



Council Chambers, 865 SE Barrington Drive

August 18, 2020

6:00 PM

**Due to COVID-19, there will be NO physical meeting location per WA Proclamation 20-28.**

**Meeting may be viewed live via YouTube or Channel 10.**

**To Listen to the live meeting, please call (623) 404-9000, Meeting ID: 148 966 1329**

**(NOTE: Audio Only, No Comments - For Comments, follow directions below)**

#### **CALL TO ORDER**

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

Pledge of Allegiance - Led by Mayor Severns

Excuse Absent Councilmembers

#### **1. APPROVAL OF AGENDA**

#### **2. PRESENTATIONS**

- a. Proclamations
- b. Honors & Recognitions
- c. Community Presentations - Oak Harbor Youth Sailing Organization, Annual Presentation

#### **3. CITIZEN COMMENT PERIOD**

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

#### **4. CONSENT AGENDA**

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

##### Consent Items

- a. Approval of Payroll and Accounts Payable Vouchers
- b. Minutes: August 5, 2020 Special Council Meeting
- c. Downstairs City Hall Copier Contract

- d. US Navy Request for Right of Entry - City of Oak Harbor Marina
- e. Veterans Memorial Park Waterfront Trail Enhancement – Local Agency Agreement Supplement #3
- f. Windjammer Promenade Ramp – Final Contract Voucher Certificate

**5. MAYOR, COUNCIL & STAFF COMMENTS**

- a. Mayor
- b. Councilmembers
- c. City Administrator

**6. PUBLIC HEARINGS & MEETINGS**

Comments regarding a scheduled public hearing or meeting, may be submitted electronically to the City Clerk at [jlindsey@oakharbor.org](mailto:jlindsey@oakharbor.org) or by calling 360-279-4539 (after 5 p.m. on the Friday preceding the meeting and prior to the agenda item). To ensure comments are recorded properly, state your name clearly when leaving a message. Please limit comments to three (3) minutes.

- a. None

**7. ORDINANCES & RESOLUTIONS**

- a. None

**8. CONTRACTS & AGREEMENTS**

- a. Wet Fiber Agreement with the City of Anacortes
- b. Development Services Director Employment Contract

**9. OTHER ITEMS FOR CONSIDERATION**

- a. Budget Consideration - Police Department Body Cameras

**10. REPORTS & DISCUSSION ITEMS**

- a. None

**11. EXECUTIVE SESSION**

- a. RCW 42.30.110(1)(b) Acquisition of Real Estate
- b. RCW 42.30.110 (1) (i) Potential Litigation

Anticipated duration: 40 minutes. Action may or may not be taken upon return to the open session.

**ADJOURN**

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

Bill No. 4.a.  
Date: August 18, 2020  
Subject: Approval of Payroll and  
Accounts Payable Vouchers

**FROM: Finance Department**

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

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Mike Bailey, CPA, Interim Finance Director
- Anna Thompson, Interim City Attorney, as to form

**RECOMMENDED ACTION**

I move to approve:

Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers listed in the attachments and Check Numbers listed in the August 18, 2020 Regular Agenda.

**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.

**August 11, 2020**

Accounts Payable Voucher Numbers:

Voucher Numbers 184029-184142 in the amount of \$408,345.21

**August 15, 2020**

Payroll Numbers:

Direct Deposit- 53820-53961

EFT- 1254-1257

Checks – 101495-101499

**August 13, 2020**

Accounts Payable Voucher Numbers:

- Voucher Numbers 184143-184159 in the amount of \$2,366.88

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Voucher List 21.a.](#)
2. [Voucher List 21.d](#)

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184029	8/11/2020	0000001 3M COMPANY	9408161168 9408189258		HIGH INTENSITY PRISMATIC REFLECT SCOTCHAL ELECTROCUT/GRAPHIC FI	517.26 390.28 <b>Total : 907.54</b>
184030	8/11/2020	0010224 ADVANCED SIGNS, LLC	07292020		REFUND BUSINESS LICENSE FEE	12.50 <b>Total : 12.50</b>
184031	8/11/2020	0000028 ALL ISLAND LOCK & KEY	62372		LABOR/INSTALL	105.09 <b>Total : 105.09</b>
184032	8/11/2020	0010131 APEX HYDROVAC TOOLS, LLC	200095		DIAMOND TAP CUTTER	2,107.56 <b>Total : 2,107.56</b>
184033	8/11/2020	0004256 ARSON INVESTIGATORS, INTERNATIONAL A	36175		ASSOCIATE 1 YR	100.00 <b>Total : 100.00</b>
184034	8/11/2020	0007839 ASHLEY'S DESIGN & LETTERMAN	6732 6736		EMBROIDERED ITEM EMBROIDERED ITEM	68.13 17.04 <b>Total : 85.17</b>
184035	8/11/2020	0004019 ASSOCIATED PETROLEUM PRODUCTS	0225562-IN 0227051-IN 0228929-IN		FUEL FUEL FUEL	17,258.48 7,548.08 19,661.63 <b>Total : 44,468.19</b>
184036	8/11/2020	0000159 AT&T MOBILITY	287249477751x0724202		CURRENT WIRELESS SERVICES	36.57 <b>Total : 36.57</b>
184037	8/11/2020	0010222 BEARD, MICHAEL	08102020		MOORAGE	209.82 <b>Total : 209.82</b>
184038	8/11/2020	0010225 BERGSCHNEIDER, CHARLOTTE	07292020		REFUND PORTION OF CPL FEES	36.00 <b>Total : 36.00</b>
184039	8/11/2020	0008749 BIDADOO, INC	203060872265 203060879776		1X40' HQ HIGH-CUBE FOUR SIDE DOO 1X40' HQ HIGH-CUBE FOUR SIDE DOO	9,630.50 9,355.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184039	8/11/2020	0008749 0008749 BIDADOO, INC			(Continued)	<b>Total : 18,986.00</b>
184040	8/11/2020	0000100 BIRCH EQUIPMENT	220048-5		BOOM LIFT	2,304.43
						<b>Total : 2,304.43</b>
184041	8/11/2020	0010044 BLACKBURN OFFICE FURNITURE & D	66474		PREFLIX CONNECTOR/GLASS STACKE	731.96
						<b>Total : 731.96</b>
184042	8/11/2020	0010190 BOECK, ANDOR	081020		MOORAGE	0.10
						<b>Total : 0.10</b>
184043	8/11/2020	0006215 CAROLLO	0186844 0187671 0189098		APRIL 2020 PROF SVC/CLEAN WATER I MAY 2020 PROF SVC/CLEAN WATER FA JUNE 2020 PROF SVC/CLEAN WATER F	2,337.23 5,502.03 7,437.41
						<b>Total : 15,276.67</b>
184044	8/11/2020	0001235 CARROT-TOP INDUSTRIES	46952100		FLAGS	2,328.88
						<b>Total : 2,328.88</b>
184045	8/11/2020	0000157 CDW GOVERNMENT, INC	ZKB4889 ZNQ4463 ZNR3277		DELL OPTIPLEX SAMSUNG 65IN SURF PRO	1,293.01 1,088.22 16,830.02
						<b>Total : 19,211.25</b>
184046	8/11/2020	0000172 CHRISTIANS TOWING STORAGE	119973		TOWING	20.00
						<b>Total : 20.00</b>
184047	8/11/2020	0010221 CLIFTON, TED	08102020		MOORAGE	201.00
						<b>Total : 201.00</b>
184048	8/11/2020	0002941 COASTAL GEOLOGIC SERVICES, INC	20-109		20011 OAK HARBOR BLUFF CONSERV	13,915.20
						<b>Total : 13,915.20</b>
184049	8/11/2020	0005773 COMCAST	8498300271287100 8498300271287100 8498300271287100 8498300290363841		CURRENT SERVICES CURRENT SERVICES CURRENT SERVICES INTERNET	147.46 118.70 8.40 305.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184049	8/11/2020	0005773 0005773 COMCAST			(Continued)	<b>Total : 579.56</b>
184050	8/11/2020	0003538 CROSS MATCH TECHNOLOGIES	13402000300		CMT ADVANTAGE MAINT	435.60
						<b>Total : 435.60</b>
184051	8/11/2020	0009091 CROUCHER, DUSTIN	061120		REIMBURSEMENT	102.00
						<b>Total : 102.00</b>
184052	8/11/2020	0008263 CURTIS BLUE LINE	INV409801 INV409826		UNIFORMS UNIFORMS	418.33 418.33
						<b>Total : 836.66</b>
184053	8/11/2020	0010216 DEWAR, LEANNE	07302020		REFUND PARK RESERVATION	50.00
						<b>Total : 50.00</b>
184054	8/11/2020	0000247 DIAMOND RENTALS	1-533144-58 1-588083-9 1-596686 1-597869		PORTABLES PORTABLES YELLOW MANLIFT HOSE W/PLUG	75.00 75.00 3,669.93 65.33
						<b>Total : 3,885.26</b>
184055	8/11/2020	0010226 DOCKWA	4097		DOCKWA STARTER -ANNUAL	891.00
						<b>Total : 891.00</b>
184056	8/11/2020	0000273 EDGE ANALYTICAL, INC	20-25323		TESTING	100.00
						<b>Total : 100.00</b>
184057	8/11/2020	0000276 EDSON INTERNATIONAL	6629097		HOSE FOR 9Z3 PERISTALTIC PUMP	972.48
						<b>Total : 972.48</b>
184058	8/11/2020	0010217 ELVEBAK, ALLISON	07302020		REFUND PARK RESERVATION	50.00
						<b>Total : 50.00</b>
184059	8/11/2020	0009073 EMERGENCY REPORTING, LLC	INV202017497		FP-1 FIRE PACKAGE/WSD 4WEB SERV	229.33
						<b>Total : 229.33</b>
184060	8/11/2020	0008922 EMPLOYMENT SCREENING RESOURCES	211960		EMPLOYMENT SCREENING	130.13

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184060	8/11/2020	0008922	0008922 EMPLOYMENT SCREENING RESOURCE (Continued)			<b>Total : 130.13</b>
184061	8/11/2020	0006005 ENVIROISSUES, INC	180-004-000-17		MAY 2020 OAK HARBOR COMMUNITY C	1,820.00
						<b>Total : 1,820.00</b>
184062	8/11/2020	0001582 EVERGREEN PACIFIC PUBLISHING	8390		'21 TIDE GUIDE WA	23.85
						<b>Total : 23.85</b>
184063	8/11/2020	0007161 EWING	12176070		FALCON PC RAINBIRD ROTOR	700.20
						<b>Total : 700.20</b>
184064	8/11/2020	0008752 EXACT SCIENTIFIC SERVICES, INC	20-09197		TESTING	161.00
						<b>Total : 161.00</b>
184065	8/11/2020	0010215 FARIS, JEFF	07302020		REFUND PARK RESERVATION	50.00
						<b>Total : 50.00</b>
184066	8/11/2020	0002900 FASTENAL	WAANA127234		10-2X9/16HCSS	94.38
						<b>Total : 94.38</b>
184067	8/11/2020	0000308 FEDERAL EXPRESS	7-075-03321		FEDEX GROUND SERVICES	125.52
						<b>Total : 125.52</b>
184068	8/11/2020	0006206 FIRE CHIEF EQUIPMENT	0078585-IN		FIRE EXTINGUISHER MAINT/MOBILE T	117.07
						<b>Total : 117.07</b>
184069	8/11/2020	0000326 FRONTIER BUILDING SUPPLY	195318 195358		BROWN PLYEDGE FREUD ROUNDING OVER BIT	65.34 73.03
						<b>Total : 138.37</b>
184070	8/11/2020	0000349 GRAINGER	9585126510 9585509400		EYEWASH HEAD QUICK CONNECT SOCKET	165.41 67.52
						<b>Total : 232.93</b>
184071	8/11/2020	0000345 GREATER OAK HBR CHAMBER OF COM	30416		CITY 2% MARKETING GRANT	5,588.47
						<b>Total : 5,588.47</b>
184072	8/11/2020	0002747 GUARDIAN SECURITY	1042003		INSTALLED NEW PANIC SWITCH	563.54

