



Council Chambers, 865 SE Barrington Drive

September 15, 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.

To listen to the live meeting, please call (623) 404-9000, Meeting ID: 149 766 1467

(NOTE: Listen to audio only; No Comments. For Comments, follow directions below)

CALL TO ORDER

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

Pledge of Allegiance - Led by Mayor Robert Severns

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

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

3. CITIZEN COMMENT PERIOD

Citizens may comment on subjects of interest not listed on the agenda or items listed on the Consent Agenda. Public comment may be submitted electronically to the City Clerk at jlindsey@oakharbor.org or by calling 360-279-4539 (after 5 p.m. on the Friday preceding the meeting and prior to the agenda item). To ensure comments are recorded properly, state your name clearly when leaving 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 September 1, 2020
- c. PSE's Workplace EV (Electric Vehicle) Charging Station Pilot Program
- d. CWF/WJP - Final Release Agreement between Haarslev, Hoffman and the City of Oak Harbor for the Biosolids Dryer

5. MAYOR, COUNCIL & STAFF COMMENTS

- a. Mayor
- b. Councilmembers
- c. City Administrator
 - i. Approval of Special Meeting: October 13, 2020 - Budget Study Session
 - ii. Update: 2021-2022 Budget Preparation
 - iii. Update: Inflation Rate for Setting 2021 Property Taxes

6. PUBLIC HEARINGS & MEETINGS

To speak during a scheduled public hearing or meeting, please sign-in on the sheet provided in the Council Chambers. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak.

- a. None

7. ORDINANCES & RESOLUTIONS

- a. None

8. CONTRACTS & AGREEMENTS

- a. 2020 Street Overlays and TBD Project: Bayshore and Dock Street, Change Order No. 2 with Island County

9. OTHER ITEMS FOR CONSIDERATION

- a. None

10. REPORTS & DISCUSSION ITEMS

- a. Navy Groundwater Extraction Treatment and Recovery (GETR) System Easement in State Route 20
- b. 2021-2022 Revenue Forecast

11. CLOSED SESSION

ADJOURN

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

Bill No. 4.a.
Date: September 15, 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 15, 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.

September 4, 2020

Accounts Payable Voucher Numbers:

- Voucher Numbers 184286-184409 in the amount of \$267,111.72

September 15, 2020

Payroll:

Direct Deposit #54136-54275 in the amount of \$300,332.70

EFT #1264-1267 in the amount of \$116,694.64

Checks #101527-101532 totaling \$97,703.16

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Accounts Payable Voucher List 09a Ap&UB](#)

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184286	9/4/2020	0007449 A-1 PERFORMANCE, INC	33945 34013		AUG 2020 JANITORIAL SERVICES MONTHLY CLEANING SERVICES	4,409.05 824.09 Total : 5,233.14
184287	9/4/2020	0000007 AA ELECTRIC	11822 11823		ELECTRICAL SERVICE ELCTRICAL SERVICE	918.22 3,103.23 Total : 4,021.45
184288	9/4/2020	0007646 AGENDEASE, INC	2020-0120		MONTHLY LICENSE, SINGLE-BOARD	199.00 Total : 199.00
184289	9/4/2020	0008953 AKINLEYE, NANETTE	Ref000277154		UB Refund Cst #00169997	9.48 Total : 9.48
184290	9/4/2020	0010268 ALDERSON, NICHOLAS	Ref000277155		UB Refund Cst #00170890	437.00 Total : 437.00
184291	9/4/2020	0000028 ALL ISLAND LOCK & KEY	29931		PADLOCK/SHACKLE UPGRADE	64.41 Total : 64.41
184292	9/4/2020	0000029 ALL PHASE ELECTRIC SUPPLY	0952-597861		14/2C 600V T/C XLP/CPE	65.12 Total : 65.12
184293	9/4/2020	0000033 ALPINE PRODUCTS, INC	TM-196694		TH-TOLUENE	996.28 Total : 996.28
184294	9/4/2020	0001862 AMAZON/SYNCB	434865946679 434949898573 436334858784 436785895545 439545776993 439934778478 445894895536 446377546957 447839594743 448699464659 448864744468		NECK GAITER OFFICE SUPPLIES GAIAM YOGA MAT HAND SANITIZER BUNN 20115.0000 1000 COUNT 12 ELECTRIC TOOLS UNISEX MAGIC HEADBANDS LOGITECH PRO WEBCAM AIMPOINT PRO RED DOT VIVO HEIGHT ADJ SUMMIT RESPONSIBLE SOLUTIONS	413.70 55.66 27.21 456.72 21.14 431.14 84.90 136.11 484.61 195.97 47.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184294	9/4/2020	0001862	AMAZON/SYNCB			
			(Continued)			
			449534746343		MICROSOFTFMM-00001 TYPE COVER	98.00
			449935969344		BLUETOOTH HEADSET	126.72
			453654663377		MICROSOFT ARC MOUSE	121.76
			455743487344		HEAVY DUTY LOC	136.70
			456366634768		THERMOMETER	76.22
			456738483474		WIRELESS MICROPHONE/CABLES	380.86
			456869887354		VALUE SERIES AIR	143.69
			457483557376		CLEANING GEL	13.70
			457948744737		TETON SPORTS OUTFITTER	151.55
			458663563899		SIKKINS 899701 INTERLUX	52.87
			459935838477		BEHRINGER SHARK AUTOMAT	433.42
			464745364854		EPSON WORKFORCE ES-50 PORTABLI	646.86
			467454496367		SHELF TOTE	42.06
			473584994494		LOGITECH WIRELESS KEYBOARD	20.68
			478966774499		PROTECTIVE FACE SH	152.45
			489863847946		EPSON WORKFORCE ES-50 PORTABLI	646.86
			493538746747		4PLY TURF TIR	169.78
			497343633897		TOSHIBA CANVIO	98.00
			533476733838		MICROSOFT FMM-00001 TYPE COVER	431.20
			534898839876		HAND SANITIZER	456.72
			537779984569		MICROSOFT SURFACE PRO 7 12.3	1,742.39
			545758647565		GERM GUARDIAN TRUE HEPA FILTER	98.00
			548698939537		DR BONNERS ORGANIC HAND SANITIZ	65.04
			567736679793		MICROSOFT SURFACE PRO 7 12.3	5,201.04
			577469665447		LIMO STUDIO PHOTOGRAPHY PHOTO	68.56
			634393867446		HEAVY DUTY DATE STAMP	26.08
			653588643736		HYDRAULIC OIL	60.97
			655339759995		KODIAK 10IN-12IN DISC BRAK	43.55
			655678569467		SELFIE RING LIGHT	50.08
			674335753575		GERM GUARDIAN TRUE HEPA FILTER	98.00
			683359567945		HAND2MIND WRAP AROUND SAFETY	895.47
			737738446338		LENS CLEANING WIPES	25.04
			743639857593		WD 4TB ELEMENTS PORTABLE EXTER	107.80
			757643965386		3M FORENSIC LATENT	22.60
			758559867785		NECK GAITER	18.50
			779665679358		DR BRONNERS HAND SOAP	65.29

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184294	9/4/2020	0001862	AMAZON/SYNCB		(Continued)	
			794547975589		STENO PADS	21.77
			839644334875		SAFETY GLASSES	80.56
			865554853968		REFUND	-32.66
			87894893358		COMET	30.18
			897553774393		PURTURE ALL PURPOSE MAGNETIC H	9.79
			899687365989		HYDRO FILTER	86.29
			945486354533		VARI DUAL MONITOR ARM	212.36
			947336576389		SELFIE RING LIGHT	50.08
			948649397944		HAND SANITIZER	546.20
			964867664594		BLANKET/PILLOWCASES	297.18
			966363675843		MAGIC HEADBAND	137.10
			967947678588		HAND SANITIZER	26.07
			976589387385		AIMPOINT PRO RED DOT	484.61
			976937593476		CHAIR COVERS	80.46
			993663749669		VIVO HEIGHT ADJ	195.97
					Total :	17,569.48
184295	9/4/2020	0008884	ANACORTES PRINTING	4101	MARINA INVOICE BOOKLETS	886.02
					Total :	886.02
184296	9/4/2020	0008435	ANDREANO, JEREMY	080520	JULY REIMBURSEMENT	20.00
					Total :	20.00
184297	9/4/2020	0000050	ARAMARK	22685676	REUSABLE FACE MASKS	282.05
					Total :	282.05
184298	9/4/2020	0007839	ASHLEY'S DESIGN & LETTERMAN	6826	EMBROIDERY	32.67
					Total :	32.67
184299	9/4/2020	0000159	AT&T MOBILITY	287249477751X0824202	CURRENT WIRELESS SERVICES	73.15
					Total :	73.15
184300	9/4/2020	0000082	BAYSHORE OFFICE PRODUCTS, INC	851944	DESKS	12,188.15
					Total :	12,188.15
184301	9/4/2020	0000094	BERG VAULT COMPANY	90442	MH GRADE RING CONCRETE	172.83

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184301	9/4/2020	0000094 0000094 BERG VAULT COMPANY	(Continued)			Total : 172.83
184302	9/4/2020	0000100 BIRCH EQUIPMENT	219979-5		BOOM LIFT	6,672.33
						Total : 6,672.33
184303	9/4/2020	0002551 BOS, BRYON	080520		JULY REIMBURSEMENT	20.00
						Total : 20.00
184304	9/4/2020	0001558 BOUND TREE MEDICAL, LLC	83744229		DEFIB PADS/HEARTSTART SMART PAD	460.99
						Total : 460.99
184305	9/4/2020	0010254 CALCIFER GLASS	081420		CARES GRANT	10,000.00
						Total : 10,000.00
184306	9/4/2020	0000150 CASCADE NATURAL GAS	27891142880		NATURAL GAS/1375 SE CITY BEACH ST	2,586.90
						Total : 2,586.90
184307	9/4/2020	0010273 COOPER, THERESA	Ref000277161		UB Refund Cst #00178272	165.98
						Total : 165.98
184308	9/4/2020	0000694 CORE & MAIN	M857548		SS1-6.35X12 6X12 REP CLP	553.67
						Total : 553.67
184309	9/4/2020	0010256 CORIN, LEONARD	090420		MOORAGE REFUND	227.41
						Total : 227.41
184310	9/4/2020	0000247 DIAMOND RENTALS	1-598926		TRENCHER	245.03
						Total : 245.03
184311	9/4/2020	0010259 DOWLING, BRENDAN	090420		MOORAGE REFUND	99.49
						Total : 99.49
184312	9/4/2020	0010267 DROWN, KEITH OR ASHLEY	Ref000277153		UB Refund Cst #00149409	198.04
						Total : 198.04
184313	9/4/2020	0000273 EDGE ANALYTICAL, INC	20-28419 20-29512		SAMPLE TESTING	18.00 100.00
						Total : 118.00

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184314	9/4/2020	0009073 EMERGENCY REPORTING, LLC	INV202018182		FP-1 FIRE PACKAGE/WSD 4WEB SERV	263.72
					Total :	263.72
184315	9/4/2020	0008922 EMPLOYMENT SCREENING RESOURCES	213471		EMPLOYMENT SCREENING	109.45
					Total :	109.45
184316	9/4/2020	0001666 ENVIRO-CLEAN EQUIPMENT	20-51839		MOTOR, G/B	1,319.38
					Total :	1,319.38
184317	9/4/2020	0008082 EVIDENT, INC	161631A		DISP MASKS/EVIDENSE BAGS/HINGE L	227.25
					Total :	227.25
184318	9/4/2020	0007161 EWING	12416329		BATTERY CNTRL/SOLENOID	500.46
					Total :	500.46
184319	9/4/2020	0006276 EXPRESS SERVICES, INC	24096569		ADMIN ASS TEMP	660.73
					Total :	660.73
184320	9/4/2020	0000308 FEDERAL EXPRESS	7-107-19679		GROUND SERVICE	162.10
					Total :	162.10
184321	9/4/2020	0010272 FELDMAN, EILEEN	Ref000277160		UB Refund Cst #00177990	102.47
					Total :	102.47
184322	9/4/2020	0010269 FOWELLS, YANINA	Ref000277156		UB Refund Cst #00172828	241.51
					Total :	241.51
184323	9/4/2020	0000326 FRONTIER BUILDING SUPPLY	196707		SIDING/BROWN PLYEDGE	258.65
					Total :	258.65
184324	9/4/2020	0000329 GALLS	3524580		CLOTHING	427.85
			3524580		CLOTHING	403.54
					Total :	831.39
184325	9/4/2020	0000345 GREATER OAK HBR CHAMBER OF COM	30415		VISITOR CENTER OPERATIONS GRAN	10,833.33
			30419		CITY 2%MARKETING GRANT 2020	1,492.00
			30420		VISITOR CENTER OPERSTIONS GRAN	10,833.33
			30421		CITY 2%MARKETING GRANT 2020	4,200.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184325	9/4/2020	0000345 0000345 GREATER OAK HBR CHAMBER OF COM	(Continued)			Total : 27,358.66
184326	9/4/2020	0004974 GREEN LIGHT SOLUTIONS	8600		MAINTENANCE&INSPECTIONS	940.00
					Total :	940.00
184327	9/4/2020	0010264 GRISHAM, SETH	082720		REFUND PORTION OF CPL FEES	26.00
					Total :	26.00
184328	9/4/2020	0006590 HAFFNER, OTTO	080520		JULY REIMBURSEMENT	20.00
					Total :	20.00
184329	9/4/2020	0008996 HARMSSEN & ASSOC, INC	20_1092		PROF SVC/FAKKEMA ACCESS ROAD	2,353.75
					Total :	2,353.75
184330	9/4/2020	0005515 HDR ENGINEERING, INC	1200287599 1200287600		PROFESSIONAL SERVICES PROF SVC/PROJECTION OF SEWER SI	685.00 3,410.82
					Total :	4,095.82
184331	9/4/2020	0006520 HOPKINS, CAMERON	080520		JULY REIMBURSEMENT	20.00
					Total :	20.00
184332	9/4/2020	0008582 INTERPRETING TECHNOLOGY	IT35803		MANAGED CARE 2020	17,260.65
					Total :	17,260.65
184333	9/4/2020	0005884 ISLAND COUNTY HUMAN SERVICES	2ND QTR 2020		2ND QUARTER 2020 EXCISE LIQUOR T	1,691.23
					Total :	1,691.23
184334	9/4/2020	0000411 ISLAND COUNTY TREASURER	090120		CRIME VICTIM ASSISTANCE FUNDS-CI	102.72
					Total :	102.72
184335	9/4/2020	0005445 ISLAND DEFENSE, PLLC	068		PUBLIC DEFENSE AUGUST	7,700.00
					Total :	7,700.00
184336	9/4/2020	0000438 ISLAND GLASS COMPANY	2020-1807		INSULATED UNIT 43	283.14
					Total :	283.14
184337	9/4/2020	0000794 JOHN DEERE FINANCIAL	13457		PULLEY SPA/DRIVESHAFT/TENSIONER	1,610.00
					Total :	1,610.00

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184338	9/4/2020	0005033 KAY PARK-REC CORP	189833		PLANK CEDAR/FRAME GREEN	1,033.00
					Total :	1,033.00
184339	9/4/2020	0001560 KENT D BRUCE COMPANY	7038		MOUNT KIT UNIVERSAL	48.92
					Total :	48.92
184340	9/4/2020	0000476 KERR, JACK	08-20		PUBLIC DEFENSE SCREENING	1,600.00
					Total :	1,600.00
184341	9/4/2020	0010274 LANDAU ASSOCIATES, INC	0046407		CLEAN WATER FACILITY AIR MONITOR	2,961.35
					Total :	2,961.35
184342	9/4/2020	0000979 LES SCHWAB	41400506216		TIRES	3,278.48
					Total :	3,278.48
184343	9/4/2020	0000515 LOGGERS & CONTRACTORS, INC	76428		WIRE BRISTLE HEAVY DUTY STREET E	4,051.74
					Total :	4,051.74
184344	9/4/2020	0010263 LOWERY, ANGELA	082520		PARK RESERVATION REFUND	25.00
					Total :	25.00
184345	9/4/2020	0000530 MAILLIARD'S LANDING NURSERY	214115		BARK MEDIUM	146.64
					Total :	146.64
184346	9/4/2020	0000660 MARKET PLACE FOOD & DRUG	756195 765359		GROCERIES GROCERY	474.12 286.62
					Total :	760.74
184347	9/4/2020	0006072 MASTER'S TOUCH, LLC	70985 P70985		LATE NOTICES POSTAGE	352.34 437.77
					Total :	790.11
184348	9/4/2020	0010261 MATTSON, STEPHEN	090420		MOORAGE REFUND	299.26
					Total :	299.26
184349	9/4/2020	0010262 MERIDIAN SCALE	46968		SERVICE,TECHNICIAN HOURS FOR RE	1,352.54
					Total :	1,352.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184350	9/4/2020	0000197 MILES SAND & GRAVEL COMPANY	1805902		CRUSHED ROCK	293.49
Total :						293.49
184351	9/4/2020	0000587 MOTOR TRUCKS, INC	MV239179		SPRING BRAKE	64.11
Total :						64.11
184352	9/4/2020	0008460 MOUNTAIN MIST	003648185		WATER	13.84
Total :						13.84
184353	9/4/2020	0010252 NATALIA TALO STATE FARM INS.	081020		CARES GRANT	3,475.00
Total :						3,475.00
184354	9/4/2020	0003176 NATIONAL SAFETY, INC	0588568-IN 0589653-IN		FLEXSEAL GOG NVY HARD HAT/EARPLUGS	364.60 320.71
Total :						685.31
184355	9/4/2020	0000608 NC MACHINERY COMPANY	MVCS0318993		CYLINDER GP	1,084.26
Total :						1,084.26
184356	9/4/2020	0001356 NFPA	080420		MEMBERSHIP	175.00
Total :						175.00
184357	9/4/2020	0009629 NORTHWEST HANDLING SYSTEMS, IN	01E7701900		SR UPRIGHT/BEAM/WIRE DECK/ANCHOR	10,007.91
Total :						10,007.91
184358	9/4/2020	0000672 OAK HARBOR ACE	328658 328848 329030 329050 329051 329126 329144 329145 329181 329197 329278 329312 329316		SEALANT/VALVE FASTNERS/CORD PAINTBRUSHES/PRIMER FREEZER BAG/SHOWER SPRAY ADAPTR/THREAD SEAL TAPE/VINYL TL KEY SCREWS MOP EPOXY FOAM WASP KILLER CHAMBER PADS BATTERY VELCRO	39.17 23.08 65.66 39.76 20.81 8.66 7.84 27.86 8.27 8.69 19.58 5.43 14.15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184358	9/4/2020	0000672 OAK HARBOR ACE	(Continued) 329336		BATTERY	18.50
Total :						307.46
184359	9/4/2020	0000668 OAK HARBOR AUTO CENTER	359013938 359014252		SPIN ON FUEL CABIN AIR PAN	209.54 46.12
Total :						255.66
184360	9/4/2020	0000676 OAK HARBOR POLICE DEPARTMENT	081820		PIZZA 5+PLUS 2 WGROUP	15.22
Total :						15.22
184361	9/4/2020	0003007 OFFICE DEPOT	113042965001 113085135001 113167253001 2428020828		OFFICE SUPPLIES OFFICE SUPPLIES INDEX USB ELITE EDGE	104.88 43.01 68.66 146.98
Total :						363.53
184362	9/4/2020	0006007 O'REILLY AUTO PARTS	2532-197288 2532-197444 2532-198735 2532-198775 2532-199446		DISC PAD/BRAKE ROTOR DISC PAD SET RETURN SCRATCH FIX GLADHAND SHIFT INTERL	248.83 -93.77 18.50 14.03 49.91
Total :						237.50
184363	9/4/2020	0010253 ORGANIC BLISS SALON	080420		CARES GRANT	2,600.00
Total :						2,600.00
184364	9/4/2020	0000089 OWEN EQUIPMENT COMPANY	00098873		VOYAGER CAMERA	993.95
Total :						993.95
184365	9/4/2020	0008751 PACIFIC GOLF & TURF	01-101741 01-101823		TIRE VAVLE/WHEEL ASSY/RIM WHEEL RIM WHEEL FRONT	742.64 349.80
Total :						1,092.44
184366	9/4/2020	0003164 PAINTERS ALLEY	P0026808 P0027265 P0027340		CORDLESS AIRLESS HANDHELD SPRA JOMAX HOUSE CLEANER PRIMER/MASKING TAPE	1,358.67 81.51 298.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184366	9/4/2020	0003164 0003164 PAINTERS ALLEY	(Continued)			Total : 1,739.02
184367	9/4/2020	0010257 PAMPEYAN, TED	090420		MOORAGE REFUND	324.11
						Total : 324.11
184368	9/4/2020	0001218 PBY MEMORIAL ASSOCIATION	161631A		FEE REIMBURSEMENT/ADVERTISING	2,250.00
						Total : 2,250.00
184369	9/4/2020	0006209 PEP BOYS #6448	064482029222		TIRES	2,520.45
						Total : 2,520.45
184370	9/4/2020	0007877 POLLOCK, JONATHAN	080520		JULY REIMBURSEMENT	20.00
						Total : 20.00
184371	9/4/2020	0000724 PONY MAILING & BUSINESS CENTER	326765		POSTAGE	84.46
						Total : 84.46
184372	9/4/2020	0010258 POST, JOHN	090420		MOORAGE REFUND	39.29
						Total : 39.29
184373	9/4/2020	0000743 PUGET SOUND ENERGY	200002036917 200003131170 200004839284 200007268135 200010549943 220002247165 220010389959 300000007421		BTWN BAYSHORE DR & BEEKSMA DR, ELECTRICITY/WELL #7 ELECTRICITY/1019 SW SWANTOWN AV ELECTRICITY/SW ERIE ST SW BARRIN ELECTRICITY/WELL #6 ELECTRICITY/SW FAIRWAY POINT DR ELECTRICITY/1375 SE CITY BEACH ELECTRICITY/STREET LIGHTS	68.81 13.54 148.69 175.37 13.54 10.66 26,744.54 11,827.49
						Total : 39,002.64
184374	9/4/2020	0009982 RAD POWER BIKES, LLC	D80965		RADROVER ELECTRIC FAT BIKE VERS	3,967.23
						Total : 3,967.23
184375	9/4/2020	0010265 RED HAWK FIRE PROTECTION	090120		REFUND BUSINESS LICENSE	12.50
						Total : 12.50
184376	9/4/2020	0010260 SANDSTROM, CARL	090420		MOORAGE REFUND	473.05

