



Council Chambers, 865 SE Barrington Drive

August 5, 2020

6:00 PM

Due to COVID-19, there will be NO physical meeting location per WA Proclamation 20-28.
Meeting may be viewed live via YouTube or Channel 10. To Listen to the live meeting, please call (623) 404-9000, Meeting ID: 148 937 0121
(NOTE: Audio Only, No Comments - For Comments, follow directions below)

CALL TO ORDER

Invocation - Led by Pastor Kevin Scott, Seventh Day Adventist Church

Pledge of Allegiance - Led by Mayor Robert Severns

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- a. Proclamations
- b. Honors & Recognitions
- c. Community Presentations

3. CITIZEN COMMENT PERIOD

Citizens may comment on subjects of interest not listed on the agenda or items listed on the Consent Agenda. Public comment may be submitted electronically to the City Clerk at jlindsey@oakharbor.org or by calling 360-279-4539 (after 5 p.m. on the Friday preceding the meeting and prior to the agenda item). To ensure comments are recorded properly, state your name clearly when leaving. Please limit comments to three (3) minutes.

4. CONSENT AGENDA

Items on the Consent Agenda are considered to be routine by the Council and will be enacted with one motion unless separate discussion is requested. Approval of the Consent Agenda authorizes the Mayor to implement each item in accordance with staff recommendations.

Consent Items

- a. Approval of Payroll and Accounts Payable Vouchers
- b. Minutes: July 7, 2020 Regular Meeting and July 14, 2020 Special Meeting, and July 22, 2020 Workshop Meeting
- c. Arts Commission: Appointment of Lowell Sipes to Position 4

- d. Planning Commission Appointment of Eric Marshall, Position 6
- e. Kubota Mower Replacement
- f. Professional Services Agreement: Videography Technical Support, Amendment Number Two, with Tim Shelley, Jr.
- g. Resolution 20-22: Authorization to sell three (3) vessels and contents of one shed for non-payment of moorage and storage charges
- h. Simply Yards Contract

5. MAYOR, COUNCIL & STAFF COMMENTS

- a. Mayor
- b. Councilmembers
- c. City Administrator
 - i. Clean Water Facility/Windjammer Park - Status of Construction Punchlist

6. PUBLIC HEARINGS & MEETINGS

Public comment may be submitted to the City Clerk electronically or by calling 360-270-4539 (after 5 p.m. on the Friday preceding the meeting and prior to the agenda item). To ensure comments are recorded properly, state your name clearly when leaving a message. Please limit comments to three (3) minutes.

- a. Ordinance No. 1907: Central Business District Development Permit Moratorium Extension

7. ORDINANCES & RESOLUTIONS

- a. Ordinance No. 1908: Amending Spending Authority
- b. Resolution 20-23 Awarding the North Whidbey Island Small Business Relief Program Grants for applicants initially disqualified by the CARES Grant Selection Committee

8. CONTRACTS & AGREEMENTS

- a. Wet Fiber Agreement with the City of Anacortes

9. OTHER ITEMS FOR CONSIDERATION

- a. Interviews of Finalist Candidates for City Council Vacancy, Position No. 7

10. REPORTS & DISCUSSION ITEMS

- a. None

11. EXECUTIVE SESSION

- a. Executive Session Per RCW 42.30.110 (1) (h) to discuss Councilmember Applicants. Action will follow upon return to open session for the Appointment to Councilmember Position 7

ADJOURN

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

Bill No. 4.a.
Date: August 5, 2020
Subject: Approval of Payroll and
Accounts Payable Vouchers

FROM: Patricia Soule, Finance Director

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

I move to approve:

Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers listed in the attachments and Check Numbers listed in the August 5, 2020 background section.

BACKGROUND / SUMMARY INFORMATION

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

July 16, 2020

Accounts Payable Voucher Numbers:

- Voucher Numbers 183896 – 183902 in the amount of \$ 1,153.00

July 15, 2020

Payroll Numbers:

Direct Deposit – 53506-53645

EFT – 1244-1247

Checks – 101463-101468

July 20, 2020

Accounts Payable Voucher Numbers:

- Voucher Numbers 183902-183919 in the amount of \$ 4,664,47

July 29, 2020

Accounts Payable Voucher Numbers:

- Voucher Numbers 18390-184028 in the amount of \$407,957.17

July 31, 2020

Payroll Numbers:

- Direct Deposit – 53646-53819

- EFT – 1224-1253

- Checks – 101469-101494

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Voucher List 20b.2](#)
2. [Voucher List 20d.2](#)
3. [Voucher List 20e.](#)

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183920	7/23/2020	0000066 AWC EMPLOYEES BENEFITS TRUST	072320		JULY 2020 PREMIUMS/LTD/EAP	4,240.90
					Total :	4,240.90
183921	7/28/2020	0000950 LICENSING, WASHINGTON STATE DEPT OF	072320		CONCEALED WEAPONS PERMITS	1,298.00
					Total :	1,298.00
183922	7/28/2020	0000960 REVENUE, WASHINGTON STATE DEPT OF	06302020		EXCISE TAX	64,284.00
					Total :	64,284.00
183923	7/29/2020	0007449 A-1 PERFORMANCE, INC	33782 33859		JUN 2020 JANITORIAL SERVICES	4,409.05
					MONTHLY CLEANING SERVICE	824.09
					Total :	5,233.14
183924	7/29/2020	0007646 AGENDEASE, INC	2020-0119		MONTHLY LICENSE	199.00
					Total :	199.00
183925	7/29/2020	0005405 AGRICULTURE, UNITED STATES DEPT OF	3003507643		PERSONNEL COMP	296.13
					Total :	296.13
183926	7/29/2020	0000028 ALL ISLAND LOCK & KEY	62269 62297		REPLACE HR/LABOR	126.27
					COMBO CHANGE	90.94
					Total :	217.21
183927	7/29/2020	0001862 AMAZON/SYNCB	434583887354 435689669937 437749955587 439587986454 439664973866 439944843744 443335987747 444336847339 444687888878 444953734553 445669684349 448874768359 454837765684		FACE COVERS	544.50
					O-RINGS	66.15
					NAPKINS	15.24
					TOPPER/TABLECLOTHS	39.07
					RIDGID GENIUNE REPLACEMENT	33.75
					WIDE WICKING	34.64
					REFUND	-96.58
					FLEXIBLE SPLICE	161.00
					EUREKA BLAZE	32.66
					NECK GAITERS	130.64
					DECK WHEEL KIT	92.00
					MAGIC WIDE WICKING/NECK GAITERS	121.84
					BANDANAS	69.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183927	7/29/2020	0001862	AMAZON/SYNCB			
			(Continued)			
			458488678367		HARD DRIVE	1,150.84
			459399599636		FLEXIBLE SPLICE	191.66
			464374394484		FLASH FURNITURE	96.95
			464973677387		FASHION PROTECTIVE	185.00
			466835489993		NECK GAITERS	28.30
			476956643993		KEYPAD	70.21
			494896667887		NECK GAITERS	130.64
			558954635439		NECK GAITERS	84.90
			564844487566		FLASH FURNITURE	579.48
			579366935753		FUMOTO	35.27
			596535785573		FLASH FURNITURE	96.95
			598653593647		THERMAL PAPER	17.32
			637373949754		HAND 2 MIND WRAP AROUND/FACE SH	370.92
			648897955454		TOLLS/PRO INCH DIAM	52.54
			649759785664		MAGIC WIDE WICKING	17.29
			735573359686		HAND SANITIZER	172.28
			736683498853		NECK GAITERS	43.54
			744974685757		OTTERBOX	53.27
			745859935373		HEAVY DUTY DOCUMENT SOR	181.88
			745967584868		ADAPTERS	28.28
			756537593463		EUREKA AIRSPEED	65.33
			766644956695		SNEEZE GUARD	588.69
			769639543834		FOOD STORAGE	17.41
			786887588339		RING ALARM CONTACT	87.10
			799457596939		LABEL MAKER	97.24
			846443999996		DOORBELL	78.38
			874538465433		ADAPTERS	14.14
			877745934996		CLEAR ACRYLIC PL	28.29
			887738745947		AFTER SOLUTIONS RESCUE	65.28
			889543664658		EMERSON FISHER GAS EQUIPMENT	52.59
			896779374595		WIDE WICKING	34.64
			934736994645		CLEANSMART NURSERY	30.48
			934775736448		DUPONT TYVEK	206.91
			954378488965		DECORATIONS	14.15
			957958687466		HAND SANITIZER	284.18
			969533493963		NECK GAITERS	130.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183927	7/29/2020	0001862 AMAZON/SYNCB	(Continued) 969646344455 974446786636 976986394857 994779398475 995759899574		LETTER OPENERS ORGANIZERS/INTERI/PENCIL HOLDER WEBCAM STAND WEBCAM SURFACE PRO	16.00 61.20 32.65 315.68 1,970.63 Total : 9,023.68
183928	7/29/2020	0000034 AMERICAN PLANNING ASSOCIATION	087067-2075 197953-2075		SUBSCRIPTONS ZONING MEMBERSHIPS APA CHAPT/WA AICP	95.00 533.00 Total : 628.00
183929	7/29/2020	0000712 AMERIGAS	3108938550		PROPANE	173.93 Total : 173.93
183930	7/29/2020	0000050 ARAMARK	22488308		FACE MASK	558.59 Total : 558.59
183931	7/29/2020	0005001 ARAMARK	1991785047		UNIFORMS SERVICE	26.59 Total : 26.59
183932	7/29/2020	0004019 ASSOCIATED PETROLEUM PRODUCTS	0220425-IN 0220946-IN 0221635-IN		DIESEL FUEL DIESEL	16,732.42 3,230.83 6,019.81 Total : 25,983.06
183933	7/29/2020	0000077 BARGE, JA	060620		OUT OF POCKET EXPENSE	229.98 Total : 229.98
183934	7/29/2020	0000094 BERG VAULT COMPANY	89547		BURLINGTON RISER	42.39 Total : 42.39
183935	7/29/2020	0000103 BLADE CHEVROLET, INC	639511 639549		KNOB CONTROL	107.16 148.13 Total : 255.29
183936	7/29/2020	0004818 BOBBINK, MICHAEL	072420		HEARING EXAMINER SERVICES JUNE/	3,416.66

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183936	7/29/2020	0004818 0004818 BOBBINK, MICHAEL			(Continued)	Total : 3,416.66
183937	7/29/2020	0010139 BUTLER, MATT	07162020		CDL PHYSICAL	92.00
						Total : 92.00
183938	7/29/2020	0009965 CAMPBELL BROTHERS FENCING	1016		SALES	2,500.10
						Total : 2,500.10
183939	7/29/2020	0006215 CAROLLO	0185827 0185829		MARCH 2020 PROF SVC/CLEAN WATEF MARCH 2020 PROF SVC/OAK HARBOR	8,808.50 17,063.32
						Total : 25,871.82
183940	7/29/2020	0000150 CASCADE NATURAL GAS	08793000004 27891142880 36624000000 58793000009 80434000008 82193000005 90134000000		NATURAL GAS/POLICE STATION NATURAL GAS/1375 SE CITY BEACH ST NATURAL GAS/FIRE STATION NATURAL GAS/CITY HALL NATURAL GAS/CITY SHOP NATURAL GAS/ANNEX NATURAL GAS/917 E WHIDBEY AVE	54.10 3,735.04 138.00 128.59 233.91 49.82 32.69
						Total : 4,372.15
183941	7/29/2020	0010212 CIVICPLUS	201560		ANNUAL FEE	5,562.30
						Total : 5,562.30
183942	7/29/2020	0000694 CORE & MAIN	M530084		VALVE BOX RISER	1,029.11
						Total : 1,029.11
183943	7/29/2020	0000247 DIAMOND RENTALS	1-584821-11 1-597275		PORTABLES PULLEY IDLER	75.00 67.45
						Total : 142.45
183944	7/29/2020	0000257 DUTCH MAID CLEANERS	066020		JUNE 2020 LAUNDRY SERVICES	52.17
						Total : 52.17
183945	7/29/2020	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	RS-00000100		STORMWATER ACTION MONITORING	10,682.00
						Total : 10,682.00
183946	7/29/2020	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	2021-WAR307145-75913		WATER QUALITY FEE	778.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183946	7/29/2020	0000967 0000967 ECOLOGY, WASHINGTON STATE DEPT	(Continued)			Total : 778.00
183947	7/29/2020	0000273 EDGE ANALYTICAL, INC	20-22818		TESTING	52.00
			20-23389		LOADOUT BIN	52.00
			20-23447		TESTING	26.00
			20-23643		TESTING	100.00
			20-23853		LOADOUT BIN	52.00
			20-24436		TESTING	100.00
					Total :	382.00
183948	7/29/2020	0008160 EMERALD AUTO	1641		WASH AND POLISH	2,275.00
					Total :	2,275.00
183949	7/29/2020	0008922 EMPLOYMENT SCREENING RESOURCES	211265		EMP VERIFICATION	102.45
					Total :	102.45
183950	7/29/2020	0006005 ENVIROISSUES, INC	180-004-000-15		APRIL 2020 OAK HARBOR COMMUNITY	3,633.75
					Total :	3,633.75
183951	7/29/2020	0002900 FASTENAL	WAANA126526		HCS3/8-16X3	145.05
			WAANA126624		3/8-16 FHNZ	50.66
					Total :	195.71
183952	7/29/2020	0010207 FELIX, ROB	07172020		REFUND PARKS RESERVATION	100.00
					Total :	100.00
183953	7/29/2020	0008880 FIZZ EVENTS, LLC	202007		WHIDBEY ISLAND MARATHON	4,050.00
					Total :	4,050.00
183954	7/29/2020	0004971 FREEMAN, DENISE L	2020-17		WINTER WT JUMPSUIT	640.15
					Total :	640.15
183955	7/29/2020	0000325 FRONTIER FORD	130585		SPOSENSOR	34.59
					Total :	34.59
183956	7/29/2020	0002767 GATEWAY CONTROLS, INC	2019385		REG ALARM LABOR	641.33
					Total :	641.33

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183957	7/29/2020	0000345 GREATER OAK HBR CHAMBER OF COM	30414		CITY 2% MARKETING GRANT 2020	1,080.00
					Total :	1,080.00
183958	7/29/2020	0004974 GREEN LIGHT SOLUTIONS	8594		MAIN INSP	1,050.00
					Total :	1,050.00
183959	7/29/2020	0005311 HB JAEGER COMPANY, LLC	U2016029773		CRETEX RING	2,209.66
					Total :	2,209.66
183960	7/29/2020	0000323 HD FOWLER COMPANY	I5512196 I5525345 I5525346		METER REGISTER REGISTER WATER METER	37.58 18,785.74 5,336.10
					Total :	24,159.42
183961	7/29/2020	0005515 HDR ENGINEERING, INC	1200280766 1200280768		OH NAVY UTILITY RATE ANALYSIS OH NAVY UTILITY RATE ANALYSIS	3,253.75 6,190.00
					Total :	9,443.75
183962	7/29/2020	0003095 HOME DEPOT CREDIT SERVICES	1083010 1083011 1511398 1511435 1512153 1614263 1624275 2970420 4022745 4511187 4610187 512998 524367 5512680 6160723 6524786 6524823 7025311 8021016		20A 250V BLK&WHT CONNE 20A 250V BLK&WHT CONNE COMMERCIAL ANGLE BROOMS BESSEY H STYLE PIPE CLAMP PAINT SUPPLIE/CORNHOLE BOARDS KNIFE NYLONS/WELDING MUD/JC PAIL EXTENDED U HOOKS SNEEZE GUARD COARSE DRYWALL SCREWS/MOLDTO 50HYBRID RETRACTABLE 1/4 FNPT X 1/4 COUPLER/EMT CONDUI ROTOR SPRINKLERS SIPHON FEED SPRAY GUN BOSCH BIM JAPNSE TOOTH/CARBIDE 10-TINE WELDED BEDDING MICROCUT TWIN BLADE/GRADE STAKI SPRAYER ON A STAKE PVC FEMALE ADAP/PVC BUSHING GALLON PRESS N POUR/ELECTRIC GF	-33.74 32.63 21.71 16.30 57.63 51.31 36.92 32.64 166.26 215.58 22.89 39.11 76.21 69.60 82.72 57.89 18.92 2.52 228.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183962	7/29/2020	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			8511627		PURPLE PRIMER/PVC CEMENT	15.55
			8513186		RIDGID 6G ELEC PANCAKE COMPRES	140.48
			8614498		DECKMATES	20.63
			8614499		HENRY 209 EXTREME WET PATCH	43.54
			8614500		6 X 3/8 WOVEN MINI	23.89
			8614501		LIGHT FIXTURE	31.48
			8614502		BASEBOARD BUILT IN STAT	33.01
			8614503		DRYER VENT	7.60
			9624450		RAPID SET MORTAR	76.10
					Total :	1,588.12
183963	7/29/2020	0008834 INTEGRITY SAFETY SERVICES, INC	157-2764		FIT TEST & RESPIRATORY MEDICAL CL	495.00
					Total :	495.00
183964	7/29/2020	0000402 ISLAND COUNTY DISTRICT COURT	071320		2ND QUARTER JOINT EXPENSES	5,555.00
					Total :	5,555.00
183965	7/29/2020	0000411 ISLAND COUNTY TREASURER	071320		2ND QUARTER JOINT EXPENSE 2020	58,618.51
					Total :	58,618.51
183966	7/29/2020	0000411 ISLAND COUNTY TREASURER	2		2ND QTR 2020 JOINT EXPENSES	5,555.00
					Total :	5,555.00
183967	7/29/2020	0000415 ISLAND DISPOSAL	07062020		DUMPSTER CHARGES	19,000.86
					Total :	19,000.86
183968	7/29/2020	0000454 JET CITY EQUIPMENT RENTAL	34894		D-B&S	33.70
			34919		D-ASPHALT	21.74
					Total :	55.44
183969	7/29/2020	0006362 KBA, INC	071420		JUNE 2020 PROF SVC/CLEAN WATER F	1,721.99
					Total :	1,721.99
183970	7/29/2020	0000476 KERR, JACK	05-2020		MAY 2020 PUBLIC DEFENSE SCREENIN	1,600.00
			06-2020		JUNE 2020 PUBLIC DEFENSE SCREEN	1,600.00
					Total :	3,200.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183971	7/29/2020	0005916 KLASZKY, ED	07182020		ENGINE SHOVELS	80.56
Total :						80.56
183972	7/29/2020	0000494 LAKESIDE INDUSTRIES	129531		ASPHALT	1,131.11
Total :						1,131.11
183973	7/29/2020	0010162 LDC, INC	21165		OAK HARBOR HOUSING ACTION PLAN	7,852.50
Total :						7,852.50
183974	7/29/2020	0000979 LES SCHWAB	41400499074		425/65R-22.5/20 GI-36	1,569.07
			41400499880		TIRES	1,237.30
			41400500258		TIRES	85.26
			41400500850		HIGHWAY ON AND OFF ROAD	1,530.43
Total :						4,422.06
183975	7/29/2020	0000950 LICENSING, WASHINGTON STATE DEPT OF	07222020		NOTARY RENEWAL/LUTZ	30.00
			07222020A		NOTARY RENEWAL/ENGLE-GLOVER	30.00
			07222020B		NOTARY RENEWAL/MORGAN	30.00
Total :						90.00
183976	7/29/2020	0010206 LUCERO, SARA	072020		REFUND PARKS RESERVATION	50.00
Total :						50.00
183977	7/29/2020	0006919 LYNN CARD COMPANY	2200709-024		GOLD FOIL BIRTHDAY	65.45
Total :						65.45
183978	7/29/2020	0000530 MAILLIARD'S LANDING NURSERY	204730		YARD WASTE	216.55
			204863		YARD WASTE	252.95
			205010		YARD WASTE	217.25
			205160		YARD WASTE	306.50
			205255		YARD WASTE	181.90
			205319		YARD WASTE	253.65
			205755		YARD WASTE	301.25
			205861		YARD WASTE	255.05
			205940		YARD WASTE	238.25
			206088		YARD WASTE	312.45
			206160		YARD WASTE	236.50
			206171		YARD WASTE	212.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183978	7/29/2020	0000530 MAILLIARD'S LANDING NURSERY	(Continued)			
			206456		YARD WASTE	270.45
			206514		YARD WASTE	191.70
			206683		YARD WASTE	274.30
			206854		YARD WASTE	335.20
			206955		YARD WASTE	235.80
			207002		YARD WASTE	276.75
			207333		YARD WASTE	191.70
			207498		YARD WASTE	248.40
			207607		YARD WASTE	304.40
			2077735		YARD WASTE	308.60
			207843		YARD WASTE	218.30
			207903		YARD WASTE	215.15
			208262		YARD WASTE	233.35
			208373		YARD WASTE	212.00
			208462		YARD WASTE	5.00
			209244		YARD WASTE	5.00
			209391		YARD WASTE	7.00
			209776		YARD WASTE	5.00
			209883		YARD WASTE	10.00
			209888		YARD WASTE	10.00
			209892		YARD WASTE	10.00
			209941		YARD WASTE	10.00
			210118		YARD WASTE	10.00
			210134		YARD WASTE	10.00
					Total :	6,583.10
183979	7/29/2020	0009139 MANGLONA-CHARLTON, BERNICE	07272020		EXERCISE VIRTUAL CLASS	161.00
					Total :	161.00
183980	7/29/2020	0000660 MARKET PLACE FOOD & DRUG	071520		GROCERY	98.25
					Total :	98.25
183981	7/29/2020	0006072 MASTER'S TOUCH, LLC	70552		JULY 2020 MAILING SERVICE FOR LATI	334.52
			P70552		JULY 2020 MAILING SERVICE FOR LATI	415.49
					Total :	750.01

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183982	7/29/2020	0002288 MCMaster-CARR SUPPLY CO	WWTP		FOOD INDUSTRY SEAL	50.67
Total :						50.67
183983	7/29/2020	0007164 NATIONAL TESTING NETWORK	7212		ANNUAL RENEWAL	500.00
Total :						500.00
183984	7/29/2020	0000612 NELSON PETROLEUM	0735660-IN		SHIELD CHOICES 5W20	550.17
Total :						550.17
183985	7/29/2020	0000672 OAK HARBOR ACE	327540		FASTNERS	7.78
			327578		BOX OF LOCK NUTS	23.95
			327580		FAMOWOOD LTX NATRAL	16.53
			327626		LUBE TRIFLOW/SCREWS	11.41
			327661		SPOOL AUTOCUT	-2.18
			327685		TAP-HOSE/COUPL	28.81
			327686		TOGLER 5/8 X 3/4 DRYWALL	10.23
			327694		BIT DRILL/FASTNERS	43.02
			327712		CORD CHANNEL COVR	7.61
			327721		SANDDISC VENT	116.64
			327739		SANDER RANDOM5 W/CASE	32.67
			327796		MARKING PAINT	21.78
			327807		KITCHEN SPRAY HEAD/FAUCT SPRAY	26.11
			327817		TILE MOLD/MILDEW	-10.87
			327820		GAUGE/ELBOW/HEX BRUSH/BUSHING	91.28
			327920		DADDISC/MARINE SEALNT/PLUG	21.31
			327922		SANDDISC VENT	0.65
			327936		HEX BUSHINGS	84.56
			327953		SUPPLY HOSE/ADAPTER	16.35
			327963		HEX BUSH	6.52
			327966		CLEANER LIQUID	13.05
			327974		SPRYPNT	10.00
			327986		CLEANER OUT	28.29
			328027		ADAPTER/COUPLINGS/GASKET/PLUG	114.75
Total :						720.25
183986	7/29/2020	0000668 OAK HARBOR AUTO CENTER	036016042		BOXED RADIATOR	3.05
			036016042		WIX XP SPIN-ON	18.56