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184072	8/11/2020	0002747 0002747 GUARDIAN SECURITY			(Continued)	<b>Total : 563.54</b>
184073	8/11/2020	0010227 H2O SOLUTIONS, LLC	20190614		CLEANING & INSPECTION RESERVOIR	6,512.22
						<b>Total : 6,512.22</b>
184074	8/11/2020	0008996 HARMSSEN & ASSOC, INC	20_0818		ENGINEERING TECH	2,550.00
						<b>Total : 2,550.00</b>
184075	8/11/2020	0010220 HOFFMAN, RICHARD	08102020		MOORAGE	258.45
						<b>Total : 258.45</b>
184076	8/11/2020	0008582 INTERPRETING TECHNOLOGY	IT35191		MANAGED CARE 2020	17,260.65
						<b>Total : 17,260.65</b>
184077	8/11/2020	0000410 ISLAND COUNTY SOLID WASTE	073120		JULY TIPPING FEE	94,256.50
						<b>Total : 94,256.50</b>
184078	8/11/2020	0000411 ISLAND COUNTY TREASURER	08022020		CRIME VICTIM ASSISTANCE	115.48
						<b>Total : 115.48</b>
184079	8/11/2020	0005445 ISLAND DEFENSE, PLLC	067		PUBLIC DEFENSE	7,700.00
						<b>Total : 7,700.00</b>
184080	8/11/2020	0000415 ISLAND DISPOSAL	073120		RECYCLING LOADS DUMPED	14,385.60
						<b>Total : 14,385.60</b>
184081	8/11/2020	0007162 JENNINGS, WILL	07292020		WA DOL CLASS A LIC	13.50
						<b>Total : 13.50</b>
184082	8/11/2020	0000454 JET CITY EQUIPMENT RENTAL	34961 34962		DUMP BRUSH & STUMP DUMP BRUSH & STUMP	104.35 943.52
						<b>Total : 1,047.87</b>
184083	8/11/2020	0000476 KERR, JACK	07-20		JULY 2020 PUBLIC DEFENSE SCREENI	1,600.00
						<b>Total : 1,600.00</b>
184084	8/11/2020	0010162 LDC, INC	21303		OAK HARBOR HOUSING ACTION PLAN	2,940.00
						<b>Total : 2,940.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184085	8/11/2020	0000979 LES SCHWAB	41400500947 41400501764		TIRES TRUCK CASING	516.54 -180.00 <b>Total : 336.54</b>
184086	8/11/2020	0009582 LINDBLOOM CONSTRUCTION	fin7202020lbc		REFUND BALANCE OF DEPOSIT	404.91 <b>Total : 404.91</b>
184087	8/11/2020	0000515 LOGGERS & CONTRACTORS, INC	76260		SUPPLIES	494.85 <b>Total : 494.85</b>
184088	8/11/2020	0000524 LYNDEN ICE	072720		ICE	157.50 <b>Total : 157.50</b>
184089	8/11/2020	0000530 MAILLIARD'S LANDING NURSERY	210525 211097 211137 211264		YARD WASTE YARD WASTE YARD WASTE SOIL PREM LAWN	10.00 82.57 26.07 52.13 <b>Total : 170.77</b>
184090	8/11/2020	0009139 MANGLONA-CHARLTON, BERNICE	08072020		EXERCISE CLASS	115.00 <b>Total : 115.00</b>
184091	8/11/2020	0000660 MARKET PLACE FOOD & DRUG	756184		GROCERY	107.94 <b>Total : 107.94</b>
184092	8/11/2020	0006072 MASTER'S TOUCH, LLC	70553 P70553		UTILITY STMTS UTILITY STMTS	1,606.82 2,727.66 <b>Total : 4,334.48</b>
184093	8/11/2020	0008347 MCGEE, MARIA	080720		YOGA CLASS	200.00 <b>Total : 200.00</b>
184094	8/11/2020	0002288 MCMASTER-CARR SUPPLY CO	40622114 42460069		STAINLESS STEEL DISPENSING NEEDI STAINLESS STEEL DISPENSING NEEDI	38.20 67.42 <b>Total : 105.62</b>
184095	8/11/2020	0007129 MICRO PRECISION CALIBRATION, I	STL-53594		CALIBRATION	279.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184095	8/11/2020	0007129 0007129 MICRO PRECISION CALIBRATION, I	(Continued)			<b>Total : 279.00</b>
184096	8/11/2020	0000197 MILES SAND & GRAVEL COMPANY	1800762		CY 5SK ,NA	597.32
						<b>Total : 597.32</b>
184097	8/11/2020	0000587 MOTOR TRUCKS, INC	MTS240485 MTS240532		REPLACE WATER PUMP VEHICLE MAINT	3,709.37 441.30
						<b>Total : 4,150.67</b>
184098	8/11/2020	0008460 MOUNTAIN MIST	003598030		WATER FOR THE SHOP	30.18
						<b>Total : 30.18</b>
184099	8/11/2020	0001356 NFPA	2995801		NFPA RENEWAL NOTICE	175.00
						<b>Total : 175.00</b>
184100	8/11/2020	0000644 NORTH WHIDBEY LIONS	080520		REFUND PARK RESERVATION	150.00
						<b>Total : 150.00</b>
184101	8/11/2020	0000672 OAK HARBOR ACE	327935 328000 328017 328030 328042 328074 328075 328106 328132 328148 328175 328177 328195 328196 328224 328234 328242 328254 328277 328284		SCREEN/FRAME/ALUM PULL TAB/LABC SPRYPRIMER ZINC RICH WRENCH COMB/FASTNERS WIRE STEEL/CEILING HOOK QUICKCHANGE BAR CLAMP ELBOW 90 PVC40 SPRYPRIMER ZINC RICH RAID WASP HOSE COIL/Y BRASS/HOSEHANGOUT FASTNERS PVC/PIPE/BUSHING/BLOWGUN BATTERY ADPT/COUNTER SUNK/BALL VALVE ADPT/COUNTER SUNK/BALL VALVE CLEANER OVEN/ENFORCER WASP FOLD SAWHORSE 1 GAL WOODCUTTER TIE DOWN ELBOW ABS ELBOW 60 ABS/PIPE	1,052.63 22.84 21.21 11.17 56.61 17.32 22.84 6.09 92.51 11.33 83.12 5.43 -5.26 -12.61 29.58 5.43 17.41 19.21 122.07 32.65

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184101	8/11/2020	0000672 OAK HARBOR ACE	(Continued)			
			328305		SOILTREE & SHRUB/SUNNY GRASS SE	19.14
			328321		TUBE BRUSH/WIRE BRUSH/CLAMP	63.55
			328324		ADAPTER/NUTS/WASHER	29.32
			328325		THREADLOCKER	4.35
			328357		CABLE COMBO/RAIN X	30.46
			328385		PADLOCK/CHAIN DBL	25.34
			328418		TOOL CADDY STANLEY/BUCKLE SLIDE	15.42
			328420		BATTERY ALK	19.74
			328438		FASTENERS	13.33
			328442		BOLTS	11.11
			328446		FASTNERS	5.55
			328469		FASTNERS	3.44
					<b>Total :</b>	<b>1,852.33</b>
184102	8/11/2020	0000668 OAK HARBOR AUTO CENTER	359012071		SOLENOID	21.89
			359012638		7 WAY RV CONNECT	6.71
			359012671		TOGGLE SWITCH	7.84
			359012695		BUYW48STEERINGK	12.71
			359012890		SPIN-ON LUBE FIL/AIR FILTER	122.20
			359013310		CENTANE BOOST	60.98
					<b>Total :</b>	<b>232.33</b>
184103	8/11/2020	0003007 OFFICE DEPOT	2421531136		INK HP	62.51
			2422363462		INDEX	1.46
					<b>Total :</b>	<b>63.97</b>
184104	8/11/2020	0006007 O'REILLY AUTO PARTS	2532-191986		MICRO-V BELT	-24.01
			2532-192960		HANDLE	76.21
					<b>Total :</b>	<b>52.20</b>
184105	8/11/2020	0003164 PAINTERS ALLEY	P0026539		PAINT	770.28
			P0026572		PAINT	143.33
			P0026573		TITAN MED FILTER	15.21
			P0026600		TRITECH T8 AIRLESS SPRAYER/HOSE	2,847.82
			P0026784		PAINT	43.46
			P0026806		PAINT	929.35

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184105	8/11/2020	0003164 0003164 PAINTERS ALLEY			(Continued)	<b>Total : 4,749.45</b>
184106	8/11/2020	0001218 PB Y MEMORIAL ASSOCIATION	080620		REIMBURSEMENT	2,250.00 <b>Total : 2,250.00</b>
184107	8/11/2020	0010129 PNW CIVIL, INC	3		WATERFRONT PEDESTRIAN IMPROVE	28,017.37 <b>Total : 28,017.37</b>
184108	8/11/2020	0000743 PUGET SOUND ENERGY	200002036917 200007268135 220002247165 300000007421		BTWN BAYSHORE DR & BEEKSMA DR, SW ERIE ST SW BARRINGTON DR SW FAIRWAY POINT DR & SW CARNEG ELECTRICITY/STREET LIGHTS	68.81 175.35 10.66 11,797.58 <b>Total : 12,052.40</b>
184109	8/11/2020	0002997 QUINTON DESIGN & ELECTRICAL	07292020		PUBLIC WORKS FACILITY BLOCK HEAT	960.50 <b>Total : 960.50</b>
184110	8/11/2020	0000801 SEA WESTERN, INC	INV5204		ADD 3" LETTERS 35" COAT LENGTH	73.10 <b>Total : 73.10</b>
184111	8/11/2020	0008963 SEMRAU ENGINEERING AND SURVEY	5749I-11 5749K-8 5749L-14 5749V-15 5749W-16 5749Y-5 5923B-9 5923D-4 5923E-12 5923H-7 5923M-1 5923N-1		HARBOR STATION MCDONALDS PARK TERRACE HILLSIDE CENTER HILLSIDE PRD WHIDBEY DENTAL MARIN WOODS PLAT FLINSTONE HOWARDS POINTE BARRINGTON DRIVE CONDO PCM STAPLE BLA MCKINNEY PLACE	33.75 270.00 101.25 236.25 1,451.25 945.00 4,784.75 67.50 236.25 33.75 531.25 168.75 <b>Total : 8,859.75</b>
184112	8/11/2020	0008395 SHELLEY, JR, TIM	20200804		SEVICES	1,093.95 <b>Total : 1,093.95</b>
184113	8/11/2020	0005003 SILVEIRA, MANUEL	07272020		SUPPLIES FOR TRAINING	50.46

