circumstances
  - *Active Military, Out of Country, etc.*

## PARTICIPANT CHOICES:

- 849 Transferred
- 86 Virtual Participants
- 297 Deferrals
- 20 Refunds Provided
- 40 New Registrants to Date



# PRODUCING A SAFE EVENT FOR ALL PARTICIPANTS

## STATE REQUIREMENTS

- Enter Phase IV - Events of 50+ people with social distancing guidelines in place

## EVENT SAFETY MEASURES

*SAFETY MEASURE GOALS - Minimize participant contact and time participants aren't moving on course.*

- No Expo, only packet pickup or drive-thru pickup with minimal contact (outdoor vs. indoor)
- Reduction or cancellation of on-course water stations (participants carry water needed)
- Increase of shuttle buses, reduction of participants riding each shuttle
- No pre/post race entertainment provided
- START LINE - Participants given a window to start race as a "run through" start line

## EVENT SAFETY MEASURES (Cont.)

- Participants required to wear masks (possibly gloves) while not on course. Would be allowed to remove mask at pre-determined location on course once socially distanced (*running buffs provided by event*)
- FINISH LINE - All participants will be required to run through the start line. No resting near finish or exit chute
- Pre-packaged food/water only. Available to finishers as the exit the finish area
- SPECTATORS - Spectators will not be allow to congregate in groups at finish line. Will be required to wear masks at all times and be in locations that social distance guidelines can be followed
- VOLUNTEERS - Minimal Volunteers needed

# 2020 COST SAVING MEASURES

## NEW FUNDING

\$27,000 in LTAC Funding Received

- \$15,000 in County LTAC Funds
- \$12,000 in City LTAC Funds

## 2020 COST SAVINGS & SPENDING CONCIIOUSNESS

- Only Medals ordered prior to postponement
- Shirts ordered on demand
- Possible reduction of costs if on-course aid stations removed
- Possible cost savings with no post-race entertainment

## 2021 & BEYOND

- New Course Options (Possible Military Partnership)
- Return to Windjammer Park
- Additional Partnerships with Companies within Oak Harbor

*(Haggen, Local Hotels, etc.)*

## THANK YOU!

THANK YOU! to all of the event partners including the community, volunteers, sponsors, city employees, officials and council members that help make this event possible. We look forward to delivering a world class marathon experience in September of 2020, April of 2021 and beyond!



# WHIDBEY ISLAND MARATHON

“Run for a day,  
play for the weekend”



**THANK YOU!**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

**Date:** June 17, 2020

**Subject:** **ACTION ITEM: Resolution  
No. 20-19: Creating the  
CARES Selection Committee  
for the North Whidbey Island  
Small Business Relief Fund  
Program**

**FROM: Legal Department**

---

**SUMMARY STATEMENT**

Resolution 20-19 authorizes the Creation of the CARES Selection Committee for the North Whidbey Island Small Business Relief Fund Program.

The Resolution will establish:

- General selection criteria for the CARES Selection Committee Members, and
- Fair and reasonable process and procedures for applicants and award of the CARES grant funding.

A draft of proposed Resolution 20-19 will be provided at the Special Workshop Meeting.

**ATTACHMENTS**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: June 17, 2020  
Subject: Shoreline Master Program  
Periodic Review: Progress  
Report

**FROM: Cac Kamak, AICP, Interim Director Development Services**

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**SUMMARY STATEMENT**

Substantial progress has been made since the October Council workshop briefing. As you recall, WAC 173-26-090 requires this periodic review to focus on three primary Steps:

1. Incorporation of applicable Shoreline Management Act (SMA) law and Department of Ecology (DOE) rule changes since the last update (2012),
2. consistency with new, local/regional plans and development regulations (i.e. Park Plan, LID, CAO); and,
3. incorporation of changed circumstances, new information, or improved data.

The DOE provided a checklist for completion of Step 1. The checklist (Attachment 1) identifies, by year, the specific Act or rule amendment and provides columns for location in our Shoreline Master Program (SMP) where the item is addressed and local action recommended.

The consistency review under Step 2 is nearing completion. Sixteen local and regional plans have been reviewed for policy consistency and the amended development regulations associated with our Stormwater (LID) and Critical Areas Ordinance have resulted in SMP amendments. Step 2 will be the focus of discussion at a future Council workshop.

Step 3 is underway with review of new information (sea level rise), new developments/circumstances and the possible policy/code amendments resulting from our consultant work on the Residential/Bluff Conservancy Designation. The City obtained the services of Coastal Geologic Services, Inc. to perform the analysis on this designation. In addition to these required steps, there were many minor errors in the current SMP and several definition updates which will be documented and corrected.

Staff will continue to provide updates to Council and Planning Commission on this periodic review. Staff will also continue coordination with DOE to provide early feedback on our revisions. Of note, our long-time DOE liaison, David Pater, is taking a position out of the Shorelines Division and will no longer be our regional contact which is unfortunate since he was closely involved in our last comprehensive SMP update. A replacement has not been named.

**ATTACHMENTS**

1. [Department of Ecology SMA law and rule change checklist](#)

## Periodic Review Checklist

This document is intended for use by counties, cities and towns subject to the Shoreline Management Act (SMA) to conduct the “periodic review” of their Shoreline Master Programs (SMPs). This review is intended to keep SMPs current with amendments to state laws or rules, changes to local plans and regulations, and changes to address local circumstances, new information or improved data. The review is required under the SMA at [RCW 90.58.080\(4\)](#). Ecology’s rule outlining procedures for conducting these reviews is at [WAC 173-26-090](#).

This checklist summarizes amendments to state law, rules and applicable updated guidance adopted between 2007 and 2019 that may trigger the need for local SMP amendments during periodic reviews.

### How to use this checklist

See the associated *Periodic Review Checklist Guidance* for a description of each item, relevant links, review considerations, and example language.

At the **beginning of the periodic review**, use the review column to document review considerations and determine if local amendments are needed to maintain compliance. See WAC 173-26-090(3)(b)(i).

Ecology recommends reviewing all items on the checklist. Some items on the checklist prior to the local SMP adoption may be relevant.

**At the end of your review process**, use the checklist as a final summary identifying your final action, indicating where the SMP addresses applicable amended laws, or indicate where no action is needed. See WAC 173-26-090(3)(d)(ii)(D), and WAC 173-26-110(9)(b).

*Local governments should coordinate with their assigned [Ecology regional planner](#) for more information on how to use this checklist and conduct the periodic review.*

Prepared By	Jurisdiction	Date

Row	Summary of change	Review	Action
2019			
a.	OFM adjusted the <b>cost threshold for building freshwater docks</b>	<b>Chapter 6.F.3.g.</b> List of exemptions.	Amend <b>Chapter 6.F.3.g.</b> to reflect new dollar levels.
b.	The Legislature removed the requirement for a shoreline permit for <b>disposal of dredged materials at Dredged Material Management Program sites</b> ( <i>applies to 9 jurisdictions</i> )	<b>Chapter 6.F.3.</b> List of exemptions.	No amendment. Does not affect Oak Harbor.
c.	The Legislature added <b>restoring native kelp, eelgrass beds and native oysters</b> as fish habitat enhancement projects.	<b>Chapter 5.C.6.b.2.</b> Enhancement should improve sensitive plant and fish and wildlife species identified by: WDFW; WDNR; NMFS and/or USFWS.	No amendment. Existing language includes provision for this restoration.
2017			
a.	OFM adjusted the <b>cost threshold for substantial development</b> to \$7,047.	<b>Chapter 6.F.3.a.</b> list of exemptions refers to \$6,416 cost threshold.	Amend <b>Chapter 6.F.3.a.</b> to reflect \$7,047.
b.	Ecology permit rules clarified the <b>definition of “development”</b> does not include dismantling or removing structures.	<b>Chapter 7</b> (Definitions) for “development” definition.	Amend <b>Chapter 7</b> to reflect updated “development” definition.
c.	Ecology adopted rules clarifying <b>exceptions to local review under the SMA.</b>	<b>Chapter 6.F.</b> for exceptions.	Amend <b>Chapter 6.F.6.</b> to add exceptions per WAC 173-27-044.
d.	Ecology amended rules clarifying <b>permit filing procedures</b> consistent with a 2011 statute.	<b>Chapter 6.E.</b> for permit process.	Amend <b>Chapter 6.E.6. &amp; 7.</b> to reflect change in permit filing procedures.
e.	Ecology amended <b>forestry use regulations</b> to clarify that forest practices that only involves timber cutting are not SMA “developments” and do not require SDPs.	<b>Chapter 4.B.</b> – Shoreline Use Table, Forest Practices use.	No amendment. No forest practices exist within shoreline jurisdiction.
f.	Ecology clarified the SMA does not apply to lands under <b>exclusive federal jurisdiction</b>	<b>Chapter 1.D.2.</b> and <b>Chapter 2.B.1.</b> – Applicability to Federal Agencies.	Amend <b>Chapter 1.D.2.</b> and <b>Chapter 2.B.1.b. &amp; c.</b> to reflect WAC 173-22-070.

<b>Row</b>	<b>Summary of change</b>	<b>Review</b>	<b>Action</b>
<b>g.</b>	Ecology clarified “default” provisions for <b>nonconforming uses and development</b> .	<b>Chapter 6.J.</b> – Nonconforming Development.	Amend Chapter 6.J.Section to reflect changes to nonconforming uses, structures, and lots. Separate the 3 types of nonconforming standards and create a definition for each in Chapter 7.
<b>h.</b>	Ecology adopted rule amendments to clarify the scope and process for conducting <b>periodic reviews</b> .	<b>Chapter 3.B.1.b.3.</b> – Scope and process for periodic reviews.	Amend to add consistency with local policies and regulations as a review requirement.
<b>i.</b>	Ecology adopted a new rule creating an <b>optional SMP amendment process</b> that allows for a shared local/state public comment period.	<b>Chapter 6.M.4.</b> – Inclusion of optional SMP amendment process.	No amendment. States SMP review process shall be consistent with WAC 173-26. WAC 173-26-104 establishes joint review option. City Council provided direction (8/28/19) to engage in the shared process.
<b>j.</b>	<b>Submittal</b> to Ecology of proposed SMP amendments.	<b>Chapter 6.N.2.</b> – Amendments to the Master Program.	Add <b>6.N.2.</b> to address submittal requirements and move <b>6.N.2.</b> to <b>6.N.3.</b> and amend this section to reflect effective date of SMP amendments or revisions.
<b>2016</b>			
<b>a.</b>	The Legislature created a new shoreline permit exemption for retrofitting existing structure to comply with the <b>Americans with Disabilities Act</b> .	<b>Chapter 6.F.3.</b> – Reviewed for exemptions.	Add <b>6.F.3.p.</b> to reflect this exemption.
<b>b.</b>	Ecology updated <b>wetlands critical areas guidance</b> including implementation guidance for the 2014 wetlands rating system.	<b>Chapter 3.B.4.a.</b> – Primary focus is to ensure 2014 wetlands rating system is incorporated.	Amend <b>Chapter 3.B.4.a.4.h.</b> to include subsection 2 to OHMC reference. The SMP incorporates the critical areas regs. in OHMC Title 20. OHMC 20.24.010(1 & 2) refer to the 2014 wetland rating system.
<b>2015</b>			
<b>a.</b>	The Legislature adopted a <b>90-day target</b> for local review of Washington State Department of Transportation (WSDOT) projects.	<b>TBD</b>	<b>TBD</b>

<b>Row</b>	<b>Summary of change</b>	<b>Review</b>	<b>Action</b>
2014			
a.	The Legislature created a new definition and policy for <b>floating on-water residences</b> legally established before 7/1/2014.	<b>Chapter 4.D.9.c.</b> – Regulations for overwater residences.	Amend <b>4.D.9.c.4.</b> to incorporate WAC 173-26-241 (3)(j)(C). Add “floating on-water residence” to <b>Chapter 7.</b> Staff recommends changing “houseboats” to “floating on-water residence” on page 97 and in the “boathouse” definition page 125. Remove of “houseboat” definition, page 131, also recommended.
2012			
a.	The Legislature amended the SMA to clarify <b>SMP appeal procedures.</b>	<b>Chapter 6.E.</b> – Permit process.	No amendment. The existing SMP does not address the appeal process.
2011			
a.	Ecology adopted a rule requiring that wetlands be delineated in accordance with the approved <b>federal wetland delineation manual.</b>	<b>Chapter 3.B.4.a.4.h.</b> – Establishes identification and rating of wetlands.	No amendment. This Section references OHMC 20.24.010(1) which requires wetland to be identified and delineated in conformance with the currently approved federal manual and regional supplements.
b.	Ecology adopted rules for new commercial <b>geoduck aquaculture.</b>	<b>TBD</b>	<b>TBD</b>
c.	The Legislature created a new definition and policy for <b>floating homes</b> permitted or legally established prior to January 1, 2011.	<b>Chapter 4.D.9.c.</b> – Residential development.	Amend <b>Chapter 4.D.9.c</b> to include regulation for floating homes.
d.	The Legislature authorizing a new <b>option to classify existing structures as conforming.</b>	<b>Chapter 6.J.1.</b> – Nonconforming structures.	Amend <b>Chapter 6.J.1.</b> to reflect WAC 173-26-241(3)(J)(vi)(A).
2010			
a.	The Legislature adopted <b>Growth Management Act – Shoreline Management Act clarifications.</b>	Critical areas; “grandfathered” uses; effective date.	No amendment. All GMA/ SMA clarifications addressed.
2009			
a.	The Legislature created new “relief” procedures for instances in which a <b>shoreline restoration</b>	<b>Chapter 5.C.1.c.14.</b> – Shoreline restoration and ecological enhancements.	No amendment. Addressed in <b>Chapter 5.C.1.c.14.b.</b>

Row	Summary of change	Review	Action
	<b>project within a UGA</b> creates a shift in Ordinary High Water Mark.		
<b>b.</b>	Ecology adopted a rule for certifying <b>wetland mitigation banks</b> .	<b>Chapter 3.B.4.</b> – Critical Areas and Flood Hazard Areas.	No amendment. Wetland mitigation banking addressed in OHMC 20.24.050(4).
<b>c.</b>	The Legislature added <b>moratoria authority</b> and procedures to the SMA.	<b>Chapter 6.N</b> – Amendments to the Master Program.	Amend Chapter 6.N to add #3 to address moratorium under the SMA.
<b>2007</b>			
<b>a.</b>	The Legislature clarified <b>options for defining "floodway"</b> as either the area that has been established in FEMA maps, or the floodway criteria set in the SMA.	<b>Chapter 3.B.4.a.2.</b> – Critical Areas and Flood Hazard Areas.	Amend <b>Chapter 7</b> Definitions. <b>Chapter 3.B.4.a.2.</b> refers to OHMC Chapter 17.20 for flood regulations. The OHMC establishes the FEMA maps as our adopted flood mapping source. Floodway definition in Chapter 7 needs refining.
<b>b.</b>	Ecology amended rules to clarify that <b>comprehensively updated SMPs shall include a list and map of streams and lakes</b> that are in shoreline jurisdiction.	<b>Chapter 1.C.2.</b> – Applicable shoreline jurisdiction in Oak Harbor.	No amendment. <b>Chapter 1.C.2.</b> clearly states there are no streams, rivers, or lakes within Oak Harbor’s shoreline jurisdiction. There has been no change since that determination.
<b>c.</b>	Ecology’s rule listing statutory exemptions from the requirement for an SDP was amended to include fish habitat enhancement projects that conform to the provisions of RCW 77.55.181.	<b>Chapter 6.F.</b> – Substantial Development Permits and Exemptions.	No amendment. <b>Chapter 6.F.3.m.</b> identifies projects to improve fish or wildlife habitat or fish passage as exempt when in conformance with WAC 173-27-040(2)(p).

### Additional amendments

Modify this section, as needed, to reflect additional review issues and related amendments. The summary of change could be about Comprehensive Plan and Development regulations, changes to local circumstance, new information, or improved data.