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183986	7/29/2020	0000668 OAK HARBOR AUTO CENTER	(Continued)			
			359009707		EGR VALVE	-150.05
			359010223		ROTOR RET SCREW	2.00
			359010460		SOLENOID AND REL	41.64
			359010570		P-CARD VEN SIDE BAR	221.27
			359010588		WIX XP SPIN-ON/SPIN-ON LUBE	14.45
			359010597		P-CARD VEN SIDE BAR	20.08
			359010735		WIRE TERM TOOL	-10.04
			359010736		U-JOINT	57.65
			359010880		SPIN ON FUEL WAT	72.27
			359010882		STABILIZER BAR	29.34
			359010886		CABIN AIR PANEL	17.05
			359010887		AIR FILTER	58.40
			359010907		CABIN AIR FILTER	12.69
			359010923		CABIN AIR PANEL	-17.05
			359010954		AIR FILTER/RADIALSEAL/SPIN-ON	44.70
			359010965		CARTRIDGE LUBE	48.95
			359010977		SIDE STEP	-277.30
			359011112		HITCH ADAPTER	25.57
			359011123		30LB CYCLINDER/PREMIUM PAG	122.36
			359011179		SPIN ON LUBE/AIR FILTER	238.03
			359011181		AIR FILTER	13.96
			359011204		U JOINT	32.80
			359011555		ZX G-05 AFC	15.67
			359011852		SEALED BEAMS	14.20
			359011877		SPIN ON LUBE FIL	36.35
					Total :	706.60
183987	7/29/2020	0010030 O'BRIAN, JIM	5623		MOORAGE REFUND	25.00
					Total :	25.00
183988	7/29/2020	0003007 OFFICE DEPOT	102891564001		DATER 1.12"X68"	56.62
					Total :	56.62
183989	7/29/2020	0006007 O'REILLY AUTO PARTS	2532-188334		DISC PAD	-10.89
			2532-189536		SENSOR	44.12
			2532-189547		SENSOR	-44.12

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183989	7/29/2020	0006007 O'REILLY AUTO PARTS	(Continued) 2532-191912 2532-191975 2532-192243		MICRO V BELT WINDOW REG PRY BAR SET	47.25 64.99 17.41 Total : 118.76
183990	7/29/2020	0010130 PACIFIC CONSTRUCTION CONSULT	792-05-20		AUDIT WORK	7,167.25 Total : 7,167.25
183991	7/29/2020	0003164 PAINTERS ALLEY	P0026439		PAINT	64.49 Total : 64.49
183992	7/29/2020	0010209 PERMA-BILT INDUSTRIES, INC	07272020		BUSINESS LICENSE REFUND	12.50 Total : 12.50
183993	7/29/2020	0000710 PLATT ELECTRIC SUPPLY, INC	0M55949		INCAD LAMP	94.42 Total : 94.42
183994	7/29/2020	0002881 PUBLIC SAFETY TESTING	2020-0418		SUBSCRIPTION FEES/ABILITY TESTING	424.00 Total : 424.00
183995	7/29/2020	0000743 PUGET SOUND ENERGY	200002036164 200002037097 200002511539 200003131170 200003459654 200010322895 200010499446 200010549943 200015399153 200017654415 200022988147 300000007421 300000009906 300000009906 300000010458 300000010516		ELECTRICITY/30505 STATE ROUTE 20 ; ELECTRICITY/2000 SW SCENIC HEIGH ELECTRICITY/2075 SW FORT NUGENT ELECTRICITY/WELL #7 ELECTRICITY/1957 FORT NUGENT RD ; ELECTRICITY/2330 SW ROSARIO PL ELECTRICITY/1661 NE 16TH AVE # SEV ELECTRICITY/WELL #6 ELECTRICITY/1678 SW 8TH AVE ELECTRICITY/1000 SW THORNBERRY I ELECTRICITY/TRAILER PK S END ELECTRICITY/STREET LIGHTS ELECTRICITY/PARKS ELECTRICITY/PARKS ELECTRICITY/STREET LIGHTS ELECTRICITY/STREET LIGHTS	58.03 12.22 11.40 13.52 69.96 34.33 18.80 13.52 10.39 211.90 26.99 26.23 10.39 211.65 2.60 59.06

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183995	7/29/2020	0000743 PUGET SOUND ENERGY	(Continued) 420000384677		ELECTRICITY/FT NUGENT ST	2,881.84
					Total :	3,672.83
183996	7/29/2020	0010210 QUALITY CONTROLS CORPORATION	S6375-1		PROF SVC VFD	603.75
					Total :	603.75
183997	7/29/2020	0009178 RIVERS, BRIAN	07222020		CDL PHYSICAL	160.00
					Total :	160.00
183998	7/29/2020	0010213 RULE STEEL TANKS, INC	0037894-IN		CONTAINERS	9,084.00
					Total :	9,084.00
183999	7/29/2020	0007200 SAGE SOFTWARE, INC	2002220273		SAGE BUSINESS CARE GOLD 1 YEAR	3,779.92
					Total :	3,779.92
184000	7/29/2020	0010208 SAWYER, AUBREY	07202020		REFUND PARKS RESERVATION	50.00
					Total :	50.00
184001	7/29/2020	0010205 SAXMAN, JENNIFER	07162020		REFUND PARKS RESERVATION	50.00
					Total :	50.00
184002	7/29/2020	0005967 SEATTLE AUTOMOTIVE DIST	S6-5557624		SENSOR EXHAUSTGAS	56.72
					Total :	56.72
184003	7/29/2020	0000822 SHRED-IT USA, INC	8129989021		SHRED	128.76
					Total :	128.76
184004	7/29/2020	0002901 SMITH & LOVELESS, INC	145736		IMPLR CW	2,680.63
					Total :	2,680.63
184005	7/29/2020	0000879 SOLID WASTE ASSOCIATION OF	2021-73442		ANNUAL MEMBERSHIP	358.00
					Total :	358.00
184006	7/29/2020	0000843 SOLID WASTE SYSTEMS, INC	0124756-IN 0124787-IN 0124948-IN		CAB CONTROL BOX/ I/O BOX DRIVELINE DRIVE SHAFT KIT	9,513.67 382.95 285.26

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184006	7/29/2020	0000843 0000843 SOLID WASTE SYSTEMS, INC	(Continued)			Total : 10,181.88
184007	7/29/2020	0000846 SOUND PUBLISHING, INC	WNT902258 WNT902466 WNT903080		LEGAL NOTICES CITY NOTICES CITY NOTICES	21.18 13.08 41.12 Total : 75.38
184008	7/29/2020	0003883 STAPLES BUSINESS ADVANTAGE	3450597319 3451137477 3451137482 3451613332 3451613341		PUNCH 3 HOLE/DESKSIDE RECYCLE 36X48 PILE STD LIP CHRMAT HVYDUTYDATE DESK SIGN SLIDE DESKSIDE RECYCLE BIN	65.71 31.68 56.99 11.21 16.20 Total : 181.79
184009	7/29/2020	0003897 SULLIVAN, KINDLE	06302020		UNIFORM PANTS	139.90 Total : 139.90
184010	7/29/2020	0000872 SUPERIOR SYSTEMS, INC	S20205894		AR PLATE LINER	7,101.33 Total : 7,101.33
184011	7/29/2020	0000874 SURETY PEST CONTROL	1347709 1353543		PEST EXTERMINATION PEST EXTERMINATION	111.96 59.90 Total : 171.86
184012	7/29/2020	0010204 TILTON PACIFIC CONSTRUCTION	BL#006873		BUSINESS LICENSE REFUND	12.50 Total : 12.50
184013	7/29/2020	0010211 TRANTECH ENGINEERING, LLC	2020015-01		WINDJAMMER PARK PEDESTRIAN BRIL	507.73 Total : 507.73
184014	7/29/2020	0010214 TRUCK SAFETY USA	1098 1099		DUMP BRACE CAB BRACE	992.00 1,267.00 Total : 2,259.00
184015	7/29/2020	0000287 TYLER TECHNOLOGIES, INC	045-308757		EXECUTIME ADDITIONAL IMP	80.00 Total : 80.00
184016	7/29/2020	0000923 UNITED PARCEL SERVICE	0000A0182W280		LATE FEE	1.61

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184016	7/29/2020	0000923 UNITED PARCEL SERVICE	(Continued) 0000A0182W290		LATE PMT FEE	1.11
					Total :	2.72
184017	7/29/2020	0000926 USABLUBOOK	283973		ADAPTER/COUPLING/ROTO FLOAT	189.45
					Total :	189.45
184018	7/29/2020	0000937 VALLEY FREIGHTLINER, INC	PC302096744:01		TUBE KIT	156.27
					Total :	156.27
184019	7/29/2020	0000932 VERIZON WIRELESS	9858286004		CURRENT COMM CHARGES	6,379.56
					Total :	6,379.56
184020	7/29/2020	0000978 WALLACE, RICHARD	071420		OUT OF POCKET EXPENSE	2,728.10
					Total :	2,728.10
184021	7/29/2020	0004786 WESTERN SYSTEMS, INC	0000042748		ENCLOSURE/UPS POWER MOD/BATTE	5,117.03
					Total :	5,117.03
184022	7/29/2020	0001039 WESTERN TRUCK CENTER	026P12038 026P12039 026P12076		SENSOR SENSOR JUMPER-COOLANT LEVEL	670.19 773.27 70.22
					Total :	1,513.68
184023	7/29/2020	0001000 WHIDBEY AUTO PARTS, INC.	426282 426419		BATTERIES BUSHING/COUPLER	324.59 76.76
					Total :	401.35
184024	7/29/2020	0001017 WHIDBEY PRINTERS	51267 51268		F.O.G. TRAP INSP BUSINESS CARDS	215.79 152.46
					Total :	368.25
184025	7/29/2020	0001005 WHIDBEYHEALTH MEDICAL CENTER	WAK10256 WAK10538 WAK11598		INMATE SERVICES INMATE SERVICES INMATE SERVICES	414.80 929.05 899.30
					Total :	2,243.15
184026	7/29/2020	0008997 WILLIAMS INDUSTRIAL SALES	2020-220687-00		MARKING CHALK	532.44

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184026	7/29/2020	0008997 0008997 WILLIAMS INDUSTRIAL SALES	(Continued)			Total : 532.44
184027	7/29/2020	0001061 XEROX CORPORATION	010736057		JUNE 2020 COPIER RENTAL	282.47
						Total : 282.47
184028	7/29/2020	0000355 ZIPLY FIBER	007-9244		CURRENT PHONE CHARGES	259.21
			197-0420		CURRENT PHONE CHARGES	812.97
			279-9510		CURRENT PHONE CHARGES	74.56
			675-1568		CURRENT PHONE CHARGES	264.85
			675-2111		CURRENT PHONE CHARGES	70.34
			675-3121		CURRENT PHONE CHARGES	64.84
			679-0500		CURRENT PHONE CHARGES	78.51
			679-1651		CURRENT PHONE CHARGES	64.84
			679-3228		CURRENT PHONE CHARGES	265.45
						Total : 1,955.57
109 Vouchers for bank code : bank						Bank total : 407,957.17
109 Vouchers in this report						Total vouchers : 407,957.17

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183903	7/20/2020	0000483 360 PROPERTY MANAGEMENT	Ref000275407 Ref000275409		UB Refund Cst #00157576 UB Refund Cst #00174906	143.54 45.14 Total : 188.68
183904	7/20/2020	0007024 ACTON, JOHN	Ref000275401		UB Refund Cst #00120829	163.50 Total : 163.50
183905	7/20/2020	0010185 DOVGAN, MICHAEL	Ref000275417 Ref000275418		UB Refund Cst #00179026 UB Refund Cst #00179026	819.57 831.60 Total : 1,651.17
183906	7/20/2020	0010184 FAUL, HUNTER	Ref000275415		UB Refund Cst #00177754	1.00 Total : 1.00
183907	7/20/2020	0007880 HARRINGTON, DAVE	Ref000275400		UB Refund Cst #00120284	181.27 Total : 181.27
183908	7/20/2020	0010183 HERARD, VANESSA	Ref000275414		UB Refund Cst #00177611	178.03 Total : 178.03
183909	7/20/2020	0009573 LARSEN, STACY	Ref000275408		UB Refund Cst #00169850	180.28 Total : 180.28
183910	7/20/2020	0010175 MCKINNEY, MARK OR EVELYN	Ref000275403		UB Refund Cst #00126763	143.23 Total : 143.23
183911	7/20/2020	0010174 MOMO, LLC	Ref000275416		UB Refund Cst #00178365	329.37 Total : 329.37
183912	7/20/2020	0010180 OGDIN, EMILY	Ref000275411		UB Refund Cst #00177276	503.92 Total : 503.92
183913	7/20/2020	0010176 RIVAS, IVETTE	Ref000275404		UB Refund Cst #00126801	134.45 Total : 134.45
183914	7/20/2020	0010178 SCHEIDT, JUDYE	Ref000275406		UB Refund Cst #00154140	14.22

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183914	7/20/2020	0010178 0010178 SCHEIDT, JUDYE	(Continued)			Total : 14.22
183915	7/20/2020	0010177 SCHUMACHER LEASING	Ref000275405		UB Refund Cst #00147506	147.97
						Total : 147.97
183916	7/20/2020	0010181 SHEARS, AMANDA	Ref000275412		UB Refund Cst #00177385	301.15
						Total : 301.15
183917	7/20/2020	0010179 TAWREL, RICHARD	Ref000275410		UB Refund Cst #00175292	142.68
						Total : 142.68
183918	7/20/2020	0010182 VANDEWATER, ARON	Ref000275413		UB Refund Cst #00177550	262.35
						Total : 262.35
183919	7/20/2020	0002521 WHIDBEY RESIDENTIAL	Ref000275402		UB Refund Cst #00121905	141.20
						Total : 141.20
17 Vouchers for bank code : bank						Bank total : 4,664.47
17 Vouchers in this report						Total vouchers : 4,664.47

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
183896	7/16/2020	0004903 US BANK	4485591002298200		CREDIT CARD PURCHASES	596.81	
						Total :	596.81
183897	7/16/2020	0004903 US BANK	4485591002279598		CREDIT CARD PURCHASES	336.61	
						Total :	336.61
183898	7/16/2020	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	115.00	
						Total :	115.00
183899	7/16/2020	0004903 US BANK	4485591002332199		CREDIT CARD PURCHASES	37.00	
						Total :	37.00
183900	7/16/2020	0004903 US BANK	4485590005638313		CREDIT CARD PURCHASES	31.59	
						Total :	31.59
183901	7/16/2020	0004903 US BANK	4485590004137119		CREDIT CARD PURCHASES	20.99	
						Total :	20.99
183902	7/16/2020	0004903 US BANK	4485591002299083		CREDIT CARD PURCHASES	15.00	
						Total :	15.00
7 Vouchers for bank code : bank						Bank total :	1,153.00
7 Vouchers in this report						Total vouchers :	1,153.00

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.b.
Date: August 5, 2020
Subject: Minutes: July 7, 2020 Regular Meeting and July 14, 2020 Special Meeting, and July 22, 2020 Workshop Meeting

FROM: Administration

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

Approve Minutes as presented.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [July 7, 2020 Regular Council Meeting](#)
2. [July 14, 2020 Special Council Meeting](#)
3. [July 22, 2020 Council Workshop](#)

Oak Harbor City Council
Regular Meeting Minutes
July 7, 2020

Due to COVID-19, physical distancing and masks were required of attendees per WA Proclamation 20-28. The meeting was also available to view via YouTube or Channel 10

CALL TO ORDER

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

Invocation – Led by Pastor James Cutter, Church of the Rock

Pledge of Allegiance – Led by Mayor Severns

ROLL CALL

City Council Present: Videoconference

Mayor Robert Severns
Mayor Pro Tem Munns
Councilmember Tara Hizon
Councilmember Jeff Mack
Councilmember Joel Servatius
Councilmember Erica Wasinger
Councilmember Jim Woessner

Staff Present: Videoconference

City Administrator Blaine Oborn
Finance Director Patricia Soule
Public Works Director Cathy Rosen
Interim Development Services Director Cac Kamak
City Engineer Jim Bridges
Associate Planner Ray Lindenburg
Project Engineer Brett Arvidson
Operations Manager Hank Nydam
Fire Chief Ray Merrill
Police Chief Kevin Dresker
Human Resources Director Emma House
Harbormaster Chris Sublet
Senior Services Administrator Liz Lange
City Administrator Assistant Lisa Felix
Public Information Officer Sabrina Combs
City Clerk Julie Lindsey

Also in attendance: City Consulting Attorney Grant Weed of Weed, Graafstra & Associates

1. APPROVAL OF AGENDA

Mayor Severns noted staff recommended item 7.a. Ordinance No. 1906 – Budget Amendment for 2019-2020 Budget, be moved to follow agenda item 8.c. “Interlocal Cooperative Agreement with Island County, for Coronavirus Relief Fund Grant (CARES). Councilmember Munns moved to move the item as recommended, seconded by Councilmember Wasinger. The vote on the motion carried unanimously and the agenda was approved as amended.

2. PRESENTATIONS

a. Proclamations

None.

b. Honors & Recognitions

- i. Introduction to Council of two new Officers – Chief of Police Dresker introduced Officers Marquise Moses and Janeth Huetson. Both hired on September 16, 2019 and graduated CJTC on May 4, 2020.
- ii. Promotion of Officer Matthew Krysinski to Sergeant – Chief Dresker reported Sergeant Krysinski was promoted on May 1, 2020.
Chief Dresker also reported on an appreciation event held to show support and gratitude for the department by local churches. He noted the Police Department's thanks to the Oak Harbor community for their support.
- iii. Public Works Department Employee Recognition – Richard "Rick" Fakkema (15 years)
- iv. Public Works Department Employee Recognition – Eph Robbins (15 years)
Director Rosen reviewed both employee's accomplishments and presented both with City apparel. Both thanked Director Rosen, Administrator Oborn, Mayor Severns, and the Council.

c. Community Presentations

None.

3. CITIZEN COMMENT PERIOD

Mayor Severns opened the Citizen Comment Period at 6:25 p.m.

Hearing none and with none received, public comment was closed.

4. CONSENT AGENDA

Consent Items

- a. Approval of Payroll and Accounts Payable Vouchers
- b. Arts Commission: Re-Appointment of JR Russell to position 2
- c. Freund Marsh Drainage Letter of Intent
- d. Minutes of June 2, 2020 Regular Meeting and June 17, 2020 Special Workshop Meeting
- e. Ordinance No, 1905: Smoking in City Parks (Adoption)
- f. Professional Services Contract with Moffitt Nichol – Marina Repairs
- g. Resolution 20-20: Accepting the donation of funds from the Koetje Estate to Senior Services
- h. Surplus Authorization – Senior Center Bus
- i. Waterfront Pedestrian Improvements – Allowance

Mayor Pro Tem Munns requested to pull Item 4.c. Freund Marsh Drainage Letter of Intent for discussion.

Motion: No objection, therefore item(s) 4 a.-b. and 4 d. – i. were approved as presented.

Mayor Pro Tem Munns, and Councilmembers Woessner and Mack, gave their respective comments regarding the Freund Marsh item.

Motion: Mayor Pro Tem Munns moved to authorize the Mayor to direct staff to prepare a Letter of Intent with Wrights Crossing, LLC, to perform storm water modeling to determine the drainage into

Freund Marsh, and then to sign the Letter of Intent, second by Councilmember Woessner. Motion carried unanimously.

5. MAYOR, COUNCIL & STAFF COMMENTS

a. Mayor

Mayor Severns provided his respective comments and announcements. He thanked the community for cooperating with the changing requirements to prevent the spread of COVID-19, noting that as of today at City facilities staff and visitors would be required to wear masks. Island County is now in Phase 3 and the public are welcome to attend City Council meetings while wearing masks and observing physical distancing. Mayor Severns explained the Council and the majority of staff would continue to participate remotely in order to reduce the number of people in Council Chambers. Public comment could be given 1 person or via written comment or voicemail.

Mayor Severns announced a vacancy on the Planning Commission and on the Arts Commission and the requirements for serving.

Mayor Severns noted the Council would hold a Special Meeting on July 14, 2020 to receive a report on the outcome of the Selection Committee's work with the CARES Grant Funding, and to review the applicants for vacated City Council Position No. 7.

b. Councilmembers

Councilmember Servatius moved to amend all relevant sections of Oak Harbor Municipal Code 2.390 Contracts, and 2.310.050 Professional Service Contracts, to reduce all spending authorities from \$30,000 to \$10,000. Councilmember Wasinger seconded the motion. Following discussion that included legal counsel Weed, the vote on the motion carried unanimously. An ordinance will be prepared to amend the Municipal Code and brought back to the Council for approval.

Noting the resignation of Finance Director Soule, Mayor Pro Tem Munns moved that the Finance Director be replaced after August 4th with a CPA replacement interim person or firm that handles this properly. Councilmember Woessner seconded the motion. Councilmembers Mack, Hizon, Servatius and Wasinger provided their respective questions and comments. Discussion ensued with legal counsel Weed providing clarification per Municipal Code that the hiring authority and appointment of the Finance Director rests with the Mayor and would be approved by the Council. An interim appointment does not require Council approval. City Administrator Oborn reported that a plan is in development. Mayor Severns thanked the Council for their input. The vote on the motion carried unanimously.

Councilmembers Woessner and Servatius, and Mayor Pro Tem Munns provided their additional respective comments and announcements.

c. City Administrator

City Administrator Oborn provided his respective comments and announcements.

i. City Administrator Oborn and Project Engineer Arvidson provided an update on the status of the Construction Punchlist for the Clean Water Facility.

Mayor Pro Tem Munns and Councilmembers Servatius and Woessner provided their respective questions and comments.

6. PUBLIC HEARINGS & PUBLIC MEETINGS

- a. None.

7. ORDINANCES & RESOLUTIONS - as noted earlier, this section was moved to follow Agenda Item 8.c.

8. CONTRACTS & AGREEMENTS

- a. Professional Services Agreement: David Evans & Associates, Master Plan for Harbor Heights Property

Operations Manager Nydam provided background regarding the item. On June 2, 2020, staff held interviews for consultants to develop a Master Plan for the entire 75-acre site as well as creating bid documents and drawings for Phase 1 of the Regional Park Project and selected David Evans & Associates as the Landscaper Architectural Consultants for the project.

Mayor Pro Tem Munns provided her respective questions and comments. City Administrator Oborn noted that Manager Nydam was retiring and had submitted his letter of resignation and thanked him for his service to the City.

Motion: Mayor Pro Tem Munns moved to authorize the Mayor to sign a Professional Services Agreement with David Evans & Associates to create a Master Plan for the Harbor Heights Property, including documents and drawings for the development of Phase 1 of the Regional Park in the amount of \$219,065.00. The motion was seconded by Councilmember Woessner. Hearing no discussion, the motion passed unanimously.

- b. Professional Services Agreement: HDR Engineering, Inc., Navy Utility Rate Study, Amendment No.2

Finance Director Soule and Public Works Director Rosen provided the background regarding funding the continuation of tasks as needed with the Navy Utility Rate Study.