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184113	8/11/2020	0005003 0005003 SILVEIRA, MANUEL			(Continued)	<b>Total : 50.46</b>
184114	8/11/2020	0000814 SKAGIT FARMERS SUPPLY	537992 538742		PROPANE SPREADER 90 SURFACTANT	6.94 35.93 <b>Total : 42.87</b>
184115	8/11/2020	0000833 SKAGIT HYDRAULICS	151669		LABOR	175.34 <b>Total : 175.34</b>
184116	8/11/2020	0004537 SKAGIT ISLAND COUNTIES	12685		ANNUAL MEMEBERSHIP	480.00 <b>Total : 480.00</b>
184117	8/11/2020	0009978 SOLENIS	131666855		PRAESTOL K 275 FLX	4,132.12 <b>Total : 4,132.12</b>
184118	8/11/2020	0000846 SOUND PUBLISHING, INC	WNT903081 WNT903654		LEGAL NOTICES LEGAL DESCRIPTION	33.02 29.90 <b>Total : 62.92</b>
184119	8/11/2020	0000860 STANDARD INSURANCE COMPANY	07212020		LIFE/POCFF	264.38 <b>Total : 264.38</b>
184120	8/11/2020	0003883 STAPLES BUSINESS ADVANTAGE	3451137486 3451613352 3452113311 3452113313 3452113315 3452113317 3452113320 3452113322		TONER HP 19A IMAGING DRUM SHERS SWIFFER DUSTER FALCON DISPOSABLE DUSTER EASY OFF HP 17A TONER HP 305A BCMY TONER	398.31 149.39 22.63 16.65 44.86 99.51 66.96 424.92 <b>Total : 1,223.23</b>
184121	8/11/2020	0010219 STONER, JEFF	08102020		MOORAGE	242.71 <b>Total : 242.71</b>
184122	8/11/2020	0000874 SURETY PEST CONTROL	1352995		PEST CONTROL	59.90 <b>Total : 59.90</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184123	8/11/2020	0010228 THOMAS SCIENTIFIC, LLC	1985723		PLAT ULTRA-ACCRT DGTL THERM	524.86
					<b>Total :</b>	<b>524.86</b>
184124	8/11/2020	0010223 TOKYO STOP TERIYAKI	08032020		REFUND TEMP USE PERMIT FEE	25.00
					<b>Total :</b>	<b>25.00</b>
184125	8/11/2020	0008337 TRACTOR SUPPLY COMPANY	100240297		TROYBILT TB115	239.57
			100243196		HELMET/ANGLE GRINDER/GRIT/HOLDI	155.67
			100243703		TRENCH SHOVEL	32.66
			100243905		STA MIX SEMI SYNTH 16OZ	17.40
			100245120		TURBO CLAMPS	42.44
					<b>Total :</b>	<b>487.74</b>
184126	8/11/2020	0001053 TREASURER, WASHINGTON STATE	08032020		JULY 2020 COURT/BC FEES	7,341.95
					<b>Total :</b>	<b>7,341.95</b>
184127	8/11/2020	0000287 TYLER TECHNOLOGIES, INC	045-311758		PROFESSIONAL SERVICES	160.00
					<b>Total :</b>	<b>160.00</b>
184128	8/11/2020	0006331 ULINE	122131959		L40 WYPALL DISPENSER	231.22
					<b>Total :</b>	<b>231.22</b>
184129	8/11/2020	0000922 UNUM LIFE INSURANCE COMPANY	07182020		LONG-TERM CARE	405.86
					<b>Total :</b>	<b>405.86</b>
184130	8/11/2020	0000934 UTILITIES UNDERGROUND LOCATION	0070189		EXCAVATION NOTIFICATIONS FOR THE	144.48
					<b>Total :</b>	<b>144.48</b>
184131	8/11/2020	0008576 VALLEY ATHLETICS	23047		DIAMOND SELECT INFIELD SOIL	3,551.23
					<b>Total :</b>	<b>3,551.23</b>
184132	8/11/2020	0001052 WASHINGTON STATE PATROL	121000454		BACKGROUND CHECKS	781.75
					<b>Total :</b>	<b>781.75</b>
184133	8/11/2020	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW O	100		PROF SVC/GENERAL	10,735.50
			99		PROF SVC/GENERAL	8,238.75
					<b>Total :</b>	<b>18,974.25</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184134	8/11/2020	0004644 WESTERN SAFETY PRODUCTS, INC	192214-1 192328-1		SIGN 48X48 GLOVES	282.51 1,607.09 <b>Total : 1,889.60</b>
184135	8/11/2020	0001039 WESTERN TRUCK CENTER	026P11960 026P12154 026P12161		FITTING NOZZLE SILVERBACK BRAKE DRUM/NEW CER/ SENSOR	156.01 529.17 60.83 <b>Total : 746.01</b>
184136	8/11/2020	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1372		JULY 2020 CITY CONTRACT	4,166.67 <b>Total : 4,166.67</b>
184137	8/11/2020	0001000 WHIDBEY AUTO PARTS, INC.	427240 427304		FUEL FILTER/FUEL DISPENSER IMPACT SOCKET SET	207.88 13.33 <b>Total : 221.21</b>
184138	8/11/2020	0001017 WHIDBEY PRINTERS	51295		BUSINESS CARDS	53.91 <b>Total : 53.91</b>
184139	8/11/2020	0001037 WORK OUTFITTERS	60726		WORK BOOTS	166.27 <b>Total : 166.27</b>
184140	8/11/2020	0010218 WRIGHT, MATT	08102020		MOORAGE	90.27 <b>Total : 90.27</b>
184141	8/11/2020	0009092 XEROX FINANCIAL SERVICES	2185531 2185532		JULY2020 COPIER RENTAL LEASE PAYMENT	615.50 297.34 <b>Total : 912.84</b>
184142	8/11/2020	0000355 ZIPLY FIBER	197-0410 279-9874 675-1669 675-5190 679-2530		CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES	810.00 115.79 65.41 45.02 71.26 <b>Total : 1,107.48</b>
<b>114 Vouchers for bank code : bank</b>						<b>Bank total : 408,345.21</b>

Bank code : bank

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
114	Vouchers in this report					Total vouchers :	408,345.21

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184143	8/13/2020	0004100 BERGDOLL, RICHARD	Ref000276442		UB Refund Cst #00147541	95.69
					<b>Total :</b>	<b>95.69</b>
184144	8/13/2020	0010234 BRIBIESCA, MELISSA	Ref000276446		UB Refund Cst #00172484	301.02
					<b>Total :</b>	<b>301.02</b>
184145	8/13/2020	0001900 CASCADE PROPERTIES	Ref000276441		UB Refund Cst #00138590	2.48
					<b>Total :</b>	<b>2.48</b>
184146	8/13/2020	0010233 CHRIS' BAKERY	Ref000276445		UB Refund Cst #00172247	245.68
					<b>Total :</b>	<b>245.68</b>
184147	8/13/2020	0010232 DUNCAN-WESTERDYK, CHERI LEE	Ref000276444		UB Refund Cst #00171732	160.61
					<b>Total :</b>	<b>160.61</b>
184148	8/13/2020	0010230 GALBRAITH, DWIGHT OR MARGARET	Ref000276439		UB Refund Cst #00121707	32.06
					<b>Total :</b>	<b>32.06</b>
184149	8/13/2020	0010238 KELLEY, ABIGAIL OR CYNTHIA	Ref000276450		UB Refund Cst #00177858	78.28
					<b>Total :</b>	<b>78.28</b>
184150	8/13/2020	0010240 MC NAMARA, COLLIN	Ref000276453		UB Refund Cst #00178806	47.36
					<b>Total :</b>	<b>47.36</b>
184151	8/13/2020	0010239 NIANG, MOUHAMED	Ref000276452		UB Refund Cst #00178021	180.90
					<b>Total :</b>	<b>180.90</b>
184152	8/13/2020	0010231 PAWLAK, ADAM	Ref000276443		UB Refund Cst #00157737	135.87
					<b>Total :</b>	<b>135.87</b>
184153	8/13/2020	0010237 RIDGEWAY, JORDAN	Ref000276449		UB Refund Cst #00176221	1.98
					<b>Total :</b>	<b>1.98</b>
184154	8/13/2020	0009849 SNORTLAND, DEBRA	Ref000276451		UB Refund Cst #00177878	171.68
					<b>Total :</b>	<b>171.68</b>
184155	8/13/2020	0010229 SPARKS, MICHELLE	Ref000276438		UB Refund Cst #00176250	154.29

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184155	8/13/2020	0010229 0010229 SPARKS, MICHELLE	(Continued)			<b>Total : 154.29</b>
184156	8/13/2020	0010241 SULLIVAN HOME BUILDERS	Ref000276454		UB Refund Cst #00178978	202.97
						<b>Total : 202.97</b>
184157	8/13/2020	0010235 THEUNE, NANCY	Ref000276447		UB Refund Cst #00173494	175.70
						<b>Total : 175.70</b>
184158	8/13/2020	0004254 VALLEE, MARGARET	Ref000276440		UB Refund Cst #00124939	157.76
						<b>Total : 157.76</b>
184159	8/13/2020	0010236 YEISER, KIRT	Ref000276448		UB Refund Cst #00174425	222.55
						<b>Total : 222.55</b>
<b>17 Vouchers for bank code : bank</b>						<b>Bank total : 2,366.88</b>
<b>17 Vouchers in this report</b>						<b>Total vouchers : 2,366.88</b>

City of Oak Harbor  
City Council Agenda Bill

Bill No. 4.b.  
Date: August 18, 2020  
Subject: Minutes: August 5, 2020  
Special Council Meeting

**FROM:**

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

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Mike Bailey, CPA, Interim Finance Director
- Anna Thompson, Interim City Attorney, as to form

**RECOMMENDED ACTION**

Approval of minutes of the Special Council Meeting of August 5, 2020.

**BACKGROUND / SUMMARY INFORMATION**

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [August 5, 2020 Special Council Meeting Minutes](#)

Oak Harbor City Council  
Special Meeting Minutes  
August 5, 2020

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**Due to COVID-19, there was NO physical meeting location per WA Proclamation 20-28. The meeting was viewable live via YouTube or Channel 10 and was telephonically available at (623) 404-9000, Meeting ID: 148 937 0121**

**CALL TO ORDER**

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

Mayor Severns reviewed the meeting restrictions due to COVID-19. He noted Councilmembers and City staff were participating via teleconference. Staff sitting in Council Chambers, including the City Administrator, Blaine Oborn, and support staff, were all physically distanced at least six feet apart, and would wear masks when not speaking. Mayor Severns thanked the public, City Council, and staff for working with the City to adapt to the requirements related to COVID-19. He noted more details about COVID-19 and its impact on City services can be found on the City's website, [www.oakharbor.org](http://www.oakharbor.org).