Two example formats:

SMP section	Summary of change	Review	Action

SMP Section	Summary of change	Discussion

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: June 17, 2020

Subject: Housing Action Plan Update

FROM: Cac Kamak, Interim Director Development Services

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### **SUMMARY STATEMENT**

In conformance with the WA Department of Commerce grant, staff has been working with the consultant firm LDC, Inc. to initiate a Housing Action Plan (HAP) for the City. The intent of this plan is to provide us with an updated resource to assess our current housing profile and future housing needs and offer strategies and recommendations for policy or development regulations that will allow for improving a variety of housing types and residential lifestyles, accommodating households in varying income ranges.

Initial project tasks have been completed including:

- Project Charter (Attachment 1);
- Public Involvement Plan (Attachment 2); and,
- Project schedule (Attachment 3).

A webpage presence will also be heavily utilized throughout this project to ensure the interested public has access to all data/documents produced. A Stakeholder Advisory Committee (SAC) will also be formed with membership from key individuals representing various organizations and groups who have a vested interest in housing needs and availability. Data collection has begun on the Housing Needs Assessment. A draft of this assessment will be available for review in mid-August and be presented to the Planning Commission and City Council.

### **ATTACHMENTS**

1. [City of Oak Harbor HAP Project Charter](#)
2. [City of Oak Harbor HAP Public Involvement Plan](#)
3. [City of Oak Harbor HAP Schedule](#)

**DRAFT**

**CITY OF OAK HARBOR HOUSING ACTION PLAN  
PROJECT CHARTER**



**June 1, 2020**



# **CITY OF OAK HARBOR HOUSING ACTION PLAN PROJECT CHARTER**

## **Purpose**

The purpose of a Project Charter is:

- ✓ To provide an understanding of the project, the reason the project is being conducted, its justification, and to provide guidance for completion;
- ✓ To establish the general scope of work and project schedule;
- ✓ To establish communication protocols; and,
- ✓ To identify potential risks and strategies to address those risks.

## **Project Background**

The Washington State Department of Commerce (“Commerce”) received \$5 million in the 2019 Legislative Session to provide grant funds to local governments for activities to increase residential building capacity, streamline development, or develop a Housing Action Plan (HAP).

The City of Oak Harbor has chosen to develop a HAP that will focus on encouraging construction of a greater variety of additional affordable and market rate housing types that are accessible to a variety of incomes. Specifically, the HAP project will:

- ✓ Quantify existing and projected housing needs for all income levels
- ✓ Develop strategies to increase the supply of housing needed by those income levels
- ✓ Analyze population and employment trends
- ✓ Consider strategies to minimize displacement of low-income residents resulting from redevelopment
- ✓ Review and evaluate the Comprehensive Plan Housing Element
- ✓ Provide for participation and input from a variety of stakeholders
- ✓ Include a schedule of programs and actions for implementation of the HAP

The Commerce deadline for adoption of the HAP is June 30, 2021. However, it is expected the Oak Harbor City Council will adopt the HAP by May 31, 2021.

## **Project Goals and Objectives**

As noted in the Oak Harbor’s Comprehensive Plan, almost half of the City’s homeowner and renter households are classified as cost-burdened by rising housing costs, meaning they pay more than 30 percent of their income toward their housing. In an effort to address this issue, to encourage the preservation of existing affordable housing, and to help promote development of new housing, the City is developing a HAP to gain a better understanding of housing issues and challenges the City faces.

## Goals

- ✓ Assess the housing needs of Oak Harbor
- ✓ Through a comprehensive public engagement process, develop a strategy addressing housing needs for the citizens of Oak Harbor
- ✓ Prepare a HAP that is consistent with the housing element of the City's Comprehensive Plan and addresses goals and policies

## Objectives

- ✓ Develop strategies and recommendations to increase the supply and types of housing needed in Oak Harbor
- ✓ Develop zoning, regulatory, and incentive strategies to support housing that meets the needs of Oak Harbor
- ✓ Evaluate and refine existing housing policies and actions
- ✓ Develop recommendations for improvement based on housing needs assessment data
- ✓ Identify a schedule of programs/actions to implement the recommendations of the HAP
- ✓ Create a collaborative process that is inclusive and focused on housing solutions

## Project Team Members

### City of Oak Harbor

Cac Kamak	Interim Development Services Director	City of Oak Harbor
Dennis Lefevre	Senior Planner (Project Manager)	City of Oak Harbor
Ray Lindenburg	Associate Planner	City of Oak Harbor

### LDC (consulting team)

Todd Hall	Planning Manager	LDC, Inc.
Matt Covert	Planner	LDC, Inc.
Isaac Anzlovar	Permit Tech	LDC, Inc.
Samantha Adams	Permit Tech	LDC, Inc.

Dennis Lefevre, Senior Planner, City of Oak Harbor, is the project manager and responsible for day to day management of the project. LDC, Inc., is the contracted consulting team assisting the City of Oak Harbor during the project.

The project team will communicate bi-weekly to provide guidance and updates during the course of the project to discuss project tasks, project status and to ensure the project schedules stay on course and deliverable due dates are met. Schedule and scope adjustments may occur on an as-needed basis. Notes of informal meetings will be emailed at the conclusion of meetings. Minutes will only be taken for any formal project meetings.

## Public Participation / Project Webpage

A major component of this project is to allow for public participation and opportunities for engagement. The City and consulting team will provide for both online and in-person engagement opportunities throughout the project timeline. Any meetings associated to the project will be posted on the website in a conspicuous location.

In addition, a project webpage (landing page) will be hosted on the City’s website. This website will be frequently updated with general project information, project timelines, meeting dates/times, and an opportunity to directly comment on project documents that are uploaded to the site during the course of the project.

## External Communications Protocols

Dennis Lefevre, Senior Planner, City of Oak Harbor, is the project manager. Any external communications (i.e. project stakeholders, public, media, etc.) will be routed through Mr. Lefevre. No external communication is to be routed to the consulting team.

LDC/City will mutually manage meeting scheduling, format, and arrangements. For formal meetings, the City and consulting team will provide agendas and any presentation materials necessary for the meetings. Meeting minutes will only be taken for formal meetings.

## Estimated Project Schedule

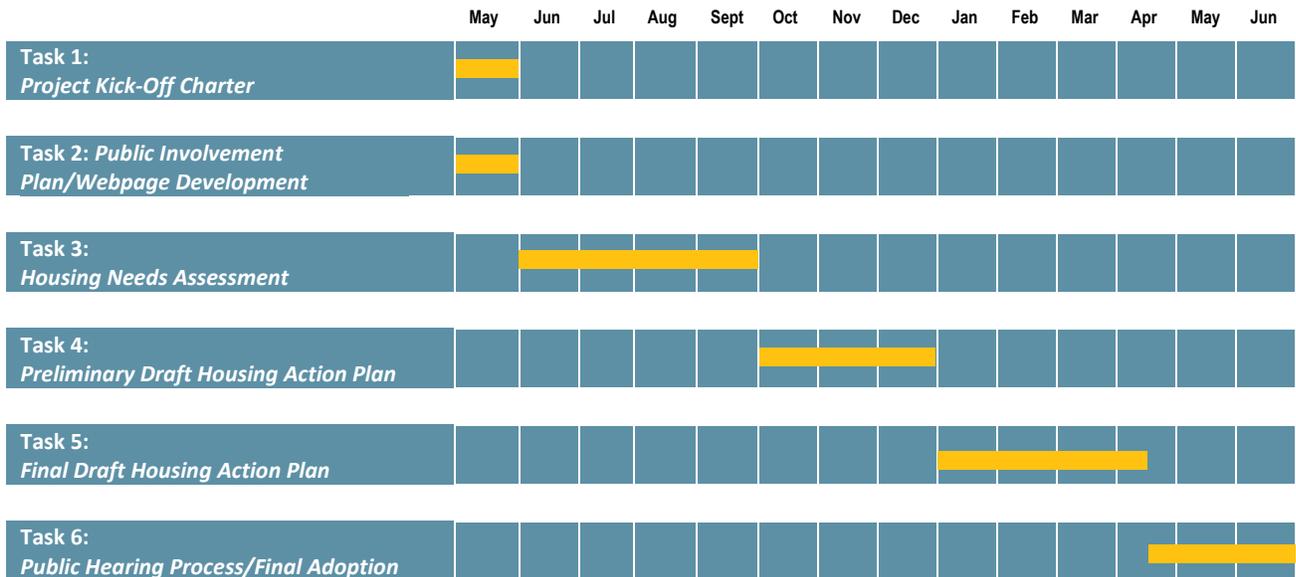
The following is a general project schedule, which is subject to change. Refer to Appendix A - Scope of Work for a more detailed list of project tasks.

Task	Dates
Task 1: Project Kick-Off/Charter	April 22 – May 31, 2020
Task 2: Public Involvement Plan/Webpage Development	May 1 – May 31, 2020
Task 3: Housing Needs Assessment	June 1 – September 30, 2020
Task 4: Preliminary Draft Housing Action Plan	October 1 – December 31, 2020
Task 5: Final Draft Housing Action Plan	January 1 – April 15, 2021
Task 6: Public Hearing Process/Final Adoption	April 15 – May 31, 2021

## Project Deliverables

<b>Task 1</b>	<ul style="list-style-type: none"> <li>Project Charter distributed to project team (LDC)</li> <li>Project schedule (LDC)</li> <li>Establish website landing page (LDC)</li> </ul>
<b>Task 2</b>	<ul style="list-style-type: none"> <li>Public Involvement Plan (LDC)</li> <li>Develop SAC Membership, SAC engagement invitation and send to key stakeholders &amp; public (City/LDC)</li> <li>Lead facilitation with Planning Commission and City Council (City)</li> </ul>

<b>Task 3</b>	<ul style="list-style-type: none"> <li>• Housing Needs Assessment (LDC)</li> <li>• Review/comment by City (City)</li> <li>• Revise document, if necessary (LDC)</li> </ul>
<b>Task 4</b>	<ul style="list-style-type: none"> <li>• Preliminary Draft Housing Action Plan (LDC/City)</li> <li>• Support staff with Preliminary Draft Plan (LDC)</li> </ul>
<b>Task 5</b>	<ul style="list-style-type: none"> <li>• Final Draft Housing Action Plan (LDC/City)</li> <li>• Support staff with Final Draft Plan (LDC)</li> <li>• Public notification/mailings (City) (LDC assist w/ project page)</li> <li>• Support staff at hearing, if requested (LDC)</li> </ul>
<b>Task 6</b>	<ul style="list-style-type: none"> <li>• Present Final Housing Action Plan to City Council (City)</li> <li>• Public notification/ mailing (City) (LDC assist w/ project page)</li> </ul>



## Assumptions and Constraints

Assumptions - Involved staff and stakeholder groups will have time to devote to the project in the schedule identified in this Charter. Public engagement will be available online and in-person (when practical). The project budget will be sufficient to complete the project.

Constraints - Limited staff resources. The city has identified the senior planner as the only staffing resource dedicated for this project. At the time of writing of this Charter, there are no other expected constraints for the project.

## Expectations and Keys to Success

The following factors will be necessary to ensure project success:

- Build trust with project stakeholders and the community at-large
- Establish common goals among the project team and stakeholders
- Provide clear, concise, and consistent messaging

- Provide documents that are easy to understand by the general public
- Encourage participation from all populations, including elderly and under-represented population
- Ensure a higher awareness and understanding of housing needs and issues

## **Project Risks and Mitigation**

The following is a list of potential risks that have been identified for this project:

1. Lack of understanding of the project – A housing needs assessment and housing action plan are needed to identify both short- and long-term housing needs within the City of Oak Harbor. The overall process and methods of identifying these needs may not be understandable to the general public. The project team should collectively work together to ensure that messaging is clear, understandable and accurately represents the issues raised by project stakeholders and participants.
2. Public engagement methods – Due to the recent COVID-19 pandemic, State and Federal government have placed restrictions on public gatherings, severely impacting opportunities for traditional public engagement methods. Even after the pandemic passes, there may be a greater fear of meeting in-person for quite some time. This has a significant effect on those who prefer to engage face-to-face vs. online, either by choice or because of a lack of online resources (Internet). The project team will need to assess current conditions at the time of each phase of the project, adjust participation methods and ensure that whatever the current health directives and social distancing protocols are in place, that the public is engaged to the best extent possible.
3. Limited staffing and duration of grant window – As noted above, the city has one assigned planner to this project. Depending on the Planning Department’s work program, the City’s project manager may be assigned to other projects as needed. This may have an impact on meeting project deliverables and deadlines as noted in the Commerce grant award and schedule. In order to ensure the project stays on track and the housing action plan is adopted by the June 30, 2021 deadline as mandated by Commerce, the city will need to ensure continuous staff resources throughout the life of the project.
4. Housing Action Plan through Legislative Process – During the budget/holiday season (October – early January), City Council agendas are typically busy with review and approval of the budget, and due to limited available meetings there may be a delay in review of the draft Housing Action Plan. In order to ensure the project stays on schedule, the project team should inform the Council that due to the grant deadlines for the project, every effort should be made to accommodate project review during the budget season.

## Appendix A – Scope of Work

### PHASE 1: LEARN

#### ACTION 1.1: INITIAL CITY VISIT/LEADERSHIP/PROJECT MANAGEMENT

STEP 1.1.1 Meet with appropriate City staff. Discuss existing housing conditions, community values/needs/issues and goals and expectations of Housing Action Plan. Discuss schedule, deliverables, communication protocols, public outreach methods/opportunities.

#### ACTION 1.2: PUBLIC INVOLVEMENT PLAN (PIP)/ESTABLISH WEBSITE – STORY MAP

STEP 1.2.1 Establish stakeholder advisory committee (SAC).

STEP 1.2.2 Identify and involve local and regional developers with interest in developing low- to moderate-income housing.

STEP 1.2.3 Develop PIP outlining: schedule, approaches, methods, goals, activities, stakeholders, team responsibilities, identification of venues & translation needs.

#### Deliverables/Assumptions:

- Kick-off Meeting
- City Housing Tour
- SAC Membership/Charter
- PIP/Schedule
- Project Website – Story Map

### PHASE 2: EXPLORE

#### ACTION 2.1: HOUSING NEEDS ASSESSMENT

STEP 2.1.1 Quantify existing and projected housing needs for all income levels, including extremely low-income households/documentation of housing and household characteristics/cost burdened households (Housing Gap Analysis).

2.1.1.1 Document type and age of housing.

2.1.1.2 Identify how many households in each income segment are paying more than 30% of income for housing.

2.1.1.3 Identify housing and household characteristics.

2.1.1.4 Identify various levels of cost burdened households.

2.1.1.5 Project housing needs based on anticipated population forecast/all income levels.

2.1.1.6 Analyze population trends/forecasts.

2.1.1.7 Develop plan for maintaining existing housing stock within the City.

STEP 2.1.2 Review and evaluate effectiveness of current code provisions related to housing (Land Use Code Audit).

STEP 2.1.3 Identify barriers to accessing and production of housing.

STEP 2.1.4 Consider strategies to minimize displacement of low-income residents resulting from redevelopment.

STEP 2.1.5 Review Housing Needs Assessment with SAC.

Deliverables/Assumptions:

- Complete draft Housing Needs Assessment to review with SAC and Planning Commission.
- GIS maps/visuals supporting Housing Needs Assessment, identifying housing needs within City (neighborhoods).

**PHASE 3: PRELIMINARY STRATEGIES**

ACTION 3.1: DEVELOP INCENTIVES, STRATEGIES AND PROGRAMS INCREASING THE SUPPLY/VARIETY OF HOUSING TYPES IDENTIFIED IN THE HOUSING NEEDS ASSESSMENT

STEP 3.1.1 Identify housing types that are recommended and allowed by zoning.

STEP 3.1.2 Identify the types and densities of housing needed based on demographic and economic segments.

STEP 3.1.3 Identify incentives and regulations to encourage a variety of housing types.

STEP 3.1.4 Review trade-offs in various code requirements as they affect the yield of housing development (i.e. parking requirements, setbacks, and open space).

STEP 3.1.5 Evaluate the Housing Element to determine the effectiveness of development regulations in implementing these policies, whether short/long-term, fiscal impacts.

STEP 3.1.6 Develop financial analysis based on the identified incentives.

STEP 3.1.7 Review with SAC.

Deliverables/Assumptions:

- Complete list of incentives and financial analysis.
- Coordination with staff during strategy development.

**PHASE 4: DRAFT HOUSING ACTION PLAN**

ACTION 4.1: PRELIMINARY DRAFT HOUSING ACTION PLAN

STEP 4.1.1 Development of draft Housing Action Plan.

STEP 4.1.2 Provide draft to staff/leadership/public for comment and review

4.1.2.1 Implement PIP, as developed in ACTION 1.2.

STEP 4.1.3 Identify schedule of programs and actions to implement the recommendations of the Housing Action Plan.

Deliverables/Assumptions:

- Draft plan for staff/leadership/public review.
- In collaboration with City, provide updated project information to website/storymap.
- LDC to coordinate with staff for public noticing.

## **PHASE 5: FINAL REVIEW & ADOPTION**

### ACTION 5.1: FINAL HOUSING ACTION PLAN

STEP 5.1.1 Refine and finalize documents based on staff/public/SAC comments.

STEP 5.1.2 Additional review/comment by PC/CC at public hearings.

### Deliverables/Assumptions:

- Provide clean final copy of Housing Action Plan and supporting documents.
- Final website update with complete document.

COVER PAGE

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# **CITY OF OAK HARBOR HOUSING ACTION PLAN**

## **PUBLIC INVOLVEMENT PLAN**

### **Goal**

The goal of the Public Involvement Plan (PIP) for the Housing Action Plan (HAP) is to achieve valuable public involvement and input during the project. The PIP acts as a guide to:

- ✓ Engage and obtain input from the public, key stakeholders, and various community groups and organizations in Oak Harbor and the surrounding community
- ✓ Convey project information in a clear and meaningful way
- ✓ Provide a transparent and open decision-making process

### **Project Overview**

Washington State Engrossed 2nd Substitute House Bill 1923 (ES2HB 1923) granted the Washington State Department of Commerce ("Commerce") \$5 million in the 2019 Legislative Session to provide grant funds to local governments for activities to increase residential building capacity, streamline development, or develop a Housing Action Plan. The City of Oak Harbor received an \$80,000 grant from Commerce to complete a HAP, the goal of which will be to assess current and future housing needs and offer strategies and recommendation for policy or development regulations that will allow for a variety of housing types with varying income ranges.

Per RCW 36.70A.600(2), the scope of work for a housing action plan is:

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. A housing action plan may utilize data compiled pursuant to RCW [36.70A.610](#). The housing action plan should:

- (a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;
- (b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;
- (c) Analyze population and employment trends, with documentation of projections;
- (d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;
- (e) Review and evaluate the current housing element adopted pursuant to RCW [36.70A.070](#), including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;
- (f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and

(g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.

The City of Oak Harbor has chosen to develop a HAP that will focus on encouraging construction of a greater variety of additional affordable and market rate housing types that are accessible to a variety of incomes. Specifically, the HAP project will:

- ✓ Quantify existing and projected housing needs for all income levels
- ✓ Develop strategies to increase the supply of housing needed by those income levels
- ✓ Analyze population and employment trends
- ✓ Consider strategies to minimize displacement of low-income residents resulting from redevelopment
- ✓ Review and evaluate the Comprehensive Plan Housing Element
- ✓ Provide for participation and input from a variety of stakeholders
- ✓ Include a schedule of programs and actions for implementation of the HAP

### Housing Action Plan Process

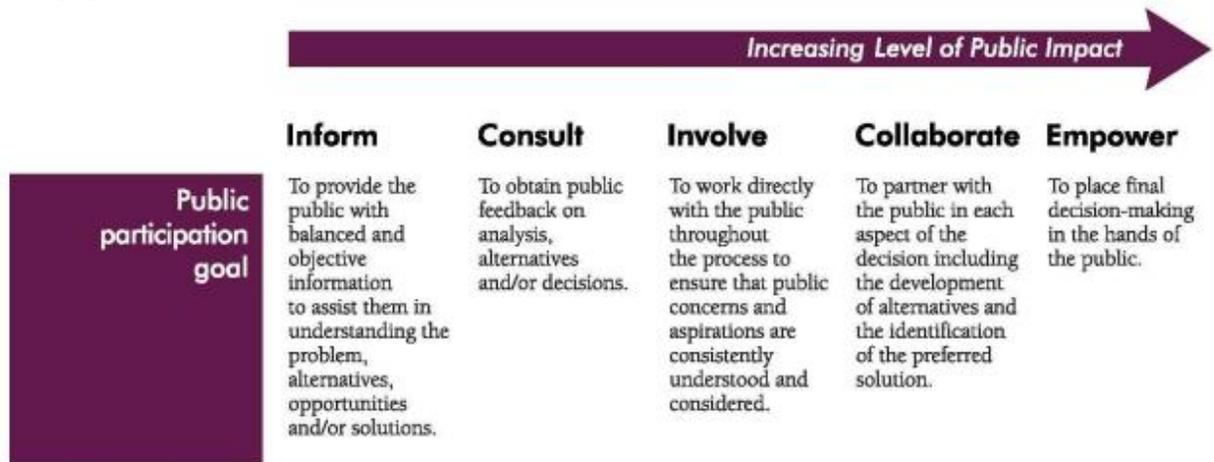
Below is a graphical representation of the process for the HAP project. A detailed scope of work is provided in Appendix B.



## Public Involvement

Since the development of the HAP will require public input, and to ensure residents and stakeholders are given opportunity to remain engaged during the development of the HAP, the City has created this PIP that identifies effective strategies and various methods for public engagement. The overarching goal of the PIP is to provide a guide to proactively encourage public participation during the Housing Action Plan project.

Below is a graphic from the International Association of Public Participation (IAP2)'s spectrum of public participation, which shows varying levels of engagement based on the level of public impact. Because the level of public impact of the HAP is high, the public and stakeholders will be engaged at the "inform," "consult," "involve," and "collaborate" levels.



*IAP2 Spectrum of Public Participation (source: [www.iap2.org](http://www.iap2.org))*

## Project Team Roles

### Development Services - City of Oak Harbor

The City of Oak Harbor Development Services Department will be the primary Project Manager for this HAP project. City staff will be responsible for the overall management and distribution of public information regarding the public involvement process. In addition, City staff will also:

- Coordinate with all applicable agencies, including Department of Commerce, who play a role or have direct interest in the development of the HAP
- In partnership with consulting team (LDC), provide frequent updates, as needed, on the City's website and project landing page
- In partnership with consulting team (LDC), develop a stakeholder advisor committee (SAC) made of key community and business stakeholders who have interest in the HAP
- Inform decisionmakers about HAP project requirements
- Inform Planning Commission, City Council, SAC and all interested parties of all key project milestones and deliverables
- Document and keep all public records pertaining to the HAP project

## **Primary Project Contacts**

### **City of Oak Harbor**

Dennis Lefevre

Senior Planner

[dlefevre@oakharbor.org](mailto:dlefevre@oakharbor.org)

360-279-4513

Dennis Lefevre, Senior Planner, City of Oak Harbor, is the Project Manager and responsible for day to day management of the project. LDC, Inc., is the contracted consulting team assisting the City of Oak Harbor during the project. All communications shall be directed to Mr. Lefevre.

## **Planning Commission / City Council - City of Oak Harbor**

City staff, with assistance by LDC, Inc. will present information and key policy decisions to the Planning Commission and City Council at specific milestones during the HAP project. The Planning Commission will review proposed housing policy recommendations and will provide feedback to City Staff. Staff will then present draft documents, including the Housing Needs Assessment (HNA) and HAP, to the Planning Commission, and then they will forward their recommendation to City Council for their review and consideration. City Council will be periodically updated during the course of the project, with the final documents being presented for their consideration and ultimately final adoption.

## **Stakeholder Advisory Committee (SAC)**

The City's HAP Stakeholder Advisory Committee (SAC) will be a group composed of no more than      members who have been identified by the project team as individuals, organizations and interest groups who represent diverse viewpoints of community stakeholders on housing issues in Oak Harbor. The SAC will work in conjunction with the HAP project team to provide feedback and guidance, including:

- Identifying existing challenges and barriers to providing affordable mix of housing types
- Assisting project team in considering various housing issues, various approaches to addressing housing needs and potential policy recommendations
- Review and provide comments on both the draft HNA and HAP

## **Public Involvement Strategy**

A major component of this project is to allow for public participation and opportunities for engagement. The City and consulting team will provide for both online and in-person engagement opportunities throughout the project timeline. Any meetings associated to the project will be posted on the website in a conspicuous location.

### **A. Interested Groups and Citizens**

The City will make every effort to fully engage and encourage involvement of all stakeholders, whether public or private, local tribes, Federal agencies, State agencies, housing and community service providers, and other local governments. A list of anticipated stakeholders is provided below, while a full stakeholder contact list is provided in Attachment A – Stakeholder Contact List.

#### **City of Oak Harbor Decisionmakers/Advisory Bodies**

- City Council
- Planning Commission
- HAP Stakeholder Advisory Committee

#### **City of Oak Harbor Staff**

- City Administration
- Development Services
- City Attorney

#### **State & Federal**

- Washington State Department of Commerce
- Naval Air Station – Whidbey Island

#### **Tribes**

- Samish Indian Nation
- Swinomish Indian Tribal Community
- Lummi Nation
- Stillaguamish
- Tulalip Tribes
- Upper Skagit

#### **Other Local Government**

- Island County Planning & Community Development
- Oak Harbor Public Schools

#### **Business Stakeholders**

- Oak Harbor Chamber of Commerce
- Economic Development Council for Island County

## **Housing & Community Service Providers**

- Island County Human Services
- Senior Services of Island County
- Island County Housing Support Authority
- Habitat for Humanity of Island County
- United Way of Island County
- Opportunity Council

## **B. Stakeholder Advisory Committee**

As noted above, the SAC is made up of key individuals who represent various organization and groups who have a vested interest in housing needs and availability. The SAC will “meet” either in-person or web-conference at periodic intervals throughout the HAP project. It is expected, at a minimum, that the SAC will hold at least 3 meetings:

1. Kick-off meeting – project discussion, goals/objectives, issues/challenges
2. Draft Housing Needs Assessment (HNA) – Review and comment on findings and data
3. Draft Housing Action Plan – Review and comment on policy recommendations

## **C. Public Outreach Approach**

The City of Oak Harbor will provide public outreach methods that ensures the general public and key stakeholders are provided various opportunities to participate and are regularly informed about the project status.

### **Public Meetings**

- Stakeholder Advisory Committee meetings will be held, either in-person (location TBD) or via online
- Planning Commission meetings/hearings will be held at City Hall
- City Council meetings/hearings will be held at City Hall
- Other in-person public engagement events may be held at other local events at City’s discretion

### **Online Media**

- Project Webpage – A project website (landing page) will be added to the City’s website where citizens and interest groups can review draft documents and provide comments, view schedule information, check for meeting notices, and obtain general project information. The project landing page, [www.oakharborwaHAP.konveio.com](http://www.oakharborwaHAP.konveio.com) will be the primary website for the most up-to-date project information.
- Facebook – General information, including meeting dates and key dates will be published on the City’s Facebook page, including a link to the project landing page (see link above).
- YouTube – The public may watch Planning Commission, City Council and any other recorded meetings to obtain information about the project as they are available.

### **Mailing List**

A stakeholder email list will be maintained by the City. The list will be used to notify stakeholders about key dates and general progress regarding the project. They will also be informed of various engagement methods and opportunities as they arise.

### **Surveys**

Throughout the project, the project team may administer surveys to gather information and data regarding specific topics. Surveys will be found on the project landing page during various stages. The public will be informed as to when the surveys are available.

### **Media**

The City's official newspaper (Whidbey News-Times) will be regularly informed about the HAP project and receive copies of all official notices. Notices will be sent to local news media to announce public engagement opportunities, key project dates and any general project information.

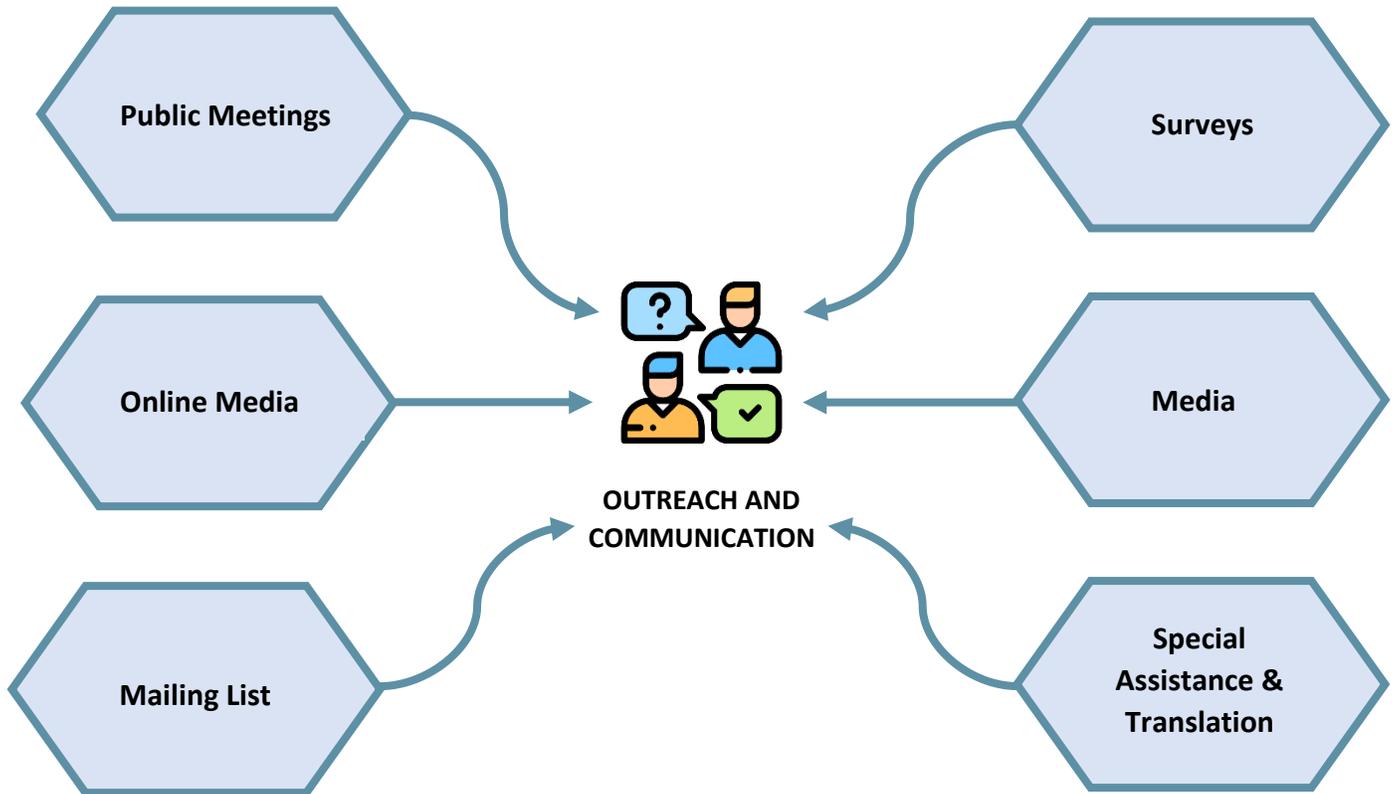
### **Other Posting Sites**

Notices of public meetings, events and other key dates will be posted at all City official noticing locations, including Oak Harbor City Hall, Oak Harbor Library, Oak Harbor Public Works Department and Oak Harbor Chamber of Commerce. Notices may also be posted at other locations at the City's discretion.

### **Special Assistance/Translation Needs**

To the best extent possible, the City should identify the best method to disseminate information to those who require special services or document translation. This includes individuals with Access and Functional Needs (AFN), individuals covered under the Americans with Disabilities Act (ADA) and people with Limited English Proficiency (LEP). This engagement is in conjunction with the participation of local, state and federal government partners. While the City of Oak Harbor currently does not meet the minimum requirements for LEP persons, the City can contact translators should the need arise.

## Public Outreach Approach



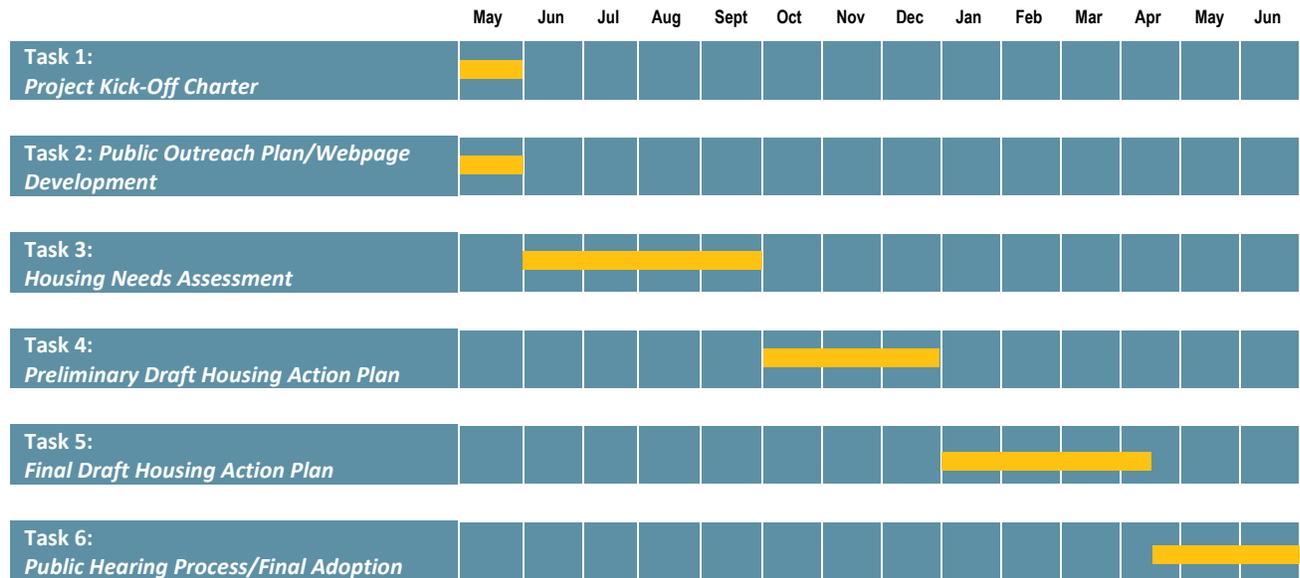
## Communications Protocols

Dennis Lefevre, Senior Planner, City of Oak Harbor, is the Project Manager. Any external communications (i.e. project stakeholders, public, media, etc.) will be routed through Mr. Lefevre. No external communication is to be routed to the consulting team.

Dennis Lefevre, Senior Planner, City of Oak Harbor, [dlefevre@oakharbor.org](mailto:dlefevre@oakharbor.org), 360-279-4513

## Project Timeline

The following is an estimated project timeline, which is subject to change. Refer to Appendix B – Scope of Work and Appendix C – Project Timeline for more details regarding specific project details and schedule.



## PIP Risks and Opportunities

As is the case with most long-range plans requiring public involvement, there is always some level of risk depending on the overall success of the engagement process. The following items outline potential issues, threats and risks the HAP project faces with regarding to garnering public participation. Some of these items are repeated from the Project Charter.

1. Lack of understanding of the project – A HNA and HAP are needed to identify both short- and long-term housing needs within the City of Oak Harbor. The overall process and methods of identifying these needs may not understandable to the general public. The project team should collectively work together to ensure that messaging is clear, understandable and accurately represents the issues raised by project stakeholders and participants.
2. Public engagement methods – Due to the recent COVID-19 pandemic, State and Federal government have placed restrictions on public gatherings, severely impacting opportunities for traditional public engagement methods. Even after the pandemic passes, there may be a greater fear of meeting in-person for quite some time. This has a significant effect on those who prefer to engage face-to-face vs. online, either by choice or because of a lack of online resources (Internet). The project team will need to assess current conditions at the time of each phase of the project, adjust participation

methods and ensure that whatever the current health directives and social distancing protocols are in place, that the public is engaged to the best extent possible.

3. Difficulty in reaching underserved or transient communities – Similar to item 2 above, there may be some challenges in reaching out to sectors of the community that have limited access or ability to participate. These may include low-socio economic segments, military families who frequently move, or the elderly population which may not have the ability to easily connect and participate.
4. Some community groups may feel underrepresented – The subject of housing availability and affordability is a challenging and, in many ways, sensitive topic of discussion amongst many socio-economic, political and age groups which may lead to debate. As a result, there may be final policy recommendations that may not fully address concerns of particular groups or citizens.
5. Survey may not accurately represent all stakeholder and public interests – Surveys are challenging in many ways. Survey questions may be difficult to understand, or they may be misleading or open-ended. Many times, surveys are too lengthy, which then leads to disinterest in the entire survey. Because of this, there may be a lack of respondents, which then leads to ineffective results. Surveys for this project should be short, easy to understand and used only sparingly where data proves to be very useful for data collection.

## Appendix A – Stakeholder Contact List

### Federal & State

Organization	Name	Title	Contact Info
NAS Whidbey	Brian Tyhuis	Community Planning Liaison Officer - NASWI	<a href="mailto:brian.tyhuis@navy.mil">brian.tyhuis@navy.mil</a>
Washington State Department of Commerce	Valerie Smith	Senior Planner	<a href="mailto:valerie.smith@commerce.wa.gov">valerie.smith@commerce.wa.gov</a>

### Tribes

Organization	Name	Title	Contact Info
Samish Indian Nation	Ryan Walters	Planning Director	<a href="mailto:ryanw@samishtribe.nsn.us">ryanw@samishtribe.nsn.us</a>
Swinomish Indian Tribal Community	Zam DeShields	Planning Director	<a href="mailto:zdeshields@samishtribe.nsn.us">zdeshields@samishtribe.nsn.us</a>
Lummi Nation			
Stillaguamish			
Suquamish			
Tulalip Tribes			
Upper Skagit			

### Other Local Government/Organizations

Organization	Name	Title	Contact Info
Oak Harbor City Council	TBD	Councilmember	TBD
Oak Harbor Planning Commission	TBD	Planning Commissioner	TBD
Island County Planning & Community Development	Jessica Carpenter	Director	<a href="mailto:j.carpenter@islandcountywa.gov">j.carpenter@islandcountywa.gov</a>
Oak Harbor Public Schools	Dr. Lance Gibbon	Superintendent	<a href="mailto:lgibbon@ohsd.net">lgibbon@ohsd.net</a>
Whidbey Camano Land Trust	Stephanie Wiegard	Community Engagement Director	<a href="mailto:stephanie@wclt.org">stephanie@wclt.org</a>

## Business Stakeholders

Organization	Name	Title	Contact Info
Oak Harbor Chamber of Commerce	Miranda Hoppock	Executive Director	<a href="mailto:miranda@oakharborchamber.com">miranda@oakharborchamber.com</a>
Economic Development Council for Island County	Sharon Sappington	Executive Director	<a href="mailto:info@edcislandcounty.org">info@edcislandcounty.org</a>

## Housing & Community Service Providers

Organization	Name	Title	Contact Info
Island County Human Services	Jackie Henderson	Director	<a href="mailto:jackieh@islandcountywa.gov">jackieh@islandcountywa.gov</a>
The Center	Liz Lange	Senior Services Administrator	<a href="mailto:llange@oakharbor.org">llange@oakharbor.org</a>
Island County Housing Support Center	Joanne Pelant	Housing Resource Coordinator	<a href="mailto:jpelant@islandcountywa.gov">jpelant@islandcountywa.gov</a>
Habitat for Humanity of Island County	Orin Kolaitis	Chief Executive Officer	<a href="mailto:volunteer@islandcountyhabitat.com">volunteer@islandcountyhabitat.com</a>
Opportunity Council	Greg Winter	Executive Director	<a href="mailto:Greg_winter@oppco.org">Greg_winter@oppco.org</a>

## Real Estate Agents/Builders/Lenders

Organization	Name	Title	Contact Info
Sullivan Home Builders LLC	Ray Sullivan	Owner	360-507-2833
Waldron Construction	Steve Waldron	Owner	<a href="mailto:waldronc@live.com">waldronc@live.com</a> 360-679-1827
Clifton View Homes	Ted Clifton	Owner	360-678-7000
Eagle Building Company	Bill Criswell	Owner	360-331-7813
Lexar Homes	Dave Orth	Owner, Burlington Branch	360-707-2112
Skagit/Island Counties Builders Association	Charles (Wayne) Crider	Executive Officer	<a href="mailto:Wayne@sicba.org">Wayne@sicba.org</a> 360-488-4078
Peoples Bank	Catherine Martyn	Sr. Real Estate Loan Officer	<a href="mailto:Catherine.martyn@peoplesbank-wa.com">Catherine.martyn@peoplesbank-wa.com</a> 360-679-0123
Envoy Mortgage	Scott Fromme	Premier Loan Officer	<a href="mailto:sfromme@envoymortgage.com">sfromme@envoymortgage.com</a> 360-639-4781

## **Appendix B – Scope of Work**

### **PHASE 1: LEARN**

#### ACTION 1.1: INITIAL CITY VISIT/LEADERSHIP/PROJECT MANAGEMENT

STEP 1.1.1 Meet with appropriate City staff. Discuss existing housing conditions, community values/needs/issues and goals and expectations of Housing Action Plan. Discuss schedule, deliverables, communication protocols, public outreach methods/opportunities.

#### ACTION 1.2: PUBLIC INVOLVEMENT PLAN (PIP)/ESTABLISH WEBSITE – STORY MAP

STEP 1.2.1 Establish stakeholder advisory committee (SAC).

STEP 1.2.2 Identify and involve local and regional developers with interest in developing low- to moderate-income housing.

STEP 1.2.3 Develop PIP outlining: schedule, approaches, methods, goals, activities, stakeholders, team responsibilities, identification of venues & translation needs.

#### Deliverables/Assumptions:

- Kick-off Meeting
- City Housing Tour
- SAC Membership/Charter
- PIP/Schedule
- Project Website – Story Map

### **PHASE 2: EXPLORE**

#### ACTION 2.1: HOUSING NEEDS ASSESSMENT (HNA)

STEP 2.1.1 Quantify existing and projected housing needs for all income levels, including extremely low-income households/documentation of housing and household characteristics/cost burdened households (Housing Gap Analysis).

2.1.1.1 Document type and age of housing.

2.1.1.2 Identify how many households in each income segment are paying more than 30% of income for housing.

2.1.1.3 Identify housing and household characteristics.

2.1.1.4 Identify various levels of cost burdened households.

2.1.1.5 Project housing needs based on anticipated population forecast/all income levels.

2.1.1.6 Analyze population trends/forecasts.

2.1.1.7 Develop plan for maintaining existing housing stock within the City.

STEP 2.1.2 Review and evaluate effectiveness of current code provisions related to housing (Land Use Code Audit).

STEP 2.1.3 Identify barriers to accessing and production of housing.

STEP 2.1.4 Consider strategies to minimize displacement of low-income residents resulting from redevelopment.

STEP 2.1.5 Review HNA with SAC.

Deliverables/Assumptions:

- Complete draft HNA to review with SAC and Planning Commission.
- GIS maps/visuals supporting HNA, identifying housing needs within City (neighborhoods).

**PHASE 3: PRELIMINARY STRATEGIES**

ACTION 3.1: DEVELOP INCENTIVES, STRATEGIES AND PROGRAMS INCREASING THE SUPPLY/VARIETY OF HOUSING TYPES IDENTIFIED IN THE HOUSING NEEDS ASSESSMENT

STEP 3.1.1 Identify housing types that are recommended and allowed by zoning.

STEP 3.1.2 Identify the types and densities of housing needed based on demographic and economic segments.

STEP 3.1.3 Identify incentives and regulations to encourage a variety of housing types.

STEP 3.1.4 Review trade-offs in various code requirements as they affect the yield of housing development (i.e. parking requirements, setbacks, and open space).

STEP 3.1.5 Evaluate the Housing Element to determine the effectiveness of development regulations in implementing these policies, whether short/long-term, fiscal impacts.

STEP 3.1.6 Develop financial analysis based on the identified incentives.

STEP 3.1.7 Review with SAC.

Deliverables/Assumptions:

- Complete list of incentives and financial analysis.
- Coordination with staff during strategy development.

**PHASE 4: DRAFT HOUSING ACTION PLAN**

ACTION 4.1: PRELIMINARY DRAFT HOUSING ACTION PLAN

STEP 4.1.1 Development of draft Housing Action Plan.

STEP 4.1.2 Provide draft to staff/leadership/public for comment and review

4.1.2.1 Implement PIP, as developed in ACTION 1.2.

STEP 4.1.3 Identify schedule of programs and actions to implement the recommendations of the Housing Action Plan.

Deliverables/Assumptions:

- Draft plan for staff/leadership/public review.
- In collaboration with City, provide updated project information to website/storymap.
- LDC to coordinate with staff for public noticing.

## **PHASE 5: FINAL REVIEW & ADOPTION**

### ACTION 5.1: FINAL HOUSING ACTION PLAN

STEP 5.1.1 Refine and finalize documents based on staff/public/SAC comments.

STEP 5.1.2 Additional review/comment by PC/CC at public hearings.

### Deliverables/Assumptions:

- Provide clean final copy of Housing Action Plan and supporting documents.
- Final website update with complete document.

## Appendix C– Project Timeline

Below is an estimated project timeline. All dates are subject to change, with the expectation that the Housing Action Plan must be adopted by early June 2021 in order to be completed by the June 30, 2021 Department of Commerce deadline.

2020		
<b>April 22 – May 31</b>	Project Kick-Off	April 22
	Project Schedule Finalized	May 1
	Project Charter Completed	May 15
<b>May 1 – May 31</b>	Public Involvement Plan Review/Approval	May 22
	Project Landing Page	May 22
	Stakeholder Advisory Committee Formed	May 29
<b>June 1 – September 30</b>	Begin Housing Needs Assessment Research	Jun 1
	Open HNA Survey	Jun 8
	Meeting/conference call with SAC	Jun 11
	Close HNA Survey	Jul 6
	Public Meeting (TBD)	Jul 21
	Planning Commission HNA Review	Aug 25
	City Council Workshop HNA Review	Sept 23
<b>October 1 – December 31</b>	Begin Preliminary Draft HAP	Oct 1
	City Staff Review Draft HAP	Nov 1
	SAC meeting/conference call	Nov 10
	Planning Commission Review HAP Draft	Nov 19*
	City Council Review HAP Draft	Dec 16#
2021		
<b>January 1 – April 15, 2021</b>	Begin Final Draft HAP	Jan 4
	SEPA Determination Issued/Published	Feb 5
	SEPA Comment Period Ends	Feb 19
	SEPA Appeal Period Ends	Mar 5
	City Staff Review Final Draft HAP	Mar 8
	SAC meeting/conference call	Mar 16
	Final Draft HAP sent to Commerce	Apr 5
<b>April 15 – May 31</b>	Planning Commission Public Hearing	Apr 28
	City Council Public Hearing/Adoption	Jun 1
	Final Plan/Ordinance sent to Commerce	Jun 14
<b>June 30, 2021</b>	HAP Plan Adoption Deadline	

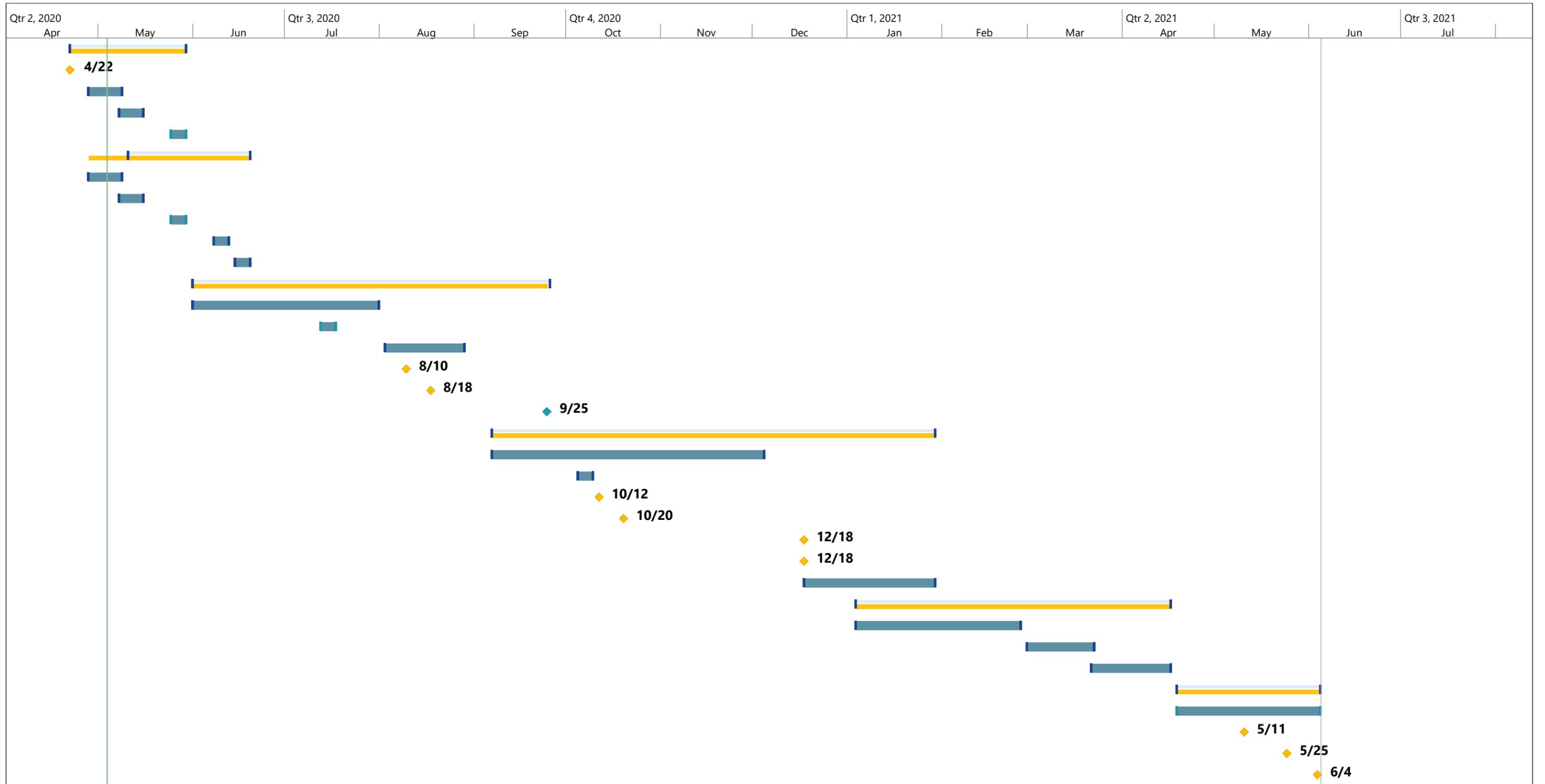
\* Special Planning Commission Meeting due to Thanksgiving Holiday on Nov 26

# Special City Council Workshop Meeting due to Christmas Holiday week of Dec 21

ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 1, 2020				
						Nov	Dec	Jan	Feb	Mar
1	★	<b>Task 1: Project Kick-Off/Project Charter/Schedule</b>	<b>28 days</b>	<b>Wed 4/22/20</b>	<b>Fri 5/29/20</b>					
2	★	1.0 Project Kick-Off Meeting	0 days	Wed 4/22/20	Wed 4/22/20					
3	★	1.1 Draft Charter to City for Review	9 days	Tue 4/28/20	Fri 5/8/20					
4	★	1.2 Comments Received from City	6 days	Fri 5/8/20	Fri 5/15/20					
5	★	1.3 Final Charter/Schedule to City	5 days	Mon 5/25/20	Fri 5/29/20					
6	★	<b>Task 2: Public Outreach Plan/Webpage Development</b>	<b>30 days</b>	<b>Mon 5/11/20</b>	<b>Fri 6/19/20</b>					
7	★	2.1 Draft PIP to City for Review	9 days	Tue 4/28/20	Fri 5/8/20					
8	★	2.2 Comments Received from City	6 days	Fri 5/8/20	Fri 5/15/20					
9	★	2.3 Final PIP to City	5 days	Mon 5/25/20	Fri 5/29/20					
10	★	2.4 Council Review (Charter/PIP)	5 days	Mon 6/8/20	Fri 6/12/20					
11	★	2.5 Project webpage online	5 days	Mon 6/15/20	Fri 6/19/20					
12	★	<b>Task 3: Housing Needs Assessment</b>	<b>85 days?</b>	<b>Mon 6/1/20</b>	<b>Fri 9/25/20</b>					
13	★	3.1 Data Collection	45 days	Mon 6/1/20	Fri 7/31/20					
14	★	3.2 SAC Meeting #1	5 days	Mon 7/13/20	Fri 7/17/20					
15	★	3.3 Draft HNA for Review	20 days	Mon 8/3/20	Fri 8/28/20					
16	★	3.4 Planning Commission Meeting	0 days	Mon 8/10/20	Mon 8/10/20					
17	★	3.5 City Council Meeting Study Session	0 days	Tue 8/18/20	Tue 8/18/20					
18	★	3.6 Final HNA to City	0 days	Fri 9/25/20	Fri 9/25/20					
19	★	<b>Task 4: Preliminary Draft Housing Action Plan</b>	<b>105 days</b>	<b>Mon 9/7/20</b>	<b>Fri 1/29/21</b>					
20	★	4.1 Draft HAP Prepared	65 days	Mon 9/7/20	Fri 12/4/20					
21	★	4.2 SAC Meeting #2	5 days	Mon 10/5/20	Fri 10/9/20					
22	★	4.3 Planning Commission Meeting	0 days	Mon 10/12/20	Mon 10/12/20					
23	★	4.4 City Council Meeting Study Session	0 days	Tue 10/20/20	Tue 10/20/20					
24	★	4.5 Draft HAP Issued	0 days	Fri 12/18/20	Fri 12/18/20					
25	★	4.6 Send Draft HAP to Commerce	0 days	Fri 12/18/20	Fri 12/18/20					
26	★	4.7 Citizen and Stakeholder Review	31 days	Fri 12/18/20	Fri 1/29/21					
27	★	<b>Task 5: Final Draft Housing Action Plan preparation</b>	<b>75 days</b>	<b>Mon 1/4/21</b>	<b>Fri 4/16/21</b>					
28	★	5.1 Final Draft Prepared	40 days	Mon 1/4/21	Fri 2/26/21					
29	★	5.2 City Review	16 days	Mon 3/1/21	Mon 3/22/21					
30	★	5.3 Final Edits	20 days	Mon 3/22/21	Fri 4/16/21					
31	★	<b>Task 6: Public Hearing Process/Final Adoption</b>	<b>35 days</b>	<b>Mon 4/19/21</b>	<b>Fri 6/4/21</b>					
32	★	6.1 Assist City staff with supporting materials Commission/Council	35 days	Mon 4/19/21	Fri 6/4/21					
33	★	6.2 Planning Commission Hearing	0 days	Tue 5/11/21	Tue 5/11/21					
34	★	6.3 City Council Hearing/Adoption (City)	0 days	Tue 5/25/21	Tue 5/25/21					
35	★	6.4 Send Docs to Commerce (City)	0 days	Fri 6/4/21	Fri 6/4/21					

Project: 20200430 DRAFT Proje  
Date: Mon 5/4/20

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



Project: 20200430 DRAFT Proje  
Date: Mon 5/4/20

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

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

**Date:** June 17, 2020  
**Subject:** Central Business District Code  
Review Update

**FROM:** Cac Kamak, Interim Director Development Services

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**SUMMARY STATEMENT**

As part of the process of reviewing and potentially revising the Central Business District (CBD) section of the Oak Harbor Municipal Code, staff prepared an online survey intended to provide information on the overall view of the area from citizens and stakeholders. The survey was publicized and opened in the days before the COVID-19-related shutdown of city hall and other restrictions. Despite this, staff received a large number of responses to the survey and will discuss the responses from the information gathered.

The survey is one step in the public outreach process and the possibility of a virtual open house and other presentations are being considered to further outreach options. Staff will be continuing research into potential changes to the code and provide further information to the Council as needed.

As noted at the previous Council Workshop, the existing moratorium on development within the CBD zone district will need to be extended due to the COVID 19 restrictions. Staff will bring the moratorium extension to the Council in August for consideration, utilizing the required process and providing a revised work plan.

**ATTACHMENTS**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: June 17, 2020

Subject: Security Cameras in City  
Parks Update

**FROM: Chief Kevin Dresker Police Department**

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**SUMMARY STATEMENT**

Staff was asked to look at options regarding security cameras in City parks, based on input from the last Council meeting.

Updated conversation and information will be presented to Council at workshop.

**ATTACHMENTS**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: June 17, 2020  
Subject: Smoking in City Parks  
Ordinance Discussion

**FROM: Chief Kevin Dresker Police Department**

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**SUMMARY STATEMENT**

Staff was asked to look at options regarding smoking in City parks, based on input from the last Council meeting.

Updated conversation and information will be presented to Council at workshop.

**ATTACHMENTS**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

**Date:** June 17, 2020

**Subject:** Professional Services  
Agreement: Master Plan for  
Harbor Heights Property

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

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**SUMMARY STATEMENT**

Staff will present an update on the Harbor Heights Regional Park Project and the selection process for an Engineering and Architectural Consultant Firm.

**ATTACHMENTS**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: June 17, 2020

Subject: Professional Services Contract  
for Windjammer Park Planter  
Maintenance

FROM: Cathy Rosen, Public Works Director Public Works

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**SUMMARY STATEMENT**

Staff will present information regarding contracting out the maintenance of the planter beds in Windjammer Park, around the Clean Water Facility and in the Pioneer Way parking lot.

**ATTACHMENTS**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: June 17, 2020

Subject: DEVELOPMENT  
AGREEMENT SURVEY  
DISCUSSION

FROM: Jim Bridges, City Engineer Public Works

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**SUMMARY STATEMENT**

June 2, 2020 Motion by Councilmember Servatius: "I move to instruct staff to contact all current applicants seeking building permits and inquire if they would like to pursue a development agreement with the City of Oak Harbor and the result of this inquiry to be presented at our June 17th Workshop."

Discussion to be facilitated by City Staff

**ATTACHMENTS**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: June 17, 2020

Subject: HILLSIDE PRD PROPOSAL  
FOR STORMWATER -  
DISCUSSION

**FROM: Cathy Rosen, Public Works Director  
Jim Bridges, City Engineer Public Works**

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**SUMMARY STATEMENT**

Wrights Crossing, LLC, as the applicant for the Hillside PRD Preliminary Plat, is required to install appropriate stormwater system infrastructure which includes pipes and a filtration component to service this development.

They have proposed a combined stormwater run-off filtration system (public and private storm water run-off chamber) to be located at the intersection of SR 20 and Erie Street. The proposal also includes a combined pipe system from the filtration system which would discharge into the conveyance channel along the eastern edge of the Freund Marsh area.

Staff has invited representatives from Wrights Crossing, LLC to discuss the proposal.

**ATTACHMENTS**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

**Date:** June 17, 2020

**Subject:** Professional Services Contract  
with Moffit Nichols - Project  
Update

**FROM:** Chris Sublet, Harbormaster  
Jim Bridges, City Engineer Marina

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**SUMMARY STATEMENT**

On February 1, 2020 F-Dock at the Oak Harbor Marina experienced damage in a windstorm. This damage is similar to the wind damage experienced in 2017. Staff has been working with AWC on an insurance claim and is prepared to implement repairs. Repairs will involve retaining the previous consultant, Moffit Nichol, to prepare contract documents, obtain permits, procurement and construction.

Additionally, Department of Commerce grant funds have been obtained for repairs/upgrades to the Marina. Incorporating these items into a single contract will be most efficient in the design, permitting and construction process.

Staff will discuss the proposed work and the implementation plan.

**ATTACHMENTS**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: June 17, 2020

Subject: COVID-19 Revenue Scenarios

**FROM: Patricia Soule, CPA Finance Director**

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**SUMMARY STATEMENT**

Presentation regarding the 1st month of impacts by COVID-19 to our 2020 revenues as compared to prior years.

This will be the first introduction to the impacts as we only have data for State Shared revenue through March 2020, Island County shared revenues through May 2020 and Permits/Licenses through May 2020.

**ATTACHMENTS**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: June 17, 2020

Subject: NORTH WHIDBEY ISLAND  
SMALL BUSINESS RELIEF  
UPDATE

FROM: Blaine Oborn, City Administrator

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**SUMMARY STATEMENT**

Since the June 2, 2020 City Council approval of the North Whidbey Island Small Business Relief Grant using CARES funding, staff has transitioned to administering the grant program internally. The City appreciates the Greater Oak Harbor Chamber of Commerce's partnership, and understands that due to the staffing changes at the Chamber and the need to expedite the project, the Chamber Board did not execute the Professional Services Agreement.

The highlights of the CARES Grant Program include:

- The City has created a webpage at <https://bit.ly/CARESBizGrant> and will post a guide with an overview of the program and the documentation from the Department of Commerce. The City will also update the webpage with FAQs and a timeline.
- The City will launch the grant application via SurveyMonkey on Tuesday, June 16, 2020. The SurveyMonkey link will be available on the above webpage. A print preview of the application will be included as part of the guide for business owners to prepare their responses. The application will close on Tuesday, June 23, at 5:00 PM PST.
- The City has hired a CARES Grant Program Assistant to process the incoming applications, answer questions and communicate with businesses, and prepare the materials for the Ad Hoc Committee review.
- Mayor Severns and Commissioner Johnson have partnered to appoint five members of an Ad Hoc Committee. City staff will reach out to the appointed members the week of June 15 to explain the process and prepare the Committee for the program timeline.
- The City will continue to partner with the Chamber and the Oak Harbor Main Street Association to promote the grant program and appreciates both organizations help in assisting local businesses during this economic crisis.
- Copies of the application and Guide will be available for the June 17 workshop and will be emailed to Council.

**ATTACHMENTS**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: June 17, 2020  
Subject: City Administrator's Report

**FROM: Blaine Oborn, City Administrator**

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**SUMMARY STATEMENT**

City of Oak Harbor Mission Statement:

*The City of Oak Harbor is committed to creating a vibrant and sustainable community by delivering quality services, enhancing the quality of life, and fostering economic opportunities.*

The following is the City Administrator's Report to City Council presented at the June 17, 2020 workshop:

**ADMINISTRATION**

- Arts Commission:
  - The Arts Commission Meeting was able to meet on June 11, 2020 given the removal of the “necessary and routine” requirements of the Governor’s order.
  - The Commission is looking for another location for the “Tao” Sculptures than the pocket park adjacent to Office Max.
  - The Commission is working on developing the criteria for the proposed Acorn Sculpture in preparing the Request for Qualifications.
  - The Commission will bring forward a request for funding for the Driftwood Day Event planned for September 5, 2020.
- Legislative Outreach:
  - Working with Representative Larsen’s Community Liaison staff on the following:
    - Research and support the discussions with the Navy regarding connecting Seaplane Base to the Clean Water Facility.
    - Support additional COVID-19 relief to cities.
    - Support to create a set aside for federal transportation grants for medium size cities for the Transportation Reauthorization Bill.
- Oak Harbor Main Street Association (OHMSA):
  - The OHMSA sign installation in Beeksma Park is pending completion of engineering design.
  - The OHMSA is working with City staff on downtown beautification.
- Economic Development:
  - CARES update is provided as a separate topic at this workshop.
  - Broadband Backbone Feasibility Study with the Coupeville Port Authority Grant is underway, and staff continues to work on the North Whidbey broadband access survey.
  - Continue working with Anacortes on Wet Fiber: the City is close to finalizing the

Professional Services Agreement with the City of Anacortes for the fiber installation from Pass Lake to Sharps Corner. Also, staff is continuing to evaluate leak detection opportunities as part of wet fiber, and installation of wet fiber to the Ault Field Road reservoir.

- Whidbey Island Marathon 2020/2021:
  - Will be covered on this agenda as a separate item.
- NASWI Partnership:
  - Admin staff worked with Parks Manager Hank Nydam and former Base CO Dave Williams on updating the paperwork filed every two years with the National Naval Aviation Museum in Pensacola. Attached are some of the pictures submitted of the A6E that is on display that is loaned to the City by the Museum.

## COMMUNICATIONS

- COVID-19
  - Continuing to monitor information and update the public on the City website and social media
  - Coordinating with Conor Laffey on Oak Harbor High School senior activities
    - Video of Mayor with message to graduating seniors
    - Proclamation for seniors
    - E-sign for seniors
    - Special certificates to top ten students
  - Creating in-house signage for staff in preparation for re-opening
  - Met with Reporter of Whidbey News Times to discuss the upcoming re-opening and steps City is taking to re-open safely
- CARES Grant Funding
  - Coordinating with Island County on criteria for grants and application process to release to businesses as soon as possible
- Economic Recovery
  - Attended the first business virtual gathering from Economic Development Council of Island County called “Spark” and participated as a note taker
  - Manage weekly meeting with Greater Oak Harbor Chamber of Commerce and Oak Harbor Main Street Association to talk about programs, events, and grants
  - Working on Buxton dashboard with Island County
  - Promoted tourism messages relating to masking and social distancing
- eNews (see attached reports)
  - Mayor’s Snapshot (monthly from Mayor)
  - Leadership Matters (monthly from City Administrator)
  - Starting a new COVID-19 newsletter for HR to staff
- Census 2020
  - Working to increase responses through social media, website, eNews, and ESign
  - The theory is more messages equals increased responses
  - Creating flyer for other City facilities and social media posts for businesses
- City communications
  - Featured in AWC “City Vision” Magazine article, attached
  - Police Department promotions

- Attended “The Center” virtual chat with seniors and talked about communications
- Promoting history of the Navy
- Drafted communications relating to the CWF discussions with the Navy
- Promoting employment opportunities and Council vacancy

## **DEVELOPMENT SERVICES**

- Permits and Development Applications are continued to be accepted online and by email. Computer hardware and software upgrades, where possible, are being done to support the internal workflow as well as supporting telecommuting to increase safety and limit impacts as recommended by the Governor.
- Internal circulation within the department has been modified to promote and meet social distancing requirements. Sneeze guards and barriers have been placed to direct customer interactions at safe locations.
- The doors downstairs will mirror open times with upstairs, however internal access between upstairs and downstairs will be limited to employees only. Appropriate signs will be posted informing customers on COVID-19 protocols.
- The June Planning Commission is scheduled for this month on the 23rd. The meeting will be conducted similar to City Council meetings with teleconferencing and phone-in opportunities. Staff is working with the Planning Commission in preparation for this meeting.
- The Historic Preservation Council is also scheduled to hold a meeting this month on the 25th. This meeting is not televised but is still a public meeting and will have phone-in interface opportunities.
- The Housing Action Plan and the work with consultants on the Bluff Conservancy area has been initiated.

## **FINANCE DEPARTMENT**

- Presenting at this workshop the first in series of COVID-19 impacts to revenues to Council.
- Continue to monitor spending and revenue during the COVID-19 Phases.
- DRAFT 2019 Annual Financial Report submitted May 31, 2020; working on edits for new deadline of June 17, 2020.
- Ensuring critical functions such as; Payroll, Revenue Receipts, and Vendor payments are processed during this crisis.
- LTAC grant contract amendments sent to all annual grant recipients to allow for option of new deadline for spending to 12/31/2021.
- Long term (20+) employee Amy Stevens (Payroll/AP) has transferred to Public Works to replace Debbie Mueller who is retiring at the end of June.

## **FIRE DEPARTMENT**

- The FD has been actively involved with Island County DEM as the drop-off location for all incoming supplies from WA State DEM, and the main distribution point for DEM, including all fire departments, hospital, care facilities, and medical facilities. The department has communications almost daily with Island County DEM, Whidbey Health, and the hospital’s EMS department.

- The Fire Chief has been meeting with Administration and Island County Health Director Keith Higman to discuss the impact of the Governor's orders on Island County and the impact on summer community events.
- Currently working with FEMA on grant recovery for the storms of January and February 2020.
- The FD participated in the high school graduate recognition parade of vehicles at the high school on May 15, 2020.

## **HUMAN RESOURCES**

- Current recruitment status:
  - Seasonal PW – six (6) Seasonal employees have started employment for summer
  - Temporary Painter – rehire Patrick Shelley began employment on June 15th for seasonal/summer painting as has been done in the past
  - Accounting Assistant-Cashier, Utilities – new employee Rachel Steckel began employment on June 1st
  - Program Assistant, The Center – finalist candidate offer of employment as CARES Grant Program Assistant due to COVID-19
  - Police Officer – Lateral or ELPO – accepting applications
  - Temporary Administrative Assistant-Engineering – 35 applications, interviews completed, to cover employee extended leave of absence
  - Parks Specialist I – 65 applications, interviews to be scheduled, to replace employee who resigned due to military relocation
  - Senior Administrative Assistant for PW – Debbie Mueller's last day after 24 years of service is June 30th, Payroll/AP Specialist Amy Stevens has accepted the position
  - Accounting Technician-Payroll/AP – to replace Amy Stevens who is internally transferring to PW, internal only recruitment opened from 6/10-6/14/20
- Current vacancies with no open or pending recruitments:
  - Interim Water Supervisor assignment for Lead Water, Chris Price
  - Water Specialist I – probationary employee resigned, vacancy, not open for recruitment
  - Development Services Director – vacancy, interim assignment to Cac Kamak
  - City Attorney – vacancy, interim assignment to Anna Thompson

## **MARINA**

- The Marina staff has been working hard to get ready for the busy crab season which will start in early July. Early indications are this will be a very good year for crabbing. Those people wanting a slip for the summer should call to reserve one now.
- The Marina is staffed and open for business. The Marina office is open, but has been modified to ensure social distancing and safety for our guests, tenants and staff.

## **POLICE DEPARTMENT**

- Keeping the community safe.
- Assisting with protecting the demonstrators and community in the professional, selfless and fair manner in which OHPD has always performed their job!
- Continuing to work on accreditation and the team met with the assigned accreditation

“mentor”.

- Two new officers are in the FTO program and one new officer returned to the training academy to finish his training (approximately August 1st).
- OHPD officers have been working as normal, throughout the “pandemic”.
- OHPD continues to look at ways to ensure that staff are safe and healthy (physically and mentally) during any potentially threatening situation, such as COVID, “normal high-risk call responses” or anti-police inspired actions.
- The PD assisted in the senior cruise organized by OHMSA on June 12, 2020.

## **PUBLIC WORKS**

- Clean Water Facility:
  - CWF and Windjammer Park Financials for May 2020 are attached
  - Navy connecting to CWF proposal:
    - Mayor, City staff, Shawn Koorn (HDR consultant), Michael Borrero (Carollo consultant), and Larry Munns (former NASWI CO consultant) have continued to meet internally to prepare for continued discussions with the Navy
    - The next pre-negotiation meeting is scheduled for June 25, 2020
    - The Navy has stated they will provide a counter-position on June 26, 2020
- Public Works is back to full staffing and operations.
- Engineering Division:
  - Windjammer Promenade Pedestrian Ramp: All concrete work is completed and currently waiting for installation of the handrail to complete.
  - Waterfront Pedestrian Improvement Project: Project is substantially complete, preparing final change order to include new ADA ramps at the entrance of Flintstone Park to accommodate Bayshore/Dock Street asphalt overlay.
  - 2020 Transportation Benefit District / 2020 Asphalt Overlay Project: City Council authorized the Mayor to accept bid from Krieg Construction and to negotiate a change order to include Bayshore/Dock Street grind and overlay.
  - Watermain Condition Assessment: awaiting final report to be submitted before June 30th. Staff will prepare final billing for the Navy reimbursement agreement in July.
- Streets Division:
  - Installed the SE Bayshore Dr midblock crossing with the RRFB and some light painting to get by until overlay completed.
  - Started restriping program and have completed Parks, Marina, City Hall and Public Works parking lots to date.
  - 2020 TBD/2020 Asphalt Overlay support: Currently patching streets that are on the TBD list for overlay and chip seal. Work also includes grinding out bad areas because of tree roots and patching NW Lanyard Loop. Tree trimming begins this week so contractor can pave without taking out tree limbs. Patching in the NW area for chip sealing. To date for the year Streets has put down 106 tons of asphalt and 51 gallons of white paint. Streets has assisted installation of the bases and sleeves to install bollards for the Police on downtown SE Pioneer Way when requested for events. As time and weather permits, Streets may get back to work to finish W Whidbey Ave but as of right now there are other priorities that need to be accomplished.
- Parks Division:

- The Park Board Meetings have been cancelled in April, May, and June due to COVID-19.
- Staff has interviewed two firms that provided proposals on Harbor Heights Park Project. Staff will form a steering committee soon to help with final selection of an architectural firm to work with on the project.
- The Disc Golf Course at Fort Nugent Park and neighborhood playgrounds have been reopened, but the two large community playgrounds at Fort Nugent and Windjammer Park, as well as Kitchen/Shelter Facilities, remain closed until at least Phase 3 of Governor Inslee's phased reopening plan.
- The Youth Soccer has started practicing in accordance with Phase 2 guidelines.
- The Splash Park will remain closed this season due to COVID-19.

## **SENIOR SERVICES**

- The Center staff, along with community members, are providing the Aging Mastery Program free of charge online with funding support from the National Council on Aging.
- AARP will not be offering their free tax preparation services in 2020. NW Bookkeeping is offering a discount if you mentioned The Center when making your appointment.
- Staff and volunteers called all Center members to check in and see how everyone was doing, and if any additional services or items were needed. Many requested additional monthly check-in calls. The feedback was very positive, one member sent the following email "I just want to take a moment and thank you for the caring phone call I received. It was so nice in this time of social isolation, and a little panic, to have received a call of caring. I value my membership at The Center. Thank you for letting us know that we can reach out, and you are still there."
- Per the Governor's Phased re-opening plan, The Center is currently processing passports and taking passport photos by appointment on Tuesdays and Thursdays.
- Meals on Wheels Delivery Service and Meal Pick-Up continues on Mondays, Wednesday, and Fridays.
- The Center is working with the class providers to host virtual and/or recorded classes.

## **ATTACHMENTS**

1. [A6E Display Photos updated for National Naval Aviation Museum](#)
2. [eNews and Facebook Reports](#)
3. [AWC "City Vision" Magazine Article](#)
4. [CWF Financials 05/31/2020](#)
5. [Windjammer Park Financials 05/31/2020](#)



**A6E BuNo 152907 leased by City of Oak Harbor  
Photos taken 29 May 2020  
Plane displayed at southwest corner of  
State Route 20 and West Ault Field Road  
Oak Harbor, WA 98277**



**A6E Buno 152907 leased by City of Oak Harbor  
Photos taken 29 May 2020  
Plane displayed at southwest corner of  
State Route 20 and West Ault Field Road  
Oak Harbor, WA 98277**



**A6E Buno 152907 leased by City of Oak Harbor  
Photos taken 29 May 2020  
Plane displayed at southwest corner of  
State Route 20 and West Ault Field Road  
Oak Harbor, WA 98277**



**A6E Buno 152907 leased by City of Oak Harbor  
Photos taken 29 May 2020  
Plane displayed at southwest corner of  
State Route 20 and West Ault Field Road  
Oak Harbor, WA 98277**

# Mayor's Snapshot Report

	Date	3/20/2020	3/23/2020
	Title	<a href="#">Response to Coronavirus...</a>	<a href="#">Introducing Sabrina Combs</a>
	Visits	342	26
	Dates Visited	3/20-3/26	3/23-3/26
By Traffic Source	Facebook	239	
	Websites	34	
	Email	6	5
	Direct		
	<1 min	206	
Interaction (Time Spent)	1 min	55	
	2-5min	23	
	5-10min	12	
	10+min	25	
	oakharbor.org	27	
Outgoing Links	<a href="http://oakharbormainstreet.org/dine">oakharbormainstreet.org/dine</a>	15	
	<a href="http://coronavirus.wa.gov">coronavirus.wa.gov</a>	27	
	<a href="http://Oakharbor.org/coronavirus">Oakharbor.org coronavirus</a>	15	
	<a href="http://bit.ly/WADOHFoodStoreGuide">bit.ly/WADOHFoodStoreGuide</a>		
	<a href="http://www.irs.gov/coronavirus/economic-impact-payment-information-center">www.irs.gov/coronavirus/economic-impact-payment-information-center</a>		
Button Clicks	facebook.com		
	YouTube	2	
	Outgoing Links		
	Health Screening Locations		4
	Farthest Request for Info	1	Kennewick

# Mayor's Snapshot Report

	Date	3/24/2020	3/27/2020
	Title	<a href="#">Governor Inslee Orders,...</a>	<a href="#">Stay Home. Stay Healthy</a>
	Visits	102	208
	Dates Visited	3/24-3/26	3/26 - 4/3
By Traffic Source	Facebook	56	125
	Websites	15	26
	Email	11	17
	Direct		
	<1 min	67	109
Interaction (Time Spent)	1 min	9	25
	2-5min	6	19
	5-10min	3	9
	10+min	10	14
	oakharbor.org	9	7
Outgoing Links	<a href="#">oakharbormainstreet.org/dine</a>		7
	<a href="#">coronavirus.wa.gov</a>	7	3
	<a href="#">Oakharbor.org coronavirus</a>		3
	<a href="#">bit.ly/WADOHFoodStoreGuide</a>		
	<a href="#">www.irs.gov/coronavirus/economic-impact-payment-information-center</a>		
Button Clicks	facebook.com	6	
	YouTube		
	Outgoing Links	23	
	Health Screening		7
	Locations	20	37
	Farthest	East Coast	Hampton, NJ
	Request for Info		

# Mayor's Snapshot Report

	Date	4/21/2020	5/8/2020
	Title	<a href="#">We're all in this together</a>	<a href="#">Gov. Extends Orders</a>
	Visits	200	214
	Dates Visited	4/16 - 5/1	5/1 - 6/8
By Traffic Source	Facebook	147	144
	Websites	47	2
	Email	6	18
	Direct		50
	<1 min	133	245
Interaction (Time Spent)	1 min	35	41
	2-5min	9	13
	5-10min	8	4
	10+min	15	50
	oakharbor.org		4
Outgoing Links	<a href="#">oakharbormainstreet.org/dine</a>	3	
	<a href="#">coronavirus.wa.gov</a>		18
	<a href="#">Oakharbor.org coronavirus</a>		
	<a href="#">bit.ly/WADOHFoodStoreGuide</a>	2	
	<a href="#">www.irs.gov/coronavirus/economic-impact-payment-information-center</a>	2	
Button Clicks	facebook.com		
	YouTube		
	Outgoing Links		
	Health Screening		
	Locations		
	Farthest	Ireland	San Francisco
	Request for Info		

# Mayor's Snapshot Report

	<b>Date</b>	6/10/2020
	<b>Title</b>	<a href="#">Congrats OHHS Seniors</a>
	<b>Visits</b>	118
	<b>Dates Visited</b>	6/10 - 6/12
<b>By Traffic Source</b>	<b>Facebook</b>	52
	<b>Websites</b>	3
	<b>Email</b>	47
	<b>Direct</b>	16
	<b>&lt;1 min</b>	55
<b>Interaction (Time Spent)</b>	<b>1 min</b>	16
	<b>2-5min</b>	11
	<b>5-10min</b>	7
	<b>10+min</b>	6
<b>Outgoing Links</b>	<b>oakharbor.org</b>	
	<b>oakharbormainstreet.org/dine</b>	
	<b>coronavirus.wa.gov</b>	
	<b>Oakharbor.org coronavirus</b>	
	<b>bit.ly/WADOHFoodStoreGuide</b>	
	<a href="http://www.irs.gov/coronavirus/economic-impact-payment-information-center">www.irs.gov/coronavirus/economic-impact-payment-information-center</a>	
<b>Button Clicks</b>	<b>facebook.com</b>	1
	<b>YouTube</b>	
	<b>Outgoing Links</b>	
	<b>Health Screening</b>	
	<b>Locations</b>	21
	<b>Farthest</b>	Ireland
	<b>Request for Info</b>	

# Leadership Matters Report

		Date	3/27/2020	4/6/2020	5/15/2020
		<b>Time</b>	<a href="#">Leadership Matters</a>	<a href="#">Leadership Matters</a>	<a href="#">Leadership Matters</a>
		<b>Visits</b>	328	135	97
		<b>Dates Visited</b>	3/27-4/2	4/6-4/17	5/15-5/18
<b>By Traffic Source</b>	<b>Websites</b>		1	135	
	<b>Direct</b>		30	134	80
	<b>Email</b>		297	0	17
<b>Time Spent</b>	<b>&lt;1min</b>		10	42	
	<b>1 min</b>		6	27	
	<b>2-5min</b>		1	18	
	<b>5-10min</b>		4	16	
	<b>10+min</b>		9	34	
	<b>Chief Dresker Letter</b>		7		
	<b>Employee Survey</b>		1		
	<b>Mask Tutorial</b>			5	
	<b>Chief Merrill</b>			2	
<b>Button Clicks</b>	<b>YouTube Smore</b>			1	
	<b>coronavirus.wa.gov</b>				8
	<b>Instagram City of Oak Harbor</b>				6
		<b>Locations</b>	15		12
		<b>Farthest</b>	Kennewick		Kennewick

## COVID-19 UPDATES (HR)

	<b>Date</b>	6/9/2010
	<b>Time</b>	<a href="#">Keeping You Informed</a>
	<b>Visits</b>	142
	<b>Dates Visited</b>	6/9 - 6/12
<b>By Traffic Source</b>	<b>Websites</b>	
	Direct	28
	Email	114
	<1min	10
	1 min	5
<b>Time Spent</b>	2-5min	0
	5-10min	2
	10+min	9
	Outgoing links	8
		14
	<b>Locations</b>	
	<b>Farthest</b>	Kennewick

Facebook Report: May 6-24, 2020

<b>New Page Likes</b>	64
<b>New Page Followers</b>	73

Top three posts during reporting period

**Post Details** Phase 2: Notice of approval

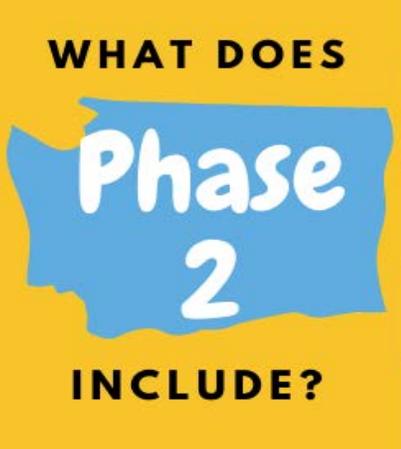
**Post Date** 5/24/2020      **Time** 7:51 a.m.

**Total People Reached** 6,000

	Reactions	Reaction Breakdown	
		On Post	On Shares
Like	40	26	14
Love	3	0	3
HaHa	1	0	1
Wow	4	4	0
Angry	1	1	0
Comments	42	18	24
Shares	14	14	0
<b>Total</b>	<b>105</b>	<b>63</b>	<b>42</b>

Total Post Clicks	962
Total Photo Views	109
Link Clicks	298
Other Clicks	555
Hide Posts	0
Hide All Posts	1
Report as Spam	0
Unlike Page	0

**Post Image**

	<b>Recreation</b>	Continue to Stay Home, Stay Healthy
	<b>High Risk Populations</b>	All outdoor recreation involving fewer than five people outside your household (camping, beaches, etc.)
	<b>Gatherings (social, spiritual)</b>	Gather with no more than 5 people outside your house per week
	<b>Travel</b>	Limited non-essential travel within proximity of your home
	<b>Business/Employers</b>	Full list at <a href="https://bit.ly/WAPhasedOpeningChart">https://bit.ly/WAPhasedOpeningChart</a>

Facebook Report: May 6-24, 2020

<b>Post Details</b>	Reopening parks		
<b>Post Date</b>	5/6/2020	<b>Time</b>	
<b>Total People Reached</b>	2,780		
	<b>Reactions</b>	<b>Reaction Breakdown</b>	
		On Post	On Shares
Like	43	17	26
Love	8	1	7
Comments	20	12	8
Shares	22	21	1
<b>Total</b>	<b>93</b>	<b>51</b>	<b>42</b>

Total Post Clicks	421
Total Photo Views	0
Link Clicks	0
Other Clicks	421
Hide Posts	0
Hide All Posts	0
Report as Spam	0
Unlike Page	0

**Post Image**



Facebook Report: May 6-24, 2020

<b>Post Details</b>	What Phase 2 includes		
<b>Post Date</b>	5/24/2020	<b>Time</b>	9:16 p.m.
<b>Total People Reached</b>	2,723		
	<b>Reactions</b>	<b>Reaction Breakdown</b>	
		On Post	On Shares
Like	45	31	14
Love	1	0	1
Comments	13	8	5
Shares	19	19	0
<b>Total</b>	<b>78</b>	<b>58</b>	<b>20</b>
Total Post Clicks	403		
Total Photo Views	89		
Link Clicks	48		
Other Clicks	266		
Hide Posts	0		
Hide All Posts	2		
Report as Spam	0		
Unlike Page	0		

<p><b>WHAT DOES</b></p>  <p><b>INCLUDE?</b></p>	<b>Recreation</b>	All outdoor recreation involving fewer than five people outside your household (camping, beaches, etc.)
	<b>High Risk Populations</b>	Continue to Stay Home, Stay Healthy
	<b>Gatherings (social, spiritual)</b>	Gather with no more than 5 people outside your house per week
	<b>Travel</b>	Limited non-essential travel within proximity of your home
	<b>Business/Employers</b>	Full list at <a href="https://bit.ly/WAPhasedOpeningChart">https://bit.ly/WAPhasedOpeningChart</a>

# Cityvision

05/06.20

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In a public health crisis, local leadership has focused on connection: accessibility, expert information, attentiveness, even vulnerability. And in our popular **NOTED** feature, we parse the particulars of emergency proclamations.

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# THEY GOT GAME

**WASHINGTON'S CITY LEADERS**  
apply a range of finely honed skills  
and tactics to help guide their  
communities through a pandemic.

BY TED KATAUSKAS

**T**HE PANDEMIC ARRIVED IN SPOKANE on February 19, a month after the first confirmed coronavirus case in the United States (a Snohomish County resident infected while visiting relatives in Wuhan, China) and a month before the first residents of Washington's second-largest city would test positive for Covid-19. A day earlier, Mayor Nadine Woodward had received a phone call from the US Department of Health & Human Services, alerting

the city that four Covid-19-positive passengers evacuated from the quarantined Diamond Princess cruise ship in Japan were being flown to her city. The patients were slated for treatment at Spokane's Providence Sacred Heart Medical Center, one of 10 hospitals in the country that had received \$2.1 million from Congress following the 2014 Ebola outbreak to create a regional special pathogens unit to treat patients with highly infectious diseases.



“That’s when it started for us,” says Spokane Communications Director Brian Coddington, one of four community members who traveled to Atlanta for pandemic response training at Emory University, across the street from the Centers for Disease Control and Prevention, after Sacred Heart was earmarked as a pandemic critical care facility for patients from Alaska, Idaho, Oregon, and Washington. “The mayor’s office started to receive questions: *What are they doing here? How will this impact our community?* That got the ball rolling for us starting to think about coronavirus and what that might mean for Spokane and the region.”

By late February, after Governor Jay Inslee had declared a state of emergency in the wake of a Covid-19 outbreak at a Kirkland nursing home that infected dozens of patients, caregivers, and first responders, Woodward quietly directed her cabinet to assemble a Covid-19 emergency response team for Spokane, led by the city’s fire chief, Brian Schaeffer. As it happens, Spokane had an unusually deep pool of crisis management talent already on staff, even beyond Coddington and the others who had received pandemic response training at the CDC. Amber Richards, the city’s civil service director and a recent hire from the City of Bainbridge Island, was a US Air Force veteran with special training and had developed that community’s emergency response plan. Eric Finch, Spokane’s chief innovation & technology officer, had nearly three decades of military experience in strategic disaster response planning and management, including multiple deployments in the aftermath of earthquakes, floods, hurricanes, riots, and wildfires.

“On the military side, we have a great capacity to plan and to structure operations centers. That’s what we do,” says Finch. “The planning aspect for an emergency is not a normal skill for a city worker. . . . Within a medium-size or a smaller city, you need to train your senior staff to help you run an emergency.”

To that end, since Richards’s arrival in 2018, Finch had been developing an emergency operations management playbook for Spokane, flowcharting the roles, policies, and procedures city staff would follow in response to a local or regional crisis. A draft of that document, published last fall, was adopted by Woodward, a former television news anchor with no prior governing experience, after she took office in January. Within six weeks, Finch’s playbook became the blueprint the city would rely on to respond to the pandemic and connect to a regional response effort. Improvisation was required, since the plan had been developed based on experience gleaned from prior emergencies, like a 2015 windstorm that knocked out power to 220 households for 15 days, and hypothetical calamities, like the downtown derailment of a freight train hauling hazardous chemicals.

“We thought that would be one of the worst-case scenarios for the city,” explains Finch. “Sadly, our paragraph on pandemic was basically, ‘Hey, we need to plan for this.’ It was highlighted in yellow, but we didn’t have the time or the resources to develop anything on pandemics.”

**BY THE END OF THE FIRST WEEK** of March, Spokane’s emergency response team was fully operational, establishing teams and protocols to tackle an ever-evolving suite of problems: how to shelter and feed the city’s homeless population while maintaining CDC social distancing requirements; how to provide child care, meals, and internet access for families impacted by



**I REALIZED THAT AS A NEW LEADER, I NEEDED BUY-IN FROM THE COUNTY AND ALL THE OTHER CITIES IN THE COUNTY, SO WE BROUGHT THEM ALL ON BOARD.**

—NADINE WOODWARD SPOKANE MAYOR

school closures; how to procure personal protective gear for first responders and city staffers; and more. By March 14, schools began closing statewide by order of the governor, and Spokane’s first three cases of Covid-19 had been diagnosed.

The next day, the governor ordered a statewide closure of restaurants and bars, a body blow for Spokane, where the service, hospitality, and retail industry account for 60 percent of all jobs. Finally, on March 16, at a news conference hosted by the Spokane County Department of Emergency Management, Woodward, with county commissioners and the mayor of the City of Spokane Valley (joined later by mayors of seven other area cities), signed emergency declarations establishing a Regional Inland Covid-19 Incident Response Team (IRT) that would subsume the work and leadership of the City of Spokane’s effort.

“We stood up a management team within city hall, and within my cabinet we were ready to declare an emergency early,” says Woodward, who as a result of the declaration was given authority to cancel public events, close public spaces, and



Key players in Spokane's Covid-19 reponse (l-r): Chief Innovation & Technology Officer Eric Finch, Communications Director Brian Coddington, Mayor Nadine Woodward, and Civil Service Director Amber Richards

redirect city resources to respond to the crisis. “But I realized that as a new leader, I needed buy-in from the county and all the other cities in the county, so we brought them all on board.”

As command was transferred from a small room at city hall to the city’s Fire Training Center, jump-starting the multijurisdictional effort proved to be a daunting task, at least initially.

“When we tried to put ourselves together as a region, there was a bit of wailing and gnashing of teeth,” says Finch, who in addition to being the IRT’s co-incident commander also serves as Spokane’s representative on the team. “As we put together ourselves, the county, and the health district . . . it was a little painful at first.”

As was the city’s transition to a virtual workplace. Three days after Woodward and regional leaders declared an emergency, Spokane closed its city hall to the public, and 400 employees—roughly 80 percent of the administrative staff—were required to work from home. Making that happen meant suspending labyrinthine labor management rules and working with vendors to replace outdated equipment, as well as establishing protocols for file sharing and videoconferencing. After area workplaces and schools closed, city staff noticed that residents without internet access were parking outside public libraries to avail themselves and their children of free Wi-Fi, so Spokane made sure to keep those wireless networks running 24/7.

“Obviously that is not optimal, so we look at this in terms of what is it showing us about our digital divide, and how are we going to get better with that for our citizens,” says Finch. “We are learning something every day.”

When social distancing measures to deter the spread of coronavirus were enacted, potentially displacing hundreds of

Spokane’s most vulnerable citizens from crowded shelters, the city repurposed its central library, which had been closed for a scheduled renovation, into an emergency shelter, clearing the stacks of shelves and books to create dormitory space. And when the city learned it would cost \$1,900 a day to rent portable showers for the library’s new residents, a Spokane Parks & Recreation Department plumber, with help from city employees, converted a library restroom into a 4-stall shower room, a \$6,000 investment that saved the city \$50,000.

Figuring out how to feed Spokane’s homeless population, estimated at more than 1,300—along with potentially thousands of newly unemployed residents visiting food banks for the first time due to the pandemic—was a particularly thorny problem. According to Amber Richards, who assumed a role as the IRT’s operations section chief, the pandemic has affected food security unlike, say, a hurricane, which might disrupt the food supply chain. Instead, with the economic impact of Covid-19 closures, “there is a shift in how people acquire food,” she explains. “They may not have the resources to go and purchase food at the grocery store anymore, so there’s much more drain on the food banks and the food pantries. Our role in this response: we’re not in the business of distributing food to the public. Our job in the near term is to support existing systems.”

Because local restaurants that typically donated excess produce to food banks have reduced service, for example, food banks were forced to scramble to purchase inventory on the open retail market, dramatically increasing costs. To remedy that situation, Richards hopes to connect restaurant supply purveyors with food banks, creating a new market for the vendors and restocking food banks at below-market-rate prices.

The city likewise had to rethink its purchasing practices—especially when it came to restocking PPE for first responders and cleaning products to sanitize equipment and workspaces—given the potential impact on local, regional, and national supply chains.

“If we start going out and saying we have to suck in all of this supply so that we can provide for our community, that can trigger a total panic in the system,” Richards explains. “It becomes a balance of: how do we ensure that we’re providing that level of service and think far enough ahead, but also not cause an undue amount of panic that makes the problem worse?”

To answer, or even to know to ask, those kinds of questions, Richards draws on a decade of emergency response training, even though she says she’s never seen anything like this pandemic—for the first time in the nation’s history, all 50 states have simultaneously issued disaster declarations. She thought she had left her emergency management career behind two years ago when she came to Spokane, but Richards is glad to be able to add her expertise.

“The City of Bainbridge Island really invested in my training—that was taxpayer dollars,” she says. “I feel grateful for being able to contribute those skills and reinvest what another community in Washington invested in me.”

Another City of Spokane leader who is relishing the opportunity to resuscitate a longtime professional skill set is Nadine Woodward. As she steers Spokane’s pandemic response, at 3 pm every Monday, Wednesday, and Friday Woodward visits the studio at CityCable 5 to tape a Covid-19 update, a two-minute segment she reads with the poise and practiced delivery she honed over 30 years of nightly news broadcasts. The mayor recaps the latest pandemic news and



Anchors of the Oak Harbor team (l-r): Public Information Officer Sabrina Combs, Fire Chief Ray Merrill, HR Director Emma House, and Mayor Bob Severns

events from the city’s perspective, but she also makes a point to offer measured reassurance to the public. On April 29, Woodward opened her broadcast this way:

*Let me start by acknowledging the wide range of emotions in our community and among our friends and loved ones. This is unprecedented for many generations, and although we are contributing in a meaningful way to protect our community, that push is taking a toll on our daily lives. All those feelings are understandable and expected as we navigate together a situation with many unknowns.*

After outlining how the City of Spokane was working with its regional partners on a process to slowly reopen the local economy, Woodward looked resolutely into the camera before signing off:

*We have made tremendous progress over the past few weeks. Now is the time to lean into that. It’s the right thing to do for our friends, loved ones, and strangers, and it’s the quickest way back to public life. Your resilience and commitment is extremely impressive. Thank you for being there time and time again for those who need you most. We have come too far to give up now. Your community needs you now, more than ever.*

**THE MAYOR AND COUNCIL OF OAK HARBOR**, a Puget Sound city of 22,000 that’s home to Naval Air Station Whidbey Island, have been broadcasting a similar message to the public, but in a different way, thanks to the savvy of the city’s new public information officer (PIO), Sabrina Combs. In another example of pandemic kismet, her first day of work—March 16—happened to coincide with the onset of the governor’s Stay Home/Stay Healthy

order, also the day the City of Oak Harbor closed city hall to the public and sent all nonessential employees home.

Upon hearing that news, Combs, a 12-year City of Bothell veteran, phoned Emma House, Oak Harbor’s human resources director, double-checking whether she still had a job to show up for at all.

“I told her, ‘Everyone else is being told not to come into work. We need you,’” House recalls. “Grab a computer and go. It’s critical to have someone help us communicate.”

Oak Harbor had never had a PIO on staff. The hire had been made to fill a perceived void in expertise, coincidentally just before the crisis hit.

“Our communication was not strong,” says House. “That has been a learning point for us, to be able to communicate in ways we never thought we would. That took a strong PIO who knew all of the tools.”

In her longtime role as Bothell’s sustainability and projects coordinator, Combs nurtured an interest in community outreach work that led her to pursue a master’s degree in strategic communications at Washington State University in 2016. At the time, she was also serving as public information officer for Bothell’s emergency response team, learning how to broker information between multiple agencies, jurisdictions, and the public during fast-evolving situations that played out in realistic training scenarios, from high school shootings to natural disasters.

“I realized I loved communications,” says Combs. “I liked the work of engaging with the community and helping people understand. I had worked with political campaigns before, and that fit well with this.”

For Oak Harbor Mayor Bob Severns, a title insurance and escrow specialist who settled in the bucolic city 45 years ago, right out of college, and never left, Combs was a godsend.

Having just been elected to a second term, Severns had decided to take a well-earned vacation in February. He was relaxing in Waikiki late that month when he noticed something odd: people wearing medical face masks while strolling on the beach. He returned from paradise to Sea-Tac Airport just as Kirkland emerged as a national flash point in a global pandemic.

“It was a real surprise to me,” says Severns. “I didn’t realize the magnitude of this, and I was trying to understand it all.”

Back in Oak Harbor, he was relieved that Ray Merrill, the city’s fire chief and director of emergency response, had the situation under control. Ever since the MERS and Ebola outbreaks, Merrill’s team had been drilling annually on infectious disease protocols, and the protocols that would be used in managing an outbreak were outlined in the city’s emergency management plan. Merrill himself was relieved that the department had stored personal protective equipment for the city’s first responders, and one of his captains also served as liaison between the city’s health care system and Island County Health Department, and was thus receiving the latest information about the local impacts of the pandemic.

On March 12, Severns traveled to Washington, DC, for an annual meeting at the Pentagon to discuss the needs of Naval Air Station Whidbey Island. As his city prepared to put itself under lockdown to comply with the Stay Home/Stay Healthy order, at the Pentagon few people were wearing face masks or practicing

**OUR COMMUNICATION WAS NOT STRONG. THAT HAS BEEN A LEARNING POINT FOR US, TO BE ABLE TO COMMUNICATE IN WAYS WE NEVER THOUGHT WE WOULD. THAT TOOK A STRONG PIO WHO KNEW ALL OF THE TOOLS.**

—EMMA HOUSE OAK HARBOR HR DIRECTOR

social distancing. The sight of some 22,000 employees—roughly the population of his home city—working in an enclosed space, while a highly infectious virus raged, reinforced the need for Oak Harbor to engage with its populace about the pandemic.

**BACK IN HIS OFFICE ON MARCH 16**, with half of the city’s 173 employees at home, the first thing Severns did was call a meeting with the city’s new PIO.

“A half hour after I set up my computer, the mayor came in and said, ‘I need a quick meeting,’” Combs recalls. “He talked about what we knew was going on, asked for my recommendations for communications, and what I realized right off the bat was that the city didn’t have a web page or even a banner ad giving people a quick resource to go to.”

Gathering information from city department heads, as well as state, county, and federal agencies, Combs created a one-page

## TWO-WAY STREET

Q&A BRIAN ANDREWS

*Brian Andrews, president of The News Directors, a South Florida crisis communications consulting firm that advises municipal governments, talks about lessons learned from the pandemic and ways cities can do a better job communicating during crises large and small.*



### In what ways has Covid-19 been different from other crises you've helped cities manage?

This started off as a health crisis, and it turned into an economic crisis. You think it’s one thing and then it’s another, or it’s the double bang. It’s horrible that people are dying and that people are ignoring the best advice from medical professionals... We have to give the people factual information so they can make their own informed decisions.

### What elements have been similar?

The failure to internally communicate afflicts every organization. It happens in all types of crises: a global pandemic or a hurricane. Make sure your internal team is on the same page. Over-communicate verbally and in writing.

### How did the communications strategies for the cities you advise evolve during this pandemic?

The initial data showed the pandemic was affecting mainly elderly people. We were wondering how a Facebook post or tweet

was going to reach an 87-year-old. We had to quickly reprogram the way we think. We asked our elderly residents, “How do you want to be communicated with?” We found that many don’t own smartphones. Many would rather call somebody and listen. We developed something called the Senior VIP Listen Line, because our seniors are our most VIP residents in South Florida. They could call in 24/7 and listen to the information that’s on the website. We also adopted telephone town-hall meetings. Zooms are fabulous, but if you’re not tech savvy you might be so confused that the information doesn’t get to you.... These are old-school ideas in a new-school world.

### What’s one thing that every city should be doing during a national crisis like the pandemic?

It’s important that every city revisit their intergovernmental affairs. You would be surprised how many cities have not signed up to receive alerts from the governor’s office. It’s really checking to make sure that your organization is thorough.

CONTINUED ON P. 20 ▶



Naval Air Station  
Whidbey Island

clearinghouse of Covid-19 information: updates on parks closures, impacts on city services, tips about social distancing guidelines, and links to local, state, and federal assistance programs for everything from unemployment claims to mental health providers. She began receiving daily briefings from Island County Public Health and the county emergency response team; together with other Island County PIOs, she participated in an information distribution chain. When the city's public schools closed on her second day on the job (displacing 6,200 students from 10 sites), Combs also reached out to her peer at Oak Harbor Public Schools to disseminate information about food distribution, since 40 percent of the school district's student population received free or reduced-rate lunch.

Combs made a point to temper the sober information she pushed out on the city's Facebook page with good vibes, in one post reminding people to practice handwashing and social distancing via a montage of *M\*A\*S\*H* video clips. In early May, she created a meme with the city's light-saber-wielding mayor standing against a virtual *Star Wars* movie poster backdrop, saying, "May the Fourth be with you! Stay home, stay healthy!"

"I was using that to stay on top of the pulse of the community," Combs explains. "I was trying to add good news of the day, lighthearted stuff, because people are overwhelmed."

When, in response to orders requiring cities to limit public meetings to essential business, the city council rescheduled its weekly meetings as monthly meetings live-streamed citywide via Zoom and Ring Central, Combs was touched that for the mayor and councilmembers, "essential business" included taking time to individually address the unseen audience with messages of encouragement. After one meeting on April 7, Combs coordinated with the mayor and three councilmembers to create a video love letter to the community, broadcast on Facebook.

Mayor Severns, from his desk at city hall, talked about his budding walking habit ("I'm trying to do five miles each day") and his hope that when he returned home, a batch of treats would have been delivered by Oak Harbor's mayor pro tem, Beth Munns. Sure enough, Munns greeted locals from her kitchen while baking cookies for neighbors, as well as from her sewing machine, where she busied herself making masks for nearby Navy personnel. Seated in his backyard, Councilmember Jeff Mack discussed his progress on gardening and woodworking projects around the house. And Councilmember Jim Woessner, from his home office, echoed everyone's sentiments in thanking the entire community for doing their part, closing with, "So hang in there: we're a strong community, and together, we've got this."

All in all, Combs's skills in outreach and engagement seem to have arrived at an ideal time for Oak Harbor, and the impact of her work has been immediate and broad. Still, she says what

Are we communicating with our governor's office, our senator's office, our county commissioner's offices, our different federal agency partners? If there was a problem with the reservoir, but your drone operator is being quarantined, could you call Customs and ask them to do a flyover? We are big proponents of reaching out to state and federal partners for issues you feel you don't have the manpower and the resources for.

#### What role does speed of decision-making play in a crisis like this?

There's a lot to chew on, but you have to chew quickly, because the next crisis is just around the corner. No leader can do it alone, and sometimes they need to look to a neutral third party. I compare it to what's called the sterile cockpit syndrome. Whenever a commercial flight crew is going to land the plane, the pilot calls "sterile cockpit" for a period of time where nothing but conversation about landing the plane can happen. It's the same thing when you're solving a crisis. You've got to be able to say, "We're focusing on nothing more than

this, and we are going to have a solution in the next 10 to 15 minutes, and that's what we're going to live with."

#### Any other communications pitfalls leaders should be aware of?

There's a fatigue of seeing elected officials handing out food. Are you doing this because you want to help the community, or are you doing this because there are political points to be made? Intention is everything.

#### What's one major takeaway from this crisis for all city leaders?

It's all about the personal touch. It's not enough to just give out the information; it's taking the time to make sure it registered and being there a few minutes longer to answer any questions. That is the future. You can't just shout one-way information. It has to be two ways, especially when you're dealing with older constituents who process information differently than younger people. We need to be a lot more loving and a lot more understanding. Patience needs to return.

—Laura Furr Mericas

matters most to her are the regular calls she gets from the city's police chief, fire chief, mayor, department heads, and socially distant municipal government peers scattered across the city.

"People check in on me and ask, 'Are you doing OK?'" she says. "Sure, it's really stressful. I have felt honored to serve a community like this, with such a great heart, and a leadership team that takes into account what the community needs and is so supportive of the job you have to do."

While Combs is still getting adjusted to a challenging job made even more so by Covid-19, the role is one that she—like her colleagues in Oak Harbor, their peers in Spokane, and city leaders across the state—has been training for all her life. 

**CLEAN WATER FACILITY PROJECT FINANCIAL REPORT**

**Summary Through 5/31/2020 (before year end accruals)**

<b>REVENUE</b>	<b>FUNDING OBTAINED</b>	<b>FUNDING USED</b>	<b>BALANCE</b>
SRF LOANS	97,983,466.00	97,983,466.00	-
BONDS	25,777,229.30	25,777,229.30	-
GRANTS	8,500,000.00	8,500,000.00	-
PROGRAM INCOME	15,855,531.62	15,152,691.24	702,840.38
CUMMULATIVE RESERVE	5,000,000.00	5,000,000.00	-
<b>TOTAL REVENUE</b>	<b>153,116,226.92</b>	<b>152,413,386.54</b>	<b>702,840.38</b>

<b>EXPENDITURES</b>	<b>CONTRACTED/ESTIMATED BUDGET</b>	<b>PROJECT TO DATE ACTUAL</b>	<b>BALANCE</b>
ACQUISITIONS	3,396,325.69	3,409,153.37	(12,827.68)
ADMINISTRATION	692,852.01	750,768.98	(57,916.97)
CONSTRUCTION	124,298,436.76	123,747,805.34	550,631.42
FINANCE	258,638.16	291,733.92	(33,095.76)
PROFESSIONAL SERVICES - DESIGN	9,447,726.92	9,251,614.22	196,112.70
PROFESSIONAL SERVICES - CONSTRUCTION	11,209,769.69	11,149,533.02	60,236.67
<b>TOTAL PROJECT EXPENDITURES</b>	<b>149,303,749.23</b>	<b>148,600,608.85</b>	<b>703,140.38</b>
<b>CASH SURPLUS (DEFICIT)</b>	<b>3,812,477.69</b>	<b>3,812,777.69</b>	<b>(300.00)</b>

<b>FINANCING/TRANSFERS</b>			
BONDS	2,776,377.50	2,776,677.50	(300.00)
LOANS	586,100.19	586,100.19	-
TRANSFERS- WINDJAMMER PARK - DESIGN	450,000.00	450,000.00	-
<b>TOTAL FINANCING/TSFR</b>	<b>3,812,477.69</b>	<b>3,812,777.69</b>	<b>(300.00)</b>

<b>ESTIMATED CASH REMAINING</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>
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Prepared by Patricia Soule, Finance Director

**City of Oak Harbor, WA**

<b>WINDJAMMER PARK IMPROVEMENTS PROJECT</b>			
<b>Revenue</b>	<b>Project Budget</b>	<b>Spent to Date thru 05/31/2020</b>	<b>Balance</b>
<b>Cash</b>	<b>408,120.30</b>	<b>408,120.30</b>	<b>-</b>
Beginning Fund Balance	380,735.19	380,735.19	-
Donations	1,594.04	1,594.04	-
Interest Allocaiton	25,791.07	25,791.07	-
<b>Transfers</b>	<b>11,628,833.28</b>	<b>11,291,416.28</b>	<b>337,417.00</b>
001 - General Fund	1,828,768.65	1,828,768.65	-
126 - Comm Park Impact Fees	264,739.85	264,739.85	-
127 - Park Impact Fees	300,660.00	103,243.00	197,417.00
311 - REET 1	1,526,929.00	1,526,929.00	-
312 - REET 2	523,069.97	383,069.97	140,000.00
422 - Clean Water Facility	7,184,665.81	7,184,665.81	-
<b>Grants</b>	<b>1,426,320.00</b>	<b>1,426,320.00</b>	<b>-</b>
WA State Legislative Grant	727,500.00	727,500.00	-
Isand County RCED Grant-Pavillion	698,820.00	698,820.00	-
<b>Total Revenue</b>	<b>13,463,273.58</b>	<b>13,125,856.58</b>	<b>337,417.00</b>
<b>EXPENDITURES</b>	<b>Project Budget</b>	<b>Spent to Date</b>	<b>Balance</b>
<b>Administration</b>	<b>392,348.19</b>	<b>338,175.85</b>	<b>54,172.34</b>
IDCA	392,348.19	338,175.85	54,172.34
<b>Construction</b>	<b>11,346,563.09</b>	<b>11,248,487.39</b>	<b>98,075.70</b>
Demolition	9,999.98	8,872.63	1,127.35
Utilities	10,000.00	334.36	9,665.64
Miscellaneous	139,514.26	18,243.40	121,270.86
GMP13			-
Hoffman-GF	4,630,337.00	3,310,278.15	1,320,058.85
Hoffman-CWF	6,485,578.30	6,350,489.55	135,088.75
Hoffman-Grants	-	1,426,320.00	(1,426,320.00)
Const & Imp			-
PSE-Schedule 52 & PO's	52,823.71	51,323.53	1,500.18
Other	18,309.84	82,625.77	(64,315.93)
<b>Preliminary Engineering/Planning</b>	<b>50,000.00</b>	<b>-</b>	<b>50,000.00</b>
Scoping	50,000.00	-	50,000.00
	-	-	-
<b>Prof. Serv. Con.</b>	<b>243,219.30</b>	<b>259,676.17</b>	<b>(16,456.87)</b>
Archaeology			
ERCI-CWF	128,400.80	114,273.77	14,127.03
Public Outreach			-
Chamber of Commerce Phase 1	7,699.00	4,721.90	2,977.10
Chamber of Commerce Phase 2 2019	18,764.50		18,764.50
Chamber of Commerce Phase 3 2019	13,855.00		13,855.00
Enviroissues-CWF	33,000.00	32,995.50	4.50
Other	1,500.00	28,770.84	(27,270.84)
Construction Engineering			-
Carollo-GF	20,000.00	39,457.05	(19,457.05)
Carollo-CWF	20,000.00	39,457.11	(19,457.11)
Construction Management			-
Open	-		-
<b>Prof. Serv. Design</b>	<b>1,431,143.00</b>	<b>1,029,683.49</b>	<b>401,459.51</b>
Design			-
Carollo-GF	427,780.36	367,604.23	60,176.13
Carollo-CWF	427,780.37	416,352.18	11,428.19
Other	337,417.00		337,417.00
Permits	156,000.00	162,880.01	(6,880.01)
Public Outreach			-
Carollo-GF	37,082.64	37,082.64	-
Carollo-CWF	37,082.63	37,082.63	-
Enviroissues-CWF	-	325.25	(325.25)
Other	8,000.00	8,356.55	(356.55)
<b>Total Expendiutes</b>	<b>13,463,273.58</b>	<b>12,876,022.90</b>	<b>587,250.68</b>
<b>Surplus (Deficit)</b>	<b>-</b>	<b>249,833.68</b>	<b>(249,833.68)</b>