Councilmembers Servatius, Mack and Woessner provided their respective questions and comments.

Motion: Mayor Pro Tem Munns moved to approve the HDR Engineering Inc. Amendment #2 to the Navy Utility Rate Study to extend the date to 12/31/2020 and add \$66,163.00 for additional services. The motion was seconded by Councilmember Servatius. The motion passed unanimously.

- c. Interlocal Cooperation Agreement with Island County, for Coronavirus Relief Fund Grant (CARES)

City Administrator Oborn and Finance Director Soule reviewed the grant process and provided an update. They City of Oak Harbor received \$689,100 from the Washington State Department of Commerce CARES Act Funds for Local Governments in Washington State. The City designated 50% of this, \$344,550 for small businesses with fewer than 50 employees and up to \$10,000 per applicant. The City partnered with Island County7 Commissioner Jill Johnson on the North Whidbey Island Small Business Relief Grant, which includes the City of Oak Harbor and the unincorporated area of Island County within the 98277-zip code. Island County received \$4,665,100 in CARES Funding. Commissioner Johnson committed

\$333,333 to the grant program, for a total of \$677,883. The Interlocal Cooperation Agreement outlines the relationship between the City and the County in the administration of this grant program. The Island County Interlocal Agreement for District 2 CARES Business Relief Grant Funds totals \$366,666 for the City/County North Whidbey Island Small Business Relief Grant program and \$33,333 for City program administration. Director Oborn reported that Jay Lovelady, temporary staff helping staff to run the program, with a portion of his costs being born by the County. A total of \$705,123 has been requested by 83 applicants, including five new businesses.

Mayor Pro Tem Munns and Councilmember Hizon provided their respective questions and comments.

Motion: Councilmember Woessner moved to authorize Mayor Severns to sign the Interlocal Cooperation Agreement with Island County for the Coronavirus Relief Fund for Local Governments Grant. The motion was seconded by Mayor Pro Tem Munns. The motion passed unanimously.

ORDINANCES & RESOLUTIONS – as noted earlier, this section was moved to follow Agenda Item 8.c.

a. Ordinance No. 1906 – Budget Amendment for 2019-2020 Budget

Finance Director Soule provided the background regarding this fifth amendment to the 2019-2020 Biennial Budget and outlining those revisions including the Transportation Benefit District, the Hoffman Trail Project, CARES Funding, and Marina Repairs.

Councilmember Servatius provided his respective questions and comments.

Mayor Severns noted there was no public comment regarding this Ordinance or other items.

Motion: Councilmember Servatius moved to adopt Ordinance No. 1906, Budget Amendment #5 amending the 2019-2020 Biennial Budget, motion was seconded by Councilmember Hixon. The motion passed unanimously.

9. OTHER ITEMS FOR CONSIDERATION

City Council Workshop Start Time

City Administrator Oborn led a discussion with the Council regarding consideration of an earlier start time for Council Workshop Meetings, noting that in the past these meetings had a 2:00 p.m. start time.

Councilmembers Servatius, Woessner, Mack, Wasinger, Hizon and Mayor Pro Tem Munns provided their respective questions and comments.

Following discussion, the consensus of the Council was to begin holding Council Workshop meetings at 2:00 p.m. beginning in August 2020.

10. REPORTS & ITEMS FOR DISCUSSION

None.

11. EXECUTIVE SESSION

Mayor Severns announced that the City Council would go into executive session for the purpose of discussing a Real Estate matter pursuant to RCW 42,30,110 (1) (ii) (b) (c) with factors that bear upon price including property location, condition, possible uses, and economic development; and to discuss with legal counsel Potential Litigation pursuant to RCW 42.30.110 (1) (1). The Executive Session occurred in the Mayor's Conference Room of City Hall and was anticipated to last approximately fifty minutes. Mayor Severns noted the Council was not expected to take action upon return to the open session. Executive Sessions are not open to the public.

The Council entered into Executive Session at 8:06 p.m.

At 8:47 p.m. Mayor Severns reconvened the regular meeting and requested a motion to extend the regular meeting time from 9:00 p.m. to 9:30 p.m. This was so moved by Mayor Pro Tem Munns and seconded by Councilmember Servatius. The vote on the motion to extend the regular meeting carried unanimously, Mayor Severns announced that the Council would continue the Executive Session, which would be extended until 9:29 p.m.

Council came out of the executive session at 9:28 p.m. and reconvened the regular meeting.

Mayor Severns noted no action would be taken regarding the real estate and potential litigation matters discussed.

ADJOURN

Motion: Motion by Councilmember Servatius to adjourn, second by Mayor Pro Tem Munns. Motion was approved by a unanimous vote, therefore the meeting adjourned at 9:29 p.m.

Certified by Julie Lindsey, City Clerk

Oak Harbor City Council
Special Meeting Minutes
July 14, 2020

Due to COVID-19, physical distancing and masks were required of attendees per WA Proclamation 20-28. The meeting was also available to view via YouTube or Channel 10

CALL TO ORDER

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

ROLL CALL

City Council Present: Videoconference

Mayor Robert Severns
Mayor Pro Tem Munns
Councilmember Tara Hizon
Councilmember Jeff Mack
Councilmember Joel Servatius
Councilmember Erica Wasinger
Councilmember Jim Woessner

Staff Present: Videoconference

City Administrator Blaine Oborn
Finance Director Patricia Soule
Public Works Director Cathy Rosen
Fire Chief Ray Merrill
Police Chief Kevin Dresker
Human Resources Director Emma House
Public Information Officer Sabrina Combs
City Clerk Julie Lindsey

Also in attendance: City Consulting Attorney Grant Weed of Weed, Graafstra & Associates

Mayor Severns noted that due to COVID-19, physical distancing and masks were required of attendees per WA Proclamation 20-28. The Council and members of the City staff were attending via videoconference. He thanked the community and City staff for their cooperation.

SPECIAL MEETING AGENDA

The Special Meeting agenda was approved as presented.

1. Resolution No, 20-21 Approving CARES Funding Selection Committee Awards

City Administrator Oborn reviewed the item and provided background information for the Council. He noted The City of Oak Harbor and Island County partnered to create the North Whidbey Island Small Business Relief grant program. The City received \$689,100 from CARES Act Funds for Local Governments in Washington State via an interagency agreement with the Department of Commerce, half of which it dedicated to the grant program. Island County received \$4,665,100 from the Department of Commerce, \$366,666 of which Commissioner Jill Johnson dedicated to the grant program. The County allocated \$33,333 of their commitment for the City's administration of the grant program. With \$344,550 from the City and \$333,333 from the County dedicated to the grants to businesses, the total award amount available was \$677,883.

Grant Selection Committee Commissioner Jill Johnson and Mayor Bob Severns appointed six members to a CARES Grant Selection Committee. City Councilmembers Erica Wasinger and Tara Hizon served

as liaisons to the Committee. Administrator Oborn reviewed the Committee process. The approval of Resolution 20-21 awards the CARES grant funding to the 69 businesses that qualified, for a total amount not to exceed \$588,453 in this first group and a list of those requirements met. A listing of recipients and grant amounts was provided. A second group of 14 applications are pending review. The City thanks Selection Committee Members for their service.

Darin Cook
Bill Larsen
Eric Marshall
Maria McGee
Wendy Shingleton
Ronnie Wright

Councilmembers Woessner and Wasinger provided their respective comments and announcements.

Motion: Councilmember Woessner moved to approve Resolution 20-21 approving the CARES Grant Selection Committee Awards to the 69 businesses that qualified for a total grant award amount not to exceed \$588,453. The motion was seconded by Mayor Pro Tem Munns. The motion passed 5-0 with Councilmember Servatius abstaining.

2. Review of Applicants for Vacated Councilmember Position Number 7.

City Administrator Oborn explained City Council Position Number 7 was vacated on May 15, 2020 with the resignation of Bill Larsen as he no longer resided within the city limits of the City of Oak Harbor. Per RCW 42.12.070, the City Council must fill the vacancy within 90 days, which is August 15, 2020. At their regular meeting of June 2, 2020, the Council approved the procedure for filling the vacancy, including the application form, process and schedule. The position vacancy was advertised in the legal section of the Whidbey News Times June 6, 13, 20, and 27 and on the City's website. The application deadline was July 6, 2020 at 4:30 p.m. Council scheduled this special meeting for July 14th to review all qualified applicants. 4 applications were received, all of which met the requirements of residency and being a registered voter within the city limits of Oak Harbor for at least one year.

From this review, Council will determine which applicants they wish to interview for filling Position Number 7 at their Regular Meeting of August 5, 2020.

City Consulting Attorney Weed concurred the appointee would fill the position until the certification of the November 2021 general election, at which time whomever was elected to the position would take office, citing as well RCW 29A.24.

Councilmembers Servatius, Woessner, Mack, Wasinger and Mayor Pro Tem Munns provided their respective comments and announcements.

It was the unanimous consensus of the Council to interview all four applicants at the August 5, 2020 regular meeting.

3. Human Resources – Recent Staffing Changes Update.

Human Resources Director House and City Administrator Oborn provided updates to recent staffing changes, with staff members moving on elsewhere, promotions from within and retirements.

Director House gave a detailed presentation on the Human Resources Department, COVID-19 restrictions and impacts on staff. She noted the City was continuing to work through changes as they develop. She explained the City's recruitment process, workforce planning and tools utilized, and reviewed recent staffing changes and positions they City is looking to fill. Director House included options presented in filling the role of departing Finance Director Soule.

Councilmembers Wasinger, Servatius, Mack, Woessner, Hizon and Mayor Pro Tem Munns provided their respective comments and announcements.

ADJOURN

Motion: Motion by Councilmember Wasingerto adjourn, second by Councilmember Woessner. Motion was approved by a unanimous vote, therefore the meeting adjourned at 7:09 p.m.

Certified by Julie Lindsey, City Clerk

Oak Harbor City Council
Workshop Meeting Minutes
July 22, 2020

CALL TO ORDER

Mayor Severns called the meeting to order at 5:00 p.m.

Due to COVID-19, there was NO physical meeting location per WA Proclamation 20-28. Meeting was viewable live via YouTube or Channel 10 and was telephonically available at (623)404-9000, Meeting ID:148 114 2291 (NOTE: Audio only, No Comments).

ROLL CALL

City Council Present: Videoconference

Mayor Robert Severns Mayor
Pro Tem Beth Munns
Councilmember Jeff Mack
Councilmember Joel Servatius
Councilmember Erica Wasinger

Staff Present: Videoconference

City Administrator Blaine Oborn
Finance Director Patricia Soule
Public Works Director Cathy Rosen
Interim Development Services Director Cac Kamak
City Engineer Jim Bridges
Associate Planner Ray Lindenburg
Project Engineer Brett Arvidson
Senior Planner Dennis Lefevre
Harbormaster Chris Sublet
Fire Chief Ray Merrill
Police Chief Kevin Dresker
Human Resources Director Emma House
City Administrator Assistant Lisa Felix
Public Information Officer Sabrina Combs
City Clerk Julie Lindsey

Also in attendance:

City Consulting Attorney Brett Vinson of Weed,
Graafstra & Associates
Chamber of Commerce Executive Director Vicki
Graham

MAYOR

Mayor Severns noted that due to COVID-19, there was no physical meeting location per WA Proclamation 20-18. The Council and members of City staff were participating via videoconferencing. Staff sitting in Council Chambers were all physically distanced at least six feet apart and were wearing masks. Mayor Severns noted he and City Administrator Oborn would remove their masks when speaking, as the City has received multiple comments that wearing the masks made hearing the speaker difficult. He noted as this was a workshop meeting, public comment was not normally taken. Guests included in staff presentations will be excused from the Ring Central Meeting at the conclusion of the agenda item as appropriate. Mayor Severns noted

updated COVID-19 information could be found on the City's website. He thanked the Council and City staff for their cooperation and professionalism, Mayor Severns also noted as directed by the Council, Council Workshop meetings would be returning to a 2:00 p.m. start time beginning August 26, 2020.

a. **PROCLAMATION: Shop Locally**

Mayor Severns noted the Chamber of Commerce joins with the City to encourage the community to shop and dine locally in support of business owners and employees. He introduced Public Information Officer Sabrina Combs who introduced and congratulated Vicki Graham, newly appointed Executive Director of the Greater Oak Harbor Chamber of Commerce to present the proclamation to shop locally and for all to "mask up" and support local retail sales and dining establishments in the City of Oak Harbor. The Chamber is partnering with the City and Mainstreet Association for open air dining in August.

ACTION ITEMS

a. **Authorizing the Mayor to sign a Professional Services Agreement (PSA) with Municipal Research Services Center (MRSC) for an Interim Finance Director/CPA Finance Consultant.**

Human Resources Director House noted with the resignation of Finance Director Soule, the Council had requested staff bring forward a PSA with MRSC for an interim finance director and CPA oversight. She reviewed the action item, it's scope of work, compensation and term and background credentials for consultant Mike Bailey. Director House explained the first review of candidates for the Finance Director position is scheduled for August 10, 2020. She noted Mayor Pro Tem Munns had requested a review and addition of two items to Mr. Bailey's contract or scope of work, and those revisions had been made.

Mayor Pro Tem Munns and Councilmembers Servatius and Mack provided their respective comments and questions.

Motion: Mayor Pro Tem Munns moved to Authorize the Mayor to sign a Professional Services Agreement (PSA) with Municipal Research Services Center (MRSC) for an Interim Finance Director/CPA Finance Consultant, as revised, seconded by Councilperson Wasinger. The vote on the item carried 4-0.

b. **ACTION ITEM: Enviroissues On-call Contract, Time Extension**

Public Works Director Rosen introduced Project Manager Arvidson who provided background information and reviewed the action item with Enviroissues for work involving the interpretative center and Phase 2 of Windjammer Park. With the onset of COVID-19, much of the public involvement work associated with this contract became impossible and the progress has been delayed. As the contract was set to expire, staff recommended extending the contract to such time as the activities could take place, potentially July of 2021.

Councilmember Servatius provided their respective comments and questions.

Motion: Councilmember Servatius moved to authorize the Mayor to sign the no cost contract extension to Consultant Agreement Amendment No. 2 for the Clean Water Facility Interpretive Center and Amendment No. 3 for Public Involvement Services related to Windjammer Park Phase 2 with Enviroissues, Inc. The motion was seconded by Mayor Pro Tem Munns. The vote on the item carried 4-0.

c. **ACTION ITEM: Interlocal Agreement: Island County, Transportation Benefit District Arterial Overlay – Change Order #1**

City Engineer Bridges reviewed and provided background information regarding the change order to add SE Bayshore Drive and Dock Street Improvements to the 2020 TBS/2020 Overlay Project. He noted Council had authorized staff to proceed with negotiations at the June 2, 2020 regular council meeting. The added cost for the Change order is \$202,415.00 and is still well

Councilmember Servatius provided comments and questions.

Motion: Councilmember Servatius moved to authorize the Mayor to approve Island County Public Works to accept Change Order #1 with Krieg Construction to add SE Bayshore Drive and Dock Street Improvements the 2020 TBS/2020 Overlay Project, seconded by Mayor Pro Tem Munns. The vote on the item carried 4-0.

DEVELOPMENT SERVICES

a. Hearing Examiner RFQ/RFP Process Update

Interim Development Services Director Kamak provided an update. The City's current contract with the Hearing Examiner ends in November. Staff has collected information from surrounding communities on how they use the Hearing Examiner services and on what types of contracts. Director Kamak reviewed options and noted staff would use this meeting's discussion in forming a future contract.

Mayor Pro Tem Munns and Councilmembers Mack, Servatius and Wasinger provided their respective comments and questions.

b. Central Business District (CBD) Code Review – Preparation for Moratorium

Interim Development Services Director Kamak and Associate Planner Lindenburg provided a presentation regarding the ongoing work to revise the CBD zoning code. Areas to be addressed in Article VIII include:

- 19.20.300 Purpose and intent
- 19.20.305 Principal permitted uses
- 19.20.310 Accessory permitted uses
- 19.20.315 Conditional uses permitted
- 19.20.320 Density provisions
- 19.20.325 Conditions governing permitted uses
- 19.20.330 Site plan and design review required

Included in the presentation were categorizations of minor and major retail sales and

minor and major retail services. The proposed updates to the Code will be reviewed with legal counsel.

Councilmembers Mack, Servatius, Wasinger and Mayor Pro Tem Munns provided their respective comments and questions.

c. Zoning Code Revisions: Building Height definition and Accessory Building Standards.

Associate Planner Lindenburg noted staff has identified sections within the Oak Harbor Municipal Code (OHMC) as targets for revision to allow either greater efficiency for users of the Code or to clarify language that may be confusing or contradictory. Two sections will be presented for potential revision: Accessory Building Standards (Sections 19.20.120 (10), 19.20.145 (10), 19.20.180 (10), 19.20.215 (10) for the R-1, R-2, R-3 and R-4 zone districts, respectively). And Building Height Definitions (Section 19.08.115). These were presented for review and discussion.

There were no additional comments or questions from the Council.

Staff will return with an ordinance for review at a future Council Meeting.

d. Plan Review Per Collection

Interim Development Services Director Kamak introduced a text amendment to discuss revisions to the Oak Harbor Municipal Code Section 17.05.030 (2) to consider a change when a plan review fee is collected. Currently, the fee is paid at the completion of the review. In some cases, approved plans are abandoned by the applicant and expire without the fee being collected. An option is to consider requiring the fee at the time of the application.

Councilmember Mack provided comments and questions.

ENGINEERING

a. Hillside PRD Proposal – Letter of Intent for Modeling

City Engineer Bridges updated the Council regarding negotiations on the Letter of Intent regarding the Hillside PRD.

Councilmember Mack provided comments and questions.

Staff will bring the matter to the Council at upcoming Council meeting.

MARINA

a. US Navy Request for Right of Entry – City of Oak Harbor Marina

Harbormaster Sublet reported the City has received a formal request from the U.S. Navy to allow them entry into the Oak Harbor Marian property for military training purposes.

The Navy included a Right of Entry Agreement which outlines the terms and conditions. The Agreement includes a termination clause should the City decide to terminate the agreement early. The Navy's training staff and operators will provide the Oak Harbor Police Department with 24 hours' notice prior to deploying trainees to the site for training. Harbormaster Sublet noted this training may help with Marina Security.

b. Authorization to Sell Three Vessels and the Contents of one Storage Shed for Non-Payment of Moorage and Storage Charges

Harbormaster Sublet reported the owners of three vessels and one storage shed listed in his attached documentation have not made payment and are past due. The vessels and storage shed contents appear to have been abandoned and have been secured by the Marina staff as provided for by Oak Harbor Municipal Code Section 6.36.040(1). The 90-day waiting period since the securing of the vessels and shed has now elapsed and an item will be brought forward for authorization to conduct an auction of those vessels and the contents of the shed at the August 5, 2020 regular meeting.

Harbormaster Sublet also reported on a recent derelict vessel.

Mayor Pro Tem Munns provided comments and questions.

FINANCE

a. COVID-19 Revenue Impacts

Finance Director Soule presented impacts to revenue based on April State Shared Revenue, May County Shared Revenue and City Revenue for June. She reported General Fund Revenues were down 3.54% and all accounts collectively were down 11.98% overall with construction and travel and entertainment down, and retail/wholesale trade up. She spoke to the presumed impacts of COVID-19 and recommended keeping a watch on sales tax revenues over the coming 90 days as an economic indicator.

Councilmembers Mack, Servatius, Wasinger and Mayor Pro Tem Munns provided their respective comments and questions and thanked Director Soule for her service to the City of Oak Harbor.

FIRE DEPARTMENT

a. Fire Department 2019 Annual Report.

Fire Chief Merrill provided the 2019 Annual Report. The Report was delayed due to COVID-19 and its consideration as non-essential business. The Report highlighted 1,419 calls for service in 2019. Of these, 53 were fire calls, 781 were medical calls, 54 were hazardous conditions calls, 590 were EMS calls, 211 were service calls, 230 were false alarms and 89 were calls with good intent. Call volumes have increased 21% over the past five years.

1,604 course hours were offered to employees who spent 5,523 hours in training, including 26 employee certifications. The Fire Department provided public education via

15 CPR/First Aid Class Sessions and certified 200 citizens in CPR.

The total cost of fire caused loss was \$26,500 and \$1,218,000 in property value was saved. The Department investigated 14 fires and issued 48 permits. 982 businesses were inspected for safety, 24 new occupancy inspections were conducted, and 1,130 violations were corrected.

Chief Merrill also drew attention to years of service within the Fire Department and the need for succession planning. He thanked Fire Department Administrative Assistant Braunstein for her assistance in creating the annual report.

Mayor Pro Tem Munns and Councilmembers Servatius and Mack provided their respective comments and questions.

ADMINISTRATION

a. City Administrator Report

City Administrator Oborn provided a report with the following items highlighted:

- Arts Commission
- Oak Harbor Main Street Association
- Economic Development

Highlights from departmental reports included:

- COVID-19
- CARES Grant Funding
- Whidbey Island Marathon
- Information Technology Evaluation
- Joint Planning with Island County
- Human Resources – interviews underway for Development Director and Finance director positions

Mayor Pro Tem Munns provided comments and questions.

CITY COUNCIL

Councilmember Mack and Mayor Pro Tem Munns provided additional comments concerning the challenge of meetings within COVID-19 guidelines and reiterating thanks to out-going Director Soule.

ADJOURN

There being no further reports or discussions, Mayor Severns adjourned the workshop meeting at 7:55 p.m.

Certified by Julie Lindsey, City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.c.
Date: August 5, 2020
Subject: Arts Commission: Appointment
of Lowell Sipes to Position 4

FROM: Administration

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

Confirm Lowell Sipe's appointment to the Arts Commission, Position 4, beginning August 5, 2020 and ending August 1, 2024.

BACKGROUND / SUMMARY INFORMATION

Lowell Sipes currently serves as the Alternate Member, and will be succeeding K.C. Pohtilla, who served four terms on the Arts Commission, since 2006.

LEGAL AUTHORITY

OHMC Chapter 2.29 Oak Harbor Arts Commission

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Biography Form - Lowell Sipes](#)



**Boards and Commissions
Biography Form**

Board Appointment for (name of board): Arts Commission

Name: Lowell Sipes Date: 12/10/19

Address: 1675 SE 9th Ave. #302

City, State, Zip: Oak Harbor, WA 98277

Phone Number: [REDACTED] Email Address: [REDACTED]@.com

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

Resident in Oak Harbor City Limits? If yes, how long? Since March '19

Occupation and Place of Employment:
(if retired, reference previous occupation(s)) Art Teacher, North Whidbey Middle School 2012 - present
Artist - whidbeydarkwatersstudio.com

Local Group or Civic Affiliations:
upcoming collaboration with Lions Club - wall art

Special Qualifications or Interests: Curatorial work; small art studio business owner; local muralist and artist-freelance work for events & businesses including: Whidbey Island Race Week; Hanked Ft. Casey; Gremor; Oak Harbor Music Festival

Education and Other General Comments:
MAFA - Visual Arts & Art History double major
MA - Curriculum & Instruction
BA - Art History, Theory & Criticism
*researching EdD programs - art education

Please bring or send to the Mayor's Assistant at City Hall demery@oakharbor.org

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

Bill No. 4.d.
Date: August 5, 2020
Subject: Planning Commission
Appointment of Eric Marshall,
Position 6

FROM: Administration

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

Confirmation of the Mayoral Appointment of Eric Marshall to the Planning Commission, Position 6. Term of service July 2020 - July 2023.