**Invocation** – Led by Pastor Kevin Scott, Seventh Day Adventist Church

**Pledge of Allegiance** – Led by Mayor Severns

**ROLL CALL**

City Council Present: Videoconference

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

Staff Present: Videoconference

City Administrator Blaine Oborn  
Interim Finance Director Mike Bailey  
Public Works Director Cathy Rosen  
Interim Development Services Director Cac Kamak  
Associate Planner Ray Lindenburg  
Project Engineer Brett Arvidson  
Fire Chief Ray Merrill  
Police Chief Kevin Dresker  
Interim City Attorney Anna Thompson  
Harbormaster Chris Sublet  
Purchasing/Contracts Sandra Place  
City Administrator Assistant Lisa Felix  
Public Information Officer Sabrina Combs  
City Clerk Julie Lindsey

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

Planning Commission Proposed Appointee, Eric Marshall

Applicants for City Council Position No. 7:

Bryan Stucky  
Earl Plumlee, Jr.  
Jabari Diggs  
Millie Goebel

## 1. APPROVAL OF AGENDA

Staff requested removal of item 8.a. Wet Fiber Agreement with the City of Anacortes. This item was anticipated to be ready to move forward but is not yet complete. Staff recommended moving the item to the Council's August 18, 2020 Regular Meeting. Councilmember Servatius moved to move the item as recommended, seconded by Councilmember Woessner. The vote on the motion carried unanimously and the agenda was approved as amended.

## 2. PRESENTATIONS

### a. Proclamations

None.

### b. Honors & Recognitions

None.

### c. Community Presentations

None.

## 3. CITIZEN COMMENT PERIOD

Mayor Severns noted due to COVID-19, the ability for public comment was made available via the voice messaging or email. No public comment was received prior to the meeting.

## 4. CONSENT AGENDA

### Consent Items

- a. Approval of Payroll and Accounts Payable Vouchers
- b. Minutes of July 7, 2020 Regular Meeting. July 14, 2020 Special Meeting and July 22, 2020 Workshop Meeting
- c. Arts Commission: Appointment of Lowell Spies to Position 4
- d. Planning Commission Appointment of Eric Marshall to Position 6
- e. Kubota Mower Replacement
- f. Professional Services Agreement: Videography Technical Support, Amendment Number Two with Tim Shelley, Jr.
- g. Resolution 20-22:  
Authorization to sell three (3) vessels and contents of one shed for non-payment of moorage and storage charges.
- h. Simply Yards Contract

**Motion:** Hearing no objection, the consent agenda items were approved as presented.

## 5. MAYOR, COUNCIL & STAFF COMMENTS

### a. Mayor

Mayor Severns provided his respective comments and announcements.

### **Mayor's Proclamation for Open Air Thursdays**

- Per the Governor’s latest update: The City will expand and extend the Physical Distance Vending through September 30, 2020. This includes retroactive coverage for the whole City.
  - Open Air Thursdays: Walk, Shop & Dine in Downtown Oak Harbor, every Thursday in August, from 3-7pm. Hosted by the Oak Harbor Main Street Association, the Oak Harbor Chamber of Commerce and the City of Oak Harbor, residents are encouraged to bring their families and enjoy the ocean air, local flavor and shopping downtown.
- b. Councilmembers  
Councilmembers Servatius, Woessner and Mayor Pro Tem Munns provided their respective comments and announcements.
- c. City Administrator  
i. City Administrator Oborn introduced Project Engineer Arvidson who provided an update on the status of the Construction Punchlist for the Clean Water Facility.

## 6. PUBLIC HEARINGS & PUBLIC MEETINGS

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

Mayor Severns opened the Public Hearing. No public comments were received.

Interim Development Services Director Kamak noted staff was requesting an extension on the CBD Development Permit Moratorium. He introduced Associate Planner Lindenburg who reviewed the Goals, timeline and work plan. Staff anticipates bringing the completed ordinance before the Council in October or November for adoption.

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

**Motion:** Councilmember Hizon moved to adopted Ordinance No, 1907, extending the Central Business District development permit moratorium for six months and adopting a work program for the additional time. Councilmember Servatius seconded the motion. City Consulting Attorney Weed observed the Council should first close the public hearing and then a motion could be entertained. Mayor Severns closed the public hearing. He restated the motion and second and called for a vote on the motion, which carried unanimously.

## 7. ORDINANCES & RESOLUTIONS

- a. Ordinance No. 1908: Amending Spending Authority

Interim City Attorney Thompson reviewed the item for the Council, brought forth in response to the Council’s request to reduce spending authority for contract authority and Professional Service contracts. Specifically, the ordinance follows the motion made at the July 7<sup>th</sup> Regular Council Meeting and would amend all relevant sections of the Oak Harbor Municipal Code 2.390 Contract Authority and 2.310.050 Professional Service Contracts to reduce all spending authority from \$30,000 to \$10,000.

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

**Motion:** Councilmember Servatius moved to adopt Ordinance No. 1908 as presented. The motion was seconded by Councilmember Hizon. Mayor Pro Tem Munns and Councilmember Mack requested clarification, which was provided by City Consulting Attorney Weed. Following discussion, the motion passed unanimously.

- b. Resolution 20-23 Awarding the North Whidbey Island Small Business Relief Program Grants for applicants initially disqualified by the CARES Grant Selection Committee

City Administrator Oborn and Public Information Officer Combs provided the background regarding this item and an update on the grant process. Some of the applicants were initially denied and after review, ten of those will be funded for a total additional award amount of \$65,770.

Mayor Pro Tem Munns and Councilmembers Wasinger, Mack and Woessner provided their respective questions and comments as well as thanks to the selection committee.

**Motion:** Councilmember Woessner moved to approve Resolution 20-23 approving 10 business applications the CARES Grant Selection Committee initially denied and upon authorized review, met qualifications, for a total grant award amount not to exceed \$65,770. The motion was seconded by Mayor Pro Tem Munns. The motion passed unanimously.

## 8. CONTRACTS & AGREEMENTS

- a. Wet Fiber Agreement with the City of Anacortes – as noted at the beginning of the meeting, this item was removed from the agenda. It will be brought back to the Council at the August 18, 2020 regular meeting.

## 9. OTHER ITEMS FOR CONSIDERATION

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

Mayor Severns reviewed the background and process for the selection and appointment of an applicant to fill the vacated Position No. 7 on the Council. He noted the Council had decided to interview all four of the applicants for the position and explained the applicants would be interviewed by the Council in the order in which their applications were received.

The applicants were interviewed as follows:

Bryan Stucky  
Earl Plumlee  
Jabari Diggs  
Millie Goebel

Councilmember Servatius noted that as all four applicants were participating remotely, they would have an opportunity to hear the answers of the other candidates if they were participating or watching the live stream of the meeting. He asked whether the live stream could be delayed for the duration of the interviews. Councilmembers Hizon, Mack, Woessner, Wasinger and Mayor Pro Tem Munns added their comments. After consultation with City Consulting Attorney Weed, the applicants were placed in a Ring

Central breakout room with Public Information Officer Combs and then invited back into the meeting for their individual interviews.

Mayor Severns welcomed each applicant to the meeting and explained they would be in a separate virtual waiting room until it was time for their interview.

The Council interviewed each applicant, asking each the same six questions as follows:

1. Why do you want to serve on the City Council?
2. What experiences, talents or skills do you bring to the Council and community that you would like to highlight?
3. Are there any regional issues or forums in which you have a particular interest or expertise? (e.g. transportation, water supply, human services, water quality, fiscal management, solid waste, parks and open space, etc.)
4. Do you want to serve on the City Council because of a particular local issue on which you want to work, or are your interests more broadly distributed?
5. What do you consider to be the most important single issue our City faces when it comes to long range planning and our City's future?
6. Is there anything else you would like to add?

## 10. REPORTS & ITEMS FOR DISCUSSION

None.

## 11. EXECUTIVE SESSION

Mayor Severns announced that the City Council would take a brief recess and then go into executive session for the purpose of discussing the Councilmember Applicants per RCW 42.30.110 (1) (h). He noted the Council would discuss and take action to appoint one of the applicants to Position No. 7 upon return to the open session. The anticipated duration was one half hour. He noted Executive Sessions are not open to the public.

The Council entered Executive Session at 8:09 p.m. **The** Council came out of the executive session at 8:39 p.m. Mayor Severns asked for any discussion regarding the applicants and process discussed.

Mayor Pro Tem Munns, Councilmembers Servatius, Hizon, Mack, Woessner and Wasinger all provided their respective comments and thanked the applicants for applying.

**Motion:** Councilmember Wasinger moved to appoint Millie Goebel to fill the City Council Position No. 7 vacancy, motion was seconded by Councilmember Hizon. The motion passed unanimously.

Mayor Severns called upon City Clerk and Notary Public Lindsey to administer the Oath of Office and ceremonial swearing in of newly appointed Councilmember Goebel.

## ADJOURN

**Motion:** Mayor Severns invited Councilmember Goebel to move to adjourn. Councilmember Goebel moved to adjourn, second by Councilmember Woessner. Motion was approved by a unanimous vote, therefore the meeting adjourned at 8:53 p.m.

Certified by Julie Lindsey, City Clerk

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

Bill No. 4.c.  
Date: August 18, 2020  
Subject: Downstairs City Hall Copier  
Contract

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

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

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Mike Bailey, CPA, Interim Finance Director
- Anna Thompson, Interim City Attorney, as to form

**RECOMMENDED ACTION**

A motion authorizing the Mayor to enter a 60-month contract with Xerox off NASPO contract number 072812700 to replace the copier used by Development Services and Legal in the amount of \$176.36 a month.

**BACKGROUND / SUMMARY INFORMATION**

The current copier contract used by Development Services and Legal has expired. Therefore, staff requested pricing from Kelley Connect (Xerox), who is our existing vendor, for a comparable machine that will support the needs of the staff downstairs at City Hall. In addition, staff requested pricing from QBSI and Pacific Office. A chart has been included for your review.

It was determined that a Xerox C8170H2 machine would suit the needs of Development Services and Legal, while saving the City money. The total cost of operations based on monthly usage decreases by \$198.03 a month with this replacement.

Xerox has provided the City excellent service and having compatibility of supplies throughout the City has been a tremendous help when in need. They are also a NASPO vendor, in which we will be utilizing contract number 072812700 for this replacement.

Therefore, staff is proposing to enter a 60-month contract with Xerox to replace the existing contract for the copier used by Development Services and Legal in the amount of \$176.36 a month.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

Funds Required: \_\_\_\_\_ \$10,581.60 plus copy cost over length of contract - includes service, supplies and maintenance

Appropriation Source: \_\_\_\_\_ 001.45.518.30.4500 \_\_\_\_\_

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

N/A

**ATTACHMENTS**

1. [Pricing Comparison Chart](#)
2. [Xerox Lease Agreement](#)

<u>Vendor</u>	<u>Brand</u>	<u>Base Price</u>	<u>Price Per Copy</u>	<u>Copy Price based on</u>		<u>Estimate Total</u>		<u>Total</u>
				<u>Average Usage</u>	<u>Average</u>	<u>Monthly Cost</u>		
QBSI	Xerox B&W	\$ 179.49	\$ 0.0053	\$ 23.31	4398	\$ 202.80		
QBSI	Xerox Color	\$ 179.49	\$ 0.0420	\$ 396.61	9443	\$ 576.10	\$	778.90
Pacific Office	Konica B&W c650i	\$ 226.00	\$ 0.0068	\$ 29.91	4398	\$ 255.91		
Pacific Office	Konica Color	\$ 226.00	\$ 0.0450	\$ 424.94	9443	\$ 650.94	\$	906.84
Pacific Office	Konica B&W c659	\$ 241.00	\$ 0.0068	\$ 29.91	4398	\$ 270.91		
Pacific Office	Konica Color	\$ 241.00	\$ 0.0450	\$ 424.94	9443	\$ 665.94	\$	936.84
Pacific Office	Konica B&W c759	\$ 277.00	\$ 0.0058	\$ 25.51	4398	\$ 302.51		
Pacific Office	Konica Color	\$ 277.00	\$ 0.0430	\$ 406.05	9443	\$ 683.05	\$	985.56
Kelley	Xerox B&W	\$ 176.36	\$ 0.0049	\$ 21.55	4398	\$ 197.91		
Kelley	Xerox Color	\$ 176.36	\$ 0.0420	\$ 396.61	9443	\$ 572.97	\$	770.88
<b>Current Machine</b>								
	Xerox W7970P B&W	\$ 374.39	\$ 0.0066	\$ 29.03	4398			
	Xerox W7970P Color	\$ 374.39	\$ 0.0610	\$ 576.02	9443			

# Lease Agreement



Customer: OAK HARBOR, CITY OF

BillTo: CITY OF OAK HARBOR  
865 SE BARRINGTON  
OAK HARBOR, WA 98277-3257

Install: CITY OF OAK HARBOR  
CITY HALL  
865 SE BARRINGTON  
OAK HARBOR, WA 98277-3257

State or Local Government Negotiated Contract : 072812700

## Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	<b>C8170H2 (XEROX C8170H2)</b> - Br Finisher-2/3 Hp - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox 7970 S/N B0W589477 Trade-In as of Payment 63	7/29/2020

## Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. C8170H2	\$176.36	1: Black and White Impressions 2: Color Impressions	All Prints	\$0.0053	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			All Prints	\$0.0420	
Total	\$176.36	Minimum Payments (Excluding Applicable Taxes)			

## Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: _____ Phone: (360)279-4750</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p> <p><b>Sandy Skrabut</b> <b>(360)391-1825</b></p> <p>For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a></p>
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Terms and Conditions

INTRODUCTION:

1. **NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. **REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. **FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort

to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. **OVERSIZE PRINTS.** Each print made on the following Equipment; C8170H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. **FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. **REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

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

Bill No. 4.d.  
Date: August 18, 2020  
Subject: US Navy Request for Right of  
Entry - City of Oak Harbor  
Marina

**FROM: Chris Sublet, Harbor Master**

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

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Mike Bailey, CPA, Interim Finance Director
- Anna Thompson, Interim City Attorney, as to form

**RECOMMENDED ACTION**

Authorize the Mayor to sign the Right of Entry Agreement with the U.S. Navy, attached as Exhibit A, for training activities within the Oak Harbor Marina.

**BACKGROUND / SUMMARY INFORMATION**

The City received a formal request from the U. S. Navy (attachment 2) to allow entry into the Oak Harbor Marina for military training purposes. The Navy also included a Right of Entry agreement (attachment 1), which outlines the terms and conditions. The Right of Entry will start on January 4, 2021 and ending on January 3, 2023, with the option to renew for three additional years.

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

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

The Navy's training staff and operators will give 24 hours' written notice to the City's Police Department and Harbormaster, prior to deploying trainees to the site for training to take place.

**LEGAL AUTHORITY**

RCW 35A.11.020

**FISCAL IMPACT**

N/A

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

This agenda item was discussed at the June 17, 2020 City Council workshop.

**ATTACHMENTS**

1. [Response Letter to US Navy](#)



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

11011  
Ser AM1.CW/20-00297  
JUN 10 2020

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

Dear Mayor Severns:

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

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

Sincerely,

**BRADY.MICHAEL**  
**L.D.1231632715**

Digitally signed by  
BRADY.MICHAEL.D.123163271  
5  
Date: 2020.06.10 13:01:30  
-07'00'

MICHAEL D. BRADY  
Real Estate Contracting Officer

Enclosure

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

Bill No. 4.e.  
Date: August 18, 2020  
Subject: Veterans Memorial Park  
Waterfront Trail Enhancement –  
Local Agency Agreement  
Supplement #3

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

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

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Mike Bailey, CPA, Interim Finance Director
- Anna Thompson, Interim City Attorney, as to form

**RECOMMENDED ACTION**

I move to authorize the Mayor to sign Local Agency Agreement Supplement #3 for the Waterfront Trail Enhancement project.

**BACKGROUND / SUMMARY INFORMATION**

The Waterfront Trail Enhancement project is federal grant funded project in Veteran’s Memorial Park that relocated and reconstructed of the cement concrete trail and added landscaping, viewpoint patio, and amenities to create a scenic overlook area.

The low bid from Neptune Marine LLC came in \$35,516 higher than the engineer’s estimate. During construction a \$3,784 change order was executed to extend the path to meet ADA standards. To cover these additional construction costs the Island Regional Transportation Organization awarded an additional \$39,300 grant funding to the City.

To use these funds the Local Agency Agreement Supplement #3 with the Washington State Department of Transportation must be signed by the Mayor.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

Funds Required: N/A

Appropriation Source: N/A

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

*August 6, 2014*, City Council adopted Resolution 14-30 accepting the terms of the Washington State Department of Transportation Local Agency Agreement for utilizing federal funds for design and construction of the Waterfront Trail Enhancement.

*March 3, 2015*, City Council authorized soliciting design proposals from qualified consultant firms.

*July 7, 2015*, City Council authorized a consultant agreement with David Evans & Associates in the amount of \$51,016.00 for design services, permitting services, and deliverables.

*July 25, 2018*, City Council authorized the Mayor to sign the consultant agreement with David Evans & Associates (DEA) in the amount of \$14,834.00 for design services to update and complete the design package.

*February 5, 2019*, City Council authorized the Mayor to sign the Local Agency Supplement #2 and the updated Project Prospectus for the Veterans Memorial Park Waterfront Trail Enhancement project.

*March 5, 2019*, City Council authorized the Mayor to sign the Revised Local Agency Supplement #2 for the Veterans Memorial Park Waterfront Trail Enhancement project.

*October 15, 2019*, City Council authorized the Mayor to sign the construction contract with Neptune Marine LLC for the Waterfront Trail Enhancement project in the amount of \$177,510.08, and authorize the City Engineer to execute contract changes up to \$18,000.00 in total and add up to 21 contract days in total as may be necessary.

## **ATTACHMENTS**

1. [Local Agency Agreement Supplement #3](#)
2. [IRTPO Award Letter](#)



Agency City Oak Harbor		Supplement Number 3
Federal Aid Project Number TAP-0895(005)	Agreement Number LA 8480	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement number noted above.

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

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

**Project Description**

Name Waterfront Trail Enhancement Project

Length 2.09

Termini Oak Harbor Marina to SW Scenic Heights Street

**Description of Work**                     No Change

Construction of new sidewalk, installing way-finding information, landscaping, historic and environmental information.

**Reason for Supplement**

Additional construction funds.

Are you claiming indirect cost rate?  Yes  No

Project Agreement End Date December 31, 2022

Does this change require additional Right of Way or Easements?  Yes  No Advertisement Date: May 7, 2019

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE %	a. Agency			0.00		
	b. Other Consultant	43,855.00		43,855.00		43,855.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	1,991.00		1,991.00		1,991.00
	e. Total PE Cost Estimate (a+b+c+d)	45,846.00	0.00	45,846.00	0.00	45,846.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction %	k. Contract	141,994.00	39,300.00	181,294.00		181,294.00
	l. Other	77,902.00		77,902.00		77,902.00
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State	5,000.00		5,000.00	5,000.00	
	q. Total CN Cost Estimate (k+l+m+n+o+p)	224,896.00	39,300.00	264,196.00	5,000.00	259,196.00
	r. Total Project Cost Estimate (e+j+q)	270,742.00	39,300.00	310,042.00	5,000.00	305,042.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**

By  
Title Robert T. Severns, Mayor

**Washington State Department of Transportation**

By  
Director, Local Program  
Date Executed

Agency City Oak Harbor		Supplement Number 3
Federal Aid Project Number TAP-0895(005)	Agreement Number LA 8480	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

## VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

## VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

## IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

## VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

# Instructions

---

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description.** Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Change Requiring Additional Right of Way or Easements** – Check the **Yes** box when the supplement covers a change in scope (Description of Work or Termini) that requires additional property rights than was previously expected, or when it’s determined that property rights are necessary and the project was previously submitted as no right of way required. Check **No** when this is the case.
9. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
10. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
  - a. For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
  - b. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
  - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.

11. **Type of Work and Funding** – Complete this section in the manner described in Appendix 22.52.05.
- a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
  - b. **Column 2** – Enter additional amounts requested by type of work.
  - c. **Column 3** – Add the amounts in columns 1 and 2.
  - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement, and writes in their title. Submit one originally signed supplement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their file. **Note:** Do **NOT** enter a date on the Date Executed line.



ISLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION

April 24, 2020

Mr. Blaine Oborn  
 City Administrator  
 865 SE Barrington Drive  
 Oak Harbor, WA 98277

RE: (1) Surface Transportation Block Grant (STBG) Program Award  
 (2) STBG Set-Aside, Transportation Alternatives (TA) Program Award

Dear Mr. Oborn:

On April 22, 2020, the Island Regional Transportation Planning Organization (IRTPO) Executive Board approved the allocation of STBG/TA funds, as specified below, to address the project needs that were formally requested by your organization through the STBG/TA application process.

Funding Program	Project Name	Applicant Name	Amount Requested	Amount Awarded
TA	Waterfront Trail Enhancement Project	City of Oak Harbor	\$39,300	\$39,300
TA	Active Transportation Plan	City of Oak Harbor	\$129,750	\$129,750
STBG	Midway Boulevard	City of Oak Harbor	\$950,000	\$950,000

Washington State partially subsidizes the match for STBG funding, resulting in a local match requirement of 13.5%. The state fully covers the match for TA funding. To obligate funding for this project, please refer to the Local Agency Guidelines (LAG) manual. Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP) as well as the IRTPO Regional TIP and Statewide TIP. If you have any questions, please contact Mehrdad Moini of the Washington State Department of Transportation:

Mehrdad Moini, PE, WSDOT Northwest Region; (206) 440-4734  
 P.O. Box 3303, Seattle, WA 98133-9710; MoiniM@wsdot.wa.gov

Sincerely,

Susan Driver, Island RTPO Transportation Planner

Cc: WSDOT NW Region: Mehrdad Moini

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

Bill No. 4.f.  
Date: August 18, 2020  
Subject: Windjammer Promenade Ramp  
– Final Contract Voucher  
Certificate

**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
- Mike Bailey, CPA, Interim Finance Director
- Anna Thompson, Interim City Attorney, as to form

**RECOMMENDED ACTION**

I move to authorize the Mayor to sign the Final Contract Voucher Certificate with PNW Civil Inc for the Windjammer Promenade Ramp project.

**BACKGROUND / SUMMARY INFORMATION**

As part of the negotiated agreement to purchase the Whidbey Island Bank Building the City agreed to construct an ADA ramp from the Beachview property's south parking lot to the Windjammer promenade.

Originally, Carollo Engineers was tasked to prepare this design and Hoffman Construction was requested to provide a change order cost for the construction. Hoffman presented a change order in the amount of approximately \$140,000.00. The City chose not to proceed with Hoffman constructing this work.

Staff issued a call for bids on January 7<sup>th</sup> to qualified contractors using the Small Works Roster. Six bids were received and the low bid was from PNW Civil Inc for \$75,791.08.

Construction began March 16<sup>th</sup>. City Council authorized a \$20,000 change order allowance at the April 7<sup>th</sup> City Council meeting. Construction was physically complete July 10<sup>th</sup> and the final cost of the project is \$94,932.51.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

Funds Required: N/A  
Appropriation Source: N/A

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

*July 24, 2019* - City Council Workshop, the project was discussed.

*February 4, 2020* - City Council approved the contract to construct with PNW Civil, Inc.

*April 7, 2020* – City Council authorized the Mayor to authorize the City Engineer to execute contract changes up to \$20,000 in total.

**ATTACHMENTS**

1. [Final Contract Voucher Cert](#)

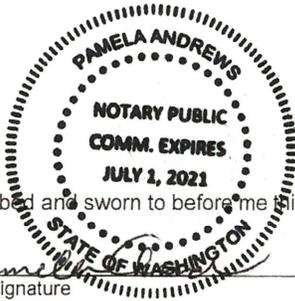


# Final Contract Voucher Certificate

Contractor: PNW Civil, Inc			
Street Address: P.O. Box 30498			
City: Bellingham	State: WA	Zip: 98228	Date: 8/3/2020
City Project Number: ENG - 19-07		Federal-Aid Project Number: N/A	
Contract Title: Windjammer Promenade Ramp			
Date Work Physically Completed: 7/10/2020		Final Amount: \$94,932.51	

### Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Oak Harbor nor I have I rented or purchased any equipment or materials for any employee of the City of Oak Harbor; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Oak Harbor for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Oak Harbor from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



X [Signature]  
Contractor Authorized Signature Required

TYLER ANDREWS  
Printed Signature Name

Subscribed and sworn to before me this 3<sup>rd</sup> day of AUGUST 20 20  
[Signature] Notary Public in and for the State of Washington  
Notary Signature

residing at Bellingham, Washington

### Public Works Department Certification

I certify the attached final estimate to be based upon actual measurements, and to be true and correct

Approved Date 8/4/2020

X [Signature]  
Project Engineer / Project Administrator Signature

X [Signature]  
City Engineer

The Mayor of Oak Harbor hereby accepts the completed contract pursuant to Section 2.330.010 of the Contract provisions and the Oak Harbor Municipal Code.

X \_\_\_\_\_  
Mayor, City of Oak Harbor

\_\_\_\_\_  
Date of Acceptance

Original To:  City Clerk      Copies to:  Project Engineer or Project Administrator     Contractor     File

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

Bill No. a. \_\_\_\_\_  
Date: August 18, 2020  
Subject: Wet Fiber Agreement with the  
City of Anacortes

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

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

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Mike Bailey, CPA, Interim Finance Director
- Anna Thompson, Interim City Attorney, as to form

**RECOMMENDED ACTION**

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

**BACKGROUND / SUMMARY INFORMATION**

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

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

**LEGAL AUTHORITY**

RCW 39.34 Interlocal Cooperation Act

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

N/A

**ATTACHMENTS**

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

Bill No. b.  
Date: August 18, 2020  
Subject: Development Services Director  
Employment Contract

**FROM: Kim Andrews, Human Resources Generalist**

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

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Mike Bailey, CPA, Interim Finance Director
- Anna Thompson, Interim City Attorney, as to form

**RECOMMENDED ACTION**

Confirm Mayor's appointment of David Kuhl to the position of Development Services Director.

Approve the employment contract with David Kuhl as the Development Services Director for the City of Oak Harbor and authorize the Mayor to sign.

**BACKGROUND / SUMMARY INFORMATION**

David Kuhl was selected during the interview process for Development Services Director. Mayor Severns appointed David Kuhl as the Development Services Director.

The Mayor recommends the attached employment contract for David Kuhl to assume the position of Development Services Director.

**LEGAL AUTHORITY**

Oak Harbor Municipal Code  
Chapter 2.40 DEVELOPMENT SERVICES

**2.40.020 Director – Appointment and removal.**

The department of development services shall be headed by a director who shall be appointed by the mayor and confirmed by the city council. The development services director under direction of the mayor shall supervise and direct all employees assigned to the department of development services and manage and administer activities of the department. The development services director shall serve at the pleasure of the mayor pursuant to an employment contract proposed by the mayor and approved by the city council. All references to “planning director” and “director of planning and community development” shall be deemed references to the development services director. (Ord. [1628](#) § 5, 2012; Ord. 1256 § 3, 2001).

### **FISCAL IMPACT**

This is a current position which was budgeted as part of the biennial budget. The total cost of the contract is \$121,596 annually.

The proposed contract specifies conditions of employment and sets working conditions for the Development Services Director including but not limited to:

- Salary: Starting base salary \$121,596 annually, with a provision for annual cost of living adjustments.
- Severance Package: Severance pay for at-will termination in the amount of six (6) months' salary. No severance pay for termination by resignation or for cause.
- Vacation: Initial bank of forty (40) hours and accrual rate of ten (10) hours per month.
- Other Benefits: Same as provided for general City employees, including but not limited to, retirement, medical, dental, and vision insurance.

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

### **ATTACHMENTS**

1. [David Kuhl Resume](#)
2. [Development Services Director Contract with David Kuhl](#)

## **DAVID P. KUHL, AICP**

Arlington, WA 98223

360-722-0373

[david.kuhl17@gmail.com](mailto:david.kuhl17@gmail.com)

### **Experience:**

#### **Community Development Director**

Chelan County Community Development, Wenatchee WA 2018-2020

Staff: 24 employees      Budget: \$3,154,240 (2020)      Population: 79,000

- Developed a department business plan to implement organizational improvements
- Facilitated monthly task force focused on customer service delivery
- Prepared fee study resulting in new fee schedule for full cost recovery
- Developed cloud solutions to enhance building inspection services

#### **Development Services Director**

City of Woodinville Development Services, Woodinville WA 2012-2018

Staff: 9 employees      Budget: \$3,536,851 (2017-2018)      Population: 11,240

- Built a high-performance team by recruiting new team members and developing existing staff through goal setting, relationship building and developing accountability throughout the staff.
- Oversight responsibility for the following programs: planning and zoning, subdivision, site planning, building, plans examining, code enforcement and customer service.
- Completed three-year effort to analyze and update the 2015-2035 Comprehensive Plan using extensive citizen, business and council/commission input.
- Coordinated the development of a 900-unit mixed-use development in the central business district implementing pedestrian goals downtown.

#### **Community Development Director**

City of Arlington Community Development, Arlington WA 2008-2012

Staff: 14 employees      Budget: \$1,296,000 (2008-2009)      Population: 18,000

- Managed the Planning, Building, Engineering and Code Enforcement Activities including the yearly goal setting, budget and work program.
- Designed and implemented new customer service initiatives to meet the Mayor's vision and improved communication with external and internal customers.
- Promoted interdepartmental cooperation and communication through case studies and team-building exercises.

## David Kuhl, AICP

- Developed a new permit tracking system including planning, building, engineering and business license processing.
- Created a new marketing program including e-mail notification, newsletters, and expanded public relations.
- Coordinated economic development activities including coordinating business retention tours with local industries and holding business receptions to improve networking opportunities for firms in the airport planning area.

### Director of Planning and Development

Pinal County Planning and Development, Florence AZ 2002-2008

Staff: 45 employees      Budget:      \$3,882,000 (2007-08)      Population: 350,000

- Developed first time mission, vision and values statements with staff to create better teamwork and directed work program.
- Completed reorganization of department including change management, administration, legal, planning, code compliance, budgeting, addressing, minor land divisions, subdivisions and information technology.
- Managed Planning Department with the #1 Fastest County Growth rate in the nation (2005-2006).
- Issued over 9,500 building permits for new homes in 2005.
- Completed new Capital Improvement Plan and first time Impact Fee Ordinance.
- Completed new fee schedule resulting in \$4,000,000 additional revenue.
- Completed new open space plan and regional parks program.
- Completed new subdivision ordinance.
- Created and completed first time site plan program.
- Created and completed first time department policy manual.
- Completed first time countywide noise ordinance.
- Completed first time zoning cluster ordinance.

### Education:

M.A. Organizational Management  
University of Phoenix, Sierra Vista, AZ

B.A. Geography, with focus in Rural, Town and Regional Planning  
University of Montana, Missoula, MT

### Professional Affiliations:

American Planning Association  
Washington Planning Association

**EMPLOYMENT AGREEMENT**  
**Development Services Director of Oak Harbor**

THIS AGREEMENT effective August 18, 2020, by and between the City of Oak Harbor, hereinafter referred to as “City”, and David Kuhl, hereinafter referred to as “Development Services Director”.

WHEREAS, the Development Services Director has been selected by the Mayor through a competitive process to undertake the duties of the position of Development Services Director, and

WHEREAS, pursuant to OHMC 2.34.055 department heads employed by the City shall be offered employment agreements, and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions for the position of Development Services Director, and,

WHEREAS, pursuant to OHMC 2.05.010 the City Council has confirmed the Mayor’s appointment of David Kuhl as Development Services Director for the City of Oak Harbor, and

WHEREAS, the Development Services Director agrees to serve in that capacity subject to the terms and conditions set forth in this Employment Agreement,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the terms and conditions hereinafter set forth, the City and Development Services Director agree as follows:

1. Employment. The City hereby employs the Development Services Director to serve in the position of Development Services Director for the City of Oak Harbor. The duties of said position shall be to perform all duties assigned to the position of Development Services Director as provided in the job description, the Oak Harbor Municipal Code, and Washington State law, together with such other and further duties and special projects as may be assigned to the Development Services Director by the City’s Mayor. Pursuant to OHMC 2.05.010 and 2.34.055 the Development Services Director shall serve at the pleasure and at the discretion of the City’s Mayor.
2. Duration of Employment. This Employment Agreement shall become effective on or about thirty (30) days after August 18, 2020, based on Council approval, and shall continue indefinitely thereafter unless sooner terminated by the parties as provided in paragraphs 3 and 4 below.
3. “At Will” – Termination by the City. The Development Services Director shall at all times during his employment be considered an “At Will” employee, subject to termination by the City’s Mayor at any time with or without cause. Nothing in this Agreement shall be construed other than an “At Will” employment relationship between the City and the Development Services Director and the Development Services Director expressly acknowledges that no contrary representations have been made by the City.
4. Resignation – Termination by the Development Services Director. The Development Services Director reserves the right to resign from employment at any time with or without cause. The

Development Services Director agrees to give the City not less than thirty (30) days' notice prior to the effective date of any such resignation.

