



Council Chambers, 865 SE Barrington Drive

July 7, 2020

6:00 PM

Due to COVID-19, physical distancing and masks will be required of attendees per WA Proclamation 20-28. Meeting may also be viewed live via YouTube or Channel 10.

CALL TO ORDER

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

Pledge of Allegiance - Led by Mayor Severns

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- a. Proclamations
- b. Honors & Recognitions
 - i. Introduction to Council of two new Officers
 - ii. Promotion of Officer Matthew Krysinski to Sergeant
 - iii. Public Works Department Employee Recognition - Richard "Rick" Fakkema (15 years)
 - iv. Public Works Department Employee Recognition - Eph Robbins (15 years)
- c. Community Presentations

3. CITIZEN COMMENT PERIOD

Citizens may comment on subjects of interest not listed on the agenda or items listed on the Consent Agenda. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak. You may also leave public comment via voicemail by calling 360-279-4539 after 5:00 PM on the Friday preceding the meeting and prior to 6:00 PM on the day of the meeting.

4. CONSENT AGENDA

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

Consent Items

- a. Approval of Payroll and Accounts Payable Vouchers

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

5. MAYOR, COUNCIL & STAFF COMMENTS

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

6. PUBLIC HEARINGS & MEETINGS

To speak during a scheduled public hearing or meeting, please sign-in on the sheet provided in the Council Chambers. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak. You may also leave public comment via voicemail by calling 360-279-4539 after 5:00 PM on the Friday preceding the meeting and prior to 6:00 PM on the day of the meeting.

- a. None

7. ORDINANCES & RESOLUTIONS

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

8. CONTRACTS & AGREEMENTS

- a. Professional Services Agreement: David Evans & Associates, Master Plan for Harbor Heights Property
- b. Professional Service Agreement: HDR Engineering, Inc., Navy Utility Rate Study, Amendment No. 2
- c. Interlocal Cooperation Agreement with Island County, for Coronavirus Relief Fund Grant (CARES)

9. OTHER ITEMS FOR CONSIDERATION

- a. City Council Workshop Start Time

10. REPORTS & DISCUSSION ITEMS

- a. None

11. EXECUTIVE SESSION

- a. For the purpose of discussing a Real Estate matter. Pursuant to RCW 42.30.110 (1) (ii) (b) (c) those factors that bear upon price include property location, condition, possible uses, and economic development.
 - b. Pursuant to RCW 42.30.110(1)(i): To discuss with legal counsel Potential Litigation
- Anticipated duration of the Executive Session is 50 minutes. Action may or may not be taken upon return to the open session. Executive Sessions are not open to the public.

ADJOURN

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

Bill No. 2.b.i.
Date: July 7, 2020
Subject: Introduction to Council of two
new Officers

FROM:

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bill No. 4.a.
Date: July 7, 2020
Subject: Approval of Payroll and
Accounts Payable Vouchers

FROM: Patricia Soule, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

I move to approve:

Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers listed in the attachments and Check Numbers listed in the July 7, 2020 background section.

BACKGROUND / SUMMARY INFORMATION

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

The following Voucher and Check Numbers are submitted for approval:

June 10, 2020

Accounts Payable Voucher Numbers:

- Voucher Numbers 183505 - 183626 in the amount of \$716,465.02

Payroll Numbers:

Direct Deposit - 53191-53331

EFT - 1234-1237

Checks - 101426-101431

July 1, 2020

Accounts Payable Voucher Numbers:

- Voucher Numbers 183627 - 183758 in the amount of \$500,460.09

Payroll Numbers:

Direct Deposit - 53332-53505

EFT - 1238-1243

Checks - 101432-101462

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Voucher List 19b](#)
2. [Voucher List 19a](#)

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183627	6/16/2020	0000960 REVENUE, WASHINGTON STATE DEPT OF	060420		SALES/USE TAX	62,636.43
Total :						62,636.43
183636	6/26/2020	0000066 AWC EMPLOYEES BENEFITS TRUST	062620		JUNE 2020 PREMIUMS/LTD/EAP	4,474.70
Total :						4,474.70
183637	7/1/2020	0007449 A-1 PERFORMANCE, INC	33576		JUN 2020 JANITORIAL SERVICES	4,409.05
			33654		MONTHLY CLEANING SERVICE	824.09
			33689		JUN 2020 JANITORIAL SERVICES	27.20
Total :						5,260.34
183638	7/1/2020	0000005 A-1 TOWING	68988		TOWING	200.01
Total :						200.01
183639	7/1/2020	0007646 AGENDEASE, INC	2020-0018		MONTHLY LICENSE	199.00
Total :						199.00
183640	7/1/2020	0000424 ALL BATTERY SALES AND SERVICE	100-10012876		GREEN BATTERY BUCKET	92.57
			50005379		MT+750CCA/COMM 1000CCA/COM 950	544.94
Total :						637.51
183641	7/1/2020	0000028 ALL ISLAND LOCK & KEY	29762		KEYS	16.41
			29764		DUP KEYS	8.06
			29766		KEYS	35.26
			29775		KEYS	143.09
Total :						202.82
183642	7/1/2020	0000029 ALL PHASE ELECTRIC SUPPLY	0952-589206		9V AL INDUST BATTERY	294.81
Total :						294.81
183643	7/1/2020	0000033 ALPINE PRODUCTS, INC	TM-194778		AA 2 WY BLUE 4X4 MARKER	508.67
Total :						508.67
183644	7/1/2020	0000034 AMERICAN PLANNING ASSOCIATION	087067-2045		MEMBERSHIP	597.00
Total :						597.00
183645	7/1/2020	0000042 ANACORTES, CITY OF	900-9080-00		MAY 2020 WATER PURCHASED	142,227.73

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City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183645	7/1/2020	0000042	0000042 ANACORTES, CITY OF			
			(Continued)			
					Total :	142,227.73
183646	7/1/2020	0005001	ARAMARK			
			1991739096		UNIFORM SERVICES	16.31
			1991739097		UNIFORM SERVICES	16.31
			1991739098		UNIFORM SERVICES	22.24
			1991739099		UNIFORM SERVICES	20.40
			1991739100		UNIFORM SERVICES	31.04
			1991739101		UNIFORM SERVICES	61.44
			1991739102		UNIFORM SERVICES	16.31
			1991740939		UNIFORM SERVICES	84.21
			1991740948		UNIFORM SERVICES	16.31
			1991747934		UNIFORM SERVICES	16.31
			1991747935		UNIFORM SERVICES	16.31
			1991747936		UNIFORM SERVICES	22.24
			1991747937		UNIFORM SERVICES	20.40
			1991747938		UNIFORM SERVICES	31.04
			1991747939		UNIFORM SERVICES	46.22
			1991747940		UNIFORM SERVICES	16.31
			1991749774		UNIFORM SERVICES	84.21
			1991749783		UNIFORM SERVICES	16.31
			1991756739		UNIFORM SERVICES	16.31
			1991756740		UNIFORM SERVICES	16.31
			1991756741		UNIFORM SERVICES	22.24
			1991756742		UNIFORM SERVICES	20.40
			1991756743		UNIFORM SERVICES	31.04
			1991756744		UNIFORM SERVICES	46.22
			1991756745		UNIFORM SERVICES	16.31
			1991758611		UNIFORM SERVICES	84.21
			1991758620		UNIFORM SERVICES	16.31
			1991765411		UNIFORM SERVICES	16.31
			1991765412		UNIFORM SERVICES	16.31
			1991765413		UNIFORM SERVICES	22.24
			1991765414		UNIFORM SERVICES	20.40
			1991765415		UNIFORM SERVICES	31.04
			1991765416		UNIFORM SERVICES	46.22
			1991765417		UNIFORM SERVICES	16.31
			1991767210		UNIFORM SERVICES	84.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183646	7/1/2020	0005001 ARAMARK	(Continued) 1991767219		UNIFORM SERVICES	16.31
					Total :	1,092.62
183647	7/1/2020	0006865 ARMADA	062620		COLLECITON FEES	292.12
					Total :	292.12
183648	7/1/2020	0010169 ARMBRUSTER, TRACEY	061020		MARATHON REFUND	160.00
					Total :	160.00
183649	7/1/2020	0004019 ASSOCIATED PETROLEUM PRODUCTS	0206574-IN 0208843-IN 0211146-IN		FUEL FUEL FUEL	5,468.41 320.92 6,157.23
					Total :	11,946.56
183650	7/1/2020	0004733 BARRON HEATING & AIR COND, INC	0000107972 0000108021		MAINTENANCE PREVENTIVE MAINTENANCE	2,129.00 500.96
					Total :	2,629.96
183651	7/1/2020	0000094 BERG VAULT COMPANY	88876 89238		CURB INLET CB RISER	146.75 163.05
					Total :	309.80
183652	7/1/2020	0007807 BLIND ENTERPRISES	4911		MERROW	5.50
					Total :	5.50
183653	7/1/2020	0000112 BOB BARKER COMPANY, INC	WEB000668558 WEB000672718		MATTRESS HELMET	358.44 354.98
					Total :	713.42
183654	7/1/2020	0004642 BRAINARD, JENNIFER	063020		MUNICIPAL COURT PRO TEM	415.60
					Total :	415.60
183655	7/1/2020	0005027 BURT'S SAW & MOWER	296518		REPAIR	136.88
					Total :	136.88
183656	7/1/2020	0002644 C JOHNSON CONSTRUCTION, INC	4789		STREET SWEEPING	1,459.71

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183656	7/1/2020	0002644 0002644 C JOHNSON CONSTRUCTION, INC	(Continued)			Total : 1,459.71
183657	7/1/2020	0008747 CADMAN MATERIALS, INC	5690214 5691411		STREET SWEEPING STREET SWEEPING	3,330.06 1,691.30 Total : 5,021.36
183658	7/1/2020	0005874 CARD LOCK COMPANY	214110		RECODE/KARD KEYS	462.21 Total : 462.21
183659	7/1/2020	0006215 CAROLLO	185840 187630		MAR 2020 PROF SVC/CLEAN WATER F/ MAY 2020 PROF SVC/CLEAN WATER F/	12,969.57 5,429.61 Total : 18,399.18
183660	7/1/2020	0000150 CASCADE NATURAL GAS	08793000004 27891142880 36624000000 58793000009 80434000008 82193000005 90134000000		NATURAL GAS/POLICE STATION NATURAL GAS/1375 SE CITY BEACH ST NATURAL GAS/FIRE STATION NATURAL GAS/CITY HALL NATURAL GAS/CITY SHOP NATURAL GAS/ANNEX NATURAL GAS/ADULT CARE CENTER	78.93 4,730.68 183.39 154.27 344.36 60.09 38.68 Total : 5,590.40
183661	7/1/2020	0000157 CDW GOVERNMENT, INC	ZNN8980		SAMSUNG 65IN LED DISP	1,088.22 Total : 1,088.22
183662	7/1/2020	0005773 COMCAST	8498300290363841		INTERNET	295.00 Total : 295.00
183663	7/1/2020	0000694 CORE & MAIN	M325986 M395720 M433290		SAMPLING STATION NUT & SNAP RING SS1-6.35X12 6X12 REP CLP	516.62 435.72 283.61 Total : 1,235.95
183664	7/1/2020	0009091 CROUCHER, DUSTIN	061120		REIMBURSEMENT	102.00 Total : 102.00
183665	7/1/2020	0000217 CUES, INC	562984		TRUCK REPAIR	424.71

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183665	7/1/2020	0000217 0000217 CUES, INC			(Continued)	Total : 424.71
183666	7/1/2020	0000222 CUSTOM ENGRAVING	20-0299		OAK LEAF/COMBS & LINDSEY NAME T/	73.92
						Total : 73.92
183667	7/1/2020	0000225 DAILY JOURNAL OF COMMERCE	3358831		WJP PLANT	184.80
						Total : 184.80
183668	7/1/2020	0000247 DIAMOND RENTALS	1-500608-103 1-533144-56 1-584821-10 1-595589 1-595759 1-595805		PORTABLES PORTABLES PORTABLES PAVING BREAKER PORTABLES HOSES	75.00 75.00 75.00 1,166.32 345.00 65.34
						Total : 1,801.66
183669	7/1/2020	0000257 DUTCH MAID CLEANERS	053120		MAY 2020 LAUNDRY SERVICES	75.01
						Total : 75.01
183670	7/1/2020	0000273 EDGE ANALYTICAL, INC	20-08660 20-18864 20-19864 20-20754		TESTING TESTING TESTING TESTING	600.00 120.00 120.00 140.00
						Total : 980.00
183671	7/1/2020	0000394 EMPLOYERS UNITY, LLC	29025		UNEMPLOYMENT	330.00
						Total : 330.00
183672	7/1/2020	0000279 EMPLOYMENT SECURITY, WASHINGTON ST. 945052-10-7			1Q BENEFIT CHARGE	596.06
						Total : 596.06
183673	7/1/2020	0001666 ENVIRO-CLEAN EQUIPMENT	20-51527		FILTER	104.04
						Total : 104.04
183674	7/1/2020	0006005 ENVIROISSUES, INC	180-004-000-16		MAY 2020 PROF SVC/OAK HARBOR CC	2,153.50
						Total : 2,153.50
183675	7/1/2020	0008082 EVIDENT, INC	158357A		UNIFORMS	435.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183675	7/1/2020	0008082 EVIDENT, INC	(Continued) 159305A		FACE MASKS	131.82
					Total :	567.18
183676	7/1/2020	0007161 EWING	11674510 3822441		SPRAY PULL UP TOOL ROTATOR/RAINVIRD BODY/FLAGS	27.54 261.87
					Total :	289.41
183677	7/1/2020	0008752 EXACT SCIENTIFIC SERVICES, INC	20-07453		NITRATE ANALYSIS/ORTHO-PHOSPHA	161.00
					Total :	161.00
183678	7/1/2020	0002900 FASTENAL	WAANA 126239		COVERALLS	824.98
					Total :	824.98
183679	7/1/2020	0010172 FERGUSON WATERWOKS	0876942		COIL MUNICOPEX PIPE	1,148.14
					Total :	1,148.14
183680	7/1/2020	0008880 FIZZ EVENTS, LLC	202005		RACE MANAGEMENT FEE - APRIL	4,050.00
					Total :	4,050.00
183681	7/1/2020	0000326 FRONTIER BUILDING SUPPLY	168132		TREATED	86.51
					Total :	86.51
183682	7/1/2020	0009589 GALCO	AF9321901		EAST PIONEER LIFT STATION	171.78
					Total :	171.78
183683	7/1/2020	0000329 GALLS	015693598 015821713 1001087637		CHEVRON/SERGEANT INSIGNIA FACE SHEILD RAINCOAT	19.27 705.67 388.77
					Total :	1,113.71
183684	7/1/2020	0000344 GLOBAL EQUIPMENT COMPANY	116032518 116036275		SHARPS CONTAINER SHARPS CONTAINER	37.57 82.30
					Total :	119.87
183685	7/1/2020	0000349 GRAINGER	9552107451 9557143774 9558590338		SPLICING TAPIE SWIVEL ELBOW/NYON TUBING MARKING PAINT	59.35 72.53 89.39

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183685	7/1/2020	0000349 GRAINGER	(Continued) 9561179913 9564505544		QUICK CONNECT SOCKET THREADER DIE HEAD	20.35 545.66
Total :						787.28
183686	7/1/2020	0000345 GREATER OAK HBR CHAMBER OF COM	30412		2% MARKETING GRANT	726.00
Total :						726.00
183687	7/1/2020	0005311 HB JAEGER COMPANY, LLC	U2016024072 U2016025343 U2016025993		GREEN PIPE FOOT GSK TEE/REDUCER/GKS CAP SDR35/PLUG/GSK CAP	4,351.25 1,287.61 476.30
Total :						6,115.16
183688	7/1/2020	0009853 HERRERA ENVIRONMENTAL CONSULT	46788		PROF SVC/GOLDIE STREET STORMWA	2,220.44
Total :						2,220.44
183689	7/1/2020	0003095 HOME DEPOT CREDIT SERVICES	1623300 2081137 2522393 2522394 2611070 3520322 4025062 4025103 6020735 6511042 6621671 6902484 6902484 7026238 7514226 8022078 8022079 8093712 8510860 8510861 9520745		DIABLO 20PC REIP SET RETURN CLEAR ACRYLIC BATH FAUCET SHACKLE HYBRID RETRACTABLE HOSE REE METAL HEAVY SPRING WHTBRSBRSH COMMON BAORD WHTBRSBRSH CLEANER/MEGA CUFF/EXTENSION CC FI DISCONNECT STOP RUST STOP RUST/KNIT MINI PLANTS PALM LILY/BASKET STUFFERS DECKMATE GALVANIZED SAWHORSE RETURN DECKMATE DECKMATE PUTTY OD COMP COUPLING	79.44 -88.18 45.22 36.74 107.79 125.99 292.24 63.22 293.35 40.10 29.32 32.59 32.59 235.72 144.36 322.51 19.54 -30.93 32.64 14.44 52.99

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183689	7/1/2020	0003095 0003095 HOME DEPOT CREDIT SERVICES	(Continued)			Total : 1,881.68
183690	7/1/2020	0001469 INTERNATIONAL CODE COUNCIL	1001200517		FIRE INSPCT I WEB SERVICES	98.00
						Total : 98.00
183691	7/1/2020	0008822 IRONCLAD COMPANY	8394		SEGMENT GUTTER BROOM	570.68
						Total : 570.68
183692	7/1/2020	0000414 ISLAND CUSTOM UPHOLSTERY	0565 0566		PANTS HE./PATCHES/VELCRO BADGE ENGINE HOSE STRAP REPAIR	429.23 130.44
						Total : 559.67
183693	7/1/2020	0005445 ISLAND DEFENSE, PLLC	064		MAY 2020 PUBLIC DEFENSE	7,700.00
						Total : 7,700.00
183694	7/1/2020	0000415 ISLAND DISPOSAL	060220		DUMPSTER CHARGES	14,450.65
						Total : 14,450.65
183695	7/1/2020	0010168 ISLAND DIVE 1	71		MOVED WATERLOO	108.90
						Total : 108.90
183696	7/1/2020	0007910 ISLAND DIVE SERVICES	1264		HULL CLEANING	65.34
						Total : 65.34
183697	7/1/2020	0000438 ISLAND GLASS COMPANY	2020-1537		TEMP GLASS	963.77
						Total : 963.77
183698	7/1/2020	0000454 JET CITY EQUIPMENT RENTAL	29405 29807 34758 34774		TEREX TC50 EXCAVATOR HYUNDAI R35Z-9 MINI-EXC DUMP CONCRETE DUMP	408.38 1,089.00 21.74 21.74
						Total : 1,540.86
183699	7/1/2020	0006362 KBA, INC	3005301		MAY 2020 PROF SVC/CLEAN WATER F/	8,499.21
						Total : 8,499.21
183700	7/1/2020	0000494 LAKESIDE INDUSTRIES	124523 125355		ASPHALT ASPHALT	725.06 858.79

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183700	7/1/2020	0000494 LAKESIDE INDUSTRIES	(Continued) 126082 126083		ASPHALT ASPHALT	339.04 1,166.92 Total : 3,089.81
183701	7/1/2020	0010173 LASER AMMO	24682		AMMO	473.79 Total : 473.79
183702	7/1/2020	0009044 LEGACY TELECOMMUNICATIONS, INC	43200		GENERATOR SERVICE	1,748.11 Total : 1,748.11
183703	7/1/2020	0000979 LES SCHWAB	41400492786 41400494391 41400494453 41400494577 41400494856		TERRAMAX HT WHEEL ALIGNMENT RETREAD/STEEL RADIAL TRUCK CASII LT245/75R THRUST ANGLE ALIGNMENT	111.25 119.78 1,898.69 303.37 98.00 Total : 2,531.09
183704	7/1/2020	0000221 LN CURTIS & SONS	INV372860		FLEECE JACKET	152.18 Total : 152.18
183705	7/1/2020	0000530 MAILLIARD'S LANDING NURSERY	206161 206824 207494 207749 207828		YARD WASTE YARD WASTE YARDWASTE YARD WASTE YARD WASTE	5.00 10.00 5.00 10.00 10.00 Total : 40.00
183706	7/1/2020	0000660 MARKET PLACE FOOD & DRUG	586622 586640 588495		GROCERIES GROCERIES GROCERIES	179.57 194.18 26.06 Total : 399.81
183707	7/1/2020	0000362 MARSH-MCBIRNEY - HACH COMPANY	11947380		SINGLETTS	116.93 Total : 116.93
183708	7/1/2020	0007129 MICRO PRECISION CALIBRATION, I	STL-53595		CALIBRAITON	120.20

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183708	7/1/2020	0007129 0007129 MICRO PRECISION CALIBRATION, I	(Continued)			Total : 120.20
183709	7/1/2020	0010171 MICROSOFT	9552645805		SRPF PRO 6	490.05
						Total : 490.05
183710	7/1/2020	0004423 MUNICIPAL EMERGENCY SERVICES	IN1463417		COMPRESSOR OIL	253.74
						Total : 253.74
183711	7/1/2020	0003176 NATIONAL SAFETY, INC	0582399-IN		HARD HAT/DRIVERS UNLINED PREMUI	801.39
						Total : 801.39
183712	7/1/2020	0000958 NATURAL RESOURCES, WASHINGTON STAT	4900/0100142985/2020		TIDELANDS	31,834.27
						Total : 31,834.27
183713	7/1/2020	0000612 NELSON PETROLEUM	0732907-IN		GUARDLOC	1,645.18
						Total : 1,645.18
183714	7/1/2020	0000610 NORTH CENTRAL LABORATORIES	440165		NCL-880/H-TNT844/845/832/0-81001	664.14
						Total : 664.14
183715	7/1/2020	0000672 OAK HARBOR ACE	326525		NAILS	4.57
			326527		CLAMPS	20.82
			326536		FASTENERS	-0.44
			326568		ACETONE/GLUE/PAINT CHIPS	49.75
			326569		CORD STARTER	2.00
			326655		FASTERNERS	10.67
			326682		PRIMER BULB	4.35
			326722		FE DRAIN OPENER	19.58
			326725		CLAMP/HOOK LADDER/GREAT STUFF/I	91.32
			326727		ADAPTR GRND VINYL	1.95
			326736		PAINT SUPPLIES	46.97
			326765		LEDER HOSE/PUMP UTILITY	120.86
			326793		THERMOMETER	48.99
			326798		WEED EATER STRING	27.21
			326813		FASTENERS	157.73
			326882		RAIN X CAR WASH	15.22
			326890		FILM H&L 5" 8-HOLE	19.59
			326901		WINDEX/BRUSH	26.77

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183715	7/1/2020	0000672 OAK HARBOR ACE	(Continued)			
			326934		TRIM LINE	28.25
			326938		FRESH WAVE	9.79
			326950		HARDWARE	44.55
			326954		HARDWARE	36.96
			326979		MR CLEAN	9.78
			327050		RESIN	19.59
			327072		GARDEN HOSE	43.55
			327088		ADAPTR/ELBOW	4.12
			327122		W&G KILLER/WASHERS/CLIPS/FASTEN	48.17
			327123		NAIL BRAD	8.70
			327155		FACE SHIELDS/GROMMET/WASHERS/€	121.16
					Total :	1,042.53
183716	7/1/2020	0000668 OAK HARBOR AUTO CENTER	359007163		FLEETRANNER	60.63
			359007527		NON-CHLORINATED	65.48
			359007537		CREDIT	-14.13
			359007607		BATTERY	106.52
			359007698		CLB65-850 CHP	-19.57
			359007819		CLEAR RTV SILICO	28.13
			359008065		SPIN-ON LUBE FIL	71.17
			359008093		SPIN-ON LUBE FIL	36.28
			359008188		AIR TOOL OIL	26.73
			359008304		SPIN-ON LUBE FIL	36.28
			359008433		SMALL ENGINE PLU	3.35
			359008582		RADIAL SEAL/AIR FILTER	30.90
			359008729		WIX XP SPIN-ON	12.35
			359009135		SIDE STEPS	276.79
			359009326		SPIN ON LUB FILTER/TRANSMIS/FULE	46.28
			359009422		EGR VALVE	150.05
					Total :	917.24
183717	7/1/2020	0003007 OFFICE DEPOT	2409978346		COUNTERFEIT PEN	15.24
			502905893001		PAD/HIGHLIGHTER/TAPE/GLUE	52.75
			502906181001		PAD	5.87
					Total :	73.86

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183718	7/1/2020	0008751 PACIFIC GOLF & TURF	01-97393 01-97987		JD 4-POST ROPS MOWER PARTS	2,258.43 428.80
Total :						2,687.23
183719	7/1/2020	0003164 PAINTERS ALLEY	P0025709 P0025710 P0025729 P0025747 P0025764 P0025927 P0025928		DUMOND REMOVAL TEST PATCH KIT GRACO 50" X 1/4 HOSE JOMAX HOUSE CLEANER/5 GAL BM BL ALLPRO BREATHMATE/PAIN RMVR/BRI DUMOND PEEL AWAY PAINT RMVR TAPE/BUCKET/FRAME/SANDING SPNG RAGES/PAINT THINNER	34.77 76.04 92.80 210.56 -99.98 106.13 21.72
Total :						442.04
183720	7/1/2020	0010129 PNW CIVIL, INC	3		PROF SVC/WINDJAMMER PROMENADI	26,795.83
Total :						26,795.83
183721	7/1/2020	0000743 PUGET SOUND ENERGY	200000136776 200000947859 200001884218 200002036164 200002036719 200002037097 200002037261 200002037501 200002170617 200002511539 200003131170 200003267636 200003459654 200004342099 200004562878 200004856627 200005643446 200006103952 200007702943 200007824192 200008386993		ELECTRICITY/1301 SE CATALINA D ELECTRICITY/CITY SHOP ELECTRICITY/1888 NE 5TH AVE PU ELECTRICITY/30505 STATE ROUTE ELECTRICITY/34777 STATE ROUTE ELECTRICITY/2000 SW SCENIC HEI ELECTRICITY/1780 SW SPRINGFIEL ELECTRICITY/3285 SW SCENIC HEI ELECTRICITY/552 NW CLIPPER DR ELECTRICITY/2075 SW FORT NUGEN ELECTRICITY/WELL #7 ELECTRICITY/1000 SE IRELAND ST ELECTRICITY/1957 FORT NUGENT R ELECTRICITY/650 NE 7TH AVE SEW ELECTRICITY/800 SE MIDWAY BLVD ELECTRICITY/1577 NW 8TH AVE ELECTRICITY/NEIL PK & HOLLAND ELECTRICITY/5941 STATE ROUTE 2 ELECTRICITY/700 AV W & MIDWAY ELECTRICITY/75 SE JEROME ST ELECTRICITY/FABER ST & HARVEST	35.24 1,711.77 18.28 67.03 30.70 12.62 10.39 111.54 9.80 10.39 13.49 13.61 111.99 10.00 54.65 10.39 39.76 9.80 65.06 9.80 10.39

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183721	7/1/2020	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200008816189		ELECTRICITY/ANNEX	16.48
			200010322895		ELECTRICITY/2330 SW ROSARIO PL	36.79
			200010499248		ELECTRICITY/1948 NW CROSBY AVE	124.13
			200010499446		ELECTRICITY/1661 NE 16TH AVE S	18.87
			200010530240		ELECTRICITY/651 SE BAYSHORE DR LI	31.93
			200010531172		ELECTRICITY/1300 NE BIG BERRY	10.39
			200010531354		ELECTRICITY/1500 S BEEKSMA DR	77.15
			200010531941		ELECTRICITY/800 SE DOCK ST	181.32
			200010549943		ELECTRICITY/WELL #6	13.49
			200010699706		ELECTRICITY/1500 S BEEKSMA DR	16.37
			200011316839		ELECTRICITY/SR 20 & 650 AV W	299.84
			200011551930		ELECTRICITY/ADULT CARE CENTER	24.30
			200011579964		ELECTRICITY/285 SE JEROME ST	67.03
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	35.46
			200012278087		ELECTRICITY/FIRE STATION	753.84
			200012838765		ELECTRICITY/PIONEER PARK	13.81
			200013370750		ELECTRICITY/MARINA	5,414.09
			200013734963		ELECTRICITY/672 CHRISTIAN RD P	538.37
			200013968405		ELECTRICITY/1540 SE PIONEER WA	79.28
			200014151886		ELECTRICITY/1370 SE DOCK ST	32.80
			200014366534		ELECTRICITY/700 AV W & 80 NW	423.95
			200014596478		ELECTRICITY/CITY HALL	608.81
			200015399153		ELECTRICITY/1678 SW 8TH AVE	10.39
			200015618321		ELECTRICITY/600 NE 7TH AVE	114.58
			200015685833		ELECTRICITY/287 SE CABOT DR SW	56.39
			200017255619		ELECTRICITY/690 SW HELLER ST W	376.49
			200017441482		ELECTRICITY/CITY BEACH PARK	9.80
			200017575347		ELECTRICITY/1367 NW CROSBY AVE	51.86
			200017653656		ELECTRICITY/3300 OLD GOLDIE RD	69.75
			200017654415		ELECTRICITY/1000 SW THORNBERRY	229.70
			200017853025		ELECTRICITY/2081 NE 9TH AVE SW	10.56
			200017968427		ELECTRICITY/POLICE STATION	1,116.40
			200019043344		ELECTRICITY/90 SE PIONEER WAY	19.44
			200019500517		ELECTRICITY/1137 NW KATHLEEN DR I	49.66
			200020235012		ELECTRICITY/SENIOR CENTER	541.85
			200022441113		ELECTRICITY/980 SW MCCROHAN ST	36.35

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183721	7/1/2020	0000743 PUGET SOUND ENERGY	(Continued)			
			200023231067		ELECTRICITY/945 E WHIDBEY AVE	9.80
			200023360569		ELECTRICITY/700 NW HELLER ST T	38.42
			200024715845		ELECTRICITY/1285 NE TAFTSON ST	31.02
			200025075157		ELECTRICITY/33500 STATE ROUTE	83.23
			20020179194		ELECTRICITY/626 CHRISTIAN RD	13.72
			220002244337		ELECTRICITY/END OF GUN CLUB RD	55.43
			220005593946		ELECTRICITY/1770 NE GOLDIE ST	14.05
			220007681624		ELECTRICITY/2900 N OAK HARBOR	12.93
			220010389959		ELECTRICITY/1375 SE CITY BEACH ST	22,108.82
			220014752129		ELECTRICITY/SMITH PARK	10.39
			220015477015		ELECTRICITY/1090 SE PIONEER WA	87.26
			220019185945		ELECTRICITY/1501 S BEEKSMA DR	215.02
			220021979996		ELECTRICITY/32460 STATE ROUTE	10.39
			300000007421		ELECTRICITY/STREET LIGHTS	26.18
			300000009906		ELECTRICITY/PARKS	257.63
			300000009906		ELECTRICITY/PARKS	10.39
			300000010458		ELECTRICITY/STREET LIGHTS	159.75
			300000010516		ELECTRICITY/STREET LIGHTS	59.33
					Total :	37,082.18
183722	7/1/2020	0002729 QUADIENT LEASING USA, INC	N8349855		POSTAGE SCALE	867.61
					Total :	867.61
183723	7/1/2020	0009961 ROTARY LIFT	892890A		INSTALLATION	3,484.80
					Total :	3,484.80
183724	7/1/2020	0002828 RPM PERFORMANCE, LLC	10151a		LINE-X BROWN/PREMIUM	336.35
					Total :	336.35
183725	7/1/2020	0000781 SAFEWAY	722594		GROCERIES	35.50
			802199		GROCERIES	37.84
			805274		GROCERIES	75.00
					Total :	148.34
183726	7/1/2020	0000801 SEA WESTERN, INC	INV6474		FAN	4,076.25
					Total :	4,076.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183727	7/1/2020	0008963 SEMRAU ENGINEERING AND SURVEY	5719Y-5		WHIDBEY DENTAL	978.75
			5749I-11		HARBOR STATION	236.25
			5749K-8		MCDONALDS	1,383.75
			5749L-14		HILLSIDE CENTER	101.25
			5749V-15		HILLSIDE CENTER	2,733.75
			5749W-16		HILLSIDE PRD	1,620.00
			5923B-9		MARIN WOOLDS PLAT	5,223.50
			5923D-4		FLINSTONE	101.25
			5923E-12		HOWARD'S POINTE	641.25
			5923H-7		BARRINGTON DRIVE CONDO	135.00
			5923M-1		PCM STAPLE BLA	531.25
			5923N-1		MCKINNEY PLACE	168.75
					Total :	13,854.75
183728	7/1/2020	0008395 SHELLEY, JR, TIM	20200624		RECORDING SERVICES	934.83
					Total :	934.83
183729	7/1/2020	0000822 SHRED-IT USA, INC	8129819505		SHREDDING	116.15
			8129819576		SHRED	84.36
					Total :	200.51
183730	7/1/2020	0000831 SIX ROBBLEES', INC	14-398755		NON CHLORINTATED BRA	161.52
			14-399108		NON-CHLOR BRAKE CLE	-40.38
			14-399109		NON-CHLOR BRAKE CLE	40.38
					Total :	161.52
183731	7/1/2020	0010170 SKAGIT CONSERVATION DISTRICT	1492		POOP FAIRY SIGNS	403.30
					Total :	403.30
183732	7/1/2020	0000814 SKAGIT FARMERS SUPPLY	518595		ETHANOL	40.94
					Total :	40.94
183733	7/1/2020	0000853 SKAGIT RIVER STEEL & RECYCLING	106236		TSOE	566.04
					Total :	566.04
183734	7/1/2020	0004821 SME SOLUTIONS, LLC	296526		REPLACE FILTER	704.12
					Total :	704.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183735	7/1/2020	0009978 SOLENIS	131649873		PRAESTOL	4,132.12
Total :						4,132.12
183736	7/1/2020	0000846 SOUND PUBLISHING, INC	7986128		MAY 2020/PUBLICATIONS-ACCT#80125	651.75
			WCW899620		BID CALLS	134.57
			WTN900241		CITY NOTICES	56.69
			WTN900243		CITY NOTICES	36.76
			WTN900279		LEGAL NOTICES GENERAL	29.28
			WTN900734		CITY NOTICES	74.14
Total :						983.19
183737	7/1/2020	0000860 STANDARD INSURANCE COMPANY	062220		LIFE/POCFF	276.88
Total :						276.88
183738	7/1/2020	0003883 STAPLES BUSINESS ADVANTAGE	3447399717		COMPUTER MICROPHONE	34.06
			3447798865		NTBK/BUS CARD POUCH/CALL BELL	99.02
			3448488935		COMPLETE CUSTOM DESK NAMEPLAT	42.79
			3448488941		OSP BACKLESS SADDLE SEAT	146.57
			3448488944		READ RIGHT ALCOHOL-FREE WIPE	21.76
			3448488945		STPLS PAD	41.72
			3448488950		HP 305X HY BLACK TONER	342.21
			3448488954		HP 952XL/952 HYBLK/STDCLR 4PK	220.61
			3448488955		BINDERS	28.10
			3448876850		DUAL PAD QUAD RULE	5.42
			3448876857		LABLES/FOLDERS	45.75
			3448876861		FILES	30.51
			3448876863		PAPER/PAPER TOWELS	223.81
			3448876864		CDR/ENVELOPES/DVD-R/LABLES	126.11
			3448876865		STPLS SUPR STNGHT	31.90
			3449360305		SILCVRRRORSSKS	10.88
			3449360324		SGNHLDER DESK	31.57
			3449360326		NAME PLATE	66.12
			3449360330		PRINT CALC	100.50
			3449360332		TONER	249.89
			3449360335		BOX/LETTER OPENER/SCISSORS/	52.46
			3449360338		PAD CMPPTN	83.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183738	7/1/2020	0003883 0003883 STAPLES BUSINESS ADVANTAGE	(Continued)			Total : 2,035.72
183739	7/1/2020	0000863 STERKEL, TIMOTHY	060220		OUT OF POCKET	36.00
						Total : 36.00
183740	7/1/2020	0000874 SURETY PEST CONTROL	1342293		PEST CONTROL	31.52
			1342295		PEST CONTROL	44.57
			1342298		PEST CONTROL	44.57
			1342300		PEST EXTERMINATION	33.70
			1342307		PEST CONTROL	31.52
			1348367		PEST EXTERMINATION	59.79
						Total : 245.67
183741	7/1/2020	0000910 TRAFFIC SAFETY SUPPLY CO	INV027187		NO PARKING SIGNS	173.65
						Total : 173.65
183742	7/1/2020	0000287 TYLER TECHNOLOGIES, INC	045-305250		EXECUTIVETIME PROF SERVICES	160.00
						Total : 160.00
183743	7/1/2020	0000923 UNITED PARCEL SERVICE	0000A0182W220		SHIPPING	17.96
			0000A0182W240		SHIPPING	26.89
						Total : 44.85
183744	7/1/2020	0000932 VERIZON WIRELESS	9856241041		CURRENT COMM CHARGES	6,953.25
						Total : 6,953.25
183745	7/1/2020	0000971 WALMART COMMUNITY/SYNCB	008397		VACUUM	163.35
						Total : 163.35
183746	7/1/2020	0000985 WASTE MANAGEMENT	061720		DUMPSTER DEPOSIT REFUND	1,386.46
						Total : 1,386.46
183747	7/1/2020	0003486 WESTERN FACILITIES SUPPLY, INC	034222		ACID DISINFECTANT CLNR	233.83
						Total : 233.83
183748	7/1/2020	0006267 WESTERN REFUSE & RECYCLING	160529		FORK BUMPER	48.27
			160551		PAK CER PROXIMITY SWITCH	276.00
			160561		DOUBLE PIN/SPACER/BEARING	1,361.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183748	7/1/2020	0006267 WESTERN REFUSE & RECYCLING	(Continued) 160576 160620		PROXIMITY SWITCH SPACERAC	306.93 236.93 Total : 2,230.11
183749	7/1/2020	0001039 WESTERN TRUCK CENTER	026P10989 026P11382		GASKET-PUMP HYDRAULIC OIL FILTER/DRAIN PLUG	16.57 57.66 Total : 74.23
183750	7/1/2020	0001000 WHIDBEY AUTO PARTS, INC.	423210 423714 423791		OIL FILTER TRANS FL FEMAL/HOSE.CRIPM FEE	15.67 409.38 871.91 Total : 1,296.96
183751	7/1/2020	0000675 WHIDBEY COMMUNITY PHYSICIANS	CPS232129 cps236146		PHYSICAL/PLACE PHYSICAL/BOON	150.00 150.00 Total : 300.00
183752	7/1/2020	0008377 WHIDBEY MOVING & STORAGE	1		FURNITURE MOVE	400.00 Total : 400.00
183753	7/1/2020	0001017 WHIDBEY PRINTERS	51229		MOORAGE CONTRACTS	546.73 Total : 546.73
183754	7/1/2020	0001010 WHIDBEY TELECOM	4554808		ALARM MONITORING	65.35 Total : 65.35
183755	7/1/2020	0001005 WHIDBEYHEALTH MEDICAL CENTER	WAJ19643 WAJ48213 WAJ48628		INMATE SERVICES INMATE SERVICES INMATE SERVICES	867.85 148.75 1,819.00 Total : 2,835.60
183756	7/1/2020	0009092 XEROX FINANCIAL SERVICES	2144996 2144997		LEASE PAYMENT JUN 2020 COPIER RENTAL	728.48 148.67 Total : 877.15
183757	7/1/2020	0009831 YAKIMA COUNTY DEPT OF CORRECTI	061020		MAY 2020 INMATE HOUSING	5,223.75

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183757	7/1/2020	0009831	0009831 YAKIMA COUNTY DEPT OF CORRECTI	(Continued)		Total : 5,223.75
183758	7/1/2020	0000355	ZIPLY FIBER			
			007-9244		CURRENT PHONE CHARGES	259.21
			675-2111		CURRENT PHONE CHARGES	70.38
			675-2111		CURRENT PHONE CHARGES	70.38
			675-3121		CURRENT PHONE CHARGES	64.88
					Total :	464.85
124 Vouchers for bank code : bank						Bank total : 500,460.09
124 Vouchers in this report						Total vouchers : 500,460.09

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183505	6/10/2020	0007449 A-1 PERFORMANCE, INC	33397		MAY 2020 JANITORIAL SERVICES	4,409.05
			33479		MAY 2020 MONTHLY CLEANING	824.09
			33523		REIMBURSABLE EXPENSES	74.04
					Total :	5,307.18
183506	6/10/2020	0000005 A-1 TOWING	68992		TOWING SERVICES	200.01
			69037		TOWING SERVICES	200.38
					Total :	400.39
183507	6/10/2020	0000007 AA ELECTRIC	11687		STREET LIGHT REPLACEMENT	2,703.55
					Total :	2,703.55
183508	6/10/2020	0000028 ALL ISLAND LOCK & KEY	29747		PADLOCKS	105.32
			29752		MASTER LOCKS	637.45
					Total :	742.77
183509	6/10/2020	0000029 ALL PHASE ELECTRIC SUPPLY	0952-589061		BATTERIES	211.70
					Total :	211.70
183510	6/10/2020	0000033 ALPINE PRODUCTS, INC	TM-194149		STENCILS	976.88
					Total :	976.88
183511	6/10/2020	0001862 AMAZON/SYNCB	435946778937		CLEAR ACRYLIC P	28.30
			436647367958		COVERS	402.92
			4383397967967		SPRAY BOTTLE	21.77
			438534459948		CASE/MOUSE	39.18
			444983546688		STANCHION SIGNS	54.34
			447835867667		SUNSCREEN	10.61
			449578888437		WIPES	43.52
			453865496883		HAND SANITIZER	252.84
			453953875459		CASE REFUND	-12.84
			457669355975		TABLE COVER	27.21
			458534335667		CAR CHARGER	86.64
			464946843867		IDLER PULLEY	35.39
			465789339357		HAND SANITIZER	191.40
			467495898635		ADJUSTABLE MAGNET	34.82

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183511	6/10/2020	0001862	AMAZON/SYNCB		(Continued)	
			468649736354		DISK STATION	595.68
			474954876446		HAND SANITIZER	145.44
			485974369733		CLOROX WIPES	97.60
			496973373364		SQUARE TRADE	16.32
			536737553435		LOTION	23.84
			539837897397		WIRELESS CHARGER	13.01
			564955777968		MS COVERS	839.60
			576467765457		CASE	43.54
			599337985355		GLOVES REFUND	-18.48
			685557395658		AIR FRESHENER	143.42
			689733463443		CHAIR	162.26
			765544433848		COFFEE	77.66
			835569759684		INTERNAL HARD DRIVE	460.86
			839884879534		PET BOTTLE	29.04
			856348385648		GLOVES REFUND	-443.52
			876749937978		NYLON HAND WRIS	6.52
			937933997664		USB HEADSET	35.93
			939638773369		BATTERIES	19.38
			958867776879		FOOD GRADE SILICONE	289.08
			976649677967		GLOVES	369.60
			986469885848		STANCHIONS	152.36
					Total :	4,275.24
183512	6/10/2020	0000712	AMERIGAS	3106757975	PROPANE	136.44
					Total :	136.44
183513	6/10/2020	0010164	ANDREWS, TYLER	060220	HYDRANT DEPOSIT REIMBURSEMENT	1,385.90
					Total :	1,385.90
183514	6/10/2020	0000050	ARAMARK	22421125	FACE MASKS	282.05
					Total :	282.05
183515	6/10/2020	0007839	ASHLEY'S DESIGN & LETTERMAN	6515	HAT	17.00
				6531	EMBROIDERY	32.67
					Total :	49.67

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183516	6/10/2020	0004019 ASSOCIATED PETROLEUM PRODUCTS	0198607-IN 0198613-IN 0198618-IN 0198925-IN 0201084-IN 0201235-IN 0203931-IN 0205738-IN		FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL	319.74 184.57 539.96 82.76 5,869.94 3,995.84 9,469.06 4,943.32 Total : 25,405.19
183517	6/10/2020	0000159 AT&T MOBILITY	287249477751X0524202		CURRENT WIRELESS SERVICES	36.15 Total : 36.15
183518	6/10/2020	0007688 AUTOZONE	3385225010		XTRAVISION HEAD	17.12 Total : 17.12
183519	6/10/2020	0000077 BARGE, JA	EXP REIMB EXP REIMB		OUT OF POCKET EXPENSES 2ND QTR 2020 PREMIUMS	304.22 433.80 Total : 738.02
183520	6/10/2020	0004733 BARRON HEATING & AIR COND, INC	060120		MECHANICAL PERMIT REIMBURSEMENT	38.50 Total : 38.50
183521	6/10/2020	0000082 BAYSHORE OFFICE PRODUCTS, INC	849486		CHAIR	240.69 Total : 240.69
183522	6/10/2020	0010047 BINGS STUDIO, LTD	433		ENGRAVED PAVERS	47.00 Total : 47.00
183523	6/10/2020	0004168 BLUETARP FINANCIAL, INC	44477527 44883336		FUEL HTIW/REDLITHIUM ANNUAL RENEWAL	270.66 39.99 Total : 310.65
183524	6/10/2020	0004818 BOBBINK, MICHAEL	052020		MAY 2020 HEARING EXAMINER	1,708.33 Total : 1,708.33
183525	6/10/2020	0004380 BYRNE, SEAN	060220		HYDRANT DEPOSIT REIMBURSEMENT	684.55

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183525	6/10/2020	0004380 0004380 BYRNE, SEAN			(Continued)	Total : 684.55
183526	6/10/2020	0000150 CASCADE NATURAL GAS	08793000004 27891142880 36624000000 58793000009 80434000008 82193000005 90134000000		NATURAL GAS/POLICE STATION NATURAL GAS/1375 SE CITY BEACH ST NATURAL GAS/FIRE STATION NATURAL GAS/CITY HALL NATURAL GAS/CITY SHOP NATURAL GAS/ANNEX NATURAL GAS/ADULT CARE CENTER	141.44 3,530.82 249.31 203.10 577.26 37.82 50.69 Total : 4,790.44
183527	6/10/2020	0000172 CHRISTIANS TOWING STORAGE	32428		TOWING SERVICES	200.00 Total : 200.00
183528	6/10/2020	0007655 COBAN TECHNOLOGIES, INC	31454		DIAGNOSTIC	125.01 Total : 125.01
183529	6/10/2020	0000694 CORE & MAIN	M352273		VALVE BOX RISERS	945.09 Total : 945.09
183530	6/10/2020	0000217 CUES, INC	560699		FREIGHT	18.65 Total : 18.65
183531	6/10/2020	0000256 DAY WIRELESS SYSTEMS	INV633377		MOBILE RADIO REPAIR	251.56 Total : 251.56
183532	6/10/2020	0000247 DIAMOND RENTALS	1-588083-7 1-594607 1-594895 1-595345		PORTABLES GATOR BLADE PULLY IDLER HOSE	75.00 69.18 126.93 98.01 Total : 369.12
183533	6/10/2020	0002228 DIVERSIFIED INSPECTIONS/	INDI24467		ANNUAL SAFETY INSPECTIONS	892.50 Total : 892.50
183534	6/10/2020	0007591 DUDE SOLUTIONS	INV-71665		MAINTENANCE EDGE	2,099.26 Total : 2,099.26

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183535	6/10/2020	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	LN-000000115 LN-000000116		LOAN PAYMENT/EL150065 LOAN PAYMENT/EL150067	292,250.12 87,816.69
Total :						380,066.81
183536	6/10/2020	0006984 ECOLUBE RECOVERY, LLC	3504060120		USED OIL FILTERS	282.56
Total :						282.56
183537	6/10/2020	0000273 EDGE ANALYTICAL, INC	20-12284 20-16184 20-16676 20-17751		TESTING TESTING TESTING TESTING	459.00 114.00 133.00 114.00
Total :						820.00
183538	6/10/2020	0009073 EMERGENCY REPORTING, LLC	INV202015727		JUL 2020 SUBSCRIPTION	229.33
Total :						229.33
183539	6/10/2020	0008922 EMPLOYMENT SCREENING RESOURCES	208652 209240		EMPLOYMENT SCREENING EMPLOYMENT SCREENING	101.80 77.10
Total :						178.90
183540	6/10/2020	0007161 EWING	9632918 9682245		TEES/ELL/ADAPTERS WRENCH	83.88 81.45
Total :						165.33
183541	6/10/2020	0008752 EXACT SCIENTIFIC SERVICES, INC	20-04784 20-05549 20-06276		TESTING TESTING TESTING	161.00 132.00 161.00
Total :						454.00
183542	6/10/2020	0000308 FEDERAL EXPRESS	7-018-59955		SHIPPING	151.18
Total :						151.18
183543	6/10/2020	0006206 FIRE CHIEF EQUIPMENT	74909B-IN		CYLINDER SERVICE	757.75
Total :						757.75
183544	6/10/2020	0008880 FIZZ EVENTS, LLC	202006 202011		MAY 2020 RACE MANAGEMENT FEE REIMBURSEMENTS	4,050.00 5,820.45

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183544	6/10/2020	0008880 0008880 FIZZ EVENTS, LLC			(Continued)	Total : 9,870.45
183545	6/10/2020	0000326 FRONTIER BUILDING SUPPLY	192282 192641		GROUT UTILITY SPF MIX	21.66 53.58 Total : 75.24
183546	6/10/2020	0000325 FRONTIER FORD	160243C		A/C PUMP REPLACEMENT	334.17 Total : 334.17
183547	6/10/2020	0010165 GOLDEN HARVEST, INC	021624		REPLACEMENT NUTS	2,178.00 Total : 2,178.00
183548	6/10/2020	0007998 GOOD TO GO	TB-201632665		TOLL BILL	2.75 Total : 2.75
183549	6/10/2020	0000349 GRAINGER	9536412746 9541030707		GASKETS/SCREEN/STRAINERS/BALL V SAFETY SIGNS	161.83 164.05 Total : 325.88
183550	6/10/2020	0000999 GRCC/WW	205160		REGISTRATION/BEBEE	500.00 Total : 500.00
183551	6/10/2020	0000345 GREATER OAK HBR CHAMBER OF COM	060120		JUN 2020 VISITOR CENTER OPERATIO	10,833.33 Total : 10,833.33
183552	6/10/2020	0004974 GREEN LIGHT SOLUTIONS	8590		MAINTENANCE & INSPECTIONS	940.00 Total : 940.00
183553	6/10/2020	0002747 GUARDIAN SECURITY	1017162		ALARM MONITORING	764.48 Total : 764.48
183554	6/10/2020	0008996 HARMSSEN & ASSOC, INC	20_0673		PROF SVC/FAKKEMA ACCESS RD	9,077.98 Total : 9,077.98
183555	6/10/2020	0005311 HB JAEGER COMPANY, LLC	U2016021680		COUPLING	260.34 Total : 260.34
183556	6/10/2020	0005515 HDR ENGINEERING, INC	1200272255		MAY 2020 PROF SVC/UTILITY RATE ANI	4,618.75

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183556	6/10/2020	0005515 HDR ENGINEERING, INC	(Continued) 1200272256		PROF SVC/PROJECTION OF SEWER SI	2,651.25
					Total :	7,270.00
183557	6/10/2020	0000382 HELTSLEY, RAY	EXP REIMB		2ND QTR 2020 PREMIUMS	433.80
					Total :	433.80
183558	6/10/2020	0003095 HOME DEPOT CREDIT SERVICES	24028		CONCRETE/GRASS SEED	190.03
					Total :	190.03
183559	6/10/2020	0001469 INTERNATIONAL CODE COUNCIL	1001194124 1001195646		FIRE INSPCT I WEB SERIES FIRE INSPCT I WEB SERIES	98.00 49.00
					Total :	147.00
183560	6/10/2020	0008582 INTERPRETING TECHNOLOGY	IT34264		JUN 2020 MANAGED CARE	17,260.65
					Total :	17,260.65
183561	6/10/2020	0000410 ISLAND COUNTY SOLID WASTE	053120		MAY 2020 TIPPING FEES	78,957.00
					Total :	78,957.00
183562	6/10/2020	0000411 ISLAND COUNTY TREASURER	060120		CRIME VICTIM ASSISTANCE	106.90
					Total :	106.90
183563	6/10/2020	0000412 ISLAND COUNTY TREASURER	052820		2ND QTR 2020 JOINT TOURISM	5,000.00
					Total :	5,000.00
183564	6/10/2020	0000415 ISLAND DISPOSAL	053120		MAY 2020 RECYCLING	14,864.85
					Total :	14,864.85
183565	6/10/2020	0010168 ISLAND DIVE 1	48 49		UNDERWATER SERVICES UNDERWATER SERVICES	424.71 101.28
					Total :	525.99
183566	6/10/2020	0000454 JET CITY EQUIPMENT RENTAL	34617 34639		CONCRETE DUMPING ASPHALT DUMPING	156.64 21.96
					Total :	178.60
183567	6/10/2020	0000494 LAKESIDE INDUSTRIES	123829		ASPHALT	1,003.36

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183567	6/10/2020	0000494 0000494 LAKESIDE INDUSTRIES			(Continued)	Total : 1,003.36
183568	6/10/2020	0000979 LES SCHWAB	41400491103		TIRES	-248.65
			41400492229		TIRES	356.57
			41400492322		TIRES	98.00
			41400492991		TIRES	434.84
			41400493065		TIRES	1,491.91
					Total :	2,132.67
183569	6/10/2020	0000530 MAILLIARD'S LANDING NURSERY	199546		YARD WASTE	211.65
			199594		YARD WASTE	339.75
			200049		YARD WASTE	279.55
			200228		YARD WASTE	283.05
			200424		YARD WASTE	391.20
			200632		YARD WASTE	490.60
			200791		YARD WASTE	338.00
			200909		YARD WASTE	328.90
			201520		YARD WASTE	300.20
			201723		YARD WASTE	355.50
			201827		YARD WASTE	360.75
			202027		YARD WASTE	485.70
			202029		YARD WASTE	20.00
			202127		YARD WASTE	374.75
			202191		YARD WASTE	236.15
			202666		YARD WASTE	294.25
			202814		YARD WASTE	294.95
			203007		YARD WASTE	349.55
			203135		YARD WASTE	479.75
			203228		YARD WASTE	198.70
			203299		YARD WASTE	328.20
			203955		YARD WASTE	457.25
			204063		YARD WASTE	297.75
			204274		YARD WASTE	385.25
			204359		YARD WASTE	280.25
			204410		YARD WASTE	297.75
			205327		YARD WASTE	15.00

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183569	6/10/2020	0000530 0000530 MAILLIARD'S LANDING NURSERY	(Continued)			Total : 8,474.40
183570	6/10/2020	0000660 MARKET PLACE FOOD & DRUG	588488 588493		GROCERIES GROCERIES	20.85 242.89 Total : 263.74
183571	6/10/2020	0005025 MASCOTT EQUIPMENT	488607		MAJOR REPAIR KIT	575.82 Total : 575.82
183572	6/10/2020	0002871 MASTER METER, INC	218512		VEHICLE READING SOFTWARE SUPPC	1,500.00 Total : 1,500.00
183573	6/10/2020	0006072 MASTER'S TOUCH, LLC	P69541 P69542		MAY 2020 POSTAGE FOR LATE NOTICE MAY 2020 POSTAGE FOR STATEMENTS	405.77 2,774.10 Total : 3,179.87
183574	6/10/2020	0006072 MASTER'S TOUCH, LLC	69541 69542		MAY 2020 MAILING SERVICES FOR LAT MAY 2020 MAILING SERVICES FOR UTI	324.16 1,602.43 Total : 1,926.59
183575	6/10/2020	0000538 MID AMERICAN RESEARCH CHEMICAL	0698492-IN		ALCO-SAN 1G	411.69 Total : 411.69
183576	6/10/2020	0000197 MILES SAND & GRAVEL COMPANY	1785096 1785476		6SK AIR 6SK AIR	278.27 139.13 Total : 417.40
183577	6/10/2020	0008460 MOUNTAIN MIST	003501045		WATER	24.73 Total : 24.73
183578	6/10/2020	0000958 NATURAL RESOURCES, WASHINGTON STAT	4900/0100142782/2020		AQ EASE SANITATION	3,921.00 Total : 3,921.00
183579	6/10/2020	0006323 NAUTICAL SOFTWARE SOLUTION	14143		TMP ANNUAL SOFTWARE MAINTENANCE	1,170.00 Total : 1,170.00
183580	6/10/2020	0000672 OAK HARBOR ACE	324788 325886		PADLOCKS/ROPE/HARDWARE/FASTEN MOUNTING TAPE/WIRE/HOOKS/CHAIN	25.06 40.10

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183580	6/10/2020	0000672 OAK HARBOR ACE	(Continued)			
			325985		COVER/BRUSHES	34.88
			326042		PAINT/HOOKS	32.21
			326045		WRENCH SETS/PLIERS/RUST STOP	257.96
			326101		ADAPTER/NIPPLES/NOZZLE/CORD	35.59
			326127		TEES/COUPLES/BUSHING/ELBOWS/PF	86.49
			326149		PACKING GRPHT	4.35
			326150		LEVER	8.27
			326160		FASTENERS	20.71
			326161		SCREWS	4.33
			326196		FASTENERS/NUTS	6.58
			326200		CABLE/FASTENERS	33.64
			326236		UNDERCOATING RUBBER	24.80
			326282		FASTENERS/SECURITY BIT	7.01
			326293		PIPE/TUBE CUTTER/ELBOW/TEE	33.26
			326301		PIPE/SIDE OUTLET/BUSHINGS/RING/NI	50.01
			326320		VALVE	-14.15
			326321		VALVE	17.41
			326327		VALVE	17.41
			326355		EPOXY	5.43
			326406		TRIMMER LINE	11.97
			326456		FILTERS	47.87
			326460		FILTERS	10.87
			326480		DRILL BIT	6.52
			326484		DRILL BIT	5.00
			326487		HOLE DOZER BM HLSW	10.88
			326501		SCREW	4.13
					Total :	828.59
183581	6/10/2020	0000668 OAK HARBOR AUTO CENTER	359006196		FILTERS	38.57
			359006197		FILTERS	19.59
			359006208		STABILIZER BAR	58.57
			359006605		FUSES	4.33
			359006606		MAX 30 AMP	4.33
			359006762		G-05 AFC	15.64
			359006763		DEX COOL AFC	14.34
			359006869		FILTERS	42.46

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183581	6/10/2020	0000668 OAK HARBOR AUTO CENTER	(Continued)			
			359007120		HUB ASSEMBLY/AXLE NUTS	95.62
			359007122		AXLES	64.84
			359007125		HUB ASSEMBLY	103.85
			359007146		E-SHIELD	154.19
			359007213		DISC PAD SET/E-SHIELD	100.72
			359007244		DISC BRAKE PADS	5.26
			359007365		FILTERS	175.80
					Total :	898.11
183582	6/10/2020	0000676 OAK HARBOR POLICE DEPARTMENT	053120		PETTY CASH	18.90
					Total :	18.90
183583	6/10/2020	0006007 O'REILLY AUTO PARTS	2532-182565		SWITCH/TERMINALS	18.81
			2532-183102		BRAKE ROTOR/DISC PAD SET	248.83
					Total :	267.64
183584	6/10/2020	0007177 OSEGUERA, NINA	060420		PARK RESERVATION FEE REFUND	200.00
					Total :	200.00
183585	6/10/2020	0001218 PBY MEMORIAL ASSOCIATION	060620		REIMBURSEMENT	2,250.00
					Total :	2,250.00
183586	6/10/2020	0010129 PNW CIVIL, INC	20006-01		DOCK STREET SIDEWALK REPAIR	20,247.29
			20013-01		SHOP SLAB	11,716.78
					Total :	31,964.07
183587	6/10/2020	0000724 PONY MAILING & BUSINESS CENTER	323485		SHIPPING	62.57
					Total :	62.57
183588	6/10/2020	0007083 PR DIAMOND PRODUCTS, INC	0055568-IN		JUMBO PRO ASPHALT/BLADE	610.00
					Total :	610.00
183589	6/10/2020	0000743 PUGET SOUND ENERGY	200002036917		ELECTRICITY/BTWN BAYSHORE DR & I	68.59
			200003131170		ELECTRICITY/WELL #7	13.37
			200007268135		ELECTRICITY/SW ERIE ST SW BARRIN	174.72
			200010549943		ELECTRICITY/WELL #6	13.37
			220002247165		ELECTRICITY/SW FAIRWAY POINT DR &	10.61

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183589	6/10/2020	0000743 PUGET SOUND ENERGY	(Continued)			
			300000005003		ELECTRICITY/PARKS	130.27
			300000007421		ELECTRICITY/STREET LIGHTS	25.94
			300000007421		ELECTRICITY/STREET LIGHTS	11,541.21
			300000009906		ELECTRICITY/PARKS	10.39
			300000010409		ELECTRICITY/PARKS	55.55
			300000010458		ELECTRICITY/STREET LIGHTS	79.12
			300000010516		ELECTRICITY/STREET LIGHTS	60.57
					Total :	12,183.71
183590	6/10/2020	0009627 RINGCENTRAL, INC	CD_000117115		DIGITAL UNLIMITED STANDARD	27.98
					Total :	27.98
183591	6/10/2020	0003024 ROBBINS, EPHRAIM	EXP REIMB		PSI TPO GROUP II EXAMINATION	102.00
			TRAVEL REIMB		PSI TPO GROUP II EXAMINATION	154.10
					Total :	256.10
183592	6/10/2020	0008395 SHELLEY, JR, TIM	20200526		RECORDING SERVICES	636.65
					Total :	636.65
183593	6/10/2020	0003783 SHERWIN-WILLIAMS CO	6983-1		PAINT	473.72
					Total :	473.72
183594	6/10/2020	0000831 SIX ROBBLEES', INC	14-398422		GROMMETS	13.26
					Total :	13.26
183595	6/10/2020	0000814 SKAGIT FARMERS SUPPLY	514648		FUEL	29.28
			535891		PROPANE	14.52
			536152		PROPANE	17.66
			6001401		POTASH/SCU BULK	6,322.21
					Total :	6,383.67
183596	6/10/2020	0002901 SMITH & LOVELESS, INC	144967		GASKETS	193.51
					Total :	193.51
183597	6/10/2020	0000846 SOUND PUBLISHING, INC	WCW898670		CITY NOTICES	150.77
			WNT898261		CITY NOTICES	14.95
			WNT898262		CITY NOTICES	15.58

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183597	6/10/2020	0000846 SOUND PUBLISHING, INC	(Continued) WNT898595		CITY NOTICES	52.25
Total :						233.55
183598	6/10/2020	0000860 STANDARD INSURANCE COMPANY	052120		LIFE/POCFF	251.88
Total :						251.88
183599	6/10/2020	0003883 STAPLES BUSINESS ADVANTAGE	3445333348 3445658339 3445658344 3446251657 3447048088 3447048093 3447048094 3447399712 3447399715 3447798837 3447798842 3447798846 3447798851 3447798854 3447798861 3447798878		INK PENS/TONER TONER/POST IT NOTES TONER DVDS JANITORIAL SUPPLIES TONER PAPER TOWELS 4 PORT USB POST IT NOTES PADS MONITOR WIPES FIRST AID SUPPLIES EXTERNAL CABLE WATER CREDIT	160.36 210.00 298.12 222.40 47.61 338.31 66.84 133.47 54.28 88.67 9.77 142.13 44.17 79.65 32.63 -25.04
Total :						1,903.37
183600	6/10/2020	0008470 STEAM WEB HOSTING	3814		WEB HOSTING	19.95
Total :						19.95
183601	6/10/2020	0006330 STRIDER CONSTRUCTION CO, INC	060220		HYDRANT DEPOSIT REIMBURSEMENT	1,271.55
Total :						1,271.55
183602	6/10/2020	0004050 SUMMIT LAW GROUP	113544		SUMMIT WEBINARS	500.00
Total :						500.00
183603	6/10/2020	0000874 SURETY PEST CONTROL	1343760 1344806		PEST EXTERMINATION PEST EXTERMINATION	54.35 78.81
Total :						133.16

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183604	6/10/2020	0010167 TANIS, INC	283733		SWEEPER BRUSH	1,684.43
						Total :
183605	6/10/2020	0010163 TENNANT SALES AND SERVICE COMP	917081464		BRUSHES	1,219.68
						Total :
183606	6/10/2020	0008337 TRACTOR SUPPLY COMPANY	100232884		ROUNDUP SPRAY	87.11
						Total :
183607	6/10/2020	0001053 TREASURER, WASHINGTON STATE	060220		MAY 2020 COURT/BC FEES	6,003.81
						Total :
183608	6/10/2020	0000287 TYLER TECHNOLOGIES, INC	045-301056		TIME AND ATTENDANCE/ADVANCED S	80.00
						Total :
183609	6/10/2020	0000922 UNUM LIFE INSURANCE COMPANY	051820		LONG TERM CARE	405.86
						Total :
183610	6/10/2020	0000926 USABLUBOOK	232700		TRACER WIRE	100.06
						Total :
183611	6/10/2020	0000934 UTILITIES UNDERGROUND LOCATION	0050189		MAY 2020 LOCATES	148.35
						Total :
183612	6/10/2020	0000971 WALMART COMMUNITY/SYNCB	005446 007626		MAILERS SH ROTATOR LIFT AWAY	5.96 194.93
						Total :
183613	6/10/2020	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW O	71 98		PROF SVC/LITIGATION PROF SVC/GENERAL	273.00 3,656.25
						Total :
183614	6/10/2020	0007094 WESTERN EQUIPMENT, INC	7116576-00 7118330-00		SPOOL/VALVE VALVE	607.50 1,040.78
						Total :
183615	6/10/2020	0004644 WESTERN SAFETY PRODUCTS, INC	190945-1		SURGICAL MASKS	699.90

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183615	6/10/2020	0004644 0004644 WESTERN SAFETY PRODUCTS, INC	(Continued)			Total : 699.90
183616	6/10/2020	0001039 WESTERN TRUCK CENTER	02130P44569 026P10771 026P9950		BATTERY BOX COVER COMPRESSOR TUBE ASSY	540.43 315.08 433.70 Total : 1,289.21
183617	6/10/2020	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1370		MAY 2020 ANIMAL SHELTER	4,166.67 Total : 4,166.67
183618	6/10/2020	0001000 WHIDBEY AUTO PARTS, INC.	420209 420978		HOSE COUP/VALVE CARBIDE	6.74 357.36 Total : 364.10
183619	6/10/2020	0001017 WHIDBEY PRINTERS	51215 51220		WINDOW ENVELOPES UTILITIES BUSINESS CARDS/PLACE/LINDSEY	311.45 152.46 Total : 463.91
183620	6/10/2020	0001005 WHIDBEYHEALTH MEDICAL CENTER	WAJ97947		INMATE SERVICES	35.70 Total : 35.70
183621	6/10/2020	0001061 XEROX CORPORATION	010496286 702396033		MAY 2020 COPIER RENTAL APR 2020 COPIER RENTAL	268.75 2,543.62 Total : 2,812.37
183622	6/10/2020	0009092 XEROX FINANCIAL SERVICES	2103312 2103313		MAY 2020 COPIER RENTAL MAY 2020 COPIER RENTAL	653.83 148.67 Total : 802.50
183623	6/10/2020	0009005 YELLOW JACKET DRILLING	031820		HYDRANT DEPOSIT REFUND	1,203.04 Total : 1,203.04
183624	6/10/2020	0010166 YSI, INC	810585		SENSOL	651.00 Total : 651.00
183625	6/10/2020	0001067 ZEP SALES & SERVICE	9005192731		HAND SANITIZER	328.17 Total : 328.17

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183626	6/10/2020	0000355	ZIPLY FIBER			
			007-9244		CURRENT PHONE CHARGES	259.21
			197-0410		FIBER CONNECTION	822.92
			197-0420		FIBER CONNECTION	800.00
			279-9510		CURRENT PHONE CHARGES	65.03
			279-9874		CURRENT PHONE CHARGES	105.38
			675-1568		CURRENT PHONE CHARGES	265.24
			675-1669		CURRENT PHONE CHARGES	74.45
			675-3121		CURRENT PHONE CHARGES	64.88
			675-5190		CURRENT PHONE CHARGES	46.31
			679-0500		CURRENT PHONE CHARGES	68.98
			679-1651		CURRENT PHONE CHARGES	64.88
			679-2530		CURRENT PHONE CHARGES	71.30
			679-3228		CURRENT PHONE CHARGES	256.04

Total : 2,964.62

122 Vouchers for bank code : bank

Bank total : 716,465.02

122 Vouchers in this report

Total vouchers : 716,465.02

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.b.
Date: July 7, 2020
Subject: Arts Commission: Re-
Appointment of JR Russell to
Position 2

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Confirm re-appointment of JR Russell to the Arts Commission, Position 2, beginning July 7, 2020 and ending July 1, 2024.

BACKGROUND / SUMMARY INFORMATION

JR Russell was previously appointed to Position 2 on November 6, 2019, ending June 1, 2020, to fulfill the term vacated by Cydney Szypula. Prior to that appointment, JR served as the Alternate Member (appointed as alternate July 9, 2019).

LEGAL AUTHORITY

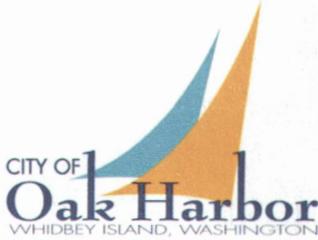
OHMC Chapter 2.29 and Section 2.65.010 (Ordinance No. 1207)

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Biography Form - JR Russell](#)



Boards and Commissions Biography Form

Board Appointment for (name of board): ARTS COMMISSION

Name: JR RUSSELL **Date:** 21 SEPT 2018

Address: [REDACTED]

City, State, Zip: OAK HARBOR, WA 98277

Phone Number: [REDACTED] **Email Address:** [REDACTED]

Mailing Address: *(if different from above)* _____

Resident in Oak Harbor City Limits? If yes, how long? YES, 36 YEARS

Occupation and Place of Employment:
(if retired, reference previous occupation(s)) MAGICIAN
CAPTAIN, UNITED STATES NAVY 1980-2010

Local Group or Civic Affiliations:
MILITARY OFFICERS OF AMERICA ASSOCIATION (MOAA)
NAVY LEAGUE
SOCIETY OF AMERICAN MAGICIANS (SAM) MILITARY PROGRAM CHAIR

Special Qualifications or Interests:
PRODUCER AND CREATOR OF 'WHIDBEY HAS TALENT' K-12 TALENT SHOW

Education and Other General Comments:
VILLA NOVA UNIVERSITY, BS EDUCATION
NAVAL POSTGRADUATE SCHOOL, MBA ENGINEERING SYSTEMS
ITALIAN NAVAL WAR COLLEGE, MBA FOREIGN AFFAIRS

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

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

Bill No. 4.c.
Date: July 7, 2020
Subject: Freund Marsh Drainage Letter
of Intent

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize the Mayor to direct staff to prepare a Letter of Intent with Wrights Crossing LLC, to perform storm water modelling to determine the drainage into Freund Marsh, and then to sign the Letter of Intent.

BACKGROUND / SUMMARY INFORMATION

At the June 17th City Council Workshop, City Staff and Scott Thompson, Wrights Crossing LLC, introduced a potential joint project to install a storm water filter vault and drainage pipe at the intersection of SR 20 and Erie Street. The filter vault would collect storm water runoff from both the Hillside PRD project and the existing 18-inch pipe in SR 20 and discharge it into the east channel of the Freund Marsh.

This Letter of Intent will be used as a basis to perform the following tasks:

Perform the hydraulic modeling of the 185-acre sub-basin that discharges storm water run-off through the existing 18-inch pipe along SR 20. The model needs to be developed to analyze the existing land uses and future land uses within the sub-basin.

1. The results of the model will be used to determine:
 1. The size of the proposed filter vault and number of filters
 2. The size of the new pipe from the proposed vault to the final discharge point at the east conveyance channel
 3. The impact to the east conveyance channel in terms of capacity (create flooding that requires this channel to be enlarged)
 4. Determine the impact to the 42-inch pipe with respect to the flooding conditions at SR 20/S. Beeksma Drive
 5. Detailed stormwater model report
2. An executive summary will be prepared to present to the Oak Harbor City Council which includes:
 1. Revised cost estimates for the proposed vault/filter system, associated discharge pipe, and the possible enlargement of the east conveyance channel
 2. The results of the impact to the 42-inch pipe
 3. A “GO-No Go” action plan

Per the Clear Creek Solutions cost proposal (see attached) that was submitted by Wrights Crossing, LLC, the estimated cost for the work identified above is:

• Phase 2 - Model Additional 18-inch	\$29,400
• Phase 3 – Model Additional 42-inch outfalls	\$33,800
• Phase 5 – Tech Memo	\$11,600

Total: \$ 74,800

LEGAL AUTHORITY

The City has authority to enter into a Letter of Intent subject to meeting requirements of applicable City Ordinance and state law regulations.

Approved by Grant Weed, City Counsel

FISCAL IMPACT

Funds Required: \$74,800

Appropriation Source: Project Fund? – 404.00.542.90.4100

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

June 17th, 2020 - City Council Workshop, the project was discussed.

ATTACHMENTS

1. [Clear Creek Solutions Proposal to Wrights Crossing, LLC](#)



CLEAR CREEK SOLUTIONS, INC.

15800 Village Green Drive #3
Mill Creek, WA 98012
425-225-5997
www.clearcreeksolutions.com

21 February 2020

Scott B. Thompson
Managing Member
Wrights Crossing LLC
Oak Harbor Conveyance System Modeling

SUBJECT: City Conveyance system modeling, Oak Harbor, WA

Based on our discussion I have updated our proposed scope of work for the stormwater modeling analysis Clear Creek Solutions (CCS) will perform for the City of Oak Harbor stormwater drainage systems, Oak Harbor, Washington.

Scope of Work and Cost Estimate

Phase 1 - Build model for conveyance 2 and 3.

CCS will model the existing conditions plus the proposed Hillside development and the downstream 36-in diameter tide gate to determine if and how much additional storage is required in Freund Marsh downstream from the site. The developer owns six (6) acres adjacent to the marsh that can be used for stormwater storage. If storage is required then CCS will determine how many acres of the Hillside project can be developed before storage is required.

Water surface elevations in Freund Marsh will be computed based on the 100-year peak flow and the mean higher high water (MHHW). The model vertical elevation datum will be NAVD 88, unless specified otherwise.

The Developer will provide the following:

1. Basin areas and land cover for Conveyance #2 and #3 that will contribute storm water to this area
2. LIDAR data of low lying area so that Clear Creek can develop a stage storage table
3. GIS shape file of city storm water conveyance system
4. Previous reports that had been prepared by others
5. Basin areas and land cover of proposed development

COMPLETED

Phase 2- Model additional 18 inch.

CCS will add to the Phase 1 model the drainage area and stormwater infrastructure of the current 18-inch diameter stormwater pipe draining SR20 and Erie Street down to the 36-inch tide gate. CCS will determine the amount of additional storage required if the stormwater from the current 18-inch pipe is directed into Freund Marsh and discharge through the 36-inch tide gate.

CCS will use GIS files provided by Mark Villwock to produce drainage basin areas and land cover of drainage area being diverted in Phase 2 to the 36-inch tide gage. CCS will use this data to generate basin areas and landuse data to be included in the models. CCS will perform scenario analysis that will evaluate different possible solutions and configurations in an effort to find a suitable solution for the flooding issues related to 18-inch inflow.

Phase 2 cost estimate: \$29,400.

Phase 3- Model additional 42" outfalls.

CCS will add to the Phase 2 model the drainage area and stormwater infrastructure of the 42-inch outfall. CCS will determine what flows from the conveyances to this outfall can be diverted to the 36-inch outfall and the additional storage required for this diversion.

CCS will use GIS files provided by Mark Villwock to produce drainage basin areas and land cover of drainage area being diverted in Phase 3 to the 36-inch tide gage. CCS will combine the phase 2 model and the phase 3 model in an effort to evaluate different possible alternatives. The alternatives will focus on the determining a satisfactory solution to the flooding issues for both phases. A maximum of 3 alternatives are scopes. Each additional alternative will cost \$10,000.

Phase 3 cost estimate: \$33,800.

Phase 4- Model opening to Sound.

CCS will add to the Phase 3 model the option of opening the easterly portion of the storage area to the Sound. CCS will model westerly fresh water wetland area with the continued use of the 36-inch tide gate.

Mark Villwock will provide information on the dimensions and elevation of the opening to the Sound.

Phase 4 cost estimate: \$12,000.

Additional tasks include:

Phase 5- Tech Memo.

Following the conclusion of all of the modeling work CCS will write a technical memo of our findings. The report will summarize the modeling work and results. Cost estimate: \$11,600.

Phase 6- Annual model update per conveyance.

CCS will update the completed stormwater model on an annual basis based on new and updated land cover and infrastructure improvements provided by the City. This work will be done per conveyance system. An annual report and model software will be provided to the City. Annual cost estimate: \$4,800 per conveyance.

Summary

	Hillside PRD, Oak Harbor, WA	Labor Hours		Labor Cost	Paid
Phase		Beyerlein	Brascher		
1	Build model for conveyance 2 and 3			\$36,000	Yes
2	Model additional 18 inch	24	120	\$29,400	No
3	Model additional 42" outfalls	8	160	\$33,800	No
4	Model opening to Sound	0	60	\$12,000	No
5	Write tech memo	16	40	\$11,600	No
6	Annual model update per conveyance	0	24	\$4,800	No
Total				\$127,600	

Labor Rates per hour

Doug Beyerlein, PE, project manager \$225.00

Joe Brascher, senior modeler \$200.00

Note that this cost estimate does not include time spent meeting with city staff or attending public meetings (if any). These costs will be extra and charged based on the fees shown on our labor schedule above.

Clear Creek Solutions, Inc.

Wrights Crossing LLC

Joseph T. Brascher, CEO

Scott B. Thompson, Managing Member

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

Bill No. 4.d.
Date: July 7, 2020
Subject: Minutes: June 2, 2020 Regular Meeting and June 17, 2020 Special Workshop Meeting

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approve Minutes as presented.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [June 17, 2020 Special City Council Workshop Meeting](#)
2. [June 2, 2020 Regular City Council Meeting Minutes](#)

Oak Harbor City Council
Workshop Meeting Minutes
Date June 17, 2020

CALL TO ORDER

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

Due to COVID-19, there was NO physical meeting location per WA Proclamation 20-28. Meeting was viewable live via YouTube or Channel 10 and was telephonically available at (623)404-9000, Meeting ID: 148-536-9708 (NOTE: Audio only, No Comments).

ROLL CALL

City Council Present: Videoconference

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

Staff Present: Videoconference

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

MAYOR

Mayor Severns noted WA Proclamation 20-28 was still in place and noted the Councilmembers present via videoconference.

ACTION ITEMS

- a. **ACTION ITEM: Professional Service Agreement: Fizz Events, Whidbey Island Marathon.**

City Administrator Oborn reviewed the action item regarding the Marathon which was

postponed due to COVID-19 to September 13, 2020. He introduced Jared Loranger, President of Fizz Events, who provided information on the decision to postpone, options examined and participant choices in arriving at the new date. He emphasized the importance of producing a safe event for all participants and thanked Administrator Oborn, Administrator Assistant Felix, Mayor Severns and Councilmembers for their assistance and support.

Councilmember Hizon thanked Mr. Loranger for his dedication.

Councilmember Servatius moved to approve Amendment 1 to the Professional Services Agreement with Fizz Events for the production of the 2020 Whidbey Island Marathon, extending the contract date to November 20, 2020 due to the rescheduling of the Marathon due to COVID-19, seconded by Mayor Pro Tem Munns. The vote on the item carried unanimously.

Councilmember Servatius moved to approve the Professional Services Agreement with Fizz Events for the production of the 2021 Whidbey Island Marathon, in the amount of \$41,500.00, for the period of June 30, 2020 to June 30, 2021, seconded by Mayor Pro Tem Munns. The vote on the motion carried unanimously.

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

City Administrator Oborn, Interim City Attorney Thompson and Finance Director Soule reviewed the action item regarding Resolution No. 20-19, authorizing the Creation of the CARES Selection Committee for the North Whidbey Island Small Business Relief Fund Program. The 5-member Committee would serve to determination of County and City CARES funds.

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

Councilmember Hizon moved to approve Resolution No. 20-19 authorizing the Creation of the CARES Selection Committee for the North Whidbey Island Small Business Relief Fund Program, seconded by Councilperson Wasinger. The vote on the item carried unanimously.

DEVELOPMENT SERVICES

a. Shoreline Master Program Periodic Review: Progress Report.

Interim Development Services Director Kamak and Senior Planner Lefevre provided updates of the three primary steps required by WAC 173-26-090. A draft of the in-progress Report was provided. Deadline for completion is June of 2021.

Staff will bring the finalized report to the Council in spring of 2021.

b. Housing Action Plan Update.

Interim Development Services Director Kamak and Senior Planner Lefevre regarding the Housing Action Plan Project Charter and reviewed the Plan's background, goals and objectives. The Plan incorporates recommendation from a task force that studied the issue of housing and will include a stakeholder's group that will include a member of the Planning Commission and the City Council.

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

Staff will bring the completed Housing Action Plan to the Council for approval by May 31, 2021.

c. Central Business District Code Review Update.

Interim Development Services Director Kamak and Associate Planner Lindenburg provided the update. Staff prepared and publicized an online survey in the days prior to the COVID-19-related shutdown of City Hall and other restrictions. Despite this, staff received over 300 responses to the survey, which is one step in the public outreach process.

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

Staff will provide continued updates for the July and August Council Workshop meetings

POLICE DEPARTMENT

a. Security Cameras in City Parks Update.

Police Chief Dresker and Finance Director Soule provided an update based on input from the June 2, 2020 Council meeting. Hearing no additional comments from the Council, Staff will put together a proposal for consideration at a future Council meeting.

b. Smoking in City Parks Ordinance Discussion.

Police Chief Dresker reviewed four options following input from the June 2, 2020 Council meeting:

1. Ban smoking in all City parks
2. Ban smoking in all except Windjammer Park and Ft. Nugent Park
3. Ban smoking only in certain areas in any parks
4. No ban of smoking in City parks.

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

Police Chief Dresker will work with Interim City Attorney Thompson and bring a draft forward at an upcoming Council meeting.

PUBLIC WORKS

a. Professional Services Agreement: Master Plan for Harbor Heights Property.

Public Works Director Rosen and Operations Manager Nydam provided an update on the Harbor Heights Regional Park Project and the selection process for an Engineering and Architectural Consultation Firm. Requests for Qualifications went out February 28, 2020 with a deadline of March 27, 2020, which was subsequently postponed to April 24, 2020 due to COVID-19. The City received two submittals and will propose a contract with David Evans and Associates. Director Rosen reviewed the Scope of Work for the Master Planning process.

Hearing no further input from the Council, staff will bring forward a contract at the July 7, 2020 regular Council meeting.

b. Professional Services Contract - Windjammer Park Planter Maintenance.

Operations Manager Nydam and Public Works Director Rosen presented information regarding the contracting of maintenance of the planter beds in Windjammer Park, around the Clean Water Facility and in the Pioneer Way parking lot. The current maintenance arrangements will expire in July. Staff put out a call for bids for annual maintenance by a private vendor due June 16, 2020. One bid was received from Simply Yards in the amount of \$15,812.28. Director Rosen reviewed the Scope of Work for the contract.

Councilmembers Servatius and Mack provided their respective comments and questions.

The cost of the contract will be absorbed into the present budget.

c. Development Agreement Survey Discussion.

City Engineer Bridges led a discussion stemming from the motion made by Councilmember Seratius at the June 2, 2020 regular Council meeting and reviewed the results of the survey.

Councilmembers Servatius and Mack provided their respective comments and questions.

d. Hillside PRD Proposal for Stormwater – Discussion.

City Engineer Bridges and Public Works Director Rosen led a discussion and provided historical information regarding the Freund Marsh Drainage Basin; a freshwater wetland located adjacent to Windjammer Park. Speakers Scott Thompson, Mark Villwock, and Joe Brascher as representatives of Wrights Crossing, LLC, an applicant for the Hillside PRD Preliminary Plat, provided additional information and recommendations. Engineer Bridges

noted a Planned Feasibility Study is budgeted.

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

The discussion will be continued at an upcoming Council meeting.

MARINA

a. Professional Services Contract with Moffit Nichols – Project Update.

Harbormaster Sublet, Project Manager Arvidson and City Administrator Oborn provided an update regarding necessary repairs at the Oak Harbor Marina, stemming from a storm event on February 1, 2020, as well as contract funding, permitting and procurement considerations.

Mayor Severns added his respective comments.

Staff will bring forward a budget amendment for Council approval in July.

FINANCE

a. COVID-19 Revenue Scenarios.

Finance Director Soule provided information regarding the revenue impacts of COVID-19 to the City through May 31, 2020, and State shared revenue through March 30, 2020, as well as citywide revenue comparisons from 2015-2020.

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

Finance Director Soule anticipated providing an updated report at the first meeting of each month.

ADMINISTRATION

a. North Whidbey Island Small Business Relief Update.

City Administrator Oborn provided information regarding CARES Grant funding program, which launched yesterday, June 16, 2020 for applications and will close at 5:00 p.m. on June 23, 2020. Information and a guide to completing the application are posted on the City's website or via email at cares@oakharbor.org. The City is administrating the program utilizing state funding provided to Island County and the City of Oak Harbor. Administrator Oborn reviewed the application process timeline and expressed gratitude to County Commissioner Johnson, as well as to Mayor Severns, the City Council and administrative staff.

Mayor Severns and Mayor Pro Tem Munns provided their respective comments and questions.

An Interlocal Agreement with Island County will be brought forward at the July 7, 2020 regular Council meeting. A resolution to approve the funding awards recommendation by the CARES Selection Committee will be brought forward at the July 14, 2020 special Council meeting.

b. City Administrator Report

City Administrator Oborn provided his report of all City operating areas with the following highlighted items:

- Wet Fiber with the City of Anacortes
- Partnership with the U.S. Navy
- Public Information Officer Combs recognition in the Association of Washington Cities publication Cityvision, along with Human Resources Director House, Fire Chief Merrill and Mayor Severns.
- Development Services Director Recruitment in process.

Mayor Pro Tem Munns provided her respective comments and questions.

CITY COUNCIL

Mayor Severns reported on the meeting with the Island County Board of Health. The Board of Health has submitted to the Governor's office that the County will lift the Phase 2 restriction for camping and will petition to move into Phase 3 of the Governor's four phase re-entry program under COVID-19.

Councilmember Hizon and Councilmember Wasinger provided additional comments concerning COVID-19 and on the status of items underway.

Mayor Severns noted the Association of Washington Cities Annual Conference is June 23-26, 2020. The meeting will be held inline with voting delegates needed June 25th from 10-12 a.m. The City has three delegate positions. Both he and Mayor Pro Tem Munns have conflicts and requested volunteers from the Council. Human Resources Director House will also attend.

Interim City Attorney Thompson reported on the update from Attorney General Ferguson regarding the extension of public meeting and records restrictions due to COVID-19 through July 1, 2020. Administrator Oborn noted staff is examining how best to hold the July 7, 2020 regular Council meeting to account for physical distancing requirements.

ADJOURN

There being no further reports or discussions, Councilmember Hizon moved to adjourn, seconded by Mayor Pro Tem Munns. Following a vote on the motion, Mayor Severns adjourned the workshop meeting at 9:46 p.m.

Certified by Julie Lindsey, City Clerk

Oak Harbor City Council
Regular Meeting Minutes
June 2, 2020

CALL TO ORDER

Due to COVID-19, there was NO physical meeting location per WA Proclamation 20-28. Meeting was viewable live via YouTube or Channel 10 and was telephonically available at (623)404-9000, Meeting ID: 148 813 0677 (NOTE: Audio only, No Comments).

Mayor Pro Tem Munns called the meeting to order at 6:00 p.m.

Invocation – Led by Pastor Ron, Lawler, Family Bible Church

Pledge of Allegiance – Led by Mayor Pro Tem Munns

ROLL CALL

City Council Present: Videoconference

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

Staff Present: Videoconference

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

Also in attendance via videoconference included City Consulting Attorney Brett Vinson, of Weed, Graagstra and Associates.

Others in attendance via videoconference: Cynthia Mason, Arts Commission Member, Rodric Gagnon and Therese Kingsbury, Arts Commission Members.

1. APPROVAL OF AGENDA

Staff requested to move item 7.a “Resolution 20-18: Council determination of use of CARES Funding for North Whidbey Small Business Relief Fund Program” to after item 8.a “Interagency Agreement with the Washington State Department of Commerce, CARES Act Funds for Local Governments.” The Resolution determining the use of the funding needs to be approved after the contract with the Department of Commerce accepting the funding.

Councilmember Woessner moved to approve the agenda as amended, seconded by Councilmember Hizon. The motion was unanimously approved.

2. PRESENTATIONS

a. Proclamations

Mayor Pro Tem Munns read the following Proclamations:

- i. Proclamation proclaiming June 8, 2020 as High School Graduation Recognition Week.
- ii. Proclamation waiving the 'Temporary Use Permit' fee to encourage Physical Distancing Vending

b. Honors & Recognitions

None.

c. Community Partner Presentations

None.

3. CITIZEN COMMENT PERIOD

Mayor Pro Tem Munns noted due to COVID-19, no members of the community were present. Citizen Comments were received via online survey and via US Mail.

- Mr. Joel Douglas of the Coachman Inn submitted comment dated May 26, 2020 via US Mail regarding the Public Hearing on utility rates.

4. CONSENT AGENDA

Consent Items

- a. Approval of Payroll and Accounts Payable Vouchers
- b. Minutes: May 5, 2020 Regular Meeting and May 20, 2020 Workshop Meeting
- c. Arts Commission Re-Appointment: Cynthia Mason
- d. Arts Commission: Acorn Sculpture Commissioning amendment
- e. Facilities Easement Agreement with Comcast
- f. Interlocal Agreement: Island County, Hoffman Trail

Motion: Hearing no objection, the items were approved as presented. Cynthia Mason of the Arts Commission thanked the Council for her re-appointment.

5. MAYOR, COUNCIL & STAFF COMMENTS

a. Mayor

Mayor Pro Tem Munns provided her respective comments and announcements on the following topics:

Riots across the country - Expressing sadness and hope for a future of change. Thankful about living in Oak Harbor and the peaceful protests taking place here to call for change.

COVID-19 - Exciting to see businesses open and people back to work and out in the community. The nice weather helps. Asking that everyone respect business owners' requests to wear cloth face coverings. We need to be accommodating to each other during this time.

Island County Public Health Board received a letter on June 2 from the Washington State Board of Health. The letter thanked local health boards for their work in their communities during this crisis. It also reminded us to keep up the work we are doing by continuing to promote social distancing, hand washing, wearing face coverings (when we can't keep our distance), sanitizing and encouraging people to stay home when they feel sick. The Department of Health also wants to remind us to continue to suppress this virus with testing, contact tracing, and assisting businesses and public entities with safe reopening guidelines. We need to continue the good work we are doing and work together to keep this virus from spreading or peaking again.

Upcoming Important City Council Dates

June is a summer month Council schedule, so there is only one regular meeting, and a special workshop meeting on June 17.

b. Councilmembers

Motion: Councilmember Servatius made the following motion: "I move to instruct staff to contact all current applicants seeking building permits and inquire if they would like to pursue a development agreement with the City of Oak Harbor and the results of this inquiry to be presented at our June 17th Workshop." Councilmember Woessner seconded the motion. Legal Counsel Vinson, as well as City staff requested clarification regarding the motion. Councilmembers Hizon, Woessner, Mack and Servatius provided their respective comments and announcements. Following discussion, the motion was approved

Motion: Councilmember Servatius made the following second motion, "I move to instruct staff to start an efficiency review of our building code standards for Council review." Councilperson Wasinger seconded the motion. Councilmembers Munns, Mack, Hizon and Servatius provided their respective comments and announcements. With discussion between the Council and staff concluded, the motion was approved.

c. City Administrator

City Administrator Oborn provided his respective comments and announcements.

- i. City Council Vacancy – Proposed Schedule and Proposed Application. A proposed schedule for filing the Position No. 7 Vacancy created by the resignation of Councilmember Larsen was presented to the Council, along with a proposed Application. A legal notice will be placed in the Whidbey News Times for four consecutive weeks in June and the application will be available from the City's website or at City Hall once the office is re-opened to the public.

Councilmember Wasinger moved to begin advertising and publish the proposed application. Councilperson Hizon seconded the motion. Upon discussion, Councilmember Wasinger amended her motion to read to approve the proposed

schedule for filling City Council Position No. 7 and proposed application. Councilmember Hizon confirmed her second of the amended motion. The motion was approved unanimously as amended.

ii. Clean Water Facility/Windjammer Park – Status of Punchlist Items with Hoffman Construction –

Project Manager Arvidson presented the staff report and shared a PowerPoint presentation with background on the project and a review of punchlist items status. He was joined by Public Works Director Rosen in responding to questions from the Council.

Councilmembers Servatius, Woessner and Munns provided their respective comments.

6. PUBLIC HEARINGS & PUBLIC MEETINGS

Mayor Pro Tem Munns noted due to COVID-19, no members of the community were present. In addition to the letters received prior to the opening of the hearing on May 5 and mentioned at that meeting, the Mayor's office directly received comment letters regarding Agenda Item 6.b. Ordinance No 1899: Utility Rate Increase. All comment letters were provided via email to City Council prior to tonight's meeting. The new letter received after May 5 was from Joel Douglas in regards to utility rates.

a. Ordinance No. 1897: Budget Amendment No. 4 to the 2019-2020 Budget

Finance Director Soule noted there were no new changes to what had already been presented to the Council. She provided a background summary and shared a PowerPoint presentation. The Planning Commission as well as staff recommended approval.

Mayor Pro Tem Munns noted any public comments received. There were none.

Respective questions and comments were offered by Councilmember Seratius.

Motion: Councilmember Wasinger moved to adopt Ordinance No. 1897, Budget Amendment #4 amending the 2019-2020 Biennial Budget, seconded by Councilmember Hizon. Motion was approved by a unanimous vote.

b. Ordinance No. 1899: Utility Rate Increase (continued from May 05, 2020).

Mayor Pro Tem Munns noted due to COVID-19, no members of the community were present. Citizen Comments were received via online survey and via US Mail. Public comment was received in the form of a letter from Mr. Joel Douglas on May 26, 2020, a copy of which was provided to the Council.

Finance Director Soule was joined by Shawn Koorn of HDR, consultant for the utility rate study, who reviewed four options for water rates, storm drain rates, solid waste reserves and wastewater.

Respective questions and comments were offered by Councilmembers Servatius, Mack, Woessner, Wasinger, Hizon, and Munns.

Following discussion with staff, the consensus of the Council was to continue the Public Hearing to October.

7. ORDINANCES & RESOLUTIONS

- a. Resolution No. 20-18: Council determination of use of CARES Funding for North Whidbey Small Business Relief Fund Program - This item was moved to follow items 8.a.

8. CONTRACTS & AGREEMENTS

- a. Interagency Agreement with the Washington State Department of Commerce, CARES Act Funds for Local Governments.

City Administrator Oborn provided the background regarding the CARES Funding with a total of \$689,100 which can be used for economic support. He reviewed the timeline and staff recommendation.

Respective questions were offered by Councilmembers Munns and Woessner

Motion: Councilmember Woessner moved to authorize Mayor Severns to sign the Interagency Agreement for the Coronavirus Relief Fund for Local Governments Grant in the amount of \$689,100. The motion was seconded by Councilmember Wasinger. The vote of the motion passed unanimously.

- b. Resolution No. 20-18: Council determination of use of CARES Funding for North Whidbey Small Business Relief Fund Program -

City Administrator Oborn reviewed an outline and provided a background summary and shared a PowerPoint presentation. Other staff input was added by Finance Director Soule and Public Information Officer Combs. \$344,550 will be provided through the City with another \$333,333 from Island County for the 98277-zip code area for a total of \$677,883 towards small business relief. Administrator Oborn reviewed the timeline, goals and criteria.

Respective questions were offered by Councilmembers Woessner, Wasinger, Servatius, Munns, mad Mack

Motion: Councilmember Woessner moved to approve Resolution No., 20-18, seconded by Councilmember Servatius. Motion was approved by a unanimous vote.

Motion to Extend: Councilmember Servatius noted the time of 8:56 p.m. and moved to suspend the Council rules and extend the meeting until 10 p.m. The motion was seconded by Councilmember Wasinger and carried unanimously.

- c. Professional Service Agreement: Greater Oak Harbor Chamber of Commerce, CARES Grant Coordination.

City Administrator Oborn provided the background regarding the funding and how to expedite this small business grant program. He was joined by Chamber of Commerce Executive Director Hoppock and staff Public Information Officer Combs in reviewing the Agreement.

Respective questions were offered by Councilmembers Woessner, Mack, Hizon, Munns, Servatius and Wasinger.

Motion: Councilmember Hizon moved to approve the Professional Service Agreement between the City of Oak Harbor and the Greater Oak Harbor Chamber of Commerce for the coordination of CARES Grant for businesses in the North Whidbey Island zip code 98277. The motion was seconded by Councilmember Wasinger.

Discussion ensued among the Council and legal counsel regarding the language of the contract specific to section 4.i.c. Councilmember Woessner moved to omit the words “is optional” from that section. Councilmember Hizon seconded the motion. The motion passed 5-1 with Councilmember Servatius, who noted he also serves as the President of the Chamber of Commerce, abstaining.

Assistant City Attorney Thompson recommended an additional motion to clarify that this language also be changed in Exhibit “B”. Councilmember Woessner noted the change in the language in Exhibit “B” to coincide with section 4.i.c. as an addition to his motion, which was accepted by Councilmember Hizon in her seconding of the motion. This met with the consensus of the Council.

- d. Professional Service Agreement: HDR Engineering, Inc., Utility Rate Study, Amendment 4

Finance Director Soule provided the background regarding the Amendment, which would extend the contract through December 31, 2020.

Motion: Councilmember Woessner moved to authorize the Mayor to sign the Professional Services Agreement Amendment #4 with HDR Engineering, Inc. to extend the contract until December 31, 2020, seconded by Councilmember Hizon. The motion passed unanimously.

- e. Interlocal Agreement: Island County, Transportation Benefit District Arterial Overlay.

City Engineer Bridges provided the background regarding the interlocal agreement to pave and overlay several streets within the City. Island County received three bids with Krieg Construction being the lowest responsive and responsible bidder.

Motion to Extend: Councilmember Servatius noted the time of 9:54 p.m. and moved to suspend the Council rules and extend the meeting until 10:30 p.m. The motion was seconded by Councilmember Wasinger. The Council noted additional time might be needed beyond half an hour. Councilmember Servatius amended his motion to extend the meeting

for an hour to 11:00 p.m. Councilmember Wasinger confirmed her second. The motion to extend carried unanimously.

City Engineer Bridges resumed his presentation. Respective questions were offered by Councilmembers Servatius and Munns.

Motion: Councilmember Servatius moved to authorizing the Mayor to sign an interlocal agreement with Island County, approving them to accept the bid for the 2020 TBD Project and the 2020 Street Overlay Project for the City of Oak Harbor and to negotiate a change order to add SE Bayshore Drive and Dock Street improvements. The motion was seconded by Councilmember Hizon. The motion passed unanimously.

9. OTHER ITEMS FOR CONSIDERATION

a. Ordinance No. 1905: Smoking in City Parks Update

Police Chief Dresker and Assistant City Attorney Thompson provided the background regarding the proposed ordinance and noted such could be placed into City Code.

Respective questions were offered by Councilmembers Hizon, Servatius, Woessner, Mack, Wasinger and Munns.

This Ordinance will be brought forward at an upcoming Council meeting.

b. Security Cameras in City Parks Introduction

Police Chief Dresker provided the information regarding where current cameras are placed and where other are needed or in need of an update. New cameras are an unbudgeted expense of approximately \$40,000.

Respective questions were offered by Councilmembers Servatius, Mack, Hizon, Woessner, Wasinger and Munns, all of whom voiced support of the project.

This item will be brought forward at an upcoming Council meeting.

Voicemail received – Staff played a voicemail received from a local resident who identified herself as Valerie, who spoke to acknowledge the community in troubling times. Mayor Pro Tem Munns noted the Council's appreciation for the comment.

10. REPORTS & DISCUSSION ITEMS

None.

11. EXECUTIVE SESSION

None.

ADJOURN

Motion: With no further business to come before the Council, Councilmember Wasinger moved to adjourn, seconded by Councilmember Hizon. The motion passed unanimously, therefore the meeting adjourned at 10:43 p.m.

Certified by Julie Lindsey, City Clerk

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

Bill No. 4.e.
Date: July 7, 2020
Subject: Ordinance No. 1905: Smoking
in City Parks (Adoption)

FROM: Legal Department and Police Department

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Adopt Ordinance No. 1905 as presented.

BACKGROUND / SUMMARY INFORMATION

City Council desires to prohibit smoking in all City Parks. Proposed Ordinance No. 1905 amends definitions in OHMC 6.12.030 to include "smoking" and "vaping" definitions, and OHMC 6.12.120 "Violations in parks that are infractions". These two amendments to the City's Parks Code will effectively prohibit smoking in all City-owned parks. Once the Ordinance is adopted, the City will post signs indicating the prohibition of smoking at all City-owned parks so that members of the public are well aware of the ban.

The maximum penalty for a smoking violation in a city-owned park is a class 1 infraction, \$250.00.

LEGAL AUTHORITY

The City of Oak Harbor has the authority to regulate conduct on City-owned property to the extent permitted by law.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

City Council Regular Meeting June 2, 2020.

City Council Special Workshop Meeting on June 17, 2020.

ATTACHMENTS

1. [Ordinance No. 1905 - Legislative Draft](#)
2. [Ordinance No. 1905 - Clean copy](#)

ORDINANCE NO. 1905

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE SECTIONS 6.12.030 ENTITLED "DEFINITIONS" AND 6.12.120 ENTITLED "VIOLATIONS IN PARKS THAT ARE INFRACTIONS"

WHEREAS, Oak Harbor City Council has an interest in protecting the community from the effects of second-hand smoke, and

WHEREAS, the City recognizes that Oak Harbor's City Parks attract numerous members of the community year round, and

WHEREAS, the City wishes to prohibit smoking in City Parks in order to protect individuals visiting City Parks, and

NOW, THEREFORE,

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

Section One. Oak Harbor Municipal Code Section 6.12.030 entitled "Definitions", last amended by Ordinance No. 1880 (2019), is hereby amended to read as follows:

6.12.030 Definitions. The terms used in this chapter and other chapters concerning or referring to parks, unless clearly contrary to or inconsistent with the context in which used, shall be construed and mean as follows:

- (1) "Administrator" means the public works superintendent or his or her designee in charge of the parks department, except for the marina, in which case the harbormaster is the administrator. During absences from the city for whatever reason, the mayor may designate an alternative "administrator" to carry out the duties under this chapter. The person appointed need not be the same person as the one to take over other duties of the public works superintendent in charge of the Oak Harbor park system.
- (2) "Athletic facility in a park" shall be those open air facilities in a park prepared for a specific athletic activity, including but not limited to softball or baseball fields, soccer fields, football fields, tennis courts, and a running track. Said athletic facilities shall be identified with a sign identifying them as an athletic facility.
- (3) "Chief of police" means the chief of police of the Oak Harbor police department or his or her designee.
- (4) "Camp" means to remain overnight, to erect a tent or shelter, or to use sleeping equipment, a vehicle, or a trailer or camper for the purpose or in such a way as will permit remaining overnight.

- (5) “Council” means the members of the city council of the city of Oak Harbor.
- (6) “Felony violation” means the violation of a criminal law, the conviction of which would:
 - (a) Carry a maximum sentence in excess of one year’s imprisonment; or
 - (b) Constitute a felony in RCW Title [9A](#).
- (7) “Park” or “parks” means all parks and well sites maintained by the city, public squares, park drives, parkways in parks, boulevards in parks, beaches, play and recreation grounds owned by or under the jurisdiction of the city, and marine facilities. Most but not necessarily all parks as defined herein are identified and described in the parks, recreation and open space plan as is now in effect or hereafter amended.
- (8) “Park rule” means those particular rules or codes of conduct adopted in accordance with OHMC [6.12.040](#).
- (9) “Running at large” means a dog or animal off the premises of the owner and not under the immediate control of the owner or other competent person authorized by the owner by means of a leash, cord or chain except when in or on any vehicle and securely confined to such vehicle.
- (10) The definition of "Smoke" or "Smoking" for this section has the same meaning as defined in OHMC 6.45.020 or 6.46.020(8).
- (11) The definition of "Vaping" and "Vapor" products/devices for this section has the same meaning as defined in OHMC 6.46.020(9) and (10).
- (12) “Weapon violation” means possession or use of a weapon in violation of Chapter [9.41](#) RCW.
- (13) Wherever consistent with the context of this chapter, words in the present, past or future tenses shall be construed to be interchangeable with each other and words in the singular number shall be construed to include the plural.

Section Two. Oak Harbor Municipal Code Section 6.12.120 entitled "Violations in parks that are infractions", last amended by Ordinance No. 1717 (2015), is hereby amended to read as follows:

6.12.120 Violations in parks that are infractions. Each of the following actions or inactions, as the case may be, is a violation and a Class 1 infraction as defined in Chapter [1.28](#) OHMC:

- (1) It is a violation and a Class 1 infraction as defined in Chapter [1.28](#) OHMC to block any sidewalk or pathway in a park or adjacent to a park. “Blocking” means standing, sitting,

or reclining on a sidewalk by oneself or in concert with others in such a way that more than half of the width of a sidewalk or walkway is blocked for normal use as a sidewalk or walkway.

- (2) It is a violation and a Class 1 infraction as defined in Chapter [1.28](#) OHMC to unreasonably impede access to any restroom or restroom stall in a park. “Unreasonably impede” means impede by their person, or by the placement of personal property in such a fashion that a normal pathway into the restroom, or stalls in a restroom, is not maintained.
- (3) Except for a city employee in the performance of his or her duties, or except for persons given permission by the administrator or chief of police or their designee, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to enter, remain in, rest, stand, or sit in any flower bed or landscaped area within a city park. A “landscaped area” shall not include an area where a bench is provided, or an area devoted only to planted lawn.
- (4) It is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to stand or walk or lay down on the table tops of any picnic table or countertop in a kitchen area of a park.
- (5) Except for persons given permission by the administrator or chief of police or their designee or concessionaires or lessees consistent with their concession agreement or lease, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to throw, leave, tack, or post any poster, advertisement, or sign advertising for any good, service, meeting of people or otherwise within a city park.
- (6) Except in areas allowed for concessionaires or lessees, or for areas under special use permit under Chapter [5.55](#) OHMC and under OHMC [6.12.080](#), it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to possess an open beer, wine and/or liquor container in a park.
- (7) Except in areas allowed for concessionaires or lessees, or for areas under special use permit under Chapter [5.55](#) OHMC and under OHMC [6.12.080](#), it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to consume beer, wine and/or liquor in a park.
- (8) It is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to dispose of or deposit any refuse or other material in a park, except in designated receptacles.
- (9) It is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to dump or dispose of garbage generated or created outside a park in a receptacle within a park. Wrappings for edibles purchased outside the park, but consumed within a park, shall not be deemed to violate this subsection.
- (10) It is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to chain, lock, connect or store any item of tangible personal property, including but not limited to a bicycle, in any

area of a park except for areas designated for such storage for such times as allowed by posted notice.

- (11) It is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to allow or permit any dog or other animal to run at large in any park, or enter any lake, pond, pool, fountain or stream therein, with the exception of areas designated as “off-leash.”
- (12) It is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to allow a dog or animal to defecate in a park and not clean up after the dog or animal and properly dispose of the dog or animal waste.
- (13) Except for a service animal, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to allow or permit any dog or other animal in any building in any park.
- (14) It is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to explode any fireworks, firecrackers, torpedo or any explosive of any kind in any park.
- (15) For devices not weapons under state law, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to discharge any air gun, paint ball gun, B.B. gun or any other type of gun or rocket (i.e., potato guns and the like) in any park.
- (16) Except in conjunction with an activity authorized by the administrator or chief of police or designee, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to shoot any slingshot or bow and arrow in any park.
- (17) Except as allowed by properly adopted rules and regulations, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to take up collections as a strolling musician, organ grinder, street performer, or street artist in any park.
- (18) Except at places set apart for such purposed use and so designated by signs, or in an emergency, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to have, keep or operate any boat, float, raft or other watercraft in or upon any bay, lake, slough, river or creek within the limits of any park or to land the same at any point upon the shores thereof bordering upon any park.
- (19) Except in areas designated for such riding, and then only at speeds less than 15 miles per hour, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to ride or drive any motorcycle, motor vehicle, motorized skateboard, motorized bicycle, motorized scooter, horse or pony over or through any park. This provision is not intended to prohibit the use of motorized mobility devices.
- (20) Except in places designated for such use, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to practice or play golf, baseball, cricket, lacrosse, polo, archery, hockey, tennis, badminton, football, soccer or other games of like character or to hurl any

airborne or other missile, including the flying of model airplanes or rockets, in any park. Playing catch with any type of ball or playing catch with a Frisbee shall not be deemed to violate this subsection.

- (21) Except where permission has been obtained from the administrator or chief of police or designee, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to engage in, conduct or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicles, power boat, aircraft or animal in any park.
- (22) It is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to build any fires in any park except in areas designated for such use and posted for such use by appropriate signage.
- (23) Except as authorized by a special event permit issued pursuant to Chapter [5.55](#) OHMC, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to use any public address system, loudspeaker, or other sound amplifying device in any park.
- (24) It is a Class 1 infraction as defined in Chapter 1.28 OHMC for any person to smoke or light cigars, cigarettes, tobacco or other smoking material or to use a "vapor" product/device within all city parks. The public works director shall post signs in appropriate locations prohibiting smoking in the city's parks.

Section Three. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder or the Ordinance or the application of the provision to other persons or circumstances is not affected.

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

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

THE CITY OF OAK HARBOR

By _____
Robert Severns, Mayor

Dated: _____

Attest:

Julie Lindsey, City Clerk

Approved as to Form:

Anna Thompson, Interim City Attorney

Published: _____

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Ordinance No. 1905 amending OHMC 6.12.030 and
6.12.130 re: Smoking in city parks
Page 6 of 6

ORDINANCE NO. 1905

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- (17) Except as allowed by properly adopted rules and regulations, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to take up collections as a strolling musician, organ grinder, street performer, or street artist in any park.
- (18) Except at places set apart for such purposed use and so designated by signs, or in an emergency, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to have, keep or operate any boat, float, raft or other watercraft in or upon any bay, lake, slough, river or creek within the limits of any park or to land the same at any point upon the shores thereof bordering upon any park.
- (19) Except in areas designated for such riding, and then only at speeds less than 15 miles per hour, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to ride or drive any motorcycle, motor vehicle, motorized skateboard, motorized bicycle, motorized scooter, horse or pony over or through any park. This provision is not intended to prohibit the use of motorized mobility devices.
- (20) Except in places designated for such use, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to practice or play golf, baseball, cricket, lacrosse, polo, archery, hockey, tennis, badminton, football, soccer or other games of like character or to hurl any

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- (21) Except where permission has been obtained from the administrator or chief of police or designee, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to engage in, conduct or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicles, power boat, aircraft or animal in any park.
- (22) It is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to build any fires in any park except in areas designated for such use and posted for such use by appropriate signage.
- (23) Except as authorized by a special event permit issued pursuant to Chapter [5.55](#) OHMC, it is a Class 1 infraction as defined in Chapter [1.28](#) OHMC to use any public address system, loudspeaker, or other sound amplifying device in any park.
- (24) It is a Class 1 infraction as defined in Chapter [1.28](#) OHMC for any person to smoke or light cigars, cigarettes, tobacco or other smoking material or to use a "vapor" product/device within all city parks. The public works director shall post signs in appropriate locations prohibiting smoking in the city's parks.

Section Three. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder or the Ordinance or the application of the provision to other persons or circumstances is not affected.

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

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

THE CITY OF OAK HARBOR

By _____
Robert Severns, Mayor

Dated: _____

Attest:

Julie Lindsey, City Clerk

Approved as to Form:

Anna Thompson, Interim City Attorney

Published: _____

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Ordinance No. 1905 amending OHMC 6.12.030 and
6.12.130 re: Smoking in city parks
Page 6 of 6

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

Bill No. 4.f.
Date: July 7, 2020
Subject: Professional Services Contract
with Moffitt Nichol - Marina
Repairs

FROM: Chris Sublet, Harbormaster, Oak Harbor Marina

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

It is recommended that the City Council Authorize the Mayor to sign a Professional Service Agreement with Moffat & Nichol in the amount of \$84,600.

BACKGROUND / SUMMARY INFORMATION

This Agenda Bill addresses two upcoming projects that are similar to each other and combined in one Professional Service Agreement (PSA). One project, the “F Dock Storm Damage Repair” project, is an insurance claim. The other project, “Marina Update” project is funded by the \$400,000 Commerce grant that was awarded to marina from the state as part of the 2019-2021 Washington State Capital Budget.

The F Dock Storm Damage Repair project will be focused on repairing damage to F Dock breakwater/float that occurred last February in a windstorm. The damage to the breakwater/float and connecting rods is similar to a previous occurrence in a prior windstorm. The estimated cost of this repair is \$300,000 and it is an insurance claim with a \$5,000 deductible.

The Marina Update project will be focused on making improvements and repairs at the marina. This project will be funded by the \$400,000 Commerce grant that was awarded to the marina. There are approximately \$8,000 in Commerce Department fees associated with the grant. The actual amount that can be used for project funding is \$392,000. These improvements and repairs will be to the following items:

- Cement repair
- Whaler and rub board replacement
- F dock pile hoop replacement
- Marina business plan

It should be noted that the F dock pile hoop replacement project is a marina budgeted item for 2019 & 2020 budget cycle. The \$71,000 that is in the Marina Capital Improvement Budget for this project will remain in the budget, to be used in the event of a cost overrun.

Both projects will require preparing construction documents and obtaining a variety of permits. Hiring one marine engineering firm and combining the projects will result in cost efficiencies although each project must be kept separate from the other.

The damage to F dock is similar to the previous project work. The consultant Moffat & Nichol did the previous work and adapting the older documents to the current F dock storm damage repairs is cost effective. With their knowledge and cost effectiveness, staff intends to sole source the design/permit work to Moffat & Nichol.

Attachment A contains the Professional Service Agreement with Moffit and Nichol. The work will be performed as separate tasks to keep the funding segregated. The cost of the F Dock Storm Repair portion of the PSA is \$47,459 and the Marina Upgrade portion of the PSA is \$37,141 for a total cost of \$84,600.

LEGAL AUTHORITY

OHMC 2.390.010 Council approval of Contracts over \$30,000.

FISCAL IMPACT

Funds Required: **\$84,600**

Appropriation Source: **Marina Capital Projects Fund (440), Insurance proceeds with \$5,000 being paid toward the deductible out of the Marina Fund**

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This Professional Services Agreement with Moffat & Nichol was discussed at the June 17, 2020 City Council Workshop.

ATTACHMENTS

1. [Attachment A - Professional Service Agreement with Moffat & Nichol.](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND MOFFAT & NICHOL
FOR CONSULTANT SERVICES**

Project Name: Oak Harbor Marina F-Dock Breakwater Repair, Float Repairs, and Permitting.

Agreement Number: 20-001

Agreement Amount: \$84,600

Expiration Date: March 31, 2021

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and Moffat & Nichol, a California Incorporation (“Consultant”).

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding Repairs to F-Dock at the Oak Harbor Marina and other marina repair activities 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 July 7, 2020 and shall terminate at midnight, March 31, 2021. 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 **\$84,000** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit "A", the City shall pay Consultant a mutually agreed amount.
- b. 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:

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

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

**BYRON HALEY
600 UNIVERSITY ST. SUITE 610
SEATTLE, WA 98101**

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 _____, 20__.

CITY OF OAK HARBOR

MOFFAT & NICHOL

By _____
Robert Severns, Mayor

By _____
Byron Haley Moffat & Nichol

Approved as to form:

Anna Thompson, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

9 June 2020

Brett Arvidson
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

Subject: **Proposal for Professional Engineering Services
Oak Harbor Marina F-Dock Breakwater Repair, Float Repair, and Permitting**

Mr. Arvidson:

Moffatt & Nichol (M&N) appreciates the City of Oak Harbor's (City) request to provide a proposal for professional engineering services and permitting for the repair of the Oak Harbor Marina F-Dock Breakwater and marina floats. This proposal describes our understanding of the scope of work required to design repairs, permit, and provide bid support for pile guide replacements, waler replacements, concrete deck repairs, and repairs to the storm-damaged portions of the Breakwater. The Scope of Work detailed below outlines the anticipated level of effort, deliverables, schedule, and estimated fee. As requested, the scope and fee for storm damage repairs and permitting is separated from the other marina float repairs and replacements. Note that effort for construction support services will be provided as a separate proposal when requested by the City.

Scope of Work

TASK 1 – STORM DAMAGE REPAIRS & PERMITTING

The City reported damage to the F-Dock breakwater following a storm during the 2019/2020 winter. Task 1 includes the scope of work for repairing the storm damaged wave panels. Repair methods are assumed to be similar to those completed during the 2018 repairs.

Subtask 1.1 – Project Management

This task includes the effort to manage the project and design team, coordinate with the City project manager, and prepare for and participate in review meetings. The project will be initiated with a kick-off call to ensure the scope, schedule, and methodologies are understood by all team members. M&N's project manager will provide progress updates on a weekly or bi-weekly basis via email or call.

A project review meeting via teleconference will be scheduled following the submission of all draft and design deliverables. The purpose of the meeting will be to discuss any comments to the deliverables, determine the path to finalize the project, and discuss any future phases that may be required. M&N's principal-in-charge and project manager will participate in the review meeting.

Subtask 1.2 – Data Review and Field Work

This task includes reviewing existing data at project initiation and performing a repair design inspection of the wave panels to confirm repair locations and quantities near delivery of the final bid documents. The 90 percent design documents will be used to verify repairs and record observations

and measurements. The site visit is anticipated to be from the float deck, and therefore, safety documents will not be prepared prior to the site visit.

Subtask 1.3 – 90 Percent Plans, Specifications, and Estimate (PS&Es)

M&N will prepare contract drawings, specifications, and an opinion of probable construction cost estimate for the storm damage repairs. We will keep the City fully informed of progress, developments, and problems encountered during the course of the design period. The level of effort assumed for this scope of work and the sheet list provided below is based on the following anticipated repairs: replacing breakwater walers, replacing through-rods, and restoring breakwater panels.

90 Percent Plans

M&N will develop drawings for the project per City Standards and supplemented with M&N CADD Standards as needed. The drawings previously developed for the 2018 repairs will be utilized to the extent feasible. The table below lists our anticipated drawings.

Index #	Sheet #	Sheet Title
1	T-1	Cover Sheet, Maps, & Sheet Index
2	G-1	General Notes, Abbreviations, & Legend
3	S-1	Site Plan
4	S-2	Plan – Float 4/5
5	S-3	Plan – Floats 10/11 & 12/13
6	S-4	Plan – Float 14/15
7	S-5	Sections & Details – Wave Panels
8	S-6	Site Photos & Repair Table

90 Percent Specifications

M&N will prepare the technical sections of the specifications. The City will prepare the Contract, General Conditions, and Division 01 – General Requirements, of the specifications and incorporate the technical sections into the package. Following is a list of anticipated technical specification sections:

- 01 12 00 Environmental Controls
- 02 41 19 Selective Demolition
- 05 50 00 Structural Metal
- 06 51 13 Plastic Lumber

Technical specifications will be submitted in “MasterFormat” (i.e., the Construction Specifications Institute (CSI) format) using Microsoft Word.

90 Percent Opinion of Probable Construction Cost

M&N will prepare our opinion of probable construction costs. The opinion of probable construction costs will make provision for unit price or lump sum bid items as the City desires. The estimate will be created using Microsoft Excel.



Deliverables

The 90 Percent Design Submittal will include the drawings, draft specifications, a construction schedule, and an opinion of probable construction costs. All documents will be submitted electronically in PDF format. 90 Percent design drawings will be submitted as a sealed half-size set (11-inches by 17-inches) without signatures. Microsoft Word files will also be provided for the specifications.

Subtask 1.4 – Final PS&Es

M&N will further develop final drawings listed in Subtask 1.3 and incorporate City comments to the 90 percent plans. The contract documents will be prepared so that the City can advertise an Invitation for Bids.

All documents will be submitted electronically in PDF format. Drawings will be submitted as half-size and full-size sets with signatures. Microsoft Word files will also be provided for the specifications. Contract Drawings will be provided in a version that can be read by AutoCAD 2016. M&N will submit to the City a full set of electronic files for drawings. Each drawing will be submitted in PDF and "DWG" formats. M&N will provide the City with all other electronic files including font and PCP files needed to open and plot the "DWG" files.

Subtask 1.5 – Permitting Support

M&N will support the City in obtaining the following anticipated federal, state, and local permits and environmental reviews necessary to repair the damaged breakwater:

- City led State Environmental Policy Act (SEPA): Exemption anticipated for repairs.
- City Shoreline Substantial Development Permit (SSDP): Exemption anticipated for repairs.
- Department of Fish & Wildlife (WDFW) Hydraulic Project Approval (HPA)
- U.S. Army Corps of Engineers (USACE) Permit. A Nationwide Permit (NWP) is anticipated for maintenance and repair work. M&N will coordinate with the USACE to determine if an emergency permit is applicable. A Biological Assessment (BA) and Essential Fish Habitat Assessment (EFHA) are anticipated to support review by the federal services, the National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS).
- Washington State Department of Ecology (Ecology) Coastal Zone Management (CZM) Consistency Determination

SEPA, SSDP, JARPA and Biological Compliance Documentation

M&N will support the City in obtaining SEPA and SSDP Exemptions for the project, although it is anticipated that the City will handle most of this effort in-house with minimal support from M&N.

M&N will also prepare a Joint Aquatic Resource Permit Application (JARPA) for submittal to the necessary regulating agencies, including the City, USACE, WDFW, Ecology, and the Department of Natural Resources (DNR). Existing permit application documentation prepared for past City projects will be used to streamline the application effort. Permit drawings (plan view, cross sections and profiles) will be prepared based on approximately 20-30% design for inclusion into the JARPA.



As part of this effort, M&N will also:

- Review site and project background and characteristics that could impact permitting (i.e. proposed materials for replacement in/near marine waters leased by DNR to the City, etc.).
- Conduct one site visit to assess site habitat features that could be impacted by the project. This will be coordinated to occur with the engineering site visit.
- Complete a BA/EFHA for inclusion within the JARPA application to the USACE.

Agency Coordination

As directed by the City, M&N will contact and coordinate with regulatory agency representatives and other government entities to verify and confirm applicable permits and permit schedule. Following application submittal, M&N will also respond, on behalf of the City, to any agency questions or concerns.

Deliverables

JARPA – Provide a Draft and Final JARPA and drawings. M&N will submit the JARPA to all of the regulatory agencies for review and approval/final permits.

Biological Compliance Documentation – Provide a Draft and Final BA/EFHA. M&N will submit these support documents to all of the regulatory agencies for review and approval.

Subtask 1.6 – Bid Support

M&N will attend a pre-bid meeting and provide services for issuing addenda. M&N will issue up to two (2) addenda if required during the bidding phase of the project. If requested by the City, M&N will review construction bids for compliance.

Deliverables

- Collect comments and questions from contractors during the pre-bid meeting and include responses in Addendum #1.
- Prepare one additional addendum, including drawings and specification revisions, if necessary.

TASK 2 – MARINA FLOAT REPAIRS

M&N inspectors observed moderate to severe corrosion and section loss of the F-Dock steel pile guides during the 2016 inspection, and the City has observed deterioration of the main walkway walers and B and E Dock concrete float. Task 2 includes the level of effort for designing repairs for the F-Dock pile guide frames, B Dock and E Dock floats, and main walkway walers. It is assumed this task will be conducted concurrently with Task 1 if authorized by the City. It is assumed all 26 pile guides on Dock F will be replaced. Replacement will be with similar connections and material properties intended to have similar capacity as the existing pile guides. Evaluations of wind and wave loads will not be included. The extent of waler replacement and concrete float repair will be determined based on the available construction budget.



Subtask 2.1 – Project Management

This task includes the additional effort to manage this task and design team, coordinate with the City project manager, and prepare for and participate in review meetings. Coordination and meetings are expected to overlap with the Task 1 effort; therefore, the level of effort is reduced.

Subtask 2.2 – Data Review and Field Work

This task includes reviewing existing data at project initiation and performing a repair design inspection of the F Dock pile guides, B and E Dock concrete float modules, and main walkway walers to confirm repair locations and quantities. Prior to the field work, the M&N Team will review available record drawings of the facility, previous inspection reports, prepare field inspection safety documents, and mobilize equipment. The inspection safety documents to be prepared include a Field Inspection Safety Plan and an Activity Hazard Analysis. These documents can be made available to you at your request.

The investigation techniques conform to the American Society of Civil Engineers (ASCE) Manuals and Reports on Engineering Practice No. 130, *Waterfront Facilities Inspection & Assessment* (ASCE 130). The M&N Team will conduct an above-water Repair or Upgrade Design Inspection as defined in ASCE 130. Inspectors will access the specified components by walking the float surface and using kayaks.

Subtask 2.3 – 90 Percent PS&Es

M&N will supplement the Subtask 1.3 90 percent PS&E with the drawings, specifications, and estimates for the marina float repairs. The anticipated additional drawings are listed below. The full scope of required repairs is unknown until we conduct the inspection.

Index #	Sheet #	Sheet Title
9	S-7	Enlarged Plan – Main Walkway
10	S-8	Enlarged Plan – B Dock
11	S-9	Enlarged Plan – E Dock
12	S-10	Sections & Details – Pile Guide Replacements
13	S-11	Sections & Details – Concrete Deck Repairs
14	S-12	Sections & Details – Waler Replacements
15	S-13	Site Photos & Repair Table

Subtask 2.4 – Final PS&Es

Final drawings, specifications, and estimates for the marina float repairs will be completed similar to the scope described in Subtask 1.4 Final PS&Es.

Subtask 2.5 – Permitting Support

If authorized by the City, M&N will support the City in obtaining federal, state, and local permits and environmental reviews necessary to further support marina float repairs. M&N anticipates that these repairs could be incorporated into the permit applications identified in Task 1 prior to agency submittal.



Similar land use and resource permits and approvals are anticipated to those identified in Task 1. Additional effort includes more time to incorporate a description of the proposed repairs, their potential for impact on protected species and resources, and additional permit application drawings.

If the proposed marina float repairs are not authorized prior to the Task 1 application submittal to the agencies, additional scope and fee may be required to provide a stand-alone application submittal.

Deliverables

Updates to deliverables identified in Task 1.

Subtask 2.6 – Bid Support

No additional effort is included for providing bid support associated with the marina float repairs. It is assumed the effort provided in Subtask 1.6 is adequate for both repairs.

Schedule and Fee

The following task completion dates are estimated based on a 6 July 2020 Notice to Proceed (NTP) but can be adjusted depending on the desired schedule.

Notice to Proceed:	6 July 2020
Draft JARPA and BA/EFHA:	Week of 17 August 2020
Final JARPA and BA/EFHA:	One week after receipt of all draft comments
90 Percent PS&E	31 August 2020
Final PS&E	28 September 2020

We propose to perform the work described herein on a time and materials basis for an estimated fee of \$84,600. We will not exceed this amount without your prior approval. The work is divided into the tasks below. A detailed breakdown of labor and expenses is also attached to this proposal. Note that the level of effort for the marina float repairs task assumes the task will be conducted concurrently as the storm damage repairs so that efforts for similar tasks can be shared.

TASK	FEE
Task 1 – Storm Damage Repairs & Permitting	\$47,459
1.1 Project Management	\$5,128
1.2 Data Review and Field Work	\$3,622
1.3 90% PS&E	\$13,184
1.4 Final PS&E	\$4,592
1.5 Permitting	\$16,020
1.6 Bid Support	\$4,728
Other Direct Costs	\$185



TASK	FEE
Task 2 – Pile Guide Repairs	\$37,141
2.1 Project Management	\$1,664
2.2 Data Review and Field Work	\$4,563
2.3 90% PS&E	\$22,978
2.4 Final PS&E	\$4,627
2.5 Permitting	\$2,840
2.6 Bid Support	\$0.00
Other Direct Costs	\$469
Total	\$84,600

Assumptions

- Storm-related repairs are limited to replacing timber components (wale), replacing through-rods, and restoring breakwater panels within the north breakwater.
- M&N assumes that the proposed repairs will comply with City land use exemptions (i.e. SEPA and SSDP). If the City determines that a SEPA Checklist is required, additional scope and fee will be negotiated.
- All permit fees will be the responsibility of the City.
- Substantial environmental or cultural field work or mitigation is not anticipated. Additional work, technical memorandums, field or biological surveys or studies, assessments (including the development of an application for an IHA), or mitigation design required by any of the resource agencies beyond the level of effort identified is not included in this scope and fee.
- Environmental monitoring services, which may be required by the regulatory agencies as a condition of a permit or approval, are not included in this scope and fee.
- Comments, and the request for testing or further studies, from Ecology or the U.S. Environmental Protection Agency (USEPA) on sediment quality are not anticipated.
- It is assumed that the City or selected project contractor will submit the necessary information for any local City construction permits. M&N can support this effort, but additional scope and fee may be required.
- This scope and fee support effort assumes a moderate level of effort based upon current project assumptions (i.e. maintenance and repair elements). SEPA and permitting services related to more substantial improvements may require more extensive permitting and additional scope and fee.
- The in-water work window for Oak Harbor marine waters is currently anticipated to be between July 15th and the following February 15th. Additional seasonal restrictions may also be incorporated into specific project permits.



10. In summer of 2018, NOAA NMFS began requiring more formal consultations for maintenance and repair projects (varies with structure and site location). This has impacted the timing for USACE permits overall. Impacts from recent national COVID related events could also impact permitting timelines. M&N will keep the City informed of any and all considerations and changes, with respect to permitting, as they occur.
11. Meetings will be held at the City of Oak Harbor offices such that M&N engineers are afforded the opportunity to conduct site visits during the same trip.
12. AutoCAD drawing files and specifications for the Oak Harbor Marina previously produced by Moffatt & Nichol will be used and modified as appropriate to develop the bid documents.
13. Construction Support Services are not included in the scope of this proposal.

Closing

We thank you for requesting a proposal to develop designs to repair the breakwater and marina floats, and we look forward to working with you and your colleagues on this project. If you have any questions regarding this proposal, please contact me by phone, at 206-622-0222, or by email, bhaley@moffattnichol.com

Like all of you, M&N is adapting daily to the changing COVID-19 conditions with directives from health officials, local representatives, and national leaders. All M&N staff have the capability of working from home, and we expect to meet deadlines and work with you to meet or exceed your expectations. Above all, our goal is to keep you and our staff healthy as we work through the challenges of stopping the spread of infectious cases.

Sincerely,
MOFFATT & NICHOL



Byron Haley, PE
Project Manager

Attachment: Moffatt & Nichol Fee Proposal Detail



Moffatt & Nichol Fee Proposal Detail
Oak Harbor Marina F-Dock and Marina Float Repair and Permitting

June 9, 2020

Project Number: TBD
Project Manager: Byron Haley
Project Principal: Bruce Ostbo

Subconsultant Mark-up: 10%
Other Direct Costs Mark-up:

I. STAFF-HOUR BUDGET			LABOR CLASSIFICATIONS & CONTRACT RATES												STAFF-HOUR SUBTOTALS	LABOR COST SUBTOTALS
Phase	Task	Title	Principal Eng./Sci P-9, P-8 \$268.00	Supervisory Eng./Sci P-7 \$243.00	Senior Eng./Sci P-6 \$208.00	Eng./Sci III P-5 \$190.00	Eng./Sci II P-4 \$175.00	Eng./Sci I P-3 \$145.00	Staff Eng. P-1, P-2 \$130.00	Senior Tech. T-5 \$175.00	Designer T-4 \$150.00	CADD II T-3 \$130.00	CADD I T-2, T-1 \$105.00	Word Processor A-4, A-3 \$110.00		
1		STORM-DAMAGE REPAIRS														
	1.1	Project Management														
		Project Management			16.0											
		Review Meetings	1.0		4.0			4.0								
	1.2	Data Review and Field Work														
		Review Records			1.0			2.0								
		Site Visit			8.0			8.0								
	1.3	90 Percent PS&E														
		Plans			4.0			16.0			24.0					
		Specifications			4.0			8.0								
		Cost Estimate			4.0			8.0								
		QA/QC	4.0		2.0											
	1.4	Final PS&E														
		Plans			2.0			4.0			8.0					
		Specifications			2.0			2.0								
		Cost Estimate			2.0			2.0								
		QA/QC	2.0		1.0											
	1.5	Permitting Support														
		Site Visit and Assessment							6.0							
		SEPA and SSDP Exemption Support					2.0									
		JARPA					6.0		20.0		20.0					
		Biological Compliance Documentation					8.0		30.0							
		Agency Coordination					6.0		12.0							
	1.6	Bid Support														
		Pre-Bid Meeting			8.0											
		Bid Addenda			8.0			8.0								
2		MARINA FLOAT REPAIRS														
	2.1	Project Management														
		Project Management			8.0											
	2.2	Data Review and Field Work														
		Review Records & Prepare Safety Documents			2.0			4.0								
		Site Visit			9.0			9.0								
	2.3	90 Percent PS&E														
		Plans		8.0	8.0			24.0			60.0					
		Specifications			2.0			12.0								
		Cost Estimate			2.0			10.0								
		QA/QC	4.0		2.0											
	2.4	Final PS&E														
		Plans		1.0	2.0			4.0			8.0					
		Specifications			1.0			2.0								
		Cost Estimate			1.0			2.0								
		QA/QC	2.0		2.0											
	2.5	Permitting Support														
		Application Updates					4.0		16.0							
	2.6	Bid Support														
I. TOTAL STAFF HOURS			13.0	9.0	105.0	26.0	129.0		84.0		120.0					486.0
II. M&N LABOR COST			\$3,484.00	\$2,187.00	\$21,840.00	\$4,940.00	\$22,575.00		\$10,920.00		\$18,000.00					\$83,946.00

III. SUBCONSULTANT COSTS			Cost	Markup	Cost Subtotal
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Subconsultants Totals:					

IV. OTHER DIRECT COSTS			Cost	Markup	Cost Subtotal
Airfare				N/A	
Lodging				N/A	
Meals				N/A	
Mileage/Rental Car			\$369.00	N/A	\$369.00
Outside Reproduction					
Postage/Delivery					
Telephone/Fax					
Inspection Equipment			\$285.00	N/A	\$285.00
Other:					
Other:					
Other Direct Costs Totals:			\$654.00		\$654.00

V. PROJECT SUMMARY	
Total M&N Labor Cost	\$83,946
Total Subconsultant Cost:	
Total Other Direct Costs:	\$654
Mark-up on Subconsultants:	
Mark-up on ODCs:	
Total Project Estimate	\$84,600

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

Bill No. 4.g.
Date: July 7, 2020
Subject: Resolution 20-20: Accepting the donation of funds from the Koetje Estate to Senior Services

FROM: Liz Lange, Senior Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Move to approve Resolution 20-20 accepting a donation of \$10,000 from the estate of Alvin. Koetje to The Center.

BACKGROUND / SUMMARY INFORMATION

The late Alvin B. Koetje has designated \$10,000 of his estate to be donated to The Oak Harbor Senior Center (now known as The Center in Oak Harbor).

Koetje was a founding supporter of The Center in Oak Harbor and long-time board president of the Oak Harbor Senior Center Foundation. We are grateful for his decades of support to our mission and goals.

There are no restrictions or conditions placed on the donation of funds designated for use by The Center (fund 129.10.367.11.0010)

LEGAL AUTHORITY

Historically, the City Council has approved donations to the City via Resolution.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Resolution 20-20 Accepting Donation from the Estate of Alvin B. Koetje](#)
2. [Koetje Bequest Letter](#)

RESOLUTION 20-20

A RESOLUTION OF THE CITY OF OAK HARBOR ACCEPTING A DONATION FROM THE ESTATE OF ALVIN B. KOETJE.

WHEREAS, the late Alvin B. Koetje has designated \$10,000 of his estate to be donated to The Oak Harbor Senior Center (now known as The Center in Oak Harbor); and,

WHEREAS, Alvin B. Koetje was a founding supporter of The Center in Oak Harbor and long-time board president of the Oak Harbor Senior Center Foundation; and,

WHEREAS, there are no restrictions or conditions placed on the donation of funds designated for use by The Center (fund 129.10.367.11.0010); and,

WHEREAS, it is in the City's best interest to accept the monetary donation;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor Washington, the Mayor is authorized to accept the \$10,000, donated by the estate of Alvin B. Koetje.

PASSED by the City Council and approved by its Mayor this 7^h day of July, 2020

CITY OF OAK HARBOR

Robert Severns, Mayor

Attest:

Julie Lindsey, City Clerk

Approved as to Form:

Anna Thompson, Interim City Attorney

June 3, 2020

Liz Lange, Director
The Senior Center
51 SE Jerome St
Oak Harbor WA 98277

Re: Estate of Alvin B Koetje (deceased)

Dear Director Liz

We are pleased to enclose Check No. 1010 in the amount of \$10,000. This fulfills the bequest made to The Center in Al's Last Will and Testament.

Al was always grateful that he had had the opportunity to be a part of the founding of the senior center in Oak Harbor. He was also most appreciative of the Board for their unquestioning support in his later years. It is our privilege to forward this remembrance on his behalf.

Sincerely



Cherita L Koetje & Randal V Koetje
Co-Personal Representatives for the Estate

Enclosure

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

Bill No. 4.h.
Date: July 7, 2020
Subject: Surplus Authorization-Senior
Center Bus

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion to approve the surplus and sale of the City's 2009 General Coach American Model 330 passenger bus.

BACKGROUND / SUMMARY INFORMATION

In 2008, the City purchased a 2009 General Coach American Model 330 passenger bus from Schetky Northwest Sales, Inc. in the amount of \$125,069.04, using Equipment Rental replacement funds. This bus was used by the Senior Center for their travel program.

Due to the bus getting closer to its sunset date and costs that continue to rise, staff began exploring options for sustainable transportation for the travel program.

In 2018, staff conducted an RFQ process to see if there was any interest in providing a charter service for the Senior Center travel program. The City received no bids.

Staff then reached out to Whidbey SeaTac shuttle to inquire if they were interested at all in chartering with the City. Staff believed this would allow the City an opportunity of transferring those costs and focus on developing more opportunities for travel. An agreement was put in place and Whidbey SeaTac shuttle was then used for the travel program.

The bus has continued to be insured and inspected; however, it has now developed a mold problem due to condensation and lack of use. The current bus has only been driven 250 miles over the last two years and has not been used at all since August of 2019. Staff is working to clean up the mold to prepare for sale, if approved.

In order to save costs on insurance, maintenance, and to obtain a decent sale value, staff is proposing to surplus and sell the bus.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item has not been reviewed at a City Council workshop.

ATTACHMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.i.
Date: July 7, 2020
Subject: Waterfront Pedestrian
Improvements - Allowance

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize the Mayor to authorize the City Engineer to execute contract changes up to \$30,000 for the construction contract with PNW Civil Inc. for the Waterfront Pedestrian Improvements Project.

BACKGROUND / SUMMARY INFORMATION

The contract for the project was approved by the City Council at the March 17, 2020 meeting which did not include a change order allowance for the City Engineer. The contract included up to \$20,000 in Minor Changes for use on the project.

The contractor has completed the contracted work and the total contract allowance has been exhausted for the original work, to make necessary field changes, and to provide additional improvements to substandard sidewalk in the project limits. The original cost of the project from PNW Civil Inc. is \$122,463.75. The Engineer's estimate of probable costs was \$151,094.06.

The additional work this change will authorize is to replace three ADA sidewalk ramps and improve one ADA sidewalk ramp at the intersection of SE Bayshore Avenue and SE Dock Street. The City is working with Island County to have SE Bayshore Avenue and SE Dock Street overlaid as part of the 2020 Street Overlay Project and this will necessitate these ADA improvements.

If approved, this would increase the total allowable cost of the project to \$152,463.75.

LEGAL AUTHORITY

Project Contract and APWA/WSDOT Standard Specifications for Road, Bridge, and Municipal Construction 2018, Section 1-04.4 Changes.

OHMC 2.390.010 Council approval

FISCAL IMPACT

Funds Required: \$30,000.00

Appropriation Source: STR##02.con.175.064 – 102.00.595.31.6300

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

- *July 24, 2019* - City Council Workshop, the project was discussed.
- *September 3, 2019* – City Council authorized the Mayor to sign the Professional Services Agreement with TranspoGroup for their professional services on the Waterfront Pedestrian Improvements project in time and materials, not to exceed amount of \$41,000.
- *March 17, 2020* – City Council authorized the Mayor to sign the construction contract with PNW Civil Inc., for the Waterfront Pedestrian Improvements project in the amount of \$122,463.75, and authorize the City Engineer to add up to 21 contract days in total.

ATTACHMENTS

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

Bill No. 5.c.i.
Date: July 7, 2020
Subject: Clean Water Facility - Status of
Construction Punchlist

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

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

BACKGROUND / SUMMARY INFORMATION

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

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

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

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

The formal punchlist is complete except for items regarding the biosolids dryer. Due to contractual issues regarding the biosolids dryer, this item will remain unresolved indefinitely. Several warranty items are weather related or are impacted by the COVID-19 virus work restrictions.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$0.0

Appropriation Source: Multiple

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

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

ATTACHMENTS

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

Attachment A-CWF Punclist Status 6/25/20

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

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

Bill No. 7.a.
Date: July 7, 2020
Subject: Ordinance No. 1906 - Budget
Amendment for 2019-2020
Budget

FROM: Patricia Soule, CPA Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion to approve Ordinance No. 1906 Budget Amendment #5 amending the 2019-2020 Biennial Budget.

BACKGROUND / SUMMARY INFORMATION

The City has determined a need for a Budget Amendment and to the 2019-2020 biennial budget for the following items.

We are budgeting the anticipated Transportation Benefit District sales tax revenue of \$630,000 for 2020 and budgeting the contracted cost of \$328,620 for chip sealing 5.6 lane miles and 1 mile of overlay of local residential streets. The other portion of the costs are already in the Street Overlay Project with funding transferred and available for use.

We will be moving budgeted funding of \$36,692 forward for the Hoffman Trail project to 2020 as the timeline has changed from 2022 and 2023 to 2020 so the project can happen in coordination with County timelines. The funding being used is the Transportation Impact Fees as this is an arterial project and those funds are allowed to be used.

We are budgeting the CARES grant funding received by the City in the amount of \$689,100 to be used for City PPE and technology expenditures, Small Business Grants, and administrative costs.

We are budgeting the County CARES grant funding in the amount of \$366,666 being provided to the City to administer as a subrecipient and use for Small Business Grants and administrative expenses. There is a MOU on the agenda to approve the acceptance of this funding.

We are budget the \$300,000 in anticipated F-Dock repairs from storm activity and use the Liability insurance less \$5,000 deductible for those expenditures and budgeted the \$392,000 in grant funding from the Department of Commerce for Marina updates and repairs. We will be including the \$71,000 already budgeted for F Dock pile hoops into the combined project that will be completed. There is a contract on the agenda for the design portion of these projects for \$84,600 that these funds will be used for this cost.

LEGAL AUTHORITY

RCW 35A.33.120

FISCAL IMPACT

The budget amendment will increase the budgets in the funds noted and allow for appropriation and use for the purposes described.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Ordinance 1906](#)

ORDINANCE NO. 1906

AN ORDINANCE OF THE CITY OF OAK HARBOR TO FOR AMENDMENT #5 TO THE 2019-2020 BIENNIAL BUDGET FOR INCREASES TO 2020 APPROPRIATION AUTHORITY.

WHEREAS, the City has determined that a budget amendment is needed for fiscal year 2020 of the 2019-2020 Biennial Budget for required increases in 2020 appropriation authority; and

WHEREAS, the City has determined that a budget adjustment is needed to adjust for the 2020 impacts from the first project using Transportation Benefit District funds coordinate with Island County to chip seal 5.6 lane miles and 1 mile overlay of local residential streets for a cost \$328,615.65, we will round up for budget to \$328,620, the funds that will be used are the collections from the sale tax increase of .02% to be used for the Transportation Benefit District with anticipated revenues of \$630,000 for the 9 months we will collect the tax in 2020; and

WHEREAS, the City has determined that a budget amendment is needed to adjust for the 2020 impacts from the new timeline for work on the Hoffman Trail Project moving the work into 2020 from 2022 and 2023 in the amount of \$36,692 and using the Transportation Impact Fees for that cost; and

WHEREAS, the City has determined that a budget amendment is needed to adjust for the 2020 impacts from CARES grant funding to the City of \$689,100 the funding will be split between Central Stores (510) for City purchases and General Governmental (001) for the Small Business Grants and administration costs; and

WHEREAS, the City has determined that a budget amendment is needed to adjust for the 2020 impacts from CARES grant funding from the County for us to act as a grant subrecipient for Small Business Grants and administration costs in the amount of \$366,666; and

WHEREAS, the City has determined that a budget amendment is needed to adjust for the 2020 impacts to the Marina for F Dock repairs estimated to be \$300,000 funded by our insurance less a \$5,000 deductible and Marina Improvements/updates for \$392,000 using WA State Department of Commerce Grant funds of \$400,000 less the state withheld portion of \$8,000; and

NOW THEREFORE, the City Council of the City of Oak Harbor do hereby ordain as follows:

Section One: The revenues and expenditures for the applicable funds are hereby amended for the budget year 2020 as set forth below:

<u>Fund Name</u>	<u>Fund #</u>	<u>Previous Budget</u>	<u>Amendment</u>	<u>Amended Budget</u>
GENERAL FUND	001	\$ 16,736,899	\$ 711,216	\$ 17,448,115

ARTERIAL CAPITAL PROJECT FUND	103	\$ 248,318	\$ 36,692	\$ 285,010
TRANSPORTATION BENEFIT DISTRICT FUND	107	\$ 0	\$ 630,000	\$ 630,000
TRANSPORTATION BENEFIT DISTRICT CAPITAL PROJECT FUND	108	\$ 0	\$ 328,620	\$ 328,620
MARINA CAPITAL PROJECT FUND	440	\$ 3,446,000	\$ 692,000	\$ 4,138,000
EQUIPMENT REPLACEMENT FUND	510	\$ 2,798,678	\$ 344,550	\$ 3,143,228

Section Two: Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section Three: The project funds that have been budgeted will remain budgeted until the project has been completed or it is determined that the project will not occur.

Section Four: Effective Date. This Ordinance shall take effect five days after publication as provided by law.

Adopted by the City Council this 7th day of July 2020.

CITY OF OAK HARBOR

ROBERT SEVERNS, MAYOR

Attest:

Approved as to Form:

Julie Lindsey, City Clerk

Anna Thompson, Interim City Attorney

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

Bill No. 8.a.
Date: July 7, 2020
Subject: Professional Services
Agreement: David Evans &
Associates, Master Plan for
Harbor Heights Property

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize the Mayor to sign a Professional Services Agreement with David Evans & Associates to create a Master Plan for the Harbor Heights Property, including documents and drawings for the development of Phase I of the Regional Park in the amount of \$219,065.00

BACKGROUND / SUMMARY INFORMATION

On January 31, 2020, the City purchased 75 acres of land from Harbor Heights LLC to be used for the development of a Regional Park. This new park will provide sports fields for a variety of sporting activities and other recreational activities. The park project will be developed in phases. The first phase of the park will be the development of two soccer fields, a parking lot and connecting pathways on 5.2 acres of the property. In 2019 staff successfully applied for and received a Youth Activities and Facilities Grant from the Washington State Recreation and Conservation Office. The \$350,000 grant is to be used for the development of Phase I of the Harbor Heights Project. The conditions of the grant require that we begin development of the park in early 2022.

On June 2, 2020 staff interviewed consultants to develop a Master Plan for the entire 75-acre site as well as creating bid documents and drawings for Phase I of the Regional Park Project. Staff selected David Evans & Associates as the Landscape Architectural Consultants for the project. The contract is in the amount of \$219,065.00. This project is necessary to accommodate the continuing need for sports fields for our youth, and it will also replace fields that may not be available if the School District elects to construct an elementary school on their 20 acres at Ft. Nugent Park, which they currently lease to the City.

LEGAL AUTHORITY

OHMC 2.390.010

FISCAL IMPACT

Funds Required: \$219,065.00 (007.70.594.76.6300 Gen1901.des.053)

Appropriation Source: \$350,000 YAF State Grant Funds & REET ½

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

- City Council Workshop on June 17, 2020
- Park Board Meetings on February 10, 2020, December 9, 2019, November 9, 2019, October 14, 2019, September 9, 2019, July 8, 2019, April 8, 2019, February 19, 2019.

ATTACHMENTS

1. [Harbor Heights Sports Complex Phase 1](#)
2. [Harbor Heights Master Plan](#)



**DAVID EVANS
AND ASSOCIATES INC.**

June 29, 2020

Mr. Hank Nydam, Parks Operations Manager
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 92877

**SUBJECT: PROPOSAL TO PROVIDE CONSULTANT SERVICES FOR THE PREPARATION OF PLANS,
SPECIFICATIONS AND ESTIMATES FOR PHASE 1 OF HARBOR HEIGHTS SPORTS COMPLEX**

Dear Hank,

On behalf of David Evans and Associates, Inc. (DEA), we thank you for the opportunity to provide the City of Oak Harbor with a proposal for the preparation of plans, specifications and estimates for the design of two youth soccer fields and a 50 space parking lot for Harbor Heights Sports Complex, Phase 1 development. This work is anticipated to follow the preparation of the 75-acre master plan in order to determine the most appropriate and successful location for said youth sports fields. The following scope of services and fees reflect the tasks associated with the preparation of Phase 1 improvements on approximately 5.3 acres.

PRELIMINARY DESIGN

Task 1 – Start Up Meeting - \$2,000

The DEA project team will meet with the City of Oak Harbor staff to begin preparations for the PS&E's for the two youth soccer fields, parking area, site access / circulation, site amenities and park entry signage. This meeting will serve as an opportunity to acquire relative input about the project area from various city departments including guidelines for implementation and scheduling, in addition to identifying key contacts. This meeting will also provide a review of the approved master plan, scope of services, including optional items / phasing, content and objectives of the Grant guidelines & Environmental documents, existing plans, survey data, utility connections, maintenance, construction scheduling and budget.

Deliverables: Attendance at the project start-up meeting by the project manager and leading members of the design team.

Task 2 - Project Management - \$6,500

DEA will provide project administration including budget and schedule management, internal quality assurance/quality control review of deliverables prior to submission, and maintenance of records and monthly invoicing. A project duration of 6 months is assumed for the Design Phase.

Deliverables: Project management as noted above.

Task 3 – Topographic Survey - \$TBD

DEA has been provided a topographic survey. It appears the survey is adequate for the project needs. If additional survey becomes necessary as determined in the design phase, DEA will notify the City and negotiate for the work to be completed.



Task 4 – Site Analysis - \$4,240

The DEA project team will complete a field assessment utilizing the completed topographic plans to verify existing site conditions and generally familiarize ourselves with the selected site based on the outcome of the master plan development. Opportunities for field orientation, grading and drainage, and areas of sensitivity (noise and views) will be considered during our site analysis. This task will also include obtaining soils data to determine the site's suitability for the proposed natural turf fields.

Deliverables: DEA representatives will visit the project site (with City staff) utilizing the topographic survey information in order to identify design, construction, and demolition challenges and opportunities.

Task 5 – Two Alternative Conceptual Designs - \$7,710

DEA will prepare two preliminary plans for the development of the youth soccer fields and parking area to further describe the character of the project including selection of materials, colors, and site amenities. A digital base plan will be used by the project team to finalize the site appurtenances such as fields and parking lot configuration, walkway layout, landscaped areas, circulation, signage and fencing if appropriate. The plan will also provide a preliminary plant palette with the intent of water conservation and ease of maintenance. Each design alternative will depict the desired 'grant approved' amenities based upon the current budget. A general preliminary cost estimate will be provided for the required amenities represented in each of the conceptual plans at this level. Plans will be prepared to City standard sheets and will be accompanied by 8-1/2" x 11" reduced copies suitable for inclusion into reports for various committee meetings. Plans will also be available electronically in PDF format.

DEA will review the black and white plans and estimate with City staff and incorporate the requested revisions to develop a final colored conceptual plan that depicts the desired modifications and can be used for public outreach and meeting facilitation as needed.

The approved colored conceptual plan will represent the design which will move forward into final design based on the following tasks.

Deliverables: Two conceptual plans (B & W) and one final colored revised conceptual design indicating proposed site amenities and detailed site plan configuration in addition to cost estimates for each.

Task 6 – Environmental and Permitting - \$8,350

Based on the nature and location of the proposed project, DEA anticipates that the following general tasks: SEPA documentation will be required for the Phase 1 project.

Task 6A SEPA Documentation

DEA will prepare a SEPA Checklist for the Phase 1 project in pursuit of a Determination of Non-Significance (DNS) or a Mitigated Determination of Non-significance (MDNS). Environmental resources addressed will include earth, air, water, plants, animals, energy/natural resources, environmental health, land/shoreline use, housing, aesthetics, light/glare, recreation, historic/cultural preservation, transportation, public services, and utilities. Supporting data and information will be utilized from a site visit, the Critical Areas Report, existing aerial photographs, site photographs, Island County GIS data, the City of Oak Harbor planning documents, and online databases. The CAR prepared in the master planning phase, will be an attachment to the SEPA Checklist.

Deliverables:

- *Draft SEPA Checklist (pdf electronic version).*
- *Final SEPA Checklist (pdf electronic version).*

Assumptions:

- The project involves no federal funding or approvals.
- The City will be the SEPA Lead Agency and provide project description information to the CONSULTANT.



- Up to two rounds of CITY review may be required.
- The City will prepare and submit the SEPA determination to Ecology for recording in the State of Washington SEPA Register.

DEA assumes the following permits or documentation will not be required:

- Section 404/401 permits through the Corps or Ecology (no impacts below ordinary high water mark of wetlands or waters of the U.S.).
- Biological Assessment for ESA-listed species (ESA impacts will be covered under applicable section of ECS form).
- Shoreline Substantial Development Permit.
- HPA from WDFW (no impacts to waters of the State).
- Cultural resources assessment (or by others)
- Section 4(f) analysis (assumes that use of park is not changing so not needed).
- NEPA not required

Task 7 - Traffic Study - \$9,500

Gibson Traffic Consultants (GTC) will prepare a traffic study to support the project. Gibson's scope of work includes:

- 1) Preliminary Site Evaluation
- 2) Trip Generation for weekday AM peak, PM peak, and daily as well as weekend peak using ITE data (i.e. how many vehicles will be added to the roads)
- 3) Trip Distribution for weekday PM peak, and daily (i.e. where those trips will be going)
- 4) Trip Turning Movement Assignments
- 5) Existing Level of Service (LOS) at up to four intersections for weekday PM peak hour two for Saturday
- 6) Future Baseline LOS at four intersections weekday PM peak hour and two for Saturday
- 7) Future with Project at four intersections weekday PM peak hour and two for Saturday
- 8) Counts at four existing intersections weekday PM peak hour and two for Saturday
- 9) Key Intersections & Assignment
- 10) Access sensitivity Analysis for two different access alternatives including:
 - Sight Distance
 - Channelization
 - Access Spacing
 - Queuing Analysis
 - Pedestrian Conflicts
 - Level of Service (LOS) driveways
- 11) ITE/Survey for parking
- 12) Collision History
- 13) Concurrency
- 14) Mitigation Requirements
- 15) Includes one online meeting with the City
- 16) Includes one online meeting with the Client
- 17) Provide a report summarizing findings

Deliverables: Traffic Study in electronic pdf version.

TASK 8 – Geotechnical - \$15,810

GeoEngineers, Inc. (GeoEngineers) is pleased to present this proposal for providing geotechnical engineering services to David Evans & Associates, Inc. (DEA) for the proposed Harbor Heights Sports Complex – Phase 1 project in Oak Harbor, Washington. This scope and fee estimate is based on information



provided by John Smith with DEA, a review of geologic mapping, our previous experience in the area, and experience on similar projects including the City water reservoir.

The purposes of our geotechnical engineering services are to evaluate site soil and groundwater conditions as a basis to provide geotechnical design recommendations for the proposed development. We propose the following scope of services:

- Review existing available geologic and soil information for this site, adjacent sites from publicly available resources and our in-house files, and complete project setup and coordination.
- Perform an initial site visit to mark exploration locations and submit utility locate information to the Washington Utility Notification Center, as required by Washington State law, to clear utility locations prior to the explorations. Public utility locators do not check on-site utilities and locating the on-site utilities is the responsibility of the Owner. GeoEngineers does not assume liability for any damage or losses related to encountering buried utilities that have incorrectly located or were not located at all.
- GeoEngineers will arrange for an excavation subcontractor to provide suitable access to the exploration locations. Depending on the existing vegetation we anticipate up to 1 day of work to provide access. This task may be combined with the test pit excavations described below. Due to undeveloped area and lack of landmarks, we request that the proposed project area be staked or flagged.

We have assumed that no permitting is required for the explorations and that any wetland buffers (if present at the site) will be clearly flagged. Some limited tree removal may be required for site access.

- Complete 1 day of test pit explorations with a subcontracted excavator. Complete 6 to 10 test pits at the site extending up to 10 feet deep. The test pits will be dug to the planned depths unless excavator refusal is reached or sidewall instability forces a shallower completion depth.
- Our representative will obtain soil samples at approximate 1- to 2-foot sample intervals from each test pit, classify the materials, and maintain a detailed log of the exploration. The soil samples will be sealed and returned to our laboratory for additional examination and laboratory testing. The test pits will be backfilled with the soil tamped in place using the bucket of the excavator.
- We will coordinate the "Inadvertent Discovery" protocol paperwork and procedures with the City of Oak Harbor related to encountering archeologically significant items at the site. On-site cultural resources monitoring, if required, will be completed by others.
- Evaluate pertinent physical and engineering characteristics of the soils based on laboratory tests performed on samples obtained from the test pits. The testing will include moisture content determinations, percent fines content, and/or grain-size analyses.
- Complete engineering analysis and provide geotechnical engineering conclusions and recommendations including:
 - a) Earthwork, weather construction recommendations, and discussion of the suitability of on-site soils for structural fill.
 - b) Construction of cut and fill slopes.
 - c) Segmented block retaining wall design parameters for cut and fill walls.
 - d) Pavement design sections for typical access road and parking lot traffic.
 - e) Design ground acceleration for the project site, determined using AASHTO (2007).
 - f) Discussion of stormwater management and recommendations based on soil types and sieve analysis results. As noted, we anticipate that infiltration may not be feasible based on expected soil types. If soils with high infiltration potential are encountered, a PIT could be conducted at a future time for an additional fee.
 - g) Other design or construction considerations that may arise during the study.

Deliverables:

1. Prepare a geotechnical report with our conclusions and recommendations in accordance with the



- scope described above. Exploration logs, a site plan, and supporting test data will be included.
2. A draft geotechnical report will be prepared your use and distribution. After client review and comments are issued, GeoEngineers will finalize the report and submit an electronic copy for your use and distribution.

FINAL DESIGN

Task 9 - Grading, Paving and Drainage Plan - \$35,000

DEA will prepare a 1"=20' scale precise grading, paving and drainage plan for approximately 5.3-acres depicting parking area, soccer fields (2), on-site grading contours, slopes, finish surface and top of curb elevations, drainage patterns, typical cross sections and proposed civil related improvements including pavement, curb and gutter, hardscape flatwork and handicap ramps for the project site. The plan will consider ADA requirements for accessibility.

Deliverables: plan set as described above.

Task 10 - Hydrology and Hydraulic Study/Report - \$7,500

DEA will prepare storm drainage calculations and design drainage report according to the requirements of the 2012 Department of Ecology Stormwater Manual for the Puget Sound Basin as adopted by the City of Oak Harbor. The drainage report shall account for work that encompassed the associated road/parking improvements and soccer fields construction.

Deliverables: Storm Drainage report in electronic format (pdf).

Task 11 - Erosion Control Plan - \$2,500

DEA will prepare a 1"=20' scale Erosion Control Plan for approximately 5.3-acres depicting temporary Best Management Practices (BMPs) and other measures needed to prevent erosion of graded slopes, swales and pads.

Deliverables: 1"=20' Erosion Control Plan as noted above.

Task 12 - Horizontal Control and Signing and Striping Plan - \$1,200

DEA will prepare a 1"=20' scale horizontal control and signing and striping plan for approximately 5.3-acres depicting a basis of bearing, dimensions and control for proposed sports fields as well as other pertinent site features, parking and access circulation, striping layout, ADA access path to adjacent public right-of-way or street, and parking and ADA signing details.

Deliverables: 1"=20' Horizontal Control / Signing and Striping Plan.

Task 13 - Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) - \$2,500

Prior to construction, DEA will complete the Notice of Intent application to be filed with the Regional Water Quality Control Board. The City of Oak Harbor will pay for fees. As part of this application, DEA will prepare the Storm Water Pollution Prevention Plan (SWPPP) for the proposed site. This plan will outline Best Management Practices (BMPs) and other measures needed to reduce the potential for storm water pollution during construction activities. DEA engineers will review the grading and construction plans and identify potential sources of storm water pollutants. Based on this analysis, various BMPs will be called out for implementation during the construction period. The SWPPP will be prepared in accordance with the latest Washington Storm Water Quality Association guidelines for construction. DEA will submit the SWPPP to the City of Oak Harbor for review and approval prior to uploading the document to the SMART system.

Deliverables: NOI submitted via DOE website. SWPPP as electronic file (pdf).



Task 14 – Site Plan - \$3,200

DEA landscape architects will provide a site plan for the proposed items of construction. This plan will designate features of the proposed project including placement, detail references, material and manufacturer callouts, general construction notes, and specific elements of the overall design which are necessary for the proper construction of proposed items. At this time, we anticipate that the site improvements will include two natural turf soccer fields, a parking lot (50 cars), open space, site furnishings (bike racks, benches, bleachers, trash receptacles), walking paths, landscaping, and possibly fencing. Where applicable, sustainable features will be implemented.

Deliverables: 1"=20' site plan highlighting proposed park features and amenities as described above.

Task 15 - Construction Details - \$3,800

DEA will prepare construction details for the proposed park elements such as concrete paving/finish, asphalt paving, trash enclosure, fencing, concrete curbs, tree wells (if applicable), entry signage, planting and irrigation details.

Deliverables: Construction details as noted above.

Task 16 – Planting Plans - \$3,850

The planting plan will indicate location of proposed trees, shrubs, ground cover and turf. A planting legend will denote symbols, botanical and common names, size, quantities, and remarks. Planting notes and details will also be included. DEA understands the concern for water conservation and sustainability and therefore will select materials appropriate for the project site.

Deliverables: Planting plan for turf fields and parking lot.

Task 17 – Plan Submittals / Revisions - \$5,750

DEA will submit construction plans for review by the City for a 60% and 90% submittal and will make corrections following both reviews.

Deliverables: Revisions to plans during two City reviews.

Task 18 – Project Specifications \$3,500

Technical specifications including a performance specification for irrigation as a Contractor design will be prepared in the desired format for the proposed soccer field development. These technical specifications will be provided in a “boiler plate” format and DEA will modify the document accordingly. DEA requests that the City provide the boiler plate information for special provisions.

Deliverables: Technical specifications in word format.

Task 19 –Construction Cost Estimate - \$2,850

The DEA team will provide an estimate of probable construction costs for the proposed soccer / youth sports field elements for each stage of preparation of the construction drawings (90% and 100%). A detailed, line item estimate will be prepared for use as a guide in the final determination of items to be constructed under the allowed budget and in accordance with the grant guidelines. We understand the project has a construction budget of \$1,237,700.

PS& E Deliverables: 90% PSE (22"X34" full size plans, and 8.5x11" cost estimate, in PDF format, 100% PSE (1'= 20' scale, 22"X34" full size plans, and 8.5x11" cost estimate, in PDF format), Bid-Ready PSE (1'= 20' scale, 22"X34" full size plans, and 8.5x11" cost estimate, in PDF format).



BIDDING

Task 20 – Bid Assistance - T & M

DEA will assist the City in responding to bidder's inquiries and request for clarifications when needed. Clarifications and / or addenda will be provided. Should the City require assistance with reviewing the bids, DEA is available and can make recommendations regarding award of the construction contract.

Deliverables: Bid assistance as noted herewith.

CONSTRUCTION

Task 21 – RFI, Submittal, and Change Order Review - T & M

The DEA team will review and respond to RFI's and clarifications during construction within seven calendar days of receipt. DEA will also review contractor change order requests, answer questions, review submittals, shop drawings and schedules required 'to be submitted by the contractor for conformance with the design plans and specifications.

Deliverables: RFI, submittal and change order review as noted above.

Task 22 – Site Visits - T & M

DEA's construction management team will attend a pre-construction meeting in addition to field meetings during construction to discuss construction progress, visit the site as deemed appropriate to review the progress and quality of the work and ensure its compliance with the overall design intent, and review project issues and general construction matters. The team will assist the City in preparing punch lists for the contractor, in addition to conducting preliminary and final inspections to determine the dates of substantial completion and final completion of construction. Our 'budgetary' fees are based upon an anticipated 8 month construction period.

Deliverables: Construction site visits as noted.

Task 23 – As Built Plans - T & M

The DEA team will also prepare As-Built plans on city supplied base sheets in electronic format from information provided by the contractor provided red lines. The City will provide to DEA, the information regarding changes made to the project during construction which are to be shown on the As-Built plans. DEA will utilize the originally signed and stamped plans to develop the As-Built drawings.

Deliverables: Preparation of As-Built plans as noted on a time and materials basis.

ADDITIONAL SERVICES

Should any of the following items noted be required or desired, DEA would be pleased to provide additional scope and fee to support those efforts. Some include provisions to prepare models, videos, presentations, graphics, etc. or any item which does not currently fall within the scope of services as noted above.

Project Exclusions:

- Record of Survey, Corner Records, Establishment of property corners, boundary survey
- Preliminary Title Report, Property Surveys
- Utility Potholing, Underground utility locations
- Re-design of previously approved documents
- Cost estimates beyond what is noted
- Structural calculations/drawings for park structures, signs and/or walls.
- Daily Construction Management



- Excessive Requests by Contractor to Review Substitution Submittals for Items Specified on the Drawings
- Bid Set Printing Costs
- Meetings Beyond Effort Noted
- Reimbursable Costs Beyond Cost Noted in Fee Schedule
- Permit Fees
- Building Permit Processing and Acquisition
- Design and implementation of any item not specifically noted in the scope of work.
- Energy Compliance Documentation.
- Sampling and testing of materials or review of concrete mix designs.
- Design of remedial electrical work where existing conditions are in violation of Electric Code.
- Design of new street lighting or structural pole base calculations.
- Alternate Bid Packages / Phasing Plans
- Sewer improvement plans
- Water improvement plans
- Offsite Street improvement plans
- Retaining wall plan and calculations
- Synthetic turf fields

DEA looks forward to working with you once again and we appreciate your consideration of our qualifications. We look forward to discussing this proposal with you.

Total Budget not including optional services: \$125,760 + \$2500 reimbursables: \$128,260

Sincerely,
DAVID EVANS AND ASSOCIATES, INC.

John N. Smith, PE
Vice President, Project Manager



**DAVID EVANS
AND ASSOCIATES INC.**

June 29, 2020

Mr. Hank Nydam, Parks Operations Manager
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 92877

**SUBJECT: PROPOSAL TO PROVIDE CONSULTANT SERVICES FOR THE PREPARATION OF A 75 ACRE
MASTER PLAN FOR HARBOR HEIGHTS SPORTS COMPLEX**

Dear Hank,

On behalf of David Evans and Associates, Inc. (DEA), we thank you for the opportunity to provide the City of Oak Harbor with a proposal for the preparation of a comprehensive master plan and community outreach efforts for Harbor Heights Sports Complex. We enjoyed meeting your team during our video interview and look forward to the next steps in the selection process. The following scope of services and fees reflect the initial tasks associated with the development of a comprehensive master plan.

TASK A - PROGRAMMING -

Task A1 - Start Up Meetings - \$2,700 (plus \$500 for reimbursables)

The DEA project team will meet with the City of Oak Harbor staff to begin preparations for the community outreach and master plan development of Harbor Heights Sports Complex. This meeting(s) will serve as an opportunity to meet appropriate "team" members and acquire relative input about the park including guidelines for implementation and scheduling, in addition to identifying key contacts. This meeting will also provide a review of the scope of services, project limits, schedule, budget, regulatory items, approval processes, efficient maintenance concerns, utility improvements, stormwater LID, and discussion for the desired format of the community meetings.

Additional topics of discussion shall include, but not be limited to, park lighting in conformance with Dark Sky ordinances (light spillage), noise, traffic concerns, and infrastructure needs.

Task A2 - Base Map Preparation - \$1,900

Utilizing base map information provided by the city which includes street plans, assessor parcel maps, and aerial mapping, and a digital topographic map, DEA will develop an AutoCAD base map at an appropriate scale for use in developing concepts as noted below. We have not included a topo survey at this time; however, we are happy to provide a supplemental proposal once the City determines that this level of accuracy is required for future work.

Task A3 - Opportunities and Constraints Map / Photo Inventory - \$3,360

A conceptual level opportunities and constraints map will be prepared along with a photo inventory of the site.

Task A4 - Project Meetings - \$2,940

DEA's project manager will attend two additional meetings (beyond the start up meeting) during this phase of the project.



TASK B - COMMUNITY MEETINGS / WORKSHOPS - \$7,950 (plus \$2,000 for reimbursables)

(The following topics will be addressed by the DEA design team: introductions, purpose of the workshops and anticipated schedule, opportunities and constraints, special needs, site plan considerations, and design process.)

Prior to commencing work with the master planning process, DEA will assist in the facilitation of **three** community workshops. The City will be responsible for advertising and inviting community stakeholders, residents, businesses, property owners and staff.

Meeting Number 1

The first meeting / workshop will be held to obtain input regarding opportunities, constraints and programming needs without a preconceived idea of the features desired in the park – we are there to listen and respond accordingly. If this meeting can occur in person (vs. virtual), existing site plans will be available for use by those in attendance such that part of the workshop will allow for design input. Templates of various park elements will be provided to better understand use requirements, adjacencies and potential impacts to existing trees and vegetation. Following this workshop, DEA will meet with the City to review the outcome of the Community meeting and obtain feedback regarding the development of the master plan.

Meeting Number 2

The second meeting / workshop will allow the team to present **two** conceptual plans for review and discussion that reflects the input provided by those in attendance. Comments, ideas, and recommendations will be incorporated as directed by City staff.

Meeting Number 3

The third meeting / workshop will include a presentation by the design team of the final conceptual plan which will reflect input from the community as well as that by City staff. Minor revisions following the third meeting are anticipated and will be addressed.

Deliverables: Attendance at three community workshops and the preparation of support materials as noted above.

TASK C – PROJECT WEBSITE- \$19,990

Website Design and Implementation

EnviroIssues will work closely with the project team to develop and launch an ADA accessible project website that will inform and engage stakeholders in the sports complex planning process. During the development of the Sport Complex Master Plan, EnviroIssues will update the website with project materials, announcements about upcoming meetings, and interactive engagement tools, information on surveys, that will collect stakeholder feedback on the sports complex design.

- Develop and manage content for interactive website
- Develop website design look and feel
- Set-up and deploy website domain
- Format and test project materials for ADA accessibility
- Host and maintain website for up to nine (9) months

Optional Service: Develop, launch and synthesize stakeholder feedback for online engagement surveys –

Additional Cost: \$2,750 per survey

Assumptions:

EnviroIssues will host and manage the website on our "Participate.Online" platform

EnviroIssues will work closely with DEA and The City of Oak Harbor to review and finalize content for the website

All graphics and/or photos for the website will come from materials created for public meetings or will be provided to EnviroIssues by DEA or the City of Oak Harbor

The City of Oak Harbor will develop and distribute all notifications about the website to project stakeholders



TASK D - ENVIRONMENTAL - \$16,845

Based on the nature and location of the proposed project, DEA anticipates that the following general tasks: Wetland and Stream Reconnaissance/Delineation and Critical Area Report will be required.

Task D1 Wetland Delineation

Two David Evans and Associates, Inc. (DEA) biologists will conduct up to a three-day site visit to delineate wetlands, identify streams and assess the entire approximately 75 acres Oak Harbor, Harbor Heights Sports Complex property (Park Property) located in the north west portion of the City of Oak Harbor, Island County. The reconnaissance and delineation methods will adhere to appropriate local, state, and federal guidelines. All identified wetlands, streams and other critical areas and data plots will be flagged with surveyor flagging that will be marked with flag numbers. All flags will be located with a handheld GPS system. Delineation will be limited to the Park Property.

Results of the site visit will be documented in a wetland delineation report that will meet the City of Oak Harbor submittal requirements. Report will include discussion of existing conditions, wetland and upland plant community, soil characteristics and hydrology. Report will include wetland data forms, rating forms, and color photographs.

Deliverables: Site visits, task and wetland delineation report as noted above.

Assumptions:

- The City will assure legal access to the property.
- Field work will be completed within a maximum of three days by two biologists.
- All flags will be surveyed using a handheld differentially corrected GPS system.

Task D2 – Critical Area Report

DEA will document the existing conditions and critical areas on the Harbor Heights Sports Complex Property in a Critical Areas Report (CAR). The CAR will meet the City of Oak Harbor submittal requirements. Report will include discussion of existing conditions, wetland and upland plant community, soil characteristics, hydrology, fish and wildlife habitat conservation areas, Garry oaks, geologically hazardous areas, critical aquifer recharge areas, frequently flooded areas. Report will include wetland data forms, rating forms, and color photographs.

Deliverables:

- *Draft CAR (electronic Word version)*
- *Final CAR (electronic PDF version)*

Assumptions:

- The City will review all draft documents once, prior to being provided the final documents.
- Project impacts and mitigation will not be addressed in the scope

TASK E - PRELIMINARY PLANNING - \$25,760

DEA will initially prepare **two** colored conceptual plans following the first workshop which will incorporate both City and community ideas. These plans will then be presented at the second workshop to obtain a general consensus regarding the desired amenities and proposed layout. Based on input received from the community as well as staff recommendations, DEA will prepare one revised colored plan that will be presented at the third workshop. Final modifications will be addressed and a colored illustrative plan will be provided to the City (see Task F below). Each plan will indicate the layout of amenities in addition to providing example photos of proposed improvements.

Deliverables: Two colored conceptual plans and one colored revised plan.



TASK F - PARK MASTER PLAN - \$6,360 (plus \$500 for reimbursables)

DEA will prepare a final colored plan based on input received at the community meetings and present it to staff and the City Council. This open forum will also allow the public to view and comment accordingly. Based on input received during this meeting, City staff will direct DEA to make any final modifications.

Deliverables: Preparation of a final colored park master plan based on the final conceptual plan.

TASK G - OPTIONAL SERVICES

Photo Renderings - \$3,500/digital image and/or \$2,000/artist image (per each)

DEA's graphic designers are available to provide photo simulations to support the overall conceptual park design. Once the desired views are determined, DEA can provide a proposed cost to prepare the respective renderings. This work would be performed by in-house staff to ensure a seamless collaboration with our design team. As noted above, a fee for these services would be provided once a scope of services can be defined.

Project Budgeting - \$8,000

DEA can provide an estimate of probable construction costs for the final conceptual plan.

Preliminary Grading, Drainage and Utility Plan - \$7,000 for grading plan + \$5,000 for drainage & utility plan

DEA can prepare a conceptual level grading plan, drainage and utility for the final master plan.

Thank you once again for your consideration of our qualifications. We look forward to discussing this proposal with you.

Total Budget not including optional services: \$87,805 + \$3000 reimbursables: \$90,805

Sincerely,
DAVID EVANS AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "John N. Smith". The signature is fluid and cursive, with the first and last names being more prominent.

John N. Smith, PE
Vice President, Project Manager

City of Oak Harbor
City Council Agenda Bill

Bill No. 8.b.
Date: July 7, 2020
Subject: Professional Service
Agreement: HDR Engineering,
Inc., Navy Utility Rate Study,
Amendment No. 2

FROM: Patricia Soule, CPA Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion to approve the HDR Engineering Inc. Amendment #2 to the Navy Utility Rate Study to extend the date to 12/31/2020 and add \$66,163 for additional services.

BACKGROUND / SUMMARY INFORMATION

The Navy requested a proposal from the City to explore connecting Navy facilities to the City's sewage system. The Request for proposal (RFQ N4425518T7002) from the Navy was discussed in the City Council workshop on 7/25/2018. The City contracted with HDR to prepare the proposal and also entered into a contract with the Navy to reimburse us for the contract. The proposal was accepted and the Navy issued a contract and it was approved by Council.

The City provided a Technical Memorandum to the Navy on July 15, 2019 outlining the Navy Wastewater Rate & Charge analysis as per the Navy requested scope of work. On April 2, 2020 the Navy initiated conversation to go through the Technical Memorandum and discuss what next steps. Under the agreement with HDR they provided services in providing the technical memo and participated in pre-negotiations with the Navy.

For the City to continue into formal negotiations with the Navy and respond to any needs involving technical calculations and Navy proposal review, we will need the service of HDR Engineering, Inc. and Carollo Engineers. The Navy will not reimburse the City for any costs during Negotiation. Attached to the Amendment #2 document is the Scope of Work provided by HDR Engineering, Inc. for \$66,153 to be added to their contract bringing the total allowed cost to \$182,387.

The Scope of Work is outlined on page 4 of HDR Engineering, Inc. and lists the 3 Tasks that HDR Engineering, Inc anticipates providing during the continuing conversation. Task 1: Technical Analysis and Navy Proposal Review \$35,384; Task 2: City Project Meetings \$17,345; and Negotiation Meetings \$13,355.

LEGAL AUTHORITY

OHMC 2.390.010 Council Approval of Contracts over \$30,000

FISCAL IMPACT

This will be charged to the Wastewater Fund under BARS# 402.60.535.00.4100

To date (6/4/2020) spent on the existing professional agreement for this work is \$106,499, leaving a remaining balance of \$9,825. Adding in the additional \$66,153 to the existing balance allows for \$75,978 in spending through 12/31/2020 if the amendment is approved.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

July 25, 2018 - The request for proposal from the Navy was discussed in the City Council Workshop.

August 21, 2018 - City Council authorized submission of proposal RFQ N4425518T7002 to the Navy.

January 2, 2019 - City Council approved Professional Service Agreement with HDR Engineering Inc. for Navy Utility Rate Study.

May 7, 2019 City Council authorized submission of Connection Fee and Rate Proposal to Navy for Treating Wastewater from the Seaplane Base

ATTACHMENTS

1. [HDR \(Navy\) Amendment #2](#)
2. [HDR \(Navy\) Scope of Work for Amendment #2](#)
3. [HDR \(Navy Rate Analysis\) Amendment #1](#)
4. [HDR Original Contract](#)

Consultant Agreement Amendment No. 2	Organization and Address	
Original Agreement Title: ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF OAK HARBOR AND HDR ENGINEERING, INC. FOR CONSULTANT SERVICES	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 Phone: 360-279-4500	
Project Numbers:	Original Execution Date January 2, 2019	Completion Date Prior: July 31, 2020 New: December 31, 2020
Project Title Projection of SDC's and sewer rates for Navy connection to the Oak Harbor Sewer system	New Maximum Amount Payable \$116,234 + \$66,153 additional services added New Maximum = \$182,387	
Description of Work Provide professional assistance in preparing a rate analysis for the Navy connection to the Oak Harbor sewer system.		

The City of Oak Harbor
desires to supplement the agreement entered into with HDR Engineering, Inc. and executed on January 2, 2019 and identified as On-Call Professional Services Agreement between The City of Oak Harbor and HDR Engineering, Inc for Consulting Services

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

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following:

See Attachment #1 outlining the HDR scope of work.

PROJECT COMPLETION DATE AMENDED TO: Time of completion for this Agreement is amended from July 31, 2020 to December 31, 2020.

PAYMENT shall be amended as follows:

No change.

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

CITY OF OAK HARBOR

HDR ENGINEERING, INC.

By: _____

By: _____

Robert Severs, Mayor

Printed Name: _____

Approved as to form:

Anna Thompson, Interim City Attorney



June 19, 2020

Ms. Patricia Soule, CPA
Finance Director
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

RE: Amendment to Provide Continuing City and Navy Rate and Fee Negotiations

Dear Ms. Soule:

The City of Oak Harbor (City) has been negotiating with the Department of Navy to establish rates and fees to provide wastewater collection and treatment services to Navy properties. HDR Engineering, Inc. (HDR) and Carollo Engineers (Carollo) have been assisting the City in this process and have completed the previously agreed upon scope of services.

Given this, the City has requested continued, and additional, assistance from HDR and Carollo in reviewing and developing analyses to support the City. HDR and Carollo (The Project Team) have been working extensively with the City for over 5 years to develop projected Clean Water Facility (CWF) costs and subsequent rates and connection charges. Provided below is a summary of the scope of services, project team, and fee estimate.

Scope of Services

Provided below is the scope of services to continue to assist the City in negotiations with the Navy.

Task 1—Technical Analysis and Navy Proposal Review

As the City continues to negotiate with the Navy, additional analyses will be necessary. This includes the evaluation of additional flow and load data provided by the Navy and the impact on Oak Harbor facilities including the CWF. If necessary, update the data tables provided in previous technical memorandums. Based on changes in flows and loads, the rate and fee analyses will be updated to reflect the impacts of the Navy proposal(s). As the analysis progresses the project team will work with the City to develop updated analyses to reflect the negotiations as they progress. The project team will develop up to four (4) updated and revised analyses based on the negotiations. All information will be provided to the City electronically (e.g., Word, PDF, Excel). Work will only be expended within the hours budgeted review of wastewater flow and loads as proposed by the Navy.

DELIVERABLES AS A RESULT OF TASK 1:

- Review and summary of the Navy's flows and loads

hdrinc.com

2365 Iron Point Road, Suite 300, Folsom, CA 95630
T 916.817.4700 F 916.817.4747

- Up to four (4) revisions to the rate and fee analyses based on Navy proposals

Task 2—City Staff Project Meetings

To assist the City in the review and discussion of Navy negotiations, the project team will participate in project meetings with City staff. Up to three project team members will participate in up to ten two-hour project meetings with City staff. All meetings will be participated in via conference call or web meeting. No onsite meetings are included as part of this amendment. The project team will review the City's meeting notes and participate in development of the agenda to prepare for the negotiation meetings with the Navy.

DELIVERABLES AS A RESULT OF TASK 2:

- Provide feedback and input on project meeting agenda's
- Review and provide feedback on City developed meeting minutes and notes
- Three project team members attend and participate in up to ten two-hour project meetings with City staff

Task 3—Negotiation Meetings

To assist the City in negotiations with the Navy, up to three project team members will participate in up to five three-hour negotiation meetings with the City and Navy. As requested, the project team will provide input and feedback during the negotiation meeting agenda items as requested by City staff. All meetings will be participated in via conference call or web meeting. No onsite meetings are included as part of this amendment.

DELIVERABLES AS A RESULT OF TASK 3:

- Provide feedback and prepare for negotiation meeting agenda items
- Review and provide feedback on City and Navy developed meeting minutes
- Three project team members attend and participate in up to five three-hour negotiation meetings

This concludes the scope of services to provide the additional requested services to assist the City with the negotiations with the Navy. If additional services are requested, they can be provided on an hourly basis at current hourly billing rates. Any additional services will be agreed to in writing between HDR and the City.

Proposed Project Team

The proposed project team is composed of individuals that have been providing similar services to the City. The proposed project team is as follows:

Shawn Koorn, Project Manager (HDR)

Shawn will guide the overall technical analysis and provide overall quality control for the study. Shawn has been assisting the City in the development of wastewater rates and fees since 2008.

Ms. Patricia Soule
June 19, 2020
Page 3

Judy Dean, Senior Financial Analyst (HDR)

Judy will assist in the development of the technical analyses. Judy assisted in the development of the current analyses related to the Navy connection and developed the 2009 connection fee analyses for the City.

Josiah Close, Financial Analyst (HDR)

Josiah will develop the technical analysis for the sewer rate analysis. Josiah has been developing the rate updates for the City since 2013.

Karl Hadler, PE, CWF Project Manager (Carollo)

Karl will assist with development of O&M costs, capital improvements required at the CWF, estimated useful life impacts, and capital improvement costs. Karl has been assisting the City with development of the CWF design and construction.

Michael Borrero, PE, Design Manager (Carollo)

Michael will assist with the review and development of Navy flow and loading data and information as well as participate in the negotiation assistance to the City.

Schedule

In discussion with the City this amendment has been developed to reflect the requested technical services, City staff meetings, and negotiation meetings through the end of August 2020.

Hourly Rates and Fee Estimate

Rate Schedule

Our proposed hourly rate schedule by job classification is provided below. The hourly rate schedule will be in effect during the course of the study, through December 2017. These rates shall apply for the requested scope of work.

HDR RATE SCHEDULE June 2020 through December 2020

HDR Project Manager	\$285
Senior Financial Analyst	\$200
Financial Analyst	\$150
Carollo Project Manager	\$298
Carollo Design Manager	\$272
Admin./Clerical	\$120

*The billing rates shown cover payroll cost, employee benefits,
and HDR overhead and profit.*

Ms. Patricia Soule
June 19, 2020
Page 4

EXPENSES:

In-House Expenses

Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Black/White Photocopies (per copy)	\$0.05 to \$0.09
Color Copy (per copy)	\$0.15 to \$0.30

No markup on expenses. Other direct expenses are billed at cost.

Fee Estimate

The project fees are a function of the hourly billing rates for the employees to be utilized for the services outlined in this amendment request. Provided below is a summary of estimated fee for the requested additional services.

Fee Estimate Continuing City and Navy Negotiation Assistance	
Task Description	Total
Labor:	
Task 1: Technical Analysis and Navy Proposal Review	\$35,384
Task 2: City Project Meetings	17,345
Task 3: Negotiation Meetings	<u>13,355</u>
Grand Total Labor	\$66,078
Total Expenses	<u>75</u>
Grand Total	<u>\$66,153</u>

HDR is willing to enter into a time and materials contract with City. Should the City request any additional services, the services will be provided through an amendment at current hourly billing rates. This proposal can be expanded or reduced as mutually agreed upon in writing by the City and HDR.

We appreciate the opportunity to provide this proposal to assist the City. Should you have any questions about our approach to this project or any information contained herein, please contact Shawn directly at (425) 450-6366 or at shawn.koorn@hdrinc.com.

Sincerely,
HDR ENGINEERING, INC.



Shawn W. Koorn
Associate Vice President

Consultant Agreement Amendment No. 1	Organization and Address	
Original Agreement Title: On-Call Professional Services Agreement with HDR, Inc.	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 Phone: 360-279-4500	
Project Numbers:	Original Execution Date January 2, 2019	Completion Date Prior: December 31, 2019 New: July 31, 2020
Project Title City of Oak Harbor Navy Sewer Connection Rate Analysis	New Maximum Amount Payable \$116,325 (no change)	
Description of Work Provide rate analysis for connection of the Navy to the City sewer system.		

The City of Oak Harbor
desires to supplement the agreement entered into with HDR, Inc. and executed on January 2, 2019 and identified as On-Call Professional Services Agreement with HDR, Inc.

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

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following:

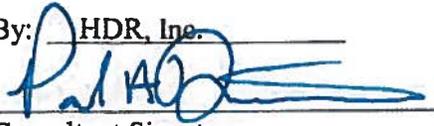
No Change

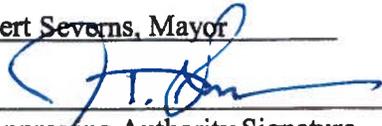
PROJECT COMPLETION DATE AMENDED TO: Time of completion for this Agreement is amended from December 31, 2019 to July 30, 2020.

PAYMENT shall be amended as follows:

No change.

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

By: HDR, Inc.

Consultant Signature

By: Robert Sevens, Mayor

Approving Authority Signature
12-18-19
Date

**ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND HDR ENGINEERING, INC.
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 HDR ENGINEERING, Inc. a Washington Corporation ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant administration services on an as-needed basis, 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

A general Scope of Services is attached as Exhibit A . All services and materials necessary to accomplish each Task Order will be stated in each Task Order Scope of Services and shall be provided by the Consultant unless noted otherwise in the Task Order 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

III.1 MINOR CHANGES IN SCOPE. Minor changes, amendments, or revision in the detail of a Task Order Scope of Services as may be required by the City, with no impact to service costs or proposed schedules, shall be discussed and agreed upon between the Consultant and the City. 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 Task Order in addition to or other than work provided for by the expressed intent of the Task Order Scope of Services. Such work will be considered as Extra Work and will be specified in a written supplement to the Task Order 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.

III.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 Task order in the event that this Agreement or Task Order 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.

III.3 TERM. The term of this Agreement shall commence on January 2, 2019 and shall terminate at midnight, December 31, 2019. The parties may extend the term of this Agreement by written mutual agreement.

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

III.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.

III.6 INDEMNITY. 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, to the extent caused by the negligent 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. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** 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 and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

III.8 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.

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

III.10 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 Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 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 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.

III.12 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.

III.13 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.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is 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: None at this time.

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

IV.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 each Task Order and as provided in this section. In no event shall the total compensation paid to Consultant under this Agreement exceed **\$116,324.00**, without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work under each Task Order. 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 combined monthly invoice to the City for services performed under all active Task Orders in the previous calendar month. Each active Task Order will be broken out separately in Consultant's invoice. At a minimum, invoices shall include (1) a summary of previous invoices; (2) current invoice amount; (3) total current monthly billing; (4) amount authorized under this agreement; and (5) 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.

IV.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.

IV.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

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

Brett Arvidson, PE, Project Engineer
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277-4092
360-279-4521
barvidson@oakharbor.org

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

Shawn Korn,
929 108th Ave. NE, Suite 1300
Bellevue, WA 98004
425-450-6366
Shawn.korn@HDRINC.com

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, and/or via email communication with delivery and read receipts.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the 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 VI.1.

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

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

V.5 **SEVERABILITY**

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2019.

CITY OF OAK HARBOR

HDR ENGINEERING, Inc.

By _____
Robert Severns, Mayor

By _____

Approved as to form:

City Attorney



November 1, 2018

Ms. Cathy Rosen
Public Works Director
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

RE: Projection of Sewer SDCs and Rates for the Navy Connection to the City Sewer System

Dear Mr. Stowell:

The City of Oak Harbor (City) has requested technical and professional services from HDR Engineering, Inc. (HDR) and Carollo Engineers (Carollo) to develop an estimated sewer rate and sewer connection charge for various alternatives as requested by the U.S. Navy (Navy). HDR and Carollo (The Project Team) have been working extensively with the City to develop projected Clean Water Facility (CWF) costs and subsequent rates and connection charges. Provided below is a summary of the scope of services, project team, and fee estimate.

Scope of Services

Provided below is the scope of services to provide an estimated sewer rate and connection fee to provide service to the Navy under the requested alternatives. Specifically, provide service to the Seaplane Base and Crescent Capehart Housing. The basis for the analyses will be the most recent sewer rate study completed by HDR as well as the WWTP cost projections by the City's GC/CM contractor, and designs completed by Carollo. This information will be utilized to develop the estimated sewer rate and connection charge alternatives.

Task 1—Kick-Off Meeting

At the start of the project a kick-off meeting will be held with the HDR project team, City project team, and Navy project team. This project meeting will review the study goals and objectives, review the study scope and approach, establish a final time schedule, and coordination of efforts. Up to four (4) HDR project team members will participate in 2-hour kick-off meeting conference call.

DELIVERABLES AS A RESULT OF TASK 1:

- A 2-hour kick-off meeting conference call

hdrinc.com

929 108th Ave NE, Suite 1300, Bellevue, WA 98004
T 425.450.6200

Task 2—Data Collection, Review, and Assessment

An initial written data request will be provided to the City which details the data and information required to develop the analysis. HDR recently completed the development of the sewer rate study and sewer connection charge analysis. As a result, a majority of the data necessary to complete the rate and connection charge analysis has been provided. In addition to the financial analysis, the following information will be required to determine the impacts of the additional Navy flow to the CWF. This will include items such as:

- Confirmation of the current and projected sewer flow rates and volumes from the Navy for each alternative
- Confirmation of current and projected strength (concentrations of conventional pollutants including BOD, TSS, and ammonia) of the Navy sewer flow for each alternative
- Detailed cost estimates for construction of the Clean Water Facility by the City's GC/CM contractor

As the analysis progresses the project team will work with the City and Navy to determine additional data needs.

DELIVERABLES AS A RESULT OF TASK 2:

- An initial written data request
- Identification of data constraints
- Identification of additional data needs

Task 3—Development of the Draft Estimated Sewer Rate

The starting point of the analysis will be for HDR to develop an estimate of the sewer rate to provide sewer service to the Navy. Up to four (4) alternatives will be developed based on the request by the Navy. The rate alternatives are as follows:

- 1a. The City constructs, owns and maintains all necessary new conveyances on Navy property and also constructs all necessary modifications to existing City collection system.
- 1b. The City constructs, owns and maintains all necessary new conveyances on Navy property and also constructs all necessary modifications to existing City collection system.
- 2a. The Navy constructs, owns and maintains all necessary new conveyances on Navy property. The City constructs all necessary modifications to existing City collection system.
- 2b. The Navy constructs, owns and maintains all necessary new conveyances on Navy property. The City constructs all necessary modifications to existing City collection system.

As noted, the starting point will be the current update of the sewer rate analysis for the City being developed by HDR. A key aspect of the analysis will be determining the impact,

under each alternative, the Navy's sewer volumes have on the CWF and City sewer collection system.

The analysis will be based on the additional O&M and capital costs the City will incur at the CWF based on the current and projected sewer volumes from the Navy. A comprehensive analysis will be performed to determine the impact, under each alternative, of the Navy's sewer flows have on the CWF and sewer collection system. The analysis will be based on the O&M the City will incur including electricity, chemicals, and labor. In addition, a review of allocable collection, administrative, and other O&M costs will be reviewed and allocated to the Navy based on generally accepted rate setting methodologies.

As the project progresses, a conference call meeting will be held with the City to review the status of the analyses. Up to four team members from the project team will participate in this meeting with the City. At the completion of meeting, the project team will refine the analyses and develop a draft final analysis which will be provided to the City for discussion with the Navy.

At the completion of the analysis HDR will provide a brief discussion of each alternative to describe the assumptions, inputs, and results of each alternative.

DELIVERABLES AS A RESULT OF TASK 3:

- Development of up to four (4) draft sewer rate analyses based on the alternatives requested by the Navy
- O&M costs estimate for the CWF and conveyance system
- An electronic copy (PDF) of the technical analysis for each alternative
- A conference call with City staff during the development of analyses
- A summary of each alternative assumptions, inputs and results

Task 4—Development of the Draft Sewer Connection Charge

A key aspect of the analyses will be the development of a sewer connection charge for each of the alternatives requested by the Navy. This task will include a review of the processes, capacity, and capabilities of the current CWF design to meet the estimated sewer volumes from the Navy. The analysis will evaluate the navy flows and loads and review the processes, capacity, and capabilities of the current CWF design to treat the estimated sewer flows from the Navy. It also includes review and development of the draft conveyance system costs developed by the Navy.

Once the capital improvement needs at the CWF have been determined, the connection fee analysis can begin. This will determine the equitable share of CWF costs that benefit the Navy. In addition to CWF costs, a review of existing collection system infrastructure benefitting the Navy will be completed to determine allocable components of the existing collection and pumping infrastructure that provide service to the Navy. The alternatives are the same as the rate analyses and are as follows:

- 1a. The City constructs, owns and maintains all necessary new conveyances on Navy property and also constructs all necessary modifications to existing City collection system. This alternative will calculate a one-time connection charge for the Navy
- 1b. The City constructs, owns and maintains all necessary new conveyances on Navy property and also constructs all necessary modifications to existing City collection system. This alternative will calculate a connection charge which will be amortized over a 20-year period
- 2a. The Navy constructs, owns and maintains all necessary new conveyances on Navy property. The City constructs all necessary modifications to existing City collection system. This alternative will calculate a one-time connection charge for the Navy
- 2b. The Navy constructs, owns and maintains all necessary new conveyances on Navy property. The City constructs all necessary modifications to existing City collection system. This alternative will calculate a connection charge which will be amortized over a 20-year period

As the project progresses, a conference call meeting will be held with the City to review the status of the analyses. Up to four team members from the project team will participate in this meeting with the City. At the completion of meeting, the project team will refine the analyses and develop a draft final analysis which will be provided to the City for discussion with the Navy.

At the completion of the analyses, a brief summary of the assumptions, inputs, and results of each alternative will be provided.

DELIVERABLES AS A RESULT OF TASK 4:

- Development of the additional capital improvement needs at the CWF and conveyance system
- Cost estimates for the identified capital improvement needs
- A draft sewer connection charge for each alternative provided in electronic form (PDF)
- A conference call with City staff during the development of analyses
- A brief summary of the assumptions, inputs, and results.

Task 5—Project Review Meeting #1

At the completion of the draft rate and connection charge analyses a four (4) hour project meeting will be held at the City's offices with City and Navy representatives. Up to four (4) HDR project team members will participate in the project meeting. At the completion of this meeting the HDR project team will have received input to develop the draft final analyses.

DELIVERABLES AS A RESULT OF TASK 5:

- A four (4) hour meeting at the City's offices with City and Navy staff
- Input on the development of final alternatives
- Summary meeting minutes

Task 6—Development of the Draft Final Rate and Connection Charge

Based on the input from the project review meeting, the HDR project will update the draft alternatives developed in Tasks 3 and 4. HDR will work with City and Navy staff to coordinate any additional data needs or assumptions. HDR will provide an electronic copy of the technical analyses for each alternative for the rate and connection charges. The summary documentation provided as part of Tasks 3 and 4 will also be updated to reflect changes in the inputs and assumptions.

DELIVERABLES AS A RESULT OF TASK 6:

- Updated rate and connection charge analyses provided in electronic format (PDF)
- Updated summary documentation provided in electronic format (PDF)

Task 7— Project Review Meeting #2

At the completion of the draft final analyses, a four (4) hour project meeting will be held at the City's offices with City and Navy representatives. Up to four (4) HDR project team members will participate in the project meeting. At the completion of this meeting the HDR project team will have received input to develop the final analyses.

DELIVERABLES AS A RESULT OF TASK 7:

- A four (4) hour meeting at the City's offices with City and Navy staff
- Input on the development of final alternatives
- Summary meeting minutes

Task 8— Development of the Final Rate and Connection Charge

Based on the input from the project review meeting #2, the HDR project team will update the draft alternatives developed in Tasks 3 and 4. HDR will work with City and Navy staff to coordinate any additional data needs or assumptions. HDR will provide an electronic copy of the technical analyses for each alternative for the rate and connection charges. The summary documentation will also be updated to reflect changes in the inputs and assumptions. A conference call will be held with City and Navy staff to review the final analyses.

DELIVERABLES AS A RESULT OF TASK 8:

- Updated rate and connection charge analyses provided in electronic format (PDF)
- Updated summary documentation provided in electronic format (PDF)
- Conference call to review the final analyses

Task 9— Public Presentation

At the completion of the study the HDR and Carollo project managers will present the results of the study to the City Council at a regularly scheduled Council meeting or workshop.

DELIVERABLES AS A RESULT OF TASK 9:

- Development of presentation materials
- One (1) presentation at a City Council meeting or workshop

This concludes the scope of services to provide the City with an estimate of the sewer rate, and connection charge, for the alternatives requested by the Navy. If additional services are requested, they can be provided on an hourly basis at current hourly billing rates. Any additional services will be agreed to in writing between HDR and the City.

Proposed Project Team

The proposed project team is composed primarily of individuals that have been providing similar services to the City. The proposed project team is as follows:

Shawn Koorn, Project Manager (HDR)

Shawn will guide the overall analysis and provide overall quality control for the study. Shawn has been assisting the Department in the development of water and wastewater rates and fees since 2008.

Judy Dean, Senior Financial Analyst (HDR)

Judy will lead the update of the sewer connection fee analysis. Judy developed the prior connection fee analyses for the City during the 2009 rate study.

Josiah Close, Financial Analyst (HDR)

Josiah will develop the technical analysis for the sewer rate analysis. Josiah developed the most recent sewer rate update for the City.

Brian Matson, Project Manager (Carollo)

Brian will guide the work performed by Carollo and provide quality control for Carollo's deliverables. Brian has been assisting the City with development of the Facilities Plan and CWF design since 2010.

Karl Hadler, CWF Design Manager (Carollo)

Karl will assist with development of O&M costs, capital improvements required at the CWF, estimated useful life impacts, and capital improvement costs. Karl has been assisting the City with development of the CWF design and construction.

Mike Borerro, CWF Design Engineer (Carollo)

Mike will assist with development of O&M costs, capital improvements required at the CWF, estimated useful life impacts, and conveyance capital improvement costs. Mike has been assisting the City with development of the CWF design and construction.

Anne Conklin, Process Modeling (Carollo)

Anne will assist with process modeling updates to the CWF for development of O&M costs, capital improvements required at the CWF, estimated useful life impacts, and capital improvement costs. Anne provided similar services for the 2013 Facilities Plan.

Schedule

Past studies of this nature for the City have typically taken 8-12 weeks to complete. The

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project team will work with the City and Navy to develop a final schedule.

Hourly Rates and Fee Estimate

Rate Schedule

Our proposed hourly rate schedule by job classification is provided below. The hourly rate schedule will be in effect during the course of the study, through December 2018. These rates shall apply for the requested scope of work.

HDR RATE SCHEDULE July 2018 through December 2018

HDR Project Manager	\$265
Senior Financial Analyst	\$190
Financial Analyst	\$125
Carollo Project Manager	\$298
CWF Design Manager	\$272
Design Engineer/Process Modeler	\$214
Admin/Clerical	\$110

*The billing rates shown cover payroll cost, employee benefits,
and HDR overhead and profit.*

EXPENSES:

In-House Expenses

Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Black/White Photocopies (per copy)	\$0.05 to \$0.09
Color Copy (per copy)	\$0.15 to \$0.30

No markup on expenses. Other direct expenses are billed at cost.

Fee Estimate

The project fees are a function of the hourly billing rates for the employees to be utilized on the pro forma update and the amount of time required to complete each task. Provided below is a summary of estimated project fee.

Fee Estimate	
Projection of Navy Sewer Rates and Connection Charges	
Task Description	Total
<i>Labor:</i>	
Task 1: Kick-Off Meeting	\$4,121
Task 2: Data Collection, Review, and Assessment	6,104
Task 3: Development of the Draft Estimated Sewer Rate	25,256
Task 4: Development of the Draft Sewer Connection Charge	44,813
Task 5: Project Review Meeting #1	6,896
Task 6: Development of the Draft Final Rate and Connection Charge	5,590
Task 7: Project Review Meeting #2	6,598
Task 8: Development of the Final Rate and Connection Charge	2,920
Task 9: Public Presentation	<u>8,910</u>
Grand Total Labor	\$111,209
Total Expenses	<u>5,115</u>
Grand Total	<u>\$116,324</u>

HDR is willing to enter into a time and materials contract with City. Should the City request any additional services, the services will be provided through an amendment at current hourly billing rates. This proposal can be expanded or reduced as mutually agreed upon in writing by the City and HDR.

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We appreciate the opportunity to provide this proposal to assist the City. Should you have any questions about our approach to this project or any information contained herein, please contact Shawn directly at (425) 450-6366 or at shawn.koorn@hdrinc.com.

Sincerely,
HDR ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Shawn W. Koorn". The signature is fluid and cursive, with the first name being the most prominent.

Shawn W. Koorn
Associate Vice President

Exhibit A

Phase	Task	Task Description	Project Manager	Senior Analyst	Financial Analyst	Proj. Assistant	Project Manager	Design Manager	Design Engineer	Process Modeling	Admin Assistance	Total Project
		Hourly Billing Rates	\$265.00	\$190.00	\$125.00	\$110.00	\$298.20	\$271.95	\$213.15	\$213.15	\$108.15	
1.0	Kick-Off Meeting											
		Hours -	3	3	2	1	1	3	2	2		20
		Labor Cost	\$795	\$570	\$250	\$110	\$298	\$816	\$639	\$426	\$216	\$1,725
		Carollo Labor Costs										2,396
		Total Task 1										\$4,121
2.0	Data Collection, Review, and Assessment											
		Hours -	2	4	6	1	0	2	8	6	0	31
		Labor Cost	\$530	\$760	\$750	\$110	\$0	\$544	\$1,705	\$1,705	\$0	\$2,150
		Carollo Labor Costs										3,954
		Total Task 2										\$6,104
3.0	Development of the Draft Estimated Sewer Rate											
		Hours -	12	12	40	2	4	10	32	16	4	132
		Labor Cost	\$3,180	\$2,280	\$5,000	\$220	\$1,193	\$2,720	\$6,821	\$3,410	\$433	\$10,680
		Carollo Labor Costs										14,576
		Total Task 3										\$25,256
4.0	Development of the Draft Sewer Connection Charge											
		Hours -	12	40	12	2	6	26	64	44	4	210
		Labor Cost	\$3,180	\$7,600	\$1,500	\$220	\$1,789	\$7,071	\$13,642	\$9,378	\$433	\$12,500
		Carollo Labor Costs										32,313
		Total Task 4										\$44,813
5.0	Project Review Meeting #1											
		Hours - Written Report	6	4	4	1	2	6	4	3	2	32
		Labor Cost	\$1,590	\$760	\$500	\$110	\$596	\$1,632	\$853	\$639	\$216	\$2,960
		Carollo Labor Costs										3,936
		Total Task 5										\$6,896
6.0	Development of the Draft Final Rate and Connection Charge											
		Hours -	6	12	12	2	0	0	0	0	0	32
		Labor Cost	\$1,590	\$2,280	\$1,500	\$220	\$0	\$0	\$0	\$0	\$0	\$5,590
		Carollo Labor Costs										0
		Total Task 6										\$5,590
7.0	Project Review Meeting #2											
		Hours -	6	4	4	1	1	6	4	3	2	31
		Labor Cost	\$1,590	\$760	\$500	\$110	\$298	\$1,632	\$853	\$639	\$216	\$2,960
		Carollo Labor Costs										3,638
		Total Task 7										\$6,598
8.0	Development of the Final Rate and Connection Charge											
		Hours -	4	6	4	2	0	0	0	0	0	16
		Labor Cost	\$1,060	\$1,140	\$500	\$220	\$0	\$0	\$0	\$0	\$0	\$2,920
		Carollo Labor Costs										0
		Total Task 8										\$2,920
9.0	Public Presentation											
		Hours -	6	4	4	2	8	8	4	2	0	38
		Labor Cost	\$1,590	\$760	\$500	\$220	\$2,386	\$2,176	\$853	\$426	\$0	\$3,070
		Carollo Labor Costs										5,840
		Total Task 9										\$8,910
		Total Hours	57	89	88	14	22	61	118	78	14	542
		Total Fees	\$15,105	\$16,910	\$11,000	\$1,540	\$6,560	\$16,589	\$25,365	\$16,826	\$1,514	\$111,209
			10.5%	16.4%	16.2%	2.6%	4.1%	11.3%	22.0%	14.4%	2.6%	100.0%
		HDR Expenses										
		Mileage (3 trips)										\$310
		Phone/Copies/Misc.										275
		Meals										90
												\$675
		Carollo Expenses										
		Mileage										\$600
		Misc. (phones, copies, fax, etc.)										400
		Professional Equip. and Computer Exp.										3,440
												\$4,440
		Total Expenses										\$5,115
		Grand Total Project Fee Estimate										\$116,324

City of Oak Harbor
City Council Agenda Bill

Bill No. 8.c.
Date: July 7, 2020
Subject: Interlocal Cooperation
Agreement with Island County,
for Coronavirus Relief Fund
Grant (CARES)

FROM: Blaine Oborn, City Administrator

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

Recommended motion:

Move to authorize Mayor Severns to sign the Interlocal Cooperation Agreement with Island County for the Coronavirus Relief Fund for Local Governments Grant.

BACKGROUND / SUMMARY INFORMATION

The City of Oak Harbor received \$689,100 from Washington State Department of Commerce of CARES Act Funds for Local Governments in Washington State. The City designated 50% of this, \$344,550 for a grant program for small businesses with fewer than 50 employees and up to \$10,000 per applicant. The City is partnering with Island County Commissioner Jill Johnson on the North Whidbey Island Small Business Relief Grant. The grant includes the City of Oak Harbor and the unincorporated area of Island County within the 98277 zip code. Island County received \$4,665,100 in CARES Funding; Commissioner Johnson committed \$333,333 to the grant program, for a total of \$677,883. The Interlocal Cooperation Agreement outlines the relationship between the City and the County in the administration of this grant program.

The Island County Interlocal Agreement for District 2 CARES Business Relief Grant Funds totals \$366,666 with \$333,333 for the City/County North Whidbey Island Small Business Relief Grant program and \$33,333 for City program administration. In Exhibit A the grant funding is listed for costs incurred by small businesses during the period of March 1, 2020 to October 31, 2020. The City's grant funding program for small businesses is for the period of March 1, 2020 to September 30, 2020. The County's additional time provides flexibility to the City with the County agreement terminating on October 31, 2020 with all reimbursement requests due by that date.

Approval of the Interlocal Cooperation Agreement with Island County for the Coronavirus Relief Fund for Local Governments Grant is needed to allow the City and County to provide needed relief to local small businesses impacted by the COVID-19 pandemic.

LEGAL AUTHORITY

Island County and the City of Oak Harbor can enter into this Interlocal Cooperation Agreement under the authority of RCW Chapter 39.34.

Department of Commerce and the City entered into an Interagency Agreement pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

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

FISCAL IMPACT

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

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

- May 20, 2020 Council Workshop – Overview of COVID-19 Economic Recovery Response Effort and CARES Funding
- June 2, 2020 Council Meeting – Resolution 20-18: Council determination of use of CARES Funding for North Whidbey Small Business Relief Fund Program; Interagency Agreement with the Washington State Department of Commerce, CARES Act Funds for Local Governments; Professional Service Agreement: Greater Oak Harbor Chamber of Commerce, CARES Grant Coordination
- June 17, 2020 Council Special Workshop – Resolution 20-19: Creating the CARES Selection Committee for the North Whidbey Island Small Business Relief Fund Program; Update on the Program

ATTACHMENTS

1. [Interlocal Cooperation Agreement with Island County for the Coronavirus Relief Fund for Local Governments Grant with Exhibits](#)
2. [CARES Grant Program Overview of Applications Received](#)

INTERLOCAL COOPERATION AGREEMENT CORONAVIRUS RELIEF FUND GRANT

This Agreement is made by and between Island County, Washington (“County”), and City Of Oak Harbor (“City”).

WHEREAS, the County is a political subdivision organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at Revised Code of Washington Title 36;

WHEREAS, City Of Oak Harbor is a municipal corporation duly organized and existing under the laws of the State of Washington, and is located within the County;

WHEREAS, on March 27, 2020 the Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law providing for over \$2 trillion in relief for American workers, families and small businesses, and to preserve jobs for American workers;

WHEREAS, on April 27, 2020, Washington State announced the allocation of nearly \$300 million for local governments from the Coronavirus Relief Fund (CRF) available under the CARES Act;

WHEREAS, the State of Washington allocated \$4.6 million from the Coronavirus Relief Fund (“CRF allotment”) to Island County;

WHEREAS, Island County entered into an Interagency Agreement with the WA State Department of Commerce and said interagency agreement specifies the terms and conditions for the County’s CRF allotment;

WHEREAS, Island County desires to immediately allocate Three Hundred Sixty-six Thousand, Six Hundred Sixty-six Dollars (\$366,666) to City Of Oak Harbor for the purpose of a Small Business Financial Assistance Program for small businesses in Island County that have been adversely impacted by the Coronavirus pandemic;

WHEREAS, the County and City Of Oak Harbor enter into this Interlocal Cooperation Agreement (“Agreement”) under the authority of RCW Chapter 39.34;

NOW, THEREFORE, in consideration of the terms and conditions set forth below, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the County will provide CRF grant funding to City Of Oak Harbor, as more particularly described in Exhibit A Grant Funds & Use of Grant Funds, which is incorporated by reference herein as if included in its entirety.
2. **Acknowledgment of Federal Funds.** Funds under the Agreement are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. The City agrees that any publications (written, visual, or sound) but excluding press releases, newsletters,

and issue analyses, issued by the City describing programs or projects funded in whole or in part with federal funds under this Agreement shall contain the following statements: "This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

3. **Grant Award.** The County agrees to provide grant funds to the City not to exceed Three Hundred Sixty-six Thousand, Six Hundred Sixty-six Dollars (\$366,666) to reimburse costs incurred in providing a Small Business Financial Assistance Program as set forth in Exhibit A, in the following amounts:
 - a) Amount for financial assistance grants for small businesses not to exceed \$333,333; and
 - b) Amount for administration not to exceed \$33,333.Said grant funds are made available to the City by the County subject to Interagency Agreement Number 20-6541C-015 between Island County and Washington State Department of Commerce, attached hereto as Exhibit B and incorporated herein for all intents and purposes.
4. **Billing Procedures and Payment.** The County shall reimburse the City for eligible expenditures as identified in Exhibit A, up to the maximum payable under this Agreement.
5. **Advance Payment.** In anticipation of services to be provided under this Agreement, the County may make payment in advance to the City.
6. **Representatives.** This representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

	City Of Oak Harbor	Island County
Name:	Blaine Oborn	Douglas A Martin
Title:	City Administrator	Budget Manager
Phone:	360.279.4501	360.678-7254
Email:	boborn@oakharbor.org	DA.Martin@islandcountywa.gov

7. **Term of Agreement.** This Agreement shall be effective only upon execution by the parties and filing with the Island County Auditor or, alternatively, listed by subject on Island County's web site. This Agreement shall terminate on October 31, 2020.
8. **Indemnity.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to Island County by reason of entering into this Interlocal Agreement except as expressly provided herein.
9. **Compliance with All Laws.** Each party hereto shall comply with all federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.
10. **Conflict of Interest.** The elected officials, employees, volunteers, agents and subrecipient of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest. The parties warrant that no employee, officer, or agent shall participate in the selection or award of funding to businesses under this contract, or the administration of this contract if a real or apparent conflict of interest is involved as defined by RCW Chapter 42.23, et. seq.
11. **Maintenance and Audit of Records.** The City shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

- The City shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under this Agreement, shall be subject at all reasonable times to inspection, review or audit by the County, personnel duly authorized by the County, and the Washington State Auditor's Office. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
12. **On-Site Inspections.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.
 13. **Subrecipient and subcontracting.** The City may subrecipient and / or subcontract work contemplated under this Agreement with the prior written consent of the County. If the County approves subcontracting, the City shall maintain written procedures related subcontracting, as well as copies of all subcontracts and records related to subcontracts. Every subrecipient shall bind the Subrecipient to follow all applicable terms of this Contract. The City shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The City is responsible to Island County if the Subrecipient fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subrecipient to assure fiscal conditions of this Contract. In no event shall the existence of a subrecipient operate to release or reduce the liability of the Contractor to Island County for any breach in the performance of the City's duties.
 14. **Recapture.** In the event that the City fails to perform this Agreement in accordance with state laws, federal laws and/or terms and conditions of this Agreement, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the City of funds under this recapture provision shall occur within 60 days of written notice by the County. In the alternative, the County may recapture such funds from payments due under this Agreement.
 15. **Termination for Convenience.** The County may, by ten (10) days written notice terminate this Agreement, in whole or in part. If this Agreement is so terminated, the County shall be liable only for payment required under the terms of this Agreement.
 16. **Funding Withdrawn.** In the event that funding for this service is withdrawn, reduced, or limited in any way by Washington State Department of Commerce ("WS DOC") in writing after the effective date of this Agreement, the County may summarily terminate this Agreement notwithstanding any other termination provision in this Agreement. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by County to the City with such WS DOC documentary evidence. After the effective date, no later charges incurred under this Contract shall be allowed.
 17. **Suspension & Debarment.**
 - A. City Of Oak Harbor (authorized official signing for the City) certifies to the best of his or her knowledge and belief, by signing this Agreement that they:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
 - b) Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State

- antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) above; and
 - d) Have not within a 3-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. City Of Oak Harbor agrees that the City shall provide immediate written notice if at any time it learns that this certification has become erroneous by reason of changed circumstances.
- C. By signing this Agreement, City Of Oak Harbor agrees that it shall not knowingly enter into any lower tier covered transaction if the entity or principal(s) are debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. The City may rely upon certification of a lower tier covered transaction unless it knows that the certification is erroneous.
18. **Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the part. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition of future act, occurrence or omission.
19. **Disputes.** Disputes between the City and the County, arising under and by virtue of this contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.
20. **Choice of Law, Jurisdiction, and Venue.** Prior to pursuing any legal remedy, the parties will attempt to resolve through good faith discussions any dispute that arises under this Agreement. Any such dispute may at any time, at the election of either party, be referred to the Representatives for discussion and possible resolution. This Agreement will be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be the Superior Court of the State of Washington, in and for Island County.
21. **Assignment.** Neither this Agreement, work thereunder, nor any claim arising under this Agreement shall be transferred or assigned by the City without prior written consent of the County.
22. **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.
23. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

APPROVED _____, 2020
Board Of County Commissioners
Island County, WA

By: _____
Janet St. Clair, Chair

Attest:

Clerk of the Board

APPROVED _____, 2020
City Of Oak Harbor

By: _____
Robert Severns, Mayor

Attest:

Julie Lindsey, City Clerk

EXHIBIT A
Grant Funds & Use of Grant Funds

Island County and the City of Oak Harbor are partners in providing a financial assistance program to small businesses located in North Whidbey island (zip code 98277) adversely impacted by the COVID-19 public health emergency. The grant funding provided by the County to the City of Oak Harbor is to be used for costs incurred by small businesses during the period of March 1, 2020, through October 31, 2020, and the City's indirect costs for administering this grant.

The City of Oak Harbor will administer and operate the program, including but not limited to, as follows:

- 1) Establish a Grant Selection Committee with members appointed by both the City and County;
- 2) Advertising and public outreach;
- 3) Application, selection and reimbursement processes with appropriate internal controls to prevent misuse of funds;
- 4) Ensure costs qualify as eligible costs for reimbursement as specified in the Interagency Agreement Coronavirus Relief Fund between Island County and Washington State Department of Commerce (see Exhibit B);
- 5) Recordkeeping and documentation required by the WA State Department of Commerce, WA State Auditor's Office and the County.

Use of Grant Funds. Grant funds may be used as follows:

- 1) Reimburse costs incurred by small businesses that are necessary and eligible under Exhibit B. The City shall determine whether or not an expense is eligible using the "Coronavirus Relief Funds for Local Governments Eligible Cost Test" attached hereto as Exhibit C, and the "WA State Department of Commerce's Coronavirus Relief Funds for Local Governments Program Guidelines of 05-18-2020" attached hereto as Exhibit D.
- 2) Program administration costs incurred by the City are also eligible for reimbursement.

The County shall reimburse the City for qualifying costs upon certification by the City and appropriate documentation of expenses incurred, so long as requests for reimbursement are submitted on or before October 31, 2020, to allow for Island County's November 15, 2020 reporting deadline required by the Interagency Agreement between the County and WA State Department of Commerce attached as Exhibit B.

EXHIBIT B



Interagency Agreement with

Island County GSA

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

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FACE SHEET

Contract Number: 20-6541C-015

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

1. Contractor Island County GSA PO BOX 5000 COUPEVILLE, Washington 98239		2. Contractor Doing Business As (optional)	
3. Contractor Representative Douglas Martin Budget Manager (360) 678-7254 DA.Martin@islandcountywa.gov		4. COMMERCE Representative Chuck Hunter Project Manager (360) 725-2924 Fax 360-586-5880 chuck.hunter@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount \$4,665,100.00	6. Funding Source Federal: X State: Other: N/A:	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) \$4,665,100.00	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): 19.36%
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0000203-33	12. UBI # 000000000	13. DUNS # N/A
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
FOR CONTRACTOR _____ , _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

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

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

**GENERAL TERMS AND CONDITIONS
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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

**GENERAL TERMS AND CONDITIONS
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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS
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FEDERAL FUNDS**

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury’s December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION
Page 2 of 2

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

Printed Name

Title

Signature

Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	

Coronavirus Relief Funds for Local Governments Eligible Cost Test

Instructions:

Each jurisdiction is charged with determining whether or not an expense is eligible based on the [US Treasury's Guidance](#) and as provided in their contract scope of work with Commerce.

To assist jurisdictions with this determination, Commerce has developed an eligibility cost test. This test gives each jurisdiction full authority to make the appropriate call for each circumstance.

If all responses for the particular incurred cost are "true" for all five statements below, then a jurisdiction can feel confident the cost is eligible:

1.	The expense is connected to the COVID-19 emergency.	<input type="checkbox"/> True	<input type="checkbox"/> False
2.	The expense is "necessary".	<input type="checkbox"/> True	<input type="checkbox"/> False
3.	The expense is not filling a short fall in government revenues.	<input type="checkbox"/> True	<input type="checkbox"/> False
4.	The expense is not funded thru another budget line item, allotment or allocation, as of March 27, 2020.	<input type="checkbox"/> True	<input type="checkbox"/> False
5.	The expense wouldn't exist without COVID-19 OR would be for a "substantially different" purpose.	<input type="checkbox"/> True	<input type="checkbox"/> False

It is the responsibility of each jurisdiction to define "**necessary**" or "**substantially different**", giving the jurisdiction the authority and flexibility to make their own determination.

Additional consideration – The intent of these funds is to help jurisdictions cover the *immediate impacts* of the COVID-19 emergency. Both direct costs to the jurisdiction and costs to their communities.

There are many possible eligible costs. Many costs are clearly eligible and others are in more grey areas. One could probably justify some of the "grey area" costs based on the test, but are they directly addressing the *immediate impacts*? Possibly not.

In these situations it may be safer and more appropriate to utilize the funds in one of the many other eligible cost categories that more clearly meet the intent of the funds. Again, each jurisdiction has the full authority to make the final call based on their individual circumstances.

ELIGIBLE COSTS

Eligible costs based on the [US Treasury's Guidance](#) and as provided in the contract scope of work with Commerce are as follows:

1. **Medical expenses** such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. **Public health expenses** such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. **Payroll expenses** for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. **Expenses of actions to facilitate compliance with COVID-19-related public health measures**, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. **Expenses associated with the provision of economic support** in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a state, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. **Any other COVID-19-related expenses** reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.



Coronavirus Relief Funds for Local Governments Program Guidelines

CARES Act Funds for Local Governments
In Washington State

Administered by the Department of Commerce
Local Government Division

*P.O. Box 42525
Olympia, WA 98504-2525*

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Local Government Division
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Coronavirus Relief Funds (CRF) for Local Governments Program Guidelines

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General Information

1. Source of Funds

You have been awarded funds through the state's Coronavirus Relief Funds (CRF). The funds are available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Your grant is funded entirely through the federal stimulus funding under the CARES Act provided by the U.S. Department of Treasury (US Treasury) to the Governor via the Office of Financial Management (OFM).

On April 27, 2020 Governor Inslee announced the award of nearly \$300 million to local governments in CRF from the state's allocation of the CARES Act funding.

2. Allocation Formula

OFM developed the allocation methodology and determined the jurisdiction amounts. The allocations were based on 2019 population estimates for each jurisdiction.

Funds will be provided to cities and counties with populations under 500,000 that were ineligible to receive direct funding under the CARES Act. Each county will receive a minimum distribution of \$250,000 and each city will receive a minimum distribution of \$25,000.

Cities and counties with populations over 500,000 did not receive a direct allocation from the state. Instead these jurisdictions received a direct allocation from the US Treasury (i.e. city of Seattle, King Co., Pierce Co., Snohomish Co., etc.).

For a complete list of cities and counties and their allocations, click [here](#).

3. Period of Performance

The Coronavirus Relief Funds may only be used for costs incurred by local governments in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020.

The [US Treasury's Guidance](#) provides an end date of December 30, 2020. This is the end date in which the state must have reimbursed all "recipients of the funds" (grantees) their costs incurred in response to the COVID-19 emergency. In order to allow time for Commerce to process final payments and conduct contract closeouts; and for OFM to fully utilize any unspent funds before they expire, expenditures are only being accepted on costs incurred through October 31, 2020.

All final requests for reimbursement must be submitted no later than November 15, 2020.

4. Intended Use

Under the CARES Act, the Coronavirus Relief Funds (CRF) may be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); *AND*
2. Are **NOT** accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government. The "most recently

approved” budget refers to the enacted budget for the relevant fiscal period for the particular government. A cost meets this requirement if:

- a) The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; *OR*
 - b) The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
3. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Funds may **NOT** be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The use of these funds are very broad and flexible, and can be used for both operating and **capital expenditures**.

If funds are being used for capital expenditures such as acquisition of real property or construction / renovation costs, please contact us immediately. We will provide you with further information and guidance. Utilizing CRF for these purposes will require additional Federal and state provisions being applied to the project such as:

- All projects must be reviewed under a Federal Section 106 review for archaeological and cultural resources if the project: acquires property, disturbs ground, and/or involves structures more than 50 years old. Grantees must submit documentation to the project manager when the review is complete. Section 106 supersedes the [Governor's Executive Order 05-05](#) review.
- Construction / renovation projects may be required to meet high-performance building standards and document they have entered the state's LEED certification process.
- Construction / renovation projects will be required to follow Federal Davis Bacon and state prevailing wage laws, rules, and regulations.

Additionally, grantees must ensure all capital expenditures are only for costs incurred through the limited timeframe of March 1, 2020 thru October 31, 2020.

5. Eligible costs

There are six (6) primary eligible cost categories. These cost categories and their eligible cost sub-categories are as follows:

1. **Medical expenses** such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.

- Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. **Public health expenses** such as:
- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. **Payroll expenses** for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. **Expenses of actions to facilitate compliance with COVID-19-related public health measures**, such as:
- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. **Expenses associated with the provision of economic support** in connection with the COVID-19 public health emergency, such as:
- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a state, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. **Any other COVID-19-related expenses** reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

6. *Ineligible costs*

Non-allowable expenditures include, but are not limited to:

1. Expenses for the state share of Medicaid.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

7. *Eligible cost test*

Grantees are charged with determining whether or not an expense is eligible based on the [US Treasury's Guidance](#) and as provided in the grantee's contract scope of work with Commerce.

To assist grantees with this determination, Commerce has developed an eligibility cost test. This test gives each grantee full authority to make the appropriate call for each circumstance.

TEST – If all responses for the particular incurred cost are “true” for all five statements below, then a jurisdiction can feel confident the cost is eligible:

1. The expense is connected to the COVID-19 emergency.
2. The expense is “necessary”.
3. The expense is not filling a short fall in government revenues.
4. The expense is not funded thru another budget line item, allotment or allocation, as of March 27, 2020.
5. The expense wouldn't exist without COVID-19 OR would be for a “substantially different” purpose.

It is the responsibility of each grantee to define “**necessary**” or “**substantially different**”, giving the grantee the authority and flexibility to make their own determination.

Additional consideration – The intent of these funds is to help jurisdictions cover the immediate impacts of the COVID-19 emergency. Both direct costs to the jurisdiction and costs to their communities. There are many possible eligible costs.

Many costs are clearly eligible and others are in more of a grey area. One could probably justify some of the “grey area” costs based on the test, but are they directly addressing the immediate impacts? Possibly not. In these situations it may be safer and more appropriate to utilize the funds in one of the many other eligible cost categories that more clearly meet the intent of the funds. Again, each grantee has the full authority to make the final call based on their circumstances and justification.

8. Cost reimbursement

Funds are available on a reimbursement basis only, and cannot be advanced under *any* circumstances. If funds are being used for the acquisition of real property or construction / renovation costs, please contact us immediately. Reimbursable costs are those that a Grantee has already incurred. We may only reimburse grantees for eligible costs incurred in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020.

Final Date of Reimbursements

In order to ensure all awardees and their costs incurred in response to the COVID-19 emergency are paid out by December 30, 2020 per the [US Treasury's Guidance](#), expenditures are only being accepted on costs incurred through **October 31, 2020**.

All final requests for reimbursement must be submitted no later than November 15, 2020.

Grantees will not be required to submit a proposed budget prior to contract execution. Grantees will have the discretion and flexibility to determine where these funds may best serve their communities.

Each grantee will determine eligible costs to submit for reimbursement. For reporting purposes, expenditures must be tracked at the sub-category level for the six (6) primary eligible cost categories, as follows:

1. Medical Expenses
 - A. Public hospitals, clinics, and similar facilities
 - B. Temporary public medical facilities & increased capacity
 - C. COVID-19 testing, including serological testing
 - D. Emergency medical response expenses
 - E. Telemedicine capabilities
 - F. Other
2. Public Health Expenses
 - A. Communication and enforcement of public health measures
 - B. Medical and protective supplies, including sanitation and PPE
 - C. Disinfecting public areas and other facilities
 - D. Technical assistance on COVID-19 threat mitigation
 - E. Public safety measures undertaken
 - F. Quarantining individuals
 - G. Other
3. Payroll expenses for public employees dedicated to COVID-19
 - A. Public Safety
 - B. Public Health
 - C. Health Care
 - D. Human Services
 - E. Economic Development
 - F. Other
4. Expenses to facilitate compliance with COVID-19 measures
 - A. Food access and delivery to residents
 - B. Distance learning tied to school closings
 - C. Telework capabilities of public employees

- D. Paid sick and paid family and medical leave to public employees
- E. COVID-19-related expenses in county jails
- F. Care and mitigation services for homeless populations
- G. Other

5. Economic Supports

- A. Small Business Grants for business interruptions
- B. Payroll Support Programs
- C. Other

6. Other COVID-19 Expenses

No receipts or proof of payment for costs incurred will be required to be submitted to Commerce. Grantees are still required to maintain sufficient accounting records in accordance with state and federal laws. Monitoring visits may be scheduled.

Process and Procedure to Obtain Funds

1. Award Letter

Commerce strives to administer funds expediently and with a minimum of red tape. We do so within the policies and procedures established by the US Treasury and state's Legislature, OFM, Commerce, and the Office of the Attorney General. Prior to receiving funds, a contract will need to be executed with Commerce.

Award letters with instructions to initiate the contracting process will be emailed to each city and county receiving an allocation by no later than May 22nd. Emails to cities will be sent to mayors and any other contacts obtained with the assistance of the Association of Washington Cities. Emails to counties will be sent to the county commissioners and any other contacts obtained with the assistance of the Washington State Association of Counties.

Included with the award letter will be:

- CRF Program Guidelines
- A draft contract template for review and to initiate the public process for authorization to execute once the final contract is available for execution
- Working Papers

2. Working papers

Your grant award packet includes *Working Papers*. The *Working Papers* ask for basic information needed to create a contract:

- Contact information for the person who will administer the grant once the contract is signed. Grant documents and correspondence will be sent to this person.
- Your Statewide Vendor Number (SWV#)
- Your Federal Indirect Rate
- Your fiscal year end date
- Name and title for the person authorized by the jurisdiction to sign the contract

Please complete and return the *Working Papers* to the Commerce project manager identified in the award letter as soon as possible, even if you do not plan to begin drawing your funds for a while. Your project manager will manage your contract until project completion. Feel free to give us a call if you have any questions as you fill out the form (see contact information on previous page).

3. Contract

Once the completed *Working Papers* have been received by the Commerce project manager identified in the award letter, a contract will be prepared and sent to you for signature. Have the authorized representative sign the contract and then return a scanned pdf copy to your project manager. Then the project manager will route the contract for Commerce's signature. It generally takes two to four weeks to fully execute a contract. Once executed by Commerce a fully executed copy will be scanned and a pdf copy emailed to the jurisdiction and you will have access to your funds.

Commerce is working to make the contracting process as quick and easy as possible.

4. Reimbursements

This is a reimbursement-style grant, meaning no advance payments. Funds are available once a contract is executed. All grantees are required to set up a SWV number so funds may be sent electronically. Grantees have the flexibility to cash out their grant or draw down funds as frequently as once a month as long as you have incurred documented eligible costs in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020. All final requests for reimbursement must be submitted no later than November 15, 2020.

Commerce has moved to electronic vouchering through their Contracts Management System (CMS) Online A-19 Portal. Requests for reimbursement must be submitted online through the CMS System by an individual authorized by the Grantee's organization. Online electronic vouchering provides for grantees to receive reimbursements as quickly as possible. Grantees with barriers to using the online A-19 portal, may request an A-19 form from their Commerce project manager.

Access to CMS is available through the Secure Access Washington (SAW) portal. You will need to create a SAW account if you do not already have one. Please find detailed instructions here: [Office of Financial Management](#). It may take up to three weeks after you submit this information for an electronic transfer account to be set up. We will automatically receive your SWV number from the office that sets them up.

Once logged into SAW, add the Department of Commerce to your 'services' and submit an [Online A-19 External User Request form](#). Then Commerce will add you as a new external user in CMS; and the CMS system will generate and email a registration code to you to complete the CMS registration.

For additional grantee support, refer to the [Commerce Online A-19 Webpage for External Users](#), which includes SAW resources and the CMS manual for external users.

The A-19 voucher must include a detailed breakdown of the costs incurred within each eligible budget category and the total reportable eligible expenses in response to the COVID-19 public health emergency. Accompanying with each voucher must be an executed A-19 certification and A-19 activity report. Incomplete or improperly prepared submissions may result in payment delays. After receipt and acceptance of a fully completed A-19 voucher submittal, grantees can expect electronic reimbursements within 7-10 days.

No receipts or proof of payment for costs incurred will be required to be submitted to Commerce. Grantees are still required to maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate program records, and making them accessible to Commerce and the State Auditor.

Monitoring visits may be scheduled.

5. A-19 Certification and Activity Report

In order to receive reimbursement for eligible expenses incurred, each A-19 Voucher must include:

1. A completed **A-19 Certification**:
 - An individual authorized to execute on behalf of the local government must certify by signing this document under penalty of perjury that the items and costs listed herein and on the accompanying Commerce A-19 Voucher are eligible charges for necessary expenditures incurred due to the COVID-19 public health emergency that were not previously accounted for in the most recent approved budget as of March 27, 2020,

and that the funds were used in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

2. A completed **A-19 Activity Report** (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF.
- Include a detailed breakdown of the individual eligible expenditures reported by each sub-category of the six (6) primary budget categories. Each primary budget category includes sub-categories and provides an option to add “other” sub-categories.
- Include the total amount of all previous reimbursement requests for each applicable sub-category.
- Include the total amount of funds being requested in the current reimbursement request for each applicable sub-category.
- Include a brief description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds addressed the COVID-19 emergency. If applicable, please consider:
 - Providing a brief description of the specific activities performed.
 - Identifying specific populations served.
 - Identifying specific programs created or utilized.
 - Including any known or intended outcomes, results, or community impacts.

A certification and activity report must be completed and returned with each reimbursement voucher.

After the contract is executed, you will receive additional instructions on how to submit electronic reimbursement requests with the A-19 certification and A-19 activity report.

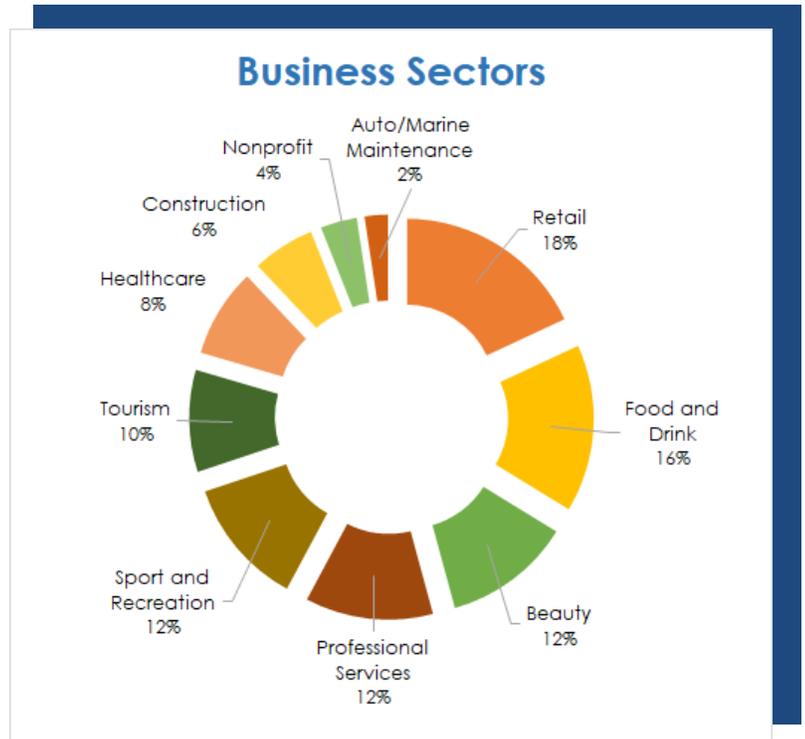


Overview

Reference materials for grant application review

Facts and Figures

- 83 total applicants
- \$705, 123 requested
- 5 new businesses
- 48% women owned
- 27% veteran owned
- 22% Minority owned
- 5% Native American owned



Categories

- A-Auto/Marine Maintenance
- B-Beauty
- C-Construction
- F-Food/Drink
- H-Healthcare
- N-Non-Profit
- P-Professional Services
- R-Retail
- S-Sports/Recreation
- T-Tourism

Number of applicants by category

- 2 - Auto/Marine Maintenance
- 10 - Beauty
- 5 - Construction
- 13 - Food/Drink
- 7 - Healthcare
- 3 - Non-Profit
- 10 - Professional Services
- 15 - Retail
- 10 - Sports/Recreation
- 8 - Tourism



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

Bill No. 9.a.
Date: July 7, 2020
Subject: City Council Workshop Start
Time

FROM: Blaine Oborn, City Administrator

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

Discuss returning the start of City Council Workshops and Special Workshops to 2:00 P.M. instead of 5:00 P.M.

BACKGROUND / SUMMARY INFORMATION

Previously, City Council Workshops and Special Workshops started at 2:00 P.M. At the February 19, 2019 City Council Meeting, Council directed staff to change the start time of Workshops to 5:00 P.M.

It has since been suggested by several Councilmembers that Workshop times be returned to the 2:00 P.M. start time.

Staff is seeking Council direction on whether or not to change the Workshop start time back to 2:00 P.M.

LEGAL AUTHORITY

City Council initiated and approved Regular Workshop Meetings at the January 7th, 2014, City Council Regular Meeting. Since that time, Workshop meeting schedules have been set via motion by City Council annually. Council has the authority to set their own meetings pursuant to the Oak Harbor Council Rules of Procedure and RCW 42.30.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

February 19, 2019 City Council Meeting

ATTACHMENTS