BACKGROUND / SUMMARY INFORMATION

Planning Commission member Hal Hovey has completed his term and tendered his resignation from the Commission The City thanks Mr. Hovey for his years of service.

Oak Harbor Municipal Code 18.04.015 states, "The planning commission shall consist of seven members, appointed by the mayor, subject to approval of the city council. Not less than four members shall be residents of Oak Harbor, and the other three may be owners of businesses or owners of property within the city." (Ord,1815, 2017).

LEGAL AUTHORITY

OHMC 18.04.015

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.e.
Date: August 5, 2020
Subject: Kubota Mower Replacement

FROM: Cathy Rosen, Public Works Director

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

A motion authorizing staff to purchase one (1) Toro mower from Turf Star Western using US Communities contract number 2017025 in the amount of \$32,727.26.

BACKGROUND / SUMMARY INFORMATION

The 2019-2020 biennial budgets include the replacement of a 2004 Kubota mower. The 2004 Kubota mower is used every day during the mowing season, which is April-November. This mower is necessary to mow all City parks including, but not limited to Windjammer, Ft. Nugent Park, Heritage Way and the ball fields.

The 2004 Kubota has met the criteria for replacement; therefore, staff is recommending that it be replaced. Staff has reviewed our current needs and has looked at a variety of mowers. They have determined that the Toro mower will meet the City's current and future needs.

The proposed replacement mower is on the US Communities contract number 2017025; therefore, the formal bidding has been taken care of on our behalf. The City has been a member of this cooperative purchasing organization for public sector procurement since 2005. They utilize a 21.8% discount off Toro's current year MSRP.

Funds are available in the Equipment Rental replacement fund to cover the cost of the new mower.

DESCRIPTION	BUDGETED AMOUNT	DESCRIPTION	TOTAL COST	BUDGET SAVINGS
2004 Kubota Mower	\$50,000	2020 Toro Mower	\$32,727.26	\$17,272.74

LEGAL AUTHORITY

OHMC 2.320.100 "Cooperative Purchasing"

FISCAL IMPACT

Funds Required: _____ \$32,727.26 _____

Appropriation Source: _____ 502.10.594.018.6400 _____

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Toro Company Pricing-Contract number 2017025](#)
2. [Turf Star Quote](#)

Toro Company Pricing

The award provides discount off Toro's current year MSRP on the following Toro equipment:

- Commercial Sports Fields, Grounds and Golf Course Maintenance Equipment **21.8% off** current year MSRP
- Related Equipment Parts up to **50% off**
- Used Equipment dependent on age, hours and condition
- Golf Irrigation Wholegoods, Accessories and Attachments **40% off**
- Residential Commercial (ResCom) Irrigation Wholegoods, Attachments and Accessories **40% off**
- Irritrol Irrigation Wholegoods, Attachments and Accessories **40% off**
- Rainmaster Irrigation Wholegoods, Attachments and Accessories **17%-30% off**
- Sentinel Irrigation Wholegoods **30% off**
- Residential Landscape Contractor Equipment (LCE) Wholegoods, Attachments and Accessories **27% off**
- Residential Landscape Contractor SNOW Equipment (LCE SNOW) and Attachments **20% off**
- Site Works Systems (SWS) Equipment Wholegoods, Attachments and Accessories **17% off**
- Boss Equipment, Attachments and Accessories **25% off**
- Ventrac Wholegoods, Attachments and Accessories **12% off**
- Allied Products Provided by Third Party not to exceed list price

Smart Value Program:

In addition to the discount off of Toro's Commercial list price, this agreement offers the Smart Value Program, a volume incentive program. This program provides the customer with a level of dollars available to be used to purchase additional whole goods, accessories, attachments, parts or extended warranty based on the volume of purchase.

For additional information, contact your local Toro Commercial distributor. To find your local distributor, [click here](#).



Date: July 7, 2020

Quotation for City of Oak Harbor

Quote No:8059321-00

Prepared For:	Quote No:	8059321-00
City of Oak Harbor	iQuote No:	50170
,	Sales Person:	Shawn Frisbee shawn.frisbee@turfstar.com 206-501-7248

*National IPA Pricing: Contract 2017025, IPA Membership required.
City of Oak Harbor account number 1040409*

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-ProLine H800 Rotary Mower-Stage V	1	\$29,902.87	\$29,902.87	\$2,601.55	\$32,504.42
020-Freight/Shipping	1	\$205.00	\$205.00	\$17.84	\$222.84
Totals:			\$30,107.87	\$2,619.39	\$32,727.26



ProLine H800

DIRECT COLLECT MOWER WITH HIGH-LIFT DUMP

FEATURES

- Yanmar® 24.7 hp (18.4 kW) diesel engine
- Permanent hydrostatic CrossTrax® 4WD
- Maximum ground speed 9.3 mph (0-15km/h)
- Compact & maneuverable design: 57" (1.45 m) maximum width
- Exclusive Smart Airflow direct collection system
- High capacity cutting deck: 4.5" (114mm) deep, 50" (1.3 m) cutting/collection width
- Fixed and floating deck settings (from seat)
- 0.8"-4.3" (20-109mm) electric height of cut adjustment switch (from seat)
- Adjustable full hopper sensor with automatic deck shut off
- Automatic electric-powered grass/material distributor
- Huge 1 cubic yard / 214 gallon (810 liter) vented hopper
- High-lift dump system, maximum height 77" (1.95 m)
- Automatic Diff-Lock engagement on slopes
- Tool-free swing-out radiator and fuel tank
- Tilt-up deck w/46-degree angle
- Flashing beacon, work lights, road lights w/brakes and adjustable

Superior & Faster Collection Performance.

The Toro ProLine H800 direct collect rotary mower with high-lift dump mechanism was engineered for unmatched collection performance and lowest total cost of operation and ownership. Featuring a powerful Yanmar® 24.7 hp (18.4 kW) diesel engine; fast groundspeed up to 9.3 mph (15km/h); our innovative Smart Airflow direct collection design; and 77" (1.95 m) high-lift system that dumps clippings directly into truck beds or trailers, and you can quickly see the ProLine H800 has no equal when comparing overall collection performance and productivity. The ProLine H800 also runs longer without stopping, due to its large 10.8-gallon (41 liter) fuel tank, automatic deck cleaning wipers that prevent the chute from plugging, and innovative sensor technology that automatically shuts off the mowing deck when the hopper is filled. Packed with productivity enhancing features, the ProLine H800 can mow, collect and dispose of up to 3 acres (12,000 m) of material per hour!



Call your Toro distributor at 800-803-8676

ProLine H-800 Specifications^{*}

PROLINE H800, MODEL 31050TE	
ENGINE	Yanmar, 3-cylinder, liquid-cooled, diesel. Rated Power 24.7 hp (18.4 kW) @ 3000 rpm, Gross Power 24.7 hp (18.4 kW) @ 3000 rpm. High idle: 3200 rpm. Displacement: 1.266 liter. Remote mounted 5" (12.7cm) Virgis air filter.
FUEL CAPACITY	10.8 gallons (41 liters) diesel
TRACTION DRIVE	Engine-mounted hydrostatic transmission powering four hydraulic wheel motors providing dual-diagonal full-time all-wheel drive.
TIRES	Front: 23 x 10.5-12 turf tires. Rear: 18 x 7.5-8 turf tires.
AIR CLEANER	Dry, replaceable primary and safety element.
INSTRUMENTATION	Indicators: glow indicator, battery discharge, low engine oil pressure, blocked air cleaner, grass collector raised, parking brake on, work light on, headlight on, hazard light on. Gauges: hour meter/service indicator, engine temperature gauge, fuel tank level gauge with low level lamp.
CONTROLS	Ignition switch, throttle lever, single foot-operated traction pedal, service brake with parking brake latch, switch for adjusting the height of cut.
GROUND SPEED	Transport & Mowing: 0-9.3 mph (0-15 km/h), continuously variable. Reverse: 6.2 mph (0-10km/hr)
RADIATOR	Smart Cool [®] . Electric with automatic or manual reversing for cleaning.
MAIN FRAME	All welded formed-steel frame
BRAKES	Service brake: Traction pedal provides dynamic braking through hydrostatic transmission. Parking brake: Foot pedal actuates drum brakes on front wheels. Foot operated lock retains pedal in actuated position.
STEERING	Rear axle with hydraulic steering. Adjustable tilt steering wheel with 2 2/3 turns lock to lock.
ELECTRICAL	55A alternator with P terminal. Battery: 12V, 55B24
INTERLOCKS	Prevents engine from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat with deck engaged, engine stops. If operator leaves the seat with the unit out of neutral, engine stops. Engine stops if parking brake is engaged and traction pedal not in neutral.
SEAT	Low profile mechanical suspension, retractable seat belt
LIGHTS	Work and road lights standard
HYDRAULICS/COOLING	2.5 gallon (9.5 liter) capacity, fan-cooled oil cooler, high pressure cartridge filter
PTO CLUTCH	Belt-driven, Ogura electromagnetic clutch, with magnetic blade brake, powering drive shaft to gearbox on deck. Deck shuts off automatically when grass collector is full.
ROLLOVER PROTECTION	2-post standard foldable ROPS, meets ISO 21299
SAFETY	EN ISO 5395 (CE), ANSI B71.4-2017
CERTIFICATION	Certified to meet the CE Machinery Directive 2006/42/EC. Certified to meet Electromagnetic Compatibility Directive 2014/30/EU, Physical Agents Directive (Vibration) 2002/44/EC, Outdoor Noise Directive 2000/14/EC, and Battery Directive 2000/66/EC. Meets emissions regulations EU Stage V. Reg. Compliance Mark (RCM) AS NZS CISPR 12:2009, Canadian EMC ICES-002, EAC
WARRANTY	Two-year limited warranty. Refer to the operator's manual for further details.
CUTTING DECK	
WIDTH OF CUT	50" (1.3 m)
HEIGHT OF CUT	0.8-4.3" (20-109mm). Infinitely variable, hydraulically-adjusted, remotely controlled from operator's station
DECK CONSTRUCTION	Formed and welded deck with front bull-nose bumper.
DISCHARGE	Direct grass collection.
SPINDLE ASSEMBLY	1" (25mm) diameter spindles mounted in two greaseable bearings.
CUTTER DRIVE	PTO driven gearbox with spiral bevel gears, "B" section belt drive to all spindles.
BLADES	Front: heat-treated steel; Counter-rotating: Two heat-treated blade segments per spindle, bolted to integral fan disc
BLADE TIP SPEED	80.7 m/s (15,900 ft/min) +/- 2% at 3,210 engine RPM
DECK SUSPENSION	Two caster wheels in front, lift arm links in rear
CASTOR WHEELS	Two, smooth, semi-pneumatic 9.00x3.50-4
BELT IDLER	Adjustable, spring-loaded idler
DECK SKID	Replaceable, bolt-on, non-marking UHMW skid on both sides.
DECK ANTI-SCALP ROLLERS	Front nose roller and two rear side rollers
DECK COVERS	Molded plastic with 1/4 turn fasteners and retention bolt
CUTTING DECK DEPTH	4.5" (114mm)
CERTIFICATION	European standard per EN ISO 5395, ANSI B71.4-2017, CE approved.
MOWING RATE	Mow up to 3 acres (12,000 m ²) per hour

^{*}Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.





ProLine H-800 Specifications continued

COLLECTION SYSTEM	
VOLUME	1 cubic yard / 214 gallons (810 liter)
GRASS DISTRIBUTOR	Automatic electric-powered grass distributor for level filling
FULL COLLECTOR SENSOR	Adjustable sensor detects when collector is full and disengages deck
ENGINEERED VENT	Air vent system is engineered to retain and pack clippings with minimal dust or debris discharge
CONTROLS	Separate hydraulic lift and hydraulic tip to dump. Rear door opens automatically when tipping
MAXIMUM DUMP HEIGHT	77" (1.95 m) with 12" (.3 m) overhang
DIMENSIONS & WEIGHT WITH CUTTING DECK	
HEIGHT	ROPS up 81.5" (2.07 m); ROPS down 65.4" (1.66 m)
OVERALL LENGTH	114.6" (2.91 m)
OVERALL WIDTH	57" (1.45 m)
WHEELBASE	46.9" (1.19 m)
EST. SHIPPING WEIGHT	With Cutting Deck 2,160 lbs (980kg), without Cutting Deck 1,786 lbs (810kg)

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.



City of Oak Harbor
City Council Agenda Bill

Bill No. 4.f.
Date: August 5, 2020
Subject: Professional Services
Agreement: Videography
Technical Support, Amendment
Number Two, with Tim Shelley,
Jr.

FROM: Sabrina Combs, Public Information Officer

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 authorize the Mayor to sign Amendment Number Two of the Professional Services Agreement with Tim Shelley, Jr. for videography technical support services for City meetings/functions.

BACKGROUND / SUMMARY INFORMATION

A Professional Services Agreement was approved by City Council and executed on September 4, 2018 and expired September 5, 2019. Amendment Number 1 to that Agreement to include a cost of living adjustment and extend the contract term to September 5, 2020 was executed on September 6, 2018.

Amendment Number Two is extending the terms of the Agreement to September 5, 2021 and reflects a 2% cost of living adjustment in hourly compensation. The technology support compensation will increase from \$39.78 per hour to \$40.58 per hour and weekend troubleshooting compensation will increase from \$49.98 to \$50.98.

Tim Shelley, Jr. has rendered quality videos for the City Council and Planning Commission and is competent with handling the City's recording equipment. Administration feels that Tim Shelley, Jr. is the best candidate to fulfill this position.

LEGAL AUTHORITY

OHMC 2.390.020

FISCAL IMPACT

Amendment No. 2 includes a 2% cost of living adjustment in compensation and continues to reimburse Mr. Shelley for the cost of commercial liability insurance.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Professional Services Agreement Contract with Tim Shelley, Jr. for Videographer Services, Amendment Number 2](#)
2. [Professional Services Agreement Contract with Tim Shelley, Jr. for Videographer Services](#)
3. [Professional Services Agreement Contract with Tim Shelley, Jr. for Videographer Services](#)
4. [Professional Services Agreement: Time Shelley, Jr. Amendment Number One](#)

Consultant Agreement Amendment Number		2	
Original Agreement Title		Professional Services Agreement between City of Oak Harbor and Tim Shelley Jr. for contractor services	
Project Number	N/A	Project Title	N/A
Execution Date	September 4, 2018	Completion Date (Prior)	September 5, 2019
Amend #1 Execution Date	September 6, 2018	Amend #1 Completion Date (Prior)	September 5, 2020
Amend #2 Execution Date	August 5, 2020	Amend #2 Completion Date	September 5, 2021
Existing Maximum Amount Payable	\$39.78 per hour and \$49.98 per hour	New Maximum Amount Payable	\$40.58 per hour and \$50.98 per hour

Organization Address	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239	Organization Phone Number	360-279-4500
Consultant Address	Tim Shelley Jr. 1315 Crosby Road Oak Harbor, WA 98277	Consultant Phone Number	360-914-1518

Description of work

Provide videography technical support services for City meetings/functions.

Amendment

The City of Oak Harbor desires to supplement the agreement entered into with Tim Shelley, Jr., executed on September 4, 2018 and identified as Professional Services Agreement between City of Oak Harbor and Tim Shelley, Jr. for contractor services. That agreement was subsequently amended (Amendment Number 1, attached) two days later on September 6, 2018 to include a cost of living increase and extending the contract date to September 5, 2020. This would serve as Amendment Number 2.

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.

ARTICLE II. SCOPE OF SERVICES

Exhibit A. Amendment Number 1 reflected a 2% cost of living adjustment in hourly compensation. Amendment Number 2 reflects an additional 2% cost of living adjustment. Therefore, Exhibit A, Scope of Services is amended to read, "For these services, Contractor shall be compensated at the rate of \$40.58 per hour, quarter hour increments, and with one hour minimum for technology support...If troubleshooting services are requested on weekends (defined as the period between Friday starting at

6:00 p.m. through Monday ending at 8:00 a.m.), the compensation rate is set at \$50.98 per hour, with one hour minimum paid.”

Payment shall be made in accordance with the terms and conditions described in the original contract.

ARTICLE III. OBLIGATION OF THE CONTRACTOR

Section three (3) Term. Completion date is amended to extend one year to September 5, 2021.

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

DATED this ____ day of August 2020.

CITY OF OAK HARBOR

TIM SHELLEY, JR.

By _____
Robert Severns, Mayor

By _____
Tim Shelley, Jr.

Approved as to form:

Anna Thompson, Interim City Attorney

Attest:

Consultant Agreement Amendment Number <u> 1 </u>	Organization and Address	
Original Agreement Title: Professional Services Agreement between City of Oak Harbor and Tim Shelley Jr.	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 Phone: 360-279-4538	
Project Number: N/A	Execution Date 09/06/2018	Completion Date (Prior) 09/05/2019
Project Title: Technical Support for Videography	New Maximum Amount Payable: \$39.78 per hour	
Description of Work: Provide videography technical support services for City meetings/functions.		

The City of Oak Harbor desires to supplement the agreement entered into with Time Shelley Jr., executed on September 06, 2018 and identified as Professional Services Agreement for Contractor Services: Videography Technical Support.

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:

ARTICLE II. Scope of Services:

Exhibit A. *Amendment reflects a 2% cost of living adjustment in hourly compensation. Exhibit A, Scope of Services is amended to read "For these services, Contractor shall be compensated at the rate of \$39.78 per hour, quarter hour increments, and with one hour minimum for technology support...If troubleshooting services are requested on weekends (defined as the period between Friday starting at 6:00 p.m. through Monday ending at 8:00 a.m.), the compensation rate is set at \$49.98 per hour, with one hour minimum paid."*

Payment shall be made in accordance with the terms and conditions described in the original contract.

ARTICLE III. Obligation of the Contractor:

Section (3) Term. *Completion date is amended to extend one year to September 05, 2020.*

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

DATED this 3rd day of September 2019.

CITY OF OAK HARBOR

Tim Shelley Jr.

By: Beth M. Munns

By: _____

Robert Severs, Mayor
Robert Severs, Mayor

Tim Shelley Jr.
Tim Shelley Jr.

Approved as to form:

Nikki Esparza
Nikki Esparza, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND TIM SHELLEY JR.
FOR CONTRACTOR SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation ("City"), and TIM SHELLEY JR., a Washington Sole Proprietor ("Contractor").

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 Contractor services regarding technical support for videography as described in Article II. The general terms and conditions of the relationship between the City and the Contractor 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 Contractor unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Contractor's profession.

ARTICLE III. OBLIGATIONS OF THE CONTRACTOR

- (1) Minor Changes in Scope. The Contractor 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 Contractor 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 Contractor 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 Contractor to the City, and upon completion of the work shall become the property of the City, except that the Contractor may retain one copy of the work product and documents for its records. The Contractor will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Contractor 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 Contractor, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Contractor 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.

Contractor 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 Contractor.

- (3) Term. The term of this Agreement shall commence on **September 6, 2018** and shall terminate at midnight, **September 5, 2019**. The parties may extend the term of this Agreement by written mutual agreement.
- (4) Nonassignable. The services to be provided by the Contractor shall not be assigned or subcontracted without the express written consent of the City.
- (5) Employment. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall be considered employees of the Contractor 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 Contractor or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Contractor.
- (6) Indemnification/Hold Harmless. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to

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

- a. Insurance Term. The Contractor 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 Contractor, its agents, representatives, or employees.
- b. No Limitation. The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor 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 Contractor shall obtain insurance of the types and coverage described below:
 - i. 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 Contractor'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.
 - ii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - iii. Professional Liability insurance appropriate to the Contractor's profession.
- d. Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:
 - i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - ii. 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 Contractor'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 Contractor'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 Contractor 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 Contractor before commencement of the work.
 - h. Notice of Cancellation. The Contractor 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 Contractor 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 Contractor 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 Contractor from the City.
 - j. City Full Availability of Contractor Limits. If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor 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 Contractor.
- (7) Discrimination Prohibited and Compliance with Equal Opportunity Legislation. The Contractor agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Contractor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Contractor 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 Contractor agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.
- (9) Legal Relations. The Contractor shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Contractor 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 Contractor and the City understand and expressly agree that the Contractor is an independent contractor in the performance of each and every part of this Agreement. The Contractor 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 Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Contractor shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.
 - b. The Contractor 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 Contractor 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 Contractor performs hereunder.
 - d. Prior to commencement of work, the Contractor shall obtain a business license from the City.
- (11) Conflicts of Interest. The Contractor agrees to and shall notify the City of any potential conflicts of interest in Contractor'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 Contractor 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/SubContractors.

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

(1) Payments.

- a. The Contractor shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section and **Exhibit A**. In no event shall the compensation paid to Contractor under this Agreement exceed the amounts listed in **Exhibit A** without the written agreement of the Contractor and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment, insurance required in contract, 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 Contractor a mutually agreed amount.

- b. The Contractor 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 Contractor shall maintain time and expense records and provide them to the City upon request.

- c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

- (2) City Approval. Notwithstanding the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor 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:

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

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

**TIM SHELLEY JR.
1315 CROSBY ROAD
OAK HARBOR, WA 98277**

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 Contractor.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Contractor 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 4th day of September, 2018.

CITY OF OAK HARBOR

TIM SHELLEY JR.

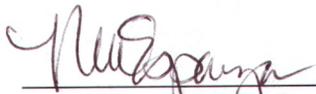
By 

 Robert Severns, Mayor

By 

 Tim Shelley Jr., Sole Proprietor

Approved as to form:



 Nikki Esparza, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Tim Shelley, Sole Proprietor

Contractor shall provide professional videography and staging services, along with specialized equipment, as requested by the city of Oak Harbor, including, but not necessarily limited to, the following:

1. Operator video and audio equipment at regular and special Oak Harbor City Council meetings in the City Hall Council Chambers;
2. Operate video and audio equipment at regular meetings of the Oak Harbor Planning Commission in the City Hall Council Chambers;
3. Operate video and audio equipment in support of special productions on issues of City business, including remote locations;
4. Upload and schedule programming to Channel 10 and, as requested, arrange live web streaming of City productions;
5. Provide troubleshooting services of Channel 10 programming playout during City business hours or when otherwise scheduled for support of City business;
6. Consultation as needed with City officials on equipment purchases related to the delivery of videography services;
7. Provide videography services at the same rate as the original Agreement on other projects as needed, once a specific scope of work and time has been agreed to by the Contractor and Department he is doing the work for. The Department will identify what funds will be used to pay for this service and that will be noted before the work is performed. The signed scope of work will be turned into the City Clerk to be included in the contract folder.

For these services, Contractor shall be compensated at the rate of \$39.00 per hour, quarter hour increments, and with one hour minimum for technology support. Contractor may also seek reimbursement for rental of specialized equipment not otherwise available to the City. The rate for equipment rental shall not exceed \$1,000 per month unless approved by the City Administrator.

If troubleshooting services of Channel 10 programming playout are requested on weekends (defined as the period between Friday starting at 6:00 p.m. through Monday ending at 8:00 a.m.), the compensation rate is set at \$49.00 per hour, with one hour minimum paid.

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN
TIM SHELLEY AND THE CITY OF OAK HARBOR
FOR VIDEOGRAPHY AND STAGING SERVICES**

THIS CONTRACT AMENDMENT is between the CITY OF OAK HARBOR, a Washington State Municipal Corporation, hereinafter referred to as the “City”, and TIM SHELLEY, hereinafter referred to as the “Consultant”.