5. Compensation: The Development Services Director shall be compensated for services rendered during the term of this Agreement as follows:

- a. Base Salary. The Development Services Director shall receive a monthly salary of \$10,133.00 per month. The rate of pay may be adjusted annually thereafter consistent with the salary range and steps established for this position and equal to the cost-of-living and/or cost-of-market increase given to the other Department Heads.
- b. Salary and Wage Study. In the event that a salary and wage study is conducted, the Development Services Director position shall be included.
- c. Benefits. The Development Services Director shall be entitled to sick leave accrual as set forth in the City Personnel Policies, and ten (10) paid holidays, plus two (2) floating holidays on a day of choice, to total twelve (12) paid holidays annually. The Development Services Director shall receive an initial bank of forty (40) hours of vacation leave as of the effective date of this employment agreement. The Development Services Director shall be entitled to vacation leave accrual as set forth in the City Personnel Policy at a rate of ten (10) hours per month equivalent to one hundred-twenty (120) hours annually. The Development Services Director shall also receive all other benefits provided by the City of Oak Harbor to regular employees as follows:
  - Medical insurance, premium paid 100% and 75% premium paid for spouse and dependent children
  - Dental insurance, premium paid 100% and 75% premium paid for spouse and children
  - Standard Insurance life insurance policy of \$25,000 paid for employee only
  - Enrollment in Public Employees Retirement System (PERS) retirement system

The Development Services Director shall also be entitled to elect other voluntary benefit options as they exist now or as they are modified in the future. The following describes the voluntary benefits as they exist on the effective date of the Agreement:

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness
  - Pre-tax deductions for Unreimbursed Medical expenses and/or Dependent Day Care
  - Additional self-paid Voluntary Group Life Insurance
  - Self-paid enrollment in the choice of two Deferred Compensation Plans
  - Health Saving Account (HSA) with enrollment in the high deductible health plan
- d. Timing of Monthly Payments – Deductions. All monthly payments of salary and benefits shall be made at the same time and on the same date as the City's regular payroll. All such monthly payments shall be subject to all required state and federal deductions, including income tax, social security, and any other deduction required and authorized by

law. The City agrees to pay all employer contributions to FICA, worker's compensation, and similar programs as required by law.

6. Work Schedule. The Development Services Director is a confidential, exempt employee for purposes of the Federal Fair Labor Standards Act and as such shall not work a fixed forty (40) hour per week schedule. The Development Services Director shall generally work at Oak Harbor City Hall during regular business hours of the City, Monday through Friday, provided, that the Development Services Director shall receive time off for holidays according to the holiday schedule customarily observed by the City. The Development Services Director is also required to attend all meetings of the Oak Harbor City Council and such other council committee, city board, commission and staff meetings as requested by the Mayor or as required by the duties of the position.
7. Severance Package.
  - a. Severance for At Will Termination. In the event the Development Services Director employment with the City is terminated for any reason other than those delineated in subparagraph (b) below, the City will provide the Development Services Director severance payment for a period of six (6) months after the effective date of termination. The monthly amount shall be paid in accord with the same schedule as the regular city payroll, and shall be subject to the same mandatory deductions as the Development Services Director's salary was prior to termination.
    - i. Reference. In the event of termination of the Development Services Director's employment by the City, the Development Services Director shall be entitled to an employment reference from the City, the language of which shall be agreed upon by the parties, provided, that in the event the parties cannot agree on the form of the reference, the City will provide only the dates of the Development Services Director's employment, the last position held, the last salary received, the fact that the Development Services Director is no longer employed by the City.
    - ii. Unemployment Benefits. The City will not oppose any unemployment benefit claims made by the Development Services Director.
  - b. Termination by Resignation or for Cause. The severance package provided for in subparagraph (a) above shall not be available to the Development Services Director if the termination of the Development Services Director's employment with the City is due to:
    - i. Resignation. The Development Services Director's voluntary resignation from employment. For purposes of this paragraph, "voluntary resignation" means a resignation of employment resulting from the free choice of the Development Services Director and not the result of a suggestion to resign in lieu of termination made by formal action of the Mayor or City Council.
    - ii. Misconduct. Criminal conduct, commission of any crime, abuse of public office, or other gross misconduct, including, but not limited to, fraud, deceit,

embezzlement, theft of funds or property, assault, or sexual, racial, or other harassment; or

- iii. Job Performance. Insubordination, incompetence, inadequacy, or inefficiency of the Development Services Director in the performance of his official duties.
- c. Construction. The severance package provided in subparagraph (a) above shall not be construed as an extension of the Development Services Director's employment beyond the termination date. The Development Services Director shall not, during the period between the termination date and the end of the severance payments, accrue any additional sick leave, vacation, leave, or other benefit accorded active City employees.
8. Professional Memberships, Dues & Subscriptions. The City agrees to pay the reasonable professional dues and subscriptions necessary for continuation, enrollment and full participation of continued education in the development services profession. In addition, the City may pay for membership in such other associations or organizations, and may reimburse the Development Services Director for attendance at annual conferences or the same and for such other professional development activities as the Mayor may approve and as may be annually budgeted by the City Council.
9. Liability Insurance. The City agrees to cover the Development Services Director on the City's liability insurance policies to the same extent as any regular employee of the City is covered for acts, errors, or omissions within the scope of employment. All such liability insurance coverage shall be provided at the City's sole cost and expense.
10. Hold Harmless. The City of Oak Harbor agrees to hold harmless and indemnify the Development Services Director from any and all costs, risk or liability associated with or arising out of acts or failures to act which are performed within the scope of his employment as the Development Services Director including the reasonable cost of legal defense by counsel appointed by the City or its insurance carrier, as applicable. This promise to indemnify shall exclude only criminal acts of the Development Services Director and acts or failure to act which would constitute an intentional tort or intentional wrongdoing knowingly committed by the Development Services Director without the express direction of the Mayor or City Council of the City of Oak Harbor. This promise to hold harmless and indemnify shall survive beyond the employment of the Development Services Director with the City of Oak Harbor in order that the Development Services Director shall be held harmless, indemnified and defended in the future for all acts taken as the Development Services Director subject to the limitations contained herein.
11. Severability. If any paragraph, sentence, clause or phrase of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, said invalidity or unenforceability shall not affect the validity or enforceability of any other paragraph, sentence, clause or phrase, and to that end the terms and conditions set forth in this Agreement shall be severable.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the terms and conditions of the Development Services Director's employment by the City and no other agreements or understandings, oral or otherwise, exist or shall be deemed

binding upon the parties. The Agreement may be amended only by a written instrument duly executed by both parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For the City of Oak Harbor:

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

\_\_\_\_\_  
David Kuhl, Development Services Director

Attest:

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

Approved as to Form:

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

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

Bill No. a. \_\_\_\_\_  
Date: August 18, 2020  
Subject: Budget Consideration - Police  
Department Body Cameras

**FROM: Chief Kevin Dresker, Police Department**

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

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Mike Bailey, CPA, Interim Finance Director
- Anna Thompson, Interim City Attorney, as to form

**RECOMMENDED ACTION**

Authorize the Mayor to sign a five (5) year contract with Axon valued at approximately \$125,000 to provide body cameras and equipment needed for the police department. The cost could be spread out over the life of the contract.

**BACKGROUND / SUMMARY INFORMATION**

The department currently uses an aging and troublesome in-car video system, which only records what occurs at the car. Moving to a quality Body Worn Camera system would provide for better coverage of incident and interactions with the community. This will result in increased transparency, a level of protection for officers and citizens and demonstrates continued commitment to growth to the community. We believe the implementation of body cameras will benefit the department, the City and the community and may help to prevent incidents, give at least some video evidence when something does occur and the system is in use, and may mitigate risks for the City. Additionally, the existence of video evidence in some criminal cases may expedite the resolution of those cases.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

Approximately \$125,000.00 which can be spread over the 5 year contract period.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

N/A

**ATTACHMENTS**

1. [Body Worn Cameras PowerPoint](#)
2. [Axon Quote #44057](#)
3. [Axon Quote #44055](#)

# CURRENT STATUS

- ▶ OHPD currently has 8 patrol cars.
- ▶ Every patrol car has an in-car camera system with 2 cameras (front and rear).
- ▶ The existing cameras are about 5 to 6-years old.
- ▶ The cameras take up space in the windshield area of the car.
- ▶ The cameras upload wirelessly when a car is parked at OHPD. Sometimes cars are left idling to allow cameras to do large downloads without affecting the vehicle battery.
- ▶ OHPD has found our current cameras to be unreliable and our cameras are either out of warranty or soon will be. IT, PW and OHPD have all been frustrated with the current cameras and system.
- ▶ Video data is stored on an in-house server (hard drive). It can be distributed to legal or the public through an online option (simple delivery system) or copied to a DVD by our records department. They are also responsible for sorting data, maintaining for public disclosure and ensuring appropriate “destruction” as appropriate.

- ▶ **When the current patrol cars were purchased in 2014/2015, the budget for the current cameras was included as part of the purchases.**
- ▶ **There is no specific fund set up for replacement cameras. These vehicles are due to be evaluated for replacement in 2022 and 2023. Costs for new vehicle cameras might be covered by the replacement fund or additional money may need to be budgeted.**
- ▶ **Vehicle and accessory costs have gone up. We are moving to “Hybrid” cars to be energy efficient and in accordance with state requirements. The additional cost (\$3,000) consumes some of the money which might have gone to cameras.**
- ▶ **If we did choose to replace in-car cameras, I estimate they would cost around \$7,000 to \$8,000 per camera and installation.**
- ▶ **If we purchase Body Cameras, we will not continue with in-car cameras.**

The Oak Harbor Police Department has been researching, evaluating and examining Body Cameras for at least 9-months.

We had presentations from three different companies who sell body cameras.

Our research and due diligence process led us to believe the Axon Body Camera 3 would best suit our needs, if we move to body cameras.

We have talked with other law enforcement agencies regarding their experiences with body cameras, including the Bellingham Police Department. Bellingham started using Axon body cameras around 7-years ago and they have them for all of their patrol officers (they do not use in-car cameras).

We talked with the Bellingham Police Chief and other staff who manage their body cameras to learn as much as we could.

In doing our research, we've read vast amounts of data and information regarding body cameras, including information from companies, different police agencies, federal agencies and other sources.

Bellingham PD believes in the value of having body cameras and they are happy with the Axon cameras. We are also looking at using a slightly modified version of the existing Bellingham policy regarding camera use.

Changing world dynamics regarding the Law Enforcement profession have, in my opinion, accelerated the need to make this move now, rather than "later".

I believe OHPD should obtain Body Cameras for use by patrol officers. As part of this, we would eliminate the in-car cameras.

***Possible BWC Benefits are Enormous***

**Increased Transparency**

**Enhanced Legitimacy and Public Satisfaction**

**Improved Police Officer Behavior**

**Improved Citizen Behavior**

**Reduced Citizen Complaints and Police Use of Force**

**Expedited Resolution of Complaints**

**Improved Evidence for Arrest and Prosecution**

**Opportunities for Police Training**

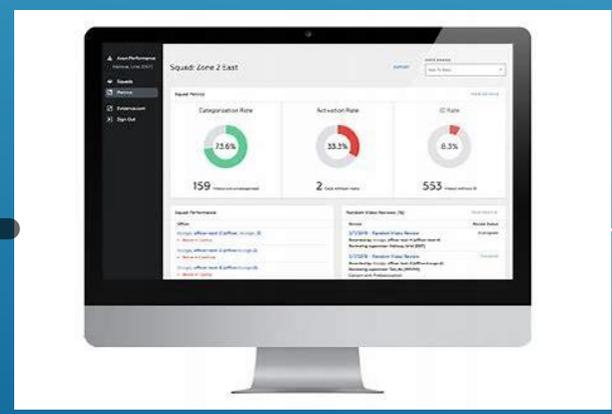


- ▶ There are many, many studies which can be found on the internet.
- ▶ Most of the data suggests that Body Cameras reduce citizen complaints about officers and some of the reasons given are:
  - ▶ The Officer is more inclined to act professionally because he/she knows they are being recorded
  - ▶ A suspect is more likely to comply because they know they are being recorded
  - ▶ A subject is less likely to make a “false” complaint and if they do, the video can usually quickly refute a false accusation.
- ▶ Most of the data suggests that citizen complaints were reduced by 50 to 80 percent when Body Cameras were in use. Some studies even show that the need to use force was reduced by as much as 50% (varies)
- ▶ Statistics can be good, but also at times difficult to rely on. Additionally, most of the data I’ve seen comes from large cities, where there are a lot of complaints. OHPD does not receive a large number of complaints about our officers (lots of compliments though!)





WHAT ARE THEY AND HOW DO THEY WORK?



- ▶ [https://youtu.be/C5\\_XkThyaWk](https://youtu.be/C5_XkThyaWk)
- ▶ <https://youtu.be/RE9fVYJWcKA>
- ▶ <https://youtu.be/S9uUU6-F2Ug>

# BODY CAMERA VIDEO EXAMPLES

(CONTROL CLICK IF YOU CAN'T OPEN)

National issues and attitudes towards police – protection for officers, the City and the Community

The body camera can be a tool which could help to later protect officers who find themselves making a split second, critical decision on the use of force

At the same time, it will help with transparency during such an incident and reinforce the trust our community already has in OHPD

Body Camera implementation is currently being sought by politicians at a national and state level

I believe we must be able to support and protect our officers, who act appropriately while keeping our community safe, by providing the best possible evidence of their proper actions during incidents they are involved with

WHY  
NOW?

# AGAIN – WHY NOW?

OHPD has a belief in constantly evaluating what we're doing and trying to do better. With the current national issues, we are taking action that we see as necessary to better serve our community. We believe the implementation of body cameras will benefit the department, will show our commitment to always seeking to improve and that now is The Time, even if the catalysts are from incidents far removed from our Community.

- ▶ Moving forward now allows us to budget the last four years of a contract with Axon, into our 2021/2022 and 2023/2024 budgets. I hope to absorb this year's cost (5-year contract) into my current budget. If I can't, we'd look at doing a budget amendment when appropriate.
- ▶ I have one car arriving at our outfitter this month. We have not ordered a new camera for the car and we are not, at this time, having the old camera put in the car. That would change if we aren't moving forward with body cameras.
- ▶ The other patrol cars in our fleet are due for evaluation for rotation in 2022 and 2023. We would not need to budget for in-car cameras if we go to body cameras.
- ▶ **Most important:** I don't have to explain to anyone the change in mood regarding Law Enforcement across the country, but it has, to say the least, been startling. While we have a quality and well-respected department, with a great community that provides tremendous support, we are subject to the same potentials on the use of force as any city. And, while we have few complaints regarding our officers, we do have many citizen interactions each day. I would hate to have an incident in the near future where the implementation of body cameras could have provided much needed clarity for all involved and which might have mitigated any potential questions (or liabilities).

- ▶ We would enter into a 5-year contract with Axon, for a total of around \$125,000. They can spread that cost over the five years, resulting in about \$25,000 a year. This would get us the following;
  - ▶ 23 Axon Body Cameras with mount for uniform/vest
  - ▶ 3 Docking Stations
  - ▶ Signal Sidearm sensors, Axon Sensor Units and SPPM X26P Signal Battery Packs \*\*Ask me about these!\*\*
  - ▶ Evidence.com video and digital management system and Enhanced Redaction software
  - ▶ A little over 3 Terabytes of storage (anticipated to fit our needs, but there is a chance we could raise this for the second year at a cost of about \$1,000 more)
  - ▶ TAP replacement plan (for all but 2 cameras and 1 dock). This means we can exchange any camera at any time for another one and that every 2 ½ years, we would swap all of our cameras for new ones.
  - ▶ Initial training
  - ▶ Online support throughout contract
- ▶ Please review Axon paperwork for more details.
- ▶ It will take one to two months for Axon to supply OHPD with all of the equipment once we make the order. We will need to set up our system, establish final policy and protocols, get informational material out to our partners (Fire, Aid, etc.) and take care of other administrative needs. We will work with Axon to ensure we understand the system and to provide training for our Officers.

# OPTIONS

1. We can move forward and purchase the cameras and system that I am proposing now

I anticipate trying to obtain more equipment (up to 7 more cameras and another docking bay) in the future by attempting to obtain grant money for their purchase

We would have better video evidence of more contacts, but not all, AND nothing is infallible (due to technical issues, human error and other factors). However, it is another step forward for officers and the community

We will be looking at spending about \$24,000 a year, over a five-year contract period-2025 (\$120,000)

2. We can continue with what we have: In-Car cameras and no body cameras. If we do...

We will need to purchase new in car cameras with the new cars or continue dealing with aging and unreliable cameras and storage

We will only have video "evidence" of incidents within view of a vehicle camera

We will be looking at spending over \$72,000 by 2023 to replace car cameras

3. We could wait and hope for funding opportunities. I looked at them this year and it doesn't appear any (federal) grants would be opened up until August of 2021, which we might be eligible to apply for. They are competitive by departments across the nation. New grants or funding options could open up due to the national "climate" on LE.

We need to make a decision on purchasing at least one car camera and renewing warranty coverage.

We would not have coverage of incidents outside of a vehicle camera field of view, should something occur.



# AXON

**Oak Harbor Police Dept. - WA**

**AXON SALES REPRESENTATIVE**

Claudia Mendiola

480-681-0797

[cmendiola@axon.com](mailto:cmendiola@axon.com)

**ISSUED**

8/14/2020

Q-256382-44057.071LK

1



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-256382-44057.071LK**

Issued: 08/14/2020

Quote Expiration: 09/30/2020

Account Number: 109525

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**SALES REPRESENTATIVE**

Claudia Mendiola  
 Phone: 480-681-0797  
 Email: cmendiola@axon.com  
 Fax:

**PRIMARY CONTACT**

Tony Slowik  
 Phone: (360) 279-4600  
 Email: tslowik@oakharbor.org

**SHIP TO**

Tony Slowik  
 Oak Harbor Police Dept. - WA  
 860 SE Barrington Drive  
 Oak Harbor, WA 98277  
 US

**BILL TO**

Oak Harbor Police Dept. - WA  
 860 SE Barrington Drive  
 Oak Harbor, WA 98277  
 US

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
73732	REDACTION ASSISTANT 11-30 SWORN AGENCY-WIDE LICENSE	60	1	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	25	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	12	25	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	6	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	2	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	300	0.00	0.00	0.00
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		21	699.00	218.66	4,591.86
74210	AXON BODY 3 - 8 BAY DOCK		2	1,495.00	1,495.00	2,990.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		25	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		21	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	21	336.00	0.00	0.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
70112	AXON SIGNAL UNIT		9	279.00	279.00	2,511.00
75015	SIGNAL SIDEARM KIT		25	249.00	249.00	6,225.00

## Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		50	0.00	0.00	0.00
<b>Other</b>						
73474	REDACTION ASSISTANT 11-30 SWORN PAYMENT	12	1	3,900.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	21	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	2	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	25	180.00	180.00	4,500.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	300	4.80	4.80	1,440.00
<b>Services</b>						
80146	VIRTUAL BODYCAM STARTER		1	1,000.00	1,000.00	1,000.00
					Subtotal	24,901.86
					Estimated Shipping	0.00
					Estimated Tax	1,999.10
					Total	26,900.96

## Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	21	336.00	540.08	11,341.68
<b>Other</b>						
73474	REDACTION ASSISTANT 11-30 SWORN PAYMENT	12	1	3,900.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	25	180.00	180.00	4,500.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00

## Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	300	4.80	4.80	1,440.00
					Subtotal	18,925.68
					Estimated Tax	1,556.22
					Total	20,481.90

## Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	21	336.00	540.08	11,341.68
<b>Other</b>						
73474	REDACTION ASSISTANT 11-30 SWORN PAYMENT	12	1	3,900.00	3,292.68	3,292.68
73689	MULTI-BAY BWC DOCK MID REFRESH		2	0.00	0.00	0.00
73309	AXON BODY CAMERA REFRESH ONE		21	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	25	180.00	180.00	4,500.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	300	4.80	4.80	1,440.00
					Subtotal	22,218.36
					Estimated Tax	1,849.26
					Total	24,067.62

## Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	21	336.00	540.08	11,341.68
<b>Other</b>						
73474	REDACTION ASSISTANT 11-30 SWORN PAYMENT	12	1	3,900.00	3,900.00	3,900.00

## Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	25	180.00	180.00	4,500.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	300	4.80	4.80	1,440.00
					Subtotal	22,825.68
					Estimated Tax	1,903.32
					Total	24,729.00

## Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	21	336.00	540.08	11,341.68
<b>Other</b>						
73474	REDACTION ASSISTANT 11-30 SWORN PAYMENT	12	1	3,900.00	3,900.00	3,900.00
73688	MULTI-BAY BWC DOCK FINAL REFRESH		2	0.00	0.00	0.00
73310	AXON BODY CAMERA REFRESH TWO		21	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	25	180.00	180.00	4,500.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	300	4.80	4.80	1,440.00
					Subtotal	22,825.68
					Estimated Tax	1,903.32
					Total	24,729.00

**Grand Total 120,908.48**

## Discounts (USD)

Quote Expiration: 09/30/2020

List Amount	120,105.00
Discounts	8,407.74
<b>Total</b>	<b>111,697.26</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	26,900.96
Year 2	20,481.90
Year 3	24,067.62
Year 4	24,729.00
Year 5	24,729.00
<b>Grand Total</b>	<b>120,908.48</b>

## Notes

NASPO Contract No. OK-MA-145-015 used for pricing and purchasing justification

Tax is subject to change at order processing with valid exemption.

### Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Claudia Mendiola at [cmendiola@axon.com](mailto:cmendiola@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

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#### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		



# AXON

**Oak Harbor Police Dept. - WA**

**AXON SALES REPRESENTATIVE**

Claudia Mendiola

480-681-0797

cmendiola@axon.com

**ISSUED**

8/12/2020

Q-264539-44055.970CM

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**SALES REPRESENTATIVE**

Claudia Mendiola

Phone: 480-681-0797

Email: cmendiola@axon.com

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**PRIMARY CONTACT**

Kevin Dresker

Phone: (360) 279-4600

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**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**SHIP TO**

Kevin Dresker  
Oak Harbor Police Dept. - WA  
860 SE Barrington Drive  
Oak Harbor, WA 98277  
US

**BILL TO**

Oak Harbor Police Dept. - WA  
860 SE Barrington Drive  
Oak Harbor, WA 98277  
US

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		2	699.00	664.05	1,328.10
74210	AXON BODY 3 - 8 BAY DOCK		1	1,495.00	1,420.25	1,420.25
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P		13	104.50	99.28	1,290.64
74028	WING CLIP MOUNT, AXON RAPIDLOCK		2	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		2	0.00	0.00	0.00
<b>Other</b>						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	0.00	0.00	0.00
Subtotal						4,038.99
Estimated Shipping						0.00
Estimated Tax						359.48
Total						4,398.47
<b>Grand Total</b>						<b>4,398.47</b>

## Discounts (USD)

Quote Expiration: 09/15/2020

List Amount	4,251.50
Discounts	212.51
<b>Total</b>	<b>4,038.99</b>

*\*Total excludes applicable taxes*

## Notes

NASPO Contract No. OK-MA-145-015 contract is used for purchasing justification, as well as terms and conditions.

Tax is subject to change at order processing with valid exemption.

### Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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