



NOTICE OF WORKSHOP MEETING
Council Chambers, 865 SE Barrington Drive

NOTICE IS HEREBY GIVEN that the Oak Harbor City Council will hold a Workshop Meeting on July 22, 2020 at 5:00 PM to discuss the following agenda items.

Due to COVID-19, there will be NO physical meeting location per WA Proclamation 20-28. The meeting may be viewed live on YouTube or Channel 10.

To listen to the live meeting, please call 623-404-900, Meeting ID: 148 114 2291

DATED this 17th Day of July, 2020.

Julie Lindsey, City Clerk

The City Council may meet informally in workshop sessions (open to the public) to do concentrated strategic planning, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive other similar information from the City Administrator, provided that all discussions and conclusions thereon shall be informal

Public comment is not normally taken at workshop meetings, although Council may allow, or request participation.

Times for each department are approximate.

CITY COUNCIL WORKSHOP MEETING AGENDA
JULY 22, 2020 AT 5:00 PM

5:00 P.M. MAYOR

- a. PROCLAMATION TO SHOP LOCALLY

5:05 P.M. ACTION ITEMS

- a. **ACTION ITEM:** AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH MRSC FOR AN INTERIM FINANCE DIRECTOR/CPA FINANCE CONSULTANT.
- b. **ACTION ITEM:** ENVIROISSUES ON-CALL CONTRACT, TIME EXTENSION
- c. **ACTION ITEM:** INTERLOCAL AGREEMENT: ISLAND COUNTY, TRANSPORTATION BENEFIT DISTRICT ARTERIAL OVERLAY - CHANGE ORDER #1

5:30 P.M. DEVELOPMENT SERVICES

- a. HEARING EXAMINER RFQ/RFP PROCESS UPDATE
- b. CBD CODE REVIEW - PREPARATION FOR MORATORIUM
- c. ZONING CODE REVISIONS: BUILDING HEIGHT DEFINITION AND ACCESSORY BUILDING STANDARDS
- d. PLAN REVIEW FEE COLLECTION

6:30 P.M.

ENGINEERING

- a. HILLSIDE PRD PROPOSAL - LETTER OF INTENT FOR MODELING

6:40 P.M.

MARINA

- a. US NAVY REQUEST FOR RIGHT OF ENTRY - CITY OF OAK HARBOR MARINA
- b. AUTHORIZATION TO SELL THREE VESSELS AND THE CONTENTS OF ONE STORAGE SHED FOR NON-PAYMENT OF MOORAGE AND STORAGE CHARGES.

7:00 P.M.

FINANCE

- a. COVID-19 - REVENUE IMPACTS

7:15 P.M.

FIRE DEPARTMENT

- a. FIRE DEPARTMENT 2019 ANNUAL REPORT

7:45 P.M.

ADMINISTRATION

- a. CITY ADMINISTRATOR REPORT

8:00 P.M.

CITY COUNCIL

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: July 22, 2020
Subject: a. Proclamation to Shop Locally

FROM: Mayor Robert Severns

SUMMARY STATEMENT

The City understands the challenges of our business community and wants to help support businesses during the crisis that COVID-19 presents.

The Chamber of Commerce joins with the City to encourage the community to shop and dine locally in support of business owners and employees.

ATTACHMENTS

1. [Proclamation - Oak Harbor Chamber of Commerce, Shop Local 2020](#)

City of Oak Harbor

OFFICE OF THE MAYOR
BOB SEVERNS
MAYOR



865 S.E. BARRINGTON DRIVE
OAK HARBOR, WASHINGTON 98277
(360) 279-4500

Proclamation

- Whereas:** Governor Inslee issued Proclamation 20-05 on February 29, 2020, which declared a State of Emergency for all counties throughout Washington State, because of the coronavirus disease 2019 (“COVID-19”); and,
- Whereas:** Governor Inslee issued Proclamation 20-25, “Stay Home, Stay Healthy,” on March 23, 2020, which was amended on April 2, 2020, to prohibit all people in Washington State from leaving their homes or participating in social, spiritual and recreational gatherings of any kind regardless of the number of participants, and all non-essential businesses in Washington State from conducting business, within the limitations therein, through May 4, 2020; and,
- Whereas:** the Governor announced on May 1, 2020 that the “Stay Home, Stay Healthy” restrictions would remain in place at least through May 31, 2020, and implemented “Washington’s Phased Approach for Reopening Business and Modifying Physical Distancing Requirements;” and,
- Whereas:** because of these restrictions imposed on non-essential businesses, local merchants have experienced economic and financial hardships; and,
- Whereas:** on May 23, 2020, Governor Inslee granted permission for Island County to move to Phase 2 of the “Stay Home, Stay Healthy” orders allowing businesses to open, if they meet new guidelines and requirements outlined by the “Phased Approach for Reopening the State;” and,
- Whereas:** on June 19, 2020, Governor Inslee granted permission for Island County to move to Phase 3 of the “Stay Home, Stay Healthy” orders allowing businesses to open, if they meet new guidelines and requirements outlined by the “Phased Approach for Reopening the State;” and,
- Whereas:** the Mayor has emergency powers because of COVID-19 under RCW 38.52.070 and OHMC Section 1.10.090 and Resolution 20-09; and,
- Whereas:** on June 7, 2020, Governor Inslee proclaimed everyone in Washington State must wear a cloth face covering when out in public and continue to maintain six (6) feet of physical distance from others; and,
- Whereas:** The Greater Oak Harbor Chamber of Commerce, “Chamber,” founded in April 1946, is made up of members of businesses, organizations, and individuals concerned with

the socioeconomic climate of the community who joined to create a collective voice; who is run by its members who elect a board to determine its policies and set goals, and the day-to-day operations are handled by the newly promoted Executive Director, Vicki Graham; and,

Whereas: The City understands the challenges of our business community and wants to help to help support businesses during this crisis; and,

Whereas: The Chamber joins with the City of Oak Harbor to join with them to encourage the community to shop local and dine local to support our local business owners, and employees, and remind the community when they shop local and dine local they do not have to go to other communities that are not in Phase 3 yet; and,

Whereas: I, Bob Severns, Mayor of the City of Oak Harbor, Washington, do hereby proclaim for everyone to *Mask Up!* and support local retail sales and dining establishments in the City of Oak Harbor.

Now Therefore, WE, Bob Severns, Mayor and Councilmembers of the City of Oak Harbor, do hereby proclaim

Shop Local

is encouraged in the City of Oak Harbor and the community is encouraged to support local businesses.

Signed this 22nd day of July, 2020

Robert Severns, Mayor

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: July 22, 2020

Subject: **a. Action Item: Authorize the Mayor to sign a Professional Services Agreement with MRSC for an Interim Finance Director/CPA Finance Consultant.**

FROM: Emma House, Director Human Resources

SUMMARY STATEMENT

Authorize the Mayor to sign a Professional Services Agreement with Municipal Research and Services Center (MRSC) for an Interim Finance Director/CPA Finance Consultant for the month of August 2020.

The hourly billing rate will be \$250.00 per hour, and travel expenses. The total cumulative time for finance consultant services shall not exceed \$13,000 without prior City Council approval.

Scope of Services to include:

- To provide interim Finance Director, CPA oversight.
- To oversee finance department services, City financial statements, and City-wide budget.
- To assess City finance department services, financial statements, City-wide budget.
- To assess employee responsibilities, staffing levels and hierarchy, and systems access.
- To provide recommendations to fill the full-time Finance Director vacancy.
- To provide recommended implementation changes to the Finance Department.
- To facilitate and assist the Mayor and City Council with the biennial budget calendar.

ATTACHMENTS

1. [PSA with MRSC for an Interim Finance Director/CPA Finance Consultant](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND MUNICIPAL RESEARCH AND SERVICES CENTER (MRSC)
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and Municipal Research and Services Center (MRSC), a local government resource center ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with finance consultant services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

- (3) Term. The term of this Agreement shall commence on August 1, 2020 and shall terminate at midnight, August 31, 2020. The parties may extend the term of this Agreement by written mutual agreement.
- (4) Nonassignable. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.
- (5) Employment. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.
- (6) Indemnification/Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- a. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- b. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types and coverage described below:
 - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - iv. Professional Liability insurance appropriate to the Consultant's profession.
- d. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:
 - i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

- iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
 - e. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
 - f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - g. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
 - h. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - i. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - j. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- (7) Discrimination Prohibited and Compliance with Equal Opportunity Legislation. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the

provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

(1) Payments.

- a. The Consultant shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed Thirteen Thousand Dollars (\$13,000) without prior City Council approval. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit "A", the City shall pay Consultant a mutually agreed amount.
- b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include:
 - (i) a summary of previous invoices;
 - (ii) current invoice amount;
 - (iii) total current monthly billing;
 - (iv) amount authorized under this agreement; and
 - (v) total authorized amount still remaining under the agreement.

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

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

(3) Maintenance/Inspection of Records. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant

shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

(1) Notices.

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

**EMMA HOUSE, HR DIRECTOR
CITY OF OAK HARBOR
865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277**

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

**MUNICIPAL RESEARCH AND SERVICES CENTER (MRSC)
2601 4TH AVENUE, SUITE 800
SEATTLE, WA 98121**

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

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

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

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

(4) Extent of Agreement/Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

(5) Severability.

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

shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

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

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

(8) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

(9) Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Island County Superior Court.

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

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

DATED this _____ day of _____, 2020.

CITY OF OAK HARBOR

MUNICIPAL RESEARCH AND SERVICES CENTER (MRSC)

By: _____

By: _____

Print: Robert Severns, Mayor

Print: _____

Approved as to form:

Anna Thompson, Interim City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Services to include:

- To provide interim Finance Director, CPA oversight.
- To oversee finance department services, City financial statements, and City-wide budget.
- To assess City finance department services, financial statements, City-wide budget.
- To assess employee responsibilities, staffing levels and hierarchy, and systems access.
- To provide recommendations to fill the full-time Finance Director vacancy.
- To provide recommended implementation changes to the Finance Department.
- To facilitate and assist the Mayor and City Council with the biennial budget calendar.

Charges for finance consultant services are based on hourly rates for professional staff. Mike Bailey's hourly billing rate for matters within the Scope of Work will be \$250.00 per hour, and travel expenses. The total cumulative time for finance consultant services shall not exceed \$13,000 without prior City Council approval. The consultant listed above may consult with other colleagues in the center when possible and appropriate, and to provide services at a lower rate. Rates for any matters unrelated to the Scope of Work under a new engagement will be negotiated separately by the City and Municipal Research and Services Center.

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

Date: July 22, 2020

Subject: **b. Action Item: Enviroissues
On-Call Contract, Time Extension**

FROM: Cathy Rosen, Director Public Works

SUMMARY STATEMENT

On October 1, 2020 City Council approved two contract extensions with Enviroissues for work involving the interpretative center and Phase 2 of Windjammer Park. With the onset the COVID crisis, much of the public involvement work associated with this work became impossible and the progress was delayed. With the contract set to expire, staff recommends extending the contract to a timeframe where the activities can take place.

The original Contract amount of \$68,730 for Amendment No. 2 and N0. 3 remains unchanged.

CITY COUNCIL PREVIOUS ACTIONS

- November 6, 2018 - City Council authorized the Mayor to sign the Professional Services Agreement with EnviroIssues, Inc. for Public Involvement Services related to the new wastewater treatment plant and Windjammer Park with Exhibits A and B totaling to the amount of \$89,400.
- August 22, 2019 - City Council authorized the Mayor to sign the Professional Services Amendment No. 1 with EnviroIssues, Inc. to extend the contract time for Public Involvement Services related to the new wastewater treatment plant and Windjammer Park without any cost.
- These contract amendments were discussed at the August 22, 2019 Council Workshop.
- October 1, 2019 - City Council authorized the Mayor to sign the Professional Services Amendment No. 2 for the Clean Water Facility Interpretative Center for \$29,125 and Amendment No. 3 for Public Involvement Services for \$39,605 related to Windjammer Park Phase 2 with EnviroIssues, Inc.

FISCAL IMPACT DESCRIPTION

Funds Required: _____ \$0.00 _____

Appropriation Source: _____ Multiple Utility Funds/General Fund

RECOMMENDED ACTION

Authorize the Mayor to sign the no cost contract extension to Consultant Agreement Amendment No. 2 for the Clean Water Facility Interpretative Center and Amendment No. 3 for Public Involvement Services related to Windjammer Park Phase 2 with EnviroIssues, Inc.

ATTACHMENTS

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: July 22, 2020
Subject: c. ACTION ITEM: Interlocal Agreement: Island County, Transportation Benefit District Arterial Overlay - Change Order #1

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

SUMMARY STATEMENT

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing 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.

BACKGROUND/SUMMARY INFORMATION

On June 2, 2020 the City Council authorized the Mayor to ask Island County Public Works to negotiate a change order to add SE Bayshore Drive and Dock Street Improvements the 2020 TBS/2020 Street Overlay Project based upon the low bid prices that were received. City Staff had estimated the cost of the change order to be \$237,963.00.

Island County Public Works, along with City of Oak Harbor staff, met with Krieg Construction on July 16, 2020 to discuss the request and negotiate the added street overlay projects.

Per the attached Island County Change Order #1, the cost for this added work is \$202,145. This will bring the total cost of the 2020 Street Overlay Project portion to \$663,415.

Original Bid received from Krieg Construction Inc: \$463,929.00 (2020 Street Overlay Project)

Added cost for Change Order #1: \$202,415.00

Total 2020 Street Overlay Cost: \$666,344.00

The revised estimated cost allocation is as follows:

2020 TBD Project: \$328,615.65

2020 Street Overlay Project: \$666,344 (including additive work)

The total estimated cost for all the work is \$944,959.65

LEGAL AUTHORITY

FISCAL IMPACT

Funding Source:

2020 Street Overlay Project: str##02.con.173.020 BARS#102.00.595.31.6300

PREVIOUS COUNCIL/BOARD/CITIZEN INPUT

- June 2, 2020 Authorized the Mayor to have Island County negotiate a Change Order to add SE Bayshore and Dock Street.
- May 15, 2018: City Council adopted Ordinance 1835 to establish Transportation Benefit District #1.
- July 9, 2019: City Council adopted Resolution No. 19-16 to place a measure on the November ballot to collect a portion of sales to fund Transportation Benefit District #1.
- November 5, 2019: The citizens of Oak Harbor approved through a vote, the collection of a portion of sales tax to be used to pay for local street repairs, which includes chip sealing and pavement overlay.
- February 26, 2020: City Council received a project briefing at the monthly workshop.
- March 3, 2020: City Council authorized the Mayor to sign the Interlocal Agreement with Island County to seek bids for and manage the project.

ATTACHMENTS

1. [Revised Cost Allocation \(with Change Order #1\)](#)
2. [Change Order #1 Krieg Construction/Island County](#)

2020 TBD /2020 ARTERIAL PROJECT COST ALLOCATION

Krieg Construction
Bid Prices 5/14/2020

2020 TBD

2020 ARTERIALS

Item			
Mobilization	\$38,000.00		\$38,000.00
Roadway Surveying	\$2,500.00		\$7,000.00
SPCC Plan	\$500.00		\$500.00
Roadway Excavation	\$16,800.00		\$16,800.00
Minor Change	\$5,000.00		\$5,000.00
Planing Bituminous Pavement	\$35,958.00	\$3,595.80	\$32,362.20
CSBC	\$25,000.00		\$25,000.00
HMA - Ft. Nugent	\$198,075.00		\$198,075.00
Const. Signs Class A	\$2,880.00		\$2,880.00
HMA	\$232,100.00	\$123,013.00	\$109,087.00
3rd Party Traffic Control Labor	\$4,650.00	\$2,325.00	\$2,325.00
Flaggers	\$40,300.00	\$20,150.00	\$20,150.00
Chip Seal		\$163,781.65	
Other temporary Traffic Control	\$9,000.00	\$9,000.00	
Traffic Control Supr.	\$6,000.00	\$3,000.00	\$3,000.00
Reimbursement for Contract Management		\$3,750.00	\$3,750.00
HMA -Bayshore Drive			
HMA - Dock Street			
SUB-TOTAL	\$616,763.00	\$328,615.45	\$463,929.20
Total Price (including Change Order)			

PROJECT IDENTIFICATION: Contract No. JL 01111-0702, CRP 20-01, JL 01117-0804 CRP 20-01, JL01117-0904 CRP 20-01 Contractor: KRIEG CONSTRUCTION, INC. 70 SLEEPER RD OAK HARBOR, WA 98277 Sign Route: NA Fed Aid No.: NA Project Title: 2020 WHIDBEY ISLAND HMA OVERLAYS CRP 20-01	<input checked="" type="radio"/> Change ordered by County Engineer under terms of Section 1-04.4 of the Standard Specifications and Contract Special Provisions <input type="radio"/> Change proposed by Contractor Endorsed by: <u>Krieg Construction, Inc.</u> Contractor Firm Name Signature _____ Date _____ Title: _____ Consent given by Surety: (when required) BY: _____ Attorney in Fact _____ Date _____
---	--

DESCRIPTION OF WORK

You are ordered to perform the following described work upon receipt of an approved copy of this change order as described below:

1

- Add or modify quantities of the following bid items to Schedule A - Whidbey Island JL 01111-0702 CRP 20-01
- Decrease pay item A52 HMA CL. 3/8 IN. PG64-22 BYRD DR by 172 TON.
 - Increase pay item A58 FLAGGERS, 60 HOUR
 - Increase pay item A60 OTHER TRAFFIC CONTROL LABOR MIN BID \$46.10, 15 HOUR
 - Add Bid Item No. A63 Standard Item 5766, HMA CL. 3/8 IN. PG64-22 VIEWCREST RD, 210 TON
 - Add Bid item No. A64 Standard Item 5766, HMA CL. 3/8IN. PG64-22 MITSCHER DR, 197 TON
 - Add Bid item No. A65 Standard Item 5766, HMA CL. 3/8IN. PG64-22 RICKOVER DR, 215 TON
 - Add Bid Item No. A66, Standard Item 0001, MOBILIZATION (CO1), LS
 - Add Bid Item No. A67, Standard Item 6973, OTHER TEMPORARY TRAFFIC CONTROL (CO1), LS
 - Add Bid Item No. A68, Standard Item 6974, TRAFFIC CONTROL SUPERVISOR (CO1), LS

2

- Add or modify quantities of the following bid items to Schedule C - City of Oak Harbor JL 01117-0904 CRP 20-01
- Increase pay item C004 FLAGGER, 160 HOUR
 - Increase pay item C005 OTHER TRAFFIC CONTROL LABOR MIN BID \$46.10, 30 HOUR
 - Increase pay item C010 PLANING BITUMINOUS PAVEMENT 8900 SY
 - SE Dock Street: starting at SE Bayshore north ~150 ft to start of sidewalk / new asphalt seam. Curb to Curb
 - SE Bay Shore Dr: starting at SE City Beach St to SE Pioneer Way; not including intersections. Fogline to fogline.
 - Increase pay item C011, CONSTRUCTION SIGNS CLASS A, 384 SF
 - Add Bid Item No. C018, Standard Item 5766, HMA CL. 3/8 IN. PG 64-22 BAYSHORE DR, 1400 TON
 - Add Bid item No. C019, Standard Item 5766, HMA CL. 3/8 IN. PG 64-22 SE DOCK ST, 65 TON
 - Add Bid Item No. C020, Standard Item 0001, MOBILIZATION (CO1), LS
 - Add Bid Item No. C021, Standard Item 6973, OTHER TEMPORARY TRAFFIC CONTROL (CO1), LS
 - Add Bid Item No. C022, Standard Item 6974, TRAFFIC CONTROL SUPERVISOR (CO1), LS

5 additional days will be added to the contract.

All work, materials, and measurements shall be in accordance with the provisions of the Standard Specifications and Special Provisions for the type of construction involved.

<input type="radio"/> Major Change	Original Contract Amount	Current Contract Amount	Estimated Net Change This Order	Estimated Contract Total After Change
<input checked="" type="radio"/> Minor Change	\$ 2,838,742.00	\$ 2,838,742.00	\$ 255,565.00	\$ 3,094,307.00

Approval Recommended Approved

Signature Date

Project Engineer

By:

Approval Recommended Approved

Signature Date

William E. Oakes, P.E.
By: DIRECTOR/COUNTY ENGINEER

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

Date: July 22, 2020
Subject: a. Hearing Examiner RFQ/RFP
Process Update

FROM: Cac Kamak, Interim Development Services Director and Anna Thompson, Interim City Attorney Development Services

SUMMARY STATEMENT

The City's current contract with the Hearing Examiner ends in November. Staff has collected some initial information from surrounding communities on how they use the Hearing Examiner services and what type of contracts they currently have. The discussion at the workshop will help staff determine the type of contract/services the City would like to have when the current contract expires.

ATTACHMENTS

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: July 22, 2020

Subject: b. CBD CODE REVIEW -
PREPARATION FOR
MORATORIUM

FROM: Cac Kamak, AICP, Interim Director Development Services

SUMMARY STATEMENT

Staff will make a presentation regarding the ongoing work to revise the Central Business District (CBD) zoning code. Based on the previous discussion with the Planning Commission and the City Council, several topics will be addressed in detail. They include:

1. In the LIHI decision, Judge Hancock's commentary regarding wording within the Purpose and Intent statement that indicates residential uses are required and other contradictory items within that section of the code. Staff has proposed a number of minor changes within that section that will clarify the intent, as well as remove some stumbling blocks to clear and concise transmission of that information.
2. The consolidation and simplification of the use list. Currently, the CBD section lists 63 principal permitted uses along with additional accessory permitted uses and conditional uses. Staff has categorized many of the uses and created new, categories that are easy to understand and administer without being too specific and easily outdated. Also noted in Judge Hancock's decision was the interpretation of 'principal' versus 'accessory' permitted uses. An option to consider is to remove the 'accessory' permitted uses in this case, as they seemed to introduce more confusion and do not offer much in the way of benefit.
3. Dimensional standards – as noted previously, the CBD is the only zone district in the city that does not have specific standards for lot size. Options can be considered for potential lot width and depth minimums that can help guide rational development in the future and prevent the creation of separation strips and other anomalies.

The presentation will include these and other concepts in greater detail. Discussions at the workshop will help staff in creating a draft ordinance.

ATTACHMENTS

1. [OHMC Chapter 19.20 - Article VIII. CBD - Central Business District](#)

Article VIII. CBD – Central Business District

19.20.300 Purpose and intent.

The central business district (CBD) is intended to preserve and enhance the unique harbor location of the city's heritage with the character of the traditional center of social, cultural and retail activity. Mixed use developments, combining retail and visitor-oriented activities on the ground floor with office, retail and residential uses above, are required. Within the district, pedestrian-oriented activity is encouraged. Standards and design guidelines are adopted to enhance and maintain a pedestrian-friendly environment. Incentives are also provided to encourage the development of mixed use projects. Subdistricts CBD-1 and CBD-2 are created in order to provide for flexibility of residential development within specific areas of the central business district. Large surface parking lots are not encouraged. Shared clustered parking areas in the middle of blocks are allowed away from street frontages. Access driveways are to be kept at a minimum to promote safety and convenience of pedestrians. (Ord. 1671 § 6, 2013; Ord. 1573 § 1, 2010; Ord. 1555 § 8, 2009).

19.20.305 Principal permitted uses.

In a central business district (CBD, CBD-1 or CBD-2), the following are principal permitted uses (for the purposes of this district only, uses considered to be "retail" are denoted with an (R)):

- (1) Antique shop (R);
- (2) Artist's studios and supplies (R);
- (3) Bakery, retail only (R);
- (4) Bank;
- (5) Barber and beauty shops;
- (6) Bars (R);
- (7) Bed and breakfast inns subject to the following conditions:
 - (a) There shall be a full-time manager domiciled on the premises.
 - (b) Signs shall meet the requirements of OHMC 19.36.030.
 - (c) Bed and breakfast inns shall not be located in noise subdistrict C as that area is shown on the city of Oak Harbor's official zoning map.

(d) If exterior lighting is proposed for the bed and breakfast inn, it shall be downward directed so as not to impact adjacent properties.

(8) Bed and breakfast rooms (residential or commercial) subject to the following conditions:

(a) A resident or manager is domiciled on site.

(b) Signs shall meet the requirements of OHMC 19.36.030.

(c) Bed and breakfast rooms (residential or commercial) shall not be located in noise subdistrict C as that area is shown on the city of Oak Harbor's official zoning map.

(d) If exterior lighting is proposed for the bed and breakfast room (residential or commercial), it shall be downward directed so as not to impact adjacent properties.

(9) Bicycle shop (R);

(10) Billiards and pool hall (R);

(11) Blueprinting;

(12) Bookstore (R);

(13) Brew pub (R);

(14) Camera and supply shop (R);

(15) Clothes and apparel shop (R);

(16) Cocktail lounge (R);

(17) Coffee house (R);

(18) Confectionery store (R);

(19) Conference center;

(20) Data processing facility;

(21) Delicatessen (R);

(22) Department store (R);

(23) Dry cleaners;

- (24) Furniture shop (R);
- (25) Florist shop (R);
- (26) Gift shop (R);
- (27) Grocery store, neighborhood, provided gross floor area shall not exceed 12,000 square feet (R);
- (28) Hardware store (R);
- (29) Hobby shop (R);
- (30) Hotel and motel;
- (31) Ice cream shop (R);
- (32) Interior decorator studio (R);
- (33) Jewelry store (R);
- (34) Leather goods store (R);
- (35) Music store (R);
- (36) Offices;
- (37) Office supply and equipment store (R);
- (38) Pet shop (R);
- (39) Pharmacy and drug store (R);
- (40) Photographic film processing and associated retail sales (R);
- (41) Photographic studio and supplies;
- (42) Photocopying;
- (43) Post office;
- (44) Printing shop;
- (45) Residential uses, provided:

(a) In the CBD district: mixed use sites with multiple street frontages may locate dwelling units on the ground level on any street frontages other than Pioneer Way;

(b) In subdistricts CBD-1 or CBD-2: dwelling units may be the primary use of the site;

(46) Restaurant, including sidewalk cafe (R);

(47) Schools for the fine arts;

(48) Shoe repair shop (R);

(49) Shoe store (R);

(50) Sporting goods shop (R);

(51) Tailor shop (R);

(52) Tavern (R);

(53) Taxi service;

(54) Theater;

(55) Tobacco shop (R);

(56) Toy store (R);

(57) Travel agencies;

(58) Trophy shop (R);

(59) Upholstery shop;

(60) Variety store (R);

(61) Visitor information center;

(62) Other uses similar to those identified above and having equal or less impact on the purposes of this section. (Ord. 1671 § 6, 2013; Ord. 1573 § 1, 2010; Ord. 1555 § 8, 2009).

19.20.310 Accessory permitted uses.

In a central business district (CBD, CBD-1, or CBD-2), the following are accessory permitted uses:

(1) A use customarily incidental and subordinate to a principal use permitted outright;

(2) On-site hazardous waste treatment and storage facilities as an accessory use to any activity generating hazardous waste and lawfully allowed in this zone; provided, that such facilities meet the state siting criteria adopted pursuant to the requirements of RCW 70.105.210;

(3) Television satellite dish reflectors, roof-mounted and within building setback lines not to exceed the height limitations and other standards as set out in OHMC 19.20.320; provided said height limitation may be increased when such height is permitted per OHMC 19.28.040 and 19.28.050. (Ord. 1671 § 6, 2013; Ord. 1573 § 1, 2010; Ord. 1555 § 8, 2009).

19.20.315 Conditional uses permitted.

The following principal uses and their accessory uses may be permitted in a central business district (CBD, CBD-1, or CBD-2) when authorized by the hearing examiner:

(1) Coffee kiosk;

(2) Dancehall;

(3) Governmental buildings for administrative or protective services;

(4) Health club;

(5) Land reclamation with water-dependent marine development;

(6) Parking lots or garages not in conjunction with permitted uses;

(7) Places of entertainment and amusement, if conducted within a wholly enclosed building;

(8) Private nursery school, kindergarten, or child day care center not qualifying as a home occupation on a legal lot; provided, there is established in connection therewith an outdoor play area having a minimum area of 1,000 square feet plus an additional 50 square feet for each child in excess of eight;

(9) Public utility and communications facility;

(10) Transit terminals;

(11) Swimming pools or beaches, public or private;

(12) Other uses similar to uses permitted or conditionally permitted and normally located in the central business district; provided, that there shall be no manufacturing, compounding, processing or treatment of products other than that which is essential to the retail store or business where all such products are sold on the premises. (Ord. 1671 § 6, 2013; Ord. 1573 § 1, 2010; Ord. 1555 § 8, 2009).

19.20.320 Density provisions.

In CBD, CBD-1 and CBD-2, the following density provisions apply:

(1) Allowable density:

District	Minimum	Maximum
CBD	None	None
CBD-1	9 du/ac	None
CBD-2	13 du/ac	None

(2) Minimum lot area, no limitation;

(3) Minimum lot width, no limitation;

(4) Minimum lot depth, no limitation;

(5) Minimum front yard, no limitation, except when opposite a residentially zoned property, then a 10-foot front yard is required. Front yard setback may also be increased to 10 feet if needed for traffic safety; front yard setback shall be provided so as to maintain a 12-foot sidewalk measured from the existing curb or future curb line;

(6) Minimum side yard, no limitation except when abutting a residentially zoned property, then 10 feet each. For corner lots, side yard may also be increased to 10 feet if needed for traffic safety;

(7) Minimum rear yard, no limitation except when opposite a residentially zoned property, then 10-foot rear yard is required or except when abutting a public street where the setback may be increased to 10 feet if needed for traffic safety;

(8) Maximum building height; 35 feet; except:

(a) In CBD: building height may be increased to 45 feet if ground floor retail space (as defined in OHMC 19.20.300) is developed in conjunction with a residential use;

(b) In CBD-2: building height may be increased to 45 feet for residential development (without a retail component);

(c) In CBD: building height may be increased to 45 feet for nonresidential uses or mixed use projects upon approval of the design review board and by providing additional urban amenities as defined in the Oak Harbor commercial and industrial design guidelines;

(d) In CBD: building height may be increased to 55 feet for nonresidential uses or mixed use projects upon approval of the design review board and by providing additional urban amenities

as defined in the Oak Harbor commercial and industrial design guidelines. The design review board shall specifically review the proposed project and building height for its impacts on waterfront and mountain views and require reasonable mitigation as necessary;

(9) Maximum lot coverage, no limitation;

(10) Parking.

(a) Nonresidential Uses. There shall be no required parking for nonresidential uses; except, however, if parking is provided, it shall meet the parking space size and access requirements of OHMC 19.44.110;

(b) Residential uses shall provide parking per Chapter 19.44 OHMC, except that guest parking need not be provided. If guest parking is provided it shall meet the parking space size and access requirements of OHMC 19.44.110;

(c) Any parking provided beneath a permitted residential use shall be enclosed;

(d) No more than 50 percent of the gross floor area along pedestrian-oriented streets may be used for residential parking;

(11) Design Standards.

(a) Development shall be in accordance with the provisions of the Oak Harbor commercial and industrial design guidelines;

(b) Residential development shall have ground level access independent of nonresidential uses from an inside lobby, elevators and/or corridors, from an enclosed interior court, or from other separate access provisions;

(c) Nonresidential development along Pioneer Way, between SE City Beach Street and SE Midway Boulevard, shall meet the following standards:

(i) Ground-floor, nonretail development shall not comprise more than 50 percent of the lineal street frontage of the lot;

(ii) Window areas for nonresidential portions of a building's facades shall not be less than 40 percent or greater than 60 percent of the total facade area;

(iii) Conformance with the above standards shall be determined by using the design guideline applicability standards established under OHMC 19.48.040;

(d) Residential development in subdistrict CBD-1 or CBD-2 shall be under a planned residential development per Chapter 19.31 OHMC;

(e) Nonresidential development with building heights greater than 45 feet, as approved by the design review board, shall provide a minimum of 450 square feet of pedestrian-oriented space (as defined in the Oak Harbor commercial and industrial design guidelines) plus an additional 25 square feet for each vertical foot of building height above 45 feet;

(f) All buildings in the CBD greater than three stories must set back upper stories by at least 10 feet. (Ord. 1671 § 6, 2013; Ord. 1573 § 1, 2010; Ord. 1555 § 8, 2009).

19.20.325 Conditions governing permitted uses.

All principal uses permitted outright in a CBD, CBD-1, or CBD-2 district shall meet the following conditions:

(1) All business, service, repair, storage, or merchandise display shall be conducted within a wholly enclosed building, except for the following:

(a) Off-street parking and loading;

(b) Food and drink service in connection with cafes, restaurants or other eating establishments.

(2) The use of property must not result in the creation of offensive odors or offensive or harmful quantities of dust, smoke, exhaust fumes, noise or vibration.

(3) Landscaping and buffers shall be constructed and maintained in accordance with the provisions of Chapter 19.46 OHMC. (Ord. 1671 § 6, 2013; Ord. 1573 § 1, 2010; Ord. 1555 § 8, 2009).

19.20.330 Site plan and design review required.

Site plan and design review shall be required as per Chapter 19.48 OHMC. (Ord. 1671 § 6, 2013; Ord. 1573 § 1, 2010; Ord. 1555 § 8, 2009).

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: July 22, 2020

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

FROM: Cac Kamak, AICP, Interim Director Development Services

SUMMARY STATEMENT

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.

BACKGROUND

Two sections of the OHMC 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)

The following paragraph appears as item #10 in the R-1 through R-4 zoning districts 'Density' sections. Staff has identified issues with the paragraph that are outlined below. A revised version of the subject paragraph is provided after the analysis of the current wording.

*Original OHMC: "A **single-story** accessory building containing less than 600 square feet of **floor area** may be constructed **within five feet** of either sideline or rear property line provided there is six feet of unencumbered space between the principal structure and the accessory building. Accessory buildings shall not have a metal finish except when the finish is listed by the manufacturer or approved by the building department as a nonglare finish. The **maximum floor area** of an accessory structure shall not exceed 50 percent of the floor area of the primary structure"*

"Single-story" - Staff discussion centered around the total height of the building rather than how interior space was utilized. The current wording would seem to preclude the use of a garage with storage loft or other type of second-story or attic space. Viewing this from a form-based code perspective, the exterior appearance should be the driving concern of impact to the neighborhood. In this text, height is not addressed: a 35-foot tall building could be built immediately adjacent to the property line. Proposed wording addresses this concern by the provision of a one-for-one increase in height above a standard 15-foot limitation, in other words, a 20-foot tall structure would be allowed with a 5-foot increase in setback.

"Floor area" - One key potential impact to neighboring properties is the size of the building which should be guided by footprint and height. Utilizing floor area confuses the issue if more than one story is utilized. Staff notes that 'building area' is already defined within the OHMC and can be utilized in this context without further changes or complication to the code.

“Within five feet” - has no meaning as a setback. “Within” could mean zero feet or five feet or anything between. A set distance of five feet has basis in maintenance – being able to access the space to remove vegetation or debris, keeping roof drainage on site, and in the building code, which requires 10-foot separation between buildings.

“Maximum floor area” - should be referred to by the existing designation of ‘building area’ as noted above.

Staff has identified these issues through the process of utilization of the code and application of the standards. Each of these above items have been singled out as being confusing or potentially in conflict with other sections of the zoning or building codes. With some minor changes to the respective code sections (listed above), staff feels that the application of this code will be streamlined in its practical application as well as explanation to the public.

Proposed revision: An accessory building or buildings of less than 600 total square feet in building area and 15 feet in building height may be constructed in the rear yard a minimum of five feet from property lines and providing ten feet of unencumbered space between the principal structure and the accessory building. Additional building height is permitted with a corresponding increase in setback up to the maximum height in the zone district; or, location within the principal building setbacks. The exterior design of accessory buildings shall match or complement the design and materials of the primary structure on the property. The maximum building area of an accessory structure shall not exceed 50 percent of the building area of the primary structure.

The proposed revision clarifies the total footprint that an accessory structure may occupy, refers to a maximum height as defined by the OHMC, places a specific number on setback requirements, and allows provision for increased height with an increased setback. In addition, staff strengthened the aesthetic requirement to better ensure that accessory buildings better blend into the built environment.

Building Height Definition (Section 19.08.115)

The building height definition is currently measured from the corners of the property on which a building is proposed or constructed instead of the corners of the building itself. This distinction has created difficulties for developers; on sloping lots, buildings are limited in height below what would be allowed if the building height were measured at the building corners, as is the case in many codes. Because of this, some developers have resorted to complicated boundary line adjustments or attempts at creating new lots to make the regulation work, creating extra processing time and potential future property issues.

Original OHMC: “Building height” means the vertical distance from the average natural grade level to the highest point of the coping of a flat roof or the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. Average natural grade shall be defined as the average elevation of the highest corners and the lowest corners of the lot or parcel.

Some codes, such as Anacortes's, insert additional caveats including buildings on corner lots and other variables. There does not seem to be a reason for increasing the complexity of this section of code; the change below simply moves the average measurements to relate to the building rather than

the lot.

Proposed revision : “Building height” means the vertical distance from the average natural grade level to the highest point of the coping of a flat roof or the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. Average natural grade shall be defined as the average elevation of the highest and lowest corners of the building.

This seemingly minor change in wording will likely have a significant effect on development within the city, not from changing the heights of buildings, but of streamlining the process of development. Currently, staff is aware of several projects that have been affected some way by this code section, notably, the Park Terrace apartment project is on several different lots designed specifically to allow for the 3-story buildings to be constructed on the site. The processing of the lot adjustments and associated access and other easements added significant time to the review and approval of that project.

RECOMMENDED ACTION

Staff is presenting these proposed code amendments for review and discussion with the intent of making any minor adjustments and returning with draft ordinance text for review at a future meeting.

ATTACHMENTS

1. [Red-lined version of proposed code changes](#)

(10) An ~~single-story~~ accessory building or buildings containing less than 600 square feet ~~of floor area in building area and 15 feet in building height~~ may be constructed in the rear yard a minimum of within five feet ~~from~~ of either sideline or rear property lines and provideding ten feet there is six feet of unencumbered space between the principal structure and the accessory building(s). Additional building height is permitted with a corresponding increase in setback up to the maximum height in the zone district; or, location within the principal building setbacks. The exterior design of Accessory buildings shall match or complement the design and materials of the primary structure on the property. ~~not have a metal finish except when the finish is listed by the manufacturer or approved by the building department as a nonglare finish.~~ The maximum building floor area of an accessory structure shall not exceed 50 percent of the building floor area of the primary structure;

“Building height” means the vertical distance from the average natural grade level to the highest point of the coping of a flat roof or the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. Average natural grade shall be defined as the average elevation of the highest corners and the lowest corners of the building lot or parcel.

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: July 22, 2020
Subject: d. Plan Review Fee Collection

FROM: Cac Kamak, AICP, Interim Director Development Services

SUMMARY STATEMENT

Staff will introduce a text amendment to discuss revisions to OHMC Section 17.05.030 [2] to consider a change to 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 to consider is to require the fee at the time of application. Staff will introduce the topic for discussion.

ATTACHMENTS

1. [OHMC Section 17.05.030](#)

17.05.030 Permit fees.

The city of Oak Harbor hereby adopts the following fee schedule for the building code:

(1) Building Permit Fees Adopted. For determining the value of a structure, the most current issue of the Building Safety Journal Magazine, which offers the square foot construction costs table as published by the International Code Council, is adopted by reference.

(2) Plan Review Fees Adopted. When submittal documents are required by the International Building Code Section 107, a plan review fee shall be paid at the time of issuance of the building permit. The said plan review fee shall be 65 percent of the building permit fee as determined in Table 17-1 listed in the master fee schedule adopted by resolution of the city council. The plan review fees specified are separate fees from the permit fees and are in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittals items, an additional plan review fee shall be charged at the rate shown in Table 17-2 listed in the master fee schedule adopted by resolution of the city council.

(3) International Property Maintenance Code. A fee for an on-site compliance inspection by the building official or his representative shall be as set forth by Table 17-2, Miscellaneous Building Inspection Fees, listed in the master fee schedule adopted by resolution of the city council. Upon such application and payment of the fee herein provided the building official shall notify the applicant of the date and time of the inspection.

(4) Uniform Swimming Pool, Spa and Hot Tub Code. The fees for swimming pools, spas, and hot tubs shall be as set forth in Table 17-5, Plumbing Permit Fees, listed in the master fee schedule adopted by resolution of city council.

(5) International Energy Conservation Code, Residential. A fee for an on-site compliance inspection by the building official or his representative shall be as set forth by Table 17-2, Miscellaneous Building Inspection Fees, listed in the master fee schedule adopted by resolution of the city council. Upon such application and payment of the fee herein provided the building official shall notify the applicant of the date and time of the inspection.

(6) International Energy Conservation Code, Commercial. A fee for an on-site compliance inspection by the building official or his representative shall be as set forth by Table 17-2, Miscellaneous Building Inspection Fees, listed in the master fee schedule adopted by resolution of the city council. Upon such application and payment of the fee herein provided the building official shall notify the applicant of the date and time of the inspection. (Ord. 1838 § 1, 2018; Ord. 1696 § 75, 2014; Ord. 1660 § 3, 2013; Ord. 1599 § 3, 2011; Ord. 1514 § 4, 2007).

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: July 22, 2020

Subject: a. Hillside PRD Proposal - Letter
of Intent for Modeling

FROM: Jim Bridges, City Engineer Public Works

SUMMARY STATEMENT

Staff will update City Council regarding negotiations on the letter of intent on Hillside PRD.

ATTACHMENTS

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: July 22, 2020

Subject: a. US NAVY REQUEST FOR
RIGHT OF ENTRY - CITY
OF OAK HARBOR MARINA

FROM: Chris Sublet, Harbormaster

SUMMARY STATEMENT

The City has received a formal request from the U. S. Navy (attachment A) to allow them entry into the Oak Harbor Marina property for military training purposes. The Navy also included a Right of Entry agreement (attachment B), which outlines the terms and conditions. It should be noted that the Right of Entry agreement does include a termination clause should the City decide to terminate the agreement early.

The Navy trainees will perform exercises within the water column in Oak Harbor which would include the launching and recovering of watercraft from the boat ramp in the marina, insertion and extraction of trainees using various watercraft from an objective area, and diving and swimming to objective areas after being deployed from watercraft.

In an effort to avoid disturbing live-aboard tenants in the marina, the training activities could identify the areas in which these tenants are moored and avoid those areas while conducting training. Additionally, the underlying goal of the training is stealth and leaving no trace, so even if members of the public are in the vicinity while training is being conducted, they will likely have no indication these events are taking place.

The Navy's training staff and operators will give 24 hours' notice to the City's Police Department, and any other points of contact identified, prior to deploying trainees to the site for training to take place.

ATTACHMENTS

1. [Letter from US Navy](#)
2. [Right of entry agreement](#)



DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND NORTHWEST
1101 TAUTOG CIRCLE
SILVERDALE, WASHINGTON 98315-1101

11011
Ser AM1.CW/20-00297

The Honorable Mayor Robert Severns
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

Dear Mayor Severns:

On behalf of the Navy, I am writing to request entry to the City of Oak Harbor Marina property for military training purposes. Entry would allow Navy personnel access to waters within the marina to perform multiple valuable training activities and will not interrupt your facilities' regular operations. Your support would enable continued military readiness and preparation for active duty operations.

Enclosed is an example of the Right of Entry Agreement you will be asked to sign, should you be willing. Your response is respectfully requested no later than July 30, 2020. Please contact Realty Specialist Mr. Connor Watson at (360) 396-0274, or e-mail connor.watson@navy.mil with your decision or any questions you may have.

Sincerely,

MICHAEL D. BRADY
Real Estate Contracting Officer

Enclosure

RIGHT OF ENTRY AGREEMENT

In consideration of the assistance and benefits as described herein, the City of Oak Harbor (herein after referred to as the “Owner”), located at 1301 SE Catalina Drive, Oak Harbor, WA, 98277, hereby grants to the UNITED STATES OF AMERICA, DEPARTMENT OF THE NAVY, its employees, agents, contractors and subcontractors (collectively known as the "Government"), a right of entry upon the premises described below and shown on “Exhibit A”, attached hereto and made part hereof, located in the State of Washington, with the following terms and conditions, effective beginning on 4 January 2021 and ending on 3 January 2026, unless sooner terminated under the terms and conditions herein set forth. The Government may renew the term of this agreement, for three (3) additional periods of five (5) years upon written notice of its intention to renew no later than ninety (90) days prior to the expiration of the current term.

Premises: Island County Parcel R13201-160-0920 and as depicted in “Exhibit A.” (Currently being drafted.)

Purpose: The Owner grants to the Government a right to enter upon, including the right of ingress and egress by land or coastal/shore in areas, and occupation of the lands described in Exhibit A for military training exercises any time after execution of this agreement for military training purposes during the term of this Right of Entry Permit.

Ownership of Tools and Equipment: All tools, equipment, and other property taken upon or placed upon the Premises by the Government shall remain the property of the Government and will be removed by the Government within one month after the expiration of this right of entry.

No Warranty: Owner grants this right of entry without warranty, either express or implied, regarding title to or the suitability of the condition of the Premises. The Government shall not hold Owner liable for any shortage or defect in any part of the Premises or on account of theft of, or damage to, the Government's tools, equipment or other property taken or placed upon the Premises or any physical injury, death or disability of Government employees, trainees, or other personnel associated with the purpose of this Agreement, except where such loss, damage, injury, death, or disability is caused by the fault or negligence of the owner.

Liability Limits: The Government agrees to be responsible for damages arising from the activity of the Navy, its officers, employees, authorized representatives (including contractors) on the Owner’s land, in the exercise of the rights under this right of entry, to the extent authorized by law, including the Federal Tort Claims Act (28 U.S.C. § 2671 et seq.).

The Owner shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the Government's use and occupation of such premises pursuant to this right of entry, nor for the damages to the property of or injuries to the Government, or others who may be on the premises at the Government's invitation, except where such damages or injuries are due to the fault or negligence of the Owner.

The Government shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises by the Owner, its agents, servants, or employees, or others who may be on the premises at the Owner's invitation, except where such damages or injuries are due to the fault or negligence of the Government.

Termination: Owner may terminate this right of entry in the event the Government fails to comply with the terms and conditions of this instrument or in the event of a change of ownership or use of the Premises that Owner deems inconsistent with continued Government use of the premises. Prior to terminating this right of entry, Owner shall give the Government no less than thirty (30) days' notice. Government shall have (30) days from receipt of said notice to remedy any failure to comply with the terms and conditions of this right of entry.

Compliance with Laws: All activities performed by the Government on the Premises will be performed in a lawful and prudent manner and in compliance with applicable laws, rules, and regulations, and will not unreasonably interfere with Owner's normal activities. The following activities are not permitted: (a) no explosives and/or live ammunition may be expended for training purposes except as needed for safety or in an emergency; and (b) personal flares may not be used except to alert rescue personnel to the unit's location.

No Assignment: The Government may not assign this right of entry or the rights and obligations set forth herein, in whole or in part.

Points of Contact: Owner: Robert Severns, Mayor
City of Oak Harbor
(360) 279-4503

Navy: Connor Watson, Realty Specialist
NAVFAC NW
360-396-0274

Consideration: Owner acknowledges as good and valuable consideration the benefits to be derived from this Right of Entry including improved security, vandalism deterrence

and trespassing deterrence on the Premises.

Authority: The signatories below represent that they are authorized to execute this Agreement on behalf of the parties.

Entire Agreement: This instrument contains the entire agreement between the parties and supersedes any prior understanding, whether written or verbal.

In Witness hereof, the parties hereto have mutually agreed upon the terms and conditions of this instrument and caused it to be executed as below subscribed:

OWNER

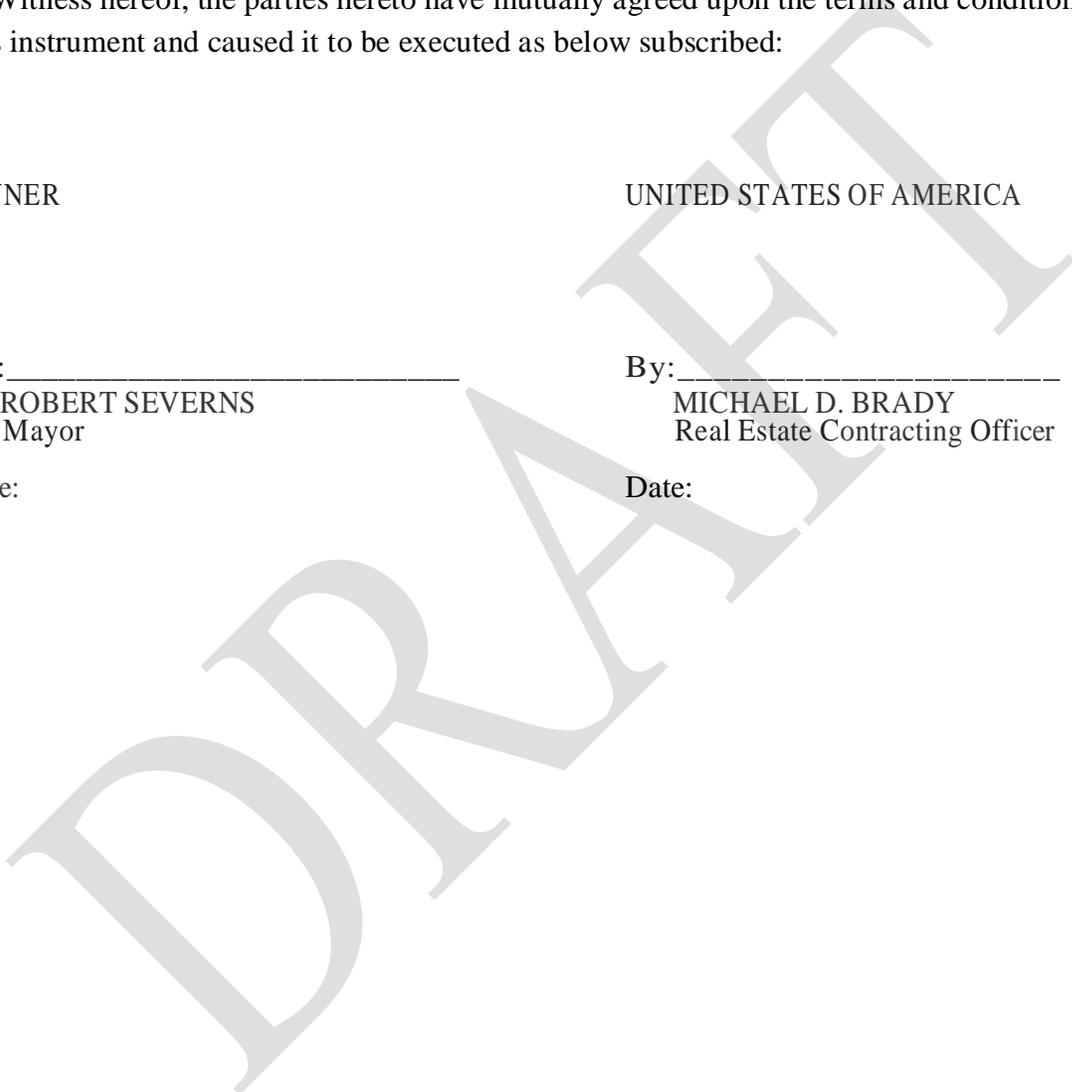
UNITED STATES OF AMERICA

By: _____
ROBERT SEVERNS
Mayor

By: _____
MICHAEL D. BRADY
Real Estate Contracting Officer

Date:

Date:



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

Date: July 22, 2020
Subject: b. Authorization to sell three vessels and the contents of one storage shed for non-payment of moorage and storage charges.

FROM: Chris Sublet, Harbormaster Marina

SUMMARY STATEMENT

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.

ATTACHMENTS

1. [Bill Foster Attachment 1](#)
2. [Killgore-Downer, Cynthia](#)
3. [Budler, Rodney](#)
4. [Litrenta, Maria](#)



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,

A handwritten signature in black ink that reads "Chris Sublet".

Chris Sublet
Harbormaster



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.

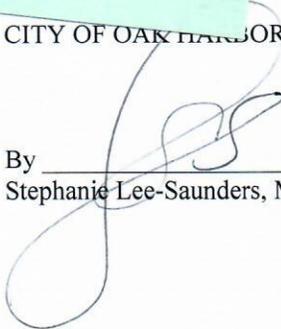
The amount owing to date is \$754.42. Failure to pay this amount *in full* or to commence legal proceedings for the return of your vessel within ninety (90) days of the above-stated date may result in your vessel being offered for sale at public auction.

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

We look forward to the prompt payment of your account and a satisfactory resolution of the issues.

To Council

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 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



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



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.

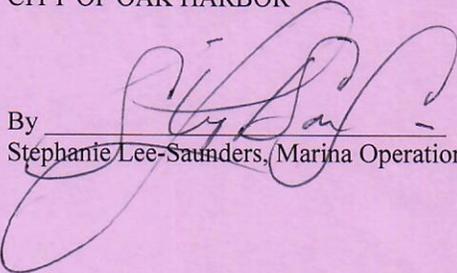
The amount owing to date is \$2104.51. Failure to pay this amount *in full* or to commence legal proceedings for the return of your vessel within ninety (90) days of the above-stated date may result in your vessel being offered for sale at public auction.

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



March 25th

Phil Litrenta
1236 Canterbury Lane
Oak Harbor WA , 98277

Date: 03/11/20

9171 9690 0935 0246 8943 16

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
slec@oakharbor.org



Marina

9171 9690 0935 0246 8942 55

July 2, 2020

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Maria Litrenta
1236 Canterbury Lane
Oak Harbor, WA 98277

Re: Storage Shed 1-20

Dear Mrs. Litrenta:

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 contents of the above-referenced storage shed at public auction to recover "Marina charges".

Very truly yours,

Chris Sublet
Harbormaster



June 6, 2020

**FIRST CLASS MAIL
RETURN RECEIPT REQUESTED**

Maria Litrenta
1236 Canterbury Lane
Oak Harbor WA , 98277

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 _____
Chris Sublet, OH Harbor Master

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: July 22, 2020

Subject: a. COVID-19 - REVENUE
IMPACTS

FROM: PATRICIA SOULE, CPA FINANCE DIRECTOR

SUMMARY STATEMENT

Will present the impacts to revenue based on April State Shared Revenue, May County Shared Revenue and City Revenue for June.

ATTACHMENTS

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: July 22, 2020
Subject: a. Fire Department 2019 Annual Report

FROM:

SUMMARY STATEMENT

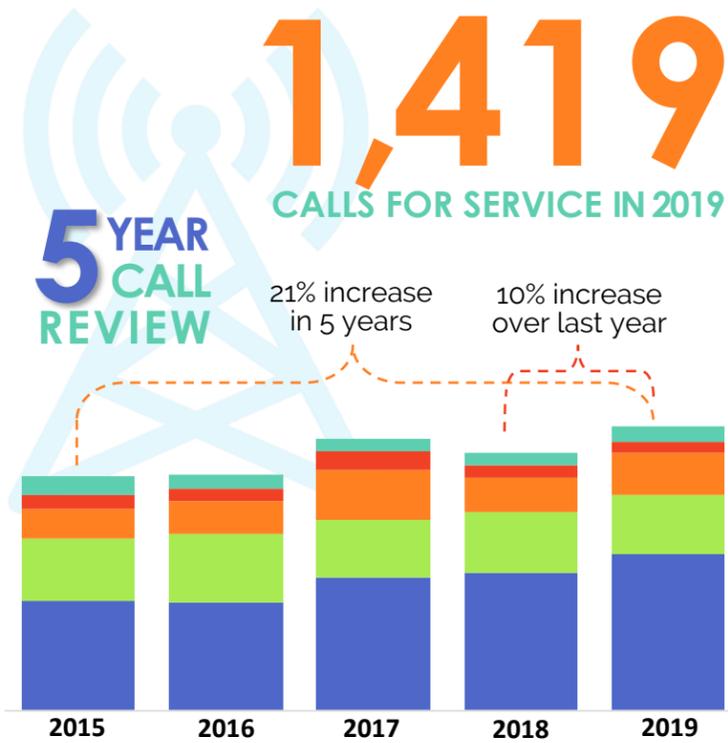
ATTACHMENTS

1. [2019 Annual Report](#)



City of Oak Harbor FIRE DEPARTMENT 2019 ANNUAL REPORT

CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON



call response by type per year

	2015	2016	2017	2018	2019
EMS/RESCUE	545	536	665	684	781
AFA/Good Intent	317	350	287	310	299
SERVICE	149	159	251	170	211
FIRE	68	65	91	59	53
OTHER	94	67	68	68	75
Total	1,173	1,177	1,362	1,291	1,419

* Other call type includes: hazardous conditions, severe weather, and miscellaneous

CHIEF'S MESSAGE



Ray Merrill
FIRE CHIEF

Welcome!

People first: The City of Oak Harbor is fortunate to have our dedicated firefighters. Your fire

department is comprised of 11 career firefighters (including myself), 1 administrative assistant, and 32 paid on call firefighters. A combination department has saved the City's General Fund hundreds of thousands of dollars over the years. **All our members are dedicated, enthusiastic, and passionate about their involvement with the department.**

The department responded to 1,419 calls for assistance in 2019, a 10% rise in call volume from 2018 and a 21% increase in calls for the last 5-years. We experienced a sharp decline in the total number of structure fires and our fire loss is low in comparison to other years.

Major problems were discovered during the annual inspection of our **26-year-old ladder truck**. Seagrave Fire Apparatus, the manufacturer of the truck, was consulted and determined the truck could be refurbished. It was transported to Clintonville, Wisconsin and five months later returned with the problems corrected. **Refurbishment cost \$230,000 and added 7-10 years to the life span of the apparatus.** Replacement cost for a new 100-foot ladder truck is about \$1.5 million.

The City of Oak Harbor **Comprehensive Emergency Management Plan** was reviewed and updated. The plan was outdated and did not meet the current Federal guidelines. After being completely revamped, the new, final plan was approved by WA State Dept of Emergency Management and is now in effect for the next 5 years.

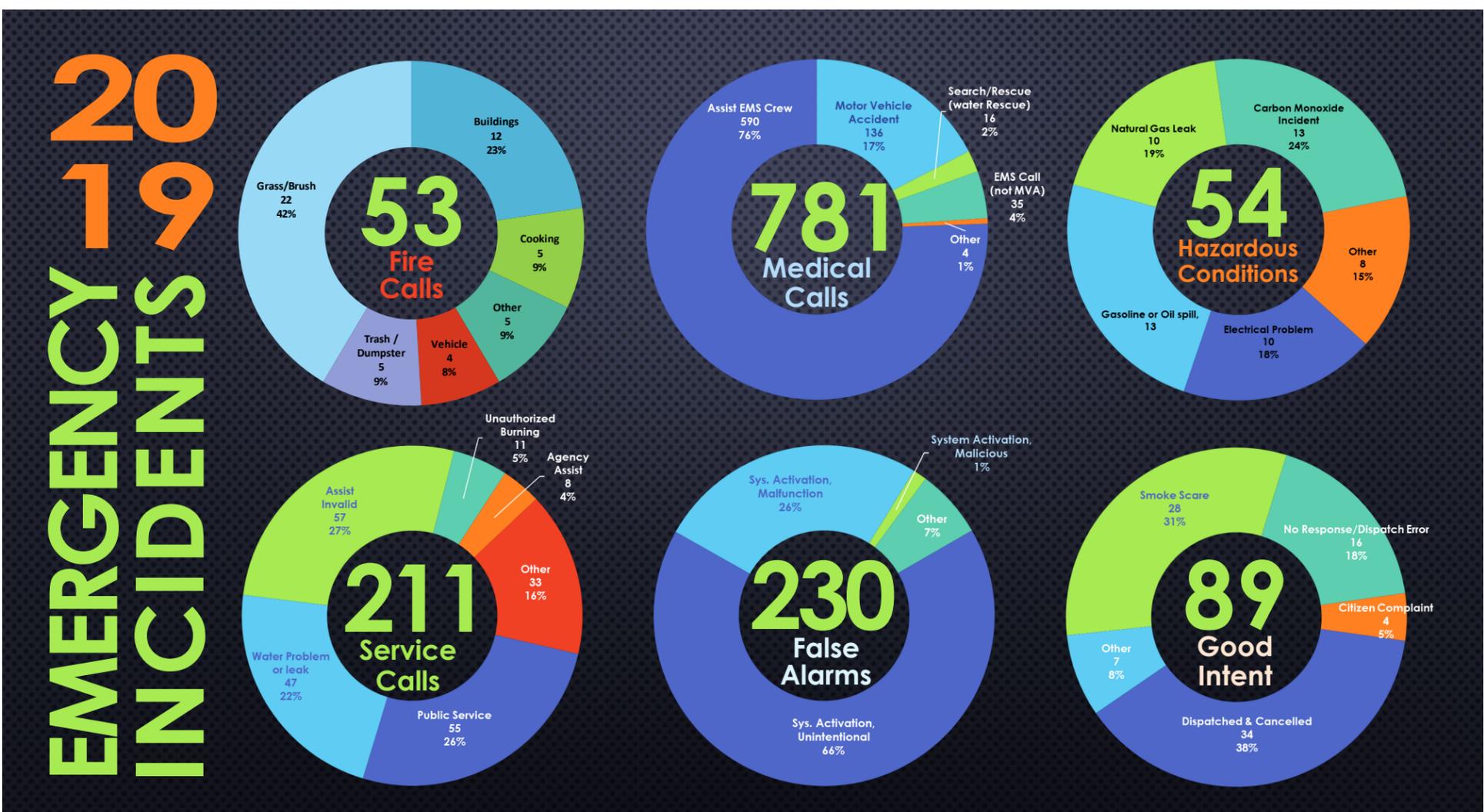
The department is planning training specific to elected officials in emergency management, including mass casualty drills and operations

of our Emergency Operations Center. Training will make us more efficient and prepared in the event of a major disaster.

2020 and beyond: as the City continues to grow, we are formulating a **strategic plan** for a fire station in the southwest zone of the City. The plan includes funding for the building and staffing of the station. An element of the long-range plan includes fire apparatus. Our two 21-year-old fire engines are due for replacement within the next four years.

In closing I would be remiss if I did not thank each of the members of this great fire department. They all do an outstanding job; they are here when needed. **We have a great team – who are here to serve, here to protect, and here to keep safe the citizens and visitors of Oak Harbor.**

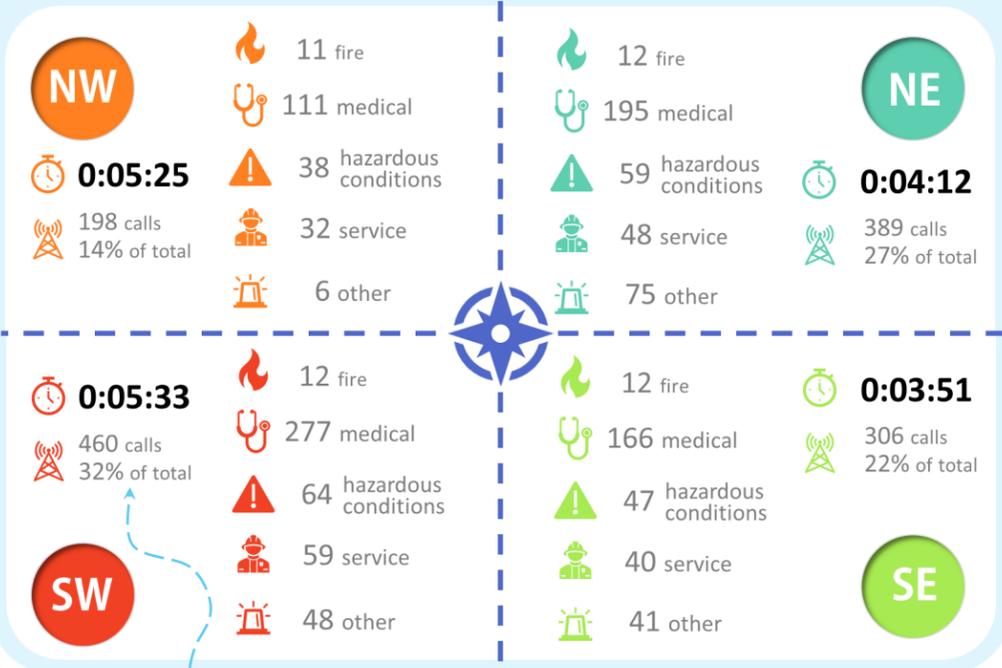
Please feel free to contact me at 360-279-4701 or stop by the fire station should you have any questions, concerns, or input. **We are here to serve you.**



OAK HARBOR FIRE DEPARTMENT



Response time for all calls (1,419 calls, all zones) for 2019 was **0:04:49**



Oak Harbor is growing. A 2016 study determined that a 2nd fire station in the SW zone would reduce response times and better serve the Oak Harbor community.

5,523

HOURS SPENT TRAINING

1,604 course hours offered to employees

- Fire • Fire Investigation • Medical • Fire Officer Development • Technical Rescue • Public Education • Administration • Hazardous Materials • Apparatus Driver and Operator • Disaster Preparedness • WAC 296-305 • WA Survey & Rating Bureau • WA State Department of Health • Island County Recruit Firefighter Academy • Ongoing development • Live Fire Evolution

26

EMPLOYEE CERTIFICATIONS
12 NEW | 14 RE-CERTS

PUBLIC EDUCATION 2019

CPR/FIRST AID CLASS SESSIONS 15

AWARDED RIDES TO SCHOOL/WORK 9

2,178 FACEBOOK FOLLOWERS

200 CITIZENS CPR CERTIFIED

HOSTED 6 CHILD CAR SEAT SAFETY EVENTS

PREVENTION

The City of Oak Harbor Fire Department prevents fires by providing code enforcement through plan review, fire investigation, public education, and emergency planning and preparedness.

\$26,500
TOTAL FIRE LOSS

\$1,218,000
VALUE OF PROPERTY SAVED

14 FIRES INVESTIGATED

- 1 intentionally set / arson
- 2 caused by unattended cooking
- 2 by overheating equipment
- 3 caused by smoking materials
- 3 from faulty electrical wiring
- 3 undetermined

48 PERMITS ISSUED

- Fire Alarm Systems (New or modified) • Fire Sprinkler System Modification • Heating Oil Tank • Decommissioning • Hood and Duct Suppression Systems • Beer Tent • Fire Stand • Fireworks Display

982
Businesses Inspected for safety

24
New Occupancy Inspections

- Fire & Life Safety Inspections**
- Each Business, Each Year
 - Performed by on-duty crew
 - Eliminate unsafe behaviors
 - Correct unsafe conditions in buildings and facilities

1,130
Violations Corrected



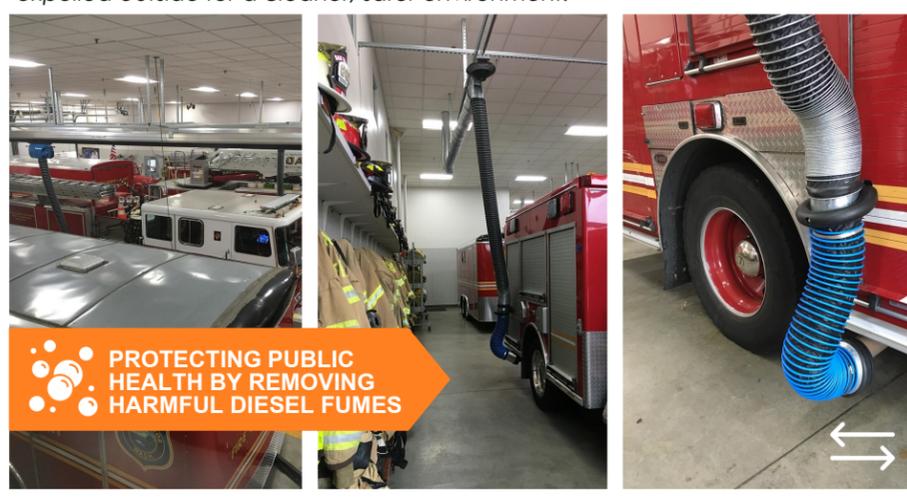
Command 800 was updated to a 2019 Ford F250 crew cab. The unit replaced a 1998 Tahoe SUV (repurposed to our fire marshal's vehicle) and provides added space for tools and equipment. This unit is usually first on scene to an emergency.



REFURBISHED FOR ANOTHER 10 YEARS SERVICE

After the aerial ladder failed, City Council made the decision to refurbish Ladder 81. This meant shipping it back to the Seagraves factory in Wisconsin. The \$230,000 refurbishment bought 7-10 additional years of service. New in 1992, the truck cost \$352,000, the cost to replace today is over \$1.5 million.

Station 81 received an exhaust extrication system to remove harmful diesel fumes from the building. Fumes are captured at the sources, filtered and expelled outside for a cleaner, safer environment.



PROTECTING PUBLIC HEALTH BY REMOVING HARMFUL DIESEL FUMES

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: July 22, 2020
Subject: a. City Administrator Report

FROM: Blaine Oborn, City Administrator

SUMMARY STATEMENT

City of Oak Harbor Mission Statement:

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

The following is the City Administrator's Report to City Council presented at the July 22, 2020 workshop:

ADMINISTRATION

- Arts Commission:
 - The Arts Commission was able to meet on July 16, 2020 at The Center.
 - The Commission is planning to ask the City Council to change the planned “Tao” Sculptures location from the Pocket Park adjacent to Office Max to the Scenic Heights Park location and add an additional \$675 for sales tax.
 - The Commission is finalizing the criteria for the proposed Acorn Sculpture and hopes to advertise for the Request for Qualifications/Proposal soon and is re-evaluating the proposed location.
 - The Commission will bring forward a request for funding for the Driftwood Day Event planned for September 5, 2020.
 - The Commission is planning to ask the City Council for approval to locate one of the Joseph Kinnebrew sculptures at the Office Max Pocket Park.
- Legislative Outreach:
 - City Administrator participated in June Council of Governments meeting.
- Oak Harbor Main Street Association (OHMSA):
 - The OHMSA sign installation in Beeksma Park is scheduled for July 21.
 - The OHMSA is working with City staff on downtown beautification and landscaping.
- Economic Development:
 - CARES Grant update provided under communications.
 - Broadband Backbone Feasibility Study with the Coupeville Port Authority Grant is near completion.
 - Continue working with Anacortes on Wet Fiber: The City is close to finalizing the Professional Services Agreement with the City of Anacortes for the fiber installation from Pass Lake to Sharps Corner. Also, staff is continuing to evaluate leak detection opportunities as part of Wet Fiber, and installation of Wet Fiber to the Ault Field Road

reservoir.

- The City Administrator is now a Board Member of the Economic Development Council for Island County and participated in the Annual Meeting and the July Board Meeting.
- Whidbey Island Marathon 2020/2021:
 - Evaluating proposed date considering recent COVID-19 Phase 3 changes.

COMMUNICATIONS

- COVID-19
 - Continuing to monitor information and update the City website and social media as needed
 - Provided signage for cloth face covering requirement from Governor Inslee
- CARES Grant Funding
 - Distribution of CARES binders to Selection Committee
 - Jay Lovelady started as the new Program Assistant (sits in Administration office area)
 - Mailing out Professional Service Agreements to the 69 applicants approved by the Selection Committee and City Council to receive funding
 - Verifying if 13 applicants identified as disqualified have items that meet Federal requirements
 - One applicant dropped out of the process
 - Tracking funds and identifying potential programs to use remaining funding (PPE and outdoor dining)
- Electronic Newsletters (eNews) – see attached reports
 - Mayor’s Snapshot (monthly from Mayor to staff/community)
 - Leadership Matters (monthly from City Administrator to staff)
 - COVID-19 (from HR as needed for new policies)
- Electronic Sign (ESign) at Beeksma/Gateway Park
 - Updated with messages and events
- Promoting (sharing)
 - Staff updates and recruitments
 - Water Quality Report
 - Island County Programs for COVID-19
 - Census
- Economic Recovery
 - Participated in second Spark call to take notes and discuss COVID-19 impacts to businesses
 - Attended Buxton Dashboard training
- Informational Technology (IT) projects
 - Researching number of external websites for City projects
 - Website cleanups with Municode and staff
 - Working on addressing technical issues with Channel 10 server
 - Identifying improvements to allow for improved tracking of City related communications, news, etc. on multiple platforms
- Chamber of Commerce
 - Presented to the Greater Oak Harbor Chamber of Commerce at the July 16 Luncheon with the Mayor about updates from the City (attached)

- Created Shop Local Proclamation

DEVELOPMENT SERVICES

- Permits and Development applications are continuing to be accepted online and by email. Computer hardware and software upgrades, where possible, are being done to support the internal workflow as well as supporting telecommuting to increase safety and limit impacts as recommended by the Governor.
- The doors downstairs will mirror open times with upstairs. However, internal access between upstairs and downstairs will be limited to employees only. Appropriate signs will be posted informing customers about COVID-19 protocols.
- The Housing Action Plan and the work with consultants on the Bluff Conservancy Area was initiated.
- The July Planning Commission is scheduled for July 28. The meeting is planned to be conducted similarly to City Council with all parties participating via teleconferencing. Mayor is working to appoint one vacant Commission seat.
- The Historic Preservation Commission meeting for July is cancelled, the next planned meeting is August 27.
- Need to verify with Island County the status of JPA review.

FINANCE DEPARTMENT

- Presenting an update on COVID-19 impacts to revenues at the July 22 Council Workshop.
- Continue to monitor spending and revenue during the COVID-19 Phases.
- Administration working on a contract with Mike Bailey, CPA, Interim Finance Director.
- Information Technology has been transferred from Finance to Administration.
- Stephanie Chavez transferred from Accounting Assistant-Cashier to AP/Payroll to replace Amy Stevens, who transferred to Public Works. New Accounting Assistant-Cashier employee Sonney Wolfe started on July 13.

FIRE DEPARTMENT

- The FD has been actively involved with Island County Department of Emergency Management (DEM) as the drop-off location for all incoming supplies from Washington State DEM, and the main distribution point for DEM, including all fire departments, hospital, care facilities, and medical facilities. The department has communications almost daily with Island County DEM, Whidbey Health, and the hospital's EMS department.
- The Fire Chief has been meeting with Administration and Island County Health Director Keith Higman to discuss the impact of the Governor's orders on Island County and the impact on community events.
- Currently working with FEMA on grant recovery for the January and February 2020 storms.
- Begin negotiations with the hospital for the EMS grant that expires in December 2020.
- Reviewing the Island County DEM contract for their use in the Emergency Operations Center (EOC).
- Beginning the recruiting process for paid on call firefighters.

HUMAN RESOURCES

- New Hires or Internal Staffing Changes:
 - Senior Administrative Assistant for Public Works – employee Amy Stevens transferred from Payroll/Accounts Payable on June 16
 - Payroll/Accounts Payable – employee Stephanie Chavez transferred from Accounting Assistant-Cashier, Utilities on June 22
 - CARES Grant Program Assistant – new employee Jay Lovelady began employment on June 29, currently working in Administration
 - Accounting Assistant-Cashier, Utilities – new employee Sonney Wolfe began employment on July 13
 - Parks Specialist I – employee Brian Rivers will be transferring from Storm Drain/Wastewater Collections on August 1
- Current Vacancies and Recruitment Status:
 - Police Officer – Lateral or Entry Level Police Officer (ELPO) – accepting applications
 - Paid on Call Firefighters – accepting applications
 - Temporary Administrative Assistant-Engineering – recruitment canceled, was due to employee leave of absence, employee has resigned, and vacancy is being reviewed
 - Water Supervisor – interim assignment for Lead Water Chris Price
 - Water Specialist I – vacancy, not open for recruitment, probationary employee resigned
 - Storm Drain/Wastewater Collections Specialist I – vacancy is being reviewed, current employee transferring to Parks on August 1
 - Development Services Director – 2nd round of interviews scheduled for week of July 27
 - City Attorney – vacancy, interim assignment to Anna Thompson and contract with Weed Graafstra & Associates, Inc.
 - PW Operations Manager (Parks) – upcoming internal recruitment due to retirement at end of August, if not filled internally will open externally
 - Director Finance – interim contract with MRSC and recruitment will begin

MARINA

- The Marina Advisory Committee met on July 6 at The Center.

POLICE DEPARTMENT

- Training three new officers who have graduated from the training academy.
- Continuing to handle calls for service.
- Conducted various in person and online training for all staff members, including bias training, firearms, use of force and other.
- Promotion of new Sergeant.
- Adapting to national, state and local changes.
- Preparing for Accreditation, with “mock-accreditation” taking place at the end of July and anticipating the actual Accreditation “inspection” in August or September.

PUBLIC WORKS

- Clean Water Facility (CWF):
 - CWF and Windjammer Park Financials for June 2020 are attached
 - Navy connecting to CWF proposal:
 - Mayor, City staff, Shawn Koorn (HDR consultant), Michael Borrero (Carollo consultant), and Larry Munns (former NASWI CO consultant) have continued to meet internally to prepare for continued discussions with the Navy
 - The City intends to give the Navy a counter proposal at the July 23, 2020 meeting with the Department of the Navy
- Engineering Division:
 - Windjammer Promenade Pedestrian Ramp: Project is complete. Preparing close out documents.
 - Waterfront Pedestrian Improvements: Installation of new ADA ramps at the intersection of Bayshore and Dock Street will begin July 20.
 - 2020 Transportation Benefit District (TBD)/2020 Street Overlay Project: Construction to Begin in late August. Negotiating Change Order to add Bayshore/Dock Street grinding and overlay of new pavement.
 - Pasek Vault Project: Preparing final Bid Documents to advertise the project for construction. Anticipated start of construction mid-September.
 - Freund Marsh Drainage: Negotiating Letter of Intent with Wrights Crossing to perform drainage analysis.
 - Windjammer Park Pedestrian Bridge Replacement Project: Consultant engineering analysis work completed on July 10. Waiting on final report.
- Streets Division:
 - 2020 TBD/2020 Street Overlay Project: Support work is ongoing
 - 2020 Road Striping: Ongoing
 - City Wide Brush encroachment/removal on going
- Parks Division:
 - The Park Board meetings have been cancelled for April-July. The next park Board meeting will be in August. Staff will have the first kickoff meeting with David Evans and Associates on July 24 for the Harbor Heights Park project.
 - All park facilities and playgrounds, except the splash park (Shipwreck Shores) are now open. The Splash Park will remain closed this season due to COVID-19. The kitchens have been opened and are available for reservations.
 - All Youth Sports have been starting to practice in accordance with Phase 3 COVID-19 guidelines.
 - Staff will be meeting with Sunrise Rotary representatives within the next few weeks to discuss the expansion of the Sunrise Rotary Dog Park.

SENIOR SERVICES

- Successfully completed virtual Aging Mastery Program and looking to offer another virtual Aging Mastery Program series. Senior Services received \$1,320 from NCOA for producing this program. Individuals are welcome request at home Aging Mastery Program Starter Kits at no cost.
- Implementing a new software to allow for contactless online registrations for programs and services at The Center.

- The Lords Garden is delivering fresh produce to The Center on Tuesdays at 10 am and it will be available next to the book table between 10 a.m. and 2 p.m. or until gone.
- Continuing to add virtual programs, including starting virtual yoga in August along with the aerobic, strength, & balance exercise class with Bernice.
- The Center has hosted multiple City Board and Commission meetings. The available space at The Center allows for these groups to meet with required social distancing measures.

ATTACHMENTS

1. [eNews and Facebook Reports](#)
2. [Mayor's Presentation at Chamber of Commerce Luncheon 07/16/2020](#)
3. [CWF Financials 06/30/2020](#)
4. [Windjammer Park Financials 06/30/2020](#)

Mayor's Snapshot Report

	Date	6/10/2020
	Title	Congrats OHHS Seniors
	Visits	173
	Dates Visited	6/10 - 6/21
By Traffic Source	Facebook	98
	Websites	5
	Email	52
	Direct	18
	<1 min	85
Interaction (Time Spent)	1 min	31
	2-5min	13
	5-10min	8
	10+min	7
Outgoing Links	oakharbor.org	
	oakharbormainstreet.org/dine	
	coronavirus.wa.gov	
	Oakharbor.org coronavirus	
	bit.ly/WADOHFoodStoreGuide	
	www.irs.gov/coronavirus/economic-impact-payment-information-center	
Button Clicks	facebook.com	1
	YouTube	
	Outgoing Links	
	Health Screening Locations	30
	Farthest Request for Info	Ireland

Leadership Matters Report

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

COVID-19 UPDATES (HR)

	Date	6/9/2010
	Time	Keeping You Informed
	Visits	161
	Dates Visited	6/9 - 7/15
By Traffic	Websites	
Source	Direct	32
	Email	129
	<1min	11
Time	1 min	5
Spent	2-5min	0
	5-10min	2
	10+min	10
	Outgoing links	8
	Locations	14
	Farthest	Kennewick

Facebook Report: June 2020

New Page Likes 61

New Page Followers 65

Top three posts during reporting period

Post Details Hiring - Dev Svcs Director

Post Date 6/26/2020

Total People Reached 5,569

Reaction Breakdown			
		On Post	On Shares
Like	54	43	11
Love	4	1	3
Wow	1	1	0
Comments	5	2	3
Shares	22	21	1
Total	86	68	18

Total Post Clicks	382
Total Photo Views	41
Link Clicks	54
Other Clicks	287
Hide Posts	0
Hide All Posts	0
Report as Spam	0
Unlike Page	0

Post Details Utility Assistance

Post Date 6/18/2020

Total People Reached 4,478

Reaction Breakdown			
		On Post	On Shares
Like	29	17	12
Love	4	2	2
Comments	3	2	1
Shares	49	49	0
Total	85	70	15

Total Post Clicks	47
Total Photo Views	16
Link Clicks	10
Other Clicks	21
Hide Posts	0
Hide All Posts	0
Report as Spam	0
Unlike Page	0

City of Oak Harbor
Published by Sabrina Combs [?] · June 26 · 🌐

City of Oak Harbor Career Opportunity
Director of Development Services

Responsible for the overall direction, leadership, management, supervision, and administration of the Development Services Department including planning, building, and economic development with a one-stop permitting center for planning, zoning, engineering plan review, development plan review, and building permitting and inspection functions. The position functions as a managing professional with responsib... See More

NOW HIRING
DIRECTOR DEVELOPMENT SERVICES
<https://bit.ly/2CK76G2>

City of Oak Harbor
#OHCareers

City of Oak Harbor is sharing a COVID-19 Update.
Published by Sabrina Combs [?] · June 18 · 🌐

Rent, Mortgage, and Utility Assistance from Island County
More details available at
<https://www.islandcountywa.gov/Humanservices/Pages/Home.aspx>
#IslandCountyCARES

ISLAND COUNTY HUMAN SERVICES
Rent, Mortgage, and Utility Assistance
Housing Support Center
360-678-8284
Online referral form
[HTTPS://BIT.LY/2N5UPAU](https://bit.ly/2N5UPAU)

If you household income has decreased as a direct result of COVID-19, and you are in arrears or unable to pay in full the pending rent/mortgage installment you may be eligible for assistance.

Funds will be distributed in the form of rent, mortgage, or utility payments on behalf of households whose primary residence is within Island County.

Documents to verify identity and income and a brief screening to determine program eligibility for this financial assistance must be confirmed before issuing payment on behalf of a household.

Program ends 10/31/20 #IslandCountyCARES

Facebook Report: June 2020

Post Details What's Open? - Phase 3

Post Date 6/19/2020

Total People Reached 4,374

Reaction Breakdown			
		On Post	On Shares
Like	131	64	67
Love	24	14	10
Comments	27	6	21
Shares	45	43	2
Total	227	127	100

Total Post Clicks	661
Total Photo Views	334
Link Clicks	57
Other Clicks	270
Hide Posts	0
Hide All Posts	1
Report as Spam	0
Unlike Page	0

City of Oak Harbor is i sharing a COVID-19 Update. ...

Published by Sabrina Combs [P] · June 19 · 🌐

Happy Friday! Island County is approved for Stage 3.

More details available at <https://www.oakharbor.org/commun.../state-and-county-updates>

Approval letter from Washington State Department of Health available at https://www.oakharbor.org/.../higman_island_county_phase_3_ap.....

[See More](#)

SAFE START WASHINGTON:
What's Open?
PHASE 3

All activities in Phases 1 & 2 are allowed, in addition to the following ...

Recreation

- Outdoor group recreational sports activities (50 or fewer people)
- Recreational facilities at <50% capacity (gyms, public pools, etc.)

Gatherings

Allow gatherings with no more than 50 people

Indoor spiritual or religious services up to 50% of capacity or 400 individuals (whichever is less). Choirs not allowed.

Travel

Resume non-essential travel

Business

- Restaurants/taverns at <75% capacity, table size no larger than 10
- Bar areas in restaurant/taverns at <25% capacity
- Theaters at <50% capacity
- Customer-facing government services (telework remains strongly encouraged)
- Libraries
- Museums
- All other business activities not yet listed except for nightclubs and events with greater than 50 people

▶ Please follow all applicable guidelines and requirements

▶ Staying home is still safest

▶ When out: keep 6 feet of distance, wear a face covering, and stay local

The secretary of health may approve only partial resumption of activities in some counties. To see details about your county, visit the County Status page at www.covid19.wa.gov. Source: WA State Joint Information Center June 18, 2020

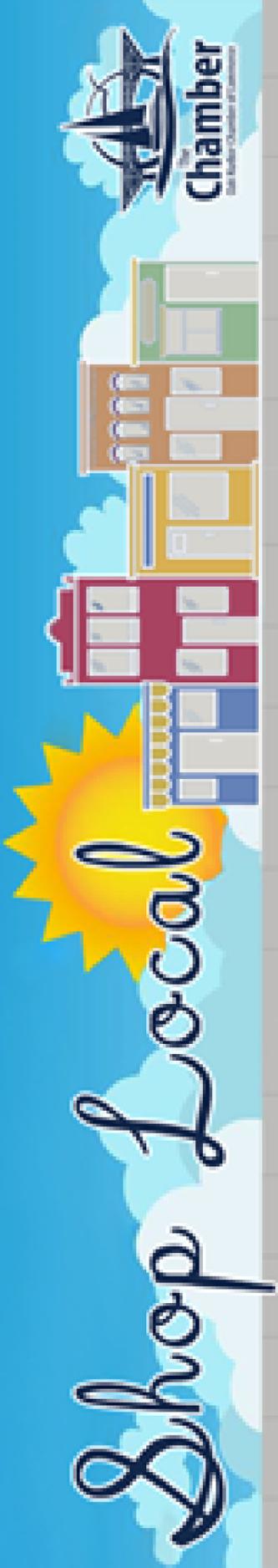
CITY OF OAK HARBOR

UPDATE

Mayor Bob Severns



CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON



Congrats

Vicki Graham

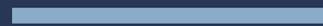
NEW EXECUTIVE DIRECTOR

Greater Oak Harbor Chamber of Commerce



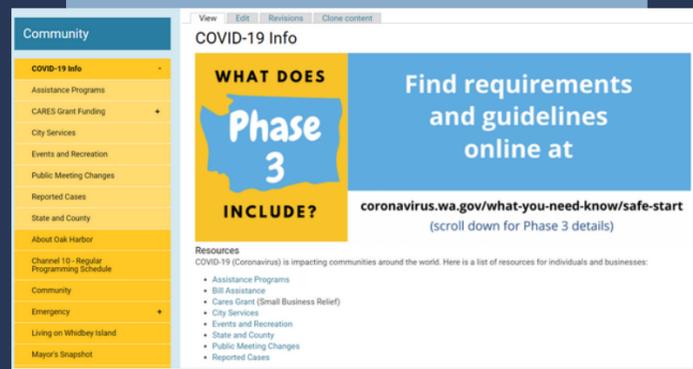


COVID-19



COVID-19 RESOURCES AND IMPACTS

The City is working with Island County Public Health to provide updates to the community regarding resources, information, changes to events, and cases.



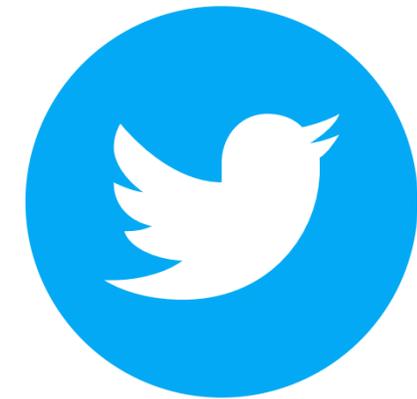
oakharbor.org



Facebook.com/OakHarbor



cityof oakharborwa

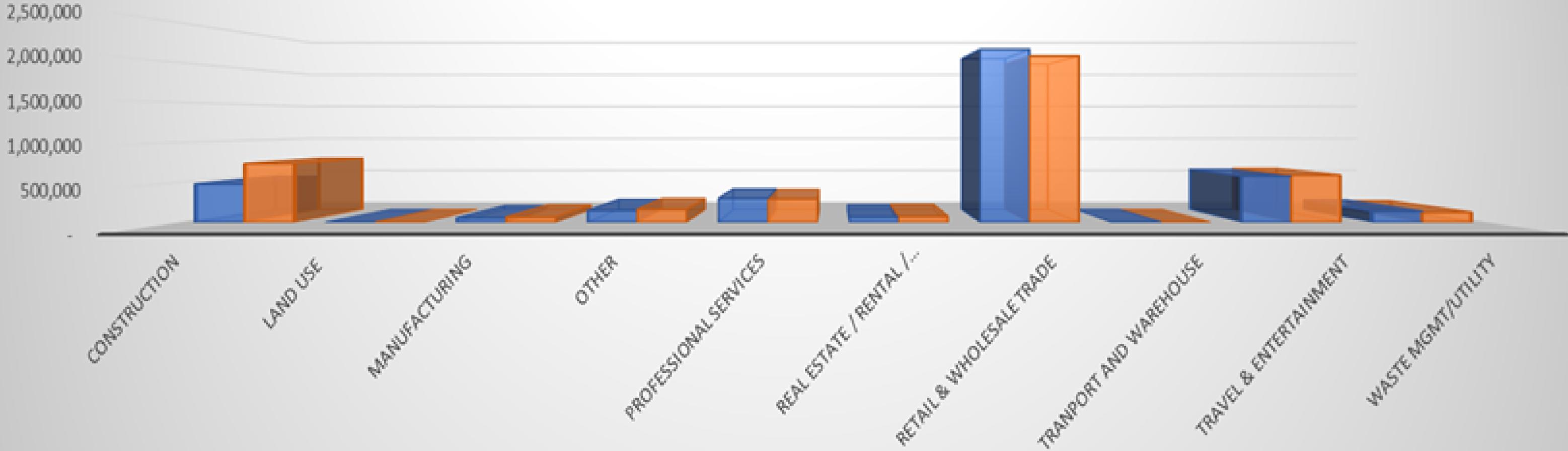


@oakharborwaua



SALES TAX UPDATE

SALES TAX - 12 MONTH COMPARISON



	CONSTRUCTION	LAND USE	MANUFACTURING	OTHER	PROFESSIONAL SERVICES	REAL ESTATE / RENTAL / LEASING	RETAIL & WHOLESALE TRADE	TRANSPORT AND WAREHOUSE	TRAVEL & ENTERTAINMENT	WASTE MGMT/UTILITY
■ Mar 19 - Mar 20	479,868	380	56,522	148,061	298,809	69,637	2,164,288	3,172	579,496	138,270
■ Mar 18 - Mar 19	736,024	551	67,573	160,103	290,360	75,172	2,083,632	914	591,782	125,847

■ Mar 19 - Mar 20 ■ Mar 18 - Mar 19

OVERALL CURRENTLY DOWN

-1.6%

CONTINUING TO MONITOR



COMMUNICATIONS



INTRODUCING

SABRINA COMBS

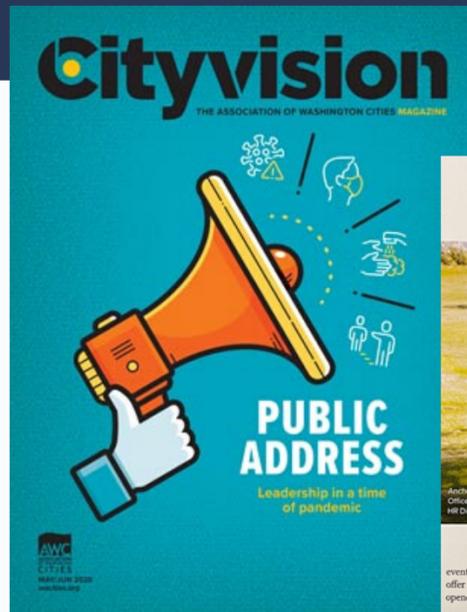
Public Information Officer

- Started on March 16 - the day we closed City buildings
- Projects
 - City communications
 - website, social media, etc.
 - branding
 - Community engagement
 - CARES Funding
 - Information Technology

scombs@oakharbor.org

360-279-4503

COMMUNITY ENGAGEMENT



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

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

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

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

THE MAYOR AND COUNCIL OF OAK HARBOR, a Puget Sound city of 22,000 that's home to Naval Air Station Whidbey Island, have been broadcasting a similar message to the public, not in a different way, thanks to the savvy of the city's new public information officer (PIO), Sabrina Combs. In another example of pandemic kismet, her first day of work—March 16—happened to coincide with the onset of the governor's Stay Home/Stay Healthy

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

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

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

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

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

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

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

For Oak Harbor Mayor Bob Sevens, a title insurance and escrow specialist who settled in the bucolic city 45 years ago,

PRINT MEDIA

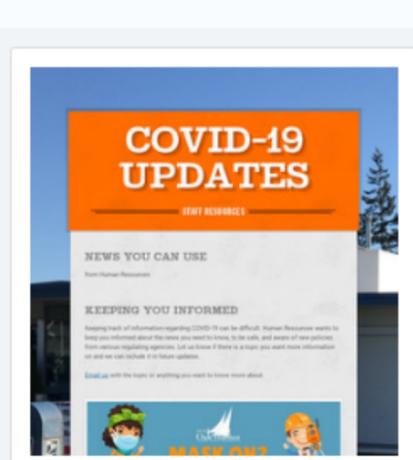
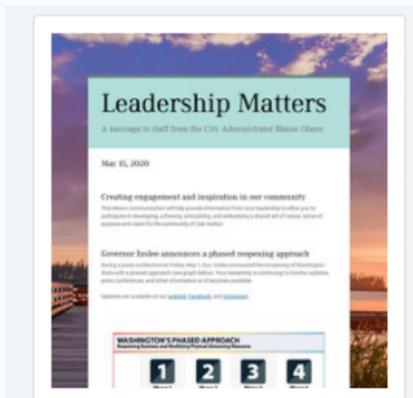
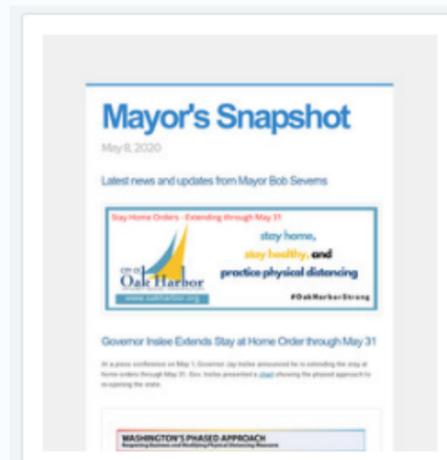
City of Oak Harbor featured in City Vision magazine

ELECTRONIC NEWSLETTERS

- Mayor's Snapshot (staff/community)
- Leadership Matters (staff)
- HR - COVID Updates (staff)

ONLINE

- City website
- Social media
- Videos





UPDATE

CARES GRANT PROGRAM

PROVIDING RELIEF TO SMALL BUSINESSES

t h a n k y o u

WE APPRECIATE YOU

Thank you... 

COMMISSIONER JILL JOHNSON

- Island County staff
- Economic Development Council of Island County

CITY OF OAK HARBOR STAFF

GREATER OAK HARBOR CHAMBER OF COMMERCE

SELECTION COMMITTEE

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

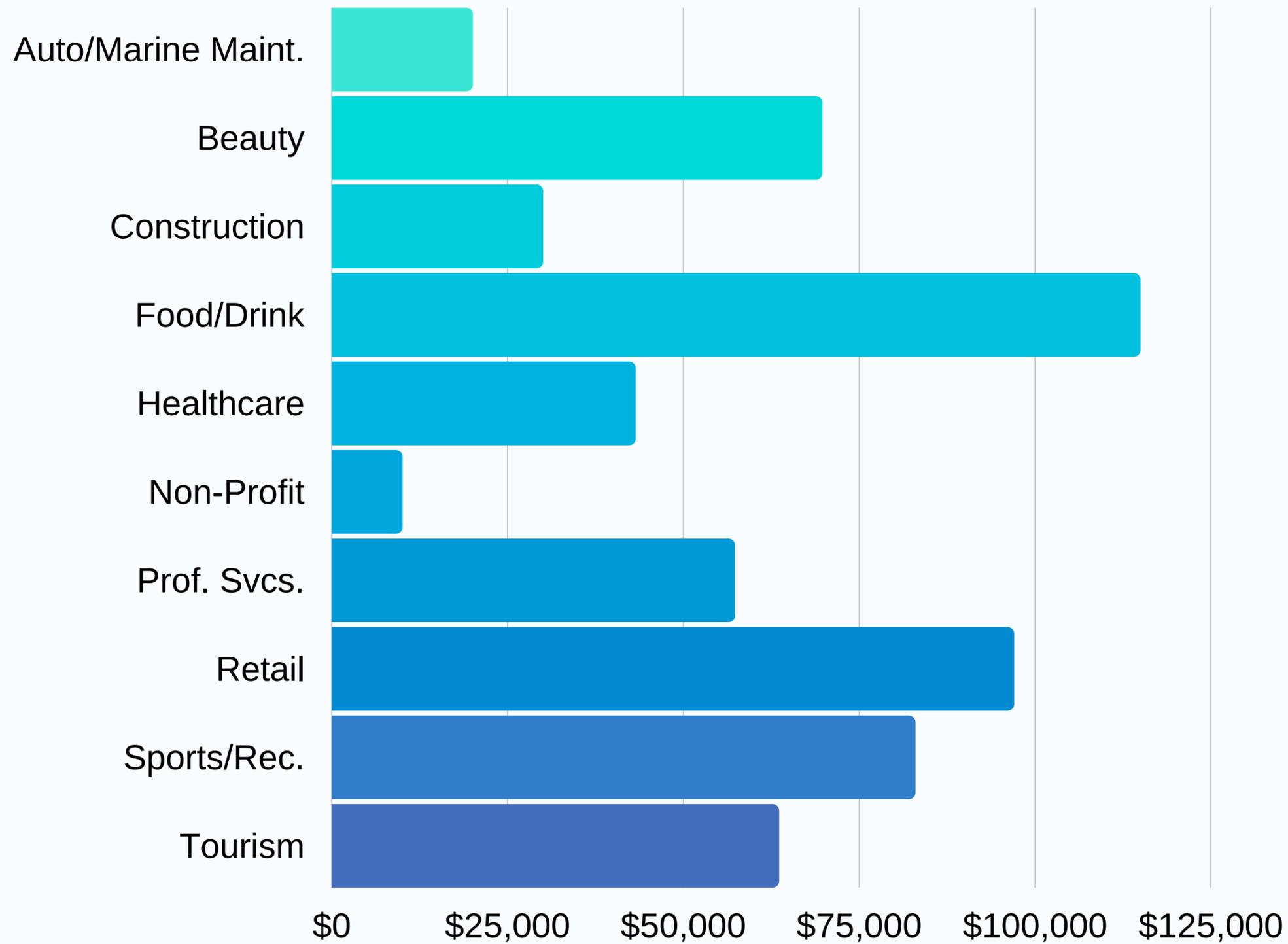
and local small businesses that applied

CARES GRANT UPDATE

83 APPLICATIONS RECEIVED

- City Council approved Resolution 20-21 to fund 69 approved applications in the amount of \$588,453
- An additional 13 applications identified as disqualified are being checked for potential qualifications and will go back to Council in July/August for approval
- One application withdrew from the process

INDUSTRIES FOR GRANT RECIPIENTS APPROVED AT THE JULY 14 SPECIAL CITY COUNCIL MEETING





NEXT STEPS

COMPLETE STEPS FOR CARES GRANT

- Process contracts and reimbursements
- Track awards

CREATE A PPE PROGRAM

- Create a form for businesses to complete to request Personal Protective Equipment (PPE)

PROMOTE SHOP LOCAL

Work with the Greater Oak Harbor Chamber of Commerce and Oak Harbor Main Street Association to promote shopping/dining local



COMING SOON!

SHOP LOCAL PROCLAMATION

AUGUST OUTDOOR DINING

Presenting a proclamation
to City Council on July 22

Thank you to the Greater Oak Harbor Chamber of Commerce for taking the lead to work with the Oak Harbor Main Street Association and City to create locations for physical distancing dining in downtown. Shop, eat, and enjoy!





RECRUITMENT

CURRENT RECRUITMENTS

DEVELOPMENT SERVICES DIRECTOR

- Recruitment provided 19 highly qualified applicants
- 5 interviewed this week
- Top 3 identified for second interviews
- Plan to hire mid/end of August

FINANCE DIRECTOR

- Patricia Soule last day is August 4
- City Council recommends hiring an interim CPA or firm soon
- City Council recommends initiating the recruitment process start as soon as possible

CITY ATTORNEY

- City Council recommends beginning recruitment soon

CITY COUNCIL VACANCY

FOUR APPLICATIONS RECEIVED

- Bryan Stucky
- Jabari Diggs
- Millie Goebel
- Earl Plumlee, Jr.

AUGUST 5 CITY COUNCIL MEETING

- Council interviewing all four applicants and appointing



THANK YOU

CLEAN WATER FACILITY PROJECT FINANCIAL REPORT

Summary Through 6/30/2020 (before year end accruals)

REVENUE	FUNDING OBTAINED	FUNDING USED	BALANCE
SRF LOANS	97,983,466.00	97,983,466.00	-
BONDS	25,777,229.30	25,777,229.30	-
GRANTS	8,500,000.00	8,500,000.00	-
PROGRAM INCOME	15,855,531.62	15,195,715.47	659,816.15
CUMMULATIVE RESERVE	5,000,000.00	5,000,000.00	-
TOTAL REVENUE	153,116,226.92	152,456,410.77	659,816.15
EXPENDITURES	CONTRACTED/ESTIMATED BUDGET	PROJECT TO DATE ACTUAL	BALANCE
ACQUISITIONS	3,396,325.69	3,409,153.37	(12,827.68)
ADMINISTRATION	692,852.01	750,768.98	(57,916.97)
CONSTRUCTION	124,298,436.76	123,775,890.67	522,546.09
FINANCE	258,638.16	291,733.92	(33,095.76)
PROFESSIONAL SERVICES - DESIGN	9,447,726.92	9,251,614.22	196,112.70
PROFESSIONAL SERVICES - CONSTRUCTION	11,209,769.69	11,164,471.92	45,297.77
TOTAL PROJECT EXPENDITURES	149,303,749.23	148,643,633.08	660,116.15
CASH SURPLUS (DEFICIT)	3,812,477.69	3,812,777.69	(300.00)
FINANCING/TRANSFERS			
BONDS	2,776,377.50	2,776,677.50	(300.00)
LOANS	586,100.19	586,100.19	-
TRANSFERS- WINDJAMMER PARK - DESIGN	450,000.00	450,000.00	-
TOTAL FINANCING/TSFR	3,812,477.69	3,812,777.69	(300.00)
ESTIMATED CASH REMAINING	0.00	-	0.00

Prepared by Patricia Soule, Finance Director

City of Oak Harbor, WA

WINDJAMMER PARK IMPROVEMENTS PROJECT			
Revenue	Project Budget	Spent to Date thru 06/30/2020	Balance
Cash	408,120.30	408,120.30	-
Beginning Fund Balance	380,735.19	380,735.19	-
Donations	1,594.04	1,594.04	-
Interest Allocaiton	25,791.07	25,791.07	-
Transfers	11,628,833.28	11,628,833.28	-
001 - General Fund	1,828,768.65	1,828,768.65	-
126 - Comm Park Impact Fees	264,739.85	264,739.85	-
127 - Park Impact Fees	300,660.00	300,660.00	-
311 - REET 1	1,526,929.00	1,526,929.00	-
312 - REET 2	523,069.97	523,069.97	-
422 - Clean Water Facility	7,184,665.81	7,184,665.81	-
Grants	1,426,320.00	1,426,320.00	-
WA State Legislative Grant	727,500.00	727,500.00	-
Isand County RCED Grant-Pavillion	698,820.00	698,820.00	-
Total Revenue	13,463,273.58	13,463,273.58	-
EXPENDITURES	Project Budget	Spent to Date	Balance
Administration	392,348.19	343,285.43	49,062.76
IDCA	392,348.19	343,285.43	49,062.76
Construction	11,346,563.09	11,248,487.39	98,075.70
Demolition	9,999.98	8,872.63	1,127.35
Utilities	10,000.00	334.36	9,665.64
Miscellaneous	139,514.26	18,243.40	121,270.86
GMP13			-
Hoffman-GF	4,630,337.00	3,310,278.15	1,320,058.85
Hoffman-CWF	6,485,578.30	6,350,489.55	135,088.75
Hoffman-Grants	-	1,426,320.00	(1,426,320.00)
Const & Imp			-
PSE-Schedule 52 & PO's	52,823.71	51,323.53	1,500.18
Other	18,309.84	82,625.77	(64,315.93)
Preliminary Engineering/Planning	50,000.00	-	50,000.00
Scoping	50,000.00	-	50,000.00
	-	-	-
Prof. Serv. Con.	243,219.30	259,676.17	(16,456.87)
Archaeology			
ERCI-CWF	128,400.80	114,273.77	14,127.03
Public Outreach			-
Chamber of Commerce Phase 1	7,699.00	4,721.90	2,977.10
Chamber of Commerce Phase 2 2019	18,764.50		18,764.50
Chamber of Commerce Phase 3 2019	13,855.00		13,855.00
Enviroissues-CWF	33,000.00	32,995.50	4.50
Other	1,500.00	28,770.84	(27,270.84)
Construction Engineering			-
Carollo-GF	20,000.00	39,457.05	(19,457.05)
Carollo-CWF	20,000.00	39,457.11	(19,457.11)
Construction Management			-
Open	-		-
Prof. Serv. Design	1,431,143.00	1,029,683.49	401,459.51
Design			-
Carollo-GF	427,780.36	367,604.23	60,176.13
Carollo-CWF	427,780.37	416,352.18	11,428.19
Other	337,417.00		337,417.00
Permits	156,000.00	162,880.01	(6,880.01)
Public Outreach			-
Carollo-GF	37,082.64	37,082.64	-
Carollo-CWF	37,082.63	37,082.63	-
Enviroissues-CWF	-	325.25	(325.25)
Other	8,000.00	8,356.55	(356.55)
Total Expendiutes	13,463,273.58	12,881,132.48	582,141.10
Surplus (Deficit)	-	582,141.10	(582,141.10)