WHEREAS, the City and the Consultant most recently entered into a Professional Services Agreement for videography and staging services that took effect on September 6, 2017; and

WHEREAS, the Agreement provides for audio and video services for Council meetings, Planning Commission meetings and special productions on issues related to City business at a rate of Thirty-five Dollars (\$35.00) per hour; and

WHEREAS, Article III of the Agreement contains a provision relating to extra work and indicates that work outside of the original scope will be specified in a written supplemental agreement; and

WHEREAS, the Waste Water Department has a need to record certain trainings for future reference and use; and

WHEREAS, the Oak Harbor Police Department has a need to produce a short video to be used for recruitment purposes; and

WHEREAS, other City Departments may on occasion have a need for videography services; and

WHEREAS, Consultant is amenable to providing additional videography services; and

WHEREAS, the Parties now wish to supplement the Agreement to add additional services.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

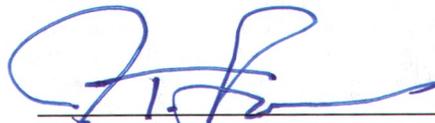
1. In addition to the original Scope of Services, Consultant shall provide videography services at the same rate as the original Agreement on other projects as needed, once a specific scope of work and time has been agreed to by the Consultant and Department he is doing the work for. The Department will identify what funds will be used to pay for this service and that will be noted before the work is performed. The signed scope of work will be turned into the City Clerk to be included in the contract folder.
2. All other provisions remain in full force and effect.

EXECUTED this 15th day of May, 2018.



Tim Shelley, Consultant

EXECUTED this 15th day of May, 2018, for the CITY OF OAK HARBOR.



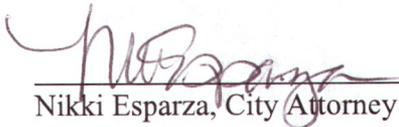
Robert Severns, Mayor

ATTEST:



Carla Brown, City Clerk

APPROVED AS TO FORM:



Nikki Esparza, City Attorney

L:\LGLG\2017 Civil\2017 Contracts\1st Amend Tim Shelley PSA(2).docx

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

Bill No. 4.g.
Date: August 5, 2020
Subject: Resolution 20-22: Authorization to sell three (3) vessels and contents of one shed for non-payment of moorage and storage charges

FROM: Chris Sublet, Marina Harbor Master

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

A motion approving Resolution No. 20-22 authorizing the sale of three vessels and one storage shed contents in order to collect unpaid moorage and storage charges.

BACKGROUND / SUMMARY INFORMATION

The owners of the following three vessels and one storage shed have not made payment and the accounts are now past due. As a result of this non-payment, the vessels and the storage shed have been secured by Marina staff as provided for by OHMC Section 6.36.040(1). After securing the vessels and storage shed, the City must wait for 90 days before seeking authorization to sell the vessels and storage shed contents as provided for by OHMC Section 6.36.040(5). The 90-day waiting period has now elapsed.

Owners	Location Item(s)	Current Amount Owed	Delinquent Account Letter Sent On	Vessel/Shed Secured Letter Sent On	Vessel/Trailer Secured On	City Council Action Notice Sent On	Mayor & City Council Memo Sent On
Bill Foster (Attachment 1)	D-29	\$2,908.57	06/06/2019	12/17/2019	12/17/2019	07/02/2020	07/06/2020
Cynthia Killgore (Attachment 2)	D-80	\$854.87	2/12/2020	02/18/2020	02/18/2020	07/02/2020	07/06/2020
Rodney Budler (Attachment 3)	C-15	\$5,518.79	12/03/2019	12/17/2019	12/17/2019	07/02/2020	07/06/2020
Maria Litrenta (Attachment 4)	Shed DS1-20	\$1,176.30	03/11/2020	06/06/2020	06/06/2020	07/02/2020	07/06/2020

The next step in the process requires City Council authorization for the Harbormaster to conduct an auction for sale of the vessels and storage shed contents. Resolution No. 20-22 directing the Harbormaster to take this action is included as Attachment 5.

LEGAL AUTHORITY

RCW’s 53.08.320 and 19.050.060 and Oak Harbor Municipal Code Section 6.36.040 authorize the City to secure vessels and storage sheds for non-payment of charges. Following proper notice to the owner, 90 additional days without payment and subsequent City Council action, the Marina is authorized to conduct a sale of the vessels and storage shed contents to recover its costs.

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This agenda item was discussed at the July 22, 2020 City Council workshop.

ATTACHMENTS

1. [Resolution No. 20-22](#)
2. [1. Bill Foster](#)
3. [2. Cynthia Killgore](#)
4. [3. Rodney Budler](#)
5. [4. Maria Litrenta](#)

RESOLUTION No. 20-22

A RESOLUTION AUTHORIZING THE SALE OF THREE VESSELS AND THE CONTENTS OF ONE STORAGE SHED FOR NON-PAYMENT OF MOORAGE AND STORAGE CHARGES

WHEREAS, the City of Oak Harbor Marina rents moorage slips; and

WHEREAS, the City of Oak Harbor Marina rents storage sheds; and

WHEREAS, the rent for the moorage slips is dependent on the length of the boat or slip whichever is greater per month; and

WHEREAS, the rent for the storage sheds is \$143.01 per month; and

WHEREAS, the moorage slips were rented, and a contract was signed by the tenants; and

WHEREAS, the storage shed was rented and a contract was signed by the tenant; and

WHEREAS, the tenants stopped paying rent on the moorage slips and storage shed; and

WHEREAS, the City of Oak Harbor Marina has followed RCW 53.08.320 to notify the moorage slip tenants; and

WHEREAS, the City of Oak Harbor Marina has followed RCW 19.150.040 to notify the storage shed tenant; and

WHEREAS, the City of Oak Harbor Marina can now auction off the vessels in the moorage slips and the contents of the storage shed for the delinquent rent; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oak Harbor does hereby authorize the auction of the vessels in moorage slips C-15, D-29 and D-80 and the contents for storage shed DS1-20.

PASSED by the City Council and approved by its Mayor this 5th day of August, 2020.

CITY OF OAK HARBOR

Robert Severns, Mayor

Attest:

Julie Lindsey, City Clerk

Approved as to Form:

Anna Thompson, Interim City Attorney



December 17, 2019

**FIRST CLASS AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Bill Foster
1020 Burchell Rd
Coupeville, WA 98239

Re: Past Due Moorage - - Oak Harbor Marina
Account No. 6888 Slip # D-29
Vessel – THE SEA DEUCE/ WN6962G

Dear Mr. Foster:

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

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

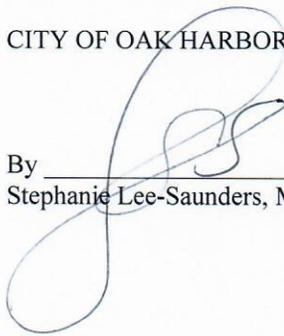
The amount owing to date is \$754.42. Failure to pay this amount *in full* or to commence legal proceedings for the return of your vessel within ninety (90) days of the above-stated date may result in your vessel being offered for sale at public auction.

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

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

Yours truly,

CITY OF OAK HARBOR

By 
Stephanie Lee-Saunders, Marina Operations Specialist

NOTICE

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

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

CITY OF OAK HARBOR

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

VESSEL ID THE SEA DEUCE
SLIP / LOCATION D-29
ATTACHED:DATE 12/17/2019 TIME 10 am

BY: Chris Sublet
Representative, City of Oak Harbor

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



June 23

9171 9690 0935 0246 8943 85

Bill Foster
1020 Burchell Rd
Coupeville WA , 98239

Date: 06/06/20

MARINA ACCOUNT PAST DUE

Re: Past Due Moorage - - Oak Harbor Marina
Account No. 6888 Slip # WN6962G The Sea Deuce

Dear Bill :

This account is more than sixty (60) days past due. A 60 day service/late fee charge of \$47.74 plus the monthly 5% late charge will be added to your account. The amount owed as of 06/06/20 is \$2,808.55.

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

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

We hope this will not be necessary.

Stephanie Lee-Saunders

Marina Operations Specialist
Office (360) 279-4575
865 SE Barrington Dr.
Oak Harbor, WA 98277
slee@oakharbor.org



Marina

9171 9690 0935 0246 8945 21

July 2, 2020

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Bill Foster
1020 Burchell Rd
Coupeville, WA 98239

Re: Vessel ID: WN6962G
Vessel Name: The Sea Duce

Dear Mr. Foster:

A City Council workshop has been scheduled for, July 22, 2020 followed by a City Council meeting on August 5, 2020, so that the City Council can consider selling the above-referenced boat at public auction to recover "Marina charges".

Very truly yours,

Chris Sublet
Harbormaster



Marina

9171 9690 0935 0246 8945 07

July 2, 2020

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Cynthia Killgore & Michael Downer
PO Box 542
Gold Bar, WA 98251

Re: Vessel ID: WN0379SE
Vessel Name: Aragon

Dear Ms. Killgore & Mr. Downer:

A City Council workshop has been scheduled for, July 22, 2020 followed by a City Council meeting on August 5, 2020, so that the City Council can consider selling the above-referenced boat at public auction to recover "Marina charges".

Very truly yours,

Chris Sublet
Harbormaster



February 18, 2020

**FIRST CLASS AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Cynthia Killgore & Michael Downer
PO BOX 542
Gold Bar, WA 98251

Re: Past Due Moorage - - Oak Harbor Marina
Account No. 5620 Slip # A-16
Vessel – ARAGORN/ WN0379SE

Dear Mrs. Killgore & Mr. Downer:

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

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

The amount owing to date is \$417.87. Failure to pay this amount *in full* or to commence legal proceedings for the return of your vessel within ninety (90) days of the above-stated date may result in your vessel being offered for sale at public auction.

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

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

Yours truly,

CITY OF OAK HARBOR

By _____
Stephanie Lee-Saunders, Marina Operations Specialist

NOTICE

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

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

CITY OF OAK HARBOR

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

VESSEL ID ARAGORN
SLIP / LOCATION A-16
ATTACHED:DATE 02.18.2020 TIME 10 am

BY: Chris Sublet
Representative, City of Oak Harbor

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



Cynthia Killgore
501 Croft Ave
Gold Bar WA , 98251

Date: 02/12/20

MARINA ACCOUNT PAST DUE

Re: Past Due Moorage - - Oak Harbor Marina
Account No. 5620 Slip # WN0379SE Aragorn

Dear Cynthia :

This account is more than sixty (60) days past due. A 60 day late fee charge of \$46.35 plus the monthly 4% late charge will be added to your account. The amount owed as of 02/12/20 is \$333.90.

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

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

We hope this will not be necessary.

Stephanie Lee-Saunders

Marina Operations Specialist
Office (360) 279-4575
865 SE Barrington Dr.
Oak Harbor, WA 98277
slee@oakharbor.org



Marina

9171 9690 0935 0246 8945 14

July 2, 2020

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Rodney Budler
1521 NE 10th Ave
Oak Harbor, WA 98277

Re: Vessel ID: WN3633ME
Vessel Name: Sun Rise

Dear Mr. Budler:

A City Council workshop has been scheduled for, July 22, 2020 followed by a City Council meeting on August 5, 2020, so that the City Council can consider selling the above-referenced boat at public auction to recover "Marina charges".

Very truly yours,

Chris Sublet
Harbormaster



March 17th

December 17, 2019

**FIRST CLASS AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

9171 9690 0935 0246 8941 32

Rodney Budler
1521 NE 10th Ave
Oak Harbor, WA 98277

Re: Past Due Moorage - - Oak Harbor Marina
Account No. 3573 Slip # C-15
Vessel - SUNRISE/ WN3633ME

Dear Mr. Budler:

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

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

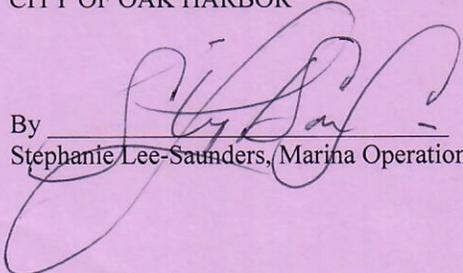
The amount owing to date is \$2104.51. Failure to pay this amount *in full* or to commence legal proceedings for the return of your vessel within ninety (90) days of the above-stated date may result in your vessel being offered for sale at public auction.

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

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

Yours truly,

CITY OF OAK HARBOR

By 
Stephanie Lee-Saunders, Marina Operations Specialist

NOTICE

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

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

CITY OF OAK HARBOR

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

VESSEL ID SUNRISE
SLIP / LOCATION C-15
ATTACHED:DATE 12/17/2019 TIME 10 am

BY: Chris Sublet
Representative, City of Oak Harbor

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



9171 9690 0935 0237 6819 01

*60 day
\$46.35 late Fee
added*

December 3, 2019

Rodney Budler
1521 NE 10th Ave
Oak Harbor, WA 98277

FIRST CLASS AND REGISTERED MAIL
RETURN RECEIPT REQUESTED

Re: Past Due Moorage - - Oak Harbor Marina
Account No. 3573 Slip #C-15/WN3633MW

Dear Mr. Budler:

This account is more than sixty (60) days past due. The amount owed as of December 3, 2019 is \$1985.07.

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

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

We hope this will not be necessary.

Yours truly,

CITY OF OAK HARBOR

By _____
Stephanie Lee-Saunders, Marina Operations Specialist

12-17-19



June 6, 2020

**FIRST CLASS MAIL
RETURN RECEIPT REQUESTED**

Maria Litrenta
1236 Canterbury Lane
Oak Harbor WA , 98277

9171 9690 0935 0246 8943 78

RE: Past Due Moorage—Oak Harbor Marina
Account No. 1186
Storage units DS1-20

Dear Mrs. Litrenta:

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

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

The amount owing to date is \$1139.32. Failure to pay this amount *in full* or to commence legal proceedings for the return of your vessel within ninety (90) days of the above-stated date may result in your vessel being offered for sale at public auction.

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

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

Yours truly,

CITY OF OAK HARBOR

By _____
Stephanie Lee-Saunders, Marina Operations Specialist



NOTICE OF LOCKING

PLEASE TAKE NOTICE DS 1-20

This self service storage shed has been locked by Order of the Harbor master because the storage shed rent and/or other associated charges have remained unpaid for more than sixty days.

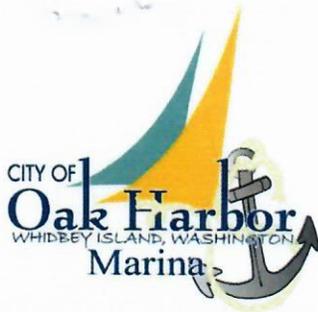
The occupant may contact the office for information as to making payment.

ENTRY INTO THIS SHED WITHOUT PERMISSION IS A CRIMINAL OFFENSE AND WILL BE PROSECUTED ACCORDINGLY.

Date access was denied: June 6, 2020

CITY OF OAK HARBOR

By _____



Phil Litrenta
1236 Canterbury Lane
Oak Harbor WA , 98277

Date: 03/11/20

MARINA ACCOUNT PAST DUE

Re: Past Due Moorage - - Oak Harbor Marina
Account No. 1186 Slip # WN514DS BACI

Dear Phil :

This account is more than sixty (60) days past due. A 60 day late fee charge of \$46.35 plus the monthly 4% late charge will be added to your account. The amount owed as of 03/11/20 is \$535.84.

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

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

We hope this will not be necessary.

Stephanie Lee-Saunders

Marina Operations Specialist
Office (360) 279-4575
865 SE Barrington Dr.
Oak Harbor, WA 98277
slee@oakharbor.org

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

Bill No. 4.h.
Date: August 5, 2020
Subject: Simply Yards Contract

FROM: Cathy Rosen, Public Works Director

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

A motion authorizing staff to enter into an agreement for contractor services with Mark Lawrence Inc., DBA: Simply Yards Landscaping to provide the City maintenance services for the Windjammer Park planters in the amount of \$15,812.28.

BACKGROUND / SUMMARY INFORMATION

On June 30, 2020, the current contract for the Windjammer Park planters expired.

On May 30, 2020, staff advertised for bids to provide the City with maintenance services specific to the Windjammer Park planters. The scope of work included the planters in Windjammer Park, around the Clean Water Facility and in the parking lot on Pioneer Way as shown on attachment B. The contractor is to furnish labor and the equipment required to maintain the designated planter areas for one year with the option for renewal. The planting beds are planted with ornamental grasses, native plants, wetland plants and trees.

On June 16, 2020, staff received and opened (1) one bid from Simply Yards Landscaping in the amount of \$15,812.28. They are the contractors that have been maintaining the planters. They do an excellent job and know what needs to be done.

Therefore, staff is proposing to enter into an agreement for their services in maintaining the Windjammer Park planters for one year, with the option to renew.

LEGAL AUTHORITY

OHMC 2.360 "Purchase Service Policies"

FISCAL IMPACT

Funds Required: _____ \$15,812.28 _____

Appropriation Source: _____ 001.70.576.80.4800 _____

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was presented at the City Council workshop on June 17, 2020.

ATTACHMENTS

1. [Contractor Services Agreement](#)
2. [Simply Yards Landscaping Bid](#)
3. [Attachment B](#)

**AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND SIMPLY YARDS LANDSCAPE
FOR CONTRACTOR SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation ("City"), and ~~Simply Yards Landscape~~ *Mark Lawrence*
_____, a Washington ~~LLC~~ *Corporation* ("Contractor"). *INC.*

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 Contractor services regarding **Windjammer Planter Maintenance** as described in Article II. The general terms and conditions of the relationship between the City and the Contractor 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 Contractor unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Contractor's profession.

ARTICLE III. OBLIGATIONS OF THE CONTRACTOR

III.1 **MINOR CHANGES IN SCOPE.** The Contractor 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 Contractor perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Contractor at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Contractor to the City, and upon completion of the work shall become the property of the City, except that the Contractor may retain one copy of the work product and documents for its records. The Contractor will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Contractor 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 Contractor, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Contractor 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.

Contractor 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 Contractor.

III.3 **TERM.** The term of this Agreement shall commence on July 1, 2020 and shall terminate at midnight, June 30, 2021. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Contractor shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall be considered employees of the Contractor 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 Contractor or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Contractor.

III.6 **INDEMNIFICATION/HOLD HARMLESS.** Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

- a. **Insurance Term.** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.
- b. **No Limitation.** Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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.** Contractors required insurance shall be of the types and coverage as stated below:
 1. 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.
 2. 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, independent Contractors, products-completed operations, stop-gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. **Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- e. **City Full Availability of Contractor Limits.** If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.
- f. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- g. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- h. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsements evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subContractors' coverage.
- i. **SubContractors' Insurance.** The Contractor shall cause each and every SubContractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by SubContractors. The Contractor shall ensure that the City is an additional insured on each and every SubContractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.
- j. **Notice of Cancellation.** The Contractor shall provide the City with all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

- k. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract 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 Contractor from the City.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Contractor agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Contractor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Contractor will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Contractor agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Contractor shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Contractor represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

- a. The Contractor and the City understand and expressly agree that the Contractor is an independent Contractor in the performance of each and every part of this Agreement. The Contractor expressly represents, warrants and agrees that his status as an independent Contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent Contractor test set forth in RCW 51.08.195 or as hereafter amended.

The Contractor, as an independent Contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Contractor shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

- b. The Contractor 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 Contractor 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 Contractor performs hereunder.
- d. Prior to commencement of work, the Contractor shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Contractor agrees to and shall notify the City of any potential conflicts of interest in Contractor's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Contractor agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS.

- a. The Contractor shall be responsible for all work performed by Subcontractors pursuant to the terms of this Agreement.
- b. The Contractor must verify that any Subcontractors they directly hire meet the responsibility criteria for the project. Verification that a Subcontractor has proper license and bonding, if required by statute, must be included in the verification process. The Contractor will use the following Subcontractors or as set forth in Exhibit ____:

- c. The Contractor may not substitute or add Subcontractors without the written approval of the City.

- d. All Subcontractors shall have the same insurance coverages and limits as set forth in this Agreement and the Contractor shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

- a. The Contractor 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 Contractor under this Agreement exceed fifteen thousand, eight hundred twelve and twenty-eight cents Dollars (\$ 15,812.28) without the written agreement of the Contractor 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 Contractor a mutually agreed amount.
- b. The Contractor shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Contractor shall maintain time and expense records and provide them to the City upon request.
- c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Contractor's status as an independent Contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Contractor 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 Contractor 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 Contractor 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 Contractor shall provide the City with appropriate clarification

and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

Mayor
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

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

**SIMPLY YARDS LANDSCAPE
JENNIFER AASE
12375 RESERVATION ROAD, SUITE A
ANACORTES, WA 98221**

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

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

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

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Island County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 30 day of June, 2020.

CITY OF OAK HARBOR

By _____
_____, Mayor

MARK LAWRENCE INC DBA:
SIMPY YARDS LANDSCAPING

By 
[PRINT OR TYPE NAME AND TITLE
OF PERSON AUTHORIZED TO
BIND CONTRACTOR COMPANY]

Approved as to form:

Mark Lawrence, President

City Attorney

Attest:

City Clerk

L:\LGLA\FORMS\CONTRACTS\2015 Agreement for Contractor Services.doc(This is the path/filename for this form. When creating the actual Professional Services Agreement please delete this path/filename – Thank you)

**EXHIBIT A
SCOPE OF WORK**

CALL FOR BID
WINDJAMMER PARK PLANTER MAINTENANCE



TABLE OF CONTENTS

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Attachment "C" List of plants.....	Section VIII

CALL FOR BIDS

Sealed bids will be received by the City of Oak Harbor until 2:00 p.m. Tuesday, June 16, 2020, at the Office of the City Clerk at which time they will be opened and publicly read aloud for the furnishing of "WINDJAMMER PARK PLANTER MAINTENANCE."

Any questions and/or comments or objections to the bid documents and/or specifications shall be submitted in writing to the Public Works Superintendent at least five (5) days prior to the bid opening date. If necessary, an addendum will be issued to all bidders who obtained bid documents from the Public Works Director.

The City of Oak Harbor reserves the right to reject any and/or all bids and to waive any informalities in the form of bid. The City also reserves the right to waive individual specifications if it is satisfied that the bid otherwise meets the performance standards set by these specifications.

Specifications may be obtained from Sandra Place, via e-mail at splace@oakharbor.org and online at www.oakharbor.org/bidsandproposals.

Julie Lindsey, City Clerk

Published: Daily Journal of Commerce-May 30, 2020 and June 6, 2020
Whidbey News-Times – May 30, 2020 and June 6, 2020

BID PROPOSAL

WINDJAMMER PARK PLANTER MAINTENANCE

TO: Oak Harbor City Council
Oak Harbor, Washington

Ladies and Gentlemen:

The undersigned hereby certifies that he has read the "Call for Bids", "Instructions to Bidders", and the "Specifications" pertaining to this bid proposal and that he thoroughly understands and agrees to furnish the equipment and/or services in the time and at the prices set forth below:

Fee Proposal

Windjammer Park Planter Maintenance	\$ 14,520. ⁰⁰
Sales Tax (8.9%)	\$ 1,292. ²⁸
Grand Total	\$ 15,812.²⁸

Grand total must include all mobilization and demobilization costs. All specialized equipment, travel, and related expenses. This is a lump sum bid for 1 year of service, with the option of renewal.