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184376	9/4/2020	0010260 0010260 SANDSTROM, CARL	(Continued)			Total : 473.05
184377	9/4/2020	0000796 SCHROER, PAUL	080520		JULY REIMBURSEMENT	20.00
						Total : 20.00
184378	9/4/2020	0010271 SCHWIETERMAN, MARC	Ref000277159		UB Refund Cst #00177682	57.22
						Total : 57.22
184379	9/4/2020	0000801 SEA WESTERN, INC	INV7370		CAIRNS MODERN HELMET/FACESHIEL	1,363.60
						Total : 1,363.60
184380	9/4/2020	0005967 SEATTLE AUTOMOTIVE DIST	S6-5680310		VEHICLE MAINTENANCE	330.65
						Total : 330.65
184381	9/4/2020	0008963 SEMRAU ENGINEERING AND SURVEY	5749C-2		GENTLE DENTISTRY	843.75
			5749I-12		HARBOR STATION	168.75
			5749K-9		MCDONALDS	978.75
			5749L-15		PARK TERRACE	33.75
			5749N-11		STABIL	371.25
			5749V-16		HILLSIDE CENTER	168.75
			5749W-17		HILLSIDE PRD	1,451.25
			5749Y-6		WHIDBEY DENTAL	101.25
			5923B-10		MARIN WOODS PLAT	540.00
			5923E-13		HOWARDS POINTE	371.25
			5923M-2		PCM STAPLE BLA	202.50
			5923O-1		WEST BROWN	405.00
						Total : 5,636.25
184382	9/4/2020	0008395 SHELLEY, JR, TIM	20200901		RECORDING SERVICES	1,919.51
						Total : 1,919.51
184383	9/4/2020	0000831 SIX ROBBLEES', INC	14-402801-1		OIL SEAL	108.33
						Total : 108.33
184384	9/4/2020	0000814 SKAGIT FARMERS SUPPLY	507443		ETHANOL FREE UNLEADED	25.62
						Total : 25.62
184385	9/4/2020	0009978 SOLENIS	131679942		PRAESTOL	4,132.12

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184385	9/4/2020	0009978 0009978 SOLENIS			(Continued)	Total : 4,132.12
184386	9/4/2020	0000846 SOUND PUBLISHING, INC	7992830		JULY 2020/PUBLICATIONS-ACCT#80125	854.00
			WNT905704		CITY ORDINANCES	41.12
			WNT905762		CITY NOTICES	34.27
			WNT905993		CITY APPLICATIONS	62.30
			WNT906415		CITY NOTICES	403.70
			WNT906499		CITY NOTICES	30.53
					Total :	1,425.92
184387	9/4/2020	0000860 STANDARD INSURANCE COMPANY	082120		LIFE/POCFF	276.88
					Total :	276.88
184388	9/4/2020	0003883 STAPLES BUSINESS ADVANTAGE	3453513587		BLACK TONER	77.86
			3453982552		OFFICE SUPPLIES	90.90
			3453982563		BLACK TONER	129.54
			3453982565		OFFICE SUPPLIES	102.14
			3453982567		CREDIT TONER	-95.49
			3453982571		CREDIT TONER	-100.94
			3453982574		CREDIT TONER	-100.94
			3453982579		CREDIT TONER	-100.94
			3454517084		DESK SIGN PLATE	11.21
			3454517086		IOGEAR USB	29.61
			3454517088		BRD WHITE/FOLDER	132.80
			3454517093		INK	718.00
					Total :	893.75
184389	9/4/2020	0008470 STEAM WEB HOSTING	4021		WEB HOSTING	19.95
					Total :	19.95
184390	9/4/2020	0000933 TEREX SERVICES, INC	7054316		ANNUAL INSPECTION	1,808.44
					Total :	1,808.44
184391	9/4/2020	0010251 TERRACE WINE BAR & BISTRO	081220		CARES GRANT	3,480.00
					Total :	3,480.00
184392	9/4/2020	0010235 THEUNE, NANCY	Ref000277157		UB Refund Cst #00173494	175.70

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184392	9/4/2020	0010235 0010235 THEUNE, NANCY	(Continued)			Total : 175.70
184393	9/4/2020	0010270 THOMAS, KATLIN	Ref000277158		UB Refund Cst #00175371	163.46 Total : 163.46
184394	9/4/2020	0001053 TREASURER, WASHINGTON STATE	090120		STATE PORTION COURT FEES/BUILDIN	6,853.06 Total : 6,853.06
184395	9/4/2020	0010255 TURLEY, JACK	090420		MOORAGE REFUND	5.30 Total : 5.30
184396	9/4/2020	0006331 ULINE	123271021		PEGBOARD/BUMP CAP	118.64 Total : 118.64
184397	9/4/2020	0000937 VALLEY FREIGHTLINER, INC	SR302020557:01		SERVICE REPAIR	2,363.65 Total : 2,363.65
184398	9/4/2020	0010266 WALLIN, MARTHA	Ref000277152		UB Refund Cst #00126957	175.70 Total : 175.70
184399	9/4/2020	0000995 WEST, GARY	082020		OUT OF POCKET EXPENSE DENTAL	168.00 Total : 168.00
184400	9/4/2020	0001039 WESTERN TRUCK CENTER	026P12815		BRAKE DRUM/CERAM WHLKT	466.64 Total : 466.64
184401	9/4/2020	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1373		AUGUST 2020 CITY CONTRACT	4,166.67 Total : 4,166.67
184402	9/4/2020	0001000 WHIDBEY AUTO PARTS, INC.	429191 429769 429851 430155 430340		SEAL RELAY DRL/BIT BAT BOLT/NUTS VALVE	0.62 33.31 10.08 5.26 57.63 Total : 106.90
184403	9/4/2020	0008886 WHIDBEY HOMELESS COALITION	082720		HAVEN SERVICES	3,000.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184403	9/4/2020	0008886 0008886 WHIDBEY HOMELESS COALITION	(Continued)			Total : 3,000.00
184404	9/4/2020	0003418 WHIDBEY ISLAND EMS COUNCIL	083120		EMT TRAINING	1,781.64
						Total : 1,781.64
184405	9/4/2020	0001017 WHIDBEY PRINTERS	51313		SILVER FOIL,BLIND EMBOSSED CITY S	286.41
						Total : 286.41
184406	9/4/2020	0007078 WHIDBEY SIGN COMPANY	20359		SIGNS FOR PARK	561.92
						Total : 561.92
184407	9/4/2020	0001061 XEROX CORPORATION	011029810 011029811 011029813 011029814 011029816		JULY 2020 COPIER RENTAL JULY 2020 COPIER RENTAL JULY 2020 COPIER RENTAL JULY 2020 COPIER RENTAL JULY 2020 COPIER RENTAL	339.09 329.39 793.83 769.32 694.87
						Total : 2,926.50
184408	9/4/2020	0010128 ZENON ENVIRONMENTAL CORP	900545861		ADHESIVE SILICONE	146.62
						Total : 146.62
184409	9/4/2020	0000355 ZIPLY FIBER	197-0420 279-9510 279-9874 675-1568 675-1669 675-3121 675-5190 679-0500 679-1651 679-2530 679-3228		FIBER CONNECITON CURRENT PHONE CHARGES CURRENT PHONE CHARGES	869.36 65.03 115.79 269.14 73.84 64.84 45.02 68.98 64.88 71.26 256.17
						Total : 1,964.31
124 Vouchers for bank code : bank						Bank total : 267,111.72
124 Vouchers in this report						Total vouchers : 267,111.72

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 15, 2020
Subject: Minutes: Regular Council
Meeting of September 1, 2020

FROM:

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

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Minutes of September 1, 2020 Regular Council Meeting](#)

Oak Harbor City Council
Regular Meeting Minutes
September 1, 2020

Due to COVID-19, physical distancing and masks were required of attendees per WA Proclamation 20-28. The meeting was also available to view via YouTube or Channel 10 or by calling 623-404-9000 and entering the meeting ID: 149 766 1467 for audio only.

CALL TO ORDER

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

Invocation – Led by Pastor Ron Lawler, Family Bible Church

Pledge of Allegiance – Led by Mayor Severns

Mayor Severns thanked City Staff, the City Council and the community for working with the changing requirements to prevent the spread of COVID-19. He explained the Council and the majority of staff would continue to participate remotely and he and the minimal staff in Council Chambers were physically distanced at least six feet apart and wearing masks. Mayor Severns noted Island County is currently in a modified and reduced Phase 3. Per Island County Public Health, non-essential travel outside of the County and State is highly discouraged at this time. He asked citizens to please recreate and shop locally this holiday weekend and to remember to wear masks and keep physical distance in public spaces.

Mayor Severns noted more details about COVID-19 and its impact on City services can be found on the City's website, www.oakharbor.org. Additionally, Island County Human Services is providing assistance for rent, mortgage payments and utilities. Contact them by phone at (360) 678-8284.

ROLL CALL

City Council Present: Videoconference

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

Staff Present: Videoconference

City Administrator Blaine Oborn
Interim Finance Director Mike Bailey
Public Works Director Cathy Rosen
Development Services Director David Kuhl
City Engineer Jim Bridges
Project Engineer Brett Arvidson
Fire Chief Ray Merrill
Police Chief Kevin Dresker
Interim City Attorney Anna Thompson
Human Resources Generalist Kim Andrews
City Administrator Assistant Lisa Felix
Public Information Officer Sabrina Combs
City Clerk Julie Lindsey

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

1. APPROVAL OF AGENDA

Hearing no changes to the agenda it was presented for approval. Councilmember Servatius moved to approve the agenda as presented, seconded by Mayor Pro Tem Munns The vote on the motion carried unanimously and the agenda was approved as presented.

2. PRESENTATIONS

a. Proclamations

None.

b. Honors & Recognitions

None.

c. Community Presentations

None.

3. CITIZEN COMMENT PERIOD

Mayor Severns explained citizens may comment on subjects of interest not listed on the Agenda or items listed on the Consent Agenda. Comments could be submitted by email to the City Clerk at jlindsey@oakharbor.org or by calling 360-279-4539 after 5 p.m. on the Friday preceding the meeting and prior to the agenda item.

Public comment specific to this meeting was received from Shannon Bly regarding the Whidbey Island Grown Cooperative 4th Annual WIG Weekend, September 4-7. WIG is a celebration of local food put on by the organizers and members of the Whidbey Island Grown Cooperative. For more information visit www.whidbeyislandgrown.com and from Jeff James who commented on the separation of Church and State. The City Clerk read both comments into the record.

Hearing no others, the Public Comment period was closed.

4. CONSENT AGENDA

Consent Items

- a. Approval of Payroll and Accounts Payable Vouchers
- b. Minutes of Regular Council Meeting of August 18, 2020 and Council Workshop Meeting of August 26, 2020
- c. Confirm Mayoral Appointment of the City Attorney and Authorize Execution of a Professional Service Agreement: Weed, Graafstra & Associates, Inc. P.S. for City Attorney Services
- d. US Navy Request for Right of Entry – City of Oak Harbor Marina

Mayor Severns called for any changes or objections to the Consent Agenda. Hearing none, the items were approved as presented.

5. MAYOR, COUNCIL & STAFF COMMENTS

a. Mayor

Mayor Severns provided his respective comments and announcements, including a welcome of David Kuhl to his first week as Development Services Director.

He announced City offices would be closed in observation of Labor Day on September 7. The Labor Day holiday means garbage/recycling service collection moves from September 7 to September 8

Mayor Severns took a moment to offer condolences and thanks for the many wonderful events and organizers who have had to cancel their event this year due to COVID-19. Many events were impacted, including family, church, and squadron picnics, and smaller events, but some of the larger events and organizers include,

- Holland Happening and 4th of July - Greater Oak Harbor Chamber of Commerce
- Relay for Life - American Cancer Society
- National Night Out - OHPD, Island County Sheriffs, Base Police and Canine Units, SAR, etc.
- Lions Club Car Show - North Whidbey Lions Club
- Pigfest - Scott Fraser and team
- Oak Harbor Music Festival - Cynthia and Larry Mason and their Board of Directors
- Military Appreciation Picnic - Navy League
- Hydros for Heroes - the Craig McKenzie Group and Rotary Club
- Whidbey Island Marathon - City sponsored event

He also thanked Superintendent Gibbon and his leadership of Oak Harbor Public Schools as they navigate the challenges of conducting school during a pandemic. The “soft start” for school is September 14, and the City is working to support our staff and the community as a whole as they select the best program for their family and adapt to the changes with distance and in-person hybrid learning.

b. Councilmembers

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

c. City Administrator

City Administrator Oborn provided his respective comments and announcements.

i. Clean Water Facility Update - City Administrator Oborn introduced Brett Arvidson, Project Engineer, who provided background information and an update on the status of the Construction Punchlist for the Clean Water Facility.

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

6. PUBLIC HEARINGS & PUBLIC MEETINGS

- ### a. None.
- It was noted that a public hearing notice had been issued for Ordinance No. 1911. This public hearing was cancelled as amendments to this Ordinance do not require a public hearing. This item was removed from the Agenda prior to publishing. Updates will be presented to Council at a later date.

7. ORDINANCES & RESOLUTIONS

- a. None.

8. CONTRACTS & AGREEMENTS

- a. Professional Services Agreement: for Water System SCADA Master Plan

City Engineer Bridges and Public Works Director Rosen provided the background regarding a contract with S&B, Inc. to develop a System Control and Data Acquisition (SCADA). The City owns and maintains a public water system and is operated and controlled through various electronic controls. The control systems have reached their design life expectancy and require replacement. Engineer Bridges reviewed the scope of work for the Agreement.

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

Motion: Mayor Pro Tem Munns moved to authorize the Mayor to sign a Professional Services Agreement for the Water System SCADA Master Plan with S7B, Inc. The motion was seconded by Councilmember Hizon. The motion passed unanimously.

- b. Professional Services Agreement: Municipal Research and Services Center (MRSC) for Consultant CPA Services, Amendment 1

City Administrator Oborn, along with MRSC Consultant Mike Bailey, serving as Interim Director of Finance, provided the background regarding the Agreement. The Council requested and authorized the initial Professional Services Agreement with MRSC for the services of Mike Bailey, CPA on July 22, 2020 and he began serving in that role on August 1, 2020. The proposed amendment would extend that Agreement to October 31, 2020.

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

Motion: Following an extended discussion, Mayor Pro Tem Munns made a motion to authorize the Mayor to sign an amended version of 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 September 30, 2020 and adding \$13,000 to the contract amount, instead of the proposed extension to October 31, 2020. Councilmember Woessner seconded the motion. The motion as amended to September 30, 2020 passed 4-2 with Councilmembers Servatius and Mack opposed.

9. OTHER ITEMS FOR CONSIDERATION

None.

10. REPORTS & ITEMS FOR DISCUSSION

- a. 2021 LTAC Discussion

Interim Finance Director Bailey reported on the Lodging Tax Advisory Committee (LTAC) 2020 allocations and limitations due to the COVID pandemic. He reviewed revenue estimates and expectations for 2021 and a revenue estimate for 2022.

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

b. ExecuTime Update

Interim Finance Director Bailey provided an update regarding the timekeeping program. Staff is recommending delay of any further implementation until early 2021 in order to assess the likelihood of replacing the payroll system itself and review by a new Finance Director and budget planning.

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

c. Interim Finance Director: Review for Council

Interim Finance Director Bailey reviewed his scope of work in the interim capacity and a listing of duties performed and oversight provided. He noted the excellent job done by staff, which he characterized as very technically capable. Interim Director Bailey noted there were some paperwork redundancies, but all desk manuals appeared to be up to date. He noted a need for teamwork and observed a fair amount of cooperation and customer service.

11. EXECUTIVE SESSION

Mayor Severns announced that the City Council would go into executive session for the purpose of discussing acquisition of Real Estate per RCW 42.30.110 (1) (b). Anticipated duration was ten minutes. Mayor Severns noted the Council was not expected to take action upon return to the open session. Executive Sessions are not open to the public.

The Council entered into Executive Session at 7:41 p.m.

Council came out of the executive session at 7:51 p.m.

Mayor Severns noted no action would be taken regarding the real estate matter discussed.

ADJOURN

Motion: Motion by Councilmember Wasinger to adjourn, second by Mayor Pro Tem Munns. The motion was approved by a unanimous vote, therefore the meeting adjourned at 7:52 p.m.

Certified by Julie Lindsey, City Clerk

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

Bill No. 4. c.
Date: September 15, 2020
Subject: PSE's Workplace EV (Electric Vehicle) Charging Station Pilot Program

FROM: Chief Kevin Dresker; Police Department

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 Chief Dresker to enter into an agreement with PSE (Puget Sound Energy) to provide a commercial dual port charging station for electric vehicles. The term of the contract is a five year period from 11/02/2020 - 11/01/2025.

BACKGROUND / SUMMARY INFORMATION

The City was notified in July that they had been invited to apply for PSE's Workplace EV Charging Station Pilot Program. PSE pays for equipment and installation, and the applicant keeps the equipment at the end of the pilot phase. The Police Department applied for and was approved for a commercial dual port charging station which will support two dedicated parking spaces in our secure lot.

