



Council Chambers, 865 SE Barrington Drive

September 1, 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: 149 766 1467**

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

#### **CALL TO ORDER**

Invocation - Led by Pastor Lawler, Family Bible 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

#### **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: Regular Council Meeting of August 18, 2020 and Council Workshop of August 26, 2020
- c. Confirm Mayoral Appointment of the City Attorney and Authorize Execution of a Professional Services Agreement: Weed, Graafstra & Associates, Inc., P.S. for City Attorney Services

- d. US Navy Request for Right of Entry - City of Oak Harbor Marina

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

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

**6. PUBLIC HEARINGS & MEETINGS**

**NOTICE- PUBLIC HEARING for ORDINANCE No. 1911 CANCELLED.** Although noticed as a Public Hearing, amendments to this Ordinance No. 1911 do not require a Public Hearing. This item was removed from the Agenda. Updates will be presented to Council at a future meeting

- a. None

**7. ORDINANCES & RESOLUTIONS**

- a. None

**8. CONTRACTS & AGREEMENTS**

- a. Professional Services Agreement for Water System SCADA Master Plan
- b. Professional Services Agreement: Municipal Research and Services Center (MRSC) for Consultant CPA Services, Amendment 1

**9. OTHER ITEMS FOR CONSIDERATION**

- a. None

**10. REPORTS & DISCUSSION ITEMS**

- a. 2021 LTAC Discussion
- b. ExecuTime Update
- c. Interim Finance Director: Review for Council

**11. EXECUTIVE SESSION**

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

**ADJOURN**

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

Bill No. 4.a.  
Date: September 1, 2020  
Subject: Approval of Payroll and  
Accounts Payable Vouchers

**FROM: Mike Bailey, Interim Finance Director**

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

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Vacant, 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 September 1, 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 17, 2020**

Accounts Payable Voucher Numbers:

Voucher Numbers 184160-184169 in the amount of \$8,732.77

**August 24, 2020**

Accounts Payable Voucher Numbers:

Voucher Numbers 184170-184285 in the amount of \$3,963,873.20

**August 31, 2020 Payroll:**

Direct Deposit # 53962-54106, \$328,421.24

EFT # 1258-1261, \$128,783.71

Checks # 101500-101516, \$367,113.31

Direct Deposit # 54107-54135, \$35,919.81

EFT # 1262-1263 \$10,474.34

Checks # 101517-101526, \$14,808.14

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Voucher List 21.b.](#)
2. [Voucher List 21.e.](#)

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184170	8/20/2020	0000066 AWC EMPLOYEES BENEFITS TRUST	082020		AUGUST 2020 PREMIUMS/LTD/EAP	3,618.59
					<b>Total :</b>	<b>3,618.59</b>
184171	8/24/2020	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	LN-000000332		LOAN PAYMENT	846,180.54
					<b>Total :</b>	<b>846,180.54</b>
184172	8/24/2020	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	LN-000000328		LOAN PAYMENT	1,373,601.25
					<b>Total :</b>	<b>1,373,601.25</b>
184173	8/24/2020	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	LN-000000326		LOAN PAYMENT	509,134.51
					<b>Total :</b>	<b>509,134.51</b>
184174	8/24/2020	0000960 REVENUE, WASHINGTON STATE DEPT OF	070520		SALES/USE TAX	67,869.03
					<b>Total :</b>	<b>67,869.03</b>
184175	8/24/2020	0000001 3M COMPANY	9408273559 9408273565		SCOTCHAL ELECTROCUT GRAPHIC FI ENGINEER GRADE REFLECTIVE SHEE	312.23 288.36
					<b>Total :</b>	<b>600.59</b>
184176	8/24/2020	0007449 A-1 PERFORMANCE, INC	33922		REIMBURSABLE EXPENSES	124.25
					<b>Total :</b>	<b>124.25</b>
184177	8/24/2020	0000424 ALL BATTERY SALES AND SERVICE	50005865 72260398		GRP 31 DC CCA676 12V MARINE DC 550CCA	114.60 92.07
					<b>Total :</b>	<b>206.67</b>
184178	8/24/2020	0001609 ALL QUALITY STITCHES	2657		UNIFORMS	599.21
					<b>Total :</b>	<b>599.21</b>
184179	8/24/2020	0000042 ANACORTES, CITY OF	900-9080-00 900-9080-00		JUNE 2020 WATER PURCHASED JULY 2020 WATER PURCHASED	142,227.73 142,227.73
					<b>Total :</b>	<b>284,455.46</b>
184180	8/24/2020	0008435 ANDREANO, JEREMY	TRAVEL ADVANCE		TACTICAL TRAINING FOR BUILDING EN	215.50
					<b>Total :</b>	<b>215.50</b>
184181	8/24/2020	0000050 ARAMARK	22637578		UNIFORM ITEMS	405.84

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City of Oak Harbor

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184181	8/24/2020	000050 000050 ARAMARK				
			(Continued)			
					<b>Total :</b>	<b>405.84</b>
184182	8/24/2020	0005001 ARAMARK	1991812573		UNIFORMS SERVICE	84.36
			1991820068		UNIFORMS SERVICE	16.34
			1991820069		UNIFORMS SERVICE	16.34
			1991820070		UNIFORMS SERVICE	22.28
			1991820071		UNIFORMS SERVICE	20.96
			1991820072		UNIFORMS SERVICE	31.10
			1991820073		UNIFORMS SERVICE	46.30
			1991820074		UNIFORMS SERVICE	16.34
			1991822015		UNIFORMS SERVICE	84.36
			1991822016		UNIFORMS SERVICE	26.59
			1991829442		UNIFORMS SERVICE	16.34
			1991829443		UNIFORMS SERVICE	16.34
			1991829444		UNIFORMS SERVICE	22.28
			1991829445		UNIFORMS SERVICE	20.96
			1991829446		UNIFORMS SERVICE	31.10
			1991829447		UNIFORMS SERVICE	46.30
			1991829448		UNIFORMS SERVICE	16.34
			1991831383		UNIFORMS SERVICE	84.36
			1991838708		UNIFORMS SERVICE	20.96
			1991838709		UNIFORMS SERVICE	31.10
			1991838710		UNIFORMS SERVICE	47.19
			1991838711		UNIFORMS SERVICE	22.28
			1991838712		UNIFORMS SERVICE	16.34
			1991838713		UNIFORMS SERVICE	16.34
			1991838714		UNIFORMS SERVICE	16.34
			1991840633		UNIFORMS SERVICE	84.36
			1991840634		UNIFORMS SERVICE	26.59
			1991848006		UNIFORMS SERVICE	20.96
			1991848007		UNIFORMS SERVICE	31.10
			1991848008		UNIFORMS SERVICE	46.30
			1991848009		UNIFORMS SERVICE	22.28
			1991848010		UNIFORMS SERVICE	16.34
			1991848011		UNIFORMS SERVICE	16.34
			1991848012		UNIFORMS SERVICE	16.34
			1991848018		UNIFORMS SERVICE	84.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184182	8/24/2020	0005001 0005001 ARAMARK			(Continued)	<b>Total : 1,154.51</b>
184183	8/24/2020	0006865 ARMADA	081420		04-147000-01	43.57
						<b>Total : 43.57</b>
184184	8/24/2020	0001449 ARMSTRONG, DEBORAH	082420		PARK RESERVATION REFUND	25.00
						<b>Total : 25.00</b>
184185	8/24/2020	0004019 ASSOCIATED PETROLEUM PRODUCTS	0225972-IN 0232655-IN		FUEL FUEL	7,106.90 6,909.94
						<b>Total : 14,016.84</b>
184186	8/24/2020	0001489 ATCO INTERNATIONAL	I0559850		ALL-PRO	67.00
						<b>Total : 67.00</b>
184187	8/24/2020	0010248 AXIOM DIVISION 7	082320		REFUND OVERCHARGE BY WASTE MA	2,641.12
						<b>Total : 2,641.12</b>
184188	8/24/2020	0004733 BARRON HEATING & AIR COND, INC	0000107513 0000107650 0000108162 42005706		MAINTENANCE MAINTENANCE MAINTENANCE MAINTENANCE	920.21 626.18 751.41 2,911.99
						<b>Total : 5,209.79</b>
184189	8/24/2020	0000083 BAZA, ALVIN	080520		REIMBURSEMENT	20.00
						<b>Total : 20.00</b>
184190	8/24/2020	0000094 BERG VAULT COMPANY	89862		METER BOX	1,725.12
						<b>Total : 1,725.12</b>
184191	8/24/2020	0000118 BOSTEC, INC	41970		BREATH ALCOHOL TESTING STRIPS	219.57
						<b>Total : 219.57</b>
184192	8/24/2020	0003097 BOYER, TALLIE	080520		REIMBURSEMENT	20.00
						<b>Total : 20.00</b>
184193	8/24/2020	0000131 BROADVIEW APPLIANCE	40943		PARTS	29.35

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184193	8/24/2020	0000131 0000131 BROADVIEW APPLIANCE	(Continued)			<b>Total : 29.35</b>
184194	8/24/2020	0005126 CASCADE ENGINEERING SERV, INC	ML-20062319053		COMPLETE ONSITE/ONSITE SERVICE	516.00
						<b>Total : 516.00</b>
184195	8/24/2020	0003046 CASCADE FIRE EQUIPMENT COMPANY	109420		PANT INNOTEX ENERGY/RDG40 PIONE	806.95
						<b>Total : 806.95</b>
184196	8/24/2020	0000150 CASCADE NATURAL GAS	08793000004 36624000000 58793000009 80434000008 82193000005 90134000000		NATURAL GAS/POLICE STATION NATURAL GAS/FIRE STATION NATURAL GAS/CITY HALL NATURAL GAS/CITY SHOP NATURAL GAS/ANNEX NATURAL GAS/ADULT CARE CENTER	19.84 73.81 72.95 97.76 21.57 19.00
						<b>Total : 304.93</b>
184197	8/24/2020	0000172 CHRISTIANS TOWING STORAGE	32436		TOWING	300.56
						<b>Total : 300.56</b>
184198	8/24/2020	0003008 COLUMBIA FORD	3-L1315		2020 FORD POLICE UTILTIY AWD	43,416.37
						<b>Total : 43,416.37</b>
184199	8/24/2020	0005773 COMCAST	8498300290363841		INTERNET	305.00
						<b>Total : 305.00</b>
184200	8/24/2020	0000694 CORE & MAIN	M694335 M747120 M760037		SS1-4 20X12 3-1/2X12REP CLP SS1-6.35X12 6X12 REP CLP PARTS	510.67 276.83 1,082.29
						<b>Total : 1,869.79</b>
184201	8/24/2020	0009091 CROUCHER, DUSTIN	080520 081220		REIMBURSEMENT CDL PHYSICAL	20.00 160.00
						<b>Total : 180.00</b>
184202	8/24/2020	0008263 CURTIS BLUE LINE	INV412631 INV413032		SHIRT SHORT SLEEVE POLO	55.47 43.55
						<b>Total : 99.02</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184203	8/24/2020	0000256 DAY WIRELESS SYSTEMS	INV642473 INV642477 INV642676 INV642956		COBRA RADIO COBRA RADIO COBRA RADIO COBRA RADIO	471.30 471.30 471.30 471.30
<b>Total :</b>						<b>1,885.20</b>
184204	8/24/2020	0000247 DIAMOND RENTALS	1-500608-105 1-584821-12 1-597523		PORTABLES PORTABLES MANLIFT	75.00 75.00 1,336.83
<b>Total :</b>						<b>1,486.83</b>
184205	8/24/2020	0007511 DLT SOLUTIONS	SI487366		ANNUAL SUBSCRIPTION RENEWAL	2,436.53
<b>Total :</b>						<b>2,436.53</b>
184206	8/24/2020	0000257 DUTCH MAID CLEANERS	073120		JULY 2020 LAUNDRY SERVICES	70.65
<b>Total :</b>						<b>70.65</b>
184207	8/24/2020	0006984 ECOLUBE RECOVERY, LLC	2812080320 3504080320		USED OIL SPENT ANTIFREEZE	323.50 88.50
<b>Total :</b>						<b>412.00</b>
184208	8/24/2020	0000273 EDGE ANALYTICAL, INC	20-24360 20-26544 20-27633 20-28710		TESTING TESTING TESTING TESTING	467.00 100.00 100.00 100.00
<b>Total :</b>						<b>767.00</b>
184209	8/24/2020	0000276 EDSON INTERNATIONAL	6629202		HOSE FOR 9Z3 PERISTALTIC PUMP	638.70
<b>Total :</b>						<b>638.70</b>
184210	8/24/2020	0001859 ELITE	1059660		PROLAW CONSULTING SERVICE	1,075.00
<b>Total :</b>						<b>1,075.00</b>
184211	8/24/2020	0007161 EWING	12226883		PROS-12 SI HUNTER 12IN POPUP	28.39
<b>Total :</b>						<b>28.39</b>
184212	8/24/2020	0010207 FELIX, LISA	081320		REFUND PARKS RESERVATION	100.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184212	8/24/2020	0010207 0010207 FELIX, LISA			(Continued)	<b>Total : 100.00</b>
184213	8/24/2020	0000326 FRONTIER BUILDING SUPPLY	195707 196058 196151 196342		CEDAR SHINGLES WOOD 4X10X5/8 8' T111 4X10X5/8 8' T111	93.32 312.07 400.06 300.04 <b>Total : 1,105.49</b>
184214	8/24/2020	0009589 GALCO INDUSTRIAL ELECTRONICS	AG2745501		MCG-13.5MNCM MTL CBL GLND PG13.5	21.17 <b>Total : 21.17</b>
184215	8/24/2020	0000349 GRAINGER	9610092596 9614823616		SHCS 18-8 SS 1/4-28X5/8 PK100 LQD TIGHT CONN	12.29 24.09 <b>Total : 36.38</b>
184216	8/24/2020	0002940 GRAY & OSBORNE, INC	22		COMPREHENSIVE STORMWATER MAN	335.69 <b>Total : 335.69</b>
184217	8/24/2020	0004974 GREEN LIGHT SOLUTIONS	8598		MAINTENANCE INSP	1,050.00 <b>Total : 1,050.00</b>
184218	8/24/2020	0002747 GUARDIAN SECURITY	1044364		ALARM MONITORING	764.48 <b>Total : 764.48</b>
184219	8/24/2020	0005311 HB JAEGER COMPANY, LLC	U2016032564		COUPLING	290.98 <b>Total : 290.98</b>
184220	8/24/2020	0000323 HD FOWLER COMPANY	I5533720 I5533721		WATER METER WATER METER	1,067.22 3,201.66 <b>Total : 4,268.88</b>
184221	8/24/2020	0003095 HOME DEPOT CREDIT SERVICES	1022243 1526272 1621288 1623308 2025258 2043417 22423		WHITE 4 POINT PINLOCKS STOPS RUST AUTO LIGHT ROTOR SPRINKLERS LATH SHARP POINT STAPLES 9VOLT 6PACK 3/4 ID 1/2 WALLX6'LONG FOAM	69.50 13.95 93.17 6.49 76.57 33.32 90.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184221	8/24/2020	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			3040056		1X10 PIPE	25.66
			3511332		WHITE HP/DAPTEX PLUS FOAM	115.41
			3521749		PAINT SUPPLIES	132.31
			3521750		PRO CLAW NAIL	54.35
			3624124		1X5 B NIPPLE/1 IN 90D ELBOS	105.34
			42980		NASHUA 324A PREMIUM FOIL	37.45
			5510169		TRIMMER BLOWER	211.23
			5511174		SCHLAGE KEYLESS CAM	129.59
			5511175		NM WIN IN USE LOW PROFILE CVR	9.23
			5511176		SET YOUR OWN COMBI	18.25
			5526841		9VOLT 6PACK	33.32
			5526845		1/4 FNPT X 1/4 I/M PLUG BRASS/SUPPL	267.39
			5621908		COUPLER BRASS	132.55
			9020038		CONDUIT	53.14
			9022539		9PC MAG TAMPERPROOF TORX	81.70
			9130509		PRIME SELECT FASCIA SPF	73.62
			9513920		BLU-LOCK COUPLINGS	7.43
			9514909		COUPLING	6.31
			9526477		BLU-LOCK COUPLINGS	4.18
					<b>Total :</b>	<b>1,882.16</b>
184222	8/24/2020	0010054 HUTCHINSON, CHRIS	TRAVEL ADVANCE		FIELD TRAINING OFFICER ACADEMY	302.50
					<b>Total :</b>	<b>302.50</b>
184223	8/24/2020	0000396 I-COM	Q4 2020-07		4TH QTR 2020 USER FEES	10,239.56
			Q4 2020-08		4TH QTR 2020 USER FEES	99,764.20
					<b>Total :</b>	<b>110,003.76</b>
184224	8/24/2020	0000412 ISLAND COUNTY TREASURER	081920		ISLAND COUNTY TOURISM FUND	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
184225	8/24/2020	0000415 ISLAND DISPOSAL	080320		DUMPSTER CHARGES	21,795.75
					<b>Total :</b>	<b>21,795.75</b>
184226	8/24/2020	0000445 JACKSON HIRSH, INC	1033300		11.5X17.5 10MIL 50/PKG	274.52
					<b>Total :</b>	<b>274.52</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184227	8/24/2020	0000454 JET CITY EQUIPMENT RENTAL	29868 35079 35101 35135		EXCAVATOR RENTAL DUMP-BRUSH & STUMP DUMP CONCRETE DUMP-CONCRETE W/REBAR	1,361.25 284.23 21.74 21.74
<b>Total :</b>						<b>1,688.96</b>
184228	8/24/2020	0010247 JOHNSON, SCOTT	TRAVEL ADVANCE		TACTICAL TRAINING FOR BUILDING EM	215.50
<b>Total :</b>						<b>215.50</b>
184229	8/24/2020	0008553 KNUITSEN, JENNA	081220		TRANSCRIPTION SERVICES	213.75
<b>Total :</b>						<b>213.75</b>
184230	8/24/2020	0000485 KRIEG CONSTRUCTION	50554		3.8HMA-1 3/8 HMA	118.24
<b>Total :</b>						<b>118.24</b>
184231	8/24/2020	0000494 LAKESIDE INDUSTRIES	132713		LIQUID ASPHALT	288.61
<b>Total :</b>						<b>288.61</b>
184232	8/24/2020	0010245 LARSEN, STACY	081220		REFUND PARK RESERVATION	300.00
<b>Total :</b>						<b>300.00</b>
184233	8/24/2020	0000979 LES SCHWAB	41400500595 41400503429 41400503873		TIRES RETREAD/RADIAL TRUCK CASING ALIGNMENT	1,383.64 1,693.38 119.78
<b>Total :</b>						<b>3,196.80</b>
184234	8/24/2020	0000524 LYNDEN ICE	081520		10LB BLOCK	225.00
<b>Total :</b>						<b>225.00</b>
184235	8/24/2020	0000530 MAILLIARD'S LANDING NURSERY	208541 208609 208636 208935 209033 209151 209254 209328 209389		YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE YARD WASTE	262.75 265.55 156.00 273.25 177.00 200.10 303.35 251.90 180.15

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184235	8/24/2020	0000530 MAILLIARD'S LANDING NURSERY	(Continued)			
			209700		YARD WASTE	168.25
			209772		YARD WASTE	149.70
			209903		YARD WASTE	224.25
			210016		YARD WASTE	243.85
			210106		YARD WASTE	154.95
			210147		YARD WASTE	135.70
			210417		YARD WASTE	158.45
			210526		YARD WASTE	150.75
			210627		YARD WASTE	201.15
			210667		YARD WASTE	10.00
			210741		YARD WASTE	203.25
			210870		YARD WASTE	250.50
			211132		YARD WASTE	125.55
			211229		YARD WASTE	140.25
			211323		YARD WASTE	147.25
			211326		YARD WASTE	10.00
			211359		YARD WASTE	10.00
			211446		YARD WASTE	203.25
			211579		YARD WASTE	228.45
			212939		SOIL	52.13
					<b>Total :</b>	<b>5,037.73</b>
184236	8/24/2020	0009139 MANGLONA-CHARLTON, BERNICE	08212020		EXERCISE VIRTUAL CLASS	138.00
					<b>Total :</b>	<b>138.00</b>
184237	8/24/2020	0010246 MARINA DOCK PARTS, LLC	1796		SPARES KIT/PARTS	280.91
					<b>Total :</b>	<b>280.91</b>
184238	8/24/2020	0000660 MARKET PLACE FOOD & DRUG	756190		GROCERY	150.32
			766242		GROCERIES	152.03
					<b>Total :</b>	<b>302.35</b>
184239	8/24/2020	0000197 MILES SAND & GRAVEL COMPANY	1798051		CY 5SK, NA	555.40
			1802421		CY 6SK, AIR	104.35
			1805572		CRUSHED ROCK	586.98

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184239	8/24/2020	0000197 0000197 MILES SAND & GRAVEL COMPANY	(Continued)			<b>Total : 1,246.73</b>
184240	8/24/2020	0000612 NELSON PETROLEUM	0737715-IN		FLUID	1,153.56
						<b>Total : 1,153.56</b>
184241	8/24/2020	0000616 NEW PIG CORPORATION	4905255-00		PIG OIL-ONLY ABSORBENT MAT PAD	745.18
						<b>Total : 745.18</b>
184242	8/24/2020	0000672 OAK HARBOR ACE	325844		DOUBLE CUT KEY	2.17
			328430		LIQUID NAILS	8.69
			328474		WOOD FILLER	10.88
			328505		VALVE REPAIR	26.13
			328508		OVEN CLEANER	15.22
			328591		TOOLS	-25.04
			328592		THERMOMETER INFRARED	-48.99
			328593		TOOLS/SUPPLIES	262.33
			328605		FASTNERS	4.76
			328608		HANGR HOSE/CBL CLAMP/TURNBKL	55.32
			328639		PAINT MARKER	10.00
			328645		SPRYPNT	7.62
			328688		22-18 BULLET	6.53
			328689		BROOM/GLASS CLEANER	70.51
			328695		BIT DRILL	14.35
			328706		DEADBLT/CUT KEY	45.23
			328713		BLEACH SPRAYER	61.77
			328728		BIT DRILL	10.87
			328731		XYLENE	21.77
			328775		BIT DRILL/RIVET	16.30
			328835		FASTNERS	1.00
			328866		SUPPLIES	32.18
			328871		ADAPTER	3.03
			328903		PADLOCK	5.43
			328904		NUT/WASHER	95.17
			328944		SCOUR PAD	8.68
						<b>Total : 721.91</b>
184243	8/24/2020	0000668 OAK HARBOR AUTO CENTER	359013086		COIL SPRING COMP	30.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184243	8/24/2020	0000668 OAK HARBOR AUTO CENTER	(Continued)			
			359013676		WIX XP SPIN ON L	12.37
			359013704		WIX XP CARTRIDGE	9.84
			359013903		STANDARD CAPSULE	6.53
			359013905		SPIN ON LUBE/WIX XP SPIN ON	42.54
			359013929		FUEL/RADIAL/AIR FILTER	40.11
			359013934		FITTINGS	4.70
			359013936		FITTINGS	7.08
			359013941		FITTINGS	-4.70
			359013949		DOT3 BRK FL 32OZ	3.67
			359013963		FITTINGS	1.85
			359014007		FITTINGS	-7.08
			359014062		OXYGEN SENSOR	92.72
			359014229		PURGE VALVE	33.55
			359014237		FUEL	54.62
					<b>Total :</b>	<b>327.80</b>
184244	8/24/2020	0003007 OFFICE DEPOT	2423935213		BINDER/COVER REPORT	19.79
			2427393792		BATTERY POWERBOST	43.51
					<b>Total :</b>	<b>63.30</b>
184245	8/24/2020	0010130 PACIFIC CONSTRUCTION CONSULT	792-07-20		CLEAN WATER FACILITY AUDIT	7,328.00
					<b>Total :</b>	<b>7,328.00</b>
184246	8/24/2020	0003164 PAINTERS ALLEY	P0026834		PAINT	115.29
			P0026849		PAINT	217.58
			P0026943		PAINT	11.63
			P0027059		PAINT	167.54
			P0027068		PAINT	143.60
					<b>Total :</b>	<b>655.64</b>
184247	8/24/2020	0005551 PAPE MACHINERY EXCHANGE	12192448		BRAKE-MAST	170.34
					<b>Total :</b>	<b>170.34</b>
184248	8/24/2020	0000299 PLACE, SANDRA	080520		REIMBURSEMENT	20.00
					<b>Total :</b>	<b>20.00</b>

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184249	8/24/2020	0010242 PORT OF COUPEVILLE	936		CERB GRANT MATCH CONTRIBUTION	5,000.00
<b>Total :</b>						<b>5,000.00</b>
184250	8/24/2020	0004622 POWERS-RANG, LISA	062220		CLOTHES	181.76
<b>Total :</b>						<b>181.76</b>
184251	8/24/2020	0004470 PRICE, CHRIS	080520		REIMBURSEMENT	20.00
<b>Total :</b>						<b>20.00</b>
184252	8/24/2020	0000743 PUGET SOUND ENERGY	200000136776		ELECTRICITY/1301 SE CATALINA DR	35.62
			200000947859		ELECTRICITY/12094 CEMETARY RD	1,582.21
			200001884218		ELECTRICITY/1888 NE 5TH AVE PUMP	12.79
			200002036164		ELECTRICITY/30505 STATE ROUTE 20	60.50
			200002036719		ELECTRICITY/34777 STATE ROUTE 20	29.38
			200002037097		ELECTRICITY/2000 SW SCENIC HEIGH	12.33
			200002037261		ELECTRICITY/1780 SW SPRINGFIELD C	10.39
			200002170617		ELECTRICITY/552 NW CLIPPER DR	9.80
			200002511539		ELECTRICITY/2075 SW FORT NUGENT	108.59
			200003267636		ELECTRICITY/1000 SE IRELAND ST	12.70
			200003459654		ELECTRICITY/1957 FORT NUGENT RD	122.20
			200004342099		ELECTRICITY/650 NE 7TH AVE SEWAGI	10.00
			200004562878		ELECTRICITY/800 SE MIDWAY BLVD LI	52.25
			200004856627		ELECTRICITY/1577 NW 8TH AVE	10.39
			200005643446		ELECTRICITY/NEIL PK & HOLLAND GAF	40.16
			200006103952		ELECTRICITY/5941 STATE ROUTE 20	9.80
			200007702943		ELECTRICITY/700 AV W & MIDWAY	62.00
			200007824192		ELECTRICITY/75 SE JEROME ST	9.89
			200008386993		ELECTRICITY/FABER ST & HARVEST D	10.39
			200008816189		ELECTRICITY/ANNEX	18.48
			200010322895		ELECTRICITY/2330 SW ROSARIO PL	37.90
			200010499248		ELECTRICITY/1948 NW CROSBY AVE	108.83
			200010499446		ELECTRICITY/1661 NE 16TH AVE SEWE	18.77
			200010530240		ELECTRICITY/651 SE BAYSHORE DR LI	30.45
			200010531172		ELECTRICITY/1300 NE BIG BERRY LOC	10.39
			200010531354		ELECTRICITY/1500 S BEEKSMA DR CAI	72.77
			200010531941		ELECTRICITY/800 SE DOCK ST	171.97
			200010699706		ELECTRICITY/1500 S BEEKSMA DR BAI	13.96

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184252	8/24/2020	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200011316839		ELECTRICITY/SR 20 & 650 AV W	256.78
			200011551930		ELECTRICITY/ADULT CARE CENTER	24.28
			200011579964		ELECTRICITY/285 SE JEROME ST	18.57
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	15.99
			200012278087		ELECTRICITY/FIRE STATION	734.97
			200012838765		ELECTRICITY/PIONEER PARK	13.57
			200013370750		ELECTRICITY/MARINA	1,627.33
			200013734963		ELECTRICITY/672 CHRISTIAN RD PUMI	430.61
			200013968405		ELECTRICITY/1540 SE PIONEER WAY L	69.29
			200014151886		ELECTRICITY/1370 SE DOCK ST	27.27
			200014366534		ELECTRICITY/700 AV W & 80 NW	431.17
			200014596478		ELECTRICITY/CITY HALL	665.51
			200015399153		ELECTRICITY/1678 SW 8TH AVE	10.39
			200015618321		ELECTRICITY/600 NE 7TH AVE	92.43
			200015685833		ELECTRICITY/287 SE CABOT DR SWRF	53.84
			200017255619		ELECTRICITY/690 SW HELLER ST WTR	367.01
			200017441482		ELECTRICITY/CITY BEACH	9.80
			200017575347		ELECTRICITY/1367 NW CROSBY AVE S	49.24
			200017653656		ELECTRICITY/3300 OLD GOLDIE RD PL	64.46
			200017654415		ELECTRICITY/1000 SW THORNBERRY I	202.32
			200017853025		ELECTRICITY/2081 NE 9TH AVE SWRPI	10.38
			200017968427		ELECTRICITY/POLICE STATION	1,020.54
			200019043344		ELECTRICITY/90 SE PIONEER WAY LIG	18.77
			200019500517		ELECTRICITY/1137 NW KATHLEEN DR I	51.97
			200020235012		ELECTRICITY/SENIOR CENTER	452.74
			200022441113		ELECTRICITY/980 SW MCCROHAN ST I	34.53
			200023231067		ELECTRICITY/945 E WHIDBEY AVE #B	16.55
			200023360569		ELECTRICITY/700 NW HELLER ST TRAI	36.82
			200024715845		ELECTRICITY/1285 NE TAFTSON ST LIF	30.41
			200025075157		ELECTRICITY/33500 STATE ROUTE 20	74.82
			220002244337		ELECTRICITY/END OF GUN CLUB RD	48.05
			220005593946		ELECTRICITY/1770 NE GOLDIE ST # PL	12.84
			220007681624		ELECTRICITY/2900 N OAK HARBOR RD	12.84
			220014752129		ELECTRICITY/SMITH PARK	10.39
			220015477015		ELECTRICITY/1090 SE PIONEER WAY S	84.04
			220019185945		ELECTRICITY/1501 S BEEKSMA DR SHI	180.89

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184252	8/24/2020	0000743 PUGET SOUND ENERGY	(Continued)			
			220021979996		ELECTRICITY/32460 STATE ROUTE	10.39
			300000005003		ELECTRICITY/PARKS	130.90
			300000007421		ELECTRICITY/STREET LIGHTS	26.39
			300000009906		ELECTRICITY/PARKS	189.01
			300000009906		ELECTRICITY/PARKS	10.39
			300000010409		ELECTRICITY/PARKS	55.85
			300000010458		ELECTRICITY/STREET LIGHTS	79.34
			300000010516		ELECTRICITY/STREET LIGHTS	56.78
					<b>Total :</b>	<b>10,505.37</b>
184253	8/24/2020	0000754 RAINBOW METALS	12882		BRONZE PLAQUE	171.10
					<b>Total :</b>	<b>171.10</b>
184254	8/24/2020	0010243 REPUBLIC WIRELESS, INC	081220		REFUND BUSINESS LICENSE	25.00
					<b>Total :</b>	<b>25.00</b>
184255	8/24/2020	0000965 REVENUE, WASHINGTON STATE DEPT OF	082320		UNCLAIMED PROPERTY	962.26
					<b>Total :</b>	<b>962.26</b>
184256	8/24/2020	0000774 ROGERS MACHINERY COMPANY, INC	1233531		SERVICE	322.34
					<b>Total :</b>	<b>322.34</b>
184257	8/24/2020	0008549 RUSH, GEORGE	954915		MODIFY HAND RAIL	1,087.22
					<b>Total :</b>	<b>1,087.22</b>
184258	8/24/2020	0010244 SEATTLE CHRISTIAN COUNSELING	081220		REFUND BUSINESS LICENSE	25.00
					<b>Total :</b>	<b>25.00</b>
184259	8/24/2020	0008963 SEMRAU ENGINEERING AND SURVEY	5749C-3		GENTLE DENTISTRY	33.75
			5749N-12		STABIL	472.50
			5749W-18		HILLSIDE PRD	1,687.50
			5923B-11		WOODS PLAT	1,147.50
			5923I-4		TOWN COUNTRY	168.75
			5923M-3		PCM STAPLE BLA	901.25
			5923N-2		MCKINNEY PLACE	2,092.50
			5923O-2		WEST BROWN	607.50
			5923P-1		PASEK REVIEW	490.50

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184259	8/24/2020	0008963 SEMRAU ENGINEERING AND SURVEY	(Continued) 5923Q-1		CROSBY RV	67.50
					<b>Total :</b>	<b>7,669.25</b>
184260	8/24/2020	0000810 SETINA MANUFACTURING COMPANY	209252		ALUM BUMPER ION	969.85
					<b>Total :</b>	<b>969.85</b>
184261	8/24/2020	0003783 SHERWIN-WILLIAMS CO	9023-2		PAINT	26.92
					<b>Total :</b>	<b>26.92</b>
184262	8/24/2020	0000822 SHRED-IT USA, INC	8180175640 8180175742		SHREDDING SHREDDING	270.00 223.25
					<b>Total :</b>	<b>493.25</b>
184263	8/24/2020	0010250 SIMPLY YARDS	51027		WINDJAMMER PARK PLANTER MAIN	1,317.69
					<b>Total :</b>	<b>1,317.69</b>
184264	8/24/2020	0000831 SIX ROBBLEES', INC	14-402801		OIL SEAL	108.33
					<b>Total :</b>	<b>108.33</b>
184265	8/24/2020	0000814 SKAGIT FARMERS SUPPLY	539065		NULIFE MEDIUM BARK NUGGETS	65.23
					<b>Total :</b>	<b>65.23</b>
184266	8/24/2020	0000853 SKAGIT RIVER STEEL & RECYCLING	107755		PLATE A-36 3/16	261.64
					<b>Total :</b>	<b>261.64</b>
184267	8/24/2020	0002901 SMITH & LOVELESS, INC	146347		60D46-113/IMPLR CCW 11 3/8	1,847.57
					<b>Total :</b>	<b>1,847.57</b>
184268	8/24/2020	0000843 SOLID WASTE SYSTEMS, INC	0125576-IN		DISPLAY-MUST PROGRAM	801.83
					<b>Total :</b>	<b>801.83</b>
184269	8/24/2020	0000846 SOUND PUBLISHING, INC	WNT905353 WNT905562 WNT905877		CITY NOTICES CITY NOTICES LEGAL NOTICES	38.63 13.08 115.20
					<b>Total :</b>	<b>166.91</b>
184270	8/24/2020	0003883 STAPLES BUSINESS ADVANTAGE	3451613344		INK CARTRIDGE	186.63

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184270	8/24/2020	0003883 STAPLES BUSINESS ADVANTAGE	(Continued)			
			3452113318		INK CARTRIDGE	93.21
			3452113321		LASERJET TONER/CORR TAPE	364.01
			3452887857		FILE	37.00
			3452887864		24 1920X1080 LED SPKRS	914.69
			3452887872		LOGITECH WIRELESS	96.34
			3452887882		SHARP CALC	59.98
			3453513565		24 1920X1080 LED SPKRS	914.69
			3453513568		FOLDER	57.35
			3453513572		POCKETS	27.21
			3453513579		DYMO TAPE	28.29
			3453513580		HVYDUTYDATE	56.99
			3453513583		EPSON INK CARTRIDGE	82.95
			3453513585		27IN LED FULL HD MULTIMEDIA	166.61
			3453982558		RULER/BINDER	177.70
			3453982560		OFFICEJET PRINTER	980.07
					<b>Total :</b>	<b>4,243.72</b>
184271	8/24/2020	0000874 SURETY PEST CONTROL	1352571		PEST CONTROL	31.58
			1352573		PEST CONTROL	44.65
			1352575		PEST CONTROL	44.65
			1352577		PEST CONTROL	33.76
			1352583		PEST CONTROL	31.58
			1354004		PEST CONTROL	54.45
			1355068		PEST CONTROL	78.95
			1359804		PEST CONTROL	59.90
					<b>Total :</b>	<b>379.52</b>
184272	8/24/2020	0010211 TRANTECH ENGINEERING, LLC	2020015-02		PROFESSIONAL FEES	697.43
					<b>Total :</b>	<b>697.43</b>
184273	8/24/2020	0000923 UNITED PARCEL SERVICE	0000A0182W310		GROUND COMMERCIAL	10.56
					<b>Total :</b>	<b>10.56</b>
184274	8/24/2020	0000932 VERIZON WIRELESS	9860348912		CURRENT COMM CHARGES	6,787.95
					<b>Total :</b>	<b>6,787.95</b>

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184275	8/24/2020	0010249 WALLIN, RON	082120		PLN-19-28 REIMBURSE 80% OF THE PE	1,350.40
<b>Total :</b>						<b>1,350.40</b>
184276	8/24/2020	0009906 WENDELL, GREG	TRAVEL ADVANCE		FIELD TRAINING OFFICER ACADEMY	302.50
<b>Total :</b>						<b>302.50</b>
184277	8/24/2020	0000995 WEST, GARY	060120		PREMIUM REIMBURSEMENT APRIL-JUN	433.80
			081220		OUT OF POCKET EXPENSES	110.00
<b>Total :</b>						<b>543.80</b>
184278	8/24/2020	0004644 WESTERN SAFETY PRODUCTS, INC	192803-1		WATER FILLED BARACADE	10,469.44
<b>Total :</b>						<b>10,469.44</b>
184279	8/24/2020	0001039 WESTERN TRUCK CENTER	026P12805		3687334RXCUM-C	-99.08
			PLF109603-M1		2020 PETERBILT 520	232,688.90
			PLF109605-M1		2020 PETERBILT 520	327,667.58
<b>Total :</b>						<b>560,257.40</b>
184280	8/24/2020	0001017 WHIDBEY PRINTERS	51298		FIRE & LIFE SAFETY INSP	578.23
			51310		BUSINESS CARDS	76.23
			51311		BUSINESS CARDS	136.13
			51314		#10 WINDOW ENVELOPES	302.74
<b>Total :</b>						<b>1,093.33</b>
184281	8/24/2020	0001010 WHIDBEY TELECOM	180940		ALARM MONITORING	43.48
<b>Total :</b>						<b>43.48</b>
184282	8/24/2020	0006969 WITMER PUBLIC SAFETY GROUP	E1984748		FIRE BOOTS	371.34
<b>Total :</b>						<b>371.34</b>
184283	8/24/2020	0001061 XEROX CORPORATION	010736053		JUNE 2020 COPIER RENTAL	346.11
			010736054		JUNE 2020 COPIER RENTAL	344.79
			010736055		JUNE 2020 COPIER RENTAL	709.72
			010736056		JUNE 2020 COPIER RENTAL	540.06
			010736058		JUNE 2020 COPIER RENTAL	621.76
			011029815		JULY 2020 COPIER RENTAL	266.33
<b>Total :</b>						<b>2,828.77</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184284	8/24/2020	0009092 XEROX FINANCIAL SERVICES	2185531		COPIER RENTAL	615.50
			2185532		COPIER RENTAL	148.67
			2227943		JULY2020 COPIER RENTAL	652.31
			2227944		COPIER RENTAL	266.71
<b>Total :</b>						<b>1,683.19</b>
184285	8/24/2020	0000355 ZIPLY FIBER	007-9244		CURRENT PHONE CHARGES	259.21
			675-2111		CURRENT PHONE CHARGES	70.34
<b>Total :</b>						<b>329.55</b>
<b>116 Vouchers for bank code : bank</b>						<b>Bank total : 3,963,873.20</b>
<b>116 Vouchers in this report</b>						<b>Total vouchers : 3,963,873.20</b>

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
184160	8/17/2020	0004903 US BANK	4485591002386419		CREDIT CARD PURCHASES	4,824.13	
<b>Total :</b>						<b>4,824.13</b>	
184161	8/17/2020	0004903 US BANK	4485591002298200		CREDIT CARD PURCHASES	997.40	
<b>Total :</b>						<b>997.40</b>	
184162	8/17/2020	0004903 US BANK	4485591002299422		DISCOUNTMUGS	965.04	
<b>Total :</b>						<b>965.04</b>	
184163	8/17/2020	0004903 US BANK	4485590004137259 4485590004137259		CREDIT CARD PURCHASES FINANCE CHARGE	876.68 8.76	
<b>Total :</b>						<b>885.44</b>	
184164	8/17/2020	0004903 US BANK	4485591002299083		JOB POSTING/TRAINING	727.52	
<b>Total :</b>						<b>727.52</b>	
184165	8/17/2020	0004903 US BANK	4485590005638313		FACEBOOK RECRUITMENT	130.59	
<b>Total :</b>						<b>130.59</b>	
184166	8/17/2020	0004903 US BANK	4485591000646855		INTL CODE COUNCIL INC	100.00	
<b>Total :</b>						<b>100.00</b>	
184167	8/17/2020	0004903 US BANK	4485591002332199		CREDIT CARD PURCHASES	49.00	
<b>Total :</b>						<b>49.00</b>	
184168	8/17/2020	0004903 US BANK	4485591002279598		CREDIT CARD PURCHASES	32.66	
<b>Total :</b>						<b>32.66</b>	
184169	8/17/2020	0004903 US BANK	4485590004137119		HOSTEK.COM	20.99	
<b>Total :</b>						<b>20.99</b>	
<b>10 Vouchers for bank code :</b>					bank	<b>Bank total :</b>	<b>8,732.77</b>
<b>10 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>8,732.77</b>

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Voucher List  
City of Oak Harbor

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Bank code : bank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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City of Oak Harbor  
City Council Agenda Bill

Bill No. 4.b.  
Date: September 1, 2020  
Subject: Minutes: Regular Council  
Meeting of August 18, 2020 and  
Council Workshop of August  
26, 2020

**FROM: Administration, City Clerk**

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

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

**RECOMMENDED ACTION**

Approval of Minutes of the Regular Council Meeting of August 18, 2020 and the Council Workshop of August 26, 2020.

**BACKGROUND / SUMMARY INFORMATION**

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [August 18, 2020 Regular Council Meeting](#)
2. [August 26, 2020 Workshop Minutes](#)

Oak Harbor City Council  
Regular Meeting Minutes  
August 18, 2020

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**Due to COVID-19, there was no physical meeting location per WA Proclamation 20-28. The meeting was available to view via YouTube and was telephonically available at (623) 404-9000, Meeting ID 148 966 1329**

### 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, City staff and guest presenters were participating via teleconference. Staff sitting in Council Chambers, including the City Administrator and support staff, were all physically distanced at least six feet apart and would be wearing masks when not speaking. Mayor Severns thanked the community, the Council and staff for continuing to work with the City to adapt to the requirements related to COVID-19 for public meetings and physical distancing. He noted more information regarding COVID-19 and its impacts on City services could 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  
Councilmember Millie Goebel

Staff Present: Videoconference

City Administrator Blaine Oborn  
Interim Finance Director Mike Bailey  
Public Works Director Cathy Rosen  
Interim Development Services Director Cac Kamak  
City Engineer Jim Bridges  
Associate Planner Ray Lindenburg  
Project Engineer Brett Arvidson  
Operations Manager Hank Nydam  
Fire Chief Ray Merrill  
Police Chief Kevin Dresker  
Human Resources Generalist Kim Andrews  
Interim City Attorney Anna Thompson  
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 and newly hired Development Services Director David Kuhl who starts officially August 31<sup>st</sup>.

### EXCUSE ABSENT COUNCILMEMBERS

Mayor Severns noted Councilmember Hizon had indicated she had a conflict and would attempt to attend later if able.

## 1. APPROVAL OF AGENDA

Mayor Severns reported staff requested removal of items 4.d. US Navy Right of Entry – City of Oak Harbor Marina, and item 8.a. Wet Fiber Agreement with the City of Anacortes. Both items are pending return receipt of signed documents by the respective parties that had been anticipated to arrive prior to this meeting. Councilmember Servatius moved to remove the items as requested, seconded by Councilmember Wasinger. The vote on the motion carried unanimously and the agenda was approved as amended.

## 2. PRESENTATIONS

### a. Proclamations

None.

### b. Honors & Recognitions

None.

### c. Community Presentations

Oak Harbor Youth Sailing Organization: Annual Presentation. Larry Munns, President, introduced Max Van Dam, Program Intern to provide the presentation, which included background history of the 17-year organization and its affiliation and partnership with the City and the Oak Harbor Marina.

Councilmembers Woessner and Servatius and Mayor Severns provided their respective comments.

## 3. CITIZEN COMMENT PERIOD

Mayor Severns reported on whether any public comments were received. Public comment could be submitted to the City Clerk via email or by phone prior to the meeting or by phone prior to an agenda item. One public comment was received and was submitted to the Council, although it was not noted as specific to this meeting and therefore not recorded in these minutes.

## 4. CONSENT AGENDA

### Consent Items

- a. Approval of Payroll and Accounts Payable Vouchers
- b. Minutes of August 5, 2020 Special Meeting
- c. Downstairs City Hall Copier Contract
- d. US Navy Request for Right of Entry – City of Oak Harbor Marina – this item was removed
- e. Veterans Memorial Park Waterfront Trail Enhancement – Local Agency Agreement Supplement #3
- f. Windjammer Promenade Ramp – Final Contract Voucher Certificate

**Motion:** Mayor Severns noted the Council had approved removal of item d. US Navy Request for Right of Entry. Hearing no objection, the consent agenda was approved as amended and all remaining items approved as presented.

## 5. MAYOR, COUNCIL & STAFF COMMENTS

### a. Mayor

Mayor Severns provided his respective comments and announcements. He noted there are several road construction projects underway throughout the City, including transportation benefit projects. More information can be found on the City's Facebook page or website.

Mayor Severns noted Open Air Thursdays continue in Downtown Oak Harbor every Thursday in August from 3-7 p.m. hosted by the Oak Harbor Main Street Association, the Greater Oak Harbor Chamber of Commerce and the City of Oak Harbor. Information can be found on the Chamber's website or Facebook page.

### b. Councilmembers

Councilmember Mack welcomed newly appointed Councilmember Goebel to her first full meeting.

Councilmember Servatius noted a desire to have further conversation regarding the LTAC process.

**Motion:** Councilmember Servatius moved to place the 2021 LTAC discussion on the September 1, 2020 regular council meeting agenda. Councilmember Wasinger seconded the motion. The vote on the motion carried unanimously.

Councilmember Servatius inquired whether the punch list update for Windjammer Park would continue to be provided at the first meeting of every month. Mayor Severns and Administrator Oborn confirmed this.

### c. City Administrator

City Administrator Oborn provided his respective comments and announcements. He thanked City staff for handling the additional challenges of COVID-19 in continuing to operate as smoothly as possible.

## 6. PUBLIC HEARINGS & PUBLIC MEETINGS

- a. None.

## 7. ORDINANCES & RESOLUTIONS

- a. None

## 8. CONTRACTS & AGREEMENTS

- a. Wet Fiber Agreement with the City of Anacortes – this item was removed from their agenda.
- b. Development Services Director Employment Contract

Human Resources Generalist Kim Andrews reported Mr. David Kuhl had been selected from a field of 19 candidates as the City's new Development Services Director. Mr. Kuhl joins the City from prior positions in Arlington and Woodinville.

Mayor Pro Tem Munns and Councilmembers Mack, Goebel and Wasinger provided their respective questions and comments. Mayor Severns welcomed David and thanked Interim Development Services Director Cac Kamak for heading the department the last several months.

**Motion:** Councilmember Woessner moved to confirm the Mayor's appointment of David Kuhl to the position of Development Services Director and approval of the employment contract with David Kuhl as the Development Services Director for the City of Oak Harbor and authorize the Mayor to sign it. The motion was seconded by Councilmember Wasinger. The motion passed unanimously. David thanked the Mayor and Council and noted he looked forward to great partnerships with the community.

## 9. OTHER ITEMS FOR CONSIDERATION

### a. Budget Consideration – Police Body Cameras

Chief of Police Dresker provided the Council with a presentation regarding body cameras and an estimation of the costs associated for consideration in preparing the next biennial budget. The Oak Harbor Police currently do not have body cameras but do have cameras in vehicles. Chief Dresker noted the current cameras are unreliable and some are out of warranty. Presently, no fund is set up for their replacement. He compared the costs of body cameras to those used in vehicles and reviewed benefits and concerns. Chief Dresker provided a breakdown of the cost of body cameras and warranties under a state contract of \$125,000 which could be spread out over a 5-year period.

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

**Motion:** Councilmember Woessner moved to authorize the Mayor to sign a 5-year contract with Axon valued at up to \$125,000 to provide body cameras and equipment needed for the police department. Councilmember Wasinger seconded the motion. Councilmember Servatius clarified that Councilmember Woessner's motion was purposefully different from the suggested motion in the Council meeting packet in regard to the words "up to". Councilmember Woessner affirmed this. The vote on the motion carried unanimously. In response to questions from Mayor Pro Tem Munns, Interim City Attorney Thompson noted the procedure and use of body cameras had been discussed with the prosecutor and police department, as well as proper training and retention of recordings.

## 10. REPORTS & ITEMS FOR DISCUSSION

None.

## 11. EXECUTIVE SESSION

Mayor Severns announced that the City Council would go into executive session for the purpose of discussing a Real Estate acquisition matters pursuant to RCW 42,30,110 (1) (ii) (b) (c) with factors that bear upon price including property location, condition, possible uses, and economic development; and to discuss with legal counsel Potential Litigation matters pursuant to RCW 42.30.110 (1) (i). Mayor

Severns noted executive session was anticipated to last for forty minutes and action might or might not be taken upon return to the open session. Executive Sessions are not open to the public.

The Council entered into Executive Session in a private teleconference at 8:00 p.m.

At 8:37 p.m. Mayor Severns announced that the Executive Session would be extended by one half hour to 9:10 p.m. Mayor Pro Tem Munns moved to extend the Council meeting past 9:00 p.m.. Councilmember Wasinger seconded the motion, which carried unanimously. At 9:07 p.m. Mayor Severns announced the Executive Session would be extended an additional 20 minutes to 9:30 p.m.

At 9:30 p.m., the Council came out of Executive Session and resumed the open session. Mayor Severns asked for any discussion or action regarding the matters discussed.

**Motion:** Mayor Pro Tem Munns moved to authorize the Mayor to extend the period of discussion regarding the Navy Request for Quotation N4425518T7002 from September 1, 2020 to December 31, 2020. The motion was seconded by Councilmember Wasinger. The motion passed unanimously.

## **ADJOURN**

**Motion:** There being no further business, Councilmember Servatius moved to adjourn, second by Councilmember Wasinger. The motion was approved by a unanimous vote, therefore the meeting adjourned at 9:32 p.m.

Certified by Julie Lindsey, City Clerk

Oak Harbor City Council  
Workshop Meeting Minutes  
August 26, 2020

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**CALL TO ORDER**

Mayor Severns called the meeting to order at 2:00 p.m.

**Due to COVID-19, there was NO physical meeting location per WA Proclamation 20-28. Meeting was viewable live via YouTube and was telephonically available at (623)404-9000, Meeting ID: 149 766 1467 (NOTE: Audio only, Workshop Meetings do not normally include public comment).**

**ROLL CALL**

City Council Present: Videoconference

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

Staff Present: Videoconference

City Administrator Blaine Oborn  
Public Works Director Cathy Rosen  
Interim Development Services Director Cac Kamak  
City Engineer Jim Bridges  
Senior Planner Dennis Lefevre  
Fire Chief Ray Merrill  
Police Chief Kevin Dresker  
Human Resources Generalist Kim Andrews  
Interim City Attorney, Anna Thompson  
Accountant Tallie Boyer  
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

**MAYOR**

Mayor Severns welcomed all attending via videoconferencing. He explained that due to COVID-19 there was no physical meeting and only minimal staff and the City's videographer were in attendance in Council Chambers.

a. COUNCIL TRAINING FROM WCIA

Mayor Severns noted with the recent appointment of a new council member, this was an appropriate time to provide updates and training to the Council, He introduced City Consulting Attorney Grant Weed and Anne Bennett, Executive Director of the Washington Cities Insurance Authority (WCIA), who provided background regarding the Authority, which is a shared risk pool, and led a training that included the following items:

- Insurance Services
- Risk Management

- Common Liability Exposures
- Land Use and the Use of a Hearing Examiner
- Quasi-judicial versus Legislative Policy
- Personnel
- Public Works
- Executive Sessions
- Open Government, Written Communications and the Open Public Meetings Act
- Separation of Powers and Roles

Councilmembers Servatius and Goebel provided their respective comments and questions.

**b. DISCUSSION REGARDING THE MAYORAL APPOINTMENT OF CITY ATTORNEY**

Mayor Severns noted staff would be bringing an item forward at the next City Council meeting to confirm his appoint the firm of Weed Graafstra & Associates, Inc. , P.S. as the Oak Harbor City Attorney and to authorize the execution of an agreement for legal services for the period of September 1, 2020 to August 31, 2021. He observed the City has used the firm’s services since 2014.

Mayor Pro Tem Munns provided her respective comments.

**DEVELOPMENT SERVICES**

**a. HOUSING ACTION PLAN UPDATE**

Interim Development Services Director Kamak and Senior Planner Lefevre provided an update regarding the City’s Housing Action Plan and described efforts underway. Of note was the City’s work with LDC Consultants and utilizing an \$80,000 grant from the Department of Commerce. Staff will analyze the current population trends, cost burdening and housing needs and will present an assessment in October. The City has implemented a public involvement plan and has a fourteen-member stakeholder’s group which met initially in July and is scheduled to meet again in October. The Actin Plan moving forward will also involve Island County and the US Navy.

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

**b. SHORELINE MASTER PROGRAM PERIODIC REVIEW: PROGRESS REPORT**

Interim Development Services Director Kamak and Senior Planner Lefevre provided a brief update on the progress of the review of the Shoreline Master Program. Items to be reviewed and incorporated include Department of Ecology rules and amendments, new information from coastal geologic services including bluff conservancy, sea level rise and consistency with local and regional regulations and plans.

Staff anticipates the next report to Council in early fall.

## **ADMINISTRATION**

### **a. CITY ADMINISTRATOR REPORT**

City Administrator Oborn provided the Council with his monthly report, noting this month marked his two-year anniversary with the City. Highlights of his report included:

- Arts Commission updates
- Legislative Outreach and advocacy for the Joint Planning Area
- The Oak Harbor Main Street Association
- CARES Grant funding
- Growth Management Act
- Broadband County Feasibility Study
- Progress on an agreement for fiber with the City of Anacortes.
- Communications, the Mayor's Snapshot and information provided by the City's Public Information Officer, Sabrina Combs.
- Information Technology, tracking a scope of work and projects
- Appreciation to Interim Development Director Kamak for his service and welcome to newly hired Director David Kuhl.
- Progress on the hiring process for a new Finance Director
- The retirement this week of Operations Manager Hank Nydam after 37 years of outstanding service to the City.
- The upcoming retirement of Captain Don Baer from the Oak Harbor Fire Department
- And an update on Council's commitment to purchase body cameras for the Police Department and cost reductions.
- Public Works updates including a letter of extension to the US Navy, Waterfront pedestrian improvements, street paving improvements underway.
- The sale of the Senior Services bus

Mayor Pro Tem Munns provided her respective comments and questions.

## **CITY COUNCIL**

Mayor Severns credited the City's Department Heads for finding solutions for staff in light of the pandemic. Administrator Oborn noted staff continues to look at cost savings and the use of COVID-19 funding.

## **ADJOURN**

There being no further reports or discussions, Mayor Severns adjourned the workshop meeting at 4:00 p.m.

Certified by Julie Lindsey, City Clerk

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

Bill No. 4.c.  
Date: September 1, 2020  
Subject: Confirm Mayoral Appointment  
of the City Attorney and  
Authorize Execution of a  
Professional Services  
Agreement: Weed, Graafstra &  
Associates, Inc., P.S. for City  
Attorney Services

**FROM: Mayor Severns**

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

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

**RECOMMENDED ACTION**

Confirm the Mayor's appointment of Weed, Graafstra and Associates, Inc., P.S. as the Oak Harbor City Attorney and Authorize Execution of an Agreement for Legal Services beginning September 1, 2020 to August 31, 2021.

**BACKGROUND / SUMMARY INFORMATION**

The City Attorney position has been vacant since the end of December 2019. Assistant City Attorney Anna Thompson was appointed as the as the Interim City Attorney at the Regular City Council Meeting on February 18, 2020, effective March 1, 2020. The interim appointment was extended on June 1, 2020, and the appointment expires on September 1, 2020.

Since 2012, the City has contracted with Weed, Graasfra and Associates for either Interim and City Attorney services or special counsel services. The principal shareholder Grant Weed served as Interim City Attorney beginning in June of 2012, and was appointed as the City Attorney from October 2012 to August 2014. The firm has been especially helpful during the 2020 interim appointment period and COVID-19 state of emergency, providing legal support services to help meet the needs of the City's legal obligations. Executing the agreement for legal services as the City Attorney will supersede the current Retainer Agreement with the firm, attached as Exhibit No. 3.

Weed, Graafstra and Associates has an emphasis in municipal law, including land use, open public meetings, public records, public works contracting, utilities, public real estate acquisitions, negotiating federal contracts, tribal agreements, risk management and employment. Grant Weed has 40 years of experience and has focused his entire career on the practice of municipal law,

beginning as an Assistant City Attorney for the City of Everett in 1980. Super Lawyers rating service for outstanding lawyers with a high-degree of peer recognition and professional achievement selected Grant Weed as a Top Rated Super Lawyer for the years 2002-2004 and 2008-2015. Weed, Graafstra and Associates comes highly recommended and is currently representing a number of cities in Western Washington, including the Cities of Snohomish and Stanwood, Town of Coupeville, and general counsel for Snohomish Health District and Olympic View Water and Sewer District. The firm also serves as special counsel for numerous other Washington cities and for the Washington Cities Insurance Authority (WCIA). Collectively, their attorneys have over 100 years of experience representing municipalities on a variety of legal matters.

From a departmental perspective, legal requests for assistance would be initially screened by Mr. Weed and delegated to the legal department staff as appropriate. Weed, Graastra and Associates would assume overall management of the City's caseload, including administrative and supervisory functions of the legal department, with Anna Thompson's assistance. As department head of the Legal Department, the firm would maintain appropriate coordination with City Administration.

When in-person meetings resume, the firm would offer in-person office hours at City Hall once or twice a week. One of those days could be the day of the staff meeting. When not doing Oak Harbor work, they would not bill the City. When Weed, Graasfra and Associates served as the City Attorney from 2012 to 2014, they successfully handled the caseload management and office administration. The Legal Department staff have worked with Grant Weed and his team during the firm's appointment as City Attorney and have maintained a solid working relationship with Mr. Weed and his firm since that time. The employees in the legal department look forward to the firm's experienced leadership and skills, and welcome Mr. Weed's competent administration and supervision.

Over the years, the City has cultivated a strong working relationship with Weed, Graafstra and Associates, and the Mayor finds that the firm can best serve in the role of City Attorney. The Mayor appoints Weed, Graafstra and Associates as the Oak Harbor City Attorney and asks that the City Council confirm this appointment pursuant to OHMC 2.06.010.

## **LEGAL AUTHORITY**

OHMC 2.06.010

## **FISCAL IMPACT**

Currently, the City Attorney's budgeted salary and benefits for the year 2020 is \$174,926.00. Weed, Graafstra and Associates can operate within that budgeted amount for the term of their contract, barring any extraordinary or unanticipated issues. The firm anticipates providing up to 72 hours per month at the contracted rate of \$195/hour. There may be cost savings from what has been budgeted as the Assistant City Attorney will be able to work on case assignments as delegated from Weed, Graafstra and Associates.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

This item was presented at the City Council Workshop held August 26, 2020.

**ATTACHMENTS**

1. [2020 Retainer Agreement for Legal Services with Weed, Graafstra and Associates](#)
2. [2020 Retainer Agreement showing changes to current 2019 Retainer Agreement](#)
3. [2019 Retainer Agreement for Legal Services with Weed, Graafstra and Associates](#)

**RETAINER AGREEMENT  
FOR MUNICIPAL LEGAL AND SUPPORT SERVICES**

**I - PARTIES/EMPLOYMENT**

The CITY OF OAK HARBOR (hereinafter "CITY") agrees to retain the law firm of WEED, GRAAFSTRA AND ASSOCIATES, INC., P.S., 110 Cedar Avenue, Suite 102, Snohomish, Washington, and said law firm (hereinafter "ATTORNEY") agrees to provide municipal law services and legal support services on the terms and conditions stated below. By entering this Agreement, the Mayor hereby appoints the firm as City Attorney pursuant to OHMC 2.06.010 and the City Council confirms the appointment.

**II - QUALITY OF SERVICES**

The ATTORNEY shall perform all legal services covered by this Agreement in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

**III - COMPENSATION**

A. Basic Services: Basic City Attorney services shall be charged at the rate of \$195.00 per hour and may consist of:

1. To provide municipal law services and support to the Mayor, Councilpersons, City Administrator, and administrative heads of the various departments of the CITY under the direction of the Mayor, and City Administrator.
2. To perform tasks as required under OHMC 2.06.010, to oversee and supervise the City's legal department and personnel, to intake and assign requests for legal assistance and to keep the Mayor and City Administrator fully apprised.
3. To prepare such ordinances, resolutions, and instruments as the Mayor, City Council and City Administrator may direct, to render legal advice on all civil and criminal matters, and to prepare or review such correspondence, contracts, easements, and instruments as may be necessary and appropriate. To perform such other municipal legal services as requested.

B. Additional Services: The CITY shall pay the ATTORNEY for the following additional or special legal services at the rate of \$205.00 per hour, or, if said services are performed by a paralegal in the ATTORNEY's office the same shall be compensated at the rate of \$150.00 per hour:

1. Meetings. Attendance, at the request of the Mayor or City Administrator, at evening meetings of CITY boards commissions or committees.

2. Local Improvement Districts. All legal services performed in connection with the formation and financing of any LID or ULID (although it is understood that the primary responsibility for this type of legal work will fall under the exceptions referred to in paragraph V below).

C. Litigation. The CITY shall pay the ATTORNEY for all superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the CITY itself, at the rate of \$210.00 per hour.

D. Time Records. In order to determine appropriate compensation, the ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.

E. Time for Payment. The CITY shall pay all compensation provided herein to the ATTORNEY on a monthly basis, and within two weeks of the date on which each billing statement is received.

#### IV - REIMBURSEMENT

In addition to compensation for the legal services specified above, the CITY shall reimburse the ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, long distance phone calls, library charges for municipal law books, and the cost of travel, at the hourly rate one way, lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys which shall be pro-rated. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

**V - EXCEPTIONS**

This Agreement shall not cover legal representation relating to insurance defense, the formation and financing of local improvement districts, or other specialized fields where it is agreed by the parties that other outside legal counsel should be retained.

**VI - INSURANCE COVERAGE**

The ATTORNEY shall provide errors and omissions, and malpractice insurance coverage, while providing services under this Agreement. Provided, the CITY shall indemnify and hold the ATTORNEY harmless from any and all claims brought by third parties against the ATTORNEY acting in said capacity.

**VII – EMPLOYMENT**

The CITY agrees for a period of two years from the effective date of this Agreement it shall not employ or contract with any employee, former employee or independent contractor of WEED, GRAAFSTRA AND ASSOCIATES, INC., P.S., for services. This provision shall survive expiration and/or termination of this Agreement.

**VIII - EFFECTIVE DATE AND DURATION**

This Agreement shall supersede and replace all previous agreements and shall take effect upon full execution and shall continue for one year or until terminated or renegotiated by either party upon 60 days' written notice.

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

WEED, GRAAFSTRA AND ASSOCIATES, INC., P.S.

CITY OF OAK HARBOR

By:   
GRANT K. WEED, PRESIDENT

By: \_\_\_\_\_  
ROBERT SEVERNS, MAYOR

ATTEST:

By: \_\_\_\_\_  
JULIE LINDSEY, CITY CLERK

**RETAINER AGREEMENT  
FOR MUNICIPAL LEGAL AND SUPPORT SERVICES**

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**III - COMPENSATION**

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1. To provide municipal law services and support to the Mayor, Councilpersons, City Administrator, ~~City Attorney~~ and administrative heads of the various departments of the CITY under the direction of the Mayor, and City Administrator, ~~and City Attorney~~.

2. To perform tasks as required under OHMC 2.06.010, to oversee and supervise the City's legal department and personnel, to intake and assign requests for legal assistance and to keep the Mayor and City Administrator fully appraised.

3.2. To prepare such ordinances, resolutions, and instruments as the Mayor, City Council and City Administrator may direct, to render legal advice on all civil and criminal matters, and to prepare or review such correspondence, contracts, easements, and instruments as may be necessary and appropriate. To perform such other municipal legal services as requested.

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and Association of Municipal Attorneys which shall be pro-rated. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

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#### **VII – EMPLOYMENT**

The CITY agrees for a period of two years from the effective date of this Agreement it shall not employ or contract with any employee, former employee or independent contractor of WEED, GRAAFSTRA AND ASSOCIATES, INC., P.S., for services. This provision shall survive expiration and/or termination of this Agreement.

**VIII - EFFECTIVE DATE AND DURATION**

This Agreement shall supersede and replace all previous agreements and shall take effect ~~upon full execution on January 1, 2019~~ and shall continue ~~for one year or indefinitely~~ until terminated or renegotiated by either party upon 60 days' written notice.

DATED this \_\_\_\_ day of \_\_\_\_\_, ~~2019~~2020.

WEED, GRAAFSTRA AND ASSOCIATES, INC., P.S.

CITY OF OAK HARBOR

By: \_\_\_\_\_  
GRANT K. WEED, PRESIDENT

By: \_\_\_\_\_  
ROBERT SEVERNS, MAYOR

ATTEST:

CITY CLERK

By: \_\_\_\_\_  
~~JULIE LINDSEY, CARLA BROWN,~~

**RETAINER AGREEMENT  
FOR MUNICIPAL LEGAL AND SUPPORT SERVICES**

**I - PARTIES/EMPLOYMENT**

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B. Additional Services: The CITY shall pay the ATTORNEY for the following additional or special legal services at the rate of \$205.00 per hour, or, if said services are performed by a paralegal in the ATTORNEY's office the same shall be compensated at the rate of \$150.00 per hour:

1. Meetings. Attendance, at the request of the Mayor or City Administrator, at evening meetings of CITY boards, City Council, commissions or committees.

2. Local Improvement Districts. All legal services performed in connection with the formation and financing of any LID or ULID (although it is understood that the primary responsibility for this type of legal work will fall under the exceptions referred to in paragraph V below).

C. Litigation. The CITY shall pay the ATTORNEY for all superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the CITY itself, at the rate of \$210.00 per hour.

D. Time Records. In order to determine appropriate compensation, the ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.

E. Time for Payment. The CITY shall pay all compensation provided herein to the ATTORNEY on a monthly basis, and within two weeks of the date on which each billing statement is received.

#### IV - REIMBURSEMENT

In addition to compensation for the legal services specified above, the CITY shall reimburse the ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, long distance phone calls, library charges for municipal law books, and the cost of travel, at the hourly rate one way, lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys which shall be pro-rated. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

**V - EXCEPTIONS**

This Agreement shall not cover legal representation relating to insurance defense, the formation and financing of local improvement districts, or other specialized fields where it is agreed by the parties that other outside legal counsel should be retained.

**VI - INSURANCE COVERAGE**

The ATTORNEY shall provide errors and omissions, and malpractice insurance coverage, while providing services under this Agreement. Provided, the CITY shall indemnify and hold the ATTORNEY harmless from any and all claims brought by third parties against the ATTORNEY acting in said capacity.

**VII - EMPLOYMENT**

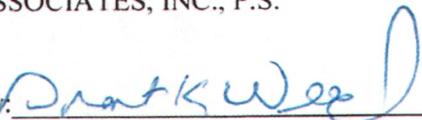
The CITY agrees for a period of two years from the effective date of this Agreement it shall not employ or contract with any employee, former employee or independent contractor of WEED, GRAAFSTRA AND ASSOCIATES, INC., P.S., for services. This provision shall survive expiration and/or termination of this Agreement.

**VIII - EFFECTIVE DATE AND DURATION**

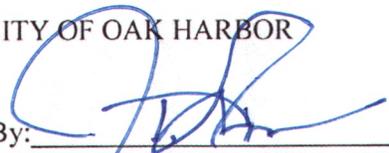
This Agreement shall supersede and replace all previous agreements and shall take effect on January 1, 2019 and shall continue indefinitely until terminated or renegotiated by either party upon 60 days' written notice.

DATED this 18<sup>th</sup> day of January, 2019.

WEED, GRAAFSTRA AND ASSOCIATES, INC., P.S.

By:   
GRANT K. WEED, PRESIDENT

CITY OF OAK HARBOR

By:   
ROBERT SEVERNS, MAYOR

ATTEST:

By: *Carla Brown*  
CARLA BROWN, CITY CLERK

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

Bill No. 4.d.  
Date: September 1, 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
- Vacant, 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. [Right of Entry Agreement between City and Navy](#)
2. [Response Letter to US Navy](#)

## RIGHT OF ENTRY AGREEMENT

In consideration of the assistance and benefits as described herein, the City of Oak Harbor (herein after referred to as the “Owner”), located at 1401 SE Catalina Drive, Oak Harbor, WA, 98277, hereby grants to the UNITED STATES OF AMERICA, DEPARTMENT OF THE NAVY, its employees, agents, contractors and subcontractors (collectively known as the "Government"), a right of entry upon the premises described below and shown on “Exhibit A”, attached hereto and made part hereof, located in the State of Washington, with the following terms and conditions, effective beginning on January 4, 2021 and ending on January 3, 2023, unless sooner terminated under the terms and conditions herein set forth. The Government may extend the term of this agreement for one (1) additional period of three (3) years and/or modify the terms of this agreement upon execution of bilateral modification. Any such modification to extend the term shall be executed no later than ninety (90) days prior to the expiration of the current term.

**Premises:** Island County Parcel R13201-160-0920 and as depicted in “Exhibit A,” also known as the “Premises”, attached herein.

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

**Notice of Training:** The Government shall notify the Oak Harbor Police Department and Harbormaster in writing 24 hours in advance of any training sessions.

**Ownership of Tools and Equipment:** All tools, equipment, and other property taken upon or placed upon the Premises by the Government shall remain the property of the Government and will be removed at the end of each training session. No tools, equipment and other Government property may be left on the Premises grounds or waters when training is not in session.

**No Interference:** The Government agrees not to impede access to the Premises by land or sea. The Government also agrees to not interfere with day-to-day operations of the Premises.

**No Warranty:** Owner grants this right of entry without warranty, either express or implied, regarding title to or the suitability of the condition of the Premises. The Government shall not hold Owner liable for any shortage or defect in any part of the Premises or on account of theft of, or damage to, the Government's tools, equipment or other property taken or placed upon the Premises or any physical injury, death or

disability of Government employees, trainees, or other personnel associated with the purpose of this Agreement, except where such loss, damage, injury, death, or disability is caused by the fault or negligence of the owner.

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

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

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

**Termination:** Owner may terminate this right of entry at any time including but not limited to in the event the Government fails to comply with the terms and conditions of this instrument or in the event of a change of ownership or use of the Premises that Owner deems inconsistent with continued Government use of the premises. Prior to terminating this right of entry, Owner shall give the Government no less than thirty (30) days' notice. Government shall have (30) days from receipt of said notice to remedy any failure to comply with the terms and conditions of this right of entry.

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

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

**Points of Contact:**

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

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

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

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

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

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

OWNER

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
ROBERT SEVERNS  
Mayor

By: \_\_\_\_\_  
KELLY E. SKIFF  
Real Estate Contracting Officer

Date:

Date:



## Exhibit A OAK HARBOR

**LOCATION:** Oak Harbor

**LOCATION NUMBER:** WA20

**LOCATION CITY:** Oak Harbor

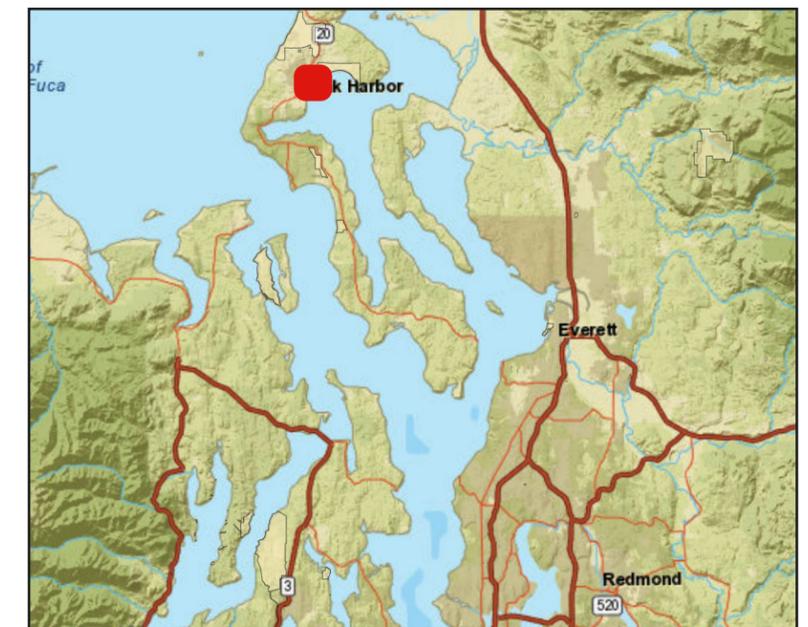
**LOCATION COUNTY:** Island County

**LOCATION REGION:** Northwest Region

**LOCATION STATE:** Washington State

**PROPERTY TYPE:** City Property

Island Parcel #: R13201-160-0920



**Contract Number  
N4425520RP00032**



**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

**Attachment A-CWF Punclist Status 6/25/20**

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

City of Oak Harbor  
City Council Agenda Bill

Bill No. 8.a.  
Date: September 1, 2020  
Subject: Professional Services  
Agreement for Water System  
SCADA Master Plan

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

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

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

**RECOMMENDED ACTION**

*I move to authorize the Mayor to sign Professional Services Agreement for the Water System SCADA Master Plan with S&B Inc.*

**BACKGROUND / SUMMARY INFORMATION**

The City of Oak Harbor owns and maintains a public water system is operated controlled through various electronic controls. These control systems have reached their design life expectancy and need to be replaced.

Based upon the technological improvements in electronic controls systems, including adaptation with computers, the City would like to contract with S&B Inc. to develop a SCADA (System Control and Data Acquisition) Masterplan as presented in the attached Scope of Services. S&B has identified a four (4) phase approach as follows:

Phase 1: develops owner vision and goals for the SCADA system with respect to features, functions, and business system inter-operability

Phase 2: identifies Best Practices to achieve the vision and goals in Phase 1 and a Gap Analysis to assess the work to move the current system to the ideal SCADA system to meet the Owners objectives along with cost estimates for Gap closure.

Phase 3: Provide engineering design documents necessary to meet selected master plan standards identified in Phase 2.

Phase 4: Provide the execution and implementation plan with project sequencing to maximize incremental benefits over the modernization timeline. This phase also includes cost estimates for the implementation.

The Scope of Services identifies the cost to prepare the SCADA Master Plan as \$37,500.

#### **LEGAL AUTHORITY**

OHMC 2.390 "Contract Authority"

#### **FISCAL IMPACT**

Funds Required: \$37,500

Appropriation Source: 401.00.534.00.4100

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

None.

#### **ATTACHMENTS**

1. [Professional Services Agreement with S&B, Inc.](#)
2. [SMP Product Proposal, City of Oak Harbor](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF OAK HARBOR  
AND S&B, INC.  
FOR CONSULTANT SERVICES**

**Project Name: SCADA Master Plan**  
**Agreement Number: ENG-20-07**  
**Agreement Amount: \$37,500**  
**Expiration Date: December 31<sup>st</sup>, 2021**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and S&B, Inc, a Washington corporation.

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

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services regarding preparation and delivery of a SCADA Master Plan as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

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

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

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

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

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

Scope of Services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

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

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

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

- (3) Term. The term of this Agreement shall commence on **September 2<sup>nd</sup>, 2020** and shall terminate at midnight, **December 31<sup>st</sup>, 2021**. The parties may extend the term of this Agreement by written mutual agreement.
- (4) Nonassignable. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.
- (5) Employment. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.
- (6) Indemnification/Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

- e. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
  - f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
  - g. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
  - h. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
  - i. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
  - j. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- (7) Discrimination Prohibited and Compliance with Equal Opportunity Legislation. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.
- (8) Unfair Employment Practices. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

- (9) Legal Relations. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.
- (10) Independent Contractor.
- a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his/her status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.
  - b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments including, but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.
  - c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
  - d. Prior to commencement of work, the Consultant shall obtain a business license from the City.
- (11) Conflicts of Interest. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.
- (12) City Confidences. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.
- (13) Subcontractors/Subconsultants.

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


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

**ARTICLE IV. OBLIGATIONS OF THE CITY**

(1) Payments.

- a. The Consultant shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$37,500.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit "A", the City shall pay Consultant a mutually agreed amount.
- b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include:
  - (i) a summary of previous invoices;
  - (ii) current invoice amount;
  - (iii) total current monthly billing;
  - (iv) amount authorized under this agreement; and
  - (v) total authorized amount still remaining under the agreement.

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

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

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

**ARTICLE V. GENERAL**

- (1) Notices.

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

**James L. Bridges, PE,  
City Engineer  
CITY OF OAK HARBOR  
865 SE BARRINGTON DRIVE  
OAK HARBOR, WA 98277**

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

**James E. Swanson II,  
Vice President  
S&B Inc.  
13200 SE30th Street  
Bellevue, WA 98005**

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF OAK HARBOR

S&B Inc.

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

By \_\_\_\_\_  
James E. Swanson II, Vice President

Approved as to form:

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

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

# SCADA Master Plan

for



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## Statement of Work

August 13, 2020

Presented by:

**S&B Inc.**



August 13, 2020

City of Oak Harbor  
1400 NE 16th Ave  
Oak Harbor, WA 98277  
via email: [jbridges@oakharbor.org](mailto:jbridges@oakharbor.org)

Attention: Jim Bridges, PE  
Subject: SCADA Master Plan  
Scope of Work & Proposal

Dear Oak Harbor,

Our firm is pleased to provide information regarding our SCADA Master Planning services. This document reflects input we received from our site visits on 7/29/20 to understand the City's current SCADA assets, and Oak Harbor personnel's site visit to S&B on 7/31/20 to learn about modern SCADA technologies and best practices. A completed SCADA Master Plan is of great value to a Utility looking to upgrade or expand a SCADA system as it

1. delivers standards of SCADA system design following industry best practices,
2. drives quality and technology standardization across the Utility,
3. guides Utility decision makers in the order-of-solve sequence to upgrade/replace SCADA equipment with minimized rework, and
4. provides the ability for the City to effectively evaluate proposals from SCADA designers/implementors against an adopted set of technologies, products, and programming requirements (the Utility's adopted standards of SCADA system design).

An executive summary has been provided outlining the SCADA Master Plan (SMP) process and services. In the pages following the summary, an extensive description is provided for our of our master planning methodology, statement of work, and pricing.

If you have any questions regarding this document or the gating procedure, please contact me directly via email ([rstead@sb-inc.com](mailto:rstead@sb-inc.com)) or phone (425-644-1700).

Yours truly,



James E. Swanson II  
Vice President  
S&B Inc.

# Executive Summary

## ES 1 Introduction

S&B's SCADA Master Plan (SMP) is a focused analytical process using our 43 years of water & wastewater telemetry control experience to align with current enterprise technologies and security methods to drive long lasting quality and SCADA performance. The process begins with setting the vision, selecting industry best practices in SCADA system design to meet the vision, and establishing telemetry control standards to move from the Utility's current SCADA state to the envisioned ideal state. The owner's selections are used to generate conceptual drawings and specifications requirements to blueprint the 'Ideal State' SCADA system and provide governance to all parties involved in future SCADA implementation efforts. The closing efforts incorporate an implementation schedule (with respect owner to budget and priority decisions) which strategically plans the effort, technologies, cost, governance, and organizational changes required to achieve the owner's ideal SCADA system.

## ES 2 Known Owner Preferences in SMP Process

The Utility has expressed that S&B focus the master planning process to account for the following owner preferences:

1. A SCADA visualization software system which can provide improved reporting data, process control capabilities, remote control capabilities, and context to the instantaneous performance of individual stations within the Utility.
2. Migration from leased analog wireline communication services to a reliable alternative.
3. A strategic consideration of communication system architectures to improve resiliency and maintain data flows

These predetermined preferences of SMP focus allow S&B to tailor the master planning process to provide deeper exploration into the vision and goals of the SCADA system and produce detailed design content to mitigate weaknesses and exploit benefits.

## ES 3 New and Existing Facility Planning

The SCADA Master Plan will provide standards of design for retrofit/upgrade application of existing facilities as well future facilities. If the City can provide S&B with information regarding new facility development(s), the execution plan deliverable will integrate the City's future facilities into the overall project execution timeline.

## ES 4 SMP Workflow

The SCADA Master Plan has four distinct phases:

**Phase-1** develops owner vision and goals for the future state of SCADA with respect to features, functions and business system (non-SCADA) interoperability.

**Phase-2** presents best practices to the owner which shall achieve the vision and goals generated in Phase-1. The owner selects the specific SCADA best practices for standardization and implementation. A gap analysis is performed by S&B to assess the work required to move from the current state to the ideal SCADA state, and meet the Utility's objectives.

The work product will deliver a gap analysis for the following SCADA categories:

- a) SCADA field devices
- b) SCADA automation
- c) SCADA communication / networks
- d) SCADA visualization
- e) Organization impact

**Phase-3** provides engineering documents necessary to meet selected master plan standards selected by the owner in Phase-2, including:

- a) SCADA block diagrams (about 14-sheets),
- b) SCADA control panel design standards (about 50 pages),
- c) SCADA field equipment design standards (about 50 pages), and
- d) SCADA visualization platform & network architecture standards (about 12 sheets/pages)

**Phase-4** is the execution plan for upgrades and improvements that considers project sequencing to maximize incremental benefits and features over the modernization timeline. The Phase-4 work products produces the following deliverables:

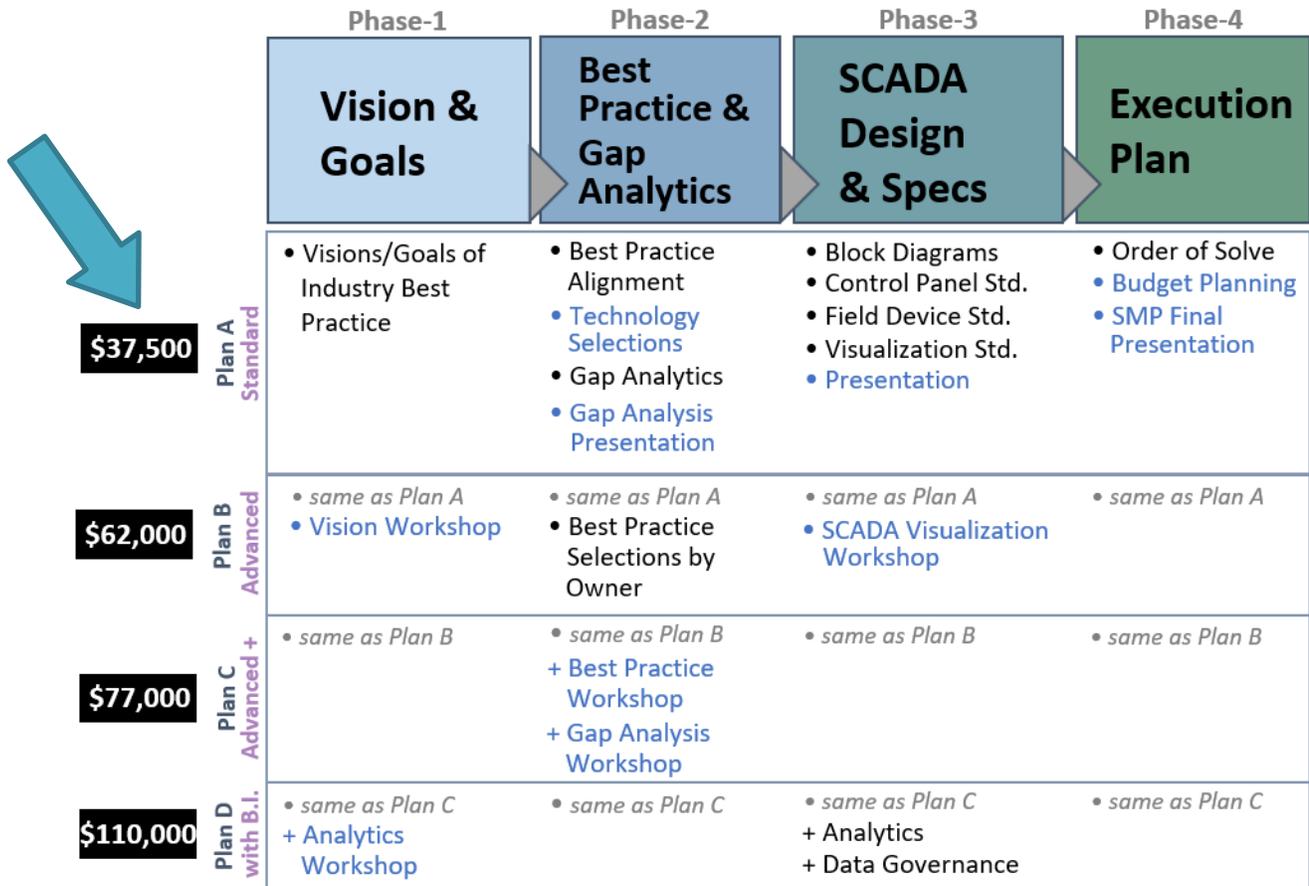
- a) Strategic grouping of gap-closure projects to reduce re-work and cost
- b) Gap Closure Details for each project, including:
  - o Implementation plan description
  - o List of required project prerequisites to perform a specific gap-closure project
  - o Order-of-solve flow chart
  - o Detailed cost estimates
  - o Project execution timeframe estimates
- c) Roll up costs for each project grouping

## ES 5 Pricing Estimates Delivery

Pricing estimates for gap closures are delivered in Phase-2 during the gap analysis and also again in Phase-4 after the order-of-solve and timelines are established, and pricing is typically recalculated based upon the project sequencing. This pricing transparency allows for the Owner to make informed decisions in SCADA Standards selections (Phase-2) and during project sequencing (Phase-4).

## ES 6 Plan Selection

S&B offers a SCADA Master Plan in four levels of owner involvement. The more owner involvement (typically workshops for decision making and socialization meetings to review information and align stakeholders), the more expensive the plan. It is S&B's opinion that the best value for the City is our "**Plan-A**", which is consultant driven process where industry best practice is used to drive the vision and best practice selections. (Text in blue represents workshop/presentation work with the owner – either in person or via Microsoft Teams remote meeting).



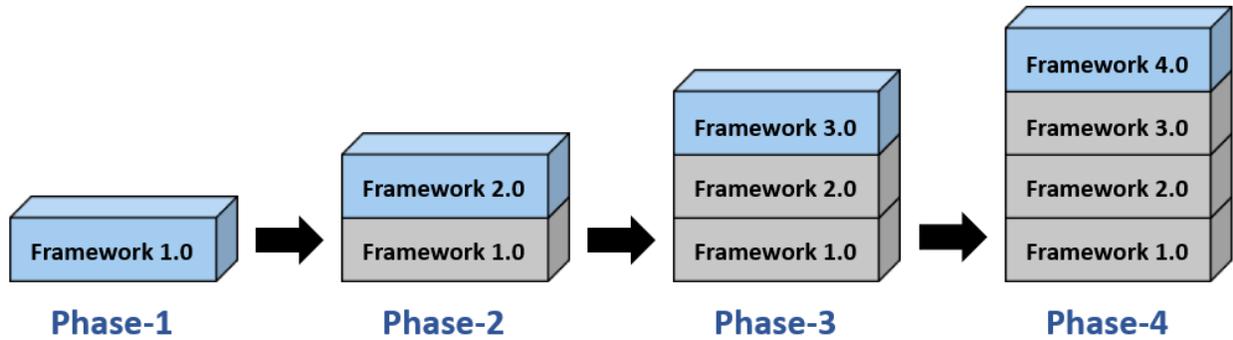
Workshops are the largest driver in costs for a SCADA Master Plan, and Plan-A can perform the SMP effort without any workshops. Although “Plan A” is driven by industry best practice, and administered by S&B, the Utility will still make “technology selections” for several SCADA products/technologies to align with their preferences in Phase-2 of the SMP, including:

- PLC/HMI manufacture (Siemens or Rockwell)
- SCADA visualization type (Siemens WinCC or Aveva Wonderware),
- Instrumentation types [make/model] by application

And with all SMPs, the Owner will always dictate the order-of-solve sequence based upon budget and timeline. S&B will identify logical clustering or ordering of projects to minimize rework or installation costs, which the Owner will use as an input into their decision-making process.

## ES 7 SMP Document Deliverable

A framework writeup is developed and delivered to the owner at the conclusion of each SMP phase of work. Supporting artifacts corresponding to each Phase’s work activities are included as appendices. The framework documents will sequentially build on each another throughout the project with the concluding Phase-4 document providing a holistic account of the Utility’s vision, reasons for technology/equipment selections, gaps in the current SCADA system, SCADA standards documentation, and implementation plan to close the known gaps. Framework 4.0 will also provide brief project descriptions of all gap closure efforts to assist Utility planners and decision makers in the implementation efforts following the conclusion of the SCADA master plan.



## ES 8 Ongoing Benefits of a SCADA Master Plan

The technical documents delivered in Phase-3 of the SMP define the requirements of the envisioned SCADA system. The documents are very detailed and provide a reason or purpose statement as to why a selection was made. This integrated audit trail is incredibly beneficial to the Owner as they will understand why selections were made years after the SMP process and can effectively evaluate new technologies and make informed decisions to adopt and revise the SCADA standards documents.

The SCADA standards documents are also designed to be “living” documents where the Owner can update the specific make/model of SCADA equipment in a centralized location as equipment matures or better options become available.

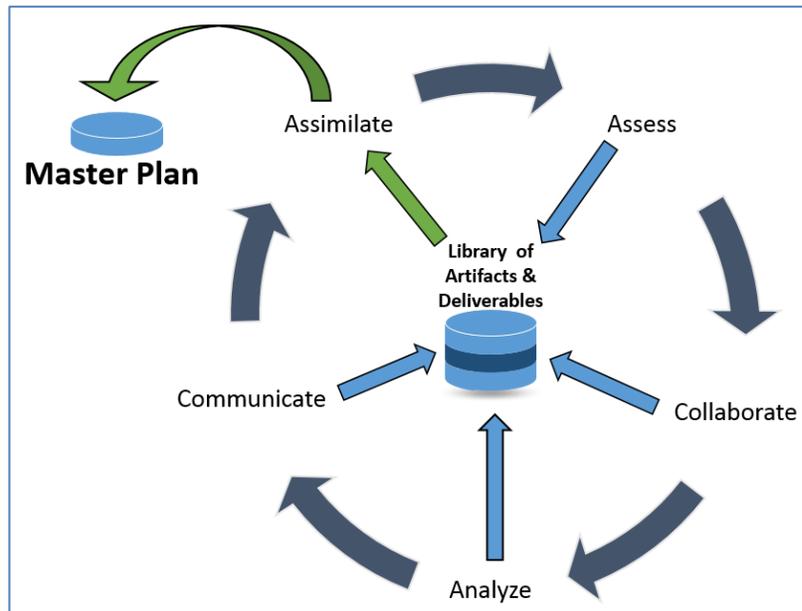
The details in the SCADA Standards documents will enable the City to effectively evaluate future SCADA designers / implementation firms for adequate experience, training, and performance when a future SCADA system upgrade or new facility is required. Rather than the traditional design/bid/build method of evaluation where price is the determining factor, the City will have the ability incorporate technical competence into the evaluation criteria as specifics for automation hardware, communication medias and topology, instrumentation interfaces, and application software deliverables as these definitions and requirements are part of the SCADA Standards documents delivered in the SMP.

# Section 1 – SMP Methodology & Implementation Charter

## 1.1 Overview

### 1.1.1 Methodology

The methodology S&B employs is a disciplined engineering and management approach assuring quality and availability of all work in the delivery process. The diagram below illustrates the iterative and collaborative nature of the activities that will be undertaken in support of all delivery activities. The process is iterative through multiple phases of the SMP process.



### 1.1.2 Workshops

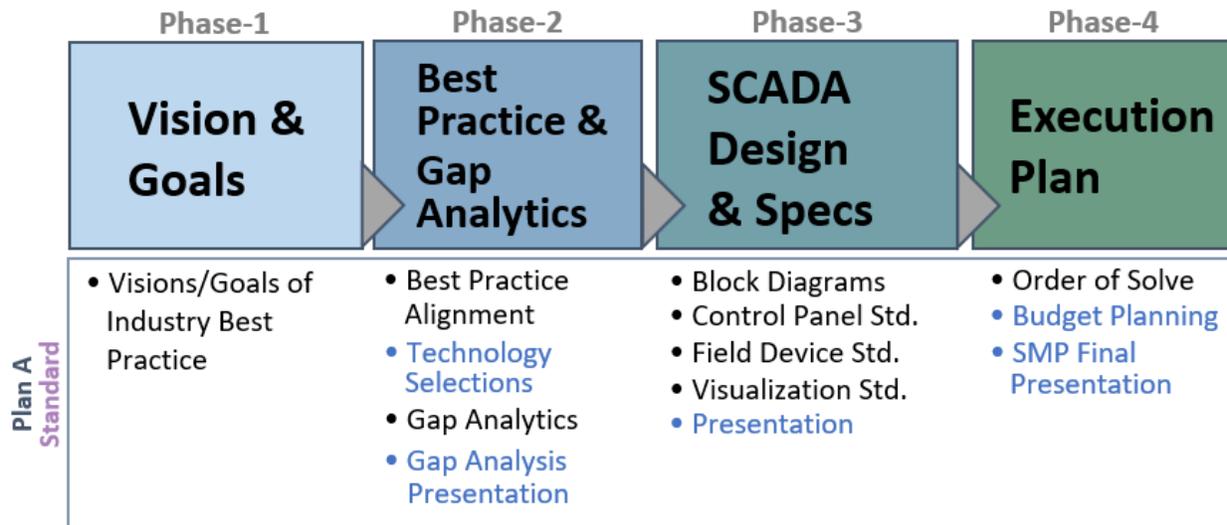
In the proposed “Plan A” solution, a single *Technology Selection* workshop is conducted with City stakeholders. Workshops accomplish four critical functions for the SMP methodology:

1. Provide expertise in a concentrated and efficient manner to address a problem space
2. Provide social interaction to drive collaborative inputs through activities and a single experience
3. Provide focused attention on production of collective outputs addressing the presented problem space.
4. Provide inputs for the next phase’s work products and final SMP work product that is recognized and emotionally connected to stakeholder interests

The workshops become an instrument for managing technological, process, and people change in an efficient and socially constructive environment. Time demands for participants are derived from owner needs and stakeholder objectives.

# Section 2 – Statement of Work

The SCADA Master Plan (SMP) processes is a four-phased approach to effectively cast a vision for the future SCADA system, guide the owner in selections of industry best practice, evaluate gaps in the current state against the envisioned ideal state, develop technical documentation to define the ideal SCADA system requirements, and develop an execution plan to meet the Utility’s SCADA objectives. The proposed SMP for the City of Oak Harbor has been customized to the preferences of the Utility and directly address known needs. Below is the expected workflow of the SMP process.



## 2.1 Phase-1: Vision & Goal Alignment

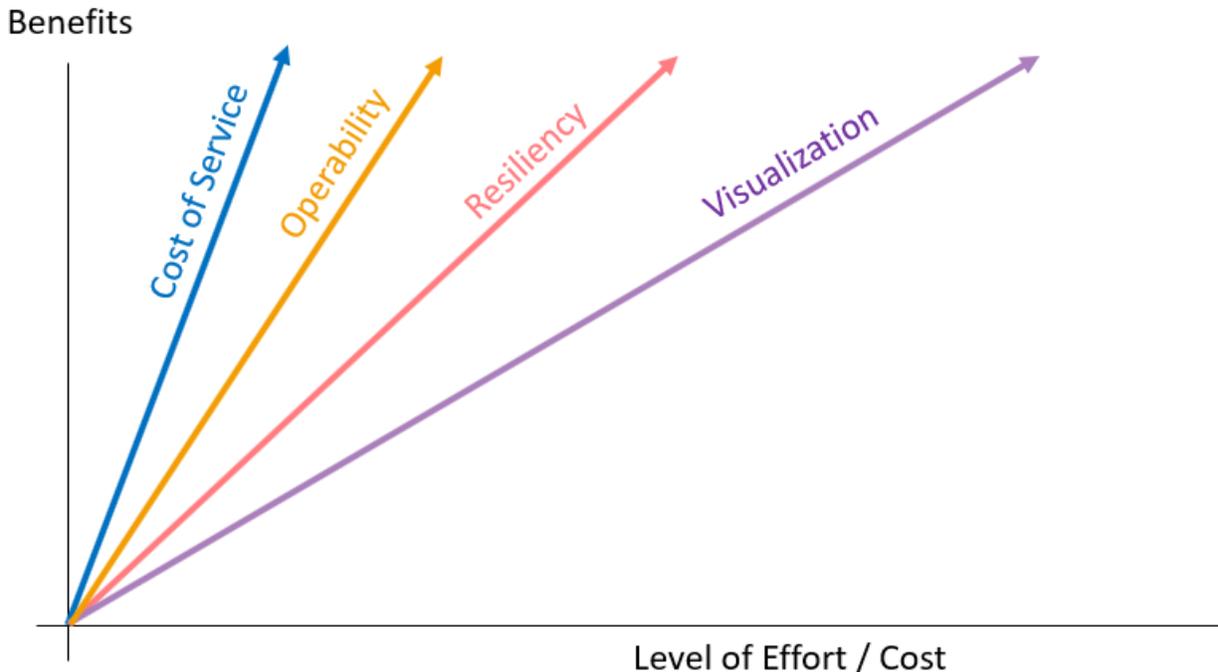
### 2.1.1 Visioning Alignment with Industry Best Practices

S&B engineers shall provide a set of features and functions that a modern SCADA system must offer and fed them into the planning effort as a proposed core set of vision vectors of the SCADA Master Plan. These vision vectors are anchored to the utility’s operational priorities and is intended to provide a building block upon which to construct the best practice education and evaluation exercises of Phase-2. The following vision vectors are used to align with industry best practice:

1. Improve the SCADA **visualization** software platform by increasing accessibility to screens and historical data sets while providing advanced visualization/reporting tools.
2. Improve the **resiliency** of the water system by addressing common industry breakpoints found in communication, data, and utility power.
3. Expand the **operability** with process control functionality to improve the ability for the operations staff to manage the water system
4. Reduce the **costs of service** and improve operational control of the water system by optimizing utility activities

The visioning exercises from the Phase-1 work shall produce a set of ‘Vision Vectors’ directed toward understanding the magnitude and direction of changes that will be required to achieve the articulated ‘ideal state’. The costs and level of effort required to reach full maturity (benefits) for each vision vector

will vary. Some vectors, like “Cost of Service” can be achieved with a lower level of cost/effort, while the “Resiliency” or “Visualization” vectors are projected to have higher costs/effort to reach full maturity.



### 2.1.2 Framework 1.0

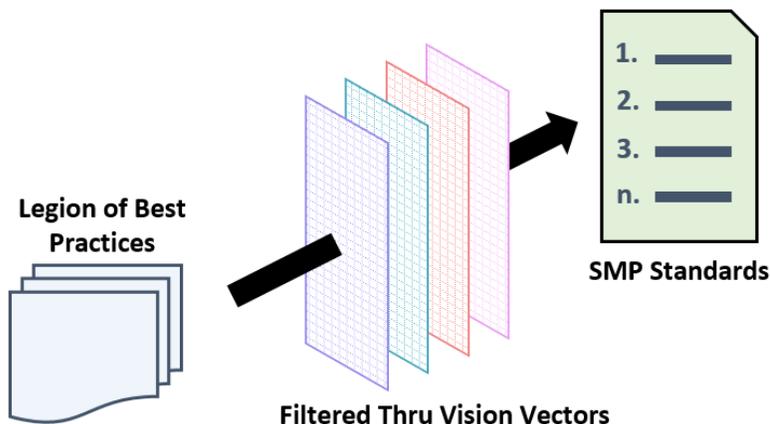
Framework 1.0 will be delivered for review and signoff by City leadership. It defines vision specifics for communication, process control, and visualization. Supporting artifact documentation will be included as an appendix.

## 2.2 Phase-2: Best Practice Selection & Gap Analysis

### 2.2.1 Best Practice Evaluation & Selection

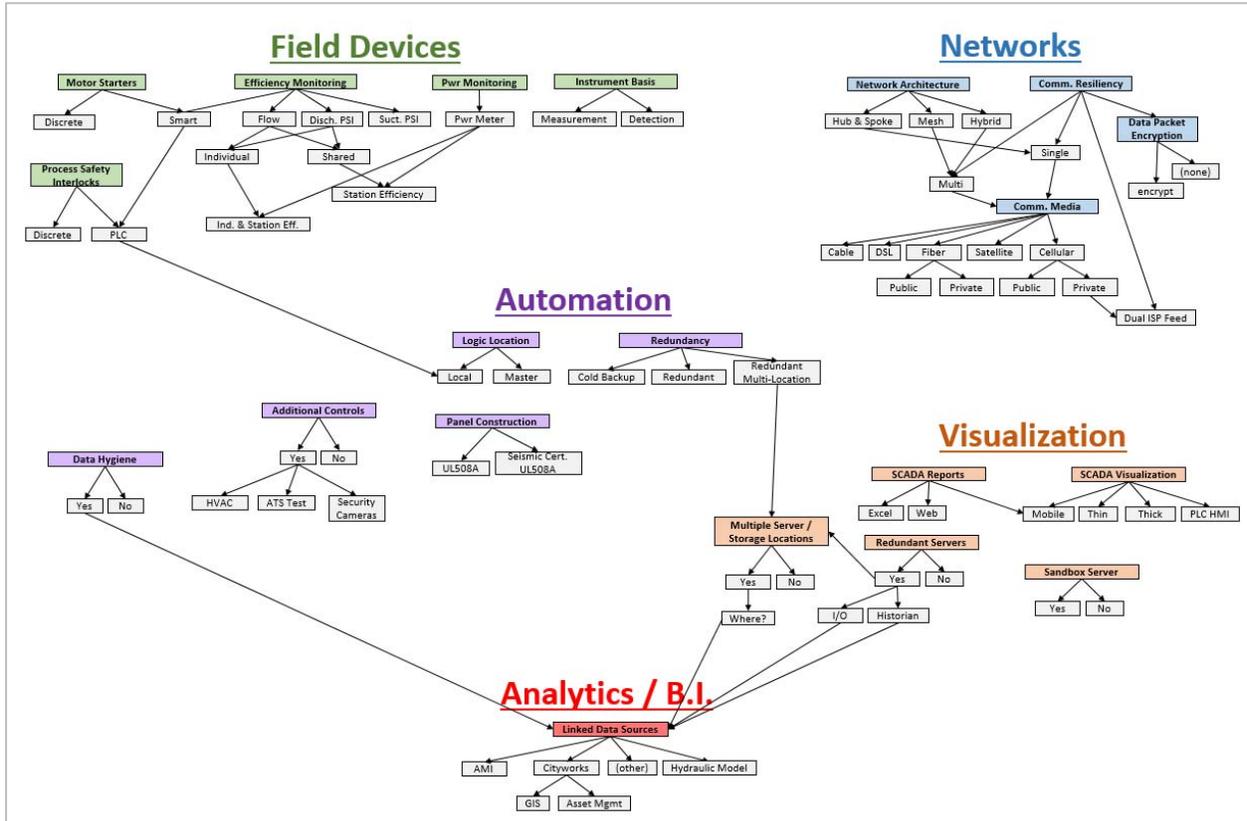
#### 2.2.1.1 Best Practice Workshop

The purpose of the Best Practice workshop is to move through all four layers of SCADA (field device, networks, automation, and visualization) from which SCADA data can feed, provide broad technical briefings to the Utility on available best practices, and provide context for the Utility to select a best practice which best aligns with their vision. Best practices will be presented with cost estimates of the specific technology and benefits to the owner. Strong dialog and use-cases will be applied to ensure thorough evaluation of all best practice options as filtered through the lens of the Utility’s vision vectors from Phase-1.



The selected best practices shall be defined as the ‘SMP Standards’, and fed into the SCADA master planning effort.

A decision tree is used help provide a visual aid as to how design decisions will impact other SCADA system requirements. Below is an example of a decision tree for a previous SMP project:



### 2.2.2 Gap Analysis

With the best practices selected (SMP Standards), S&B shall perform a gap analysis to evaluate the conditions of the SCADA system’s current state against the ‘Ideal State’ vision. The gap analysis will address the following SCADA topics:

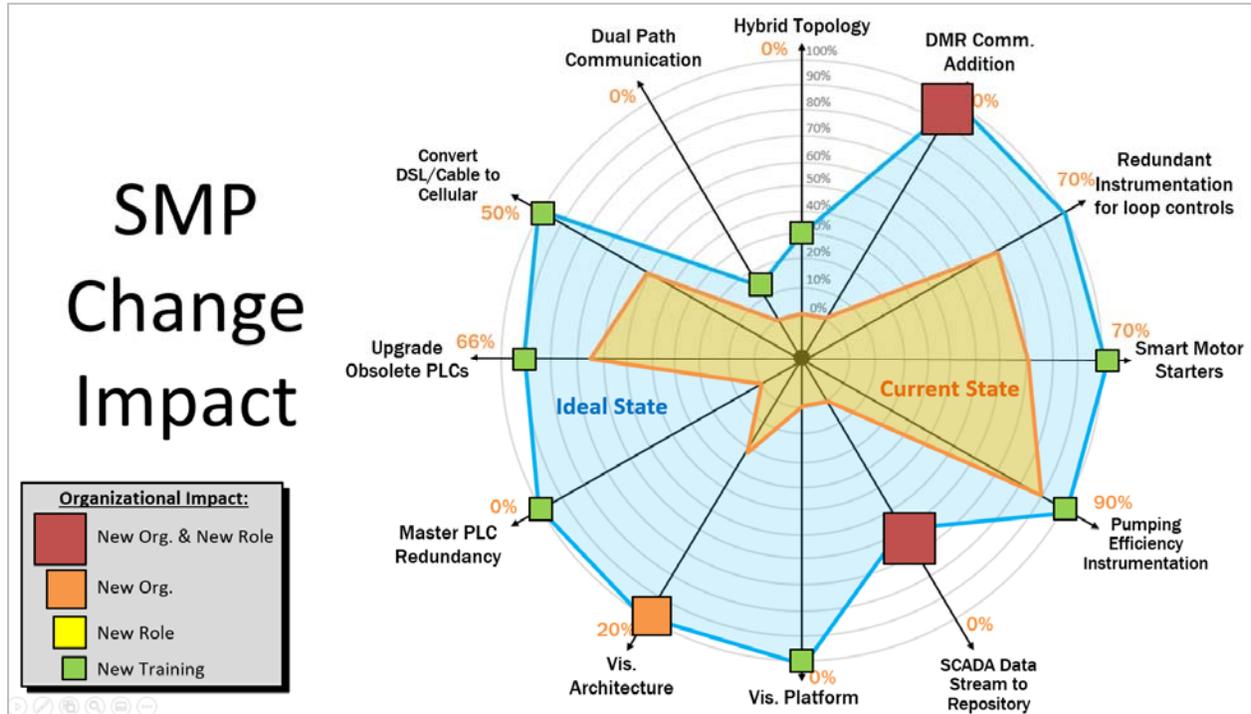
- Obsolete Technologies/Equipment
- Field Instrumentation
- Communication Equipment
- Networking Requirements
- Automation Hardware
- Application Software
- SCADA Architecture
- SCADA visualization platform requirements
- Budgeting requirement to maintain existing infrastructure
- Organizational Impact

### 2.2.2.1 ROM Cost Estimates

Cost estimates shall be developed for the required gap closures. The costs will cover the technologies. Design services, application software, contractor fees, and other costs will be added in Phase-4 when the grouping of gap closure tasks are put together and timelines are established.

### 2.2.2.2 Gap Analytics Presentation

A 90-minute summary presentation will be used to socialize the findings of the gap analysis. A radar chart will provide a visual aid to compare the current state to the ideal state. Organizational impact of the required gap closures will be provided to prepare the Utility for the organizational change required to construct the envisioned SCADA system. Below is an example radar chart deliverable:



### 2.2.3 Framework 2.0

Framework 2.0 will be delivered for review and signoff by City leadership. It builds off Framework 1.0 (Vision) and provides the Utility’s selected ‘SMP Standards’, Gap Analysis, and supporting artifact documentation as an appendix.

## 2.3 Phase-3: SCADA Design & Specifications

Phase-3 is when S&B shall create technical documents to define the construct requirements of the SCADA system as envisioned (Phase-1) and per the Utility’s standards of design (Phase-2). The technical documents are intended for the Utility to supply to design consultants and contractors to clearly define the requirements of the SCADA system for each for each capital project. The documents will also allow the Utility to marshal consultant designs and contractor installations to ensure the SCADA system meets the best practice standards.

### 2.3.1 Technical Document Delivery

S&B shall provide five sets of technical documents to define the requirements to construct the City’s envisioned SCADA system. The documents are described in the following sections:

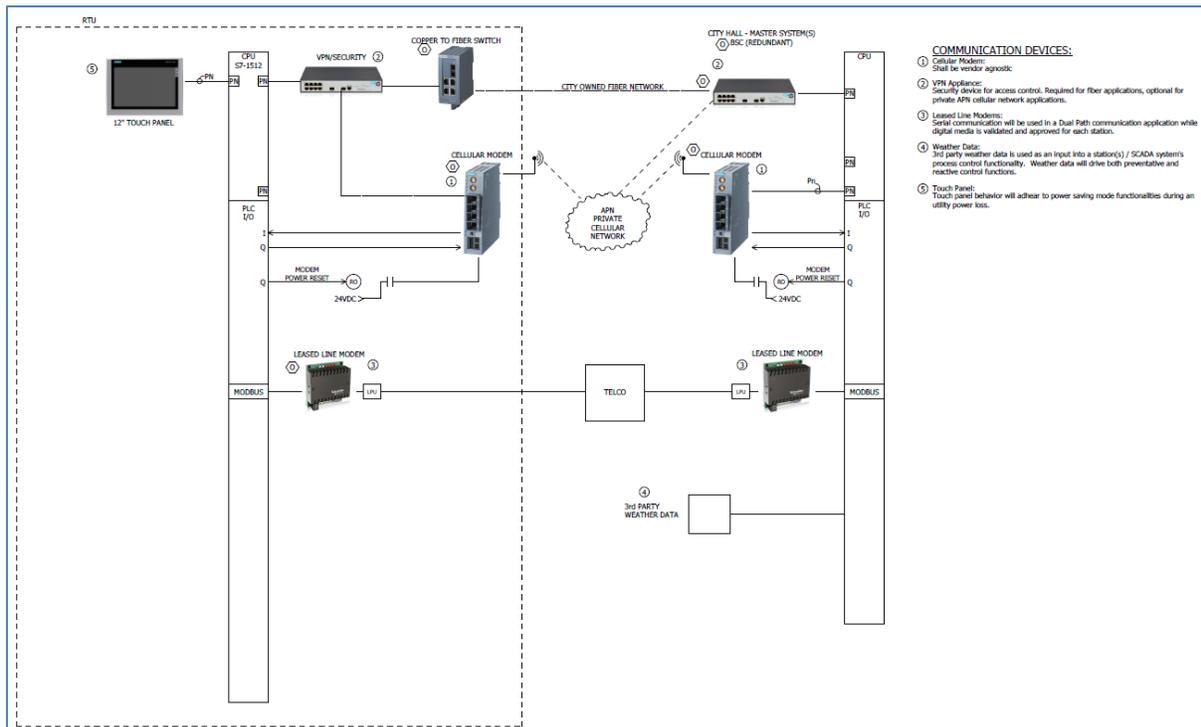
#### 2.3.1.1 SCADA Block Diagrams

Block diagrams are used to provide a visual aid to the specifications for control panels and field instruments. The diagrams will define communication, automation, and field device requirements.

The document will cover the following topics in great detail with example images and associated tables:

1. Wiring Interface Details
2. Pump Interface Wiring Details
3. Instrumentation Connection Details
4. Communication Network(s) Diagram
5. Networked Equipment Application Depictions & Notes
6. Discrete Wired Equipment Application Depictions & Notes
7. Building Sensor Equipment Application Depictions & Notes
8. Motor Starter Panel Equipment Application Depictions & Notes
9. Typical Equipment Installation Details
10. Application Software Standards

The block diagram deliverable is typically about 14 sheets in length. Below is a single page example of a communication network diagram (1 of the 14 sheets) from a SCADA Block Diagrams Standards deliverable:



2.3.1.2 SCADA Control Panel Standards

The SCADA control panel standards shall provide detailed specifications for equipment inside a SCADA control panel pertaining to design, equipment selection, and construction. The document will also define the Utility’s standard equipment (make/model/part number) to ensure uniformity throughout the Utility.

The document will cover the following topics in great detail with example images and associated tables:

1. Manufacturer Selection
2. PLC Hardware
3. Networking
4. Power Systems
5. PLC Configurations
6. HMI Equipment
7. PLC Panel Construction
8. Motor Starter Panel Construction
9. Standard Hardware (make/model/part number)
10. Programming & Design Qualifications
11. SCADA Design Methodology with Design Consultants

A “SCADA Control Panel Design Standards” document is typically about 50 pages in length with detailed construction and implementation governance. Below is an example of a 2-page excerpt from pages within the document:



### 2.3.1.3 SCADA Field Equipment Standards

The SCADA field equipment standards shall provide detailed specifications for field equipment instrumentation and devices. Clear governance shall be written for technology selection and implementation. The document will also define the Utility’s standard equipment (make/model/part number) to ensure uniformity throughout the Utility.

The document will cover the following topics in great detail with example images and associated tables:

1. Manufacturer Selection
2. Installation Governance
3. Standard Sizes & Connections for Interchangeability and Replacement
4. Equipment Selection Governance
5. Instrumentation Type Selection Governance
6. Output Signals
7. Standard Equipment (make/model/part number)
8. Equipment ISA Sheets (appendix)

A “SCADA Field Devices Design Standards” document is typically about 50 pages in length with detailed construction and implementation governance. Below is an example of a 2-page excerpt from pages within the document:

City of Beaverton | SCADA Master Plan 2019

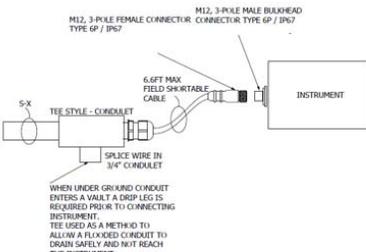


Figure 3 – Drip Drainage Example

**2.1.4 Instrument Accessibility**  
Locations of instruments shall be provided with sufficient, easily accessible space to allow for regular testing and maintenance activities.

**2.1.5 Installation Locations**  
Whenever possible, the preferred instrument location is indoors. If outdoor installation is unavoidable, consider the use of a sunshield to avoid direct sunlight on the instrument display screen, and a NEMA Type 4X enclosure rating. If an instrument is located in a vault or an area of potential flooding, locating the transmitter outside the vault should be considered.

**2.2 Standard Sizes & Connections for Interchangeability and Replacement**  
Field Instruments shall adhere to standard dimensional sizes and process connections to allow for multiple options of instrument/starter replacement in the future. Customized sizes are to be avoided as it will limit available options and increase lead time for future replacement efforts.

**2.2.1 Threaded Process Connections**  
For threaded process connections where the vendor provides an option for the conduit size connections, use the required reducer bushings to meet the following sizing standards:

- Pressure Transmitters – 1/2" NPT

S&B Inc SCADA Field Equipment Design Standards | 15

City of Beaverton | SCADA Master Plan 2019

- Pressure Switches – 1/2" NPT
- Radar Level Probes – 2" NPT
- Ultrasonic Level Probes – 2" NPT
- Ultrasonic Level Transducer – 1" NPT
- Vertical Stem Mount Level Switch – 1/4" NPT

**2.2.2 Mag Meter Lay Lengths**  
For interchangeability, mag meter tubes must adhere to the EN 1092-1 standard lay length dimensions as defined in the table below. Kromb, Siemens, Foboro, Emerson, and Endress+Hauser currently subscribe to the EN 1092-1 dimension standards.

Nominal Size		Meter Tube Lay Length		Nominal Size		Meter Tube Lay Length	
mm	inch	mm	inch	mm	inch	mm	inch
25	1"	200	7.9	600	24"	600	23.6
40	1 1/2"	200	7.9	700	28"	700	27.6
50	2"	200	7.9	750	30"	750	29.5
65	2 1/2"	200	7.9	800	32"	800	31.5
80	3"	200	7.9	900	36"	900	35.4
100	4"	250	9.8	1000	40"	1000	39.4
125	5"	250	9.8	1050	42"	1050	39.4
150	6"	300	11.8	1100	44"	1100	41.3
200	8"	350	13.8	1200	48"	1200	47.2
250	10"	450	17.7	1400	56"	1400	55.1
300	12"	500	19.7	1500	60"	1500	59.1
350	14"	550	21.7	1600	64"	1600	63.0
400	16"	600	23.6	1800	72"	1800	70.9
450	18"	600	23.6	2000	78"	2000	78.7
500	20"	600	23.6				

Figure 3 – Standard Mag Meter Lay Lengths (per EN 1092-1)

**2.3 Termination Methodology**

**2.3.1 Terminations to Control Panels**  
Field equipment shall terminate to the control panel providing the primary control of the device's signal(s). A control panel can be a PLC or remote I/O (RIO) type panel. The SCADA control panels shall terminate analog, digital and network connections from each device.

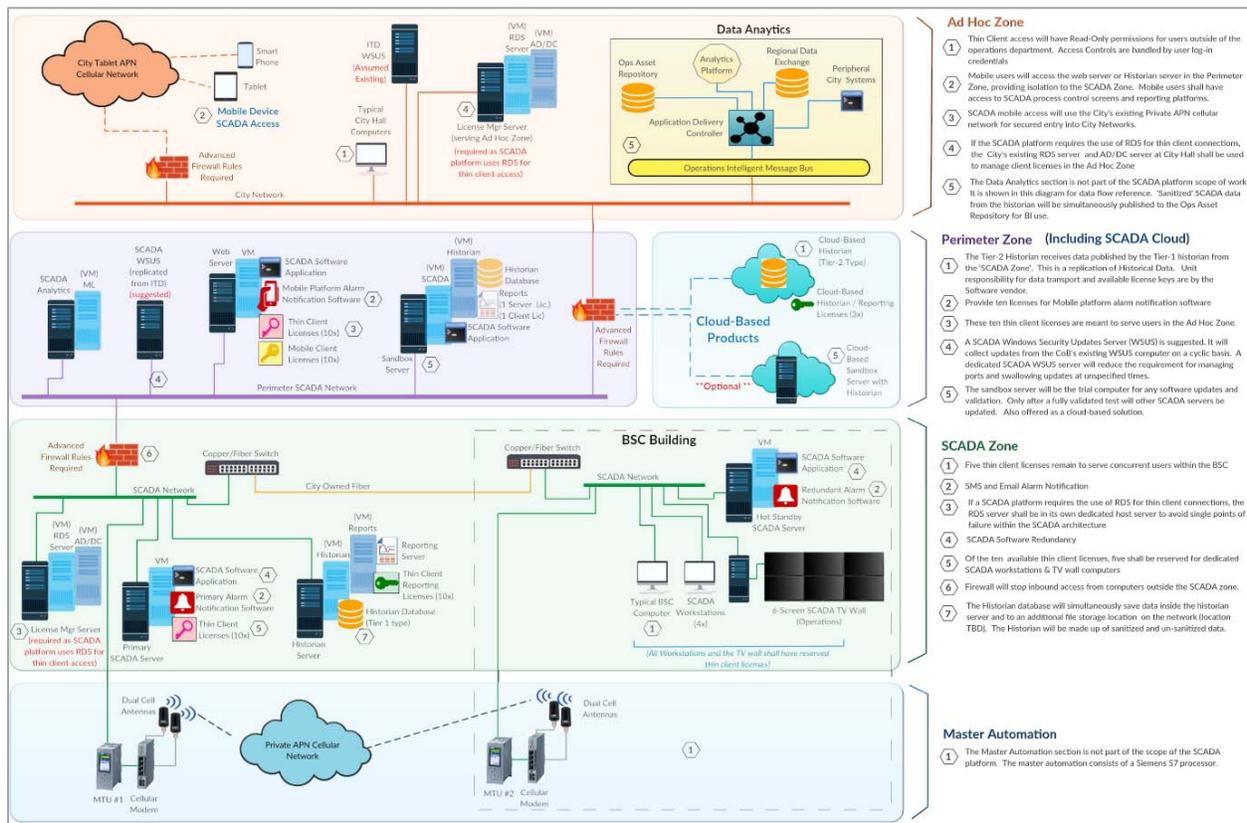
S&B Inc SCADA Field Equipment Design Standards | 16

### 2.3.1.4 SCADA Visualization Design

The SCADA visualization design provides the requirements to redesign the architecture and engineering the visualization software to provide the required operator interfaces and intuitive graphics for the automation system’s process control capabilities. The design includes:

- Network design
- SCADA visualization software bill of materials
- Key Performance Indicators (KPIs)
- Required Reports
- Standardized code development
  - HMI Faceplate design requirements
  - Associated PLC Function Block Requirements

A “SCADA Visualization Design Standards” document is typically about 12 pages in length with detailed development and implementation governance. Below is an example of a network design for a SCADA visualization software package, which is one of the pages included in the document.



### 2.3.2 Standards Presentation

A 90-minute presentation shall be given to the City to socialize the technical document deliverables and how to use the documents with design consultants and contractors for implementation.

### 2.3.3 Framework 3.0

Framework 3.0 will be delivered for review and signoff by City leadership. It builds off Framework 2.0 (SMP Standards and Gap Analysis) and provides the Utility’s technical documentation to implement the

ideal state of the SCADA system. This write up is short as the majority of delivered content are the technical documents which are included in the appendix.

## 2.4 Phase-4: Execution Plan

### 2.4.1 Execution Plan Workshop

The execution plan workshop will involve City leadership and key decision makers as the City shall define timetables for gap closures and available budget. Collaboration and execution scenarios will be discussed to find City consensus on the execution plan.

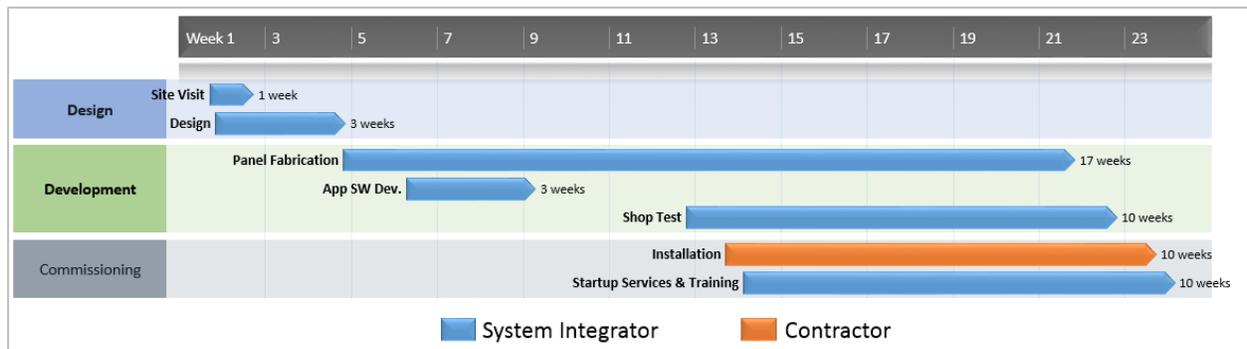
### 2.4.2 Execution Plan Development

The SCADA system upgrades required to meet the Utility’s vision, and adhere to defined SCADA standards, shall be assembled into specific SCADA projects used to upgrade the system. The required projects shall be grouped into phases (Phase A, B, C, D, E, F, etc.), designed to methodically upgrade the system by addressing critical items first. An order-of-solve sequence for each phase will reduce the necessary re-work as systems are upgraded sequentially. To assist the Utility in SCADA project planning and execution, brief explanations and implementation requirements will be outlined for each phase.

Details of each project within each project phase (Phase A, B, C, D, E, F, etc.), shall include:

- Brief Project Description
- List of Applicable Facilities being addressed
- Project Prerequisites (if any)
- Cost Estimate

Below is an example project timeline graphic for a gap closure project involving several RTU replacements.



Examples of SCADA gap closure projects may include:

- Flow meter additions
- RTU back panel replacements
- Communication topology replacement
- Digital communication upgrades
- Visualization system re-architecting

### 2.4.3 Standards Presentation

A 2-hour presentation shall be given to the City to socialize the SMP work, and final execution plan to achieve the ‘idea state’ of the SCADA system.

### 2.4.4 Framework 4.0

Framework 4.0 will be delivered for review and signoff by City leadership. It builds off Framework 3.0 (SMP Standards documentation) and provides the Utility’s execution plan to create and the ‘ideal state’ SCADA system. All supporting documentation of Utility decisions shall be included in the appendix.

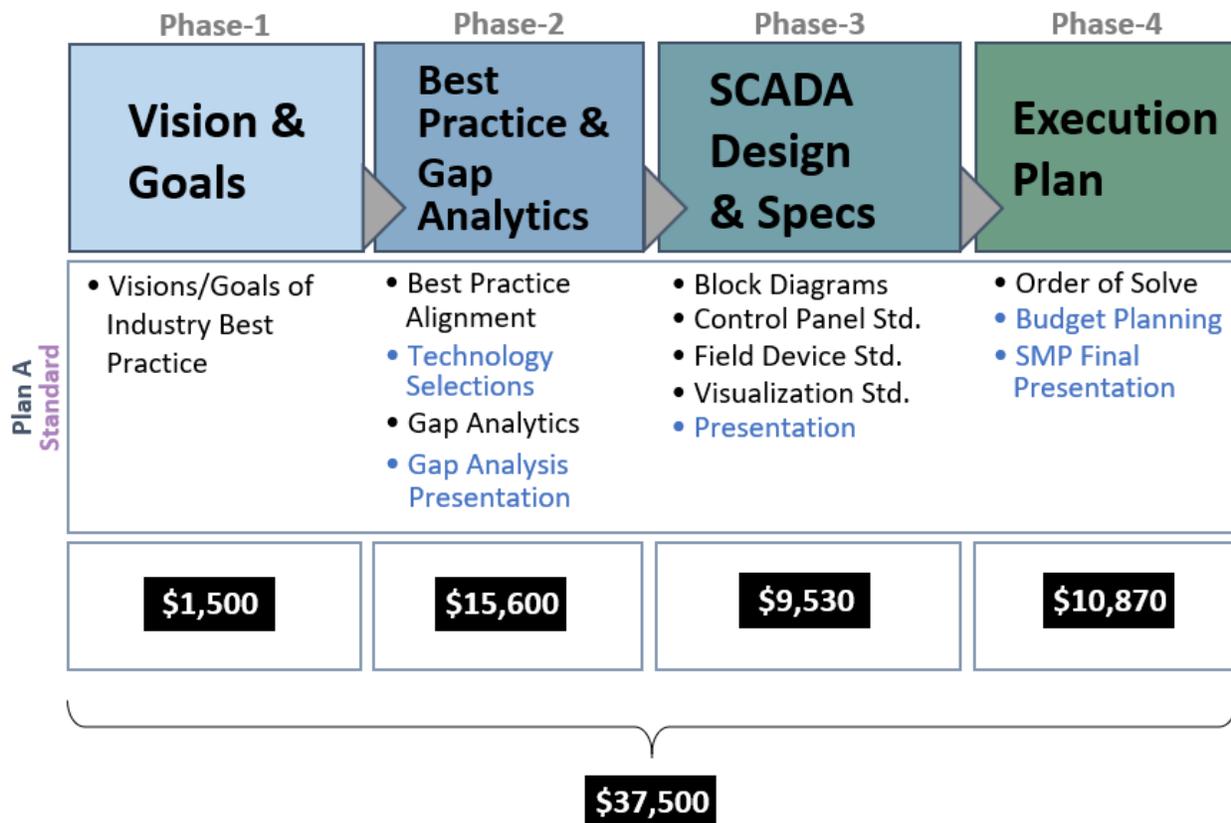
## Section 3 – City Supplied Information

It is expected the City shall provide the following information to S&B for the master plan work. Failure to supply information will have impact on the quality of SMP deliverables:

- As-Built Drawing information for all water site control panels and motor starter panels
- Plans & timeframe information on current SCADA upgrades(if any)
- Plans & timeframe information on future SCADA upgrades or new facilities
- City IT governance / policies for networking so that the SCADA visualization system design does not violate City standards

## Section 4 – Pricing

The SMP for a S&B’s “Plan A” is **\$37,500.00**. Pricing for each phase’s work in the SMP process is shown in the graphic below. A full itemized pricing sheet is provided on the following page.



**Plan 'A' Pricing Sheet**

Qty	Description	Task Summary Price	Rate	Ext. Price	Sub Totals
<b>PHASE 1 - Vision</b>					\$ 1,495.86
<b>Framework 1.0</b>					\$ 1,353.00
	<b>Creation of Framework 1.0</b>	\$ 1,353.00			
1.5 Hrs	Professional (Principal) Engineering		\$ 230.00	\$ 345.00	
1.0 Days	Engineering / Tech / CAD		\$ 1,008.00	\$ 1,008.00	
<b>PHASE 2 - Best Practices &amp; Gap Analysis</b>					\$ 15,601.71
<b>Technology Selection Workshop</b>					\$ 3,437.43
	<b>Pre Reading Material Creation</b>	\$ 604.80			
0.6 Days	Engineering / Tech / CAD		\$ 1,008.00	\$ 604.80	
	<b>Deck Creation &amp; Presentation Prep</b>	\$ 448.00			
4.0 Hrs	Engineering / Tech / CAD		\$ 112.00	\$ 448.00	
	<b>Best Practice Selection Meeting PLC, HMI, Visualization, Instruments</b>	\$ 2,272.63			
6.0 Hrs	Professional (Principal) Engineering		\$ 230.00	\$ 1,380.00	
6.0 Hrs	Engineering / Tech / CAD		\$ 112.00	\$ 672.00	
	<b>Overheads</b>		\$ 228.94	\$ 220.63	
	<b>Load Artifacts &amp; Summary Reports</b>	\$ 112.00			
1.0 Hrs	Engineering / Tech / CAD		\$ 112.00	\$ 112.00	
<b>Gap Analytics</b>					\$ 2,352.00
	<b>SCADA Assets Inventory</b>	\$ 1,008.00			
1 Days	Engineering / Tech / CAD		\$ 1,008.00	\$ 1,008.00	
	<b>ROM Estimates</b>	\$ 1,344.00			
12.0 Hrs	Engineering / Tech / CAD		\$ 112.00	\$ 1,344.00	
<b>Socialization</b>					\$ 3,192.29
	<b>Deck Creation &amp; Presentation Prep</b>	\$ 896.00			
8.0 Hrs	Engineering / Tech / CAD		\$ 112.00	\$ 896.00	
	<b>Gap Analysis Presentation</b>	\$ 2,296.29			
6.0 Hrs	Professional (Principal) Engineering		\$ 230.00	\$ 1,380.00	
6.0 Hrs	Engineering / Tech / CAD		\$ 112.00	\$ 672.00	
	<b>Overheads</b>		\$ 244.29	\$ 244.29	
<b>Framework 2.0</b>					\$ 6,620.00
	<b>Creation of Framework 2.0</b>	\$ 6,284.00			
4.0 Hrs	Professional (Principal) Engineering		\$ 230.00	\$ 920.00	
4 Days	Field Engineering		\$ 1,341.00	\$ 5,364.00	
	<b>Load Artifacts</b>	\$ 112.00			
1.0 Hrs	Engineering / Tech / CAD		\$ 112.00	\$ 112.00	
	<b>Revisions to Framework 2.0 after Client Review</b>	\$ 224.00			
2.0 Hrs	Engineering / Tech / CAD		\$ 112.00	\$ 224.00	
<b>PHASE 3 - SCADA Design &amp; Specs</b>					\$ 9,531.14
<b>SCADA Standards Documents</b>					\$ 5,412.00
	<b>Block Diagrams</b>	\$ 1,353.00			
1 Days	Engineering / Tech / CAD		\$ 1,008.00	\$ 1,008.00	
1.5 Hrs	Professional (Principal) Engineering		\$ 230.00	\$ 345.00	
	<b>Control Panel Standards</b>	\$ 1,353.00			
1 Days	Engineering / Tech / CAD		\$ 1,008.00	\$ 1,008.00	
1.5 Hrs	Professional (Principal) Engineering		\$ 230.00	\$ 345.00	
	<b>Field Instrumentation Standards</b>	\$ 1,353.00			
1 Days	Engineering / Tech / CAD		\$ 1,008.00	\$ 1,008.00	
1.5 Hrs	Professional (Principal) Engineering		\$ 230.00	\$ 345.00	
	<b>SCADA Visualization Standards</b>	\$ 1,353.00			
1 Days	Engineering / Tech / CAD		\$ 1,008.00	\$ 1,008.00	
1.5 Hrs	Professional (Principal) Engineering		\$ 230.00	\$ 345.00	
<b>Socialization</b>					\$ 3,304.29
	<b>Deck Creation &amp; Presentation Prep</b>	\$ 896.00			
8.0 Hrs	Engineering / Tech / CAD		\$ 112.00	\$ 896.00	
	<b>Standards Presentation</b>	\$ 2,296.29			
6.0 Hrs	Professional (Principal) Engineering		\$ 230.00	\$ 1,380.00	
6.0 Hrs	Engineering / Tech / CAD		\$ 112.00	\$ 672.00	
	<b>Overheads</b>		\$ 244.29	\$ 244.29	
	<b>Load Artifacts</b>	\$ 112.00			
1.0 Hrs	Engineering / Tech / CAD		\$ 112.00	\$ 112.00	
<b>Framework 3.0</b>					\$ 672.00
	<b>Creation of Framework 3.0</b>	\$ 336.00			
3.0 Hrs	Engineering / Tech / CAD		\$ 112.00	\$ 336.00	

	<b>Load Artifacts</b>	\$	112.00			
1.0 Hrs	Engineering / Tech / CAD			\$	112.00	\$ 112.00
	<b>Revisions to Framework 3.0 after Client Review</b>	\$	224.00			
2.0 Hrs	Engineering / Tech / CAD			\$	112.00	\$ 224.00
<b>PHASE 4 - Execution Plan</b>						<b>\$ 10,871.29</b>
<b>Initial Order-of-Solve Sequence Creation</b>						<b>\$ 1,353.00</b>
	<b>Diagram Creation</b>	\$	1,353.00			
1 Days	Engineering / Tech / CAD			\$	1,008.00	\$ 1,008.00
1.5 Hrs	Professional (Principal) Engineering			\$	230.00	\$ 345.00
<b>Budget Planning</b>						<b>\$ 2,164.00</b>
	<b>Conference Call</b>	\$	672.00			
6.0 Hrs	Professional (Principal) Engineering			\$	230.00	\$ 1,380.00
6.0 Hrs	Engineering / Tech / CAD			\$	112.00	\$ 672.00
	<b>Load Artifacts</b>	\$	112.00			
1.0 Hrs	Engineering / Tech / CAD			\$	112.00	\$ 112.00
<b>Framework 4.0</b>						<b>\$ 3,938.00</b>
	<b>Creation of Framework 4.0</b>	\$	3,024.00			
3.0 Hrs	Professional (Principal) Engineering			\$	230.00	\$ 690.00
3 Days	Engineering / Tech / CAD			\$	1,008.00	\$ 3,024.00
	<b>Revisions to Framework 4.0 after Client Review</b>	\$	224.00			
2.0 Hrs	Engineering / Tech / CAD			\$	112.00	\$ 224.00
<b>Socialization</b>						<b>\$ 3,416.29</b>
	<b>Deck Creation &amp; Presentation Prep</b>	\$	896.00			
8.0 Hrs	Engineering / Tech / CAD			\$	112.00	\$ 896.00
	<b>Final Presentation</b>	\$	2,296.29			
6.0 Hrs	Professional (Principal) Engineering			\$	230.00	\$ 1,380.00
6.0 Hrs	Engineering / Tech / CAD			\$	112.00	\$ 672.00
	Overheads			\$	244.29	\$ 244.29
	<b>Load Artifacts &amp; Summary Reports</b>	\$	224.00			
2.0 Hrs	Engineering / Tech / CAD			\$	112.00	\$ 224.00

**Total: \$37,500.00**

City of Oak Harbor  
City Council Agenda Bill

Bill No. 8.b.  
Date: September 1, 2020  
Subject: Professional Services  
Agreement: Municipal Research  
and Services Center (MRSC)  
for Consultant CPA Services,  
Amendment 1

**FROM: Administration**

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

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

**RECOMMENDED ACTION**

Authorize the Mayor to sign an Amendment 1 to the Professional Services Agreement with Municipal Research and Services Center (MRSC) for an Interim Finance Director/CPA Finance Consultant, extending the contract expiration date to October 31, 2020 and adding \$26,000.00 to the contract amount.

**BACKGROUND / SUMMARY INFORMATION**

Council authorized the Mayor to sign the initial Professional Services Agreement (PSA) with MRSC on July 22, 2020. Mike Bailey, CPA, has been serving as the Interim Finance Director since August 1, 2020. Mr. Bailey has been keeping office hours on Tuesdays and Fridays, and has been involved with the recruitment of the Finance Director position. Mr. Bailey's report to Council is included as a separate agenda item at this meeting.

**LEGAL AUTHORITY**

Chapter 2.390 OHMC "Contract Authority"

**FISCAL IMPACT**

The total PSA amount after Amendment 1 will be not to exceed \$39,000 for the period from August 1, 2020 to October 31, 2020.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

City Council Special Workshop – July 22, 2020

**ATTACHMENTS**

1. [Amendment 1 to the PSA with MRSC for Finance Director Services](#)
2. [Professional Services Agreement between MRSC and the City, dated July 22, 2020](#)

**1<sup>st</sup> AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF OAK HARBOR  
AND MUNICIPAL RESEARCH AND SERVICES CENTER  
(MRSC) FOR CONSULTANT SERVICES**

WHEREAS, the Parties entered into a Professional Services Agreement with MRSC for an Interim Finance Director/CPA Finance Consultant from August 1-30, 2020; and

WHEREAS, the City requires additional time to recruit for the Finance Director Position; and

WHEREAS, the Parties mutually agree to extend the Professional Services Agreement for Interim Finance Director/Finance CPA Consultant with MRSC to October 31, 2020, pursuant to Article III, section 3.

NOW, THEREFORE, the parties hereby extend and amend the Agreement as follows:

- A. Effective September 1, 2020, the of the Agreement shall be extended to October 31, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF OAK HARBOR (CITY)

MUNICIPAL RESEARCH AND  
SERVICES CENTER (MRSC)



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

\_\_\_\_\_  
Print name: Tracy Burrows

Attested by:

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

Approved as to form:

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

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

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

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

**ARTICLE I. PURPOSE**

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

**ARTICLE II. SCOPE OF SERVICES**

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

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV. OBLIGATIONS OF THE CITY

### (1) Payments.

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

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

- c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.
- (2) City Approval. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.
- (3) Maintenance/Inspection of Records. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant

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

## ARTICLE V. GENERAL

(1) Notices.

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

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

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

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

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

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

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

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

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

(5) Severability.

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

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

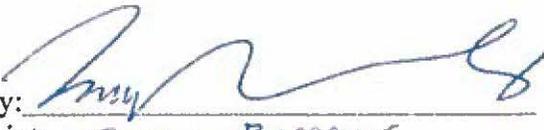
- b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
- (6) Nonwaiver. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
- (7) Fair Meaning. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.
- (8) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- (9) Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Island County Superior Court.
- (10) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- (11) Authority to Bind Parties and Enter into Agreement. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 22<sup>nd</sup> day of July, 2020.

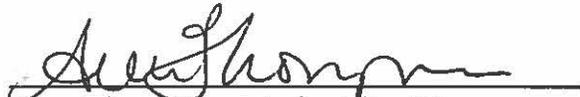
CITY OF OAK HARBOR

MUNICIPAL RESEARCH AND  
SERVICES CENTER (MRSC)

By:   
Print: Robert Severns, Mayor

By:   
Print: Tracy Burrows

Approved as to form:



Anna Thompson, Interim City Attorney

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

**Scope of Services to include:**

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

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

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

Bill No. 10.a.

Date: September 1, 2020

Subject: 2021 LTAC Discussion

**FROM: Mike Bailey, CPA, Interim Finance Director**

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

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

**RECOMMENDED ACTION**

**BACKGROUND / SUMMARY INFORMATION**

The City of Oak Harbor Lodging Tax Advisory Committee (LTAC) traditionally recommends grant allocations for LTAC resources following the City Council's determination of the amount of grant award resources available. The city Finance Director has assisted in determining the amount of resources available for this purpose. This memo will describe our assessment of resources available and the assumptions that were used to arrive at our assessment.

The allocations for 2020 were originally \$342,000 (see attached worksheet for explanations of amounts reflected in this memo). Of that amount, \$124,116 will remain unspent due to limitations on events resulting from the COVID pandemic. This particular unspent amount has been moved into 2021 for expenditure. The resulting budgeted amount to be spent (after removing the \$124,116) is \$217,884. As a result, the anticipated ending cash for 2020 (and beginning cash for 2021) is \$670,318.

In reviewing revenue estimates and expectations for 2021, we first assumed that all the major contributors to the lodging taxes in the city in 2020 will continue to contribute in 2021. Secondly, we assumed that over the course of the year, a significant amount of the activity in these establishments will return close to "normal" (as in the effects of the pandemic will have faded at some point). As a result, we are assuming the same level of revenue for 2021 as was received in 2019 (\$275,000). This results in a total amount available for grants to be \$945,318. Of the amount available some has already been committed. The annual commitment from multi-year grant awards in 2021 is \$157,000. The amount awarded to the ICT MOU is \$40,000 and 2020 award amounts carried into 2021 are \$124,116. Therefore, the net available (after commitments) is \$624,202.

We understand that the practice has been to hold some reserves for future use and that the council may not wish to award all of what is available. For an analysis of what is available from 2021 revenues we'd recommend using the assumed revenues of \$275,000 and adding the carried forwards amount of \$124,116 less the existing commitments of \$321,116 for a net amount available for annual awards of \$78,000. Of course, the council can award up to the funds anticipated to be available amount of \$624,202, however we'd recommend a conservative approach considering the risk inherent in a 2021 forecasted revenue when we do not yet know what the impact of the pandemic will ultimately be.

Lastly, we understand that council is also interested in a revenue estimate for 2022. As indicated above, the impact of the pandemic remains a significant unknown. We would continue to recommend utilizing the 2019 actual revenues of \$275,000 as an estimate for 2022.

#### **LEGAL AUTHORITY**

Lodging Tax Revenues update request from City Council.

#### **FISCAL IMPACT**

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

**ATTACHMENTS**

1. [City of Oak Harbor LTAC Financial Summary 2020 & 2021](#)

<b>City of Oak Harbor LTAC Financial Summary -2020 &amp; 2021</b>		
2020 Beginning Cash		713,094
2019 Revenue Accrual (Nov & Dec 2019)		<u>28,755</u>
Total Beginning		741,849
2020 Anticipated Revenues		146,353
2020 Budgeted Expenditures		
2020 Budgeted Annual Grants	165,000	
2020 PBY Memorial	27,000	
2020 Chamber	130,000	
2020 ICT	<u>20,000</u>	
Total 2020 Budgeted Expenditures	342,000	
Budgeted 2020 Ending Cash		546,202
2020 Grants carried forward to 2021		<u>124,116</u>
Revised 2020 Ending Cash		670,318
2021 Anticipated Revenues		<u>275,000</u>
Total available for grants in 20201		945,318
Comitted 2021 Multi-Year Grants	157,000	
ICT MOU	40,000	
2020 Grants carried into 2021	<u>124,116</u>	
2021 Commitments	321,116	
Total Available Cash Anticipated - 2021		624,202

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

Bill No. 10.b.

Date: September 1, 2020

Subject: ExecuTime Update

**FROM: Mike Bailey, CPA, Interim Finance Director**

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

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

**RECOMMENDED ACTION**

Delay any further implementation of timekeeping solutions until early 2021 in order to assess the likelihood of replacing the payroll system itself and reviewing the available options for timekeeping, scheduling and time-entry into payroll. In the meantime, engage a firm with experience in financial systems assessments with regard to the City's financial systems needs, including payroll.

**BACKGROUND / SUMMARY INFORMATION**

I have been asked to do some investigation of the plans and progress towards implementing “ExecuTime” for the purpose of timekeeping and entry into the payroll system.

The City determined to implement ExecuTime in 2017 for the purposes of timekeeping. Attached (Attachment 1) is a review of the history of the project since that time. To date, the software is in some limited use in the Fire and Police Departments (as I understand it). However, the initial expectations for the system have not been realized. The project was put on “hold” for a couple of reasons. These include the impact of the COVID 19 pandemic on City work, on-going discussions with some labor groups regarding the impacts of implementation and internal issues. The attached timeline review was prepared by the Finance Department. It should be noted that there are some different perspectives as to the reasons the project has taken so long to get to this point.

As I understand it, one of the primary reasons for choosing ExecuTime was the integration to the city’s payroll system. In my review of the City’s systems, I am recommending including money in the next budget for the replacement of the financial systems. The City uses “Eden” as its core financial system. This was the predominant choice of Washington local governments in the 90’s. Eden was purchased and assumed into Tyler Technologies (Tyler) in 2003. Tyler made some initial improvements to Eden early on but has stopped evolving the product long ago. As such, the software functionality has not kept pace with modern finance office processes. The City’s systems are primarily paper-based and “bureaucratic”. Bureaucracy serves a purpose and a certain amount helps provide necessary controls on financial activity. However, many processes are overly burdensome due to the age of the financial software systems in place. As a result, I’m recommending the City seriously consider looking for a replacement financial system soon. If the financial system gets replaced, the timekeeping system should be part of that assessment.

The incoming Finance Director should be involved in determining how to proceed in modernizing the financial system and related tools. I’d recommend not making further investments in any timekeeping system while the City conducts a review of what systems are available for its core financial services needs. There are firms that conduct such reviews and are familiar with the market of available products. Engaging such a firm would be a wise investment in the City’s future.

## **LEGAL AUTHORITY**

## **FISCAL IMPACT**

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

City Council Special Meeting – August 2, 2017

## **ATTACHMENTS**

1. [Review of the History of the Timekeeping Project](#)
2. [ExecuTime Costs To Date](#)



## Attachment 1

### Review of the History of the Timekeeping Project

#### January 2017-September 2017

- Went through a selection process led by HR and Finance to determine which timesheet program would be best
- Vendors Demos for selection committee (HR/Payroll/Administrative Assistants) and Department Heads – March 2017
- Selected ExecuTime – Council approved RFP selection and contract signed and process design finalized in September 2017

#### September 2017- May 2018

- Filled out questionnaires for ExecuTime (Department Admins assisted in this)
- Purchased Hardware for VPN and timeclocks.
- Worked though a long process to get the hardware active and responsive
- ExecuTime input data we provided and had a beginning data base available by June 2018

#### June 2018

- ExecuTime on site for power user training for Administrative Assistants, Finance, and HR staff.

#### June 2018 – February 2019

- Finance worked with multiple ExecuTime staff (they kept changing staff on us – this was the longest set back) to setup the basic timesheet entry portion of the install
- Setup rules and calculation cells to ensure it applied our policy to the staff, both Union and Non-Represented

#### March 2019 – September 2019

- Advanced Scheduling with Fire and Police
- Weekly or Bi-weekly meetings with Advanced Scheduling staff at ExecuTime to setup all the rules and policy issues for this group
- Multiple schedules and understanding of how they need to be setup to flow correctly to Eden were done.

#### October 2019

- End user training for all staff for every department and roles within each department.

#### November 2019 – February 2020

- Testing of the program (Pilot group then City Wide); Included testing of flowing data from program into our TEST EDEN database
- Multiple levels of testing with select employees for the basic user, advanced scheduling user, time clock users.
- Non-Represented and Union employees with different rules applied are being tested

- At one point all employees were in the program and testing it and inputting time as we worked through issues and errors
  - Public works realized the timeclocks were causing issues; thus resulting in the refund of the timeclock hardware. They are now operating using the timesheet entry function of the program.

Projected GO LIVE WAS 3/1/2020 – Then COVID happened and delayed the process again

- Stephanie is new to Payroll and has had no involvement in the set up and original implementation of Executime and there is further set up that needs to happen in EDEN once we figure out the course of action to move forward with the program
- We still need some guidance and answers from HR regarding some gray areas in the employee policy manual that we would like to address through the program as well
- Union agreements for the delay in payroll

## Executime Costs Spent to Date Summary & Details:

Contract Itemization Details:	Estimated Costs	Actual @ 7/31/2020	Pending Refund	Overbudget/ (Underbudget)
SAAS	45,702.00	45,702.00	-	-
VPN Device	4,000.00	4,000.00	-	-
Installation Svc	20,480.00	26,240.00	-	5,760.00
<b>Contract Total</b>	<b>\$ 70,182.00</b>	<b>75,942.00</b>		
Travel (Outside Contract)	5,385.00	5,294.77	-	(90.23)
Timeclocks (Outside Contract)	-	18,337.69	(18,371.43)	(33.74)
<b>TOTAL SPENT TO DATE:</b>		<b>99,574.46</b>	<b>(18,371.43)</b>	<b>81,203.03</b>

\* See payment details on next page

**Payment History Details:**

Invoice Date	Inv #	Contract Item	Amount
10/1/2017	045-203890	SAAS	15,234.00
10/30/2017	045-205406	Installation	360.00
11/29/2017	045-208089	VPN	4,000.00
11/27/2017	145-207736	Installation	240.00
1/5/2018	045-212101	Installation	120.00
2/15/2018	045-214853	Installation	400.00
2/28/2018	045-216234	Installation	480.00
3/7/2018	045-217272	Installation	120.00
3/14/2018	045-218539	Installation	80.00
3/21/2018	045-219002	Installation	320.00
4/2/2018	045-219899	Installation	240.00
4/18/2018	045-221555	Installation	320.00
4/25/2018	045-222390	Installation	480.00
5/10/2018	145-223975	Installation	200.00
5/10/2018	145-223975	Installation	2,560.00
5/10/2018	145-223975	Travel	1,549.38
6/14/2018	045-228423	Travel	557.54
6/14/2018	045-228423	Installation	1,520.00
6/17/2018	045-228732	Timeclocks	18,337.69
7/3/2018	045-230821	Installation	1,720.00
7/5/2018	045-233127	Installation	280.00
7/18/2018	045-232644	Installation	800.00
8/15/2018	045-235212	Installation	1,560.00
8/29/2018	045-236633	Installation	560.00
9/26/2018	045-239530	Installation	760.00
10/3/2018	045-240251	Installation	1,960.00
10/1/2018	045-240737	SAAS	15,234.00
10/31/2018	045-242532	Installation	720.00
2/27/2019	045-254336	Installation	320.00
3/6/2019	045-255028	Installation	800.00
3/20/2019	045-256681	Installation	680.00
4/10/2019	045-259413	Installation	800.00
4/24/2019	045-260546	Installation	320.00
5/8/2019	045-261692	Installation	720.00
5/22/2019	045-264479	Installation	400.00
6/5/2019	045-265963	Installation	880.00
6/26/2019	045-268164	Installation	40.00
7/10/2019	145-270262	Installation	760.00
7/24/2019	045-271741	Installation	160.00
7/31/2019	045-272866	Installation	800.00
9/25/2019	045-278023	Installation	40.00
10/1/2019	045-279240	SAAS	15,234.00
10/9/2019	145-279705	Installation	320.00
10/23/2019	045-280842	Travel	3,187.85
10/28/2019	045-281161	Installation	(320.00)
11/13/2019	045-283053	Installation	1,360.00
11/30/2019	045-284731	Installation	320.00
12/31/2019	045-287393	Installation	240.00
1/29/2020	045-290851	Installation	240.00
1/31/2020	045-291557	Installation	40.00
2/12/2020	045-292513	Installation	280.00
2/26/2020	045-294059	Installation	320.00
3/12/2020	045-295906	Installation	80.00
3/31/2020	045-298771	Installation	360.00
4/30/2020	045-301056	Installation	80.00
5/30/2020	045-305250	Installation	160.00
6/30/2020	045-308757	Installation	80.00
7/31/2020	045-311758	Installation	160.00

**\*TOTAL PAID AS OF 7/31/2020: 99,574.46**

*\* Does not include refund for timeclocks; still pending receipt of check*

City of Oak Harbor  
City Council Agenda Bill

Bill No. 10.c.  
Date: September 1, 2020  
Subject: Interim Finance Director:  
Review for Council

**FROM: Mike Bailey, CPA, Interim Finance Director**

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

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

**RECOMMENDED ACTION**

Report only; no action needed.

**BACKGROUND / SUMMARY INFORMATION**

I have been asked to assist the City of Oak Harbor during their transition between finance directors. The help I've been asked to provide includes:

1. Providing interim finance director oversight
2. Oversee Finance Department services, city financial statements and city-wide budget
3. Assess finance department services, financial statements and city-wide budget
4. Assess employee responsibilities, staffing levels and hierarchy, and systems access
5. Provide recommendations to fill the full-time finance director vacancy
6. Provide recommended implementation changes to the Finance Department
7. Facilitate and assist the Mayor and City Council with the biennial budget calendar
8. I've worked two days a week, the past four weeks in the Finance Director capacity. This has contributed to my ability to complete the other tasks.
9. I've provided oversight to the Finance Department during this time and have had the opportunity to interview most employees in the department as well as several others in different departments that have intersecting duties with the Finance Department.
10. I've reviewed the recently completed annual financial report submitted by the City to the State Auditor's Office. I am impressed with the documentation that is incorporated in the report. I had no suggested changes (which is unusual).
  1. I have reviewed the current city-wide budget and discussed the budget with department staff and the City Administrator.
  2. I am impressed with the department staff. They are clearly competent in their duties and care deeply about the quality of their work. As I spend more time with the staff I will provide additional thoughts and input into improving the inner workings of the department. That said, the department is technically very capable and seems to be doing a very good job. I think there are opportunities to improve fiscal management

for the city as a whole which should be led by the Finance Department (see “Teamwork” below).

11. In my relatively brief time with the City, I’ve been able to observe employee responsibilities, typical duties, processes and procedures. The staff consists of both veteran employees with respect to their roles and some relatively new to their roles.
  1. I would say that the employees feel comfortable with their ability to do the work expected of them and to keep up with the work. As would be expected, the newer employees feel less comfortable with the workload than those who have many years in their role.
  2. The structure is working fairly well. In my experience, it is unusual to combine payroll and accounts payable responsibilities in one position. However, that seems to work here. Again, this employee is still getting used to her new role, but having access to her predecessor is very helpful and she is settling in.
  3. While I believe the structure and those doing the work are doing it well, there are many opportunities to integrate this work more broadly throughout the organization. While an employee at Public Works is responsible for some functions (such as purchasing, equipment rental and facilities), in most cases the Finance Department seems to operate very independently from other departments in the City.
    1. Examples of missed opportunities include a broader “teamwork”<sup>[1]</sup> approach to procurement, budget, internal control and fiscal management.
    2. One glaring example is the lack of “teamwork” between the finance and human resources functions. This connection is essential to strong internal controls and operational efficiency. While I’m not intending to make any significant changes during my brief stay, I do hope to start the dialog leading to a better integration of these work teams.
  4. There may be an opportunity for implementing a more hierarchical structure within the department. I don’t want to delve too deeply into that issue as it is better left for the permanent replacement. I do believe more cross-training and improved internal structure may add value once thoughtfully evaluated.
  5. The procedures seem to be thoughtfully documented.
  6. System access should also be reviewed by the permanent Finance Director. Staff observed that there may be some room for improvement – and I would agree.
12. Regarding filling the vacant finance director position, I believe the city is well on its way to identifying a highly qualified candidate. A number of well qualified candidates have applied and we will have conducted preliminary interviews with the top ten candidates by the time of this report. I do know some of the candidates and can continue to assist the city in this regard. While many are technically qualified, it will be important to find the right “fit” for the role here at the City of Oak Harbor (this relates to my recommendation to be intentional about creating a broader “teamwork” approach to fiscal management here at the City).
13. As previously stated, I am reluctant to implement many changes within the department. The permanent Finance Director will want the opportunity to implement those changes that they would prefer based on their particular strengths and areas of interest. That said, I am planning to start the discussions about a better working relationship between the finance function and others in the city.
  1. For example, we met today (8/25) with several staff members at Public Works to

discuss revenue estimates for the next biennium. Public Works staff have apparently not been involved in this aspect of the budget for “at least 23 years”. I routinely recommend involving others who have more direct knowledge about certain aspects of the City in these types of discussions (aka: teamwork).

14. Tallie and Jessica had already begun thinking about the need to update the budget calendar for the 2021-22 biennium. It has been updated and distributed.
  1. Staff have begun the budget process and I believe the calendar, the work already underway and the competency of those involved will result in a successful budget process.

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[1] I use the word “teamwork” in this context. In my experience, the best outcomes for local governments in financial management occur when the Finance Department serves as the hub in a type of hub, spoke and wheel king of configuration. This is supported by best practices as developed by the Government Finance Officers Association (GFOA).

**LEGAL AUTHORITY**

N/A

**FISCAL IMPACT**

N/A

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

Professional Services Agreement (PSA) with MRSC approved by City Council on July 22, 2020.

**ATTACHMENTS**