The bid shall be quoted F.O.B. Oak Harbor, Washington.

Descriptive literature and factory guarantee, or warranty of item bid shall be attached to the bid and become a part of any contract entered.

Warranty

Deviations to Specifications noted separately. Yes _____ No X

Address and mark envelope to:

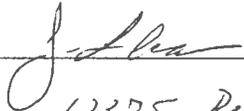
City of Oak Harbor
City Clerk
865 SE Barrington Drive
Oak Harbor, WA 98277

" WINDJAMMER PARK PLANTER MAINTENANCE"

Bid Due Date: 2:00 p.m. Tuesday, June 16, 2020

Bidder Simply Yards Landscape

By Jennifer Aase
Please Print

Signature 

Address 12375 Reservation Rd. Suite A
Anacortes WA 98221

Phone 360-293-3456

E-mail address jennifer@simplyyards.com



June 15, 2020

References:

Jay Curcio
Pacific Earth Works
12515 Wagner Rd.
Monroe WA 98272
206.396.6468 Cell
jay@pacificearthworks.com

Brandye Hubbs
Windermere Property Management
We manage several condo assoc. properties for Brandye at Windermere
360.733.7944
brandye@windemeremgt.com

Peggy Noethlich
Creekside Condo Assoc.
Creekside Circle/Lane
Anacortes WA 98221
creeksidevillagesec@gmail.com

Bruce and Linda Janicula
Cedar Springs Condo Assoc.
Cedar Springs Lane
Anacortes WA 98221
janicula@gmail.com

INSTRUCTIONS TO BIDDERS

1. Bid due date will be Tuesday, June 16, 2020 at 2:00 p.m.
2. All bids must be clearly and distinctly marked, " WINDJAMMER PARK PLANTER MAINTENANCE".
3. Washington State sales tax shall be submitted as a separate item.
4. Federal excise tax shall be excluded.
5. **NO ESIMATES WILL BE ACCPETED.**
6. A site visit is highly encouraged, but not required. Please contact Hank Nydam, Operations Manager for appointment and/or any questions.
7. Prevailing wages apply and awarded vendor will need to fill out the City of Oak Harbor's Contractors Services Agreement.
8. The City of Oak Harbor reserves the right to consider delivery time, and to reject any and/or all bids and to waive any informalities in the bidding and to accept the best and most satisfactory bid. The City also reserves the right to waiver individual specifications if it is satisfied that the bid otherwise meets the performance standards set by these specifications.
9. No bidder may withdraw his bid for a period of sixty (60) days after the date set for bid opening.
10. No bidder may contact staff the day of the bid and/or seven days after the bid opening

SPECIFICATIONS FOR WINDJAMMER PARK PLANTER MAINTENANCE

INTENT:

The City of Oak harbor is accepting bids for planting bed maintenance at Windjammer park. Planters include the planters in Windjammer Park, around the Clean Water Facility and in the parking lot on Pioneer Way as shown on attachment "B". Contractor to furnish labor, and equipment required to maintain the designated planter areas for one year with the option for renewal. The planting beds are planted with ornamental grasses, native plants, wetland plants and trees.

DETAILED MINIMUM SPECIFICATIONS:

SPECIFICATIONS: Specifications are to be met or exceeded.

EXCEPTIONS: The bidder must list any exceptions (major or minor) to the specifications. The bidder must prove "an equal" in writing with literature. This information must be in the bid package and cannot be supplied later.

INTERGOVERNMENTAL PURCHASING:

This City of Oak Harbor contract provides the right for other government agencies to purchase directly from this contract. This contract shall follow first class bid requirements and our local ordinance which states that any purchases in excess of thirty thousand dollars shall be competitively bid and shall be advertised not only in our local paper, but in the Seattle Daily Journal of Commerce fulfilling all advertising requirements.

SCOPE OF WORK

General

- A. Weeding: Maintain clean planting beds by pulling and removing weeds and applying herbicides.

EXCEPTIONS: None ja

- B. Check weekly during growing season and at least bi-weekly at other times.

EXCEPTIONS: None ja

- C. Selective hand removal by non-herbicide methods shall be utilized if herbicide applications threaten plants.

EXCEPTIONS: None ja

- D. All plantings and trees indicating damage by herbicide application shall be replaced immediately at no additional cost to the owner.

EXCEPTIONS: None ja

- E. Weed eradication shall include by herbicide and non-herbicide methods.

EXCEPTIONS: None ja

- F. If weed eradication has been killed by herbicide applications, then the unsightly weeds are to be removed from the site and disposed of properly.

EXCEPTIONS: None ja

- G. Eradication program shall include and is not limited to control of the following noxious species

Cirsium arvense (Canadian Thistle)
Convolvulus app. (Morning Glory)
Cytisus scoparius (Scotch Broom)
Dipsacus Sylvestris (Common Teasel)
Eichornia crassipes (Ware Hyacinth)
Festuca arundinaceae (Tall Fescue)
Hedera helix (English Ivy)
Holcus Lanatus (Velvet grass)
Lolium spp. (Rye grasses)
Lotus corniculatus (Birds foot Trefoil)
Lythrium salicaria (Purple loose strifel)
Melilotus spp (Sweet clover)
Myriophyllum spicatum (Eurasian Milfoil)
Phalaris arundinaceae (Reed canary grass)
Rubus discolor (Himalayan Blackberry)

Solanum spp. (Night shade)
Trifolium spp. (Clovers)
Vicia spp. (vetches)

EXCEPTIONS: None Ja

H. Herbicide applications: Applications shall be by manual 'spot spraying', wicking or backpack methods per manufacturers specifications.

EXCEPTIONS: None Ja

I. Herbicides applied in water shed or waterway areas shall be subject to approval and be applied by manufacturers specifications.

EXCEPTIONS: None Ja

J. All herbicide applications are to be made by a currently licensed herbicide applicator.

EXCEPTIONS: None Ja

K. Sprayed sites to be posted for a 24-hour period.

EXCEPTIONS: None Ja

L. All pesticide applications to be documented using approved Washington State Dept pesticide application record forms.

EXCEPTIONS: None Ja

M. Site cleanup: All sidewalks, pathways and to be cleaned of any mulch, weeds or debris created by the weeding process.

EXCEPTIONS: None Ja

N. Remove all debris from site after each visit and dispose legally offsite.

EXCEPTIONS: None Ja

SECTION V

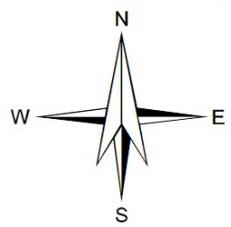
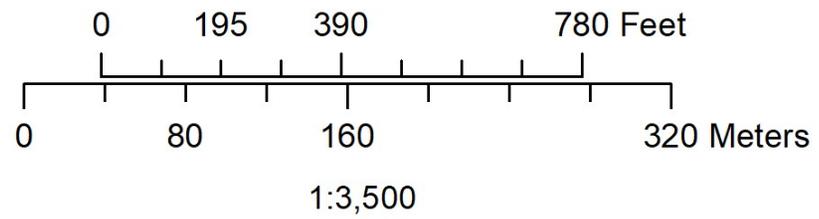
SUBMITTALS

- A. Upon beginning of maintenance contract, submit a proposed schedule of visit dates and services as outlined herein.
- B. Provide herbicide and chemical records upon request.
- C. At the end of contract year submit rates, quantities and types of herbicides applied.
- D. List of 3 references including name, address, phone number. *Attached ja*



Windjammer Flower Beds

- CWF Planters
- Pioneer Planters
- Windjammer Park Planters



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

Bill No. 5.c.i.
Date: August 5, 2020
Subject: Clean Water
Facility/Windjammer Park -
Status of Construction Punchlist

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

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

This report is submitted for status purposes and no action is required.

BACKGROUND / SUMMARY INFORMATION

City Council requested a status report on the completion of the Clean Water Facility and Windjammer Park.

The Clean Water Facility went into partial operation November 2018. The dryer was partially operational in September of 2019 and the Park was opened in July of 2019. While substantially complete, active construction continued into 2020.

An initial punchlist was developed in the summer of 2019. With approximately 100 subcontractors and hundreds of workers, quality control on the project required a systematic approach. Until late summer, outstanding contract issues were considered incomplete contract work or corrective items, so starting a punchlist was premature.

Completion of a punchlist usually means that the contractors active construction work is complete. Administrative and warranty items are not normally included in that definition. Contractual funds are being withheld pending completion of punchlist items.

The formal punchlist is complete except for items regarding the biosolids dryer. Due to contractual issues regarding the biosolids dryer, this item has remained unresolved. Recent negotiations with the dryer vendor, Hoffman and the City has occurred. A no cost settlement has been reached and the remaining punchlist items are being resolved.

LEGAL AUTHORITY

Council request for regular status updates.

FISCAL IMPACT

Funds Required: _____ \$0.0 _____

Appropriation Source: _____ Multiple _____

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

There have been no previous City Council actions regarding the punchlist status.

ATTACHMENTS

1. [Attachment A - Hoffman Punchlist Status 06/25/20](#)

Attachment A-CWF Punclist Status 8/4/20

<u>Item #</u>	<u>Area</u>	<u>Issue</u>	<u>Owner</u>	<u>Status</u>	<u>Comment</u>
378	Area 50	Bar scraper replacement	Haarslev	Open	emailed 10/15/19. Bar needed
379	Area 50	Diverter valve needs to be 300 ft/lbs instead of 300 in/lbs	Haarslev	Open	emailed 10/15/19. Direction from COH to go pneumatic
361	Area 50	Condenser ducting still leaks onto dryer/burner area	Haarslev/UMC	Open	Mist eliminator upside down?

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

Bill No. 6.a.
Date: August 5, 2020
Subject: Ordinance No. 1907: Central
Business District Development
Permit Moratorium Extension

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

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

- Conduct public hearing
- Recommended motion: *Move to adopt Ordinance No. 1907, extending the Central Business District development permit moratorium for six months and adopting a work program for the additional time.*

BACKGROUND / SUMMARY INFORMATION

On August 28, 2019, the City Council adopted Ordinance No. 1883, imposing a six-month moratorium on the receipt and processing of project permit applications for certain development within the Central Business District (CBD). The Council subsequently conducted a public hearing on October 1, 2019 as was required by RCW 36.70A.390. The moratorium was extended on February 18, 2020 with the adoption of Ordinance No. 1898 that included a work plan for the following six months.

Since the adoption of the moratorium extension, the COVID-19 virus and associated quarantine significantly affected the staff's ability to conduct typical public outreach efforts and the closure of City Hall hampered the progress of the work plan.

While progress on this project has been made, the City requires additional time beyond the initial six-month moratorium extension to complete the code adoption process (e.g. SEPA review and Planning Commission and City Council public hearings). This extension will allow staff to continue work on the adoption process without a gap in the moratorium effectiveness. In accordance with RCW 36.70A.390, "a moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal."

Staff presents Ordinance No. 1907 (Attachment 1), which extends the moratorium for six months and adopts the necessary work plan.

Notice

This item was noticed in the Whidbey News Times on July 18, 2020.

LEGAL AUTHORITY

The Council's authority to impose a moratorium, and the ability to extend one, is found in RCW 36.70A.390.

FISCAL IMPACT

No fiscal impact to the City is anticipated as a result of extending the moratorium.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

The City Council was briefed at their May 20, 2020 workshop on the need to extend the moratorium and a further update at the July 22, 2020 workshop on the progress of the work.

ATTACHMENTS

1. [Ordinance No. 1907: Central Business District Development Permit Moratorium Extension](#)

ORDINANCE NO. 1907

AN ORDINANCE EXTENDING FOR A SIX-MONTH PERIOD OF TIME THE MORATORIUM ON THE RECEIPT AND PROCESSING OF PROJECT PERMIT APPLICATIONS FOR CERTAIN DEVELOPMENT WITHIN THE CENTRAL BUSINESS DISTRICT (CBD) AS IMPOSED BY ORDINANCE NO. 1883 AND EXTENDED BY ORDINANCE 1898, ADOPTING FINDINGS OF FACT IN SUPPORT OF THE EXTENSION, AND PROVIDING A SCHEDULE FOR COMPLETING WORK ON A FINAL ORDINANCE

WHEREAS, cities and counties are authorized to adopt a moratorium in accordance with RCW 36.70A.390; and

WHEREAS, on August 28, 2019, the City Council of Oak Harbor adopted Ordinance No. 1883, imposing a six month moratorium on the receipt and processing of project permit applications for certain development within the Central Business District (CBD); and

WHEREAS, the City Council conducted a public hearing on October 1, 2019 which was within sixty days of the adoption of the moratorium in accordance with RCW 36.70A.390; and

WHEREAS, since the moratorium's adoption, staff has completed preliminary research on the topic of CBD regulations in other communities and reviewed other relevant materials; and

WHEREAS, staff briefed the Planning Commission on the moratorium and the research results at the Commission's September 24th, October 22nd, and December 10th meetings; and

WHEREAS, an important aspect of this code amendment project is the public participation process and allowing sufficient time for its completion is essential; and

WHEREAS, since the last moratorium extension, the COVID-19 pandemic caused everyday activities to change worldwide; and,

WHEREAS, the restrictions in public meetings and the closure of City Hall delayed some aspects of the work on the revised ordinance and affected public participation; and

WHEREAS, in accordance with RCW 36.70A.390, a moratorium may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal; and

WHEREAS, the adoption of a final development regulation requires public hearings before the Planning Commission and City Council, requires SEPA review and determination, and requires notification to the Department of Commerce; and

WHEREAS, the City has determined that an additional six months is necessary to complete work on the moratorium for certain development applications within the CBD and developed a schedule to complete that work;

WHEREAS, the City Council was briefed on this need and proposal at their May 20, 2020 workshop; and

WHEREAS, the City Council of Oak Harbor adopts the foregoing statements as its findings of fact justifying the adoption of this ordinance.

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

Section One. Extension of Moratorium. In accordance with RCW 36.70A.390, Ordinance No. 1883, adopted August 28, 2019, which imposed a moratorium on the receipt and processing of project permit applications for certain development within the Central Business District, and Ordinance No. 1898, adopted February 18, 2020 are hereby extended for an additional six months until February 26, 2021, subject to general compliance with the work plan shown in Section Two below.

Section Two. Work Plan. The work plan shown below shall generally be followed in completing work on amendments to the Central Business District zoning standards.

Schedule	Work Plan Item
August 2020	Staff completion of draft ordinance and presentation to Planning Commission
	Staff preparation of required SEPA documentation
	Staff preparation and submittal of required notification to Department of Commerce
September 2020	Presentation and discussion of draft ordinance with City Council
October 2020	Adoption of ordinance
February 2021	End of second 6-month moratorium extension

Section Three. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section Four. Effective Date. This ordinance shall become effective five (5) days following passage and publication as required by law.

PASSED by the City Council this 5th day of August, 2020.

Veto ()
Approve ()

THE CITY OF OAK HARBOR

By _____
Robert Severns, Mayor

Dated: _____

Attest:

Julie Lindsey, City Clerk

Approved as to Form:

Anna Thompson, Interim City Attorney

Published: _____

City of Oak Harbor
City Council Agenda Bill

Bill No. 7.a.
Date: August 5, 2020
Subject: Ordinance No. 1908: Amending
Spending Authority

FROM: Legal Department

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

Adopt Ordinance No. 1908 as presented.

BACKGROUND / SUMMARY INFORMATION

At the July 7, 2020 Regular Council Meeting, Councilmember Servatius made the following motion: *"I move to amend all relevant sections of the Oak Harbor Municipal Code 2.390 Contract Authority and 2.310.050 Professional Service Contracts to reduce all spending authority from \$30,000 to \$10,000."* The motion was seconded and approved by unanimous vote of the Council.

This agenda bill responds providing the requested ordinance. Pursuant to the plain language of the motion, legal staff researched the Oak Harbor Municipal Code sections that reference OHMC 2.390 and 2.310.050. All relevant sections of the Oak Harbor Municipal Code citations are included in the proposed Ordinance attached. Please note that the OHMC citations (OHMC 2.390 and 2.310.050) do not affect spending limits related to purchasing contracts.

LEGAL AUTHORITY

RCW 35A.11.020(3) Powers vested in legislative bodies of noncharter and charter code cities.

"....The legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law. By way of illustration and not in limitation, such powers may be exercised in regard to the acquisition, sale, ownership, improvement, maintenance, protection, restoration, regulation, use, leasing, disposition, vacation, abandonment or beautification of public ways, real property of all kinds, waterways, structures, or any other improvement or use of real or personal property, in regard to all aspects of collective bargaining as provided for and subject to the provisions of chapter 41.56 RCW, as now or hereafter amended, and in the rendering of local social, cultural, recreational, educational, governmental, or corporate services, including operating and supplying of utilities and municipal services commonly or conveniently rendered by cities or towns."

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

July 7, 2020 Regular Council Meeting

ATTACHMENTS

1. [Ordinance No. 1908 - Legislative Draft](#)
2. [Ordinance No. 1908 - Clean Copy](#)

ORDINANCE NO. 1908

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE CHAPTER 2.390 ENTITLED "CONTRACT AUTHORITY" AND OHMC SECTION 2.310.050 ENTITLED "PROFESSIONAL SERVICE CONTRACTS" TO REDUCE SPENDING AUTHORITY FROM \$30,000 TO \$10,000

WHEREAS, in light of the COVID-19 pandemic, there is considerable economic uncertainty at the federal, state and local level; and

WHEREAS, the City Council deems it to be in the public interest to plan for the possible economic impacts of the COVID-19 pandemic, including the possibility of budgetary constraints and revenue shortfalls for the City of Oak Harbor; and

WHEREAS, Council has considered the spending authority granted in the municipal code related to contracts and finds it would be in the best interest of the City to reduce spending authority from \$30,000 to \$10,000;

NOW, THEREFORE,

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

Section One. Oak Harbor Municipal Code Chapter 2.390 entitled "Contract Authority", last amended by Ordinance No. 1755 (2016), is hereby amended to read as follows:

CONTRACT AUTHORITY

Sections:

2.390.010 Council approval.

2.390.020 Mayor's authority to contract.

2.390.030 City administrator's authority to contract.

2.390.040 Departmental authority to contract.

2.390.050 Contracts exceeding one year or the limit of the biennial budget.

2.390.060 Records and reporting of contracts.

2.390.070 Aggregation of purchase authority.

2.390.010 Council approval. Unless otherwise authorized or directed by law, ordinance or council resolution (for example, responding to an emergency), all contracts over ~~\$30,000~~\$10,000 require council approval.

2.390.020 Mayor's authority to contract. The mayor shall, subject to budgetary restrictions, and the conditions and exceptions stated in Chapter 2.310 OHMC through this chapter, regulation, procedures adopted by the mayor and state law, make purchases of materials, supplies, equipment and services and contract for public works and enter into contracts or purchase orders for the same in amounts up to ~~\$30,000~~\$10,000 without prior council approval so

long as the same is within the fund budget; provided, that this restriction does not apply to emergencies or market conditions as defined by state law so long as the conditions and procedures therein imposed are followed for exercise of these powers.

2.390.030 City administrator's authority to contract. The city administrator shall, subject to the mayor's direction and control, budgetary restrictions, and the conditions and exceptions stated in Chapter [2.310](#) OHMC through this chapter, regulation, procedures promulgated by the mayor and state law, make purchases of materials, supplies, equipment and services and enter into contracts or purchase orders for the same in amounts up to ~~\$30,000~~\$10,000 without prior council approval so long as the same is within the fund budget.

2.390.040 Departmental authority to contract. Each department director shall, subject to the mayor's direction and control, budgetary restrictions, and the conditions and exceptions stated in Chapter [2.310](#) OHMC through this chapter, regulation, procedures adopted by the mayor and state law, make purchases of materials, supplies and equipment and enter into contracts or purchase orders for the same in amounts up to ~~\$30,000~~\$10,000 without prior council approval.

2.390.050 Contracts exceeding one year or the limit of the biennial budget. Authorizations under this chapter shall not authorize contracts to be made by the mayor, city administrator or department director which exceed one year in length or exceed the end of the term of the biennial budget in which contract is made, whichever is longer, unless the same is terminable by 30 days' notice or less without penalty and payments are prorated monthly or based on effort expended or goods supplied.

2.390.060 Records and reporting of contracts. The department director, city administrator or mayor making a contract made without specific prior council approval pursuant to the authorizations in this chapter or under other law, ordinance or resolution shall immediately document the same and advise the finance director. In addition, a report of the contracting shall be made to the city council. The report can be by agenda item or separate report in a form determined appropriate to provide information to the council. This provision does not apply to purchase of supplies, materials and equipment since these are normally reported through the accounts payable system.

2.390.070 Aggregation of purchase authority. No contract shall be authorized by more than one person such that individual spending authorities are aggregated to exceed the ~~\$30,000~~\$10,000 amount requiring city council approval.

Section Two. Oak Harbor Municipal Code Section 2.310.050 entitled "Professional Service Contracts", last amended by Ordinance No. 1759 (2016), is hereby amended to read as follows:

2.310.050 Professional service contracts. Contracts for professional services, including contracts for legal and consulting services, are not subject to the bidding requirements of this chapter through Chapter [2.390](#) OHMC. The mayor or his/her designee shall promulgate procedures and standards for the approval of such contracts. Contracts for architectural and

engineering services shall be awarded in accordance with Chapter [2.350](#) OHMC and Chapter [39.80](#) RCW. For purposes of this section, “professional services” are those services involving skill, education and special knowledge and where the work is predominately mental and intellectual, rather than physical and mechanical. The mayor shall establish guidelines and procedures for obtaining professional services. Professional service contracts in excess of ~~\$30,000~~\$10,000 shall require approval by the city council. Contracts for professional services under ~~\$30,000~~\$10,000 shall be reviewed by the finance director and the city attorney prior to signing to assure compliance with the Oak Harbor biennial budget, provisions of Chapter [2.390](#) OHMC and purchasing policies promulgated by the mayor.

Section Three. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section Four. Authority to make necessary corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance and attachments including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section Five. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication.

PASSED by the City Council this _____ day of _____, 2020.

THE CITY OF OAK HARBOR

By _____
Robert Severns, Mayor

Dated: _____

Attest:

Julie Lindsey, City Clerk

Approved as to Form:

Anna Thompson, Interim City Attorney

Published: _____

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Ordinance No. 1908 amending OHMC Chapter 2.390 and Section
2.310.050 re: Reduce Spending Authority
Page 4 of 4

ORDINANCE NO. 1908

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE CHAPTER 2.390 ENTITLED "CONTRACT AUTHORITY" AND OHMC SECTION 2.310.050 ENTITLED "PROFESSIONAL SERVICE CONTRACTS" TO REDUCE SPENDING AUTHORITY FROM \$30,000 TO \$10,000

WHEREAS, in light of the COVID-19 pandemic, there is considerable economic uncertainty at the federal, state and local level; and

WHEREAS, the City Council deems it to be in the public interest to plan for the possible economic impacts of the COVID-19 pandemic, including the possibility of budgetary constraints and revenue shortfalls for the City of Oak Harbor; and

WHEREAS, Council has considered the spending authority granted in the municipal code related to contracts and finds it would be in the best interest of the City to reduce spending authority from \$30,000 to \$10,000;

NOW, THEREFORE,

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

Section One. Oak Harbor Municipal Code Chapter 2.390 entitled "Contract Authority", last amended by Ordinance No. 1755 (2016), is hereby amended to read as follows:

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Sections:

2.390.010 Council approval.

2.390.020 Mayor's authority to contract.

2.390.030 City administrator's authority to contract.

2.390.040 Departmental authority to contract.

2.390.050 Contracts exceeding one year or the limit of the biennial budget.

2.390.060 Records and reporting of contracts.

2.390.070 Aggregation of purchase authority.

2.390.010 Council approval. Unless otherwise authorized or directed by law, ordinance or council resolution (for example, responding to an emergency), all contracts over \$10,000 require council approval.