LEGAL AUTHORITY

OHMC 2.390.050 "Contracts exceeding one year or the limit of the biennial budget"

FISCAL IMPACT

The PD would be invoiced \$300 by a third party vendor for initial installation of signage and pavement markings. The PD would also be responsible for all electric costs associated with the use of the charging station.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

1. [PSE Charging Station Contract](#)

MULTI-FAMILY/WORKPLACE COST ESTIMATE PROPOSAL FORM

CUSTOMER INFORMATION			
Property Name:	City of Oak Harbor Police Department		
Property Address:	860 SE Barrington Drive		
City, Zip Code	Oak Harbor, 98277		
Contact Name/Title:	Kevin Dresker, Chief of Police		
Estimator Name:	Li Tao	Estimator Phone:	415-350-0360
Project Manager Name:	Bill Campbell	Project Manager Phone:	425-772-4589
Project Engineer Name:	Bill Campbell	Project Engineer Phone:	425-772-4589
Site Evaluation Date:	8/17/2020	Cost Estimate Submittal Date:	8/25/2020
Pre-Construction Date:	10/29/2020	Meter Number(s):	H69175341
X EVSE installation uses customer's existing panel/switchgear			
0			
SITE EVALUATION ATTACHMENTS:			
<input type="checkbox"/> Building Floor Plan <input checked="" type="checkbox"/> Photo of Electrical Panel <input checked="" type="checkbox"/> Photo of EVSE stall(s)			
<input type="checkbox"/> Electrical One-Line/Riser Diagram <input type="checkbox"/> Panel Schedules			

SOW Line Items	Units	Itemized Cost	Total Cost
CIVIL: Labor and Materials			
Trenching (Per LF)	15		
*Mobilization/Demobilization (Pass through) Ferry Travel	4		
Signage and pavement markings (Flat) Greenlots to invoice customer	1	\$300.00	\$300.00
Charging station protection i.e. bollard, tire stop, etc. (Per Unit)	0		
ELECTRICAL: Labor and Materials			
50A PVC feeder (conduit and wiring)(Per LF)	150		
50A Breakers (existing panel) (Per Unit)	2		
Install L2 EVSE (includes foundation, labor only) (Per Station)	1		
Design/Permit Drawings (if required by AHJ)	0		
*Electrical Permit (Pass through)	1		
EV EQUIPMENT: Equipment Only			
BTC 40amp Dual Port L2 EVSE (includes retractor cords, firmware, cellular communication)(Per Unit) PED	1		
SKY Access (\$295 Per Port - 5 years)	2		
SKY Commissioning (Per Station) (One time fee)	1		
Corrective Maintenance - L2 (\$392/Station- 5 years)	1		
BTC Extended Warranty (5 years/Station)(One time fee)	1		
Total Cost			\$ 300.00

In Process

CUSTOMER SIGNED FORMS

- PSE Customer Service Agreement
- Owner Authorization

I have been informed of the project scope including requirements and optional items through the Service Agreement, Cost Estimate Proposal, and site plans. I have been educated on the use of the charger(s) and can confirm that the charger(s) were installed as agreed on the Service Agreement.

Customer Printed Name: Kevin Dresker

Customer Signature:

Date:

- Take 'before' photo of stall(s)
- Inform customer to contact charger network operator to set up Customer User Interface
- Educate customer on use of EVSE
- Take 'after' photo of stall(s)

CHARGER INFORMATION

Total charging ports installed at property:



**Describe differences from original cost estimate and any necessary construction to complete installation including any issues or impacts on customer.*

Issued: May 10, 2019

Effective: June 14, 2019

WN U-60

Attachment "A" to Schedule 551, Page 1

PUGET SOUND ENERGY**SCHEDULE 551****ELECTRIC VEHICLE NON-RESIDENTIAL CHARGING PRODUCTS AND SERVICES****Attachment "A" – Service Agreement**

This Service Agreement (this "Agreement") is made and entered into as of [11/2], 20[20] ("Effective Date"), by and between Puget Sound Energy, Inc. ("Company") and the individual or entity identified in the signature block of this Agreement ("Host"). Company and Host may be referred to each as a "Party" and together as the "Parties" in this Agreement. Except as otherwise expressly defined herein, terms defined in Schedule 583 of Company's Electric Tariff G will have the same meaning when used in this Agreement.

A. Company intends to make available, as part of its Electric Service, certain electric vehicle ("EV") charging products and services to Host pursuant to Schedule 551 of Company's Electric Tariff G (the "Schedule") and this Agreement. All equipment related to such EV charging products and services made available to Host pursuant to the Schedule and this Agreement and installed by Company is, or upon installation will be, owned and operated by Company for purposes of delivering electric energy for the charging of electric vehicles by Host and other EV charging participants.

B. Host desires to acquire, as part of Company's products and services provided to Host under the Schedule, certain EV charging products and services from Company, and Company desires to provide to Host certain EV charging products and services, subject to the terms and conditions of this Agreement.

C. This Agreement forms part of the Schedule.

The Parties therefore agree as follows:

1. **Term.** Unless earlier terminated as provided herein, this Agreement will have a term of at least five (5) years, commencing on [11/02/2020] and ending on [11/01/2025].

2. **Equipment.** The equipment related to the EV charging products and services made available to Host by Company pursuant to the Schedule and this Agreement is listed in Exhibit A to this Agreement, which is incorporated into this Agreement by this reference (collectively, the "EV Equipment"). Company will provide and install the EV Equipment at Host's property located at the address specified in Exhibit A to this Agreement ("Premises"). The EV Equipment will remain electrically connected (subject to planned and unplanned outages) at the Premises during the term of this Agreement. As a result of this Agreement and the EV Equipment installed at the Premises, Host will be entitled to use and to allow other EV charging participants to use the EV Equipment solely for purposes of charging electric vehicles for their own personal use.

3. **Ownership; Taxes; Limited Scope.** Host represents that Host is the owner of the Premises where the EV Equipment will be installed or holds a valid leasehold interest in such Premises and has the authority to enter into this Agreement and allow for the installation and use of the EV Equipment pursuant to the Schedule and this Agreement at the Premises. If Host holds a valid leasehold interest, Host will obtain the consent of the owner of the Premises prior to executing this Agreement and will provide Company with evidence of the same. Host acknowledges that, during the term of this Agreement, the EV Equipment, together with any replacements, upgrades and other modifications of the foregoing, will remain the personal property of Company at all times. Company will be responsible for payment, on a pro-rata basis, of any personal property or other taxes on the EV Equipment to the extent such taxes are not otherwise included in the payments pursuant to this Agreement or recovered under the applicable rate schedule(s) of Company's tariffs accepted or approved by the Washington Utilities and Transportation Commission

Issued: May 10, 2019

Effective: June 14, 2019

WN U-60

Attachment "A" to Schedule 551, Page 2

PUGET SOUND ENERGY

("WUTC"). This Agreement does not grant or confer to Host any rights of occupancy. Except as specifically set forth herein, no rights or entitlements will be granted to Host under this Agreement. Host acknowledges that Company may, in its sole discretion, file a fixture filing in the real estate records of the county where the EV Equipment is installed to protect its ownership interest in the EV Equipment. Host will promptly provide to Company, upon request, any information required in order for Company to make such filing. In addition, if this Agreement is determined to be a security agreement and to protect Company's rights in the EV Equipment, Host hereby grants Company a security interest in the EV Equipment and all proceeds and products thereof, and authorizes Company to cause this Agreement, or any statement or other instrument related to this Agreement showing the interest of Company in the EV Equipment (including a Uniform Commercial Code financing statement), to be filed or recorded to protect Company's interest in the EV Equipment.

4. Charges. As between Company and Host, Company is responsible for providing, installing, maintaining, replacing and upgrading the EV Equipment during the term of this Agreement. Host will pay for the electricity supplied to the EV Equipment and to electric vehicles that are charged using the EV Equipment, all as specified in the Schedule. Host also will pay to Company all costs and expenses (including, without limitation, reasonable attorneys' fees) in connection with the maintenance, repair or replacement of, or value lost by any failure or impairment of the efficient operating condition of the EV Equipment caused by the negligence or misconduct of Host or any of Host's personnel, representatives, guests or invitees to or on the Premises (including individuals who reside at the Premises) or by the breach of any of Host's obligations under the Schedule, this Agreement or Schedule 80 of Company's Electric Tariff G ("Schedule 80").

5. Host Responsibilities. Host will use, and will permit the use of, the EV Equipment only for its ordinary intended purposes and only for Hosts' and other EV charging participants' own personal use, in accordance with applicable laws, rules and regulations. Host will not, and will not permit any other person to, tamper with, adjust, repair, modify, move or relocate the EV Equipment without prior written consent from Company. Consistent with the Schedule and in addition to the other obligations of Host under this Agreement, Host will, during the term of this Agreement and at its expense: (a) maintain a dedicated clearance space around the EV Equipment of at least the minimum clearance space specified in the EV Equipment manufacturer's installation and operation specifications or the minimum clearance space specified by applicable laws, rules and regulations, whichever is greater; (b) provide dedicated parking stall(s) for charging electric vehicles using the EV Equipment; (c) promote the availability of EV charging at the Premises to personnel of Host and other potential EV charging participants; (d) mount signage and paint the dedicated parking stall(s) to comply with federal and state requirements, including, without limitation, RCW 46.08.185 (Electric vehicle charging stations—Signage—Penalty); (e) survey EV charging participants and potential EV charging participants who are using or eligible to use the EV Equipment at the Premises annually or as otherwise requested by Company about charging preferences and actual charging patterns and about other transportation electrification related topics and provide all survey results to Company; and (f) upon Company's request, allow Company or its service providers to use Host's Internet service for purposes of transmitting data to Company from the EV Equipment.

6. Collection and Use of Data. Host agrees that Company may collect information associated with the EV Equipment and its use pursuant to the Schedule and this Agreement, incentives offered by Company, and survey responses and other information provided by Host to Company. Host agrees that Company may use this information to: (a) deliver, maintain and improve Company's products and services; (b) communicate with Host about products, services, surveys, incentives, rebates and promotions offered by Company; (c) monitor and analyze usage, trends, and activities associated with the EV Equipment and its use for Company's business purposes; and (d) respond to questions, comments, and requests from Host, its personnel, and other individuals and entities. Host agrees that Company may disclose information collected by Company: (i) with vendors, consultants, and other service providers who need access to such information to carry out work or to perform services on Company's behalf; (ii) in response to a request for

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information if Company believes disclosure is in accordance with or required by any applicable laws, rules, regulations or legal process; (iii) if Company believes Host's actions are inconsistent with this Agreement, or to protect the rights, property and safety of Company or others; (iv) in connection with, or during negotiations of, any merger, sale of assets, financing or acquisition of all or a portion of Company's business; and (v) with Host's consent or at Host's direction.

7. Maintenance. During the term of this Agreement, Company will be responsible for maintaining the EV Equipment. The costs and expenses associated with any such maintenance of the EV Equipment will be paid by Company or Host, as applicable, pursuant to Section 4.

8. Equipment Failure; Repair and Restoration. Should any of the EV Equipment cease to function properly, Host must promptly provide written notice to Company, which notice must describe how the EV Equipment is not functioning properly. Following receipt of such written notice, Company will repair and restore such equipment in accordance with the applicable regulations of the WUTC. The costs and expenses associated with any such repair and restoration of the EV Equipment will be paid by Company or Host, as applicable, pursuant to Section 4. Company will notify Host about the repair and restoration within seven (7) business days after Company's receipt of Host's written notice to Company pursuant to this Section 8.

9. Limitation of Damages and Liability. THE OBLIGATIONS EXPRESSLY ASSUMED BY COMPANY IN SECTIONS 7 AND 8 ARE IN LIEU OF ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SUITABILITY, DURABILITY, CONDITION, QUALITY OF THE EV EQUIPMENT AND FITNESS FOR A PARTICULAR PURPOSE. HOST SPECIFICALLY WAIVES ALL RIGHT TO MAKE A CLAIM AGAINST COMPANY FOR BREACH OF ANY WARRANTY OF THE EV EQUIPMENT. COMPANY FURTHER DISCLAIMS ALL LIABILITY FOR LOSS, DAMAGE OR INJURY TO HOST, HOST'S PERSONNEL, REPRESENTATIVES, GUESTS OR INVITEES TO OR ON THE PREMISES (INCLUDING INDIVIDUALS WHO RESIDE AT THE PREMISES), THE PREMISES, ANY PERSONAL PROPERTY AT THE PREMISES, OR ANY THIRD PARTY AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EV EQUIPMENT. HOST WILL ACCEPT THE EV EQUIPMENT IN AN "AS IS" CONDITION, BASED ON COMPANY'S ASSUMPTION OF THE CONTINUING OBLIGATIONS SPECIFIED IN SECTIONS 7 AND 8. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER COMPANY NOR HOST WILL IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE EV EQUIPMENT OR THIS AGREEMENT.

Nothing in this Section 9 is intended to limit or otherwise affect any of the provisions of Schedule 80 or the rules or regulations of the WUTC applicable to Company.

10. Billing and Payment. All amounts payable by Host under the Schedule and this Agreement will be paid by Host as specified in Schedule 80.

11. Termination; Effect of Termination. Upon any breach or default by a Party of its obligations under this Agreement that remains uncured after thirty (30) days from such Party's receipt of written notice from the other Party, the Party that is not in breach or default under this Agreement may terminate this Agreement by providing written notice of such termination to the other Party. Host may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days' prior written notice to Company. Following any termination of this Agreement, Company will, at its option and in its sole discretion, either remove the EV Equipment from the Premises or transfer of ownership of the EV Equipment at the Premises to Host.

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PUGET SOUND ENERGY

12. Expiration; Effect of Expiration. At least one hundred twenty (120) days prior to the expiration of this Agreement, Company will provide notice to Host of the upcoming expiration of this Agreement and Host's options related to the EV Equipment at the Premises following such expiration, which will include: (a) replacement of the EV Equipment by Company in accordance with any applicable tariff schedules in effect at the time of such replacement; (b) removal of the EV Equipment from the Premises by Company; or (c) transfer of ownership of the EV Equipment at the Premises from Company to Host. If Host wishes to elect one of the foregoing three options upon the expiration of this Agreement, Host must notify Company in writing at least sixty (60) days prior to the expiration of this Agreement of the option that Host selects. If Host does not notify Company in writing of the option that Host selects, Company will transfer ownership of the EV Equipment at the Premise to Host, unless otherwise agreed by the Parties in writing.

13. Access. Host will provide Company, and Company will have the right of, such access to the EV Equipment as Company may reasonably require, by personnel and for equipment. In addition, Host will provide EV charging participants and potential EV charging participants using or wishing to use the EV Equipment, and such EV charging participants and potential EV charging participants will have the right of, such access to the EV Equipment as such EV charging participants and potential EV charging participants may reasonable require to use the EV Equipment for the purpose of charging electric vehicles for their own personal use. Host may make such access subject to the observance by Company of such reasonable security and safety protocols and procedures of Host that (a) Host has provided to Company in writing prior to access and (b) does not cause Company to incur any unreasonable costs or expenses. Host hereby grants to Company and such EV charging participants and potential EV charging participants all licenses, rights-of-way and easements necessary for the access described in this Section 13. Host will execute, acknowledge and deliver to Company additional documentation as Company may reasonably request to effectuate, evidence, vest, record or give notice of such licenses, rights-of-way and easements.

14. Insurance. During the term of this Agreement, Host will maintain, at its expense, adequate insurance coverage to (a) protect the Premises from and against any and all claims, costs, liabilities, damages and expenses that may result from the performance or nonperformance of the EV Equipment under this Agreement; and (b) protect Company from any and all costs and expenses related to the loss, theft, vandalism, tampering, or other damage to the EV Equipment at the Premises resulting from any failure by Host to secure or protect the EV Equipment or from the negligence or misconduct of Host or any of Host's personnel, representatives, guests or invitees to or on the Premises (including individuals who reside at the Premises). Upon Company's request, Host will provide Company with evidence of such insurance (such as a Certificate of Insurance) and other supporting materials that Company may reasonably request to verify Host's compliance with this Section 14. Host will ensure that the performance of Host's and Company's obligations under this Agreement will not void or adversely affect any insurance policy covering Host or the Premises.

15. Indemnification. Company will indemnify and hold harmless Host for any losses Host incurs as a result of damage to Host's property or injury to persons caused by the installation, maintenance or use of the EV Equipment at the Premises during the term of this Agreement; provided, however, that Company's indemnification obligations under this Section 15 will not apply to any losses that result from the negligent acts or omissions or misconduct of Host or any of Host's personnel, representatives, guests or invitees to or on the Premises (including individuals who reside at the Premises) or from the breach of any of Host's obligations under this Agreement and will be reduced on a dollar-for-dollar basis for any insurance or other third-party payment that Host receives to cover any losses for which Company indemnifies Host under this Section 15. Host will indemnify and hold harmless Company for any damages to the EV Equipment at the Premises or any losses Company incurs that result from the negligent acts or omissions or misconduct of Host or any of Host's personnel, representatives, guests or invitees to or on the Premises (including individuals who reside at the Premises) or from the breach of any of Host's obligations under this Agreement.

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PUGET SOUND ENERGY

16. Jurisdiction. This Agreement will at all times be subject to changes or modifications as the WUTC may from time to time authorize or direct. Company's obligations under this Agreement are subject to Schedule 80 and, upon its issuance, the Schedule, as such schedules may be revised from time to time with the acceptance or approval of the WUTC. In the event of any conflict between the terms of this Agreement and the terms of Schedule 80 or the Schedule, the terms of Schedule 80 or the Schedule, as applicable, will govern.

17. Notices. All notices under this Agreement must be in writing and will be deemed given upon (a) personal delivery to the addressee; (b) three (3) days after deposit in the United States mail, with postage pre-paid and a certified mail return receipt requested; (c) faxed with electronic confirmation of receipt; (d) one (1) day after delivery to the United States Postal Service Express Mail or similar overnight delivery service; or (e) solely for notices sent by Host to Company, delivered by email with confirmation of receipt by the Party being notified. The notice address for each Party is set forth below and may be changed by a Party by providing the other Party with notice pursuant to this Section 17:

Company: Puget Sound Energy, Inc.
For deliveries by overnight delivery:
10885 N.E. Fourth Street
Bellevue, WA 98004
For deliveries by mail:
P.O. Box 97034
Bellevue, WA 98009
Fax: []
Attn: [EV Programs]
Email: [evprograms@pse.]

Host: [City of Oak Harbor]
[860 SE Barrington]
Fax: []
Attn: [Kevin Dresker]
Email: [kdresker@oakhar.]

18. Assignment. This Agreement may not be assigned or transferred by Host without the prior written consent of Company, which must be requested by Host at least thirty (30) days in advance of any proposed assignment or transfer. Any purported assignment in violation of this Section 18 will be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

19. Survival. Sections 3, 4, 6, 9, 12, 15, 16, 17, 18, 19 and 20, and all other provisions of this Agreement that may reasonably be expected to survive expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.

20. Miscellaneous. This Agreement will be governed by the laws of the State of Washington, without reference to its choice of law principles to the contrary. This Agreement may be modified or amended only in a writing signed by both Parties. Section headings used in this Agreement are for convenience of reference only and will not affect the interpretation or construction of any provision of this Agreement. This Agreement, together with all attached exhibits, sets forth the entire agreement, and supersedes any and all prior agreements, between the Parties regarding the subject matter hereof. All remedies of a Party under this Agreement are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy will not preclude the exercise of any other remedy. Any

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failure or delay in the exercise of any right or remedy available to a Party under this Agreement will not be construed as a waiver or relinquishment of such right or remedy.

In Process

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PUGET SOUND ENERGY

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

COMPANY:
PUGET SOUND ENERGY, INC.

By: *Heather Mulligan*

Name: Heather Mulligan

Title: Manager, Customer Renewable Energy Programs

HOST:
[City of Oak Harbor Police De]

By: _____

Name: Kevin Dresker

Title: Chief of Police Department

In Process

Issued: May 10, 2019

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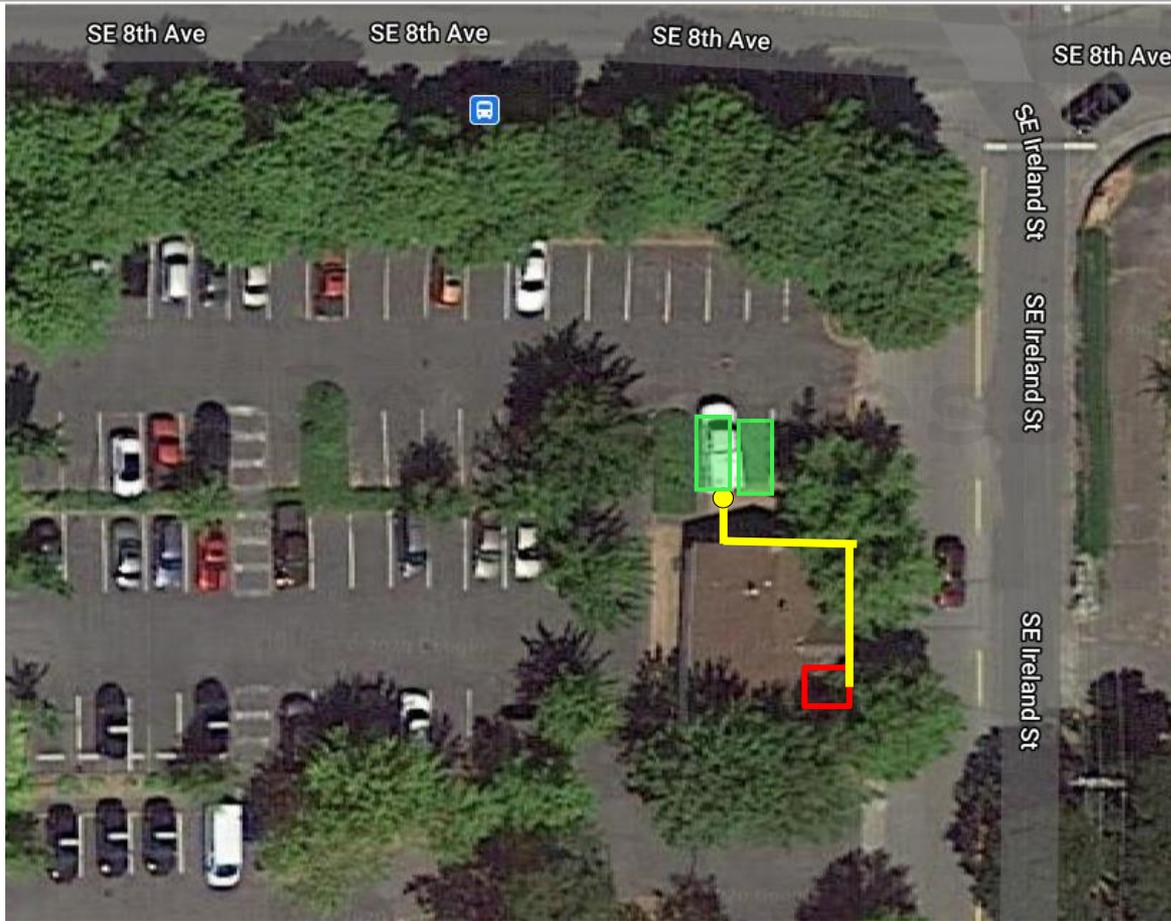
PUGET SOUND ENERGY

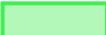
**Exhibit A to
Multi-Family Residential Service Agreement**

1. Host's Premises: [Address 860 SE Barrington Drive, Oak Harb]
2. EV Equipment List:
 - [number] of [model] chargers, each with [number] connectors operating at [amps] amps each
 - [number plug standard (J1772, CCS, or ChAdeMO) at the site]
 - [general description of wiring]
 - [bollards, foundations, or other protective equipment]
 - [other equipment]
 - See attached Cost Estimate Proposal form for a complete list of installed EV Equipment

In Process

SITE PLAN: City of Oak Harbor Police Station



 PROPOSED DUAL LEVEL 2 CHARGERS	 PROPOSED SINGLE LEVEL 2 CHARGERS	 PROPOSED EV PARKING SPACE
 PROPOSED CONDUIT RUN	 Existing Panel	

860 SE Barrington Dr, Oak Harbor, WA 98277

SCOPE OF WORK

1. Proposed product:

(1) Dual port BTC L2 40AMP Pole Mount charger w/retractor cables = 2 total ports.

2. Electrical Capacity Review:

There is a house on the police department property with a single phase 200AMP service that has low load and plenty of breaker spaces and is adjacent to the preferred parking spots. Site host will be altering the parking lot but the charger location will stay the same. Cutler Hammer 200AMP main breaker panel, 120/240 Volt.

3. Conduit routing:

Go out back of panel to exterior of building, up 3' to the road line, 30' along the wall to the corner of the building. 15' around corner of the back wall, down 10'. Trench 15' through grass to charger. Locate for gas line before installation.

4. Safety / Code Compliance:

Work will comply with WA codes and regulations and identify safety and code issues that require special consideration. Contractor will need to bring any pre-existing electrical infrastructure up to current electrical codes as part of the project if related and subject to inspection. The cost for code compliance is not included in the quotation.

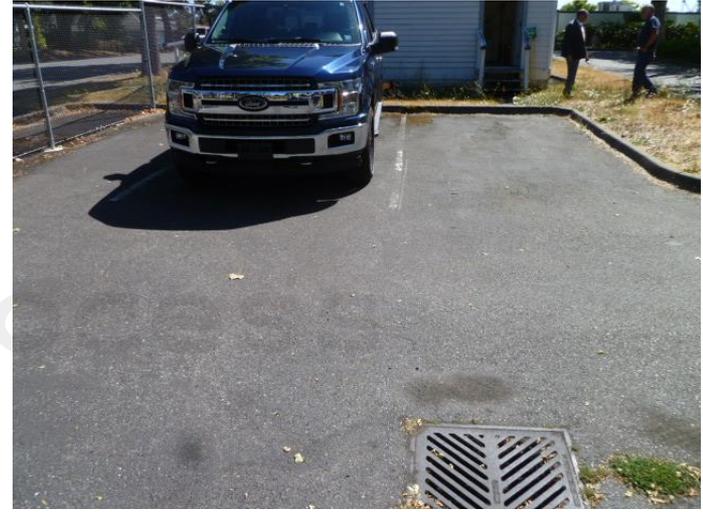
5. EVSE equipment protection/stripping/signage:

Supply and installation of signage for EV parking spaces. No curbs or ballards needed. Stenciling and stripping as necessary.

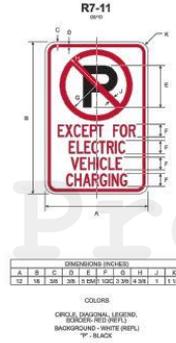
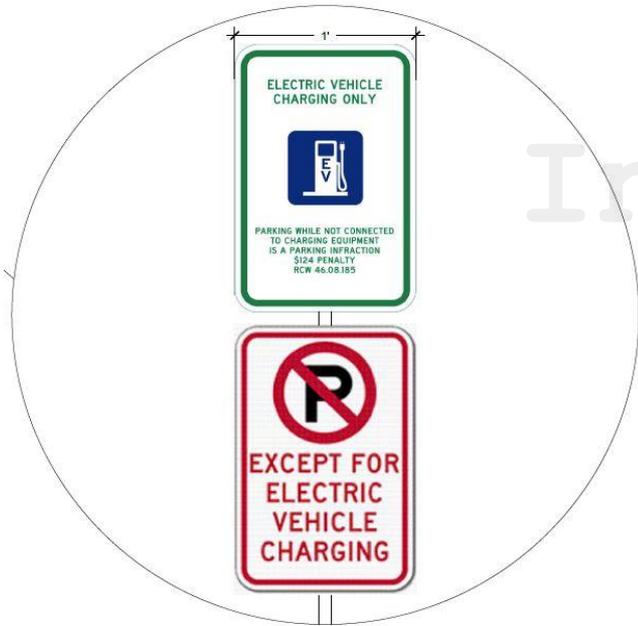
In Process



Existing Site Photos & Site Plans



Signage – 2 parking spaces



③ ON SITE REGULATORY SIGN



④ EV SIGNAGE WITH PARKING VIOLATION

Parking Stencils – 2 spaces

Actual paint color may look slightly differently from digital color



Eco Green

In Process



BTC L2 40AMP



- DUAL PORT 30A/40A LEVEL 2
- CHARGING PROTOCOL: SAE J-1772
- 7.2 KW / 9.6 KW PER PORT
- 18 FT W/ CABLE RETRACTOR
 - OPT: 25 FT
- 7" COLOR SCREEN-STANDARD
- NEMA 3R HOUSING
- OCPP COMPLIANT-STANDARD
- RFID READER-OPTIONAL
- GPRS MODEM-OPTIONAL

DUAL PORT 30A/40A AMP LEVEL 2 COMMERCIAL CHARGING STATION

	Dual Port 30A	Dual Port 40A
Model #	EVP-2002-30	EVP-2002-40
Power per Port	7.2 kW (240V AC @ 30A)	9.6 kW (240V AC @ 40A)
Electrical Service		
Power	240/208 VAC, 30A Load with 40A Branch Circuit Per Port	240/208 VAC, 40A Load with 50A Branch Circuit Per Port
Service Panel	40A Dual Breakers Per Port (Non-GFCI Breakers)	50A Dual Breakers Per Port (Non-GFCI Breakers)
Service Wiring	3-wire (L1, L2, Earth Ground)	
Functional Interfaces		
Connector Type	SAE J1772	
Charging Protocol	SAE J1772	
Standard Cable Length	18 ft	
Cable Retractor (opt)	Overhead retractor ADA compliant	
LCD Display	1500 nits 7" color, 800 x 480, UV protected	
Card Reader (opt)	ISO 14443 Type A&B, ISO 18092 NFC	
Vehicle to Grid (opt)	ISO 15118 (available Oct 2017)	
Safety and Connectivity		
Ground Fault Detection	5mA CCID trip with 3 x automatic restarts	
Detect Coupler Removal	SAE J1772™	
Power Measurement	Accuracy: ± 2% from 5% to full scale (30A/40A)	
Power Report Interval	Every 15 minute on the hour	
LAN (opt)	2.4 GHz Wi-Fi (802.11 b/g/n)	
Wide Area Network	3G GSM, 3G CDMA	
Communication Protocols	BTCPower EVPlug and OCPP	
Safety and Operation		
Enclosure Rating	NEMA 3R	
Regulatory Compliance	ETL certified for USA and cUL for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625, EMC: FCC Part 15 Class A	
Operating Temperature	-30°C to +50°C (-22°F to 122°F)	
Storage Temperature	-30°C to +50°C (-22°F to 122°F)	
Humidity	85% non condensing	

BTCPOWER WWW.BTCPower.COM

1719 GRAND AVE., SANTA ANA, CA 92705

860 SE Barrington Dr, Oak Harbor, WA 98277

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

Bill No. 4. d.
Date: September 15, 2020
Subject: CWF/WJP - Final Release
Agreement between Haarslev,
Hoffman and the City of Oak
Harbor for the Biosolids Dryer

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

It is recommended that the City Council authorize the Mayor to sign a release agreement between Hoffman, Haarslev, and the City of Oak Harbor for the Biosolids Dryer.

BACKGROUND / SUMMARY INFORMATION

During construction of the Clean Water Facility, Haarslev provided the biosolids dryer as part of Guaranteed Maximum Price #5 (GMP#5). During construction many issues arose that required on-site rework of the supplied unit.

In August of 2019, Haarslev requested extra compensation from Hoffman for GMP#5. Hoffman denied the request and deducted the rework amounts from Haarslev's contract. Haarslev protested the deduction and ceased work with some minor issues unresolved.

In the past 11 months, Hoffman and Haarslev engaged in negotiations. The parties reached a settlement that does not impact the City except for allowing some minor deviations from the contract terms. This settlement would constitute a final release of liens and claims for the project as required by statute.

While this is an issue between Hoffman and its subcontractor, as the Owner the city is party to the final installation acceptance. By agreeing to this release the City would allow the project to proceed to final acceptance and all parties would release any and all further claims against the other. This release is at no cost to the City of Oak Harbor. We have received confirmation that Haarslev and Hoffman are prepared to execute the attached release via DocuSign.

LEGAL AUTHORITY

Contractual obligation between the City and Hoffman Construction, Inc. for final project acceptance.

FISCAL IMPACT

Funds Required: _____ \$0.00 _____

Appropriation Source: _____ Fund 422 _____

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

There have been no previous City Council actions regarding the Haarslev Release.

ATTACHMENTS

1. [Attachment A - Haarslev Release Final Draft](#)
2. [Haarslev Release](#)

Attachment A-Draft Release (note to be executed by DocuSign)

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “**Agreement**”) is made this 1st day of July, 2020 (“**Effective Date**”), by and between Haarslev Industries Inc. (“**Haarslev**”), the City of Oak Harbor (“**Owner**”), and Hoffman Construction Company of Washington (“**Hoffman**”). Haarslev, Hoffman and Oak Harbor may be referred to in this Agreement individually as a “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, Haarslev and Hoffman entered into a Purchase Agreement on the Oak Harbor Clean Water Facility Project (the “**Project**”), Purchase Agreement No. 5100014-375258-OA (the “**Purchase Agreement**”) by which Haarslev agreed to provide a BioSolids Dryer for the Project.

WHEREAS, on or about April 24, 2019 Hoffman issued Modification 001 deducting \$281,878.50 dollars from the Purchase Agreement price relating to deficiencies in Haarslev’s material supply and coordination. Haarslev disputes liability for the issues that are the basis for Hoffman’s issuance of Modification 001.

WHEREAS, on or about June 4, 2020, Haarslev issued a claim letter to the Surety Support Team of Chubb, Hoffman’s surety, for Payment Bond No. 82324095 in the amount of \$361,939.92.

WHEREAS, after various discussions between the parties, Hoffman and Haarslev agreed to amend the amount of Modification 001 for a total deduction from Haarslev’s contract in the amount of Two Hundred Fifty Five Thousand Dollars (\$255,000).

WHEREAS, the Parties desire to be free of any further controversy between and among them with respect to the claims that were made or could have been made in the above-entitled action and, further, wish to avoid the expense of litigation.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this Agreement, the Parties agree as follows:

AGREEMENT

1. Purchase Agreement Price Adjustment. The Parties agree that Hoffman shall issue a Purchase Agreement Modification for a total deductive adjustment of \$255,000.00 to Haarslev’ Purchase Agreement Price on the Project (“PA Price Adjustment”) as follows:

a. Change Order Pricing

Contract Modification Adjustment (“Mod”) #001 (\$255,000.00)

b. Current Purchase Agreement Amount (No. 5100014-375258-OA)

Through Mod #000	\$1,879,205.00
Haarslev Mod #001	(\$255,000.00)
Total Final Purchase Agreement Price	\$1,624,205.00

c. Unpaid Purchase Agreement Funds (“Haarslev Final Payment”).

Haarslev Mod 36 Payment	\$26,878.50
Haarslev Retainage	\$81,210.25
Total Final Payment	\$108,088.75

- 2. Release of Bond Claim.** Prior to payment for Haarlev’s Final Payment (which totals \$108,088.75) Haarslev will issue to Hoffman a release of bond claim with copy to Hoffman’s surety referencing Payment Bond No. 82324095 regarding any and all bond claims asserted or recorded by Haarslev, including the bond claim affecting or encumbering the Project. Notwithstanding, effective upon the issuance of payment as described here by Hoffman, Haarslev acknowledges any bond claim (now or in the future) against Hoffman is extinguished and released.
- 3. Contract Warranties.** Upon fulfillment of the obligations contained in this Agreement, all warranties provided by Haarslev regarding the products provided under Purchase Agreement No. 5100014-375258-OA shall terminate.
- 4. Spare Parts:** Haarslev shall have no further obligation to provide spare parts or support for the dryer system.
- 5. Final Payment.** Within ten (10) business days from the date of execution of this Agreement, and expressly conditioned upon Haarslev providing a full and final lien release and release of bond claim as provided in Section 2, Hoffman shall pay Haarslev its Final Payment. Such release of bond claim shall not become effective until Hoffman’s tender of Final Payment in accordance with this Agreement.
- 6. Haarslev Release.** In exchange for the mutual obligations under this Agreement, Haarslev Industries Inc. and their past, present subsidiaries, parents, divisions, affiliates, officers, directors, shareholders, stockholders, members, managers, associates, predecessors, successors and assigns, agents, partners, employees, servants, insurers, reinsurers, representatives, trustees, beneficiaries, attorneys, auditors, accountants, advisors, and any and all persons acting by, and each of them, unconditionally and forever releases and discharges the City of Oak Harbor, Hoffman Construction Company of Washington and each’s past, present subsidiaries, parents, divisions, affiliates, officers, directors, shareholders, stockholders, members, managers, associates, predecessors, successors and assigns, agents, partners, employees, servants, sureties, insurers, reinsurers, representatives, trustees, beneficiaries, attorneys, auditors, accountants, advisors, and any and all persons acting by, through, under or in concert with one or more of the foregoing of and from any and all manner of causes of action arising in law or in equity, and any suits, liens, claims, counterclaims, complaints, bond claims, charges, demands, damages, liabilities, obligations, guaranties, warranties, violations, breaches, rights, losses, injuries, fees, costs and expenses of any nature whatsoever, whether known or unknown, suspected or unsuspected, latent or patent, fixed or contingent, matured or unmatured, legal or equitable, express or implied, asserted or unasserted, related to or arising from the equipment supplied pursuant to Haarslev’s Purchase Agreement No. 5100014-375258-OA.

7. **Hoffman Release.** In exchange for the mutual obligations under this Agreement, Hoffman Construction Company of Washington and their past, present subsidiaries, parents, divisions, affiliates, officers, directors, shareholders, stockholders, members, managers, associates, predecessors, successors and assigns, agents, partners, employees, servants, insurers, reinsurers, representatives, trustees, beneficiaries, attorneys, auditors, accountants, advisors, and any and all persons acting by, and each of them, unconditionally and forever releases and discharges Haarslev Industries Inc. and their past, present subsidiaries, parents, divisions, affiliates, officers, directors, shareholders, stockholders, members, managers, associates, predecessors, successors and assigns, agents, partners, employees, servants, insurers, reinsurers, representatives, trustees, beneficiaries, attorneys, auditors, accountants, advisors, and any and all persons acting by, through, under or in concert with one or more of the foregoing of and from any and all manner of causes of action arising in law or in equity, and any suits, liens, claims, counterclaims, complaints, bond claims, charges, demands, damages, liabilities, obligations, guaranties, warranties, violations, breaches, rights, losses, injuries, fees, costs and expenses of any nature whatsoever, whether known or unknown, suspected or unsuspected, latent or patent, fixed or contingent, matured or unmatured, legal or equitable, express or implied, asserted or unasserted, related to or arising from the equipment supplied pursuant to Haarslev's Purchase Agreement No. 5100014-375258-OA. Provided, however, that Hoffman does not release Haarslev from any obligation to indemnify and save Hoffman harmless from personal injury or property damage claims, loss, damage, liability, cost charge or expenses within the scope of Attachment B, paragraph VI of the Purchase Agreement. All such obligations of Haarslev to indemnify and save Hoffman harmless remain intact per the terms of the Purchase Agreement.
8. **City of Oak Harbor Release.** In exchange for the mutual obligations under this Agreement, the City of Oak Harbor and the councilmembers, managers, associates, predecessors, successors and assigns, agents, partners, employees, servants, insurers, reinsurers, representatives, trustees, beneficiaries, attorneys, auditors, accountants, advisors, and any and all persons acting by, and each of them, unconditionally and forever releases and discharges Hoffman Construction Company of Washington and Haarslev Industries Inc. and each's past, present subsidiaries, parents, divisions, affiliates, officers, directors, shareholders, stockholders, members, managers, associates, predecessors, successors and assigns, agents, partners, employees, servants, insurers, reinsurers, representatives, trustees, beneficiaries, attorneys, auditors, accountants, advisors, and any and all persons acting by, through, under or in concert with one or more of the foregoing of and from any and all manner of causes of action arising in law or in equity, and any suits, liens, claims, counterclaims, complaints, bond claims, charges, demands, damages, liabilities, obligations, guaranties, warranties, violations, breaches, rights, losses, injuries, fees, costs and expenses of any nature whatsoever, whether known or unknown, suspected or unsuspected, latent or patent, fixed or contingent, matured or unmatured, legal or equitable, express or implied, asserted or unasserted, related to or arising from the equipment supplied pursuant to Haarslev's Purchase Agreement No. 5100014-375258-OA.
9. **Oak Harbor Warranty.** Oak Harbor expressly warrants it has acquired the necessary approvals to enter into this Agreement and abide by the obligations contained herein.
10. **Denial of Liability, Settlement Negotiations.** All of the agreements and concessions made in this Agreement are the result of compromise and are undertaken for the purpose of resolving certain disputed

matters and are not an admission of the existence or extent of any obligation, fault, liability, wrongdoing, negligence or responsibility of any of the parties to this Agreement.

- 11. Governing Law, Jurisdiction, Venue.** This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the State of Washington as of the Effective Date. Any claims arising out of or related to this Agreement, in whole or in part, shall be subject to the sole and exclusive jurisdiction of and venue in the Superior Court of the State of Washington, County of King.
- 12. Attorneys' Fees, Costs and Expenses.** In any suit, action and/or any other proceeding to enforce, interpret and/or seek damages, specific performance or other relief for breach of this Agreement, or any obligation assumed under this Agreement, the prevailing party shall be entitled to an award of its costs, fees and expenses, including, but not limited to, reasonable attorney's fees and expert fees, costs and expenses.
- 13. Joint Drafting.** This Agreement has been jointly drafted the parties following negotiations between them. It shall be construed according to the fair intent and language as a whole and not for or against either party.
- 14. Severability.** The provisions of this Agreement are severable. If any portion, provision or part of this Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforcement of any remaining portions, provisions or parts.
- 15. Voluntary and Informed Execution.** The Parties acknowledge that they have had the opportunity for representation by counsel of their own choice in the negotiations for, and in the performance of, this Agreement; that they have read this Agreement and/or has had it fully explained to them by counsel; and that they are fully aware of the contents and legal effect of this Agreement. The Parties also acknowledge that this Agreement is executed voluntarily by each Party, without any duress or undue influence.
- 16. No Oral Modification or Amendment.** No amendment, modification, change, waiver, or alteration of the terms or provisions of this Agreement, whether in full or in part shall be binding unless the same shall be in writing and duly executed by all Parties.
- 17. Entire Agreement.** This Agreement (including any exhibits, attachments, and appendices) constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, representation, warranty, undertaking, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.
- 18. Counterparts.** This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all the Parties to the counterparts had signed the same instrument. The Parties also agree that facsimile, portable document

format (“**PDF**”), scanned or electronic signatures shall have the same effect as manually signed originals and shall be effective upon transmission.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated below.

HAARSLEV INDUSTRIES INC.

HOFFMAN CONSTRUCTION COMPANY OF WASHINGTON

By _____
Its _____

By _____
Its _____

Dated: August_____, 2020

Dated: August_____, 2020

CITY OF OAK HARBOR

By _____

Its _____

Dated: August _____, 2020

Attachment A-Draft Release (note to be executed by DocuSign)

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “**Agreement**”) is made this 1st day of July, 2020 (“**Effective Date**”), by and between Haarslev Industries Inc. (“**Haarslev**”), the City of Oak Harbor (“**Owner**”), and Hoffman Construction Company of Washington (“**Hoffman**”). Haarslev, Hoffman and Oak Harbor may be referred to in this Agreement individually as a “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, Haarslev and Hoffman entered into a Purchase Agreement on the Oak Harbor Clean Water Facility Project (the “**Project**”), Purchase Agreement No. 5100014-375258-OA (the “**Purchase Agreement**”) by which Haarslev agreed to provide a BioSolids Dryer for the Project.

WHEREAS, on or about April 24, 2019 Hoffman issued Modification 001 deducting \$281,878.50 dollars from the Purchase Agreement price relating to deficiencies in Haarslev’s material supply and coordination. Haarslev disputes liability for the issues that are the basis for Hoffman’s issuance of Modification 001.

WHEREAS, on or about June 4, 2020, Haarslev issued a claim letter to the Surety Support Team of Chubb, Hoffman’s surety, for Payment Bond No. 82324095 in the amount of \$361,939.92.

WHEREAS, after various discussions between the parties, Hoffman and Haarslev agreed to amend the amount of Modification 001 for a total deduction from Haarslev’s contract in the amount of Two Hundred Fifty Five Thousand Dollars (\$255,000).

WHEREAS, the Parties desire to be free of any further controversy between and among them with respect to the claims that were made or could have been made in the above-entitled action and, further, wish to avoid the expense of litigation.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this Agreement, the Parties agree as follows:

AGREEMENT

1. Purchase Agreement Price Adjustment. The Parties agree that Hoffman shall issue a Purchase Agreement Modification for a total deductive adjustment of \$255,000.00 to Haarslev’ Purchase Agreement Price on the Project (“**PA Price Adjustment**”) as follows:

a. Change Order Pricing

Contract Modification Adjustment (“**Mod**”) #001 (\$255,000.00)

b. Current Purchase Agreement Amount (No. 5100014-375258-OA)

Through Mod #000	\$1,879,205.00
Haarslev Mod #001	<u>(\$255,000.00)</u>
Total Final Purchase Agreement Price	\$1,624,205.00

c. Unpaid Purchase Agreement Funds (“Haarslev Final Payment”).

Haarslev Mod 36 Payment	\$26,878.50
<u>Haarslev Retainage</u>	<u>\$81,210.25</u>
Total Final Payment	\$108,088.75

2. **Release of Bond Claim.** Prior to payment for Haarslev’s Final Payment (which totals \$108,088.75) Haarslev will issue to Hoffman a release of bond claim with copy to Hoffman’s surety referencing Payment Bond No. 82324095 regarding any and all bond claims asserted or recorded by Haarslev, including the bond claim affecting or encumbering the Project. Notwithstanding, effective upon the issuance of payment as described here by Hoffman, Haarslev acknowledges any bond claim (now or in the future) against Hoffman is extinguished and released.
3. **Contract Warranties.** Upon fulfillment of the obligations contained in this Agreement, all warranties provided by Haarslev regarding the products provided under Purchase Agreement No. 5100014-375258-OA shall terminate.
4. **Spare Parts:** Haarslev shall have no further obligation to provide spare parts or support for the dryer system.
5. **Final Payment.** Within ten (10) business days from the date of execution of this Agreement, and expressly conditioned upon Haarslev providing a full and final lien release and release of bond claim as provided in Section 2, Hoffman shall pay Haarslev its Final Payment. Such release of bond claim shall not become effective until Hoffman’s tender of Final Payment in accordance with this Agreement.
6. **Haarslev Release.** In exchange for the mutual obligations under this Agreement, Haarslev Industries Inc. and their past, present subsidiaries, parents, divisions, affiliates, officers, directors, shareholders, stockholders, members, managers, associates, predecessors, successors and assigns, agents, partners, employees, servants, insurers, reinsurers, representatives, trustees, beneficiaries, attorneys, auditors, accountants, advisors, and any and all persons acting by, and each of them, unconditionally and forever releases and discharges the City of Oak Harbor, Hoffman Construction Company of Washington and each’s past, present subsidiaries, parents, divisions, affiliates, officers, directors, shareholders, stockholders, members, managers, associates, predecessors, successors and assigns, agents, partners, employees, servants, sureties, insurers, reinsurers, representatives, trustees, beneficiaries, attorneys, auditors, accountants, advisors, and any and all persons acting by, through, under or in concert with one or more

of the foregoing of and from any and all manner of causes of action arising in law or in equity, and any suits, liens, claims, counterclaims, complaints, bond claims, charges, demands, damages, liabilities, obligations, guaranties, warranties, violations, breaches, rights, losses, injuries, fees, costs and expenses of any nature whatsoever, whether known or unknown, suspected or unsuspected, latent or patent, fixed or contingent, matured or unmatured, legal or equitable, express or implied, asserted or unasserted, related to or arising from the equipment supplied pursuant to Haarslev's Purchase Agreement No. 5100014-375258-OA.

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12. **Attorneys' Fees, Costs and Expenses.** In any suit, action and/or any other proceeding to enforce, interpret and/or seek damages, specific performance or other relief for breach of this Agreement, or any obligation assumed under this Agreement, the prevailing party shall be entitled to an award of its costs, fees and expenses, including, but not limited to, reasonable attorney's fees and expert fees, costs and expenses.
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- 18. Counterparts.** This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all the Parties to the counterparts had signed the same instrument. The Parties also agree that facsimile, portable document format (“**PDF**”), scanned or electronic signatures shall have the same effect as manually signed originals and shall be effective upon transmission.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated below.

HAARSLEV INDUSTRIES INC.

By _____
Its _____

Dated: September _____, 2020

HOFFMAN CONSTRUCTION
COMPANY OF WASHINGTON

By _____
Its _____

Dated: September _____, 2020

CITY OF OAK HARBOR

By _____
Its _____

Dated: September _____, 2020

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

Bill No. 5.c.i.
Date: September 15, 2020
Subject: Approval of Special Meeting:
October 13, 2020 - Budget
Study Session

FROM: Blaine Oborn, City Administrator

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

Motion to approve a Special Council Meeting on October 13, 2020 for the purpose of holding a Budget Study Session.

BACKGROUND / SUMMARY INFORMATION

As part of the 2021-2022 Budget preparation process, staff provides information to the Mayor and City Council that includes revenue projections, departmental budget presentations, and consideration of property tax levies. This proposed Special meeting is to provide additional time for presentations and provide the opportunity for Council questions and feedback.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. 5.c.ii.
Date: September 15, 2020
Subject: Update: 2021-2022 Budget
Preparation

FROM: Finance

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

None

BACKGROUND / SUMMARY INFORMATION

The City creates a bi-annual budget. Staff is currently preparing the 2021-2022 Budget and reviewing targeted dates for the budget process. This update will provide an overview of the budget schedule and the components of the budget that will be presented for approval by Council in December. Council will have opportunities throughout the process to ask questions and provide input.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [20-21-2022 Preliminary Revenue Projections](#)
2. [2021-2022 Biennial Budget Revenue Projections](#)

City of Oak Harbor
2021-2022 Preliminary Revenue Projection

Revenues	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Budget	July 2020 YTD	2021 Budget	2022 Budget
001 GENERAL FUND	14,535,986	15,202,797	17,145,247	16,212,697	15,174,346	7,988,231	15,085,618	15,459,197
002 GENERAL FUND RESERVES	523,800	164,387	37,689	-	-	-	-	-
003 CURRENT EXP - FSA	2,435	24,700	28,290	61,638	15,000	-	30,000	30,000
005 CURRENT EXP - SEIZURE	1,263	504	1,375	198	5,000	350	5,000	5,000
006 WHIDBEY ISLAND MARATHON	125,199	89,934	106,535	104,371	122,654	72,174	112,700	114,000
007 GENERAL FUND CAPITAL PROJECTS	-	-	-	1,340,322	337,500	328,656	-	-
101 STREETS FUND	1,571,873	1,686,077	1,338,381	1,332,545	1,226,900	456,399	1,178,000	1,249,600
102 STREETS CAPITAL PROJECTS	-	-	-	1,647,816	500,000	540,293	-	-
103 ARTERIALS CAPITAL PROJECTS	-	-	-	37,800	283,210	94,610	-	-
104 ARTERIALS FUND	140,730	166,648	153,729	154,760	147,200	47,792	146,500	150,800
105 TRANSPORTATION CAP IMPROVE FUND	58,002	62,075	132,982	80,894	957,559	87,495	59,000	64,000
106 PATHS & TRAILS FUND 1/2 OF 1% MVFT	2,516	2,965	2,716	2,727	18,134	869	1,825	1,825
107 TRANSPORTATION BENEFIT DISTRICT #1	-	-	-	-	630,000	155,482	800,000	824,000
108 TRANS BENE DISTRICT #1 CAPITAL PROJECTS	-	-	-	-	328,620	-	-	-
115 CREATIVE ARTS	42,878	46,163	50,402	54,115	53,960	29,144	57,739	60,708
116 CIVIC IMPROVEMENT (2%)	267,577	329,251	292,649	283,100	267,220	61,601	264,000	270,000
124 INTEREST REVOLVING	-	-	-	-	-	273,716	-	-
125 PARK IMPROV NEIGHBORHOOD (PRE 10/12/14)	305	37	701	249	-	-	-	-
126 PARK IMPROV COMMUNITY (PRE 10/12/14)	823	1,185	-	-	-	-	-	-
127 PARK IMPACT FEES FUND	57,945	69,153	106,560	33,278	71,700	72,548	70,000	75,000
129 SENIOR CENTER FUND	372,440	373,619	474,037	336,727	421,402	270,662	392,358	427,558
130 SENIOR CENTER CAPITAL PROJECTS	-	-	-	-	-	-	-	-
230 LOCAL LOAN FUND	59,890	59,890	59,890	59,890	59,890	7,027	59,890	59,890
311 CUM RESERVE (M) 1ST 1/4% REET	456,579	555,616	565,395	577,521	355,500	228,768	472,000	492,000
312 CUM RESERVE MCI 2ND 1/4% REET	454,728	552,938	562,526	590,493	355,500	228,768	478,000	498,000
320 CONSTRUCTION - DOCK PROJECT	526	762	71,437	53,051	-	-	-	-
325 WINDJAMMER PARK PROJECT	1,183	1,372,036	10,722,518	650,568	337,417	337,417	-	-
401 WATER FUND	6,364,344	7,016,453	6,471,680	6,790,156	6,459,345	3,393,495	6,355,143	6,385,692
402 WASTEWATER FUND	6,523,144	8,342,689	6,595,984	10,899,256	10,706,089	6,087,482	11,905,220	12,799,205
403 SOLID WASTE FUND	3,494,366	3,630,495	3,840,075	3,894,297	3,850,187	2,137,625	4,271,999	4,537,667
404 STORM DRAIN FUND	2,030,149	1,899,379	1,977,430	1,961,529	2,001,850	1,118,672	2,015,139	2,068,437
410 MARINA FUND	1,594,701	1,676,807	1,747,300	1,708,680	1,597,550	912,912	1,687,121	1,742,476
411 WATER CUMULATIVE RESERVE FUND	239,351	171,945	340,355	181,789	221,790	122,592	198,180	204,794
412 WASTEWATER CUMULATIVE RESERVE FUND	136,834	101,062	209,106	88,458	112,000	55,437	109,100	109,100
413 SOLID WASTE CUMULATIVE RESERVE FUND	365	529	843	1,307	355	-	600	600
414 STORM DRAIN CUMULATIVE RESERVE FUND	1,303	1,885	3,007	4,658	1,313	-	2,200	2,200
420 MARINA CUMULATIVE RESERVE FUND	26	38	61	94	51	-	50	50
422 WWTP PROJECT	45,053,535	58,084,981	37,738,284	4,465,325	1,413,732	345,000	-	-
431 WATER CAPITAL PROJECTS	-	-	-	3,337,143	691,000	691,000	-	-
432 SEWER CAPITAL PROJECTS	-	-	-	1,105,000	585,000	585,000	-	-
434 STORM DRAIN CAPITAL PROJECTS	-	-	-	475,000	850,000	850,000	-	-
440 MARINA CAPITAL PROJECTS	-	-	-	39,000	4,099,000	37,000	-	-
501 EQUIPMENT RENTAL	956,352	877,860	1,028,843	1,068,478	912,420	469,204	986,950	1,016,925
502 EQUIPMENT REPLACEMENT FUND	1,763,265	2,343,319	2,311,813	1,545,926	1,573,104	1,515,312	1,402,443	1,402,443
504 FACILITY REPLACEMENT	-	-	-	1,093,225	-	-	-	-
505 TECHNOLOGY REPLACEMENT	-	-	-	1,221,794	499,092	457,501	549,193	549,193
510 SHOP FACILITY FUND	2,656,812	2,679,143	2,435,890	2,749,555	3,090,993	2,490,014	2,734,561	2,734,561
Total Revenues	89,491,225	107,587,320	96,553,728	66,245,428	60,333,583	32,550,250	51,430,529	53,334,921

Note:
Budget amounts are net of beginning fund balance.
Capital projects revenue mainly consists of operating transfers which will be determined once capital projects have been identified
Highlighted funds are capital project funds

2021-2022 Biennial Budget Revenue Projections



RCW 84.55.120

The legislative body must hold a public hearing on revenue sources for the coming year's budget, including consideration of possible increases in property tax revenues, prior to property tax levy certification deadline of November 30. The property tax levy certification is scheduled for November 17.

Purpose of Revenue Projections

- Sustainability
 - Allows the council & staff to see an estimate of what will be available in current resources before operating and capital expenditures are budgeted.
- Comparison of Budget to Actual
 - A look back at actual revenue received in comparison to what we are projecting for future revenue streams.

Steps to Final Revenue Projections

1. Initial revenue projections tonight
2. Revenue projections may be added or adjusted as departments submit budget requests

Potential Changes ~

- Beginning fund balance
- Operating transfers
- Grant proceeds
- More information comes in about future revenue
- Interfund transfers-including Capital Projects revenues
- Indirect cost allocation estimates

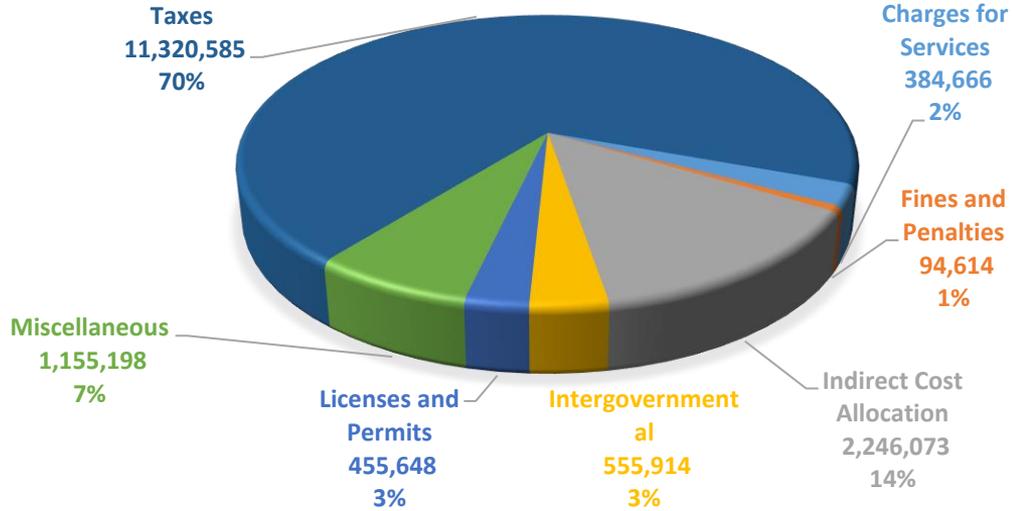
Graphs

- Actual Revenues for 2016 - 2019
- Adopted Budgeted Revenues for 2020
- Draft Budgeted Revenues 2021-2022

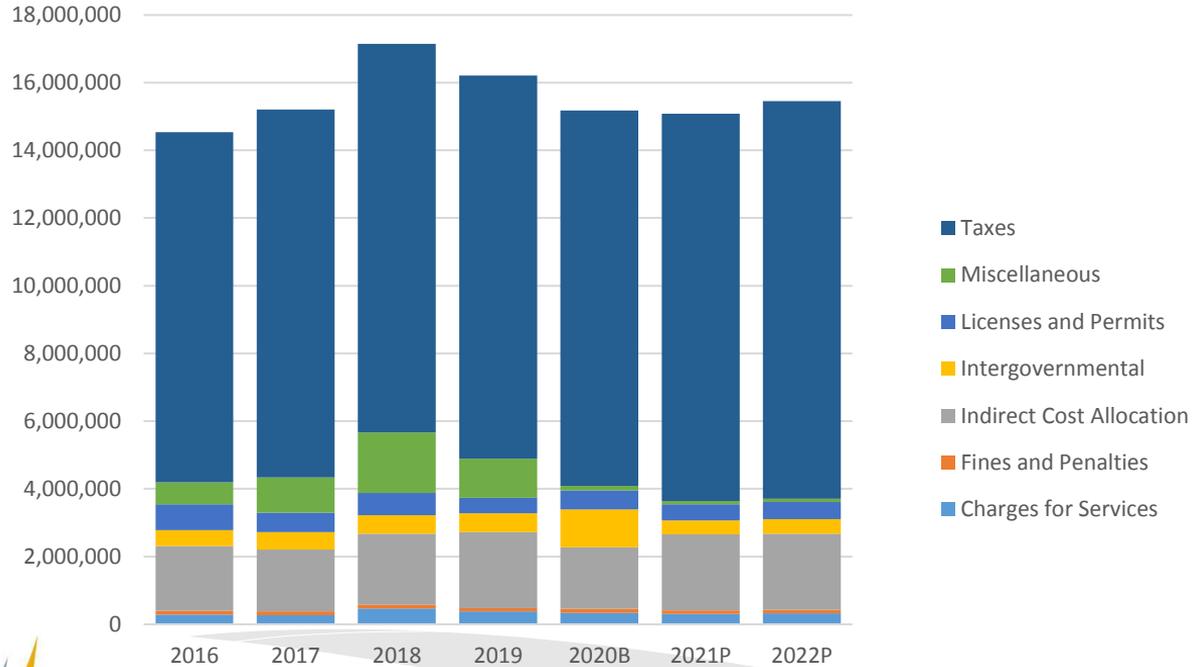
GENERAL FUND



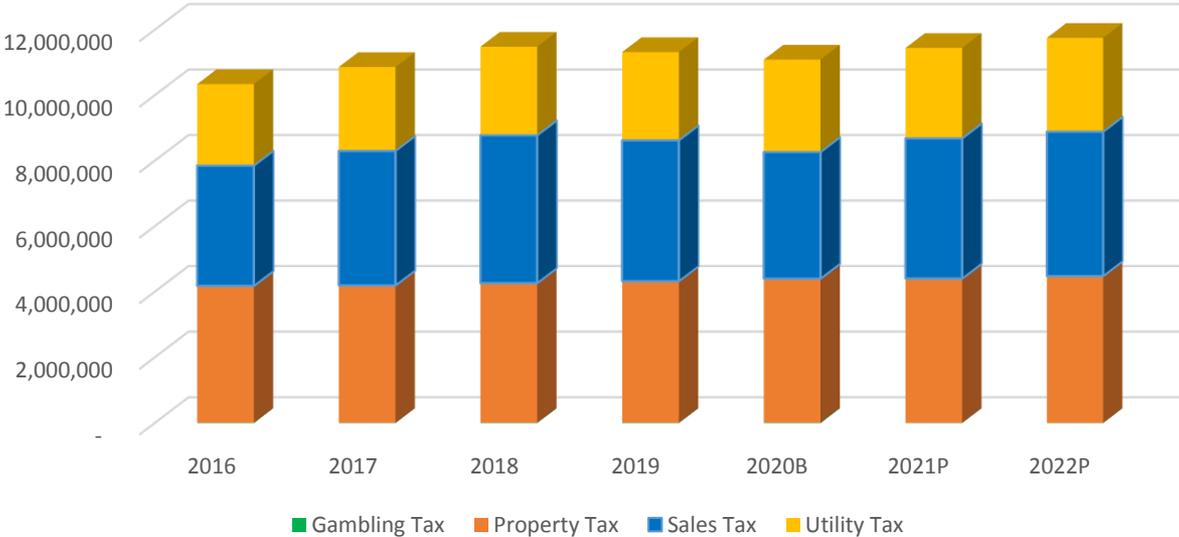
2019 General Fund Revenue



General Fund Revenue



Taxes

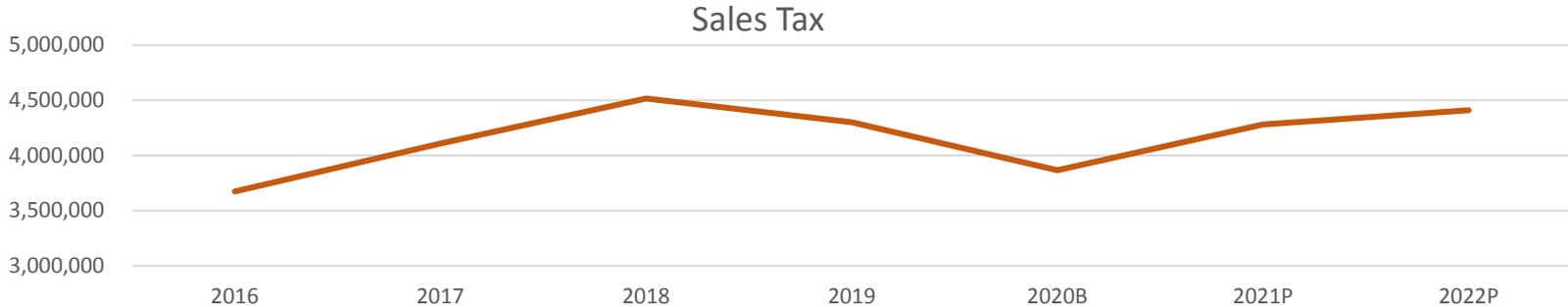


- Taxes represent approximately 76% of budgeted revenue in the General Fund





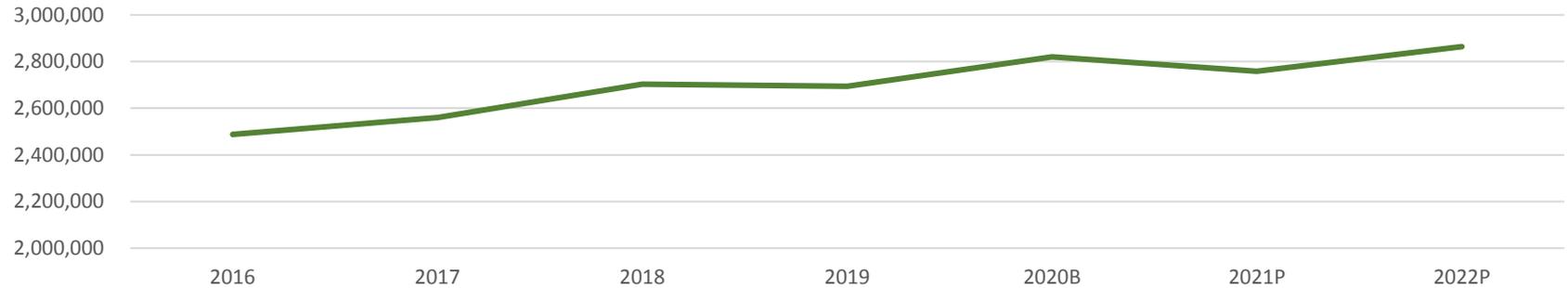
- Budgeted 1% increase as potential revenue per RCW 84.55.120
- The IDP is below 1% which requires the City to declare “substantial need” to increase the levy to the 1% max
- Property tax represents 29% of budgeted revenue in the General Fund



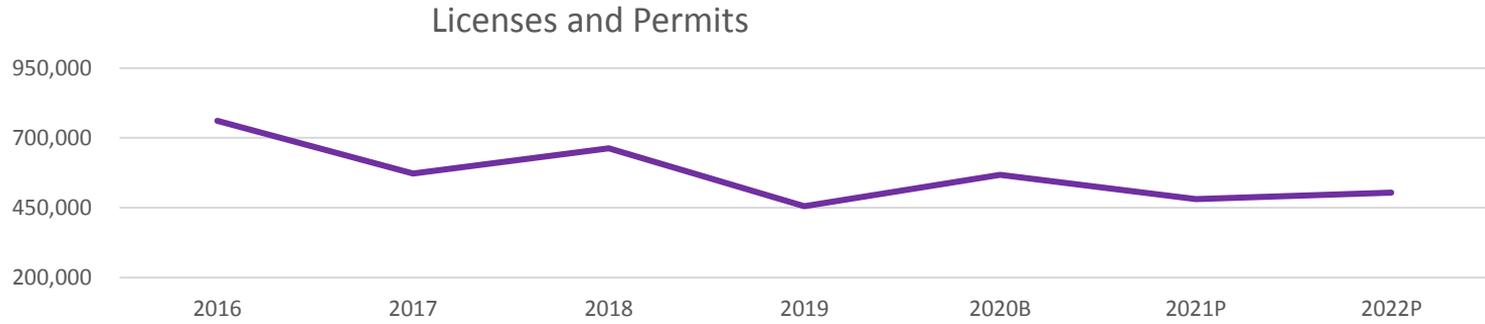
- The City is almost near where it was last year at this time
- Retail sector is showing an increase in sales tax for 2020
- We expect continued increase in 2021 and 2022 in retail sales
- 2017 and 2018 increase is due to revenue derived from the Clean Water Facility Project
- Sales tax represents 28% of budgeted revenue in the General Fund



Utility Tax

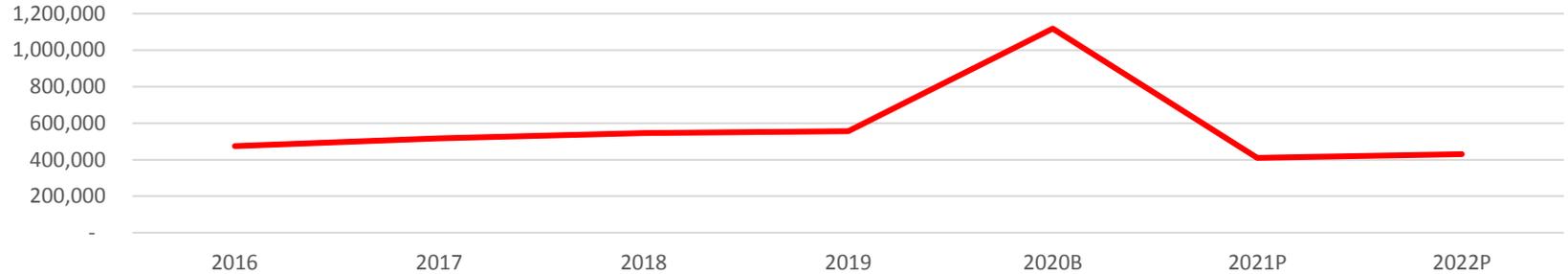


- Utility tax revenue is 6% of all internal/external utility fees
- City owned utilities generate 53% of total utility taxes
- Utility taxes are 19% of budgeted revenue in the General Fund



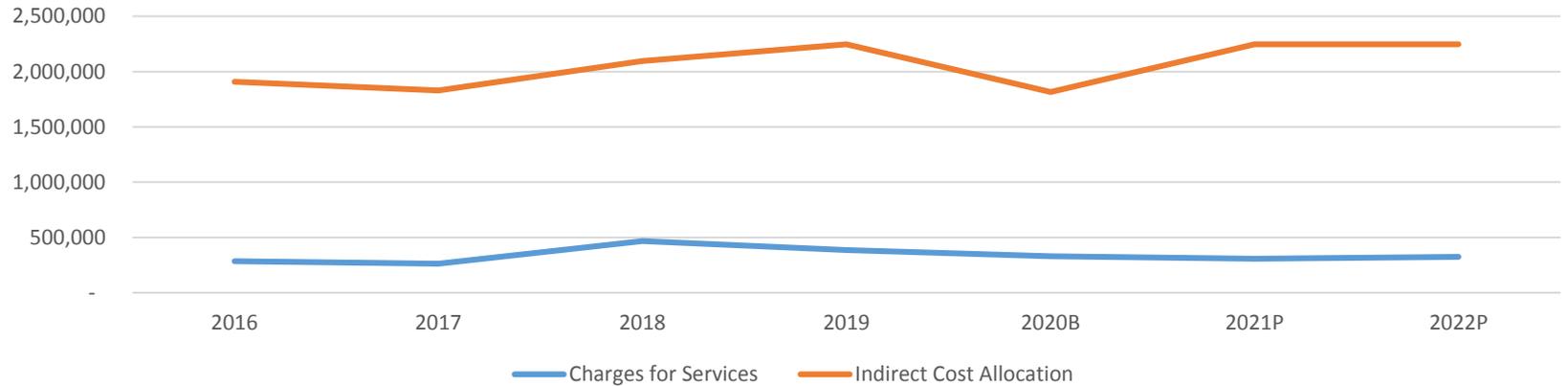
- 2020 year to date building permit revenue is less than expected
- 2021-2022 budgeted building permits were not increased due to anticipated decline in building

Intergovernmental



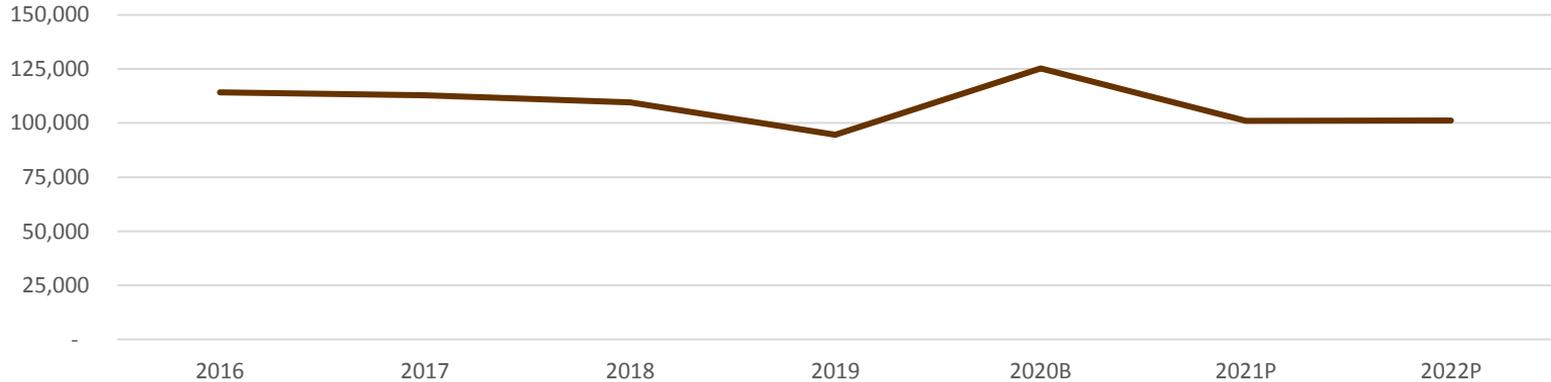
- Intergovernmental revenue includes grants and state shared revenues
- 2020 budget includes \$711,000 in CARES grants

Charges for Services



- Indirect cost allocation fluctuates due to large capital projects
- 2018 increase in charges for services is due to a plan check fees

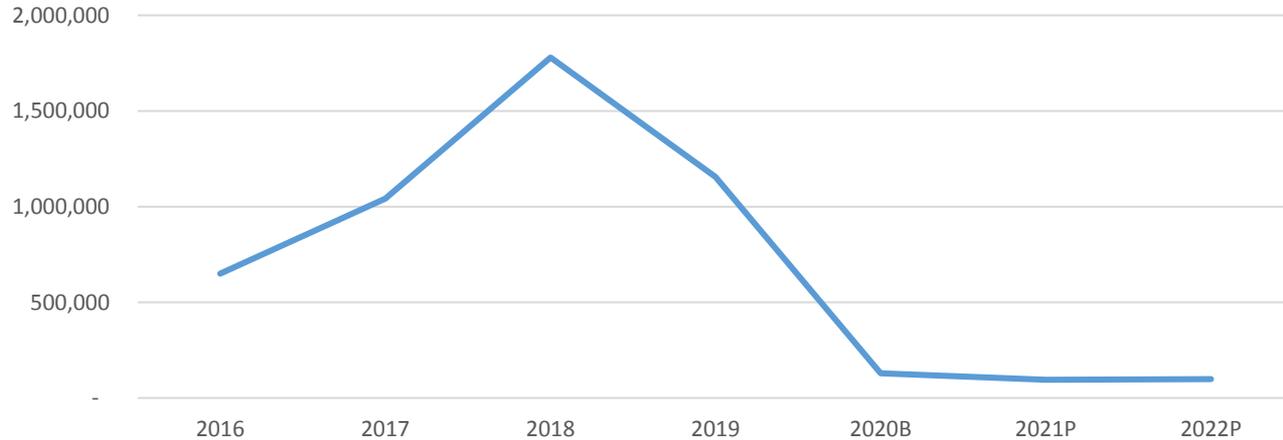
Fines and Penalties



- 2020 year to date traffic infraction revenues collected are significantly less than anticipated
- 2021- 2022 budget decreased due to current revenue trend



Miscellaneous

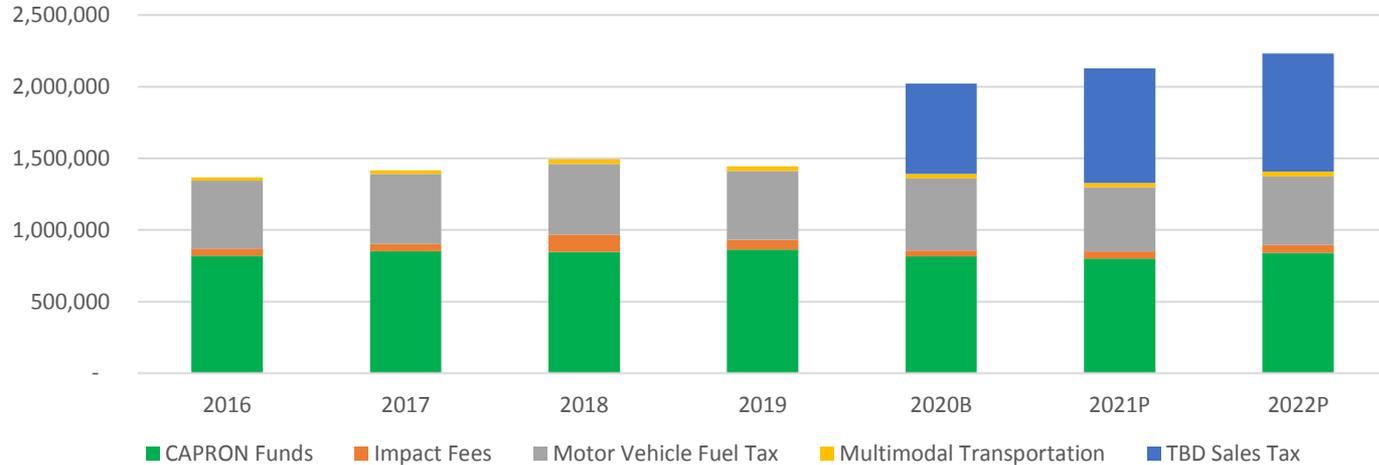


- 2017 – Prior period adjustment \$704,656 to reflect Auditor noted treatment required for tax accruals
- 2018 – Transfer in of excess stabilization funds
- 2019 – Transfers in for capital projects

SPECIAL REVENUE FUNDS



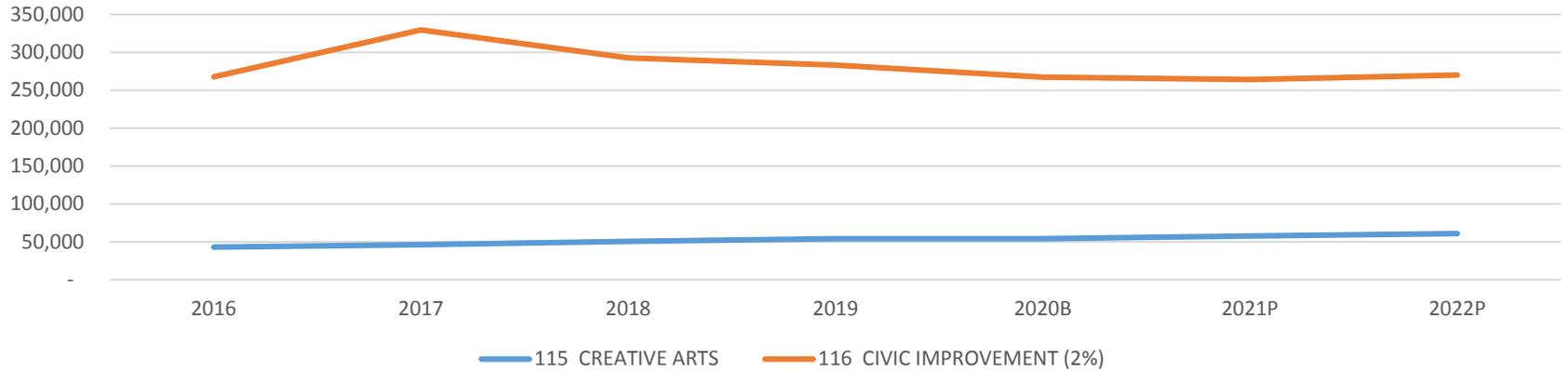
Transportation Revenue



- Transportation Benefit District established April 2020
- Capron Funds are an uncertain funding stream which are available only to counties made up entirely of islands
- MVFT is based on state-wide gas sales which is unpredictable and trending down
- Impact fees are comparatively low and the City could look at increasing them

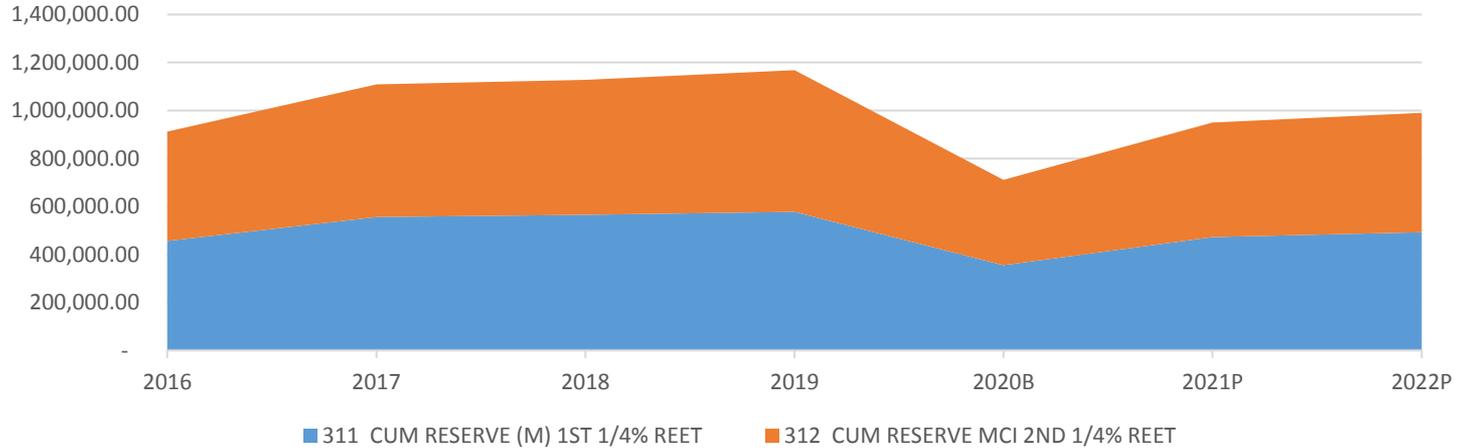


Creative Arts & Civic/Tourism Funding



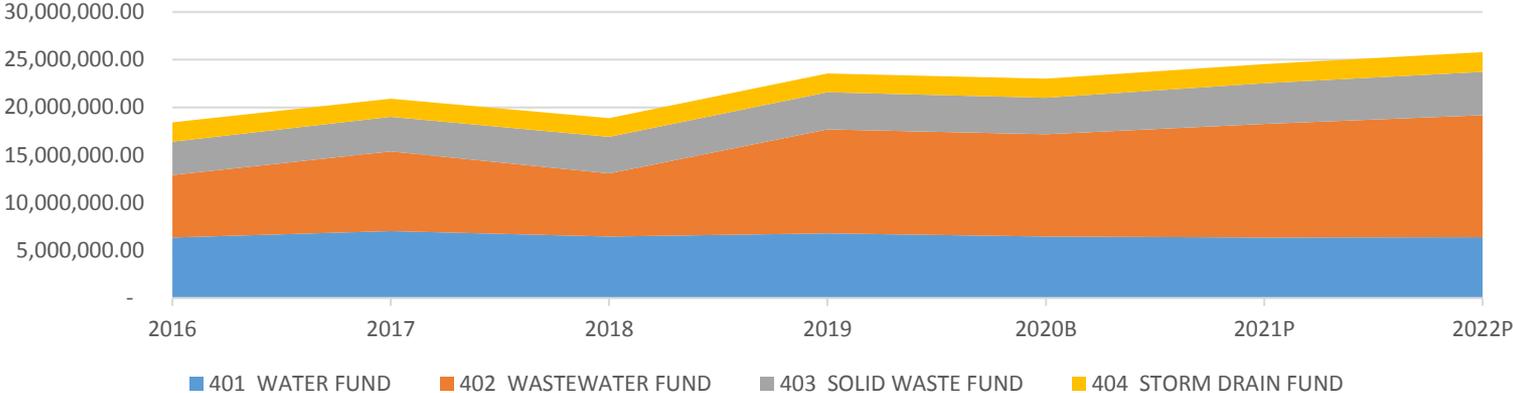
- Art revenue based on .25% utility tax on water, sewer & solid waste
- Civic/Tourism revenue based on Lodging Tax revenue which is trending down due to COVID

Real Estate Excise Tax



- 2020 year to date revenues are higher than expected
- 2021-2022 budget increase based on current trend

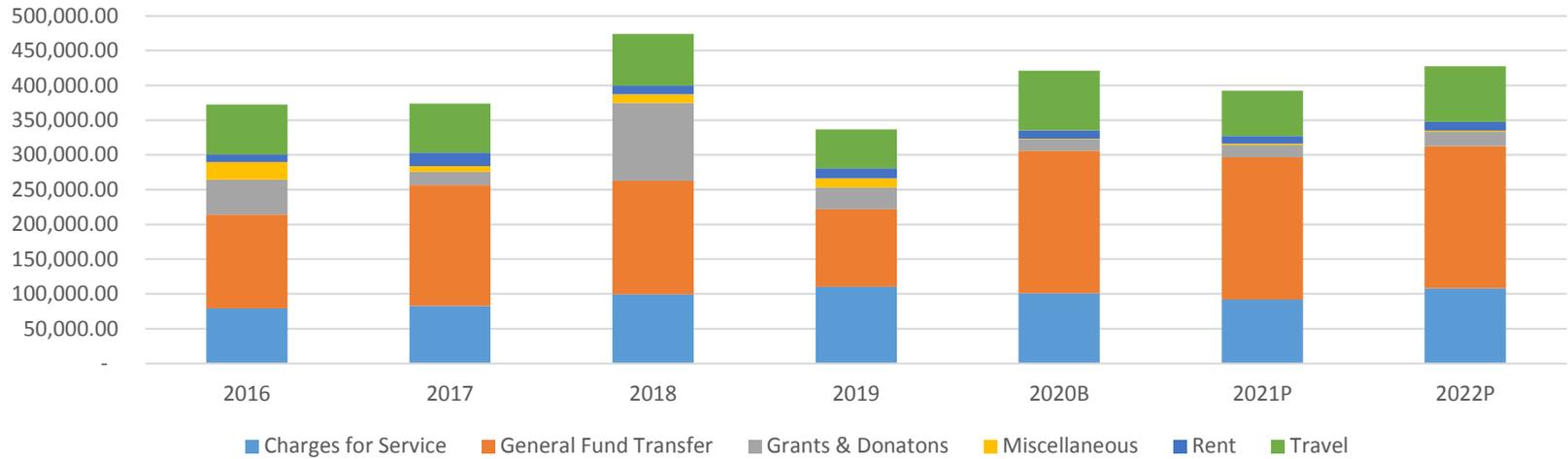
Utility Revenue



- Used council consensus from prior discussion for rate revenue
- 2016 and 2017 Wastewater revenue was down due to loss on sale of assets, 401,600 and 3,130,900 respectively

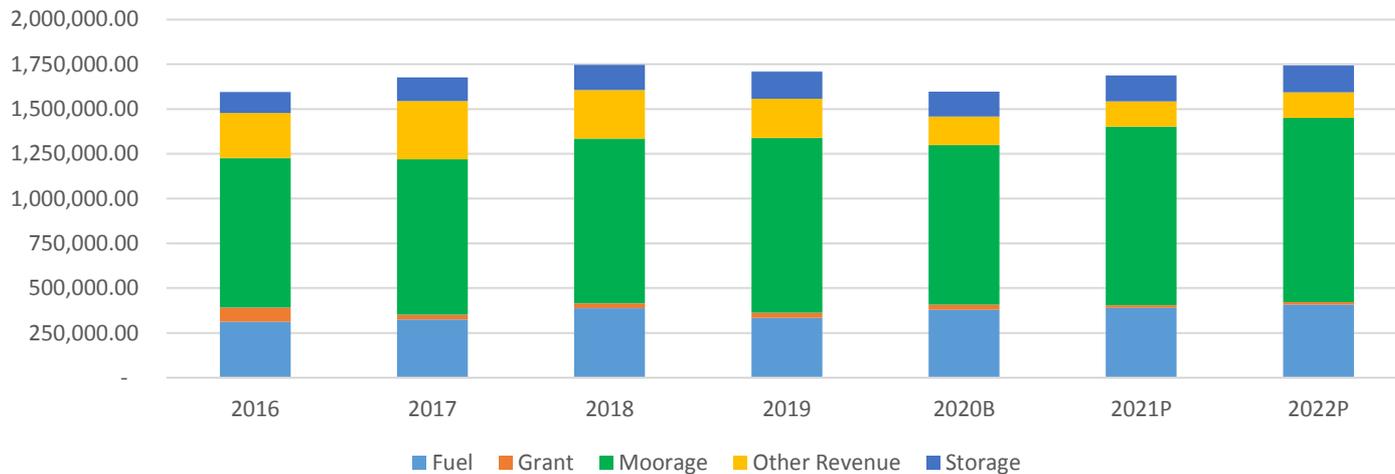


Senior Center Revenues



- 2020 travel was canceled due to COVID
- 2021 travel budget represents a return of travel revenue at a decrease as we are unsure when restrictions will be lifted
- 2022 budget assumes travel will be back up to historic rates

Marina Revenue



- Revenues remain strong at the Mariana
- Moorage represents 59% of budgeted revenues

Summary

- General Fund budgeted revenues decreased 1% in 2021 due to 1-time revenue of \$711,00 in CARES grant and increased 2% in 2022.
- General Fund budgeted revenues increased 4% in 2021 when adjusted for 1-time revenue of \$711,00 in CARES grant and 2% in 2022.
- Draft Revenue Budget
 - Changes will be made to final budget presentation.
- Budget is conservative but intent was to be inclusive of all known facts at this time.
- We have adjusted for COVID, but we are not seeing the overall decline due to COVID as other jurisdictions
- Still a potential for a recession and we will adjust as needed.

Next Steps

- Setting the property tax levy on November 17, 2020

Questions



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

Bill No. 5.c.iii.
Date: September 15, 2020
Subject: Update: Inflation Rate for
Setting 2021 Property Taxes

FROM: Blaine Oborn, City Administrator, Grant Weed, City Attorney

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

Inflation Rate for Setting 2021 Property Taxes

The inflation rate for 2019-2020 (as of August 27, 2020) has been sharply reduced to **0.60152%**, which means local governments in Washington with populations 10,000 or greater should plan to adopt a resolution/ordinance of substantial need in order to receive the full 1% increase as allowed by statute. See below for examples. The August 27 data release is the final release before the September 25 statutory deadline in [RCW 84.55.005](#).

Staff will bring an action item to the Council for consideration at the September 23, 2020 Workshop.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bill No. a. _____
Date: September 15, 2020
Subject: 2020 Street Overlays and TBD
Project: Bayshore and Dock
Street, Change Order No. 2 with
Island County

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

A motion authorizing the Mayor to approve Island County Public Works to accept Change Order #2 with Krieg Construction to add SE Bayshore Drive and Dock Street improvements the 2020 TBD / 2020 Street Overlay Project.

BACKGROUND / SUMMARY INFORMATION

On March 3rd, 2020 the City Council authorized the Mayor to enter into an Interlocal Agreement with Island County to solicit bids for the 2020 TBD Project and the 2020 Street Overlay Project for the City of Oak Harbor.

Island County received and opened the following bids this past Thursday, May 14, 2020.

- Krieg Construction Inc: \$616,760.00
- Granite Construction Co: \$641,993.00
- Lakeside Industries Inc: \$680,806.00

Engineers Opinion of Cost: \$1,003,149.00

On June 2nd, 2020, the City authorized Island County Public Works Department to accept the bid from Krieg Construction to perform the work.

On June 22nd, 2020 the City Council authorized the Mayor to ask Island County Public Works to accept Change Order #1 to add SE Bayshore Drive and Dock Street improvements the 2020 TBD / 2020 Street Overlay Project based upon the low bid prices that were received. The negotiated cost of the change order for this additional work was \$202,415. City Staff had estimated the cost of the changer order to be \$237,963.00.

Island County Public Works and City of Oak Harbor staff met with Krieg Construction on August 31st, 2020 to discuss a potential change order to perform additional work on SE Bayshore. This additional work included the grinding of the shoulders, re-paving the shoulders, and removal and replacement of specific segments of curb, gutter, and sidewalks that had deteriorated to a point that the storm water runoff could not drain into the collection system and was causing the roadway to fail.

Per the attached Island County Changer Order #2, the cost for this added work is \$141,810. This will bring the total cost of the 2020 Street Overlay Project portion to \$808,154.00.

Original Bid received from Krieg Construction Inc: (2020 Street Overlay Project)	\$463,929.20
Added cost for Change Order #1:	\$202,415.00
Negotiated cost for Change Order #2:	\$141,810.00
Total 2020 Street Overlay Cost:	\$808,154.20

At the time of the original bid, the engineers estimate for the base 2020 Street Overlay work package was \$1,003,149.00. Based upon this new total cost, this represents a \$194,995 savings from the expected and budgeted cost.

The revised estimated cost allocation is as follows:

2020 TBD Project: \$328,615.45

2020 Street Overlay Project: \$808,154.20 (including additive work)

The total anticipated costs for both the 2020 TBD and 2020 Street Overlay projects is now \$1,136,769.65. This past March 3rd, 2020 the authorized, not to exceed, estimated cost for both projects was \$1,224,565.62.

LEGAL AUTHORITY

OHMC 2.330 "Public Works"

FISCAL IMPACT

Funding Source:

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

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

- June 22nd, 2020 Authorized the Mayor to ask Island County to accept Change Order #1.
- June 2nd, 2020 Authorized the Mayor to have Island County negotiate a Change Order to add SE Bayshore and Dock Street.
- May 15, 2018: City Council adopted Ordinance 1835 to establish Transportation Benefit District #1.
- July 9, 2019: City Council adopted Resolution 19-16 to place a measure on the November ballot to collect a portion of sales to fund Transportation Benefit District #1
- November 5, 2019: The citizens of Oak Harbor approved through a vote, the collection of a portion of sale tax to be used to pay for local street repairs which includes chip sealing and pavement overlay.
- February 26, 2020: City Council received a project briefing at the monthly workshop.
- March 3, 2020: City Council authorized the Mayor to sign the Interlocal Agreement with Island County to seek bids for and manage the project.

ATTACHMENTS

1. [1. Change Order #2 Krieg Construction/Island County](#)
2. [2. Revised Cost Allocation \(with Change Order #1 and #2\)](#)
3. [3. Change Order plans](#)
4. [4. Change Order Plans Figure 2](#)

ISLAND COUNTY PUBLIC WORKS DEPARTMENT
ROADS DIVISION
CHANGE ORDER

CHANGE ORDER NO.
2

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

DESCRIPTION OF WORK

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

Add or modify quantities of the following bid items to Schedule C - City of Oak Harbor JL 01117-0904 CRP 20-01

- Add Bid item No. C004a, IC-6980, FLAGGERS MIN. Bid \$43.11, 160 HOUR
- Add Bid item No. C004b, IC-6980, FLAGGERS MIN. BID \$43.11, 108 HOUR
- Add Bid item No. C005b, IC-6992, OTHER TRAFFIC CONTROL LABOR MIN BID \$46.10, 12 HOUR
- Add Bid Item No. C009b, Standard Item 5100, CRUSHED SURFACING BASE COURSE, 20 TON
- Add Bid Item No. C018a, Standard Item 5766, HMA CL. 3/8 IN. PG 64-22 BAYSHORE DR, 820 TON
- Add Bid Item No. C022a , Standard Item 6974, TRAFFIC CONTROL SUPERVISOR (CO2a, Planing and HMA), LS
- Add Bid Item No. C022b , Standard Item 6974, TRAFFIC CONTROL SUPERVISOR (CO2b, Concrete Work), LS
- Add Bid item No. C010a, Standard Item 5711, PLANING BITUMINOUS PAVEMENT 4725 SY
- Add Bid Item No. C023, Type 1 Driveway (Incl Ped Curb & Curb & Gutter) 24 ft, 1 EA
- Add Bid Item No. C024, Type 1 Driveway (Incl Ped Curb & Curb & Gutter) 28 ft, 1 EA
- Add Bid Item No. C025, CURB & GUTTER INCL CATCH BASIN ADJ, 250 LF
- Add Bid Item No. C026, SIDEWALK, 55 S.Y.
- Add Bid Item No. C027, Removal Structure Obstruction Incl Roadway Excavation, 1 LS
- Work related to added concrete Items
- Decrease Bid item C011, CONSTRUCTION SIGNS CLASS A, 576 SF

Mobilization is incidental to CO1 and the added bid Items. Other Temporary Traffic Control, LS is incidental added bid items. 8 additional days will be added to the contract.

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

<input checked="" type="radio"/> Major Change	Original Contract Amount	Current Contract Amount	Estimated Net Change This Order	Estimated Contract Total After Change
<input type="radio"/> Minor Change	\$ 2,838,742.00	\$ 3,094,307.00	\$ 141,810.00	\$ 3,236,117.00

Approval Recommended Approved

APPROVED:
 BOARD OF COUNTY COMMISSIONERS
 ISLAND COUNTY, WASHINGTON

Signature _____ Date _____
Project Engineer
 By: Matthew J. Lander

 Janet St. Clair, Chair

Approval Recommended Approved

 Helen Price Johnson, Member

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

 Jill Johnson, Member

Dated: _____

2020 TBD /2020 ARTERIAL PROJECT COST ALLOCATION

County Estimated Cost

2020 TBD

2020 ARTERIALS

Item	County Estimated Cost	2020 TBD	2020 ARTERIALS
Mobilization	\$20,000.00		\$20,000.00
Roadway Surveying	\$7,000.00		\$7,000.00
SPCC Plan	\$5,000.00		\$5,000.00
Roadway Excavation	\$42,000.00		\$42,000.00
Unexpected Site Changes	\$5,000.00		\$5,000.00
Planing Bituminous Pavement	\$83,902.00	\$8,390.20	\$75,511.80
CSBC	\$50,000.00		\$50,000.00
HMA - Ft. Nugent	\$349,800.00		\$349,800.00
Const. Signs Class A	\$5,760.00		\$5,760.00
HMA	\$334,290.00	\$177,173.70	\$157,116.30
3rd Party Traffic Control Labor	\$6,000.00	\$3,000.00	\$3,000.00
Damage	\$5,000.00	\$2,500.00	\$2,500.00
Temp. Asphalt Wedge	\$12,920.00	\$6,460.00	\$6,460.00
Flaggers	\$39,000.00	\$19,500.00	\$19,500.00
Chip Seal	\$163,781.85	\$163,781.85	
Traffic Control Supr.	\$7,500.00	\$3,750.00	\$3,750.00
Reimbursement for Contract Management	\$7,500.00	\$3,750.00	\$3,750.00
SUB-TOTAL	\$1,144,453.85	\$388,305.75	\$756,148.10
7% CONTINGENCY	\$80,111.77	\$27,181.40	\$52,930.37
TOTAL COST	\$1,224,565.62	\$415,487.15	\$809,078.47

Change Order #1 & #2

Legend

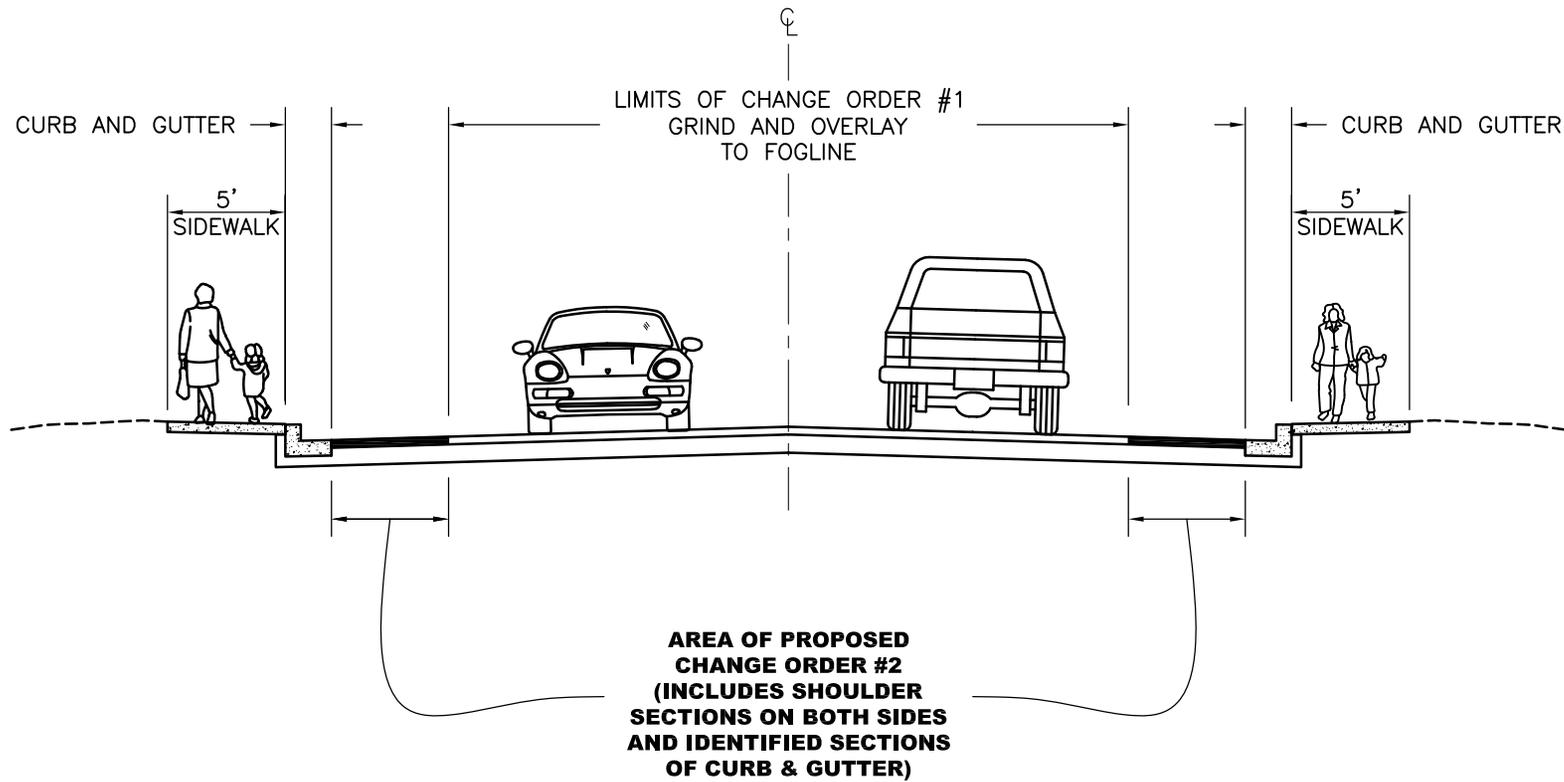
-  Change Order #1
-  Change Order #2



Google Earth

Image Island County

1000 ft



*City of
Oak Harbor*

ENGINEERING DEPARTMENT
 865 SE Barrington Drive
 Oak Harbor, WA 98277

**PROPOSED
CHANGE ORDER #2**

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

Bill No. a. _____
Date: September 15, 2020
Subject: Navy Groundwater Extraction
Treatment and Recovery
(GETR) System Easement in
State Route 20

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

No action is recommended at this meeting. This easement request is being introduced to the City Council today for consideration of Council action at the September 23rd workshop.

BACKGROUND / SUMMARY INFORMATION

The Navy is working to contain, recover, and remove 1, 4-Dioxane from groundwater. This is a pollutant from past practices. The Navy is requesting that the City of Oak Harbor grant the Navy an easement within State Route 20 right-of-way to install, operate, and maintain wells, pipes, vaults and associated appurtenances of a Groundwater Extraction Treatment and Recovery (GETR) System. The pollutant removal system will be located in Area 6 of the Ault Field base.

The Navy has communicated that they are motivated to obligate their funding toward this easement by September 30, 2020. The Navy is at the end of their fiscal year and they desire to legally obligate their available funds to this easement before October 1, 2020. While the City and Navy are making all efforts to reach an agreement on the easement terms, the Navy has proposed committing the available funds to purchasing the easement by way of a Purchase and Sales Agreement.

By executing a Purchase and Sales Agreement, the City can require necessary conditions be fulfilled before the easement can be recorded and before work can begin. The Navy is currently working on drafting the Purchase and Sales Agreement. Staff will be prepared to present the Navy's proposed Purchase and Sales Agreement for an Easement to install the GETR system at the September 23, 2020 Council Workshop as an action item for Council approval.

LEGAL AUTHORITY

The State of Washington has fee ownership of the portion of State Route 20 right-of-way at issue.

Pursuant to RCW 47.24.020(15), the City has the authority to grant the easement to the Navy, and WSDOT has consented to the granting of the easement.

FISCAL IMPACT

The Navy proposes purchasing the Easement for \$23,325.00.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

- None

ATTACHMENTS

1. [US Navy Request](#)
2. [Highway 20 Easement Legal Preliminary](#)



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

11011
Ser AMI.DT/20-00488
9 SEP 2020

The Honorable Bob Severns
Mayor of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277-4092

Dear Mayor Severns:

In order to fulfill mission requirements, the Navy is requesting to acquire a non-exclusive easement over property owned by the City of Oak Harbor, Washington. The easement's proposed location is described in the enclosed Agreement for Purchase of Real Property N4425520RP00035.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601-4655) requires that owners of property to be acquired by the Government be given a written statement, summarizing the basis for the amount established as just compensation.

Under established law the criteria for just compensation is fair market value, which is defined as: "The amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would be sold by a knowledgeable owner, willing but not obligated to sell to a knowledgeable purchaser who desires, but is not obligated, to buy. In ascertaining that figure, consideration should be given to all matters that might be brought forward and reasonably be given substantial weight in bargaining by persons of ordinary prudence, but no consideration whatever should be given to matters not affecting market value."

An appraisal valuation of the easement to be acquired was conducted by a qualified appraiser in April 2020. The appraiser is knowledgeable of the local real estate market conditions and has made a thorough investigation of the values of comparable properties. The appraisal has been reviewed by qualified staff personnel. Based upon all factors, the amount established as just compensation for the purchase of the easement over your property is \$23,325.00.

You are hereby notified that it is the intention of the Government to acquire the identified easement. Therefore, it's requested that you sign the Agreement after receiving approval at the next council meeting on September 15, 2020 so the Government can obligate FY20 funds for its purchase. The Government will initiate payment upon mutual agreement of final easement terms and conditions and requests that the City execute the easement no later than September 23, 2020. Once it is executed by the City, the Government will record it, no later than October 16, 2020 and provide a recorded copy for your records. In the event the Government determines it no longer needs to acquire the property, you will be promptly notified.

11011
Ser AM1.DT/20-00488
9 SEP 2020

Please contact Ms. Daisy Traylor at (360) 908-7208 if you have any questions regarding this letter or to discuss the process prior to signing.

Sincerely,

BRADY.MICHAEL
L.D.1231632715

Digitally signed by
BRADY.MICHAEL.D.12316327
15
Date: 2020.09.09 17:59:48
-07'00'

MICHAEL D. BRADY
Real Estate Contracting Officer

Enclosure

EXHIBIT A

NAVFAC
August 5, 2020

Washington State Highway Commission
Department of Highways

PARCEL 1 – PERMANENT PIPELINE EASEMENT

A parcel of land lying in the Southeast quarter of Section 26, and the Southwest quarter of Section 25, Township 33 North, Range 1 East of the Willamette Meridian, Island County, Washington and being a portion of Washington State Highway Department right of way along State Route 20 as recorded in a Washington State Highway Commission Department of Highways document entitled "SR20 Ault Field South, Island County, as Contract Number 4810 on October 14, 1952, in the Washington State Highway Department records, said parcel being that portion of said right of way included in a strip of land, variable in width, lying on each side of the following described centerline:

BEGINNING at engineer's centerline station 0+00.00, said point being equal to State Route 20 station 657+31.50, 45.10 feet left, and N 71°43'01" W, 312.50 feet of the section corner common to Sections 25, 26, 35, and 36, Township 33 North, Range 1 East of the Willamette Meridian;

thence N 39°14'24" E, 1517.66 feet to an angle point at station 15+17.66;
thence N 6°03'57" W, 68.88 feet to an angle point at station 15+86.54;
thence N 39°54'19" E, 483.67 feet to station 20+70.21 and the TERMINUS of said centerline, said terminus being equal to State Route 20 station 677+81.24, 88.32 feet left, and S 43°44'07" W, 1236.75 feet from the angle point in the West line of the Caleb Miller D.L.C.

Widths in feet of said strip of land are described as follows:

<u>Station</u>	to	<u>Station</u>	<u>Width on Northerly side of centerline</u>
0+00.00		15+86.54	6.00
<u>Station</u>	to	<u>Station</u>	<u>Width on Southerly side of centerline</u>
0+00.00		6+20.79	6.00
6+20.79		6+32.79	15.00
6+32.79		15+86.54	6.00

EXCEPT therefrom that portion lying within United States Department of Navy Property.

The parcel of land to which this description applies contains 18,826 square feet (0.43 acre), more or less.

PARCEL 2 – PERMANENT WELL EASEMENT

That portion of said State Route 20 right of way being further described as follows:

BEGINNING at a point being equal to State Route 20 station 655+00.22, 37.65 feet right, and S 70°36'01" W, 401.72 feet of the section corner common to Sections 25, 26, 35, and 36, Township 33 North, Range 1 East of the Willamette Meridian;

EXHIBIT A

NAVFAC
August 5, 2020

Washington State Highway Commission
Department of Highways

thence perpendicular to the centerline of State Route 20, S 50°45'50" E, 30.00 feet;
thence parallel with said centerline, S 39°14'10" W, 30.00 feet;
thence perpendicular to said centerline, N 50°45'50" W, 30.00 feet;
thence parallel with said centerline, N 39°14'10" E, 30.00 feet to the POINT OF BEGINNING

The parcel of land to which this description applies contains 900 square feet (0.02 acre), more or less.

PARCEL 3 – PERMANENT WELL EASEMENT

That portion of said State Route 20 right of way being further described as follows:

BEGINNING at a point being equal to State Route 20 station 661+08.53, 28.99 feet right, and N 0°08'34" W, 343.20 feet of the section corner common to Sections 25, 26, 35, and 36, Township 33 North, Range 1 East of the Willamette Meridian;
thence perpendicular to the centerline of State Route 20, S 50°45'50" E, 30.00 feet;
thence parallel with said centerline, N 39°14'10" E, 30.00 feet;
thence perpendicular to said centerline, N 50°45'50" W, 30.00 feet;
thence parallel with said centerline, S 39°14'10" W, 30.00 feet to the POINT OF BEGINNING

The parcel of land to which this description applies contains 900 square feet (0.02 acre), more or less.

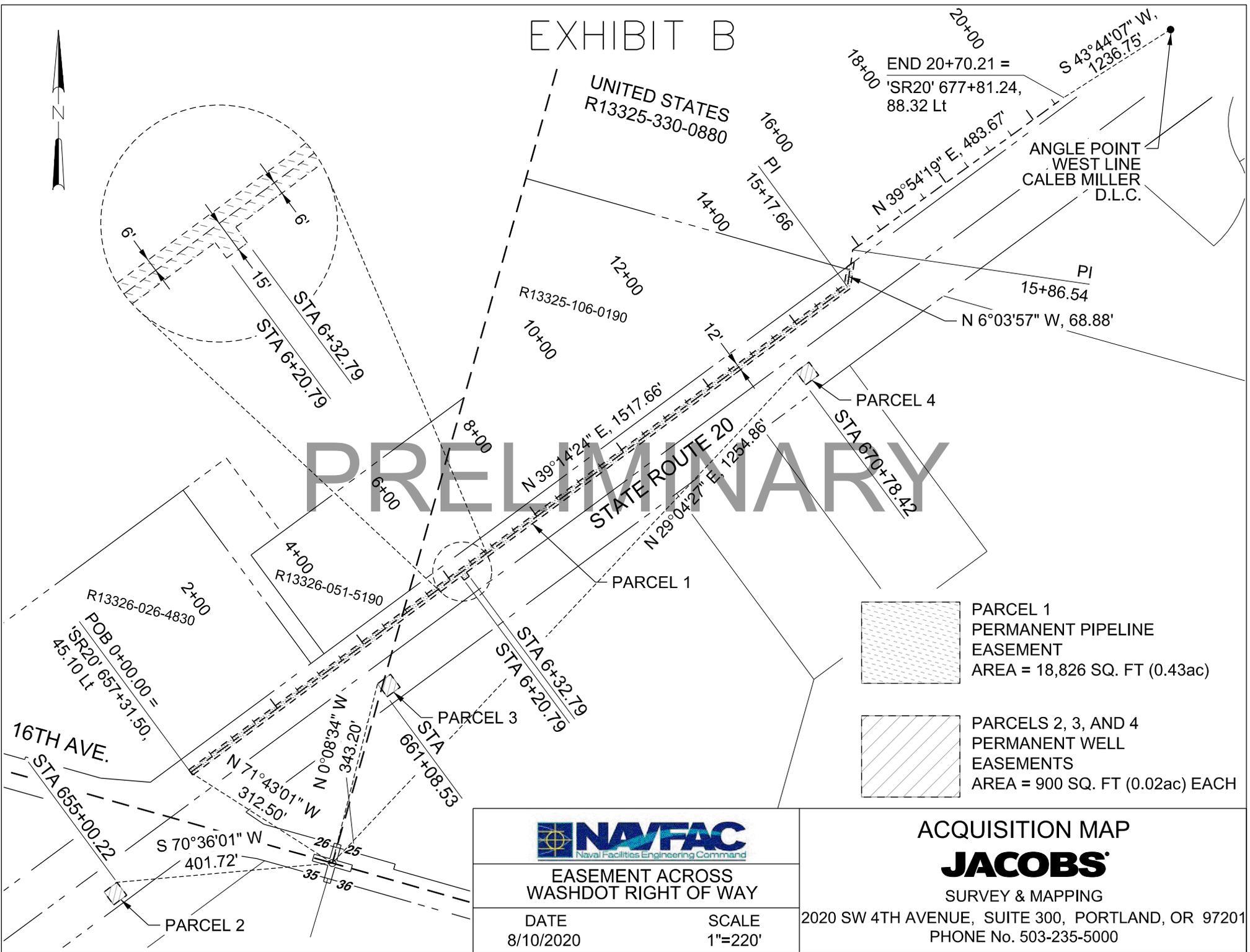
PARCEL 4 – PERMANENT WELL EASEMENT

That portion of said State Route 20 right of way being further described as follows:

BEGINNING at a point being equal to State Route 20 station 670+78.42, 25.34 feet right, and N 29°04'27" E, 1254.86 feet of the section corner common to Sections 25, 26, 35, and 36, Township 33 North, Range 1 East of the Willamette Meridian;
thence perpendicular to the centerline of State Route 20, S 50°45'50" E, 30.00 feet;
thence parallel with said centerline, N 39°14'10" E, 30.00 feet;
thence perpendicular to said centerline, N 50°45'50" W, 30.00 feet;
thence parallel with said centerline, S 39°14'10" W, 30.00 feet to the POINT OF BEGINNING

The parcel of land to which this description applies contains 900 square feet (0.02 acre), more or less.

EXHIBIT B



PRELIMINARY



EASEMENT ACROSS WASHDOT RIGHT OF WAY

DATE
8/10/2020

SCALE
1"=220'

ACQUISITION MAP

JACOBS

SURVEY & MAPPING

2020 SW 4TH AVENUE, SUITE 300, PORTLAND, OR 97201
PHONE No. 503-235-5000

City of Oak Harbor
City Council Agenda Bill

Bill No. b. _____

Date: September 15, 2020

Subject: 2021-2022 Revenue Forecast

FROM: Finance

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

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [2021-2022 Budget Forecast](#)

City of Oak Harbor
2021-2022 Preliminary Revenue Projection

Revenues	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Budget	July 2020 YTD	2021 Budget	2022 Budget
001 GENERAL FUND	14,535,986	15,202,797	17,145,247	16,212,697	15,174,346	7,988,231	15,085,618	15,459,197
002 GENERAL FUND RESERVES	523,800	164,387	37,689	-	-	-	-	-
003 CURRENT EXP - FSA	2,435	24,700	28,290	61,638	15,000	-	30,000	30,000
005 CURRENT EXP - SEIZURE	1,263	504	1,375	198	5,000	350	5,000	5,000
006 WHIDBEY ISLAND MARATHON	125,199	89,934	106,535	104,371	122,654	72,174	112,700	114,000
007 GENERAL FUND CAPITAL PROJECTS	-	-	-	1,340,322	337,500	328,656	-	-
101 STREETS FUND	1,571,873	1,686,077	1,338,381	1,332,545	1,226,900	456,399	1,178,000	1,249,600
102 STREETS CAPITAL PROJECTS	-	-	-	1,647,816	500,000	540,293	-	-
103 ARTERIALS CAPITAL PROJECTS	-	-	-	37,800	283,210	94,610	-	-
104 ARTERIALS FUND	140,730	166,648	153,729	154,760	147,200	47,792	146,500	150,800
105 TRANSPORTATION CAP IMPROVE FUND	58,002	62,075	132,982	80,894	957,559	87,495	59,000	64,000
106 PATHS & TRAILS FUND 1/2 OF 1% MVFT	2,516	2,965	2,716	2,727	18,134	869	1,825	1,825
107 TRANSPORTATION BENEFIT DISTRICT #1	-	-	-	-	630,000	155,482	800,000	824,000
108 TRANS BENE DISTRICT #1 CAPITAL PROJECTS	-	-	-	-	328,620	-	-	-
115 CREATIVE ARTS	42,878	46,163	50,402	54,115	53,960	29,144	57,739	60,708
116 CIVIC IMPROVEMENT (2%)	267,577	329,251	292,649	283,100	267,220	61,601	264,000	270,000
124 INTEREST REVOLVING	-	-	-	-	-	273,716	-	-
125 PARK IMPROV NEIGHBORHOOD (PRE 10/12/14)	305	37	701	249	-	-	-	-
126 PARK IMPROV COMMUNITY (PRE 10/12/14)	823	1,185	-	-	-	-	-	-
127 PARK IMPACT FEES FUND	57,945	69,153	106,560	33,278	71,700	72,548	70,000	75,000
129 SENIOR CENTER FUND	372,440	373,619	474,037	336,727	421,402	270,662	392,358	427,558
130 SENIOR CENTER CAPITAL PROJECTS	-	-	-	-	-	-	-	-
230 LOCAL LOAN FUND	59,890	59,890	59,890	59,890	59,890	7,027	59,890	59,890
311 CUM RESERVE (M) 1ST 1/4% REET	456,579	555,616	565,395	577,521	355,500	228,768	472,000	492,000
312 CUM RESERVE MCI 2ND 1/4% REET	454,728	552,938	562,526	590,493	355,500	228,768	478,000	498,000
320 CONSTRUCTION - DOCK PROJECT	526	762	71,437	53,051	-	-	-	-
325 WINDJAMMER PARK PROJECT	1,183	1,372,036	10,722,518	650,568	337,417	337,417	-	-
401 WATER FUND	6,364,344	7,016,453	6,471,680	6,790,156	6,459,345	3,393,495	6,355,143	6,385,692
402 WASTEWATER FUND	6,523,144	8,342,689	6,595,984	10,899,256	10,706,089	6,087,482	11,905,220	12,799,205
403 SOLID WASTE FUND	3,494,366	3,630,495	3,840,075	3,894,297	3,850,187	2,137,625	4,271,999	4,537,667
404 STORM DRAIN FUND	2,030,149	1,899,379	1,977,430	1,961,529	2,001,850	1,118,672	2,015,139	2,068,437
410 MARINA FUND	1,594,701	1,676,807	1,747,300	1,708,680	1,597,550	912,912	1,687,121	1,742,476
411 WATER CUMULATIVE RESERVE FUND	239,351	171,945	340,355	181,789	221,790	122,592	198,180	204,794
412 WASTEWATER CUMULATIVE RESERVE FUND	136,834	101,062	209,106	88,458	112,000	55,437	109,100	109,100
413 SOLID WASTE CUMULATIVE RESERVE FUND	365	529	843	1,307	355	-	600	600
414 STORM DRAIN CUMULATIVE RESERVE FUND	1,303	1,885	3,007	4,658	1,313	-	2,200	2,200
420 MARINA CUMULATIVE RESERVE FUND	26	38	61	94	51	-	50	50
422 WWTP PROJECT	45,053,535	58,084,981	37,738,284	4,465,325	1,413,732	345,000	-	-
431 WATER CAPITAL PROJECTS	-	-	-	3,337,143	691,000	691,000	-	-
432 SEWER CAPITAL PROJECTS	-	-	-	1,105,000	585,000	585,000	-	-
434 STORM DRAIN CAPITAL PROJECTS	-	-	-	475,000	850,000	850,000	-	-
440 MARINA CAPITAL PROJECTS	-	-	-	39,000	4,099,000	37,000	-	-
501 EQUIPMENT RENTAL	956,352	877,860	1,028,843	1,068,478	912,420	469,204	986,950	1,016,925
502 EQUIPMENT REPLACEMENT FUND	1,763,265	2,343,319	2,311,813	1,545,926	1,573,104	1,515,312	1,402,443	1,402,443
504 FACILITY REPLACEMENT	-	-	-	1,093,225	-	-	-	-
505 TECHNOLOGY REPLACEMENT	-	-	-	1,221,794	499,092	457,501	549,193	549,193
510 SHOP FACILITY FUND	2,656,812	2,679,143	2,435,890	2,749,555	3,090,993	2,490,014	2,734,561	2,734,561
Total Revenues	89,491,225	107,587,320	96,553,728	66,245,428	60,333,583	32,550,250	51,430,529	53,334,921

Note:
Budget amounts are net of beginning fund balance.
Capital projects revenue mainly consists of operating transfers which will be determined once capital projects have been identified
Highlighted funds are capital project funds