2.390.020 Mayor's authority to contract. The mayor shall, subject to budgetary restrictions, and the conditions and exceptions stated in Chapter [2.310](#) OHMC through this chapter, regulation, procedures adopted by the mayor and state law, make purchases of materials, supplies, equipment and services and contract for public works and enter into contracts or purchase orders for the same in amounts up to \$10,000 without prior council approval so long as

the same is within the fund budget; provided, that this restriction does not apply to emergencies or market conditions as defined by state law so long as the conditions and procedures therein imposed are followed for exercise of these powers.

2.390.030 City administrator's authority to contract. The city administrator shall, subject to the mayor's direction and control, budgetary restrictions, and the conditions and exceptions stated in Chapter [2.310](#) OHMC through this chapter, regulation, procedures promulgated by the mayor and state law, make purchases of materials, supplies, equipment and services and enter into contracts or purchase orders for the same in amounts up to \$10,000 without prior council approval so long as the same is within the fund budget.

2.390.040 Departmental authority to contract. Each department director shall, subject to the mayor's direction and control, budgetary restrictions, and the conditions and exceptions stated in Chapter [2.310](#) OHMC through this chapter, regulation, procedures adopted by the mayor and state law, make purchases of materials, supplies and equipment and enter into contracts or purchase orders for the same in amounts up to \$10,000 without prior council approval.

2.390.050 Contracts exceeding one year or the limit of the biennial budget. Authorizations under this chapter shall not authorize contracts to be made by the mayor, city administrator or department director which exceed one year in length or exceed the end of the term of the biennial budget in which contract is made, whichever is longer, unless the same is terminable by 30 days' notice or less without penalty and payments are prorated monthly or based on effort expended or goods supplied.

2.390.060 Records and reporting of contracts. The department director, city administrator or mayor making a contract made without specific prior council approval pursuant to the authorizations in this chapter or under other law, ordinance or resolution shall immediately document the same and advise the finance director. In addition, a report of the contracting shall be made to the city council. The report can be by agenda item or separate report in a form determined appropriate to provide information to the council. This provision does not apply to purchase of supplies, materials and equipment since these are normally reported through the accounts payable system.

2.390.070 Aggregation of purchase authority. No contract shall be authorized by more than one person such that individual spending authorities are aggregated to exceed the \$10,000 amount requiring city council approval.

Section Two. Oak Harbor Municipal Code Section 2.310.050 entitled "Professional Service Contracts", last amended by Ordinance No. 1759 (2016), is hereby amended to read as follows:

2.310.050 Professional service contracts. Contracts for professional services, including contracts for legal and consulting services, are not subject to the bidding requirements of this chapter through Chapter [2.390](#) OHMC. The mayor or his/her designee shall promulgate procedures and standards for the approval of such contracts. Contracts for architectural and

engineering services shall be awarded in accordance with Chapter [2.350](#) OHMC and Chapter [39.80](#) RCW. For purposes of this section, “professional services” are those services involving skill, education and special knowledge and where the work is predominately mental and intellectual, rather than physical and mechanical. The mayor shall establish guidelines and procedures for obtaining professional services. Professional service contracts in excess of \$10,000 shall require approval by the city council. Contracts for professional services under \$10,000 shall be reviewed by the finance director and the city attorney prior to signing to assure compliance with the Oak Harbor biennial budget, provisions of Chapter [2.390](#) OHMC and purchasing policies promulgated by the mayor.

Section Three. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section Four. Authority to make necessary corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance and attachments including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section Five. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication.

PASSED by the City Council this _____ day of _____, 2020.

THE CITY OF OAK HARBOR

By _____
Robert Severns, Mayor

Dated: _____

Attest:

Julie Lindsey, City Clerk

Approved as to Form:

Anna Thompson, Interim City Attorney

Published: _____

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Ordinance No. 1908 amending OHMC Chapter 2.390 and Section
2.310.050 re: Reduce Spending Authority
Page 4 of 4

City of Oak Harbor
City Council Agenda Bill

Bill No. 7.b.
Date: August 5, 2020
Subject: Resolution 20-23 Awarding the North Whidbey Island Small Business Relief Program Grants for applicants initially disqualified by the CARES Grant Selection Committee

FROM:

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 Resolution 20-23 approving 10 business applications the CARES Grant Selection Committee initially denied and upon authorized review, met qualifications, for a total grant award amount not to exceed \$65,770.

BACKGROUND / SUMMARY INFORMATION

Overview

The City of Oak Harbor and Island County partnered to create the North Whidbey Island Small Business Relief grant program. The City received \$689,100 from CARES Act Funds for Local Governments in Washington State via an interagency agreement with the Department of Commerce, half of which it dedicated to the grant program. Island County received \$4,665,100 from the Department of Commerce, \$366,666 of which Commissioner Jill Johnson dedicated to the grant program. The County allocated \$33,333 of their commitment for the City's Administration of the grant program. With \$344,550 from the City and \$333,333 from the County dedicated to the grants to businesses, the total award amount available is \$677,883.

Grant Selection Committee

Commissioner Jill Johnson and Mayor Bob Severns appointed six community members to a CARES Grant Selection Committee. City Councilmembers Eric Wasinger and Tara Hizon served as liaisons to the Committee. The Committee Members signed a non-disclosure agreement, and received binders which contained summary information, scoring instructions, and all applications received. Thank you to the Committee Members for the extensive amount of time each of you took to review these applications!

- Darin Cook
- Bill Larsen
- Eric Marshall
- Maria McGee
- Wendy Shingleton
- Ronnie Wright

The Committee Members submitted their scores to staff, who then entered the data and responded to questions from the members. Once the scores were compiled, the Committee Members and Council Liaisons met with staff virtually to review the list and confirm the recommended awardees prior to presentation to Council.

Applicants disqualified by the Committee

During the Selection Committee meeting, staff reviewed with members the list of businesses that the Committee had recommended to disqualify, based upon the business' request not clearly meeting the requirements of the use of funds. There were 14 businesses disqualified. Staff and the Committee discussed verifying with those businesses their request and seeking additional clarification on the use of funds. Based upon information received from the Island County Budget Manager, some of the funds requested by these businesses qualify under the Federal guidelines. Staff has contacted the businesses marked as disqualified and worked with them to see how much, if any, of their request qualified based on the additional guidance received. Staff is now submitting for City Council approval of Resolution 20-23 for approval of the items that are eligible. A few more initially denied applications are still being reviewed and may be submitted for subsequent approval.

Resolution 20-23

The approval of Resolution 20-23 [attachment 1] awards the CARES grant funding to 10 businesses that have, upon further review, qualified, for a total amount not to exceed \$65,770. The grant awards to the businesses are "not to exceed" because the businesses must submit qualifying requests for reimbursement, as specified in the Professional Services Agreement required to receive the funds [attachment 2]. If the business does not have qualifying reimbursable expenses, up to the amount they applied for, they will only receive reimbursement for the approved expenditures under Federal grant requirements. The list of recipients and grant amount not to exceed are included as Exhibit A to Resolution 20-23.

Conclusion of Application Process

At this time, there will not be another round of applications. City staff is tracking amounts awarded to applicants and developing future programs to assist businesses should there be excess funds available in the program total.

Remaining Funds

The current grant applications process provides a surplus balance of \$53,660. City staff is working with the Greater Oak Harbor Chamber of Commerce on a Personal Protective Equipment (PPE)

and Open-Air Thursday programs to provide additional support to businesses that are impacted by COVID-19.

Timeline

05/20/20 (Council Workshop)

- Overview of COVID-19 Economic Recovery Response Effort and CARES Funding
- 06/02/20 (Council Meeting)
- Approval of Resolution 20-18, Council determination of use of CARES Funding for North Whidbey Small Business Relief Fund Program
- Approval of Interagency Agreement with the Washington State Department of Commerce, CARES Act Funds for Local Governments
- Approval of Professional Service Agreement: Greater Oak Harbor Chamber of Commerce, CARES Grant Coordination

06/12/20

- Mayor authorized staff to proceed with the backup plan for the City to administer the grant process itself, not using the Chamber of Commerce

06/13-06/16/20

- City staff determined the timeline for getting applications to Council as soon as possible and developed the grant application and materials for applicants

06/16/20

- City launched the CARES Grant Application online

06/17/20 (Council Special Workshop)

- Approved Resolution 20-19: Creating the CARES Selection Committee for the North Whidbey Island Small Business Relief Fund Program
- City Council requested that Councilmembers be on the Selection Committee or participate in the process.
- Update on the Program

06/23/20

- CARES Grant Application closed

06/22/20

- Mayor provided list of suggested names for the CARES Grant Selection Committee

06/25/20

- Commissioner Johnson confirmed the members to be appointed to the CARES Grant Selection Committee

06/26/20

- Application binders with instructions and program overview provided to CARES Grant Selection Committee Members

07/01 – 07/06/20

- CARES Grant Selection Committee Members submitted scores to City staff

07/01 – 07/08/20

- Staff processed the scores received, and responded to Selection Committee comments / questions and followed-up with applicants as necessary to answer questions

07/07/20 (Council Meeting)

- Approved Interlocal Cooperation Agreement with Island County, for Coronavirus Relief Fund Grant (CARES)
- City Administrator Blaine Oborn provided Council an update about the expedited timeline and process
- Council moved to hire a CPA or CPA firm to oversee the CARES Grant Process due to the resignation of the City's Finance Director

07/08/20

- Staff met virtually with the GRANT Selection Committee and Council Liaisons to review the process, review the list of businesses the applicants had recommended to deny, and determine the list of recipients that would go before Council

07/10/20

- Letters sent to businesses whose grant application was denied because it did not meet the criteria set by the Department of Commerce for the use of the funds (total of 13 businesses, total of \$123,320 in denied grant amounts) and received one withdrawal
- Council packet published with Resolution 20-21 for approval of grant recipients (total of 69 businesses, total amount awarded not to exceed \$588,453)
- Professional Services Agreement (PSA) with explanation of required documentation sent to grant recipients

07/14/20 (Council Special Meeting [tonight])

- Approval of Resolution 20-21 for approval of grant recipients

08/05/20 (Council Workshop [tonight])

Consider Resolution 20-23 approving the 10 business applications the CARES Grant Selection Committee initially denied and upon authorized review met for a total grant award amount not to exceed \$65,770.

LEGAL AUTHORITY

Chapter 39.34 RCW covers the Island County Department of Commerce Interagency Agreement pursuant to the authority granted by the Interlocal Cooperation Act; it also covers the Interlocal Cooperation Agreement with Island County.

OHMC Chapter 2.310 Purchase and Bidding – General Provisions

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

FISCAL IMPACT

Provides relief for unbudgeted necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). This is a reimbursable agreement with ambiguous guidelines, and additional guidelines are still being developed, causing a higher risk of post expenditure disallowance than typical grants.

Remaining Grant Funding: \$53,660. City Staff will begin work on additional programs for CARES Funding. Including PPE and Open-Air Thursday's program with the Chamber of Commerce.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

- May 20, 2020 Council Workshop – Overview of COVID-19 Economic Recovery Response Effort and CARES Funding
- June 2, 2020 Council Meeting – Resolution 20-18: Council determination of use of CARES Funding for North Whidbey Small Business Relief Fund Program; Interagency Agreement with the Washington State Department of Commerce, CARES Act Funds for Local Governments; Professional Service Agreement: Greater Oak Harbor Chamber of Commerce, CARES Grant Coordination
- June 17, 2020 Council Special Workshop – Resolution 20-19: Creating the CARES Selection Committee for the North Whidbey Island Small Business Relief Fund Program; Update on the Program
- July 7, 2020 Council Meeting – Interlocal Cooperation Agreement with Island County, for Coronavirus Relief Fund Grant (CARES); Council moved to hire a CPA or CPA firm to oversee the CARES Grant Process
- July 14, 2020 Council Special Meeting – Resolution 20-21: Awarding the North Whidbey Island Small Business Relief Program Grants in the amount of \$588,453

ATTACHMENTS

1. [Resolution 20-23 List of Businesses](#)
2. [Resolution 20-23](#)

Resolution 20-23 Exhibit A

Awarding the North Whidbey Island Small Business Relief Program Grants for applications initially disqualified by the CARES Grant Selection Committee

Business Name	Grant Award Amount
Lampton's Barbershop	\$2,000
Northwest Granite & Flooring	\$10,000
Island Oral and Facial Surgery	\$10,000
Habitat for Humanity of Island County	\$10,000
For the Girls, Inc. DBA I Support the Girls	\$3,070
Mama Bear Insurance Services LLC	\$250
Allgire Project	\$10,000
Just Because	\$450
Calcifer Glass	\$10,000
The Casual House	\$10,000
Total	\$65,770

The following grant applications withdrew from the process:

Business Name	Grant Award Amount
Ault Field Taxi LLC	\$10,000
Law Offices of Paul A Neumiller	\$10,000
Whidbey Made	\$4,000
Total	\$24,000

The following grant applications were denied because they did not meet the Federal requirements:

Business Name	Grant Award Amount
Parson's Industries	\$10,000
Blue Heron Booster Club	\$7,500
Total	\$27,500

RESOLUTION 20-23

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON AWARDING THE NORTH WHIDBEY ISLAND SMALL BUSINESS RELIEF PROGRAM GRANTS FOR APPLICATIONS INITIALLY DISQUALIFIED BY THE CARES GRANT SELECTION COMMITTEE

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services secretary Alex Azar declared a public health emergency for COVID-19, beginning January 27, 2020; and

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee proclaimed a public health emergency for COVID-19, beginning February 29, 2020; and

WHEREAS, on March 2, 2020 Island County Board of Commissioners proclaimed a public health emergency within Island County, WA for the COVID-19 virus: and

WHEREAS, on March 6, 2020, Mayor Severns signed an Emergency Proclamation declaring a state of emergency exists; and

WHEREAS, on March 17, 2020, the Oak Harbor City Council approved Resolution 20-09 affirming the Mayor's Emergency Proclamation and invoking certain emergency powers as provided for by Chapter 38.52 RCW; and

WHEREAS, on March 23, 2020 Washington State Governor Jay Inslee signed Proclamation 20- 25, mandating certain "Stay Home – Stay Healthy" measures, including the closure of all non-essential businesses; and

WHEREAS, this action will have an undeniable and unfortunate economic impact on many Oak Harbor area community members; and

WHEREAS, the Governor's Stay Home – Say Healthy order and the COVID-19 crisis has impacted many businesses' ability in the Greater Oak Harbor Community to earn their regular incomes; and

WHEREAS, The City of Oak Harbor and the Washington State Department of Commerce are entered an Interagency Agreement for the Coronavirus Relief Fund for Local Governments Grant in the amount of \$689,100 using CARES Act Funds; and

WHEREAS, The Grant is for "Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020."; and

WHEREAS, on June 2, 2020, the Oak Harbor City Council approved Resolution 20-18, designating \$344,550 of City CARES Funds to the North Whidbey Island Small Business Relief Fund Program for economic support in connection with the COVID-19 public health emergency related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures; and

WHEREAS, Island County and City of Oak Harbor both on July 7, 2020 approved an Interlocal Cooperation Agreement for Coronavirus Relief Fund (CARES) designating \$366,666 of County CARES Funds to the North Whidbey Island Small Business Relief Fund Program for the (98277 zip code); and

WHEREAS, the North Whidbey Island Small Business Relief Fund Program will assist small businesses with grants to help get them back to work or adjust to new compliance requirements because of COVID-19; and

WHEREAS, on June 17, 2020, the Oak Harbor City Council approved Resolution 20-19, creating a selection committee to review and recommend grant applications submitted for the CARES North Whidbey Island Small Business Relief Fund Program To Assist Businesses Impacted Financially By Covid-19; and

WHEREAS, the CARES Grant Selection Committee reviewed the applications submitted and hereby makes the following recommendations for funding to the City Council, as listed in Exhibit A to this Resolution;

WHEREAS, City Council approved Resolution 20-21 on July 14, 2020 to fund a total of 69 applications in the amount of \$588,453;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Oak Harbor accepts the recommendations of the CARES Grant Selection Committee and additional review by the CARES Grant Assistant to identify applications for approved criteria and amounts awarding the listed applicants for up to the amounts listed for eligible grant costs per above noted State and County agreements.

CITY OF OAK HARBOR

Robert Severns, Mayor

ATTEST:

Julie Lindsey, City Clerk

APPROVED AS TO FORM:

Anna Thompson, Interim City Attorney

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

Bill No. 8.a.
Date: August 5, 2020
Subject: Wet Fiber Agreement with the
City of Anacortes

FROM: Cathy Rosen, Public Works Director

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

Authorize the Mayor to sign and enter into an interagency agreement with the City of Anacortes for installation of conduit and fiber optic cable within the City of Oak Harbor's 24-inch water transmission main from Sharpes Corner to Deception Pass Bridge.

BACKGROUND / SUMMARY INFORMATION

This proposed agreement between the City of Oak Harbor and the City of Anacortes will allow the City of Anacortes to lease space in the City of Oak Harbor's 24-inch water transmission main from Sharpes Corner to the Deception Pass Bridge for the purpose of installing conduit and 144 strands of fiber optic cable. Under the agreement the City of Oak Harbor would grant the City of Anacortes a leasehold interest to maintain the conduit and fiber lines in the pipe for the life of the 24-inch pipe. In exchange for the leasehold interest, the City of Anacortes will:

- Grant the City of Oak Harbor exclusive use of 24 of the 144 fiber cables in the conduit;
- Install conduit in the City of Oak Harbor's 24-inch water transmission main between Deception Pass Bridge and the Rock Bridge Intertie at no cost to the City of Oak Harbor for future installation of fiber optic cables to be owned by the City of Oak Harbor.

LEGAL AUTHORITY

RCW 39.34 Interlocal Cooperation Act

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

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

Bill No. 9.a.
Date: August 5, 2020
Subject: Interviews of Finalist
Candidates for City Council
Vacancy, Position No. 7

FROM:

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

Interview of applicants for vacated City Council Position No. 7

BACKGROUND / SUMMARY INFORMATION

City Council; Position No. 7 was vacated on May 15, 2020 with the resignation of Bill Larsen as he no longer resided within the city limits of the City of Oak Harbor.

Per RCW 42,12,070, the City Council must fill the vacancy within 90 days, which is August 15, 2020. At their regular meeting of June 2, 2020, the Council approved the procedure for filling the vacancy, including the application form, process and schedule. The position vacancy was advertised in the legal section of the Whidbey News Times on June 6, 13, 20, and 27 and on the City's website. The application deadline was July 6, 2020 at 4:30 p.m.

Council scheduled a special meeting on July 14, 2020 to review all qualified applicants. 4 applications were received, all of which met the requirements of residency and being a registered voter within the city limits of Oak Harbor for at least one year. Council determined they would like to interview all four applicants at the August 5, 2020 regular meeting.

Per RCW 29A.24, the person appointed shall serve until a qualified person is elected at the next election at which a member of the governing body normally would be elected, which is November 2021. The person elected will take office immediately once the election is ratified.

Council has included an Executive Session per RCW 42.30.110 (1) (h) to discuss the applicants and will return to open session to appoint one applicant to fill the vacated position.

LEGAL AUTHORITY

RCW 29A.24

RCW 42.12.070

RCW 42.30.110 (1) (h)

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Application for Appointment to Oak Harbor City Council Position No. 7](#)
2. [Application for Appointment to Oak Harbor City Council Position No. 7](#)
3. [Application for Appointment to Oak Harbor City Council Position No. 7](#)
4. [Application for Appointment to Oak Harbor City Council Position No. 7](#)

JUL 01 2020

APPLICATION FOR APPOINTMENT TO OAK HARBOR CITY COUNCIL POSITION NO. 7

Applicant Information
(Please type or print)

Applicant Name Jabari E. Diggs

Residence Address 2322 C Goldfinch Street

Mailing Address (If different) —

Home Phone — Cell Phone 8505010475 Other —

E-mail Address jabari.gaddis@gmail.com

Are you registered to vote within Island County, City of Oak Harbor? yes

Date of Residency within Oak Harbor City Limits February 1, 2018

Have you continuously lived in Oak Harbor City Limits since the Start date above? yes

Do you meet the Residency Requirements? yes

Résumé

Experience

Provide the following information for each corresponding labeled section:

- a) Name of Institution,
- b) Address of Institution,
- c) Dates of service and job function(s)

1. a) Whidbey Health Medical Center
 b) 101 N. Main St., Coupeville, WA 98239
 c) 8.14.18 to 3.14.2020 - Patient Financial Services - Collectio

2. a) King's Home
 b) 221 King's Home Drive, Chelsea, AL 35043
 c) 3.1.15 to 8.1.15 - Assistant Family Teacher - Took care of foster children

3. a) Kelly Services - DST Health Solutions
 b) 2500 Corporate Dr., Birmingham, AL 35242
 c) March 1, 2015 to August 1, 2015 - Data Entry
4. a) Coosa Valley Medical Center
 b) 315 N Hickory St., Sylacauga, AL 35150
 c) March 1, 2010 to September 1, 2011 - Unit Clerk
5. a) _____
 b) _____
 c) _____
6. a) _____
 b) _____
 c) _____
7. a) _____
 b) _____
 c) _____
8. a) _____
 b) _____
 c) _____

Education

Provide the following information for each corresponding labeled section:

- a) Name of Institution and location
 b) Degree earned, or describe subjects studied
 c) Dates of attendance, or year of completion
1. a) Skagit Valley College
 b) Associate's Degree - Direct Transfer Agreement
 c) Completed 2019
2. a) University of Alabama at Birmingham
 b) Bachelor's Degree - Psychology
 c) June 8, 2020 - Present
3. a) Aveda Institute of Birmingham
 b) Esthiology Science Cert.
 c) Completed 2014
4. a) Martinsburg College
 b) Medical office Administration Cert. - Medical Billing
 c) Completed April 2018 ^{B Coding}

5. a) _____
- b) _____
- c) _____

Related Skills

1. Community Outreach - Helped organize a local rally for "Black Lives Matter" and have made efforts to make POC feel more included in the decision making processes.
2. Organized and facilitated a small Juneteenth celebration for the Black Community and any other guests that supported POC.
3. Relayed information and participated in weekly meetings held for improvement of the community.

Selected Accomplishments

1. Brought awareness to the Langley City Council that the community of BIPOC needed to be included in decision making processes.
2. Helped to Organize a "Black Lives Matter" rally that had a 300+ citizen attendance.
3. _____
4. _____
5. _____

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Council Member for the City of Oak Harbor on the following spaces provided:

1. Why are you interested in serving as an Oak Harbor City Council Member?

I am interested in the position because the city council has no one that can truly be the voice for our black community.

2. What strength would you bring to the Council?

I am attentive and committed to making things better for all people in the City of Oak Harbor and making sure that they are treated fairly.

3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

1. Police Budget needs to be reviewed.
2. Treatment of students in school in racial discriminative situations.
3. Minority inclusion

I would propose that the police department make their recent records available to the public, teachers and school staff to receive an in depth training on racial bias and how to handle situations, and have the city to publicly celebrate minority.

4. Explain your current and past community involvement and/or service on City, non-profit, or public boards, committees, task forces, or commissions and how this has contributed to the Oak Harbor community. Address its relevance to the position of Oak Harbor City Council Member.

Currently, I am a member of Bridging The Race and was formerly a part of Whidbey Against Brutality and Racial Injustices. We worked towards making changes that benefit our BIPOC community and help to bring awareness to the racial injustices that POC endure and witness everyday. We also held a large rally for BIM and hosted a silent March in solidarity with all Black Lives and POC.

5. What do you wish to accomplish during this appointed term as an Oak Harbor City Council Member?

I hope to continue helping the community and POC have a voice and to be included in the major decisions being made in our city.

6. What is your vision for our City and community?

Unity is what I envision for our city and the communities within it.

7. Do you participate in or are involved in any contract(s) with the City of Oak Harbor? Please explain your involvement.

No.

8. Do you hold any other elected public office? If yes, please describe the offices held.

No.

9. Is there anything else that you may wish to add that would help us get to know you a little better?

I am a military spouse with 4 children. Although I have only been here 2.5 years and will not be here forever, I care deeply about this community and the people in it

Please return this completed application to the City Clerk at Oak Harbor City Hall, 865 SE Barrington Drive, Oak Harbor, WA 98277 no later than 4:30 p.m. on Monday, July 6, 2016. Applications received after 4:30 p.m. will not be accepted, and mailing post-marked applications will not be accepted.

The application and any correspondence should be addressed to:

Julie Lindsey, City Clerk
Re: Council Member Recruitment
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

jlindsey@oakharbor.org

JUL 06 2020

APPLICATION FOR APPOINTMENT TO OAK HARBOR CITY COUNCIL POSITION NO. 7

Applicant Information

(Please type or print)

Applicant Name Millie GoebelResidence Address 730 SW 19TH CT A-3, Oak Harbor, WAMailing Address
(If different) _____Home Phone _____ Cell Phone 360-929-9632 Other _____E-mail Address goebelmillicent@gmail.comAre you registered to vote within Island
County, City of Oak Harbor? YESDate of Residency within Oak Harbor
City Limits October 15, 2016Have you continuously lived in Oak Harbor
City Limits since the Start date above? YesDo you meet the Residency Requirements? Yes

Résumé

Experience

Provide the following information for each corresponding labeled section:

- a) Name of Institution,
 - b) Address of Institution,
 - c) Dates of service and job function(s)
1. a) Oak Harbor Public Schools
 - b) 350 S Oak Harbor St., Oak Harbor, WA 98277
 - c) August 2019 - Current. Guest Teacher, Guest Paraeducator, Assistant Girls Soccer Coach
 2. a) Penn Cove Shellfish
 - b) 106 N. Sherman Road, Coupeville, WA 98239
 - c) July 1, 2016 - August 31st 2019. Sales, Market Development, Web Design, Social Media

- 3. a) Frito Lay
- b) 17250 NE 67th CT, Redmond, WA 98052
- c) July 2015 - June 2016. District Sales Leader

- 4. a) _____
- b) _____
- c) _____

- 5. a) _____
- b) _____
- c) _____

- 6. a) _____
- b) _____
- c) _____

- 7. a) _____
- b) _____
- c) _____

- 8. a) _____
- b) _____
- c) _____

Education

Provide the following information for each corresponding labeled section:

- a) Name of Institution and location
- b) Degree earned, or describe subjects studied
- c) Dates of attendance, or year of completion

- 1. a) University of Washington
- b) Bachelor of Arts in Political Science and a minor in Law Societies & Justice
- c) 2011-2015, Graduated June 2015

- 2. a) _____
- b) _____
- c) _____

- 3. a) _____
- b) _____
- c) _____

- 4. a) _____
- b) _____
- c) _____

- 5. a) _____
- b) _____
- c) _____

Related Skills

1. My previous leadership experience as the Panhellenic President at the University of Washington I learned the following skills. Robert's Rules of Order, managing a budget, conducting meetings, creating agendas, public speaking, leading a diverse group of over 2,200 women, and creating and implementing new policies.
2. As a sales and market development manager at Penn Cove Shellfish I have the following skills to bring the council. Building strong relationships and rapport with minimal interaction, developing long term successful sales strategies, and how to organize and manage over 150 business relationships.
3. I have experience working in both the public and private sector in Oak Harbor. My connections and relationships to community members in both fields will be an asset to the council.

Selected Accomplishments

1. Elected by my peers at the University of Washington to serve as the Panhellenic President.
2. Was voted Greek Woman of the Year by my peers at the University of Washington.
3. Selected to be apart of the National Fisheries Institute of Future Leaders.
4. Was often dispatched individually by Penn Cove Shellfish to critical national conferences, events, and business meetings.
5. Recipient of the 2011 Oak Harbor Mayor's Scholarship.

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Council Member for the City of Oak Harbor on the following spaces provided:

1. **Why are you interested in serving as an Oak Harbor City Council Member?**

My interest in serving as an Oak Harbor City Council member runs deep to my roots as I was born and raised in this community. Growing up I was incredibly fortunate to be surrounded by adults who modeled the importance of being involved in your community. I feel it is now my turn to step up and be an active member in public service for the citizens of Oak Harbor. I believe the younger generations are the future of our community.

2. What strength would you bring to the Council?

- Maintain Multi-generational relationships with community members
- Open minded to different views and remain civil if they are different then mine
- Skilled active listener
- Critical thinker
- Highly organized
- Always do my research and come prepared to meetings and engagements
- Effective communicator

3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

- Maintain and protect the cities financial position with out over burdening the tax payer
- Complete the longterm plans for Windjammer Park and the development of the waterfront
- Addressing the ever present homeless problem with action and viable solutions

4. Explain your current and past community involvement and/or service on City, non-profit, or public boards, committees, task forces, or commissions and how this has contributed to the Oak Harbor community. Address its relevance to the position of Oak Harbor City Council Member.

Throughout my life I have volunteered for numerous organizations in the Oak Harbor Community. My service has given me a greater understanding of our diverse community and how to better meet the needs of the citizens of Oak Harbor. I have served for the following organizations in various capacities.

- Oak Harbor Music Festival
- Citizens for Better Schools
- Boys and Girls Club
- Big Brothers Big Sisters
- Teddy Bear Breakfast
- Ft. Nugent Castle Park Build
- Festival of Trees
- Bids for Kids
- Whidbey Health Foundation Gala

5. What do you wish to accomplish during this appointed term as an Oak Harbor City Council Member?

- Collaboratively work with council members, staff, and mayor, to help our city move forward improving our community during the COVID crisis
- Make the content the City Council is discussing or working on more accessible through various social media platforms.

6. What is your vision for our City and community?

- Continue supporting our Military members and families
- A Community that continues to support our public school system
- A welcoming environment for new business
- Strong and positive relationships between law enforcement and community members
- Safe place for families to raise children
- Additional real estate developments within city limits

7. Do you participate in or are involved in any contract(s) with the City of Oak Harbor? Please explain your involvement.

NO

8. Do you hold any other elected public office? If yes, please describe the offices held.

NO

9. Is there anything else that you may wish to add that would help us get to know you a little better?

In todays world there is an incredible lack of civility in politics. I have observed that our City Council and Mayor have a civil relationship working with each other even when points of view may differ and are able to work together collaboratively and accomplish great things for Oak Harbor. It would be an honor to serve alongside this council in a similar capacity.

Please return this completed application to the City Clerk at Oak Harbor City Hall, 865 SE Barrington Drive, Oak Harbor, WA 98277 **no later than 4:30 p.m. on Monday, July 6, 2016.** Applications received after 4:30 p.m. will not be accepted, and mailing post-marked applications will not be accepted.

The application and any correspondence should be addressed to:

**Julie Lindsey, City Clerk
Re: Council Member Recruitment
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277**

jlindsey@oakharbor.org

JUN 11 2020

APPLICATION FOR APPOINTMENT TO OAK HARBOR CITY COUNCIL POSITION NO. 7

Applicant Information

(Please type or print)

Applicant Name Earl Andrew Plumlee Jr.

Residence Address 1591 SW Downfield Way Oak Harbor WA 98277

Mailing Address
(if different) _____

Home Phone _____ Cell Phone (760) 877-1527 Other _____

E-mail Address earl.plumlee@zoho.com

Are you registered to vote within Island
County, City of Oak Harbor? Yes

Date of Residency within Oak Harbor
City Limits 12/15/2015

Have you continuously lived in Oak Harbor
City Limits since the Start date above? Yes

Do you meet the Residency Requirements? Yes

Résumé

Experience

Provide the following information for each corresponding labeled section:

- a) Name of Institution,
- b) Address of Institution,
- c) Dates of service and job function(s)

1. a) Island and La Conner Drug (SOAS LLC)
b) 32170 SR 20 Oak Harbor WA 98277
c) Jan 2018 to Present

2. a) Leprino Foods
b) 351 Belle Haven Dr. Lemoore CA 93245
c) March 2013 to Aug 2015

- 3. a) U.S. Navy
- b) Sasebo Japan and San Diego CA
- c) Aug 1998 to July 2012

- 4. a) _____
- b) _____
- c) _____

- 5. a) _____
- b) _____
- c) _____

- 6. a) _____
- b) _____
- c) _____

- 7. a) _____
- b) _____
- c) _____

- 8. a) _____
- b) _____
- c) _____

Education

Provide the following information for each corresponding labeled section:

- a) Name of Institution and location
- b) Degree earned, or describe subjects studied
- c) Dates of attendance, or year of completion

- 1. a) Presidio Graduate School
- b) MBA and MPA in Sustainable Management
- c) 2014 to 2017 Graduated 2017

- 2. a) University of Phoenix
- b) B.S. in Criminal Justice and A.A. in Technical Instruction
- c) Graduated 2006

- 3. a) _____
- b) _____
- c) _____

- 4. a) _____
- b) _____
- c) _____

- 5. a) _____
- b) _____
- c) _____

Related Skills

- 1. **Leadership**

- 2. **Management**

- 3. **Financial Planning and Management**

Selected Accomplishments

- 1. _____

- 2. _____

- 3. _____

- 4. _____

- 5. _____

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Council Member for the City of Oak Harbor on the following spaces provided:

- 1. **Why are you interested in serving as an Oak Harbor City Council Member?**

Serving on the City Council is a way to give back to the community I have called home for the last few years. I have reached a point in my life where I am able to carry out my civic duty as a citizen without hurting my family financially. Since leaving the military 8 years ago I have focused on my family and my personal growth. Family and growth remain important to me but it is time I return to service.

2. What strength would you bring to the Council?

I will bring with me the ability to generate creative solutions to complex problems. I believe there is a solution for every problem. Additionally I believe my experience living with and around diverse populations allows me to see and accept dissenting views as information valuable to the creation of solutions and meaningful change.

3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

- 1. Skilled labor: Many professional positions in the community remain unfilled due to lack of licensed and skilled labor on the island. Those who are licensed and skilled can make more money off island. Many of the licenses only require a person to be 18. I would work to create an Island career partnership with the area high schools to help seniors complete required coursework to move into these careers after high school.
- 2. Special needs services: Most of the services are unavailable to communitiy members who are not military affiliated. I would work to create incentives to bring the necessary health practitioners to the island.
- 3. Homlessness population: My focus would be targeted on the short term homeless population. Studies indicate those who experience short-term homelessness usually do not return to homelessness if services are provided.

4. Explain your current and past community involvement and/or service on City, non-profit, or public boards, committees, task forces, or commissions and how this has contributed to the Oak Harbor community. Address its relevance to the position of Oak Harbor City Council Member.

Last year I did take part with other business leaders to develop solutions to the increased theft and dumping of shopping carts.

5. What do you wish to accomplish during this appointed term as an Oak Harbor City Council Member?

Since this position is for a short duration I would like to focus my accomplishments on creating actionable plans for items already on the council's docket. Were I fortunate enough to earn a second term I would focus on longer term goals. For this term I would make it my goal to set the next person to hold my seat up to succeed. I believe it would be a distinct privilege to serve your community and a trust to be protected. Should I only be granted this privilege for 3 months, I would want to ensure the next council member could work towards meaningful growth from day 1.

6. What is your vision for our City and community?

Smart and sustainable growth. Growth that makes space for all members of the community to thrive. The island is a unique community and one that should retain its small town feel while moving into the future. Because of the island's size it is the perfect community to pilot many social and environmentally sustainable programs. My vision is a model community for other small communities in the state to aspire to.

7. Do you participate in or are involved in any contract(s) with the City of Oak Harbor? Please explain your involvement.

No

8. Do you hold any other elected public office? If yes, please describe the offices held.

No

9. Is there anything else that you may wish to add that would help us get to know you a little better?

I recognize the importance of this role to the community. I identify more with the vision of the humble servant than I do political figure. I live here, work here, and have for most of their life, raised my family here. I take ownership over everything I do and I have been accused of being obsessed when taking on new projects.
I will never show up unprepared and if in service to my community, it will have my undivided attention. I possess both the ability to be exceptionally collaborative and to debate when the situation calls for it. I can switch seamlessly between these two skills and my focus will be first and foremost on what is best for the community down to the most at risk members of our population.

Please return this completed application to the City Clerk at Oak Harbor City Hall, 865 SE Barrington Drive, Oak Harbor, WA 98277 **no later than 4:30 p.m. on Monday, July 6, 2016.** Applications received after 4:30 p.m. will not be accepted, and mailing post-marked applications will not be accepted.

The application and any correspondence should be addressed to:

Julie Lindsey, City Clerk
Re: Council Member Recruitment
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

jlindsey@oakharbor.org

JUN 08 2020

APPLICATION FOR APPOINTMENT TO OAK HARBOR CITY COUNCIL POSITION NO. 7

Applicant Information

(Please type or print)

Applicant Name Bryan Stucky

Residence Address 967 SW Silverberry Street Oak Harbor, WA. 98277

Mailing Address
(If different) _____

Home Phone _____ Cell Phone 425-330-4483 Other 360-675-3447

E-mail Address Bryan@wallinfuneralhome.com

Are you registered to vote within Island
County, City of Oak Harbor? Yes

Date of Residency within Oak Harbor
City Limits May 2016

Have you continuously lived in Oak Harbor
City Limits since the Start date above? Yes

Do you meet the Residency Requirements? Yes

Résumé

Experience

Provide the following information for each corresponding labeled section:

- a) Name of Institution,
- b) Address of Institution,
- c) Dates of service and job function(s)

1. a) Wallin Funeral Home and Cremation / Evergreen Pet Cremation
b) 1811 NE 16th Avenue Oak Harbor, WA. 98277
c) April 2016 - present Owner/Funeral Director/Embalmer

2. a) Dignity Memorial Funeral Homes
b) 701 1st Street Snohomish, WA. 98290
c) April 2010 - April 2016 - Location manager

- 3. a) Restaurant and Hospitality Management
- b) Various restaurants (Applebees, Papa Murphys)
- c) June 2002 - January 2010 - Manager

- 4. a) _____
- b) _____
- c) _____

- 5. a) _____
- b) _____
- c) _____

- 6. a) _____
- b) _____
- c) _____

- 7. a) _____
- b) _____
- c) _____

- 8. a) _____
- b) _____
- c) _____

Education

Provide the following information for each corresponding labeled section:

- a) Name of Institution and location
- b) Degree earned, or describe subjects studied
- c) Dates of attendance, or year of completion

- 1. a) Sequim High School - Sequim, Washington
- b) H.S. Diploma
- c) Graduated 2003

- 2. a) North Dakota State University
- b) Restaurant and Hospitality Management
- c) 2004 - 2007 - 60 Semester credits (Junior Status)

- 3. a) Everett Community College
- b) Associates of Arts and Science General Studies
- c) Graduated 2010

- 4. a) American Academy McAllister Institute
- b) Associates of Occupational Studies - Funeral Service
- c) Graduated 2013

- 5. a) _____
- b) _____
- c) _____

Related Skills

1. Communication - My most relevant skill would be that of communication and listening. I often take the time to listen to those around me in an effort to help them achieve their goals. I have found that by using clear Communication many problems and obstacles can be worked through.
2. Leadership - I have risen to a leadership role in every job and organization I have been a part of. This has given me the opportunity to lead teams, projects, and goals. I have learned to take information given to me and make decisions, even if they are not always popular.
3. Budgets - My years in business and professional organizations have given be many opportunites to work on budgets of various sizes. I have found ways to stretch dollars on slim budgets, and properly plan for the future when there is surplus. I have worked with both budgets given to me, and one I had to start from scratch.

Selected Accomplishments

1. I have been honored to serve as president for the North Whidbey Sunrise Rotary Club for 2019/2020 For this year we have accomplished all the goals to be awarded a rotary citation for exceptional clubs.
2. From 2014-2016 I served on the board of directors for the Washington State Funeral Directors Association. From here I was able to assist funeral directors across the state to better serve their communities.
3. During 2014 - 2019 I was the President of the Northwest Funeral Directors Association. During my time as President we saw our largest attendence ever at our twice a year meetings.
4. In 2019 I was able to bring the four Rotary Clubs together for a joint project to mark a grave in Maple Leaf Cemetery This grave held the remains of over 108 individuals in our community who had been unclaimed and forgotten.
5. _____

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Council Member for the City of Oak Harbor on the following spaces provided:

1. **Why are you interested in serving as an Oak Harbor City Council Member?**

In my four years here I believe that I have worked hard to do my part to make our community the best it can be. Currently I belong to Rotary and serve on the board of directors for Help House. Through my business, Wallin Funeral Home I have done all I can do to give back. I believe that city council is a natural next step to use my skills to help this community that my family has come to love.

I had been intending to run for city council in 2021. However, I believe this is a unique opportunity to come on and learn while so many experienced council members are still serving

2. What strength would you bring to the Council?

In everything I do, I go above and beyond. For example, once I learned of this opportunity I immediately contacted the association of Washington Cities to take some of their online courses to further prepare myself. Over the next few months I will be calling various leaders in local government to better understand how they operate and ask their opinions on what direction they would like the city to go going forward.

While I am confident in my abilities I don't apply to be on the council believing that I know it all, or that my ideas will always be the right ones. My appetite for learning and listening to others that I may be called to serve I believe is my greatest strength.

3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

It would be foolish of me to imply that I know the best answer to all issues without seeing the big picture and talking to the experts. With that being said, I believe the following issues need to be addressed.

A lot of our commercial buildings lay empty, especially along Pioneer. A large advertising campaign catered specifically to those looking to start a business could go along way.

Lack of housing: this is a big issue that most in our community would agree is not an easy one to solve. There have been many proposals put out on this. I would want to interview those leaders personally to figure out a best course of action.

Coming out of the pandemic - It will be awhile until our community is "Back to normal". We need to safely move

4. Explain your current and past community involvement and/or service on City, non-profit, or public boards, committees, task forces, or commissions and how this has contributed to the Oak Harbor community. Address its relevance to the position of Oak Harbor City Council Member.

Serving in our local rotary club has given me many opportunities to meet local members and leaders in our community. I have personally worked on and organized various events to bring our community together and raise money for local organizations.

Being involved with the Help House board has helped give me a picture of those less fortunate in our community, and helped me gain more understanding about ways to better support them.

I have attended various Cemetery district 1 board meetings. I have contributed my knowledge to better help our local cemetery operate.

Through Wallin Funeral Home I have worked with people and groups from all over our community to create meaningful tributes to those that we have lost.

5. What do you wish to accomplish during this appointed term as an Oak Harbor City Council Member?

I would like to see steady controlled growth in the city of Oak Harbor. We need to attract more businesses and find places for individuals working at these businesses to live that are affordable. I would like to work with local leaders and experts to find ways to help make this happen.

I also would like to encourage various events and activities to bring all different members of our community together. Oak Harbor is a wonderful place to raise a family, and the Navy has been a great partner in this. finding ways for both military and civilian families to come together and get to know each other will do wonders to keep Oak Harbor going strong.

6. What is your vision for our City and community?

Our city is a little slice of paradise. As touched on the question above, I believe growing our community and attractomg more people to move here will help our local economy. This does need to be controlled growth so that the logistical layout of our city continues to make sense. If I asked a non-islander what they think of Oak Harbor I would love for that answer to be "A beautiful city with a welcoming community". I believe we more often than not have accomplished that goal, and I would like to be a part of contuning to keep it that way.

7. Do you participate in or are involved in any contract(s) with the City of Oak Harbor? Please explain your involvement.

I do not currently participate in any contracts with the city.

8. Do you hold any other elected public office? If yes, please describe the offices held.

I do not hold any elected public office at this time.

9. Is there anything else that you may wish to add that would help us get to know you a little better?

I have a passion for this community and its people. I live and own a business in this city. My family will live in this community for a long time and I want to continue to do my part to contribute to it. I am confident in my abilities to be an active and thoughtful member of the city council. At the same time, I am not coming in with a single issue chip on my shoulder. Nor do I wish to come on thinking I know the answers to every issue. I am more than happy to talk to and learn from the experts and members of our community. Only by communicating with and learning from others can well thought out decisions be made on how to move our city forward.

Please return this completed application to the City Clerk at Oak Harbor City Hall, 865 SE Barrington Drive, Oak Harbor, WA 98277 **no later than 4:30 p.m. on Monday, July 6, 2016**. Applications received after 4:30 p.m. will not be accepted, and mailing post-marked applications will not be accepted.

The application and any correspondence should be addressed to:

**Julie Lindsey, City Clerk
Re: Council Member Recruitment
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277**

jlindsey@oakharbor.org

City of Oak Harbor
City Council Agenda Bill

Bill No. 11.a.
Date: August 5, 2020
Subject: Executive Session Per RCW
42.30.110 (1) (h) to discuss
Councilmember Applicants.
Action will follow upon return
to open session for the
Appointment to Councilmember
Position 7

FROM: Administration

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

Council interview of the applicants, followed by selection of one candidate to fill the vacancy. The selected applicant will be sworn into office by the City Clerk.

BACKGROUND / SUMMARY INFORMATION

Councilmember Bill Larsen vacated Position No. 7 effective May 15, 2020. Per RCW 42.12.070, the City Council must fill the vacancy within 90 days, which will be August 15, 2020.

The Council approved the procedure for filling the vacancy, including the timeline, application, and interview questions at their regular meeting of June 2, 2020. The vacancy was advertised in the legal section of the Whidbey News Times on June 6,13,20 and 27, 2020. Applications were due not later than July 6, 2020 at 4:30 p.m. Four (4) applications were received. All four applicants met the qualifications for the position.

At their special meeting of July 14, 2020, the Council was of unanimous consent to interview all four applicants at the August 5, 2020 Council meeting. All applicants were notified of their selections for interviews.

Following the interviews in the regular session of August 5, 202, the Council will move into Executive Session to evaluate the qualifications of the candidates for appointment to the vacant council position. Upon return to the regular session, the Council will make its decision and make the appointment to fill the vacancy. Per RCW 29A.24, the person selected will be sworn in at that time and will serve in that capacity until the ratification of the November 2021 General Election, following which, whomever is elected to Position No. 7 will take office immediately.

LEGAL AUTHORITY

Revised Code of Washington (RCW) 42.12.070 and 29A.24

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS